

FLOOD DIVERSION BOARD OF AUTHORITY

Thursday, November 12, 2015

3:30 PM

Fargo City Commission Room

Fargo City Hall

200 3rd Street North

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Management Information
 - a. PMC report
 - b. Corps of Engineers report Item 4b.
5. Administrative/Legal Information/action
 - a. P3 Legal Services
 - b. Lawsuit / Injunction update
 - c. Oxbow MOU Amendment Item 5c.
6. Technical Information/action
 - a. Recommended Policy Actions Item 6a.
 - b. Recommended Contracting Actions Item 6b.
7. Public Outreach Information/action
 - a. Committee report
 - b. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update Item 8b.
9. Finance Information/action
 - a. Committee report
 - b. Voucher approval Item 9b.
10. Other Business
11. Next Meeting – Date Change (December 17, 2015)
12. Adjournment

cc: Local Media

**FLOOD DIVERSION BOARD OF AUTHORITY
OCTOBER 8, 2015—3:40 PM**

1. PRESENTATION – AGRICULTURAL RISK STUDY INITIAL ASSESSMENT

A presentation was given prior to the board meeting on the agricultural risk of temporary water storage for the FM Diversion project. The research team consisting of Dean Bangsund, Nancy Hodur, and David Saxowsky from NDSU Department of Agribusiness and Applied Economics were present.

Mr. Bangsund said the study focused on the frequency (likelihood or probability of planting delays); magnitude (revenue losses); and geography (how effects vary among storage areas). The research team recommends impacted lands along the rivers be evaluated, implications of federal crop insurance be reviewed, and alternative compensation and mitigation strategies continue to be evaluated by the FM Diversion Authority. He said the study highlights the complexity of this issue and some issues remain unquantified.

Mr. Vanyo said the findings from the study will be reviewed further by the Diversion Agricultural Policy Subcommittee and their recommendations will be forwarded to the Diversion Authority Board.

2. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was called to order on Thursday, October 8, 2015, at 3:40 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Ken Pawluk; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Mike Williams; Fargo City Commissioner Melissa Sobolik; Cass County Joint Water Resource District Manager Rodger Olson; and Clay County Commissioner Kevin Campbell. Moorhead City Council Member Nancy Otto was absent. Also present was ex-officio member Gerald Van Amburg, Buffalo-Red River Watershed District.

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

3. MINUTES APPROVED

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve the minutes from the September 2, and September 10, 2015, meetings as presented. Motion carried.

4. AGENDA ORDER

MOTION, passed

Mr. Mahoney moved and Mr. Campbell seconded to approve the order of the agenda. Motion carried.

5. ADMINISTRATIVE/LEGAL UPDATE

Lawsuit update

Attorney Erik Johnson provided an update regarding lawsuits filed by the Richland-Wilkin Joint Powers Authority. The deadline for the briefing cycle of the base lawsuit is October 13th. Mr. Pawluk asked for additional information on the status of the case. Mr. Johnson said the preliminary injunction on the OHB levee was granted and clarified by the judge. The Diversion Authority filed an appeal on the injunction, which is still pending. The injunction is contingent on completion of the Minnesota EIS process. Mr. Berndt asked if the presence of the lawsuit in any way prevents the project from moving forward. Mr. Johnson said the presence of the base lawsuit does not prevent the Diversion Authority from moving forward on the diversion project.

6. MANAGEMENT UPDATECorps of Engineers report

The Corps of Engineers staff were unable to attend today's meeting, but submitted a written report to the board.

Program management consultant (PMC) report

Bruce Spiller provided an update on activities over the last month including work on in-town levees and pump station projects; construction and closings on homes in Oxbow; work on the Oxbow Country Club golf course; permit preparation and coordination with the Corps of Engineers; and development of procurement documents for the Public-Private Partnership (P3).

Mr. Spiller said a public meeting will be held on October 14th on the Minnesota draft EIS. The public comment period ends October 28th.

7. TECHNICAL UPDATERecommended Contract Actions Summary

Mr. Spiller discussed task orders, contract awards, change orders, work change directives, and reimbursement agreements for the following:

- Beaver Creek Archaeology, Inc. Task Order No. 1 Amendment 0—western alignment Phase 1 cultural investigation in the amount of \$111,000;
- Landwehr Construction, Inc.—contract award for demolition and removal of Park East Apartments in the amount of \$1,089,888;
- Industrial Builders, Inc. Change Order No. 2—work revisions to 2nd Street North flood control project south of pump station to allow work around fiber optic lines in the amount of \$169,490.20;
- Industrial Builders, Inc. Work Change Directive No. 4—2nd Street North pump station project work revisions associated with wet well modifications in the amount of \$175,000;
- Eventis Telcom, Inc.—reimbursement agreement for utility relocation associated with the 2nd Street South flood wall project in the amount of \$381,909;
- Xcel Energy—reimbursement agreement for utility relocation to move overhead power lines associated with the for 2nd Street North pump station project in the amount of \$55,000;

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve the appropriation of funds for the contracted actions listed above; and recommend approval of the appropriation of funds by the Dakota Metro Flood Board for the Diversion Authority. Discussion: Mr. Pawluk questioned the significant dollar amount for the change order with Industrial Builders. April Walker provided additional background information. Keith Berndt said the total cost of the 2nd Street North flood control project is substantial and the percentage of change orders at the end of a project should be reviewed to ensure they are within a certain percentage of the total project. On roll call vote, the motion carried unanimously.

8. PUBLIC OUTREACH UPDATECommittee report

Mr. Campbell said the Public Outreach Committee met on October 7th and discussed community outreach efforts including presentations given to the State Water Commission and Horace Lions Club. The committee also discussed the upcoming public meeting to be hosted by the Minnesota DNR on the draft EIS. Bob Zimmerman said barring any comments that may require additional study, the final report should be available in the spring.

Rocky Schneider from AE2S provided an update on the website. A re-design of the website went live last week with the goal to provide a more mobile and user friendly site with better search capabilities.

Mr. Vanyo and Mr. Mahoney provided an update on their trip to Washington, D.C. last week. They met with officials from the Corps of Engineers and the Office and Management and Budget.

Business Leaders Task Force

Mr. Dawson said the task force met two weeks ago. He said members are working on proactive and positive communications regarding the project, which includes TV ads and other marketing strategies.

9. LAND MANAGEMENT UPDATE

Mr. Mahoney said the Land Management Committee met on October 7th and heard a presentation on property acquisitions and replacement homes in Oxbow. A few issues were identified as a result, which include costs associated with Oxbow's covenant regulations, landscaping bids, and revisions to the current Oxbow MOU. Mr. Spiller said the CCJWRD met this morning and based on a suggestion by April Walker, decided to hire a landscaping architect to help determine cost estimates.

CCJWRD update

Mark Brodshaug referred to the handout regarding land acquisitions completed through September 30, 2015, which includes completed acquisitions, budget figures, and completed negotiations. He said twelve homes are under construction and six homes have been completed in Oxbow; bids were opened for the Park East Apartment demolition project; coordination is underway with the North Dakota State Historic Preservation Office to mitigate the effects of removing five homes in the Mickelson historical district; and critical in-town property negotiations are continuing with Fargo Public Schools, Mid-America Steel, Case Plaza, and Kilborne Group.

10. FINANCE UPDATECommittee report

Michael Montplaisir Cass County Auditor, said the Finance Committee met on October 7th. He said currently there is \$58 million in unallocated funds available in the FY15 budget.

Drawdown Request

The committee approved a drawdown request of the final \$25 million from the U.S. Bank loan taken out by the City of Fargo. Mr. Montplaisir said the funds are needed for property purchases and home construction in Oxbow and work on the in-town levees. Ms. Sobolik asked if an additional loan will be needed. Mr. Montplaisir said another interim loan or temporary special assessment financing will be necessary for 2016 costs.

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to authorize the City Finance Director to initiate a draw request for loan funds from U.S. Bank in the amount of \$25 million to pay for construction and other expenses of the Diversion Board of Authority. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Xcel Energy for utility relocation work; Fredrikson & Byron, P.A. for government relations services; Consolidated Communications for utility relocation work; Terracon for in-town levee work; Erik R. Johnson & Associates, Ltd. for legal services; Dorsey & Whitney, LLP for legal services; CCJWRD for costs associated with right of entry work, in-town levees, OHB ring levee, Diversion Project Assessment Committee (DPAC) work, OHB levee, and Oxbow Country Club golf course construction; and North Dakota State University for services to conduct the Ag Risk Economic Evaluation Study.

MOTION, passed

Ms. Sobolik moved and Mr. Mahoney seconded to approve the vouchers in the amount of \$5,918,684.76 for September, 2015. On roll call vote, the motion carried unanimously.

11. OTHER BUSINESS

Mr. Campbell said a few months ago the Diversion Board authorized staff to talk with the Minnesota DNR about a hardship property in Minnesota before moving forward with the acquisition process. A letter was received from the DNR stating their agency would not confirm one way or the other whether the property could be acquired and directed the Diversion Authority to confer with its legal counsel.

12. NEXT MEETING DATE

The next meeting will be held on Thursday, November 12, 2015, at 3:30 PM.

13. ADJOURNMENT

MOTION, passed

**On motion by Mr. Williams, seconded by Ms. Sobolik, and all voting in favor,
the meeting was adjourned at 4:34 PM.**

Minutes prepared by Heather Worden, Cass County Administrative Assistant



US Army Corps
of Engineers
St. Paul District

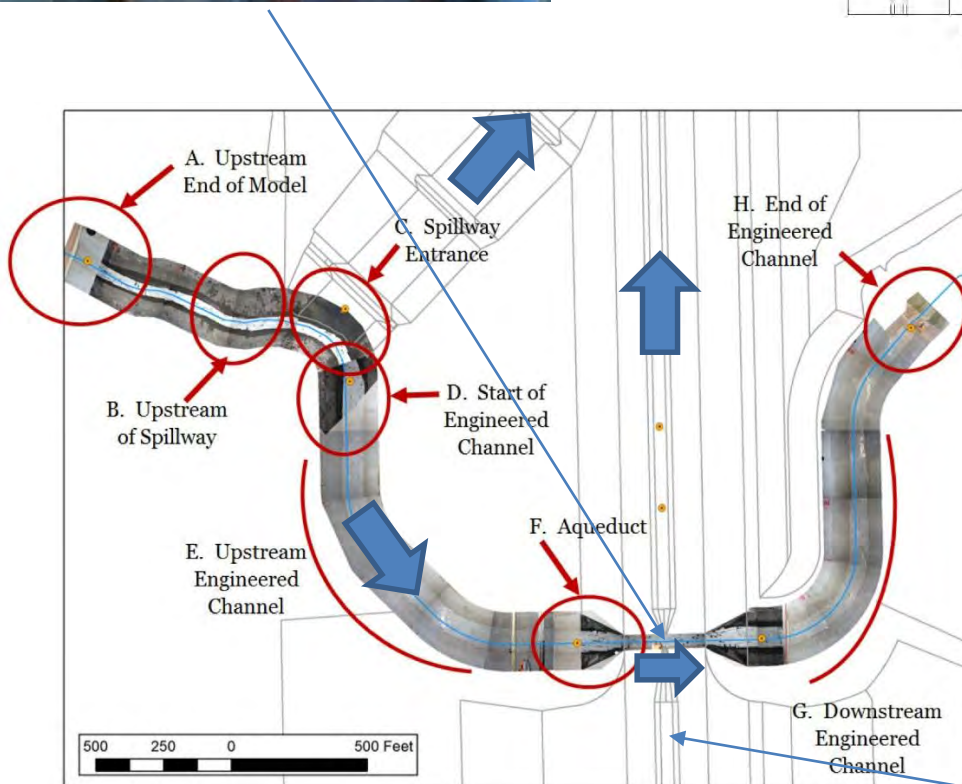
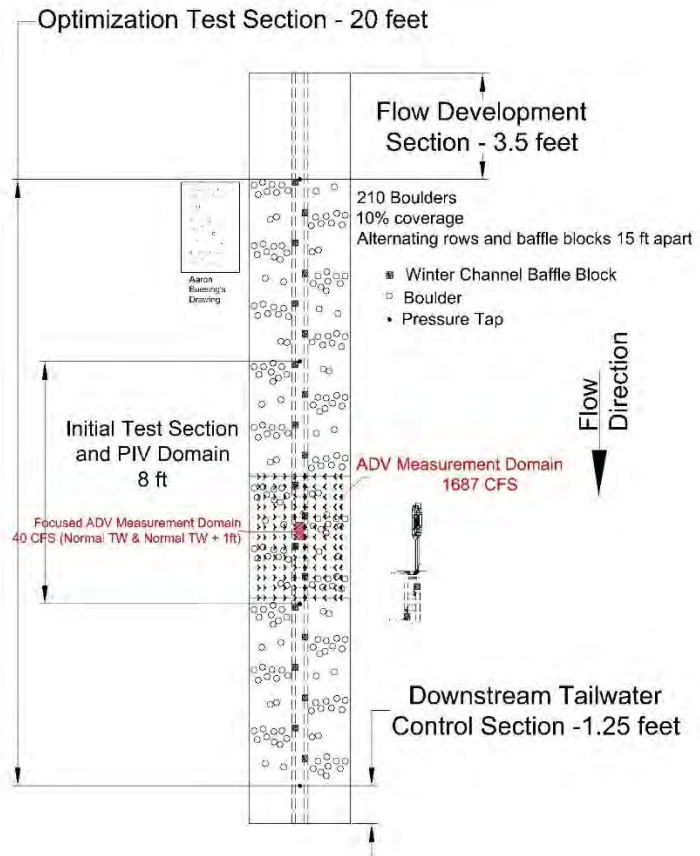
Monthly Update

November 12, 2015

Since the last Diversion Authority meeting, the following project-related activities were worked on:

1. **Minnesota EIS**: Provided comments on the Draft EIS prior to end of comment period on 28 October.
2. **Reach 7/Maple River Aqueduct**: Flume study completed which analyzed velocity conditions across aqueduct. Final report anticipated by 30 November. See pictures on page 2.
3. **Diversion Inlet Structure**: Final Technical Review (FTR) for this gated structure started 29 October 2015. Final plans and specifications anticipated in April 2016.
4. **Optimization of Diversion Channel and Low Flow Channel**: Continuing this work upstream of the Maple River to the Diversion Inlet Structure. Complete this year.
5. **Cemetery Mitigation Plan**: Will address Cemetery POC comments on the Draft Plan as part of DA subcommittee work to be performed after MnEIS is complete. Sent follow-up letters to all Cemetery POCs on 13 August and 3 November.
6. **In-Town Levees**: Continue to support design and construction to assure features can be incorporated into FMM Project. Includes ATR and IEPR reviews.
7. **Alternate Financing/Split Delivery Plan**: Assisting with development of RFP and reference documents. Continued reporting/coordination up our chain of command.
8. **Rights-of-Entry and Surveys**: Continue to conduct surveys along the project alignment in ND (cultural, HTRW, borings, USGS flow measurements, land surveys). Borings will continue through the winter months.
9. **Real Estate**: Continue to review appraisals and support land acquisition activities.
10. **Natural Resource Agency Coordination**: Met with ND natural resource agencies, NDSWC and Omaha District Regulatory to coordinate state and 404 permits on 3 November.
11. **Mitigation**: Continue work to identify additional environmental mitigation sites.

Aqueduct Flume Study: Alternating Rows with Low Flow (Winter) Channel Baffle Blocks



Diversion Channel

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

**CITY OF OXBOW, NORTH DAKOTA AND METRO FLOOD
DIVERSION BOARD OF AUTHORITY**

This is an amendment [“Amendment”] to the Memorandum of Understanding that was made by and between the **METRO FLOOD DIVERSION BOARD OF AUTHORITY** [the “Diversion Authority”], and the **CITY OF OXBOW, a North Dakota municipal corporation** [the “City” or the “City of Oxbow”].

RECITALS:

WHEREAS, the METRO FLOOD DIVERSION BOARD OF AUTHORITY is a joint powers entity established by the 2011 limited joint powers agreement between Clay County, Minnesota, Moorhead, Minnesota, Cass County, North Dakota, Fargo, North Dakota, Cass County Joint Water Resource District and the Buffalo-Red River Watershed District [referred to herein as the “Diversion Authority”];

WHEREAS, the Diversion Authority and the City of Oxbow entered into a Memorandum of Understanding [“Oxbow MOU”] dated effective October 24, 2013, with the three North Dakota member-entities to the Diversion Authority also approving the Oxbow MOU; and,

WHEREAS, at the time the Oxbow MOU was approved, the parties were not able to fully predict how the agreed-upon provisions would work—the parties having attempted, in good faith, to identify a process for implementation of the O-H-B Levee Project to provide the intended benefits to the Oxbow, Hickson and Bakke communities while also protecting the interests of the Diversion Authority—however, since that time, the O-H-B Levee Project has commenced and, as a result, much more is now known as to how the Project is working, with particularly with respect to the process by which real property is being acquired for the Project and replacement property is being developed and made available for the Project; and,

WHEREAS, in particular, arrangements for and development of replacement lots has been completed such that land has been acquired and placed into the ownership of the Oxbow Job Development Authority for the replacement lots, specifically, 40 replacement lots plus

additional replacement lots for the staging area or other purposes and infrastructure (streets, lighting, curb and gutter, water, and storm and sanitary sewer) for said lots has been installed and constructed; and,

WHEREAS, in forming the Oxbow MOU, the parties recognized and agreed that the Oxbow MOU may need to be supplemented by more detailed arrangements in order for the concepts and agreements contained herein to be implemented and the parties therefore agreed to coordinate with each other and to work together to do so; and,

WHEREAS, the Diversion Authority and the City of Oxbow wish to amend the Oxbow MOU, particularly with respect to the arrangements for the Diversion Authority providing funding for acquisition of replacement lots, the development of infrastructure supporting said replacement lots, the sale of replacement lots, the repayment to the Diversion Authority of funds advanced by the Diversion Authority for said replacement property and with respect to other matters;

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS SET FORTH HEREIN AND CONSIDERATION EXCHANGED, IT IS HEREBY AGREED:

Section I. Paragraph 2.3 of the Oxbow MOU, including subparagraphs thereof (which addresses the matter of “Replacement Lots” as defined in the Oxbow MOU), is amended to read as follows:

- 2.3 Proceeds from the sale of the Replacement Lots, shall be allocated and paid-out as follows:
 - 2.3.1 Oxbow Replacement Lots Sold to Oxbow Displaced Property Owners. With respect to the sale of one of the Replacement Lots to a property owner whose existing Oxbow residence is being purchased for the O-H-B Levee Project, one hundred percent (100%) of the proceeds from the sale of said sale shall be paid to the Diversion Authority.
 - 2.3.2 Sale of All Other Replacement Lots. With respect to the sale of all other Replacement Lots; including lots upon which the ten, or so, existing house-structures within Oxbow may be moved onto Replacement Lots by the city of Oxbow or its agent, lots upon which one or more condominiums are constructed and any lots that are sold to all others than the Oxbow displaced property owners and staging area displaced property owners, as described in subparagraphs 1.1.1 and 1.1.2, above; seventy-five percent (75%) of the proceeds from the sale of said sale shall be paid to the Diversion Authority. The remaining twenty-five percent (25%) of said

proceeds shall be allocated to, and retained by, the city of Oxbow or the Oxbow Job Development Authority. The division of sale proceeds shall be made after deduction of reasonable selling expenses.

- 2.3.3 Sale of All Other Replacement Lots. The foregoing allocation and pay-out of lot sale proceeds shall satisfy and replace the provisions in the original Oxbow MOU establishing an obligation of the City of Oxbow and/or the Oxbow Job Development Authority to repay to the Diversion Authority the advanced funds within a period of 15 years, as set forth in subparagraph 2.3.3, et sequitur.
- 2.3.4 Allocation of Sales Proceeds Retroactive to Initial Lot Sale. The above-prescribed allocation of sales proceeds of the Replacement Lots shall be retroactive to the initial sale of the initial Replacement Lot and to each sale since said initial sale and, therefore, shall be applicable to all sales of Replacement Lots.
- 2.3.5 Periodic Accounting to Diversion Authority. The City of Oxbow and the Oxbow Job Development Authority shall periodically provide to the Diversion Authority an accounting of all proceeds from the sale of the Replacement Lots, said accounting to be made at least on a quarterly basis.
- 2.3.6 Periodic Payment to Diversion Authority. The City of Oxbow and the Oxbow Job Development Authority shall periodically remit funds from the sale of the said Replacement Lots that are due and payable to the Diversion Authority, said remittance occurring at least on a quarterly basis. Oxbow Job Development Authority may temporarily retain up to \$375,000 from the Oxbow Replacement Lots sales, until sufficient proceeds to Oxbow Job Development Authority are generated from the Other Replacement Lots.
- 2.3.7 Removal of 15-year Repayment Obligation and Release of Mortgage. The obligation of the City of Oxbow and/or the Oxbow Job Development Authority to repay to the Diversion Authority the advanced funds within a period of 15 years is hereby removed to the extent that the repayment obligations of the City of Oxbow conflict with the terms of this Amendment. The “Metro Flood Diversion Authority” shall execute a release of the mortgage dated December 19, 2013, and recorded December 20, 2013 in the office of the Cass County recorder as Document Number 1407789.
- 2.3.8 Removal of Additional Ten Percent Payment on Lots. The “additional ten percent (10%) amount” set forth in subparagraph 2.3.5 of the Oxbow MOU shall not be applicable, retroactive to the sale of the first

Replacement Lot, said sum being replaced by the allocation and payout schedule set forth above.

Section II. “Wet side” golf holes to be used for wetlands mitigation rather than being conveyed to City of Oxbow. Subparagraph 2.6.2 of Paragraph 2 of the Oxbow MOU is amended to remove the requirement that, “To the extent such land is not needed for the location of the levee structure or clear zone, the Diversion Authority shall offer said land for sale or lease to the City of Oxbow at its then current market value (subject to no-build restrictions on said land) for a purpose yet to be determined; provided that such conveyance shall be subject to such use or other restriction or restrictions as may be required by federal or state law or by Corps policy or regulation.” Instead, the parties agree that the Diversion Authority may use said land for environmental mitigation purposes.

Section III. Timing of construction and implementation. The City of Oxbow and the Diversion Authority mutually recognize and agree that the parties have exercised best efforts to initiate and complete the construction of the O-H-B Levee Project within an approximately three-year period and the parties reaffirm their mutual intent to complete construction as soon as reasonably possible; recognizing, however, that certain events, some of which have been beyond the control of either party, have occurred which have resulted in delay, including the entry of a preliminary injunction by the U.S. District Court (District of Minnesota – Civil No. 13-2262 (JRT/LIB)) on May 13, 2015, and, therefore, the Oxbow MOU, including subparagraph 2.14 of paragraph 2, is hereby amended to remove a project construction deadlines of 36 months and 40 months and to replace said deadlines with the requirement that the ring levee project be completed within thirty-six (36) months from the date the preliminary injunction is removed or dismissed by the court.

Section IV. Interpretation of Conflicting Provisions. To the extent that the terms of this Amendment conflict with the original Oxbow MOU, the terms of this amendment shall govern. In all other respects, the terms of the original Oxbow MOU shall remain in full force and effect.

Section V. Effective Date. This Amendment to the Oxbow MOU will be deemed effective the date of the last signature of all the parties hereto, provided that to the extent any of the parties have taken action pursuant to this agreement prior to said effective date, the same shall be deemed to have been authorized by this memorandum of understanding..

[The remainder of this page intentionally left blank.]

**METRO FLOOD DIVERSION BOARD
OF AUTHORITY**

Dated: _____

By: _____

Darrell Vanyo, Chairman of the Board

CITY OF OXBOW, a North Dakota
municipal corporation

Dated: _____

By: _____
James Nyhof, Mayor

ATTEST:

City Auditor

CITY OF FARGO, a North Dakota
municipal corporation

DATED: _____

By _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

COUNTY OF CASS,
NORTH DAKOTA

DATED: _____

By _____
Chad M. Peterson, Chairman

CASS COUNTY JOINT WATER RESOURCE
DISTRICT

DATED: _____

By _____
Mark Brodshaug, Chairman



Technical Advisory Recommendation

Meeting Date: 10/13/2015

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Action(s):

FMDA Detention Funding Policy Manual Approval

Policy for evaluating FMDA funding eligibility for distributed upstream retention proposals

BACKGROUND:

Distributed upstream retention was established by the Red River Basin Commission’s Long Term Flood Solutions Report (RRBC LTFS) as one component of the overall strategy to provide flood protection for the Red River Basin. The RRBC completed the Halstad Upstream Retention (HUR) Study to analyze regional impacts of locally identified impoundment locations on the Red River mainstem above Halstad, MN. Since completion of the HUR Study, the Fargo-Moorhead Diversion Authority (FMDA) has allocated a total \$24.5 million to further incentivize development and implementation of impoundments located in the Red River Basin above Halstad, MN.

The draft FMDA Detention Funding Proposed Policy Manual (February 2, 2014) established draft criteria and a procedure for determining funding eligibility for FMDA funds. Proposed impoundments must meet the following criteria in order to qualify for FMDA funding:

- Qualifying impoundments must detain flood waters within the Red River Basin above USGS Gage 05064500 (Red River of the North at Halstad, MN).
- Qualifying Project Sponsors include: Minnesota Watershed Districts, North Dakota County Water Resource Districts, or Joint Powers Authorities, which include membership from the qualified WDs or WRDs
- The proposed impoundment site must be identified prior to submission.
- Proposed Impoundments must provide a minimum of 1,000 acre-feet of combined gated storage and ungated storage during the HUR Study Standardized Melt Progression Event.

DISCUSSION:

The procedures for review and approval of FMDA funding for impoundments is included in the attached draft manual. The TAC met on September 15, 2015, reviewed and discussed the criteria and procedures, and requested a follow-up meeting to close the discussion and vote on recommendation of approval of this policy.

ATTACHMENT(S):

1. Draft Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual (Feb 2, 2014)

Submitted by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

14 OCT 2015

Date

Keith Berndt, Cass County Administrator

Concur: X Non-Concur: _____

Mark Bittner, Fargo Director of Engineering

Concur: X Non-Concur: _____

David Overbo, Clay County Engineer

Concur: _____ Non-Concur: _____

April Walker, Fargo City Engineer

Concur: X Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: X Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: X Non-Concur: _____

FARGO-MOORHEAD DIVERSION AUTHORITY

DETENTION FUNDING

POLICY MANUAL

FINAL

(11/12/2015)

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INTRODUCTION

Distributed upstream retention is established by the Red River Basin Commission's Long Term Flood Solutions Report (RRBC LTFS) as one component of the overall strategy to provide flood protection for the Red River Basin. The RRBC completed the Halstad Upstream Retention (HUR) Study to analyze regional impacts of locally identified impoundment locations on the Red River mainstem above Halstad, MN.

Since completion of the HUR Study, the Fargo-Moorhead Diversion Authority (FMDA) has allocated a total \$24.5 million to further incentivize development and implementation of impoundments located in the Red River Basin above Halstad, MN. This document establishes the criteria and procedure for determining funding eligibility for FMDA funds.

SECTION I – General Criteria

Below lists general criteria to qualify for FMDA funds. Proposed impoundments must meet all of listed items to meet eligibility for FMDA funding:

- Qualifying impoundments must detain flood waters within the Red River Basin above USGS Gage 05064500 (Red River of the North at Halstad, MN).
- Qualifying Project Sponsors include:
 - Watershed Districts (Minnesota)
 - County Water Resource Districts (North Dakota)
 - Joint Powers Authorities which include membership from Watershed Districts and/or Water Resource Districts
- The proposed impoundment site must be identified prior to submission.
- Proposed Impoundments must provide a minimum of 1,000 acre-feet of combined gated storage and un-gated storage during the HUR Study Standardized Melt Progression Event.

A summary of FMDA Funding Eligibility and Process is provided on the next page, as well as discussed in greater detail in the following sections.

FMDA FUNDING SUMMARY TABLE

Category	Phase I <i>Preliminary Design</i>	Phase II <i>Land Acquisition and/or Final Design</i>	Phase III <i>Construction</i>
Eligible Applicants	Watershed Districts and Water Resource Districts, or Joint Power Authorities comprised of local governing bodies from the area of the basin above Halstad, MN		
Modeling Requirements	Initial estimated 8-Day prioritized flood volume reduction in acre-feet (± 4 days from the peak discharge) at the following locations: <ul style="list-style-type: none"> - USGS Gage 05054000 (Red River at Fargo, ND) - USGS Gage 05064500 (Red River at Halstad, MN) (<i>Fill and Spill Methodology</i>) 	Preliminary estimated 8-Day prioritized flood volume reduction in acre-feet (± 4 days from the peak discharge) at the following locations: <ul style="list-style-type: none"> - USGS Gage 05054000 (Red River at Fargo, ND) - USGS Gage 05064500 (Red River at Halstad, MN) (<i>Operation based on results of Feasibility Study</i>) 	Final 8-Day prioritized flood volume reduction in acre-feet (± 4 days from the peak discharge) at the following locations: <ul style="list-style-type: none"> - USGS Gage 05054000 (Red River at Fargo, ND) - USGS Gage 05064500 (Red River at Halstad, MN) (<i>Operation based on Final O&M Plan</i>)
Maximum Funding	Up to 5% of \$400 / Acre-foot reduced from the initially estimated 8-day prioritized flood volume.	Up to 90% of \$400 / Acre-foot reduced from the preliminary estimated 8-day prioritized flood volume, less FMDA funds advanced during Phase I.	Up to 100% of \$400 / Acre-foot reduced from the final estimated 8-day prioritized flood volume, less FMDA funds advanced during Phases I & II.
Match Requirements	50% of Non-Federal/Non-State	50% (Federal/State/Local may be used as match)	No Match Required
Eligible Activities	<ul style="list-style-type: none"> - Preliminary Design - Geotechnical Review 	<ul style="list-style-type: none"> - Final Design Report & Plans/Specs - O&M Plan - Permitting - Land Acquisition 	<ul style="list-style-type: none"> - Land Acquisition - Construction
Timeline Requirements	Maximum of 2-years to complete: <ul style="list-style-type: none"> - <i>Feasibility Report</i> - <i>Geotechnical Review</i> - <i>Approved Phase II Submittal</i> 	Maximum of 3-years to complete: <ul style="list-style-type: none"> - <i>Final Design Report & Plans/Specs</i> - <i>O&M Plan</i> - <i>Permitting</i> - <i>Approved Phase III Submittal</i> 	Maximum of 1-year to award construction contract.
Application Deadline	Applications must be provided to the FMDA a minimum of 60 days prior to a determination on FMDA funding commitment. RRRR will provide funding commitment recommendations during FMDA regularly scheduled meetings.		
Application Review Process	All submittals will undergo technical review by the FMDA upon receipt of application.		
Available Funding	Total of \$24.5 million to be allocated over a 10-year period. Annual amount expected to vary depending on eligible applications and prior year funding levels.		
Progress Reporting	Quarterly progress reports required to FMDA for all Phases of funding.		

SECTION II – Procedures for Review and Approval

Impoundments qualifying for FMDA Funds are required to provide submittals at three phases during the development of the proposed impoundment. The proposed impoundment will be reviewed and funding determinations will be made at each Submittal Phase. Each submittal and the general activities are listed below. Eligible activities are defined in greater detail in the following sections.

- Phase I Submittal – Preliminary Design
- Phase II Submittal – Land Acquisition and Final Design
- Phase III Submittal – Construction

Each submittal will be used to reaffirm FMDA Funding commitment to the proposed impoundment. Information required of the applicant during each submittal phase will undergo technical review including, but not limited to, an assessment of the following criteria:

- All eligibility requirements are fulfilled.
- Anticipated timeline for implementation.
- Potential adverse impacts.
- Flood damage reduction benefit downstream.
- Other funding sources.
- Technical modeling data to determine estimated FMDA funding.

Review of each phase of submittals will be used to provide a recommendation to the FMDA to approve or disapprove a continued commitment to the proposed impoundment. Final determinations on FMDA funding commitment to proposed impoundments will be made the FMDA during regularly scheduled meetings. Applications must be submitted a minimum of 60 days prior to determination on FMDA commitment to the proposed impoundment.

SECTION III – Timeline for Project Implementation

FMDA Funds provided to successful Project Applicants are intended to, in part, assist in expediting project development for impoundments proposed above Halstad, MN. As such, successful applicants are required to progress from preliminary project development to construction in over a maximum 6-year timeframe. Specific milestones for each Phase of FMDA Funding are discussed below. Also, refer to the chart below for an illustration of required milestones for FMDA funded projects.

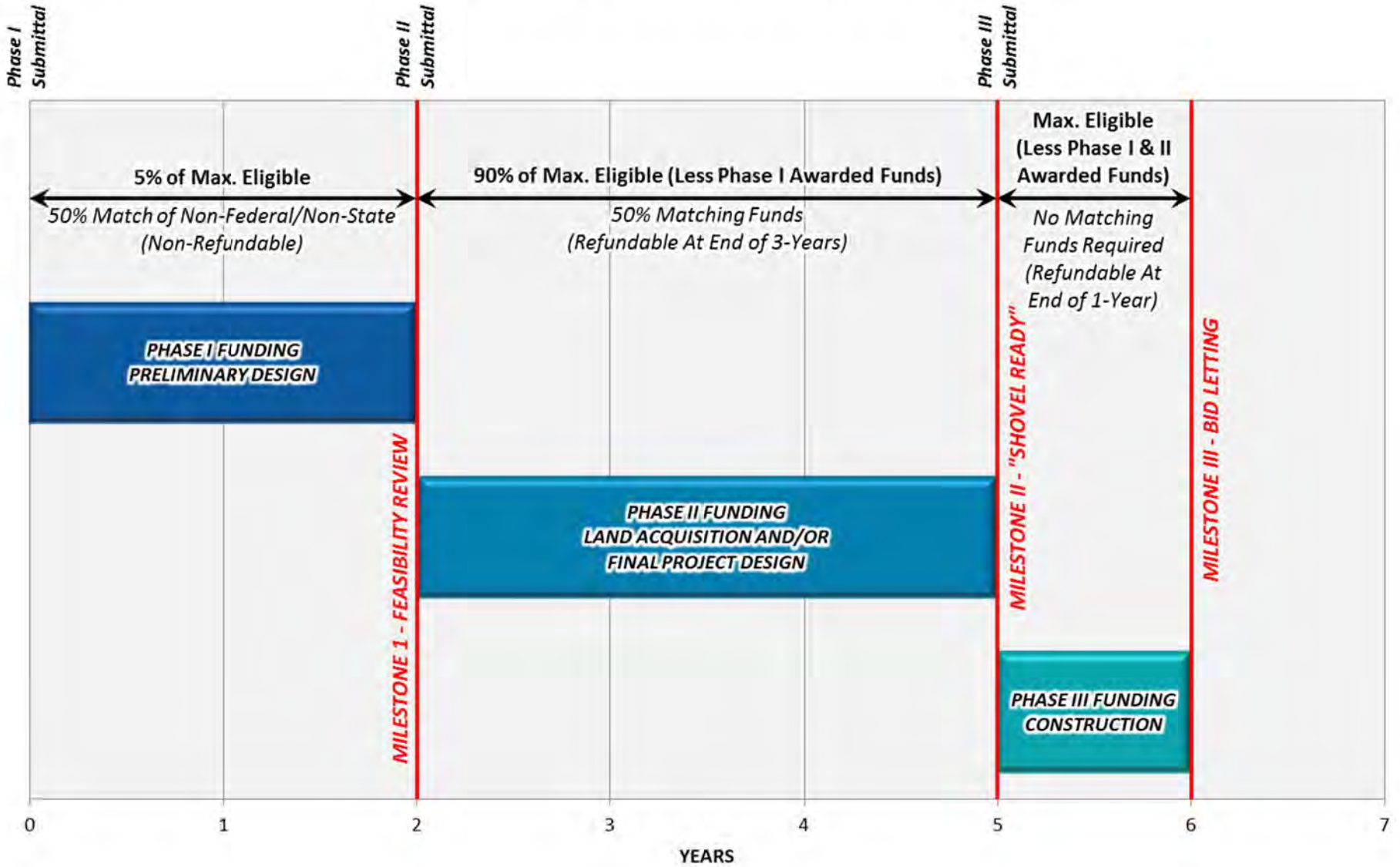
- **PHASE I Submittal** – All eligible activities under the Phase I Submittal must be completed within two years of an approved FMDA Phase I Submittal.

- **PHASE II Submittal** – The following eligible Phase II Submittal activities must be completed within three years of an approved FMDA Phase II Submittal:
 - Development of Final Design Report
 - Construction Plans and Specifications
 - Development of Operation and Maintenance Plan
 - Permitting

- **PHASE III Submittal** – Bid letting must occur within one year of an approved FMDA Phase III Submittal.

Regardless of whether funds are requested at each Phase, a successful submittal will be required for all three Phases to reaffirm FMDA commitment. A detailed explanation to the FMDA is required in the event that any of the milestones discussed above are unable to be met. This explanation must include reason for the delayed timeline, and how the project sponsor proposes to get the project back on the required timeline. Failure to meet any of the milestone timelines presented above may require funds allocated as a result of successful Phase II & III Submittals to be reimbursed to the FMDA over a maximum period of 10-years.

FMDA FUNDING MILESTONES



SECTION IV - PHASE I Submittal – Preliminary Design

FMDA Phase I funding is intended to provide assistance to complete preliminary design on the proposed impoundment, including geotechnical evaluation. A project concept must already be identified in order to qualify for Phase I FMDA Funding. Eligible activities and applicant requirements for Phase I FMDA Funding are summarized below.

Eligible Activities

- Preliminary Design
- Geotechnical Review

Applicant Requirements

- Meet general criteria requirements in **SECTION I** of this policy manual.
- Project concept identified.
- Quarterly reporting on project status. (*Attached Form*)
- Two year maximum to apply for Phase II FMDA Funding.

Application Procedure

- Complete & Provide *FMDA PHASE I Submittal*.
- Complete & Provide *Phase I Estimated FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation.

Funding Level

The amount of FMDA Funds available for successful Phase I Applicants will be the lesser of:

- 5% of total eligible funding, as determined from *FMDA Funding Calculation Spreadsheet*.
- 50% of the portion of project costs not eligible for Federal or State Cost-Share.

FMDA Phase I Submittals will be reviewed and recommended for FMDA Funding based on criteria described in **SECTION III** of this policy manual.

SECTION V - PHASE II Submittal - Land Acquisition and/or Final Design

Phase II FMDA Funding is to reaffirm funding commitment level based on additional project development and design data completed since the Phase I Submittal. A Feasibility Study, including a geotechnical evaluation, is required for Phase II Submittals. Eligible activities and applicant requirements for Phase II FMDA Funding are summarized below.

Eligible Activities

- Development of Final Design Report
- Construction Plans and Specifications
- Development of Operation and Maintenance Plan
- Permitting
- Land appraisals
- Preparation of Purchase and/or Easement Agreements
- Land Acquisition

Applicant Requirements

- Successful PHASE I FMDA Submittal
- Meet general criteria requirements in **SECTION I** of this policy manual.
- Feasibility Study Complete (Including Geotechnical Evaluation).
- Quarterly reporting on project status. (*Attached Form*)
- Three year maximum to apply for Phase III FMDA Funding.

Application Procedure

- Complete & Provide *FMDA PHASE II Submittal*.
- Update & Provide *Estimated FMDA Funding Allocation Worksheet* based on assumed operation in Preliminary Engineer's Report.

Funding Level

The amount of FMDA Funds available for successful Phase II Applicants will be the lesser of:

- 90% Total Eligible Funding, as determined from *Phase II FMDA Funding Calculation Spreadsheet*, less Funds awarded during Phase I FMDA Funding.
- 50% of total costs.

FMDA Phase II Submittals will be reviewed and recommended for FMDA Funding based on criteria described in **SECTION III** of this policy manual.

SECTION VI - PHASE III Submittal - Construction

Phase III FMDA Funding determines the final level of funding commitment. All final design documents and a copy of any completed easement/purchase agreements are required to be included in Phase III submittals. Eligible activities and applicant requirements for Phase II FMDA Funding are summarized below.

Eligible Activities

- Land appraisals
- Preparation of Purchase and/or Easement Agreements
- Land Acquisition
- Construction Administration

Applicant Requirements

- Successful PHASE II FMDA Submittal
- Meet general criteria requirements in **SECTION I** of this policy manual.
- Meet technical requirements described in **SECTION VII** of this policy manual.
- All Phase I Eligible Activities Complete.
- The following Phase II Eligible Activities Complete:
 - Development of Final Design Report
 - Construction Plans and Specifications
 - Development of Operation and Maintenance Plan
 - Permitting
- Quarterly reporting on project status. (*Attached Form*)
- Three year maximum to apply for Phase III FMDA Funding.

Application Procedure

- Complete & Provide *FMDA PHASE III Submittal*.
- Update & Provide *Estimated FMDA Funding Allocation Worksheet* based on final operation plan.

Funding Level

The amount of FMDA Funds available for successful Phase III Applicants will be the lesser of:

- Total Eligible Funding, as determined from *Phase III FMDA Funding Calculation Spreadsheet*, less Funds awarded during Phase I and Phase II FMDA Funding.
- Project costs less other available funding sources.

FMDA Phase III Submittals will be reviewed and recommended for FMDA Funding based on criteria described in **SECTION III** of this policy manual.

SECTION VII – Final Design Technical Criteria for Dams and Impoundments

The following summarizes technical requirements for eligibility for FMDA funding. The *Final Design Report* summarizing how the following considerations are met before FMDA funds can be used for project construction.

- **Engineering Design:** Structural and hydraulic design of all dams and impoundments considered for FMDA funding must be performed by a registered professional engineer of the State of Minnesota and/or North Dakota, depending on project location.
- **Hydrologic and Hydraulic Adequacy:** Dams and impoundments considered for FMDA funding must be sized in accordance the appropriate governing Dam Safety Rules for Minnesota or North Dakota, depending on the location of the proposed project location. These factors include, but are not limited to, the following:
 - Appropriate determination of Dam Safety Classification.
 - Appropriate capacity principal spillway and emergency spillway components based on Dam Safety Classification.
 - Appropriate capacity principal spillway and emergency spillway components based on Dam Safety Classification.
 - Ability of the proposed dam or impoundment to provide sufficient freeboard before overtopping based on Dam Safety Classification.
 - Erosion protection for dam or impoundment earthen embankments and spillways.
 - Adequate measures to control downstream channel erosion.
 - Considerations for sediment yield over the project life.
 - Site drawdown procedures for projects featuring gated storage.
- **Structural Stability:** The structural design of the proposed dams or impoundments must consider the following:
 - Gravity forces; Hydrostatic pressure; Uplift forces; Overturning moment; Resistance to sliding; Ice pressures; Earthquake forces; Slope stability including consolidation and pore pressures; Seepage collection or prevention; Foundation conditions including appropriate borings and determination of the strength of foundation materials; Specifications for materials of construction and their placement or installation; Adequate construction inspection to assure conformance with design assumptions; and Adequacy of the cofferdam, if any.

In addition to items listed above, the FMDA reserves the right to request additional information from the Project Sponsor for any other technical considerations relevant to the project.

Fargo-Moorhead Diversion Authority
Detention Funding
Phase I Submittal

Instructions:

- 1) Complete and provide *Phase I FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide supporting documentation detailing the development of the overall concept.
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase I FMDA Funding Allocation Worksheet*.

Application Date: _____

Project Name: _____

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: _____ State: _____

County: _____ Legal Description: _____

Project Sponsor: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

Authorized Agent: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

CONCEPT BACKGROUND

1) Describe the general project purpose:

2) Is proposed concept identified in Comprehensive Detention Plans (ND) or Expanded Distributed Detention Strategies (MN)?

Yes No

If Yes, indicate the *Report Name* and *Storage Site ID* as defined in the Detention Plan/Strategy:

Report Name: _____

Storage Site ID: _____

3) Is proposed concept included other Local, Regional, or State Water Plans?

Yes No

If yes, indicate which Plan(s) below:

4) Have impacted landowners been made aware of the proposed concept?

Yes No If yes, indicate any potential issues as concept develops:

CONCEPT TECHNICAL/MODELING INFORMATION

- 1) Drainage Area: _____ Mi² (As determined from Standardized Modeling Approach contributing areas)

- 2) Maximum Gated Storage Capacity: _____ Acre-Feet _____ Inches

- 3) Maximum Un-gated Storage Capacity: _____ Acre-Feet _____ Inches

- 4) Maximum Pool Depth: _____ Feet

- 5) Maximum Gated Pool Inundation Area: _____ Acres

- 6) Maximum Un-gated Pool Inundation Area: _____ Acres

- 7) Red River Mainstem Analysis Results:

Gated Storage Utilized: _____ Acre-Feet _____ Inches

Un-gated Storage Utilized: _____ Acre-Feet _____ Inches

Impacted area a peak pool elevation: _____ Acre-Feet

Describe the operational assumptions used to determine Red River impacts.

- 8) Are copies of the models used complete the *Phase I Estimated FMDA Funding Allocation Worksheet* included?
 Yes No

Explain naming conventions used for the proposed impoundments within the model:

FUNDING INFORMATION

1) Total Estimated Eligible FMDA Funding Amount: \$ _____

2) Total Requested Phase I Submittal Advancement Amount: \$ _____
(Not to exceed 5% of item No. 1 above)

3) Indicate Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	\$ _____
State	\$ _____
Regional/Joint Boards	\$ _____
Local	\$ _____
Other	\$ _____
FMDA Amount	\$ _____
Total	\$ _____

4) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

PHASE I

ESTIMATED FMDA FUNDING

ALLOCATION WORKSHEET

Project Name:

Project Sponsor:

Date:

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ± 4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ± 4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
6. [6] indicates maximum potential FMDA Funding available for eligible Phase I activities.

Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	[2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	[3]
Total	[4] = [2] + [3]

Maximum Eligible FMDA Funds	[5]	=	[1] × [4]
Max. Eligible FMDA Advancement Available for Phase I Activities	[6]	=	[5] × 5%

Fargo-Moorhead Diversion Authority
Detention Funding
Phase II Submittal

Instructions:

- 1) Update and provide *Phase II FMDA Funding Allocation Worksheet* based on preliminary assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide Feasibility Study including Geotechnical Evaluation. (*Eligible Phase I Activities*)
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase II FMDA Funding Allocation Worksheet*.

Application Date: _____

Project Name: _____

Project Location: (*Provide Location Map*)

HUC12 Watershed Code: _____ State: _____

County: _____ Legal Description: _____

Project Sponsor: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

Authorized Agent: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

PROJECT TECHNICAL/MODELING INFORMATION

1) Drainage Area: _____ Mi² (As determined from Standardized Modeling Approach contributing areas)

2) Maximum Gated Storage Capacity: _____ Acre-Feet _____ Inches

3) Maximum Un-gated Storage Capacity: _____ Acre-Feet _____ Inches

4) Maximum Pool Depth: _____ Feet

5) Maximum Gated Pool Inundation Area: _____ Acres

6) Maximum Un-gated Pool Inundation Area: _____ Acres

7) Red River Mainstem Analysis Results:

Gated Storage Utilized: _____ Acre-Feet _____ Inches

Un-gated Storage Utilized: _____ Acre-Feet _____ Inches

Impacted area a peak pool elevation: _____ Acre-Feet

Describe the operational assumptions used to determine Red River impacts.

8) Are copies of the models used complete the *Phase II Estimated FMDA Funding Allocation Worksheet* included?

Yes No

Explain naming conventions used for the proposed impoundments within the model:

LAND ACQUISITION/FINAL DESIGN FUNDING REQUESTS

- 1) Have impacted landowners been made aware of the proposed project?
 Yes No If yes, indicate any potential issues as concept develops:

- 2) How much area requires an easement agreement and/or to be purchased in order to implement the proposed project?

_____Acres _____% Complete To Date

- 3) Will FMDA Funds be requested to purchase land or acquire easements in order to implement the proposed project?
 Yes No If yes, indicate anticipated methods and amount requested:

- 4) Will FMDA Funds be requested for final design of the proposed project?
 Yes No

- 5) Do you understand that an funding for land acquisition and/or final design must be refunded in whole to the FMDA in the event that the project doesn't advance to Phase III Approval within three years?
 Yes No

FUNDING INFORMATION

1) Total Estimated Eligible FMDA Funding Amount: \$ _____

2) Total Requested Phase II Submittal Advancement Amount: \$ _____
(Not to exceed 90% of item No. 1 above)

3) Indicate Other Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	\$ _____
State	\$ _____
Regional/Joint Boards	\$ _____
Local	\$ _____
Other	\$ _____
FMDA Phase I <i>(Previously Awarded)</i>	\$ _____
FMDA Phase II & III	\$ _____
Total	\$ _____

4) Is the Maximum Available FMDA Phase II Funds requested? Yes No

If no, indicate the amount requested for FMDA Phase II Funding: \$ _____

5) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

PHASE II

ESTIMATED FMDA FUNDING ALLOCATION WORKSHEET

Project Name:

Project Sponsor:

Date:

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ± 4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ± 4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
5. Indicate FMDA Funds expended during Phase I Eligible Activities in [6].
6. [7] indicates maximum potential FMDA Funding available for eligible Phase II activities.

Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	<input style="width: 100%; height: 20px;" type="text"/> [2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	<input style="width: 100%; height: 20px;" type="text"/> [3]
Total	<input style="width: 100%; height: 20px;" type="text"/> [4] = [2] + [3]

Maximum Eligible FMDA Funds	<input style="width: 100%; height: 20px;" type="text"/> [5] = [1] × [4]
FMDA Funds Advanced During for Phase I Activities	<input style="width: 100%; height: 20px;" type="text"/> [6]
Max. Eligible FMDA Advancement Available for Phase II Activities	<input style="width: 100%; height: 20px;" type="text"/> [7] = ([5] × 90%) - [6]

Fargo-Moorhead Diversion Authority
Detention Funding
Phase III Submittal

Instructions:

- 1) Update and provide *Phase III FMDA Funding Allocation Worksheet* based on final Operation and Maintenance Plan for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide Final Design Report and Construction Plans and Specifications.
- 3) Provide copies of easement and/or purchase agreements for land acquired for the project.
- 4) Fill out this Application Form.
- 5) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 6) Provide models used to complete the *Phase III FMDA Funding Allocation Worksheet*.

Application Date: _____

Project Name: _____

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: _____ State: _____

County: _____ Legal Description: _____

Project Sponsor: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

Authorized Agent: _____

Mailing Address: _____

Phone No: () _____ E-Mail: _____

PROJECT TECHNICAL/MODELING INFORMATION

1) Drainage Area: _____ Mi² (As determined from Standardized Modeling Approach contributing areas)

2) Maximum Gated Storage Capacity: _____ Acre-Feet _____ Inches

3) Maximum Un-gated Storage Capacity: _____ Acre-Feet _____ Inches

4) Maximum Pool Depth: _____ Feet

5) Maximum Gated Pool Inundation Area: _____ Acres

6) Maximum Un-gated Pool Inundation Area: _____ Acres

7) Red River Mainstem Analysis Results:

Gated Storage Utilized: _____ Acre-Feet _____ Inches

Un-gated Storage Utilized: _____ Acre-Feet _____ Inches

Impacted area a peak pool elevation: _____ Acre-Feet

Describe the operational assumptions used to determine Red River impacts.

8) Are copies of the models used complete the *Phase III Final FMDA Funding Allocation Worksheet* included?

Yes No

Explain naming conventions used for the proposed impoundments within the model:

FUNDING INFORMATION

1) Total Estimated Eligible FMDA Funding Amount: \$ _____

2) Total Requested Phase III Submittal Funding Amount: \$ _____
(Not to exceed item No. 1 above, less FMDA Funds expended in Phases I & II)

3) Indicate Other Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	\$ _____
State	\$ _____
Regional/Joint Boards	\$ _____
Local	\$ _____
Other	\$ _____
FMDA Phase I & II <i>(Previously Awarded)</i>	\$ _____
FMDA Phase III	\$ _____
Total	\$ _____

4) Provide the estimated Month and Year in which each activity listed below will begin:

Bid Letting: _____

Construction Start: _____

Construction Completion: _____

PHASE III

FINAL FMDA FUNDING

ALLOCATION WORKSHEET

Project Name:

Project Sponsor:

Date:

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ± 4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ± 4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
5. Indicate FMDA Funds expended during Phases I & II Eligible Activities in [6] and [7], respectively.
6. [8] indicates maximum potential FMDA Funding available for eligible Phase II activities.

Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	<input style="width: 100%; height: 20px;" type="text"/> [2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	<input style="width: 100%; height: 20px;" type="text"/> [3]
Total	<input style="width: 100%; height: 20px;" type="text"/> [4] = [2] + [3]

Maximum Eligible FMDA Funds	<input style="width: 100%; height: 20px;" type="text"/> [5] = [1] × [4]
FMDA Funds Advanced During for Phase I Activities	<input style="width: 100%; height: 20px;" type="text"/> [6]
FMDA Funds Advanced During for Phase II Activities	<input style="width: 100%; height: 20px;" type="text"/> [7]
Max. Eligible FMDA Funds Available for Phase III Activities	<input style="width: 100%; height: 20px;" type="text"/> [8] = [5] - ([6] + [7])

Recommended Contracting Actions Summary

Date: November 12, 2015

Description	Company	Budget Estimate (\$)
Retention Phase 1 Funding		
Stoney Creek Retention, Phase 1	BRRWD	86,000.00
Brandrup 9 Retention, Phase 1	Bios de Sioux WD	32,980.00
Redpath Retention, Phase 1	Bios de Sioux WD	90,000.00
Western 32 Retention, Phase 1	Bios de Sioux WD	22,400.00
Change Orders		
WP-42A2, Change Order No. 4 – Addition of baffle wall to wet well, cut and leave sheeting, and 2nd Street North closure	IBI	238,871.75
WP-42A1/A3, Change Order No. 3 – Deduct exterior electrical work, installation of fence, bollards, and lighting at Fargo Highrise.	ICS	(10,570.93)
Change Order No. 3 - WP-42F1S, Change Order No. 3 – Change water main size, paint traffic signal poles, revise traffic control plan, and adjust Interim Milestone A scope	IBI	96,806.17
AWD-00052 WP-42 Services during Bidding and Construction		
WP-42C.2 (Park East Demo) services during construction and WP-42C.1 (HoJo, Shakey's, FPS) – services during bidding	HMG	50,000.00
Utility Relocations		
CenturyLink RA-CL001 (WP-42 - relocation along 1st Ave in Fargo and under Red River)	CenturyLink	2,586,742.00
Xcel Energy (WP-42A1/A.3 - transformer & distribution lines)	Xcel Energy	65,613.11

Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommends approval of the following Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Action(s):

Buffalo Red River Watershed District – Retention Funding
Phase 1 Submittal – Stoney Creek FDR Project

BACKGROUND:

Enclosed is a copy of the Buffalo Red River Watershed District’s (BRRWD’s) proposal for Phase 1 funding for the above referenced Project. This is a grant request for a portion of the Diversion Authority’s (DA’s) \$25,000,000 commitment to fund upstream retention projects.

The BdSWD estimated an 8-day volume reduction of 4,340 acre-feet at the Halstad gage and 0 acre-feet at the Fargo gage for the Project. The Project’s estimated cost is \$10,000,000 and the BRRWD proposes to request a total grant from the DA of \$1,736,000 (approximately 17% of the estimated Project cost), of which five percent, or \$86,800 is the Phase I funding request.

DISCUSSION:

Houston Moore Group, Inc. (HMG) conducted a technical review of the above mentioned Project proposal against the criteria in the Fargo-Moorhead Diversion Authority’s Detention Funding Policy Manual. HMG determined the proposal meets the criteria of the Funding Policy Manual and is eligible for FMDA Phase I Detention Funding. The HMG review is summarized in the attached memorandum.

The Diversion Authority’s Technical Staff have reviewed the funding request and cost share calculations, and recommends granting the requested Phase 1 amount of \$86,800. Table 1 shows budget to date information for upstream retention projects.

Projects	Volume Reduction at USGS Gage No. 05064500, Halstad (Acre-Feet)	Volume Reduction at USGS Gage No. 05054000, Fargo (Acre-Feet)	Committed Budget (\$)	Proposed Phase 1 Funding (\$)	Spent to Date (\$)	Remaining Project Budget (\$)	Maximum Eligible FMDA Funding (\$)	Remaining Retention Budget (\$) ¹
Upstream Retention Commitment								\$25,000,000
RRBC – HUR Study			\$500,000		\$447,747	\$52,253		\$24,500,000
BRRWD: Stony Creek FDA and Restoration	4,340	-		\$86,800	0	\$86,800	\$1,736,000	\$22,764,000
BdSWD: Brandrup 9 Impoundment	592	1,057		\$32,980	0	\$32,980	\$659,600	\$22,104,400
BdSWD: Redpath	1,517	2,983		\$90,000	0	\$90,000	\$1,800,000	\$20,304,400
BdSWD: Western 32	474	646		\$22,400	0	\$22,400	\$448,000	\$19,856,400
Total	6,923	4,686	\$500,000	\$232,180	\$447,747	\$284,433	\$4,643,600	

^a Table Notes: 1. Based on Committed and Proposed Maximum Eligible FMDA project funding

ATTACHMENT(S):

1. BRRWD Stoney Creek Flood Damage Reduction Project – Phase I Funding Submittal, dated October 27, 2015
2. HMG Technical Memo – Stoney Creek Phase I Submittal Review, dated November 6, 2015
3. Draft Stoney Creek Agreement between Metro Flood Diversion Authority and Buffalo Red River Watershed District

Submitted by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project



Date

Keith Berndt, Cass County Administrator
Concur: 10-NOV-2015 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: 10-NOV-2015 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: 10-NOV-2015 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: 10-NOV-2015 Non-Concur _____

David Overbo, Clay County Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: 10-NOV-2015 Non-Concur _____

Fargo-Moorhead Diversion Authority
Detention Funding
Phase I Submittal

Instructions:

- 1) Complete and provide *Phase I FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide supporting documentation detailing the development of the overall concept.
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase I FMDA Funding Allocation Worksheet*.

Application Date: 10/27/15

Project Name: Stony Creek FDR and Restoration Project

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: 090201060523 State: Minnesota

County: Clay Legal Description: Sec 3, 4 & 9, T137 R46

Project Sponsor: Buffalo-Red River Watershed District

Mailing Address: PO Box 341 Barnesville, MN 56514

Phone No: (218) 354-7710 E-Mail: brrwd@bvillemn.net

Authorized Agent: Houston Engineering, Inc.

Mailing Address: 1401 21st Ave N Fargo, ND 58102

Phone No: (701) 237-5065 E-Mail: eJones@houstoneng.com

CONCEPT BACKGROUND

- 1) Describe the general project purpose:

The purpose of this project is to address Flood Damage Reduction (FDR) goals and provide Natural Resource Enhancement (NRE) in the 35 sq. mile watershed upstream of the site along Stony Creek and evaluate the potential for a regional retention project that would address FDR goals on Stony Creek as well as downstream. Project is envisioned to include regional retention (6,999 acre-feet is currently under consideration), channel restoration, and buffer expansion along waterways in the project area. Water quality and improved aquatic and terrestrial habitat improvements would be a secondary purpose that would be expected from the project.

- 2) Is proposed concept identified in Comprehensive Detention Plans (ND) or Expanded Distributed Detention Strategies (MN)?

Yes No

If Yes, indicate the *Report Name* and *Storage Site ID* as defined in the Detention Plan/Strategy:

Report Name: Buffalo-Red River Watershed District Expanded Distributed Detention Strategy

Storage Site ID: Stony Creek Off-Channel

- 3) Is proposed concept included other Local, Regional, or State Water Plans?

Yes No

If yes, indicate which Plan(s) below:

Buffalo-Red River Watershed District Revised Watershed Management Plan.

Buffalo River Watershed Restoration and Protection Strategy

- 4) Have impacted landowners been made aware of the proposed concept?

Yes No If yes, indicate any potential issues as concept develops:

The Watershed District has communicated with a number of landowners in the project area.

CONCEPT TECHNICAL/MODELING INFORMATION

- 1) Drainage Area: 35.2 Mi² (As determined from Standardized Modeling Approach contributing areas)

- 2) Maximum Gated Storage Capacity: 6,999 Acre-Feet 3.72 Inches

- 3) Maximum Un-gated Storage Capacity: 4,515 Acre-Feet 2.40 Inches

- 4) Maximum Pool Depth: 18 Feet

- 5) Maximum Gated Pool Inundation Area: 975 Acres

- 6) Maximum Un-gated Pool Inundation Area: 1,038 Acres

- 7) Red River Mainstem Analysis Results:

Gated Storage Utilized: 6,798 Acre-Feet 3.62 Inches

Un-gated Storage Utilized: 0 Acre-Feet 0.00 Inches

Impacted area at peak pool elevation: 970 Acres

Describe the operational assumptions used to determine Red River impacts.

Gated storage operated using “fill and spill” methods.

- 8) Are copies of the models used to complete the *Phase I Estimated FMDA Funding Allocation Worksheet* included?

Yes No (Due to file size, available as requested).

Explain naming conventions used for the proposed impoundments within the model:

HEC-HMS Storage node ID: STONY_DETENTION

FUNDING INFORMATION

- 1) Total Estimated Eligible FMDA Funding Amount: \$ 1,736,000
- 2) Total Requested Phase I Submittal Advancement Amount: \$ 86,800
(Not to exceed 5% of item No. 1 above)
- 3) Indicate Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	30%
State	33%
Regional/Joint Boards	0%
Local	10%
Other	10%
FMDA Amount	17%
Total	100%

- 4) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

The proposed site is still in the planning phase with many unknown variables. It is anticipated the proposed planning will resolve these issues. Potential problems include:

- Local Acceptance
- Technical Feasibility
- Environmental Impacts

PHASE I
ESTIMATED FMDA FUNDING
ALLOCATION WORKSHEET

Project Name:	Stony Creek FDR and Restoration Project
Project Sponsor:	Buffalo - Red River Watershed District
Date:	10/27/2015

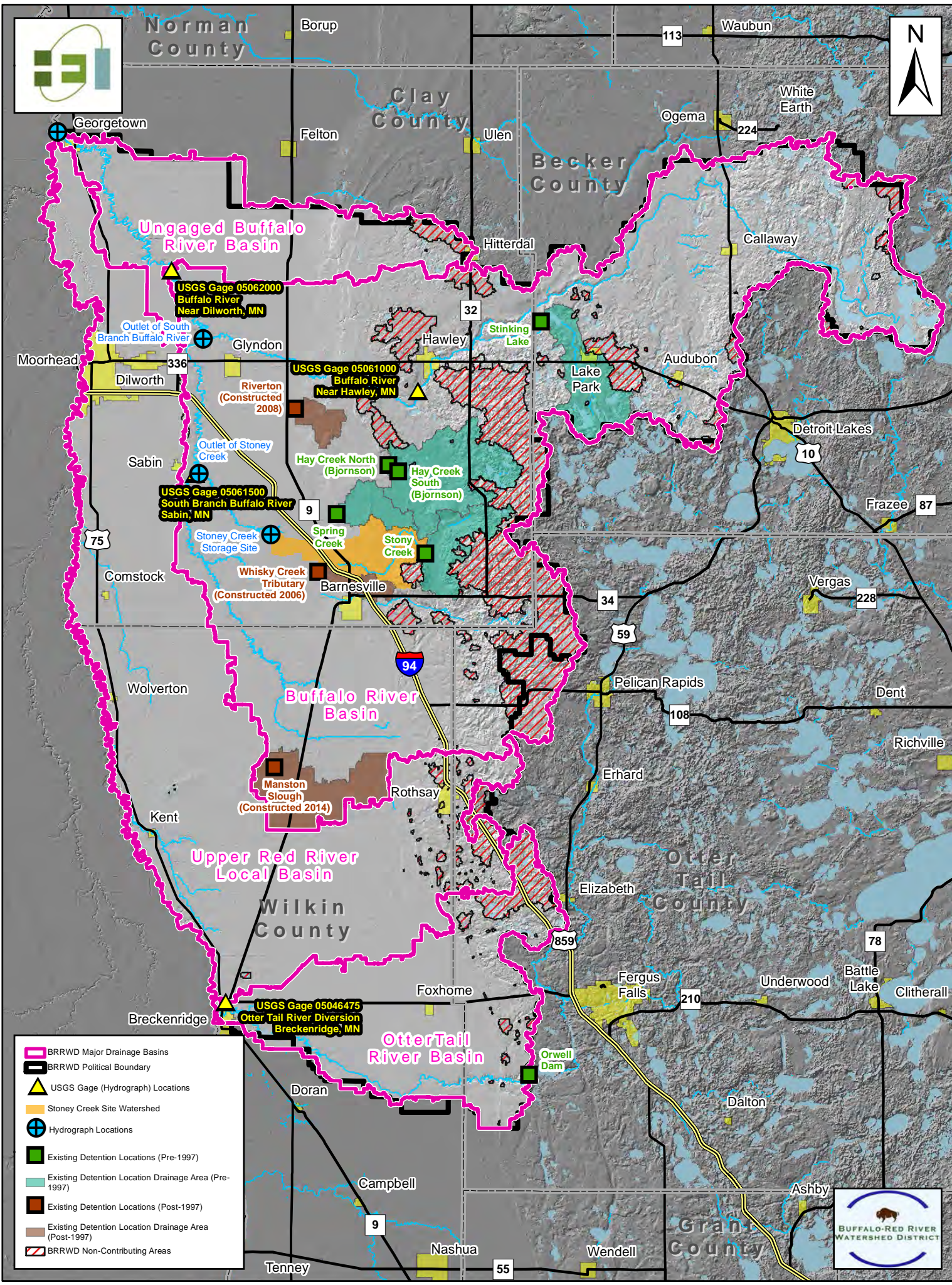
Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
6. [6] indicates maximum potential FMDA Funding available for eligible Phase I activities.

Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

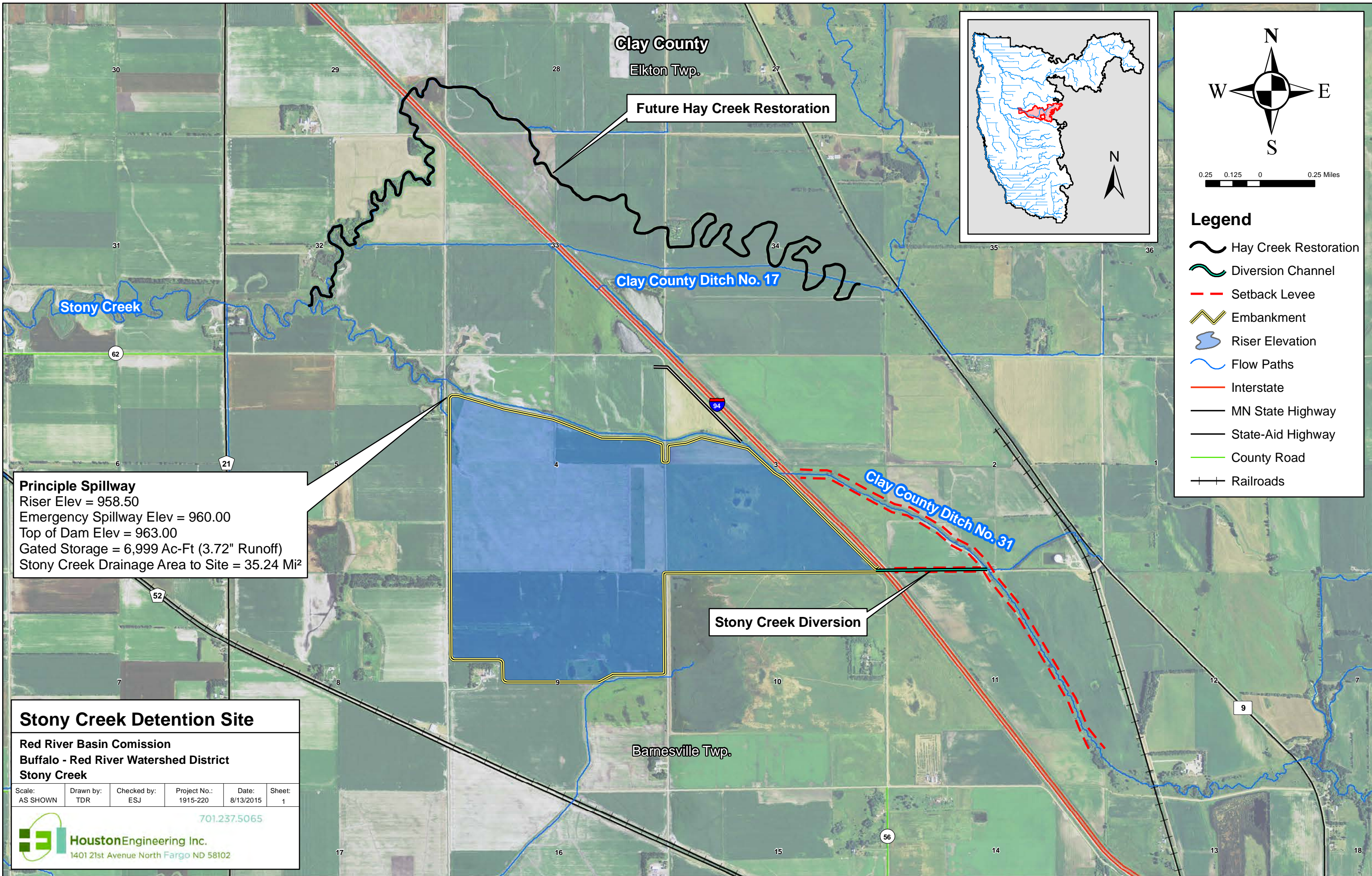
Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	4,340 Ac-Ft [2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	0 Ac-Ft [3]
Total	4,340 Ac-Ft [4] = [2] + [3]

Maximum Eligible FMDA Funds	\$ 1,736,000 [5]	= [1] × [4]
Max. Eligible FMDA Advancement Available for Phase I Activities	\$ 86,800 [6]	[5] × 5%



- BRRWD Major Drainage Basins
- BRRWD Political Boundary
- USGS Gage (Hydrograph) Locations
- Stony Creek Site Watershed
- Hydrograph Locations
- Existing Detention Locations (Pre-1997)
- Existing Detention Location Drainage Area (Pre-1997)
- Existing Detention Locations (Post-1997)
- Existing Detention Location Drainage Area (Post-1997)
- BRRWD Non-Contributing Areas





Clay County
Elkton Twp.

Future Hay Creek Restoration

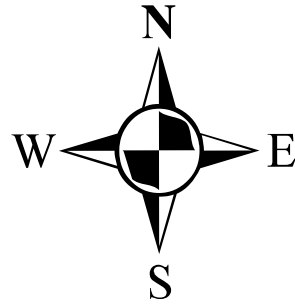
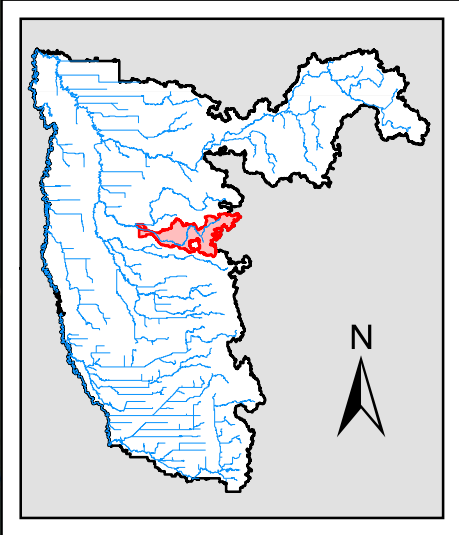
Clay County Ditch No. 17

Stony Creek

Clay County Ditch No. 31

Stony Creek Diversion

Barnesville Twp.



0.25 0.125 0 0.25 Miles

Legend

- Hay Creek Restoration
- Diversion Channel
- Setback Levee
- Embankment
- Riser Elevation
- Flow Paths
- Interstate
- MN State Highway
- State-Aid Highway
- County Road
- Railroads

Principle Spillway
 Riser Elev = 958.50
 Emergency Spillway Elev = 960.00
 Top of Dam Elev = 963.00
 Gated Storage = 6,999 Ac-Ft (3.72" Runoff)
 Stony Creek Drainage Area to Site = 35.24 Mi²

Stony Creek Detention Site

Red River Basin Comission
 Buffalo - Red River Watershed District
 Stony Creek

Scale: AS SHOWN	Drawn by: TDR	Checked by: ESJ	Project No.: 1915-220	Date: 8/13/2015	Sheet: 1
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701.237.5065

HoustonEngineering Inc.
 1401 21st Avenue North Fargo ND 58102

To: Fargo-Moorhead Technical Advisory Team

From: Jim Guler, PE
Moore Engineering, Inc.

Subject: Fargo-Moorhead Diversion Authority Detention Funding
Stoney Creek Phase I Submittal Review
Buffalo-Red River Watershed District

Date: November 6, 2015

We have completed a review of the Buffalo-Red River Watershed District (BRRWD) Detention Funding Phase I Submittal for the Stoney Creek FDR and Restoration Project. As currently designed, the proposed project will provide 6,999 acre-feet of gated storage across 35.2 square miles of contributing area (3.7 inches). The application indicates that the proposed project would address local flood damage reduction goals along Stoney Creek and downstream. Additionally, as a secondary benefit, the retention project would include channel restoration and grass buffer expansions to improve aquatic and terrestrial habitats.

The BRRWD indicates that the proposed Stoney Creek impoundment is included in the BRRWD Expanded Distributed Detention Strategy as well as the BRRWD's Revised Watershed Management Plan and the Buffalo River Watershed Restoration and Protection Strategy. Additionally, the application notes that communication has already begun with impacted landowners. The application also indicates that the project is in the planning phase with unknown variables, however it is anticipated the planning process will resolve these issues as they arise during project development.

Our review consisted of ensuring that criteria defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document are met. Based on our review of the Stoney Creek FDR and Restoration Project Phase I Submittal, all eligibility requirements are met, and listed below:

- As indicated in the application, the proposed impoundment is located in the 090201060523 HUC12 watershed, which is identified as a contributing watershed to the Red River Basin.
- The applicant (BRRWD) is an eligible local government unit.
- The proposed impoundment area is identified in the application.
- A total of 6,798 acre-feet (3.62 inches) of storage is estimated occupied within the proposed Stoney Creek impoundment during the HUR Study Standardized Melt



Progression. This meets the minimum occupied total storage of 1,000 acre-feet defined in the eligibility requirements.

When analyzed Standardized Melt Progression Event was analyzed using Standardized Modeling Approach from the HUR Study to determine maximum funding eligibility for the proposed Stoney Creek impoundment. This analysis focuses on determining the volume removed from the flood hydrograph +/-4 days from the peak flow for the USGS Gage along the Red River at Fargo, ND and USGS along the Red River at Halstad, MN. The applicant indicated that the proposed Stoney Creek impoundment has the following volume reduction at each location:

- USGS Gage No. 05054000 (Red River at Fargo, ND) 0 acre-feet
- USGS Gage No. 05064500 (Red River at Halstad, MN) 4,340 acre-feet

As specified in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document, these volume removals are added together, and multiplied by \$400 per acre foot to determine a maximum eligible level of funding. For the proposed Stoney Creek impoundment, this sets a maximum funding level of \$1,736,000 for the project. During the Phase I Submittal, the applicant is only allowed 5% of the total funding level, or \$86,800 for the planning phase of the proposed impoundment.

A cursory technical review was completed of the HEC-HMS and HEC-RAS models provided by the applicant to ensure no superficial errors were evident. Based on this review it appears the Stoney Creek FDR and Restoration project is eligible for the funding amount as was submitted in the “Phase I Estimated FMDA Funding Allocation Worksheet”.

Based on the application and technical review, the proposed Stoney Creek FDR and Restoration Project appears to be an eligible application for FMDA Phase I Detention Funding, as defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

If you have any questions, do not hesitate to get in touch with me at 701.551.1061 or via e-mail at jguler@mooreengineeringinc.com.



AGREEMENT BETWEEN DIVERSION AUTHORITY AND PROJECT SPONSOR

This is an Agreement effective as of _____, 2015 (“Effective Date”) between **Metro Flood Diversion Authority** ("Authority") and **Buffalo Red River Watershed District** (“Project Sponsor”).

Developer’s Project, of which the scope under this Agreement is a part, is generally identified as follows:
Stoney Creek FDR Project – Phase I (“Project”).

Project Sponsor’s Scope under this Agreement are generally identified as follows: Phase I Project funding is being provided to assist with the completion of the Preliminary Design Report including the geotechnical evaluation for the Project.

Phase I Deliverable: Preliminary Design Report.

Authority and Project Sponsor further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Project Sponsor shall provide, or cause to be provided, the scope set forth in this Agreement. If authorized by Authority, Project Sponsor may perform scope in addition to that set forth above. Authority shall pay Project Sponsor for the scope as set forth in Paragraphs 7.01.
- B. Project Sponsor shall comply with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual.
- C. Project Sponsor shall submit quarterly reports on Project status using the form in the Fargo-Moorhead Detention Study Policy Manual.
- D. Project Sponsor shall complete its scope within the following specific time period:
 - 1. Within 2 years of approved Phase I Submittal, complete the following activities:
 - a. Preliminary Design Report:
 - 2. Within 3 years of approved Phase II Submittal, complete the following activities:
 - a. Final Design Report

- b. Construction Plans and Specifications
 - c. Develop Operation and Maintenance Plan
 - d. Permitting
3. Within 1 year of approved Phase III Submittal, complete the following activities:
 - a. Bid Letting
- E. In the event that any of the milestones listed above are unable to be met, Project Sponsor shall provide an explanation to Authority. This explanation must include reason for the delayed timeline, and how Project Sponsor proposes to get the Project back on the required timeline. Failure to meet the milestone timelines presented above may require funds allocated as a result of successful Phase II & III Submittals to be reimbursed by Project Sponsor to Authority over a maximum period of 10-years.
- F. Project Sponsor will be responsible for the following additional obligations regarding the Project:
1. procuring a licensed engineer for purposes of preparing plans and specifications;
 2. designing and constructing the Project, including selection of project components and features;
 3. submitting Project designs, plans, and specifications to Authority for review, if requested by Authority;
 4. demonstrating compliance with applicable engineering and technical criteria, including requirements of the North Dakota State Water Commission or the North Dakota State Engineer's Office (collectively, the "SWC") or the Minnesota Department of Natural Resources ("DNR");
 5. acquiring and owning all requisite right of way, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property necessary for the Project;
 6. administering and constructing the Project, including all Project bidding, contract administration, and other duties necessary for purposes of construction of the Project;
 7. owning, maintaining, operating, and insuring the Project;
 8. securing funding from various federal, state, and other sources to contribute to the financing of the Project to defray Project costs, if available;
 9. and paying all costs and expenses associated with and regarding the Project, less any cost participation received from any other entity, including the SWC or DNR, and less any cost participation received from Authority as described below.

2.01 *Payment Procedures*

- A. Following completion of the Project or Project Milestones, Project Sponsor will submit the following items to Authority by submitting all requisite information to APInvoicesFMDiv@ch2m.com, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual: a) a detailed description of Project Sponsor's costs (item-by-item); b) invoices associated with the Project; and c) a written statement identifying all other cost-share received or anticipated from other entities. After reviewing Project Sponsor's submissions to ensure compliance with this Agreement and with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual, Authority will issue its cost-share to Project Sponsor within 60 days of Authority's next meeting following receipt of Project Sponsor's submissions. Authority's cost-share under this Agreement does not include any cost-share for additional repairs or improvements to the Project or any other future costs regarding the Project. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. In addition, Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and under the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party
 - b. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - c. Authority may terminate this Agreement if Authority does not have sufficient funds to provide the cost-share identified in this Agreement.

- d. Authority may terminate the whole or any part of this Agreement if Project Sponsor, or any of Project Sponsor's agents, representatives, or contractors, fails to perform Project Sponsor's obligations.
- e. Any termination of this contract will be without prejudice to any obligations or liabilities of Project Sponsor already accrued prior to termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Authority and Project Sponsor are hereby bound and the successors, executors, administrators, and legal representatives of Authority and Project Sponsor (and to the extent permitted by Paragraph 4.01.B the assigns of Authority and Project Sponsor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Authority nor Project Sponsor may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Authority and Project Sponsor to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Authority and Project Sponsor and not for the benefit of any other party.

5.01 *General Considerations*

- A. This Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- B. Project Sponsor waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project against Authority and Authority's employees, officers, directors, agents, insurers, partners, and consultants.
- C. Authority and Project Sponsor agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- D. This Agreement will be construed as if prepared by both parties.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Authority and Project Sponsor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Authority shall pay Project Sponsor as follows:
 - 1. Authority has approved cost-share for the Project up to a maximum of \$86,800.00. Authority will contribute up to a maximum cost-share of \$86,800.00, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Cost-share from Authority is contingent upon availability of funds. Authority has sole discretion to determine eligible costs and availability of funds.

8.01 *Waiver of Warranties and Future Costs*

- A. Authority and its officers, agents, representatives, employees, and contractors disclaim any warranties, express or implied, regarding the Project. The parties specifically agree neither Authority nor any of its officers, agents, representatives, employees, consultants, or contractors have made any representations or warranties regarding the Project, nor regarding the potential success of the Project. None of the following will create or impose any obligations, representations, or warranties on behalf of Authority: this Agreement; any review of any of Project Sponsor's designs, plans, or specifications by Authority; Authority's cost-share to Project Sponsor; any inspections or review of the Project conducted by Authority; or any of Authority's other obligations under this Agreement. None of Authority's obligations specifically identified in this Agreement will create or impose any additional obligations, representations, or warranties on behalf of Authority.
- B. Project Sponsor is solely responsible for constructing, owning, operating, and maintaining the Project; Authority's cost-share under this Agreement does not include any cost-share for maintenance or any other future costs regarding the Project, and does not create any other future obligations regarding the Project on behalf of Authority.

Attachments:

- 1. Fargo-Moorhead Detention Study Policy Manual, dated November 12, 2015
- 2. BdSWD Stoney Creek Flood Damage Reduction Project – Phase I Funding Submittal, dated October 27, 2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

AUTHORITY:
Metro Flood Diversion Authority

PROJECT SPONSOR:
Buffalo Red River Watershed District

By: Darrell Vanyo
Title: Chairman
Date Signed: _____

By: _____
Title: _____
Date Signed: _____

Address for giving notices:
211 Ninth Street South
Box 2806
Fargo, ND 58108-2806

Address for giving notices:



Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommends approval of the following Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Action(s):

Bois de Sioux Watershed District – Detention Funding
Phase 1 Submittal – Brandrup 9 FDR Project

BACKGROUND:

Enclosed is a copy of the Bois de Sioux Watershed District’s (BdSWD’s) proposal for Phase 1 funding for the above referenced Project. This is a grant request for a portion of the Diversion Authority’s (DA’s) \$25,000,000 commitment to fund upstream detention projects.

The BdSWD estimated an 8-day volume reduction of 592 acre-feet at the Halstad gage and 1,057 acre-feet at the Fargo gage for the Project. The Project’s estimated cost is \$6,500,000 and the BdSWD proposes to request a total grant from the DA of \$659,600 (approximately 10% of the estimated Project cost), of which five percent, or \$32,980 is the Phase I funding request.

DISCUSSION:

Houston Moore Group, Inc. (HMG) conducted a technical review of the above mentioned Project proposal against the criteria in the Fargo-Moorhead Diversion Authority’s Detention Funding Policy Manual. HMG determined the proposal meets the criteria of the Funding Policy Manual and is eligible for FMDA Phase I Detention Funding. The HMG review is summarized in the attached memorandum.

The Diversion Authority’s Technical Staff have reviewed the funding request and cost share calculations, and recommends granting the requested Phase 1 amount of \$32,980. Table 1 shows budget to date information for upstream detention projects.

Projects	Volume Reduction at USGS Gage No. 05064500, Halstad (Acre-Feet)	Volume Reduction at USGS Gage No. 05054000, Fargo (Acre-Feet)	Committed Budget (\$)	Proposed Phase 1 Funding (\$)	Spent to Date (\$)	Remaining Project Budget (\$)	Maximum Eligible FMDA Funding (\$)	Remaining Retention Budget (\$) ¹
Upstream Retention Commitment								\$25,000,000
RRBC – HUR Study			\$500,000		\$447,747	\$52,253		\$24,500,000
BRRWD: Stony Creek FDA and Restoration	4,340	-		\$86,800	0	\$86,800	\$1,736,000	\$22,764,000
BdSWD: Brandrup 9 Impoundment	592	1,057		\$32,980	0	\$32,980	\$659,600	\$22,104,400
BdSWD: Redpath	1,517	2,983		\$90,000	0	\$90,000	\$1,800,000	\$20,304,400
BdSWD: Western 32	474	646		\$22,400	0	\$22,400	\$448,000	\$19,856,400
Total	6,923	4,686	\$500,000	\$232,180	\$447,747	\$284,433	\$4,643,600	

¹ Table Notes: 1. Based on Committed and Proposed Maximum Eligible FMDA project funding

ATTACHMENT(S):

- 1. BdSWD Brandrup 9 Flood Damage Reduction Project – Phase I Funding Submittal, dated June 18, 2015
- 2. HMG Technical Memo - Brandrup 9 Phase I Submittal Review, dated November 4, 2015
- 3. Draft Brandrup 9 Agreement between Metro Flood Diversion Authority and Buffalo Red River Watershed District

Submitted by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

09 NOV 2015

Date

Keith Berndt, Cass County Administrator
Concur: 10-NOV-2015 Non-Concur: _____

Mark Bittner, Fargo Director of Engineering
Concur: 10-NOV-2015 Non-Concur: _____

David Overbo, Clay County Engineer
Concur: 10-NOV-2015 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Fargo-Moorhead Diversion Authority

Detention Funding

Phase I Submittal

Instructions:

- 1) Complete and provide *Phase I FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide supporting documentation detailing the development of the overall concept.
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase I FMDA Funding Allocation Worksheet*.

Application Date: June 18, 2015

Project Name: Brandrup 9

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: 090201010506 State: Minnesota

County: Traverse Legal Description: Sec 9 and 10, T131 R46

Project Sponsor: Bois de Sioux Watershed District

Mailing Address: 704 Highway 75 South, Wheaton, MN 56296

Phone No: (320) 563-4185 E-Mail: bdswd@frontiernet.net

Authorized Agent: Moore Engineering, Inc.

Mailing Address: 925 10th Ave E., West Fargo, ND 58078

Phone No: (701) 282-4692 E-Mail: cengels@mooreengineeringinc.com

CONCEPT BACKGROUND

- 1) Describe the general project purpose:

The purpose of this project is to reduce flood damage to the local community, agricultural land, and downstream along the Doran Creek, Bois de Sioux River, and Red River of the North. This retention site additionally will provide natural resource enhancement and wildlife habitat as a secondary benefit and allow the 12.5 sq.mi watershed to perform channel improvements to further reduce local flooding.

- 2) Is proposed concept identified in Comprehensive Detention Plans (ND) or Expanded Distributed Detention Strategies (MN)?

Yes No

If Yes, indicate the *Report Name* and *Storage Site ID* as defined in the Detention Plan/Strategy:

Report Name: Bois de Sioux Watershed District Flow Reduction Strategy

Storage Site ID: Brandrup 9

- 3) Is proposed concept included other Local, Regional, or State Water Plans?

Yes No

If yes, indicate which Plan(s) below:

Red River Basin Commission Halstad Upstream Retention Study

- 4) Have impacted landowners been made aware of the proposed concept?

Yes No If yes, indicate any potential issues as concept develops:

The Watershed District has communicated with a number of landowners in the project area and has held public meetings

CONCEPT TECHNICAL/MODELING INFORMATION

- 1) Drainage Area: 12.5 Mi² (As determined from Standardized Modeling Approach contributing areas)

- 2) Maximum Gated Storage Capacity: 1,900 Acre-Feet 2.9 Inches

- 3) Maximum Un-gated Storage Capacity: 440 Acre-Feet 0.7 Inches
(To Emergency Spillway)

- 4) Maximum Pool Depth: 14 Feet

- 5) Maximum Gated Pool Inundation Area: 315 Acres

- 6) Maximum Un-gated Pool Inundation Area: 318 Acres

- 7) Red River Mainstem Analysis Results:

Gated Storage Utilized: 1,900 Acre-Feet 2.9 Inches

Un-gated Storage Utilized: 625 Acre-Feet 0.9 Inches

Impacted area at peak pool elevation: 320 Acres

Describe the operational assumptions used to determine Red River impacts.

Assumed a gated primary spillway with drop inlet and secondary emergency spillway

- 8) Are copies of the models used to complete the *Phase I Estimated FMDA Funding Allocation Worksheet* included?
 Yes No (Due to file size, available as requested).

Explain naming conventions used for the proposed impoundments within the model:

HEC-HMS Storage node ID: Brandrup 9_Outlet_AltB

FUNDING INFORMATION

- 1) Total Estimated Eligible FMDA Funding Amount: \$ 659,600

- 2) Total Requested Phase I Submittal Advancement Amount: \$ 32,980
(Not to exceed 5% of item No. 1 above)

- 3) Indicate Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	0%
State	50%
Regional/Joint Boards	28.5%
Local	11.5%
Other	0%
FMDA Amount	10%
Total	100%

- 4) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

The proposed project is still in early development with many variables yet unknown. Issues that may arise include; technical feasibility and local acceptance. It is anticipated the project team will work through these issues.

PHASE I
ESTIMATED FMDA FUNDING
ALLOCATION WORKSHEET

Project Name:	Brandrup 9
Project Sponsor:	Bois de Sioux Watershed District
Date:	6/18/2015

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
6. [6] indicates maximum potential FMDA Funding available for eligible Phase I activities.



Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	592 Ac-Ft [2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	1,057 Ac-Ft [3]
Total	1,649 Ac-Ft [4] = [2] + [3]

Maximum Eligible FMDA Funds	\$ 659,600 [5] = [1] × [4]
Max. Eligible FMDA Advancement Available for Phase I Activities	\$ 32,980 [6] [5] × 5%

Brandrup 9 Project Boundary

Legend

-  National Wetland Inventory
-  Protected Water Inventory
-  Brandrup9 Impoundment
-  Brandrup9 Channels
-  Brandrup9 Watershed



PROJECT FACTS

Watershed: 12.5 Sq.Mi
 Gated Storage: 1,900 Aq. Ft (2.9 in)
 Ungated Storage: 2,340 Aq. Ft (3.5 in)

Doran

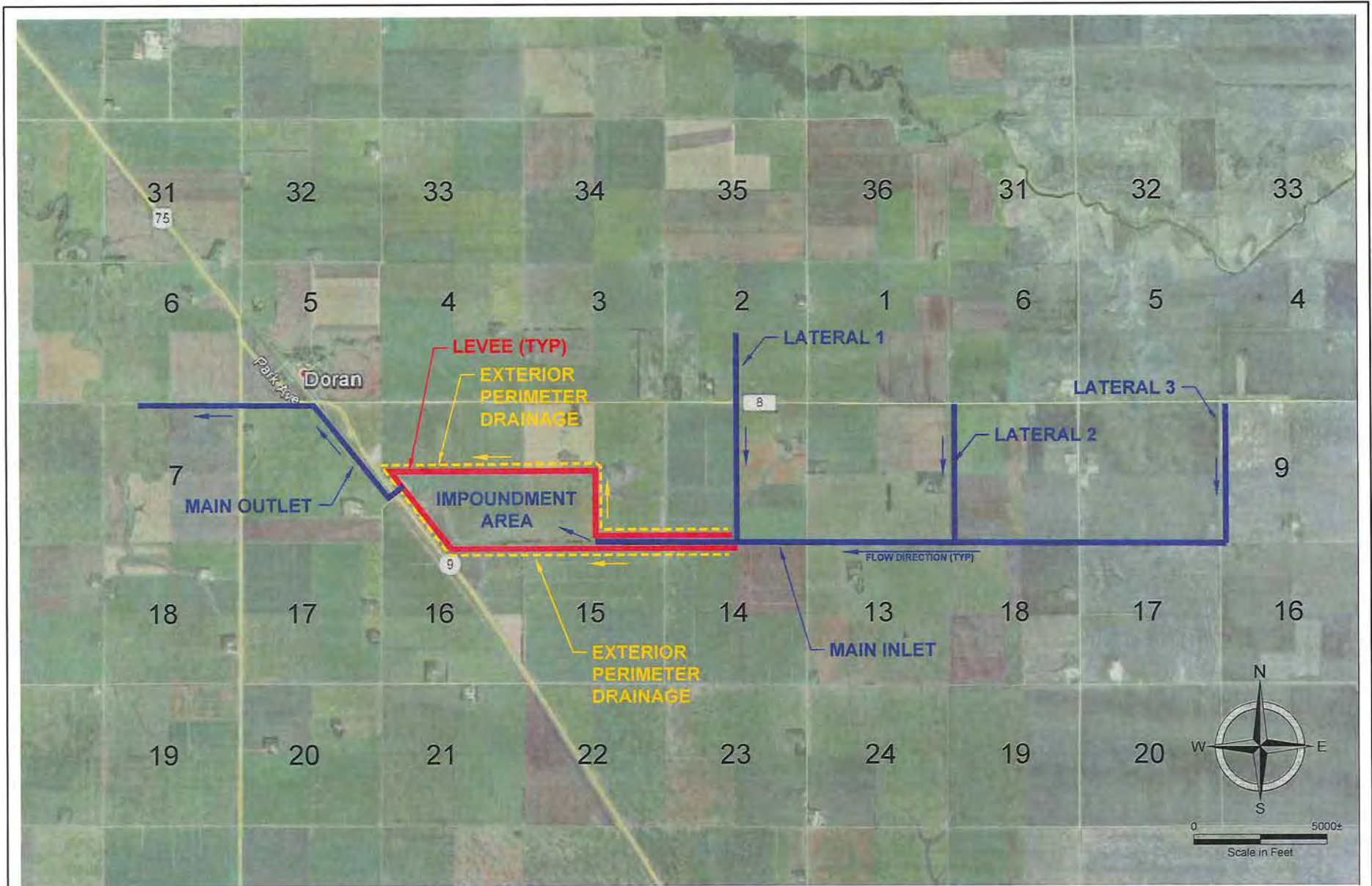
Impoundment Area

Watershed Area =
12.53 Sq.Mi

Collection Channels

T131 R46





BOIS DE SIOUX DIRECT PROJECT TEAM - POTENTIAL NEW DITCH ALIGNMENT



PROJECT No.	18295
DATE:	01.26.15
REVISED:	-
DRAWN BY:	JAG
CHECKED BY:	###



To: Fargo-Moorhead Technical Advisory Team

From: Zach Herrmann, PE
Houston Engineering, Inc.

Subject: Fargo-Moorhead Diversion Authority Detention Funding
Brandrup 9 Phase I Submittal Review
Bois De Sioux Watershed District

Date: November 4, 2015

We have completed a review of the Bois De Sioux Watershed District's (BdSWD) Detention Funding Phase I Submittal for the Brandrup 9 Project. As currently designed, the proposed project will provide 1,900 acre-feet of gated storage across 12.5 square miles of contributing area (2.9 inches). The application indicates that the proposed project would reduce flood damage to the local community, agricultural land, and points further downstream. As a secondary benefit, the BdSWD anticipates that the Brandrup 9 impoundment will provide natural resource enhancement and wildlife habitat benefits.

The BdSWD indicates that the proposed Brandrup 9 impoundment is included in the BdSWD's Flow Reduction Strategy and the Halstad Upstream Retention Study (HUR). Additionally, the application notes that communication has already begun with impacted landowners. The application also indicates that the Project Team developed for Brandrup 9 will continue to work through issues as they arise during project development.

Our review consisted of ensuring that criteria defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document are met. Section I of this document defines eligibility requirements for a proposed applicant. Based on our review of the Brandrup 9 Phase I Submittal, all eligibility requirements are met, and listed below:

- As indicated in the application, the proposed impoundment is located in the 090201010506 HUC12 watershed, which is identified as a contributing watershed to the Red River Basin.
- The applicant (BdSWD) is an eligible local government unit.
- The proposed impoundment area is identified in the application.
- A total of 2,525 acre-feet (3.8 inches) of gated and un-gated storage is estimated occupied within the proposed Brandrup 9 impoundment during the HUR Study



Standardized Melt Progression. This meets the minimum occupied total storage of 1,000 acre-feet defined in the eligibility requirements.

When analyzed Standardized Melt Progression Event was analyzed using Standardized Modeling Approach from the HUR Study to determine maximum funding eligibility for the proposed Brandrup 9 impoundment. This analysis focuses on determining the volume removed from the flood hydrograph +/-4 days from the peak flow for the USGS Gage along the Red River at Fargo, ND and USGS along the Red River at Halstad, MN. The applicant indicated that the proposed Brandrup 9 impoundment has the following volume reduction at each location:

- USGS Gage No. 05054000 (Red River at Fargo, ND) 1,057 acre-feet
- USGS Gage No. 05064500 (Red River at Halstad, MN) 592 acre-feet

As specified in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document, these volume removals are added together, and multiplied by \$400 per acre foot to determine a maximum eligible level of funding. For the proposed Brandrup 9 impoundment, this sets a maximum funding level of \$659,600 for the project. During the Phase I Submittal, the applicant is only allowed 5% of the total funding level, or \$32,980 for the proposed Brandrup 9 impoundment.

