

FLOOD DIVERSION BOARD OF AUTHORITY
Thursday, June 23, 2016
3:30 PM

Fargo City Commission Room
Fargo City Hall
200 3rd Street North

Organizational Meeting

1. Call to order
2. Identification of Board Members by Member Entities Information
3. Confirmation of Board Members Action
4. Nomination of Vice Chair Action
5. Designation of Secretary Action
6. Designation of Official Newspaper Action
7. Adopt Prior Diversion Authority Actions and Obligations Action
8. Regular Business

Regular Meeting

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Management Information
5. Administrative/Legal Information
 - a. PPA Approval
6. Technical Information/action
 - a. Recommended Contracting Actions Item 6a.
 - b. Baseline Schedule Presentation
7. Other Business
8. Upcoming Meetings
 - a. July 11, 2016
 - b. July 14, 2016
9. Adjournment

**FLOOD DIVERSION BOARD OF AUTHORITY
JUNE 9, 2016—3:30 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, June 9, 2016, at 3:30 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Mary Scherling; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Mike Williams; Fargo City Commissioner Dave Piepkorn; Cass County Joint Water Resource District Manager Rodger Olson; Clay County Commissioner Grant Weyland; and Moorhead City Council Member Nancy Otto.

Staff members and others present: Cass County Administrator Keith Berndt; Clay County Administrator Brian Berg; 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 Hill; Colonel Dan Koprowski, outgoing St. Paul District Commander, Corps of Engineers; Colonel Samuel L. Calkins, incoming St. Paul District Commander, Corps of Engineers; Aaron Snyder, Branch Chief for Project Management & Development, Corps of Engineers; Terry Williams, Project Manager, Corps of Engineers; Judy DesHarnais, Deputy of Programs and Project Management, Corps of Engineers; and Michael Bart, Chief of Engineering and Construction, Corps of Engineers.

Colonel Koprowski will be leaving the St. Paul District for his next assignment on June 30th. Mr. Vanyo thanked Col. Koprowski for his efforts and welcomed Colonel Samuel Calkins as the new St. Paul District Commander for the Corps of Engineers.

2. MINUTES APPROVED

MOTION, passed

Ms. Otto moved and Mrs. Scherling seconded to approve the minutes from the May 26, 2016, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mrs. Scherling 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 attendance at a Public Private Partnership (P3) conference; advertisement of bids for the 2nd Street South flood control project; release of the financial plan; and participation at P3 Industry Day on June 7th which had 150 attendees and included 8 one-on-one meetings. He said priority areas for June and July include approval of the Joint Powers Agreement (JPA) by member entities, and approval and signing of the Project Partnership Agreement (PPA).

He also provided an update on in-town levee work, Park East Apartments and Howard Johnson property demolitions, El Zagal Phase 2 levee construction, and Mickelson levee extension construction.

Corps of Engineers report

Colonel Koprowski provided an update of activities by Corps of Engineers staff which includes approval of the final plans and specifications for the diversion inlet control structure; anticipated completion in July of the Determination of Adequacy by the MN DNR for the Final MN EIS, which confirmed the federal findings that the only viable alternative is the one that includes what Minnesota

classifies as a high hazard dam (diversion channel with upstream staging); continued coordination with North Dakota and Minnesota on phased permitting for the southern embankment/dam; continued support of in-town levee design and construction; and coordination with Corps of Engineers headquarters and project sponsors on the PPA with possible execution of the agreement and signing ceremony in mid-July.

5. ADMINISTRATIVE/LEGAL UPDATE

Attorney John Shockley said the PPA has been approved by the City of Fargo and he anticipates approval by City of Moorhead at their next meeting. The Diversion Authority will consider approval of the PPA at the June 23rd meeting. He said the JPA has been approved by four of the five member entities with Moorhead the last to act on the JPA at their next meeting. He said temporary financing issues are being studied and actions will be needed by Fargo, Cass County and the Diversion Authority in the next few months.

6. TECHNICAL UPDATE

Recommended Contracting Actions Summary

Bruce Spiller reviewed the following contracting action with the board:

Construction Contract Award

- Hough, Inc. Construction Contract Award (WP-42.F2 Flood Control, 2nd Street South)—award contract to construct concrete floodwall, earthen levee, utility installations, and modifications to 2nd Street South on the south side of Main Avenue at 2nd Street South in the amount of \$1,448,373.17.

MOTION, passed

Mr. Williams moved and Ms. Otto seconded to approve the appropriation of funds for the outlined construction contract and recommend approval of the appropriation of funds by the Dakota Metro Flood Board for the Diversion Authority. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on June 8th. Mr. Olson said Industry Day was held on June 7th with numerous companies interested in the business opportunities associated with the P3 construction of the project. The committee received an update on various public outreach presentations given over the last month and participated in the development of a flyer which summarizes the complexity of the financial plan for stakeholders and the general public. He said the website activity and online subscriptions to the e-newsletter continue to increase.

Business Leaders Task Force

Tom Dawson said the task force met on May 25th and heard a presentation on the financial plan given by Diversion staff. He said Cass County and Clay County legislators were also invited to the meeting.

8. LAND MANAGEMENT UPDATE

Committee report

The Land Management Committee met on June 8th. Mrs. Scherling said the committee approved the acquisition of the Mid-America Steel property.

CCJWRD update

Mark Brodshaug referred to the handout regarding land acquisitions completed through May 31, 2016, which includes completed acquisitions, budget figures, and completed negotiations. Activities from last month include the right to enter and construct with Mid-America Steel; property acquisition efforts for the diversion inlet control structure and County Road 16/17 re-alignment; and rights of entry and boundary survey work for Phase 1 of the diversion channel properties from the outlet to the Rush River area and for the Maple River and Sheyenne River aqueduct structures.

Mr. Brodshaug said the committee also received an update on land acquisitions associated with the diversion inlet control structure. Three parcels are needed this year for construction to begin on the outlet; however, the land owners have not agreed to final offers. The CCJWRD filed three separate eminent domain actions seeking permanent right of way easements for the three parcels. He said negotiations are on-going with property owners of 12 other parcels necessary for the County Road 16/17 re-alignment work near the inlet control structure, which are needed prior to the Diversion Authority opening bids in the fall of 2016.

9. FINANCE UPDATE

Committee report

Mike Montplaisir, Cass County Auditor, said the Finance Committee met on June 8th and recommended to the CCJWRD the execution of an entry and construction agreement to allow immediate access to the Mid-America property for construction of the flood wall project; and recommended to the CCJWRD the execution of a purchase agreement in the amount of \$5,800,000 as an administrative settlement for the Mid-America parking lot and to continue monitoring the residual value of the property.

Mr. Montplaisir said funds from the U.S. Bank loans have been exhausted. Currently, costs are being paid with draw down funds from the state and with sales tax dollars. He said three different proposals have been received for additional short-term financing and it appears Wells Fargo is the preferred option. He said this item will need to be approved by the City of Fargo and Cass County, and will be brought back to the Diversion Authority next month for approval.

Voucher approval

The bills for the month are with CCJWRD for costs associated with in-town levees, access issues, Diversion Project Assessment Committee (DPAC) work, OHB levee, and Oxbow Country Club golf course construction; Dorsey & Whitney LLP for legal services; and Ohnstad Twichell, P.C. for P3 bond counsel and 4th Street pump station litigation work.

MOTION, passed

Mr. Mahoney moved and Mr. Olson seconded to approve the vouchers in the amount of \$3,888,608.54 for May, 2016. On roll call vote, the motion carried unanimously.

10. OTHER BUSINESS

Kent Costin, Fargo Finance Director, introduced Wells Fargo Financial representatives Paul Rebholz and Thomas Harkless, who have been working with city and county staff on the new short-term financing. Mr. Vanyo thanked them for their work with the Diversion Authority to obtain additional financing for the project.

11. NEXT MEETING DATE

The next meeting will be held on Thursday, June 23, 2016.

12. ADJOURNMENT

MOTION, passed

On motion by Mr. Mahoney, seconded by Ms. Otto, and all voting in favor, the meeting was adjourned at 4:10 PM.

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF FARGO, NORTH DAKOTA,
THE CITY OF MOORHEAD, MINNESOTA, AND
THE METRO FLOOD DIVERSION AUTHORITY
FOR
CONSTRUCTION
OF THE
FARGO-MOORHEAD METROPOLITAN AREA
FLOOD RISK MANAGEMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between the Department of the Army (hereinafter the “Government”), represented by the Assistant Secretary of the Army (Civil Works); and the City of Fargo, North Dakota, represented by its Mayor; the City of Moorhead, Minnesota, represented by its Mayor and City Manager; and the Metro Flood Diversion Authority, represented by its Chairman and Executive Director (hereinafter collectively referred to as the “Non-Federal Sponsors”).

WITNESSETH, THAT:

WHEREAS, construction of the locally preferred plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (hereinafter the “Project”, as defined in Article I.A. of this Agreement) at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121;

WHEREAS, the locally preferred flood risk management features of the authorized Project provides fewer total annual economic benefits than the National Economic Development flood risk management plan, and the Federally Comparable flood risk management plan (hereinafter the “FC Plan”), as described in the Report of the Chief of Engineers dated December 19, 2011 (hereinafter the “Chief’s Report”), was established to determine the cost-sharing for the Project;

WHEREAS, the Government and the Non-Federal Sponsors entered into an agreement, dated September 12, 2011, and amended on December 19, 2013, for engineering and design of the Project (hereinafter the “Design Agreement”);

WHEREAS, the Project consists of the Non-Federal Work, as defined in Article I.B., which will be undertaken by the Non-Federal Sponsors, and the Federal Work, as defined in Article I.C., which will be undertaken by the Government;

WHEREAS, the Non-Federal Sponsors are required to pay to the Government 5 percent of the estimated total FC Plan costs in October 2015 dollars, with future annual adjustments for inflation, with that amount currently estimated at \$64,967,550;

WHEREAS, notwithstanding cost sharing requirements otherwise applicable to the Project, the parties agree that total Federal funding for construction of the Project will be \$450,000,000 in October 2015 dollars, with future annual adjustments for inflation (hereinafter the "Federal Participation Amount", as defined in Article I.J.), with the Non-Federal Sponsors responsible for all costs in excess of the Federal Participation Amount; and

WHEREAS, the Government and Non-Federal Sponsors have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014 consisting of the Non-Federal Work defined in paragraph B. of this Article and the Federal Work defined in paragraph C. of this Article, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management, dated July 2011 (the "FEIS") and approved in accordance with the Chief's Report, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 (the "SEA") and approved by the U.S. Army Engineer, St. Paul (hereinafter the "District Engineer") on September 19, 2013.

B. The term "Non-Federal Work" means that portion of the Project consisting of an approximately 30 mile 20,000 cubic feet per second (cfs) diversion channel and associated features; the channel outlet; the Rush and Lower Rush River hydraulic structures; the Maple River aqueduct; the Sheyenne River aqueduct; the inflow design flood levee; associated railroad bridges; the in-town levees and the Oxbow-Hickson-Bakke levee; recreation features; environmental mitigation features located within the diversion channel and associated structures for the diversion channel; and applicable pre- and post-monitoring and adaptive management for the Project.

C. The term "Federal Work" means that portion of the Project consisting of the diversion inlet structure; the approximately 6 mile connecting channel; the control structures on the Red River and Wild Rice River; the southern embankment; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features not included in the Non-Federal Work.

D. The term “construction costs” means all costs incurred by the Non-Federal Sponsors and the Government for the Project in accordance with the terms and conditions of this Agreement directly related to design and construction of the Project. The term includes, but is not necessarily limited to: the Government’s Preconstruction Engineering and Design costs pursuant to the terms of the Design Agreement; the value of the contributions provided by the Non-Federal Sponsors pursuant to the terms of the Design Agreement; the engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances; the costs of historic preservation activities; the Non-Federal Sponsors’ eligible costs and the Government’s costs for actual construction work; supervision and administration costs; the Non-Federal Sponsors’ eligible costs for providing real property interests, relocations, and disposal area improvements; the Government’s costs for supporting the Non-Federal Sponsors on the Non-Federal Work; the Non-Federal Sponsors’ costs of monitoring and adaptive management for the environmental mitigation features for the Project; and the Government’s costs of contract dispute settlements or awards. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the Project; any costs of dispute resolution; or the Non-Federal Sponsors’ costs of negotiating this Agreement.

E. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material disposal areas. Acquisition of real property interests may require the performance of relocations.

F. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad (excluding railroad bridges and approaches thereto required for construction of the Project), or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

G. The term “disposal area improvements” means the improvements required on real property interests to enable the ancillary disposal of material that has been dredged or excavated during construction, operation, or maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

H. The term “monitoring” means those activities, including the collection and analysis of data, to determine if predicted outputs of the environmental mitigation features associated with the Project are being achieved and to determine if adaptive management is necessary, as generally described in the Chief’s Report and National Environmental Policy Act (NEPA) Compliance Documentation.

I. The term “adaptive management” means measures, if necessary; to adjust the environmental mitigation features associated with the Project in response to the monitoring results to ensure the functionality and benefits of such mitigation features are garnered.

J. The term “Federal Participation Amount” means the total amount of Federal funding for construction of the Project. The Federal Participation Amount will initially be fixed at \$450,000,000 in October 2015 dollars, with annual adjustments for inflation of the remaining balance, and includes any Federal appropriation costs associated with loans, if any, obtained through the Transportation Infrastructure Finance and Innovation Act (TIFIA) Federal loan program to finance construction of the Project, with such appropriation costs currently estimated to be 10 percent of the total TIFIA loan value. The term does not include an estimated \$29,008,000 in Federal funds obligated pursuant to the Design Agreement.

K. The term “fiscal year” means one year beginning on October 1 and ending on September 30.

ARTICLE II – RESPONSIBILITIES OF THE GOVERNMENT AND THE NON-FEDERAL SPONSORS

A. The Non-Federal Sponsors shall provide all real property interests, relocations, and disposal area improvements required for construction, operation, and maintenance of the Project in accordance with the following provisions:

1. As soon as practicable, the Non-Federal Sponsors shall provide the Government with written descriptions and maps of the real property interests, relocations, and disposal area improvements required for construction, operation, and maintenance of the Non-Federal Work and the Government shall provide the Non-Federal Sponsors with written descriptions and maps of the real property interests, relocations, and disposal area improvements required for construction, operation, and maintenance for the Federal Work. The Non-Federal Sponsors shall acquire the real property interests, perform the relocations and disposal area improvements, and provide the Government with authorization for entry thereto. The Non-Federal Sponsors shall also provide the Government with copies of all estates acquired for the Project. The Government shall review the written descriptions, maps, and estates provided by the Non-Federal Sponsors to ensure the real estate interests, relocations, and disposal area improvements are sufficient. If the Government determines that the real estate interests, relocations, or disposal area improvements are insufficient, the Non-Federal Sponsors shall acquire the real estate interests or perform the relocations and disposal area improvements that the Government determines are necessary for construction, operation, and maintenance of the Project. The Non-Federal Sponsors shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purpose of the Project.

2. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsors assure that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced

persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsors will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of title 42 of the U.S. Code.

B. In accordance with Federal laws, regulations, and policies and using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors, the Government shall construct the Federal Work. After agreement by the Non-Federal Sponsors, the Government may undertake construction of elements of the Non-Federal Work if the Government projects that the Federal Participation Amount will not be reached.

C. The Non-Federal Sponsors shall construct the Non-Federal Work in accordance with applicable Federal, State, and local laws, regulations, and policies.

1. The Non-Federal Sponsors shall obtain all applicable licenses and permits necessary for construction of the Non-Federal Work. In carrying out their responsibilities under this Agreement, the Non-Federal Sponsors shall comply with all requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto; and 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act).

2. The Non-Federal Sponsors plan to use a Public-Private Partnership (P3) delivery process for a portion of the Non-Federal Work (the "P3 Work"). The Government and Non-Federal Sponsors will execute a separate Memorandum of Understanding (MOU) that addresses the development of performance standards and technical requirements; the process for modification of performance standards and technical requirements as a result of the P3 solicitation (through innovative technical concepts), including approvals and denials; notifications of any changes during the delivery process; assessment of whether additional NEPA Compliance Documentation would be required as a result of changes due to the P3 solicitation; and any other pertinent items related to the P3 delivery process that are identified by the Government and Non-Federal Sponsors. In the event of a conflict between such MOU and this Agreement, this Agreement will control.

3. Not later than 4 years after the effective date of this Agreement, the Non-Federal Sponsors will notify the Government in writing of any TIFIA loans that will be used to finance construction of the Project and provide the Government with a letter from the Federal Highway Administration indicating the amount of the Federal appropriation costs that will be associated with such loans. Such appropriation costs will be included in the Federal Participation Amount.

D. The Non-Federal Sponsors shall pay to the Government 5 percent of the estimated total FC Plan costs, which includes design costs, in October 2015 dollars, with future annual adjustments for inflation of the remaining balances, in accordance with Article IV. This amount is \$64,967,550, with an estimated \$7,007,000 in funds already provided by the Non-Federal Sponsors pursuant to the Design Agreement creditable toward that amount. In addition, the Non-Federal Sponsor shall pay all costs of the Project that exceed the Federal Participation Amount.

1. The Government shall determine the amount of non-Federal funds required for the Government to initiate construction of the Federal Work, currently estimated at \$51,000,000, and provide the Non-Federal Sponsors with a written notification of the amount. No later than 60 calendar days after receipt of such notification, the Non-Federal Sponsors shall provide the Government the full amount of such requested funds by delivering a check payable to "FAO, USAED, St. Paul (B6)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. The Government, no later than August 1st prior to each subsequent fiscal year, shall provide the Non-Federal Sponsors with a written estimate of the amount of funds the Government will require from the Non-Federal Sponsors for the upcoming fiscal year. Not later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the Government the full amount of requested funds using one of the payment mechanisms specified in paragraph D.1. of this Article.

E. The Government, as it determines necessary, to ensure compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (hereinafter "Section 106"), shall undertake actions or direct the Non-Federal Sponsors to undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in Section 106. All costs incurred by the Government or the Non-Federal Sponsors for such work (including the mitigation of adverse effects) shall be included in construction costs. If historic properties are discovered during construction and the effects of construction are determined adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne by the Government. In the

event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, the Government and Non-Federal Sponsors shall consult with each other and reach an agreement on how to fund such data recovery costs. Upon agreement in accordance with 54 U.S.C. 312508, the Government may seek a waiver from the 1 percent limitation under 54 U.S.C. 312507. Any costs of data recovery of historic properties shall be included in calculating the Federal Participation Amount.

F. Upon completion of construction of functional portions of the Federal work, the Government shall promptly provide written notification to the Non-Federal Sponsors, and the Non-Federal Sponsors shall begin operation and maintenance of that work. The Government shall furnish the Non-Federal Sponsors with an Operation, Maintenance, Repair, Rehabilitation, and Replacement (OMRR&R) Manual for the Federal Work and a copy of as-built drawings for completed work.

G. Upon completion of construction of functional portions of the Non-Federal Work, the Non-Federal Sponsors shall promptly provide written notification to the Government, and the Non-Federal Sponsors shall begin operation and maintenance of that work. The Non-Federal Sponsors shall furnish the Government with the OMRR&R Manual, developed in consultation with the Government, for the Non-Federal Work and a copy of as-built drawings for completed work.

H. The Non-Federal Sponsors may request that the Government perform or obtain, on behalf of the Non-Federal Sponsors, real property interests, relocations, or disposal area improvements. Such requests shall be in writing and shall describe the items requested to be performed or obtained. If in its sole discretion the Government elects to perform or obtain the requested items or any portion thereof, it shall so notify the Non-Federal Sponsors in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsors shall be solely responsible for all costs of the items performed or obtained by the Government under this paragraph and shall pay all such costs in advance and using a method described in paragraph D.1. of this Article. If additional funds are required to complete the requested work, the Non-Federal Sponsors shall provide the additional funds within 60 days of a written request by the Government. Notwithstanding the Government performing or obtaining items as specified in this paragraph, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for any costs of cleanup and response in accordance with Article III of this Agreement.

I. The Non-Federal Sponsors, at no cost to the Government, shall operate, maintain, repair, rehabilitate, and replace the Project in a manner compatible with the authorized purposes of the Project in accordance with applicable Federal laws and the OMRR&R Manuals, and any subsequent modifications thereto.

1. The Non-Federal Sponsors hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-

Federal Sponsors now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purposes.

2. If the Government determines that the Non-Federal Sponsors are failing to perform their responsibilities under this Agreement and the Non-Federal Sponsors do not correct such failures within a reasonable time after notification by the Government, the Government may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project necessary to the functioning of the project for its authorized purposes. In determining whether the Non-Federal Sponsors are correcting such failures within a reasonable time, the Government shall consider, with respect to the P3 Work, the Non-Federal Sponsors' rights to remedy such failures under their P3 contracts. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsors of their responsibilities under this Agreement, or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

J. Not less than once each year the Non-Federal Sponsors shall inform affected interests of the extent of protection afforded by the Project.

K. The Non-Federal Sponsors shall participate in and comply with applicable Federal floodplain management and flood insurance programs.

L. In accordance with Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), the Non-Federal Sponsors shall prepare a floodplain management plan for the Project within one year after the effective date of this Agreement, and shall implement such plan not later than one year after completion of construction of the Project. The plan shall be designed to reduce the impacts of future flood events in the project area, including but not limited to, addressing those measures to be undertaken by non-Federal interests to preserve the level of flood risk reduction provided by such work. The Non-Federal Sponsors shall provide an information copy of the plan to the Government.

M. The Non-Federal Sponsors shall publicize floodplain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in adopting regulations, or taking other actions, to prevent unwise future development and to ensure compatibility with the Project.

N. The Non-Federal Sponsors shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of protection the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

O. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsors may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for

participation on the Project Coordination Team shall not be included in the construction costs but shall be included in calculating the Federal Participation Amount. The Non-Federal Sponsors' costs for participation on the Project Coordination Team shall not be included in the construction costs and shall be paid solely by the Non-Federal Sponsors.

P. Except as provided in Article V.B., the Non-Federal Sponsors shall not be entitled to any reimbursement for costs they incur in performing their responsibilities under this Agreement.

ARTICLE III - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsors shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsors with prior specific written direction, in which case the Non-Federal Sponsors shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, the Non-Federal Sponsors and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsors shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsors should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsors shall be responsible, as among the Government and the Non-Federal Sponsors, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsors without reimbursement by the Government or inclusion of such costs in the construction costs.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsors fail to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsors' responsibilities under this Article upon direction by the Government, the Government may suspend or

terminate construction of the Federal Work but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. The Non-Federal Sponsors and the Government shall consult with each other in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As among the Government and the Non-Federal Sponsors, the Non-Federal Sponsors shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsors shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE IV – CALCULATION OF CONSTRUCTION COSTS

A. As of the effective date of this Agreement, construction costs are projected to be \$1,912,261,000; with the Government's share of construction costs consisting of the Federal Participation Amount of \$450,000,000 and an estimated \$29,008,000 in Federal funds obligated pursuant to the Design Agreement; and the Non-Federal Sponsors' share of construction costs projected to be \$1,433,253,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsors.

B. The Government shall track construction costs, the Federal Participation Amount, and the funds provided by the Non-Federal Sponsors for construction of the Project. The Government will make future annual adjustments for inflation on the remaining balance of the Federal Participation Amount and the 5 percent contribution of funds consistent with the methodology used by the Government to update construction costs for inflation.

C. The Non-Federal Sponsors shall provide the Government with documentation of construction costs incurred for the Non-Federal Work no less frequently than on a bi-annual basis, to the maximum extent practicable. Such documentation may include invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees; and eligible payments for real property interests, including appraisals, and eligible incidental acquisition costs. The Government may audit any costs in accordance with Article VIII to determine reasonableness, allocability, and allowability.

ARTICLE V – ACCOUNTING

A. The Government shall provide the Non-Federal Sponsors with bi-annual reports setting forth the estimated construction costs; costs incurred by the Government,

identifying both Federal and Non-Federal Sponsors funds, to date; the amount of funds provided to the Government by the Non-Federal Sponsors to date; the estimated amount of any real property interests, relocations, disposal area improvements, and investigations for hazardous substances provided or performed by the Non-Federal Sponsors and costs incurred to date; the estimated cost of any construction by the Non-Federal Sponsors, and costs incurred to date; and the estimated amount of funds required by the Government from the Non-Federal Sponsors during the upcoming fiscal year.

B. Upon conclusion of construction of the Project and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. In the event the final accounting determines that the Federal Participation Amount was not reached, the Government, subject to the availability of funds, shall pay the Non-Federal Sponsors the amount necessary to reach the Federal Participation Amount. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay all costs in excess of the Federal Participation Amount, including costs of contract claims or any other liability that may become known after the final accounting.

ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VII – HOLD AND SAVE

The Non-Federal Sponsors shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsors of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsors shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Project shall not be included in the construction costs, but shall be included in calculating the Federal Participation Amount.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsors to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsors, provide to the Non-Federal Sponsors or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors.

ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors both act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. No party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE X - TERMINATION OR SUSPENSION

A. If the Non-Federal Sponsors fail to provide the required real property interests, relocations, and disposal area improvements or contribution of funds for construction of the Federal Work as needed and such failure is not resolved in a reasonable period of time, then the Government may suspend or terminate further construction of such work under this Agreement, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Federal Work are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsors in writing, and upon

exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress or provided by the Non-Federal Sponsors to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article III.

D. In the event of termination, the Government shall conclude activities relating to construction the Federal Work and may reserve a percentage of available funds as a contingency to pay the costs of termination, including resolution of contract claims and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsors shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsors:

Mayor of Fargo
200 Third Street North
Fargo, North Dakota 58102-4809

Mayor of Moorhead
500 Center Avenue
PO Box 779
Moorhead, Minnesota 56561-0779

Chairman and Executive Director, Metro Flood Diversion Authority
Box 2806
211 Ninth Street South
Fargo, North Dakota 58108-2806

If to the Government:

District Engineer
St. Paul District, U.S. Army Corps of Engineers
180 Fifth Street East, Suite 700
St. Paul, Minnesota 55101-1678

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article.

ARTICLE XII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

ARTICLE XIV – JOINT AND SEVERAL RESPONSIBILITY OF THE NON-FEDERAL SPONSORS

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

CITY OF FARGO, NORTH DAKOTA

BY: _____
JO-ELLEN DARCY
Assistant Secretary of the Army
(Civil Works)

BY: _____
TIM MAHONEY
Mayor
City of Fargo, North Dakota

DATE: _____

DATE: _____

CITY OF MOORHEAD, MINNESOTA

CITY OF MOORHEAD, MINNESOTA

BY: _____
DEL RAE WILLIAMS
Mayor
City of Moorhead, Minnesota

BY: _____
Interim City Manager
City of Moorhead, Minnesota

DATE: _____

DATE: _____

METRO FLOOD DIVERSION AUTHORITY

BY: _____
DARRELL VANYO
Chairman
Metro Flood Diversion Authority

DATE: _____

BY: _____
Executive Director
Metro Flood Diversion Authority

DATE: _____

CERTIFICATE OF AUTHORITY

I, Erik Johnson, do hereby certify that I am the principal legal officer of the City of Fargo, North Dakota, that the City of Fargo, North Dakota, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Fargo, North Dakota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

ERIK JOHNSON
Fargo City Attorney

CERTIFICATE OF AUTHORITY

I, John Shockley, do hereby certify that I am the principal legal officer of the City of Moorhead, Minnesota, that the City of Moorhead, Minnesota, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Moorhead, Minnesota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

JOHN SHOCKLEY
Moorhead City Attorney

CERTIFICATE OF AUTHORITY

I, Erik Johnson, do hereby certify that I am the principal legal officer of the Metro Flood Diversion Authority, that the Metro Flood Diversion Authority, is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Metro Flood Diversion Authority in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Metro Flood Diversion Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

ERIK JOHNSON
Lead Counsel, Metro Flood Diversion Authority

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TIM MAHONEY
Mayor, City of Fargo, North Dakota

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

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DEL RAE WILLIAMS
Mayor, City of Moorhead, Minnesota

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

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Interim City Manager, City of Moorhead, Minnesota

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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DARRELL VANYO
Chairman, Metro Flood Diversion Authority

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executive Director
Metro Flood Diversion Authority

DATE: _____

Recommended Contracting Actions Summary

Date: June 23, 2016

Description	Company	Budget Estimate (\$)
Task Order Amendments		
6.a.1 Task Order 1, Amendment 8 (Project Management) <ul style="list-style-type: none"> Increases 2016 insurance budget to cover actual cost Updates programmatic schedule activity ID for Project Management subtasks 	Houston-Moore Group	15,100
6.a.2 Task Order 8, Amendment 13 (Work-In-Kind) <ul style="list-style-type: none"> Add budget to close out comments on the USACE Diversion Inlet Design 	Houston-Moore Group	5,800
6.a.3 Task Order 13 Amendment 13 (Levee Design) <ul style="list-style-type: none"> Close two design tasks and unencumber remaining budget Incorporate AWD-00057 Add scope and budget for 4)existing WP-42 design subtasks Add scope and budget for new design subtask WP-42E Add scope and budget for 1 existing WP-43 design subtask Add scope and budget for demo of 2nd residence near OHB Extend Period of Performance to July 31, 2017 	Houston-Moore Group	340,723
6.a.4 Task Order 17 Amendment 4 (Services During Construction – Work Package 42) <ul style="list-style-type: none"> Incorporate AWD-00059 Add scope and budget SDC for WP-42F.2 	Houston-Moore Group	333,000
Construction Change Orders		
6.a.5 WP-42F.1S Change Order 08 <ul style="list-style-type: none"> Differing subsurface conditions Floating castings 	Industrial Builders, Inc.	257,901.37
6.a.6 WP-42C.1 Change Order 02 <ul style="list-style-type: none"> Install additional length of helical pier 	Landwehr Construction, Inc.	79,632.00
Third-Party Services Agreement		
6.a.7 Service Agreement and Phase 2 Services Order <ul style="list-style-type: none"> Phase 2 - Eight year multi-party platform electronic data management system and services to manage and store Program Records. 	Aconex	1,322,146
Memorandum of Agreement (MOA)		
6.a.8 Mitigation at Maple River Sites <ul style="list-style-type: none"> Reach 7/Maple River aqueduct portion of the proposed diversion channel. 	US Army Corps of Engineers	

**Technical Advisory Group
Recommendation**

Meeting Date: 6/14/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

The Owner’s Representative prepared the following Contract Action(s) for the Technical Staff team:

List description of Contract Action(s):

Houston-Moore Group, LLC

Task Order 1, Amendment 8 – Project Management \$15,100

- Increases 2016 insurance budget to cover actual cost
- Updates programmatic schedule activity ID for Project Management subtasks

BACKGROUND:

Under Task Order 1, Houston-Moore Group, LLC (HMG) is responsible for: providing for the overall project management of Engineer design teams and subcontractor design teams; coordinating with the Owner and Program Management Consultant (PMC); and providing public involvement assistance. HMG has provided these professional services from March 8, 2012, to the present time. See the table on the next page for a summary of the amendments to the Task Order.

This amendment increases Subtask D (Insurance) to cover actual 2016 insurance cost and updates the programmatic schedule activity ID for Project Management subtasks.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Execution Date	Project Completion	Comments
Task Order 1 Amendment 0	\$ -	\$961,175	\$ -	8-Mar-12	30-Sep-12	Initial authorization of subtasks A through C.
Task Order 1 Amendment 1	\$1,075,000	-	\$2,036,675	10-Oct-12	30-Sep-13	Added subtask D. Insurance, and funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance).
Task Order 1 Amendment 2	\$36,000	-	\$2,072,675	10-Jan-13	30-Sep-13	Added meetings and funding under A.i (Project Management).
Task Order 1 Amendment 3	\$350,000	-	\$2,422,675	10-Sep-13	30-Sep-14	Extended POP for All Work to 30-Sep-14, and added funding for subtask A.i (Project Management).
Task Order 1 Amendment 4	\$65,000	-	\$2,487,675	13-Feb-14	30-Sep-14	Added funding and reallocated existing funding within subtasks.
Task Order 1 Amendment 5	\$920,000	-	\$3,407,675	14-Aug-14	30-Sep-15	Extended POP for All Work to 30-Sep-15, and added funding for subtasks A.i (Project Management) and D. (Insurance).
Task Order 1 Amendment 6	\$450,000	-	\$3,857,675	14-Aug-15	31-Mar-16	Extended POP for All Work to 31-Mar-16, and added funding for subtasks A.i (Project Management), A.ii (Public Involvement Assistance), and D. (Insurance).
Task Order 1 Amendment 7	\$398,000	-	\$4,255,675	11-Mar-16	31-Dec-16	Adds funding for subtasks A.i (Project Management) and A.ii (Public Involvement Assistance). Adds insurance requirement for 2016. Adds requirements for monthly schedule updates invoicing and status reporting. Extends POP for All Work through 31-Dec-16.
Task Order 1 Amendment 8	\$15,100	-	\$4,270,775	23-Jun-16	31-Dec-16	Increases Subtask D (Insurance) to cover actual 2016 insurance cost and updated the programmatic schedule activity ID for Project Management subtasks.

DISCUSSION:

HMG's project insurance coverage requirement is \$10,000,000. Half (\$5,000,000) is at HMG's expense and the other half is a project reimbursable expense.

Historic HMG project reimbursable insurance costs are listed below:

2012	\$80,000
2013	\$85,000 (approximate)
2014	\$90,000 (approximate)
2015	\$109,000

Amendment 6 (14-Aug-15) included an estimated 2016 insurance budget of \$115,000 plus \$15,000 to fund the previous year's Subtask D (Insurance) shortfall.

HMG's actual cost for the additional 2016 insurance was \$130,414. The period of coverage is 18-Mar-16 through 18-Mar-17, see attached portion of HMG Project Management invoice #1300 for the period ending 31-mar-16.

This Amendment 8 increases the 2016 insurance budget \$15,100 to \$130,100. There is also an administrative change to correct the programmatic schedule activity ID for Project Management subtasks.

Subtasks A, B, and C are adequately funded for the proposed POP extension to December 31, 2106 and do not require an adjustment at this time.

TO01 Project Management Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 8 (\$)	Total (\$)
A.i Project Management	SW-1160	3,364,175	0	3,364,175
A.ii Public Involvement Assistance	SW-1160	279,000	0	279,000
B. Project Controls	SW-1160	97,500	0	97,500
C. On-Call Services	SW-1160	50,000	0	50,000
D. Insurance	SW-1160	465,000	15,100	480,100
TOTAL		4,255,675	15,100	4,270,775

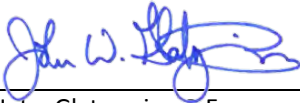
The PMC reviewed HMG's revised cost proposals and found it to be acceptable.

This change amount of \$15,100 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 1, Amendment 8
2. Actual 2016 insurance cost back-up information

Presented by:



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

June 14, 2016

Date

Keith Berndt, Cass County Administrator
Concur: June 14, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: June 21, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: June 21, 2016 Non-Concur: _____

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

David Overbo, Clay County Engineer
Concur: June 16, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: June 15, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: June 16, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 1, Amendment ~~77~~ **78**

MFDA Purchase Order No. 151232

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.

1. Specific Project Data

- A. Title: Project Management
- B. Description: Provide overall project management of Engineer design teams and subcontractor design teams, coordinate with Owner and Program Management Consultant (PMC), and provide public involvement assistance.
- C. Background:
 - i. Project Management will be led by two lead Project Managers, who will report to and work closely with the PMC to plan, organize, and direct activities required to implement the project. The lead Project Managers will have primary responsibility for satisfactory completion of assigned Task Orders. Engineer will assist Owner with the Owner's public involvement process. Such assistance is anticipated to include, at the request of Owner or PMC, attending public meetings, preparing exhibits, displays, and presentations for public meetings, meeting with individuals or agencies, and other task to be determined.
 - ii. Provide project controls, including general scheduling and reporting, compliance with USACE, Owner, and PMC guidelines and protocols, schedule management, and invoicing.
 - iii. Provide on-call services as requested by Owner or PMC for tasks not included in defined scopes.

2. Services of Engineer

- A. Project Management
 - i. General responsibilities for this task include, but are not limited to, the following:
 - 1. Provide the primary points of contact with the PMC.
 - 2. Provide overall project management to satisfactorily complete assigned Task Orders.
 - 3. Provide day-to-day management oversight of Engineer's Design Consultant Teams (DCTs) for assigned Task Orders.

- ii. Public Involvement Assistance: General responsibilities for this task include, but are not limited to, the following:
 - 1. Attend public meetings and meetings with individual property and business owners. For requested public events, attend and give project presentations.
 - 2. Prepare exhibits, displays, and presentations for public meetings.
 - 3. Develop project animations of staging area and function of Diversion.
 - 4. Provide up to 8 staff for individual meetings with residents in the upstream staging area communities of Oxbow, Hickson, and Bakke.
 - 5. Meet with individuals or agencies, and other tasks determined by Owner or PMC.

Deliverables

- i. Monthly reports
- B. Project Controls: Responsibilities for this task include, but are not limited to, the following:
 - i. General
 - 1. Establish and maintain task order cost and schedule reporting systems.
 - 2. Prepare budget and schedule reports, implement cost and schedule variance reporting systems, and issue periodic variance reports.
 - 3. Establish and maintain a change control system.
 - 4. Track and report status for each task order.
 - ii. USACE/Diversion Authority Compliance
 - 1. Develop Project Management Guide/Protocols Document
 - 2. Develop Project Specific Safety Plan
 - 3. Develop Project Document Controls/Standards
 - 4. Develop Quality Assurance Plan (QAP)
 - 5. Develop survey standards
 - iii. Schedule Management
 - 1. Review and monitor task order schedules.
 - 2. Implement a schedule reporting system, which will monitor and manage the progress of project tasks on a monthly basis.
 - 3. Provide monthly schedule update.
 - a. CH2M HILL / AE2S will provide a P6 schedule prior to the last Friday of each month.
 - b. Engineer will update the actual start and finish dates and provide estimated expected finish dates based on their work progress.
 - c. Monthly schedule updates will be provided by Engineer to CH2M HILL / AE2S by the first Friday of the subsequent month (within one week of month end).

Deliverables

- i. Prepare and submit project controls budget and schedule updates for monthly reports, and monthly invoices.
- C. On-Call Services: Respond to requests for services from PMC for tasks not included in defined scopes. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables

- i. On-call service deliverables as requested.
- D. Insurance: Provide \$5M in project specific insurance as a project cost (\$5M of project specific insurance is to be provided at Engineer’s expense) for 2012, 2013, 2014, 2015, and 2016.

Deliverables

- i. Insurance Certificates naming the Diversion Board of Authority, Fargo, ND; City of Fargo, ND; Cass County, Fargo, ND; Cass County Joint Water Resource District, West Fargo, ND; City of Moorhead, MN; Clay County, Moorhead, MN; Buffalo-Red River Watershed District, Barnesville MN; North Dakota State Water Commission, Bismarck, ND; and CH2M HILL as additional insureds.

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>
All Work	March 8, 2012	December 31, 2016

5. Payments to Engineer

- 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	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	SW-1160SW-1150	3,364,175 2,989,175	375,000	3,364,175
A.ii Public Involvement Assistance	SW-1160SW-1180	279,000 256,000	23,000	279,000
B. Project Controls	SW-1160SW-1150	97,500	0	97,500
C. On-Call Services	SW-1160SW-1150	50,000	0	50,000
D. Insurance	SW-1160SW-1150	465,000	0 15,100	465,000 480,100
TOTAL		3,857,675 4,255,675	398,000 15,100	4,255,675 4,270,775

- B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.
- C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.
- D. Provide monthly invoice and status report
 - i. Status report will accompany invoice, and detail work completed during the invoice period.
 - ii. Status report will be organized by subtask, and provide narrative of work completed on each subtask.
 - iii. Status of work completed will include:
 - 1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.
 - 2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.
 - 3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

- A. Barr Engineering Company
- B. Braun Intertec Corporation
- C. HDR, Inc.
- D. Kadrmas, Lee & Jackson
- E. Northern Technologies, Inc.
- F. SRF Consulting Group, Inc.

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 March 8, 2012.

DRAFT

ENGINEER:

Houston-Moore Group, LLC

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

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
925 10th Ave E
West Fargo, ND 58078
Tel 701-282-4692
Fax 701-282-4530

June 1, 2016

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

Email: APInvoicesFMDiv (APInvoicesFMDiv@ch2m.com)

Attention: CH2M

Subject: Invoice: 1300
March 2016

To Whom it May Concern:

The March 2016 invoice for Task Order No. 1 in the amount of \$193,557.37 is attached for your review and approval. This invoice includes work conducted by Houston-Moore Group and sub consultants Kadmas Lee & Jackson, Barr Engineering Company, Braun Intertec Corporation, HDR, Inc., and SRF Consulting Group, Inc. as shown in the attached Invoice 1300 . Monthly contract status is provided as part of this invoice submission.



Houston-Moore Group
925 10th Ave E
West Fargo, ND 58078
Tel 701-282-4692
Fax 701-282-4530

Invoice Summary:

Task No.	Activity ID	Original Budget	Amendment Amount	Total Budget	Total	Percent Expended (%)	Current	Previous	Balance Remaining	Estimate at Completion
		(\$)	(\$)	(\$)	Invoices (\$)		Invoice (\$)	Invoices (\$)	(\$)	(\$)
HEI/MEI	SW-1150	554,175	2,810,000.00	3,364,175.00	2,852,179.58	84.8%	55,306.87	2,796,872.71	511,995.42	3,364,175.00
401	SW-1180	50,000	229,000.00	279,000.00	244,961.11	87.8%	2,974.00	241,987.11	34,038.89	279,000.00
501	SW-1150	207,500	-110,000.00	97,500	68,147.21	69.9%	4,862.50	63,284.71	29,352.79	97,500.00
601	SW-1150	150,000	-100,000.00	50,000	0.00	0.0%	0.00	0.00	50,000.00	50,000.00
701	SW-1150	0.00	465,000.00	465,000.00	480,046.00	103.2%	130,414.00	349,632.00	-15,046.00	480,046.00
Total		961,675	3,294,000.00	4,255,675.00	3,645,333.90	85.7%	193,557.37	3,451,776.53	610,341.10	4,255,675.00

Contract Summary:

Task Order No.	Amendment No.	Approval Date	Period of Performance
1	0	05/21/2012	09/30/2012
1	1	10/10/2012	09/30/2013
1	2	01/10/2013	09/30/2013
1	3	10/10/2013	09/30/2014
1	4	02/13/2014	09/30/2014
1	5	08/14/2014	09/30/2015
1	6	08/14/2015	03/31/2016
1	7	03/11/2016	12/31/2016

Potential Change Orders:

Item No.	Description	Submittal Date	Status	Estimated Amount	Approved Amount	Approved Time Extension	Comments
1	Insurance	06/01/2016	Submitted	\$15,046.00			Task 701 – additional budget needed for increased renewal coverage.

Schedule Summary:

A Summary of major schedule dates is as follows:

No delays in schedule have been identified at this time.

Work accomplished during this period includes:

*Include information such as task completion dates, meeting dates, dates of field work such as surveys etc.

Task No. HEI/MEI – Project Management

1. Task Order progress tracking.
2. Coordination with PMC, Sponsors, USACE including TAG meetings on 03/15/2016, 03/22/2016 and 03/29/2016, TWG meeting on 03/10/2016, Diversion Authority meetings on 03/10/2016 and 03/31/2016, CCJWRD meetings on 03/10/2016 and 03/24/2016, and other project conference calls.

Task No. 401 – Public involvement assistance

1. Staging area 925 elevation mapping.
2. Rush River Water Resource District maps.

Task No. 501 –Project Controls

1. Managing sub-consultant scopes, invoices, and payments.

Task No. 601 –On-Call Services

1. None

Task No. 701 –Insurance

1. Professional liability insurance has been renewed.

Work planned for next period includes:

Task No. HEI/MEI –Project Management

1. Task Order progress tracking.
2. Coordination with PMC, Sponsors, USACE including TAG, TWG, Diversion Authority, CCJWRD, and other project conference calls.

Task No. 401 –Public involvement assistance

1. None identified at this time.

Task No. 501 –Project Controls

1. Managing sub-consultant scopes, invoices, and payments.

Task No. 601 –On-Call Services

1. None identified at this time.

Task No. 701 –Insurance

1. None identified at this time.

Please advise if you have any questions about this invoice.

Sincerely,

Houston – Moore Group



Lyndon M. Pease, PE

Project Manager



Short pay invoice by \$15,046 for Insurance subtask that has exceed current budget.
 Pay \$193,557.37 - \$15,046.00 = \$178,511.37.

925 10th Ave E
 West Fargo, ND 58078
 701-282-4692

Flood Diversion Authority
 Keith Berndt
 211 9th Street South
 P. O. Box 2806
 Fargo, ND 58108-2806

Invoice number 1300
 Date 06/01/2016

Project **1001 Task Order 1 - Project Management**

Professional Services

Task Order 1 – Project Management, thru 03-31-16.

FMDA Purchase Order No. 151232

HEI/MEI - Project Management - Phase 201 & 301

Labor

	Hours	Rate	Billed Amount
GIS Manager	2.00	146.00	292.00
Principal Engineer	8.50	180.00	1,530.00
Project Manager	66.00	157.00	10,362.00
Senior Project Manager	180.50	174.00	31,407.00

Expense

	Units	Rate	Billed Amount
Miles			
03/08/2016 <i>G.Thielman/To/From CH2M for Meeting.</i>	6.00	0.65	3.90
03/09/2016 <i>L.Pease/Public Outreach and Land Management Committee Meetings</i>	17.00	0.65	11.05
03/10/2016 <i>L.Pease/CCJWRD Meeting, TWG Meeting, GIS Meeting. G.Thielma/To/From Cass County Highway Dept.</i>	46.00	0.65	29.90
03/18/2016 <i>J.Volk/03-10-16 DA Meeting</i>	13.00	0.65	8.45
03/31/2016 <i>J.Volk/to/fr/6 Entity Meetings & DA Meeting.</i>	11.00	0.65	7.15
Subtotal			60.45

Consultant

	Cost Amount	Multiplier	Billed Amount
Contracted Service			
Barr Engineering Company	4,355.00	1.05	4,572.75
Braun Intertec Corporation	1,937.50	1.05	2,034.38
HDR, Inc.	1,787.19	1.05	1,876.55

HEI/MEI - Project Management - Phase 201 & 301

Consultant

	Cost Amount	Multiplier	Billed Amount
Contracted Service			
Kadrmass, Lee & Jackson, Inc.	2,210.00	1.05	2,320.50
SRF Consulting Group, Inc.	810.70	1.05	851.24
Subtotal	11,100.39		11,655.42
HEI/MEI - Project Management - Phase 201 & 301 subtotal			55,306.87

401 Public Involvement Assistance

Labor

	Hours	Rate	Billed Amount
GIS Manager	2.00	146.00	292.00
GIS Technician I	25.50	99.00	2,524.50
GIS Technician II	1.50	105.00	157.50
Phase subtotal			2,974.00

501 Project Controls

Labor

	Hours	Rate	Billed Amount
Administrative Assistant	9.50	72.00	684.00
Bookkeeper	20.00	87.00	1,740.00
Project Manager	14.50	157.00	2,276.50
Senior Project Engineer	1.00	162.00	162.00
Phase subtotal			4,862.50

701 Insurance

Expense

	Units	Rate	Billed Amount
Miscellaneous Expenses			
03/18/2016			130,414.00
2016/2017 Professional Liability Renewal			

Invoice total **193,557.37**

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
HEI/MEI - Project Management - Phase 201 & 301	3,364,175.00	2,796,872.71	2,852,179.58	55,306.87
401 Public Involvement Assistance	279,000.00	241,987.11	244,961.11	2,974.00
501 Project Controls	97,500.00	63,284.71	68,147.21	4,862.50
601 On-Call Services	50,000.00	0.00	0.00	0.00
701 Insurance Over Budget	465,000.00	349,632.00	480,046.00	130,414.00
Total	4,255,675.00	3,451,776.53	3,645,333.90	193,557.37

PLEASE REMIT PAYMENT - ATTENTION ACCOUNTING

Dawson Insurance
 721 1st Ave N
 Fargo, ND 58102
 Phone: 701-237-3311 701-232-4442

INVOICE NO .104123		Page 1
ACCOUNT NO.	OP	DATE
HOUST-2	KL	03/18/2016
PRODUCER		
Jay Kleingartner, CIC		
AMOUNT PAID	AMOUNT DUE	
	\$130,414.00	

Houston Moore Group LLC
 Attn Jeff Volk
 925 10th Ave E
 West Fargo, ND 58078

Item #	Due Date	Trn	Type	Policy #	Loan #	Description	Amount
891824	03/18/16	MEM	PROF	AEH288371384		16/17 Professional Liability	\$130,414.00

Invoice Balance:

\$130,414.00

*1001.701 Music Exp
 direct*

*# 10359
 3/21/16*

[Signature]
 3/21/16

Technical Advisory Group Recommendation

Meeting Date: 6/16/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

The Owner’s Representative prepared the following Contract Action(s) for the Technical Staff team:

List description of Contract Action(s):

Houston-Moore Group, LLC

Task Order 8, Amendment 13 – Work-in-Kind (WIK)

\$5,800

- Add budget for closing out comments on the USACE Diversion Inlet Design.

