

MEETING: Technical Advisory Committee

DATE AND TIME: 9/24/26 @ 10:00am CST

LOCATION: Virtual – Zoom (link bottom of agenda)

1. Call to Order
2. Roll Call
3. **Consideration of Minutes – July 23, 2026**
4. Construction Update
 - a. Bureau of Reclamation and Federal Funding
5. Engineering Update
6. Future Engineering Task Orders
7. Power Supply Breaker Configuration
8. **Construction Manager At Risk RFP**
9. **New Task Order Review and Approval**
 - a. **Approval of TO 3310 - BWTP Final Design**
10. **Change Order #2 – Contract 5D**
11. Program Cost and Schedule Update
12. Operations Advisory Group Meeting Recap & Update
13. Washburn – Missouri River Intake & FEMA BRIC Grant Update
14. Notice of Upcoming Meetings
 - a. LAWA Board – September 30 @ 10am
15. Adjourn

BOLD = ACTION ITEM

MEETING INFORMATION

<https://us06web.zoom.us/j/87180495390?pwd=6kueLWaxZjJ4GHKV8itYiweK7wvI78.1>

Meeting ID: 871 8049 5390
Passcode: 171945

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The following minutes are in draft form subject to review and approval by the LAWA Technical Advisory Committee at its next meeting.

26-137

LAKE AGASSIZ WATER AUTHORITY

TECHNICAL ADVISORY COMMITTEE

Video Conference July 23, 2026

A meeting of the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC) was held on July 23, 2026, by video conference. The meeting was called to order by Chair Al Grasser at 10:00 a.m.

MEMBERS PRESENT

Chair Al Grasser
Brent Brinkman
Dave Carlsrud
Todd Feland
Bruce Grubb
Troy Hall
Ann Morlock
Dan Portlock
Marc Pritchard
Kip Kovar, Secretary

A copy of the registration sheet (Annex I) is attached to the minutes.

The meeting was recorded to assist with compilation of the minutes.

CONSIDERATION OF MINUTES

Motion by Ann Morlock to dispense with a reading of the June 23, 2026, LAWA TAC minutes and approve them as distributed. Second by Brent Brinkman. Upon voice vote, motion carried.

RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)

Construction Update - Kip Kovar, Secretary, presented a PowerPoint update on construction progress for the RRVWSP, reporting 59 miles of the project's 125 miles of pipeline are either under contract or complete, with 35.3 miles installed to date.

Construction status includes:

- Contracts 5A, 5B and 5D: Completed.
- Contract 5C: Completion of pipe installation anticipated today, with restoration work remaining.

- Contract 6A: Approximately 6.3 miles of pipeline installed, with about 0.8 miles remaining. Upon completion, the construction crew will move to Contract 7A.
- Contracts 6B and 6C: Currently have two construction crews working, with approximately one mile of pipeline installed and about 16.6 miles remaining.
- Contract 7A: Pipe deliveries are scheduled to begin this week.

Mr. Kovar also reported tunneling operations are currently underway at Baldhill Creek.

Chair Grasser asked whether a certificate of completion is issued to officially conclude construction and transition a contract to operations and maintenance.

Mr. Kovar confirmed a certificate of completion is prepared once all parties agree the project has been completed.

He added approximately \$455 million in construction work is currently under contract, with net negative change orders, indicating construction is progressing very well and below anticipated contract costs.

Engineering Update - - Kurt Ronnekamp, Black & Veatch (BV), reviewed the current engineering efforts:

- Contracts 2B & 3: Wrapping up design for bidding approximately 16 miles of pipeline
- Contract 4 & 7B: Finalizing contracts for bidding approximately 34 miles of pipeline
- Contract 1: Bidding Biota Water Treatment Plant (BWTP) site development and wet well excavation
- Completing the McClusky Canal evaluation report
- Contract 3: Developing Task Order BWTP, treatment facilities and pumping stations final design and procurement
- Continuing planning and coordination for the BWTP electrical power supply, including development of a new task order
- Updating the project's overall schedule, cost estimates, funding requirements and cash flow projections

Mr. Ronnekamp outlined several upcoming task orders that will address construction phase services and design of Contract 2, final design of the BWTP Contract 3, Missouri River Intake preliminary design (Washburn), restoration and replacement at the McClusky Canal and engineering support for electrical power infrastructure.

Chair Grasser asked whether the project's break tanks are included within the BWTP scope or accounted for elsewhere.

Mr. Ronnekamp explained the break tanks could be incorporated into the BWTP Contract 3 design, with construction anticipated during the final three to four years of the program, which would be approximately 2029-2032.

Chair Grasser noted he was not directing any changes but suggested, as power supply continues, the engineering team should validate the electrical requirements associated with the break tanks.

Biota Water Treatment Plant Contract 1

Mr. Ronnekamp reported the BWTP Contract 1, site development and wet well excavation, is currently being advertised for bids.

A mandatory pre-bid meeting was held on July 15, with 13 prime/general contractors participating. Based on feedback from project management and the engineering team, there is active interest from approximately six to eight contractors that participated in the meeting.

The bid opening is currently scheduled for July 30; however, a couple contractors have requested a one-week extension, and the engineering team will evaluate those requests following this meeting to consider postponing the bid opening.

Mr. Ronnekamp explained the way the contract is structured, a bid award is to be issued within 60 days of the bid opening and a notice to proceed would be issued to the successful contractor within 30 days of award.

Power Supply

Mr. Ronnekamp reviewed the organizations involved in providing electrical service for the BWTP power extension.

He explained Western Area Power Administration (WAPA) is responsible for electrical generation and the high-voltage transmission system. Those facilities are generally already in place.

Central Power Electric Cooperative is responsible for constructing and operating the medium-voltage transmission line and associated substations needed to deliver power to the project.

The local rural electric service ultimately will be provided through either Verendrye Electric Cooperative or Capital Electric Cooperative, depending on the service area, and one of those cooperatives would serve as the retail electric provider responsible for billing the BWTP for its electrical usage.

Mr. Ronnekamp explained under the current power supply plan, WAPA will design, construct, own and operate the 230-kV switchyard and primary substation, while Central Power will design and own the transmission line and distribution substation serving the BWTP.

Using a project map, Mr. Ronnekamp identified the proposed locations of the electrical facilities. The BWTP campus is located northwest of McClusky, while WAPA's existing high-voltage transmission line is approximately 22 miles south of the site. A new 230-kV tap and switchyard will be constructed along the WAPA transmission line, with its final location influencing the overall length of the new transmission line.

He noted WAPA anticipates requiring approximately 20 acres for its switchyard. An adjacent 10-acre site will be needed for Central Power's 230-kV substation, where transformers will reduce the voltage from 230-kV to 43.8-kV. From there a 22- to 25-mile, 43.8-kV transmission line will extend to a new distribution substation located at the McClusky Canal BWTP campus.

Mr. Ronnekamp added the final transmission line alignment and property acquisitions for these facilities are still being determined.

He then reviewed the agreements and administrative actions required to integrate the new facilities into the regional power system.

The first agreement is a construction agreement with WAPA, which includes an initial \$50,000 payment to fund WAPA's preliminary engineering and environmental review. A facility study is expected from WAPA this week and will identify the system improvements required while providing a clearer roadmap for the project. Additional amendments to the construction agreement are anticipated to address equipment procurement, construction activities and land acquisition.

The second agreement will be with Central Power, authorizing land acquisition to begin, transformer procurement and construction of the transmission line and substations.

The third agreement will be a service agreement with the local rural electric cooperative, establishing responsibilities for the operation, maintenance, replacement and electrical service associated with the power supply extension.

Mr. Ronnekamp also noted an engineering agreement, identified as BWTP Task Order 3240, Power Supply Planning, Environmental and Procurement Services, is included with the meeting materials and will provide engineering support for the power supply extension project.

Timothy Mahoney, LAWA Chair, asked whether the electrical power supply schedule could be accelerated to allow completion by 2030 or 2031.

Mr. Ronnekamp responded the engineering team is evaluating several options to shorten the schedule, particularly for procuring the long-lead transformers. To date, discussions have focused on working with Central Power to determine whether an existing transformer purchase order could be amended to include the project's equipment. If feasible, placing the order immediately could reduce the schedule by six months to a year.

He explained a key component of Task Order 3240 is evaluating alternative procurement strategies to obtain critical electrical equipment more quickly. One option under consideration is working with BV's procurement department to identify alternative purchasing channels that could accelerate transformer delivery.

Chair Grasser asked whether it would be possible to install a base flow electrical system before 2032.

Mr. Ronnekamp replied that such an approach is a possibility and had not previously been explored in detail. He said the engineering team would evaluate that option as part of its ongoing analysis.

Chair Grasser also asked whether the project would evaluate an appropriate level of backup power.

Mr. Ronnekamp confirmed redundancy and backup power will be evaluated. Because the BWTP is not a drinking water treatment plant, its reliability requirements differ from those of a municipal water treatment plant. As a result, the project may be able to reduce certain redundancy and reliability standards since the facility could be taken offline for a day or even a week without adversely affecting the overall water supply system.

ENDAWS Task Order 3240 - - Mr. Ronnekamp referenced Eastern North Dakota Alternate Water Supply (ENDAWS) Task Order 3240, BWTP Contract 4, Power Supply Planning, Environmental and Procurement Services (Annex II).

The purpose of this task order is to provide engineering and project management support to Garrison Diversion and LAWA in facilitating the extension of electrical service to the new BWTP.

The utility extension to be addressed under Task Order 3240 is an electrical service extension from an existing WAPA high-voltage transmission line near Regan, North Dakota, about 22 miles south of the BWTP site.

The scope of work includes meeting and coordination with project partners and stakeholders throughout the planning and implementation process, including:

- Bureau of Reclamation
- Western Area Power Administration
- Central Power Electric Cooperative
- Capital Electric Cooperative and Verendrye Electric Cooperative
- Sheridan County and Burleigh County
- Garrison Diversion
- Lake Agassiz Water Authority

Mr. Ronnekamp explained the task order also includes planning, contracting, environmental review, land acquisition, and procurement assistance necessary to support the future design and construction of the electrical power supply facilities serving the BWTP.

He stated the task order will support development of the transmission line and the two substations required for the power supply extension, while also providing the coordination and procurement activities needed to advance the project.

Work split is 33% BV, 19% Advanced Engineering & Environmental Services (AE2S) and 48% Ulteig Engineering.

Mr. Ronnekamp reported that the total cost of Task Order 3240 is \$698,000.

Motion by Todd Feland to recommend LAWA board approval of ENDAWS Task Order 3240, Planning, Environmental and Procurement Services, in the amount of \$698,000. Second by Dave Carlsrud. Upon roll call vote, the following committee members voted aye: Brinkman, Carlsrud, Feland, Grubb, Hall, Morlock, Portlock and Pritchard. Those voting nay: none. Motion carried.

PROGRAM COST AND SCHEDULE UPDATE

Mr. Ronnekamp reviewed an updated program schedule for the RRVWSP. The engineering team developed a baseline schedule using a traditional Design-Bid-Build (DBB) delivery approach. The schedule is not funding constrained, meaning it reflects the time physically required to complete the work based on engineering judgement, anticipated construction durations and the progress achieved on the transmission pipeline to date.

Mr. Ronnekamp reported construction of the RRVWSP began in 2020 and, under the current baseline schedule, all construction activities are anticipated to be complete in 2033, followed by approximately nine months of system commissioning extending into 2034.

He noted the overall program consists of more than 20 individual construction contracts required to complete the full water supply system.

For 2026, several transmission pipeline contracts remain active. Contracts 5C, 5D and 6A, are nearing completion and are expected to finish this year, while Contracts 6B, 6C and 7A have recently begun construction.

Mr. Ronnekamp outlined the anticipated construction sequence for the ENDAWS facilities:

- BWTP Contract 1 – Site Development scheduled to begin construction in 2026
- BWTP Contract 2 – Intake, Tunnel, and Wet Well expected to begin in 2027
- BWTP Contract 3 – Treatment Facilities and Pumping Stations anticipated to begin construction during the 2028–2029 timeframe

Critical Path Considerations and Priorities for maintaining or accelerating the overall project schedule:

- Electrical Equipment Procurement and Installation (230-kV transformers and other major electrical breakers/switches/gear)
- BWTP Contract 3 – Treatment Facilities and Pumping Stations, Design and Construction (5- to 7-year duration)
- Continue the Current Pace of Pipeline Installation (12-14 miles per year)

Paul Boersma, BV, stated from the engineering team's perspective, there are several opportunities to shorten the project schedule. For the transmission pipeline, acceleration is relatively straightforward by bidding additional work and mobilizing more construction crews.

Reducing the schedule for the BWTP may require a different project delivery method. Rather than the traditional DBB approach, the team is evaluating the potential use of Construction Manager at Risk (CMAR) as a means of accelerating construction.

Mr. Boersma added the engineering team is exploring a variety of acceleration strategies and expects additional options to emerge after receiving WAPA's facility study.

He emphasized neither Garrison Diversion nor LAWA have formally directed BV to accelerate the project schedule. Nevertheless, the engineering team is proactively evaluating options for each of the three identified critical path elements.

Spencer Halvorson, Executive Director, LAWA, asked whether the estimated \$200 million cost for the BWTP includes the approximately \$40 million power supply project.

Mr. Boersma clarified the \$40 million power supply project is not included in the approximately \$200 million estimate for the core BWTP treatment facility. BWTP Contracts 1 and 2 are also separate from that estimate and will continue to be delivered using the traditional DBB method. The estimated cost for the BWTP Contract 3, which encompasses the core treatment plant construction, is approximately \$230 million.

OPERATION & MAINTENANCE (O&M) COST REVIEW

Mr. Boersma reported the RRVWSP O&M cost estimates are being updated and will be provided to the financing team to support development of an updated cost allocation model for the project participants.

He noted it would be beneficial for the TAC to revisit the O&M cost estimates since several years have passed since they were last reviewed in detail. In 2022, the TAC worked with the project's operations advisory group to develop more refined O&M cost estimates.

Mr. Boersma reviewed four components that make up the project's OMAR costs:

>Operations (flow dependent)

- Power, chemicals, BOR cost of water, operations staff
- Flex operations staff only when plant runs > 20 cfs

>Administration (fixed cost)

- Supervision, engineering, accounting, permitting, land management, etc.

>Maintenance (fixed costs)

- Operate plant at base flow and maintain plant
- Maintenance equipment

>Replacement (fixed)

- Time-scaled replacement of various parts

Shawn Gaddie, AE2S, explained the project has historically communicated baseline operating conditions to participating water users when discussing future OMAR costs. The baseline operating scenario assumes a 6 cfs system flow, which was originally estimated in 2022 to cost approximately \$243,800 per month.

Mr. Gaddie said those values have since been updated for inflation and incorporated into the revised financial model currently being used to calculate user-specific cost allocations based on each participant's Memorandum of Commitment (MOC) allocation.

For purpose of discussing OMAR cost allocation with project participants, the focus remains on the baseline 6 cfs operating condition, which is now estimated to cost approximately \$3.5 million to \$4 million annually after accounting for inflation since 2022.

Mr. Gaddie further explained previous outreach to water users contemplated a phased implementation of OMAR costs rather than requiring participants to pay the full amount immediately.

Under that approach:

- Maintenance and administration costs would be phased in over a five-year period.
- Water users would assume 100% of those maintenance and administration costs by 2032.
- The flow-dependent operating costs, such as power, treatment chemicals, and other operating expenses, would not be charged until the project begins operating and those costs are actually incurred, which is anticipated during the 2033–2034 startup and commissioning period.

Mr. Gaddie explained this phased approach recognizes that portions of the project infrastructure will be placed into service before the entire system is operational. As those assets come online, maintenance and administrative expenses will begin accumulating even though the treatment plant is not yet delivering water.

This concept was presented during previous outreach efforts to prepare participants for the eventual allocation of OMAR costs under the long-term water supply agreements. The phased implementation was intended to gradually transition users into paying maintenance and administrative expenses before the project reaches full operation, at which point the full baseline OMAR costs will be allocated.

Mr. Gaddie reviewed a sample of the 2024 project cost outlay projections, noting that future user cost summaries will continue to identify each participant's share of project financing along with a separate allocation for OMAR costs.

He explained, as LAWA develops its 2027 budget, discussions are underway about beginning the phased implementation of OMAR costs one year earlier than originally anticipated and emphasized the project has always assumed maintenance and administrative costs would begin before the system is fully operational, with a gradual phase-in prior to startup.

Mr. Boersma reminded the committee the current O&M estimates were originally developed four years ago, and that many current members of the TAC were not involved in that effort.

He recommended the Operations Working Group review the technical assumptions underlying the OMAR estimates. Any recommendations or revisions developed by the working group would be presented to the TAC for consideration.

Todd Feland, City of Grand Forks, said Garrison Diversion's existing personnel and experience should allow the project to build upon current resources rather than simply adding new staff and

encouraged a zero-based review of operational needs to determine where existing personnel and financial resources can be reallocated before creating additional positions.

Chair Grasser agreed the discussion should proceed on two tracks: a technical review to determine operational needs and a management and governance review to address organizational responsibilities and cost allocation.

He noted that while some issues may ultimately fall outside the TAC's authority and require board-level decisions or revisions to operating agreements, the committee could still provide valuable technical recommendations.

Mr. Feland suggested evaluating the entire operating system rather than viewing the new facilities independently. If LAWA and Garrison Diversion intend to work together in a genuine partnership, this represents an important opportunity to establish that collaborative operating model.

Steve Burian, Burian and Associates, commented that the existing OMAR estimates already assign only partial percentages of existing staff time to the project in many cases. Mr. Boersma's analysis did not simply assume an entirely new workforce but instead recognized that many existing employees would continue performing multiple responsibilities.

Mr. Feland agreed this approach makes sense for administrative functions but emphasized LAWA will, nevertheless, incur additional costs that it is not currently paying. His primary concern remains the operations staff, where the project should first determine whether existing personnel can be redeployed before assuming that numerous new full-time positions will be required.

Mr. Halvorson reported the Garrison Diversion and LAWA board chairs are working to schedule a leadership meeting to discuss issues of mutual interest. The O&M governance and cost allocation discussion should be included on that agenda, allowing both boards to provide direction to their attorneys and engineers regarding future agreements.

Mr. Halvorson added the topic will also be discussed at the Financial Advisory Committee (FAC) meeting scheduled for July 28.

