

**AMENDED AGENDA**

**METRO FLOOD DIVERSION AUTHORITY**

**Thursday, January 26, 2017**

**3:30 PM**

Fargo City Commission Room

Fargo City Hall

200 3<sup>rd</sup> 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
5. Administrative/Legal Information/action
  - a. Admissibility Agreement – MDNR Working Group Item 5a.
  - b. Executive Director Position Description Item 5b.
  - c. Fredrikson & Bryon conflict waiver agreement Item 5c.
6. Finance Information/action
  - a. Committee report Item 6a.
  - b. Voucher approval Item 6b.
  - c. Recommended contracting actions Item 6c.
7. Other Business
8. Executive Session (if needed)

Meet in executive session pursuant to N.D.C.C. §44-04-19 through §44-04-19.2 for the purpose of attorney client consultation and update regarding matters arising out of or related to the on-going litigation matter of the Richland/Wilkin County Joint Powers Authority v. Army Corps of Engineers and the City of Oxbow as intervenors and to receive legal advice regarding the Minnesota DNR's decision to deny the Dam Safety and Public Waters Work Permit Application submitted by the Metro Flood Diversion Authority

9. Next Meeting – February 9, 2017

10. Adjournment

cc: Local Media

**METRO FLOOD DIVERSION AUTHORITY  
JANUARY 12, 2017—3:30 PM**

**1. MEETING TO ORDER**

A meeting of the Metro Flood Diversion Authority was held Thursday, January 12, 2017, at 3:30 PM in the Fargo City Commission Room with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Fargo City Commissioner Dave Piepkorn; Cass County Commission representative Darrell Vanyo via conference call; Cass County Commissioner Mary Scherling; Cass County Commissioner Arland Rasmussen; Moorhead City Mayor Del Rae Williams; Moorhead City Council Member Chuck Hendrickson; Moorhead City Council Member Joel Paulsen; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; Cass County Joint Water Resource District Manager Roger Olson; and West Fargo City Commissioner Mike Thorstad.

**2. NOMINATION OF VICE CHAIR**

*MOTION, passed*

**Mr. Grindberg moved and Mr. Campbell seconded to nominate Del Rae Williams, Moorhead City Mayor, as Vice Chair of the Metro Flood Diversion Authority. Motion carried.**

**3. DESIGNATION OF SECRETARY**

*MOTION, passed*

**Mrs. Scherling moved and Mr. Olson seconded to designate Heather Worden as the Secretary of the Metro Flood Diversion Authority. Motion carried.**

**4. MINUTES APPROVED**

*MOTION, passed*

**Mr. Weyland moved and Mr. Campbell seconded to approve the minutes from the December 15, 2016, meeting as presented. Motion carried.**

**5. AGENDA ORDER**

*MOTION, passed*

**Mr. Grindberg moved and Mr. Weyland seconded to approve the order of the agenda. Motion carried.**

**6. MANAGEMENT UPDATE**

*Program management consultant (PMC) report*

Randy Richardson from CH2M provided an update on activities over the last month including the release of the Public Private Partnership (P3) Request for Proposals (RFP) to the four short-listed proposers; approval of the FY 2017 annual budget; Phase 1 land acquisition and opportunistic land acquisitions; contract award for the Oxbow home demolition package; continued outreach and coordination with the MN DNR, North Dakota legislature and North Dakota Governor Doug Burgum.

Priority areas for the next month are one-on-one meetings with the P3 proposers; continued work to refine the P3 RFP documents; continued Phase 1 land acquisitions and opportunistic land acquisitions; and participation in the Red River Basin Commission conference.

Ty Smith from CH2M provided an update on in-town levee work and the Oxbow home demolition and relocation project.

**7. CORPS OF ENGINEERS UPDATE**

Terry Williams, Project Manager from the Corps of Engineers, was present. She provided an update of activities by Corps of Engineers staff which includes issuance of a notice to proceed on the inlet control structure; preparation of preliminary engineering reports for the Wild Rice control structure and southern embankment design; assistance with further development of the P3 RFP; preparation to conduct rights-of-entry and surveys beginning in the spring of 2017; and letter sent to MN DNR Commissioner Tom Landwehr from Colonel Samuel Calkins to reinforce the Corps' position regarding the project.

**8. ADMINISTRATIVE/LEGAL UPDATE**Adopt Meeting Schedule for 2017

Pursuant to Section 5.11, subsection (b) of the Joint Powers Agreement, at the first meeting in January the board needs to adopt a meeting schedule for the upcoming year.

***MOTION, passed***

**Mr. Piepkorn moved and Mr. Olson seconded to adopt the meeting schedule for the Metro Flood Diversion Authority for 2017. Motion carried.**

CH2M Master Services Agreement and Task Order

Mr. Shockley discussed the Master Services Agreement (MSA) and Task Order No. 1 with CH2M, which were approved by the Finance Committee. He said the most significant difference is a change from a lump sum monthly payment to an hourly rate. The MSA is for a three-year term.

***MOTION, passed***

**Mr. Grindberg moved and Mr. Weyland seconded to approve the Master Services Agreement with CH2M. On roll call vote, the motion carried unanimously.**

Mr. Shockley said Task Order No. 1 is part of the MSA and is for program management and related services for the period of January 14, 2017, to April 1, 2018.

***MOTION, passed***

**Mr. Grindberg moved and Mr. Hendrickson seconded to approve Task Order 1 with CH2M. On roll call vote, the motion carried unanimously.**

Executive Director position description

Mr. Shockley discussed the draft job description for the Executive Director position along with a proposed notice and timeline for the job search. He asked the board to provide any comments or changes to him over the next two weeks. He said compensation for the position has not been determined.

Mr. Vanyo said there has been discussion about hiring a salary consultant similar to the process used by Fargo and Cass County to determine the salary classification. He also said the timeline includes publication of the job notice for up to four months, but this is flexible dependent on the applications that are received.

The consensus of the board was to set a goal to hire the position by this summer. Mr. Shockley will plan to bring this item back to the board for approval at the next meeting.

**9. PUBLIC OUTREACH UPDATE**Committee report

The Public Outreach Committee met on January 11<sup>th</sup>. Rocky Schneider from AE2S provided a handout which includes information on the e-newsletter activity and website traffic. He said the newsletter has 1,238 subscribers. Staff also uploaded videos to YouTube which have generated public interest.

**10. LAND MANAGEMENT**

The Land Management Committee met on January 11<sup>th</sup>. Mrs. Scherling said the committee discussed the 2017 meeting date schedule, the purposes and goals of the committee, and environmental review and access to properties for survey work. She said the actual land acquisitions are handled by the Cass County Joint Water Resource District (CCJWRD).

**11. FINANCE UPDATE**

Committee report

The Finance Committee met on January 11<sup>th</sup>.

Recommended Contracting Actions

Utility Relocation

Robert Cowen from CH2M discussed the following utility relocation, which was reviewed and approved by the Finance Committee:

- City of Fargo (Utility Relocation)—final payment to relocate fiber communication cable from underneath the 2<sup>nd</sup> Street North flood wall in the amount of \$37,526.38.

***MOTION, passed***

**Mr. Grindberg moved and Mr. Weyland seconded to approve the appropriation of funds for the outlined Utility Relocation. On roll call vote, the motion carried unanimously.**

Voucher approval

The bills for the month are with Springsted, Inc. for financial feasibility analysis services; Ohnstad Twichell, P.C. for P3 bond counsel work and 4<sup>th</sup> Street pump station litigation; and Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion, in-town levees, Diversion Project Assessment District, OHB levee, and Oxbow Country Club golf course construction.

Mr. Grindberg said the Finance Committee pulled a \$16,500 line item from the CCJWRD invoice for City of Oxbow auditor services until some questions are answered regarding the cost.

***MOTION, passed***

**Mr. Grindberg moved and Mr. Hendrickson seconded to approve the vouchers received through January 4, 2017, in the amount of \$3,092,473.92, which does not include the Oxbow auditor services line item. On roll call vote, the motion carried unanimously.**

**12. OTHER BUSINESS**

Mr. Mahoney said a meeting was held earlier this week with the North Dakota State Appropriations Committee regarding project funding. He said the payout of \$66.5 million in funds will be done over a four biennium period.

Ms. Williams said names for the MN DNR working group have been submitted.

**13. NEXT MEETING DATE**

The next meeting will be held on Thursday, January 26, 2017.

**14. ADJOURNMENT**

***MOTION, passed***

**On motion by Mr. Vanyo, seconded by Mrs. Scherling, and all voting in favor, the meeting was adjourned at 4:20 PM.**

**AGREEMENT BETWEEN THE MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES, THE FARGO-MOORHEAD FLOOD  
DIVERSION BOARD OF AUTHORITY, THE CITY OF MOORHEAD, AND THE CITY  
OF FARGO**

WHEREAS, on October, 3, 2016, the Minnesota Department of Natural Resources (DNR) issued Findings of Fact, Conclusions and Order denying Dam Safety and Public Waters Work Permit Application 2016-0386 for the Fargo-Moorhead Flood Risk Management Project (Order);

WHEREAS, on October 28, 2016, the Fargo-Moorhead Flood Diversion Board of Authority (Diversion Authority) submitted a written demand for a contested case hearing on Permit Application 2016-0386 under Minn. Stat. § 103G.311, subd. 5;

WHEREAS, on January 13, 2017 the DNR was granted intervention in the matter *Richland/Wilkin Joint Powers Authority v. U.S. Army Corps of Engineers et al* (Civ. No. 13-2262) currently pending in the Minnesota Federal District Court challenging ongoing activities related to the construction of the Fargo-Moorhead Flood Risk Management Project (the Project);

WHEREAS, City of Moorhead, Minnesota (Moorhead), and the City of Fargo, North Dakota (Fargo), are members of the Diversion Authority and are interested in the Fargo-Moorhead Flood Risk Management Project and in the resolution of the contested case hearing;

WHEREAS, Minnesota Rule of Evidence 408 as adopted by the Minnesota Supreme Court recognizes that it is in the public interest to encourage consensual resolution of disputes and thus provides protection to offers and demands made during settlement discussions as well as to conduct or statements made during the course of settlement negotiations;

WHEREAS, Federal Rule of Evidence 408 recognizes that it is in the public interest to encourage consensual resolution of disputes and thus provides protection to offers and demands made during settlement discussions as well as to conduct or statements made during the course of settlement negotiations;

WHEREAS, the parties to this agreement wish to avoid unnecessary litigation and promote frank and productive settlement discussions;

WHEREAS, meaningful settlement discussions require the disclosure of documents and other information by and among the parties;

WHEREAS, the parties wish to provide appropriate protection for information disclosed to each other during settlement discussions;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. This agreement applies to “settlement information,” which means any statement, conduct, document, or other information made or disclosed during communications between or among representatives of the DNR, the Diversion Authority, Moorhead, and Fargo (Parties) or any subsequent signatories to this agreement in order to develop and evaluate potential revisions

to Permit Application 2016-0386 and the Project that might resolve the reasons for DNR's permit denial and the federal litigation;;

2. The Parties agree that they shall not inquire in any fashion about settlement information during the discovery phase of any legal or administrative proceedings. The Parties agree that they shall not disclose settlement information or use any settlement information at any point during the course of any federal or Minnesota state legal or administrative proceedings.

3. Notwithstanding the requirements of Paragraph 2, the Parties understand, however, that each may obtain independent access through discovery or other proceedings to the same facts or information that may also be disclosed during the discussions referenced in Paragraph 1 above, and that the mere fact that the facts or information are also disclosed during the discussions will not limit either party's ability to use or refer to such facts or information independently obtained. This provision does not, however, permit a party to use settlement information that is made accessible solely because it was disclosed by a party to a third party including the media, in the course of any federal or Minnesota state legal or administrative proceeding.

4. Any Party may terminate its participation in this agreement with five businessdays prior written notice to all other Parties. However, the provisions of this agreement shall continue to apply to all settlement information exchanged during the pendency of this agreement.

5. Unless this agreement has been otherwise terminated pursuant to paragraph 5 of this agreement, this agreement shall automatically expire on by written mutual agreement of the parties.

6. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this agreement and to legally bind such Party to all terms and conditions of this document.

7. This agreement may be amended to add additional parties by written consent of all Parties through execution of a signature page identifying that additional Party.

**SIGNATURE**

The Department of Natural Resources consents to the terms and conditions of this agreement by its duly authorized representative on this \_\_\_\_\_ day of January 2017.

By: \_\_\_\_\_  
Barb Naramore, Assistant Commissioner  
Minnesota Department of Natural Resources

**SIGNATURE**

The Fargo-Moorhead Flood Diversion Board of Authority consents to the terms and conditions of this agreement by its duly authorized representative of this \_\_\_\_ day of January 2017.

By: \_\_\_\_\_

Fargo-Moorhead Flood Diversion Board of Authority

**SIGNATURE**

The City of Moorhead, Minnesota consents to the terms and conditions of this agreement by its duly authorized representative on this \_\_\_\_ day of January 2017.

By: \_\_\_\_\_

City of Moorhead, Minnesota

**SIGNATURE**

The City of Fargo, North Dakota consents to the terms and conditions of this agreement by its duly authorized representative on this \_\_\_\_ day of January 2017.

By: \_\_\_\_\_

City of Fargo, North Dakota



## JOB DESCRIPTION

**JOB TITLE:** Executive Director

**APPROVED BY:** Diversion Authority Board on January \_\_, 2017

### GENERAL DESCRIPTION

The Executive Director is the chief executive officer of the Metro Flood Diversion Authority (MFDA), reporting directly and responsible to the Diversion Authority (DA) Board for the efficient and effective day-to-day administration and leadership of the FM Metro Area Flood Control Diversion Project (Project).

The MFDA is a political subdivision of the State of North Dakota, and it is a joint-powers entity.<sup>1</sup> The MFDA consists of the following Member Entities: the City of Fargo (ND), the City of Moorhead (MN), Cass County (ND), Clay County (MN), and Cass County Joint Water Resource District (ND). The DA Board is the governing body of the MFDA; its members are appointed from the Member Entities' governing bodies, and the DA Board also includes one (1) member from the West Fargo City Commission.

### JOB DUTIES

The Executive Director performs and is responsible for a wide range of duties and tasks as described in the MFDA Joint Powers Agreement. Those and others include, but are not limited to, the following:

1. Responsible for the overall management of all affairs and functions under the jurisdiction of the Diversion Authority Board.
2. Ensure compliance and enforcement of the MFDA Joint Powers Agreement and resolutions of the DA Board.
3. Hire qualified staff to assist the Executive Director in the performance of duties as approved by the DA Board.
4. Responsible for the supervision of all MFDA administration and related functions as directed by the DA Board, including:
  - a. Personnel systems
  - b. Budget systems
  - c. Purchasing systems
  - d. Management Information systems
  - e. Communications systems
  - f. Planning

<sup>1</sup> The MFDA was created by the Joint Powers Agreement, which sets forth the duties and responsibilities of the Executive Director. See Article XIV of the Joint Powers Agreement, available at [fmdiversion.com](http://fmdiversion.com).



5. Responsible for all MFDA purchases including procurement of services as directed by the DA Board and pursuant to purchasing regulations established by the DA Board. Administer various agreements and contracts entered into by the DA Board.
6. Attend DA Board meetings, recommend to the DA Board for adoption measures necessary for the efficient administration of the MFDA's affairs, and keep the DA Board fully informed of the Project.
7. Identify expertise and innovative solutions necessary to administer project tasks, lead a diverse team of consultants, contractors, entity staff, and implement the project.
8. In cooperation with the MFDA Finance Committee, prepare and submit to the DA Board a proposed annual budget and long-range capital expenditure program for such period as the DA Board may direct, each of which shall include detailed estimates of revenue and expenditures, and enforce the provisions of the budget when adopted by the DA Board.
9. Examine the books and papers of officers and departments of the MFDA as directed by the DA Board and report the findings to the DA Board, keep the DA Board fully advised as to the financial condition and needs of the MFDA, and make such other reports from time to time as required by the DA Board or the Executive Director deems advisable.
10. Develop and implement administrative procedures for the MFDA as directed by the DA Board.
11. Represent the MFDA in public and stakeholder meetings and events; serve as the MFDA's ambassador.
12. Responsible for organizing and directing all aspects of government relations; advocate for the project with local, state, and federal staff and elected officials; serve as the MFDA's legislative liaison with local, state, and federal officials.
13. Serve as public information officer for the MFDA.
14. Perform such other management and administrative duties as directed from time to time by the DA Board.
15. Manage and direct the Program Management Consultant.

