

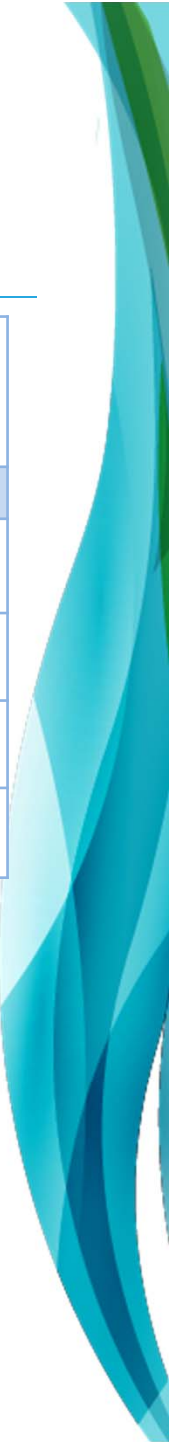


Contracting Actions

July 2019

DA Board Approval Contract Actions (Recommendation)

Description	Company	Budget Estimate (\$)
<i>Task Orders – Diversion Authority</i>		
None to report this period		



Co-Executive Director Approved Contract Actions (Information)

Description	Company	Budget Estimate (\$)
<i>Task Orders – Diversion Authority</i>		
Task Order 25 Amendment 3 – Hydrology and Hydraulic Modeling	HMG	\$146,562
Task Order 30, Amendment 1 – Property Structure Mitigation (Design, Bidding and SDC)	HMG	\$0

Executive Director Contracting Recommendation

Date: 06/18/2019

RECOMMENDATION FOR ACTION:

The following Contact Action(s) have been prepared for Co-Executive Director review and action.

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adapted by the Diversion Authority on Nov 10, 2016, and amended August 23, 2018, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Co-Executive Directors for review and action. The PMC has prepared the following Contract Action(s):

Houston-Moore Group

Task Order 25, Amendment 3 – Hydrology and Hydraulic Modeling **\$146,561.58**

- Add additional budget for Phase 9 Model Update subtask
- Add additional budget for NDSU Agricultural Impact Study Support subtask

BACKGROUND:

The project alignment has changed as a result of the Plan B recommendations of the Governor’s Task Force working group. The scope of work for this task order is to incorporate those changes into the Phase 9 model, conduct model runs and analyses, and prepare a technical memorandum documenting the model changes. It also includes continued support the NDSU Agricultural Study.

Due to the iterative nature of modeling work, additional services were required to complete the modeling evaluations and mapping. Also, additional support services are requested to update the Agricultural Impacts Study. This amendment adds additional budget to Subtask 2.A Phase 9 Model Update and Subtask 2.B NDSU Agricultural Impact Study Support.

The following table for a summary of the Task Order contracting actions.

Original Agreement or Amendment	Budget Change	Revised Project Cost	Project Start	Project Completion	Comments
Task Order 25 Amendment 0	\$0	\$261,784	01-Apr-18	31-Dec-18	Add scope and budget for Phase 9 modeling tasks and budget for continued support of the NDSU Ag Study.
Task Order 25 Amendment 1	\$147,658	\$409,406	01-Apr-18	31-Dec-18	Add additional scope and budget for Phase 9 H&H modeling tasks.
Task Order 25 Amendment 2	\$194,816	\$604,222	01-Apr-18	31-Dec-19	Add additional scope and budget for Phase 9 H&H modeling tasks and extend POP to December 31, 2019.
Task Order 25 Amendment 3	\$146,561.58	\$750,783.58	01-Apr-18	31-Dec-19	Add additional budget for Phase 9 H&H modeling and NDSU Ag Study Support subtasks.

Financial Considerations:

Amendment 3 to Task Order No. 25 adds additional budget to Subtasks 2.A and 2.B because additional services are required to complete the scoped work. This task order is billed on a time and materials basis, and only incurred costs are invoiced. The detailed draft task order scope is attached.

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

1. Subtask 2.A: Phase 9 Model Update
 - a. For this amendment, HMG is requesting additional budget to complete evaluations of the flood duration and borrow ditch size, Eastern Tieback levee, Diversion Channel drain inlets, and floodplain mapping of existing conditions and with-project conditions, and the Staging Area Floodway and Operating Pool.
 - b. This work has been completed, and this amendment will close-out this subtask.
 - c. HMG's cost proposal for additional subtask 2.A work is \$131,439.58 and includes approximately 770 hours of professional services at an hourly rate of approximately \$185 per hour.
2. Subtask 2.B: NDSU Agricultural Impact Study Support
 - a. NDSU is updating the Agricultural Impact Study to include Plan B project changes, and they require updated data from the updated H&H model.
 - b. For this amendment, HMG is requesting additional budget to:
 - i. provide hydraulic analysis and data extraction for 10-, 25-, 50-, 100-, 500-yr, and "1997 like" flood events,
 - ii. extract flood inundation and duration stage hydrographs for rivers and storage areas, and
 - iii. produce summary tables, maps, and GIS files for the Agricultural Impact Study.
 - c. HMG's cost proposal for additional subtask 2.B work is \$15,122.00 and includes 78 hours of professional services at an hourly rate of approximately \$195 per hour.

The subtask budget changes for Amendment 3 are listed in the table below.

TO25 Budgets by Subtask:

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Phase 9 Model Updates	594,086	131,439.58	725,525.58
B. NDSU Agricultural Impact Study Support	10,136	15,122.00	25,258.00
TOTAL	604,222	146,561.58	750,783.58

The PMC prepared this task order amendment, and feels the information is accurate, complete, and ready for Co-Executive Director review.

ATTACHMENT(S):

1. Draft Task Order 25, Amendment 3
2. HMG cost proposal dated June 13, 2019

Prepared by: Program Management Consultant

John W. Glatzmaier

 John Glatzmaier, P.E.

Jacobs

June 18, 2019

Date

Submitted by: Co-Executive Directors

Michael J. Redlinger Fargo Assistant City Administrator
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<i>Concur: June 19, 2019</i>	<i>Non-Concur:</i>
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Robert W. Wilson Cass County Administrator

<i>Concur: June 19, 2019</i>	<i>Non-Concur</i>
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Cc: Technical Advisory Group

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

Houston-Moore Group, LLC

Task Order No. 25, Amendment 23

FMDA Purchase Order No. 199799

Hydrology And Hydraulic Modeling

In accordance with the Master Agreement for Professional Services between Fargo-Moorhead Flood Diversion Authority ("Owner") and Houston-Moore Group, LLC (HMG) ("Engineer"), dated May 1, 2017 ("Agreement"), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between prior versions of this Task Order No. 25 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Project Information

A. Title: Hydrology and Hydraulic Modeling

B. Description:

1. HMG has provided hydrology and hydraulic modeling services under Task Order 9 from 2012 until the present. Task Order 9 is 100 percent complete, final invoice #1617 dated May 7, 2018 has been received, and Task Order will be closed. Additional hydrology and hydraulic services will be performed under Task Order 25.
2. Provide hydrology and hydraulic modeling services to advance design components of the Fargo-Moorhead Diversion Project. Specific modeling subtasks are described below under task 2, Services of the Engineer.

2. Services of Engineer

A. Phase 9 Model Updates

1. Southern Embankment and Associated Infrastructure (SEAI) Phase 9 Geometry Updates

- i. As part of the Phase 9 modeling, prepare an update to the HEC-RAS hydraulic model to incorporate geometry changes to the project that were part of the Plan B recommendations.
- ii. Include updates for the revised Southern Embankment alignment, Wild Rice River Structure, Red River Structure.
- iii. Evaluate the Connecting Channel and conduct a culvert survey inventory for the new project area between the Western Tieback and County Road 17.

1. Utilize a 2D modeling mesh for the area one mile upstream of the Diversion Inlet Structure to evaluate the size of the channel, and incorporate it into the Phase 9 unsteady flow model.

iv. Document changes made to the Phase 9 model in the technical memorandum.

2. Diversion Channel and Associated Infrastructure (DCAI) Phase 9 Geometry Updates

- i. As part of the Phase 9 modeling, prepare an update to the HEC-RAS hydraulic model to incorporate geometry changes to the DCAI since the previous model update.