LAWA Chair Mahoney asked whether O&M costs had been included in LAWA's 2027 budget, noting LAWA received an O&M invoice.

Mr. Gaddie said previous planning assumed the phased implementation of OMAR costs would begin in 2028, before more recent discussion regarding the 2027 budget.

Mr. Halvorson clarified the proposed 2027 budget includes administrative expenses. It does not include O&M costs for pipe already installed.

Mr. Feland emphasized technical and financial issues should be evaluated collaboratively through the TAC and FAC before recommendations are forwarded to the boards and incorporated into future agreements.

Mr. Halvorson added future staffing efficiencies may be possible between the BWTP and the Northwest Area Water Supply (NAWS) treatment plant.

Mr. Boersma stated no action was requested. He asked only for the TAC's support to have the engineering team work with the Operations Working Group to review the technical aspects of the OMAR estimates.

Chair Grasser expressed support for proceeding with the review and requested that the findings be reported back to the TAC.

BWTP CONSTRUCTION

Construction Manager at Risk vs. Design-Bid-Build

Mr. Boersma provided an introduction to the CMAR delivery method, explaining the engineering team had been asked to evaluate it as a potential means of accelerating completion of the BWTP.

He reviewed three traditional construction delivery methods:

1. **Design-Bid-Build (DBB)** – the method currently being used for the pipeline contracts. Under this approach, the owner holds separate contracts with the engineer and contractor. Design is completed before bidding, and construction begins only after bids are awarded.
2. **Design-Build** – not permitted under current North Dakota law.
3. **Construction Manager at Risk (CMAR)** – permitted under current state statutes. Under this approach, the owner still contracts separately with the engineer and contractor, but the contractor joins the project during design and works collaboratively with the owner and engineer.

Mr. Boersma explained under CMAR, the engineer retains responsibility and liability for the project design while the construction manager provides input throughout the design process. As design advances, typically from 30% to 60% completion, the contractor develops construction cost estimates and procurement strategies, allowing the parties to establish a Guaranteed Maximum Price (GMP) before final design is complete.

He noted although the CMAR may self-perform some work, much of the project is competitively bid to specialty subcontractors, including electrical, mechanical, and foundation contractors. Because subcontractor pricing remains competitive and transparent, the process is often referred to as "open-book" CMAR.

The principal advantages of CMAR include:

- Improved schedule efficiency through overlapping project phases
- Earlier cost certainty through ongoing estimating and establishment of a GMP
- Greater collaboration between the engineer and contractor during design
- Improved constructability reviews and procurement planning
- Better management of price escalation and long-lead equipment

Mr. Boersma emphasized that DBB has worked well for the project's transmission pipeline contracts, allowing the owner to maintain direct control while attracting competitive bids from qualified contractors. However, he noted that construction costs are not known until bid opening.

He explained the project is now transitioning from pipeline construction to complex facility construction, which involves significantly more equipment suppliers, specialty subcontractors, scheduling coordination, and procurement challenges.

For those reasons, the engineering team believes the Garrison Diversion and LAWA boards would do well to consider CMAR for the facilities portion of the project.

Mr. Halvorson asked how much time could be saved using CMAR instead of DBB.

Mr. Boersma responded CMAR could realistically reduce the project schedule by approximately one year.

He explained under a traditional DBB process, the project would require approximately 18 months of design before construction could begin. With CMAR, however, construction activities can overlap with design. For example, foundation work could begin about six months into the design process, and long-lead equipment could be ordered well before design is complete.

Mr. Boersma said the ability to overlap design, procurement, and construction would easily save about one year compared to the baseline DBB schedule previously presented.

Chair Grasser asked whether procuring equipment earlier through the CMAR approach and selecting equipment that is fully integrated and compatible could also reduce the time required for system commissioning.

Mr. Boersma concurred that earlier procurement and better coordination of equipment could also shorten the commissioning process. The CMAR approach also gives the owner better control over equipment procurement and delivery, helping ensure compatible equipment arrives on site at the appropriate time.

Mr. Boersma emphasized CMAR is a well-established project delivery method that has been widely used throughout the construction industry for at least a couple of decades. In particular, the City of Grand Forks has used CMAR on several projects, including the water treatment plant, wastewater treatment plant and a community recreation center.

Mr. Feland highlighted several additional advantages of the CMAR approach, explaining the process provides early and progressively refined cost estimates throughout design, allowing the owner to better understand project costs and make informed decisions well before construction begins.

He also emphasized the value of establishing a collaborative relationship among the owner, engineering team, contractor, and project administration early in the process. This collaborative approach builds trust, improves communication, and helps the project team work more effectively toward common goals.

Drawing on Grand Forks' experience, Mr. Feland said the city's CMAR projects were successful because they fostered a strong team environment and generated significantly more competitive

bidding opportunities. Rather than bidding only a few large contracts as is typical under DBB, the projects were divided into 50 to 60 bid packages, allowing early work packages to proceed while increasing competition among subcontractors.

Mr. Feland added the remote location of the BWTP makes maximizing competition especially important. Attracting qualified subcontractors will depend on establishing confidence in the project team and delivery process, which he believes the CMAR approach is well suited to accomplish.

Mr. Boersma reported BV and AE2S have a reasonable amount of experience with CMAR. Collectively, the firms have been involved in dozens of water and wastewater treatment plant projects utilizing CMAR.

Recently, BV served as the engineer on a \$267 million CMAR wastewater treatment plant in Kansas City and is currently working on a \$500 million CMAR expansion. In addition, BV is serving as a subconsultant to AE2S on the CMAR expansion of the Grand Forks wastewater plant.

Mr. Boersma stated, based on that experience, the engineering team is very comfortable using CMAR should the boards choose to pursue that approach.

Mr. Boersma outlined the proposed process for selecting a CMAR:

- **Request for Qualifications (RFQ):** Evaluation of firms based on experience, safety record, financial capacity, and project team qualifications.
- **Request for Proposals (RFP):** Assessment of each firm's technical approach, preconstruction services, understanding of project risks, fee structure, and commitment to transparent project delivery.
- **Collaborative Interviews:** Evaluation of team chemistry, communication, and problem-solving abilities to ensure effective collaboration throughout the project.
- **Value-Based Pricing:** Selection based primarily on qualifications and overall value, with pricing focused on contractor fees, overhead, and profit rather than lowest bid alone.

Mr. Boersma explained CMAR pricing is typically developed in two phases. Phase One covers preconstruction services provided during design and would be negotiated as a fixed fee. Phase Two covers construction, with the contractor developing a GMP as the design progresses.

He noted this discussion is occurring now because the timing is critical. If the project is to proceed with CMAR, the selection process should begin by early September so a construction manager can be selected by late November, allowing the CMAR to participate alongside the engineering team as final design begins.

Mr. Boersma requested informal support from the TAC to begin developing the RFQ and coordinating the procurement process with Mr. Kovar, while recognizing that formal approval would ultimately rest with the Garrison Diversion and LAWA boards.

Mr. Halvorson reported he had discussed the proposal with Reice Haase, Director, Department of Water Resources (DWR), and he indicated the department supports efforts to accelerate the project schedule and is otherwise agnostic regarding the delivery method.

Mr. Halvorson added that Garrison Diversion also appears generally supportive of pursuing CMAR.

Mr. Halvorson stated, unless the TAC has significant concerns, LAWA Chair Mahoney would like the proposal to be placed on the August 6 LAWA Board agenda for consideration.

LAWA Chair Mahoney requested the CMAR presentation be provided to the LAWA Board, noting that he had attended the recent Garrison Diversion Board meeting and did not recall any objections to the concept.

Chair Grasser observed that the project schedule is tight if the goal is to begin the CMAR procurement process this fall.

He asked whether the TAC would be willing to provide preliminary support for the CMAR approach, allowing the concept to move forward as a formal recommendation for board consideration.

Mr. Kovar asked whether the City of Grand Forks experienced cost savings from using the CMAR method and whether it actually shortened project schedules or primarily resulted in a higher-quality project.

Mr. Feland responded that Grand Forks realized both schedule and cost benefits. For the city's water treatment plant, the project team issued an early work package for foundation construction, allowing that portion of the project to begin approximately one year earlier and generating significant cost savings. A similar approach was used for the community recreation center, where construction was divided into multiple GMP packages. Early foundation work proceeded under the first GMP while subsequent phases were finalized, reducing the overall schedule by roughly one year.

Mr. Feland acknowledged this approach requires confidence that subsequent GMP packages will align with earlier cost expectations. However, he noted that Grand Forks has completed three CMAR projects successfully and, through competitive bidding of numerous work packages, has consistently received bids that came in below the original construction estimates.

Mr. Kovar also asked how the construction manager's fee compares to a traditional project.

Mr. Feland explained the owner typically negotiates a preconstruction services fee, which is relatively modest, followed by a separate contractor fee incorporated into the GMP during construction. While CMAR introduces an additional contractual relationship, he said those costs should be weighed against the benefits of accelerated procurement, increased competition among subcontractors, and potential cost savings. Under the CMAR approach, the owner maintains separate agreements with both the engineer and the construction manager, making close collaboration among all parties essential.

Chair Grasser added one of CMAR's greatest advantages is the integration of contractor expertise during design. Rather than relying solely on engineers to perform value engineering, the contractor provides practical input on constructability, sequencing, equipment selection, and cost-saving alternatives throughout the design process.

He noted while it is difficult to quantify the exact dollar savings attributable to CMAR, the combination of value engineering, improved constructability, and early equipment procurement represents a significant advantage over the traditional DBB approach.

Motion by Troy Hall to approve preliminary support from the Technical Advisory Committee for the Construction Manager at Risk delivery method to be utilized for BWTP Contract 1. Second by Marc Pritchard.

Mr. Feland noted that selecting the CMAR approach does not irrevocably commit the project to that delivery method. The initial agreement would cover preconstruction services, allowing the project team to work collaboratively during the design phase.

He added there are decision points throughout the process, and if LAWA determines that the CMAR approach is not meeting expectations, it could discontinue the process and return to a traditional DBB delivery method. The project includes appropriate safeguards, so choosing to begin the CMAR process does not eliminate the option of reverting to DBB if necessary.

Bruce Grubb, City of Fargo, reported he and Mr. Halvorson were contacted by a CMAR firm earlier in the week. One aspect he found interesting was the transfer of certain risks from the owner to the construction manager.

He also asked about the concept of self-performing work under a CMAR contract and whether it would be permitted on this project.

Mr. Feland explained that self-performing refers to situations where the CMAR serves not only as the construction manager but also submits bids to perform specific portions of the construction work with its own forces. If the CMAR selects to self-perform work, it must compete through the same competitive bidding process as other contractors and may not receive any preferential treatment or competitive advantage.

Mr. Feland stated his confidence in pursuing the CMAR approach is strengthened by the experience of BV and the leadership of Mr. Boersma.

Upon roll call vote, the following committee members voted aye: Brinkman, Carlsrud, Feland, Grubb, Hall, Morlock, Portlock and Pritchard. Those voting nay: none. Motion carried.

WASHBURN PROJECT

LAWA Chair Mahoney reported there is a task order being developed for preliminary engineering on the Washburn Missouri River intake project.

He explained the DWR is seeking clarification on whether the project is being re-engaged because that determination will affect future cost-sharing discussions.

LAWA Chair Mahoney noted the DWR has characterized the project as a branch pipeline, making it eligible for a potential 50/50 or 60/40 state-local cost share. However, LAWA has previously viewed the project as a primary water supply source for the City of Washburn, supporting a 75/25 cost-sharing arrangement.

He requested that the issue be placed on the August 6 LAWA Board agenda for formal consideration.

Mr. Kovar confirmed a draft preliminary design task order has been prepared but has not yet been authorized by LAWA.

Mr. Boersma asked LAWA Chair Mahoney to confirm that he was formally requesting board consideration of the Washburn task order at the upcoming meeting, and LAWA Chair Mahoney indicated that he was.

Mr. Grubb questioned who would pay for the preliminary engineering services, noting that if LAWA were responsible, those costs are not included in the current budget.

Chair Grasser asked about the estimated cost of the work and whether the City of Washburn had offered to participate financially.

Mr. Grubb replied Washburn is currently awaiting a decision on a BRIC grant application.

Mr. Kovar explained funding for preliminary design is already included in the RRVWSP 2025–2027 Biennium Work Plan, although a separate task order must be approved before work can proceed on the Washburn project.

Mr. Ronnekamp added approximately \$400,000 has been allocated in the biennium work plan for preliminary design of the Missouri River intake, pumping station, and transmission facilities.

Mr. Kovar emphasized while design funding is available, construction funding has not yet been identified.

Mr. Burian explained the project's anticipated funding structure using a hypothetical \$13 million total project cost. Of that amount, approximately \$2 million is considered part of the core RRVWSP infrastructure because those improvements would benefit the regional system if the intake were used in the future. The remaining \$11 million would be attributable to the Washburn project.

He noted if the anticipated \$7.1 million BRIC grant is awarded, the state intends to apply those funds first, reducing the remaining project cost to approximately \$4 million. Under a 75/25 cost-share, Washburn's local responsibility would be about \$1 million, whereas a 50/50 cost-share would increase the city's share to approximately \$2 million.

Mr. Burian concluded that LAWA would not be responsible for project-specific costs associated with Washburn. Only those improvements that become part of the core regional water supply system would be shared among all project participants, while costs benefiting only the City of Washburn would remain the city's responsibility.

Chair Grasser asked whether the project could proceed with a reduced preliminary scope of work to establish that the Washburn project is moving forward, while limiting expenditures until the outcome of the BRIC grant is known. This approach would avoid committing the full \$400,000 for preliminary design at this time.

LAWA Chair Mahoney agreed that a phased approach made sense. LAWA will discuss the concept with the City of Washburn to gauge its interest in proceeding with a limited initial scope. Demonstrating progress would also help clarify to the DWR that the project is actively being considered.

Motion by Brent Brinkman to recommend the LAWA board support the re-engagement of a preliminary design task order for the Washburn Missouri River intake project not to exceed \$100,000. Second by Troy Hall. Upon roll call vote, the following committee members voted aye: Brinkman, Carlsrud, Feland, Grubb, Hall, Morlock, Portlock and Pritchard. Those voting nay: none. Motion carried.

Chair Grasser adjourned the meeting at 12 p.m.

Al Grasser, Chair

Kip Kovar, Secretary

REGISTRATION

LAWA TAC MEETING
ZOOM

July 23, 2026

[illegible]

**ENDAWS Task Order 3240 – Biota Water Treatment Plant Contract 4, Power Supply
Planning, Environmental, and Procurement Services**

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a power supply planning and environmental assessment Task Order with Black & Veatch (BV) and consultants in the amount of \$698,000. Work will begin immediately upon execution of the task order as the Biota Water Treatment Plant (BWTP) power supply is on the Program's critical path. This task order is necessary to lay the groundwork for extending a transmission line about 22 miles due south from the BWTP site to a connection point with an existing Western Area Power Administration (WAPA) transmission line. Two substations will be necessary – one at either end of the transmission line – to power the Eastern North Dakota Alternate Water Supply (ENDAWS) Project's BWTP located near McClusky, North Dakota.

NEED AND BENEFIT

The task order is needed primarily because the Bureau of Reclamation is looking at Garrison Diversion to complete an environmental assessment (EA) for the new transmission line and substations. There are planning, contracting, permitting, and engineering activities necessary for the design of the new power supply. These activities must begin now as the BWTP power supply defines the critical path to Program completion. More specifically, procurement, manufacture, and delivery of high-voltage transformers and other major electrical gear have long lead times in the present market – approaching five years.

The benefit of executing this task order now is that it gives the consulting team the authorization to move forward expeditiously with planning, contracting, design, permitting, land acquisition, and environmental assessments. It will be necessary to begin construction of the power supply by 2029. It will take two to three years to complete environmental and easement acquisition activities so it is imperative work begins now so construction can begin soon after. It is expected construction will be completed by 2032. These dates could be accelerated should the State of North Dakota decide to bond the remaining Program cost. The planning level budget for constructing the two substations and a 22- to 25-mile transmission line is \$40 million.

TASK ORDER SUMMARY

The services to be provided by the consulting team (BV, AE2S, and Ulteig) are fully described in the attached task order. The following is a list of the major tasks.

Basic Services:

	Fee	% of Construction
1) Task Order Management and Administration	\$80,371.00	
2) Meetings and General Coordination	\$106,701.00	
3) Contract Reviews	\$40,056.00	
4) Design Reviews and Coordination	\$57,859.00	
5) Environmental Assessment	\$226,093.00	
6) Land Services	\$121,753.00	
7) Procurement Services	\$65,167.00	
Totals	\$698,000.00	1.7%

Special Services: There are no unique or specialized services required under this Task Order.

**ENDAWS Task Order 3240 – Biota Water Treatment Plant Contract 4, Power Supply
Planning, Environmental, and Procurement Services**

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

CONSULTANT TEAM MAKEUP AND PARTICIPATION

The amounts and percentages of work being performed by BV and its consultants under the task order are shown below.

• Black & Veatch Corporation	\$228,142 (33%)
• Advanced Environmental and Engineering Services, LLC	\$135,130 (19%)
• Ulteig Engineering	<u>\$334,728 (48%)</u>
• Total	\$698,000 (100%)

PROJECT OVERVIEW

This project begins at the BWTP site and extends 22 miles south generally along 3rd Avenue NE to an intersection point with an existing WAPA high-voltage transmission line in Burleigh County. The existing line traverses east/west and is located about 1-1/2 miles north of Regan, North Dakota. The final length of the transmission line depends upon the location selected for the WAPA switchyard and adjacent Central Power Substation. Elements of this task order are:

Task 1 – Task Order Management and Administration – Overall project management and administrative services are included in this task consistent with services rendered under previous work.

Task 2 – Meetings and General Coordination – This task covers Teams’ calls and meetings with stakeholders, including Garrison Diversion, the Bureau of Reclamation, WAPA, Central Power, Verendrye, Capital Electric, Sheridan County, and Burleigh County.

Task 3 – Contract Reviews – This task consists of reviewing and commenting on draft construction and service agreements of WAPA, Central Power, local electric cooperatives, and the BOR.

Task 4 – Design Reviews and Coordination – Central Power and WAPA will design their respective portions of the BWTP power supply providing plans and specifications. The consultant team will review to make sure the power supply system will provide the desired level of service and redundancy.