#### QUALIFICATIONS AND EXPERIENCE

1. Skills and experience in the development and implementation of public infrastructure projects (preferably over \$500M in total costs) in a management or administrative position.
2. Experience with alternative forms of project delivery, including Design, Build, Finance, Operate, and Maintain (DBFOM) and P3 delivery models.

3. Experience with public speaking, presentations, and media relations.
4. Experience with multi-jurisdictional stakeholder briefings and involvement.
5. Demonstrated ability to maintain focus on critical project issues and make effective decisions to move the project forward.
6. Experience implementing projects under the policy direction of a Board of Directors or elected officials using a mixed team of consultants and entity staff.
7. Experience with governance development.
8. 15+ years of experience required at equal or prerequisite level for the responsibilities and duties of the position.
9. Experience in giving public presentations to local, state, and federal elected and appointed officials.
10. Experience in advising large public boards, commissions, or city councils.
11. Minimum BS/BA or equivalent degree required.
12. PMP Certificate/PE preferred, but not required.

#### GENERAL SKILLS AND ABILITIES

1. Ability to communicate effectively.
2. Effective interpersonal skills.
3. Data analysis, project design, and project management skills.
4. Labor negotiation and contract administration skills.
5. Ability to provide leadership and motivate others.
6. Ability to prepare and present reports and informational material effectively.

#### SKILLS AND PERSONAL ATTRIBUTES – SPECIFIC TO MFDA

1. Knowledge of local JPA member agencies, staff, and business practices.
2. Understanding of the Project; its history, status, and long-term importance to the community.
3. Ability to collaborate, build credibility, and establish trust with the Project team, entity staff, the DA Board, and the USACE; foster an effective and collaborative team.

4. Ability to operate as the leader of a team of consultants, entity staff, and local stakeholders.
5. Capable of launching the JPA, and building processes and procedures to implement the Project consistent with the MFDA JPA.
6. Capable and experienced in crisis management, with the ability to proactively manage critical situations.
7. Willingness and ability to commit full-time to the Project for a minimum of 3 to 5 years.
8. Knowledge of USACE policies and procedures within the context of a locally-led and implemented P3.
9. Ability to delegate and leverage team members for effective and efficient Project delivery.
10. Excellent oral, written, and presentation communication skills.
11. Ability to effectively communicate at all levels: senior elected local, state, and federal officials, staff, public, and members of groups affected by the project.

#### PHYSICAL REQUIREMENTS

- Sedentary to light work.

#### WORKING RELATIONSHIPS

- Ongoing working relationships with the Member Entities of the MFDA, the Diversion Authority Board and Committee Members, Member Entities' staff, MFDA consultants, USACE, and local, state, and federal officials.

#### POSITION REPORTS TO

- Diversion Authority Board

#### BUDGET

- Total MFDA Annual Budget for 2017: \_\_\_\_\_.

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**CONFIDENTIALITY AND WAIVER  
OF CONFLICT AGREEMENT**

**BY AND BETWEEN**

**THE METRO FLOOD DIVERSION AUTHORITY  
as Authority**

**AND**

**FREDRIKSON & BYRON, P.A.  
as Fredrikson & Byron**

**Dated as of January 26, 2017**

**Relating to:**

**Roles and responsibilities of the parties in conjunction with representation and organizational arrangements for P3 procurement and government lobbying services relating to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.**

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

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## **CONFIDENTIALITY AND WAIVER OF CONFLICT AGREEMENT**

**THIS CONFIDENTIALITY AND WAIVER OF CONFLICT AGREEMENT** (hereinafter the “Agreement”) is made and entered into this 26<sup>th</sup> day of January, 2017, by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota (hereinafter the “Authority”), and FREDRIKSON & BYRON, P.A., a professional corporation organized and existing under the laws of the State of Minnesota, with its principal office and place of business in the City of Minneapolis, Minnesota (hereinafter “Fredrikson & Byron”).

**WHEREAS**, the City of Fargo, North Dakota; Cass County, North Dakota; the Cass County Joint Water Resource District, North Dakota; the City of Moorhead, Minnesota; and Clay County, Minnesota entered into a Joint Powers Agreement for the creation and ongoing operation of the 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**, 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 Authority, the City of Fargo, and the City of Moorhead, have entered into a Project Partnership Agreement (“PPA”), dated July 11, 2016, with the 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 the USACE; and

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

**WHEREAS**, pursuant to the PPA, part of the 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 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**, the Authority issued the Draft Request for Proposals on December 16, 2016, and is in the Request for Proposals phase that will seek proposals from the four (4) interested Developers for the DCAI; and

**WHEREAS**, Fredrikson & Byron currently serves as counsel for the Authority for Minnesota government relations services, such as lobbying, monitoring Minnesota legislative activities, and developing and maintaining working relationships with Minnesota legislators and policy makers; and

**WHEREAS**, Fredrikson & Byron has expressed interest in representing a Developer throughout the Developer Procurement; and

**WHEREAS**, due to the potential for competing interests as a result of Fredrikson & Byron representing a Developer, as well as serving as counsel for the Authority for lobbying activities, the Authority and Fredrikson & Byron desire to establish an ethical wall and framework that will protect the confidences of the Authority and authorize Fredrikson & Byron to serve in the dual capacity.

**NOW, THEREFORE**, in consideration of the faithful performance of each Party of the mutual covenants and agreements herein set forth, it is mutually agreed as follows:

**ARTICLE I.  
DEFINITIONS AND INTERPRETATION**

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

**“Acknowledgment”** means an acknowledgment attached to this Agreement as Exhibit C or Exhibit D, as applicable.

**“Applicable Ethical Rules”** means ethical rules existing in the applicable jurisdictions in which Team Members of each respective Team provide legal services to the Authority or the Developer.

**“Authority”** means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota, and its respective legal representatives, successors, and permitted assigns.

**“Authorized Representative”** has the meaning set forth in Section 9.05.

**“Confidential Information”** means all non-public information that is designated as “Confidential Information” and provided by the Authority or its Authorized Representative to attorneys, paralegals, legal assistants, or any other staff personnel of Fredrikson & Byron in connection with the Minnesota Government Relations.

**“Developer”** means Red River Valley Alliance (Acciona/InfraRed) located at 9825 103 Street, Edmonton, Alberta T5K 2M3, Canada, an entity interested in partaking, and who may partake and be selected, in the Developer Procurement.

**“Developer Team”** means those attorneys, paralegals, legal assistants, and all other staff personnel of Fredrikson & Byron, as identified in Exhibit B, who have participated or will participate in the Developer Procurement.



**“Developer Team Leader”** means the Team Leader of the Developer Team.

**“Developer Team Member”** means all member(s) of the Developer Team including the Developer Team Leader.

**“Developer Procurement”** means the procurement process, and thereafter, engaged in by the Authority to select a developer to design, build, finance, operate, and maintain the DCAI.

**“Diversion Channel and Associated Infrastructure”** or **“DCAI”** means the 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, that will be constructed as part of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

**“Executive Meeting”** means a meeting of the executive committee or board, as the case may be, within Fredrikson & Byron which has the authority to make decisions and ensure that those decisions are carried out.

**“Fredrikson & Byron”** means Fredrikson & Byron, P.A., a professional corporation organized and existing under the laws of the State of Minnesota, with its principal office and place of business in the City of Minneapolis, Minnesota.

**“Government Relations Team”** means those attorneys, paralegals, legal assistants, and all other staff personnel of Fredrikson & Byron, as identified in Exhibit A, who have viewed, reviewed, or examined Confidential Information, or participated in Minnesota Government Relations, or who will view, review, examine Confidential Information, or participate in the Minnesota Government Relations.

**“Government Relations Leader”** means the Team Leader of the Government Relations Team.

**“Government Relations Team Member”** means all member(s) of the Government Relations Team including the Government Relations Team Leader.

**“Minnesota Government Relations”** means the services provided by Fredrikson & Byron to the Authority as outlined in the Engagement Letter for Minnesota Government Relations Services between Fredrikson & Byron and the Authority effective July 1, 2016, and any extensions of the services thereof; these services include, but are not limited to, developing a government relations work plan, monitoring Minnesota legislative activities, developing and maintaining positive working relationships with the Minnesota legislators, serving as an initial contact for the Authority with Minnesota policy makers, and organizing meetings with the Minnesota DNR and Executive Branch.

**“Party”** means the Authority or Fredrikson & Byron, as the context may require, and wherever a reference in this Agreement is made to any Parties hereto, **“Parties”** means the Authority and Fredrikson & Byron, collectively.

**“Team Leader”** means the leader of either the Government Relations Team or the Developer Team, as applicable, as denoted on either Exhibit A or Exhibit B, respectively.

**“Team”** means either the Government Relations Team or the Developer Team, and wherever a reference in this Agreement is made to Teams hereto, **“Teams”** means the Government Relations Team and the Developer Team, collectively.

**“Team Members”** means the Government Relations Team Members and/or the Developer Team Members, as appropriate.

**“Third Party”** means any individual, partnership, organization, corporation, or other entity that is neither included on the Government Relations Team, as outlined in Exhibit A, nor included on Exhibit E prepared by the Authority outlining those currently authorized to receive Confidential Information.

**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 as set forth herein), (b) any reference herein to any person shall be construed to include such 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 Agreement in its entirety and not to any particular provision hereof, (d) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and sections to, this Agreement, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

## **ARTICLE II. REPRESENTATION**

**Section 2.01** CONSENT AND WAIVER. The Authority hereby consents to Fredrikson & Byron serving as counsel for the Authority for the Minnesota Government Relations and serving as counsel for a Developer for Developer Procurement under the provisions of this Agreement. The Authority hereby waives any potential conflict that may arise from Fredrikson & Byron’s representation of a Developer in connection with the Developer Procurement. The Authority and Fredrikson & Byron each recognizes that confidentiality is of the utmost importance for Fredrikson & Byron to serve as counsel for both the Minnesota Government Relations and Developer Procurement.

**Section 2.02** GOVERNMENT RELATIONS TEAM. Fredrikson & Byron agrees to and has identified all individuals who are part of the Government Relations Team and hereby acknowledges and agrees that Exhibit A includes any and all individuals who meet the definition of a Government

Relations Team Member. Fredrikson & Byron agrees that the Government Relations Team will abide by the provisions of this Agreement and shall at no time share Confidential Information, in any form, with anyone at Fredrikson & Byron outside of the Government Relations Team, specifically including the Developer Team, except as outlined for Executive Meetings in Section 5.06. The Government Relations Team further agrees that it will not share Confidential Information, in any form, with anyone outside of Fredrikson & Byron except for those individuals included by the Authority on Exhibit E or those individuals otherwise authorized by the Authority's Authorized Representative pursuant to Sections 3.08 and 4.05.

**Section 2.03 DEVELOPER TEAM.** Fredrikson & Byron agrees to and has identified all individuals who are part of the Developer Team and hereby acknowledges and agrees that Exhibit B includes any and all individuals who meet the definition of a member of the Developer Team.

**Section 2.04 TEAM LEADERS.** Both Teams will select a Team Leader, who will be designated as such on Exhibit A and Exhibit B, respectively. The Government Relations Team Leader will be responsible for following and enforcing the provisions of this Agreement.

**Section 2.05 ACKNOWLEDGMENTS.** All Government Relations Team Members and all Developer Team Members shall execute an Acknowledgment, attached to this Agreement as Exhibits C and D, acknowledging and consenting to the limitations set forth in this agreement. All Team Members shall return the executed, original copies of Acknowledgments to their respective Team Leaders. Team Leaders shall make copies of the originals and provide the copies to the Authority's Authorized Representative. Work by Fredrikson & Byron on Developer Procurement will not begin until copies of all Acknowledgments, from both the Government Relations Team and the Developer Team, have been provided to the Authority's Authorized Representative.

**Section 2.06 MEMORANDUM.** Fredrikson & Byron shall notify Fredrikson & Byron personnel that ethical walls exist around the Government Relations Team for the Minnesota Government Relations and around the Developer Team for the Developer Procurement.

### **ARTICLE III. PHYSICAL DOCUMENTS**

**Section 3.01 SHARING.** Except as otherwise provided in this Agreement, at no point will Government Relations Team Members share any physical documents containing Confidential Information. All physical documents containing any Confidential Information must be stored in a single, centralized file folder.

**Section 3.02 MARKING.** Any and all folders or file folders which comprise the centralized file folder for the Minnesota Government Relations will be physically marked, "WARNING – ETHICAL WALL APPLIED. This ethical wall bars communication of facts or information relating to this file to certain individuals. If you are barred from this client and/or matter, **do not view this file.** Breaching this ethical wall can have serious consequences."

**Section 3.03 STORAGE.** The centralized file folder holding physical documents containing Confidential Information must be maintained separate and apart from other files in Fredrikson & Byron's office and will be kept in a separate office location than that of any Developer Team Member.

**Section 3.04** MEETING CONCLUSION. At the conclusion of meetings or conferences in which physical documents containing Confidential Information are present, those physical documents must be immediately removed from the gathering location for the meeting or conference following the conclusion of the meeting or conference and returned to the centralized file folder and storage. Government Relations Team Members must take great care to ensure that physical documents containing Confidential Information are not left in gathering locations following the conclusion of meetings or conferences.

**Section 3.05** COPYING OF PRINTING. Physical documents containing Confidential Information shall be collected immediately from printers, photocopiers, fax machines, and the like. The Government Relations Team, for Confidential Information, will utilize printers, photocopiers, fax machines, and the like which are not accessible by other Fredrikson & Byron personnel, including but not limited to, attorneys, paralegals, legal secretaries, and all other administrative staff personnel.

**Section 3.06** DISPOSAL. The disposal of any physical document containing Confidential Information shall entail placing the document in a secured designated confidential bin for shredding.

**Section 3.07** RELEASE. The Government Relations Team shall not release any physical document containing Confidential Information to any Third Party without the express consent or direction of the Authority's Authorized Representative. If there is any question whether someone qualifies as a Third Party, the Government Relations Team will err on the side of non-disclosure and seek direction from the Authority.

#### **ARTICLE IV. ELECTRONIC COPIES AND NETWORK**

**Section 4.01** SHARING. Except as otherwise provided in this Agreement, at no point will Government Relations Team Members share any electronic documents containing Confidential Information. All electronic documents containing any Confidential Information must be stored in a single, centralized electronic file on Fredrikson & Byron's network or a single, centralized electronic file on an internal electronic recordkeeping system. Government Relations Team Members will not save electronic documents containing Confidential Information on computer desktops or other internal hard drives on electronic devices, including computers, tablets, and telephones.

**Section 4.02** FILE SEPARATION. The centralized file folders holding electronic documents containing Confidential Information must be maintained separate and apart from other files in Fredrikson & Byron's electronic system.

**Section 4.03** PASSWORD PROTECTED. Each centralized file folder holding electronic documents containing Confidential Information shall require a user ID and password to access the electronic documents. User IDs and passwords to access centralized file folders will only be issued to Government Relations Team Members, and each Government Relations Team Member will have his or her own user ID and password.

**Section 4.04** TRACKING. Fredrikson & Byron's network and any internal electronic recordkeeping system upon which electronic documents containing Confidential Information are stored will track the user IDs utilized to access electronic documents containing Confidential Information. If the Government Relations Team Leader determines any usage is out of the ordinary,

uncommon, or suspicious, the Government Relations Team Leader will conduct an investigation of the activity and report any unauthorized usage or sharing to the Authority's Authorized Representative as provided in Section 6.02.

**Section 4.05** RELEASE. The Government Relations Team shall not release any electronic document containing Confidential Information to any Third Party without the express consent or direction of the Authority's Authorized Representative. If there is any question whether someone qualifies as a Third Party, the Government Relations Team will err on the side of non-disclosure and seek direction from the Authority.

