METRO FLOOD DIVERSION AUTHORITY
Thursday, July 27, 2017
3:30 PM
Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1. Call to order

2. Approve minutes from previous meetings — Item 2. — Action

3. Approve order of agenda — Action

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

5. Administrative/Legal — Information
   a. Braun Intertec Master Services Agreement — Item 5a.

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

7. Land Management — Information
   a. Committee report
   b. Land Acquisition Status Report — Item 7b.

8. Finance — Information/action
   a. Committee report — Item 8a.
   b. Resolution - Draw down from 2017 Wells Fargo loans — Item 8b.
   c. Voucher approval — Item 8c.
   d. Recommended contracting actions — Item 8d.

9. Other Business

10. Next Meeting – August 24, 2017

11. Executive Director search process update
    a. Executive Session pursuant to N.D.C.C. §44-04-19.1
       Discuss negotiating parameters for an employment agreement with the preferred Diversion Authority Executive Director candidate

12. Adjournment

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
JULY 13, 2017—3:30 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, July 13, 2017, at 3:30 PM in the Fargo City Commission Room with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Fargo City Commissioner Dave Piepkorn; Cass County Commissioner Chad M. Peterson; Cass County Commission representative Darrell Vanyo; Moorhead City Council Member Chuck Hendrickson; Moorhead City Council Member Joel Paulsen; Clay County Commissioner Kevin Campbell; Cass County Joint Water Resource District Manager Rodger Olson; and West Fargo City Commissioner Mike Thorstad. Moorhead City Mayor Del Rae Williams, Cass County Commissioner Mary Scherling, and Clay County Commissioner Grant Weyland were absent. Tom Dawson, Chairman of the Chamber Business Leaders Task Force, was also present.

2. MINUTES APPROVED

MOTION, passed

Mr. Hendrickson moved and Mr. Campbell seconded to approve the minutes from the June 22, 2017, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

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

4. EXECUTIVE DIRECTOR INTERVIEW SCHEDULE

Michael Redlinger, Assistant Fargo City Administrator, presented the interview schedule with the Executive Director candidates, which will be held on Monday, July 24th beginning at 7:30 AM with an overview of the process. The day will also include a project tour and a candidate reception. He said on Tuesday, July 25th there will be an overview of the P3 partnership and project financing, roundtable discussion with the local technical team, and final Q & A opportunity with the candidates. The regular Diversion Board of Authority meeting will be held on Thursday, July 27th with a potential executive session to discuss employment agreement negotiations for the preferred candidate.

5. WELLS FARGO LOAN BANK AGREEMENT

Attorney John Shockley was present to discuss a resolution consenting to loan agreements between Wells Fargo Bank, Cass County and Fargo.

Mr. Shockley said the City of Fargo and Cass County each have two $50 million loans through Wells Fargo. Each entity has a loan due on July 31, 2017, and a loan due on July 31, 2018. Cass County and Fargo have negotiated with Wells Fargo to refinance all four loans into two loans with the county and city each having one $100 million loan due on July 31, 2019. He said the loans will be considered by the Fargo City Commission and Cass County Commission at their meetings on Monday, July 17th.

MOTION, passed

Mr. Campbell moved and Mr. Vanyo seconded to adopt the Resolution Consenting to Loan Agreement Between Wells Fargo Bank, N.A., and Cass County, North Dakota and Consenting to Loan Agreement Between Wells Fargo Bank, N.A., and the City of Fargo, North Dakota. On roll call vote, the motion carried unanimously.

6. CONTRACTING ACTIONS

Greg Baisch from CH2M discussed the following contracting actions, which were approved by the Finance Committee:

- Meyer Contracting (OHB Ring Levee Phases C and D)—contract award in the amount of $10,399,476.21;
- Riley Brothers Construction, Inc. (County Roads 16 and 17 Realignment)—contract award in the amount of $3,176,953.92;
- Hough Inc. Change Order 3 (2nd Street South Levee and Floodwall)—adjust sidewalk, increase embankment import and inspection trench quantities, and increase contract time for final completion in the amount of $122,928.10;
- Cass County Electric Cooperative (OHB Levee Utility Relocation)—reimbursement agreement for 2017 utility relocations in the amount of $93,915.00.

MOTION, passed

Mr. Grindberg moved and Mr. Paulsen seconded to approve the appropriation of funds for the outlined contracting actions. On roll call vote, the motion carried unanimously.

Mr. Redlinger discussed renewal of a services agreement with Fredrikson & Byron, P.A., which proposes the same monthly rate and terms, and was approved by the Finance Committee. He said there was discussion at the Finance Committee about receiving a written report from Fredrikson & Byron about the services provided.

Mr. Campbell believes the services are important to help assist in the Minnesota legislative session and to help promote the project. He will look into the request for periodic reporting.

- Fredrikson & Byron, P.A. (Government Relations Services)—renewal of agreement for the period of July 1, 2017, through June 30, 2018, at a flat fee of $3,500 per month.

MOTION, passed

Mr. Campbell moved and Mr. Hendrickson seconded to approve the appropriation of funds for the services agreement with Fredrikson & Bryron, P.A. On roll call vote, the motion carried unanimously.

7. OTHER BUSINESS

Mr. Campbell said the Clay County Commission and Moorhead City Council sent letters to Minnesota Governor Mark Dayton to discuss resuming the work group meetings with the Minnesota Department of Natural Resources (MN DNR).

8. NEXT MEETING

The next meeting will be held on Thursday, July 27, 2017.

9. ADJOURNMENT

MOTION, passed

On motion by Mr. Vanyo, seconded by Mr. Peterson, and all voting in favor, the meeting was adjourned at 3:50 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

BRAUN INTERTEC CORPORATION
as Consultant

Dated as of _____ 1, 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. PERSONNEL IDENTIFIED FOR PROJECT DELIVERY 5
11. SUBCONTRACTORS 5
12. TERM 5
13. EXTENSION OF TERM 5
14. COMPENSATION 6
15. INVOICING AND PAYMENT 7
16. RELATIONSHIP BETWEEN PARTIES 9
17. REPRESENTATIONS AND WARRANTIES 9
18. WORKING RELATIONSHIP 10
19. INDEPENDENT PROFESSIONAL JUDGMENT 10
20. STANDARD OF CARE 10
21. SUBSURFACE INVESTIGATIONS 10
22. RECORD DRAWINGS 10
23. CONSULTANT'S INSURANCE 10
24. OPEN RECORDS 14
25. DATA FURNISHED BY THE DIVERSION AUTHORITY 14
26. ACCESS TO FACILITIES AND PROPERTY 15
27. TIMELY REVIEW 15
28. PROMPT NOTICE 15
29. ASBESTOS OR HAZARDOUS SUBSTANCES 15
30. CONTRACTOR INDEMNIFICATION AND CLAIMS 15
31. OWNER'S INSURANCE 16
32. LITIGATION ASSISTANCE 16

DRAFT

33. INDEMNIFICATION 16
34. LIMITATION OF LIABILITY 17
35. BREACH AND REMEDIES 17
36. TERMINATION 18
37. ADDITIONAL PAYMENT 19
38. SUSPENSION, DELAY, OR INTERRUPTION OF WORK 19
39. NOTICE 19
40. PROHIBITION AGAINST ASSIGNMENT 20
41. NO THIRD PARTY BENEFICIARIES 20
42. CONSEQUENTIAL DAMAGES 20
43. MATERIALS AND SAMPLES 20
44. CONSULTANT'S DELIVERABLES 20
45. ACCESS TO CONSULTANT'S ACCOUNTING RECORDS AND AUDIT RIGHTS 20
46. OWNERSHIP 21
47. REUSE OF PROJECT DOCUMENTS 23
48. CONFIDENTIAL INFORMATION AND PUBLICITY 23
49. ENTIRE AGREEMENT; MODIFICATION 24
50. FORCE MAJEURE 24
51. WAIVER 25
52. BINDING EFFECT 25
53. NEGOTIATED AGREEMENT 25
54. SEVERABILITY AND SURVIVAL 25
55. WAIVER OF JURY TRIAL 25
56. DISPUTE RESOLUTION 25
57. CONTROLLING LAW AND VENUE 26

EXHIBIT A – GENERAL SCOPE OF SERVICES

DRAFT

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of _____, 2017, by and between the Metro Flood Diversion Authority (the "Diversion Authority") and Braun Intertec Corporation ("Consultant") (collectively, the "parties").

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

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

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

WHEREAS, the Diversion Authority has selected 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 _____ 1, 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 Braun Intertec Corporation.

"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.

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"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.

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

"Effective Date" means August 1, 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.

"Initial Agreement" means the agreement dated as of June 26, 2014, between Cass County Joint Water Resource District and Consultant.

"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

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County Joint Water Resource District in order to cooperate in the planning and design phase of the Locally Preferred Plan.

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

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

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

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

"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, 2013.

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. 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 September 1, 2017. 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. The Diversion Authority has requested Consultant provide construction inspections, materials testing, and related services for the Project. The scope of Consultant's services will be limited as set forth in the attached Exhibit A, and as assigned by the Diversion Authority through Task Orders on a task-by-task basis. Consultant's

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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.

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

DRAFT

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.

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

Individual	Position	Labor Category	Billing Rate/Hour
Ezra Ballinger/ Nate McKinney	Senior Engineer	128	$187
Ezra Ballinger	Project Manager	226	$167
Various	Structural Steel Inspector	526	$115
Various	Observations Personnel	206, 260, 222	$104
Vicki Peterson/ Jesi Anderson	Project Assistant	238	$94
Various	Testing Personnel/ Sample Pickup	207, 209, 217, 261, 278	$78

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

11. 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.

12. TERM. Unless terminated under Section 36, this Agreement shall remain in full force and effect for a period of approximately three (3) years from the date of execution on August 1, 2017, through December 31, 2019. This Agreement shall take full force and effect on August 1, 2017, upon approval and execution by the Diversion Authority Board. Pursuant to Section 13 of this Agreement and upon expiration of the initial term of this Agreement, this Agreement may be renewed by mutual agreement of the parties.

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

DRAFT

14. COMPENSATION. For all services rendered by Consultant, the Diversion Authority will pay Consultant based on the time spent by those Consultant team members working on the Project and the hourly charging rates applicable to those Consultant team members, plus subcontracts with non-Consultant-affiliated companies and Outside services, plus a service charge of ten percent (10%) on subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Time will be tracked and billed in half (1/2) hour increments for each Consultant team member. Consultant's Hourly Rates for services rendered through December 31, 2017, are listed below. Beginning January 1, 2018, the Hourly Rates Schedule may be increased based on mutual agreement, but will not be increased by an amount exceeding three and one-half percent (3.5%) of the 2017 rates, rounded to the nearest dollar. (For example, the 2018 hourly rate of labor category 207 cannot exceed $80.73 per hour). Beginning January 1, 2019, Hourly Rates and Reimbursable Expenses Schedule may be increased based on mutual agreement, but will not be increased by an amount exceeding three and one-half percent (3.5%) of the 2018 rates, rounded to the nearest dollar. Additionally, Consultant's Reimbursable Expenses for services rendered through December 31, 2019, are listed below.

2017 Rates	
Labor Category	Hourly Rate
207	$78
209	$78
217	$78
261	$78
278	$78
238	$94
206	$104
260	$104
222	$104
526	$115
226	$167
128	$187

2017, 2018, and 2019 Reimbursable Expenses	
Lodging & Meals*	Actual Cost
Per Diem*	$60 per day
Project Mileage	IRS Rates
Project Expenses	Actual Cost
Sub-Consultants	Actual Cost + 10%

*Out-of-town travel expenses

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

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The compensation is payable following the end of each month upon submission by Consultant of a monthly invoice setting forth the services performed in that month on behalf of the Diversion Authority. Invoices shall be sent as required in Section 15 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, and fees, but do not include allowances for subcontracts or outside services allowed by this Agreement.

15. INVOICING AND PAYMENT.

A. Consultant must submit invoices to the Diversion Authority on the fifteenth (15^{th}) day of each month for all services provided and allowed expenses incurred during the preceding month. 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:

Metro Flood Diversion Authority
c/o Nathan Boerboom
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;

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

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

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.

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K. Without waiving any rights to recover payment for reimbursable taxes, fees or other costs per the provisions of Paragraph 14 herein, Consultant must pay in the first instance all fees, fines, taxes, or other costs of doing business related to the services.

16. 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 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.

17. 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

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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.

18. WORKING RELATIONSHIP. Consultant's Senior Engineers 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.

19. 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.

20. 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.

21. 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.

22. RECORD DRAWINGS. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. To the extent that Consultant prepares, compiles, and furnishes information to be incorporated into the Record Drawings, Consultant will be responsible for damages that are incurred by the Diversion Authority to the extent caused by any negligent errors or omissions by Consultant in preparing, compiling, and furnishing such information. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

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

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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;

(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 23(A)(3) through 23(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional liability and Workers Compensation) the Diversion Authority, the State of North Dakota, and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;

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

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

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

DRAFT

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 year thereafter.

(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 33;

(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 or the State of North Dakota.

(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,

DRAFT

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 23(A)(1) and 23(A)(2):

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

(2) Consultant's General Liability under paragraphs 23(A)(3) through 23(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:	$5,000,000
(b) Products- Completed Operations Aggregate:	$2,000,000
(c) Personal and Advertising Injury:	$2,000,000
(d) Each Occurrence (Bodily Injury and Property Damage):	$2,000,000
(e) Property damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.	
(f) Excess or Umbrella liability:	
i. General Aggregate:	$5,000,000
ii. Each Occurrence:	$5,000,000

(3) Automobile Liability under paragraph 23(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

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

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

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

DRAFT

(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;
(b) Diversion Authority; and
(c) State of North Dakota.

(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.

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.

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

25. DATA FURNISHED BY THE DIVERSION AUTHORITY. The Diversion Authority will provide to Consultant all data in the Diversion Authority's possession relating to

DRAFT

Consultant's services on the Project. Consultant may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Diversion Authority.

26. 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.

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 Consultant's subcontractors.

29. ASBESTOS OR HAZARDOUS SUBSTANCES. If asbestos or hazardous substances in any form are encountered or suspected, Consultant will stop its own work in the affected portions of the Project to permit testing and evaluation. If asbestos is suspected, Consultant will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, Consultant will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. Client recognizes that Consultant assumes no risk and/or liability for a waste or hazardous waste site originated by other than Consultant. Under no circumstances shall Consultant be considered to be a generator, storer or transporter of hazardous substances or materials with regard to services provided under this Agreement or the Initial Agreement.

30. CONTRACTOR INDEMNIFICATION AND CLAIMS.

A. The Diversion Authority agrees to include in all construction contracts provisions providing contractor indemnification of the Diversion Authority and Consultant for contractor's negligence.

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

C. The Diversion Authority agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers: "Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties,

DRAFT

shall maintain no direct action against Consultant, Consultant's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the consulting services performed. The Diversion Authority will be the only beneficiary of any undertaking by Consultant."

31. OWNER'S INSURANCE.

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

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

D. The Diversion Authority will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite Owner-furnished equipment and/or materials associated with Consultant's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to Consultant and the construction contractor(s) (or the Diversion Authority), and their respective officers, employees, agents, affiliates, and subcontractors. The Diversion Authority will provide Consultant a copy of such policy.

E. 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.

32. 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.

33. 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

DRAFT

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 33. 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.

34. 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 ten million dollars ($10,000,000). 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 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.

35. 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).

DRAFT

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.

36. 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

(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.

DRAFT

(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.

37. 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.

38. 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.

39. 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: _____
Braun Intertec Corporation
526 10th Street NE, Suite 300
West Fargo, ND 58078

If to Diversion Authority:
Attn: Chair
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

DRAFT

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

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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

DRAFT

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.

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.

46. 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

DRAFT

"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.

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.

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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 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.

47. 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.

48. CONFIDENTIAL INFORMATION AND PUBLICITY.

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

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(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 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.

49. 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.

50. 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.

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51. 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.

52. 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.

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

54. 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.

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

56. DISPUTE RESOLUTION. The Diversion Authority and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. 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

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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.

57. 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.

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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(Additional signature contained on the following page.)

CONSULTANT:

Braun Intertec Corporation

By: _____
_____, President

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EXHIBIT A

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

July 14, 2017

Mr. Peter Chitwood, P.E.
CH2MHill
64 4th Street North, Suite 300
Fargo, ND 58103

Re: Scope for Construction Inspections and Materials Testing
Oxbow, Hickson, and Bakke (OHB) Ring Levee Phases C and D, Work Package 43CD:
Oxbow Country Club Storm and Sanitary Sewers
Volume 2 – Levee, Pump Station, Gatewell, Outfall, Storm and Sanitary Sewers,
Volume 3 – County Road 81 Roadway Package,
Volume 4 – City of Fargo Sanitary Sewer (Relocation for OHB Levee at Oxbow), and Oxbow, Hickson, and Bakke, North Dakota
CR16/17 Roadway Reconstruction, Work Package 28A

Dear Mr. Chitwood:

Braun Intertec Corporation (Braun Intertec) is pleased to submit this proposal to provide construction inspections and materials testing services for the above referenced project.

Our Understanding of Project

The OHB Ring levee project has four construction projects/phases. Each construction phase will have some area of potential overlap with another phase. The phases of construction addressed in this proposal are all included within the document WP-43CD, Volumes 1-4. Volume 1A and 1B list out the projects specifications. The first project is for the storm and sanitary sewers at the Oxbow Country Club and includes 1,200 lineal feet of storm sewer and about 30 feet of sanitary sewer. Phase 2 construction plans come from "Volume 2, WP-43CD", which includes the construction of approximately 5,500 lineal feet of new levee, installations of 5,400 lineal feet of storm sewer and 2,300 feet of gravity sanitary sewer. Phase 3 construction plans come from Volume 3, CR 81 Roadway Package and include the installation of 2,300 lineal feet of sanitary sewer along with construction of 3,475 feet of city streets and 3,165 feet of Cass County Highway 81 (NDDOT Specifications) Road Raise with the road raise as part of the levee construction. Phase 4 construction plans come from "Volume 4, Force Main Relocation for OHB Levee at Oxbow" and includes the installation of 5,400 lineal feet of sanitary sewer forcemain.

The CR16/17 project will include the construction of about 1 ¼ miles of new roadway to route county roads 16 and 17 around the FMM Diversion Inlet Structure. The intersection will include the construction of a concrete paved roundabout.

Available Information

This proposal was prepared using the project plans and specifications listed below. The dates and titles of the project plans that were available to us at the time of this proposal are shown below. If the project changes from the information provided in these documents and information, or if changes are made to the referenced documents and information, we may have to revise this proposal.

- Project Manual for "OHB Sanitary and Storm Sewer Improvements", Oxbow, North Dakota, MEI Project No. 19750, dated May 2017.
- Project plans and specifications provided by CH2MHill for, "OHB Ring Levee Phases C and D, Contract Documents and Technical Specifications, Work Package 43CD, CR 81 Roadway Package, City of Fargo Sanitary Sewer, a.k.a. Volumes 1-4", Dated June 2017.
- 2017 Addendums 1 (June 16), 2 (June 27), and 3 (July 1) for WP-43CD from CH2MHill.
- Project plans and specifications provided by CH2MHill for, "Cass County Road 16 & 17 Realignment, Cass County, North Dakota, WP-28A", dated June 2017.

Scope of Services

We have divided the proposed construction into four different phases correlating with the project plans received in order to provide clarity in our projected scope of services. The four phases are listed as and Phase 1: Oxbow Country Club, Phase 2: WP-43CD, Phase 3: County Road 81 Roadway Package, and Phase 4: City of Fargo Sanitary Sewer. A fifth phase includes the work for CR 16/17.

Oversight Tasks (All 5 Phases)

We will provide technicians and/or engineers, working under the direction a Professional Engineer for this project, to perform our oversight services. Oversight services will be performed on an on-call, as-needed basis. Possible oversight services include:

- Observing and evaluating the suitability of geologic materials exposed along the levee and roadway alignments that will be filled or built upon, including existing grades that are stripped of vegetation, topsoil, existing fill and other unsuitable soils in advance of new levee construction, and the bottoms and sidewalls of inspection trenches and foundation excavations.
- Observing and evaluating the suitability of prospective inspection trench backfill, levee fill and road embankment, including laboratory classification testing.
- Measuring the in-place dry density, moisture content and relative compaction of levee and roadway fill, which includes laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, and the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test, as required, fresh concrete associated with walls, gatewell, lift station, and road construction, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Sample and test, as required, masonry associated with the lift station construction.

- Measure and report, as required, the compressive strength of the concrete test cylinders and masonry cubes.
- Providing project management for the quality control observation and testing services described above – this task includes scheduling field personnel, reviewing observation and test reports, and communicating with the design team, the project contractor(s), other project team members, as needed.
- We have included time in our scope for non-destructive examination of the 42" diameter cathodically protected pipes to be x-ray tested on the welds and observations of the coating from our paintings and coatings inspectors.

Oversight and Testing Frequencies (All 5 Phases)

Though the ultimate extent of our oversight services will depend on the project design features as well as contractors' schedules and progress, we have prepared a budget for our oversight services based on experience with recent projects, discussions with you, and the following task frequencies.

