



DIVERSION AUTHORITY BOARD MEETING
FARGO CITY COMMISSION CHAMBERS
FARGO, NORTH DAKOTA
THURSDAY, JANUARY 30, 2020
3:30 P.M.

1. Call to order
2. Election of Vice Chair and Designation of Secretary Action
3. Approve minutes from previous meeting Item 3. Action
4. Approve order of agenda Action
5. Executive Director report Item 5. Information
6. Army Corps of Engineers project update Information
7. Administrative/Legal Information/action
 - a. Update on WIFIA action
 - b. Adopt meeting schedule for 2020 Item 7b.
 - c. Approve committee appointments Item 7c.
8. Public Outreach Information
 - a. Committee report
 - b. Business Leaders Task Force update
9. Land Management Information/action
 - a. Committee report
 - b. Property status report Item 9b.
10. Finance Information/action
 - a. Financial report Item 10a.
 - b. Voucher approval Item 10b.
 - c. Recommended contracting actions Item 10c.
 - Master Services Agreement – Jacobs
 - Task Order 23 Amendment 3 – Houston-Moore Group
 - Task Order 26 Amendment 3 – Houston-Moore Group
11. Other Business Item 11a.
 - a. Executive Session Policy Item 11b.
 - b. Travel Reimbursement Policy
 - c. Envision Resilience & Sustainability Program Overview
 - d. Public Private Partnership Overview – Risk Transfer
12. Next Meeting – February 27, 2020
13. Adjournment

**METRO FLOOD DIVERSION AUTHORITY
DECEMBER 19, 2019—3:32 PM**

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, December 19, 2019, at 3:32 PM in the Fargo City Commission Chambers with the following members present: Cass County Commissioner Mary Scherling; Cass County Commissioner Chad Peterson; Cass County Commissioner Rick Steen; Clay County Commissioner Grant Weyland; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Fargo City Commissioner Dave Piepkorn; Moorhead City Mayor Johnathan Judd; Moorhead City Council Member Chuck Hendrickson; Moorhead City Council Member Shelly Carlson; Cass County Joint Water Resource District Manager Dan Jacobson; and West Fargo City Commissioner Mike Thorstad. Clay County Commissioner Kevin Campbell was absent. Also present was Tom Dawson, Chairman of the Chamber Business Leaders Task Force.

2. MINUTES APPROVED

MOTION, passed

Mr. Steen moved and Mr. Weyland seconded to approve the minutes from the November 21, 2019, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

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

4. EXECUTIVE DIRECTOR REPORT

Joel Paulsen, Executive Director, said actual expenditures-to-date are \$515 million. He reviewed information available on the financial dashboard to help track costs in real time.

Mr. Paulsen reviewed contracting items approved by the Executive Director, and task orders approved by the Cass County Joint Water Resource District (CCJWRD). Moorhead Clay County Joint Powers Authority (MCCJPA) did not have any task orders.

Mr. Paulsen discussed activities and achievements, which include bidding for the Hickson Main Avenue storm sewer project, OHB wetland mitigation, and Property Structure Mitigation for Phase B this winter; current construction projects for the 2nd Street South and Main Avenue flood mitigation, OHB pump station and levee, and Property Structure Mitigation for Phase A; development of farmland leases on project-owned lands for 2020; securing remaining rights-of-entry for Southern Embankment design in North Dakota and Minnesota; and planning for Phase 2 Flowage Easement Valuation study pending the Conditional Letter of Map Revision (CLOMR).

Mr. Paulsen discussed short-term priorities, which include the issuance of Draft 4 of the P3 Request for Proposals to Proposers in January and completion of the NDSU Ag Impacts study update to reflect Plan B.

5. CORPS OF ENGINEERS UPDATE

Terry Williams, Project Manager from the Corps of Engineers, was not present today. Mr. Paulsen provided an update, which includes continuing work on the inlet structure; contract award with Ames Construction for the Wild Rice River structure; Red River structure design; and I-29 road raise design.

6. ADMINISTRATIVE/LEGAL UPDATEWIFIA events update

Attorney John Shockley provided a monthly update on the schedule of events associated with the Water Infrastructure Finance and Innovation Act (WIFIA) loan through the Environmental Protection Agency (EPA) and referred to the handout showing the timeline.

Resolution to Reimburse Certain Expenditures from Proceeds of Authority Loans

Mr. Shockley drafted a resolution to authorize the issuance of a declaration of intent to reimburse certain costs from the proceeds of Diversion Authority loans. He said the Internal Revenue Service requires a declaration of official intent in order for the Diversion Authority to reimburse itself through loan proceeds.

MOTION, passed

Mr. Grindberg moved and Mr. Judd seconded to adopt a Resolution Authorizing the Issuance of a Declaration of Official Intent of the Metro Flood Diversion Authority to Reimburse Certain Expenditures from Proceeds of Authority Loans. On roll call vote, the motion carried unanimously.

Extension of MOU with Cass County for HR services

Mr. Shockley said an extension of the interim MOU with Cass County has been drafted for consideration today for human resource related services. Mr. Shockley said the Secretary of State's Office has some concerns with the concept of the county serving as a co-employer. He may be requesting an Attorney General opinion asking whether a political subdivision qualifies as a co-employer. An updated Memorandum of Understanding has been drafted for a two-year term beginning January 1, 2020, through December 31, 2021, that will allow leadership the time to determine the number of staff that will be needed and to sort out technical issues associated with office space, computer services, and budgeting.

MOTION, passed

Mr. Steen moved and Mr. Peterson seconded to approve an extension of the Memorandum of Understanding between Cass County, North Dakota and the Metro Flood Diversion Authority for human resource related services. On roll call vote, the motion carried unanimously.

NuStar Agreement for Re-Routing under Channel

Mr. Shockley said there are a number of utilities that run under the channel and southern embankment. NuStar Pipeline has a gas line that runs across existing right-of-way needed for the channel. An agreement has been drafted to coordinate the planning efforts to relocate the gas line and to outline the payment of costs for work to prepare the applications needed to complete the relocation project. The Finance Committee approved the agreement.

MOTION, passed

Mr. Grindberg moved and Mr. Peterson seconded to approve a contract with NuStar Pipeline Operating Partnership L.P. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATECommittee report

The Public Outreach Committee met on December 18th. Rocky Schneider from the Program Management Consulting team said the committee continued to review the development of a new communications plan for next year with updated goals and objectives. A survey will be sent out to determine a target audience that needs to be focused on to distribute information on the project.

8. LAND MANAGEMENTCommittee report

The Land Management Committee met on December 18th. Mrs. Scherling said work continues with land acquisitions and appraisals.

Property Acquisition Status Report

The Property Acquisition Status Report is updated monthly and shows the status of all parcels required for the project. The information is helpful to understand all the land purchases taking place and to monitor their progress.

9. FINANCE UPDATECommittee report

The Finance Committee met on December 18th. Mr. Grindberg referred to the financial report and said the net cash position is \$92.6 million.

Voucher approval

The bills for the month are with Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion right-of-entry and land acquisitions, OHB levee, and in-town levees; Dorsey & Whitney for legal services; Ohnstad Twichell, P.C. for legal services; Cass County for reimbursement of Executive Director expenses; City of Fargo for complementary in-town flood protection expenses; and North Dakota Water Users Association for annual membership dues.

MOTION, passed

Mr. Grindberg moved and Mr. Hendrickson seconded to approve the vouchers received through December 13, 2019, in the amount of \$8,345,558.55. On roll call vote, the motion carried unanimously.

10. FY2020 CASH BUDGET

Mr. Paulsen said the proposed FY2020 Cash Budget is \$138.5 million. He reviewed the Level 1 Summary and Level 2 Detail budget figures. He discussed available revenue sources through the City of Fargo sales tax, Cass County sales tax, State of North Dakota, State of Minnesota, investment income and miscellaneous income that totals \$138,458,827.

MOTION, passed

Mr. Steen moved and Mr. Judd seconded to approve the FY2020 Cash Budget as presented. On roll call vote, the motion carried unanimously.

11. RECOMMENDED CONTRACTING ACTIONS

Mr. Paulsen reviewed the recommended contracting actions, which were approved by the Finance Committee as follows:

- Industrial Builders, Inc. Change Order 04 (In-Town Levees - 2nd Street South and Main Avenue Flood mitigation)—2nd Street paving, curb and gutter work, additional traffic control, removal of unsuitable material, modification of lift station hatch cover and other miscellaneous items in the amount of \$81,248.63;
- Program Advisor Services, LC Master Services Agreement and Task Order 1—project development and implementation consulting services in the amount of \$650,000;
- Jacobs Master Services Agreement—extension of professional services agreement until March 2, 2020, at no cost to allow the Executive Director time to negotiate the terms of the agreement;
- HMG Master Services Agreement—extension of professional services agreement until March 2, 2020, at no cost to allow the Executive Director time to negotiate the terms of the agreement.

MOTION, passed

Mr. Steen moved and Mr. Peterson seconded to approve the recommended contracting actions as presented. On roll call vote, the motion carried unanimously.

12. FARGO CIVIC CENTER LEASE

Mr. Paulsen has met with the Co-Executive Directors and looked at different spaces to house the Diversion Authority Office. He said the best and most cost effective option is at the Civic Center, which is owned by the City of Fargo. The offices are located on the second floor and are already furnished. He and his staff will have use of a conference room and the former City Commission Chambers for meetings. The cost of the lease is \$840 per month and will go into effect on January 1, 2020.

The Finance Committee discussed whether there is a conflict of interest since Fargo owns the property, and Fargo City Commissioners serve as voting members on the Metro Flood Diversion Authority. Mr. Shockley said there is no personal benefit to the Fargo City Commissioners from the lease, and does not believe there is a conflict of interest.

MOTION, passed

Mr. Judd moved and Mr. Weyland seconded to approve the lease between the City of Fargo and Metro Flood Diversion Authority for office space for the Executive Director and staff at the Civic Center. On roll call vote, the motion carried unanimously.

13. PUBLIC PRIVATE PARTNERSHIP OVERVIEW

Mr. Pauslen will initiate educational sessions with the board regarding the Public Private Partnership (P3) procurement process beginning next month with a new topic to be discussed each month at board meetings throughout the year.

14. OTHER BUSINESS

Mr. Mahoney presented gifts on behalf of the board to Cass County Commissioner Mary Scherling, who has served as Diversion Chair in 2019. He thanked her for her work over the last year. Mrs. Scherling said it has been a privilege and a wonderful challenge, and thanked everyone for their efforts on the project.

15. EXECUTIVE SESSION

North Dakota state law allows the Board to meet in private session to meet with legal counsel to discuss contract negotiations.

MOTION, passed

Mr. Piepkorn moved and Mr. Peterson seconded that the Metro Flood Diversion Authority meet in executive session as authorized by North Dakota Century Code 44-04-19.2 to provide negotiating instructions to its attorney and P3 team regarding the terms and conditions of the draft Project Agreement for the design, construction, finance and operation of the Diversion Channel and Associated Infrastructure. Motion carried.

Diversion Authority Board members and key administrative staff moved to the River Room at 4:18 PM.

The executive session ended, and the meeting was re-opened to the public at 5:52 PM.

16. NEXT MEETING DATE

The next meeting is scheduled for Thursday, January 30, 2020.

17. **ADJOURNMENT**

MOTION, passed

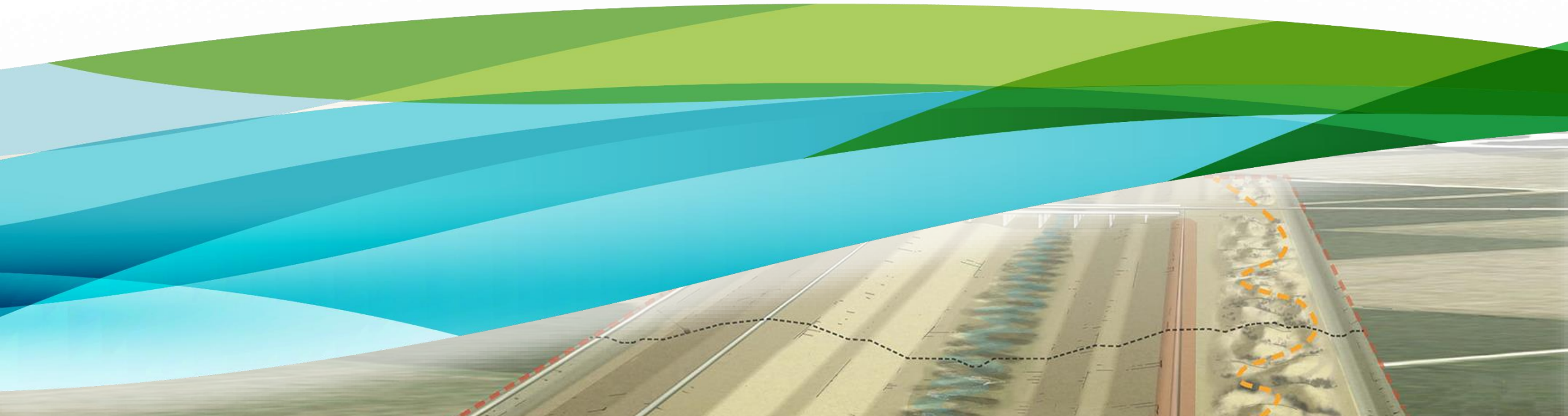
On motion by Ms. Carlson, seconded by Mr. Grindberg, and all voting in favor, the meeting was adjourned at 5:53 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant



Diversion Authority Board Meeting

Executive Director Report
January 30, 2020



Program Controls Report

Overall Program Status

Program Categories Non-Federal Portion	Estimate at Completion (EAC) Millions	Overall Cost to Date As of: 12/27/2019	FY2019 Annual Budget	FY2019 Cost To Date As of: 12/27/2019
P3 Support Services	\$85.51	\$16.46	\$14.95	\$2.17
Milestone Payments to the Developer	\$763.14	\$0.00	\$0.00	\$0.00
Fargo In-Town Projects	\$92.90	\$88.57	\$10.51	\$7.99
Fargo- River Stage 37' Projects	\$99.40	\$12.62	\$40.00	\$12.62
Moorhead- River Stage 37' Projects	\$43.80	\$0.00	\$0.00	\$0.00
Lands and Impacted Property Mitigation	\$416.43	\$207.48	\$67.00	\$28.06
Engineering, Legal, Financial	\$200.37	\$102.36	\$15.66	\$10.13
DA Construction Contingency	\$160.85	\$0.00	\$0.00	\$0.00
3rd Party MOU Mitigation	\$27.32	\$0.00	\$0.00	\$0.00
Net Current Interest / Financing Fees Paid	\$27.95	\$0.00	\$0.00	\$0.00
Designated P3 Channel Bridges	\$23.82	\$0.00	\$0.00	\$0.00
Designated Options and Easements after 2024	\$83.37	\$0.00	\$0.00	\$0.00
Designated 37' River Stage	\$20.33	\$0.00	\$0.00	\$0.00
DA Payment to USACE	\$67.39	\$53.16	\$0.00	\$0.00
Other/Mitigation Construction	\$72.56	\$25.93	\$4.62	\$1.16
Financing Costs				
Short Term Loan Payments	\$329.87	\$21.67	\$10.00	\$10.13
Non-Federal Totals	\$2,515.00	\$528.25	\$162.72	\$72.26
Less Outstanding Accounts Payable		(\$2.26)		
Actual Expenditure To Date		\$525.99		

Program Controls Report - Dashboard



CCJWRD-Approved Contract Items

Description	Company	Budget Estimate (\$)
<i>Task Orders – Cass County Joint Water Resource District</i>		
Task Order 2, Amendment 1 – Property Appraisal Services	Crown Appraisals	\$9,000
Task Order 2, Amendment 2 – Property Appraisal Services	Patchin Messner	\$7,500
Task Order 3, Amendment 1 – Property Appraisal Services	Compass Land	(\$11,700)
Task Order 5, Amendment 0 – Property Acquisition Services	HMG (HDR)	\$660,205

Activities and Achievements

In-Town Works Status

- Preparing three projects for bidding (Winter 2020)
 - WP-43D5 – Hickson Main Avenue Storm Sewer - ~\$1M
 - WP-43G – OHB Wetland Mitigation - ~\$1.4M
 - WP-50B – Property Structure Mitigation, Phase B - ~\$300K
- Current projects under construction
 - WP-42E – 2nd St. So. and Main Ave. Flood Mitigation – DELAYED Substantial Completion (Plaza and Lift Station #18 lighting)
 - WP-43CD – OHB Pump Station and Levee – Complete (punch list items)
 - WP-50A – Property Structure Mitigation, Phase A – Substantially Complete (punch list items)

Activities and Achievements

Diversion Channel P3

- Incorporated Stakeholder comments into RFP Draft 4
- Held a hydraulics and hydrology teleconference with USACE and HMG
- Consulted on tributary flows with USACE and City of West Fargo
- Resolved access and security approach, including A+B+C alternates and incorporated in RFP documents
- Resolved Technical/Price Proposal evaluation and incorporated in RFP documents
- Defined and incorporated WIFIA requirements in RFP documents
- Resolved fish passage requirements
- Completed Interim technical submission review and reports; reports to be provided to proposers along with RFP Draft 4

Look Ahead

Short-Term (next 0-3 months)

- Issue Draft 4 of the Request for Proposals to Proposers on February 19th
- Participate in one-on-one meetings with Proposers March 30 to April 3, including meetings with WAPA and tentatively BNSF
- Complete the NDSU Ag Impacts study update to reflect Plan B
- Submit updated Property Rights Acquisition and Mitigation Plan to ND Office of State Engineer for approval
- Anticipate FEMA approval of CLOMR
- Secure remaining ROEs for Southern Embankment design in both ND and MN
- Negotiate scope for Phase 2 Flowage Easement Valuation
- Initiate bidding phase for WP43D5 (Hickson Main Avenue Storm Sewer)
- Initiate bidding phase for WP50B (Property Structure Mitigation)
- Initiate bidding phase for WP43G (OHB Wetland Mitigation)

Look Ahead

Long-Term (3-6 months out)

- Solidify upstream structure mitigation requirements in coordination with permitting agencies – additional outreach to upstream property owners
- Support legal efforts for the June 2020 Contested Case Hearing
- Issue Draft 5 of the P3 Request for Proposals in May



A stylized blue river logo consisting of a thick, wavy blue line that curves and flows, enclosed within a thin blue circular outline. The background features abstract, flowing shapes in shades of blue and green, suggesting a natural landscape.

FM AREA
DIVERSION
PROJECT



January 2020						
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December 2020						
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PUBLIC MEETINGS

- Board Meeting**
3:30 p.m.
- Committee Meetings**
2 p.m. Outreach
3 p.m. Land Management
4 p.m. Finance
- MCCJPA Board** 1 p.m.
- CCJWRD Board** 8:00 a.m.

Federal Holiday

**RESOLUTION CONFIRMING RECOMMENDATIONS AND APPOINTMENTS TO
DIVERSION AUTHORITY BOARD, FINANCE COMMITTEE,
LAND MANAGEMENT COMMITTEE, AND
PUBLIC OUTREACH COMMITTEE**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on January 30, 2020

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

Member _____ introduced the following resolution and moved for its adoption:

**RESOLUTION CONFIRMING RECOMMENDATIONS AND APPOINTMENTS TO
DIVERSION AUTHORITY BOARD, FINANCE COMMITTEE,
LAND MANAGEMENT COMMITTEE, AND
PUBLIC OUTREACH COMMITTEE**

WHEREAS, the Metro Flood Diversion Authority (the “Diversion Authority”) was established by five (5) member entities through the execution of a Joint Powers Agreement, dated June 1, 2016 (the “Joint Powers Agreement”), for the purpose of executing the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

WHEREAS, Section 5.01 of the JPA establishes the governing body of the Diversion Authority, the Diversion Authority Board, and sets forth its member composition; and

WHEREAS, such member composition consists of individuals appointed by the member entities, as well as two (2) other entities, to the Diversion Authority Board; and

WHEREAS, Section 6.01 of the JPA authorizes the Diversion Authority Board to establish committees to advise the Diversion Authority Board: “The Diversion Authority Board may establish boards and committees to advise the Diversion Authority Board with response to a Project function or activity, to investigate a subject of interest to the Metro Flood Diversion Authority, to perform quasi-judicial functions, or to perform any other task”; and

WHEREAS, Sections 6.02, 6.09, and 6.16 of the JPA create, or continue the establishment of, the Land Management Committee, the Finance Committee, and the Public Outreach Committee; and

WHEREAS, Section 6.04 of the JPA establishes the member composition of the Land Management Committee, Section 6.11 of the JPA establishes the member composition of the Finance Committee, and Section 6.16 of the JPA establishes the member composition of the Public Outreach Committee; and

WHEREAS, pursuant to Sections 6.04, 6.11, and 6.16 of the JPA, the member entities make recommendations for membership and the Diversion Authority Board appoints such members to their respective committees; and

WHEREAS, pursuant to Sections 5.01, 6.04, 6.11, and 6.16 of the JPA, the Diversion Authority Board desires to appoint and confirm members of the Diversion Authority Board, Finance Committee, Land Management Committee, and the Public Outreach Committee.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Metro Flood Diversion Authority:

1. Appointments. The Diversion Authority Board hereby appoints the individuals set forth in Exhibit A attached hereto to the member positions of the Diversion Authority Board, Land Management Committee, the Finance Committee, and the Public Outreach Committee. These individuals will serve in this capacity until resignation or until further action by their respective member entities or the Diversion Authority Board.

2. Effective Date. The above-described appointments will commence immediately.

Dated: January 30, 2020

**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:

Timothy J. Mahoney, Chair

ATTEST:

Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon roll call vote, the following Members voted in favor thereof: _____ . The following were absent and not voting: _____. The following voted against the same: _____. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT A
DIVERSION AUTHORITY BOARD AND COMMITTEES –
APPOINTMENTS AND ASSIGNMENTS

[See the following page.]

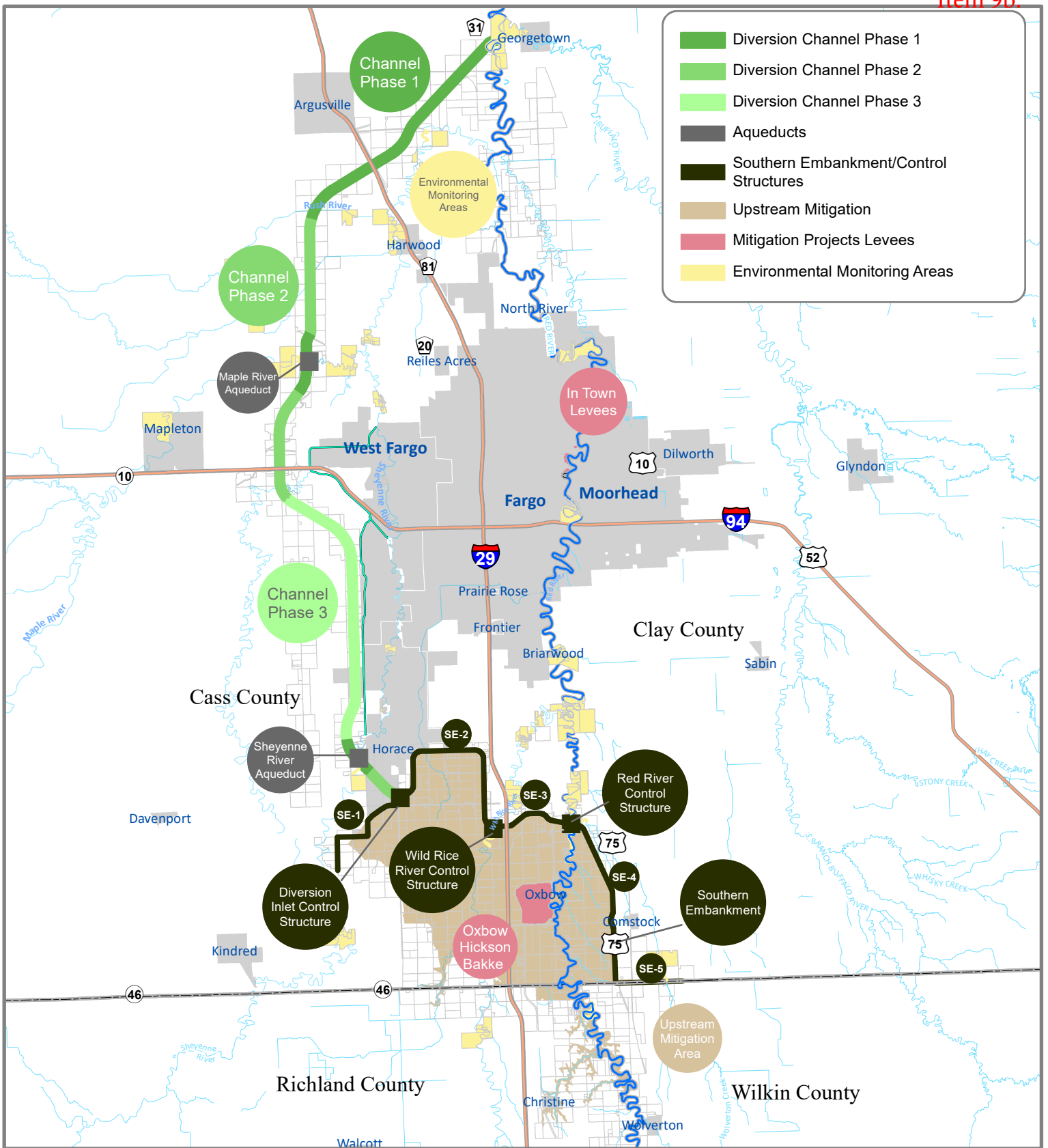
**2020 Diversion Authority Board and Committee Appointments and Assignments
FOR DIVERSION AUTHORITY BOARD APPROVAL**

