

FLOOD DIVERSION BOARD OF AUTHORITY

Thursday, August 13, 2015

3:30 PM

Fargo City Commission Room

Fargo City Hall

200 3rd Street North

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Management Information
 - a. PMC report
 - b. Corps of Engineers report
5. Administrative/Legal Information
 - a. Lawsuit / Injunction update
6. Technical Information/action
 - a. Recommended Contract Actions Summary Item 6a.
7. Public Outreach Information/action
 - a. Committee report
 - b. Meeting Schedules for Diversion Authority Committees Item 7b.
 - c. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update
9. Finance Information/action
 - a. Committee report
 - b. Corps of Engineers funding Item 9b.
 - c. CH2M contract amendment Item 9c.
 - d. Voucher approval Item 9d.
10. Other Business
11. Next Meeting – September 10, 2015
12. Adjournment

cc: Local Media

FLOOD DIVERSION BOARD OF AUTHORITY
JULY 9, 2015—3:30 PM

Item 2.

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, July 9, 2015, at 3:31 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Ken Pawluk; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Dave Piepkorn; Fargo City Commissioner Mike Williams; Cass County Joint Water Resource District Manager Rodger Olson; and Moorhead City Council Member Nancy Otto. Clay County Commissioner Kevin Campbell was absent. Also present was ex-officio member Gerald Van Amburg, Buffalo-Red River Watershed District.

Staff members and others present: Clay County Administrator Brian Berg; Moorhead City Manager Michael Redlinger; Cass County Engineer Jason Benson; Fargo City Director of Engineering Mark Bittner; Fargo City Engineer April Walker; Moorhead City Engineer Bob Zimmerman; Tom Dawson, Chairman; Chamber of Commerce Business Leaders Taskforce; Bruce Spiller, CH2M; and Terry Williams, Project Manager, Corps of Engineers.

2. MINUTES APPROVED

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve minutes from the June 11, 2015, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve the order of the agenda. Motion carried.

4. MANAGEMENT UPDATE

Program management consultant (PMC) report

Bruce Spiller provided an update on activities over the last month including work on in-town levees at 2nd Street North, El Zagal, and Mickelson; review and comments to the MNDNR on the draft Environmental Impact Statement (EIS), which is scheduled for release on August 28th; and work with the Corp of Engineers to develop strategies for public-private partnership (PPP) options.

Mr. Williams asked whether in-town levee projects in Fargo will be FEMA certified and how this may affect home owners' flood insurance. There was discussion about the Fargo levees that are being designed and constructed to the 100-year flood level of 39.5 feet. If FEMA changes the figure to 41 feet, the levees would no longer be certifiable according to their standards. Mr. Williams said this is another indicator that the diversion project is still needed for protection as the levees will complement and work with the project. Ms. Otto said the City of Moorhead would be in the same situation with their levees if FEMA changes the 100-year floodplain.

Corps of Engineers report

Terry Williams provided an update of activities by Corps of Engineers staff which include review and coordination of draft documents for the MN EIS; completion of the Maple River aqueduct physical model; release of draft cemetery mitigation plan on June 4th; review of levee designs; and work on alternate financing and split delivery plan for expedited implementation of the project.

5. ADMINISTRATIVE/LEGAL UPDATELawsuit update

Attorney Erik Johnson provided an update regarding lawsuits filed by the Richland-Wilkin Joint Powers Authority. An injunction order was issued by the Federal District Court on May 13th to stop construction on the OHB levee. The Diversion Authority requested a stay on the injunction, which was denied by the judge. The City of Oxbow requested to intervene as a party to the lawsuit along with the Diversion Authority, which the judge granted. The Diversion Authority has asked the Court to clarify the injunction order as it relates to construction of homes in Oxbow, and is awaiting a decision from the judge. Mr. Johnson said briefs will be submitted to the court throughout the summer on the main case involved with the lawsuit.

Mr. Vanyo said the Diversion Authority is following the injunction ruling. He said when the injunction was issued, eight homes were under construction. Closings have been completed on two of the homes.

6. TECHNICAL UPDATERecommended Contract Actions Summary

Mr. Spiller discussed one Authority Work Directive (AWD) with Houston Moore Group (HMG) totaling \$20,000 as follows:

- HMG AWD-00050 R0—services during bidding for WP-42F.1S (Flood Control, 2nd Street North, South of Pump Station 2 Station-Phase 42F.1S) of the in-town levees project in the amount of \$20,000.

MOTION, passed

Mr. Pawluk moved and Mr. Piepkorn seconded to approve HMG AWD-00050 R0 and recommend approval of the appropriation of funds for the task order by the Dakota Metro Flood Board in the amount of \$20,000. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATECommittee report

Mr. Olson said the Public Outreach Committee met July 8th. He said the State Water Commission is in town today taking a tour of the in-town levee work. Daron Selvig from AE2S provided an update on the e-newsletter and website, which continue to generate public interest.

Business Leaders Task Force

Mr. Dawson said the task force met this week and received an update from Senator John Hoeven's staff. There was an update on the Minnesota EIS and discussion on the injunction issued on the OHB levee and its impact on area contractors and home builders.

8. LAND MANAGEMENT UPDATE

Mr. Mahoney said the Land Management Committee met earlier this afternoon and discussed topics including:

CCJWRD update

Mark Brodshaug referred to the handout regarding land acquisitions completed through June 30, 2015, which includes completed acquisitions, budget figures, and completed negotiations. He said clarification on the OHB levee injunction is needed in order for construction to continue on replacement homes in Oxbow. He said the closing was held on the Park East apartment complex, and 13 occupied apartments remain. He said a security firm will patrol the building until it is demolished, which will likely occur in late fall. He said prior to demolition of the homes in the EI

Zagal neighborhood and Park East apartments, Habitat for Humanity will be allowed to salvage items from the structures. The Fargo Fire Department will conduct some training exercises in the apartment complex before demolition.

Committee Membership

Mr. Vanyo said the Fargo City Commission recently appointed Mike Williams to the Finance Committee to replace Pat Zavoral and Dave Piepkorn to the Land Management Committee. He said since Mr. Piepkorn is an additional member on the committee, he asked for approval of the appointment by the Diversion Board.

MOTION, passed

Mr. Pawluk moved and Mr. Olson seconded to approve the addition of Fargo City Commissioner Dave Piepkorn to the Land Management Committee. On roll call vote, the motion carried with Mr. Vanyo, Mr. Mahoney, Mr. Williams, Mr. Pawluk, Mr. Thorstad, Ms. Otto, and Mr. Olson voting “Yes”; Mr. Piepkorn abstaining.

9. FINANCE UPDATE

Committee report

The Finance Committee met on July 8th. Kent Costin, Fargo Finance Director, said the total disbursed on the project to date is \$127 million. The committee acted on the following items:

City of Fargo – Loan Advance

The Finance Committee approved an advance of \$10 million from the U.S. Bank Loan to help fund property closings on the Howard Johnson Hotel and Sidestreet Bar. This is the third draw down request from the \$50 million loan taken out by the City of Fargo.

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve a draw down request for loan funds from U.S. Bank in the amount of \$10,000,000. On roll call vote, the motion carried unanimously.

Clean up of property in Clay County

Mr. Costin said the Diversion Authority purchased buildings located at 387 170th Avenue SW in Clay County as part of the hardship buyout program. The committee authorized Clay County to contract to clean up the property at a cost not to exceed \$40,000.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to authorize Clay County to contract for the necessary work to clean up the property located at 387 170th Avenue SW, Moorhead, Minnesota, with a budget appropriation not to exceed \$40,000 to be billed to the Diversion Authority. On roll call vote, the motion carried unanimously.

Corps of Engineers Cost Share Funding Request

Mr. Costin said a request of \$525,000 for the final installment of FY2014 funds was received from the Corps of Engineers. This will be the last installment out of the \$3.35 million total work plan that was approved.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve the cost share funding request from the Corps of Engineers in the amount of \$525,000. On roll call vote, the motion carried unanimously.

Escrow Construction Funds for Oxbow Houses

There are six homes in Oxbow in which builders have entered into negotiations or already signed contracts to construct replacement homes. The contractors have been dealing with uncertainty since the injunction was issued to stop construction on the OHB levee. Mr. Brodshaug explained the appraisal and negotiation process used for replacement homes in Oxbow. As a result of the injunction, bankers and builders are concerned and have requested the Diversion Authority Board consider establishing escrow funds for homes under contract to provide assurance the builders will be paid. Mr. Brodshaug said the CCJWRD will negotiate escrow agreements with the builders with the funds to be held in an escrow account at the title company until the closing on the property. Mr. Vanyo said the time frame associated with the accounts will be short-term as four of the homes will close in July, one in August and one in December.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to authorize the Cass County Joint Water Resource District to establish and fund construction escrow accounts for contracted work related to six homes in Oxbow. Discussion: Mr. Pawluk does not object to the request, but asked for clarification on the process. Mr. Spiller said there are concerns from home builders due to uncertainty resulting from the injunction and whether the Diversion Authority will be able to disburse funds to builders. Mr. Brodshaug said the intent is to put the funds into an escrow account until the closing is done. On roll call vote, the motion carried with Mr. Mahoney, Ms. Otto, Mr. Vanyo, Mr. Pawluk, Mr. Williams, Mr. Thorstad, and Mr. Olson voting “Yes”; Mr. Piepkorn voting “No”.

Voucher approval

The bills for the month are with Fredrikson & Byron, P.A. for government relation services; Dorsey & Whitney, LLP for legal services; and Cass County Joint Water Resource District for costs associated with the in-town levees, OHB ring levee, Diversion Project Assessment Committee (DPAC), and Oxbow Country Club golf course construction.

MOTION, passed

Mr. Mahoney moved and Mr. Piepkorn seconded to approve the vouchers in the amount of \$5,811,497.32 for June, 2015. On roll call vote, the motion carried unanimously.

10. NEXT MEETING DATE

The next meeting will be held on Thursday, August 13, 2015, at 3:30 PM.

11. ADJOURNMENT***MOTION, passed***

On motion by Mr. Pawluk, seconded by Mr. Williams, and all voting in favor, the meeting was adjourned at 4:40 PM.



Recommended Contracting Actions Summary

Date: August 13, 2015

Description	Budget Estimate (\$)
URS	
<i>Authority Work Directive</i>	43,000.00
<ul style="list-style-type: none"> AWD-00051 Rev 0 Mickelson Levee Extension - Cultural Mitigation 	
Houston-Moore Group, LLC	2,218,507.50
<i>Task Order / Amendments</i>	
<i>Close out Amendments</i>	
<ul style="list-style-type: none"> Task Order 2 – Amendment 5 CR-31 Bridge and CR-4 Roadway Task Order 3 – Amendment 5 Reach 3 Bridges: I-29, Hwy 81 Task Order 4 – Amendment 5 Reach 4 and 5 Bridges: CR-32 and CR-22 Task Order 5 – Amendment 4 Post Feasibility 	<ul style="list-style-type: none"> -4,001.30 -265.10 -20,209.95 -59,016.55
<i>Extend Period of Performance to March 31, 2016 Only</i>	
<ul style="list-style-type: none"> Task Order 7 – Amendment 4 Recreation and Use Master Plan Task Order 10 – Amendment 6 Utilities Task Order 11 – Amendment 3 Reach 6 – CR-20 Bridge Task Order 14 – Amendment 3 Transportation and Master Plan – South Task Order 16 – Amendment 2 Permitting Submittal Preparation 	

<i>Extend Period of Performance to March 31, 2016 and Budget Change</i>		
Task Order 1 – Amendment 6	Project Management	450,000.00
<ol style="list-style-type: none"> 1. Extend Period of Performance to March 31, 2016 2. Budget amendment for project management support 		
Task Order 6 – Amendment 7	Land Management – MN	11,000.00
<ol style="list-style-type: none"> 1. Extend Period of Performance to March 31, 2016 2. Budget amendment for GIS database management and meetings 		
Task Order 8 – Amendment 11	Work-In-Kind	0.00
<ol style="list-style-type: none"> 1. Extend Period of Performance to March 31, 2016 2. Adjusted budgets of closed subtasks 3. Budget amendment for additional Cemetery support work 4. On-Call services funds use for additional amendment costs 		
Task Order 9 – Amendment 14	Hydrology and Hydraulic Modeling	330,000.00
<ol style="list-style-type: none"> 1. Extend Period of Performance to March 31, 2016 2. Budget Amendment for additional Channel Size Evaluation, Phase 8 Model, Eastern Staging Area, and NDSU Study support 		
Task Order 13 – Amendment 11	Levee Design and Design Support	418,000.00
<ol style="list-style-type: none"> 1. Extend Period of Performance to March 31, 2016 2. Budget Amendment for OHB designs 		
Task Order 15 – Amendment 2	Draft Operations Plan	150,000.00
<ol style="list-style-type: none"> 1. Extend Period of Performance to March 31, 2016 2. Budget Amendment for incorporation of Phase 8 hydrology and analyze extreme events operations 		
Task Order 17 – Amendment 1	SDC – WP-42	693,000.00
<ol style="list-style-type: none"> 1. Incorporate AWD-050 (bidding services for WP-42F.1S - 2nd St. Floodwall) 2. Add Bidding services for El Zagal Phase 2, Park East Demo, and Mickelson 3. Add SDCs for WP-42F.1S (2nd St. Floodwall) 		
Task Order No. 19 – Amendment 0	PPP Document Preparation Support	250,000.00
<ol style="list-style-type: none"> 1. PPP document preparation support 		

Description	Budget Estimate (\$)
WP-42A.1/42A.3 4th Street Pump Station ICS, Inc. (dba Industrial Contract Services, Inc.)	176,462.97
<i>Change Order No. 2</i>	
<ol style="list-style-type: none"> 1. Modifications, including water main relocation and storm water revisions 2. Incorporate previously approved WCD-0002 and WCD-0003 (Unknown Structure Investigation and Abandonment) 3. Change Order No. 1 field changes, including replacement of 12" RCP and parking lot electrical 4. Other Modifications, including spare traffic control electrical conduit, Archeological inspection of excavation, and disposal of excavated debris 5. Time Extension for weather and Unknown Structure Investigation and Abandonment 	
WP-42A.2 2nd Street/Downtown – In-Town Levees Industrial Builders, Inc.	225,056
<i>Change Order No. 3</i>	
<ol style="list-style-type: none"> 1. Backfill < 882' 2. Backfill > 882' 3. Electric heater 4. Louvers 	
WP-F.1S 2nd Street/Downtown – In-Town Levees Flood Control - 2nd Street North Floodwall, South of Pump Station Industrial Builders, Inc.	16,184,905.85
<i>Contract Award</i>	
<ol style="list-style-type: none"> 1. Contract Award 2. Change Order No. 1 	

RECOMMENDED CONTRACTING ACTION DETAIL

AWD SUMMARY

AWD-00051 R0

URS

Add \$ 43,000.00

Mickelson Levee Extension – Cultural Mitigation

Description:

The AWD authorizes URS to provide required cultural mitigation for five (5) impacted homes in the Fargo Oak Grove Residential Historic District. Services include documenting the houses at Historic American Building Survey (HABS) level III, completing updates of the official North Dakota architectural site forms for all five houses, updating the National Register of Historic Places nomination form for the Fargo Oak Grove Residential Historic District, and furnish and install a permanent historical marker sign detailing the historic significance of the Oak Grove Residential Historic District.

Background:

The Mickelson levee extension was designed to minimize the impacts to historic structures as much as possible, while taking engineering, geotechnical, economic, and other factors into consideration. The residences at 16, 18, 24 and 26 North Terrace North and at 724 North River Road North cannot be preserved at their current locations with the selected levee extension alignment, and removal of these residences will have adverse effects on these historic properties. This AWD authorizes required cultural mitigation of the impacts to these properties.

Scope and budget changes will be incorporated into a future amendment to Task Order No. 1.

Cost incurred under this AWD is not to exceed \$43,000.00.

Recommendation:

The budget increase of \$ 43,000.00 increases the Task Order 1 budget to \$ \$1,308,130, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization of AWD-00051 R0 for \$43,000.00.

TASK ORDER SUMMARY

Task Order / Amendments Close Out (100% Complete)

Houston-Moore Group, LLC	-83,492.90
• Task Order 2 – Amendment 5 CR-31 Bridge and CR-4 Roadway	-4,001.30
• Task Order 3 – Amendment 5 Reach 3 Bridges: I-29, Hwy 81	-265.10
• Task Order 4 – Amendment 5 Reach 4 and 5 Bridges: CR-32 and CR-22	-20,209.95
• Task Order 5 – Amendment 4 Post Feasibility	-59,016.55

Recommendation:

PMC recommends authorization to administratively close out the above listed task orders in the amounts reflected for a total combined deduction of \$ **-83,492.90**.

Task Order / Amendments Extend Period of Performance to March 31, 2016

Houston-Moore Group, LLC	0.00
• Task Order 7 – Amendment 4 Recreation and Use Master Plan	
• Task Order 10 – Amendment 6 Utilities	
• Task Order 11 – Amendment 3 Reach 6 – CR-20 Bridge	
• Task Order 14 – Amendment 3 Transportation and Master Plan – South	
• Task Order 16 – Amendment 2 Permitting Submittal Preparation	

Recommendation:

- PMC recommends authorization to extend the period of performance to March 31, 2016 for the above listed task orders with no change in budget.
-

Houston-Moore Group, LLC
Task Order No. 1 – Amendment 6
Project Management

Add \$ 450,000.00

Subtask 2 – Services of Engineer

- 2.A Provide lead project managers to manage day-to-day activities of the engineering design consultant and provide support for agency and public meetings, along with public involvement assistance.
- 2.D Insurance: Provide \$5,000,000 in project specific insurance as a project cost (\$5M of project specific insurance is to be provided at Engineer’s expense).

Background:

Project management services are required for design and Work In Kind (WIK) task orders contracted under the overall Master Services Agreement.

- A. Subtask 2.A (Project Management and Public Involvement Assistance) extend period of performance to March 31, 2016 and increase budget.
 - 1. The estimated cost budget to fund this subtask through March 31, 2016 is \$ 320,000.
- B. Subtask 2.D (Insurance) provide insurance for 2015.
 - 1. The estimated cost budget to fund this subtask is \$ 130,000.

Net budget increase = \$ 450,000

Recommendation:

The budget increase of \$ 450,000 increases the Task Order 1 budget to \$ 3,857,675, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 1, Amendment 6 for \$ 450,000.00.

Houston-Moore Group, LLC
Task Order No. 6 – Amendment 7
Land Management – MN

Add \$ 11,000.00

Subtask 2.A:

Description:

Maintain the existing GIS database of parcels and an interactive web-based GIS database showing right-of-entry status of parcels. Coordinate with USACE regarding right-of-entry activities.

Background:

Right of entry services are required for support of other project related activities.

- A. Subtask 2.A (Right-of-Entry services) extend period of performance to March 31, 2016 and increase budget.
 - 1. The estimated cost budget to fund this subtask through March 31, 2016 is \$ 7,000.
- B. Subtask 2.D (Communication with USACE) extend period of performance to March 31, 2016 and increase budget.
 - 1. The estimated cost budget to fund this subtask through March 31, 2016 is \$ 4,000.

Net budget increase = \$ 11,000

Recommendation:

The budget increase of \$ 11,000 increases the Task Order 6 budget to \$ 629,100, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 6, Amendment 7 for \$ 11,000.00.

Houston-Moore Group, LLC
Task Order No. 8, Amendment 11
Work-In-Kind

Add \$ 0.00

Subtask 2B – Identification and Assessment of Tie-Back Levees

- Close completed task and adjust budget to final task amount. 5,089.96

Subtask 2E – On-Call Services

- Decrease task budget such that Task Order 8, Amendment 11 is a zero dollar amendment. -23,661.05

Subtask 2E.IV – Geomorphology Consulting

- Close completed task and adjust budget to final task amount. 1,068.34

Subtask 2E.V – MN EIS Scoping Document Comment Support

- Close completed task and adjust budget to final task amount. -6,497.25

Subtask 2E.VII – Cemetery Assessment Team Support

- Provide additional assistance to support the Cemetery Assessment Team. 24,000.00

Background:

Three subtasks have been completed and closed. Provide additional Cemetery Assessment Team support, as requested through March 31, 2016. Use a portion of the existing On-Call Services budget to offset other subtask budget increases and create a zero dollar amendment.

Net budget increase = \$ 0.00

Recommendation:

PMC recommends authorization for Task Order No. 8, Amendment 11 for \$ 0.00.

Houston-Moore Group, LLC
Task Order No. 9, Amendment 14
Hydrology and Hydraulic Modeling

Add \$ 330,000

Subtask 2 – Services of Engineer

- 2.C Evaluation of Channel Size - Evaluate various Diversion Channel width sizes to determine hydraulic impacts based on channel size.
- 2.K Phase 8 Model Update – Provide services to build a complete model in preparation for the CLOMR following Phase 8, as requested by USACE.
- 2.M Eastern Staging Area Evaluation – Provide preliminary design for the MN EIS Northern Alignment Alternative (NAA) Eastern Staging Area. This includes civil and hydraulic design in support of the two Alternatives
- 2.O NDSU Agricultural Impacts Study Support – Provide additional modeling, mapping, and data support to the NDSU agriculture impacts study.

Background:

Hydrology and Hydraulic modeling services are Work In Kind (WIK) services requested by USACE.

- Subtask 2.C (Evaluation of Channel Size) estimated cost budget to fund this subtask through March 31, 2016 is \$ 100,000.
- Subtask 2.K (Phase 8 Model Update) estimated cost budget to fund this subtask is \$ 200,000.
- Subtask 2.M (Eastern Staging Area Evaluation) estimated cost budget to fund this subtask is \$ 20,000.
- Subtask 2.O (NDSU Agricultural Impacts Study Support) estimated cost budget to fund this subtask is \$ 10,000.

Net budget increase = \$ 330,000

Recommendation:

The budget increase of \$ 330,000 increases the Task Order 9 budget to \$ 2,324,341, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 9, Amendment 14 for \$ 330,000.00.

Houston-Moore Group, LLC
Task Order No. 13, Amendment 11
Levee Design and Design Support

Add \$ 418,000.00

Subtask 2.B.ii – Upstream Staging Area Ring Levees

- Additional analysis, communication, and clarification for design of interior drainage system, project extents, construction phasing and schedule, coordination and phasing with USACE levee phase and golf course project, additional pump station, gatewell, and outfall design work, addition effort related to the 100-yr levee design elevation, additional land surveying requests, and additional right of way drawing work.

Background:

Additional design services and period of performance extension to March 31, 2016.

- Subtask 2.B.ii.2.d (WP-43A Design) - cost budget is \$ 87,499.
- Subtask 2.B.ii.2.e (WP-43C Design) - cost budget is \$ 20,747.
- Subtask 2.B.ii.2.f (WP-43D Design) - cost budget to fund this subtask is \$ 277,332.
- Subtask 2.B.ii.2.h (O/H/B Ring Levee – VES) - cost budget to fund this subtask is \$ 3,694.
- Subtask 2.B.ii.2.h.i (O/H/B Ring Levee Design Modification - 100-Year Elevation) - cost budget to fund this subtask is \$ 17,240.
- Subtask 2.B.iii (Right of Way Surveying) - cost budget to fund this subtask is \$ 11,488

Net budget increase = \$ 418,000

Recommendation:

The budget increase of \$ 418,000 increases the Task Order 13 budget to \$ 7,779,000, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 13, Amendment 11 for \$ 418,000.00.

Houston-Moore Group, LLC
Task Order No. 15, Amendment 2
Draft Operations Plan

Add \$ 150,000.00

Subtask 2.C - Operations Plan Development Iterations:

Description:

Perform additional modeling services to balance the Phase 8 hydrology in the model and analyze extreme events operations. Perform additional Operations Plan model run iterations for the modeled events.

Background:

The updated Phase 8 hydrology has been developed to provide improved modeling results and should be incorporated into the Operations model runs and plans.

Cost = \$ 150,000

Recommendation:

The budget increase of \$ 150,000 increases the Task Order 15 budget to \$ 650,000, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 15, Amendment 2 for \$ 150,000.00.

Houston-Moore Group, LLC
Task Order No. 17, Amendment 1
Services During Construction – Work Package 42

Add \$ 693,000.00

Subtask 2.A (Services During Bidding)

- Provide Services During Bidding for the 2nd St. Floodwall - South (WP-42F.1S), Park East Demolition (WP-42C.2), El Zagal Phase 2 (WP-42H.2, and Mickelson Levee Extension (WP-42I.1) projects.

Subtask 2.B (Services During Construction)

- Provide Services During Construction for the 2nd St. Floodwall - South (WP-42F.1S) project.

Subtask 2.C (Project Management)

- Provide Project Management services for the 2nd St. Floodwall - South (WP-42F.1S), Park East Demolition (WP-42C.2), El Zagal Phase 2 (WP-42H.2, and Mickelson Levee Extension (WP-42I.1) projects.

Background:

Budgets for the above listed Services During Bidding, Services During Construction, and Project Management services are:

- Subtask 2.A (Services During Bidding) estimated cost budget is \$ 93,000.
- Subtask 2.B (Services During Construction) estimated cost budget is \$ 540,000.
- Subtask 2.C (Project Management) estimated cost budget is \$ 60,000.

Net budget increase = \$ 693,000

Recommendation:

The budget increase of \$ 693,000 increases the Task Order 17 budget to \$ \$2,243,000, and is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 17, Amendment 1 for \$ 693,000.00.

**Houston-Moore Group, LLC
Task Order No. 19, Amendment 0
PPP Preparation Support**

Add \$ 250,000.00

Description:

Provided the following services:

- Provide staff to attend meetings and workshops with Owner, USACE, and PMC to develop PPP procurement documents, including a two (2) day kick-off meeting workshop with owner/USACE/PMC, bi-weekly Owner/PMC progress meetings, and Draft and Final PPP procurement document review meetings.
- Support the preparation of Draft PPP Procurement Documents including: preparation and packaging of H&H models for inclusion in the PPP procurement documents, and provide support services for preparation of other PPP procurement documents as requested by the Owner, which may include: Notice of Intent (NOI), Request for Qualifications (RFQ), and Request for Proposals (RFP), including performance, prescriptive, and regulatory specifications.
- Provide Data Room Documentation Support including: descriptions of Engineer’s completed technical bridge reach designs, including WP-02 (CR-31 Bridge and Channel), WP-04 (Reach 3 I-29 & CR 81 Bridges and Channel), WP-07 (CR-32 and CR-22 Bridges and Channel), and WP-10A-11 (CR-20 Bridge and Channel).

Background:

The Owner and the USACE desire to enter into a Project Partnership Agreement (PPA) for construction of the Project under a Split Delivery PPP, and agree that a Split Delivery project implementation model is the preferred project implementation model. The Engineer has provided H&H modeling and detailed design services for the Project, and assistance from the Engineer is required to incorporate modeling and design information into the PPP procurement documents.

Budgets for the above listed services are:

- Subtask 2.A (Meetings and Coordination) estimated cost budget is \$ 50,000.
- Subtask 2.B (Preparation of Draft PPP Procurement Documents) estimated cost budget is \$ 150,000.
- Subtask 2.C (Data Room Documentation Support) estimated cost budget is \$ 50,000.

Net budget increase = \$ 250,000

Recommendation:

The Task Order 19 budget of \$ 250,000 is less than the remaining unencumbered FY 2015 FMDA Design/Permitting budget of \$ 7,093,000. PMC recommends authorization for Task Order No. 19, Amendment 0 for \$ 250,000.00.

ICS, Inc. (dba Industrial Contract Services, Inc.)
Change Order No. 2
WP-42A.1/42A.3 (4th Street Pump Station)

ADD \$ 176,462.97

Description:

Change Order No. 2 includes the following elements:

1. Various modifications, including water main relocation, storm water revisions, and other changes.
2. Incorporate previously approved WCD-0002 and WCD-0003 (Unknown Structure Investigation and Abandonment):
 - a. Due to the significant depth, Gatewell C, MH 7 and associated 8" piping recently discovered shall be abandoned in place and will require complete grouting. The pipes and manholes are located in the general area of the floodwall that will be constructed.
 - b. Contractor to perform work as directed by Owner's Representative and Engineer related to the excavation, backfill, complete grouting of Gatewell C, MH 7 and 8" pipes associated with the 2 aforementioned structures. Work shall also include driving a sheet pile at location and depth shown on the plans prepared by HMG. Contractor shall use results of previous exploratory work performed as part of WCD 002 as necessary.
3. Change Order No. 1 field changes, including replacement of 12" RCP and parking lot electrical work associated with warming house electrical service work.
4. Other Requirements, including spare traffic control electrical conduit, Archeological inspection of excavation, and disposal of excavated concrete debris.
5. Contract time extension for weather and investigation and abandonment of Unknown Structure (17 days).

Estimated Cost = \$ 176,462.97

Recommendation:

The Change Order No. 2 budget of \$ 176,462.97 increases the WP-42A.1/42A.3 (4th Street Pump Station) contract budget to \$ 17,806,634.56, and is less than the remaining unencumbered FY 2015 FMDA Construction budget of \$ 43,557,000. PMC recommends authorization of Change Order No. 2 for \$ 176,462.97.

Industrial Builders, Inc.
Change Order No. 3
WP-42A.2 (2nd Street North Pump Station)

ADD \$ 225,056

Description:

Change Order No. 3 includes three distinct elements:

1. Backfill below elevation 882': Incorporate Work Change Directive 3 into Contract Price by adding line item 0027, Backfill Below 882' as shown in attached Change Order 3 Unit Price Schedule dated 8/13/15 and Increase Contract Times by 13 days to accommodate Work Change Directive 2.

Cost = \$158,293.32

2. Backfill above elevation 882': Increase Contract Price to accommodate a change in backfill design above elevation 882' by adding new line item 0028, Backfill Above 882' as shown in attached Change Order 3 Unit Price Schedule dated 8/13/15. Increase Contract Times by 2 days to accommodate required backfill work above elevation 882.

