



Technical Advisory Recommendation

Date: August 8, 2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF AGREEMENT ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare contracts and seek approval based on the contract’s proposed value. The procedures listed in Section 4.E, are appropriate for this proposed new contract action.

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

Sprint Communications Company, L.P. \$276,363.92

WP-43CD Utility Relocation Reimbursement Agreement

- WP-43CD OHB coast-to-coast fiber optic relocation

BACKGROUND AND DISCUSSION:

This Utility Relocation Reimbursement Agreement is for the proposed 2017 Sprint coast-to-coast fiber optic relocation that is required for the WP-43CD OHB Ring Levee – Phases C and D construction project.

A summary of Sprint’s contracting history for the project is listed below.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Table with 7 columns: Original Agreement or Amendment, Original Project Cost, Budget Change, Revised Project Cost, Contract or Amendment Date, Project Completion, Comments. Row 1: Agreement 1, \$276,363.92, Budget Change, \$276,363.92, 24-Aug-17, 01-Nov-17, WP-43CD OHB coast-to-coast fiber optic relocation

FINANCIAL CONSIDERATIONS:

The PMC requests that the requirement for multiple quotes for this work be waived. Sprint is performing (or contracting for) the work, and therefore multiple quotes were not sought by the EOR.

In 2014, Sprint provided two (2) options for this coast-to-coast fiber optic relocation, a Minnesota route for approximately \$350,000 and a North Dakota route around the south, west and north sides of the OHB ring levee for approximate \$210,000. Due to lack of availability of land to executed the North Dakota option (around the north side of the levee), the North Dakota option was modified to stay in existing Hwy 81 right of way and go over the levee twice.

Sprint provided the attached Exhibit A (Drawings), Exhibit B (Scope of Work), and Exhibit C (Cost Estimate) for planned 2017 fiber optic relocation work associated with the construction of WP-43CD. Sprint will be reimbursed for the actual cost of the work, which may vary from the estimated cost.

The work will include tying into the existing line on the southeast side of the project along CR-18 near the old Kaspari residence. The new line will continue west at a new location and depth to accommodate the outside ditch of the 43A levee, then cross the 43A levee approximately 1,000 feet east of the CR-18 and Hwy 81 intersection, continuing west until Hwy 81, then north approximately 7,000 feet in the existing Sprint easement, then cross under Highway 81 to the west ditch and continuing north along the west side of Hwy 81 until the levee where it will cross over it in a conduit installed by the OHB 43CD contractor (Meyer Contracting), then continuing north until it crosses under Hwy 81 back to the east side and tying into the existing line. The 2017 CenturyLink work (a separate relocation agreement) will be done in a shared trench with Sprint to save on excavation costs.

A summary of Sprint’s estimated costs is listed below.

Sprint Estimate Costs for WP-43 2017 Fiber Optic Utility Relocations		
Item No.	Description	Cost
1	Contract Installation Cost Estimate	99,360.00
2	Material Cost Estimate	51,974.00
3	Removals Cost Estimate	17,101.00
4	Sprint Labor Cost Estimate	48,100.00
5	G&A Overhead (at 27.67%)	59,828.62
Total		276,363.62

This amount of \$276,363.92 is included in the FY-2017 FMDA budget. The PMC has reviewed this cost proposal and finds it acceptable.

ATTACHMENT(S):

1. DRAFT Sprint Reimbursement Agreement
2. Exhibit A (Drawings)
3. Exhibit B (Scope of Work)
4. Exhibit C (Cost Estimate)

Submitted by:

John W. Glatzmaier

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

August 8, 2017

Date

Nathan Boerboom, City of Fargo – Metro Flood
Diversion Authority Project Manager

Concur: 08/10/2017 Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: _____ Non-Concur: _____

Mark Bittner, Fargo Director of Engineering

Concur: 08/17/2017 Non-Concur: _____

Jeff Ebsch, Assistant County Engineer – Metro Flood
Diversion Authority Project Manager

Concur: 08/09/2017 Non-Concur: _____

David Overbo, Clay County Engineer

Concur: 08/09/2017 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: 08/09/2017 Non-Concur: _____

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective this 24th day of August, 2017, by and between **Sprint Communications Company, L.P.** (hereinafter "Sprint") whose mailing address is 6391 Sprint Parkway, Overland Park, Kansas 66251, Mail Stop: KSOPHT0101-Z2040, and the **Metro Flood Diversion Authority**, its heirs, successors and assigns and grantees (hereinafter "Reimbuser") whose mailing address is 211 Ninth Street South, Box 2806, Fargo, North Dakota 58108-2806. Sprint and Reimbuser are referred to as "Party" and "Parties" herein.

1. Scope of Work

This reimbursement agreement includes the relocation of Sprint's fiber optic cable and other equipment to facilitate construction of the WP-43CD OHB Ring Levee – Phases C and D (WP-43CD) project.

A detailed scope of work has been included as Exhibit A (Drawings) and Exhibit B (Scope of Work).

A detailed cost proposal has been included as Exhibit C to this agreement.

2. Performance of work including Permitting, Proposed Cost, and Schedule

As part of the work, Sprint shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the work. Reimbuser shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the work. Reimbuser agrees to cooperate with Sprint in all ways necessary or convenient in Sprint seeking such rights of way, permits, consents and approvals for the work. Reimbuser agrees to provide to Sprint, upon request, all reasonably necessary survey and plan drawings requested by Sprint to complete the work.

Sprint's proposed cost reimbursement:

Sprint Estimate Costs for WP-43 2017 Fiber Optic Utility Relocations		
Item No.	Description	Cost
1	Contract Installation Cost Estimate	99,360.00
2	Material Cost Estimate	51,974.00
3	Removals Cost Estimate	17,101.00
4	Sprint Labor Cost Estimate	48,100.00
5	G&A Overhead (at 27.67%)	59,828.62
	Total	276,363.62

Sprint's schedule is based on assumptions of the project from the information provided by Houston-Moore Group, LLC and intends to complete the work in the 2017 construction season.

3. **Final Accounting**

Within 120 days after the completion of the work, Sprint shall make a final accounting of costs and expenses for the work and provide Reimbuser an invoice of the same. Reimbuser shall pay Sprint for such balance due within thirty (30) days after receipt.

4. **Miscellaneous**

4.1 This Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

4.2 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

4.3 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

4.4 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

4.5 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

4.6 Reimbuser may not assign this Agreement without the prior written consent of Sprint. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

4.7 This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.

IN WITNESS WHEREOF, Metro Flood Diversion Authority and Sprint have signed this Agreement.

This Agreement will be effective on the date of execution.

Metro Flood Diversion Authority:

Cass County Electric Cooperative:

By: Tim Mahoney

By: _____

Title: Board Chair, MFDA

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

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

Sprint
C/O Dan Hilliard

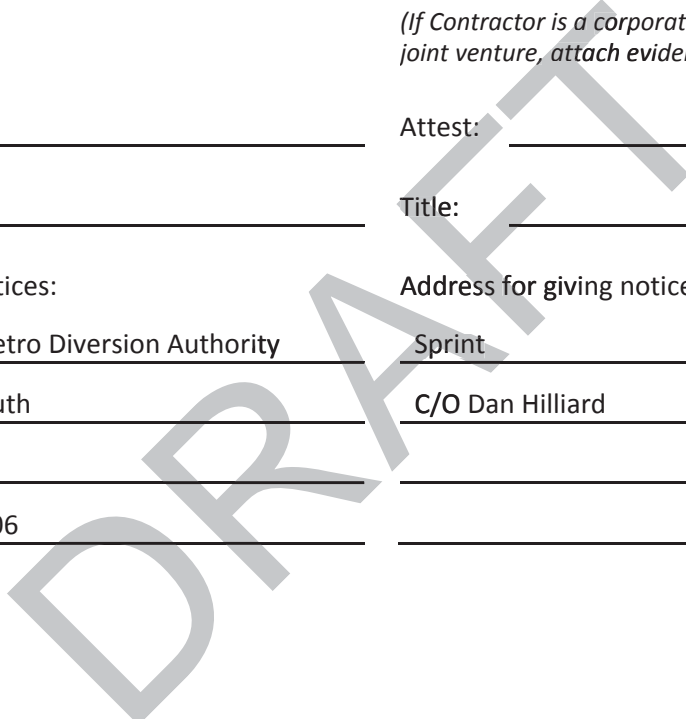
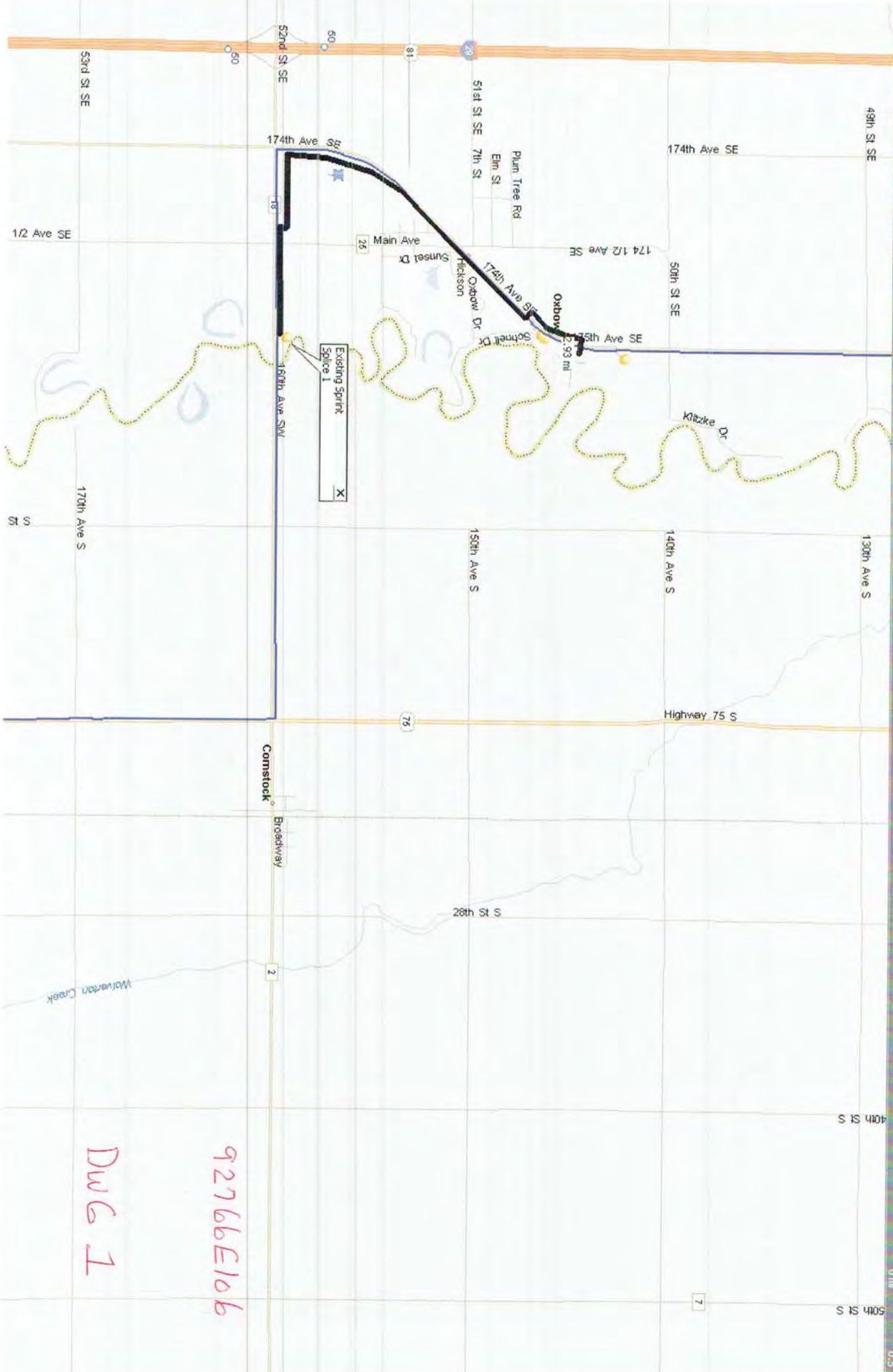


EXHIBIT A
(Drawings)

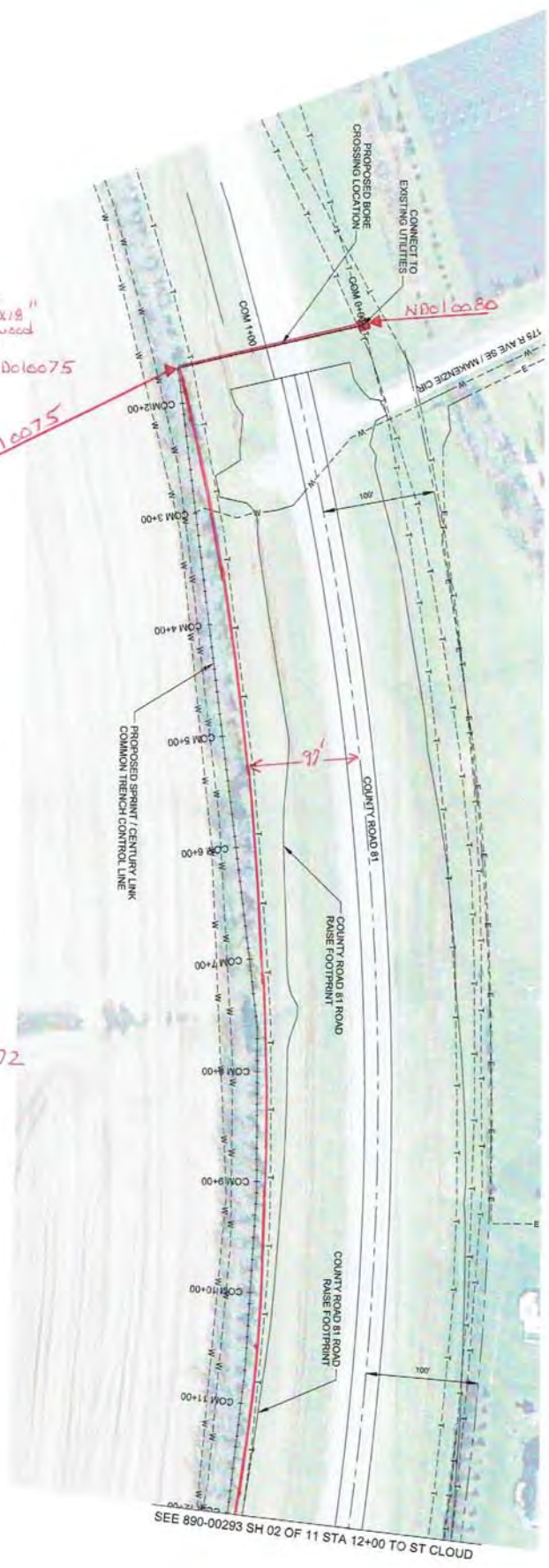
See Attached.