- ii. Include updates to inlets into the Diversion Channel as identified in the P3 RFP TRs. Diversion inlets will be sized to not exceed a one-tenth of a foot increase for areas west of the Diversion Channel for events through the 100-year flood event.
 - iii. Add the 32nd and 52nd Ave South bridges.
 - iv. Document changes made to the Phase 9 model in the technical memorandum.
3. With-Project Phase 9 Model Run Updates
- i. Conduct HEC-RAS hydraulic model runs of the Phase 9 with-project geometry for the following flood events:
 - a. Red River Peak 10, 20, 25, 35, 50, 100, and 500-year events.
 - b. Tributary Peak 10, 25, 50, 100 and 500-year events.
 - c. Verify duration impacts, and make subsequent updates.
 - d. Conduct floodplain mapping for these events, except for the 20 and 35 year events.
 - e. Evaluate the Staging Area flood duration impacts including modifications to:
 - 1. borrow ditches parallel to the Southern Embankment,
 - 2. Southern Embankment road crossings at Cass County Road 16, Cass County Road 81, Clay County Road 59, 140th Ave South in Clay County, Clay County Road 2 and the Wolverton Creek crossing,
 - 3. Connecting Channel between the Diversion Inlet Structure and the Wild Rice River,
 - 4. and the weir structures along the Borrow Ditch located at (a) between the Wild Rice River and Interstate 29, and (b) west of the Wild Rice River near 173rd Ave SE.
 - ii. Document model run results in the technical memorandum.
4. Existing Conditions Phase 9 Model Run Updates
- i. Conduct HEC-RAS hydraulic model runs of the Phase 9 existing conditions geometry for the following flood events:
 - a. Generate HEC-RAS hydraulic model for the Red River Peak 20-year flood event and the Tributary Peak 25-year flood event (both not currently developed).
 - b. Evaluate the Tributary Peak hydrographs, and make any revisions after comparing to the Red River Peak POR hydrographs.
 - c. If necessary, re-run other existing conditions models if with-project model parameters warrant a change in the existing conditions geometry (for example, new culvert inventory, updates to storage area connection parameters).
 - d. Conduct floodplain mapping for the updated events, except for the 20 and 35 year events.
 - ii. Document model run results in the technical memorandum.
5. Phase 9 Extreme Event Analysis
- i. Using the Phase 9 HEC-RAS model, evaluate the Inflow Design Event (IDF) and the Probable Maximum Flood (PMF) events, including the Western Tieback length and elevations, Interstate 29 road raise and bridge crossing, Eastern Tieback location, length and elevation.
 - ii. Conduct sensitivity model runs to evaluate PMF elevations.
 - iii. Document findings in the technical memorandum.

6. Phase 9 Staging Area Floodway Analysis
 - i. Using the Phase 9 HEC-RAS model, conduct analyses to determine the Project's Operating Pool boundary based on the Red River Peak 100-year and 500-year flood events, previously defined as the CLOMR Floodway boundary.
 - ii. Document findings in the technical memorandum.
 7. Phase 9 Quality Assurance / Quality Control (QA/QC)
 - i. Conduct a QA/QC review of the Phase 9 unsteady HEC-RAS model.
 - a. Document the review findings and recommendations in Technical Memorandum.
 - b. Incorporate QA/QC recommendations into the HEC-RAS model.
 8. Phase 9 Technical Memorandum
 - i. Prepare a technical memorandum that describes the Phase 9 modeling changes, the Phase 9 Period of Record (POR), and hydrographs used in the Phase 9 model.
 - ii. Deliverables:
 - a. Draft unsteady HEC-RAS input and output model files and mapping.
 - b. Draft technical memorandum.
 - c. Final unsteady HEC-RAS input and output model files and mapping.
 - d. Final technical memorandum.
 - B. North Dakota State University (NDSU) Agricultural Impact Study Support
 1. Background: Modeling, mapping, and data is needed to support the NDSU agriculture impacts study.
 - i. Upon written request from the Diversion Authority or PMC, continue to coordinate with and support NDSU staff on data needs.
 - ii. Provide tabular and mapped data as requested.
3. Owner's Responsibilities
Owner shall have those responsibilities set forth in the Agreement.
4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. Phase 9 Model Updates	April 1, 2018	December 31, 2019
B. NDSU Agricultural Impact Study Support	April 1, 2018	December 31, 2019

5. Payments to Engineer

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

- I. Compensation for services in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.
- II. The total compensation for services identified under the Task Order is not-to-exceed the amount as defined in the table below.
 - 1. Engineer will notify Owner when eighty percent (80%) of a subtask budget is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of a subtask budget is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of a subtask budget without Owner’s authorization by an amendment to this Task Order.

Subtask (Work Order #)	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Phase 9 Model Updates	SW-1040	594,086 399,270	131,439.58 194,816	725,525.58 594,086
B. NDSU Agricultural Impact Study Support	SW-1040	10,136	15,122.00 0	25,258.00 10,136
TOTAL		604,224 409,406	146,561.58 194,816	750,783.58 604,224

B. The terms of payment are set forth in Paragraph 15 of the Agreement.

C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments:

A. None

9. Documents Incorporated By Reference:

- A. HMG cost proposal dated May 9, 2018.
- B. HMG cost proposal dated September 4, 2018
- C. HMG cost proposal dated January 16, 2019.
- ~~C.D. HMG cost proposal dated June 13, 2019.~~

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

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

ENGINEER:

Houston-Moore Group, LLC

Signature _____ Date _____

Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Michael J. Redlinger

Name

Co-Executive Director, Diversion Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Nathan Boerboom

Name

Diversion Authority Project Manager, City of Fargo

Title

225 4th Street North
Fargo, ND 58102

Address

nboerboom@cityoffargo.com

E-Mail Address

(701) 476-6743

Phone

Fax

Executive Director Contracting Recommendation

Date: 06/18/2019

RECOMMENDATION FOR ACTION:

The Co-Executive Directors have reviewed and recommended approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner’s Program Management Consultant (PMC) or Engineer of Record (EOR) is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Co-Executive Directors for review and action.

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

Houston-Moore Group, LLC

Task Order 30, Amendment 1 - Property Structure Mitigation (Design, Bidding, and SDC)

\$0

- No cost subtask budget reallocation

BACKGROUND AND DISCUSSION:

The Diversion Authority owns or will be purchasing properties for the Fargo-Moorhead Diversion Project (Project) with structures and other features that require mitigation (relocation, demolition, or structural modifications). Houston-Moore Group, LLC (HMG) has a MSA with the Diversion Authority to provide Engineering services for the Project.

Under Subtask 2.A Design additional services were required to evaluate design options, but fewer services were required to complete Subtask 2.B Bidding. This task order amendment reallocates budget from Subtask 2.B Bidding to Subtask 2.A Design.

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

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget (\$) Change	Original or Revised Budget	Agreement Execution Date	Project Completion	Comments
Task Order 30 Amendment 0		\$107,000	26-Nov-18	31-Dec-19	Scope and budget for WP-50A.
Task Order 30 Amendment 1	\$0	\$107,000	26-Nov-18	31-Dec-19	No cost subtask budget reallocation.

FINANCIAL CONSIDERATIONS:

Task Order No. 30, Amendment 1, reallocates budget from Subtask 2.B Bidding to Subtask 2.A Design. The detailed draft task order scope is attached.

HMG provided the attached budget proposal, and the PMC has reviewed it. This is a time and materials task order, and only services performed are invoiced and paid. Below is a summary of the review.

1. Subtask 2.A: WP-50A Design Services
 - a. This subtask includes preparation of structural mitigation (removal or demolition) plans and technical specifications for properties included in WP-50A, including utility identification and removal, identification of structures to be relocated or demolished in place, permitting, and site restoration. Work includes preparation of 90 percent plans and specifications for review, a cost estimate, and final bid document plans and specifications.
 - b. HMG required an additional \$4,239 to complete services under this subtask. Additional services included design evaluations for a water well enclosure with electrical and plumbing services. At an average labor rate of \$195 per hour, this is approximately 22 hours of design services.
 - c. Services for this subtask have been completed and the subtask will be closed.
2. Subtask 2.B: WP-50A Bidding Services
 - a. This subtask includes bidder request for information (RFI) evaluations and responses, preparation of addenda to the bidding documents, attend the pre-bid meeting and bid opening, support the bid evaluation, and prepare a construction plan set.
 - b. HMG's effort to complete services under this subtask were less than estimated. They did not attend the bid opening and the effort to evaluate and respond to bidder RFIs and prepare addendum changes was less than anticipated.
 - c. Services for this subtask have been completed and the subtask will be closed.
 - d. This subtask has surplus budget, and it is recommended that \$4,239 of this budget be reallocated to Subtask 2.A to balance that subtask budget.

The subtask budget changes for this amendment are listed in the table below.

Budgets by Subtasks:

Subtask	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. WP-50A Design		32,000	4,239	36,239
B. WP-50A Bidding		7,000	(4,239)	2,761
C. WP-50A SDC		61,000	0	61,000
D. WP-50A Project Management		7,000	0	7,000
TOTAL		107,000	0	107,000

The PMC prepared this task order, and feels the information is accurate, complete, and ready for Co-Executive Director review.

ATTACHMENT(S):

1. Draft Task Order 30 Amendment 1
2. HMG cost proposal for Task Order 30 Amendment 1

Prepared by: Program Management Consultant

John W. Glatzmaier

 John Glatzmaier, P.E.