Cost = \$61,324.68

3. Furnish and install Electric Unit Heater (RFI-029A).

Cost = \$1,472.00

4. Furnish and install Louvers (RFI-043)

Cost = \$3,966.00

Recommendation:

The Change Order No. 3 budget of \$ 225,056 increases the WP-42A.2 (2nd Street North Pump Station) contract budget to \$ 8,424,373.00, and is less than the remaining unencumbered FY 2015 FMDA Construction budget of \$ 43,557,000. PMC recommends authorization of Change Order No. 3 for \$225,056.

Industrial Builders, Inc.
Contact Award
WP-42F.1S (Flood Control - 2nd Street North Floodwall, South of Pump Station)

ADD \$ 16,184,905.85

Description:

Recommendation of Contract Award and Change Order No. 1.

Change Order No. 1 adds 30 days to the Contract Time to accommodate a later than anticipated project start, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work in the event that acquisition of some or all of three properties in the southeast corner of the project area (Case Plaza, Mid-America Steel, and Burlington Northern-Santa Fe) is delayed. If Owner exercises the descope option, the Contract Price will be reduced by \$1,477,720.46.

The lowest and best of \$ 16,184,905.85 is less than the remaining unencumbered FY 2015 FMDA Construction budget of \$ 43,557,000. PMC recommends award.



AUTHORITY WORK DIRECTIVE

AWD-00051 REV-0

Mickelson Levee Extension – Cultural Mitigation

		WORK TYPE:	<u>LERRDs</u>
TO:	URS	DATE INITIATED:	<u>7/28/2015</u>
PROJECT:	<u>Fargo-Moorhead Diversion Engineering Design</u>		
OWNER:	<u>Metro Flood Diversion Authority</u>		

The following additions, deletions, or revisions to the Work have been ordered and authorized:

OBJECTIVE:

Provide required cultural mitigation for five (5) impacted homes in the Fargo Oak Grove Residential Historic District.

BACKGROUND:

The Mickelson levee extension was designed to minimize the impacts to historic structures as much as possible, while taking engineering, geotechnical, economic, and other factors into consideration. The residences at 16, 18, 24 and 26 North Terrace North and at 724 North River Road North cannot be preserved at their current locations with the selected levee extension alignment, and removal of these residences will have adverse effects on these historic properties. This AWD authorizes required cultural mitigation of the impacts to these properties.

SCOPE:

1. For the four (4) homes and associated historic garages at 16, 18, 24 and 26 North Terrace North, document the four houses at Historic American Buildings Survey (HABS) level III, to include a sketch plan of each house (and associated historic garage), large-format photographs of the exterior and interior of each house or digital format photographs (per <http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>), and a written history of each house. HABS documentation shall be completed by individuals with previous experience in HABS documentation.
2. Complete updates of the official North Dakota architectural site forms for all five houses, indicating whether they were moved (giving new location) or demolished, including the date of such undertaking, and submit these updates to the Archaeology and Historic Preservation Division of the State Historical Society of North Dakota and to the Fargo Historic Preservation Commission.
3. Update the National Register of Historic Places nomination form for the Fargo Oak Grove Residential Historic District to reflect the changes to the district resulting from the Mickelson Levee Extension Project, with updates to context sections, maps and new photos as appropriate.
4. Prepare, fabricate, and install a permanent historical marker sign detailing the historic significance of the Oak Grove Residential Historic District and have said sign installed in that neighborhood. Maps, photographs and text for the sign will be reviewed by the North Dakota SHPO and the Fargo Historic Preservation Commission prior to sign completion. Comply with the City of Fargo’s sign code. Coordinated placement of the sign with City staff.

DELIVERABLES:

Deliverables include: sketch plans, photographs, updated site forms, updated NRHP nomination form, and historical marker sign. Two sets of original photographs (negatives and archaival-stable prints) and associated documents shall be prepared for submission to the North Dakota SHPO and the Fargo Historic Preservation Commission. Two copies of these documents shall be submitted to the Corps and the Diversion Authority.

SCHEDULE:

Start upon receipt of this AWD.

HOW WORK IS PERFORMED:

This work will be performed on a time and material basis.

COST:

Cost incurred under this AWD is not to exceed \$43,000.00. Scope and budget changes for the cultural mitigation work will be included in a future amendment to Task Order No. 1, Phase 1 Cultural Resources Investigations.

REASON FOR CHANGE(S):

Cultural mitigation is required as part of the Federal project.

ATTACHMENTS (List Supporting Documents):

None

It is understood that this Authority Work Directive will not change the Contract Price or Times, but is evidence that the parties expect a Contract Amendment to be subsequently issued reflecting the changes.

Recommended by:	CH2M HILL	
	Program Management Consultant	
	Bruce Spiller, P.E.	Program Manager
	Name	Title
	Signature	Date
Ordered by:	Board of Authority	
	Owner	
	Darrell Vanyo	Board Chair
	Name	Title
	Signature	Date

Task Order No. 2, Amendment 5

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 2 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

This amendment constitutes the entire agreement between the parties with respect to the closeout of the Task Order, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

This modification is hereby issued to administratively close out Task Order No. 2, which expired December 31, 2014. Task Order No. 2 is 100% complete and final invoice #1154 (dated 03/31/2015) has been paid.

4. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services identified under Subtasks 100 through 700 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order, for Subtasks 100 through 700 is not-to-exceed total amount as defined in the table below.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
100 Project Management and Coordination	38,000	477.64	38,477.64
200 Field Survey	17,000	3,771.65	20,771.65
300 Roadway Design	178,000	-22,928.49	155,071.51
400-409 Preliminary Bridge Design	93,000	15,228.83	108,228.83
410 Preliminary Channel Design	66,000	-10,023.00	55,977.00
500-509 Final Bridge Design Calculations	114,000	14,186.40	128,186.40
510 Final Channel Design	38,000	36,185.98	74,185.98
600-609 Bridge Plan Preparation	170,000	-52,231.98	117,768.02
610 Channel Plan Preparation	51,000	109,081.23	160,081.23
700 Quality Assurance/Quality Control	126,000	-97,749.56	28,250.44
TOTAL	891,000	-4,001.30	886,998.70

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

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

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature Date
Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

Signature Date
Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

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

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Task Order No. 3, Amendment 5

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 3 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

This amendment constitutes the entire agreement between the parties with respect to the close out of the Task Order, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

This modification is hereby issued to administratively close out Task Order No. 3, which expired December 31, 2014. Task Order No. 3 is 100% complete and final invoice #291 (dated 08/29/2013) has been paid.

4. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services identified under Subtasks 100 through 800 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks 100 through 800 is not-to-exceed total amount as defined in the table below.

	Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
100	Project Management and Coordination	112,700	-7,556.10	105,143.90
200	Field Survey	91,800	27,381.32	119,181.32
300	Roadway Design	425,900	151,529.39	577,429.39
400	Bridge Aesthetics Concept Development and Coordination	48,300	-871.58	47,428.42
500-509	Preliminary Bridge Design	258,300	170,171.11	428,471.11
510	Preliminary Channel Design	112,900	-42,568.70	70,331.30
600-609	Final Bridge Design Calculations	315,000	211,787.36	526,787.36
610	Final Channel Design	63,000	1,133.44	64,133.44
700-709	Bridge Plan Preparation	574,400	-482,583.90	91,816.10

	Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
710	Channel Plan Preparation	162,000	26,545.00	188,545.00
800	Quality Assurance/Quality Control	284,000	-55,232.44	228,767.56
TOTAL		2,448,300.00	- 265.10	2,448,034.90

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

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

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Signature

Date

Jeffry J. Volk

Darrell Vanyo

Name

Name

President

Chairman, Flood Diversion Board of Authority

Title

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

C. Gregg Thielman

Keith Berndt

Name

Name

Sr. Project Manager

Cass County Administrator

Title

Title

925 10th Avenue East
West Fargo, ND 58078

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

Address

Address

cgthielman@houstoneng.com

berndtk@casscountynd.gov

E-Mail Address

E-Mail Address

(701) 237-5065

(701) 241-5720

Phone

Phone

Fax

(701) 297-6020

Fax

Task Order No. 4, Amendment 5

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 4 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

This amendment constitutes the entire agreement between the parties with respect to the closeout of the Task Order, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

This modification is hereby issued to administratively close out Task Order No. 4, which expired December 31, 2014. Task Order No. 4 is 100% complete and final invoice #1169 (dated 04/30/2015) has been paid.

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services identified under Subtasks 100 through 700 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks 100 through 700 is not-to-exceed total amount as defined in the table below.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
100 Project Management and Coordination	106,000.00	-43,709.75	62,290.25
200 Field Survey	90,000.00	-35,707.29	54,292.71
300 Roadway Design	144,000.00	52,578.15	196,578.15
400-409 Preliminary Bridge Design	245,000.00	-1,089.27	243,910.73
410 Preliminary Channel Design	128,000.00	-29,804.68	98,195.32
500-509 Final Bridge Design Calculations	184,000.00	57,559.69	241,559.69
510 Final Channel Design	66,000.00	6,916.58	72,916.58
600-609 Bridge Plan Preparation	247,000.00	-30,809.16	216,190.84
610 Channel Plan Preparation	156,000.00	84,968.60	240,968.60
700 Quality Assurance/Quality Control	200,000.00	-81,112.82	118,887.18
TOTAL	1,566,000.00	-20,209.95	1,545,790.05

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

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

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk _____

Name _____

President _____

Title _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman _____

Name _____

Sr. Project Manager _____

Title _____

925 10th Avenue East _____

West Fargo, ND 58078 _____

Address _____

cgthielman@houstoneng.com _____

E-Mail Address _____

(701) 237-5065 _____

Phone _____

Fax

Signature _____ Date _____

Darrell Vanyo _____

Name _____

Chairman, Flood Diversion Board of Authority _____

Title _____

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt _____

Name _____

Cass County Administrator _____

Title _____

211 9th Street South _____

PO Box 2806 _____

Fargo, ND 58108-2806 _____

Address _____

berndtk@casscountynd.gov _____

E-Mail Address _____

(701) 241-5720 _____

Phone _____

(701) 297-6020 _____

Fax _____

Task Order No. 5, Amendment 4

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between Task Order No. 5 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

This amendment constitutes the entire agreement between the parties with respect to the closeout of the Task Order, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

This modification is hereby issued to administratively close out Task Order No. 5, which expired December 31, 2012. Task Order No. 5 is 100% complete and final invoice #215 (dated 03/31/2013) has been paid.

4. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services identified under Subtasks A through G shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks A through F is not to exceed \$905,000 as defined in the table below.
- iii. Estimated budget for Subtask B, VE-13 Move Red River Outlet Structure North, Subtask D, Move Diversion Upstream (South) of Oxbow, ND, Subtask E, Move Diversion North of Confluence of the Wild Rice and Red Rivers, is based on an allowance.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask B, VE-13 Move Red River Outlet Structure North, Subtask D, Move Diversion Upstream (South) of Oxbow, ND, Subtask E, Move Diversion North of Confluence of the Wild Rice and Red Rivers, is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask B, VE-13 Move Red River Outlet Structure North, Subtask D, Move Diversion Upstream (South) of Oxbow, ND, Subtask E, Move Diversion North of Confluence of the Wild Rice and Red Rivers, is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask B, VE-13 Move Red River Outlet Structure North, Subtask D, Move Diversion Upstream (South) of Oxbow, ND, Subtask E, Move Diversion North of Confluence of the Wild Rice and Red Rivers, without Owner’s authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Increase In Flows Through Town (AWD-00002)	180,000.00	-1,831.94	178,168.06
B. VE-13 Move Red River Outlet Structure North	370,000.00	-14,083.03	355,916.97
C. Land Management Improvements Evaluation No. 1	60,000.00	-4,916.17	55,083.83
D. Move Diversion Upstream (South) of Oxbow, ND	120,000.00	-27,482.39	92,517.61
E. Move Diversion north of confluence of the Wild Rice and Red Rivers	145,000.00	-3,868.52	141,131.48
F. Summary Report	30,000.00	-6,834.50	23,165.50
TOTAL	905,000.00	-59,016.55	845,983.45

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

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

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

<p>Signature _____ Date _____</p> <p>Jeffry J. Volk _____</p> <p>Name</p> <p>_____ President Title</p> <p>DESIGNATED REPRESENTATIVE FOR TASK ORDER:</p> <p>C. Gregg Thielman _____</p> <p>Name</p> <p>Sr. Project Manager _____</p> <p>Title</p> <p>925 10th Avenue East West Fargo, ND 58078 _____</p> <p>Address</p> <p>cgthielman@houstoneng.com _____</p> <p>E-Mail Address</p> <p>(701) 237-5065 _____</p> <p>Phone</p> <p>_____ Fax</p>	<p>Signature _____ Date _____</p> <p>Darrell Vanyo _____</p> <p>Name</p> <p>_____ Chairman, Flood Diversion Board of Authority Title</p> <p>DESIGNATED REPRESENTATIVE FOR TASK ORDER:</p> <p>Keith Berndt _____</p> <p>Name</p> <p>Cass County Administrator _____</p> <p>Title</p> <p>211 9th Street South PO Box 2806 Fargo, ND 58108-2806 _____</p> <p>Address</p> <p>berndtk@casscountynd.gov _____</p> <p>E-Mail Address</p> <p>(701) 241-5720 _____</p> <p>Phone</p> <p>(701) 297-6020 _____</p> <p>Fax</p>
---	---

Houston-Moore Group, LLC

Task Order No. 7, Amendment 4

Recreation and Use Master Plan and Design

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 7 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

Beginning with **Subtask WP-06 – Reach 4 Draft and Final Submittals** through **Subtask C. Design Support**, change the **Completion Time** from **September 30, 2015** to **March 31, 2016**:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
WP-06 – Reach 4 Draft and Final Submittals	June 14, 2012	March 31, 2016
WP-07 – CR32 and CR22 Bridges Draft and Final Submittals	June 14, 2012	March 31, 2016
WP-08 – Reach 5 Draft and Final Submittals	June 14, 2012	March 31, 2016
WP-09 – BNSF Prosper RR Bridge Draft and Final Design Submittals	June 14, 2012	March 31, 2016
WP-10A – Reach 6 Draft and Final Submittals	June 14, 2012	March 31, 2016
WP-11 – CR20 Bridge Draft and Final Submittals	June 14, 2012	March 31, 2016
WP-25 – Reach 17 Draft and Final Submittals	April 9, 2015	March 31, 2016
WP-26 – Reach 18 (Inlet Structure) Draft and Final Submittals	April 9, 2015	March 31, 2016
WP-28 – CR17 Bridge Draft and Final Submittals	April 9, 2015	March 31, 2016
C. Design Support	September 12, 2013	March 31, 2016

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- I. Compensation for services identified shall be in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement. The total compensation for services identified under the Task Order is not-to-exceed amount as defined in the table below.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Recreation and Use Master Plan – Revised Draft	25,000	0	25,000
B. Undulation Design – Outlet to I-94	212,000	0	212,000
C. Design Support	109,000	0	109,000
TOTAL	346,000	0	346,000

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

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

The Effective Date of this Task Order is June 14, 2012.

ENGINEER:

Houston-Moore Group, LLC

Signature

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

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

Address

berndtk@casscountynod.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 10, Amendment 6

Utilities Design and Identification - Outlet to I-94 (North), I-94 to Staging Area (South), and Red River Levees Project Areas

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 10 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
NORTH		
Utility Relocation Plan	06/14/12	08/31/12
Utility Relocation Services for Specific Utility Owners	06/14/12	3/31/16
Relocation Design	07/02/12	3/31/16
Relocation Support Services	07/16/12	3/31/16
SOUTH		
Utility Relocation Plan ¹	02/14/13	3/31/16
RED RIVER LEVEES		
2 nd Street/Downtown Area Utility Relocation Plan	04/24/13	3/31/16

¹ Schedule is subject to Diversion Authority obtaining rights of entry.

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

The Effective Date of this Task Order is June 14, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffrey J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

Cass County Administrator

Title

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 11, Amendment 3

Design of Work Package 11 (Reach 6 and CR-20 Bridge)

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 11 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
Design of Work Package 11 (Reach 6 and CR-20 Bridge) Contract Documents (100 % Plans and Specifications)	October 1, 2012	March 31, 2016

DRAFT

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

The Effective Date of this Task Order is September 13, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffrey J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

Cass County Administrator

Title

925 10th Avenue East
West Fargo, ND 58078

Address

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Task Order No. 14, Amendment 3

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 14 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude Engineer 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. Transportation Master Plan South	02/14/13	3/31/2016
B. Local Drainage Plan South	02/14/13	3/31/2016
C. I-29 South Conceptual Design of Interchange	02/14/13	3/31/2016

DRAFT

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

The Effective Date of this Task Order is February 14, 2013.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

Cass County Administrator

Title

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 16, Amendment 2

Permit Submittal Preparation and Other Related Services

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 16 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	October 10, 2013	March 31, 2016

DRAFT

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

The Effective Date of this Task Order is October 10, 2013.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk
Name

Signature _____ Date _____

Darrell Vanyo
Name

President
Title

Chairman, Flood Diversion Board of Authority
Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman
Name

Keith Berndt
Name

Sr. Project Manager
Title
925 10th Avenue East
West Fargo, ND 58078
Address

Cass County Administrator
Title
211 9th Street South , PO Box 2806
Fargo, ND 58108-2806
Address

cgthielman@houstoneng.com
E-Mail Address

berndtk@casscountynd.gov
E-Mail Address

(701) 237-5065
Phone

(701) 241-5720
Phone

Fax _____

(701) 297-6020
Fax

Houston-Moore Group, LLC

Task Order No. 1, Amendment 6

Project Management

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer 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 ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	March 31, 2016

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services identified under Subtasks A through D shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks A through D is not-to-exceed amount as defined in the table below.
- iii. Estimated budget for Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, is based on an allowance.
 - 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask A.ii, Public Involvement Assistance, and Subtask C, On-Call Services, without Owner’s authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	2,689,175	300,000	2,989,175
A.ii Public Involvement Assistance	236,000	20,000	256,000
B. Project Controls	97,500	0	97,500
C. On-Call Services	50,000	0	50,000
D. Insurance	335,000	130,000	465,000
TOTAL	3,407,675	450,000	3,857,675

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

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

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Signature

Date

Jeffry J. Volk

Darrell Vanyo

Name

Name

President

Chairman, Flood Diversion Board of Authority

Title

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Keith Berndt

Name

Name

Sr. Project Manager

Cass County Administrator

Title

Title

925 10th Avenue East
West Fargo, ND 58078

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

Address

Address

cgthielman@houstoneng.com

berndtk@casscountynd.gov

E-Mail Address

E-Mail Address

(701) 237-5065

(701) 241-5720

Phone

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 6, Amendment 7

Land Management Services

In accordance with Paragraph 1.01 of the Agreement Between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 6 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	March 31, 2016

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services identified under Subtasks A through G shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks A through H amount as defined in the table below.
- iii. Estimated budgets for Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, are based on an allowance.
 - a. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, is expended.
 - b. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, is expended.
 - c. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, without Owner’s authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Rights-of-Entry	410,000	7,000	417,000
B. Perform Appraisals (Allowance)	41,000	0	41,000
C. Land Owner Meetings	6,000	0	6,000
D., F., G. Management and Coordination	57,000	4,000	61,000
E. Property Acquisition (Allowance)	26,000	0	26,000
H. Draft Real Estate Opinion of Cost	78,100	0	78,100
TOTAL	618,100	11,000	629,100

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

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

The Effective Date of this Task Order is March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature	Date	Signature	Date
Jeffrey J. Volk		Darrell Vanyo	
Name		Name	
President		Chairman, Flood Diversion Board of Authority	
Title		Title	
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
C. Gregg Thielman		Keith Berndt	
Name		Name	
Sr. Project Manager		Cass County Administrator	
Title		Title	
925 10 th Avenue East		211 9th Street South	
West Fargo, ND 58078		PO Box 2806	
Address		Fargo, ND 58108-2806	
Address		Address	
cgthielman@houstoneng.com		berndtk@casscountynod.gov	
E-Mail Address		E-Mail Address	
(701) 237-5065		(701) 241-5720	
Phone		Phone	
		(701) 297-6020	
Fax		Fax	

Houston-Moore Group, LLC

Task Order No. 8, Amendment 11

Work-In-Kind (WIK)

In accordance with Paragraph 1.01 of the Agreement between **Fargo-Moorhead Flood Diversion Authority** (“Owner”) and **Houston-Moore Group, LLC** (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 8 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. Meander Belt Width Analyses	April 12, 2012	October 31, 2012
B. Identification and Assessment of Tie Back Levees	June 1, 2012	October 31, 2012
C. EMB Openings	June 1, 2012	October 15, 2012
D. Diversion Inlet Gates	June 1, 2012	October 31, 2012
E. On-Call Services	TBD with each task	March, 31, 2016
E.I-Maximum Project Design Flows	July 16, 2012	October 31, 2012
E.II-Local Drainage Plan	September 13, 2012	October 31, 2012
E.III-Reach 1 Low Flow Channel Meander Modeling	November 8, 2012	December 31, 2012
E.IV-Geomorphology Consulting	December 13, 2012	September 30, 2015
E.V-MN EIS Scoping Document Comment Support	April 24, 2013	September 30, 2014
E.VI-MN EIS Preparation Support	February 13, 2014	September 30, 2015
E.VII-Cemetery Assessment Team Support	October 9, 2014	March, 31, 2016
E.VIII-Large Structure Team Support	October 9, 2014	March, 31, 2016
E.IX-Hydraulic Structures Aesthetics Evaluation	December 11, 2014	March, 31, 2016
E.X-Baseline Stream Bank Erosion Evaluation	December 11, 2014	March, 31, 2016
E.XI-LFC Modeling: Maple River to Diversion Inlet	February 5, 2015	March, 31, 2016

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

- A. Owner shall pay Engineer for services rendered as follows:
- I. Compensation for services identified under Subtasks A through E shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
 - II. The total compensation for services identified under the Task Order for Subtasks A through E is not-to-exceed amount as defined in the table below.
 - III. Estimated budget for Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, and Subtask E, On-Call Services, are based on an allowance.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, and Subtask E, On-Call Services, is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, or Subtask E, On-Call Services, is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, or Subtask E, On-Call Services, without Owner's authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Meander Belt Width Analyses	307,203	0	307,203.00
B. Identification and Assessment of Tie-Back Levees	40,000	5,089.96	45,089.96
C. EMB Openings (Allowance)	39,989	0	39,989.00
D. Diversion Inlet Gates (Allowance)	55,418	0	55,418.00
E. On-Call Services (\$250,000 Allowance)	100,000	-23,661.05	76,338.95
E.I. Maximum Project Design Flows	13,658	0	13,658.00
E.II. Local Drainage Plan	9,978	0	9,978.00
E.III. Reach 1 LFC Meander Modeling	9,693	0	9,693.00
E.IV. Geomorphology Consulting	15,736	1,068.34	16,804.34
E.V. MN EIS Scoping Document Comment Support	15,000	-6,497.25	8,502.75
E.VI. MN EIS Preparation Support	416,000	0	416,000.00
E.VII. Cemetery Assessment Team Support	61,000	24,000.00	85,000.00
E.VIII. Large Structure Team Support	50,000	0	50,000.00
E.IX. Hydraulic Structures Aesthetics Evaluation	54,000	0	54,000.00

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
E.X. Baseline Stream Bank Erosion Evaluation	210,000	0	210,000.00
E.XI. LFC Modeling: Maple River to Diversion Inlet	81,000	0	81,000.00
TOTAL	1,478,675	0.00	1,478,675.00

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

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

The Effective Date of this Task Order is June 14, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Signature

Date

Jeffrey J. Volk

Darrell Vanyo

Name

Name

President

Board Chair

Title

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

C. Gregg Thielman

Keith Berndt

Name

Name

Sr. Project Manager

Cass County Administrator

Title

Title

925 10th Avenue East
West Fargo, ND 58078

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

Address

Address

cgthielman@houstoneng.com

berndtk@casscountynd.gov

E-Mail Address

E-Mail Address

(701) 237-5065

(701) 241-5720

Phone

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 9, Amendment 14

Hydrology And Hydraulic Modeling

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 9 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. HMS Diversion Inlet Model	April 1, 2012	July 31, 2012
B. Updates to Rush/Lower Rush	March 8, 2012	May 31, 2012
C. Evaluation of channel size	March 8, 2012	March 31, 2016
D. Extend RAS geometry of Rush/Lower Rush	March 8, 2012	May 31, 2012
E. Physical Modeling Assistance	April 26, 2012	September 30, 2015
F. On-Call Services	June 14, 2012	September 30, 2015
F.I. Extreme Rainfall Events	September 13, 2012	November 30, 2012
F.II. Extreme Event Evaluations	September 13, 2012	March 31, 2016
F.III. Tributary Peak HEC-RAS Model Runs	September 14, 2012	December 31, 2012
F.IV. Additional Assistance for the Maple River Aqueduct Physical Model	September 14, 2012	September 30, 2015
F.V. Unsteady HEC-RAS Modeling of Existing PMF Inflows	November 8, 2012	January 31, 2013
F.V. Phase 2 Numerical Modeling	February 14, 2013	September 30, 2013
F.VI. Update HEC-RAS Model	December 13, 2012	January 31, 2014
F.VII. Connecting Channel and 20-year Existing Conditions	December 18, 2012	September 30, 2013
F.VIII. Maple River Aqueduct Flow Analysis	March 14, 2013	September 30, 2013
F.IX. Update HEC-RAS Models – Maple River Aqueduct & Reach 6 Bridge	April 18, 2013	September 30, 2015
F.X. Water Monitoring Gage Survey	April 9, 2013	May 31, 2013

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
F.XI. HEC-RAS Models - Maple River Aqueduct	December 11, 2014	March 31, 2015
G. Basin-Wide Retention Support	December 13, 2012	March 31, 2016
H. Phasing Plan Interim Modeling	April 24, 2013	September 30, 2015
I. Phase 7.1 Model Update	July 11, 2013	April 30, 2014
J. Update PMF Study with Revised Distribution of Snowmelt Runoff	July 11, 2013	December 31, 2013
K. Phase 8 Model Update	September 12, 2013	March 31, 2016
L. Update the Balanced Hydrographs at Hickson, ND	October 10, 2013	September 30, 2014
M. Eastern Staging Area Evaluation	October 9, 2014	March 31, 2015
N. Staging Area Culvert and Bridge Survey	October 30, 2014	March 31, 2015
O. NDSU Agricultural Impacts Study Support	March 12, 2015	March 31, 2016

5. Payments to Engineer

DELETE and REPLACE Payments to Engineer in its entirety with the following:

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

- I. Compensation for services in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- II. The total compensation for services identified under the Task Order is not-to-exceed the amount as defined in the table below.
- III. Estimated budget for Subtask F. On-Call Services, and G. Basin-Wide Retention Support, is based on an allowance.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask F. On-Call Services, and G. Basin-Wide Retention Support, is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask F. On-Call Services, and G. Basin-Wide Retention Support, is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask F. On-Call Services, and G. Basin-Wide Retention Support, without Owner's authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. HMS Diversion Inlet Modeling	22,121	0	22,121
B. Updates to Rush/Lower Rush	16,401	0	16,401
C. Evaluation of Channel Size	137,605	100,000	237,605
D. Extend RAS Geometry of Rush/Lower Rush	17,714	0	17,714
E. Physical Modeling Assistance	10,500	0	10,500

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
F. ON-CALL SERVICES (ALLOWANCE)	44,900	0	44,900
F.I. Extreme Rainfall Events	7,500	0	7,500
F.II. Extreme Event Evaluations	26,600	0	26,600
F.III Tributary Peak Model Runs to Support the Maple River Aqueduct Physical Model	20,000	0	20,000
F.IV Additional Assistance for the Maple River Aqueduct Physical Model	104,000	0	104,000
F.V Unsteady HEC-RAS Modeling of Existing PMF Inflows	50,000	0	50,000
F.V Phase 2 Numeric Modeling	60,000	0	60,000
F.VI Update HEC-RAS Model	36,000	0	36,000
F.VII Connecting Channel and 20-year Existing Conditions	9,000	0	9,000
F.VIII Maple River Aqueduct Flow Analysis	15,000	0	15,000
F.IX Update HEC-RAS Models – Maple River Aqueduct & Reach 6 Bridge	40,000	0	40,000
F.X Water Monitoring Gage Survey	5,000	0	5,000
F.XI. HEC-RAS Models - Maple River Aqueduct	25,000	0	25,000
G. Basin-Wide Retention Support	55,000	0	55,000
H. Phasing Plan Interim Modeling	90,000	0	90,000
I. Phase 7.1 Model Update	165,000	0	165,000
J. Update PMF Study with Revised Distribution of Snowmelt Runoff	116,000	0	116,000
K. Phase 8 Model Update	532,000	200,000	732,000
L. Update the Balanced Hydrographs at Hickson, ND	167,000	0	167,000
M. Eastern Staging Area Evaluation	32,000	20,000	52,000
N. Staging Area Culvert and Bridge Survey	153,000	0	153,000
O. NDSU Agricultural Impacts Study Support	37,000	10,000	47,000
TOTAL	1,994,341	330,000	2,324,341

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

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

The Effective Date of this Task Order is June 14, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

Cass County Administrator

Title

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 13, Amendment 11

Levee Design and Design Support

In accordance with Paragraph 1.01 of the Agreement between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Houston-Moore Group, LLC** (HMG) ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 13 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

Following **Amendment 10 all work**, ADD **Amendment 11 all work** its entirety:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
Amendment 11 all work	August 13, 2016	March 31, 2016

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- i. Compensation for services shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks 2.B.i through 2.B.iii is not-to-exceed amount as defined in the table below.
- iii. Estimated budget for Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, is based on an allowance.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, without Owner’s authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2.B.i.1 Red River Levees – Phase 1 Design	490,000	0	490,000
2.B.i.1.o.i Landscape Architecture/Master Planning - 2nd St. Corridor from NP Ave. to 4th Ave.	35,000	0	35,000
2.B.i.1.o.ii Master Planning Services - Mickelson to the 4th St. Levee	100,000	0	100,000
2.B.i.2 Red River Levees – Phase 2 Design	3,064,000	0	3,064,000
2.B.i.3 Red River Levees – VES	30,000	0	30,000
2.B.i.4 4 th Street Levee Pump Station Replacement	600,000	0	600,000
2.B.i.5 Michelson Levee Extension	328,000	0	328,000
2.B.i.6 El Zagal Phase 2 Levee Design	190,000	0	190,000
2.B.ii Upstream Staging Area Ring Levees (Allowance)	440,000	0	440,000
2.B.ii.2.d WP-43A Design	275,000	87,499	362,499
2.B.ii.2.e WP-43C Design	190,000	20,747	210,747
2.B.ii.2.f WP-43D Design	1,162,000	277,332	1,439,332
2.B.ii.2.g WP-43E Design	260,000	0	260,000
2.B.ii.2.h O/H/B Ring Levee – VES	30,000	3,694	33,694
2.B.ii.2.h i. O/H/B Ring Levee Design Modification - 100-Year Elevation	110,000	17,240	127,240
2.B.iii Right of Way Surveying	57,000	11,488	68,488
TOTAL	7,361,000	418,000	7,779,000

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

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

The Effective Date of this Task Order is November 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffrey J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

Cass County Administrator

Title

925 10th Avenue East
West Fargo, ND 58078

Address

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 15, Amendment 2

Draft Operations Plan

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 15 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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.