92766E106

DWG 1

CASS CO, ND
 CITY OF OAKBOW
 SEC 13 T13N R48W



Station 0+00 PL New 3'x5'x18"
 HH & splice, 6x6x4 wood
 Post, R05 + 6x6 Grid

Station 2+00 PZLPT MKR ND010075

ND010075

Place 2" HDPE SCK SDR11
 1200'

Station 8+00 MKR ND010072

SEE 890-00293 SH 02 OF 11 STA 12+00 TO ST CLOUD

DATE	DESCRIPTION	DATE	DESCRIPTION
XX XX	AS BUILT CHANGES (XX-XX-2008)	XX-XX-2008	XX-XX-2008
XX XX	XXXXXXXX - XXXXXX-2008	XX	XX

Sprint Proprietary Information: Restricted



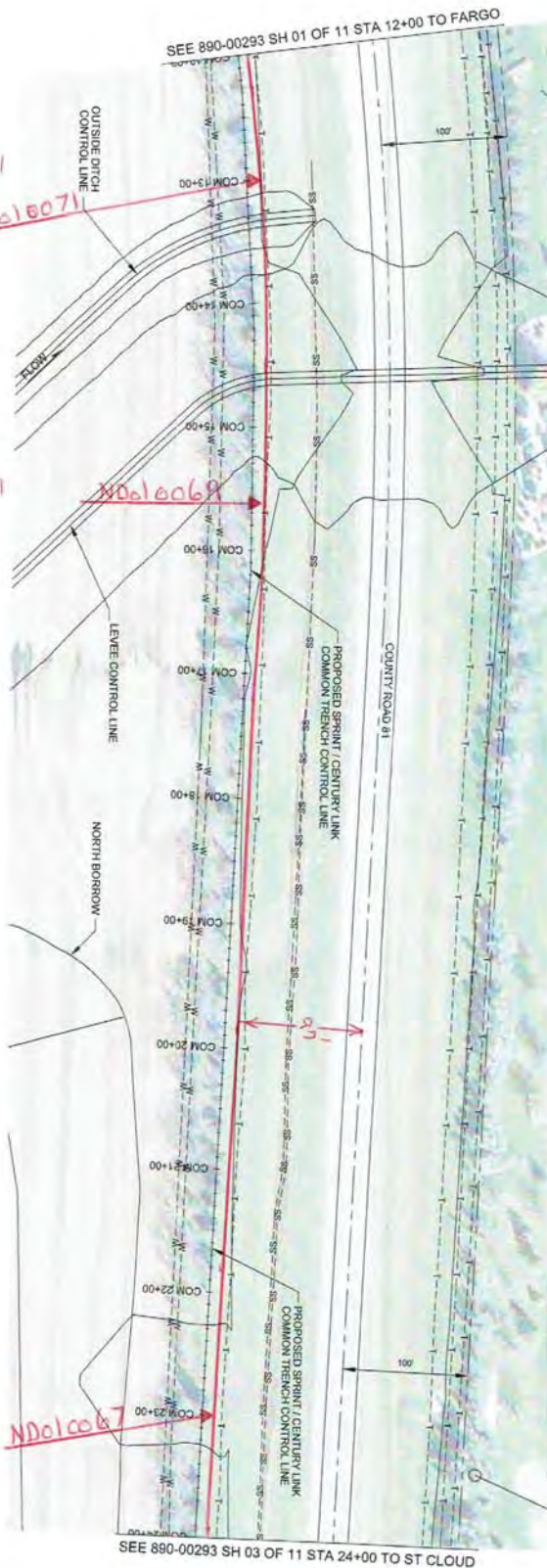
SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL ONE CALL CENTER OR CALL SPRINT AT 1-800-4-A-DIG AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
WBS	PRINT NO
ENG CO	APPRO DATE

Sprint
 FIBER OPTIC WORK ORDER DRAWING
 CABLE ROUTE DETAIL
 ST CLOUD, MN / FARGO, ND
 927106E100 Date: 2

SHEET 01 OF 11	NTWKR310-00-000-890-00293
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CASS CO. ND
 CITY OF OXBOW
 SEC 13 T137N R48W



Station 13+00 MKR ND010071

Station 15+50 MKR ND010069

Place 2" HDPE SCH 50R 11
 1200'

Station 23+00 MKR ND010067

Sprint Proprietary Information. Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTERFERED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL TIME CALL CENTER OR CALL AT 1-800-421-6079 AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

	NORTH
WBS: XXX	OLD DRAWING NUMBER
PRINT NO: XX	
ENG. CO: XX	
APPRO DATE:	

Sprint

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 CABLE ROUTE DETAIL
 ST CLOUD, MN - FARGO, ND
 92766E106 Dwg 3

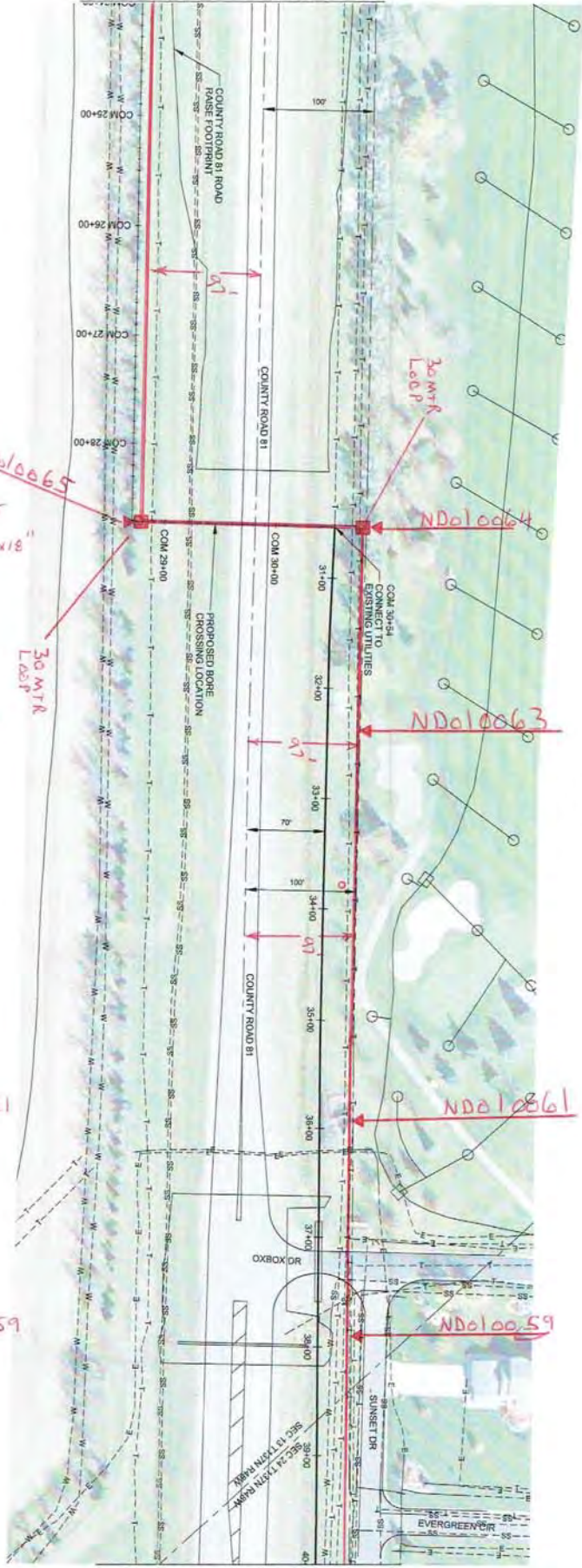
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 COORDINATES: NAD 83, NO STATE PLANNES, SOUTH ZONE, US FT

11" x 17" (B)	1" = 100'
22" x 34" (D)	1" = 50'
RESUB DATE:	01

CASS CO. ND
CITY OF OXBOW
T137N R48W

SEE 890-00293 SH 02 OF 11 STA 24+00 TO FARGO



SEE 890-00293 SH 04 OF 11 STA 40+00 TO ST CLOUD

Place 2" HDPE SDR11
1600'

STATION 25+70 PI LPT BORE
PL HH 3x5x18" MKR ND10065
18+05 CONNECT TO EXISTING CABLE

STATION 30+70 PI RT PL HH 3x5x18"
MKR ND10064

STA 32+40 MKR ND10063

BOS P&L EXIST.

STA 35+90 MKR ND10061

11+73 END EXISTING 4" BIP & BORE

11+38 CL OXBOX DR

11+00 BEG EXISTING 4" BIP & BORE

STA 37+85 MKR ND10059

Sprint Proprietary Information - Restricted

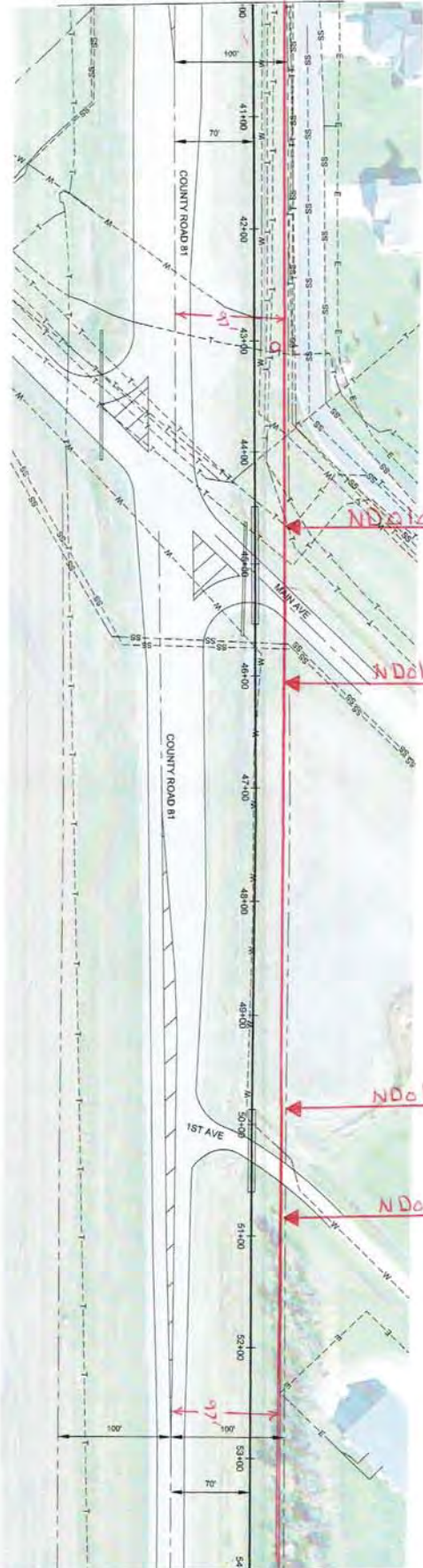


SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF SPRINT'S CALL-BEFORE-DIGGING CENTER AT 1-800-487-1111 AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	Q/D DRAWING NUMBER
	VER: XXX
APPRO DATE	PRINT NO: XX
	ENG CO: XX

FIBER OPTIC WORK ORDER DRAWING
CABLE ROUTE DETAIL
 ST CLOUD, MN - FARGO, ND
 92766 E106 DWG 4
 SHEET 03 OF 11 NTPWR310-00-000-890-00293

SEE 890-00293 SH 03 OF 11 STA 40+00 TO FARGO



CASS CO. ND
CITY OF OXBOW
SEC 24 T137N R48W

SEE 890-00293 SH 05 OF 11 STA 54+00 TO ST CLOUD

STA 40+00

STA 43+10 TEST WELL

STA 44+65 MKR ND010057

4+18 END EXISTING 4" BIP & BORE

3+58 CAL MAIN AVE

3+13 BEG EXISTING 4" BIP & BORE

STA 46+10 MKR ND010054

1400' 2" HDPE SDR 11

0+00 AH
55+16 BK APPROX LOCATION OF STA EQ

STA 49+85 MKR ND010053

53+95 END EXISTING 4" BIP & BORE

53+58 CAL 1ST AVE

53+21 BEG EXISTING 4" BIP & BORE

STA 50+82 MKR ND010052

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OLD DRAWING NUMBER
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PRINT NO: XX
ENG CO: XX
APPD DATE



FIBER OPTIC WORK ORDER DRAWING

CABLE ROUTE DETAIL

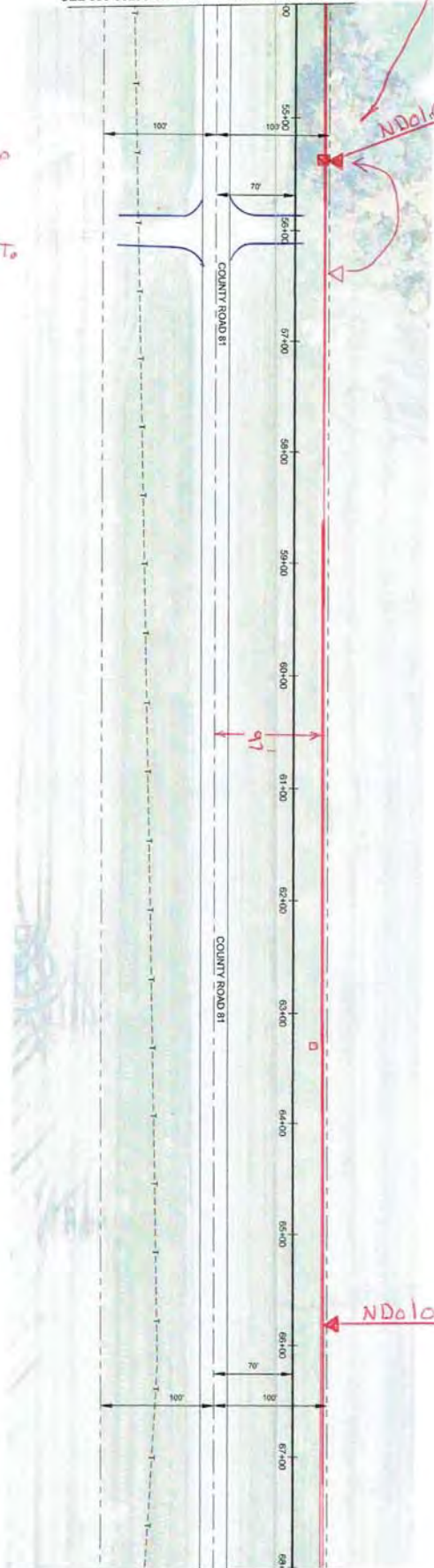
ST CLOUD, MN - FARGO, ND
927666166 Dwg 4