- One Proctor density sample for every 25,000 cubic yards of fill material placed and/or change in material.
- One trip to observe and evaluate subcuts and inspection trenches every 300 linear feet of excavation.
- One trip for density tests every 1,000 lineal feet of levee fill or inspection trench backfill constructed per 1 vertical feet of material placed.
- One trip for density tests every 1 vertical feet of backfill around the lift station or gatewell.
- Utility trench backfill density tests have been projected at 10 trips for both Construction Phase 1: Oxbow Country Club and Phase 4: Volume 4, Force Main Relocation for OHB Levee at Oxbow.
- One trip for sand cone density test every 10 nuclear density tests.
- One trip for density tests every 500 feet of road base.
- One set of concrete cylinders will be cast for every 50 yards of concrete placed for the gatewell, lift station, and walls.
- We assume the lift station will be constructed in 10 concrete placements for a total of 13 concrete sets.
- 6 masonry cubes per trip for masonry observation and testing for the lift station with a total of 3 trips.
- One trip for asphalt sample pick up per 1,000 feet of road construction for both wear and non-wear coarse asphalt for an estimated 8 trips.
- Tests will be ready to perform immediately upon arrival to the site, and some overlap of testing locations (utilities, levee, etc.) will occur.
- We have also included time for a geotechnical engineer to review and submit the test reports, and periodic reports of the projects' progress.
- Structural steel testing for the gatewell and lift station will be performed in four trips averaging 4 hours each.

Oversight and Field Testing (Phase 3 and 5 additional requirements, NDDOT)

We will furnish the additional tests for Phases 3 & 5:

- Seven pipe installations requiring tests on each side of the pipe for every 1 foot lift for Phase 3 and ten pipe installations for Phase 5.
- All compaction testing will be completed with sand cone methods.
- Asphalt paving will be performed at a rate of approximately 1800 tons/day for County Road 81 and all paving will be performing over 3 different days for Phase 5.
- Our costs are based on gradations passing and relatively similar soils being encountered such that only 5 Modified Proctor tests are required for Phase 3 and 5 Standard Proctor tests for Phase 5. If additional gradations are required because of failing tests or additional proctors based on change in material, additional costs may occur.
- Based on our conversations we understand that the contractor will be required to provide a soils and bituminous lab on the project site for us to use to perform tests for both Phases 3 and 5.

Project Management

The project manager will oversee the laboratory testing results and verify that the information is properly transmitted. The project manager will spend about 2-3 hours during each week reviewing test results, supervising technicians, scheduling and approving and submitting monthly invoices.

During the project, the project manager may visit the project site and attend project progress meetings as needed. Once the project is completed, the project manager will compile testing information for the project records for final submission to CH2MHill.

Cost

Each phase has been designated a scope for cost estimation purposes. Each phase will be billed at our agreed upon fee schedule set up for Braun Project B14-04209.

Table 1, below, presents our incremental phase costs and total estimated cost for all phases.

Table 1. Estimated Project Costs

Service	Project	Construction Phase	Estimated Costs
Construction Inspections and Materials Testing	Oxbow Country Club	1	$5,441.00
Construction Inspections and Materials Testing	WP-43CD	2	$69,250.00
NDDOT Inspections and Materials Testing	County Road 81 Roadway Package	3	$37,957.00

Service	Project	Construction Phase	Estimated Costs
Construction Inspections and Materials Testing	City of Fargo Sanitary Sewer	4	$13,313.00
Construction Inspections and Materials Testing	CR 16/17 Realignment	5	$21,259.00
All	All	All	$147,220.00

We would be happy to meet with you and discuss our proposed scope of services further, clarifying the various scope components, or discussing how the scope may be adjusted to meet your project requirements.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

General Remarks

We appreciate the opportunity to present this proposal to you. The proposed fee is based on the scope of services described. We assume that this work will be authorized under a new contract developed by CH2MHill. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Ezra Ballinger at 701.232.8701.

Sincerely,

BRAUN INTERTEC CORPORATION

Matthew A. Haugstad, EI
Staff Engineer

Ezra Ballinger, PE
Principal/Senior Engineer

Attachments:
Cost Estimate Sheets (5)

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB061189

Construction Phase 1: Oxbow Country Club - Storm and Sanitary Sewer

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee Oxbow Country Club Oxbow, North Dakota	Construction Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 1:	**Construction Materials Testing**				
Activity 1.1	**Soil Observations and Testing**				**$3,856.00**
207	**Compaction Testing - Nuclear**	25.00	Hour	78.00	$1,950.00
1308	**Nuclear moisture-density meter charge, per hour**	25.00	Each	23.00	$575.00
209	**Sample pick-up**	2.00	Hour	78.00	$156.00
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	1.00	Each	107.00	$107.00
1172	**Mechanical (sieve)-hydrometer analysis (ASTM D 422), per**	2.00	Each	174.00	$348.00
1318	**Standard Proctor Test(ASTM D 698)**	2.00	Each	185.00	$370.00
1861	**Fargo Trip Charge**	10.00	Each	35.00	$350.00
Activity 1.2	**Project Management and Oversight**				**$1,585.00**
226	**Project Manager**	2.00	Hour	167.00	$334.00
128	**Senior Engineer**	6.00	Hour	187.00	$1,122.00
238	**Project Assistant**	1.00	Hour	94.00	$94.00
1861	**CMT Trip Charge**	1.00	Hour	35.00	$35.00
					$5,441.00

Project Total **$5,441.00**

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Project Proposal

QTB061189

Construction Phase 2: WP-43CD, Volume 2

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee; Levee, Pump Station, Gatewell, Storm and Sanitary Sewers Near County Road 81 and Main Avenue Oxbow, North Dakota	Construction Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 2:	**Construction Materials Testing**				
Activity 2.1	**Soil Observations**				**$39,644.00**
206	**Excavation Observations**	76.00	Hour	104.00	$7,904.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Levee Inspection Trenches *19.00* *Trips* *4.00* *76.00*				
207	**Compaction Testing - Nuclear**	183.00	Hour	78.00	$14,274.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Inspection Trenches *6.00* *Trips* *2.00* *12.00*				
	Embankment *7.00* *Trips* *2.00* *14.00*				
	Utilities *12.00* *Trips* *2.00* *24.00*				
	Roads *18.00* *Trips* *2.00* *36.00*				
	Pump Station *26.00* *Trips* *1.50* *39.00*				
	Gatewell *36.00* *Trips* *1.50* *54.00*				
	Wall Backfill *2.00* *Trips* *2.00* *4.00*				
217	**Compaction Testing - Non- Nuclear**	23.00	Hour	78.00	$1,794.00
209	**Sample pick-up**	10.00	Hour	78.00	$780.00
1308	**Nuclear moisture-density meter charge, per hour**	183.00	Each	23.00	$4,209.00
1174	**Organic Content**	2.00	Each	74.00	$148.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	10.00	Each	132.00	$1,320.00
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	10.00	Each	107.00	$1,070.00
1166	**200 wash (ASTM C 117), per sample**	10.00	Each	74.00	$740.00
1172	**Mechanical (sieve)-hydrometer analysis (ASTM D 422), per**	10.00	Each	174.00	$1,740.00
1318	**Standard Proctor Test(ASTM D 698)**	10.00	Each	185.00	$1,850.00
1322	**One-point Proctor check**	2.00	Each	70.00	$140.00
1861	**CMT Trip Charge**	105.00	Each	35.00	$3,675.00
Activity 2.2	**Concrete and Masonry Observations and Testing**				**$14,582.00**
260	**Concrete and Masonry Observation**	24.00	Hour	104.00	$2,496.00
261	**Concrete and Masonry Testing**	72.00	Hour	78.00	$5,616.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Pump Station *16.00* *Trips* *3.00* *48.00*				
	Gatewell *8.00* *Trips* *3.00* *24.00*				
1369	**Compressive strength of 4 x 8" concrete cylinders (ASTM C 39**	126.00	Each	30.00	$3,780.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Pump Station *13.00* *Set* *6.00* *78.00*				
	Gatewell *8.00* *Set* *6.00* *48.00*				
1404	**Compressive strength - Block (ASTM C 140), per specimen**	18.00	Each	30.00	$540.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Pump Station *3.00* *Set* *6.00* *18.00*				
278	**Concrete and Masonry Pick up**	15.00	Hour	78.00	$1,170.00
1861	**CMT Trip Charge**	28.00	Each	35.00	$980.00

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Project Proposal

QTB061189

Construction Phase 2: WP-43CD, Volume 2

Activity 2.3	**Structural Steel**				**$7,050.00**
226	**Structural Steel Inspector**	16.00	Hour	115.00	$1,840.00
1861	**CMT Trip Charge**	10.00	Hour	35.00	$350.00
	NDE Inspector & equip	12.00	Hour	225.00	$2,700.00
	non-NACE certified coatings inspector	16.00	Hour	135.00	$2,160.00
Activity 2.4	**Project Management and Oversight**				**$7,974.00**
226	**Project Manager**	26.00	Hour	167.00	$4,342.00
128	**Senior Engineer**	10.00	Hour	187.00	$1,870.00
238	**Project Assistant**	18.00	Hour	94.00	$1,692.00
1861	**CMT Trip Charge**	2.00	Hour	35.00	$70.00
					$69,250.00

Project Total **$69,250.00**

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Project Proposal

Construction Phase 3: CR 81 Roadway Package, Volume 3

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee: County Road 81 Near County Road 81 and Oxbow Drive Oxbow, North Dakota	Construction Materials Testing - NDDOT Specs

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 3:	**Construction Materials Testing**				
Activity 3.1	**Soil Observations**				**$19,776.00**
217	**Compaction Testing - Non- Nuclear**	200.00	Hour	78.00	$15,600.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	18.00	Each	132.00	$2,376.00
1318	**Modified Proctor Test (ASTM D 1557)**	5.00	Each	185.00	$925.00
1861	**CMT Trip Charge**	25.00	Each	35.00	$875.00
Activity 3.2	**Pavements**				**$10,750.00**
222	**Bituminous Observations & Testing**	100.00	Hour	104.00	$10,400.00
1861	**CMT Trip Charge**	10.00	Each	35.00	$350.00
Activity 3.3	**Project Management and Oversight**				**$7,431.00**
226	**Project Manager**	25.00	Hour	167.00	$4,175.00
128	**Senior Engineer**	10.00	Hour	187.00	$1,870.00
238	**Project Assistant**	14.00	Hour	94.00	$1,316.00
1861	**CMT Trip Charge**	2.00	Hour	35.00	$70.00
					$37,957.00

Project Total **$37,957.00**

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB061189

Construction Phase 4: Force Main Relocation for OHB Levee at Oxbow, Volume 4

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee: Force Main Relocation Near County Road 81 and Main Ave Oxbow, North Dakota	Construciton Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 4: WM	**Construction Materials Testing**				
Activity 4.1	**Soil Observations**				**$11,192.00**
206	**Excavation Observations**	8.00	Hour	104.00	$832.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Levee Inspection Trenches *2.00* *Trips* *4.00* *8.00*				
207	**Compaction Testing - Nuclear**	65.00	Hour	78.00	$5,070.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Inspection Trenches *8.00* *Trips* *2.50* *20.00*				
	Embankment *8.00* *Trips* *2.50* *20.00*				
	Utilities *10.00* *Trips* *2.50* *25.00*				
217	**Compaction Testing - Non- Nuclear**	9.00	Hour	84.00	$756.00
209	**Sample pick-up**	4.00	Hour	78.00	$312.00
1308	**Nuclear moisture-density meter charge, per hour**	65.00	Each	23.00	$1,495.00
1174	**Organic Content**	2.00	Each	74.00	$148.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	2.00	Each	132.00	$264.00
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	2.00	Each	107.00	$214.00
1166	**200 wash (ASTM C 117), per sample**	2.00	Each	74.00	$148.00
1172	**Mechanical (sieve)-hydrometer analysis (ASTM D 422), per**	2.00	Each	174.00	$348.00
1318	**Standard Proctor Test(ASTM D 698)**	3.00	Each	185.00	$555.00
1861	**CMT Trip Charge**	30.00	Each	35.00	$1,050.00
Activity 4.2	**Project Management and Oversight**				**$2,121.00**
226	**Project Manager**	8.00	Hour	167.00	$1,336.00
128	**Senior Engineer**	2.00	Hour	187.00	$374.00
238	**Project Assistant**	4.00	Hour	94.00	$376.00
1861	**CMT Trip Charge**	1.00	Hour	35.00	$35.00
					$13,313.00

Project Total **$13,313.00**

BRAUN INTERTEC
The Science You Build On.

Project Proposal

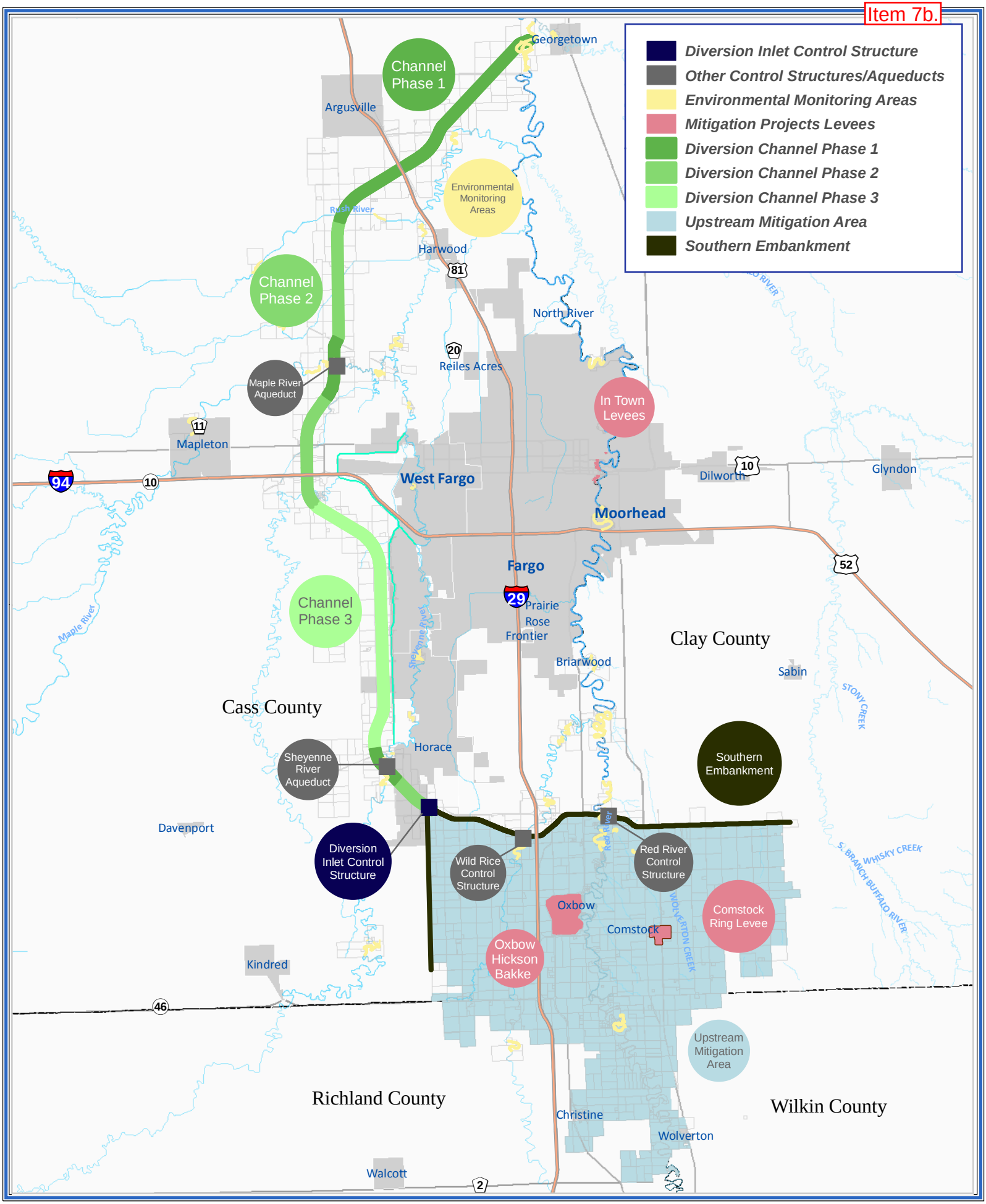
Construction Phase 5: CR 16/17 Roadway Realignment

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	County Road 16 & 17 Fargo, North Dakota	Construction Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 5:	**Construction Materials Testing**				
Activity 5.1	**Soil Observations**				**$8,921.00**
217	**Compaction Testing - Non- Nuclear**	80.00	Hour	78.00	$6,240.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	8.00	Each	132.00	$1,056.00
1318	**Standard Proctor Test (ASTM D 698)**	5.00	Each	185.00	$925.00
1861	**CMT Trip Charge**	20.00	Each	35.00	$700.00
Activity 5.2	**Pavements**				**$6,765.00**
222	**Pavement Observations & Testing**	60.00	Hour	104.00	$6,240.00
1861	**CMT Trip Charge**	15.00	Each	35.00	$525.00
Activity 5.3	**Project Management and Oversight**				**$5,573.00**
226	**Project Manager**	15.00	Hour	167.00	$2,505.00
128	**Senior Engineer**	10.00	Hour	187.00	$1,870.00
238	**Project Assistant**	12.00	Hour	94.00	$1,128.00
1861	**CMT Trip Charge**	2.00	Hour	35.00	$70.00
					$21,259.00

Project Total **$21,259.00**



Maps are for graphical purposes only. They do not represent a legal survey. While every effort has been made to ensure that these data are accurate and reliable, The Diversion Authority does not guarantee the accuracy of the information, and waives any warranty or guarantee of any kind, express or implied. The data involved in the project is continuously refined and revised; you should not rely on this information for technical purposes or accuracy.

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FM Area Diversion Key Acquisition Areas

6/13/2017

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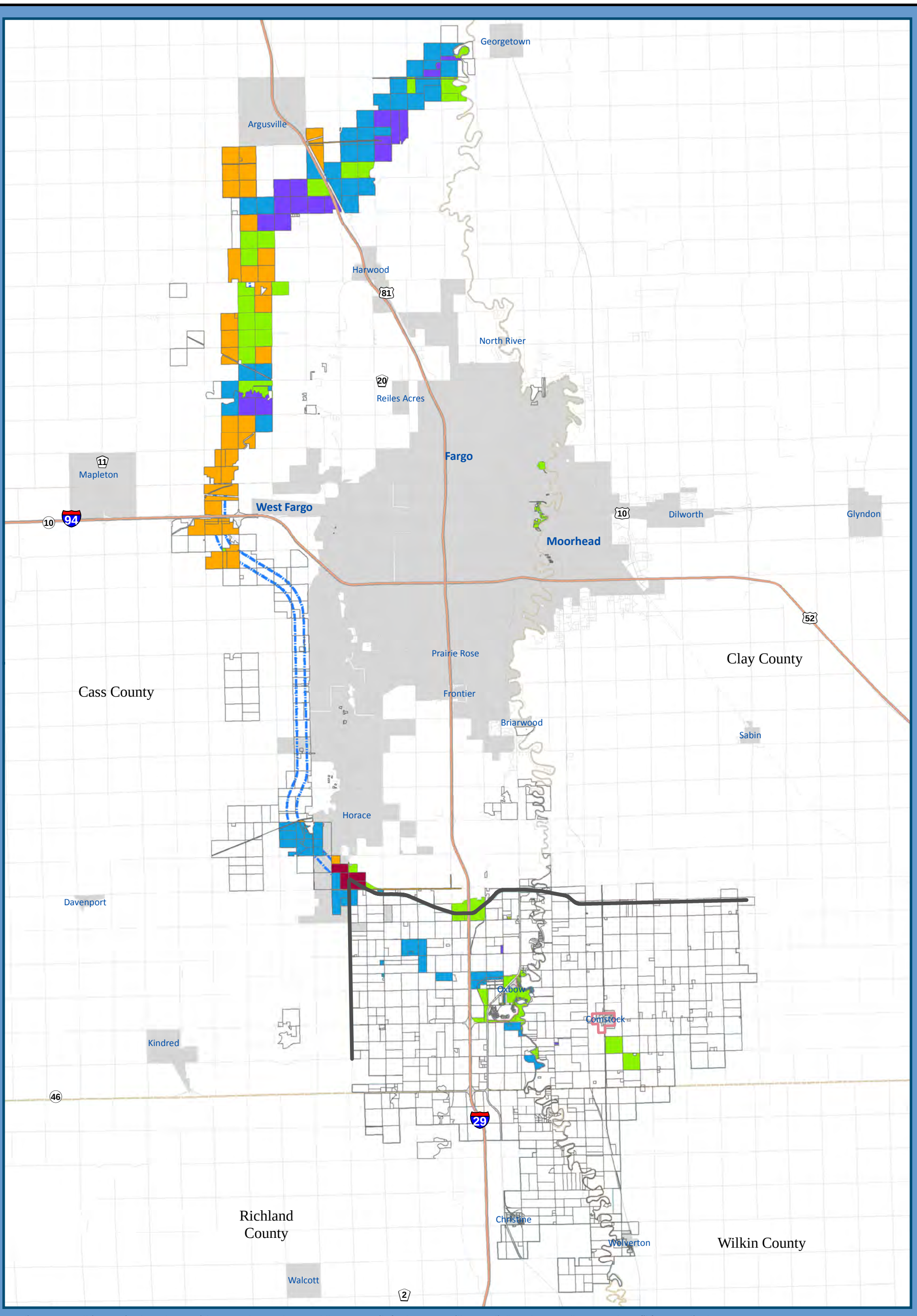

Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
Date: 7/19/2017 | Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet

STATUS

- Impacted Parcel (1,201)
- Appraisal Pending (82)
- In Negotiation (117)
- Purchase Agreement Signed (25)
- Acquired; Easement Secured (161)
- Condemnation for Acquisition (6)

0 1.75 3.5 Miles

Property Acquisition Status Report

7/19/2017

FM AREA DIVERSION PROJECT

AE2S
Advanced Engineering and Environmental Services, Inc.