Jacobs

June 18, 2019

Date

Submitted by: Co-Executive Directors

Michael J. Redlinger Fargo Assistant City Administrator
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<i>Concur: June 19, 2019</i>	<i>Non-Concur:</i>
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Robert W. Wilson Cass County Administrator

<i>Concur: June 19, 2019</i>	<i>Non-Concur</i>
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Cc: Technical Advisory Group

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

Houston-Moore Group, LLC

Task Order No. 30, Amendment 01

FMDA Purchase Order No. 203587

Property Structure Mitigation - Design, Bidding, and Services During Construction

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

The parties agree that in the event of a conflict between prior versions of this Task Order No. 30 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: **Property Structure Mitigation - Design, Bidding, and Services During Construction**
- B. Description: The scope of services for this task order includes performing design, bidding support, and services during construction for property mitigation projects.
- C. Background: The Owner owns or will be purchasing properties for the Fargo-Moorhead Diversion Project (Project) with structures and other features that require mitigation (relocation, demolition, or structural modifications). This task order provides design, bidding, and services during construction for identified property mitigations within an Owner designated Work Package (WP).
 - i. Work Packages under this task order will start with the designation "WP-50A" and will increase sequentially (i.e. WP-50A, WP-50B, etc.) as they are authorized by the Owner or Owner's Representative.
 - ii. The Engineer will review each assigned WP and provide a cost proposal for the services requested under that WP. Owner will then review and authorize services under that WP.
- D. Work Packages authorized under this task order: Provide services as specified under paragraphs 2.A, 2.B, 2.C, and 2.D for structures and features located on the following properties in Cass County, North Dakota and Clay County, Minnesota.
 - i. WP-50A: Property Mitigations – Phase 50A:
 - a. 2368 173rd Ave SE, Cass County, North Dakota OIN: 1220
 - b. 17474 52nd St S, Cass County, North Dakota OIN: 1889, 1890, 2182
 - c. 16657 38th St SE, Cass County, North Dakota OIN: 9748
 - d. 2351 173rd Ave SE, Cass County, North Dakota OIN: 1222
 - e. 5021 171st Ave SE, Cass County, North Dakota OIN: 1955
 - f. 17568 Pfiffer Dr, Cass County, North Dakota OIN: 9387
 - g. 17471 49th Street SE, Cass County, North Dakota OIN: 9403
 - h. 17465 49th Street SE, Cass County, North Dakota OIN: 9411
 - i. 16678 3rd St S, Clay County, Minnesota OIN: 1802

2. Services of Engineer

A. Design Services

- i. General: Develop structural mitigation (removal or demolition) plans and technical specifications for properties included in specific Work Packages under this task order. Include utility identification and removal, identification of structures to be relocated or demolished in place, permitting, and required site restoration. Identify utilities to be cut, capped, and removed.
 - a. 90 Percent Design Submittal: prepare 90 percent plans and specifications and submit for review by the Diversion Authority and PMC review teams.
 - b. Cost Estimate: prepare cost estimate for the project based on the 90 percent submittal documents.
 - c. Bid Document Development: incorporate 90 percent review comments into the design documents and submit 100% plans and specification bid documents and update cost estimate.

B. Bidding Services

- i. General: Provide the following Services During Bidding (SDB) for projects designed by HMG and authorized by the Owner or Owner's Representative.
 - a. Respond to bidder inquiries forwarded by Owner's Representative during advertisement period and prepare addenda as necessary to provide a clear, biddable set of solicitation documents.
 - b. Attend and participate in pre-bid meetings and site visits.
 - c. Attend bid openings and, if requested, assist in evaluation of bids.
 - d. Incorporate addenda into the plans and technical specifications to create a set of "For Construction" Documents.

C. Services During Construction (SDC)

- i. General: Provide the following Services During Construction (SDC) for projects designed by HMG and authorized by the Owner or Owner's Representative.
 - a. Fulfill the duties of Engineer in accordance with the specific requirements of the Contract Documents for each project. Follow project documentation requirements provided by the PMC.
 - b. Comply with Owner's and Contractor's safety plans.
 - c. Provide Quality Assurance Managers and/or Project Engineers to perform general field observation and manage the specific inspections to be performed by third party materials testing firm, and other specialty inspection agents as needed.
 - 1) Validate results of tests and inspections, oversee retesting or other actions needed to reconcile deficiencies.
 - 2) Maintain a log for each type of test conducted.
 - 3) Prepare Daily Reports and submit to Owner's Representative.
 - 4) Prepare Weekly Reports for each project documenting the work performed by Contractor, Quality Assurance activities performed, and current issues and challenges.
 - d. Review shop drawings.
 - e. Respond to Requests for Information and other construction communication provided by the Owner's Representative.

- f. When requested, lead development, scoping, and coordinate Contractor pricing of Change Orders or other modifications that affect the design or function of the Project, and provide drafts to PMC for review and approval recommendation to Owner.
- g. Assist Owner's Representative with determination of monthly pay application quantities.
- h. Identify issues on a punch list for the Contractor to resolve. Upon completion of punch list items, coordinate a final inspection. Document each inspection.

D. Project Management

- i. General: Provide the following Project Management services for projects designed by HMG and authorized by the Owner or Owner's Representative.
 - a. Provide project management, including monthly status reports and invoicing to PMC, on Engineer's task activity.
 - b. Participate in regular and periodic meetings or teleconferences with contractors, the Owner's Representative, Owner, and USACE.
 - c. Deliverables: Monthly status reports and invoices.

3. Owner's Responsibilities

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

4. Times for Rendering Services

<u>Compliance Observation</u>	<u>Start Time</u>	<u>Completion Time</u>
A. WP-50A: Property Mitigations	November 26, 2018	December 31, 2019

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:
 - I. Compensation for services in accordance with the Standard Hourly Rates shown in Paragraph 14 of the Agreement.
 - II. The total compensation for services identified under the Task Order is not-to-exceed the amount as defined in the table below.
 - 1. Engineer will notify Owner when eighty percent (80%) of a subtask budget is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of a subtask budget is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of a subtask budget without Owner's authorization by an amendment to this Task Order.

Compliance Observation	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. WP-50A Design		32,000	4,239	36,239
B. WP-50A Bidding		7,000	(4,239)	2,761
C. WP-50A SDC		61,000	0	61,000
D. WP-50A Project Management		7,000	0	7,000

Compliance Observation	Activity ID	Current Budget (\$)	Change (\$)	Revised Budget (\$)
TOTAL		107,000	<u>0</u>	<u>107,000</u>

- B. The terms of payment are set forth in Paragraph 15 of the Agreement.
 - C. When invoicing work, Engineer shall note the Activity ID (shown in table above) associated with each invoiced activity.
6. Consultants:
 - A. None
 7. Other Modifications to Agreement: None
 8. Attachments: None
 9. Documents Incorporated By Reference:
 - A. Engineer's cost proposal for WP-50A Property Mitigations.

DRAFT

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

The Effective Date of this Task Order is November 26, 2018.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature Date
Jeffry J. Volk

Name

Signature Date
Michael J. Redlinger

Name

President

Title

Co-Executive Director

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Nathan Boerboom

Name

Sr. Project Manager

Title
925 10th Avenue East

West Fargo, ND 58078

Address

Diversion Authority Project Manager, City of Fargo

Title
225 4th Street North

Fargo, ND 58102

Address

cgthielman@houstoneng.com

E-Mail Address

nboerboom@cityoffargo.com

E-Mail Address

(701) 237-5065

Phone

(701) 476-6743

Phone

Fax

Fax

CCJWRD Approved Contract Actions (Information)

Description	Company	Budget Estimate (\$)
<i>Task Orders – Cass County Joint Water Resource District (CCJWRD)</i>		
TO1-A2 Appraisal Package #3	Compass Land Consultants	\$-192.50
TO1-A1 Appraisal Package #8	GEB	\$3,500.00
TO2-A1 Appraisal package #10	Patchen Messner	\$1000.00



Compass Land Consultants, Inc.

Task Order No. 1 – Amendment 2

Property Appraisal Services

In accordance with the Master Agreement for Professional Services between Cass County Joint Water Resource District (CCJWRD) ("Owner") and Compass Land Consultants, Inc. ("Consultant"), dated March 14, 2019 ("Agreement"), Owner and Consultant agree as follows:

The parties agree that in the event of a conflict between prior versions of property appraisal services task orders and this Task Order 1 - Amendment 2, the terms and conditions in this Task Order shall prevail, provided however, nothing herein shall preclude Consultant from invoicing for work authorized under prior acquisition services task orders and performed prior to effective date of this Task Order, even to the extent such prior work was revised by this Task Order. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Description

a. Summary of Property Appraisal Services

Provide appraisal services for the acquisition of property rights to facilitate the construction and operation of the Fargo-Moorhead Area Flood Diversion Project (Project). The purpose of the appraisal is to estimate the market value of the subject property to provide an estimate of Just Compensation. The necessary property rights require the services of qualified appraisers to facilitate the purchase of the following property rights: agricultural land, transitional development land, temporary construction easements, residential properties, non-residential properties including garages, barns, grain bins, other farm buildings, and commercial properties. Initial appraisals will be for fee simple of all interests, other than temporary construction easements. In addition, it will be necessary to determine the value of a permanent right of way easements over the impacted property. Appraisal services may be required to support eminent domain preparation for litigation, depositions and testimony in such proceedings over the valuation of property rights.

b. Background

The Fargo-Moorhead Area Flood Diversion Project (Project) is being planned and designed to provide flood risk reduction for the Fargo, ND and Moorhead, MN metropolitan and surrounding area. As a member entity of the FM Flood Diversion Authority, the Owner is responsible for the acquisition of the right-of-way needed for the part of the Project situated in ND. To facilitate the acquisition of the required property, CCJWRD has retained the services of professional

appraisers who are skilled in the valuation of the required property rights in North Dakota. Owner has contracted with several independent land acquisition firms who have the responsibility to use appraised values to negotiate the acquisition of property. In addition, the FM Flood Diversion Authority has retained Jacobs, along with sub-consultant AE2S, to serve as the Program Manager for the Project. Specific property acquisition responsibilities will be directed by the Program Manager through this Task Order. Consultant will be required to coordinate with land acquisition firms and Program Manager to successfully complete property appraisal services. Consultant shall conduct timely data and status updates to the Program Manager and provide regular communication with the land acquisition firms who are assigned to the properties that are included in this appraisal package. CCJWRD will utilize the services of Legal Counsel for eminent domain proceedings if the negotiation with the property owner does not result in mutually agreeable compensation for the property rights required for the Project, at which time Consultant will support these proceedings.