SHEET 04 OF 11 NTWRK310-00-000-890-00293

KEEP PROPOSED LAYOUT COORDINATES AND IN ND STATE PLANES, SOUTH ZONE, US FT
PRINTED SHEET SIZE (DRAWING SCALE)
11" x 17" (B) 1" = 100'
11" x 17" (L) 1" = 50'
SHEET NUMBER
01

CASS CO ND
CITY OF OXBOW
SEC 24 T137N R48W

SEE 890-00293 SH 04 OF 11 STA 54+00 TO FARGO



SEE 890-00293 SH 06 OF 11 STA 68+00 TO ST CLOUD

STA 55+40 MKR ND010050
PLC HH 3X5X18" 30MTR LOOP

MOVE MKR OUT OF FIELD EAST

1400'
2" HDPE SDR 11

STA 63+30 EXIST BD3

STA 65+90 MKR ND010046

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NORTH	OLD DRAWING NUMBER
	VAR: XXX
APPRO DATE	PRINT NO: XX
	ENG CO: XX

XREF PROPOSED LAYOUT
COORDINATES: NAD 83, ND STATE PLANNED, SOUTH ZONE, US FT

Sprint

FIBER OPTIC WORK ORDER DRAWING
CABLE ROUTE DETAIL
ST CLOUD, MN - FARGO, ND
927666106 DWG 6

SHEET 05 OF 11 NETWORKS10-00-000-890-00293



STA 71+00 MKR ND010044
 PL HH 3x5x18" 30 MTR LOOP

1400'
 2" HDPE SCH 5DR 11

STA 77+50 MKR ND010039

27-64 CAL DR

Sprint Proprietary Information - Restricted



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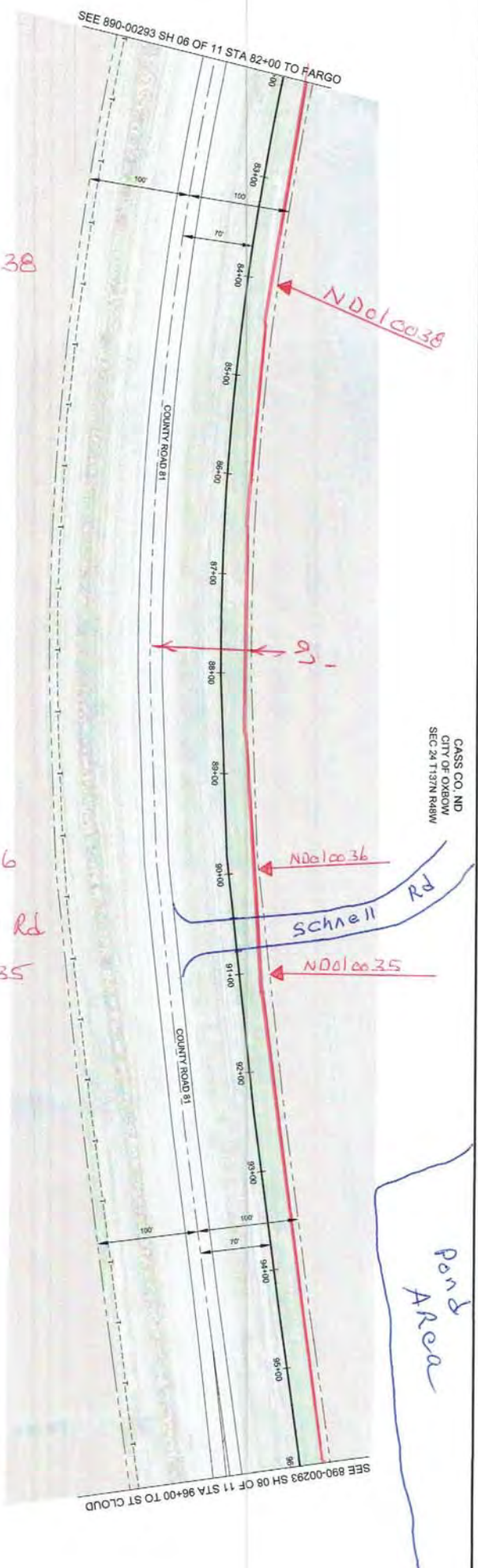
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 ST CLOUD, MN - FARGO, ND
 92766/Elab Dwg 7

SHEET 06 OF 11 NETWORKS10-00-000-890-00293

XREF PROPOSED LAYOUT
 COORDINATES: NAD 83, ND STATE PLANES, SOUTH ZONE, US FT

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11" x 17" (B)	1" = 100'
22" x 34" (D)	1" = 50'
REVISION DATE	ISSUE NUMBER
	01



Sta 84+00 MKR ND010038

1400'
2" HDPE SDR 11

Sta 90+00 MKR ND010036

Sta 90+50 @ Schnell Rd

Sta 91+00 MKR ND010035

CASS CO. ND
CITY OF OXBOW
SEC 24 T.137N R.48W

Pond Area

Sprint Proprietary Information: Restricted



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PRINT NO: XX	
ENG. CO: XX	
APPD DATE	

SPRINT

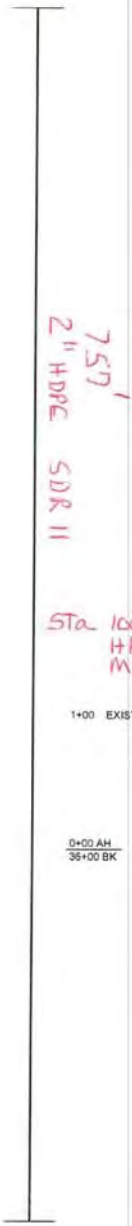
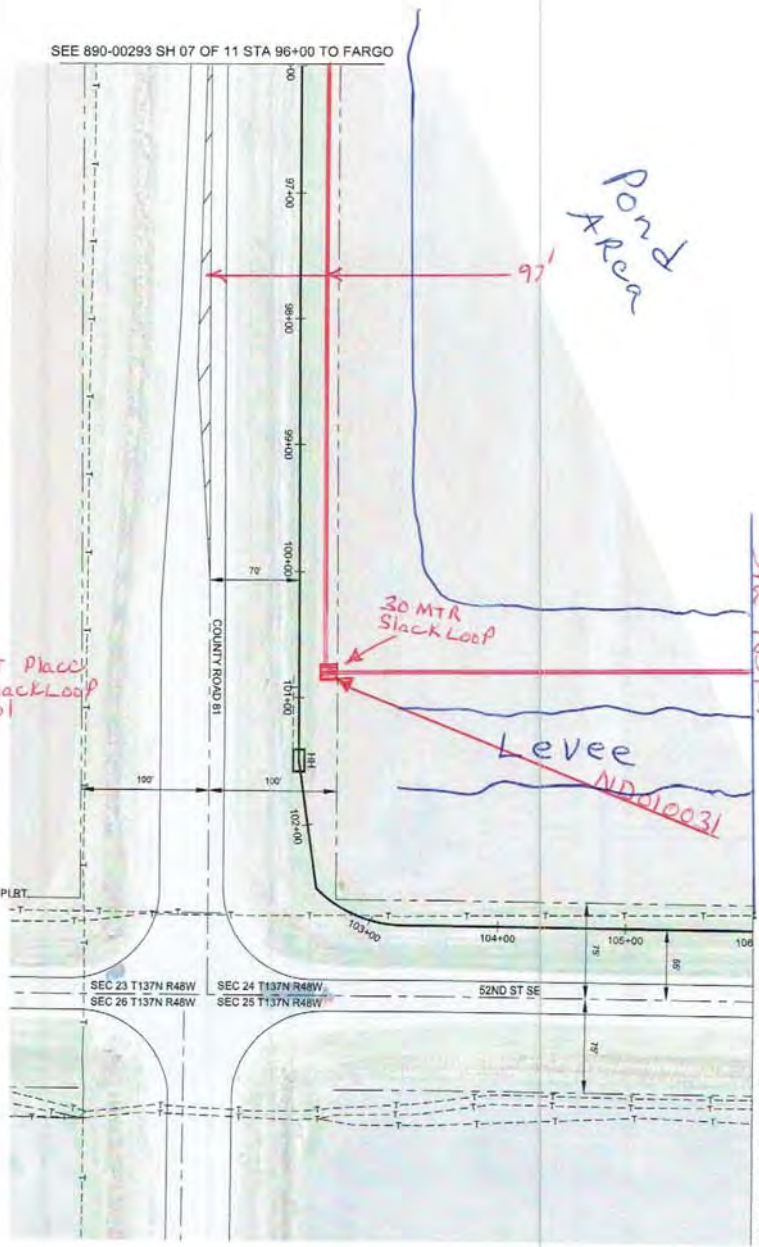
BRIDGE PROPOSED LAYOUT
COORDINATES: NAD 83, NAD STATE PLANS, SOUTH ZONE, US FT

FIBER OPTIC WORK ORDER DRAWING
CABLE ROUTE DETAIL
ST. CLOUD, MN - FARGO, ND
427661106 DWG 8

SHEET 07 OF 11 NTRMKR310-00-000-890-00293

PRINTED SHEET SIZE / DRAWING SCALE	1" = 100'
DATE	11/11/09
ISSUE NUMBER	01

CASS CO. ND
 CITY OF OXBOW
 SEC 24 T137N R48W
 SEE 890-00293 SH 09 OF 11 STA 106+00 TO ST CLOUD



Sta 100+67 PI LFT Place
 HH 3x5x18" Slack Loop
 MKR ND 010031

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR
 GUARANTEE IN ANY MANNER THE
 ACCURACY OF THIS MAP. ANY RENDERED
 EXPLANATION REDUCES NOTWITHSTANDING
 SPRINT'S CALL SERVICE TO AT LEAST 48 HOURS
 PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
VERS. XXX	
PRJNT NO. XX	
ENG. CO. XX	
APRD. DATE	

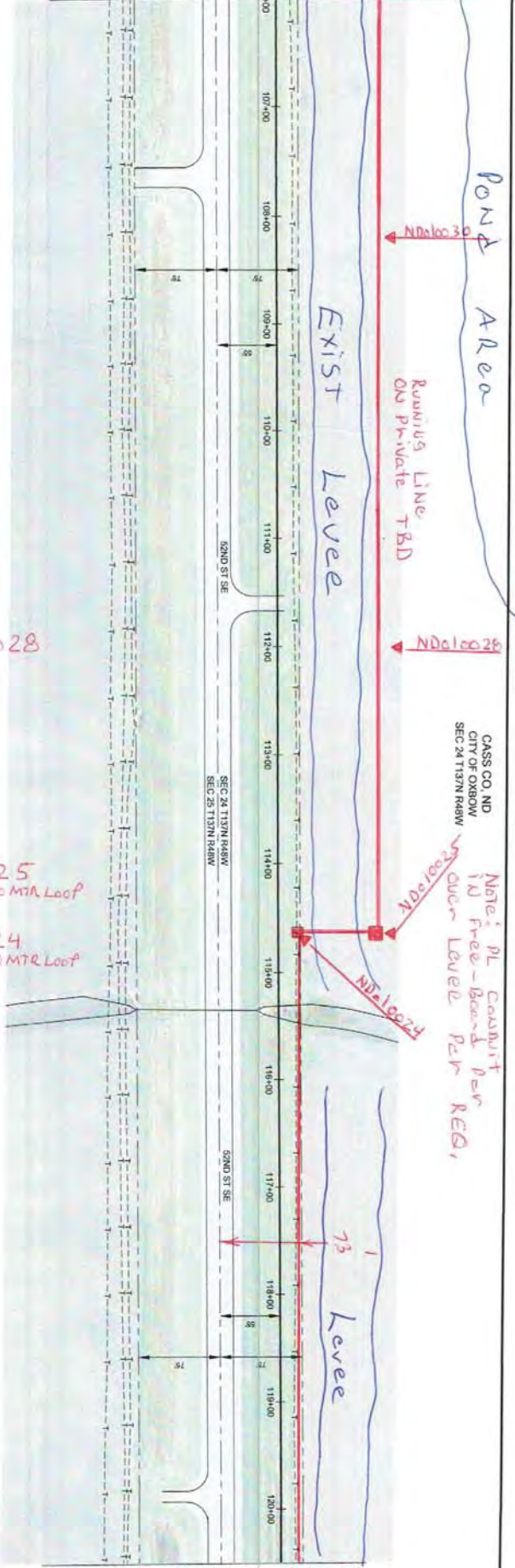
Sprint

FIBER OPTIC WORK ORDER DRAWING
 CABLE ROUTE DETAIL
 ST CLOUD, MN - PARKSO, ND
 92766 E106 D&S9

XREF: PROPOSED LAYOUT
 COORDINATES: NAD 83, ND STATE PLANES, SOUTH ZONE, US FT

SHEET 08 OF 11
 NTVWRK310-00-000-890-00293

SEE 890-00293 SH 08 OF 11 STA 105+00 TO FARGO



SEE 890-00293 SH 10 OF 11 STA 120+50 TO ST CLOUD

STA 105+77 MKR ND010030

sta 109+57 MKR ND010028

Sta 112+07 MKR ND010025
PL HH 3x5x15" 30MTR LOOP

Sta 113+57 MKR ND010024
PL HH 3x5x15" 30MTR LOOP

1590'
2" HOPE SDR II

Sta 118+81 Drive

CASS CO. ND
CITY OF OXBOW
SEC 24 T137N R48W
SEC 25 T137N R48W

Note: PL CONDUIT IN Free-board Per REG, OVER Levee Per REG.

