

FLOOD DIVERSION BOARD OF AUTHORITY

Thursday, July 14, 2016

3:30 PM

Fargo City Commission Room

Fargo City Hall

200 3rd Street North

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Management Information
 - a. PMC report
 - b. Corps of Engineers report
5. Administrative/Legal Information/action
 - a. Committee Membership Appointments
 - b. P3 Resolutions for issuing RFQ Item 5b.
6. Technical Information/action
 - a. Recommended Contracting Actions Item 6a.
7. Public Outreach Information/action
 - a. Committee report
 - b. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update
9. Finance Information/action
 - a. Committee report
 - b. Voucher approval Item 9b.
10. Other Business
11. Next Meeting – July 28, 2016
12. Adjournment

cc: Local Media

**FLOOD DIVERSION BOARD OF AUTHORITY
JUNE 23, 2016—3:30 PM**

1. ORGANIZATIONAL MEETING

An organizational meeting of the Flood Diversion Board of Authority was called to order on Thursday, June 23, 2016, at 3:30 PM in the Fargo City Commission Room, Fargo, North Dakota.

2. IDENTIFICATION OF BOARD MEMBERS BY MEMBER ENTITIES

Board members and alternates were identified by member entities as follows:

Fargo City Mayor Tim Mahoney
Fargo City Commissioner Dave Piepkorn
Fargo City Commissioner-Elect Tony Grindberg
Fargo City Commissioner Tony Gehrig (Alternate)
Fargo City Commissioner-Elect John Strand (Alternate)

Moorhead City Mayor Del Rae Williams
Moorhead City Council Member Nancy Otto
Moorhead City Council Member Chuck Hendrickson
*Alternates to be determined

Cass County Commission representative Darrell Vanyo
Cass County Commissioner Mary Scherling
Cass County Commissioner Ken Pawluk
Cass County Commissioner Chad M. Peterson (Alternate)
Cass County Commissioner Rick Steen (Alternate)
Cass County Commissioner Arland Rasmussen (Alternate)

Clay County Commissioner Kevin Campbell
Clay County Commissioner Grant Weyland
Clay County Commissioner Frank Gross (Alternate)

Cass County Joint Water Resource District Manager Rodger Olson
Cass County Joint Water Resource District Manager Mark Brodshaug (Alternate)

West Fargo City Commissioner Mike Thorstad
*West Fargo City Mayor Rich Mattern (Alternate)
*needs to be confirmed by the West Fargo City Commission

Attorney John Shockley said an appointee has not been identified from the Upstream Group.

3. CONFIRMATION OF BOARD MEMBERS

MOTION, passed

Mr. Campbell moved and Ms. Otto seconded to confirm the board members of the Flood Diversion Board of Authority. Motion carried.

4. NOMINATION OF VICE CHAIR

MOTION, passed

Ms. Otto moved and Mr. Hendrickson seconded to nominate Del Rae Williams, Moorhead City Mayor, as Vice Chair of the Flood Diversion Board of Authority. Motion carried.

5. DESIGNATION OF SECRETARY

MOTION, passed

Mr. Pawluk moved and Mr. Mahoney seconded to designate Heather Worden as the Secretary of the Flood Diversion Board of Authority. Motion carried.

6. DESIGNATION OF OFFICIAL COUNTY NEWSPAPER

MOTION, passed

Ms. Otto moved and Mr. Piepkorn seconded to designate *The Forum* as the Official Newspaper of the Flood Diversion Board of Authority. Motion carried.

7. ADOPT PRIOR DIVERSION AUTHORITY ACTIONS AND OBLIGATIONS

MOTION, passed

Ms. Otto moved and Ms. Sobolik seconded that the Diversion Authority assume any and all prior remaining obligations and contracts created under the Limited Joint Powers Agreement and authorize the Chair and Deputy Executive Directors to perform those prior obligations and contracts. On roll call vote, the motion carried unanimously.

8. REGULAR MEETING TO ORDER

The regular meeting of the Flood Diversion Board of Authority was called to order on Thursday, June 23, 2016, at 3:36 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Mary Scherling; Cass County Commissioner Ken Pawluk; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Melissa Sobolik; Fargo City Commissioner Dave Piepkorn; Moorhead City Mayor Del Rae Williams; Moorhead City Council Member Nancy Otto; Moorhead City Council Member Chuck Hendrickson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Frank Gross; Cass County Joint Water Resource District Manager Mark Brodshaug; and West Fargo City Commissioner Mike Thorstad.

Staff members and others present: Cass County Administrator Keith Berndt; Fargo City Administrator Bruce Grubb; Clay County Administrator Brian Berg; Fargo City Director of Engineering Mark Bittner; Moorhead City Engineer Bob Zimmerman; Tom Dawson, Chairman, Chamber of Commerce Business Leaders Taskforce; Bruce Spiller, CH2M; and Randy Richardson, CH2M.

9. MINUTES APPROVED

MOTION, passed

Mr. Campbell moved and Ms. Otto seconded to approve the minutes from the June 9, 2016, meeting as presented. Motion carried.

10. AGENDA ORDER

MOTION, passed

Mr. Pawluk moved and Ms. Scherling seconded to approve the order of the agenda. Motion carried.

11. PROJECT PARTNERSHIP AGREEMENT (PPA) APPROVAL

Attorney John Shockley said given that the new Joint Powers Agreement is now in effect, the board may approve the Project Partnership Agreement (PPA). The agreement is between the Army Corps of Engineers and non-federal project sponsors and will initiate construction of the project.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve the Project Partnership Agreement (PPA). On roll call vote, the motion carried unanimously.

12. TECHNICAL UPDATERecommended Contract Actions Summary

Randy Richardson discussed the following Task Order Amendments, Change Orders, Services Agreement and Memorandum of Agreement:

Task Order Amendments

- Houston-Moore Group, LLC Task Order No. 1 Amendment 8 (Project Management)—increases 2016 insurance budget to cover actual cost and updates programmatic schedule activity ID for project management subtasks in the amount of \$15,100;
- Houston-Moore Group, LLC Task Order No. 8 Amendment 13 (Work-in-Kind)—add budget to review and close out comments on the USACE diversion inlet design in the amount of \$5,800;
- Houston-Moore Group, LLC Task Order No. 13 Amendment 13 (Levee Design)—close two design tasks and unencumber remaining budget, incorporate AWD-00057, add scope and budget for design subtasks for levees, add scope and budget for demolition of second residence near OHB levee, and extend period of performance to July 31, 2017 in the amount of \$340,723;
- Houston-Moore Group, LLC Task Order No. 17 Amendment 4 (Services during Construction-Work Package 42)—incorporate AWD-00059 and add scope and budget for WP-42F.2 in the amount of \$333,000.

Construction Change Orders

- Industrial Builders, Inc. WP-42F.1S Change Order 08—differing subsurface conditions and floating castings in the amount of \$257,901.37;
- Landwehr Construction, Inc. WP-42C.1 Change Order 02—install additional length of helical pier in the amount of \$79,632.00.

MOTION, passed

Ms. Scherling moved and Ms. Sobolik seconded to approve the appropriation of funds for the outlined Task Order Amendments and Change Orders. On roll call vote, the motion carried unanimously.

Third-Party Services Agreement

Aconex Services Agreement and Phase 2 Services Order—eight-year multi-party platform electronic data management system and services to manage and store program records in the amount of \$1,322,146.

Mr. Richardson said staff were given a four-month trial period to use the software, which is an electronic data management system to store program records. The program will also help control the work flow approval of documents. There was discussion on the significant amount of the expense and whether the Finance Committee had seen the agreement. Mr. Pawluk asked who has reviewed this agreement. The technical and administrative advisory committees have reviewed the item, but not the Finance Committee.

MOTION, passed

Mr. Campbell moved and Mr. Mahoney seconded to refer the Aconex Services Agreement to the Finance Committee to be brought back to the Flood Diversion Board for consideration. Motion carried.

Memorandum of Agreement (MOA)

U.S. Army Corps of Engineers Memorandum of Agreement (Mitigation at Maple River Sites)—MOA for Reach 7/Maple River aqueduct portion of the proposed diversion channel.

MOTION, passed

Mr. Pawluk moved and Mr. Thorstad seconded to authorize the chair to sign a Memorandum of Agreement with the U.S. Army Corps of Engineers. On roll call vote, the motion carried unanimously.

13. BASELINE SCHEDULE PRESENTATION

Bruce Spiller briefly reviewed the baseline which will set a planned schedule and budget to execute an agreed scope of work. The baseline becomes the basis for performance reporting (actual versus planned) in three areas: budget, scope and schedule.

14. OTHER BUSINESS

Mr. Pawluk asked for clarification on the court action issued earlier this week. Mr. Shockley said the U.S. Court of Appeals affirmed the basis of the injunction on the OHB levee decision issued by the Minnesota District Court. Mr. Vanyo said the action maintains the injunction on the OHB levee construction.

Mr. Mahoney reported on meetings with the Office of Management & Budget and Army Corps of Engineers in Washington, D.C. last week that he attended along with Mr. Vanyo, Mr. Piepkorn, Ms. Otto and Mr. Grubb.

Ms. Scherling and Fargo City Commissioner Mike Williams attended the North Dakota State Water Topics Overview Committee meeting last week in Minot. Mr. Williams discussed the in-town levee work and Ms. Scherling provided an update on the Minnesota EIS.

Mr. Shockley said the Dakota Metro Flood Board will meet today for the last regularly scheduled meeting after the Diversion Board adjourns.

15. NEXT MEETING DATE

The next meeting will be held on Thursday, July 14, 2016, at 3:30 PM.

16. ADJOURNMENT***MOTION, passed***

On motion by Ms. Scherling, seconded by Mr. Pawluk, and all voting in favor, the meeting was adjourned at 4:25 PM.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING PROCEDURES AND PROTOCOLS FOR THE
REQUEST FOR QUALIFICATIONS PHASE OF THE P3 PROCUREMENT AND
APPROVING, ISSUING AND AUTHORIZING PUBLICATION OF THE REQUEST
FOR QUALIFICATIONS TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN
THE DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE WORK
PACKAGE OF THE FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK
MANAGEMENT PROJECT**

WHEREAS, the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota entered into a Joint Powers Agreement for the creation and ongoing operation of the Metro Flood Diversion Authority; and

WHEREAS, the Joint Powers Agreement provides for the cooperative administration of a project, specifically the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

WHEREAS, pursuant to Section 7.01 of the Joint Powers Agreement, the Metro Flood Diversion Authority is empowered to provide for a P3 procurement process for Project Elements located within North Dakota; and

WHEREAS, construction of the Project was authorized by the United States Congress as part of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

WHEREAS, the Non-Federal Sponsors of the Project, which are the Metro Flood Diversion Authority, the City of Fargo, and the City of Moorhead, have entered into a Project Partnership Agreement (“PPA”), dated July 11, 2016, with the United States Army Corps of Engineers (“USACE”) for the Project; and

WHEREAS, the PPA sets forth a split delivery model for the Project, establishing the respective responsibilities of both the Non-Federal Sponsors and USACE; and

WHEREAS, pursuant to the PPA, the USACE will be responsible for completing the diversion inlet structure; the approximately six (6) mile connecting channel; the control structures on the Red River of the North and the Wild Rice River; the southern embankment; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features that are not the responsibility of the Non-Federal Sponsors (“Federal Work”); and

WHEREAS, the Metro Flood Diversion Authority is the entity responsible for the Non-Federal Sponsors’ obligations under the PPA; and

WHEREAS, pursuant to the PPA, part of the Metro Flood Diversion Authority's responsibility will be to design, construct, manage, operate, and maintain thirty (30) miles of channel and associated features; the channel outlet; two (2) aqueducts; two (2) hydraulic structures; various local drainage inlets; various levees; four (4) railroad bridges; four (4) interstate bridges; ten (10) county road bridges, as well as associated environmental mitigation and recreational features (the "Diversion Channel and Associated Infrastructure" or the "DCAI"); and

WHEREAS, Congress has passed, and the President has signed, a 2016 appropriations bill that includes USACE funding for construction of the Project; and

WHEREAS, to facilitate the design, construction, management, and financing of the DCAI, the Metro Flood Diversion Authority approved on September 2, 2015, a Notice of Intent to develop a Public-Private Partnership ("P3") pursuant to North Dakota Century Code Chapter 48-02.1; and

WHEREAS, North Dakota Century Code Chapter 48-02.1 gives the Metro Flood Diversion Authority broad discretion to enter into a P3; and

WHEREAS, the initial step to procure a P3 is to engage in a Request for Qualifications ("RFQ"); and

WHEREAS, the qualifications of proposers will be evaluated and scored by an evaluation team ("Evaluation Team") in accordance with developed evaluation criteria ("Evaluation Criteria"); and

WHEREAS, once the Evaluation Team has completed reviewing and scoring the qualifications, it will recommend three (3) or four (4) short-listed proposers to the Metro Flood Diversion Authority to review; and

WHEREAS, the Metro Flood Diversion Authority will review the short-listed proposers, make findings and conclusions, and designate the short list ("Short List") as eligible for the RFP phase of the P3 procurement;

NOW THEREFORE, BE IT RESOLVED, the Metro Flood Diversion Authority adopts the procedures and protocols outlined in Exhibit A attached hereto to utilize in the RFQ phase of the procurement of a P3 for the DCAI, further, the Metro Flood Diversion Authority approves, issues and authorizes the publication of the Request for Qualifications to Design, Build, Finance, Operate and Maintain the Diversion Channel and Associated Infrastructure Work Package of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project attached hereto as Exhibit B.

Dated: July 14, 2016

APPROVED:

Darrell Vanyo, Chair

ATTEST:

Bruce Grubb, Deputy Executive Director

ATTEST:

Keith Berndt, Deputy Executive Director

DRAFT

CONCURRENCE

Pursuant to and in accordance with North Dakota Century Code § 61-16.1-24, the Cass County Joint Water Resource District hereby approves and adopts the procedures and protocols outlined in Exhibit A, attached hereto, to utilize in the RFQ phase of the procurement of a P3 for the DCAI, and the Cass County Joint Water Resource District hereby approves, issues and authorizes the publication of the Request for Qualifications to Design, Build, Finance, Operate and Maintain the Diversion Channel and Associated Infrastructure Work Package of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project attached hereto as Exhibit B.

Dated: July 14, 2016

APPROVED:

Mark Brodshaug, Chairman

ATTEST:

Carol Harbeke Lewis, Secretary-Treasurer

DRAFT

EXHIBIT A

**PROCEDURES AND PROTOCOLS
FOR THE
REQUEST FOR QUALIFICATIONS PHASE
OF THE P3 PROCUREMENT**

by

**the Metro Flood
Diversion Authority**

Dated as of July 14, 2016

Relating to:

**Public-Private Partnership for
Development and Construction of the
Diversion Channel and Associated Infrastructure
of the Fargo-Moorhead Metropolitan
Area Flood Risk Management Project**

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

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**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Procedure and as defined in this section unless a different meaning clearly applies from the context.

“CCJWRD” means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, its successors and assigns.

“Diversion Authority Board” means the Governing Body of the Metro Flood Diversion Authority.

“Drafters” means those individuals who will be responsible for drafting the RFQ.

“Evaluation Criteria” means the criteria that will be used by the Evaluation Team to evaluate and rank the SOQs.

“Evaluation Team” means the team that evaluates and scores the SOQs using the Evaluation Criteria.

“Executive Director” means the Chief Administrative Officer of the Metro Flood Diversion Authority as set forth in Article XIV of the Joint Powers Agreement.

“Final Draft” means the draft of the RFQ which will be considered by the Authority for adoption and dissemination.

“Governing Body” means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Cass County Commission, the Clay County Commission, the Moorhead City Council and the Fargo City Commission are the Governing Body of each of said entities, as the board for the CCJWRD is the Governing Body for that entity.

“Joint Powers Agreement” means the agreement dated June 1, 2016, which was entered by and between the City of Moorhead, Minnesota, the City of Fargo, North Dakota, Clay County, Minnesota, Cass County, North Dakota, and the Cass County Joint Water Resource District, in order to cooperate in the construction phase of the Project.

“Member Entities” shall mean the City of Moorhead, Minnesota, the City of Fargo, North Dakota, Clay County, Minnesota, Cass County, North Dakota, and the Cass County Joint Water Resource District. The term Member Entity does not include the City of West Fargo, North Dakota, Wilkin County, Minnesota, or Richland County, North Dakota.

“Metro Flood Diversion Authority” means the permanent joint powers entity formed through the Joint Powers Agreement by the Member Entities to provide the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection.

“Preliminary Drafts” means those records or papers that are created and used by Drafters in the process of creating the Final Draft.

“Procedure” means this Procedure and Protocols for the Request for Qualifications Phase of the P3 Procurement.

“Project” means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

“Proposer” means any consortium, company, team, or joint venture that submits or intends to submit an SOQ in response to the RFQ.

“P3” means a public-private partnership as outlined by North Dakota Century Code Chapter 48-02.1.

“RFQ” or “Request for Qualifications” means the solicitation that is issued by the Metro Flood Diversion Authority to Proposers which will outline Statement of Qualifications requirements.

“Resolution” means the resolution adopted by the Metro Flood Diversion Authority authorizing issuance of the RFQ.

“Short List” means the list of Proposers selected by the Evaluation Team based on evaluation and ranking of SOQs to submit a proposal in response to the Request for Proposals.

“SOQ Submission Location” means the location identified in the FRQ where SOQs will be submitted.

“SOQ” or “Statement of Qualifications” means the qualifications package submitted to the Metro Flood Diversion Authority by a Proposer in response to the RFQ.

Section 1.02 TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any person shall be construed to include any person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Procedure in its entirety and not to any particular provision hereof, and (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Procedure.

ARTICLE II. DRAFTING

Section 2.01 RFQ DRAFT PREPARATION. The Drafters of the RFQ will consist of a diversified group of individuals representing the Metro Flood Diversion Authority, who possess financial, legal, project management, and engineering backgrounds. During the drafting phase of the RFQ, Drafters may solicit, in their sole discretion, information and assistance from other disciplines and outside consultants or advisors. Drafters of the RFQ will include engineering, legal, financial, risk management, and project management professionals. The Drafters have full discretion to include, in addition to the specific provisions provided in this Procedure, other provisions which are believed to be appropriate to include in the RFQ.

Section 2.02 FINAL DRAFT. The Final Draft of the RFQ must be clearly marked as final and will be transmitted to the Executive Director for dissemination to and review by the Metro Flood Diversion Authority, the Diversion Authority Board, and the Member Entities.

ARTICLE III. ADOPTION

Section 3.01 REVIEW AND RESOLUTION. The Metro Flood Diversion Authority will review the RFQ following receipt and review of the Final Draft to determine whether to adopt the Resolution. Voting by the Diversion Authority Board on the Resolution will occur in accordance with Article V of the Joint Powers Agreement.

Section 3.02 CCJWRD ADOPTION. The Metro Flood Diversion Authority's adoption of the Resolution is contingent upon a resolution by the CCJWRD authorizing issuance of the RFQ. Accordingly, the Metro Flood Diversion Authority will not adopt the Resolution until after the CCJWRD has adopted a separate resolution authorizing issuance of the RFQ.

ARTICLE IV. POSTING AND PUBLICATION

Section 4.01 POSTING AND PUBLICATION. Following adoption of the Resolution, the Metro Flood Diversion Authority will post the RFQ on its website, www.fmdiversion.com, and will also publish official notice that the RFQ is available in the *The Forum* (the official newspaper of the Diversion Authority) and in a trade publication, electronic plan service, builders exchange, or other industry recognized method of general circulation among contractors within both the State of North Dakota and the United States, once each week for three (3) consecutive weeks, with the first publication being at least twenty-one (21) days before date upon which SOQs are required to be submitted.

ARTICLE V. EVALUATION TEAM

Section 5.01 DUTIES AND RESPONSIBILITIES. The Evaluation Team will be responsible for developing Evaluation Criteria; reviewing and responding to comments, clarifications, or

questions submitted by Proposers during the RFQ; meeting with Proposers; reviewing, evaluating, and scoring SOQs in accordance with Evaluation Criteria; and, preparing and recommending a Short List of Proposers to the Metro Flood Diversion Authority.

Section 5.02 COMPOSITION. The Evaluation Team will consist of a diversified group of individuals possessing financial, technical, and engineering backgrounds. Members of the Evaluation Team may include professionals from the Member Entities' engineering, financial, administrative, and program management teams. Each Member Entity will select one (1) technical staff member or consultant to join the Evaluation Team. Members of the Member Entities' Governing Bodies will not participate as part of the Evaluation Team. The Evaluation Team may request advice from the Metro Flood Diversion Authority's technical, financial, legal, engineering, and project management consultants and/or advisors.

Section 5.03 COMMUNICATION WITH METRO FLOOD DIVERSION AUTHORITY. Once all SOQs have been submitted and the Evaluation Team begins evaluating the SOQs, the Evaluation Team shall not discuss SOQs or the evaluation process with the Metro Flood Diversion Authority, the Diversion Authority Board Members, Governing Body Members of the Member Entities, or public officials of Member Entities.

Section 5.04 NO CONTACT WITH PROPOSER BY GOVERNING BODY MEMBERS. Members of the Governing Bodies of the Member Entities and Diversion Board Authority Members shall not have contact with any Proposer.

ARTICLE VI. SUBMISSION OF STATEMENTS OF QUALIFICATIONS

Section 6.01 QUESTIONS AND CLARIFICATIONS. Proposers may submit written comments, questions, or requests for clarification relating to the RFQ to the Evaluation Team. The Evaluation Team, in its sole discretion, will define how questions and clarifications may be submitted, a submission deadline date, and how the Evaluation Team will respond to questions and clarifications.

Section 6.02 SOQ SUBMISSION LOCATION. The Drafters, in their sole discretion, will select the SOQ Submission Location and determine the hours of submission.

Section 6.03 SUBMISSIONS. The Drafters, in their sole discretion, will determine the format for SOQs, organization of SOQs, assemblage of SOQs, and how submissions of the SOQs will occur.

Section 6.04 DEADLINE FOR SUBMISSIONS. The Drafters will set the deadline for submission of SOQs.

Section 6.05 LATE SUBMISSIONS. Any SOQ submissions which are made after the deadline for submissions will be considered late. Late SOQ submissions will be considered non-responsive, will remain unopened, and will be excluded from further consideration.

**ARTICLE VII.
EVALUATION CRITERIA**

Section 7.01 DRAFTING. The Evaluation Team will be responsible for drafting Evaluation Criteria. During drafting, the Evaluation Team, in its sole discretion, may seek information and assistance from outside technical, financial, legal, engineering, and project management consultants or advisors.

Section 7.02 EVALUATION CRITERIA CONSIDERATIONS. The Evaluation Team, in its sole discretion, will develop specific criteria to assess each Proposer's management, technical, and financial qualifications and capabilities and any other criteria that the Evaluation Team deems applicable. The Evaluation Team will assign a maximum number of points which a Proposer can obtain for management, technical, and financial qualifications and capabilities and for any other considerations deemed applicable by the Evaluation Team.

**ARTICLE VIII.
EVALUATION OF STATEMENTS OF QUALIFICATIONS**

Section 8.01 OUTSIDE CONSULTANTS AND ADVISORS. The Evaluation Team may solicit, in its sole discretion, information and assistance from outside consultants and advisors during the evaluation process.

Section 8.02 SUBMISSIONS. The Evaluation Team may, in its sole discretion, terminate evaluations of SOQs received at any time, reject any and all SOQs received at any time, disqualify Proposers, waive deficiencies in an SOQ, accept and review a non-conforming SOQ, permit clarifications or additional information to be submitted with respect to an SOQ, require confirmation of information submitted in an SOQ, require additional information concerning an SOQ, require additional evidence of qualifications to perform the work described in the RFQ, or reserve any other rights that it deems appropriate.

Section 8.03 SCORING BASED ON EVALUATION CRITERIA. The Proposers will be ranked based upon the scores received during the evaluation pursuant to the Evaluation Criteria, with the highest-ranked Proposer receiving the most points.

Section 8.04 EVALUATION TEAM CONTACT. At any time during the SOQ evaluation process, the Evaluation Team or its outside consultants or advisors may, within the Evaluation Team's sole discretion, (a) submit written questions or requests for clarifications to the Proposer regarding its SOQ or related matters, (b) contact references included in the SOQ, or (c) visit facilities and clients associated with any Proposer that are included in the SOQ. The Evaluation Team may also require that all or a limited number of Proposers participate in interviews.

**ARTICLE IX.
SHORT LIST**

Section 9.01 SHORT LIST OF PROPOSERS. The Short List will consist of the three (3) or four (4) Proposers who received the highest scores during the evaluation by the Evaluation Team.

Section 9.02 TRANSMISSION TO METRO FLOOD DIVERSION AUTHORITY. Once the Evaluation Team has compiled the scores for all Proposers and short listed three (3) or four (4) Proposers, the Evaluation Team will transmit the results of its evaluation and the Short List to the Executive Director for transmission to the Metro Flood Diversion Authority, its members, and the Metro Flood Diversion Authority Members.

Section 9.03 CCJWRD REVIEW AND APPROVAL. The CCJWRD will concur with the Short List prior to the Metro Flood Diversion Authority's approval of the Short List.

Section 9.04 METRO FLOOD DIVERSION AUTHORITY REVIEW AND APPROVAL. The Metro Flood Diversion Authority, upon receiving the Short List, will review the Short List, make findings and conclusions, and designate Proposers as Short Listed and eligible for the Request for Proposals selection phase. The Metro Flood Diversion Authority has the final authority to determine, in its best interests, which Proposers will comprise the Short List.

ARTICLE X. PROTEST PROCEDURES

Section 10.01 PROTEST. Any Proposer submitting an SOQ may protest the Authority's Short List by submitting through certified mail or hand delivery such protest setting forth the basis thereof in writing.

Section 10.02 TIMING. In order to receive consideration, protests must be submitted to the Executive Director no later than five (5) calendar days after the Metro Flood Diversion Authority announces the Short List. The written protest must be received by the Executive Director no later than 5:00 p.m. Central Time on the fifth (5th) calendar day. In the event the fifth (5th) day falls on a weekend or an official holiday, the five-day period expires at 5:00 p.m. Central Time on the next regular business day.

Section 10.03 CONTENTS. A protest should contain, at a minimum, the following:

- (a) Name and address of the protester, including telephone and facsimile numbers and email address;
- (b) A statement concerning the protester's interest in the RFQ process;
- (c) An executive summary of the basis of the protest, not to exceed two (2) pages;
- (d) A detailed statement of the basis for the protest, including any supportive documents and information; and
- (e) The relief requested and the reason therefore.

Section 10.04 REVIEW. The Executive Director will review the protest and supportive documents and issue a written decision within five (5) business days of receipt of the protest. The Executive Director, in its sole discretion, however, may take any action or make any request deemed necessary in order to investigate the protest, including extending the time to issue a decision in order to obtain all evidence and other pertinent information. Once the Executive Director makes a written recommendation, it will provide a copy of such to the protester.

Section 10.05 DIVERSION AUTHORITY BOARD DECISION. Upon receipt of the recommendation(s) of the Executive Director, the Diversion Authority Board may request additional information and/or evidence regarding the matter. The Diversion Authority Board will make findings, conclusions, and a decision regarding the protest. The Diversion Authority Board has the final authority to determine whether to accept or reject the protest. Once the Diversion Authority Board makes its decision, it will provide a copy of such decision to the protester.

Section 10.06 APPEAL. Appeals of review decisions may be taken in accordance with North Dakota Century Code Chapter 28-34.