The HEC-RAS and HEC-HMS models used to develop funding allocations were reviewed to verify consistency with the HUR modeling approach. The review primarily consisted of verifying HEC-RAS inflow locations as compared to the HUR modeling approach. Volumes used to calculate the requested funding amounts were also verified with the provided HEC-RAS model. Our review found that the modeling approach used to determine FMDA funding allocations is consistent with the HUR modeling approach, and that volumes provided in the Phase I Submittal are consistent with volumes from the provided HEC-RAS model. Based on our findings, the requested funding allocations appear to be consistent with procedures defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

Based on our review, the proposed Brandrup 9 project appears to be an eligible application for FMDA Phase I Detention Funding, as defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

If you have any questions, do not hesitate to get in touch with me at 701.499.2054 or via e-mail at zherrmann@houstoneng.com.



AGREEMENT BETWEEN DIVERSION AUTHORITY AND PROJECT SPONSOR

This is an Agreement effective as of _____, 2015 (“Effective Date”) between **Metro Flood Diversion Authority** ("Authority") and **Bios de Sioux Watershed District** (“Project Sponsor”).

Developer’s Project, of which the scope under this Agreement is a part, is generally identified as follows:
Brandrup 9 Flood Damage Reduction Project – Phase I (“Project”).

Project Sponsor’s Scope under this Agreement are generally identified as follows: Phase I Project funding is being provided to assist with the completion of the Preliminary Design Report including the geotechnical evaluation for the Project.

Phase I Deliverable: Preliminary Design Report.

Authority and Project Sponsor further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Project Sponsor shall provide, or cause to be provided, the scope set forth in this Agreement. If authorized by Authority, Project Sponsor may perform scope in addition to that set forth above. Authority shall pay Project Sponsor for the scope as set forth in Paragraphs 7.01.
- B. Project Sponsor shall comply with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual.
- C. Project Sponsor shall submit quarterly reports on Project status using the form in the Fargo-Moorhead Detention Study Policy Manual.
- D. Project Sponsor shall complete its scope within the following specific time period:
 - 1. Within 2 years of approved Phase I Submittal, complete the following activities:
 - a. Preliminary Design Report
 - 2. Within 3 years of approved Phase II Submittal, complete the following activities:
 - a. Final Design Report

- b. Construction Plans and Specifications
 - c. Develop Operation and Maintenance Plan
 - d. Permitting
3. Within 1 year of approved Phase III Submittal, complete the following activities:
 - a. Bid Letting
- E. In the event that any of the milestones listed above are unable to be met, Project Sponsor shall provide an explanation to Authority. This explanation must include reason for the delayed timeline, and how Project Sponsor proposes to get the Project back on the required timeline. Failure to meet the milestone timelines presented above may require funds allocated as a result of successful Phase II & III Submittals to be reimbursed by Project Sponsor to Authority over a maximum period of 10-years.
- F. Project Sponsor will be responsible for the following additional obligations regarding the Project:
1. procuring a licensed engineer for purposes of preparing plans and specifications;
 2. designing and constructing the Project, including selection of project components and features;
 3. submitting Project designs, plans, and specifications to Authority for review, if requested by Authority;
 4. demonstrating compliance with applicable engineering and technical criteria, including requirements of the North Dakota State Water Commission or the North Dakota State Engineer's Office (collectively, the "SWC") or the Minnesota Department of Natural Resources ("DNR");
 5. acquiring and owning all requisite right of way, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property necessary for the Project;
 6. administering and constructing the Project, including all Project bidding, contract administration, and other duties necessary for purposes of construction of the Project;
 7. owning, maintaining, operating, and insuring the Project;
 8. securing funding from various federal, state, and other sources to contribute to the financing of the Project to defray Project costs, if available;
 9. and paying all costs and expenses associated with and regarding the Project, less any cost participation received from any other entity, including the SWC or DNR, and less any cost participation received from Authority as described below.

2.01 *Payment Procedures*

- A. Following completion of the Project or Project Milestones, Project Sponsor will submit the following items to Authority by submitting all requisite information to APInvoicesFMDiv@ch2m.com, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual: a) a detailed description of Project Sponsor's costs (item-by-item); b) invoices associated with the Project; and c) a written statement identifying all other cost-share received or anticipated from other entities. After reviewing Project Sponsor's submissions to ensure compliance with this Agreement and with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual, Authority will issue its cost-share to Project Sponsor within 60 days of Authority's next meeting following receipt of Project Sponsor's submissions. Authority's cost-share under this Agreement does not include any cost-share for additional repairs or improvements to the Project or any other future costs regarding the Project. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. In addition, Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and under the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party
 - b. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - c. Authority may terminate this Agreement if Authority does not have sufficient funds to provide the cost-share identified in this Agreement.

- d. Authority may terminate the whole or any part of this Agreement if Project Sponsor, or any of Project Sponsor's agents, representatives, or contractors, fails to perform Project Sponsor's obligations.
- e. Any termination of this contract will be without prejudice to any obligations or liabilities of Project Sponsor already accrued prior to termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Authority and Project Sponsor are hereby bound and the successors, executors, administrators, and legal representatives of Authority and Project Sponsor (and to the extent permitted by Paragraph 4.01.B the assigns of Authority and Project Sponsor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Authority nor Project Sponsor may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Authority and Project Sponsor to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Authority and Project Sponsor and not for the benefit of any other party.

5.01 *General Considerations*

- A. This Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- B. Project Sponsor waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project against Authority and Authority's employees, officers, directors, agents, insurers, partners, and consultants.
- C. Authority and Project Sponsor agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- D. This Agreement will be construed as if prepared by both parties.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Authority and Project Sponsor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Authority shall pay Project Sponsor as follows:
 - 1. Authority has approved cost-share for the Project up to a maximum of \$32,980.00. Authority will contribute up to a maximum cost-share of \$32,980.00, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Cost-share from Authority is contingent upon availability of funds. Authority has sole discretion to determine eligible costs and availability of funds.

8.01 *Waiver of Warranties and Future Costs*

- A. Authority and its officers, agents, representatives, employees, and contractors disclaim any warranties, express or implied, regarding the Project. The parties specifically agree neither Authority nor any of its officers, agents, representatives, employees, consultants, or contractors have made any representations or warranties regarding the Project, nor regarding the potential success of the Project. None of the following will create or impose any obligations, representations, or warranties on behalf of Authority: this Agreement; any review of any of Project Sponsor's designs, plans, or specifications by Authority; Authority's cost-share to Project Sponsor; any inspections or review of the Project conducted by Authority; or any of Authority's other obligations under this Agreement. None of Authority's obligations specifically identified in this Agreement will create or impose any additional obligations, representations, or warranties on behalf of Authority.
- B. Project Sponsor is solely responsible for constructing, owning, operating, and maintaining the Project; Authority's cost-share under this Agreement does not include any cost-share for maintenance or any other future costs regarding the Project, and does not create any other future obligations regarding the Project on behalf of Authority.

Attachments:

- 1. Fargo-Moorhead Detention Study Policy Manual, dated November 12, 2015
- 2. Brandrup 9 Flood Damage Reduction Project – Phase I Submittal, Bois de Sioux Watershed District, June 18, 2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

AUTHORITY:
Metro Flood Diversion Authority

PROJECT SPONSOR:
Bios de Sioux Watershed District

By: Darrell Vanyo
Title: Chairman
Date Signed: _____

By: _____
Title: _____
Date Signed: _____

Address for giving notices:
211 Ninth Street South
Box 2806
Fargo, ND 58108-2806

Address for giving notices:



Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommends approval of the following Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Action(s):

Bois de Sioux Watershed District – Detention Funding
Phase 1 Submittal – Redpath FDR Project

BACKGROUND:

Enclosed is a copy of the Bois de Sioux Watershed District’s (BdSWD’s) proposal for Phase 1 funding for the above referenced Project. This is a grant request for a portion of the Diversion Authority’s (DA’s) \$25,000,000 commitment to fund upstream detention projects.

The BdSWD estimated an 8-day volume reduction of 1,517 acre-feet at the Halstad gage and 2,983 acre-feet at the Fargo gage for the Project. The Project’s estimated cost is \$34,600,000 and the BdSWD proposes to request a total grant from the DA of \$1,800,000 (approximately 5% of the estimated Project cost), of which five percent, or \$90,000 is the Phase I funding request.

DISCUSSION:

Houston Moore Group, Inc. (HMG) conducted a technical review of the above mentioned Project proposal against the criteria in the Fargo-Moorhead Diversion Authority’s Detention Funding Policy Manual. HMG determined the proposal meets the criteria of the Funding Policy Manual and is eligible for FMDA Phase I Detention Funding. The HMG review is summarized in the attached memorandum.

The Diversion Authority’s Technical Staff have reviewed the funding request and cost share calculations, and recommends granting the requested Phase 1 amount of 90,000. Table 1 shows budget to date information for upstream detention projects.

Upstream Retention Funding Status								
Projects	Volume Reduction at USGS Gage No. 05064500, Halstad (Acre-Feet)	Volume Reduction at USGS Gage No. 05054000, Fargo (Acre-Feet)	Committed Budget (\$)	Proposed Phase 1 Funding (\$)	Spent to Date (\$)	Remaining Project Budget (\$)	Maximum Eligible FMDA Funding (\$)	Remaining Retention Budget (\$) ¹
Upstream Retention Commitment								\$25,000,000
RRBC – HUR Study			\$500,000		\$447,747	\$52,253		\$24,500,000
BRRWD: Stony Creek FDA and Restoration	4,340	-		\$86,800	0	\$86,800	\$1,736,000	\$22,764,000
BdSWD: Brandrup 9 Impoundment	592	1,057		\$32,980	0	\$32,980	\$659,600	\$22,104,400
BdSWD: Redpath	1,517	2,983		\$90,000	0	\$90,000	\$1,800,000	\$20,304,400
BdSWD: Western 32	474	646		\$22,400	0	\$22,400	\$448,000	\$19,856,400
Total	6,923	4,686	\$500,000	\$232,180	\$447,747	\$284,433	\$4,643,600	

^a Table Notes: 1. Based on Committed and Proposed Maximum Eligible FMDA project funding

ATTACHMENT(S):

1. BdSWD Redpath Flood Damage Reduction Project – Phase I Funding Submittal, dated June 18, 2015
2. HMG Technical Memo - Redpath Phase I Submittal Review, dated November 4, 2015
3. Draft Redpath Agreement between Metro Flood Diversion Authority and Buffalo Red River Watershed District

Submitted by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

09 NOV 2015

Date

Keith Berndt, Cass County Administrator
Concur: 10-NOV-2015 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: 10-NOV-2015 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: 10-NOV-2015 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: 10-NOV-2015 Non-Concur _____

David Overbo, Clay County Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: 10-NOV-2015 Non-Concur _____

Fargo-Moorhead Diversion Authority

Detention Funding

Phase I Submittal

Instructions:

- 1) Complete and provide *Phase I FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide supporting documentation detailing the development of the overall concept.
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase I FMDA Funding Allocation Worksheet*.

Application Date: June 18 2015

Project Name: Redpath Project

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: 090201020107 State: Minnesota

County: Traverse Legal Description: Sec 21, 22, 23, and 24 - T128, R45

Project Sponsor: Bois de Sioux Watershed District

Mailing Address: 704 Highway 75 South, Wheaton, MN 56296

Phone No: (320) 563-4185 E-Mail: bdswd@frontiernet.net

Authorized Agent: Moore Engineering, Inc.

Mailing Address: 925 10th Ave E., West Fargo, ND 58078

Phone No: (701) 282-4692 E-Mail: cengels@mooreengineeringinc.com

CONCEPT BACKGROUND

- 1) Describe the general project purpose:

The purpose of this project is to reduce flood damage from the 212.0 sq.mi watershed to local communities, agricultural land, and downstream along the Mustinka River. Additionally this retention impoundment will greatly reduce the watershed's breakout flows into the Rabbit River which attributes to flooding in the Rabbit River, Bois de Sioux River, and the Red River of the north. This retention site will also provide natural resource enhancement and wildlife habitat as a secondary benefit.

- 2) Is proposed concept identified in Comprehensive Detention Plans (ND) or Expanded Distributed Detention Strategies (MN)?

Yes No

If Yes, indicate the *Report Name* and *Storage Site ID* as defined in the Detention Plan/Strategy:

Report Name: Bois de Sioux Watershed District Flow Reduction Strategy

Storage Site ID: Redpath Project

- 3) Is proposed concept included other Local, Regional, or State Water Plans?

Yes No

If yes, indicate which Plan(s) below:

Red River Basin Commission Halstad Upstream Retention Study

- 4) Have impacted landowners been made aware of the proposed concept?

Yes No If yes, indicate any potential issues as concept develops:

The Watershed District has communicated numerous times with landowners in the project area. The Watershed District invited all affected landowners to a meeting to be held 1/15/15. The majority of the land for the project has been purchased and the watershed district is in the process of purchasing the remaining necessary land.

CONCEPT TECHNICAL/MODELING INFORMATION

- 1) Drainage Area: 212 Mi² (As determined from Standardized Modeling Approach contributing areas)

- 2) Maximum Gated Storage Capacity: 19,000 Acre-Feet 1.7 Inches

- 3) Maximum Un-gated Storage Capacity: 5,000 Acre-Feet 0.4 Inches
(To Emergency Spillway)

- 4) Maximum Pool Depth: 25 Feet

- 5) Maximum Gated Pool Inundation Area: 1,600 Acres

- 6) Maximum Un-gated Pool Inundation Area: 1,728 Acres

- 7) Red River Mainstem Analysis Results:

Gated Storage Utilized: 19,000 Acre-Feet 1.7 Inches

Un-gated Storage Utilized: 3,650 Acre-Feet 0.3 Inches

Impacted area at peak pool elevation: 1,680 Acres

Describe the operational assumptions used to determine Red River impacts.

Assumed by-pass channel with controlled flow. For impoundment assumed gated primary spillway with drop inlet and secondary emergency spillway.

- 8) Are copies of the models used to complete the *Phase I Estimated FMDA Funding Allocation Worksheet* included?
 Yes No (Due to file size, available as requested).

Explain naming conventions used for the proposed impoundments within the model:

HEC-HMS Storage node ID: Redpath Impoundment

FUNDING INFORMATION

- 1) Total Estimated Eligible FMDA Funding Amount: \$ 1,800,000

- 2) Total Requested Phase I Submittal Advancement Amount: \$ 90,000
(Not to exceed 5% of item No. 1 above)

- 3) Indicate Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	15%
State	63%
Regional/Joint Boards	14.8%
Local	2.2%
Other	0%
FMDA Amount	5%
Total	100%

- 4) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

At this stage of the project there are no significant issues anticipated.

PHASE I
ESTIMATED FMDA FUNDING
ALLOCATION WORKSHEET

Project Name:	Redpath
Project Sponsor:	Bois de Sioux Watershed District
Date:	6/18/2015

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
6. [6] indicates maximum potential FMDA Funding available for eligible Phase I activities.

Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

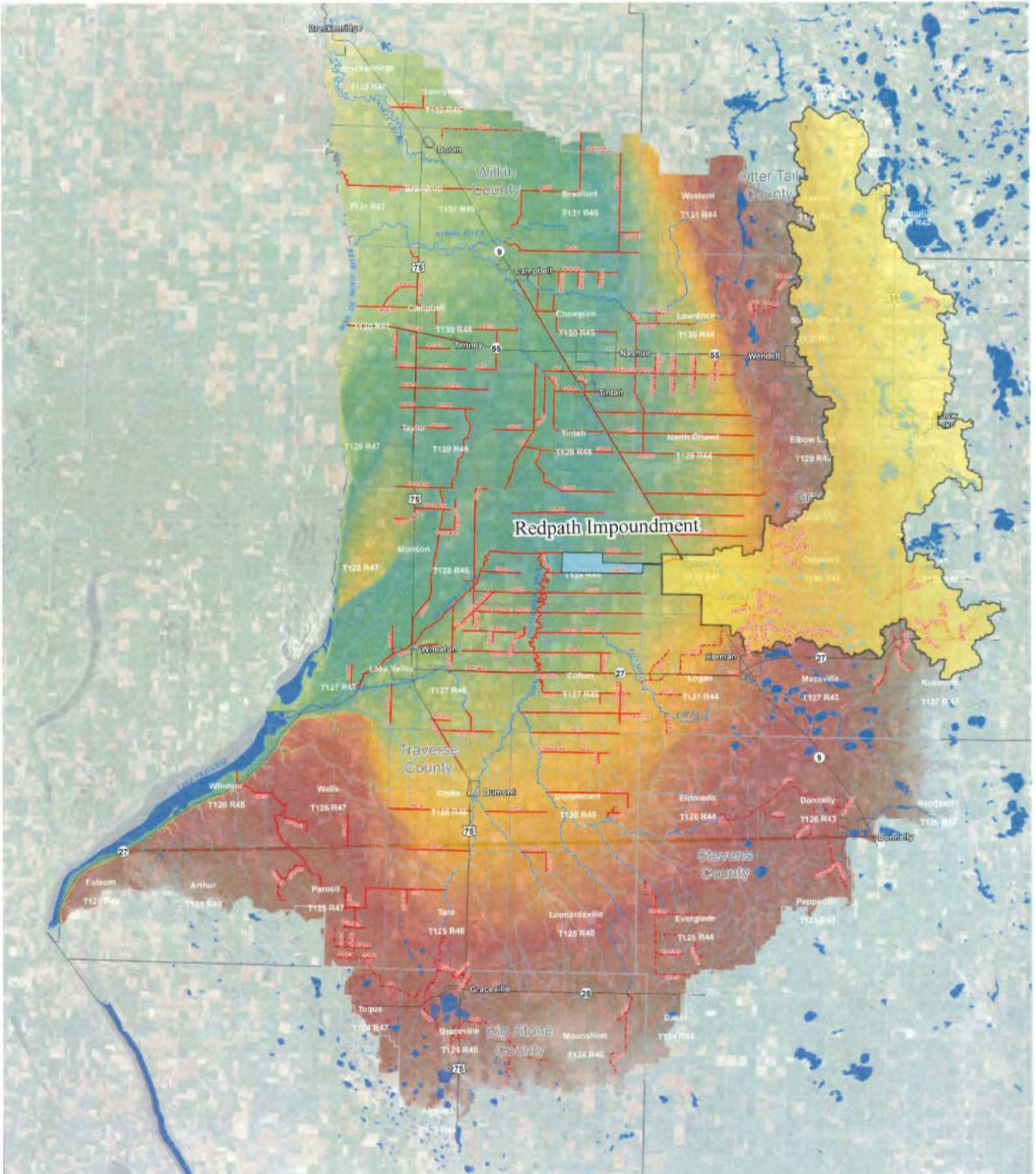
Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	1,517.0 Ac-Ft [2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	2,983.0 Ac-Ft [3]
Total	4,500.0 Ac-Ft [4] = [2] + [3]

Maximum Eligible FMDA Funds	\$ 1,800,000 [5] = [1] × [4]
Max. Eligible FMDA Advancement Available for Phase I Activities	\$ 90,000 [6] [5] × 5%

Redpath Project



BOIS DE SIOUX
WATERSHED DISTRICT



Project Benefits:

- Local Flood Reduction
- Improved Drainage
- Improved Water Quality
- Habitat Enhancement

Drainage Area:

212.0 sq.mi.

Proposed Storage:

24,000 Acre-Feet
(2.0 Inches Runoff)

Estimated Cost:

Total Cost: \$34.6 M
 FDR: \$19.46 M
 FED: \$4.5 M
 RRWMB: \$4.5 M
 LSOHC: \$2.44 M
 F-MDA: \$3.0 M
 BdSWD: \$0.75 M

Partners:

- Redpath Township
- Gorton Township
- Select Redpath Township Landowners
- Traverse County
- Grant County
- Traverse SWCD
- Grant SWCD
- MCEA
- MPCA
- BWSR
- MNDNR
- NRCS
- USFWS
- RRBC

Project Proposer:

Bois de Sioux Watershed District
 Red River Watershed Management Board
 State of Minnesota

Description/Location:

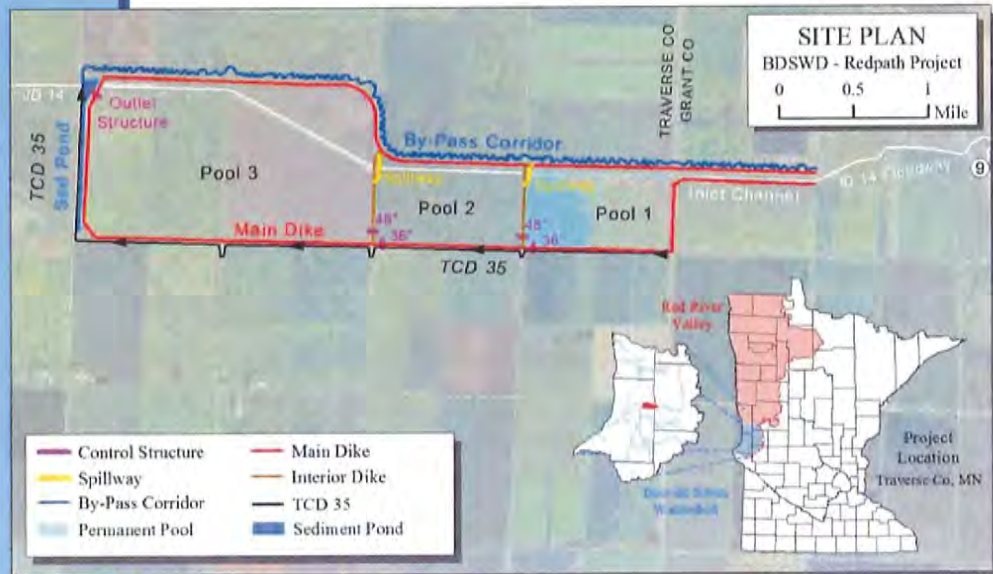
This impoundment site is located alongside a reach of the channelized Mustinka River (JD14). It will be an off-channel storage site designed to take high water off JD14. The project is in the development and permitting stage. The site footprint is approximately 2,600 acres. It will include ~ 11.5 miles of levee; spillway connections to and from JD14; and 5.5 miles of Mustinka River rehabilitation. A proposed collection channel could also be included as a project feature that would bring an additional 11 square mile local drainage area into the project. This would divert about half of the water from a major county ditch system into the impoundment from the southeast to provide additional local flood reduction benefits to agricultural lands, farmsteads, roads, and bridges.

Problem Description:

- **Flooding:** Local – repetitive flooding of farmland and rural structures, road washouts and other infrastructure damages; Regional – Lake Traverse, Bois de Sioux River and Red River of the North.
- **Drainage:** Insufficient drainage for crop production in the project area.
- **Erosion/Sedimentation:** Streambank, gully, and sheet erosion, streambed sedimentation.
- **Other:** Lack of wildlife habitat.

Project Benefits:

- **Flood Damage Reduction (Primary Objective):** The project provides about 24,000 acre feet of flood control storage of which 19,000 acre feet will be gate controlled. This is expected to reduce flood damages to agricultural lands, roads, and bridges downstream along the Mustinka River, Twelve Mile Creek, and numerous legal ditch systems. This project will also help to minimize cross-over flows from the Mustinka Watershed to the Rabbit River Watershed and provide benefits on the Bois de Sioux River and Red River.
- **Improved Drainage:** The project will improve the capacity of JD14 adjacent to and immediately upstream of the project. It will also improve the function of nearby drainage systems by removing water from those facilities.
- **Water Quality:** This project is located along a reach of the Mustinka River that is TMDL listed as impaired water for turbidity. The project will reduce erosion and will allow suspended solids to settle out thereby reducing turbidity. The project will also augment downstream flows during dry periods.
- **Habitat Enhancement:** Wetland areas totaling about 700 acres will be managed to provide spawning habitat for Northern Pike, feeding and resting areas for migrating shorebirds and waterfowl and Mustinka River restoration.



To: Fargo-Moorhead Technical Advisory Team

From: Zach Herrmann, PE
Houston Engineering, Inc.

Subject: Fargo-Moorhead Diversion Authority Detention Funding
Redpath Phase I Submittal Review
Bois De Sioux Watershed District

Date: November 4, 2015

We have completed a review of the Bois De Sioux Watershed District's (BdSWD) Detention Funding Phase I Submittal for the Redpath Project. As currently designed, the proposed project will provide 19,000 acre-feet of gated storage across 212 square miles of contributing area (1.7 inches). The application indicates that the proposed project would reduce flood damage to the local community, agricultural land, and points further downstream. As a secondary benefit, the BdSWD anticipates that the Redpath impoundment will provide natural resource enhancement and wildlife habitat benefits.

The BdSWD indicates that the proposed Redpath impoundment is included in the BdSWD's Flow Reduction Strategy and the Halstad Upstream Retention Study (HUR). Additionally, the application notes that communication has already begun with impacted landowners. The application also indicates that the Project Team developed for Redpath will continue to work through issues as they arise during project development.

Our review consisted of ensuring that criteria defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document are met. Section I of this document defines eligibility requirements for a proposed applicant. Based on our review of the Redpath Phase I Submittal, all eligibility requirements are met, and listed below:

- As indicated in the application, the proposed impoundment is located in the 090201020107 HUC12 watershed, which is identified as a contributing watershed to the Red River Basin.
- The applicant (BdSWD) is an eligible local government unit.
- The proposed impoundment area is identified in the application.
- A total of 22,650 acre-feet (2.0 inches) of gated and un-gated storage is estimated occupied within the proposed Redpath impoundment during the HUR Study



Standardized Melt Progression. This meets the minimum occupied total storage of 1,000 acre-feet defined in the eligibility requirements.

When analyzed Standardized Melt Progression Event was analyzed using Standardized Modeling Approach from the HUR Study to determine maximum funding eligibility for the proposed Redpath impoundment. This analysis focuses on determining the volume removed from the flood hydrograph +/-4 days from the peak flow for the USGS Gage along the Red River at Fargo, ND and USGS along the Red River at Halstad, MN. The applicant indicated that the proposed Redpath impoundment has the following volume reduction at each location:

- USGS Gage No. 05054000 (Red River at Fargo, ND) 2,983 acre-feet
- USGS Gage No. 05064500 (Red River at Halstad, MN) 1,517 acre-feet

As specified in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document, these volume removals are added together, and multiplied by \$400 per acre foot to determine a maximum eligible level of funding. For the proposed Redpath impoundment, this sets a maximum funding level of \$1,800,000 for the project. During the Phase I Submittal, the applicant is only allowed 5% of the total funding level, or \$90,000 for the proposed Redpath impoundment.

The HEC-RAS and HEC-HMS models used to develop funding allocations were reviewed to verify consistency with the HUR modeling approach. The review primarily consisted of verifying HEC-RAS inflow locations as compared to the HUR modeling approach. Volumes used to calculate the requested funding amounts were also verified with the provided HEC-RAS model. Our review found that the modeling approach used to determine FMDA funding allocations is consistent with the HUR modeling approach, and that volumes provided in the Phase I Submittal are consistent with volumes from the provided HEC-RAS model. Based on our findings, the requested funding allocations appear to be consistent with procedures defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

Based on our review, the proposed Redpath project appears to be an eligible application for FMDA Phase I Detention Funding, as defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

If you have any questions, do not hesitate to get in touch with me at 701.499.2054 or via e-mail at zherrmann@houstoneng.com.



AGREEMENT BETWEEN DIVERSION AUTHORITY AND PROJECT SPONSOR

This is an Agreement effective as of _____, 2015 (“Effective Date”) between **Metro Flood Diversion Authority** (“Authority”) and **Bios de Sioux Watershed District** (“Project Sponsor”).

Developer’s Project, of which the scope under this Agreement is a part, is generally identified as follows:
Redpath FDR Project – Phase I (“Project”).

Project Sponsor’s Scope under this Agreement are generally identified as follows: Phase I Project funding is being provided to assist with the completion of the Preliminary Design Report including the geotechnical evaluation for the Project.

Phase I Deliverable: Preliminary Design Report.

Authority and Project Sponsor further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Project Sponsor shall provide, or cause to be provided, the scope set forth in this Agreement. If authorized by Authority, Project Sponsor may perform scope in addition to that set forth above. Authority shall pay Project Sponsor for the scope as set forth in Paragraphs 7.01.
- B. Project Sponsor shall comply with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual.
- C. Project Sponsor shall submit quarterly reports on Project status using the form in the Fargo-Moorhead Detention Study Policy Manual.
- D. Project Sponsor shall complete its scope within the following specific time period:
 - 1. Within 2 years of approved Phase I Submittal, complete the following activities:
 - a. Preliminary Design Report:
 - 2. Within 3 years of approved Phase II Submittal, complete the following activities:
 - a. Final Design Report

- b. Construction Plans and Specifications
 - c. Develop Operation and Maintenance Plan
 - d. Permitting
3. Within 1 year of approved Phase III Submittal, complete the following activities:
 - a. Bid Letting
- E. In the event that any of the milestones listed above are unable to be met, Project Sponsor shall provide an explanation to Authority. This explanation must include reason for the delayed timeline, and how Project Sponsor proposes to get the Project back on the required timeline. Failure to meet the milestone timelines presented above may require funds allocated as a result of successful Phase II & III Submittals to be reimbursed by Project Sponsor to Authority over a maximum period of 10-years.
- F. Project Sponsor will be responsible for the following additional obligations regarding the Project:
1. procuring a licensed engineer for purposes of preparing plans and specifications;
 2. designing and constructing the Project, including selection of project components and features;
 3. submitting Project designs, plans, and specifications to Authority for review, if requested by Authority;
 4. demonstrating compliance with applicable engineering and technical criteria, including requirements of the North Dakota State Water Commission or the North Dakota State Engineer's Office (collectively, the "SWC") or the Minnesota Department of Natural Resources ("DNR");
 5. acquiring and owning all requisite right of way, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property necessary for the Project;
 6. administering and constructing the Project, including all Project bidding, contract administration, and other duties necessary for purposes of construction of the Project;
 7. owning, maintaining, operating, and insuring the Project;
 8. securing funding from various federal, state, and other sources to contribute to the financing of the Project to defray Project costs, if available;
 9. and paying all costs and expenses associated with and regarding the Project, less any cost participation received from any other entity, including the SWC or DNR, and less any cost participation received from Authority as described below.

2.01 *Payment Procedures*

- A. Following completion of the Project or Project Milestones, Project Sponsor will submit the following items to Authority by submitting all requisite information to APInvoicesFMDiv@ch2m.com, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual: a) a detailed description of Project Sponsor's costs (item-by-item); b) invoices associated with the Project; and c) a written statement identifying all other cost-share received or anticipated from other entities. After reviewing Project Sponsor's submissions to ensure compliance with this Agreement and with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual, Authority will issue its cost-share to Project Sponsor within 60 days of Authority's next meeting following receipt of Project Sponsor's submissions. Authority's cost-share under this Agreement does not include any cost-share for additional repairs or improvements to the Project or any other future costs regarding the Project. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. In addition, Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and under the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party
 - b. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - c. Authority may terminate this Agreement if Authority does not have sufficient funds to provide the cost-share identified in this Agreement.

- d. Authority may terminate the whole or any part of this Agreement if Project Sponsor, or any of Project Sponsor's agents, representatives, or contractors, fails to perform Project Sponsor's obligations.
- e. Any termination of this contract will be without prejudice to any obligations or liabilities of Project Sponsor already accrued prior to termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Authority and Project Sponsor are hereby bound and the successors, executors, administrators, and legal representatives of Authority and Project Sponsor (and to the extent permitted by Paragraph 4.01.B the assigns of Authority and Project Sponsor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Authority nor Project Sponsor may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Authority and Project Sponsor to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Authority and Project Sponsor and not for the benefit of any other party.

5.01 *General Considerations*

- A. This Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- B. Project Sponsor waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project against Authority and Authority's employees, officers, directors, agents, insurers, partners, and consultants.
- C. Authority and Project Sponsor agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- D. This Agreement will be construed as if prepared by both parties.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Authority and Project Sponsor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Authority shall pay Project Sponsor as follows:
 - 1. Authority has approved cost-share for the Project up to a maximum of \$90,000.00. Authority will contribute up to a maximum cost-share of \$90,000.00, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Cost-share from Authority is contingent upon availability of funds. Authority has sole discretion to determine eligible costs and availability of funds.

8.01 *Waiver of Warranties and Future Costs*

- A. Authority and its officers, agents, representatives, employees, and contractors disclaim any warranties, express or implied, regarding the Project. The parties specifically agree neither Authority nor any of its officers, agents, representatives, employees, consultants, or contractors have made any representations or warranties regarding the Project, nor regarding the potential success of the Project. None of the following will create or impose any obligations, representations, or warranties on behalf of Authority: this Agreement; any review of any of Project Sponsor's designs, plans, or specifications by Authority; Authority's cost-share to Project Sponsor; any inspections or review of the Project conducted by Authority; or any of Authority's other obligations under this Agreement. None of Authority's obligations specifically identified in this Agreement will create or impose any additional obligations, representations, or warranties on behalf of Authority.
- B. Project Sponsor is solely responsible for constructing, owning, operating, and maintaining the Project; Authority's cost-share under this Agreement does not include any cost-share for maintenance or any other future costs regarding the Project, and does not create any other future obligations regarding the Project on behalf of Authority.

Attachments:

- 1. Fargo-Moorhead Detention Study Policy Manual, dated November 12, 2015
- 2. BdSWD Redpath Flood Damage Reduction Project – Phase I Funding Submittal, dated June 18, 2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

AUTHORITY:
Metro Flood Diversion Authority

PROJECT SPONSOR:
Bios de Sioux Watershed District

By: Darrell Vanyo

By: _____

Title: Chairman

Title: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

211 Ninth Street South

Box 2806

Fargo, ND 58108-2806



Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommends approval of the following Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Action(s):

Bois de Sioux Watershed District – Retention Funding
Phase 1 Submittal – Western 32 FDR Project

BACKGROUND:

Enclosed is a copy of the Bois de Sioux Watershed District’s (BdSWD’s) proposal for Phase 1 funding for the above referenced Project. This is a grant request for a portion of the Diversion Authority’s (DA’s) \$25,000,000 commitment to fund upstream retention projects.

The BdSWD estimated an 8-day volume reduction of 474 acre-feet at the Halstad gage and 646 acre-feet at the Fargo gage for the Project. The Project’s estimated cost is \$5,600,000 and the BdSWD proposes to request a total grant from the DA of \$488,000 (approximately 8% of the estimated Project cost), of which five percent, or \$22,400 is the Phase I funding request.

DISCUSSION:

Houston Moore Group, Inc. (HMG) conducted a technical review of the above mentioned Project proposal against the criteria in the Fargo-Moorhead Diversion Authority’s Detention Funding Policy Manual. HMG determined the proposal meets the criteria of the Funding Policy Manual and is eligible for FMDA Phase I Detention Funding. The HMG review is summarized in the attached memorandum.

The Diversion Authority’s Technical Staff have reviewed the funding request and cost share calculations, and recommends granting the requested Phase 1 amount of 22,400. Table 1 shows budget to date information for upstream retention projects.

Projects	Volume Reduction at USGS Gage No. 05064500, Halstad (Acre-Feet)	Volume Reduction at USGS Gage No. 05054000, Fargo (Acre-Feet)	Committed Budget (\$)	Proposed Phase 1 Funding (\$)	Spent to Date (\$)	Remaining Project Budget (\$)	Maximum Eligible FMDA Funding (\$)	Remaining Retention Budget (\$) ¹
Upstream Retention Commitment								\$25,000,000
RRBC – HUR Study			\$500,000		\$447,747	\$52,253		\$24,500,000
BRRWD: Stony Creek FDA and Restoration	4,340	-		\$86,800	0	\$86,800	\$1,736,000	\$22,764,000
BdSWD: Brandrup 9 Impoundment	592	1,057		\$32,980	0	\$32,980	\$659,600	\$22,104,400
BdSWD: Redpath	1,517	2,983		\$90,000	0	\$90,000	\$1,800,000	\$20,304,400
BdSWD: Western 32	474	646		\$22,400	0	\$22,400	\$448,000	\$19,856,400
Total	6,923	4,686	\$500,000	\$232,180	\$447,747	\$284,433	\$4,643,600	

^a Table Notes: 1. Based on Committed and Proposed Maximum Eligible FMDA project funding

ATTACHMENT(S):

1. BdSWD Western 32 Flood Damage Reduction Project – Phase I Funding Submittal, dated June 18, 2015
2. HMG Technical Memo – Western 32 Phase I Submittal Review, dated November 4, 2015
3. Draft Western 32 Agreement between Metro Flood Diversion Authority and Buffalo Red River Watershed District

Submitted by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

09 NOV 2015

Date

Keith Berndt, Cass County Administrator
Concur: 10-NOV-2015 Non-Concur: _____

April Walker, Fargo City Engineer
Concur: 10-NOV-2015 Non-Concur _____

Mark Bittner, Fargo Director of Engineering
Concur: 10-NOV-2015 Non-Concur: _____

Jason Benson, Cass County Engineer
Concur: 10-NOV-2015 Non-Concur _____

David Overbo, Clay County Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: 10-NOV-2015 Non-Concur _____

Fargo-Moorhead Diversion Authority
Detention Funding
Phase I Submittal

Instructions:

- 1) Complete and provide *Phase I FMDA Funding Allocation Worksheet* based on conceptual assumptions for dam or impoundment operation to determine maximum FMDA Funding.
- 2) Provide supporting documentation detailing the development of the overall concept.
- 3) Fill out this Application Form.
- 4) Provide map illustrating the proposed dam or impoundment location and drainage area.
- 5) Provide models used to complete the *Phase I FMDA Funding Allocation Worksheet*.

Application Date: June 18, 2015

Project Name: Western 32

Project Location: *(Provide Location Map)*

HUC12 Watershed Code: 090201010404 State: Minnesota

County: Otter Tail Legal Description: Sec 32, T130 R44

Project Sponsor: Bois de Sioux Watershed District

Mailing Address: 704 Highway 75 South, Wheaton, MN 56296

Phone No: (320) 563-4185 E-Mail: bdswd@frontiernet.net

Authorized Agent: Moore Engineering, Inc.

Mailing Address: 925 10th Ave E., West Fargo, ND 58078

Phone No: (701) 282-4692 E-Mail: cengels@mooreengineeringinc.com

CONCEPT BACKGROUND

- 1) Describe the general project purpose:

The purpose of this project is to reduce flood damage from the 12.5 sq.mi watershed to the local community, agricultural land, and downstream along Wilkin County Ditch #9, the Rabbit River, Bois de Sioux River, and Red River of the North. This retention site additionally will provide natural resource enhancement and wildlife habitat as a secondary benefit.

- 2) Is proposed concept identified in Comprehensive Detention Plans (ND) or Expanded Distributed Detention Strategies (MN)?

Yes No

If Yes, indicate the *Report Name* and *Storage Site ID* as defined in the Detention Plan/Strategy:

Report Name: Bois de Sioux Watershed District Flow Reduction Strategy

Storage Site ID: Western 32

- 3) Is proposed concept included other Local, Regional, or State Water Plans?

Yes No

If yes, indicate which Plan(s) below:

Red River Basin Commission Halstad Upstream Retention Study

- 4) Have impacted landowners been made aware of the proposed concept?

Yes No If yes, indicate any potential issues as concept develops:

The Watershed District has communicated with a number of landowners in the project area and has held public meetings

CONCEPT TECHNICAL/MODELING INFORMATION

- 1) Drainage Area: 12.5 Mi² (As determined from Standardized Modeling Approach contributing areas)

- 2) Maximum Gated Storage Capacity: 1,700 Acre-Feet 2.5 Inches

- 3) Maximum Un-gated Storage Capacity: 1,000 Acre-Feet 1.5 Inches
(To Emergency Spillway)

- 4) Maximum Pool Depth: 18 Feet

- 5) Maximum Gated Pool Inundation Area: 150 Acres

- 6) Maximum Un-gated Pool Inundation Area: 350 Acres

- 7) Red River Mainstem Analysis Results:

Gated Storage Utilized: 1700 Acre-Feet 2.5 Inches

Un-gated Storage Utilized: 1155 Acre-Feet 1.7 Inches

Impacted area at peak pool elevation: 380 Acres

Describe the operational assumptions used to determine Red River impacts.

Assumed a gated primary spillway with drop inlet and secondary emergency spillway.

- 8) Are copies of the models used to complete the *Phase I Estimated FMDA Funding Allocation Worksheet* included?
 Yes No (Due to file size, available as requested).

Explain naming conventions used for the proposed impoundments within the model:

HEC-HMS Storage node ID: Western32-OptionB

FUNDING INFORMATION

- 1) Total Estimated Eligible FMDA Funding Amount: \$ 448,000

- 2) Total Requested Phase I Submittal Advancement Amount: \$ 22,400
(Not to exceed 5% of item No. 1 above)

- 3) Indicate Anticipated Funding Sources:

FUNDING SOURCE	ANTICIPATED FUNDS AVAILABLE
Federal	0%
State	50%
Regional/Joint Boards	28.6%
Local	13.4%
Other	0%
FMDA Amount	8%
Total	100%

- 4) Describe any potential issues or complications that may arise based on previously completed analysis on the proposed concept?

The proposed project is in early development with many unknown variables. Expected issues of the proposed concept include local acceptance, environmental impacts and regulation, and technical feasibility. It is anticipated the project team will work through these issues.

PHASE I
ESTIMATED FMDA FUNDING
ALLOCATION WORKSHEET

Project Name:	Western 32
Project Sponsor:	Bois de Sioux Watershed District
Date:	5/18/2015

Instructions:

1. Populate *Project Name* , *Project Sponsor* , and *Date* fields above.
2. Model the dam or impoundment to determine Red River mainstem impacts.
3. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05064500 (Red River at Halstad, MN) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [2] below.
4. Use Step 2 results to determine the 8-day volume reduction (Acre-Feet) at USGS Gage No. 05054000 (Red River at Fargo, ND) based on ±4 Days from the present day (2013) peak discharge. Populate volume in [3] below.
6. [6] indicates maximum potential FMDA Funding available for eligible Phase I activities.

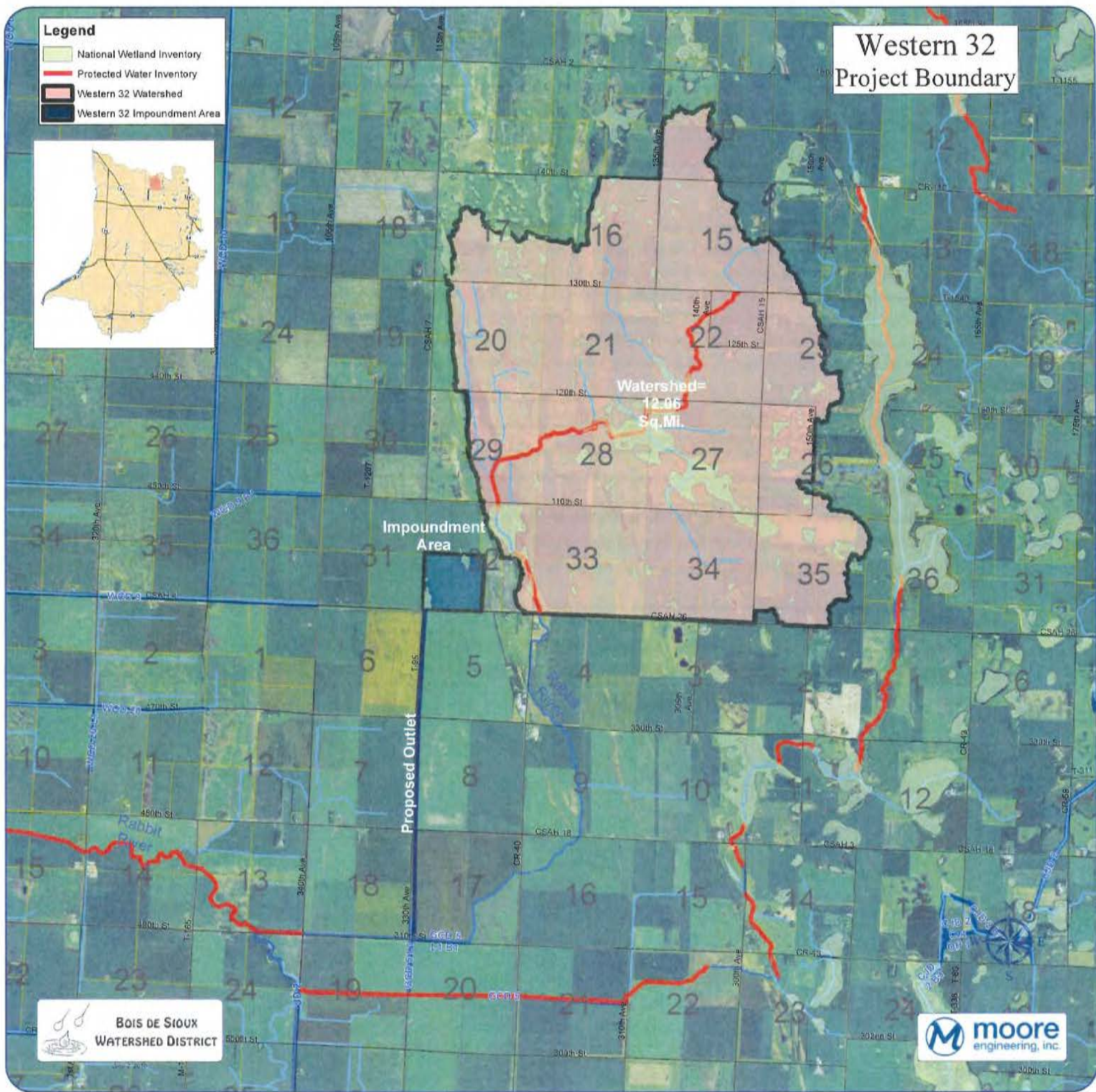
Fargo-Moorhead Diversion Authority Funding	
FMDA Funding Rate (8-Day Volume Removal)	\$ 400 Per Ac-Ft [1]

Proposed Project Information	
Proposed Impoundment Funded 8-Day Runoff Volume Removed	
USGS Gage No. 05064500 (Red River at Halstad, MN)	474.00 Ac-Ft [2]
USGS Gage No. 05054000 (Red River at Fargo, ND)	646.00 Ac-Ft [3]
Total	1,120.00 Ac-Ft [4] = [2] + [3]

Maximum Eligible FMDA Funds	\$ 448,000.00 [5] = [1] × [4]
Max. Eligible FMDA Advancement Available for Phase I Activities	\$ 22,400.00 [6] [5] × 5%

Western 32 Project Boundary

- Legend**
- National Wetland Inventory
 - Protected Water Inventory
 - Western 32 Watershed
 - Western 32 Impoundment Area



 **BOIS DE SIOUX
WATERSHED DISTRICT**

 **moore
engineering, inc.**

To: Fargo-Moorhead Technical Advisory Team

From: Zach Herrmann, PE
Houston Engineering, Inc.

Subject: Fargo-Moorhead Diversion Authority Detention Funding
Western 32 Phase I Submittal Review
Bois De Sioux Watershed District

Date: November 4, 2015

We have completed a review of the Bois De Sioux Watershed District's (BdSWD) Detention Funding Phase I Submittal for the Western 32 Project. As currently designed, the proposed project will provide 1,700 acre-feet of gated storage across 12.5 square miles of contributing area (2.5 inches). The application indicates that the proposed project would reduce flood damage to the local community, agricultural land, and points further downstream. As a secondary benefit, the BdSWD anticipates that the Western 32 impoundment will provide natural resource enhancement and wildlife habitat benefits.

The BdSWD indicates that the proposed Western 32 impoundment is included in the BdSWD's Flow Reduction Strategy and the Halstad Upstream Retention Study (HUR). Additionally, the application notes that communication has already begun with impacted landowners. The application also indicates that the Project Team developed for Western 32 will continue to work through issues as they arise during project development.

Our review consisted of ensuring that criteria defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document are met. Section I of this document defines eligibility requirements for a proposed applicant. Based on our review of the Western 32 Phase I Submittal, all eligibility requirements are met, and listed below:

- As indicated in the application, the proposed impoundment is located in the 090201010404 HUC12 watershed, which is identified as a contributing watershed to the Red River Basin.
- The applicant (BdSWD) is an eligible local government unit.
- The proposed impoundment area is identified in the application.
- A total of 2,855 acre-feet (4.2 inches) of gated and un-gated storage is estimated occupied within the proposed Western 32 impoundment during the HUR Study



Standardized Melt Progression. This meets the minimum occupied total storage of 1,000 acre-feet defined in the eligibility requirements.

