

MEETING: Board of Directors

DATE AND TIME: August 17, 2026 @ 2:00pm CST

LOCATION: Virtual Meeting via Zoom (link on bottom of agenda)

1. Call to Order & Roll Call
2. **Approval of Agenda**
3. **Consideration of Bid Award on Biota Water Treatment Plant Contract 1, Site Development, Wet Well, Excavation and Construction Phase Services**
4. Adjourn

Bold = Action Item

Join Zoom Meeting

<https://us06web.zoom.us/j/86151637285?pwd=iwbqbpYGnAoH5tun8Lg6bthd0cracC.1>

Meeting ID: 861 5163 7285

Passcode: 331480

One tap mobile

+16513728299,,86151637285#

August 14, 2026

Garrison Diversion Conservancy District
Red River Valley Water Supply Project
Eastern North Dakota Alternate Water Supply Project
BWTP Site and Access Development & Wet Well Excavation
Task Orders 2550, Contract 1

BV Project 423038
BV File 55.0000

Mr. Duane DeKrey
General Manager
PO Box 140
Carrington, ND 58421

Dear Mr. DeKrey:

This letter provides the bid results and a recommendation of award for the ENDAWS Biota Water Treatment Plant Site and Access Development & Wet Well Excavation, Contract 1 project to Martin Construction, Inc. (Martin) of Dickinson, North Dakota.

Garrison Diversion Conservancy District held a bid opening at its Carrington office on August 6, 2026, at 4 p.m. local time. A total of six bids were received for the contract; all bids were opened and read aloud. The bid results are as follows:

Table 1 – Bid Tabulation Summary

Contractor	Contract 1 Total of Bid
Veit & Company, Inc., Rogers, MN	\$27,064,302.00
R.J. Zavoral & Sons, Inc., East Grand Forks, MN	\$24,662,565.50
Knife River Materials, Bemidji, MN	\$20,951,722.50
Park Construction Company, Minneapolis, MN	\$20,829,555.25
Martin Construction, Inc., Dickinson, ND	\$20,355,043.02
Prospect Construction, Inc., Missoula, MT	\$25,983,777.00
Engineer's Cost Opinion*	\$20,217,506.00

*Engineer's Cost Opinion rounded to nearest dollar amount.

Table 2 – Contract 1 Bid Price Evaluation Summary

Contractor	Total of Bid	Comparison to Engineer's Estimate
Veit & Company, Inc., Rogers, MN	\$27,064,302	+\$6,846,796: +33.9%
R.J. Zavoral & Sons, Inc., East Grand Forks, MN	\$24,662,566	+\$4,445,059: +22.0%
Knife River Materials, Bemidji, MN	\$20,951,723	+\$734,216: +3.6%
Park Construction Company, Minneapolis, MN	\$20,829,555	+\$612,049: +3.0%
Martin Construction, Inc., Dickinson, ND	\$20,355,043	+\$137,537: +0.7%
Prospect Construction, Inc., Missoula, MT	\$25,983,777	+\$5,766,271: +28.5%
Engineer's Cost Opinion	\$20,217,506	--

For Contract 1, Martin Construction, Inc. of Dickinson, North Dakota submitted the apparent low bid. Park Construction Company of Minneapolis, MN submitted the apparent second low bid.

EVALUATION OF THE APPARENT LOW BIDDER'S BID

The engineer's opinion of probable construction cost (cost opinion) for the Project prepared by Black & Veatch for the Total Bid for Contract 1 was \$20,217,506. All six of the bidders had a higher Bid than Black & Veatch's cost opinion. There was a \$137,537 or 0.7 percent difference between the apparent low bid and Black & Veatch's cost opinion. The cost opinion was \$494,601 or 2.4 percent lower than the average of the three lowest bids received.

As shown in Tables 1 and 2, the three low bids are closely grouped. Bidders were given 24 hours to withdrawal a bid due to a substantiated error, with return of the bid security. Garrison Diversion nor the Engineer received such notice.

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

Martin submitted the required contractor qualification package. Based on the information provided, Martin appears qualified to perform the heavy earthmoving work required for this project. Its project references include county and NDDOT projects of a similar nature. Owners and engineering consultants contacted as references reported that Martin completed comparable work satisfactorily, with no issues noted.

In Part II, Section A – Legal Considerations, Martin answered “yes” to questions regarding claims against the company and claims made by the company against a project owner. Martin later clarified that the responses were marked in error. The matter involved a 2023 project on which Martin was a subcontractor and had a payment dispute with the prime contractor for less than \$500,000; the project owner was not involved.

Part II, Section B notes that Martin's North Dakota Workers' Compensation Insurance experience modification rate exceeded 1.0 in 2025 and 2026. Martin attributed the elevated rate to two work-related incidents in 2024 and has provided specific information related to updates to its safety plan to address similar incidents. Martin's experience modification rate was below 1.0 for 2021 through 2023. It was also noted that their experience rating peaked in 2025 and decreased in 2026.