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FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 06/30/2017

		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	16,394,785	114,459,947
Cass County		443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	6,777,980	181,345,804
State Water Commission				3,782,215	602,918	31,056,740	101,436,302	10,396,226	147,274,401
Other Agencies		98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	706,805
Reimbursements							33,880	4,971	38,851
Lease/Rental Payments				17,358	154,180	180,341	260,806	263,617	876,301
Asset Sales					616,774	315,892	175,190	-	1,107,856
Miscellaneous				226	626	427		271,680	272,959
Total Revenues		984,751	17,005,957	19,517,490	44,425,900	94,465,340	235,574,227	34,109,259	446,082,924
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	286,220	1,799,258
	7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	1,332,941	26,568,033
	7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	6,958,490	36,101,340
	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	16,545,915	142,880,219
	7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	33,724	2,210,713
	7940 WIK Mitigation - North Dakota				587,180			30,595	617,775
	7941 WIK Mitigation - Minnesota								-
	7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	3,120,655	66,392,264
	7951 Construction - Minnesota								-
	7952 Construction - O/H/B				11,282,504	5,044,001	776,720	58,584	17,161,809
	7955 Construction Management				556,209	2,867,422	5,182,366	880,490	9,486,487
	7980 Operations & Maintenance							6,403	6,403
	7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	5,459,360	11,797,624
	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	35,943,378	368,344,264

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

		Amount
Assets		
Cash	$	78,405,107
Receivables		
State Water Commission *		728,755
Proceeds from Oxbow Lot Sales		1,419,370
Total assets		**80,553,231**
Liabilities		
Vouchers payable		318,803
Retainage payable		2,495,769
Total liabilities		**2,814,572**
NET POSITION	**$**	**77,738,660**

***** Receivable balance is as of 5.31.2017

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

	FY 2017 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	2,844	16,395			
Cass County	-	988	6,778			
State of ND - 50 % Match	-	429	4,519			
State of ND - 100% Match	-	268	5,877			
State of Minnesota	-		-			
Other Agencies	-		-			
Financing Proceeds	-		-			
Reimbursements	-	0	5			
Sales of Assets	-		-			
Property Income	-	-	264			
Miscellaneous	-	24	272			
Total Revenue Sources	**241,311**	**4,554**	**34,109**	**-**	**-**	**207,202**
Funds Appropriated (Rev1 - 27Apr2017)						
Diversion Channel & Assoc. Infrastructure	8,801	1,311	5,624.06	64%	4,079	(901)
Southern Embankment & Assoc. Infrastructure	1,230	8	1,238.36	101%	39	(47)
Other Mitigation Projects	24,246	28	199.91	1%	1,293	22,754
In-Town Flood Protection	46,176	1,086	4,583.16	10%	2,859	38,734
Enabling Work / Other	9,811	-	-	0%		9,811
Land Acquisition & Mitigation	107,420	1,766	15,594.56	15%	29,377	62,448
Engineering & Design Fees	10,694	606	1,537.65	14%	4,239	4,917
Program Management	17,247	1,161	6,243.88	36%	19,089	(8,085)
Contingency	7,449	-	-	0%		7,449
Debt Service	8,137	403	915.39	11%	1,209	6,013
Maintenance	100	-	6.40	6%	-	94
Total Appropriations	**241,311**	**6,368**	**35,943**	**15%**	**62,183**	**143,185**

Summary Of Expenses
EXP-2017-06

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7910-429.33-20	6/26/2017	JB061700	City of Fargo	$4,723.26		V00102	General & Admin. WIK
			Other Services / Accounting Services	**$4,723.26**			
790-7910-429.33-25	6/21/2017	278855	ERIK R JOHNSON & ASSOCI	$490.50		V00102	General & Admin. WIK
	7/6/2017	279291	Turman & Lang	$3,050.00		V02407	OXBOW MOU-LEGAL SERVICES
			Other Services / Legal Services	**$3,540.50**			
790-7910-429.33-98	6/14/2017	278679	CPS HR Consulting	$5,206.14		V03601	
	7/6/2017	279214	CPS HR Consulting	$9,344.52		V03601	
			Other Services / Personnel Recruitment	**$14,550.66**			
790-7915-429.33-05	6/14/2017	278669	BEAVER CREEK ARCHAEOL	$6,927.87		V02601	CULTURAL INVESTIGATION
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$16,458.75		V01614	TRANS/DRAINAGE MASTER PLN
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$44,190.10		V01622	Mitigation Support Services
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$2,545.50		V01620	SEAI I-29 GRADE RAISE DESIGN
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$648.00		V01615	DRAFT OPERATIONS PLAN
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$74,237.03		V01613	LEVEE DESIGN & SUPPORT
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$4,432.85		V01608	WORK-IN-KIND (WIK)
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$90,103.75		V01616	PERMIT SUBMITTAL PREP
	6/28/2017	279091	HOUSTON-MOORE GROUP L	$788.50		V01608	WORK-IN-KIND (WIK)
	6/28/2017	279091	HOUSTON-MOORE GROUP L	$73.00		V01614	TRANS/DRAINAGE MASTER PLN
	6/28/2017	279091	HOUSTON-MOORE GROUP L	$29,915.99		V01616	PERMIT SUBMITTAL PREP
	6/28/2017	279091	HOUSTON-MOORE GROUP L	$795.26		V01620	SEAI I-29 GRADE RAISE DESIGN
	6/28/2017	279174	URS CORPORATION	$26,250.00		V01003	CULTURAL RESOURCES INVEST
	7/6/2017	279238	HOUSTON-MOORE GROUP L	$1,864.80		V01607	RECREATION/USE MASTER PLN
	7/6/2017	279238	HOUSTON-MOORE GROUP L	$7,330.50		V01622	Mitigation Support Services
	7/6/2017	279238	HOUSTON-MOORE GROUP L	$111,131.50		V01613	LEVEE DESIGN & SUPPORT
	7/6/2017	279291	MOORE ENGINEERING INC	$1,170.00		V02402	OXBOW MOU-PRELIM ENGINRN
			Other Services / Engineering Services	**$418,863.40**			
790-7920-429.33-05	6/14/2017	278717	HOUSTON-MOORE GROUP L	$58,537.27		V01601	HMG - PROJECT MANAGEMENT
	6/28/2017	279091	HOUSTON-MOORE GROUP L	$46,328.87		V01601	HMG - PROJECT MANAGEMENT
			Other Services / Engineering Services	**$104,866.14**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7920-429.33-79	6/14/2017	278675	CH2M Hill Engineers Inc	$811,643.46		V00207	
	7/6/2017	279291	MOORE ENGINEERING INC	$8,081.50		V02421	OXBOW MOU-MOORE PROJ MG
			Other Services / Construction Management	**$819,724.96**			
790-7930-429.33-05	6/14/2017	278717	HOUSTON-MOORE GROUP L	$44,784.02		V01618	WP28 - CR-16/CR-17 BRIDGE
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$472.50		V01606	LAND MANAGEMENT SERVICES
	6/14/2017	278717	HOUSTON-MOORE GROUP L	$3,939.00		V01610	UTILITIES DESIGN
	6/28/2017	279053	ADVANCED ENGINEERING I	$4,067.50		V01202	Cass Joint Water DPAC
	6/28/2017	279053	MOORE ENGINEERING INC	$7,736.40		V01201	Cass Joint Water ROE
	6/28/2017	279053	Prosource Technologies, Inc	$11,856.29		V01203	Cass Joint Water OHB
	6/28/2017	279091	HOUSTON-MOORE GROUP L	$25,789.25		V01618	WP28 - CR-16/CR-17 BRIDGE
	7/6/2017	279238	HOUSTON-MOORE GROUP L	$2,100.00		V01606	LAND MANAGEMENT SERVICES
	7/6/2017	279238	HOUSTON-MOORE GROUP L	$4,190.45		V01610	UTILITIES DESIGN
			Other Services / Engineering Services	**$104,935.41**			
790-7930-429.33-06	6/28/2017	279053	BRAUN INTERTEC CORP	$4,614.50		V01203	Cass Joint Water OHB
			Other Services / Quality Testing	**$4,614.50**			
790-7930-429.33-25	6/28/2017	279053	Larkin Hoffman Attorneys	$6,745.00		V01201	Cass Joint Water ROE
	6/28/2017	279053	OHNSTAD TWICHELL PC	$2,404.42		V01202	Cass Joint Water DPAC
	6/28/2017	279053	OHNSTAD TWICHELL PC	$11,027.50		V01203	Cass Joint Water OHB
	6/28/2017	279053	OHNSTAD TWICHELL PC	$70,164.30		V01201	Cass Joint Water ROE
	7/3/2017	621	DORSEY & WHITNEY LLP	$156,219.12		V00101	Dorsey Whitney Legal
	7/4/2017	623	DORSEY & WHITNEY LLP	$131,557.10		V00101	Dorsey Whitney Legal
			Other Services / Legal Services	**$378,117.44**			
790-7930-429.33-79	6/14/2017	278675	CH2M Hill Engineers Inc	$602,498.33		V00207	
			Other Services / Construction Management	**$602,498.33**			
790-7930-429.38-61	6/28/2017	279053	Sentry Security, Inc.	$3,703.19		V01203	Cass Joint Water OHB
			Security Services	**$3,703.19**			
790-7930-429.38-99	6/28/2017	279053	LYNN JOHNSON LOCK & KE	$201.40		V01701	ND LAND PURCH-OUT OF TOWN
			Other Services / Other Services	**$201.40**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.55-10	6/28/2017	279053	BROKERAGE PRINTING	$3,214.00		V01202	Cass Joint Water DPAC
				$3,214.00			
790-7930-429.61-50	6/28/2017	279053	American Mail House Inc	$22,729.59		V01202	Cass Joint Water DPAC
			General Supplies / Postage	**$22,729.59**			
790-7930-429.62-51	6/28/2017	279053	Cass County Electric Cooperativ	$3,012.51		V01701	ND LAND PURCH-OUT OF TOWN
			Energy / Electricity	**$3,012.51**			
790-7930-429.67-11	6/28/2017	279053	9655 - MCQUILLAN	$5,563.25		V01701	ND LAND PURCH-OUT OF TOWN
	6/28/2017	279053	9661 - ANDERSON 12	$502,894.16		V01701	ND LAND PURCH-OUT OF TOWN
			Relocation / Residential Buildings	**$508,457.41**			
790-7930-429.71-30	6/28/2017	279053	1889 - LEHER	$5,000.00		V01701	ND LAND PURCH-OUT OF TOWN
	6/28/2017	279053	9505 - CHAMP	$636,000.00		V01701	ND LAND PURCH-OUT OF TOWN
	6/28/2017	279053	9509 - NEWMAN 3	$112,304.99		V01701	ND LAND PURCH-OUT OF TOWN
	6/28/2017	279053	9661 - ANDERSON 12	$234,125.62		V01701	ND LAND PURCH-OUT OF TOWN
	6/28/2017	279053	9789 - IDEALAGCORP	$30,120.68		V01701	ND LAND PURCH-OUT OF TOWN
			Land / Land Purchases	**$1,017,551.29**			
790-7930-429.71-31	6/28/2017	279053	1994 - MATHISON 3	$750.00		V01701	ND LAND PURCH-OUT OF TOWN
	6/28/2017	279053	Easements	$1,500.00		V01201	Cass Joint Water ROE
			Land / Easements	**$2,250.00**			
790-7931-429.62-51	6/28/2017	279053	RED RIVER VALLEY COOPE	$64.38		V02302	MN LAND PURCHASE-HARDSHIP
			Energy / Electricity	**$64.38**			
790-7931-429.67-11	6/28/2017	279053	1802 - ANDERSON 4	$3,850.00		V02302	MN LAND PURCHASE-HARDSHIP
			Residential Buildings	**$3,850.00**			
790-7940-429.33-05	6/28/2017	279179	Western Area Power Administrat	$30,000.00		V04101	
			Other Services / Engineering Services	**$30,000.00**			
790-7950-429.38-99	6/28/2017	279054	Glacier Dust Control	$4,073.36		V04201	
	6/28/2017	279054	Northstar Safety Inc.	$4,290.00		V04201	
			Other Services / Other Services	**$8,363.36**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7950-429.73-52	6/14/2017	278718	INDUSTRIAL BUILDERS INC	$432,902.50		V02819	2ND ST N FLOODWALL
	6/14/2017	278719	INDUSTRIAL CONTRACT SE	$459,556.35		V02805	PUMP STATION & FLOODWALL
			Infrastructure / Flood Control	**$892,458.85**			
790-7952-429.33-79	6/28/2017	279053	Gary Killebrew	$26,000.00		V01204	Cass Joint Water OCC
			Other Services / Construction Management	**$26,000.00**			
790-7955-429.33-05	6/28/2017	279091	HOUSTON-MOORE GROUP L	$123,041.38		V02806	CONSTRUCTION SVCS WP42
			Other Services / Engineering Services	**$123,041.38**			
790-7955-429.33-06	6/14/2017	278791	TERRACON CONSULTING E	$1,971.50		V02802	WP-42 MATERIALS TESTING
			Other Services / Quality Testing	**$1,971.50**			
790-7990-429.33-05	6/14/2017	278717	HOUSTON-MOORE GROUP L	$340,342.36		V01621	P3 PROCUREMENT SUPPORT
	7/6/2017	279238	HOUSTON-MOORE GROUP L	$170,539.69		V01621	P3 PROCUREMENT SUPPORT
			Other Services / Engineering Services	**$510,882.05**			
790-7990-429.33-06	6/28/2017	279023	American Enterprises, Inc.	$29,000.00		V04001	
			Other Services / Quality Testing	**$29,000.00**			
790-7990-429.33-25	6/28/2017	279026	ASHURST LLP	$154,353.17		V03001	P3 Legal Console - Ashford
	7/3/2017	621	OHNSTAD TWICHELL PC	$155,505.28		V00102	General & Admin. WIK
	7/4/2017	623	OHNSTAD TWICHELL PC	$109,098.04		V00102	General & Admin. WIK
			Other Services / Legal Services	**$418,956.49**			
790-7990-429.34-55	6/21/2017	278896	Ernst & Young	$62,639.50		V03301	PPP FINANCL ADVISORY SVCS
	6/28/2017	279163	SPRINGSTED INCORPORATE	$37,537.36		V03101	Financial Advisory Services
			Technical Services / Financial Advisor	**$100,176.86**			
790-7990-520.80-20	6/14/2017	278674	Wells Fargo	$107,337.51		V02904	$100M CASS WELLS FAR ADVNC
	6/13/2017	JB061700	Wells Fargo	$46,448.48		V02903	$100M COF WELLS FAR ADVNC
	6/28/2017	JB061700	Wells Fargo	$51,795.09		V02903	$100M COF WELLS FAR ADVNC
			Debt Service / Interest On Bonds	**$205,581.08**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
			Total Amount Invoiced this period:	**$6,367,899.94**			
				$0.00	**Less Paid Retainage**		
				$6,367,899.94	**Total Less Paid Retainage**		

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

Row Labels	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	$ 170,532,456.64	$ 141,269,461.50	$ 29,262,995.14	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	$ 50,618,819.01	$ 32,384,331.37	$ 18,234,487.64	Program, Project, Construction and Land Management
INDUSTRIAL BUILDERS INC	$ 39,559,594.26	$ 38,231,303.68	$ 1,328,290.58	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	$ 37,144,224.89	$ 33,131,375.82	$ 4,012,849.07	Engineering Services
INDUSTRIAL CONTRACT SERVICES I	$ 17,576,871.19	$ 17,409,836.46	$ 167,034.73	Const - 4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	$ 15,490,397.61	$ 14,777,364.92	$ 713,032.69	MOU Agreement
ASHURST LLP	$ 6,715,133.70	$ 3,337,147.30	$ 3,377,986.40	PPP (P3) Legal Counsel
DORSEY & WHITNEY LLP	$ 4,436,071.69	$ 4,436,071.69	$ -	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	$ 3,377,000.00	$ 2,167,809.30	$ 1,209,190.70	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	$ 2,312,244.32	$ 2,077,650.82	$ 234,593.50	Const - In-Town Demolition Contracts
URS CORPORATION	$ 1,922,118.42	$ 1,757,242.17	$ 164,876.25	Engineering Services
KENNELLY & OKEEFFE	$ 1,729,110.56	$ 1,729,110.56	$ -	Home Buyouts
HOUGH INCORPORATED	$ 1,603,909.25	$ 1,215,633.53	$ 388,275.72	Const - 2nd Street South Flood Control
REINER CONTRACTING INC	$ 1,601,366.99	$ 1,598,471.70	$ 2,895.29	Const - El Zagal Flood Risk Management
CITY OF FARGO	$ 1,655,871.94	$ 1,655,871.94	$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
CASS COUNTY TREASURER	$ 1,532,400.54	$ 1,418,147.21	$ 114,253.33	Property Taxes and Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	$ 1,662,566.54	$ 1,662,566.54	$ -	ROE and Bonding Legal Fees
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
XCEL ENERGY	$ 908,800.84	$ 718,970.12	$ 189,830.72	Utility Relocation
TERRACON CONSULTING ENGINEERS	$ 828,792.49	$ 819,851.42	$ 8,941.07	Materials Testing
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	$ 524,266.63	$ 524,266.63	$ -	Legal Services
HOFFMAN & MCNAMARA NURSERY&LAN	$ 519,954.74	$ -	$ 519,954.74	Construction - Landscape
RED RIVER BASIN COMMISSION	$ 500,000.00	$ 500,000.00	$ -	Retention Projects - Engineering Services
NORTHERN TITLE CO	$ 484,016.00	$ 484,016.00	$ -	Land Purchases
AT & T	$ 461,031.30	$ 461,031.30	$ -	Utility Relocation
SCHMIDT AND SONS CONSTRUCTION	$ 344,978.00	$ -	$ 344,978.00	Oxbow Housing Relocation
702 COMMUNICATIONS	$ 326,243.91	$ 266,892.07	$ 59,351.84	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	$ 276,990.00	$ 146,109.77	$ 130,880.23	Engineering Services
FARGO MOORHEAD METROPOLITAN	$ 253,858.35	$ 253,858.35	$ -	
BUFFALO-RED RIVER WATERSHED DI	$ 220,768.00	$ -	$ 220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	$ 200,000.00	$ 200,000.00	$ -	Oxbow MOU - Golf Course Consulting Agreement
AON RISK SERVICES CENTRAL, INC	$ 150,000.00	$ 119,508.32	$ 30,491.68	P3 Risk Advisory Services
CABLE ONE (FARGO)	$ 148,511.37	$ -	$ 148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	$ 146,460.00	$ 146,460.00	$ -	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	$ 145,380.00	$ -	$ 145,380.00	Retention Projects - Engineering Services
SPRINGSTED INCORPORATED	$ 136,903.21	$ 136,903.21	$ -	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	$ 231,650.00	$ 135,167.00	$ 96,483.00	Ag Risk Study Services
AT&T NETWORK OPERATIONS	$ 125,238.30	$ 125,238.30	$ -	Utility Relocation
ENVENTIS	$ 115,685.62	$ 115,685.62	$ -	Utility Relocation