When analyzed Standardized Melt Progression Event was analyzed using Standardized Modeling Approach from the HUR Study to determine maximum funding eligibility for the proposed Western 32 impoundment. This analysis focuses on determining the volume removed from the flood hydrograph +/-4 days from the peak flow for the USGS Gage along the Red River at Fargo, ND and USGS along the Red River at Halstad, MN. The applicant indicated that the proposed Western 32 impoundment has the following volume reduction at each location:

- USGS Gage No. 05054000 (Red River at Fargo, ND) 646 acre-feet
- USGS Gage No. 05064500 (Red River at Halstad, MN) 474 acre-feet

As specified in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document, these volume removals are added together, and multiplied by \$400 per acre foot to determine a maximum eligible level of funding. For the proposed Western 32 impoundment, this sets a maximum funding level of \$448,000 for the project. During the Phase I Submittal, the applicant is only allowed 5% of the total funding level, or \$22,400 for the proposed Western 32 impoundment.

The HEC-RAS and HEC-HMS models used to develop funding allocations were reviewed to verify consistency with the HUR modeling approach. The review primarily consisted of verifying HEC-RAS inflow locations as compared to the HUR modeling approach. Volumes used to calculate the requested funding amounts were also verified with the provided HEC-RAS model. Our review found that the modeling approach used to determine FMDA funding allocations is consistent with the HUR modeling approach, and that volumes provided in the Phase I Submittal are consistent with volumes from the provided HEC-RAS model. Based on our findings, the requested funding allocations appear to be consistent with procedures defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

Based on our review, the proposed Western 32 project appears to be an eligible application for FMDA Phase I Detention Funding, as defined in the *Fargo-Moorhead Diversion Authority Detention Funding Proposed Policy Manual – DRAFT 2/10/2014* document.

If you have any questions, do not hesitate to get in touch with me at 701.499.2054 or via e-mail at zherrmann@houstoneng.com.



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Project Sponsor’s Scope under this Agreement are generally identified as follows: Phase I Project funding is being provided to assist with the completion of the Preliminary Design Report including the geotechnical evaluation for the Project.

Phase I Deliverable: Preliminary Design Report.

Authority and Project Sponsor further agree as follows:

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- D. Project Sponsor shall complete its scope within the following specific time period:
 - 1. Within 2 years of approved Phase I Submittal, complete the following activities:
 - a. Preliminary Design Report:
 - 2. Within 3 years of approved Phase II Submittal, complete the following activities:
 - a. Final Design Report

- b. Construction Plans and Specifications
 - c. Develop Operation and Maintenance Plan
 - d. Permitting
3. Within 1 year of approved Phase III Submittal, complete the following activities:
 - a. Bid Letting
- E. In the event that any of the milestones listed above are unable to be met, Project Sponsor shall provide an explanation to Authority. This explanation must include reason for the delayed timeline, and how Project Sponsor proposes to get the Project back on the required timeline. Failure to meet the milestone timelines presented above may require funds allocated as a result of successful Phase II & III Submittals to be reimbursed by Project Sponsor to Authority over a maximum period of 10-years.
- F. Project Sponsor will be responsible for the following additional obligations regarding the Project:
1. procuring a licensed engineer for purposes of preparing plans and specifications;
 2. designing and constructing the Project, including selection of project components and features;
 3. submitting Project designs, plans, and specifications to Authority for review, if requested by Authority;
 4. demonstrating compliance with applicable engineering and technical criteria, including requirements of the North Dakota State Water Commission or the North Dakota State Engineer's Office (collectively, the "SWC") or the Minnesota Department of Natural Resources ("DNR");
 5. acquiring and owning all requisite right of way, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property necessary for the Project;
 6. administering and constructing the Project, including all Project bidding, contract administration, and other duties necessary for purposes of construction of the Project;
 7. owning, maintaining, operating, and insuring the Project;
 8. securing funding from various federal, state, and other sources to contribute to the financing of the Project to defray Project costs, if available;
 9. and paying all costs and expenses associated with and regarding the Project, less any cost participation received from any other entity, including the SWC or DNR, and less any cost participation received from Authority as described below.

2.01 *Payment Procedures*

- A. Following completion of the Project or Project Milestones, Project Sponsor will submit the following items to Authority by submitting all requisite information to APInvoicesFMDiv@ch2m.com, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual: a) a detailed description of Project Sponsor's costs (item-by-item); b) invoices associated with the Project; and c) a written statement identifying all other cost-share received or anticipated from other entities. After reviewing Project Sponsor's submissions to ensure compliance with this Agreement and with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual, Authority will issue its cost-share to Project Sponsor within 60 days of Authority's next meeting following receipt of Project Sponsor's submissions. Authority's cost-share under this Agreement does not include any cost-share for additional repairs or improvements to the Project or any other future costs regarding the Project. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. In addition, Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement and under the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Project Sponsor is solely responsible for any Project costs that are not eligible items under this Agreement.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party
 - b. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - c. Authority may terminate this Agreement if Authority does not have sufficient funds to provide the cost-share identified in this Agreement.

- d. Authority may terminate the whole or any part of this Agreement if Project Sponsor, or any of Project Sponsor's agents, representatives, or contractors, fails to perform Project Sponsor's obligations.
- e. Any termination of this contract will be without prejudice to any obligations or liabilities of Project Sponsor already accrued prior to termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Authority and Project Sponsor are hereby bound and the successors, executors, administrators, and legal representatives of Authority and Project Sponsor (and to the extent permitted by Paragraph 4.01.B the assigns of Authority and Project Sponsor) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Authority nor Project Sponsor may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Authority and Project Sponsor to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Authority and Project Sponsor and not for the benefit of any other party.

5.01 *General Considerations*

- A. This Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- B. Project Sponsor waives any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project against Authority and Authority's employees, officers, directors, agents, insurers, partners, and consultants.
- C. Authority and Project Sponsor agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- D. This Agreement will be construed as if prepared by both parties.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Authority and Project Sponsor and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Authority shall pay Project Sponsor as follows:
 - 1. Authority has approved cost-share for the Project up to a maximum of \$22,400.00. Authority will contribute up to a maximum cost-share of \$22,400.00, all in accordance with the general criteria requirements in SECTION I of the Fargo-Moorhead Detention Study Policy Manual. Cost-share from Authority is contingent upon availability of funds. Authority has sole discretion to determine eligible costs and availability of funds.

8.01 *Waiver of Warranties and Future Costs*

- A. Authority and its officers, agents, representatives, employees, and contractors disclaim any warranties, express or implied, regarding the Project. The parties specifically agree neither Authority nor any of its officers, agents, representatives, employees, consultants, or contractors have made any representations or warranties regarding the Project, nor regarding the potential success of the Project. None of the following will create or impose any obligations, representations, or warranties on behalf of Authority: this Agreement; any review of any of Project Sponsor's designs, plans, or specifications by Authority; Authority's cost-share to Project Sponsor; any inspections or review of the Project conducted by Authority; or any of Authority's other obligations under this Agreement. None of Authority's obligations specifically identified in this Agreement will create or impose any additional obligations, representations, or warranties on behalf of Authority.
- B. Project Sponsor is solely responsible for constructing, owning, operating, and maintaining the Project; Authority's cost-share under this Agreement does not include any cost-share for maintenance or any other future costs regarding the Project, and does not create any other future obligations regarding the Project on behalf of Authority.

Attachments:

- 1. Fargo-Moorhead Detention Study Policy Manual, dated November 12, 2015
- 2. BdSWD Western 32 Flood Damage Reduction Project – Phase I Funding Submittal, dated June 18, 2015

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

AUTHORITY:
Metro Flood Diversion Authority

PROJECT SPONSOR:
Bios de Sioux Watershed District

By: Darrell Vanyo
Title: Chairman
Date Signed: _____

By: _____
Title: _____
Date Signed: _____

Address for giving notices:
211 Ninth Street South
Box 2806
Fargo, ND 58108-2806

Address for giving notices:

Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommend approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate (\$)
Industrial Builders, Inc.	
<i>Change Order #4</i>	238,871.75
<ul style="list-style-type: none"> WP-42A.2, 2nd Street North Pump Station – Addition of baffle wall to wet well, cut and leave sheeting, and 2nd Street North closure 	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	\$8,069,000.00	\$0.00	\$8,069,000.00	9-Oct-14	31-Jan-16	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	\$66,920.00	\$8,069,000.00	\$8,135,920.00	9-Oct-14	31-Jan-16	Revisions to traffic control
Change Order No. 2	\$67,397.00	\$8,135,920.00	\$8,203,317.00	9-Oct-14	31-Jan-16	Accommodate unforeseen subsurface conditions (remove concrete structure and dispose of contaminated soil)
Change Order No. 3	\$225,056.00	\$8,203,317.00	\$8,428,373.00	9-Oct-14	16-Feb-16	Change in design requirements for backfill of structure
Change Order No. 4	\$238,871.75	\$8,428,373.00	\$8,667,244.75	9-Oct-14	25-Apr-16	Baffle wall, sheeting, and 2 nd Street road closure

DISCUSSION

1. Change Order No. 4 incorporates three new scope items totaling an increase of \$238,871.75 to the Contract Price and an extension of approximately 70 days to the Substantial and Final Completion milestones. The Change Order consists of the following items:
 - a. **Addition of baffle wall (WCD-004)** – The Technical Staff previously reviewed and recommended approval Work Change Directive 4, which the Diversion Authority subsequently approved on October 8, 2015. Project required the Contractor to conduct a wet well physical model study.

Study results found abnormal flow conditions that require a modification of the wet well. HMG and USACE reviewed and concurred, and HMG subsequently designed a new baffle wall.

- i. Proposed price is a lump sum of **\$170,742.50**. HMG performed their own estimate and finds this amount appropriate given the materials, complexity of design, and installation requirements.
- ii. Proposed time extension will change the Substantial Completion milestone from December 16, 2015 to **February 25, 2016**. The majority of this time is for procurement, fabrication, and delivery, followed by an estimated 2-3 weeks of installation. HMG and CH2M conducted a review of the timeline and finds the proposed extension reasonable and appropriate.
- b. **Sheet piling** – Geotechnical Engineer of Record was onsite for the start of sheet pile extraction. Engineer and other inspection staff observed considerable sticking of subgrade and backfill material to the sheets as they were withdrawn from the ground. Engineer warned that this posed a risk of creating voids around the pump station. Engineer identified two acceptable solutions: cut sheets below grade and leave in place, or inject a flowable grout between the sheets’ ridges. IBI provided pricing for both options and cutting/leaving the sheets at **\$64,179.25** was considerably less cost to the Owner. It is also the solution preferred by the City of Fargo rep on the project team. HMG reviewed the pricing and found the amount reasonable based on local sheet pile cost data.
- c. **2nd Street Closure** – The as-designed traffic control plan for this project did not address a need to close 2nd Street North for certain construction activities because HMG assumed the road would already be closed by a separate contract (WP-42F.1S). However, delay in awarding that contract meant IBI had to close 2nd Street under this project in order to continue making progress. Their proposed pricing is for the temporary skid-mounted signage necessary to close the road until 42F.1S takes over with permanent traffic control measures. HMG reviewed the pricing and proposed signage plan and found them reasonable and appropriate.

ATTACHMENT(S):

- 1. Draft Change Order No. 4
- 2. Contractor Change Proposals for baffle wall, sheet piling, and traffic control revisions

Submitted by:



 Bruce J. Spiller, P.E.
 CH2M HILL
 Project Manager
 Metro Flood Diversion Project

09-NOV-2015

 Date

Keith Berndt, Cass County Administrator
 Concur: 10-NOV-2015 Non-Concur: _____

April Walker, Fargo City Engineer
 Concur: 10-NOV-2015 Non-Concur: _____

Mark Bittner, Fargo Director of Engineering
 Concur: 10-NOV-2015 Non-Concur: _____

Jason Benson, Cass County Engineer
 Concur: 10-NOV-2015 Non-Concur: _____

David Overbo, Clay County Engineer
 Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
 Concur: 10-NOV-2015 Non-Concur: _____



Change Order No. 04

Date of Issuance:	<u>11/12/2015</u>	Effective Date:	<u>11/12/2015</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42A.2</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>Industrial Builders, Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42A.2</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>2nd Street/Downtown – In-Town Levees, 2nd Street N Pump Station, Fargo ND</u>

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

Description:

1. BAFFLE WALL IN WET WELL
 - a. Incorporate Work Change Directive 4 into Contract Price by adding line item *0031, Install Baffle Wall* as shown in attached Change Order 4 Unit Price Schedule dated 11/12/15.
 - b. Increase Contract Times to accommodate Work Change Directive 4. Adjust milestone dates as follows:
 - i. Change required date of Substantial Completion from December 16, 2015 to **February 25, 2016**.
 - ii. Change required date of Readiness for Final Payment from February 16, 2016 to **April 25, 2016**.
2. SHEETING
 - a. Increase Contract Price to accommodate need to cut the sheet piling and leave it in the ground per Engineer's technical direction based on unfavorable soil conditions observed during initial sheet removal operations (potential for creating subsurface voids). Costs are shown in new line item *0032, Leave Sheet piling in Place* as shown in attached Change Order 4 Unit Price Schedule dated 11/12/15.
3. 2ND STREET NORTH CLOSURE
 - a. Increase Contract Price to accommodate need to close 2nd Street North by adding line item *0033, Close 2nd Street North* as shown in attached Change Order 4 Unit Price Schedule dated 11/12/15. Closure was necessary to allow project work to continue because a separate contract that was planned to close the road had not yet started.

Attachments:

- Change Order 4 Unit Price Schedule dated 11/12/15
- Reference information – Work Change Directive 4 (not included by incorporated by reference)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 8,069,000.00	Original Contract Times: Substantial Completion: <u>November 30, 2015</u> Ready for Final Payment: <u>January 31, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> thru <u>03</u> : 359,373.00	[Increase] [Decrease] from previously approved Change Orders No. <u>03</u> : Substantial Completion: <u>16 days</u> Ready for Final Payment: <u>16 days</u> days or dates
Contract Price prior to this Change Order: 8,428,373.00	Contract Times prior to this Change Order: Substantial Completion: <u>December 16, 2015</u> Ready for Final Payment: <u>February 16, 2016</u> days or dates
[Increase] [Decrease] of this Change Order: 238,871.75	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>February 25, 2015</u> Ready for Final Payment: <u>April 25, 2015</u> days or dates
Contract Price incorporating this Change Order: 8,667,244.75	Contract Times with all approved Change Orders: Substantial Completion: <u>February 25, 2015</u> Ready for Final Payment: <u>April 25, 2015</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Owner's Representative (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Construction Manager</u>	Title: _____	Title: _____
Date: <u>11/12/2015</u>	Date: _____	Date: _____

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

Change Order 4 Unit Price Schedule
 DATE: 11/12/2015



WP-42A.2 - 2nd Street N Pump Station											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-03)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Mobilization	LS	1	400,200.00	\$ 400,200.00				1	400,200.00	\$ 400,200.00
0002	Demolition – Pavement Removal, Miscellaneous	LS	1	20,000.00	\$ 20,000.00				1	20,000.00	\$ 20,000.00
0003	Site Civil	LS	1	500.00	\$ 500.00				1	500.00	\$ 500.00
0004	Erosion and Sediment Control	LS	1	8,000.00	\$ 8,000.00				1	8,000.00	\$ 8,000.00
0005	Traffic Control	LS	1	116,920.00	\$ 116,920.00				1	116,920.00	\$ 116,920.00
0006	Fencing	LF	800	25.00	\$ 20,000.00				800	25.00	\$ 20,000.00
0007	Pump Station – Structural and Architectural	LS	1	3,645,000.00	\$ 3,645,000.00				1	3,645,000.00	\$ 3,645,000.00
0008	Stormwater Pumps and Motors	LS	1	1,300,000.00	\$ 1,300,000.00				1	1,300,000.00	\$ 1,300,000.00
0009	Sump Pumps	LS	1	90,000.00	\$ 90,000.00				1	90,000.00	\$ 90,000.00
0010	Trash Racks and Miscellaneous Metals	LS	1	350,000.00	\$ 350,000.00				1	350,000.00	\$ 350,000.00
0011	Sluice Gates and Wall Thimbles	LS	1	200,000.00	\$ 200,000.00				1	200,000.00	\$ 200,000.00
0012	F&I Floodwall Reinforced Bars - Steel	LB	13,000	2.30	\$ 29,900.00				13,000	2.30	\$ 29,900.00
0013	F&I Floodwall Reinforced Bars - Epoxy Coated Steel	LB	12,000	1.80	\$ 21,600.00				12,000	1.80	\$ 21,600.00
0014	F&I Floodwall - Structural Concrete	CY	165	1,200.00	\$ 198,000.00				165	1,200.00	\$ 198,000.00
0015	F&I Floodwall – Misc.	LS	1	50,000.00	\$ 50,000.00				1	50,000.00	\$ 50,000.00
0016	Sheetpiling	LS	1	1,125,000.00	\$ 1,125,000.00				1	1,125,000.00	\$ 1,125,000.00
0017	Switchboard SWBDA, Motor Control Center MCCA, Automatic Transfer Switch, Panel LP1	LS	1	128,000.00	\$ 128,000.00				1	128,000.00	\$ 128,000.00
0018	Electrical-Interior	LS	1	156,000.00	\$ 156,000.00				1	156,000.00	\$ 156,000.00
0019	Electrical-Exterior	LS	1	27,000.00	\$ 27,000.00				1	27,000.00	\$ 27,000.00
0020	Instrumentation and Controls	LS	1	99,000.00	\$ 99,000.00				1	99,000.00	\$ 99,000.00
0021	Programming	LS	1	5,500.00	\$ 5,500.00				1	5,500.00	\$ 5,500.00
0022	HVAC – General	LS	1	90,000.00	\$ 90,000.00				1	90,000.00	\$ 90,000.00

WP-42A.2 - 2nd Street N Pump Station													
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-03)			Net Change			New Budget				
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT		
0023	Plumbing General	LS	1	5,300.00	\$ 5,300.00				1	5,300.00	\$ 5,300.00		
0024	Health and Safety	LS	1	50,000.00	\$ 50,000.00				1	50,000.00	\$ 50,000.00		
0025	Remove Subsurface Concrete Structure	LS	1	7,397.00	\$ 7,397.00				1	7,397.00	\$ 7,397.00		
0026	Hazardous Fill Removal and Disposal - T&M, Not to Exceed	LS	1	60,000.00	\$ 60,000.00				1	60,000.00	\$ 60,000.00		
0027	Backfill Below 882'	LS	1	158,293.32	\$ 158,293.32				1	158,293.32	\$ 158,293.32		
0028	Backfill Above 882'	LS	1	61,324.68	\$ 61,324.68				1	61,324.68	\$ 61,324.68		
0029	Electric Unit Heater (RFI-029A)	LS	1	1,472.00	\$ 1,472.00				1	1,472.00	\$ 1,472.00		
0030	Louvers (RFI-043)	LS	1	3,966.00	\$ 3,966.00				1	3,966.00	\$ 3,966.00		
0031	Install Baffle Wall	LS	-	\$ -	\$ -	1	170,742.50	\$ 170,742.50	1	170,742.50	\$ 170,742.50		
0032	Leave Sheeting in Place	LS	-	\$ -	\$ -	1	64,179.25	\$ 64,179.25	1	64,179.25	\$ 64,179.25		
0033	Close 2nd Street North	LS	-	\$ -	\$ -	1	3,950.00	\$ 3,950.00	1	3,950.00	\$ 3,950.00		
WP-42A.2 - TOTAL AMOUNT			CURRENT BUDGET			\$ 8,428,373.00	NET CHANGE			\$ 238,871.75	NEW BUDGET		\$ 8,667,244.75

Your Logo Here

CHANGE ORDER REQUEST

Page 1

Industrial Builders Inc.
14321- - WP42A.2 - Metro Flood/2nd St. Pump Station

DATE: 10/02/2015

PCO#: 11

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

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

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

- Baffel Wall / Straightening Veins

Proposed Scope of Work:

- This change order was initiated by the owner from the result of the physical model study.
- The price includes labor, equipment and material to build and install a baffle wall as designed by the engineer and to add straightening veins to the pumps.
- Terms and Conditions:
 - 1) Welding on the outside of the baffle NOT the inside (Please see attached drawing)
 - 2) Mill Finished Aluminum
 - 3) Price does NOT include Hoist and Stretcher (Engineer to verify make, model, and type)
 - 4) Price good for 25 days due to current price increases in materials.
 - 5) Based on panels fitting through access hatch.
 - 6) Additional time for substantial completion will depend on shop drawing approval, manufacturing, and installation. Estimated substantial completion to be February 20, 2016

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Baffel Wall and Straightening Veins	Pending	66	1.000	L S	170,742.50	\$170,742.50

Submitted By:

Approved By:

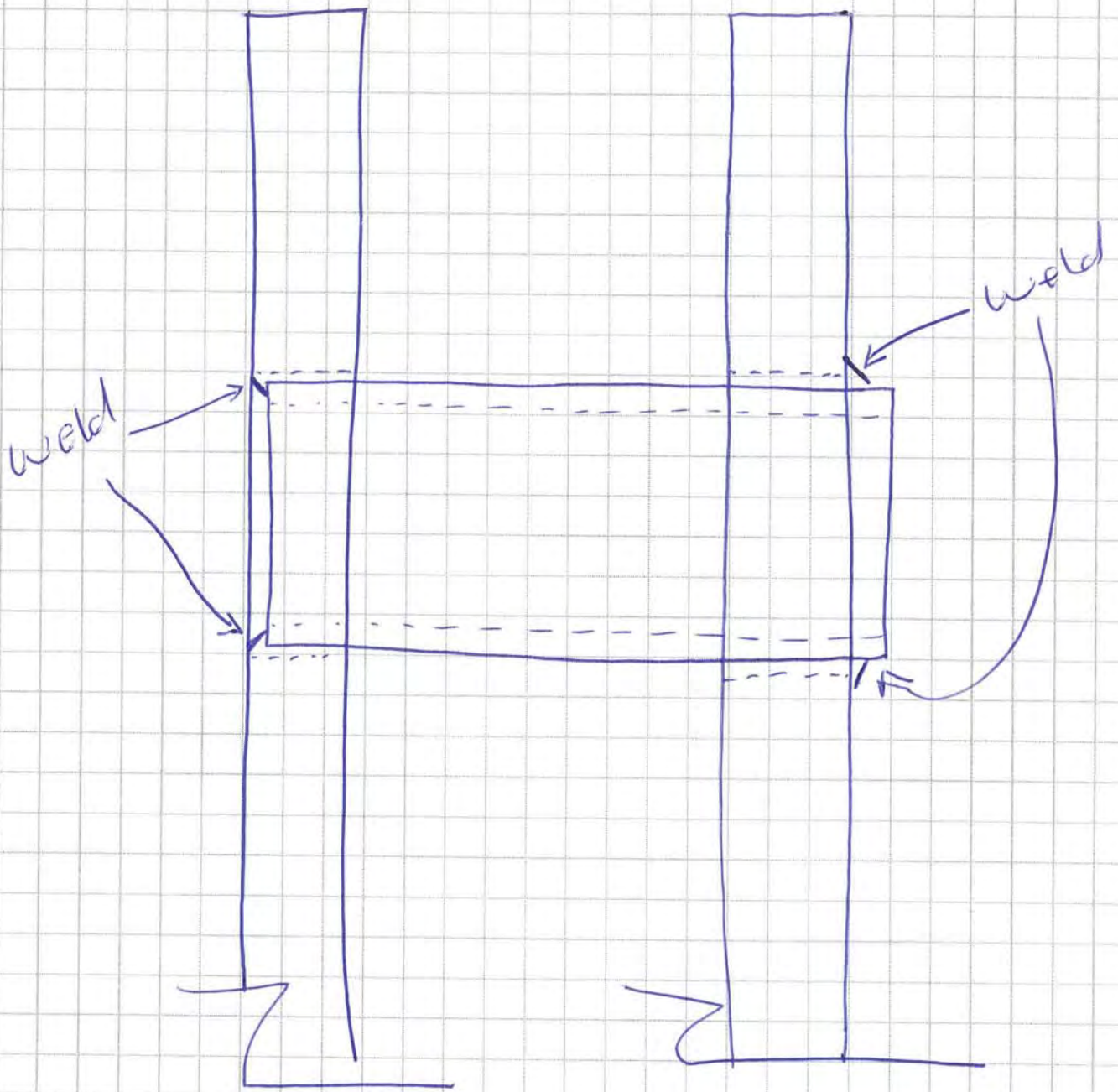
David Goulet

10/02/2015

Date

Tyler Smith
CH2M Hill Engineer's Inc

Date



Zel'2

Change Order Request

INDUSTRIAL BUILDERS, INC.
P.O. BOX 406
FARGO, ND 58107-0406
Phone: 701-282-4977

Owner : Metro Flood Diversion Authority
211 9th Street South, PO Box 2806
Fargo, ND 58108

Project: 14321- WP42A.2 - Metro Flood/2nd St. Pump Station
Fargo, ND 58102

PCOType: PCO

Change Order Request # : 10 **Sheetpiling** **64,179.25**

This change order was directed by the owner to keep sheeting in place which will reduce the risk of any voids being present under the floodwall footing. The limits of sheeting that this quote includes is 40 LF East and West.

Approved By: Metro Flood Diversion Authority

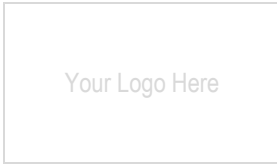
Signed: _____

Date: _____

Submitted By: INDUSTRIAL BUILDERS, INC.

Signed: David Galt _____

Date: 9/11/2015 _____



CHANGE ORDER REQUEST

Industrial Builders Inc.
14321- - WP42A.2 - Metro Flood/2nd St. Pump Station

DATE: 8/24/2015
PCO#: 9

To: Tyler Smith
CH2M Hill Engineer's Inc
657 2nd Ave N
Fargo, ND 58105-5405
Phone: 701-566-5470

From: David Goulet
Industrial Builders Inc.
PO Box 406
Fargo, ND 58107-0406
Phone: 701-356-9827

Email: tyler.smith@ch2m.com
CC:

Email: dgoulet@industrialbuilders.com

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

- PCO: 2nd St Closure
 - Proposed Scope of Work: Attached is the change order to temporary close down 2nd St North from 1st Ave North to 3rd Ave North in order to start backfilling and remove sheeting.

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : 2nd St Closure	Pending		1.000	L S	3950.00	\$3,950.00

Submitted By:

Approved By:

8/24/2015

David Goulet

Date

Tyler Smith
CH2M Hill Engineer's Inc

Date

Comments:
2ND ST N DETOUR



DETOUR
↓

3RD AVE N

DETOUR
→

DETOUR
↑

2ND ST N

4TH ST N

1ST AVE N

DETOUR
→

DETOUR
↑

DETOUR
↓



2nd st n

3rd ave n

6 TYPE III

ROAD WORK AHEAD

LEFT LANE CLOSED AHEAD

DETOUR AHEAD

ROAD WORK AHEAD
LEFT LANE CLOSED AHEAD
DETOUR AHEAD
ROAD CLOSED DETOUR

ROAD CLOSED
DETOUR

Google



ROAD CLOSED
DETOUR

ROAD CLOSED

ROAD WORK AHEAD

DETOUR AHEAD

DETOUR AHEAD

CENTER LANE CLOSED AHEAD

ROAD WORK AHEAD

7 TYPE III BARICADES

1st ave n

2nd st n

Western Family Ave

Goo

Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommend approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

ICS, Inc. – Work Package 42A.1/A.3 **\$(10,570.93)**

Change Order No. 3

- Deduct exterior electrical work not required to be performed by Contractor because Xcel Energy will install electrical service to new transformer through directional boring, and installation of fence, bollards, and lighting at Fargo Highrise.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Previously encumbered WP-42A.1/A.3 contract		\$17,361,616.35		11-Dec-15	11-Nov-16	Construction of the 4 th Street Pump Station and 2 nd Street North Floodwall
Change Order 1	\$268,555.24	\$17,361,616.35	\$17,630,171.59	11-Dec-15	11-Nov-16	Fargo Highrise parking lot modifications and other costs
Change Order 2	\$176,462.97	\$17,630,171.59	\$17,806,634.56	11-Dec-15	11-Nov-16	Unknown underground structures and other costs
Change Order 3	\$(10,570.93)	\$17,806,634.56	\$17,796,063.63	11-Dec-15	11-Nov-16	Deduct exterior electrical work and install fence, bollards, and lights at Fargo Highrise

DISCUSSION

1. Change Order No. 3 incorporates a deduction of exterior electrical work and addition of minor work at the Fargo Highrise. The net change to the Contract Price is a deduct of \$10,570.93. The Change Order consists of the following items:
 - a. **Deduct exterior electrical** – Reference contracting recommendation dated 10/29/15 and approved by Technical Staff on 10/30/15 for Xcel Energy to provide new electrical service to the 4th Street Pump Station. That action eliminated the need for ICS to perform a portion of their exterior electrical work including excavation and installation of concrete duct bank. The proposed deduct is \$16,127 for the subcontractor’s work, which was validated by a comparison to an Engineer’s Estimate by HMG of approximately \$15,000. The total deduct is **\$16,933.35** inclusive of a deduction for ICS’s 5% markup.

- b. **Fargo Highrise Work** – Two work elements totaling an increase of **\$6,362.42** stemming from minor impacts of project activities in the Highrise parking lot:
 - i. **Install fence** – Drawings indicate fence around Highrise’s propane tank is to be removed and salvaged. HMG’s intent was that Contractor would reinstall fence; however, the drawings did not clearly specify this intent. In addition, existing fence did not meet code requirements for standoff from the tank. Therefore, Contractor cannot reinstall fence without increasing the quantity to meet code. Total cost for reinstallation of the fence, plus additional quantity for code, is \$3,473.00 plus 5% markup for ICS, totaling **\$3,646.65**. HMG and CH2M reviewed this amount and found it reasonable and appropriate.
 - ii. **Install bollards and lights at flagpole** – Parking lot construction disturbed the existing layout of the flagpole/turnaround area at the Fargo Highrise. At Housing Authority’s request, ICS’s subcontractors provided bollards and flagpole lighting to restore the condition of the turnaround, including “upgrade” for code compliance. Although the Contractor proceeded without CH2M’s direction, CH2M and HMG reviewed the requested pricing and found it reasonable. In addition, the work performed does not appear to be in excess of what would have been necessary to provide restoration of the Highrise’s turnaround had the Housing Authority requested authorization in the first place. Therefore, CH2M recommends that approval by the Technical Staff would be appropriate. The total subcontractor work performed was \$2,586.45. Inclusive of 5% markup for ICS, this results in an Owner cost of **\$2,715.77**.

ATTACHMENT(S):

1. Draft Change Order No. 3
2. Subcontractor quotes for electrical deduct, fence installation, bollard installation, and flagpole lighting installation

Submitted by:



 Bruce J. Spiller, P.E.
 CH2M HILL
 Project Manager
 Metro Flood Diversion Project

09-NOV-2015

 Date

 Keith Berndt, Cass County Administrator
 Concur: 10-NOV-2015 Non-Concur: _____

 April Walker, Fargo City Engineer
 Concur: 10-NOV-2015 Non-Concur _____

 Mark Bittner, Fargo Director of Engineering
 Concur: 10-NOV-2015 Non-Concur: _____

 Jason Benson, Cass County Engineer
 Concur: 10-NOV-2015 Non-Concur _____

 David Overbo, Clay County Engineer
 Concur: 10-NOV-2015 Non-Concur: _____

 Robert Zimmerman, Moorhead City Engineer
 Concur: 10-NOV-2015 Non-Concur _____



Change Order No. 03

Date of Issuance:	<u>11/12/2015</u>	Effective Date:	<u>11/12/2015</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42A.1/A.3</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>ICS, Inc.</u>	Contractor's Project No.:	<u>1114</u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42A.1/A.3</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>4th Street Pump Station and Gatewell and 2nd Street Floodwall South</u>

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

Description:

1. DESCOPE EXTERIOR ELECTRICAL

- a. Replace drawing sheet E-009 with new sheet E-009 dated 11/12/15 to describe the descope of work for primary power feeder reroute and duct bank. Work includes wiring and trenching work associated with providing electrical service between the existing pump station utility transformer and new utility transformer as displayed on drawing E-009 of the Contract Documents.
- b. Incorporate the descope into Contract Price by adjusting line item 0137, *Electrical-Exterior* as shown in attached Change Order 3 Unit Price Schedule dated 11/12/15.

2. FARGO HIGHRISE WORK

- a. Add line item 0158, *Fargo Highrise Work* as shown in attached Change Order 3 Unit Price Schedule dated 11/12/15 to accommodate scope items resulting from impacts of project construction in the Highrise parking lot:
 - i. Installation of a code-compliant fence around a propane tank
 - ii. Installation of new lights and bollards at the flagpole/turnaround area

Attachments:

- Change Order 3 Unit Price Schedule dated 11/12/15
- Change Order 3 drawing sheet E-009 dated 11/12/15

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 17,361,616.35	Original Contract Times: Milestone 4.02.A.03: <u>July 31, 2015</u> Milestone 4.02.A.04: <u>August 20, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> and <u>02</u> : 445,018.21	[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> and <u>02</u> : Milestone 4.02.A.02.a: <u>14 days</u> Milestone 4.02.A.03: <u>29 days</u> Milestone 4.02.A.03: <u>29 days</u>
Contract Price prior to this Change Order: 17,806,634.56	Contract Times prior to this Change Order: Milestone 4.02.A.02: <u>November 1, 2015</u> Milestone 4.02.A.02.a: <u>November 15, 2015</u> Milestone 4.02.A.03: <u>August 29, 2015</u> Milestone 4.02.A.04: <u>September 18, 2015</u>
[Increase] [Decrease] of this Change Order: (10,570.93)	[Increase] [Decrease] of this Change Order: NA
Contract Price incorporating this Change Order: 17,796,063.63	Contract Times with all approved Change Orders: Milestone 4.02.A.02: <u>November 1, 2015</u> Milestone 4.02.A.02.a: <u>November 15, 2015</u> Milestone 4.02.A.03: <u>August 29, 2015</u> Milestone 4.02.A.04: <u>September 18, 2015</u>
RECOMMENDED: By: _____ Owner's Representative (Authorized Signature) Title: <u>Construction Manager</u> Date: <u>11/12/2015</u>	ACCEPTED: ACCEPTED: By: _____ By: _____ Owner Contractor (Authorized Signature) (Authorized Signature) Title: _____ Title: _____ Date: _____ Date: _____

WP-42A.1/A.3

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

Change Order 3 Unit Price Schedule

DATE: 11/12/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Mobilization	LS	1	\$ 350,000.00	\$ 350,000.00	0	\$ -	\$ -	1	\$ 350,000.00	\$ 350,000.00
0002	Remove Sanitary Sewer Manhole	EA	2	1,100	\$ 2,200.00	0	\$ -	\$ -	2	\$ 1,100.00	\$ 2,200.00
0003	F&I Pipe SDR 26 - 10" Dia PVC	LF	145	70	\$ 10,150.00	0	\$ -	\$ -	145	\$ 70.00	\$ 10,150.00
0004	Remove Sanitary Sewer Pipe All Sizes All Types	LF	140	11	\$ 1,540.00	0	\$ -	\$ -	140	\$ 11.00	\$ 1,540.00
0005	Rem & Repl Sanitary Sewer Casting - Floating Manhole	EA	1	800	\$ 800.00	0	\$ -	\$ -	1	\$ 800.00	\$ 800.00
0006	Sanitary Sewer Manhole	EA	2	4,500	\$ 9,000.00	0	\$ -	\$ -	2	\$ 4,500.00	\$ 9,000.00
0007	Sanitary Sewer Exterior Drop Manhole	EA	1	12,000	\$ 12,000.00	0	\$ -	\$ -	1	\$ 12,000.00	\$ 12,000.00
0008	F&I 5" Hydrant	EA	2	6,000	\$ 12,000.00	0	\$ -	\$ -	2	\$ 6,000.00	\$ 12,000.00
0009	Salvage Hydrant	EA	2	600	\$ 1,200.00	0	\$ -	\$ -	2	\$ 600.00	\$ 1,200.00
0010	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	479	60	\$ 28,740.00	0	\$ -	\$ -	479	\$ 60.00	\$ 28,740.00
0011	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	416	65	\$ 27,040.00	0	\$ -	\$ -	416	\$ 65.00	\$ 27,040.00
0012	Remove Water Main Pipe All Sizes All Types	LF	697	11	\$ 7,667.00	0	\$ -	\$ -	697	\$ 11.00	\$ 7,667.00
0013	F&I Gate Valve 6" Dia	EA	5	2,200	\$ 11,000.00	0	\$ -	\$ -	5	\$ 2,200.00	\$ 11,000.00
0014	F&I Gate Valve 10" Dia	EA	3	4,000	\$ 12,000.00	0	\$ -	\$ -	3	\$ 4,000.00	\$ 12,000.00
0015	Watermain Fittings	LBS	4,157	12	\$ 49,884.00	0	\$ -	\$ -	4,157	\$ 12.00	\$ 49,884.00
0016	F&I Overflow Structure	EA	1	18,000	\$ 18,000.00	0	\$ -	\$ -	1	\$ 18,000.00	\$ 18,000.00
0017	F&I Manhole 4' Dia Reinf Conc	EA	3	5,000	\$ 15,000.00	0	\$ -	\$ -	3	\$ 5,000.00	\$ 15,000.00
0018	F&I Manhole 5' Dia Reinf Conc	EA	1	5,000	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00
0019	F&I Manhole 6' Dia Reinf Conc	EA	2	20,000	\$ 40,000.00	0	\$ -	\$ -	2	\$ 20,000.00	\$ 40,000.00
0020	F&I Manhole 7' Dia Reinf Conc	EA	3	22,000	\$ 66,000.00	0	\$ -	\$ -	3	\$ 22,000.00	\$ 66,000.00
0021	F&I Manhole Type E Reinf Conc	EA	2	70,000	\$ 140,000.00	0	\$ -	\$ -	2	\$ 70,000.00	\$ 140,000.00
0022	F&I Manhole Type E Reinf Conc (ST-4)	EA	1	250,000	\$ 250,000.00	0	\$ -	\$ -	1	\$ 250,000.00	\$ 250,000.00
0023	F&I Manhole Type E Reinf Conc (ST-3)	EA	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0024	F&I Manhole Type E Reinf Conc (ST-2)	EA	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0025	F&I Manhole Type E Reinf Conc (ST-1)	EA	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0026	Remove Storm Sewer Manhole	EA	5	600	\$ 3,000.00	0	\$ -	\$ -	5	\$ 600.00	\$ 3,000.00
0027	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	5,000	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00

WP-42A.1/A.3

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

Change Order 3 Unit Price Schedule

DATE: 11/12/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0028	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	15,000	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0029	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1	5,000	\$ 5,000.00	0	\$ -	\$ -	1	\$ 5,000.00	\$ 5,000.00
0030	F&I Inlet - Double Box (DBI) Reinf Conc	EA	1	7,000	\$ 7,000.00	0	\$ -	\$ -	1	\$ 7,000.00	\$ 7,000.00
0031	F&I Inlet - Special (SPI) Reinf Conc	EA	2	2,000	\$ 4,000.00	0	\$ -	\$ -	2	\$ 2,000.00	\$ 4,000.00
0032	Riprap (Outlet)	CY	410	125	\$ 51,250.00	0	\$ -	\$ -	410	\$ 125.00	\$ 51,250.00
0033	Box Culvert End Section with Grate	EA	1	25,000	\$ 25,000.00	0	\$ -	\$ -	1	\$ 25,000.00	\$ 25,000.00
0034	PLUG PIPE 33" DIA.	EA	1	1,500	\$ 1,500.00	0	\$ -	\$ -	1	\$ 1,500.00	\$ 1,500.00
0035	PLUG PIPE 72" DIA.	EA	1	3,300	\$ 3,300.00	0	\$ -	\$ -	1	\$ 3,300.00	\$ 3,300.00
0036	PLUG PIPE 78" DIA.	EA	2	4,500	\$ 9,000.00	0	\$ -	\$ -	2	\$ 4,500.00	\$ 9,000.00
0037	F&I Pipe 18" Dia Reinf Conc	LF	291	95	\$ 27,645.00	0	\$ -	\$ -	291	\$ 95.00	\$ 27,645.00
0038	F&I Pipe 24" Dia Reinf Conc	LF	86	120	\$ 10,320.00	0	\$ -	\$ -	86	\$ 120.00	\$ 10,320.00
0039	F&I Pipe 30" Dia Reinf Conc	LF	137	220	\$ 30,140.00	0	\$ -	\$ -	137	\$ 220.00	\$ 30,140.00
0040	F&I Pipe 36" Dia Reinf Conc	LF	8	250	\$ 2,000.00	0	\$ -	\$ -	8	\$ 250.00	\$ 2,000.00
0041	F&I Pipe 48" Dia Reinf Conc	LF	79	300	\$ 23,700.00	0	\$ -	\$ -	79	\$ 300.00	\$ 23,700.00
0042	F&I Pipe 54" Dia Reinf Conc	LF	79	800	\$ 63,200.00	0	\$ -	\$ -	79	\$ 800.00	\$ 63,200.00
0043	F&I Pipe 72" Dia Reinf Conc	LF	51	900	\$ 45,900.00	0	\$ -	\$ -	51	\$ 900.00	\$ 45,900.00
0044	F&I Pipe 12" Dia PVC	LF	99	120	\$ 11,880.00	0	\$ -	\$ -	99	\$ 120.00	\$ 11,880.00
0045	Remove Storm Sewer Pipe All Sizes All Types	LF	2,788	85	\$ 236,980.00	0	\$ -	\$ -	2,788	\$ 85.00	\$ 236,980.00
0046	30" Flapgate	EA	-	25,000	\$ -	0	\$ -	\$ -	-	\$ 25,000.00	\$ -
0047	54" Flapgate	EA	1	30,000	\$ 30,000.00	0	\$ -	\$ -	1	\$ 30,000.00	\$ 30,000.00
0048	F&I Pipe w/GB 30" Dia Reinf Conc	LF	240	1,100	\$ 264,000.00	0	\$ -	\$ -	240	\$ 1,100.00	\$ 264,000.00
0049	F&I Pipe w/GB 36" Dia Reinf Conc	LF	88	1,200	\$ 105,600.00	0	\$ -	\$ -	88	\$ 1,200.00	\$ 105,600.00
0050	F&I Pipe w/GB 54" Dia Reinf Conc	LF	19	2,000	\$ 38,000.00	0	\$ -	\$ -	19	\$ 2,000.00	\$ 38,000.00
0051	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 1' to 10'	LF	495	1,500	\$ 742,500.00	0	\$ -	\$ -	495	\$ 1,500.00	\$ 742,500.00
0052	F&I Box Culvert 8'x5' Wide Reinf Conc Cast in Place with depth of fill 10' to 31'	LF	128	2,800	\$ 358,400.00	0	\$ -	\$ -	128	\$ 2,800.00	\$ 358,400.00
0053	F&I Box Culvert 8'x5' Wide Reinf Conc Precast	LF	186	1,300	\$ 241,800.00	0	\$ -	\$ -	186	\$ 1,300.00	\$ 241,800.00
0054	Remove Pavement All Thicknesses All Types	SY	8,226	10	\$ 82,260.00	0	\$ -	\$ -	8,226	\$ 10.00	\$ 82,260.00

WP-42A.1/A.3

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

Change Order 3 Unit Price Schedule

DATE: 11/12/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0055	Subgrade Preparation	SY	10,496	5	\$ 47,232.00	0	\$ -	\$ -	10,496	\$ 4.50	\$ 47,232.00
0056	F&I Woven Geotextile	SY	10,496	3	\$ 26,240.00	0	\$ -	\$ -	10,496	\$ 2.50	\$ 26,240.00
0057	F&I Class 5 Agg - 6" Thick	SY	5,578	10	\$ 55,780.00	0	\$ -	\$ -	5,578	\$ 10.00	\$ 55,780.00
0058	F&I Class 5 Agg - 7" Thick	SY	2,212	12	\$ 26,544.00	0	\$ -	\$ -	2,212	\$ 12.00	\$ 26,544.00
0059	F&I Class 5 Agg - 8" Thick	SY	733	13	\$ 9,529.00	0	\$ -	\$ -	733	\$ 13.00	\$ 9,529.00
0060	F&I Class 5 Agg - 12" Thick	SY	1,973	20	\$ 39,460.00	0	\$ -	\$ -	1,973	\$ 20.00	\$ 39,460.00
0061	F&I Crushed Conc - 6" Thick	SY	120	13	\$ 1,560.00	0	\$ -	\$ -	120	\$ 13.00	\$ 1,560.00
0062	F&I Curb & Gutter Standard (Type II)	LF	2,030	40	\$ 81,200.00	0	\$ -	\$ -	2,030	\$ 40.00	\$ 81,200.00
0063	Remove Curb & Gutter	LF	1,924	10	\$ 19,240.00	0	\$ -	\$ -	1,924	\$ 10.00	\$ 19,240.00
0064	F&I Pavement 6" Thick Reinf Conc	SY	3,744	66	\$ 247,104.00	0	\$ -	\$ -	3,744	\$ 66.00	\$ 247,104.00
0065	F&I Pavement 7" Thick Reinf Conc	SY	1,484	75	\$ 111,300.00	0	\$ -	\$ -	1,484	\$ 75.00	\$ 111,300.00
0066	F&I Pavement 9" Thick Doweled Conc	SY	1,519	90	\$ 136,710.00	0	\$ -	\$ -	1,519	\$ 90.00	\$ 136,710.00
0067	F&I Sidewalk 4" Thick Reinf Conc	SY	1,401	60	\$ 84,060.00	0	\$ -	\$ -	1,401	\$ 60.00	\$ 84,060.00
0068	Remove Sidewalk All Thicknesses All Types	SY	1,112	15	\$ 16,680.00	0	\$ -	\$ -	1,112	\$ 15.00	\$ 16,680.00
0069	Temp Construction Entrance	EA	4	1,700	\$ 6,800.00	0	\$ -	\$ -	4	\$ 1,700.00	\$ 6,800.00
0070	Traffic Control - Type 1	LS	1	26,000	\$ 26,000.00	0	\$ -	\$ -	1	\$ 26,000.00	\$ 26,000.00
0071	F&I Aggregate for Asph Pavement Class 29	TON	930	80	\$ 74,400.00	0	\$ -	\$ -	930	\$ 80.00	\$ 74,400.00
0072	F&I Asphalt Cement PG 58-28	GAL	13,385	4	\$ 53,540.00	0	\$ -	\$ -	13,385	\$ 4.00	\$ 53,540.00
0073	F&I Impressioned 4" Thick Reinf Conc	SY	72	220	\$ 15,840.00	0	\$ -	\$ -	72	\$ 220.00	\$ 15,840.00
0074	F&I Det Warn Panels Cast Iron	SF	109	70	\$ 7,630.00	0	\$ -	\$ -	109	\$ 70.00	\$ 7,630.00
0075	F&I Sign Assembly	EA	18	220	\$ 3,960.00	0	\$ -	\$ -	18	\$ 220.00	\$ 3,960.00
0076	Relocate Sign Assembly	EA	13	220	\$ 2,860.00	0	\$ -	\$ -	13	\$ 220.00	\$ 2,860.00
0077	F&I Engineering Grade	SF	23	30	\$ 690.00	0	\$ -	\$ -	23	\$ 30.00	\$ 690.00
0078	F&I Diamond Grade Cubed	SF	6	40	\$ 252.00	0	\$ -	\$ -	6	\$ 40.00	\$ 252.00
0079	F&I High Intensity Prismatic	SF	28	35	\$ 966.00	0	\$ -	\$ -	28	\$ 35.00	\$ 966.00
0080	F&I Flexible Delineator	EA	2	130	\$ 260.00	0	\$ -	\$ -	2	\$ 130.00	\$ 260.00
0081	F&I Grooved Plastic Film Message	SF	80	50	\$ 4,000.00	0	\$ -	\$ -	80	\$ 50.00	\$ 4,000.00