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DRAFT



Recommended Contracting Actions Summary

Date: July 14, 2016

Description	Company	Budget Estimate (\$)
Task Order Amendments		
6.a.1 Task Order 10 (Utility Relocations), Amendment 8 <ul style="list-style-type: none"> Add Relocation Design (Allowance) and Red River Levees Utility Relocation Plan 	Houston-Moore Group	15,500
Construction Change Orders		
6.a.2 WP-42F.1S (Flood Control – 2nd St. N, South of Pump Station), Change Order 09 <ul style="list-style-type: none"> Add differing subsurface conditions Add floodwall utility penetrations Add City of Fargo signal light pull boxes Add concrete utility conduit removal Deduct City Hall construction coordination and misc. items 	Industrial Builders, Inc.	(55,349.74)
6.a.3 WP-42A.2 (2nd St. N Pump Station), Change Order 08 <ul style="list-style-type: none"> Deduct unused Hazardous Fill Removal and Disposal 	Industrial Builders, Inc.	(47,876.36)
6.a.4 WP-42C.1 (HoJo, Shakey's, FPS Demolition), Change Order 03 <ul style="list-style-type: none"> Add removal of ACM pipe Add insulated doors Deduct mulching Deduct over excavation Deduct foundation wall removal 	Landwehr Construction, Inc.	15,109.28
Third-Party Services Agreement		
6.a.5 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

Technical Advisory Group Recommendation

Meeting Date: 7/7/2016

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 Advisory Group:

List description of Contract Action(s):

Houston-Moore Group, LLC

Task Order 10, Amendment 8 – Utilities Design and Identification **\$15,500**

- Add scope and budget for Relocation Design (Allowance) and Red River Levees Utility Relocation Plan
- Update Activity ID coding numbers for subtasks

BACKGROUND:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the preparation of utility relocation plans; utility relocation services; utility relocation designs (when required); relocation determinations; and performance specifications, for the relocation of utilities within the areas of the project described in the Task Order. HMG has provided these professional services under Task Order 10 from June 14, 2012, to the present time. See the table on the next page 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 10 Amendment 0	\$ -	\$94,000	\$ -	14-Jun-12	30-Sep-13	Initial authorization of subtasks A through D.
Task Order 10 Amendment 1	\$194,000	-	\$288,000	14-Feb-13	30-Sep-13	Added subtask for South utilities.
Task Order 10 Amendment 2	\$50,000	-	\$338,000	24-Apr-13	30-Dec-13	Added subtask for Red River Levees utilities.
Task Order 10 Amendment 3	\$0	-	\$338,000	14-Jun-12	30-Sep-14	Extended POP for North and South subtasks to 30-Sep-14, and the POP for the Red River Levees subtask to 30-Jun-14.
Task Order 10 Amendment 4	\$0	-	\$338,000	14-Jun-12	30-Sep-14	Added two City of Fargo sanitary sewer force mains to scope.
Task Order 10 Amendment 5	\$0	-	\$338,000	14-Jun-12	30-Sep-15	Extended POP to 30-Sep-15.
Task Order 10 Amendment 6	\$0	-	\$338,000	14-Jun-12	31-Mar-16	Extended POP to 31-Mar-16.
Task Order 10 Amendment 7	\$0	-	\$338,000	14-Jun-12	31-Dec-16	Added requirements for monthly invoicing and status reporting. Extended POP for All Work to 31-Dec-16.
Task Order 10 Amendment 8	\$15,500	-	\$353,500	14-Jun-12	31-Dec-16	Add scope and budget for Relocation Design (Allowance) and Red River Levees Utility Relocation Plan

DISCUSSION:

Amendment 8 to Task Order 10 adds scope and budget for additional work under the Relocation Design Allowance and Red River Levees Utility Relocation Plan.

For Subtask 2.C (Relocation Design Allowance), the work performed to complete designs exceed the \$30,000 allowance by \$400. This is approximately 2-3 hours of labor and is less than five percent of the total allowance. The PMC recommends increasing this subtask budget \$400 to cover this additional work.

For Subtask 2.A3 (Red River Levees Utility Relocation Plan), HMG provided a cost proposal for additional planning and coordination work undertaken to complete utility relocation designs that cross the 2nd Street North floodwall and obtain USACE approval of the designs. The additional work was required for six (6) utility relocations and adds 112 hours of labor at a cost of approximately \$15,100. The PMC reviewed this cost proposal and recommends increasing this subtask budget \$15,100 to cover this additional work.

TO10 Utility Relocation and Identification Budgets by Subtask:

Subtask	Activity ID	Current Budget (\$)	Amendment 8 (\$)	Total (\$)
NORTH				
2A-1. Utility Relocation Plan	SW-1250	37,000	0	37,000
2B. Utility Relocation Services for Specific Utility Owners	SW-1250	22,000	0	22,000
2C. Relocation Design (Allowance)	SW-1250	30,000	400	30,400
2D. Relocation Support Services	SW-1250	5,000	0	5,000
SOUTH				
2A-2. Utility Relocation Plan	SW-1250	194,000	0	194,000
RED RIVER LEVEES				
2A-3. Utility Relocation Plan	SW-1250	50,000	15,100	65,100
TOTAL		338,000	15,500	353,500

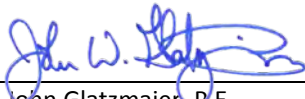
The PMC reviewed HMG's cost proposal and found it to be acceptable.

This change amount of \$15,500 is included in the FY-2016 FMDA budget.

ATTACHMENT(S):

1. Draft Task Order 10, Amendment 8
2. HMG cost proposal

Presented by:



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

July 7, 2016
Date

Keith Berndt, Cass County Administrator
Concur: July 7, 2016 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: July 11, 2016 Non-Concur _____

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

Jason Benson, Cass County Engineer
Concur: July 7, 2016 Non-Concur _____

David Overbo, Clay County Engineer
Concur: July 11, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: July 7, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager
Concur: July 8, 2016 Non-Concur: _____

Houston-Moore Group, LLC

Task Order No. 10, Amendment 8~~7~~

MFDA Purchase Order No. 152025

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

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

The parties agree that in the event of a conflict between prior versions of this Task Order No. 10 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: UTILITIES DESIGN and IDENTIFICATION - OUTLET to I-94 (NORTH), I-94 to STAGING AREA (SOUTH), and RED RIVER LEVEES project areas.
- B. Description: Provide utility relocation plans, utility relocation services, utility relocation designs when required, utility relocation support services, relocation determination and performance specifications, for the relocation of utilities from the Diversion Outlet at the Red River (Station 0+00) through (Station 901+00) at I-94 (NORTH), from I-94 (Station 901+00) through the Diversion Inlet, Embankments, and Staging Area (SOUTH), and the RED RIVER LEVEES project area.
- C. Background: Various utilities such as power lines, communication lines, gas lines, and water lines have been identified and located within the proposed Diversion Channel footprint, embankments, Staging Area, and Red River levee project area, or will cross the Diversion Channel, and there may be additional utilities that have not yet been identified. These utilities will have to be relocated or abandoned prior to construction of the Diversion Channel, embankments, Staging Area, Red River Levees, and appurtenant structures. Some utilities will be relocated by contractors under contract with the Diversion Authority, while others will be relocated by the utility owner.

Currently identified utilities in the North Section include:

- I. Overhead power (9), buried power (4).
- II. Buried fiber optic (4), buried copper wire (7).
- III. Buried natural gas (2).
- IV. Buried water (8).

Anticipated utilities in the South Section include:

- I. Overhead power, buried power.
- II. Buried fiber optic, buried copper wire.
- III. Buried natural gas.

- IV. Buried water.
- V. Buried wastewater.

Anticipated utilities in the Red River Levee project area include:

- I. Overhead power, buried power.
- II. Buried fiber optic, buried copper wire.

2. Services of Engineer

A. UTILITY RELOCATION PLAN:

- I. Identify and field locate utilities from the Maple River to I-94.
- II. Obtain copies of filed easements from the Maple River to I-94.
- III. Work with impacted utility owners and provide utility relocation plans for impacted utilities from the Outlet to I-94.
- IV. Comply with requirements in the Fargo-Moorhead Metro Area Flood Risk Management Utility Relocation Requirements, (MFR No. 010, CEMVP-PM-B).
- V. Identify and field locate utilities from I-94 to the Staging Area.
- VI. Obtain copies of filed easements from I-94 to the Staging Area.
- VII. Meet with or contact impacted utility owners and develop preliminary utility relocation plans or approaches for impacted utilities from I-94 to the Staging Area.
- VIII. Develop preliminary utility relocation plans or approaches for impacted utilities in the 2nd Street/downtown Fargo area of the Red River Levees project.
- IX. Develop an estimated schedule or time frame and cost for each utility.

Deliverables:

- I. Preliminary Utility Relocation Plans (North, South, and Red River Levees).
- II. Final Utility Relocation Plans (North).

B. UTILITY RELOCATION SERVICES FOR SPECIFIC UTILITY OWNERS (NORTH):

- I. Work with impacted utility owners to develop utility relocation documents for impacted utilities.
- II. Provide performance specifications for utilities to be relocated by utility owners.
- III. Assist with negotiations of relocation agreements with the utility owners.

C. RELOCATION DESIGN:

- I. Develop utility relocation design documents (technical specifications and drawings) for utilities to be relocated under contract to the Diversion Authority.
 - 1. WP-43 (OHB Ring Levee) – Construction of the OHB Ring Levee requires relocation of existing utilities that cross the levee. Provide relocation design documents for two (2) City of Fargo sanitary sewer force mains. Include design documents in WP-43D (Road Raises and Interior drainage) design package and include in ATR submittal to USACE.

Deliverables:

- I. Utility relocation design documents.
- D. RELOCATION SUPPORT SERVICES (NORTH):
 - I. If requested by Owner or PMC, review relocation documents prepared by utility companies.

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

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 C, Relocation Design, is based on an allowance.
 - 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask C, Relocation Design, is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask C, Relocation Design, is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask C, Relocation Design, without Owner’s authorization by an amendment to this Task Order.

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

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
NORTH				
A. Utility Relocation Plan	SW-1250	37,000	0	37,000
B. Utility Relocation Services for Specific Utility Owners	SW-1250DE-8360	22,000	0	22,000
C. Relocation Design (Allowance)	SW-1250DE-8550	30,000	4000	30,400 30,000
D. Relocation Support Services	SW-1250DE-8360	5,000	0	5,000
SOUTH				
Utility Relocation Plan	SW-1250 SW-1535	194,000	0	194,000
RED RIVER LEVEES				
A. Utility Relocation Plan	SW-1250WP-42D Design-Cost—Utility Relocate	50,000	15,1000	65,100 50,000
TOTAL		338,000	15,5000	353,500 338,000

- 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
 - II. Status report will accompany invoice, and detail work completed during the invoice period.
 - III. Status report will be organized by subtask, and provide narrative of work completed on each subtask.
 - IV. Status of work completed will include:
 - a. 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.
 - b. Dates of on-call services provided, and description of the activities performed by Engineer, including any deliverables produced.
 - c. Dates of deliverables otherwise required under the Project Management task.
6. Consultants: None
 7. Other Modifications to Agreement: None
 8. Attachments: None
 9. Documents Incorporated By Reference: None
 10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 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

**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



FM Metro Risk Management Project

HMG Task Order No. 10 - In Town Levees Utility Planning and Coordination

Task	Activity Description	Personnel Costs												Cost Per Task
		Senior 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	
WP42 - In Town Levees - Utility Planning and Coordination														
Task No. 401	Planning and Coordination with Utility Companies and USACE on relocations for In Town Levee Work packages	8	\$ 1,392	40	\$ 5,840	40	\$ 4,400	4	\$ 928	16	\$ 1,968	4	\$ 288	\$ 14,816
Task No. 401	Expenses													\$ 250
	Total	8	\$ 1,392	40	\$ 5,840	40	\$ 4,400	4	\$ 928	16	\$ 1,968	4	\$ 288	\$ 15,066

Technical Advisory Group Recommendation

Meeting Date: 7/8/2016

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 #9</i>	(55,349.74)
<ul style="list-style-type: none"> WP-42F.1S, 2nd Street North (South of Pump Station) – Differing Subsurface Condition, Wall Penetrations, CenturyLink Concrete Removal, Furnish and Install Signal Light Pull Boxes, City Hall Construction Accommodation and Misc. Items 	

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.

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
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
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
Change Order No. 9	(55,349.74)	16,890,454.32	16,835,104.58	08-Oct-15	25-Jul-17	Differing Subsurface Condition, Wall Penetrations, CenturyLink Concrete Removal, Furnish and Install Signal Light Pull Boxes, City Hall Construction Accommodation and Misc. Items

DISCUSSION

1. Change Order No. 9 adds new and modifies existing scope elements to total a decrease of \$55,349.74 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. This change item was originally presented to the Diversion Authority in Change Order No. 8 for differing subsurface conditions costs incurred from Project Start through May 28, 2016. That amount was \$139,428.30.
 - i. For Change Order No. 9, covering the period from May 28, 2016 through June 30, 2016, the differing subsurface conditions time and material costs incurred were \$48,247.52, resulting in a cost to date of \$187,675.82 for this line item.
 - ii. Additional differing subsurface conditions costs are anticipated to be incurred as other portions of the project site are excavated. A budget for future differing subsurface conditions costs is not included in this change order. Actual future differing subsurface conditions costs will be included in a future change order.
 - iii. The Owner’s Representative reviewed Time and Materials rates prior to acceptance. HMG and CH2M have reviewed this change and find it acceptable. The costs are broken down into the following categories:
 1. Prime Contractor removals (IBI)
 2. Earthwork subcontractor removals (Reiner)
 3. Removal of 60” steel casing around sewer pipe not previously identified in the plans
 4. Removal of concrete beneath a water line not previously identified in the plans
 - b. **Wall Penetrations** – The City of Fargo requested that additional wall penetrations be placed through the floodwall to accommodate future utility use. The price includes labor and materials to install the link seals and grouting of the conduit. CH2M and HMG have reviewed this cost and find it acceptable. The total cost for this change item is \$5,980.75.

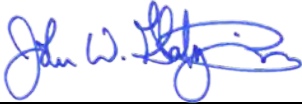
- c. **CenturyLink Concrete Removal** – the Contractor removed concrete on a CenturyLink utility line conduit ductbank, to facilitate continuing work and prevent standby time. This is work that was originally scoped for CenturyLink. This cost and scope will be removed from CenturyLink’s Contract. The total cost for this work is \$10,021.00. HMG and CH2M have reviewed this cost and find it acceptable.
- d. **Furnish and Install Signal Light Pull Boxes** – The original design included signal wires located in some of the street light pull boxes, but City of Fargo standard practice is to have separate pull boxes for both traffic signal lights and street lights. This change adds the additional signal light pull boxes to meet the City of Fargo standard. CH2M and HMG have reviewed this cost and find it acceptable. The total cost for this change item is \$15,400.00.
- e. **City Hall Construction Accommodation Deduction and Misc. Items** – During the design phase of this project the Engineer assumed per Owner direction that City Hall construction would not be conducted concurrently with 42F.1S project Work. The Engineer worked closely with the Diversion Authority Project Manager to develop Change Proposal Request 001. Changes to the work include the following:
 - i. Remove concrete median crossing 3rd St North, adjust storm sewer in 3rd St North and 1st Avenue, roadway reduction on 3rd St North and remove guard shack along 3rd St North.
 - ii. Gate valve added on watermain for 3rd Ave North tie in and watermain adjusted up 3rd Ave North.
 - iii. Removal of copper pipe service to pump station – to connect water service to the 42A2 pump station would have required boring a hole in the side of the pump station. The Engineer of Record and City personnel determined that this would not be necessary, so the copper pipe providing water service to the pump station under the F.1S contract was not installed.
 - iv. During design the Engineer estimated the size of the concrete pad required for the generator associated with the 42A2 pump station. Xcel Energy designed and installed a transformer that was bigger than the preliminary transformer size estimate. The Engineer of Record determined the transformer pad should be larger to accommodate the larger transformer.

Details of the changes in scope can be found in the attached drawings and Change Order 09 Unit Price Schedule dated 7/14/2016. The total net cost reduction of this change item is \$134,999.01. The changes in cost primarily deal with adjustment to the quantities of existing bid items; however, three additional bid items are added to accommodate an additional 8” sanitary sewer pipe and the removal of a guard shack on 3rd St North.

ATTACHMENT(S):

1. Change Order No. 9
2. Contractor’s Change Proposal Dated 6/30/2016 (Differing subsurface conditions, City of Fargo Wall Penetrations, CenturyLink Wall Penetration, CenturyLink Concrete Removal, Furnish and Install Light Pull boxes)
3. Contractor’s Change Proposal Dated 7/6/2016 (City Hall Construction Accommodation Deduction and Misc. Items)
4. Change Proposal Request 001 dated 7/5/2016 (City Hall Construction Accommodation Deduction and Misc. Items)

Submitted by:



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

July 8, 2016

Date

Keith Berndt, Cass County Administrator

Concur: July 11, 2016 Non-Concur: _____

April Walker, Fargo City Engineer

Concur: July 11, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering

Concur: _____ Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: July 11, 2016 Non-Concur _____

David Overbo, Clay County Engineer

Concur: July 11, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: July 9, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority Project
Manager

Concur: July 10, 2016 Non-Concur: _____



Change Order No. 09

Date of Issuance:	<u>7/14/2016</u>	Effective Date:	<u>7/14/2016</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: Fargo-Moorhead Area Diversion Contract Name: Flood Control, 2nd Street North, South of Pump Station

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

Description:

1. DIFFERING SUBSURFACE CONDITIONS

- a. Increase Contract Price to accommodate labor, equipment, material and disposal rates associated with differing subsurface conditions during excavation by modifying bid item 0233 Differing Subsurface Condition as shown in the attached Change Order 9 Unit Price Schedule Dated 7/14/2016. This change accommodates all costs related to subsurface conditions from May 28, 2016 through June 30, 2016. There is no schedule change associated with this change item.

2. WALL PENETRATIONS

- a. Add lump sum bid item bid item 0238, *Wall Penetrations* to accommodate City of Fargo requested penetrations through the floodwall for future utility use and City of Fargo lighting. The increased quantity results in an adjustment of Contract Price as shown in the attached Change Order 9 Unit Price Schedule dated 7/14/2016. There is no schedule change associated with this change item.

3. CENTURYLINK CONCRETE REMOVAL

- a. Increase Contract Price to accommodate removal of concrete associated with the CenturyLink utility duct bank. Increase Contract Price by adding bid item 0239, *Floating Manhole Castings* as shown in the attached Change Order 9 Unit Price Schedule dated 7/14/2016. There is no schedule change associated with this change item.

4. FURNISH AND INSTALL LIGHT PULL BOXES

- a. Increase Contract Price to accommodate installation of City requested pull boxes. Increase Contract Price by adding bid item 0240, *F&I Light Pull Boxes* as shown in the attached Change Order 9 Unit Price Schedule dated 7/14/2016. There is no schedule change associated with this change item.

5. CITY HALL CONSTRUCTION ACCOMODATION AND MISC. ITEMS

- a. Increase contract price by modifying various bid items and adding two (2) unit rate and one (1) lump sum bid item to accommodate adjustments required for City of Fargo City Hall construction per Change Proposal Request 001. Increase Contract price by modifying bid items as shown on the attached Change Order 9 Unit Price Schedule

dated 7/14/2016. Additionally add the following bid items as shown on the attached Change Order 9 Unit Price Schedule dated 7/14/2016:

- i. Bid Item 0235 - F&I Sanitary Pipe SDR 26 - 8" Dia PVC
- ii. Bid Item 0236 - F&I Sanitary Pipe w/GB SDR 26 - 8" Dia PVC
- iii. Bid Item 0237 - Remove Parking Attendant Structure

There is no schedule change associated with this change item

Attachments:

Change Order 08 Unit Price Schedule Dated 7/14/2016

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 16,184,905.85	Original Contract Times: Interim Milestone A: <u>November 30, 2015</u> Substantial Completion: <u>October 1, 2016</u> Ready for Final Payment: <u>June 15, 2017</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> thru <u>08</u> : 705,548.47	[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> : Interim Milestone A: <u>37 days</u> Substantial Completion: <u>37 days</u> Ready for Final Payment: <u>37 days</u>
Contract Price prior to this Change Order: 16,890,454.32	Contract Times prior to this Change Order: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>November 7, 2016</u> Ready for Final Payment: <u>July 22, 2017</u>
[Increase] [Decrease] of this Change Order: (55,349.74)	[Increase] [Decrease] of this Change Order:
Contract Price incorporating this Change Order: 16,835,104.58	Contract Times with all approved Change Orders: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>November 7, 2016</u> Ready for Final Payment: <u>July 22, 2017</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Owner's Representative (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Name: <u>Tyler Smith, P.E.</u>	Name: <u>Darrell Vanyo</u>	Name: <u>David Goulet</u>
Title: <u>Construction Manager</u>	Title: <u>Chairman</u>	Title: <u>Project Manager</u>
Date: _____	Date: _____	Date: _____

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

Change Order 9 Unit Price Schedule
 DATE: 7/14/2016



WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			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	(1)	\$ 5,800.00	\$ (5,800.00)	11	5,800.00	\$ 63,800.00
0006	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3	7,100.00	\$ 21,300.00			\$ -	3	7,100.00	\$ 21,300.00
0007	F&I Sanitary Manhole SS-1	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0008	F&I Sanitary Manhole SS-8	EA	1	18,000.00	\$ 18,000.00			\$ -	1	18,000.00	\$ 18,000.00
0009	F&I Sanitary Manhole Type E Reinf Conc	EA	3	25,500.00	\$ 76,500.00			\$ -	3	25,500.00	\$ 76,500.00
0010	F&I 2-Way Cleanout	EA	1	3,000.00	\$ 3,000.00			\$ -	1	3,000.00	\$ 3,000.00
0011	F&I Casting - Floating Manhole	EA	1	1,800.00	\$ 1,800.00			\$ -	1	1,800.00	\$ 1,800.00
0012	Connect Sanitary Pipe to Exist Pipe	EA	1	2,500.00	\$ 2,500.00			\$ -	1	2,500.00	\$ 2,500.00
0013	F&I Insulation 2" Thick	SY	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	(24)	\$ 120.00	\$ (2,880.00)	18	120.00	\$ 2,160.00
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	94	\$ 180.00	\$ 16,920.00	251	180.00	\$ 45,180.00
0018	F&I Sanitary Pipe SDR 26 - 36" Dia PVC	LF	38	350.00	\$ 13,300.00			\$ -	38	350.00	\$ 13,300.00
0019	F&I Sanitary Pipe w/GB Sch 40 - 4" Dia PVC	LF	38	275.00	\$ 10,450.00			\$ -	38	275.00	\$ 10,450.00
0020	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	82	261.00	\$ 21,402.00	(60)	\$ 261.00	\$ (15,660.00)	22	261.00	\$ 5,742.00
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
0022	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	49	300.00	\$ 14,700.00			\$ -	49	300.00	\$ 14,700.00

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

ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0023	F&I Sanitary Pipe w/GB SDR 26 - 15" Dia PVC	LF	95	290.00	\$ 27,550.00			\$ -	95	290.00	\$ 27,550.00
0024	F&I Sanitary Pipe w/GB SDR 35 - 15" Dia PVC	LF	6	415.00	\$ 2,490.00			\$ -	6	415.00	\$ 2,490.00
0025	F&I Sanitary Pipe w/GB SDR 26 - 18" Dia PVC	LF	529	420.00	\$ 222,180.00	(99)	\$ 420.00	\$ (41,580.00)	430	420.00	\$ 180,600.00
0026	F&I Sanitary Pipe w/GB SDR 26 - 36" Dia PVC	LF	30	810.00	\$ 24,300.00			\$ -	30	810.00	\$ 24,300.00
0027	F&I DI Fittings-Sanitary Force Main	LB	11965	7.00	\$ 83,755.00			\$ -	11965	7.00	\$ 83,755.00
0028	F&I Sanitary Valve 8" Dia-Plug Valve	EA	1	4,300.00	\$ 4,300.00			\$ -	1	4,300.00	\$ 4,300.00
0029	F&I Sanitary Valve 16" Dia-Plug Valve	EA	1	9,000.00	\$ 9,000.00			\$ -	1	9,000.00	\$ 9,000.00
0030	F&I Sanitary Valve 24" Dia-Plug Valve	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0031	F&I Sanitary Valve 30" Dia-Plug Valve	EA	1	41,000.00	\$ 41,000.00			\$ -	1	41,000.00	\$ 41,000.00
0032	F&I Pipe w/GB Class 53-8" Dia DIP (Protecto 401)	LF	10	355.00	\$ 3,550.00			\$ -	10	355.00	\$ 3,550.00
0033	F&I Sanitary Pipe w/GB DR 25 - 16" Dia PVC	LF	310	330.00	\$ 102,300.00			\$ -	310	330.00	\$ 102,300.00
0034	F&I Sanitary Pipe w/GB DR 25 - 24" Dia PVC	LF	125	500.00	\$ 62,500.00			\$ -	125	500.00	\$ 62,500.00
0035	F&I Sanitary Pipe w/GB DR 25 - 30" Dia PVC	LF	795	400.00	\$ 318,000.00			\$ -	795	400.00	\$ 318,000.00
0036	Remove Sanitary Pipe All Sizes All Types	LF	2249	\$ 15.00	\$ 33,735.00			\$ -	2249	\$ 15.00	\$ 33,735.00
0037	Plug Sanitary Pipe 10" Diameter	EA	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
0046	Connect Water Service	EA	2	\$ 900.00	\$ 1,800.00	(1)	\$ 900.00	\$ (900.00)	1	\$ 900.00	\$ 900.00
0047	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	21	\$ 70.00	\$ 1,470.00			\$ -	21	\$ 70.00	\$ 1,470.00
0048	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	95	\$ 55.00	\$ 5,225.00	(6)	\$ 55.00	\$ (330.00)	89	\$ 55.00	\$ 4,895.00