Task 5 – Environmental Assessment – This task provides services to complete an Environmental Assessment under the National Environmental Policy Act (NEPA), environmental and cultural resource field studies and reports, and permitting for a 25-mile transmission line and two substations: one in Burleigh County and the other in Sheridan County.

Task 6 – Land Services – Consists of assisting WAPA and Central Power in obtaining property and easements necessary for the BWTP power supply.

Task 7 – Procurement Services – Consists of evaluation and support services related to procurement of long-lead electrical equipment needed for the BWTP power supply. Services provided under this task are intended to assist WAPA, Central Power, and GDCC in identifying procurement considerations for major equipment with extended lead times. This task also includes evaluation of Build America, Buy America (BABA) requirements on schedules and costs, recognizing that waivers are not assumed and procurement details will continue to be refined as the work progresses.

PROJECT SCHEDULE

The work of this task order will begin immediately with services extending through June 2028.



Black & Veatch Corporation

Professional Services for the Red River Valley Water Supply Project under General Agreement dated January 17, 2008, as amended.

**ENDAWS Task Order 3240 – Biota Water Treatment Plant Contract 4, Power Supply
Planning, Environmental, and Procurement Services**

**Funding Sources – 2025-27 Biennium State; Series F Local; OBBBA Federal Grant
2025-27 Biennium Workplan Item No. 10**

Effective Date – August 1, 2026

Content of this Task Order is as follows:

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I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal and conveyed to a new biota water plant. A multi-county pipeline will then convey flows from the plant 125 miles east to the Sheyenne River. Lake Ashtabula located downstream, will provide storage for controlled releases to the Red River Valley.
2. Professional services for design of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction.

3. The U.S. Department of the Interior, Bureau of Reclamation (BOR) completed the Eastern North Dakota Alternate Water Supply (ENDAWS) project's environmental impact statement (EIS), which resulted in the record of decision being signed for the ENDAWS portion of the program. The ENDAWS project is integrated with the RRVWSP. Each must be built to have a complete system to meet drought mitigation goals. As such, BOR is a stakeholder for this project and coordination with them is presumed throughout the effort of this Task Order.
4. Preliminary Design for the McClusky Canal Intake (MCI), McClusky Canal Intake Pumping Station (MCIPS), Biota Water Treatment Plant (BWTP), and McClusky Main Pumping Station (MMPS) were previously authorized under Task Orders 2250 and 3210. A Preliminary Design Report (PDR) for the ENDAWS facilities was completed in July 2026.
5. Final Design and Bidding Assistance for the MCIPS wet well, access road, and site development work was completed under Task Order 2350. That construction project is titled BWTP Contract 1, Site Access and Development and Wet Well Excavation, Final Design and Bidding Assistance. The work includes mass grading of the BTWP site. Contract Documents (CDs) suitable for public advertisement and bidding were developed for wet well and site-civil improvements. Project advertisement and bid letting will transpire in July 2026, with construction estimated to begin as early as September 2026. Final design, procurement, and construction of the remaining treatment and pumping facilities will be completed under future task orders.
6. Commissioning and operation of the BWTP will require the extension of medium voltage power to the site. The planning, design, procurement, and construction of the required electrical supply components is estimated to have a 4 to 6 year completion period. Electrical components to be developed by others consist of a tap into the existing Western Area Power Administration (WAPA) 230-KV line and construction of a switchyard with an approximate disturbance area of 20 acres. Central Power Electric Cooperative (Central Power) will construct a 10-acre substation adjacent to the WAPA facility to step the voltage down from 230 KV to 43.8 KV. A 43.8-KV transmission line will be constructed by Central Power starting at their new substation location, extending north to the BWTP site where the transmission line would terminate at a new distribution substation.

II. TASK ORDER OBJECTIVES

1. The \$423.33 million 2025-27 Biennium Workplan includes many design and construction projects to be started from July 2025 through June 2027. One project included in the Workplan is assistance with and support of utility extensions to the BWTP. Design and construction monies are budgeted to advance this work: \$1.5 million is set aside for project development and \$3 million is budgeted for construction (envisioned for transformer and major equipment deposit(s)). The utility extension to be addressed under this Task Order 3240 is an electrical service extension from an existing WAPA high-voltage transmission line near Regan, North Dakota, about 22 miles south of the BWTP site.
2. The objective of this Task Order is to provide support to GDCD and LAWA to facilitate the extension of a power supply to the new BWTP. This support services provided herein will include coordination and meetings with stakeholders, including BOR, WAPA, Central Power, and local rural electrical cooperatives, Capital Electric or Verendrye Electric as well as Sheridan and Burleigh Counties, GDCD, and LAWA.

3. Environmental, cultural, and archeological services are included in this Task Order along with the preparation of an Environmental Assessment (EA) encompassing the WAPA switchyard, the Central Power substation and transmission line, and the Central Power distribution substation. The EA will supplement the ENDAWS EIS and associated record of decision that was previously issued by the U.S. Department of the Interior.
4. Land services will be provided as described to facilitate property acquisition of the switchyard and substation sites along with easement acquisition for the transmission line.
5. Finally, procurement support services will be provided to facilitate timely manufacture and delivery of critical electrical gear, which is on the critical path for completion of the Project. Alternative procurement approaches may be necessary to get delivery of critical electrical gear when needed to maintain or accelerate program schedule.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement), as amended.
2. General Description of Activities. The Basic Services to be performed by Engineer consist of engineering and consulting services supporting ENDAWS project elements specifically as it relates to the BWTP power supply and the needed electrical service extension.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
5. Explicitly Identified Quantities. Engineer in development of this Task Order has estimated the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

Basic Services of this Task Order are organized into major tasks as follows:

- Task 1 – Task Order Management and Administration
- Task 2 – Meetings and General Coordination
- Task 3 – Contract Reviews

- Task 4 – Design Reviews and Coordination
- Task 5 – Environmental Assessment
- Task 6 – Land Services
- Task 7 – Procurement Services

1. Task 1 – Task Order Management and Administration

This task includes overall project management and administration services during the planning, environmental assessment, contract review, land services, and procurement phases of the project. Specific services to be performed by Engineer are as follows:

- A. Task Order Setup and Work Plan Development. Engineer will develop a Project work plan that includes the scope, schedule, and budget. Engineer will conduct a virtual overall Project kick-off meeting with the team.
- B. Task Order Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work. Engineer will:
 - i. Administer the Task Order. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
 - ii. Manage Subconsultants. Engineer will monitor subconsultant progress, review/approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee subconsultants' performance.
 - iii. Prepare Project Invoices. Prepare monthly invoices and submit them to the Owner for approval and payment.
- C. Communication and Coordination. Overall project communications and coordination support during the life of this task order will be provided by Engineer. Engineer will utilize Engineer's standard meeting agenda and minutes templates.

2. Task 2 – Meetings and General Coordination

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer, or Engineer's consultant acting on its behalf, will prepare materials for dissemination prior to the meetings. The following meetings are anticipated:

- A. Special Project Meetings
 - i. Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Meeting with the Owner and Subconsultants to review the overall approach to the Work, the schedule by which the work will be prosecuted, and other relevant coordination and management items necessary for a successful outcome.

- ii. Stakeholder Meetings. Engineer will attend and present Project information at one in-person and two virtual meetings of the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC).

B. Third-Party Meetings

- i. Electric Provider Coordination Meetings. Engineer will schedule and lead monthly virtual stakeholder engagement meetings with BOR, WAPA, Central Power, local power co-ops, and other parties identified.
- ii. Environmental Coordination Meetings. Engineer will attend monthly virtual environmental group meetings with environmental staff from BOR, WAPA, and Central Power. It is assumed these meetings are organized by the BOR.
- iii. Additional Stakeholder Meetings. Engineer will coordinate and attend up to two in-person meetings with Sheridan County Commissioners, and two in-person meetings with other Stakeholders identified in the execution of the task order.

C. Team Meetings

- i. BOR Coordination Meetings. Engineer will coordinate every third week virtual programmatic meetings with BOR.
- ii. GDCCD Coordination Meetings. Engineer will coordinate and attend virtual bi-weekly program meetings of the GDCCD engineering team.

3. **Task 3 – Contract Reviews**

Engineer, or Engineer's consultant acting on its behalf, will provide technical review and input to GDCCD regarding applicable agreements with BOR, WAPA, Central Power, and local electrical cooperatives for consistency with the overall programmatic schedule, sequencing, and goals of the Project. Engineer's review is limited to technical and programmatic considerations and is not intended to constitute and shall not be relied upon as legal advice, legal interpretation, or a determination of contractual enforceability. GDCCD, with advice of its legal counsel, shall remain solely responsible for negotiation, legal sufficiency, execution, and acceptance of such agreements. In all agreement reviews identified below, legal review, enforceability, and final acceptance remain the responsibility of GDCCD and its legal counsel.

A. WAPA

- i. Facility Study Agreement Review. Engineer will provide technical and programmatic review of the initial agreement for a facility study for consistency with Project schedule, sequencing, and programmatic goals.
- ii. Construction Agreement Reviews. Engineer will provide technical and programmatic review of the initial WAPA agreement and anticipated amendments for consistency with Project schedule, sequencing, and programmatic goals.

- iii. Service Agreement Review. Engineer will provide technical and programmatic review of the future WAPA service agreement for consistency with Project schedule, sequencing, operations, maintenance, and programmatic goals.

B. Central Power

- i. Construction Agreement Reviews. Engineer will prepare the initial draft of the Central Power and GDCD construction agreement, which is anticipated to be based on the WAPA agreement and related amendments. Engineer will provide technical and programmatic review for consistency with Project schedule, sequencing, and programmatic goals.
- ii. Service Agreement Review. Engineer will provide technical and programmatic review of a future Central Power service agreement for consistency with Project operations, maintenance, schedule, sequencing, and programmatic goals.

C. Electric Power Cooperative

- i. Service Agreement Review. Engineer will provide technical and programmatic review of a future local power cooperative service agreement for consistency with Project operations, maintenance, schedule, sequencing, and programmatic goals.

4. **Task 4 – Design Reviews and Coordination**

Engineer, or Engineer's consultant acting on its behalf, will provide technical and programmatic review of design documents prepared by WAPA and Central Power for consistency with Project schedule, sequencing, facility interfaces, and overall programmatic goals. Engineer's role is limited to review and coordination and does not include design approval or responsibility for designs prepared by others.

A. WAPA

- i. Facility Plan Reviews. Engineer will review the WAPA Facility Plan for consistency with ENDAWS program goals.
- ii. 230-kV Tap Facility. Engineer will review the WAPA 230-kV tap switchyard facility solely for consistency with ENDAWS program goals and not for overall technical adequacy.

B. Central Power

- i. 230-kV Substation. Engineer will review the Central Power 230-kV substation solely for consistency with ENDAWS program goals and not for overall technical adequacy.
- ii. 43.8-kV Transmission Line. Engineer will review the Central Power 43.8-kV transmission line solely for consistency with ENDAWS program goals and overall routing to support potential GDCD irrigation objectives, and not for overall technical adequacy.

- iii. 43.8-kV Distribution Substation. Engineer will review the Central Power 43.8-kV distribution substation for consistency with ENDAWS program goals and conformance with the BWTP campus site plan, recognizing the substation will be co-located on the BWTP site.

C. Electric Power Cooperative

- i. Engineer will provide technical and programmatic review of future local power cooperative designed facilities solely for consistency with ENDAWS program goals and not for overall technical adequacy.

5. **Task 5 – Environmental Assessment**

Engineer, or Engineer's consultant acting on its behalf, will provide services to complete an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA), environmental and cultural resource field studies and reports, and permitting, for a 22- to 25-mile transmission line and two substations: one in Burleigh County and the other in Sheridan County. BOR would act as the lead federal agency with WAPA acting as a cooperating agency for NEPA.

The Engineer's work under this task will be as follows:

A. Critical Issues Analysis

- i. Review publicly available data sources as well as data provided through data use agreements with local agencies or through permits held by Engineer's consultant to identify potential limitations that may affect the design or constructability of the project. This analysis will include the national wetland inventory dataset, national hydrology dataset, landcover, FEMA floodplain, protected lands, soils, cultural and historic resources, critical habitat, and state and federally listed species.
- ii. Review local, state, federal, tribal, railroad, and similar permitting and approval requirements. Develop a permitting matrix identifying anticipated permits and approvals required for construction and operation of the proposed project as well as zoning requirements. The permitting matrix will identify the issuing agency, triggering mechanism, application requirements, approval timeline, application fees, shelf life, and any other applicable information.
- iii. Assumptions
 - (a) The study area will include a general corridor developed in coordination with the project team.
 - (b) Analysis will be limited to publicly available data or data acquired through existing data use agreements.
 - (c) Assumes one round of review and revision.
 - (d) Excludes species or habitat mitigation.
 - (e) Excludes fieldwork or site visits.
 - (f) Excludes preparation of any permits.

B. Threatened and Endangered Species Review

- i. Desktop Review. Engineer will conduct a review of the study area to determine the presence of any listed, threatened, or endangered species or designated critical habitats. Engineer's consultant will begin the process with a desktop review consulting databases and prior studies to identify any at-risk species potentially present.
- ii. Field Surveys. A field survey will be completed to identify threatened and endangered species' presence and potential habitat within and near the proposed power supply facilities.
 - (a) Raptor Survey. In addition, raptor nests will be documented from a line-of-sight survey from within the facility sites. Should potential nests be identified, further analysis will be completed from public right of ways, if access permission is not granted from landowners, to evaluate nest activity and species occupying the nest.
 - (b) Dakota Skipper Survey. A habitat survey will be performed for the Dakota Skipper. Should a determination be made that the project may potentially impact the Dakota Skipper, a specialist will be required to determine species presence. This determination is not included in this Task Order.
 - (c) Tree Survey. Trees greater than 3-inch diameter at breast height within the four facility sites, which are suitable for northern long eared bat nesting and roosting, will be counted and recorded for consideration of impacts during construction.
- iii. Prepare a Biological Assessment (BA) analyzing potential impacts the project may have on threatened and endangered species based on available research and collected field data. The BA will be submitted to the BOR for use of Section 7 consultation with the US Fish and Wildlife Services (USFWS), if necessary.
- iv. Assumptions
 - (a) Assumes no impact on protected species will occur.
 - (b) Assumes a BA will be required by the BOR.
 - (c) Assumes one round of review for the BA.
 - (d) Assumes survey permissions will be coordinated to allow the surveys to be completed within a single field period.
 - (e) Does not include development of mitigation measures.
 - (f) Does not include presence/absence surveys for listed species.
 - (g) Does not include construction or post construction monitoring for Threatened or Endangered Species or Raptors.

C. Wetland Delineation

- i. Data Collection. Provide National Wetland Inventory (NWI) Maps, aerial photography, soil survey data, and topographic maps for use during field surveys.

- ii. Field Wetland Delineation. Field wetland delineation will be completed in accordance with the USACE 1987 Wetland Delineation Manual and the Great Plains Regional Supplement. A wetland delineation report will be submitted to the USACE with a request for jurisdictional determination.
- iii. USFWS Wetland Easements. Coordinate with the USFWS regarding the locations of wetland basins that fall under USFWS easement. Accompany the USFWS into the field to map the boundaries based on the USFWS identification of the boundary. Data will be incorporated into a GIS database for avoidance purposes.
- iv. Assumptions
 - (a) Wetland Delineation. Complete field wetland delineations within the four facility sites.
 - (b) Data Collection. Provide NWI Maps, aerial photography, soil survey data, and topographic maps for use during field surveys.
 - (c) Field Wetland Delineation. Field wetland delineation will be completed in accordance with the USACE 1987 Wetland Delineation Manual and the Great Plains Regional Supplement. A wetland delineation report will be submitted to the USACE with a request for jurisdictional determination.
 - (d) USFWS Wetland Easements. Coordinate with the USFWS regarding the locations of wetland basins that fall under USFWS easement. Accompany the USFWS into the field to map the boundaries based on the USFWS identification of the boundary. Data will be incorporated into a GIS database for avoidance purposes.

D. Cultural Resources Review and Permitting

- i. Class I Literature Search. Conduct a Class I literature review of site and manuscript files at the North Dakota State Historic Preservation Office (SHPO) prior to fieldwork, to identify what sites are currently known in the 1-mile buffer of the study area, known as the Class I study area. The results will be used during fieldwork to complete the Class III cultural resource inventory and will be included in a preliminary Critical Issues Analysis.
- ii. Class III Inventory. Perform a cultural resource inventory to Class III standards within the Area of Potential Effect (APE) for each of the power facilities. The inventory will be conducted utilizing a series of pedestrian transects spaced not more than 50 feet apart. All cultural resources encountered will be recorded and site forms submitted to SHPO for assignment of a Smithsonian Institution Trinomial System (SITS) number. Data collected during these field surveys will be incorporated into a final report and submitted to the BOR for coordination with SHPO.
- iii. Assumptions
 - (a) No more than 300 previous surveys and previously recorded cultural resources will be in the Class I study area data from SHPO.
 - (b) No more than five cultural sites are anticipated either newly recorded or updated (not to include architectural sites).

- (c) No more than 20 shovel probes will be needed (additional shovel probes may increase costs).
- (d) A single round of comments on the draft report.
- (e) Excludes site testing, evaluation, and mitigation.
- (f) Excludes tribal participation/coordination.