BACKGROUND:

Houston-Moore Group, LLC (HMG) has provided Work-in-Kind engineering services under Task Order 13 from November 8, 2012, to the present time, and is the Engineer of Record for those services. See the table below for a summary of the amendments to the Task Order.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Agreement Execution Date	Project Completion	Comments
Task Order 8 Amendment 0	\$ -	\$669,330	\$ -	12-Apr-12	31-Jul-12	Initial authorization of subtasks A-E.
Task Order 8 Amendment 1	\$58,000	-	\$727,330	10-Oct-12	31-Oct-12	Added meander belt width analyses; EMB opening; maximum project design flows; local drainage plan.
Task Order 8 Amendment 2	\$18,000	-	\$727,330	20-Nov-12	31-Dec-12	Added Reach 1 Low Flow Channel Meander Modeling.
Task Order 8 Amendment 3	\$15,000	-	\$727,330	10-Jan-13	30-Sep-13	Added Geomorphology.
Task Order 8 Amendment 4	\$15,000	-	\$727,330	13-Jun-13	30-Sep-13	Added MN EIS Scoping Document.
Task Order 8 Amendment 5	\$0	-	\$727,330	10-Oct-13	30-Sep-14	Extended POP.
Task Order 8 Amendment 6	\$129,345	-	\$856,675	13-Feb-14	30-Sep-14	Added MN EIS Preparation Support.
Task Order 8 Amendment 7	\$86,000	-	\$942,675	9-Oct-14	31-Mar-15	Added Cemetery Assessment Team Support, and Large Structure Team Support.
Task Order 8 Amendment 8	\$264,000	-	\$1,206,675	10-Dec-14	28-Feb-15	Added Hydraulic Structures Aesthetics Evaluation, and Baseline Streambank Erosion Evaluation.

Task Order 8 Amendment 9	\$97,000	-	\$1,303,675	5-Feb-15	30-Jun-15	Added analysis of 37-foot stage through town, and LFC Modeling: Maple River to Diversion Inlet.
Task Order 8 Amendment 10	\$175,000	-	\$1,478,675	9-Apr-15	30-Sep-15	Added funding for MN EIS Preparation Support, and Large Structure Team Support.
Task Order 8 Amendment 11	\$0	-	\$1,478,675	14-Aug-15	31-Mar-16	Reallocated budget, and extended POP of selected subtasks to 31-Mar-16.
Task Order 8 Amendment 12	\$34,190	-	\$1,512,865	11-Feb-16	31-Dec-16	Adds funding Cemetery Assessment Team Support, and Baseline Streambank Erosion Evaluation; extends POP of selected subtasks to 31-Dec-16.
Task Order 8 Amendment 13	\$5,800	-	\$1,518,665	23-Jun-16	31-Dec-16	Adds budget for addressing comments on the USACE Diversion Inlet Design.

DISCUSSION:

Amendment 13 to Task Order 8 adds \$5,800 to the current budget for Task E.VIII, Large Structure Team Support, to close out review comments on the USACE Diversion Inlet Design. This work included obtaining additional subconsultant expertise in geotechnical, mechanical, and electrical engineering. Task E.VIII is complete and can be closed with this amendment.

TO8 Utility Relocation and Identification Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 13 (\$)	Total (\$)
A. Meander Belt Width Analyses	SW-1010	307,203	0	307,203.00
B. Identification and Assessment of Tie-Back Levees	SW-1040	45,089.96	0	45,089.96
C. EMB Openings (Allowance)	SW-1040	39,989	0	39,989.00
D. Diversion Inlet Gates (Allowance)	SW-1040	55,418	0	55,418.00
E. On-Call Services (\$250,000 Allowance)	SW-1040	76,338.95	0	76,338.95
E.I. Maximum Project Design Flows	SW-6130	13,658	0	13,658.00
E.II. Local Drainage Plan	SW-1060	9,978	0	9,978.00
E.III. Reach 1 LFC Meander Modeling	SW-1010	9,693	0	9,693.00
E.IV. Geomorphology Consulting	SW-1390	16,804.34	0	16,804.34
E.V. MN EIS Scoping Document Comment Support	SW-6180	8,502.75	0	8,502.75
E.VI. MN EIS Preparation Support	SW-1142	416,000	0	416,000.00
E.VII. Cemetery Assessment Team Support	SW-1410	109,750	0	109,750.00
E.VIII. Large Structure Team Support	SW-6110	50,000	5,800	55,800.00
E.IX. Hydraulic Structures Aesthetics Evaluation	SW-6200	54,000	0	54,000.00

E.X. Baseline Stream Bank Erosion Evaluation	SW-1390	219,440	0	219,440.00
E.XI. LFC Modeling: Maple River to Diversion Inlet	SW-6170	81,000	0	81,000.00
TOTAL		1,512,865	5,800	1,518,665

The PMC reviewed HMG’s revised cost proposals and found it to be acceptable.

This change amount of \$5,800 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 8, Amendment 13
2. HMG Cost Proposal

Presented by:

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

June 16, 2016

Date

Keith Berndt, Cass County Administrator
 Concur: June 21, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
 Concur: June 21, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
 Concur: June 21, 2016 Non-Concur: _____

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

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

Robert Zimmerman, Moorhead City Engineer
 Concur: June 17, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project Manager
 Concur: June 16, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 8, Amendment ~~1212~~ **1213**

MFDA Purchase Order No. 152023

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.

1. Specific Project Data

- A. Title: **Work-In-Kind (WIK)**
- B. Description: This task order will include requests by USACE for the Local Sponsor (Diversion Authority) to provide WIK services related to the Project.
- C. Background: As allowed by the Federal process, USACE is allowed to request the Diversion Authority provide services as WIK for services that USACE would normally do, but that the Diversion Authority has resources or particular expertise to perform.

2. Services of Engineer

A. MEANDER BELT WIDTH ANALYSES:

Background: Meander Belt Width Analysis was begun under a separate contract. This scope expands upon the work completed under the separate contract.

Develop a Technical Memorandum (TM) that provides estimates of the probability of non-exceedance for different meander belt widths given design flows and channel geometry of the Low Flow Channel (LFC), variability and uncertainty in the erodibility and shear strength of the soils along the LFC, and most likely scenarios for the sequence of diversion works commissioning.

Develop for the following six (6) reaches:

- I. Diversion outlet upstream to Rush River inlet
- II. Rush River inlet upstream to Lower Rush River inlet
- III. Lower Rush River inlet upstream to Maple River aqueduct
- IV. Maple River aqueduct upstream to Drain 14 inlet
- V. Drain 14 inlet upstream to Drain 21C inlet
- VI. Drain 21C inlet upstream to Sheyenne River aqueduct

Conduct the following tasks:

- I. Site visit of Red River and tributaries.
- II. Conduct geoprobe drilling, sediment coring, and carbon dating at transects along successive point bars in meander loops at the Red River of the North, Sheyenne River, and Rush River (upstream of channelized reaches) to determine channel migration rates over geologic time scale.

- III. Identify channel avulsion using LiDAR, and develop preliminary hypothesis about possible triggers.
- IV. Calculate meandering planform statistics for different reaches of the Red River of the North, Rush, Lower Rush, Maple, and Sheyenne Rivers and compare bankfull geometry and streamwise slope for bracketing of the proposed planform and cross section configuration of the LFC.
- V. Develop RVR Meander models for selected reaches of the Red River of the North, Rush, Lower Rush, Maple, and Sheyenne Rivers to obtain calibration parameters for evaluation of the proposed planform and cross section configuration of the LFC.
- VI. Quantify the ultimate meander amplitude of the proposed planform configuration of the LFC using RVR Meander in probabilistic fashion to account for the observed variability in hydrologic conditions and soil properties.
- VII. Provide most optimal, alternative planform and cross section configuration of the LFC that minimizes meandering adjustments in both the short- and long-term. Evaluate need for lateral and vertical erosion control features in the LFC or the main diversion channel.
- VIII. Assess impact of different scenarios for commissioning of diversion works on short-term LFC meandering adjustments using RVR meander in deterministic fashion.
- IX. Develop a summary of significant O&M activities for the West Fargo Diversion and Horace to West Fargo Diversion Channels. This will include a map for every year since the Diversion channels were constructed, including items such as quantities and lengths of sediment removal, riprap, structure installations or modifications, or surveys.
- X. Provide technical assistance and review to USACE on sediment transport analysis and Geomorphology Study.

The following data and definitions will be provided by USACE or Owner:

- I. The resistance to erosion and shear strength properties of the soils along the LFC, including ongoing laboratory tests of soil erodibility at Texas A&M, as well as more recent geotechnical field investigations conducted along the LFC and main diversion channel.
- II. The proposed LFC dimensions (cross sections, slope) and planform configuration.
- III. Design flow discharges for the LFC, including updates on the hydrology of frequent events.
- IV. Proposed vegetation coverage at the bottom of the main diversion channel.
- V. Report prepared by WEST Consultants (“Geomorphology Study of the Fargo, ND & Moorhead, MN Flood Risk Management Project”), including electronic files containing historical data compiled and new data collected.
- VI. Most likely scenarios for commissioning of diversion works.

Prepare a first Draft Technical Memorandum:

- I. Summarize key findings during initial site visit.
- II. Describe field investigations along successive point bars in meander loops; include laboratory results of carbon dating, if available.
- III. Identify channel avulsion areas, and of other geomorphic features (e.g., oxbows) characterizing river dynamics over long spatial and time scales.

- IV. Present meandering statistics for the Red River of the North, Rush, Lower Rush, Maple and Sheyenne rivers and compare to bankfull geometry and streamwise slopes.
- V. Provide initial description of approach for meander belt width analysis using RVR Meander, including modeling in probabilistic terms.
- VI. Develop and calibrate RVR Meander models for selected reaches of the Red River of the North, Rush, Lower Rush, Maple, and Sheyenne Rivers.

Prepare a second Draft Technical Memorandum:

- I. Describe approach for meander belt width analysis using RVR Meander and extended geomorphologic analysis of the Red River of the North and its tributaries.
- II. Process data for input into meander belt width analysis of LFC.
- III. Provide meander belt width analysis of LFC using RVR meander, and iterations with sediment transport calculations.
- IV. Extend geomorphologic analysis of the Red River of the North and its tributaries, including determination of channel migration rates and channel avulsion potential over long time scales.
- V. Recommend design planform and cross section configuration for Final Design of LFC.

Develop a brief, graphics-rich, PowerPoint presentation of the background and results. This presentation must be suitable for a non-technical audience.

Deliverables:

- I. REV2 Technical Memorandum – Meander Belt Width Analysis
- II. REV2 PowerPoint Presentation

B. IDENTIFICATION AND ASSESSMENT OF TIE-BACK LEVEES:

- I. Background: USACE is undertaking an analysis to determine if the tie-back levees would be classified as jurisdictional dams. If the tie-back levees are classified as dams, the impact to the project needs to be determined.
- II. Assist the Owner and PMC with identifying and assessing the impacts to the Project due to the possible reclassification of the tie-back levees to be jurisdictional dams. Assistance may include:
 - analysis and comparison of Federal, State of North Dakota, and State of Minnesota regulations
 - identification of applicable design criteria
 - analysis of floodplain impacts, including FEMA, state law and rules, and local jurisdiction regulations
 - assessment of spillway and flowway requirements
 - recommendations for options for the project

C. EMB OPENINGS:

- I. Background: prior to operation of the Diversion, the Fargo-Moorhead area may experience flood events. The partially constructed works should not increase the impacts of flooding.
- II. Determine the location and size of openings in the excavated material berms (EMBs) to prevent an increase in flood elevations from the “without project” case for the 10-yr and

100-yr events. In addition to analysis of Red River and Rush/Lower Rush River events, analyze Sheyenne River and Maple River events. Provide to USACE design teams.

D. DIVERSION INLET GATES:

- I. Background: the FM Diversion Feasibility Study recommended a fixed weir for the inlet to the Diversion Channel. A gated inlet may offer some advantages over the fixed weir.
- II. Develop preliminary layout and sizing of a gated inlet to the Diversion channel, including gate sizing and number of gates, to pass flows up to the Inflow Design Flood (IDF). Describe operation during the Probable Maximum Flood (PMF).
- III. Assess capacity limitations of the Sheyenne River aqueduct for events up through the IDF.
- IV. Determine advantages and disadvantages of a fixed weir and a gated structure, including reliability, operability, through-town hydrograph, environmental, and geotechnical considerations, and impacts on the volume, frequency, and duration of water in the staging and storage areas for the 10, 100, and 500 year events.
- V. Develop preliminary comparative cost estimates of each type of inlet.

- E. ON-CALL SERVICES: Respond to requests for services from PMC for tasks not identified to date. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables: On-call service deliverables as requested.

- I. MAXIMUM PROJECT DESIGN FLOWS. For approximately 15 Project flow scenarios, ranging from 0 – 250,000 cubic feet per second (cfs) and with a maximum flow rate through the diversion channel of 100,000 cfs:
 1. Use existing model runs with Fargo Gage range of 30-40 feet and interpolate when needed, determine the following:
 - Modeled flow rates through the diversion channel.
 - Modeled flow rates through the Red River.
 - The water surface elevation for the southern embankment (staging/storage area).
 2. For stages at the Fargo Gage up to 43 feet, conduct modeling to determine:
 - Modeled flow rates through the diversion channel.
 - Modeled flow rates through the Red River.
 - The water surface elevation for the southern embankment (staging/storage area).

Deliverables: Provide a table of results. Use template developed by USACE.

- II. LOCAL DRAINAGE PLAN. Complete the scope of work identified in AWD-00005, currently being executed under City of Fargo contract No. 5683-5.

Deliverables:

1. Technical Memorandum – Local Drainage Plan for the FM Diversion Project.
2. PowerPoint Presentation.

- III. REACH 1 LOW FLOW CHANNEL (LFC) MEANDER MODELING.

1. Model the Reach 1 LFC design developed by USACE using the RVR Meander software.

Deliverables:

1. Technical Memorandum.

IV. GEOMORPHOLOGY CONSULTING

1. Provide senior engineer ongoing engineering consultation, preparation for workshop with Minnesota Department of Natural Resources, and workshop participation.

V. MN EIS SCOPING DOCUMENT

1. Participate in meetings and perform requested work to expand upon the upstream retention portion of the FM Diversion – Flood Frequency and Retention White Paper in combination with levees to 42.5 feet. Assist the USACE with comments on the MN EIS Combination of Measures without a Diversion alternative.

Deliverables:

1. Revised upstream retention white paper.

VI. MN EIS PREPARATION SUPPORT

The Minnesota Department of Natural Resources (DNR) is preparing an EIS for the Fargo-Moorhead Flood Risk Management Project and requires support from the Local Sponsors to complete technical studies and reports for the EIS as listed below.

1. Socioeconomic Analysis:

The MN EIS will provide information on the social and economic effects of reducing flood risk within the Fargo-Moorhead Metropolitan area and impacts in the staging area. This information will satisfy the State's procedural requirements to assess social and economic factors as they relate to the Project and project alternatives (Minnesota Rules part 4410.2300 H) and address public comments received regarding the socioeconomic effects of the Project.

The socioeconomic impacts will quantitatively identify the costs of the Project (including mitigation) as well as the flood damage reduction benefits arising from operation of the Project (including mitigation). The EIS will also qualitatively disclose the social implications of the Project.

The socioeconomic analysis will incorporate new and updated information in addition to what was incorporated into models developed for the FFREIS. Therefore, the EIS model outputs will not provide a side-by-side comparison of model outputs developed for the FFREIS and will not be comparable to model outputs that were presented in the FFREIS or model outputs that would result from applying the model platform used for the FFREIS.

Model outputs for inclusion in the EIS will be quantitative cost/benefits for five different flood frequencies (10, 25, 50, 100, and 500-year) for all alternatives found to meet the purpose and need of the Project and carried forward in analysis. Flood elevations from the H&H flood frequencies will be used to populate a socioeconomic model to quantify flood related costs and benefits. Local and regional benefits will be identified and incorporated into the analysis.

Social impacts such as property buyouts will be described in monetary terms where possible and qualitatively disclosed where the impact is not quantifiable. If possible, the flood damages/fighting, development and qualitative social outputs will also be displayed geographically indicating North Dakota versus Minnesota and metropolitan versus rural.

- a. Software: Hazus-MH 2.1 (FEMA) with user supplied data for economic analysis (IMPLAN default data not provided with this version).

- b. Local and Regional Benefits – obtain from Corp’s Regional Economic Development (RED) account or similar source. An IMPLAN model can be used to develop quantitative outputs from updated RED information that can be added and/or subtracted from the costs and benefits output from the Hazus model.
 - c. Cost information for analysis:
 - i. Construction costs (quantitative)
 - ii. Mitigation costs (quantitative)
 - iii. Operation and maintenance costs (quantitative)
 - iv. Social costs (qualitative)
 - d. Benefit information needed for analysis:
 - i. Flood damages/fighting (quantitative)
 - ii. Development (quantitative)
 - iii. Induced economic growth (quantitative)
 - iv. Social (qualitative)
 - e. Analyze the following MN EIS alternatives (if found to meet the purpose and need of the Project):
 - i. Proposed Project
 - ii. Base No Action Alternative (no emergency measures)
 - iii. No Action Alternative (with emergency measures)
 - iv. Distributive Storage (with flood barriers)
 - v. C2 (move the Southern Alignment north 1.5 miles)
2. Other Studies and Support:
- a. Compilation of completed and currently funded flood risk reduction projects since FFREIS) – provide list of project descriptions and available information to DNR.
 - b. Changes in wetland impacts due to Project alignment changes – write memo based on information provided by USACE.
 - c. County and city land use plans (relevant portions) – provide information to DNR.
 - d. Analysis of hydrologic rating curve – provide DNR with updated H&H models that incorporate the most recent project modifications and mitigation measures (H&H 7.1 model update).
 - e. Analysis of 37-foot stage through town - For Fargo ND, Moorhead MN, Cass County ND, and Clay County MN review existing infrastructure and document impacts that would occur and require mitigated if the Project Red River flow through town stage were increased from 35-feet to 37-feet at the Fargo gage. Include in the evaluation: pump dependency time, county road closures and isolated properties, protecting/maintaining sewer systems between 35-foot and 37-feet, number of basements impacted between 35-foot and 37-foot, and impacts to Cass and Clay Counties in rural areas. Determine the additional length of levees required for Project Red River flow through town stage of

37-feet at the Fargo gage. Determine what modifications are required for certification of existing levees for Project Red River flow through town stage of 37-feet at the Fargo gage.

3. Deliverables
 - a. Model outputs for different flood frequencies for all alternatives found to meet the purpose and need of the Project
 - b. For alternatives modeled, maps of the flood damages/fighting, development and qualitative social outputs displayed geographically indicating North Dakota versus Minnesota and metropolitan versus rural
 - c. Project descriptions and available information of completed and currently funded flood risk reduction projects since FFREIS)
 - d. Wetland impacts memo due to project changes
 - e. County and city land use plans
 - f. Updated H&H model
 - g. Technical memorandum summarizing the additional impacts and mitigation for a Project 37-foot stage at the Fargo Red River gage.

VII. CEMETERY ASSESSMENT TEAM SUPPPORT

Work with the Corps-Sponsor Cemetery Assessment Team to develop two to three mitigation alternatives (if applicable) for each site:

1. Identify impacts to each of 11 impacted cemeteries, both under existing conditions and with Project. Identify if the impact severity changes/increases under the "with-project condition" (does increase in depth, duration, frequency change/increase the impact).
2. Include issues/information identified during site-visits conducted on July 21-22, 2014.
3. Identify and screen alternatives for site-specific mitigation measures for the 11 cemeteries to be impacted by the diversion project. List all mitigation types considered.
4. Include the berm alternative evaluations.
 - a. Include alternatives for interior drainage features for a berm/wall alternative.
 - b. Consider use of closure types for access.
 - c. Identify whether there are any land constraints making a berm unfeasible at a particular cemetery.
5. Include a high-level cost estimate for each. The cost estimate should include line items for projected O&M costs with each mitigation alternative in place.
6. Consider how access to each site is under existing and "with-project conditions". Include a rough cost estimate for mitigating for access.
7. The USACE will provide any necessary geotechnical assistance.
8. Develop a report that fully documents the efforts and analysis completed in developing a site-specific mitigation plan, including specific cemetery information.

- a. Report should include cemetery maps which show land parcel information. This would also show the parcels adjacent to the cemetery which may be needed if a berm is to be constructed.
- b. Incorporate the previously developed "Cemetery Study – June 2013" as an appendix.

VIII. LARGE STRUCTURES DESIGN TEAM SUPPORT

1. Provide senior engineer to provide ongoing engineering consultation to the USACE Large Structure Design Team. Participate in weekly meetings and provide status reports to Owner and PMC regarding design of the following structures: Diversion Inlet Structure, Red River Control Structure, and Wild Rice River Control Structure.

IX. HYDRAULIC STRUCTURES AESTHETICS EVALUATION

1. Background: The Owner desires to have a unified aesthetic identity for structural elements along the Diversion Channel. Engineer completed a Bridge Aesthetics Technical Memorandum in November 2012 which included a review of relevant project information, including the draft recreation plan, a picture survey of regional bridges, and the development of several bridge aesthetic concepts for interstate and county road bridges. The Owner selected a simulated stone (Mankato Cut Stone) form liner for abutment wing walls, tapered wall piers for interstate bridges and hammerhead piers for county and township bridges.
2. Purpose: The USACE has started preliminary design work on the Diversion inlet structure and requested the non-federal local sponsors provide an aesthetic plan for the structure by February 1, 2015 after completion of their Preliminary Engineering Report. This scope of work builds on the selected bridge aesthetic plan and provides for an evaluation of several aesthetic concepts for the Project's hydraulic structures.
3. Scope: An aesthetics evaluation will be conducted for the Project's hydraulic structures which include three (3) control structures and two (2) aqueducts. It will take into account and build upon the aesthetics developed for the Project bridges. Up to three aesthetics concepts will be developed for the Projects hydraulic structures and an Owner selection team will review and select an aesthetics plan for the structures.
 - a. Review preliminary hydraulic structure design documents and relevant available base mapping, the bridge aesthetics report and relevant planning studies and agency guidelines, and the Draft Diversion Recreation and Use Plan. Identify aspects of the Recreation and Use Plan that could affect the design of structures.
 - b. Assess the visual character of the proposed structure sites and nearby surrounding community context through select photographs and sketches to serve as a basis for developing aesthetic design themes appropriate to the setting.
 - c. Hydraulic Structures Aesthetics Concept Development and Coordination.
 - i. Develop three (3) alternative aesthetic design themes for the Project's hydraulic structures. Prepare appropriate graphics to communicate each theme for preliminary consideration by project stakeholders with the goal of selecting a preferred alternative(s) that can be applied to the entirety of the

project to establish a distinct recognizable identity. The scale of the project may potentially warrant multiple complementary aesthetic treatments rather than just one uniform theme dependent upon further review.

- d. Prepare comparative cost estimates for each alternative.
- e. Prepare hydraulic structures aesthetics design drawings.
 - i. At a minimum, prepare drawings for one (1) control structure and one (1) aqueduct.
 - ii. Coordinate with design team members on technical aspects of the hydraulic structures designs.
 - iii. Prepare conceptual plan, elevation, and section drawings that illustrate different hydraulic structures types using the selected preferred alternative theme(s).
- f. Prepare prototypical hydraulic structures aesthetics design models. Prepare conceptual 3D computer models using the Sketchup Program that illustrate prototypical conditions and select design details utilizing the selected preferred alternative theme(s).
- g. Develop one (1) photo-realistic 3D visualization graphic illustrating the incorporation of the preferred alternative design at a specific project location.
- h. Prepare a Hydraulic Structures Aesthetics Technical Memorandum to serve as a guide for final design and as a record of the process by which aesthetic design decisions were made. Include an executive summary, narrative, design guidelines, meeting records, and a summary record of decisions matrix.
 - i. The narrative should summarize the basis for the selected preferred alternative theme(s) and intended application including but not limited to: project background, site and community context, associated studies, alternative themes considered, bridge types, retaining wall types, and other design features.
 - ii. Prepare hydraulic structures aesthetics design guidelines. Refine and format the graphic illustrations of the prototypical and bridge-specific studies prepared in task above that will serve as guidelines for the final design phase of each hydraulic structures.
 - iii. Summary Record of Decisions Matrix. In simple matrix table format, list the selected hydraulic structures aesthetic options as a quick summary reference.

X. BASELINE STREAM BANK EROSION EVALUATION

1. Purpose: To establish baseline data with historical references of stream bank erosion and channel planform changes along the Red River and associated tributaries in the Fargo, ND and Moorhead, MN region using GIS aerial imagery and analysis.
2. Background: The Project is being designed and constructed to reduce the impacts of Red River flooding in the Fargo/Moorhead area. River systems in

dynamic equilibrium generally exhibit some erosion and ongoing changes that are considered baseline or normal responses to various driving mechanisms. The Army Corps of Engineers and partners acknowledge that post construction changes to the river systems may occur and are cooperatively creating a monitoring plan and adaptive management guidelines to measure, evaluate, and respond to changes. Relative impacts of the Project on the river channel and associated resources will largely be based on assessments and comparisons of stream bank conditions over time. Monitoring the river(s) before and after construction provides the necessary empirical data for a valid assessment of the impacts that can be attributed to the Project.

3. Location: Red River and associated tributaries in the Fargo, ND and Moorhead, MN Project area. Tributaries include Wolverton Creek, Wild Rice River (ND), Buffalo River, Sheyenne River, Maple River, Rush River and Lower Rush River.
4. Deliverables:
 - a. Compile channel erosion and deposition data and graphics from existing reports into one file location and summary document.
 - b. Provide aerial photographs, shapefiles and attributes for all stream bank erosion and depositional features for defined rivers and creeks including:
 - i. Location
 - ii. Feature identification (e.g., bridge scour, overbank deposition)
 - iii. Length, height, area, and estimated volume of erosion or deposition
 1. Determine existing bank heights from LIDAR and estimate erosion/deposition volumes based on the LIDAR elevations, complemented by river cross sections or bathymetric information that can be available.
 - iv. Hypothesis about possible driver of feature (natural meandering process, artificial structure, land use change, surficial drainage pattern change, etc.)
 - v. Percentage of each river reach (as defined in the geomorphology study by WEST Consultants, also shown in Exhibit "A") and the overall system that each feature type represents
 - vi. Percent change of each feature at each location for 3 to 4 data points over evaluation period
 - vii. Graphic and tabular data of changes from 1980's to present day
 1. GIS layer with erosion and depositional features highlighted and linked to data attributes listed above.

XI. LFC MODELING: MAPLE RIVER TO THE DIVERSION INLET

1. Purpose: For the Diversion Channel between the Maple River and the Diversion Inlet Structure, determine the appropriate meandering LFC wavelength and amplitude design parameters Diversion Channel bottom widths of 200-feet and 250-feet.
 2. Background: Additional H&H modeling of flow in the Diversion Channel from the Maple River to the Diversion Inlet has shown that the current 300-foot wide Diversion Channel can be narrow to 200-feet and still pass the project design flows. A narrower Diversion Channel will require revised meandering LFC design parameters.
 3. Scope:
 - a. Task 1 - Provide analysis of the morphodynamic stability of the meandering LFC alignment within the main Diversion Channel from the Maple structure upstream to the Diversion Inlet structure. Determine an appropriate alignment wavelength that will not tend to initiate planform widening. Determine an alignment amplitude such that the LFC planform is within the main Diversion Channel for 200-foot and 250-foot bottom widths and 25-foot and 50-foot side slope toe buffer zones. Model the recommended alignments in RVR Meander model and summarize the alignments' stability.
 - b. Task 2 – If authorized in writing, model the designed alignments from the Maple River downstream to Reach 1 (to be provided by USACE) in RVR Meander and summarize the alignments' stability.
 4. Deliverables:
 - a. Draft and Final Technical Memorandums summarizing the results of the analysis and modeling.
 - b. Power Point presentation summarizing the results.
3. Owner's Responsibilities
Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.
4. Times for Rendering Services

<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	December 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

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
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	December 31, 2016
E.VII-Cemetery Assessment Team Support	October 9, 2014	December 31, 2016
E.VIII-Large Structure Team Support	October 9, 2014	December 31, 2016
E.IX-Hydraulic Structures Aesthetics Evaluation	December 11, 2014	December 31, 2016
E.X-Baseline Stream Bank Erosion Evaluation	December 11, 2014	December 31, 2016
E.XI-LFC Modeling: Maple River to Diversion Inlet	February 5, 2015	December 31, 2016

5. Payments to Engineer

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	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Meander Belt Width Analyses	SW-1010	307,203	0	307,203.00
B. Identification and Assessment of Tie-Back Levees	SW-1040	45,089.96	0	45,089.96
C. EMB Openings (Allowance)	SW-1040	39,989	0	39,989.00
D. Diversion Inlet Gates (Allowance)	SW-1040	55,418	0	55,418.00

E. On-Call Services (\$250,000 Allowance)	SW-1040	76,338.95	0	76,338.95
E.I. Maximum Project Design Flows	SW-6130	13,658	0	13,658.00
E.II. Local Drainage Plan	SW-1060	9,978	0	9,978.00
E.III. Reach 1 LFC Meander Modeling	SW-1010	9,693	0	9,693.00
E.IV. Geomorphology Consulting	SW-1390	16,804.34	0	16,804.34
E.V. MN EIS Scoping Document Comment Support	SW-6180	8,502.75	0	8,502.75
E.VI. MN EIS Preparation Support	SW-1142	416,000	0	416,000.00
E.VII. Cemetery Assessment Team Support	SW-1410	109,750 0	24,750	109,750.00
E.VIII. Large Structure Team Support	SW-6110	50,000	5,800	55,800.00 000.00
E.IX. Hydraulic Structures Aesthetics Evaluation	SW-6200	54,000	0	54,000.00
E.X. Baseline Stream Bank Erosion Evaluation	SW-1390	219,440 0	9,440	219,440.00
E.XI. LFC Modeling: Maple River to Diversion Inlet	SW-6170	81,000	0	81,000.00
TOTAL		1,512,865 8,675	5,800 0	1,518,665 12,865

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

C. Provide Monthly Invoice and status report

- i. Status report will accompany invoice and detail work completed during the invoice period.
- ii. Status report will be organized by subtask and provide narrative of work completed on each subtask.
- iii. Status of work completed will include:
 1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from either Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.
 2. Dates of on-call services provided and description of the activities performed by Engineer, including any deliverables produced.
 3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

- A. Barr Engineering Company
- B. HDR, Inc.

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference:

- A. AWD-00039 REV-0, Cemetery Berm Conceptual Designs and Rural Water Well Survey, dated

July 10, 2014.

- B. AWD-00046 REV-0, MN EIS Support for Additional Information Request, signed December 10, 2014.

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

Date

Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

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OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

Darrell Vanyo

Name

Board Chair

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

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**FM Metro Flood Risk Management Project
Task Order No. 8 - Amendment No. 13**

Task	Activity Description	Cost Per Task
Additional Engineering Services for USACE Diversion Inlet Design Review		
Task 249 - Large Structure Team Support	Close out review comments for the USACE Diversion Inlet Design. This work included obtaining additional sub-consultant expertise in geotechnical, mechanical and electrical engineering. \$5,493 plus 5% markup.	\$ 5,768
	Total	\$ 5,768
	Grand Totals	\$ 5,768

Technical Advisory Group Recommendation

Meeting Date: 6/21/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

The Owner’s Representative prepared the following Contract Action(s) for the Technical Staff team:

List description of Contract Action(s):

Houston-Moore Group, LLC

MFDA – Task Order 13, Amendment 13 – Levee Design and Design Support **\$340,723**

- Close two design tasks and unencumber remaining, unused budget
- Incorporate AWD-00057: Add design of access ladders and lights to 4th St. Pump Station Design (WP-42A.1) and preparation of demolition plans for one residence in OHB ring levee area (WP-43E.2C)
- Add scope and budget for four (4) existing WP-42 design subtasks
- Add Scope and budget for new design subtask WP-42E
- Add scope and budget for one (1) existing WP-43 design subtask
- Add scope and budget for demolition of a 2nd residence in OHB ring levee area (WP-43E.2C)
- Extend Period of Performance to July 31, 2017

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the design of the levees along the Red River (WP-42 In-Town Levees) and OHB Ring Levee (WP-43), and has provided levee design and design support services under Task Order 13 from November 8, 2012, to the present time. See the table below for a summary of the amendments to the Task Order.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Agreement Execution Date	Project Completion	Comments
Task Order 13 Amendment 0	-	\$425,000	-	8-Nov-12	30-Sep-13	Initial authorization of 2.B.i and 2.B.ii.
Task Order 13 Amendment 1	\$150,000	-	\$575,000	13-Dec-12	30-Sep-13	Added Ring Levee Evaluations for Oxbow/Hickson/Bakke; Comstock; Christine; and Wolverton. Added Non-Structural Improvement Evaluation for staging area, and public meeting support.
Task Order 13 Amendment 2	\$4,090,000	-	\$4,665,000	8-Aug-13	31-May-15	Added Red River Levees-Phase 2, and VES reports for WP-43A, WP-43C, WP-43D, and WP-43E. Add mapping of impacted residential structures in Staging Area.

Task Order 13 Amendment 3	\$135,000	-	\$4,800,000	14-Nov-13	30-Sep-14	Added landscape architecture and master planning for 2 nd St. corridor. Added master planning svcs for Mickelson to the 4 th St. levee.
Task Order 13 Amendment 4	\$600,000	-	\$5,400,000	13-Feb-14	30-Sep-14	Added 4 th St. Levee Pump Station Replacement.
Task Order 13 Amendment 5	\$55,000	-	\$5,455,000	8-May-14	30-Sep-14	Added laboratory testing for Red River Levees – Phase 1 Design.
Task Order 13 Amendment 6	\$549,000	-	\$6,004,000	14-Aug-14	30-Sep-14	Added Phase 2-Design misc design work; misc design work and preparation of bid package for 4 th St. Levee PS. Added land surveying for In-Town Levee and O/H/B Ring Levee.
Task Order 13 Amendment 7	\$115,000	-	\$6,119,000	9-Oct-14	30-Sep-15	Added O/H/B Ring Levee Design Modification – 100-Year Elevation.
Task Order 13 Amendment 8	\$450,000	-	\$6,569,000	5-Feb-15	31-Mar-16	Added Phase II ESAs for Case Plaza and City Hall; conceptual design for 2 nd St. N pedestrian overpass; Mickelson Levee Extension.
Task Order 13 Amendment 9	\$190,000	-	\$6,759,000	12-Mar-15	31-Mar-16	Added El Zagal Phase 2 Design.
Task Order 13 Amendment 10	\$602,000	-	\$7,361,000	11-Jun-15	31-Mar-16	Added Phase 2 Design misc design work.
Task Order 13 Amendment 11	\$418,000	-	\$7,779,000	13-Aug-15	31-Mar-16	Added funding for Upstream Staging Area Ring Levees.
Task Order 13 Amendment 12	\$610,000	-	\$8,389,000	10-Jul-14	31-Dec-16	Added WP-43D (O/H/B Pump Station Design); WP-43 Wetland Mitigation Design; WP-43A (Levee inspection); Land Surveying for ROW Acquisition; extended POP to 31-Dec-16.
Task Order 13 Amendment 13	\$340,723	-	\$8,729,723	23-June-16	31-Dec-16	Close 2 subtasks, incorporate AWD-00057, add scope and budget for 6 existing subtasks, and add scope and budget for new subtask WP-42E.

DISCUSSION:

Close two design tasks and unencumber remaining, unused budget (\$ -283,170)

The Phase 1 design for WP-42 along with the Mickelson Levee Extension detailed design have been completed under budget. This amendment unencumbers the remaining unused budgets and closes these subtasks.

Incorporate AWD-00057 (\$18,500)

AWD-00057 previously authorized this work to begin. Amendment 13 incorporates the scope and budget into Task Order No. 13. The work includes design of access ladders and lights to 4th St. Pump Station Design (WP-42A.1) and preparation of demolition plans for one residence in O/H/B ring levee area (WP-43E.2C).

Add scope and budget for four (4) existing WP-42 design subtasks (\$ 159,793)

The following subtasks required additional scope and budget to complete. This amendment closes these subtasks. Attached HMG cost proposals for the work were reviewed and found to be acceptable:

- Landscape Architecture/Master Planning – 2nd St. Corridor: Additional sub-consultant design services for the 2nd Street levee recreation plan. (\$ 13,082)
 - The original budget for this task was \$35,000 and covered the ongoing coordination with the City of Fargo and the City Hall Architect on landscape design items. The focus of this

task covered 2nd Street to the River. This included the aesthetic for the floodwalls and pump stations for 2nd Street Downtown. HMG had regular coordination meetings with City Staff and TL Stroh Architects to discuss project features. The effort ended up being more than originally scoped and this amendment will cover the overage. There was a lot of overlap with this task and the Master Planning task. It also included planning for the 2nd Street/1st Avenue plaza; coordination with the Fargo Park District on planned use for the river corridor; and planning for the wall layout/indentations for the WP42A3 and WP42F1 floodwall segments.

- Master Planning Services – Michelson to 4th St.: Additional sub-consultant design services for the 2nd Street Riverfront Master Plan Study. (\$ 47,737)
 - This was a broader master planning task order for the river corridor. There was quite a bit of overlap with the Landscape Architecture task, but it also included engaging Image Group as a subconsultant to assist with this effort. The fee for Image Group to date was \$66,371. The \$100,000 budget included in the task was a rough time and material estimate because HMG did not have a SOW or budget for the work to be performed by Image Group.
- 4th Street Pump Station Replacement: Additional HMG and sub-consultant design services for the interior drainage, pump size modifications, gateway layout, building layout, geotechnical analysis and address USACE review comments. (\$ 67,320)
 - The original budget amount for this work was ~\$600,000 (February, 2014). In August, 2014, HMG submitted an \$89,000 amendment request that include design changes for increased emergency generator capacity and modifications to the generator and pump station buildings. This budget was accounted for in general the Red River levees Phase 2 task instead of the 4th St. Pump Station subtask. The current Red River levees Phase 2 design task work is tracking below budget but it is premature to conclude it will be completed below budget. Therefore, it is recommended to authorize this budget adjustment now and when WP-42 designs are completed, unencumber remaining budget.
- El Zagal Phase 2 Levee Design: Additional meetings and management do to design duration extension, requested design changes, revised grading plan, and deductions for scope changes. (\$ 31,654)

Add Scope and budget for new design subtask WP-42E (\$ 430,000)

The 2nd St. South roadway closure and stormwater pump station project is a component of In-Town levees that was conceptually evaluated as part of the July 16, 2012 report entitled “Final Technical Memorandum, AWD-002 – Flows Through Flood Damage Reduction Area”. It is being developed as a separate design and construction package to align schedule with the adjacent City of Fargo Main Avenue roadway project. Attached HMG cost proposal for the work was reviewed and found to be acceptable. The Period of Performance for this task will extend to July 31, 2017.

Add scope and budget for one (1) existing WP-43D design subtask (\$ 12,600)

Additional design work was required to incorporate turning lanes at the intersection of Hwy 81 and CR-18 (WP-43D). The addition of the turning lanes will improve traffic flow and safety. Attached HMG cost proposal for the work was reviewed and found to be acceptable.

Add scope and budget for demolition of second residence in OHB ring levee area, WP-43E.2C (\$ 3,000)

A second residence in the staging area became available to the Diversion Authority and the PMC was directed to include it in the correction salvage/demolition design package. If possible, this home will be salvaged and moved, otherwise usable items will be salvaged and the remaining structures demolished. Attached HMG cost proposal for the work was reviewed and found to be acceptable.

In addition to the scope and budge changes identified above, the amendment corrections several activity ID numbers and extends the Period of Performance to July 31, 2017. The table below summarizes the cost changes for this amendment.

TO13 Levee Design and Design Support Budgets by Work Package:

Work Package	Activity ID	Current Budget (\$)	Amendment 13 (\$)	Total (\$)
Red River Levees – Phase 1 Design	DE-7430	490,000	(71,538)	418,462
Landscape Arch/MP – 2 nd St. Corridor	DE-7430	35,000	13,082	48,082
Master Planning Svcs – Mickelson to 4 th	DE-7430	100,000	47,737	147,737
Red River Levees – Phase 2 Design	DE-7430	3,064,000	-	3,064,000
Red River Levees – VES	DE-7430	30,000	-	30,000
4 th St. PS Replacement	DE-7430	600,000	81,320	681,320
Michelson Levee Ext	DE-7430	328,000	(211,632)	116,368
El Zagal Phase 2 Levee Design	DE-7430	0	31,654	221,654
WP-42E 2nd St. So. Closure and Pump Station	DE-7430	190,000	430,000	430,000
Upstream Staging Area Ring Levees	DE-10150	440,000	-	440,000
WP-43A Design	DE-10150	362,499	-	362,499
WP-43C Design	DE-10150	210,747	-	210,747
WP-43D Design	DE-10150	1,893,332	12,600	1,905,932
WP-43E Design	DE-10150	260,000	7,500	267,500
O/H/B Ring Levee – VES	DE-10150	33,694	-	33,694
O/H/B Ring Levee Design Mod	DE-10150	127,240	-	127,240
O/H/B Wetland Mitigation Design	DE-10150	92,000	-	92,000
WP-43A Levee Inspection	DE-10150	5,000	-	5,000
Land Surveying for ROW Acquisition	DE-10150	127,488	-	127,488
TOTAL		8,389,000	340,723	8,729,723

The PMC reviewed HMG’s revised cost proposals and found it to be acceptable.

This change amount of \$340,723 is included in the FY-2016 MFDA budget.

ATTACHMENT(S):

- 1. Draft Task Order 13, Amendment 13
- 2. AWD-00057
- 3. HMG Cost Proposals

Presented by:

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

June 21, 2016

Date

Keith Berndt, Cass County Administrator
 Concur: June 21, 2016 Non-Concur: _____

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

Mark Bittner, Fargo Director of Engineering
 Concur: June 21, 2016 Non-Concur: _____

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

David Overbo, Clay County Engineer
 Concur: June 21, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
 Concur: June 21, 2016 Non-Concur: _____

Nathan Boerboom, Diversion Authority Project
 Manager
 Concur: June 21, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 13, Amendment ~~12~~13

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.

1. Specific Project Data

A. Title: **Levee Design and Design Support**

B. Description: As part of Work-in-Kind (WIK), provide assistance to USACE, in design and design support activities, for design of levees along the Red River to support increased flow through the protected area and for levees in the upstream staging area. Provide Lands, Easements, Rights-of-Way, Relocations, and Disposal areas (LERRDs) assistance to Owner to support the levee designs.

C. Background:

- i. Red River Levees: At the November 8, 2012 Diversion Board meeting, the Board requested the US Army Corps of Engineers (USACE) add levees along the Red River to allow increased flow through the protected area. This task order allows HMG to provide design and design support to USACE for these Red River levees.
 1. Phase 1 – Screening of alternatives and selecting final alignment scope to include: Development of Alternatives, Public Involvement, Surveying, Geotechnical Exploration and Testing, Preliminary Geotechnical Analysis, Preliminary Hydrologic and Hydraulic Analysis, Preliminary Internal Flood Control Analysis, Preliminary Utility Investigation, Preliminary Levee and Structural Design, Transportation Evaluation, Preliminary Environmental Studies, Preliminary Report and Drawings, and Project Management.
 2. Phase 2 – Detailed Plans and Specifications: Based on the alternative selected in Phase 1, conduct a Value Engineering (VE) evaluation of the proposed project and prepare plans and specifications for 65 and 95 percent submittals, and prepare a cost estimate based on the 95 percent design submittal. Notice To Proceed (NTP) will be subject to the completion and signing of the USACE Supplemental Environmental Assessment (EA).
- ii. Upstream Staging Area Levees/Ring Dikes: At the November 8, 2012 Diversion Board meeting, the Board passed AWD-00020 Recommended Board of Authority Position for Post-Feasibility Alternatives Analysis VE-13A vs. VE-13C, which authorized HMG to begin conceptual design and site investigations of potential levees for the Oxbow.

2. Services of Engineer

A. General

- i. Red River Levees. Prepare Preliminary Design Report (PDR) and drawings for the construction of levees through town. The work will be done in 2 phases: Phase 1 will include screening of alternatives, preliminary design, and selecting final alignments. Phase 2 will include detailed plans and specifications.
- ii. Support for Upstream Stage Area Levees. Provide, as requested, assistance to USACE for design of ring levees and non-structural improvements in the Upstream Staging Area.
 1. Provide detailed designs for four of the Oxbow/Hickson/Bakke ring levee Work Packages (WP-43A, WP-43C, WP-43D, and WP-43E).

B. Scope of Work

- i. Red River Levees – Work will be done in 2 phases:
 1. Phase 1 - Screening of Alternatives, Selection of Alignment, and Preliminary Design for the area in Fargo, ND along the Red River between the existing railroad embankment near 5th Avenue North and the north end of the existing 4th Street levee (near 2nd Street South). Work will include:
 - a. Development of Alternatives – Develop up to three (3) protection alignment concepts and conceptual level cost estimates. Participate in an alignment selection meeting.
 - b. Public involvement – Meet with affected property owners (5 anticipated), participate in two (2) public meetings, and respond to calls after public meetings. Prepare visualizations of alignment alternatives(s).
 - c. Surveying – Conduct topographic survey of project corridor including elevations, utilities, landscaping, buildings, and streets.
 - d. Geotechnical Exploration and Testing – Determine location of borings, right-of-entry requests, conduct borings, field and laboratory testing, to determine surface and subsurface geological conditions.
 - e. Preliminary Geotechnical Analysis – Conduct preliminary stability analysis on alignment alternatives and report of findings.
 - f. Preliminary Hydrologic and Hydraulic Analysis - Conduct HEC-RAS modeling to complete preliminary evaluation of Red River stage impacts due to proposed project.
 - g. Preliminary Internal Flood Control Analysis – Conduct SWMM model update for existing conditions and proposed conditions with project (including consideration of interior ponding), review of historical precipitation and stream flow, simulation of low river gravity outlet condition, simulation of high river pumped outlet condition, and determine preliminary pump sizing and additional internal storage needs.
 - h. Preliminary Utility Investigation – Determine preliminary utility relocation requirements, conduct utility coordination meeting, and document utility relocation requirements and issues.

- i. Preliminary Levee Design Structural Design – Develop preliminary design of levee protection system, preliminary estimate of embankment and borrow requirements, and prepare a narrative of design criteria.
 - j. Preliminary Structural Design – Develop preliminary design for proposed floodwalls and closures, pump stations, and miscellaneous drainage structures. Prepare a narrative with descriptions of features, design considerations, and criteria assumptions.
 - k. Transportation Evaluation – Develop initial evaluation of transportation impacts, and participate in two (2) coordination meetings with City of Fargo staff and two (2) coordination meetings with railroad staff. Develop up to five (5) alternatives for the 2nd Street road alignment to accommodate flood protection alternatives.
 - l. Preliminary Environmental Studies – Complete Phase 1 Environmental Site Assessment report for six (6) properties.
 - m. Preliminary Design Report and Drawings – Prepare Preliminary Design Report (PDR) with cost estimates and preliminary project plans for selected alignment. Prepare artists renderings of selected plan.
 - n. Project Management – Document coordination and review, schedule and resource management, budgeting, and project team coordination.
 - o. Landscape Architecture/Master Planning- Provide landscape architecture and master planning services for the Red River Levees.
 - i. Provide landscape architecture services for the 2nd St. Corridor from NP Ave. to 4th Ave. Coordinate with the city of Fargo City Hall Project throughout the design phase of the City Hall Project.
 - ii. Provide master planning services from Mickelson to the 4th St. Levee.
2. Phase 2 – Detailed Plans and Specifications: Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the selected alternative from Phase 1. Include required surveying, environmental studies, permitting, removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, floodwalls, closures, traffic evaluations, road realignments and signal changes, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
- a. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, USACE Consistency, Agency Technical Review (ATR) and USACE Independent External Peer Review (IEPR) review teams.
 - b. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and

specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.