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

ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0049	F&I Watermain Pipe C900 DR 18 - 8" Dia PVC	LF	193	\$ 44.00	\$ 8,492.00	21	\$ 44.00	\$ 924.00	214	\$ 44.00	\$ 9,416.00
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	(1)	\$ 1,750.00	\$ (1,750.00)	9	\$ 1,750.00	\$ 15,750.00
0054	F&I Gate Valve 8" Dia	EA	1	\$ 2,370.00	\$ 2,370.00	1	\$ 2,370.00	\$ 2,370.00	2	\$ 2,370.00	\$ 4,740.00
0055	F&I Watermain Pipe 1" Dia Copper	LF	39	\$ 75.00	\$ 2,925.00	(36)	\$ 75.00	\$ (2,700.00)	3	\$ 75.00	\$ 225.00
0056	F&I Watermain Pipe w/GB 1" Dia Copper	LF	84	\$ 180.00	\$ 15,120.00	(20)	\$ 180.00	\$ (3,600.00)	64	\$ 180.00	\$ 11,520.00
0057	Remove Watermain Pipe All Sizes All Types	LF	1765	\$ 17.00	\$ 30,005.00			\$ -	1765	\$ 17.00	\$ 30,005.00
0058	Temporary Water Service (Howard Johnson Hotel)	LS	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	(275)	\$ 8.51	\$ (2,340.25)	6275	\$ 8.51	\$ 53,400.25
0061	F&I Storm Manhole 4' Dia Reinf Conc	EA	5	\$ 2,675.00	\$ 13,375.00			\$ -	5	\$ 2,675.00	\$ 13,375.00
0062	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	\$ 15,300.00	\$ 45,900.00			\$ -	3	\$ 15,300.00	\$ 45,900.00
0063	F&I Storm Manhole 8.1	EA	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0064	F&I Storm Manhole 8' Dia Reinf Conc	EA	3	\$ 16,700.00	\$ 50,100.00			\$ -	3	\$ 16,700.00	\$ 50,100.00
0065	F&I Storm Manhole Type E Reinf Conc	EA	8	\$ 54,000.00	\$ 432,000.00			\$ -	8	\$ 54,000.00	\$ 432,000.00
0066	F&I Storm Manhole ST-2 Special Manhole	EA	1	\$ 2,465.00	\$ 2,465.00			\$ -	1	\$ 2,465.00	\$ 2,465.00
0067	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4	\$ 2,365.00	\$ 9,460.00			\$ -	4	\$ 2,365.00	\$ 9,460.00
0068	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0069	Raise Storm Sewer Structure	EA	2	\$ 3,530.00	\$ 7,060.00			\$ -	2	\$ 3,530.00	\$ 7,060.00
0070	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	\$ 2,000.00	\$ 18,000.00			\$ -	9	\$ 2,000.00	\$ 18,000.00
0071	F&I Inlet - Triple Box Reinf Conc	EA	2	\$ 5,900.00	\$ 11,800.00			\$ -	2	\$ 5,900.00	\$ 11,800.00
0072	F&I Inlet - Bridge Drain	EA	1	\$ 5,500.00	\$ 5,500.00			\$ -	1	\$ 5,500.00	\$ 5,500.00
0073	F&I Storm Manhole Type E Crossing Chamber	EA	1	\$ 11,000.00	\$ 11,000.00			\$ -	1	\$ 11,000.00	\$ 11,000.00
0074	Connect Storm Pipe to Exist Structure	EA	2	\$ 17,000.00	\$ 34,000.00			\$ -	2	\$ 17,000.00	\$ 34,000.00

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

ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0075	Connect Storm Pipe to Exist Pipe	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0076	Remove Storm Manhole	EA	8	\$ 900.00	\$ 7,200.00			\$ -	8	\$ 900.00	\$ 7,200.00
0077	Remove Storm Inlet	EA	22	\$ 1,200.00	\$ 26,400.00			\$ -	22	\$ 1,200.00	\$ 26,400.00
0078	Remove Existing Storm Lift Station	LS	1	\$ 48,000.00	\$ 48,000.00			\$ -	1	\$ 48,000.00	\$ 48,000.00
0079	Riprap (Outlet)	CY	695	\$ 180.00	\$ 125,100.00			\$ -	695	\$ 180.00	\$ 125,100.00
0080	Remove Storm Pipe All Sizes All Types	LF	2283	\$ 17.00	\$ 38,811.00			\$ -	2283	\$ 17.00	\$ 38,811.00
0081	F&I Flared End Section 12" Dia Corr Steel	EA	1	\$ 272.00	\$ 272.00			\$ -	1	\$ 272.00	\$ 272.00
0082	Box Culvert End Section with Grate	EA	1	\$ 160,000.00	\$ 160,000.00			\$ -	1	\$ 160,000.00	\$ 160,000.00
0083	Plug Storm Pipe 4" thru 12" Dia	EA	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
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	(49)	\$ 190.00	\$ (9,310.00)	74	\$ 190.00	\$ 14,060.00
0096	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	167	\$ 192.00	\$ 32,064.00			\$ -	167	\$ 192.00	\$ 32,064.00
0097	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	424	\$ 204.00	\$ 86,496.00	(90)	\$ 204.00	\$ (18,360.00)	334	\$ 204.00	\$ 68,136.00
0098	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	155	\$ 575.00	\$ 89,125.00			\$ -	155	\$ 575.00	\$ 89,125.00
0099	F&I Storm Pipe w/GB 54" Dia Reinf Conc	LF	598	\$ 710.00	\$ 424,580.00			\$ -	598	\$ 710.00	\$ 424,580.00
0100	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	10	\$ 785.00	\$ 7,850.00			\$ -	10	\$ 785.00	\$ 7,850.00

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

ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0101	F&I Storm Box Culvert w/GB 6'x6' Wide Reinf Conc Precast	LF	658	\$ 1,440.00	\$ 947,520.00			\$ -	658	\$ 1,440.00	\$ 947,520.00
0102	Remove Pavement All Thicknesses All Types	SY	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	9910	\$ 15.00	\$ 148,650.00			\$ -	9910	\$ 15.00	\$ 148,650.00
0106	Subgrade Preparation	SY	12740	\$ 0.70	\$ 8,918.00	(402)	\$ 0.70	\$ (281.40)	12338	\$ 0.70	\$ 8,636.60
0107	F&I Woven Geotextile	SY	12740	\$ 2.00	\$ 25,480.00	(402)	\$ 2.00	\$ (804.00)	12338	\$ 2.00	\$ 24,676.00
0108	F&I Class 5 Agg - 6" Thick	SY	2521	\$ 10.00	\$ 25,210.00	896	\$ 10.00	\$ 8,960.00	3417	\$ 10.00	\$ 34,170.00
0109	F&I Class 5 Agg - 8" Thick	SY	1593	\$ 11.00	\$ 17,523.00	(1298)	\$ 11.00	\$ (14,278.00)	295	\$ 11.00	\$ 3,245.00
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	(218)	\$ 11.00	\$ (2,398.00)	3353	\$ 11.00	\$ 36,883.00
0112	F&I Curb & Gutter Standard (Type II)	LF	3888	\$ 36.00	\$ 139,968.00	(266)	\$ 36.00	\$ (9,576.00)	3622	\$ 36.00	\$ 130,392.00
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	(278)	\$ 83.00	\$ (23,074.00)	1108	\$ 83.00	\$ 91,964.00
0117	F&I Asphalt Cement PG 58-28	GAL	11644	\$ 2.50	\$ 29,110.00			\$ -	11644	\$ 2.50	\$ 29,110.00
0118	F&I Asphalt Cement PG 58-34	GAL	8296	\$ 3.00	\$ 24,888.00	(4000)	\$ 3.00	\$ (12,000.00)	4296	\$ 3.00	\$ 12,888.00
0119	F&I Median Nose - Conc	SY	23	\$ 112.00	\$ 2,576.00	8	\$ 112.00	\$ 896.00	31	\$ 112.00	\$ 3,472.00
0120	F&I Sidewalk 4" Thick Reinf Conc	SY	3260	\$ 73.00	\$ 237,980.00	(243)	\$ 73.00	\$ (17,739.00)	3017	\$ 73.00	\$ 220,241.00
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	(32)	\$ 62.00	\$ (1,984.00)	284	\$ 62.00	\$ 17,608.00
0126	F&I Sign Assembly	EA	26	\$ 260.00	\$ 6,760.00			\$ -	26	\$ 260.00	\$ 6,760.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
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
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

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
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
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

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

ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0179	Modify Traffic Signal System "C" (2 ST / NP AVE)	LS	1	\$ 105,000.00	\$ 105,000.00			\$ -	1	\$ 105,000.00	\$ 105,000.00
0180	Modify Traffic Signal System "D" (4 ST / 2 AVE N)	LS	1	\$ 36,000.00	\$ 36,000.00			\$ -	1	\$ 36,000.00	\$ 36,000.00
0181	Modify Traffic Signal System "E" (4 ST / 3 AVE N)	LS	1	\$ 26,000.00	\$ 26,000.00			\$ -	1	\$ 26,000.00	\$ 26,000.00
0182	Modify Traffic Signal System "F" (4 ST / 4 AVE N)	LS	1	\$ 38,000.00	\$ 38,000.00			\$ -	1	\$ 38,000.00	\$ 38,000.00
0183	Class 1 Overlay	SY	25	\$ 600.00	\$ 15,000.00			\$ -	25	\$ 600.00	\$ 15,000.00
0184	Bridge Concrete Removal	LS	1	\$ 45,000.00	\$ 45,000.00			\$ -	1	\$ 45,000.00	\$ 45,000.00
0185	Jersey Barrier Formed or Slipformed	LF	42	\$ 230.00	\$ 9,660.00			\$ -	42	\$ 230.00	\$ 9,660.00
0186	Bridge Curb	LF	20	\$ 65.00	\$ 1,300.00			\$ -	20	\$ 65.00	\$ 1,300.00
0187	Class AAE-3 Concrete	CY	54	\$ 1,500.00	\$ 81,000.00			\$ -	54	\$ 1,500.00	\$ 81,000.00
0188	Compression Seal	LF	180	\$ 65.00	\$ 11,700.00			\$ -	180	\$ 65.00	\$ 11,700.00
0189	Structural Steel	LS	1	\$ 75,000.00	\$ 75,000.00			\$ -	1	\$ 75,000.00	\$ 75,000.00
0190	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0191	F&I Sheet Piling - Steel	SF	470	\$ 60.00	\$ 28,200.00			\$ -	470	\$ 60.00	\$ 28,200.00
0192	Topsoil - Strip	CY	4085	\$ 2.00	\$ 8,170.00			\$ -	4085	\$ 2.00	\$ 8,170.00
0193	Topsoil - Spread	CY	2690	\$ 2.00	\$ 5,380.00	739	\$ 2.00	\$ 1,478.00	3429	\$ 2.00	\$ 6,858.00
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	739	\$ 0.42	\$ 310.38	20439	\$ 0.42	\$ 8,584.38
0202	Seeding Type B	SY	19700	\$ 0.42	\$ 8,274.00	739	\$ 0.42	\$ 310.38	20439	\$ 0.42	\$ 8,584.38
0203	Overseeding	SY	19700	\$ 0.11	\$ 2,167.00	739	\$ 0.11	\$ 81.29	20439	\$ 0.11	\$ 2,248.29
0204	Weed Control Type B	SY	19700	\$ 0.07	\$ 1,379.00	739	\$ 0.07	\$ 51.73	20439	\$ 0.07	\$ 1,430.73

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0205	Removable Floodwall	SF	1475	\$ 110.00	\$ 162,250.00			\$ -	1475	\$ 110.00	\$ 162,250.00
0206	F&I Floodwall Reinf Bars - Steel	LB	496765	\$ 1.15	\$ 571,279.75			\$ -	496765	\$ 1.15	\$ 571,279.75
0207	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	217633	\$ 1.30	\$ 282,922.90			\$ -	217633	\$ 1.30	\$ 282,922.90
0208	F&I Floodwall - Structural Conc	CY	3847.37	\$ 888.00	\$ 3,416,464.56			\$ -	3847.37	\$ 888.00	\$ 3,416,464.56
0209	Not Used				\$ -			\$ -			\$ -
0210	Diesel Generator	LS	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
0214	Incentive	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00
0215	Small Utility Work-Around	LS	1	\$ 169,490.20	\$ 169,490.20			\$ -	1	\$ 169,490.20	\$ 169,490.20
0216	Traffic Control Revisions and Concrete Barriers for Xcel Lines	LS	1	\$ 13,225.02	\$ 13,225.02			\$ -	1	\$ 13,225.02	\$ 13,225.02
0217	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	792	\$ 52.50	\$ 41,580.00			\$ -	792	\$ 52.50	\$ 41,580.00
0218	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	682	\$ 204.20	\$ 139,264.40			\$ -	682	\$ 204.20	\$ 139,264.40
0219	F&I Gate Valve 10" Dia.	EA	4	\$ 4,041.50	\$ 16,166.00			\$ -	4	\$ 4,041.50	\$ 16,166.00
0220	Paint Traffic Signal Poles	EA	9	\$ 4,235.00	\$ 38,115.00			\$ -	9	\$ 4,235.00	\$ 38,115.00
0221	Bridge Lighting	LS	1	\$ 1,815.00	\$ 1,815.00			\$ -	1	\$ 1,815.00	\$ 1,815.00
0222	Excavated Concrete Disposal	LS	1	\$ 1,443.46	\$ 1,443.46			\$ -	1	\$ 1,443.46	\$ 1,443.46
0223	Winter Traffic Control	LS	1	\$ 3,727.50	\$ 3,727.50			\$ -	1	\$ 3,727.50	\$ 3,727.50
0224	Pump Station Concrete Grading	LS	1	\$ 20,068.90	\$ 20,068.90			\$ -	1	\$ 20,068.90	\$ 20,068.90
0225	Bridge Abutment Seal	LS	1	\$ 8,108.33	\$ 8,108.33			\$ -	1	\$ 8,108.33	\$ 8,108.33
0226	Bridge Abutment Concrete Disposal	LS	1	\$ 4,256.28	\$ 4,256.28			\$ -	1	\$ 4,256.28	\$ 4,256.28
0227	Additional H-Piling	LS	1	\$ 6,587.50	\$ 6,587.50			\$ -	1	\$ 6,587.50	\$ 6,587.50
0228	Traffic Signal modifications	LS	1	\$ 29,722.00	\$ 29,722.00			\$ -	1	\$ 29,722.00	\$ 29,722.00
0229	Additional Forming-Step Footing	LS	1	\$ 1,608.52	\$ 1,608.52			\$ -	1	\$ 1,608.52	\$ 1,608.52
0230	Wall Cap for Abutment	LS	1	\$ 2,843.38	\$ 2,843.38			\$ -	1	\$ 2,843.38	\$ 2,843.38

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget (Through Change Order 08)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0231	Tee Manhole Addition	LS	1	\$ 13,549.70	\$ 13,549.70			\$ -	1	\$ 13,549.70	\$ 13,549.70
0232	SS-10 Manhole Revision	LS	1	\$ 2,828.85	\$ 2,828.85			\$ -	1	\$ 2,828.85	\$ 2,828.85
0233	Differing Subsurface Condition	LS	1	\$ 139,428.30	\$ 139,428.30		\$ 48,247.52	\$ 48,247.52	1	\$ 187,675.82	\$ 187,675.82
0234	Floating Manhole Castings	LS	1	\$ 28,473.07	\$ 28,473.07			\$ -	1	\$ 28,473.07	\$ 28,473.07
0235	F&I Sanitary Pipe SDR 26 - 8" Dia PVC	LF				11	\$ 150.46	\$ 1,655.06	11	\$ 150.46	\$ 1,655.06
0236	F&I Sanitary Pipe w/GB SDR 26 - 8" Dia PVC	LF				30	\$ 392.46	\$ 11,773.80	30	\$ 392.46	\$ 11,773.80
0237	Remove Parking Attendant Structure	LS				1	\$ 6,615.00	\$ 6,615.00	1	\$ 6,615.00	\$ 6,615.00
0238	Wall Penetrations	LS				1	\$ 5,980.75	\$ 5,980.75	1	\$ 5,980.75	\$ 5,980.75
0239	CenturyLink Concrete Removal	LS				1	\$ 10,021.00	\$ 10,021.00	1	\$ 10,021.00	\$ 10,021.00
0240	F&I Light Pull Boxes	EA				14	\$ 1,100.00	\$ 15,400.00	14	\$ 1,100.00	\$ 15,400.00
WP-42F.1S - TOTAL AMOUNT			CURRENT BUDGET		\$ 16,890,454.32	NET CHANGE		\$ (55,349.74)	NEW BUDGET		\$ 16,835,104.58

DRAFT

Your Logo Here

CHANGE ORDER REQUEST

Page 1

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

DATE: 6/30/2016

PCO#: 12

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:

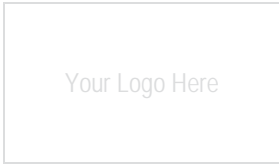
From: David Goulet
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107-0406
Phone: 701-356-9827
Fax:
Email: dgoulet@industrialbuilders.com

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

The change order below includes the following items:

- Add four (4) penetrations in the wall between station 16+17.27 to 15+97.27 as detailed in the scope of work that was sent to IBI on 6/8/2016. Also includes grout and increase in wire size as requested during street lighting preparatory.
- Separate line item for the specified low shrink grout that will be charged per the CY due to the high price.
- Reiner's extra cost to remove concrete that would have been performed under Century Links contract.
- IBI's June removal of differing site condition debris
- Reiner's June removal of differing site condition debris
- Reiner's removal of the 60" steel casing
- Reiner's removal of concrete beneath the water line
- Add separate pull boxes for the street lights per the City of Fargo's request.

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Wall Penetrations (4 Each)	Initiated		1.000	L S	5980.75	5,980.75
2 : Century Link Concrete Removal	Initiated		1.000	L S	10021.00	10,021.00
3 : IBI June Removal	Initiated		1.000	L S	20713.72	20,713.72
4 : Reiner June Removals	Initiated		1.000	L S	16623.54	16,623.54
5 : 60" Steel Casing	Initiated		1.000	L S	6548.22	6,548.22
6 : Concrete beneath water line	Initiated		1.000	L S	4362.04	4,362.04
7 : New Light Pull Boxes	Initiated		14.000	EA	1100.00	15,400.00



CHANGE ORDER REQUEST

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

DATE: 6/30/2016

PCO#: 12

Submitted By:

Approved By:

7/1/2016

David Goulet

Date

Tyler Smith
CH2M Hill Engineer's Inc

Date

Install Wall Penetrations

	Total Hours	Regular Hours	Overtime Hours (20%)	Total	
1 Project Manager	2	116	1.6	127.6	0.4 \$ 236.64
<u>Labor Breakdown</u>					
1 Carpenters- Install sleeve / Grout / Links	10	69.5	8	87.15	2 \$ 730.30
1 Labors - Install sleeve / Grout / Links	10	55.95	8	70.55	2 \$ 588.70
1 Welder (2hrs per sleeve)	7.5	82.2	6	97.35	1.5 \$ 639.23
Total:					\$ 2,194.87

IBI Equipment Rates

Qty	Hourly Rate	Hours	Total
1 Bobcat	\$ 36.00	2	\$ 72.00
1 Grout Pumper	\$ 19.00	2	\$ 38.00
Total IBI Equipment:			\$ 110.00

Misc Disposal

Qty	Units	Price	Total
Steel Tube: 10' Long	2 EA	\$ 220.00	\$ 440.00
Steel Plates	4 EA	\$ 19.00	\$ 76.00
Welding Material	1 LS	\$ 35.00	\$ 35.00
Rebar for Openings	84 lbs	\$ 0.68	\$ 57.12
PVC Pipe	1 LS	\$ 214.08	\$ 214.08
Link Seal	54 Links	\$ 4.13	\$ 223.02
Non shrink Grout	1 LS	\$ 25.00	\$ 25.00
Backer Rod / Sealant	1 LS	\$ 45.50	\$ 45.50
Conduit Size increase	1 LS	\$ 190.00	\$ 190.00
			\$ -
Material Total:			\$ 1,305.72
tax: 7.5%			\$ 97.93
15%			\$ 210.55
Material Total:			\$ 1,614.20

Subcontractor

Qty	Units	Price	Total
Cutting Plates	1 LS	\$ 47.50	\$ 47.50
Strata Increase in Conduit size for bridge lighting	1 LS	\$ 1,612.50	\$ 1,612.50
10% Mark up			\$ 166.00
TOTAL			\$ 213.50

Total Change Order: \$ 4,132.56

SEPARATE BID PRICE: GROUTING

Qty	Units	Price	Total
Grout	1 CY	\$ 1,495.00	\$ 1,495.00
			\$ -
Material Total:			\$ 1,495.00
tax: 7.5%			\$ 112.13
15%			\$ 241.07
Material Total:			\$ 1,848.19



PO Box 13500
 Grand Forks, ND 58208-3500
 701.748.7491

Proposal

Proposal Submitted to Address:	Phone:	Date:
David Goulet		7/6/2016
Industrial Builders		Addendum

Strata Corporation is pleased to submit the following proposal based upon the info. we've received.

2nd street Fargo flood job

Item	Description	Qty	Unit	Price	Total
1	Install pvc pull boxes to separate lite and signal	12	EA	\$ 1,000.00	\$ 12,000.00
2	Install pvc pull boxes for flood wall	2	EA	\$ 1,000.00	\$ 2,000.00
3	Increase 1.5 PVC to 3" through flood wall	40	LF	\$ 5.00	\$ 200.00
4	Increase 1.5 PVC to 2" across 2nd street	75	LF	\$ 1.50	\$ 112.50
5	2 pvc to tie into bridge lighting	90	LF	\$ 5.00	\$ 450.00
6	#6 USE wire to tie in bridge lighting	875	LF	\$ 1.20	\$ 1,050.00
				Sum	\$ 15,812.50

General Notes:

Testing, Erosion Control, Permits and traffic control are not included in items. All Items Tied.

Surveying for the project is not included. Bond not included.

No power company fees

No: Cost Sharing, TERO fees or Tribal Training Fees.

This Proposal shall be included in our contract or agreement.

Proposal valid for 30 days and on approved credit. All permits are by others. Work associated with pavement marking is by others.

All material is guaranteed to be specified. All work to be completed in workmanlike manner

according to standard practices. All agreements contingent upon strikes, accidents

or delays beyond our control. Owner to carry fire, tornado, and other necessary

insurance. Our workers are fully covered by Workers Compensation Insurance.

Proposal By:

Keith Wolter

Cell No. 701-741-0901

Office No. 701-775-4205

Authorized Signature

Acceptance of Proposal-

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

you are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

X

Signature

X

Reiner Contracting, Inc.
 Change Order for Removing Concrete from Conduit
 4/26/2016

<u>Loading</u>												
Date	Employee	Hours	Classification	Rate	Labor Charge	Equipment	Rate	Equipment Charge				
4/26/2016	Scott Detloff	10.5	Operator	\$ 98.62	\$ 1,035.51		\$ -	\$ -				
4/26/2016	Jeff Gerhardson	10.5	Operator	\$ 98.62	\$ 1,035.51	349E Excavator	\$ 286.42	\$ 3,007.41				
4/26/2016	Scott Jensen	11	Foreman	\$ 121.13	\$ 1,332.43		\$ -	\$ -				
4/26/2016	Steve Magee	10.5	Operator	\$ 98.62	\$ 1,035.51		\$ -	\$ -				
4/26/2016	D Jay Robinson	10.5	Operator	\$ 98.62	\$ 1,035.51		\$ -	\$ -				
4/26/2016	Frank Little	2	Project Mgr	\$ 141.10	\$ 282.20		\$ -	\$ -				
4/26/2016	Bierschbach					Chipping Hammer	\$ 380.53	\$ 345.94				
Totals					<u>\$ 5,756.67</u>			<u>\$ 3,353.35</u>				
					a			a				

Change Order Grand Total **\$ 9,110.02 = 2a**



BIERSCHBACH EQUIPMENT & SUPPLY

Sioux Falls, SD
(605) 332-4466

Rapid City, SD
(605) 348-6440

Sioux City, IA
(712) 252-0640

Fargo, ND
(701) 492-0855

Dickinson, ND
(701) 483-3184

REMIT TO: P.O. Box 1444 - Sioux Falls, SD 57101-1444

RENTED TO: REINER CONTRACTING, INC.

21541 HWY 7 WEST
HUTCHINSON MN 55350

RENTAL

Date 4/26/2016	Invoice No. 04 513789
Customer Order No. 15-112	Shipped Via WILL CALL
Ordered By SCOTT	Date Shipped 4/26/2016
Contract Written By TERRY HAGENSEN	Job No. 15-112
Account No. 014843	Contract No. 064646
Period Returned - 4/26/2016	

SHIP TO:

RENTAL INVOICE

QTY	Description	Rental Rates				Extended Price
		Minimum	Daily	Weekly	4 Week	
1	24245 APT M263 H CHIPPING HAMMER O/H WITH 6' WHIP HOSE S/N - 30005525	27.00	27.00	81.00	243.00	27.00
1	23058 SUL DF185P3IZ 185 CFM COMPRESSOR ISUZU DIESEL S/N - 102068	100.00	100.00	300.00	900.00	100.00
4	HOS A11 3/4" X 50' AIR HOSE ASSY	7.00	7.00	21.00	63.00	28.00
1	24756 APT M263 H CHIPPING HAMMER O/H WITH 6' WHIP HOSE S/N - 30005628	27.00	27.00	81.00	243.00	27.00
2	BRL L02G12 12" O/H MOIL POINT	6.00	6.00	18.00	54.00	12.00
2	BRL L03G12 12" O/H NARROW CHISEL	6.00	6.00	18.00	54.00	12.00
1	23174 ATC TEX P60S 60# SILENCED BREAKER 1-1/8X6 S/N - 006977	30.00	30.00	90.00	270.00	30.00
1	BRL A31014 1-1/8 X 6 X 14 MOIL POINT *** SALE ITEMS ***	6.00	6.00	18.00	54.00	6.00
	PRICE	UNMR				

-CONTINUED-

<p>Lessee has been afforded an opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that it has been given the right to further inspect and test any equipment prior to leaving the premises. Upon lessee's removing the equipment from the premises of the lessor, or upon the lessee's accepting delivery of the equipment from the lessor, it shall be conclusively presumed that lessee has, in fact, examined the equipment, has found it to be in good working order, and ACCEPTS THE EQUIPMENT IN AN "AS IS" CONDITION.</p> <p>The undersigned acknowledges he is fully familiar with the equipment listed above. The undersigned fully understands the operating instructions, which have been pointed out, and is aware of the limitations of the equipment. The undersigned will point out the operating instructions and limitations to anyone else prior to their operating this equipment.</p>	Delivery Charge	Pickup Charge	Total Freight
	Time Out	Time In	Sales Tax
	Checked Out By	Checked In By	Invoice Total
Terms:	<p>I agree to abide by the terms shown on this agreement, including conditions on reverse side, and have read or have been given the opportunity to read them. I also have inspected the equipment or been given the opportunity to inspect it, understand the operating procedure, and find it in no way to be defective or in other than good working order and accept it in and "as is" condition.</p> <p>Received By: <i>[Signature]</i></p>		
Net 10TH PROX	<p>An interest charge of 2% per month (24% per year) will be added to past due accounts (\$5 minimum interest charge per month).</p>		



BIERSCHBACH EQUIPMENT & SUPPLY

Sioux Falls, SD (605) 332-4466 Rapid City, SD (605) 348-6440 Sioux City, IA (712) 252-0640 Fargo, ND (701) 492-0855 Dickinson, ND (701) 483-3184

REMIT TO: P.O. Box 1444 · Sioux Falls, SD 57101-1444

RENTED TO: REINER CONTRACTING, INC.