Board				Finance*			Lands*			Outreach**		
Appointed by:	Additional Criteria	2019	2020	Recommended by:*	2019	2020	Recommended by:*	2019	2020	Representing	2019	2020
Fargo	Fargo Mayor	Mahoney	Mahoney	DA Appoints	Mahoney	<i>Mahoney</i>	DA Appoints	Judd	<i>Judd</i>	Fargo	John Strand	John Strand
Fargo	Fargo Commissioner	Grindberg	Grindberg	DA Appoints	Grindberg	<i>Grindberg</i>	DA Appoints	Campbell	<i>Campbell</i>	Cass	Ken Pawluk	Ken Pawluk
Fargo	Fargo Commissioner	Piepkorn	Piepkorn	Fargo	Gehrig	Gehrig	Fargo	Grubb	Grubb	Cass	Rick Steen	Rick Steen
Moorhead	Moorhead Mayor	Judd	Judd	Fargo	Costin	Costin	Fargo	Boerboom	Boerboom	CCJWRD	Rodger Olson	Rodger Olson
Moorhead	Moorhead Council	Carlson	Carlson	Fargo	Redlinger	Redlinger	Fargo	Strand	Strand	CCJWRD	Jake Gust	Jake Gust
Moorhead	Moorhead Council	Hendrickson	Hendrickson	Moorhead	Hendrickson	Hendrickson	Moorhead	Hendrickson	Hendrickson	West Fargo	Mike Thorstad	Mike Thorstad
Cass County	Cass Commissioner	Scherling	Scherling	Moorhead	McCall	McCall	Moorhead	Zimmerman	Zimmerman	Moorhead	Shelly Carlson	Shelly Carlson
Cass County	Cass Commissioner	Steen	Steen	Cass	Peterson	Peterson	Cass	Scherling	Scherling	Clay	Kevin Campbell	Kevin Campbell
Cass County	Cass Commissioner	Peterson	Peterson	Cass	Steen	Steen	Cass	Breitling	Breitling	Clay	Kevin Campbell	Kevin Campbell
Clay County	Clay Commissioner	Campbell	Campbell	Cass	Montplaisir	Montplaisir	Cass	Kory Peterson	Kory Peterson	Business Task Force		TBD
Clay County	Clay Commissioner	Weyland	Weyland	Clay	Johnson	Johnson	Clay	Mongeau	Mongeau	Business Task Force		TBD
CCJWRD	CCJWRD Manager	Olson	Olson	CCJWRD	Jacobson	Jacobson	CCJWRD	Olson	Olson			
West Fargo	WF Commissioner	Thorstad	Thorstad									
R/W Counties***	R/W Counties	N/A	TBD									

* Membership dictated by the JPA - entity appoints and Diversion Authority Board confirms.
 ** No Membership defined in the JPA
 *** Board position expires 12-31-20 if no member is appointed

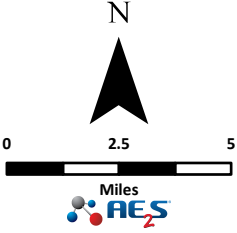
	Chair ****	Vice Chair
2019	Scherling	Campbell
2020	Mayor Mahoney	<i>Minnesotan</i>
2021	Mayor Judd	<i>North Dakotan</i>
2022	<i>Cass County</i>	<i>Minnesotan</i>

**** JPA specifies Chair be Mayor of Fargo, Mayor of Moorhead, and Appointed from Cass Commission - Vice Chair shall be from the opposing State



- Diversion Channel Phase 1
- Diversion Channel Phase 2
- Diversion Channel Phase 3
- Aqueducts
- Southern Embankment/Control Structures
- Upstream Mitigation
- Mitigation Projects Levees
- Environmental Monitoring Areas

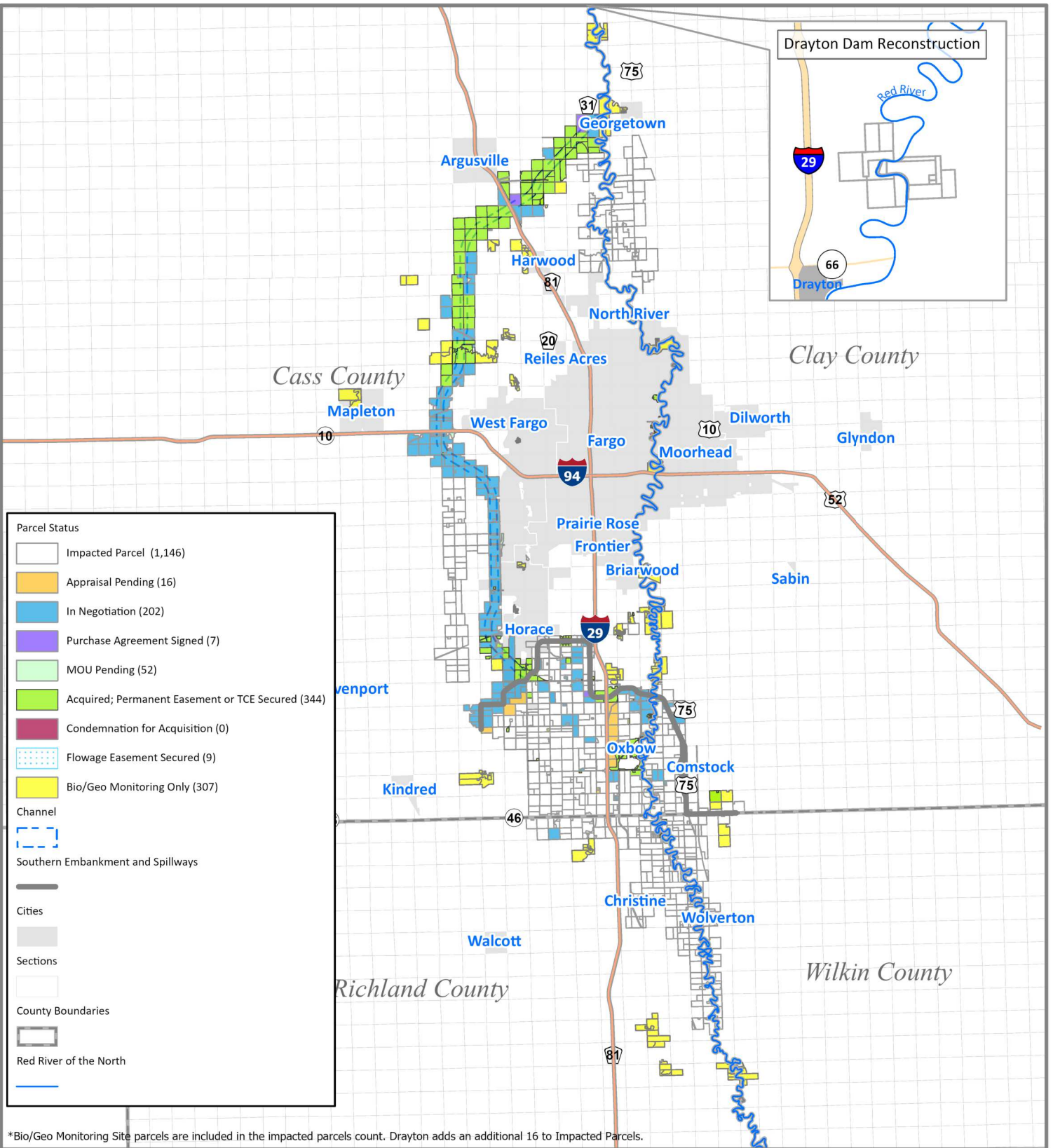
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 UTM Zone 14N | Edited by: hrcords P:\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\PropertyAcquisitionSevenPhaseMap8x11.mxd



FM AREA DIVERSION KEY ACQUISITION AREAS

Map Date: 1/21/2020





*Bio/Geo Monitoring Site parcels are included in the impacted parcels count. Drayton adds an additional 16 to Impacted Parcels.

Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
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PROPERTY ACQUISITION STATUS REPORT

Date: 1/21/2020



Cultural Mitigation Areas

Sheyenne River Site #1

(32-CS-201) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) Complete

Sheyenne River Site #2

(32-CS-5126) Target Completion: Spring 2020



1 parcel total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation will commence Spring 2020

- Appraisal Pending
- In Negotiation
- Agreement Signed
- Acquired Parcel
- Condemnation
- Change from last report

North of Maple River Site

(32-CS-5139) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation complete.

Archaeological Monitoring required during construction.

South of Maple River Site

(32-CS-5127) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) Complete

Drain 14 Site

(32-CS-5135) Target Completion: Spring 2020



1 parcel total

(Part of Channel Phase 2)

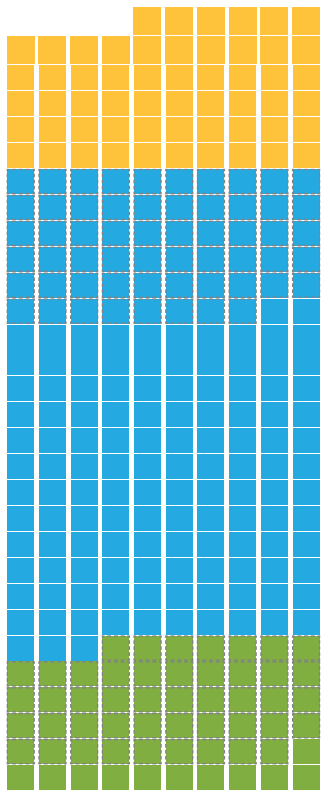
Phase 2 Cultural Investigation in work. Preliminary Cultural Corings will occur Winter 2019/2020. Additional work planned Spring 2020.

Environmental Monitoring Areas (BIOGEO)

North Dakota

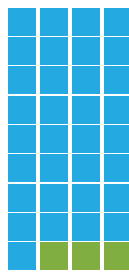
Minnesota

Cass County



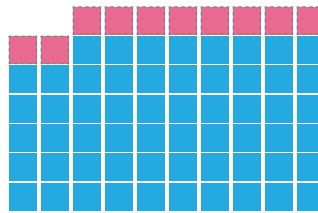
277 parcels total

Richland County



36 parcels total

Clay County



67 parcels total

Wilkin County

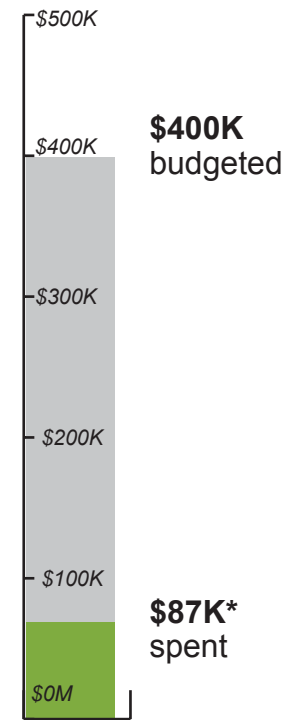


9 parcels total

- Easement Document in Work
- ROE Granted
- USACE Easement Bounds In Work
- Preliminary COS In Work

- In Negotiations
- Bio/Geo Easement Secured
- Change from last report
- On Hold

Hard Costs paid to Property Owners



*includes payments for monuments and easements.

- Budgeted
- Purchase Agreement
- Spent

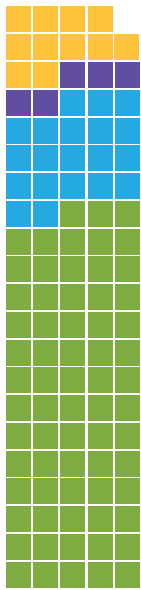
Diversions Channel



Phase 1

(WP LAP01)

Target Completion:
Fall 2020



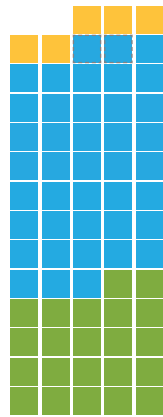
104 parcels total

- 11 Appraisal/MOU Pending
- 20 In Negotiation
- 5 Agreement Signed
- 68 Acquired Parcel/ TCE Secured
- 0 Condemnation
- Change from last report

Phase 2

(WP LAP02)

Target Completion:
Fall 2020



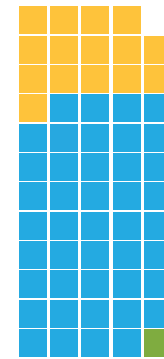
68 parcels total

- 5 Appraisal/MOU Pending
- 41 In Negotiation
- 0 Agreement Signed
- 22 Acquired/TCE Secured
- 0 Condemnation
- Change from last report

Phase 3

(WP LAP03)

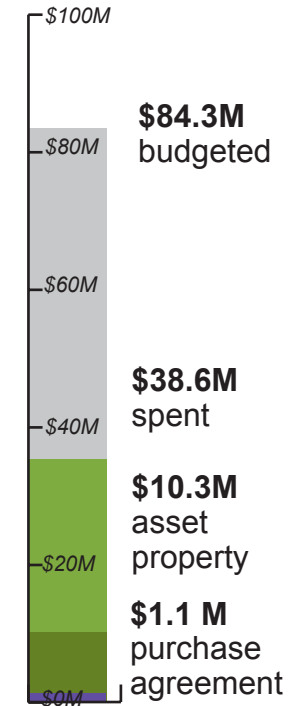
Target Completion:
Fall 2020



59 parcels total

- 15 Appraisal/MOU Pending
- 43 In Negotiation
- 0 Agreement Signed
- 1 Acquired Parcel/TCE Secured
- 0 Condemnation
- Change from last report

Hard Costs paid to Property Owners



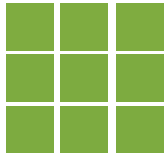
- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Southern Embankment Control Structures

Diversion Inlet Control Structure

(WP 26)

Targeted Completion: Complete



9 parcels total

- 0 Appraisal Pending
- 0 In Negotiation
- 0 Agreement Signed
- 9 Acquired/ TCE Secured
- Condemnation
- Change from last report

Wild Rice Control Structure

(WP 30)

Target Completion: April 17, 2020
for "option" parcels



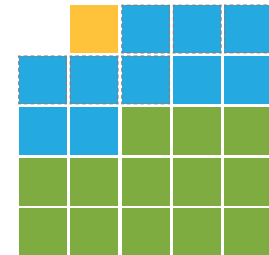
4 parcels total

- 0 Appraisal Pending
- 1 In Negotiation
- 1 Agreement Signed
- 2 Acquired/ TCE Secured
- Changed from last report

Red River Control Structure

(WP 35)

Target Completion: July 2021



24 parcels total

- 1 Appraisal Pending
- 9 In Negotiation
- 0 Agreement Signed
- 13 Acquired/ TCE Secured
- Changed from last report

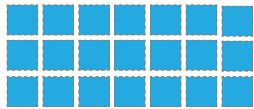
Southern Embankment

Southern Embankment

(WP Reach SE-1 to SE-5 and I29)
Targeted Completion: September 2025

124 parcels total

SE-1 Target Completion: Sept. 2020



SE-2 Target Completion: Nov. 2021 & Oct. 2022



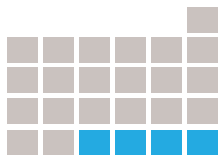
SE-3 Target Completion: Sept. 2025



I29 Target Completion: Sept. 2020



SE-4 Target Completion: Oct. 2023



SE-5 Target Completion: Sept. 2024



ND

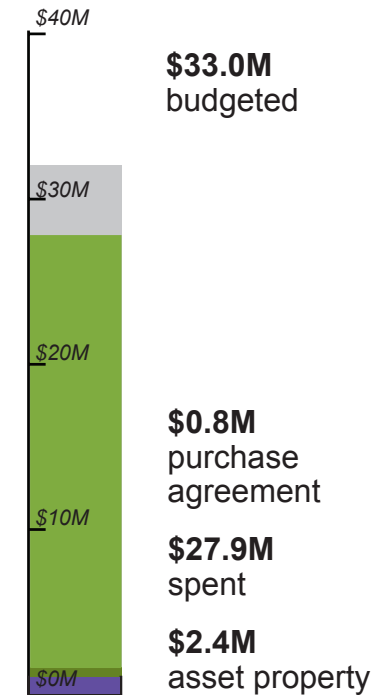
MN

- 10 Appraisal/ MOU Pending
- 32 In Negotiation
- 0 Agreement Signed

- 22 Acquired/ TCE Secured
- 0 Condemnation
- Change from last report

Southern Embankment & Control Structures

Hard Costs paid to Property Owners



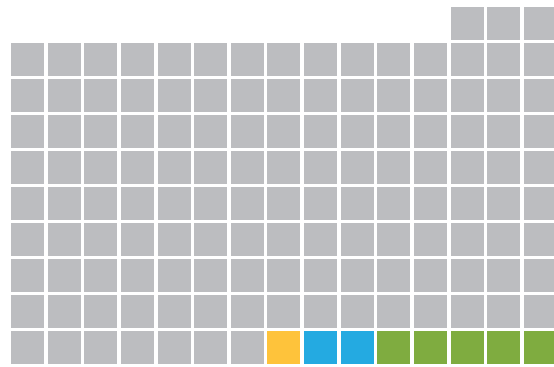
- Budgeted
- Purchase Agreement
- Spent
- Asset Property



Upstream Mitigation Area-MN (UMA)

Flowage Easements without structures (MN)

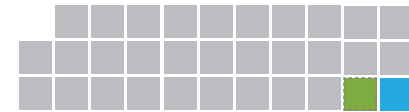
Approximately 138 parcels in MN



- 1 Appraisal/MOU Pending
- 2 In Negotiation
- 0 Agreement Signed
- 5 Flowage Easement Secured
- 0 Condemnation
- Changed

Flowage Easement Structure Sites (MN)

Approximately 32 parcels in MN



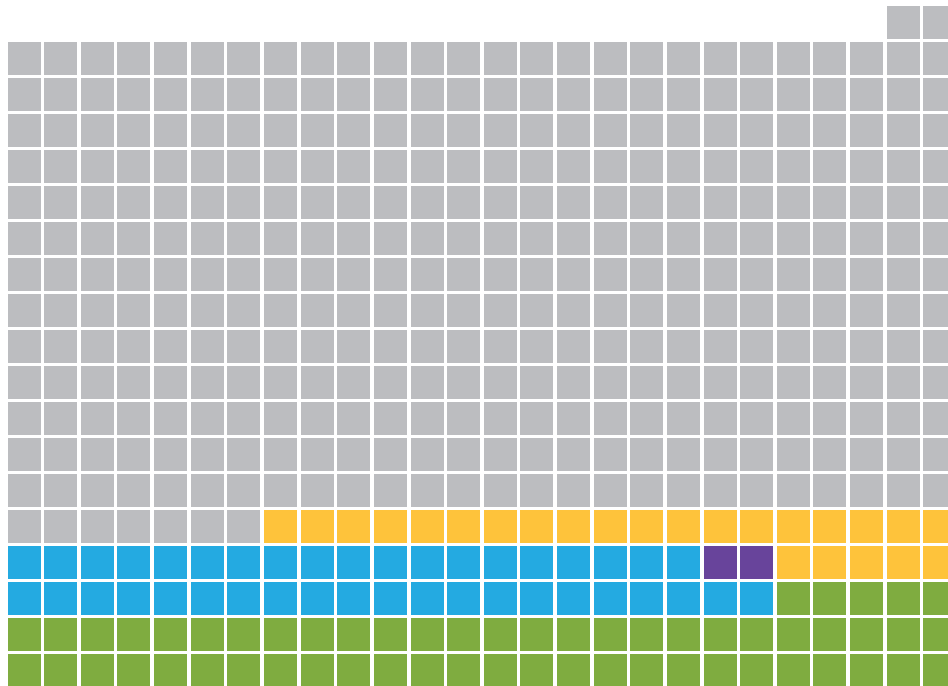
- 0 Appraisal/MOU Pending
- 1 In Negotiation
- 0 Agreement Signed
- 1 Flowage Easement Secured
- Condemnation
- Changed

Upstream Mitigation Area-ND (UMA)



Flowage Easements without structures (ND)

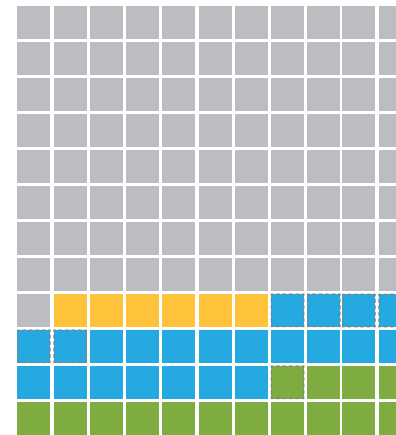
Approximately 471 parcels in ND



- 24 Appraisal/MOU Pending
- 40 In Negotiation
- 2 Agreement Signed
- 57 Flowage Easement Secured
- 0 Condemnation
- Changed

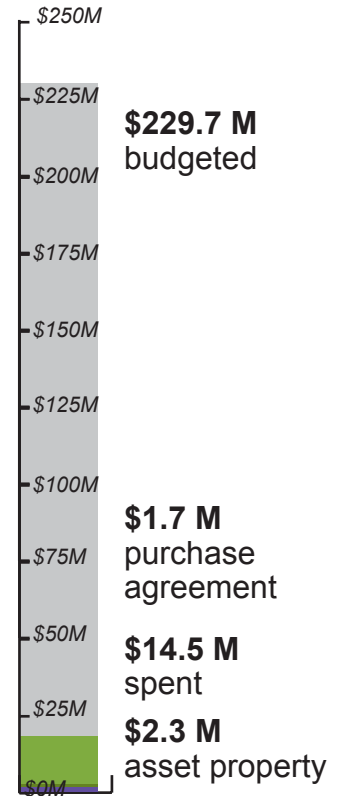
Flowage Easement Structure Sites (ND)

Approximately 132 parcels in ND



- 6 Appraisal/MOU Pending
- 22 In Negotiation
- 0 Agreement Signed
- 15 Flowage Easement Secured
- Condemnation
- Changed

ND + MN UMA Hard Costs paid to Property Owners



- Budgeted
- Purchase Agreement
- Spent
- Asset Property

OHB Projects

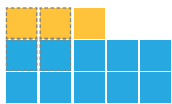


OHB Ring Levee

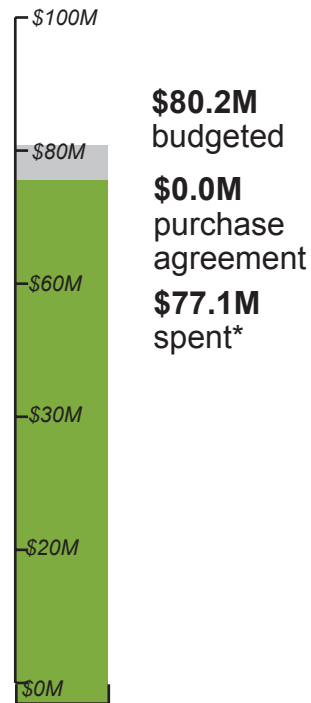
WP 43

Hard Costs paid to Property Owners

Parcels needed for remaining portion of OHB Project.



13 parcels remaining



* Includes parcels purchased outside the OHB Ring Levee

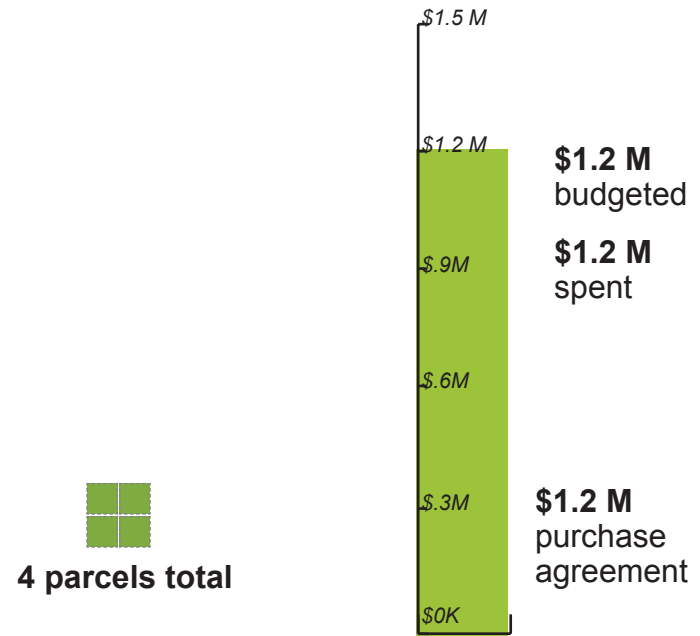
- 3 Appraisal Pending
- 10 In Negotiation
- 0 Agreement Signed
- 0 Acquired Parcel
- 0 Condemnation
- Changed from last report

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Hickson Main Ave ROW

WP 43D5

Hard Costs paid to Property Owners



4 parcels total

- 0 Appraisal Pending
- 0 In Negotiation
- 4 Agreement Signed
- 0 Acquired Parcel
- 0 Condemnation
- Changed from last report

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

FM Metropolitan Area Flood Risk Management Project
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 12/31/19

	2011	2012	2013	2014	2015	2016	2017	2018	2019	Cumulative Totals
Revenues										
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	31,790,784	30,068,553	31,520,242	191,444,740
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	14,193,826	14,066,719	15,181,234	218,009,602
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	23,650,143	10,229,504	24,057,509	194,815,331
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	-	-	706,805
Reimbursements						33,880	49,699	31,034	22,600	137,213
Lease/Rental Payments			17,358	154,180	180,341	260,806	350,720	466,494	714,292	2,144,191
Asset Sales				616,774	315,892	175,190	117,079	-	-	1,224,935
Interest Income							505,157	1,246,875	1,735,893	3,487,925
Miscellaneous			226	626	427		-	356	-	1,635
Total Revenues	984,751	17,005,957	19,517,490	44,425,900	94,465,340	235,574,227	70,657,409	56,109,535	73,231,770	611,972,378
Expenditures										
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	-	-	53,159,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	545,555	500,885	958,066	1,023,888	3,995,876
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	2,631,656	2,426,701	2,101,350	32,394,799
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	14,714,801	7,061,890	7,695,009	58,614,551
7925 WIK - Recreation		163,223							40,000	203,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	46,717,049	40,728,316	8,758,761	29,247,106	205,068,487
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	35,457	4,354	5,779	2,222,578
7940 WIK Mitigation - North Dakota				587,180			225,293	100,316	12,357	925,146
7941 WIK Mitigation - Minnesota										
7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	5,976,235	805,378	20,190,969	90,244,190
7951 Construction - Minnesota										
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	7,365,462	7,478,270	551,851	32,498,808
7955 Construction Management				556,209	2,867,422	5,182,366	1,498,050	294,744	706,544	11,105,335
7980 Operations & Maintenance							6,403	28,538	41,493	76,435
7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	8,305,600	9,975,391	10,641,330	35,260,586
7995 Project Eligible - Off Formula Costs										
7999 Non Federal Participating Costs	116						221,568			221,684
Total Expenditures	984,750	17,005,957	11,990,261	45,324,414	95,896,147	161,199,358	83,439,726	37,892,409	72,257,675	525,990,697

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
December 31, 2019

	<u>Amount</u>
Assets	
Cash	\$ 83,356,055
Receivables	
State Water Commission *	3,699,516
Proceeds from Oxbow Lot Sales	499,674
Total assets	<u>87,555,245</u>
Liabilities	
Retainage payable	1,571,064
Rent Deposit	2,500
Total liabilities	<u>1,573,564</u>
NET POSITION	<u>\$ 85,981,681</u>

* Receivable balance is as of 10.31.2019

FM Metropolitan Area Flood Risk Management Project
 FY 2019 Summary Budget Report (In Thousands)
 As of 31 Dec 2019