- c. Cost Estimate – prepare a cost estimate for the project based on the 95 percent submittal documents.
- d. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Diversion Authority, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
- e. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- f. Additional design work to accommodate requested project changes:
 - i. Increase 2nd Street N pump station size and pumping capacity to 75,000 gpm and add formed pump suction inlets.
 - ii. Coordinate electrical design for connection to new back-up power generator on New City Hall site.
 - iii. Add forty feet of floodwall to the pump station construction package.
 - iv. Use USACE specifications in lieu of City of Fargo Specifications for the pump station.
 - v. Coordinate pump station and floodwall architectural and design and aesthetics with the New City Hall project.
 - vi. Provide Computational Fluid Dynamics (CFD) modeling for the pump station wetwell and pump inlet design.
 - vii. Phase I ESAs were conducted for the Case Plaza and City Hall parking lot sites in 2013 as part of the preliminary design of WP-42 (In Town Levees). The Phase I ESA recommended additional Phase II ESA testing of the soils and groundwater on these sites.
 - 1. Provide up to nine (9) borings at the Case Plaza and City Hall parking lot sites, survey boring locations, and provide the following sampling and testing services: boring logs by a field geologist, continuous soil sampling to the groundwater table, soil head space analysis for volatile organic compounds (VOCs), groundwater sampling, laboratory testing and analysis of samples for the presence of contaminants, and a report of the findings.
 - 2. Deliverables include draft and final Phase II ESA Reports for Case Plaza and City Hall parking lot properties, and laboratory test results.
 - viii. A 2nd St N Pedestrian Overpass between the City Hall project and the Red River at 2nd Avenue N is desired and is integral to the 2nd St N floodwall design. Provide the following conceptual design services:

1. Prepare for and attend four (4) coordination meetings and Commission meeting.
 2. Develop bridge design concepts for prefabricated and pre-stressed options, at-grade crossing concepts, and coordination with landscape design.
 3. Prepare visualizations and graphics for City Commission Meeting.
 4. Provide a summary report.
- ix. Provide soil characterization for Case Plaza lot, conduct geo-probes and soil characterization to determine if soil is suitable for re-use on the project.
 - x. Provide additional design services for flood wall including wall aesthetics and accommodation of future pedestrian bridge.
 - xi. Provide additional planning and design services and coordination to integrate design with the new Fargo City Hall project.
 - xii. Provide additional design services to prepare multiple bid packages to accommodate construction phasing of flood control features. This includes additional design, plan preparation, and design reviews.
3. Value Engineering Study (VES)
 - a. Facilitate a VES in accordance with USACE guidelines (up to 3 days) with staff from the Diversion Authority, Program Management Consultant (PMC), and USACE. Prepare and distribute materials and documents, facilitate the workshop, and prepare a VES report.
4. 4th Street Levee Pump Station Replacement
 - a. Background: At the November 8, 2012 Diversion Board meeting, the Board requested the USACE add levees long the Red River to allow increased flow through the protected area. To allow 35 feet through town, the 4th Street levee requires certification. In order to meet certification criteria, the stormwater pump stations on the north end of the levee must be replaced.
 - b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
 - i. Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the 4th Street Levee Pump Station. Include required surveying, Section 408 permit (if required), removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, closures, traffic evaluations, service road realignments, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 2. 95 Percent Design Submittal – evaluate and incorporate 35 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 3. Pre-Purchase Specifications - prepare up to 3 pre-purchase specifications, if requested, for:
 - a. Gates
 - b. Pumps
 - c. Electrical Panels
 4. Cost Estimate – prepare a cost estimate for the project based on the 35 percent and 95 percent submittal documents.
 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
 6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- c. Additional design work to accommodate requested project changes:
- i. Increase capacity of the back-up power generator to accommodate power for adjacent sanitary sewer lift station.
 - ii. Modify the pump station and generator building design including: addition/modification of transoms and lintels, lower pump station slab, deletion of fuel storage, addition of louvers, removal of windows and parapets, and modification of brick veneer. Include design of wet well access ladders and lights in plans, to eliminate the need to lower staff into wet well on a harness for routine maintenance.
- d. Deliverables:
- i. Detailed Plans and Specifications
 1. 35 Percent Design Submittal
 2. 95 Percent Design Submittal
 - ii. Pre-Purchase Specifications
 - iii. 35 Percent Cost Estimate
 - iv. 95 Percent Cost Estimate
 - v. Operation and Maintenance Plan
 1. Draft Plan
 2. Final Plan

- e. Work not included in this Scope of Services:
 - i. Environmental permitting
 - ii. Utility Relocation Agreements
 - iii. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
 - iv. Bid documents and bidding services

5. Mickelson Levee Extension

- a. Background: The Mickelson Levee Extension is a component of In-Town levees that was conceptually evaluated as part of the July 16, 2012 report entitled "*Final Technical Memorandum, AWD-00002 – Flows Through Flood Damage Reduction Area*" and includes an extension of the existing Mickelson levee to the south to tie into high ground.
- b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
 - i. Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the Mickelson Levee Extension. Include required surveying, Section 408 permit (if required), removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
 - 1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 2. 65 Percent Design Submittal – evaluate and incorporate 35 percent review comments into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 4. Cost Estimate – prepare a cost estimate for the project based on the 65 percent and 95 percent submittal documents.
 - 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.

- 6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
 - c. Additional design work to accommodate requested project changes:
 - ii. None.
 - d. Deliverables:
 - iii. Detailed Plans and Specifications
 - 1. 35 Percent Design Submittal
 - 2. 65 Percent Design Submittal
 - 3. 95 Percent Design Submittal
 - iv. 65 Percent Cost Estimate
 - v. 95 Percent Cost Estimate
 - vi. Operation and Maintenance Plan
- 6. El Zagal Phase 2 Levee Design
 - a. Background: The El Zagal Phase 2 Levee is a component of In-Town levees that was conceptually evaluated as part of the July 16, 2012 report entitled “Final Technical Memorandum, AWD-00002 – Flows Through Flood Damage Reduction Area” and includes an extension of recently completed El Zagal Phase 1 Levee to the south to tie into high ground.
 - b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
 - i. Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the El Zagal Phase 2 Levee. Include required surveying, removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, roadway revisions, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
 - 1. 65 Percent Design Submittal – advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 2. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 3. Cost Estimate – prepare a cost estimate for the project based on the 95 percent submittal documents.

4. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- c. Additional design work to accommodate requested project changes:
- i. None.
- d. Deliverables:
- i. Detailed Plans and Specifications
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. 95 Percent Cost Estimate
 - v. Bid Documents
 - vi. Operation and Maintenance Plan

7. WP-42E: 2nd St. So. Closure and Pump Station Design

- a. Background: The 2nd St. South roadway closure and stormwater pump station project is a component of In-Town levees that was conceptually evaluated as part of the July 16, 2012 report entitled “Final Technical Memorandum, AWD-00002 – Flows Through Flood Damage Reduction Area”. It is being developed as a separate design and construction package to align schedule with other adjacent projects.
- b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
- i. Complete detailed project engineering and design and provide plans and technical specifications (use and refer to City of Fargo Specifications) for the 2nd St. So. Closure and Pump Station project. Include required surveying, removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, roadway revisions, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
 1. 35 Percent Design Submittal – provide 35 percent preliminary design and submit the design report, and plans for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate 35 percent review comments into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.

3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
4. BCOE Design Submittal - evaluate and incorporate 95 percent review comments into the design documents, and submit the design report, plans and specifications for comment back check and close-out by the Owner, PMC, and USACE Consistency and ATR review teams.
5. Cost Estimate – prepare a cost estimates for the project based on the 65 and 95 percent submittal documents, and Final Bid Documents.
6. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
7. Bid Document Development – prepare final plans and technical specifications and assist the PMC with development of bid documents.

c. Additional design work to accommodate requested project changes:

i. None.

d. Deliverables:

i. 35 Percent Design Submittal

ii. 65 Percent Design Submittal with cost estimate

iii. 95 Percent Design Submittal with cost estimate

iv. BCOE Submittal

v. Plans and Technical Specifications for Bid Documents

vi. Operation and Maintenance Plan

ii. Upstream Staging Area Ring Levees:

1. Provide support as defined below and as requested in writing. Types of requests may include:
 - a. Respond to information requests by affected residences and develop information for presentations or public meetings.
 - b. Conduct a geotechnical site visit(s) of the levee site(s) to observe surface features and, if requested, conduct subsurface investigations.
 - c. Determine existing utilities and utility relocation requirements.
 - d. Begin conceptual design of the levees and/or floodwalls and floodgates, interior layout (which may include street layout, storm water sewer, storage, and lift station sizing, house relocation planning, and golf course layout), and external infrastructure (road raises for egress).
2. Oxbow/Hickson/Bakke – Ring Levee Evaluation:

- a. Prepare a proposed ring levee system to reduce flood risk to Oxbow/Hickson/Bakke, ND during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
- b. The ring levee will impact the golf course and clubhouse. Provide conceptual design services for re-design of the golf course and clubhouse.
 - i. Provide an updated conceptual design of golf course and clubhouse based on update levee alignment to accommodate a total of 80 replacement residential lots.
- c. Initial Survey and Geotechnical Activities for Levee Design:
 - i. Work with USACE to develop a geotechnical investigation plan for the alternative Levee alignments for approval.
 - ii. Stake the location of approved borings and record the coordinates and elevations of the borings.
 - iii. Conduct laboratory testing on boring samples provide by the USACE for the OHB ring levee alternative alignments and Wild Rice River mirco-siting evaluation. Laboratory testing to include the following: Atterberg Limits, Water Content, Hydrometer and Sieve analysis, Proctor Density, Triaxial Compression-unconsolidated/undrained, Triaxial Compression-consolidated/undrained, Torsional Ring Shear, Consolidation Reporting P-e, and TWT Extrusion and Description. Approximately 580 laboratory tests are planned.
 - iv. Obtain and comply with right of entry (ROE) and right of way (ROE) requirements for each property entered.

The construction of the Oxbow/Hickson/Bakke (O/H/B) ring levee and associated work is phased. The work has been divided into five (5) Work Packages, which include: three (3) levee design packages, an interior drainage and road raise package, and a demolition and utility relocations package. One of the levee design packages (WP-43B) will be completed by the USACE. The remaining 4 design packages (WP-43A, WP-43C, WP-43D and WP-43E) will be completed in this scope of work. See Figure 1, attached.

Assumptions for WP-43A, WP-43C, WP-43D and WP-43E include:

- No additional surveys required (included in WP- 43B).
- Soil exploration, laboratory testing, and instrumentation costs included under WP-43B. Geotechnical design of the levee is required. Groundwater evaluation is required to determine impacts to existing septic systems, sewer systems and basements.
- No staging area water hydrologic and hydraulic (H&H) modeling required (included in WP- 43B). H&H for local drainage and interior drainage is required.
- Include design of levee, vegetation free zone, and ditching (input from WP-43B and WP-43D). CR-81 road raise will be in WP-43D. Retention

basin/pump station design will be in WP-43D. Utility relocation design and demolition design will be in WP-43E.

- Coordination between designers for WP-43B, WP-43C, WP-43D, and WP-43E is required, along with review of design submittals from WP-43B.
 - Develop design, plans, ROW drawings, technical specs, Design Documentation Report (DDR), cost estimate, and engineering considerations.
 - Preliminary Engineering Report (PER) -35% review includes internal review, Sponsor review, and USACE Consistency and ATR review.
 - Draft Technical Report (DTR) -65% review includes internal review, Sponsor review, USACE Consistency, ATR, and USACE IEPR. IEPR will be accomplished by the Natural Resources Conservation Service (NRCS)
 - Final Technical Report (FTR) -95% review includes internal review, Sponsor review, and USACE ATR.
 - Final Technical Certification (Bid Documents). Provide final documents for closeout of remaining comments and technical signoff. There will not be a review associated with this submittal.
 - Bid set will include final Plans and Specifications.
 - Assume limited work effort during the bid period consisting of: responding to bidders' questions and preparing amendments.
 - Provide final contract award CD of all work items.
 - Weekly coordination meetings will be held and will include: tech lead, geotech, cost/specs, and H&H designers. Assume the meetings for WP-43A and WP-43C, WP-43D, and WP-43E will be combined into one weekly meeting.
 - Provide right of way drawings for the WP-43B portion of the levee.
- d. WP-43A – Levee Section from Riverbend Road to CR81 (southeast): Design approximately 7,300 lineal feet (lf) of levee, interior buffer zone, and interior drainage swale (if required – based on interior drainage developed in WP-43D), including geotechnical design, civil design, permitting, cost estimates, and preparation of drawings and technical specifications; coordinate design of interior levee buffer zone (drainage swale, snow drop area, and tree screen) and recreational features with O/H/B community and developer/golf course designer; determine effect of levee and exterior impounded water on existing septic systems, sewer systems, and basements. Coordinate with design of Retention Basin (WP-43D). Coordinate with design of road raise of CR-81 (design WP-43D). To be constructed with interior drainage stormwater pump station (WP-43D).
- i. Deliverables:
1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion

Authority, PMC, and USACE Consistency and ATR review teams.

2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR & IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR & IEPR review teams.
 4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- e. WP-43C - Levee Section from CR-81 (northeast) to Riverbend Road: Design approximately 5,000 lf of levee, including geotechnical design, civil design, permitting, cost estimates, and preparation of drawings and technical specifications; coordinate design of interior levee drainage with interior drainage design as part of WP-43D; coordinate design of interior levee slope and recreational features with O/H/B community and golf course designer. Removal/demolition of existing structures and utility cut, cap and removal will be designed under WP-43E.
- i. Deliverables:
 1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to

- 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- f. WP-43D –Interior Drainage and CR-81 Road Raises: Design interior drainage system for the O/H/B communities, including both new drainage infrastructure and required rehabilitation or upgrades to existing drainage infrastructure; design stormwater retention pond and new stormwater pump station, including surveying, H&H to determine ditch cross sections and slopes, culvert sizes and slopes, geotechnical, structural, electrical, architectural, civil, permitting, cost estimates, and preparation of drawings and technical specifications. Design road raises of CR-81, including geotechnical, geology, civil, cost estimates, and preparation of drawings and technical specifications, coordinate with levee design teams.
- i. Deliverables:
 1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by Diversion Authority, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.

6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
 7. Provide a separate bid package for the pump station and gateway pre-consolidation construction package.
 8. Provide an above ground building for the stormwater pump station.
- g. WP-43E – Demolition and Utility Relocations: Develop demolition plan for WP-43C Levee area (CR-81 (northeast) to Riverbend Road, including utility identification, identification of structures to be sold or demolished in place, environmental Phase 1, permitting, and required remediation. Develop Plans and Technical Specifications package for demolition of two (2) residences that are outside of the OHB ring levee (but within project staging area). Design utilities to be cut, capped, and removed, and utilities to be relocated (coordinate with developer of new City of Oxbow infrastructure), including cost estimates, and drawings and technical specifications. Review adequacy of existing wastewater pump station and forcemain for the 38 additional residential units.
- i. Deliverables:
 1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.

- h. VES or Value Based Design Charrette (VBDC) – facilitate a VES or VBDC in accordance with USACE guidelines (up to 3 days) with staff from the Diversion Authority, PMC, and USACE. Prepare and distribute materials and documents, facilitate the workshop, and prepare a VES report.
 - i. Coordinate and lead VES or VBDC of the five (5) O/H/B levee design packages (WP-43A through WP-43E).
- i. O/H/B Ring Levee Design Modification - 100-year Elevation
Provide the following design services to provide a modified levee design for WP-43C and WP-43D to protect to the without project 100-year event elevation. Work tasks include:
 - i. Update interior flood control model based on 100-year levee earthwork quantities.
 - ii. Update WP-43D plans to include 100-year levee design.
 - iii. Update WP-43C plans to include 100-yr levee design.
 - iv. Calculate earthwork balance for 100-year levee design.
 - v. Update stormwater pond designs for 100-year levee earthwork quantities.
 - vi. Provide roadway replacement plans and traffic control for gravity drain construction area on Cass County Highway 81.
 - vii. Update pump station design based on 100-yr levee scenario. Includes reconfiguration of pump station elevation as well as general civil for access, etc.
 - viii. Update DDRs for WP-43C and WP-43D, including interior flood control, to include 100-year levee design documentation.
 - ix. Provide QA/QC review of design modifications.
- j. WP-43A – ~~SDC~~Levee Inspection
The WP-43A levee was constructed in 2014, and has not been formally inspected or maintained since that time. Anecdotal observations suggest that the levee could benefit from maintenance in 2016. This subtask will provide for the Engineer to inspect the levee and determine the needed maintenance activities. The Engineer’s recommendation will be provided to the Owner in the form of a technical brief.
- k. WP-43D – O/H/B Pump Station Redesign
Prepare revised engineering contract documents for the O/H/B pump station, based on the full-height 100 year flood elevation. Modify design elements as required to be compliant with building classification (e.g., non-explosion proof wetwell equipment changes).
- l. ~~WP-43D~~43G – Wetland Mitigation Design
Perform wetland delineation for existing conditions on the current site. Provide design for the OHB Wetland Mitigation

site located on the former Oxbow Country Club. Provide environmental and design assistance on the wetland mitigation for the Diversion Inlet and CH16/CH17 bridge/roadway.

3. Comstock – Ring Levee Evaluation:
 - a. Prepare a proposed ring levee system to reduce flood risk to Comstock, MN during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
 4. Christine – Ring Levee Evaluation:
 - a. Prepare a proposed ring levee system to reduce flood risk to Christine, ND during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
 5. Wolverton – Ring Levee Evaluation:
 - a. Prepare a proposed ring levee system to reduce flood risk to Wolverton, MN during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
 6. Staging Area – Non-Structural Improvement Evaluation:
 - a. Identify individual residential properties within the staging area and evaluate the potential benefit from non-structural improvements to reduce flood risk to residential structures during operation of the Diversion Project and staging of water. Show the location of potential improvements and evaluate access during periods of Diversion operation.
 - i. Provide mapping of residential structures and farmsteads impacted by the Staging Area for the 100-year event, and include estimated depth of impact for the structures with and without the project.
 - ii. Where technically feasible, provide concept for non-structural improvements and estimate cost of improvements.
 - iii. Develop database of impacted properties that includes relevant project information (such as depth of impact with and without project, etc.)
 - iv. Assist in preparation, provide meeting materials, and attend one-on-one meetings with impacted landowners.
 7. Assist with preparation of materials for public meetings.
- iii. Provide land surveying services for In Town Levee and OHB Ring Levee projects. The surveying is required to create Right of Way descriptions and certificates of survey for

34 partial takes for the OHB Ring Levee and 17 certificates for the In Town Levee project.

1. Provide real estate drawings for the El Zagal project per USACE requirements.

iv. Deliverables

1. Red River Levees – Phase 1

- a. Project Schedule with milestone dates for key activities and monthly updates
- b. Monthly Progress Reports and meeting minutes
- c. Alignment selection TM
- d. Geotechnical TM, including:
 - Geotechnical field and laboratory findings
 - Geotechnical stability analysis
 - Survey data
 - Geotechnical field logs
- e. Hydrologic and Hydraulic analysis TM
- f. Transportation TM
- g. Phase 1 Environmental Site Assessment reports
- h. Preliminary Design Report, including:
 - Preliminary pump sizing and storage needs
 - Utility relocation requirements and issues
 - Preliminary Levee design
 - Preliminary Structural design
 - Cost Estimate
 - Preliminary Drawings
- i. Landscape concepts and plans for the 2nd St. Corridor from NP Ave. to 4th Ave.
- j. Master Plan from Mickelson to 4th St. Levee.

2. Red River Levees - Phase 2

- a. 65 Percent Design Submittal
- b. 95 Percent Design Submittal
- c. Cost Estimates
- d. Operation and Maintenance Plan
 - i. Draft Plan
 - ii. Final Plan

3. Red River Levees – VES reports

4. Support for Upstream Staging Area Levees

- a. Oxbow/Hickson/Bakke TM
- b. WP-43A
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates
 - v. 2016 Engineer’s Inspection Report
- c. WP-43C
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates

- d. WP-43D
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates
 - v. Operation and Maintenance Plan
 - 1. Draft Plan
 - 2. Final Plan
 - e. WP-43E
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates
 - f. VES or VBDC reports
 - g. Comstock TM
 - h. Christine TM
 - i. Wolverton TM
 - j. Staging Area Non-Structural Improvements TM
 - k. WP-43D O/H/B-Diversion Inlet-CH16/CH17 Wetland Mitigation Design
 - i. 30 Percent Design Submittal
 - ii. 90 Percent Design Submittal
 - iii. Cost Estimates
 - iv. Additional design and permitting assistance
 - v. Work not included in this Scope of Services, unless noted otherwise
 - 1. Environmental permitting
 - 2. Utility Relocation Agreements
 - 3. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
 - 4. Bid documents and bidding services
3. Owner's Responsibilities
Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.
4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
2.B.i Red River Levees – Phase 1	November 8, 2012	September 30, 2013
2.B.ii Upstream Staging Area Ring Levees	November 8, 2012	September 30, 2013
Amendment 1 all work	December 13, 2012	September 30, 2013
2.B.ii.2.d WP-43A Bid Documents	August 8, 2013	May 4, 2014
Amendment 2 other work	August 8, 2013	May 31, 2015
Amendment 3 all work	November 14, 2013	September 30, 2014
Amendment 4 all work	February 13, 2014	September 30, 2014
Amendment 5 all work	May 8, 2014	September 30, 2014
Amendment 6 all work	August 14, 2014	September 30, 2015
Amendment 7 all work	October 9, 2014	September 30, 2015
Amendment 8 all work	February 5, 2015	March 31, 2016
Amendment 9 all work	March 12, 2015	March 31, 2016
Amendment 10 all work	June 11, 2015	March 31, 2016

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
Amendment 11 all work	August 13, 2015	March 31, 2016
Amendment 12 all work	February 2, 2016	December 31, 2016
<u>Amendment 13 all work</u>	<u>June 23, 2016</u>	<u>July 31, 2017</u>

5. Payments to Engineer

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	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2.B.i.1 Red River Levees – Phase 1 Design	DE-7430	490,000	(71,538) 0	418,462 490,000 0
2.B.i.1.o.i Landscape Architecture/Master Planning - 2nd St. Corridor from NP Ave. to 4th Ave.	DE-7430	35,000	13,082 0	48,082 35,000 0
2.B.i.1.o.ii Master Planning Services - Mickelson to the 4th St. Levee	DE-7430	100,000	47,737 0	147,737 100,000 0
2.B.i.2 Red River Levees – Phase 2 Design	DE-7430	3,064,000	0	3,064,000
2.B.i.3 Red River Levees – VES	DE-7430	30,000	0	30,000

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2.B.i.4 4 th Street Levee Pump Station Replacement	DE-7430	600,000	<u>81,320</u>	<u>681,320</u> 600,00 0
2.B.i.5 Michelson Levee Extension	DE-7430	328,000	<u>(211,632)</u>	<u>116,368</u> 328,00 0
2.B.i.6 El Zagal Phase 2 Levee Design	DE-7430	190,000	<u>31,654</u>	<u>221,654</u> 190,00 0
<u>2.B.i.7 2nd St. So. closure and Pump Station Design</u>	<u>DE-7430</u>	<u>0</u>	<u>430,000</u>	<u>430,000</u>
2.B.ii Upstream Staging Area Ring Levees (Allowance)	<u>DE-10150</u> CN-6860	440,000	0	440,000
2.B.ii.2.d WP-43A Design	<u>DE-10150</u> CN-6860	362,499	0	362,499
2.B.ii.2.e WP-43C Design	<u>DE-10150</u> CN-6860	210,747	0	210,747
2.B.ii.2.f WP-43D Design	<u>DE-10150</u> CN-6860	<u>1,893,332</u> 1,439,332	<u>12,600</u> 454,000	<u>1,905,932</u> 1,893,332
2.B.ii.2.g WP-43E Design	<u>DE-10150</u> CN-6860	260,000	<u>4,500</u>	<u>264,500</u> 260,00 0
2.B.ii.2.h OHB Ring Levee – VES	<u>DE-10150</u> CN-6860	33,694	0	33,694
2.B.ii.2.h.i OHB Ring Levee Design Modification - 100-Year Elevation	<u>DE-10150</u> CN-6860	127,240	0	127,240
2.B.ii.2.i O/H/B Wetland Mitigation Design	<u>DE-10150</u> CN-6860	<u>92,000</u>	<u>0</u> 92,000	92,000
2.B.ii.2.j WP-43A Levee Inspection	<u>DE-10150</u> CN-6860	<u>5,000</u>	<u>0</u> 5,000	5,000
2.B.iii Right of Way Surveying	<u>DE-10150</u> CN-6860	<u>127,488</u> 68,488	<u>0</u> 59,000	127,488
TOTAL		<u>8,389,000</u> 7,779,000 00	<u>340,723</u> 10,000 0	<u>8,729,723</u> 8,389,000 ,000

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

C. When invoicing work, Engineer shall note the Activity ID (shown in the table above) associated

with each invoiced activity.

D. Provide monthly invoice and status report

- i. Status report will accompany invoice, and detail work completed during the invoice period.
- ii. Status report will be organized by subtask, and provide narrative of work completed on each subtask.
- iii. Status of work completed will include:
 1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.
 2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.
 3. Dates of deliverables otherwise required under the Project Management task.

6. Consultants:

- a. Braun Intertec Corporation
- b. Northern Technologies, Inc.
- c. Robert Trent Jones II, LLC

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference:

- A. AWD-00045, REV-0, WP - 42F.1 Phase II Environmental Site Assessment (ESA), dated December 11, 2014.
- B. AWD-00047, REV-0, El Zagal Phase 2 Levee Design, dated February 5, 2015.
- C. AWD-00049, REV-0, Soil Characterization for Case Plaza for Work Package 42F.1S, dated June 11, 2015.
- C-D. AWD-00057, REV-0, WP-42A.1 4th Street Pump Station Wet Well Design Modifications, and WP-43E.2C OHB Ring Levee Home Demolition

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

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



AUTHORITY WORK DIRECTIVE

AWD-00057 REV-0

Task Order 13 – Levee Design and Design Support, WP42A.1 (4th St. Pump Station) and WP43E.2C (Demolition)

		WORK TYPE:	<u>WIK</u>
TO:	Houston-Moore Group, LLC	DATE INITIATED:	<u>3/31/2016</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:

WP-42A.1 – Prepare plans and technical specifications for enhanced access into the 4th Street pump station wetwell.

WP-43E.2C – Prepare plans, technical specifications, and Engineer’s Opinion of Probable Cost for the demolition of one (1) home site.

BACKGROUND:

WP-42A.1 – The current design of the 4th Street pump station requires maintenance staff to be lowered into the wetwell on a harness. The Owner directed that plans be prepared so that the Contractor can prepare a price proposal for furnishing and installing enhanced access features such as ladders and lights to eliminate the use of a harness for access.

WP-43E.2C – A Diversion Authority-owned home in the OHB ring levee area has sustained damage and estimated costs to make repairs are prohibitively expensive. The home is located outside the OHB ring levee and within the project staging area. Ultimately, removal of the home from the staging area is required. Due to damages, the Owner has directed the removal begin as soon as possible.

SCOPE:

WP-42A.1 – Provide engineering services to prepare plans and specifications for Owner-requested pump station access enhancements. Plans to be sufficiently detailed to allow Contractor to prepare a cost proposal to furnish and install the enhanced access features. Estimated cost of proposed services is \$14,000.

WP-43E.2C - Provide engineering services to prepare plans, specifications, and Engineer’s Opinion of Probable Cost for Owner-requested demolition of residence. Plans to be sufficiently detailed to allow Contractor to prepare a cost proposal to perform demolition and dispose of waste materials. Estimated cost of proposed services is \$4,500.

DELIVERABLES:

WP-42A.1 – draft and final plans and technical specifications.

WP-43E.2C – draft and final plans, technical specifications, and Engineer’s Opinion of Probable Cost.

SCHEDULE:

Begin upon receipt of AWD. The above scope of work will be incorporated into Task Order No. 13 -Levee Design and Design Support, which will supersede 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 \$18,500, allocated as \$14,000 for WP-42A.1 and \$4,500 for WP-43E.2C. This limit will not be exceeded without further written approval. The above scope of work will be incorporated into a future Task Order No. 13 amendment, which will supersede this AWD. Costs associated with this AWD will be invoiced under Task Order 13 after the amendment has been executed.

REASON FOR CHANGE(S):

WP-42A.1 – Owner requested.

WP-43E.2C – No change to plan for property, but timeline accelerated due to property damage.


ATTACHMENTS (List Supporting Documents):

WP-42A.1 – Engineer’s fee estimate.

WP-43E.2C: Engineer’s fee estimate.


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

John Glatzmaier, P.E.
Name

Signature


Project Manager
Title
April 1, 2016
Date

Ordered by: Board of Authority
Owner

Darrell Vanyo
Name

Signature

Board Chair
Title

Date

 FM Metro Risk Management Project Task Order 17 Amendment - WP42A1/A3 SDC		
Task	Activity Description	Cost Per Task
Additional Services During Construction Support for WP42A1/A3		
	Amendment request from HDR (\$13,309) for additional design work on WP42A1 to address comments from Fargo Public Works regarding access as outlined in attached detail plus HMG markup (5%)	
		\$ 13,974
	Total	\$ 13,974
	Grand Totals	\$ 13,974



**FM Metro Risk Management Project
Kaspari Property - Demolition Plan**


Task	Activity Description	Personnel Costs										Cost Per Task				
		Project Manager		Senior Project Engineer		Professional Engineer		CADD Technician III		GIS Technician III			Administrative			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost		
Additional Services																
Task 1	Develop Demo Plans - Kaspari Property															
A.1	Site visit/inspection	0	\$ -	0	\$ -	3	\$ 438	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 438
A.2	Develop plan set - cover sheet, vicinity map, location map, removal plan, and details	2	\$ 314	0	\$ -	8	\$ 1,168	8	\$ 920	0	\$ -	2	\$ 144	0	\$ -	\$ 2,546
A.3	Develop technical specifications and review front end documents provided by the PMC	2	\$ 314	0	\$ -	2	\$ 292	0	\$ -	0	\$ -	2	\$ 144	0	\$ -	\$ 750
A.4	Develop Engineer's Opinion of Probable Cost	1	\$ 157	0	\$ -	2	\$ 292	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 449
	Total	5	\$ 785	0	\$ -	15	\$ 2,190	8	\$ 920	0	\$ -	4	\$ 288	0	\$ -	\$ 4,183
	Grand Totals														\$ 4,183	



**FM Metro Flood Risk Management Project
Task Order No. 13 - Amendment No. 13**

Task	Activity Description	Cost Per Task
Additional Engineering Services		
Task 101 - Landscape Architecture - 2nd Street Corridor	Additional sub-consultant design services for the 2nd Street levee recreation plan. \$12,459 plus 5% markup. Sub-consultants: SRF Consulting Group	\$ 13,082
Task 102 - Master Planning - Mickelson to 4th Street Levee	Additional sub-consultant design services for the 2nd Street Riverfront Master Plan Study. \$45,464 plus 5% markup. Sub-consultants: SRF Consulting Group and Image Group	\$ 47,737
Task 111 - 4th Street Pump Station Replacement	Additional HMG and sub-consultant design services for the interior drainage, pump size modifications, gatewell layout, building layout, geotechnical analysis and address USACE review comments. Sub-consultants: Braun Intertec and HDR	\$ 67,320
Total		\$ 128,139
Grand Totals		\$ 128,139

Actual cost of proposed work was \$31,654

		FM Metro Risk Management Project HMG Task Order No. 13 - El Zagal Phase 2												
		Personnel Costs												Cost Per Task
		Senior Project Manager		Project Manager		Senior Project Engineer		Graduate Engineer		CADD Technician III		Senior Administrative		
Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
WP42H.2 (El Zagal Levee Phase 2) Design Services														
Task 1	Project Administration - Long period (seven months) between 95% submittal and bid set due to acquisition schedule. This resulted in additional meetings, additional time to manage the design team, etc.	0	\$ -	84	\$ 13,188		\$ -		\$ -		\$ -		\$ -	\$ 13,188
Task 2	Preliminary Engineering & Public Meetings - did not utilize allocated budget	0	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ (2,472)
Task 3	Design and plan preparation Long period (seven months) between 95% submittal and bid set due to acquisition schedule. The estimated budget was nearly spent at the time of the 95% submittal. After the 95% submittal, design changes were requested for intersection modifications, bike path modifications, sanitary lift station modifications including the addition of flow monitoring equipment with telemetry. Also, with the delay in the bid schedule, the grading plan for adjacent to the new golf course club house had to be completely revised. Also, several additional meetings were held to discuss milestones and completions dates which were revised throughout the year as the potential bid dates changed.	0	\$ -		\$ -	172	\$ 27,864	54	\$ 5,940	96	\$ 11,040	16	\$ 1,152	\$ 44,844
Task 4	Project Closeout and Preliminary O&M Development This item is included in the proposal for Services During Construction		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ (10,698)
Task 5	Develop Demolition Plans, Specifications, and Asbestos testing for 8 residential lots. Asbestos testing was coordinated by the PMC. Portions of the demolitions plans were incorporated into the Task 3 design scope.		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ (10,500)
	Total	0	\$ -	84	\$ 13,188	172	\$ 27,864	54	\$ 5,940	96	\$ 11,040	16	\$ 1,152	\$ 34,362

Task	Activity Description	Personnel Costs														Other /Expenses	Cost Per Task	
		Senior Project Manager (\$174)		Project Manager (\$157)		Professional Engineer (\$146)		Project Engineer (\$128)		2M Crew		CADD Technician II (\$105)		GIS Technician III				
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
Public Involvement/Landowner Coordination/Meetings	Coordination with owners (Assume none for BCOE)		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Civil Design	Levee, transportation and public utility design	2	\$ 348	2	\$ 314	20	\$ 2,920	40	\$ 4,400		\$ -	24	\$ 2,520		\$ -		\$ -	\$ 10,502
Civil Structural - Floodwall and Closure	Structural floodwall and closure design, including Main Avenue Bridge Floodwall	8	\$ 1,392	0	\$ -	24	\$ 3,504	0	\$ -		\$ -	16	\$ 1,680		\$ -		\$ -	\$ 6,576
Civil Structural -Stormwater Pump Sta.	Structural for Stormwater Pump Station	8	\$ 1,392	0	\$ -	24	\$ 3,504	0	\$ -		\$ -	20	\$ 2,100		\$ -		\$ -	\$ 6,996
Civil Structural -Stormwater Gatewell	Structural for Stormwater Gatewell (includes CIP box culvert)	8	\$ 1,392	0	\$ -	24	\$ 3,504	0	\$ -		\$ -	20	\$ 2,100		\$ -		\$ -	\$ 6,996
Electrical Engineering	Include from SRF	0	\$ -	0	\$ -		\$ -	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ 2,500
Cost Estimating	Construction Cost Estimate (Not included for BCOE)	0	\$ -		\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
Specifications	Use City of Fargo Specs.	2	\$ 348	0	\$ -	8	\$ 1,168	12	\$ 1,320		\$ -		\$ -		\$ -		\$ -	\$ 2,836
Technical Review – QA/QC	Internal HMG QA/QC and Response to USACE and PMC Reviews	4	\$ 696		\$ -	6	\$ 876	6	\$ 660		\$ -		\$ -		\$ -		\$ 250	\$ 2,482
Bid Document Development	PMC will develop Div 0 and Div 1, HMG will provide support. (Assume none for BCOE Submittal)		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -		\$ -		\$ -	\$ -
Design Documentation	TM and Design Documentation	1	\$ 174	1	\$ 157	4	\$ 584	4	\$ 440		\$ -		\$ -		\$ -		\$ -	\$ 1,355
Final Design Submittal	Final Design Submittal for WP42E	16	\$ 2,784	4	\$ 628	74	\$ 10,804	36	\$ 3,960	0	\$ -	44	\$ 4,620	4	\$ 492	\$ 250	\$ -	\$ 31,038
Public Involvement/Landowner Coordination/Meetings	Coordination with owners 1 meeting	2	\$ 348		\$ -	4	\$ 584		\$ -		\$ -	2	\$ 210	4	\$ 492		\$ -	\$ 1,634
Civil Design	Levee, transportation and public utility design	1	\$ 174	2	\$ 314	8	\$ 1,168	12	\$ 1,320		\$ -	8	\$ 840		\$ -		\$ -	\$ 3,816
Civil Structural - Floodwall and Closure	Structural floodwall and closure design, including Main Avenue Bridge Floodwall	1	\$ 174	0	\$ -	12	\$ 1,752	0	\$ -		\$ -	8	\$ 840		\$ -		\$ -	\$ 2,766
Civil Structural -Stormwater Pump Sta.	Structural for Stormwater Pump Station	1	\$ 174	0	\$ -	12	\$ 1,752	0	\$ -		\$ -	12	\$ 1,260		\$ -		\$ -	\$ 3,186
Civil Structural -Stormwater Gatewell	Structural for Stormwater Gatewell (Includes CIP box culvert)	1	\$ 174	0	\$ -	12	\$ 1,752	0	\$ -		\$ -	12	\$ 1,260		\$ -		\$ -	\$ 3,186
Landscaping	Include as part of 95% and Final	0	\$ -	0	\$ -		\$ -	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ 5,000
Electrical Engineering	Include from SRF	0	\$ -	0	\$ -		\$ -	0	\$ -		\$ -		\$ -		\$ -		\$ -	\$ 2,500
Cost Estimating	Construction Cost Estimate	1	\$ 174		\$ -	2	\$ 292	4	\$ 440		\$ -	2	\$ 210		\$ -		\$ -	\$ 1,116
Specifications	Use City of Fargo Specs.	1	\$ 174	0	\$ -	8	\$ 1,168	4	\$ 440		\$ -		\$ -		\$ -		\$ -	\$ 1,782
Technical Review – QA/QC	Internal HMG QA/QC and Response to USACE and PMC Reviews	2	\$ 348		\$ -	4	\$ 584	4	\$ 440		\$ -		\$ -		\$ -		\$ 250	\$ 1,622
Bid Document Development	PMC will develop Div 0 and Div 1, HMG will provide support.	4	\$ 696		\$ -	8	\$ 1,168	8	\$ 880		\$ -	0	\$ -		\$ -		\$ -	\$ 2,744
Design Documentation	TM and Design Documentation	2	\$ 348	2	\$ 314	4	\$ 584	4	\$ 440		\$ -		\$ -		\$ -		\$ -	\$ 1,686
Grand Totals		193	\$ 33,582	31	\$ 4,867	997	\$ 145,562	834	\$ 91,740	32	\$ 7,424	576	\$ 60,480	64	\$ 7,872	\$ 4,000	\$ -	\$ 428,777



FM Metro Risk Management Project
Task Order 13, WP-43D - Addition of Turn Lanes to Cass Highway 81

Task	Activity Description	Personnel Costs												Cost Per Task	
		Project Manager		Senior Project Engineer		Professional Engineer		CADD Technician III		GIS Technician III		Subconsultant			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Cost		
Additional Services															
Task 1	Includes collection of additional topo survey, additional Highway 81 modeling to include turn lanes, and incorporation of turn lanes into WP-43D plan set. Cost includes KLJ cost plus 5%.	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		\$12,600	\$	12,600
	Total	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		\$12,600	\$	12,600
	Grand Totals													\$	12,600



May 16, 2016

Chris Gross, PE
Project Manager
Moore Engineering, Inc.
925 10th Avenue East
West Fargo, ND 58078

KLJ Estimate	\$12,000
HMG 5% mark-up	\$ 600
Total Estimate	\$12,600

Re: WP-43D - Turn Lane Additions
CR 81/18 Road Raise

Dear Mr. Gross:

The below information summarizes a budget amendment for the referenced project. The proposed cost would account for additional survey and design efforts required for right and left turn lanes on CR 81 at the Clubhouse Drive and Schnell Drive approaches in Oxbow.

The following design changes would be required:

- Additional topographic survey
- Additional CR 81 roadway modeling
- Plan updates to Sections 4,8,10,20,30,60,76,77,82,110,200 to accommodate changes

Attached you will find a breakdown of the hours we are requesting for the various tasks. The total additional amount we are requesting is \$12,000.

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4883 or kris.bakkegard@kljeng.com.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Kris Bakkegard". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Kris Bakkegard, PE
Project Manager

Enclosure(s): Fee Summary
Project #: 14612100.1
cc: project file

Technical Advisory Group Recommendation

Meeting Date: 6/15/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

The Owner’s Representative prepared the following Contract Action(s) for the Technical Staff team:

List description of Contract Action(s):

Houston-Moore Group, LLC

MFDA – Task Order 17, Amendment 4 - WP-42 SDC

\$333,000

- Incorporate AWD-00059 SDC scope amendment budget changes for WP42F.1S, WP42H.2, and WP42I.1
- Add SDC scope and budget for WP42F.2, Flood Control, 2nd St. South

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the In-Town Levees (WP-42), and has provided Services During Bid (SDB) and Services During Construction (SDC) for WP-42 from July 10, 2014, to the present time.

See the table below for a summary of the amendments to the Task Order.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Task Order 17 Amendment 0	\$ -	\$1,550,000	\$ -	10-Jul-14	30-Sep-16	Initial WP-42 SDB and SDC agreement for WP-42A.1, WP-42A.2, and WP42A.3.
Task Order 17 Amendment 1	\$693,000		\$2,243,000	10-Jul-14	30-Sep-16	Adds SDB and SDC for WP-42F.1S; SDB for WP-42H.2; SDB for WP-42I; and, SDB for WP-42C.2.
Task Order 17 Amendment 2	\$1,605,000		\$3,848,000	10-Jul-14	30-Jun-17	Incorporated AWD-00052; added additional SDC period of performance and budget for WP-42A.2 and WP-42A.1/A.3; added SDC for WP-42H.2, WP-42I.1, and WP-42C.1; and, added SDB for 42F.1N.
Task Order 17 Amendment 3	\$751,000		\$4,599,000	1-May-16	31-Jul-17	Incorporates AWD-00058 and includes additional SDC services for 42F.1N. Adds requirement for Engineer to note Activity ID on monthly invoices.
Task Order 17 Amendment 4	\$333,000		\$4,599,000	23-Jun-16	31-Jul-17	Incorporates AWD-00059 scope amendment budget changes for WP42F.1S, WP42H.2, and WP42I.1. Add SDC scope and budget for WP42F.2.

DISCUSSION:

Incorporate SDC scope amendment budget changes for WP-42F.1S, WP-42H.2, and WP-42I.1:

Amendment 4 incorporates the budget associated with scope changes from Amendment 3 and originally authorized by AWD-00059 for the following projects. HMG provided costs proposals for these SDC scope changes and the PMC reviewed and found them to be acceptable:

- WP-42F.1S amended SDC budget (\$ 50,000 increase)
- WP-42H.2 amended SDC budget (\$ 27,000 increase)
- WP-42I.1 amended SDC budget (\$ 28,000 increase)

WP-42F.2 (2nd Street South Levee):

Amendment 4 incorporates SDC scope and budget for WP-42F.2. HMG’s proposal for this work is attached. The PMC reviewed this proposal and found it to be acceptable. (\$ 228,000 increase)

Amendment 4 also incorporates schedule Activity IDs into the contract. The proposed budget changes are listed in the table below.

WP-42 SDB and SDC Budgets by Work Package and Amendment:

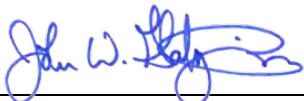
Work Package	Act. ID	SDB (\$)	SDC (\$)	PM (\$)	On Call (\$)	Total (\$)	Amendment
WP-42A.2 & 42A.1/A3	CN-9520	50,000	1,300,000	180,000	20,000	1,550,000	TO17-A0
WP-42F.1S	CN-9520	36,000	540,000	60,000		636,000	TO17-A1
WP-42H.2	CN-9520	27,000				27,000	
WP-42I.1	CN-9520	15,000				15,000	
WP-42C.2	CN-9520	15,000				15,000	
Subtotal TO17-A1		93,000	540,000	60,000	0	693,000	
WP-42A.2	CN-9520		192,000			192,000	TO17-A2
WP42A.1/A3	CN-9520		830,000	28,000		858,000	
WP-42C.1	CN-9520	10,000	22,000	3,000		35,000	
WP-42C.2	CN-9520		40,000			40,000	
WP-42H.2	CN-9520		263,000	38,000		301,000	
WP-42I.1	CN-9520		132,000	25,000		157,000	
WP-F.1N	CN-9520	22,000				22,000	
Subtotal TO17-A2		32,000	1,479,000	94,000	0	1,605,000	
WP-42F.1N	CN-9520	0	684,000	52,000	0	736,000	TO17-A3
WP-42F.2	CN-9520	15,000	0	0	0	15,000	
Subtotal TO17-A3		15,000	684,000	52,000	0	751,000	
WP-42F.1S	CN-9520		50,000			50,000	TO17-A4
WP-42H.2	CN-9520		27,000			27,000	
WP-42I.1	CN-9520		28,000			28,000	
WP-42F.2	CN-9520		213,000	15,000		228,000	
Subtotal TO17-A4		0	318,000	15,000	0	333,000	
TOTAL		190,000	4,321,000	401,000	20,000	4,932,000	

The PMC reviewed HMG's cost proposal and found it to be acceptable.
 This change amount of \$333,000 is included in the FY-2016 MFDA budget.

ATTACHMENT(S):

1. Draft Task Order 17, Amendment 4
2. AWD-00059
3. HMG Cost Proposals

Presented by:



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

June 15, 2016

Date

Keith Berndt, Cass County Administrator
 Concur: June 21, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
 Concur: June 21, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
 Concur: June 21, 2016 Non-Concur: _____

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

David Overbo, Clay County Engineer
 Concur: June 16, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
 Concur: June 17, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
 Manager
 Concur: June 16, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 17, Amendment 34

MFDA Purchase Order No. 174124

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.

REPLACE Task Order No. 17, Amendments 0, 1, and 2 in their entirety with the following:

1. Specific Project Data
 - A. Title: SERVICES DURING CONSTRUCTION – WORK PACKAGE 42
 - B. Description: Provide Services During Bid (SDB) and Services During Construction (SDC) for projects designed by HMG for the Fargo-Moorhead Area Flood Diversion Project (Project).
 - C. Background: The scope of work for this Task Order includes SDB and SDC. Owner will be issuing various construction packages for bid. Engineer will assist Owner with SDC, including SDB. It is anticipated that the following construction contracts will be required:
 - 1) WP-42A.1, A.3 – Red River Levees – 4th Street Lift Station, Gatewell, and Outfall Structure
 - 2) WP-42A.2 – Red River Levees – 2nd Street Lift Station and Gatewell Structure
 - 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 and SDC)
 - 5) WP-42I.1 – Mickelson Levee Extension (SDB and SDC)
 - 6) WP-42C.2 – Park East Demolition (SDB and SDC)
 - 7) WP-42C.1 – HoJo, Old Shakey’s, and FPS Demolition (SDB and SDC)
 - 8) WP-42F.1N – Flood Control, 2nd Street North, North of Pump Station (SDB and SDC)
 - 9) WP-42F.2 – Flood Control, 2nd Street South, (Park East) (SDB and SDC)

2. Services of Engineer

The following functions and activities describe the general services authorized under this Task Order, Engineer will perform activities to accomplish the scope described herein, as well as other services that may be mutually agreed to by the parties pursuant to the terms of the Agreement.

A. Services During Bidding

- 1) Respond to bidder inquiries forwarded by Owner's Representative during advertisement period and prepare addenda as necessary to provide a clear, biddable set of solicitation documents.
- 2) Attend and participate in pre-bid meetings and site visits.
- 3) Attend bid openings and, if requested, assist in evaluation of bids.
- 4) Incorporate addenda into the plans and technical specifications for the Contract Award Documents.
- 5) Prepare a submittal register based on the Contract Documents indicating required submittals, the specific technical submittals requiring review and/or approval by the Engineer, and administrative submittals that can be reviewed by the Owner's Representative.

B. Services During Construction

- 1) Comply with the general guidelines of the Memorandum for Record No. 018 (MFR-018) "Fargo-Moorhead Metro (FMM) Flood Risk Management (FRM) Project – Sponsor Constructed Features Roles and Responsibilities" between the Diversion Authority, US Army Corps of Engineers (USACE), and the Program Management Consultant (PMC) as modified herein.
- 2) Fulfill the duties of Engineer in accordance with the specific requirements of the Contract Documents for each project. Follow project documentation requirements provided by the PMC.
- 3) Participate in one or more partnering meetings.
- 4) Comply with Owner's and Contractor's safety plans.
- 5) Provide a Resident Project Representative (RPR) that will represent the Engineer and Owner's Representative. RPR will have the duties and defined in the Contract Documents for each project.
- 6) Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections to be performed by third party materials testing firm, and other specialty inspection agents as needed.
 - a. Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies.
 - b. Maintain a log for each type of test conducted.
 - c. Prepare Daily Reports and submit to Owner's Representative and City of Fargo.
 - d. Prepare Weekly Reports for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.
- 7) Respond to Requests for Information and other construction communication provided by the Owner's Representative.

- 8) Review shop drawings, samples, and operation and maintenance manuals for conformance with the Contract Documents.
- 9) Lead development and scoping, and coordinate Contractor pricing of Change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner.
- 10) Perform the following survey tasks in accordance with MRF-015, Survey Standards:
 - a. Additional project control, if required.
 - b. Benchmark checks during construction.
 - c. Existing conditions surveys.
 - d. Quantity surveys for Contractor's monthly payment application.
 - e. As-built construction surveys.
- 11) Maintain a set of full-scale contract drawings indicating as-built conditions. Assemble redline information from Contractor, Engineer's Resident Project Representative, and other sources to maintain these drawings.
- 12) Prepare or review site visit reports for site visits by Engineer, USACE or their external peer review team, or other authorities.
- 13) Be responsible for commissioning activities, including equipment testing, demonstrations of capability and operability, and training of operating staff.
- 14) Assist Owner's Representative with determination of monthly pay application quantities.
- 15) Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.
- 16) Following completion of construction, update the Design Document Report to reflect the design changes, contract modifications, site conditions encountered, testing, and submittals.
- 17) Provide Final As-Built drawings in conformance with the same standards as the design drawings.
- 18) Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features.
- 19) Provide flood risk reduction certifications as required by Owner.
- 20) Deliverables:
 - a. Contract Award Document(s)
 - b. Log of QC Tests
 - c. Daily Reports
 - d. Weekly Reports
 - e. Site Visit Reports

- f. Punch List(s)
- g. Updated Design Document Report
- h. Final As-Built Drawings
- i. Inspection and Monitoring Plan
- j. Flood Risk Reduction Certifications

B. Project Management

- 1) Provide project management, including monthly status reports and invoicing to PMC, on Engineer’s task activity.
- 2) Participate in regular and periodic meetings or teleconferences with contractors, the Owner’s Representative, City of Fargo, Owner, and USACE.
- 3) Deliverables:
 - a. Monthly status reports and invoices

C. On-Call Services

- 1) Respond to requests for services from Owner or Owner’s Representative for tasks not included in individual Task Orders. Services will be provided only with written authorization from Owner or Owner’s Representative.
- 2) Deliverables:
 - a. On-call services deliverables as requested.