21541 HWY 7 WEST
HUTCHINSON MN 55350

RENTAL

Date 4/26/2016	Invoice No. 04 513789
Customer Order No. 15-112	Shipped Via WILL CALL
Ordered By SCOTT	Date Shipped 4/26/2016
Contract Written By TERRY HAGENSEN	Job No. 15-112
Account No. 014843	Contract No. 064646
Period Returned - 4/26/2016	

SHIP TO:

RENTAL INVOICE

QTY	Description	Rental Rates				Extended Price
		Minimum	Daily	Weekly	4 Week	
	*** SALE ITEMS ***					
	14 MIS FUEL					
	W.E. FUEL					
	PRICE 5.700					
		UNMR				79.80
		EA				

<p>Lessee has been afforded an opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that it has been given the right to further inspect and test any equipment prior to leaving the premises. Upon lessee's removing the equipment from the premises of the lessor, or upon the lessee's accepting delivery of the equipment from the lessor, it shall be conclusively presumed that lessee has, in fact, examined the equipment, has found it to be in good working order, and ACCEPTS THE EQUIPMENT IN AN "AS IS" CONDITION.</p> <p>The undersigned acknowledges he is fully familiar with the equipment listed above. The undersigned fully understands the operating instructions, which have been pointed out, and is aware of the limitations of the equipment. The undersigned will point out the operating instructions and limitations to anyone else prior to their operating this equipment.</p> <p>Terms: An interest charge of 2% per month (24% per year) will be added to past due accounts (\$5 minimum interest charge per month).</p>	Delivery Charge	.00	Pickup Charge	.00	Total Freight	.00
	Time Out	7:07	Time In	16:51	Sales Tax	24.14
	Checked Out By		Checked In By		Invoice Total	345.94
	<p>I agree to abide by the terms shown on this agreement, including conditions on reverse side, and have read or have been given the opportunity to read them. I also have inspected the equipment or been given the opportunity to inspect it, understand the operating procedure, and find it in no way to be defective or in other than good working order and accept it in and "as is" condition.</p> <p>Received By <i>[Signature]</i></p>					
Net 10TH PROX						

IBI June - Haul out Debris

	Total Hours	Regular Hours	Overtime Hours (20%)	Total	
1 Project Manager	5	116	4	127.6	1 \$ 591.60
<u>6/1/16 Work Order</u>					
1 Foreman	2	76.2	1.6	94.4	0.4 \$ 159.68
1 Operators	2	82.2	1.6	97.35	0.4 \$ 170.46
1 Carpenters	2	69.5	1.6	87.15	0.4 \$ 146.06
1 Labors	2	55.95	1.6	70.55	0.4 \$ 117.74
<u>6/2/16 Work Order</u>					
1 Operators	4	82.2	3.2	97.35	0.8 \$ 340.92
1 Operators	2	82.2	1.6	97.35	0.4 \$ 170.46
1 Truck Driver	4	77.65	3.2	91.9	0.8 \$ 322.00
1 Truck Driver	3.5	77.65	2.8	91.9	0.7 \$ 281.75
1 Labors	3	55.95	2.4	70.55	0.6 \$ 176.61
<u>6/2/16 Work Order</u>					
1 Foreman	2	76.2	1.6	94.4	0.4 \$ 159.68
1 Carpenters	4	69.5	3.2	87.15	0.8 \$ 292.12
1 Operators	2	82.2	1.6	97.35	0.4 \$ 170.46
1 Operators	2	82.2	1.6	97.35	0.4 \$ 170.46
1 Truck Driver	6	77.65	4.8	91.9	1.2 \$ 483.00
1 Truck Driver	6	77.65	4.8	91.9	1.2 \$ 483.00
1 Labors	4.5	55.95	3.6	70.55	0.9 \$ 264.92
<u>6/6/16 Work Order</u>					
1 Superintendent	4	126	3.2	139	0.8 \$ 514.40
1 Carpenters	6	69.5	4.8	87.15	1.2 \$ 438.18
1 Operators	4	82.2	3.2	97.35	0.8 \$ 340.92
1 Truck Driver	10	77.65	8	91.9	2 \$ 805.00
1 Truck Driver	11	77.65	8.8	91.9	2.2 \$ 885.50
1 Labors	7	55.95	5.6	70.55	1.4 \$ 412.09
<u>6/7/16 Work Order</u>					
1 Operators	2	82.2	1.6	97.35	0.4 \$ 170.46
1 Truck Driver	3.5	77.65	2.8	91.9	0.7 \$ 281.75
1 Truck Driver	3	77.65	2.4	91.9	0.6 \$ 241.50

Total: \$ 8,590.72

IBI Equipment Rates

Qty		Hourly Rate	Hours	Total
1	300 Excavator	\$ 93.00	15	\$ 1,395.00
1	L-70 Loader	\$ 54.00	19	\$ 1,026.00
1	Komatsu 320	\$ 54.00	15.5	\$ 837.00
1	Side Dump	\$ 45.00	47	\$ 2,115.00
Total IBI Equipment:				\$ 5,373.00

Debris Removal

Date	Loads	Units	Price	Total
6/2/2016		8	\$ 125.00	\$ 1,000.00
6/3/2016		12	\$ 125.00	\$ 1,500.00
6/6/2016		20	\$ 125.00	\$ 2,500.00
6/7/2016		3	\$ 125.00	\$ 375.00
Reiner Removal 6/17/16		11	\$ 125.00	\$ 1,375.00

Material Total: \$ 6,750.00

Total Change Order: \$ 20,713.72

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 6/1/16

DESCRIPTION OF WORK HAUL OUT REJECT MATERIAL

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
DAN MCKENZIE	CARP.	2				
DEREK SAND	LABOR	2				
LANE FULTON	OPER	2				
RAY GOETLE	FOREMAN	2				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
300 HOE		2				
L70		2				
KOMATSU 320		2				
APPROVED					TOTAL	

GD

Authorized Representative

Superintendent

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 6/2/16

DESCRIPTION OF WORK HAUL OUT REJECT MATERIAL

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
LANE FULTON	OPERATOR	4				
DEREK SAND	LABORER	3				
SHARON SCHMIDT	OPERATOR	2				
EUGENE	TRUCK	4				
ARMANDO	TRUCK	3.5				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT
		REG.	STD BY	REG	STD BY	
300 HOE		4				
L70		2				
KOMATSU		3				
SIDE DUMP		4				
SIDE DUMP		3.5				
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 # 15-274 Date: 6-2-16
 Truck # 2-130
 Trailer # 3-302

Customer 2nd and 3rd South Fargo

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

Amirando Rocha
 Driver Signature

Billable Hrs

From	To	Total
2:30	6:00	3 1/2

Worked Hrs

--	--	--

Customer Signature

Total Loads 4

Industrial Builders, Inc.

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 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 # 15-274 Date: 02 June 2016

Truck # 2-89

Customer City of Fargo

Trailer # 3-309 8,000

#	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site	Time Loaded	Delivered To Site	Time Unloaded
1								3 PM		
2								4:10		
3								5:20		
4								6:25		
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

Billable Hrs

From	To	Total

Worked Hrs

3 PM	7 PM	
------	------	--

Total Loads

4

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 6/3/16

DESCRIPTION OF WORK HAUL OUT REJECT MATERIAL

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT	
		S.T.	1½ OT				
LANE FULTON	OPERATOR	2					
DAN MCKENZIE	CARPENTER	4					
DEREK SAND	LABORER	4.5					
SHARON SCHMIAT	OPERATOR	2					
RAY GOETTLE	FOREMAN	2					
EUGENE	TRUCK	6					
ARMANDO	TRUCK	6					
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT	
EQUIPMENT, RENTAL & MISCELLANEOUS		HOURS WORKED		RATE		AMOUNT	
		REG.	STD BY	REG	STD BY		
300 HOE		2					
L70		6					
KOMATSU 330		4.5					
SIDE DUMP		6					
SIDE DUMP		6					
APPROVED						TOTAL	



Authorized Representative

Superintendent

Industrial Builders, Inc.



General Contractors



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Phone 701-282-4977
 FAX 701-281-1405
 PO Box 406 - Fargo, ND 58107
 1307 County Rd 17 North - West Fargo, ND 58078

IBI Job # 15-274 Date: 03 June 2016

Truck # 2-87

Trailer # 3-309

Customer Brown County Fargo

#	Debris							Time Loaded	Delivered To Site	Time Unloaded
	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site			
1	X							7:19m		
2	X							8:00		
3	X							9:11m		
4	X							9:58		
5	X							10:50		
6	X							11:50		
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Driver Signature _____

Customer Signature _____

	From	To	Total
Billable Hrs			
Worked Hrs	6:30 AM	12:30 PM	6
Total Loads	6		

Industrial Builders, Inc.



General Contractors



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

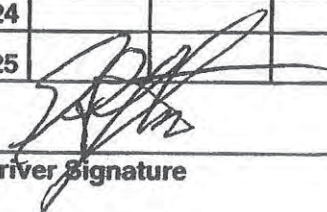
IBI Job # 15-274 Date: 03 June 2016

Truck # 2-87

Customer 8,000 City of Fargo

Trailer # 3-309

#	Debris							Time Loaded	Delivered To Site	Time Unloaded
	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site			
1	X							7Am		
2	X							8:00		
3	X							9Am		
4	X							9:58		
5	X							12:50		
6	X							11:50		
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	12:30 Pm	6
---------	----------	---

Customer Signature

Total Loads

6

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 6/6/16

DESCRIPTION OF WORK HAUL AWAY REJECT MATERIAL

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
DAN MCKENZIE	CARP	6				
DEREK SAND	LABOR	7				
BRIAN KORB	OPER	4				
SCOTT NELSON	SOP	4				
ARMANDO	T. DRIVER	10				
EUGENE	T. DRIVER	11				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP	AMOUNT	
EQUIPMENT, RENTAL & MISCELLANEOUS	HOURS WORKED		RATE		AMOUNT	
	REG.	STD BY	REG	STD BY		
300 HOE	7					
L70	7					
KOMATSU 320	6					
SIDE DUMP	11					
SIDE DUMP	11					
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 # 15-274 Date: 6-6-16

Truck # 2-130

Trailer # 3-302

Customer 2nd 3rd Av. East Fargo

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

Armando Rocha
 Driver Signature

Billable Hrs

From	To	Total
6:45		

Worked Hrs

--	--	--

Customer Signature

Total Loads

11

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 # 15-274 Date: 06 June 2016
 Truck # 2-129
 Trailer # 3-310 8000 code

Customer City of Fargo

#	Debris							Time Loaded	Delivered To Site	Time Unloaded
	Clay	Sand	Rock	Muck	Concrete	Debris	Pit Site			
1	X							8:11		
2	X							9:05		
3	X							10:10		
4	X							11:10		
5	X							12:12		
6	X							1:06		
7	X							2:14		
8					X			3:10		
9	X							4:01		
10	X							4:55		
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

[Signature]
 Driver Signature

 Customer Signature

Billable Hrs	From	To	Total
Worked Hrs	6:45 AM	5:45 PM	11
Total Loads	10		

CONSTRUCTION WORK ORDER

Industrial Builders, Inc.

JOB NO. 15274 CONTRACT NO. _____ DATE 6/7/16

DESCRIPTION OF WORK HAUL REJECT MATERIAL

LABOR	CLASSIFICATION	HOURS WORKED		BILLING HOURS	RATE	AMOUNT
		S.T.	1½ OT			
LANE FULTON	OPER	2				
ARMANDO	T. DRIVER	3.5				
MICHAEL SOLE	T. DRIVER	3				
MATERIAL CHARGES		TOTAL INV COST		15% MARKUP		AMOUNT
EQUIPMENT, RENTAL & MISCELLANEOUS	HOURS WORKED		RATE		AMOUNT	
	REG.	STD BY	REG	STD BY		
L70	2					
SIDE DUMP	3.5					
SIDE DUMP	3					
APPROVED					TOTAL	

Authorized Representative

GB

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 # 15274-8000 Date: 6-7-16
 Truck # 2-88
 Trailer # 3-308

Customer 2nd St. 3 Ave.

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

Michael Sole
 Driver Signature

Billable Hrs	From	To	Total
	6:45	9:45	3.

Worked Hrs

--	--	--

Customer Signature

Total Loads 2

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 # 15-274 Date: 6-7-16
 Truck # 2-130
 Trailer # 3-302

Customer #25³ av. East Fargo

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

Armando Rocha
 Driver Signature

Billable Hrs

From	To	Total
6:45	10:15	3.5

Worked Hrs

--	--	--

Customer Signature

Total Loads

--

Reiner Contracting, Inc.
Change Order for Debris Removal
5/31/2016 - 6/17/2016

Loading										Hauling				Disposal			
Date	Employee	Hours	Classification	Rate	Labor Charge	Equipment	Rate	Equipment Charge	Employee	Hours	Rate	Hauling Charge	Trailer Style	Unsuitable Backfill-IBI Yard	Bricks/Small Logs-IBI Yard	Conduit / Large Timber-Landfill	Concrete-IBI Yard
5/31/2016	William Lundberg	4.5	Laborer	\$ 94.51	\$ 425.30												
	Kit Miller	4.5	Operator	\$ 98.62	\$ 443.79	950G II Loader	\$ 93.31	\$ 419.90									
	Lyle Olson	4.5	Laborer	\$ 94.51	\$ 425.30												
	Austin Prentice	4.5	Laborer	\$ 94.51	\$ 425.30												
	Erik Prentice	4.5	Operator	\$ 98.62	\$ 443.79	349E Excavator	\$ 286.42	\$ 1,288.89									
	Pete Nistler	4.5	Foreman	\$ 121.13	\$ 545.09												
	Frank Little	1	Project Mgr	\$ 141.10	\$ 141.10												
6/16/2016	Pete Nistler	1	Foreman	\$ 121.13	\$ 121.13	950G II Loader	\$ 93.31	\$ 93.31	Karl Nelson	4.25	\$ 130.89	\$ 556.28	Sidedump			\$ 65.00	
									Steve Vacek	4.25	\$ 130.89	\$ 556.28	Sidedump			\$ 65.00	
6/17/2016	Kit Miller	1	Operator	\$ 98.62	\$ 98.62	950G II Loader	\$ 93.31	\$ 93.31	Jerry Hesse	4.5	\$ 130.89	\$ 589.01	Sidedump			\$ 65.00	
	Pete Nistler	0.5	Foreman	\$ 121.13	\$ 60.57				Karl Nelson	5.5	\$ 130.89	\$ 719.90	Sidedump			\$ 65.00	
6/22/2016	Kit Miller	0.5	Operator	\$ 98.62	\$ 49.31	950G II Loader	\$ 93.31	\$ 46.66	Jeremiah Andreoff	4.25	\$ 130.89	\$ 556.28	Sidedump			\$ 65.00	
6/23/2016	Kit Miller	1	Operator	\$ 98.62	\$ 98.62	950G II Loader	\$ 93.31	\$ 93.31	Jeremiah Andreoff	10	\$ 130.89	\$ 1,308.90	Sidedump			\$ 65.00	
6/24/2016	Kit Miller	2	Operator	\$ 98.62	\$ 197.24	950G II Loader	\$ 93.31	\$ 186.62	Jeremiah Andreoff	5.5	\$ 130.89	\$ 719.90	Sidedump			\$ 65.00	
	Pete Nistler	1	Foreman	\$ 121.13	\$ 121.13				Jerry Hesse	12	\$ 130.89	\$ 1,570.68	Sidedump			\$ 65.00	
	Frank Little	1	Project Mgr	\$ 141.10	\$ 141.10											\$ 65.00	
									Karl Nelson	3	\$ 130.89	\$ 392.67	Sidedump			\$ 65.00	
									Steve Vacek	6.25	\$ 130.89	\$ 818.06	Sidedump			\$ 65.00	
Total-Additional Time					\$ 3,737.37			\$ 2,221.99				\$ 7,787.96					\$ 1,365.00
Grand Total-Additional					\$ 15,112.31			\$ 2a				\$ 2a					\$ 2a

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21616

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

DRIVER Jenny Hesse COMPANY Reiner JOB ADT
 UNIT 35 TRAILER 750 OIL ADDED _____ GALS FUEL _____ DATE 6-17-16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL	
1	6:40	County Building	15-113	17 yds	Dyke	play
2	7:05					
3	7:25					
4	7:45					
5	8:05					
6						
7						
8	9:45	2nd St N.	15-112	17 yds	land fill	concrete
9	11:00	Summit pit #3	22.85	pete job		C-3
10	12:15	2nd St N.	17 yds	land fill		concrete
11	2:00	2nd St N.				
12						
13						
14						
15						
16						
17						
18						
19						
20						

UNIT NO.	TIME START	TIME STOP	MAN HOURS	EQUIP. HOURS	DESCRIPTION OF WORK
35-750	5:30	5:45			Pre Trip
	5:45	6:30			Drive to ADT
	6:30	8:45			floating ADT job 15-113
	8:45	9:35			Drive to Fargo
	9:35	2:00			floating for pete 15-112
	2:00	2:30			hook up slip deck
	2:30	5:30			Back to Watkins
	5:30	5:45			post trip
TOTAL					

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21674

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

DRIVER KARL NELSON COMPANY _____ JOB _____
 UNIT 36 TRAILER 751 OIL ADDED _____ GALS FUEL _____ DATE 6/17/16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL
1 643	NC Hwy Dpt	15-113	Load	Levy Jobsite	CLAY
2 705	↓	↓	↓	↓	↓
3 721	↓	↓	↓	↓	↓
4 741	↓	↓	↓	↓	↓
5 800	↓	↓	↓	↓	↓
6 819	↓	↓	↓	↓	↓
7 950	Jobsite	15-112	Load	CLAY CO Lndfll	CONCRETE
8 1102	Summit	↓	22.45	Jobsite	CLASS 3
9 1205	Jobsite	↓	Load	CLAY CO Lndfll	CONCRETE
10 116	↓	↓	↓	FBI	↓
11 213	↓	↓	↓	↓	ASPHALT CRNKS
12 300	↓	↓	↓	↓	↓
13					
14					
15					
16					
17					
18					
19					
20					

UNIT NO.	TIME		MAN HOURS	EQUIP HOURS	DESCRIPTION OF WORK
	START	STOP			
36/751	530	545	1/4		pre trip
36/751	545	630	3/4	3/4	TRAVEL HAWL
36/751	630	645	1/4		DEF, HELP FUEL DOZER
36/751	645	845	2	2	CLAY - NC Hwy TO LEVY JOBSITE
36/751	845	930	3/4	3/4	TRAVEL ADA TO FARGO - 15-112
36/751	930	1130	2	2	Concrete - Jobsite TO CLAY CO. Lndfll
36/751	1130	1230	1	1	CLASS 3 - Summit TO Jobsite 15-112
36/751	1230	215	1 3/4	1 3/4	Concrete - Jobsite TO FBI
36/751	215	430	2 1/4	2 1/4	ASPHALT - JOBSITE TO FBI
36/751	430	445	1/4		FUEL
36/751	445	515	1/2	1/2	TRAVEL - Northhead TO HAWLEY
36/751	515	530	1/4		POST TRIP
TOTAL			12	11	

889

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

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

22708

DRIVER Jeremiah Androff COMPANY _____ JOB Hwy 1109 / 15-112
 UNIT 24/34 TRAILER 752 OIL ADDED _____ GALS FUEL _____ DATE 6-22-16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL	
1	11:08	Hall Pit	15-112	22.62 tons	Fargo	1/2" rock
2						
3	2:30	FARGO	15-112	Load	Landfill	concrete
4						
5	4:05	FARGO	15-112	Load	IND Builders	concrete
6	4:59	⊥	⊥	⊥	⊥	⊥
7	6:03	⊥	⊥	⊥	⊥	⊥
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			
24	5:45	6:00	.25	.25	Pretrip
	6:00	7:45	1.75	1.75	fill water tank, mill
	7:45	8:00	.25	.25	Post trip
	9:00	10:00	1.0	1.0	Hook up to trl 752, fill def
	10:00	10:45	.75	.75	Drive to Hall Pit
	10:45	11:00	.25	.25	Load 1/2 for Fargo
	11:00	2:15	3.25	3.25	Drive to Fargo Dump rock
	2:15	4:00	1.75	1.75	Haul concrete to Landfill
	4:00	6:45	2.75	2.75	Haul concrete to IND Builders
	6:45	7:30	.75	.75	Fuel up, Motel
	7:30	7:45	.25	.25	Post trip
TOTAL			13.0	13.0	

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

22709

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

DRIVER Jeremiah Andleoff COMPANY _____ JOB 15-113 / 15-112
 UNIT 34 TRAILER 752 OIL ADDED _____ GALS FUEL _____ DATE 6-23-13

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL	
1	6:37	Covady Lot	15-113	Load	ADA	clay
2	7:00	┆	┆	┆	┆	┆
3	7:22	┆	┆	┆	┆	┆
4	7:44	┆	┆	┆	┆	┆
5						
6	9:07	Fargo	15-112	Load	Landfill	Pipe
7	10:42	┆	┆	┆	┆	┆
8	11:59	┆	┆	┆	┆	┆
9	1:45	┆	┆	┆	┆	┆
10						
11	3:05	Fargo	15-112	Load	ind Builders	Asphalt + concrete
12	3:59	┆	┆	┆	┆	┆
13	4:55	┆	┆	┆	┆	┆
14	6:05	┆	┆	┆	┆	┆
15						
16						
17						
18						
19						
20						

UNIT NO.	TIME		MAN HOURS	EQUIP. HOURS	DESCRIPTION OF WORK
	START	STOP			
34/752	5:30	5:45	.25	.25	Pretrip
	5:45	6:30	.75	.75	Drive to ADA
	6:30	8:00	1.50	1.50	Haul clay in ADA
	8:00	9:00	1.0	1.0	Drive to Fargo
	9:00	3:00	6.0	6.0	Haul concrete Pipe to landfill
	3:00	7:00	4.0	4.0	Haul Asphalt + concrete to ind Builders
	7:00	7:45	.75	.75	Fueled up, Drive to Motel
	7:45	8:15	.50	.50	758 <i>Becklund</i> Hook trk 19, 18 to empty trailers
	8:15	9:00	.75	.75	Take 19 up to ADA and park it
	9:00	9:15	.25	.25	Post trip
TOTAL			15.75	15.75	

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

22710

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

DRIVER Jeremiah Andrett COMPANY _____ JOB 15-112
 UNIT 34 TRAILER 752 OIL ADDED _____ GALS FUEL _____ DATE 6-24-16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL	
1	7:45	Fargo	15-112		Gerdeau steel	steel pipe
2	9:56	└	└		└	└
3	2:00	└	└		└	└
4						
5						
6						
7						
8	10:36	Fargo	15-112	Load	Landfill	concrete
9	11:59	└	└	└	└	└
10						
11	2:59	Fargo	15-112	Load	Ind Builders	Asphalt
12	4:02	└	└	└	└	└
13						
14						
15						
16						
17						
18						
19						
20						

UNIT NO	TIME		MAN HOURS	EQUIP. HOURS	DESCRIPTION OF WORK
	START	STOP			
<u>34/752</u>	6:00	6:15	.25	.25	Pretr.P
	6:15	6:45	.50	.50	Drive to Fargo
	6:45	5:00	10.25	10.25	Haul scrap to scrap yard, concrete to Landfill Asphalt to ind Builders
	5:00	5:45	.75	.75	Fuel up, Drive to Hawley.
	5:45	6:00	.25	.25	Post trip
	6:00	7:30	1.50	1.50	Drive suburban
TOTAL			<u>13.50</u>	<u>13.50</u>	

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21655

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

DRIVER Jenni Hesse COMPANY Reiner JOB Fargo
 UNIT 35 TRAILER 757 OIL ADDED _____ GALS FUEL _____ DATE 6-24-16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL
1	7:00	and 51 N.	15-112	day C. Load Fill	concrete
2	8:45	"		"	"
3	10:00			"	
4	11:30			"	
5	1:00	"		Jal Builders	concrete
6	2:30			"	"
7	3:10				
8	3:40				
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

UNIT NO.	TIME		MAN HOURS	EQUIP. HOURS	DESCRIPTION OF WORK
	START	STOP			
35-756	6:00	6:15			per Trip
35-756	6:15	6:45			Drive to Fargo
	6:45	5:15			Hauling for pole Job 15-112
	5:15	6:00			Put in Fuel Back to Howley
	6:00	6:15			post Trip
	7:30	9:30	2		Drive Suburban Back
TOTAL					

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

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

21268
106067

DRIVER KARL NELSON COMPANY _____ JOB _____
 UNIT 36 TRAILER 759 OIL ADDED _____ GALS FUEL _____ DATE 6/24/16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL
1 8:10	Jobsite	15-112	Load	FBI	ASPHALT/CONCRETE
2 9:08	↓	↓	↓	↓	↓
3 10:18	↓	↓	↓	↓	↓
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			
36/759	630	645	1/4		pre trip
36/759	645	715	1/2	1/2	TRAVEL - HAWLEY TO FARGO TIRE
36/759	715	800	3/4	1/2	FARGO TIRE - Replace RR middle tire # 759 BAD RECAP
36/759	800	1100	3	3	ASPHALT JOBSITE TO FBI
36/759	1100	600	7	1/2	Go to ^{FARGO} WHEEL, Leaking oil out of top of front drive, BROKE DOWN,
TOTAL			11 1/2	4	

REINER CONTRACTING INC. TRUCK DRIVER'S TIME & LOG

21287

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

DRIVER Stephen Vachek COMPANY _____ JOB 15-112
 UNIT 26 TRAILER 758 OIL ADDED _____ GALS FUEL _____ DATE 6-24-16

TIME	LOADING SITE	CUSTOMER	WEIGHT/VOLUME	DESTINATION	MATERIAL
1 650	Job Site		Load	Clay Co Demol	concrete
2 820	Job Site		Load	Clay Co Demol	concrete
3 950	Job Site		Load	Clay Co Demol	concrete
4 1130	Job Site		Load	Clay Co Demol	concrete
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			
	600	615	1/4		Pre Trip
26/758	615	645	1/2	1/2	Drive to Fargo
26/758	645	1215	5 1/2	5 1/2	Hand materials for Fargo Job 15-112
	1215	200	1 3/4	1 3/4	Drive to Staples
	200	215	1/4		Post Trip
TOTAL			8 1/4	7 3/4	

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: 6-16-16
Weight After 46500 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 # AME 36
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: Karl Notman

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: 6-16-16
Weight After 46500 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 # AME 20
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: [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: 6-17-16
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 # semi 35

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: [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: 6-17-16
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 # semi 35

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: [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: 6-17-16
Weight After \$650 Time: AM _____ PM _____
Net Weight (R) 60 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 36
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: Karen Nelson

249683

C92-1004-JM-ZM-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: 6-17-16
Weight After \$650 Time: AM _____ PM _____
Net Weight (R) 60 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.
Address _____
State _____

Driver's Name _____
Vehicle License # semi 36
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: Karen Nelson

C92-1004-JM-ZM-6/94

249676

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: 6-22-16
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 34

Vehicle Description: Model _____ Year _____

Color concrete

Load Description: _____

Source: _____

Demolition _____ New Construction _____

Transfer Station / Industrial _____

Recycle / Remodeling _____

Address Where Waste Originated: 790

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: 6-23-16
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 34

Vehicle Description: Model _____ Year _____

Color concrete

Load Description: _____

Source: _____

Demolition _____ New Construction _____

Transfer Station / Industrial _____

Recycle / Remodeling _____

Address Where Waste Originated: 790

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: 6-23-16
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 # semi 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete

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

Driver's Signature: Jeremiah Ondroff

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: 6-23-16
Weight After _____ 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 # semi 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete

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

Driver's Signature: Jeremiah Ondroff

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: 6-23-16
Weight After 6.5 Time: AM _____ PM _____
Net Weight 6.5 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # dem 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete

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

Driver's Signature: Jeremiah Ambrecht

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: 6-24-16
Weight After 6.5 Time: AM _____ PM _____
Net Weight 6.5 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # dem 34
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete

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

Driver's Signature: Jeremiah Ambrecht

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: 6-24-16
Weight After \$658 Time: AM _____ PM _____
Net Weight (R) Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Rexner Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # SEM34
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: [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: 6-24-16
Weight After \$658 Time: AM _____ PM _____
Net Weight (R) Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Rexner Cont.

