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**SERVICES AGREEMENT**

**BY AND BETWEEN  
METRO FLOOD DIVERSION AUTHORITY  
AND  
NAASTAD BROTHERS, INC.**

**Dated as of September 27, 2018**

**Relating to:**

**A Services Agreement to perform work to roadway ditches in Cass County, ND.**

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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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**EXHIBITS**

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- B. HIGHWAY 81 TEMPORARY APPROACH REMOVAL SITE MAP
- C. COUNTY ROAD 17 DITCH CLEANING QUOTE
- D. COUNTY ROAD 17 DITCH CLEANING PLANS & PROFILES

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, whose address is P.O. Box 2806, 211 9<sup>th</sup> Street South, Fargo, North Dakota 58108-2806 (the "Authority"), and NAASTAD BROTHERS, INC., a corporation organized and existing under the laws of the State of North Dakota with a principal office at 1755 149<sup>th</sup> Avenue Northeast, P.O. Box 206, Hatton, North Dakota 58240-0206 ("Naastad") (the Authority and Naastad collectively referred to as "Parties").

### RECITALS

WHEREAS, the Authority desires to remove a temporary approach along Highway 81 and conduct ditch cleaning along portions of County Road 17 located in Cass County, North Dakota; and

WHEREAS, the Authority authorized the Program Management Consultant to procure pricing for the two (2) construction projects located in road ditches along Highway 81 and County Road 17 in Cass County, North Dakota; and

WHEREAS, of the quotes submitted, Naastad submitted the lowest, responsive quote for the road ditch work to Highway 81 and County Road 17; and

WHEREAS, the Authority is of the opinion that Naastad has the necessary qualifications, experience, and abilities to provide the services required for the road ditch work to Highway 81 and County Road 17, as more specifically described below; and

WHEREAS, Naastad agrees to provide such services to the Authority on the terms and conditions provided in this Agreement; and

WHEREAS, the Authority agrees to compensate Naastad for such services on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

## AGREEMENT

1. Services Provided. The Authority hereby agrees to engage Naastad to provide the Authority with the following described list of services for the removal of a temporary approach along Highway 81 and ditch cleaning along portions of County Road 17 (the "Services").
  - A. **Highway 81 Temporary Approach Removal.** A temporary approach was installed by an Oxbow – Hickson – Bakke Ring Levee demolition contractor to provide temporary access to a project borrow area. Removal of the temporary approach was not included in the original construction contract. Work has since been completed; therefore, the temporary approach needs to be removed. In providing the services necessary to remove the temporary approach:
    - a. Naastad is not responsible for the repair of minor damage to the roadway in completing the Services under this Agreement. Under this Agreement, minor damage is defined as minor scrapes or indentations less than three feet (3') in length and no more than one quarter of an inch (0.25") in depth.
    - b. Naastad is responsible for the repair or replacement of cracked or broken pavement, at its sole cost and expense, to the condition that existed before Naastad commenced the work under this Agreement.
    - c. Naastad's Cost Proposal Form is attached as **Exhibit A**. A map of the temporary approach site is attached as **Exhibit B**.
  - B. **County Road 17 Ditch Cleaning.** Approximately six thousand two hundred (6,200) lineal feet of the east and west roadway ditches of County Road 17, north of County Road 16, and the temporary County Road 17 bypass require cleaning and regrading to facilitate adequate drainage. In providing the services necessary to clean and regrade portions of the County Road 17 roadway ditches:
    - a. Naastad is not responsible for the repair of minor damage to the roadway in completing the Services under this Agreement. Under this Agreement, minor damage is defined as minor scrapes or indentations less than three feet (3') in length and no more than one quarter of an inch (0.25") in depth.
    - b. Naastad is responsible for the repair or replacement of cracked or broken pavement, at its sole cost and expense, to the condition that existed before Naastad commenced the work under this Agreement.
    - c. Naastad is responsible for removing and cleaning any excavation material left on the roadway or shoulder of the roadway at its sole cost and expense. Naastad will inform the Cass County Highway Department upon completion of any and all removal and cleaning of excavation material left on the roadway or shoulder of the roadway.

- d. Naastad's quote for the ditch cleaning along County Road 17 is attached as **Exhibit C**. The Plans & Profiles of the ditch cleaning along County Road 17 are attached as **Exhibit D**.

The Authority, for compensation in addition to those amounts provided in Section 4 hereof, may direct Naastad to perform Services in addition to the above-listed Services. Naastad hereby agrees to provide such Services to the Authority, and the Authority agrees to provide the agreed-upon compensation for such Services.

- 2. Notice to Proceed. Naastad will not commence Services until receipt of a notice to proceed from the Authority. The Authority will not issue a notice to proceed to Naastad until Naastad provides copies of the insurance policies required by this Agreement. Naastad shall complete Services within the time period allotted in the notice to proceed. The project commencement date is scheduled for September 27, 2018, with a project completion date of December 31, 2018.
- 3. Term of Agreement. The term of this Agreement (the "Term") will commence on the Effective Date first written above and terminate on December 31, 2019, subject to earlier termination as provided in this Agreement. The Term may be extended with the prior written consent of both Parties. Either Party may terminate this Agreement, in whole or in part, for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within thirty (30) calendar days of written notice and diligently completes the correction thereafter.
- 4. Compensation and Payment. The Authority agrees to pay the following to Naastad for completion of the Services:

PROJECT:	COST:
Highway 81 Temporary Approach Removal	\$5,060.00
County Road 17 Ditch Cleaning	\$25,796.40
<b>Total:</b>	<b>\$30,856.40</b>

In the event the Authority directs Naastad to perform additional Services pursuant to Section 1 hereof, the Authority agrees to compensate Naastad accordingly for those additional Services.

- 5. Invoicing.
  - A. Naastad shall deliver invoices to the Authority on the fifteenth day (15<sup>th</sup>) day of each month for all Services provided. Naastad must review each invoice before it is sent to the Authority to determine its accuracy and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Authority for the following month.