WP-42A.1/A.3

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

Change Order 3 Unit Price Schedule

DATE: 11/12/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0082	F&I Grooved Plastic Film 4" Wide	LF	1,485	10	\$ 14,850.00	0	\$ -	\$ -	1,485	\$ 10.00	\$ 14,850.00
0083	F&I Grooved Plastic Film 24" Wide	LF	72	40	\$ 2,880.00	0	\$ -	\$ -	72	\$ 40.00	\$ 2,880.00
0084	Paint Epoxy Message	SF	32	20	\$ 640.00	0	\$ -	\$ -	32	\$ 20.00	\$ 640.00
0085	Paint Epoxy Line 4" Wide	LF	3,244	6	\$ 19,464.00	0	\$ -	\$ -	3,244	\$ 6.00	\$ 19,464.00
0086	Paint Epoxy Line 8" Wide	LF	234	10	\$ 2,340.00	0	\$ -	\$ -	234	\$ 10.00	\$ 2,340.00
0087	Paint Epoxy Line 24" Wide	LF	-	20	\$ -	0	\$ -	\$ -	-	\$ 20.00	\$ -
0088	Obliterate Pavement Markings	SF	182	35	\$ 6,370.00	0	\$ -	\$ -	182	\$ 35.00	\$ 6,370.00
0089	Temp Fence - Safety	LF	2,167	6	\$ 13,002.00	0	\$ -	\$ -	2,167	\$ 6.00	\$ 13,002.00
0090	Remove Fence	LF	202	27	\$ 5,454.00	0	\$ -	\$ -	202	\$ 27.00	\$ 5,454.00
0091	Temp Pumping	LS	1	95,000	\$ 95,000.00	0	\$ -	\$ -	1	\$ 95,000.00	\$ 95,000.00
0092	Clear & Grub	LS	1	15,000	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0093	Remove Tree	EA	19	600	\$ 11,400.00	0	\$ -	\$ -	19	\$ 600.00	\$ 11,400.00
0094	Silt Fence - Standard	LF	784	4	\$ 3,136.00	0	\$ -	\$ -	784	\$ 4.00	\$ 3,136.00
0095	Floating Silt Fence	LF	93	30	\$ 2,790.00	0	\$ -	\$ -	93	\$ 30.00	\$ 2,790.00
0096	Sediment Control Log 6" to 8" Dia	LF	1,130	3	\$ 3,390.00	0	\$ -	\$ -	1,130	\$ 3.00	\$ 3,390.00
0097	Inlet Protection - New Inlet	EA	7	300	\$ 2,100.00	0	\$ -	\$ -	7	\$ 300.00	\$ 2,100.00
0098	Inlet Protection - Existing Inlet	EA	9	200	\$ 1,800.00	0	\$ -	\$ -	9	\$ 200.00	\$ 1,800.00
0099	Salvage Signal Standard	EA	1	300	\$ 300.00	0	\$ -	\$ -	1	\$ 300.00	\$ 300.00
0100	Lighting System	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0101	Propane Tanks Remove and Replace	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0102	Replace Unsalvagable Bollards	EA	40	1,000	\$ 40,000.00	0	\$ -	\$ -	40	\$ 1,000.00	\$ 40,000.00
0103	Revise Flashing Beacon System	LS	1	15,000	\$ 15,000.00	0	\$ -	\$ -	1	\$ 15,000.00	\$ 15,000.00
0104	Revise Traffic Control System	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0105	F&I Bus Shelter	EA	1	30,000	\$ 30,000.00	0	\$ -	\$ -	1	\$ 30,000.00	\$ 30,000.00
0106	F&I Sheet Piling - Steel	SF	168	65	\$ 10,920.00	0	\$ -	\$ -	168	\$ 65.00	\$ 10,920.00
0107	Topsoil - Strip	CY	5,870	5	\$ 29,350.00	0	\$ -	\$ -	5,870	\$ 5.00	\$ 29,350.00
0108	Topsoil - Spread	CY	2,784	5	\$ 13,920.00	0	\$ -	\$ -	2,784	\$ 5.00	\$ 13,920.00

WP-42A.1/A.3

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

Change Order 3 Unit Price Schedule

DATE: 11/12/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0109	Embankment	CY	45,017	13	\$ 585,221.00	0	\$ -	\$ -	45,017	\$ 13.00	\$ 585,221.00
0110	Embankment Import	CY	8,617	22	\$ 189,574.00	0	\$ -	\$ -	8,617	\$ 22.00	\$ 189,574.00
0111	Excavation	CY	36,400	9	\$ 327,600.00	0	\$ -	\$ -	36,400	\$ 9.00	\$ 327,600.00
0112	Grading North of 2nd St S and West of 4th St S	LS	1	20,000	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0113	Mulching Type 1 - Hydro	SY	16,703	1	\$ 8,351.50	0	\$ -	\$ -	16,703	\$ 0.50	\$ 8,351.50
0114	Seeding Type B	SY	16,703	0	\$ 5,846.05	0	\$ -	\$ -	16,703	\$ 0.35	\$ 5,846.05
0115	Overseeding	SY	33,405	0	\$ 8,351.25	0	\$ -	\$ -	33,405	\$ 0.25	\$ 8,351.25
0116	Weed Control Type B	SY	16,703	0	\$ 2,505.45	0	\$ -	\$ -	16,703	\$ 0.15	\$ 2,505.45
0117	Removable Floodwall	LS	1	120,000	\$ 120,000.00	0	\$ -	\$ -	1	\$ 120,000.00	\$ 120,000.00
0118	F&I Floodwall Reinf Bars - Steel	LB	63,445	1	\$ 69,789.50	0	\$ -	\$ -	63,445	\$ 1.10	\$ 69,789.50
0119	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	59,852	1	\$ 77,807.60	0	\$ -	\$ -	59,852	\$ 1.30	\$ 77,807.60
0120	F&I Floodwall - Structural Conc	CY	828	1,100	\$ 910,800.00	0	\$ -	\$ -	828	\$ 1,100.00	\$ 910,800.00
0121	F&I Floodwall - Misc.	LS	1	225,000	\$ 225,000.00	0	\$ -	\$ -	1	\$ 225,000.00	\$ 225,000.00
0122	Demolition Pump Stations, Storm Sewers, Force Mains	LS	1	\$ 110,000.00	\$ 110,000.00	0	\$ -	\$ -	1	\$ 110,000.00	\$ 110,000.00
0123	Force Mains and Sump Pump Discharge	LS	1	\$ 600,000.00	\$ 600,000.00	0	\$ -	\$ -	1	\$ 600,000.00	\$ 600,000.00
0124	Pump Station - Structural and Architectural	LS	1	\$ 2,700,000.00	\$ 2,700,000.00	0	\$ -	\$ -	1	\$ 2,700,000.00	\$ 2,700,000.00
0125	Stormwater Pumps and Motors	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	0	\$ -	\$ -	1	\$ 1,200,000.00	\$ 1,200,000.00
0126	Sump Pumps	LS	1	\$ 60,000.00	\$ 60,000.00	0	\$ -	\$ -	1	\$ 60,000.00	\$ 60,000.00
0127	Trash Racks and Miscellaneous Metals	LS	1	\$ 320,000.00	\$ 320,000.00	0	\$ -	\$ -	1	\$ 320,000.00	\$ 320,000.00
0128	Sluice Gates and Wall Thimbles	LS	1	\$ 250,000.00	\$ 250,000.00	0	\$ -	\$ -	1	\$ 250,000.00	\$ 250,000.00
0129	Generator Building - Structural and Architectural	LS	1	\$ 550,000.00	\$ 550,000.00	0	\$ -	\$ -	1	\$ 550,000.00	\$ 550,000.00
0130	Gatewell Structural	LS	1	\$ 870,000.00	\$ 870,000.00	0	\$ -	\$ -	1	\$ 870,000.00	\$ 870,000.00
0131	Gatewell - Miscellaneous Metals	LS	1	\$ 100,000.00	\$ 100,000.00	0	\$ -	\$ -	1	\$ 100,000.00	\$ 100,000.00
0132	Sheetpiling (Pump Station)	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	0	\$ -	\$ -	1	\$ 1,200,000.00	\$ 1,200,000.00
0133	Health and Safety	LS	1	\$ 165,000.00	\$ 165,000.00	0	\$ -	\$ -	1	\$ 165,000.00	\$ 165,000.00
0134	Diesel Generator	LS	1	\$ 385,000.00	\$ 385,000.00	0	\$ -	\$ -	1	\$ 385,000.00	\$ 385,000.00
0135	Switchboard SWBDA, Motor Control Center MCLA, Automatic Transfer Switch, Panel HP1	LS	1	\$ 280,000.00	\$ 280,000.00	0	\$ -	\$ -	1	\$ 280,000.00	\$ 280,000.00

WP-42A.1/A.3

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

Change Order 3 Unit Price Schedule

DATE: 11/12/2015



WP-42A.1/A.3 - 4th Street Pump Station and Gatewell - 2nd Street Floodwall South											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-02)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0136	Electrical-Interior	LS	1	\$ 105,000.00	\$ 105,000.00	0	\$ -	\$ -	1	\$ 105,000.00	\$ 105,000.00
0137	Electrical- Exterior	LS	1	\$ 155,000.00	\$ 155,000.00	0	\$ (16,933.35)	\$ (16,933.35)	1	\$ 138,066.65	\$ 138,066.65
0138	Instrumentation and Controls	LS	1	\$ 25,000.00	\$ 25,000.00	0	\$ -	\$ -	1	\$ 25,000.00	\$ 25,000.00
0139	Programming	LS	1	\$ 4,300.00	\$ 4,300.00	0	\$ -	\$ -	1	\$ 4,300.00	\$ 4,300.00
0140	HVAC – General	LS	1	\$ 20,000.00	\$ 20,000.00	0	\$ -	\$ -	1	\$ 20,000.00	\$ 20,000.00
0141	Plumbing General	LS	1	\$ 9,570.00	\$ 9,570.00	0	\$ -	\$ -	1	\$ 9,570.00	\$ 9,570.00
0142	Generator Accessories, Fuel Storage and Fuel System	LS	1	\$ 156,200.00	\$ 156,200.00	0	\$ -	\$ -	1	\$ 156,200.00	\$ 156,200.00
0143	Plug Pipe 30" Dia.	EA	1	\$ 860.00	\$ 860.00	0	\$ -	\$ -	1	\$ 860.00	\$ 860.00
0144	F&I Curb & Gutter Standard (Type I)	LF	281	\$ 43.00	\$ 12,083.00	0	\$ -	\$ -	281	\$ 43.00	\$ 12,083.00
0145	F&I Grooved Plastic Film 8" Wide	LF	224	\$ 13.00	\$ 2,912.00	0	\$ -	\$ -	224	\$ 13.00	\$ 2,912.00
0146	F&I Pipe 15" Dia Reinf Conc	LF	18	\$ 82.31	\$ 1,481.58	0	\$ -	\$ -	18	\$ 82.31	\$ 1,481.58
0147	Warming House Electrical Service	LS	1	\$ 49,834.89	\$ 49,834.89	0	\$ -	\$ -	1	\$ 49,834.89	\$ 49,834.89
0148	Bore 36" Pipe	LS	1	\$ 80,566.24	\$ 80,566.24	0	\$ -	\$ -	1	\$ 80,566.24	\$ 80,566.24
0149	Plug Pipe 6" Dia	EA	3	\$ 439.69	\$ 1,319.07	0	\$ -	\$ -	3	\$ 439.69	\$ 1,319.07
0150	F&I Flared End Section 48" Dia Reinf Conc	EA	1	\$ 5,119.28	\$ 5,119.28	0	\$ -	\$ -	1	\$ 5,119.28	\$ 5,119.28
0151	Connect Water Service	EA	2	\$ 2,643.38	\$ 5,286.76	0	\$ -	\$ -	2	\$ 2,643.38	\$ 5,286.76
0152	F&I Pipe 1" Dia Copper	LF	124	\$ 49.35	\$ 6,119.40	0	\$ -	\$ -	124	\$ 49.35	\$ 6,119.40
0153	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	80	\$ 193.20	\$ 15,456.00	0	\$ -	\$ -	80	\$ 193.20	\$ 15,456.00
0154	Special Order Asbestos Fittings	EA	1	\$ 5,484.57	\$ 5,484.57	0	\$ -	\$ -	1	\$ 5,484.57	\$ 5,484.57
0155	Unknown Structures	LS	1	\$ 87,262.68	\$ 87,262.68	0	\$ -	\$ -	1	\$ 87,262.68	\$ 87,262.68
0156	CO-01 Field Changes	LS	1	\$ 14,998.89	\$ 14,998.89	0	\$ -	\$ -	1	\$ 14,998.89	\$ 14,998.89
0157	CO-02 Misc Requirements	LS	1	\$ 15,394.85	\$ 15,394.85	0	\$ -	\$ -	1	\$ 15,394.85	\$ 15,394.85
0158	Fargo Highrise Work	LS	-	\$ -	\$ -	1	\$ 6,362.42	\$ 6,362.42	1	\$ 6,362.42	\$ 6,362.42
42A.1/A.3 - TOTAL AMOUNT			CURRENT BUDGET		\$ 17,806,634.56	NET CHANGE		\$ (10,570.93)	NEW BUDGET		\$ 17,796,063.63



BID PROPOSAL

Date: 9-30-2015

Project: Fargo – 4th St. Pump Station - Primary power feeder re-route and duct bank

ITEM 1 - DEDUCT OF ORIGINAL ROUTE \$ 16,127

- Single 4" PVC from end to end in concrete duct bank across level ground
- Material – PVC conduit, concrete, rebar (9 yds, 300' trough)
- Equipment time
- Labor – 200 hrs
- Relatively flat grade, all dirt

ITEM 2 - ADDITION OF ROUTE FROM 4TH ST \$ 27,410

- 2 – 5" conduits, PVC with rigid elbows, rigid elbows required by the utility also require grounding with 4/0 bare copper, across sloping ground
- Material – conduit (PVC/RMC elbows), wire, grounding clamps, concrete, rebar (14 yds, 230' trough)
- Equipment time
- Labor – 280 hrs – additional from item 1 includes forming for slope, grounding, swale work
- Through a drainage swale and across a concrete trough (cut and replace)



Red Path (original) – 300' estimated : Yellow Path (proposed) – 230' estimated



Exclusions:

- i. Landscaping, retaining walls, erosion control, seeding
- ii. Work must be approved by October 12, 2015 to allow for scheduling and concrete work before frozen ground

ALL PRICES INCLUDE TAX

A handwritten signature in black ink, appearing to read "Peter Letvin", with a long horizontal flourish extending to the right.

Peter Letvin

Fusion Automation, Inc.
622 S 15th St.
Grand Forks, ND 58201

o: 701-757-0852
f: 701-757-0906
c: 701-430-2041

Dakota Fence®



FARGO, ND
BISMARCK, ND
MINOT, ND
WILLISTON, ND

1110 25TH Ave N • P.O. Box 1408 • Fargo, ND 58107-1408
800-726-4064 • Office 701-237-6181 • Fax 701-293-7811
E-mail: sales@dakotafence.com Website: www.dakotafence.com
Equal Opportunity Employer

Attention: Jon

PROPOSAL SUBMITTED TO I.C.S.	PHONE 701-775-8480	DATE October 21, 2015
STREET PO Box 1358	JOB NAME	
CITY, STATE AND ZIP CODE Grand Forks, ND 58208	JOB LOCATION High Rise	

We hereby submit specifications and estimates for:

We propose to furnish all materials, labor, and equipment necessary to install/reinstall 128' of 6'ht cedar fence figuring 50' of new fence.

Total Complete \$3,473.00

Price is based on work being completed during normal construction season (no frost/no snow).

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
As per above _____ dollars (\$ _____).

Terms of Payment to be made as follows: Upon Completion

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from any and all claims or damages arising directly or indirectly from any failure to erect fence, guardrail or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death. Purchasers agree that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. Purchaser agrees to be responsible for removal of posthole soil or Dakota Fence shall dispose of posthole soil for an additional charge. All work to be completed according to standard industry practices. Purchaser agrees that any alteration or deviation from the above prices or specifications requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal, which may include an additional charge. This proposal contingent upon strikes, accidents or delays beyond Dakota fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. Unless objected by Purchaser, Dakota Fence shall place a lawn sign on the property for the duration of Dakota Fence's work.

Dakota Fence

By: Doug Brainerd
Doug Brainerd

This Proposal may be withdrawn by Dakota Fence within 7 days.

Purchaser

Purchaser Name: _____

By: _____

Print Name _____

Its: _____

Date of Acceptance _____



PROPOSAL

FUSION FLAGPOLE QUOTE DETAIL

MATERIALS	\$1,776.20		
6" Schedule 40 pipe		16	LF
XHHW wire		130	LF
12-2 UF cable		30	LF
3/4" Schedule 40 pipe		10	LF
6X6X4 Nema 3R boxes		2	Each
Single gang bell boxes		2	Each
Lights		2	Each
LABOR	\$600.00		
3 laborers @ 4 hrs each		12	Hour
Total	\$2,376.20		



CONSTRUCTION COMPANY

OppConstruction.com

Offices:
Grand Forks, ND
Fargo, ND

P.O. Box 2871 • Fargo, ND 58108 • Phone 701-281-1212 • Fax 701-277-8005

Change Order Proposal

Project:	4th Street Pump Station and Gatewell and 2nd Street Flood Wall South
Description:	Additional work at flag pole in northeast lot

Date:	September 15, 2015
Change Order Proposal No.	2

General Contractor	ICS Inc.
Address:	PO Box 13158 Grand Forks, ND 58208-3158
Phone:	701-775-8480
Fax:	701-775-8479

Project Superintendent	David Nelson
Project Coordinator	Lance Strum
Opp Job No.	14-F1-642

Item No.	Description	Quantity	Unit	Unit Price	Total	Additional Time Required (Days)
1	<u>Add to contract amount</u> - Additional work associated with concrete flag pole and bollards in parking lot pavement.	1.0	L.Sum	\$ 210.25	\$ 210.25	-

Total Additional Cost 210.25
Total Additional Days -

Additional work inclusive of the following items and approximate quantities.

- Additional labor to chip existing concrete off flag pole base.(Approx .5 MH)
- Additional labor required to pour and finish concrete around two steel pipe bollards and one flag pole.(Approx. 2.1 MH)
- Additional Concrete material for thickened concrete base at flag pole(Approx. .33 CY)

Respectfully Submitted,

Lance Strum
Project Manager
Opp Construction

BUILD WITH THE BEST

"An Equal Opportunity Employer"

2010 national 1st place safety excellence award winner



Technical Staff Recommendation

Meeting Date: 11/9/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommend approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate (\$)
Industrial Builders, Inc.	
<i>Change Order #3</i>	96,806.17
<ul style="list-style-type: none"> WP-42F.1S Flood Control, 2nd St N, South of Pump Station – Change water main size, paint traffic signal poles, revise traffic control plan, and adjust Interim Milestone A scope 	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	\$16,184,905.85	\$0.00	\$16,184,905.85	08-Oct-15	15-Jun-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	\$0.00	\$16,184,905.85	\$16,184,905.85	08-Oct-15	15-Jul-17	Adds 30 days to the Contract Time, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work
Change Order No. 2	\$169,490.20	\$16,184,905.85	\$16,354,396.05	08-Oct-15	15-Jul-17	Incorporates Work revisions to allow work around utility lines
Change Order No. 3	\$96,806.17	\$16,354,396.05	\$16,451,202.22	08-Oct-15	15-Jul-17	Water main, traffic poles, traffic control plan, Milestone A scope

DISCUSSION

1. Change Order No. 3 incorporates various scope adjustments totaling an increase of \$96,806.17 to the Contract Price and deletion of one completion item from Interim Milestone A work scope. The Change Order consists of the following items:
 - a. **Increase water main size from 8” to 10”** – This change accommodates City of Fargo direction to provide a 10” water main instead of the as-designed 8” water main. Change Order deletes all quantities for 8” PVC pipe and associated valves, adds new quantities and unit rates for 10” PVC pipe and associated valves, and increases the quantity of ductile iron watermain fittings. See attached pricing from Contractor. Total increase is **\$45,466.15**. HMG and CH2M have reviewed this pricing and find it reasonable.

- b. **Paint traffic signal poles** – Project design specifies that City of Fargo will furnish traffic signal poles. City of Fargo traffic engineer stated that nine (9) refurbished poles are available for Contractor to install but they must be repainted. Contractor proposed a unit rate of \$4,235.00/each for a total increase of **\$38,115.00**. This amount is less than anticipated by the City of Fargo traffic engineer (approximately \$50,000 to \$60,000). HMG and CH2M have reviewed this pricing and find it reasonable.
- c. **Revise traffic control plan** – This change revises the as-designed traffic control plan according to new sheets C-100-7 thru C-100-9 provided by HMG, as directed by City of Fargo traffic engineer. Total increase of **\$13,225.02**. HMG and CH2M have reviewed this pricing and find it reasonable.
- d. **Modify Interim Milestone A** – This change removes the sanitary sewer force main and water main from Interim Milestone A. This work was inadvertently left as a requirement when the rest of the milestone was adjusted by Change Order 1. HMG and the City rep did not previously expect that IBI could reasonably accomplish it this year. Therefore, CH2M recommends removing it to eliminate an unnecessary risk to the Contractor.

ATTACHMENT(S):

- 1. Draft Change Order No. 3
- 2. Contractor Change Proposals for water main, painting traffic poles, and traffic control revisions

Submitted by:



 Bruce J. Spiller, P.E.
 CH2M HILL
 Project Manager
 Metro Flood Diversion Project

09-NOV-2015

 Date

 Keith Berndt, Cass County Administrator
 Concur: 10-NOV-2015 Non-Concur: _____

 April Walker, Fargo City Engineer
 Concur: 10-NOV-2015 Non-Concur _____

 Mark Bittner, Fargo Director of Engineering
 Concur: 10-NOV-2015 Non-Concur: _____

 Jason Benson, Cass County Engineer
 Concur: 10-NOV-2015 Non-Concur _____

 David Overbo, Clay County Engineer
 Concur: 10-NOV-2015 Non-Concur: _____

 Robert Zimmerman, Moorhead City Engineer
 Concur: 10-NOV-2015 Non-Concur _____



Change Order No. 03

Date of Issuance:	<u>11/12/2015</u>	Effective Date:	<u>11/12/2015</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42F.1S</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>Industrial Builders, Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42F.1S</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>Flood Control, 2nd Street North, South of Pump Station</u>

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

Description:

1. WATER MAIN
 - a. Incorporate costs for changing size of water main from 8" PVC to 10" PVC including associated fittings and valves. See attached Change Order 3 Unit Price Schedule dated 11/12/15 for modifications to line items 0049, 0051, 0054, and 0060, and addition of new line items 0216, 0217, and 0218.
 - b. Replace 23 existing drawing sheets with attached revised sheets dated 11/12/15.
2. PAINT TRAFFIC SIGNAL POLES
 - a. Incorporate costs to paint refurbished traffic signal poles provided by City of Fargo by adding line item 0219, *Paint Traffic Signal Poles* as shown in the attached Change Order 3 Unit Price Schedule dated 11/12/15.
3. TRAFFIC CONTROL REVISIONS AND CONCRETE BARRIERS FOR XCEL LINES
 - a. Incorporate costs to implement changes to the traffic control plan per Engineer revisions to sheets C-100-7 thru C-100-9 by adding line item 0220, *Traffic Control Revisions and Concrete Barriers for Xcel Lines* as shown in the attached Change Order 3 Unit Price Schedule dated 11/12/15.
 - b. Replace traffic control drawing sheets C-100-7 thru C-100-9 with attached revised sheets C-100-7 thru C-100-9 dated 9/15/15.
4. INTERIM MILESTONE A
 - a. Remove sanitary sewer force main and water main from the Interim Milestone A scope by deleting Agreement paragraph 4.03.1.a.1.iii.

Attachments:

- Change Order 3 Unit Price Schedule dated 11/12/15
- Drawings for water main and traffic control revisions dated 11/12/15 and 9/15/15

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 16,184,905.85	Original Contract Times: Interim Milestone A: <u>November 30, 2015</u> Substantial Completion: <u>October 1, 2016</u> Ready for Final Payment: <u>June 15, 2017</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>02</u> : 169,490.20	[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> : Interim Milestone A: <u>30 days</u> Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u>
Contract Price prior to this Change Order: 16,354,396.05	Contract Times prior to this Change Order: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: <u>July 15, 2017</u>
[Increase] [Decrease] of this Change Order: 96,806.17	[Increase] [Decrease] of this Change Order: <p style="text-align: right;">N/A</p>
Contract Price incorporating this Change Order: 16,451,202.22	Contract Times with all approved Change Orders: Interim Milestone A: <u>December 30, 2015</u> Substantial Completion: <u>October 31, 2016</u> Ready for Final Payment: <u>July 15, 2017</u>

<p>RECOMMENDED:</p> <p>By: _____ Owner's Representative (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>
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WP-42F.1S
2nd Street/Downtown Area - In-Town Levees

Change Order 3 Unit Price Schedule
 DATE: 11/12/2015



WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Remove Sanitary Manhole	EA	15	2,000.00	\$ 30,000.00			\$ -	15	2,000.00	\$ 30,000.00
0002	Remove Sanitary Lift Station	LS	1	23,000.00	\$ 23,000.00			\$ -	1	23,000.00	\$ 23,000.00
0003	Remove 10x10 Clay Filled Regulator Pit	EA	1	16,000.00	\$ 16,000.00			\$ -	1	16,000.00	\$ 16,000.00
0004	Remove 12x10 Sanitary Junction Vault	EA	1	14,000.00	\$ 14,000.00			\$ -	1	14,000.00	\$ 14,000.00
0005	F&I Sanitary Manhole 4' Dia Reinf Conc	EA	12	5,800.00	\$ 69,600.00			\$ -	12	5,800.00	\$ 69,600.00
0006	F&I Sanitary Manhole w/Ext Drop 4' Dia Reinf Conc	EA	3	7,100.00	\$ 21,300.00			\$ -	3	7,100.00	\$ 21,300.00
0007	F&I Sanitary Manhole SS-1	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0008	F&I Sanitary Manhole SS-8	EA	1	18,000.00	\$ 18,000.00			\$ -	1	18,000.00	\$ 18,000.00
0009	F&I Sanitary Manhole Type E Reinf Conc	EA	3	25,500.00	\$ 76,500.00			\$ -	3	25,500.00	\$ 76,500.00
0010	F&I 2-Way Cleanout	EA	1	3,000.00	\$ 3,000.00			\$ -	1	3,000.00	\$ 3,000.00
0011	F&I Casting - Floating Manhole	EA	1	1,800.00	\$ 1,800.00			\$ -	1	1,800.00	\$ 1,800.00
0012	Connect Sanitary Pipe to Exist Pipe	EA	1	2,500.00	\$ 2,500.00			\$ -	1	2,500.00	\$ 2,500.00
0013	F&I Insulation 2" Thick	SY	425	20.00	\$ 8,500.00			\$ -	425	20.00	\$ 8,500.00
0014	F&I Sanitary Pipe Sch 40 - 4" Dia PVC	LF	21	200.00	\$ 4,200.00			\$ -	21	200.00	\$ 4,200.00
0015	F&I Sanitary Pipe SDR 26 - 6" Dia PVC	LF	42	120.00	\$ 5,040.00			\$ -	42	120.00	\$ 5,040.00
0016	F&I Sanitary Pipe SDR 26 - 12" Dia PVC	LF	185	206.00	\$ 38,110.00			\$ -	185	206.00	\$ 38,110.00
0017	F&I Sanitary Pipe SDR 26 - 18" Dia PVC	LF	157	180.00	\$ 28,260.00			\$ -	157	180.00	\$ 28,260.00
0018	F&I Sanitary Pipe SDR 26 - 36" Dia PVC	LF	38	350.00	\$ 13,300.00			\$ -	38	350.00	\$ 13,300.00
0019	F&I Sanitary Pipe w/GB Sch 40 - 4" Dia PVC	LF	38	275.00	\$ 10,450.00			\$ -	38	275.00	\$ 10,450.00
0020	F&I Sanitary Pipe w/GB SDR 26 - 6" Dia PVC	LF	82	261.00	\$ 21,402.00			\$ -	82	261.00	\$ 21,402.00
0021	F&I Sanitary Pipe w/GB SDR 26 - 12" Dia PVC	LF	865	470.00	\$ 406,550.00			\$ -	865	470.00	\$ 406,550.00
0022	F&I Sanitary Pipe w/GB SDR 35 - 12" Dia PVC	LF	49	300.00	\$ 14,700.00			\$ -	49	300.00	\$ 14,700.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0023	F&I Sanitary Pipe w/GB SDR 26 - 15" Dia PVC	LF	95	290.00	\$ 27,550.00			\$ -	95	290.00	\$ 27,550.00
0024	F&I Sanitary Pipe w/GB SDR 35 - 15" Dia PVC	LF	6	415.00	\$ 2,490.00			\$ -	6	415.00	\$ 2,490.00
0025	F&I Sanitary Pipe w/GB SDR 26 - 18" Dia PVC	LF	529	420.00	\$ 222,180.00			\$ -	529	420.00	\$ 222,180.00
0026	F&I Sanitary Pipe w/GB SDR 26 - 36" Dia PVC	LF	30	810.00	\$ 24,300.00			\$ -	30	810.00	\$ 24,300.00
0027	F&I DI Fittings-Sanitary Force Main	LB	11965	7.00	\$ 83,755.00			\$ -	11965	7.00	\$ 83,755.00
0028	F&I Sanitary Valve 8" Dia-Plug Valve	EA	1	4,300.00	\$ 4,300.00			\$ -	1	4,300.00	\$ 4,300.00
0029	F&I Sanitary Valve 16" Dia-Plug Valve	EA	1	9,000.00	\$ 9,000.00			\$ -	1	9,000.00	\$ 9,000.00
0030	F&I Sanitary Valve 24" Dia-Plug Valve	EA	1	27,000.00	\$ 27,000.00			\$ -	1	27,000.00	\$ 27,000.00
0031	F&I Sanitary Valve 30" Dia-Plug Valve	EA	1	41,000.00	\$ 41,000.00			\$ -	1	41,000.00	\$ 41,000.00
0032	F&I Pipe w/GB Class 53-8" Dia DIP (Protecto 401)	LF	10	355.00	\$ 3,550.00			\$ -	10	355.00	\$ 3,550.00
0033	F&I Sanitary Pipe w/GB DR 25 - 16" Dia PVC	LF	310	330.00	\$ 102,300.00			\$ -	310	330.00	\$ 102,300.00
0034	F&I Sanitary Pipe w/GB DR 25 - 24" Dia PVC	LF	125	500.00	\$ 62,500.00			\$ -	125	500.00	\$ 62,500.00
0035	F&I Sanitary Pipe w/GB DR 25 - 30" Dia PVC	LF	795	400.00	\$ 318,000.00			\$ -	795	400.00	\$ 318,000.00
0036	Remove Sanitary Pipe All Sizes All Types	LF	2249	\$ 15.00	\$ 33,735.00			\$ -	2249	\$ 15.00	\$ 33,735.00
0037	Plug Sanitary Pipe 10" Diameter	EA	3	\$ 1,150.00	\$ 3,450.00			\$ -	3	\$ 1,150.00	\$ 3,450.00
0038	Plug Sanitary Pipe 12" Diameter	EA	6	\$ 1,270.00	\$ 7,620.00			\$ -	6	\$ 1,270.00	\$ 7,620.00
0039	Plug Sanitary Pipe 16" Diameter	EA	1	\$ 1,465.00	\$ 1,465.00			\$ -	1	\$ 1,465.00	\$ 1,465.00
0040	Plug Sanitary Pipe 18" Diameter	EA	3	\$ 1,660.00	\$ 4,980.00			\$ -	3	\$ 1,660.00	\$ 4,980.00
0041	Abandon Sanitary Manhole	EA	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0042	F&I Emergency Overflow Manhole Equipment	LS	1	\$ 15,200.00	\$ 15,200.00			\$ -	1	\$ 15,200.00	\$ 15,200.00
0043	F&I 5" Hydrant	EA	5	\$ 4,600.00	\$ 23,000.00			\$ -	5	\$ 4,600.00	\$ 23,000.00
0044	Remove Hydrant	EA	4	\$ 1,000.00	\$ 4,000.00			\$ -	4	\$ 1,000.00	\$ 4,000.00
0045	F&I Insulation 4" Thick	SY	10	\$ 72.00	\$ 720.00			\$ -	10	\$ 72.00	\$ 720.00
0046	Connect Water Service	EA	2	\$ 900.00	\$ 1,800.00			\$ -	2	\$ 900.00	\$ 1,800.00
0047	F&I Watermain Pipe C900 DR 18 - 4" Dia PVC	LF	21	\$ 70.00	\$ 1,470.00			\$ -	21	\$ 70.00	\$ 1,470.00
0048	F&I Watermain Pipe C900 DR 18 - 6" Dia PVC	LF	95	\$ 55.00	\$ 5,225.00			\$ -	95	\$ 55.00	\$ 5,225.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0049	F&I Watermain Pipe C900 DR 18 - 8" Dia PVC	LF	985	\$ 44.00	\$ 43,340.00	(792)	\$ -	\$ (34,848.00)	193	\$ 44.00	\$ 8,492.00
0050	F&I Watermain Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	22	\$ 183.00	\$ 4,026.00			\$ -	22	\$ 183.00	\$ 4,026.00
0051	F&I Watermain Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1015	\$ 185.00	\$ 187,775.00	(682)	\$ -	\$ (126,170.00)	333	\$ 185.00	\$ 61,605.00
0052	F&I Gate Valve 4" Dia	EA	1	\$ 1,350.00	\$ 1,350.00			\$ -	1	\$ 1,350.00	\$ 1,350.00
0053	F&I Gate Valve 6" Dia	EA	10	\$ 1,750.00	\$ 17,500.00			\$ -	10	\$ 1,750.00	\$ 17,500.00
0054	F&I Gate Valve 8" Dia	EA	5	\$ 2,370.00	\$ 11,850.00	(4)	\$ -	\$ (9,480.00)	1	\$ 2,370.00	\$ 2,370.00
0055	F&I Watermain Pipe 1" Dia Copper	LF	39	\$ 75.00	\$ 2,925.00			\$ -	39	\$ 75.00	\$ 2,925.00
0056	F&I Watermain Pipe w/GB 1" Dia Copper	LF	84	\$ 180.00	\$ 15,120.00			\$ -	84	\$ 180.00	\$ 15,120.00
0057	Remove Watermain Pipe All Sizes All Types	LF	1765	\$ 17.00	\$ 30,005.00			\$ -	1765	\$ 17.00	\$ 30,005.00
0058	Temporary Water Service (Howard Johnson Hotel)	LS	1	\$ 28,000.00	\$ 28,000.00			\$ -	1	\$ 28,000.00	\$ 28,000.00
0059	Plug Watermain Pipe 6" Dia	EA	4	\$ 900.00	\$ 3,600.00			\$ -	4	\$ 900.00	\$ 3,600.00
0060	F&I Watermain Fittings Ductile Iron	LBS	5145	\$ 7.15	\$ 36,786.75	1405	\$ 1.36	\$ 18,953.75	6550	\$ 8.51	\$ 55,740.50
0061	F&I Storm Manhole 4' Dia Reinf Conc	EA	5	\$ 2,675.00	\$ 13,375.00			\$ -	5	\$ 2,675.00	\$ 13,375.00
0062	F&I Storm Manhole 7' Dia Reinf Conc	EA	3	\$ 15,300.00	\$ 45,900.00			\$ -	3	\$ 15,300.00	\$ 45,900.00
0063	F&I Storm Manhole 8.1	EA	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0064	F&I Storm Manhole 8' Dia Reinf Conc	EA	3	\$ 16,700.00	\$ 50,100.00			\$ -	3	\$ 16,700.00	\$ 50,100.00
0065	F&I Storm Manhole Type E Reinf Conc	EA	8	\$ 54,000.00	\$ 432,000.00			\$ -	8	\$ 54,000.00	\$ 432,000.00
0066	F&I Storm Manhole ST-2 Special Manhole	EA	1	\$ 2,465.00	\$ 2,465.00			\$ -	1	\$ 2,465.00	\$ 2,465.00
0067	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4	\$ 2,365.00	\$ 9,460.00			\$ -	4	\$ 2,365.00	\$ 9,460.00
0068	F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0069	Raise Storm Sewer Structure	EA	2	\$ 3,530.00	\$ 7,060.00			\$ -	2	\$ 3,530.00	\$ 7,060.00
0070	F&I Inlet - Single Box (SBI) Reinf Conc	EA	9	\$ 2,000.00	\$ 18,000.00			\$ -	9	\$ 2,000.00	\$ 18,000.00
0071	F&I Inlet - Triple Box Reinf Conc	EA	2	\$ 5,900.00	\$ 11,800.00			\$ -	2	\$ 5,900.00	\$ 11,800.00
0072	F&I Inlet - Bridge Drain	EA	1	\$ 5,500.00	\$ 5,500.00			\$ -	1	\$ 5,500.00	\$ 5,500.00
0073	F&I Storm Manhole Type E Crossing Chamber	EA	1	\$ 11,000.00	\$ 11,000.00			\$ -	1	\$ 11,000.00	\$ 11,000.00
0074	Connect Storm Pipe to Exist Structure	EA	2	\$ 17,000.00	\$ 34,000.00			\$ -	2	\$ 17,000.00	\$ 34,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0075	Connect Storm Pipe to Exist Pipe	EA	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0076	Remove Storm Manhole	EA	8	\$ 900.00	\$ 7,200.00			\$ -	8	\$ 900.00	\$ 7,200.00
0077	Remove Storm Inlet	EA	22	\$ 1,200.00	\$ 26,400.00			\$ -	22	\$ 1,200.00	\$ 26,400.00
0078	Remove Existing Storm Lift Station	LS	1	\$ 48,000.00	\$ 48,000.00			\$ -	1	\$ 48,000.00	\$ 48,000.00
0079	Riprap (Outlet)	CY	695	\$ 180.00	\$ 125,100.00			\$ -	695	\$ 180.00	\$ 125,100.00
0080	Remove Storm Pipe All Sizes All Types	LF	2283	\$ 17.00	\$ 38,811.00			\$ -	2283	\$ 17.00	\$ 38,811.00
0081	F&I Flared End Section 12" Dia Corr Steel	EA	1	\$ 272.00	\$ 272.00			\$ -	1	\$ 272.00	\$ 272.00
0082	Box Culvert End Section with Grate	EA	1	\$ 160,000.00	\$ 160,000.00			\$ -	1	\$ 160,000.00	\$ 160,000.00
0083	Plug Storm Pipe 4" thru 12" Dia	EA	2	\$ 1,600.00	\$ 3,200.00			\$ -	2	\$ 1,600.00	\$ 3,200.00
0084	Plug Storm Pipe 14" thru 24" Dia	EA	1	\$ 1,980.00	\$ 1,980.00			\$ -	1	\$ 1,980.00	\$ 1,980.00
0085	Plug Storm Pipe 42" thru 54" Dia	EA	2	\$ 3,000.00	\$ 6,000.00			\$ -	2	\$ 3,000.00	\$ 6,000.00
0086	F&I Storm Pipe 12" Dia Reinf Conc	LF	25	\$ 64.00	\$ 1,600.00			\$ -	25	\$ 64.00	\$ 1,600.00
0087	F&I Storm Pipe 15" Dia Reinf Conc	LF	49	\$ 64.00	\$ 3,136.00			\$ -	49	\$ 64.00	\$ 3,136.00
0088	F&I Storm Pipe 18" Dia Reinf Conc	LF	182	\$ 66.00	\$ 12,012.00			\$ -	182	\$ 66.00	\$ 12,012.00
0089	F&I Storm Pipe 24" Dia Reinf Conc	LF	70	\$ 77.00	\$ 5,390.00			\$ -	70	\$ 77.00	\$ 5,390.00
0090	F&I Storm Pipe 48" Dia Reinf Conc	LF	47	\$ 177.00	\$ 8,319.00			\$ -	47	\$ 177.00	\$ 8,319.00
0091	F&I Storm Pipe 54" Dia Reinf Conc	LF	22	\$ 222.00	\$ 4,884.00			\$ -	22	\$ 222.00	\$ 4,884.00
0092	F&I Storm Box Culvert 6'x6' Wide Reinf Conc Cast In Place	LF	100	\$ 2,400.00	\$ 240,000.00			\$ -	100	\$ 2,400.00	\$ 240,000.00
0093	F&I Storm Pipe 12" Dia PVC	LF	223	\$ 60.00	\$ 13,380.00			\$ -	223	\$ 60.00	\$ 13,380.00
0094	F&I Storm Pipe w/GB 12" Dia Reinf Conc	LF	42	\$ 190.00	\$ 7,980.00			\$ -	42	\$ 190.00	\$ 7,980.00
0095	F&I Storm Pipe w/GB 15" Dia Reinf Conc	LF	123	\$ 190.00	\$ 23,370.00			\$ -	123	\$ 190.00	\$ 23,370.00
0096	F&I Storm Pipe w/GB 18" Dia Reinf Conc	LF	167	\$ 192.00	\$ 32,064.00			\$ -	167	\$ 192.00	\$ 32,064.00
0097	F&I Storm Pipe w/GB 24" Dia Reinf Conc	LF	424	\$ 204.00	\$ 86,496.00			\$ -	424	\$ 204.00	\$ 86,496.00
0098	F&I Storm Pipe w/GB 48" Dia Reinf Conc	LF	155	\$ 575.00	\$ 89,125.00			\$ -	155	\$ 575.00	\$ 89,125.00
0099	F&I Storm Pipe w/GB 54" Dia Reinf Conc	LF	598	\$ 710.00	\$ 424,580.00			\$ -	598	\$ 710.00	\$ 424,580.00
0100	F&I Storm Pipe w/GB 60" Dia Reinf Conc	LF	10	\$ 785.00	\$ 7,850.00			\$ -	10	\$ 785.00	\$ 7,850.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0101	F&I Storm Box Culvert w/GB 6'x6' Wide Reinf Conc Precast	LF	658	\$ 1,440.00	\$ 947,520.00			\$ -	658	\$ 1,440.00	\$ 947,520.00
0102	Remove Pavement All Thicknesses All Types	SY	24159	\$ 5.00	\$ 120,795.00			\$ -	24159	\$ 5.00	\$ 120,795.00
0103	Remove Sidewalk All Thicknesses All Types	SY	5375	\$ 4.00	\$ 21,500.00			\$ -	5375	\$ 4.00	\$ 21,500.00
0104	Excavation (Roadway)	CY	906	\$ 4.00	\$ 3,624.00			\$ -	906	\$ 4.00	\$ 3,624.00
0105	Fill - Import (Roadway)	CY	3910	\$ 15.00	\$ 58,650.00			\$ -	3910	\$ 15.00	\$ 58,650.00
0106	Subgrade Preparation	SY	12740	\$ 0.70	\$ 8,918.00			\$ -	12740	\$ 0.70	\$ 8,918.00
0107	F&I Woven Geotextile	SY	12740	\$ 2.00	\$ 25,480.00			\$ -	12740	\$ 2.00	\$ 25,480.00
0108	F&I Class 5 Agg - 6" Thick	SY	2521	\$ 10.00	\$ 25,210.00			\$ -	2521	\$ 10.00	\$ 25,210.00
0109	F&I Class 5 Agg - 8" Thick	SY	1593	\$ 11.00	\$ 17,523.00			\$ -	1593	\$ 11.00	\$ 17,523.00
0110	F&I Class 5 Agg - 12" Thick	SY	8626	\$ 14.00	\$ 120,764.00			\$ -	8626	\$ 14.00	\$ 120,764.00
0111	F&I Edge Drain 4" Dia PVC	LF	3571	\$ 11.00	\$ 39,281.00			\$ -	3571	\$ 11.00	\$ 39,281.00
0112	F&I Curb & Gutter Standard (Type II)	LF	3888	\$ 36.00	\$ 139,968.00			\$ -	3888	\$ 36.00	\$ 139,968.00
0113	Remove Curb & Gutter	LF	4528	\$ 5.00	\$ 22,640.00			\$ -	4528	\$ 5.00	\$ 22,640.00
0114	F&I Pavement 9" Thick Doweled Conc	SY	7490	\$ 98.00	\$ 734,020.00			\$ -	7490	\$ 98.00	\$ 734,020.00
0115	F&I Crushed Conc - 6" Thick	SY	1063	\$ 12.00	\$ 12,756.00			\$ -	1063	\$ 12.00	\$ 12,756.00
0116	F&I Aggregate for Asph Pavement FAA 43	TON	1386	\$ 83.00	\$ 115,038.00			\$ -	1386	\$ 83.00	\$ 115,038.00
0117	F&I Asphalt Cement PG 58-28	GAL	11644	\$ 2.50	\$ 29,110.00			\$ -	11644	\$ 2.50	\$ 29,110.00
0118	F&I Asphalt Cement PG 58-34	GAL	8296	\$ 3.00	\$ 24,888.00			\$ -	8296	\$ 3.00	\$ 24,888.00
0119	F&I Median Nose - Conc	SY	23	\$ 112.00	\$ 2,576.00			\$ -	23	\$ 112.00	\$ 2,576.00
0120	F&I Sidewalk 4" Thick Reinf Conc	SY	3260	\$ 73.00	\$ 237,980.00			\$ -	3260	\$ 73.00	\$ 237,980.00
0121	F&I Sidewalk 6" Thick Reinf Conc	SY	2765	\$ 85.00	\$ 235,025.00			\$ -	2765	\$ 85.00	\$ 235,025.00
0122	Temp Construction Entrance	EA	4	\$ 3,500.00	\$ 14,000.00			\$ -	4	\$ 3,500.00	\$ 14,000.00
0123	F&I Impressioned 4" Thick Reinf Conc	SY	659	\$ 230.00	\$ 151,570.00			\$ -	659	\$ 230.00	\$ 151,570.00
0124	F&I Driveway 6" Thick Reinf Conc	SY	197	\$ 85.00	\$ 16,745.00			\$ -	197	\$ 85.00	\$ 16,745.00
0125	F&I Det Warn Panels Cast Iron	SF	316	\$ 62.00	\$ 19,592.00			\$ -	316	\$ 62.00	\$ 19,592.00
0126	F&I Sign Assembly	EA	26	\$ 260.00	\$ 6,760.00			\$ -	26	\$ 260.00	\$ 6,760.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0127	F&I Engineering Grade	SF	47	\$ 32.00	\$ 1,491.20			\$ -	47	\$ 32.00	\$ 1,491.20
0128	F&I Diamond Grade Cubed	SF	39	\$ 80.00	\$ 3,136.00			\$ -	39	\$ 80.00	\$ 3,136.00
0129	F&I High Intensity Prismatic	SF	49	\$ 74.00	\$ 3,648.20			\$ -	49	\$ 74.00	\$ 3,648.20
0130	F&I Flexible Delineator	EA	24	\$ 80.00	\$ 1,920.00			\$ -	24	\$ 80.00	\$ 1,920.00
0131	F&I Grooved Plastic Film Message	SF	352	\$ 31.50	\$ 11,088.00			\$ -	352	\$ 31.50	\$ 11,088.00
0132	F&I Grooved Plastic Film 4" Wide	LF	5737	\$ 5.20	\$ 29,832.40			\$ -	5737	\$ 5.20	\$ 29,832.40
0133	F&I Grooved Plastic Film 8" Wide	LF	1219	\$ 10.40	\$ 12,677.60			\$ -	1219	\$ 10.40	\$ 12,677.60
0134	F&I Grooved Contrast Film 7" Wide	LF	744	\$ 9.40	\$ 6,993.60			\$ -	744	\$ 9.40	\$ 6,993.60
0135	Paint Epoxy Line 4" Wide	LF	786	\$ 8.40	\$ 6,602.40			\$ -	786	\$ 8.40	\$ 6,602.40
0136	F&I Methacrylate 6" Wide	LF	1040	\$ 21.00	\$ 21,840.00			\$ -	1040	\$ 21.00	\$ 21,840.00
0137	F&I Methacrylate 16" Wide	LF	264	\$ 36.00	\$ 9,504.00			\$ -	264	\$ 36.00	\$ 9,504.00
0138	F&I Methacrylate 24" Wide	LF	56	\$ 53.00	\$ 2,968.00			\$ -	56	\$ 53.00	\$ 2,968.00
0139	Traffic Control - Type 2	LS	1	\$ 175,000.00	\$ 175,000.00			\$ -	1	\$ 175,000.00	\$ 175,000.00
0140	Obliterate Pavement Markings	SF	18	\$ 8.40	\$ 151.20			\$ -	18	\$ 8.40	\$ 151.20
0141	4" Special Concrete 1	SY	318	\$ 152.00	\$ 48,336.00			\$ -	318	\$ 152.00	\$ 48,336.00
0142	4" Special Concrete 3	SY	48	\$ 265.00	\$ 12,720.00			\$ -	48	\$ 265.00	\$ 12,720.00
0143	6" Special Concrete 1	SY	536	\$ 165.00	\$ 88,440.00			\$ -	536	\$ 165.00	\$ 88,440.00
0144	6" Special Concrete 2	SY	172	\$ 265.00	\$ 45,580.00			\$ -	172	\$ 265.00	\$ 45,580.00
0145	Sloped Planter Edge	LF	309	\$ 132.00	\$ 40,788.00			\$ -	309	\$ 132.00	\$ 40,788.00
0146	Rolled Planter Edge	LF	198	\$ 130.00	\$ 25,740.00			\$ -	198	\$ 130.00	\$ 25,740.00
0147	Mobilization	LS	1	\$ 744,700.00	\$ 744,700.00			\$ -	1	\$ 744,700.00	\$ 744,700.00
0148	Temp Fence - Safety	LF	1929	\$ 6.00	\$ 11,574.00			\$ -	1929	\$ 6.00	\$ 11,574.00
0149	F&I Chain Link Fence	LF	1124	\$ 16.00	\$ 17,984.00			\$ -	1124	\$ 16.00	\$ 17,984.00
0150	F&I Construction Entrance Gate	EA	4	\$ 600.00	\$ 2,400.00			\$ -	4	\$ 600.00	\$ 2,400.00
0151	Temp Pumping	LS	1	\$ 90,000.00	\$ 90,000.00			\$ -	1	\$ 90,000.00	\$ 90,000.00
0152	Clear & Grub	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0153	Remove Tree	EA	113	\$ 360.00	\$ 40,680.00			\$ -	113	\$ 360.00	\$ 40,680.00
0154	Silt Fence - Standard	LF	1368	\$ 2.70	\$ 3,693.60			\$ -	1368	\$ 2.70	\$ 3,693.60
0155	Floating Silt Fence	LF	149	\$ 27.00	\$ 4,023.00			\$ -	149	\$ 27.00	\$ 4,023.00
0156	Sediment Control Log 10" to 15" Dia	LF	1748	\$ 3.50	\$ 6,118.00			\$ -	1748	\$ 3.50	\$ 6,118.00
0157	Inlet Protection - New Inlet	EA	17	\$ 270.00	\$ 4,590.00			\$ -	17	\$ 270.00	\$ 4,590.00
0158	Inlet Protection - Existing Inlet	EA	16	\$ 160.00	\$ 2,560.00			\$ -	16	\$ 160.00	\$ 2,560.00
0159	Install Tree Grate	EA	4	\$ 2,625.00	\$ 10,500.00			\$ -	4	\$ 2,625.00	\$ 10,500.00
0160	Structural Soil Including Drain Tile	LS	1	\$ 25,000.00	\$ 25,000.00			\$ -	1	\$ 25,000.00	\$ 25,000.00
0161	Topsoil Import - Special Including Drain Tile	LS	1	\$ 22,000.00	\$ 22,000.00			\$ -	1	\$ 22,000.00	\$ 22,000.00
0162	Gateway Monument	EA	2	\$ 28,000.00	\$ 56,000.00			\$ -	2	\$ 28,000.00	\$ 56,000.00
0163	15' Cast Stone Bench	EA	3	\$ 9,000.00	\$ 27,000.00			\$ -	3	\$ 9,000.00	\$ 27,000.00
0164	30' Cast Stone Bench	EA	2	\$ 15,000.00	\$ 30,000.00			\$ -	2	\$ 15,000.00	\$ 30,000.00
0165	Street Lighting	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00
0166	Plaza Lighting	LS	1	\$ 9,000.00	\$ 9,000.00			\$ -	1	\$ 9,000.00	\$ 9,000.00
0167	Remove Fence with Brick Columns (Includes Case Plaza Sign)	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0168	Remove and Salvage City of Fargo Sign/Remove Landscaping	LS	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0169	Remove Outfall Including Adjacent Concrete Structures	EA	2	\$ 21,000.00	\$ 42,000.00			\$ -	2	\$ 21,000.00	\$ 42,000.00
0170	Remove Crosswalk Pavement Markings and Signal from NP Avenue	LS	1	\$ 2,000.00	\$ 2,000.00			\$ -	1	\$ 2,000.00	\$ 2,000.00
0171	Remove and Salvage Parking Lot Concrete Stops	EA	120	\$ 60.00	\$ 7,200.00			\$ -	120	\$ 60.00	\$ 7,200.00
0172	Remove Landscaped Area (Howard Johnson Hotel)	LS	1	\$ 6,500.00	\$ 6,500.00			\$ -	1	\$ 6,500.00	\$ 6,500.00
0173	Remove Concrete Planter	EA	8	\$ 80.00	\$ 640.00			\$ -	8	\$ 80.00	\$ 640.00
0174	Remove Sidestreet Grill Sign	LS	1	\$ 4,000.00	\$ 4,000.00			\$ -	1	\$ 4,000.00	\$ 4,000.00
0175	Remove Building (Parking Lot Attendant Building)	LS	1	\$ 5,000.00	\$ 5,000.00			\$ -	1	\$ 5,000.00	\$ 5,000.00
0176	Remove and Salvage Traffic Signal Equipment - System "A" (2ND ST/4TH AVE N)	LS	1	\$ 6,000.00	\$ 6,000.00			\$ -	1	\$ 6,000.00	\$ 6,000.00
0177	Traffic Signal System "A" (2 ST / 1 AVE N)	LS	1	\$ 260,000.00	\$ 260,000.00			\$ -	1	\$ 260,000.00	\$ 260,000.00
0178	Traffic Signal System "B" (3 ST / 1 AVE N)	LS	1	\$ 235,000.00	\$ 235,000.00			\$ -	1	\$ 235,000.00	\$ 235,000.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0179	Modify Traffic Signal System "C" (2 ST / NP AVE)	LS	1	\$ 105,000.00	\$ 105,000.00			\$ -	1	\$ 105,000.00	\$ 105,000.00
0180	Modify Traffic Signal System "D" (4 ST / 2 AVE N)	LS	1	\$ 36,000.00	\$ 36,000.00			\$ -	1	\$ 36,000.00	\$ 36,000.00
0181	Modify Traffic Signal System "E" (4 ST / 3 AVE N)	LS	1	\$ 26,000.00	\$ 26,000.00			\$ -	1	\$ 26,000.00	\$ 26,000.00
0182	Modify Traffic Signal System "F" (4 ST / 4 AVE N)	LS	1	\$ 38,000.00	\$ 38,000.00			\$ -	1	\$ 38,000.00	\$ 38,000.00
0183	Class 1 Overlay	SY	25	\$ 600.00	\$ 15,000.00			\$ -	25	\$ 600.00	\$ 15,000.00
0184	Bridge Concrete Removal	LS	1	\$ 45,000.00	\$ 45,000.00			\$ -	1	\$ 45,000.00	\$ 45,000.00
0185	Jersey Barrier Formed or Slipformed	LF	42	\$ 230.00	\$ 9,660.00			\$ -	42	\$ 230.00	\$ 9,660.00
0186	Bridge Curb	LF	20	\$ 65.00	\$ 1,300.00			\$ -	20	\$ 65.00	\$ 1,300.00
0187	Class AAE-3 Concrete	CY	54	\$ 1,500.00	\$ 81,000.00			\$ -	54	\$ 1,500.00	\$ 81,000.00
0188	Compression Seal	LF	180	\$ 65.00	\$ 11,700.00			\$ -	180	\$ 65.00	\$ 11,700.00
0189	Structural Steel	LS	1	\$ 75,000.00	\$ 75,000.00			\$ -	1	\$ 75,000.00	\$ 75,000.00
0190	Remove Foundation (Case Plaza and Mid America Steel, Inc.)	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0191	F&I Sheet Piling - Steel	SF	470	\$ 60.00	\$ 28,200.00			\$ -	470	\$ 60.00	\$ 28,200.00
0192	Topsoil - Strip	CY	4085	\$ 2.00	\$ 8,170.00			\$ -	4085	\$ 2.00	\$ 8,170.00
0193	Topsoil - Spread	CY	2690	\$ 2.00	\$ 5,380.00			\$ -	2690	\$ 2.00	\$ 5,380.00
0194	Embankment	CY	3210	\$ 4.00	\$ 12,840.00			\$ -	3210	\$ 4.00	\$ 12,840.00
0195	Fill - Haul	CY	8370	\$ 8.00	\$ 66,960.00			\$ -	8370	\$ 8.00	\$ 66,960.00
0196	Inspection Trench	CY	175	\$ 12.00	\$ 2,100.00			\$ -	175	\$ 12.00	\$ 2,100.00
0197	Subcut	CY	500	\$ 15.00	\$ 7,500.00			\$ -	500	\$ 15.00	\$ 7,500.00
0198	Excavation	CY	1815	\$ 9.00	\$ 16,335.00			\$ -	1815	\$ 9.00	\$ 16,335.00
0199	Removal of Contaminated Soil	CY	4220	\$ 155.00	\$ 654,100.00			\$ -	4220	\$ 155.00	\$ 654,100.00
0200	Removal of Highly Contaminated Soil	CY	200	\$ 160.00	\$ 32,000.00			\$ -	200	\$ 160.00	\$ 32,000.00
0201	Mulching Type 1 - Hydro	SY	19700	\$ 0.42	\$ 8,274.00			\$ -	19700	\$ 0.42	\$ 8,274.00
0202	Seeding Type B	SY	19700	\$ 0.42	\$ 8,274.00			\$ -	19700	\$ 0.42	\$ 8,274.00
0203	Overseeding	SY	19700	\$ 0.11	\$ 2,167.00			\$ -	19700	\$ 0.11	\$ 2,167.00
0204	Weed Control Type B	SY	19700	\$ 0.07	\$ 1,379.00			\$ -	19700	\$ 0.07	\$ 1,379.00