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

Row Labels	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
FREDRIKSON & BYRON, PA	$ 102,296.12	$ 102,296.12	$ -	Lobbying Services
UNITED STATES GEOLOGICAL SURVE	$ 104,600.00	$ 104,600.00	$ -	Water Level Discharge Collection
BRAUN INTERTEC CORP	$ 77,629.00	$ 77,629.00	$ -	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	$ 76,000.00	$ 76,000.00	$ -	Easement Purchase for El Zagal Levee
CENTURYLINK ASSET ACCOUNTING-B	$ 74,195.92	$ 74,195.92	$ -	Utility Relocation
GRAY PANNELL & WOODWARD LLP	$ 66,300.68	$ 66,300.68	$ -	Legal Services
NIXON PEABODY LLC	$ 60,000.00	$ 60,000.00	$ -	Legal Services
MIDCONTINENT COMMUNICATIONS	$ 54,738.44	$ -	$ 54,738.44	Utility Relocation
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
CLAY COUNTY AUDITOR	$ 34,538.71	$ 34,538.71	$ -	Property Tax, Home Buyout Demo
GEOKON INC	$ 33,815.36	$ 33,815.36	$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	$ 33,066.02	$ 33,066.02	$ -	Property Management Services
WARNER & CO	$ 30,049.00	$ 30,049.00	$ -	General Liability Insurance
WESTERN AREA POWER ADMINISTRAT	$ 30,000.00	$ 30,000.00	$ -	
AMERICAN ENTERPRISES INC	$ 29,000.00	$ 29,000.00	$ -	Test Pits
CPS HR CONSULTING	$ 26,500.00	$ 19,550.66	$ 6,949.34	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
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
SEIGEL COMMUNICATIONS SERVICE	$ 1,490.00	$ 1,490.00	$ -	Public Outreach
HUBER, STEVE	$ 1,056.43	$ 1,056.43	$ -	Home Buyouts
DEPT OF NATURAL RESOUR	$ 1,000.00	$ 1,000.00	$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	$ 747.60	$ 747.60	$ -	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	$ 675.00	$ 675.00	$ -	Abstract Updates
BNSF RAILWAY COMPANY	$ 600.00	$ 600.00	$ -	MOU Agreement
CIVIL DESIGN INC	$ 595.00	$ 595.00	$ -	MOU Agreement
RED RIVER VALLEY COOPERATIVE A	$ 536.96	$ 536.96	$ -	Electricity - Home Buyouts
FERRELLGAS	$ 496.00	$ 496.00	$ -	Propane - Home Buyouts
BROKERAGE PRINTING	$ 473.33	$ 473.33	$ -	Custom Printed Forms
DAWSON INSURANCE AGENCY	$ 388.52	$ 388.52	$ -	Property Insurance - Home Buyouts
KOCHMANN, CARTER	$ 315.00	$ 315.00	$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	$ 250.00	$ 250.00	$ -	Job Description Review
DONS PLUMBING	$ 240.00	$ 240.00	$ -	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	$ 138.10	$ 138.10	$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	$ 116.00	$ 116.00	$ -	Meeting Incidentals

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

Row Labels	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
FEDERAL EXPRESS CORPORATION	$ 71.89	$ 71.89	$ -	Postage
Grand Total	**$ 430,527,573.84**	**$ 368,344,264.37**	**$ 62,183,309.47**	

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

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	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	-	-	-	353,321.19	-	681,960.66
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	-	-	558,413.52	-	1,106,807.04
330 Schnell Drive	10/4/2016	**328,134.82**	-	-	-	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	-	-	-	351,029.59	-	740,400.09
817 Riverbend Road / 421 Trent Jones Dr	In Escrow	-	117,000.00	331,300.00	448,300.00	453,212.00	-	901,512.00
848 Riverbend Rd / 783 River Bend Rd	In Escrow	-	160,000.00	146,000.00	306,000.00	1,340,781.00	-	1,646,781.00
843 Riverbend Rd / 445 Trent Jones Dr	In Escrow	-	160,000.00	540,000.00	700,000.00	1,163,752.00	-	1,863,752.00
829 Riverbend Rd / 788 River Bend Rd	In Escrow	-	205,000.00	431,000.00	636,000.00	8,000.00	-	644,000.00
337 Schnell Dr / 353 Trent Jones Dr	5/17/2017	456,146.62	-	-	-	502,894.16	-	959,040.78
809 Riverbend Rd		112,304.99	-	-	-	-	-	112,304.99
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 June 30, 2017

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Home Buyouts - Horace								
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
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	-	-	50,981.00
17474 52nd St SE - Leher - OIN 1889/1990/2182		-	-	5,000.00	5,000.00	-	-	5,000.00
Home Buyouts - Argusville								
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	-	-	6,912.57	-	221,943.48
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		476,040.00	-	-	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau		268,020.00	-	-	-	-	-	268,020.00
64-0000-02720-000 - Ulstad		469,874.00	-	-	-	-	-	469,874.00
64-0000-027400-000 - Duboard	9/15/2016	177,399.29			-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06			-	-	-	2,243.06
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) - 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			-	5,000.00	5,000.00	-	-	5,000.00
Land Purchases								
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	-	-	39,900.00
BNSF Railway Company		-	-	27,000.00	27,000.00	-	-	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
		67,453,002.57	642,000.00	1,485,300.00	2,127,300.00	34,256,699.44	(1,117,856.01)	102,719,146.00
					-		-	
							Property Management Expense	1,169,870.81
							Property Management Income	(891,316.32)
							Grand Total	**$ 102,997,700.49**

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

Vcode #	Descriptions	Contract Amount	Amount Paid
V02801	WP42.A2 - 2nd Street North Pump Station	$ 8,683,649.98	$ 8,683,649.98
V02802	WP-42 (In Town Levees) Materials Testing	$ 828,792.49	$ 819,851.42
V02803	2nd Street Utility Relocation	$ 1,178,781.73	$ 1,178,781.73
V02804	2nd Street Utility Relocation	$ 326,243.91	$ 266,892.07
V02805	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	$ 17,583,287.19	$ 17,416,252.46
V02806	WP42 - Services During Construction	$ 4,932,000.00	$ 4,393,661.80
V02807	In-Town Levee Work	$ 6,637,954.01	$ 5,695,620.54
V02808	Relocation of fiber optic along 2nd Street North	$ 397,906.52	$ 397,906.52
V02809	2nd Street Utility Relocation	$ 586,269.60	$ 586,269.60
V02810	2nd Street Utility Relocation	$ 148,511.37	$ -
V02811	2nd Street & 4th Street Utility Relocations	$ 925,076.69	$ 735,245.97
V02812	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	$ 16,838,963.13	$ 15,927,445.08
V02813	Park East Apartments Demolition	$ 1,169,651.74	$ 1,169,651.74
V02814	2nd Street Utility Relocation	$ 16,230.00	$ 16,230.00
V02815	2nd Street Utility Relocation	$ 2,660,937.92	$ 2,660,937.92
V02816	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	$ 907,999.08	$ 907,999.08
V02817	WP-42H.2 - El Zagal Area Flood Risk Management	$ 1,601,366.99	$ 1,598,471.70
V02818	WP-42I.1 - Mickelson Levee Extension	$ 738,880.50	$ 738,880.50
V02819	WP42F.1N - 2nd Street North	$ 13,300,425.65	$ 12,883,653.12
V02820	WP42 - Construction Management Services	$ 1,020,000.00	$ 851,775.30
V02821	WP42F.2 - 2nd Street South	$ 1,603,909.25	$ 1,215,633.53
V02822	COF - 2016 O&M on Lifts	$ 6,402.85	$ 6,402.85
V01703	In-Town Property Purchases	$ 40,027,230.39	$ 37,544,244.37
		$ 122,120,470.99	$ 115,695,457.28

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: June 1, 2017 - June 30, 2017 - OHB Levee Related Costs

Drawdown Request No: 47			
Requested Amount:		**$**	**538,830**
Total Funds Expended This Period:		$	742,812
Total Funds Requested at 100% Match			334,847
Remaining Funds Requested at 50% Match			407,965
SB 2020 Matching Requirements			50%
Total Funds Requested at 50% Match			203,983
Total Funds Requested:		**$**	**538,830**

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 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		310,500,000
Less: Payment #1 through #35 - City of Fargo			(55,510,209)
Less: Payment #1 - Cass County			(136,039)
Less: Payment #1 through #28 - FM Diversion Authority			(38,049,107)
Less: Payment #29 - FM Metro Area Flood Risk Management Project			(2,900,000)
Less: Payment #30 - FM Metro Area Flood Risk Management Project			(3,681,747)
Less: Payment #31 - FM Metro Area Flood Risk Management Project			(6,900,000)
Less: Payment #32 - FM Metro Area Flood Risk Management Project			(3,725,044)
Less: Payment #33 - FM Metro Area Flood Risk Management Project			(4,655,547)
Less: Payment #34 - FM Metro Area Flood Risk Management Project			(22,500,000)
Less: Payment #35 - FM Metro Area Flood Risk Management Project			(6,062,680)
Less: Payment #36 - FM Metro Area Flood Risk Management Project			(3,506,589)
Less: Payment #37 - FM Metro Area Flood Risk Management Project			(4,676,079)
Less: Payment #38 - FM Metro Area Flood Risk Management Project			(4,401,701)
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)
Total Funds Reimbursed			(165,623,913)
Total State Fund Balances Remaining		**$**	**144,876,087**

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	$	75,229,082
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 #30 - FM Metro Area Flood Risk Management Project		(1,581,147)
Less: Match Used on Payment #32 - FM Metro Area Flood Risk Management Project		(1,215,895)
Less: Match Used on Payment #33 - FM Metro Area Flood Risk Management Project		(2,785,070)
Less: Match Used on Payment #35 - FM Metro Area Flood Risk Management Project		(1,292,963)
Less: Match Used on Payment #36 - FM Metro Area Flood Risk Management Project		(509,507)
Less: Match Used on Payment #37 - FM Metro Area Flood Risk Management Project		(2,741,983)
Less: Match Used on Payment #38 - FM Metro Area Flood Risk Management Project		(3,580,994)
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)
Balance of Local Matching Funds Available	**$**	**4,297,907**

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DRAW DOWN OF FUNDS FROM 2017 WELLS FARGO BANK LOANS TO CASS COUNTY, NORTH DAKOTA AND TO 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 10.04 of the JPA, the Diversion Authority's Board must approve the withdrawal of funds from loan proceeds for the payment of Debt Obligations and Project Costs 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, pursuant to Section 10.04 of the JPA, the Fiscal Agent shall, pursuant to and in accordance with the JPA and this Resolution, withdraw funds from loan proceeds for the payment of Debt Obligations and Project Costs for the Project; and

WHEREAS, the County will enter into a Loan Agreement with Wells Fargo, dated July 1, 2017 (the "2017 County Loan") in which the County will be the borrower of up to $100,000,000 from Wells Fargo, and that the City will enter into a Loan Agreement with Wells Fargo, dated July 1, 2017 (the "2017 City Loan") in which the City will be the borrower of up to $100,000,000 from Wells Fargo; and

WHEREAS, the Diversion Authority Board must approve the draw-down of funds received from the 2017 City Loan and 2017 County Loan and direct the Fiscal Agent to use such funds for the prepayment of the 2016 Wells Fargo Loans[2], and to be used to pay Project Costs.

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

Section 1. Approval and Consent of the Draw-Down of Funds for Prepayment. The Diversion Authority hereby consents and approves of the draw-down of funds from the County Loan and the City Loan to prepay the 2016 Wells Fargo Loans.

---

[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] The 2016 Wells Fargo loans include the (i) County 2016 Additional Loan; (ii) the County 2016 Refund Loan; (iii) the City 2016 Additional Loan; and (iv) the City 2016 Refund Loan as defined in the County and City Resolution Authorizing the Issuance of the 2017 County Loan and 2017 City Loan.

Section 2. Approval and Consent of the Draw-Down of Funds for Project Costs. The Diversion Authority hereby consents and approves the draw-down of funds from the 2017 County Loan and the 2017 City Loan to pay Project Costs.

Section 3. Fiscal Agent. The Fiscal Agent, in accordance with and pursuant to Section 10.04 of the JPA and this Resolution, is hereby authorized and directed to draw-down funds from the 2017 County Loan and the 2017 City Loan to prepay the 2016 Wells Fargo Loans.

Section 4. Fiscal Agent. The Fiscal Agent, in accordance with and pursuant to Section 10.04 of the JPA and this Resolution, is hereby authorized and directed to draw-down funds from the 2017 County Loan and the 2017 City Loan to pay Project Costs as needed.

Section 5. North Dakota Law Applies. This Resolution and any transactions contemplated herein will be controlled by the laws of the State of North Dakota.

Section 6. This Resolution shall take effect immediately upon adoption.

Dated: July 27, 2017.

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

_____
Timothy J. Mahoney, Chair

ATTEST:

_____
Heather Worden, Secretary

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

Finance Committee Bills through July 21, 2017

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills	$	1,883,290.27
Dorsey & Whitney LLP	Legal services rendered through May 31, 2017	$	287,389.74
Ohnstad Twichell, P.C.	Professional services rendered	$	111,465.96
Cass County Government	Reimburse dust control	$	5,304.10
Total Bills Received through July 21, 2017		$	2,287,450.07

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

June 27, 2017

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

Greetings:

RE: Metro Flood Diversion Project
DPAC
Oxbow-Hickson-Bakke Ring Levee Project

Enclosed please find copies of bills totaling $1,883,290.27 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$1,469,434.77
DPAC	350,975.78
Oxbow-Hickson-Bakke Ring Levee	62,879.72

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

According to our records, the previous request dated June 5, 2017, for $1,709,649.68 remains outstanding.

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 6/27/17

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/8/2017	5/24/2017	149937	100007	1,221.00	Ohnstad Twichell, P.C.	Legal-FM Diversion - Right of Entry
6/8/2017	5/24/2017	149948	130007	16,229.01	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
6/8/2017	5/24/2017	149941	160007	925.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains
6/8/2017	5/24/2017	149943	160007	3,635.00	Ohnstad Twichell, P.C.	Legal-Diversion - Drayton Dam
6/8/2017	5/24/2017	149936	90007	92.50	Ohnstad Twichell, P.C.	Legal-Basin Project 2009
6/8/2017	5/24/2017	149939	160007	1,453.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet structure
6/8/2017	5/24/2017	149942	160007	35,959.64	Ohnstad Twichell, P.C.	Legal-Channel Phase I
6/8/2017	5/24/2017	149944	160007	30.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II
6/8/2017	5/24/2017	149945	160007	2,803.50	Ohnstad Twichell, P.C.	Legal-Channel Phase III
6/22/2017	6/8/2017	713105	38810	4,488.00	Larkin Hoffman	Legal-Property Acquisitions-Johnson, Monson, Tintes and Anderso
6/22/2017	6/8/2017	713106	38810.00001	986.00	Larkin Hoffman	Legal-Sauvageau property acquisition
6/22/2017	6/8/2017	713107	38810.00002	7,579.03	Larkin Hoffman	Legal-Richland County ROE agreements
6/8/2017	5/24/2017	15585	18244	525.00	Moore Engineering, Inc.	Engineering-Diversion Authority Utility Easement Team
6/8/2017	5/25/2017	15617	19706	3,330.00	Moore Engineering, Inc.	Engineering-MOU Review-DA Design Coordination
6/8/2017	5/25/2017	15624	19706	75,863.75	Moore Engineering, Inc.	Engineering - Diversion Design Coordination
6/9/2017	6/9/2017			33,150.00	The Title Company	Property purchase-King, Conyers and Barsgard
6/16/2017	6/16/2017			1,024,189.50	The Title Company	Property purchase-Maxine Nelson Trust
6/22/2017	5/31/2017	NDFE-05312017		3,375.00	Steven J. Herzog	consultation - flowage easement acquisition
6/22/2017	6/6/2017	850.04		59.90	Red River Valley Coop Power Assoc	Service to 16678 3rd St S
6/22/2017	6/5/2017	1134578		24.00	Cass County Electric Cooperative	Service to 2351 173 Ave SE
6/8/2017	5/24/2017	1458	2004	177,635.26	Houston-Moore Group	Engineering - property acquisition services - Task Order 4
6/8/2017	5/8/2017	64585	R12.00049	23,697.38	Ulteig Engineering	Task Order 2 - project mgmt, ROW and appraisal Services
6/22/2017	6/6/2017	65227	R12.00049	52,183.30	Ulteig Engineering	Task Order 2 - project mgmt, ROW and appraisal Services
			Total	**1,469,434.77**		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/8/2017	5/24/2017	149938	120007	3,438.05	Ohnstad Twichell, P.C.	Legal - Assessment district issues
6/22/2017	5/31/2017	53143	P11473-2012-000	17,045.75	AE2S	Engineering - Financial services - assessment district
6/8/2017	5/23/2017	38390		188,179.84	Forum Communications Company	Published assessment list
6/8/2017	5/22/2017	CL01740437		322.38	Forum Communications Company	Assessment hearing notice
6/8/2017	5/26/2017	452		141,601.32	Daily News	Published assessment list
6/8/2017	5/26/2017	452		388.44	Daily News	Assessment hearing notice
			Total	**350,975.78**		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
6/8/2017	5/24/2017	149940		140007	11,479.98	Ohnstad Twichell, P.C.	Legal-property acquisition
6/22/2017	6/19/2017				6982.13	Fettes Transportation Systems	Moving costs for Jeff and Cathy Anderson
6/22/2017	6/19/2017				6,490.60	Jeff and Cathy Anderson	closing costs
6/8/2017	5/25/2017	12792			65.84	Cass Rural Water Users	Service to 5059 Makenzie Circle
6/22/2017	6/5/2017	1108711			2,214.99	Cass County Electric Cooperative	Service to various addresses
6/22/2017	6/5/2017	1132078			95.51	Cass County Electric Cooperative	Service to 313 Schnell Dr
6/22/2017	6/5/2017	1123339			28.11	Cass County Electric Cooperative	Service to 337 Schnell Dr
6/22/2017	6/5/2017	1137975			76.02	Cass County Electric Cooperative	Service to 338 Schnell Drive
6/22/2017	6/14/2017	1139671			7.00	Cass County Electric Cooperative	Service to 748 Riverbend Rd
6/22/2017	6/5/2017	1133018			37.57	Cass County Electric Cooperative	Service to 805 Riverbend Rd
6/22/2017	6/5/2017	1125415			37.46	Cass County Electric Cooperative	Service to 808 Riverbend Rd
6/22/2017	6/14/2017	1136126			143.83	Cass County Electric Cooperative	Service to 828 Riverbend Rd
06/22/17	06/14/17	1121701			38.14	Cass County Electric Cooperative	Service to 840 Riverbend Rd
6/22/2017	6/5/2017	1122561			104.80	Cass County Electric Cooperative	Service to 5059 Makenzie Circle

06/22/17	05/31/17	18051		19,555.30	ProSource Technologies LLC	proj mgmt, acquisition, relocation, construction draw, relocation
06/08/17	05/24/17	1457	2003	9,378.15	Houston-Moore Group	Task Order 3 - WP-43 Services during construction
06/22/17	06/07/17	B094257	B14-04209.04	3,518.00	Braun Intertec Corporation	Material testing services
06/08/17	05/27/17	5854		1,300.86	Sentry Security & Investigations	Security patrol services
06/22/17	06/10/17	5877		1,325.43	Sentry Security & Investigations	Security patrol services
			Total	**62,879.72**		

OXBOW GOLF AND COUNTRY CLUB INVOICES

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

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
			Total	**0.00**		
			Grand Total	**1,883,290.27**		

DORSEY
DORSEY & WHITNEY LLP

received
7-3-17

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

June 29, 2017
Invoice No. 3360235

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

For Legal Services Rendered Through May 31, 2017

INVOICE TOTAL

Total For Current Legal Fees	$286,979.00
Total For Current Disbursements and Service Charges	$410.74
Total For Current Invoice	**$287,389.74**

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 1-800-541-0760. Thank you.

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

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

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

Please make reference to the invoice number

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

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

CITY OF Fargo

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

July 13, 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 June 29, 2017 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through May 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

OHNSTAD TWICHELL, P.C.
Attorneys at Law

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

15-15395 JTS **Invoice # 150594**
Flood Diversion Board
Bond Counsel Work - PPP

Date: July 20, 2017

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

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 150594 **Flood Diversion Board** **Bond Counsel Work - PPP Research 1**

JTS (No Charge of 4/hrs on 6/14/17 reduced fees)	102	$300.00	$29,400.00
CMM	1.3	$300.00	$390.00
KJB	12.5	$265.00	$3,312.50
TJL	186.3	$250.00	$46,575.00
LWC	3.8	$200.00	$760.00
CBC	92.2	$200.00	$18,440.00
AJM	60.5	$150.00	$9,075.00
HCG	23	$130.00	$2,990.00
LSH	0.6	$130.00	$78.00
Total	**482.2**		**$111,020.50**
Expenses:			
Travel Expense - JTS to Mpls.			$256.00
Westlaw			$180.46
ND Records Search			$9.00
Total			**$445.46**
Grand Total			**$111,465.96**

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

	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
LWC – Luke W. Croaker, Associate	$200.00
CBC – Calley B. Campbell, Associate	$200.00
AJM - Andrea J. Murphy, Paralegal	$150.00
HCG - Hannah C. Gilbert, Paralegal	$130.00
LSH – Lori S. Hersrud, Paralegal	$130.00

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 150594	Flood Diversion Board	Bond Counsel Work - PPP Research 1

FILE NUMBER	MATTER DESCRIPTION	INVOICE TOTAL
151395-0	Bond Counsel Work – PPP - Expenses	$347.91
151395-1	General Topics (Includes General Governance Questions, Notices, ETC.)	$8,575.00
151395-2	Executive Director	$360.00
151395-3	P3 Procurement	$16,472.00
151395-4	Public Finance Issues	$5,342.50
151395-5	Consultant Contract Review/Development	$1,050.00
151395-6	Support of External Litigation Counsel	$2,050.00
151395-7	Corrdination W/Member Entities	$0.00
151395-8	MNDNR Permit Issues	$0.00
151395-9	Environmental Permitting Issues/NEPA	$270.00
151395-10	Insurance Issues	$45.00
151395-11	Legislative Interface/Lobbying Support	$0.00
151395-12	USACE Interface/Questions	$1,870.00
151395-13	Third Party Utility MOUS	$75,083.55
TOTAL		$111,465.96

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

DATE: 7/11/17

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
	6/16/17	BEGINNING BALANCE			8,363.36
6050	6/15/17	DIVERSION DUST CONTROL			5,304.10
	7/03/17	PAYMENT			8,363.36-

Current	30 days	60 days	90 days
5304.10			

DUE DATE: 8/10/17

PAYMENT DUE: 5,304.10
TOTAL DUE: $5,304.10

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/11/17 DUE DATE: 8/10/17 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: $5,304.10

GLACIER DUST CONTROL

PO Box 815
Moorhead, MN 56561
701-238-0307

BILL TO
Cass County Highway Dept
Attn: Blaine Laaveg
1201 Main Ave W.
West Fargo, ND 58078-1301

INVOICE 1072

DATE 06/15/2017

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/15/2017	**Dust Control Applied** Dust Control Product/ Applied Calcium Chloride 38% On Road #14	2,253	1.18	2,658.54
06/15/2017	**Dust Control Applied** Dust Control Product/ Applied Calcium Chloride 38% on 112th	2,242	1.18	2,645.56

Glacier Dust Control charges off the gallon meter, not by the running foot. This way you know what you're paying for. We use 38% Calcium Chloride at a standard rate of .30 gallons/square yard.