- B. Naastad must submit each original invoice to:

Metro Flood Diversion Authority  
c/o Nathan Boerboom  
[N.Boerboom@cityoffargo.com](mailto:N.Boerboom@cityoffargo.com)

and

[APIInvoicesFMDiv@ch2m.com](mailto:APIInvoicesFMDiv@ch2m.com)

- C. Naastad's invoices must be detailed and precise. Naastad's invoices must clearly indicate fees and expenses for the current billing period month and include at least the following information:
- a. Naastad's name and address;
  - b. Naastad's federal employer identification number;
  - c. Unique invoice number;
  - d. Billing period;
  - e. Description of each activity performed for each day in which Services were performed;
  - f. Work order number associated with each activity, in accordance with Task Order Budgetary Breakdown;
  - g. Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Task Order Budgetary Breakdown;
  - h. Total amount of fees and costs "billed to date," including the preceding months;
  - i. Preferred remittance address, if different from the address on the invoice's coversheet; and
  - j. All of the work performed during that billing period, in accordance with the Task Order Budgetary Breakdown.
- D. After the Authority receives Naastad's invoice, the Authority will either process the invoice for payment or give Naastad specific reasons, in writing within fifteen (15) business days, why part or all of the Authority's payment is being withheld and what actions Naastad must take to receive the withheld amount.
- E. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Authority shall pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to Naastad.
- F. Payment does not imply acceptance of Services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, Naastad must credit any payment in error from any payment that is due or that may become due to Naastad under this Agreement.

- G. The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.
- H. If the Authority fails to make payment in full within thirty (30) days of the date due for any undisputed billing, Naastad may, after giving seven (7) days' written notice to the Authority, suspend Services under this Agreement until paid in full, including interest. In the event of suspension of services, Naastad will have no liability to the Authority for delays or damages caused by the Authority because of such suspension.
6. Trade Secrets. Trade secrets include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Authority, which are secret and proprietary to the Authority, and the use, appropriation, or dissemination of which will give the business a competitive advantage (the "Trade Secrets"). Naastad will not disclose, divulge, report, appropriate, disseminate, or use, for any purpose, any Trade Secrets which Naastad has obtained, or will obtain, except as authorized by the Authority under prior written and signed authority or as required by law. These obligations of confidentiality will apply during the Term of this Agreement and will survive indefinitely upon termination of this Agreement.
7. Ownership of Intellectual Property. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement is a "work made for hire" and will be the sole property of the Authority. The use of the Intellectual Property by the Authority will not be restricted in any manner. Naastad may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Authority. Naastad will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
8. Return of Property. Upon termination of this Agreement or expiration of its Term, Naastad will return to the Authority any property, documentation, records, or confidential information which is the Authority's property.
9. Capacity/Independent Contractor. In providing the Services under this Agreement, Naastad is acting as an independent contractor and not as an employee. Naastad and the Authority acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Authority is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for Naastad during the Term. Naastad is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to Naastad under this Agreement.



10. Indemnification. Naastad agrees to release, hold harmless, defend, and indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, CH2M Hill Engineering, Inc. (now Jacobs), Houston-Moore Group, LLC (now AE2S), and the State of North Dakota, and expressly assumes all risk of personal injury, death, and property damage or loss, from whatever cause, arising out of the performance of any obligation under this Agreement or incurred in connection with this Agreement. Such obligation shall extend to any risk, damage, or loss incurred through the action or failure to act of Naastad's employees, subcontractors, agents, assignees, or invitees, or any employees, subcontractors, agents, assignees, or invitees of Naastad's agents. Naastad's obligation to indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, CH2M Hill Engineering, Inc. (now Jacobs), Houston-Moore Group, LLC (now AE2S), and the State of North Dakota shall include, but is not limited to: any and all claims, demands, liabilities, causes of action, penalties, losses, costs, damages, and expenses, including reasonable investigation and attorneys' fees and expenses and court costs, that may arise against or incurred by the Authority or the State of North Dakota in any way related to, caused by, or arising out of or in connection with the subject matter of this Agreement. Naastad shall not be required to indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, CH2M Hill Engineering, Inc. (now Jacobs), Houston-Moore Group, LLC (now AE2S), or the State of North Dakota for claims, liabilities, damages, losses, or expenses caused by wrongful acts or omissions of the entities, their agents, or their employees. The provisions of this Section shall survive the Term or any termination of this Agreement.
11. Insurance. Naastad agrees to maintain and shall cause its subcontractors to maintain the following insurance coverage in relation to their performance of the Services provided under this Agreement:
- A. Commercial General Liability ("CGL") Insurance with combined single limits of \$1 million per occurrence and \$2 million in the aggregate;
  - B. Automobile Liability Insurance for claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle with a combined single limit of \$1 million; and
  - C. Workers' Compensation Insurance in the amount required by law.

The Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, CH2M Hill Engineering, Inc. (now Jacobs), Houston-Moore Group, LLC (now AE2S), and the State of North Dakota shall be added as additional insureds to any policy. The CGL policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the Authority. The insurance certificate shall contain a provision that coverage afforded under the policy evidenced by such certificate will not be cancelled or changed without at least thirty (30) calendar days' prior written notice to the Authority. Naastad shall deliver certificates of insurance to the Authority evidencing the existence of such policy within twenty-eight (28) calendar days from the effective date of this Agreement.