	2019 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	2,024	31,520			
Cass County	-	1,491	15,181			
State of ND - 50 % Match	-	-	11,664			
State of ND - 100% Match	-	-	12,394			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
Financing Proceeds	-	70	1,745			
Reimbursements	-	-	23			
Sales of Assets	-	-	-			
Property Income	-	3	714			
Miscellaneous	-	-	-			
Total Revenue Sources	162,723	3,588	73,241	-	-	89,482
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	14,948	458	2170	0%	3,956	8,822
Southern Embankment & Assoc. Infrastructure	1,136	21	887	78%	1,637	(1,388)
Other Mitigation Projects	3,960	15	906	23%	649	2,406
In-Town Flood Protection	50,509	1,977	20612	41%	1,128	28,769
Enabling Work / Other	656	-	259	0%	-	397
Land Acquisition & Mitigation	66,519	6,836	27869	42%	55,925	(17,274)
Engineering & Design Fees	3,813	113	2088	55%	3,652	(1,928)
Program Management	11,154	662	7299	65%	80,908	(77,054)
Contingency	-	-	0	0%	-	-
Debt Service	9,996	163	10126	101%	284	(415)
Maintenance	32	-	41	130%	-	(9)
Total Appropriations	162,724	10,245	72,258	44%	148,141	(57,675)

METRO FLOOD DIVERSION AUTHORITY

Wednesday, January 15, 2020

Data Through Date: Tuesday December, 31 2019

Summary of Expenses

EXP-2019-12

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7910-429.11-00	12/26/2019	301343	CASS COUNTY FINANCE	\$16,250.00	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salary				\$16,250.00			
790-7910-429.20-01	12/26/2019	301343	CASS COUNTY FINANCE	\$1,330.00	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$1,330.00			
790-7910-429.20-03	12/26/2019	301343	CASS COUNTY FINANCE	\$40.00	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$40.00			
790-7910-429.21-01	12/26/2019	301343	CASS COUNTY FINANCE	\$963.57	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Employee Benefits / FICA 6.2%				\$963.57			
790-7910-429.21-02	12/26/2019	301343	CASS COUNTY FINANCE	\$225.35	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare 1.45%				\$225.35			
790-7910-429.22-07	12/26/2019	301343	CASS COUNTY FINANCE	\$1,992.25	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Retirement Diversion				\$1,992.25			
790-7910-429.25-00	12/26/2019	301343	CASS COUNTY FINANCE	\$6.50	PAYROLL EXPENSES	V00106	EXECUTIVE DIRECTOR
Workers Compensation / Unemployment				\$6.50			
790-7910-429.33-20	12/26/2019	JB12190013	CITY OF FARGO-AUDITORS OFFICE	\$5,203.31	CHARGE FOR COF TIME-12/19	V00102	General & Admin. WIK
Other Services / Accounting Services				\$5,203.31			
790-7910-429.33-25	12/4/2019	768	P CARD BMO	\$58,055.92	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$58,055.92			
790-7910-429.34-20	12/5/2019	300917	ND WATER USERS ASSOCIATN	\$450.00	EXHIBIT BOOTH-DIVERSION	V00102	General & Admin. WIK
	12/26/2019	301424	ND WATER EDUCATION FOUNDATION	\$500.00	NOV ND WATER MAGAZINE	V05701	ND WATER MAGAZINE OUTRCH
Technical Services / Marketing/PR Services				\$950.00			
790-7910-429.38-68	12/4/2019	768	P CARD BMO	\$3,000.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
	1/4/2020	770	P CARD BMO	\$3,362.30	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Other Services / Lobbyist				\$6,362.30			
790-7910-429.53-20	12/26/2019	301343	CASS COUNTY FINANCE	\$54.52	MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$54.52			
790-7910-429.57-60	12/26/2019	301343	CASS COUNTY FINANCE	\$2,489.70	MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Out of State Travel / Out of State Travel Expense				\$2,489.70			

METRO FLOOD DIVERSION AUTHORITY

Wednesday, January 15, 2020

Data Through Date: Tuesday December, 31 2019

Summary of Expenses

EXP-2019-12

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7910-429.59-10	12/26/2019	301425	ND WATER USERS ASSOCIATN	\$5,000.00	2020 MEMBERSHIP FEES	V00102	General & Admin. WIK
Education / Due & Membership Instate				\$5,000.00			
790-7910-429.59-20	12/26/2019	301343	CASS COUNTY FINANCE	\$225.00	MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Education / Seminar & Conference Instate				\$225.00			
790-7910-429.68-30	12/26/2019	301343	CASS COUNTY FINANCE	\$550.95	MISC EXPENSES	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$550.95			
790-7915-429.33-05	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$35,058.60	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$1,125.00	DRAFT OPERARIONS PLAN	V01615	DRAFT OPERATIONS PLAN
	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$9,648.74	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$1,492.00	UPSTREAM MITIGATION SERV	V01622	MITIGATION SUPPORT SRVCS
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$350.00	MOORE ENGINEERING. INC	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$47,674.34			
790-7920-429.33-05	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$65,977.75	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
Other Services / Engineering Services				\$65,977.75			
790-7920-429.33-79	12/12/2019	301014	CH2M HILL ENGINEERS INC	\$439,330.22	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	12/12/2019	301014	CH2M HILL ENGINEERS INC	\$334,399.80	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
Other Services / Construction Management				\$773,730.02			
790-7930-429.33-05	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$277.50	LAND MANAGEMENT SERVICES	V01606	LAND MANAGEMENT SERVICES
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$262.50	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$61,631.36	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$38,250.44	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$20,579.34	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
Other Services / Engineering Services				\$121,001.14			
790-7930-429.33-25	12/4/2019	768	P CARD BMO	\$14,705.83	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
	12/4/2019	768	P CARD BMO	\$2,958.24	Ohnstad Twichell PC	V00103	General & Admin. LERRDS
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$12,442.89	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$5,928.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$1,694.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$8,306.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$29,177.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$11,955.55	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

METRO FLOOD DIVERSION AUTHORITY

Wednesday, January 15, 2020

Data Through Date: Tuesday December, 31 2019

Summary of Expenses

EXP-2019-12

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$2,196.85	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
Other Services / Legal Services				\$89,365.36			
790-7930-429.33-32	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$11,000.00	CROWN APPAISALS, INC.	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$11,000.00			
790-7930-429.33-79	12/12/2019	301014	CH2M HILL ENGINEERS INC	\$259,865.66	PROPRTY ACQUISTION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$259,865.66			
790-7930-429.34-65	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	ORTON PERHUS	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	ORTON PERHUS	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	G MARTIN & K KRUSE	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	ORTON PERHUS	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	LARRY BRANDT TRUST	V01201	Cass Joint Water ROE
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$500.00	RAY KVALVOG	V01201	Cass Joint Water ROE
Technical Services / Right of Entry Requests				\$1,750.00			
790-7930-429.41-05	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$29.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
Utility Services / Water and Sewer				\$182.60			
790-7930-429.62-50	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$79.92	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Natural Gas				\$79.92			
790-7930-429.62-51	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$133.79	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$48.52	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$97.65	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$51.43	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	-\$73.95	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$98.06	XCEKL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Electricity				\$355.50			
790-7930-429.62-52	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$309.45	DAKOTA PLAINS AG	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Propane				\$309.45			
790-7930-429.67-11	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$181,365.00	CODY & KATIE SKYTLAND	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$6,690.00	CODY & KATIE SKYTLAND	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$5,639.04	LORI ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN

METRO FLOOD DIVERSION AUTHORITY

Wednesday, January 15, 2020

Data Through Date: Tuesday December, 31 2019

Summary of Expenses

EXP-2019-12

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
Relocation / Residential Buildings				\$193,694.04			
790-7930-429.71-30	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$305,654.24	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$828,373.27	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$1,660,379.20	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$60,830.60	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$826,828.57	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$10,000.00	BRIAN AND EMILY POTTER	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$964,789.51	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$428,021.46	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$820.00	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$6,320.00	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$520.00	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$448,700.79	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$726,354.36	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$6,267,592.00			
790-7931-429.62-51	12/26/2019	301348	CASS COUNTY JOINT WATER RESOURCE DI	\$76.90	RED RIVER VALLEY COOP POW	V02302	MN LAND PURCHASE-HARDSHIP
Energy / Electricity				\$76.90			
790-7950-429.33-05	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	-\$2,571.16	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$13,055.96	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$53,898.37	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	-\$21,325.94	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
Other Services / Engineering Services				\$43,057.23			
790-7950-429.73-52	12/5/2019	300894	INDUSTRIAL BUILDERS INC	\$391,853.00	2 ST & MAIN FLOOD WALL	V02825	2ND ST S FLOOD MITIGATION
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$240,293.00	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$390,808.15	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$40,377.39	INDUSTRIAL BUILDERS INC	V05401	DEMOLITION/LEVEE-HARWOOD
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$60,930.51	INDUSTRIAL CONTRACT SERVI	V05405	LEVEE/FLOODWALL - BELMONT
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$124,031.62	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$512,034.51	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
	12/27/2019	JB12190021	CITY OF FARGO-AUDITORS OFFICE	\$113,863.59	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	Infrastructure / Flood Control				\$1,874,191.77		
790-7952-429.33-05	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$15,081.10	SERVICES DURING CONSTRUCT	V01623	CONSTRUCTN/BID SVCS WP43

METRO FLOOD DIVERSION AUTHORITY

Wednesday, January 15, 2020

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Summary of Expenses

EXP-2019-12

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
Other Services / Engineering Services				\$15,081.10			
790-7955-429.33-05	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$49,149.98	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
Other Services / Engineering Services				\$49,149.98			
790-7955-429.33-06	12/12/2019	301156	TERRACON CONSULTING ENGINEERS	\$10,811.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Other Services / Quality Control Testing				\$10,811.50			
790-7990-429.33-05	12/26/2019	301391	HOUSTON-MOORE GROUP LLC	\$2,322.00	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
Other Services / Engineering Services				\$2,322.00			
790-7990-429.33-25	12/4/2019	768	P CARD BMO	\$18,923.62	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$18,923.62			
790-7990-429.34-55	12/26/2019	301367	ERNST & YOUNG INFASTRUCTURE	\$39,539.10	FINANCIAL ADVISORY SERV	V03301	PPP FINANCL ADVISORY SVCS
	12/26/2019	301367	ERNST & YOUNG INFASTRUCTURE	\$96,001.41	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
Technical Services / Financial Advisor				\$135,540.51			
790-7990-520.80-20	12/26/2019	301343	CASS COUNTY FINANCE	\$163,190.03	NOV LOAN INTEREST PAYMENT	V02906	\$100M 2017 CASS WF ADVANC
Debt Service / Interest on Bonds				\$163,190.03			
Total Amount Invoiced this period				\$10,244,621.79			
				<u>\$0.00</u>	Less Paid Retainage		
				\$10,244,621.79	Total Less Paid Retainage		

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of December 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 252,948,329.87	\$ 197,023,345.06	\$ 55,924,984.81	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
CH2M HILL ENGINEERS INC	\$ 134,989,971.02	\$ 54,873,983.37	\$ 80,115,987.65	Program, Project, Construction and Land Management
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
HOUSTON-MOORE GROUP LLC	\$ 50,032,016.93	\$ 45,155,709.78	\$ 4,876,307.15	Engineering Services
INDUSTRIAL BUILDERS INC	\$ 48,021,062.37	\$ 47,027,116.80	\$ 993,945.57	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
CITY OF FARGO	\$ 29,921,137.60	\$ 29,921,137.60	\$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
INDUSTRIAL CONTRACT SERVICES I	\$ 17,605,821.19	\$ 17,493,762.16	\$ 112,059.03	Const - 4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	\$ 15,527,666.94	\$ 15,155,702.77	\$ 371,964.17	MOU Agreement
MEYER CONTRACTING INC	\$ 12,149,874.79	\$ 12,129,612.10	\$ 20,262.69	Construction/Demolition Services
ASHURST LLP	\$ 7,795,542.81	\$ 3,895,542.81	\$ 3,900,000.00	PPP (P3) Legal Counsel
DORSEY & WHITNEY LLP	\$ 7,385,204.49	\$ 7,385,204.49	\$ -	Legal Services
CASS COUNTY FINANCE	\$ 7,165,037.91	\$ 7,165,037.91	\$ -	Property Taxes and Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	\$ 3,694,321.24	\$ 3,694,321.24	\$ -	ROE and Bonding Legal Fees
ERNST & YOUNG INFRASTRUCTURE	\$ 3,377,000.00	\$ 3,092,606.13	\$ 284,393.87	Financial Advisor
MINNESOTA DNR	\$ 2,613,681.40	\$ 2,613,681.40	\$ -	EIS Scoping
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
LANDWEHR CONSTRUCTION INC	\$ 2,316,627.66	\$ 2,305,622.16	\$ 11,005.50	Const - In-Town Demolition Contracts
URS CORPORATION	\$ 1,805,670.90	\$ 1,805,670.90	\$ -	Engineering Services
KENNELLY & OKEEFFE	\$ 1,729,110.56	\$ 1,729,110.56	\$ -	Home Buyouts
HOUGH INCORPORATED	\$ 1,639,524.33	\$ 1,639,524.33	\$ -	Const - 2nd Street South Flood Control
REINER CONTRACTING INC	\$ 1,599,646.21	\$ 1,599,646.21	\$ -	Const - El Zagal Flood Risk Management
CONSOLIDATED COMMUNICATIONS	\$ 1,063,096.11	\$ 1,063,096.11	\$ -	Utility Relocation
ORACLE AMERICA, INC	\$ 1,015,290.00	\$ 306,856.00	\$ 708,434.00	Electronic Data Mgmt and Record Storage System
TERRACON CONSULTING ENGINEERS	\$ 909,149.49	\$ 882,011.41	\$ 27,138.08	Materials Testing
RILEY BROTHERS CONSTRUCTION	\$ 807,871.82	\$ 807,871.82	\$ -	Construction - County Roads 16 & 17 Realignment
XCEL ENERGY	\$ 753,515.88	\$ 753,515.88	\$ -	Utility Relocation
MOORE ENGINEERING INC	\$ 662,468.17	\$ 662,468.17	\$ -	Engineering Services
US BANK	\$ 626,849.03	\$ 626,849.03	\$ -	Loan Advance DS Payments
DUCKS UNLIMITED	\$ 587,180.00	\$ 587,180.00	\$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	\$ 576,669.57	\$ 576,669.57	\$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$ 560,094.03	\$ 560,094.03	\$ -	Legal Services
RED RIVER BASIN COMMISSION	\$ 501,000.00	\$ 501,000.00	\$ -	Retention Projects - Engineering Services
CROWN APPRAISALS INC	\$ 500,000.00	\$ 500,000.00	\$ -	Flowage Easements Valuation
HOFFMAN & MCNAMARA NURSERY&LAN	\$ 486,502.29	\$ 464,141.16	\$ 22,361.13	Construction - Landscape
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
SCHMIDT AND SONS CONSTRUCTION	\$ 478,376.86	\$ 423,378.80	\$ 54,998.06	Oxbow Housing Relocation
AT & T	\$ 461,031.30	\$ 461,031.30	\$ -	Utility Relocation
BRAUN INTERTEC CORP	\$ 450,146.25	\$ 384,999.89	\$ 65,146.36	Quality Testing
FARGO MOORHEAD METROPOLITAN	\$ 368,858.35	\$ 293,858.35	\$ 75,000.00	Lidar Imaging
NDSU BUSINESS OFFICE	\$ 344,145.00	\$ 211,532.25	\$ 132,612.75	Ag Risk Study Services
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of December 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
BEAVER CREEK ARCHAEOLOGY	\$ 291,990.00	\$ 159,909.77	\$ 132,080.23	Engineering Services
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Utility Relocation
AON RISK SERVICES CENTRAL, INC	\$ 240,000.00	\$ 183,813.50	\$ 56,186.50	P3 Risk Advisory Services
BUFFALO-RED RIVER WATERSHED DI	\$ 221,568.00	\$ 221,568.00	\$ -	Retention Projects - Engineering Services
CASS RURAL WATER USERS DIST	\$ 213,335.00	\$ 213,335.00	\$ -	Utilities and Utility Relocation
FREDRIKSON & BYRON, PA	\$ 202,592.36	\$ 202,592.36	\$ -	Lobbying Services
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
SPRINGSTED INCORPORATED	\$ 178,010.15	\$ 178,010.15	\$ -	Financial Advisor
S & S LANDSCAPING CO INC	\$ 150,528.50	\$ 31,123.00	\$ 119,405.50	Construction - Landscape
PFM PUBLIC FINANCIAL MANAGEMEN	\$ 146,460.00	\$ 146,460.00	\$ -	Financial Advisor
GRAY PANNELL & WOODWARD LLP	\$ 143,800.68	\$ 143,800.68	\$ -	Legal Services
AECOM TECHNICAL SERVICES, INC	\$ 139,000.00	\$ 17,231.51	\$ 121,768.49	Engineering Services
AT&T NETWORK OPERATIONS	\$ 125,238.30	\$ 125,238.30	\$ -	Utility Relocation
CENTURYLINK ASSET ACCOUNTING-B	\$ 118,871.82	\$ 118,871.82	\$ -	Utility Relocation
ENVENTIS	\$ 115,685.62	\$ 115,685.62	\$ -	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	\$ 104,600.00	\$ 104,600.00	\$ -	Stage Gage Installation
CASS COUNTY ELECTRIC-4100 32 A	\$ 104,195.00	\$ 97,995.00	\$ 6,200.00	Utility Services / Relocation
EL ZAGAL TEMPLE HOLDING CO	\$ 76,000.00	\$ 76,000.00	\$ -	Easement Purchase for El Zagal Levee
HKA GLOBAL, INC	\$ 74,353.00	\$ 74,353.00	\$ -	Professional Services
GERSON LEHRMAN GROUP, INC.	\$ 60,819.00	\$ 60,819.00	\$ -	Legal Services
NIXON PEABODY LLC	\$ 60,000.00	\$ 60,000.00	\$ -	Legal Services
CPS HR CONSULTING	\$ 50,555.98	\$ 50,555.98	\$ -	HR Consulting
ADVANCED ENGINEERING INC	\$ 50,000.00	\$ 50,000.00	\$ -	Public Outreach
IN SITU ENGINEERING	\$ 47,973.00	\$ 47,973.00	\$ -	Quality Testing
US GEOLOGICAL SURVEY	\$ 46,920.00	\$ 46,920.00	\$ -	Stage Gage Installation
WARNER & CO	\$ 40,567.00	\$ 40,567.00	\$ -	General Liability Insurance
MIDCONTINENT COMMUNICATIONS	\$ 37,318.95	\$ 37,318.95	\$ -	Utility Relocation
CLAY COUNTY AUDITOR	\$ 34,538.71	\$ 34,538.71	\$ -	Property Tax, Home Buyout Demo
AMERICAN ENTERPRISES INC	\$ 34,000.00	\$ 34,000.00	\$ -	Test Pits
GEOKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
ND WATER USERS ASSOCIATN	\$ 30,450.00	\$ 30,450.00	\$ -	Membership Dues
WESTERN AREA POWER ADMINSTRAT	\$ 30,000.00	\$ 30,000.00	\$ -	P3 Support Services
NAASTAD BROTHERS, INC	\$ 25,796.40	\$ 25,796.40	\$ -	Roadway Ditch Work
XCEL ENERGY-FARGO	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation
PRIMORIS AEVENIA INC	\$ 16,230.00	\$ 16,230.00	\$ -	Utility Relocation
MOORHEAD, CITY OF	\$ 15,062.90	\$ 15,062.90	\$ -	ROE Legal Fees
MAP SERVICE CENTER	\$ 14,500.00	\$ 14,500.00	\$ -	Permit fee
BRIGGS & MORGAN PA	\$ 12,727.56	\$ 12,727.56	\$ -	Legal Services
MARSH & MCLENNAN AGENCY LLC	\$ 9,383.52	\$ 388.52	\$ 8,995.00	Property Insurance - Home Buyouts
PROSOURCE TECHNOLOGIES, INC	\$ 8,324.94	\$ 8,324.94	\$ -	Vibrating Wire Piezometer Equipment
NEWMAN SIGNS INC	\$ 5,816.00	\$ 5,816.00	\$ -	Sinage

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of December 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
ONE	\$ 3,575.00	\$ 3,575.00	\$ -	Legal Services
MCKINZIE METRO APPRAISAL	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services
STUDIO 7 PRODUCTIONS	\$ 3,170.00	\$ 3,170.00	\$ -	Video Productions
BUILDING & GROUNDS MANAGEMENT	\$ 2,977.50	\$ 2,977.50	\$ -	Lawn Mowing Services
BNSF RAILWAY COMPANY	\$ 2,925.00	\$ 2,925.00	\$ -	MOU Agreement
SEIGEL COMMUNICATIONS SERVICE	\$ 2,345.00	\$ 2,345.00	\$ -	Public Outreach
COUGAR TREE CARE INC	\$ 2,300.00	\$ 2,300.00	\$ -	Tree Removal
FORUM COMMUNICATIONS (LEGALS)	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
HEARTLAND SEEDS, INC.	\$ 2,200.00	\$ 2,200.00	\$ -	Lawn Mowing Services
GLACIER ENTERPRISES	\$ 2,150.00	\$ 2,150.00	\$ -	Soil Grading
FORUM COMMUNICATIONS (ADVERT)	\$ 1,743.77	\$ 1,743.77	\$ -	Advertising Services
NORTH DAKOTA TELEPHONE CO	\$ 1,697.00	\$ 1,697.00	\$ -	Communication
ND WATER EDUCATION FOUNDATION	\$ 1,500.00	\$ 1,500.00	\$ -	Advertising Services
ERBERT & GERBERTS SUBS	\$ 1,232.29	\$ 1,232.29	\$ -	lunches for the task force meetings
HUBER, STEVE	\$ 1,056.43	\$ 1,056.43	\$ -	Home Buyouts
WARREN TOWNSHIP	\$ 1,023.72	\$ 1,023.72	\$ -	SEEDING, ROAD REPAIR, DUST CONTROL
DEPT OF NATURAL RESOUR	\$ 1,000.00	\$ 1,000.00	\$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	\$ 747.60	\$ 747.60	\$ -	Asbestos and LBP Testing - Home Buyouts
NDSU-DINING-STORE 685	\$ 701.75	\$ 701.75	\$ -	Meeting Incidentals
RED RIVER TITLE SERVICES INC	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
CIVIL DESIGN INC	\$ 595.00	\$ 595.00	\$ -	MOU Agreement
RED RIVER VALLEY COOPERATIVE A	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
FERRELLGAS	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
BROKERAGE PRINTING	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
KOCHMANN, CARTER	\$ 315.00	\$ 315.00	\$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	\$ 250.00	\$ 250.00	\$ -	Job Description Review
DONS PLUMBING	\$ 240.00	\$ 240.00	\$ -	Winterize - Home Buyouts
HARWOOD TOWNSHIP, CASS, ND	\$ 208.91	\$ 208.91	\$ -	Township Meeting Expenses
WALMART STORE #4352	\$ 161.97	\$ 161.97	\$ -	Meeting Incidentals
CURTS LOCK & KEY SERVICE INC	\$ 138.10	\$ 138.10	\$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
LANE, BARRET	\$ 108.77	\$ 108.77	\$ -	Lodging Expense
FEDERAL EXPRESS CORPORATION	\$ 71.89	\$ 71.89	\$ -	Postage
Grand Total	\$ 674,131,933.62	\$ 525,990,697.08	\$ 148,141,236.54	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of December 31, 2019

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo						
Park East Apartments - 1 2nd St S	6/23/2015	9,240,246.10	-	708,126.94	-	9,948,373.04
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,752,607.61	(1,100.00)	7,017,587.21
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	6,469,727.55	-	8,373,203.33
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
Case Plaza - 117 NP Ave N	1/12/2017	250,449.12	-	-	-	250,449.12
Shakey's Pizza - DFI AP LLC - 203 4th Ave N	3/21/2017	1,002,367.69	-	-	-	1,002,367.69
Home Buyouts - Fargo						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	194,457.83	-	35,615.30	-	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N	1/23/2017	350,000.00	-	3,360.00	-	353,360.00
Home Buyouts - Moorhead						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		214,000.00	-	84,060.80	-	298,060.80
Home Buyouts - Oxbow						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,783.92	-	205,699.82	-	686,483.74
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	125,077.88
852, 856, 860, & 864 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60	-	1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	574,412.28	-	1,114,308.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,625.43	-	1,312,751.27
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	590,292.66	-	1,391,964.35
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
839 Riverbend Road	7/20/2016	1,775,311.60	-	10,631.50	-	1,785,943.10
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	356,643.81	-	685,283.28
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	558,413.52	-	1,106,807.04
330 Schnell Drive	10/4/2016	328,134.82	-	125,072.50	-	453,207.32
329 Schnell Dr / 417 Trent Jones Dr	10/4/2016	549,277.00	-	499,811.00	-	1,049,088.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	471,534.69	-	514,952.53	-	986,487.22
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	797,937.65	-	1,458,935.27
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	402,935.97	-	806,434.63
844 Riverbend Road	11/11/2016	716,599.40	-	15,118.84	-	731,718.24
828 Riverbend Rd	11/30/2016	955,928.53	-	-	-	955,928.53
341 Schnell Dr / 343 Trent Jones Dr	12/8/2016	480,921.52	-	673,954.16	-	1,154,875.68
840 Riverbend Rd / 442 Trent Jones Dr	12/21/2016	547,075.19	-	423,662.02	-	970,737.21
816 Riverbend Rd / 441 Trent Jones Dr	12/27/2016	567,413.07	-	338,694.70	-	906,107.77
821 Riverbend Rd / 438 Trent Jones Dr	1/13/2017	580,617.35	-	331,100.87	-	911,718.22
805 Riverbend Rd / 776 River Bend Rd	2/10/2017	508,203.01	-	395,757.84	-	903,960.85
808 Riverbend Road / 254 South Schnell Dr	2/24/2017	713,814.95	-	533,475.96	-	1,247,290.91
338 Schnell Dr / 775 River Bend Rd	2/28/2017	560,402.15	-	407,961.34	-	968,363.49
313 Schnell Drive/ 413 Trent Jones Dr	4/7/2017	389,370.50	-	357,043.95	-	746,414.45
809 Riverbend Rd	5/3/2017	112,304.99	-	-	-	112,304.99
337 Schnell Dr / 353 Trent Jones Dr	5/17/2017	456,146.62	-	524,447.89	-	980,594.51
829 Riverbend Rd / 788 River Bend Rd	7/7/2017	1,056,438.13	-	1,396,004.59	-	2,452,442.72
848 Riverbend Rd / 783 River Bend Rd	7/27/2017	781,361.81	-	1,410,330.68	-	2,191,692.49
817 Riverbend Road / 421 Trent Jones Dr	7/18/2017	445,728.05	-	465,264.50	-	910,992.55
843 Riverbend Rd / 445 Trent Jones Dr	9/21/2017	978,292.23	-	1,207,474.57	-	2,185,766.80