E. NEPA Environmental Assessment (EA)

- i. Environmental Assessment Kick-Off and Scoping. Prepare and distribute a scoping package to local, state, and federal agencies in coordination with the BOR to kick off the NEPA process. The scoping package will include a brief informational letter and project location map. Agencies will be given a 30-day period to respond with comments. Comments received will be addressed, as necessary, by the Engineer and included in the EA.
- ii. Purpose and Need Statement. Develop a Purpose and Need Statement to guide the EA in compliance with NEPA requirements. The Purpose and Need Statement will establish the foundation for evaluating alternatives against the project's objectives. A draft of a Purpose and Need Statement will be prepared and circulated for agency review.
- iii. Draft Environmental Assessment Report. Prepare a Draft EA with the BOR as lead agency and WAPA as a cooperating agency in compliance with applicable regulations and guidance. It is assumed the EA will analyze the no-action and proposed action only. The EA will document the potential social, economic, and environmental baseline as well as impacts of the proposed project and evaluate alternatives to meet project goals. Primary chapters will include Purpose and Need, Alternatives, Affected Environment and Environmental Consequences, and Public and Agency Involvement. Coordinate with BOR, WAPA, and other stakeholders to facilitate compliance with relevant federal, state, and local requirements. Key activities will include project scoping, data collection, and technical analyses related to the public, natural and built environment. The Draft EA will be submitted to BOR and WAPA for one round of concurrent review.
- iv. Final Environmental Assessment Report. After the Draft EA Report comments are received, prepare a Final EA for signature by BOR and WAPA. Following the 30-day public comment period for the Final EA, prepare a Final Environmental Document. The Final Environmental Document will consist of a cover sheet, summary of agency and public comments received on the EA and department responses, and errata to the EA (if applicable). It is also assumed to include a request for a Finding of No Significant Impact (FONSI) to be issued by BOR and WAPA. The Final Environmental Document will be submitted to BOR and WAPA for one round of concurrent review. The document will then be submitted to the BOR for evaluation and determination of no significant impact.
- v. Administrative Record. Develop and maintain an Administrative Record (AR) for the EA per NEPA requirements and applicable regulations. This includes collecting,

organizing, and cataloging relevant documents such as technical reports, correspondence, public notices, and meeting records.

vi. Assumptions

- (a) Assumes approximately 30 agencies.
- (b) Agency comments will be incorporated into the EA.
- (c) Excludes follow-up meetings with agencies.
- (d) Assumes EA is the appropriate NEPA class of action.
- (e) Excludes preparation of an Environmental Impact Statement (EIS).
- (f) Assumes all documents undergo one round of concurrent review and revision by all parties.
- (g) Assumes one build and one no-build alternatives are carried forward for analysis in the EA.
- (h) Excludes individual Section 4(f) evaluation.
- (i) Excludes additional public comment periods beyond the 30-day review.
- (j) Excludes participation in, or preparation for, public meetings

6. **Task 6 – Land Services**

Engineer, or Engineer's consultant acting on its behalf, will assist WAPA and Central Power in obtaining property and easements necessary to construct the BWTP power supply's switchyard, substations, and transmission line.

A. Land Acquisition

- i. WAPA 230-Kv Tap Site. This is estimated to be a 20-acre site in Burleigh County.
- ii. Central Power 230-Kv to 48.3-Kv Substation Site. This is estimated to be a 10-acre site in Sheridan County.

B. Easement Acquisition

- i. Central Power 48.3-Kv Transmission Line. Work directly with Central Power and its real estate administrator to gather and assist with right-of-way (ROW) tasks. Central Power will provide a tentative transmission line route map as a kmz file to begin gathering landowner tax statements. At the same time, ROW staff will be tasked with compiling and analyzing sales data for the project area and create a Land Value Analysis Report. The report will show sales data in the area that will be used to calculate the per-acre value for the purchase of switchyard/substation property as well as the value for easement acquisition. The report will be presented to project stakeholders for review and approval.
- ii. The ROW team will complete online and in-courthouse title searches in Sheridan and Burleigh Counties. Title searches will include the vesting deeds, road deeds, and easements for road ROWs as well as utility easements going back 80 years. Prior history research will not be collected unless directed by Central Power and Garrison Diversion, which will be considered Additional Services.

- iii. Central Power has requested that this project follow their standard processes with consultant conducting first initial landowner contacts to gather ownership, tenant, and property information. Consultant ROW staff will work with GIS staff to create and maintain the PinPoint parcel database and dashboards, which will be available for review by stakeholders. The information gathered during landowner contact will be entered into the PinPoint dashboard.
- iv. ROW staff will work with Central Power and their contract teams regarding survey and engineering tasks when creating Master Drawing, which includes road ROW limits, utilities, and additional survey data such as water, fence lines, etc., along the proposed transmission line route. Consultant will use Master Drawing to document data and create the parcel specific tie maps for each landowner.
- v. At this time, consultant ROW staff will draft the easement documents, calculate easement acres for landowner compensation, and assemble each parcel folder. Upon completion, ROW staff will send documents to Central Power to begin landowner negotiations. This task will be completed by Central Power unless consultant assistance is requested.
- vi. Assumptions
 - (a) Excluded landowner negotiations, Central Power to conduct unless otherwise requested.
 - (b) Central Power will provide a project need description to communicate to landowners during first initial contact.
 - (c) Assume agent to work directly with all stakeholders regarding road crossings, zoning, and permit approvals.
 - (d) Consultant to provide construction liaison during construction period on an as-needed basis.
 - (e) Consultant will complete construction and restoration damage negotiations.
 - (f) Attend virtual project team meetings to provide updates.

7. Task 7 – Procurement Services

Engineer will provide evaluation and support services related to procurement of long-lead electrical equipment needed to support the BWTP power supply work. Services under this task are intended to assist WAPA, Central Power, and GDCD in identifying procurement considerations for major equipment with extended lead times. Equipment compliance with Build America, Buy America (BABA) requirements will be evaluated, recognizing that waivers are not assumed. Procurement details will continue to be refined as the work progresses.

- A. BABA Impact Evaluation & Strategy. Engineer will evaluate procurement of long-lead electrical equipment for potential BABA compliance considerations and related procurement impacts. This evaluation may include review of known equipment sourcing limitations, identification of items that may present challenges for BABA compliance, and support to GDCD and WAPA in developing an overall procurement approach consistent with funding requirements. Engineer's services under this subsection are limited to

evaluation and support and do not include legal interpretation or a guarantee of BABA compliance or waiver availability.

- B. Procurement Assistance. Engineer will provide support to GDCC and WAPA in development of procurement documents and procurement bids for long-lead electrical equipment, as requested, to facilitate early procurement consistent with Project schedule and programmatic goals. Services may include assistance with defining procurement packages, technical procurement requirements, and review support during procurement. Engineer's role is limited to evaluation and support and does not include responsibility for final procurement decisions, contract award, or supplier performance.

V. SPECIAL SERVICES

None this Task Order.

VI. DELIVERABLES

The following deliverables will be furnished under this Task Order. Documents or deliverables not included in the list below will be provided as Additional Services as authorized by the Owner. Unless noted otherwise, deliverables will be in the form of electronic pdf files.

1. Task 1 – Task Order Management and Administration
 - A. Task order work plan,
 - B. Monthly engineering invoices, and
 - C. Periodic progress reports.
2. Task 2 – Meetings and General Coordination
 - A. Project information for presentation/handout during stakeholder meetings
3. Task 3 – Contract Reviews
 - A. Written review comments of each agreement
4. Task 4 – Design Reviews and Coordination
 - A. Written review comments of each design deliverable
5. Environmental Assessment
 - A. Critical Issues Analysis
 - i. Critical Issues Analysis memo including maps, identified resource writeup with permit matrix (PDF format).
 - ii. GIS shapefiles of data findings used to create exhibits can be provided at the request of the Client.
 - B. Threatened and Endangered Species Review
 - i. GIS shapefiles and pdf maps of known species observations and field delineated habitat.

- ii. Biological Assessment.
- C. Wetland Delineation
 - i. GIS shapefiles of mapped resources.
 - ii. Wetland Delineation Report.
 - iii. Section 404 Nationwide Permit.
- D. Cultural Resources Review and Permitting
 - i. Class III Cultural Resources Report (PDF format)
- E. NEPA-Environmental Assessment
 - i. SOV letters, project location map, and SOV mailing list
 - ii. Purpose and Need Statement
 - iii. Draft EA
 - iv. Final EA
 - v. Final Environmental Document
 - vi. Administrative Record
- 6. Task 6 – Land Services
 - A. Land value analysis for substation and easement acquisition
 - B. Individual parcel folders with all landowner title information
 - C. Create parcel specific tie maps
 - D. Landowner communication records
 - E. Special considerations form noting property items for construction crews
 - F. Easement payment memorandum and W-9 form
 - G. Damage and restoration claims
 - H. Road crossing permits for each affected authority
 - I. Create database and initial landowner contact notes to gather owner, tenant, and property information
- 7. Task 7 – Procurement Services
 - A.

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope of work, an amendment to this Task Order or execution of a separate Task Order with the new work will be necessary. The following items are specifically excluded from Basic and Special Services:

1. There are no known hazardous materials or hazardous environmental site conditions in the construction area. If any hazardous conditions are encountered during construction, professional services necessary are considered Additional Services.

VIII. SPECIAL RESPONSIBILITIES OF OWNER OR OTHERS

1. Lead landowner communication and coordination efforts with assistance provided by Engineer or its consultant, as requested.
2. Coordinate with and inform regulatory and permitting agencies, as applicable, of the BWTP { power supply goals and objectives along with its location and route.
3. Property and easement acquisition costs are the responsibility of others.
4. County filing fees for easements and property acquisition are the responsibility of others.
5. Payment of all permit application fees.

IX. FEE

The total fee for Basic Services provided under this Task Order is Six Hundred Ninety-Eight Thousand Dollars (\$698,000).

A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

X. PERFORMANCE SCHEDULE

This Task Order will be completed by June 30, 2028.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008, and as amendment is incorporated by reference.
2. Attachment A – Engineering Fee Worksheet

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Consultant Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

By: _____
Duane DeKrey, General Manager
Garrison Diversion Conservancy District

By: _____
Paul Boersma, Vice President
Black & Veatch Corporation

Dated: _____

Dated: _____

CONSTRUCTION MANAGER AT-RISK PROCUREMENT

Request for Proposals

Water Treatment and Pumping Facilities
associated with the
Red River Valley Water Supply Project

GARRISON DIVERSION CONSERVENCY DISTRICT
CARRINGTON, NORTH DAKOTA

October 1, 2026

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DRAFT

Request for Proposals

1 Background

1.1 Introduction

The Red River Valley Water Supply Project (RRVWSP) is being constructed in North Dakota to provide water to eastern North Dakota. The Project described in this Request for Proposals (RFP) is part of the RRVWSP. The Garrison Diversion Conservancy District (Garrison Diversion) (Owner) is leading the project on behalf of the State of North Dakota. Local communities who will receive water participate in the Project through the Lake Agassiz Water Authority (LAWA). While Garrison Diversion will contract the work, the State of North Dakota and LAWA have financial oversight responsibilities. The U.S. Bureau of Reclamation is expected to play an advisory role due to Federal funds appropriated to the Project.

Garrison Diversion has issued this one-step solicitation for a water treatment and pumping station construction project and invites responses from interested parties to this RFP. As a one-step process, qualifications and pricing are included in this solicitation. As part of this solicitation, the Owner expects to interview select firms.

The capitalized terms in this RFP have the meanings as first used in the text of this RFP and/or as defined in Attachment A (Definition of Terms).

The objective of the RRVWSP is to provide a secure, secondary source of municipal drinking water for eastern North Dakota during times of severe drought and to help foster economic development. To achieve this objective, the RRVWSP will take water from the Missouri River via the McClusky Canal, treat the water to remove or inactivate potentially aquatic invasive species with a Biota Water Treatment Plant (BWTP), and pump the treated water via a 125 mile long 72-inch diameter pipeline to an outfall on the Sheyenne River. The RRVWSP is designed to pump, treat and convey up to 110 million gallons per day (165 cubic feet per second) of flow. The pipeline portion of the RRVWSP is being constructed under other contracts and is not considered part of this Project, except for startup as described later.

For the purposes of this RFP, the Project will include the water intake, the BWTP, pumping facilities which are co-located with the BWTP, water storage reservoirs, and other chemical feed and flow control structures. The Project is more fully described in Section 2.

The overall cost of these facilities included in the Project is estimated to be \$300M, not including the pipeline cost. It is expected that the Project will be constructed in a phased construction approach from 2027 to 2032. Startup of the entire RRVWSP is expected in 2033. The facilities included in the Project are currently at a preliminary level of design completion and the Preliminary Design Report is available. The 125-mile pipeline is fully designed and approximately one half of the pipeline is constructed or under construction. Construction of the remaining half of the pipeline will be completed by 2032, but the construction is outside the scope for the CMAR responsibilities associated with this Project.

Firms interested in providing Construction Manager At-Risk (CMAR) services for the Project should submit their proposal according to the requirements set forth in this RFP, including the format and content guidelines in Section 5. Proposals will be reviewed, evaluated, and ranked using a best-value selection process, as described in Section 6, for award of the CMAR Contract, which is provided as RFP Attachment C (Draft CMAR Contracts and General Conditions).

The Project is to be designed and constructed using the CMAR delivery method. The CMAR scope is summarized below and described more fully in Attachment B (Scope of CMAR Services).

- **Phase I - Preconstruction Phase Services:** Provide the services described in Attachment B in support of design development provided by the Owner's Design Engineer. During Phase I, the Design Engineer will advance the design to the level of completion necessary for project definition with 60% and 90% completion milestones and final documents ready for construction. The CMAR will prepare a construction sequencing plan, provide value engineering, provide cost estimating services, develop project schedules, and conduct constructability reviews during the Preconstruction Phase. The CMAR will prepare a GMP Amendment at the 60% final design completion milestone. The Owner and CMAR will then negotiate and finalize the CMAR contract.
- **Phase II - Construction Phase Services:** Assuming a final GMP is agreed upon during Phase I and a final CMAR contract is entered into by the CMAR and Owner, the CMAR will assume the general contractor role and provide further design review, procurement of subcontractors and vendors, self-performance of certain elements of the construction (where permitted and at the Owner's permission), and full construction and commissioning until the Project is completed and fully functional.

Phase II services will include startup of the overall RRVWSP. The pipelines will be turned over to the CMAR at startup so the entire system can be started up. The pipelines will have passed a hydrostatic test under a previous contract and been accepted by the Owner as meeting design and construction criteria before turn-over to the CMAR.

Startup will include an integrated team of the operators provided by the Owner, the Design Engineer, and the CMAR. The CMAR's responsibility will primarily be for functional testing. A detailed responsibility matrix between the Owner, Design Engineer and CMAR will be developed during the final design.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be electronically transmitted to Proposers. It is each Proposer's responsibility to obtain all RFP addenda prior to submitting its Proposal. The contents of the RFP Attachments take priority over any conflicting statements in the RFP Sections. Certain project background documents are being made available such as Attachment D (Index of Project Background Documents) for the purpose of preparing Proposals. The Owner is providing these documents only for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which the CMAR may rely on such background documents is set forth in Attachment C (Draft CMAR Contracts and General Conditions).

In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

1.2 Owner's Goals and Expectations

The Owner's goals for the CMAR are as follows:

- **Reduce Cost:** Minimize capital and life-cycle costs by contributing to the design process at the 60% and 90% level of design completion.
- **Reduce Schedule:** Provide real-time market insight to help the design team be aware of any market conditions or forces that may affect schedule. The Owner expects to shorten the expected schedule based on a design-bid-build process by up to one year through use of the CMAR.
- **Reduce Risk:** Achieve an optimal balance of risk allocation between the Owner and the CMAR.
- **Improve Collaboration:** Minimize construction conflicts and optimize the design.
- **Improve Quality:** Prepare for and be an active participant in each design submittal review meeting.

- **Integrated and Seamless Project Start up and Commissioning:** Achieve full system test and mechanical completion within the agreed upon project schedule(s). The Project Start up and Commissioning will include using the 125 miles of pipeline constructed under separate contracts for the conveyance and discharge of water.
- **Improve Safety:** Implement an effective safety program incorporating best industry practices.

By selecting the CMAR delivery method for this Project, the Owner expects the CMAR to collaborate closely with the Owner and its Design Engineer to achieve the Owner's objectives at a mutually agreeable GMP for delivery of the Project.

2 Project Overview

2.1 Project Description

Summary of the Overall Red River Valley Water Supply Project

The objective of the RRVWSP is to provide a secure, supplementary source of municipal drinking water for eastern North Dakota during times of severe drought and help foster economic development. To achieve this objective, the RRVWSP will remove water from the Missouri River via the McClusky Canal, treat the water to remove or inactivate potentially Aquatic Invasive Species with a Biota Water Treatment Plant (BWTP), and pump the treated water via a 125 mile long 72-inch diameter pipeline to a discharge on the Sheyenne River. The RRVWSP is being designed to pump and treat up to 110 million gallons per day (165 cubic feet per second) of flow. The pipeline and discharge structure on the Sheyenne River are being constructed under other contracts and is not considered part of this Project, except for startup. Figure 1 shows the layout of the RRVWSP in North Dakota. Figure 2 shows a conceptual hydraulic profile for the entire RRVWSP, including the facilities included in this Project. The Snake Creek Pumping Plant is shown on Figure 2 to show the source of water but is not included in this Project. Figure 3 shows the location of the BWTP site in relation to McClusky, ND. Figure 4 shows the BWTP site, the BWTP building footprint, and the site access roads. The intake, BWTP, and pumping facilities will be located near McClusky, ND

Materials in Attachment D will be provided to proposers who have notified Garrison Diversion of their intent to submit a proposal.