Address _____
State _____
Driver's Name _____
Vehicle License # SEM35
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: [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: 6-24-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight (R) 65 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # AMU 35

Vehicle Description: Model _____ Year _____
Color _____

Load Description: 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: 6-24-16
Weight After \$6500 Time: AM _____ PM _____
Net Weight (R) 65 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # AMU 35

Vehicle Description: Model _____ Year _____
Color _____

Load Description: 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: 6-24-16
Weight After \$450 Time: AM _____ PM _____
Net Weight (R) 450 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # AMU 35

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: [Signature]

249732

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: 6-24-16
Weight After \$450 Time: AM _____ PM _____
Net Weight (R) 450 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____
State _____

Driver's Name _____
Vehicle License # AMU 20

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: [Signature]

249743

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: 6-24-16
Weight After \$ 6500 Time: AM _____ PM _____
Net Weight (R) Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____

State _____

Driver's Name _____

Vehicle License # Amc 20

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: 6-24-16
Weight After \$ 6500 Time: AM _____ PM _____
Net Weight (R) Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____

Company Name Reiner Cont.

Address _____

State _____

Driver's Name _____

Vehicle License # Amc 20

Vehicle Description: Model _____ Year _____

Color _____

Load Description: concrete

Source: _____

Demolition X 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: 6-24-16
Weight After \$658 Time: AM _____ PM _____
Net Weight (R) 658 Location _____
Tons _____ Height _____
To Transfer _____ To Landfill _____
Company Name Reiner Cont.
Address _____
State _____
Driver's Name _____
Vehicle License # Ami 20
Vehicle Description: Model _____ Year _____
Color _____
Load Description: concrete

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

Driver's Signature: [Signature]

249731

Reiner Contracting, Inc.
 Change Order for Discovered Casing Pipe
 5/2 - 5/9/2016

Loading

Date	Employee	Hours	Classification	Rate	Labor Charge	Equipment	Rate	Equipment Charge
5/2/2016	Dwayne Naber	2	Mechanic	\$ 103.70	\$ 207.40	Service Truck & Tools	\$ 150.00	\$ 300.00
5/2/2016	Pete Nistler	1	Foreman	\$ 121.13	\$ 121.13		\$ -	\$ -
5/9/2016	William Lundberg	4	Laborer	\$ 94.51	\$ 378.04		\$ -	\$ -
5/9/2016	Lyle Olson	4	Operator	\$ 98.62	\$ 394.48	349E Excavator	\$ 286.42	\$ 1,145.68
5/9/2016	Austin Prentice	4	Laborer	\$ 94.51	\$ 378.04		\$ -	\$ -
5/9/2016	Eric Prentice	4	Operator	\$ 98.62	\$ 394.48	390D Excavator	\$ 466.74	\$ 1,866.96
5/9/2016	Pete Nistler	4	Foreman	\$ 121.13	\$ 484.52		\$ -	\$ -
5/9/2016	Frank Little	2	Project Mgr	\$ 141.10	\$ 282.20		\$ -	\$ -
Totals					<u>\$ 2,640.29</u>			<u>\$ 3,312.64</u>
					a			a

Casing Pipe Change Order Grand Total \$ 5,952.93 = Σa

Reiner Contracting, Inc.

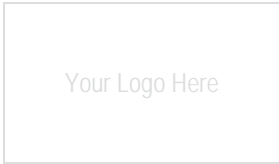
Change Order for Removing Concrete Under Conduit
6/20/2016

Loading

Date	Employee	Hours	Classification	Rate	Labor		Equipment	Rate	Equipment	
					Charge				Charge	
6/18/2016	Dan Venske	9.75	Lowboy Driver	\$ 92.64	\$ 115.14		Lowboy Trailer	\$ 247.50	\$ 2,413.13	
6/20/2016	William Lundberg	1	Operator	\$ 94.51	\$ 94.51			\$ -	\$ -	
6/20/2016	Jeff Gerhardson	1	Operator	\$ 98.62	\$ 98.62		Volvo 460 Excavator	\$ 286.42	\$ 286.42	
6/20/2016	Kit Miller	1	Operator	\$ 98.62	\$ 98.62		950G II Loader	\$ 93.31	\$ 93.31	
6/20/2016	Lyle Olson	1	Operator	\$ 94.51	\$ 94.51			\$ -	\$ -	
6/20/2016	Austin Prentice	1	Operator	\$ 94.51	\$ 94.51			\$ -	\$ -	
6/20/2016	Eric Prentice	1	Operator	\$ 98.62	\$ 98.62		349E Excavator	\$ 286.42	\$ 286.42	
6/20/2016	Pete Nistler	1	Foreman	\$ 121.13	\$ 121.13			\$ -	\$ -	
6/20/2016	Frank Little	0.5	Project Mgr	\$ 141.10	\$ 70.55			\$ -	\$ -	

Totals	\$ 886.21	\$ 3,079.28
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Change Order Grand Total **\$ 3,965.49** = Σa



CHANGE ORDER REQUEST

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

DATE: 7/6/2016

PCO#: 12

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:

The change order below includes the following items:

- Changes per the owners request

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
235 : F&I Sanitary Pipe SDR 26-8" Dia PVC	Initiated		11.00	LF	150.46	1,655.06
236 : F&I Sanitary Pipe w/GB SDR 26-8" Dia PVC	Initiated		30.00	LF	392.46	11,773.80
237 : Remove Parking Attendant Structure	Initiated		1.00	L S	6615.00	6,615.00
Includes removal, disposal, electrical disconnects, and pavement.						

Submitted By:

Approved By:

7/6/2016

David Goulet

Date

Tyler Smith
CH2M Hill Engineer's Inc

Date

WP42F.1.S

Change Order #9 Notes

7-14-16

Plan Sheets – Replace plan sheets with the attached Change Order#9 plan sheets. Revisions made are listed below.

1. C-004-1: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
2. C-004-2: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
3. C-004-3: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
4. C-004-4: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
5. C-004-5: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
6. C-004-6: Adjusted paving limits along 3rd St North. Changed paving section along 3rd St to 6" HBPV over 6" base. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station.
7. C-020-37: Adjusted paving limits along 3rd St North. Concrete median crossing 3rd St North removed.
8. C-020-44: Structural soils note removed stating that the soil will need to be wrapped with geotextile fabric.
9. C-040-2: Sanitary sewer pipe removal adjusted, remove parking attendant structure in parking lot.
10. C-050-1: Changed ST12, ST12.1, ST12.2, ST 22.1, ST 22.2. Added ST 22. Adjusted pipe lengths.
11. C-050-2: Changed SS4, SS5, SS10. Adjusted pipe lengths.
12. C-055-1: Adjusted paving limits, storm sewer, sanitary sewer, and storm sewer along 3rd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
13. C-055-2: Adjusted Watermain along 3rd St North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
14. C-055-3: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North.

15. C-055-4: Gatevalve added on watermain for 3rd Ave North tie in. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Sidewalk adjusted south of A2 pump station.
16. C-055-5: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station.
17. C-055-6: Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Sidewalk adjusted south of A2 pump station.
18. C-055-7: Adjusted paving limits, storm sewer, sanitary sewer, and storm sewer along 3rd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
19. C-055-8: Adjusted Watermain along 3rd St North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
20. C-055-9: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Sidewalk adjusted south of A2 pump station.
21. C-055-10: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station.
22. C-055-11: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted.
23. C-055-12: Adjusted paving limits, storm sewer, sanitary sewer, and storm sewer along 3rd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
24. C-055-13: Adjusted Watermain along 3rd St North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
25. C-055-14: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Sidewalk adjusted south of A2 pump station.
26. C-055-15: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station. Sidewalk adjusted south of A2 pump station.
27. C-055-16: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted.
28. C-060-1: Changed paving section along 3rd St North to 6" HBPV over 6" base. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Adjusted Watermain along 3rd St North. Concrete median crossing 3rd St North removed.
29. C-060-2: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Sidewalk adjusted south of A2 pump station.
30. C-060-3: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station. Sidewalk adjusted south of A2 pump station.
31. C-060-4: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Concrete median crossing 3rd St North removed.
32. C-060-5: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North.
33. SIB Sheet 3: Added note in Removal items for the Removal of the Parking Attendant structure.

Bid Tab - Replace bid tab section with the attached Change Order #9 bid tab section. Revisions made are listed below.

- Revise bid quantity for item 0005. F&I Sanitary Manhole 4' Dia Reinf Conc – 6" Dia PVC – (-) 1 EA.
- Revise bid quantity for item 0015. F&I Sanitary Pipe SDR 26 – 6" Dia PVC – (-) 24 LF.
- Revise bid quantity for item 0017. F&I Sanitary Pipe SDR 26 – 18" Dia PVC - 94 LF.
- Revise bid quantity for item 0020. F&I Sanitary Pipe w/GB SDR 26 – 6" Dia PVC – (-) 60 LF.
- Revise bid quantity for item 0025. F&I Sanitary Pipe SDR 26 – 18" Dia PVC – (-) 99 LF.
- Revise bid quantity for item 0046. Connect Water Service – (-) 1 EA.
- Revise bid quantity for item 0048. F&I Watermain Pipe C900 DR 18 – 6" Dia PVC – (-) 6 LF.
- Revise bid quantity for item 0049. F&I Watermain Pipe C900 DR 18 – 8" Dia PVC – 21 LF.
- Revise bid quantity for item 0053. F&I Gate Valve 6" Dia – (-) 1 EA
- Revise bid quantity for item 0054. F&I Gate Valve 8" Dia – 1 EA
- Revise bid quantity for item 0055. F&I Watermain Pipe W/GB 1" Dia Copper – (-) 36 LF.
- Revise bid quantity for item 0056. F&I Watermain Pipe 1" Dia Copper – (-) 20 LF.
- Revise bid quantity for item 0060. F&I Watermain Fittings Ductile Iron – (-) 275 LBS.
- Revise bid quantity for item 0095. F&I Storm Pipe W/GB 15" Dia Reinf Conc – (-) 49 LF.
- Revise bid quantity for item 0097. F&I Storm Pipe W/GB 24" Dia Reinf Conc – (-) 90 LF.
- Revise bid quantity for item 0106. Subgrade Preparation – (-) 402 SY.
- Revise bid quantity for item 0107. F&I Woven Geotextile – (-) 402 SY.
- Revise bid quantity for item 0108. F&I Class 5 Agg – 6" Thick – 896 SY.
- Revise bid quantity for item 0109. F&I Class 5 Agg – 8" Thick – (-) 1,298 SY.
- Revise bid quantity for item 0111. F&I Edge Drain 4" Dia PVC – (-) 218 LF.
- Revise bid quantity for item 0112. F&I Curb & Gutter Standard (Type II) – (-) 266 LF.
- Revise bid quantity for item 0116. F&I Aggregate for Asph Pavement FAA 43 – (-) 278 TON.
- Revise bid quantity for item 0118. F&I Asphalt Cement PG 52-34 – (-) 4000 GAL.
- Revise bid quantity for item 0119. F&I Median Nose – Conc - 8 SY.
- Revise bid quantity for item 0120. F&I Sidewalk 4" Thick Reinf Conc – (-) 243 SY.
- Revise bid quantity for item 0125. F&I Det Warn Panels Cast Iron – (-) 32 SF.
- Revise bid quantity for item 0193. Topsoil – Spread - 739 SY.
- Revise bid quantity for item 0201. Mulching Type 1 – Hydro – 739 SY.
- Revise bid quantity for item 0202. Seeding Type B - 739 SY.
- Revise bid quantity for item 0203. Overseeding – 739 SY.
- Revise bid quantity for item 0204. Weed Control Type B 739 SY.
- Add bid quantity for item 0235. F&I Sanitary Pipe SDR 26 – 8" Dia PVC - 11 LF.
- Add bid quantity for item 0236. F&I Sanitary Pipe w/GB SDR 26 – 8" Dia PVC - 30 LF.
- Add bid quantity for item 0237. Remove Parking Attendant Structure – 1 LS.

Measurement & Payment - Replace measurement and payment section with the attached Change Order #9 measurement and payment section. Revisions made are listed below.

- Added section for bid item 0235 for the installation of Sanitary Sewer Pipe SDR 26 – 8” Dia PVC Pipe.
- Added section for bid item 0236 for the installation of Sanitary Sewer Pipe w/GB SDR 26 – 8” Dia PVC Pipe.
- Added section for bid item 0237 pertaining to the demolition of the parking attendant structure.

Measurement and Payment**WP42F.1.S**

No.	Item	Description	Payment	Spec Reference
XX	F&I Sanitary Pipe SDR 26 - 8" Dia PVC	Includes furnishing materials, equipment, labor and performing operations necessary for the installation of the sanitary sewer pipe with gravel backfill.	Reference City of Fargo Standard Specification 1200	1200
XX	F&I Sanitary Pipe w/GB SDR 26 - 8" Dia PVC	Includes furnishing materials, equipment, labor and performing operations necessary for the installation of the sanitary sewer pipe with gravel backfill.	Reference City of Fargo Standard Specification 1200	1200
XX	Remove Parking Attendant Shack	Includes equipment, labor and performing operations necessary for the removal of the existing parking attendant shack as noted in the special Instruction to Bidders, and the plan sheets.	This item shall be paid for as a lump sum price for the removal of the existing parking attendant shack.	Special Instruction to Bidders




Change Proposal Request

PROJECT DATA			
Project Name:	2 nd Street N Floodwall South	Owner:	Flood Diversion Authority
WP #:	42F1S	Owner's Rep:	CH2M
Date of Issue:	7/5/2016	Engineer:	HMG

REQUEST FOR PROPOSAL DATA			
To:	David Goulet	CPR No:	001
From:	Randy Engelstad	Due Date:	
Description:	Revisions due to Fargo City Hall construction, other housekeeping items		

Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work described herein.

TO BE COMPLETED BY OWNER'S REPRESENTATIVE:	
1. Scope of Work: (include list of attachments):	
<ul style="list-style-type: none"> Project changes as listed on the attached change description. 	
Attachments: Revised plansheets, revised measurement and payment section, change description.	
Drawings:	
Specifications:	
Other:	
2. Reason(s) for Modification: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Unforeseen Conditions (site, weather, etc) <input type="checkbox"/> Other	
3. Approval of Request:	
Owner's Rep:	 Date: 2016-7-5
Engineer:	Randy Engelstad Date: 2016-7-1

TO BE COMPLETED BY CONTRACTOR:	
4. Total cost of modification (attach change proposal) \$	
5. Will a modification to the contract time be required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, trade(s)	
Number of personnel	
Duration (calendar days)	
6. Attachment identification (list):	



Change Proposal Request

7. Quotation is valid for __ days after receipt by Engineer:	
8. Approval of Quotation:	
Contractor:	Date:

WP42F.1.S

Change Order #9 Notes

7-14-16

Plan Sheets – Replace plan sheets with the attached Change Order#9 plan sheets. Revisions made are listed below.

1. C-004-1: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
2. C-004-2: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
3. C-004-3: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
4. C-004-4: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
5. C-004-5: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Watermain adjusted along 3rd Ave North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
6. C-004-6: Adjusted paving limits along 3rd St North. Changed paving section along 3rd St to 6" HBPV over 6" base. Concrete median crossing 3rd St North removed. Sidewalk adjusted south of A2 pump station.
7. C-020-37: Adjusted paving limits along 3rd St North. Concrete median crossing 3rd St North removed.
8. C-020-44: Structural soils note removed stating that the soil will need to be wrapped with geotextile fabric.
9. C-040-2: Sanitary sewer pipe removal adjusted, remove parking attendant structure in parking lot.
10. C-050-1: Changed ST12, ST12.1, ST12.2, ST 22.1, ST 22.2. Added ST 22. Adjusted pipe lengths.
11. C-050-2: Changed SS4, SS5, SS10. Adjusted pipe lengths.
12. C-055-1: Adjusted paving limits, storm sewer, sanitary sewer, and storm sewer along 3rd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
13. C-055-2: Adjusted Watermain along 3rd St North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
14. C-055-3: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North.

15. C-055-4: Gatevalve added on watermain for 3rd Ave North tie in. Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Sidewalk adjusted south of A2 pump station.
16. C-055-5: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station.
17. C-055-6: Removed 1" water service to A2 pump station. Sanitary sewer and water services to city hall adjusted. Sidewalk adjusted south of A2 pump station.
18. C-055-7: Adjusted paving limits, storm sewer, sanitary sewer, and storm sewer along 3rd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
19. C-055-8: Adjusted Watermain along 3rd St North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
20. C-055-9: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Sidewalk adjusted south of A2 pump station.
21. C-055-10: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station.
22. C-055-11: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted.
23. C-055-12: Adjusted paving limits, storm sewer, sanitary sewer, and storm sewer along 3rd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection. Concrete median crossing 3rd St North removed.
24. C-055-13: Adjusted Watermain along 3rd St North. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Storm sewer adjusted in 3rd St North and 1st Ave North intersection.
25. C-055-14: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Sidewalk adjusted south of A2 pump station.
26. C-055-15: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station. Sidewalk adjusted south of A2 pump station.
27. C-055-16: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted.
28. C-060-1: Changed paving section along 3rd St North to 6" HBPV over 6" base. Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Adjusted Watermain along 3rd St North. Concrete median crossing 3rd St North removed.
29. C-060-2: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North. Sidewalk adjusted south of A2 pump station.
30. C-060-3: Gatevalve added on watermain for 3rd Ave North tie in, watermain adjusted up 3rd Ave North. Sanitary sewer and water services to city hall adjusted. Removed 1" water service to A2 pump station. Sidewalk adjusted south of A2 pump station.
31. C-060-4: Adjusted paving limits, storm sewer, sanitary sewer, and watermain along 3rd St North. Changed paving section along 3rd St North to 6" HBPV over 6" base. Concrete median crossing 3rd St North removed.
32. C-060-5: Sanitary sewer services relocated from 1st Ave North to 2nd St North, and SS-10 adjusted on 2nd St North.
33. SIB Sheet 3: Added note in Removal items for the Removal of the Parking Attendant structure.

Bid Tab - Replace bid tab section with the attached Change Order #9 bid tab section. Revisions made are listed below.

- Revise bid quantity for item 0005. F&I Sanitary Manhole 4' Dia Reinf Conc – 6" Dia PVC – (-) 1 EA.
- Revise bid quantity for item 0015. F&I Sanitary Pipe SDR 26 – 6" Dia PVC – (-) 24 LF.
- Revise bid quantity for item 0017. F&I Sanitary Pipe SDR 26 – 18" Dia PVC - 94 LF.
- Revise bid quantity for item 0020. F&I Sanitary Pipe w/GB SDR 26 – 6" Dia PVC – (-) 60 LF.
- Revise bid quantity for item 0025. F&I Sanitary Pipe SDR 26 – 18" Dia PVC – (-) 99 LF.
- Revise bid quantity for item 0046. Connect Water Service – (-) 1 EA.
- Revise bid quantity for item 0048. F&I Watermain Pipe C900 DR 18 – 6" Dia PVC – (-) 6 LF.
- Revise bid quantity for item 0049. F&I Watermain Pipe C900 DR 18 – 8" Dia PVC – 21 LF.
- Revise bid quantity for item 0053. F&I Gate Valve 6" Dia – (-1) EA
- Revise bid quantity for item 0054. F&I Gate Valve 8" Dia – 1 EA
- Revise bid quantity for item 0055. F&I Watermain Pipe W/GB 1" Dia Copper – (-) 36 LF.
- Revise bid quantity for item 0056. F&I Watermain Pipe 1" Dia Copper – (-) 20 LF.
- Revise bid quantity for item 0060. F&I Watermain Fittings Ductile Iron – (-) 275 LBS.
- Revise bid quantity for item 0095. F&I Storm Pipe W/GB 15" Dia Reinf Conc – (-) 49 LF.
- Revise bid quantity for item 0097. F&I Storm Pipe W/GB 24" Dia Reinf Conc – (-) 90 LF.
- Revise bid quantity for item 0106. Subgrade Preparation – (-) 402 SY.
- Revise bid quantity for item 0107. F&I Woven Geotextile – (-) 402 SY.
- Revise bid quantity for item 0108. F&I Class 5 Agg – 6" Thick – 896 SY.
- Revise bid quantity for item 0109. F&I Class 5 Agg – 8" Thick – (-) 1,298 SY.
- Revise bid quantity for item 0111. F&I Edge Drain 4" Dia PVC – (-) 218 LF.
- Revise bid quantity for item 0112. F&I Curb & Gutter Standard (Type II) – (-) 266 LF.
- Revise bid quantity for item 0116. F&I Aggregate for Asph Pavement FAA 43 – (-) 278 TON.
- Revise bid quantity for item 0118. F&I Asphalt Cement PG 52-34 – (-) 4000 GAL.
- Revise bid quantity for item 0119. F&I Median Nose – Conc - 8 SY.
- Revise bid quantity for item 0120. F&I Sidewalk 4" Thick Reinf Conc – (-) 243 SY.
- Revise bid quantity for item 0125. F&I Det Warn Panels Cast Iron – (-) 32 SF.
- Revise bid quantity for item 0193. Topsoil – Spread - 739 SY.
- Revise bid quantity for item 0201. Mulching Type 1 – Hydro – 739 SY.
- Revise bid quantity for item 0202. Seeding Type B - 739 SY.
- Revise bid quantity for item 0203. Overseeding – 739 SY.
- Revise bid quantity for item 0204. Weed Control Type B 739 SY.
- Add bid quantity for item 0235. F&I Sanitary Pipe SDR 26 – 8" Dia PVC - 11 LF.
- Add bid quantity for item 0236. F&I Sanitary Pipe w/GB SDR 26 – 8" Dia PVC - 30 LF.
- Add bid quantity for item 0237. Remove Parking Attendant Structure – 1 LS.

Measurement & Payment - Replace measurement and payment section with the attached Change Order #9 measurement and payment section. Revisions made are listed below.

- Added section for bid item XX for the installation of Sanitary Sewer Pipe SDR 26 – 8” Dia PVC Pipe.
- Added section for bid item XX for the installation of Sanitary Sewer Pipe w/GB SDR 26 – 8” Dia PVC Pipe.
- Added section for bid item XX pertaining to the demolition of the parking attendant structure.

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Measurement and Payment

WP42F.1.S

No.	Item	Description	Payment	Spec Reference
XX	F&I Sanitary Pipe SDR 26 - 8" Dia PVC	Includes furnishing materials, equipment, labor and performing operations necessary for the installation of the sanitary sewer pipe with gravel backfill.	Reference City of Fargo Standard Specification 1200	1200
XX	F&I Sanitary Pipe w/GB SDR 26 - 8" Dia PVC	Includes furnishing materials, equipment, labor and performing operations necessary for the installation of the sanitary sewer pipe with gravel backfill.	Reference City of Fargo Standard Specification 1200	1200
XX	Remove Parking Attendant Shack	Includes equipment, labor and performing operations necessary for the removal of the existing parking attendant shack as noted in the special Instruction to Bidders, and the plan sheets.	This item shall be paid for as a lump sum price for the removal of the existing parking attendant shack.	Special Instruction to Bidders

Change proposal request drawings removed from PDF for sake of file size, finalized drawings will be provided to the Contractor

Technical Advisory Group Recommendation

Meeting Date: 7/6/2016

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 (\$)
Industrial Builders, Inc.	
<i>Change Order #8</i>	\$(47,876.36)
<ul style="list-style-type: none"> WP-42A.2, 2nd Street North Pump Station – Deduct unused budget for Hazardous Fill Removal and Disposal 	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Previous Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	8,069,000.00	0.00	8,069,000.00	9-Oct-14	31-Jan-16	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order 1	66,920.00	8,069,000.00	8,135,920.00	9-Oct-14	31-Jan-16	Revisions to traffic control
Change Order 2	67,397.00	8,135,920.00	8,203,317.00	9-Oct-14	31-Jan-16	Accommodate unforeseen subsurface conditions (remove concrete structure and dispose of contaminated soil)
Change Order 3	225,056.00	8,203,317.00	8,428,373.00	9-Oct-14	16-Feb-16	Change in design requirements for backfill of structure
Change Order 4	238,871.75	8,428,373.00	8,667,244.75	9-Oct-14	25-Apr-16	Baffle wall, sheeting, and 2 nd Street road closure
Change Order 5	7,614.93	8,667,244.75	8,674,859.68	9-Oct-14	25-Apr-16	Physical model tests, vacuum line, pump station veneer, and cold weather construction costs.
Change Order 6	43,488.99	8,674,859.68	8,718,348.67	9-Oct-14	7-Dec-16	Completion Milestone Changes, Extended Warranty Duration, Modifications to Trash Rack and Rake, and Check Valve Replacement.
Change Order 7	1,870.32	8,718,348.67	8,720,218.99	9-Oct-14	7-Dec-16	Pump Station Beacons
Change Order 8	(47,876.36)	8,720,218.99	8,672,342.63	9-Oct-14	7-Dec-16	Deduct unused budget for hazardous material removal

DISCUSSION

Change Order No. 8 will deduct \$47,876.36 from the Contract Price, which is the unused budget remaining on unit price schedule line item 0026, *Hazardous Fill Removal and Disposal*.

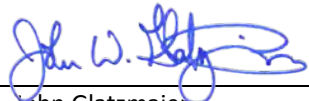
This item was originally added to the project via Change Order No. 2 with a budget of \$60,000 to accommodate an unknown quantity of contaminated soil. The project required only \$12,123.64 to be spent. No further excavation activities remain, so this recommendation is simply an administrative change to adjust the Contract Price to the actual amount.

There will be no impact to the project schedule as a result of this Change Order.

ATTACHMENT(S):

- 1. Draft Change Order No. 8

Submitted by:



John Glatzmaier
CH2M HILL
Project Manager
Metro Flood Diversion Project

July 6, 2016

Date

Keith Berndt, Cass County Administrator

Concur: July 7, 2016 Non-Concur: _____

April Walker, Fargo City Engineer

Concur: July 7, 2016 Non-Concur _____

Mark Bittner, Fargo Director of Engineering

Concur: _____ Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: July 7, 2016 Non-Concur _____

David Overbo, Clay County Engineer

Concur: July 6, 2016 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: July 7, 2016 Non-Concur _____

Nathan Boerboom, Diversion Authority
Project Manager

Concur: July 6, 2016 Non-Concur: _____



Change Order No. 08

Date of Issuance: <u>7/14/2016</u>	Effective Date: <u>7/14/2016</u>
Owner: <u>Metro Flood Diversion Authority</u>	Owner's Contract No.: <u>WP-42A.2</u>
Owner's Representative: <u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.: <u>435534</u>
Contractor: <u>Industrial Builders, Inc.</u>	Contractor's Project No.: _____
Engineer: <u>Houston-Moore Group, LLC</u>	Work Package No.: <u>WP-42A.2</u>
2 nd Street/Downtown – In-Town Levees,	
Project: <u>Fargo-Moorhead Area Diversion</u>	Contract Name: <u>2nd Street N Pump Station, Fargo ND</u>

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

Description:

DEDUCT UNUSED BUDGET FOR CONTAMINATED SOIL REMOVAL

Reduce Contract Price by deducting \$47,876.36 from line item 0026, *Hazardous Fill Removal and Disposal* as shown in the attached Change Order 8 Unit Price Schedule dated 7/14/2016.