WP-42F.1S - 2nd Street/Downtown Area - In-Town Levees											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0205	Removable Floodwall	SF	1475	\$ 110.00	\$ 162,250.00			\$ -	1475	\$ 110.00	\$ 162,250.00
0206	F&I Floodwall Reinf Bars - Steel	LB	484642	\$ 1.15	\$ 557,338.30			\$ -	484642	\$ 1.15	\$ 557,338.30
0207	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	209152	\$ 1.30	\$ 271,897.60			\$ -	209152	\$ 1.30	\$ 271,897.60
0208	F&I Floodwall - Structural Conc	CY	3780	\$ 888.00	\$ 3,356,640.00			\$ -	3780	\$ 888.00	\$ 3,356,640.00
0209	Not Used				\$ -			\$ -			\$ -
0210	Diesel Generator	LS	1	\$ 410,000.00	\$ 410,000.00			\$ -	1	\$ 410,000.00	\$ 410,000.00
0211	Generator Foundation Pad	LS	1	\$ 40,000.00	\$ 40,000.00			\$ -	1	\$ 40,000.00	\$ 40,000.00
0212	Misc. (fence, etc.)	LS	1	\$ 25,000.00	\$ 25,000.00			\$ -	1	\$ 25,000.00	\$ 25,000.00
0213	Health and Safety	LS	1	\$ 20,000.00	\$ 20,000.00			\$ -	1	\$ 20,000.00	\$ 20,000.00
0214	Incentive	LS	1	\$ 150,000.00	\$ 150,000.00			\$ -	1	\$ 150,000.00	\$ 150,000.00
0215	Small Utility Work-Around	LS	1	\$ 169,490.20	\$ 169,490.20			\$ -	1	\$ 169,490.20	\$ 169,490.20
0216	F&I Watermain Pipe C900 DR 18 - 10" Dia PVC	LF	0	\$ -	\$ -	792	\$ 52.50	\$ 41,580.00	792	\$ 52.50	\$ 41,580.00
0217	F&I Watermain Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	0	\$ -	\$ -	682	\$ 204.20	\$ 139,264.40	682	\$ 204.20	\$ 139,264.40
0218	F&I Gate Valve 10" Dia.	EA	0	\$ -	\$ -	4	\$ 4,041.50	\$ 16,166.00	4	\$ 4,041.50	\$ 16,166.00
0219	Paint Traffic Signal Poles	EA	0	\$ -	\$ -	9	\$ 4,235.00	\$ 38,115.00	9	\$ 4,235.00	\$ 38,115.00
0220	Traffic Control Revisions and Concrete Barriers for Xcel Lines	LS	0	\$ -	\$ -	1	\$ 13,225.02	\$ 13,225.02	1	\$ 13,225.02	\$ 13,225.02
WP-42F.1S - TOTAL AMOUNT			CURRENT BUDGET		\$ 16,354,396.05	NET CHANGE		\$ 96,806.17	NEW BUDGET		\$ 16,451,202.22

Your Logo Here

CHANGE ORDER REQUEST

Page 1

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

DATE: 11/05/2015

PCO#: 4

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

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

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

- **Watermain Size Increase**

- Proposed Scope of Work: Pricing below reduces the current quantity of 8" and adds a new line item for the 10" pipe.

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
049 : F&I Water main Pipe C900 DR 18-8" Dia. PVC	Initiated		-792.000	LF	44.00	-34,848.00
051 : F&I Water main Pipe w/GB C900DR 18- 8" Dia. PVC	Initiated		-682.000	LF	185.00	-126,170.00
054 : F&I Gate Valve 8" Dia.	Initiated		-4.000	EA	2370.00	-9,480.00
060 : F&I Watermain Fittings Ductile Iron	Initiated		-5145.000	LBS	7.15	-36,786.75
049-New : F&I Water main Pipe C900 DR 18- 10" Dia. PVC	Initiated		792.000	LF	52.50	41,580.00
051-New : F&I Water main Pipe w/GB C900DR 18-10" Dia. PVC	Initiated		682.000	LF	204.20	139,264.40
054-New : F&I Gate Valve 10" Dia.	Initiated		4.000	EA	4041.50	16,166.00
060 : F&I Watermain Fittings Ductile Iron	Initiated		6550.000	LBS	8.51	55,740.50
Total Change to Contract:						\$45,466.15

Submitted By:

Approved By:

11/05/2015

David Goulet

Date

Tyler Smith
CH2M Hill Engineer's Inc

Date

Your Logo Here

CHANGE ORDER REQUEST

Page 1

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

DATE: 11/03/2015

PCO#: 2

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

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

Below is the detail for our proposal to complete the following changes in contract work:
PCO: Painting Traffic Poles - Fix Lights

- Proposed Scope of Work: This change order was initiated by the owner to paint the city furnished poles that will be used in 2015. Contractors current count is 9. If there is less poles or additional poles the unit price will be used.
- Item number 2 is to install temporary feed to the bridge street lights that are no longer working after the relocation of Xcel's line.

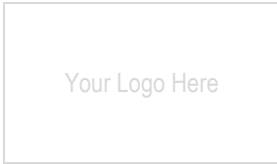
PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Painting City Furnished Traffic Poles	Pending		9.000	EA	4,235.00	\$38,115.00
2 : Install temp feed to bridge street lights	Pending		1.000	L S	1,815.00	\$1,815.00

Submitted By:

Approved By:

David Goulet
11/03/2015
Date

Tyler Smith
CH2M Hill Engineer's Inc
Date



CHANGE ORDER REQUEST

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

DATE: 10/09/2015

PCO#: 1

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

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

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

- Proposed Scope of Work: Traffic Control
 - This change order is in reference to the revised traffic control plans sent to IBI on 10-8-15 for sheets C-100-7 thru C-100-9.
 - Additional costs will be charged if flexible delineators get removed during winter months by vehicles or plows.

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Concrete Barriers - Xcel lines	Pending		1.000	L S	2709.02000	\$2,709.02
Includes installation, placing, removal, and 3 rental jersey barriers for Xcel's guide wires.						
2 : Revised Traffic Control Plan - Subcontract	Pending		1.000	L S	10516.00000	\$10,516.00
Price includes signs, devices, and striping removed and added to plan sheets C-100-7 thru C-100-9. Also includes the parts already ordered for the crash attenuator.						

TOTAL: \$13,225.02

Submitted By:

Approved By:

10/09/2015

David Goulet

Date

Tyler Smith
 CH2M Hill Engineer's Inc

Date

Traffic Control Order Detail

Labor for Installation and Removal of 3 Jersey Barriers

	50hr/Rate	Hrs	Total	
1 Operator in Yard	93.88	1	\$	93.88
1 Operators	93.88	1	\$	93.80
1 Carpenters	70.54	1	\$	70.54
			Total: \$	1,149.10

IBI Equipment Rates

Qty		Hourly Rate		Total
1	Yard Loader	\$ 75.00	1	\$ 75.00
1	Loader	\$ 75.00	1	\$ 75.00
1	Semi and Operator	\$ 155.00	2	\$ 310.00
Total IBI Equipment:				\$ 460.00

Material

	Qty	Units	Price	Total
Jersey Barrier Rental		3 EA	\$ 46.64	\$ 139.92
Chain Link Fence - Use bid item 149		60 LF	\$ 16.00	\$ 960.00

TOTAL Jersey Barrier and fence: \$ 2,709.02

Traffic Control Change Order

Subcontractor

	Qty	Units	Price	Total
NorthStar Safety		1 L S	\$ 9,560.00	\$ 9,560.00
			10% Mark up	\$ 956.00
TOTAL				\$ 10,516.00

Total Change Order: \$ 13,225.02

Technical Staff Recommendation

Meeting Date: 11/10/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

HMG

AWD-00052 WP-42C.2 SDCs and WP-42C.1 SDBs

\$50,000

- Land Acquisition Management Services

BACKGROUND:

HMG is the Engineer of record for the In-Town Levees 2nd Street/Downtown Area Park East Apartments Demolition Phase - 42C.2 (WP-42C.2). A contract for demolition has been awarded and demolition is scheduled to be done this winter. The Engineer's services are required to review submittals and perform on-site services during the demolition.

HMG is the Engineer of record for the In-Town Levees 2nd Street/Downtown Area Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools Demolition Phase - 42C.1 (WP-42C.1). Bidding documents will be completed before the end of the year and the Engineer's services are required during the bidding phase of the project.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Task Order 17 Amendment 0	\$1,550,000	\$0	\$1,550,000	10-Jul-15		Initial WP-42 SDC agreement
Task Order 17 Amendment 1	\$693,000	\$1,550,000	\$2,243,000	14-Aug-15		Added SDCs for WP-42F.1S, and bidding services for WP-42H.2, -42I, and -42C.2
AWD-00052	\$50,000	\$2,243,000	\$2,293,000	12-Nov-15	31-Mar-16	Adds SDCs for WP-42C.2 and bidding services for WP-42C.1. Final scope and budget to be incorporated via an amendment to TO-17

DISCUSSION:

The objective of this AWD is to provide services during construction for the In-Town Levees 2nd Street/Downtown Area Park East Apartments Demolition Phase - 42C.2 (WP-42C.2) and services during bidding for the In-Town Levees 2nd Street/Downtown Area Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools Demolition Phase - 42C.1 (WP-42C.1).

This change amount of \$50,000 covers work that is not included in the FY-2015 FMDA budget, and encumbering this amount will not exceed the remaining estimated unencumbered FY-2015 FMDA Technical Activities budget of \$5,861,000.

ATTACHMENT(S):

- 1. Draft AWD-00052

Presented by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

10 NOV 2015

Date

Keith Berndt, Cass County Administrator
Concur: 10-NOV-2015 Non-Concur: _____

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

Mark Bittner, Fargo Director of Engineering
Concur: 10-NOV-2015 Non-Concur: _____

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

David Overbo, Clay County Engineer
Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: 10-NOV-2015 Non-Concur: _____



AUTHORITY WORK DIRECTIVE

AWD-00052 REV-0

WP-42C.2 SDCs and WP-42C.1 SDBs

		WORK TYPE:	<u>WIK</u>
TO:	Houston-Moore Group, LLC	DATE INITIATED:	<u>11/9/2015</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 services during construction for the In-Town Levees 2nd Street/Downtown Area Park East Apartments Demolition Phase - 42C.2 (WP-42C.2).

Provide services during bidding for the In-Town Levees 2nd Street/Downtown Area Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools Demolition Phase - 42C.1 (WP-42C.1).

BACKGROUND:

HMG is the Engineer of record for the In-Town Levees 2nd Street/Downtown Area Park East Apartments Demolition Phase - 42C.2 (WP-42C.2). A contract for demolition has been awarded and demolition is scheduled to be done this winter. The Engineer's services are required to review submittals and perform on-site services during the demolition.

HMG is the Engineer of record for the In-Town Levees 2nd Street/Downtown Area Howard Johnson Hotel, Old Shakey's Pizza, Fargo Public Schools Demolition Phase - 42C.1 (WP-42C.1). Bidding documents will be completed before the end of the year and the Engineer's services are required during the bidding phase of the project.

SCOPE:

WP-42C.2: Review submittals and provide inspections services during the demolition.

WP-42C.1: Attend the pre-bid meeting, bid opening, respond to bidder questions, and assist with the preparation of addenda.

DELIVERABLES:

WP-42C.2: Submittal reviews, inspection reports.

WP-42C.1: Responses to bidder questions, addenda items.

SCHEDULE:

Begin upon receipt of ADW-00052.

HOW WORK IS PERFORMED:

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

COST:

WP-42C.2: 40,000 for services during construction. WP-42C.1: \$10,000 for services during bidding. Cost not to exceed \$50,000 without written authorization. Scope and budget changes for this work will be included in a future amendment to Task Order N. 17, WP-42 Services During Bidding and Construction.

Technical Staff Recommendation

Meeting Date: 11/10/2015

RECOMMENDATION FOR ACTION:

The Technical Staff have reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

CenturyLink

Reimbursement Agreement RA-CL001

2,586,742

- WP-42 (In-Town Levees Utility Relocation) – Relocate underground facilities on 1st Avenue North in Fargo, ND and across the Red River.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Reimbursement Agreement RA-CL001	\$2,586,742	\$0	\$2,586,742	12-Nov-15	01-Dec-15	Relocate copper cable facilities for 39 homes and golf course club house in Oxbow development.

DISCUSSION OF CURRENT PROPOSAL:

On March 13, 2015, CenturyLink provided to the Diversion Authority an analysis of relocation of their utilities along 1st Avenue in Fargo, ND: *FM In-Town Floodwall Relocation Analysis* of the preferred means and methods to relocate existing CenturyLink underground facilities on 1st Avenue North in Fargo, ND.

The Diversion Authority reviewed the analysis, cost and schedule impact of the two alternatives proposed by CenturyLink. On May 1, 2015 the Diversion Authority provided a response to CenturyLink indicating the Relocation Option No. 1 Like Kind Replacement is acceptable and if CenturyLink chooses to proceed with Relocation Option No. 2 Fiber Alternative, or any other alternative at a greater cost than Relocation Option No. 1, the Diversion Authority will provide reimbursement compensation up to a maximum of \$2,486,742.00 as long as the schedule proposed under Option No. 1 is kept, or work is finished earlier than December 17, 2015. The Diversion Authority will also pay an additional \$100,000.00 if the project is completed before December 17, 2015.

In a draft letter, dated October 13, 2015, the Diversion Authority prepared Reimbursement Agreement RA-CL001 specifying the same terms as listed in the letter dated May 1, 2015.

This payment agreement amount was not included in the FY-2015 FMDA utility relocation budget, encumbering this amount will not exceed the remaining unencumbered FY-15 FMDA Construction budget of \$ 26,183,000. PMC recommends authorization of this Payment Agreement for \$ 2,586,742.

ATTACHMENT(S):

1. RA-CL-0001; WP-42 – CenturyLink 1st Avenue (Fargo, ND) Reimbursement Agreement

Submitted by:



Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

10 NOV 2015

Date

Keith Berndt, Cass County Administrator

Concur: 10-NOV-2015 Non-Concur: _____

April Walker, Fargo City Engineer

Concur: 10-NOV-2015 Non-Concur _____

Mark Bittner, Fargo Director of Engineering

Concur: 10-NOV-2015 Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: 10-NOV-2015 Non-Concur _____

David Overbo, Clay County Engineer

Concur: 10-NOV-2015 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: 10-NOV-2015 Non-Concur _____



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

November 12, 2015

CenturyLink Communications
125 S Dakota Ave.
Sioux Falls, SD 57104

Attn: Mr. Dan Kaiser

Subject: RA-CL001; WP-42 – In-Town Reimbursement Agreement

Dear Mr. Kaiser:

The Diversion Authority requested a proposal for cost reimbursement from CenturyLink on May 1, 2015 and has not received the proposal as of this date. In that request the Diversion Authority indicated that Relocation Option No. 1 from the FM In-Town Floodwall Relocation Analysis was acceptable from cost and schedule perspective and offered reimbursement compensation up to a maximum of \$2,586,742.00.

We understand from field activities that CenturyLink has proceeded with Option No. 2. This was CenturyLink's sole decision, and was not based on direction from the Diversion Authority.

In-Lieu of the requested proposal, the Diversion Authority is providing this letter as a reimbursement agreement for the costs of the work described as Relocation Option No. 1 Like Kind Replacement in the attached *FM In-Town Floodwall Relocation Analysis*. The Diversion Authority understands that Relocation Option No. 1 would have covered all labor, materials, and commissioning necessary to relocate the CenturyLink communication lines as described in the analysis. The Diversion Authority agrees that Relocation Option No. 1, and the described work, was required to accommodate the WP-42 In-Town Floodwall design, and agrees to reimburse the total cost of \$2,586,742.00 towards CenturyLink's Relocation Option No. 2 project, as long as the work is completed before December 17, 2015.

If CenturyLink agrees with this cost reimbursement, please sign this Reimbursement Agreement and return this signed agreement to Mr. Bruce Spiller at the following address:

CH2M
Mr. Bruce Spiller, P.E.
520 Main Avenue, Suite 601
Fargo, ND 58103

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

To ensure prompt processing and payment, please submit all invoices for this work to the following email inbox for processing: APInvoicesFMDiv@ch2m.com:

Sincerely,

Darrell Vanyo, Chairman
Flood Diversion Board of Authority

RA-CL001_WP-42 – In-Town Reimbursement Agreement

c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachments: FM In-Town Floodwall Relocation Analysis.

CenturyLink

Signature

Name

Title

Date

Diversion Authority

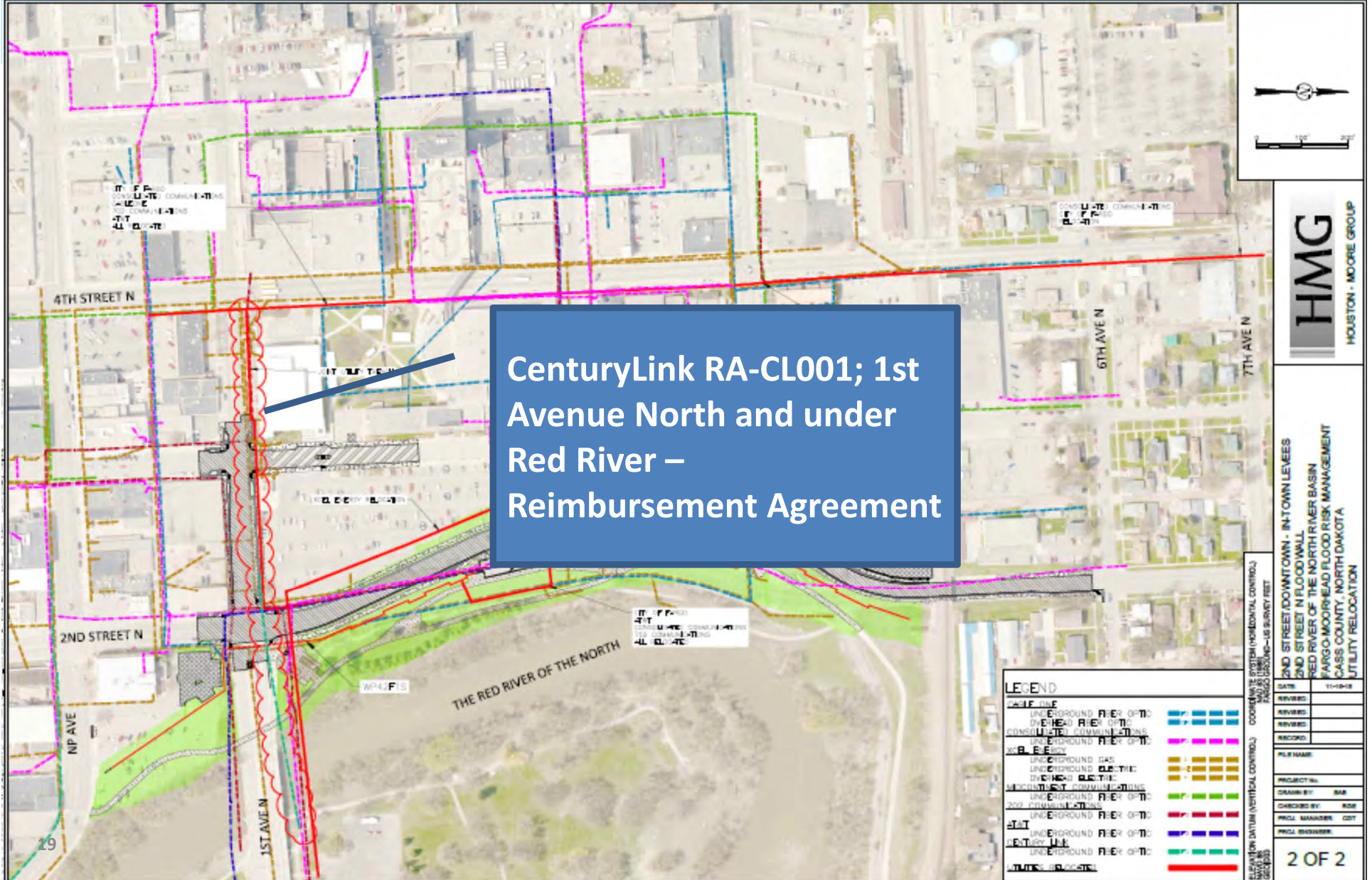
Signature

Name

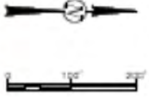
Title

Date

CenturyLink RA-CL001



CenturyLink RA-CL001; 1st Avenue North and under Red River – Reimbursement Agreement



HMG
HOUSTON • MOORE GROUP

2ND STREET DOWNTOWN - INTOWN LEVEES
2ND STREET N FLOOD WALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOOREHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
UTILITY RELOCATION

LEGEND	
UNDERGROUND FIBER OPTIC	Blue dashed line
DITCH HEAD OF THE RED RIVER	Blue solid line
CONSOLIDATED COMBINATIONS	Magenta dashed line
UNDERGROUND FIBER OPTIC	Magenta solid line
UNDERGROUND GAS	Yellow dashed line
UNDERGROUND ELECTRIC	Yellow solid line
DITCH HEAD OF THE RED RIVER	Green dashed line
UNDERGROUND FIBER OPTIC	Green solid line
UNDERGROUND FIBER OPTIC	Red dashed line
UNDERGROUND FIBER OPTIC	Red solid line
UNDERGROUND FIBER OPTIC	Red solid line

DATE	11-18-18
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REVISION	
FILE NAME	
PROJECT NO.	
DRAWN BY	BAR
CHECKED BY	ROB
PROJ. MANAGER	COB
PROJ. ENGINEER	
2 OF 2	



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

May 1, 2015

Mr. Dan Kaiser
CenturyLink Communications
125 S Dakota Ave.
Sioux Falls, SD 57104

Subject: FM In-Town Floodwall Relocation Analysis

Dear Mr. Kaiser:

Thank you for providing the attached FM In-Town Floodwall Relocation Analysis of the preferred means and methods to relocate existing CenturyLink underground facilities on 1st Avenue North in Fargo, ND, which was received by the Diversion Authority on March 13, 2015.

The Diversion Authority has reviewed the analysis, and in-lieu of a specific request for reimbursement for relocating CenturyLink utilities, will consider this analysis as a proposal for cost reimbursement. If there is another formal request by CenturyLink for specific funding related to this relocation that we might have missed, please provide it for our consideration.

The Diversion Authority appreciates the opportunity to review the cost and schedule impact of the two alternatives proposed by CenturyLink. Relocation Option No. 1 Like Kind Replacement is acceptable to the Diversion Authority in terms of cost and schedule. If CenturyLink chooses to proceed with Relocation Option No. 2 Fiber Alternative, or any other alternative at a greater cost than Relocation Option No. 1, the Diversion Authority will provide reimbursement compensation up to a maximum of \$2,486,742.00 as long as the schedule proposed under Option No. 1 is kept, or work is finished earlier than December 17, 2015. The Diversion Authority will also pay an additional \$100,000.00 if the project is completed before December 17, 2015.

Please provide the Diversion Authority with a proposal for cost reimbursement including a schedule of reimbursement payment dates to cover the relocation costs. If you require further information regarding this issue, please contact me or Bruce Spiller/CH2M HILL

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

MR. DAN KAISER
PAGE 2
APRIL 30, 2015

Sincerely,

Darrell Vanyo
Chairman, Flood Diversion Board of Authority

DA-LETTERHEAD-V4-WITH-LOGO-ADDRESS-AND-NAMES.docx

c: Mayor Tim Mahoney
Mayor Del Rae Williams
Mr. Michael Redlinger
Mr. Mark Bittner
Mr. Bob Zimmerman
Mr. Keith Berndt
Mr. Bruce Spiller

Attachments: FM In-Town Floodwall Relocation Analysis

FM IN-TOWN FLOODWALL RELOCATION ANALYSIS

EVALUATION OVERVIEW

CenturyLink has retained the professional services of Terra Technologies llc to prepare an alternative analysis of the preferred means and methods to relocate its existing underground facilities on 1st Avenue North in Fargo, North Dakota. The analysis looked at two (2) distinct options for the required relocation work associated with the In-Town Floodwall Construction Project. Key considerations were given to financial cost, construction duration, and meeting the proposed project schedule.

EXISTING CENTURYLINK FACILITIES

CenturyLink currently has three vaults and an 18 way 4" PVC conduit system running along the North side of 1st Avenue from 3rd Street to the river. The conduits system then crosses under the river in a 30" steel casing filled and capped with concrete. On the East side of the river the (18) PVC conduits extend approximately 250' to a vault (See attached Exhibit A). The existing conduits carry large copper cables, fiber optic cables and air pipes for system pressurization. The facilities service much of the urban and rural areas east of the river, and multiple central offices in Eastern Minnesota. The inter office toll cable contains extensive special circuits (911, FAA, Government services, and other critical circuits).

PURPOSE OF RELOCATION

CenturyLink's existing facilities are in direct conflict with the proposed Fargo-Moorhead Flood Risk Management plan for the In-Town floodwall. Specifically, the conflicts include the floodwall foundation, a 6' X 6' Box Culvert/ pump station inlet, a 54" storm sewer, an 8" water main and a 12" sanitary sewer. No temporary relocation option exists; a complete relocation is the only option.

RELOCATION OPTION NO. 1 LIKE KIND REPLACEMENT

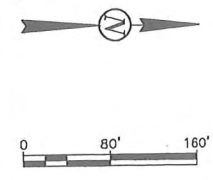
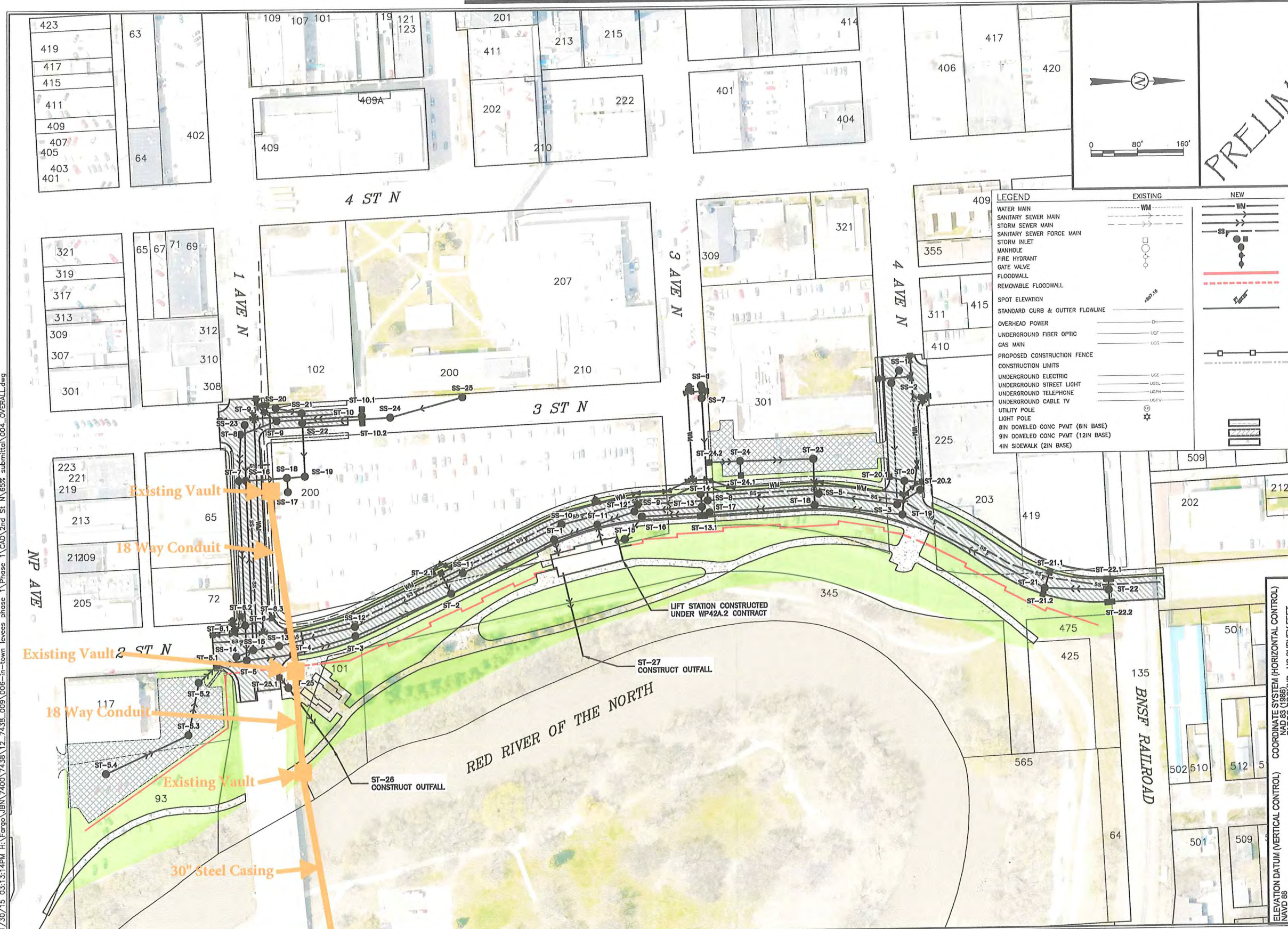
CenturyLink would replace it current facilities with new like kind facilities, copper with copper and fiber with fiber. This approach would require a new boring under the river and flood wall, and installation of new cables and vaults. Once the new structure is placed, service will be transferred to the new cables and the existing facilities cut from service (See attached Exhibit B for design, Exhibit C for estimated cost and Exhibit F for construction duration).

RELOCATION OPTION NO. 2 FIBER ALTERNATIVE

CenturyLink would utilize the existing conduit system to install five (5) small fiber optic cables to replace the existing capacity of the 36,000 copper strands and fiber cables. The existing vaults would be removed/abandon with no replacement required. New electronic equipment at the central office and in the field would be required to transition the copper signal to fiber. CenturyLink would be responsible for any system betterment as a result of this option (See attached exhibit D for design, exhibit E for estimated costs and exhibit F for construction duration).

Existing Facilities Exhibit A

PRELIMINARY



LEGEND	
EXISTING	NEW
WM	WM
SS	SS
SM	SM
SI	SI
MH	MH
FH	FH
GV	GV
FW	FW
RFW	RFW
SE	SE
SC&CF	SC&CF
OP	OP
UFO	UFO
GM	GM
PCF	PCF
CL	CL
UE	UE
USL	USL
UT	UT
UCV	UCV
UP	UP
LP	LP
8IN DOWELED CONC PMT (8IN BASE)	8IN DOWELED CONC PMT (8IN BASE)
9IN DOWELED CONC PMT (12IN BASE)	9IN DOWELED CONC PMT (12IN BASE)
4IN SIDEWALK (2IN BASE)	4IN SIDEWALK (2IN BASE)

HMG

HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVEES
 2ND STREET N FLOODWALL
 RED RIVER OF THE NORTH RIVER BASIN
 FARGO-MOORHEAD FLOOD RISK MANAGEMENT
 CASS COUNTY, NORTH DAKOTA
 OVERALL LAYOUT

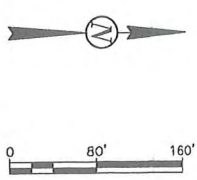
DATE:	1-30-15
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.	WP-42F.1
DRAWN BY:	JMW, BAB
CHECKED BY:	RGE
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-004-1

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Like Kind Replacement Exhibit B

PRELIMINARY



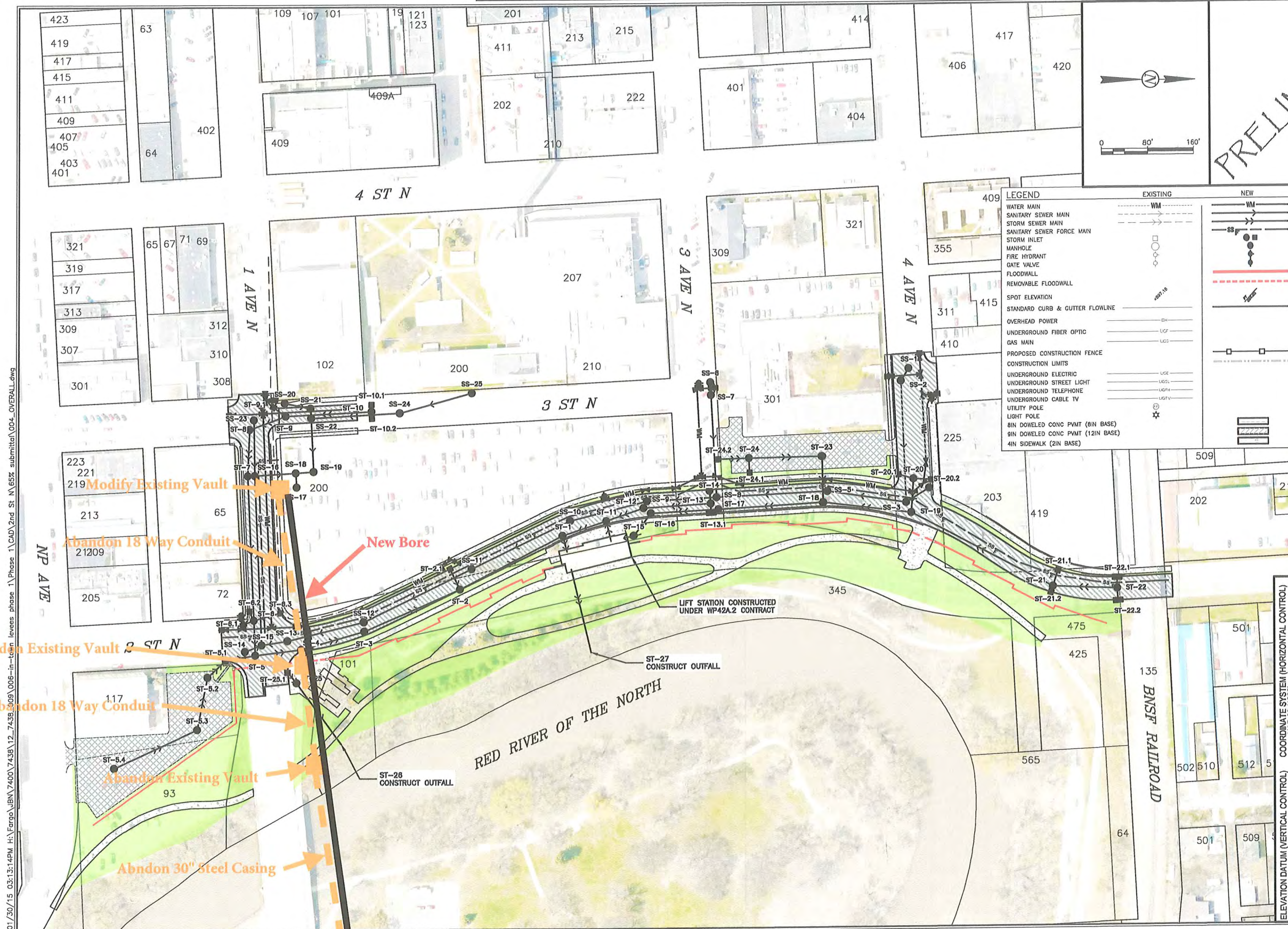
LEGEND	EXISTING	NEW
WATER MAIN	WM	WM
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	SS	SS
SANITARY SEWER FORCE MAIN	SS	SS
STORM INLET	SI	SI
MANHOLE	MH	MH
FIRE HYDRANT	FH	FH
GATE VALVE	GV	GV
FLOODWALL	FW	FW
REMOVABLE FLOODWALL	RFW	RFW
SPOT ELEVATION	SE	SE
STANDARD CURB & CUTTER FLOWLINE	CF	CF
OVERHEAD POWER	OP	OP
UNDERGROUND FIBER OPTIC	UFO	UFO
GAS MAIN	GM	GM
PROPOSED CONSTRUCTION FENCE	CF	CF
CONSTRUCTION LIMITS	CL	CL
UNDERGROUND ELECTRIC	UE	UE
UNDERGROUND STREET LIGHT	USL	USL
UNDERGROUND TELEPHONE	UT	UT
UNDERGROUND CABLE TV	UCTV	UCTV
UTILITY POLE	UP	UP
LIGHT POLE	LP	LP
8IN DOWELED CONC PVMT (8IN BASE)	8D	8D
9IN DOWELED CONC PVMT (12IN BASE)	9D	9D
4IN SIDEWALK (2IN BASE)	4S	4S

HMG
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVELS
2ND STREET N FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
OVERALL LAYOUT

DATE:	1-30-15
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.:	WP-42F.1
DRAWN BY:	JMW, BAB
CHECKED BY:	RGE
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-004-1



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EXHIBIT C

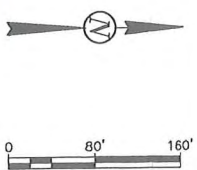
**OPINION OF PROBABLE COST FOR LIKE FOR LIKE REPLACEMENT
FM DIVERSION PROJECT**

2/12/2015

<u>ITEM</u>	<u>UNITS</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>TOTAL</u>
D. BORE (18) 4" SIDR 11 HDPE	1000	\$ 300.00	\$ 125.00	\$ 425,000.00
VAULT RECONSTRUCTION/ABANDONMENT	4	\$ 15,000.00	\$ 20,000.00	\$ 140,000.00
ROD AND PULL 3600-24 (replace with (2) 1800)	1015	\$ 15.00	\$ 70.00	\$ 86,275.00
ROD AND PULL 3600-24 (replace with (2) 1800)	1015	\$ 15.00	\$ 70.00	\$ 86,275.00
ROD AND PULL 1800-24	1015	\$ 15.00	\$ 35.00	\$ 50,750.00
ROD AND PULL 1800-24	1015	\$ 15.00	\$ 35.00	\$ 50,750.00
ROD AND PULL 1800-24	1015	\$ 15.00	\$ 35.00	\$ 50,750.00
ROD AND PULL 1800-24	1015	\$ 15.00	\$ 35.00	\$ 50,750.00
ROD AND PULL 1800-24	1015	\$ 15.00	\$ 35.00	\$ 50,750.00
ROD AND PULL 1800-24	1015	\$ 15.00	\$ 35.00	\$ 50,750.00
ROD AND PULL (3) 1.25" ID	1015	\$ 15.00	\$ 5.00	\$ 20,300.00
(2) AIR PIPES	2030	\$ 15.00	\$ 10.00	\$ 50,750.00
JET FIBER 24	1015	\$ 5.00	\$ 2.00	\$ 7,105.00
JET FIBER 168	1015	\$ 5.00	\$ 3.00	\$ 8,120.00
COPPER SPLICING (DAYS)	138	\$ 4,000.00	\$ 0.50	\$ 561,000.00
COPPER SPLICE CASES	10	\$ 1,000.00	\$ 500.00	\$ 15,000.00
FIBER SPLICING (DAYS)	7	\$ 4,000.00	\$ 1.00	\$ 28,360.00
FIBER SPLICE CASES	4	\$ 750.00	\$ 400.00	\$ 4,600.00
CABLE REMOVELS = SALVAGE				\$ -
PAVEMENT REMOVAL				\$ 60,000.00
TEMP PAVEMENT PLACEMENT				\$ 25,000.00
TRAFFIC CONTROL				\$ 20,000.00
DESIGN ENGINEERING AND PERMITTING				\$ 50,000.00
RESIDENT ENGINEERING/CONSTRUCTION/INSPECTION				\$ 75,000.00
MOBILIZATION				\$ 15,000.00
DEMOBILIZATION				\$ 15,000.00
ABANDONMENT & SEALING OF OLD DUCT SYSTEM (excuding under river)				\$ 75,000.00
TOTAL ESTIMATED COST				\$ 2,072,285.00
CTL OVERHEAD (20%)				\$ 414,457.00
TOTAL ESTIMATED CONSTRUCTION COST				\$ 2,486,742.00