Figure 1 – Layout of the Overall Red River Valley Water Supply Project

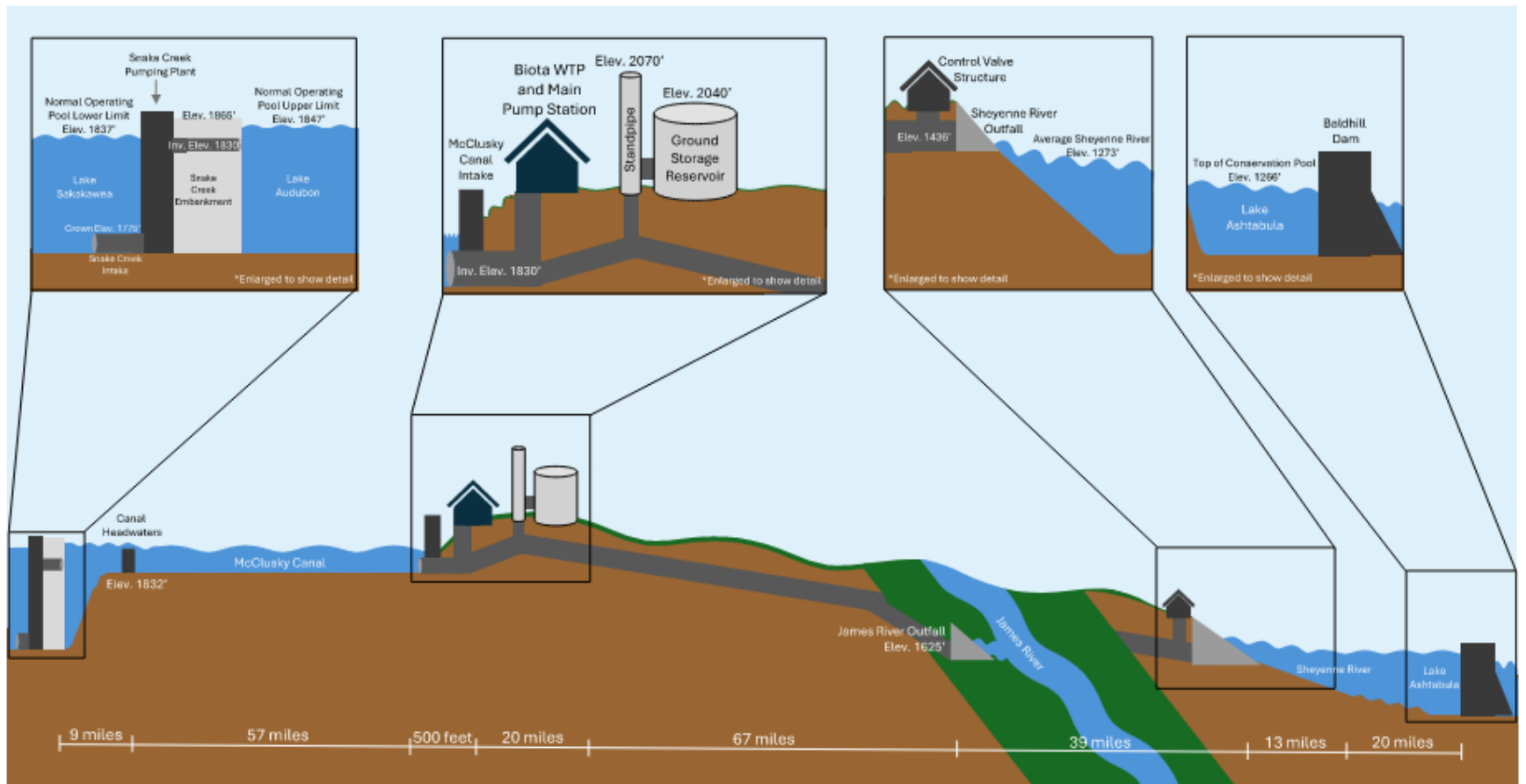


Figure 2 – Conceptual Hydraulic Profile of the Red River Valley Water Supply Project

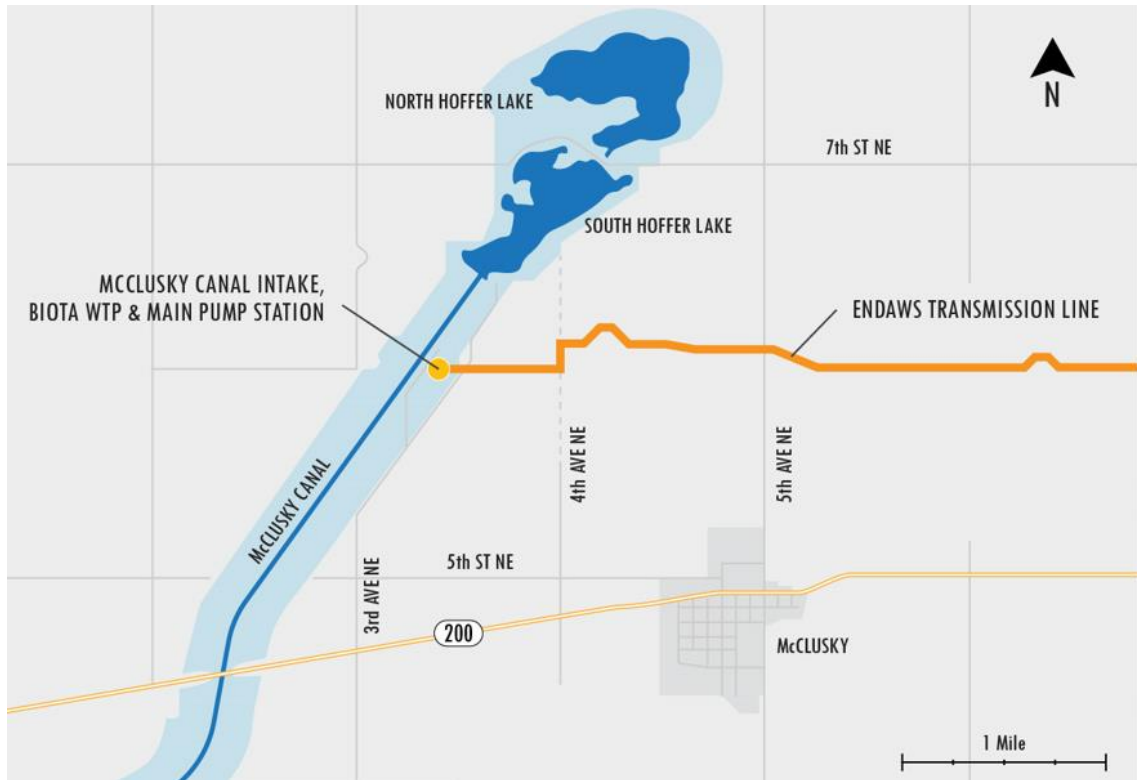


Figure 3 Relationship of the BWTP Site to McCluskey, ND



Figure 4 – BWTP Site, BWTP Building Footprint and Access Roads.

Summary of the Work Included This Project

Table 1 summarizes the facilities to be built as part of the CMAR's responsibilities and the anticipated time for construction. The facilities included in this Project are at a preliminary level of design completion. However, early preparatory site work is under construction including mass site grading work for the BWTP site, the access roads to

the BTWP (shown on Figure 4), and an approximately 44-foot wide by 85-foot-deep wet well under the BWTP. These features will be turned over to the CMAR upon construction completion in later 2027. The final design of the McClusky Canal Intake, the connecting tunnel between the intake and the wet well of the BWTP, and the finish lining of the wet well will be at 90% design when CMAR contractor is selected. It is expected that the construction of these project elements will be assigned to the CMAR and included in the 60% GMP developed by the CMAR.

Table 1 –Summary of Facilities to be Constructed Under this Project

Facility	Description	Approximate Construction Years
McClusky Canal Intake	Approximately 120-feet long by 20-feet wide concrete intake on the side of the McClusky Canal with intake screens.	2027-2028
McClusky Canal Intake Pump Station	Four low service and four high service pumps located in the wet well with a combined HP of 3,400 HP. The pump station is located within the BWTP.	2028-2032
BWTP	An approximately 100,000 square foot building to provide for particulate settling, UV disinfection and chemical disinfection of the raw water. Building includes administrative and office areas.	2028-2032
Main Pumping Station	Low service and high service pumps with a combined HP of 11,400 HP. The pump station is located within the BWTP.	2028-2032
Standpipe	One approximately 20-foot circular standpipe, approximately 60 feet tall used to create a hydraulic break in the pipeline. Standpipe is co-located with the Ground Storage Reservoirs.	2031-2032
Ground Storage Reservoirs/Ammonia Injection.	Two 5-million gallon above ground storage reservoirs, located approximately 20 miles east of the BWTP. Adjacent ammonia injection system to inject ammonia for the conversion of chlorine to chloramines	2031-2032
Control Valve Structure	A control valve structure including approximately six sleeve valves near the discharge structure that will be used to reduce pressure at the discharge and control flow through the system.	2032

2.2 Project Scope

Additional information specific to the CMAR's scope is provided in Section 3 and Attachment B of this RFP.

2.3 Project Budget and Funding

The Project construction cost is estimated to be \$300 million. Funding is being provided by a combination of local, state, and federal funding. State funding is provided on a biennium basis as the North Dakota Legislature authorizes money for the project. Between local, state, and federal funding, there is expected to be approximately \$265 million in available funding per biennium for the next three biennium for the construction of the RRVWSP.

The project is expected to receive federal funding through the U.S. Bureau of Reclamation. All construction related efforts, not limited to procurement, labor, equipment, and materials, must fully comply with all state and federal funding requirements including the Build America, Buy America Act (BABAA) provisions.

CMAR will be required to fully comply with funding requirements as GMPs are developed for the Project.

2.4 Project Permits and Approvals

CMAR will be required obtain the required construction permits. The Owner and Design Engineer will provide assistance with permitting process. The Owner has typically managed permitting discussions and communications with local and state agencies. The Owner has obtained all required federal and state environmental permits for the project (e.g. wetlands, endangered species, historical and cultural resources). Because the federal government is providing funding, there will be a range of environmental compliance requirements associated with construction, and these requirements will be provided to the selected CMAR. The Owner has purchased all property required for construction and has obtained easements where required.

2.5 Project Schedule

Table 2 illustrates the currently anticipated overall Project schedule.

Table 2 – Project Schedule

Critical Task	Approximate Date
RFP Released for CMAR	October 1, 2026
Mandatory Pre-Proposal Meeting	October 20, 2026
CMAR Proposals Due	November 6, 2026
Notification of Short-Listing	December 4, 2026
CMAR Interviews	January 11-15, 2027
CMAR Selection/Owner Approval	January 22, 2027
Notice of Award – Phase I	January 29, 2027
Owner – Phase 1 Preconstruction Services Contract Negotiations/Award of Contracts	February to March, 2027
Notice to Proceed	April 1, 2027
Phase I Kickoff/Chartering Meeting	April 15, 2027
CMAR Review of PDR and submittal of Baseline Cost and Schedule	June 15, 2027 (60 days after Kickoff/Chartering Meeting)
Value Engineering Workshop	July 15, 2027, (90 days after Kickoff/Chartering Meeting)
Owner Concurrence with CMAR Recommendations for Construction Schedule, Bid Packages, and Procurement of Long Lead Time Equipment	August 13, 2027 (120 days after Kickoff/Chartering Meeting)
60% Design Submittal by the Design Engineer	November 1, 2027
60% Design Review, Cost Estimate, Constructability Review and Schedule Update	December 1, 2027 (30 days after 60% Design Submittal)
60% GMP Amendment Bidding and Submittal Due.	January 14, 2028 (75 days after 60% design submittal)
Award of 60% GMP Amendment CMAR Construction Contract	March 1, 2028
Start of Early Out Construction and Procurement of Long Lead Time Equipment	March to June, 2028
90% Design Submittal by Design Engineer	June 1, 2028
GMP Amendment	July 7, 2028
Substantial Completion	October 2032

Critical Task	Approximate Date
Commissioning/Final Completion	October 2033

3 CMAR Services

3.1 General

RFP Attachment B (Scope of CMAR Services) includes a detailed description of the Phase I – Preconstruction Phase Services and a preliminary scope of CMAR services for Phase II – Construction Phase Services.

The scope of CMAR Phase I Preconstruction Services will be the basis for the Phase 1 fee submittal, which shall be submitted in accordance with RFP Section 5.3.11, and RFP Attachment E (Pricing Information Form).

3.2 Roles and Responsibilities

Table 3 below summarizes the roles and responsibilities of the Owner and CMAR to ensure Project success.

TABLE 3 – Delineation of OWNER and CMAR Responsibilities

Role	Owner	CMAR
Project Management	• Make day-to-day decisions • Approve design and construction plans • Manage contracts with Owner, Design Engineer, and CMAR • Provide Project funding • Approve scope changes	• Provide single point of contact with the Owner's Project Manager for construction-related items • Develop and implement Project management and quality management plans • Management budgets and invoicing to the Owner • Perform risk management and mitigation activities • Establish and maintain change order management plan • Develop and implement Project health and safety practices • Facilitate resolution of Project issues and challenges

Role	Owner	CMAR
Preconstruction Services (Phase I)	• Manage interface between design and construction teams • Review Phase I deliverables and submissions • Furnish existing studies and data including record drawings, preliminary studies, etc. • Provide access to site/easements • Obtain government approvals and permits for which the Owner is responsible • Review Phase II Construction Price Proposals; negotiate Phase II Construction Price Amendments in • good faith	• Review Designer's Preliminary Cost Estimate and provide an independent cost estimate based on the preliminary design and update the cost estimate at the 60% and 90% designs • Conduct a value engineering exercise to identify potential cost saving ideas. • Prepare and maintain a Project schedule based on the preliminary design and update the project schedule during the 60% and 90% design. • Develop and maintain a risk register. • Provide constructability input during Phase I • Prepare equipment and subcontract procurement plan • Develop Phase II Construction Price Proposals, negotiate Phase II Construction Price Amendments in good faith • Provide additional Owner-requested, Project-specific services necessary for Project success.

Role	Owner	CMAR
Construction Services (Phase II)	• Participate in construction Project meetings • Monitor construction activities • Coordination of engineering services during construction • Ensure timely responses to construction submittals and RFI responses (e.g., submittals, requests for information, notices, etc.) as defined in the contract	• Deliver constructed Work • Manage self-performing and subcontracted Work • Manage craft labor • Manage submittal and Request for Information (RFI) processes • Maintain site safety and security • Coordination with Design Engineer • Obtain government approvals and permits for which the CMAR is responsible • Provide warranty coverage for constructed Work
Commissioning and Startup (Phase II)	• Participate in the early development of the facility commissioning plan with responsibilities clearly delineated • Manage Design Engineer's preparation of facility O&M manual • Engage meaningfully in commissioning, startup, and training activities and prepare for hand-off from CMAR	• Work cooperatively with Owner and Design Engineer for startup and commissioning. • Work primarily on functional testing of facility equipment • Provide timely and complete submission of manufacturer's equipment O&M materials • Provide an overall Facility O&M Manual

Roles and responsibilities are more fully described in RFP Attachment B (Scope of CMAR Services) and RFP Attachment C (Draft CMAR Contracts and General Conditions).

4 Procurement Process

4.1 Acknowledgment of RFP and Proposer Representative

Complete digital RFP Documents are available for download at www.questcdn.com. You may download the digital documents for \$50 by inputting Quest Project No. 9923883 on the website's project search page. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free registration, downloading, and working with this digital project information.

4.2 Communications and Owner Contact

On behalf of the Owner, Kurt Ronnekamp, Program Manager, will act as the sole point of contact for this RFP and shall administer the RFP process. All communications shall be submitted in writing, or by email, and shall specifically refer to this RFP. All questions or comments should be directed to the Program Manager, contact as follows:

Kurt Ronnekamp, PE
Program Manager
Black & Veatch
8880 Ward Parkway, Suite 400
Kansas City, Missouri 64114
Phone: +19134583571
Email: RonnekampKA@bv.com

No contact with Owner staff or any public officials concerning the Project during the procurement process outside of formal procurement meetings herein is allowed. A violation of this provision may result in disqualification of Proposer.

4.3 Procurement Schedule

The procurement schedule and Project Schedule are shown above in Table 2.

4.4 Mandatory Pre-Proposal Meeting and Site Tour

A mandatory pre-proposal meeting will be held at 10:00 am on October 20, 2026, at the Owner's Maintenance Shop in McClusky, North Dakota and will be followed by a site tour of the BWTP site. The site is adjacent to the Garrison Diversion Maintenance Shop. Attendees will have the opportunity to tour the Project site to familiarize themselves with site conditions and constraints. Proposers shall advise the Owner contact by October 15, 2026, of the names of individuals who will attend the pre-proposal meeting and site

tour. An address and additional details regarding the pre-proposal meeting will be provided to those attending.

4.5 Proposals

Each Proposal should be prepared simply and provide a straightforward and concise description of the entity and the entity's ability to perform the required CMAR services. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Project and the Owner's needs. Vague statements will be viewed unfavorably.

4.6 Modifications to Proposals

Proposals submitted to the Owner may be modified in writing at any time before the due date. Any modifications to a Proposal must be signed by the person or officer of the entity authorized to do so.

5 Proposal Submission Requirements

5.1 Submittal Place and Deadline

Proposal (one complete hard copy and one pdf) must be submitted no later than 5:00 pm central time, **November 6, 2026**, and addressed to:

Mr. Kip Kovar
District Engineer
Garrison Diversion Conservancy District
401 US-281
Carrington, ND 48421

In accordance with State law, Proposals are a public record and are subject to public review upon request. However, a Proposer may request that any part of its Proposal be designated a protected record and not available for public release. To do this, Proposers must provide the Owner with a written claim of business confidentiality and a concise statement of reasons supporting this claim. This information must be submitted together with the Proposal to be considered.

The Owner reserves the right to request a Proposer to clarify any part of its Proposal. Response to such requests must be made in writing and will become part of the Proposal. Unsolicited supplementary information and materials received after the Proposal deadline will not be considered. All Proposals, including electronic media, will become and remain the property of the Owner.

Each Proposer assumes full responsibility for timely delivery of its Proposal. **Any Proposal received after the submittal deadline will be deemed nonresponsive.**

5.2 Submission Format

The Proposal shall be formatted as follows:

- **Page limit:** The Proposal must not exceed 35 total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. The Proposal may include up to four 11 × 17 trifold format pages.
- **Electronic version:** The submitted PDF must contain bookmarks for each section listed in Section 5.3.

- **Front Cover:** Proposal front cover shall be labeled with the following information:

Proposer Name

Project Title – **Proposal for CMAR Services for Water Treatment and Pumping Facilities associated with the Red River Valley Water Supply Project**

Date of Submittal

5.3 Submission Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the CMAR's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter
- Part 1—Executive Summary (3-pages)
- Part 2—CMAR Profile and Key Firms (5 pages)
- Part 3—Project Team Structure and Key Personnel (5 pages)
- Part 4—Relevant Project Experience (5 pages)
- Part 5—Project Approach (15 pages)
- Part 6—Phase I Fee and Rate Proposal and Phase II Contract Mark-up (2 pages)
- Appendix A—Not Used
- Appendix B—Supporting Financial, Safety, and Company Documentation
- Appendix C—Resumes
- Appendix D—Pricing Information and Forms
- Appendix E—Bonding and Insurance Letters
- Appendix F—Current and Recent Litigation and Legal Matters

5.3.1 Transmittal Letter

Proposers must submit a transmittal letter (two-page maximum) on the Proposer's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number, and email address for the Proposer contact and must specify who would be the CMAR's signatory to any contract documents executed with the Owner. The transmittal letter must also affirm receipt of all addenda. The transmittal letter may include other information deemed relevant by the Proposer.

5.3.2 Part 1—Executive Summary

The executive summary must include a concise overview of the key elements of the Proposal. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

5.3.3 Part 2—CMAR Profile and Key Firms

A detailed and complete description of the CMAR and Key Firms must be provided in Part 2 of the Proposal.