## **ARTICLE V. OTHER LIMITATIONS**

**Section 5.01** PHYSICAL SEPARATION. The offices and work spaces of Government Relations Team Members shall be physically segregated from the offices and work spaces of Developer Team Members. No Government Relations Team Members will ever share work space with a Developer Team Member while working on the Minnesota Government Relations.

**Section 5.02** SPEAKING. Government Relations Team Members shall only comment on or discuss the Confidential Information with other Government Relations Team Members, authorized individuals of the Authority included in Exhibit E or as determined pursuant to Sections 3.08 and 4.05, or during Executive Meetings as outlined in Section 5.06. Government Relations Team Members shall not comment on or discuss the Confidential Information in open, common areas inside or outside of the office. If comments or discussions regarding the Confidential Information occur, they will take place in a closed room. Government Relations Team Members must take great care to ensure comments on or discussions regarding the Confidential Information are not overheard by anyone outside of Government Relations Team Members, authorized individuals of the Authority included in Exhibit E or as determined pursuant to Sections 3.08 and 4.05, or during Executive Meetings as outlined in Section 5.06.

**Section 5.03** WORK EMAILS. If any and all information regarding the Confidential Information is shared by a Government Relations Team Member through email, that Government Relations Team Member shall utilize his or her official Fredrikson & Byron email account and address to send the information. If a recipient of any and all information regarding the Confidential Information is a Government Relations Team Member, the Government Relations Team Member sending the email shall utilize the recipient's official Fredrikson & Byron email address. To the greatest extent possible, the sending Government Relations Team Member shall also utilize non-personal email addresses of other recipients.

**Section 5.04** REVIEW. Government Relations Team Members shall review Confidential Information only in a closed room, never in open, common areas inside or outside of the office. Government Relations Team Members will never review or have Confidential Information visible in the presence of a Developer Team Member. Government Relations Team Members shall also ensure that Confidential Information is not inadvertently viewed by individuals not authorized to receive Confidential Information under this Agreement. Accordingly, Government Relations Team Members will do such things as protect screens, whether on a computer, tablet, telephone, or otherwise, from being viewed; close or minimize electronic documents or programs; or return physical documents or notes taken to a file so as not to be seen.

**Section 5.05** SECURING ELECTRONIC DEVICES. Government Relations Team Members will password protect and secure any and all electronic devices, including computers, tablets, and telephones, which may provide access to Confidential Information, when not in use by the Government Relations Team Member. Government Relations Team Members will further take great care to ensure that user IDs, passwords, and the like utilized to access electronic devices are not shared or stored in easily accessible locations.

**Section 5.06** EXECUTIVE MEETINGS. The Government Relations Team Leader is authorized to provide verbal updates on the Minnesota Government Relations during Executive Meetings, provided, however, that no Developer Team Members are present during that portion of the Executive Meeting. At no time is the Government Relations Team Leader authorized to distribute physical documents of any information containing Confidential Information during an Executive Meeting. The Government Relations Team Leader must ensure that others attending the Executive Meeting are aware of this Agreement and that they will not share or discuss any Confidential Information with anyone outside of the Government Relations Team Leader.

**Section 5.07** FREDRIKSON & BYRON'S REPRESENTATION. Upon the execution of this Agreement, Fredrikson & Byron's representation of the Authority is limited solely to the Minnesota Government Relations. Unless otherwise determined by the Authority in its sole discretion, the Authority will not seek counsel from Fredrikson & Byron for any issues relating to the Procurement or for issues outside of the Minnesota Government Relations. The Authority reserves the right to seek counsel from Fredrikson & Byron for other future matters relating to the Project, subject to Fredrikson & Byron's agreement to provide such additional counsel.

## **ARTICLE VI. DISSEMINATION**

**Section 6.01** DISSEMINATION. If any Government Relations Team Member shares or discusses, or is alerted that a Government Relations Team Member or anyone else shared or discussed, Confidential Information either advertently or inadvertently with someone other than those authorized by this Agreement to possess Confidential Information, that Government Relations Team Member will immediately notify the Government Relations Team Leader. The Government Relations Team Leader must immediately follow-up on the report, confirm the recipient of the Confidential Information, and isolate any shared Confidential Information. The Government Relations Team Leader shall record his or her follow-up steps and take a statement from the recipient regarding what information was shared and the identity of the individual who shared the information. If the recipient received a physical document containing Confidential Information, the Government Relations Team Leader will confiscate the document and any copies made thereof. The Government Relations Team Leader will thereafter have a conference with the individual who shared the Confidential Information and the recipient of such information to reiterate the terms of this Agreement and enforce whatever means necessary, in the Government Relations Team Leader's discretion, to prevent further dissemination of the Confidential Information.

**Section 6.02** NOTIFICATION. If Confidential Information is shared or discussed beyond the terms of this Agreement, the Government Relations Team Leader shall notify the Authority's Authorized Representative within five (5) calendar days of the dissemination and provide him or her

the record of follow-up steps taken, any action moving forward to prevent further dissemination, and the statement from the recipient of the Confidential Information.

**Section 6.03** AUTHORITY DISCRETION. Upon receipt of the Government Relations Team Leader's notification under Section 6.02, the Authority retains full discretion on how to proceed under this Agreement and with its relationship with Fredrikson & Byron. The Authority expressly reserves its right to terminate its engagement of Fredrikson & Byron for Minnesota Government Relations work.

**ARTICLE VII.  
TERM AND TERMINATION**

**Section 7.01** TERM. This Agreement will be for an indefinite term and will continue until terminated or rescinded in accordance with the terms and conditions of this Agreement.

**ARTICLE VIII.  
LIABILITY**

**Section 8.01** RELEASE OF LIABILITY AND INDEMNITY.

- (a) Fredrikson & Byron hereby waives, releases, indemnifies, defends, and holds harmless the Authority for all judgments, awards, claims, demands, and expenses (including attorney's fees) arising from Fredrikson & Byron's violation of the provisions in Articles III, IV, V, and VI of this Agreement.
- (b) Fredrikson & Byron further agrees, at its expense, in the name and on behalf of the Authority, that it will adjust and settle all claims made against the Authority, and will, at the Authority's discretion, appear and defend any suits or actions of law or in equity brought against the Authority on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Fredrikson & Byron under this Agreement for which the Authority is liability or is alleged to be liable. The Authority will give notice to Fredrikson & Byron, in writing, of the receipt or dependency of such claims and thereupon Fredrikson & Byron must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against the Authority, the Authority may forward summons and complaint or other process in connection therewith to Fredrikson & Byron, and Fredrikson & Byron, at the Authority's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless the Authority from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- (c) It is mutually understood and agreed that the indemnification provided for in this Agreement survive any termination of this Agreement.

**ARTICLE IX.  
MISCELLANEOUS**

**Section 9.01** COMPLETE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all other prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter.

**Section 9.02** COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**Section 9.03** AMENDMENTS. This Agreement may be amended only by written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Agreement.

**Section 9.04** SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid for an reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

**Section 9.05** AUTHORIZED REPRESENTATIVES. Each of the Authority and Fredrikson & Byron hereby designates the following individuals as its initial Authorized Representatives, respectively, to administer this Agreement on its respective behalf:

- (a) For the Authority: Michael J. Redlinger, Co-Deputy Executive Director
- (b) For Fredrikson & Byron: Kevin Goodno, Government Relations Team Lead

**Section 9.06** NOTICE. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (1) delivered personally, or (2) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to Fredrikson & Byron:      Attn: Kevin Goodno  
Fredrikson & Byron, P.A.  
200 S 6<sup>th</sup> St., Suite 4000  
Minneapolis, MN 55402-1425

If to Authority:                      Attn: Chair  
Metro Flood Diversion Authority  
211 9th St. S  
P.O. Box 2806  
Fargo, ND 58108-2806

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



**Section 9.07** GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of North Dakota.

**Section 9.08** VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

**Section 9.09** WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this Agreement, or arising out of, under, or in any connection with this Agreement, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this Agreement. This provision is a material inducement for all Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed.

*(Remainder of page intentionally left blank.)*

*Signature Page for the Authority*

The Governing Body of the Metro Flood Diversion Authority approved this Agreement on January 26, 2017.

**METRO FLOOD DIVERSION AUTHORITY**

By: \_\_\_\_\_  
Timothy J. Mahoney, Chairman  
Diversion Authority Board

By: \_\_\_\_\_  
Michael J. Redlinger, Co-Executive Director

ATTEST:

By: \_\_\_\_\_  
Heather Worden, Secretary  
Diversion Authority Board

*Signature Page for Fredrikson & Byron*

**FREDRIKSON & BYRON, P.A.**

By: \_\_\_\_\_  
Kevin Goodno, Shareholder/Vice President

**EXHIBIT A**  
**GOVERNMENT RELATIONS TEAM**

Team Leader (Name and Position): Kevin Goodno, Attorney

Other Team Members (Name and Position):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_

**EXHIBIT B  
DEVELOPER TEAM**

Team Leader (Name and Position): Lawrence Bender, Attorney

Other Team Members (Name and Position):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
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16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_

**EXHIBIT C**  
**GOVERNMENT RELATIONS TEAM**  
**CONFIDENTIALITY ACKNOWLEDGMENT**

I hereby acknowledge and understand that in the course of my professional actions, duties, and representations, I have been, am, or will be exposed to Confidential Information in the course of Fredrikson & Byron’s representation of the Metro Flood Diversion Authority.

I further hereby acknowledge and understand that Fredrikson & Byron may or will be representing a Developer with the anticipation of entering an agreement with the Metro Flood Diversion Authority to design, build, finance, operate, and maintain a Diversion Channel and Associated Infrastructure as a part of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

I further hereby acknowledge and understand that Fredrikson & Byron and the Metro Flood Diversion Authority have entered into a Confidentiality and Waiver of Conflict Agreement authorizing Fredrikson & Byron to serve as counsel for both the Metro Flood Diversion Authority and a Developer in the above-described capacities.

I further hereby acknowledge that I have reviewed the Confidentiality and Waiver of Conflict Agreement between Fredrikson & Byron and the Metro Flood Diversion Authority and all Exhibits and understand the establishment of an ethical wall and framework between the Teams providing counsel for the Metro Flood Diversion Authority and a Developer.

I further hereby acknowledge that I know the identities of the Developer Team Members.

I hereby agree that I will abide by the provisions of the Confidentiality and Waiver of Conflict Agreement, will share or discuss Confidential Information only in those manners authorized by the Confidentiality and Waiver of Conflict Agreement, will take great care to protect and secure Confidential Information, and will report any unauthorized sharing or dissemination of Confidential Information to the Government Relations Team Leader.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**  
**DEVELOPER TEAM CONFIDENTIALITY ACKNOWLEDGMENT**

I hereby acknowledge and understand that in the course of my professional actions, duties, and representations, I have been, am, or will be exposed to Confidential Information in the course of Fredrikson & Byron's representation of a Developer with the anticipation of entering an agreement with the Metro Flood Diversion Authority to design, build, finance, operate, and maintain a Diversion Channel and Associated Infrastructure as a part of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

I further hereby acknowledge and understand that Fredrikson & Byron has and will be representing the Metro Flood Diversion Authority.

I further hereby acknowledge and understand that Fredrikson & Byron and the Metro Flood Diversion Authority have entered into a Confidentiality and Waiver of Conflict Agreement authorizing Fredrikson & Byron to serve as counsel for both the Metro Flood Diversion Authority and a Developer in the above-described capacities.

I further hereby acknowledge that I have reviewed the Confidentiality and Waiver of Conflict Agreement between Fredrikson & Byron and the Metro Flood Diversion Authority and all Exhibits and understand the establishment of an ethical wall and framework between the Teams providing counsel for the Metro Flood Diversion Authority and a Developer.

I further hereby acknowledge that I know the identities of the Government Relations Team Members.

I hereby agree that I will abide by the provisions of the Confidentiality and Waiver of Conflict Agreement and will report any unauthorized sharing or dissemination of Confidential Information to the Government Relations Team Leader.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**  
**AUTHORITY AUTHORIZED INDIVIDUALS**

NAME AND TITLE

1. \_\_\_\_\_, Executive Director of the Metro Flood Diversion Authority
2. Timothy J. Mahoney, Chair of the Metro Flood Diversion Authority (January 1, 2017 – December 31, 2017)
3. Del Rae Williams, Current Vice Chair of the Metro Flood Diversion Authority and Incoming Chair of the Metro Flood Diversion Authority (January 1, 2018 – December 31, 2018)
4. Diversion Authority Board Members Authorized by the Metro Flood Diversion Authority
5. John T. Shockley, General Counsel for the Metro Flood Diversion Authority
6. Erik R. Johnson, Fargo City Attorney
7. Nancy J. Morris, Fargo City Attorney
8. John T. Shockley, Moorhead City Attorney
9. Sarah M. Wear, Moorhead City Attorney
10. Sean M. Fredricks, Attorney for Cass County Joint Water Resource District
11. Birch P. Burdick, Cass County State’s Attorney
12. Jenny Samarzja, Assistant Clay County Attorney





# 26 January 2017

# Finance Committee Report

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Presented By:

Program Management Consultant

# Report – January 2017

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- ▶ Overall Program Status
- ▶ FY 2016 Year End
- ▶ FY 2017 Cash Budget



# Overall Program Status

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**FM Area Diversion Project  
OVERALL PROGRAM (2015\$) SUMMARY**

<b>Schedule Budget Categories</b>	<b>Program Budget (2015\$)</b>	<b>Actuals thru 31 Dec 2016</b>	<b>Remaining Program Budget</b>
<b>PROGRAM</b>	<b>2,205,566,043</b>	<b>332,400,887</b>	<b>1,873,165,156</b>
Diversion Channel & Assoc. Infrastructure	763,768,516	3,320,123	760,448,393
Southern Embankment & Assoc. Infrastructure	371,353,664	51,929,000	319,424,664
Other Mitigation Projects	64,712,848	6,817,389	57,895,459
In-Town Flood Protection	204,863,752	71,880,517	132,983,234
Enabling Work / Other	14,113,749	-	14,113,749
Land Acquisition & Mitigation	426,589,476	134,519,636	292,069,841
Engineering & Design Fees	80,539,955	31,602,663	48,937,292
Program Management	119,725,500	32,331,559	87,393,941
Contingency	159,898,584	-	159,898,584
Debt Service			
Maintenance			

# FY 2016 Year End

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- ▶ Land Acquisition
  - ▶ Wild Rice Control Structure
  - ▶ Oxbow-Hickson-Bakke (OHB)
  - ▶ Diversion Channel
  - ▶ Upstream Staging Area
- ▶ Construction
  - ▶ OHB – Pump Station, Gatewell, Road Raise, Levee
  - ▶ CR 16/17 Bridge
- ▶ Design / Permitting
  - ▶ Work in Kind / MN DNR
- ▶ Proj Mgmt/Legal/Financing
  - ▶ Re-allocation for local share payment to USACE
- ▶ Mitigation
- ▶ Utility Relocates
  - ▶ Channel / OHB / In Town
- ▶ Retention



## 2016 Diversion Authority Cash Budget

Annual Budget	Current FY16 Budget	Paid thru 31 Dec 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
<b>PROGRAM</b>	<b>237,500,000</b>	<b>161,199,358</b>		<b>76,300,642</b>
Land Acquisition	81,211,609	46,766,050		34,445,559
Construction	69,507,794	48,668,631		20,839,163
Design/Permitting	7,910,478	4,608,023.39		3,302,455
Proj Mgmt/Legal/Financing	60,179,000	61,156,653.15		(977,653)
Mitigation	800,000	-		800,000
Utility Relocates	16,491,119	-		16,491,119
Retention	1,400,000	-		1,400,000

# FY 2017 Cash Budget

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**FM Area Diversion Project  
FY2017 CASH BUDGET**

<b>Schedule Budget Categories</b>	<b>FY2017 Cash Budget</b>	<b>Paid Thru {date}</b>	<b>Expected Additional Payments FY2017</b>	<b>Remaining FY 2017 Budget</b>
<b>PROGRAM</b>	<b>241,311,231</b>		<b>241,311,231</b>	<b>241,311,231</b>
Diversion Channel & Assoc. Infrastructure	16,575,999		16,575,999	16,575,999
Southern Embankment & Assoc. Infrastructure	100,000		100,000	100,000
Other Mitigation Projects	24,246,248		24,246,248	24,246,248
In-Town Flood Protection	46,175,722		46,175,722	46,175,722
Enabling Work / Other	9,810,803		9,810,803	9,810,803
Land Acquisition & Mitigation	107,419,540		107,419,540	107,419,540
Engineering & Design Fees	10,693,575		10,693,575	10,693,575
Program Management	17,247,196		17,247,196	17,247,196
Contingency	804,879		804,879	804,879
Debt Service	8,137,268		8,137,268	8,137,268
Maintenance	100,000		100,000	100,000



Finance Committee Bills through January 18, 2017

Vendor	Description		
Erik R. Johnson & Associates, Ltd.	Legal services rendered through December 31, 2016	\$	1,453.04
Total Bills Received through January 18, 2017		\$	1,453.04

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

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

Invoice No. 2504

RE: Metro Flood Project-General Legal Matters

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**For Legal Services Rendered Through December 31, 2016**

**INVOICE TOTAL**

Total for Current Legal Fees	\$1362.80
Total for Current Disbursements and Service Charges	\$90.24
<b>Total for Current Invoice</b>	<b>\$1453.04</b>

**Summary of Account**

*Prior Balance Due	\$
Total Amount Due	\$1453.04

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

We appreciate your business.