Fiber Alternative Exhibit D

PRELIMINARY



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HOUSTON - MOORE GROUP

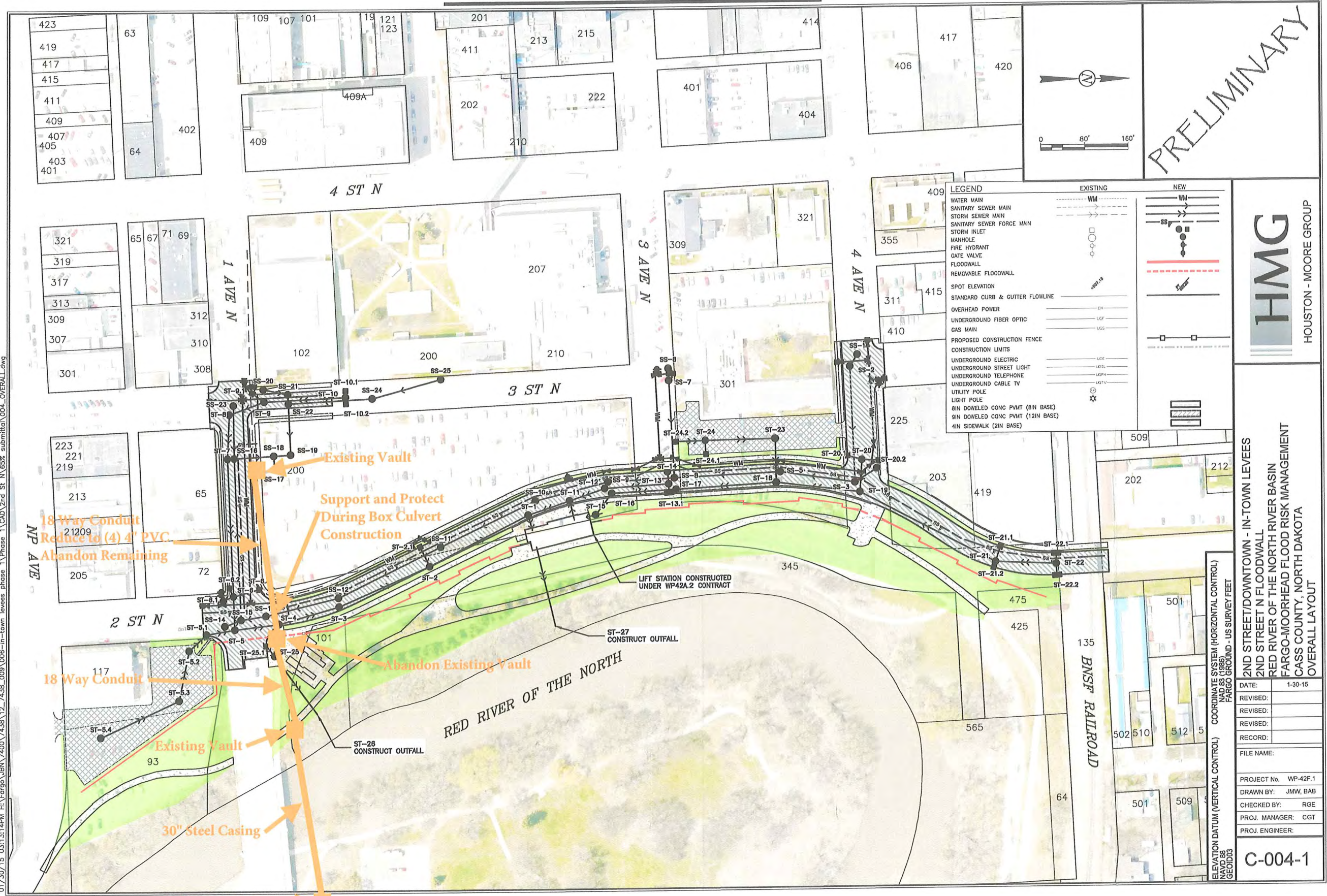
LEGEND	EXISTING	NEW
WATER MAIN	WM	WM
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	SS	SS
SANITARY SEWER FORCE MAIN	SS	SS
STORM INLET	SI	SI
MANHOLE	MH	MH
FIRE HYDRANT	FH	FH
GATE VALVE	GV	GV
FLOODWALL	FW	FW
REMOVABLE FLOODWALL	RFW	RFW
SPOT ELEVATION	SE	SE
STANDARD CURB & GUTTER FLOWLINE	CG	CG
OVERHEAD POWER	OP	OP
UNDERGROUND FIBER OPTIC	UFG	UFG
GAS MAIN	UGS	UGS
PROPOSED CONSTRUCTION FENCE	CF	CF
CONSTRUCTION LIMITS	CL	CL
UNDERGROUND ELECTRIC	UGEL	UGEL
UNDERGROUND STREET LIGHT	UGSL	UGSL
UNDERGROUND TELEPHONE	UGTP	UGTP
UNDERGROUND CABLE TV	UGCTV	UGCTV
UTILITY POLE	UP	UP
LIGHT POLE	LP	LP
8IN DOWELED CONC PVMT (8IN BASE)	8D	8D
9IN DOWELED CONC PVMT (12IN BASE)	9D	9D
4IN SIDEWALK (2IN BASE)	4S	4S

2ND STREET/DOWNTOWN - IN-TOWN LEVELS
2ND STREET N FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
OVERALL LAYOUT

DATE:	1-30-15
REVISED:	
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REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.	WP-42F.1
DRAWN BY:	JMW, BAB
CHECKED BY:	RGE
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

C-004-1

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ELEVATION DATUM (VERTICAL CONTROL) NAVD 83 (1985) FARGO GROUND - US SURVEY FEET
COORDINATE SYSTEM (HORIZONTAL CONTROL) NAVD 83 (1985) FARGO GROUND - US SURVEY FEET

EXHIBIT E

**OPINION OF PROBABLE COST FOR FIBER ALTERNATIVE
FM DIVERSION PROJECT**

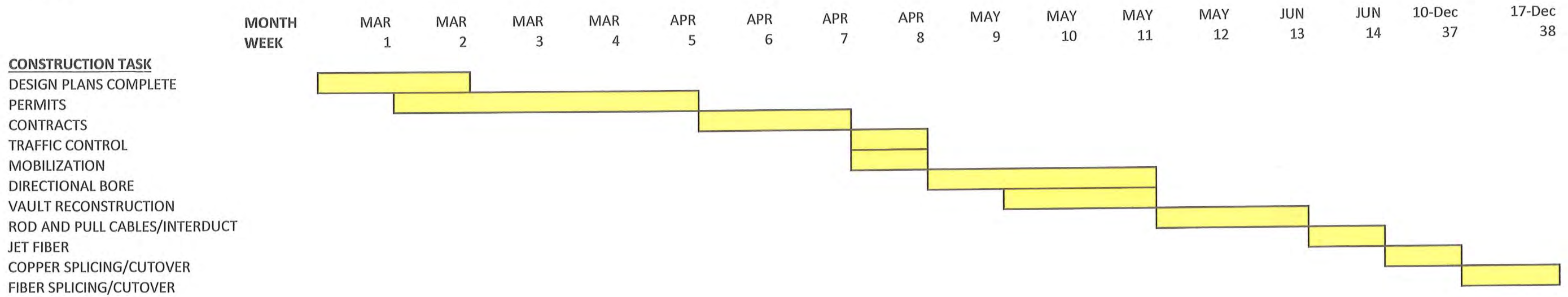
2/12/2015

<u>ITEM</u>	<u>COST</u>
PLANNING, ENGINEERING & INSPECTION	\$ 716,472.00
FIBER CABLE PLACEMENT	\$ 1,703,035.00
FIBER SPLICING	\$ 275,652.00
TEST, TURNUP & CUTOVER	\$ 174,158.00
CENTRAL OFFICE EQUIPMENT	\$ 1,037,397.00
LOCAL CONNECTION	\$ 4,071,025.00
TEMP SUPPORT	\$ 50,000.00
VAULT REMOVALS	\$ 25,000.00
ESTIMATED CONSTRUCTION COST	\$ 8,052,739.00

EXHIBIT F

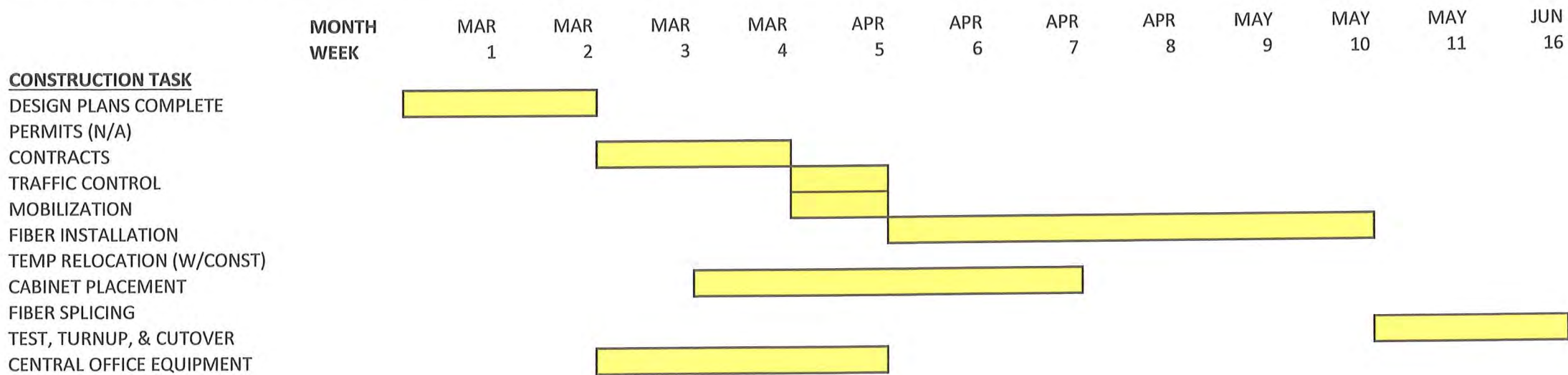
CONSTRUCTION SCHEDULE FOR LIKE KIND REPLACEMENT

2/12/15



Note: Copper splicing 16,447 pairs @ 400 pairs/day 41 days
 Copper splicing involves 1553 special circuits in toll cable, each special will take 30 min 97 days
 Fiber splicing 360 fibers @ 50/day 7 days
 Total splice time required 142 days, due to cutover windows multi shifts per/day is not available. (145/ 6 days wk = 24 weeks)

CONSTRUCTION SCHEDULE FOR FIBER ALTERNATIVE



Note: Fiber alternative currently under construction.

Technical Advisory Recommendation

Meeting Date: 10/29/2015

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Xcel Energy

65,613.11

Payment Agreement

- New Service Installation – Provide power to the new 4th Street Pump Station. Work to include conduit installed by directional boring, cable, transformer, removal of two existing transformers and all other materials, equipment, and labor to provide new power service.

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Initial Xcel Energy work request for WP-42A.1/A.3	53,641.97	0	53,641.97	08-May-15		Temporarily relocate e Phase primary line in conflict with sanitary sewer and floodwall installation along 2 nd Street South.
RA-XL0003	16,275.85	53,641.97	69,917.82	19-Aug-15		Install 75 KVA transformer for basketball court and warming house.
RA-XL00005	\$65,613.11	69,917.82	\$135,530.93	29-Oct-15		Provide power to the new 4th Street Pump Station. Work to include conduit installed by directional boring, cable, transformer, removal of two existing transformers and all other materials, equipment, and labor to provide new power service.

DISCUSSION

1. The 4th Street Pump Station requires installation of new power service by Xcel Energy to enable permanent operation. This is an Owner requirement that is not included in the pump station construction project. Xcel Energy’s approximate price for this installation is \$56,000.
2. The 4th Street Pump Station project team (CH2M, HMG, Contractor, and City rep) has identified an alternate exterior electrical plan that would avoid conflicts with a future sanitary sewer project while also reducing pump station construction costs. This plan is based on Xcel Energy installing conduit by directional boring. This increases Xcel Energy’s price by approximately \$9,600 to \$65,613.11.
3. However, this plan is also based on a change to the pump station contractor’s scope that eliminates trenching and concrete duct bank. The result is a deduct of approximately \$16,000 from the pump station construction project.

4. Therefore, this proposed Contract Action to Xcel Energy satisfies the known requirement for new power to the pump station, as well as enables a deduct to the construction project, resulting in a net savings to the Owner of approximately \$6,400 as shown below:

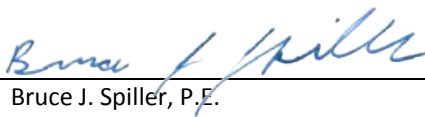
	As-Designed	This Contract Action
Contractor - Exterior Electric bid item	155,000	155,000
Contractor - Deducted Work	0	-16,000
Xcel - New Service	56,000	65,600
Total Owner Costs	211,000	204,600

5. If approved, CH2M will subsequently issue a Work Change Directive to the pump station contractor to formally deduct the applicable work.

ATTACHMENT(S):

1. Payment Agreement inclusive of proposed price and scope
2. Draft Work Change Directive for electrical descope to pump station contractor

Submitted by:



 Bruce J. Spiller, P.E.
 CH2M HILL
 Project Manager
 Metro Flood Diversion Project

29-Oct-15

 Date

 Keith Berndt, Cass County Administrator
 Concur: 29-Oct-15 Non-Concur: _____

 April Walker, Fargo City Engineer
 Concur: 29-Oct-15 Non-Concur: _____

 Mark Bittner, Fargo Director of Engineering
 Concur: 29-Oct-15 Non-Concur: _____

 Jason Benson, Cass County Engineer
 Concur: 29-Oct-15 Non-Concur: _____

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

 Robert Zimmerman, Moorhead City Engineer
 Concur: 29-Oct-15 Non-Concur: _____



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

October 29, 2015

Xcel Energy
2302 Great Northern Drive
Fargo, ND 58102

Attn: Travis Lill, Designer

Subject: RA-XL005; 4th Street Flood Project - Reimbursement Agreement

Dear Mr. Lill:

Thank you for providing the attached statement of work presenting the cost to furnish and install a transformer and cable to power the pump station as part of the 4th street flood control project.

The Diversion Authority understands that this statement of work is anticipated to cover all labor, materials, and commissioning necessary to install the new transformer and cable required to connect the transformer to existing Xcel Energy power lines located on 4th Street South in Fargo per the E-009 Option 2 drawing.

The Diversion Authority agrees to reimburse the total proposed cost of \$65,613.11 for this work. Attached is the signed agreement.

To ensure prompt processing and payment, please submit all invoices for this work to the following email inbox for processing: APIInvoicesFMDiv@ch2m.com.

Please reference PO number on each invoice, to be provided separately.

Sincerely,
Darrell Vanyo, Chairman
Flood Diversion Board of Authority

RA-XL0005_Xcel-Energy Cost Reimbursement Agreement 65,613.docx

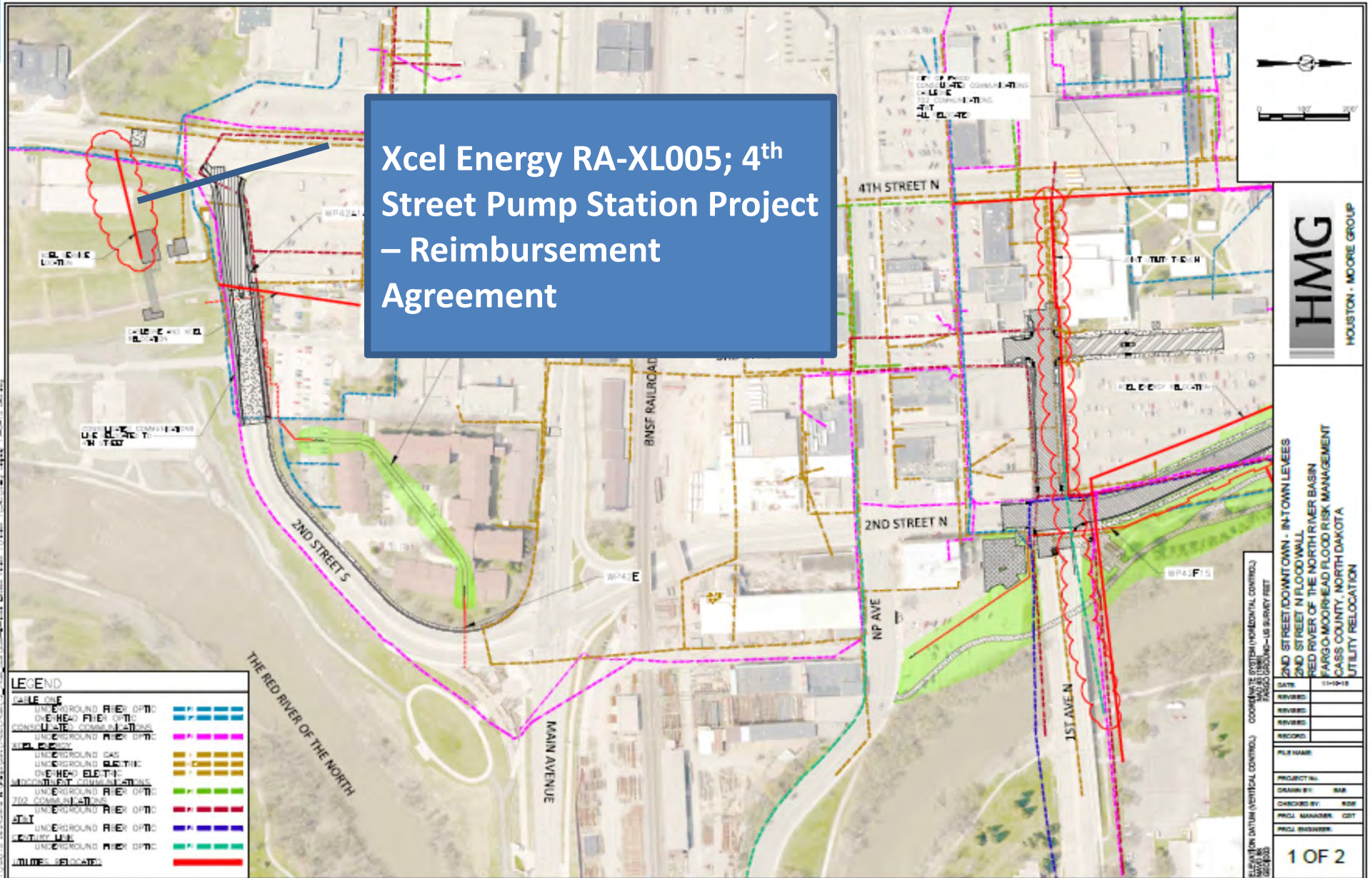
c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachments: Xcel Energy, Statement of Work Requested, dated October 29, 2015.

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

Xcel Energy RA-XL005

Xcel Energy RA-XL005; 4th Street Pump Station Project – Reimbursement Agreement



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2ND STREET/DOWNTOWN - INTOWN LEVELS
2ND STREET N FLOOD WALL
RED RIVER OF THE NORTH BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
UTILITY RELOCATION



October 29, 2015

Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108
Subject: 2nd St N Flood Project

Thank you for the opportunity to respond to your request for a cost estimate regarding the 2nd St S floodwall/levee project - The installation of a new transformer to serve a new lift station and also the removal of the two existing transformer that are no longer needed and will be in conflict with future construction.

The cost to install a new 1500 kva transformer and remove the two existing transformers is 65,613.11. The cost was derived at by calculating the total cost to bore in 540' of three phase cable and set a 1500 kva transformer on a customer poured concrete pad. The cost also includes the removal of transformers R and W.

Relocation Costs;

Labor - \$20,810.77

Material - \$40,785.33

Transportation - \$4017.01

Total - \$65,613.11

This agreement is actual cost.

The primary cost elements included in this cost are as follows:

- A) The installation of 570' of #1 AL three phase cable
- B) The installation of a 1500 kva transformer
- C) The removal of transformers R and W
- D) Splicing the cable and installing new cable into transformer P.

Please note that these costs are excluded from this estimate:

- 1) Future relocation work due to new development or conflicts with construction.
- 2) Rewiring of customer secondary services to new connection points or to accept underground service. It is the requestor's responsibility to contact customers regarding any needed rewiring of their services.
- 3) Xcel Energy requires that a licensed, qualified survey group verifies that all chosen locations for the Xcel Energy facilities.
- 4) Winter Construction charges

Should the FM Diversion Authority choose to proceed with this project, please have the appropriate party sign and date the "Statement of Work Requested" contract. Return all copies to

October 29, 2015

me at 2302 Great Northern Dr Fargo, ND 58102. A signed copy will be returned to you at a later date.

This cost is good for 90 days from the date of this letter. Any agreement reached after this date would be subject to a review of the estimate, which could include a change to the above stated cost.

If you have any questions, please contact me at (701) 241-8663.

Sincerely,

Travis Lill
Designer
Xcel Energy Inc.



STATEMENT OF WORK REQUESTED

DATE: October 29th 2015
 WORK REQUESTED BY: FLOOD DIVERSION BOARD OF AUTHORITY
 WORK LOCATION: 200 4th St S
 ADDRESS: BOX 2806 211 NINTH STREET SOUTH
FARGO, ND 58108

CONSISTING OF:

The primary cost elements included in this cost are as follows:

- A) The installation of 570 feet of #1 AL three phase
- B) The installation of a 1500 kva padmount transformer
- C) The removal of transformers R & W
- D) Splicing the three phase and installing it into transformer P

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

(\$ 65613.11)

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by Travis Lill

Northern States Power Company, Customer
 a Minnesota corporation ("Xcel Energy")

Brad Sylliaasen _____
 Print Full Name and Title Print Full Name and Title (if applicable)

[Signature] _____
 Signature Signature

FOR XCEL ENERGY USE

Xcel Energy Representative _____ Xcel Energy Work Order # _____

Construction \$ 65613.11 Removal \$ _____ Total \$ 65613.11



WORK CHANGE DIRECTIVE
Pump Station Wiring De-Scope

WCD-00004 REV-0

TO: ICS, INC. (dba Industrial Contract Services, Inc.) PROJECT NO.: WP-42A.1/A.3
PROJECT: WP-42A.1/42A.3 4th Street Pump Station and Gatewell and 2nd Street Floodwall South
OWNER: Metro Flood Diversion Authority
ENGINEER: Houston-Moore Group, LLC
OWNER'S REPRESENTATIVE: CH2M HILL ENGINEERS, INC.

DESCRIPTION OF WORK:

- 1. De-scope work for primary power feeder re-route and duct bank. Work includes wiring and trenching work associated with providing electrical service between the existing pump station utility transformer and new utility transformer as displayed on drawing E-009 of the contract documents. See attached E-009 Option 2 drawing.

REASON FOR CHANGE(S):

- 1. The existing proposed transformer placement and wiring solution would conflict with other work occurring in the area. (Xcel Energy will be providing an alternative to this work under a Utility Reimbursement Agreement)

ATTACHMENTS (List Supporting Documents):

- 1. Fusion Automation Bid Proposal (9-30-2015)
2. Fusion Automation Cable Installation Plan
3. Original Engineer's Estimate of De-Scoped Work

DESIGN IMPACT (List Impacts):

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

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

Signature lines for Designer of Record and USACE PM with date fields.

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

Recommended by:

CH2M HILL ENGINEERS, INC.

Owner's Representative

Ordered by:

Board of Authority

Owner

Signature lines for Tyler Smith, P.E. and Darrell Vanyo, Board Chair with date fields.

- Copy: Owner
Designer of Record
USACE
Owner's Representative

**Public Outreach Committee Report
For Diversion Authority – November 12, 2015**

- Community Outreach

- The Outreach Team continues to engage with local civic groups, trade associations, and other interested community groups.
 - The Lions Club in Horace hosted a Diversion Presentation from Rocky Schneider with assistance from Lion's member Mark Brodshaug on Oct. 8.
 - Bob Zimmerman and Rocky Schneider presented to the Moorhead Business Association on Oct. 21. Following the meeting, the MBA officially endorsed the Fargo-Moorhead Diversion Project.
- Upcoming Meetings and Presentations on the Calendar
 - The Minnesota Association of Floodplain Managers' Annual Conference is in Moorhead next week. There are several diversion related topics on the agenda from April Walker, Gregg Thielman, Rocky Schneider, and Eric Dodds.
 - The ND Water Convention conference in Bismarck in December will also have a presentation on the Diversion Project.
 - The Red River Basin Commission conference in January in Grand Forks, ND will also have a Diversion update. *Jan. 19-21, 2016*

- ND Legislative Reporting

- A presentation by Chairman Vanyo and Mayor Mahoney was given to the North Dakota Water Topics Overview Committee in early November. The committee was interested to hear the progress being made on the Diversion Project, the Minnesota EIS, and the NDSU Ag Study. The City of Fargo also brought up the discussion regarding the need to define a mitigation level that is consistent with Minnesota and federal regulations.

- FMDiversion.com Update

- A new version of FMDiversion.com went live in October. The new design is designed to be more mobile friendly and organized to be able to provide better access to the host of information that the website now contains, and is expected to contain as the Project continues to make progress. In the last month, more mobile users were seen than desktop users for the first time. In addition, the page views in October doubled the previous month as one result.



Land Management Summary

November 12, 2015

Acquisitions Completed Through October 31, 2015

Property Type	Complete	
	Properties	Acreage
Single-Family Residential	26	35
<i>Subset: Medical Hardship</i>	5	27
Agricultural	22	2,457
Commercial	4	298
Multi-Family Residential	--	--
Public	3	3
Other	--	--

Acquisition Budget Through October 31, 2015

Fiscal Year	No. Properties Acquired	Lands Budget (\$000)	Lands Expenses (\$000)	Outstanding Encumbrances (\$000)	Remaining Budget (\$000)
FY13	4	\$28,000	\$1,628		n/a
FY14	15	\$37,700	\$20,006		n/a
FY15	28	\$106,700	\$52,482	\$27,086	\$27,132

Other News for month of October:

- There are fifteen (15) homes currently under construction in Oxbow. Six (6) homes have been completed and the owners have been relocated.
- Closed one (1) commercial In-Town property.
- Did not receive any reviews from USACE on properties that had been previously submitted.
- Several appraisals are awaiting review and approval by USACE, including:
 - ProSource has three (3) appraisals with USACE for review.
 - Ulteigh has one (1) appraisals with USACE for review.
 - HMG has two (2) appraisal with USACE for review.
- Bids were awarded for the Park East Demolition project and for 2 home demolitions in Oxbow.
- Critical In-town property negotiations are continuing with Fargo Public Schools, Mid-America Steel, Case Plaza, and the Shakey's & MEPS properties.
- The Sidestreet Bar & Grille has been relocated, and the acquisition of the Howard Johnson is complete.
- Right of Entry letters have been sent to property owners affected by WP 1-7 Diversion Channel alignment. Team to begin survey and pre acquisition work on these properties once right of entry's received.

Land Management Summary

November 10, 2015

- Three (3) In-town and four (4) Oxbow purchase agreements were reviewed by the Diversion Authorities Finance and Land Management Committees and approved by the CCJWRD.

Appraisals Complete or In Negotiation (sorted by closing date)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
Northern Hospitality	9785	Commercial	Closed	HMG/Britton	
Agricultural property 266ac – S23, T137, R49; S24, T137, R49	1975, 1985	Agricultural	Signed Purchase Agreement	Ulteig/Bock	
1313 Elm St N	9126	Residential	Signed Purchase Agreement	HMG/Britton	
24 North Terrace	9195	Residential	Signed Purchase Agreement	HMG/Britton	
833 Riverbend Road	9504	Residential	Purchase Agreement Signed	ProSource/McKinzie	
821 Riverbend Road	9506	Residential	Signed Purchase Agreement	ProSource/Hraba	
813 Riverbend Road	9508	Residential	Signed Purchase Agreement	ProSource/Hraba	
805 Riverbend Road	9510	Residential	Signed Purchase Agreement	ProSource/Hraba	
749 Riverbend Road	9511	Residential	Purchase Agreement Signed	ProSource/McKinzie	
810 Riverbend Road	9595	Residential	Purchase Agreement Signed	ProSource/Hraba	
828 Riverbend Road	9599	Residential	Purchase Agreement Signed	ProSource/Hraba	
326 Schnell Drive	9641	Residential	Signed Purchase Agreement	ProSource/Hraba	
328 Schnell Drive	9642	Residential	Signed Purchase Agreement	ProSource/Hraba	
332 Schnell Drive	9644	Residential	Purchase Agreement Signed	ProSource/Hraba	
334 Schnell Drive	9645	Residential	Purchase Agreement Signed	ProSource/Hraba	December, 2015
350 Schnell Drive	9649	Residential	Purchase Agreement Signed	ProSource/Hraba	December, 2015
330 Schnell Drive	9643	Vacant Lot	Signed Purchase Agreement	ProSource/Hraba	
309 Schnell Drive (owner of 2 other parcels)	9654	Residential	Purchase Agreement Signed	ProSource/McKinzie	
317 Schnell Drive	9656	Residential	Signed Purchase Agreement	ProSource/Hraba	

Land Management Summary

November 10, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
321 Schnell Drive	9657	Residential	Signed Purchase Agreement	ProSource/Hraba	
329 Schnell Drive	9659	Residential	Signed Purchase Agreement	ProSource/Hraba	
337 Schnell Drive	9661	Residential	Signed Purchase Agreement	ProSource/Hraba	
341 Schnell Drive	9662	Residential	Signed Purchase Agreement	ProSource/McKinzie	
City of Fargo - School District 1	9777	Commercial	Signed Purchase Agreement	HMG/Britton	
Agricultural property 157ac – S10, T141, R49; S10, T141, R49	0547, 0548	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 45ac – S25, T138, R50	1201	Agricultural	In Negotiation	Direct negotiations	
Agricultural property 214ac – S13, T137, R49; S14, T137, R49	1930, 1940, 1941	Agricultural	In Negotiation	Ulteig/Bock	
16678 3 rd St S	1802	Residential	In Negotiation	HMG/Britton	
5302 174 ½ Ave SE	1898	Residential	In Negotiation	HMG/Britton	
5017 171 Ave SE	1953	Residential	In Negotiation	Ulteig/Bock	
6 North Terrace #6	8926	Residential	In Negotiation	HMG/Britton	
6 North Terrace #5	8927	Residential	In Negotiation	HMG/Britton	
6 North Terrace #4	8928	Residential	In Negotiation	HMG/Britton	
6 North Terrace #3	8929	Residential	In Negotiation	HMG/Britton	
2 North Terrace #2	8930	Residential	In Negotiation	HMG/Britton	
2 North Terrace #1	8931	Residential	In Negotiation	HMG/Britton	
1314 Elm St N	9125	Residential	In Negotiation	HMG/Britton	
12 North Terrace	9168	Residential	In Negotiation	HMG/Britton	
Mid America Steel	9215, 9216, 9217, 9218, 9783	Commercial	In Negotiation	HMG/Britton	
17556 Pfiffer Dr	9383	Residential	In Negotiation	Ulteig/Bock	
17465 49 th St SE	9403	Residential	In Negotiation	Ulteig/Bock	
839 Riverbend Road	9503	Residential	In Negotiation	Ulteig/Bock	
829 Riverbend Road	9505	Residential	In Negotiation	ProSource/Hraba	
817 Riverbend Road	9507	Residential	In Negotiation	ProSource/McKinzie	
809 Riverbend Road	9509	Vacant Lot	In Negotiation	Ulteig/Bock	

Land Management Summary

November 10, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est.Closing Date
724 Riverbend Road	9587	Residential	In Negotiation	Ulteig/Bock	
808 Riverbend Road (2 parcels at this address)	9593, 9594	Residential	In Negotiation	ProSource/McKinzie	
816 Riverbend Road	9596	Residential	In Negotiation	ProSource/Hraba	
840 Riverbend Road	9600	Residential	In Negotiation	ProSource/Hraba	
844 Riverbend Road	9601	Residential	In Negotiation	ProSource/Hraba	
856 Riverbend Road (owner at 852 Riverbend)	9604	Vacant Lot	In Negotiation	ProSource /Bock	
860 Riverbend Road (owner at 852 Riverbend)	9605	Vacant Lot	In Negotiation	ProSource /Bock	
864 Riverbend Road (owner at 852 Riverbend)	9606	Vacant Lot	In Negotiation	ProSource /Bock	
872 Riverbend Road	9607	Vacant Lot	In Negotiation	ProSource /Bock	
869 Riverbend Road	9608	Vacant Lot	In Negotiation	ProSource /Bock	
873 Riverbend Road	9609	Vacant Lot	In Negotiation	ProSource /Bock	
477 Oxbow Drive	9614	Vacant Lot	In Negotiation	ProSource /Bock	
473 Oxbow Drive	9615	Vacant Lot	In Negotiation	ProSource /Bock	
469 Oxbow Drive	9616	Vacant Lot	In Negotiation	ProSource /Bock	
465 Oxbow Drive	9617	Vacant Lot	In Negotiation	ProSource /Bock	
461 Oxbow Drive	9618	Vacant Lot	In Negotiation	ProSource /Bock	
457 Oxbow Drive	9619	Vacant Lot	In Negotiation	ProSource /Bock	
455 Oxbow Drive	9620	Vacant Lot	In Negotiation	ProSource /Bock	
425 Oxbow Drive	9628	Vacant Lot	In Negotiation	ProSource /Bock	
338 Schnell Drive	9647	Residential	In Negotiation	ProSource/Hraba	
354 Schnell Drive	9650	Vacant Lot	In Negotiation	Ulteig/Bock	
358 Schnell Drive	9651	Vacant Lot	In Negotiation	Ulteig/Bock	
313 Schnell Drive	9655	Residential	In Negotiation	ProSource/Hraba	
325 Schnell Drive	9658	Residential	In Negotiation	ProSource/McKinzie	
365 Schnell Drive	9668	Vacant Lot	In Negotiation	Ulteig/Bock	
Case Plaza LLC	9770	Commercial	In Negotiation	HMG/Britton	
5059 Makenzie Cir, Horace	9672	Residential	In Negotiation	ProSource/Hraba	
Feder Realty Co.	9776	Commercial	In Negotiation	HMG/Britton	
BNSF	9259, 9779, 9780	Commercial	In Negotiation	HMG/Britton	

Land Management Summary

November 10, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
4989 Klitzke Dr	9440	Residential	In Negotiation	Ulteig/Bock	
Agricultural Property 320ac – S28, T137, R48; S37, T137, R48	1790,1811	Agricultural	In Negotiation	Crown/Berg	
843 Riverbend Road	9502	Residential	Appraisal in Review	ProSource/McKinzie	
848 Riverbend Road	9602	Residential	Appraisal in Review	ProSource/McKinzie	
852 Riverbend Road (owner of 3 other parcels)	9603	Residential	Appraisal in Review	ProSource/McKinzie	
City of Fargo	9772	Commercial	Appraisal in Review	HMG/Britton	

¹ Activity sequence: 1) Appraisal in Review; 2) In Negotiation; 3) Purchase Agreement Signed, 4) Closed

Appraisals in Progress (sorted by Activity, then Original ID Number)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
Rural address	9670, 9671	Residential	Appraisal Initiated	Ulteig/Bock
City of Fargo	9768	Commercial	Appraisal Initiated	HMG/Britton
City of Fargo - Housing Authority	9769	Commercial	Appraisal Initiated	HMG/Britton
17471 49 th St SE	9411	Residential	Appraisal Assigned	Ulteig/Bock
Easement - 16 1st Avenue	9464	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 308 Main Ave	9469, 9495, 9496	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 182 Main Ave	9470	Residential	Appraisal Assigned	Ulteig/Bock
Easement - Horace Rural Fire Dept.	9472, 9473	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 203	9474	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Pleasant Twp	9475, 9476, 9477	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 626 Evergreen	9494	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Jack Nick LLC	9497, 9498, 9501	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 367	9576, 9579	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Hickson Grain Company	9577, 9578	Commercial	Appraisal Assigned	Ulteig/Bock

¹ Activity stages: 1) Appraisal Assigned 2) Owner notified; 3) Appraisal Initiated

² Easements are being acquired for an internal drainage project

Land Management Summary

November 10, 2015

Easements in Progress on Publicly Owned Parcels (sorted by Activity, then Original ID Number)

Street Address	USACE Orig ID No.	Type	Activity ¹
City of Fargo - Park District	9212. 9771, 9781, 9784	Commercial	Easements Obtained
Oxbow Job Development Authority <i>Permanent easement</i>	9581	Residential	Easement Identified

¹ Activity stages: 1) Easement Identified; 2) Easement in Process; 3) Easement Secured

² These Publicly Owned Parcels have entered into a MOU with the DA, therefore not requiring the parcels go through the appraisal process.

FINANCE REPORT 11-12-15

Finance Committee met yesterday and reviewed and approved the bills listed in your agenda.

Of note in the financial reports is that with about 2 months of the fiscal year remaining we have spent or obligated \$173.7 million of our \$224 million dollar budget.

We recommended to CCJWRD to proceed with 7 property acquisitions presented yesterday, 3 of these are in Fargo, including a FPSD property, 3 were in Oxbow and one adjacent to Oxbow needed for the dike. We did not approve one property acquisition in Minnesota and may take that project up at a later date.

We also approved a land acquisition directive for the southern border of the diversion, this will allow for the start of talks with those affected property owners.

We did get our first look at a draft of the 2016 budget.

FY16 Budget will be brought to the board for approval in December

- Draft overview was presented to the Finance Committee and staff this week
- Following approval by the Diversion Authority in December, the budget will be presented to all six entities for their review.

The Diversion Authority Fiscal Year 2016 (FY16) budget is presented to achieve the following:

1. Support completion of the MDNR EIS, conduct additional Mitigation (cultural and environmental) necessary for implementation of the project
2. Make us Shovel Ready by conducting property acquisitions along the diversion channel and inlet structure, as well as completing property acquisitions in Oxbow and for the In-Town levees.
3. Build in-town flood protection systems for key portions of downtown Fargo.
4. Advance the Public Private Partnership procurement model for ultimate implementation of permanent flood protection for the metro area.

We will begin looking at ways to finance the 2016 budget, we do have approximately \$60 million of loan and sales tax money on hand at this time between the City of Fargo and Cass County and of course we do have cost sharing money available from the State of North Dakota to match some of our costs – we have \$159.5 million in state appropriations available for this project.

We also received a draft of the cost accounting management system that will tie the City of Fargo and CCJWRD so that we can improve the timeliness of data and more complete project accounting when it is implemented.

Michael Montplaisir

Finance Committee Bills for November 2015

Vendor	Description	Amount
Fredrikson & Bryon, P.A.	Government Relations Fee - October	\$3,500.00
U.S. Army Corps of Engineers	Cost Share	\$700,000.00
Aevenia	2nd St Project - fiber relocation	\$16,230.00
Dorsey & Whitney	Legal Services Rendered through 9/30/2015	\$91,161.41
Clay County Highway Department	Demolition and site cleanup of 387 170th Ave SW, Moorhead	\$31,826.71
Cass County Joint Water Resource District	Reimburse Diversion bills	\$5,757,430.86
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - General Legal Matters for October	\$6,250.05
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - LEERDS Matters for October	\$1,690.65
Total Bills Received in October		<u><u>\$6,608,089.68</u></u>

REMITTANCE PAGE

Diversion Board of Authority
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

Please remit this page with your payment. Thank you. We appreciate your business.

Invoice: 1336500
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: October 9, 2015

Total Fees:	\$ 3,500.00
Total This Invoice	\$ 3,500.00

Payment is due within 30 days from receipt of invoice

If you have any questions please email accounting@fredlaw.com or contact a client representative at 612.492.7574.

INVOICE DETAIL

Diversion Board of Authority
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

Invoice: 1336500
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: October 9, 2015

Government Relations flat fee payment 4 of 12.

Total For Fees	\$ 3,500.00
-----------------------	--------------------

Total This Invoice	\$ 3,500.00
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DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL MN 55101

October 9, 2015

RECEIVED

OCT 12 2015

Planning, Programs and Project Management Division
Project Management Branch

CASS COUNTY COMMISSION

SUBJECT: Fargo-Moorhead Metro Preconstruction, Engineering, and Design Phase

Chairman Darrell Vanyo
Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

Dear Chairman Vanyo:

Based upon the Division Board of Authority's August 13, 2015 meeting where the Corps funds request for FY15-16 was passed and in accordance with Article IV of the Design Cost Share Agreement executed on September 12, 2011, please provide cost share funds in the amount of \$700,000. These funds will count towards the required 5 percent cash contribution and are associated with Cost Share Control Record Number 531.

We request that \$700,000 be wired directly to the U.S. Army Corps of Engineers. We are providing the following information:

- a. Bank Name: Cash Link-ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale MD
Account Type: Checking
- b. Advance Account Number: 293
- c. ROV Number: 1637
- d. Cost Share Number: 531

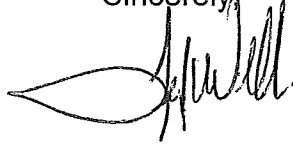
The instructions require a notification letter from the non-Federal sponsor 14 days in advance of the transfer. To do this, please email terryl.l.williams@usace.army.mil and shannon.e.gross@usace.army.mil with the date of transfer, amount and type of transfer.

We will then forward this information to our point of contact at our finance center in Tennessee.

Please contact Shannon Gross of our Finance and Accounting Branch at (651) 290-5389, if additional help is required to complete the electronic funds transfer.

If you have any questions concerning the project, please contact me at (651) 290-5517 or at terryl.l.williams@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Williams', written over a large, stylized leaf-shaped graphic.

Terry Williams
Project Manager

cc:

Honorable Del Rae Williams
Mayor of Moorhead
500 Center Avenue
PO Box 779
Moorhead, MN 56561-0779

Honorable Dr. Tim Mahoney
Mayor of Fargo
200 Third Street North
Fargo, ND 58102

Mr. Bob Zimmerman
Moorhead City Hall
500 Center Avenue
PO Box 779
Moorhead, MN 56561-0779

Mr. Mark Bittner
Director of Engineering
200 Third Street North
Fargo, ND 58102

Mr. Keith Berndt
Cass County
211 9th Street South
PO Box 2806
Fargo ND 58108-2806



Invoice

Bill to: CITY OF FARGO
200 3RD STREET N
FARGO, ND 58102 US
▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬▬

Ship to: 200 3RD STREET N
FARGO, ND 58102 US

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1724	PO 203668	30970-01	10/20/15	11/19/15		NET 30 DAYS

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
10/15-30	1	CITY OF FARGO FIBER-RELOCATIO	30970-15			0.000	16,230.00

Notes:
Billing for City of Fargo Fiber Relocation #203668

"Aevenia agrees to remove existing fiber in city parking lot at no extra charge if Consolidated Communications is unable to."

Total	16,230.00
Sales Tax	
Less Retainage	
Total Due	16,230.00



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

October 16, 2015
Invoice No. 3234890

RECEIVED
BY _____ DATE 10-22-15

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

For Legal Services Rendered Through September 30, 2015

INVOICE TOTAL

Total For Current Legal Fees	\$90,160.00
Total For Current Disbursements and Service Charges	\$1,001.41
Total For Current Invoice	\$91,161.41

Summary of Account

*Prior Balance Due	\$76,494.10 pd 10/21/15
Total Amount Due	\$167,655.51

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

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

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

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

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

Please make reference to the invoice number

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

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

October 2015

Dear Client:

In accordance with Dorsey's custom and practice, and our engagement communications concerning periodic rate increases, the standard rates for many Dorsey lawyers are increasing effective October 1, 2015. The overall Firm average standard billing rate increase for all attorneys is 3.9%. In addition, associates may have a rate increase component that recognizes their class year promotion. While these figures represent a Firm-wide average across all of our offices and practice groups, the actual change in billing rates for the timekeepers working on your specific matters is likely to vary. This increase may or may not apply to specific engagements you have with our Firm.

Dorsey's domestic average lawyer billing rates have historically been among the lowest for firms of our size and caliber. We pride ourselves on delivering value to our clients, and believe that our rates are very competitive with peer firms in our offices' locations. We will strive to continue to remain one of the best values among law firms of our size.

As you are aware, billing rates are just one component of legal fees. We have provided, and will continue to provide, our services to you in the most effective and efficient manner befitting the engagement. Our careful approach to staffing and our thoughtful consideration of your needs will continue to reflect our efforts to provide you with effective, high quality and value-added legal services.

We are very thankful for the relationship we have established and look forward to continuing to assist you with your current and future legal needs. We would be happy to discuss any aspect of this letter with you at your convenience.

Sincerely,

Dorsey & Whitney LLP



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorneys
Nancy J. Morris
Jason T. Loos

October 23, 2015

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

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated October 16, 2015 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through September 30, 2015 on the Red River Diversion Project.

Please note that I have also enclosed a letter from the Dorsey Firm concerning a rate increase effective October 1, 2015.