CMAR Profile

Required information applies to the CMAR and not to Key Firms (sub-consultants/subcontractors). In the case of a joint venture, both parties must provide requested information. The CMAR profile must include the following information:

- **General Information.** Provide general information about the CMAR, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and nonprofessional), years in business, and evidence of required licenses. Provide North Dakota contractors licenses (or a copy of their license application) in Appendix B (Supporting Financial and Company Documentation) of the Proposal.
- **CMAR Legal Structure.** Identify whether the CMAR is organized as a corporation, general partnership, joint venture, limited partnership, or other form of legal entity. Describe how the CMAR has used this structure, or a similar structure, to deliver similar projects. As applicable, provide information on owners of the CMAR who hold an interest of 10% or more in Proposal Appendix B (Supporting Financial and Company Documentation).

- **Project Administrative Office Location.** The onsite construction office will be at the BWTP site in McClusky, ND. Identify office location(s) where the CMAR intends to primarily administer and support the Project.
- **Safety.** Provide a summary description of the CMAR's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. The following safety records must be provided for the CMAR for the past three years in Appendix B:
 - **The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.** (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier, or X-mod.) Where this value is greater than the industry average of 1.0, Proposer may provide mitigating information to explain the reasons for the EMR rating in Appendix B (Supporting Financial and Company Documentation).
 - **The days-away-from-work injury incidence rate.** A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

The Proposal must provide the following additional information pertaining to factors or events that have the potential to adversely impact the CMAR's ability to perform its contractual commitments. If any of the questions below are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to: (1) describe in detail the unfavorable factor or event and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments. Include the following information in Appendix B (Supporting Financial, Safety and Company Documentation):

- **Financial Condition.** Provide financial statements for the CMAR for the past three years, certified by the chief financial officer, for the current year. For publicly traded companies, reference to U.S. Securities and Exchange Commission 10-K filings and any recent 10-Q findings are adequate. For entities that are not publicly traded, provide audited financial statements for the same period. If the CMAR is a joint venture, or partnership, such financial statements must be provided for each partner or member.

- **Payment and Performance Bonds.** Provide a letter issued by the CMAR's surety company and include in Appendix E (Bonding and Insurance Letters) to verify total bonding capacity and the availability of a bond of at least \$350 million for Phase II GMP Amendment. The surety must be authorized by law to do business in the State of North Dakota and must have an A.M. Best Company Financial Strength Rating (FSR) of A+ or better. The surety company must be listed in the U.S. Department of Treasury's Circular 570.
- **Insurance.** Provide a letter or Certificate of Insurance from the CMAR's insurance company and include in Appendix E (Bonding and Insurance Letters) stating its ability to acquire and provide the minimum limits for the required insurance provided in Attachment C (Draft CMAR Contracts and General Conditions). The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of A+ or better and are duly licensed or authorized in the State of North Dakota.

The Proposal must provide the following additional information within Appendix F (Current and Recent Litigation and Legal Matters) pertaining to factors or events that have the potential to adversely impact the CMAR's ability to perform its contractual commitments:

- **Material adverse changes in financial position.** Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business that has occurred within the past seven years.
- **Legal Proceedings and Judgments.** List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the CMAR's general counsel.
- **Completion of Contracts.** Has the CMAR failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.
- **Violation of laws.** Has the CMAR been convicted of or been found in violation of any federal, state, or local statute, regulation, or court order concerning

antitrust, public contracting, employment discrimination, or prevailing wages within the past 10 years? If so, describe the circumstances.

- **Debarred from Bidding.** Has the CMAR been debarred within the past 10 years, or is it currently under consideration for debarment, on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Proposer's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the CMAR's ability to perform its contractual commitments. The Proposer must notify the Owner of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before execution of the Construction Manager-At-Risk Contract).

Key Firms

Identify and provide general information for any Key Firms (such as subcontractors and sub-consultants) included on the Project Team. Include in Appendix B EMR safety records for the past three years for each Key Firm anticipated to be responsible for construction activities.

5.3.4 Part 3—Project Team Structure and Key Personnel

Describe the structure and management of the Project Team. Note that any change in the Key Firms or Key Personnel included in the Proposal are subject to the provisions outlined in RFP Section 7.6 (Obligation to Keep Project Team Intact), which requires Owner approval of such changes.

Project Team Structure

- Describe the scope of the CMAR's responsibilities and each Key Firm's services and responsibilities.
- Include organizational chart(s) showing reporting relationships and responsibilities of the CMAR and Key Firms during Phase I and Phase II.

Key Personnel Experience and Qualifications

- Include organizational chart(s) identifying all Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with

their firm affiliations) during Phase I and Phase II, respectively. Minimum Key Personnel include:

- Principal-in-Charge
 - Project Manager
 - Preconstruction Manager
 - Project Superintendent
 - Lead Estimator
 - Proposers may identify additional Key Personnel they deem to be critical to Project success.
- Describe Key Personnel individual qualifications and experience and how it aligns with their proposed role. Specifically discuss Project Manager's experience leading similar teams and examples where the Project Manager has formed successful, collaborative relationships on CMAR projects. Specifically describe the Construction Managers experience managing similar projects. Include an estimate of existing commitments (expressed as a percent of full time) the individual has to other projects.
 - Provide resumes for all Key Personnel in Appendix C (Resumes). Resumes must be limited to two pages per individual and include:
 - Academic and professional qualifications
 - Professional registration(s) (as applicable)
 - Tenure with organization and industry
 - Experience as it relates to the Project and to the individual's specified role on the Project
 - Describe how the Project Manager will ensure ongoing integration of CMAR personnel with Owner and Design Engineer through Phase I and Phase II. Describe how the team will interact with each other, the Owner, and Design Engineer.
 - Describe how the Project Team's qualifications and experience are of unique benefit to the Project in light of the Proposer's Project approach described in Part 5.

5.3.5 Part 4—Relevant Project Experience

- Describe the performance history and experience of the Project Team on similar projects, including a description of past working relationships.
- The Proposer shall submit a minimum of **five** reference project descriptions to demonstrate relevant experience with projects of similar scope and scale for municipal clients in the United States. The reference projects shall include the following:
 - **Five either water treatment plants or wastewater treatment plants completed in the last 20 years of at least \$100 million or more. Pipelines?**
 - **At least one reference project must be a water treatment plant.**
 - **At least three reference projects shall be a CMAR project.**
 - Each project shall include the involvement of at least one of the project teams Key Personnel as defined in Section 5.3.4.
- Each project description shall contain at least the following information:
 - Project name and location
 - Name of owner
 - Owner reference and contact information
 - Delivery model
 - Role of CMAR and/or Key Firm(s)
 - Initial and final contract value and reason for change
 - Percentage of work self-performed
 - Scheduled and actual completion dates
 - Description of the project showing relevance to this project
 - Names of Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each
 - How collaboration with the Owner was achieved in the project.
- Provide a one-page summary table to cross-reference the Project Team (CMAR, Key Firms, and Key Personnel) with participation in the reference projects.

5.3.6 Part 5—Project Approach

Provide a conceptual description of the CMAR's approach for managing and performing its services for the Project, respectively. Specifically address the following:

- **Collaboration/Communication.** Discuss how a collaborative relationship with the Owner and Design Engineer would be established during Phase I and Phase II development, scheduling, cost estimating, and risk management. As part of collaboration, discuss how the design and construction processes will interface (including how constructability issues, construction packaging, value engineering, and risk issues will be addressed). Note that the Owner has an existing Project Management Information System (PMIS) that will continue to be used for the duration of construction.
- **Critical Work Elements.** Identify the work components critical to the Project's success and how these components would be achieved.
- **Open Book Pricing.** Describe the proposer's ability to give open-book pricing information for a thorough examination of costs and assessment of the prices derived from a cost model for the total estimated cost of the Project. Describe how the proposer's approach to pricing will be used to clearly identify work items, material and labor costs, assessment of risks and associated costs, and other assumptions for calculating an estimated total cost. Describe how the proposed process will be in conformance with North Dakota State Statutes 48-01.2.22
- **Self-Performed Work.** Identify scope of work that CMAR intends to self-perform and the benefit for the Project by the CMAR self-performing the work. Explain how cost for self-performed work will be developed and communicated to the Owner in a transparent manner.
- **Cost Estimating.** As described in Appendix B, the CMAR's costing model will be used during the Preconstruction Phase to support the team for considering design alternatives, reducing risks, and providing innovative approaches to completing the project, while maintaining the overall quality of the project and staying within budget and on schedule. The approach to pricing should include discussion of any unique business advantage or construction methods that will reduce project costs. Discuss the CMAR's preferred choice for cost-estimating software. As the design progresses, the CMAR will assist the Design Engineer by updating cost information to develop a GMP Amendment at the 60% design completion milestone to support partial early works and early equipment and

materials acquisition. Each proposer shall describe the estimating process the CMAR will use to communicate the cost of each bid item, innovate cost saving comparisons, and the cost of any risk. Clearly indicate how the CMAR proposes to communicate assumptions, risk, and innovation to the Design Engineer and the Owner. **Schedule.** Discuss the project schedule and identify your specific approach to meeting the schedule. CMARs will be required to use Primavera P6 scheduling software.

- **Developing the 60% GMP.** Describe the process for developing the 60% GMP Amendment (including the approach to establishing the CMAR's construction contingency). Discuss how CMAR will adhere to the 60% GMP. Provide recommendations for early-out site and facility construction and long lead time equipment and material procurement.
- **90% GMP Amendment.** Describe how the 90% GMP amendment would be developed to address the additional level of design detail available to the CMAR at 90% design completion.
- **Risk Management.** Identify and discuss key project risk factors and the approach for mitigation and provide an example of the risk register
- **Safety.** Provide a narrative on the approach to project safety.
- **Quality.** Provide a narrative on the approach to delivering a quality project.

5.3.7 Part 6 - Phase I Fee and Rate Proposal and Phase II Contract Mark-up

The Proposer must complete RFP Appendix D (Pricing Information Forms) – with all required pricing information – and include it (along with Part 6) in Proposal Appendix D (Pricing Information Forms). The scope of CMAR services for which pricing is required is defined in RFP Attachment B (Scope of CMAR Services). Part 6 of the Proposal should describe the basis for the Phase I fee and rate proposal and the CMAR contract mark-up to be used for Phase II of the Project and discuss the viability of each from the CMAR's perspective.

5.3.8 Appendix A—Not Used

5.3.9 Appendix B—Supporting Financial and Company Documentation

Appendix B must include all information required in Section 5.3.3 of this RFP.

5.3.10 Appendix C—Resumes

Appendix C must include resumes for all Key Personnel in Proposal, per requirements of Section 5.3.4 of this RFP.

5.3.11 Appendix D—Pricing Information Forms

The Proposer must complete RFP Attachment E (Pricing Information Form)—with all required pricing information. The scope of CMAR services for which pricing is required is defined in RFP Attachment B (Scope of CMAR Services) and RFP Attachment C (Draft CMAR Contracts and General Conditions). The Phase I cost information provided in the Pricing Information Form shall be based upon an assumed Project cost and schedule as defined in Section 2 of this RFP.

In scoring the pricing information, Owner will consider the Phase I not-to-exceed price and the Phase II CMAR Fee. The CMAR Fee provided within the RFP Attachment E (Pricing Information Form) shall be fixed and used for the 60% GMP Amendment.

If Owner determines (at its sole discretion) that the fees and rates included in a Proposal are unacceptably below industry norms or that a Proposer's fees and rates are substantially or unacceptably below other Proposals, the Owner may (at its sole discretion) either declare that Proposal to be nonresponsive or seek additional detailed information from that Proposer concerning the cost basis for its pricing information, prior to rendering a decision on the Proposal's responsiveness.

6 Proposal Evaluation and Selection

6.1 General

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this RFP Section 6. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding their respective Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. The Owner expects to interview a limited number of companies that propose.

6.2 Responsiveness

Each responsive Proposal will be reviewed to determine whether it meets the Minimum Requirements outlined in subsection 6.3. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a deficiency.

6.3 Minimum Requirements (Pass/Fail)

Each responsive Proposal will be reviewed to determine whether it meets the minimum requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all of the following minimum requirements may be rejected:

- Financial condition of CMAR
- Ability of the CMAR to demonstrate it has bonding capacity in the amount of \$350 Million
- Ability of the CMAR to demonstrate it can provide the required insurance coverage
- Legal proceedings and judgments
- Completion of contracts

- Debarment status
- Licensing and registration. The CMAR and other Key Firms included in the Proposal must be licensed in the State of North Dakota for the type of work to be performed or demonstrate they have applied for a license.

6.4 Interviews

The highest scoring Proposers will be provided the opportunity to present their Project approach during formal interviews. Interviews are intended to allow the Proposers to further explain their written Proposal.

Interviews will be limited to 60 minutes for the Proposers to discuss their Project approach and where the Proposer's creativity and innovation will be beneficial to reducing Project cost and risk. Additional guidance will be provided before the interviews. At a minimum, Proposer's interview attendees should include the principal-in-charge, the project manager, preconstruction manager (if different from project manager) and the project superintendent. The only participants allowed at the interview will be key personnel identified in the proposal who will actively participate in the project. The format of the presentation will be at the discretion of the Proposer, but should address the following topics:

Topics Expected to be Discussed in the Interview
1. Explanation of existing conditions and grasp of key Project information
2. Identification of issues or problems that will need to be addressed
3. Approach to planning, design, and construction with an emphasis on how collaboration will be achieved, success of using open book contracting, and innovative Ideas
4. Experience and capabilities for performing CMAR design and construction phase services
5. Define why their firm should be engaged
6. Overall quality of presentation and interview

6.5 Evaluation Criteria

The selection committee will evaluate and rank the responsive Proposals that satisfy the minimum requirements by applying the weighted comparative evaluation criteria set forth below. Proposers will also be required to demonstrate they meet certain minimum qualifications indicated as pass/fail elements.

Transmittal Letter	Not Scored
Part 1—Executive Summary	Not Scored
Part 2—CMAR Profile and Key Firms	10%
• Scored Criteria ○ CMAR Profile ▪ General information ▪ CMAR legal structure ▪ Safety ○ Key Firms ▪ General information ▪ Safety • Pass/Fail Criteria—Appendix B—Supporting Financial and Company Documentation	Pass/Fail
○ Financial condition ○ Performance and payment bonds ○ Insurance ○ Legal proceedings and judgments (Appendix F) ○ Completion of contracts ○ Debarment ○ Licenses	
Part 3—Project Team Structure and Key Personnel	20%
• Project Team structure • Key Personnel experience and qualifications	
Part 4—Relevant Project Experience	15%
• Performance history and experience • Relevant project experience	

Part 5—Project Approach

15%

- Conceptual description of CMAR's approach for managing and performing its services Phase I and Phase II of the Project
- Description of how design and construction processes will interface
- Identification of Work components critical to Project's success
- Descriptions of GMP and GMP Amendment development at 60% and 90% Final Design milestones, respectively
- Identification of key project risk factors and mitigation approach
- Project schedule description and approach to meeting Project schedule

Appendix A—Not Used**Appendix B—Supporting Financial and Company Documentation****Under 2 Pass/Fail****Appendix C—Resumes****Scored as part of Part 3****Appendix D—Pricing Information****20%****Appendix E – Bonding and Insurance Letters****Under Part 2 Pass/Fail****Appendix F – Current and Recent Litigation and Legal Matters****Under Part 2 Pass/Fail****Interview****20%**

The interview will be scored as shown below.

Points	Topics Expected to be Discussed in the Interview
15	Explanation of existing conditions and grasp of key Project information
20	Identification of issues or problems that will need to be addressed
35	Approach to planning, design, and construction with an emphasis on how collaboration will be achieved, success of using open book contracting, and innovative Ideas
10	Experience and capabilities for performing CMAR design and construction phase services
10	Define why their firm should be engaged
10	Overall quality of presentation and interview

Points	Topics Expected to be Discussed in the Interview
100	Total Points

In ranking the Proposals and interviews, the selection committee will use a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above.

6.6 Selection

After the evaluation process is complete, the Owner will select the Proposer that submits the Proposal that achieves the highest score based on the published selection criteria and on its ranking evaluation. The Owner will notify all Proposers of the final rankings.

The Owner shall first attempt to negotiate a contract with the selected Proposer for the following agreements:

- Owner-CMAR agreement for Construction Phase services
- Owner-CMAR agreement for Preconstruction Phase services

If the Owner is unable to negotiate satisfactory agreements with the selected Proposer, the Owner shall, formally and in writing, end negotiations with that Proposer and proceed to negotiate with the next Proposer in the order of the selection ranking until agreements are finalized or negotiations with all ranked Proposers ends. At any time prior to CMAR Contract execution, the Owner also has the option to have the Design Engineer complete the design and then proceed with a traditional design-bid-build procurement.

6.7 Selection Committee

The governing body for the selection process will be representatives from the Owner, LAWA, the State of North Dakota, the U.S. Bureau of Reclamation and the Design Engineer. The governing body will make a recommendation to the Boards of Garrison Diversion and LAWA for final selection.

7 Conditions for Proposers

7.1 Owner Rights and Authority

The CMAR procurement process for this Project is authorized under North Dakota Century Code, Chapter 48-01.2 – Public Improvement Bids and Contracts.

7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Owner for this Project and related projects and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project.

- Black & Veatch
- Advanced Engineering and Environmental Services, LLC
- Apex Engineering Group
- Houston Engineering
- Burian & Associates

7.3 Proprietary Information

All materials submitted to the Owner become public property and are subject to State of North Dakota public open records laws. If the Proposal contains proprietary information that the Proposer does not want disclosed, each page containing such information must be identified and marked “PROPRIETARY” at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request. Proposers shall not be permitted to mark the entire Proposal as proprietary.

7.4 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of Proposals and award of a CMAR Contract, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of a CMAR Contract, without incurring any obligations or liabilities.

- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a nonconforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including experience, included in a Proposal by contacting Project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Proposer during the evaluation of its Proposal.
- Change selection committee members prior to the Proposal evaluation process per member schedule/availability.

7.5 Obligation to Keep Project Team Intact

Proposers are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. Key Personnel shall be committed to the Project and changes may not be accepted, unless they no longer work for the firm or Owner otherwise agrees that a change is appropriate. (The anticipated dates for award of the CMAR Contract and for completion of the Project are set forth in Section 2.5 of this RFP.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner contact, who, and with Owner's review and at Owner's sole discretion, will determine whether to

authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CMAR's control.