PO# 130850

TOTAL DUE $5,304.10

211-4001-431.45-01
6-16-17 BSL

This is another bill we hopefully will get reimbursed by the Diversion Authority.

don@glacierdustcontrol.com | www.glacier

Recommended Contracting Actions

Date: July 27, 2017

Description	Company	Budget Estimate ($)
Task Orders – Diversion Authority		
**** Braun Intertec Task Order Pending Execution of MSA***		
Task Order 01, Amendment 0 – Material Testing Services • WP-43 (OHB ring Levee) and WP-28A (CR 16 & 17)	Braun Intertec Corp.	**147,220.00**
Construction Change Orders – Diversion Authority		
WP 42F.1S – 2nd St North Floodwall South of Pump Station Change Order 17 • Add Sidewalk Drain	Industrial Builders, Inc.	**7,053.34**
Total		**154,273.34**

Recommended Contracting Actions

Date: July 27, 2017

Description	Company	Budget Estimate ($)
Task Orders – Diversion Authority		
**** Braun Intertec Task Order Pending Execution of MSA***		
Task Order 01, Amendment 0 – Material Testing Services • WP-43 (OHB ring Levee) and WP-28A (CR 16 & 17)	Braun Intertec Corp.	**147,220.00**

Technical Advisory Group Recommendation

Meeting Date: 07/18/2017

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, Section 4.G, 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 ($)
Braun Intertec Corporation	
Task Order 1 - Amendment 0	***$147,220***
• WP-43 (OHB Ring Levee) and WP-28 (CR 16 & 17) Material Testing Services	

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	147,220.00	27-Jul-17	31-Dec-18	WP-43 (OHB Ring Levee) and WP-28 (CR 16 & 17) Material Testing Services

BACKGROUND AND DISCUSSION:

Braun Intertec Corporation (Braun) provided On-Call materials testing services to Cass County Joint Water Resource District (CCJWRD) under CCJWRD Task Order 1 from June 26, 2014, to the present time. All services to date have been performed within the WP-43 group of projects. These include WP-43A (OHB Ring Levee – Phase A), WP-43D.3A (OHB Pump Station Gatewell Preload), WP-43E.2B (OHB Demolition of 345 Schnell and 744 Riverbend), WP-43E.4 (Pre-Demolition Asbestos Survey and Report), and WP-43E.2E (Construction Material Testing Services.

The Metro Flood Diversion Authority (MFDA) has directed non-land acquisition contracts under CCJWRD be transferred to MFDA contracts. Braun's contract with CCJWRD for testing services is being discontinued, and future material testing services for WP-43 and WP-28 will be contracted to Braun under a contract with the MFDA. This requires a new Master Services Agreement (MSA) between Braun and MFDA, along with a new Task Order 1. A draft MSA is attached to this review.

There are two (2) 2017 construction contracts that require Owner provided material testing services, WP-43CD (OHB Ring Levee – Phases C and D) and WP-28A (Cass County Roads 16 & 17 Realignment. The PMC provided to Braun a material testing scope of services for these projects based on anticipated types and frequencies of testing and professional services, and request a cost proposal.

FINANCIAL CONSIDERATIONS:

Braun Intertec provided the attached cost proposal for material testing services, based on attached draft Task Order 1, Amendment 0. The PMC reviewed the proposed hours and rates, compared them to MFDA previously approved labor and testing rates for Braun, and considers them reasonable for the scope of work. Bruan's labor rates will be incorporated into their MSA with the MFDA.

The table below shows the recommended Amendment budgets.

Material Testing Phase	Activity ID	Current Budget ($)	Change ($)	Revised Budget ($)
WP43CD-OCC (Oxbow Country Club Storm Sewer)	CN-6860	5,441		
WP43CD -LPS (Levee, Pump Station, and Outfall)	CN-6860	69,250		
WP43CD-Hwy81 (Highway 81 Road Raise)	CN-6860	37,957		
WP43CD-COF (City of Fargo Sanitary Sewer)	CN-6860	13,313		
WP-28A (Cass Co. Roads 16 & 17)	CN-6860	21,259		
TOTAL		**147,220**		

This change amount of $46,844 is included in the FY-2017 MFDA budget.

ATTACHMENT(S):

1. DRAFT MSA
2. DRAFT Task Order 1 Amendment 0
3. Braun Proposal dated July 14, 2017

Submitted by:

John W. Glatzmaier

John Glatzmaier
CH2M
Metro Flood Diversion Project

July 18, 2017
Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: July 18, 2017 *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: July 18, 2017 *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: July 19, 2017 *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: July 19, 2017 *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: July 18, 2017 *Non-Concur:* _____

Jeff Ebsch, Assistant Cass County Engineer, Diversion Authority Project Manager
Concur: July 18, 2017 *Non-Concur* _____

This is Task Order No. 1, Amendment 0, consisting of 4 pages.

Braun Intertec Corporation

Task Order No. 1, Amendment 0

MFDA Purchase Order No. _____

Materials Testing Services for Work Package 43 (WP-43) and Work Package 28 (WP-28)

In accordance with the Master Agreement for Professional Services between **Metro Flood Diversion Authority** ("Owner") and **Braun Intertec Corporation** ("Testing Firm"), dated July 27, 2017 ("Agreement"), Owner and Testing Firm 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 Testing Firm 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.

1. Specific Project Data
    A. Title: **Materials Testing Services for Work Package 43 (WP-43) and Work Package 28 (WP-28)**

    Description: Provide materials testing services per Owner's Quality Assurance testing requirements for Owner awarded construction contracts associated with the OHB Ring Levee (WP-43) and the Cass County Roads 16 & 17 Realignment (WP-28) projects.

    B. Projects Included in Task Order No. 1:
        i. WP-4CD – OHB Ring Levee, Pump Station, Gatewell, Outfall, Storm and Sanitary Sewers, County Road 81, and Streets Cass County, North Dakota, subdivided into the following material testing phases:
            1. WP43CD-OCC (Oxbow Country Club Storm Sewer)
            2. WP43CD -LPS (Levee, Pump Station, Gatewell, Outfall, Storm and Sanitary Sewers)
            3. WP43CD-Hwy81 (Highway 81 Road Raise)
            4. WP43CD-COF (City of Fargo Sanitary Sewer)
        ii. WP-28A – Cass County Road 16 & 17 Realignment, Cass County, North Dakota.

2. Services of Testing Firm
    A. Oversight Tasks
        i. Applies to the following material testing phases:
            i. WP43CD-OCC
            ii. WP43CD -LPS
            iii. WP43CD-Hwy81
            iv. WP43CD-COF
            v. WP-28A
        ii. Provide technicians and/or engineers to perform oversight services as described in Braun Intertec proposal dated July 14, 2017.
        iii. Oversight services will be performed on an on-call, as-needed basis.
        iv. Services include but are not limited to:

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i. Evaluating suitability of materials, including laboratory classification testing.

ii. Measuring in-place density, moisture content and relative compaction of placed materials.

iii. Sample and test fresh concrete and masonry, and report compressive strengths of concrete cylinders and masonry cubes.

iv. Non-destructive examination of steel pipe welds and coatings.

B. Oversight and Testing Frequencies

i. Applies to the following material testing phases:

i. WP43CD-OCC
ii. WP43CD -LPS
iii. WP43CD-Hwy81
iv. WP43CD-COF
v. WP-28A

ii. Provide testing services at frequencies specified in contract documents and as described in Braun Intertec proposal dated July 14, 2017.

C. Oversight and Field Testing (NDDOT Requirements)

i. Applies to the following material testing phases:

i. WP43CD-Hwy81
ii. WP-28A

ii. Provide testing services as described in Braun Intertec proposal dated July 14, 2017. This includes:

i. Seventeen (17) pipe installations require testing on each side of the pipe for every 1 foot of lift.

ii. Compaction testing will be completed with sand cone methods.

iii. Asphalt paving testing will be performed at a rate of approximately 1,800 tons/per day for WP43CD-Hwy81.

iv. Asphalt paving testing will be performed over 3 different days for WP-28A.

v. Assume five (5) Modified Proctor tests are required.

vi. Assume construction contractor will provide soils and bituminous testing labs.

D. Project Management

i. Applies to the following material testing phases:

i. WP43CD-OCC
ii. WP43CD -LPS
iii. WP43CD-Hwy81
iv. WP43CD-COF
v. WP-28A

ii. Services include:

i. Review testing results and reports.

ii. Supervise staff and scheduling work.

iii. Review and approval of monthly invoices.

iv. Attend project meetings as requested by Owner's Representative.

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v. Compile testing information and transmit to Owner's Representative.

3. Owner's Responsibilities

   Owner shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

Subtask	Start Time	Completion Time
All Work	July 27, 2017	December 31, 2018

5. Payments to Testing Firm

   A. Owner shall pay Testing Firm for services rendered as follows:

      I. Compensation for services identified under Subtask A shall be on a Time and Materials basis in accordance with the Standard Hourly and Testing Rates shown in Paragraph 14 of the Agreement.

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

   B. Testing Firm will notify Owner when 80 percent of the budget is expended.

   C. Testing Firm 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.

   D. Testing Firm 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.

Material Testing Phase	Activity ID	Current Budget ($)	Change ($)	Revised Budget ($)
WP43CD-OCC (Oxbow Country Club Storm Sewer)	CN-6860	5,441		
WP43CD -LPS (Levee, Pump Station, and Outfall)	CN-6860	69,250		
WP43CD-Hwy81 (Highway 81 Road Raise)	CN-6860	37,957		
WP43CD-COF (City of Fargo Sanitary Sewer)	CN-6860	13,313		
WP-28A (Cass Co. Roads 16 & 17)	CN-6860	21,259		
TOTAL		**147,220**		

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

6. Subconsultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference:

   A. Braun Intertec proposal dated July 14, 2017.

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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. Testing Firm 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 July 27, 2017.

TESTING FIRM:	OWNER:
Braun Intertec Corporation	**Fargo-Moorhead Metro Diversion Authority**
Signature Date	Signature Date
Nathan McKinney, P.E. Name	Tim Mahoney Name
Principal in Charge Title	Chairman, Flood Diversion Board of Authority Title
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Ezra Ballinger, P.E. Name	Michael J. Redlinger Name
Project Manager Title	City of Fargo, Assistant City Administrator Title
526 10th St NE, Suite 300 West Fargo, ND 58078 Address	200 3rd Street North Fargo, ND 58102 Address
eballinger@braunintertec.com E-Mail Address	mredlinger@cityoffargo.com E-Mail Address
(701) 205-2515 Phone	(701) 476-4135 Phone

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EXHIBIT A

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

July 14, 2017

Mr. Peter Chitwood, P.E.
CH2MHill
64 4th Street North, Suite 300
Fargo, ND 58103

Re: Scope for Construction Inspections and Materials Testing
Oxbow, Hickson, and Bakke (OHB) Ring Levee Phases C and D, Work Package 43CD:
Oxbow Country Club Storm and Sanitary Sewers
Volume 2 – Levee, Pump Station, Gatewell, Outfall, Storm and Sanitary Sewers,
Volume 3 – County Road 81 Roadway Package,
Volume 4 – City of Fargo Sanitary Sewer (Relocation for OHB Levee at Oxbow), and Oxbow, Hickson, and Bakke, North Dakota
CR16/17 Roadway Reconstruction, Work Package 28A

Dear Mr. Chitwood:

Braun Intertec Corporation (Braun Intertec) is pleased to submit this proposal to provide construction inspections and materials testing services for the above referenced project.

Our Understanding of Project

The OHB Ring levee project has four construction projects/phases. Each construction phase will have some area of potential overlap with another phase. The phases of construction addressed in this proposal are all included within the document WP-43CD, Volumes 1-4. Volume 1A and 1B list out the projects specifications. The first project is for the storm and sanitary sewers at the Oxbow Country Club and includes 1,200 lineal feet of storm sewer and about 30 feet of sanitary sewer. Phase 2 construction plans come from "Volume 2, WP-43CD", which includes the construction of approximately 5,500 lineal feet of new levee, installations of 5,400 lineal feet of storm sewer and 2,300 feet of gravity sanitary sewer. Phase 3 construction plans come from Volume 3, CR 81 Roadway Package and include the installation of 2,300 lineal feet of sanitary sewer along with construction of 3,475 feet of city streets and 3,165 feet of Cass County Highway 81 (NDDOT Specifications) Road Raise with the road raise as part of the levee construction. Phase 4 construction plans come from "Volume 4, Force Main Relocation for OHB Levee at Oxbow" and includes the installation of 5,400 lineal feet of sanitary sewer forcemain.

The CR16/17 project will include the construction of about 1 ¼ miles of new roadway to route county roads 16 and 17 around the FMM Diversion Inlet Structure. The intersection will include the construction of a concrete paved roundabout.

Available Information

This proposal was prepared using the project plans and specifications listed below. The dates and titles of the project plans that were available to us at the time of this proposal are shown below. If the project changes from the information provided in these documents and information, or if changes are made to the referenced documents and information, we may have to revise this proposal.

- Project Manual for "OHB Sanitary and Storm Sewer Improvements", Oxbow, North Dakota, MEI Project No. 19750, dated May 2017.
- Project plans and specifications provided by CH2MHill for, "OHB Ring Levee Phases C and D, Contract Documents and Technical Specifications, Work Package 43CD, CR 81 Roadway Package, City of Fargo Sanitary Sewer, a.k.a. Volumes 1-4", Dated June 2017.
- 2017 Addendums 1 (June 16), 2 (June 27), and 3 (July 1) for WP-43CD from CH2MHill.
- Project plans and specifications provided by CH2MHill for, "Cass County Road 16 & 17 Realignment, Cass County, North Dakota, WP-28A", dated June 2017.

Scope of Services

We have divided the proposed construction into four different phases correlating with the project plans received in order to provide clarity in our projected scope of services. The four phases are listed as and Phase 1: Oxbow Country Club, Phase 2: WP-43CD, Phase 3: County Road 81 Roadway Package, and Phase 4: City of Fargo Sanitary Sewer. A fifth phase includes the work for CR 16/17.

Oversight Tasks (All 5 Phases)

We will provide technicians and/or engineers, working under the direction a Professional Engineer for this project, to perform our oversight services. Oversight services will be performed on an on-call, as-needed basis. Possible oversight services include:

- Observing and evaluating the suitability of geologic materials exposed along the levee and roadway alignments that will be filled or built upon, including existing grades that are stripped of vegetation, topsoil, existing fill and other unsuitable soils in advance of new levee construction, and the bottoms and sidewalls of inspection trenches and foundation excavations.
- Observing and evaluating the suitability of prospective inspection trench backfill, levee fill and road embankment, including laboratory classification testing.
- Measuring the in-place dry density, moisture content and relative compaction of levee and roadway fill, which includes laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, and the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test, as required, fresh concrete associated with walls, gatewell, lift station, and road construction, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Sample and test, as required, masonry associated with the lift station construction.

- Measure and report, as required, the compressive strength of the concrete test cylinders and masonry cubes.
- Providing project management for the quality control observation and testing services described above – this task includes scheduling field personnel, reviewing observation and test reports, and communicating with the design team, the project contractor(s), other project team members, as needed.
- We have included time in our scope for non-destructive examination of the 42" diameter cathodically protected pipes to be x-ray tested on the welds and observations of the coating from our paintings and coatings inspectors.

Oversight and Testing Frequencies (All 5 Phases)

Though the ultimate extent of our oversight services will depend on the project design features as well as contractors' schedules and progress, we have prepared a budget for our oversight services based on experience with recent projects, discussions with you, and the following task frequencies.

- One Proctor density sample for every 25,000 cubic yards of fill material placed and/or change in material.
- One trip to observe and evaluate subcuts and inspection trenches every 300 linear feet of excavation.
- One trip for density tests every 1,000 lineal feet of levee fill or inspection trench backfill constructed per 1 vertical feet of material placed.
- One trip for density tests every 1 vertical feet of backfill around the lift station or gatewell.
- Utility trench backfill density tests have been projected at 10 trips for both Construction Phase 1: Oxbow Country Club and Phase 4: Volume 4, Force Main Relocation for OHB Levee at Oxbow.
- One trip for sand cone density test every 10 nuclear density tests.
- One trip for density tests every 500 feet of road base.
- One set of concrete cylinders will be cast for every 50 yards of concrete placed for the gatewell, lift station, and walls.
- We assume the lift station will be constructed in 10 concrete placements for a total of 13 concrete sets.
- 6 masonry cubes per trip for masonry observation and testing for the lift station with a total of 3 trips.
- One trip for asphalt sample pick up per 1,000 feet of road construction for both wear and non-wear coarse asphalt for an estimated 8 trips.
- Tests will be ready to perform immediately upon arrival to the site, and some overlap of testing locations (utilities, levee, etc.) will occur.
- We have also included time for a geotechnical engineer to review and submit the test reports, and periodic reports of the projects' progress.
- Structural steel testing for the gatewell and lift station will be performed in four trips averaging 4 hours each.

Oversight and Field Testing (Phase 3 and 5 additional requirements, NDDOT)

We will furnish the additional tests for Phases 3 & 5:

- Seven pipe installations requiring tests on each side of the pipe for every 1 foot lift for Phase 3 and ten pipe installations for Phase 5.
- All compaction testing will be completed with sand cone methods.
- Asphalt paving will be performed at a rate of approximately 1800 tons/day for County Road 81 and all paving will be performing over 3 different days for Phase 5.
- Our costs are based on gradations passing and relatively similar soils being encountered such that only 5 Modified Proctor tests are required for Phase 3 and 5 Standard Proctor tests for Phase 5. If additional gradations are required because of failing tests or additional proctors based on change in material, additional costs may occur.
- Based on our conversations we understand that the contractor will be required to provide a soils and bituminous lab on the project site for us to use to perform tests for both Phases 3 and 5.

Project Management

The project manager will oversee the laboratory testing results and verify that the information is properly transmitted. The project manager will spend about 2-3 hours during each week reviewing test results, supervising technicians, scheduling and approving and submitting monthly invoices.

During the project, the project manager may visit the project site and attend project progress meetings as needed. Once the project is completed, the project manager will compile testing information for the project records for final submission to CH2MHill.

Cost

Each phase has been designated a scope for cost estimation purposes. Each phase will be billed at our agreed upon fee schedule set up for Braun Project B14-04209.

Table 1, below, presents our incremental phase costs and total estimated cost for all phases.

Table 1. Estimated Project Costs

Service	Project	Construction Phase	Estimated Costs
Construction Inspections and Materials Testing	Oxbow Country Club	1	$5,441.00
Construction Inspections and Materials Testing	WP-43CD	2	$69,250.00
NDDOT Inspections and Materials Testing	County Road 81 Roadway Package	3	$37,957.00

Service	Project	Construction Phase	Estimated Costs
Construction Inspections and Materials Testing	City of Fargo Sanitary Sewer	4	$13,313.00
Construction Inspections and Materials Testing	CR 16/17 Realignment	5	$21,259.00
All	All	All	$147,220.00

We would be happy to meet with you and discuss our proposed scope of services further, clarifying the various scope components, or discussing how the scope may be adjusted to meet your project requirements.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

General Remarks

We appreciate the opportunity to present this proposal to you. The proposed fee is based on the scope of services described. We assume that this work will be authorized under a new contract developed by CH2MHill. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Ezra Ballinger at 701.232.8701.