3. Owner’s Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in EXHIBIT B of the Agreement.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	July 10, 2014	September 30, 2016
Amendment 2	January 28, 2016	June 30, 2017
Amendment 3	May 1, 2016	July 31, 2017

5. Payments to Engineer

- 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	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Services During Bid	CN- 9520 XXXX WP-42SDC	190,000 175,000	15,000 0	190,000
B. Services During Construction	CN- 9520 XXXX WP-42SDC	4,003,000 3,319,000	318,000 684,000	4,321,000 4,003,000
C. Project Management	CN- 9520 XXXX WP-42SDC	386,000 334,000	15,000 52,000	401,000 386,000
D. On-Call Services	CN- 9520 XXXX WP-42SDC	20,000 20,000	0	20,000
TOTAL		4,599,000 3,848,000	333,000 751,000	4,932,000 4,599,000

- E. The terms of payment are set forth in Article 4 and EXHIBIT of Agreement C.
- F. When invoicing work, Engineer shall note the Activity ID (shown in the table above) associated with each invoiced activity.
- G. Provide monthly invoice and status report
- i. Status report will accompany invoice, and detail work completed during the invoice period.
 - ii. Status report will be organized by subtask, and provide narrative of work completed on each subtask.
 - iii. Status of work completed will include:
 1. Outstanding issues to resolve, expected steps to progress work, outstanding items required from Owner, Owner's Representative, or others to progress work, anticipated completion date of subtasks.
 2. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.
 3. Dates of deliverables otherwise required under the Project Management task.
6. Sub consultants:
- A. Barr Engineering (geotechnical inspections and support)
 - B. SRF (signaling and lighting)
7. Other Modifications to Agreement: No additions or modifications
8. Attachments: None.
9. Documents Incorporated By Reference:
- A. Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated March 8, 2012.
 - B. AWD-00050 REV-0, Services During Bidding-WP-42F.1S, dated July 9, 2015.

C. AWD-00052 REV 0, WP-42C.2 SDC and WP-42C.1 SDB, dated November 12, 2015.

D. AWD-00058 REV 0, WP-42F.1N SDC and WP-42F.2 SDB, dated May 12, 2016.

~~D-E.~~ AWD-00059 REV 0, WP-42F.1S, WP-42H.2, and WP-42I.1 additional SDC, dated May 26, 2016.

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 _____

Jeffry J. Volk

Name

President

Title

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

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

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



AUTHORITY WORK DIRECTIVE

AWD-00059 REV-0

WP-42 Services During Construction

		WORK TYPE:	WIK
TO:	Houston-Moore Group, LLC	DATE INITIATED:	5/26/2016
PROJECT:	Fargo-Moorhead Diversion Engineering Design		
OWNER:	Metro Flood Diversion Authority		

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

OBJECTIVE:

Add Services During Construction (SDC) scope of work for WP-42F.1S, WP-42H.2, and WP-42I.1 due to change in project delivery.

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the In-Town Levees (WP-42) work packages, and has provided Services During Bid (SDB) and Services During Construction (SDC) for WP-42 projects from July 10, 2014, to the present time. The Diversion Authority, in consultation with HMG and CH2M, has changed the scope of work of both the HMG Services During Construction (SDC) task order and the CH2M Construction Management (CM) task order.

SCOPE:

The change includes transfer of the following scope from the CM task to the SDC task:

- scheduling and coordination of Owner’s third party material testing firm,
- preparation of daily and weekly reports,
- development, scoping and negotiation of Change Orders,
- field surveys,
- maintenance of as-built drawings,
- preparation of site visit reports,
- commissioning of facilities, and
- issuing punch lists.

DELIVERABLES:

Deliverables include but are not limited to: daily and weekly reports, change orders, surveys, as-built drawings, commissioning reports, and punch lists.

SCHEDULE:

Begin upon receipt of AWD.

HOW WORK IS PERFORMED:

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

COST:

Cost incurred under this AWD shall not exceed \$25,000, allocated as \$10,000 for WP-42F.1S, \$7,500 for WP-42H.2, and \$7,500 for WP-42I.1, without further written approval. The above scope of work will be incorporated into a future Task Order No. 17 amendment, which will supersede this AWD. Costs associated with this AWD will be invoiced under Task Order 17 after the amendment has been executed.

REASON FOR CHANGE(S):

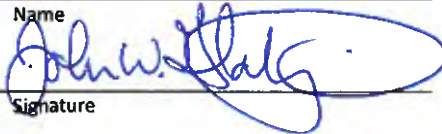
Extended negotiation period for Task Order 17 amendment.

ATTACHMENTS (List Supporting Documents):

None.

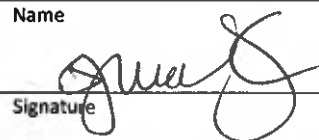
It is understood that this Authority Work Directive will not change the Contract Price or Times, but is evidence that the parties expect a Contract Amendment to be subsequently issued reflecting the changes.

Recommended by: CH2M HILL
Program Management Consultant

John Glatzmaier, P.E.
Name

Signature

Program Manager
Title
May 26, 2016
Date

Ordered by: Board of Authority
Owner

Darrell Vanyo
Name

Signature

Board Chair
Title
5-26-16
Date



FM Metro Risk Management Project

HMG Task Order No. 17 - Services During Construction

Task	Activity Description	Personnel Costs												Cost Per Task		
		Senior Project Manager		Project Manager		Professional Engineer		Graduate Engineer		2M Crew		GIS Technician III			Senior Administrative	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
WP42F1S - 2nd Street/Downtown - South of Pump Station - Services During Construction (Assume a remaining 6 month construction timeline). Estimate is for additional services due to revised SDC roles.																
Task 2.B.6 (New)	Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections agents as needed. This includes a) Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies. b) Maintain a log for each type of test conducted. c) Prepare Daily Reports and submit to Owner's Representative and City of Fargo. d) Prepare a weekly report for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.	2	\$ 348	12	\$ 1,884	48	\$ 7,008	24	\$ 2,640		\$ -		\$ -	8	\$ 576	\$ 12,456
Task 2.B.9 (Expanded)	Lead development and scoping, and coordinate Contractor pricing of change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner	1	\$ 174	4	\$ 628	20	\$ 2,920	40	\$ 4,400		\$ -		\$ -	8	\$ 576	\$ 8,698
Task 2.B.10 (New)	Perform the following survey tasks in accordance with MFR-015, Survey Standards: a) Additional project control, if required; b) Benchmark checks during construction; c) Existing conditions surveys; d) Quantity surveys for Contractor's monthly payment application; e) As-built construction surveys.	1	\$ 174	0	\$ -	4	\$ 584	8	\$ 880	24	\$ 5,568	4	\$ 492		\$ -	\$ 7,698
Task 2.B.11 (Expanded)	Maintain a set of full-scale contract drawings indicating as-built conditions. Assemble redline information from Contractor, Engineer's RPR, and other sources to maintain these drawings	0	\$ -	4	\$ 628	12	\$ 1,752	24	\$ 2,640	0	\$ -	24	\$ 2,952		\$ -	\$ 7,972
Task 2.B.12 (New)	Prepare or review site visit reports for site visits by Engineer, USACE or their external peer review team, or other authorities	1	\$ 174	4	\$ 628	12	\$ 1,752	12	\$ 1,320		\$ -	0	\$ -	2	\$ 144	\$ 4,018
Task 2.B.13 (New)	Be responsible for commissioning activities, including equipment testing, demonstrations of capability and operability, and training of operating staff.	1	\$ 174	2	\$ 314	12	\$ 1,752	12	\$ 1,320		\$ -	0	\$ -	4	\$ 288	\$ 3,848
Task 2.B.15 (New)	Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.	1	\$ 174	0	\$ -	16	\$ 2,336	16	\$ 1,760		\$ -	2	\$ 246	2	\$ 144	\$ 4,660
	Expenses															\$ 1,000
Total		7	\$ 1,218	26	\$ 4,082	124	\$ 18,104	136	\$ 14,960	24	\$ 5,568	30	\$ 3,690	24	\$ 1,728	\$ 50,350



FM Metro Risk Management Project

HMG Task Order No. 17 - Services During Construction

Task	Activity Description	Personnel Costs												Cost Per Task		
		Senior Project Manager		Project Manager		Professional Engineer		Graduate Engineer		2M Crew		GIS Technician III			Senior Administrative	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
WP421 - Mickelson Levee Extension - Services During Construction (Assume a 4 month construction timeline). Estimate is for additional services due to revised SDC roles.																
Task 2.B.6 (New)	Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections agents as needed. This includes a) Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies. b) Maintain a log for each type of test conducted. c) Prepare Daily Reports and submit to Owner's Representative and City of Fargo. d) Prepare a weekly report for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.	1	\$ 174	2	\$ 314	16	\$ 2,336	16	\$ 1,760		\$ -		\$ -	8	\$ 576	\$ 5,160
Task 2.B.9 (Expanded)	Lead development and scoping, and coordinate Contractor pricing of change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner	1	\$ 174	2	\$ 314	12	\$ 1,752	24	\$ 2,640		\$ -		\$ -	8	\$ 576	\$ 5,456
Task 2.B.10 (New)	Perform the following survey tasks in accordance with MFR-015, Survey Standards: a) Additional project control, if required; b) Benchmark checks during construction; c) Existing conditions surveys; d) Quantity surveys for Contractor's monthly payment application; e) As-built construction surveys.	1	\$ 174	0	\$ -	4	\$ 584	8	\$ 880	16	\$ 3,712	4	\$ 492		\$ -	\$ 5,842
Task 2.B.11 (Expanded)	Maintain a set of full-scale contract drawings indicating as-built conditions. Assemble redline information from Contractor, Engineer's RPR, and other sources to maintain these drawings	0	\$ -	0	\$ -	8	\$ 1,168	8	\$ 880	0	\$ -	8	\$ 984		\$ -	\$ 3,032
Task 2.B.12 (New)	Prepare or review site visit reports for site visits by Engineer, USACE or their external peer review team, or other authorities	1	\$ 174	4	\$ 628	8	\$ 1,168	8	\$ 880		\$ -	0	\$ -	2	\$ 144	\$ 2,994
Task 2.B.13 (New)	Be responsible for commissioning activities, including equipment testing, demonstrations of capability and operability, and training of operating staff.	1	\$ 174	2	\$ 314	8	\$ 1,168	4	\$ 440		\$ -	0	\$ -	4	\$ 288	\$ 2,384
Task 2.B.15 (New)	Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.	1	\$ 174	0	\$ -	8	\$ 1,168	8	\$ 880		\$ -	2	\$ 246	2	\$ 144	\$ 2,612
	Expenses															\$ 500
Total		6	\$ 1,044	10	\$ 1,570	64	\$ 9,344	76	\$ 8,360	16	\$ 3,712	14	\$ 1,722	24	\$ 1,728	\$ 27,980



FM Metro Risk Management Project
HMG Task Order No. 17 - Services During Construction

Task	Activity Description	Personnel Costs														Cost Per Task
		Senior Project Manager		Project Manager		Professional Engineer		Graduate Engineer		2M Crew		GIS Technician III		Senior Administrative		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
WP42F2 - Services During Construction (Assume a 5 month construction timeline for WP422 - July 1, 2016 to November 30, 2016)																
Task 2.B.3	Participate in one or more partnering meetings - Assume 1 meetings	1	\$ 174	0	\$ -	2	\$ 292	4	\$ 440		\$ -		\$ -		\$ -	\$ 906
Task 2.B.5	Provide a Resident Project Representative (RPR) that will represent the Engineer and Owner's Representative. RPR will have the duties and defined in the Contract Documents for each project. - Assume 40 hours per week and 5 month (21 week) construction timeline.	1	\$ 174	12	\$ 1,884	84	\$ 12,264	840	\$ 92,400		\$ -		\$ -	8	\$ 576	\$ 107,298
Task 2.B.6	Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections agents as needed. This includes a) Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies. b) Maintain a log for each type of test conducted. c) Prepare Daily Reports and submit to Owner's Representative and City of Fargo. d) Prepare a weekly report for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.	1	\$ 174	8	\$ 1,256	21	\$ 3,066	21	\$ 2,310		\$ -		\$ -	12	\$ 864	\$ 7,670
Task 2.B.7	Respond to Requests for information and other construction communication provided by the Owner's Representative	1	\$ 174	20	\$ 3,140	28	\$ 4,088	40	\$ 4,400		\$ -		\$ -	4	\$ 288	\$ 12,090
Task 2.B.8	Review shop drawings, samples, and operation and maintenance manuals for conformance with the Contract Documents	2	\$ 348	16	\$ 2,512	32	\$ 4,672	40	\$ 4,400		\$ -		\$ -	4	\$ 288	\$ 12,220
Task 2.B.9	Lead development and scoping, and coordinate Contractor pricing of change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner	1	\$ 174	8	\$ 1,256	24	\$ 3,504	48	\$ 5,280		\$ -		\$ -	8	\$ 576	\$ 10,790
Task 2.B.10	Perform the following survey tasks in accordance with MFR-015, Survey Standards: a) Additional project control, if required; b) Benchmark checks during construction; c) Existing conditions surveys; d) Quantity surveys for Contractor's monthly payment application; e) As-built construction surveys.	1	\$ 174	0	\$ -	8	\$ 1,168	8	\$ 880	24	\$ 5,568	6	\$ 738		\$ -	\$ 8,528
Task 2.B.11	Maintain a set of full-scale contract drawings indicating as-built conditions. Assemble redline information from Contractor, Engineer's RPR, and other sources to maintain these drawings	1	\$ 174	8	\$ 1,256	21	\$ 3,066	21	\$ 2,310	0	\$ -		\$ -		\$ -	\$ 6,806
Task 2.B.12	Prepare or review site visit reports for site visits by Engineer, USACE or their external peer review team, or other authorities	1	\$ 174	4	\$ 628	8	\$ 1,168	8	\$ 880		\$ -	0	\$ -	4	\$ 288	\$ 3,138
Task 2.B.13	Be responsible for commissioning activities, including equipment testing, demonstrations of capability and operability, and training of operating staff.	1	\$ 174	4	\$ 628	8	\$ 1,168	8	\$ 880		\$ -	0	\$ -	2	\$ 144	\$ 2,994
Task 2.B.14	Assist Owner's Representative with determination of monthly pay application quantities.	1	\$ 174	8	\$ 1,256	10	\$ 1,460	20	\$ 2,200		\$ -	0	\$ -		\$ -	\$ 5,090
Task 2.B.15	Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.	1	\$ 174	2	\$ 314	8	\$ 1,168	12	\$ 1,320		\$ -	0	\$ -		\$ -	\$ 2,976
Task 2.B.16	Following completion of construction, update the Design Documentation Report to reflect the design changes, contract modifications, site conditions encountered, testing, and submittals	8	\$ 1,392	4	\$ 628	12	\$ 1,752	4	\$ 440		\$ -	8	\$ 984	4	\$ 288	\$ 5,484
Task 2.B.17	Provide Final As-Built drawings in conformance with the same standards as the design drawings (WP42F1N) -	2	\$ 348	8	\$ 1,256	12	\$ 1,752	16	\$ 1,760		\$ -	8	\$ 984	4	\$ 288	\$ 6,388
Task 2.B.18	Prepare a post construction Inspection and Monitoring Plan specifying annual inspections required to verify satisfactory maintenance and performance of the flood risk management features.	2	\$ 348	4	\$ 628	16	\$ 2,336	8	\$ 880		\$ -		\$ -	4	\$ 288	\$ 4,480
Task 2.B.19	Provide flood risk reduction certifications as required by owner or Diversion Authority	2	\$ 348	4	\$ 628	12	\$ 1,752	8	\$ 880		\$ -		\$ -	2	\$ 144	\$ 3,752
	Total	27	\$ 4,698	110	\$ 17,270	306	\$ 44,676	1106	\$ 121,660	24	\$ 5,568	22	\$ 2,706	56	\$ 4,032	\$ 200,610
WP42F1North - Project Management																
Task 2.C.1	Provide project management, including monthly status reports and invoicing to Owner on Engineer's task activity - Assume 5 month (21 week) construction timeline and 2 hour per month for PM and Prof. Eng.	0	\$ -	0	\$ -	10	\$ 1,460	10	\$ 1,100		\$ -		\$ -		\$ -	\$ 2,560
Task 2.C.2	Participate in regular and periodic meetings or teleconferences with contractors, the Owner's Representatives, Owner, and USACE - Assume 5 month (21 week) construction timeline and 2 hour per week (including prep.) for PM and Prof. Eng.	0	\$ -	0	\$ -	42	\$ 6,132	42	\$ 4,620		\$ -		\$ -		\$ -	\$ 10,752
	Total	0	\$ -	0	\$ -	52	\$ 7,592	52	\$ 5,720	0	\$ -	0	\$ -	0	\$ -	\$ 13,312
	Geotechnical Support															\$ 10,000
	Technical Support - SRF Expenses (WP42F1N)															\$ 2,500
																\$ 1,500
	Grand Totals	27		110		358		1158		24		22		56		\$ 227,922

Technical Advisory Group Recommendation

Meeting Date: 6/17/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate (\$)
WP-42F.1S: Industrial Builders Inc.	
<i>Change Order #8</i>	257,901.37
<ul style="list-style-type: none"> WP-42F.1S, 2nd Street North (South of Pump Station) – Differing Subsurface Condition, floating castings 	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	\$0.00	\$16,184,905.85	\$16,184,905.85	08-Oct-15	15-Jun-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	\$0.00	\$16,184,905.85	\$16,184,905.85	08-Oct-15	15-Jul-17	Adds 30 days to the Contract Time, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work
Change Order No. 2	\$169,490.20	\$16,184,905.85	\$16,354,396.05	08-Oct-15	15-Jul-17	Incorporates Work revisions to allow work around utility lines
Change Order No. 3	\$96,806.17	\$16,354,396.05	\$16,451,202.22	08-Oct-15	15-Jul-17	Water main, traffic poles, traffic control plan, Milestone A scope
Change Order No. 4	\$6,985.96	\$16,451,202.22	\$16,458,188.18	08-Oct-15	15-Jul-17	Bridge Lighting, concrete disposal, winter traffic control, extend 4 th St signal mods requirement
Change Order No. 5	\$68,743.01	\$16,458,188.18	\$16,526,931.19	08-Oct-15	15-Jul-17	Concrete grading within pump station, Unit price change, additional H Pile, bridge abutment seal, traffic signals, bridge abutment concrete disposal and floodwall connections.
Change Order No. 6	89,243.21	16,526,931.19	16,616,174.40	08-Oct-15	15-Jul-17	10 Feet of additional flood wall, incentive and disincentive changes to the Agreement.
Change Order No. 7	16,378.55	16,616,174.40	16,632,552.95	08-Oct-15	25-Jul-17	Tee Manhole Addition, SS-10 Manhole Revision

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Change Order No. 8	257,901.37	16,632,552.95	16,890,454.32	08-Oct-15	25-Jul-17	Differing Subsurface Conditions, floating castings

DISCUSSION

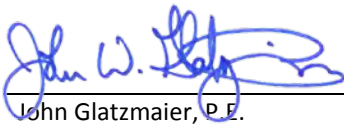
1. Change Order No. 8 adds an additional scope element to total an increase of \$257,901.37 to the Contract Price. The Change Order consists of the following items:
 - a. **Differing Subsurface Conditions** – While digging on-site the Contractor has encountered numerous differing subsurface conditions associated with debris and materials previously buried on-site. The Contractor cannot use soil containing large amounts of debris, so it must be removed, hauled and disposed. It was known during bidding that large amounts of buried material existed on the site, but quantification of that material was not possible prior to work start. The Owner’s Representative and City of Fargo Project Manager agreed to bill this work on a Time and Materials basis to facilitate timely decisions and prevent standby time. The Owner’s Representative reviewed Time and Materials rates prior to acceptance. This change item includes all costs from project start through May 28th, 2016. The total cost for this change item is \$139,428.30. This cost includes controlled density fill (CDF) which was used to fill unsuitable soils beneath the floodwall footing. The Owner’s Representative has reviewed this change and finds it acceptable. Additional costs are expected as other portions of the project site are excavated. The costs are broken down into the following categories:
 - i. Floodwall Footing Differing Subsurface Condition – the Contractor encountered poor/unsuitable soils beneath the floodwall footing.
 - ii. Road/Utility Differing Subsurface Condition – the Contractor encountered poor/unsuitable soils beneath the proposed road/utility.
 - iii. Replacement of unsuitable soil beneath the floodwall – the Contractor replaced unsuitable material beneath the floodwall footing with controlled density fill (CDF) as directed by HMG and Terracon (Owner’s Rep testing firm).
 - b. **Import Clay Fill** – To date, the Contractor has not yet had to import clay to replace the volume of unsuitable material mentioned above. However, it is possible they will need to do so if suitable clay from other areas of the site is used up. Therefore, the project team recommends increasing the quantity of existing bid item 105, *Fill – Import (Roadway)* to cover any potential shortfalls. The Engineer and Owner’s Representative estimate that an increase of 6,000 CY should be sufficient, which results in \$90,000 added to the Contract Price. The Contractor confirmed they will import clay as required at the contracted unit rate of \$15/CY. The Change Order will also clarify that this bid item will be used when fill is required in areas other than roadways, if needed.
 - c. **Floating Castings** – When manhole structures began to arrive on-site the project team discovered the structures did not include floating castings. Such castings are required in all structures located in concrete paved areas and are required by City of Fargo standard specifications. However, the Owner’s Representative and City of Fargo Project Manager agree that the bid documents were somewhat unclear and it is reasonable that the Contractor did not include all necessary costs in their bid. The Owner’s Representative and City of Fargo Project Manager negotiated these costs with the Contractor and agreed on a compromise that will cover the Contractor’s direct costs but

not pay their markups and profit. This compromise totals an increase of \$28,473.07 to the Contract Price. CH2M, HMG, and the City of Fargo Project Manager have reviewed the supporting documentation for this increase and find it acceptable.

ATTACHMENT(S):

1. Change Order No. 8
2. Contractor’s Change Proposal Dated 5/13/2016 (CDF, IBI Disposal, Reiner Disposal)
3. Contractor’s Change Proposal Dated 6/14/2016 (Floating Castings)

Submitted by:



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

June 17, 2016

Date

Keith Berndt, Cass County Administrator
 Concur: June 21, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
 Concur: June 21, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
 Concur: June 20, 2016 Non-Concur: _____

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

David Overbo, Clay County Engineer
 Concur: June 17, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
 Concur: June 17, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
 Manager
 Concur: June 17, 2016 Non-Concur: _____

Change Order No. 08

Date of Issuance:	<u>6/23/2016</u>	Effective Date:	<u>6/23/2016</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. DIFFERING SUBSURFACE CONDITION

- a. Increase contract price to accommodate labor, equipment, material and disposal rates associated with differing subsurface conditions during excavation by adding bid item 0233 Differing Subsurface Condition as shown in the attached Change Order 8 Unit Price Schedule Dated 6/23/2016. This change accommodates all costs related to subsurface conditions from project start through May 28th, 2016. There is no schedule change associated with this change item.

2. IMPORT CLAY FILL

- a. Increase quantity for bid item 105, *Fill – Import (Roadway)* by 6,000 cubic yards to accommodate the potential need to import clay fill material to make up for unsuitable material removed from the site. This bid item and quantity may also be used to provide fill for other areas besides roadways, as approved by the Engineer of Record. The increased quantity results in an adjustment of \$90,000 added to the Contract Price as shown in the attached Change Order 8 Unit Price Schedule dated 6/23/16.

3. FLOATING MANHOLE CASTINGS

- a. Increase contract price to accommodate labor, equipment, to cover costs of incorporating floating manhole casting on all relevant manholes as displayed in the attached documentation. Increase Contract Price by adding bid item 0234, *Floating Manhole Castings* as shown in the attached Change Order 8 Unit Price Schedule dated 6/23/2016. There is no schedule change associated with this change item.

Attachments:

Change Order 08 Unit Price Schedule Dated 6/23/2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times:
16,184,905.85	Interim Milestone A: <u>November 30, 2015</u>
	Substantial Completion: <u>October 1, 2016</u>
	Ready for Final Payment: <u>June 15, 2017</u>

<p>[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> thru <u>07</u>:</p> <p style="text-align: right;">447,647.10</p>	<p>[Increase] [Decrease] from previously approved Change Orders No. <u>01</u>:</p> <p>Interim Milestone A: <u>30 days</u> Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u></p>
<p>Contract Price prior to this Change Order:</p> <p style="text-align: right;">16,632,552.95</p>	<p>Contract Times prior to this Change Order:</p> <p>Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>November 24, 2016</u> Ready for Final Payment: <u>July 25, 2017</u></p>
<p>[Increase] [Decrease] of this Change Order:</p> <p style="text-align: right;">\$257,901.37</p>	<p>[Increase] [Decrease] of this Change Order:</p>
<p>Contract Price incorporating this Change Order:</p> <p style="text-align: right;">16,890,454.32</p>	<p>Contract Times with all approved Change Orders:</p> <p>Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>November 24, 2016</u> Ready for Final Payment: <u>July 25, 2017</u></p>

<p>RECOMMENDED:</p> <p>By: _____</p> <p style="text-align: center;">Owner's Representative (Authorized Signature)</p> <p>Name: <u>Tyler Smith, P.E.</u></p> <p>Title: <u>Construction Manager</u></p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____</p> <p style="text-align: center;">Owner (Authorized Signature)</p> <p>Name: <u>Darrell Vanyo</u></p> <p>Title: <u>Chairman</u></p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____</p> <p style="text-align: center;">Contractor (Authorized Signature)</p> <p>Name: <u>David Goulet</u></p> <p>Title: <u>Project Manager</u></p> <p>Date: _____</p>
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WP-42F.1S
2nd Street/Downtown Area - In-Town Levees

Change Order 8 Unit Price Schedule

DATE: 6/23/2016



WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Remove Sanitary Manhole	EA	15	2,000.00	\$ 30,000.00			\$ -	15	2,000.00	\$ 30,000.00
0002	Remove Sanitary Lift Station	LS	1	23,000.00	\$ 23,000.00			\$ -	1	23,000.00	\$ 23,000.00
0003	Remove 10x10 Clay Filled Regulator Pit	EA	1	16,000.00	\$ 16,000.00			\$ -	1	16,000.00	\$ 16,000.00
0004	Remove 12x10 Sanitary Junction Vault	EA	1	14,000.00	\$ 14,000.00			\$ -	1	14,000.00	\$ 14,000.00
0005	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	12	5,800.00	\$ 69,600.00			\$ -	12	5,800.00	\$ 69,600.00
0006	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3	7,100.00	\$ 21,300.00			\$ -	3	7,100.00	\$ 21,300.00
0007	F&I Sanitary Manhole SS-1	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0008	F&I Sanitary Manhole SS-8	EA	1	18,000.00	\$ 18,000.00			\$ -	1	18,000.00	\$ 18,000.00
0009	F&I Sanitary Manhole Type E Reinf Conc	EA	3	25,500.00	\$ 76,500.00			\$ -	3	25,500.00	\$ 76,500.00
0010	F&I 2-Way Cleanout	EA	1	3,000.00	\$ 3,000.00			\$ -	1	3,000.00	\$ 3,000.00
0011	F&I Casting - Floating Manhole	EA	1	1,800.00	\$ 1,800.00			\$ -	1	1,800.00	\$ 1,800.00
0012	Connect Sanitary Pipe to Exist Pipe	EA	1	2,500.00	\$ 2,500.00			\$ -	1	2,500.00	\$ 2,500.00
0013	F&I Insulation 2" Thick	SY	425	20.00	\$ 8,500.00			\$ -	425	20.00	\$ 8,500.00
0014	F&I Sanitary Pipe Sch 40 - 4" Dia PVC	LF	21	200.00	\$ 4,200.00			\$ -	21	200.00	\$ 4,200.00
0015	F&I Sanitary Pipe SDR 26 - 6" Dia PVC	LF	42	120.00	\$ 5,040.00			\$ -	42	120.00	\$ 5,040.00
0016	F&I Sanitary Pipe SDR 26 - 12" Dia PVC	LF	185	206.00	\$ 38,110.00			\$ -	185	206.00	\$ 38,110.00
0017	F&I Sanitary Pipe SDR 26 - 18" Dia PVC	LF	157	180.00	\$ 28,260.00			\$ -	157	180.00	\$ 28,260.00
0018	F&I Sanitary Pipe SDR 26 - 36" Dia PVC	LF	38	350.00	\$ 13,300.00			\$ -	38	350.00	\$ 13,300.00
0019	F&I Sanitary Pipe w/GB Sch 40 - 4" Dia PVC	LF	38	275.00	\$ 10,450.00			\$ -	38	275.00	\$ 10,450.00
0020	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	82	261.00	\$ 21,402.00			\$ -	82	261.00	\$ 21,402.00
0021	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	865	470.00	\$ 406,550.00			\$ -	865	470.00	\$ 406,550.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0022	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	49	300.00	\$ 14,700.00			\$ -	49	300.00	\$ 14,700.00
0023	F&I Sanitary Pipe w/GB SDR 26 - 15" Dia PVC	LF	95	290.00	\$ 27,550.00			\$ -	95	290.00	\$ 27,550.00
0024	F&I Sanitary Pipe w/GB SDR 35 - 15" Dia PVC	LF	6	415.00	\$ 2,490.00			\$ -	6	415.00	\$ 2,490.00
0025	F&I Sanitary Pipe w/GB SDR 26 - 18" Dia PVC	LF	529	420.00	\$ 222,180.00			\$ -	529	420.00	\$ 222,180.00
0026	F&I Sanitary Pipe w/GB SDR 26 - 36" Dia PVC	LF	30	810.00	\$ 24,300.00			\$ -	30	810.00	\$ 24,300.00
0027	F&I DI Fittings-Sanitary Force Main	LB	11965	7.00	\$ 83,755.00			\$ -	11965	7.00	\$ 83,755.00
0028	F&I Sanitary Valve 8" Dia-Plug Valve	EA	1	4,300.00	\$ 4,300.00			\$ -	1	4,300.00	\$ 4,300.00
0029	F&I Sanitary Valve 16" Dia-Plug Valve	EA	1	9,000.00	\$ 9,000.00			\$ -	1	9,000.00	\$ 9,000.00
0030	F&I Sanitary Valve 24" Dia-Plug Valve	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0031	F&I Sanitary Valve 30" Dia-Plug Valve	EA	1	41,000.00	\$ 41,000.00			\$ -	1	41,000.00	\$ 41,000.00
0032	F&I Pipe w/GB Class 53-8" Dia DIP (Protecto 401)	LF	10	355.00	\$ 3,550.00			\$ -	10	355.00	\$ 3,550.00
0033	F&I Sanitary Pipe w/GB DR 25 - 16" Dia PVC	LF	310	330.00	\$ 102,300.00			\$ -	310	330.00	\$ 102,300.00
0034	F&I Sanitary Pipe w/GB DR 25 - 24" Dia PVC	LF	125	500.00	\$ 62,500.00			\$ -	125	500.00	\$ 62,500.00
0035	F&I Sanitary Pipe w/GB DR 25 - 30" Dia PVC	LF	795	400.00	\$ 318,000.00			\$ -	795	400.00	\$ 318,000.00
0036	Remove Sanitary Pipe All Sizes All Types	LF	2249	\$ 15.00	\$ 33,735.00			\$ -	2249	\$ 15.00	\$ 33,735.00
0037	Plug Sanitary Pipe 10" Diameter	EA	3	\$ 1,150.00	\$ 3,450.00			\$ -	3	\$ 1,150.00	\$ 3,450.00
0038	Plug Sanitary Pipe 12" Diameter	EA	6	\$ 1,270.00	\$ 7,620.00			\$ -	6	\$ 1,270.00	\$ 7,620.00
0039	Plug Sanitary Pipe 16" Diameter	EA	1	\$ 1,465.00	\$ 1,465.00			\$ -	1	\$ 1,465.00	\$ 1,465.00
0040	Plug Sanitary Pipe 18" Diameter	EA	3	\$ 1,660.00	\$ 4,980.00			\$ -	3	\$ 1,660.00	\$ 4,980.00
0041	Abandon Sanitary Manhole	EA	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0042	F&I Emergency Overflow Manhole Equipment	LS	1	\$ 15,200.00	\$ 15,200.00			\$ -	1	\$ 15,200.00	\$ 15,200.00
0043	F&I 5" Hydrant	EA	5	\$ 4,600.00	\$ 23,000.00			\$ -	5	\$ 4,600.00	\$ 23,000.00
0044	Remove Hydrant	EA	4	\$ 1,000.00	\$ 4,000.00			\$ -	4	\$ 1,000.00	\$ 4,000.00
0045	F&I Insulation 4" Thick	SY	10	\$ 72.00	\$ 720.00			\$ -	10	\$ 72.00	\$ 720.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0046	Connect Water Service	EA	2	\$ 900.00	\$ 1,800.00			\$ -	2	\$ 900.00	\$ 1,800.00
0047	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	21	\$ 70.00	\$ 1,470.00			\$ -	21	\$ 70.00	\$ 1,470.00
0048	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	95	\$ 55.00	\$ 5,225.00			\$ -	95	\$ 55.00	\$ 5,225.00
0049	F&I Watermain Pipe C900 DR 18 - 8" Dia PVC	LF	193	\$ 44.00	\$ 8,492.00			\$ -	193	\$ 44.00	\$ 8,492.00
0050	F&I Watermain Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	22	\$ 183.00	\$ 4,026.00			\$ -	22	\$ 183.00	\$ 4,026.00
0051	F&I Watermain Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	333	\$ 185.00	\$ 61,605.00			\$ -	333	\$ 185.00	\$ 61,605.00
0052	F&I Gate Valve 4" Dia	EA	1	\$ 1,350.00	\$ 1,350.00			\$ -	1	\$ 1,350.00	\$ 1,350.00
0053	F&I Gate Valve 6" Dia	EA	10	\$ 1,750.00	\$ 17,500.00			\$ -	10	\$ 1,750.00	\$ 17,500.00
0054	F&I Gate Valve 8" Dia	EA	1	\$ 2,370.00	\$ 2,370.00			\$ -	1	\$ 2,370.00	\$ 2,370.00
0055	F&I Watermain Pipe 1" Dia Copper	LF	39	\$ 75.00	\$ 2,925.00			\$ -	39	\$ 75.00	\$ 2,925.00
0056	F&I Watermain Pipe w/GB 1" Dia Copper	LF	84	\$ 180.00	\$ 15,120.00			\$ -	84	\$ 180.00	\$ 15,120.00
0057	Remove Watermain Pipe All Sizes All Types	LF	1765	\$ 17.00	\$ 30,005.00			\$ -	1765	\$ 17.00	\$ 30,005.00
0058	Temporary Water Service (Howard Johnson Hotel)	LS	1	\$ 28,000.00	\$ 28,000.00			\$ -	1	\$ 28,000.00	\$ 28,000.00
0059	Plug Watermain Pipe 6" Dia	EA	4	\$ 900.00	\$ 3,600.00			\$ -	4	\$ 900.00	\$ 3,600.00
0060	F&I Watermain Fittings Ductile Iron	LBS	6550	\$ 8.51	\$ 55,740.50			\$ -	6550	\$ 8.51	\$ 55,740.50
0061	F&I Storm Manhole 4' Dia Reinf Conc	EA	5	\$ 2,675.00	\$ 13,375.00			\$ -	5	\$ 2,675.00	\$ 13,375.00
0062	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	\$ 15,300.00	\$ 45,900.00			\$ -	3	\$ 15,300.00	\$ 45,900.00
0063	F&I Storm Manhole 8.1	EA	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0064	F&I Storm Manhole 8' Dia Reinf Conc	EA	3	\$ 16,700.00	\$ 50,100.00			\$ -	3	\$ 16,700.00	\$ 50,100.00
0065	F&I Storm Manhole Type E Reinf Conc	EA	8	\$ 54,000.00	\$ 432,000.00			\$ -	8	\$ 54,000.00	\$ 432,000.00
0066	F&I Storm Manhole ST-2 Special Manhole	EA	1	\$ 2,465.00	\$ 2,465.00			\$ -	1	\$ 2,465.00	\$ 2,465.00
0067	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4	\$ 2,365.00	\$ 9,460.00			\$ -	4	\$ 2,365.00	\$ 9,460.00
0068	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0069	Raise Storm Sewer Structure	EA	2	\$ 3,530.00	\$ 7,060.00			\$ -	2	\$ 3,530.00	\$ 7,060.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0070	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	\$ 2,000.00	\$ 18,000.00			\$ -	9	\$ 2,000.00	\$ 18,000.00
0071	F&I Inlet - Triple Box Reinf Conc	EA	2	\$ 5,900.00	\$ 11,800.00			\$ -	2	\$ 5,900.00	\$ 11,800.00
0072	F&I Inlet - Bridge Drain	EA	1	\$ 5,500.00	\$ 5,500.00			\$ -	1	\$ 5,500.00	\$ 5,500.00
0073	F&I Storm Manhole Type E Crossing Chamber	EA	1	\$ 11,000.00	\$ 11,000.00			\$ -	1	\$ 11,000.00	\$ 11,000.00
0074	Connect Storm Pipe to Exist Structure	EA	2	\$ 17,000.00	\$ 34,000.00			\$ -	2	\$ 17,000.00	\$ 34,000.00
0075	Connect Storm Pipe to Exist Pipe	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0076	Remove Storm Manhole	EA	8	\$ 900.00	\$ 7,200.00			\$ -	8	\$ 900.00	\$ 7,200.00
0077	Remove Storm Inlet	EA	22	\$ 1,200.00	\$ 26,400.00			\$ -	22	\$ 1,200.00	\$ 26,400.00
0078	Remove Existing Storm Lift Station	LS	1	\$ 48,000.00	\$ 48,000.00			\$ -	1	\$ 48,000.00	\$ 48,000.00
0079	Riprap (Outlet)	CY	695	\$ 180.00	\$ 125,100.00			\$ -	695	\$ 180.00	\$ 125,100.00
0080	Remove Storm Pipe All Sizes All Types	LF	2283	\$ 17.00	\$ 38,811.00			\$ -	2283	\$ 17.00	\$ 38,811.00
0081	F&I Flared End Section 12" Dia Corr Steel	EA	1	\$ 272.00	\$ 272.00			\$ -	1	\$ 272.00	\$ 272.00
0082	Box Culvert End Section with Grate	EA	1	\$ 160,000.00	\$ 160,000.00			\$ -	1	\$ 160,000.00	\$ 160,000.00
0083	Plug Storm Pipe 4" thru 12" Dia	EA	2	\$ 1,600.00	\$ 3,200.00			\$ -	2	\$ 1,600.00	\$ 3,200.00
0084	Plug Storm Pipe 14" thru 24" Dia	EA	1	\$ 1,980.00	\$ 1,980.00			\$ -	1	\$ 1,980.00	\$ 1,980.00
0085	Plug Storm Pipe 42" thru 54" Dia	EA	2	\$ 3,000.00	\$ 6,000.00			\$ -	2	\$ 3,000.00	\$ 6,000.00
0086	F&I Storm Pipe 12" Dia Reinf Conc	LF	25	\$ 64.00	\$ 1,600.00			\$ -	25	\$ 64.00	\$ 1,600.00
0087	F&I Storm Pipe 15" Dia Reinf Conc	LF	49	\$ 64.00	\$ 3,136.00			\$ -	49	\$ 64.00	\$ 3,136.00
0088	F&I Storm Pipe 18" Dia Reinf Conc	LF	182	\$ 66.00	\$ 12,012.00			\$ -	182	\$ 66.00	\$ 12,012.00
0089	F&I Storm Pipe 24" Dia Reinf Conc	LF	70	\$ 77.00	\$ 5,390.00			\$ -	70	\$ 77.00	\$ 5,390.00
0090	F&I Storm Pipe 48" Dia Reinf Conc	LF	47	\$ 177.00	\$ 8,319.00			\$ -	47	\$ 177.00	\$ 8,319.00
0091	F&I Storm Pipe 54" Dia Reinf Conc	LF	22	\$ 222.00	\$ 4,884.00			\$ -	22	\$ 222.00	\$ 4,884.00
0092	F&I Storm Box Culvert 6'x6' Wide Reinf Conc Cast In Place	LF	100	\$ 2,400.00	\$ 240,000.00			\$ -	100	\$ 2,400.00	\$ 240,000.00
0093	F&I Storm Pipe 12" Dia PVC	LF	223	\$ 60.00	\$ 13,380.00			\$ -	223	\$ 60.00	\$ 13,380.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0094	F&I Storm Pipe w/GB 12" Dia Reinf Conc	LF	42	\$ 190.00	\$ 7,980.00			\$ -	42	\$ 190.00	\$ 7,980.00
0095	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	123	\$ 190.00	\$ 23,370.00			\$ -	123	\$ 190.00	\$ 23,370.00
0096	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	167	\$ 192.00	\$ 32,064.00			\$ -	167	\$ 192.00	\$ 32,064.00
0097	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	424	\$ 204.00	\$ 86,496.00			\$ -	424	\$ 204.00	\$ 86,496.00
0098	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	155	\$ 575.00	\$ 89,125.00			\$ -	155	\$ 575.00	\$ 89,125.00
0099	F&I Storm Pipe w/GB 54" Dia Reinf Conc	LF	598	\$ 710.00	\$ 424,580.00			\$ -	598	\$ 710.00	\$ 424,580.00
0100	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	10	\$ 785.00	\$ 7,850.00			\$ -	10	\$ 785.00	\$ 7,850.00
0101	F&I Storm Box Culvert w/GB 6'x6' Wide Reinf Conc Precast	LF	658	\$ 1,440.00	\$ 947,520.00			\$ -	658	\$ 1,440.00	\$ 947,520.00
0102	Remove Pavement All Thicknesses All Types	SY	24159	\$ 5.00	\$ 120,795.00			\$ -	24159	\$ 5.00	\$ 120,795.00
0103	Remove Sidewalk All Thicknesses All Types	SY	5375	\$ 4.00	\$ 21,500.00			\$ -	5375	\$ 4.00	\$ 21,500.00
0104	Excavation (Roadway)	CY	906	\$ 4.00	\$ 3,624.00			\$ -	906	\$ 4.00	\$ 3,624.00
0105	Fill - Import (Roadway)	CY	3910	\$ 15.00	\$ 58,650.00	6000	\$ -	\$ 90,000.00	9910	\$ 15.00	\$ 148,650.00
0106	Subgrade Preparation	SY	12740	\$ 0.70	\$ 8,918.00			\$ -	12740	\$ 0.70	\$ 8,918.00
0107	F&I Woven Geotextile	SY	12740	\$ 2.00	\$ 25,480.00			\$ -	12740	\$ 2.00	\$ 25,480.00
0108	F&I Class 5 Agg - 6" Thick	SY	2521	\$ 10.00	\$ 25,210.00			\$ -	2521	\$ 10.00	\$ 25,210.00
0109	F&I Class 5 Agg - 8" Thick	SY	1593	\$ 11.00	\$ 17,523.00			\$ -	1593	\$ 11.00	\$ 17,523.00
0110	F&I Class 5 Agg - 12" Thick	SY	8626	\$ 14.00	\$ 120,764.00			\$ -	8626	\$ 14.00	\$ 120,764.00
0111	F&I Edge Drain 4" Dia PVC	LF	3571	\$ 11.00	\$ 39,281.00			\$ -	3571	\$ 11.00	\$ 39,281.00
0112	F&I Curb & Gutter Standard (Type II)	LF	3888	\$ 36.00	\$ 139,968.00			\$ -	3888	\$ 36.00	\$ 139,968.00
0113	Remove Curb & Gutter	LF	4528	\$ 5.00	\$ 22,640.00			\$ -	4528	\$ 5.00	\$ 22,640.00
0114	F&I Pavement 9" Thick Doweled Conc	SY	7490	\$ 98.00	\$ 734,020.00			\$ -	7490	\$ 98.00	\$ 734,020.00
0115	F&I Crushed Conc - 6" Thick	SY	1063	\$ 12.00	\$ 12,756.00			\$ -	1063	\$ 12.00	\$ 12,756.00
0116	F&I Aggregate for Asph Pavement FAA 43	TON	1386	\$ 83.00	\$ 115,038.00			\$ -	1386	\$ 83.00	\$ 115,038.00
0117	F&I Asphalt Cement PG 58-28	GAL	11644	\$ 2.50	\$ 29,110.00			\$ -	11644	\$ 2.50	\$ 29,110.00