7.6 Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. The Owner will issue any such addenda through QuestCDN (www.questcdn.com). It is each Proposer's responsibility to obtain all addenda prior to submitting its Proposal.

7.7 Protests

Any protest to an Owner's action in connection with this procurement must be filed in writing no later than seven business days following such action and must be in strict accordance with the Owner's applicable procedures and with applicable law.

Attachment A—Definition of Terms

The definitions of some of the terms used in this RFP are presented below:

CMAR—Both the construction manager-at-risk delivery method and the entity that will enter into the CMAR Contract with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project. The term “CMAR” can refer to either a single entity or a joint venture.

Contract Documents—The contract documents comprise the items listed in the Draft CMAR Contracts and General Conditions, Article 2 (RFP Attachment C).

Design Engineer—The engineering firm that will provide professional design services and have responsible charge of the design, including preparation of the construction documents.

Draft CMAR Contracts—The draft contracts, including all of its exhibits, presented as RFP Attachment C (Draft CMAR Contracts and General Conditions).

Key Firms—Firms fulfilling the key roles that must be identified in Proposer’s Proposal and are committed to work on the Project if Proposer is selected as the CMAR.

Key Personnel—The individuals, employed by the CMAR or Key Firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services, including the positions described in the RFP.

Minimum Requirements—The requirements set forth in RFP Section 6.3 that, at a minimum, must be satisfied (or waived by the Owner) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

Owner— Garrison Diversion Conservancy District.

Project— The Red River Valley Water Supply Project Facilities as described in this RFP, not inclusive of any pipelines.

Project Team—The CMAR, Key Firms (such as subcontractors and subconsultants), and Key Personnel identified in the Proposer’s Proposal.

Proposal—A response to this RFP, submitted by a Proposer for the Project.

Proposer—The CMAR entity responding to this RFP] by submitting a Proposal.

Red River Valley Water Supply Project. The overall project that includes the facilities described in this RFP and the pipelines, which are not included in the scope of responsibilities for the CMAR.

Work—Work is comprised of all construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

Attachment B—Scope of CMAR Services

Phase I Service

The CMAR will provide the following Phase I Preconstruction Phase services. The dates provided below are based on the Project Schedule as set forth in Section 2.5 of this RFP.

Task 1—Project Management

CMAR will:

1. Participate in a 2-day Phase I Project onboarding and chartering meetings in Carrington, ND as soon as practical after the Notice to Proceed.
 - a. The one-day onboarding meeting will be led by the Owner and will review the following:
 - i. Project overview
 - ii. Facility-by-facility review
 - iii. Discipline-by-discipline review
 - iv. Preliminary Project sequencing/schedule, including major constraints
 - v. Known constructability issues, including major operational interface requirements
 - vi. Existing risk register
 - vii. Existing cost estimate(s)
 - b. The one-day chartering meeting will be led by Owner and will discuss alignment between Owner, Design Engineer, and CMAR throughout Phase I, with a focus on identifying specific activities and protocol to maximize value of CMAR delivery model. The chartering meeting will be held concurrent with the project kickoff meeting.
2. Within 14 days of the Phase I onboarding/chartering meeting, provide a Draft Project Management Plan that describes the CMAR approach to managing Phase I services. The format and level of detail for all documents, tools, and processes shall be acceptable to the Owner. The plan will specifically address:
 - a. Team organization

- b. Communication protocols, document management and control, decision process, and dispute resolution matrix
 - c. Proposed Baseline Cost Model format and structure. The agreed-upon Baseline Cost Model format and organization will be used as the basis for the Baseline Cost Model, interim updates, updates at each design milestone, and the Phase II Construction Price Proposal. See Task 3 for additional information on the Cost Model.
 - d. Proposed Baseline Schedule format and structure. The Baseline Schedule format and structure will be used as the basis for the Baseline Schedule, interim updates, updates at each design milestone, and the Phase II Construction Proposal. See Task 4 for additional information on the Schedule.
 - e. Proposed format and process for maintaining a Risk Register (e.g., format of risk register, process, etc.)
 - f. Proposed format and structure for Design Evolution Log and Cost and Schedule Trend Log, process for Owner and Design Engineer to provide input, and process for maintaining logs
 - g. Proposed process for Value Engineering.
 - h. BIM/technology standards and processes for collaborating
3. Based on Owner review and feedback, submit final Project Management Plan within 14 days of receiving Owner comments.
 4. Participate in monthly virtual progress meetings to review Project status.
 5. Submit monthly invoices; report Phase I planned versus actual progress monthly.

Task 2 - Design Support/Value Engineering

CMAR will consult with, advise, and provide recommendations to Owner and the Design Engineer on all aspects of the planning, design, and proposed construction throughout the design process. Specially, the CMAR will perform the following during Phase I and the CMAR's Key Personnel will participate in each of the meetings described below. At a minimum, the meetings will be attended by the CMAR's Project Manager, Preconstruction (Phase I) Manager, and Construction Manager.

1. Review BWTP Preliminary Design Report and associated drawings within 60 days of the onboarding/chartering meeting. A 3-D Revit Model showing the

Preliminary Design will be provided to the CMAR at the start of the Project. Provide the following:

- a. A Baseline Cost Estimate based on the Baseline Cost Estimate format provided in Task 1 broken by Division 50 specification format.
 - b. A Baseline Schedule based on the Schedule format provided in Task 1.
 - c. A Baseline Risk Register
 - d. Identify preliminary cost-effective alternatives to all aspects of the Project design or material specified that offer potential benefit to the Owner.
 - e. Provide list of other considerations needed to complete the Project per the Owner's schedule requirements.
 - f. Provide initial information/guidance on material availability, long-lead material procurement needs, and initial recommendations on equipment and/or early work packages to advance construction. Discuss any anticipated supply chain issues.
 - g. Make initial recommendations regarding the division of the work to facilitate bids and proposals for the major elements of the work.
2. Participate in a 2-day Value Engineering workshop with the Owner and Design Engineer within 90 days after the onboarding/chartering meeting. The purpose of the workshop will be to formally review the preliminary cost and schedule saving items initially identified in Scope Item 1.a with the Owner and any other ideas developed by the CMAR. Ideas for the VE workshops will be submitted one week before the workshop. The submittal format could include a report, sketches, drawings, Bluebeam markup, PowerPoint presentation, etc., that allows for Owner and the Design Engineer to readily evaluate proposed alternatives based on their potential Project cost and time savings.

With the VE Workshop, develop and maintain a Design Evolution Log and Cost and Schedule Trend Log. These logs may be separate or combined with other decision logs/design evolution logs based on the needs of the Project Team. These logs will track all potential cost- and schedule-saving proposals, value engineering concepts, risk mitigation concepts, changes ultimately approved by the Owner, and all major changes from the Baseline Cost Model and Baseline Schedule that arise as part of the design evolution process. For each item, CMAR shall identify options for resolving the change and estimate the cost and

schedule impact associated with adopting the change in a timely fashion to support evaluation of each by Owner and Design Engineer. The log will allow for consistent tracking of deviation from Project baseline cost and schedule. Items will be reviewed with the Owner and Design Engineer on a monthly basis during design. Promptly advise the Owner and Design Engineer through the Cost and Schedule Trend Log when the Cost Model is trending above Owner's available funding limit.

The desired VE outcome is to:

- a. Refine the project scope and so that cost and schedule saving recommendations from the VE can be incorporated into the 60% design drawings being developed by the Design Engineer.
 - b. Identify a contracting plan for long-lead time equipment and the release of early construction packages.
 - c. Further develop risk mitigation strategies for risks identified in the Risk Register.
3. Provide ongoing constructability review and input of the drawings and specifications as the design is completed through 60% and 90% design completion. Assume one 1-day workshops with the Owner and Design Engineer to review evolution of the design after the 60% and 90% design submittals. An updated Project Cost Estimate, Project Schedule, and Risk Register will be completed with the CMAR review of each design deliverable. In addition, update the Design Evolution Log and the Cost and Schedule Trend Log. The CMAR is responsible for notifying the Project Team of any perceived cost or schedule impacts during these meetings and following up with appropriate documentation. It is also the expectation of the CMAR to highlight potential constructability issues, cost-, and schedule-saving alternatives during these meetings.
 4. Participate in up to four (4) additional in-person ad-hoc meetings with the Design Engineer, Owner, or others as needed and directed by the Owner.

Task 3—Cost Model and Risk Register Development

CMAR Contractor will develop and maintain the Project Cost Model using industry standard cost estimating software throughout Phase I.

1. Within 60 days after receipt of the design documents, develop and submit a Baseline Project Cost Model based on the preliminary design documents. The

Baseline Project Cost Model shall identify all Project tasks and develop a preliminary work breakdown structure (WBS) needed to complete the Project and estimate the costs, duration, and sequence of tasks to the Project Team.

2. After submission of the Baseline Project Cost Model, review with Owner and Design Engineer to present CMAR's observations and recommendations. Baseline Project Cost Module will be reviewed in the same meeting as Preliminary Design Report review.
3. Develop and submit an updated Project Cost Model at the VE Workshop, 60% and 90% design milestones for formal evaluation and review by Owner and the Design Engineer. Each submission shall include updated:
 - a. Site Logistics Plan
 - b. Construction Emergency Response Plan and Site Safety Plan
 - c. Quality Management Plan that ensures conformance to the contract documents; Develop a QC program to ensure continuing attention to the production and installation of Work in accordance with current engineering and construction practices and quality standards for similar materials and components
 - d. Environmental Management Plan detailing programs for a stormwater pollution prevention plan and handling other environmental issues (dust, on-site chemicals and fuel, etc.) if required to comply with permits and regulations applicable to the Project
4. In conjunction with the Owner's initial Risk Register, develop and maintain a Project Risk Register during Phase I. Lead discussions with Owner and Design Engineer to update risks, mitigation activities, and potential cost and schedule impacts. The Risk Register shall be used to inform and develop appropriate and Project-specific contingency values throughout Phase I development. An updated Risk Register will be presented and discussed at the same meetings as the Preliminary Design Report Review, VE Workshop, 60% Design Review, and 90% Design Review.
5. After each formal Project Cost Model submission, work with the Owner to review and reconcile comments and identify and update Project risk allocations and usage.

Task 4—Schedule Development

CMAR will:

1. Within 60 days after the Kickoff/Chartering meeting, develop and submit a Baseline Critical Path Method (CPM) Schedule using Primavera P6. Incorporate permit application submittals, issuance, and compliance into baseline schedule. Identify all critical path activities, including long-lead equipment procurement items, if any, and provide recommendations to Owner and the Design Engineer to optimize schedule and prevent or minimize Project delivery impacts, including consideration of early work packages, if required by the Project schedule. CMAR shall demonstrate and justify basis for all early Work or phased construction price proposals.
2. Submit Baseline Project Schedule at the Preliminary Design Review meeting and then updated schedules as the VE workshop, 60% and 90% milestones for formal evaluation and review by Owner.

Task 5—Procurement Plan Development

CMAR will:

1. Within 60 days of the project kickoff/charting meeting and concurrent with the VE workshop, submit Draft Procurement Plan, addressing the following:
 - a. Describe approach for packaging the Work and identify Work that the CMAR intends to self-perform. Identify and recommend which Work, if any, should be procured through value-based competitive selections, in lieu of low-bid selection.
 - b. Describe approach to engage and encourage participation from local firms.
 - c. Describe the criteria (qualifications and price) that will be used to analyze competitive bids for each element of the Work.
 - d. All procurement procedures shall be in compliance with Owner procurement rules as defined in the contract.
2. Update with each design deliverable.
3. Develop bid packages that align with the proposed sequence of construction. This includes an approach to multiple Phase II Contract Price Amendments and early Work packages, if required by the Project schedule. Present a detailed approach for how the CMAR will develop pricing for self-performed work to

demonstrate that competitive and reasonable pricing has been developed for self-performed work.

4. Actively "premarket" the Project with local trade subcontractors, equipment vendors, and material suppliers to increase awareness and interest in submitting competitive bids and quotes. Execute prequalification activities where appropriate.

Task 6—Phase II Construction Price Proposal Development

1. Prepare a detailed Phase II Construction Price Proposal, meeting the requirements described in [ARTICLE NUMBER AND TITLE] of the CMAR Contract, with an open-book line-item cost breakdown on subcontracted and self-performed Work, contingency (with its basis), and any clarifications, assumptions, or qualifiers based on the design milestones.
2. Lead collaborative review of Phase II Construction Price Proposal. Assume two in person workshops with Owner to review details of Proposal, including, but not limited to, results of procurement activities, differences from previous Cost Models, work approaches that serve as the basis for production rates and activity durations, basis for proposed contingency, etc. Assume participation by CMAR major subcontractors (if part of the CMAR team) as appropriate.
3. After submission of a Proposal, CMAR and Owner shall meet to discuss and review the Proposal, negotiate in good faith, and attempt to reach agreement on the terms of the Proposal.

Phase II Services – not edited

Phase II construction services will include the following:

Task 1—Project Management

1. Provide all Key Personnel identified in the RFP and other personnel necessary to fully meet the CMAR Firm's obligations for construction services.
2. In conformance with the CMAR Contract, obtain the necessary bonds and insurance.
3. Within [NUMBER] days after the Phase II Notice to Proceed, update the Construction Management Plan and implement the Safety, Quality, and Subcontractor Management Plans.

4. Convene and facilitate [NUMBER] Phase II kick-off meeting(s).
5. Coordinate with various local and state agencies, as necessary.
6. Implement procedures for the tracking, review, and approval of submittals, shop drawings, pay requests, etc.
7. Manage shop drawing preparation for permanent equipment and materials to be incorporated into the Project.
8. Develop and discuss approach to managing and tracking contingency and allowance usage on the Project. This includes regular updates on levels of contingency and allowances remaining as well as the process and approvals required for using contingency or allowances.
9. Discuss and document approval process and who has the authority to approve and make decisions for the Owner, the Design Engineer, and the CMAR.

Task 2—Construction

1. Set and maintain the site safety standards, policies, and procedures starting in construction and carrying through commissioning and startup.
2. Perform construction in strict accordance with the CMAR Contract and design documents.
3. Maintain the Project site including stormwater runoff, dust control, removal of refuse, temporary utilities, etc.
4. Establish and implement procedures to track, expedite, and process all submittals, change orders, and requests for information.
5. Develop, review, and process shop drawings and other documents for submission to Design Engineer.
6. Continue development of the CPM Schedule for the Project, adding levels of detail to properly manage the Work and to record actual construction progress. Monitor and update the construction schedule weekly; prepare look-ahead [IDENTIFY TIME SPAN] work schedules consistent with overall schedule.
7. Review and process all pay applications from subcontractors.
8. Conduct monthly progress meetings to be attended by the Owner, Design Engineer, and on-site subcontract trade foremen and/or superintendents.

9. Procure material and equipment to support construction activities of the CMAR and their trade subcontractors.
10. Coordinate and manage all construction including all required facilities, appurtenances, site improvements, and other associated Work in accordance with the contract documents within the GMP and the specified contract time.
11. Coordinate regular inspections of the Work between the CMAR QMP and the Owner's inspectors of all construction Work performed by the CMAR and their subcontractors to ensure conformance with the contract documents and Quality Management Plan.
12. Prepare and submit timely monthly progress report with current cost and schedule information.
13. Maintain current copies of Project as-built drawings at the Project site, including all subcontracted Work and, when requested, submit drawing updates to the Owner in the [IDENTIFY FREQUENCY AND FORMAT].
14. Prepare and coordinate maintenance of plant operations plans with the Design Engineer and Owner during construction.

Attachment C—Draft CMAR Contracts and General Conditions

The following documents are included by reference as they will form the basis for the CMAR contract:

- EJCDC CMAR-525, Agreement Between Owner and Construction Manager at Risk –2023 Edition
- EJCDC CMAR-700 Standard General Conditions
- EJCDC CMAR-800 Supplementary Conditions

The Proposer must include any exceptions to this contract or modifications it will request in Appendix F of the Proposal.

The following document will also be included in the contract and is included in the RFP:

- U.S. Bureau of Reclamation Supplemental Provisions

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BUREAU OF RECLAMATION SUPPLEMENTAL PROVISIONS

1.0 - REQUIREMENTS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

All contracts awarded in excess of \$10,000 by owners shall contain a provision requiring compliance with Executive Order 11246, titled, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60).

(a) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(6) The Contractor shall include the terms and conditions of subparagraphs (a)(1) through (6) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

2.0 - ANTI-KICKBACK

The Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The owner shall report suspected or reported violations to the Agency.

3.0 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION

For all contracts in excess of \$2000 that involve the employment of mechanics or laborers the Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.0 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED

For all contracts in excess of \$100,000 the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.0 - BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6.0 - DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed \$100,000 shall provide the required certification regarding its exclusion status and that of its principal employees.

7.0 - RECORDS

On all contracts (except those of \$10,000 or less) awarded by the OWNERS, the OWNER, Agency, Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR shall maintain all required records for 3 years after making final payment and all other pending matters are closed.

8.0 - PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

(a) Except as provided for an equitable adjustment, include cost of complying with this section in prices offered in the schedule for other items of work.

(b) Definitions:

- (1) Cultural resources: Includes prehistoric, historic, architectural, and traditional cultural properties. These include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such property.
- (2) Cultural items: Native American cultural items (i.e., funerary objects, sacred objects, objects of cultural patrimony, or human remains) for which protection is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA) - Public Law 101-601; 104 Stat. 3042, Section 3(d); and 43 CFR Part 10.4.
- (3) Human remains: Physical remains of the body of a person.

- (4) Funerary objects: Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.
- (5) Native American: Of, or relating to, a tribe, people, or culture that is indigenous to the United States.
- (6) Sacred Objects: Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.
- (7) Objects of cultural patrimony: Native American items having ongoing historical, traditional, or cultural importance central to the Indian tribe itself, rather than property owned by an individual tribal member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal member.

(c) Project Requirements:

- (1) Federal legislation provides for protection, preservation, and collection of scientific, prehistoric, historic, and archaeological data, including relics and specimens, which might otherwise be lost due to alteration of terrain as a result of any Federally funded construction project.
- (2) Any person who, without permission, injures, destroys, excavates, appropriates, or removes any historic or prehistoric artifact, object of antiquity, or archaeological resource on public lands of the United States is subject to arrest and penalty of law.
- (3) Comply with state laws when operating on non-Federal and non-Indian lands.
- (4) Discovery of Resources:
 - (i) When the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in performance of this contract discover cultural resources on any lands:
 - (A) Immediately cease work at that location.