For the contractor-designed ground support system, Martin Construction, Inc. indicated that this work would be performed by a subcontractor, Condon-Johnson & Associates, Inc. (CJA). CJA provided five (5) reference projects with the bid and an additional reference project during bid evaluation. Reference projects were for work on deep ground support systems of varying sizes. The design team reached reference contacts for all six projects and overall references were satisfied with the work of CJA. We therefore recommend that Condon-Johnson & Associates, Inc. be accepted as the contractor-designed ground support system subcontractor for this project.

SUMMARY AND RECOMMENDATION

Given the Engineer's review of the bids and review of the qualifications of both Martin Construction, Inc. and Condon-Johnson & Associates, Inc.; Black & Veatch recommends Garrison Diversion award Contract 1 to the low bidder, Martin Construction, Inc. in the amount of \$20,355,043.02.

The award of this Contract 1 is lower than the 2025-2027 Biennium Work Plan budget allocation but \$137,537 (0.7%) above the Engineer's cost opinion.

If you concur with Black & Veatch's recommendation, a Notice of Award will be prepared and forwarded for signature. In addition, conformed copies of the Contract Documents, including the Agreement and required bonds, will be prepared and forwarded to Martin for execution.

If you have any questions concerning this Recommendation of Award for the subject project, please contact us.

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

cc: Ms. Merri Mooridian, GD CD
Mr. Kip Kovar, GD CD
Mr. Paul Boersma, BV
File

Notice of Award

Date of Issuance:

Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 2550
Engineer: Black & Veatch	Engineer's Project No.: 423038
Project: ENDAWS Biota Water Treatment Plant Site and Access Development & Wet Well Construction	Contract Name: Contract 1
Bidder: Martin Construction Inc.	
Bidder's Address: 3685 116 th Ave SW, Dickinson, ND 58601	

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 6, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the ENDAWS Biota Water Treatment Plant Site and Access Development & Wet Well Construction, which includes construction of approximately 2.4 miles of gravel roadways, mass grading operations resulting in excavating and stockpiling around 576,000 cubic yards of earthen material, and delegated design and construction of an approximately 44-foot diameter by 100-foot-deep secant pile structure. The Work also includes site clearing, site restoration, roadway signage, erosion control, and all other Work specified or shown on the Drawings.

The Contract Price of the awarded Contract is Twenty Million Three Hundred Fifty-Five Thousand Forty-Three and 02/100 Dollars (\$20,355,043.02). The amount of the Unit Price Work is subject to adjustment. The extended prices are based on estimated quantities and payments will be made on actual quantities. Refer to General Conditions Paragraph 13.03, Instructions to Bidders Article 14, and Agreement Article 5 for information.

Electronic files with unexecuted counterparts of the Agreement will follow this Notice of Award under separate cover, and electronic pdf files of the Contract Documents were transmitted or made available to Bidder. Updated Issued for Construction documents will be provided to the Bidder after addenda and bidding documents are incorporated into the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to Owner the Contract Documents, fully executed by Bidder, leaving the date blank.
2. Deliver with the executed Contract Documents the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 15 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Garrison Diversion Conservancy District
Owner

By: _____
Duane DeKrey
Title: General Manager

cc: Kip Kovar, GDCCD
Kurt Ronnekamp, BV

Eastern North Dakota Alternate Water Supply Project
ENDAWS BWTP Site and Acces
Development & Wet Well Excavation
Task Order 2550, Contract 1

00 51 00
Notice of Award

Section 00 52 13

AGREEMENT

This Agreement is by and between Garrison Diversion Conservancy District ("Owner") and Martin Construction, Inc. ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

1.01. The name of the project is the Eastern North Dakota Water Supply Project, ENDAWS Biota Water Treatment Plant Site and Access Development & Wet Well Excavation, Task Order 2550, Contract 1.

1.02. The Project, of which the Work under the Contract Documents is a part, is generally described as installation of approximately 2.4 miles of gravel roadways, mass grading operations resulting in excavating and stockpiling around 576,000 cubic yards of earthen material, delegated design and construction of an approximately 44-foot diameter by 100-foot-deep secant pile structure. The Work also includes site clearing, site restoration, roadway signage, erosion control, and all other work specified or shown on the Drawings.

ARTICLE 2 – WORK.

2.01. Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 3 – ENGINEER.

3.01. The Project has been designed by Black & Veatch Corporation, 8800 Ward Parkway, Suite 400, Kansas City, Missouri 64114, who is referred to in the Contract Documents as Engineer. Engineer is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Contract Times.

- A. The Contract Times shall be as indicated in Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in Contractor's Bid after the date when the Contract Times commence to run.