4. Times for Rendering Services

DELETE and REPLACE **Times for Rendering Services** in its entirety with the following:

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
2.A - 2.C Draft Operations Plan	September 12, 2013	March 31, 2016

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

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

- I. Compensation for services identified under Subtasks 2.A through 2.C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- II. The total compensation for services identified under the Task Order, for Subtasks 2.A through 2.C is not to exceed the amount defined in the table below.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2.A - 2.C Draft Operations Plan	500,000	150,000	650,000
TOTAL	500,000	150,000	650,000

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

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

The Effective Date of this Task Order is September 12, 2013.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffrey J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

Cass County Administrator

Title

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 17, Amendment 1

Services During Construction – Work Package 42

In accordance with Paragraph 1.01 of the Agreement between **Fargo-Moorhead Flood Diversion Authority** (“Owner”) and **Houston-Moore Group, LLC** (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 17 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER 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

Following Paragraph 1.C.2, ADD the following in its entirety:

3. WP-42F.1S – Flood Control, 2nd Street North, South of Pump Station
4. WP-42H.2 – El Zagal Area Flood Risk Management – Phase 2 (SDB only)
5. WP-42I – Mickelson Levee Extension (SDB only)
6. WP-42C.2 – Park East Demolition (SDB only)

5. Payments to Engineer

DELETE and REPLACE **Payments to Engineer** in its entirety with the following:

- A. Owner shall pay Engineer for services rendered as follows:
 - I. Compensation for services in Subtasks A, B, and C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit C of the Agreement.
 - II. The budgets for Subtask D is an allowance.
- B. Engineer will notify Owner when 80 percent of the budget is expended.
- C. Engineer 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. Engineer will not perform work beyond 100 percent of the budget without Owner’s authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Services During Bid	50,000	93,000	143,000
B. Services During Construction	1,300,000	540,000	1,840,000
C. Project Management	180,000	60,000	240,000
D. On-Call Services	20,000	0	20,000
TOTAL	1,550,000	693,000	2,243,000

E. The terms of payment are set forth in Article 4 and EXHIBIT of Agreement C.

9. Documents Incorporated By Reference:

Following Paragraph 9.A, ADD the following in its entirety:

B. AWD-00050 REV-0, Services During Bidding-WP-42F.1S, dated July 9, 2015.

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

The Effective Date of this Task Order is July 10, 2014.

ENGINEER:

Houston-Moore Group, LLC

Signature

Date

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

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

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

Houston-Moore Group, LLC

Task Order No. 19, Amendment 0

Public-Private-Partnership (PPP) Document Preparation Support

In accordance with Paragraph 1.01 of the Agreement Between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Houston-Moore Group, LLC (HMG)** ("Engineer") for Professional Services – Task Order Edition, dated March 8, 2012 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that an information firewall shall be provided to ensure separation of PPP document information and other HMG work products, such that PPP document information is not available to unauthorized HMG subcontractors or affiliates, and that Houston Engineering, Inc. and Moore Engineering, Inc. are the only firms authorized to work under this Task Order No. 19, unless amended.

1. Specific Project Data

- A. Title: Public-Private-Partnership (PPP) Document Preparation Support
- B. Description: Provide assistance for the development of Public Private Partnership (PPP) procurement documents, including a Notice of Intent (NOI), Request for Qualifications (RFQ), and Request for Proposals (RFP), including performance, prescriptive, and regulatory specifications.
- C. Background:
 - i. The Owner and the USACE desire to enter into a Project Partnership Agreement (PPA) for construction of the Project under a Split Delivery PPP, and agree that a Split Delivery project implementation model is the preferred project implementation model.
 - ii. The Engineer has provided H&H modeling and detailed design services for the Project, and assistance from the Engineer is required to incorporate modeling and design information into the PPP procurement documents.

2. Services of Engineer

- A. Meetings and Coordination
 - i. Provide staff to attend meetings and workshops with Owner, USACE, and PMC to develop PPP procurement documents, including:
 1. A two (2) day kick-off meeting workshop with Owner/USACE/PMC.
 2. Bi-weekly Owner/PMC progress meetings.
 3. Draft and Final PPP procurement document review meetings.
- B. Preparation of Draft PPP Procurement Documents
 - i. Prepare and package H&H models for inclusion in the PPP procurement documents.
 - ii. Provide support services for preparation of other PPP procurement documents as requested by the Owner, which may include: Notice of Intent (NOI), Request for Qualifications (RFQ), and Request for Proposals (RFP), including performance, prescriptive, and regulatory specifications.
- C. Data Room Documentation Support
 - i. Provide descriptions of Engineer's completed technical bridge reach designs, including WP-02 (CR-31 Bridge and Channel), WP-04 (Reach 3 I-29 & CR 81 Bridges and Channel),

WP-07 (CR-32 and CR-22 Bridges and Channel), and WP-10A-11 (CR-20 Bridge and Channel).

- D. Deliverables include:
 - i. H&H model packages
 - ii. Project Descriptions
- E. Services Not Included:
 - i. This scope of work does not include preparation of new PPP bridging document designs.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
	August 13, 2015	March 31, 2016

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:
 - I. Compensation for services in Subtasks 2.A, 2.B, and 2.C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit C of the Agreement.
- B. Engineer will notify Owner when 80 percent of the budget is expended.
- C. Engineer 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. Engineer will not perform work beyond 100 percent of the budget without Owner's authorization by an amendment to this Task Order.

Subtask	Budget (\$)
2.A. Meetings and Coordination	50,000
2.B. Preparation of Draft PPP Procurement Documents	150,000
2.C. Data Room Documentation Support	50,000
TOTAL	250,000

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

- 6. Consultants: None
- 7. Other Modifications to Agreement: None
- 8. Attachments: None
- 9. Documents Incorporated By Reference: None

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

The Effective Date of this Task Order is August 13, 2015.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffrey J. Volk

Name

Signature _____ Date _____

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

Cass County Administrator

Title

925 10th Avenue East
West Fargo, ND 58078

Address

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

Address

cgthielman@houstoneng.com

E-Mail Address

berndtk@casscountynd.gov

E-Mail Address

(701) 237-5065

Phone

(701) 241-5720

Phone

Fax

(701) 297-6020

Fax

Change Order No. 02

Date of Issuance:	<u>08/13/2015</u>	Effective Date:	<u>08/13/2015</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42A.1/A.3</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>ICS, Inc.</u>	Contractor's Project No.:	<u>1114</u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42A.1/A.3</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>4th Street Pump Station and Gatewell and 2nd Street Floodwall South</u>

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

Description:

1. VARIOUS MODIFICATIONS

- a. Add one new plan sheet and replace 24 existing plan sheets with the Change Order 2 sheets dated 8/13/15 to accommodate changes to the design for water main location as requested by City of Fargo, storm water revisions, and other various design changes.
- b. Incorporate attached Change Order 2 Unit Price Schedule dated 8/13/15 into Contract Price to accommodate new quantities for items affected by the Change Order 2 drawings, plus the following new line items:
 - i. *0149, Plug Pipe 6" Dia*
 - ii. *0150, F&I Flared End Section 48" Dia Reinf Conc*
 - iii. *0151, Connect Water Service*
 - iv. *0152, F&I Pipe 1" Dia Copper*
 - v. *0153, F&I Pipe w/GB C900 DR 18 - 6" Dia PVC*
 - vi. *0154, Special Order Asbestos Fittings*

2. UNKNOWN STRUCTURES INVESTIGATION AND ABANDONMENT (WCD-02 AND WCD-03)

- a. Incorporate Work Change Directives 2 and 3 into Contract Price by adding line item *0155, Unknown Structures* as shown in attached Change Order 2 Unit Price Schedule dated 8/13/15.

3. CHANGE ORDER 1 FIELD CHANGES

- a. Add line item *0156, CO-01 Field Changes* as shown in attached Change Order 2 Unit Price Schedule dated 8/13/15 to accommodate additional work necessary to complete the scope authorized under Change Order 1 including:
 - i. 12" reinforced concrete pipe necessary to replace existing pipe which was found to be deficient upon excavation for the jack and bore operation.

- ii. Disconnection and reconnection of parking lot electrical outlet pedestals impacted by the warming house electrical service work.

4. OTHER REQUIREMENTS

- a. Add line item *0157, CO-02 Misc Requirements* as shown in attached Change Order 2 Unit Price Schedule dated 8/13/15 to accommodate additional work required on various components of the project:
 - i. City of Fargo requests to add spare electrical conduit per RFI-056 and provide additional traffic control striping on 4th Street.
 - ii. Archeological inspection after excavation of potentially significant artifacts discovered within the project limits.
 - iii. Disposal of unknown buried concrete debris excavated from within the project limits.
 - iv. Relocation of an unknown electrical service line discovered during excavation for ST-3.
 - v. Dewatering of ST-3 excavation after discovery of multiple unknown pipes carrying significant water.

5. EXTENSIONS TO CONTRACT TIMES

- a. Increase Contract Times by 3 days to accommodate delays caused by unusual weather in May 2015. Extension applies to all milestones, substantial completion, and final completion.
- b. Increase Contract Times by 14 days to accommodate delays caused by the mystery manhole. Extension applies to the milestones for the Fargo Highrise parking lot and 2nd Street Floodwall.
- c. Resulting changes to Contract Times are as follows:
 - i. Delete “2nd Street Floodwall North of 2nd Street” from Agreement paragraph 4.02.A.2 to clarify that floodwall construction is not part of the November 1, 2015 milestone for 2nd Street, but that completion for other 2nd Street construction items is still required by November 1, 2015.
 - ii. Add paragraph 4.02.A.2.a which reads “**2nd Street Floodwall North of 2nd Street: November 18, 2015**” to clarify that floodwall construction previously associated with the milestone in paragraph 4.02.A.2 is extended to accommodate weather and mystery manhole delays.
 - iii. Change date for completion of Fargo Highrise west parking lot in Agreement paragraph 4.02.A.3 from August 15, 2015 (as modified under Change Order 1) to **September 1, 2015**.
 - iv. Change date for completion of Fargo Highrise east parking lot in Agreement paragraph 4.02.A.4 from September 4, 2015 (as modified under Change Order 1) to **September 21, 2015**.
 - v. Change date for completion of pump station, yard piping, outfall gatewell, and levee modifications in Agreement paragraph 4.02.A.5 from November 13, 2015 to **November 16, 2015**.
 - vi. Change date for completion of demolition of existing pump stations in Agreement paragraph 4.02.A.6 from January 29, 2016 to **February 1, 2016**.
 - vii. Change date for completion of generator building and floodwall south of 2nd Street in Agreement paragraph 4.02.A.7 from September 5, 2016 to **September 8, 2016**.

viii. Change date for substantial completion in Agreement 4.02.B from September 5, 2016 to **September 8, 2016** and for readiness for final payment from November 11, 2016 to **November 14, 2016**.

Attachments:

- Change Order 2 Unit Price Schedule dated 8/13/15
- Change Order 2 drawings summary
- Change Order 2 drawings dated 8/13/15 (not included but incorporated by reference)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 17,361,616.35	Original Contract Times: Milestone 4.02.A.03: <u>July 31, 2015</u> Milestone 4.02.A.04: <u>August 20, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> : 268,555.24	[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> : Milestone 4.02.A.03: <u>15 days</u> Milestone 4.02.A.03: <u>15 days</u>
Contract Price prior to this Change Order: 17,630,171.59	Contract Times prior to this Change Order: Milestone 4.02.A.03: <u>August 15, 2015</u> Milestone 4.02.A.04: <u>September 4, 2015</u>
[Increase] [Decrease] of this Change Order: 176,462.97	[Increase] [Decrease] of this Change Order: All milestones: <u>3 days</u> Milestone 4.02.A.02.a: <u>14 additional days</u> Milestone 4.02.A.03: <u>14 additional days</u> Milestone 4.02.A.04: <u>14 additional days</u>
Contract Price incorporating this Change Order: 17,806,634.56	Contract Times with all approved Change Orders: Milestone 4.02.A.02: <u>November 1, 2015</u> Milestone 4.02.A.02.a: <u>November 18, 2015</u> Milestone 4.02.A.03: <u>September 1, 2015</u> Milestone 4.02.A.04: <u>September 21, 2015</u> Milestone 4.02.A.05: <u>November 16, 2015</u> Milestone 4.02.A.06: <u>February 1, 2016</u> Milestone 4.02.A.07: <u>September 8, 2016</u> Substantial Completion: <u>September 8, 2016</u> Readiness for Final Payment: <u>November 14, 2016</u>

<p>RECOMMENDED:</p> <p>By: _____ Owner's Representative (Authorized Signature)</p> <p>Title: <u>Construction Manager</u></p> <p>Date: <u>08/13/2015</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
---	---	--

WP-42A.1/A.3

4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 2 Unit Price Schedule

DATE: 8/13/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Mobilization	LS	1	\$ 350,000.00	\$ 350,000.00	0	\$ -	\$ -	1	\$ 350,000.00	\$ 350,000.00
0002	Remove Sanitary Sewer Manhole	EA	2	1,100	\$ 2,200.00	0	\$ -	\$ -	2	\$ 1,100.00	\$ 2,200.00
0003	F&I Pipe SDR 26 - 10" Dia PVC	LF	145	70	\$ 10,150.00	0	\$ -	\$ -	145	\$ 70.00	\$ 10,150.00
0004	Remove Sanitary Sewer Pipe All Sizes All Types	LF	140	11	\$ 1,540.00	0	\$ -	\$ -	140	\$ 11.00	\$ 1,540.00
0005	Rem & Repl Sanitary Sewer Casting - Floating Manhole	EA	1	800	\$ 800.00	0	\$ -	\$ -	1	\$ 800.00	\$ 800.00
0006	Sanitary Sewer Manhole	EA	2	4,500	\$ 9,000.00	0	\$ -	\$ -	2	\$ 4,500.00	\$ 9,000.00
0007	Sanitary Sewer Exterior Drop Manhole	EA	1	12,000	\$ 12,000.00	0	\$ -	\$ -	1	\$ 12,000.00	\$ 12,000.00
0008	F&I 5" Hydrant	EA	2	6,000	\$ 12,000.00	0	\$ -	\$ -	2	\$ 6,000.00	\$ 12,000.00
0009	Salvage Hydrant	EA	1	600	\$ 600.00	1	\$ -	\$ 600.00	2	\$ 600.00	\$ 1,200.00
0010	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	332	60	\$ 19,920.00	147	\$ -	\$ 8,820.00	479	\$ 60.00	\$ 28,740.00
0011	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	416	65	\$ 27,040.00	0	\$ -	\$ -	416	\$ 65.00	\$ 27,040.00
0012	Remove Water Main Pipe All Sizes All Types	LF	611	11	\$ 6,721.00	86	\$ -	\$ 946.00	697	\$ 11.00	\$ 7,667.00
0013	F&I Gate Valve 6" Dia	EA	4	2,200	\$ 8,800.00	1	\$ -	\$ 2,200.00	5	\$ 2,200.00	\$ 11,000.00
0014	F&I Gate Valve 10" Dia	EA	3	4,000	\$ 12,000.00	0	\$ -	\$ -	3	\$ 4,000.00	\$ 12,000.00
0015	Watermain Fittings	LBS	3,727	12	\$ 44,724.00	430	\$ -	\$ 5,160.00	4,157	\$ 12.00	\$ 49,884.00
0016	F&I Overflow Structure	EA	1	18,000	\$ 18,000.00	0	\$ -	\$ -	1	\$ 18,000.00	\$ 18,000.00
0017	F&I Manhole 4' Dia Reinf Conc	EA	3	5,000	\$ 15,000.00	0	\$ -	\$ -	3	\$ 5,000.00	\$ 15,000.00
0018	F&I Manhole 5' Dia Reinf Conc	EA	1	5,000	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00
0019	F&I Manhole 6' Dia Reinf Conc	EA	2	20,000	\$ 40,000.00	0	\$ -	\$ -	2	\$ 20,000.00	\$ 40,000.00
0020	F&I Manhole 7' Dia Reinf Conc	EA	3	22,000	\$ 66,000.00	0	\$ -	\$ -	3	\$ 22,000.00	\$ 66,000.00
0021	F&I Manhole Type E Reinf Conc	EA	2	70,000	\$ 140,000.00	0	\$ -	\$ -	2	\$ 70,000.00	\$ 140,000.00
0022	F&I Manhole Type E Reinf Conc (ST-4)	EA	1	250,000	\$ 250,000.00	0	\$ -	\$ -	1	\$ 250,000.00	\$ 250,000.00
0023	F&I Manhole Type E Reinf Conc (ST-3)	EA	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0024	F&I Manhole Type E Reinf Conc (ST-2)	EA	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0025	F&I Manhole Type E Reinf Conc (ST-1)	EA	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0026	Remove Storm Sewer Manhole	EA	5	600	\$ 3,000.00	0	\$ -	\$ -	5	\$ 600.00	\$ 3,000.00
0027	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2	5,000	\$ 10,000.00	(1)	\$ -	\$ (5,000.00)	1	\$ 5,000.00	\$ 5,000.00

WP-42A.1/A.3

4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 2 Unit Price Schedule

DATE: 8/13/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0028	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	15,000	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0029	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1	5,000	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00
0030	F&I Inlet - Double Box (DBI) Reinf Conc	EA	1	7,000	\$ 7,000.00	0	\$ -	\$ -	1	\$ 7,000.00	\$ 7,000.00
0031	F&I Inlet - Special (SPI) Reinf Conc	EA	2	2,000	\$ 4,000.00	0	\$ -	\$ -	2	\$ 2,000.00	\$ 4,000.00
0032	Riprap (Outlet)	CY	410	125	\$ 51,250.00	0	\$ -	\$ -	410	\$ 125.00	\$ 51,250.00
0033	Box Culvert End Section with Grate	EA	1	25,000	\$ 25,000.00	0	\$ -	\$ -	1	\$ 25,000.00	\$ 25,000.00
0034	PLUG PIPE 33" DIA.	EA	1	1,500	\$ 1,500.00	0	\$ -	\$ -	1	\$ 1,500.00	\$ 1,500.00
0035	PLUG PIPE 72" DIA.	EA	1	3,300	\$ 3,300.00	0	\$ -	\$ -	1	\$ 3,300.00	\$ 3,300.00
0036	PLUG PIPE 78" DIA.	EA	2	4,500	\$ 9,000.00	0	\$ -	\$ -	2	\$ 4,500.00	\$ 9,000.00
0037	F&I Pipe 18" Dia Reinf Conc	LF	291	95	\$ 27,645.00	0	\$ -	\$ -	291	\$ 95.00	\$ 27,645.00
0038	F&I Pipe 24" Dia Reinf Conc	LF	86	120	\$ 10,320.00	0	\$ -	\$ -	86	\$ 120.00	\$ 10,320.00
0039	F&I Pipe 30" Dia Reinf Conc	LF	137	220	\$ 30,140.00	0	\$ -	\$ -	137	\$ 220.00	\$ 30,140.00
0040	F&I Pipe 36" Dia Reinf Conc	LF	8	250	\$ 2,000.00	0	\$ -	\$ -	8	\$ 250.00	\$ 2,000.00
0041	F&I Pipe 48" Dia Reinf Conc	LF	79	300	\$ 23,700.00	0	\$ -	\$ -	79	\$ 300.00	\$ 23,700.00
0042	F&I Pipe 54" Dia Reinf Conc	LF	79	800	\$ 63,200.00	0	\$ -	\$ -	79	\$ 800.00	\$ 63,200.00
0043	F&I Pipe 72" Dia Reinf Conc	LF	51	900	\$ 45,900.00	0	\$ -	\$ -	51	\$ 900.00	\$ 45,900.00
0044	F&I Pipe 12" Dia PVC	LF	99	120	\$ 11,880.00	0	\$ -	\$ -	99	\$ 120.00	\$ 11,880.00
0045	Remove Storm Sewer Pipe All Sizes All Types	LF	2,788	85	\$ 236,980.00	0	\$ -	\$ -	2,788	\$ 85.00	\$ 236,980.00
0046	30" Flapgate	EA	-	25,000	\$ -	0	\$ -	\$ -	-	\$ 25,000.00	\$ -
0047	54" Flapgate	EA	1	30,000	\$ 30,000.00	0	\$ -	\$ -	1	\$ 30,000.00	\$ 30,000.00
0048	F&I Pipe w/GB 30" Dia Reinf Conc	LF	240	1,100	\$ 264,000.00	0	\$ -	\$ -	240	\$ 1,100.00	\$ 264,000.00
0049	F&I Pipe w/GB 36" Dia Reinf Conc	LF	88	1,200	\$ 105,600.00	0	\$ -	\$ -	88	\$ 1,200.00	\$ 105,600.00
0050	F&I Pipe w/GB 54" Dia Reinf Conc	LF	19	2,000	\$ 38,000.00	0	\$ -	\$ -	19	\$ 2,000.00	\$ 38,000.00
0051	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 1' to 10'	LF	495	1,500	\$ 742,500.00	0	\$ -	\$ -	495	\$ 1,500.00	\$ 742,500.00
0052	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 10' to 31'	LF	128	2,800	\$ 358,400.00	0	\$ -	\$ -	128	\$ 2,800.00	\$ 358,400.00
0053	F&I Box Culvert 8'x5' Wide Reinf Conc Precast	LF	186	1,300	\$ 241,800.00	0	\$ -	\$ -	186	\$ 1,300.00	\$ 241,800.00
0054	Remove Pavement All Thicknesses All Types	SY	8,226	10	\$ 82,260.00	0	\$ -	\$ -	8,226	\$ 10.00	\$ 82,260.00

WP-42A.1/A.3

4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 2 Unit Price Schedule

DATE: 8/13/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0055	Subgrade Preparation	SY	10,496	5	\$ 47,232.00	0	\$ -	\$ -	10,496	\$ 4.50	\$ 47,232.00
0056	F&I Woven Geotextile	SY	10,496	3	\$ 26,240.00	0	\$ -	\$ -	10,496	\$ 2.50	\$ 26,240.00
0057	F&I Class 5 Agg - 6" Thick	SY	5,578	10	\$ 55,780.00	0	\$ -	\$ -	5,578	\$ 10.00	\$ 55,780.00
0058	F&I Class 5 Agg - 7" Thick	SY	2,294	12	\$ 27,528.00	(82)	\$ -	\$ (984.00)	2,212	\$ 12.00	\$ 26,544.00
0059	F&I Class 5 Agg - 8" Thick	SY	733	13	\$ 9,529.00	0	\$ -	\$ -	733	\$ 13.00	\$ 9,529.00
0060	F&I Class 5 Agg - 12" Thick	SY	1,891	20	\$ 37,820.00	82	\$ -	\$ 1,640.00	1,973	\$ 20.00	\$ 39,460.00
0061	F&I Crushed Conc - 6" Thick	SY	120	13	\$ 1,560.00	0	\$ -	\$ -	120	\$ 13.00	\$ 1,560.00
0062	F&I Curb & Gutter Standard (Type II)	LF	2,030	40	\$ 81,200.00	0	\$ -	\$ -	2,030	\$ 40.00	\$ 81,200.00
0063	Remove Curb & Gutter	LF	1,924	10	\$ 19,240.00	0	\$ -	\$ -	1,924	\$ 10.00	\$ 19,240.00
0064	F&I Pavement 6" Thick Reinf Conc	SY	3,744	66	\$ 247,104.00	0	\$ -	\$ -	3,744	\$ 66.00	\$ 247,104.00
0065	F&I Pavement 7" Thick Reinf Conc	SY	1,484	75	\$ 111,300.00	0	\$ -	\$ -	1,484	\$ 75.00	\$ 111,300.00
0066	F&I Pavement 9" Thick Doweled Conc	SY	1,437	90	\$ 129,330.00	82	\$ -	\$ 7,380.00	1,519	\$ 90.00	\$ 136,710.00
0067	F&I Sidewalk 4" Thick Reinf Conc	SY	1,401	60	\$ 84,060.00	0	\$ -	\$ -	1,401	\$ 60.00	\$ 84,060.00
0068	Remove Sidewalk All Thicknesses All Types	SY	1,112	15	\$ 16,680.00	0	\$ -	\$ -	1,112	\$ 15.00	\$ 16,680.00
0069	Temp Construction Entrance	EA	4	1,700	\$ 6,800.00	0	\$ -	\$ -	4	\$ 1,700.00	\$ 6,800.00
0070	Traffic Control - Type 1	LS	1	26,000	\$ 26,000.00	0	\$ -	\$ -	1	\$ 26,000.00	\$ 26,000.00
0071	F&I Aggregate for Asph Pavement Class 29	TON	962	80	\$ 76,960.00	(32)	\$ -	\$ (2,560.00)	930	\$ 80.00	\$ 74,400.00
0072	F&I Asphalt Cement PG 58-28	GAL	13,840	4	\$ 55,360.00	(455)	\$ -	\$ (1,820.00)	13,385	\$ 4.00	\$ 53,540.00
0073	F&I Impressioned 4" Thick Reinf Conc	SY	72	220	\$ 15,840.00	0	\$ -	\$ -	72	\$ 220.00	\$ 15,840.00
0074	F&I Det Warn Panels Cast Iron	SF	109	70	\$ 7,630.00	0	\$ -	\$ -	109	\$ 70.00	\$ 7,630.00
0075	F&I Sign Assembly	EA	18	220	\$ 3,960.00	0	\$ -	\$ -	18	\$ 220.00	\$ 3,960.00
0076	Relocate Sign Assembly	EA	13	220	\$ 2,860.00	0	\$ -	\$ -	13	\$ 220.00	\$ 2,860.00
0077	F&I Engineering Grade	SF	23	30	\$ 690.00	0	\$ -	\$ -	23	\$ 30.00	\$ 690.00
0078	F&I Diamond Grade Cubed	SF	6	40	\$ 252.00	0	\$ -	\$ -	6	\$ 40.00	\$ 252.00
0079	F&I High Intensity Prismatic	SF	28	35	\$ 966.00	0	\$ -	\$ -	28	\$ 35.00	\$ 966.00
0080	F&I Flexible Delineator	EA	2	130	\$ 260.00	0	\$ -	\$ -	2	\$ 130.00	\$ 260.00
0081	F&I Grooved Plastic Film Message	SF	80	50	\$ 4,000.00	0	\$ -	\$ -	80	\$ 50.00	\$ 4,000.00

WP-42A.1/A.3

4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 2 Unit Price Schedule

DATE: 8/13/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0082	F&I Grooved Plastic Film 4" Wide	LF	1,485	10	\$ 14,850.00	0	\$ -	\$ -	1,485	\$ 10.00	\$ 14,850.00
0083	F&I Grooved Plastic Film 24" Wide	LF	72	40	\$ 2,880.00	0	\$ -	\$ -	72	\$ 40.00	\$ 2,880.00
0084	Paint Epoxy Message	SF	32	20	\$ 640.00	0	\$ -	\$ -	32	\$ 20.00	\$ 640.00
0085	Paint Epoxy Line 4" Wide	LF	3,244	6	\$ 19,464.00	0	\$ -	\$ -	3,244	\$ 6.00	\$ 19,464.00
0086	Paint Epoxy Line 8" Wide	LF	234	10	\$ 2,340.00	0	\$ -	\$ -	234	\$ 10.00	\$ 2,340.00
0087	Paint Epoxy Line 24" Wide	LF	-	20	\$ -	0	\$ -	\$ -	-	\$ 20.00	\$ -
0088	Obliterate Pavement Markings	SF	182	35	\$ 6,370.00	0	\$ -	\$ -	182	\$ 35.00	\$ 6,370.00
0089	Temp Fence - Safety	LF	2,167	6	\$ 13,002.00	0	\$ -	\$ -	2,167	\$ 6.00	\$ 13,002.00
0090	Remove Fence	LF	202	27	\$ 5,454.00	0	\$ -	\$ -	202	\$ 27.00	\$ 5,454.00
0091	Temp Pumping	LS	1	95,000	\$ 95,000.00	0	\$ -	\$ -	1	\$ 95,000.00	\$ 95,000.00
0092	Clear & Grub	LS	1	15,000	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0093	Remove Tree	EA	19	600	\$ 11,400.00	0	\$ -	\$ -	19	\$ 600.00	\$ 11,400.00
0094	Silt Fence - Standard	LF	784	4	\$ 3,136.00	0	\$ -	\$ -	784	\$ 4.00	\$ 3,136.00
0095	Floating Silt Fence	LF	93	30	\$ 2,790.00	0	\$ -	\$ -	93	\$ 30.00	\$ 2,790.00
0096	Sediment Control Log 6" to 8" Dia	LF	1,130	3	\$ 3,390.00	0	\$ -	\$ -	1,130	\$ 3.00	\$ 3,390.00
0097	Inlet Protection - New Inlet	EA	7	300	\$ 2,100.00	0	\$ -	\$ -	7	\$ 300.00	\$ 2,100.00
0098	Inlet Protection - Existing Inlet	EA	9	200	\$ 1,800.00	0	\$ -	\$ -	9	\$ 200.00	\$ 1,800.00
0099	Salvage Signal Standard	EA	1	300	\$ 300.00	0	\$ -	\$ -	1	\$ 300.00	\$ 300.00
0100	Lighting System	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0101	Propane Tanks Remove and Replace	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0102	Replace Unsalvagable Bollards	EA	40	1,000	\$ 40,000.00	0	\$ -	\$ -	40	\$ 1,000.00	\$ 40,000.00
0103	Revise Flashing Beacon System	LS	1	15,000	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0104	Revise Traffic Control System	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0105	F&I Bus Shelter	EA	1	30,000	\$ 30,000.00	0	\$ -	\$ -	1	\$ 30,000.00	\$ 30,000.00
0106	F&I Sheet Piling - Steel	SF	168	65	\$ 10,920.00	0	\$ -	\$ -	168	\$ 65.00	\$ 10,920.00
0107	Topsoil - Strip	CY	5,706	5	\$ 28,530.00	164	\$ -	\$ 820.00	5,870	\$ 5.00	\$ 29,350.00
0108	Topsoil - Spread	CY	2,702	5	\$ 13,510.00	82	\$ -	\$ 410.00	2,784	\$ 5.00	\$ 13,920.00