Attachments:

- Change Order 8 Unit Price Schedule dated 7/14/16

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 8,069,000.00	Original Contract Times: Substantial Completion: <u>November 30, 2015</u> Ready for Final Payment: <u>January 31, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> thru <u>07</u> : 651,218.99	[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> thru <u>07</u> : Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>December 7, 2016</u> days or dates
Contract Price prior to this Change Order: 8,720,218.99	Contract Times prior to this Change Order: Substantial Completion: <u>October 7, 2016</u> Ready for Final Payment: <u>December 7, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: (47,876.36)	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates

Contract Price incorporating this Change Order:
8,672,342.63

Contract Times with all approved Change Orders:
Substantial Completion: October 7, 2016
Ready for Final Payment: December 7, 2016
days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	_____	By:	_____	By:	_____
	Owner's Representative (Authorized Signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Name:	<u>Tyler Smith, P.E.</u>	Name:	<u>Darrell Vanyo</u>	Name:	<u>David Goulet</u>
Title:	<u>Construction Manager</u>	Title:	<u>Chairman</u>	Title:	<u>Project Manager</u>
Date:	_____	Date:	_____	Date:	_____

DRAFT

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

Change Order 8 Unit Price Schedule
 DATE: 7/14/2016



WP-42A.2 - 2nd Street N Pump Station											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Mobilization	LS	1	400,200.00	\$ 400,200.00				1	400,200.00	\$ 400,200.00
0002	Demolition – Pavement Removal, Miscellaneous	LS	1	20,000.00	\$ 20,000.00				1	20,000.00	\$ 20,000.00
0003	Site Civil	LS	1	500.00	\$ 500.00				1	500.00	\$ 500.00
0004	Erosion and Sediment Control	LS	1	8,000.00	\$ 8,000.00				1	8,000.00	\$ 8,000.00
0005	Traffic Control	LS	1	116,920.00	\$ 116,920.00				1	116,920.00	\$ 116,920.00
0006	Fencing	LF	800	25.00	\$ 20,000.00				800	25.00	\$ 20,000.00
0007	Pump Station – Structural and Architectural	LS	1	3,645,000.00	\$ 3,645,000.00				1	3,645,000.00	\$ 3,645,000.00
0008	Stormwater Pumps and Motors	LS	1	1,301,944.14	\$ 1,301,944.14				1	1,301,944.14	\$ 1,301,944.14
0009	Sump Pumps	LS	1	90,000.00	\$ 90,000.00				1	90,000.00	\$ 90,000.00
0010	Trash Racks and Miscellaneous Metals	LS	1	357,489.51	\$ 357,489.51				1	357,489.51	\$ 357,489.51
0011	Sluice Gates and Wall Thimbles	LS	1	200,000.00	\$ 200,000.00				1	200,000.00	\$ 200,000.00
0012	F&I Floodwall Reinforced Bars - Steel	LB	13,000	2.30	\$ 29,900.00				13,000	2.30	\$ 29,900.00
0013	F&I Floodwall Reinforced Bars - Epoxy Coated Steel	LB	12,000	1.80	\$ 21,600.00				12,000	1.80	\$ 21,600.00
0014	F&I Floodwall - Structural Concrete	CY	165	1,200.00	\$ 198,000.00				165	1,200.00	\$ 198,000.00
0015	F&I Floodwall – Misc.	LS	1	50,000.00	\$ 50,000.00				1	50,000.00	\$ 50,000.00
0016	Sheetpiling	LS	1	1,125,000.00	\$ 1,125,000.00				1	1,125,000.00	\$ 1,125,000.00
0017	Switchboard SWBDA, Motor Control Center MCCA, Automatic Transfer Switch, Panel LP1	LS	1	128,000.00	\$ 128,000.00				1	128,000.00	\$ 128,000.00
0018	Electrical-Interior	LS	1	156,000.00	\$ 156,000.00				1	156,000.00	\$ 156,000.00
0019	Electrical-Exterior	LS	1	28,870.32	\$ 28,870.32				1	28,870.32	\$ 28,870.32
0020	Instrumentation and Controls	LS	1	99,000.00	\$ 99,000.00				1	99,000.00	\$ 99,000.00
0021	Programming	LS	1	5,500.00	\$ 5,500.00				1	5,500.00	\$ 5,500.00
0022	HVAC – General	LS	1	90,000.00	\$ 90,000.00				1	90,000.00	\$ 90,000.00

WP-42A.2 - 2nd Street N Pump Station											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-07)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0023	Plumbing General	LS	1	5,300.00	\$ 5,300.00				1	5,300.00	\$ 5,300.00
0024	Health and Safety	LS	1	50,000.00	\$ 50,000.00				1	50,000.00	\$ 50,000.00
0025	Remove Subsurface Concrete Structure	LS	1	7,397.00	\$ 7,397.00				1	7,397.00	\$ 7,397.00
0026	Hazardous Fill Removal and Disposal - T&M, Not to Exceed	LS	1	60,000.00	\$ 60,000.00	1	(47,876.36)	\$ (47,876.36)	1	12,123.64	\$ 12,123.64
0027	Backfill Below 882'	LS	1	158,293.32	\$ 158,293.32				1	158,293.32	\$ 158,293.32
0028	Backfill Above 882'	LS	1	61,324.68	\$ 61,324.68				1	61,324.68	\$ 61,324.68
0029	Electric Unit Heater (RFI-029A)	LS	1	1,472.00	\$ 1,472.00				1	1,472.00	\$ 1,472.00
0030	Louvers (RFI-043)	LS	1	3,966.00	\$ 3,966.00				1	3,966.00	\$ 3,966.00
0031	Install Baffle Wall	LS	1	\$ 176,792.50	\$ 176,792.50				1	176,792.50	\$ 176,792.50
0032	Leave Sheeting in Place	LS	1	\$ 64,179.25	\$ 64,179.25				1	64,179.25	\$ 64,179.25
0033	Close 2nd Street North	LS	1	\$ 3,950.00	\$ 3,950.00				1	3,950.00	\$ 3,950.00
0034	Reduced Vacuum Line Size	LS	1	\$ (516.99)	\$ (516.99)				1	(516.99)	\$ (516.99)
0036	Substitute Utility Brick Veneer for Stone Veneer	LS	1	\$ (12,750.00)	\$ (12,750.00)				1	(12,750.00)	\$ (12,750.00)
0037	Cold Weather Construction	LS	1	\$ 14,831.92	\$ 14,831.92				1	14,831.92	\$ 14,831.92
0038	Warranty Extended Duration	LS	1	\$ 34,055.34	\$ 34,055.34				1	34,055.34	\$ 34,055.34
WP-42A.2 - TOTAL AMOUNT			CURRENT BUDGET			NET CHANGE			NEW BUDGET		
			\$ 8,720,218.99			\$ (47,876.36)			\$ 8,672,342.63		

Technical Advisory Group Recommendation

Meeting Date: 7/07/2016

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 #3</i>	\$15,109.28
WP-42C.1, Demolition/Renovation, Howard Johnson Hotel, Old Shakey’s Pizza, Fargo Public Schools – Additional asbestos removal in Howard Johnson, install insulated doors in Fargo Public Schools, deduct portions of demo scope	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Previous 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. 3	15,109.28	887,115.57	902,224.85	11-Feb-16	16-Jul-16	Additional asbestos, insulated doors, deduct portions of demo scope

Change Order No. 3 increases the Contract Price by a total of **\$15,109.28** to accommodate the following items:

1. **Additional Asbestos** – Total cost to abate transite piping found in pool area of Howard Johnson was \$19,414.92. The Owner previously approved this work under Work Change Directive 3 last month.
2. **Insulated Doors** – The design assumed that three existing doors in the Fargo Public Schools renovation area were insulated as shown in the original as-builts, but they had been replaced with uninsulated, interior doors. The Engineer determined these should be insulated, exterior doors. The additional cost for providing and installing three insulated doors per the Engineer’s specifications is \$8,060.27. The Engineer has reviewed this amount and determined it to be appropriate.
3. **Deduct Scope** – Deductions for three scope items that Landwehr was not required to complete:
 - a. **Over Excavation** – The bid table included a unit rate budget to cover possible over excavation totaling \$8,500. The contractor did not have to over excavate and no further excavation is required on the project. This amount can now be deducted so the final Contract Price will reflect the final amount spent.

- b. **Mulching** – Landwehr was required to mulch the Howard Johnson site after completion of demo. However, the contractor for the adjacent 42F.1N project (IBI) was ready to take over the site and immediately begin work under that contract. Therefore, mulching was not necessary. Landwehr’s proposed deduct is \$(1,465.91). CH2M has reviewed this amount and finds it appropriate.
- c. **Foundation Wall** – The Engineer and City of Fargo rep were concerned that removal of portions of foundation wall in the pool area could damage an existing sanitary sewer lines. They directed that these walls remain in place until this line is taken out of service in the near future, at which point the walls can be removed by the 42F.1N contractor (IBI).

Landwehr proposed a deduct of \$(2,400) for leaving the walls in place. CH2M did a high-level review of this amount and feels it is appropriate considering the equipment and staff were already on site, and it would have been a small part of the much larger demo effort.

IBI proposed \$4,400 to remove the walls under 42F.1N. Considering that IBI has not planned or mobilized for a demo effort on this site, the added cost of \$2,000 appears to be understandable considering they will not have the economy of scale and effort that Landwehr had.

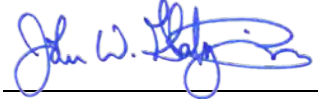
The existing sanitary line under the foundation walls is known to be delicate and a break could potentially be costly to the City of Fargo. The added cost of \$2,000 for waiting to remove the walls appears to be an appropriate cost for mitigating the risk of damaging the line while it is active.

If TAG agrees, then a deduct of \$(2400) will be added to this Change Order No. 3 for Landwehr, and \$4,400 will be added to a future Change Order for IBI on 42F.1N.

ATTACHMENT(S):

Draft Change Order No. 3
 WCD-0003
 Landwehr price proposal for doors

Submitted by:



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

July 7, 2016

 Date

 Keith Berndt, Cass County Administrator
 Concur: July 8, 2016 Non-Concur: _____

 April Walker, Fargo City Engineer
 Concur: July 7, 2016 Non-Concur _____

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

 Jason Benson, Cass County Engineer
 Concur: July 7, 2016 Non-Concur _____

 David Overbo, Clay County Engineer
 Concur: July 7, 2016 Non-Concur: _____

 Robert Zimmerman, Moorhead City Engineer
 Concur: July 7, 2016 Non-Concur _____

 Nathan Boerboom, Diversion Authority Project
 Manager
 Concur: July 7, 2016 Non-Concur: _____



Change Order No. 03

Date of Issuance:	<u>7/14/2016</u>	Effective Date:	<u>7/14/2016</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: Fargo-Moorhead Area Diversion Contract Name: Demolition – Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools

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

Description:

1. ABATE ADDITIONAL ASBESTOS CONTAINING MATERIAL
 - a. Increase Contract Price by **\$19,414.92** for abatement of previously unknown asbestos transite pipe in the pool area by adding line item *0009, Additional Asbestos Transite Pipe* as shown in attached Change Order 3 Unit Price Schedule dated July 14, 2016.
2. FURNISH AND INSTALL INSULATED DOORS
 - a. Increase Contract Price by **\$8,060.27** for installation of insulated doors by adding line item *0010, Install 3 Insulated Doors* as shown in attached Change Order 3 Unit Price Schedule dated July 14, 2016.
3. DEDUCT UNUSED UNIT PRICE BUDGET
 - a. Decrease Contract Price by **\$8,500.00** for unused quantity for over excavation by deducting the amount from line item *0006, Over Excavation* as shown in attached Change Order 3 Unit Price Schedule dated July 14, 2016.
4. DEDUCT PORTIONS OF HOWARD JOHNSON SCOPE
 - a. Decrease Contract Price by **\$3,865.91** for portions of work not required (foundation wall in pool area and mulching of site) by deducting the amount from line item *0001, Howard Johnson Hotel Demolition* as shown in attached Change Order 3 Unit Price Schedule dated July 14, 2016.

Attachments:

- Change Order 3 Unit Price Schedule dated July 14, 2016

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. 1 and 2: 218,245.57	[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: 887,115.57	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: 15,109.28	[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: 902,224.85	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 <small>(Authorized Signature)</small>	Owner <small>(Authorized Signature)</small>	Owner <small>(Authorized Signature)</small>	Owner <small>(Authorized Signature)</small>	Contractor <small>(Authorized Signature)</small>	Contractor <small>(Authorized Signature)</small>
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 3 Unit Price Schedule
 DATE: 7/14/2016



WP - 42C.1 - Hojo/Shakey's/Fargo Public Schools Demolition											
Item	Description	Unit	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Howard Johnson Hotel Demolition	LS	1	325,000.00	\$ 325,000.00	1	(3,865.91)	\$ (3,865.91)	1	321,134.09	\$ 321,134.09
0002	Old Shakey's Pizza Demolition	LS	1	13,000.00	\$ 13,000.00				1	13,000.00	\$ 13,000.00
0003	Fargo Public School Warehouse Demolition & Renovation	LS	1	264,170.00	\$ 264,170.00				1	264,170.00	\$ 264,170.00
0004	Traffic Control	LS	1	1,600.00	\$ 1,600.00				1	1,600.00	\$ 1,600.00
0005	Temporary Fence - Safety	LS	1	25,800.00	\$ 25,800.00				1	25,800.00	\$ 25,800.00
0006	Over Excavation as directed by Owner's Representative	CY	500	17.00	\$ 8,500.00	(500)	17.00	\$ (8,500.00)	0	17.00	\$ -
0007	Adjustment for Helical Pier/Anchor Field Lengths	LF	986	112.00	\$ 110,432.00				986	112.00	\$ 110,432.00
0008	Additional Asbestos Abatement	LS	1	138,613.57	\$ 138,613.57				1	138,613.57	\$ 138,613.57
0009	Additional Asbestos Transite Pipe	LS	0	0.00	\$ -	1	19,414.92	\$ 19,414.92	1	19,414.92	\$ 19,414.92
0010	Install 3 Insulated Doors	LS	0	0.00	\$ -	1	8,060.27	\$ 8,060.27	1	8,060.27	\$ 8,060.27
WP-42C.1 - TOTAL AMOUNT			CURRENT BUDGET		\$ 887,115.57	NET CHANGE		\$ 15,109.28	NEW BUDGET		\$ 902,224.85



WORK CHANGE DIRECTIVE

003

TO: Landwehr Construction Inc (Nick Linnemann, Project Manager) PROJECT NO.: WP-42C.1

PROJECT: Howard Johnson Demolition

OWNER: Metro Flood Diversion Authority

ENGINEER: Houston Moore Group

OWNER'S REPRESENTATIVE: CH2M

DESCRIPTION OF WORK:

1. Contractor is to abate and/or remove all transite piping and insulation consisting of asbestos containing materials (ACM) under the Howard Johnson Hotel pool area detected by Terracon sampling and testing from June 2016 and not covered in the original abatement report.
2. Contractor is to ensure that Terracon and Owner's Representative can verify the quantity of transite piping to determine final abatement cost.
3. Contractor is not to exceed \$20,000 in total additional cost to Owner without additional direction from the Owner's Representative.
4. Final cost will be incorporated into future Change Order #3. Final amount will be based on Contractor's attached proposed change pricing.

REASON FOR CHANGE(S):

The sampling has identified additional asbestos containing material (ACM) under the mentioned location that needs to be removed to complete the demolition on the worksite.

ATTACHMENTS (List Supporting Documents):

Landwehr Proposal Request 3

DESIGN IMPACT (List Impacts):

Is the described change outside of the design parameters? Yes / No

If yes, DOR and USACE signoff are required and documented below:

_____ [Name], P.E. Designer of Record	_____ Date	_____ [Name] USACE PM	_____ Date
---	---------------	-----------------------------	---------------

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

Recommended by:

CH2M

Owner's Representative



Tylee Smith, P.E.
Construction Services Manager

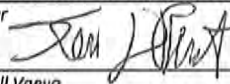
6/17/16

Date

Ordered by:

Metro Flood Diversion Authority

Owner



Darrell Vanya
Board Chair

6/17/16

Date

Copy: Owner
Designer of Record
USACE
Owner's Representative



LANDWEHR CONSTRUCTION INC.

PO Box 1086 St. Cloud, MN 56302
 Phone(320) 252-1494 Fax (320) 252-2380

Date: ~~June 29, 2016~~ July 6, 2016

Proposal Request # 4
 revised 7/6

To: Ty Smith - CH2M

Project: WP-42C.1 HoJo Demolition

Description of work performed:

Furnish and install three (3) doors per request
 Credit mulching on HoJo's site

Item	Hrs/Unit	Rate	Total
Equipment			
-	\$	-	\$ -
-	-	-	\$ -
-	-	-	\$ -
-	-	-	\$ -
-	-	-	\$ -
LCI Markup on Equipment	15%	-	\$ -
Total Equipment			\$ -
Labor			
Foreman	3.0	87.00	\$ 261.00
Laborer	3.0	67.00	\$ 201.00
-	-	-	\$ -
-	-	-	\$ -
LCI Markup on Labor	15%	462.00	\$ 69.30
Total Labor			\$ 69.30 531.30
Subcontractors/Materials			
Central Door Supply	1.0	4,957.00	\$ 4,957.00
Painter	1.0	1,500.00	\$ 1,500.00
Locksmith	3.0	200.00	\$ 600.00
-	-	-	\$ -
LCI Markup on Subs/Mat'l's	5%	7,057.00	\$ 352.85
Total Subs/Mat'l's			\$ 7,409.85
Misc lump sum pricing			
Mulching Credit per sy	5,555.0	(0.35)	\$ (1,944.25)
Mulching sub mobilization	1.0	500.00	\$ 500.00
-	-	-	\$ -
Total Misc lump sum			\$ (1,444.25)
Bond			
1.5%	6,496.90	\$	97.45
Total Bond			\$ 97.45
TOTAL LUMP SUM PRICE			<u>\$ 6,594.35</u>

Doors
 7941.15
 + 1.5% bond
 8060.27

Mulch
 1444.25
 + 1.5% bond
 (1465.91)

Notes: An alternate door option was provided by the door supplier. The alternate door is available much quicker. Pricing was provided as a voluntary alternate if accepted, deduct \$239.40 from the above price.

Contract time adjustment: Depending upon option chosen, between 10 days and 55 days.

6594.36

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 **as a specific line item, but is included as part of the overall P3 budget for FY-2016. [July 10, 2016]**

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:

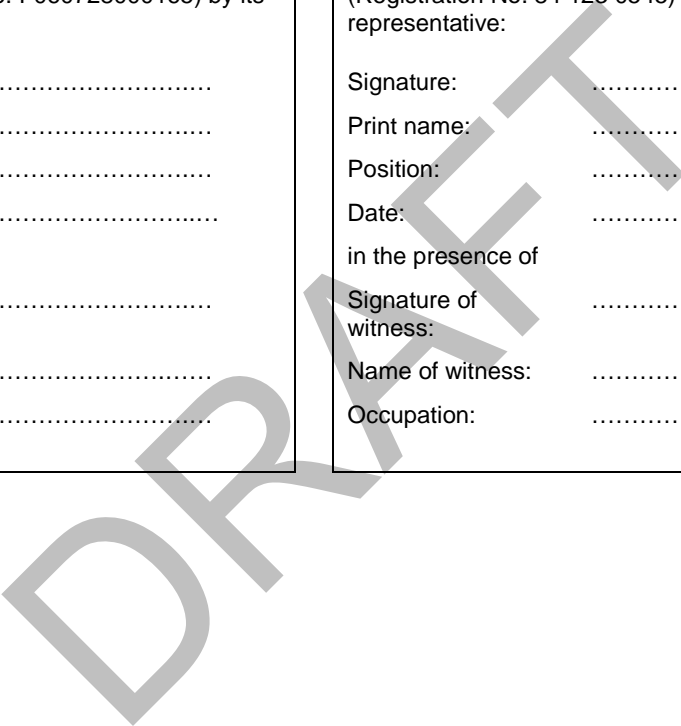
Date:

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. |

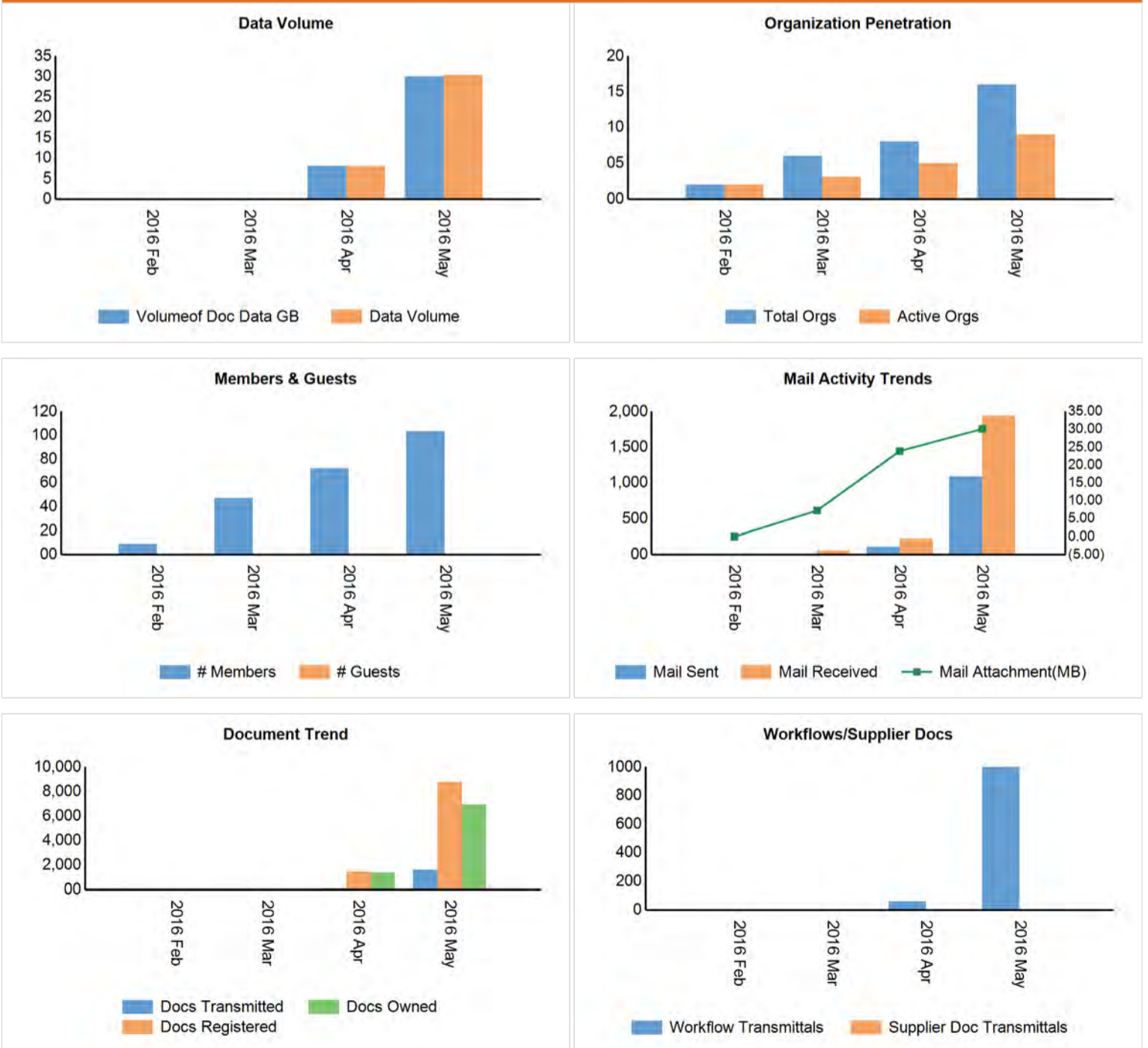
Project Details

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



ACONEX TERMS OF SERVICE AGREEMENT (AMERICAS)

This Master Services Agreement is entered into as of the Effective Date 14 July 2016 by and between Aconex (North America) Inc. 250 Montgomery Street, 10th Floor, San Francisco, CA 94104 and the Metro Flood Diversion Authority 211 9th 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 amount(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 specified in a Services Order. The term of Services applicable to a Project commences upon the Paying Organization's execution of the Services Order. Unless terminated earlier by either Party as permitted under this Agreement, the Service term applicable to a Project will expire 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 the Paying Organization will be responsible for payment of fees due and payable prior to the effective date of cancellation.

3.4. The Paying Organization's Responsibilities

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.

3.4.2. 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.

3.4.3. 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 Organization's 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

http://www.ch2m.com/corporate/about_us/business_ethics.asp.

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:

Metro Flood Diversion Authority
c/o: Cass County Administrator
211 9th Street South
P.O. Box 2806
Fargo, ND 58018
USA

Aconex (North America), Inc.
Attn: General Counsel
250 Montgomery Street, 10th Floor
San Francisco, CA 94104
USA

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 Metro Flood Diversion Authority by its authorised representative:

Signature:

Print name: Darrell Vanyo

Position: Chairman

Date: July 14, 2016

in the presence of

Signature of witness:

Name of witness:

Occupation:

Aconex Services Order



Date created: 13 Jul 2016

Aconex entity: Aconex (North America) Inc

Representative: Ryan Marinero

Company name: Metro Flood Diversion Authority

Address: 211 9th Street South, P.O. 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: 14 Jul 2016 End date: 13 Jul 2024

Client ref number: Not required

Billing contact: Darrell Vanyo Email: APIInvoicesFMDiv@ch2m.com

Exclusions and Client Responsibilities:

Invoice schedule:	Description	Units	Frequency	Unit price USD	Total USD
(excl taxes)					
	Years 1-2 service fee	1.00	Invoiced once on 14 July 2016	306,856	306,856
	Years 3-4 service fee	1.00	Invoiced once on 14 July 2018	306,856	306,856
	Years 5-6 service fee	1.00	Invoiced once on 14 July 2020	354,217	354,217
	Years 7-8 service fee	1.00	Invoiced once on 14 July 2022	354,217	354,217
TOTAL FEE:				USD	1,322,146

- 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:

Signature: _____ Name (printed): Darrell Vanyo
Title: Chairman, Flood Diversion Board of Authority
Date: July 14, 2016

Signature: _____ Name (printed): _____
Title: _____
Date: _____

Notes

- 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 14 July 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.

Public Outreach Committee Report For Diversion Authority – July 14, 2016

- New FM Area Diversion Project Logo
 - With the signing of the PPA, the Diversion Project reached a significant milestone and now enters the construction phase of its development. With this, the Diversion Project becomes its own identity, related to the Flood Diversion Authority, but standing on its own as well. With that, a Project logo has been created along with the style guide included in this packet to outline its uses, along with the uses of the Authority logo.
- Updated Communications Plan in Development
 - The Outreach Team is nearing completion of an updated and expanded Communication Plan. The Plan helps guide outreach efforts in a consistent and effective way. The Plan will have a special focus on the major events underway, including; land acquisition, construction efforts, and general education of Project specifics.
 - The Plan is anticipated to be final in the next 2-3 months.
- Corps Coordination
 - The signing of the Project Partnership Agreement and the events that surrounded the signing that took place on July 11 required extensive coordination with the Corps. In addition to Corps attendance, coordination with CODEL offices was also imperative. Congratulations to everyone involved in helping make the event successful.
- Community Outreach Activities
 - The ND Water Education Foundation held its conference in Fargo on July 12. The Diversion presented for three hours to roughly 100 attendees and provided a tour to 50 attendees following the presentation. Thank you to Terry Williams, Nathan Boerboom, Gregg Thielman, Randy Richardson, and Rocky Schneider for their presentations.
 - Keith Berndt attended the regular State Water Commission meeting and updated the Governor and the Commissioners on the PPA signing and other Project updates.

- Commissioners Mary Scherling and Mike Williams testified to the ND Water Topics Overview Committee in Minot in June. The legislators on the committee were interested in many aspects on how the Project was being implemented and in a financial update on the use of state funds.
 - Chair Vanyo, Mayor Mahoney, Commissioner Piepkorn, Councilwoman Otto along with Bruce Grubb and Bob Zimmerman went to Washington, DC in late June to meet with Corps officials and members from the Administration's Budget Office, along with meeting with all six Congressional offices. The outreach team locally and in Washington worked with these representatives to provide status updates at each of the meetings.
 - An article on the Diversion ran in the ND Water Magazine in June talking about the Authority's Financial Plan and on the P3 Industry Day held in Fargo. In July, the magazine will feature an article on the PPA signing event and what that means for construction efforts this fall.
- FMDiversion.com Update
 - Comments on the website increased significantly following news of the PPA signing and the Corps final approval of the Project. Numerous inquiries were received through the website inquiring on the status of individual acquisitions of properties needed for the Project.