**FM Metropolitan Area Flood Risk Management Project
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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
354 & 358 Schnell Drive	12/6/2018	199,512.06	-	-	-	199,512.06
872 Riverbend Rd	10/17/2018	14,329.43	-	-	-	14,329.43
869 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
873 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4985 and 4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Home Buyouts - Horace						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	155,896.55	-	1,039,477.55
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	190,389.56	-	1,018,950.56
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	909,905.00	-	29,301.96	-	939,206.96
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	36,153.08	-	487,338.08
17568 Pfiffer Drive - OIN 9387	3/6/2018	505,925.70	-	3,590.00	-	509,515.70
15-0000-02690-010 & 15-0000-02690-020 - Cossette _ OIN 229 & 230	11/29/2017	2,433,020.59	-	-	-	2,433,020.59
5021 171st Ave. Southeast, Horace, ND _ OIN 1955	12/18/2017	248,677.89	-	-	-	248,677.89
17554 Pfiffer Drive _OIN 9382	1/14/2019	736,781.09	-	101,579.21	-	838,360.30
4961 KLITZKE DR & 4957 KLITZKE DR	12/26/2019	6,320.00	-	-	-	6,320.00
KLITZKE BROTHERS LOT 1A BLK 1	12/26/2019	520.00	-	-	-	520.00
Home Buyouts - Argusville						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	4/13/2016	37,020.00	-	-	-	37,020.00
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Fercho Family Farms,	3/25/2015	50,000.00	-	-	-	50,000.00
Part of Lot 3 Block 4 R2 Urban Renewal Addition	3/15/2018	336,108.00	-	-	-	336,108.00
Easements - Hickson						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00	-	-	-	500.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (condemnation) - SAUVAGEAU LIFE EST.	7/3/2019	1,189,220.00	-	-	-	1,189,220.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Easements - Piezometer						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
Easements - Minnesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp, ND) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust (OINs 0511,0512,0880,0897)	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gordier	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglelund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglelund	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	433,409.00
(Raymond Twp) - Subdivision: Part of 23-140-50, 155.82 acres - Henke	6/17/2015	857,144.00	-	-	-	857,144.00
(Raymond Twp) - Subdivision: Part of Sec. 23., Less Gust Sub and Jason Sub						
T140N R50W - Henke	6/17/2015	339,071.00	-	-	-	339,071.00
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	291,840.00	-	-	-	291,840.00
64-0000-02720-000 - Ulstad (Condemnation)	11/10/2016	1,221,931.50	-	-	-	1,221,931.50

**FM Metropolitan Area Flood Risk Management Project
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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Peter Biegler, Jr - OIN 9748	7/17/2017	250,185.00	-	3,175.00	-	253,360.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley _ OIN 1218	8/31/2017	167,091.47	-	-	-	167,091.47
S-1/2 of N1/2 of Section 36-142-49, Wayne & Gary Ohnstad_OIN 1223	12/13/2017	200,135.00	-	-	-	200,135.00
2-141-49 S 1/2 OF NE 1/4 & N 1/2 OF SE 1/4	12/20/2017	251,668.74	-	-	-	251,668.74
County Rd 32 between 167th Ave SE and 169th Ave SE, 25-141-50 NE 1/4	1/19/2018	831,853.08	-	-	-	831,853.08
County Rd 32 between 167th Ave SE and 169th Ave SE, 30-141-50 NW 1/4	3/23/2018	831,535.25	-	-	-	831,535.25
NE 1/4 Section 14 Township 140 North of Range 50 West of 5th Principle Meridian LESS the East 85 feet of said NE Quarter	2/22/2018	707,530.88	-	-	-	707,530.88
East Half (E1/2), Section 3 Township 141 North, Range 49 West	5/18/2017	733,126.76	-	-	-	733,126.76
NE Quarter of NE Quarter of Section 33 Township 138 North of Range 49	1/7/2019	587,650.00	-	-	-	587,650.00
Land Purchases						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company	10/28/2015	27,000.00	-	-	-	27,000.00
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,022,533.30	-	-	-	1,022,533.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
Block 1 W. Shorr Subdivision of Eagle Township (Lots 1,2,3,4,5,10,11,12,13,14,15,16)	2/28/2019	3,395,663.23	-	24582.11	-	3,420,245.34
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
Auditor's Lot No 2 of the Southwest Quarter of Section 34, Township 138, North of Range 49 West of the 5th Principle Meridian	7/3/2019	225,249.40	-	203,759.80	-	429,009.20
NE and SE quarter Section 9, Township 141 North, Range 49 West of the 5th Principal Meridian AND NE and NW Quarter section 16, Township 141 North, Range 49 West of the 5th Principle Meridian	8/1/2019	1,697,063.17	-	-	-	1,697,063.17
North Half of the NE Quarter section and the East Half of the NW Quarter of Section 2, Township 141 North of Range 49 West of the 5th Principle Meridian	8/1/2019	776,622.28	-	-	-	776,622.28
Auditors Lot 1 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	6/13/2019	257,765.51	-	20,302.03	-	278,067.54
SW Quarter Section of Section 8, Township 141 North, Range 49 West of the 5th Principle Meridian	11/7/2017	11,007.68	-	-	-	11,007.68
Government Lots 3 & 4 of Section 30, Township 138 North, Range 49 West of the 5th Principle Meridian	11/7/2019	1,160,482.00	-	-	-	1,160,482.00
Northwest Quarter of Section 25, Township 141 North, Range 50 West of the 5th Principle Meridian	11/27/2019	830,527.20	-	-	-	830,527.20
SW Quarter of Section 36 in Township 141 North of Range 50 West of the 5th Principle Meridian	11/27/2019	975,840.92	-	-	-	975,840.92
Auditors Lot 4 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	11/27/2019	323,535.78	-	188,055.00	-	511,590.78
East Half of the NE Quarter of Section 254, Township 138 North Range 50 West of the 5th Principle Meridian	11/27/2019	12,431.73	-	-	-	12,431.73
SE Quarter Section of the NW Quarter of section Twenty, Township 137 of Range 49 West of the Fifth Principle Meridian	11/7/2019	846,828.57	-	4,000.00	-	850,828.57
East Half of the NE Quarter of Section 25, Township 138 North Range 50 West of the 5th Principle Meridian	12/26/2019	305,654.24	-	-	-	305,654.24
Lot One, In Block One of Bellmore First Subdivision	12/26/2019	828,373.27	-	-	-	828,373.27
South Half of Section 24, Township 141 North of Range 50	12/26/2019	1,660,379.20	-	-	-	1,660,379.20
SW Quarter of Section 8, Township 141 North Range 49 West of the 5th Principal Meridian and West Half of Section 17, Township 141 North Range 49 West of the 5th Pricpal Meridian	12/26/2019	60,830.60	-	-	-	60,830.60
NE Quarter of Section 27, Township 140 North Range 50 West of 5th Principal Meridian	12/26/2019	964,789.51	-	-	-	964,789.51
Government lot 7 situated in the South Half of the South Half of Section 6, Township 137 North Range 48 West	12/26/2019	428,021.46	-	-	-	428,021.46

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
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Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
South 812 Feet of the North 932 feet of NE quarter section 24, Township 137 North of Range 49 West of the 5th Principle meridian and Right of way situated in North Half of section 24 Township 137 North of Ranger 29 west of the 5th Principle Meridian	12/26/2019	448,700.79	-	-	-	448,700.79
North 120 feet and the North 598.14 feet of the South 868.14 feet of NE Quarter section 24, Township 137 North of Range 49 West of the 5th Principle Meridian and railroad Right of way N Half Section 24, Township 137 North Range 49 West lying southerly of the southerly line of Highway 81 and stio 100 feet wide lying east of, parrallel and adjacent to Right of way extendint form the East-West centerline of said Section to a line therin distant 1800 feet less 200 foot wide right of way Norht half of section 24 Township 137 North of Range 49	12/26/2019	726,354.36	-	-	-	726,354.36
7-137-48 DESC TRACT A 1.60 COM AT A PT WHICH IS 1985' E OF THE SW COR OF SD SEC 7 & SD PT IS THE TR PT OF BEG OF TR HEREINAFTER DESC.: THENCE WITH A DEFLECTION TO THE LEFT OF 90 DEG FOR A DIST OF 456.4'; THENCE WITH A DEFLECTION TO THE RIGHT OF 73 D*		820.00				
		<u>112,921,026.67</u>	-	<u>35,136,591.21</u>	<u>(1,107,856.01)</u>	<u>146,948,941.87</u>
			(32,000.00)		10,000.00	
				Property Management Expense		2,185,323.32
					Grand Total	<u>\$ 149,134,265.19</u>

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of December 31, 2019**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 909,149.49	\$ 882,011.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 17,612,237.19	\$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	\$ 6,185,022.82	\$ 5,927,999.91
V02807	CCJWRD	In-Town Levee Work	\$ 5,886,140.36	\$ 5,886,140.36
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 76,434.40	\$ 76,434.40
V02823	Hoffman & McNamara Nursery & Lan	WP-42G General Landscaping and Planting	\$ 486,502.29	\$ 464,141.16
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 12,590,315.00	\$ 12,590,315.00
V01703	Various	In-Town Property Purchases	\$ 39,413,129.91	\$ 38,195,690.40
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,504,460.44	\$ 7,510,514.87
V05401	City of Fargo	FM15F2 - Harwood, Hackberry & River Drive - Demo/ Levee	\$ 749,375.28	\$ 749,375.28
V05402	City of Fargo	FM15K1 - Rosewood Addition - Demo/Levee/Floodwall	\$ 2,622,612.82	\$ 2,622,612.82
V05403	City of Fargo	HD18A1 - Oakcreek, Copperfield & University - Demo	\$ 95,083.25	\$ 95,083.25
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 9,154,311.26	\$ 9,154,311.26
			\$ 155,849,107.67	\$ 153,219,141.44

**Fargo-Moorhead Metropolitan Area Flood Risk Management Project
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs - HB1020 & SB2020**

Time Period for This Request: November 1, 2019 - November 30, 2019

Drawdown Request No: 97	
Requested Amount:	\$ 1,954,126.65
Total Funds Expended This Period:	3,130,049.30
Total Funds Requested at 100% Match	778,204.00
Remaining Funds Requested at 50% Match	2,351,845.30
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,175,922.65
Total Funds Requested:	1,954,126.65

STATE AID SUMMARY:

Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations from 2015 Legislative Session - Interior Flood Control		60,000,000
Appropriations from 2017 Legislative Session		66,500,000
Anticipated appropriations to be funded in 2019 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2021 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2023 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2025 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2027 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2029 Legislative Session	47,000,000	
Total State Funds	379,500,000	370,500,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209.00)
Less: Payment #1 - Cass County		(136,039.36)
Less: Payment #1 through #7 - Interior Flood Control		(60,000,000.00)
Less: Payment #1 through #28 - FM Diversion Authority		(38,049,107.00)
Less: Payment #29 through #75 - FM Metro Area Flood Risk Management Project		(93,470,290.00)
Less: Payment #76 - FM Metro Area Flood Risk Management Project		(433,312.97)
Less: Payment #77 - FM Metro Area Flood Risk Management Project		(11,892.35)
Less: Payment #78 - FM Metro Area Flood Risk Management Project		(244,521.99)
Less: Payment #79 - FM Metro Area Flood Risk Management Project		(255,691.15)
Less: Payment #80 - FM Metro Area Flood Risk Management Project		(121,908.95)
Less: Payment #81 - FM Metro Area Flood Risk Management Project		(105,433.98)
Less: Payment #82 - FM Metro Area Flood Risk Management Project		(135,130.77)
Less: Payment #83 - FM Metro Area Flood Risk Management Project		(13,901.70)
Less: Payment #84 - FM Metro Area Flood Risk Management Project		(558,592.20)
Less: Payment #85 - FM Metro Area Flood Risk Management Project		(229,746.00)
Less: Payment #86 - FM Metro Area Flood Risk Management Project		(6,421,825.21)
Less: Payment #87 - FM Metro Area Flood Risk Management Project		(59,863.29)
Less: Payment #88 - FM Metro Area Flood Risk Management Project		(6,650,000.00)
Less: Payment #89 - FM Metro Area Flood Risk Management Project		(973,992.33)
Less: Payment #90 - FM Metro Area Flood Risk Management Project		(1,294,793.15)
Less: Payment #91 - FM Metro Area Flood Risk Management Project		(88,136.44)
Less: Payment #92 - FM Metro Area Flood Risk Management Project		(2,835,957.03)
Less: Payment #93 - FM Metro Area Flood Risk Management Project		(750,500.56)
Less: Payment #94 - FM Metro Area Flood Risk Management Project		(6,250.00)
Less: Payment #95 - FM Metro Area Flood Risk Management Project		(111,960.91)
Less: Payment #96 - FM Metro Area Flood Risk Management Project		(3,699,516.47)
Less: Payment #97 - FM Metro Area Flood Risk Management Project		(1,954,126.65)
Total Funds Reimbursed		(274,122,699.46)
Total State Fund Balances Remaining		96,377,300.54

Fargo-Moorhead Metropolitan Area Flood Risk Management Project
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs - HB1020 & SB2020

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	88,039,947
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29 - 75 - FM Metro Area Flood Risk Management Project		(22,172,839)
Less: Match Used on Payment #82 - FM Diversion Authority		(135,131)
Less: Match Used on Payment #83 - FM Diversion Authority		(13,902)
Less: Match Used on Payment #84 - FM Diversion Authority		(558,592)
Less: Match Used on Payment #85 - FM Diversion Authority		(229,746)
Less: Match Used on Payment #86 - FM Diversion Authority		(6,421,825)
Less: Match Used on Payment #87 - FM Diversion Authority		(59,863)
Less: Match Used on Payment #89 - FM Diversion Authority		(527,365)
Less: Match Used on Payment #90 - FM Diversion Authority		(355,580)
Less: Match Used on Payment #92 - FM Diversion Authority		(168,249)
Less: Match Used on Payment #93 - FM Diversion Authority		(223,766)
Less: Match Used on Payment #96 - FM Diversion Authority		(3,699,516)
Less: Match Used on Payment #97 - FM Diversion Authority		(778,204)
Balance of Local Matching Funds Available	\$	(0)

Finance Committee Bills from January 2020

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills	\$	685,530.38
Dorsey & Whitney	Legal services rendered through November 30, 2019	\$	121,611.48
Ohnstad Twichell, P.C.	Professional services rendered	\$	112,392.31
Cass County	Reimburse misc expenses for Executive Director	\$	1,688.97
Marsh & McLennan Agency LLC	Diversion Authority general liability insurance premium	\$	8,995.00
Total Bills Received through January 24, 2020		\$	930,218.14



Cass County
Joint Water
Resource
District

January 6, 2020

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

Dan Jacobson
Chairman
West Fargo, North Dakota

Greetings:

Rodger Olson
Manager
Leonard, North Dakota

RE: Metro Flood Diversion Project
Oxbow-Hickson-Bakke Ring Levee Project
In-Town Levees Project

Ken Lougheed
Manager
Gardner, North Dakota

Enclosed please find copies of bills totaling \$685,530.38 regarding the above referenced projects. The breakdown is as follows:

Jacob Gust
Manager
Fargo, North Dakota

Metro Flood Diversion	\$681,523.95
Oxbow-Hickson-Bakke Ring Levee	3,662.00
In-Town Levees	344.43

Keith Weston
Manager
Fargo, North Dakota

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
casscountynđ.gov

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							1/6/2020
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
				214.15	Cass County Joint WRD	Postage for formal offers	
				164.25	Cass County Joint WRD	657 pages printed for formal offers	
				6.80	Cass County Joint WRD	remailing of returned formal offer letter	
12/13/2019	11/1/2019			2,500.00	Triebwasser Appraisal Services	Appraisals	
12/13/2019	11/25/2019	165764	130007	14,660.00	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition	
12/13/2019	11/25/2019	165767	160007	1,969.50	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement - Drains	
12/13/2019	11/25/2019	165768	160007	11,559.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
12/13/2019	11/25/2019	165769	160007	6,085.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
12/13/2019	11/25/2019	165770	160007	16,009.50	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
12/13/2019	11/25/2019	165772	170007	10,011.00	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
12/13/2019	11/25/2019	165761	90007	2,379.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009	
12/13/2019	12/6/2019	1909	2001	1,365.00	Houston-Moore Group	Engineering - ROE Services	
12/13/2019	12/6/2019	1910	2004	73,084.23	Houston-Moore Group	Engineering - Task 4 - Property Acquisition Services	
12/13/2019	12/6/2019	1911	2005	32,683.07	Houston-Moore Group	Engineering - Task 5 - Property Acquisition Services	
12/13/2019	11/6/2019	88743	R12.00049	9,292.04	Ulteig Engineering	Engineering - Task Order 2 - ROW Services, Relocation Assist	
12/13/2019	10/31/2019	20850	3283-00	47,788.33	ProSource Technologies LLC	Task Order 2 - Project mgmt, and acquisition services	
12/13/2019	12/9/2019	19115		45,900.00	Compass Land Consultants, Inc.	Appraisals	
12/13/2019	11/15/2019	124-2019-0279		16,000.00	Integra Realty Resources	Appraisals	
12/13/2019	11/15/2019	21923-E		5,775.00	Patchin Messner Valuation Counselors	Appraisals	
12/13/2019	10/10/2019	50-1909 194		3,500.00	GE Bock Real Estate LLC	Appraisals	
12/13/2019	10/10/2019	50-1909 193		3,500.00	GE Bock Real Estate LLC	Appraisals	
12/13/2019				750.00	High Plans Properties LLLC	Environmental Monitoring Easement	
12/13/2019				375.00	Duane R Breiting	Environmental Monitoring Easement	
12/13/2019				375.00	Mary Jane Breiting	Environmental Monitoring Easement	
12/13/2019				750.00	Birch Tree Investments	Environmental Monitoring Easement	
12/13/2019				375.00	Jeff Jones	Environmental Monitoring Easement	
12/13/2019				375.00	Ann Jones	Environmental Monitoring Easement	
12/13/2019				750.00	Michael Amundson	Environmental Monitoring Easement	
12/13/2019	11/25/2019			5,837.31	Fettes Transportation Systems	moving costs for Bradley Johnson	
12/13/2019	11/22/2019			190.00	Dakota Plains Ag	LP tank rental	
12/13/2019	12/6/2019	9142001		133.99	Red River Valley Coop Power	Service to 16678 3rd St S Moorhead MN	
12/13/2019	11/25/2019	15609		29.70	Cass Rural Water Users	Service to 4107 124th Ave S	
12/13/2019	11/25/2019	1184800		34.70	Cass Rural Water Users	Service to 17554 Piffner Dr	
12/13/2019	12/5/2019	1125415		51.52	Cass County Electric Cooperative	Service to 4510 112 Av S	
12/13/2019	12/5/2019	1125687		681.73	Cass County Electric Cooperative	Service to 17411 Horse Haven Dr	
12/13/2019	12/5/2019	1125656		199.26	Cass County Electric Cooperative	Service to 17554 Piffner Dr	
12/13/2019	12/11/2019			5,439.36	Brian and Emily Potter	reimbursement of moving and closing costs	
12/13/2019	11/15/2019			2,472.53	Marsh & McLennan Agency LLC	addl liability insurance for added properties	
12/16/2019	12/16/2019			278,164.68	The Title Company	Johnson Rentals property purchase	
12/31/2019	12/18/2019			8,845.75	Ohnstad Twichell, P.C.	Legal-2019 ROE Court Actions	
12/31/2019	12/11/2019			1,117.50	Ohnstad Twichell, P.C.	Legal-Right of Entry 2019 - Corps request	
12/31/2019	12/11/2019			3,622.00	Ohnstad Twichell, P.C.	Legal-Western Tie Back	
12/31/2019	12/11/2019			1,587.00	Ohnstad Twichell, P.C.	Legal-Right of Way - Wild Rice Structure	
12/31/2019	12/11/2019			2,508.00	Ohnstad Twichell, P.C.	Legal-Right of Entry - I-29 Grade Raise	
12/31/2019	12/18/2019			26,283.50	Ohnstad Twichell, P.C.	Legal-Bio/Geo Easements	
12/31/2019	12/2/2019			4,450.55	Marsh & McLennan Agency LLC	addl liability insurance for added properties	
12/31/2019				375.00	James Anderson	Environmental Monitoring Easement	
12/31/2019				375.00	Lisa Anderson	Environmental Monitoring Easement	
12/31/2019				750.00	Joshua Breiding	Environmental Monitoring Easement	
12/31/2019				750.00	Designer Homes of FM	Environmental Monitoring Easement	
12/31/2019				750.00	Brenda Fradet	Environmental Monitoring Easement	
12/31/2019				750.00	Gille Properties LLC	Environmental Monitoring Easement	
12/31/2019				750.00	Ronald Hoffman	Environmental Monitoring Easement	
12/31/2019				750.00	Jan Langton	Environmental Monitoring Easement	
12/31/2019				750.00	Denis McCarthy	Environmental Monitoring Easement	
12/31/2019				750.00	Collin McCoy	Environmental Monitoring Easement	
12/31/2019				1,500.00	Oakwood Cemetary	Environmental Monitoring Easement	
12/31/2019				750.00	Dale Neubauer	Environmental Monitoring Easement	
12/31/2019				750.00	Emily and David Radebaugh	Environmental Monitoring Easement	
12/31/2019				750.00	Charles Richard	Environmental Monitoring Easement	
12/31/2019				750.00	Mark Simmons	Environmental Monitoring Easement	
12/31/2019				750.00	Darin Slusher	Environmental Monitoring Easement	
12/31/2019				2,250.00	Smeby Land Trust	Environmental Monitoring Easement	
12/31/2019				750.00	Cullen Wells	Environmental Monitoring Easement	

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
12/31/2019				375.00	Maurice Willows	Environmental Monitoring Easement	
12/31/2019				375.00	Sue Chandler Willows	Environmental Monitoring Easement	
12/31/2019				2,250.00	Gary and Louise Vetsch	Environmental Monitoring Easement	
12/31/2019	12/25/2019	15609		29.70	Cass Rural Water Users	Service to 4107 124th Ave S	
12/31/2019	12/25/2019	15311		34.70	Cass Rural Water Users	Service to 17554 Pfiffer Dr	
12/31/2019				750.00	Leon Backer	Environmental Monitoring Easement	
12/31/2019				750.00	Daniel Hetland	Environmental Monitoring Easement	
12/31/2019				3,000.00	David Germanson	Soil borings	
12/31/2019				250.00	Carl Felix	Soil boring	
12/31/2019				1,000.00	Cheryl Evert et al	Soil borings	
12/31/2019				4,250.00	Orton Perhus	Soil borings	
12/31/2019				250.00	Paul and Carolyn Thoen	Soil boring	
12/31/2019				1,500.00	Larry Brandt Trust	Soil borings	
12/31/2019				1,000.00	Ray Kvalvog	Soil borings	
12/31/2019				500.00	Jeffrey R Donat Trust	Soil borings	
12/24/2019	12/16/2019	1121701		270.44	Cass County Electric Cooperative	Service to 4107 124th Ave S	
12/24/2019	12/16/2019	1146251		50.12	Cass County Electric Cooperative	Service to 5150 170 Ave SE	
12/24/2019	12/16/2019	1140519		44.04	Cass County Electric Cooperative	Service to 17408 Horse Haven Dr	
				Total	681,523.95		
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
12/13/2019	11/25/2019	165765		140007	3,662.00	Ohnstad Twichell, P.C.	Legal-Oxbow-Hickson-Bakke Levee project
				Total	3,662.00		
IN-TOWN LEVEES INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
12/13/2019	11/26/2019	663326007		152.64	Xcel Energy	Electric service to 419 3rd St N	
12/13/2019	11/26/2019	663342729		73.59	Xcel Energy	Gas service to 419 3rd St N	
12/19/2019	12/9/2019	6000052129		118.20	City of Fargo	Service to 419 3 St N	
				Total	344.43		
				Grand Total	685,530.38		



received
12-23-19

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

December 20, 2019
Invoice No. 3547552

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

For Legal Services Rendered Through November 30, 2019

INVOICE TOTAL

Total For Current Legal Fees	\$119,081.00
Total For Current Disbursement and Service Charges	\$2,530.48
Total For Current Invoice	\$121,611.48

* Please refer to last page for any unpaid invoices and a current statement of account.

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

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

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

(This account is only for Wire/ACH payments)
ABA Routing Number: 09100022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 30, 2019

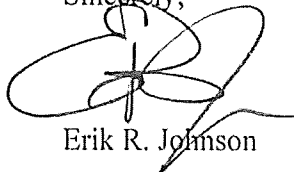
Kent Costin
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Metro Flood Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated December 20, 2019 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through November 30, 2019 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,



Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb



OHNSTAD TWICHELL, P.C.