Sprint Proprietary Information: Restricted



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NORTH	OLD DRAWING NUMBER
WBS XXX	
PRINT NO. XX	
ENG. CO. XX	
APPRO. DATE	

REF: PROPOSED LAYOUT COORDINATES: NAD 83, NO STATE PLANE, SOUTH ZONE, US FT

Sprint

REGISTERED SERVICE MARK

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22" x 34" (D) 1" = 50'

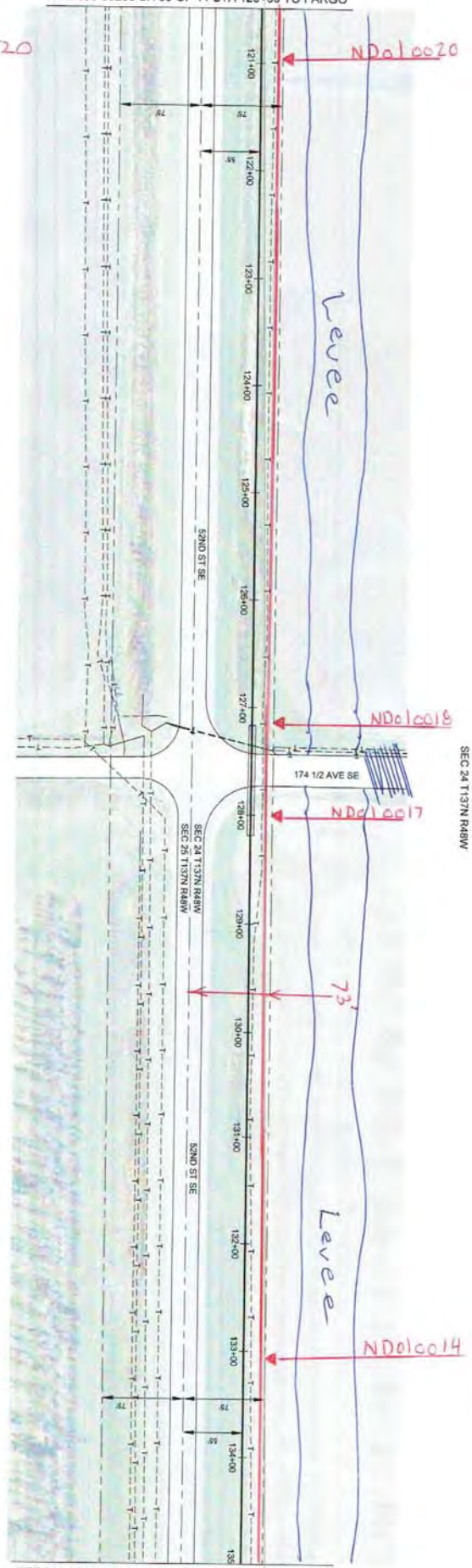
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CABLE ROUTE DETAIL
ST CLOUD, MN - FARGO, ND
92766106 Dwg 10

SHEET 09 OF 11 NTMWRK310-00-000-890-00293

SEE 890-00293 SH 09 OF 11 STA 120+50 TO FARGO

Sta 119+47

Sta 119+94 MKR ND010020



CASS CO. ND
CITY OF OXBOW
SEC 24 T137N R48W

SEE 890-00293 SH 11 OF 11 STA 135+00 TO ST CLOUD

Sta 133+86

Sta 125+96 MKR ND010018

11+40 END EXISTING 4" BIP & BORE

10+98 C/L OF RD Sta 126+36 & CVI RD

Sta 126+86 MKR ND010017

10+56 BEG EXISTING 4" BIP & BORE

1439'
2" HDPE SDR 11

Sta 131+86 MKR ND010014

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF SPRINT'S CALL CENTER OR CALL AT 1-800-521-4073, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

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APPRO DATE	PRINT NO: XX
	ENG. CO: XX

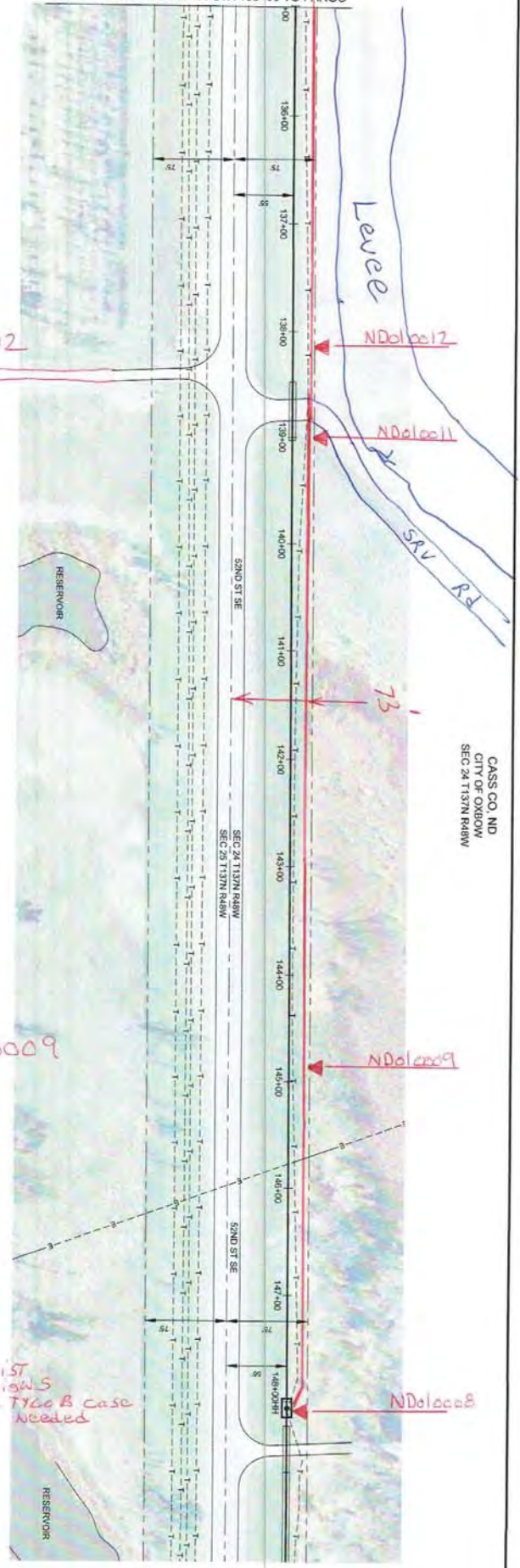
Sprint

FIBER OPTIC WORK ORDER DRAWING
CABLE ROUTE DETAIL
ST CLOUD, MN - FARGO, ND
927666106 Dwg #11

XREF PROPOSED LAYOUT
COORDINATES: NAD 83, NO STATE PLANES, SOUTH ZONE, US FT

SHEET 10 OF 11 NTVWRK310-00-000-890-00293

Sta 133+86
SEE 890-00293 SH 10 OF 11 STA 135+00 TO FARGO



CASS CO. ND
CITY OF OXBOW
SEC 24 T137N R6W

Sta 136+96 MKR ND010012
0+00 END EXISTING 4" BIP & BORE
0+00 AH STA EQ, MP 238
66+62 BK STA EQ, MP 238
66+47 C/L OF DR
66+15 BEG EXISTING 4" BIP & BORE
Sta 137+63

1265'
2" HDPE SDR 11

Sta 143+48 MKR ND010009

Sta 146+51 STOP 2" HDPE ENT EXIST
HH, KEEP EXIST POST, Red, GND, SIGNS
SPLICE NEW Cable T160 B case
NEEDED

- 57+10 EXISTING HH & SPL
- 56+63 END EXISTING 4" BIP & BORE
- 56+70 C/L OF DR
- 56+50 END EXISTING 4" PVC, BEG EXISTING 4" BIP & BORE

Plow-conv
EXIST.

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF SPRINT'S CALL-BEFORE-DIGging SERVICE AT 1-800-427-0678, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

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	WBIS XXX
APPRO DATE	PRINT NO. XX
	END CO. XX

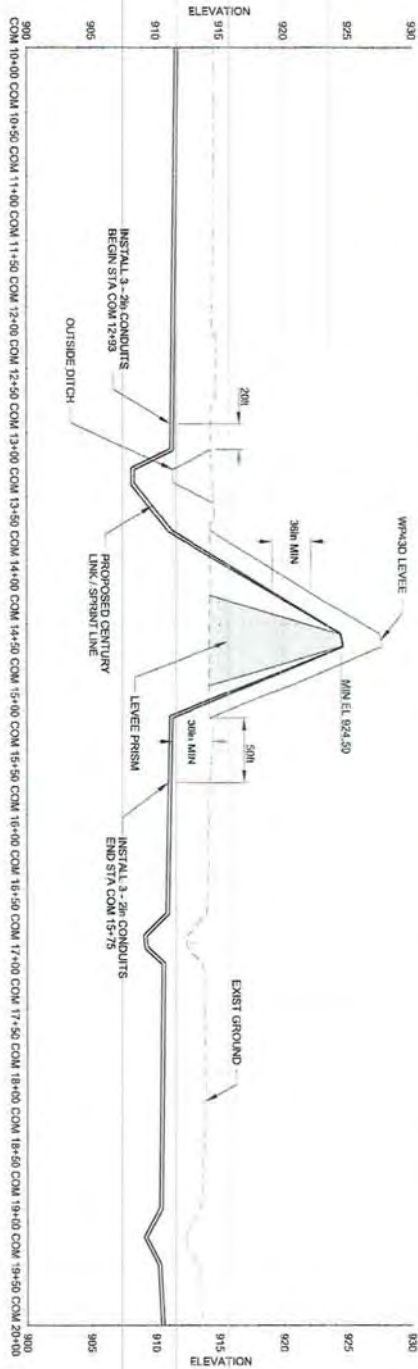
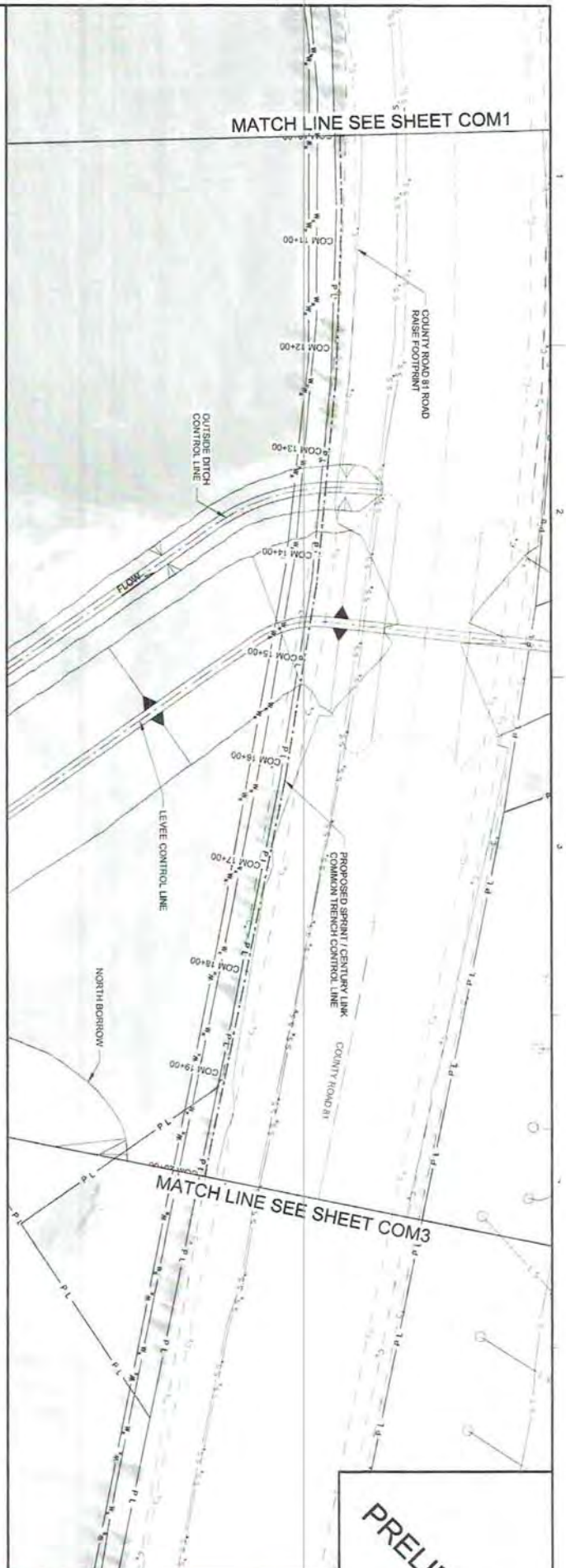
XREF PROPOSED LAYOUT
COORDINATES: MAD 83, ND STATE PLANE, SOUTH ZONE, US FT

Sprint

FIBER OPTIC WORK ORDER DRAWING
CABLE ROUTE DETAIL
ST CLOUD, MN - FARGO, ND
92166106 Divg # 12

SHEET 11 OF 11 NTPWRK310-00-000-890-00293

PROJECT SHEET SIZE (DIMENSIONS)	11" X 17" (0)	SCALE	1" = 100'
DATE	12/23/10	REVISION	1
BY	...	DATE	...



PLAN AND PROFILE VIEW

SPRINT / CENTURY LINK
 VERTICAL SCALE
 HORIZONTAL SCALE



- NOTES:**
1. CONDUIT SHALL NOT BE PLACED UNDER LEVEE PRISM WITH 5M OF COVER.
 2. SPRINT 26 CONDUIT OF HOPE ORANGE SPRINT.
 3. 2-26 CONDUITS FOR CENTURY LINK LINES.
 4. CONDUIT ALONG COUNTY ROAD B1 WILL BE PLACED AT MINIMUM OF 3M BELOW SURFACE.