12. Performance. Each Party will perform its respective obligations under this Agreement and do everything necessary to ensure that the terms of this Agreement take effect.
13. Dispute Resolution. The Authority and Naastad shall endeavor to resolve claims, disputes, and other matters in question between them through non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Practices in effect on the effective date of this Agreement. A request for non-binding mediation shall be made in writing, delivered to the other Party to this Agreement and filed with person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cass County, North Dakota, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through non-binding mediation pursuant to this Section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.
14. Modification. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
15. Notice. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

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

If to Naastad:            Ben Naastad  
                                  Naastad Brothers, Inc.  
                                  1755 149<sup>th</sup> Avenue NE  
                                  P.O. Box 206  
                                  Hatton, ND 58240-0206

The Parties may confirm in a prior written and signed writing to change or waive their notice address. Any notice given under this Agreement shall be deemed properly delivered (a) immediately upon being served personally, (b) five (5) calendar days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

16. Time of Essence. Time is of the essence in the execution and performance of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
17. Good Faith, Fair Dealing, and Cooperation. The Parties affirmatively represent that they are entering into this Agreement in good faith, complete cooperation, due diligence, and honesty, and with the full and complete intention to uphold the provisions of this Agreement. The Parties agree to deal fairly and cooperate with the other party regarding the purpose of this Agreement. The Parties must perform their obligations under this Agreement with reasonable skill and diligence and may not intentionally interfere with or prevent the other Party's performance of its obligations under this Agreement. The Parties will seek to resolve any dispute arising under or in connection with this Agreement through cooperation.
18. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action, or other right.
19. Assignment. Naastad will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Authority.
20. Merger. This Agreement constitutes the entire agreement between the Parties. All negotiations and previous agreements or conditions concerning the subject matter of this Agreement are merged into this Agreement. This Agreement contains no representation, warranty, or collateral condition except as expressly provided for in this Agreement.
21. Benefit. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
22. Interpretation. This Agreement shall be interpreted so as to enforce its purpose and the Parties' mutual intentions to the fullest extent allowable under law and equity. The headings and titles of this Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and neuter and vice versa.
23. Choice of Law and Forum. This is a North Dakota contract which shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action arising from or in connection to this Agreement shall find its forum and be venued in a district court in Cass County, North Dakota.
24. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

25. Remedies and Waiver. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
26. Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.
27. Representations. Each of the Parties hereto represents and warrants to the other that the Party executing this Agreement has the authority to do so, knowing that each of the other Parties to this Agreement are acting in reliance upon such representation. The provisions of this Section shall survive the termination of this Agreement.
28. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.
29. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall not be effective until a counterpart has been signed by each Party to be bound by it. Signatures provided by electronic transmission or facsimile shall be deemed as valid as original signatures.
30. Force Majeure. Naastad is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Naastad.
31. Claims Prosecution Agreements. If Naastad employs subcontractors or sub-subcontractors, Naastad agrees to manage, monitor, and supervise the subcontractors and sub-subcontractors, including any claims the subcontractors or sub-subcontractors may have against the Authority or its agents, representatives, or employees. Naastad specifically agrees that it will not enter into any claims prosecution agreements with its subcontractors or sub-subcontractors. Claims prosecution agreements are strictly prohibited under this Agreement. Naastad agrees and acknowledges that it has read and understands the importance of this section.

*(Remainder of page intentionally left blank.)*

This Agreement is executed the day and year above noted.

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: \_\_\_\_\_  
Del Rae Williams, Chair  
Diversion Authority Board

By: \_\_\_\_\_  
Michael J. Redlinger, Co-Executive Director  
Metro Flood Diversion Authority

By: \_\_\_\_\_  
Robert W. Wilson, Co-Executive Director  
Metro Flood Diversion Authority

NAASTAD:

Naastad Brothers, Inc.

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

Its: \_\_\_\_\_

**EXHIBIT A**

**HIGHWAY 81 TEMPORARY APPROACH REMOVAL COST PROPOSAL FORM**

Received August 21, 2018

COST PROPOSAL FORM

Fargo-Moorhead Diversion Project  
WP-43

Hwy 81 Approach Removal

Hwy 81, Oxbow, North Dakota

Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Total Line Item Amount (\$)
1	Excavation - remove road approach to existing ditch grade and place excavated material (road bed and fill) in adjacent borrow area. Rough grade stockpiled material (maximum height is 6-feet with 4:1 slopes).	CY	80.0	27.50	2200.00
2	Topsoil - if directed by Engineer, install 6-inches of topsoil (from adjacent borrow area) over footprint of road approach.	CY	60.0	16.00	960.00
3	Culvert Removal - remove and dispose of culvert.	LF	60.0	15.00	900.00
4	Seeding and mulching - furnish and install NDDOT Class II seed and mulch the ditch (former road approach) and stockpiled material areas.	ACRE	0.2	5000.00	1000.00
Total - All Line Items					\$ 5060.00

Mobilization, demobilization, permits, fees, labor, and all other costs to furnish and install the work are incidental to Excavation.

Proposal Submitted by:

Ben Naastad  
Name

701-361-0350

NAASTAD BROTHERS, INC.  
Company

ben@naastadbrothers.com

PO BOX 206, HATTON, ND 58240  
Address



**EXHIBIT B**

HIGHWAY 81 TEMPORARY APPROACH REMOVAL SITE MAP



**EXHIBIT C**

**COUNTY ROAD 17 DITCH CLEANING QUOTE**



PO Box 206 - 1755 149th Avenue NE  
Hatton, ND 58240

Phone (701) 543-3821  
Fax (701) 543-9813

September 19, 2018

Jacobs Engineering Group, Inc.  
Attn: John Glatzmaier  
630 1<sup>st</sup> Avenue North, Apt. 507  
Fargo, ND 58102

Subject: Revised FMDA – CR-17 Ditch Cleaning

John,

Naastad Brothers, Inc. is pleased to quote the work for the above mentioned project. Our quotation is based on the information provided in emails and phone discussions, along with the information gathered during my site visit on September 5, 2018. The breakdown is as follows:

No.	Description	Quantity	Unit	Unit Price	Total
1	Ditch Cleaning	6216.0	LF	\$4.15	\$25,796.40