WP-42A.1/A.3

4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 2 Unit Price Schedule

DATE: 8/13/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0109	Embankment	CY	44,800	13	\$ 582,400.00	217	\$ -	\$ 2,821.00	45,017	\$ 13.00	\$ 585,221.00
0110	Embankment Import	CY	8,400	22	\$ 184,800.00	217	\$ -	\$ 4,774.00	8,617	\$ 22.00	\$ 189,574.00
0111	Excavation	CY	36,400	9	\$ 327,600.00	0	\$ -	\$ -	36,400	\$ 9.00	\$ 327,600.00
0112	Grading North of 2nd St S and West of 4th St S	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0113	Mulching Type 1 - Hydro	SY	16,703	1	\$ 8,351.50	0	\$ -	\$ -	16,703	\$ 0.50	\$ 8,351.50
0114	Seeding Type B	SY	16,703	0	\$ 5,846.05	0	\$ -	\$ -	16,703	\$ 0.35	\$ 5,846.05
0115	Overseeding	SY	33,405	0	\$ 8,351.25	0	\$ -	\$ -	33,405	\$ 0.25	\$ 8,351.25
0116	Weed Control Type B	SY	16,703	0	\$ 2,505.45	0	\$ -	\$ -	16,703	\$ 0.15	\$ 2,505.45
0117	Removable Floodwall	LS	1	120,000	\$ 120,000.00	0	\$ -	\$ -	1	\$ 120,000.00	\$ 120,000.00
0118	F&I Floodwall Reinf Bars - Steel	LB	63,445	1	\$ 69,789.50	0	\$ -	\$ -	63,445	\$ 1.10	\$ 69,789.50
0119	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	59,852	1	\$ 77,807.60	0	\$ -	\$ -	59,852	\$ 1.30	\$ 77,807.60
0120	F&I Floodwall - Structural Conc	CY	828	1,100	\$ 910,800.00	0	\$ -	\$ -	828	\$ 1,100.00	\$ 910,800.00
0121	F&I Floodwall - Misc.	LS	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0122	Demolition Pump Stations, Storm Sewers, Force Mains	LS	1	\$ 110,000.00	\$ 110,000.00	0	\$ -	\$ -	1	\$ 110,000.00	\$ 110,000.00
0123	Force Mains and Sump Pump Discharge	LS	1	\$ 600,000.00	\$ 600,000.00	0	\$ -	\$ -	1	\$ 600,000.00	\$ 600,000.00
0124	Pump Station - Structural and Architectural	LS	1	\$ 2,700,000.00	\$ 2,700,000.00	0	\$ -	\$ -	1	\$ 2,700,000.00	\$ 2,700,000.00
0125	Stormwater Pumps and Motors	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	0	\$ -	\$ -	1	\$ 1,200,000.00	\$ 1,200,000.00
0126	Sump Pumps	LS	1	\$ 60,000.00	\$ 60,000.00	0	\$ -	\$ -	1	\$ 60,000.00	\$ 60,000.00
0127	Trash Racks and Miscellaneous Metals	LS	1	\$ 320,000.00	\$ 320,000.00	0	\$ -	\$ -	1	\$ 320,000.00	\$ 320,000.00
0128	Sluice Gates and Wall Thimbles	LS	1	\$ 250,000.00	\$ 250,000.00	0	\$ -	\$ -	1	\$ 250,000.00	\$ 250,000.00
0129	Generator Building - Structural and Architectural	LS	1	\$ 550,000.00	\$ 550,000.00	0	\$ -	\$ -	1	\$ 550,000.00	\$ 550,000.00
0130	Gatewell Structural	LS	1	\$ 870,000.00	\$ 870,000.00	0	\$ -	\$ -	1	\$ 870,000.00	\$ 870,000.00
0131	Gatewell - Miscellaneous Metals	LS	1	\$ 100,000.00	\$ 100,000.00	0	\$ -	\$ -	1	\$ 100,000.00	\$ 100,000.00
0132	Sheetpiling (Pump Station)	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	0	\$ -	\$ -	1	\$ 1,200,000.00	\$ 1,200,000.00
0133	Health and Safety	LS	1	\$ 165,000.00	\$ 165,000.00	0	\$ -	\$ -	1	\$ 165,000.00	\$ 165,000.00
0134	Diesel Generator	LS	1	\$ 385,000.00	\$ 385,000.00	0	\$ -	\$ -	1	\$ 385,000.00	\$ 385,000.00
0135	Switchboard SWBDA, Motor Control Center MCLA, Automatic Transfer Switch, Panel HP1	LS	1	\$ 280,000.00	\$ 280,000.00	0	\$ -	\$ -	1	\$ 280,000.00	\$ 280,000.00

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 2 Unit Price Schedule
 DATE: 8/13/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0136	Electrical-Interior	LS	1	\$ 105,000.00	\$ 105,000.00	0	\$ -	\$ -	1	\$ 105,000.00	\$ 105,000.00
0137	Electrical- Exterior	LS	1	\$ 155,000.00	\$ 155,000.00	0	\$ -	\$ -	1	\$ 155,000.00	\$ 155,000.00
0138	Instrumentation and Controls	LS	1	\$ 25,000.00	\$ 25,000.00	0	\$ -	\$ -	1	\$ 25,000.00	\$ 25,000.00
0139	Programming	LS	1	\$ 4,300.00	\$ 4,300.00	0	\$ -	\$ -	1	\$ 4,300.00	\$ 4,300.00
0140	HVAC – General	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0141	Plumbing General	LS	1	\$ 9,570.00	\$ 9,570.00	0	\$ -	\$ -	1	\$ 9,570.00	\$ 9,570.00
0142	Generator Accessories, Fuel Storage and Fuel System	LS	1	\$ 156,200.00	\$ 156,200.00	0	\$ -	\$ -	1	\$ 156,200.00	\$ 156,200.00
0143	Plug Pipe 30" Dia.	EA	1	\$ 860.00	\$ 860.00	0	\$ -	\$ -	1	\$ 860.00	\$ 860.00
0144	F&I Curb & Gutter Standard (Type I)	LF	281	\$ 43.00	\$ 12,083.00	0	\$ -	\$ -	281	\$ 43.00	\$ 12,083.00
0145	F&I Grooved Plastic Film 8" Wide	LF	224	\$ 13.00	\$ 2,912.00	0	\$ -	\$ -	224	\$ 13.00	\$ 2,912.00
0146	F&I Pipe 15" Dia Reinf Conc	LF	81	\$ 82.31	\$ 6,667.11	(63)	\$ -	\$ (5,185.53)	18	\$ 82.31	\$ 1,481.58
0147	Warming House Electrical Service	LS	1	\$ 49,834.89	\$ 49,834.89	0	\$ -	\$ -	1	\$ 49,834.89	\$ 49,834.89
0148	Bore 36" Pipe	LS	1	\$ 80,566.24	\$ 80,566.24	0	\$ -	\$ -	1	\$ 80,566.24	\$ 80,566.24
0149	Plug Pipe 6" Dia	EA	-	\$ -	\$ -	3	\$ 439.69	\$ 1,319.07	3	\$ 439.69	\$ 1,319.07
0150	F&I Flared End Section 48" Dia Reinf Conc	EA	-	\$ -	\$ -	1	\$ 5,119.28	\$ 5,119.28	1	\$ 5,119.28	\$ 5,119.28
0151	Connect Water Service	EA	-	\$ -	\$ -	2	\$ 2,643.38	\$ 5,286.76	2	\$ 2,643.38	\$ 5,286.76
0152	F&I Pipe 1" Dia Copper	LF	-	\$ -	\$ -	124	\$ 49.35	\$ 6,119.40	124	\$ 49.35	\$ 6,119.40
0153	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	-	\$ -	\$ -	80	\$ 193.20	\$ 15,456.00	80	\$ 193.20	\$ 15,456.00
0154	Special Order Asbestos Fittings	EA	-	\$ -	\$ -	1	\$ 5,484.57	\$ 5,484.57	1	\$ 5,484.57	\$ 5,484.57
0155	Unknown Structures	LS	-	\$ -	\$ -	1	\$ 87,262.68	\$ 87,262.68	1	\$ 87,262.68	\$ 87,262.68
0156	CO-01 Field Changes	LS	-	\$ -	\$ -	1	\$ 14,998.89	\$ 14,998.89	1	\$ 14,998.89	\$ 14,998.89
0157	CO-02 Misc Requirements	LS	-	\$ -	\$ -	1	\$ 15,394.85	\$ 15,394.85	1	\$ 15,394.85	\$ 15,394.85
42A.1/A.3 - TOTAL AMOUNT			CURRENT BUDGET		\$ 17,630,171.59	NET CHANGE		\$ 176,462.97	NEW BUDGET		\$ 17,806,634.56

CHANGE ORDER NO. 2

4th Street Pump Station and Gatewell, 2nd Street Floodwall South

Work Package 42A.1/A.3

August 13, 2015

SUMMARY OF DRAWINGS CHANGES

1. Replace sheet X-040-1 with attached CO #2 sheet X-040-1: Changes include added watermain removal, added abandon watermain, removing an existing hydrant and valve, and plugging existing watermain pipe in multiple locations.
2. Replace sheet X-040-2 with attached CO #2 sheet X-040-2: Changes include added watermain removal, added abandon watermain, removing an existing hydrant and valve, and plugging existing watermain pipe in multiple locations.
3. Replace sheet C-004-1 with attached CO#2 sheet C-004-1: Changes include the addition of proposed watermain crossing 2nd St South, and the addition of the 1" Copper water service to the existing Sanitary Sewer lift station. Removed ST-3.2, and pipe connecting ST-3.1 to ST-3.2. Adjusted the concrete and bituminous paving line approximately 20 LF to the west.
4. Replace sheet C-050-1 with attached CO#2 sheet C-050-1: Changes include updated Rim elevations for ST-3.1. Removed structure ST-3.2. Removed 62.47 LF of 15" RCP pipe.
5. Replace sheet C-055-1 with attached CO#2 sheet C-055-1: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting ST-3.1 to ST-3.2. ST-3.1 Rim adjusted. Removed watermain pipe adjusted.
6. Replace sheet C-055-2 with attached CO#2 sheet C-055-2: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting ST-3.1 to ST-3.2. ST-3.1 Rim adjusted. Removed watermain pipe adjusted.
7. Added sheet C-055-2A to show existing structure abandonment.
8. Replace sheet C-055-3 with attached CO#2 sheet C-055-3: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting ST-3.1 to ST-3.2. ST-3.1 Rim adjusted. Removed watermain pipe adjusted.
9. Replace sheet C-055-4 with attached CO#2 sheet C-055-4: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting ST-3.1 to ST-3.2. Removed watermain pipe adjusted.
10. Replace sheet C-055-5 with attached CO#2 sheet C-055-5: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting S- 3.1 to ST-3.2. The watermain profile was adjusted to stay 7.5' bury depth. ST-3.1 Rim adjusted. Removed watermain pipe adjusted.
11. Replace sheet C-055-6 with attached CO#2 sheet C-055-6: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting ST-3.1 to ST-3.2. Removed watermain pipe adjusted.

12. Replace sheet C-055-7 with attached CO#2 sheet C-055-7: Changes include adjusting the proposed watermain alignment, and adding the 1" Copper service to the existing Sanitary Sewer lift station. Removed ST-3.2 and pipe connecting ST-3.1 to ST-3.2. ST-3.1 Rim adjusted.
13. Replace sheet C-055-8 with attached CO#1 sheet C-055-8: Changes include removing ST-3.2 and pipe connecting ST 3.1 to 3.2. The grading around the Generator building and Pump Station was adjusted. Contour lines around the concrete slab were adjusted. ST-3.1 Rim adjusted.
14. Replace sheet C-060-1 with attached CO#2 sheet C-060-1: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Removed watermain pipe adjusted. Proposed watermain alignment updated. Adjusted the concrete and bituminous paving line approximately 20 LF to the west.
15. Replace sheet C-060-2 with attached CO#2 sheet C-060-2: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Removed watermain pipe adjusted. Proposed watermain alignment updated. Adjusted the concrete and bituminous paving line approximately 20 LF to the west.
16. Replace sheet C-070-1 with attached CO#2 sheet C-070-1: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Removed watermain pipe adjusted. Proposed watermain alignment updated. Grading south of 2nd St s adjusted.
17. Replace sheet C-070-2 with attached CO#2 sheet C-070-2: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Proposed watermain alignment updated. Grading south of 2nd St s adjusted.
18. Replace sheet C-075-1 with attached CO#2 sheet C-075-1: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Grading south of 2nd St s adjusted.
19. Replace sheet C-075-2 with attached CO#2 sheet C-075-2: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Grading south of 2nd St s adjusted.
20. Replace sheet C-075-3 with attached CO#2 sheet C-075-3: Changes include the removal of ST-3.2, and the pipe connecting ST-3.1 to ST-3.2. Grading south of 2nd St s adjusted.
21. Replace sheet C-200-6 with attached CO#2 sheet C-200-6: Changes include revised cross section.
22. Replace sheet C-200-7 with attached CO#2 sheet C-200-7: Changed include revised cross section.
23. Replace sheet C-200-8 with attached CO#2 sheet C-200-8: Changes include revised cross section.
24. Replace sheet C-200-9 with attached CO#2 sheet C-200-9: Changes include revised cross section.
25. Replace sheet C-200-10 with attached CO#2 sheet C-200-10: Changes include revised cross section.

Change Order No. 03

Date of Issuance:	<u>08/13/2015</u>	Effective Date:	<u>08/13/2015</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42A.2</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>Industrial Builders, Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42A.2</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>2nd Street/Downtown – In-Town Levees, 2nd Street N Pump Station, Fargo ND</u>

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

Description:

1. BACKFILL BELOW ELEVATION 882'
 - a. Incorporate Work Change Directive 3 into Contract Price by adding line item 0027, *Backfill Below 882'* as shown in attached Change Order 3 Unit Price Schedule dated 8/13/15. Lump Sum price includes both the work to perform the backfill as directed by the WCD, and Contractor stand by costs while awaiting final approved technical direction.
 - b. Increase Contract Times by 13 days to accommodate Work Change Directive 2. Time extension includes both the work to perform the backfill as directed by the WCD, and Contractor stand by while awaiting final approved technical direction.
2. BACKFILL ABOVE ELEVATION 882'
 - a. Increase Contract Price to accommodate a change in backfill design above elevation 882' by adding new line item 0028, *Backfill Above 882'* as shown in attached Change Order 3 Unit Price Schedule dated 8/13/15.
 - b. Increase Contract Times by 3 days to accommodate required backfill work above elevation 882.
3. ELECTRIC UNIT HEATER
 - a. Increase Contract Price to accommodate changes resulting from RFI-029A by adding new line item 0029, *Electric Unit Heater (RFI-029A)* as shown in attached Change Order 3 Unit Price Schedule dated 8/13/15.
4. LOUVERS
 - a. Increase Contract Price to accommodate changes resulting from RFI-043 by adding new line item 0030, *Louvers (RFI-043)* as shown in attached Change Order 3 Unit Price Schedule dated 8/13/15.

Attachments:

- Change Order 3 Unit Price Schedule dated 8/13/15

- Reference information
 - Work Change Directive 2 (not included but incorporated by reference)
 - Technical requirements for backfill above 882'
 - RFI-029A (not included but incorporated by reference)
 - RFI-043 (not included but incorporated by reference)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>	
Original Contract Price: 8,069,000.00	Original Contract Times: Substantial Completion: <u>November 30, 2015</u> Ready for Final Payment: <u>January 31, 2016</u> days or dates	
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> and <u>02</u> : 134,317.00	[Increase] [Decrease] from previously approved Change Orders No. <u>00</u> : Substantial Completion: _____ Ready for Final Payment: _____ days or dates	
Contract Price prior to this Change Order: 8,203,317.00	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2015</u> Ready for Final Payment: <u>January 31, 2016</u> days or dates	
[Increase] [Decrease] of this Change Order: 225,056.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>16 days</u> Ready for Final Payment: <u>16 days</u> days or dates	
Contract Price incorporating this Change Order: 8,428,373.00	Contract Times with all approved Change Orders: Substantial Completion: <u>December 16, 2015</u> Ready for Final Payment: <u>February 16, 2016</u> days or dates	
RECOMMENDED:	ACCEPTED:	
By: _____ Owner's Representative (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Construction Manager</u>	Title: _____	Title: _____
Date: <u>08/13/2015</u>	Date: _____	Date: _____

WP-42A.2
2nd Street N Pump Station

Change Order 3 Unit Price Schedule
 DATE: 8/13/2015



WP-42A.2 - 2nd Street N Pump Station											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Mobilization	LS	1	400,200.00	\$ 400,200.00				1	400,200.00	\$ 400,200.00
0002	Demolition – Pavement Removal, Miscellaneous	LS	1	20,000.00	\$ 20,000.00				1	20,000.00	\$ 20,000.00
0003	Site Civil	LS	1	500.00	\$ 500.00				1	500.00	\$ 500.00
0004	Erosion and Sediment Control	LS	1	8,000.00	\$ 8,000.00				1	8,000.00	\$ 8,000.00
0005	Traffic Control	LS	1	116,920.00	\$ 116,920.00				1	116,920.00	\$ 116,920.00
0006	Fencing	LF	800	25.00	\$ 20,000.00				800	25.00	\$ 20,000.00
0007	Pump Station – Structural and Architectural	LS	1	3,645,000.00	\$ 3,645,000.00				1	3,645,000.00	\$ 3,645,000.00
0008	Stormwater Pumps and Motors	LS	1	1,300,000.00	\$ 1,300,000.00				1	1,300,000.00	\$ 1,300,000.00
0009	Sump Pumps	LS	1	90,000.00	\$ 90,000.00				1	90,000.00	\$ 90,000.00
0010	Trash Racks and Miscellaneous Metals	LS	1	350,000.00	\$ 350,000.00				1	350,000.00	\$ 350,000.00
0011	Sluice Gates and Wall Thimbles	LS	1	200,000.00	\$ 200,000.00				1	200,000.00	\$ 200,000.00
0012	F&I Floodwall Reinforced Bars - Steel	LB	13,000	2.30	\$ 29,900.00				13,000	2.30	\$ 29,900.00
0013	F&I Floodwall Reinforced Bars - Epoxy Coated Steel	LB	12,000	1.80	\$ 21,600.00				12,000	1.80	\$ 21,600.00
0014	F&I Floodwall - Structural Concrete	CY	165	1,200.00	\$ 198,000.00				165	1,200.00	\$ 198,000.00
0015	F&I Floodwall – Misc.	LS	1	50,000.00	\$ 50,000.00				1	50,000.00	\$ 50,000.00
0016	Sheetpiling	LS	1	1,125,000.00	\$ 1,125,000.00				1	1,125,000.00	\$ 1,125,000.00
0017	Switchboard SWBDA, Motor Control Center MCCA, Automatic Transfer Switch, Panel LP1	LS	1	128,000.00	\$ 128,000.00				1	128,000.00	\$ 128,000.00
0018	Electrical-Interior	LS	1	156,000.00	\$ 156,000.00				1	156,000.00	\$ 156,000.00
0019	Electrical-Exterior	LS	1	27,000.00	\$ 27,000.00				1	27,000.00	\$ 27,000.00
0020	Instrumentation and Controls	LS	1	99,000.00	\$ 99,000.00				1	99,000.00	\$ 99,000.00
0021	Programming	LS	1	5,500.00	\$ 5,500.00				1	5,500.00	\$ 5,500.00
0022	HVAC – General	LS	1	90,000.00	\$ 90,000.00				1	90,000.00	\$ 90,000.00

WP-42A.2 - 2nd Street N Pump Station											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0023	Plumbing General	LS	1	5,300.00	\$ 5,300.00				1	5,300.00	\$ 5,300.00
0024	Health and Safety	LS	1	50,000.00	\$ 50,000.00				1	50,000.00	\$ 50,000.00
0025	Remove Subsurface Concrete Structure	LS	1	7,397.00	\$ 7,397.00				1	7,397.00	\$ 7,397.00
0026	Hazardous Fill Removal and Disposal - T&M, Not to Exceed	LS	1	60,000.00	\$ 60,000.00				1	60,000.00	\$ 60,000.00
0027	Backfill Below 882'	LS	-	\$ -	\$ -	1	158,293.32	\$ 158,293.32	1	158,293.32	\$ 158,293.32
0028	Backfill Above 882'	LS	-	\$ -	\$ -	1	61,324.68	\$ 61,324.68	1	61,324.68	\$ 61,324.68
0029	Electric Unit Heater (RFI-029A)	LS	-	\$ -	\$ -	1	1,472.00	\$ 1,472.00	1	1,472.00	\$ 1,472.00
0030	Louvers (RFI-043)	LS	-	\$ -	\$ -	1	3,966.00	\$ 3,966.00	1	3,966.00	\$ 3,966.00
WP-42A.2 - TOTAL AMOUNT			CURRENT BUDGET		\$ 8,203,317.00	NET CHANGE		\$ 225,056.00	NEW BUDGET		\$ 8,428,373.00

DRAFT

WP-42A.2 – 2nd Street North Pump Station
Backfill Requirements Above Elevation 882'

BACKGROUND

Impervious backfill material is required under the floodwall. Therefore, the originally contracted engineered fill must be changed. Direction for backfill from bottom of excavation to elevation 882' was given in Work Change Directive 3. The following requirements and procedures apply for backfill from elevation 882' to grade. These requirements will be directed through approval of Change Order 3.

REQUIREMENTS

1. Change of backfill material between exterior pump station walls (north and south sides) and sheet piling from elevation 882' to grade (approximate 894') for portions of the floodwall footing within the confines of the installed sheet piling.
2. Backfill east and west walls in same phased steps as described below for north and south walls using engineered fill.
3. Backfill adjacent to the north and south walls with the same Air Modified CLSM Mix Design used to elevation 882' following the below procedure. Reference Exhibit WCD-003.1 and WCD-004.1.

Phase 1:

- Backfill using CLSM from elevation 882' to bottom of keyway at elevation 887.03'.
- Form keyway.

Phase 2:

- Backfill using CLSM to bottom of floodwall footing at elevation 890.03'.

Phase 3:

- After floodwall keyway and footing have reached strength, backfill to grade (approximate elevation 894') with approved clay material.

4. Prior to sheet pile removal, contact Engineer for observation of removal. Removal of sheet piles shall begin at northwest or southwest corner.

Attachment 1 - Air Modified CLSM Mix Design



PROJECT:
AGENCY:
DATE: 9-Jun-15

Suggested Mix Design: CDFREO

SPECIFICATIONS:

Mix Designation:	CLSM Air Modified Flowable Fill
Compressive Strength @ 28 days	100 - 500 psi
Cementitious Content	NA lbs Min
Size of Coarse Aggregate	NA Inch
Slump	NA Inch Max
Air Content	NA %
Max w/c ratio	NA

MATERIALS:

Cement	Lafarge type I-II Portland - conforming to ASTM C 150
Fly ash	Headwaters, Coal Creek Station - conforming to ASTM C 618
Fine Aggregate	Conforming to ASTM C33, NDDOT Agg. Specification Sec 816.01 Source - Rock Ridge Pit # 260, Strata Corp., Detroit Lakes, MN
Admixture	MasterCell 25 - conforming to ASTM C494 supplied by BASF MasterAir AE90 - conforming to ASTM C 260 supplied by BASF

Concrete Mix Proportions:

	One Cubic Yard	
Cement	100	pounds
Fly ash	200	pounds
Admixture		
AE: AE 90	2.0	ounces / cwt cementitious*
Cell AE: MasterCell 25	1.0	Bag per CY
Coarse Aggregate 1	0	pounds
Coarse Aggregate 2	0	pounds
Coarse Aggregate 3	0	pounds
Fine Aggregate	2180	pounds
Water	292	pounds (35.0 Gallons)
W/C Ratio	1.08	
Slump	8	inch
Cementitious Factor, Nominal	3	cwt/cubic yard
Air Content, Calculated	28.0%	Entrained

Note: The batch weights of the aggregate are given on a SSD basis and should be adjusted according to the amount of free moisture in the aggregates.

Henry Hauge
Technical Services
Strata Corporation

6/9/2015



CLSM Air Modified Flowable Fill
Suggested Mix Design

Material	Weight lbs./CY	Specific Gravity	Abs. Vol. CF/CY	Trial Batch CY	Batch Size CF
Cement	100	3.15	0.510	100	0.0
Pozzolan # 2	0.0	2.20	0.000	0	0.00
Fly Ash	200	2.50	1.281	200	0.00
Coarse Agg #1 (3/8 chips)	0.0	2.69	0.000	0	0.00
Coarse Agg # 2	0.0	2.69	0.000	0	0.00
Coarse Agg. #3	0.0	2.70	0.000	0	0.00
Fine Agg.	2180.0	2.68	13.036	2180	0.00
Add Water	291.9	1.00	4.678	35.0	0.00
Free Water	0.0	1.00	0.000	incl in Aggs	0.00
Air Content		28.0%	7.596		
Totals =	2772		27.1		

Estimated Admixture Dosages

MB AE 90 (AEA) =	2	6.0	0.0
MB Micro Air (AEA) =	0	0	0.0
MB EverAir (AEA) =	0	0	0.0
Polyheed 1020 (WR) =	0	0	0.0
Glenium 7500 (HRWR) =	0	0	0.0
Pozzolith 122HE (Accel) =	0	0	0.0
Pozzolith NC534 (Accel) =	0	0	0.0
Delvo (retarder) =	0	0	0.0

Total Cementitious = 300.0 Lbs.

% Fly Ash = 67%

% Pozzolan = 0%

w/c = 0.97

Fines to total Agg. Ratio by wt = 1.000

Fine Agg free Moisture = 0.0%

Coarse Agg free Moisture = 0.0%

Coarse Agg #2 free Moisture = 0.0%

Total Free Moisture (lbs.) = 0

Calculated Unit Weight = 102.28 lbs./CF

Air Free Unit Weight = 142.1 lbs./CF

Paste Volume = 14.06 CF

C/V = 0.146

Mortar Fraction = 27.10 CF

% Air of Mortar Fraction = 28%

% Air of Paste Volume = 54%

MasterCell® 25

Admixture for Controlled Low Strength Materials (CLSM)

Formerly Rheocell Rheofill*

Description

MasterCell 25 admixture is a ready-to-use, self-contained product for use in various flowable fill applications where reduced densities (unit weights) and air contents of up to 35% are desired.

Applications

Recommended for use in:

- Backfill (flowable fill) – sewer trenches, utility trenches, bridge abutments, retaining walls, conduit trenches, etc.
- Structural Fill – foundation sub bases, floor slab bases, pipe bedding

Features

MasterCell 25 admixture produced CLSM can be used in any application in lieu of compacted soil. MasterCell 25 admixture is used in flowable fill mixes to lower the density (unit weight), eliminate settlement, and to control strength development. It produces stable air contents of 15-35% and reduces water content by as much as 50%.

Benefits

- Increased yield
- Optimum workability – can be produced in either fluid or plastic consistency
- Increased pumpability
- Little or no bleeding
- No segregation
- Reduced shrinkage
- Reduced settlement
- Control of strength development
- Cost-effective compared to in-place cost of compacted soil

Performance Characteristics

Technical Data*

	Mix 1 1 yd ³ (0.8 m ³) Load	Mix 2 4 yd ³ (3 m ³) Load
Cement, lb/yd ³ (kg/m ³)	95 (56)	100 (60)
Sand, lb/yd ³ (kg/m ³)	2,260 (1,340)	2,220 (1,320)
Water, lb/yd ³ (kg/m ³)	171 (100)	177 (105)
MasterSet AC 534 admixture, fl oz/cwt (mL/100 kg)	16 (1,040)	–
MasterCell 25 admixture	1 Small Bag	1 Large Bag
Air Content	33%	35%
Compressive Strength, psi (MPa)		
@ 28 Days	110 (0.8)	40 (0.3)
@ 58 Days	160 (1.1)	60 (0.4)

*Based on field trials using specific set of materials. Results will vary depending on local materials and ambient conditions. Trial mixtures are strongly recommended to determine performance characteristics with local materials.

Note: Setting times may be extended when high air content producing materials are used. If an earlier load bearing (set) time is desired, an accelerating admixture may be used in the flowable fill mixture.

Guidelines for Use

MasterCell 25 admixture is a powdered material packaged in a ready-to-use disintegrative bag. MasterCell 25 admixture is formulated for use in producing flowable fill mixtures. It is not recommended for use in conventional concrete.

MasterCell 25 admixture performs best when added to mixes with an initial slump of 1-3 in. (25-75 mm). If necessary, the water content of the mix should be adjusted to obtain a maximum 3 in. (75 mm) initial slump. The MasterCell 25 admixture bag is simply tossed into the truck hopper and mixed with the previously batched materials for a minimum of 5 minutes at slow mixing speed. It is not necessary to wash down the hopper after adding MasterCell 25 admixture.

MasterCell 25 admixture may be added at the jobsite or at the ready-mixed concrete plant.

Storage and Handling

Storage Temperature: MasterCell 25 admixture should be stored in a dry area at temperatures below 130 °F (54 °C).

Handling: The use of gloves and goggles are recommended when handling MasterCell 25 admixture.