92766E106
 DWG # 13

ELEVATION DATUM (VERTICAL CONTROL):
 NAVD 88
 GEOID09

COORDINATE SYSTEM (HORIZONTAL CONTROL):
 NAD 83 (2011)
 NO SPCS, SOUTH ZONE - US SURVEY FEET
 COMBINED SCALE FACTOR (CSF): 0.9895602290

OXBOW - HICKSON - BAKKE RING LEVEE
 WORK PACKAGE 43A
 CASS COUNTY, NORTH DAKOTA

COM2

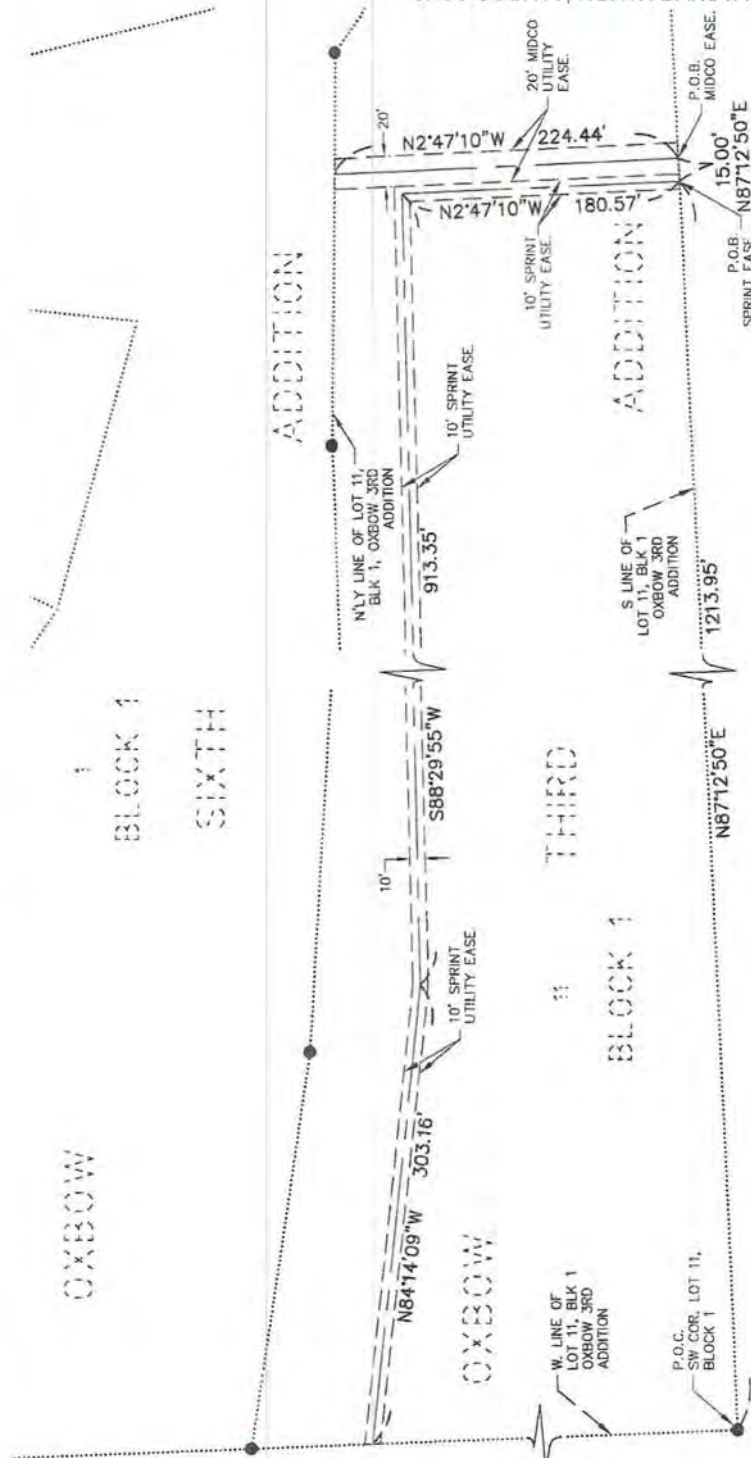
DATE	02/22/20
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
FILE NAME	FMMAKX_COM2.dwg
PROJECT NO.	10
DRAWN BY	
CHECKED BY	
PROJECT MANAGER	
PROJECT ENGINEER	



PRELIMINARY

EASEMENT EXHIBIT

OVER PART OF LOT 11, BLOCK 1, OXBOW THIRD
ADDITION TO THE CITY OF OXBOW
CASS COUNTY, NORTH DAKOTA



Scale in Feet
0 100

BASIS OF BEARINGS:
THE SOUTH LINE OF LOT 11,
BLOCK 1, OXBOW THIRD
ADDITION HAS A RECORD
BEARING OF N87°12'50"E

LEGEND

- IRON MONUMENT FOUND
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

OXBOW
BLOCK 1
SIXTH

OXBOW
BLOCK 1
THIRD

COUNTY HIGHWAY NO. 18

COUNTY HIGHWAY 81

92766E106
DWG # 14



EASEMENT EXHIBIT

DATE 04/05/16	LAST DAY ON SITE	CH'D BY SWH	PROJECT NO. 17033-280
REVISED	SCALE 1" = 100'	DRAWN BY MPL	SHEET 1 OF 2

EASEMENT EXHIBIT

OVER PART OF LOT 11, BLOCK 1, OXBOW THIRD
ADDITION TO THE CITY OF OXBOW
CASS COUNTY, NORTH DAKOTA

DESCRIPTION (SPRINT UTILITY EASEMENT)

That part of Lot 11, Block 1, OXBOW THIRD ADDITION to the City of Oxbow, according to the recorded plat thereof on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip on land 10.00 feet wide, lying 5.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said Lot 11; thence North 87 degrees 12 minutes 50 seconds East on a record bearing along the south line of said Lot 11 for a distance of 1,213.95 feet to the point of beginning of the centerline to be described; thence North 02 degrees 47 minutes 10 seconds West for a distance of 180.57 feet; thence South 88 degrees 29 minutes 55 seconds West for a distance of 913.35 feet; thence North 84 degrees 14 minutes 09 seconds West for a distance of 303.16 feet to the west line of said Lot 11 and said centerline there terminates.

The sidelines of said 10.00 foot wide strip are to be lengthened or shortened to terminate on the west and south lines of said Lot 11.

Containing 13,971 sq. ft., more or less, and is subject to all easements, reservations, restrictions, and right-of-ways of record, if any.

DESCRIPTION (MIDCO UTILITY EASEMENT)

That part of Lot 11, Block 1, OXBOW THIRD ADDITION to the City of Oxbow, according to the recorded plat thereof on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip on land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said Lot 11; thence North 87 degrees 12 minutes 50 seconds East on a record bearing along the south line of said Lot 11 for a distance of 1,228.95 feet to the point of beginning of the centerline to be described; thence North 02 degrees 47 minutes 10 seconds West for a distance of 224.44 feet to the northerly line of said Lot 11 and said centerline there terminates.

The sidelines of said 20.00 foot wide strip are to be lengthened or shortened to terminate on the south line and the northerly line of said Lot 11.

Containing 4,489 sq. ft., more or less and is subject to easements, reservations, restrictions, and right-of-ways of record, if any.

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.




Steven W. Holm, R.L.S.
N.D. License No. LS-6571

Date: 4-5-2016

State of North Dakota,
County of Cass

On this 5th day of April, 2016, before me, a Notary Public in and for said county and state, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same as his free act and deed.

BRENDA JO KOSKI
Notary Public
State of North Dakota
My Commission Expires May 9, 2018


Notary Public, Cass County, North Dakota
My Commission Expires: May 9, 2018



927666106
DWG # 15

	EASEMENT EXHIBIT	DATE	LAST DAY ON SITE	CH'D BY	PROJECT NO.
		04/05/16		SWH	17033-260
		REVISED	SCALE	DRAWN BY	SHEET
			1" = 100'	MPL	2 OF 2

Exhibit B - Scope of Work - Oxbow Levee 2017

WORK ORDER NUMBER:	9.28E+110																								
WORK ORDER NAME:	Oxbow Levee cable relocation																								
WORK LOCATION:																									
MILESTONE DATES																									
PRE-BID DATE REQUESTED:																									
BID CLOSING DATE REQUESTED:																									
AWARD DATE REQUESTED:																									
EXECUTE DATE REQUESTED:																									
SCOPE OF WORK:																									
<p>This project is starting work on 160th Avenue just west of the Red River where Sprint has an existing splice point. The project would then build west toward HWY81 and jump the Levee to place conduit between pond and Levee. Conduit would go north along pond private easement to Schnell Road into Oxbow where conduit would jump back into HWY 81 RW. Sprint would build north along the east side of 81 all the way up to about 700 feet north of Oxbow Drive. It will then pick up CL and jump to the west side of HWY 81 joint with CL. From this point the build will go north joint with CL on the west side of HWY 81. At the point where the existing Levee is built we will intercept two existing 2" HDPE conduits placed by the contractor building the Levee. North of the Levee two 2" HDPE conduits will again start building north about 1100 feet then bore the road to the east side again and both Sprint and CL will tie into existing conduits and cable with cut overs to be scheduled when all work is complete and cable is ready. This Cut over is to happen about September.</p>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">CONTRACT INSTALLATION ESTIMATE</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 25%; text-align: right;">99,360.00</td> </tr> <tr> <td>SPRINT MATERIAL ESTIMATE</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">51,974.00</td> </tr> <tr> <td>COST OF REMOVAL ESTIMATE</td> <td></td> <td style="text-align: right;">17.101</td> </tr> <tr> <td>ESTIMATED RETIREMENT COSTS</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> <tr> <td>ESTIMATED SALVAGE COSTS</td> <td></td> <td></td> </tr> <tr> <td>CONTRACT LABOR ESTIMATE</td> <td></td> <td></td> </tr> <tr> <td>RAILROAD LABOR ESTIMATE</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">-</td> </tr> <tr> <td>SPRINT LABOR ESTIMATE</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">48,100.00</td> </tr> </table>		CONTRACT INSTALLATION ESTIMATE	\$	99,360.00	SPRINT MATERIAL ESTIMATE	\$	51,974.00	COST OF REMOVAL ESTIMATE		17.101	ESTIMATED RETIREMENT COSTS	\$	-	ESTIMATED SALVAGE COSTS			CONTRACT LABOR ESTIMATE			RAILROAD LABOR ESTIMATE	\$	-	SPRINT LABOR ESTIMATE	\$	48,100.00
CONTRACT INSTALLATION ESTIMATE	\$	99,360.00																							
SPRINT MATERIAL ESTIMATE	\$	51,974.00																							
COST OF REMOVAL ESTIMATE		17.101																							
ESTIMATED RETIREMENT COSTS	\$	-																							
ESTIMATED SALVAGE COSTS																									
CONTRACT LABOR ESTIMATE																									
RAILROAD LABOR ESTIMATE	\$	-																							
SPRINT LABOR ESTIMATE	\$	48,100.00																							
G&A Overhead 27.63%	\$	59,828.62																							
TOTAL WORK ORDER ESTIMATE	\$	276,363.62																							
ENGINEER:	SIGNATURE:																								
MANAGER:	SIGNATURE:																								
DIRECTOR:	SIGNATURE:																								

Exhibit C - Oxbow Levee 2017

COST ESTIMATE CONTRACTOR

CODE	DESCRIPTION	U/M	AMOUNT	UNIT COST	COST
	Mobilize	LT	1	\$ 5,000.00	5,000.00
	place 2" HDPE bore	FT	2600	\$ 11.00	28,600.00
	place 2" HDPE plow/place/trench	FT	12,500	\$ 2.35	29,375.00
	Place warning sign posts 10 per mile	EA	35	\$ 125.00	4,375.00
	Hand holes Placed	EA	10	\$ 850.00	8,500.00
	Remove dead sprint fiber from RW	FT	15,576	\$ 1.00	15,576.00
	Remove old sign posts from RW	EA	15	\$ 75.00	1,125.00
	Remove old HH/s and restore	EA	2	\$ 200.00	400.00
	Install ground grids at splice points	EA	1	\$ 1,250.00	1,250.00
	Splice 90 splices, per burn	EA	56	\$ 80.00	4,480.00
	Install splice cases	EA	2	\$ 200.00	400.00
	Place cable in 2" HDPE conduit	FT	15,800	\$ 1.10	17,380.00
	Contract locating for construction	LT	0	\$ -	
	Install one 4x4x4 MH for slack cable	EA	0	\$ -	
		DAY	0	\$ -	
		FT	0	\$ -	
	SUBTOTAL				116,461.00

COST ESTIMATE SPRINT MATERIAL

CODE	DESCRIPTION	U/M	AMOUNT	UNIT COST	COST
	TYCO SPLICE Cases	EA	2	\$ 250.00	\$ 500.00
	36 count fiber price per meter	MTR	5000	\$ 2.10	\$ 10,500.00
	3x5x18" Hand holes	EA	10	\$ 1,650.00	\$ 16,500.00
	warning ribbon	EA	15,000	\$ 0.07	\$ 1,050.00
	Wood post 14 Foot green for splice locations	EA	1	\$ 50.00	\$ 50.00
	Tall BD3 ped for splice locations	EA	1	\$ 75.00	\$ 75.00
	Ground rods	EA	3	\$ 18.00	\$ 54.00
	# 2 ground wire Bare	FT	120	\$ 1.00	\$ 120.00
	# 6 heavy coated for splice to sip	FT	200	\$ 1.00	\$ 200.00
	bags of sack crete for HH setting	EA	40	\$ 10.00	\$ 400.00
	Stainless steel mesh for HH where gopher is issue	EA	10	\$ 150.00	\$ 1,500.00
	2" HDPE conduit, with 2500 pound mule tape in side	FT	15,500	\$ 1.30	\$ 20,150.00
	Warning sign posts	ea	35	\$ 25.00	\$ 875.00
	4x4x4 precast MH	EA	0	\$ -	
		LT	0	\$ -	
	#N/A			#N/A	
	SUBTOTAL				\$ 51,974.00

COST ESTIMATE SPRINT LABOR

CODE	DESCRIPTION	U/M	AMOUNT	UNIT COST	COST
	Sprint Engineering, time tracked since beginning	HR	160	\$ 125.00	\$ 20,000.00
	Sprint ADMIN	HR	40	\$ 125.00	\$ 5,000.00
	Permit HRS	HR	20	\$ 125.00	\$ 2,500.00
	Contract drafting	HR	26	\$ 100.00	\$ 2,600.00
	HOT Sprint employee testing	LT	1	\$ 8,000.00	\$ 8,000.00
	Contract Engineering inspection if required	LT	1	\$ 10,000.00	\$ 10,000.00
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	#N/A			#N/A	
	SUBTOTAL				\$ 48,100.00
	TOTALS				\$ 216,535.00

G&A Overhead 27.63% 59,828.62
 Total This Page 276,363.62

Technical Advisory Recommendation

Date: August 8, 2017

RECOMMENDATION FOR ACTION:

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

SUMMARY OF AGREEMENT ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare contracts and seek approval based on the contract’s proposed value. The procedures listed in Section 4.E, are appropriate for this proposed new contract action.

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

CenturyLink Communications

\$28,577.62

WP-43CD Utility Relocation Reimbursement Agreement

- WP-43CD OHB copper communications cable levee crossing

BACKGROUND AND DISCUSSION:

This Utility Relocation Reimbursement Agreement is for the proposed 2017 CenturyLink copper communication cable levee crossing that is required for the WP-43CD OHB Ring Levee – Phases C and D construction project.

A summary of CenturyLink’s contracting history for the project is listed below.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Original Project Cost	Budget Change	Revised Project Cost	Contract or Amendment Date	Project Completion	Comments
Previously encumbered CenturyLink WP-43 Utility Relocations	\$505,043.10	\$0	\$505,043.10	July-2014	10-Oct-14	CenturyLink utility relocations in 2014: Abandon service along CR-25, fiber and copper service placement along CR-18 and Hwy-81, fiber service placement in CR-25, two remote terminal placements, and central office modifications.
Reimbursement Agreement RA-CL002		\$73,177.53	\$578,220.63		01-Dec-15	Relocate copper cable facilities for 39 homes and golf course club house in Oxbow development.
Reimbursement Agreement RA-CL003		\$28,577.62	\$606,798.25	24-Aug-17	01-Nov-17	WP-43CD OHB copper communications cable levee crossing.

FINANCIAL CONSIDERATIONS:

The PMC requests that the requirement for multiple quotes for this work be waived. CenturyLink is performing (or contracting for) the work, and therefore multiple quotes were not sought by the EOR.