**NOTES:**

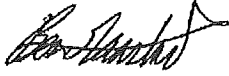
1. No bonding included, if required add 1.5%.
2. No addenda recognized.
3. Surveying, seeding, erosion control, permitting, testing, culvert cleaning and restoration items not included.
4. Assumes all work will be completed with one mobilization.
5. We received the GPS files for use in our equipment. We will need 5 control points established in the nearby area to set up and calibrate our system. These will have to be set by the owner prior to us beginning work.
6. Work to be authorized within 2 weeks of submission deadline to ensure completion of the work before freezing of the ground.
7. We were able to visit with one of the owners and confirmed it would be fine for us to access the project from their property. No spoil would be allowed, so that will need to be thrown on the ditch fore slope. We visited with the other land owner and were unable to confirm what the options were. We included dollars to cover the traffic control needed to execute the work from the roadway/roadside ditch slope.
8. We are assuming that the corn to the west and the soybeans to the east will be harvested in the next few weeks. This will need to be complete prior to us mobilizing.
9. As noted in the plans the excavated spoil can be leveled on the available ROW, therefore trucking was not included.
10. Assumed we will not be held responsible to any minor damages to roadway surfaces due to the work of the project.

We would also not want to be held responsible for any damages to the roadway surfaces due to us working off the roadway to clean the ditches. Now with the revised plans showing the ROW, it is clear that roughly half of the spoil will need to be put on the inside ditch slope, which will require a little extra effort.

FMDA Ditch Cleaning  
9/19/2018

If you have any questions, please don't hesitate to give me a call at (701) 361-0350. Thanks for the opportunity to quote this work.

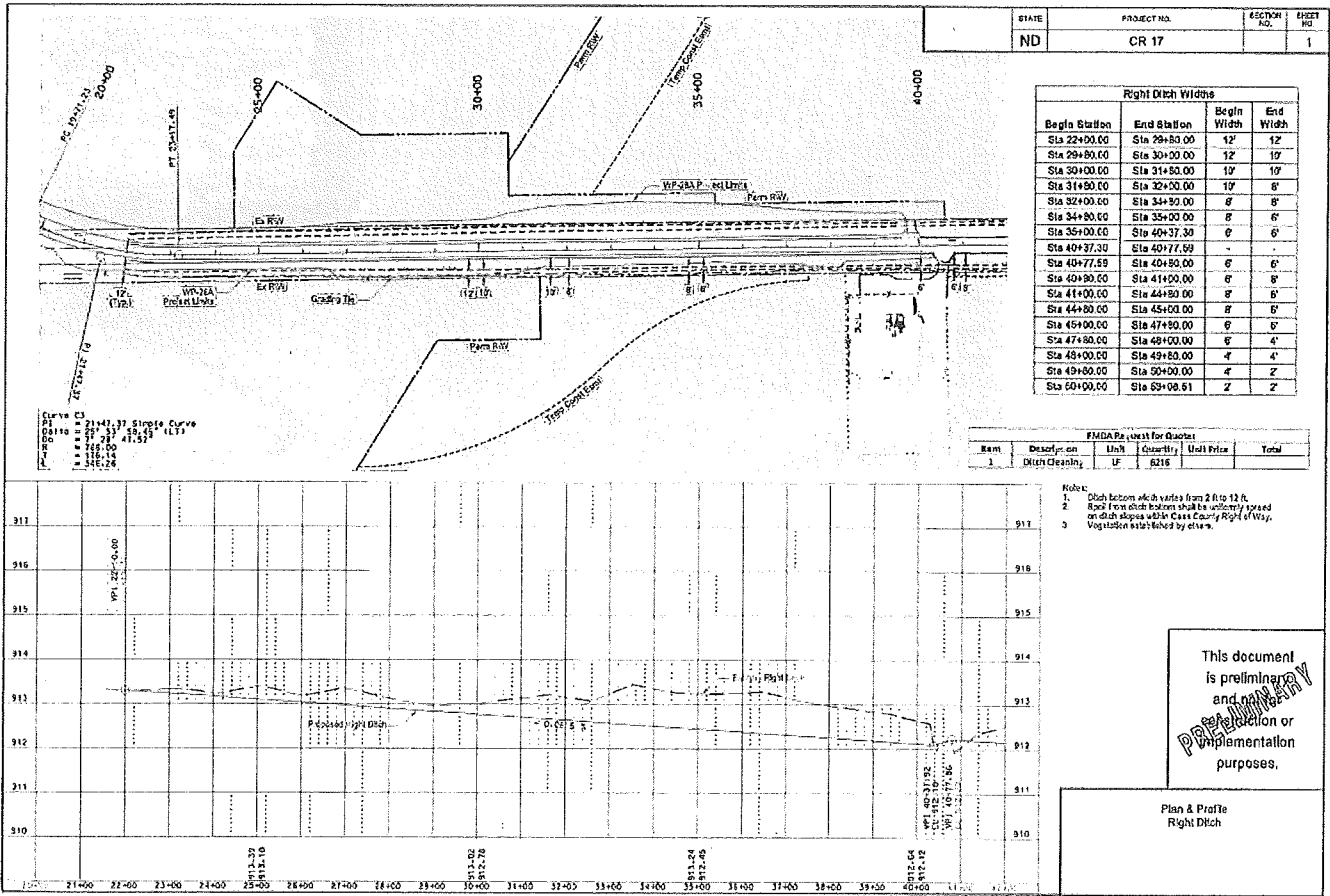
Regards,

A handwritten signature in black ink, appearing to read "Ben Naastad", with a stylized flourish at the end.