Shelf Life: MasterCell 25 admixture has a minimum shelf life of 12 months. Depending on storage conditions, the shelf life may be greater than stated. Please contact your local sales representative regarding suitability for use and dosage recommendations if the shelf life of MasterCell 25 admixture has been exceeded.

Packaging

MasterCell 25 admixture is available in two sizes. The small bag will treat 1 yd³ (0.8 m³) and the large bag will treat 4 yd³ (3 m³). MasterCell 25 admixture is supplied by the case:

- 1 yd³ (0.8 m³) bag – 40 bags per case
- 4 yd³ (3 m³) bag – 20 bags per case

Related Documents

Safety Data Sheets: MasterCell 25 admixture

Additional Information

For additional information on MasterCell 25 admixture, contact your local sales representative.

The Admixture Systems business of BASF's Construction Chemicals division is the leading provider of solutions that improve placement, pumping, finishing, appearance and performance characteristics of specialty concrete used in the ready-mixed, precast, manufactured concrete products, underground construction and paving markets. For over 100 years we have offered reliable products and innovative technologies, and through the Master Builders Solutions brand, we are connected globally with experts from many fields to provide sustainable solutions for the construction industry.

Limited Warranty Notice

BASF warrants this product to be free from manufacturing defects and to meet the technical properties on the current Technical Data Guide, if used as directed within shelf life. Satisfactory results depend not only on quality products but also upon many factors beyond our control. **BASF MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PRODUCTS.** The sole and exclusive remedy of Purchaser for any claim concerning this product, including but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is shipment to purchaser of product equal to the amount of product that fails to meet this warranty or refund of the original purchase price of product that fails to meet this warranty, at the sole option of BASF. Any claims concerning this product must be received in writing within one (1) year from the date of shipment and any claims not presented within that period are waived by Purchaser. **BASF WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES OF ANY KIND.**

Purchaser must determine the suitability of the products for the intended use and assumes all risks and liabilities in connection therewith. This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights, nor shall any legal relationship be created by or arise from the provision of such information and advice. BASF reserves the right to make any changes according to technological progress or further developments. The Purchaser of the Product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with a full application of the product(s). Performance of the product described herein should be verified by testing and carried out by qualified experts.

* Rheocell Rheofill became MasterCell 25 under the Master Builders Solutions brand, effective January 1, 2014.

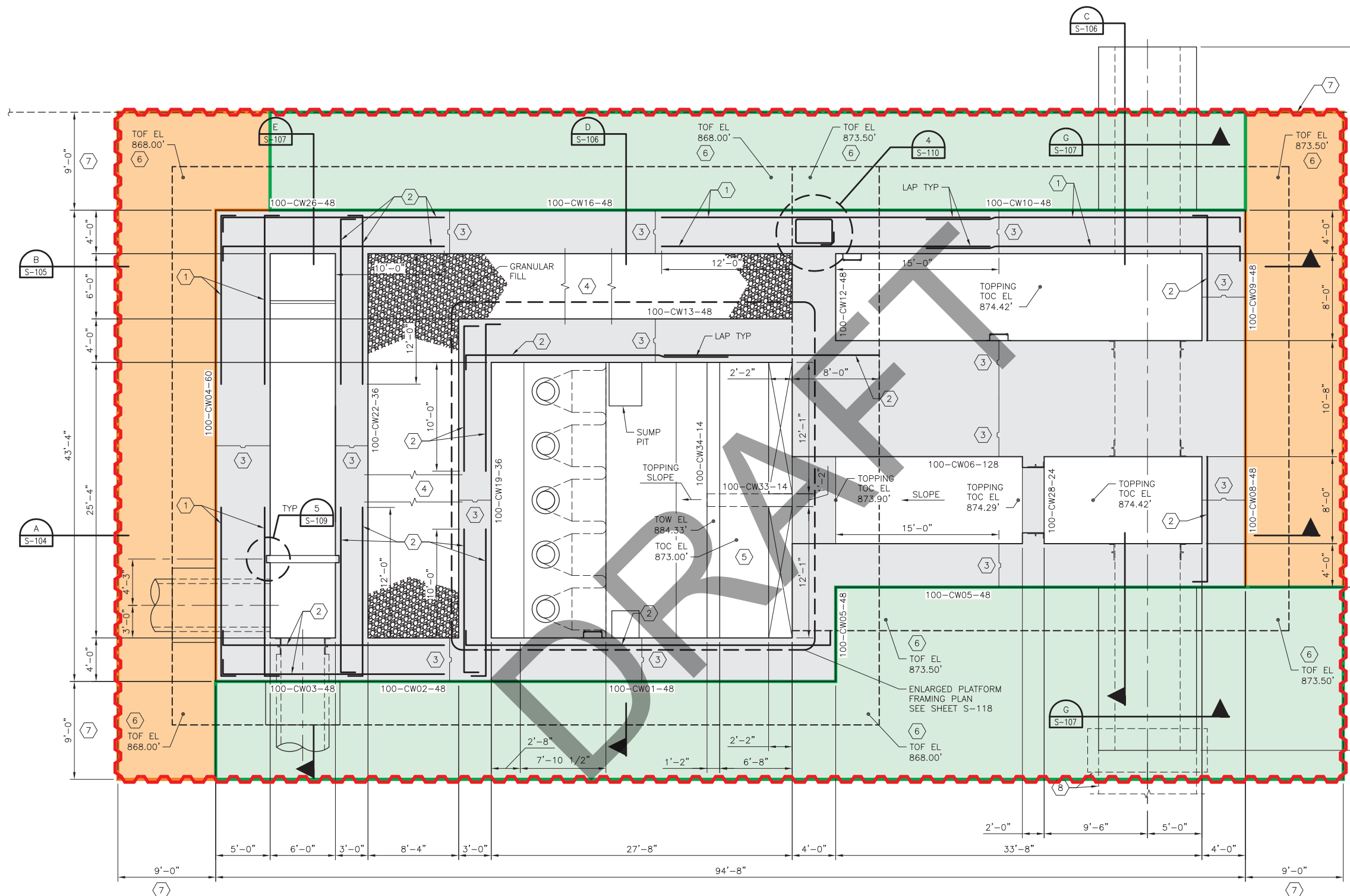
© BASF Corporation 2015 ■ 01/15 ■ OTH-DAT-0058

BASF Corporation
Admixture Systems
www.master-builders-solutions.basf.us

United States
23700 Chagrin Boulevard
Cleveland, Ohio 44122-5544
Tel: 800 628-9990 ■ Fax: 216 839-8821

Canada
1800 Clark Boulevard
Brampton, Ontario L6T 4M7
Tel: 800 387-5862 ■ Fax: 905 792-0651

This document was originally issued and sealed by Svein K. Magnussen, Registration No. PE-9375, on 08/25/14 and the original document is stored at CH2M Hill Engineering, Inc., Fargo, N.D.



GENERAL NOTES:

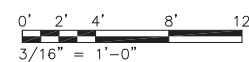
- FOR GENERAL STRUCTURAL NOTES, SEE SHEET S-100.
 - FOR TYPICAL STRUCTURAL DETAILS, SEE SHEETS S-108 TO S-116.
 - COORDINATE ALL WALL AND SLAB PENETRATIONS AND OPENINGS WITH ARCH, MECH, PROCESS AND ELEC DRAWINGS.
 - 100-CW01-48 INDICATES:
 - WALL THICKNESS W/O LINER PANEL
 - CONCRETE WALL MARK STRUCTURE SERIES
- SEE SHEET S-114 FOR SCHEDULE
- PROVIDE 6 INCH MINIMUM MUD MAT UNDER WHOLE PUMP STATION BASE SLAB. MUD MAT TO BE 6 INCHES MINIMUM WIDER THAN BASE SLAB ON ALL SIDES. MUD MAT TO BE CONSTRUCTED FROM CONCRETE WITH $F_c = 4,500$ PSI.

KEY NOTES:

- ADDL #8@12
- ADDL #7@12
- KCJ W/WS
- 2'-0" CONC SLAB W/#6@8 EW T&B EAST-WEST BARS ARE INNER LAYERS TOC EL = 885.00'
- 1'-2" CONC SLAB W/#5@12 EW T&B
- 4'-6" THICK CONCRETE BASE SLAB W/#8@6 EW T&B W/STD 90° HOOKS EA END
- EXTENTS OF TEMPORARY SHORING AS REQUIRED BY CONTRACTOR
- CULVERT COLLAR AND CONTINUATION BY OTHERS

LEGEND

- SHEET PILE
- ENGINEERED FILL
- FLOWABLE FILL
- FOUNDATION WALL



LOWER LEVEL FOUNDATION PLAN

3/16"=1'-0"

HMG
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVELS
2ND STREET N PUMP STATION
FARGO, NORTH DAKOTA
WORK PACKAGE 42A.2
LOWER LEVEL FOUNDATION PLAN

DATE:	10/9/2014
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	S-101.DWG
PROJECT No.	228474-164
DRAWN BY:	JAS
CHECKED BY:	SKM
PROJ. MANAGER:	KTD
PROJ. ENGINEER:	APG

WCD-003.1

1

2

3

4

5

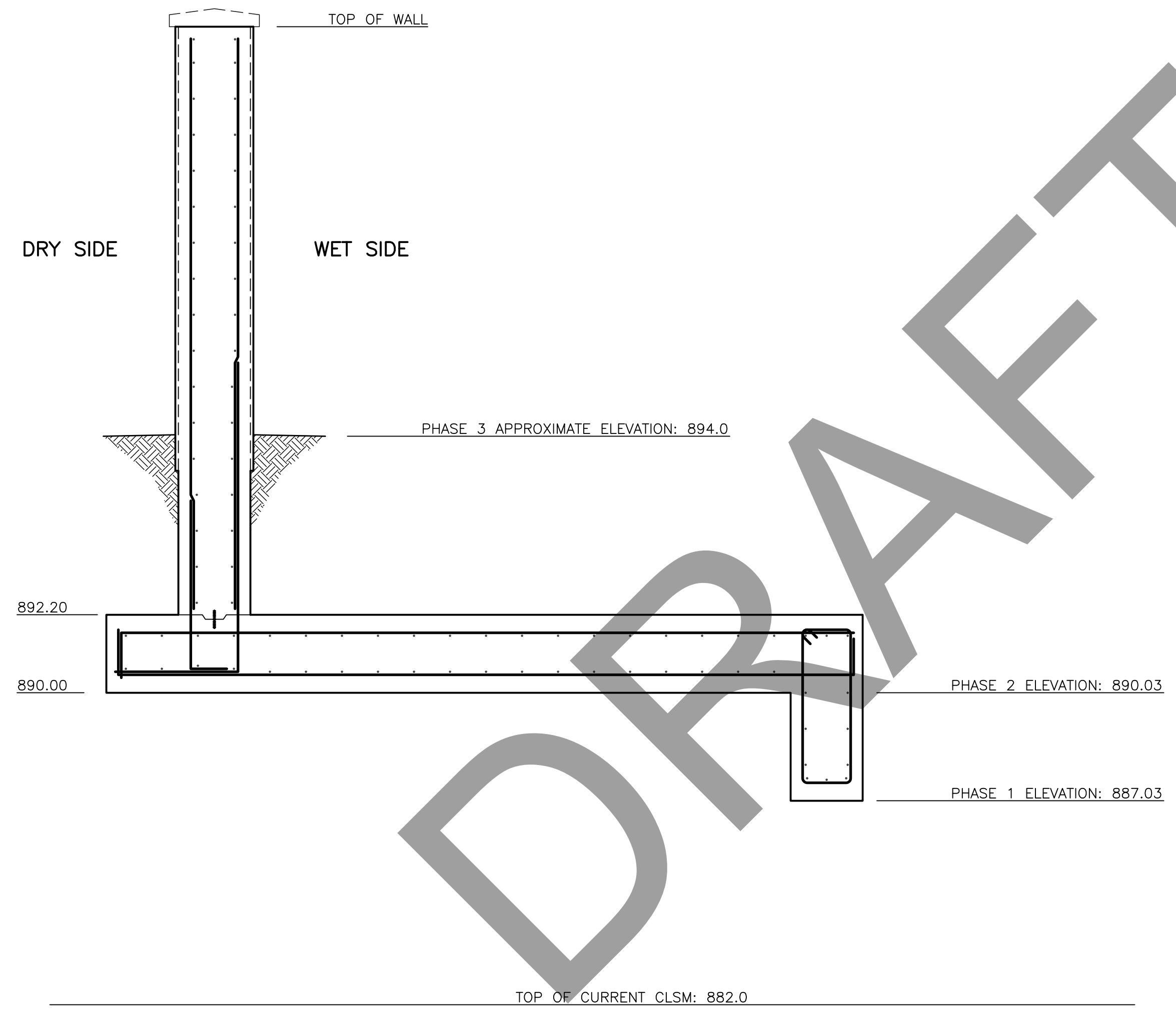
D

C

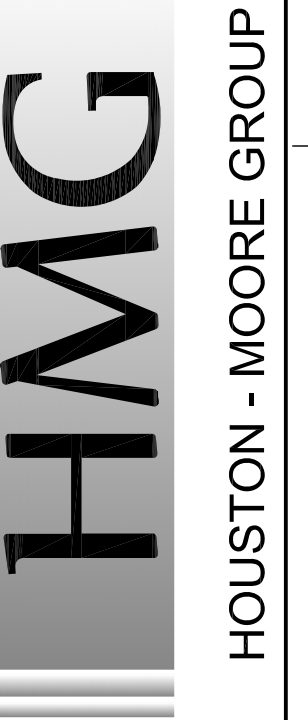
B

A

This document was originally issued and sealed by Svein K. Magnussen, Registration No. PE-9375, on 06/12/15 and the original document is stored at CH2M Hill Engineering, Inc., Fargo, N.D.



DRAFT



2ND STREET/DOWNTOWN - IN-TOWN LEVEES
 2ND STREET N PUMP STATION
 FARGO, NORTH DAKOTA
 WORK PACKAGE 42A.2

DATE:	10/9/2014
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	WCD_004.1.DWG
PROJECT No.	228474-164
DRAWN BY:	JAS
CHECKED BY:	SKM
PROJ. MANAGER:	KTD
PROJ. ENGINEER:	APG

WCD_004.1



Fargo Office
520 Main Avenue
Suite 601
Fargo ND 58103
Tel 701-566-5470
Fax 701-634-9954

August 13, 2015

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

Subject: Work Package 42F.1S, 2nd Street North Floodwall, South of Pump Station
Recommendation of Award

Dear Board Members:

CH2M (Program Management Consultant) recommends the Metro Flood Diversion Authority award Work Package 42F.1S, 2nd Street North Floodwall, South of Pump Station, to Industrial Builders, Inc. in the amount of \$16,184,905.85 as the lowest and best bid.

We conducted a public Bid Opening for this project on July 17, 2015. Industrial Builder's price for Contract No. 3, Combined Construction, was lower than the other bids for Contract No. 3, as well as the lowest combination of bids for Contracts No. 1, General Construction, and No. 2, Electrical Construction. See attached bid opening summary for details. Industrial Builder's bid for Combined Construction is approximately 12% lower than the Engineer's Opinion of Probable Cost.

Due to delays in property acquisition for a portion of the project, CH2M further recommends that Change Order No. 1 (attached) be executed immediately after the Contract is executed. Change Order No. 1 provides accommodations for potential project modifications in the event property acquisition is delayed.

Contact me at 208-771-1686 or tyler.smith@ch2m.com if you have any questions regarding this recommendation.

Sincerely,

Tyler Smith, P.E.
Construction Manager
CH2M HILL
Owner's Representative

c: Mark Bittner/City of Fargo
April Walker/City of Fargo
Keith Berndt/Cass County
Heather Worden/Cass County

Gregg Thielmann/HMG
Randy Engelstad/HMG
Bruce Spiller/CH2M
John Glatzmaier/CH2M

Change Order No. 01

Date of Issuance:	<u>08/13/2015</u>	Effective Date:	<u>08/13/2015</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42F.1S</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>Industrial Builders, Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42F.1S</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>Flood Control, 2nd Street North, South of Pump Station</u>

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

Description:

1. SUPPLEMENTAL CONDITIONS

- a. Replace Section C-800 Supplementary Conditions in its entirety with attached C-800 Supplementary Conditions.

2. CONTRACT TIMES

- a. Change date in Agreement paragraph 4.02A.1 for completion of Interim Milestone A from November 30, 2015 to **December 30, 2015**.
- b. Change date in Agreement paragraph 4.02.B for substantial completion of the Work from October 1, 2016 to **October 31, 2016**.
- c. Change date in Agreement paragraph 4.02.B for completion and readiness for final payment from June 15, 2017 to **July 15, 2017**.

3. INTERIM MILESTONE A WORK

- a. Delete Agreement paragraph 4.03.1, *Interim Milestone A Work*, in its entirety and replace with new paragraph 4.03.1, *Interim Milestone A Work*:

1. Interim Milestone A Work

- a. Interim Milestone A Work includes the following:

- 1) Work on 2nd Street North from the north side of 1st Avenue North to the lift station under construction near 3rd Avenue North shall have the following items complete by November 30, 2015:
 - i) Storm sewer box culvert and structures from ST-1 south to ST-2.
 - ii) Sanitary sewer from SS-14 south to SS-13.
 - iii) Sanitary sewer force main and water main in the same project limits as the storm sewer box culverts and sanitary sewer previously mentioned.
 - iv) Tree removal within the entire project limits.

- v) Storm sewer lift station outfall excluding rip rap installation.
- vi) Phase 1 and phase 4 striping.
- vii) 4th Street signal modifications.
- viii) 2nd Street and NP Avenue modifications.
- ix) Interim Milestone Work must be complete to accommodate other projects by Owner.

4. DESCOPE OPTION

- a. Change specification section 01 31 13 paragraph 1.04.A.3.d, which states:

Access to the Case Plaza and Mid America Steel properties will not be allowed until after April 1, 2016.

To:

Access to the Case Plaza and Mid America Steel properties will not be allowed until Owner provides clearance based on acquisition of the properties.

- b. Provide an option for descopeing a portion of the Work in the event that acquisition of some or all of three properties in the southeast corner of the project area (Case Plaza, Mid-America Steel, and Burlington Northern-Santa Fe) is delayed.
- c. Owner may exercise the descope option at Owner's sole discretion based on a determination that it may not obtain access to some or all of the properties until after June 15, 2016.
- d. If Owner exercises the descope option, the Contract Price will be reduced by \$1,477,720.46 based on the quantities and unit rates specified in the attached Property Acquisition Desclope Table.

Attachments:

- Section C-800 Supplementary Conditions
- Property Acquisition Desclope Table

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 16,184,905.85	Original Contract Times: Interim Milestone A: <u>November 30, 2015</u> Substantial Completion: <u>October 1, 2016</u> Ready for Final Payment: <u>June 15, 2017</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>00</u> : N/A	[Increase] [Decrease] from previously approved Change Orders No. <u>00</u> : N/A
Contract Price prior to this Change Order: 16,184,905.85	Contract Times prior to this Change Order: Interim Milestone A: <u>November 30, 2015</u> Substantial Completion: <u>October 1, 2016</u> Ready for Final Payment: <u>June 15, 2017</u>
[Increase] [Decrease] of this Change Order: 0.00	[Increase] [Decrease] of this Change Order: Interim Milestone A: <u>30 days</u> Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u>
Contract Price incorporating this Change Order: 16,184,905.85	Contract Times with all approved Change Orders: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: <u>July 15, 2017</u>

RECOMMENDED: By: _____ Owner's Representative (Authorized Signature) Title: <u>Construction Manager</u> Date: <u>08/13/2015</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Title: _____ Date: _____
--	--	---

Supplementary Conditions

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK SC-4.05

SC-4.05 *Delays in Contractor's Progress*

SC 4.05 Replace GC Paragraph 4.05.A in its entirety with the following:

- A. If an order of court, Owner, Owner's Representative, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor may be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.02 Replace GC Paragraph 5.02.A.2 in its entirety with the following:

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) defend, indemnify, and hold harmless Owner, Engineer, and the State of North Dakota, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, the State of North Dakota, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

~~ARTICLE~~

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 1. Report dated July 10, 2013, prepared by Houston-Moore Group, entitled: *"Preliminary Design Report – Fargo-Moorhead Flood Risk Management Project – Red River Levees – Phase 1 – 2nd Street/Downtown Reach, 35% Project Design Submittal, Appendix K – In-Town Levees Project Phase I Environmental Site Assessments"*.

1. The Technical Data contained in such report upon whose accuracy Contractor may rely on:

Phase I Environmental Site Assessment Reports for In-Town Levees – 2nd Street/Downtown Reach.

2. Report dated March 27, 2015, WP-42F.1-South, 95% Submittal, *“Design Documentation Report-Appendix D-Geotechnical Engineering and Geology, Fargo Moorhead Flood Risk Management Project, In-Town Levees – 2nd Street/Downtown Area WP-42F.1 – South, Engineering and Design Phase”*.

The Technical Data contained in such report upon whose accuracy Contractor may rely on:

Appendix D Geotechnical Engineering and Geology

D.1 Geotechnical Exploration Technical Memorandum

D.2 Geotechnical Evaluation Technical Memorandum

D.3 Geotechnical Evaluation Addendum Report

3. Report dated May 8, 2015, prepared by HDR, entitled, *“Phase II Environmental Site Assessment, In-Town Levees Project, 2nd Street/Downtown Reach - WP 42F1.”*

2. Report dated March 28, 2013, prepared by Braun Intertec Corporation, entitled, *“Subsurface Characterization Report, FM Metro Flood Risk Management Project, 2nd Street North to the Amtrak (BNSF Railroad) Line, 2nd Street South past Main Avenue to the 4th Street South Levee, Fargo, North Dakota”*. The Technical Data contained in such report upon whose accuracy Contractor may rely on:

Appendices – Boring Logs and Laboratory Testing Results

3. Report dated June, 2013, prepared by Barr Engineering, entitled, *“Fargo In-Town Levee/Floodwall Geotechnical Analysis Report, Fargo-Moorhead Metro Flood Risk Management Project”*.

4. Report dated February 20, 2015, prepared by HDR, entitled, *“Phase II Environmental Site Assessment, In-Town Levees Project”*. The Technical Data contained in such report upon whose accuracy Contractor may rely on:

Appendices – Boring Logs and Environmental Testing Results

5. Report dated February, 2015, prepared by Barr Engineering, entitled, *“Addendum Report, Fargo In-Town Levee/Floodwall Geotechnical Analysis Report, Fargo-Moorhead Metro Flood Risk Management Project”*.

D. Contractor may examine copies of reports identified in SC 5.03.C that were not included with the Bidding Documents at CH2M HILL during regular business hours, or may download copies from Quest.

[SC-5.06.I Delete GC Paragraph 5.06.I in its entirety.](#)

[SC-5.06.J Replace GC Paragraph 5.06.J in its entirety with the following:](#)

J. Contractor shall defend, indemnify, and hold harmless Owner; Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

SC-6.03 Replace GC Paragraph 6.03.G in its entirety with the following:

G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and other policies required of Contractor under the Contract Documents shall include and list as additional insureds Owner; Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; and any other individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

SC-6.03.I.3 Replace GC Paragraph 6.03.I.3 in its entirety with the following:

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor; Owner; Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.

SC 6.03.K, L, & M Add the following new paragraphs immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: North Dakota Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 1,000,000

Each accident \$ 1,000,000

Property Damage:

Each accident \$ 1,000,000

Combined Single \$ 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

5. Contractor's Pollution Liability:

Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

SC 6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

a. ~~In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:~~

~~CH2M HILL Engineers, Inc.
9191 S. Jamaica St.
Englewood, CO 80112~~

~~Houston-Moore Group, LLC
925 10th Avenue East
West Fargo, ND 58078~~

~~State of North Dakota
600 East Boulevard Avenue
Bismarck, ND 58505-0001~~

~~Advanced Engineering &
—Environmental Services
3170 43rd Street South Suite 100
Fargo, ND 58104~~

SC-L. 6.03.L Insurance Coverages

~~R.~~ The insurance coverages listed below must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the policies will be Contractor's sole responsibility.
2. The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.
3. All policies will name Contractor as the insured and Owner; Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; and Advanced Engineering & Environmental Services, Inc.~~the District Authority, the State of North Dakota, HMG, CH2M HILL and AE2S,~~ as additional insured parties.
4. Contractor's policies will be primary and noncontributory regarding any other insurance available to Owner, the Diversion Authority, the State of North Dakota, HMG, CH2M HILL, Cass County Joint Water Resource District, the City of Fargo, and AE2S as additional insured parties.
5. Contractor's policies must each contain a "waiver of subrogation" that waives any right to recovery any of Contractor's insurance companies might have against the Owner, the Diversion Authority, the State of North Dakota, HMG, CH2M HILL, Cass County Joint Water Resource District, the City of Fargo, and AE2S~~the Diversion Authority, the State of North Dakota, HMG, CH2M HILL and AE2S.~~
6. Contractor's policies must each contain a provision that the policies and any endorsements may not be cancelled or modified without 30 days prior written notice to the Owner, the Diversion Authority, the State of North Dakota, HMG, CH2M HILL, Cass County Joint Water Resource District, the City of Fargo, and AE2S~~the Diversion Authority, the State of North Dakota, HMG, CH2M HILL and AE2S.~~
7. Contractor's policies, either in the policies or in endorsements, must each contain a provision that Contractor's insolvency or bankruptcy will not release the insurer from payment under the policy, even when Contractor's insolvency or bankruptcy prevents Contractor's from meeting the retention limit under the policy.
8. Contractor's policies, either in policies or in endorsements, must contain cross liability/severability of interests, to ensure that all additional insured parties are covered as if they were all separately covered.
9. Contractor's policies, either in the policies or in endorsements, must contain a provision that the legal defense provided to the Owner, the Diversion Authority, the State of North Dakota,

HMG, CH2M HILL, Cass County Joint Water Resource District, the City of Fargo, and AE2S~~the Diversion Authority, the State of North Dakota, HMG, CH2M HILL and AE2S~~ must be free of any conflicts of interest, even if retention of separate legal counsel is necessary.

10. Contractor's policies, either in the policies or in endorsements, must 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.
11. Contractor's policies, will not limit in any way Contractor's duties to defend, indemnify, and hold harmless Owner, the Diversion Authority, the State of North Dakota, HMG, CH2M HILL, Cass County Joint Water Resource District, the City of Fargo, and AE2S, ~~the Diversion Authority and the State of North Dakota~~, and those parties' officers, employees, agents, consultants, subcontractors, and representatives.

M. Before commencing the construction services under this Agreement, Contractor will deliver to Owner copies of the insurance policies and endorsements required under this Agreement, and will otherwise provide all requisite evidence that the insurance required under this Agreement is in full force and effect. Contractor's duties to release, defend, indemnify, protect and hold harmless Owner, the Diversion Authority, the State of North Dakota, HMG, CH2M HILL, Cass County Joint Water Resource District, the City of Fargo, and AE2S ~~the Diversion Authority, the State of North Dakota~~, and those parties' officers, agents, representatives, employees, or contractors include anything in excess of the minimum insurance requirements described above. Owner's receipt of any certificates, policies, or endorsements required under this Agreement will not in any way affect Contractor's duties and obligations to maintain the insurance required under this Agreement. Contractor's will ensure that any and all of Contractor's Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work ~~contractors and subcontractors~~ purchase and maintain the same insurance with the same conditions and terms required of Contractor under ~~this Agreement~~ the Contract Documents.

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

CH2M HILL Engineers, Inc.
9191 S. Jamaica St.
Englewood, CO 80112

Houston-Moore Group, LLC
925 10th Avenue East
West Fargo, ND 58078

State of North Dakota
600 East Boulevard Avenue
Bismarck, ND 58505-0001

Advanced Engineering &
Environmental Services
3170 43rd Street South Suite 100
Fargo, ND 58104

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

Cass County Joint Water
Resource District
1201 Main Avenue West
West Fargo, ND 58078

City of Fargo
200 - 3rd Street North
Fargo, ND 58102

SC 6.05.B Replace GC Paragraph 6.05.B in its entirety with the following:

Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder and to Owner; Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02.B. Add the following to the end of Paragraph 7.02.B:

1. 1. Regular working hours will be 7:00 a.m. to 6:00 p.m.

SC 7.06.I Replace GC Paragraph 7.06.I in its entirety with the following:

I. Contractor shall be fully responsible to Owner; Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; and Advanced Engineering & Environmental Services, Inc., for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Contractor will ensure any and all Subcontractors and Suppliers purchase and maintain the same insurance with the same conditions and terms required of Contractor under the Contract Documents.

SC 7.07.B Delete GC Paragraph 7.07.B in its entirety.

SC 7.07.C Replace GC Paragraph 7.07.C in its entirety with the following:

C. Contractor shall defend, indemnify, and hold harmless Owner, Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating

to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

SC 7.10.B Replace GC Paragraph 7.10.B in its entirety with the following:

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall defend, indemnify, and hold harmless Owner, Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

Replace GC Paragraph 7.18.A in its entirety with the following:

A. Contractor shall defend, indemnify, and hold harmless Owner, Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; and those parties' officers, employees, agents, consultants, subcontractors, and representatives (collectively, the "Indemnified Parties"), 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 any act or omission of Contractor, 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 any of the Indemnified Parties in establishing and litigating the existence, scope, or any other matters relating to Contractor's obligations to defend, indemnify, and hold harmless. Contractor's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Contractor'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 Contractor's insurance policy limits. Contractor's obligations include all costs, expenses, and fees incurred by any of the Indemnified Parties in establishing and litigating the existence, scope, or any other matters relating to Contractor's obligations to defend, indemnify, and hold harmless. Contractor's duties to defend, indemnify, and hold harmless

include anything in excess of any minimum insurance requirements described under the Contract Documents, and anything in excess of any of Contractor's insurance policy limits.