CenturyLink provided the attached Special Construction Proposal in the amount of \$28,577.62 along with Exhibit A (Route Plan Drawings) for the planned 2017 copper line relocation and levee crossing associated with the construction of WP-43CD.

The work will include tying into the existing copper line on the east side of Highway 81, crossing under Hwy 81 to the west and then continuing north along the west side of Highway 81 until it intersects and crosses over the levee in a conduit installed by the OHB WP-43CD contractor (Meyer Contracting), then continuing north until it crosses back to the east under Highway 81 tying back into the existing line. The CenturyLink work will be done in a shared trench with Sprint Communications (a separate utility relocation agreement) to save on excavation costs.

This amount of \$28,577.62 is included in the FY-2017 FMDA budget. The PMC has reviewed this cost proposal and finds it acceptable.

ATTACHMENT(S):

1. DRAFT CenturyLink Reimbursement Agreement
2. CenturyLink Special Construction Proposal
3. Exhibit A (Route Plan Drawings)

Submitted by:

John W. Glatzmaier

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

August 8, 2017

Date

Nathan Boerboom, City of Fargo – Metro Flood
Diversion Authority Project Manager

Concur: 08/10/2017 Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: _____ Non-Concur: _____

Mark Bittner, Fargo Director of Engineering

Concur: 08/17/2017 Non-Concur: _____

Jeff Ebsch, Assistant County Engineer – Metro Flood
Diversion Authority Project Manager

Concur: 08/09/2017 Non-Concur: _____

David Overbo, Clay County Engineer

Concur: 08/09/2017 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: 08/09/2017 Non-Concur: _____

August 24, 2017

CenturyLink Communications
CenturyLink Asset Accounting – BART
700 W Mineral Ave
Room NM P29.34
Littleton, CO 80120

Attn: Mrs. Marcella Apodaca

Subject: RA-CL003; WP-43CD – Oxbow Reimbursement Agreement

Dear Mrs. Apodaca:

Thank you for providing the attached Proposal presenting the cost to relocate copper cable facilities in the east side of Hwy 81 to the west side of Hwy 81 in Oxbow, ND. The work will include tying into the existing line on the east side of Highway 81, crossing under Hwy 81 to the west and then continuing north along the west side of Highway 81 until it intersects and crosses over the levee in a conduit installed by the OHB WP43CD contractor (Meyer Contracting), then continuing north until it crosses back to the east under Highway 81 tying back into the existing line. The CenturyLink work will be done in a shared trench with Sprint Communications to save on excavation costs.

The Diversion Authority understands that this Proposal is anticipated to cover all labor, materials, and commissioning necessary to install the new facilities and removed old facilities as described in attached Proposal.

The Diversion Authority agrees to reimburse CenturyLink the total proposed cost of \$28,577.62 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: APInvoicesFMDiv@ch2m.com.

Sincerely,

Timothy J. Mahoney, Chairman
Flood Diversion Board of Authority
200 3rd Street North
Fargo, ND 58102

RA-CL003_WP-43CD_OHBReimbursementAgreement

c: Mr. Michael J. Redlinger, Fargo Assistant City Administrator
Mr. Robert W. Wilson, Cass County Administrator

Attachments:

CenturyLink Special Construction Proposal
Exhibit A: Route Plan Drawings



7/18/2017

Flood Diversion Authority
Attn: Pat Downs
211 ninthStreet South Box 2806
Fargo, ND 58108

Re: OXBOW, ND

BAN Number N261940

Pat Downs,

Please review the attached Special Construction Proposal. If acceptable, return a signed copy and a form of payment for the total charges in the amount of \$28,577.62. Please note, your job will not be scheduled until we are in receipt of the above.

Send all documents and payments to:

CenturyLink Asset Accounting - BART
700 W Mineral Ave
Room NM P29.34
Littleton, CO 80120

Documents to include:

- Signed Proposal
- Payment

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and Centurylink for the Work. **NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.**

Checks should be made payable to CenturyLink. If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$28,577.62. Please note that any terms and conditions set forth on a Purchase Order will not become part of the agreement for the Work, which is governed solely by the Special Construction Proposal. If you are interested in an electronic payment option, Electronic Funds Transfer (EFT) is available and instructions will be provided to you upon request. CenturyLink is unable to accept credit card payments for Special Construction projects.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink representative, Donna Olson at +17634252199.

Asset Accounting Operations
Email: sconstr@CenturyLink.com
720-578-8671
303-707-9971 fax

enclosures

Special Construction Proposal

Date: 7/18/2017

Billing Address:

Work Location:

Customer: Flood Diversion AuthorityHighway 81 on the north side of Oxbow, NDAttention: Timothy J. MahoneyCounty CASS200 3rd Street NorthOXBOW, NDFargo, ND 58102

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

CenturyLink will be relocating buried copper cable from the SE side of Highway 81 in preparation for the next phase of OHB Ring levee project. CenturyLink will be combing the two existing cables into a single cable and relocating to the NW side of Highway 81 on the north side of Oxbow, ND

Advance Payment (required before work begins): \$28,577.62

Total Charges: Twenty-Eight Thousand Five Hundred Seventy-Seven Dollars and 62/100

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

Customer

Authorized Signature: _____

Name Printed/Typed: Timothy J. MahoneyTitle: Chairman, Flood Diversion Board of Authority

Date: _____

PRELIMINARY

HMG
HOUSTON - MOORE GROUP

GENERAL PLAN - SPRINT / CENTURY LINK
CASS COUNTY, NORTH DAKOTA
WORK PACKAGE 43A
OXBOW - HICKSON - BAKKE RING LEVEE

DATE: 06/22/2017
REVISIONS:
REVISIONS:
REVISIONS:
FILE NAME: H:\MOORE\COM-43A
PROJECT No.: 1614474
DRAWN BY: JOE
CHECKED BY: CMG
PROJ. MANAGER: CMG
PROJ. ENGINEER: MV

COM

ELEVATION DATUM (VERTICAL CONTROL): NAVD 88
GEOID09
COORDINATE SYSTEM (HORIZONTAL CONTROL): NAD 83 (2011)
NAD 83 (2011)
COMBINED SCALE FACTOR (ICF): 0.999960296
NAD 83 SOUTH ZONE - US SURVEY FEET

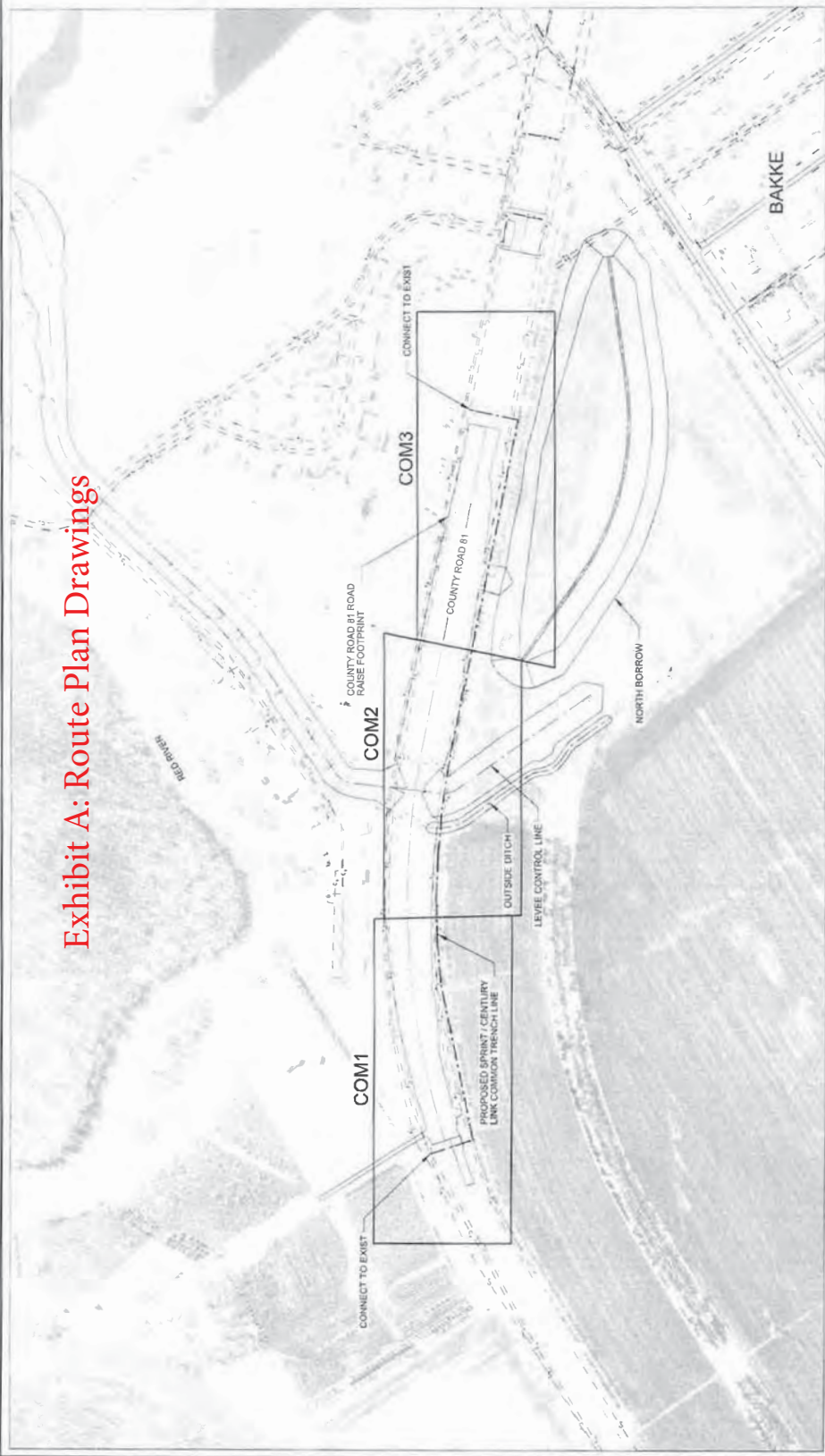


Exhibit A: Route Plan Drawings

TABLE OF CONTENTS:

- COM GENERAL PLAN - SPRINT / CENTURY LINK
- COM1 PLAN AND PROFILE - SPRINT / CENTURY LINK
- COM2 PLAN AND PROFILE - SPRINT / CENTURY LINK
- COM3 PLAN AND PROFILE - SPRINT / CENTURY LINK
- CS101 PLAN AND PROFILE - CASS COUNTY RURAL WATER
- CS102 PLAN AND PROFILE - CASS COUNTY ELECTRIC LINE

PLAN VIEW
SPRINT / CENTURY LINK



1 2 3 4 5

Exhibit A: Route-Plan Drawings



PRELIMINARY

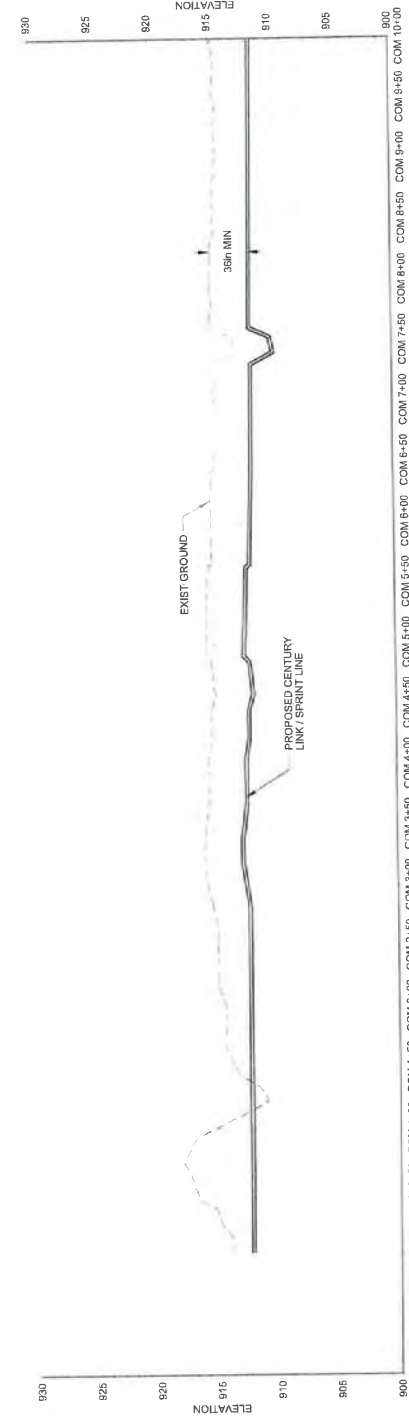
HMG
HOUSTON - MOORE GROUP

XBOW - HICKSON - BAKKE RING LEVEE
WORK PACKAGE 43A
CASS COUNTY, NORTH DAKOTA
PLAN AND PROFILE - SPRINT / CENTURY LINK

DATE:	05/22/2017
REVISION:	
REVISION:	
REVISION:	
FILE NAME:	SPRINT_CENTURY_LINK.dwg
PROJECT NO:	1114-SPR
DRAWN BY:	JRE
CHECKED BY:	CMG
PROJ. MANAGER:	CMG
PROJ. ENGINEER:	JAY

COM1

- NOTES:**
- CONDUIT SHALL NOT BE PLACED IN LEVEE PRISM WITH 3' UT COVER.
 - SPRINT OR CONDUIT OF HDPE OR ANGE SDRTT
 - 2" IN CONDUITS FOR CENTURY LINK LINES.
 - CONDUIT ALONG COUNTY ROAD 81 SHALL BE PLACED AT A MINIMUM OF 3' BELOW SURFACE.