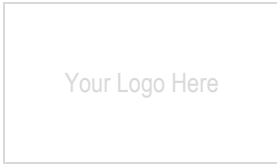
WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0118	F&I Asphalt Cement PG 58-34	GAL	8296	\$ 3.00	\$ 24,888.00			\$ -	8296	\$ 3.00	\$ 24,888.00
0119	F&I Median Nose - Conc	SY	23	\$ 112.00	\$ 2,576.00			\$ -	23	\$ 112.00	\$ 2,576.00
0120	F&I Sidewalk 4" Thick Reinf Conc	SY	3260	\$ 73.00	\$ 237,980.00			\$ -	3260	\$ 73.00	\$ 237,980.00
0121	F&I Sidewalk 6" Thick Reinf Conc	SY	2765	\$ 85.00	\$ 235,025.00			\$ -	2765	\$ 85.00	\$ 235,025.00
0122	Temp Construction Entrance	EA	4	\$ 3,500.00	\$ 14,000.00			\$ -	4	\$ 3,500.00	\$ 14,000.00
0123	F&I Impressioned 4" Thick Reinf Conc	SY	659	\$ 230.00	\$ 151,570.00			\$ -	659	\$ 230.00	\$ 151,570.00
0124	F&I Driveway 6" Thick Reinf Conc	SY	197	\$ 85.00	\$ 16,745.00			\$ -	197	\$ 85.00	\$ 16,745.00
0125	F&I Det Warn Panels Cast Iron	SF	316	\$ 62.00	\$ 19,592.00			\$ -	316	\$ 62.00	\$ 19,592.00
0126	F&I Sign Assembly	EA	26	\$ 260.00	\$ 6,760.00			\$ -	26	\$ 260.00	\$ 6,760.00
0127	F&I Engineering Grade	SF	47	\$ 32.00	\$ 1,491.20			\$ -	47	\$ 32.00	\$ 1,491.20
0128	F&I Diamond Grade Cubed	SF	39	\$ 80.00	\$ 3,136.00			\$ -	39	\$ 80.00	\$ 3,136.00
0129	F&I High Intensity Prismatic	SF	49	\$ 74.00	\$ 3,648.20			\$ -	49	\$ 74.00	\$ 3,648.20
0130	F&I Flexible Delineator	EA	24	\$ 80.00	\$ 1,920.00			\$ -	24	\$ 80.00	\$ 1,920.00
0131	F&I Grooved Plastic Film Message	SF	352	\$ 31.50	\$ 11,088.00			\$ -	352	\$ 31.50	\$ 11,088.00
0132	F&I Grooved Plastic Film 4" Wide	LF	5737	\$ 5.20	\$ 29,832.40			\$ -	5737	\$ 5.20	\$ 29,832.40
0133	F&I Grooved Plastic Film 8" Wide	LF	1219	\$ 10.40	\$ 12,677.60			\$ -	1219	\$ 10.40	\$ 12,677.60
0134	F&I Grooved Contrast Film 7" Wide	LF	744	\$ 9.40	\$ 6,993.60			\$ -	744	\$ 9.40	\$ 6,993.60
0135	Paint Epoxy Line 4" Wide	LF	786	\$ 8.40	\$ 6,602.40			\$ -	786	\$ 8.40	\$ 6,602.40
0136	F&I Methacrylate 6" Wide	LF	1040	\$ 21.00	\$ 21,840.00			\$ -	1040	\$ 21.00	\$ 21,840.00
0137	F&I Methacrylate 16" Wide	LF	264	\$ 36.00	\$ 9,504.00			\$ -	264	\$ 36.00	\$ 9,504.00
0138	F&I Methacrylate 24" Wide	LF	56	\$ 53.00	\$ 2,968.00			\$ -	56	\$ 53.00	\$ 2,968.00
0139	Traffic Control - Type 2	LS	1	\$ 175,000.00	\$ 175,000.00			\$ -	1	\$ 175,000.00	\$ 175,000.00
0140	Obliterate Pavement Markings	SF	18	\$ 8.40	\$ 151.20			\$ -	18	\$ 8.40	\$ 151.20
0141	4" Special Concrete 1	SY	318	\$ 152.00	\$ 48,336.00			\$ -	318	\$ 152.00	\$ 48,336.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0142	4" Special Concrete 3	SY	48	\$ 265.00	\$ 12,720.00			\$ -	48	\$ 265.00	\$ 12,720.00
0143	6" Special Concrete 1	SY	536	\$ 165.00	\$ 88,440.00			\$ -	536	\$ 165.00	\$ 88,440.00
0144	6" Special Concrete 2	SY	172	\$ 265.00	\$ 45,580.00			\$ -	172	\$ 265.00	\$ 45,580.00
0145	Sloped Planter Edge	LF	309	\$ 132.00	\$ 40,788.00			\$ -	309	\$ 132.00	\$ 40,788.00
0146	Rolled Planter Edge	LF	198	\$ 130.00	\$ 25,740.00			\$ -	198	\$ 130.00	\$ 25,740.00
0147	Mobilization	LS	1	\$ 744,700.00	\$ 744,700.00			\$ -	1	\$ 744,700.00	\$ 744,700.00
0148	Temp Fence - Safety	LF	1929	\$ 6.00	\$ 11,574.00			\$ -	1929	\$ 6.00	\$ 11,574.00
0149	F&I Chain Link Fence	LF	1124	\$ 16.00	\$ 17,984.00			\$ -	1124	\$ 16.00	\$ 17,984.00
0150	F&I Construction Entrance Gate	EA	4	\$ 600.00	\$ 2,400.00			\$ -	4	\$ 600.00	\$ 2,400.00
0151	Temp Pumping	LS	1	\$ 90,000.00	\$ 90,000.00			\$ -	1	\$ 90,000.00	\$ 90,000.00
0152	Clear & Grub	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0153	Remove Tree	EA	113	\$ 360.00	\$ 40,680.00			\$ -	113	\$ 360.00	\$ 40,680.00
0154	Silt Fence - Standard	LF	1368	\$ 2.70	\$ 3,693.60			\$ -	1368	\$ 2.70	\$ 3,693.60
0155	Floating Silt Fence	LF	149	\$ 27.00	\$ 4,023.00			\$ -	149	\$ 27.00	\$ 4,023.00
0156	Sediment Control Log 10" to 15" Dia	LF	1748	\$ 3.50	\$ 6,118.00			\$ -	1748	\$ 3.50	\$ 6,118.00
0157	Inlet Protection - New Inlet	EA	17	\$ 270.00	\$ 4,590.00			\$ -	17	\$ 270.00	\$ 4,590.00
0158	Inlet Protection - Existing Inlet	EA	16	\$ 160.00	\$ 2,560.00			\$ -	16	\$ 160.00	\$ 2,560.00
0159	Install Tree Grate	EA	4	\$ 2,625.00	\$ 10,500.00			\$ -	4	\$ 2,625.00	\$ 10,500.00
0160	Structural Soil Including Drain Tile	LS	1	\$ 25,000.00	\$ 25,000.00			\$ -	1	\$ 25,000.00	\$ 25,000.00
0161	Topsoil Import - Special Including Drain Tile	LS	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0162	Gateway Monument	EA	2	\$ 28,000.00	\$ 56,000.00			\$ -	2	\$ 28,000.00	\$ 56,000.00
0163	15' Cast Stone Bench	EA	3	\$ 9,000.00	\$ 27,000.00			\$ -	3	\$ 9,000.00	\$ 27,000.00
0164	30' Cast Stone Bench	EA	2	\$ 15,000.00	\$ 30,000.00			\$ -	2	\$ 15,000.00	\$ 30,000.00
0165	Street Lighting	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0166	Plaza Lighting	LS	1	\$ 9,000.00	\$ 9,000.00			\$ -	1	\$ 9,000.00	\$ 9,000.00
0167	Remove Fence with Brick Columns (Includes Case Plaza Sign)	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0168	Remove and Salvage City of Fargo Sign/Remove Landscaping	LS	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0169	Remove Outfall Including Adjacent Concrete Structures	EA	2	\$ 21,000.00	\$ 42,000.00			\$ -	2	\$ 21,000.00	\$ 42,000.00
0170	Remove Crosswalk Pavement Markings and Signal from NP Avenue	LS	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0171	Remove and Salvage Parking Lot Concrete Stops	EA	120	\$ 60.00	\$ 7,200.00			\$ -	120	\$ 60.00	\$ 7,200.00
0172	Remove Landscaped Area (Howard Johnson Hotel)	LS	1	\$ 6,500.00	\$ 6,500.00			\$ -	1	\$ 6,500.00	\$ 6,500.00
0173	Remove Concrete Planter	EA	8	\$ 80.00	\$ 640.00			\$ -	8	\$ 80.00	\$ 640.00
0174	Remove Sidestreet Grill Sign	LS	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0175	Remove Building (Parking Lot Attendant Building)	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0176	Remove and Salvage Traffic Signal Equipment - System "A" (2ND ST/4TH AVE N)	LS	1	\$ 6,000.00	\$ 6,000.00			\$ -	1	\$ 6,000.00	\$ 6,000.00
0177	Traffic Signal System "A" (2 ST / 1 AVE N)	LS	1	\$ 260,000.00	\$ 260,000.00			\$ -	1	\$ 260,000.00	\$ 260,000.00
0178	Traffic Signal System "B" (3 ST / 1 AVE N)	LS	1	\$ 235,000.00	\$ 235,000.00			\$ -	1	\$ 235,000.00	\$ 235,000.00
0179	Modify Traffic Signal System "C" (2 ST / NP AVE)	LS	1	\$ 105,000.00	\$ 105,000.00			\$ -	1	\$ 105,000.00	\$ 105,000.00
0180	Modify Traffic Signal System "D" (4 ST / 2 AVE N)	LS	1	\$ 36,000.00	\$ 36,000.00			\$ -	1	\$ 36,000.00	\$ 36,000.00
0181	Modify Traffic Signal System "E" (4 ST / 3 AVE N)	LS	1	\$ 26,000.00	\$ 26,000.00			\$ -	1	\$ 26,000.00	\$ 26,000.00
0182	Modify Traffic Signal System "F" (4 ST / 4 AVE N)	LS	1	\$ 38,000.00	\$ 38,000.00			\$ -	1	\$ 38,000.00	\$ 38,000.00
0183	Class 1 Overlay	SY	25	\$ 600.00	\$ 15,000.00			\$ -	25	\$ 600.00	\$ 15,000.00
0184	Bridge Concrete Removal	LS	1	\$ 45,000.00	\$ 45,000.00			\$ -	1	\$ 45,000.00	\$ 45,000.00
0185	Jersey Barrier Formed or Slipformed	LF	42	\$ 230.00	\$ 9,660.00			\$ -	42	\$ 230.00	\$ 9,660.00
0186	Bridge Curb	LF	20	\$ 65.00	\$ 1,300.00			\$ -	20	\$ 65.00	\$ 1,300.00
0187	Class AAE-3 Concrete	CY	54	\$ 1,500.00	\$ 81,000.00			\$ -	54	\$ 1,500.00	\$ 81,000.00
0188	Compression Seal	LF	180	\$ 65.00	\$ 11,700.00			\$ -	180	\$ 65.00	\$ 11,700.00
0189	Structural Steel	LS	1	\$ 75,000.00	\$ 75,000.00			\$ -	1	\$ 75,000.00	\$ 75,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0190	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0191	F&I Sheet Piling - Steel	SF	470	\$ 60.00	\$ 28,200.00			\$ -	470	\$ 60.00	\$ 28,200.00
0192	Topsoil - Strip	CY	4085	\$ 2.00	\$ 8,170.00			\$ -	4085	\$ 2.00	\$ 8,170.00
0193	Topsoil - Spread	CY	2690	\$ 2.00	\$ 5,380.00			\$ -	2690	\$ 2.00	\$ 5,380.00
0194	Embankment	CY	3210	\$ 4.00	\$ 12,840.00			\$ -	3210	\$ 4.00	\$ 12,840.00
0195	Fill - Haul	CY	8370	\$ 8.00	\$ 66,960.00			\$ -	8370	\$ 8.00	\$ 66,960.00
0196	Inspection Trench	CY	175	\$ 12.00	\$ 2,100.00			\$ -	175	\$ 12.00	\$ 2,100.00
0197	Subcut	CY	500	\$ 15.00	\$ 7,500.00			\$ -	500	\$ 15.00	\$ 7,500.00
0198	Excavation	CY	1815	\$ 9.00	\$ 16,335.00			\$ -	1815	\$ 9.00	\$ 16,335.00
0199	Removal of Contaminated Soil	CY	4220	\$ 155.00	\$ 654,100.00			\$ -	4220	\$ 155.00	\$ 654,100.00
0200	Removal of Highly Contaminated Soil	CY	200	\$ 160.00	\$ 32,000.00			\$ -	200	\$ 160.00	\$ 32,000.00
0201	Mulching Type 1 - Hydro	SY	19700	\$ 0.42	\$ 8,274.00			\$ -	19700	\$ 0.42	\$ 8,274.00
0202	Seeding Type B	SY	19700	\$ 0.42	\$ 8,274.00			\$ -	19700	\$ 0.42	\$ 8,274.00
0203	Overseeding	SY	19700	\$ 0.11	\$ 2,167.00			\$ -	19700	\$ 0.11	\$ 2,167.00
0204	Weed Control Type B	SY	19700	\$ 0.07	\$ 1,379.00			\$ -	19700	\$ 0.07	\$ 1,379.00
0205	Removable Floodwall	SF	1475	\$ 110.00	\$ 162,250.00			\$ -	1475	\$ 110.00	\$ 162,250.00
0206	F&I Floodwall Reinf Bars - Steel	LB	496765	\$ 1.15	\$ 571,279.75			\$ -	496765	\$ 1.15	\$ 571,279.75
0207	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	217633	\$ 1.30	\$ 282,922.90			\$ -	217633	\$ 1.30	\$ 282,922.90
0208	F&I Floodwall - Structural Conc	CY	3847.37	\$ 888.00	\$ 3,416,464.56			\$ -	3847.37	\$ 888.00	\$ 3,416,464.56
0209	Not Used				\$ -			\$ -			\$ -
0210	Diesel Generator	LS	1	\$ 410,000.00	\$ 410,000.00			\$ -	1	\$ 410,000.00	\$ 410,000.00
0211	Generator Foundation Pad	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0212	Misc. (fence, etc.)	LS	1	\$ 25,000.00	\$ 25,000.00			\$ -	1	\$ 25,000.00	\$ 25,000.00
0213	Health and Safety	LS	1	\$ 20,000.00	\$ 20,000.00			\$ -	1	\$ 20,000.00	\$ 20,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0214	Incentive	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00
0215	Small Utility Work-Around	LS	1	\$ 169,490.20	\$ 169,490.20			\$ -	1	\$ 169,490.20	\$ 169,490.20
0216	Traffic Control Revisions and Concrete Barriers for Xcel Lines	LS	1	\$ 13,225.02	\$ 13,225.02			\$ -	1	\$ 13,225.02	\$ 13,225.02
0217	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	792	\$ 52.50	\$ 41,580.00			\$ -	792	\$ 52.50	\$ 41,580.00
0218	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	682	\$ 204.20	\$ 139,264.40			\$ -	682	\$ 204.20	\$ 139,264.40
0219	F&I Gate Valve 10" Dia.	EA	4	\$ 4,041.50	\$ 16,166.00			\$ -	4	\$ 4,041.50	\$ 16,166.00
0220	Paint Traffic Signal Poles	EA	9	\$ 4,235.00	\$ 38,115.00			\$ -	9	\$ 4,235.00	\$ 38,115.00
0221	Bridge Lighting	LS	1	\$ 1,815.00	\$ 1,815.00			\$ -	1	\$ 1,815.00	\$ 1,815.00
0222	Excavated Concrete Disposal	LS	1	\$ 1,443.46	\$ 1,443.46			\$ -	1	\$ 1,443.46	\$ 1,443.46
0223	Winter Traffic Control	LS	1	\$ 3,727.50	\$ 3,727.50			\$ -	1	\$ 3,727.50	\$ 3,727.50
0224	Pump Station Concrete Grading	LS	1	\$ 20,068.90	\$ 20,068.90		\$ -	\$ -	1	\$ 20,068.90	\$ 20,068.90
0225	Bridge Abutment Seal	LS	1	\$ 8,108.33	\$ 8,108.33		\$ -	\$ -	1	\$ 8,108.33	\$ 8,108.33
0226	Bridge Abutment Concrete Disposal	LS	1	\$ 4,256.28	\$ 4,256.28		\$ -	\$ -	1	\$ 4,256.28	\$ 4,256.28
0227	Additional H-Piling	LS	1	\$ 6,587.50	\$ 6,587.50		\$ -	\$ -	1	\$ 6,587.50	\$ 6,587.50
0228	Traffic Signal modifications	LS	1	\$ 29,722.00	\$ 29,722.00		\$ -	\$ -	1	\$ 29,722.00	\$ 29,722.00
0229	Additional Forming-Step Footing	LS	1	\$ 1,608.52	\$ 1,608.52		\$ -	\$ -	1	\$ 1,608.52	\$ 1,608.52
0230	Wall Cap for Abutment	LS	1	\$ 2,843.38	\$ 2,843.38		\$ -	\$ -	1	\$ 2,843.38	\$ 2,843.38
0231	Tee Manhole Addition	LS	1	\$ 13,549.70	\$ 13,549.70		\$ -	\$ -	1	\$ 13,549.70	\$ 13,549.70
0232	SS-10 Manhole Revision	LS	1	\$ 2,828.85	\$ 2,828.85		\$ -	\$ -	1	\$ 2,828.85	\$ 2,828.85
0233	Differing Subsurface Condition	LS				1	\$ 139,428.30	\$ 139,428.30	1	\$ 139,428.30	\$ 139,428.30
0234	Floating Manhole Castings	LS				1	\$ 28,473.07	\$ 28,473.07	1	\$ 28,473.07	\$ 28,473.07
WP-42F.1S - TOTAL AMOUNT			CURRENT BUDGET		\$ 16,632,552.95	NET CHANGE		\$ 257,901.37	NEW BUDGET		\$ 16,890,454.32



CHANGE ORDER REQUEST

Industrial Builders, Inc.
15274- - 2nd Street Floodwall and Road Relocation

DATE: 5/13/2016

PCO#: 10

To: Tyler Smith
CH2M Hill Engineer's Inc
657 2nd Ave N
Fargo, ND 58105-5405
Phone: 701-566-5470
Fax:
Email: tyler.smith@ch2m.com
CC:

From: David Goulet
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107-0406
Phone: 701-356-9827
Fax:
Email: dgoulet@industrialbuilders.com

Below is the detail for our proposal to complete the following changes in contract work:

- PCO: **CDF and Unsuitable Material through May 28th, 2016**
 - Item 1) Change order for added CDF under the floodwall footings as directed by Terracon.
 - Item 2) Change order for IBI removing unsuitable material from floodwall excavation.
 - Item 3) Change order for Reiner removing unsuitable material from excavation.
 - Item 4) Additional cost for removal of SS lift station.

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : CDF under Floodwall Footings	Initiated		1.000	L S	3012.68	3,012.68
2 : IBI - Unsuitable Material Removal- April/May	Initiated		1.000	L S	69921.29	69,921.29
3 : Reiner -Unsuitable Material: April/May	Initiated		1.000	L S	66494.33	66,494.33
4 : Reiner - SS Lift Station Removal	Initiated		1.000	L S	18951.78	18,951.78

Submitted By:

Approved By:

6/09/2016

David Goulet

Date

Tyler Smith
CH2M Hill Engineer's Inc

Date

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 4/13/16

DESCRIPTION OF WORK Excavation of footing #2. concrete over excavation. fill + flowable, CDF

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1 1/2 OT			
<u>Scott N.</u>	<u>Sup</u>	<u>3</u>	<u>2.4 / .6</u>	<u>126</u>	<u>139</u>	<u>385.80</u>
<u>Ray G.</u>	<u>Fore</u>	<u>3</u>	<u>2.4 / .6</u>	<u>76.20</u>	<u>94.40</u>	<u>239.52</u>
<u>DAVE MCK</u>	<u>CRP</u>	<u>3</u>	<u>2.4 / .6</u>	<u>69.50</u>	<u>87.15</u>	<u>219.09</u>
<u>CHRIS A.</u>	<u>LAB</u>	<u>3</u>	<u>2.4 / .6</u>	<u>55.95</u>	<u>70.55</u>	<u>176.61</u>
<u>PETE R</u>						
<u>TOM R</u>	<u>OPERATOR</u>	<u>3</u>	<u>2.4 / .6</u>	<u>90.65</u>	<u>111.10</u>	<u>284.22</u>
						<u>1305.24</u>
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
<u>Flowable fill</u>		<u>9 cu yd</u>	<u>92.50</u>	<u>x 1.075 x</u>	<u>1.15</u>	<u>114.35</u>
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
<u>PATRICK EXC</u>		<u>3</u>		<u>36</u>		<u>108-</u>
<u>300 HOE</u>		<u>3</u>		<u>93</u>		<u>279-</u>
<u>L-70</u>		<u>3</u>		<u>54</u>		<u>162-</u>
						<u>549</u>

APPROVED _____ TOTAL 1968.59

Authorized Representative

CS

Superintendent

AGGREGATE INDUSTRIES

PO Box 1036 • Moorhead, MN 56561
Phone 218-236-9640

792314



CAUTION: Contact with wet concrete can cause severe skin irritation.

PLANT	TIME	DATE	ACCOUNT	LOADS	TRUCK	DRIVER	TICKET	
B10	16:24	04/13/2016	40102	1	1931	DAHL, KEN	59347622	
CUSTOMER:				DELIVERY ADDRESS:				
INDUSTRIAL BUILDERS;				1 AVE- 2 ST., NO. FARGO (SCOTT) CDF COME IN OFF 1ST AVE, STAY ON ASPHALT				
PURCHASE ORDER		JOB NO.	TAX	CREDIT			SLUMP	
15274005			33				4.00 in	
LOAD QTY.	PRODUCT	DESCRIPTION			ORDERED	DELIVERED	UNIT PRICE	AMOUNT
9.00	FLOOD3	3000, CONCRETEFI			9.00	9.00		
LEAVE PLANT	ARRIVE JOB SITE	START DISCHARGE	FINISH DISCHARGE	ARRIVE PLANT	DEL. CHG.			
					SUBTOTAL			
WATER ADDED BY DRIVER _____ gallons					DIS.			
WATER ADDED ON JOB AT CUSTOMER'S REQUEST _____ gallons					TAX			
					TOTAL			
					PREVIOUS TOTAL			
					GRAND TOTAL			

NOTE: DISCLAIMER ON BACK

Truck	Driver	User	Disp	Ticket Num	Ticket ID	Time	Date						
1931	54433	user		59347622	16269	16:24	4/13/16						
Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID							
9.00	CYDS FLOOD3				W	16582							
Ingredient	Source	MCFac	AbsFac	OD	ABS	SSD	Free Mst	CYDS	TARG	Target	Actual	Free	Wat
CEMHOSTG	STGBLMD			334	1b	334		334	3006	1b	3180		
FACCAL	COCLAND			111	1b	111		111	999	1b	1045		
PROCK52	MN 103001	0.021	M	0.014	361	1b	2.53	364	3272	1b	3260	23	1b
1ROCK52	MN 103001	0.010	M	0.012	1445	1b	-2.09	1442	12979	1b	12940	-26	1b
SAND21	MN 114074	0.038	M	0.009	1472	1b	42.69	1515	13632	1b	13580	303	1b
COLD CITY	COLD CITY			225.0	1b	225.0			.0	1b	.0		
WR91	AEUMR91			3.00	/C	.00		13.35	120.15	oz	117.00		
AEA92	EUMER92			.35	/C	.00		1.56	14.02	oz	13.00		
HOT CITY	HOT CITY W			100.0	%	.0		174.3	1569.0	1b	1572.0	1572.0	1b
Actual Num Batches: 1													
Load Total: 35585 lb Design W/C: 0.506 Water/Cement: 0.462 A Design Water: 2025.0 lb Total Water: 1951.5 lb To Add: 73.6 lb													
Slump: 4.00 in Water in Truck: 0.0 gl Adjust Water: 0.0 gl / Load Trim Water: -1.0 gl / CYDS													

CERTIFICATE OF COMPLIANCE

AIR CONTENT _____ AIR TEMP. _____ WATER ADDED @ PLANT _____ g/l

CONCRETE TEMP. _____ SLUMP _____ WATER ADDED @ JOBSITE _____ g/l

CYLINDER NO. _____ TIME DISCHARGED _____ TOTAL ACTUAL WATER _____ 1b

LOCATION / PART of STRUCTURE _____

INSPECTOR SIGNATURE _____

PRODUCER SIGNATURE _____

FARGO WET PLANT 4810

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 4/21/16

DESCRIPTION OF WORK cdf footings # 4

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		Total hrs 8 1/2	1 1/2 OT 20% OT			
SCOTT N	SUP	1.5	1.2 / .3	126 126 Reg	139.0T	192.90
RAY G	FORE	1.5	1.2 / .3	76.20	94.40	119.76
DAN MKK	CARD	1.5	1.2 / .3	69.50	87.15	109.55
TOM R	OPERATOR	3.0	2.4 / .6	90.65	111.10	284.22
CAMERON	LAB	1.5	1.2 / .3	55.95	70.55	88.31
						\$ 794.74
MATERIAL CHARGES		TOTAL INV COST*		15% MARKUP		AMOUNT
<u>5 cy cdf</u>		<u>92.50 x 1.075</u>		<u>x 1.15%</u>		114.35
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
<u>P&B EXC</u>		<u>1.5</u>		<u>36</u>		<u>54</u>
<u>L-70</u>		<u>1.5</u>		<u>54</u>		<u>81</u>
						135

APPROVED _____ TOTAL **1044.09**

Authorized Representative

Superintendent

AGGREGATE INDUSTRIES

PO Box 1036 • Moorhead, MN 56561
Phone 218-236-9640

792643



CAUTION: Contact with wet concrete can cause severe skin irritation.

PLANT	TIME	DATE	ACCOUNT	LOADS	TRUCK	DRIVER	TICKET
810	15:34	04/20/2016	40102		1904	NERAT, RIC	59347959
CUSTOMER:				DELIVERY ADDRESS:			
INDUSTRIAL BUILDERS,				3RD AVE. & 2ND ST N., FARGO COF			
PURCHASE ORDER		JOB NO.	TAX	CREDIT			SLUMP
15274005			133				4.00 in
LOAD QTY.	PRODUCT	DESCRIPTION		ORDERED	DELIVERED	UNIT PRICE	AMOUNT
5.00	FLOOD3	3000-4 CONCRETE FT		5.00	5.00		
5.00	905401	HOT WATER 2		0.00			
LEAVE PLANT	ARRIVE JOB SITE	START DISCHARGE	FINISH DISCHARGE	ARRIVE PLANT	DEL. CHG.		
					SUBTOTAL		
WATER ADDED BY DRIVER _____ gallons					DIS.		
WATER ADDED ON JOB AT CUSTOMER'S REQUEST _____ gallons					TAX		
					TOTAL		
					PREVIOUS TOTAL		
					GRAND TOTAL		

NOTE: DISCLAIMER ON BACK

Truck	Driver	User	Disp	Ticket Num	Ticket ID	Time	Date						
1904	53638	user		59347959	16596	15:34	4/20/16						
Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID							
5.00	CYDS FLOOD3				W	16917							
Ingredient	Source	NCFac	AbsFac	OD	ABS	SSD	Free Mst	CYDS	TARG	Target	Actual	Free	Wat
CEMHSTG	STGBLMO			334	334				334	1670	1680		
FACAL	COCLAND			111	111				111	555	705		
PROCK52	MN 103081	0.025 M	0.014	361	361		3.97		365	1825	1800	20	lb
1ROCK52	MN 103081	0.013 M	0.012	1445	1445		1.45		1446	7232	7220	7	lb
SAND21	MN 114074	0.041 M	0.009	1472	1472		47.10		1519	7596	7520	233	lb
COLD CITY	COLD CITY			225.0	225.0				64.0	319.9	320.0	320.0	lb
WR91	AEUMR91			3.00	0.00				13.35	66.75	66.00		oz
AE92	EUAE92			.40	0.00				1.78	8.90	8.00		oz
HOT CITY	HOT CITY W			60.0	0				96.0	479.9	468.0	468.0	lb
Actual Num Batches: 1													
Load Total: 19718 lb Design W/C: 0.506 Water/Cement: 0.439 A Design Water: 1125.0 lb Total Water: 1048.0 lb To Add: 77.0 lb													
Slump: 4.00 in # Water in Trucks: 0.0 gl Adjust Water: 0.0 gl / Load Trim Water: -0.5 gl / CYDS													

CERTIFICATE OF COMPLIANCE

AIR CONTENT _____ AIR TEMP. _____ WATER ADDED @ PLANT _____

CONCRETE TEMP. _____ SLUMP _____ WATER ADDED @ JOBSITE _____

CYLINDER NO. _____ TIME DISCHARGED _____ TOTAL ACTUAL WATER _____

LOCATION / PART of STRUCTURE _____

INSPECTOR SIGNATURE _____

PRODUCER SIGNATURE _____

FARGO WET PLANT 4810

Haul out Debris

	Total Hours	Regular Hours	Overtime Hours (20%)	Total		
1 Project Manager	4.5	116	3.6	127.6	0.9	\$ 532.44
<u>4/8/16 Work Order</u>						
1 Superintendent	1	126	0.8	139	0.2	\$ 128.60
1 Foreman	2.5	76.2	2	94.4	0.5	\$ 199.60
1 Crane Operator	2.5	90.65	2	111.1	0.5	\$ 236.85
1 Operators	2.5	82.2	2	97.35	0.5	\$ 213.08
<u>4/12/16 Work Order</u>						
1 Operators	10	82.2	8	97.35	2	\$ 852.30
1 Truck Driver	11	77.65	8.8	91.9	2.2	\$ 885.50
<u>4/13/16 Work Order</u>						
1 Operators	10	82.2	8	97.35	2	\$ 852.30
1 Truck Driver	9	77.65	7.2	91.9	1.8	\$ 724.50
1 Truck Driver	9.5	77.65	7.6	91.9	1.9	\$ 764.75
<u>4/14/16 Work Order</u>						
1 Superintendent		126	0	139	0	\$ -
1 Foreman		76.2	0	94.4	0	\$ -
1 Crane Operator		90.65	0	111.1	0	\$ -
1 Operators	10	82.2	8	97.35	2	\$ 852.30
1 Operators	4	82.2	3.2	97.35	0.8	\$ 340.92
1 Truck Driver	10.5	77.65	8.4	91.9	2.1	\$ 845.25
1 Truck Driver	10	77.65	8	91.9	2	\$ 805.00
<u>4/26/16 Work Order</u>						
1 Superintendent	4	126	3.2	139	0.8	\$ 514.40
1 Foreman	6.5	76.2	5.2	94.4	1.3	\$ 518.96
1 Crane Operator	5	90.65	4	111.1	1	\$ 473.70
1 Carpenter	6.5	69.5	5.2	87.15	1.3	\$ 474.70
1 Operators	6.5	82.2	5.2	97.35	1.3	\$ 554.00
<u>4/27/16 Work Order</u>						
1 Superintendent	8	126	6.4	139	1.6	\$ 1,028.80
1 Foreman	7.5	76.2	6	94.4	1.5	\$ 598.80
1 Operators	5	82.2	4	97.35	1	\$ 426.15
1 Carpenter	5	69.5	4	87.15	1	\$ 365.15
2 Labor	5.5	55.95	4.4	70.55	1.1	\$ 647.57
1 Truck Driver	10.5	77.65	8.4	91.9	2.1	\$ 845.25
<u>4/28/16 Work Order</u>						
1 Operators	10	82.2	8	97.35	2	\$ 852.30
1 Operators	2	82.2	1.6	97.35	0.4	\$ 170.46
<u>4/29/16 Work Order</u>						
1 Superintendent	1	126	0.8	139	0.2	\$ 128.60
2 Operators	3	82.2	2.4	97.35	0.6	\$ 511.38
1 Truck Driver	7	77.65	5.6	91.9	1.4	\$ 563.50
					Total:	\$ 16,907.10

IBI Equipment Rates

Qty		Hourly Rate	Hours		Total
1	200 Excavator	\$ 80.00	4	\$	320.00
1	300 Excavator	\$ 93.00	27	\$	2,511.00
1	L-70 Loader	\$ 54.00	51.5	\$	2,781.00
1	Side Dump	\$ 45.00	67.5	\$	3,037.50
				Total IBI Equipment:	\$ 8,329.50

Misc Disposal

	Qty	Units	Price	Total
1 Kems Sanitarion / Conduit	1	LS	\$ 171.03	\$ 171.03
			10%	\$ 17.10
				Misc Disposal: \$ 188.13

Debris Removal

Date	Loads	Units	Price	Total
4/12/2016		9	\$ 125.00	\$ 1,125.00
4/13/2016		14	\$ 125.00	\$ 1,750.00
4/14/2016		18	\$ 125.00	\$ 2,250.00
Reiner Loads		59	\$ 125.00	\$ 7,375.00
				Material Total: \$ 12,500.00

Total Change Order: \$ 37,924.73

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. DATE 4/12/16

DESCRIPTION OF WORK Haul out Debris (concrete, timber + Brick) IBI YARD

Table with columns: LABOR, CLASSIFICATION, HOURS WORKED (S.T., 1/2 OT), BILLING HOURS, RATE, AMOUNT. Includes rows for labor (Pete R., Mark B.), material charges, and equipment (L-70 Sidedump).

APPROVED

TOTAL

Authorized Representative

Superintendent

Handwritten initials/signature

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
 Visit us at <http://www.industrialbuilders.com>



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06/17/2016 12:00:00

General Contractors



Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15274 Date: 4-12-16
 Truck # 2-88
 Trailer # 3-308

Customer _____

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	X							8:30	Ngard	9:15
2	X							9:40		10:15
3	X							10:45		11:00
4	X							12:30		1:05
5	X							1:30		2:05
6	X							2:35		3:05
7	X							3:30		4:00
8	X							4:30		5:05
9	X							5:30		6:00
10										
11										
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19										
20										
21										
22										
23										
24										
25										

Mark G. Berntson
 Driver Signature

Billable Hrs From 7:00 To 6:00 Total 11

Worked Hrs _____

Customer Signature _____

Total Loads 4

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. DATE 4/13/16

DESCRIPTION OF WORK HAUL OUT DEBRIS / WOOD, concrete brick

Table with columns: LABOR, CLASSIFICATION, HOURS WORKED (S.T., 1 1/2 OT), BILLING HOURS, RATE, AMOUNT. Includes rows for labor (MARK B, MATT P, PETER), material charges, and equipment (L-70, SIDE DUMP).

APPROVED

TOTAL

Authorized Representative

Superintendent

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
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06/17/2016

General Contractors



Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15274 Date: 4-13-16
 Truck # 2-87
 Trailer # 3-307

Customer IBI

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	X						2nd 54 N	9:19	IBI N. Lot	9:45
2	X							10:08		10:35
3	X							10:57		11:27
4	X							11:52		12:20
5	X							1:03		1:31
6	X							2:00		2:30
7					X			3:02	IBI	3:31
8					X			3:58		4:27
9	X							4:53		5:30
10										
11										
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16										
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18										
19										
20										
21										
22										
23										
24										
25										

M. J. Pelt
 Driver Signature

Customer Signature

	From	To	Total
Billable Hrs			
Worked Hrs	8:30	5:30	9
Total Loads			9

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
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General Contractors

Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15274 Date: 4-13-16
 Truck # 2-88
 Trailer # 3-308

Customer _____

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	X							7:05	N Yard	7:35
2	X							8:25		8:55
3	X							9:25		9:55
4	X							10:20		10:50
5	X							11:10		11:40
6	X							1:50		2:25
7	X				X			2:50	S Yard	3:20
8					X			3:45		4:20
9	X							4:45	N Yard	5:20
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Driver Signature Mark B. ...

Available Hrs [scribble]
 Worked Hrs _____

From	To	Total
6:30	5:30	9 1/2

Customer Signature _____

Total Loads 9

Industrial Builders, Inc.

JOB NO. 15274-8000 CONTRACT NO. _____ DATE 4-14-16

DESCRIPTION OF WORK Breaking Concrete Culverts in IBI Yard

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT	
		S.T.	1½ OT				
Shawn Lundberg	Operator	4					
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP	AMOUNT		
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT	
		REG.	STD BY	REG.	STD BY		
Komatsu PC220 Ex. with Breaker 20-47		4					
APPROVED						TOTAL	

Authorized Representative



Superintendent

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
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General Contractors

Phone 701-282-4977
 FAX 701-281-1409

PO Box 406 - Fargo, ND 58107
 1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15274 Date: 4-14-16
 Truck # 2-99
 Trailer # 3-303

Customer _____

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	X							10:20	N Yard	
2	X							11:40		12:10
3	X							12:35		1:10
4	X							1:35		2:10
5	X							2:35		3:10
6	X							3:40		5:00
7										
8										
9										
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16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Mark Bonomo
 Driver Signature

Billable Hrs

From	To	Total
10:00	5:00	7

Worked Hrs

--	--	--

Customer Signature _____

Total Loads 5

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
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General Contractors

Phone 701-282-4977
 FAX 701-281-1409

PO Box 406 • Fargo, ND 58107
 1307 County Rd 17 North • West Fargo, ND 58078

IBI Job # 15274 Date: 4/14/16
 Truck # 2-97
 Trailer # 3-307

Customer _____

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	X						2 nd STN	7:05	IBI N. Lot	7:34
2	X							8:03		8:35
3	X							8:58		9:27
4	X							9:56		10:20
5	X							10:42		11:17
6	X							11:46		12:17
7	X							12:45		1:18
8	X							2:02		2:32
9	X							3:10		3:42
10	X							4:06		4:50
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Paul W. Diederich
 Driver Signature

Billable Hrs

From	To	Total

Worked Hrs

8:30	5:00	10 1/2
------	------	--------

Customer Signature _____

Total Loads

10

Industrial Builders, Inc.

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 DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
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06/17/2016 12:00



General Contractors

Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15274 Date: 4-14-16
 Truck # 2-88
 Trailer # 3-308

Customer _____

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	X							7:00	10:45	7:30
2	X							7:55		8:25
3										
4										
5										
6										
7										
8										
9										
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18										
19										
20										
21										
22										
23										
24										
25										

Mark B. Benoit
 Driver Signature

Billable Hrs	From	To	Total
	6:30	10:00	3

Worked Hrs

--	--	--

Customer Signature _____

Total Loads

--	--	--

Ken's Sanitation and Recycling, Inc.

PO BOX 2127
 FARGO, ND 58107-2127
 218-236-7940
 Fax: 218-287-3859

INVOICE NO.	INVOICE BALANCE	AMOUNT PAID
190920	171.03	

ACCOUNT NO.	ACCT BALANCE	AMOUNT PAID
1673142	432.23	
PAYMENT DUE DATE		UPON RECEIPT

SERVICE LOCATION

INDUSTRIAL BUILDERS-DOWNTOWN
 2ND ST N, RIVER
 FARGO, ND 58102

**** PLEASE RETURN TOP PORTION WITH PAYMENT ****
 ** Please remit to PO Box 2127, Fargo, ND 58107-2127

Bill To:
 INDUSTRIAL BUILDERS
 PO BOX 406
 FARGO, ND 58107-0406

Billing Period: APRIL

DATE	DESCRIPTION	REFERENCE/TICKET #	UNIT PRICE	QUANTITY	AMOUNT
04/13/16	ROLLOFF PULL		90.00	1.000	90.00
04/13/16	LANDFILL FEE 15-015 (Conduit)	976922	37.00	2.190	81.03

Billing Period: APRIL

SERVICE LOCATION 2ND ST N, RIVER

INVOICE TOTAL	Inv# 190920	171.03
---------------	-------------	--------

PAYMENT DUE: UPON RECEIPT

ACCOUNT NO	CURRENT	30 - DAYS	60 - DAYS	90 - DAYS	120+ DAYS	LATE CHARGE	TOTAL BALANCE
1673142	171.03	261.20	0.00	0.00	0.00	0.00	432.23

Ken's Sanitation and Recycling, Inc., PO Box 2127 Fargo, ND 58107

Please write your ACCOUNT NUMBER on your check

DUE UPON RECEIPT. LATE PAYMENT CHG OF 1.5%/MO WILL BE APPLIED 30 DAYS AFTER INV DATE. MIN \$5 CHG

Industrial Builders, Inc.

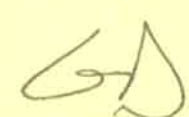
JOB NO. 15274 CONTRACT NO. _____ DATE 4/26

DESCRIPTION OF WORK EXCAVATE FOOTINGS #4

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1 1/2 OT			
Scott N	SUP	4				
Dan McK	CARP/OPER	6.5				
Tom R	OPER	5				
Ray G	FORE	6.5				
COEL J	OPER	6.5				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
L-20 LOADER		6.5				
300 HOE		6.5				
APPROVED		TOTAL				

Authorized Representative

Superintendent



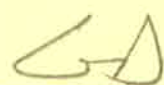
Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 4/27/15

DESCRIPTION OF WORK EXCAVATE FOOTINGS # 4

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT	
		S.T.	1 1/2 OT				
JOE THOMPSON	LAB	5					
DAN MCK		6					
SCOTT N	SUP	8					
CAMERON	CARP	5					
RAY G	FOREMAN	7.5					
DEL J	OPER	5					
JOE -	TRUCKER	10.5					
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT	
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT	
		REG.	STD BY	REG	STD BY		
300 HOE		5					
L-70 WADER		7.5					
SIDE DUMP		10.5					
APPROVED						TOTAL	

Authorized Representative

Superintendent 

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 4/29/16

DESCRIPTION OF WORK HAUL OUT DEBRIS / FOOTING #4

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
AMANDO	TRUCK	7				
DEL J.	OPER	3				
SCOTT N.	SUP	1				
SHARON S.	OPER	3				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
300 HOE		3				
L-70		13				
SIDE PUMP		7				
APPROVED					TOTAL	

Authorized Representative

Superintendent

Industrial Builders, Inc.



General Contractors



PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
Visit us at <http://www.industrialbuilders.com>

Phone 701-282-4977
FAX 701-281-1409
PO Box 406 - Fargo, ND 58107
1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # _____ Date: 27 April 2017

Truck # 2-130

Customer Civic Dike Project

Trailer # 3-302

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1					7AM					
2					8:20A					
3					8:35A					
4					10:45					
5					11:55					
6					1:10					
7					2:15					
8					3:20					
9					4:25					
10										
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16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

[Handwritten Signature]

Driver Signature _____

Billable Hrs	From <u>6:30 AM</u>	To <u>5: PM</u>	Total <u>10.5</u>
--------------	---------------------	-----------------	-------------------

Worked Hrs			
------------	--	--	--

Customer Signature _____

Total Loads

Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
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General Contractors



Phone 701-282-4977
FAX 701-281-1409
PO Box 406 - Fargo, ND 58107
1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 14321 Date: 4-29-16

Truck # 2-130

Customer T.B.T.

Trailer # 3-302

2 Fargo, N.D.

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1					X			7:30	T.B.T.	
2					X			8:30	Yard	
3					X			10:00		
4					X			11:00		
5					X			12:30		
6										
7										
8										
9										
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11										
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22										
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24										
25										

Armando Rocha
Driver Signature

Billable Hrs	From <u>6:30</u>	To <u>1:30</u>	Total <u>7</u>
--------------	------------------	----------------	----------------

Worked Hrs			
------------	--	--	--

Customer Signature

Total Loads	<u>5</u>
-------------	----------

May - Haul out Debris

	Total Hours	Regular Hours	Overtime Hours (20%)	Total	
1 Project Manager	6	116	4.8	127.6	1.2 \$ 709.92
<u>5/4/16 Work Order</u>					
1 Foreman	1.5	76.2	1.2	94.4	0.3 \$ 119.76
1 Operators	1.5	82.2	1.2	97.35	0.3 \$ 127.85
1 Labors	0.5	55.95	0.4	70.55	0.1 \$ 29.44
<u>5/11/16 Work Order</u>					
1 Superintendent	4	126	3.2	139	0.8 \$ 514.40
1 Operators	10	82.2	8	97.35	2 \$ 852.30
1 Truck Driver	13	77.65	10.4	91.9	2.6 \$ 1,046.50
1 Truck Driver	12	77.65	9.6	91.9	2.4 \$ 966.00
<u>5/12/16 Work Order</u>					
1 Superintendent	2	126	1.6	139	0.4 \$ 257.20
1 Operators	10	82.2	8	97.35	2 \$ 852.30
1 Truck Driver	11	77.65	8.8	91.9	2.2 \$ 885.50
1 Truck Driver	10.5	77.65	8.4	91.9	2.1 \$ 845.25
<u>5/13/16 Work Order</u>					
1 Superintendent	2	126	1.6	139	0.4 \$ 257.20
1 Operators	10	82.2	8	97.35	2 \$ 852.30
1 Truck Driver	11	77.65	8.8	91.9	2.2 \$ 885.50
1 Truck Driver	10.5	77.65	8.4	91.9	2.1 \$ 845.25
<u>5/18/16 Work Order</u>					
1 Superintendent	2	126	1.6	139	0.4 \$ 257.20
1 Operators	10	82.2	8	97.35	2 \$ 852.30
1 Truck Driver	10	77.65	8	91.9	2 \$ 805.00
<u>5/19/16 Work Order</u>					
1 Superintendent	1	126	0.8	139	0.2 \$ 128.60
1 Operators	10	82.2	8	97.35	2 \$ 852.30
1 Truck Driver	10	77.65	8	91.9	2 \$ 805.00
Total:					\$ 13,747.06
<u>IBI Equipment Rates</u>					
Qty		Hourly Rate	Hours		Total
1	300 Excavator	\$ 93.00	51.5	\$	4,789.50
1	Side Dump	\$ 45.00	88	\$	3,960.00
Total IBI Equipment:					\$ 8,749.50
<u>Debris Removal</u>					
	Date	Loads	Units	Price	Total
	5/11/2016		25	\$ 125.00	\$ 3,125.00
	5/12/2016		22	\$ 125.00	\$ 2,750.00
	5/13/2016		13	\$ 125.00	\$ 1,625.00
	5/18/2016		10	\$ 125.00	\$ 1,250.00
	5/19/2016		6	\$ 125.00	\$ 750.00
Material Total:					\$ 9,500.00
Total Change Order:					\$ 31,996.56

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 5/4/16
 DESCRIPTION OF WORK Haul out debris

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
<i>Ry. G.</i>	<i>Foreman</i>	<i>1.5</i>				
<i>Lake, Fulton</i>	<i>Operator</i>	<i>1.5</i>				
<i>Cameron</i>	<i>Lab</i>	<i>1.5</i>				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
<i>300 Hoe</i>		<i>1.5</i>				
APPROVED						TOTAL

Authorized Representative

Superintendent

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 5/11/16

DESCRIPTION OF WORK Haul out debris

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1 1/2 OT			
<i>Lane</i>	<i>Operator</i>	<i>10</i>				
<i>Scott N</i>	<i>Sup.</i>	<i>4</i>				
<i>Almondo R.</i>	<i>Truck</i>	<i>13</i>				
<i>SK</i>	<i>Truck</i>	<i>12</i>				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
<i>1 side dump</i>		<i>13</i>				
<i>1 side dump</i>		<i>12</i>				
<i>300 Hrc</i>		<i>10</i>				
APPROVED		TOTAL				

Authorized Representative

Ced
Superintendent



Industrial Builders, Inc.



General Contractors

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
Visit us at <http://www.industrialbuilders.com>

Phone 701-282-4977
FAX 701-281-1409
PO Box 406 - Fargo, ND 58107
1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15-274 Date: 11 May 2016
Truck # 2-129
Trailer # 3-310 code 500

Customer 2nd Street Dike

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1			Clay debris							
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

[Signature]
Driver Signature

Customer Signature

	From	To	Total
Billable Hrs			
Worked Hrs	6:30 AM	6:15 PM	
Total Loads			13

CONSTRUCTION WORK ORDER


Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 5/12/14
 DESCRIPTION OF WORK Haul out debris

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
<i>Amade R.</i>	<i>Truck</i>	<i>10</i>				
<i>St</i>	<i>Truck</i>	<i>10.5</i>				
<i>Lone</i>	<i>Opel</i>	<i>10</i>				
<i>Scott</i>	<i>Sys</i>	<i>2</i>				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
<i>Siderdump</i>		<i>11</i>				
<i>Siderdump</i>		<i>10.5</i>				
<i>300 Hre</i>		<i>10</i>				
APPROVED		TOTAL				

Authorized Representative

Superintendent



Industrial Builders, Inc.



General Contractors



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DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
 Visit us at <http://www.industrialbuilders.com>

Phone 701-282-4977
 FAX 701-281-1409
 PO Box 406 - Fargo, ND 58107
 1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15-274 Date: 12 MAY 2016
 Truck # 2-129
 Trailer # 3-310 code 8000

Customer 2nd Street Lake

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time	Delivered	Time
								Loaded	To Site	Unloaded
1	Debris									
2	NI									
3	NI									
4	II									
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Driver Signature	Billable Hrs	From	To	Total
Customer Signature	Worked Hrs	6:30 AM	5:30 PM	
	Total Loads	12		

Industrial Builders, Inc.



Draft Print

06/17/2016 12:15 PM



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Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15-274 - 8000 Date: 5-12-16
 Truck # 2-130
 Trailer # 3-302

Customer 2nd East Fargo

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1						X				
2						X				
3						X				
4						X				
5						X				
6						X				
7						X				
8						X				
9						X				
10						X				
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Fernando Rocha
 Driver Signature

Billable Hrs	From <u>6:30</u>	To <u>5:00</u>	Total <u>10 1/2</u>
--------------	------------------	----------------	---------------------

Worked Hrs	<u>2</u>	<u>15-15</u>	
------------	----------	--------------	--

Customer Signature

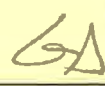
Total Loads 10

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 5/13/16
 DESCRIPTION OF WORK Haul out debris

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
<i>Igne</i>	<i>Operator</i>	<i>10</i>				
<i>Amardo R</i>	<i>Truck</i>	<i>11</i>				
<i>Scott W</i>	<i>Truck</i>	<i>10.5</i>				
	<i>Sup</i>	<i>2</i>				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
<i>Side dump</i>		<i>11</i>				
<i>Side dump</i>		<i>10.5</i>				
<i>300 Hdr</i>		<i>10</i>				
APPROVED		TOTAL				

Authorized Representative



Superintendent

Industrial Builders, Inc.



General Contractors



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DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
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Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15-2741 Date: 13 May 16
Truck # 2-124
Trailer # 3-310 code # 9,000

Customer 2nd Street Dike

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1	Debris									
2										
3	III									
4	III									
5	III									
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Driver Signature

Billable Hrs

From	To	Total

Worked Hrs

6:30 AM	5:30 PM	11.00
---------	---------	-------

Customer Signature

Total Loads

13

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 5/18/16
 DESCRIPTION OF WORK HAUL OUT REJECT MATERIAL

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
LANE FULTON	OPERATOR	10				
SCOTT N.	SUP	2				
MATT	TRUCK	10				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
300 HOE		10				
SIDE DUMP		10				
APPROVED						TOTAL

Authorized Representative



Superintendent



Industrial Builders, Inc.



General Contractors

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Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15247 Date: 5-18-16
 Truck # ~~2-130~~ 2-130
 Trailer # 3-302

Customer IBI

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1						X		740		920
2						X		850		915
3						X		945		1005
4						X		1040		1115
5						X		1150		1210
6						X		1240		110
7						X		140		210
8						X		235		255
9						X		335		355
10						X		435		455
11										
12										
13										
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16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

[Signature]
 Driver Signature
[Signature]
 Customer Signature

	From	To	Total
Billable Hrs			
Worked Hrs	7:00	5:00	10
Total Loads			

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. DATE 5/19/16

DESCRIPTION OF WORK HAUL OUT MATERIAL

Table with columns: LABOR, CLASSIFICATION, HOURS WORKED (S.T., 1/2 OT), BILLING HOURS, RATE, AMOUNT. Includes rows for LANE FULTON, TRUCK/MISCELLANEOUS, SUP, MATERIAL CHARGES, and EQUIPMENT, RENTAL & MISCELLANEOUS.

APPROVED

TOTAL

Authorized Representative

Superintendent

GA



Industrial Builders, Inc.



General Contractors

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT
 Visit us at <http://www.industrialbuilders.com>

Phone 701-282-4977

FAX 701-281-1409

PO Box 406 - Fargo, ND 58107

1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15247 Date: 5-19-16
 Truck # 2-130
 Trailer # 3-302

Customer _____

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1						X		740		810
2						X		845		910
3						X		940		1005
4						X		1035		1100
5						X		1130		1150
6						X		1225		100
7					X			135		210
8					X			250		320
9					X			410		445
10					X			510		600
11										
12										
13										
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16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

[Signature]
 Driver Signature
[Signature]
 Customer Signature

	From	To	Total
Billable Hrs			
Worked Hrs	700	600	
Total Loads			

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21541 Hwy. 7 W • Hutchinson, MN 55350 • 320-587-9886

22258

DRIVER Joseph Albert COMPANY _____ JOB _____ UNIT 34 TRAILER 358 OIL ADDED _____ GALS FUEL _____ DATE 6-17-16

	TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL
1	12:45	WIND	15-42	Load 21.77 tons	High Landfill	concrete junk
2	1:43	L	15-112	17.90 tons	L	L
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

UNIT NO.	TIME		MAN HOURS	EQUIP. HOURS	DESCRIPTION OF WORK
	START	STOP			
<u>34</u> <u>758</u>	<u>12:45</u>	<u>2:30</u>	<u>1.75</u>	<u>1.75</u>	<u>Had concrete dirt to landfill</u>
TOTAL			<u>1.75</u>	<u>1.75</u>	

Joseph Albert

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21541 Hwy. 7 W • Hutchinson, MN 55350 • 320-587-9886

22216

change order (3) 15-112

DRIVER Stephen Vacek COMPANY City of Fargo JOB DATE 4-12-16 UNIT 20 TRAILER 799 OIL ADDED GALS FUEL

Table with 6 columns: TIME, LOADING SITE, CUSTOMER, WEIGHT/VOLUME, DESTINATION, MATERIAL. Contains handwritten entries for rows 1 and 2.