Ben Naastad, P. E.  
Project Manager

**EXHIBIT D**

**COUNTY ROAD 17 DITCH CLEANING PLANS & PROFILES**



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CR 17		1

Right Ditch Widths			
Begin Station	End Station	Begin Width	End Width
Sta 22+00.00	Sta 28+50.00	12'	12'
Sta 29+00.00	Sta 30+00.00	12'	10'
Sta 30+00.00	Sta 31+50.00	10'	10'
Sta 31+00.00	Sta 32+50.00	10'	8'
Sta 32+00.00	Sta 33+50.00	8'	8'
Sta 34+00.00	Sta 35+00.00	8'	6'
Sta 35+00.00	Sta 40+37.30	6'	6'
Sta 40+37.30	Sta 40+77.59	-	-
Sta 40+77.59	Sta 40+50.00	6'	6'
Sta 40+50.00	Sta 41+50.00	6'	6'
Sta 41+00.00	Sta 44+50.00	6'	6'
Sta 44+00.00	Sta 45+00.00	6'	6'
Sta 45+00.00	Sta 47+50.00	6'	6'
Sta 47+00.00	Sta 49+00.00	6'	4'
Sta 48+00.00	Sta 49+00.00	4'	4'
Sta 49+00.00	Sta 50+00.00	4'	2'
Sta 50+00.00	Sta 59+00.61	2'	2'

FIMDA Price List for Quotes				
Item	Description	Unit	Quantity	Total
1	Ditch Cleaning	LF	6216	

- Notes:
- Ditch bottom slope varies from 2 ft to 12 ft.
  - Top of ditch bottom shall be uniformly spread on ditch slopes with Class County Right of Way.
  - Vegetation established by others.

This document is preliminary and for information or implementation purposes.

Plan & Profile Right Ditch



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CR 17		2

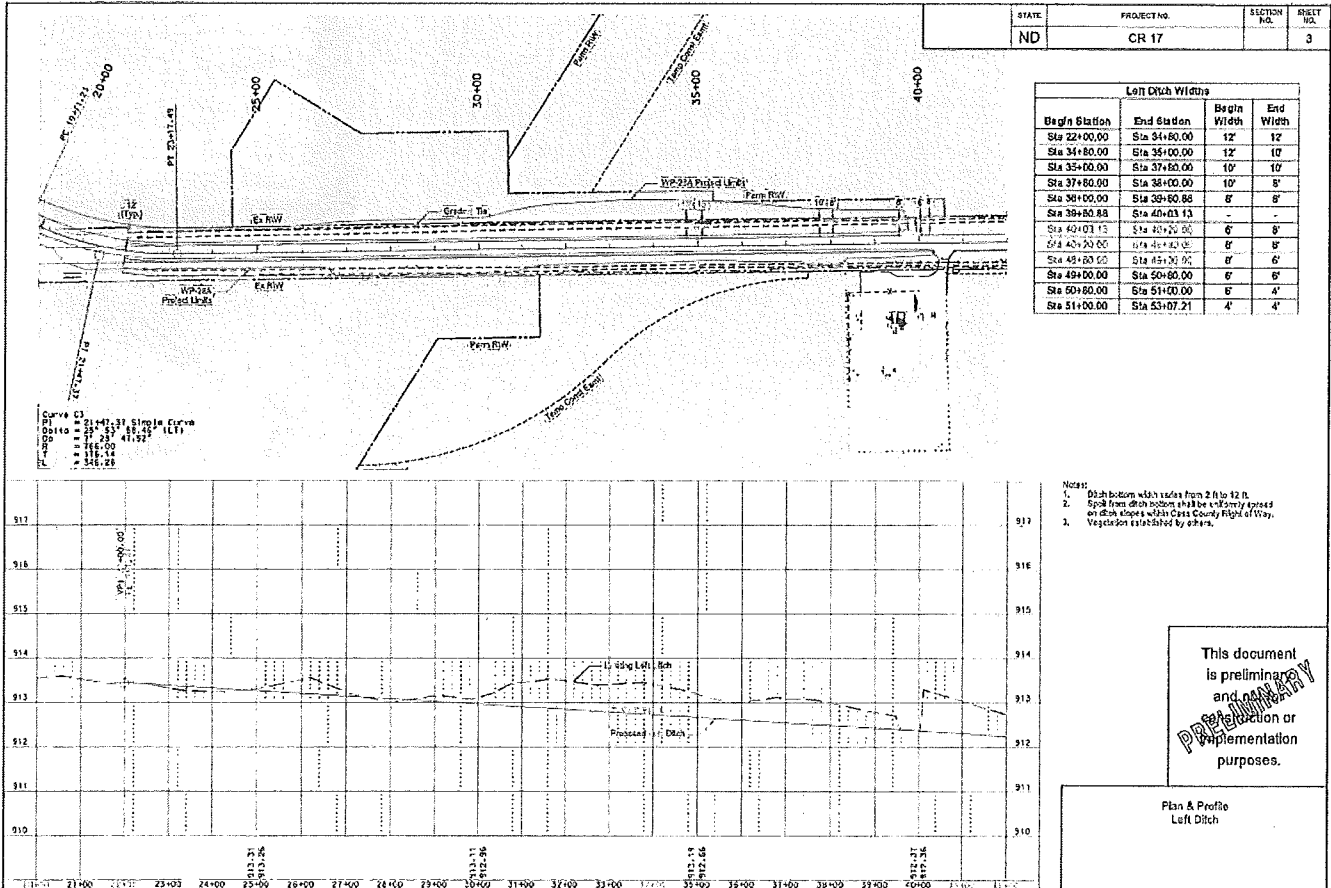
Right Ditch Widths			
Begin Station	End Station	Begin Width	End Width
Sta 22+00.00	Sta 23+80.00	12'	12'
Sta 23+80.00	Sta 29+00.00	12'	10'
Sta 29+00.00	Sta 31+00.00	10'	10'
Sta 31+00.00	Sta 32+00.00	10'	8'
Sta 32+00.00	Sta 34+00.00	8'	8'
Sta 34+00.00	Sta 35+00.00	8'	6'
Sta 35+00.00	Sta 40+37.30	6'	6'
Sta 40+37.30	Sta 40+77.59	6'	6'
Sta 40+77.59	Sta 40+80.00	6'	6'
Sta 40+80.00	Sta 41+00.00	6'	6'
Sta 41+00.00	Sta 44+80.00	6'	6'
Sta 44+80.00	Sta 45+00.00	6'	6'
Sta 45+00.00	Sta 47+80.00	6'	6'
Sta 47+80.00	Sta 48+00.00	6'	4'
Sta 48+00.00	Sta 49+80.00	4'	4'
Sta 49+80.00	Sta 50+00.00	4'	2'
Sta 50+00.00	Sta 53+08.61	2'	2'

- Notes:
- Ditch bottom width varies from 2 ft to 12 ft.
  - Spill from ditch bottom shall be uniformly across on ditch slopes within State County Right of Way.
  - Vegetation established by others.