Attorneys at Law

P.O Box 458
West Fargo, ND 58078-0458
701-282-3249

15-1395

JTS Invoice # 166630

Flood Diversion Board
Bond Counsel Work - PPP

Date: January 20, 2020

To: Flood Diversion Board
P.O Box 2806
Fargo, ND 58108-2806

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	156.3	\$310.00	\$48,453.00
CMM	2.2	\$310.00	\$682.00
ADC	1.1	\$310.00	\$341.00
LDA	6.2	\$310.00	\$1,922.00
RGH	0.4	\$310.00	\$124.00
KJB	65.4	\$295.00	\$19,293.00
TJL	50.8	\$265.00	\$13,462.00
CBC	0.6	\$250.00	\$150.00
SRH	3.5	\$250.00	\$875.00
KJD	55.4	\$135.00	\$7,479.00
LRC	17.6	\$250.00	\$4,400.00
JDR	2.8	\$165.00	\$462.00
AJR	75.4	\$170.00	\$12,818.00
DLR	1	\$150.00	\$150.00
Total Fees:	438.7		\$110,611.00
Westlaw			\$414.55
AT&T			\$58.17
Supplies			\$140.28
UPS			\$25.65
Travel/Mileage			\$1,142.66
Total Expenses:			\$1,781.31
Grand Total			\$112,392.31

	2019 Rates
JTS John T. Shockley, Partner, Supervising Attorney	\$310.00
CMM Christopher M. McShane, Partner	\$310.00
ADC Andrew D. Cook, Partner	\$310.00
SNW Sarah M. Wear, Partner	\$310.00
RGH Robert G. Hoy, Partner	\$310.00
KJB Katie J. Bertsch, Associate	\$295.00
TJL Tyler J. Leverington, Associate	\$265.00
CBC Calley B. Campbell, Associate	\$250.00
LWC Lukas W. Croaker, Associate	\$260.00
SRH Stephen R. Hanson, Associate	\$250.00
ABG Bo Gruchala, Associate	\$250.00
JRS J.R. Strom, Associate	\$235.00
KJD Kathryn J. DelZoppo, Associate	\$135.00
LRC Leah R. Carlson, Associate	\$250.00
CAS Carol A. Stillwell, Paralegal	\$165.00
JDR Joshua D. Roaldson, Paralegal	\$165.00
AJR Andrea J. Roman, Paralegal	\$170.00
CRA Christie R. Axness, Paralegal	\$140.00
DLR Dena L. Ranum, Legal Administrative Assistant	\$150.00
KJS Kelsey J. Stock, Law Clerk	\$100.00

OHNSTAD TWICHELL, P.C.
WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
BEEN BILLED. WILL APPEAR ON YOUR NEXT STATEMENT.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 166630		Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES	
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$17,453.00	
151395-2	Executive Director	\$615.50	
151395-3	P3 Procurement	\$17,980.00	
151395-4	Public Finance Issues	\$22,909.50	
151395-5	Consultant Contract Review/Development	\$2,809.00	
151395-6	Support of External Litigation Counsel	\$5,561.00	
151395-7	Coordination with Member Entities	\$1,141.00	
151395-9	Environmental Permitting Issues/NEPA	\$357.00	
151395-11	Legislative Interface/Lobbying Support	\$287.00	
151395-12	USACE Interface/Questions	\$155.00	
151395-13	Third Party Utility MOU's	\$25,562.50	
151395-14	ICS Issues	\$555.50	
151395-17	EPA WIFIA Loan	\$15,008.00	
151395-18	SRF Loan Application	\$217.00	
TOTAL		\$110,611.00	

CASS COUNTY GOVERNMENT
PO BOX 2806
211 9th STREET SOUTH
Fargo, ND 58108

DATE: 12/31/19

TO: CITY OF FARGO
PO BOX 2083
FARGO, ND 58107

CUSTOMER NO: 198/294

TYPE: CA - COUNTY AUDITOR

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	12/04/19	BEGINNING BALANCE			187,317.87
AUDIT	12/31/19	FM DIVERSION			158,168.88
		DECEMBER INTEREST			
AUDIT	12/31/19	FM DIVERSION			20,934.65
		PAYROLL EXPENSES			
AUDIT	12/31/19	FM DIVERSION			1,688.97
		MISC EXPENSES			
	12/31/19	PAYMENT			187,317.87-

Current	30 days	60 days	90 days
180792.50			

DUE DATE: 1/30/20

PAYMENT DUE: 180,792.50
TOTAL DUE: \$180,792.50

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/31/19 DUE DATE: 1/30/20 NAME: CITY OF FARGO
CUSTOMER NO: 198/294 TYPE: CA - COUNTY AUDITOR

REMIT AND MAKE CHECK PAYABLE TO:
CASS COUNTY FINANCE
211 9TH ST S
PO BOX 2806
FARGO ND 58108-2806
(701) 241-5606

TOTAL DUE: \$180,792.50



**MARSH & McLENNAN
AGENCY**

-----**INVOICE**-----

Metro Flood Diversion Authority
PO Box 2806
Fargo, ND 58108

Invoice Date 12/16/19
Invoice No. 1022421
Bill-To Code METROFLOOD
Client Code METROFLOOD
Inv Order No. 800*1276108

Named Insured: Metro Flood Diversion Authority

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Marsh & McLennan Agency LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
10/03/19	10/03/19 to 10/03/20	North Dakota Insurance Reserve Fund Policy No. GL345501 *New - CL General Liability General Liability annual premium Payment by ACH/Wire: Routing #: - ACH: 071000039 - Wire: 026009593 Account #: 8188193262 Account Name: Marsh & McLennan Agency LLC Bank: Bank of America 2000 Clayton Road Concord, CA 94520-2425 Payment by credit card: www.securfee.com/marshmma Third party fee will apply. Payment by check: Marsh & McLennan Agency 62886 Collection Center Drive Chicago, IL 60693-0628 Questions? Call: Fargo office 701-237-3311 Sioux Falls office 605-339-3874	8,995.00

*Premiums Due and Payable on Effective Date

AMENDED MASTER AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

**METRO FLOOD DIVERSION AUTHORITY
as Diversion Authority**

and

**CH2M HILL ENGINEERS, INC.,
A wholly owned subsidiary of Jacobs Engineering Group, Inc.
as CH2M**

Dated as of January 31, 2020

Related to:

An agreement in which the Diversion Authority is retaining CH2M to provide professional services and program management services for the Fargo-Moorhead (FM) Metropolitan Area Diversion Project.

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078-0458

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EXHIBIT A – FEDERAL CERTIFICATION FORMS

AMENDED MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDED MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made as of January 31, 2020, by and between the Metro Flood Diversion Authority (“Diversion Authority”) and CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Group, Inc. (“CH2M”) (collectively, the “parties”).

WHEREAS, the Diversion Authority and the United States Army Corps of Engineers (“USACE”) have completed significant work in readying the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”) for implementation; and

WHEREAS, using a Split Delivery Method, the multiple Project features will be split into those implemented by the Diversion Authority and those implemented by the USACE, with the Diversion Authority delivering the majority of the Diversion Authority’s features through a Public-Private Partnership (“P3”) delivery method; and

WHEREAS, the portions of the Project that the Diversion Authority will implement through a P3 are collectively referred to as the Diversion Channel and Associated Infrastructure Work Package (“DCAI WP”); and

WHEREAS, the Diversion Authority has selected CH2M to provide the Diversion Authority with program management services, subject to the oversight of the Executive Director and the Diversion Authority Board; and

WHEREAS, the Diversion Authority desires to enter into this master agreement for professional services with CH2M and retain CH2M to provide program management services for the Fargo-Moorhead (FM) Area Diversion Project, commencing on January 31, 2020, which supersedes and replaces the prior agreement between the parties dated January 13, 2017.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. **EMPLOYMENT.** The Diversion Authority hires CH2M, which accepts the hiring with the Diversion Authority pursuant to this Agreement. CH2M is an independent contractor under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.
2. **DEFINITIONS.** All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement as defined in this Section, unless a different meaning clearly applies from the context.

“Agreement” means this Master Agreement for Professional Services by and between the Metro Flood Diversion Authority and CH2M Hill, Inc.

“Best Efforts” means that the parties to this Agreement will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with applicable federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable federal or state law.

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

“City of Fargo” means the City of Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

“Consultant” means the individual or entity with which the Owner has contracted for performance of the services as set forth in this Agreement.

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

“Effective Date” means January 31, 2020.

“Executive Director” means the Chief Administrative Officer of the Metro Flood Diversion Authority.

“Fargo-Moorhead Metropolitan Area” means Fargo, North Dakota, Moorhead, Minnesota, and surrounding communities; it is further defined by the United States Census Bureau as comprising all of Cass County, North Dakota, and Clay County, Minnesota, which includes the cities of Dilworth, Minnesota, West Fargo, North Dakota, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

“Fargo-Moorhead Metropolitan Area Flood Risk Management Project” has the same definition as “Project” in this Agreement and is the name given to the Project by the USACE.

“Good Faith” means observance of reasonable commercial standards of fair dealing in a given trade of business.

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

“JPA” or “Joint Powers Agreement” means the agreement dated as of June 1, 2016, by and between the Member Entities.

“LJPA” or “Limited Joint Powers Agreement” means the agreement dated July 11, 2011, and subsequently amended, which was entered into between the City of Moorhead, the City of Fargo, Clay County, Cass County, the Buffalo-Red River Watershed District and the Cass County Joint Water Resource District in order to cooperate in the planning and design phase of the Locally Preferred Plan.

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District.

“Metro Flood Diversion Authority” means the political subdivision created by the LJPA and continued through and vested with the powers set forth in the JPA.

“Owner” means the individual or entity with which the Consultant has contracted regarding the services set forth herein, and which has agreed to pay Consultant for the performance of the services, pursuant to the terms of this Agreement.

“Person” means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013, and as further amended by the Final Supplemental Environmental Assessment, Modifications to the Fargo Moorhead Metropolitan Area Flood Risk Management Program dated February 2019 and the Fargo-Moorhead Flood Risk Management Project, Final Supplemental Environmental Impact Statement dated November 12, 2018.

3. AUTHORIZATION TO PROCEED. Execution of this Agreement by the Diversion Authority will be authorization for CH2M to proceed with the work, unless otherwise provided for in this Agreement.
4. PRIOR AGREEMENTS. Any prior agreements between the Diversion Authority or its Member Entities and CH2M shall, upon execution of this Agreement, be terminated and have no further force and effect, except Task Order 4, Task Order 5, and Task Order 6 shall remain effective until their respective expiration dates unless terminated pursuant to this Agreement. This Agreement shall supersede the prior agreement, dated January 13, 2017, between the Diversion Authority and CH2M. Upon execution of this Agreement, the January 13, 2017 agreement between the Diversion Authority and CH2M shall terminate and have no further force and effect, except Task Order 4, Task Order 5, and Task Order 6 shall remain effective until their respective expiration dates unless terminated pursuant to this Agreement.
5. REQUIRED MEETINGS. On the first Friday of every month during the term of this Agreement, or as otherwise agreed to by the parties, CH2M’s Program Manager will meet with the Diversion Authority Executive Director to discuss, coordinate, and build a consensus around the intended services to be performed during that month. CH2M will also be responsible for preparing a programmatic update to be presented by the Executive Director at the Diversion Authority Board meeting each and every month, unless agreed to otherwise by the parties.

6. SCOPE OF SERVICES. CH2M's detailed scope of services, work schedule, and cost budget will be mutually agreed upon in writing and set forth in Task Orders issued by the Diversion Authority under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference, and the provisions of this Agreement shall apply to all Task Orders. In general, CH2M's services will include services in support of the Fargo-Moorhead Area Diversion Project as mutually agreed upon between the parties.
7. CHANGES TO SCOPE OF SERVICES. The Diversion Authority may make or approve changes within the general scope of services in this Agreement. If such changes affect CH2M's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement or to a Task Order.
8. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA. CH2M and the Diversion Authority acknowledge that the reliability of CH2M's services depends upon the accuracy and completeness of the data supplied to CH2M. The Diversion Authority accepts sole responsibility for errors or delays in services resulting from inaccurate or incomplete data supplied to CH2M, and the Diversion Authority acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Diversion Authority to CH2M. CH2M must receive promptly the information to deliver the Services as well as the Diversion Authority's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the Diversion Authority's products or equipment, systems, and/or processes that are the focus of CH2M's service(s).
9. TASK ORDERS. CH2M shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Diversion Authority. The Diversion Authority shall compensate CH2M only for work contained within the Task Orders. If CH2M engages in work beyond the scope of a Task Order, the Diversion Authority shall not compensate CH2M for that work, unless agreed to in writing by the Diversion Authority prior to the work being completed. All amendments to Task Orders must be authorized and provided by the Diversion Authority in writing.
10. PERSONNEL. CH2M must provide the services of a "Program Manager" and designated CH2M associates and employees under his or her management. All persons assigned by CH2M to perform services under this Agreement shall be fully qualified to perform the work assigned to them. CH2M shall devote such personnel and resources, time, attention and energies to the Diversion Authority's business as are necessary to fulfill the duties and responsibilities required by the Diversion Authority. CH2M must endeavor to minimize turnover of personnel performing services under this Agreement. If the Diversion Authority is dissatisfied with any of CH2M's personnel, the Diversion Authority reserves the right to require removal of those personnel from the Task Order. The Diversion Authority shall provide CH2M with a written statement, including reasonable detail, outlining its reasons for desiring removal. Replacement personnel for the removed person shall be fully qualified for the position.
11. PERSONNEL IDENTIFIED FOR PROJECT DELIVERY. CH2M agrees and acknowledges that the following specifically identified individuals shall be assigned the following roles for this Agreement (hereinafter "Key Personnel"):

Individual	Position	Email
Kim Daily	Program Manager	Kimberly.Daily@jacobs.com
Paul Barthel	Deputy Program Manager	Paul.Barthel@jacobs.com
Andrew Dobson	Principal P3 Specialist	Andrew.Dobson@jacobs.com
John Glatzmaier	Senior Task Manager	John.Glatzmaier@jacobs.com

CH2M shall use its Best Efforts to assure that Key Personnel are available to provide services to the Project and as points of contact for the Executive Director and General Counsel of the Diversion Authority. In the event that any of the Key Personnel are not available for the Project, CH2M shall notify the Executive Director of the Diversion Authority within ten (10) days of the Key Personnel's non-availability. CH2M shall provide the resumes of the individual(s) it is proposing to replace the non-available Key Personnel and the Diversion Authority will review the resume and may approve the new Key Personnel. The Diversion Authority will act in Good Faith and in a reasonable manner when reviewing and approving new Key Personnel. In the event that the Diversion Authority determines that the new Key Personnel are not acceptable, CH2M will propose new Key Personnel.

12. SUBCONTRACTORS. CH2M may enter into agreements with subcontractors in furtherance of their services under this Agreement, as approved by the Executive Director.
13. TERM. Unless terminated under Section 43, Termination, this Agreement shall remain in full force and effect for a period of approximately seven (7) years from the date of execution on January 31, 2020, through December 31, 2026. This Agreement shall take full force and effect on January 31, 2020, upon approval and execution by the Diversion Authority Board. Upon expiration of the initial term of this Agreement, this contract may be renewed by mutual agreement of the parties.
14. EXTENSION OF TERM. This Agreement may be extended by written Amendment. If this Agreement expires before the completion of a Task Order, the Agreement shall be deemed to have been extended until the completion of services under the applicable Task Order.
15. COMPENSATION. For all services rendered by CH2M, the Diversion Authority will pay CH2M based on the time spent by those CH2M team members working on the Project and the hourly charging rates applicable to those CH2M team members, plus office space costs as set forth in Article 19 of this Agreement, plus subcontracts with non CH2M-affiliated Companies and Outside Services, plus a service charge of ten percent (10%) on Subcontracts and Outside Services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Time will be tracked and billed in one (1) hour increments for each CH2M team member. CH2M's Hourly Rates for services rendered from the Effective Date through December 31, 2020, are listed below. Beginning January 1, 2021, Hourly Rates may be increased by amounts that do not exceed 3% of the 2020 rates provided in this Agreement. The Executive Director of the Diversion Authority shall be allowed to review the hourly rates of CH2M on a quarterly basis to determine the gross profit ratios.

2020 Rates	
Labor Classification	Hourly Rate
Principal P3 Specialist	\$457.25
Principal in Charge/Senior Advisor	\$441.33
Program Manager	\$409.51
Dep. Program Manager	\$384.05
P3 Specialist	\$350.10
PM/Sr. Task Manager	\$334.18
Task Manager	\$308.72
Senior Engineer/ Sr. Scientist	\$246.13
Assoc. Engineer/ Scientist	\$188.84
Sr. Tech/Procurement	\$176.11
Staff Engineer/Scientist	\$157.01
Staff Technician	\$145.34
Jr. Technician/Accounting	\$119.88
Administrative	\$107.15
Office Assistant	\$89.12

The Diversion Authority will compensate CH2M as set forth above and in accordance with each Task Order, including Task Order 4, Task Order 5, and Task Order 6 issued under the previous Master Agreement for Professional Services dated January 13, 2017. Work performed under this Agreement may be performed using labor from affiliated companies of CH2M. Such labor will be billed to the Diversion Authority under the same billing terms applicable to CH2M's employees. Labor performed by sub-consultants will be billed at the terms approved by the Executive Director.

The compensation is payable following the end of each month upon submission by CH2M of a monthly invoice setting forth the services performed in that month on behalf of the Diversion Authority. Invoices shall be sent as required in Section 16 of this Agreement. Invoices are due and payable within thirty (30) days of receipt. If a work order issued under this Agreement contains a not-to-exceed compensation amount, the Diversion Authority will only pay compensation to CH2M for fees and/or expenses that are less than or equal to the not-to-exceed amount stated on the work order, unless the work order has been amended pursuant to Section 7 of this Agreement.

- A. **Budget.** Budgetary amounts, excluding taxes, will be established for each Task Order executed under the Agreement. CH2M will make reasonable efforts to complete the work within the budget and will keep the Diversion Authority informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. CH2M is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Diversion Authority obligated to pay CH2M beyond these limits. When any budget has been increased, CH2M's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

- B. **Hourly Rates.** Hourly rates are those hourly rates charged for work performed on the Project by CH2M's employees of the indicated classifications. These rates include all allowances for salary, overheads, fees, and all expenses, but do not include allowances for subcontracts and outside services.

16. INVOICING AND PAYMENT.

- A. CH2M must submit invoices to the Diversion Authority on the twentieth (20th) day of each month for all services provided and allowed expenses incurred during the preceding month. CH2M's Program Manager must personally review each invoice before it is sent to the Diversion Authority to determine its accuracy and fairness, and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be processed by the Diversion Authority for the following month.

- B. CH2M must submit each original invoice to:

Metro Flood Diversion Authority
APIInvoicesFMDiv@jacobs.com
and
Joel Paulsen
PaulsenJ@FMDiversion.gov

- C. CH2M's invoices must be detailed and precise. CH2M's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:

- (1) CH2M's name and address;
- (2) CH2M's federal employer identification number;
- (3) Unique invoice number;
- (4) Billing period;
- (5) Description of each activity performed for each day in which services were performed;
- (6) Work order number associated with each activity, in accordance with the Task Order Budgetary Breakdown;
- (7) Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Task Order Budgetary Breakdown;
- (8) Total amount of fees and costs "billed to date," including the preceding month; and
- (9) Preferred remittance address, if different from the address on the invoice's coversheet
- (10) All of the work performed during that billing period, in accordance with the Task Order Budgetary Breakdown.

- D. CH2M's invoice must be printed on a printed bill head and signed by the Program Manager or other authorized signatory.

- E. CH2M must keep copies of invoices and receipts and provide copies for the Diversion Authority's review upon request.

- F. After the Diversion Authority receives CH2M's invoice, the Diversion Authority will either process the invoice for payment or give CH2M specific reasons, in writing within fifteen (15) business days, why part or all of the Diversion Authority's payment is being withheld and what actions CH2M must take to receive the withheld amount.
 - G. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Diversion Authority shall pay the undisputed portion. The Diversion Authority will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.
 - H. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, CH2M must credit any payment in error from any payment that is due or that may become due to CH2M under this Agreement.
 - I. The Diversion 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.
 - J. If the Diversion Authority fails to make payment in full within thirty (30) days of the date due for any undisputed billing, CH2M may, after giving seven (7) days' written notice to the Diversion Authority, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CH2M will have no liability to the Diversion Authority for delays or damages caused by the Diversion Authority because of such suspension.
 - K. CH2M must pay all fees, fines, taxes, or other costs of doing business related to the services, except for the expenses allowed under Section 15 of this Agreement.
17. RELATIONSHIP BETWEEN PARTIES. CH2M is retained by the Diversion Authority only for the purposes and to the extent set forth in this Agreement, and its relationship to the Diversion Authority shall, during the period or periods of services under this Agreement, be that of an independent contractor. CH2M shall be free to use such portion of CH2M's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the Diversion Authority. Neither CH2M, nor its personnel, shall be considered to be employed by the Diversion Authority or entitled to participate in any plans, arrangements or distributions by the Diversion Authority pertaining to or in connection with any benefits accorded the Diversion Authority's regular employees. The Diversion Authority shall not be financially responsible to CH2M except for the payment of compensation and expenses specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, public employee's retirement, life or disability coverage, sick leave or holiday pay or vacation pay or any benefit of any kind not specifically set forth in this Agreement. Likewise, the Diversion Authority shall not be responsible for wage or salary withholding to the federal or any state government.
18. REPRESENTATIONS AND WARRANTIES. CH2M represents and warrants that the following statements are true:

- A. CH2M has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Diversion Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - B. The Team Members performing the work hereunder have no interest that would constitute a conflict of interest with the Diversion Authority during the term of the Project. This does not preclude or prohibit other CH2M employees or representatives from working with other parties who may participate on the Project and have potential or actual adverse interest to the Diversion Authority.
 - C. This Agreement does not constitute a conflict of interest or default under any of CH2M's other agreements.
 - D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect CH2M's ability to perform under this Agreement.
 - E. CH2M is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.
 - F. During the term of this Agreement, CH2M must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. CH2M must immediately notify the Diversion Authority if any representation and warranty becomes untrue.
 - G. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.
19. **OFFICE SPACE.** CH2M shall be responsible for the provision of all office space necessary to complete its work under the terms of this Agreement. Commencing on January 1, 2020 and extending through the Term of this Agreement, CH2M will invoice the Diversion Authority the following amounts:

<u>Month</u>	<u>Amount</u>
January 2020	\$22,599
February 2020	\$22,599
March 2020	\$22,599
April 2020	\$22,599
May 2020	\$22,599
June 2020	\$22,599
July 2020	\$22,599
August 2020	\$23,072
September 2020	\$23,072
October 2020	\$23,072
November 2020	\$23,072
December 2020	\$23,072

January 2021	\$23,072
February 2021	\$23,072
March 2021	\$23,072
April 2021	\$23,072
May 2021	\$23,072
June 2021	\$23,072
July 2021	\$23,072

The Diversion Authority will only be responsible for such payments for months included in the period of performance in an approved Task Order. Upon expiration of the initial term of the lease agreement held between CH2M and its landlord, CH2M shall not extend the lease without prior written authorization from the Diversion Authority. Prior to the expiration of the lease agreement, this Agreement may be amended, with the written approval of the Diversion Authority, to include compensation for new and reasonable lease arrangements in order to provide for the provision of all office space necessary to complete CH2M's work under the terms of this Agreement.

20. WORKING RELATIONSHIP. CH2M's Program Manager and Deputy Program Manager shall be the individuals that will engage with the Diversion Authority Board and the Diversion Authority's Executive Director. CH2M shall work in close cooperation and coordinate with the Diversion Authority's advisors: John T. Shockley, local counsel; Ashurst, LLP, P3 legal advisor; and Ernst & Young Infrastructure Advisors, financial advisor, under such terms and conditions as may be set from time to time by the Diversion Authority.

CH2M recognizes that the Diversion Authority has assigned to the CCJWRD the tasks of acquiring property rights in North Dakota and contracting for the Oxbow-Hickson-Bakke Ring Levee project and to the Moorhead Clay County Joint Powers Authority (MCCJPA) the task of acquiring property rights in Minnesota. Under this Agreement, CH2M shall answer to and comply with all CCJWRD and MCCJPA work directives in furtherance of those responsibilities of the CCJWRD and MCCJPA which are in accordance with CH2M's scope of work under Task Order 4, Task Order 5, and Task Order 6.

21. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by CH2M in accordance with the independent professional judgment of each of its employees. CH2M shall require its personnel to perform the services rendered in accordance with accepted principals of its industry in the State of North Dakota. CH2M personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the State of North Dakota.
22. STANDARD OF CARE. The standard of care applicable to CH2M's services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar Services at the time said services are performed. CH2M will re-perform any services not meeting this standard without additional compensation.

23. SUBSURFACE INVESTIGATIONS. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M.

24. CH2M'S PERSONNEL AT CONSTRUCTION SITE.

- A. The presence or duties of CH2M's personnel at a construction site, whether as onsite representatives or otherwise, do not make CH2M or CH2M's personnel in any way responsible for those duties that belong to the Diversion Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
- B. CH2M and CH2M's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CH2M's own personnel.
- C. The presence of CH2M's personnel at a construction site is for the purpose of providing to the Diversion Authority a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). CH2M neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- D. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

25. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

- A. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, CH2M has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, CH2M makes no warranty that the Diversion Authority's actual

Project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M's opinions, analyses, projections, or estimates.

- B. If the Diversion Authority wishes greater assurance as to any element of Project cost, feasibility, or schedule, the Diversion Authority will employ an independent cost estimator, contractor, or other appropriate advisor.
26. CONSTRUCTION PROGRESS PAYMENTS. Recommendations by CH2M to the Diversion Authority for periodic construction progress payments to the construction contractor(s) will be based on CH2M's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CH2M to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CH2M has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the Diversion Authority free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between the Diversion Authority and the construction contractors that affect the amount that should be paid.
27. RECORD DRAWINGS. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CH2M is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
28. CONSULTANT'S INSURANCE. CH2M shall maintain throughout this Agreement the following insurance:
- A. CH2M shall purchase and maintain throughout this Agreement such insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from CH2M's performance of the work and CH2M's other obligations under the Contract Documents, whether it is to be performed by CH2M, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:
- (1) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of CH2M's employees;
 - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CH2M's employees;
 - (4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CH2M, or
 - (b) by any other person for any other reason;
- (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

B. The policies of insurance required by this Section 28 will:

- (1) With respect to insurance required by above paragraphs 28(A)(3) through 28(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional liability and Workers Compensation) the Diversion Authority, the State of North Dakota, and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;
- (a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability policies, must be from insurers rated "A-" or better by the A.M. Best Company, Inc.
- (2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by Laws or Regulations, whichever is greater;
- (3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given to the Diversion Authority and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by CH2M pursuant to this section will so provide);
- (4) Remain in effect at least until final payment and at all times thereafter when CH2M may be correcting, removing, or replacing defective work;
- (5) Include completed operations coverage:
- (a) Such insurance will remain in effect for two (2) years after final payment.
 - (b) CH2M will furnish the Diversion Authority and each other additional insured identified, to whom a certificate of insurance has been issued, evidence satisfactory to the Diversion Authority and any such additional insured of continuation of such insurance at final payment and one year thereafter.

- (6) Not limit in any way CH2M’s duties to defend, indemnify, and hold harmless the Diversion Authority and the State of North Dakota, and those parties’ officers, employees, agents, consultants, subcontractors, and representatives in accordance with Section 40;
 - (7) Either in the policies or in endorsements, contain a “waiver of subrogation” (except for in the Professional Liability Policy) that waives any right to recovery any of CH2M’s insurance companies might have against the Diversion Authority or the State of North Dakota.
 - (8) Either in the policies or in endorsements, contain a provision that CH2M's insolvency or bankruptcy will not release the insurers from payment under the policies, even when CH2M’s insolvency or bankruptcy prevents CH2M from meeting the retention limits under the policies;
 - (9) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers Compensation and Professional liability policies);
 - (10) Either in the policies or in endorsements, contain a provision that the legal defense provided to the Diversion Authority and the State of North Dakota must be free of any conflict of interest, even if retention of separate legal counsel is necessary;
 - (11) Either in the policies or in endorsements, contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C § 54-12-08;
 - (12) Either in the policies or in endorsements, contain a provision that CH2M’s policies will be primary and noncontributory regarding any other insurance maintained by or available to the Diversion Authority or the State of North Dakota, and that any insurance maintained by those parties will be in excess of CH2M’s insurance and will not contribute with it (except for Worker’s Compensation and Professional Liability Policies).
- C. The limits of liability for the insurance required by this Section 28 will provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
- (1) Worker’s Compensation, and related coverages under Paragraphs 28(A)(1) and 28(A)(2):
 - (a) State: Statutory;
 - (b) Applicable Federal (e.g. Longshoreman’s): Statutory;
 - (c) Employer’s Liability: \$1,000,000.