SC 7.18.B Replace GC Paragraph 7.18.B in its entirety with the following:

- B. In any and all claims against Owner, Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; or any of those parties' officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, 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, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 8 - OTHER WORK AT THE SITE

Replace GC Paragraph 8.03.D in its entirety with the following:

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) defend, indemnify, and hold harmless Owner, Fargo Moorhead Metro Flood Diversion Authority; Cass County Joint Water Resource District; City of Fargo; CH2M Hill Engineers, Inc.; Houston-Moore Group, LLC; the State of North Dakota; Advanced Engineering & Environmental Services, Inc.; and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

END OF SECTION



ITEM	DESCRIPTION	TOTAL QUANTITY	UNIT	QUANTITY REMOVED				UNIT PRICE				AMOUNT REMOVED				TOTAL
				HMGP	CITY OF FARGO	DIVERSION AUTHORITY	NON FLOOD CONTROL IMPROVEMNTS	HMGP	CITY OF FARGO	DIVERSION AUTHORITY	NON FLOOD CONTROL IMPROVEMNTS	HMGP	CITY OF FARGO	DIVERSION AUTHORITY	NON FLOOD CONTROL IMPROVEMNTS	
67.	F&I Inlet - Manhole (MH) 4' Dia Reinf Conc	4	EA			2		\$ -	\$ -	\$ 2,365.00	\$ -	\$ -	\$ -	\$ 4,730.00	\$ -	\$ 4,730.00
80.	Remove Storm Pipe All Sizes All Types	2283	LF			40		\$ -	\$ -	\$ 17.00	\$ 17.00	\$ -	\$ -	\$ 680.00	\$ -	\$ 680.00
88.	F&I Storm Pipe 18" Dia Reinf Conc	182	LF			182		\$ -	\$ -	\$ 66.00	\$ -	\$ -	\$ -	\$ 12,012.00	\$ -	\$ 12,012.00
102.	Remove Pavement All Thicknesses All Types	24159	SY			5009		\$ 5.00	\$ 5.00	\$ 2.00	\$ 5.00	\$ -	\$ -	\$ 10,018.00	\$ -	\$ 10,018.00
103.	Remove Sidewalk All Thicknesses All Types	5375	SY			484		\$ -	\$ 4.00	\$ 4.00	\$ 4.00	\$ -	\$ -	\$ 1,936.00	\$ -	\$ 1,936.00
106.	Subgrade Preparation	12740	SY			966		\$ 0.70	\$ 0.70	\$ 0.70	\$ 0.70	\$ -	\$ -	\$ 676.20	\$ -	\$ 676.20
107.	F&I Woven Geotextile	12740	SY			966		\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ -	\$ -	\$ 1,932.00	\$ -	\$ 1,932.00
108.	F&I Class 5 Agg - 6" Thick	2521	SY			966		\$ -	\$ -	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 9,660.00	\$ -	\$ 9,660.00
112.	F&I Curb & Gutter Standard (Type II)	3888	LF			272		\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ -	\$ -	\$ 9,792.00	\$ -	\$ 9,792.00
113.	Remove Curb & Gutter	4528	LF			287		\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ -	\$ -	\$ 1,435.00	\$ -	\$ 1,435.00
116.	F&I Aggregate for Asph Pavement FAA 43	1386	TON			322		\$ -	\$ -	\$ 83.00	\$ 83.00	\$ -	\$ -	\$ 26,726.00	\$ -	\$ 26,726.00
117.	F&I Asphalt Cement PG 58-28	11644	GAL			4632		\$ -	\$ -	\$ 2.50	\$ 2.50	\$ -	\$ -	\$ 11,580.00	\$ -	\$ 11,580.00
120.	F&I Sidewalk 4" Thick Reinf Conc	3260	SY			35		\$ -	\$ 73.00	\$ 73.00	\$ 73.00	\$ -	\$ -	\$ 2,555.00	\$ -	\$ 2,555.00
121.	F&I Sidewalk 6" Thick Reinf Conc	2765	SY			573		\$ -	\$ -	\$ 85.00	\$ -	\$ -	\$ -	\$ 48,705.00	\$ -	\$ 48,705.00
123.	F&I Impressioned 4" Thick Reinf Conc	659	SY			11		\$ -	\$ 230.00	\$ 230.00	\$ -	\$ -	\$ -	\$ 2,530.00	\$ -	\$ 2,530.00
135.	Paint Epoxy Line 4" Wide	786	LF			333		\$ -	\$ -	\$ 8.40	\$ -	\$ -	\$ -	\$ 2,797.20	\$ -	\$ 2,797.20
148.	Temp Fence - Safety	1929	LF			403		\$ -	\$ -	\$ 6.00	\$ 6.00	\$ -	\$ -	\$ 2,418.00	\$ -	\$ 2,418.00
154.	Silt Fence - Standard	1368	LF			431		\$ -	\$ -	\$ 2.70	\$ -	\$ -	\$ -	\$ 1,163.70	\$ -	\$ 1,163.70
156.	Sediment Control Log 10" to 15" Dia	1748	LF			596		\$ -	\$ -	\$ 3.50	\$ -	\$ -	\$ -	\$ 2,086.00	\$ -	\$ 2,086.00
157.	Inlet Protection - New Inlet	17	EA			2		\$ -	\$ -	\$ 270.00	\$ 270.00	\$ -	\$ -	\$ 540.00	\$ -	\$ 540.00
158.	Inlet Protection - Existing Inlet	16	EA			6		\$ -	\$ -	\$ 160.00	\$ 160.00	\$ -	\$ -	\$ 960.00	\$ -	\$ 960.00
170.	Remove Crosswalk Pavement Markings and Signal from NP Avenue	1	LS			1		\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
190.	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	1	LS			1		\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
191.	F&I Sheet Piling - Steel	470	SF			257		\$ -	\$ -	\$ 60.00	\$ -	\$ -	\$ -	\$ 15,420.00	\$ -	\$ 15,420.00
193.	Topsoil - Spread	2690	CY			870		\$ -	\$ -	\$ 2.00	\$ -	\$ -	\$ -	\$ 1,740.00	\$ -	\$ 1,740.00
194.	Embankment	3210	CY			2742		\$ -	\$ -	\$ 4.00	\$ -	\$ -	\$ -	\$ 10,968.00	\$ -	\$ 10,968.00
195.	Fill - Haul	8370	CY			2742		\$ -	\$ -	\$ 8.00	\$ -	\$ -	\$ -	\$ 21,936.00	\$ -	\$ 21,936.00
196.	Inspection Trench	175	CY			175		\$ -	\$ -	\$ 12.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ 2,100.00
198.	Excavation	1815	CY			438		\$ -	\$ -	\$ 9.00	\$ -	\$ -	\$ -	\$ 3,942.00	\$ -	\$ 3,942.00
199.	Removal of Contaminated Soil	4220	CY			4220		\$ -	\$ -	\$ 155.00	\$ -	\$ -	\$ -	\$ 654,100.00	\$ -	\$ 654,100.00
200.	Removal of Highly Contaminated Soil	200	CY			200		\$ -	\$ -	\$ 160.00	\$ -	\$ -	\$ -	\$ 32,000.00	\$ -	\$ 32,000.00
201.	Mulching Type 1 - Hydro	19700	SY			5223		\$ -	\$ 0.42	\$ 0.42	\$ 0.42	\$ -	\$ -	\$ 2,193.66	\$ -	\$ 2,193.66
202.	Seeding Type B	19700	SY			5223		\$ -	\$ 0.42	\$ 0.42	\$ 0.42	\$ -	\$ -	\$ 2,193.66	\$ -	\$ 2,193.66
203.	Overseeding	19700	SY			5223		\$ -	\$ 0.11	\$ 0.11	\$ 0.11	\$ -	\$ -	\$ 574.53	\$ -	\$ 574.53
204.	Weed Control Type B	19700	SY			5223		\$ -	\$ 0.07	\$ 0.07	\$ 0.07	\$ -	\$ -	\$ 365.61	\$ -	\$ 365.61
206.	F&I Floodwall Reinf Bars - Steel	484642	LB			151210		\$ -	\$ -	\$ 1.15	\$ -	\$ -	\$ -	\$ 173,891.50	\$ -	\$ 173,891.50
207.	F&I Floodwall Reinf Bars - Epoxy Coated Steel	209152	LB			61818		\$ -	\$ -	\$ 1.30	\$ -	\$ -	\$ -	\$ 80,363.40	\$ -	\$ 80,363.40
208.	F&I Floodwall - Structural Conc	3780	CY			930		\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 279,000.00	\$ -	\$ 279,000.00
TOTAL REMOVED FROM CONTRACT											\$ -	\$ -	\$ 1,477,720.46	\$ -	\$ 1,477,720.46	

Sequence & Schedule of Committee & Board Meetings

It is desired to re-schedule the sequence of diversion committee meetings so that appropriate vetting, discussion, and input can be obtained from committee members on land acquisition and other topics prior to CCJWRD and DA board meetings. As such, it is proposed to adjust the sequence and schedule of committee meetings starting in September 2015.

Proposed:

Committee / Board	Order	Time	Location
Public Outreach Committee	1	Wed, 10:00 AM	Cass County Highway
Finance Committee	2	Wed, 2:30 PM	Cass County Courthouse
Land Management Committee	3	Wed, 4:00 PM	Cass County Courthouse
CCJWRD Board	4	Thurs, 8:00	Cass County Highway
Diversion Authority Board	5	Thurs, 3:30	Fargo City Commission

Current:

Committee / Board	Order	Time	Location
Finance Committee	1	Wed, 9:00	Cass County Courthouse
Public Outreach Committee	2	Wed, 2:30	Cass County Highway
CCJWRD Board	3	Thurs, 8:00	Cass County Highway
Land Management Committee	4	Thurs, 2:00	Fargo City Commission Chambers
Diversion Authority Board	5	Thurs, 3:30	Fargo City Commission



MEMO

County Administrator

Keith Berndt

TO: Finance Committee
FROM: Keith Berndt
Cass County Administrator
DATE: August 11, 2015
SUBJECT: US Army Corps of Engineers Funding

KB by J. Wood

The Corps of Engineers did not receive funding in the FY 2016 work plan and will run out of funds in the near future without an infusion from the Diversion Authority. I believe it in the best interest of the Diversion Authority that the Corps continues to advance the project in the areas that are critical to keeping the project on schedule.

I've enclosed a list of those activities with the associated costs. Two alternatives are outlined below. One would fund the Corps through September 2016. A second alternative is to commit to funding the Corps through February 2016 at which time the Diversion Authority may know more about the status of Federal Funding. All items included have been agreed to as necessary for preparation of a P3 procurement and for the Corps to be able to award a contract for the Diversion Inlet Structure and/or associated Preload by the end of FY16.

Scenario 1: (Aug 15-Sept 16): \$3,579,000
August 15: \$600,000 (\$100k contracts plus \$500k labor) Sept 15: \$700,000 labor
Nov 15: \$700,000 labor Jan 16: \$700,000 labor Mar 16: \$879,000 labor

Scenario 2: (Aug 15-Feb 16): \$1,452,000
August 15: \$600,000 (\$100k contracts plus \$500k labor) Oct 15: \$700,000 labor
Dec 15: \$152,000 labor

I believe either scenario is workable, but would recommend committing to fund the Corps through the end of FY2016 (September 16). If at any time other Federal funding is received, we would immediately discontinue payments.

SUGGESTED MOTION: Authorize up to \$3,579,000 in funding the Corps of Engineers to complete planned 2016 work necessary for a 2016/2017 construction start.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5720
Fax 701-297-6020
www.casscountynd.gov
berndtk@casscountynd.gov

cc: Diversion Authority

Fargo-Moorhead Metro FRM - NFS Funds Request for Aug 2015 - FY16 5 August 2015

	Total through FY16	Total through Feb 16	Notes
LABOR			
Reach 7/Maple River Aqueduct	175,000	175,000	Includes documenting design, completing flume study, developing RE drawings and writing P3 specs
Design of Diversion Inlet and Preload	1,600,000	980,000	Target awarding contract in FY16
Support OHB Design/Construction	115,000	45,000	Assumes construct part of 43B in FY16. Minimal review of sponsor designs remains
Support In-Town Levees	280,000	140,000	Based on historic rates. Reviewing Floodwall design, construction support of pump station and floodwall construction.
Support Mn EIS Process	115,000	110,000	Assumes Final EIS in February 2016, our support of comment resolution, closeout in March.
Miscellaneous Reviews	70,000	35,000	ATR reviews of PED products such as the Phase 8 H&H model and draft Operating Plan.
PED Management	2,800,000	1,400,000	Based on historic rates. Includes P3 management support/coordination, 2.5 full-time PMs. PPA, permitting support, FEMA support, and associated document prep
Misc Environmental	14,000	7,000	Cultural and environmental support for Southern Embankment/Staging Area. Assumes no additional work on Cemetery Study nor by the Upstream Mitigation Team.
P3 Split Delivery Plan Support	840,000	490,000	Includes all labor for diversion channel activities including developing contract, borings, htrw, cultural support labor
Total Labor	6,009,000	3,382,000	
Contracts			
Borings and Testing	0	0	Funding already obligated in July for this work
Inlet numeric model study	80,000	80,000	Assumes 3 months labor by H&H and \$20k for ERDC assistance
Maple River Physical Model closeout mod	170,000	170,000	Actual amount being negotiated
Cultural Mitigation - Reach 1 and Maple	0	0	Contract at least \$1m. Not included in request due to uncertainties
Total Contracts	250,000	250,000	
Total Costs	6,259,000	3,632,000	
Funds Available			
Available Cash	780,000	780,000	Includes \$525k sponsor funds provided in July
Railroad Design Contract Deobligation	1,400,000	1,400,000	\$1.4 million currently available. \$500k requires mod executed with BNSF
Railroad Design Contract Deob via modification	500,000		
Total Funds Available	2,680,000	2,180,000	
Sponsor Funds Request for FY15-16	3,579,000		\$3.845m requested of sponsors in July. Assumes deobligation of \$1.9m in railroad funds
Sponsor Funds Request for Aug15-Feb 16		1,452,000	Assumes deobligate \$1.4m railroad funds



County Administrator

Keith Berndt

MEMO

TO: Finance Committee

FROM: Keith Berndt
Cass County Administrator

KB by J. Word

DATE: August 11, 2015

SUBJECT: CH2M Contract Amendment

As you are aware, some time ago we reduced the scope of CH2M's contract and associated fees. It has become increasingly apparent to me that we need to increase our activities to be prepared for a 2016/2017 construction start. Accordingly, it is necessary that CH2M add staff and commence with the many things that need to be completed if we are to be ready to start work under a split delivery arrangement.

We will ask for approval of a contract amendment to increase the funding by approximately \$120,000 per month. A breakdown of the funding and further explanation is provided in the enclosure.

SUGGESTED MOTION:

Move to approve a contract amendment with CH2M.

cc: Diversion Authority

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5720
Fax 701-297-6020
www.casscountynd.gov
berndtk@casscountynd.gov



Fargo Office
520 Main Avenue
Suite 601
Fargo, ND 58103
Tel 701-566-5470
Fax 701-634-9954

Email: bgrubb@cityoffargo.com
berndtk@casscountynnd.gov

August 04, 2015

435534.D3.33.10.5A

Diversion Board of Authority
Attn: Bruce Grubb
200 3rd Street North
Fargo ND 58102

Diversion Board of Authority
Attn: Keith Berndt
211 9th Street S
Fargo, ND 58108-2806

Subject: **Task Order No. 5, Amendment No. 2**
Pre-Project Partnership Agreement (PPA) Technical, Public Outreach, and Land Support Services

Gentlemen:

Activities related to the Public Private Partnership (PPP) delivery of the Diversion Project through a Split Delivery model are ramping up. Interest in the PPP delivery by potential bidders is increasing, as evidenced by the recent meeting requests from interested contractors and financial firms. Good initial progress was made with the USACE Technical teams in the July 20-22 meeting in Minneapolis, but as you know, resolution of several key enablers and issues must be realized, and significant work with the technical teams and on the procurement process must be completed before the Authority is ready to implement the project using the PPP model.

Attached is a draft of Amendment No. 2 for Task Order No. 5 from August 2015 through February 2016. The need for an amendment at this time is due to the increased level of support that the Diversion Authority needs to advance the PPP for the approximately \$1B split-delivery of the Project. This amendment also reflects the higher level of effort required to support increased activities since WRRDA and project authorization, including the development of the PPA Framework Plan, and negotiation of the Project Partnership Agreement (PPA) with the Corps. In keeping with the previous approach to the task order, the compensation is on a lump sum per month basis and the scope allows for flexibility to adapt to changes in project needs and requests from the Diversion Authority.

Two new scope activities are identified in the amendment. The first is to update and provide financial information to Ernst & Young, the Authority's Financial Advisor. This includes updating the cost estimate to reflect 2015 dollars, as well as reflect the change in delivery model to PPP for the Authority's portion of the split delivery. The cost-loaded schedule also needs to be revised to reflect the PPP delivery. An accurate cost-loaded schedule is required to provide cash flows to Ernst & Young for input into their financial model. The financial model results will drive the timing and types of funding required to deliver the project, and is key to developing the financial and procurement strategy for the PPP.

The second scope activity in the amendment is required to provide assistance with developing the PPP procurement support documents, including issuing a Notice of Intent (NOI), and working with the USACE staff to define the performance, prescriptive, and regulatory specifications. Increased level of effort to assist in the development of the PPA Framework Plan, and participate in the negotiation of the PPA with the Corps

is included, as well as efforts to develop the PPP Procurement strategy, selection criteria, and schedule. Draft content for the Request for Qualifications (RFQ), and Request for Proposals (RFP) will also be developed, and the coordination and content for educational and informative sessions with key stakeholders will be provided as required. The scope also includes coordination of technical work by HMG (a new Task Order 19 – PPP Document Preparation Support, is being concurrently presented to the Authority Board for consideration) and the Corps to support the PPP procurement.

This amendment will allow for 1) increased support from existing part-time staff such as Martin Nicholson (who has recently increased to essentially full time), Tom Waters, Matt Chiller, and Rod Brauer; 2) engagement of our cost estimating group; and 3) addition of two full time Fargo-based staff.

The table below shows the estimated allocation of the monthly billing changes for Task Order 5.

Scope Item Description	Existing Task Order 5 Budget (\$/mo)	Proposed Task Order 5 Budget (\$/mo)
Task Order 5	\$310,000	\$425,000
A. Program Services	\$17,000	\$32,000
B. Technical Support Services	\$195,000	\$270,000
C. Legislative Support Services	\$18,000	\$43,000
D. Public Outreach Support Services	\$75,000	\$75,000
E. Land Support Services	\$5,000	\$5,000

Land acquisition support remains the same for the Diversion Authority Contract. We are also submitting an amendment to the CCJWRD Board for Task Order No. 1, Land Acquisition Management Support Services, for a person to support property management and other land activities (Coldwell-Banker's existing property management contract is being terminated).

Please let us know when you would like to discuss and we can move these forward for the August Finance Committee meeting.

Sincerely,

CH2M HILL Engineers, INC.

Thomas J. Helgeson
Vice President and Area Manager

Bruce J. Spiller, P.E.
Program Manager

Attachments: Task Order No. 5, Amendment 2

Copies:

Mark Brodshaug/CCJWRD

Letter_TO_5_A2.docx

AMENDMENT NO. 2
to
CH2M HILL Task Order No. 5
Diversion Board of Authority
Metro Flood Diversion Project
Pre-Project Partnership Agreement (PPA) Program, Technical, Legislative Support, Project Implementation, Public Outreach, and Land Support Services

This Amendment No. 2 is to CH2M HILL's Task Order No. 5, Pre-Project Partnership Agreement (PPA) Program, Technical, Legislative Support, Project Implementation, Public Outreach, and Land Support Services for the Fargo-Moorhead Metro Flood Diversion Project.

The purpose of this Amendment is to increase the scope and budget for services under Task Order No. 5, as described in this Amendment.

1. Modify the Scope of Services as follows:
 - a. Subtask 5.B.6: ADD the sentence: "Develop and provide projected program cost estimates and cash flows to the Owner's Financial Advisor, and provide assistance to Owner's financial staff on budget reporting".
 - b. Subtask 5.D: ADD the sentences: "Develop, in conjunction with Owner's Legal and Financial Advisors, Public Private Partnership (PPP) procurement support documents, including issuing a Notice of Intent (NOI) and working with the USACE staff to define the performance, prescriptive, and regulatory specifications. Assist in the development of the PPA Framework Plan, and participate in the negotiation of the PPA with the USACE. Develop the PPP Procurement strategy and schedule, including preparation of draft content for the Request for Qualifications (RFQ), and Request for Proposals (RFP). Participate in educational and informative sessions with key stakeholders as requested.
2. Modify the Scope not included in this Task Order as follows: Add the following: Development of Final RFQ and RFP procurement Documents and managing the PPP Procurement process is not included and will be covered in future Task Orders once the Authority decides to move forward with the PPP Procurement.
3. Modify the Time for Rendering Services as follows: no change
4. Modify the Payments to ENGINEER as follows:
 - a. Total Compensation and Budget –
 - i. Monthly Rate – Change \$310,000 to \$425,000.
 - ii. Increase Budget by "\$805,000."
5. Other Modifications to the Agreement: no change.

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. This Amendment will become a part of the referenced Agreement when executed by both parties.

Diversion Board of Authority:

CH2M HILL ENGINEERS, INC.:

Signature _____
Name Darrell Vanyo
Title Chairman
Date _____

Signature _____
Name Thomas J. Helgeson
Title Vice President and Area Manager
Date _____

Finance Committee Bills for August 2015

Vendor	Description	Amount
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - General Legal Matters for June	\$8,674.34
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - LEERDS Matters for June	\$4,783.60
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - General Legal Matters for July	\$8,648.11
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - LEERDS Matters for July	\$3,587.85
United States Geological Survey	River level information	\$26,150.00
Cass County Joint Water Resource District	Reimburse Diversion bills	\$2,042,074.45
Ohnstad Twichell, P.C.	Legal Services through 6/21/2015 - US Bank Loan	\$4,232.07
Dorsey & Whitney	Legal Services Rendered through 6/30/2015	\$ 103,914.65
Total Bills Received in July		<u>\$ 2,176,371.17</u>

Erik R. Johnson & Associates, Ltd
Attorneys at Law

Erik R. Johnson - Nancy J. Morris - Jason T. Loos
505 Broadway - Suite 206
Fargo, ND 58102
(701) 280-1901

Invoice #
2285-

Invoice

City of Fargo -- Auditor's Office
Attn: Kent Costin
200 North 3rd Street
Fargo, ND 58102

Date	6/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood -- General legal matters: Erik Johnson-May 26 thru June 25--itemization enclosed	34.9	204.00	7,119.60
Nancy J Morris-May 26 thru June 25--itemization enclosed	6.6	178.50	1,178.10
North Dakota Telephone Company - Conference call bridges		376.64	376.64
<i>We appreciate your business.</i>			TOTAL: \$8,674.34

Client: City of Fargo
Job: Metro Flood - General Legal

Atty	DATE	DESCRIPTION	TIME
E	5/26/2015	Conference call	0.7
E	5/26/2015	Conference cal with Dorsey and Matt Sagsveen	0.6
E	5/27/2015	Review communication and review correspondenfrom VK	0.7
E	5/28/2015	Call with Cattanach; conferenc call with Pat Zavoral, et al. and followup with Cattanach	1.7
E	5/31/2015	Communication exchange; review recently filed briefs and declaration	1.8
E	6/1/2015	Email; review brief; conference call with Pat Zavoral and Dorsey; DPP matters	1.6
E	6/2/2015	Call re: OHB levee	0.8
E	6/3/2015	Communication re: open record request	0.6
E	6/4/2015	Attend administrative advisory meeting; emails; open records response; calls with Pat Zavoral	1.9
E	6/5/2015	Conference call with Cattanach and Pat Zavoral	1
E	6/8/2015	Communication; phone call; conference at 11:30 and followup	2.5
E	6/8/2015	Prepare for meeting with Oxbow builders; meeting at Ae2S and meeting at Homebuilders Assn.	2.8
E	6/9/2015	Communication with Bob and others	0.2
E	6/10/2015	Work on Dakota JPA bylaws; suggestion motion; preparation for meeting; emails; attend PPA prep session; and prepare for that meeting	4.1
E	6/11/2015	Prepare bylaws and suggestion motion and prepare for executive session; attend Diversion Board of Authority and Dakota MF Board meeting thereafter; attend PPA discussion and working lunch; telephone conference with Dorsey re: intervention	7.6
E	6/15/2015	Miscellaneous communication	0.3
E	6/16/2015	Meeting re: Oxbow MOU and miscellaneous email	1.3
E	6/17/2015	Communication with Nyhoff, etc.	0.5
E	6/17/2015	Attend conference call with Nyhof and conference with Nyhof re: Oxbow MOU and communication	0.7
E	6/18/2015	Attend administrative advisory board and communication re: litigation	1.3
E	6/19/2015	Attend status conference call with Judge Tunnheim and communication thereafter with Dorsey etc; work on clarification	2.2
Total Time - ERJ			34.90
Hourly Rate - ERJ			\$ 204.00
Total Fees - ERJ			\$ 7119.60
N	6/4/2015	Correspondence re: contract assignment; Administrative meeting	2
N	6/8/2015	Review docs re: Indemnity & correspond	0.6
N	6/11/2015	Diversion Authority meeting & executive session	2.5
N	6/12/2015	Review & research BID irregularity, not timely received & correspond	1.5

Erik R. Johnson & Associates, Ltd
Attorneys at Law

Erik R. Johnson - Nancy J. Morris - Jason T. Loos

505 Broadway - Suite 206

Fargo, ND 58102

(701) 280-1901

Invoice #

2284-

Invoice

City of Fargo -- Auditor's Office
Attn: Kent Costin
200 North 3rd Street
Fargo, ND 58102

Date

6/25/2015

Description	Qty	Rate	Amount
Metro Flood -- LEERDS: Nancy J Morris-May 26 thru June 25--itemization enclosed Cass County Recorder: Park Dist./2nd St Project	25.6	178.50	4,569.60
		214.00	214.00
<i>We appreciate your business.</i>		TOTAL: \$4,783.60	

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
N	5/26/2015	Correspondence re: Brodshaug property	0.6
N	5/27/2015	Correspondence re: Brodshaug property; Correspondence re: Professional Associates acquisition status; Correspondence re: home move/acquisition status	3.8
N	5/28/2015	House moving correspondence; Orten Brodshaug correspondence re: property acquisition	1.5
N	6/1/2015	Park East status spreadsheet review; Acquisition call; in town levee	2.6
N	6/2/2015	Review correspondence re: HoJo & sewer line; vacate street easement; correspond	1
N	6/3/2015	Acquisition meeting discussion & correspond; Correspondence re: land acquisition status	1.3
N	6/4/2015	Phone call w/ Scott Liudahl re: house move; Correspondence re: house move - Tony Flaa	1.5
N	6/5/2015	Fargo parcels & Park District meeting	1
N	6/9/2015	Correspondence re: Habitat access	0.5
N	6/11/2015	Professional Associates easement re: slope work & phone call w/ Chris; Land Management meeting	1.5
N	6/12/2015	Correspondence re: library property & other City property; Phone call w/ Shawn Bondly & correspondence re: Country Club & homes; Correspondence re: Park District easements & file review; Professional Building correspondence & easement revisions; Professional Building revise easement	2.3
N	6/15/2015	In town levee meeting; correspondence re: house move	2
N	6/16/2015	Professional Building revisions & correspond	0.5
N	6/22/2015	Professional Building & library; correspondence re: buyout status of Fargo Public Schools	1.5
N	6/23/2015	Fargo Public Schools meeting & correspondence; Correspondence re: FPS	1
N	6/24/2015	Correspondence re: valuation of Park District properties; Fargo Public Schools meeting re: acquisition, review file	1.5
N	6/25/2015	Review correspondence re: house move and status	0.5
N	6/17/2015 - 6/19/15	Professional Associates Building & Park District Easements	1

Total Time	25.60
Hourly Rate \$	178.50
Total Fees - NJM \$	4569.60

Erik R. Johnson & Associates, Ltd.
Attorneys at Law
505 Broadway Street North – Suite 206
Fargo, ND 58102
Phone: (701) 280-1901
Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

July 25, 2015
Invoice No. 2298

RE: Metro Flood Project – General Legal Matters

For Legal Services Rendered Through July 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 7,787.70
Total for Current Disbursements and Service Charges	\$ 860.41
Total for Current Invoice	\$ 8,648.11
Summary of Account	
*Prior Balance Due	\$ 0
Total Amount Due	\$ 8,648.11

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

We appreciate your business.

Erik R. Johnson & Associates, Ltd.
Attorneys at Law
505 Broadway Street North – Suite 206
Fargo, ND 58102
Phone: (701) 280-1901
Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

July 25, 2015
Invoice No. 2297

RE: Metro Flood Project – LEERDS Matters

For Legal Services Rendered Through July 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 3,587.85
Total for Current Disbursements and Service Charges	\$ 0
Total for Current Invoice	\$ 3,587.85

Summary of Account

*Prior Balance Due	\$ 0
Total Amount Due	\$ 3,587.85

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

We appreciate your business.

Worden, Heather

From: John.Glatzmaier@CH2M.com
Sent: Wednesday, July 08, 2015 8:37 AM
To: Worden, Heather
Cc: Bruce.Spiller@CH2M.com; Jeremy.Higgins@CH2M.com; JBullock@cityoffargo.com; 'KCostin@cityoffargo.com'; Montplaisir, Michael; Berndt, Keith
Subject: FW: U.S. Geological Survey Bill Request
Attachments: US Geological Survey Bill Request.pdf

Hi Heather – I have reviewed this USGS invoice and approve of the charges.

John Glatzmaier
Project Manager
D 1 651 365 8526
M 1 651 253 5910

CH2M
www.ch2m.com

From: Spiller, Bruce/FMH
Sent: Tuesday, June 30, 2015 5:41 PM
To: Glatzmaier, John/MSP
Subject: FW: U.S. Geological Survey Bill Request

From: Worden, Heather [<mailto:WordenH@casscountynd.gov>]
Sent: Monday, June 29, 2015 9:44 AM
To: Spiller, Bruce/FMH
Cc: Berndt, Keith; Montplaisir, Michael; Costin, Kent; 'jbullock@cityoffargo.com'
Subject: U.S. Geological Survey Bill Request

Good morning, Bruce.

Keith asked that I forward this to you to see if the bill is alright to be paid.