This document is preliminary and not for construction or implementation purposes.

Plan & Profile Right Ditch





STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CR 17		3

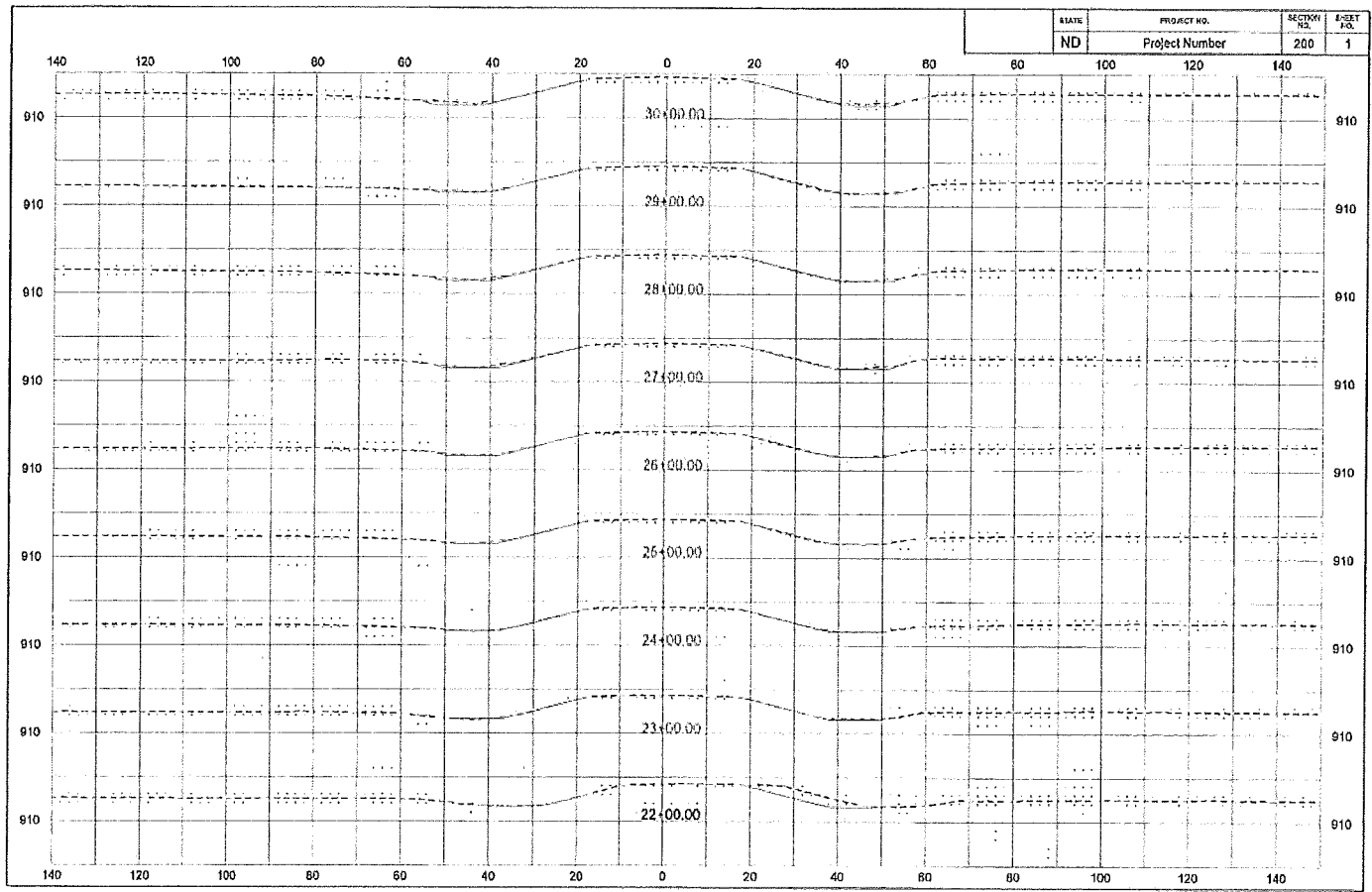
Curve  
 PT 20+00.00  
 20+00.00  
 21+47.37  
 23+51.57  
 25+51.57  
 27+51.57  
 29+51.57  
 31+51.57  
 33+51.57  
 35+51.57  
 37+51.57  
 39+51.57  
 41+51.57  
 43+51.57  
 45+51.57  
 47+51.57  
 49+51.57  
 51+00.00

- Notes:
- Ditch bottom with sides from 2 ft to 12 ft.
  - Spill from ditch bottom shall be 13.2% spread on ditch slopes within Class County Right of Way.
  - Vegetation established by others.