PLAN AND PROFILE VIEW

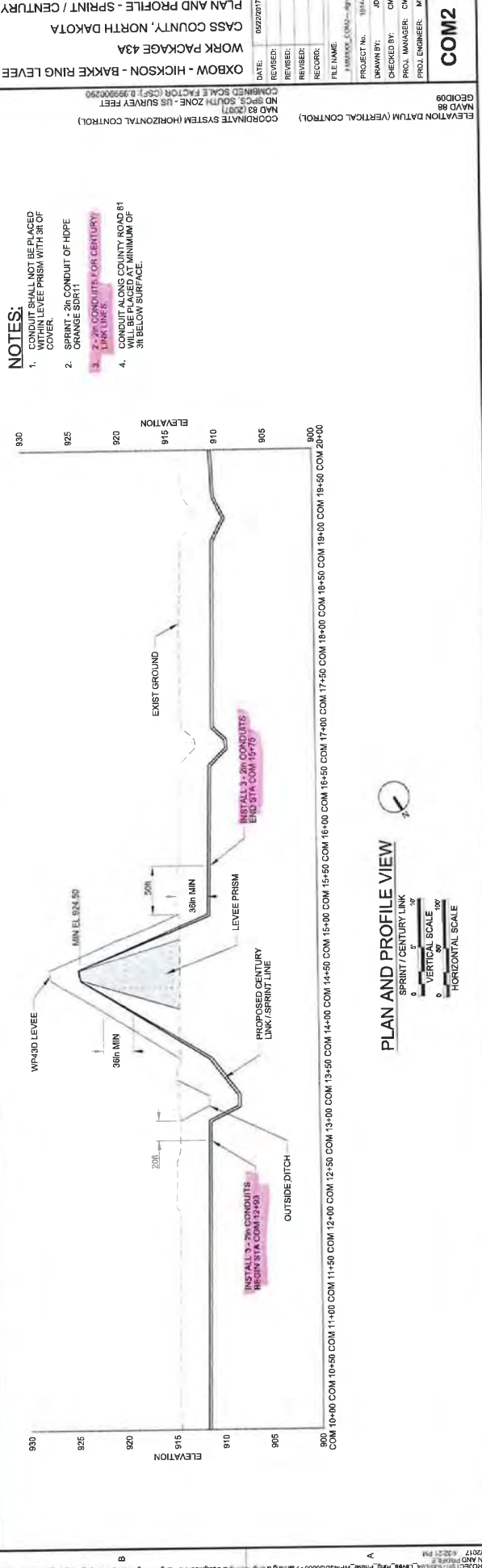
SPRINT / CENTURY LINK

VERTICAL SCALE 100'

HORIZONTAL SCALE

COORDINATE SYSTEM (HORIZONTAL CONTROL)
NAD 83 (2011)
UNIT: SOUTH ZONE - US SURVEY FEET
COMBINED SCALE FACTOR (CSF): 0.999900290

Exhibit A: Route Plan Drawings



NOTES:

1. CONDUIT SHALL NOT BE PLACED OVER LEVEE PRISM WITH 30' OF COVER.
2. SPRINT - 24\"/>

DATE:	06/22/2017
REVISION:	
REVISION:	
REVISION:	
FILE NAME:	SPRINT_CENTURY_LINK.dwg
PROJECT NO.:	1914-01
DRAWN BY:	CMG
CHECKED BY:	CMG
PROJ. MANAGER:	CMG
PROJ. ENGINEER:	AM

COM2

OXBOW - HICKSON - BAKKE RING LEVEE
 WORK PACKAGE 43A
 CASS COUNTY, NORTH DAKOTA
 PLAN AND PROFILE - SPRINT / CENTURY LINK

HMG
 HOUSTON - MOORE GROUP

PRELIMINARY

PLAN AND PROFILE VIEW

SPRINT / CENTURY LINK

VERTICAL SCALE: 1"=20'

HORIZONTAL SCALE: 1"=100'

ELEVATION DATUM (VERTICAL CONTROL)
 NAD 83
 UTM SOUTH ZONE - US SURVEY FEET
 COMBINED SCALE FACTOR (CSF): 0.999900290

MATCH LINE SEE SHEET COM1

MATCH LINE SEE SHEET COM3

COM 10+00 COM 10+50 COM 11+00 COM 11+50 COM 12+00 COM 12+50 COM 13+00 COM 13+50 COM 14+00 COM 14+50 COM 15+00 COM 15+50 COM 16+00 COM 16+50 COM 17+00 COM 17+50 COM 18+00 COM 18+50 COM 19+00 COM 19+50 COM 20+00

Exhibit A: Route Plan Drawings

PRELIMINARY

HMG

HOUSTON - MOORE GROUP

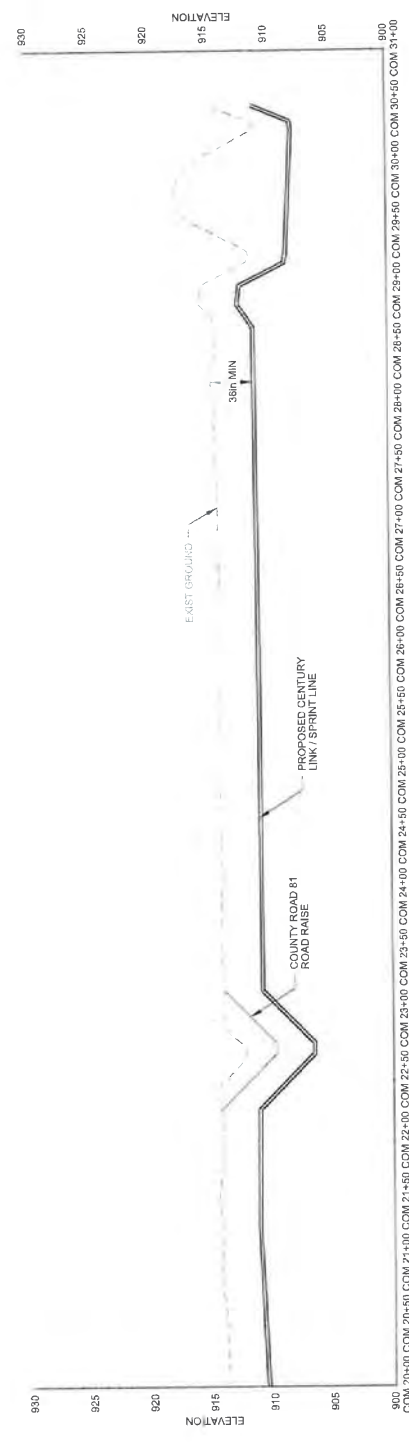
OXBOW - HICKSON - BAKKE RING LEVEE
 WORK PACKAGE 43A
 CASS COUNTY, NORTH DAKOTA
 PLAN AND PROFILE - SPRINT / CENTURY LINK

DATE:	05/22/2017
REVISION:	
REVISION:	
REVISION:	
REVISION:	
FILE NAME:	H:\MVA\COM2_99
PROJECT NO.:	161424
DRAWN BY:	DE
CHECKED BY:	DMG
PROJ. MANAGER:	DMG
PRD. ENGINEER:	MM

COM3



- NOTES:**
1. CONDUITS SHALL NOT BE PLACED UNDER EXISTING ASPHALT COVER.
 2. SPRINT - 24" CONDUIT OF HDPE ORANGE SDR11 LINK LINES
 3. SPRINT - 24" CONDUITS FOR CENTURY LINK LINES
 4. CONDUIT ALONG COUNTY ROAD 81 WILL BE PLACED AT MINIMUM OF 36" BELOW SURFACE.



PLAN AND PROFILE VIEW



Technical Advisory Group Recommendation

Meeting Date: 08/15/2017

RECOMMENDATION FOR ACTION:

The Technical Advisory Group 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):

Description	Budget Estimate (\$)
Reiner Contracting Inc.	
<i>Change Order #06</i>	<i>\$(1,720.78)</i>
<ul style="list-style-type: none"> WP-42H.2, El Zagal Area Flood Risk Mgmt-Phase 2 – Balance Final Quantities of Unit Rate Items 	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget (\$) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	1,515,798.64	1,515,798.64	7-Mar-16	31-Oct-16	Contract Award recommended to lowest responsive bidder, Reiner Contracting Inc.
Change Order No. 1	1,515,798.64	26,997.30	1,542,795.94	7-Mar-16	7-Nov-16	Additional asbestos containing materials abatement.
Change order No. 2	1,542,795.94	34,568.20	1,577,364.14	7-Mar-16	11-Nov-16	Plugged sanitary gravity line, tree removal, storm manhole repair, and standby time due to lift station/force main problem
Change Order No. 3	1,577,364.14	9,401.21	1,586,765.35	7-Mar-16	21-Nov-16	Floodwall pier caps, sanitary lift station start-up, sidewalk tree removal, storm inlet structure casting, and property drainage adjustment.
Change Order No. 4	1,586,765.35	420.50	1,587,185.85	7-Mar-16	1-Jun-17	Additional Stop Sign, Milestone Adjustment for Final Seeding
Change Order No. 5	1,587,185.85	14,181.14	1,601,366.99	7-Mar-16	1-Jun-17	Authorize Executive Director(s) to settle Claim and approve subsequent Change Order
Change Order No. 6	1,601,366.99	(1,720.78)	1,599,646.21	7-Mar-16	1-Jun-17	Balance Unit Rate Quantities

DISCUSSION

- 1. Unit Rate Bid Item Quantity Adjustments** – This item establishes the final balancing for 35 unit rate bid items by adjusting the contracted quantities to match the installed quantities as verified by HMG field staff. The net change to the Contract Price is a deduct of \$(1,720.78).

ATTACHMENT(S):

Draft Change Order 06

Submitted by:



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

08/15/2017

Date

Nathan Boerboom, City of Fargo – Metro Flood
Diversion Authority Project Manager

Concur: _____ Non-Concur: _____

Jason Benson, Cass County Engineer

Concur: _____ Non-Concur _____

Mark Bittner, Fargo Director of Engineering

Concur: 08/16/2017 Non-Concur: _____

Jeff Ebsch, Assitant County Engineer – Metro Flood
Diversion Authority Project Manager

Concur: 08/15/2017 Non-Concur _____

David Overbo, Clay County Engineer

Concur: 08/15/2017 Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer

Concur: 08/15/2017 Non-Concur _____



Change Order No. 06

Date of Issuance:	<u>08/24/2017</u>	Effective Date:	<u>08/24/2017</u>
Owner:	<u>Metro Flood Diversion Authority</u>	Owner's Contract No.:	<u>WP-42H.2</u>
Owner's Representative:	<u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.:	<u>435534</u>
Contractor:	<u>Reiner Contracting Inc.</u>	Contractor's Project No.:	<u></u>
Engineer:	<u>Houston-Moore Group, LLC</u>	Work Package No.:	<u>WP-42H.2</u>
Project:	<u>Fargo-Moorhead Area Diversion</u>	Contract Name:	<u>El Zagal Area Flood Risk Mgmt-Phase 2</u>

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

Description:

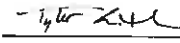

1. UNIT RATE BID ITEM QUANTITY ADJUSTMENTS

Adjust the quantities of the 35 unit rate bid items as shown in the attached Change Order No. 6 Unit Price Schedule dated 8/15/2017. The purpose of these adjustments is the balance the final quantities of these items by matching the contracted amounts to the actual installed quantities as verified by the Engineer. The net change to the Contract Price is a deduct of\$(1,720.78). There is no change to the Contract Times for these adjustments.

Attachments:

Change Order 6 Unit Price Schedule dated 08/15/2017

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 1,515,798.64	Original Contract Times: Milestone #1: <u>May 1, 2016</u> Milestone #2: <u>August 1, 2016</u> Substantial Completion: <u>October 1, 2016</u> Ready for Final Payment: <u>October 31, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 thru 5: 85,568.35	[Increase] [Decrease] from previously approved Change Orders No. 1 thru 4: Milestone #1: <u>5 days</u> Milestone #2: <u>9 days</u> Substantial Completion: <u>19 days</u> Ready for Final Payment: <u>June 1, 2017</u>
Contract Price prior to this Change Order: 1,601,366.99	Contract Times prior to this Change Order: Milestone #1: <u>May 8, 2016</u> Milestone #2: <u>August 12, 2016</u> Substantial Completion: <u>October 23, 2016</u> Ready for Final Payment: <u>June 1, 2017</u>
[Increase] [Decrease] of this Change Order: 1,720.78	[Increase] [Decrease] of this Change Order: Milestone #2: Substantial Completion: Ready for Final Payment:
Contract Price incorporating this Change Order: 1,599,646.21	Contract Times with all approved Change Orders: Milestone #1: <u>May 8, 2016</u> Milestone #2: <u>August 22, 2016</u> Substantial Completion: <u>October 23, 2016</u> Ready for Final Payment: <u>June 1, 2017</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u> Owner's Representative (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)			
Name: <u>Tyler Smith, P.E.</u>	Name: <u>Tim Mahoney</u>	Name: <u>Frank Little</u>			
Title: <u>Construction Manager</u>	Title: <u>Chairman</u>	Title: <u>Project Manager</u>			
Date: <u>08/15/2017</u>	Date: _____	Date: <u>8/16/17</u>			

**WP-42H.2
El Zagal Area Flood Risk Mgmt - Phase 2**

Change Order 6 Unit Price Schedule
DATE: 8/15/2017



WP-42H.2 - El Zagal Area Flood Risk Mgmt - Phase 2											
ITEM	DESCRIPTION	UNIT	Current Budget (Thru CO #5)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0001	Abandon Manhole	EA	4	430.34	\$ 1,721.36	0	\$ -	\$ -	4	430.34	\$ 1,721.36
0002	F&I Manhole 4' Dia Reinf Conc	EA	2	5,447.97	\$ 10,895.94	0	\$ -	\$ -	2	5,447.97	\$ 10,895.94
0003	F&I Manhole 6' Dia Reinf Conc	EA	1	8,215.58	\$ 8,215.58	0	\$ -	\$ -	1	8,215.58	\$ 8,215.58
0004	Remove Manhole	EA	1	872.26	\$ 872.26	0	\$ -	\$ -	1	872.26	\$ 872.26
0005	Plug Pipe 8" Dia	EA	2	293.06	\$ 586.12	0	\$ -	\$ -	2	293.06	\$ 586.12
0006	Plug Pipe 10" Dia	EA	4	293.07	\$ 1,172.28	0	\$ -	\$ -	4	293.07	\$ 1,172.28
0007	Plug Pipe 16" Dia	EA	7	293.19	\$ 2,052.33	0	\$ -	\$ -	7	293.19	\$ 2,052.33
0008	Plug Pipe 30" Dia	EA	2	350.07	\$ 700.14	0	\$ -	\$ -	2	350.07	\$ 700.14
0009	F&I Pipe SDR 26 - 10" Dia PVC	LF	542	67.00	\$ 36,314.00	0	\$ -	\$ -	542	67.00	\$ 36,314.00
0010	Remove Pipe All Sizes All Types	LF	215	33.57	\$ 7,217.55	15	\$ -	\$ 503.55	230	33.57	\$ 7,721.10
0011	F&I Lift Station	LS	1	366,475.00	\$ 366,475.00	0	\$ -	\$ -	1	366,475.00	\$ 366,475.00
0012	F&I Forcemain 6" Dia	LF	12	89.18	\$ 1,070.16	0	\$ -	\$ -	12	89.18	\$ 1,070.16
0013	F&I Fittings Ductile Iron	LB	105	6.67	\$ 700.35	0	\$ -	\$ -	105	6.67	\$ 700.35
0014	F&I Fittings Ductile Iron	LB	115	5.75	\$ 661.25	0	\$ -	\$ -	115	5.75	\$ 661.25
0015	F&I Hydrant	EA	1	5,701.78	\$ 5,701.78	0	\$ -	\$ -	1	5,701.78	\$ 5,701.78
0016	Plug Pipe 6" Dia	EA	2	405.05	\$ 810.10	0	\$ -	\$ -	2	405.05	\$ 810.10
0017	F&I Pipe C900 DR18 - 6" Dia PVC	LF	11	53.55	\$ 589.05	7	\$ -	\$ 374.85	18	53.55	\$ 963.90
0018	Connect Pipe to Exist Pipe	EA	1	716.25	\$ 716.25	0	\$ -	\$ -	1	716.25	\$ 716.25
0019	Remove Pipe All Sizes All Types	LF	350	12.16	\$ 4,256.00	20	\$ -	\$ 243.20	370	12.16	\$ 4,499.20
0020	Abandon Manhole	EA	1	358.11	\$ 358.11	1	\$ -	\$ 358.11	2	358.11	\$ 716.22
0021	F&I Manhole 4' Dia Reinf Conc	EA	4	3,044.06	\$ 12,176.24	0	\$ -	\$ -	4	3,044.06	\$ 12,176.24
0022	F&I Manhole 5' Dia Reinf Conc	EA	1	4,644.60	\$ 4,644.60	0	\$ -	\$ -	1	4,644.60	\$ 4,644.60