If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

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

Erik R. Johnson

ERJ/jmf
Enclosure
cc: Bruce Grubb



HIGHWAY DEPARTMENT

DAVID L OVERBO, Engineer

NATHAN GANNON, Assistant Engineer

Office: (218) 299-5099

Fax: (218) 299-7304



RECEIVED

NOV 4 2015

CASS COUNTY COMMISSION

Flood Diversion Authority
211 9th St S
PO Box 2806
Fargo, ND 58108-2806

BILLING DATE: November 2, 2015

Acct # 415

ACCOUNT CHARGES		AMOUNT
Demolition and Site Cleanup of Property at 387 170th Ave SW, Moorhead		
American Enterprises Inc. - Site Demolition & Debris Removal	27,660.00	
Materials - Gate / Posts	285.72	
Clay County Employee Labor/Equipment	3,880.99	
Total		\$ 31,826.71
* Itemized Charges on Succeeding Page		

BALANCE DUE

\$

31,826.71

Approved:

Clay County Highway Engineer

Please make check payable to: CLAY COUNTY HIGHWAY DEPARTMENT

Please send remittance to: Clay County Auditor Office
807 North 11th Street
PO Box 280
Moorhead, Minnesota 56560

VOLK PROPERTY SITE RESTORATION / CLEANUP

DATE	EMP #	EMPLOYEE		HOURS	RATE	AMOUNT	FRINGE	LABOR TOTAL	EQUIP #	EQUIPMENT	HOURS	RATE	EQUIP TOTAL
7/9/2015	428	BRASETH, KEVIN	REG	6.00	20.44	122.64	51.77	174.41	1149	2009 CHEVY SILVERADO PICKUP	1.00	10.00	10.00
7/9/2015	428	BRASETH, KEVIN	REG			-	-	-	2024	2005 UTILITY TRAILER	1.00	5.00	5.00
7/9/2015	1084	GRINDE, JOHN	REG	5.00	15.88	79.40	33.51	112.91	1289	2008 FORD F350 4x2 PICKUP	2.50	12.00	30.00
7/9/2015	96	MCDONALD, BRAD	REG	6.00	25.63	153.78	64.91	218.69	1352	2012 GMC SIERRA PICKUP	6.00	10.00	60.00
7/9/2015	401	MOORE, C THOMAS	REG			-	-	-	1091	2001 FORD F250 4x4 PICKUP	1.50	10.00	15.00
7/9/2015	401	MOORE, C THOMAS	REG	6.00	18.41	110.46	46.63	157.09	1763	2013 CASE IH 105 TRACTOR	2.00	20.00	40.00
7/9/2015	401	MOORE, C THOMAS	REG			-	-	-	3760	2000 NEW HOLLAND DISK MOWE	2.00	8.00	16.00
7/9/2015	1083	SINNER, DAN	REG	6.00	15.88	95.28	40.22	135.50					-
8/5/2015	203	BEAUDRY, LEE	REG	2.00	28.95	57.90	24.44	82.34	1195	2015 GMC SIERRA PICKUP	1.50	10.00	15.00
8/7/2015	1010	OLSON, AMANDA	REG	1.00	18.37	18.37	7.75	26.12					-
8/7/2015	248	OVERBO, DAVID	REG	6.50	47.38	307.97	129.99	437.96	1013	2013 GMC ACADIA	1.00	10.00	10.00
8/10/2015	1199	GRINDE, TERRI	REG	1.00	14.36	14.36	6.06	20.42					-
8/10/2015	1010	OLSON, AMANDA	REG	1.00	18.37	18.37	7.75	26.12					-
8/17/2015	428	BRASETH, KEVIN	AFP	1.50	22.44	33.66	14.21	47.87	1303	2013 CAT SKID STEER	0.50	25.00	12.50
8/17/2015	1023	JOHNSON, JERALD	REG	1.50	16.39	24.59	10.38	34.97					-
8/19/2015	865	GANNON, NATHAN	REG	1.00	39.83	39.83	16.81	56.64					-
8/20/2015	203	BEAUDRY, LEE	REG	2.00	28.95	57.90	24.44	82.34	1195	2015 GMC SIERRA PICKUP	1.00	10.00	10.00
8/24/2015	203	BEAUDRY, LEE	REG	1.50	28.95	43.43	18.33	61.76					-
8/24/2015	1019	FRIEDRICH, BRIAN	REG	1.50	25.24	37.86	15.98	53.84					-
8/24/2015	865	GANNON, NATHAN	REG	2.00	39.83	79.66	33.62	113.28	1024	2014 FORD EXPLORER SUV	0.50	10.00	5.00
8/24/2015	248	OVERBO, DAVID	REG	2.00	47.38	94.76	40.00	134.76					-
9/10/2015	203	BEAUDRY, LEE	REG	7.50	28.95	217.13	91.65	308.78	1195	2015 GMC SIERRA PICKUP	1.00	10.00	10.00
9/11/2015	203	BEAUDRY, LEE	REG	4.00	28.95	115.80	48.88	164.68	1195	2015 GMC SIERRA PICKUP	2.00	10.00	20.00
9/14/2015	203	BEAUDRY, LEE	REG	9.50	28.95	275.03	116.09	391.12	1195	2015 GMC SIERRA PICKUP	1.00	10.00	10.00
9/14/2015	865	GANNON, NATHAN	REG	2.00	39.83	79.66	33.62	113.28	1024	2014 FORD EXPLORER SUV	1.00	10.00	10.00
9/15/2015	203	BEAUDRY, LEE	REG	6.00	28.95	173.70	73.32	247.02	1195	2015 GMC SIERRA PICKUP	1.50	10.00	15.00
9/16/2015	203	BEAUDRY, LEE	REG	1.00	28.95	28.95	12.22	41.17	1195	2015 GMC SIERRA PICKUP	0.75	10.00	7.50
9/17/2015	248	OVERBO, DAVID	REG	1.50	47.38	71.07	30.00	101.07	1013	2013 GMC ACADIA	0.75	10.00	7.50
9/18/2015	203	BEAUDRY, LEE	REG	1.00	28.95	28.95	12.22	41.17	1195	2015 GMC SIERRA PICKUP	0.75	10.00	7.50
9/23/2015	203	BEAUDRY, LEE	REG	1.00	28.95	28.95	12.22	41.17	1195	2015 GMC SIERRA PICKUP	0.75	10.00	7.50
9/29/2015	203	BEAUDRY, LEE	REG	2.00	28.95	57.90	24.44	82.34	1195	2015 GMC SIERRA PICKUP	0.75	10.00	7.50
10/19/2015	203	BEAUDRY, LEE	REG	1.00	28.95	28.95	12.22	41.17					-
								3,549.99					331.00

LABOR / EQUIPMENT TOTAL

3,880.99

DATE	INVENTORY #	MATERIAL	UNITS	RATE	MATERIAL TOTAL
7/9/2015	8023	6' 1.12# POSTS	16.00	5.2342	83.75

MATERIALS TOTAL

83.75

DATE	VENDOR #	VENDOR	DESCRIPTION	TOTAL
7/8/2015	6229	TRACTOR SUPPLY CO.	GATE / POSTS	201.97
16-Oct	9308	AMERICAN ENTERPRISES, INC.	SITE DEMOLITION / DEBRIS REMOVAL	27,660.00
				27,861.97

OUTSIDE VENDOR TOTAL

27,861.97

TOTAL PROJECT (LABOR / EQUIPMENT / MATERIALS)

31,826.71

American Enterprises Inc.

310 7th St N.W.

West Fargo, ND 58078

Invoice

DATE	INVOICE #
10/16/2015	1463

BILL TO
Clay County Highway Dept

DESCRIPTION	AMOUNT
387 170th Ave SE, Clay County, MN Demolish/Remove Foundation, Garage, Debris and Well Removal	23,875.00
Additional Items:	
Remove and dispose of extra debris and concrete along the river on the back of the lot	
3 Side Dumps - 2 hrs each at \$125.00/hr each	750.00
Track Skid - 2 hrs at \$90.00/hr	180.00
324 Excavator - 2 hrs at \$165.00/hr	330.00
Landfill fees - 2 loads at \$420.00/load	840.00
Relocating gate	
Track Skid with Post Hole Attachment - 0.5 hrs at \$110.00/hr	55.00
1 Laborer - 0.5 hrs at \$65.00/hr	32.50
1 Laborer - 1 hr at \$65.00/hr	65.00
Sakrete	10.00
Complete removal of road into the property	
324 Excavator - 2 hrs at \$165.00/hr	330.00
700 Dozer - 5.5 hrs at \$135.00/hr	742.50
Track Skid - 5 hrs at \$90.00/hr	450.00
Total	\$27,660.00

Zagal neighborhood and Park East apartments, Habitat for Humanity will be allowed to salvage items from the structures. The Fargo Fire Department will conduct some training exercises in the apartment complex before demolition.

Committee Membership

Mr. Vanyo said the Fargo City Commission recently appointed Mike Williams to the Finance Committee to replace Pat Zavoral and Dave Piepkorn to the Land Management Committee. He said since Mr. Piepkorn is an additional member on the committee, he asked for approval of the appointment by the Diversion Board.

MOTION, passed

Mr. Pawluk moved and Mr. Olson seconded to approve the addition of Fargo City Commissioner Dave Piepkorn to the Land Management Committee. On roll call vote, the motion carried with Mr. Vanyo, Mr. Mahoney, Mr. Williams, Mr. Pawluk, Mr. Thorstad, Ms. Otto, and Mr. Olson voting "Yes"; Mr. Piepkorn abstaining.

9. **FINANCE UPDATE**

Committee report

The Finance Committee met on July 8th. Kent Costin, Fargo Finance Director, said the total disbursed on the project to date is \$127 million. The committee acted on the following items:

City of Fargo – Loan Advance

The Finance Committee approved an advance of \$10 million from the U.S. Bank Loan to help fund property closings on the Howard Johnson Hotel and Sidestreet Bar. This is the third draw down request from the \$50 million loan taken out by the City of Fargo.

MOTION, passed

Mr. Mahoney moved and Mr. Williams seconded to approve a draw down request for loan funds from U.S. Bank in the amount of \$10,000,000. On roll call vote, the motion carried unanimously.

Clean up of property in Clay County

Mr. Costin said the Diversion Authority purchased buildings located at 387 170th Avenue SW in Clay County as part of the hardship buyout program. The committee authorized Clay County to contract to clean up the property at a cost not to exceed \$40,000.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to authorize Clay County to contract for the necessary work to clean up the property located at 387 170th Avenue SW, Moorhead, Minnesota, with a budget appropriation not to exceed \$40,000 to be billed to the Diversion Authority. On roll call vote, the motion carried unanimously.

Corps of Engineers Cost Share Funding Request

Mr. Costin said a request of \$525,000 for the final installment of FY2014 funds was received from the Corps of Engineers. This will be the last installment out of the \$3.35 million total work plan that was approved.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve the cost share funding request from the Corps of Engineers in the amount of \$525,000. On roll call vote, the motion carried unanimously.



Cass County
Joint Water
Resource
District

November 2, 2015

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

Mark Brodshaug
Chairman
Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Raymond Wolfer
Manager
Argusville, North Dakota

Greetings:

RE: Fargo-Moorhead Area Diversion
In-Town Levees
Access and Diversion Project Assessment Committee (DPAC)
Oxbow-Hickson-Bakke Ring Levee
Oxbow Golf and Country Club – Golf Course Construction

Enclosed please find copies of bills totaling \$5,757,430.86 regarding the above referenced projects. The breakdown is as follows:

Access issues	42,530.07
In-Town Levees	5,500,939.60
DPAC	1,627.00
Oxbow-Hickson-Bakke Ring Levee	212,334.19

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 July 7, 2014.

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
wrd@casscountynd.gov
casscountygov.com

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

11/2/15

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/8/2015	9/21/2015	137656	100007	2,856.63	Ohnstad Twichell, P.C.	Legal-ROE requests
10/8/2015	9/21/2015	137667	130007	16,926.69	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
10/8/2015	9/21/2015	137654	90007	612.00	Ohnstad Twichell, P.C.	Legal-Draft consultant agreements
10/8/2015	9/30/2015	2340		80.00	Erik R. Johnson & Associates, Ltd	Legal- right of entry court filing fee
10/22/2015	10/6/2015	677038		3,680.00	Larkin Hoffman Attorneys	Legal-rights of entry
10/22/2015	10/13/2015	11329	16921	18,374.75	Moore Engineering, Inc.	file & surface drainage study for staging area
Total				42,530.07		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/08/15	06/22/15	15458		17,900.00	Techtron Engineering Inc.	asbestos surveys and reports
10/08/15	09/30/15			240.00	Barbara Sidler	Moving costs
10/22/2015	9/30/2015			9,306.14	Kelly Moraghan	replacement housing incidental expense
10/8/2015	9/16/2015	472061247		19.05	Xcel Energy	Service to 18 N Terrace
10/22/2015	10/13/2015	475233777		132.23	Xcel Energy	Service to 1330 Elm ST and 1341 Oak St
10/22/2015	10/7/2015	1031200059		43.50	City of Fargo	Water service to 26 North Terrace
10/8/2015	9/29/2015	381042585	479407	18,763.80	CH2M Hill Engineers, Inc.	Land Management Services
10/8/2015	9/25/2015	1224	2002	314,312.03	Houston-Moore Group	Negotiation and Acquisition services
10/8/2015	10/3/2015	4806		4,034.50	Sentry Security, Inc.	Security patrol services
10/22/2015	10/17/2015	4838		3,608.75	Sentry Security, Inc.	Security patrol services
11/2/2015	11/2/2015			5,132,579.60	The Title Company	Northland Hospitality property purchase
Total				5,500,939.60		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/8/2015	9/21/2015	137662	120007	1,190.00	Ohnstad Twichell, P.C.	Legal-DPAC
10/8/2015	9/21/2015	137714	150007	437.00	Ohnstad Twichell, P.C.	Legal-Garaas appeal
Total				1,627.00		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/8/2015	9/21/2015	137675	140007	15,367.28	Ohnstad Twichell, P.C.	Legal - OHB property purchases
10/8/2015	9/29/2015	381042584	479407	130,000.00	CH2M Hill Engineers, Inc.	Construction Management Services
10/8/2015	9/9/2015	202		142.33	Cass County Treasurer	weed control at Oxbow
10/8/2015	9/25/2015	11151		86.23	Cass Rural Water Users District	Service to 5059 Mackenzie Dr
10/22/2015	10/5/2015	1125474		31.47	Cass County Electric Cooperative	Service to 336 Schnell Dr
10/22/2015	10/5/2015	1108711		30.35	Cass County Electric Cooperative	Service to 345 Schnell Dr
10/22/2015	10/5/2015	1122560		44.36	Cass County Electric Cooperative	Service to 349 Schnell Dr
10/22/2015	10/5/2015	1125656		62.81	Cass County Electric Cooperative	Service to 353 Schnell Dr
10/22/2015	10/5/2015	1123339		42.41	Cass County Electric Cooperative	Service to 357 Schnell Dr
10/22/2015	10/5/2015	1125655		52.40	Cass County Electric Cooperative	Service to 361 Schnell Dr
10/22/2015	10/5/2015	1125415		27.79	Cass County Electric Cooperative	Service to 748 Riverbend Rd
10/22/2015	10/5/2015	1125687		70.59	Cass County Electric Cooperative	Service to 752 Riverbend Rd
10/22/2015	10/5/2015	1122561		168.30	Cass County Electric Cooperative	Service to 5059 Mackenzie Cir
10/22/2015	10/15/2015	1121701		39.48	Cass County Electric Cooperative	Service to 17495 52 St SE
10/8/2015	9/29/2015	381042585	479407	66,526.18	CH2M Hill Engineers, Inc.	Project Management & Land Mgmt services
10/7/2015	10/7/2015			-357.79	The Title Company	Escrow funds for Jeff and Cindy Fisher
Total				212,334.19		
Grand Total				5,757,430.86		

Erik R. Johnson & Associates, Ltd.
Attorneys at Law
505 Broadway Street North – Suite 206
Fargo, ND 58102
Phone: (701) 280-1901
Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

October 25, 2015
Invoice No. 2345

RE: Metro Flood Project – General Legal Matters

For Legal Services Rendered Through October 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 6,250.05
Total for Current Disbursements and Service Charges	\$ 0
Total for Current Invoice	\$ 6,250.05

Summary of Account

*Prior Balance Due	\$ 0
Total Amount Due	\$ 6,250.05

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

We appreciate your business.

Erik R. Johnson & Associates, Ltd
Attorneys at Law

Erik R. Johnson - Nancy J. Morris - Jason T. Loos

505 Broadway - Suite 206

Fargo, ND 58102

(701) 280-1901

Invoice #

2345-

Invoice

City of Fargo -- Auditor's Office
Attn: Kent Costin
200 North 3rd Street
Fargo, ND 58102

Date

10/25/2015

Description	Qty	Rate	Amount
Metro Flood Project -- General legal matters: Erik Johnson-Sept 26 thru Oct 25, 2015-itemization enclosed	17.6	204.00	3,590.40
Nancy J. Morris-Sept 26 thru Oct 25, 2015-itemization enclosed	14.9	178.50	2,659.65
<i>We appreciate your business.</i>			TOTAL: \$6,250.05

Client: City of Fargo
Job: Metro Flood - General Legal

Atty	DATE	DESCRIPTION	TIME
E	9/30/2015	City/Metro Flood/General -- review presentation document from Eric Dodds; review invoices of Ohnstad Twichell for Mark Brodshaug	0.5
E	10/2/2015	City/Metro Flood/General -- Attend Admin Advisory meeting	2.0
E	10/2/2015	City/Metro Flood/General -- continue working on Oxbow MOU Amendment and send communication	1.0
E	10/2/2015	City/Metro Flood/General -- work on modifications to amendment of Oxbow MOU	2.0
E	10/8/2015	City/Metro Flood - General-- review agenda packet and review litigation matters	0.5
E	10/8/2015	City/Metro Flood/General -- attend Ag Risk Study presentation (NDSU study)	0.5
E	10/8/2015	City/Metro Flood -- attend Div Bd of Auth mtg and attend subseq discussion meeting Mayor, Vanyo and others	2.8
E	10/9/2015	City/Metro Flood--review Comm and draft brief	0.8
E	10/13/2015	City/Metro Flood -- emails and t/c with Mark Becker re record request and t/c w Tietz re coordination	0.5
E	10/14/2015	City/metro flood--P3 Framework session	1.8
E	10/15/2015	Admin Advisory	1
E	10/15/2015	City/Metro Flood -- tc with Cattnach, other communication; t/c with Jennica re non-disclosure question; email John Glatzmeier re HDR; P3 legal counsel rfq matter; conf with Grubb	1.5
E	10/19/2015	City/Metro Flood/General -- comm with Dorsey; comm with Spiller re Oxbow MOU matters and review latest draft	0.5
E	10/19/2015	City/Metro Flood - General -- t/c with Bruce Spiller; revise Oxbow MOU and send out to Turman	0.5
E	10/20/2015	City/Metro Flood--general : meeting with Turman and Spiller and follow up comm	1.2
E	10/22/2015	City/Metro Flood / General -- t/c with Spiller re Oxbow MOU; comm with Sean	0.5
Total Time - ERJ			17.6
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			3590.40
N	9/29/2015	Correspondence re: land president; BID opening	2
N	9/30/2015	Meeting w/ Erik & phone call w/ Chris McShane	1
N	10/2/2015	Special meeting re: land acquisition; Admin. Meeting	3.2
N	10/3/2015	Correspondence re: Oxbow	0.5
N	10/7/2015	Land/finance meeting	2
N	10/8/2015	Meeting w/ Erik re: authority issues, land/finance recap; Diversion Authority meeting & Dakota Metro Flood	2
N	10/9/2015	Correspondence re: authority	0.8
N	10/12/2015	Correspond & phone call w/ John Shockley	0.8

October 25, 2015

Client: City of Fargo
Job: Metro Flood - General Legal

Atty	DATE	DESCRIPTION	TIME
N	10/15/2015	Meeting on the admin advisory board	1.6
N	10/16/2015	Correspondence re: Program management	0.5
N	10/23/2015	SWAT review agreement & correspond	0.5
Total Time - NJM			14.9
Hourly Rate - NJM \$			178.50
Total Fees - NJM \$			2659.65

Erik R. Johnson & Associates, Ltd.
Attorneys at Law
505 Broadway Street North – Suite 206
Fargo, ND 58102
Phone: (701) 280-1901
Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

October 25, 2015
Invoice No. 2344

RE: Metro Flood Project – LEERDS Matters

For Legal Services Rendered Through October 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 1,690.65
Total for Current Disbursements and Service Charges	\$ 0
Total for Current Invoice	\$ 1,690.65

Summary of Account

*Prior Balance Due	\$ 0
Total Amount Due	\$ 1,690.65

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

We appreciate your business.

Erik R. Johnson & Associates, Ltd
Attorneys at Law

Erik R. Johnson - Nancy J. Morris - Jason T. Loos

505 Broadway - Suite 206

Fargo, ND 58102

(701) 280-1901

Invoice #

2344-

Invoice

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Date

10/25/2015

Description	Qty	Rate	Amount
Metro Flood Project -- LERRDS related matters: Erik Johnson-Sept 26 thru Oct 25, 2015-itemization enclosed	3.3	204.00	673.20
Nancy J Morris-Sept 26 thru Oct 25, 2015-itemization enclosed	5.7	178.50	1,017.45
<i>We appreciate your business.</i>		TOTAL: \$1,690.65	

October 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
E	10/2/2015	City/Metro Flood/LEERDS--attend informational meeting regarding land acquisition processes	2.0
E	9/29/2015	City/Metro Flood/LEERDS -- call with Eric Dodds	0.3
E	10/8/2015	City/Metro Flood - LEERDS -- conf with NJM re acquisition related matters	0.5
E	10/19/2015	City/Metro Flood - LEERDS -- email with Dorsey re hardship matter; t/c with Bob Zimm and email re same	0.5
Total Time - ERJ			3.3
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			673.20
N	10/5/2015	In town discussion correspondence re: FPS	1.5
N	10/7/2015	Correspondence re: acquisition	0.8
N	10/14/2015	House move correspondence	0.4
N	10/15/2015	Review replacement housing info correspondence w/ Eric Dodds	1
N	10/19/2015	Land Acquisition call; Review Case Plaza parking easement & correspond w/ Nathan	2
Total Time			5.7
Hourly Rate \$			178.50
Total Fees - NJM \$			1017.45

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 10/31/2015

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	23,301,465	57,843,376
Cass County	443,138	7,652,681	7,072,961	19,373,131	23,301,465	57,843,376
State Water Commission	-	-	3,782,215	602,918	24,461,302	28,846,435
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	5,178,103	12,854,082
Lease/Rental Payments	-	-	17,358	154,180	180,341	351,879
Asset Sales	-	-	-	616,774	245,546	862,320
Miscellaneous	-	-	1,705	626	427	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	76,668,648	158,604,226
Expenditures						
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	4,650,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	258,315	943,569
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	3,836,440	21,691,800
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,027,852	20,205,355
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	46,551,584	70,220,630
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	625	331,075
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	12,680,663	14,419,301
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	4,849,783	16,132,287
7955 Construction Management	-	-	-	556,209	2,267,551	2,823,761
7990 Project Financing	-	50,000	70,000	216,376	294,399	630,775
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	7,527,861
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	77,492,212	160,326,933

FM Diversion Authority
FY 2015 Summary Budget Report (In Thousands)
October 1, 2014 through December 31, 2015
As of October 31, 2015

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	4,446	29,423			29,617
Cass County	59,040	4,446	29,423			29,617
State of ND - 50% Match	57,200	1,936	21,371			35,829
State of ND - 100% Match	35,800	1,816	7,153			28,647
State of Minnesota	-	-	-			-
Other Agencies	13,120	988	6,538			6,582
Financing Proceeds	-	-	-			-
Sale of Assets	-	141	246			(246)
Property Income	-	-	193			(193)
Miscellaneous	-	-	0			(0)
Total Revenue Sources	224,200	13,773	94,346			129,854
Funds Appropriated						
Army Corp Local Share	525	700	2,725		2,279	(4,479)
Management Oversight	7,200	1,898	8,415	117%	3,942	(5,157)
Technical Activities	16,575	202	6,905	42%	3,809	5,861
Land Acquisitions	106,700	8,988	52,482	49%	27,086	27,132
Construction	91,300	2,146	24,597	27%	40,520	26,183
Mitigation	-	-	-		-	-
Other Costs	1,900	26	409	22%	522	969
Total Appropriations	224,200	13,960	95,533	43%	78,159	50,508

**FM Diversion Authority
Summary of Cash Disbursements
October 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7905-429.33-42	10/20/2015	WIRE	ARMY CORP OF ENGINEERS	\$ 700,000.00	FY15 ARMY CORP LOCAL SHARE	V01101	Army Corp Local Share Pmt
Total Local Share to USACE - Army Corp of Engineers				700,000.00			
790-7910-429.33-20	10/31/2015	JB10150030	CITY OF FARGO	1,240.00	CHARGE COF TIME - 10/15	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				1,240.00			
790-7910-429.33-25	10/28/2015	262833	OXBOW, CITY OF	2,922.40	OHNSTAD TWICHELL LEGAL SE	V02407	OXBOW MOU-LEGAL SERVICES
	10/28/2015	262833	OXBOW, CITY OF	639.00	OHNSTAD TWICHELL LEGAL SE	V02407	OXBOW MOU-LEGAL SERVICES
	10/28/2015	262833	OXBOW, CITY OF	99.00	OHNSTAD TWICHELL LEGAL SE	V02407	OXBOW MOU-LEGAL SERVICES
	10/28/2015	262833	OXBOW, CITY OF	97.00	OHNSTAD TWICHELL LEGAL SE	V02407	OXBOW MOU-LEGAL SERVICES
	10/28/2015	262833	OXBOW, CITY OF	517.08	OHNSTAD TWICHELL LEGAL SE	V02407	OXBOW MOU-LEGAL SERVICES
	10/28/2015	262833	OXBOW, CITY OF	203.56	OHNSTAD TWICHELL LEGAL SE	V02407	OXBOW MOU-LEGAL SERVICES
	10/28/2015	262833	OXBOW, CITY OF	8,674.00	TURMAN & LANG 8/20-9/16	V02407	OXBOW MOU-LEGAL SERVICES
	10/21/2015	262553	ERIK R JOHNSON & ASSOCIATES	6,046.05	METRO FLOOD PROJECT	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				19,198.09			
790-7910-429.38-68	10/21/2015	262562	FREDRIKSON & BYRON, PA	3,500.00	GOV RELATIONS LOB 30321	V00102	General & Admin. WIK
	10/21/2015	262562	FREDRIKSON & BYRON, PA	3,500.00	FMDA LOBBYIST PHASE 2	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				7,000.00			
790-7915-429.33-05	10/28/2015	262833	OXBOW, CITY OF	4,999.45	MOORE ENG OHB LEVEE PROJ	V02401	OXBOW MOU-PROJ MGMT ADMIN
	10/28/2015	262833	OXBOW, CITY OF	4,750.00	MOORE ENG OHB LEVEE PROJE	V02415	OXBOW MOU-H2O QUALITY INF
	10/28/2015	262833	OXBOW, CITY OF	9,999.60	MOORE ENG OHB LEVEE PROJE	V02416	OXBOW MOU-MISC INFRA ENG
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	5,264.49	RECREATION AND USE MASTER	V01607	RECREATION/USE MASTER PLN
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	17,535.79	WORK-IN-KIND	V01608	WORK-IN-KIND (WIK)
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	628.00	HYDROLOGY/HYDRAULIC MODEL	V01609	HYDROLOGY/HYDRAULIC MODEL
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	114,093.98	LEVEE & DESIGN SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	7,911.50	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	650.00	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	10/28/2015	262881	URS CORPORATION	36,316.11	CULTURAL RESOURCE INVESTI	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				202,148.92			
790-7920-429.33-05	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	59,615.49	FM DIVERSION PROJECT	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				59,615.49			
790-7920-429.33-79	10/28/2015	262833	OXBOW, CITY OF	7,335.90	MOORE ENG JOB DEVELOPMENT	V02410	OXBOW MOU - PROJ MGMT JDA
	10/14/2015	262273	CH2M HILL ENGINEERS INC	425,000.00	TASK ORDER 5 AUGUST2015	V00205	CH2M Hill-8.30.14-2.27.15
	10/14/2015	262273	CH2M HILL ENGINEERS INC	425,000.00	TASK ORDER 5 SEPT 2015	V00205	CH2M Hill-8.30.14-2.27.15

**FM Diversion Authority
Summary of Cash Disbursements
October 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	10/28/2015	262747	CH2M HILL ENGINEERS INC	425,000.00	OCT CONTRACT MGMT	V00205	CH2M Hill-8.30.14-2.27.15
Total WIK Construction Mgmt. - Construction Management				1,282,335.90			
790-7930-429.33-05	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	8,569.00	OXBOW DIVERSION	V01201	Cass Joint Water ROE
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	2,326.00	OXBOW DIVERSION	V01202	Cass Joint Water DPAC
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	33,603.40	OXBOW DIVERSION	V01203	Cass Joint Water OHB
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	1,612.86	DIVERSION COST	V01201	Cass Joint Water ROE
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	1,653.00	FM DIVERSION LAND MANAGE	V01606	LAND MANAGEMENT SERVICES
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	78.50	REACH 6 (CR-20 BRIDGE)	V01611	REACH 6 & CR20 BRIDGE
	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	111,644.41	CR-16/CR-17 BRIDGE DESIGN	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				159,487.17			
790-7930-429.33-25	10/21/2015	262548	DORSEY & WHITNEY LLP	76,494.10	FMDA AUG 2015 LEGAL EXPEN	V00101	Dorsey Whitney Legal
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	50,312.79	OXBOW DIVERSION	V01201	Cass Joint Water ROE
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	9,237.00	OXBOW DIVERSION	V01202	Cass Joint Water DPAC
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	9,724.58	OXBOW DIVERSION	V01203	Cass Joint Water OHB
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	98,787.51	DIVERSION COST	V01201	Cass Joint Water ROE
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	2,087.00	DIVERSION COST	V01202	Cass Joint Water DPAC
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	13,667.00	DIVERSION COST	V01203	Cass Joint Water OHB
	10/21/2015	262553	ERIK R JOHNSON & ASSOCIATES	2,302.65	METRO FLOOD PROJECT LEERD	V00103	General & Admin. LERRDS
Total LERRDS - North Dakota - Legal Services				262,612.63			
790-7930-429.33-79	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	133,265.13	OXBOW DIVERSION	V01203	Cass Joint Water OHB
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	37,587.60	OXBOW DIVERSION	V02807	CASS JOINT WATER IN-TOWN
Total LERRDS - North Dakota - Construction Management				170,852.73			
790-7930-429.33-91	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	20,000.00	DIVERSION COST	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Property Management				20,000.00			
790-7930-429.38-61	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	4,801.25	OXBOW DIVERSION	V01703	ND LAND PURCH - IN TOWN
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	4,879.38	DIVERSION COST	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Security Services				9,680.63			
790-7930-429.38-95	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	4,485.00	DIVERSION COST	V01203	Cass Joint Water OHB
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	427.40	DIVERSION COST	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Mowing Services				4,912.40			

**FM Diversion Authority
Summary of Cash Disbursements
October 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description	
790-7930-429.38-99	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	861.48	OXBOW DIVERSION	V01203	Cass Joint Water OHB	
	10/21/2015	262658	NDSU BUSINESS OFFICE-BOX 6050	135,167.00	AG RISK ECONOMIC EVAL	V02701	AG RISK STUDY SERVICES	
Total LERRDS - North Dakota - Other Services				136,028.48				
790-7930-429.41-05	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	76.23	OXBOW DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN	
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	(2.27)	DIVERSION COST	V01701	ND LAND PURCH-OUT OF TOWN	
Total LERRDS - North Dakota - Water and Sewer				73.96				
790-7930-429.62-51	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	365.91	OXBOW DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN	
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	34.76	OXBOW DIVERSION	V01703	ND LAND PURCH - IN TOWN	
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	346.21	DIVERSION COST	V01701	ND LAND PURCH-OUT OF TOWN	
Total LERRDS - North Dakota - Electricity				746.88				
790-7930-429.67-10	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	616,000.00	OXBOW DIVERSION	V02411	OXBOW MOU-RESIDENT RLCTN	
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	540,000.00	DIVERSION COST	V01701	ND LAND PURCH-OUT OF TOWN	
	11/7/2016	JB10150038	CASS COUNTY JOINT WATER RESOURCE DI	(540,000.00)	CORRECT EARNEST MONEY EXP	V01701	ND LAND PURCH-OUT OF TOWN	
	11/7/2016	JB10150038	CASS COUNTY JOINT WATER RESOURCE DI	(1,363,000.00)	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN	
	11/4/2016	JB10150036	CASS COUNTY JOINT WATER RESOURCE DI	(277,000.00)	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN	
	11/3/2016	JB10150034	CASS COUNTY JOINT WATER RESOURCE DI	(211,000.00)	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN	
	11/3/2016	JB10150033	CASS COUNTY JOINT WATER RESOURCE DI	(218,000.00)	CORRECT EARNEST MONEY EXP	V02411	OXBOW MOU-RESIDENT RLCTN	
Total LERRDS - North Dakota - Oxbow Replacement Lots				(1,453,000.00)				
790-7930-429.67-11	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	26,248.37	OXBOW DIVERSION	V01703	ND LAND PURCH - IN TOWN	
	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	757,854.33	OXBOW DIVERSION	V02411	OXBOW MOU-RESIDENT RLCTN	
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	318,500.00	DIVERSION COST	V01701	ND LAND PURCH-OUT OF TOWN	
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	117,173.50	DIVERSION COST	V01703	ND LAND PURCH - IN TOWN	
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	849,677.50	DIVERSION COST	V02411	OXBOW MOU-RESIDENT RLCTN	
	11/3/2016	JB10150032	CASS COUNTY JOINT WATER RESOURCE DI	261,554.00	CORRECT FISHER & JEZIORSKI	V02411	OXBOW MOU-RESIDENT RLCTN	
	11/7/2016	JB10150038	CASS COUNTY JOINT WATER RESOURCE DI	(318,500.00)	CORRECT EARNEST MONEY EXP	V01701	ND LAND PURCH-OUT OF TOWN	
	11/7/2016	JB10150038	CASS COUNTY JOINT WATER RESOURCE DI	(685,226.00)	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN	
	11/4/2016	JB10150036	CASS COUNTY JOINT WATER RESOURCE DI	(159,616.44)	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN	
	11/3/2016	JB10150034	CASS COUNTY JOINT WATER RESOURCE DI	(81,277.00)	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN	
	11/3/2016	JB10150033	CASS COUNTY JOINT WATER RESOURCE DI	(40,000.00)	CORRECT EARNEST MONEY EXP	V02411	OXBOW MOU-RESIDENT RLCTN	
	Total LERRDS - North Dakota - Residential Buildings				1,046,388.26			
	790-7930-429.67-12	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	748,674.88	OXBOW COUNTY CLUB	V01204	Cass Joint Water OCC
10/21/2015		262528	CASS COUNTY JOINT WATER RESOURCE DI	993,293.52	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC	
10/21/2015		262528	CASS COUNTY JOINT WATER RESOURCE DI	66,213.29	DIVERSION COST	V01204	Cass Joint Water OCC	

**FM Diversion Authority
Summary of Cash Disbursements
October 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
Total LERRDS - North Dakota - Commercial Buildings				1,808,181.69			
790-7930-429.71-30	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	859,098.24	OXBOW DIVERSION	V01701	ND LAND PURCH-OUT OF TOWN
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	1,856,915.56	DIVERSION COST	V01701	ND LAND PURCH-OUT OF TOWN
	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	473,607.08	DIVERSION COST	V01703	ND LAND PURCH - IN TOWN
	11/3/2016	JB10150032	CASS COUNTY JOINT WATER RESOURCE DI	(261,554.00)	CORRECT FISHER & JEZIORSKI	V02411	OXBOW MOU-RESIDENT RLCTN
	11/7/2016	JB10150038	CASS COUNTY JOINT WATER RESOURCE DI	858,500.00	CORRECT EARNEST MONEY EXP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2016	JB10150038	CASS COUNTY JOINT WATER RESOURCE DI	2,048,226.00	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN
	11/4/2016	JB10150036	CASS COUNTY JOINT WATER RESOURCE DI	436,616.44	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN
	11/3/2016	JB10150034	CASS COUNTY JOINT WATER RESOURCE DI	292,277.00	CORRECT EARNEST MONEY EXP	v02411	OXBOW MOU-RESIDENT RLCTN
	11/3/2016	JB10150033	CASS COUNTY JOINT WATER RESOURCE DI	258,000.00	CORRECT EARNEST MONEY EXP	V02411	OXBOW MOU-RESIDENT RLCTN
Total LERRDS - North Dakota - Land Purchases				6,821,686.32			
790-7950-429.73-52	10/28/2015	262775	INDUSTRIAL BUILDERS INC	593,874.68	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	10/28/2015	262775	INDUSTRIAL BUILDERS INC	54,320.00	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	10/28/2015	262776	INDUSTRIAL CONTRACT SERVICES INC	1,219,036.81	PUMP STATION & FLOOD WALL	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				1,867,231.49			
790-7950-429.73-70	10/21/2015	262715	XCEL ENERGY-FARGO	16,275.85	ELECTRICAL SVCTO BB COURT	V02811	XCEL WP42 UTILITY RELOCTE
	10/21/2015	262533	CONSOLIDATED COMMUNICATIONS	131,149.35	IN TOWN LEVEES UTIL RELOC	V02803	EVENTIS WP42 UTILITY RLCT
	10/21/2015	262533	CONSOLIDATED COMMUNICATIONS	83,595.68	IN TOWN LEVEES UTIL RELOC	V02803	EVENTIS WP42 UTILITY RLCT
Total ND Construction - Utilities				231,020.88			
790-7952-429.33-05	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	13,961.25	DIVERSION COST	V01204	Cass Joint Water OCC
Total O/H/B Construction - Engineering Services				13,961.25			
790-7952-429.33-79	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	26,000.00	DIVERSION COST	V01204	Cass Joint Water OCC
Total O/H/B Construction - Construction Management				26,000.00			
790-7952-429.44-20	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	4,746.61	DIVERSION COST	V01204	Cass Joint Water OCC
Total O/H/B Construction - Equipment & Vehicle Rent				4,746.61			
790-7952-429.52-10	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	(1,274.00)	OXBOW DIVERSION	V01204	Cass Joint Water OCC
Total O/H/B Construction - Property Insurance				(1,274.00)			
790-7952-429.57-60	10/21/2015	262528	CASS COUNTY JOINT WATER RESOURCE DI	4,241.83	DIVERSION COST	V01204	Cass Joint Water OCC

**FM Diversion Authority
Summary of Cash Disbursements
October 2015**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
Total O/H/B Construction - Out of State Travel Exp				4,241.83			
790-7955-429.33-05	10/14/2015	262325	HOUSTON-MOORE GROUP LLC	169,285.32	SERVICES DURING WP 42	V02806	CONSTRUCTION SVCS WP42
Total Construction Management - Engineering Services				169,285.32			
790-7955-429.33-06	10/14/2015	262448	TERRACON CONSULTING ENGINEERS	11,015.75	PROJECT # M1141339	V02802	WP-42 MATERIALS TESTING
	10/14/2015	262448	TERRACON CONSULTING ENGINEERS	11,585.25	PROJECT # M1141339A	V02802	WP-42 MATERIALS TESTING
	10/14/2015	262448	TERRACON CONSULTING ENGINEERS	17,846.50	PROJECT # M1141339	V02802	WP-42 MATERIALS TESTING
	10/14/2015	262448	TERRACON CONSULTING ENGINEERS	12,886.35	PROJECT # M1141339A	V02802	WP-42 MATERIALS TESTING
	10/28/2015	262873	TERRACON CONSULTING ENGINEERS	10,792.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	10/28/2015	262873	TERRACON CONSULTING ENGINEERS	8,904.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	10/28/2015	262873	TERRACON CONSULTING ENGINEERS	21,097.25	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	10/28/2015	262873	TERRACON CONSULTING ENGINEERS	4,767.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Total Construction Management - Quality Testing				98,895.10			
790-7955-429.33-79	10/7/2015	262058	CASS COUNTY JOINT WATER RESOURCE DI	260,000.00	OXBOW DIVERSION	V01203	Cass Joint Water OHB
Total Construction Management - Construction Management				260,000.00			
790-7990-429.34-55	10/28/2015	262791	JP MORGAN CHASE-LOCKBOX PROCESSING	9,268.50	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
Total Project Financing - Financial Advisor				9,268.50			
790-7990-520.80-20	10/1/2015	WIRE	US BANK	17,187.50	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
Total Project Financing - Financial Advisor				17,187.50			
Total Disbursed for Period				\$ 13,959,754.03			

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of October 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 99,831,960.86	\$ 67,540,840.52	\$ 32,291,120.34	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	28,848,598.10	22,513,694.99	6,334,903.11	Engineering Services
INDUSTRIAL BUILDERS INC	24,782,769.05	5,490,032.89	19,292,736.16	2nd St North Pump Station Project and 2nd Street Floodwall, South of Pump Station
CH2M HILL ENGINEERS INC	18,665,819.01	16,965,819.01	1,700,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,806,634.56	8,347,624.18	9,459,010.38	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	14,804,345.96	13,839,776.53	964,569.43	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	4,650,000.00	2,279,000.00	Local Share
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
DORSEY & WHITNEY LLP	2,576,982.84	2,485,821.43	91,161.41	Legal Services
MINNESOTA DNR	2,188,007.43	1,740,211.07	447,796.36	EIS Scoping
URS CORPORATION	1,775,118.42	1,487,060.58	288,057.84	Engineering Services
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
CONSOLIDATED COMMUNICATIONS	1,324,403.00	214,745.03	1,109,657.97	Utility Relocation
LANDWEHR CONSTRUCTION INC	1,089,888.00	-	1,089,888.00	Demo Park East Apartments
XCEL ENERGY-FARGO	824,917.82	16,275.85	808,641.97	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
RED RIVER BASIN COMMISSION	500,000.00	447,747.40	52,252.60	Engineering Services
ENVENTIS	497,594.62	115,685.62	381,909.00	Utility Relocation
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
TERRACON CONSULTING ENGINEERS	450,000.00	173,440.91	276,559.09	Materials Testing
AT&T	441,330.44	-	441,330.44	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	400,867.46	400,867.46	-	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	350,000.00	77,859.89	272,140.11	Financial Advisor
CITY OF FARGO	329,418.71	329,418.71	-	Digital Imagery Project, Utility Relocation & Accounting Svcs
702 COMMUNICATIONS	275,862.91	199,910.18	75,952.73	Utility Relocation
US BANK	256,299.96	256,299.96	-	Loan Advance Debt Service Payments
CASS COUNTY TREASURER	245,565.40	245,565.40	-	Property Tax
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
BEAVER CREEK ARCHAEOLOGY	111,000.00	-	111,000.00	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
OHNSTAD TWICHELL PC	65,035.11	65,035.11	-	ROE and Bonding Legal Fees
FREDRIKSON & BYRON, PA	63,000.00	35,000.00	28,000.00	Lobbying Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of October 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
GEEKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
NIXON PEABODY LLC	30,000.00	30,000.00	-	Legal Services
WARNER & CO	19,900.00	19,900.00	-	General Liability Insurance
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	5,000.00	5,000.00	-	Membership Dues
ONE	3,575.00	-	3,575.00	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
CLAY COUNTY AUDITOR	1,970.00	1,970.00	-	Property Tax
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
Grand Total	\$ 238,485,790.19	\$ 160,326,933.82	\$ 78,158,856.37	

**FM Diversion Authority
In-Town Levee Work
as of October 31, 2015**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,428,373.00	\$ 5,435,712.89
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	450,000.00	173,440.91
V02803	Enventis	2nd Street Utility Relocation	3,146,400.62	330,430.65
V02804	702 Communications	2nd Street Utility Relocation	275,862.91	199,910.18
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,807,234.56	8,348,224.18
V02806	HMG	Services During Construction - Work Package 42	2,243,000.00	1,042,614.06
V02807	CCJWRD	In-Town Levee Work	1,362,236.13	1,362,236.13
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	38,002.05	34,427.05
V02809	AT & T	2nd Street Utility Relocation	441,330.44	-
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	824,917.82	16,275.85
V02812	Industrial Builders	2nd Street North Floodwall, South of Pump Station - WP-42F.1S	16,354,396.05	54,320.00
V02813	Landwehr Construction	Park East Apartments Demolition	1,089,888.00	-
V01703	Various	In-Town Property Purchases	18,589,331.06	13,867,101.19
			\$ 71,199,484.01	\$ 30,864,693.09

**Lands Expense - Life To Date
As of October 31, 2015**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Home Buyouts - Fargo									
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	2,840.39	47,168.14	2,420.83	-	-	399,699.63
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	78,889.24	-	-	-	388,777.48
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	8,001.02	-	-	-	238,197.43
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	62,362.63	-	-	-	292,345.07
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	44,688.72	-	-	-	174,386.97
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	909,725.33	42,390.26	-	-	9,954,557.79
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	55,452.01	-	-	-	284,464.68
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	2,295.00	34.76	-	(15,000.00)	191,787.59
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	2,700.85	-	-	-	241,214.08
26 North Terrace N, Fargo ND	9/11/2015	138,619.58	-	-	12,620.00	-	-	-	151,239.58
16 North Terrace N, Fargo ND	9/24/2015	227,987.50	-	-	87,411.00	-	-	-	315,398.50
301 3rd Ave N, Fargo ND	-	-	-	-	1,000,000.00	-	-	-	1,000,000.00
1314 Elm Street N, Fargo ND	-	-	100,000.00	-	2,512.50	-	-	-	102,512.50
Home Buyouts - Moorhead									
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	1,970.00	-	2,247.01	-	(8,440.00)	277,586.92
Home Buyouts - Oxbow									
105 Oxbow Drive, Oxbow ND	11/28/2012	216,651.85	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,828.30	-	10,599.10	-	19,786.48	(37,617.16)	-	336,596.72
121 Oxbow Drive, Oxbow ND	7/31/2013	378,781.20	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	2,781.89	-	30,017.65	-	-	136,887.33
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	3,143.13	-	13,006.13	(18,000.00)	-	511,119.99
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	3,055.99	6,869.44	1,821.44	-	-	490,449.85
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	-	-	-	310,888.51
Lots 1-3, Block 1, Babe's Addition - Bartram	5/21/2015	2,698,226.97	-	-	10,549.70	629.27	-	-	2,709,405.94
326 Schnell Drive, Oxbow, ND	5/13/2015	130,000.00	-	-	62,505.89	-	-	-	192,505.89
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	-	205,649.82	-	-	-	686,434.12
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	-	506,044.10	-	-	-	975,122.23
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	309,992.53	120.50	-	-	616,838.23
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	312,212.95	-	-	-	806,555.82
357 Schnell Dr / 760 River Bend Rd	6/18/2015	465,825.80	-	-	177,777.58	166.41	-	-	643,769.79
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	267,757.65	-	-	-	757,848.97
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
749 Riverbend Rd / 433 Trent Jones Dr	-	-	195,500.00	-	-	-	-	-	195,500.00
334 Schnell Dr / 751 River Bend Rd	-	-	146,226.00	-	-	-	-	-	146,226.00
350 Schnell Dr / 769 River Bend Rd	-	-	135,000.00	-	-	-	-	-	135,000.00
829 Riverbend Rd / 788 River Bend Rd	-	-	-	-	8,000.00	-	-	-	8,000.00
328 Schnell Dr / 347 Trent Jones Dr	-	-	200,000.00	-	-	-	-	-	200,000.00
338 Schnell Dr / 775 River Bend Rd	-	-	222,500.00	-	-	-	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr	-	-	228,000.00	-	-	-	-	-	228,000.00
341 Schnell Dr / 351 Trent Jones Dr	-	-	238,500.00	-	-	-	-	-	238,500.00
329 Schnell Dr / 417 Trent Jones Dr	-	-	180,000.00	-	-	-	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd	-	-	220,855.00	-	-	-	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr	-	-	222,000.00	-	-	-	-	-	222,000.00
309 Schnell Dr / 261 S Schnell Dr	-	-	210,000.00	-	-	-	-	-	210,000.00

**FM Diversion Authority
Lands Expense - Life To Date
As of October 31, 2015**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
810 Riverbend Rd / 787 River Bend Rd		-	289,500.00	-	-	-	-	-	289,500.00
332 Schnell Dr / 421 Trent Jones Dr		-	158,000.00	-	-	-	-	-	158,000.00
833 Riverbend Rd / 446 Trent Jones Dr		-	269,000.00	-	-	-	-	-	269,000.00
828 Riverbend Rd / 779 River Bend Rd		-	25,000.00	-	-	-	-	-	25,000.00
330 Schnell Dr / 425 Trent Jones Dr		-	150,000.00	-	-	-	-	-	150,000.00
			-						-
			-						-
Home Buyouts - Hickson									
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	27,604.74	183.90	-	-	813,536.30
			-						-
Easements - Fargo									
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	68,040.72
			-						-
Easements - Oxbow									
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-						55,500.00
			-						-
Farmland Purchases									
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	(56,114.10)	-	1,580,115.90
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	(121,611.02)	-	3,337,369.68
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	(28,029.64)	-	915,530.41
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	5,327.10	-	-	(22,249.56)	-	931,859.76
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	2,265.76	-	-	(11,053.17)	-	947,113.59
Fercho Family Farms, Oxbow ND	3/25/2015	464,600.00	-	-	-	-	-	-	464,600.00
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	-	(3,786.29)	-	317,599.71
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	594,108.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	-	-	433,409.00
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	-	-	1,196,215.00
Land Purchases									
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	219,899.45	-	-	-	(485,711.81)	218,203.64
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	-	-	-	39,900.00
BNSF Railway Company		-	27,000.00	-	-	-	-	-	27,000.00
Total		36,106,066.05	3,217,081.00	261,024.64	4,208,790.84	146,039.43	(381,004.76)	(877,319.68)	42,680,677.52

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

Time Period for This Request: October 1, 2015 - October 31, 2015

Drawdown Request No: 20	
Requested Amount:	\$ 3,751,422
Total Funds Expended This Period:	\$ 5,687,000
Total Funds Requested at 100% Match	1,815,844
Remaining Funds Requested at 50% Match	3,871,156
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,935,578
Total Funds Requested:	\$ 3,751,422

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
Total State Funds Appropriated	244,000,000
Less: Payment #1 through #35 - City of Fargo	(55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 through #10 - FM Diversion Authority	(8,524,053)
Less: Payment #11 - FM Diversion Authority	(470,398)
Less: Payment #12 - FM Diversion Authority	(1,231,810)
Less: Payment #13 - FM Diversion Authority	(612,361)
Less: Payment #14 - FM Diversion Authority	(1,182,540)
Less: Payment #15 - FM Diversion Authority	(4,501,221)
Less: Payment #16 - FM Diversion Authority	(3,325,169)
Less: Payment #17 - FM Diversion Authority	(2,833,772)
Less: Payment #18 - FM Diversion Authority	(1,528,056)
Less: Payment #19 - FM Diversion Authority	(885,633)
Less: Payment #20 - FM Diversion Authority	(3,751,422)
Total Funds Reimbursed	(84,492,683)
Total State Fund Balances Remaining	\$ 159,507,317

FM Diversion Authority
 State Water Commission Funds Reimbursement Worksheet
 Fargo Flood Control Project Costs

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - City of Fargo	\$	47,629,069
Matching Funds Expended To Date - Cass County		291,500
Matching Funds Expended To Date - FM Diversion Authority		7,587,523
Total Matching Funds Expended To Date		55,508,092
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority		(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority		(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority		(1,815,844)
Balance of Local Matching Funds Available	\$	6,277,910