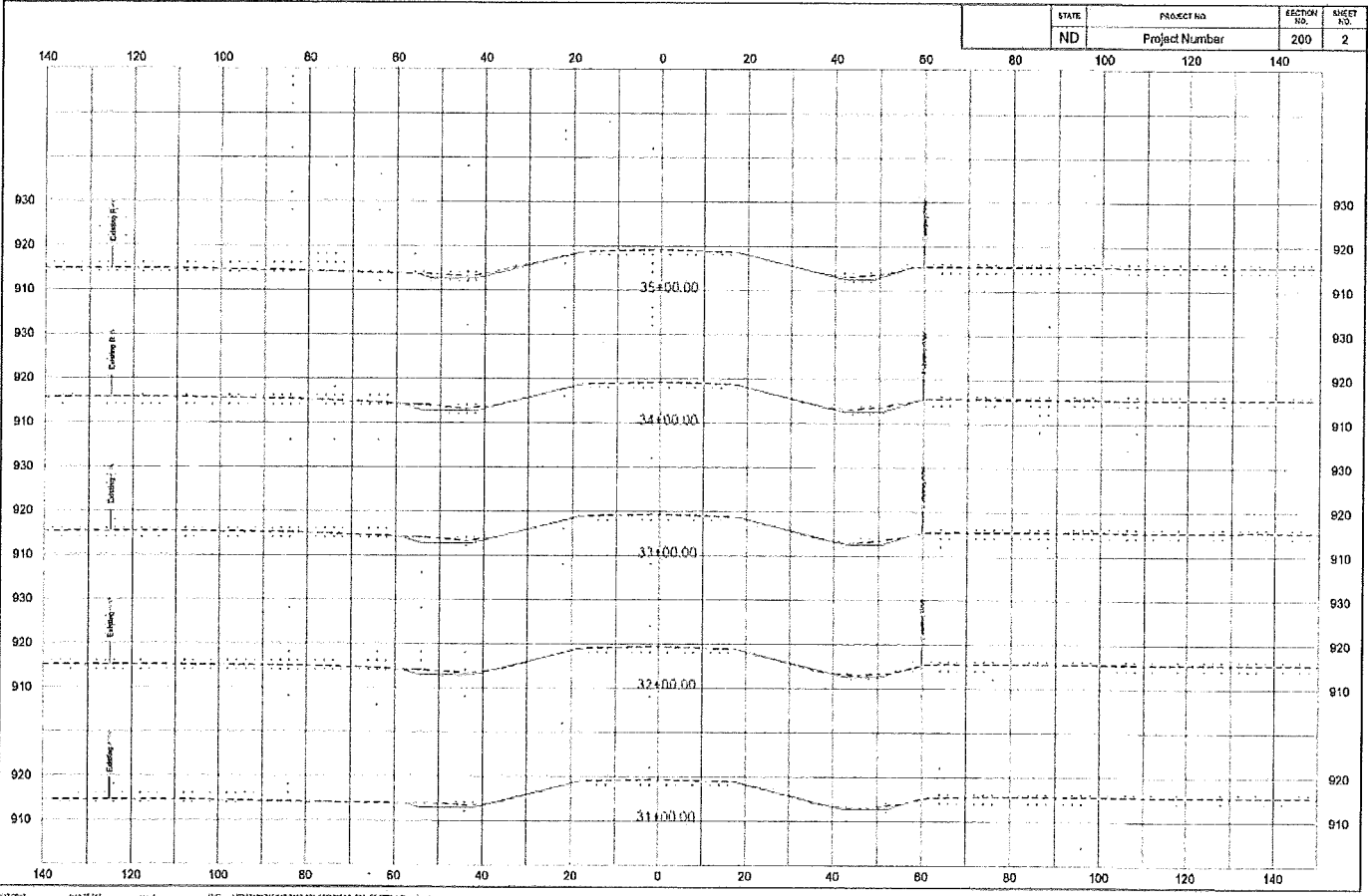
This document is preliminary and not for construction or implementation purposes.