WP-42H.2 - El Zagal Area Flood Risk Mgmt - Phase 2											
ITEM	DESCRIPTION	UNIT	Current Budget (Thru CO #5)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0023	F&I Manhole 6' Dia Reinf Conc	EA	2	5,637.56	\$ 11,275.12	0	\$ -	\$ -	2	5,637.56	\$ 11,275.12
0024	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	2,352.05	\$ 2,352.05	0	\$ -	\$ -	1	2,352.05	\$ 2,352.05
0025	F&I Inlet - Manhole (MHI) Type E Reinf Conc	EA	1	22,079.52	\$ 22,079.52	0	\$ -	\$ -	1	22,079.52	\$ 22,079.52
0026	F&I Inlet - Round (RDI) Reinf Conc	EA	1	1,187.63	\$ 1,187.63	0	\$ -	\$ -	1	1,187.63	\$ 1,187.63
0027	F&I Gatewell	EA	1	101,383.76	\$ 101,383.76	0	\$ -	\$ -	1	101,383.76	\$ 101,383.76
0028	Plug Pipe 18" Dia	EA	3	381.26	\$ 1,143.78	0	\$ -	\$ -	3	381.26	\$ 1,143.78
0029	Connect Pipe to Existing Structure	EA	1	1,701.18	\$ 1,701.18	0	\$ -	\$ -	1	1,701.18	\$ 1,701.18
0030	F&I Pipe 30" Dia Reinf Conc	LF	153	79.98	\$ 12,236.94	0	\$ -	\$ -	153	79.98	\$ 12,236.94
0031	F&I Pipe 30" Dia Reinf Conc - CL5	LF	203	103.54	\$ 21,018.62	0	\$ -	\$ -	203	103.54	\$ 21,018.62
0032	F&I Pipe 12" Dia Polypropylene	LF	49	39.75	\$ 1,947.75	0	\$ -	\$ -	49	39.75	\$ 1,947.75
0033	F&I Pipe 15" Dia Polypropylene	LF	148	42.52	\$ 6,292.96	0	\$ -	\$ -	148	42.52	\$ 6,292.96
0034	F&I Pipe 18" Dia Polypropylene	LF	227	51.13	\$ 11,606.51	0	\$ -	\$ -	227	51.13	\$ 11,606.51
0035	F&I Pipe 30" Dia Polypropylene	LF	108	99.87	\$ 10,785.96	0	\$ -	\$ -	108	99.87	\$ 10,785.96
0036	Remove Pipe All Sizes All Types	LF	142	17.06	\$ 2,422.52	8	\$ -	\$ 136.48	150	17.06	\$ 2,559.00
0037	Subgrade Preparation	SY	1,392	1.62	\$ 2,255.04	27	\$ -	\$ 43.74	1,419	1.62	\$ 2,298.78
0038	F&I Nonwoven Geotextile	SY	1,392	2.08	\$ 2,895.36	778	\$ -	\$ 1,618.24	2,170	2.08	\$ 4,513.60
0039	Remove Sidewalk 4" Thick Conc	SY	185	4.09	\$ 756.65	136	\$ -	\$ 556.24	321	4.09	\$ 1,312.89
0040	F&I Sidewalk 4" Thick Reinf Conc	SY	1,065	50.65	\$ 53,942.25	83	\$ -	\$ 4,203.95	1,148	50.65	\$ 58,146.20
0041	F&I Det Warn Panels Cast Iron	SF	56	51.14	\$ 2,863.84	0	\$ -	\$ -	56	51.14	\$ 2,863.84
0042	Remove Curb and Gutter	LF	605	3.26	\$ 1,972.30	19	\$ -	\$ 61.94	624	3.26	\$ 2,034.24
0043	F&I Curb & Gutter Standard (Type I)	LF	95	37.29	\$ 3,542.55	1	\$ -	\$ 37.29	96	37.29	\$ 3,579.84
0044	F&I Curb & Gutter Standard (Type II)	LF	607	26.10	\$ 15,842.70	66	\$ -	\$ 1,722.60	673	26.10	\$ 17,565.30
0045	F&I Class 5 Agg - 6" Thick	SY	255	9.10	\$ 2,320.50	5	\$ -	\$ 45.50	260	9.10	\$ 2,366.00
0046	F&I Class 5 Agg - 8" Thick	SY	317	10.60	\$ 3,360.20	78	\$ -	\$ 826.80	395	10.60	\$ 4,187.00
0047	F&I Class 5 Agg - 9" Thick	SY	1,025	11.29	\$ 11,572.25	52	\$ -	\$ 587.08	1,077	11.29	\$ 12,159.33
0048	F&I Pavement Mix Base Course Asphalt - 6"	SY	1,025	31.45	\$ 32,236.25	-80	\$ -	\$ (2,516.00)	945	31.45	\$ 29,720.25

WP-42H.2 - El Zagal Area Flood Risk Mgmt - Phase 2											
ITEM	DESCRIPTION	UNIT	Current Budget (Thru CO #5)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0049	F&I Pavement Mix Wear Course Asphalt - 2"	SY	1,025	11.19	\$ 11,469.75	-43	\$ -	\$ (481.17)	982	11.19	\$ 10,988.58
0050	F&I Pavement 6" Thick Reinf Conc	SY	255	71.39	\$ 18,204.45	6	\$ -	\$ 428.34	261	71.39	\$ 18,632.79
0051	F&I Pavement 7" Thick Reinf Conc	SY	65	76.71	\$ 4,986.15	0	\$ -	\$ -	65	76.71	\$ 4,986.15
0052	F&I Pavement 8" Thick Reinf Conc	SY	317	83.11	\$ 26,345.87	5	\$ -	\$ 415.55	322	83.11	\$ 26,761.42
0053	Remove Pavement All Thickness Asphalt	SY	85	9.87	\$ 838.95	-68	\$ -	\$ (671.16)	17	9.87	\$ 167.79
0054	Remove Pavement 8" Thick Conc	SY	1,240	6.68	\$ 8,283.20	17	\$ -	\$ 113.56	1,257	6.68	\$ 8,396.76
0055	Rem & Rep Pavement 8" Thick Asphalt	SY	105	62.37	\$ 6,548.85	1	\$ -	\$ 62.37	106	62.37	\$ 6,611.22
0056	Temp Fence -Safety	LF	700	2.82	\$ 1,974.00	903	\$ -	\$ 2,546.46	1,603	2.82	\$ 4,520.46
0057	Excavation	CY	3,000	4.00	\$ 12,000.00	185	\$ -	\$ 740.00	3,185	4.00	\$ 12,740.00
0058	Fill - CL3	CY	3,000	20.10	\$ 60,300.00	0	\$ -	\$ -	3,000	20.10	\$ 60,300.00
0059	Remove Tree	EA	41	178.67	\$ 7,325.47	0	\$ -	\$ -	41	178.67	\$ 7,325.47
0060	Remove Landscaping	LS	1	881.08	\$ 881.08	0	\$ -	\$ -	1	881.08	\$ 881.08
0061	Remove Driveway All Thicknesses All Types	SY	280	4.25	\$ 1,190.00	10	\$ -	\$ 42.50	290	4.25	\$ 1,232.50
0062	Demolition - Structures	EA	8	13,612.66	\$ 108,901.28	0	\$ -	\$ -	8	13,612.66	\$ 108,901.28
0063	Demolition - Foundation	EA	8	7,440.76	\$ 59,526.08	0	\$ -	\$ -	8	7,440.76	\$ 59,526.08
0064	F&I Decid Tree 1.0"	EA	44	202.44	\$ 8,907.36	4	\$ -	\$ 809.76	48	202.44	\$ 9,717.12
0065	F&I Decid Tree 1.5"	EA	66	303.66	\$ 20,041.56	6	\$ -	\$ 1,821.96	72	303.66	\$ 21,863.52
0066	F&I Landscaping	LS	1	1,278.56	\$ 1,278.56	0	\$ -	\$ -	1	1,278.56	\$ 1,278.56
0067	F&I Weed Barrier Geotextile	SY	25	4.26	\$ 106.50	0	\$ -	\$ -	25	4.26	\$ 106.50
0068	F&I Bullet Edging	LF	70	3.20	\$ 224.00	0	\$ -	\$ -	70	3.20	\$ 224.00
0069	Traffic Control - Type 2	LS	1	19,224.58	\$ 19,224.58	0	\$ -	\$ -	1	19,224.58	\$ 19,224.58
0070	Topsoil - Strip and Spread	SY	13,350	1.95	\$ 26,032.50	0	\$ -	\$ -	13,350	1.95	\$ 26,032.50
0071	Inspection Trench	CY	5,000	4.13	\$ 20,650.00	-2724	\$ -	\$ (11,250.12)	2,276	4.13	\$ 9,399.88
0072	Fill - Import	CY	8,500	9.30	\$ 79,050.00	-582	\$ -	\$ (5,412.60)	7,918	9.30	\$ 73,637.40
0073	F&I Floodwall - Structural Concrete	CY	132	750.06	\$ 99,007.92	0	\$ -	\$ -	132	750.06	\$ 99,007.92
0074	F&I Floodwall - Reinf Bars	LB	18,469	1.09	\$ 20,131.21	1425	\$ -	\$ 1,553.25	19,894	1.09	\$ 21,684.46

WP-42H.2 - El Zagal Area Flood Risk Mgmt - Phase 2											
ITEM	DESCRIPTION	UNIT	Current Budget (Thru CO #5)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0075	F&I Floodwall - Safety Cap	LF	56	97.04	\$ 5,434.24	-4	\$ -	\$ (388.16)	52	97.04	\$ 5,046.08
0076	F&I Floodwall - Removable	SF	282	174.33	\$ 49,161.06	0	\$ -	\$ -	282	174.33	\$ 49,161.06
0077	Seeding Type B	SY	13,350	0.15	\$ 2,002.50	0	\$ -	\$ -	13,350	0.15	\$ 2,002.50
0078	Mulching Type 1 - Hydro	SY	8,800	0.37	\$ 3,256.00	0	\$ -	\$ -	8,800	0.37	\$ 3,256.00
0079	Weed Control Type B	SY	13,350	0.06	\$ 801.00	0	\$ -	\$ -	13,350	0.06	\$ 801.00
0080	Temp Construction Entrance	EA	3	1,975.00	\$ 5,925.00	-1	\$ -	\$ (1,975.00)	2	1,975.00	\$ 3,950.00
0081	Silt Fence - Standard	LF	2,126	1.76	\$ 3,741.76	237	\$ -	\$ 417.12	2,363	1.76	\$ 4,158.88
0082	Sediment Control Log 6" to 8" Dia	LF	150	2.40	\$ 360.00	213	\$ -	\$ 511.20	363	2.40	\$ 871.20
0083	Inlet Protection - New Inlet	EA	6	213.09	\$ 1,278.54	0	\$ -	\$ -	6	213.09	\$ 1,278.54
0084	Inlet Protection - Existing Inlet	EA	6	191.79	\$ 1,150.74	1	\$ -	\$ 191.79	7	191.79	\$ 1,342.53
0085	F&I Erosion Control Blanket Type 3	SY	4,535	1.60	\$ 7,256.00	0	\$ -	\$ -	4,535	1.60	\$ 7,256.00
0086	Concrete Washout Area	EA	1	611.83	\$ 611.83	0	\$ -	\$ -	1	611.83	\$ 611.83
0087	Storm Water Management	LS	1	2,490.01	\$ 2,490.01	0	\$ -	\$ -	1	2,490.01	\$ 2,490.01
0088	Additional Asbestos Abatement	LS	1	26,997.30	\$ 26,997.30	0	\$ -	\$ -	1	26,997.30	\$ 26,997.30
0089	Plugged Sanitary Gravity Line	LS	1	2,068.82	\$ 2,068.82	0	\$ -	\$ -	1	2,068.82	\$ 2,068.82
0090	Tree Removal	LS	1	2,950.00	\$ 2,950.00	0	\$ -	\$ -	1	2,950.00	\$ 2,950.00
0091	Storm Manhole Repair	LS	1	18,025.25	\$ 18,025.25	0	\$ -	\$ -	1	18,025.25	\$ 18,025.25
0092	Standby Time Due to Lift Station/Forcemain Problem	LS	1	11,524.13	\$ 11,524.13	0	\$ -	\$ -	1	11,524.13	\$ 11,524.13
0093	Floodwall Pier Caps	LS	1	\$ 6,166.29	\$ 6,166.29	0	\$ -	\$ -	1	6,166.29	6,166.29
0094	Sidwalk Tree Removal	LS	1	\$ 735.00	\$ 735.00	0	\$ -	\$ -	1	735.00	735.00
0095	Storm Inlet Structure Casting	LS	1	\$ 449.92	\$ 449.92	0	\$ -	\$ -	1	449.92	449.92
0096	Property Drainage Adjustment	LS	1	\$ 2,050.00	\$ 2,050.00	0	\$ -	\$ -	1	2,050.00	2,050.00
0097	F&I Additional Stop Sign	LS	1	\$ 420.50	\$ 420.50	0	\$ -	\$ -	1	420.50	420.50
0098	Removable Floodwall Claim	LS	1	\$ 14,181.14	\$ 14,181.14	0	\$ -	\$ -	1	14,181.14	14,181.14
WP-42H.2 - TOTAL AMOUNT			CURRENT BUDGET		\$ 1,601,366.99	NET CHANGE		\$ (1,720.78)	NEW BUDGET		\$ 1,599,646.21