Table with 6 columns: UNIT NO., TIME START, TIME STOP, MAN HOURS, EQUIP. HOURS, DESCRIPTION OF WORK. Includes handwritten entry for a haul trip and a signature.

TOTAL

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21541 Hwy. 7 W • Hutchinson, MN 55350 • 320-587-9886

DRIVER Jessiah Andros COMPANY _____ JOB 15-112
 UNIT 34 TRAILER 770/358 OIL ADDED _____ GALS FUEL _____ DATE 4-17-14

	TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL
1	8:17	Fargo	15-112	Load	ind Builders	concrete
2	9:11					
3	10:09					
4	11:07					
5	1:45					
6	2:42					
7	3:40					
8	4:42					
9	5:42					
10	6:35					
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

UNIT NO.	TIME START	TIME STOP	MAN HOURS	EQUIP. HOURS	DESCRIPTION OF WORK
<u>34/770</u>	<u>2:45</u>	<u>3:00</u>	<u>.25</u>	<u>.25</u>	<u>Pretrip</u>
	<u>3:00</u>	<u>6:30</u>	<u>3.50</u>	<u>3.50</u>	<u>Haul trench box to fargo</u>
	<u>6:30</u>	<u>7:30</u>	<u>1.0</u>	<u>1.0</u>	<u>unload trench box</u>
	<u>7:30</u>	<u>8:00</u>	<u>.50</u>	<u>.50</u>	<u>Drive to Motel unhook step Deck, Hook to tri 76%</u>
	<u>8:00</u>	<u>8:15</u>	<u>.25</u>	<u>.25</u>	<u>Drive to Job</u>
	<u>8:15</u>	<u>12:00</u>	<u>3.75</u>	<u>3.75</u>	<u>Haul concrete to ind Builders</u>
	<u>12:00</u>	<u>1:30</u>	<u>1.50</u>	<u>1.50</u>	<u>Get 755' tri tire fixed. Blew sidewall with rebar</u>
	<u>1:30</u>	<u>3:00</u>	<u>1.50</u>	<u>1.50</u>	<u>Haul concrete to ind Builders</u>
	<u>3:00</u>	<u>7:45</u>	<u>.75</u>	<u>.75</u>	<u>Drive to fuel up, Motel</u>
	<u>7:45</u>	<u>8:00</u>	<u>.25</u>	<u>.25</u>	<u>Post trip</u>
TOTAL			<u>18.25</u>	<u>18.25</u>	

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21541 Hwy. 7 W • Hutchinson, MN 55350 • 320-587-9886

NO 17388

15-101

DRIVER Jerry [unclear] COMPANY [unclear] JOB Fargo Parks
UNIT 25 TRAILER 301 OIL ADDED [unclear] GALS FUEL [unclear] DATE 6/21/16

Table with 6 columns: TIME, LOADING SITE, CUSTOMER, WEIGHT/VOLUME, DESTINATION, MATERIAL. Includes handwritten entries for times (6:30, 8:00, 9:30, 10:30, 11:40, 13:50, 2:00, 3:10, 4:30) and destinations like 'Clay County' and 'Back to Fargo'.

Summary table with columns: UNIT NO., TIME START, TIME STOP, MAN HOURS, EQUIP. HOURS, DESCRIPTION OF WORK. Includes handwritten entry for unit 25-79 from 6:30 to 4:30.

TOTAL

City of Fargo Landfill

TICKET NUMBER: 57676 2301 30th Ave. N. Fargo ND 58102 (701) 230-2100

CUSTOMER #174 INDUSTRIAL BLDERS FARGO ND DATE: 04/11/2016 TIME IN: 1:09 pm TIME OUT: 1:21 pm

MATERIAL: COMMERCIAL/IN CITY CRUSH W/ST.B. 70500 TANK W/ST.B. 34960 NET W/ST.B. 43540 NET TONS: 2177 RATE (\$/Ton) 36.00 827.26 ADDED FEE 0.00

TOTAL DUE: 827.26

DRIVER: Jeremiah Andreeff PHONE: 701.230.2100

City of Fargo Landfill

TICKET NUMBER: 57677 2301 30th Ave. N. Fargo ND 58102 (701) 230-2100

CUSTOMER #174 INDUSTRIAL BLDERS FARGO ND DATE: 04/11/2016 TIME IN: 1:25 pm TIME OUT: 1:35 pm

MATERIAL: COMMERCIAL/IN CITY CRUSH W/ST.B. 70520 TANK W/ST.B. 34960 NET W/ST.B. 39640 NET TONS: 1973 RATE (\$/Ton) 36.00 749.36 ADDED FEE 0.00

TOTAL DUE: 749.36

DRIVER: PHONE: 701.230.2100

City of Fargo Landfill

TICKET NUMBER: 57686 2301 30th Ave. N. Fargo ND 58102 (701) 230-2100

CUSTOMER #174 INDUSTRIAL BLDERS FARGO ND DATE: 04/11/2016 TIME IN: 1:58 pm TIME OUT: 2:05 pm

MATERIAL: COMMERCIAL/IN CITY CRUSH W/ST.B. 70520 TANK W/ST.B. 34960 NET W/ST.B. 35800 NET TONS: 1790 RATE (\$/Ton) 36.00 680.20 ADDED FEE 0.00

TOTAL DUE: 680.20

DRIVER: Jeremiah Andreeff PHONE: 701.230.2100

City of Fargo Landfill

TICKET NUMBER: 57678 2301 30th Ave. N. Fargo ND 58102 (701) 230-2100

CUSTOMER #174 INDUSTRIAL BLDERS FARGO ND DATE: 04/11/2016 TIME IN: 2:00 pm TIME OUT: 2:16 pm

MATERIAL: COMMERCIAL/IN CITY CRUSH W/ST.B. 69480 TANK W/ST.B. 33760 NET W/ST.B. 35720 NET TONS: 1786 RATE (\$/Ton) 36.00 675.22 ADDED FEE 0.00

TOTAL DUE: 675.22

DRIVER: PHONE: 701.230.2100

City of Fargo Landfill

TICKET NUMBER: 976494 2301 8th Ave. N.
 Fargo ND 58102
 (701) 280-2400

CUSTOMER CLASS: RITTER CONTRACTING INC DATE: 06/12/2016
 TICKET NO: 8.31 ton
 HUTCHINS: MM TMB CAT: 8.31 ton
 HWY 7 WEST 55300
 MATERIAL: COMMERCIAL IN CITY
 GROSS WGT. lb. 76700
 TARE WGT. lb. 30100
 NET WGT. lb. 46600
 NET TONS: 20.84 RATE (\$/Ton) 38.00 791.92
 ADDED FEE 0.00

TOTAL DUE: 791.92

DEPOSED BY: *Joseph Andrew*
 EMBARK 4

City of Fargo Landfill

TICKET NUMBER: 976496 2301 8th Ave. N.
 Fargo ND 58102
 (701) 280-2400

CUSTOMER CLASS: RITTER CONTRACTING INC DATE: 06/12/2016
 TICKET NO: 8.31 ton
 HUTCHINS: MM TMB CAT: 8.31 ton
 HWY 7 WEST 55350
 MATERIAL: COMMERCIAL IN CITY
 GROSS WGT. lb. 73000
 TARE WGT. lb. 30100
 NET WGT. lb. 42900
 NET TONS: 20.45 RATE (\$/Ton) 38.00 777.10
 ADDED FEE 0.00

TOTAL DUE: 777.10

DEPOSED BY: *[Signature]*
 EMBARK 4

City of Fargo Landfill

TICKET NUMBER: 976517 2301 8th Ave. N.
 Fargo ND 58102
 (701) 280-2400

CUSTOMER CLASS: RITTER CONTRACTING INC DATE: 06/12/2016
 TICKET NO: 9.19 ton
 HUTCHINS: MM TMB CAT: 9.19 ton
 HWY 7 WEST 55350
 MATERIAL: COMMERCIAL IN CITY
 GROSS WGT. lb. 77000
 TARE WGT. lb. 30300
 NET WGT. lb. 46700
 NET TONS: 20.88 RATE (\$/Ton) 38.00 793.44
 ADDED FEE 0.00

TOTAL DUE: 793.44

DEPOSED BY: *Joseph Andrew*
 EMBARK 4

City of Fargo Landfill

TICKET NUMBER: 976485 2301 8th Ave. N.
 Fargo ND 58102
 (701) 280-2400

CUSTOMER CLASS: RITTER CONTRACTING INC DATE: 06/12/2016
 TICKET NO: 9.40 ton
 HUTCHINS: MM TMB CAT: 9.40 ton
 HWY 7 WEST 55350
 MATERIAL: COMMERCIAL IN CITY
 GROSS WGT. lb. 44000
 TARE WGT. lb. 34200
 NET WGT. lb. 10200
 NET TONS: 5.06 RATE (\$/Ton) 38.00 192.28
 ADDED FEE 0.00

TOTAL DUE: 192.28

DEPOSED BY: *[Signature]*
 EMBARK 4



800 FOURTH AVE EAST, SUITE 1
WEST FARGO, ND 58078
701-433-5305

REINER CONTRACTING
21541 HWY 7 WEST
HUTCHINSON MN 55350

Customer # 923

INVOICE NUMBER: 5334
INVOICE DATE: May 12, 2016
EFFORT: INERT LANDFILL DISPOSAL - APRIL 2016
 JOB 15-112 CHANGE ORDER 3

CHARGES

PRODUCTS AND SERVICES:

INERT-LFFE-INERT LANDFILL FEES - 04/28/2016	1,680.00
4 LOADS @ \$420/EACH	
Total	1,680.00

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
2nd St N (701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 8650 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo.

Driver's Signature: J.D.

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
2nd St N (701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 8650 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo.

Driver's Signature: J.D.

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N.

Weight Before _____ Date: 4-27-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo.

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St North

Weight Before _____ Date: 4-27-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo.

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

North 2nd St

Weight Before _____ Date: 4-27-16
Weight After 4650 Time: AM _____ PM _____
Net Weight 4650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St North

Weight Before _____ Date: 4-27-16
Weight After 4650 Time: AM _____ PM _____
Net Weight 4650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd st North

Weight Before _____ Date: 4-27-16
 Weight After 450 Time: AM _____ PM _____
 Net Weight 650 Location _____
 Tons _____ Height _____
 To Transfer _____ To Landfill _____
 Company Name Reiner Cont.
 Address _____
 State _____
 Driver's Name _____
 Vehicle License # Ami 35
 Vehicle Description: Model _____ Year _____
 Color _____
 Load Description: _____

Source: Demolition New Construction _____
 Transfer Station _____ Industrial _____
 Recycle _____ Remodeling _____
 Address Where Waste Originated: 790.
 Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
 Weight After 650 Time: AM _____ PM _____
 Net Weight 650 Location _____
 Tons _____ Height _____
 To Transfer _____ To Landfill _____
 Company Name Reiner Cont.
 Address _____
 State _____
 Driver's Name _____
 Vehicle License # track 18
 Vehicle Description: Model _____ Year _____
 Color _____
 Load Description: dirt concrete

Source: Demolition New Construction _____
 Transfer Station _____ Industrial _____
 Recycle _____ Remodeling _____
 Address Where Waste Originated: 790.
 Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Truck P
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay
concrete

Source: Demolition New Construction
 Transfer Station Industrial
 Recycle Remodeling
Address Where Waste Originated: FGP

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Semi P
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
clay
concrete

Source: Demolition New Construction
 Transfer Station Industrial
 Recycle Remodeling
Address Where Waste Originated: FGP

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After \$650 Time: AM _____ PM _____
Net Weight (R) 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # semi 18 Year _____
Vehicle Description: Model _____ Color _____
Load Description: dirt
concrete
Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790
Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After [Signature] Time: AM _____ PM _____
Net Weight (R) 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # semi 18 Year _____
Vehicle Description: Model _____ Color _____
Load Description: concrete
dirt
Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790
Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # AME 18

Vehicle Description: Model _____ Year _____
Color concrete
Load Description: _____

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo.

Driver's Signature: [Signature]
249022

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # truck 34

Vehicle Description: Model _____ Year _____
Color dirt concrete
Load Description: _____

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo.

Driver's Signature: [Signature]
249075

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 6500 Time: AM _____ PM _____
Net Weight _____ Location _____

Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # DMV 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: TGO

Driver's Signature: Jeremiah Andreeff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After 6500 Time: AM _____ PM _____
Net Weight _____ Location _____

Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # DMV 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: clay concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: TGO

Driver's Signature: Jeremiah Andreeff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # semi 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: dirt
clay
concrete
Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: Jeremiah Ondroff

249042

C92-1004-JM-2M-6/94

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-27-16
Weight After \$1000 Time: AM _____ PM _____
Net Weight 0 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # semi 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete
clay
Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: Jeremiah Ondroff

C92-1004-JM-2M-6/94

249034

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N

Weight Before _____ Date: 4-28-16
Weight After 4050 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reimer Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # AMN 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N

Weight Before _____ Date: 4-28-16
Weight After 4050 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reimer Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N.

Weight Before _____ Date: 4-28-16
Weight After 650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Contracting
Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete dust

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N.

Weight Before _____ Date: 4-28-16
Weight After 650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete dust

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd st N

Weight Before _____ Date: 4-28-16
Weight After 4650 Time: AM _____ PM _____
Net Weight 4650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Truck 35

Vehicle Description: Model _____ Year _____
Color _____

Load Description: concrete
dirt

Source: _____
Demolition New Construction _____

Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____

Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd st N

Weight Before _____ Date: 4-28-16
Weight After 4650 Time: AM _____ PM _____
Net Weight 4650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Truck 35

Vehicle Description: Model _____ Year _____
Color _____

Load Description: dirt
concrete

Source: _____
Demolition New Construction _____

Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____

Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St. N.

Weight Before _____ Date: 4-28-16
Weight After 6650 Time: AM _____ PM _____
Net Weight 6650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 35
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: go.

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After 6650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck R
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: go.

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After 4500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]
249138

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After 4500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]
249130

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After 6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Const.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: IGO.

Driver's Signature: [Signature]

249123

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 7-28-16
Weight After 6500 Time: AM _____ PM _____
Net Weight (R) Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Const.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: IGO.

Driver's Signature: [Signature]

249096

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After 6650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # truck 18

Vehicle Description: Model _____ Year _____
Color _____

Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

249114

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After 6650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # truck 18

Vehicle Description: Model _____ Year _____
Color _____

Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

249105

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After *450* Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name *Reiner Cont.*
Address _____
State _____

Driver's Name _____
Vehicle License # *semi 34*
Vehicle Description: Model _____ Year _____
Color _____

Load Description: *concrete*
dirt

Source: Demolition New Construction
 Transfer Station Industrial
 Recycle Remodeling
Address Where Waste Originated: *Fgo.*

Driver's Signature: *Jeannine Andreeff*

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After *450* Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name *Reiner Cont.*
Address _____
State _____

Driver's Name _____
Vehicle License # *semi 34*
Vehicle Description: Model _____ Year _____
Color _____

Load Description: *concrete*
dirt

Source: Demolition New Construction
 Transfer Station Industrial
 Recycle Remodeling
Address Where Waste Originated: *Fgo.*

Driver's Signature: *Jeannine Andreeff*

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Truck 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: TGO

Driver's Signature: Jeremiah Andreeff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Truck 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: TGO

Driver's Signature: Jeremiah Andreeff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After \$1500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: Jeremiah Anderson

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After \$1500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # truck 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: Jeremiah Anderson

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After \$600 Time: AM _____ PM _____
Net Weight (R) 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Truck 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790'

Driver's Signature: Jeremiah Ondrey

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-28-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight (R) 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Truck 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790'

Driver's Signature: Jeremiah Ondrey

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd SL

Weight Before _____ Date: 4-29-16
Weight After \$65 Time: AM _____ PM _____
Net Weight 65 Location _____
Tons _____ Height _____


To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____

State _____
Driver's Name _____

Vehicle License # 2M135 Year _____
Vehicle Description: Model _____ Color _____

Load Description: concrete
dirt

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: 

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd SL

Weight Before _____ Date: 4-29-16
Weight After \$65 Time: AM _____ PM _____
Net Weight 65 Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____

State _____
Driver's Name _____

Vehicle License # 2M135 Year _____
Vehicle Description: Model _____ Color _____

Load Description: concrete
dirt

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: 

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd S. N

Weight Before _____ Date: 4-29-16
Weight After *4650* Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name *Reiner Cont.*
Address _____
State _____

Driver's Name _____
Vehicle License # *DM 35*
Vehicle Description: Model _____ Year _____

Color _____
Load Description: *dirt concrete*

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: *FR*

Driver's Signature: 

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St North

Weight Before _____ Date: 4-29-16
Weight After *4650* Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name *Reiner Cont.*
Address _____
State _____

Driver's Name _____
Vehicle License # *DM 35*
Vehicle Description: Model _____ Year _____

Color _____
Load Description: *concrete dirt*

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: *FR*

Driver's Signature: 

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N.

Weight Before _____ Date: 4-29-16
Weight After \$650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____

State _____
Driver's Name _____

Vehicle License # AMN 35

Vehicle Description: Model _____ Year _____
Color _____

Load Description: concrete
dirt

Source: Demolition New Construction
 Transfer Station Industrial
 Recycle Remodeling

Address Where Waste Originated: Fgo

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd St N.

Weight Before _____ Date: 4-29-16
Weight After \$650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____

State _____
Driver's Name _____

Vehicle License # AMN 35

Vehicle Description: Model _____ Year _____
Color _____

Load Description: concrete
dirt

Source: Demolition New Construction
 Transfer Station Industrial
 Recycle Remodeling

Address Where Waste Originated: Fgo

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
2nd St W. (701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After *R. H. G. E.* Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name *Reiner Const.*
Address _____
State _____

Driver's Name _____
Vehicle License # *AM135* Year _____
Vehicle Description: Model _____

Color _____
Load Description: *concrete*

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: *FGP*

Driver's Signature: *J. D.*

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
2nd St W. (701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After *1652* Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name *Reiner Const.*
Address _____
State _____

Driver's Name _____
Vehicle License # *AM135* Year _____
Vehicle Description: Model _____

Color _____
Load Description: *concrete
dirt*

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: *FGP*

Driver's Signature: *J. D.*

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Am 18

Vehicle Description: Model _____ Year _____
Color _____

Load Description: concrete dust

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgd.

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # Am 18

Vehicle Description: Model _____ Year _____
Color _____

Load Description: concrete dust

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgd.

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # 2em18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FJD

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # 2em18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FJD

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reener Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: [Signature] 249162

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____

To Transfer _____ To Landfill _____
Company Name Reener Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: [Signature] 249160

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # dem18
Vehicle Description: Model _____ Year _____
Color _____

Load Description: clay concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGD

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After 6500 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # dem18
Vehicle Description: Model _____ Year _____
Color _____

Load Description: concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGD

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Rainer Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AMN 34
Vehicle Description: Model _____ Year _____

Color dark
Load Description: concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGO

Driver's Signature: Jeremiah Andropoff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 4-29-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Rainer Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AMN 34
Vehicle Description: Model _____ Year _____

Color concrete
Load Description: concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGO

Driver's Signature: Jeremiah Andropoff

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21541 Hwy. 7 W • Hutchinson, MN 55350 • 320-587-9886

21354

DRIVER Jeremiah Adreoff COMPANY _____ JOB 15-112 C03
UNIT 34 TRAILER 759 OIL ADDED _____ GALS FUEL _____ DATE 5-3-16

Table with 6 columns: TIME, LOADING SITE, CUSTOMER, WEIGHT/VOLUME, DESTINATION, MATERIAL. Row 1 contains handwritten data: 10:15, Fargo, 15-112 C03, Load, Clay County Landfill, Dirty clay.

Summary table with columns: UNIT NO, TIME START, TIME STOP, MAN HOURS, EQUIP HOURS, DESCRIPTION OF WORK. Includes handwritten entry for unit 34/759, time 10:15-11:30, man hours 1.25, and description 'Haul dirty clay to clay county landfill'. Includes a signature 'P. Adreoff' and a 'TOTAL' row at the bottom.

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-8-16
Weight After 4508 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgc

Driver's Signature: Lusy Blakeway 249238

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 4508 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgc

Driver's Signature: [Signature] 249214

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd st N.

Weight Before _____ Date: 5-2-16
Weight After 6500 Time: AM PM
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Ruiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # 26M35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: [Signature]
249208

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd st N.

Weight Before _____ Date: 5-2-16
Weight After 6500 Time: AM PM
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Ruiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # 26M35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: [Signature]
249202

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd S. N.

Weight Before _____ Date: 5-2-16
Weight After \$650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Remer Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AMU 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: concrete
dirt

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: J. D.

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

2nd S. N.

Weight Before _____ Date: 5-2-16
Weight After \$650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Remer Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AMU 35
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: J. D.

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 4500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Am18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dust
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Am18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dust
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-22-16
Weight After 650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Acme 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo

Driver's Signature: [Signature]

249217

C92-1004-JM-2M-6/94

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 660 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Acme 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo

Driver's Signature: [Signature]

C92-1004-JM-2M-6/94

249213

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430


Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 4650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reener Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # semi 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: 

249207

CS2-1004-JM-2M-6/94

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 4650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reener Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # semi 18
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: 

CS2-1004-JM-2M-6/94

249201

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$ 65 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Corp.
Address _____
State _____
Driver's Name _____
Vehicle License # DM18
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete
dust

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGD

Driver's Signature: [Signature]
249195

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$ 65 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Corp.
Address _____
State _____
Driver's Name _____
Vehicle License # DM18
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete
dust

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGD

Driver's Signature: [Signature]
249190

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$ 6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Amr 19
Vehicle Description: Model _____ Year _____

Color dirt
Load Description: concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: TR Motey

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$ 6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # Amr 19
Vehicle Description: Model _____ Year _____

Color dirt
Load Description: concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: TR Motey

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 8650 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AMN 19
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: TC Mteay

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 8650 Time: AM _____ PM _____
Net Weight 6500 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AMN 19
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: TC Mteay

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # ALM 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGD

Driver's Signature: Jeremiah Androff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # ALM 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FGD

Driver's Signature: Jeremiah Androff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # AMU 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: dirt
concrete
Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: Jeremiah Andreeff
249218

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # AMU 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: dirt
concrete
Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo

Driver's Signature: Jeremiah Andreeff
249211

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$1050 Time: AM _____ PM _____
Net Weight \$1050 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # ADMA 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dust
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FR

Driver's Signature: Jeremiah Andreeff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$1050 Time: AM _____ PM _____
Net Weight \$1050 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # ADMA 34
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dust
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: FR

Driver's Signature: Jeremiah Andreeff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$600 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # dem134
Vehicle Description: Model _____ Year _____

Load Description: _____ Color _____
concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: Jeremiah Andreff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$600 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # dem134
Vehicle Description: Model _____ Year _____

Load Description: _____ Color _____
concrete
dirt

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: Jeremiah Andreff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 4650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Renee Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # DM 36
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: top

Driver's Signature: Karl Nolan

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 4650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Renee Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # DM 36
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: top

Driver's Signature: Karl Nolan

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$65 Time: AM _____ PM _____
Net Weight 65 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # 36
Vehicle Description: Model _____ Year _____
Color _____

Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: Karl Nelson
249215
C92-1004-JM-2M-6/94

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$65 Time: AM _____ PM _____
Net Weight 65 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # 36
Vehicle Description: Model _____ Year _____
Color _____

Load Description: dirt
concrete

Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: 790

Driver's Signature: Karl Nelson
249210
C92-1004-JM-2M-6/94

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AM136
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo.

Driver's Signature: Karl Nelson

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After 650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # AM136
Vehicle Description: Model _____ Year _____

Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: Fgo.

Driver's Signature: Karl Nelson

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-2-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # Amc 36
Vehicle Description: Model _____ Year _____
Color _____
Load Description: drift concrete
Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo
Driver's Signature: Karl Nieland

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-3-16
Weight After \$6600 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # Amc 18
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete
Source: Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgo
Driver's Signature: [Signature]

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-3-16
Weight After 8650 Time: AM _____ PM _____
Net Weight 650 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____

State _____
Driver's Name _____
Vehicle License # DMV 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgd

Driver's Signature: Jeremy Androff

CLAY DEMOLITION LANDFILL

4 Miles East of Glyndon, MN on Highway 10
Telephone: (218) 498-2430

Operated By: Disposal Services, Inc., Wahpeton, ND 58074-1142
(701) 642-1799

Weight Before _____ Date: 5-3-16
Weight After 8650 Time: AM _____ PM _____
Net Weight _____ Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____

State _____
Driver's Name _____
Vehicle License # DMV 36
Vehicle Description: Model _____ Year _____
Color _____
Load Description: dirt
concrete

Source: _____
Demolition New Construction _____
Transfer Station _____ Industrial _____
Recycle _____ Remodeling _____
Address Where Waste Originated: fgd

Driver's Signature: Karl Wilson

Reiner Contracting, Inc.
Change Order for Removing a Larger Sanitary Lift Station
4/20/16 - 4/22/16

Loading

Date	Employee	Hours	Classification	Rate	Labor Charge	Equipment	Rate	Equipment Charge
4/20/2016	Jesse Jensen	6	Operator	\$ 98.62	\$ 591.72	336E Excavator	\$ 226.29	\$ 1,357.74
4/20/2016	Cole Kampsen	5	Operator	\$ 98.62	\$ 493.10	CP56 Compactor	\$ 97.92	\$ 489.60
4/20/2016	William Lundberg	5	Operator	\$ 98.62	\$ 493.10	D6K Dozer	\$ 100.53	\$ 502.65
4/20/2016	Kit Miller	6	Operator	\$ 98.62	\$ 591.72	950G II Loader	\$ 93.31	\$ 559.86
4/20/2016	Pete Nistler	5.5	Foreman	\$ 121.13	\$ 666.22	315B Excavator	\$ 111.25	\$ 611.88
4/20/2016	Austin Prentice	5	Operator	\$ 98.62	\$ 493.10	D5N Dozer	\$ 100.53	\$ 502.65
4/20/2016	Eric Prentice	5	Operator	\$ 98.62	\$ 493.10	390D Excavator	\$ 466.74	\$ 2,333.70
4/20/2016	Frank Little	1	Project Mgr	\$ 141.10	\$ 141.10			
4/22/2016	Scott Detloff	4.5	Operator	\$ 98.62	\$ 443.79	CP56 Compactor	\$ 97.92	\$ 440.64
4/22/2016	Jeff Gerhardson	4.5	Operator	\$ 98.62	\$ 443.79	349E Excavator	\$ 286.42	\$ 1,288.89
4/22/2016	Jesse Jensen	4.5	Operator	\$ 98.62	\$ 443.79	D6K Dozer	\$ 100.53	\$ 452.39
4/22/2016	Scott Jensen	4.75	Foreman	\$ 121.13	\$ 575.37		\$ -	\$ -
4/22/2016	Steve Magee	4	Operator	\$ 98.62	\$ 394.48	315B Excavator	\$ 111.25	\$ 445.00
4/22/2016	Pete Nistler	2	Foreman	\$ 121.13	\$ 242.26		\$ -	\$ -
4/22/2016	Eric Prentice	1.5	Operator	\$ 98.62	\$ 147.93	390D Excavator	\$ 466.74	\$ 700.11
4/22/2016	D Jay Robinson	4	Operator	\$ 98.62	\$ 394.48	D5N Dozer	\$ 100.53	\$ 402.12
4/22/2016	Frank Little	1	Project Mgr	\$ 141.10	\$ 141.10			
April Totals					\$ 7,190.14			\$ 10,087.22
					a			a
April Grand Total					\$ 17,277.36	= Σa		

REINER CONTRACTING INC.

(Certified DBE/WBE Company)

21541 HWY. 7 WEST
HUTCHINSON, MN 55350

www.reinercontracting.com

Phone 320-587-9886

Fax 320-587-4847

6/10/2016

As you aware, there was an issue about the floating casting for this project that resulted in additional costs incurred by Reiner Contracting, DSG, Hancock Concrete over and above what was originally bid. The revision resulted in structures that were set also the remanufacture of structures, the freight costs to remove/replace the original structures (which were already on site), and the eventual disposal of the original structures. Also the cost of the original casting (see DSG email) compared to the original bid items. Below you will find the explanation on why this is a change order.

1. The only floating manhole called out in the bid item list is one (1) for item number eleven (11) in the middle of the intersection of 3rd Street & 1st Avenue North. No other manholes reference City of Fargo Spec. Section 2100.
2. All of the Sanitary Sewer Manholes refer only to City of Fargo Spec. Section 1200. In specification 1200.2.6.1 it specifically calls for Neenah Foundry R-1733 frames, and self-sealing lids lettered 'SANITARY SEWER'. The detail drawing in that section agree.
3. All of the Storm Sewer Manholes refer only to City of Fargo Spec. Section 1500. In specification 1500.2.8 it specifically calls for Neenah R-1733 frames, and vented lids lettered 'STORM SEWER'. See next point for detail drawing statement.
4. In specification section 1500 the drawing detail (5.5) for Type 'E' manholes (as well as A-D manholes on 5.4) appear to show a Neenah R-1733 casting, and note one (1) on that drawing states "Castings Frame, and Cover shall be determined by the engineer based on structure, location, and purpose." We were never made aware that a different type of casting than the spec section calls for in part 2.8 would be required.
5. The castings we submitted for Sanitary Sewer Manholes were approved with no mention of floating castings being required.
6. The castings we submitted for Storm Sewer Manholes were approved with no mention of floating castings being required.

7. In submittal number 1500-001A, 002A the castings we submitted were again approved along with the precast manholes from Hancock Concrete. Also on each of the round precast manholes that Hancock submitted for review it was stated "Frame: 7" Frame by Others", and they were designed for use with the included Neenah R-1733 submittal. All were approved with only a few minor unrelated notes regarding precast outlet/inlet inverts, and regarding the rectangular curb inlet castings. Again no mention of floating castings.

After careful review of the specs, and plan pages relevant to our scope of supply we submitted on the products that we believed met the requirements of the job. We reviewed the listed specs when deciding what product to bid. If it was in fact the engineer's intent to have floating castings installed on manholes that are within concrete pavement, then that should've been made clear in the bid item list instead of only listing the relevant spec on one item (11) in particular. At the very least the issue should have been brought up to the general contractor after the engineer reviewed the submittals so they could've informed Hancock, and ourselves that changes need to be made. Being that no mention of the requirement was made to any involved parties until now we believe that a change order should be issued if we're to be required to supply floating castings.

After further review and discussion with the suppliers involved, a new cost was obtained for all items with no mark up being applied.

Total cost for storm sewer and sanitary sewer	
Hancock Concrete (No mark up) with tax	\$ 5,309.06
<u>DSG (No Mark up) with tax</u>	<u>\$18,876.73</u>
Total	\$24,185.79
Total cost for force main portion	
Hancock Concrete (No mark up) with tax	\$ 2,889.00
<u>DSG (No Mark up) with tax</u>	<u>\$ 1,398.28</u>
Total	\$ 4,287.28
Total for both change order	\$28,473.07

Sincerely,

Frank Little
Bryce Dayhoff
Jon Minke

Struct	Precast decision	approved by randy	Casting	Casting Cost			
SS-02	Swap Cone	Do Nothing	Regular				
SS-03	Remove 3 rings	Do Nothing per Nathan	Regular				
SS-04	Remove 3 rings	Do Nothing per Nathan	Regular				
SS-05	Swap Cone	Do Nothing per Nathan	Regular				
SS-06	Remove 3 rings	Remove 3 Rings	Floating	653.40	7.50%	702.41	1
SS-08	Swap Cone	swap cone	Floating	653.40	7.50%	702.41	1
SS-09	Remove 3 rings	Remove 3 Rings	Floating	653.40	7.50%	702.41	1
SS-10	Remove 3 rings	Remove 3 Rings	Floating	653.40	7.50%	702.41	1
SS-11	Swap Cone	swap cone	Floating	653.40	7.50%	702.41	1
SS-12	Swap Cone	swap cone	Floating	653.40	7.50%	702.41	1
SS-13	Swap Cone	swap cone	Floating	653.40	7.50%	702.41	1
SS-14	Swap Cone	Swap cone	Floating	653.40	7.50%	702.41	1
SS-15	Swap Cone	Swap cone	Floating	653.40	7.50%	702.41	1
SS-16	Remove 3 rings	Remove 3 rings	Floating	653.40	7.50%	702.41	1
SS-17	Swap Cone	Do nothing in Green space	Regular				
SS-18	Swap Cone	Do nothing in Green space	Regular				
ST-1	REMAKE TOP SECTION	Remake	Floating	653.40	7.50%	702.41	1
ST-2	REMAKE TOP SECTION	Remake	Floating	653.40	7.50%	702.41	1
ST-3	REMAKE TOP SECTION	Remake	Floating	653.40	7.50%	702.41	1
ST-04	Swap Cone	Swap Cone	Floating	653.40	7.50%	702.41	1
ST-05	Remake	Remake	Floating	653.40	7.50%	702.41	1
ST-05.3	nothing	Do nothing green space	Regular				
ST-05.4	No rings	Do nothing green space	Regular				
ST-05.5	No rings	Do nothing green space	Regular				
ST-06	Swap Cone	Swap Cone	Floating	653.40	7.50%	702.41	1
ST-07	REMAKE TOP SECTION	·Remake	Floating	653.40	7.50%	702.41	1
ST8	Remake	remake	Floating	653.40	7.50%	702.41	1
ST-9	Remake	Remake	Floating	653.40	7.50%	702.41	1
ST-10	Swap Cone	Swap Cone	Floating	653.40	7.50%	702.41	1
ST-11	No rings	Do Nothing per Nathan	Regular				
ST-12		Do Nothing per Nathan	Regular				
ST-13	REMAKE	remake	Floating	653.40	7.50%	702.41	1
ST-14	Swap Barrel	Swap Barrel	Floating	653.40	7.50%	702.41	1
ST-15	Swap Barrel	Swap Barrel	Floating	653.40	7.50%	702.41	1
sT-16	Swap Cone	Swap Cone	Floating	653.40	7.50%	702.41	1
ST-17	Swap Cone	swap cone	floating	653.40	7.50%	702.41	1
ST 18	Swap Cone	Do nothing in Green space	Regular				
ST-19	Swap Cone	Swap Cone	Floating	653.40	7.50%	702.41	1
ST-20	Swap Cone	swap cone	Floating	653.40	7.50%	702.41	1
ST-21	No rings	'Do nothing in Green space	Regular				
2A		Remake from Hancock		653.40	7.50%	702.41	1
2B							
2C		Remake		653.40	7.50%	702.41	1
				20,237.50 29			
				<u>Lump sum Hancock Concrete products letter 7661</u> <u>7.50%</u> <u>8235.58</u>			
				28473.07			

Technical Advisory Group Recommendation

Meeting Date: 6/16/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate (\$)
Landwehr Construction, Inc.	
<i>Change Order #2</i>	\$79,632.00
WP-42C.1, Demolition/Renovation, Howard Johnson Hotel, Old Shakey’s Pizza, Fargo Public Schools – Install additional length of helical pier	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Prevouis Project Cost	Revised Project Cost	Project Start	Project Substantial Completion	Comments
Original Contract	\$668,870.00	\$0	\$668,870.00	11-Feb-16	30-May-16	Contract Award to lowest responsive bidder, Landwehr Construction, Inc.
Change Order No. 1	\$138,613.57	\$668,870.00	\$807,483.57	11-Feb-16	16-Jul-16	Abatement of additional asbestos containing materials.
Change Order No. 2	\$79,632.00	\$807,483.57	\$887,115.57	11-Feb-16	16-Jul-16	Installing additional length of helical pier

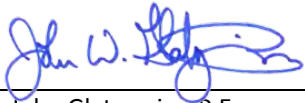
Change Order No. 2 adds \$79,632.00 to the Contract Price to accommodate an additional quantity of helical piers that were necessary to meet the required load and safety factor for the Fargo Public Schools portion of the project.

The helical piers were required to be installed to a predetermined installation torque. As a result of the conditions on the site, many of the piers did not achieve the required installation torque until much deeper than anticipated on the plans. The Engineer of Record reviewed the applicable submittals and approved the final linear feet of piers. The added cost of \$79,632.00 is based on a contracted unit rate. CH2M recommends approval of this Change Order.

ATTACHMENT(S):

Draft Change Order No. 2

Submitted by:



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

June 16, 29016

Date

Keith Berndt, Cass County Administrator
Concur: June 21, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: June 21, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: June 20, 2016 Non-Concur: _____

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

David Overbo, Clay County Engineer
Concur: June 16, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: June 17, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: June 16, 2016 Non-Concur: _____



Change Order No. 02

Date of Issuance:	<u>6/23/2016</u>	Effective Date:	<u>6/23/2016</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42C.1</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>479407</u>
Contractor:	<u>Landwehr Construction, Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42C.1</u>

Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>Demolition – Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools</u>
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The Contract is modified as follows upon execution of this Change Order:

Description:

INSTALL ADDITIONAL LENGTH OF HELICAL PIER

- a. Increase quantity of line item 007, *Adjustment of Helical Pier/Anchor Field Lengths* by 711 linear feet to account for the actual installed quantity and adjust the Contract Price accordingly.

Attachments:

- Change Order 2 Unit Price Schedule dated 6/23/16

DRAFT

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 668,870.00	Original Contract Times: Substantial Completion: <u>May 30, 2016</u> Ready for Final Payment: <u>June 13, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. : 138,613.57	[Increase] [Decrease] from previously approved Change Orders No. 1: Substantial Completion: <u>47 days</u> Ready for Final Payment: <u>47 days</u>
Contract Price prior to this Change Order: 807,483.57	Contract Times prior to this Change Order: Sub. Completion (Shakey's, FPS): <u>May 30, 2016</u> Sub. Completion (Hotel): <u>July 16, 2016</u> Ready for Final Payment: <u>July 30, 2016</u>
[Increase] [Decrease] of this Change Order: 79,632.00	[Increase] [Decrease] of this Change Order: Sub. Completion (Shakey's, FPS): <u>0 days</u> Sub. Completion (Hotel): <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: 887,115.57	Contract Times with all approved Change Orders: Sub. Completion (Shakey's, FPS): <u>May 30, 2016</u> Sub. Completion (Hotel): <u>July 16, 2016</u> Ready for Final Payment: <u>July 30, 2016</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Name: <u>Tyler Smith, P.E.</u>	Name: <u>Darrell Vanyo</u>	Name: <u>Darrell Vanyo</u>	Name: <u>Darrell Vanyo</u>	Name: <u>Nick Linnemann</u>	Name: <u>Nick Linnemann</u>
Title: <u>Construction Manager</u>	Title: <u>Chairman</u>	Title: <u>Chairman</u>	Title: <u>Chairman</u>	Title: <u>Project Manager</u>	Title: <u>Project Manager</u>
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

WP-42C.1
Hojo/Shakey's/Fargo Public Schools Demolition

Change Order 2 Unit Price Schedule
 DATE: 6/23/2016



WP - 42C.1 - Hojo/Shakey's/Fargo Public Schools Demolition													
Item	Description	Unit	Current Budget			Net Change			New Budget				
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT		
0001	Howard Johnson Hotel Demolition	LS	1.00	325,000.00	\$ 325,000.00				1.00	325,000.00	\$ 325,000.00		
0002	Old Shakey's Pizza Demolition	LS	1.00	13,000.00	\$ 13,000.00				1.00	13,000.00	\$ 13,000.00		
0003	Fargo Public School Warehouse Demolition & Renovation	LS	1.00	264,170.00	\$ 264,170.00				1.00	264,170.00	\$ 264,170.00		
0004	Traffic Control	LS	1.00	1,600.00	\$ 1,600.00				1.00	1,600.00	\$ 1,600.00		
0005	Temporary Fence - Safety	LS	1.00	25,800.00	\$ 25,800.00				1.00	25,800.00	\$ 25,800.00		
0006	Over Excavation as directed by Owner's Representative	CY	500.00	17.00	\$ 8,500.00				500.00	17.00	\$ 8,500.00		
0007	Adjustment for Helical Pier/Anchor Field Lengths	LF	275.00	112.00	\$ 30,800.00	711.00	\$ 112.00	\$ 79,632.00	986.00	112.00	\$ 110,432.00		
0008	Additional Asbestos Abatement	LS	1.00	138,613.57	\$ 138,613.57				1.00	138,613.57	\$ 138,613.57		
WP-42C.1 - TOTAL AMOUNT			CURRENT BUDGET			\$ 807,483.57	NET CHANGE			\$ 79,632.00	NEW BUDGET		\$ 887,115.57

Technical Advisory Group Recommendation

Meeting Date: 6/16/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Aconex

Service Agreement and Phase 2 Services Order

\$1,322,146

- Eight year Services Agreement and Service Order for Multi-party platform use on the F-M Flood Diversion Program during design, pre-construction, and construction

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Previous Project Cost	Revised Project Cost	Agreement Execution Date	Project Completion	Comments
Original Agreement	\$1,322,146	0.00	\$1,322,146	23-Jun-16	23-Jun-24	Aconex multi-party document control platform

BACKGROUND:

The Program Management Consultant (PMC) is tasked with implementing an Electronic Data Management System to manage the program record for the FM Metro Flood Diversion Project (Project). During the winter of 2015/2016 the PMC identified several barriers to effective management of the program record and identified Aconex as an efficient and cost effective tool for management. In February 2016 the Diversion Authority (DA) provided concurrence with the PMC’s recommendation to implement Aconex for program record management in a two phase approach.

The PMC has operated under a Phase 1 service order with Aconex to configure Aconex for utilization on the Project with a focus on construction project document processes. A Phase 1 Findings Report documents the scope of those services and measures the successful configuration and implementation of this tool for multiple construction projects. The PMC recommends that the DA continue with the Phase 2 service order with Aconex as the document management tool for the Project based on the results of the evaluation and the following key points:

- Aconex has been adopted by the construction contractors and other project participants and been demonstrated as an effective tool managing construction RFI’s, construction submittals, and invoices.
- The attached Cumulative Project Activity Report demonstrates that participants are accepting and utilizing the tool.
- Utilization of the tool has significantly reduced the level of effort for RFI, submittal, and invoice review by automating the communication in the review process and gives an auditable record with data generated by the automated process to facilitate robust tracking and reporting.

- Demonstrated effectiveness of tool in bid and tender which will support the Public Private Partnership (P3) procurement
- The PMC has invested time in configuration and training, and to develop system guides that unite project management, contract management, deliverables management, in a way that improves our ability to measure and report contract compliance verification and therefore to ensure the scope required for successful delivery is being performed.
- The agreement terms and conditions have been reviewed by the DA’s legal counsel. **Counsel identified and negotiated changes to the duration of the agreement (changed from duration of project to duration of service agreement (8 years), and cancellation of services (services can be cancelled if project is cancelled).**

Additional work will be performed by the PMC during Phase 2 implementation to configure the tool for the P3 contract, and for construction and non-construction related processes. The current schedule for full implementation identifies the following processes or document types to address through configuration:

- Meeting Minutes
- Construction Progress Reports
- Procurement
- Change Management
- Construction Quality Documentation
- Survey Data
- Correspondence Processing
- Design Submittal Review
- Safety Documentation
- Schedule Management and Reporting
- Cost Management and Reporting
- System Administration
- On-Boarding

It is anticipated that the configuration effort by the PMC for the above mentioned items will be complete by October 2016, and that task completion will include preparation of process flow charts, workflow process in Aconex if applicable, a review matrix by project for each process, written procedure, internal PMC and external reports for administration and contract compliance, and training to project participants.

DISCUSSION:

This agreement provides the Aconex document management platform service for a period of 8-years to the DA. This includes a local copy of the program record on a server owned by the DA.

Budget Detail:

Task Number	Activity ID	Total (\$)	Amendment
Years 1 and 2	SW-1150	306,856	Original Contract
Years 3 and 4	SW-1150	306,856	
Years 5 and 6	SW-1150	354,217	
Years 7 and 8	SW-1150	354,217	
Total		1,322,146	

The PMC recommends this cost proposal for 8-years of service for a total commitment of \$1,322,146. This change amount of \$306,856 is **not** included in the FY-2016 FMDA budget.

ATTACHMENT(S):

- Aconex Terms of Service Agreement (revised June 22, 2016)
- Service Order – Phase 2
- Cumulative Project Activity Report

Submitted by:

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

 June 22, 2016
 Date

 Keith Berndt, Cass County Administrator
 Concur: June 22, 2016* Non-Concur: _____

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

 Mark Bittner, Fargo Director of Engineering
 Concur: June 22, 2016* Non-Concur: _____

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

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

 Robert Zimmerman, Moorhead City Engineer
 Concur: June 22, 2016* Non-Concur: _____

 Nathan Boerboom, Diversion Authority Project
 Manager
 Concur: June 22, 2016* Non-Concur: _____

** Per the TAG meeting discussion on June 21, 2016, present members concurred with the recommendation to approve pending completion of legal counsel review. Legal counsel review of the agreement terms and conditions was completed on June 22, 2016.*

ACONEX TERMS OF SERVICE AGREEMENT

(AMERICAS)

This Master Services Agreement is entered into as of the Effective Date 24 June 2016 by and between Aconex (North America) Inc. 250 Montgomery Street, 10th Floor, San Francisco, CA 94104 and the Metro Flood Diversion Authority 211 Ninth Street South, Box 2806, Fargo, ND 58108, and this Agreement will be applicable only for the Services Order for the Fargo Moorhead Flood Diversion Program – Phase 2.

All users of Aconex's cloud-based, collaborative project management and document management software platform and associated services (as more particularly described below, collectively, the "Services") must review and accept this Terms of Service Agreement ("Agreement") prior to using such Services. As more particularly specified in this Agreement, users of the Services are divided into two categories, Paying Organizations and Non-Paying Organizations. A "Paying Organization" is an individual or entity that has executed an Aconex Services Order (defined below) and is responsible for paying fees to Aconex for use of the Services. A "Non-Paying Organization" is an individual or entity that has been invited by a Paying Organization to use the Services in connection with a collaborative project. Some provisions of this Agreement apply only to Paying Organizations, some provisions apply only to Non-Paying Organizations. As a result, this Agreement has been separated into two parts that contain those provisions applicable to Paying Organizations and those applicable to Non-Paying Organizations. If you are unsure whether you or your organization is a Paying or Non-Paying Organization, or you have other questions about this Agreement, please contact Aconex's Legal Department by either calling 1-888-5-ACONEX within North America or by sending an email addressed to legal@aconex.com (worldwide), prior to using the Services. You and the organization you are representing (hereinafter collectively, "you" or "Client") may not use the Services without first accepting this Agreement. Your organization's acceptance will be deemed to occur on the earlier of the following events: (a) if your organization is a Paying Organization, upon its execution of the applicable Services Order, (b) your clicking the online "Accept" button below, or (c) your organization's use of the Services. You should print or otherwise save a copy of this Agreement for your records.

Irrespective of whether an Aconex customer is a Paying Organization or a Non-Paying Organization, Aconex's policy is to provide equal rights and protections with respect to the data that is uploaded or stored by such customer in connection with their use of the Services.

As more particularly described below, the following protections are provided by Aconex to Paying Organizations and Non-Paying Organizations alike:

- Ownership rights do not change when data is uploaded and stored on Aconex-controlled systems.
- Aconex will, in all cases, provide at least 14 days' notice before terminating the Services of a Non-Paying Organization, to allow the individual or organization to preserve continuity of access to the Services, such as to enable the Non-Paying Organization to become a Paying Organization, or by allowing an organization to purchase data archive services or a copy of their data from Aconex.
- Upon termination of the Services, Aconex will retain an organization's data for a minimum of 12 calendar months from the date of termination ("Retention Period"). During the Retention Period, the individual or organization may purchase data archive services or a copy of their data from Aconex.
- Aconex will use commercially reasonable efforts to limit Platform Downtime to less than sixty-six (66) minutes during either Business Hours or After Hours (each defined below).

The following provisions operate differently depending on whether Client is a Paying Organization or a Non-Paying Organization. As more particularly defined below, Client is a Paying Organization in connection with a particular Project when it has executed an Aconex Services Order in connection with that Project, or has otherwise committed to paying fees to Aconex for the Services delivered in connection with that Project. Please note that a particular organization may be a Paying Organization on one project, and a Non-Paying Organization on another.

PROVISIONS APPLICABLE TO PAYING ORGANIZATIONS

1. DEFINITIONS

The capitalized terms set forth below shall have the following meanings for the purposes of this Agreement:

1.1. "Acceptable Use Policy" means the Aconex Acceptable Use Policy applicable to the Services, which is available for review and download on the Platform login page and the Aconex corporate web site.