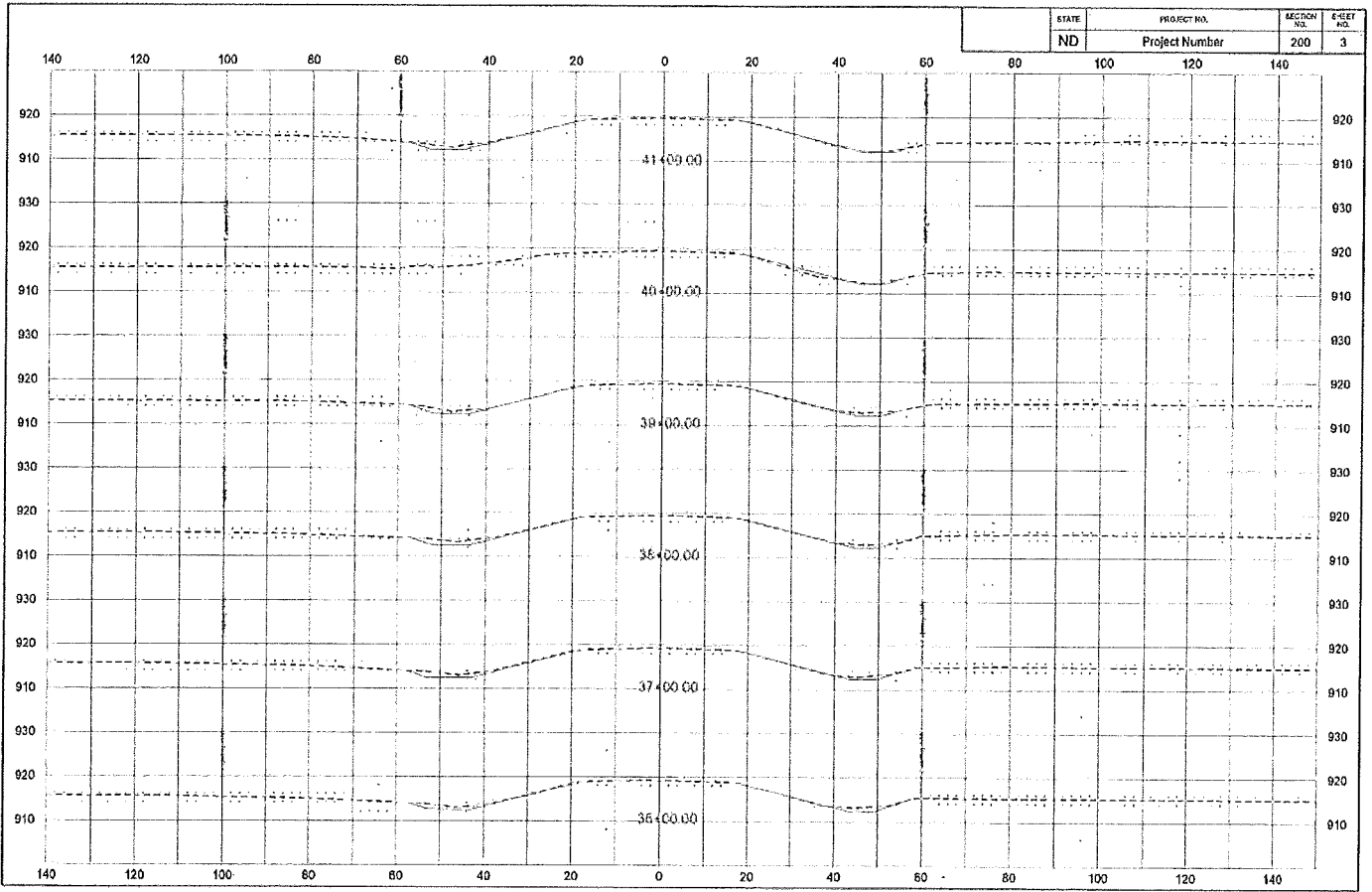
Plan & Profile Left Ditch



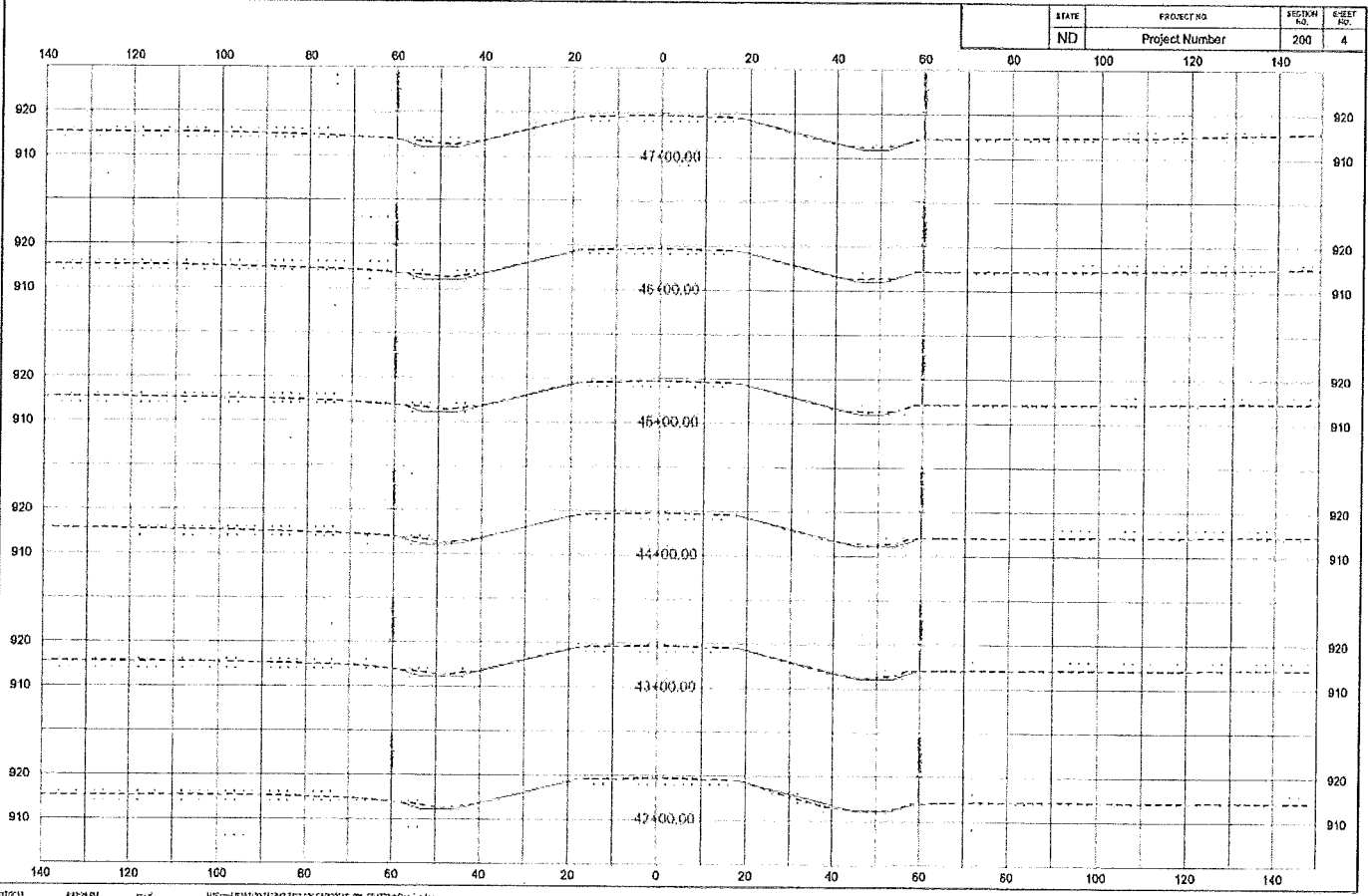


STATE	PROJECT No	SECTION No.	SHEET No.
ND	Project Number	200	2





STATE	PROJECT NO	SECTION NO.	SHEET NO.
ND	Project Number	200	4



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STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	Project Number	200	5