(2) CH2M's General Liability under Paragraphs 28(A)(3) through 28(A)(6) which will include premises or operations coverage, completed operations and product liability coverages, and will eliminate the exclusion with respect to property under the care, custody, and control of CH2M:

- (a) General Aggregate: \$10,000,000
- (b) Products- Completed Operations Aggregate: \$2,000,000
- (c) Personal and Advertising Injury: \$2,000,000
- (d) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000
- (e) Property damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- (f) Excess or Umbrella liability:
 - i. General Aggregate: \$10,000,000
 - ii. Each Occurrence: \$10,000,000

(3) Automobile Liability under Paragraph 28(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

- (a) Bodily injury:
 - i. Each person: \$2,000,000
 - ii. Each accident: \$2,000,000
- (b) Property Damage:
 - i. Each accident: \$2,000,000
- OR
- (c) Combined Single
 - i. Limit of: \$2,000,000

(4) Professional Liability coverage will provide coverage for not less than the following amounts:

- (a) Each claim made: \$3,000,000
- (b) Annual Aggregate: \$3,000,000

(5) The following will be included as additional insured on all of CH2M's insurance policies required under this Agreement:

- (a) Cass County Joint Water Resource District;
- (b) Diversion Authority; and
- (c) State of North Dakota.

(6) If CH2M is domiciled outside of the State of North Dakota, CH2M will purchase and maintain employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on CH2M's Workers' Compensation and General Liability Policies.

D. CH2M will ensure that any Subcontractor purchases and maintains the same insurance policies and endorsements required of CH2M under the Contract Documents, with the same conditions and terms required of CH2M and its insurers.

- E. If any required policy is written on a “claims made” form, CH2M must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Diversion Authority’s acceptance of all services provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that services commence under this Agreement.
 - F. Before CH2M begins performing services, CH2M must send the Diversion Authority certificates of insurance and any applicable endorsements attesting to the existence of coverage. CH2M will not allow its policies to be cancelled, lapse, terminate or be amended to reduce coverage below the minimums called for in this Agreement without thirty (30) days’ notice to the Diversion Authority. The certificates of insurance issued to confirm CH2M’s compliance must reference this Agreement.
 - G. If required insurance lapses during the term of this Agreement, the Diversion Authority is not required to process invoices after such lapse until CH2M provides evidence of reinstatement that is effective as of the lapse date.
 - H. The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker’s compensation coverage for the benefit of CH2M’s employees during the terms of this Agreement.
29. THIRD PARTY DESIGNERS. The Diversion Authority and CH2M acknowledge and agree that some of the Design Services for the Project will be separately engaged by the Diversion Authority through retention of separate design professionals or provided by the USACE. Notwithstanding any provision to the contrary, CH2M shall have no responsibility for the accuracy or sufficiency of documentation prepared by those design professionals. CH2M will notify the Diversion Authority of errors, discrepancies and inconsistencies it may discover in such documents. If such errors, discrepancies or inconsistencies cause an increase in cost or the time for performance, CH2M shall be entitled to an equitable adjustment. In the event CH2M performs constructability reviews, value engineering or any other reviews or tasks involving the design for the Work contemplated by the Project, it is understood that such reviews will not render CH2M liable in any manner for the duties of the Diversion Authority’s separately-retained design professionals or the USACE.
30. OPEN RECORDS. CH2M will cooperate with the Diversion Authority in responding to any request for documents by any third party to the extent such documents may be required to be disclosed under Chapter 44-04 of North Dakota Century Code regarding open records laws.
31. DATA FURNISHED BY THE DIVERSION AUTHORITY. The Diversion Authority will provide to CH2M all data in the Diversion Authority's possession relating to CH2M's services on the Project. CH2M will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Diversion Authority.
32. ACCESS TO FACILITIES AND PROPERTY. The Diversion Authority will make its facilities accessible to CH2M as required for CH2M's performance of its services and will provide labor and safety equipment as required by CH2M for such access. The Diversion Authority will perform, at no cost to CH2M, such tests of equipment, machinery, pipelines,

and other components of the Diversion Authority's facilities as may be required in connection with CH2M's services.

33. ADVERTISEMENTS, PERMITS, AND ACCESS. Unless otherwise agreed to in the Scope of Services, the Diversion Authority will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CH2M's services or Project construction.
34. TIMELY REVIEW. The Diversion Authority will examine CH2M's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the Diversion Authority deems appropriate; and render in writing decisions required by the Diversion Authority in a timely manner.
35. PROMPT NOTICE. The Diversion Authority will give prompt written notice to CH2M whenever the Diversion Authority observes or becomes aware of any development that affects the scope or timing of CH2M's Services, or of any defect in the work of CH2M or their third party designers or construction contractors.
36. ASBESTOS OR HAZARDOUS SUBSTANCES. If asbestos or hazardous substances in any form are encountered or suspected, CH2M will stop its own work in the affected portions of the Project to permit testing and evaluation. If asbestos is suspected, CH2M will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, CH2M will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. Client recognizes that CH2M assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M.
37. CONTRACTOR INDEMNIFICATION AND CLAIMS.
 - A. The Diversion Authority agrees to include in all construction contracts the provisions of Section 24, CH2M's Personnel at Construction Site, and provisions providing contractor indemnification of the Diversion Authority and CH2M for contractor's negligence.
 - B. The Diversion Authority shall require construction contractor(s) to name the Diversion Authority, CH2M, and its subcontractors as additional insureds on the contractor's general liability insurance policy.
 - C. The Diversion Authority agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers: "Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against CH2M, CH2M's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the consulting services performed. The Diversion Authority will be the only beneficiary of any undertaking by CH2M."

38. OWNER'S INSURANCE.

- A. The Diversion Authority will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.
- B. The Diversion Authority will provide for a waiver of subrogation as to all Owner-carried property damage insurance, during construction and thereafter, in favor of CH2M, CH2M's officers, employees, affiliates, and subcontractors.
- C. The Diversion Authority is not responsible for the payment of deductibles owed under CH2M's insurance policies.
- D. The Diversion Authority will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite Owner-furnished equipment and/or materials associated with CH2M's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to CH2M and the construction contractor(s) (or the Diversion Authority), and their respective officers, employees, agents, affiliates, and subcontractors. The Diversion Authority will provide CH2M a copy of such policy.
- E. The Diversion Authority reserves the right to enter into a program-wide insurance plan at its expense. CH2M agrees to participate in such a program if named as an insured party.

39. LITIGATION ASSISTANCE. Services required or requested of CH2M by the Diversion Authority to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Diversion Authority, except for suits or claims between the parties to this Agreement, will be defined in an authorized Task Order and reimbursed as mutually agreed.

40. INDEMNIFICATION. CH2M will defend, indemnify, and hold harmless the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of CH2M, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the Diversion Authority or the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to CH2M's obligations to defend, indemnify, and hold harmless. CH2M's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. CH2M's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in the Contract Documents, and anything in excess of any of CH2M's insurance policy limits. CH2M's obligations to defend, indemnify, and hold harmless will continue for a period of not less than six (6) years

following completion of the Project or any termination or expiration of the Contract Documents.

The indemnified party shall provide notice to CH2M after obtaining knowledge of any claim that it may have pursuant to this Section 40. In the event the indemnified party pursues a claim pursuant to this Section 40, the indemnified party will also provide relevant information and assistance to CH2M.

41. LIMITATION OF LIABILITY. To the maximum extent permitted by law, CH2M's liability for the Diversion Authority's damages will not, in the aggregate, exceed twenty million dollars (\$20,000,000). This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether CH2M's liability arises under breach of contract or warranty; tort, including negligence, strict liability, statutory liability, or any other cause of action, and shall include CH2M's officers, affiliated corporations, employees, and subcontractors.

42. BREACH AND REMEDIES.

A. A breach exists under this Agreement if either party:

- (1) Makes a material misrepresentation in writing; or
- (2) Fails or is unable to meet or perform any material promise in this Agreement, and
 - (a) Is incapable of curing the failure, or
 - (b) Does not cure the failure within twenty (20) days following notice (or within a longer period if specified in the notice).

B. CH2M must give the Diversion Authority notice immediately if CH2M breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.

C. The parties will use their Best Efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

D. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

43. TERMINATION.

A. 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 twenty (20) days of written notice and diligently complete the correction thereafter.

B. The Diversion Authority may terminate this Agreement, in whole or in part, or modify or limit CH2M's services, and proportionately, CH2M's compensation, if:

- (1) The Diversion Authority determines that having CH2M provide services has become infeasible due to changes in applicable laws or regulations, or

- (2) Expected or actual funding to compensate CH2M is withdrawn, reduced, or limited.
- C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) days' written notice.
- D. On termination, CH2M will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- E. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either CH2M or the Diversion Authority may terminate this Agreement immediately upon written notice.
- F. Upon receipt of any termination notice from the Diversion Authority, CH2M must promptly discontinue all affected services unless the parties mutually agree otherwise.
- G. Upon the end date of the Agreement, which is the date when this Agreement as a whole expires or is terminated pursuant to its terms:
 - (1) The Diversion Authority will be released from compensating CH2M for services other than those CH2M satisfactorily performed prior to the end date.
 - (2) CH2M must submit CH2M's final invoice for payment within sixty (60) days of the end date. The Diversion Authority will not pay any CH2M invoice received after this period.
 - (3) CH2M will be released from performing services, except for services in any non-terminated portion of the Agreement.
- H. All rights and duties with respect to services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.
- I. In the event of termination, expiration, or removal/withdrawal, CH2M must withdraw as parties mutually agree to the Diversion Authority (and any person represented on the Diversion Authority's behalf) as soon as it is reasonably possible to do so without (1) prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf) or (2) violation of CH2M's statutory or ethical duties. CH2M must notify the Diversion Authority of any further services, prior to withdrawal or substitution, which CH2M believes are necessary to avoid prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf), and obtain the Diversion Authority's consent prior to performing such services.

50. MATERIALS AND SAMPLES. Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within sixty (60) days of Project close-out unless agreed to otherwise. The Diversion Authority recognizes and agrees that CH2M is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.
51. CONSULTANT'S DELIVERABLES. A party may rely on data or information that the party receives from the other party by hard copy or electronic media. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents. CH2M's deliverables are for the Diversion Authority or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
52. ACCESS TO CH2M'S ACCOUNTING RECORDS AND AUDIT RIGHTS.
- A. CH2M must allow the Diversion Authority and its designees to review and audit CH2M's financial documents and records relating to this Agreement. CH2M will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to the Diversion Authority for a period of one (1) year after CH2M's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The Diversion Authority may only audit accounting records applicable to a cost-reimbursable type compensation. Upon finalization of the audit, the Diversion Authority will submit to CH2M a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to CH2M at the completion of an audit.
- B. Within sixty (60) days after the date of the Notice of Audit Results, CH2M will respond, in writing, to the Diversion Authority indicating (a) whether it concurs with the audit report, (b) clearly explaining the nature and basis for any disagreement as to a disallowed item of expense, and (c) providing a written explanation as to any questioned or no opinion expressed item of expense ("Response"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, CH2M may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the Diversion Authority. The Response will refer to and apply the language of this Agreement. CH2M agrees that failure to submit a Response within the sixty (60) day period constitutes agreement with any disallowance of an item or expense and authorizes the Diversion Authority to finally disallow any items of questioned or no opinion expressed cost.
- C. The Diversion Authority will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If the Diversion Authority determines that an overpayment has been made to CH2M, CH2M will repay the amount to the Diversion Authority or reach an agreement with the Diversion Authority on a repayment schedule within thirty (30) days after the date of an invoice from the Diversion Authority. If CH2M fails to repay the overpayment or reach an agreement with the Diversion Authority on

a repayment schedule within the thirty (30) day period, CH2M agrees that the Diversion Authority will deduct all or a portion of the overpayment from any funds then or thereafter payable by the Diversion Authority to CH2M for this project. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be the interest rate on judgments in North Dakota as calculated by the state court administrator pursuant to N.D.C.C. § 28-20-34. The rate of interest will be reviewed annually by the Diversion Authority and adjusted as necessary. CH2M expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit to contest the Diversion Authority's decision only as to any item of expense the disallowance of which was disputed by CH2M in a timely-filed Response.

53. OWNERSHIP. Ownership of work product and inventions created by CH2M shall be as follows:

- A. **Pre-Existing Consultant Materials.** The Diversion Authority acknowledges and agrees that in the performance of the services, CH2M will utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that developed or licensed from third parties prior to the effective date of this Agreement (the "Pre-Existing Consultant Materials") and that CH2M shall retain all right, title and interest, including intellectual property rights in the Pre-existing Consultant Materials. Subject to the terms and conditions of this Agreement, CH2M hereby grants to the Diversion Authority a non-exclusive, non-transferable, royalty-free license, fully assignable to the Diversion Authority's member entities, to utilize the Pre-Existing Consultant Materials for the purpose of the Diversion Authority's Project.
- B. **Derivative Consultant Materials.** The Diversion Authority acknowledges and agrees that in the performance of the services, Consultant will utilize and develop customization, enhancements, improvements, modifications and adaptations of and to the Pre-Existing Consultant Materials (the "Derivative Consultant Materials"). CH2M shall retain all right, title and interest, including intellectual property rights in the Derivative Consultant Materials. Subject to the terms and conditions of this Agreement, CH2M hereby grants to the Diversion Authority a non-exclusive, non-transferable, royalty-free license, fully assignable to the Diversion Authority's member entities, to utilize the Derivative Consultant Materials.
- C. **New Consultant Materials.** The Diversion Authority acknowledges and agrees that in the performance of the services, CH2M may utilize and develop new software, hardware and other technology or processes that do not utilize or incorporate, or are not based upon, the Pre-Existing Consultant Materials ("New Consultant Materials"). Between the parties, subject to the license grant-back set forth below, the Diversion Authority will retain all right, title and interest, including without limitation intellectual property rights, in and to the New Consultant Materials. The Diversion Authority shall have the full ownership of such New Consultant Materials without any limitation or restriction.

- D. **License Grant Back.** Subject to the terms and conditions of the Agreement, the Diversion Authority hereby grants to CH2M a non-exclusive, transferable, royalty-free license to utilize the concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software and hardware architecture, and other background technologies that are newly developed by CH2M under the Agreement and assigned to the Diversion Authority under this Agreement, to make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, import, and otherwise disposed of any products, technologies, and services and for any purposes without restriction.
- E. **License Restrictions.** Except as otherwise permitted above, the Diversion Authority and its member entities shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Consultant Materials; (ii) use the Pre-Existing Consultant Materials for any other purpose, other than the Diversion Authority's Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Consultant Materials; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Consultant Materials by itself or as incorporated in the services; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Consultant Materials. Any additional use of the Pre-Existing Consultant Materials shall require a separate written license agreement.
- F. **Miscellaneous.** Nothing contained in this Agreement shall be construed as conferring to the Diversion Authority or any third party any license or right by implication, estoppel or otherwise to any intellectual property rights of CH2M, other than the rights expressly granted under this Agreement. The Diversion Authority and its Member Entities may use said work products for the specific purpose for which the work product was intended. Any other use or reuse, without written verification or adaptation by CH2M will be at the user's sole risk.
- G. **Diversion Authority Material.** As between the parties, the Diversion Authority is the exclusive owner of all material CH2M collects from the Diversion Authority in connection with the services under this Agreement, including copyrights. Within thirty (30) days of the end date of the Agreement, or upon the Diversion Authority's notice at any time, CH2M must give all materials collected to the Diversion Authority (or to another party at the Diversion Authority's direction). Unless the Diversion Authority specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. CH2M must maintain CH2M's records relating to services under this Agreement and CH2M's invoices, and all other materials, in an accessible location and condition for a period of not less than one (1) year after the later of:
- (1) The date when CH2M receives final payment under this Agreement; or
 - (2) The date when the Diversion Authority resolves with CH2M the findings of any final audit.

CH2M may retain copies of any original documents CH2M provides to the Diversion Authority and a copy of any material collected from the Diversion Authority in CH2M's confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

54. REUSE OF PROJECT DOCUMENTS. Services and deliverables are for the exclusive use of the Diversion Authority and are not to be relied upon by third parties. All reports, drawings, specifications, documents, and other deliverables of CH2M, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. The Diversion Authority agrees to indemnify CH2M and CH2M's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the Diversion Authority's related entities' unauthorized reuse, change or alteration of these Project documents. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses.
55. CONFIDENTIAL INFORMATION AND PUBLICITY.
- A. CH2M agrees to hold in confidence the following confidential information:
- (1) All information that the Diversion Authority discloses to CH2M; and
 - (2) All information to which CH2M gains access while providing services under this Agreement.
- B. Confidential information does not include any information that CH2M can demonstrate has been made available to the public (other than through a breach of this Agreement). As between CH2M and the Diversion Authority, the Diversion Authority owns the confidential information, and the Diversion Authority authorizes CH2M to use it only for purposes of performing this Agreement. CH2M may also disclose the Diversion Authority's confidential information to the extent necessary to comply with law, provided CH2M gives the Diversion Authority prior written notice. Upon the end date of this Agreement, CH2M must destroy or return all confidential information to the Diversion Authority, at the Diversion Authority's discretion, and certify to the Diversion Authority, in writing, that it has done so; provided, however, such destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such confidential information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such confidential information. Notwithstanding the foregoing, CH2M may retain one archival copy of the confidential information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.
- C. CH2M must not make any public announcement, press release, or other writing relating to the services under this Agreement without the Diversion Authority's prior written approval.

D. CH2M understands a breach under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive relief and other equitable relief are remedies available to the Diversion Authority.

56. MODIFICATION. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment approved by the Diversion Authority and executed by CH2M and the Chair of the Diversion Authority on behalf of the Diversion Authority. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement. In the event the Diversion Authority either appoints or engages CH2M as its Broker of Record or in another similar relationship, the parties shall enter into a separate service agreement.
57. FORCE MAJEURE. CH2M is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CH2M. In any such event, CH2M's contract price and schedule shall be equitably adjusted.
58. WAIVER. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

The Diversion Authority waives all claims against CH2M, including those for latent defects, that are not brought within six (6) years of substantial completion of the facility designed or final payment to CH2M, whichever is earlier.

59. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Diversion Authority, its successors and assigns, and any such successor shall be deemed substituted for the Diversion Authority under the terms of this Agreement. This Agreement shall likewise be binding upon CH2M, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.
60. NEGOTIATED AGREEMENT. This Agreement has been arrived at through negotiation between the parties.
61. INTEGRATED SERVICES. Notwithstanding anything in the Agreement to the contrary, the parties recognize and support the integrated nature of the Project team in the performance and delivery of the Program Management Services. This Agreement, and particularly the contractual risk allocation and liability provisions, shall be interpreted and applied, and the professional accountability determined in such a manner that the integrated nature, shared control of the service performance, and joint decision making roles of the parties and CH2M's role as agent for the Diversion Authority shall be given due and full consideration. Further, the Parties agree to re-visit this Agreement, if necessary, to better reflect the Parties' changing roles on the Project, and any changes in CH2M's role as the Program Manager as the Project proceeds.

62. SEVERABILITY AND SURVIVAL. If any court of competent jurisdiction declares, for any reason, any provision or part of this Agreement to be invalid, illegal, or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.
63. 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.
64. CONTROLLING LAW AND VENUE. This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
65. FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, CH2M shall complete and submit to the Diversion Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34, which are attached as Exhibits to this Agreement. CH2M shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
66. DEBARMENT AND SUSPENSION. CH2M certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. CH2M represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Upon award of this contract, CH2M shall complete and submit to the Diversion Authority the federal certification form regarding debarment and suspension, which is attached as an Exhibit to this Agreement.

67. CIVIL RIGHTS OBLIGATIONS. CH2M shall comply with the following, federal non-discrimination requirements:
- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - B. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - C. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - D. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - E. 40 CFR Part 7, as it relates to the foregoing.
 - F. Executive Order No. 11246.

Upon award of this contract, CH2M shall complete and submit to the Diversion Authority the federal certification form regarding civil rights, which is attached as an Exhibit to this Agreement.

This Agreement is executed the day and year above noted.

(Signatures contained on the following pages.)

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: _____
Dr. Timothy J. Mahoney, Chair
Diversion Authority Board

By: _____
Joel Paulsen, Executive Director

(Additional signature contained on the following page.)

CH2M:

CH2M HILL Engineers, Inc., a wholly owned subsidiary of Jacobs Engineering Group, Inc.

By: _____

Print Name: _____

Title: _____

EXHIBIT A

**FEDERAL CERTIFICATION FORMS REGARDING
LOBBYING, DEBARMENT AND SUSPENSION, AND CIVIL RIGHTS**

CERTIFICATION REGARDING FEDERAL LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
 - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

PAGE 2 - INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP).
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities.
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination.
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
5. 40 CFR Part 7, as it relates to the foregoing.
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

Signature of Authorized Official

Title

Print Name

Name of Institution or Agency

Date

Street

City, State, Zip Code

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

Office Email Address

Executive Director Contracting Recommendation

Date: 01/21/2020

RECOMMENDATION FOR ACTION:

The Executive Director have reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director for review and action. If the task order or amendment is greater than \$150,000, the Executive Director’s recommendation shall be submitted to the Finance Committee for review and action, and the Finance Committee shall submit their recommendation to the Diversion Authority Board for approval.

The PMC has prepared the following Contract Action(s):

Houston-Moore Group, LLC

\$570,074

Task Order 26, Amendment 3 - Work-In-Kind (WIK)

- Add additional budget for SEAI Local Drainage Update
- Add scope and budget for SEAI Transportation Update
- Add additional budget for SEAI Utilities Update
- Add scope and budget for SEAI Hydraulic Modeling Support
- Extend Period of Performance to December 31, 2020

BACKGROUND AND DISCUSSION:

Houston-Moore Group, LLC (HMG) has provided Work-in-Kind (WIK) engineering services under Task Order 8 from June 14, 2012 through the end of 2017. WIK services are now being performed under Task Order 26. The project alignment changed as a result of the Plan B recommendations of the Governor’s Task Force working group. The scope of work for this task order is to update the SEAI local drainage, transportation, and utility plans, and provide professional services to review USACE designs.

This amendment adds USACE requested scope and budget for Southern Embankment and Associated Infrastructure (SEAI) Local Drainage Updates, Transportation Updates, Utilities Updates, Hydraulic Modeling Support, and extends the POP for this task order to December 31, 2020.

See the table below for a summary of this task order’s contracting history, including this amendment.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original or Revised Project Cost	Agreement Execution Date	Project Completion	Comments
Task Order 26 Amendment 0	\$0	\$183,340	17-May-18	31-Dec-18	Scope and budget for SEAI local drainage, transportation, and utility plan updates.
Task Order 26 Amendment 1	\$541,306	\$724,646	07-Feb-19	31-Dec-19	Add budget for SEAI local drainage, transportation, and utility plan updates, add scope and budget for SEAI design reviews, and extend the POP to December 31, 2019.

Original Agreement or Amendment	Budget (\$) Change	Original or Revised Project Cost	Agreement Execution Date	Project Completion	Comments
Task Order 26 Amendment 2	\$56,976	\$781,622	29-May-19	31-Dec-19	Add USACE requested hydraulic modeling services to support SEAI design work.
Task Order 26 Amendment 3	\$570,074	\$1,351,696	01-Jan-20	31-Dec-20	Add scope and budget for SEAI Local Drainage Updates, Transportation Updates, Utilities Updates, Hydraulic Modeling Support, and extend the POP to December 31, 2020.

FINANCIAL CONSIDERATIONS:

Amendment 3 to Task Order 26 adds scope and budget for SEAI Local Drainage Updates, Transportation Updates, Utilities Updates, Hydraulic Modeling Support and extends the POP for this task order to December 31, 2020. This task order is billed on a time and materials basis, and only incurred costs are invoiced. The detailed draft task order scope is attached.

HMG provided the attached \$570,074 cost proposal and the PMC has reviewed it. The labor rates are consistent with 2019 MSA allowed rates. Below is a summary of the review.

1. Subtask 2.A: SEAI Local Drainage Update

- a. The scope of work under this subtask is to support USACE SEAI designs by providing local drainage design services and information to USACE for Southern Embankment segment 1 (SE-1), SE-2, and SE-3 in North Dakota and SE-4 and SE-5 in Minnesota.
- b. USACE has completed the 30% design submittal for SE-1 and the alignment for this segment has changed, requiring changes to the SE-1 local drainage plans. Likewise, as USACE incorporates micro-siting, or other changes into other Southern Embankment segments, local drainage design support will be requested to update the local drainage plans.
- c. HMG's cost proposal for this subtask work is \$45,040 and includes 224 hours of professional services at an average hourly rate of approximately \$185 per hour.
 - i. HMG prepared this cost proposal based on SEAI local drainage work completed to date and anticipated future work requests from USACE to complete SEAI drainage work.
- d. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.

2. Subtask 2.B: SEAI Transportation Update

- a. The scope of work under this subtask is to support USACE SEAI designs by providing transportation planning and preliminary design services and information to USACE for SE-1, SE-2, and SE-3 in North Dakota and SE-4 and SE-5 in Minnesota. This includes local road crossings of the Southern Embankment as well as mobility improvements due to impacts from the Southern Embankment.
 - i. In addition, HMG has been asked to provide transportation planning and design support for the area at the intersection of CR-16/17. Multiple construction contracts interface at this location (P3, USACE, and Local Sponsors), and a transportation construction phasing evaluation is needed to ensure construction traffic impacts are minimized to the extent possible.
- b. USACE has completed the 30% design submittal for SE-1 and the alignment for this segment has changed, requiring changes to the SE-1 local transportation plans. Likewise, as USACE

incorporates micrositing, or other changes into other Southern Embankment segments, local transportation design support will be requested to update the local transportation plans.

- c. HMG's cost proposal for this subtask work is \$60,986 and includes 332 hours of professional services at an average hourly rate of approximately \$183 per hour for a total labor budget of \$60,736 and \$250 for mileage expenses.
 - i. HMG prepared this cost proposal based on SEAI local transportation plans completed to date and anticipated future work requests from USACE to complete SEAI local transportation work.
- d. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.

3. Subtask 2.C: SEAI Utilities Update

- a. The scope of work under this subtask is to support USACE SEAI designs by providing utility planning and preliminary design services and information to USACE for SE-1, SE-2, and SE-3 in North Dakota and SE-4 and SE-5 in Minnesota. This includes researching existing utility Right of Way (ROW) documents, coordinating with utility companies and collect information on existing utilities that are impacted by the project, perform field surveys to locate existing utilities, create updated geodatabase files and GIS mapping for the SEAI, and coordinate the development of preliminary relocation plans with cost estimates and schedules.
- b. Much of the preliminary utility investigative work has been completed and 72 impacted utilities have been identified. The majority of the remaining work includes field surveys, creating updated geodatabase files and GIS maps, and coordinating the development of preliminary utility relocation plans with cost estimates and schedules.
- c. HMG's cost proposal for this subtask work is \$140,000 and includes 690 hours of professional services at an average hourly rate of approximately \$200 per hour for a total labor budget of \$138,282 and \$1,718 for mileage and court house reproduction expenses.
 - i. Of this, the majority of the effort (400 hours) will be to coordinate the preparation of preliminary relocation plans for the 72 impacted utilities. This is approximately 10 hours per impacted utility.
- d. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.