790-7910-429.33- 25 000102

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

# Recommended Contracting Actions Summary

## Construction Change Orders

Pending Approval of Finance Committee

<i>Construction Change Orders</i>		
<b>WP-42A.1/A.3, 4<sup>th</sup> Street Pump Station Change Order 09</b> <ul style="list-style-type: none"><li>Fuel level Sensors, Floodwall coping, and Trash Rack Modifications</li></ul>	ICS, Inc.	<b>\$12,506.80</b>
<b>Total Construction Change Orders</b>		<b>\$12,506.80</b>



**Technical Advisory Group Recommendation**

Meeting Date: 01/17/2017

**RECOMMENDATION FOR ACTION:**

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

**SUMMARY OF CONTRACTING ACTION:**

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

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

Description	Budget Estimate (\$)
ICS, Inc.	
<i>Change Order #09</i>	<b><i>\$12,506.80</i></b>
WP-42A.1/A.3, 4 <sup>th</sup> Street Pump Station and Floodwall – Fuel level Sensors, Floodwall Coping, and Trash Rack Modifications.	

**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
WP-42A.1/A.3 contract	17,361,616.35	0.00	17,361,616.35	11-Dec-14	11-Nov-16	Awarded 4 <sup>th</sup> Street Pump Station and 2 <sup>nd</sup> Street South Floodwall
Change Order 1	268,555.24	17,361,616.35	17,630,171.59	11-Dec-14	11-Nov-16	Fargo Highrise parking lot modifications and other costs
Change Order 2	176,462.97	17,630,171.59	17,806,634.56	11-Dec-14	11-Nov-16	Unknown underground structures and other costs
Change Order 3	(10,570.93)	17,806,634.56	17,796,063.63	11-Dec-14	11-Nov-16	Deduct exterior electrical work and install fence, bollards, and lights at Fargo Highrise
Change Order 4	15,174.67	17,796,063.63	17,811,238.30	11-Dec-14	11-Nov-16	Time extensions and multiple cost adjustments for Engineer- and Owner-directed items.
Change Order 5	70,363.71	17,811,238.30	17,881,601.31	11-Dec-14	11-Nov-16	Last of suspended changes, sanitary overflow connection, T&M budget for ACM removal

Change Order 6	147,079.47	17,881,601.31	18,028,681.48	11-Dec-14	11-Nov-16	Last of suspended changes, erosion blanket, still wells, unsuitable materials and additional asbestos wrapped pipe.
Change Order 7	11,147.81	18,028,681.48	18,036,371.39	11-Dec-14	13-Sept-17	Sanitary Overflow Brackets, ST-4 Flared End with Grate, Sluice Gate Actuator Covers and 2" nuts, Updated Lot Grading Plan, Milestone and Project Completion Date Resets, and Time Additions.
Change Order 8	2,386.00	18,036,371.39	18,038,757.39	11-Dec-14	13-Sept-17	Reprogramming Display and Generator Building Fuel Storage Area Drain
Change Order 9	12,506.80	18,038,757.39	18,051,264.19	11-Dec-14	13-Sept-17	Fuel Sensors, Floodwall Coping, and Trash Rack Modifications

DISCUSSION

Change Order No. 9 increases the Contract Price by a total of **\$12,506.80** as listed below:

- Fuel Level Sensors.** The generator fuel tank’s fuel level sensing system is specified to alarm at three (3) levels: low level alarm at 15% capacity, a high level alarm at 95%, and a high-high level alarm at 98% capacity. This Owner requested change will add three level sensing points: 25%, 50%, and 75% capacity, to allow better monitoring of fuel levels. Four systems were proposed by Fusion, the Contractor’s electrical Subcontractor and the Owner selected Option A as the preferred option. The 2<sup>nd</sup> Street pump station was outfitted with a similar sensing system that monitors these additional fuel tank levels. This change adds \$1,906.80 to the Contract Price. The Owner’s Representative and Engineer have reviewed this cost and found it to be reasonable.
- Floodwall Coping.** At the Owner’s request, higher pitched floodwall coping is being incorporated on the in-town floodwalls to discourage personal access to the top of the wall once complete. This change is consistent with changes made on 42F.1S and 42F.1N. This adds \$4,205.00 to the Contract Price for the Contractor to furnish and install higher pitched wall caps than were originally specified. The Owner’s Representative and Engineer have reviewed this cost and found it to be reasonable.
- Trash Rack Modifications.** The installed trash racks do not operate smoothly and jam frequently during operation. The Engineer, with assistance from the Contractor, has researched and developed a solution that includes fabricating and installing additional guide rollers on each of the trash racks. This change adds \$6,393.00 to the Contract Price to fabricate, install, and test the guide rollers. The Owner’s Representative and Engineer have reviewed this cost and found it to be reasonable.

ATTACHMENT(S):

- Draft Change Order No. 9
- Fuel Level Sensor Cost Letter from ICS dated 1/3/2017
- Floodwall Coping Cost Letter from ICS dated 1/3/2017
- Trash Rack Modifications Cost Letter from ICS dated 1/5/2017

Submitted by:



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

January 16, 2017

Date

Mark Bittner, Fargo Director of Engineering

Concur: January 17, 2017 Non-Concur: \_\_\_\_\_

April Walker, Fargo City Engineer

Concur: January 17, 2017 Non-Concur \_\_\_\_\_

David Overbo, Clay County Engineer

Concur: \_\_\_\_\_ Non-Concur: \_\_\_\_\_

Jason Benson, Cass County Engineer

Concur: January 17, 2017 Non-Concur \_\_\_\_\_

Nathan Boerboom, Diversion Authority Project  
Manager

Concur: January 17, 2017 Non-Concur: \_\_\_\_\_

Robert Zimmerman, Moorhead City Engineer

Concur: January 17, 2017 Non-Concur \_\_\_\_\_



<p>[Increase] [<del>Decrease</del>] from previously approved Change Orders No. <u>01</u> thru <u>07</u>:</p> <p style="text-align: right;"><b>677,141.04</b></p>	<p>[Increase] [<del>Decrease</del>] from previously approved Change Orders No. <u>01</u> thru <u>06</u>:</p> <p>Milestone 4.02.A.02: <u>30 days</u>  Milestone 4.02.A.02.a: <u>14 days</u>  Milestone 4.02.A.03: <u>29 days</u>  Milestone 4.02.A.04: <u>29 days</u>  Milestone 4.02.A.05: <u>30 days</u>  Milestone 4.02.A.06: <u>309 days</u>  Milestone 4.02.A.07: <u>309 days</u>  Substantial Completion 4.02 B: <u>309 days</u>  Final Completion 4.02 B: <u>306 days</u></p>
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<p>Contract Price prior to this Change Order:</p> <p style="text-align: right;"><b>18,038,757.39</b></p>	<p>Contract Times prior to this Change Order:</p> <p>Milestone 4.02.A.02: <u>December 1, 2015</u>  Milestone 4.02.A.02a: <u>November 15, 2015</u>  Milestone 4.02.A.03: <u>August 29, 2015</u>  Milestone 4.02.A.04: <u>September 18, 2015</u>  Milestone 4.02.A.05: <u>December 13, 2015</u>  Milestone 4.02.A.06: <u>December 3, 2016</u>  Milestone 4.02.A.07: <u>July 11, 2017</u>  Substantial Completion 4.02 B: <u>July 11, 2017</u>  Final Completion 4.02 B: <u>September 13, 2017</u></p>
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<p>[Increase] [<del>Decrease</del>] of this Change Order:</p> <p style="text-align: right;"><b>12,506.80</b></p>	<p>[Increase] [<del>Decrease</del>] of this Change Order:</p> <p>Milestone 4.02.A.07: <u>2 days</u>  Substantial Completion 4.02 B: <u>2 days</u></p>
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<p>Contract Price incorporating this Change Order:</p> <p style="text-align: right;"><b>18,051,264.19</b></p>	<p>Contract Times with all approved Change Orders:</p> <p>Milestone 4.02.A.02: <u>December 1, 2015</u>  Milestone 4.02.A.02a: <u>November 15, 2015</u>  Milestone 4.02.A.03: <u>August 29, 2015</u>  Milestone 4.02.A.04: <u>September 18, 2015</u>  Milestone 4.02.A.05: <u>December 13, 2015</u>  Milestone 4.02.A.06: <u>December 3, 2016</u>  Milestone 4.02.A.07: <u>July 13, 2017</u>  Substantial Completion 4.02 B: <u>July 13, 2017</u>  Final Completion 4.02 B: <u>September 13, 2017</u></p>
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<p><b>RECOMMENDED:</b></p> <p>By: _____  Owner's Representative  (Authorized Signature)</p> <p>Title: <u>Construction Manager</u></p> <p>Date: <u>01/26/2017</u></p>	<p><b>ACCEPTED:</b></p> <p>By: _____  Owner  (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____  Contractor  (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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WP-42A.1/A.3

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

Change Order 9 Unit Price Schedule  
DATE: 1/11/2016



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-06)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Mobilization	LS	1	\$ 350,000.00	\$ 350,000.00	0	\$ -	\$ -	1	\$ 350,000.00	\$ 350,000.00
0002	Remove Sanitary Sewer Manhole	EA	2	\$ 1,100.00	\$ 2,200.00	0	\$ -	\$ -	2	\$ 1,100.00	\$ 2,200.00
0003	F&I Pipe SDR 26 - 10" Dia PVC	LF	145	\$ 70.00	\$ 10,150.00	0	\$ -	\$ -	145	\$ 70.00	\$ 10,150.00
0004	Remove Sanitary Sewer Pipe All Sizes All Types	LF	140	\$ 11.00	\$ 1,540.00	0	\$ -	\$ -	140	\$ 11.00	\$ 1,540.00
0005	Rem & Repl Sanitary Sewer Casting - Floating Manhole	EA	1	\$ 800.00	\$ 800.00	0	\$ -	\$ -	1	\$ 800.00	\$ 800.00
0006	Sanitary Sewer Manhole	EA	2	\$ 4,500.00	\$ 9,000.00	0	\$ -	\$ -	2	\$ 4,500.00	\$ 9,000.00
0007	Sanitary Sewer Exterior Drop Manhole	EA	1	\$ 12,000.00	\$ 12,000.00	0	\$ -	\$ -	1	\$ 12,000.00	\$ 12,000.00
0008	F&I 5" Hydrant	EA	2	\$ 6,000.00	\$ 12,000.00	0	\$ -	\$ -	2	\$ 6,000.00	\$ 12,000.00
0009	Salvage Hydrant	EA	2	\$ 600.00	\$ 1,200.00	0	\$ -	\$ -	2	\$ 600.00	\$ 1,200.00
0010	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	479	\$ 60.00	\$ 28,740.00	0	\$ -	\$ -	479	\$ 60.00	\$ 28,740.00
0011	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	416	\$ 65.00	\$ 27,040.00	0	\$ -	\$ -	416	\$ 65.00	\$ 27,040.00
0012	Remove Water Main Pipe All Sizes All Types	LF	697	\$ 11.00	\$ 7,667.00	0	\$ -	\$ -	697	\$ 11.00	\$ 7,667.00
0013	F&I Gate Valve 6" Dia	EA	5	\$ 2,200.00	\$ 11,000.00	0	\$ -	\$ -	5	\$ 2,200.00	\$ 11,000.00
0014	F&I Gate Valve 10" Dia	EA	3	\$ 4,000.00	\$ 12,000.00	0	\$ -	\$ -	3	\$ 4,000.00	\$ 12,000.00
0015	Watermain Fittings	LBS	4,157	\$ 12.00	\$ 49,884.00	0	\$ -	\$ -	4,157	\$ 12.00	\$ 49,884.00
0016	F&I Overflow Structure	EA	1	\$ 18,000.00	\$ 18,000.00	0	\$ -	\$ -	1	\$ 18,000.00	\$ 18,000.00
0017	F&I Manhole 4' Dia Reinf Conc	EA	3	\$ 5,000.00	\$ 15,000.00	0	\$ -	\$ -	3	\$ 5,000.00	\$ 15,000.00
0018	F&I Manhole 5' Dia Reinf Conc	EA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00
0019	F&I Manhole 6' Dia Reinf Conc	EA	2	\$ 20,000.00	\$ 40,000.00	0	\$ -	\$ -	2	\$ 20,000.00	\$ 40,000.00
0020	F&I Manhole 7' Dia Reinf Conc	EA	3	\$ 22,000.00	\$ 66,000.00	0	\$ -	\$ -	3	\$ 22,000.00	\$ 66,000.00
0021	F&I Manhole Type E Reinf Conc	EA	2	\$ 70,000.00	\$ 140,000.00	0	\$ -	\$ -	2	\$ 70,000.00	\$ 140,000.00
0022	F&I Manhole Type E Reinf Conc (ST-4)	EA	1	\$ 250,000.00	\$ 250,000.00	0	\$ -	\$ -	1	\$ 250,000.00	\$ 250,000.00
0023	F&I Manhole Type E Reinf Conc (ST-3)	EA	1	\$ 225,000.00	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0024	F&I Manhole Type E Reinf Conc (ST-2)	EA	1	\$ 225,000.00	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0025	F&I Manhole Type E Reinf Conc (ST-1)	EA	1	\$ 225,000.00	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0026	Remove Storm Sewer Manhole	EA	5	\$ 600.00	\$ 3,000.00	0	\$ -	\$ -	5	\$ 600.00	\$ 3,000.00
0027	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00
0028	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0029	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00