2. Services of Consultant

a. Property Appraisal Deliverables

Appraisal reports shall be addressed to:

Dan Jacobson, Chair
Cass County Joint Water Resource District
1201 Main Avenue West
West Fargo, ND 58078

Consultant shall produce and submit appraisal reports to the Program Manager assigned review appraiser and the Project Manager.

Program Manager assigned review appraiser:

John Albrecht John.Albrecht@Jacobs.com (651) 238-8010

Project Manager:

Dean Vetter Dean.Vetter@AE2S.com (701) 353-9484

The review appraiser will review the appraisal reports for content, consistency, credibility, and compliance with Uniform Standards of Professional Appraisal Practice (USPAP) and North Dakota Century Code (NDCC). Consultant's schedule shall assume no more than three (3) appraisal reports are submitted to the review appraiser and Real Estate Program Coordinator per week.

Upon completion of the appraisal report review, the review appraiser will either:

- a. Notify Consultant when each appraisal report is accepted.

OR

- b. Notify Consultant to make any necessary adjustments to the appraisal report, finalize the appraisal report, and resubmit a revised appraisal report.

For appraisal reviews, Consultant shall assume that the review time for the initial appraisal report submitted for review from the Appraisal Package in this Task Order will be five (5) business days. For subsequent appraisal reports from the Appraisal Package in this Task Order, the appraisal review time is expected to be three (3) business days, or less, assuming the subsequent appraisal reports are consistent with the content of the previously submitted appraisal report(s) and the subsequent appraisal reports incorporate the edits suggested through the initial appraisal report review process.

Consultant shall submit an electronic version of each appraisal report. Consultant shall use the following file naming convention when submitting each appraisal report:

OIN # Owner's Last Name Appraisal Report MM.DD.YY

(MM.DD.YY is the Appraisal Valuation Date)

File Naming Examples:

- OIN 510 Wilson Appraisal Report 04.05.19
- OIN 2137 9214 Lamar Signs Appraisal Report 04.16.19
- OIN 2376 2377 2378 Johnson Trust Appraisal Report 12.07.19

Appraisal reports shall include the information and detail of the parcel as requested in the Appraisal Services Statement of Work, which is attached in Exhibit B.

At a minimum, each appraisal report shall include the following:

- Identification of the larger parcel.
- Credible analysis of reasonableness for tracts with interim highest and best use.
- Reporting of before and after values for partial takings.
- A separate appraisal report for each of the different tracts of property within the appraisal package, unless the larger parcel includes more than one tract of property that is owned by the same entity
- Notation of contributory value for each structure of an improved tract.
- The report shall include the following:
 - Picture(s) of the property by location
 - Site map for each location
 - Valuation summary
- Appraisal services shall comply with all provisions of the USPAP, as well as all provisions of local, state, and federal applicable laws, ordinances, and regulations. Consultant shall maintain licensure commensurate with the valuation being sought, and consistent with the jurisdiction in which the subject property is located. The licensees should be free of sanctions in reciprocating jurisdictions.

b. Support of Eminent Domain Proceedings

In the event that Owner is unable to negotiate mutually agreeable acquisition of the property rights required for the Project, Consultant will be required to provide support of eminent domain proceedings. Owner will select Legal Counsel to represent them in eminent domain proceedings.

Consultant shall engage in litigation support services as directed by Owner's Legal Counsel and communicate directly with Owner's Legal Counsel during the preparation for litigation, depositions and during the testimony in such proceedings.

Specific services requested of Consultant by the Owner to support eminent domain proceedings will be paid following paragraph 13.B – Hourly Rates of the Agreement. The Hourly Rates are attached in Exhibit C.

c. Project Management

Consultant shall provide a single person that shall be identified as the Appraisal Services Project Manager (Project Manager). Project Manager will be responsible for coordinating all appraisal activities, including keeping the project on-schedule and supporting eminent domain proceedings. The Project Manager will work directly with Owner and Program Manager to coordinate the work to be completed, time schedule, cost allowance, and deliverables. When supporting eminent domain proceedings, Project Manager shall ensure resources are available to provide preparation for litigation, depositions and testimony in such proceedings.

Consultant shall produce and provide a weekly progress report to demonstrate their work completed and anticipated work scheduled. The weekly progress reports will be used to track and report progress against the proposed schedule for each Appraisal Package.

CCJWRD or its Program Manager will identify the priority of the appraisals to be completed. The Consultant shall provide appraisal services in accordance with the Master Agreement for Professional Services and this Task Order.

3. Owner's Responsibility

- a. Owner shall have those responsibilities as set forth the Master Agreement for Professional Services between Owner and Consultant.
- b. Owner or Program Manager shall provide the Consultant the Land Acquisition Firm and/or Land Acquisition Agent contact information. Consultant shall coordinate with assigned land acquisition firm or assigned land acquisition agent to ensure that the property owner has been contacted prior to the Consultant's initial property inspection.

4. Times for Rendering Services

Consultant shall perform the services in this Task Order in accordance with the following overall schedule and the detailed schedule in Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule.

General Schedule

- Task Order Start Date March 14, 2019
- Completion Date for Property Appraisal Deliverables June 25, 2019

Schedule Notes

- Max allowable duration for Appraisal Package 3 is 103 calendar days.
- Task Order Completion Time may be extended to support eminent domain proceedings.
- Certificate of Survey for each parcel identified in Exhibit A, no less than fourteen (14) calendar days prior to the Planned Appraisal Submission Date provided by Consultant in Exhibit A. Prior to receipt of the Certificate of Survey, Consultant shall base its appraisal report on the GIS Parcel Exhibit included in Exhibit D.
 - It is expected that any differences between the GIS Parcel Exhibits and the Certificate of Survey will be minor, and not impact the appraisal assignment.
 - In the event that differences between the GIS Parcel Exhibit and the Certificate of Survey cause scope of the appraisal assignment to change, Consultant and Owner may negotiate a mutually agreeable schedule and compensation adjustment.

5. Payments to Consultant

- a. Owner shall pay Consultant for services rendered as detailed in the table shown in Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule.
 - i. The total compensation for services identified under the Task Order is not to exceed the amount as defined Exhibit A, unless an appraisal report is eligible for payment bonus.
 - ii. Payment bonus determination for each appraisal report will be made by comparison of the Planned Acceptance and Actual Acceptance dates. If the Actual Acceptance date for each appraisal report is seven (7) or more business days prior to the Planned Acceptance date for the appraisal report, the Appraiser shall be awarded a five percent (5%) payment bonus of the fee amount for that appraisal report. If the appraisal review process requires more than two (2) submissions of an appraisal report for a single OIN # or group of OINs, as determined by the review appraiser, the Appraiser is not eligible for the bonus on that report.
 - iii. The appraisal report will not be considered complete until the Review Appraiser notifies the Appraiser when each appraisal report is accepted.
- b. Consultant will notify Owner when 80 percent of the budget is expended. Consultant also will prepare and submit a request for additional compensation when 90 percent of budget is expended or confirm to Owner that this Task Order can be completed for the remaining budget.
- c. Consultant will not perform work beyond 100 percent of the budget for Task Order 1, without Owner's authorization by an amendment to this Task Order.
- d. Specific services requested of Consultant by the Owner to support eminent domain proceedings will be paid following paragraph 13.B – Hourly Rates of the Agreement. The Hourly Rates are attached in Exhibit C.
- e. The terms of payment are set forth in the Master Agreement for Professional Services.

6. Modifications to the Master Agreement for Professional Services

- a. No additions or modifications.

7. Exhibits

- a. Exhibit A – Appraisal Package and Appraisal Completion and Fee Schedule
- b. Exhibit B – Appraisal Services Statement of Work
- c. Exhibit C – Hourly Fee and Expenses Schedule
- d. Exhibit D – GIS Parcel Exhibits

8. Documents Incorporated by Reference

- a. Master Agreement for Professional Services between Owner and Consultant, dated March 14, 2019
- b. Property Rights Acquisition and Mitigation Plan located on the FM Diversion Website:
<https://fmdiversion.com/full-property-rights-acquisition-plan/>

9. Terms and Conditions

- a. Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Master Agreement for Professional Services, dated March 14, 2019 (and as modified above). Master Agreement for Professional Services is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

10. Effective Date

- a. Effective Date of this Task Order is March 14, 2019.

11. Approval

Consultant

Compass Land Consultants, Inc.