4. Subtask 2.E: SEAI Hydraulic Modeling Support

- a. Subtasks 2.E.i and 2.E.ii: Hydraulic Modeling to support SEAI alignment decisions
 - i. USACE has requested hydraulic modeling and analysis to support design decisions regarding SE-1, SE-3 and SE-4 alignment alternative selections. This required revisions to the HEC-RAS model geometry, gate operations, and flood inundation mapping. Multiple alignment changes and updates were incorporated for SE-1, SE-3 and SE-4.
 - ii. HMG's cost proposal for this subtask work is \$44,776 and includes 232 hours of professional services at an average hourly rate of approximately \$193 per hour.
 - iii. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.
- b. Subtask 2.E.iii: Hydraulic Modeling to support LiDAR sensitivity analysis
 - i. USACE has requested hydraulic modeling and analysis to support a sensitivity analysis of the storage area elevation-volume curves with respect to the updated 2017 LiDAR data set. The current version of the Project's HEC-RAS model (Phase 9.1) utilizes 2008 LiDAR.

- ii. HMG’s cost proposal for this subtask work is \$39,984 and includes 208 hours of professional services at an average hourly rate of approximately \$192 per hour.
 - iii. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.
- c. Subtask 2.E.v: Hydraulic Modeling to support Borrow Ditch size optimization
- i. USACE has requested hydraulic modeling and analysis to evaluate hydraulic impacts from proposed changes in the Southern Embankment borrow ditch size. The USACE Red River Structure will have excess excavation material that could be utilized as fill for multiple Southern Embankment segments. This would result in a reduction in the borrow ditch size and potentially impact the project hydraulics.
 - ii. Authority Work Directive 00063 (AWD-00063) authorized HMG to start on this work, and this amendment incorporates this work into Task Order 26.
 - iii. HMG’s cost proposal for this subtask work is \$75,176 and includes 400 hours of professional services at an average hourly rate of approximately \$188 per hour.
 - iv. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.
- d. Subtask 2.E.vi: Hydraulic Modeling to support Aquatic Connectivity Mitigation
- i. USACE has requested hydraulic modeling and analysis to support evaluating proposed aquatic connectivity mitigation along the Sheyenne River through the Sheyenne River Aqueduct, Horace and West Fargo.
 - ii. Authority Work Directive 00060 (AWD-00060) authorized HMG to start on this work, and this amendment incorporates this work into Task Order 26.
 - iii. HMG’s cost proposal for this subtask work is \$164,112 and includes 832 hours of professional services at an average hourly rate of approximately \$197 per hour.
 - iv. The PMC reviewed this request and found the labor hours and expenses to be reasonable for this level of effort.
5. Time Extension: Work under this task order will continue in 2020, therefore the PMC recommends that the POP for this task order be extended to December 31, 2020.

A summary of Task Order 26 current and proposed Amendment 3 subtask budgets is included in the table below.

Budgets by Subtasks:

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. SEAI Local Drainage Updates	SW-1040	75,824	45,040	120,864
B. SEAI Transportation Updates	SW-1040	70,404	60,986	131,390
C. SEAI Utilities Updates	SW-1040	78,418	140,000	218,418
D. SEAI Design Reviews	SW-1040	500,000		500,000
E. SEAI Hydraulic Modeling Support	SW-1040	56,976	324,048	381,024
TOTAL		781,622	570,074	1,351,696

The PMC prepared this contracting action, and feels the information is accurate, complete, and ready for Executive Director review.

ATTACHMENT(S):

1. Draft Task Order 26 Amendment 3
2. HMG cost proposal for Task Order 26 Amendment 3
3. AWD-00060, dated November 12, 2019
4. AWD-00063, dated December 19, 2019

Prepared by: Program Management Consultant

John W. Glatzmaier
 John Glatzmaier, P.E.

Jacobs

January 21, 2020

Date

Submitted by:

Joel Paulsen Diversion Authority Executive Director
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Concur: January 23, 2020	Non-Concur:
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Cc: Technical Advisory Group

- Nathan Boerboom, City of Fargo Engineer/Diversion Authority Project Manager
- David Overbo, Clay County Engineer
- Jason Benson, Cass County Engineer
- Robert Zimmerman, Moorhead City Engineer
- Matt Stamness, Assistant Cass County Engineer/Diversion Authority Project Manager
- Dustin Scott, West Fargo City Engineer

Houston-Moore Group, LLC

Task Order No. 26, Amendment 23

MFDA Purchase Order No. 199800

Work-In-Kind (WIK)

In accordance with Paragraph 1.01 of the Agreement between **Fargo-Moorhead Flood Diversion Authority** ("Owner") and **Houston-Moore Group, LLC** (HMG) ("Engineer") for Professional Services – Task Order Edition, dated May 1, 2017 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 26 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data
 - A. Title: **Work-In-Kind (WIK)**
 - B. Description: This task order will include requests by USACE for the Local Sponsor (Diversion Authority) to provide WIK services related to the Project.
 - C. Background: As allowed by the Federal process, USACE can request the Diversion Authority provide services as WIK for services that USACE would normally do, but that the Diversion Authority has resources or expertise to perform. HMG has provided WIK services under Task Order 8 from 2012 until the present. Task Order 8 is 100 percent complete, the final invoice has been received, and Task Order 8 will be closed. WIK services will now be performed under Task Order 26.
2. Services of Engineer
 - A. **SEAI Local Drainage Update.** HMG prepared local drainage plans prior to the 2017 Governor's task force. The Governor's task force recommended changes (Plan B) to the project to address permitting concerns. This task updates the local drainage plans to accommodate the Plan B recommended changes.
 - i. North Dakota Local Drainage Updates:
 1. Update the North Dakota side of the USACE's Southern Embankment and Associated Infrastructure (SEAI) project area. This includes ~~Reach-ASE-2~~ (Diversion Inlet to the Wild Rice River), ~~Reach-BSE-3~~ (Wild Rice River to the Red River), and ~~Reach-DSE-1~~ (Western Tieback).
 2. Services include generating plan and profile sheets of local drainage ditches, prepare maps of wetland areas (wetland delineation), providing CAD files to USACE, participate in conference calls and meetings with USACE to address their comments with preliminary profiles, watershed delineation, determination of the normal depth and freeboard in the local drainage ditches, and road crossing culvert sizing.
 3. Upon written notice by the Diversion Authority or PMC, and in coordination with USACE, development of Technical Memorandum for USACE to include in their Design Documentation Report(s).
 - ii. Minnesota Local Drainage Updates:
 1. Update the Minnesota side of the USACE's SEAI project area. This includes ~~Reach-CSE-4 and SE-5~~ (Eastern Tieback).

2. Services include generating plan and profile sheets of local drainage ditches, providing CAD files to USACE, participate in conference calls and meetings with USACE to address their comments with preliminary profiles, watershed delineation, determination of the normal depth and freeboard in the local drainage ditches, and road crossing culvert sizing.
 3. Upon written notice by the Diversion Authority or PMC, and in coordination with USACE, development of Technical Memorandum for USACE to include in their Design Documentation Report(s).
- B. SEAI Transportation Update.** HMG prepared transportation master plans prior to the 2017 Governor’s task force. The Governor’s task force recommended changes (Plan B) to the project to address permitting concerns. This task updates the transportation plan for the SEAI area to accommodate the Plan B recommended changes.
- i. Prepare preliminary designs of transportation features that will be impacted by the Plan B SEAI project area and staging area.
 1. This includes transportation features that cross of the southern embankment as well as other mobility improvements that may be required for the southern embankment and staging area.
 2. Work Includes developing preliminary design information and providing CAD files to USACE and participating in coordination meetings with USACE and Cass and Clay Counties.
 - 2-a. Provide planning and design support services for the planned work at the CR-16/17 intersection, including a construction phasing analysis.
 - ii. Prepare a technical memorandum summarizing the updates to the transportation master plan for the SEAI.
- C. SEAI Utilities Update.** HMG prepared utility plans prior to the 2017 Governor’s task force. The Governor’s task force recommended changes (Plan B) to the project to address permitting concerns. This task updates the utility plans to accommodate the Plan B recommended changes.
- i. Research, collect, and record existing utility company right-of-way documents utilizing NDRIN and on-site courthouse research.
 - ii. Coordinate with existing utility companies within the impacted areas to confirm existing utility locations, request maps, request digital files, and collect utility type, size, shape, etc.
 1. Host a meeting with impacted utility companies to explain the information needed for this task.
 - iii. Upon written notice by the Diversion Authority or PMC, perform field surveys to determine locations of impacted utilities.
 1. Utilize ND One Call and host an on-site meeting with impacted utility companies to explain information that is expected to be collected.
 2. Rights-of-Entry are necessary for this task.
 - iv. Create updated utility geodatabase files and GIS mapping for the SEAI project area. The map will initially be based on easement research described in subtask C.i and then will be updated/verified when survey information is collected as described in task C.iii.
 - v. Upon written notice by the Diversion Authority or PMC, coordinate the development of preliminary relocation plans for each utility company. The preliminary relocation plans will include a list of impacted utilities, will identify which utilities will require relocation, will

include a cost estimate to relocate impacted utilities, and will provide a proposed schedule/timeline to complete the work once a reimbursement agreement is in place.

- D. **SEAI Design Reviews.** HMG reviewed USACE SEAI design submittals prior to the 2017 Governor’s task force. The Governor’s task force recommended changes (Plan B) to the project to address permitting concerns, supplemental environmental documents have been completed, and the MDNR has issued a permit for the project. The USACE design teams have resume design activities for the SEAI and are incorporating Plan B changes. Provide professional services to review and comment on the following USACE SEAI design submittals.
- i. Wild Rice River (WRR) Control Structure Design Team Support
 1. Purpose: Participate in USACE design process and provide reviews of USACE 95%, and BCOE design submittals of the Wild Rice River Control Structure.
 2. Scope: Participate in project team meetings, and conference calls. Coordinate with USACE, PMC, and Local Sponsors. Provide 95% and BCOE submittal review comments to plans and specifications and back-check comments for closeout. Provide geotechnical, structural, electrical, mechanical, hydraulics, and civil layout discipline reviews for each round of review.
 3. Deliverables: 95% and BCOE submittal review comments
 - ii. Red River of the North (RRN) Control Structure Design Team Support
 1. Purpose: Participate in USACE design process and provide reviews of USACE 35%, 65%, 95%, and BCOE design submittals of the Wild Rice River Control Structure.
 2. Scope: Participate in project team meetings, and conference calls. Coordinate with USACE, PMC, and Local Sponsors. Provide 35%, 65%, 95% and BCOE submittal review comments to plans and specifications and back-check comments for closeout. Provide geotechnical, structural, electrical, mechanical, hydraulics, and civil layout discipline reviews for each round of review.
 3. Deliverables: 35%, 65%, 95% and BCOE submittal review comments
 - iii. Southern Embankment Design Team Support
 1. Purpose: Participate in USACE design process and provide reviews of USACE 35%, 65%, 95%, and BCOE design submittals of the Wild Rice River Control Structure.
 2. Scope: Participate in project team meetings, and conference calls. Coordinate with USACE, PMC, and Local Sponsors. Provide 35%, 65%, 95% and BCOE submittal review comments to plans and specifications and back-check comments for closeout. Provide geotechnical, structural, electrical, mechanical, hydraulics, and civil layout discipline reviews for each round of review.
 3. Deliverables: 35%, 65%, 95% and BCOE submittal review comments
- E. **SEAI Hydraulic Modeling Support.** USACE has requested hydraulic modeling and analysis support to support design decisions regarding [SE-1 \(Western Tieback\)](#), ~~[and SE-4 \(Eastern Dam micro-siting\)](#)~~, and [SE-3](#) alignment alternative selections. Provide professional services for the following USACE SEAI design support requests.
- i. Western Tieback Alternatives
 1. Purpose: Multiple Western Tieback levee alignment alternatives are under consideration, and hydraulic modeling is requested to support the selection of a preferred alignment.
 2. Scope: Execute Probable Maximum Flood (PMF) hydraulic model runs for 6 Western Tieback alternatives, utilizing two Control Structure gate functions to determine staging area

impacts. Report the maximum water surface elevations in the staging area at the three gate structure locations and along the Western Tieback levee. Model using the following gate operating positions:

- a. PMF with one Red River of the North Structure (RRNS) gate blocked and one Wild Rice River Structure (WRRS) gate blocked.
 - b. PMF while maintaining a stage of 40 feet at the Fargo gage.
3. Deliverables: Summarize results in a Technical Memorandum. Provide maps showing the alternative alignments modeled and staging area water surface elevations in the Technical Memorandum.
- ii. Eastern Dam Alternatives
1. Purpose: The C-W Valley Cooperative, near Comstock, MN, is considering an expansion that impacts the current Eastern Dam alignment. Hydraulic modeling is requested to support the selection of an alternative alignment.
 2. Scope: Execute 100-year, 500-year, and PMF hydraulic model runs for the alternative alignment and check staging area elevations. If there are unacceptable staging area elevation increases, re-evaluate with a micro move of the dam alignment to the northeast until staging area water surface elevations are consistent with the April 2019 CLOMR submittal. Then run the remaining 10-, 20-, 25-, and 50-year flood events to verify results in the staging area and along Wolverton Creek.
 3. Deliverables: Summarize results in a Technical Memorandum. Provide maps showing the alternative alignments modeled and staging area water surface elevations in the Technical Memorandum.
- iii. LiDAR Sensitivity Analysis
1. Purpose: To evaluate the sensitivity of the storage area elevation-volume curves to the updated 2017 LIDAR data set. The current version of the Project's HEC-RAS model (Phase 9.1) utilizes 2008 LiDAR.
 2. Scope: The 2017 LiDAR data will be used to define elevations along the model's storage area connections and to determine storage area elevation-volume curves. These model geometry changes will be limited to the Southern Embankment alignment (as of August 2019) and the storage areas and storage area connections within the PMF pool. The Red River Peak 100-year, 500-year, and PMF events will be modeled. Peak water surface elevations and flood inundation mapping in the PMF pool will be compared between the 2017 and 2008 LiDAR datasets.
 3. Deliverables: Adjustments to the Red River, Wild Rice River and Diversion Inlet Structure gate operation rules will be made to accommodate new storage volumes, if needed. Results will be summarized in a Technical Memorandum.
- iv. Borrow Ditch Size Optimization
1. Purpose: To evaluate hydraulic impacts from proposed changes in Southern Embankment borrow ditch sizes. The USACE Red River Structure will have excess excavation material that could be utilized as fill for multiple Southern Embankment reaches. This would result in a reduction in the borrow ditch size adjacent to the Southern Embankments and potentially impact the project hydraulics.
 2. Scope: Establish the pool duration baseline to determine acceptable pool durations using the most recent Southern Embankment micro-siting modeling. Utilize the USACE Southern Embankment and borrow ditch material balance, bridge and culvert crossings, and wetland

complexes for the first iteration of the borrow ditch sizing evaluation. Check the baseline, and revise the borrow ditch size if it is exceeded and is determined to be unacceptable.

3. The Red River Peak 10,-year, 20-year, 50-year, 100-year, 500-year, and PMF events will be modeled and mapped, and the maximum pool elevation (PMF event) will be checked. No adjustments to the Red River, Wild Rice River and Diversion Inlet Structure gate operation rules will be made.

4. Deliverables: Conceptual/preliminary level designs of drop structures, the borrow ditch size results, and ditch road crossing sizing will be summarized in a Technical Memorandum.

v. Aquatic Connectivity Mitigation Project Development Support

1. Purpose: USACE requested support for evaluating proposed aquatic connectivity mitigation along the Sheyenne River through the Sheyenne River Aqueduct, Horace and West Fargo.

2. Scope: Tasks include agency coordination and meeting participation, hydraulic model evaluations of flood events from the 2-year flood through the PMF, and including conceptual modifications to the Sheyenne and Maple River aqueduct and spillway structures.

3. Deliverables: Results will be summarized in a Technical Memorandum.

2. Owner's Responsibilities

A. Owner shall have those responsibilities set forth in the Agreement.

3. Times for Rendering Services

Subtask	Start Time	Completion Time
A. SEAI Local Drainage Updates	April 1, 2018	December 31, 2020 <u>December 31, 2019</u>
B. SEAI Transportation Updates	April 1, 2018	December 31, 2020 <u>December 31, 2019</u>
C. SEAI Utilities Updates	April 1, 2018	December 31, 2020 <u>December 31, 2019</u>
D. SEAI Design Reviews	January 15, 2019	December 31, 2020 <u>December 31, 2019</u>
E. SEAI Hydraulic Modeling Support	May 29, 2019	December 31, 2020 <u>December 31, 2019</u>

4. Payments to Engineer

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

I. Compensation for services in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.

II. The total compensation for services identified under the Task Order is not-to-exceed the amount as defined in the table below.

1. Engineer will notify Owner when eighty percent (80%) of a subtask budget is expended.
2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of a subtask budget is expended.
3. Engineer will not perform work beyond one hundred percent (100%) of a subtask budget without Owner's written authorization ~~by an amendment to this Task Order.~~

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. SEAI Local Drainage Updates	SW-1040	75,824	<u>45,040</u>	75,120,824 <u>864</u>
B. SEAI Transportation Updates	SW-1040	70,404	<u>60,986</u>	70,404 <u>131,390</u>
C. SEAI Utilities Updates	SW-1040	78,418	<u>140,000</u>	78,218,418
D. SEAI Design Reviews	SW-1040	500,000		500,000
E. SEAI Hydraulic Modeling Support	SW-1040	56,976	<u>324,048</u> 56,976	<u>381,024</u> 56,976
TOTAL		781,622 <u>724,646</u>	<u>570,074</u> 56,976	<u>1,351,696</u> 781,622

- B. The terms of payment are set forth in Paragraph 15 of the Agreement.
 - C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.
6. Consultants:
- A. Braun Intertec
 - B. HDR
 - C. SRF
7. Other Modifications to Agreement: None
8. Attachments: None
9. Documents Incorporated By Reference:
- A. HMG cost proposal for Task Order 26 Amendment 0.
 - B. HMG cost proposal for Task Order 26 Amendment 1.
 - C. HMG cost proposal for Task Order 26 Amendment 2.
 - ~~B-D.~~ HMG cost proposal for Task Order 26 Amendment 3.

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

The Effective Date of this Task Order is April 1, 2018.

ENGINEER:

Houston-Moore Group, LLC

Signature

Date

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature

Date

~~Joel Paulsen~~ Michael J. Redlinger

Name

~~Co-Executive Director,~~ Diversion Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Nathan Boerboom

Name

Diversion Authority Project Manager, City of Fargo

Title

225 4th Street North
Fargo, ND 58102

Address

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E-Mail Address

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Phone

Fax

Received January 17, 2020



**FM Metro Risk Management Project
Task Order No. 26 - Amendment No. 3 - Work-in-Kind (WIK)**

Task	Activity Description	Senior Professional Engineer		Professional Engineer I		Project Coordinator		GIS Manager		GIS Technician III		CADD Technician III		Survey Manager		2-Man Survey Crew		Cost Per Task
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
		Subtask A. SEAI Local Drainage Updates																
A.i	Local Drainage updates for ND. This includes SE-1, SE-2 and SE-3. Services include generating plan and profile sheets of local drainage ditches, providing CAD files to USACE, conference calls and meetings with USACE to address their comments with preliminary profiles, watershed delineation, determination of the normal depth and freeboard in the local drainage ditches, road crossing culvert sizing, and development of Technical Memorandum for USACE to include in their Southern Embankment Design Documentation Reports (DDRs).	16	\$ 3,680	120	\$ 22,800	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,192	0	\$ -	0	\$ -	\$ 29,672
A.ii	Local Drainage updates for MN. This includes SE-4 and SE-5. Services include generating plan and profile sheets of local drainage ditches, providing CAD files to USACE, conference calls and meetings with USACE to address their comments with preliminary profiles, watershed delineation, determination of the normal depth and freeboard in the local drainage ditches, road crossing culvert sizing, and development of Technical Memorandum for USACE to include in their DDRs.	8	\$ 1,840	60	\$ 11,400	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,128	0	\$ -	0	\$ -	\$ 15,368
Subtask A. SEAI Local Drainage Updates Total		24	\$ 5,520	180	\$ 34,200	0	\$ -	0	\$ -	0	\$ -	40	\$ 5,320	0	\$ -	0	\$ -	\$ 45,040
Subtask B. SEAI Transportation Updates																		
B.i.i	Transportation Master Plan Updates for SEAI. This includes preliminary design of transportation features that will be impacted by the southern embankment and staging area. This includes crossing of the southern embankment/dam as well as other mobility improvements that may be required for the southern embankment and staging area. Includes developing preliminary design information and providing CAD files to USACE. Also includes coordination meetings with USACE and Cass and Clay Counties.	12	\$ 2,760	160	\$ 30,400	0	\$ -	0	\$ -	8	\$ 1,064	40	\$ 5,320	4	\$ 596	16	\$ 4,688	\$ 44,828
B.i.ii	Transportation planning and design support for the CH16/CH17 intersection area. Work will include interim improvements to accommodate Diversion Inlet Construction. Plan will be summarized in a technical memorandum	4	\$ 920	20	\$ 3,800	0	\$ -	0	\$ -	0	\$ -	20	\$ 2,660	0	\$ -	0	\$ -	\$ 7,380
B.ii	Summary Report - This includes developing a technical memorandum summarizing the updates to the Transportation Master Plan for the SEAI.	8	\$ 1,840	24	\$ 4,560	0	\$ -	0	\$ -	16	\$ 2,128	0	\$ -	0	\$ -	0	\$ -	\$ 8,528
Expenses (mileage)																		\$ 250
Subtask B. SEAI Transportation Updates Total		24	\$ 5,520	204	\$ 38,760	0	\$ -	0	\$ -	24	\$ 3,192	60	\$ 7,980	4	\$ 596	16	\$ 4,688	\$ 60,986
Subtask C. SEAI Utilities Updates																		
C.i	Research, collect, and record existing utility company right-of-way documents - utilize NDRIN and on-site courthouse research to complete the task (95% complete for Plan B)		\$ -	0	\$ -	8	\$ 1,520	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,520
C.ii	Coordinate with existing utility companies within the impacted areas to confirm existing utility locations, request maps, request digital files, and collect utility type, size, shape, etc. Host meeting with all utility companies to explain all the information needed for this task. (95% complete for Plan B)	4	\$ 920	0	\$ -	8	\$ 1,520	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,440
C.iii	Perform field surveys to determine exact locations of impacted utilities. Utilize ND One Call and host on-site meeting with all utility companies to explain information that is expected to be collected. Right-of-Entry is necessary for this task to occur. (30% complete for Plan B)		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,576	60	\$ 17,580	\$ 21,156
C.iv	Create updated utility geodatabase files and GIS mapping for overall Southern Embankment area of the project. Map will be updated initially based off of easement research described in task C.i and then will be updated/verified when survey information is collected as described in task C.iii. (50% complete for Plan B)	4	\$ 920	0	\$ -	24	\$ 4,560	4	\$ 740	50	\$ 6,650	0	\$ -	0	\$ -	0	\$ -	\$ 12,870
C.v	Coordinate the development of preliminary relocation plans for each utility company. Preliminary relocation plans will include a list of all utilities impacted, will identify which utilities will require relocation, will include the cost to relocate impacted utilities, and will provide a proposed schedule/timeline to complete the work once a reimbursement agreement is in place. (<5% complete for Plan B - 72 total impacted utilities for Plan B)	216	\$ 49,680	0	\$ -	216	\$ 41,040	0	\$ -	0	\$ -	72	\$ 9,576	0	\$ -	0	\$ -	\$ 100,296
Expenses (mileage, court house reproduction costs, etc.)																		\$ 1,718
Subtask C. SEAI Utilities Update Subtask Total		224	\$ 51,520	0	\$ -	256	\$ 48,640	4	\$ 740	50	\$ 6,650	72	\$ 9,576	24	\$ 3,576	60	\$ 17,580	\$ 140,000



**FM Metro Risk Management Project
Task Order No. 26 - Amendment No. 3 - Work-in-Kind (WIK)**

Task	Activity Description	Personnel Costs												Cost Per Task
		Senior Project Manager		Senior Professional Engineer		Professional Engineer I		GIS Technician III		Administrative Assistant		CADD Technician III		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Subtask E. SEAI Hydraulic Modeling Support														
E.i and E.ii	SEAI Decision Document Out of Scope Items - The development and resulting coordination with the USACE for their Southern Embankment Decision Document required revisions to the HEC-RAS model geometry, gate operations, and flood inundation mapping. Multiple alignment changes and updates were incorporated for SE-1, SE-3 and SE-4.	8	\$ 1,984	40	\$ 9,200	160	\$ 30,400	24	\$ 3,192	0	\$ -	0	\$ -	\$ 44,776
E.iii	LiDAR Sensitivity - The current version of the Project's HEC-RAS model (Phase 9.1) utilizes 2008 LiDAR. The 2017 LiDAR data will be used to define elevations along the model's storage area connections and to determine storage area elevation-volume curves. These model geometry changes will be limited to the Southern Embankment alignment (as of August 2019) and the storage areas and storage area connections within the PMF pool. The Red River Peak 100-year, 500-year, and PMF events will be modeled. Peak water surface elevations and flood inundation mapping in the PMF pool will be compared between the 2017 and 2008 LiDAR datasets. Adjustments to the Red River, Wild Rice River and Diversion Inlet Structure gate operation rules will be made to accommodate new storage volume, if needed. Results will be summarized in a Technical Memorandum.	4	\$ 992	40	\$ 9,200	140	\$ 26,600	24	\$ 3,192	0	\$ -	0	\$ -	\$ 39,984
E.iv	Borrow Ditch Sizing - The Southern Embankment borrow ditches will be evaluated to determine the Project's flood duration impacts in the upstream mitigation area. The pool duration baseline will first be established to determine acceptable pool durations using the most recent Southern Embankment micro-siting modeling. The first iteration of borrow ditch sizing will utilize the USACE Southern Embankment and borrow ditch material balance, bridge and culvert crossings, and wetland complexes. Additional borrow ditch changes will be made if the baseline is exceeded and is determined to be unacceptable. Conceptual/preliminary level design of drop structures along the borrow ditches will be provided. Borrow ditch road crossing sizing will be provided. The Project's HEC-RAS model (Phase 9.1) will be used. The Red River Peak 10, 20, 50, 100 and 500-year will be modeled and mapped, and the maximum pool (PMF based) will be checked. No adjustments to the Red River, Wild Rice River and Diversion Inlet Structure gate operation rules will be made. Results will be summarized in a Technical Memorandum.	8	\$ 1,984	80	\$ 18,400	240	\$ 45,600	40	\$ 5,320	8	\$ 680	24	\$ 3,192	\$ 75,176
E.v	Hydraulic modeling support for modifications to the Sheyenne River Diversion Project. Support the USACE on the proposed aquatic connectivity mitigation along the Sheyenne River through West Fargo and the Sheyenne River Aqueduct. Tasks include agency coordination and meeting participation, hydraulic evaluation for flood events from the 2-year flood through the Probable Maximum Flood including conceptual modifications to the Sheyenne and Maple River aqueduct and spillway structures, and development of a Technical Memorandum.	16	\$ 3,968	160	\$ 36,800	640	\$ 121,600	8	\$ 1,064	8	\$ 680	0	\$ -	\$ 164,112
Subtask E. SEAI Hydraulic Modeling Support Subtask Total		36	\$ 8,928	320	\$ 73,600	1180	\$ 224,200	96	\$ 12,768	16	\$ 1,360	24	\$ 3,192	\$ 324,048
Subtasks A, B, C and E. Services for Local Drainage, Transportation, Utilities, and Hydraulic Modeling Support														
Grand Totals														\$ 570,074



AUTHORITY WORK DIRECTIVE

AWD-00060 REV-0

Task Order 26 – Sheyenne River mitigation support work

		WORK TYPE:	<u>WIK</u>
TO:	Houston-Moore Group, LLC	DATE INITIATED:	<u>11/7/2019</u>
PROJECT:	<u>Fargo-Moorhead Diversion Engineering Design</u>		
OWNER:	<u>Metro Flood Diversion Authority</u>		

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

OBJECTIVE:

Provide technical support services to the U.S. Army Corps of Engineers (USACE) and Diversion Authority for the evaluation of the Sheyenne River Mitigation Project.