WP-42A.1/A.3

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

Change Order 9 Unit Price Schedule

DATE: 1/11/2016



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-06)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0030	F&I Inlet - Double Box (DBI) Reinf Conc	EA	1	\$ 7,000.00	\$ 7,000.00	0	\$ -	\$ -	1	\$ 7,000.00	\$ 7,000.00
0031	F&I Inlet - Special (SPI) Reinf Conc	EA	2	\$ 2,000.00	\$ 4,000.00	0	\$ -	\$ -	2	\$ 2,000.00	\$ 4,000.00
0032	Riprap (Outlet)	CY	410	\$ 125.00	\$ 51,250.00	0	\$ -	\$ -	410	\$ 125.00	\$ 51,250.00
0033	Box Culvert End Section with Gate	EA	1	\$ 25,000.00	\$ 25,000.00	0	\$ -	\$ -	1	\$ 25,000.00	\$ 25,000.00
0034	PLUG PIPE 33" DIA.	EA	1	\$ 1,500.00	\$ 1,500.00	0	\$ -	\$ -	1	\$ 1,500.00	\$ 1,500.00
0035	PLUG PIPE 72" DIA.	EA	1	\$ 3,300.00	\$ 3,300.00	0	\$ -	\$ -	1	\$ 3,300.00	\$ 3,300.00
0036	PLUG PIPE 78" DIA.	EA	2	\$ 4,500.00	\$ 9,000.00	0	\$ -	\$ -	2	\$ 4,500.00	\$ 9,000.00
0037	F&I Pipe 18" Dia Reinf Conc	LF	291	\$ 95.00	\$ 27,645.00	0	\$ -	\$ -	291	\$ 95.00	\$ 27,645.00
0038	F&I Pipe 24" Dia Reinf Conc	LF	86	\$ 120.00	\$ 10,320.00	0	\$ -	\$ -	86	\$ 120.00	\$ 10,320.00
0039	F&I Pipe 30" Dia Reinf Conc	LF	137	\$ 220.00	\$ 30,140.00	0	\$ -	\$ -	137	\$ 220.00	\$ 30,140.00
0040	F&I Pipe 36" Dia Reinf Conc	LF	8	\$ 250.00	\$ 2,000.00	0	\$ -	\$ -	8	\$ 250.00	\$ 2,000.00
0041	F&I Pipe 48" Dia Reinf Conc	LF	79	\$ 300.00	\$ 23,700.00	0	\$ -	\$ -	79	\$ 300.00	\$ 23,700.00
0042	F&I Pipe 54" Dia Reinf Conc	LF	79	\$ 800.00	\$ 63,200.00	0	\$ -	\$ -	79	\$ 800.00	\$ 63,200.00
0043	F&I Pipe 72" Dia Reinf Conc	LF	51	\$ 900.00	\$ 45,900.00	0	\$ -	\$ -	51	\$ 900.00	\$ 45,900.00
0044	F&I Pipe 12" Dia PVC	LF	99	\$ 120.00	\$ 11,880.00	0	\$ -	\$ -	99	\$ 120.00	\$ 11,880.00
0045	Remove Storm Sewer Pipe All Sizes All Types	LF	2,788	\$ 85.00	\$ 236,980.00	0	\$ -	\$ -	2,788	\$ 85.00	\$ 236,980.00
0046	30" Flapgate	EA	-	\$ 25,000.00	\$ -	0	\$ -	\$ -	-	\$ 25,000.00	\$ -
0047	54" Flapgate	EA	1	\$ 30,000.00	\$ 30,000.00	0	\$ -	\$ -	1	\$ 30,000.00	\$ 30,000.00
0048	F&I Pipe w/GB 30" Dia Reinf Conc	LF	240	\$ 1,100.00	\$ 264,000.00	0	\$ -	\$ -	240	\$ 1,100.00	\$ 264,000.00
0049	F&I Pipe w/GB 36" Dia Reinf Conc	LF	88	\$ 1,200.00	\$ 105,600.00	0	\$ -	\$ -	88	\$ 1,200.00	\$ 105,600.00
0050	F&I Pipe w/GB 54" Dia Reinf Conc	LF	19	\$ 2,000.00	\$ 38,000.00	0	\$ -	\$ -	19	\$ 2,000.00	\$ 38,000.00
0051	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 1' to 10'	LF	495	\$ 1,500.00	\$ 742,500.00	0	\$ -	\$ -	495	\$ 1,500.00	\$ 742,500.00
0052	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 10' to 31'	LF	128	\$ 2,800.00	\$ 358,400.00	0	\$ -	\$ -	128	\$ 2,800.00	\$ 358,400.00
0053	F&I Box Culvert 8'x5' Wide Reinf Conc Precast	LF	186	\$ 1,300.00	\$ 241,800.00	0	\$ -	\$ -	186	\$ 1,300.00	\$ 241,800.00
0054	Remove Pavement All Thicknesses All Types	SY	8,226	\$ 10.00	\$ 82,260.00	0	\$ -	\$ -	8,226	\$ 10.00	\$ 82,260.00
0055	Subgrade Preparation	SY	10,496	\$ 4.50	\$ 47,232.00	0	\$ -	\$ -	10,496	\$ 4.50	\$ 47,232.00
0056	F&I Woven Geotextile	SY	10,496	\$ 2.50	\$ 26,240.00	0	\$ -	\$ -	10,496	\$ 2.50	\$ 26,240.00
0057	F&I Class 5 Agg - 6" Thick	SY	5,578	\$ 10.00	\$ 55,780.00	0	\$ -	\$ -	5,578	\$ 10.00	\$ 55,780.00
0058	F&I Class 5 Agg - 7" Thick	SY	2,212	\$ 12.00	\$ 26,544.00	0	\$ -	\$ -	2,212	\$ 12.00	\$ 26,544.00

WP-42A.1/A.3

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

Change Order 9 Unit Price Schedule  
DATE: 1/11/2016



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-06)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0059	F&I Class 5 Agg - 8" Thick	SY	733	\$ 13.00	\$ 9,529.00	0	\$ -	\$ -	733	\$ 13.00	\$ 9,529.00
0060	F&I Class 5 Agg - 12" Thick	SY	1,973	\$ 20.00	\$ 39,460.00	0	\$ -	\$ -	1,973	\$ 20.00	\$ 39,460.00
0061	F&I Crushed Conc - 6" Thick	SY	120	\$ 13.00	\$ 1,560.00	0	\$ -	\$ -	120	\$ 13.00	\$ 1,560.00
0062	F&I Curb & Gutter Standard (Type II)	LF	2,030	\$ 40.00	\$ 81,200.00	0	\$ -	\$ -	2,030	\$ 40.00	\$ 81,200.00
0063	Remove Curb & Gutter	LF	1,924	\$ 10.00	\$ 19,240.00	0	\$ -	\$ -	1,924	\$ 10.00	\$ 19,240.00
0064	F&I Pavement 6" Thick Reinf Conc	SY	3,744	\$ 66.00	\$ 247,104.00	0	\$ -	\$ -	3,744	\$ 66.00	\$ 247,104.00
0065	F&I Pavement 7" Thick Reinf Conc	SY	1,484	\$ 75.00	\$ 111,300.00	0	\$ -	\$ -	1,484	\$ 75.00	\$ 111,300.00
0066	F&I Pavement 9" Thick Doweled Conc	SY	1,519	\$ 90.00	\$ 136,710.00	0	\$ -	\$ -	1,519	\$ 90.00	\$ 136,710.00
0067	F&I Sidewalk 4" Thick Reinf Conc	SY	1,401	\$ 60.00	\$ 84,060.00	0	\$ -	\$ -	1,401	\$ 60.00	\$ 84,060.00
0068	Remove Sidewalk All Thicknesses All Types	SY	1,112	\$ 15.00	\$ 16,680.00	0	\$ -	\$ -	1,112	\$ 15.00	\$ 16,680.00
0069	Temp Construction Entrance	EA	4	\$ 1,700.00	\$ 6,800.00	0	\$ -	\$ -	4	\$ 1,700.00	\$ 6,800.00
0070	Traffic Control - Type 1	LS	1	\$ 26,000.00	\$ 26,000.00	0	\$ -	\$ -	1	\$ 26,000.00	\$ 26,000.00
0071	F&I Aggregate for Asph Pavement Class 29	TON	930	\$ 80.00	\$ 74,400.00	0	\$ -	\$ -	930	\$ 80.00	\$ 74,400.00
0072	F&I Asphalt Cement PG 58-28	GAL	13,385	\$ 4.00	\$ 53,540.00	0	\$ -	\$ -	13,385	\$ 4.00	\$ 53,540.00
0073	F&I Impressioned 4" Thick Reinf Conc	SY	72	\$ 220.00	\$ 15,840.00	0	\$ -	\$ -	72	\$ 220.00	\$ 15,840.00
0074	F&I Det Warn Panels Cast Iron	SF	109	\$ 70.00	\$ 7,630.00	0	\$ -	\$ -	109	\$ 70.00	\$ 7,630.00
0075	F&I Sign Assembly	EA	18	\$ 220.00	\$ 3,960.00	0	\$ -	\$ -	18	\$ 220.00	\$ 3,960.00
0076	Relocate Sign Assembly	EA	13	\$ 220.00	\$ 2,860.00	0	\$ -	\$ -	13	\$ 220.00	\$ 2,860.00
0077	F&I Engineering Grade	SF	23	\$ 30.00	\$ 690.00	0	\$ -	\$ -	23	\$ 30.00	\$ 690.00
0078	F&I Diamond Grade Cubed	SF	6	\$ 40.00	\$ 252.00	0	\$ -	\$ -	6	\$ 40.00	\$ 252.00
0079	F&I High Intensity Prismatic	SF	28	\$ 35.00	\$ 966.00	0	\$ -	\$ -	28	\$ 35.00	\$ 966.00
0080	F&I Flexible Delineator	EA	2	\$ 130.00	\$ 260.00	0	\$ -	\$ -	2	\$ 130.00	\$ 260.00
0081	F&I Grooved Plastic Film Message	SF	80	\$ 50.00	\$ 4,000.00	0	\$ -	\$ -	80	\$ 50.00	\$ 4,000.00
0082	F&I Grooved Plastic Film 4" Wide	LF	1,485	\$ 10.00	\$ 14,850.00	0	\$ -	\$ -	1,485	\$ 10.00	\$ 14,850.00
0083	F&I Grooved Plastic Film 24" Wide	LF	72	\$ 40.00	\$ 2,880.00	0	\$ -	\$ -	72	\$ 40.00	\$ 2,880.00
0084	Paint Epoxy Message	SF	32	\$ 20.00	\$ 640.00	0	\$ -	\$ -	32	\$ 20.00	\$ 640.00
0085	Paint Epoxy Line 4" Wide	LF	3,244	\$ 6.00	\$ 19,464.00	0	\$ -	\$ -	3,244	\$ 6.00	\$ 19,464.00
0086	Paint Epoxy Line 8" Wide	LF	234	\$ 10.00	\$ 2,340.00	0	\$ -	\$ -	234	\$ 10.00	\$ 2,340.00
0087	Paint Epoxy Line 24" Wide	LF	-	\$ 20.00	\$ -	0	\$ -	\$ -	-	\$ 20.00	\$ -

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

Change Order 9 Unit Price Schedule  
 DATE: 1/11/2016



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-06)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0088	Obliterate Pavement Markings	SF	182	\$ 35.00	\$ 6,370.00	0	\$ -	\$ -	182	\$ 35.00	\$ 6,370.00
0089	Temp Fence - Safety	LF	2,167	\$ 6.00	\$ 13,002.00	0	\$ -	\$ -	2,167	\$ 6.00	\$ 13,002.00
0090	Remove Fence	LF	202	\$ 27.00	\$ 5,454.00	0	\$ -	\$ -	202	\$ 27.00	\$ 5,454.00
0091	Temp Pumping	LS	1	\$ 95,000.00	\$ 95,000.00	0	\$ -	\$ -	1	\$ 95,000.00	\$ 95,000.00
0092	Clear & Grub	LS	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0093	Remove Tree	EA	19	\$ 600.00	\$ 11,400.00	0	\$ -	\$ -	19	\$ 600.00	\$ 11,400.00
0094	Silt Fence - Standard	LF	784	\$ 4.00	\$ 3,136.00	0	\$ -	\$ -	784	\$ 4.00	\$ 3,136.00
0095	Floating Silt Fence	LF	93	\$ 30.00	\$ 2,790.00	0	\$ -	\$ -	93	\$ 30.00	\$ 2,790.00
0096	Sediment Control Log 6" to 8" Dia	LF	1,130	\$ 3.00	\$ 3,390.00	0	\$ -	\$ -	1,130	\$ 3.00	\$ 3,390.00
0097	Inlet Protection - New Inlet	EA	7	\$ 300.00	\$ 2,100.00	0	\$ -	\$ -	7	\$ 300.00	\$ 2,100.00
0098	Inlet Protection - Existing Inlet	EA	9	\$ 200.00	\$ 1,800.00	0	\$ -	\$ -	9	\$ 200.00	\$ 1,800.00
0099	Salvage Signal Standard	EA	1	\$ 300.00	\$ 300.00	0	\$ -	\$ -	1	\$ 300.00	\$ 300.00
0100	Lighting System	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0101	Propane Tanks Remove and Replace	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0102	Replace Unsalvagable Bollards	EA	40	\$ 1,000.00	\$ 40,000.00	0	\$ -	\$ -	40	\$ 1,000.00	\$ 40,000.00
0103	Revise Flashing Beacon System	LS	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0104	Revise Traffic Control System	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0105	F&I Bus Shelter	EA	1	\$ 30,000.00	\$ 30,000.00	0	\$ -	\$ -	1	\$ 30,000.00	\$ 30,000.00
0106	F&I Sheet Piling - Steel	SF	168	\$ 65.00	\$ 10,920.00	0	\$ -	\$ -	168	\$ 65.00	\$ 10,920.00
0107	Topsoil - Strip	CY	5,870	\$ 5.00	\$ 29,350.00	0	\$ -	\$ -	5,870	\$ 5.00	\$ 29,350.00
0108	Topsoil - Spread	CY	2,784	\$ 5.00	\$ 13,920.00	0	\$ -	\$ -	2,784	\$ 5.00	\$ 13,920.00
0109	Embankment	CY	45,017	\$ 13.00	\$ 585,221.00	0	\$ -	\$ -	45,017	\$ 13.00	\$ 585,221.00
0110	Embankment Import	CY	8,617	\$ 22.00	\$ 189,574.00	0	\$ -	\$ -	8,617	\$ 22.00	\$ 189,574.00
0111	Excavation	CY	36,400	\$ 9.00	\$ 327,600.00	0	\$ -	\$ -	36,400	\$ 9.00	\$ 327,600.00
0112	Grading North of 2nd St S and West of 4th St S	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0113	Mulching Type 1 - Hydro	SY	16,703	\$ 0.50	\$ 8,351.50	0	\$ -	\$ -	16,703	\$ 0.50	\$ 8,351.50
0114	Seeding Type B	SY	16,703	\$ 0.35	\$ 5,846.05	0	\$ -	\$ -	16,703	\$ 0.35	\$ 5,846.05
0115	Overseeding	SY	33,405	\$ 0.25	\$ 8,351.25	0	\$ -	\$ -	33,405	\$ 0.25	\$ 8,351.25
0116	Weed Control Type B	SY	16,703	\$ 0.15	\$ 2,505.45	0	\$ -	\$ -	16,703	\$ 0.15	\$ 2,505.45