Signature

William M. Steigerwaldt

Name

7/1/19

Date

Owner

Cass County Joint Water Resource District

Signature

Dan Jacobson

Name

6-27-19

Date

Designated Representative or Task Order

William M. Steigerwaldt

Name

Partner

Title

9559 Bolger Lake Road
Minocqua, WI 54548

Address

bill@compasslandconsultants.com

Email

715-358-2600

Phone

Designated Representative or Task Order

Dean K. Vetter

Name

Project Manager

Title

3170 43rd Street South
Fargo, ND 58104

Address

Dean.Vetter@AE2S.com

Email

(701) 364-9111

Phone

Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule

Appraisal Package 3 COMPASS T01 Amend 2

Max allowable duration for Appraisal Package 3 is 103 calendar days. The duration starts the day that the CCMRD approves the Task Order, which is anticipated to be March 14, 2019. Appraiser shall input pricing and dates on all highlighted columns.

#	OIN#	Parcel Type	Current Owner	PIN	Fee	Potential Bonus (5%)	Planned Appraisal Submission Date (1)	Actual Appraisal Submission Date (2)	Planned Appraisal Acceptance Date (3)	Actual Appraisal Acceptance Date (4)	Bonus Awarded (Yes or No) (5)
1	233	LAND	ORLEN J JR & KRISTINE M VALAN	15-0000-12654-003	\$ 3,000.00	150	05/24/19		05/31/19		
2	716	LAND	NANCY LOEBERG	53-0000-09122-010	\$ 3,000.00	150	05/31/19		06/07/19		
3	717	LAND	DAVID HOUKOM	53-0000-09127-010	\$ 3,000.00	150	06/07/19		06/14/19		
4	720	LAND	THUNBERG LIVING TRUST ETAL	53-0000-09129-020	\$ 3,000.00	150	06/14/19		06/21/19		
5	722	LAND	BRUCE COSETTE	53-0000-09132-010	\$ 3,000.00	150	06/14/19		06/21/19		
	723	LAND	BRUCE R COSETTE	53-0000-09132-020	\$ 3,000.00	150					
6	724	LAND	JMID LEGACY INVESTMENTS LLP	53-0000-09177-000	\$ 3,000.00	150	05/24/19		05/31/19		
7	726	LAND	CATHERINE BAKKEN	53-0000-09180-010	\$ 3,000.00	150	05/17/19		05/24/19		
9	730	LAND	CATHERINE FURNBERG	53-0000-09180-040	\$ 3,000.00	150					
	728	LAND	JOAN THOMPSON FAMILY TRUST	53-0000-09180-020	\$ 3,000.00	150					
	729	LAND	JOAN THOMPSON FAMILY TRUST ETAL	53-0000-09180-030	\$ 3,000.00	150	05/17/19		05/24/19		
10a	1169	LAND	BRUCE C THUE LIVING TRUST ETAL	67-0000-12604-010	\$ 3,000.00	150	05/10/19		05/17/19		
10b	1200	LAND	BRUCE C THUE LIVING TRUST ETAL	67-0000-12718-000	\$ 3,000.00	150	05/10/19		05/17/19		
11	8678	RES (strip taking)	ALLEN & DAWN PRITCHARD	53-0000-09081-020	\$ 3,000.00	150	05/24/19		05/31/19		
12	9199	LAND	LISA LOEBERG ETAL	53-0000-09087-000	\$ 3,000.00	150	05/09/19		05/10/19		
13	9732	LAND	DAVID P HOUKOM	53-0000-09128-002	\$ 3,000.00	150	06/07/19		06/14/19		
14	9733	LAND	MAXINE E NELSON TRUST ETAL	53-0000-09124-000	\$ 3,000.00	150	06/07/19		06/14/19		
	9734	LAND	MAXINE E NELSON TRUST ETAL	53-0000-09123-010	\$ 3,000.00	150					
15	9735	LAND	KATHRYN E HECOCK TRUST ETAL	53-0000-09123-020	\$ 3,000.00	150	06/14/19		06/21/19		
	9736	LAND	CHARLES F COSTER REAL ESTATE TRUST ETAL	53-0000-09076-000	\$ 3,000.00	150	05/10/19		05/17/19		
	9737	LAND	CHARLES F COSTER REAL ESTATE TRUST ETAL	53-0000-09075-000	\$ 3,000.00	150					
17	9738	LAND	STEVE LOBERG	53-0000-09082-000	\$ 3,000.00	150	05/31/19		06/07/19		
18	9739	LAND	STEVE LOBERG	53-0000-09081-010	\$ 3,000.00	150	05/31/19		06/07/19		
19a	9462	RES	JDC BABES ADDITION LLC dba PAUL BUNYAN TREE SERVICE	57-0000-10213-000	\$ 2,807.50	NA	NA	NA	NA	NA	NA
	1893		JDC BABES ADDITION LLC	57-0000-10212-011							
	9417		JDC BABES ADDITION LLC	57-0650-00010-000	\$ 5,900.00	295	06/18/19		06/25/19		
	9419		JDC BABES ADDITION LLC	57-0650-00020-000							
	9420	COMM	dba PAUL BUNYAN TREE SERVICE	57-0650-00030-000							
	9422		dba PAUL BUNYAN TREE SERVICE	57-0650-00040-000							
	9670			57-0320-00050-000							
	9671			57-0320-00040-000							
20	Various	NA	Appraisal Consistency Work	NA	\$ 62,707.50	NA	NA	NA	NA	NA	NA

Notes:

- (1) Appraiser shall enter the Planned Appraisal Submission Date for each appraisal report.
- (2) For tracking purposes, the PMC (Review Appraiser) shall enter the Actual Appraisal Submission Date that each appraisal report is submitted for review.
- (3) Appraiser shall enter the Planned Appraisal Acceptance Date for each appraisal report. In preparing these dates, the Appraiser shall assume that no more than three (3) appraisal reports are submitted for review per week. In addition, the Appraiser shall assume that the review time for the initial appraisal report will take five (5) business days. For subsequent appraisal reports the appraisal review time is expected to be three (3) business days. The PMC (Review Appraiser) will review appraisal reports to meet the required content, consistency, credibility, and compliance with USPAP & INDCC.
- (4) For tracking purposes, the PMC (Review Appraiser) shall enter the Actual Appraisal Acceptance Date that each appraisal report is accepted. Reviews will be completed by a CCMRD assigned Review Appraiser. The PMC (Review Appraiser) will notify the Appraiser when each appraisal report is accepted or if the Appraiser will need to make any necessary adjustments to the appraisal report.
- (5) Bonus Payment determination will be made by comparison of the Planned and Actual Appraisal Acceptance dates. If the Actual Appraisal Acceptance Date for each appraisal report is seven (7) or more business days prior to the Planned Appraisal Acceptance Date for the appraisal report, the Appraiser shall be awarded a five percent (5%) Bonus Payment for that appraisal report. If the review process requires submission of more than two (2) submissions of an appraisal report for a single OIN # or group of OINs, as determined by the PMC (Review Appraiser), the Appraiser is not eligible for the Bonus Payment on that report.



GE Bock Real Estate, LLC

Task Order No. 1 – Amendment 1

Property Appraisal Services

In accordance with the Master Agreement for Professional Services between Cass County Joint Water Resource District (CCJWRD) ("Owner") and GE Bock Real Estate, LLC ("Consultant"), dated March 14, 2019 ("Agreement"), Owner and Consultant agree as follows:

The parties agree that in the event of a conflict between prior versions of property appraisal services task orders and this Task Order 1 - Amendment 1, the terms and conditions in this Task Order shall prevail, provided however, nothing herein shall preclude Consultant from invoicing for work authorized under prior acquisition services task orders and performed prior to effective date of this Task Order, even to the extent such prior work was revised by this Task Order. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Description

a. Summary of Property Appraisal Services

Provide appraisal services for the acquisition of property rights to facilitate the construction and operation of the Fargo-Moorhead Area Flood Diversion Project (Project). The purpose of the appraisal is to estimate the market value of the subject property to provide an estimate of Just Compensation. The necessary property rights require the services of qualified appraisers to facilitate the purchase of the following property rights: agricultural land, transitional development land, temporary construction easements, residential properties, non-residential properties including garages, barns, grain bins, other farm buildings, and commercial properties. Initial appraisals will be for fee simple of all interests, other than temporary construction easements. In addition, it will be necessary to determine the value of a permanent right of way easements over the impacted property. Appraisal services may be required to support eminent domain preparation for litigation, depositions and testimony in such proceedings over the valuation of property rights.

b. Background

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appraisers who are skilled in the valuation of the required property rights in North Dakota. Owner has contracted with several independent land acquisition firms who have the responsibility to use appraised values to negotiate the acquisition of property. In addition, the FM Flood Diversion Authority has retained Jacobs, along with sub-consultant AE2S, to serve as the Program Manager for the Project. Specific property acquisition responsibilities will be directed by the Program Manager through this Task Order. Consultant will be required to coordinate with land acquisition firms and Program Manager to successfully complete property appraisal services. Consultant shall conduct timely data and status updates to the Program Manager and provide regular communication with the land acquisition firms who are assigned to the properties that are included in this appraisal package. CCJWRD will utilize the services of Legal Counsel for eminent domain proceedings if the negotiation with the property owner does not result in mutually agreeable compensation for the property rights required for the Project, at which time Consultant will support these proceedings.