Heather Worden, Administrative Assistant
Cass County Commission
211 9th Street South
PO Box 2806
Fargo ND 58108-2806
(701) 241-5609

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Bill #: 90355993
Customer: 6000004364
Date: 06/22/2015
Due Date: 08/21/2015

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Doug Verdouw, Admin. Officer Phone: (701) 250-7403

Remit Payment To: United States Geological Survey
P.O. Box 71362
Philadelphia, PA 19176-1362

**COPY FOR YOUR
INFORMATION**

Payer: Metro Flood Project Diversion Authority
211 9th Street S
Fargo ND 58108-2806

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
06/22/2015	Water level information for the Sheyenne River, Maple River, Wild Rice River, and the Red River. April 2015 - June 2015 14EMNS0002014YZ	1	26,150.00	1	26,150.00

Amount Due this Bill: 26,150.00

Accounting Classification:
Sales Order: 42767
Sales Office: GENS
Customer: 6000004364
Accounting #: 10470751

TIN: 454094031

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Bill #: 90355993
Customer: 6000004364
Date: 06/22/2015
Due Date: 08/21/2015

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Doug VerDouw, Admin. Officer Phone: (701) 250-7403

Remit Payment To: United States Geological Survey
P.O. Box 71362
Philadelphia, PA 19176-1362

Payer: Metro Flood Project Diversion Authority
211 9th Street S
Fargo ND 58108-2806

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
06/22/2015	Water level information for the Sheyenne River, Maple River, Wild Rice River, and the Red River. April 2015 - June 2015 14EMNS0002014YZ	1	26,150.00	1	26,150.00
Amount Due this Bill:					26,150.00

Accounting Classification:
Sales Order: 42767
Sales Office: GENS
Customer: 6000004364
Accounting #: 10470751

TIN: 454094031



August 4, 2015

Cass County
Joint Water
Resource
District

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

Mark Brodshaug
Chairman
Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Raymond Wolfer
Manager
Argusville, North Dakota

Greetings:

RE: Fargo-Moorhead Area Diversion
In-Town Levee Project
Access and Diversion Project Assessment Committee (DPAC)
Oxbow-Hickson-Bakke Ring Levee
Oxbow Golf and Country Club – Golf Course Construction

Enclosed please find copies of bills totaling \$2,042,074.45 regarding the above referenced projects. The breakdown is as follows:

Access issues	\$ 93,810.46
In-Town Levee Project	1,162,519.93
DPAC	8,740.89
Oxbow-Hickson-Bakke Ring Levee	475,691.82
Oxbow Golf and Country Club	301,311.35

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 July 7, 2014.

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

Carol Harbeke Lewis
Secretary-Treasurer
1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES

8/4/15

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/9/2015	6/25/2015	136105	100007	1,008.00	Ohnstad Twichell, P.C.	Legal - right of entry
7/9/2015	6/25/2015	136114	130007	20,688.68	Ohnstad Twichell, P.C.	Legal - right of way acquisition
7/9/2015	6/25/2015	136104	90007	481.00	Ohnstad Twichell, P.C.	Legal - Open records
3/26/2010	3/23/2010	100173	90007	4,866.56	Ohnstad Twichell, P.C.	Legal - JPA, meetings
4/27/2011	5/22/2011	107438	90007	10,914.47	Ohnstad Twichell, P.C.	Legal - Meetings, research
5/24/2011	6/16/2011	107973	90007	4,197.00	Ohnstad Twichell, P.C.	Legal - JPA, insurance, meetings
7/7/2011	6/16/2011	108437	90007	2,745.00	Ohnstad Twichell, P.C.	Legal - conflict analysis, JPA, Meetings
8/15/2011	7/26/2011	109069	90007	2,820.00	Ohnstad Twichell, P.C.	Legal - JPA, meetings
8/26/2011	8/23/2011	109506	90007	495.00	Ohnstad Twichell, P.C.	Legal - Research, meetings
10/20/2011	9/26/2011	110063	90007	1,717.23	Ohnstad Twichell, P.C.	Legal - coverage issues, meetings, research
11/1/2011	10/26/2011	110671	90007	1,170.00	Ohnstad Twichell, P.C.	Legal - open meetings, MnDak, meetings
11/23/2011	11/15/2011	111077	90007	1,511.27	Ohnstad Twichell, P.C.	Legal - CH2MHill agreement, JPA, meetings
12/19/2011	12/14/2011	111615	90007	645.00	Ohnstad Twichell, P.C.	Legal - CH2MHill agreement, coverage issues
1/27/2012	1/24/2012	112129	90007	735.00	Ohnstad Twichell, P.C.	Legal - RFQ, meeting
2/24/2012	2/21/2012	112595	90007	1,136.00	Ohnstad Twichell, P.C.	Legal - JPA, NDIRF coverage, meetings
4/12/2012	3/27/2012	113285	90007	2,672.00	Ohnstad Twichell, P.C.	Legal - R.O.D. process, JPA, SWC agreement
5/24/2012	5/21/2012	114438	90007	368.00	Ohnstad Twichell, P.C.	Legal - Diversion bonds, assessment statute
6/28/2012	6/25/2012	114917	90007	3,864.80	Ohnstad Twichell, P.C.	Legal - assessments, SWC agreements, meetings
8/9/2012	7/24/2012	115516	90007	736.00	Ohnstad Twichell, P.C.	Legal - JPA review
9/14/2012	8/27/2012	116018	90007	1,744.00	Ohnstad Twichell, P.C.	Legal - assessment statute, research, JPA
9/28/2012	9/25/2012	116356	90007	6,644.50	Ohnstad Twichell, P.C.	Legal - assessment, research
10/25/2012	10/22/2012	116810	90007	3,211.80	Ohnstad Twichell, P.C.	Legal - JPA, assessment districts, research
12/17/2012	12/10/2012	117917	90007	48.00	Ohnstad Twichell, P.C.	Legal - Review Dorsey bill
12/17/2012	11/29/2012	117540	90007	1,240.94	Ohnstad Twichell, P.C.	Legal - assessment statutes, meeting
1/25/2013	1/22/2013	118545	90007	1,184.00	Ohnstad Twichell, P.C.	Legal - Meetings, MOU
2/28/2013	2/26/2013	119200	90007	1,003.00	Ohnstad Twichell, P.C.	Legal - Flood plain statutes, meetings
3/28/2013	3/26/2013	119771	90007	160.00	Ohnstad Twichell, P.C.	Legal - Appropriations amendments
4/25/2013	4/24/2013	120373	90007	448.00	Ohnstad Twichell, P.C.	Legal - SWC Budget, review floor testimony
5/23/2013	5/20/2013	120886	90007	320.00	Ohnstad Twichell, P.C.	Legal - Authority meeting
9/13/2013	8/23/2013	122583	90007	880.00	Ohnstad Twichell, P.C.	Legal - JPA, meetings
9/26/2013	9/24/2013	123049	90007	936.12	Ohnstad Twichell, P.C.	Legal - Review Dorsey bill
11/14/2013	10/22/2013	123570	90007	898.00	Ohnstad Twichell, P.C.	Legal - Review motion, meetings
12/20/2013	11/26/2013	124413	90007	342.04	Ohnstad Twichell, P.C.	Legal - Dorsey motion, Oxbow MOU
2/13/2014	1/24/2014	125446	90007	1,015.60	Ohnstad Twichell, P.C.	Legal - Review DA motion, MN DNR letter
3/27/2014	3/26/2014	126831	90007	680.00	Ohnstad Twichell, P.C.	Legal - Research Admin code, statutes
5/8/2014	4/30/2014	127528	90007	3,247.35	Ohnstad Twichell, P.C.	Legal - Oxbow ring levee construction, meetings
6/12/2014	5/27/2014	128108	90007	1,530.00	Ohnstad Twichell, P.C.	Legal - JPA second amendment, bonds
8/15/2014	7/25/2014	129135	90007	221.00	Ohnstad Twichell, P.C.	Legal - lawsuit conference call
8/28/2014	8/26/2014	129686	90007	170.00	Ohnstad Twichell, P.C.	Legal - review Judge Tunheim's order
9/29/2014	9/23/2014	130279	90007	136.00	Ohnstad Twichell, P.C.	Legal - insurance issues
11/13/2014	10/27/2014	130944	90007	680.00	Ohnstad Twichell, P.C.	Legal - insurance issues, floodplain statutes
12/12/2014	11/25/2014	131471	90007	374.00	Ohnstad Twichell, P.C.	Legal - Diversion permitting issues, Limited JPA
2/12/2015	1/26/2015	132640	90007	221.00	Ohnstad Twichell, P.C.	Legal - Review construction contract documents
5/14/2015	4/28/2015	134461	90007	204.00	Ohnstad Twichell, P.C.	Legal - open records request
6/11/2015	5/29/2015	135556	90007	1,955.00	Ohnstad Twichell, P.C.	Legal - JPA, tree cutting, insurance
7/23/2015	7/7/2015	52263	R12.00049	1,545.00	Ulteig Engineers	Land Management and Land Acquisition
Total				93,810.46		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
07/09/15	06/23/15			1,015.00	Garret Lungren	Moving benefits
07/09/15	06/22/15			531.66	Benjamin Otto	Moving costs
7/9/2015	6/21/2015			1,015.00	Matthew Nielsen	Moving costs
7/9/2015	6/23/2015			2,083.34	Scott Jezusko	Moving costs and rental assistance
7/9/2015	6/23/2015			1,610.00	Alexander Upton	Moving costs and rental assistance
7/9/2015	6/23/2015			499.50	A-1 Services of Fargo-Moorhead, Inc.	Moving costs for Alexander Upton
7/9/2015	6/24/2015			2,141.66	Sean Klaseus	Moving costs and rental assistance
7/9/2015	6/11/2015			1,190.00	Michael Thomas	Moving costs
7/9/2015	5/29/2015			3,169.14	Fettes Transportation Systems	Moving costs for Carol and Philip Stratton
7/9/2015	6/1/2015			2,149.00	Mark Nisbet	Moving costs and rental assistance
7/9/2015	6/18/2015			1,330.00	Thomas Hocking	Moving benefits
7/9/2015	6/24/2015			1,595.00	Leonard Sliwoski	Moving costs
7/9/2015	6/24/2015			1,995.00	Brittney Scharer	Rental assistance
7/9/2015	6/24/2015			1,191.00	A-1 Services of Fargo-Moorhead, Inc.	Moving costs for Robert Muth
7/9/2015	6/24/2015			135.00	Robert Muth	Moving costs
7/9/2015	6/22/2015			665.00	Grant Christensen	Moving costs
7/9/2015	6/24/2015			2,141.66	Joseph Schultz	Moving costs and rental assistance
7/9/2015	7/1/2015			8,175.00	Amiy Varma	Moving costs and rental assistance
7/9/2015	7/1/2015			6,055.00	Trent Seter	Moving costs and rental assistance
7/9/2015	6/29/2015			15,540.00	Ryan Babb	Rental assistance
7/9/2015	7/2/2015			507.50	Nick Withnell	Moving costs
7/9/2015	7/1/2015			2,590.00	Brooke Testad	Moving costs and rental assistance
7/9/2015	7/1/2015			2,590.00	Rebeka Schwendemann	Moving costs and rental assistance
7/9/2015	7/1/2015			2,502.50	Steven Ystebo	Moving costs and rental assistance
7/9/2015	6/17/2015			378.00	John and Barbara Crabtree	Moving costs and closing costs
7/9/2015	6/17/2015			8,532.34	Jobbers Moving and Storage	Moving costs for John and Barbara Crabtree
7/9/2015				-1,280.07	Cass County Joint WRD	Overpayment for John and Barbara Crabtree
7/10/2015	7/9/2015			18,000.00	The Bank of New York Mellon Trust Co NA	BNSF Railway purchase-earnest money
7/10/2015	7/9/2015			2,000.00	BNSF Railway Company	Broker processing fee
7/10/2015	7/10/2015			39,900.00	Professional Associates, LLC	Purchase property
7/16/2015	7/1/2015			420.33	Priyanka Singh and Dallas Graten	Park East Apt deposit return
7/16/2015	7/1/2015			364.38	Josh Gonzales and Marcus Kornkven	Park East Apt deposit return
7/16/2015	7/1/2015			463.50	Matt Nielsen	Park East Apt deposit return
7/16/2015	7/1/2015			753.07	Lynn Shima	Park East Apt deposit return
7/16/2015	7/1/2015			431.00	Chuck Aldrich	Park East Apt deposit return
7/16/2015	7/1/2015			422.50	Gayle Thune	Park East Apt deposit return
7/16/2015	7/1/2015			1,007.30	Jeffrey Smith	Park East Apt deposit return
7/16/2015	7/10/2015			457.16	Blossom Chwialkowski and Trent Seter	Park East Apt deposit return
7/16/2015	7/10/2015			261.40	Ryan Babb	Park East Apt deposit return
7/16/2015	7/10/2015			982.73	Jared Rice and Matt Gleason	Park East Apt deposit return
7/16/2015	7/10/2015			1,172.57	Curt Christensen	Park East Apt deposit return
7/16/2015	7/10/2015			262.49	Michael Thomas	Park East Apt deposit return
7/24/2015	6/24/2015			1,595.00	Brian Blake	Final residential move cost claim

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/24/2015	7/2/2015			2,218.43	Mathew Gleason	Final residential move and rental assistance claim
7/24/2015	7/2/2015			2,015.78	Jared Rice	Final residential move and rental assistance claim
7/24/2015	7/2/2015			473.34	Brady Davidson	Final residential move cost claim
7/24/2015	7/9/2015			2,083.34	Christopher Haug	Final residential move and rental assistance claim
7/24/2015	7/10/2015			2,705.00	Jeffrey Smith	Final residential move and rental assistance claim
7/24/2015	7/7/2015			4,283.06	Amber Nagengast and Carly Sturlaugson	Final residential move and rental assistance claim
7/24/2015	7/10/2015			531.66	Jennifer Vanderheiden	Final residential move cost claim
7/24/2015	7/8/2015			1,189.85	Kelly Lindstrom	Final rental assistance
7/24/2015	7/8/2015			4,830.00	Leonard Sliwoski	Final rental assistance
7/24/2015	7/14/2015			72.17	John and Barbara Crabtree	Residential move cost claim
7/24/2015	6/23/2015			2,700.85	Fettes Transportation Systems	Moving costs for Elizabeth and Erin LaVenuta
7/24/2015				1,000,000.00	Spirit Properties, Inc.	Relocation assistance for Sidestreet Grille
7/31/2015	7/24/2015	PE 3-105		1.74	Brian Blake	Deposit return
7/31/2015	7/24/2015	PE 1-209		297.95	Della Barton	Deposit return
7/31/2015	7/24/2015	PE 1-106		416.63	Carol Tollefson	Deposit return
7/31/2015	7/24/2015	PE 5-405		654.40	Michael Smith	Deposit return
7/31/2015	7/24/2015	PE 5-401		868.60	Nicholas Withnell	Deposit return
7/31/2015	7/24/2015	PE 3-102		2.33	Leonard Sliwoski	Deposit return
7/31/2015	7/24/2015	PE 5-103		520.50	Amiy Varma	Deposit return
7/31/2015	7/24/2015	PE 1-105		404.00	Garrul Lungren	Deposit return
7/9/2015	6/30/2015			5,000.00	Coldwell Banker First Realty	Management fee for Park East Apt
7/16/2015	7/15/2015			5,000.00	Coldwell Banker First Realty	Funds to pay building invoices
7/9/2015	6/25/2015			111.50	Sentry Security, Inc	Security patrol services for Park East Apt
7/9/2015	6/27/2015			357.25	Sentry Security, Inc.	Security patrol services for Park East Apt
7/23/2015	7/11/2015	4607		2,240.88	Sentry Security, Inc.	Security patrol services for Park East Apt
7/15/2015				-15,000.00	Miracle Cooke Company	Purchase property and damage deposit
Total				1,162,519.93		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/25/2015	7/9/2015	136109	120007	637.11	Ohnstad Twichell, P.C.	Legal - Diversion project assessment district
6/25/2015	7/9/2015	136151	150007	2,596.00	Ohnstad Twichell, P.C.	Legal - Garaas appeal of assessment district
7/23/2015	6/30/2015	44003	P11473-2012-000	5,507.78	AEZs	Financial Services - development & implementation
Total				8,740.89		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/9/2015	6/25/2015	136123	140007	13,167.50	Ohnstad Twichell, P.C.	Legal - purchase agreements
7/9/2015	6/26/2015	15066		13,902.75	HCI	Erosion control
7/24/2015	7/9/2015	CS3839	1047	3,110.00	Wanzek Construction Inc	Crane to offload pipe
7/9/2015	6/1/2015			1,884.63	Brenda Kaspari	Closing costs
7/9/2015	5/22/2015			9,517.53	Jason Ingebrigtsen	down payment on blinds
7/24/2015				9,647.00	A-1 Services of Fargo-Moorhead, Inc.	moving costs for Jeffrey and Cindy Fisher
7/24/2015				1,078.00	Brenda Kaspari	moving costs
7/24/2015				21,611.01	Brenda Kaspari	final moving costs
7/24/2015	7/6/2015			53,753.18	City of Kindred	lot specials - Joey and Jolene Sauvageau
7/24/2015				665.00	Aaron Brakke	moving costs
7/24/2015				3,510.00	Steve and Michelle Losing	moving costs
7/24/2015	6/12/2015			5,399.50	Steve and Michelle Losing	deck down payment
7/24/2015				2,460.00	Grant and Debra Retzlaff	moving costs
7/24/2015				2,547.50	Jason Ingebrigtsen	moving costs
7/9/2015	7/1/2015			250.00	Cass Rural Water Users	Service to 345 Schnell Drive
7/24/2015	7/7/2015			126.48	Cass County Electric Coop	service to 5059 Makenzie Circle
7/24/2015	7/7/2015			30.35	Cass County Electric Coop	Service to 345 Schnell Drive
7/24/2015	7/15/2015			45.23	Cass County Electric Coop	service to 17495 52 St SE
7/24/2015	7/7/2015			33.16	Cass County Electric Coop	service to 349 Schnell Drive
7/24/2015	7/7/2015			31.05	Cass County Electric Coop	service to 357 Schnell Drive
7/9/2015	6/30/2015	64911		307,378.00	Federal Steel Supply, Inc.	42in steel pipe
7/23/2015	6/30/2015	16301	2830-00	25,543.95	ProSource Technologies, LLC	project management, acquisition, relocation
Total				475,691.82		

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/9/2015	6/23/2015	98214-02	98214	146,654.99	Oxbow Golf and Country Club	DFI Bridge Corp Invoice - bridge construction
7/9/2015	6/29/2015	4501490		2,127.87	Oxbow Golf and Country Club	Biersbach Invoice - equipment rental for pumping
7/9/2015	6/29/2015	10445	18229	142.70	Oxbow Golf and Country Club	Moore Eng Invoice - construction staking
7/9/2015	7/6/2015	6		13,000.00	Oxbow Golf and Country Club	Gary Killebrew - consultant fees
7/24/2015	7/8/2015	98214-03	98214	63,214.39	Oxbow Golf and Country Club	DFI Bridge Corp Invoice - bridge construction
7/24/2015	7/8/2015		1470	3,673.31	Oxbow Golf and Country Club	Landscapes Unlimited-erosion control
7/24/2015	7/9/2015		15013	72,498.09	Oxbow Golf and Country Club	MBA - construction services
Total				301,311.35		
Grand Total				2,042,074.45		

OHNSTAD TWICHELL, P.C.
 901 13TH AVENUE EAST
 PO BOX 458
 WEST FARGO ND 58078-0458
 WK 701-282-3249 FAX 701-282-0825
 Federal I.D. #45-0310621

May 29, 2015

	Invoice #	135696	
Our file#	140064	00002	JTS
		Billing through	05/29/2015

**CASS COUNTY
 COUNTY AUDITOR
 PO BO 2806
 FARGO, ND 58108-2806**

DIRECT FUNDED LOAN OF 2015

PROFESSIONAL SERVICES

04/23/2015	Review term Sheet; conference call with Finance team and draft consent resolution for Cass County.	
04/24/2015	Read and make corrections to county resolution.	
04/24/2015	Complete resolution for County.	
04/29/2015	Review and respond to e-mail from County; review resolution and prepare for commission meeting.	
04/30/2015	Review and respond to e-mail from Fargo's bond counsel.	
05/01/2015	Respond to Fargo attorneys request for resolution forms.	
05/04/2015	Attend Cass County Commission meeting.	
05/05/2015	Review loan documents and e-mail correspondence regarding comments.	
05/05/2015	Attend telephone conference.	
05/07/2015	Telephone conference regarding bond issue.	
05/07/2015	Review Fargo resolution.	
05/12/2015	Draft resolution approving loan agreement amendment.	
05/15/2015	Review and respond to e-mail from attorneys for US bank:re resoliosn for approval of first amendment.	
05/18/2015	Drive to and from Cass County Commission; attend commission meeting and respond to questions.	
05/19/2015	E-mail bond counsel for the city of fargo attached resolutions; e-mail attorney for US bank attached resolutions.	
05/25/2015	Draft Cass County Counsel Opinion for current issue; review supplemental intergovernmental agreement; review multiple resolutions; review other resolutions review 8038; complete item checklist for first amendment.	
05/26/2015	Interoffice conference with attorney John Shockley; draft Certificate of City Auditor and Certificate of County Auditor; draft letter to Mike Montplaisir enclosing Certificate and signature page to First Amendment for execution.	
	Total fees for this matter	\$2,397.50

EXPENSES

Billing Summary

Total professional services	\$2,397.50
Total of new charges for this invoice	<u>\$2,397.50</u>
Total balance now due	<u><u>\$2,397.50</u></u>

OHNSTAD TWICHELL, P.C.
 901 13TH AVENUE EAST
 PO BOX 458
 WEST FARGO ND 58078-0458
 WK 701-282-3249 FAX 701-282-0825
 Federal I.D. #45-0310621

June 30, 2015

**CASS COUNTY
 COUNTY AUDITOR
 PO BO 2806
 FARGO, ND 58108-2806**

	Invoice #	136332	
Our file#	140064	00002	JTS
	Billing through		06/21/2015

DIRECT FUNDED LOAN OF 2015

Balance forward as of invoice dated	05/29/15	\$2,397.50
Accounts receivable balance carried forward		\$2,397.50

PROFESSIONAL SERVICES

05/27/2015	Attend conference call.	
05/27/2015	Review and respond to US Bank's attorney.	
05/28/2015	Review and prepare cover letter regarding county bond issue.	
05/28/2015	Review documents and approve; revise date on opinions; e-mail correspondence and respond as needed.	
05/29/2015	Draft letter to Paul Tietz enclosing bond documents.	
05/29/2015	Attend telephone conference and review closing memo.	
05/29/2015	Review closing e-mail and instructions for approval of second amendment.	
06/02/2015	Prepare resolutions for county and for city; e-mail correspondence with city and county; review second amendment and send e-mail to Nixon Peabody.	
06/09/2015	Review agenda and prepare for meeting to discuss second amendment.	
06/15/2015	Attend Cass County Commission meeting and present amendment number 2 to County Loan agreement.	
06/18/2015	Review and respond to bank attorney's e-mail.	
	Total fees for this matter	\$1,817.50

EXPENSES

06/01/2015	UPS package delivered to Gray Pannell & Woodward LLP on 05/29/2015 from attorney John T Shockley	\$14.47
06/21/2015	Photocopies	\$2.60
	Total expenses for this matter	\$17.07

Billing Summary

Total professional services	\$1,817.50
Total expenses incurred	\$17.07
Total of new charges for this invoice	<u>\$1,834.57</u>
Plus net balance forward	\$2,397.50
Total balance now due	<u><u>\$4,232.07</u></u>



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

July 29, 2015
Invoice No. 3217853

RECEIVED
BY _____ DATE 8-3-15

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

For Legal Services Rendered Through June 30, 2015

INVOICE TOTAL

Total For Current Legal Fees	\$102,510.50
Total For Current Disbursements and Service Charges	\$1,404.15
Total For Current Invoice	\$103,914.65

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

Mailing Instructions:
Dorsey & Whitney LLP
P.O. Box 1080
Minneapolis, MN 55480-1680

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

ABA Routing Number: 09100022
Account Number: 1602-3010-8500
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

**FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 7/31/2015**

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	15,733,922	50,275,833
Cass County	443,138	7,652,681	7,072,961	19,373,131	15,733,922	50,275,833
State Water Commission	-	-	3,782,215	602,918	19,071,829	23,456,962
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	3,496,428	11,172,407
Lease/Rental Payments	-	-	17,358	154,180	180,341	351,879
Asset Sales	-	-	-	616,774	69,702	686,476
Miscellaneous	-	-	1,705	626	427	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	54,286,571	136,222,149

Expenditures						
7905 Army Corp Payments	-	-	875,000	1,050,000	1,425,000	3,350,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	104,435	789,689
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	2,511,382	20,366,743
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	2,196,916	18,374,420
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	35,537,495	59,206,541
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	625	331,075
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	7,225,953	8,964,591
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	4,316,480	15,598,984
7955 Construction Management	-	-	-	556,209	1,317,948	1,874,157
7990 Project Financing	-	50,000	70,000	216,376	158,425	494,801
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	7,527,861
						-
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	54,794,659	137,629,381

FM Diversion Authority
FY 2015 Summary Budget Report (In Thousands)
October 1, 2014 through December 31, 2015
As of July 31, 2015

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	3,450	22,204			36,836
Cass County	59,040	3,450	22,204			36,836
State of ND - 50% Match	57,200	1,459	17,022			40,178
State of ND - 100% Match	35,800	1,375	5,337			30,463
State of Minnesota	-	-	-			-
Other Agencies	13,120	767	4,934			8,186
Financing Proceeds	-	-	-			-
Sale of Assets	-	-	70			(70)
Property Income	-	6	193			(193)
Miscellaneous	-	-	0			(0)
Total Revenue Sources	224,200	10,505	71,964			152,236
Funds Appropriated						
Army Corp Local Share	525	525	1,425		-	(900)
Management Oversight	7,200	480	5,480	76%	4,114	(2,394)
Technical Activities	16,575	703	5,580	34%	3,962	7,033
Land Acquisitions	106,700	5,520	41,468	39%	26,827	38,405
Construction	91,300	3,128	18,609	20%	29,061	43,630
Mitigation	-	-	-		-	-
Other Costs	1,900	9	274	14%	350	1,276
Total Appropriations	224,200	10,366	72,836	32%	64,314	87,050

**FM Diversion Authority
Summary of Cash Disbursements July 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	7/31/2015	JF20150710	CITY OF FARGO	720.00	CHARGE COF TIME - 07/15	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				\$720.00			
790-7905-429.33-42	7/10/2015	WIRE	ARMY CORP OF ENGINEERS	525,000.00	ARMY CORP LOCAL SHARE FY 2015	V01101	Army Corp Local Share Pmt
Total Local Share to USACE - Army Corp of Engineers				\$525,000.00			
790-7910-429.33-25	7/15/2015	259962	OXBOW, CITY OF	3,763.94	OXBOW LEGAL SERVICES	V02407	OXBOW MOU-LEGAL SERVICES
	7/29/2015	260304	OXBOW, CITY OF	133.99	FILE #140062	V02407	OXBOW MOU-LEGAL SERVICES
	7/29/2015	260304	OXBOW, CITY OF	57.00	FILE #140062	V02407	OXBOW MOU-LEGAL SERVICES
	7/29/2015	260304	OXBOW, CITY OF	4,890.00	FILE #4034A	V02407	OXBOW MOU-LEGAL SERVICES
Total WIK - General & Admin. - Legal Services				\$8,844.93			
790-7910-429.38-68	7/15/2015	259860	FREDRIKSON & BYRON, PA	3,000.00	FMDA LOBBYIST	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				\$3,000.00			
790-7915-429.33-05	7/15/2015	259962	OXBOW, CITY OF	5,348.50	OXBOW OHB LEVEE PROJECT	V02401	OXBOW MOU-PROJ MGMT ADMIN
	7/15/2015	259962	OXBOW, CITY OF	349.50	OXBOW OHB LEVEE PROJECT	V02402	OXBOW MOU-PRELIM ENGINRNG
	7/15/2015	259962	OXBOW, CITY OF	56,279.44	OXBOW OHB LEVEE PROJECT	V02405	OXBOW MOU-DESN/CONST ENG
	7/29/2015	260304	OXBOW, CITY OF	2,902.05	OXBOW OHB LEVEE	V02401	OXBOW MOU-PROJ MGMT ADMIN
	7/29/2015	260304	OXBOW, CITY OF	675.00	OXBOW OHB LEVEE	V02402	OXBOW MOU-PRELIM ENGINRNG
	7/29/2015	260304	OXBOW, CITY OF	9,817.53	OXBOW OHB LEVEE	V02403	OXBOW MOU-CONCEPT LAYOUTS
	7/29/2015	260304	OXBOW, CITY OF	32,159.68	OXBOW OHB LEVEE	V02405	OXBOW MOU-DESN/CONST ENG
	7/29/2015	260304	OXBOW, CITY OF	4,750.00	OXBOW OHB LEVEE	V02415	OXBOW MOU-H2O QUALITY INF
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	22,017.47	WROK-IN-KIND	V01608	WORK-IN-KIND (WIK)
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	86,650.75	HYDROLOGY & HYDRAULIC MOD	V01609	HYDROLOGY/HYDRAULIC MODEL
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	422,952.98	LEVEE DESIGN & DESIGN SUP	V01613	LEVEE DESIGN & SUPPORT
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	226.50	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	7/29/2015	260344	URS CORPORATION	33,145.85	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				\$677,275.25			
790-7915-429.38-99	7/15/2015	260010	UNITED STATES GEOLOGICAL SURVEY	26,150.00	WATER DISCHARGE COLLECTIO	V02202	H2O LEVEL DISCHARGE CLTN
Total WIK - Project Design - Other Services				\$26,150.00			
790-7920-429.33-05	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	64,672.37	FM DIVERSION PROJECT	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				\$64,672.37			
790-7920-429.33-79	7/15/2015	259962	OXBOW, CITY OF	7,083.33	4/16-5/15 MOU PROJECT	V02410	OXBOW MOU - PROJ MGMT JDA
	7/15/2015	259962	OXBOW, CITY OF	7,083.33	5/16-6/15 MOU PROJECT	V02410	OXBOW MOU - PROJ MGMT JDA
	7/29/2015	260304	OXBOW, CITY OF	7,083.33	OXBOW MOU PROJECT	V02410	OXBOW MOU - PROJ MGMT JDA