Sincerely,

BRAUN INTERTEC CORPORATION

Matthew A. Haugstad, EI
Staff Engineer

Ezra Ballinger, PE
Principal/Senior Engineer

Attachments:
Cost Estimate Sheets (5)

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB061189

Construction Phase 1: Oxbow Country Club - Storm and Sanitary Sewer

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee Oxbow Country Club Oxbow, North Dakota	Construction Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 1:	**Construction Materials Testing**				
Activity 1.1	**Soil Observations and Testing**				**$3,856.00**
207	**Compaction Testing - Nuclear**	25.00	Hour	78.00	$1,950.00
1308	**Nuclear moisture-density meter charge, per hour**	25.00	Each	23.00	$575.00
209	**Sample pick-up**	2.00	Hour	78.00	$156.00
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	1.00	Each	107.00	$107.00
1172	**Mechanical (sieve)-hydrometer analysis (ASTM D 422), per**	2.00	Each	174.00	$348.00
1318	**Standard Proctor Test(ASTM D 698)**	2.00	Each	185.00	$370.00
1861	**Fargo Trip Charge**	10.00	Each	35.00	$350.00
Activity 1.2	**Project Management and Oversight**				**$1,585.00**
226	**Project Manager**	2.00	Hour	167.00	$334.00
128	**Senior Engineer**	6.00	Hour	187.00	$1,122.00
238	**Project Assistant**	1.00	Hour	94.00	$94.00
1861	**CMT Trip Charge**	1.00	Hour	35.00	$35.00
					$5,441.00

Project Total **$5,441.00**

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB061189

Construction Phase 2: WP-43CD, Volume 2

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee; Levee, Pump Station, Gatewell, Storm and Sanitary Sewers Near County Road 81 and Main Avenue Oxbow, North Dakota	Construction Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 2:	**Construction Materials Testing**				
Activity 2.1	**Soil Observations**				**$39,644.00**
206	**Excavation Observations**	76.00	Hour	104.00	$7,904.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Levee Inspection Trenches *19.00* *Trips* *4.00* *76.00*				
207	**Compaction Testing - Nuclear**	183.00	Hour	78.00	$14,274.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Inspection Trenches *6.00* *Trips* *2.00* *12.00*				
	Embankment *7.00* *Trips* *2.00* *14.00*				
	Utilities *12.00* *Trips* *2.00* *24.00*				
	Roads *18.00* *Trips* *2.00* *36.00*				
	Pump Station *26.00* *Trips* *1.50* *39.00*				
	Gatewell *36.00* *Trips* *1.50* *54.00*				
	Wall Backfill *2.00* *Trips* *2.00* *4.00*				
217	**Compaction Testing - Non- Nuclear**	23.00	Hour	78.00	$1,794.00
209	**Sample pick-up**	10.00	Hour	78.00	$780.00
1308	**Nuclear moisture-density meter charge, per hour**	183.00	Each	23.00	$4,209.00
1174	**Organic Content**	2.00	Each	74.00	$148.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	10.00	Each	132.00	$1,320.00
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	10.00	Each	107.00	$1,070.00
1166	**200 wash (ASTM C 117), per sample**	10.00	Each	74.00	$740.00
1172	**Mechanical (sieve)-hydrometer analysis (ASTM D 422), per**	10.00	Each	174.00	$1,740.00
1318	**Standard Proctor Test(ASTM D 698)**	10.00	Each	185.00	$1,850.00
1322	**One-point Proctor check**	2.00	Each	70.00	$140.00
1861	**CMT Trip Charge**	105.00	Each	35.00	$3,675.00
Activity 2.2	**Concrete and Masonry Observations and Testing**				**$14,582.00**
260	**Concrete and Masonry Observation**	24.00	Hour	104.00	$2,496.00
261	**Concrete and Masonry Testing**	72.00	Hour	78.00	$5,616.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Pump Station *16.00* *Trips* *3.00* *48.00*				
	Gatewell *8.00* *Trips* *3.00* *24.00*				
1369	**Compressive strength of 4 x 8" concrete cylinders (ASTM C 39**	126.00	Each	30.00	$3,780.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Pump Station *13.00* *Set* *6.00* *78.00*				
	Gatewell *8.00* *Set* *6.00* *48.00*				
1404	**Compressive strength - Block (ASTM C 140), per specimen**	18.00	Each	30.00	$540.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Pump Station *3.00* *Set* *6.00* *18.00*				
278	**Concrete and Masonry Pick up**	15.00	Hour	78.00	$1,170.00
1861	**CMT Trip Charge**	28.00	Each	35.00	$980.00

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Project Proposal

QTB061189

Construction Phase 2: WP-43CD, Volume 2

Activity 2.3	**Structural Steel**				**$7,050.00**
226	**Structural Steel Inspector**	16.00	Hour	115.00	$1,840.00
1861	**CMT Trip Charge**	10.00	Hour	35.00	$350.00
	NDE Inspector & equip	12.00	Hour	225.00	$2,700.00
	non-NACE certified coatings inspector	16.00	Hour	135.00	$2,160.00
Activity 2.4	**Project Management and Oversight**				**$7,974.00**
226	**Project Manager**	26.00	Hour	167.00	$4,342.00
128	**Senior Engineer**	10.00	Hour	187.00	$1,870.00
238	**Project Assistant**	18.00	Hour	94.00	$1,692.00
1861	**CMT Trip Charge**	2.00	Hour	35.00	$70.00
					$69,250.00

Project Total **$69,250.00**

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Project Proposal

Construction Phase 3: CR 81 Roadway Package, Volume 3

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee: County Road 81 Near County Road 81 and Oxbow Drive Oxbow, North Dakota	Construction Materials Testing - NDDOT Specs

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 3:	**Construction Materials Testing**				
Activity 3.1	**Soil Observations**				**$19,776.00**
217	**Compaction Testing - Non- Nuclear**	200.00	Hour	78.00	$15,600.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	18.00	Each	132.00	$2,376.00
1318	**Modified Proctor Test (ASTM D 1557)**	5.00	Each	185.00	$925.00
1861	**CMT Trip Charge**	25.00	Each	35.00	$875.00
Activity 3.2	**Pavements**				**$10,750.00**
222	**Bituminous Observations & Testing**	100.00	Hour	104.00	$10,400.00
1861	**CMT Trip Charge**	10.00	Each	35.00	$350.00
Activity 3.3	**Project Management and Oversight**				**$7,431.00**
226	**Project Manager**	25.00	Hour	167.00	$4,175.00
128	**Senior Engineer**	10.00	Hour	187.00	$1,870.00
238	**Project Assistant**	14.00	Hour	94.00	$1,316.00
1861	**CMT Trip Charge**	2.00	Hour	35.00	$70.00
					$37,957.00

Project Total **$37,957.00**

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Project Proposal

QTB061189

Construction Phase 4: Force Main Relocation for OHB Levee at Oxbow, Volume 4

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	OHB - Ring Levee: Force Main Relocation Near County Road 81 and Main Ave Oxbow, North Dakota	Construciton Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 4: WM	**Construction Materials Testing**				
Activity 4.1	**Soil Observations**				**$11,192.00**
206	**Excavation Observations**	8.00	Hour	104.00	$832.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Levee Inspection Trenches *2.00* *Trips* *4.00* *8.00*				
207	**Compaction Testing - Nuclear**	65.00	Hour	78.00	$5,070.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Inspection Trenches *8.00* *Trips* *2.50* *20.00*				
	Embankment *8.00* *Trips* *2.50* *20.00*				
	Utilities *10.00* *Trips* *2.50* *25.00*				
217	**Compaction Testing - Non- Nuclear**	9.00	Hour	84.00	$756.00
209	**Sample pick-up**	4.00	Hour	78.00	$312.00
1308	**Nuclear moisture-density meter charge, per hour**	65.00	Each	23.00	$1,495.00
1174	**Organic Content**	2.00	Each	74.00	$148.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	2.00	Each	132.00	$264.00
1156	**Atterberg Limits: LL and PL (ASTM D 4318), per sample**	2.00	Each	107.00	$214.00
1166	**200 wash (ASTM C 117), per sample**	2.00	Each	74.00	$148.00
1172	**Mechanical (sieve)-hydrometer analysis (ASTM D 422), per**	2.00	Each	174.00	$348.00
1318	**Standard Proctor Test(ASTM D 698)**	3.00	Each	185.00	$555.00
1861	**CMT Trip Charge**	30.00	Each	35.00	$1,050.00
Activity 4.2	**Project Management and Oversight**				**$2,121.00**
226	**Project Manager**	8.00	Hour	167.00	$1,336.00
128	**Senior Engineer**	2.00	Hour	187.00	$374.00
238	**Project Assistant**	4.00	Hour	94.00	$376.00
1861	**CMT Trip Charge**	1.00	Hour	35.00	$35.00
					$13,313.00

Project Total **$13,313.00**

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Project Proposal

Construction Phase 5: CR 16/17 Roadway Realignment

Client:	Work Site Address:	Service Description:
CH2M Hill, Inc. Peter Chitwood 64 4th Street North, Suite 300 Fargo, ND 58103	County Road 16 & 17 Fargo, North Dakota	Construction Materials Testing

Project Manager: Matthew Haugstad

	Description	Quantity	Units	Unit Price	Extension
Phase 5:	**Construction Materials Testing**				
Activity 5.1	**Soil Observations**				**$8,921.00**
217	**Compaction Testing - Non- Nuclear**	80.00	Hour	78.00	$6,240.00
1162	**Sieve analysis with 200 wash (ASTM C 136 and C 177), per**	8.00	Each	132.00	$1,056.00
1318	**Standard Proctor Test (ASTM D 698)**	5.00	Each	185.00	$925.00
1861	**CMT Trip Charge**	20.00	Each	35.00	$700.00
Activity 5.2	**Pavements**				**$6,765.00**
222	**Pavement Observations & Testing**	60.00	Hour	104.00	$6,240.00
1861	**CMT Trip Charge**	15.00	Each	35.00	$525.00
Activity 5.3	**Project Management and Oversight**				**$5,573.00**
226	**Project Manager**	15.00	Hour	167.00	$2,505.00
128	**Senior Engineer**	10.00	Hour	187.00	$1,870.00
238	**Project Assistant**	12.00	Hour	94.00	$1,128.00
1861	**CMT Trip Charge**	2.00	Hour	35.00	$70.00
					$21,259.00

Project Total **$21,259.00**

Recommended Contracting Actions

Date: July 27, 2017

Description	Company	Budget Estimate ($)
Construction Change Orders – Diversion Authority		
WP 42F.1S – 2nd St North Floodwall South of Pump Station Change Order 17 • Add Sidewalk Drain	Industrial Builders, Inc.	**7,053.34**

Technical Advisory Group Recommendation

Meeting Date: 07/18/2017

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

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

Description	Budget Estimate ($)
WP-42F.1S: Industrial Builders Inc.	
Change Order #17	***$7,053.34***

- WP-42F.1S, 2nd Street North (South of Pump Station) – Add Sidewalk Drain

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
Original Contract	0.00	0.00	16,184,905.85	08-Oct-15	15-Jun-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	16,184,905.85	0.00	16,184,905.85	08-Oct-15	15-Jul-17	Adds 30 days to the Contract Time, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work
Change Order No. 2	16,184,905.85	169,490.20	16,354,396.05	08-Oct-15	15-Jul-17	Incorporates Work revisions to allow work around utility lines
Change Order No. 3	16,354,396.05	96,806.17	16,451,202.22	08-Oct-15	15-Jul-17	Water main, traffic poles, traffic control plan, Milestone A scope
Change Order No. 4	16,451,202.22	6,985.96	16,458,188.18	08-Oct-15	15-Jul-17	Bridge Lighting, concrete disposal, winter traffic control, extend 4th St signal mods requirement
Change Order No. 5	16,458,188.18	68,743.01	16,526,931.19	08-Oct-15	15-Jul-17	Concrete grading within pump station, Unit price change, additional H Pile, bridge abutment seal, traffic signals, bridge abutment concrete disposal and floodwall connections.

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Change Order No. 6	16,526,931.19	89,243.21	16,616,174.40	08-Oct-15	15-Jul-17	10 Feet of additional flood wall, incentive and disincentive changes to the Agreement.
Change Order No. 7	16,616,174.40	16,378.55	16,632,552.95	08-Oct-15	22-Jul-17	Tee Manhole Addition, SS-10 Manhole Revision
Change Order No. 8	16,632,552.95	257,901.37	16,890,454.32	08-Oct-15	22-Jul-17	Differing Subsurface Conditions, floating castings
Change Order No. 9	16,890,454.32	(55,349.74)	16,835,104.58	08-Oct-15	22-Jul-17	Differing Subsurface Condition, Wall Penetrations, CenturyLink Concrete Removal, Furnish and Install Signal Light Pull Boxes, City Hall Construction Accommodation and Misc. Items
Change Order No. 10	16,835,104.58	32,505.68	16,867,610.26	08-Oct-15	22-Jul-17	Disposal of 2B Vault, Differing Subsurface Conditions – Silo Disposal in Case Plaza, and Floodwall Cap Modification
Change Order No. 11	16,867,610.26	52,242.85	16,919,853.11	08-Oct-15	22-Jul-17	Differing Subsurface Conditions July Removals, Repair Storm Manholes, Contaminated Soils Removal, Storm Structure ST-8 Cover, Impressioned Concrete Modifications, Administrative – Accounting Change, Administrative – Owner's Rep and Engineer Roles and Responsibilities Change
Change Order No. 12	16,919,853.11	85,411.36	17,004,753.35	08-Oct-15	22-Jul-17	Differing Subsurface Conditions, Repair Storm Manholes
Change Order No. 13	17,004,735.35	75,899.63	17,080,652.98	08-Oct-15	22-Jul-17	Utility Vault Adjustment, 1st Ave N Bridge Spall Removal, 42A2 Pump Station Elevation Discrepancy, Flared End Section Riprap, Case Plaza Parking Lot
Change Order No. 14	17,080,652.98	81,306.44	17,154,700.72	08-Oct-15	22-Jul-17	Streetlight Modifications, City of Fargo Library Landscaping, Epoxy Paint, Differing Site Conditions, 3rd Street Lighting Modifications, 1st Ave Plaza Bench Modifications, and Topsoil Import
Change Order No. 15	17,154,700.72	(416,726.77)	16,737,973.95	08-Oct-15	22-Jul-17	WP42A2 Gate Transfer; Quantity Balancing and Differing Subsurface Conditions
Change Order No. 16	16,737,490.08	101,473.05	16,838,963.13	08-Oct-15	14-Nov-17	Diesel Generator Modifications, Landscaping, Case Plaza Parking Lot Striping, and Balance Quantities of Unit Rate Items

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Change Order No. 17	16,838,963.13	7,053.34	16,846,016.47	08-Oct-15	14-Nov-17	Add lump sum bid item 0266 Sidewalk Drain (includes pavement removal, installation of area drain, tying the drain into the storm sewer and repaving the area).

DISCUSSION

Change Order No. 17 adds new scope to total an increase of $7,053.34 to the Contract Price. The Change Order consists of the following items:

1. Drainage Issue on the South Side of 1st Avenue Bridge – The area at the Southeast corner of 2nd Street North and 1st Avenue experiences slow drainage of stormwater and the following work was requested by the Owner to improve drainage in this area.
    a. This change item incorporates the cost to modify the sidewalk and add an area drain. The work includes pavement removal, installation of the area drain, connecting the drain to the storm sewer, and repaving the area. There is no schedule change associated with this change item.

ATTACHMENT(S):

1. Change Order 17
2. Change Order 17 Unit Price Schedule
3. Change Order 17 Plan Sheet

Submitted by:

John W. Glatzmaier

John Glatzmaier
CH2M
Metro Flood Diversion Project

July 14, 2017
Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: *July 17, 2017* *Non-Concur:* _____

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

Mark Bittner, Fargo Director of Engineering
Concur: *July 19, 2017* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *July 17, 2017* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *July 15, 2017* *Non-Concur:* _____

Jeff Ebsch, Assistant Cass County Engineer, Diversion Authority Project Manager
Concur: *July 19, 2017* *Non-Concur* _____

FLOOD DIVERSION AUTHORITY

Change Order No. 17

Date of Issuance:	7/7/2017	Effective Date:	7/7/2017
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42F.1S
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	435534
Contractor:	Industrial Builders, Inc.	Contractor's Project No.:	
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42F.1S
Project:	Fargo-Moorhead Area Diversion	Contract Name:	Flood Control, 2nd Street North, South of Pump Station

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

Description:

1. Drainage Issue on the South Side of 1st Ave Bridge
    a. Add lump sum bid item *0266 Sidewalk Drain* for $7,053.34 to accommodate modifying the sidewalk and adding an area drain at the removable floodwall closure to assist in draining a slow draining area. This will include pavement removal, installation of the area drain, tying the drain into the storm sewer, and repaving the area. The attached Change Order Unit Price Schedule dated 7/7/2017 shows the additional bid item. There is no schedule change associated with this change item.

Attachments:
Unit Price Schedule
Plan Sheets

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: **16,184,905.85**	Original Contract Times: Interim Milestone A: November 30, 2015 Substantial Completion: October 1, 2016 Ready for Final Payment: June 15, 2017
[Increase] [~~Decrease~~] from previously approved Change Orders No. 01 thru 16: **654,057.28**	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 01: Interim Milestone A: Substantial Completion: Ready for Final Payment:
Contract Price prior to this Change Order: **16,838,963.13**	Contract Times prior to this Change Order: Interim Milestone A: December 30, 2015 Substantial Completion: November 7, 2016 Ready for Final Payment: July 22, 2017
[Increase] [~~Decrease~~] of this Change Order: **7,053.34**	[Increase] [Decrease] of this Change Order:
Contract Price incorporating this Change Order: **16,846,016.47**	Contract Times with all approved Change Orders: Interim Milestone A: December 30, 2015 Substantial Completion: November 7, 2016 Ready for Final Payment: November 14, 2017

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Name: Gregory Baisch	Name: Darrell Vanyo	Name: David Goulet
Title: Construction Manager	Title: Chairman	Title: Project Manager
Date: 12 Jul 17	Date:	Date: 7/12/2017