LOGOS, COLORS AND FONTS

DIVERSION BOARD OF AUTHORITY LOGO

The Diversion Authority Board of Directors has a distinct and separate logo that has been used for any project-related items to this point. Now that the project has begun and is being sponsored by more entities than just the Board, it is necessary for this logo to only be used for board-related actions or information.



This logo should be used on items that are communicating or representing the Board of Authority including, but not limited to:

- Press releases from the Board
- Official Board documents
- Statements from Board members

This logo should not be used on items representing the project as a whole, construction or project updates. For example, project updates (using the project logo) are given to the Board. If the Board compiles a report about these updates, their logo would be used in the document as the reporting organization.

FM AREA DIVERSION PROJECT LOGO

The FM Area Diversion Project logo is distinct and separate from the entities making the project happen. The project logo should be used to identify any piece relating to the project including, but not limited to:

- Posters, brochures, handouts and information about the project
- Project website
- Project construction updates
- Informational signs about the project
- Project promotional items



This logo should not be used on items specifically representing the Board of Directors, a specific city or the U.S. Army Corps. For example, a printed project update should have the project logo when being given to an organization like the City of Fargo, City of Moorhead or the Diversion Board.

PRIMARY COLORS



BLUE
C=85 Y=50 M=0 K=0
1B75BB



LIGHT BLUE
C=70 Y=15 M=0 K=0
27A9E1



DARK BLUE
C=100 Y=90 M=36 K=29



GREY
C=0 Y=0 M=0 K=60
808284



GREEN
C=44 Y=5 M=100
K=0

1 HEADING
ARIAL BOLD

2 SUBHEADING
ARIAL REGULAR

3 Paragraph
Garamond Pro

Land Management Summary

July 13, 2016

Acquisitions Completed Through June 30, 2016

Property Type	Complete	
	Properties	Acreage
Single-Family Residential	34	
<i>Subset: Medical Hardship</i>	5	27
Agricultural	23	2,457
Commercial	5	298
Multi-Family Residential	--	--
Public	4	3
Other	4	--

Acquisition Budget Through June 30, 2016

Fiscal Year	No. Properties Acquired	Lands Budget (\$000)	Lands Expenses Paid FY to Date (\$000)	Outstanding Encumbrances (\$000)	Remaining Budget (\$000)
FY13	4	\$28,000	\$1,628		
FY14	15	\$37,700	\$20,006		
FY15	30	\$106,700	\$67,764		
FY16	9	\$109,900	\$22,169	\$36,107	\$51,624

Other News for month of June:

- There are sixteen (16) homes currently under construction in Oxbow. Ten (10) homes have been completed and the owners have been relocated, eleven owners have chosen to relocate outside of Oxbow.
- Rights of Entry are being obtained and boundary survey work for Phase 1 of the diversion channel properties (approximately 90 parcels) from the Outlet to Rush River area, as well as the Maple River and Sheyenne River aqueduct structures.
- Property acquisition efforts are progressing for County Road 16/17 Re-Alignment, and land firms are still working to settle land purchases outside of the court process
- The land management tracking tool, ESRI's WMX, is operational, and bugs are being worked out prior to Phase 1 acquisitions.
- Phase 1 appraisals and Notices of Intent to Acquire are expected to commence in August.
- Flowage easement document development plans are underway.

Land Management Summary

July 13, 2016

Active Land Acquisition Activities [sorted by: Area, Status, OIN]

Area: In-Town

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
BNSF	9259, 9780	Commercial	Purchase Agreement Signed	HMG/Britton
1313 Elm St N	9126	Residential	In Condemnation	HMG/Britton
City of Fargo - Park District	9212, 9771, 9781, 9784	Commercial	Easements Obtained	
Mid America Steel	9215, 9216, 9217, 9218, 9783	Commercial	Purchase Agreement Signed	HMG/Britton
City of Fargo	9768	Commercial	In Negotiation	HMG/Britton
City of Fargo - Housing Authority	9769	Commercial	In Negotiations	HMG/Britton
Case Plaza LLC	9770	Commercial	Right to Enter & Construct Signed	HMG/Britton
City of Fargo	9772	Commercial	In Negotiation	HMG/Britton
Kilbourne Group	9776	Commercial	Right to Enter & Construct Signed	HMG/Britton

Area: Oxbow-Hickson-Bakke

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
810 Riverbend Road	9595	Residential	Closed	ProSource/Hraba
839 Riverbend Road	9503	Residential	Purchase Agreement Signed	Ulteig/Bock
833 Riverbend Road	9504	Residential	Purchase Agreement Signed	ProSource/McKinzie
821 Riverbend Road	9506	Residential	Purchase Agreement Signed	ProSource/Hraba
817 Riverbend Road	9507	Residential	Purchase Agreement Signed	ProSource/McKinzie
813 Riverbend Road	9508	Residential	Purchase Agreement Signed	ProSource/Hraba
805 Riverbend Road	9510	Residential	Purchase Agreement Signed	ProSource/Hraba
816 Riverbend Road	9596	Residential	Purchase Agreement Signed	ProSource/Hraba
828 Riverbend Road	9599	Residential	Purchase Agreement Signed	ProSource/Hraba
840 Riverbend Road	9600	Residential	Purchase Agreement Signed	ProSource/Hraba

Land Management Summary

July 13, 2016

844 Riverbend Road	9601	Residential	Purchase Agreement Signed	ProSource/Hraba
328 Schnell Drive	9642	Residential	Purchase Agreement Signed	ProSource/Hraba
330 Schnell Drive	9643	Vacant Lot	Purchase Agreement Signed	ProSource/Hraba
332 Schnell Drive	9644	Residential	Purchase Agreement Signed	ProSource/Hraba
338 Schnell Drive	9647	Residential	Purchase Agreement Signed	ProSource/Hraba
309 Schnell Drive (owner of 2 other parcels)	9654	Residential	Purchase Agreement Signed	ProSource/McKinzie
313 Schnell Drive	9655	Residential	Purchase Agreement Signed	ProSource/Hraba
317 Schnell Drive	9656	Residential	Purchase Agreement Signed	ProSource/Hraba
321 Schnell Drive	9657	Residential	Purchase Agreement Signed	ProSource/Hraba
325 Schnell Drive	9658	Residential	Purchase Agreement Signed	ProSource/McKinzie
329 Schnell Drive	9659	Residential	Purchase Agreement Signed	ProSource/Hraba
337 Schnell Drive	9661	Residential	Purchase Agreement Signed	ProSource/Hraba
341 Schnell Drive	9662	Residential	Purchase Agreement Signed	ProSource/McKinzie
808 Riverbend Road (2 parcels at this address)	9593, 9594	Residential	Purchase Agreement Signed	ProSource/McKinzie
Agricultural property 214ac – S13, T137, R49; S14, T137, R49	1930, 1940, 1941	Agricultural	In Negotiation	Ulteig/Bock
843 Riverbend Road	9502	Residential	In Negotiation	ProSource/Bock
829 Riverbend Road	9505	Residential	In Negotiation	ProSource/Hraba
809 Riverbend Road	9509	Vacant Lot	In Negotiation	Ulteig/Bock
848 Riverbend Road	9602	Residential	Purchase Agreement Signed	ProSource/Bock
872 Riverbend Road	9607	Vacant Lot	In Negotiation	ProSource /Bock
869 Riverbend Road	9608	Vacant Lot	In Negotiation	ProSource /Bock
873 Riverbend Road	9609	Vacant Lot	In Negotiation	ProSource /Bock
477 Oxbow Drive	9614	Vacant Lot	In Negotiation	ProSource /Bock
473 Oxbow Drive	9615	Vacant Lot	In Negotiation	ProSource /Bock
469 Oxbow Drive	9616	Vacant Lot	In Negotiation	ProSource /Bock
465 Oxbow Drive	9617	Vacant Lot	In Negotiation	ProSource /Bock

Land Management Summary

July 13, 2016

461 Oxbow Drive	9618	Vacant Lot	In Negotiation	ProSource /Bock
457 Oxbow Drive	9619	Vacant Lot	In Negotiation	ProSource /Bock
455 Oxbow Drive	9620	Vacant Lot	In Negotiation	ProSource /Bock
425 Oxbow Drive	9628	Vacant Lot	In Negotiation	ProSource /Bock
354 Schnell Drive	9650	Vacant Lot	In Negotiation	Ulteig/Bock
358 Schnell Drive	9651	Vacant Lot	In Negotiation	Ulteig/Bock
Oxbow Job Development Authority - Permanent Easement	9581	Residential	Easement Identified	
Easement - 16 1st Avenue	9464	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 182 Main Ave	9470	Residential	In Negotiation	Ulteig/Bock
Easement - PO Box 203	9474	Commercial	In Negotiation	Ulteig/Bock
Easement - 626 Evergreen	9494	Commercial	In Negotiation	Ulteig/Bock
Easement - Horace Rural Fire Dept.	9472, 9473	Commercial	In Negotiation	Ulteig/Bock
Easement - PO Box 367	9576, 9579	Commercial	Easement Denied	Ulteig/Bock
Easement - Hickson Grain Company	9577, 9578	Commercial	Easement Denied	Ulteig/Bock
Easement - Pleasant Twp	9475, 9476, 9477	Commercial	In Negotiation	Ulteig/Bock
Easement - 308 Main Ave	9469, 9495, 9496	Commercial	In Negotiation	Ulteig/Bock
Easement - Jack Nick LLC	9497, 9498, 9501	Commercial	In Negotiation	Ulteig/Bock

Land Management Summary

July 13, 2016

Area: DCAI Phase 1

Project Area	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Surveyor
Diversion Channel East of I-29	167	Agricultural	Survey	Ulteig/AE2S
Diversion Channel Sheyenne Aqueduct	221, 222, 223	Agricultural	Renew ROE/Survey	HMG/AE2S
Diversion Channel Rush River Aqueduct	509, 590	Agricultural	Survey	Ulteig/AE2S
Diversion Channel Rush River Aqueduct	513	Agricultural	Negotiating ROE	HMG/AE2S
Diversion Channel East of I-29	533	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	537	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	538	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	540, 542, 543, 561, 562	Agricultural	Renew ROE	Ulteig/AE2S
Diversion Channel East of I-29	544	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	546, 2368	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	547, 548, 558	Agricultural	Negotiating ROE	Ulteig/AE2S
Diversion Channel East of I-29	549	Government Owned	Survey	AE2S
Diversion Channel West of I-29	566	Agricultural	ROE Requested	HMG/AE2S
Diversion Channel West of I-29	571, 573, 574	Agricultural	Survey	HMG/AE2S
Diversion Channel Maple River Aqueduct	903	Agricultural	Renew ROE	HMG/AE2S
Diversion Channel Maple River Aqueduct	904	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Maple River Aqueduct	905	Agricultural	ROE Requested	HMG/AE2S
Diversion Channel Maple River Aqueduct	915, 920, 921, 924, 925, 1216, 1220	Agricultural/Farmstead	Update ROE/Survey	HMG/AE2S
Diversion Channel Maple River Aqueduct	935	Agricultural	Survey	HMG/AE2S

Land Management Summary

July 13, 2016

Diversion Channel Maple River Aqueduct	952	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1187	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1190, 1192, 9999	Agricultural	Update ROE/Survey	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1191, 1193	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1195	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1197	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1198	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1199	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1200	Agricultural	Survey	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1201	Agricultural	Request ROE	HMG/AE2S
Diversion Channel Sheyenne River Aqueduct	1202	Rural Residential	Survey	HMG/AE2S
Diversion Channel East of I-29	1218	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	1221	Agricultural	Survey	Ulteig/AE2S
Diversion Outlet	1222	Ag/Residential	Survey	Ulteig/AE2S
Diversion Channel East of I-29	1223	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	1225	Agricultural	Survey	Ulteig/AE2S
Diversion Channel West of I-29	2362, 9268	Agricultural	Survey	HMG/AE2S
Diversion Channel West of I-29	2363	Agricultural	Survey	HMG/AE2S
Diversion Channel East of I-29	2364, 9052, 9053, 9992	Agricultural	ROE Requested	Ulteig/AE2S
Diversion Channel East of I-29	2365, 9182, 9183	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	2366, 2367	Government Owned	Survey	Ulteig/AE2S
Diversion Channel East of I-29	2369	Agricultural	Survey	
Diversion Channel East of I-29	2370	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	2371	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	2372	Agricultural	Survey	Ulteig/AE2S

Land Management Summary

July 13, 2016

Diversion Channel East of I-29	8878	Government Owned	Survey	Ulteig/AE2S
Diversion Channel Maple River Aqueduct	9263	Agricultural	ROE Requested	HMG/AE2S
Diversion Channel East of I-29	9271	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	9786	Agricultural	Survey	Ulteig/AE2S
Diversion Channel East of I-29	9789, 9790	Agricultural	Survey	Ulteig/AE2S

Area: Diversion Inlet & CR16/17

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
7806 112th Ave S	228	Agricultural	In Negotiations	HMG
4608 124th Ave S (2 parcels at this address)	224, 225	Agricultural	In Negotiations	HMG
HC 1 Box 9	831	Agricultural	In Negotiations	HMG
1532 22nd Ave S	832	Agricultural	In Negotiations	HMG
213 25th Ave N	1090	Agricultural	In Negotiations	HMG
719 10 ½ Ave W	1091	Agricultural	In Negotiations	HMG
5320 12th St S Unit 219	1099	Agricultural	Purchase Agreement Under Review by Owner	HMG
PO Box 202	1140	Agricultural	In Negotiations	HMG
Address Unknown (2 parcels at this address)	9054, 9055	Agricultural	In Negotiations	HMG
17128 50th Ave S (2 parcels at this address)	229, 230	Agricultural	In Negotiations / Condemnation	HMG
2214 11th St S	1096	Agricultural	In Negotiations / Condemnation	HMG
12004 57th St S	10987	Agricultural	In Negotiations / Condemnation	HMG

Land Management Summary

July 13, 2016

Area: Staging

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
Agricultural Property 320ac - S28, T137, R48; S37, T137, R48	1790-1811	Agricultural	On Hold	Crown/Berg
17471 49th Street SE	9403	Residential	In Negotiations	Ulteig
17465 49th Street SE	9411	Residential	In Negotiations	Ulteig
17556 Pfiffer Dr	9383	Residential	In Negotiation	Ulteig/Bock
17465 49th St SE	9403	Residential	In Negotiation	Ulteig/Bock

Area: Hardship

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
16678 3rd St S	1802	Residential	Purchase Agreement Signed	HMG/Britton
4989 Klitzke Dr	9440	Residential	Purchase Agreement Signed	Ulteig/Bock
5017 171 Ave SE	1953	Residential	In Negotiation	Ulteig/Bock
Pleasant Township 57-0000-10215-000	1889	Residential	In Negotiation	Ulteig/Bock

Finance Committee Bills for July 2016

Vendor	Description	Amount
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 2,609,981.31
Erik R. Johnson & Associates, Ltd.	General Legal Matters through May 25, 2016	\$ 8,167.10
Dorsey & Whitney LLP	Legal Services Rendered through May 31, 2016	\$ 83,452.34
Ohnstad Twichell, P.C.	Bond counsel work; PPP Research	\$ 60,540.78
Ohnstad Twichell, P.C.	4th Street Pump Station Litigation through June 21	\$ 1,450.00
Springsted	Professional Services through April 30, 2016	\$ 24,136.77
Total Bills Received in June		<u>\$ 2,787,728.30</u>



Cass County
Joint Water
Resource
District

July 5, 2016

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

Mark Brodshaug
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project
In-Town Levees Project
Diversion Project Assessment Committee (DPAC)
Oxbow-Hickson-Bakke Ring Levee Project

Enclosed please find copies of bills totaling \$2,609,981.31 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$ 45,266.89
In-Town Levees	965,131.18
DPAC	6,812.12
Oxbow-Hickson-Bakke Ring Levee	1,435,171.12
Oxbow Golf and Country Club	157,600.00

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

If you have any questions, please feel free to contact us. Thank you.

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

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

Enclosures

701-298-2381
FAX 701-298-2397
wrld@casscountynnd.gov
casscountygov.com

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

Updated 7/5/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/9/2016	5/25/2016	142698	160007	99.00	Ohnstad Twichell, P.C.	Eminent Domain on Inlet parcel - Sauvageau
6/9/2016	5/25/2016	142699	160007	351.00	Ohnstad Twichell, P.C.	Eminent Domain on Inlet parcel - Cossette
6/9/2016	5/25/2016	142700	160007	342.00	Ohnstad Twichell, P.C.	Eminent Domain on Inlet parcel - Uistad
6/9/2016	5/25/2016	142780	130007	16,969.89	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
6/9/2016	5/25/2016	142782	90007	6,264.00	Ohnstad Twichell, P.C.	Legal-DA JPA, open records, MndNR
6/9/2016	5/25/2016	142696	160007	18,059.00	Ohnstad Twichell, P.C.	Legal-Inlet Right of Entry
6/23/2016	6/7/2016	691306	38810	66.00	Larkin Hoffman Attorneys	Legal-Stefonowicz
6/23/2016	6/7/2016	691307	38810	3,116.00	Larkin Hoffman Attorneys	Legal-Stefonowicz - Sauvageau property

Total 45,266.89

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/9/2016	6/6/2016	902799		2.00	Dawson Insurance	Liability insurance added to properties
06/23/16	06/20/16	381069369	479407	249,500.00	CH2MHill	Construction Management services (99.8% In-Town)
06/23/16	06/20/16	381069370	479407	250,000.00	CH2MHill	Construction Management services (100% In-Town)
6/9/2016	5/17/2016	1288	2002	25,519.26	Houston-Moore Group	Negotiation and acquisition services
6/9/2016	5/17/2016	1289	2002	31,265.13	Houston-Moore Group	Negotiation and acquisition services
6/9/2016	5/22/2016	381066419	479407	141,199.81	CH2MHill	Land Management Services - (78%)
6/23/2016	6/2/2016	1310	2002	55,537.17	Houston-Moore Group	Negotiation and acquisition services, project mgmt
6/23/2016	6/2/2016	1311	2002	91,558.58	Houston-Moore Group	Negotiation and acquisition services, project mgmt
6/23/2016	6/2/2016	1312	2002	62,607.93	Houston-Moore Group	Negotiation and acquisition services, project mgmt
6/23/2016	6/2/2016	1313	2002	29,492.06	Houston-Moore Group	Negotiation and acquisition services, project mgmt
6/23/2016	6/8/2016	1325	2002	28,449.24	Houston-Moore Group	Negotiation and acquisition services, project mgmt

Total 965,131.18

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/9/2016	5/25/2016	142658	120007	180.00	Ohnstad Twichell, P.C.	Legal - Garaas' reply brief
6/9/2016	5/25/2016	142672	150007	6,632.12	Ohnstad Twichell, P.C.	Legal - Garaas appeal

Total 6,812.12

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
6/9/2016	6/6/2016	902799			6.00	Dawson Insurance	Liability insurance added to properties
6/9/2016	5/27/2016	142781		140007	11,691.18	Ohnstad Twichell, P.C.	Legal-ROW
06/23/16	06/20/16	381069369		479407	500.00	CH2MHill	Construction Management services (.2% OHB - see In-Town Le
6/9/2016	5/30/2016	5		14809-5	256,933.39	Riley Bros. Construction	Construction on OHB Ring Levee
6/6/2016	6/6/2016				382,634.10	The Title Company	Purchase Andel property
6/6/2016	6/6/2016				629,541.18	The Title Company	Replacement property - Andel
6/9/2016	6/6/2016				1,398.00	Joseph and Jolene Sauvageau	final relocation costs
6/23/2016	6/21/2016				4,500.00	The Apartment Movers	moving costs for Pearson
6/23/2016	6/14/2016			12 invoices	647.34	Cass County Electric Cooperative	Service to various addresses
6/9/2016	5/22/2016	381066419		479407	39,825.59	CH2MHill	Land Management Services - (22%) see In-Town Levee
6/23/2016	6/9/2016	58237		R12.00049	8,849.48	Ulteig Engineers	Land Management Services, land acquisition
6/23/2016	10/31/2015	17055		2830-00	1,932.25	ProSource Technologies, LLC	Reimbursable expenses
6/23/2016	11/30/2015	17060		2830-00	26,983.42	ProSource Technologies, LLC	Project Mgmt, acquisition, relocation
6/23/2016	12/31/2015	17061		2830-00	26,584.11	ProSource Technologies, LLC	Project Mgmt, acquisition, relocation
6/23/2016	1/31/2016	17068		2830-00	2,480.41	ProSource Technologies, LLC	Reimbursable expenses
6/23/2016	2/29/2016	17065		2830-00	469.73	ProSource Technologies, LLC	Reimbursable expenses
6/23/2016	3/31/2016	17056		2830-00	35,633.31	ProSource Technologies, LLC	Project Mgmt, acquisition, relocation
6/9/2016	5/28/2016	5257			1,381.86	Sentry Security, Inc.	Security patrol services
6/23/2016	6/11/2016	5286			1,179.77	Sentry Security, Inc.	Security patrol services

Total 1,435,171.12

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/7/2016	6/23/2016	13	1470	91,240.00	Oxbow Golf and Country Club	Reimbursement for construction and architectural services
6/10/2016	6/23/2016	14	1470	66,360.00	Oxbow Golf and Country Club	Reimbursement for construction and architectural services

Total 157,600.00

Grand Total 2,609,981.31

Erik R. Johnson & Associates, Ltd.
Attorneys at Law

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

May 25, 2016
Invoice No. 2437

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through May 25, 2016

INVOICE TOTAL

Total for Current Legal Fees	\$8,167.10
Total for Current Disbursements and Service Charges	\$
Total for Current Invoice	\$8,167.10

Summary of Account

*Prior Balance Due	\$
Total Amount Due	\$8,167.10

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

We appreciate your business.

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



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

RECEIVED
BY _____ DATE 6-27-16

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

June 23, 2016
Invoice No. 3286286

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

For Legal Services Rendered Through May 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	\$83,291.50
Total For Current Disbursements and Service Charges	\$160.84
Total For Current Invoice	\$83,452.34

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

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

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

ABA Routing Number: 09100022
Account Number: 1602-3010-8500
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

July 1, 2016

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

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated June 23, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through May 31, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", written over a horizontal line.

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb



**OHNSTAD TWICHELL, P.C.
ATTORNEYS AT LAW**

901 13TH AVENUE EAST, P.O. BOX 458
WEST FARGO, ND 58078-0458
(701) 282-3249

15-1395 JTS Invoice # 143356
Flood Diversion Board
Bond Counsel Work – PPP

16-0559 RGH Invoice #143144
Metro Flood Diversion Authority
4th Street Pump Station Litigation

To: Flood Diversion Board
PO Box 2806
Fargo, ND 58108-2806

DATE: June 29, 2016

AMOUNT REMITTED \$ _____

Please detach. Return upper portion with your payment.
Payments received after the statement date will be reflected on next month's statement. Thank you.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice #143356 Flood Diversion Board Bond Counsel Work – PPP Research 1

Attorney	Hours	Rate	Fees
JTS	104.70	\$290.00	\$30,363.00
CMM	3.40	\$290.00	\$986.00
LDA	.40	\$290.00	\$116.00
KJB	75.60	\$225.00	\$17,010.00
TJL	12	\$175.00	\$2,100.00
AJM	75.30	\$125.00	\$9,412.50
Total	271.40		\$59,987.50
Expenses:			
Westlaw Research			\$ 500.00
AT & T Conference Calls			\$32.29
Printing Costs			\$20.99
Grand Total			\$60,540.78

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

	Hourly Rate
JTS - John T. Shockley, Partner, Supervising Attorney	\$290.00
CMM - Christopher M. McShane, Partner	\$290.00
LDA, Lucas D. Andrud, Partner	\$290.00
RGH, Robert G. Hoy, Partner	\$290.00
KJB - Katie J. Bertsch, Associate	\$225.00
TJL – Tyler J. Leverington, Associate	\$175.00
AJM - Andrea J. Murphy, Paralegal	\$125.00

16-0559 RGH Invoice # 143114 Metro Flood Diversion Authority 4th Street Pump Station Litigation

Attorney	Hours	Rate	Fees
RGH	5	\$290.00	\$1,450.00
Grand Total	5		\$1,450.00



Springsted Incorporated
 380 Jackson Street, Suite 300
 Saint Paul, MN 55101-4705
 Tel: 651-223-3000
 Fax: 651-223-3002
 www.springsted.com

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

July 07, 2016
 Project No: 012265.100
 Invoice No: 2

For Professional Services through April 30, 2016
 Re: Financial Feasibility Analysis (Progress Billing)

Professional Personnel

	Hours	Rate	Amount	
Principal, Senior Officer	78.35	260.00	20,371.00	
Officer, Project Manager	13.65	215.00	2,934.75	
Senior Associate	3.50	160.00	560.00	
Totals	95.50		23,865.75	
Total Labor				23,865.75

Travel			271.02	
			271.02	271.02

Total this Invoice \$24,136.77

I declare under penalty of law that this account is just and correct and that no part of it has been paid.

SPRINGSTED Incorporated

BY

BONNIE C. MATSON

Payment is due on receipt of this billing. After 30 days, interest will be charged on any balance at a rate of 1% per month.