- 1.2. "Aconex"** means the Aconex-affiliated entity specified on the Services Order or if none, Aconex (North America) Inc., a company incorporated in the State of New York, and, unless expressly included in the Agreement, excludes any Aconex Affiliates.
- 1.3. "Aconex Affiliate"** means (a) Aconex Limited (ABN 49 091 376 091), a company incorporated in Australia; (b) any entity controlling or controlled by Aconex Limited; and (c) any entity under common control with Aconex Limited, for so long as such common control continues to exist, where control means ownership either directly or indirectly of not less than 50% of the voting shares.
- 1.4. "Client"** means CH2M HILL, INC. While CH2M Hill, Inc. is the entity entering into this Agreement, the intent of the parties is that future Services Orders entered into by the Client or its business units, groups, divisions, subsidiaries, joint ventures and affiliates, and all of the business units, groups, divisions, subsidiary, joint ventures, and affiliates of its parent company, CH2M HILL Companies, Ltd. will be subject to these terms and conditions.
- 1.5. "Client Affiliate"** means any entity that directly or indirectly controls, is under common control, or is controlled by Client. For purposes hereof, "control" shall mean, with respect to any entity, the legal, beneficial, or equitable ownership directly or indirectly, of greater than fifty percent (50%) of the voting securities or other equity interest, or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction.
- 1.6. "Aconex Reseller"** means an entity authorized by Aconex to market, sell, offer or deliver some or all of the Services.
- 1.7. "Business Day"** means a day that is not a Saturday, Sunday or holiday observed by Aconex in the United States.
- 1.8. "Client Data"** means data related to a Project that the Paying Organization uploads to or transmits via the Platform and includes first level metadata (such as the time, date, distribution parties relating to a specific document or item of correspondence on any Hosted Platform) but excludes secondary metadata (such as the structure of database tables within the Platform code and folder structures established on the Platform).
- 1.9. "Confidential Information"** means any non-public information disclosed by either Party to the other Party in writing pursuant to this Agreement, which is designated as "confidential" or "proprietary" (or with a similar legend), or that is disclosed orally and confirmed in writing as confidential within a reasonable time. Even if not so marked, the Parties agree that Client Data, any non-public components of the Platform and Services, and the terms of this Agreement (including, without limitation, any Services Order) are Confidential Information.
- 1.10. "Data Archive"** means the Optional Services Aconex offers relating to the continued preservation and access to Client Data following termination of a Project or termination of Services, as described in Sections 3.2.1 and 3.2.2.
- 1.11. "Effective Date"** means the earlier of the date the Paying Organization accepts this Agreement or the date stipulated in the Services Order.
- 1.12. "Fees"** means the amounts(s) payable by a Paying Organization to Aconex pursuant to this Agreement for all the Paying Organization's and all Non-Paying Organizations' access to and use of the Services with respect to a Project, as specified in the applicable Services Order and this Agreement. Fees may be payable on a one time basis (e.g., implementation fees for configuring and deploying the Services or a lump sum payable in advance use of the Services) or on a recurring basis (e.g., monthly or other periodic fees for use of the Services), or any other basis agreed upon in writing by Aconex and the Paying Organization.
- 1.13. "Force Majeure Event"** means any forces of nature, disruptions to the internet infrastructure, public bandwidth shortages, industrial action, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemics, lock-outs, strikes and action or inaction by a government agency (including any quasi-government agency) which causes a Party to be prevented or delayed in performing its obligations.
- 1.14. "Gross Negligence"** means a grossly negligent act or omission that arises due to a wilful and reckless disregard of an obvious risk by the negligent party in circumstances where the relevant act or omission is clearly a substantial departure from the standard of care that would ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances as the negligent person
- 1.15. "Intellectual Property Rights"** means patents, copyrights, trademarks, trade secrets, and all other proprietary rights recognized in any jurisdiction worldwide, and all applications and registrations therefore.
- 1.16. "Materials"** means all manuals, data, documents, and information that are prepared, written, made accessible, provided or developed by Aconex or its licensors in connection with the Services, including help desk and technical support documentation.

1.17. "Monthly Fee" means the monthly Fee(s) for Services as specified in any Services Order. If (a) the Fees for any Services are partly or fully payable up front, or (b) the Fee(s) for any Services are partly or fully payable on a periodic basis other than monthly, then in both cases Monthly Fee means the amount calculated by dividing the total Fees by the number of months covered by the Services Order.

1.18. "Non-Paying Organization" means any organization that is invited and/or authorized by the Paying Organization to use the Services with respect to a Project by the Paying Organization, has accepted this Agreement and is not required under a Services Order to pay Aconex or an Aconex Reseller for access to and use of the Services.

1.19. "Optional Services" means the services specified in Section 3.2.

1.20. "Party" means either Aconex or the Paying Organization as the context dictates, and "Parties" means Aconex and the Paying Organization, as the context dictates.

1.21. "Paying Organization" means the entity specified as the contracting party (other than Aconex) in a Services Order, or if no Services Order was executed, the entity delivering a purchase order for Services, as described in Section 18.12.

1.22. "Platform" means the object code version of the computer software application(s) owned by or licensed to Aconex that is made available by Aconex or its agents to Paying and Non-Paying Organizations in connection with this Agreement, together with any associated Materials. The Platform also includes any upgrades, improvements, bug fixes, new versions and/or derivative works of such software or Materials.

1.23. "Platform License" means each license to access and use the Platform granted to the Paying Organization under this Agreement.

1.24. "Price List" means Aconex's standard price list for Services provided directly to its customers, as may be changed from time to time at Aconex's discretion and which is available from Aconex.

1.25. "Privacy Policy" means the Aconex Privacy Policy, which is applicable to data received by Aconex from Aconex customers and users of its web sites, and which is available for review and download on the Platform login page and the Aconex corporate web site.

1.26. "Project" means the collaborative project identified by the Paying Organization in the Services Order, subject to the scope and/or any other limitations specified in such Services Order

1.27. "PST" means Pacific Standard Time.

1.28. "Services Order" means an Aconex-approved order form with respect to a Project that is executed by Aconex or an Aconex Reseller and a Paying Organization that relates to the provision of the Platform and Services by Aconex or its agents to the Paying Organization and all Non-Paying Organizations under this Agreement. Each Services Order is incorporated into this Agreement by this reference. Notwithstanding the foregoing, the Services Order may also form a separate agreement between a Paying Organization and an Aconex Reseller, e.g., with respect to payment terms, etc. ("Extraneous Terms"). Extraneous Terms are not incorporated into this Agreement.

1.29. "Services" means the Platform and the associated services described in Section 3.

1.30. "Wilful Misconduct" means:

(a) an act or omission by a Party or any of its Personnel which is carried out intentionally or in wanton or reckless disregard, which act or omission the Party or its Personnel executing or authorising such act or omission, knew or ought reasonably to have known:

(i) was wrongful; or

(ii) failed to meet the standard of care which a reasonable person in the position of that Party or its Personnel would have exercised,

and which would be likely have harmful consequences for the other Party, but does not mean any innocent act, omission, mistake or error of judgement, by a Party or any of its Personnel acting in good faith.

2. TERM

~~The term will be for the duration Unless otherwise specified in a Services Order, the term of Services applicable to a Project will be tied to the duration of the Project.~~ The term of Services applicable to a Project commences upon the Paying Organization's execution of the Services Order ~~or equivalent commitment delivered in the manner specified in Section 18.12.~~

Unless terminated earlier by either Party as permitted under this Agreement, the Service term applicable to a Project will expire ~~upon the earlier of the completion or termination of the Project, or~~ in accordance with the terms of the Services Order. Notwithstanding the foregoing, in the event that Client purchases online data archive Services described in Section 3.2.1, then the term of this Agreement shall be extended for the duration of Client's receipt of such Services.

3. SERVICES

3.1. Standard Services and Delivery Schedule. In consideration of the Paying Organization's timely payment of all applicable Fees and compliance with the terms and conditions of this Agreement, Aconex will, during the applicable service term, provide the Paying Organization and all Non-Paying Organizations with those of the following Services ("Standard Services") as are specified in the Services Order, pursuant to the terms and conditions of this Agreement. Optional Services may also be requested from Aconex, which if accepted by Aconex, will be subject to the payment of additional Fees and may be subject to a separate Services Order, at Aconex's option. Aconex will use commercially reasonable efforts to provide the Services according to any schedule agreed in the Services Order.

3.1.1. Platform License. A non-exclusive, non-transferable, restricted Platform License for the term specified in Section 2, to access and use the functionality available within the modules of the Platform expressly included in the Services Order (subject to any restrictions specified in the Services Order) solely in support of the Project, within the scope specified in the Services Order, and in accordance with and subject to any specifications set forth in the Materials.

3.1.2. Hosting Services. Making the Platform available for use via the public Internet, including unlimited data transmission by the Paying Organization and all Non-Paying Organizations to and from the Platform (subject to limitations set out in the Acceptable Use Policy), and unlimited storage of Client Data related to the Project during the applicable term of Services.

3.1.3. Implementation Services. One or more group sessions with key stakeholders (designated by the Paying Organization, acting reasonably and taking into account Aconex's suggestions) who have primary responsibility for the success of the Project, or their designees, to define critical parameters for use of the Services, resulting in the preparation of a "Project Instruction" document which summarizes how the Paying Organization and all Non-Paying Organizations should use the Platform with respect to the Project, and includes guidelines for establishing appropriate Project processes such as document numbering conventions and version control rules.

3.1.4. Training Services. The provision of one-to-many training modules delivered over the Internet or at a designated site, which site must be approved by Aconex in advance. In the event that Client requests that training be provided at a designated site (other than Aconex's offices) and Aconex agrees, the Paying Organization will reimburse Aconex for its reasonable travel and living expenses actually incurred in delivering such training. All travel and living expenses will need to be listed on the Aconex Service Order and CH2M will provide an approved purchase order prior to training services being provided.

3.1.5. Maintenance and Support Services. Email and telephone help desk support provided to designated Paying Organization personnel, to assist the Paying Organization's end users to access and use the Platform on a 24/7 basis, provided in English and any other languages specified in the Services Order. Also included is access to a web-based support center (English only) and maintenance updates and improvements to the Platform.

3.2. Optional Services.

3.2.1. Online Data Archive. Following completion of a Project or termination of Services applicable to a Project, provided that such termination was not attributable to the Paying Organization's material breach, the Paying Organization may purchase a Platform License to access the Platform and use the functionality available on the Platform with respect to a Project in the manner specified in Section 3.1.1, except that the Paying Organization may not: (1) instruct Aconex to grant Non-Paying Organizations access to the Platform with respect to such data; (2) add new users; (3) share, transmit or send such data to other organizations; or (4) use the Platform to collaborate with users outside of the Paying Organization's organization, with respect to such Project.

3.2.2. Offline Data Archive. Following completion of a Project or termination of Services applicable to a Project, provided that such termination was not attributable to the Paying Organization's material breach, the Paying Organization may purchase a copy of the Client Data from the Project specified on the Services Order, on a digital media and in a format that may be viewed using the software applications that created the files that make up the Client Data.

3.2.3. Fax line. Installation and configuration of an inbound and outbound fax capability.

3.2.4. Local Copy Services. A restricted license to use the Aconex local copy utility (Local Copy) for one nominated Paying Organization user. For the duration of the Project, Local Copy will incrementally transmit a copy of the Paying Organization's Client Data to an accessible network location designated by the Paying Organization.

3.2.5. Other Services. Any products or services, other than the Services specified in this Section, that Aconex makes available to its customers for a fee.

3.3. Cancelling Services Provided that it has complied with Section 6 (Fees) at the date of cancellation, the Paying Organization may cancel the Services specified in a Services Order at any time upon 90 days' prior written notice to Aconex in the event that, for reasons outside of the Paying Organization's control, the project is permanently cancelled, which notice must be delivered to Aconex within the first 90 days of the initiation of such Services in which case the Paying Organization will be responsible for payment of fees invoiced prior to the effective date of cancellation.

3.3.3.4. The Paying Organization's Responsibilities

3.3.1-3.4.1. Confidentiality of Username and Password. The Paying Organization is responsible for maintaining the confidentiality of the access credentials (e.g., username and password) used by it and/or its end users to access the Services and agrees that it will not share access credentials among users or disclose those credentials to any third party.

3.3.2-3.4.2. Use of Data. The Paying Organization acknowledges that by transmitting and receiving data to and from the Platform, the Paying Organization is making information available for the use of the other authorized users of the Platform that are participating in the Project ("Project Participants") and the retraction of such information may negatively affect those Project Participants. Aconex may, as a condition to complying with any request to retract or delete data from the Platform, require the Paying Organization to comply with Aconex's reasonable risk mitigation requirements.

3.3.3-3.4.3. Other Obligations. The Paying Organization understands and acknowledges that Aconex's ability to provide the Services is dependent on the Paying Organization and each Non-Paying Organization undertaking any agreed or necessary obligations required to facilitate the delivery of the Services. The Paying Organization acknowledges that failure to perform any such obligations may result in a failure to receive Services, which shall not relieve the Paying Organization of any obligation to pay Fees.

4. CLIENT DATA

4.1. Ownership. The Paying Organization retains all of its right, title and interest in and to its Client Data, and ownership of such Client Data shall not be transferred to Aconex under this Agreement.

4.2. Right to Use. The Paying Organization grants Aconex a nonexclusive license to use Client Data to deliver Services to authorized users of the Platform, solely in connection with the Project. The Paying Organization further grants Aconex a nonexclusive, worldwide, perpetual license to use Platform usage data (such as, by way of example and not by way of limitation, numbers of documents uploaded) in an aggregated form that does not identify individual persons or organizations, in order to compile statistics regarding use of the Services and/or to improve the Services.

4.3. Data Archives. Upon termination of the Services, Aconex will retain the Paying Organization's data for a minimum of 12 calendar months from the date of termination ("Retention Period"). Provided that the termination of Services is not attributable to the Paying Organization's material breach, the Paying Organization may, during the Retention Period, purchase Data Archive services, subject to its payment of fees to Aconex at the rates specified in the Services Order (or if no rates are specified in the Services Order, the fees specified in the Price List). Aconex will not be liable for any damages of any kind in connection with its decision to not retain Client Data after the expiration of the Retention Period.

4.4. Warranty regarding Client Data and Use of the Services. The Paying Organization warrants that (a) it has appropriate and sufficient rights in Client Data, and (b) neither Aconex's use, processing and/or storage of Client Data in accordance with this Agreement nor the Paying Organization's use of Client Data as contemplated hereunder will violate applicable laws or this Agreement. Aconex is not obligated to screen Client Data, although Aconex reserves the right to screen Client Data and to suspend access to Client Data without warning that Aconex reasonably considers may breach this Agreement or any applicable law. Aconex will notify the Paying Organization as soon as practicable if Aconex suspends access to any Client Data and will restore access to such Client Data as soon as, in Aconex's reasonable opinion, doing so would not place Aconex at risk of loss or damage. Aconex is not liable for any damage or loss caused by Aconex's decision to suspend access to Client Data. The Paying Organization is entirely responsible for the content and delivery of Client Data, including without limitation, the accuracy, usefulness, timeliness and completeness of Client Data. The Paying Organization is responsible for ensuring Client Data is correctly addressed and on-time and does not represent a breach of any obligations to a third party or of law.

5. PLATFORM SERVICE CREDITS

The credits specified in the table below are, to the extent permitted by law, the Paying Organization's sole and exclusive remedy with respect to any unavailability of the Platform. Aconex will meet or exceed an availability service level of 99.85%.

Business Hours		After Hours	
Between 9:00 am and 5:00 pm (PST or Relevant Location) Monday to Saturday during a calendar month.		Between 5:00 pm and 9:00 am (PST or Relevant Location) Monday to Saturday and 00:00 to 24:00 on Sundays during a calendar month.	
Downtime During Business Hours ("DBH") (minutes)	Credit as a % of the Relevant Monthly Fee	Downtime After Hours ("DAH") (minutes)	Credit as a % of the Relevant Monthly Fee
Less than 66	0%	Less than 66	0%
66 to 668	2%	66 to 668	0%
669 to 1337	5%	669 to 1337	0%
1338 to 4463	8%	1338 to 4463	2%
4464 or greater	12%	4464 or greater	5%

Downtime shall be calculated on a calendar month basis, in accordance with the following 2 formulae:

$$DBH = TDBH - E$$

$$DAH = TDAH - E$$

Relevant Location' means the relevant location of the Platform, if the Services Order specifies a location other than the United States.

The following additional terms and conditions apply to this Section: Downtime: Aconex will test the Platform to assess uptime every 3 minutes. "Downtime" means the period beginning at the time the Platform does not give a valid response to 2 consecutive Aconex tests and continues until the Platform returns a valid response. TDBH: "TDBH" means total Downtime during Business Hours in a calendar month; TDAH: "TDAH" means total Downtime After Hours in a calendar month; E: "E" means excusable downtime which includes all of the following: (i) Downtime of an aggregate total of 30 minutes in any two-week period necessary to conduct regular software and hardware updates to the Platform, including bug fixes and patches; (ii) Downtime which is out of Aconex's control due to a Force Majeure Event and the first 30 minutes of any emergency, and; (iii) Downtime required as a result of a critical security breach. Any credit available to a Paying Organization under this Section will be calculated as a proportion of the Monthly Fee and be applied against the Fees payable for the month following the month in which the triggering Downtime occurred. The Paying Organization must claim any credit by sending notice of the same to Aconex within 10 Business Days of the end of the calendar month in which the Downtime occurred. Aconex is not required to provide a credit for Downtime claims that are not presented in writing within the time limit specified above. In the event that Fees are not payable by the Paying Organization, Aconex will provide an equivalent credit note.

6. FEES, PAYMENT TERMS AND INSPECTION

6.1. Fees. The Paying Organization shall pay Fees to Aconex for use of the Services in accordance with the following terms of payment: (a) in advance, and in accordance with any payment schedule contained in the Services Order or as otherwise specified in Section 18.12; (b) by the means and to the bank account stipulated on the invoice; (c) within 60 calendar days of the date CH2M receives Aconex's non-disputed invoice. Except as expressly specified in a Services Order, all Fees shall be non-refundable. All invoices to be sent to the "bill to" email address or physical address on the purchase order provided to Aconex by the Paying Organization.

6.2. Disputed Invoices. If the Paying Organization in good faith disputes the whole or any portion of the amount claimed in an invoice submitted by Aconex, Aconex will cancel the original invoice and re-issue a new invoice for the undisputed amount. . If it is resolved that some or all of the amount in dispute ought properly to have been paid, then Aconex will re-issue a second invoice for the disputed amount for payment by the Paying Organization.

6.3. Change in Scope or Law. Without prejudice to any other rights Aconex may have in the circumstances, if the Paying Organization is, in Aconex's reasonable discretion, using the Services outside of the scope identified in a Services Order, or outside the Scope of the Project, or if the scope of a Project materially increases, or there is a change in the law that materially affects Aconex's cost of delivering the Services, Aconex may charge the Paying Organization additional Fees for use of the Services, which additional Fees shall be proportional to the additional scope of use or increased cost, as determined in Aconex's sole reasonable judgment. If the Paying Organization objects to such increased Fees, then Aconex may at its discretion, either (a) require the Paying Organization to discontinue any excess or prohibited use of the Services, or (b) terminate all Services specified under this Agreement on not less than 30 days' written notice to the Paying Organization. Any and all services provided to CH2M must be approved and a valid purchase order provided to Aconex before any additional services are performed.

6.4. Taxes. (a) Aconex will bear and pay all applicable taxes of any country, including any political subdivision of any of them, if the tax is based on or measured by Aconex's gross receipts or net income, or payment of which is required to maintain a legal existence or a general right to transact business within the taxing jurisdiction, or based on Aconex's payroll or personal property used or consumed in the provision of the Services (b) Paying Organization agrees to pay all other taxes,

including without limitation any value added tax and sales and use tax (including any gross receipts tax imposed similar to a sales and use tax, including withholding tax) imposed by any foreign, national, state or local taxing authority with respect to Aconex's delivery or Paying Organization's or Non-Paying Organizations' receipt of the Services and or the payment of Fees under this Agreement. If Aconex is required to collect any value added tax or sales and use tax on behalf of any taxing jurisdiction, Aconex will provide to the Paying Organization invoices which separately state and clearly indicate the amount of tax, and the Paying Organization will remit any such tax to Aconex. The parties will cooperate in good faith to minimize such tax to the extent legally permissible.

6.5. Currency. Unless otherwise specified in the Services Order, all amounts specified to be paid under this Agreement shall be in US Dollars.

7. INSPECTION.

On reasonable notice and not more than once annually, the Paying Organization will allow an independent third party selected by Aconex and reasonably acceptable to the Paying Organization to verify that it is using the Platform solely in connection with the Project, and is not otherwise using the Service in a manner that violates this Agreement (each, an "Inspection"). The Paying Organization shall reasonably cooperate with each Inspection and shall provide access to relevant documentation and records, for the purpose of confirming its compliance with the terms of this Agreement. Any information disclosed by the Paying Organization in connection with an Inspection shall be Confidential Information, except to the limited extent necessary for Aconex to enforce its rights under this Agreement.

8. ACCEPTABLE USE OF SERVICES

The Paying Organization and its end users shall use the Services solely in accordance with this Agreement, all applicable laws and the Acceptable Use Policy. Aconex may modify the Acceptable Use Policy at its sole discretion and such modifications shall be effective upon their publication on the Platform or Aconex's web site. If there is any conflict between the Acceptable Use Policy and this Agreement, then the Acceptable Use Policy shall take precedence.

9. CONFIDENTIALITY

9.1. Obligation. Both Parties acknowledge that Confidential Information disclosed by either Party pursuant to this Agreement may constitute valuable trade secrets of the disclosing Party. Each Party agrees to use the other Party's Confidential Information solely in accordance with the provisions of this Agreement and not to disclose, or permit to be disclosed, either directly or indirectly, such Confidential Information to any third party, without the disclosing Party's prior written consent. Each Party shall use strict measures to protect the secrecy and avoid disclosure or unauthorized use of the other Party's Confidential Information. Each Party shall exercise the same degree of care to prevent disclosure of the other Party's Confidential Information as it takes to preserve and safeguard its own Confidential Information, but in any event, no less than a reasonable degree of care. For clarity, confidential information shall include all Personal Data and all Client Data.

9.2. Exceptions. Notwithstanding the foregoing, neither Party will be in breach of this provision in circumstances where: (a) the Party is legally compelled to disclose the other Party's Confidential Information; (b) the information is already in the public domain through no fault of the receiving Party; (c) the information is in the disclosing Party's possession without a duty of confidentiality at the date of disclosure; (d) information has been independently developed by the recipient without benefit of the disclosing Party's Confidential Information; (e) the disclosing Party discloses the terms of this Agreement to its professional advisors, financiers, prospective financiers or partners or agents; or (e) where Aconex identifies the Paying Organization as a Platform customer. Aconex may communicate the existence of this Agreement as required under the rules of the Australian Securities Exchange. Nothing shall prevent the Paying Client from disclosing the terms or pricing under this Agreement to any governmental authority and/or its respective agent(s) (e.g., the Defence Contract Audit Agency) as required by law or regulation or pursuant to any client audit. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's Consultants, agents, auditors, and affiliates (collectively, the "Recipient Parties") who agree to maintain its confidential nature in a manner no less restrictive than contained herein and provided that recipient agrees to be responsible for a breach of confidentiality by any of the Recipient Parties. If either Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose disclosing Party's confidential information, recipient shall, unless prohibited by law, provide prompt written notice to disclosing Party of such demand in order to permit it to seek a protective order. So long as recipient gives notice as provided herein, recipient shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter

10. DATA STORAGE AND PRIVACY

10.1. Use of Client PII. In the course of receiving the Services under this Agreement, the Paying Organization may disclose to Aconex personally identifiable information about the Paying Organization's employees, directors, officers, customers or suppliers, and/or other users of the Services (collectively "Client PII"). Aconex may also otherwise be provided with access to Client PII in the course of delivering the Services. The Paying Organization is responsible for confirming that its disclosure and/or provision of Client PII to Aconex, and Aconex's possession, storage and/or use of such Client PII in the manner contemplated under this Agreement is permissible under all applicable data processing laws and regulations. Without prejudice to the foregoing, the Paying Organization acknowledges that Aconex may process Client PII for purposes connected with this

Agreement, to conduct its business relationship with the Paying Organization and for the relevant and limited purposes specified in the Privacy Policy. Aconex will act only as a data processor and will not re-use or re-disclose Client PII for unrelated purposes. Aconex will use commercially reasonable efforts to protect Client PII from loss, destruction or unauthorized use or access, utilizing technical, physical and administrative security measures consistent with industry standards. The Paying Organization shall obtain the consent of each individual to whom such Client PII relates prior to disclosing such information to Aconex, and such consent shall include adequate authorization for Aconex and Aconex Affiliates to process, use and disclose such Client PII in the manner contemplated under the Agreement.

10.2. Transfer and Storage of Client Data. Due to the global nature of its business, Aconex may, for the purposes contemplated under this Agreement, transfer or store Client Data (including, without limitation, Client PII) in and to any country in which Aconex operates, subject to its compliance with applicable laws and this Agreement. The Paying Organization agrees to such transfer in its own right and on behalf of those individuals and entities from whom it collected such Client Data and/or Client PII.

10.3. Location of Client Data. Aconex will store Client Data in the United States, unless the Services Order specifies another location. Nothing in this Section prevents Aconex from changing the location for storing Client Data within the United States. If the Project Services Order (or other similar document) specifies a Platform instance in another country for storage of Client Data, Client Data will be stored in that country, subject to data being stored on the disaster recovery site in Australia.

10.4. User Communications. Aconex reserves the right to communicate with end users of the Services regarding matters relating to system usage, administration and support.

11. INTELLECTUAL PROPERTY RIGHTS

Aconex and its licensors own all right, title and interest in and to the Platform and Services, including all Intellectual Property Rights therein and thereto, and any Materials or software or other inventions that may be developed or discovered by Aconex in connection with the Services. Except for the Platform License, no transfer of any Intellectual Property Rights will occur in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, Aconex has and retains the exclusive right to own, use and disclose, in the course of its business, all feedback provided by the Paying Organization with respect to the Services and Platform.

12. SUSPENSION OF SERVICES

Without affecting any other rights and obligations available to Aconex under this Agreement or at law or equity (including a right of termination and a right to claim damages), Aconex may suspend the Platform License and delivery of any or all of the Services if the Paying Organization continues to fail to pay any overdue amounts owed to Aconex under this Agreement, following receipt of written notice from Aconex of such delinquency. In the event that Services are suspended under this Section, then, as a condition of reinstating such Services, Aconex may require the Paying Organization to pay a reconnection fee and/or require the payment of all future Fees in advance. Aconex is required to provide written notification if Paying Organization is delinquent of payment prior to suspension of services for non-payment.

13. LIMITED WARRANTY AND DISCLAIMERS

13.1. Limited Warranty. Aconex warrants to the Paying Organization that it will use reasonable professional skill and care, consistent with industry standards, in providing all Services. Aconex's sole liability and the Paying Organization's sole and exclusive remedy for any breach of the warranty specified in this Section will be for Aconex to re-perform such Services.

13.2. Disclaimers. THE PAYING ORGANIZATION ASSUMES ALL RESPONSIBILITY FOR ITS SELECTION OF THE PLATFORM TO ACHIEVE ITS INTENDED RESULTS, FOR THE USE OF AND RESULTS OBTAINED FROM THE PLATFORM, AND FOR TAKING APPROPRIATE MEASURES TO PREVENT LOSS OF DATA. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACONEX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ACONEX DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL BE AVAILABLE WITHOUT INTERRUPTION. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACONEX WILL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL LOSS, OR OTHER DAMAGES (INCLUDING LOSS OF PROFIT, INTEREST, REVENUE, BUSINESS, GOODWILL, SAVINGS OR ANTICIPATED PROFIT OR ANY LOSS OF OR DAMAGE TO ANY CLIENT DATA, OR LOSS OF OR INTERRUPTION TO CLIENT'S BUSINESS), IN EACH CASE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE PROVISION OF THE PLATFORM OR THE SERVICES INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE CAUSED BY A COMPUTER VIRUS OR OTHER MALWARE, AND IN EACH CASE REGARDLESS OF WHETHER ACONEX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT OR OTHER, UNDER NO CIRCUMSTANCES WILL ACONEX'S (INCLUDING ITS OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES AND AGENTS): ACONEX'S AGGREGATE

LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE PAYING ORGANIZATION TO ACONEX UNDER THIS AGREEMENT THROUGH THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY IN THIS CLAUSE DOES NOT APPLY TO ANY LIABILITY OF ACONEX FOR OR IN RESPECT OF ANY GROSS NEGLIGENCE OR WILFUL MISCONDUCT BY ACONEX OR DISCLOSURE OF CONFIDENTIAL INFORMATION AS COVERED IN THE AGREEMENT

15. INDEMNITIES

15.1. Aconex Indemnity.

15.1.1. Obligation. Aconex shall defend, indemnify and hold the Paying Organization harmless from and against damages, costs, liabilities, and expenses, including reasonable attorney's fees, incurred in connection with any third party claim alleging that the Platform or Services, when used within the scope of this agreement, infringes any third party's IP rights. Aconex shall pay any final judgments awarded or settlements entered into to resolve such claim, action or proceeding; provided that the Paying Organization provides Aconex with: (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim; and (iii) all necessary information and assistance (at Aconex's reasonable expense) to defend and/or settle such claim. The Paying Organization may participate in the defense of a claim asserted hereunder after Aconex has assumed the defense or settlement, provided that the Paying Organization shall bear any legal fees and expenses or other costs it incurs in so participating. Aconex shall not be liable for any costs or expenses incurred by the Paying Organization when acting without Aconex's prior written authorization. Aconex may not settle or compromise any claim under this Section that requires the Paying Organization to admit liability or pay any money without the Paying Organization's prior written consent, which consent shall not be unreasonably withheld or delayed.

15.1.2. Limit on Indemnity. Notwithstanding the foregoing, Aconex will have no liability for infringement claims arising from: (i) combination of the Services with other software or products not provided by Aconex, if the infringement would not have occurred if the Services had not been so combined; (ii) any modification of the Services, in whole or in part, by anyone other than Aconex, if the infringement would not have occurred but for such modification; or (iii) use by the Paying Organization of any specified release of the Platform after Aconex notifies the Paying Organization that continued use may subject the Paying Organization to such claim of infringement, provided Aconex provides the Paying Organization with a replacement release.

15.1.3. Replacement Services. If any portion of the Services is held, or in Aconex's opinion is likely to be held, to infringe or misappropriate a third party's Intellectual Property Rights, or use of the Services is otherwise enjoined, then Aconex may at its sole option and expense, within a commercially reasonable period of time: (i) procure for the Paying Organization the right to continue using the Services; (ii) replace the Services with a non-infringing solution without material decrease in functionality; or (iii) in the event that neither of the foregoing is reasonably practicable in Aconex's judgment, terminate the Platform License and/or this Agreement and refund any Fees pre-paid by the Paying Organization with respect to future delivery of the terminated portion of the Services.

15.1.4. Entire Liability. THIS SECTION STATES THE ENTIRE LIABILITY AND OBLIGATION OF ACONEX, AND THE SOLE AND EXCLUSIVE REMEDY OF THE PAYING ORGANIZATION, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE PAYING ORGANIZATION'S USE OF THE SERVICES

15.2. Paying Organization Indemnity. The Paying Organization shall defend or at its option settle any third party claim, action or proceeding brought against Aconex, any Aconex Affiliate alleging that (a) the Paying Organization has breached any law or regulation in its use of the Services, Client Data, or Client PII, or (b) the Paying Organization has misused any Client Data or Client PII or infringed any third party's Intellectual Property Rights in its use of the Client Data or Client PII, and the Paying Organization shall pay any final judgments awarded or settlements entered into to resolve such claim, action or proceeding; provided that Aconex provides the Paying Organization with: (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim; and (iii) all necessary information and assistance (at the Paying Organization's reasonable expense) to defend and/or settle such claim. Aconex may participate in the defense of a claim asserted hereunder after the Paying Organization has assumed the defense or settlement, provided that Aconex shall bear any legal fees and expenses or other costs it incurs in so participating. The Paying Organization shall not be liable for any costs or expenses incurred by Aconex when acting without the Paying Organization's prior written authorization. the Paying Organization may not settle or compromise any claim under this Section that requires Aconex to admit liability or pay any money without Aconex's prior written consent, which consent shall not be unreasonably withheld or delayed.

16. TERMINATION

16.1. Termination for Material Breach. Either Party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and where such breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice from the other Party. Aconex may also immediately terminate this Agreement if the Paying Organization's access to the Services has been suspended under Section 12 (Suspension of Services) and the Paying Organization has not, in Aconex's sole judgment made a reasonable attempt to promptly resolve the basis for such suspension. Without prejudice to the foregoing, the parties agree a failure by the Paying Organization to pay Fees when due constitutes a material breach of this Agreement.

16.2. Termination for Insolvency. Either party may terminate this Agreement by notice in writing if: (a) the other party is unable to pay its debts as and when they become due or becomes, threatens or resolves to become or is in jeopardy of becoming insolvent or subject to an order, proceedings or resolution for liquidation or dissolution (unless for the purposes of amalgamation or reconstruction,) or entering into a compromise or arrangement with, or assignment for the benefit of any of its members or creditors; or (b) the other party, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; .

16.3. Effect of Termination. On termination of this Agreement: (a) the Paying Organization will pay to Aconex all outstanding amounts under the Agreement; (b) the Paying Organization's Platform License shall automatically terminate and the Paying Organization shall immediately cease using the Platform; and (c) the Paying Organization shall return any Materials and Aconex Confidential Information to Aconex or comply with Aconex's instructions for the destruction of such Materials and Confidential Information. At Aconex's request, the Paying Organization will provide written confirmation certifying that all Materials and Aconex Confidential Information in its possession have been returned or destroyed. The termination of this Agreement shall not relieve the Paying Organization of its obligation to pay any Fees or other amounts owed to Aconex under this Agreement prior to the date of such termination.

16.1. Survival. Sections 3.4.2, 4, 6.1, 6.4, 7, 9, 10, 11, 13.2, 14, 15, 16.3, 16.4, 17, 18 and 19 of this Agreement shall survive termination, howsoever occurring.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles and the Parties submit to the exclusive jurisdiction of the state and federal courts located in the District of New York, and any court that may hear appeals from any of those courts, for any proceedings initiated or pursued in connection with this Agreement, and waive any right they may have to claim that those courts are an inconvenient forum.

17.2. Injunctive Relief. Notwithstanding the foregoing, if either Party breaches, or threatens to breach the provisions of this Agreement concerning Confidential Information or Intellectual Property Rights, each Party agrees that the non breaching Party may have no adequate remedy at law and is therefore entitled to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, in any court having jurisdiction.

17.3. Dispute Resolution.

17.3.1. Negotiation. If any dispute arises between the Parties in respect of this Agreement, or any related document, a Party must: (a) issue a written notice to the other Party notifying them of the existence of a dispute; and (b) use good faith efforts to resolve the dispute through negotiation.

17.3.2. Escalation. In the event that negotiations pursuant to Section 17.3.1 do not resolve the dispute within 15 Business Days (or such longer period as may be agreed between the Parties), the dispute will be referred to the respective chief executive officers (or their nominees – external counsel excluded) of each Party for good faith negotiations.

17.3.3. Filing of Actions. Neither Party may file an action to resolve a dispute prior to 20 Business Days (or such other period as may be agreed between the Parties) after an escalation pursuant to Section 17.3.2.

17.4. Legal Expenses. If any proceeding is brought by either Party to enforce or interpret any provision of this Agreement, the substantially prevailing Party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, such Party's reasonable attorneys' and other experts' fees and expenses.

18. MISCELLANEOUS

18.1. Force Majeure. With the exception of any payment obligations, neither Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement to the extent such delay is due to a Force Majeure Event. With the exception of payment obligations, to the extent a delay or failure of a Party to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of that Party's obligations will be suspended and neither Party will be liable to the other Party for a failure to perform its obligations as a result of a Force Majeure Event. If a delay or failure by a Party to perform its obligations due to a Force Majeure Event exceeds 3 calendar months, either Party may immediately terminate the Agreement without cause upon written notice to the other Party.

18.2. No Reliance on Representations. The Paying Organization has not relied on any representation, undertaking, statement or understanding which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including marketing materials produced by Aconex.

18.3. Independent Contractors. The Parties are independent contractors. Aconex is not a party to any transactions a Paying Organization enters into with a Non-Paying Organization using the Platform or Services. Under this Agreement, Aconex and its personnel will never be employees, agents or partners of the Paying Organization, and are not engaged in a joint

venture with the Paying Organization. Aconex shall have no liability arising out of any transaction or dealings conducted between the Paying Organization and Non-Paying Organizations or any other third parties through use of the Services.

18.4. Assignment. The Paying Organization may not assign this Agreement or delegate any of its obligations unless written into the Aconex Service Order as an option, hereunder without Aconex's prior written consent. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

18.5. Novation. Provided there are no outstanding Fees, the Paying Organization may novate this Agreement (including payment of Fees) at any time to a third party, subject to Aconex's prior written approval (not to be unreasonably withheld).

18.6. Waiver. Any right of either Party under this Agreement may only be waived in writing, signed by the Party giving the waiver, and no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) shall operate as a waiver of the right or otherwise prevent the exercise of the right.

18.7. Modification. The provisions of this Agreement will not be varied, except by express written instrument that makes explicit reference to this Agreement and is executed by authorized representatives of each of the Parties. Notwithstanding the foregoing, Aconex reserves the right to modify the Services and/or the terms and conditions of this Agreement at any time, but such modifications shall apply to Services Orders executed after the effective date of the change. Aconex will notify the Paying Organization of such modifications, either via email, the Platform, or in a manner deemed commercially reasonable by Aconex.

18.8. Severability. If any provision or part provision of this Agreement is held invalid, unenforceable or illegal by any court or tribunal for any reason, the remainder of this Agreement will remain otherwise in full force apart from such provisions or part provisions which will be deemed deleted or modified to the minimum extent necessary to remove the invalidity, unenforceability or illegality.

18.9. Client Reference. Neither party may issue any press release regarding the Paying Organization's use of the Platform without the prior written consent of the other party (not to be unreasonably withheld, delayed or conditioned).

18.10. United States Export Controls. The Services (including the Platform) use software and technology that may be subject to United States export control laws. The Paying Organization shall not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of the Services or any technical information related to the Services to any country for which such export or re-export is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the U.S. government entity that has jurisdiction over such export or re-export. Aconex and its licensors make no representation that the Services are appropriate or available for use in locations outside of the United States. If the Paying Organization uses the Services from outside of the U.S., the Paying Organization is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. The Paying Organization's failure to comply with this Section shall be a material breach incapable of remedy.

18.11. No Third Party Beneficiaries. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity any rights, remedies or other benefits as a third party beneficiary. Without limiting the generality of the foregoing, Non-Paying Organizations may not enforce the rights granted to Paying Organizations under this Agreement and vice versa, under any circumstances.

18.12. Entire Agreement. The documents comprising this Agreement contain the entire agreement between the Parties concerning its subject matter. If the Paying Organization does not execute a Services Order, but instead issues a purchase order to Aconex or an Aconex Reseller, that purchase order will constitute a binding commitment by the Paying Organization to purchase the Services specified in it, on the terms and conditions set forth in this Agreement. Accordingly, Aconex's commencement or execution of work pursuant to the purchase order will establish a contract for the supply and purchase of the Services under this Agreement, and any additional and/or conflicting terms or conditions in the Paying Organization's purchase order shall be inapplicable.

19. NOTICES

19.1. Method of Communication. Any notice or consent delivered by either Party under this Agreement shall only be effective if it is: (a) in writing, sent by or on behalf of and at the express instruction of the Party giving it; (b) addressed in accordance with Section 19.3 to the Party to whom it is to be given; and (c) either: (i) sent via overnight delivery service (e.g., FedEx or UPS), or (ii) sent by fax and the machine from which it is sent produces a report that states that it was sent in full and the recipient does not alert the sender to the fact that fax was not received in a legible form by the close of business the next Business Day; (iii) in the case of notices from Aconex to the Paying Organization, sent via the Platform; or (iv) sent by email communication with confirmation of receipt.

19.2. Deemed Delivery. A notice, consent or other communication that complies with this Section is deemed given and received: (a) if it is delivered or sent by fax: (i) by 5:00 PM (local time in the place of receipt) on a Business Day – on that day; or (ii) after 5:00 PM (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; (b) if it is sent by mail: (i) within the United States – four Business Days after posting; or (ii) to or from a

place outside of the United States – seven Business Days after posting; and (iii) if it is sent via the Platform – by 5:00 PM the next Business Day (local time in the place of receipt).

19.3. **Addresses.** Any notices from Aconex to the Paying Organization under this Agreement shall be addressed to the Paying Organization representative identified below. , if such information is not specified, the Paying Organization's representative will be the organization administrator as recorded in the Paying Organization's Services account, and the Paying Organizations' contact details will be the contact details recorded in the Paying Organization's Services account. Any notices from the Paying Organization to Aconex under this Agreement shall be addressed as follows:

Aconex (North America), Inc.
Attn: General Counsel
250 Montgomery Street
10th Floor
San Francisco, CA 94104

CH2M HILL, Inc
Attn: Donald Seward
9191 South Jamaica Street
Englewood, CO 80112-5946

20. HUMAN TRAFFICKING & WORKER WELFARE

20.1. This clause shall apply if Aconex is organized under the laws of the United States of America or is performing work for the Paying Organization pursuant to a prime contract funded by the government of the United States of America. The parties agree to comply with the applicable provisions of National Security Presidential Directive/NSPD-22, the applicable provisions of 22 U.S.C. 7104 as amended by the Trafficking Victims Protection Reauthorization Act of 2003 (Pub. L. 108-193), the Trafficking Victims Protection Reauthorization Act of 2005 (Public Law 109-164), the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 (Public Law 110-457), the Trafficking Victims Protection Reauthorization Act of 2013 (Title XII of the Violence Against Women Reauthorization Act of 2013) (Public Law 113-4) and all applicable implementing regulations with regard to the U.S. Government's "zero tolerance" policy against human trafficking.

20.2. This clause shall apply if Aconex is not organized under the laws of the United States of America. Aconex agrees to strictly comply with all applicable laws, rules and regulations to which compliance is required by any lawful jurisdiction governing the trafficking of persons including the recruitment, harboring, transportation, provision or obtaining of a person for labor or services through the use of force, fraud or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

20.3. If Aconex provides workers to the Paying Organization who are housed within labor facilities or other such Aconex provided housing, then Aconex shall comply with all governing laws and regulations regarding worker living conditions and standards. Aconex shall grant the Paying Organization access to such Aconex facilities for periodic assessments of worker living conditions and allow the Paying Organization to question Aconex's employees associated with the performance of this Agreement regarding worker welfare issues. The Paying Organization may terminate this Agreement for default if in the reasonable opinion of the Paying Organization, it is proven that Aconex has failed to comply with any governing laws or regulations.

20.4. Aconex further agrees that this clause 20 Human Trafficking & Worker Welfare shall be incorporated into any purchase order. Any actual or reasonable suspicion of violation of the provisions of this clause 20 by Aconex shall be advised to the Paying Organization without delay and may result in termination for default at the Paying Organization's reasonable discretion.

21. SUSTAINABILITY

Aconex shall be supportive of furnishing services, materials, products, processes, and business practices that are protective of the natural environment and resources. If established elsewhere within this Agreement, requirements for specific deliverables, reports, licenses, certifications, plans and other documentation required to confirm Aconex's achievement of sustainability performance metrics shall be submitted to the Paying Organization based upon the established schedule.

22. SUPPLY CHAIN ETHICS AND BUSINESS CONDUCT PRINCIPLES

Acceptance by Aconex of this Agreement constitutes agreement that those who work on the Paying Organization's projects at any tier shall conduct business legally, ethically and in compliance with the Principles set forth in the Paying Organization's Our Supply Chain Ethics and Business Conduct Principles to include where applicable, the Supplement for U.S. Government Work, both of which are available at

23. COMPLIANT WITH ALL APPLICABLE LAWS REGARDING BRIBERY AND CORRUPT PRACTICES

Aconex shall not violate the United States Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act ("UKBA") or any other applicable laws regarding bribery or other corrupt practices. Aconex warrants that none of its employees, officers, or principals is an official or representative of any government, or is a candidate for such position. In conformity with the FCPA, UKBA and the Paying Organization's established corporate policies regarding business practices, Aconex further represents and warrants that it and its employees, agents, and representatives shall not directly or indirectly make any offer, payment, promise to pay, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government or candidate for such an office, or any other person, including a decision not to act, or inducing such a person to use his influence to affect any government act or decision of a government or any other business decision in connection with the Paying Organization's or its clients' business. Aconex further agrees that the provisions of this clause shall be incorporated into any Purchase Order for provision of services to the Paying Organization. Any actual or reasonable suspicion of violation of the provisions of this clause by or on behalf of Aconex shall be advised to the Paying Organization without delay, and may result in termination for default at the Paying Organization's reasonable discretion.

24. CONFLICTS OF INTEREST

24.1. Aconex warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to a potential or actual personal or organizational conflict of interest by Aconex, Aconex's employees, sub-suppliers, or contingent staffing in performing work under the Agreement. A Conflict of Interest means that because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice in the performance of the work, or the person's objectivity in performing the work is or might be otherwise impaired.

24.2. Prior to commencing any work, Aconex agrees to notify the Paying Organization immediately if, to the best of its knowledge and belief, a potential or actual conflict of interest exists.

24.3. Aconex agrees that if a potential or actual organizational and or personal conflict of interest is identified during performance, Aconex will immediately notify the Paying Organization in writing to Paying Organization.

24.4. In accordance with other provisions within this Agreement, the Paying Organization may terminate this Agreement, in whole or in part, if an actual organizational or personal conflict of interest exists during the term.

25. Insurance

This Article shall apply to only Work performed by Aconex at a Paying Organization facility or job site. Before commencing services and as a condition of payment, Aconex will purchase and maintain from the effective date of this Agreement through a period of at least two (2) years after the expiration of this Agreement the following minimum insurance limits and coverages underwritten with a minimum A.M. Best Guide rating of A VII or other rating reasonably acceptable to the Paying Organization, and Aconex will furnish the Paying Organization with original certificates of insurance meeting the limits of coverages specified in this Article:

- o Worker's Compensation insurance in the statutory amount and Employer's Liability insurance in an amount not less than \$1,000,000 per accident and disease for all employees engaged in the services. If any employees are located in OH, Stop Gap coverage in an amount not less than \$1,000,000 per accident and disease shall also be evidenced.
- o Commercial Automobile Liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, non-owned, or hired vehicles, in an amount not less than \$1,000,000 combined single limits.
- o Commercial General Liability insurance, products/completed operations and contractual liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Aconex or of any of its employees, agents, or lower-tier suppliers, in an amount not less than \$1,000,000 per occurrence and in the aggregate.

Insurance coverage in (b) and (c) above will name the Paying Organization as additional insured, for the Paying Organization. Such insurance will be the primary and non-contributory coverage to the Paying Organization.

Certificates of insurance shall state that the insurance carrier will give the Paying Organization thirty (30) days written notice of any cancellation, non-renewal, or reduction of coverage or limits.

PROVISIONS APPLICABLE TO NON-PAYING ORGANIZATIONS

1. DEFINITIONS

The capitalized terms set forth below shall have the following meanings for the purposes of this Agreement:

- 1.1 "Acceptable Use Policy"** means the Aconex Acceptable Use Policy applicable to the Services, which is available for review and download on the Platform login page and the Aconex corporate web site.
- 1.2 "Aconex"** means Aconex (North America) Inc., a company incorporated in the State of New York, and, unless expressly included in the Agreement, excludes any Aconex Affiliates.
- 1.3 "Aconex Affiliate"** means (a) Aconex Limited (ABN 49 091 376 091), a company incorporated in Australia; (b) any entity controlling or controlled by Aconex Limited; and (c) any entity under common control with Aconex Limited, for so long as such common control continues to exist, where control means ownership either directly or indirectly of not less than 50% of the voting shares.
- 1.4 "Business Day"** means a day that is not a Saturday, Sunday or holiday observed by Aconex in the United States.
- 1.5 "Client Data"** means data related to a Project that the Non-Paying Organization uploads to or transmits via the Platform and includes first level metadata (such as the time, date, distribution parties relating to a specific document or item of correspondence on any Hosted Platform) but excludes secondary metadata (such as the structure of database tables within the Platform code and folder structures established on the Platform).
- 1.6 "Confidential Information"** means any non-public information disclosed by either Party to the other Party in writing pursuant to this Agreement, which is designated as "confidential" or "proprietary" (or with a similar legend), or that is disclosed orally and confirmed in writing as confidential within a reasonable time. Even if not so marked, the Parties agree that Client Data, any non-public components of the Platform and Services, and the terms of this Agreement (including, without limitation, Services Order) are Confidential Information.
- 1.7 "Data Archive"** means the Optional Services Aconex offers relating to the continued preservation and access to Client Data following termination of a Project or termination of Services.
- 1.8 "Effective Date"** means the date the Non-Paying Organization accepts this Agreement.
- 1.9 "Force Majeure Event"** means any forces of nature, disruptions to the internet infrastructure, public bandwidth shortages, industrial action, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemics, lock-outs, strikes and action or inaction by a government agency (including any quasi-government agency) which causes a Party to be prevented or delayed in performing its obligations.
- 1.10 "Intellectual Property Rights"** means patents, copyrights, trademarks, trade secrets, and all other proprietary rights recognized in any jurisdiction worldwide, and all applications and registrations therefore.
- 1.11 "Materials"** means all manuals, data, documents, and information that are prepared, written, made accessible, provided or developed by Aconex or its licensors in connection with the Services, including help desk and technical support documentation.
- 1.12 "Monthly Fees"** means the monthly Fee(s) for Service(s) as specified in the Services Order. If (a) the Fee(s) for any Service(s) are partly or fully payable up front, or (b) the Fee(s) for any Service(s) are partly or fully payable on a periodic basis other than monthly, then in both cases Monthly Fee means the amount calculated by dividing the total Fees by the number of months covered by the Services Order.
- 1.13 "Non-Paying Organization"** means any organization that is invited and authorized to use the Services with respect to a Project by the Paying Organization, has accepted this Agreement and is not required under a Services Order to pay Aconex or an Aconex Reseller for access to and use of the Services.
- 1.14 "Optional Services"** means discretionary, paid Services (including Data Archives) which, if purchased, will be subject to a Services Order.
- 1.15 "Party"** means either Aconex or the Non-Paying Organization as the context dictates, and "Parties" means Aconex and the Non-Paying Organization, as the context dictates.
- 1.16 "Paying Organization"** means the entity specified as the contracting party (other than Aconex) in a Services Order, that is responsible for paying fees to Aconex for all Non-Paying Organizations' use of the Services, and that has the discretion with respect to all Non-Paying Organizations' right to access and use the Platform and/or Services under this Agreement.
- 1.17 "Platform"** means the object code version of the computer software application(s) owned by or licensed to Aconex

that is made available by Aconex or its agents to the Non-Paying Organizations in connection with this Agreement, together with any associated Materials. The Platform also includes any upgrades, improvements, bug fixes, new versions and/or derivative works of such software or Materials.