2. Services of Consultant

a. Property Appraisal Deliverables

Appraisal reports shall be addressed to:

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Cass County Joint Water Resource District
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West Fargo, ND 58078

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Program Manager assigned review appraiser:

John Albrecht John.Albrecht@Jacobs.com (651) 238-8010

Project Manager:

Dean Vetter Dean.Vetter@AE2S.com (701) 353-9484

The review appraiser will review the appraisal reports for content, consistency, credibility, and compliance with Uniform Standards of Professional Appraisal Practice (USPAP) and North Dakota Century Code (NDCC). Consultant's schedule shall assume no more than three (3) appraisal reports are submitted to the review appraiser and Real Estate Program Coordinator per week.

Upon completion of the appraisal report review, the review appraiser will either:

- a. Notify Consultant when each appraisal report is accepted.

OR

- b. Notify Consultant to make any necessary adjustments to the appraisal report, finalize the appraisal report, and resubmit a revised appraisal report.

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Consultant shall submit an electronic version of each appraisal report. Consultant shall use the following file naming convention when submitting each appraisal report:

OIN # Owner's Last Name Appraisal Report MM.DD.YY

(MM.DD.YY is the Appraisal Valuation Date)

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- OIN 2376 2377 2378 Johnson Trust Appraisal Report 12.07.19

Appraisal reports shall include the information and detail of the parcel as requested in the Appraisal Services Statement of Work, which is attached in Exhibit B.

At a minimum, each appraisal report shall include the following:

- Identification of the larger parcel.
- Credible analysis of reasonableness for tracts with interim highest and best use.
- Reporting of before and after values for partial takings.
- A separate appraisal report for each of the different tracts of property within the appraisal package, unless the larger parcel includes more than one tract of property that is owned by the same entity
- Notation of contributory value for each structure of an improved tract.
- The report shall include the following:
 - Picture(s) of the property by location
 - Site map for each location
 - Valuation summary
- Appraisal services shall comply with all provisions of the USPAP, as well as all provisions of local, state, and federal applicable laws, ordinances, and regulations. Consultant shall maintain licensure commensurate with the valuation being sought, and consistent with the jurisdiction in which the subject property is located. The licensees should be free of sanctions in reciprocating jurisdictions.

b. Support of Eminent Domain Proceedings

In the event that Owner is unable to negotiate mutually agreeable acquisition of the property rights required for the Project, Consultant will be required to provide support of eminent domain proceedings. Owner will select Legal Counsel to represent them in eminent domain proceedings.

Consultant shall engage in litigation support services as directed by Owner's Legal Counsel and communicate directly with Owner's Legal Counsel during the preparation for litigation, depositions and during the testimony in such proceedings.

Specific services requested of Consultant by the Owner to support eminent domain proceedings will be paid following paragraph 13.B – Hourly Rates of the Agreement. The Hourly Rates are attached in Exhibit C.

c. Project Management

Consultant shall provide a single person that shall be identified as the Appraisal Services Project Manager (Project Manager). Project Manager will be responsible for coordinating all appraisal activities, including keeping the project on-schedule and supporting eminent domain proceedings. The Project Manager will work directly with Owner and Program Manager to coordinate the work to be completed, time schedule, cost allowance, and deliverables. When supporting eminent domain proceedings, Project Manager shall ensure resources are available to provide preparation for litigation, depositions and testimony in such proceedings.

Consultant shall produce and provide a weekly progress report to demonstrate their work completed and anticipated work scheduled. The weekly progress reports will be used to track and report progress against the proposed schedule for each Appraisal Package.

CCJWRD or its Program Manager will identify the priority of the appraisals to be completed. The Consultant shall provide appraisal services in accordance with the Master Agreement for Professional Services and this Task Order.

3. Owner's Responsibility

- a. Owner shall have those responsibilities as set forth the Master Agreement for Professional Services between Owner and Consultant.
- b. Owner or Program Manager shall provide the Consultant the Land Acquisition Firm and/or Land Acquisition Agent contact information. Consultant shall coordinate with assigned land acquisition firm or assigned land acquisition agent to ensure that the property owner has been contacted prior to the Consultant's initial property inspection.

4. Times for Rendering Services

Consultant shall perform the services in this Task Order in accordance with the following overall schedule and the detailed schedule in Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule.

General Schedule

- Task Order Start Date April 25, 2019
- Completion Date for Property Appraisal Deliverables September 12, 2019

Schedule Notes

- Max allowable duration for Appraisal Package 8 is 140 calendar days.
- Task Order Completion Time may be extended to support eminent domain proceedings.
- Certificate of Survey for each parcel identified in Exhibit A, no less than fourteen (14) calendar days prior to the Planned Appraisal Submission Date provided by Consultant in Exhibit A. Prior to receipt of the Certificate of Survey, Consultant shall base its appraisal report on the GIS Parcel Exhibit included in Exhibit D.
 - It is expected that any differences between the GIS Parcel Exhibits and the Certificate of Survey will be minor, and not impact the appraisal assignment.
 - In the event that differences between the GIS Parcel Exhibit and the Certificate of Survey cause scope of the appraisal assignment to change, Consultant and Owner may negotiate a mutually agreeable schedule and compensation adjustment.

5. Payments to Consultant

- a. Owner shall pay Consultant for services rendered as detailed in the table shown in Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule.
 - i. The total compensation for services identified under the Task Order is not to exceed the amount as defined Exhibit A, unless an appraisal report is eligible for payment bonus.
 - ii. Payment bonus determination for each appraisal report will be made by comparison of the Planned Acceptance and Actual Acceptance dates. If the Actual Acceptance date for each appraisal report is seven (7) or more business days prior to the Planned Acceptance date for the appraisal report, the Appraiser shall be awarded a five percent (5%) payment bonus of the fee amount for that appraisal report. If the appraisal review process requires more than two (2) submissions of an appraisal report for a single OIN # or group of OINs, as determined by the review appraiser, the Appraiser is not eligible for the bonus on that report.
 - iii. The appraisal report will not be considered complete until the Review Appraiser notifies the Appraiser when each appraisal report is accepted.
- b. Consultant will notify Owner when 80 percent of the budget is expended. Consultant also will prepare and submit a request for additional compensation when 90 percent of budget is expended or confirm to Owner that this Task Order can be completed for the remaining budget.
- c. Consultant will not perform work beyond 100 percent of the budget for Task Order 1, without Owner's authorization by an amendment to this Task Order.
- d. Specific services requested of Consultant by the Owner to support eminent domain proceedings will be paid following paragraph 13.B – Hourly Rates of the Agreement. The Hourly Rates are attached in Exhibit C.
- e. The terms of payment are set forth in the Master Agreement for Professional Services.

6. Modifications to the Master Agreement for Professional Services

- a. No additions or modifications.

7. Exhibits

- a. Exhibit A – Appraisal Package and Appraisal Completion and Fee Schedule
- b. Exhibit B – Appraisal Services Statement of Work
- c. Exhibit C – Hourly Fee and Expenses Schedule
- d. Exhibit D – GIS Parcel Exhibits

8. Documents Incorporated by Reference

- a. Master Agreement for Professional Services between Owner and Consultant, dated March 14, 2019
- b. Property Rights Acquisition and Mitigation Plan located on the FM Diversion Website:
<https://fmdiversion.com/full-property-rights-acquisition-plan/>

9. Terms and Conditions

- a. Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Master Agreement for Professional Services, dated March 14, 2019 (and as modified above). Master Agreement for Professional Services is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

10. Effective Date

- a. Effective Date of this Task Order is April 25, 2019.

11. Approval

Consultant

GE Bock Real Estate, LLC

Gary Bock
Signature

Gerald (Gary) E. Bock
Name

7-2-2019
Date

Designated Representative or Task Order

Gerald (Gary) E. Bock
Name

Certified General Real Property Appraiser
Title

110 37th Avenue South
Moorhead, MN 56560
Address

gebappraisals@gmail.com
Email

(701) 238-5245
Phone

Owner

Cass County Joint Water Resource District

Dean Vetter
Signature

Dean Jacobson
Name

6-27-19
Date

Designated Representative or Task Order

Dean K. Vetter
Name

Project Manager
Title

3170 43rd Street South
Fargo, ND 58104
Address

Dean.Vetter@AE2S.com
Email

(701) 364-9111
Phone

Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule

Appraisal Package 8 GEB TO1 Amend 1

Max allowable duration for Appraisal Package 8 is 140 calendar days. The duration starts the day that the CCWRD approves the Task Order, which is anticipated to be April 25, 2019. Appraiser shall input pricing and dates on all highlighted columns.