WP-42F.1S
2nd Street/Downtown Area - In-Town Levees

Change Order 17 Unit Price Schedule
DATE: 7/7/2017

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0001	Remove Sanitary Manhole	EA	15	2,000.00	$ 30,000.00			$ -	15	2,000.00	$ 30,000.00	
0002	Remove Sanitary Lift Station	LS	1	23,000.00	$ 23,000.00			$ -	1	23,000.00	$ 23,000.00	
0003	Remove 10x10 Clay Filled Regulator Pit	EA	1	16,000.00	$ 16,000.00			$ -	1	16,000.00	$ 16,000.00	
0004	Remove 12x10 Sanitary Junction Vault	EA	1	14,000.00	$ 14,000.00			$ -	1	14,000.00	$ 14,000.00	
0005	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	11	5,800.00	$ 63,800.00			$ -	11	5,800.00	$ 63,800.00	
0006	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3	7,100.00	$ 21,300.00			$ -	3	7,100.00	$ 21,300.00	
0007	F&I Sanitary Manhole SS-1	EA	1	27,000.00	$ 27,000.00			$ -	1	27,000.00	$ 27,000.00	
0008	F&I Sanitary Manhole SS-8	EA	1	18,000.00	$ 18,000.00			$ -	1	18,000.00	$ 18,000.00	
0009	F&I Sanitary Manhole Type E Reinf Conc	EA	3	25,500.00	$ 76,500.00			$ -	3	25,500.00	$ 76,500.00	
0010	F&I 2-Way Cleanout	EA	1	3,000.00	$ 3,000.00			$ -	1	3,000.00	$ 3,000.00	
0011	F&I Casting - Floating Manhole	EA	1	1,800.00	$ 1,800.00			$ -	1	1,800.00	$ 1,800.00	
0012	Connect Sanitary Pipe to Exist Pipe	EA	1	2,500.00	$ 2,500.00			$ -	1	2,500.00	$ 2,500.00	
0013	F&I Insulation 2" Thick	SY	1658	20.00	$ 33,160.00			$ -	1658	20.00	$ 33,160.00	
0014	F&I Sanitary Pipe Sch 40 - 4" Dia PVC	LF	21	200.00	$ 4,200.00			$ -	21	200.00	$ 4,200.00	
0015	F&I Sanitary Pipe SDR 26 - 6" Dia PVC	LF	18	120.00	$ 2,160.00			$ -	18	120.00	$ 2,160.00	
0016	F&I Sanitary Pipe SDR 26 - 12" Dia PVC	LF	204	206.00	$ 42,024.00			$ -	204	206.00	$ 42,024.00	
0017	F&I Sanitary Pipe SDR 26 - 18" Dia PVC	LF	251	180.00	$ 45,180.00			$ -	251	180.00	$ 45,180.00	
0018	F&I Sanitary Pipe SDR 26 - 36" Dia PVC	LF	38	350.00	$ 13,300.00			$ -	38	350.00	$ 13,300.00	
0019	F&I Sanitary Pipe w/GB Sch 40 - 4" Dia PVC	LF	38	275.00	$ 10,450.00			$ -	38	275.00	$ 10,450.00	
0020	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	22	261.00	$ 5,742.00			$ -	22	261.00	$ 5,742.00	
0021	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	881	470.00	$ 414,070.00			$ -	881	470.00	$ 414,070.00	
0022	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	49	300.00	$ 14,700.00			$ -	49	300.00	$ 14,700.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0023	F&I Sanitary Pipe w/GB SDR 26 - 15" Dia PVC	LF	95	290.00	$ 27,550.00			$ -	95	290.00	$ 27,550.00	
0024	F&I Sanitary Pipe w/GB SDR 35 - 15" Dia PVC	LF	6	415.00	$ 2,490.00			$ -	6	415.00	$ 2,490.00	
0025	F&I Sanitary Pipe w/GB SDR 26 - 18" Dia PVC	LF	430	420.00	$ 180,600.00			$ -	430	420.00	$ 180,600.00	
0026	F&I Sanitary Pipe w/GB SDR 26 - 36" Dia PVC	LF	30	810.00	$ 24,300.00			$ -	30	810.00	$ 24,300.00	
0027	F&I DI Fittings-Sanitary Force Main	LB	11965	7.00	$ 83,755.00			$ -	11965	7.00	$ 83,755.00	
0028	F&I Sanitary Valve 8" Dia-Plug Valve	EA	1	4,300.00	$ 4,300.00			$ -	1	4,300.00	$ 4,300.00	
0029	F&I Sanitary Valve 16" Dia-Plug Valve	EA	1	9,000.00	$ 9,000.00			$ -	1	9,000.00	$ 9,000.00	
0030	F&I Sanitary Valve 24" Dia-Plug Valve	EA	1	27,000.00	$ 27,000.00			$ -	1	27,000.00	$ 27,000.00	
0031	F&I Sanitary Valve 30" Dia-Plug Valve	EA	1	41,000.00	$ 41,000.00			$ -	1	41,000.00	$ 41,000.00	
0032	F&I Pipe w/GB Class 53-8" Dia DIP (Protecto 401)	LF	10	355.00	$ 3,550.00			$ -	10	355.00	$ 3,550.00	
0033	F&I Sanitary Pipe w/GB DR 25 - 16" Dia PVC	LF	310	330.00	$ 102,300.00			$ -	310	330.00	$ 102,300.00	
0034	F&I Sanitary Pipe w/GB DR 25 - 24" Dia PVC	LF	125	500.00	$ 62,500.00			$ -	125	500.00	$ 62,500.00	
0035	F&I Sanitary Pipe w/GB DR 25 - 30" Dia PVC	LF	795	400.00	$ 318,000.00			$ -	795	400.00	$ 318,000.00	
0036	Remove Sanitary Pipe All Sizes All Types	LF	2249	$ 15.00	$ 33,735.00			$ -	2249	$ 15.00	$ 33,735.00	
0037	Plug Sanitary Pipe 10" Diameter	EA	4	$ 1,150.00	$ 4,600.00			$ -	4	$ 1,150.00	$ 4,600.00	
0038	Plug Sanitary Pipe 12" Diameter	EA	6	$ 1,270.00	$ 7,620.00			$ -	6	$ 1,270.00	$ 7,620.00	
0039	Plug Sanitary Pipe 16" Diameter	EA	1	$ 1,465.00	$ 1,465.00			$ -	1	$ 1,465.00	$ 1,465.00	
0040	Plug Sanitary Pipe 18" Diameter	EA	1	$ 1,660.00	$ 1,660.00			$ -	1	$ 1,660.00	$ 1,660.00	
0041	Abandon Sanitary Manhole	EA	2	$ 2,000.00	$ 4,000.00			$ -	2	$ 2,000.00	$ 4,000.00	
0042	F&I Emergency Overflow Manhole Equipment	LS	0.618092	$ 15,200.00	$ 9,395.00			$ -	0.618092	$ 15,200.00	$ 9,395.00	
0043	F&I 5" Hydrant	EA	5	$ 4,600.00	$ 23,000.00			$ -	5	$ 4,600.00	$ 23,000.00	
0044	Remove Hydrant	EA	4	$ 1,000.00	$ 4,000.00			$ -	4	$ 1,000.00	$ 4,000.00	
0045	F&I Insulation 4" Thick	SY	26	$ 72.00	$ 1,872.00			$ -	26	$ 72.00	$ 1,872.00	
0046	Connect Water Service	EA	1	$ 900.00	$ 900.00			$ -	1	$ 900.00	$ 900.00	
0047	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	21	$ 70.00	$ 1,470.00			$ -	21	$ 70.00	$ 1,470.00	
0048	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	89	$ 55.00	$ 4,895.00			$ -	89	$ 55.00	$ 4,895.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0049	F&I Watermain Pipe C900 DR 18 - 8" Dia PVC	LF	214	$ 44.00	$ 9,416.00			$ -	214	$ 44.00	$ 9,416.00	
0050	F&I Watermain Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	20	$ 183.00	$ 3,660.00			$ -	20	$ 183.00	$ 3,660.00	
0051	F&I Watermain Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	291	$ 185.00	$ 53,835.00			$ -	291	$ 185.00	$ 53,835.00	
0052	F&I Gate Valve 4" Dia	EA	1	$ 1,350.00	$ 1,350.00			$ -	1	$ 1,350.00	$ 1,350.00	
0053	F&I Gate Valve 6" Dia	EA	9	$ 1,750.00	$ 15,750.00			$ -	9	$ 1,750.00	$ 15,750.00	
0054	F&I Gate Valve 8" Dia	EA	2	$ 2,370.00	$ 4,740.00			$ -	2	$ 2,370.00	$ 4,740.00	
0055	F&I Watermain Pipe 1" Dia Copper	LF	3	$ 75.00	$ 225.00			$ -	3	$ 75.00	$ 225.00	
0056	F&I Watermain Pipe w/GB 1" Dia Copper	LF	64	$ 180.00	$ 11,520.00			$ -	64	$ 180.00	$ 11,520.00	
0057	Remove Watermain Pipe All Sizes All Types	LF	1765	$ 17.00	$ 30,005.00			$ -	1765	$ 17.00	$ 30,005.00	
0058	Temporary Water Service (Howard Johnson Hotel)	LS	0	$ 28,000.00	$ -			$ -	0	$ 28,000.00	$ -	
0059	Plug Watermain Pipe 6" Dia	EA	4	$ 900.00	$ 3,600.00			$ -	4	$ 900.00	$ 3,600.00	
0060	F&I Watermain Fittings Ductile Iron	LBS	6275	$ 8.51	$ 53,400.25			$ -	6275	$ 8.51	$ 53,400.25	
0061	F&I Storm Manhole 4' Dia Reinf Conc	EA	5	$ 2,675.00	$ 13,375.00			$ -	5	$ 2,675.00	$ 13,375.00	
0062	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	$ 15,300.00	$ 45,900.00			$ -	3	$ 15,300.00	$ 45,900.00	
0063	F&I Storm Manhole 8.1	EA	1	$ 22,000.00	$ 22,000.00			$ -	1	$ 22,000.00	$ 22,000.00	
0064	F&I Storm Manhole 8' Dia Reinf Conc	EA	3	$ 16,700.00	$ 50,100.00			$ -	3	$ 16,700.00	$ 50,100.00	
0065	F&I Storm Manhole Type E Reinf Conc	EA	8	$ 54,000.00	$ 432,000.00			$ -	8	$ 54,000.00	$ 432,000.00	
0066	F&I Storm Manhole ST-2 Special Manhole	EA	1	$ 2,465.00	$ 2,465.00			$ -	1	$ 2,465.00	$ 2,465.00	
0067	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4	$ 2,365.00	$ 9,460.00			$ -	4	$ 2,365.00	$ 9,460.00	
0068	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	$ 4,000.00	$ 4,000.00			$ -	1	$ 4,000.00	$ 4,000.00	
0069	Raise Storm Sewer Structure	EA	2	$ 3,530.00	$ 7,060.00			$ -	2	$ 3,530.00	$ 7,060.00	
0070	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	$ 2,000.00	$ 18,000.00			$ -	9	$ 2,000.00	$ 18,000.00	
0071	F&I Inlet - Triple Box Reinf Conc	EA	2	$ 5,900.00	$ 11,800.00			$ -	2	$ 5,900.00	$ 11,800.00	
0072	F&I Inlet - Bridge Drain	EA	1	$ 5,500.00	$ 5,500.00			$ -	1	$ 5,500.00	$ 5,500.00	
0073	F&I Storm Manhole Type E Crossing Chamber	EA	1	$ 11,000.00	$ 11,000.00			$ -	1	$ 11,000.00	$ 11,000.00	
0074	Connect Storm Pipe to Exist Structure	EA	2	$ 17,000.00	$ 34,000.00			$ -	2	$ 17,000.00	$ 34,000.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0075	Connect Storm Pipe to Exist Pipe	EA	1	$ 4,000.00	$ 4,000.00			$ -	1	$ 4,000.00	$ 4,000.00	
0076	Remove Storm Manhole	EA	8	$ 900.00	$ 7,200.00			$ -	8	$ 900.00	$ 7,200.00	
0077	Remove Storm Inlet	EA	22	$ 1,200.00	$ 26,400.00			$ -	22	$ 1,200.00	$ 26,400.00	
0078	Remove Existing Storm Lift Station	LS	1	$ 48,000.00	$ 48,000.00			$ -	1	$ 48,000.00	$ 48,000.00	
0079	Riprap (Outlet)	CY	695	$ 180.00	$ 125,100.00			$ -	695	$ 180.00	$ 125,100.00	
0080	Remove Storm Pipe All Sizes All Types	LF	2283	$ 17.00	$ 38,811.00			$ -	2283	$ 17.00	$ 38,811.00	
0081	F&I Flared End Section 12" Dia Corr Steel	EA	1	$ 272.00	$ 272.00			$ -	1	$ 272.00	$ 272.00	
0082	Box Culvert End Section with Grate	EA	1	$ 160,000.00	$ 160,000.00			$ -	1	$ 160,000.00	$ 160,000.00	
0083	Plug Storm Pipe 4" thru 12" Dia	EA	3	$ 1,600.00	$ 4,800.00			$ -	3	$ 1,600.00	$ 4,800.00	
0084	Plug Storm Pipe 14" thru 24" Dia	EA	4	$ 1,980.00	$ 7,920.00			$ -	4	$ 1,980.00	$ 7,920.00	
0085	Plug Storm Pipe 42" thru 54" Dia	EA	2	$ 3,000.00	$ 6,000.00			$ -	2	$ 3,000.00	$ 6,000.00	
0086	F&I Storm Pipe 12" Dia Reinf Conc	LF	25	$ 64.00	$ 1,600.00			$ -	25	$ 64.00	$ 1,600.00	
0087	F&I Storm Pipe 15" Dia Reinf Conc	LF	49	$ 64.00	$ 3,136.00			$ -	49	$ 64.00	$ 3,136.00	
0088	F&I Storm Pipe 18" Dia Reinf Conc	LF	182	$ 66.00	$ 12,012.00			$ -	182	$ 66.00	$ 12,012.00	
0089	F&I Storm Pipe 24" Dia Reinf Conc	LF	70	$ 77.00	$ 5,390.00			$ -	70	$ 77.00	$ 5,390.00	
0090	F&I Storm Pipe 48" Dia Reinf Conc	LF	47	$ 177.00	$ 8,319.00			$ -	47	$ 177.00	$ 8,319.00	
0091	F&I Storm Pipe 54" Dia Reinf Conc	LF	22	$ 222.00	$ 4,884.00			$ -	22	$ 222.00	$ 4,884.00	
0092	F&I Storm Box Culvert 6'x6' Wide Reinf Conc Cast In Place	LF	100	$ 2,400.00	$ 240,000.00			$ -	100	$ 2,400.00	$ 240,000.00	
0093	F&I Storm Pipe 12" Dia PVC	LF	223	$ 60.00	$ 13,380.00			$ -	223	$ 60.00	$ 13,380.00	
0094	F&I Storm Pipe w/GB 12" Dia Reinf Conc	LF	42	$ 190.00	$ 7,980.00			$ -	42	$ 190.00	$ 7,980.00	
0095	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	74	$ 190.00	$ 14,060.00			$ -	74	$ 190.00	$ 14,060.00	
0096	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	167	$ 192.00	$ 32,064.00			$ -	167	$ 192.00	$ 32,064.00	
0097	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	334	$ 204.00	$ 68,136.00			$ -	334	$ 204.00	$ 68,136.00	
0098	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	155	$ 575.00	$ 89,125.00			$ -	155	$ 575.00	$ 89,125.00	
0099	F&I Storm Pipe w/GB 54" Dia Reinf Conc	LF	598	$ 710.00	$ 424,580.00			$ -	598	$ 710.00	$ 424,580.00	
0100	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	10	$ 785.00	$ 7,850.00			$ -	10	$ 785.00	$ 7,850.00	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0101	F&I Storm Box Culvert w/GB 6'x6' Wide Reinf Conc Precast	LF	658	$ 1,440.00	$ 947,520.00			$ -	658	$ 1,440.00	$ 947,520.00
0102	Remove Pavement All Thicknesses All Types	SY	25285	$ 5.00	$ 126,425.00			$ -	25285	$ 5.00	$ 126,425.00
0103	Remove Sidewalk All Thicknesses All Types	SY	5785	$ 4.00	$ 23,140.00			$ -	5785	$ 4.00	$ 23,140.00
0104	Excavation (Roadway)	CY	906	$ 4.00	$ 3,624.00			$ -	906	$ 4.00	$ 3,624.00
0105	Fill - Import (Roadway)	CY	9910	$ 15.00	$ 148,650.00			$ -	9910	$ 15.00	$ 148,650.00
0106	Subgrade Preparation	SY	11651	$ 0.70	$ 8,155.70			$ -	11651	$ 0.70	$ 8,155.70
0107	F&I Woven Geotextile	SY	11651	$ 2.00	$ 23,302.00			$ -	11651	$ 2.00	$ 23,302.00
0108	F&I Class 5 Agg - 6" Thick	SY	3200	$ 10.00	$ 32,000.00			$ -	3200	$ 10.00	$ 32,000.00
0109	F&I Class 5 Agg - 8" Thick	SY	0	$ 11.00	$ -			$ -	0	$ 11.00	$ -
0110	F&I Class 5 Agg - 12" Thick	SY	8391	$ 14.00	$ 117,474.00			$ -	8391	$ 14.00	$ 117,474.00
0111	F&I Edge Drain 4" Dia PVC	LF	3174	$ 11.00	$ 34,914.00			$ -	3174	$ 11.00	$ 34,914.00
0112	F&I Curb & Gutter Standard (Type II)	LF	4196	$ 36.00	$ 151,056.00			$ -	4196	$ 36.00	$ 151,056.00
0113	Remove Curb & Gutter	LF	4829	$ 5.00	$ 24,145.00			$ -	4829	$ 5.00	$ 24,145.00
0114	F&I Pavement 9" Thick Doweled Conc	SY	7598	$ 98.00	$ 744,604.00			$ -	7598	$ 98.00	$ 744,604.00
0115	F&I Crushed Conc - 6" Thick	SY	770	$ 12.00	$ 9,240.00			$ -	770	$ 12.00	$ 9,240.00
0116	F&I Aggregate for Asph Pavement FAA 43	TON	1246	$ 83.00	$ 103,418.00			$ -	1246	$ 83.00	$ 103,418.00
0117	F&I Asphalt Cement PG 58-28	GAL	13619	$ 2.50	$ 34,047.50			$ -	13619	$ 2.50	$ 34,047.50
0118	F&I Asphalt Cement PG 58-34	GAL	4297	$ 3.00	$ 12,891.00			$ -	4297	$ 3.00	$ 12,891.00
0119	F&I Median Nose - Conc	SY	13	$ 112.00	$ 1,456.00			$ -	13	$ 112.00	$ 1,456.00
0120	F&I Sidewalk 4" Thick Reinf Conc	SY	2917	$ 73.00	$ 212,941.00			$ -	2917	$ 73.00	$ 212,941.00
0121	F&I Sidewalk 6" Thick Reinf Conc	SY	3082	$ 85.00	$ 261,970.00			$ -	3082	$ 85.00	$ 261,970.00
0122	Temp Construction Entrance	EA	1	$ 3,500.00	$ 3,500.00			$ -	1	$ 3,500.00	$ 3,500.00
0123	F&I Impressioned 4" Thick Reinf Conc	SY	574	$ 230.00	$ 132,020.00			$ -	574	$ 230.00	$ 132,020.00
0124	F&I Driveway 6" Thick Reinf Conc	SY	321	$ 85.00	$ 27,285.00			$ -	321	$ 85.00	$ 27,285.00
0125	F&I Det Warn Panels Cast Iron	SF	236	$ 62.00	$ 14,632.00			$ -	236	$ 62.00	$ 14,632.00
0126	F&I Sign Assembly	EA	32	$ 260.00	$ 8,320.00			$ -	32	$ 260.00	$ 8,320.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
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			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0127	F&I Engineering Grade	SF	78.25	$ 32.00	$ 2,504.00			$ -	78.25	$ 32.00	$ 2,504.00	
0128	F&I Diamond Grade Cubed	SF	41.5	$ 80.00	$ 3,320.00			$ -	41.50	$ 80.00	$ 3,320.00	
0129	F&I High Intensity Prismatic	SF	59.25	$ 74.00	$ 4,384.50			$ -	59.25	$ 74.00	$ 4,384.50	
0130	F&I Flexible Delineator	EA	1	$ 80.00	$ 80.00			$ -	1	$ 80.00	$ 80.00	
0131	F&I Grooved Plastic Film Message	SF	192	$ 31.50	$ 6,048.00			$ -	192	$ 31.50	$ 6,048.00	
0132	F&I Grooved Plastic Film 4" Wide	LF	3774	$ 5.20	$ 19,624.80			$ -	3774	$ 5.20	$ 19,624.80	
0133	F&I Grooved Plastic Film 8" Wide	LF	584	$ 10.40	$ 6,073.60			$ -	584	$ 10.40	$ 6,073.60	
0134	F&I Grooved Contrast Film 7" Wide	LF	341	$ 9.40	$ 3,205.40			$ -	341	$ 9.40	$ 3,205.40	
0135	Paint Epoxy Line 4" Wide	LF	312	$ 8.40	$ 2,620.80			$ -	312	$ 8.40	$ 2,620.80	
0136	F&I Methacrylate 6" Wide	LF	753	$ 21.00	$ 15,813.00			$ -	753	$ 21.00	$ 15,813.00	
0137	F&I Methacrylate 16" Wide	LF	204.5	$ 36.00	$ 7,362.00			$ -	204.5	$ 36.00	$ 7,362.00	
0138	F&I Methacrylate 24" Wide	LF	0	$ 53.00	$ -			$ -	0	$ 53.00	$ -	
0139	Traffic Control - Type 2	LS	1	$ 175,000.00	$ 175,000.00			$ -	1	$ 175,000.00	$ 175,000.00	
0140	Obliterate Pavement Markings	SF	1107	$ 8.40	$ 9,298.80			$ -	1107	$ 8.40	$ 9,298.80	
0141	4" Special Concrete 1	SY	0	$ 152.00	$ -			$ -	0	$ 152.00	$ -	
0142	4" Special Concrete 3	SY	48	$ 265.00	$ 12,720.00			$ -	48	$ 265.00	$ 12,720.00	
0143	6" Special Concrete 1	SY	457	$ 165.00	$ 75,405.00			$ -	457	$ 165.00	$ 75,405.00	
0144	6" Special Concrete 2	SY	150	$ 265.00	$ 39,750.00			$ -	150	$ 265.00	$ 39,750.00	
0145	Sloped Planter Edge	LF	204	$ 132.00	$ 26,928.00			$ -	204	$ 132.00	$ 26,928.00	
0146	Rolled Planter Edge	LF	196	$ 130.00	$ 25,480.00			$ -	196	$ 130.00	$ 25,480.00	
0147	Mobilization	LS	1	$ 744,700.00	$ 744,700.00			$ -	1	$ 744,700.00	$ 744,700.00	
0148	Temp Fence - Safety	LF	1546	$ 6.00	$ 9,276.00			$ -	1546	$ 6.00	$ 9,276.00	
0149	F&I Chain Link Fence	LF	1550	$ 16.00	$ 24,800.00			$ -	1550	$ 16.00	$ 24,800.00	
0150	F&I Construction Entrance Gate	EA	4	$ 600.00	$ 2,400.00			$ -	4	$ 600.00	$ 2,400.00	
0151	Temp Pumping	LS	1	$ 90,000.00	$ 90,000.00			$ -	1	$ 90,000.00	$ 90,000.00	
0152	Clear & Grub	LS	1	$ 5,000.00	$ 5,000.00			$ -	1	$ 5,000.00	$ 5,000.00	