WP-42A.1/A.3

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

Change Order 9 Unit Price Schedule  
DATE: 1/11/2016



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-06)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0117	Removable Floodwall	LS	1	\$ 120,000.00	\$ 120,000.00	0	\$ -	\$ -	1	\$ 120,000.00	\$ 120,000.00
0118	F&I Floodwall Reinf Bars - Steel	LB	63,445	\$ 1.10	\$ 69,789.50	0	\$ -	\$ -	63,445	\$ 1.10	\$ 69,789.50
0119	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	59,852	\$ 1.30	\$ 77,807.60	0	\$ -	\$ -	59,852	\$ 1.30	\$ 77,807.60
0120	F&I Floodwall - Structural Conc	CY	828	\$ 1,100.00	\$ 910,800.00	0	\$ -	\$ -	828	\$ 1,100.00	\$ 910,800.00
0121	F&I Floodwall - Misc.	LS	1	\$ 225,000.00	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0122	Demolition Pump Stations, Storm Sewers, Force Mains	LS	1	\$ 110,000.00	\$ 110,000.00	0	\$ -	\$ -	1	\$ 110,000.00	\$ 110,000.00
0123	Force Mains and Sump Pump Discharge	LS	1	\$ 600,000.00	\$ 600,000.00	0	\$ -	\$ -	1	\$ 600,000.00	\$ 600,000.00
0124	Pump Station - Structural and Architectural	LS	1	\$ 2,700,000.00	\$ 2,700,000.00	0	\$ -	\$ -	1	\$ 2,700,000.00	\$ 2,700,000.00
0125	Stormwater Pumps and Motors	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	0	\$ -	\$ -	1	\$ 1,200,000.00	\$ 1,200,000.00
0126	Sump Pumps	LS	1	\$ 60,000.00	\$ 60,000.00	0	\$ -	\$ -	1	\$ 60,000.00	\$ 60,000.00
0127	Trash Racks and Miscellaneous Metals	LS	1	\$ 320,000.00	\$ 320,000.00	0	\$ -	\$ -	1	\$ 320,000.00	\$ 320,000.00
0128	Sluice Gates and Wall Thimbles	LS	1	\$ 250,000.00	\$ 250,000.00	0	\$ -	\$ -	1	\$ 250,000.00	\$ 250,000.00
0129	Generator Building - Structural and Architectural	LS	1	\$ 551,000.00	\$ 551,000.00	0	\$ -	\$ -	1	\$ 551,000.00	\$ 551,000.00
0130	Gatewell Structural	LS	1	\$ 870,000.00	\$ 870,000.00	0	\$ -	\$ -	1	\$ 870,000.00	\$ 870,000.00
0131	Gatewell - Miscellaneous Metals	LS	1	\$ 100,000.00	\$ 100,000.00	0	\$ -	\$ -	1	\$ 100,000.00	\$ 100,000.00
0132	Sheetpiling (Pump Station)	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	0	\$ -	\$ -	1	\$ 1,200,000.00	\$ 1,200,000.00
0133	Health and Safety	LS	1	\$ 165,000.00	\$ 165,000.00	0	\$ -	\$ -	1	\$ 165,000.00	\$ 165,000.00
0134	Diesel Generator	LS	1	\$ 385,000.00	\$ 385,000.00	0	\$ -	\$ -	1	\$ 385,000.00	\$ 385,000.00
0135	Switchboard SWBDA, Motor Control Center MCLA, Automatic Transfer Switch, Panel HP1	LS	1	\$ 280,000.00	\$ 280,000.00	0	\$ -	\$ -	1	\$ 280,000.00	\$ 280,000.00
0136	Electrical-Interior	LS	1	\$ 105,000.00	\$ 105,000.00	0	\$ -	\$ -	1	\$ 105,000.00	\$ 105,000.00
0137	Electrical-Exterior	LS	1	\$ 138,066.65	\$ 138,066.65	0	\$ -	\$ -	1	\$ 138,066.65	\$ 138,066.65
0138	Instrumentation and Controls	LS	1	\$ 25,000.00	\$ 25,000.00	0	\$ -	\$ -	1	\$ 25,000.00	\$ 25,000.00
0139	Programming	LS	1	\$ 4,300.00	\$ 4,300.00	0	\$ -	\$ -	1	\$ 4,300.00	\$ 4,300.00
0140	HVAC - General	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0141	Plumbing General	LS	1	\$ 9,570.00	\$ 9,570.00	0	\$ -	\$ -	1	\$ 9,570.00	\$ 9,570.00
0142	Generator Accessories, Fuel Storage and Fuel System	LS	1	\$ 156,200.00	\$ 156,200.00	0	\$ -	\$ -	1	\$ 156,200.00	\$ 156,200.00
0143	Plug Pipe 30" Dia.	EA	1	\$ 860.00	\$ 860.00	0	\$ -	\$ -	1	\$ 860.00	\$ 860.00
0144	F&I Curb & Gutter Standard (Type I)	LF	281	\$ 43.00	\$ 12,083.00	0	\$ -	\$ -	281	\$ 43.00	\$ 12,083.00
0145	F&I Grooved Plastic Film 8" Wide	LF	224	\$ 13.00	\$ 2,912.00	0	\$ -	\$ -	224	\$ 13.00	\$ 2,912.00

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

Change Order 9 Unit Price Schedule  
 DATE: 1/11/2016



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-06)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0146	F&I Pipe 15" Dia Reinf Conc	LF	18	\$ 82.31	\$ 1,481.58	0	\$ -	\$ -	18	\$ 82.31	\$ 1,481.58
0147	Warming House Electrical Service	LS	1	\$ 49,834.89	\$ 49,834.89	0	\$ -	\$ -	1	\$ 49,834.89	\$ 49,834.89
0148	Bore 36" Pipe	LS	1	\$ 80,566.24	\$ 80,566.24	0	\$ -	\$ -	1	\$ 80,566.24	\$ 80,566.24
0149	Plug Pipe 6" Dia	EA	3	\$ 439.69	\$ 1,319.07	0	\$ -	\$ -	3	\$ 439.69	\$ 1,319.07
0150	F&I Flared End Section 48" Dia Reinf Conc	EA	1	\$ 5,119.28	\$ 5,119.28	0	\$ -	\$ -	1	\$ 5,119.28	\$ 5,119.28
0151	Connect Water Service	EA	2	\$ 2,643.38	\$ 5,286.76	0	\$ -	\$ -	2	\$ 2,643.38	\$ 5,286.76
0152	F&I Pipe 1" Dia Copper	LF	124	\$ 49.35	\$ 6,119.40	0	\$ -	\$ -	124	\$ 49.35	\$ 6,119.40
0153	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	80	\$ 193.20	\$ 15,456.00	0	\$ -	\$ -	80	\$ 193.20	\$ 15,456.00
0154	Special Order Asbestos Fittings	EA	1	\$ 5,484.57	\$ 5,484.57	0	\$ -	\$ -	1	\$ 5,484.57	\$ 5,484.57
0155	Unknown Structures	LS	1	\$ 87,262.68	\$ 87,262.68	0	\$ -	\$ -	1	\$ 87,262.68	\$ 87,262.68
0156	CO-01 Field Changes	LS	1	\$ 14,998.89	\$ 14,998.89	0	\$ -	\$ -	1	\$ 14,998.89	\$ 14,998.89
0157	CO-02 Misc Requirements	LS	1	\$ 15,394.85	\$ 15,394.85	0	\$ -	\$ -	1	\$ 15,394.85	\$ 15,394.85
0158	Fargo Highrise Work	LS	1	\$ 6,362.42	\$ 6,362.42	0	\$ -	\$ -	1	\$ 6,362.42	\$ 6,362.42
0159	CO-04	LS	1	\$ 15,174.67	\$ 15,174.67	0	\$ -	\$ -	1	\$ 15,174.67	\$ 15,174.67
0160	Sanitary Overflow Connection	LS	1	\$ 10,363.71	\$ 10,363.71	0	\$ -	\$ -	1	\$ 10,363.71	\$ 10,363.71
0161	T&M Budget for Asbestos Pipe and Unsuitable Material Removal	LS	1	\$ 140,000.00	\$ 140,000.00	0	\$ -	\$ -	1	\$ 140,000.00	\$ 140,000.00
0162	CO-06	LS	1	\$ 67,079.47	\$ 67,079.47	0	\$ -	\$ -	1	\$ 67,079.47	\$ 67,079.47
0163	CO-07	LS	1	\$ 7,689.91	\$ 7,689.91	0	\$ -	\$ -	1	\$ 7,689.91	\$ 7,689.91
0164	Reprogramming Display	LS	1	\$ 1,386.00	\$ 1,386.00	0	\$ -	\$ -	1	\$ 1,386.00	\$ 1,386.00
0164	CO-09	LS	1		\$ -	0	\$ 12,506.80	\$ 12,506.80	1	\$ 12,506.80	\$ 12,506.80
<b>42A.1/A.3 - TOTAL AMOUNT</b>			<b>CURRENT BUDGET</b>		<b>\$ 18,038,757.39</b>	<b>NET CHANGE</b>		<b>\$ 12,506.80</b>	<b>NEW BUDGET</b>		<b>\$ 18,051,264.19</b>



P.O. Box 13158 • Grand Forks, ND 58208-3158  
(P) 701.775.8480 (F) 701.775.8479  
www.icsgf.com

01/03/17

CH2M  
Attn: Tyler Smith  
64 4<sup>th</sup> St. N.  
Fargo, ND 58102

**Re: In-Town Levees 2<sup>nd</sup> Street/Downtown Area-Phase 42A.1/42A.3 Work Package 42A.1/42A.3  
Adding Fuel Tank Sensors**

Mr. Smith,

The attached costs are to add level sensors to the fuel storage tank. The added sensors will monitor the 25%, 50% and 75% fuel levels in the fuel tank.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Fuel Tank Sensors	LS	1.00	\$1,906.80	\$1,906.80
TOTAL PRICE:				\$1,906.80

The level sensors will be added per the attached quote from Fusion Automation OPTION A. The proposed sensor information is also attached to this quote.

If you have any questions regarding the above, please contact me at your earliest convenience.  
Sincerely,

Gary Beeter  
ICS, Inc.  
Vice President

Cc: Peter Chitwood/CH2M



## CHANGE ORDER PROPOSAL # E20

DATE: NOVEMBER 30TH, 2016

PROJECT: FARGO 4<sup>TH</sup> STREET PUMP HOUSE FLOOD RISK MANAGEMENT

SUMMARY: ADDITIONAL TANK READING LEVELS

Additional sensor to monitor 25%, 50% and 75% fuel levels in fuel tank like 2<sup>nd</sup> street.

**OPTION A:** HTF 3 float stem sensor

- Only measures 3 set levels
- Electronic feedback
- Labor for Install

**TOTAL \$1,816.00**

**OPTION B:** Deep Product Level Gauge

- Direct Reading Gauge
- High Density Polyethylene Plastic Float
- Measures fuel level from 0% to 100% full
- No PLC control; No electronic feedback

**TOTAL \$109.00**

**OPTION C:** Clock Gauge w/Alarm

- Direct Reading Gauge
- Alarm System
- Uses floats
- No PLC control; No electronic feedback
- Labor for Install

**TOTAL \$1,980.80**

**OPTION D:** Continuous Level Sensor

- Uses float
- Measures fuel level from 0% to 100% full
- Electronic Feedback
- Explosion Proof Rated
- Labor for Install

**TOTAL \$2,739.22**

Anne Mayer  
Fusion Automation Inc  
701-757-0852  
[Anne.Mayer@fusionautomationinc.com](mailto:Anne.Mayer@fusionautomationinc.com)



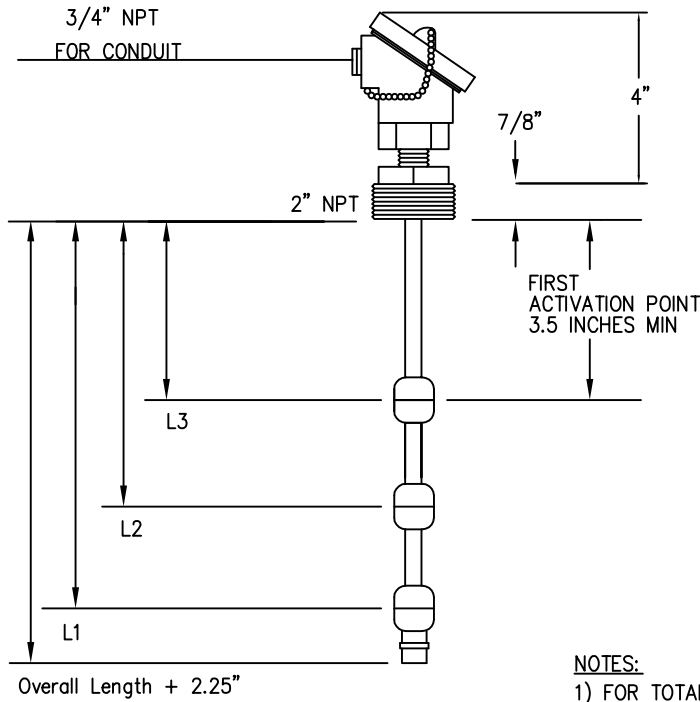
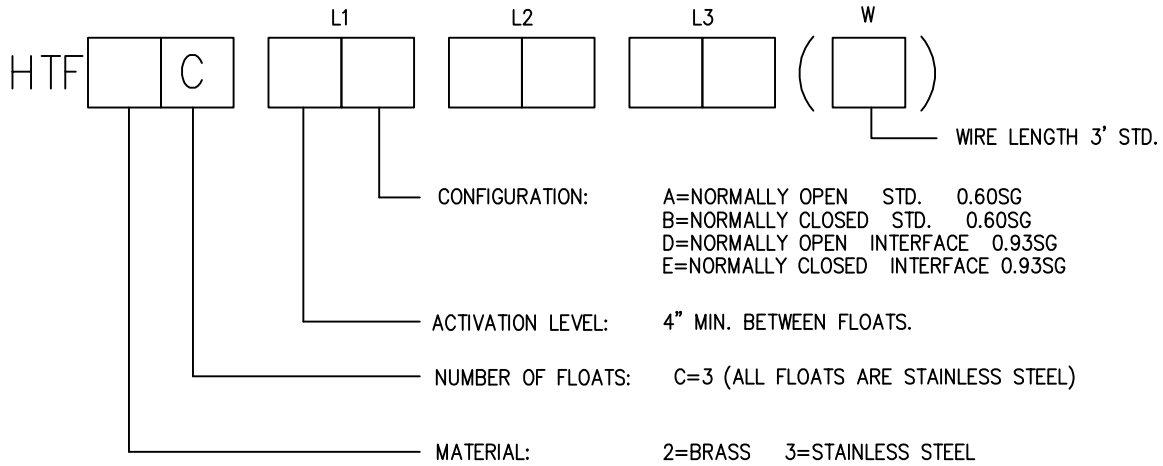
# Series HTF Standard Three Float Sensor



# Highland Tank

## Engineering Bulletin

One Highland Road, Stoystown Pa.15563  
814-893-5701 - Fax 893-6126  
www.Highlandtank.com  
email: staff @ highlandtank.com



### SPECIFICATIONS:

HOUSING:	CAST ALUMINUM NEMA 4X
FITTING:	BRASS OR STAINLESS STEEL
THREAD SIZE* :	2" - 11 1/2 NPT
FLOAT SIZE:	1.85" DIA. x 3.01" HIGH
CONTACT RATING:	FOR INTRINSICALLY SAFE CONTROL CIRCUIT ONLY
STEM SIZE:	1/2"
SPECIFIC GRAVITY:	0.6 STANDARD 0.93 INTERFACE
WIRE COLOR CODE FOR 10' OR LESS :	L1=RED L2=YELLOW L3=BLUE
WIRE COLOR CODE FOR GREATER THAN 10' :	L1 = RED & BLACK L2 = GREEN & WHITE L3 = BLUE & BROWN

### NOTES:

- 1) FOR TOTAL LENGTHS OVER 8 FEET, CONTACT HIGHLAND TANK
- 2) ACTIVATION LEVEL TOLERANCE +/- .125"
- 3) CONSULT FACTORY FOR OPTIONAL MOUNTING OPTIONS

Option B



# KRUEGER SENTRY GAUGE®

## Direct Reading Gauge—Type D



Calibration: Consists of 3 pieces. Outer plastic piece, inner plastic piece, and a piece of paper in between.

Red Lock Nut: HDPE Plastic.

Bushing:  
Aluminum bushing, can be 2" or 1.5".

HDPE Float: High Density Polyethylene Plastic.

Internal Rods: Standard construction is galvanized steel rods with brass rivets.

Part Number—  
D-(size opening)-(tank depth)+(ext)-(list options)  
Sample—D-2-48+12

### What it is:

Top mounted liquid level gauge that can measure from 6 inches to 144 inches in depth. Bushing size can be 2", 1.5", or .75". Gauges are custom made in house to fit your tank. Can also accommodate for double walls and pipe risers.

### Additional Options - Not included:

**Audible Alarm Accessory:** This add on feature can turn your mechanical gauge into an audible Hi or Lo level alarm.

**LED At-A-Glance Accessory:** Another add on feature. This can give your mechanical gauge remote reading capability.

**Gauge Guard:** A cover that protects the exposed plastic components on top of the gauge.

### Replacement Parts -

**D-Kit** - Replaces all of the gauge components from the red lock nut and up. Includes: Red HDPE Plastic Nut, Duro Nitrile Gasket, Plastic Cellulose acetate inner and outer calibration.

**DG-Kit-ALN** - Replaces all of the gauge components from the red lock nut and up with upgraded parts. Includes: Aluminum Lock Nut, Duro Nitrile Gasket, Plastic Cellulose acetate outer calibration, Glass inner calibration.

### Instructions for Operation:

This gauge is a simple volume reading tool. The top of the red indicator is an indication of your approximate fuel level in your tank. Once installed, you simply view the calibration to monitor your tank level. Indicator is calibrated in eighths of a tank on one side, and quarters of a tank on the other.

Krueger Sentry Gauge  
1873 Siesta Lane  
Green Bay, WI 54313

[www.ksentry.com](http://www.ksentry.com)



Contact us for more info:  
Ph: 920-434-8860  
Fax: 920-434-8897

Email: [info@ksentry.com](mailto:info@ksentry.com)

## Model 918 Clock Gauge and Alarm Series

SPECIFICATION SHEET

The Morrison “clock gauge” displays the liquid level of product stored in an aboveground storage tank. Measures the liquid level in tanks up to 12 feet high. The 918 audible alarm sounds when the liquid level in the tank reaches the user’s specified level.