**FM Diversion Authority
Summary of Cash Disbursements July 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
Total WIK Construction Mgmt. - Construction Management				\$21,249.99			
790-7930-429.33-05	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	9,818.10	OXBOW-DIVERSION	V01201	Cass Joint Water ROE
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	136,368.55	OXBOW-DIVERSION	V01202	Cass Joint Water DPAC
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	99,946.33	OXBOW-DIVERSION	V01203	Cass Joint Water OHB
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	628.25	BRIDGE DESIGN	V01604	CR-32 & CR-22 BRIDGE DSGN
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	1,285.00	LAND MGMT SERVICES	V01606	LAND MANAGEMENT SERVICES
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	13,059.90	UTILITIES DESIGN	V01610	UTILITIES DESIGN
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	46,778.17	BRIDGE DESIGN PKG	V01611	REACH 6 & CR20 BRIDGE
	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	44,090.62	DESIGN OF WORK PKG 28	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				\$351,974.92			
790-7930-429.33-25	7/15/2015	259838	DORSEY & WHITNEY LLP	29,381.98	DIVERSIN LEGAL SERVICES	V00101	Dorsey Whitney Legal
	7/15/2015	259838	DORSEY & WHITNEY LLP	144,498.21	DIVERSION LEGAL SERVICES	V00101	Dorsey Whitney Legal
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	40,125.98	OXBOW-DIVERSION	V01201	Cass Joint Water ROE
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	22,185.33	OXBOW-DIVERSION	V01202	Cass Joint Water DPAC
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	41,780.86	OXBOW-DIVERSION	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Legal Services				\$277,972.36			
790-7930-429.33-79	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	111,080.39	OXBOW-DIVERSION	V01203	Cass Joint Water OHB
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	31,330.37	OXBOW-DIVERSION	V02807	CASS JOINT WATER IN-TOWN
Total LERRDS - North Dakota - Construction Management				\$142,410.76			
790-7930-429.38-99	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	2,903.00	OXBOW-DIVERSION	V01202	Cass Joint Water DPAC
Total LERRDS - North Dakota - Other Services				\$2,903.00			
790-7930-429.62-51	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	146.02	OXBOW-DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Electricity				\$146.02			
790-7930-429.67-10	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	428,000.00	OXBOW-DIVERSION	V02411	OXBOW MOU-RESIDENT RLCTN
Total LERRDS - North Dakota - Oxbow Replacement Lots				\$428,000.00			
790-7930-429.67-11	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	149,006.76	OXBOW-DIVERSION	V01703	ND LAND PURCH - IN TOWN
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	441,352.81	OXBOW-DIVERSION	V02411	OXBOW MOU-RESIDENT RLCTN
Total LERRDS - North Dakota - Residential Buildings				\$590,359.57			
790-7930-429.67-12	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	120,764.88	LANDSCAPES UNLIMITED	V01204	Cass Joint Water OCC
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	400,080.08	LANDSCAPES UNLIMITED	V01204	Cass Joint Water OCC

**FM Diversion Authority
Summary of Cash Disbursements July 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	186,079.49	OXBOW-DIVERSION	V01204	Cass Joint Water OCC
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	237,803.90	OXBOW-DIVERSION	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Commercial Buildings				\$944,728.35			
790-7930-429.71-30	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	2,103,215.00	OXBOW-DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	671,918.25	OXBOW-DIVERSION	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Land Purchases				\$2,775,133.25			
790-7930-429.74-12	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	6,452.53	OXBOW-DIVERSION	V01202	Cass Joint Water DPAC
Total LERRDS - North Dakota - Computer Software				\$6,452.53			
790-7950-429.73-52	7/29/2015	260257	INDUSTRIAL BUILDERS INC	341,860.00	2ND ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	7/29/2015	260258	INDUSTRIAL CONTRACT SERVICES INC	926,069.05	4TH ST PUMP/2ND ST FLOODW	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				\$1,267,929.05			
790-7950-429.73-70	7/15/2015	260028	702 COMMUNICATIONS	168,902.73	2 ST FLOOD WALL PROJECT	V02804	702 WP42 UTILITY RELOCATE
Total ND Construction - Utilities				\$168,902.73			
790-7952-429.33-05	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	2,897.05	OXBOW-DIVERSION	V01204	Cass Joint Water OCC
Total O/H/B Construction - Engineering Services				\$2,897.05			
790-7952-429.33-79	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	26,000.00	OXBOW-DIVERSION	V01204	Cass Joint Water OCC
Total O/H/B Construction - Construction Management				\$26,000.00			
790-7952-429.44-20	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	2,263.32	OXBOW-DIVERSION	V01204	Cass Joint Water OCC
Total O/H/B Construction - Equipment & Vehicle Rent				\$2,263.32			
790-7952-429.57-60	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	4,237.13	OXBOW-DIVERSION	V01204	Cass Joint Water OCC
Total O/H/B Construction - Out of State Travel Exp				\$4,237.13			
790-7952-429.73-20	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	42,500.00	OXBOW-DIVERSION	V01203	Cass Joint Water OHB
Total O/H/B Construction - Site Improvements				\$42,500.00			
790-7952-429.73-52	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	47,283.00	OXBOW-DIVERSION	V01203	Cass Joint Water OHB
Total O/H/B Construction - Flood Control				\$47,283.00			

**FM Diversion Authority
Summary of Cash Disbursements July 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7952-429.73-53	7/15/2015	259962	OXBOW, CITY OF	789,096.50	WATER, SEWER, STS, DRAIN	V02409	OXBOW MOU-CONST RPLM AREA
	7/29/2015	260304	OXBOW, CITY OF	776,538.09	IMPROVEMENT DIST 2014-1	V02409	OXBOW MOU-CONST RPLM AREA
Total O/H/B Construction - Dams/Reservoirs/Diversion				\$1,565,634.59			
790-7955-429.33-05	7/15/2015	259877	HOUSTON-MOORE GROUP LLC	121,810.39	WORK PACKAGE 42	V02806	CONSTRUCTION SVCS WP42
Total Construction Management - Engineering Services				\$121,810.39			
790-7955-429.33-79	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	260,000.00	OXBOW-DIVERSION	V01203	Cass Joint Water OHB
Total Construction Management - Construction Management				\$260,000.00			
790-7990-429.33-25	7/29/2015	260230	CASS COUNTY JOINT WATER RESOURCE DI	9,078.00	OXBOW-DIVERSION	V01201	Cass Joint Water ROE
Total Project Financing - Legal Services				\$9,078.00			
Total Disbursed for Period				\$10,365,528.56			

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of July 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	90,044,026.17	56,624,589.35	33,419,436.82	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	26,571,077.45	20,281,744.26	6,289,333.19	Engineering Services
CH2M HILL ENGINEERS INC	17,860,819.01	15,380,819.01	2,480,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,630,171.59	5,035,811.29	12,594,360.30	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	14,087,678.50	13,574,248.91	513,429.59	City of Oxbow - MOU
INDUSTRIAL BUILDERS INC	8,204,021.00	3,508,680.64	4,695,340.36	2nd St North Pump Station Project
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
ARMY CORP OF ENGINEERS	3,350,000.00	3,350,000.00	-	Local Share
MINNESOTA DNR	2,188,007.43	1,740,211.07	447,796.36	EIS Scoping
DORSEY & WHITNEY LLP	2,181,203.59	2,181,203.59	-	Legal Services
URS CORPORATION	1,745,618.42	1,339,315.60	406,302.82	Engineering Services
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
ENVENTIS	1,440,088.62	115,685.62	1,324,403.00	Utility Relocation
XCEL ENERGY-FARGO	753,641.97	0.00	753,641.97	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	0.00	Engineering Services
DUCKS UNLIMITED	587,180.00	587,180.00	0.00	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	0.00	Engineering Services
RED RIVER BASIN COMMISSION	500,000.00	447,747.40	52,252.60	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	0.00	Land Purchases
AT&T	441,330.44	0.00	441,330.44	Utility Relocation
ERNST & YOUNG	350,000.00	-	350,000.00	Financial Advisor
ERIK R JOHNSON & ASSOCIATES	335,181.93	321,723.99	13,457.94	Digital Imagery Project, Utility Relocation & Accounting Svcs
CITY OF FARGO	326,998.71	326,998.71	-	Legal Services
702 COMMUNICATIONS	275,862.91	269,385.91	6,477.00	Utility Relocation
CASS COUNTY TREASURER	245,565.40	245,565.40	0.00	Property Tax
US BANK	202,706.21	202,706.21	-	Loan Advance Debt Service Payments
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	0.00	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	0.00	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	0.00	135,167.00	Ag Risk Study Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	78,450.00	26,150.00	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services
ULTEIG ENGINEERS INC	100,000.00	0.00	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
TERRACON CONSULTING ENGINEERS	80,000.00	74,545.81	5,454.19	Materials Testing
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	0.00	Easement Purchase for El Zagal Levee

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of July 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	0.00	Legal Services
OHNSTAD TWICHELL PC	60,514.16	60,514.16	-	ROE and Bonding Legal Fees
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	0.00	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	0.00	Stage Gage Installation
GEEKON INC	33,815.36	33,815.36	0.00	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	0.00	Property Management Services
NIXON PEABODY LLC	30,000.00	30,000.00	-	Legal Services
FREDRIKSON & BYRON, PA	21,000.00	21,000.00	0.00	Lobbying Services
WARNER & CO	19,900.00	19,900.00	-	General Liability Insurance
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	0.00	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	0.00	Legal Services
ND WATER USERS ASSOCIATN	5,000.00	5,000.00	0.00	Membership Dues
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	0.00	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
CLAY COUNTY AUDITOR	1,970.00	1,970.00	0.00	Property Tax
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	0.00	Property Insurance - Home Buyouts
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
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	0.00	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	0.00	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	0.00	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	0.00	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	0.00	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	0.00	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	0.00	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	0.00	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	0.00	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of July 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
GRAND TOTAL	\$ 201,943,309.04	\$ 137,629,381.03	\$ 64,313,928.01	

**FM Diversion Authority
In-Town Levee Work
as of July 31, 2015**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,204,021.00	\$ 3,508,680.64
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	80,000.00	74,545.81
V02803	Enventis	2nd Street Utility Relocation	1,440,088.62	115,685.62
V02804	702 Communications	2nd Street Utility Relocation	275,862.91	269,385.91
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,630,771.59	5,036,411.29
V02806	HMG	Services During Construction - Work Package 42	1,550,000.00	451,906.16
V02807	CCJWRD	In-Town Levee Work	1,324,648.53	1,324,648.53
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	34,427.05	34,427.05
V02809	AT & T	2nd Street Utility Relocation	441,330.44	-
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	753,641.97	-
V01703	Various	In-Town Property Purchases	16,952,515.28	12,057,836.92
			<u>\$ 48,835,818.76</u>	<u>\$ 22,873,527.93</u>

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

Time Period for This Request: July 1, 2015 - July 31, 2015

Drawdown Request No: 17	
Requested Amount:	\$ 2,833,772
Total Funds Expended This Period:	\$ 4,292,920
Total Funds Requested at 100% Match	1,374,624
Remaining Funds Requested at 50% Match	2,918,296
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,459,148
Total Funds Requested:	\$ 2,833,772

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
Total State Funds Appropriated	244,000,000
Less: Payment #1 through #35 - City of Fargo	(55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 - FM Diversion Authority	(18,600)
Less: Payment #2 - FM Diversion Authority - REVISED	(782,908)
Less: Payment #3 - FM Diversion Authority - REVISED	(293,590)
Less: Payment #4 - FM Diversion Authority - REVISED	(2,905)
Less: Payment #5 - FM Diversion Authority - REVISED	-
Less: Payment #6 - FM Diversion Authority - REVISED	(238,241)
Less: Payment #7 - FM Diversion Authority	(1,206,310)
Less: Payment #8 - FM Diversion Authority - REVISED	(346,664)
Less: Payment #9 - FM Diversion Authority	(4,949,724)
Less: Payment #10 - FM Diversion Authority	(685,111)
Less: Payment #11 - FM Diversion Authority	(470,398)
Less: Payment #12 - FM Diversion Authority	(1,231,810)
Less: Payment #13 - FM Diversion Authority	(612,361)
Less: Payment #14 - FM Diversion Authority	(1,182,540)
Less: Payment #15 - FM Diversion Authority	(4,501,221)
Less: Payment #16 - FM Diversion Authority	(3,325,169)
Less: Payment #17 - FM Diversion Authority	(2,833,772)
Total Funds Reimbursed	(78,327,572)
Total State Fund Balances Remaining	\$ 165,672,428

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - City of Fargo	\$	47,629,069
Matching Funds Expended To Date - Cass County		291,500
Matching Funds Expended To Date - FM Diversion Authority		5,771,679
Total Matching Funds Expended To Date		53,692,248
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority		(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority		(1,374,624)
Balance of Local Matching Funds Available	\$	6,277,910

Lands Expense - Life To Date
As of July 31, 2015

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Home Buyouts - Fargo										
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	-	2,840.39	47,168.14	2,420.83	-	-	399,699.63
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	-	78,889.24	-	-	-	388,777.48
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	-	8,001.02	-	-	-	238,197.43
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	-	62,362.63	-	-	-	292,345.07
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	-	44,688.72	-	-	-	174,386.97
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	-	777,704.70	-	-	-	9,780,146.90
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	-	44,384.82	-	-	-	273,397.49
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	-	2,295.00	-	-	-	206,752.83
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	-	-	-	-	-	238,513.23
Home Buyouts - Moorhead										
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	-	1,970.00	-	2,247.01	-	(8,440.00)	277,586.92
Home Buyouts - Oxbow										
105 Oxbow Drive, Oxbow ND	11/28/2012	216,651.85	-	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,828.30	-	-	10,599.10	-	19,786.48	(37,617.16)	-	336,596.72
121 Oxbow Drive, Oxbow ND	7/31/2013	378,781.20	-	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	-	2,781.89	-	30,017.65	-	-	136,887.33
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	-	3,143.13	-	13,006.13	(18,000.00)	-	511,119.99
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	-	9,925.43	-	1,473.15	-	-	490,101.56
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	-	-	-	-	310,888.51
Lots 1-3, Block 1, Babe's Addition - Bartram	5/21/2015	2,698,226.97	-	-	-	-	-	-	-	2,698,226.97
326 Schnell Drive, Oxbow, ND	5/13/2015	130,000.00	-	-	-	-	-	-	-	130,000.00
748 Riverbend Rd / 755 River Bend Rd		-	100,000.00	57,928.00	-	-	-	-	-	157,928.00
752 Riverbend Rd / 768 River Bend Rd		-	143,000.00	75,386.41	-	-	-	-	-	218,386.41
349 Schnell Dr / 761 River Bend Rd	6/26/2015	307,600.00	104,000.00	20,000.00	-	-	-	-	-	431,600.00
353 Schnell Dr / 772 River Bend Rd		-	134,000.00	69,313.00	-	-	-	-	-	203,313.00
357 Schnell Dr / 760 River Bend Rd	6/18/2015	469,400.00	114,000.00	20,000.00	-	-	-	-	-	603,400.00
361 Schnell Dr / 764 River Bend Rd		-	111,000.00	23,349.00	-	-	-	-	-	134,349.00
749 Riverbend Rd / 433 Trent Jones Dr		-	104,000.00	91,500.00	-	-	-	-	-	195,500.00
334 Schnell Dr / 751 River Bend Rd		-	114,000.00	32,226.00	-	-	-	-	-	146,226.00
350 Schnell Dr / 769 River Bend Rd		-	101,000.00	34,000.00	-	-	-	-	-	135,000.00
829 Riverbend Rd / 788 River Bend Rd		-	-	8,000.00	-	-	-	-	-	8,000.00
Home Buyouts - Hickson										
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	-	-	-	-	-	785,747.66
Easements - Fargo										
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	-	68,040.72
Easements - Oxbow										
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	-	55,500.00
Farmland Purchases										
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	-	(56,114.10)	-	1,580,115.90

**FM Diversion Authority
Lands Expense - Life To Date
As of July 31, 2015**

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
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	-	-	-	-	-	(121,611.02)	-	3,337,369.68
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	-	(28,029.64)	-	915,530.41
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	5,327.10	-	-	(22,249.56)	-	931,859.76
SW 1/4 2-140-50 - Rust	10/29/2014	955,901.00	-	-	2,265.76	-	-	(11,053.17)	-	947,113.59
Fercho Family Farms, Oxbow ND	3/25/2015	464,600.00	-	-	-	-	-	-	-	464,600.00
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	-	-	-	-	-	(3,786.29)	-	317,599.71
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	-	594,108.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	-	-	-	433,409.00
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	-	-	-	1,196,215.00
Land Purchases										
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	219,899.45	-	-	-	(309,868.60)	394,046.85
Total		32,441,560.35	1,025,000.00	431,702.41	267,894.08	1,065,494.27	102,166.04	(381,004.76)	(686,476.47)	34,136,335.92



US Army Corps
of Engineers
St. Paul District

Monthly Update

August 13, 2015

Since the last Diversion Authority meeting, the following project-related activities were worked on.

1. **Minnesota EIS**: Continued to support this process through coordination, supply of requested data, and review of draft documents. Draft EIS currently scheduled for 28 August 2015. Publish for public review on 31 August or 14 September (subject to change).
2. **Reach 7/Maple River Aqueduct**: Flume study underway to analyze velocity conditions across aqueduct. Three-month effort.
3. **Diversion Inlet Structure**: 90% submittal for site preload on 13 August. Final Technical Review (FTR) for structure scheduled for 6 October 2015.
4. **Optimization of Diversion Channel and Low Flow Channel**: Continuing this work upstream of the Maple River to the Diversion Inlet Structure. Complete this year.
5. **Cemetery Mitigation Plan**: Received several comments from Cemetery POCs on the draft Plan. ND/MN SHPOs also provided guidance on eligible sites.
6. **In-Town Levees**: Continue to support design and construction to assure features can be incorporated into FMM Project. Includes ATR and IEPR reviews.
7. **Alternate Financing/Split Delivery Plan**: Continue to advance this plan for expedited implementation of the FMM Project.
8. **Rights-of-Entry and Surveys**: Continue to obtain Rights-of-Entry and conduct surveys along the project alignment in ND (cultural, HTRW, borings, USGS flow measurements, land surveys).
9. **Real Estate**: Continue to review appraisals and support land acquisition activities.
10. **P3/Split Delivery Plan**: Hosted workshop in St. Paul to further develop this plan.



Land Management Summary

August 13, 2015

Acquisitions Completed Through July 31, 2015

Property Type	Complete	
	Properties	Acreage
Single-Family Residential	20	31
<i>Subset: Medical Hardship</i>	5	27
Agricultural	20	2,267
Commercial	3	295
Multi-Family Residential	--	--
Public	3	3
Other	--	--

Acquisition Budget Through July 31, 2015

Fiscal Year	No. Properties Acquired	Lands Budget (\$000)	Lands Expenses (\$000)	Outstanding Encumbrances (\$000)	Remaining Budget (\$000)
FY13	4	\$28,000	\$1,628		n/a
FY14	15	\$37,700	\$20,006		n/a
FY15	19	\$106,700	\$41,468	\$26,827	\$38,405

Other News for month of July:

- The federal judge issued a clarification on the Oxbow injunction which enables property acquisitions and negotiations to continue.
- Two (2) of the Five (5) homes that were previously on hold to start construction have started, the remaining three (3) will break ground shortly.
- Received approval from USACE on three (3) In-town residential appraisals.
- Received approval from USACE on three (3) Oxbow vacant lot appraisals.
 - Several appraisals are awaiting review by USACE, including:
 - ProSource has four (4) appraisals with USACE for review.
 - Ulteig has three (3) appraisals with USACE for review.
 - HMG has two(2) appraisals with USACE for review.
- Relocations from Park East are complete and the building is vacant.
- Habitat for Humanity continues to salvage usable items from the El Zagal area homes and the Park East buildings.
- Work is being coordinated with NDSHPO to mitigate the affects of the removal of five (5) homes in the Mickelson historical district., one (1) of the homes has been relocated within the Mickelson historic distric.

Land Management Summary

August 13, 2015

Appraisals Complete or In Negotiation (sorted by closing date)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
Agricultural property 49.5ac – S13, T137, R49	1931, 1936	Agricultural	Purchase Agreement Signed	Ulteig/Bock	
749 Riverbend Road	9511	Residential	Purchase Agreement Signed	ProSource/McKinzie	
748 Riverbend Rd	9591	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
752 Riverbend Road	9592	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
334 Schnell Drive	9645	Residential	Purchase Agreement Signed	ProSource/Hraba	December, 2015
350 Schnell Drive	9649	Residential	Purchase Agreement Signed	ProSource/Hraba	August, 2015
353 Schnell Drive	9665	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
361 Schnell Drive	9667	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
Northern Hospitality	9785	Commercial	Purchase Agreement Signed	HMG/Britton	
Agricultural property 157ac – S10, T141, R49; S10, T141, R49	0547, 0548	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 45ac – S25, T138, R50	1201	Agricultural	In Negotiation	Direct negotiations	
Agricultural property 214ac – S13, T137, R49; S14, T137, R49	1930, 1940, 1941	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 266ac – S23, T137, R49; S24, T137, R49	1975, 1985	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 140ac – S23, T137, R49; S24, T137, R49	1979, 1987	Agricultural	In Negotiation	Ulteig/Bock	
16678 3 rd St S	1802	Residential	In Negotiation	HMG/Britton	
5302 174 ½ Ave SE	1898	Residential	In Negotiation	HMG/Britton	
6 North Terrace #6	8926	Residential	In Negotiation	HMG/Britton	
6 North Terrace #5	8927	Residential	In Negotiation	HMG/Britton	
6 North Terrace #4	8928	Residential	In Negotiation	HMG/Britton	
6 North Terrace #3	8929	Residential	In Negotiation	HMG/Britton	
2 North Terrace #2	8930	Residential	In Negotiation	HMG/Britton	
2 North Terrace #1	8931	Residential	In Negotiation	HMG/Britton	

Land Management Summary

August 13, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est.Closing Date
12 North Terrace	9168	Residential	In Negotiation	HMG/Britton	
1314 Elm St N	9125	Residential	In Negotiation	HMG/Britton	
1313 Elm St N	9126	Residential	In Negotiation	HMG/Britton	
833 Riverbend Road	9504	Residential	In Negotiation	ProSource/McKinzie	
829 Riverbend Road	9505	Residential	In Negotiation	ProSource/Hraba	
821 Riverbend Road	9506	Residential	In Negotiation	ProSource/Hraba	
817 Riverbend Road	9507	Residential	In Negotiation	ProSource/McKinzie	
813 Riverbend Road	9508	Residential	In Negotiation	ProSource/Hraba	
809 Riverbend Road	9509	Vacant Lot	In Negotiation	Ulteig/Bock	
805 Riverbend Road	9510	Residential	In Negotiation	ProSource/Hraba	
724 Riverbend Road	9587	Residential	In Negotiation	Ulteig/Bock	
808 Riverbend Road (2 parcels at this address)	9593, 9594	Residential	In Negotiation	ProSource/McKinzie	
810 Riverbend Road	9595	Residential	In Negotiation	ProSource/Hraba	
816 Riverbend Road	9596	Residential	In Negotiation	ProSource/Hraba	
828 Riverbend Road	9599	Residential	In Negotiation	ProSource/Hraba	
840 Riverbend Road	9600	Residential	In Negotiation	ProSource/Hraba	
844 Riverbend Road	9601	Residential	In Negotiation	ProSource/Hraba	
856 Riverbend Road (owner at 852 Riverbend)	9604	Vacant Lot	In Negotiation	ProSource /Bock	
860 Riverbend Road (owner at 852 Riverbend)	9605	Vacant Lot	In Negotiation	ProSource /Bock	
864 Riverbend Road (owner at 852 Riverbend)	9606	Vacant Lot	In Negotiation	ProSource /Bock	
872 Riverbend Road	9607	Vacant Lot	In Negotiation	ProSource /Bock	
869 Riverbend Road	9608	Vacant Lot	In Negotiation	ProSource /Bock	
873 Riverbend Road	9609	Vacant Lot	In Negotiation	ProSource /Bock	
477 Oxbow Drive	9614	Vacant Lot	In Negotiation	ProSource /Bock	
473 Oxbow Drive	9615	Vacant Lot	In Negotiation	ProSource /Bock	
469 Oxbow Drive	9616	Vacant Lot	In Negotiation	ProSource /Bock	
465 Oxbow Drive	9617	Vacant Lot	In Negotiation	ProSource /Bock	
461 Oxbow Drive	9618	Vacant Lot	In Negotiation	ProSource /Bock	
457 Oxbow Drive	9619	Vacant Lot	In Negotiation	ProSource /Bock	

Land Management Summary

August 13, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est.Closing Date
455 Oxbow Drive	9620	Vacant Lot	In Negotiation	ProSource /Bock	
425 Oxbow Drive	9628	Vacant Lot	In Negotiation	ProSource /Bock	
326 Schnell Drive	9641	Residential	In Negotiation	ProSource/Hraba	
328 Schnell Drive	9642	Residential	In Negotiation	ProSource/Hraba	
330 Schnell Drive	9643	Vacant Lot	In Negotiation	ProSource/Hraba	
332 Schnell Drive	9644	Residential	In Negotiation	ProSource/Hraba	
338 Schnell Drive	9647	Residential	In Negotiation	ProSource/Hraba	
354 Schnell Drive	9650	Vacant Lot	In Negotiation	Ulteig/Bock	
358 Schnell Drive	9651	Vacant Lot	In Negotiation	Ulteig/Bock	
309 Schnell Drive (owner of 2 other parcels)	9654	Residential	In Negotiation	ProSource/McKinzie	
313 Schnell Drive	9655	Residential	In Negotiation	ProSource/Hraba	
317 Schnell Drive	9656	Residential	In Negotiation	ProSource/Hraba	
321 Schnell Drive	9657	Residential	In Negotiation	ProSource/Hraba	
325 Schnell Drive	9658	Residential	In Negotiation	ProSource/McKinzie	
329 Schnell Drive	9659	Residential	In Negotiation	ProSource/Hraba	
337 Schnell Drive	9661	Residential	In Negotiation	ProSource/Hraba	
341 Schnell Drive	9662	Residential	In Negotiation	ProSource/McKinzie	
16 North Terrace	9167	Residential	In Negotiation ²	HMG/Britton	
24 North Terrace	9195	Residential	In Negotiation ²	HMG/Britton	
26 North Terrace	9196	Residential	In Negotiation ²	HMG/Britton	
365 Schnell Drive	9668	Vacant Lot	In Negotiation	Ulteig/Bock	
Case Plaza LLC	9770	Commercial	In Negotiation	HMG/Britton	
5059 Makenzie Cir, Horace	9672	Residential	In Negotiation	ProSource/Hraba	
Feder Realty Co.	9776	Commercial	In Negotiation	HMG/Britton	
City of Fargo - School District 1	9777	Commercial	In Negotiation	HMG/Britton	
BNSF	9259, 9779, 9780	Commercial	In Negotiation	HMG/Britton	
4989 Klitzke Dr	9440	Residential	In Negotiation ²	Ulteig/Bock	
Agricultural Property 320ac – S28, T137, R48; S37, T137, R48	1790,1811	Agricultural	In Negotiation	Crown/Berg	

Land Management Summary

August 13, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est.Closing Date
Mid America Steel	9215, 9216, 9217, 9218, 9783	Commercial	Appraisal in Review	HMG/Britton	
17556 Pfiffer Dr	9383	Residential	Appraisal in Review	Ulteig/Bock	
17465 49 th St SE	9403	Residential	Appraisal in Review	Ulteig/Bock	
843 Riverbend Road	9502	Residential	Appraisal in Review	ProSource/McKinzie	
839 Riverbend Road	9503	Residential	Appraisal in Review	ProSource/McKinzie	
848 Riverbend Road	9602	Residential	Appraisal in Review	ProSource/McKinzie	
852 Riverbend Road (owner of 3 other parcels)	9603	Residential	Appraisal in Review	ProSource/McKinzie	
City of Fargo	9772	Commercial	Appraisal in Review	HMG/Britton	

¹ Activity sequence: 1) Appraisal in Review; 2) In Negotiation; 3) Purchase Agreement Signed, 4) Closed

² In Negotiation is pending CCJWRD approval on August 14, 2015

Appraisals in Progress (sorted by Activity, then Original ID Number)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
Rural address (owner at 5059 Makenzie?)	9670, 9671	Residential	Appraisal Initiated	Ulteig/Bock
City of Fargo	9768	Commercial	Appraisal Initiated	HMG/Britton
City of Fargo - Housing Authority	9769	Commercial	Appraisal Initiated	HMG/Britton
5017 171 Ave SE	1953	Residential	Appraisal Assigned	Ulteig/Bock
17471 49 th St SE	9411	Residential	Appraisal Assigned	Ulteig/Bock
Easement - 16 1st Avenue	9464	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 308 Main Ave	9469, 9495, 9496	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 182 Main Ave	9470	Residential	Appraisal Assigned	Ulteig/Bock
Easement - Horace Rural Fire Dept.	9472, 9473	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 203	9474	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Pleasant Twp	9475, 9476, 9477	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 626 Evergreen	9494	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Jack Nick LLC	9497, 9498, 9501	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 367	9576, 9579	Commercial	Appraisal Assigned	Ulteig/Bock

Land Management Summary

August 13, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
Easement - Hickson Grain Company	9577, 9578	Commercial	Appraisal Assigned	Ulteig/Bock

¹ Activity stages: 1) Appraisal Assigned 2) Owner notified; 3) Appraisal Initiated

² Easements are being acquired for an internal drainage project

Easements in Progress on Publicly Owned Parcels (sorted by Activity, then Original ID Number)

Street Address	USACE Orig ID No.	Type	Activity ¹
City of Fargo - Park District	9212. 9771, 9781, 9784	Commercial	Easements Obtained
Oxbow Job Development Authority <i>Permanent easement</i>	9581	Residential	Easement Identified

¹ Activity stages: 1) Easement Identified; 2) Easement in Process; 3) Easement Secured

² These Publicly Owned Parcels have entered into a MOU with the DA, therefore not requiring the parcels go through the appraisal process.