4.03. Liquidated Damages.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the following amounts for each day that expires after such time until the Work is completed and ready for final payment.

	<u>Liquidated Damages per Day</u>
Milestone Completion of the Work	\$8,000
Substantial Completion of the Work	\$5,000
Completion of all Work	\$3,000

- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

4.04. Delays and Damages.

- A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.05 of the General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

ARTICLE 5 – CONTRACT PRICE.

5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item), for the total amount of:

Twenty Million Three Hundred Fifty-Five Thousand Forty-Three and 02/100 Dollars; (\$20,355,043.02).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on Estimated Quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02. Progress Payments; Retainage.

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in Division 1, General Requirements.
- B. Prior to Substantial Completion, Owner will retain from progress payments, less the aggregate of payments previously made and less such amounts as Engineer shall determine or Owner may withhold in accordance with Paragraph 15.01.C of the General Conditions, an amount equal to the following percentages:
 - 1. Until the Work is 50 percent completed, retainage will be 10 percent of Work completed.
 - 2. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage on account of Work subsequently completed.
 - 3. Retainage will be 10 percent of the cost of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01.B.1 of the General Conditions. Stored material and equipment retainage will be released when the material and equipment are incorporated in the Work.
 - 4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.
6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

6.03. Progress Payments; Stored Material

- A. Payment will be made for material and equipment stored properly at the Site provided the material and equipment are complete and ready for installation.
 1. Payment will be made for the invoice amount less the specified retainage.
 2. Payment for material and equipment shown in the Application for Payment Form, Stored Material Summary, will be made for the invoice amount up to the value shown in the Schedule of Values for that line item.
 3. Payment will be made for the value shown in the line item for products and material if invoices for material and equipment are less than the amount shown in the line item, and it can be demonstrated that no additional material or equipment are required to complete the Work described in that item.
 4. Provide invoices at the time materials are included in the Stored Material Summary. Include invoice numbers so that a comparison can be made between the actual invoices and those invoices and amounts included in the Stored Material Summary.
- B. Payment for material and equipment does not constitute acceptance of the product.
- C. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until accepted in accordance with the General Conditions.

6.04. Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

ARTICLE 7 – INTEREST.

7.01. All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

8.01. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods,

techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Bonds:
 - a. Performance bond (pages 1 to 3, inclusive)
 - b. Payment bond (pages 1 to 3, inclusive).
 - 3. General Conditions (pages 1 to 71, inclusive).

4. Supplementary Conditions (pages 1 to 32, inclusive, plus all Supplementary Conditions attachments, plus USBR Supplemental Provisions, plus Davis Bacon Wage Determinations).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 125 other sheets, with each sheet bearing the following general title:

**ENDAWS Biota Water Treatment Plant Site
and Access Development & Wet Well Excavation
Task Order 2550, Contract 1**

Sheet titles are listed on Sheet 2 of the Drawings.

7. Geotechnical Data Report (not attached but incorporated by reference) consisting of a cover page and 57 other pages, with the cover page bearing the following general title:

**ENDAWS Biota Water Treatment Plant Site
and Access Development & Wet Well Excavation
Task Order 2550, Contract 1**

8. Geotechnical Baseline Report (not attached but incorporated by reference) consisting of a cover page and 33 other pages, with the cover page bearing the following general title:

**ENDAWS Biota Water Treatment Plant Site
and Access Development & Wet Well Excavation
Task Order 2550, Contract 1**

9. Addenda (numbers 1 to 4 inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
11. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.

- c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

10.02. Assignment of Contract.

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03. Successors and Assigns.

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – NOT USED

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____
(which is the Effective Date of the Contract).

OWNER:
Garrison Diversion Conservancy
District

CONTRACTOR:

By: Duane DeKrey

By: _____

Title: General Manager

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:

401 Hwy 281 NE
Carrington, ND 58421

Address for giving notices:

Approved as to Form

Contractor's License No. _____

Expiration Date _____

Attorney for Owner

End of Section

NOTICE TO PROCEED

Project: ENDAWS Biota Water Treatment Plant Site and Access Development & Wet Well Construction	Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 2550
Contract Name: Contract 1	Engineer: Black & Veatch Corporation	Engineer's Project No.: 423038

Contractor: Martin Construction, Inc.

Contractor's Address: 3685 116th Ave SW, Dickinson, ND 58601

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is November 5, 2027, and the date of readiness for final payment is December 10, 2027.

Martin Construction, Inc.
(Contractor)

Garrison Diversion Conservancy District
(Owner)

Received by:

Given by:

Signature

Signature

Print Name, Title

Duane DeKrey, General Manager
Print Name, Title

Date

Date

cc: Kip Kovar, GD CD
Kurt Ronnekamp, BV