BACKGROUND:

The USACE is pursuing an environmental mitigation project along the Sheyenne River in Horace and West Fargo to improve aquatic connectivity. The USACE and Diversion Authority member entities requested technical information regarding the proposed changes to the existing Sheyenne River Diversion Project. The proposed changes include modifications to the Sheyenne River box culverts adjacent to the Horace Diversion Inlet, the Sheyenne River gated structure south of Interstate 94, the Sheyenne River gated structure north of 12th Ave North, and the West Fargo Diversion Channel inlet weir structure.

SCOPE:

Hydraulic modeling support will use the Phase 9.1 HEC-RAS Project unsteady flow model. Tasks include agency and entity coordination, meeting participation, generating summary tables and figures, presentation assistance, and hydraulic modeling for the 2, 5, 10, 20, 25, 50, 100, 500, Sheyenne River Standard Project Flood, and the Red River Probable Maximum flood events. QA/QC will be conducted.

The hydraulic evaluation will include maximum flow alternatives through the aqueducts, conceptual changes to the aqueduct and spillway structures, West Fargo Diversion Channel weir changes, flood duration summary within the Horace and West Fargo Diversion Channels, keeping the Sheyenne River gated structures, removal of the Sheyenne River gated structures, water surface profile and velocity summaries within the Sheyenne River, reporting impacts downstream of the FM Diversion Channel, reporting impacts west of the FM Diversion Channel, adding or modifying model geometry as needed to better define project impacts, and evaluating gate operation changes (if any) on the Diversion Inlet Structure.

DELIVERABLES:

Technical memorandum summarizing results on the proposed changes.

SCHEDULE:

Begin upon receipt of AWD. The above scope of work will be incorporated into Task Order No. 26 - Work In Kind, which will supersede this AWD.

HOW WORK IS PERFORMED:

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

COST:

Cost incurred under this AWD is not to exceed \$164,112.00. The above scope of work will be incorporated into a future Task Order No. 26 amendment, which will supersede this AWD. Costs associated with this AWD will be invoiced under Task Order 26 after the amendment has been executed.

REASON FOR CHANGE(S):

To provide detailed information and technical support to assist the USACE and Diversion Authority in evaluating the changes resulting from the Sheyenne River Mitigation Project.

ATTACHMENTS (List Supporting Documents):

HMG cost proposal dated October 30, 2019.

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

Recommended by: PMC
Program Management Consultant

John Glatzmaier, P.E.
Name

Project Manager
Title

John W. Glatzmaier
Signature

November 11, 2019
Date

Ordered by: Board of Authority
Owner

Joel Paulsen, P.E.
Name

Executive Director
Title

[Signature]
Signature

11-12-2019
Date

Received October 31, 2019



FM Metro Risk Management Project
Task Order No. 26 - Amendment No. 3

Task	Activity Description	Personnel Costs										Cost Per Task
		Senior Project Manager		Senior Professional Engineer		Professional Engineer I		GIS Technician III		Administrative Assistant		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Subtask E. SEAI Hydraulic Modeling Support												
E.i and E.ii	SEAI Decision Document Out of Scope Items - The development and resulting coordination with the USACE for their Southern Embankment Decision Document required revisions to the HEC-RAS model geometry, gate operations, and flood inundation mapping. Multiple alignment changes and updates were incorporated for SE-1, SE-3 and SE-4.	8	\$ 1,984	40	\$ 9,200	160	\$ 30,400	24	\$ 3,192	0	\$ -	\$ 44,776
E.iii	LIDAR Sensitivity - The current version of the Project's HEC-RAS model (Phase 9.1) utilizes 2008 LIDAR. The 2017 LIDAR data will be used to define elevations along the model's storage area connections and to determine storage area elevation-volume curves. These model geometry changes will be limited to the Southern Embankment alignment (as of August 2019) and the storage areas and storage area connections within the PMF pool. The Red River Peak 100-year, 500-year, and PMF events will be modeled. Peak water surface elevations and flood inundation mapping in the PMF pool will be compared between the 2017 and 2008 LIDAR datasets. Adjustments to the Red River, Wild Rice River and Diversion Inlet Structure gate operation rules will be made to accommodate new storage volume, if needed. Results will be summarized in a Technical Memorandum.	4	\$ 992	40	\$ 9,200	140	\$ 26,600	24	\$ 3,192	0	\$ -	\$ 39,984
E.iv	Weir Coefficient Submergence Decay Exponent (3 to 1) sensitivity analysis: The weir flow submergence decay exponent is used to stabilize the solution of flow over a weir for highly submerged weirs. Due to the number of roadways that are modeled as weirs in the upstream staging area and their degree of submergence in some locations, this analysis will check the sensitivity of changing the decay exponent and how it may impact water levels in the upstream staging area. The exponent will be changed from 3 to 1, and the historical events (1997, 2006, 2009 and 2011) for existing conditions will be recalibrated. No synthetic model events and no with-project models will be evaluated. Output hydrographs at USGS gages along the Maple, Red, Sheyenne and Wild Rice Rivers will be developed, and flood inundation mapping will be conducted. Results will be summarized in a Technical Memorandum	4	\$ 992	20	\$ 4,600	100	\$ 19,000	8	\$ 1,064	0	\$ -	\$ 25,656
E.v	Borrow Ditch Earthwork Balance Optimization for SE-2 - The USACE Red River Structure will have excess excavation material that could be utilized as fill for the embankment in the SE-2 reach. This would result in a reduction in the borrow ditch size adjacent to SE-2. The SE-2 borrow ditch within the HEC-RAS model geometry will be reduced to evaluate the hydraulic impacts to the Project. The Red River Peak 100-year, 500-year, and PMF events will be modeled. Peak water surface elevations and flood inundation mapping in the PMF pool will be conducted. No adjustments to the Red River, Wild Rice River and Diversion Inlet Structure gate operation rules will be made. Results will be summarized in a Technical Memorandum.	4	\$ 992	20	\$ 4,600	80	\$ 15,200	8	\$ 1,064	0	\$ -	\$ 21,856
E.vi	Hydraulic modeling support for modifications to the Sheyenne River Diversion Project. Support the USACE on the proposed aquatic connectivity mitigation along the Sheyenne River through West Fargo and the Sheyenne River Aqueduct. Tasks include agency coordination and meeting participation, hydraulic evaluation for flood events from the 2-year flood through the Probable Maximum Flood including conceptual modifications to the Sheyenne and Maple River aqueduct and spillway structures, and development of a Technical Memorandum.	16	\$ 3,968	160	\$ 36,800	640	\$ 121,600	8	\$ 1,064	8	\$ 680	\$ 164,112
Total		36	\$ 8,928	280	\$ 64,400	1120	\$ 212,800	72	\$ 9,576	8	\$ 680	\$ 296,384
Grand Totals												\$ 296,384



AUTHORITY WORK DIRECTIVE

AWD-00063 REV-0

Borrow Ditch Sizing along FMM Southern Embankment

		WORK TYPE:	<u>WIK</u>
TO:	Houston-Moore Group, LLC	DATE INITIATED:	<u>12/16/2019</u>
PROJECT:	<u>Fargo-Moorhead Diversion Engineering Design</u>		
OWNER:	<u>Metro Flood Diversion Authority</u>		

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

OBJECTIVE:

Support the USACE Southern Embankment design process by conducting H&H modeling to determine proper local drainage along the Southern Embankment while minimizing spoil, identifying required real estate, and ensuring acceptable staging area hydraulic conveyance and pool duration.

BACKGROUND:

As allowed by the Federal process, USACE can request the Diversion Authority provide services as Work In Kind (WIK) for services that USACE would normally do, but that the Diversion Authority has resources or expertise to perform. In order to maintain their project delivery schedule, USACE requested WIK from the Local Sponsors to support their Southern Embankment design process.

SCOPE:

Use the October 2019 micro-siting HEC-RAS model to prepare 2019 baseline pool duration maps for review by USACE and Local Sponsors. After USACE and Local Sponsors acceptance of the maps, incorporate USACE provided material balance information into the HEC-RAS model, conduct model runs of the 10, 5, 2, 1, and 0.2-percent annual chance exceedance events, and generate pool duration maps for the events. Conduct a PMF model run to verify the maximum pool elevation of 923.5 is not exceeded. If the pool duration exceeds the baseline pool duration and is not acceptable to the USACE and Local Sponsors, determine what borrow ditch revisions are necessary to achieve an acceptable pool duration. Prepare a Technical Memorandum that summarizes the modeling results and includes the maps showing the alternative alignments modeled and staging area water surface elevations.

DELIVERABLES:

Technical Memorandum.

SCHEDULE:

Begin upon receipt of AWD. The above scope of work will be incorporated into Task Order No. 26 - Work In Kind, which will supersede this AWD.

HOW WORK IS PERFORMED:

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

COST:

Services performed under this AWD shall not exceed \$30,000.00. The above scope of work will be incorporated into a future Task Order No. 26 amendment, which will supersede this AWD. Costs associated with this AWD will be invoiced under Task Order 26 after the amendment has been executed.

REASON FOR CHANGE(S):

In order to maintain their project delivery schedule, USACE requested WIK from the Local Sponsors to support their Southern Embankment design process.

ATTACHMENTS (List Supporting Documents):

None.

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

Recommended by: Jacobs
Program Management Consultant

John Glatzmaier
Name

Project Manager
Title

John W. Glatzmaier
Signature

December 16, 2019
Date

Ordered by: Board of Authority
Owner

Joel Paulsen, P.E.
Name

Executive Director
Title

Joel Paulsen
Signature

December 19, 2019
Date

Executive Director Contracting Recommendation

Date: 01/22/2020

RECOMMENDATION FOR ACTION:

The Executive Director has reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Executive Director for review and action. If the task order or amendment is greater than \$150,000, the Executive Director’s recommendation shall be submitted to the Finance Committee for review and action, and the Finance Committee shall submit their recommendation to the Diversion Authority Board for approval.

The PMC has prepared the following Contract Action(s):

Houston-Moore Group

DA – Task Order 23, Amendment 3 – WP-43 SDB/SDC

\$252,945

- Add SDB scope and budget for WP-43D5 and WP-43G
- Add SDC scope and budget for WP-43D5 and WP-43G
- Add PM scope and budget for WP-43D5 and WP-43G
- Extend Period of Performance (POP) to December 31, 2020

BACKGROUND AND DISCUSSION:

Houston-Moore Group, LLC (HMG) is the Engineer of Record for the WP-43 (OHB Ring Levee) project and has provided engineering Services During Bidding (SDB) and Services During Construction (SDC) since 2014. HMG provided these engineering services under CCJWRD Task Order 3 from 2014 to April 30, 2017. As of May 1, 2017, the date of HMG’s revised MSA, these services have been provided under this Task Order 23.

The POP ended December 31, 2019 and these services are needed in 2020 for planned project work. This amendment adds WP-43D5 (Hickson Main Avenue Storm Sewer) and WP-43G (OHB Wetland Mitigation) Services During Bidding (SDB), Services During Construction (SDC), and Project Management (PM) services scope and budget, and extends the POP to December 31, 2020.

The table below summarizes the contracting history for this task order and the current contracting action.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Budget (\$) Change	Initial or Revised Project Cost	Project Start	Project Completion	Comments
Task Order 23 Amendment 0	\$-	\$1,866,269	01-May-17	31-Dec-18	Initial authorization of scoped work.
Task Order 23 Amendment 1	\$137,188.54	\$ 2,023,457.54	01-Jan-19	30-Jun-19	Unencumber and reallocate unused budget, add WP-43CD SDC budget, and extend the POP to June 30, 2019.
Task Order 23 Amendment 2	\$148,367.00	\$ 2,171,824.54	01-Jul-19	31-Dec-19	Add WP-43CD SDC scope and budget and extend the POP to December 31, 2019.

Original Agreement or Amendment	Budget (\$) Change	Initial or Revised Project Cost	Project Start	Project Completion	Comments
Task Order 23 Amendment 3	\$252,945	\$ 2,424,769.54	01-Jan-20	31-Dec-20	Add WP-43D5 and WP-43G SDB, SDC, and PM scope and budget and extend the POP to December 31, 2020.

FINANCIAL CONSIDERATIONS:

Amendment 3 to Task Order 26 adds WP-43D5 (Hickson Main Avenue Storm Sewer) and WP-43G (OHB Wetland Mitigation) Services During Bidding (SDB), Services During Construction (SDC), and Project Management (PM) services scope and budget, and extends the POP to December 31, 2020. This task order is billed on a time and materials basis, and only incurred costs are invoiced. The detailed draft task order scope is attached.

HMG provided the attached \$252,945 cost proposal and the PMC has reviewed it. The labor rates are consistent with 2019 MSA allowed rates. Below is a summary of the review.

1. Subtask 2.A Services During Bidding

- a. The scope of work under this subtask includes responding to bidder RFIs, preparing information for Addenda, preparing for and attending the pre-bid meeting and site visit, attending the bid opening and evaluating bids, and incorporating technical addenda changes into the plans and specifications.
 - i. WP-43D5 (Hickson Main Avenue Storm Sewer) - HMG's cost proposal for this SDB work is \$5,600 and includes 28 hours of professional services at an average hourly rate of approximately \$195 per hour for a total labor cost of \$5,470 plus \$130 for expenses (mileage).
 - ii. WP-43G (OHB Wetland Mitigation) - HMG's cost proposal for this SDB work is \$5,600 and includes 28 hours of professional services at an average hourly rate of approximately \$195 per hour for a total labor cost of \$5,470 plus \$130 for expenses (mileage).
- b. The PMC reviewed these requests. The two projects are of similar construction size and complexity and therefore the level of effort for SDB services is anticipated to be similar. The labor hours and expenses are reasonable for this level of effort.

2. Subtask 2.B Services During Construction

- a. The scope of work under this subtask includes participating in regular construction meetings, complying with safety plans, fulfilling the duties of the Resident Project Representative (RPR), coordination of third party material testing, responding to contractor RFIs, reviewing submittals, developing change order scope and costs, performing defined construction surveying, maintaining red-lined drawings, assisting with monthly payment application reviews, preparing punch lists, updating the Design Document Report (DDR) and providing as-built drawings at the end of the project.
 - i. WP-43D5 (Hickson Main Avenue Storm Sewer) - HMG's cost proposal for this SDC work is \$113,500 and includes 651 hours of professional services at an average hourly rate of approximately \$170 per hour for a total labor cost of \$110,858 plus \$2,642 for expenses (mileage).
 - ii. WP-43G (OHB Wetland Mitigation) - HMG's cost proposal for this SDC work is \$111,445 and includes 664 hours of professional services at an average hourly rate of approximately \$164 per hour for a total labor cost of \$108,945 plus \$2,500 for expenses (mileage).

- b. The PMC reviewed these requests. The two projects are of similar construction size and complexity and therefore the level of effort for SDB services is anticipated to be similar.
- i. Approximately half of the SDC costs are for the RPR services, 300 and 390 hours respectively for WP-43D5 and WP-43G. The construction duration for both projects is anticipated to be about 1.5 construction seasons, or approximately 12-14 months. Based on this assumption, the RPR level of effort is approximately 20 to 30 hours per month, which is reasonable for these projects.
 - ii. For other tasks, where the level of effort is based on reoccurring activities (meetings, payment application reviews, etc.) or an estimated number of contractor RFIs or submittals, etc., the estimated level of effort is reasonable and comparable to other Diversion Authority construction projects.
 - iii. The estimated expenses are \$2,642 and \$2,500 respectively for WP-43D5 and WP-43G, and are assumed to be for mileage from site visits. For the anticipated project durations, the estimated expenses equate to approximately 2-3 site visits per week, which is reasonable for these projects.
3. Subtask 2.C Project Management Services
- a. The scope of work under this subtask includes providing construction PM services, monthly reporting, and participating in meetings with contractors, Owner, or Owner's Representative.
 - i. WP-43D5 (Hickson Main Avenue Storm Sewer) - HMG's cost proposal for this PM work is \$8,400 and includes 36 hours of professional services at an average hourly rate of \$230 per hour for a total labor cost of \$8,280 plus \$120 for expenses (mileage).
 - ii. WP-43G (OHB Wetland Mitigation) - HMG's cost proposal for this PM work is \$8,400 and includes 36 hours of professional services at an average hourly rate of \$230 per hour for a total labor cost of \$8,280 plus \$120 for expenses (mileage).
 - iii. The PM subtask is not subdivided by construction project in the task order, so the sum of these budgets, \$16,800, will be added to the PM subtask.
 - b. The PMC reviewed these requests. The two projects are of similar construction size and complexity and therefore the level of effort for PM services is anticipated to be similar. The labor hours and expenses are reasonable for this level of effort.
4. Time Extension: New work under this task order is planned for 2020 and will continue through the end of year, therefore the PMC recommends that the POP for this task order be extended to December 31, 2020.

The subtask budgets changes for this task order are listed in the table below.

TASK ORDER 23 BUDGETS BY SUBTASK:

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2A1. WP-43E2E SDB	CN-6860 WP-43SDC	288.50		288.50
2A2. WP-43E2F SDB	CN-6860 WP-43SDC	1,379.00		1,379.00
2A3. WP-43CD SDB	CN-6860 WP-43SDC	84,343.76		84,343.76
2A4. WP-43E3 SDB	CN-6860 WP-43SDC	18,503.42		18,503.42
2A5. WP-43D5 SDB	CN-6860 WP-43SDC	0.00	5,600.00	5,600.00
2A6. WP-43G SDB	CN-6860 WP-43SDC	0.00	5,600.00	5,600.00
2B1. WP-43E2D SDC	CN-6860 WP-43SDC	19,583.40		19,583.40
2B2. WP-43E2E SDC	CN-6860 WP-43SDC	40,090.09		40,090.09

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2B3. WP-43E2F SDC	CN-6860 WP-43SDC	25,633.27		25,633.27
2B4. WP-43CD SDC	CN-6860 WP-43SDC	1,782,644.60		1,782,644.60
2B5. WP-43E3 SDC	CN-6860 WP-43SDC	298.50		298.50
2B6. WP-43D5 SDC	CN-6860 WP-43SDC	0.00	113,500.00	113,500.00
2B7. WP-43G SDC	CN-6860 WP-43SDC	0.00	111,445.00	111,445.00
C. Project Management	CN-6860 WP-43SDC	165,640.00	16,800.00	182,440.00
D. On-Call Services	CN-6860 WP-43SDC	33,420.00		33,420.00
TOTAL		2,171,824.54	252,945.00	2,424,769.54

The PMC reviewed this contracting action, and feels the information is accurate, complete, and ready for Executive Director review.

ATTACHMENT(S):

1. Draft Task Order 23, Amendment 3
2. HMG Cost Proposal dated January 21, 2020

Prepared by: Program Management Consultant

John W. Glatzmaier
 John Glatzmaier, P.E.
 Jacobs

January 23, 2020
 Date

Submitted by:

Joel Paulsen Diversion Authority Executive Director
Concur: January 28, 2020 Non-Concur:

Cc: Technical Advisory Group

- Nathan Boerboom, City of Fargo Engineer/Diversion Authority Project Manager
- David Overbo, Clay County Engineer
- Jason Benson, Cass County Engineer
- Robert Zimmerman, Moorhead City Engineer
- Matt Stamness, Assistant Cass County Engineer/Diversion Authority Project Manager
- Dustin Scott, West Fargo City Engineer



Box 2806 • 211 Ninth Street South • Fargo, ND 58108

EXECUTIVE SESSION POLICY

January 2020

PURPOSE AND SCOPE

The purpose of this Executive Session Policy is to establish uniform directives for the attendance and participation in executive sessions conducted at the request of the Authority's general counsel.

DEFINITIONS

The following definitions are adopted for the purpose of this policy:

“Authority” means the Metro Flood Diversion Authority.

“Diversion Authority Board” means the governing board of the Authority.

“Employees” means employees of the Authority.

“Executive Director” means the Executive Director of the Authority appointed by the Diversion Authority Board pursuant to section 14.01 of the Joint Powers Agreement, dated June 1, 2016, which created and continued the Authority.

“Member Entities” means the City of Fargo, the City of Moorhead, Cass County, Clay County, and the Cass County Joint Water Resource District.

“Professional Service Providers” means engineers, attorneys, accountants, contractors, consultants, and other persons or entities hired by the Authority or a Member Entity for the planning, design, development, financing, construction, operation, and/or maintenance of the Project.

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

“Public Officials” means any member of the Diversion Authority Board and/or any member of an Authority committee or sub-committee.

“Support Staff” means any person employed by a Member Entity who is also serving the Authority.



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POLICY

Generally. Because of the on-going federal, state and administrative litigations, on-going contract negotiations, and the requirement to maintain the legal authority under North Dakota law to go into executive session in addition to the confidential nature of the topics discussed at the executive session, which, if discussed outside the boundaries of the executive session could cause legal and financial harm to the Authority, attendance at executive sessions will be limited to Board members, the Executive Director and the Diversion Authority's legal counsel.

Exceptions.

1. Attendance or participation at the executive session by an individual of any Professional Services Provider or Support Staff other than the Authority's legal counsel shall not be permitted unless such individual has been invited by the Authority's legal counsel to attend the executive session and has been approved by the Executive Director *prior* to the executive session. All uninvited and unapproved attendees will be asked to leave prior to the start of the session.

SANCTIONS

1. If this policy is violated by a Public Official or Support Staff, the Authority will report the violation to the Member Entity for the Member Entity to determine the appropriate disciplinary action.
2. If this policy is violated by an Employee, the Employee may face sanctions as outlined by the Authority's personnel policy and as directed by the Executive Director, in addition to any sanctions which may be imposed under state or federal law.
3. If this policy is violated by a Professional Services Provider, the Diversity Authority may terminate its contract with the Professional Services Provider for cause, in addition to any sanctions which may be imposed under state or federal law.

Dated: _____

Tim Mahoney, Chair

Joel Paulsen, Executive Director



Box 2806 • 211 Ninth Street South • Fargo, ND 58108

TRAVEL REIMBURSEMENT POLICY

January 2020

PURPOSE AND SCOPE

The purpose of this Travel Reimbursement Policy is to establish uniform directives for reimbursement of certain project-related travel expenses accrued by a Board Member, Public Official, or Support Staff for the purpose of advancing the development of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

DEFINITIONS

The following definitions are adopted for the purpose of this policy:

“Authority” means the Metro Flood Diversion Authority.

“Diversion Authority Board” means the governing board of the Authority.

“Employees” means employees of the Authority.

“Executive Director” means the Executive Director of the Authority appointed by the Diversion Authority Board pursuant to section 14.01 of the Joint Powers Agreement, dated June 1, 2016, which created and continued the Authority.

“Member Entities” means the City of Fargo, the City of Moorhead, Cass County, Clay County, and the Cass County Joint Water Resource District.

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

“Public Officials” means any member of the Diversion Authority Board and/or any member of an Authority committee or sub-committee.

“Support Staff” means any person employed by a Member Entity who is also serving the Authority.

“Travel Costs” means the actual cost of a coach-class commercial airfare including reasonable baggage fees, mid-size rental car including fuel and insurance, taxi and Uber fares, parking fees, toll charges, lodging accommodations including taxes and fees, and meals excluding alcohol for overnight stays only. It does not mean reimbursement for any use of a personal vehicle including mileage, fuel, insurance, parking fees, and toll charges, or costs associated with the use of a private aircraft, limousine services, or meals on trips not requiring an overnight stay.



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POLICY

Generally. Board Members, Public Officials, and Support Staff shall be reimbursed Travel Costs accrued during the execution of work related to advancing the Project if (1) the travel is requested by the Diversion Authority Executive Director, (2) the travel is more than 100 miles (one-way) from the Fargo-Moorhead area, and (3) the purpose of the travel is to attend a Project-related meeting or conference.

The entity accruing the Travel Costs shall be responsible for submitting a reimbursement request Form 001 – Travel Cost Reimbursement to the Diversion Authority’s Accounts Payable email (APInvoicesFMDiv@jacobs.com) for approval and processing along with clear and legible copies of all receipts showing the actual cost and date of the expense within calendar days of the final day the travel occurred.

Exceptions.

1. None.

Member Entity Policies. Nothing in this policy excuses a Public Official, Support Staff, or Employee from complying with any travel policy or other policy of a Member Entity to which he or she is subject.

SANCTIONS

1. If this policy is violated by a Public Official or Support Staff, the Diversion Authority will report the violation to the Member Entity for the Member Entity to determine the appropriate disciplinary action.
2. If this policy is violated by an Employee, the Employee may face sanctions as outlined by the Diversion Authority, in addition to any sanctions which may be imposed under state or federal law.

Dated: _____

Tim Mahoney, Chair

Joel Paulsen, Executive Director

Form 001 – Travel Cost Reimbursement

Date:

Name of Recipient of Reimbursement:

Address of Recipient of Reimbursement:

Name of Traveller:

Name of Traveller's Company or Associated Entity:

Date of Travel:

Purpose of Travel:

Accrued Expenses (copy of receipts attached):

Eligible Expense	Total Actual Cost
Airfare, including taxes and baggage fees*	
Rental Car, including fuel and insurance**	
Taxi and Uber Services	
Parking	
Toll Charges	
Lodging Accommodations, including taxes and fees	
Airfare, including taxes and baggage fees*	
Meals, excluding alcohol	
TOTAL REIMBURSEMENT	

Approved for reimbursement:

Joel Paulsen, Executive Director

Date

NOTE: A clear and legible copy of all receipts showing the actual cost and date of the expense is required for consideration of reimbursement. This form with the aforementioned documentation must be submitted to the Diversion Authority AP inbox at APInvoicesFMDiv@jacobs.com.

*Diversion Authority shall only reimburse Coach-Class Airfare unless no other alternatives are available and if approved by the Executive Director.

**Diversion Authority shall only reimburse the cost of a mid-size rental vehicle or smaller unless no other alternatives are available and if approved by the Executive Director.