#	OIN#	Parcel Type	Current Owner	PIN	Fee	Potential Bonus (5%)	Planned Appraisal Submission Date (1)	Actual Appraisal Submission Date (2)	Planned Appraisal Acceptance Date (3)	Actual Appraisal Acceptance Date (4)	Bonus Awarded (Yes or No) (5)	COMMENT
1	7004	RES	BRIAN POTTER	57-0000-10335-090	\$ 3,500	\$ 175	5/24/2019		5/31/2019			APPRAISE FULL TAKE
2	831	RES	JOHN LOFFELMACHER	57-0000-10245-010	\$ 3,500	\$ 175	5/31/2019		6/7/2019			APPRAISE FULL TAKE
3	1100 1102	1100 - LAND 1102 - LAND & RES	PAULETTE RHEAULT LE	64-0000-02750-000 64-0000-02751-020	\$ 7,000	\$ 350	6/7/2019		6/14/2019			APPRAISE FULL TAKE
4	1128	RES	CODY SKVTLAND	64-0000-02954-000	\$ 3,500	\$ 175	06/14/19		06/21/19			APPRAISE FULL TAKE
11	9162 9163 9164 9165	RES & LAND	LANCIE FREIER	57-0590-00020-000 57-0590-00010-000 57-0590-00040-000 57-0590-00030-000	\$ 3,500	\$ 175	06/21/19		06/28/19			APPRAISE FULL TAKE
6	1131	RES	JON & TARA BULTEMA	64-0000-02957-000	\$ 3,500		06/28/19		07/12/19			APPRAISE FULL TAKE
7	1251	RES	LINDA GREER	22-006-0700	\$ 3,500		07/12/19		07/19/19			APPRAISE FULL TAKE
8	1550	RES & 15.37 acres surrounding homestead	KEN BERGH	02-0000-00322-000	\$ 3,500		07/19/19		07/26/19			APPRAISE FULL TAKE OF HOME & OUTBUILDINGS and surrounding 15.37 acres per survey doc
9a	1847	RES	MICHAEL & CAROLYN HANDLOS	15.017.2101	\$ 3,500		07/26/19		08/02/19			APPRAISE FULL TAKE
9b	254	RES	DAVID & LINDA WAGENMANN	15.008.2301	\$ 3,500		07/26/19		08/02/19			APPRAISE FULL TAKE
10	1906	RES	PETTE SABO (JAMES P SABO)	57-0000-10271-000	\$ 3,500		08/02/19		08/09/19			APPRAISE FULL TAKE
12	9231	COM & LAND	TYLER & KIM RUPP	57-0000-10368-020	\$ 3,500	\$ 175	08/16/19		08/23/19			APPRAISE FULL TAKE, BREAKOUT FUTURES RELATED TO CELL TOWER
13	9232	RES	TYLER & KIM RUPP	57-0000-10368-030	\$ 3,500	\$ 175	08/23/19		08/30/19			APPRAISE FULL TAKE
14	9383	RES	JEREMY HOLCK	57-0500-00030-000	\$ 3,500	\$ 175	08/30/19		09/06/19			APPRAISE FULL TAKE

COST PROPOSAL FOR APPRAISAL PACKAGE \$ 52,500

- Notes:
- (1) Appraiser shall enter the Planned Appraisal Submission Date for each appraisal report.
 - (2) For tracking purposes, the PMC (Review Appraiser) shall enter the Actual Appraisal Submission Date that each appraisal report is submitted for review.
 - (3) Appraiser shall enter the Planned Appraisal Acceptance Date for each appraisal report. In preparing these dates, the Appraiser shall assume that no more than three (3) appraisal reports are submitted for review per week. In addition, the Appraiser shall assume that the review time for the initial appraisal report will take five (5) business days. For subsequent appraisal reports the appraisal review time is expected to be three (3) business days. The PMC (Review Appraiser) will review appraisal reports to meet the required content, consistency, credibility, and compliance with USPAP & NDOC.
 - (4) For tracking purposes, the PMC (Review Appraiser) shall enter the Actual Appraisal Acceptance Date that each appraisal report is accepted. Reviews will be completed by a CCWRD assigned Review Appraiser. The PMC (Review Appraiser) will notify the Appraiser when each appraisal report is accepted or if the Appraiser will need to make any necessary adjustments to the appraisal report.
 - (5) Bonus Payment determination will be made by comparison of the Planned and Actual Appraisal Acceptance dates. If the Actual Appraisal Acceptance Date for each appraisal report is seven (7) or more business days prior to the Planned Appraisal Acceptance Date for the appraisal report, the Appraiser shall be awarded a five percent (5%) Bonus Payment of the fee amount for that appraisal report. If the review process requires submission of more than two (2) submissions of an appraisal report for a single OIN # or group of OINs, as determined by the PMC (Review Appraiser), the Appraiser is not eligible for the Bonus Payment on that report.



Patchin Messner Valuation Counselors

Task Order No. 2 – Amendment 1

Property Appraisal Services

In accordance with the Master Agreement for Professional Services between Cass County Joint Water Resource District (CCJWRD) ("Owner") and Patchin Messner Valuation Counselors ("Consultant"), dated March 14, 2019 ("Agreement"), Owner and Consultant agree as follows:

The parties agree that in the event of a conflict between prior versions of property appraisal services task orders and this Task Order 2 - Amendment 1, the terms and conditions in this Task Order shall prevail, provided however, nothing herein shall preclude Consultant from invoicing for work authorized under prior acquisition services task orders and performed prior to effective date of this Task Order, even to the extent such prior work was revised by this Task Order. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Description

a. Summary of Property Appraisal Services

Provide appraisal services for the acquisition of property rights to facilitate the construction and operation of the Fargo-Moorhead Area Flood Diversion Project (Project). The purpose of the appraisal is to estimate the market value of the subject property to provide an estimate of Just Compensation. The necessary property rights require the services of qualified appraisers to facilitate the purchase of the following property rights: agricultural land, transitional development land, temporary construction easements, residential properties, non-residential properties including garages, barns, grain bins, other farm buildings, and commercial properties. Initial appraisals will be for fee simple of all interests, other than temporary construction easements. In addition, it will be necessary to determine the value of a permanent right of way easements over the impacted property. Appraisal services may be required to support eminent domain preparation for litigation, depositions and testimony in such proceedings over the valuation of property rights.

b. Background

The Fargo-Moorhead Area Flood Diversion Project (Project) is being planned and designed to provide flood risk reduction for the Fargo, ND and Moorhead, MN metropolitan and surrounding area. As a member entity of the FM Flood Diversion Authority, the Owner is responsible for the acquisition of the right-of-way needed for the part of the Project situated in ND. To facilitate the acquisition of the required property, CCJWRD has retained the services of professional

appraisers who are skilled in the valuation of the required property rights in North Dakota. Owner has contracted with several independent land acquisition firms who have the responsibility to use appraised values to negotiate the acquisition of property. In addition, the FM Flood Diversion Authority has retained Jacobs, along with sub-consultant AE2S, to serve as the Program Manager for the Project. Specific property acquisition responsibilities will be directed by the Program Manager through this Task Order. Consultant will be required to coordinate with land acquisition firms and Program Manager to successfully complete property appraisal services. Consultant shall conduct timely data and status updates to the Program Manager and provide regular communication with the land acquisition firms who are assigned to the properties that are included in this appraisal package. CCJWRD will utilize the services of Legal Counsel for eminent domain proceedings if the negotiation with the property owner does not result in mutually agreeable compensation for the property rights required for the Project, at which time Consultant will support these proceedings.

2. Services of Consultant

a. Property Appraisal Deliverables

Appraisal reports shall be addressed to:

Dan Jacobson, Chair
Cass County Joint Water Resource District
1201 Main Avenue West
West Fargo, ND 58078

Consultant shall produce and submit appraisal reports to the Program Manager assigned review appraiser and the Project Manager.

Program Manager assigned review appraiser:

John Albrecht John.Albrecht@Jacobs.com (651) 238-8010

Project Manager:

Dean Vetter Dean.Vetter@AE2S.com (701) 353-9484

The review appraiser will review the appraisal reports for content, consistency, credibility, and compliance with Uniform Standards of Professional Appraisal Practice (USPAP) and North Dakota Century Code (NDCC). Consultant's schedule shall assume no more than three (3) appraisal reports are submitted to the review appraiser and Real Estate Program Coordinator per week.

Upon completion of the appraisal report review, the review appraiser will either:

- a. Notify Consultant when each appraisal report is accepted.

OR

- b. Notify Consultant to make any necessary adjustments to the appraisal report, finalize the appraisal report, and resubmit a revised appraisal report.

For appraisal reviews, Consultant shall assume that the review time for the initial appraisal report submitted for review from the Appraisal Package in this Task Order will be five (5) business days. For subsequent appraisal reports from the Appraisal Package in this Task Order, the appraisal review time is expected to be three (3) business days, or less, assuming the subsequent appraisal reports are consistent with the content of the previously submitted appraisal report(s) and the subsequent appraisal reports incorporate the edits suggested through the initial appraisal report review process.

Consultant shall submit an electronic version of each appraisal report. Consultant shall use the following file naming convention when submitting each appraisal report:

OIN # Owner's Last Name Appraisal Report MM.DD.YY

(MM.DD.YY is the Appraisal Valuation Date)

File Naming Examples:

- OIN 510 Wilson Appraisal Report 04.05.19
- OIN 2137 9214 Lamar Signs Appraisal Report 04.16.19
- OIN 2376 2377 2378 Johnson Trust Appraisal Report 12.07.19

Appraisal reports shall include the information and detail of the parcel as requested in the Appraisal Services Statement of Work, which is attached in Exhibit B.