### Gauge features

- Easy to install in a single 2” tank top opening, easy to calibrate
- Gauge face displays level reading in feet and inches. The hour hand (short hand) displays the number of feet and the minute hand (long hand) accurately displays the number of inches
- Gallon or liter reading gauge models available
- Accurate to 1/8 of an inch
- Easily read from 30 feet away
- Vapor tight construction and fog free design
- Gauge rotates 360° making it easy for the face to be read from the desired orientation
- Visual indicators for high level (red) and low level (green)
- Floats fit through a 2” schedule 40 pipe nipple
- Drop tube float compatible with Morrison 419 2” drop tube; reduces float entanglement when turbulent conditions are present
- **918T and 918FT** series are compatible for use with Diesel Exhaust Fluid (DEF)

The 918 alarm box can be paired with a variety of Morrison 918 clock gauges or level sensors. Alarm set point calibrated at installation. The alarm box is compliant with UL 913 and CSA 157 intrinsic safety standards.

### Alarm features

- Audible and visual indicators
- Self-powered by long-life replaceable lithium batteries
- Monitor up to four sensor signals
- User-defined alarm labels
- Visual alarm indicators easily identify which sensor is alarming
- Compatible with 918/918 TCP gauging equipment
- Low battery visual indicator
- Audible alarm sounds 90 dB alarm at four feet away
- Modular contacts make alarm devices easy to install
- In compliance with UL 913 and CSA 157 intrinsic safety standards
- Corrosion-resistant and water-resistant housing for long life
- Intrinsically safe for Class I, Division 1 and 2, Group D hazardous location



# Option C

## Model 918 Clock Gauge and Alarm (continued)

### Alarm features (continued)

- Audible alarm auto silence mode (10 minutes)
- **918/918F** clock gauge with 918S, 918D, or 918Q alarms are Florida DEP EQ527 approved



	I.D. Number	A	B	C	D	E	F	G	H	I.D. Number	A	B	C	D	E	F	G	H
	918--0000 AG	N	M	ST	S	8.42	3.48	6.06	6.25	918MET0100 AG	Y	M	ST	M	8.42	3.48	6.06	7.45
EVR	918--0000AGEVR	N	M	ST	S	8.42	3.48	6.06	6.25	918MET0400 AG	Y	M	DT	M	8.42	3.48	6.06	7.45
	918--2000 AG	N	M	DT	S	8.42	3.48	6.06	6.25	918T--0400 AG	Y	M	DT	S	8.42	3.48	6.06	7.45
EVR	918--2000AGEVR	N	M	DT	S	8.42	3.48	6.06	6.25	918T--2000 AG	N	M	DT	S	8.42	3.48	6.06	7.45
	918C--0000 AG	N	M	ST	C		3.48	6.06	6.25	918FT-0400 AG	Y	F	DT	S	9.62	3.48	6.06	7.95
	918C--2000 AG	N	M	DT	C		3.48	6.06	6.25	918FT-2000 AG	N	F	DT	S	9.62	3.48	6.06	7.95
	918CF-0000 AG	N	F	ST	C		3.48	6.06	6.25	918MEFT400 AG	Y	F	DT	M	9.62	3.48	6.06	7.95
	918CF-2000 AG	N	F	DT	C		3.48	6.06	6.25	918METT400 AG	Y	M	DT	M	8.42	3.48	6.06	7.45
	918--0100 AG	Y	M	ST	S	8.42	3.48	6.06	7.45	918S--1000 AA	Y	Single channel tank alarm box only						1.80
	918--0400 AG	Y	M	DT	S	8.42	3.48	6.06	7.45	918D--1000 AA	Y	Dual channel tank alarm box only						1.80
	918C--0100 AG	Y	M	ST	C		3.48	6.06	6.25	918Q--1000 AA	Y	Quad channel tank alarm box only						1.80
	918C--0100 AG	Y	M	DT	C		3.48	6.06	6.25	<p style="text-align: center;"><b>SPECIFICATION OPTIONS:</b></p> <p><b>A</b>—Overfill Alarm Box: Included: Yes/No  <b>B</b>—Body Connection: Male (M), Female (F), BSP (B)  <b>C</b>—Float Device: Standard 2" Float (ST), Drop Tube Float (DT)  <b>D</b>—Face Plate: Standard (S), Metric (M), Custom (C)  <b>E</b>—Gauge height: (Inches)  <b>F</b>—Gauge width: (Inches)  <b>G</b>—Clock Diameter: (Inches)  <b>H</b>—Shipping Weight (lbs.)</p>								
	918CF-0400 AG	Y	F	ST	C		3.48	6.06	6.25									
	918CF-0400 AG	Y	F	DT	C		3.48	6.06	6.25									
	918F--0100 AG	Y	F	ST	S	9.62	3.48	6.06	7.95									
	918F--0400 AG	Y	F	DT	S	9.62	3.48	6.06	7.95									
EVR	918F--0000AGEVR	N	F	ST	S	9.62	3.48	6.06	6.25									
EVR	918F--2000AGEVR	N	F	DT	S	9.62	3.48	6.06	6.25									
	918MEB0100 AG	Y	M B	ST	M	8.42	3.48	6.06	7.45									
	918MEB0400 AG	Y	M B	DT	M	8.42	3.48	6.06	7.45									
EVR	918MEF0000AGEVR	N	F	ST	M	8.42	3.48	6.06	7.95									
EVR	918MEF2000AGEVR	N	F	DT	M	8.42	3.48	6.06	6.25									
EVR	918MEF0100 AG	Y	F	ST	M	9.62	3.48	6.06	7.95									
	918MEF0400 AG	Y	F	DT	M	9.62	3.48	6.06	7.95									
EVR	918MET0000AGEVR	N	M	ST	M	8.42	3.48	6.06	6.25									
EVR	918MET2000AGEVR	N	M	DT	M	8.42	3.48	6.06	6.25									

570 E. 7th Street, P.O. Box 238 | Dubuque, IA 52004-0238  
t. 563.583.5701 | 800.553.4840 | f. 563.583.5028

## CONTINUOUS LEVEL

### Technical Specifications

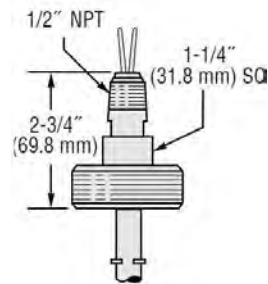
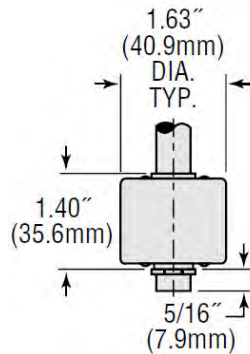
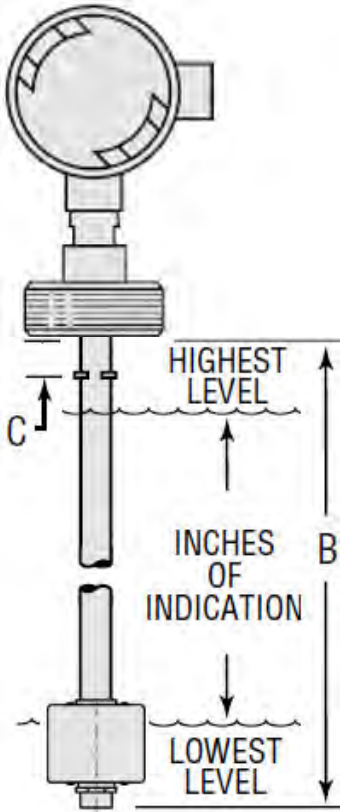
<b>Model:</b>	XT-800
<b>Specific Gravity:</b>	.82
<b>Max. Pressure:</b>	30
<b>Stem Length:</b>	Up to 72"
<b>Stem Construction:</b>	Tubing (for units < 72")
<b>Operating Temp.:</b>	80
<b>Stem Material:</b>	316 Stainless Steel
<b>Mounting Type:</b>	(3) 2" NPT
<b>Termination:</b>	Junction Box
<b>Output:</b>	4 - 20mA
<b>Float Material:</b>	316 Stainless Steel
<b>Float Type:</b>	316 Stainless Steel (156490)
<b>Media Type:</b>	Diesel
<b>Float Stops:</b>	Grip Rings
<b>Explosion Proof:</b>	FM Approved Explosion Proof

### Ordering Information

<b>Part Number:</b>	
<b>List Price:</b>	
<b>Lead Time:</b>	
<b>Min. Order Quantity:</b>	
<b>Shipping Weight:</b>	
<b>Model Description:</b>	

### Dimensional Specifications

<b>Indicating Length:</b>	56.5"
<b>C Dimension:</b>	1.25"
<b>Overall Length(B Dimension):</b>	61





## Small Size – Alloys

### XM/XT-800 Series – Compact Analog Sensors

- ▶ Stainless or Brass Construction
- ▶ 1/4" Resolution
- ▶ Lengths to 144 inches (366 cm)
- ▶ OEM Configurations Available

These compact transmitters feature the rugged durability of stainless steel or brass construction. The XM-800 series provides analog output, and can be combined with GEMS Digital Meter Receiver Stations and compact Level Cubes described in this catalog. Our versatile XT-800 Series adds a choice of signal conditioning for use with GEMS digital bargraph receivers or other digital display and control equipment.

#### Approvals

XM-800 and XT-800 Series transmitters may carry the following commercial approvals:

- FM Approved, Explosion-Proof (J-Box and Stainless Steel Float required).
- UL-Recognized.

XM-800 Series transmitters only:

- CSA Certified

XT-800 Series transmitters only:

- FM Approved, Intrinsic Safety (J-Box and Stainless Steel Float required).

#### 1. Mounting Types

	Type 1 1/2" NPT	Type 2 1-1/4" NPT	Type 3 2" NPT	Type 4 3" 150# Flange	Type 6 2-1/2" Sanitary Flange
<b>Stem Material</b>	Brass or 316 Stainless Steel			316 Stainless Steel	
<b>Mounting Material</b>	Brass or 316 Stainless Steel			Carbon Steel or 316 Stainless Steel	316 Stainless Steel
<b>Float Stop Material</b>	Brass Units: Beryllium Copper Grip Rings; Stainless Steel Units: S.S. ARMCO PH-15-7MO Grip Rings				
<b>Operating Temperature*</b> With J. Box Mounted or XM Signal Conditioners	Oil: -40°F to +230°F (-40°C to 110°C), Water to +180°F (82.2°C)—Buna N Float -40°F to +230°F (-40°C to 110°C)—Stainless Steel Float				
<b>With Stem Mounted Signal Conditioners</b>	+5°F to +160°F (-15°C to +70°C)				
<b>Operating Pressure</b>	Dependent on Float Type; See Next Page				
<b>Overall Length, Max.</b>	72" (183 cm) Tubing; 144" (366 cm) Pipe (Types 3 & 4 only)				

\* Consult factory for higher temperature ranges.

**ORDER IT!**

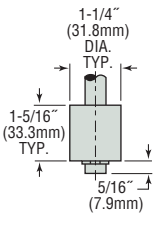
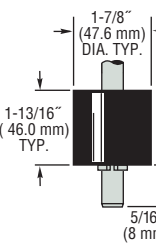
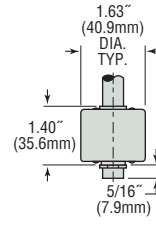
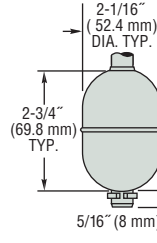
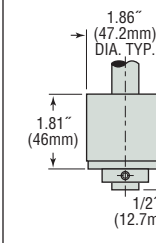
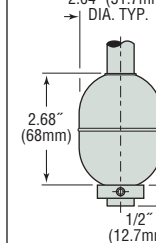
Ordering is Easy! See Page C-5.  
Easy online ordering too!

Lengths  
to 12 ft!



### 2. Float Types

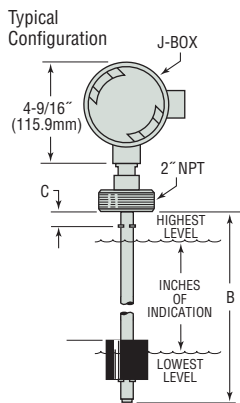
Based on the overall length required by your tank, select from two main subsets of floats below; further refine selection based on material and performance parameters.

Float Material	For Overall Lengths To 72"				For Lengths Greater Than 72" (144" Max.)	
	Buna N		Stainless Steel		Buna N	Stainless Steel
<b>Float Dimensions</b>						
<b>Compatible Mountings</b>	1, 2, 3, 4, 6	1, 3, 4	1, 3, 4, 6	1, 3, 4	3, 4	3, 4
<b>Part Number</b>	<b>164255<sup>2</sup></b>	<b>43359</b>	<b>156490</b>	<b>43590</b>	<b>69654</b>	<b>52084</b>
<b>Min. Liquid Spec. Gravity</b>	.55	.55	.70	.75	.55	.75
<b>Operating Pressure, Max.<sup>1</sup></b>	150 psi (10 bar)	150 psi (10 bar)	80 psi (6 bar)	300 psi (21 bar)	150 psi (10 bar)	300 psi (21 bar)
<b>Operating Temp., Max.</b>	Water: 180°F (82°C) Oil: 230°F (110°C)		230°F (110°C) <sup>3</sup>		Water: 180°F (82°C) Oil: 230°F (110°C)	230°F (110°C)*

Notes:

- @ Ambient Temperature
- Recommended for Type 2 mounting only.
- Consult factory for higher temperature range.

### 3. To Determine Dimensions



- B: Overall Length = Inches of Indication + C + X (See Table at Right)  
 C: Distance From Bottom of Mounting to Float Stop (Customer Specified):
- 1/4" (6.4mm) Minimum
  - 1-1/4" (31.8mm) Minimum on Type 1, XT Series only.

#### Calculating Length

- To find Overall Length when Inches or Indication is known:
- Inches of Indication + C\* + X = Overall Length
- To find Maximum Inches of Indication when Overall Length is known:
- Overall Length - C\* - X = Maximum Inches of Indication

\*C dimension is determined by customer.

#### Float Factor – X

Float Part Number	X
<b>164255</b>	2.0" (50.8)
<b>43359</b>	2.5" (63.5)
<b>156490</b>	2.062" (52.4)
<b>43590</b>	3.437" (87.3)
<b>69654</b>	2.687" (68.3)
<b>52084</b>	3.625" (92.1)


Inch (mm)

### 4. Input/Output

For XM-800 Series, no special output designation is necessary.  
 For XT-800 Series, specify the desired signal conditioning by Part Number.  
 Additional information about GEMS signal conditioning modules is found on Page C-16.

Series	Input Voltage	Output Signal	Part Number	Electrical Termination	Compatible Mountings		
					Type 1	Type 3	Type 4
XM-800	10 to 30 VDC	Proportional Voltage	—	Lead Wires (3), #22 AWG, 24" (60.9 cm), PTFE Jacket	•	•	•
	8 to 24 VDC*	0-5 VDC	<b>51965</b>	Lead Wires, #22 AWG, 24" (60.9 cm), PTFE Jacket	•	•	•
XT-800	14 to 30 VDC*	0-12 VDC	<b>51970</b>		•	•	•
	8 to 24 VDC*	0-5 VDC	<b>52536</b>	Junction Box		•	•
	15 to 30 VDC*	0-12 VDC	<b>52537</b>			•	•
	10 to 40 VDC	4-20 mA	<b>52555</b>	Panel Mount with Plug-in Base		•	•
	4-20 mA	<b>112300</b>	•		•	•	

\* Stem mounted.

 <p><b>Photocopy This Form</b> Use one form for each product type you are selecting. <small>This form may also be completed online at <a href="http://gemssensors.com">gemssensors.com</a> for RFQ.</small></p>	This is a <input type="checkbox"/> Request for a Quote      Name _____ <input type="checkbox"/> Order P.O.# _____      Company _____ Quantity Needed _____      Street _____ Date Required ____/____/____      City _____ State ____ Zip _____ Shipping Method: _____      Phone (____) _____ Partial Accepted: <input type="checkbox"/> Yes      Fax (____) _____ <input type="checkbox"/> No
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Float Type Level Transmitters – XM/XT-800 Series

### Application Environmental Conditions

This information is essential to the accurate and proper operation of your GEMS configurable sensors. Please complete fully and accurately.