1.18 "Platform License" means each license to access and use the Platform granted to the Non-Paying Organization under this Agreement.

1.19 "Privacy Policy" means the Aconex Privacy Policy, which is applicable to data received by Aconex from Aconex customers and users of its web sites, and which is available for review and download on the Platform login page and the Aconex corporate web site.

1.20 "Project" means the collaborative project identified by the Paying Organization in the Paying Organization's Services Order, subject to any Project-scope limitations specified in such Services Order

1.21 "PST" means Pacific Standard Time.

1.22 "Services Order" means an agreement between Aconex or an Aconex Reseller and a Paying Organization with respect to a Project.

1.23 "Services" means the Platform and the associated services described in Section 3.

2. TERM

Unless terminated earlier by Aconex, the term of Services applicable to a Project will be tied to the duration of the Project, commencing once the Non-Paying Organization has been provided with access to the Platform and expiring on the earlier of the date the Project has been completed or terminated, 14 days after Aconex receives Paying Organization's request to remove the Non-Paying Organization's access rights to the Services or upon the Non-Paying Organization's request.

3. SERVICES

3.1. STANDARD SERVICES AND DELIVERY SCHEDULE. Subject to the Non-Paying Organization's compliance with the terms and conditions of this Agreement, Aconex will, during the applicable service term, provide the Non-Paying Organization with the Services specified in this Section 3.1, pursuant to the terms and conditions of this Agreement. Optional Services may also be requested from Aconex, which if accepted by Aconex, will be subject to the payment of additional fees and execution of a separate agreement.

3.1.1. Platform License. A non-exclusive, non-transferable, restricted Platform License for the term specified in Section 2, to access and use the functionality within the modules of the Platform expressly included in the relevant Services Order (subject to any restrictions specified in the relevant Services Order) solely in support of the Project, within the scope specified in the relevant Services Order, and in accordance with and subject to any specifications set forth in the Materials.

3.1.2. Hosting Services. Making the Platform available for use via the public Internet, including unlimited data transmission by the Non-Paying Organization to and from the Platform (subject to applicable limitations set out in the Acceptable Use Policy), and unlimited storage of Client Data related to the Project, during the applicable term of Services.

3.1.3. Maintenance and Support Services. Email and telephone help desk support provided to designated Non-Paying Organization personnel, to assist the Non-Paying Organization's end users to access and use the Platform, on a 24/7 basis, provided in English and any other languages specified in the Services Order. Also included is access to a web-based support center (English only) and maintenance updates and improvements to the Platform.

3.1.4. Training Services. The provision of one-to-many training modules delivered over the Internet or at a designated site, which site must be approved by Aconex in advance. In the event that Client requests that training be provided at a designated site (other than Aconex's offices) and Aconex agrees, the Non-Paying Organization will reimburse Aconex for its reasonable travel and living expenses actually incurred in delivering such training.

3.2. CANCELLING SERVICES

The Non-Paying Organization may cancel the Services at any time by written notice to Aconex.

3.3. CLIENT RESPONSIBILITIES

3.3.1. Confidentiality of Username and Password. The Non-Paying Organization is responsible for maintaining the confidentiality of the access credentials (e.g., username and password) used by it and/or its end users to access the Services and agrees that it will not share access credentials among users or disclose those credentials to any third party.

3.3.2. Use of Data. The Non-Paying Organization acknowledges that by transmitting and receiving data to and from the Platform, the Non-Paying Organization is making information available for the use of the other authorized users of the Platform that are participating in the Project ("Project Participants") and the retraction of such information may therefore negatively affect those Project Participants. Aconex may, as a condition to complying with any the Non-Paying Organization request to retract or delete data from the Platform, require the Non-Paying Organization to comply with Aconex's reasonable risk mitigation requirements.

3.3.3. Other Obligations. The Non-Paying Organization understands and acknowledges that Aconex's ability to provide the Services is dependent on the Non-Paying Organization undertaking any agreed obligations (or such reasonable obligations as may be advised to the Non-Paying Organization by Aconex). The Non-Paying Organization acknowledges that failure to perform any such obligations may result in a failure to receive Services.

4. CLIENT DATA

4.1. Ownership. The Non-Paying Organization retains all of its right, title and interest in and to Client Data, and ownership of Client Data shall not be transferred to Aconex under this Agreement.

4.2. Right to Use. The Non-Paying Organization grants Aconex a nonexclusive license to use Client Data to deliver Services to authorized users of the Platform, solely in connection with the Project. The Non-Paying Organization further grants Aconex a nonexclusive, worldwide, perpetual license to use Platform usage data (such as, by way of example and not by way of limitation, numbers of documents uploaded) in an aggregated form that does not identify individual persons or organizations, in order to compile statistics regarding use of the Services and/or to improve the Services.

4.3. Retention. Provided that the termination of Services is not attributable to the Non-Paying Organization's material breach, the Non-Paying Organization may, during the Retention Period, purchase a Data Archive, subject to its payment of fees to Aconex at the rates specified in the Price List. Aconex will not be liable for any damages of any kind in connection with its decision to not retain Client Data after the expiration of the Retention Period.

4.4. Warranty regarding Client Data and Use of the Services. The Non-Paying Organization warrants that (a) it has appropriate and sufficient rights in Client Data, and (b) neither Aconex's use, processing and/or storage of Client Data in accordance with this Agreement nor the Non-Paying Organization's use of Client Data as contemplated hereunder will violate applicable laws or this Agreement. Aconex is not obligated to screen Client Data, although Aconex reserves the right to screen Client Data and to suspend access to Client Data without warning that Aconex reasonably considers may breach this Agreement or any applicable law. Aconex will notify the Non-Paying Organization as soon as practicable if Aconex suspends access to any Client Data and will restore access to such Client Data as soon as, in Aconex's reasonable opinion, doing so would not place Aconex at risk of loss or damage. Aconex is not liable for any damage or loss caused by Aconex's decision to suspend access to Client Data. The Non-Paying Organization is entirely responsible for the content and delivery of Client Data, including without limitation, the accuracy, usefulness, timeliness and completeness of Client Data. The Non-Paying Organization is responsible for ensuring Client Data is correctly addressed and on-time and does not represent a breach of any obligations to a third party or of law.

5. FEES AND INSPECTION

5.1. Fees. The Non-Paying Organization has no obligation to pay any Fees in connection with the Services for as long as it remains a Non-Paying Organization. Where the Non-Paying Organization wishes to become a Paying Organization (for example in order to purchase an optional service), then the Non-Paying Organization will be required to enter into a separate agreement with Aconex for the relevant services.

5.2. Inspection. On reasonable notice and not more than once annually, the Non-Paying Organization will allow an independent third party selected by Aconex and reasonably acceptable to the Non-Paying Organization to verify that it is using the Platform solely in connection with the Project, and is not otherwise using the Service in a manner that violates this Agreement (each, an "Inspection"). The Non-Paying Organization shall reasonably cooperate with each Inspection and shall provide access to relevant documentation and records, for the purpose of confirming its compliance with the terms of this Agreement. Any information disclosed by the Non-Paying Organization in connection with an Inspection shall be Confidential Information, except to the limited extent necessary for Aconex to enforce its rights under this Agreement.

6. ACCEPTABLE USE OF SERVICES

The Non-Paying Organization and its end users shall use the Services solely in accordance with this Agreement, all applicable laws and the Acceptable Use Policy. Aconex may modify the Acceptable Use Policy at its sole discretion and such modifications shall be effective upon their publication on the Platform or Aconex's web site. If there is any conflict between the Acceptable Use Policy and this Agreement, then the Acceptable Use Policy shall take precedence.

7. CONFIDENTIALITY

7.1. Obligation. Both Parties acknowledge that Confidential Information disclosed by either Party pursuant to this

Agreement may constitute valuable trade secrets of the disclosing Party. Each Party agrees to use the other Party's Confidential Information solely in accordance with the provisions of this Agreement and not to disclose, or permit to be disclosed, either directly or indirectly, such Confidential Information to any third party, without the disclosing Party's prior written consent. Each Party shall use strict measures to protect the secrecy and avoid disclosure or unauthorized use of the other Party's Confidential Information. Each Party shall exercise the same degree of care to prevent disclosure of the other Party's Confidential Information as it takes to preserve and safeguard its own Confidential Information, but in any event, no less than a reasonable degree of care.

7.2. Exceptions. Notwithstanding the foregoing, neither Party will be in breach of this provision in circumstances where the Party is legally compelled to disclose the other Party's Confidential Information or where the information is already in the public domain through no fault of the receiving Party, or is in the disclosing Party's possession without a duty of confidentiality at the date of disclosure, or where the disclosing Party discloses the terms of this Agreement to its professional advisors, financiers, prospective financiers or partners or agents, or where Aconex identifies the Non-Paying Organization as a Platform customer.

8. DATA STORAGE AND PRIVACY

8.1. Use of Client PII. In the course of receiving the Services under this Agreement, the Non-Paying Organization may disclose to Aconex personally identifiable information about the Non-Paying Organization's employees, directors, officers, customers or suppliers, and/or other users of the Services (collectively "Client PII"). Aconex may also otherwise be provided with access to Client PII in the course of delivering the Services. The Non-Paying Organization is responsible for confirming that its disclosure and/or provision of Client PII to Aconex, and Aconex's possession, storage and/or use of such Client PII in the manner contemplated under this Agreement is permissible under all applicable data processing laws and regulations. Without prejudice to the foregoing, the Non-Paying Organization acknowledges that Aconex may process Client PII for purposes connected with this Agreement, to conduct its business relationship with the Non-Paying Organization and for the relevant and limited purposes specified in the Privacy Policy. Aconex will act only as a data processor and will not re-use or re-disclose Client PII for unrelated purposes. Aconex will use commercially reasonable efforts to protect Client PII from loss, destruction or unauthorized use or access, utilizing technical, physical and administrative security measures consistent with industry standards. The Non-Paying Organization shall obtain the consent of each individual to whom such Client PII relates prior to disclosing such information to Aconex, and such consent shall include adequate authorization for Aconex and Aconex Affiliates to process, use and disclose such Client PII in the manner contemplated under the Agreement.

8.2. Transfer and Storage of Client Data. Due to the global nature of its business, Aconex may, for the purposes contemplated under this Agreement, transfer or store Client Data (including, without limitation, Client PII) in and to any country in which Aconex operates, subject to its compliance with applicable laws and this Agreement. The Non-Paying Organization agrees to such transfer in its own right and on behalf of those individuals and entities from whom it collected such Client Data and/or Client PII.

8.3. User Communications. Aconex reserves the right to communicate with end users of the Services regarding matters relating to system usage, administration and support.

9. INTELLECTUAL PROPERTY RIGHTS

Aconex and its licensors own all right, title and interest in and to the Platform and Services, including all Intellectual Property Rights therein and thereto, and any Materials or software or other inventions that may be developed or discovered by Aconex in connection with the Services. Except for the Platform License, no transfer of any Intellectual Property Rights will occur in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, Aconex has and retains the exclusive right to own, use and disclose, in the course of its business, all feedback provided by the Non-Paying Organization with respect to the Services and Platform.

10. SUSPENSION OF SERVICES

The Non-Paying Organization's Platform License and/or right to receive the Services may, at Aconex's sole discretion be suspended, if Paying Organization fails to pay Aconex any fees applicable to the Services under a Services Order when due.

11. LIMITED WARRANTY AND DISCLAIMERS

11.1. Limited Warranty. Aconex warrants to the Non-Paying Organization that it will use reasonable professional skill and care, consistent with industry standards, in providing all Services. Aconex's sole liability and the Non-Paying Organization's sole and exclusive remedy for any breach of the warranty specified in this Section will be for Aconex to re-perform such Services.

11.2. Disclaimers. THE NON-PAYING ORGANIZATION ASSUMES ALL RESPONSIBILITY FOR ITS SELECTION OF THE PLATFORM TO ACHIEVE ITS INTENDED RESULTS, FOR THE USE OF AND RESULTS OBTAINED FROM THE PLATFORM, AND FOR TAKING APPROPRIATE MEASURES TO PREVENT LOSS OF DATA. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACONEX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ACONEX DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL BE AVAILABLE WITHOUT INTERRUPTION. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACONEX WILL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL LOSS, OR OTHER DAMAGES (INCLUDING LOSS OF PROFIT, INTEREST, REVENUE, BUSINESS, GOODWILL, SAVINGS OR ANTICIPATED PROFIT OR ANY LOSS OF OR DAMAGE TO ANY CLIENT DATA, OR LOSS OF OR INTERRUPTION TO THE NON-PAYING ORGANISATION'S BUSINESS), IN EACH CASE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE PROVISION OF THE PLATFORM OR THE SERVICES INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE CAUSED BY A COMPUTER VIRUS OR OTHER MALWARE OR ANY UNAVAILABILITY OF THE PLATFORM OR THE SERVICES, AND IN EACH CASE REGARDLESS OF WHETHER ACONEX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT OR OTHER, UNDER NO CIRCUMSTANCES WILL ACONEX'S (INCLUDING ITS OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES AND AGENTS): (A) LIABILITY IN ANY MONTH BE GREATER THAN U.S. \$1,000; AND (B) ACONEX'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED U.S. \$5,000. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. INDEMNITIES

13.1. Aconex Indemnity.

13.1.1. Obligation. Aconex shall defend or at its option settle any third party claim, action or proceeding brought against the Non-Paying Organization alleging that the Platform as delivered to the Non-Paying Organization and used as authorized in this Agreement, infringes any Intellectual Property Right of a third party and Aconex shall pay any final judgments awarded or settlements entered into to resolve such claim, action or proceeding; provided that the Non-Paying Organization provides Aconex with: (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim; and (iii) all necessary information and assistance (at Aconex's reasonable expense) to defend and/or settle such claim. The Non-Paying Organization may participate in the defense of a claim asserted hereunder after Aconex has assumed the defense or settlement, provided that the Non-Paying Organization shall bear any legal fees and expenses or other costs it incurs in so participating. Aconex shall not be liable for any costs or expenses incurred by the Non-Paying Organization when acting without Aconex's prior written authorization. Aconex may not settle or compromise any claim under this Section that requires the Non-Paying Organization to admit liability or pay any money without the Non-Paying Organization's prior written consent, which consent shall not be unreasonably withheld or delayed.

13.1.2. Limit on Indemnity. Notwithstanding the foregoing, Aconex will have no liability for infringement claims arising from: (i) combination of the Services with other software or products not provided by Aconex, if the infringement would not have occurred if the Services had not been so combined; (ii) any modification of the Services, in whole or in part, by anyone other than Aconex, if the infringement would not have occurred but for such modification; or (iii) use by the Non-Paying Organization of any specified release of the Platform after Aconex notifies the Non-Paying Organization that continued use may subject the Non-Paying Organization to such claim of infringement, provided Aconex provides the Non-Paying Organization with a replacement release.

13.1.3. Replacement Services. If any portion of the Services is held, or in Aconex's opinion is likely to be held, to infringe or misappropriate a third party's Intellectual Property Rights, or use of the Services is otherwise enjoined, then Aconex may at its sole option and expense, within a commercially reasonable period of time: (i) procure for the Non-Paying Organization the right to continue using the Services; (ii) replace the Services with a non-infringing solution; or (iii) terminate the Non-Paying Organization's Platform License and/or this Agreement.

13.1.4. Entire Liability. THIS SECTION STATES THE ENTIRE LIABILITY AND OBLIGATION OF ACONEX, AND THE SOLE AND EXCLUSIVE REMEDY OF THE NON-PAYING ORGANIZATION, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE NON-PAYING ORGANIZATION'S USE OF THE SERVICES.

13.2. Non-Paying Organization Indemnity. The Non-Paying Organization shall defend or at its option settle any third party claim, action or proceeding brought against Aconex, any Aconex Affiliate alleging that (a) the Non-Paying Organization has breached any law or regulation in its use of the Services, Client Data, or Client PII, or (b) the Non-Paying Organization has misused any Client Data or Client PII or infringed any third party's Intellectual Property Rights in its use of the Client Data or Client PII, and the Non-Paying Organization shall pay any final judgments awarded or settlements entered into to resolve such claim, action or proceeding; provided that Aconex provides the Non-Paying Organization with: (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim; and (iii) all necessary information and assistance (at the Non-Paying Organization's reasonable expense) to defend and/or settle such claim. Aconex may participate in the defense of a claim asserted hereunder after the Non-Paying Organization has assumed the defense or settlement, provided that Aconex shall bear any legal fees and expenses or other costs it incurs in so participating. The Non-Paying Organization shall not be liable for any costs or expenses incurred by Aconex when acting without the Non-Paying Organization's prior written authorization. The Non-Paying Organization may not settle or compromise any claim under this Section that requires Aconex to admit liability or pay any money without Aconex's prior written consent, which consent shall not be unreasonably withheld or delayed.

14. TERMINATION

14.1. Termination for Breach. Either Party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and where such breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice from the other Party. Aconex may also terminate this Agreement on not less than 14 days' notice to the Non-Paying Organization if Paying Organization's right to receive the Services under this Agreement has been terminated.

14.2. Termination for Insolvency. Aconex may terminate this Agreement immediately by notice in writing if: (a) the Non-Paying Organization is unable to pay its debts as and when they become due or becomes, threatens or resolves to become or is in jeopardy of becoming insolvent or subject to an order, proceedings or resolution for liquidation or dissolution (unless for the purposes of amalgamation or reconstruction,) or entering into a compromise or arrangement with, or assignment for the benefit of any of its members or creditors; (b) the Non-Paying Organization, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; (c) the Non-Paying Organization, being a natural person, dies; or (d) there is a change of control of the Non-Paying Organization.

14.3. Effect of Termination. On termination of this Agreement, the Non-Paying Organization's Platform License shall automatically terminate and the Non-Paying Organization shall immediately cease using the Platform. The Non-Paying Organization shall also return any Materials and Aconex Confidential Information to Aconex or comply with Aconex's instructions for the destruction of such Materials and Confidential Information. At Aconex's request, the Non-Paying Organization will provide written confirmation certifying that all Materials and Aconex Confidential Information in its possession have been returned or destroyed.

14.4. Survival. Sections 1, 3.3, 4, 5.2, 7, 8, 9, 11.2, 12, 13, 14.3, 14.4, 15 and 16 shall survive termination of this Agreement, howsoever occurring.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of California, without regard to its conflict of law principles, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in the Northern District of California, and any court that may hear appeals from any of those courts, for any proceedings initiated or pursued in connection with this Agreement, and waive any right they may have to claim that those courts are an inconvenient forum.

15.2. Injunctive Relief. Notwithstanding the foregoing, if either Party breaches, or threatens to breach the provisions of this Agreement concerning Confidential Information or Intellectual Property Rights, each Party agrees that the non breaching Party may have no adequate remedy at law and is therefore entitled to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, in any court having jurisdiction.

15.3. Dispute Resolution.

15.3.1. Negotiation. If any dispute arises between the Parties in respect of this Agreement, or any related document, a Party must: (a) issue a written notice to the other Party notifying them of the existence of a dispute; and (b) use good faith efforts to resolve the dispute through negotiation.

15.3.2. Escalation. In the event that negotiations pursuant to Section 15.2.1 do not resolve the dispute within 15 Business Days (or such longer period as may be agreed between the Parties), the dispute will be referred to the respective chief executive officers (or their nominees – external counsel excluded) of each Party for good faith negotiations.

15.3.3. Filing of Actions. Neither Party may file an action to resolve a dispute prior to 20 Business Days (or such other period as may be agreed between the Parties) after an escalation pursuant to Section 15.2.2.

15.4. Legal Expenses. If any proceeding is brought by either Party to enforce or interpret any provision of this Agreement, the substantially prevailing Party in such proceeding shall be entitled to recover, in addition to all other relief arising out of this Agreement, such Party's reasonable attorneys' and other experts' fees and expenses.

16. MISCELLANEOUS

16.1. Force Majeure. With the exception of any payment obligations, neither Party will be liable for any delay or failure to perform its obligations pursuant to this Agreement to the extent such delay is due to a Force Majeure Event. With the exception of payment obligations, to the extent a delay or failure of a Party to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of that Party's obligations will be suspended and neither Party will be liable to the other Party for a failure to perform its obligations as a result of a Force Majeure Event. If a delay or failure by a Party to perform its obligations due to a Force Majeure Event exceeds 3 calendar months, either Party may immediately terminate the Agreement without cause upon written notice to the other Party.

16.2. No Reliance on Representations. The Non-Paying Organization has not relied on any representation, undertaking,

statement or understanding which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including marketing materials produced by Aconex.

16.3. Entire Agreement. The documents comprising this Agreement contain the entire agreement between the Parties concerning its subject matter.

16.4. Independent Contractors. The Parties are independent contractors. Aconex is not a party to any transactions the Non-Paying Organizations enter into with one another using the Platform or Services. Under this Agreement, Aconex and its personnel will never be employees, agents or partners of the Non-Paying Organization, and are not engaged in a joint venture with the Non-Paying Organization. Aconex shall have no liability arising out of any transaction or dealings conducted between the Non-Paying Organization and the Paying Organization and/or third parties through use of the Services.

16.5. Assignment. The Non-Paying Organization may not assign this Agreement or delegate any of its obligations hereunder without Aconex's prior written consent. Any attempted assignment in violation of this provision will be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

16.6. Waiver. Any right of either Party under this Agreement may only be waived in writing, signed by the Party giving the waiver, and no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) shall operate as a waiver of the right or otherwise prevent the exercise of the right.

16.7. Modification. The provisions of this Agreement will not be varied, except by express written instrument that makes explicit reference to this Agreement and is executed by authorized representatives of each of the Parties. Notwithstanding the foregoing, Aconex reserves the right to modify the Services and/or the terms and conditions of this Agreement at any time, but such modifications shall apply to Services Orders executed after the effective date of the change. Aconex will notify the Non-Paying Organization of such modifications, either via email, the Platform, or in a manner deemed commercially reasonable by Aconex.

16.8. Severability. If any provision or part provision of this Agreement is held invalid, unenforceable or illegal by any court or tribunal for any reason, the remainder of this Agreement will remain otherwise in full force apart from such provisions or part provisions which will be deemed deleted or modified to the minimum extent necessary to remove the invalidity, unenforceability or illegality.

16.9. Client Reference. Aconex may not issue any press release regarding the Non-Paying Organization's use of the Platform without the prior written consent of the Non-Paying Organization (not to be unreasonably withheld, delayed or conditioned). However, Aconex may use the Non-Paying Organization's name and logo in marketing materials and refer to the fact that the Non-Paying Organization is a client of Aconex in its annual report, list of references or presentations to actual or potential clients without the Non-Paying Organization's specific consent.

16.10. United States Export Controls. The Services (including the Platform) use software and technology that may be subject to United States export control laws. The Non-Paying Organization shall not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of the Services or any technical information related to the Services to any country for which such export or re-export is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the U.S. government entity that has jurisdiction over such export or re-export. Aconex and its licensors make no representation that the Services are appropriate or available for use in locations outside of the United States. If the Non-Paying Organization uses the Services from outside of the U.S., the Non-Paying Organization is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. The Non-Paying Organization's failure to comply with this Section shall be a material breach incapable of remedy.

16.11. No Third Party Beneficiaries. No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity any rights, remedies or other benefits as a third party beneficiary. Without limiting the generality of the foregoing, Non-Paying Organizations may not enforce the rights granted to Paying Organizations under this Agreement and vice versa, under any circumstances.

17. NOTICES

17.1. Method of Communication. Any notice or consent delivered by either Party under this Agreement shall only be effective if it is: (a) in writing, sent by or on behalf of and at the express instruction of the Party giving it; (b) addressed in accordance with Section 17.3 to the Party to whom it is to be given; and (c) either: (i) sent via overnight delivery service (e.g., FedEx or UPS), or (ii) sent by fax and the machine from which it is sent produces a report that states that it was sent in full and the recipient does not alert the sender to the fact that fax was not received in a legible form by the close of business the next Business Day; or (iii) in the case of notices from Aconex to the Non-Paying Organization, sent via the Platform.

17.2. Deemed Delivery. A notice, consent or other communication that complies with this Section is deemed given and received: (a) if it is delivered or sent by fax: (i) by 5:00 PM (local time in the place of receipt) on a Business Day – on that day; or (ii) after 5:00 PM (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the

next Business Day; (b) if it is sent by mail: (i) within the United States – four Business Days after posting; or (ii) to or from a place outside of the United States – seven Business Days after posting; and (iii) if it is sent via the Platform – by 5:00 PM the next Business Day (local time in the place of receipt).

17.3. Addresses. Any notices from Aconex to the Non-Paying Organization under this Agreement shall be addressed to the Non-Paying Organization representative identified in the Non-Paying Organization's Services account, and the Non-Paying Organizations' contact details will be the contact details recorded in the Non-Paying Organization's Services account. Any notices from the Non-Paying Organization to Aconex under this Agreement shall be addressed as follows:

Aconex (North America), Inc.
Attn: General Counsel
1111 Bayhill Drive
Suite 480
San Bruno, CA 94066

SIGNED for and on behalf of ACONEX (NORTH AMERICA) INC (Registration No. F060728000165) by its authorised representative:

Signature:

Print name:

Position:

Date:

in the presence of

Signature of witness:

Name of witness:

Occupation:

SIGNED for and on behalf of CH2M HILL INC (Registration No. 84 123 0545) by its authorised representative:

Signature:

Print name:

Position:

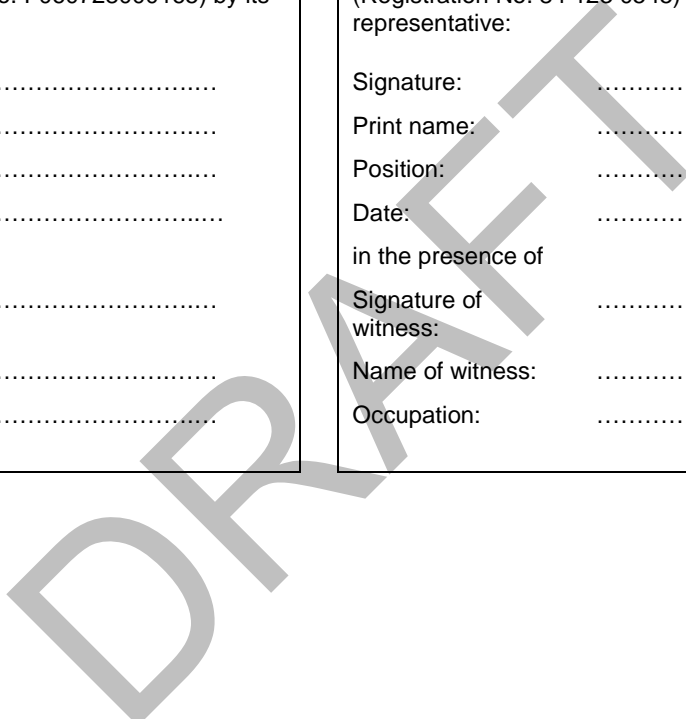
Date:

in the presence of

Signature of witness:

Name of witness:

Occupation:



Aconex Services Order



Aconex Date created: 19 May 2016
 Aconex entity: Aconex (North America) Inc Representative: Ryan Marinero

Engagement information
 Company name: Metro Flood Diversion Authority
 Address: 211 Ninth Street South, Box 2806, Fargo, ND, United States of America, 58108
 Contact name: Donna Reese (Donna.Reese@CH2M.com)
 Engagement scope: Fargo Moorhead Flood Diversion Program - Phase 2
Multi-party use of the Aconex Platform and services on the Fargo Moorhead Flood Diversion Program located in North Dakota during the design, pre-construction and part of the construction phase with \$1.5B of program cost.
All Services will cease on the end date noted below.
 Geographic scope: Fargo, ND
 Start date: 24 Jun 2016 End date: 23 Jun 2024
 Client ref number: Not required
 Billing contact: Daryl Vanyo Email: APIInvoicesFMDiv@ch2m.com
 Exclusions and Client Responsibilities:

Fee Information

Invoice schedule: (excl taxes)	Description	Units	Frequency	Unit price USD	Total USD
	Years 1-2 service fee	1.00	Invoiced once on 24 June 2016	306,856	306,856
	Years 3-4 service fee	1.00	Invoiced once on 24 June 2018	306,856	306,856
	Years 5-6 service fee	1.00	Invoiced once on 24 June 2020	354,217	354,217
	Years 7-8 service fee	1.00	Invoiced once on 24 June 2022	354,217	354,217
TOTAL FEE:				USD	1,322,146

Services
 Services summary: • **Tasks and standard Dashboard, Mail, Documents, Project Directory, Mobile, Connected BIM and Aconex reports (Pre-authored, standard reports)**
 • **Workflows and Tenders**
 • **Local Copy incremental Archive (for one (1) Client organisation system project)**
 • **Field includes: 10 inspectors, Unlimited users / Unlimited issues / Max. 2 org capture / Checklists**
 • **Support, Hosting and Maintenance**
 • **Training locations included (Fargo, ND with travel and expenses reimbursed to Aconex)**

Authorization to proceed:

Client	Signature: _____	Name (printed): _____
		Title: _____
		Date: _____

Aconex	Signature: _____	Name (printed): _____
		Title: _____
		Date: _____

Notes

- | | |
|----------------------|---|
| Terms and Conditions | 1 The Client must advise Aconex immediately if there are any changes to the details set out above. |
| | 2 All Aconex services will be delivered on the terms and conditions of the Master Agreement attached. Any additions or amendments to the Terms of Service Agreement must be accepted in writing by an authorized officer of both parties. |
| | 3 Any licensed software supplied by Aconex in connection with any of the Services including Local Copy, Digital & Smart Manuals and Smart Manuals Dynamic & Mobile is provided in accordance with the licence agreement accompanying the software. |
| | 4 Training in locations where Aconex does not have a client service presence may attract additional charges. |
| | 5 All pricing excludes sales, services, business and withholding taxes, bank charges, and similar. |
| | 6 Sales proposals and related materials do not form part of this Services Order. |
| | 7 The Fees in this program have been discounted given the the level of complexity of this program being low (i.e. earthwork and other heavy civil items) and are offered provided the parties execute this Services Order on or before 24 June 2016. Execution after this date will require a revised pricing model. |
| | 8 The Fees in this Agreement are considered commercial in confidence and deemed Confidential Information. The Client agrees not to disclose details of the Fees to any third party. Disclosure is considered a breach of confidentiality under this Agreement. |
| | 9 This Agreement covers a 96 month program which has a total program cost of \$1.5B. If the Client wishes to extend this Agreement for an additional term, Aconex and the Client will mutually agree on the applicable extension rate prior to the end of the Agreement, with such rate based on the scope for the period of extension. |

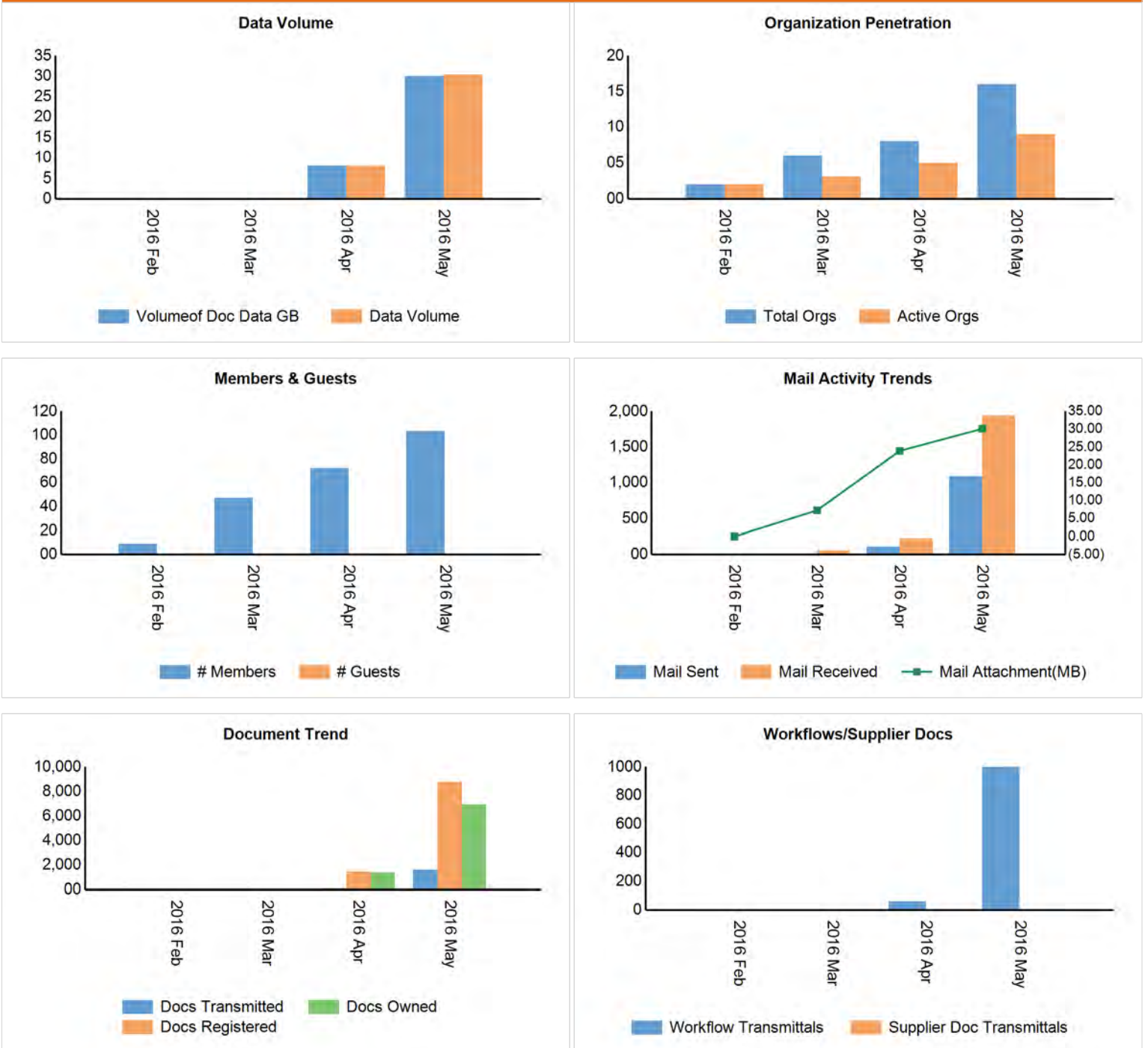
Project Details

Project ID	Project Name	Client
1207961465	Fargo Moorhead Area Diversion Program	Diversion Board of Authority

Project Data

	2016 Feb	2016 Mar	2016 Apr	2016 May
Total Orgs	02	06	08	16
Active Org	02	03	05	09
Members	09	47	72	103
Guests	00	00	00	00
Mail Sent	01	06	106	1,087
Mail Received	04	54	224	1,931
Mail Attachment (MB)	0.00	7.26	23.89	30.10
Docs Transmitted	00	02	72	1,618
Docs Registered	00	07	1,431	8,737
Docs Owned	00	05	1,358	6,928
Workflow Transmittals	00	00	59	998
Supplier Docs Transmittal	00	00	00	00
Volume of Docs Data (GB)	0.00	0.00	8.01	29.93
Data Volume	0.00	0.01	8.05	30.32

Project Trend Analysis





REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY

ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

RECEIVED
CASS COUNTY COMMISSION

JUN 21 2016

June 20, 2016

Regional Planning and Environment Division North

SUBJECT: MOA for signature for mitigation at Maple River sites, Fargo-Moorhead Metro Flood Risk Management Project, Cass County, North Dakota

Ms. Heather Worden
Cass County Commission
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

Dear Ms. Worden:

This letter concerns the Reach 7/Maple River aqueduct portion of the proposed diversion channel of the Fargo-Moorhead Metro Flood Risk Management Project. Enclosed is the original signature copy of the *Memorandum of Agreement Among the U.S. Army Corps of Engineers, St. Paul District, the North Dakota State Historic Preservation Office, and the Flood Diversion Board of Authority Regarding Data Recovery Mitigation at Archeological Sites at the Maple River Crossing of the Fargo-Moorhead Metro Flood Risk Management Project, Cass County, North Dakota* (MOA). This final version of the MOA has been reviewed by the St. Paul District, U.S. Army Corps of Engineers' (Corps) Office of Counsel and signed by the St. Paul District Commander and the North Dakota State Historic Preservation Officer (SHPO).

Please have Mr. Darrell Vanyo, Chairman of the Flood Diversion Board of Authority, sign the MOA at his earliest convenience and return the original signature copy to St. Paul District Corps archeologist Susan Malin-Boyce at Environmental Planning Section, U.S. Army Corps of Engineers, St. Paul District, 180 Fifth Street East, Suite 700, St. Paul, MN 55101-1678. If you have any questions regarding the above or the MOA, please contact Dr. Malin-Boyce at (651) 290-5379 or by email at Susan.B.Malin-Boyce@usace.army.mil. We will send you a fully executed copy of the MOA for your records.

Sincerely,

Terry J. Birkenstock
Deputy Chief, Regional Planning and
Environment Division North

Enclosure
MOA for signature

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT,
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE,
AND THE FLOOD DIVERSION BOARD OF AUTHORITY
REGARDING DATA RECOVERY MITIGATION AT ARCHEOLOGICAL SITES
AT THE MAPLE RIVER CROSSING OF THE
FARGO-MOORHEAD METRO FLOOD RISK MANAGEMENT PROJECT,
CASS COUNTY, NORTH DAKOTA**

Final – May 25, 2016

WHEREAS, the Fargo-Moorhead Metro Flood Risk Management Project (“Project”) constitutes an “undertaking” as that term is defined in Section 301 of the National Historic Preservation Act of 1966 (54 USC 300320; formerly 16 USC 470w(7)); and

WHEREAS, the U. S. Army Corps of Engineers, St. Paul District (“Corps”), is the federal agency with responsibility for completing the requirements of Section 106 of the National Historic Preservation Act, as amended (54 USC 306108; formerly 16 USC 470f), for the Project; and

WHEREAS, the Flood Diversion Board of Authority (“Diversion Authority”), which is a joint powers authority formed by the city of Fargo; the city of Moorhead; Cass County, North Dakota; Clay County, Minnesota; the Cass County Joint Water Resource District; and the Buffalo-Red River Watershed District, is one of the non-Federal sponsors for the Project; and

WHEREAS, a *Programmatic Agreement Among the U.S. Army Corps of Engineers, St. Paul District, the North Dakota State Historic Preservation Officer, and the Minnesota State Historic Preservation Officer Regarding the Fargo-Moorhead Metro Flood Risk Management Project, Cass County, North Dakota and Clay County, Minnesota* (“Programmatic Agreement”) was finalized in 2011; and

WHEREAS, *Amendment No. 1* to the Programmatic Agreement (“PA Amendment”) expanding the Project’s Area of Potential Effects was finalized in 2013; and

WHEREAS, the Corps, pursuant to 36 CFR 800.4(c), has determined that prehistoric archeological sites 32CS5127 and 32CS5146 at the Maple River are eligible for inclusion in the National Register of Historic Places (“National Register”) under Criterion D as properties significant for their ability to yield important information about prehistory or history, and this determination of eligibility has been concurred with by the North Dakota State Historic Preservation Officer (“SHPO”); and

WHEREAS, the Corps, pursuant to 36 CFR 800.4(c), has determined that prehistoric and historic archeological site 32CS5139 at the Maple River may be eligible for inclusion in the National Register under Criterion D pending the results of future Phase II testing for intact subsurface cultural deposits at its location; and

WHEREAS, the remaining archeological sites and isolated finds within the Project's Reach 7 construction work limits have been determined not eligible to the National Register with the North Dakota SHPO's concurrence and therefore, no further cultural resources work under Section 106 is necessary at their locations; and

WHEREAS, the Corps has established the Project's area of potential effects ("APE") at the Maple River as including the area within the Project's Reach 7 construction work limits for the Maple River aqueduct structure, diversion channel alignment, and associated features; and

WHEREAS, the Corps has determined that construction of the Project's Reach 7 features cannot avoid crossing part of National Register-eligible site 32CS5127 on the south side of the Maple River and will adversely affect this site through diversion channel and aqueduct structure excavation; and

WHEREAS, the Corps has determined that National Register-eligible site 32CS5146 and potentially-eligible site 32CS5139 are adjacent to, but outside of, the Project's Reach 7 construction work limits, and are currently avoided by Reach 7 excavation and construction activities; and

WHEREAS, the APE for the Project's construction activity at Reach 7 will not include work on tribal lands, but Indian tribes may attach religious or cultural significance to the sites within those work limits, and, as such Indian tribes have been invited as concurring signatories to this Memorandum of Agreement ("MOA"); and

WHEREAS, the Corps, the SHPO, and the Diversion Authority ("the Parties") have determined to enter into this MOA to ensure compliance with Stipulation E, Phase III Mitigation, of the Programmatic Agreement; and

WHEREAS, to the best of the Parties' knowledge and belief, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony, as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001), are expected to be encountered in the archeological work;

NOW, THEREFORE, the Corps, the Diversion Authority, and the SHPO agree that, upon filing this MOA with the Advisory Council on Historic Preservation (Advisory Council), and upon the Corps' and/or the Diversion Authority's decision to proceed with Reach 7 construction as part of the Fargo-Moorhead Metro Flood Risk Management Project, the Corps and the Diversion Authority shall ensure that the following stipulations are implemented in order to mitigate the adverse effects of the undertaking on historic properties.

STIPULATIONS

A. Data Recovery Plan: The Corps or its Contractor(s) shall prepare a data recovery plan for each Phase III Mitigation contract involving National Register-eligible archeological sites located within the Project's Reach 7 construction work limits at the Maple River. Data recovery at the National Register-eligible sites shall consist of two parts: a geomorphological study of the

site areas and archeological data recovery in the parts of the sites within the Project's construction work limits. The Data Recovery Plan will list research questions to be addressed by the mitigation at each site covered by the contract. Site 32CS5127 will need mitigation based on the current construction work limits. Sites 32CS5139 and 32CS5146 will need mitigation if the Reach 7 construction work limits shift westward on the north side of the Maple River.

(1) **Review of Data Recovery Plan:** The Corps shall provide the North Dakota SHPO and other signatories to this MOA with a copy of each draft Data Recovery Plan prepared under this MOA for a 30 day review and comment period. The 30-day review and comment period will commence upon receipt of the draft Data Recovery Plan by all signatories. All comments on the draft Data Recovery Plan will be provided to the Corps before the expiration of the review and comment period. If no comments are received, the draft Data Recovery Plan will become the final Data Recovery Plan. If comments are received, the Corps shall incorporate the comments into the plan and provide a revised Data Recovery Plan to the SHPO and other signatories. The revised Data Recovery Plan will become the final Data Recovery Plan unless the Parties invoke dispute procedures in accordance with Stipulation I below.

(2) **Review of Draft and Final Reports:** The Corps will provide all signatories to this MOA with a copy of all draft Phase III mitigation reports for a thirty (30) day review and comment period. The 30-day review and comment period will commence upon receipt of the draft Phase III mitigation report by all signatories. All comments on the draft Phase III mitigation report will be provided to the Corps before the expiration of the review and comment period. The Corps will forward all review comments to its Archeological Contractor for inclusion in the final Phase III mitigation report. All signatories to this MOA will be provided with a copy of the final Phase III mitigation report covering the geomorphological coring and archeological data recovery at the applicable National Register-eligible sites.

B. Professional Qualifications: The Archeological Contractor's key personnel working on this project must meet the professional qualifications standards for prehistoric archeologists as given in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (as amended and annotated) [available at http://www.nps.gov/history/local-law/arch_stnds_9.htm]. Key personnel include the Contractor's principal investigator, field and laboratory supervisors and crew chiefs.

C. Artifact Analysis and Curation: All artifacts will be sorted into standard analytical categories (e.g., ceramics, chipped stone debris, chipped stone tools, fire-cracked rocks, faunal remains) and analyzed by the appropriate technical specialists. Provided the landowners agree to donate the artifacts, all artifacts will be processed, catalogued, and packaged for curation at the State Historical Society of North Dakota; otherwise they will be returned to their respective landowner(s) after analysis is complete.

D. Public Involvement: The Data Recovery Plan will include measures to involve the general public, such as site tours during excavation, newspaper articles, use of social media, a TV news segment, and/or notifying the North Dakota Archaeological Association of the data recovery excavations.

E. Tribal Involvement: The Corps will invite the Tribal Historic Preservation Officers (THPOs) of the Sisseton-Wahpeton Oyate, the Turtle Mountain Band of Ojibwe, the Spirit Lake Tribe, the Upper Sioux Community, the Lower Sioux Indian Community, the White Earth Band of Minnesota Chippewa, the Standing Rock Sioux Tribe, the Leech Lake Band of Ojibwe, the Yankton Sioux Tribe, and the Crow Creek Sioux Tribe to visit and observe data recovery excavations.

F. Inadvertent Discoveries: If human remains or burial goods are encountered during the excavation, work will be suspended in that area of the site and North Dakota Century Code 23-06-27 and North Dakota Administrative Code 40-02-03 protecting prehistoric and historic burial sites, human remains and burial goods will be followed. Appropriate officials at the Archaeology and Historic Preservation Division of the State Historical Society of North Dakota will be notified immediately of the find. An on-site meeting will be convened involving burial program representatives, Indian tribal representatives, the St. Paul District, U.S. Army Corps of Engineers, Diversion Authority representatives, and the project archeologist to determine the procedures for completing the excavation, treatment of human remains, and final disposition of the human remains and associated artifacts. A written plan of action stemming from this meeting will be forthcoming within 30 days of the meeting, which will establish a plan of action for possible analysis of the remains and eventual reburial according to North Dakota law.

G. Report Standards: The Data Recovery Plan and Phase III Mitigation report will be prepared in accordance with the North Dakota SHPO's standards as provided in the *North Dakota SHPO Guidelines Manual For Cultural Resource Inventory Projects* (Revised Edition) (Updated April 30, 2015), which is available at <http://history.nd.gov/hp/hpforms.html>.

H. Site Protection

Archeological sites 32CS5146 and 32CS5139 will be fenced off from the Reach 7 construction area so they are not inadvertently impacted by construction activities. If all or part of either of these two sites will be impacted by Project-related construction, then Phase III mitigation will be necessary and Stipulations A-G will be followed for the site(s) to be adversely affected.

I. Dispute Resolution

Should any Party to the MOA provide written objections, stating the basis for the objection, to any plans, documents, or reports prepared under the terms of this MOA within 30 days after receipt by such Party, the Corps shall consult with the Parties to resolve the objection. If the Corps determines that the objection cannot be resolved, the Corps shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation. Any recommendation or comment provided by the Advisory Council will be understood to pertain only to the subject of the dispute. The Corps' responsibility to carry out all actions under this MOA that are not the subject of the dispute will remain unchanged.

J. Amendment

Any Party to this MOA may request that it be amended, whereupon the Parties to the MOA shall

consider such an amendment. The MOA may only be amended by the written agreement of the Parties.

K. Anti-Deficiency Provision

All obligations on the part of the Corps under this MOA shall be subject to the appropriation, availability and allocation of sufficient funds for the Project for such purposes.

L. Termination

1. This MOA will terminate upon compliance with the stipulations to the satisfaction of the Corps and the SHPO. The Corps and the SHPO will make a written determination of compliance that will document that the stipulations have been met.
2. If the terms of this MOA have not been implemented five years after execution, this MOA will be null and void. In such an event, the Corps shall notify the SHPO and other signatories of its expiration, and if appropriate, shall re-initiate review of the undertaking in accordance with 36 CFR 800.
3. Any Party to this MOA may withdraw from the MOA by providing thirty (30) days written notice to the other Parties, provided that the Parties consult during the period prior to withdrawal to seek agreement on amendments or other actions that would avoid withdrawal. If a Party withdraws from the MOA, the MOA will be terminated. If the Corps elects to continue with the undertaking, the Corps will reinitiate review of the undertaking in accordance with 36 CFR 800.

Execution of this MOA by the Corps, the SHPO, and the Diversion Authority, its subsequent filing with the Advisory Council, and satisfaction of its stipulations evidence that the Corps has taken into account the effects of the Project on National Register-eligible archeological sites at its Maple River crossing and has satisfied its Section 106 responsibilities in connection with those historic properties.

U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT

BY:  _____ Date: 26 May 16
COL. Daniel C. Koprowski, District Engineer

NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER

BY:  _____ Date: 6-9-16
Claudia J. Berg, State Historic Preservation Officer

FLOOD DIVERSION BOARD OF AUTHORITY

BY: _____
Darrell Vanyo, Chairman

Date: _____

Concur: .

UPPER SIOUX COMMUNITY

BY: _____
Kevin Jensvold, Chairman

Date: _____