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 6/30/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
Revenues							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	10,337,013	73,189,297
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	9,295,442	72,147,726
State Water Commission	-	-	3,782,215	602,918	31,056,740	20,396,484	55,838,357
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	2,015,321	15,982,494
City of Oxbow MOU Repayment	-	-	-	-	-	4,389,174	4,389,174
Reimbursements	-	-	-	-	-	16,631	16,631
Lease/Rental Payments	-	-	17,358	154,180	180,341	253,306	605,185
Asset Sales	-	-	-	616,774	315,892	175,190	1,107,856
Miscellaneous	-	-	1,705	626	427	-	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	94,465,339	46,878,561	223,279,478
Expenditures							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	2,279,000	6,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	127,350	1,094,831
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	1,585,903	24,101,490
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	2,356,772	23,035,231
7925 WIK - Recreation	-	163,223	-	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	22,753,826	102,371,080
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	273,195	636,097
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	14,174,339	35,182,032
7951 Construction - Minnesota	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	568,029	16,894,534
7955 Construction Management	-	-	-	556,209	2,867,422	1,899,442	5,323,073
7990 Project Financing	-	50,000	70,000	216,376	566,600	1,756,975	2,659,951
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	-	7,527,861
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	95,896,147	47,774,830	226,505,699

FM Diversion Authority
FY 2016 Summary Budget Report (In Thousands)
As of June 30, 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	39,375	2,901	10,337			29,038
Cass County	39,375	2,288	9,295			30,080
State of ND - 50% Match	40,100	2,101	16,256			23,844
State of ND - 100% Match	109,900	404	4,141			105,759
State of Minnesota	-	-	-			-
Other Agencies	8,750	504	2,015			6,735
City of Oxbow MOU Repayments	-	1,495	4,389			(4,389)
Financing Proceeds	-	-	-			-
Reimbursements	-	-	17			(17)
Sale of Assets	-	-	175			(175)
Property Income	-	-	253			(253)
Miscellaneous	-	-	-			-
Total Revenue Sources	237,500	9,693	46,878			190,622
Funds Appropriated						
Army Corp Local Share	-	-	2,279		-	(2,279)
Management Oversight	11,340	1,359	4,384	39%	10,580	(3,624)
Technical Activities	7,500	167	1,586	21%	3,166	2,748
Land Acquisitions	109,900	3,519	23,027	21%	36,107	50,766
Construction	105,000	4,639	14,742	14%	38,973	51,285
Mitigation	2,200	-	-	0%	366	1,834
Other Costs	1,560	456	1,757	113%	2,619	(2,816)
Total Appropriations	237,500	10,140	47,775	20%	91,811	97,914

FM Diversion Authority
Summary of Cash Disbursements
June 2016

Date: 7/1/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	6/30/2016	JB06160016	CITY OF FARGO	1,200.00	CHARGE COF TIME - 6/16	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				1,200.00			
790-7915-429.33-05	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	567.84	RECREATION USE PLAN	V01607	RECREATION/USE MASTER PLN
	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	6,415.50	UTILITIES DESIGN	V01616	PERMIT SUBMITTAL PREP
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	6,786.15	USED MASTER PLAN & DESIGN	V01607	RECREATION/USE MASTER PLN
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	2,893.51	WORK IN KIND	V01608	WORK-IN-KIND (WIK)
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	23,751.50	HYDROLOGY&HYDRALIC REMODE	V01609	HYDROLOGY/HYDRAULIC MODEL
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	73,559.03	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	640.00	DEVELOP DRAFT OP PLANS	V01615	DRAFT OPERATIONS PLAN
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	1,959.25	SUBMITTAL PREP & SERVICES	V01616	PERMIT SUBMITTAL PREP
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	6,097.13	WORK IN KIND	V01608	WORK-IN-KIND (WIK)
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	41,557.75	HYDRAULIC/HYDROLOGIC MODE	V01609	HYDROLOGY/HYDRAULIC MODEL
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	2,878.00	PERMIT SUBMITTAL	V01616	PERMIT SUBMITTAL PREP
Total WIK - Project Design - Engineering Services				167,105.66			
790-7920-429.33-05	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	48,269.43	DIVERSION PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	60,584.40	DIVERSION PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				108,853.83			
790-7920-429.33-79	6/29/2016	269072	CH2M HILL ENGINEERS INC	700,000.00	MGMT-TECHNICAL OUTREACH	V00206	CH2M HILL-2.27-11.25.16
Total WIK Construction Mgmt. - Construction Management				700,000.00			
790-7930-429.33-05	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	40,233.00	PROSOURCE TECHNOLOGIES, L	V01203	Cass Joint Water OHB
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	5,544.82	PROSOURCE TECHNOLOGIES, L	V01203	Cass Joint Water OHB
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	8,886.90	PROSOURCE TECHNOLOGIES, L	V01203	Cass Joint Water OHB
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	39,453.20	PROSOURCE TECHNOLOGIES, L	V01203	Cass Joint Water OHB
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	18,295.00	PROSOURCE TECHNOLOGIES, L	V01203	Cass Joint Water OHB
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	4,480.75	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	7,273.50	UTILITIES DESIGN	V01610	UTILITIES DESIGN
	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	13,899.58	DESIGN OF WORK PACKAGE	V01618	WP28 - CR-16/CR-17 BRIDGE
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	7,171.50	UTILITIES DESIGN	V01610	UTILITIES DESIGN
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	73,101.53	DESIGN OF WORK PACKAGE 28	V01618	WP28 - CR-16/CR-17 BRIDGE
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	9,812.50	UTILITY DESIGN	V01610	UTILITIES DESIGN
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	14,155.00	BRIDGE CHANNEL	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				242,307.28			

**FM Diversion Authority
Summary of Cash Disbursements
June 2016**

Date: 7/1/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description	
790-7930-429.33-25	7/5/2016	560	P CARD BMO	81,598.19	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal	
	6/9/2016	558	P CARD BMO	50,281.25	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	6,380.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	6,920.01	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	29,381.32	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	21,626.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	6,402.38	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	3,914.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	725.00	OHNSTAD TWICHELL, P.C.	V02807	CASS JOINT WATER IN-TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	66.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE	
	6/29/2016	269083	ERIK R JOHNSON & ASSOCIATES	224.40	LERRDS LEGAL MATTERS	V00103	General & Admin. LERRDS	
	Total LERRDS - North Dakota - Legal Services				207,519.05			
	790-7930-429.33-79	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	161,245.66	CH2MHILL	V02807	CASS JOINT WATER IN-TOWN
6/15/2016		268723	CASS COUNTY JOINT WATER RESOURCE DI	45,479.54	CH2MHILL	V01203	Cass Joint Water OHB	
Total LERRDS - North Dakota - Construction Management				206,725.20				
790-7930-429.38-61	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	1,372.14	SENTRY SECURITY, INC.	V01203	Cass Joint Water OHB	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	1,271.97	SENTRY SECURITY, INC.	V01203	Cass Joint Water OHB	
Total LERRDS - North Dakota - Security Services				2,644.11				
790-7930-429.38-99	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	165.00	LANEY'S INC.	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	442.00	LANEY'S INC.	V01701	ND LAND PURCH-OUT OF TOWN	
Total LERRDS - North Dakota - Other Services				607.00				
790-7930-429.62-51	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	51.47	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	132.15	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	416.49	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	32.01	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	170.88	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	24.46	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	101.43	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	31.80	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	26.70	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	47.23	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	27.98	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	78.37	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	34.46	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN	

FM Diversion Authority
Summary of Cash Disbursements
June 2016

Date: 7/1/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	2,347.30	DIVERSIFIED ADJUSTMENT	V01703	ND LAND PURCH - IN TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	18.85	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	42.43	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	4.65	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	5.65	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	5.65	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Electricity				3,599.96			
790-7930-429.67-11	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	185,620.00	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	556,822.28	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	1,332.15	ERIN & ELIZABETH LAVENUTA	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Residential Buildings				743,774.43			
790-7930-429.67-12	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	127,084.85	OXBOW GOLF AND COUNTRY CL	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Commercial Buildings				127,084.85			
790-7930-429.71-30	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	160,000.00	TODD E. DEBATES	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	40,000.00	TODD E. DEBATES	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	133,000.00	CHAD AND HEIDI MCQUILLAN	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	64,243.00	CHAD AND HEIDI MCQUILLAN	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	329,895.97	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	222,030.00	TERRIE L. ROMINE	V01702	ND LAND PURCHASE-HARDSHIP
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	23,568.00	SIGNATURE LANDSCAPES	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Land Purchases				972,736.97			
790-7930-429.71-31	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	476,040.00	CASS COUNTY CLERK OF DIST	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	268,020.00	CASS COUNTY CLERK OF DIST	V01701	ND LAND PURCH-OUT OF TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	250,440.00	CASS COUNTY CLERK OF DIST	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Easements				994,500.00			
790-7930-429.73-20	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	7,590.00	AMERICAN ENTERPRISES, INC	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Site Improvements				7,590.00			
790-7950-429.38-99	6/22/2016	CR0023332	BNSF	(775.00)	PERMIT #16-54711 CANCELLED	V02819	2ND ST N FLOODWALL
Total ND Construction - Other Services				(775.00)			
790-7950-429.73-20	6/15/2016	268793	LANDWEHR CONSTRUCTION INC	579,289.07	DEMO-H JOHNSON/SHAKEYS	V02816	DOWNTOWN AREA DEMOLITION
Total ND Construction - Site Improvements				579,289.07			

FM Diversion Authority
Summary of Cash Disbursements
June 2016

Date: 7/1/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7950-429.73-52	6/15/2016	268838	REINER CONTRACTING INC	404,246.95	EL ZAGAL PHASE 2	V02817	EL ZAGEL - PHASE 2
	6/15/2016	268757	INDUSTRIAL BUILDERS INC	2,009,545.68	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	6/22/2016	268932	INDUSTRIAL BUILDERS INC	115,220.00	MICKELSON LEVEE EXTENSION	V02818	MICKELSON LEVEE EXTENSION
	6/22/2016	268932	INDUSTRIAL BUILDERS INC	1,119,991.35	FLOOD CONTROL 2 ST N	V02819	2ND ST N FLOODWALL
	6/22/2016	268933	INDUSTRIAL CONTRACT SERVICES INC	246,487.48	PUMP STATION & FLOODWALL	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				3,895,491.46			
790-7950-429.73-70	6/22/2016	268885	AT & T	165,201.86	UTILITY RELOCATION	V02809	AT&T WP42 UTILITY RELOCT
Total ND Construction - Utilities				165,201.86			
790-7952-429.73-20	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	9,967.80	OXBOW GOLF AND COUNTRY CL	V01204	Cass Joint Water OCC
Total O/H/B Construction - Site Improvements				9,967.80			
790-7955-429.33-05	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	206,196.57	HOUSTON-MOORE GROUP	V01203	Cass Joint Water OHB
	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	32,552.39	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	45,743.13	SERVICES DURING CONSTRUCTI	V02806	CONSTRUCTION SVCS WP42
Total Construction Management - Engineering Services				284,492.09			
790-7955-429.33-06	6/8/2016	268645	TERRACON CONSULTING ENGINEERS	4,293.30	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Total Construction Management - Quality Testing				4,293.30			
790-7955-429.33-79	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	128,570.00	CH2MHILL	V02807	CASS JOINT WATER IN-TOWN
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	1,430.00	CH2MHILL	V01203	Cass Joint Water OHB
	6/15/2016	268723	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2MHILL	V02807	CASS JOINT WATER IN-TOWN
Total Construction Management - Construction Management				260,000.00			
790-7990-429.33-05	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	28,437.95	DOCUMENT PREPARATION SUPP	V01619	PPP DOCUMENT PREP SUPPRT
	6/1/2016	268401	HOUSTON-MOORE GROUP LLC	3,312.40	DOCUMENT PREPARATION SUPP	V01619	PPP DOCUMENT PREP SUPPRT
	6/22/2016	268931	HOUSTON-MOORE GROUP LLC	9,765.56	DOCUMENT PREP SUPPORT	V01619	PPP DOCUMENT PREP SUPPRT
	6/29/2016	269102	HOUSTON-MOORE GROUP LLC	6,067.90	DOCUMENT PREPARATION	V01619	PPP DOCUMENT PREP SUPPRT
Total Project Financing - Engineering Services				47,583.81			
790-7990-429.33-25	6/9/2016	558	P CARD BMO	79,427.60	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
Total Project Financing - Legal Services				79,427.60			

**FM Diversion Authority
Summary of Cash Disbursements
June 2016**

Date: 7/1/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7990-429.34-55	6/8/2016	268579	JP MORGAN CHASE-LOCKBOX PROCESSING	142,333.23	FINANCIAL ADVISER SERV	V03301	PPP FINANCL ADVISORY SVCS
	6/15/2016	268784	JP MORGAN CHASE-LOCKBOX PROCESSING	150,116.68	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
Total Project Financing - Financial Advisor				292,449.91			
790-7990-520.80-20	6/1/2016	JB06160001	CITY OF FARGO	36,458.34	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
Total Project Financing - Interest On Bonds				36,458.34			
Total Disbursed for Period				10,140,128.58			

FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of June 30, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 140,651,147.00	\$ 100,041,785.33	\$ 40,609,361.67	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
INDUSTRIAL BUILDERS INC	39,305,282.36	16,007,102.97	23,298,179.39	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	33,471,917.10	26,481,346.69	6,990,570.41	Engineering Services
CH2M HILL ENGINEERS INC	25,985,819.01	19,365,819.01	6,620,000.00	Project & Construction Management
INDUSTRIAL CONTRACT SERVICES I	17,364,063.63	14,438,522.28	2,925,541.35	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	15,239,944.56	14,425,798.67	814,145.89	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	6,929,000.00	-	Local Share
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
DORSEY & WHITNEY LLP	3,060,608.51	3,060,608.51	-	Legal Services
CENTURYLINK COMMUNICATIONS	2,660,937.92	74,195.92	2,586,742.00	Utility Relocation
MINNESOTA DNR	2,325,472.35	2,325,472.35	-	EIS Scoping
LANDWEHR CONSTRUCTION INC	2,064,267.31	1,892,058.81	172,208.50	In-Town Demolition Contracts
ASHURST LLP	1,979,133.70	497,153.39	1,481,980.31	PPP Legal Counsel
URS CORPORATION	1,922,118.42	1,610,454.93	311,663.49	Engineering Services
CONSOLIDATED COMMUNICATIONS	1,731,312.00	917,332.42	813,979.58	Utility Relocation
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
REINER CONTRACTING INC	1,542,795.94	653,149.57	889,646.37	EI Zagal Flood Risk Management
JP MORGAN CHASE-LOCKBOX PROCES	1,527,000.00	533,971.00	993,029.00	Financial Advisor
HOUGH INCORPORATED	1,448,373.17	-	1,448,373.17	2nd Street South Flood Control
XCEL ENERGY	925,076.69	190,530.93	734,545.76	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
US BANK	626,849.03	626,849.03	-	Loan Advance Debt Service Payments
TERRACON CONSULTING ENGINEERS	607,500.00	380,880.34	226,619.66	Materials Testing
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
AT & T	569,404.44	569,404.44	-	Utility Relocation
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Retention Projects - Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
ERIK R JOHNSON & ASSOCIATES	476,298.71	468,131.61	8,167.10	Legal Services

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of June 30, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CITY OF FARGO	458,870.59	444,150.59	14,720.00	Digital Imagery Project, Utility Relocation, Accounting Svcs, and US Bank Loan Advance DS Payments
CASS COUNTY TREASURER	446,632.45	446,632.45	-	Property Taxes and US Bank Loan Advance DS Payments
702 COMMUNICATIONS	326,243.91	266,892.07	59,351.84	Utility Relocation
OHNSTAD TWICHELL PC	313,131.07	313,131.07	-	ROE and Bonding Legal Fees
BUFFALO-RED RIVER WATERSHED DI	220,768.00	-	220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	145,380.00	-	145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	70,438.32	40,561.68	Engineering Services
FREDRIKSON & BYRON, PA	105,000.00	59,500.00	45,500.00	Lobbying Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
NIXON PEABODY LLC	60,000.00	60,000.00	-	Legal Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
CLAY COUNTY AUDITOR	34,180.71	34,180.71	-	Property Tax, Home Buyout Demo
GEEKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
WARNER & CO	24,875.00	24,875.00	-	General Liability Insurance
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
SPRINGSTED INCORPORATED	16,184.00	16,184.00	-	Financial Advisor
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of June 30, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	10,000.00	10,000.00	-	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
BNSF RAILWAY CO	2,925.00	2,925.00	-	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
DEPT OF NATURAL RESOUR	1,000.00	1,000.00	-	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
Grand Total	\$ 318,316,328.73	\$ 226,505,699.13	\$ 91,810,629.60	

**FM Diversion Authority
In-Town Levee Work
as of June 30, 2016**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,720,218.99	\$ 8,374,614.31
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	607,500.00	380,880.34
V02803	Consolidated Communications	2nd Street Utility Relocation	1,846,997.62	1,033,018.04
V02804	702 Communications	2nd Street Utility Relocation	326,243.91	266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	17,364,663.63	14,439,122.28
V02806	HMG	WP42 - Services During Construction	4,932,000.00	2,088,290.28
V02807	CCJWRD	In-Town Levee Work	3,217,885.95	3,217,885.95
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	38,002.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	731,770.60	569,404.44
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	925,076.69	190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	16,890,454.32	6,397,277.31
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.74	1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,660,937.92	74,195.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	887,115.57	722,407.07
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	1,542,795.94	653,149.57
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	724,910.00	115,220.00
V02819	Industrial Builders	WP42F.1N - 2nd Street North	12,972,024.05	1,122,316.35
V02820	CH2M Hill	WP42 - Construction Management Services	1,020,000.00	-
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	1,448,373.17	-
V01703	Various	In-Town Property Purchases	38,880,893.13	30,329,356.16
			<u>\$ 117,079,756.65</u>	<u>\$ 71,198,444.81</u>

FM Diversion Authority
Lands Expense - Life To Date
As of June 30, 2016

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Commercial Relocations - Fargo									
Park East Apartments - 1 2nd St S	6/23/2015	9,002,442.20	-	94,832.78	1,367,581.09	74,283.50	(2,166.32)	-	10,536,973.25
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	-	3,271,847.09	35,438.80	-	(1,100.00)	6,572,265.49
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	-	7,550,036.23	-	(23.00)	-	9,453,489.01
Home Buyouts - Fargo									
1322 Elm St N	11/19/2014	347,270.27	-	2,981.20	47,168.14	2,595.24	-	-	400,014.85
1326 Elm St N	12/23/2014	230,196.41	-	-	8,001.02	297.09	-	-	238,494.52
1341 N Oak St	1/29/2015	309,888.24	-	3,153.40	78,889.24	64.79	-	-	391,995.67
1330 Elm St N	2/12/2015	229,982.44	-	651.52	62,362.63	775.28	-	-	293,771.87
18 North Terrace N	4/2/2015	129,698.25	-	829.15	44,688.72	383.94	-	-	175,600.06
1318 Elm St N	5/29/2015	229,012.67	-	1,289.52	55,452.01	50.00	-	-	285,804.20
724 North River Road	6/8/2015	204,457.83	-	1,547.60	35,615.30	109.35	-	(10,000.00)	231,730.08
1333 Oak Street N	6/24/2015	238,513.23	-	1,627.75	4,033.00	50.00	-	-	244,223.98
26 North Terrace N	9/11/2015	138,619.58	-	1,737.30	12,620.00	118.50	-	-	153,095.38
16 North Terrace N	9/24/2015	227,987.50	-	2,072.31	96,717.14	202.29	-	-	326,979.24
24 North Terrace N	11/25/2015	182,437.38	-	1,606.21	29,269.60	234.63	-	-	213,547.82
1314 Elm Street N	12/18/2015	225,800.09	-	-	21,525.00	161.43	-	-	247,486.52
12 North Terrace N	2/9/2016	10,191.00	-	-	-	-	-	-	10,191.00
1313 Elm Street N		350,000.00	-	-	3,360.00	-	-	-	353,360.00
Home Buyouts - Moorhead									
387 170th Ave SW	11/1/2013	281,809.91	-	2,354.00	-	34,073.72	-	(8,440.00)	309,797.63
16678 3rd St S		-	192,600.00	-	80,210.80	-	-	-	272,810.80
Home Buyouts - Oxbow									
105 Oxbow Drive	11/28/2012	216,651.85	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend Rd	12/3/2012	343,828.30	-	14,276.50	2,435.00	39,536.48	(37,617.16)	-	362,459.12
121 Oxbow Drive	7/31/2013	378,781.20	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive	9/20/2013	104,087.79	-	4,302.38	-	30,137.65	-	-	138,527.82
346 Schnell Drive	2/13/2014	512,970.73	-	6,638.91	7,200.00	13,915.79	(18,000.00)	-	522,725.43
345 Schnell Drive	10/24/2014	478,702.98	-	6,453.35	6,869.44	35,219.98	-	-	527,245.75
336 Schnell Drive	1/29/2015	310,888.51	-	2,376.26	185,620.00	335.55	(2,759.00)	-	496,461.32
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	5,095.25	10,549.70	7,864.31	(3,850.00)	-	2,717,886.23
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	6,643.74	176,524.79	1,085.96	-	-	650,975.29
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	2,234.53	309,992.53	1,085.92	-	-	620,038.18
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	4,002.89	205,699.82	181.53	-	-	690,668.54
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	3,554.24	267,757.65	1,860.11	-	-	763,263.32
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	7,007.30	507,103.56	1,171.40	-	-	984,360.39
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	2,818.16	312,212.95	1,676.63	-	-	811,050.61
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	1,710.55	-	36.67	(17,966.31)	-	1,311,931.91
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	-	279,237.35	-	-	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	-	-	-	125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	-	10,891.60	1,167.47	-	-	1,234,667.26
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	-	284,349.88	352.07	-	-	605,791.72
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	-	469,875.64	562.77	-	-	1,069,323.84

**FM Diversion Authority
Lands Expense - Life To Date
As of June 30, 2016**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Farmland Purchases									
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	(46,683.63)	-	913,156.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	(88,361.76)	-	1,547,868.24
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	(189,269.99)	-	3,269,710.71
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	(53,008.60)	-	938,119.59
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	(43,571.18)	-	899,988.87
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	-	(12,594.20)	-	308,791.80
SW 1/4-11-140-50 - Hogle	7/21/2014	989,706.03	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hogle	10/23/2014	948,782.22	-	5,327.10	-	-	(48,808.67)	-	905,300.65
SW 1/4 2-140-50 - Rust	10/29/2014	955,901.00	-	-	-	-	(24,573.95)	-	931,327.05
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	(6,510.69)	-	426,898.31
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	(12,452.23)	-	1,183,762.77
Land Purchases									
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	223,505.56	-	-	-	(730,148.14)	(22,626.58)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	-	-	-	39,900.00
BNSF Railway Company		-	27,000.00	-	-	-	-	-	27,000.00
Total		46,571,888.32	6,477,079.25	424,161.52	16,985,820.23	320,242.24	(630,622.90)	(1,117,856.01)	69,030,712.65

**FM Diversion Authority
State Water Commission Funds Reimbursement Worksheet
Fargo Flood Control Project Costs - HB1020 & SB2020**

Time Period for This Request: June 1 - June 30, 2016

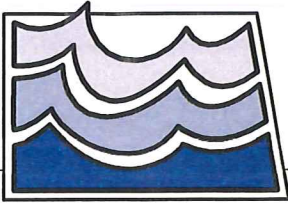
Drawdown Request No: 30	
Requested Amount:	\$ 2,504,195
Total Funds Expended This Period:	\$ 4,604,795
Total Funds Requested at 100% Match	403,596
Remaining Funds Requested at 50% Match	4,201,199
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	2,100,599
Total Funds Requested:	\$ 2,504,195

STATE AID SUMMARY:

Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000	
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000	
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000	
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000	
Total State Funds	206,000,000	244,000,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209)
Less: Payment #1 - Cass County		(136,039)
Less: Payment #1 through #20 - FM Diversion Authority		(28,862,208)
Less: Payment #21 - FM Diversion Authority		(2,580,786)
Less: Payment #22 - FM Diversion Authority		(3,998,879)
Less: Payment #23 - FM Diversion Authority		(1,985,040)
Less: Payment #24 - FM Diversion Authority		(2,752,283)
Less: Payment #25 - FM Diversion Authority - Revised		(4,983,200)
Less: Payment #26 - FM Diversion Authority		(1,021,657)
Less: Payment #27 - FM Diversion Authority		(4,940,909)
Less: Payment #28 - FM Diversion Authority		(2,209,200)
Less: Costs Moved from Fargo Flood Control (Diversion) to Interior Flood Control		20,301,855
Less: Payment #29 - FM Diversion Authority		(2,900,000)
Less: Payment #30 - FM Diversion Authority		(2,504,195)
Total Funds Reimbursed		(94,082,751)
Total State Fund Balances Remaining	\$	149,917,249

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs - HB1020 & SB2020

LOCAL MATCHING FUNDS SUMMARY:	
Matching Funds Expended To Date - City of Fargo	\$ 47,629,069
Matching Funds Expended To Date - Cass County	291,500
Matching Funds Expended To Date - FM Diversion Authority	11,456,306
Total Matching Funds Expended To Date	59,376,875
Less: Match Used on Payment #1 through #35 - City of Fargo	(41,506,620)
Less: Match used on Payment #1 - Cass County	(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority	(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority	(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority	(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority	(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority	(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority	(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority	(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority	(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority	(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority	(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority	(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority	(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority	(445,642)
Less: Match Used on Payment #28 - FM Diversion Authority	(1,116,010)
Less: Match Used on Payment #30 - FM Diversion Authority	(403,596)
Balance of Local Matching Funds Available	\$ 6,277,910



North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
(701) 328-2750 • TTY 1-800-366-6888 or 711 • FAX (701) 328-3696 • <http://swc.nd.gov>

RECEIVED
CASS COUNTY COMMISSION

JUL 14 2016

July 8, 2016

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

RE: Fargo Flood Control Project 2015-2017

Dear Mr. Vanyo:

The enclosed Agreement for Cost-Share Reimbursement Fargo Flood Control Project 2015-2017 is to provide a grant of \$69,000,000 on actual eligible costs. Please sign, date, and make a copy of the agreement for your records before returning the original agreement to this office. The signed agreement is necessary to proceed with reimbursements to the Authority based on claim vouchers documenting the actual eligible costs. Prior to issuing reimbursements, provide a copy of the certificate of insurance and all endorsements to State Water Commission.

If you have any questions, please call me at 328-4952.

Sincerely,

Jeffrey Mattern, P.E.
Engineer Manager

JM:1928

**Agreement for Cost-Share Reimbursement
Fargo Flood Control Project 2015-2017**

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and Metro Flood Diversion Authority (Sponsor).

2. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed \$69,000,000, as authorized in section 8 of S.B. 2020, 2015 N.D. Leg., to reimburse actual eligible costs incurred in Sponsor's 2015-2017 Fargo Flood Control Project (Project), contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is merely to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

3. SPONSOR'S RESPONSIBILITIES. Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. State is not responsible for maintaining a Project file.
- g. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.

4. PROJECT DESCRIPTION AND LOCATION. This agreement includes cost share for costs directly associated with completion of Project, with the purpose to reduce the flood risk of communities and counties along the Red River.

5. ELIGIBLE COSTS. Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. The Sponsor may use the funds for land purchases and construction costs directly associated with completion of Project, including right-of-way acquisition costs, but funds may not be used for the purchase of dwellings. No more than ten percent of these funds may be used for engineering, legal, planning, or other similar purposes. Funds may not be used for general operations or administration costs. Costs incurred by non-state entities for dwellings or other real property which are not paid by state funds are eligible for application by non-state entity for cost-sharing with the Commission.

6. PAYMENT. Sponsor must submit to Commission periodic written requests for payment that must include an itemization of actual costs and approval, signed by an appropriate official from the city of Fargo, Cass County, and Cass County Joint Water Resource District. When funds are available, Commission will pay Sponsor 50 percent of the total eligible itemized costs in the requests for payment. Cost share on the acquisition of land will be provided at the time it is utilized for project construction or part of a final mitigation settlement. Cost share will be provided on the relocation costs of businesses or residents impacted by Project when final settlement agreement has been reached on relocation costs. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include documents or record drawings of features constructed.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless the State, from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's negligence or intentional misconduct. The legal defense provided by subcontractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Subcontractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. State and Sponsor each must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$500,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.

- d. If subcontractor is domiciled outside the State of North Dakota, employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by the State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. The duty to defend, indemnify, and hold harmless the State under this agreement is not limited by the insurance required in this agreement.
- h. The State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. The State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
 - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State must be in excess of the subcontractor's insurance and must not contribute with it;
 - (3) Cross liability/severability of interest for all policies and endorsements;
 - (4) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
 - (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.
- j. The subcontractor must furnish a certificate of insurance to the Commission before commencement of this agreement. All endorsements must be provided as soon as practicable.
- k. Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

- l. The subcontractor must provide at least 30 days' notice of any cancellation or material change to the policies or endorsements.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOILIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to

Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

NORTH DAKOTA STATE WATER COMMISSION

By:



GARLAND ERBELE, P.E.
Chief Engineer and Secretary

Date: 7.8.2014

METRO FLOOD DIVERSION AUTHORITY

By:

DARRELL VANYO
Chair

Date: _____