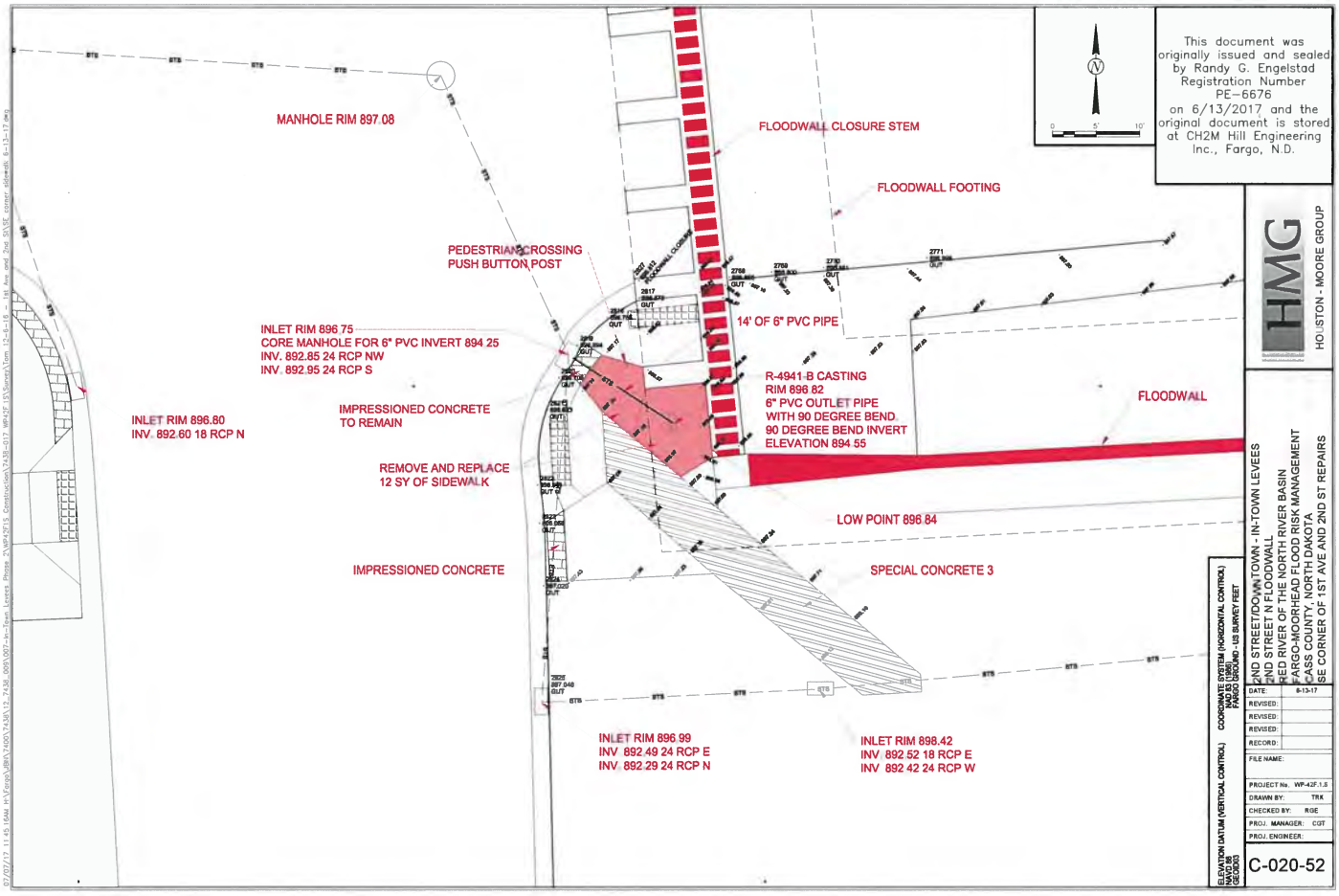
WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0153	Remove Tree	EA	188	$ 360.00	$ 67,680.00			$ -	188	$ 360.00	$ 67,680.00
0154	Silt Fence - Standard	LF	1365	$ 2.70	$ 3,685.50			$ -	1365	$ 2.70	$ 3,685.50
0155	Floating Silt Fence	LF	149	$ 27.00	$ 4,023.00			$ -	149	$ 27.00	$ 4,023.00
0156	Sediment Control Log 10" to 15" Dia	LF	90	$ 3.50	$ 315.00			$ -	90	$ 3.50	$ 315.00
0157	Inlet Protection - New Inlet	EA	17	$ 270.00	$ 4,590.00			$ -	17	$ 270.00	$ 4,590.00
0158	Inlet Protection - Existing Inlet	EA	16	$ 160.00	$ 2,560.00			$ -	16	$ 160.00	$ 2,560.00
0159	Install Tree Grate	EA	4	$ 2,625.00	$ 10,500.00			$ -	4	$ 2,625.00	$ 10,500.00
0160	Structural Soil Including Drain Tile	LS	1	$ 25,000.00	$ 25,000.00			$ -	1	$ 25,000.00	$ 25,000.00
0161	Topsoil Import - Special Including Drain Tile	LS	1	$ 22,000.00	$ 22,000.00			$ -	1	$ 22,000.00	$ 22,000.00
0162	Gateway Monument	EA	2	$ 28,000.00	$ 56,000.00			$ -	2	$ 28,000.00	$ 56,000.00
0163	15' Cast Stone Bench	EA	3	$ 9,000.00	$ 27,000.00			$ -	3	$ 9,000.00	$ 27,000.00
0164	30' Cast Stone Bench	EA	2	$ 15,000.00	$ 30,000.00			$ -	2	$ 15,000.00	$ 30,000.00
0165	Street Lighting	LS	1	$ 150,000.00	$ 150,000.00			$ -	1	$ 150,000.00	$ 150,000.00
0166	Plaza Lighting	LS	1	$ 9,000.00	$ 9,000.00			$ -	1	$ 9,000.00	$ 9,000.00
0167	Remove Fence with Brick Columns (Includes Case Plaza Sign)	LS	0	$ 5,000.00	$ -			$ -	0	$ 5,000.00	$ -
0168	Remove and Salvage City of Fargo Sign/Remove Landscaping	LS	1	$ 2,000.00	$ 2,000.00			$ -	1	$ 2,000.00	$ 2,000.00
0169	Remove Outfall Including Adjacent Concrete Structures	EA	2	$ 21,000.00	$ 42,000.00			$ -	2	$ 21,000.00	$ 42,000.00
0170	Remove Crosswalk Pavement Markings and Signal from NP Avenue	LS	0	$ 2,000.00	$ -			$ -	0	$ 2,000.00	$ -
0171	Remove and Salvage Parking Lot Concrete Stops	EA	120	$ 60.00	$ 7,200.00			$ -	120	$ 60.00	$ 7,200.00
0172	Remove Landscaped Area (Howard Johnson Hotel)	LS	1	$ 6,500.00	$ 6,500.00			$ -	1	$ 6,500.00	$ 6,500.00
0173	Remove Concrete Planter	EA	8	$ 80.00	$ 640.00			$ -	8	$ 80.00	$ 640.00
0174	Remove Sidestreet Grill Sign	LS	0	$ 4,000.00	$ -			$ -	0	$ 4,000.00	$ -
0175	Remove Building (Parking Lot Attendant Building)	LS	1	$ 5,000.00	$ 5,000.00			$ -	1	$ 5,000.00	$ 5,000.00
0176	Remove and Salvage Traffic Signal Equipment - System "A" (2ND ST/4TH AVE N)	LS	1	$ 6,000.00	$ 6,000.00			$ -	1	$ 6,000.00	$ 6,000.00
0177	Traffic Signal System "A" (2 ST / 1 AVE N)	LS	1	$ 260,000.00	$ 260,000.00			$ -	1	$ 260,000.00	$ 260,000.00
0178	Traffic Signal System "B" (3 ST / 1 AVE N)	LS	1	$ 235,000.00	$ 235,000.00			$ -	1	$ 235,000.00	$ 235,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0179	Modify Traffic Signal System "C" (2 ST / NP AVE)	LS	1	$ 105,000.00	$ 105,000.00			$ -	1	$ 105,000.00	$ 105,000.00	
0180	Modify Traffic Signal System "D" (4 ST / 2 AVE N)	LS	1	$ 36,000.00	$ 36,000.00			$ -	1	$ 36,000.00	$ 36,000.00	
0181	Modify Traffic Signal System "E" (4 ST / 3 AVE N)	LS	1	$ 26,000.00	$ 26,000.00			$ -	1	$ 26,000.00	$ 26,000.00	
0182	Modify Traffic Signal System "F" (4 ST / 4 AVE N)	LS	1	$ 38,000.00	$ 38,000.00			$ -	1	$ 38,000.00	$ 38,000.00	
0183	Class 1 Overlay	SY	25	$ 600.00	$ 15,000.00			$ -	25	$ 600.00	$ 15,000.00	
0184	Bridge Concrete Removal	LS	1	$ 45,000.00	$ 45,000.00			$ -	1	$ 45,000.00	$ 45,000.00	
0185	Jersey Barrier Formed or Slipformed	LF	42	$ 230.00	$ 9,660.00			$ -	42	$ 230.00	$ 9,660.00	
0186	Bridge Curb	LF	20	$ 65.00	$ 1,300.00			$ -	20	$ 65.00	$ 1,300.00	
0187	Class AAE-3 Concrete	CY	54	$ 1,500.00	$ 81,000.00			$ -	54	$ 1,500.00	$ 81,000.00	
0188	Compression Seal	LF	180	$ 65.00	$ 11,700.00			$ -	180	$ 65.00	$ 11,700.00	
0189	Structural Steel	LS	1	$ 75,000.00	$ 75,000.00			$ -	1	$ 75,000.00	$ 75,000.00	
0190	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	LS	1	$ 40,000.00	$ 40,000.00			$ -	1	$ 40,000.00	$ 40,000.00	
0191	F&I Sheet Piling - Steel	SF	470	$ 60.00	$ 28,200.00			$ -	470	$ 60.00	$ 28,200.00	
0192	Topsoil - Strip	CY	4085	$ 2.00	$ 8,170.00			$ -	4085	$ 2.00	$ 8,170.00	
0193	Topsoil - Spread	CY	1000	$ 2.00	$ 2,000.00			$ -	1000	$ 2.00	$ 2,000.00	
0194	Embankment	CY	3210	$ 4.00	$ 12,840.00			$ -	3210	$ 4.00	$ 12,840.00	
0195	Fill - Haul	CY	8370	$ 8.00	$ 66,960.00			$ -	8370	$ 8.00	$ 66,960.00	
0196	Inspection Trench	CY	175	$ 12.00	$ 2,100.00			$ -	175	$ 12.00	$ 2,100.00	
0197	Subcut	CY	0	$ 15.00	$ -			$ -	0	$ 15.00	$ -	
0198	Excavation	CY	1815	$ 9.00	$ 16,335.00			$ -	1815	$ 9.00	$ 16,335.00	
0199	Removal of Contaminated Soil	CY	0	$ 155.00	$ -			$ -	0	$ 155.00	$ -	
0200	Removal of Highly Contaminated Soil	CY	0	$ 160.00	$ -			$ -	0	$ 160.00	$ -	
0201	Mulching Type 1 - Hydro	SY	20439	$ 0.42	$ 8,584.38			$ -	20439	$ 0.42	$ 8,584.38	
0202	Seeding Type B	SY	20439	$ 0.42	$ 8,584.38			$ -	20439	$ 0.42	$ 8,584.38	
0203	Overseeding	SY	20439	$ 0.11	$ 2,248.29			$ -	20439	$ 0.11	$ 2,248.29	
0204	Weed Control Type B	SY	20439	$ 0.07	$ 1,430.73			$ -	20439	$ 0.07	$ 1,430.73	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0205	Removable Floodwall	SF	1475	$ 110.00	$ 162,250.00			$ -	1475	$ 110.00	$ 162,250.00
0206	F&I Floodwall Reinf Bars - Steel	LB	496765	$ 1.15	$ 571,279.75			$ -	496765	$ 1.15	$ 571,279.75
0207	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	217633	$ 1.30	$ 282,922.90			$ -	217633	$ 1.30	$ 282,922.90
0208	F&I Floodwall - Structural Conc	CY	3847.37	$ 888.00	$ 3,416,464.56			$ -	3847.37	$ 888.00	$ 3,416,464.56
0209	Not Used				$ -			$ -			$ -
0210	Diesel Generator	LS	0	$ 410,000.00	$ -			$ -	0	$ 410,000.00	$ -
0211	Generator Foundation Pad	LS	0	$ 40,000.00	$ -			$ -	0	$ 40,000.00	$ -
0212	Misc. (fence, etc.)	LS	0	$ 25,000.00	$ -			$ -	0	$ 25,000.00	$ -
0213	Health and Safety	LS	1	$ 20,000.00	$ 20,000.00			$ -	1	$ 20,000.00	$ 20,000.00
0214	Incentive	LS	1	$ 150,000.00	$ 150,000.00			$ -	1	$ 150,000.00	$ 150,000.00
0215	Small Utility Work-Around	LS	1	$ 169,490.20	$ 169,490.20			$ -	1	$ 169,490.20	$ 169,490.20
0216	Traffic Control Revisions and Concrete Barriers for Xcel Lines	LS	1	$ 13,225.02	$ 13,225.02			$ -	1	$ 13,225.02	$ 13,225.02
0217	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	792	$ 52.50	$ 41,580.00			$ -	792	$ 52.50	$ 41,580.00
0218	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	682	$ 204.20	$ 139,264.40			$ -	682	$ 204.20	$ 139,264.40
0219	F&I Gate Valve 10" Dia.	EA	4	$ 4,041.50	$ 16,166.00			$ -	4	$ 4,041.50	$ 16,166.00
0220	Paint Traffic Signal Poles	EA	9	$ 4,235.00	$ 38,115.00			$ -	9	$ 4,235.00	$ 38,115.00
0221	Bridge Lighting	LS	1	$ 1,815.00	$ 1,815.00			$ -	1	$ 1,815.00	$ 1,815.00
0222	Excavated Concrete Disposal	LS	1	$ 1,443.46	$ 1,443.46			$ -	1	$ 1,443.46	$ 1,443.46
0223	Winter Traffic Control	LS	1	$ 3,727.50	$ 3,727.50			$ -	1	$ 3,727.50	$ 3,727.50
0224	Pump Station Concrete Grading	LS	1	$ 20,068.90	$ 20,068.90			$ -	1	$ 20,068.90	$ 20,068.90
0225	Bridge Abutment Seal	LS	1	$ 8,108.33	$ 8,108.33			$ -	1	$ 8,108.33	$ 8,108.33
0226	Bridge Abutment Concrete Disposal	LS	1	$ 4,256.28	$ 4,256.28			$ -	1	$ 4,256.28	$ 4,256.28
0227	Additional H-Piling	LS	1	$ 6,587.50	$ 6,587.50			$ -	1	$ 6,587.50	$ 6,587.50
0228	Traffic Signal modifications	LS	1	$ 29,722.00	$ 29,722.00			$ -	1	$ 29,722.00	$ 29,722.00
0229	Additional Forming-Step Footing	LS	1	$ 1,608.52	$ 1,608.52			$ -	1	$ 1,608.52	$ 1,608.52
0230	Wall Cap for Abutment	LS	1	$ 2,843.38	$ 2,843.38			$ -	1	$ 2,843.38	$ 2,843.38

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0231	Tee Manhole Addition	LS	1	$ 13,549.70	$ 13,549.70			$ -	1	$ 13,549.70	$ 13,549.70	
0232	SS-10 Manhole Revision	LS	1	$ 2,828.85	$ 2,828.85			$ -	1	$ 2,828.85	$ 2,828.85	
0233	Differing Subsurface Condition	LS	1	$ 340,335.49	$ 340,335.49			$ -	1	$ 340,335.49	$ 340,335.49	
0234	Floating Manhole Castings	LS	1	$ 28,473.07	$ 28,473.07			$ -	1	$ 28,473.07	$ 28,473.07	
0235	F&I Sanitary Pipe SDR 26 - 8" Dia PVC	LF	11	$ 150.46	$ 1,655.06			$ -	11	$ 150.46	$ 1,655.06	
0236	F&I Sanitary Pipe w/GB SDR 26 - 8" Dia PVC	LF	30	$ 392.46	$ 11,773.80			$ -	30	$ 11,773.80	$ 11,773.80	
0237	Remove Parking Attendant Structure	LS	1	$ 6,615.00	$ 6,615.00			$ -	1	$ 6,615.00	$ 6,615.00	
0238	Wall Penetrations	LS	1	$ 5,980.75	$ 5,980.75			$ -	1	$ 5,980.75	$ 5,980.75	
0239	CenturyLink Concrete Removal	LS	1	$ 10,021.00	$ 10,021.00			$ -	1	$ 10,021.00	$ 10,021.00	
0240	F&I Light Pull Boxes	EA	14	$ 1,100.00	$ 15,400.00			$ -	14	$ 1,100.00	$ 15,400.00	
0241	Floodwall Caps Modification	EA	1	$ 7,572.00	$ 7,572.00			$ -	1	$ 7,572.00	$ 7,572.00	
0242	Repair Storm Manholes	LS	1	$ 12,913.20	$ 12,913.20			$ -	1	$ 12,913.20	$ 12,913.20	
0243	Contaminated Soil Removal	LS	1	$ 200,000.00	$ 159,612.24			$ -	0.7980612	$ 159,612.24	$ 159,612.24	
0244	ST-8.1 Cover	LS	1	$ 8,553.35	$ 6,753.35			$ -	0.7895561388228	$ 6,753.35	$ 6,753.35	
0245	F&I Impressioned 6" Thick Reinf Conc	SY	23	$ 252.00	$ 5,796.00			$ -	23	$ 252.00	$ 5,796.00	
0246	Pipe Bursting 1st Ave N and 3rd St N	LF	42	$ 243.22	$ 10,215.24			$ -	42	$ 243.22	$ 10,215.24	
0247	Utility Vault Adjustment	EA	2	$ 313.50	$ 627.00			$ -	2	$ 313.50	$ 627.00	
0248	1st Ave N Bridge Spall Removal	LS	1	$ 2,305.60	$ 2,305.60			$ -	1	$ 2,305.60	$ 2,305.60	
0249	F&I Storm Pipe 8" Dia PVC	LF	38	$ 87.73	$ 3,333.74			$ -	38	$ 87.73	$ 3,333.74	
0250	F&I Pump Station Manhole Inlet	EA	2	$ 2,219.23	$ 4,438.46			$ -	2	$ 2,219.23	$ 4,438.46	
0251	12" PVC Flared End Section Riprap	LS	1	$ 825.00	$ 825.00			$ -	1	$ 825.00	$ 825.00	
0252	Paint Line 4" Wide	LF	4857	$ 2.07	$ 10,053.99			$ -	4857	$ 2.07	$ 10,053.99	
0253	Case Plaza Street Light	LS	1	$ 5,170.00	$ 5,170.00			$ -	1	$ 5,170.00	$ 5,170.00	
0254	Street Light Modifications	LS	1	$ 6,991.60	$ 6,991.60			$ -	1	$ 6,991.60	$ 6,991.60	
0255	City of Fargo Library Landscaping	LS	1	$ 3,462.80	$ 3,462.80			$ -	1	$ 3,462.80	$ 3,462.80	
0256	Paint Epoxy Line 24" Wide	LF	88	$ 13.20	$ 1,161.60			$ -	88	$ 13.20	$ 1,161.60	

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees												
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 16)			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	
0257	Paint Epoxy Messages	SF	32	$ 16.50	$ 528.00			$ -	32	$ 16.50	$ 528.00	
0258	3rd Street Lighting Modifications	LS	1	$ 5,406.50	$ 5,406.50			$ -	1	$ 5,406.50	$ 5,406.50	
0259	1st Ave Plaza Bench Modifications	LS	1	$ 8,317.15	$ 8,317.15			$ -	1	$ 8,317.15	$ 8,317.15	
0260	Topsoil Import Compacted Volume	CY	800	$ 28.39	$ 22,712.00			$ -	800	$ 28.39	$ 22,712.00	
0261	Topsoil Import Loose Volume	CY	800	$ 21.84	$ 17,472.00			$ -	800	$ 21.84	$ 17,472.00	
0262	F&I Decorative Fence	LS	1	$ 52,456.56	$ 52,456.56			$ -	1	$ 52,456.56	$ 52,456.56	
0263	1st Ave Landscaping Modifications	LS	1	$ 5,482.00	$ 5,482.00				1	$ 5,482.00	$ 5,482.00	
0264	New Diesel Generator	LS	1	$ 391,481.27	$ 391,481.27				1	$ 391,481.27	$ 391,481.27	
0265	Diesel Generator Connection from Proposed Generator Location to WP42A2 Pump Station	LS	1	$ 337,950.78	$ 337,950.78				1	$ 337,950.78	$ 337,950.78	
0266	Sidewalk Drain	LS				1	$ 7,053.34	$ 7,053.34	1	$ 7,053.34	$ 7,053.34	
WP-42F.1S - TOTAL AMOUNT			CURRENT BUDGET		$ 16,838,963.13	NET CHANGE		$ 7,053.34	NEW BUDGET		$ 16,846,016.47	



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HMG
HOLSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES
2ND STREET N FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
SE CORNER OF 1ST AVE AND 2ND ST REPAIRS

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

ELEVATION DATUM (VERTICAL CONTROL)
NAVD 88
GEOID09

DATE:	6-13-17
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.	WP-42F.1.8
DRAWN BY:	TRK
CHECKED BY:	RGE
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-020-52

6/7/2017 11:45:16AM M:\Fargo\JOBS\140017438\12-Final Levees Phase 2\WP42F1S Construction\742B-007 WP42F1S\Survey\Dgn 12-5-16 - Top Rim and Toe SWSE corner sidewalk 6-13-17.dwg