At a minimum, each appraisal report shall include the following:

- Identification of the larger parcel.
- Credible analysis of reasonableness for tracts with interim highest and best use.
- Reporting of before and after values for partial takings.
- A separate appraisal report for each of the different tracts of property within the appraisal package, unless the larger parcel includes more than one tract of property that is owned by the same entity
- Notation of contributory value for each structure of an improved tract.
- The report shall include the following:
 - Picture(s) of the property by location
 - Site map for each location
 - Valuation summary
- Appraisal services shall comply with all provisions of the USPAP, as well as all provisions of local, state, and federal applicable laws, ordinances, and regulations. Consultant shall maintain licensure commensurate with the valuation being sought, and consistent with the jurisdiction in which the subject property is located. The licensees should be free of sanctions in reciprocating jurisdictions.

b. Support of Eminent Domain Proceedings

In the event that Owner is unable to negotiate mutually agreeable acquisition of the property rights required for the Project, Consultant will be required to provide support of eminent domain proceedings. Owner will select Legal Counsel to represent them in eminent domain proceedings.

Consultant shall engage in litigation support services as directed by Owner's Legal Counsel and communicate directly with Owner's Legal Counsel during the preparation for litigation, depositions and during the testimony in such proceedings.

Specific services requested of Consultant by the Owner to support eminent domain proceedings will be paid following paragraph 13.B – Hourly Rates of the Agreement. The Hourly Rates are attached in Exhibit C.

c. Project Management

Consultant shall provide a single person that shall be identified as the Appraisal Services Project Manager (Project Manager). Project Manager will be responsible for coordinating all appraisal activities, including keeping the project on-schedule and supporting eminent domain proceedings. The Project Manager will work directly with Owner and Program Manager to coordinate the work to be completed, time schedule, cost allowance, and deliverables. When supporting eminent domain proceedings, Project Manager shall ensure resources are available to provide preparation for litigation, depositions and testimony in such proceedings.

Consultant shall produce and provide a weekly progress report to demonstrate their work completed and anticipated work scheduled. The weekly progress reports will be used to track and report progress against the proposed schedule for each Appraisal Package.

CCJWRD or its Program Manager will identify the priority of the appraisals to be completed. The Consultant shall provide appraisal services in accordance with the Master Agreement for Professional Services and this Task Order.

3. Owner's Responsibility

- a. Owner shall have those responsibilities as set forth the Master Agreement for Professional Services between Owner and Consultant.
- b. Owner or Program Manager shall provide the Consultant the Land Acquisition Firm and/or Land Acquisition Agent contact information. Consultant shall coordinate with assigned land acquisition firm or assigned land acquisition agent to ensure that the property owner has been contacted prior to the Consultant's initial property inspection.

4. Times for Rendering Services

Consultant shall perform the services in this Task Order in accordance with the following overall schedule and the detailed schedule in Exhibit A – Appraisal Package with Appraisal Completion and Fee Schedule.

General Schedule

- | | |
|---|--------------------|
| • Task Order Start Date | April 25, 2019 |
| • Completion Date for Property Appraisal Deliverables | September 12, 2019 |

7. Exhibits

- a. Exhibit A – Appraisal Package and Appraisal Completion and Fee Schedule
- b. Exhibit B – Appraisal Services Statement of Work
- c. Exhibit C – Hourly Fee and Expenses Schedule
- d. Exhibit D – GIS Parcel Exhibits

8. Documents Incorporated by Reference

- a. Master Agreement for Professional Services between Owner and Consultant, dated March 14, 2019
- b. Property Rights Acquisition and Mitigation Plan located on the FM Diversion Website:
<https://fmdiversion.com/full-property-rights-acquisition-plan/>

9. Terms and Conditions

- a. Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Master Agreement for Professional Services, dated March 14, 2019 (and as modified above). Master Agreement for Professional Services is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

10. Effective Date

- a. Effective Date of this Task Order is April 25, 2019.

11. Approval

Consultant

Patchin Messner Valuation Counselors

Jason L. Messner
Signature

Jason L. Messner
Name

7/1/19
Date

Owner

Cass County Joint Water Resource District

Dean K. Vetter
Signature

Dean Jacobson
Name

6-27-19
Date

Designated Representative or Task Order

Jason L. Messner
Name

President
Title

13961 West Preserve Boulevard
Burnsville, MN 55337
Address

messner@valuationcounselors.net
Email

(952) 895-1205
Phone

Designated Representative or Task Order

Dean K. Vetter
Name

Project Manager
Title

3170 43rd Street South
Fargo, ND 58104
Address

Dean.Vetter@AE2S.com
Email

(701) 364-9111
Phone

Appraisal Package 10 Patchin Messner TO2 Amend1

Max allowable duration for Appraisal Package 10 is 140 calendar days.
 The duration starts the day that the CCWRD approves the Task Order, which is anticipated to be April 25, 2019.
 Appraiser shall input pricing and dates on all highlighted columns.

#	OIN#	Parcel Type	Current Owner	PIN	Fee	Potential Bonus (5%)	Planned Appraisal Submission Date (1)	Actual Appraisal Submission Date (2)	Planned Appraisal Acceptance Date (3)	Actual Appraisal Acceptance Date (4)	Bonus Awarded (Yes or No) (5)	COMMENT
1	249	LAND	SCOTT BLUIE	15.006.4700	\$ 5,500	\$ 275	07/11/19		08/01/19			PARTIAL TAKE on acres needed for project based on prelim design (FT & TCE GIS acres) shown on the Parcel Exhibit. Prelim COS will not be provided.
2	257	LAND	SCOTT BLUIE	15.008.4000	\$ 4,500	\$ 225	07/18/19		08/08/19			PARTIAL TAKE on acres needed for project based on prelim design (FT & TCE GIS acres) shown on the Parcel Exhibit. Prelim COS will not be provided.
3	256	LAND	CLAY & PAUJA HESTDALEN	15.008.2570	\$ 3,500	\$ 175	07/18/19		08/08/19			APPRaise FULL TAKE
4	1075	LAND	KIRK COSSETTE	64-0000-02480-110	\$ 3,500	\$ 175	07/18/19		08/08/19			APPRaise FULL TAKE
5	5000 5001	LAND	JASON SJOSTROM	64-0000-02480-100 64-0000-02480-120	\$ 6,500	\$ 325	07/25/19		08/15/19			BEFORE AND AFTER APPRAISAL
6	26 31 1082	LAND	CONTRACTORS LEASING	01-3511-00360-000 01-3514-00070-000 64-0000-02520-000	\$ 6,500	\$ 325	07/25/19		08/15/19			APPRaise FULL TAKE
7	809 830 1883	LAND	KAREN OFFUTT	57-0000-10208-000 57-0000-10245-000 57-0000-10209-000	\$ 6,500	\$ 325	08/01/19		08/22/19			APPRaise FULL TAKE 7 & 8 are family related parcels
8	846 9348	LAND	LARRY BRANDT TRUST	57-0000-10286-020 57-0000-10207-000	\$ 6,500	\$ 325	08/08/19		08/29/19			APPRaise FULL TAKE 7 & 8 are family related parcels
12	1777 1869	LAND	RAY KVALVOG	15-030.1800 15-030.1600	\$ 3,500	\$ 175	08/08/19		08/29/19			APPRaise FULL TAKE
13	9400	LAND	RAY KVALVOG	57-0000-10204-003	\$ 3,500	\$ 175	08/08/19		08/29/19			APPRaise FULL TAKE
9	818	LAND	LAWRENCE & SUSAN RICHARD	57-0000-10236-040	\$ 3,500	\$ 175	08/15/19		09/05/19			APPRaise only the tillable acres on this parcel as shown on the Parcel Exhibit. Do NOT include Grain Bin Site in this Appraisal 9 & 10 are family related parcels
10	1915 1917 1943 1945	LAND	LAWRENCE & SUSAN RICHARD	57-0000-10275-000 57-0000-10278-000 57-0000-10305-000 57-0000-10308-000	\$ 6,500	\$ 325	08/15/19		09/05/19			APPRaise FULL TAKE 9 & 10 are family related parcels
11	1094	LAND	JAYME RHEAULT	64-0000-02710-021	\$ 3,500	\$ 175	08/22/19		09/12/19			APPRaise FULL TAKE
					COST PROPOSAL FOR APPRAISAL PACKAGE	\$ 63,500						

- Notes:
- (1) Appraiser shall enter the Planned Appraisal Submission Date for each appraisal report.
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 - (5) Bonus Payment determination will be made by comparison of the Planned and Actual Appraisal Acceptance dates. If the Actual Appraisal Acceptance Date for each appraisal report is seven (7) or more business days prior to the Planned Appraisal Acceptance Date for the appraisal report, the Appraiser shall be awarded a five percent (5%) Bonus Payment of the fee amount for that appraisal report. If the review process requires submission of more than two (2) submissions of an appraisal report for a single OIN # or group of OINs, as determined by the PMC (Review Appraiser), the Appraiser is not eligible for the Bonus Payment on that report.