- 1. Liquid Media:** \_\_\_\_\_
- 2. Pressure:** Minimum \_\_\_\_\_ psig    Maximum \_\_\_\_\_ psig
- 3. Temperature:** Minimum \_\_\_\_\_ °F    Maximum \_\_\_\_\_ °F
- 4. Specific Gravity:** Minimum \_\_\_\_\_    Maximum \_\_\_\_\_

- 5. Viscosity:** \_\_\_\_\_ SSU
- 6. Tank Material:** \_\_\_\_\_  
**Tank Depth:** \_\_\_\_\_
- 7. Unit is Mounted In:**  Tank Top     Tank Bottom
- 8. Moisture Protection Required?**  Yes     No

#### 1. Series:

- XM/XT-800 (1/4" Resolution)

#### 2. Mounting Type:

- Type 1 (1/2" NPT)     Type 2 (1-1/4" NPT)     Type 3 (2" NPT)  
 Type 4 (3" 150# flange)     Type 6 (2-1/2" sanitary flange)

#### 3. Materials:

- a. Stem:  
 Brass<sup>1</sup>     316 Stainless Steel
- b. Mounting:  
 Brass<sup>1</sup>     316 Stainless Steel  
 Carbon Steel (Type 4 flange only)
- c. Collar Float Stops<sup>2</sup>:  
 Brass     316 Stainless Steel

#### 4. Float Type<sup>1</sup>:

Match to Overall Length of Transmitter Stem

To 72 Inches	Over 72 Inches
<input type="checkbox"/> 164255 – Buna N <sup>2</sup>	<input type="checkbox"/> 69654 – Buna N
<input type="checkbox"/> 43359 – Buna N	<input type="checkbox"/> 52084 – Stainless Steel
<input type="checkbox"/> 156490 – Stainless Steel	
<input type="checkbox"/> 43590 – Stainless Steel	

**Notes:**

1. Stainless Steel float required for FM Approved Explosion Proof units.  
 2. Recommended for Type 2 mounting.

**Notes:**

1. Type 1, Type 2 and Type 3 only  
 2. Standard Float Stops supplied in PH 15-7 MO on S.S. units and Beryllium Copper on Brass units. Brass and S.S. Float Stops with Brass and S.S. units only, respectively.

#### 5. Dimensions:

Overall Length (complete one line only):

Float Selected	Indicating Length (Half Inches)	+	"C" Dimension ±1/16" (1.8 mm)	+	Float Factor X Inch (mm)	=	Overall Length
43359		+		+	2.5 (63.5)	=	
43590		+		+	3.44 (87.3)	=	
52084		+		+	3.63 (92.1)	=	
69654		+		+	2.69 (68.3)	=	
156490		+		+	2.06 (52.3)	=	
164255		+		+	2 (50.8)	=	

**Notes:**

1. Indicating Length: 1/2" increments  
 2. Minimum C Dimension = 1/4"; or 1/2" on units greater than 72" in length.

#### 7. Options:

- Explosion Proof J-Box\*     NEMA 4 J-Box

\* Required for FM Approved Explosion Proof units

Please contact Gems for any configuration or special requirements not covered on this form. **800-378-1600**

Quote: \$ \_\_\_\_\_    Date Quoted: \_\_\_\_/\_\_\_\_/\_\_\_\_

#### 6. Input/Output:

- a. Optional 24 VDC Power Supply:  
 115 VAC input     230 VAC input
- b. Signal Conditioners (XT-800 Series Only)  
 Output Shown in Parenthesis:  
 51965 (0-5 VDC – stem)  
 51970 (0-12 VDC – stem)  
 52536 (0-5 VDC – J-box)  
 52537 (0-12 VDC – J-box)  
 52555 (4-20 mA – J-box)  
 120650 (0-5 VDC – panel mount)  
 149600 (0-10 VDC – panel mount)  
 112300 (4-20 mA – panel mount)



**Gems Sensors & Controls**  
 One Cowles Road  
 Plainville, CT  
 06062-1198

tel 860.747.3000  
 fax 860.747.4244  
[www.gemssensors.com](http://www.gemssensors.com)





P.O. Box 13158 • Grand Forks, ND 58208-3158  
(P) 701.775.8480 (F) 701.775.8479  
www.icsgf.com

01/03/16

CH2M  
Attn: Tyler Smith  
64 4<sup>th</sup> St. N.  
Fargo, ND 58102

**Re: In-Town Levees 2<sup>nd</sup> Street/Downtown Area-Phase 42A.1/42A.3 Work Package 42A.1/42A.3  
Floodwall Coping Caps**

Mr. Smith,

The attached cost is for a design change to the floodwall coping for the south end of the floodwall. The request for pricing the change was from HMG.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Material	LS	1.00	\$4,205.00	\$4,205.00
			TOTAL PRICE:	\$4,205.00

The City of Fargo has been adding a higher pitched floodwall coping to detour climbing on the floodwalls. The price is to all the taller wall caps to the wall south of the closure on 2<sup>nd</sup> street only. This project did not call for that design originally. The pricing above is to procure the new coping, offload onsite, and remove the original coping from site.

If you have any questions regarding the above, please contact me at your earliest convenience.  
Sincerely,

Gary Beeter  
ICS, Inc.  
Vice President

Cc: Peter Chitwood/CH2M

01/05/17

CH2M  
Attn: Tyler Smith  
64 4<sup>th</sup> St. N.  
Fargo, ND 58102

**Re: In-Town Levees 2<sup>nd</sup> Street/Downtown Area-Phase 42A.1/42A.3 Work Package 42A.1/42A.3  
Trash Rack Mods**

Mr. Smith,

The attached cost is for a design change to the Trash Rack Rake System in the pump station. Glen Krogman with HMG requested the change so that the trash racks would operate smoother.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Material	LS	1.00	\$1269.00	\$1269.00
Labor	LS	1.00	\$5124.00	\$5124.00
TOTAL PRICE:				\$6393.00

The trash rack rake modifications were requested by HMG to improve functionality. Glen Krogman with HMG provided a sketch dated 12-07-16 showing the changes and is the basis for our pricing. It is our understanding that the design was based on a prototype that operated in the field. This price includes materials, labor for installation, as well as labor to help Glen in the field with fitting his prototypes.

If you have any questions regarding the above, please contact me at your earliest convenience.  
Sincerely,



Eric Bye  
ICS, Inc.  
Project Manager

Cc: Peter Chitwood/CH2M



Project: 42A1 42A3

Computed: *[Signature]*

Date: 12-7-16

Subject: 4<sup>th</sup> St Pump Sta

Checked:

Date:

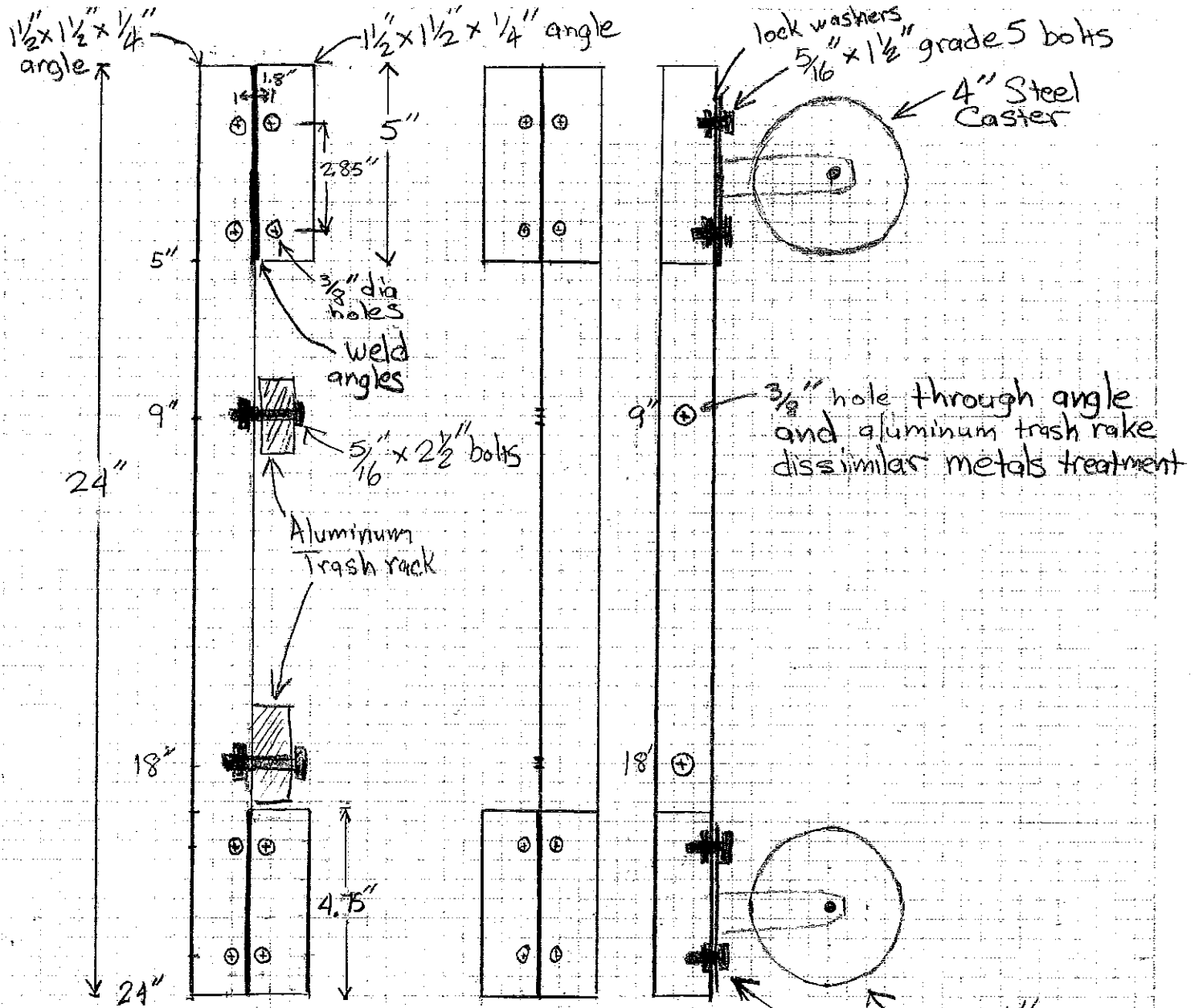
Task: Trash Rack Adjustment

Page:

of:

Job #:

No:



- 16 - 4" casters  
100016 STF-04RSC
- 64 - 5/16" grade 5
- 16 - 1 1/2" long
- 80 - 2 1/2" long bolts
- 64 - 5/16" nuts
- 80 - 5/16" lock washers

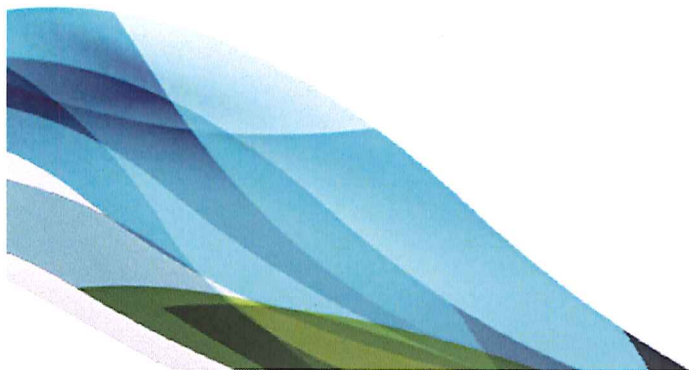
Casters are from Mac's Hardware per Glen Krogman

zinc coated  
B20  
J 203

# Recommended Contracting Actions Summary

## Construction Change Orders

<b>Construction Change Orders</b>		
<b>WP-42A.1/A.3, 4<sup>th</sup> Street Pump Station Change Order 09</b> <ul style="list-style-type: none"><li>Fuel level Sensors and Floodwall coping</li></ul>	ICS, Inc.	<b>\$6,113.80</b>
<b>Total Construction Change Orders</b>		<b>\$6,113.80</b>



Change Order No. 09

---

Date of Issuance:	<u>01/26/2017</u>	Effective Date:	<u>12/01/2016</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42A.1/A.3</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>ICS, Inc.</u>	Contractor's Project No.:	<u>1114</u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42A.1/A.3</u>

---

Project: Fargo-Moorhead Area Diversion Contract Name: 4<sup>th</sup> Street Pump Station and Gatewell and 2<sup>nd</sup> Street Floodwall South

---

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

**Description:**

1. FUEL LEVEL SENSORS

Add \$1,906.80 to the Contract Price to accommodate additional fuel level sensors that will monitor the 25%, 50%, and 75% fuel levels in the generator fuel tank.

2. FLOODWALL COPING

Add \$4205.00 to the Contract Price for the contractor to furnish and install higher pitched wall coping for the floodwall south of 2<sup>nd</sup> Street.

**Attachments:**

- Change Order 9 Unit Price Schedule dated 1/25/2017

---

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
	Milestone 4.02.A.02: <u>November 1, 2015</u>
	Milestone 4.02.A.02a: <u>NA</u>
	Milestone 4.02.A.03: <u>July 31, 2015</u>
	Milestone 4.02.A.04: <u>August 20, 2015</u>
	Milestone 4.02.A.05: <u>November 13, 2015</u>
	Milestone 4.02.A.06: <u>January 26, 2016</u>
	Milestone 4.02.A.07: <u>September 5, 2016</u>
	Substantial Completion 4.02 B: <u>September 5, 2016</u>
<b>17,361,616.35</b>	Final Completion 4.02 B: <u>November 11, 2016</u>

[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>01</u> thru <u>08</u> :          <b>677,141.04</b>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>01</u> thru <u>08</u> : Milestone 4.02.A.02: <u>30 days</u> Milestone 4.02.A.02.a: <u>14 days</u> Milestone 4.02.A.03: <u>29 days</u> Milestone 4.02.A.04: <u>29 days</u> Milestone 4.02.A.05: <u>30 days</u> Milestone 4.02.A.06: <u>309 days</u> Milestone 4.02.A.07: <u>309 days</u> Substantial Completion 4.02 B: <u>309 days</u> Final Completion 4.02 B: <u>306 days</u>
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Contract Price prior to this Change Order:          <b>18,038,757.39</b>	Contract Times prior to this Change Order: Milestone 4.02.A.02: <u>December 1, 2015</u> Milestone 4.02.A.02.a: <u>November 15, 2015</u> Milestone 4.02.A.03: <u>August 29, 2015</u> Milestone 4.02.A.04: <u>September 18, 2015</u> Milestone 4.02.A.05: <u>December 13, 2015</u> Milestone 4.02.A.06: <u>December 3, 2016</u> Milestone 4.02.A.07: <u>July 11, 2017</u> Substantial Completion 4.02 B: <u>July 11, 2017</u> Final Completion 4.02 B: <u>September 13, 2017</u>
--------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

[Increase] [ <del>Decrease</del> ] of this Change Order:          <b>6,113.80</b>	[Increase] [ <del>Decrease</del> ] of this Change Order: Milestone 4.02.A.07: <u>2 days</u> Substantial Completion 4.02 B: <u>2 days</u>
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Contract Price incorporating this Change Order:          <b>18,044,871.19</b>	Contract Times with all approved Change Orders: Milestone 4.02.A.02: <u>December 1, 2015</u> Milestone 4.02.A.02.a: <u>November 15, 2015</u> Milestone 4.02.A.03: <u>August 29, 2015</u> Milestone 4.02.A.04: <u>September 18, 2015</u> Milestone 4.02.A.05: <u>December 13, 2015</u> Milestone 4.02.A.06: <u>December 3, 2016</u> Milestone 4.02.A.07: <u>July 13, 2017</u> Substantial Completion 4.02 B: <u>July 13, 2017</u> Final Completion 4.02 B: <u>September 13, 2017</u>
-------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Owner's Representative (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Construction Manager</u>	Title: _____	Title: _____
Date: <u>01/26/2017</u>	Date: _____	Date: _____