- (B) Immediately notify the Engineer and the designated representative of the Bureau of Reclamation orally, giving the location and nature of the findings.
 - (C) Follow with written confirmation to the Engineer and the designated representative of the Bureau of Reclamation within 2 days.
- (ii) In addition, where the discovery occurs on state, municipal, or private lands, notify the appropriate state officials as prescribed by state law.
- (iii) In addition, if the discovery occurs on tribal land or Indian Trust Land:
 - (A) Immediately notify tribal officials including the Tribal Historic Preservation Officer or Cultural Preservation Officer orally.
 - (B) Follow with written confirmation to the tribal officials including the Tribal Historic Preservation Officer or Cultural Preservation Officer within 2 days.
- (iv) Exercise care so as not to disturb or damage cultural resources uncovered during construction activities, and provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by the designated representative of the Bureau of Reclamation.
- (v) Do not resume work in the area of discovery until receipt of written notice to proceed from the designated representative of the Bureau of Reclamation.
- (d) Where appropriate by reason of discovery, the designated representative of the Bureau of Reclamation after consultation with the appropriate State Historic Preservation Officer may order delays in time of performance or changes in work, or both. When such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with applicable clauses of the contract.
- (e) The Owner has made, or caused to be made, cultural resources inventories of the lands owned and rights-of-way acquired. If the Contractor proposes to use a location other than those listed below or shown on the drawings, the location must first be approved by the Engineer who will consult with the

designated representative Bureau of Reclamation to determine if the source is suitable.

9.0 - ENDANGERED SPECIES

The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, and the Contractor will immediately report this evidence to the Engineer and the designated representative of the Bureau of Reclamation. Construction shall be temporarily halted pending the notification process and further directions issued by the Bureau of Reclamation after consultation with the U.S. Fish and Wildlife Service.

10.0 - FUNDS AVAILABLE FOR PROJECT CONSTRUCTION EARNINGS

(For use when sponsor does not have all the necessary funds available to complete the project in one fiscal year.)

Funds for earnings under this construction contract will be made available to the extent that funds are provided to the Owner from Congressional appropriations allocated to it and made available by the United States of America acting through the Department of the Interior, Bureau of Reclamation, Billings, Montana, Regional Office. Funds for earning under this contract will be made available as provided in this paragraph.

(a) The sum of \$ _____ has been reserved for Contract _____ and is available for payment to the Contractor to cover earnings during fiscal year 201__ (through September 30, 201__) under the schedule of items, materials delivered to the site which are properly stored and protected, and all other earnings, which may be due under the contract, or any contract adjustments required, including retained percentages, change orders, and liquidated damages. It is anticipated the remaining funds needed to complete this contract will become available during the first quarter of fiscal year 201__ (beginning on October 1, 201__).

(b) For work that is to be completed within the funds identified in 11(a), the Contractor agrees to perform up to the point at which the total amount payable by the Owner approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of work beyond that point. The Owner shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Owner clause of this contract.

(c) Should it become apparent to the Contractor that existing fund reservations will be exhausted within the next 60 days, the Contractor shall at that time give written notice to the Owner. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of the remaining

funds identified in paragraph 11(a). If additional funds can be made available, the Owner may issue an additional fund reservation. It is expressly understood, however, that the Owner has no obligation to provide funds in addition to those currently reserved in writing. The Contractor is also cautioned that the prosecution of the work at a rate that will exhaust funds reserved before the end of the fiscal year will be at the Contractor's own risk.

If the Contractor so elects the Contractor may continue work under the conditions and restriction of this contract after funds have been exhausted, so long as there are funds for inspection and administration, concerning which the Contractor will be notified in writing. No payment will be made for any work done after funds have been exhausted unless and until sufficient additional funds have been provided by Congress. If and/or when funds again become available, the Contractor will be notified in writing as to the amount reserved for payments under this contract. However, if the Contractor so elects, the work may be suspended when the available funds have been exhausted. If funds for federal fiscal year 201_ are being made available for interim periods prior to the enactment of a final funding bill through a continuing resolution, the Contractor will be so advised in writing, and will be further advised in writing as to the amount available (if any) to fund continued work on this contract, as determined by the Owner in its sole and exclusive discretion.

(d) As to any work which may be done in excess of the amount for which funds have been reserved under the provisions of paragraph 11(a), the liability of the Owner is contingent upon the future appropriations necessary to cover such amounts being made by the United States Congress and an appropriate reservation of funds thereunder. Further, the Contractor hereby releases the Owner from any and all liability for delays in payment for work done beyond the current fund reservation due to the failure of Congress to appropriate sufficient funds in fiscal year 201_ in a timely manner.

(e) The Contractor hereby specifically acknowledges and agrees that it may not rely upon any oral representations by the Owner or engineer or any of their officers, employees, agents or representatives or by any agency of the United States Government concerning the availability of future funds, whether for FY 201_ or other out-year funding, and that Contractor may only rely upon a formal notification of availability of funds issued by the Owner and approved by the Bureau of Reclamation in order to proceed with work or to purchase materials to be used in work to be funded with FY 201_ funds.

(f) Anything in any of the contract documents to the contrary notwithstanding, in the event that the Contractor chooses to continue work after funds have been exhausted and funds thereafter become available, the Contractor shall not be entitled to interest on any payments delayed as a result of the unavailability of funds.

(g) If the amount appropriated and allocated to this project, both by the Bureau of Reclamation and the Owner, for federal fiscal year 201_ is less than the amount needed

to complete the project, the Owner will take one of two possible courses of action. Either the scope of the contract shall be scaled back such that the remaining work activities identified can be completed within the funds made available for fiscal year 201_, or the contract completion date will be extended. Either action will be accomplished through the change order process to allow for appropriate consideration of contract price adjustments.

(h) Change orders directing additional work under this contract shall not be considered authorization to exceed the amount allotted by the Owner as specified in paragraph 11(a) unless the amount is increased by inclusion of a statement contained in the change order.

(i) Nothing in this clause affects the right of the Owner to terminate this contract pursuant to the Termination for Convenience of the Owner clause of this contract.

10.0 - FUNDS AVAILABLE FOR PROJECT CONSTRUCTION EARNINGS

(For use when sponsor does have all the necessary funds available to complete the project in one fiscal year.)

Federal funds for earnings under this construction contract will be made available to the extent that funds are available to the Owner from U.S. Congressional appropriations allocated to it and made available by the United States of America acting through the Department of the Interior, Bureau of Reclamation, Billings, Montana Regional Office. All funds for this contract are available as provided in this clause.

(a) As to any work which may be done in excess of the amount for which funds have been reserved under the provisions of this clause, the liability of the Owner is contingent upon the necessary appropriations being made therefore by the Congress and an appropriate reservation of funds thereunder. Further, the Contractor hereby releases the Owner from any and all liability due to the failure of the U.S. Congress to appropriate sufficient funds, or for delays in payments due to lack of funds. The Contractor also releases the Owner from any and all liability for damages for breach of contract as a result of the failure of the Congress to appropriate sufficient funds.

(b) If at any time the Owner finds that the balance of this reservation is in excess of the estimated amount required to meet all payments due and to become due the Contractor because of the work performed or to be performed prior to the beginning of the next fiscal year, the right is reserved to reduce said reservation by the amount of such excess. The Contractor will be notified in writing of any such reduction.

(c) If the rate of progress of the work is such that the Owner finds that the balance of the reservation is less than the estimated amount required to meet all payments due and to become due because of work performed prior to the beginning of the next fiscal year, the Owner may

reserve additional funds for payments under this contract if there are funds available for such purpose. The Contractor will be notified in writing of such additional reservation

(d) The procedure described above in this clause shall be repeated as often as necessary on account of exhaustion of available funds and the necessity of awaiting the appropriation of additional funds by Congress.

11.0 - DRUG-FREE WORKPLACE

(a) *Definitions.* As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a contract with Owner.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award, or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

12.0 - BUY AMERICAN

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request.

Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber;

- Drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

13. WAGE RATES [Applicable to all contracts/subcontracts funded with Bipartisan Infrastructure Law (BIL) funds]

Section 41101 of the Bipartisan Infrastructure Law requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Bipartisan Infrastructure Law (P.L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

**THESE PARAGRAPHS MUST BE ADDED TO SPECIFICATION
SECTIONS THAT REQUIRE CONTRACTOR BORROW MATERIALS
FROM OFFSITE SOURCES:**

- (a) The Contractor will provide the Engineer and the designated representative of the Bureau of Reclamation with the legal descriptions of any potential borrow areas and plot these locations on the appropriate county atlas and topographic map.
- (b) Materials produced from borrow areas for the purpose of this contract include, but are not limited to, pipe zone and pipe base sand, engineered fill, gravel base, riprap, gravel surfacing.
- (c) For those borrow areas where new ground-disturbance is necessary (i.e. where the material is not stock-piled and must be excavated), the Contractor will allow sufficient time for the designated representative of the Bureau of Reclamation to consult with the appropriate State Historic Preservation Officer regarding the necessity for a cultural resources inventory and, if necessary, complete that inventory. (At a minimum, this consultation requires 30 days. If an inventory is necessary, this may require an additional 45 days).
- (d) The Contractor will take no action to use or alter the proposed locations until written approval for site use is received from the Engineer and the designated representative of the Bureau of Reclamation.
- (e) Include permission for the designated representative of the Bureau of Reclamation access in arrangements for use of private lands for use areas or borrow sources. The designated representative of the Bureau of Reclamation's access to the private land shall be to identify cultural resources and conduct appropriate inspections.

Attachment D—Index of Project Background Documents

Proposers shall review the index of Project background documents to support Proposal development. The Owner may also update the index of Project background documents from time to time with new information via addenda to the RFP.

Document Number	Document Title
1	BWTP Preliminary Design Report – August 2026

Project background information will be included with RFP document procured by interested Proposers through the QuestCDN (www.questcdn.com) process.

Attachment E—Pricing Information Form

The Proposer must complete the Pricing Information Form with all required cost information and include it in Appendix D of the Proposal. Pricing information includes the following:

1. Phase I – Preconstruction Phase Services Fee:
 - a. Hourly rates provided are binding and will be used in preparation of the Phase I contract.
 - b. Estimated hours will be used as reference when preparing the Phase I contract.
 - c. The total cost for Phase I services is binding.
2. Fixed percentage fee for CMAR's Fee during Construction Phase Services.

Pricing Information Form

Phase I – Preconstruction Phase Services

The Phase I scope and anticipated schedule of the CMAR contractor services for which pricing is required is defined in Attachment B. Proposers shall include rates and estimated hours for Key Personnel and additional staff that will support Key Personnel during Phase I in the table below.

Phase I Services Fee Table

Task 1 – Project Management			
Key Personnel – add rows as needed	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
Task 2 – Design Support/VE			
Key Personnel – add rows as needed	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
Task 3 – Cost Model and Risk Register			
Key Personnel – add rows as needed	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
Task 4 – Schedule Development			
Key Personnel – add rows as needed	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)

Task 5 – Procurement Plan Development			
Key Personnel – add rows as needed	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
Task 6 – Phase II GMP Development			
Key Personnel – add rows as needed	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
Total for All Phase 1 Tasks			Total (\$)

CMAR Fee

The CMAR Fee will be applied as described in the Draft CMAR Contract - EJCDC CMAR-525, Article 6. The CMAR fee will be a percentage fee on the cost of the Work for the project as a whole. The CMAR Fee should be inclusive of corporate overhead and profit.

CMAR Fee Percentage	%
---------------------	---

By signature hereon, the Proposer's authorized agent ("Agent") certifies that all necessary corporate acts have been taken to authorize the Agent to sign this document and that all information provided in Pricing Information Form are an accurate representation of the information the Proposer is providing.

CMAR Name: _____

Signed by (Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____

ENDAWS Task Order 3310 – Biota Water Treatment Plant Contract 3
Treatment Facilities, Pumping Stations, and Final Site Work
Final Design and Procurement Services

Task Order Effective Date: October 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a final design and procurement services Task Order with Black & Veatch (BV) in the amount of \$16,016,000 associated with a new Biota Water Treatment Plant (BWTP) to be constructed northwest of McClusky, North Dakota. Specific items to be designed include treatment processes, pumping stations, surge control systems, chemical systems, solids processing and handling systems, site work, yard piping and other elements necessary to make the BWTP operational, except for the power supply. Design services for BWTP Contracts 1, 2, and 4 and Ground Storage Reservoirs Contract 1 are not included here as they are or will be set forth in separate task orders. Construction of the facilities designed under this authorization is planned to begin in 2028 provided adequate funding is secured from federal, state, and local sources.

NEED AND BENEFIT

This plant is needed because the Federal Environmental Impact Statement and Record of Decision mandates inactivation of aquatic invasive species which requires solids to be removed from the raw water followed by disinfection processes. Inactivation is necessary as transfer of viable aquatic organisms from the Missouri River Basin into the Hudson Bay Basin is undesirable. Plans and specifications are required for a contractor to build the project. Construction is expected to take 3 to 5 years, so it is necessary to begin design now to stay on schedule for a 2033 RRVWSP commissioning. Garrison Diversion also plans to hire a construction manager at risk (CMAR) to help accelerate the schedule among other things. This Task Order authorizes Garrison Diversion's engineering consultant to prepare around 800 plan sheets and associated specifications so a construction contractor can build this sizeable asset. The budget included in the 2025-27 biennium workplan for these design services is \$18 million. As can be seen below, the engineering services fee is within the workplan budget. The recently updated construction cost opinion (Sept. 2026) to construct BWTP Contract 3 is \$230 million.

TASK ORDER SUMMARY

Services to be provided by the engineering team (BV, AE2S, Apex, Burian, and Ulteig) are fully described in the attached Task Order. This table summarizes the major tasks and their associated fee.

Basic Services: Traditional final design services of the Biota Water Treatment Plant are included in Basic Services.

	Fee	% of Const
1) Task Order Management and Administration	\$703,279.00	
2) Special Project and Third-Party Meetings	\$345,955.00	
3) Supplemental Design Evaluations	\$422,484.00	
4) Field Services	\$141,658.00	
5) Final Design Services	\$12,175,296.00	
Subtotal	\$13,788,672.00	6.0%

Special Services: Tasks associated with assisting Garrison Diversion in hiring a CMAR and subsequently working with the CMAR during design are included in Special Services.

	Fee	% of Constr
1) Solicitation and Selection of CMAR	\$275,285.00	
2) CMAR Negotiations for Phase I – Preconstruction Services	\$26,272.00	
3) CMAR and Engineering Team Initial Coord and Alignment	\$314,485.00	
4) Design Execution and Coordination with the CMAR	\$453,435.00	
5) Preparation of Design Packages for CMAR	\$729,495.00	
6) Bidding Assistance to CMAR	\$428,356.00	
Subtotal	\$2,227,328.00	1.0%
Grand Total	\$16,016,000.00	7.0%

TASK ORDER OVERVIEW

This 165-cubic-feet-per-second greenfield site BWTP project will be located adjacent to the McClusky Canal on U.S. Bureau of Reclamation property northwest of McClusky, North Dakota. Figure 1 on the following page shows a model view of the facility generated during the project's preliminary design.

Basic Services of this Task Order includes engineering work tasks as follows:

Task 1 – Task Order Management and Administration – Includes overall management and administrative services associated with this design Task Order. It is consistent with services rendered under previous Task Orders.

Task 2 – Special and Third-Party Meetings – Covers virtual and in-person meetings as needed with stakeholders, including the Department of Water Resources, Department of Transportation, Garrison Diversion Board and committees, LAWA Board and committees, Sheridan County, McClusky Township, and applicable utilities.

Task 3 – Supplemental Design Evaluations – Consists of supplemental evaluations to assess design changes that could 1) reduce project costs, 2) accelerate schedule, and 3) positively impact future facility operation and maintenance. These evaluations will identify cost and operational impacts for consideration of incorporation into the project. Technical memoranda will be issued documenting the evaluations and subsequent decisions.

Task 4 – Field Services – Includes services to collect additional supplemental field data needed to complete final design and for development of bid packages. Most field data was collected during preliminary design, including geotechnical data for foundation design.

Task 5 – Final Design Services – Consists of developing plans and specifications for the BWTP, which will go to a CMAR to build the facilities. Engineer will provide final design services for BWTP as defined in the preliminary design report, so a guaranteed maximum price (GMP) can be obtained for construction. Deliverables will be submitted at the 60- and 90-percent stages. An equipment procurement package will be necessary as lead times for some material and equipment are lengthy. This is especially relevant for electrical equipment and large valves.

Special Services includes engineering work tasks as follows:

Task 1S – Solicitation and Selection of CMAR – Consists of helping Garrison Diversion to solicit proposals from CMAR firms and selecting a firm to build the water plant facilities. Development of a Request for Proposals, public solicitation of firms, proposal reviews, interviews, and selection of a CMAR are included in this task.

Task 2S – CMAR Negotiations for Phase I – Preconstruction Services – Once Garrison Diversion has selected a CMAR, it will be necessary to develop and sign an agreement with the CMAR. Engineer will assist Garrison Diversion with negotiations and development of an agreement.

Task 3S – CMAR and Engineering Team Initial Coordination and Alignment – Consists of initial activities necessary for on-boarding of the CMAR and aligning project goals and objectives for all organizations involved in the RRVWSP, including the CMAR, BV and its consultants, and project stakeholders.

Task 4S – Design Execution and Coordination with the CMAR – Taking advantage of early involvement of construction professionals will be vital to obtaining the full benefit of alternative delivery. The engineering team will coordinate regularly with the CMAR as it relates to constructability, sequencing, scheduling, phasing, and cost.

Task 5S – Preparation of Design Packages for CMAR – Consists of compiling plans and specifications for up to five work packages generated by the CMAR. Scheduling of the work packages will coincide with the CMAR's schedule.

Task 6S – Bidding Assistance to CMAR – Involves interpretations of plans and specifications for vendors related to various construction packages. Preparing addenda and developing issued-for-construction plans is included.

PROJECT SCHEDULE

Basic and Special Services discussed herein are expected to begin as soon as the Task Order is executed with services extending through December 2028. A schedule refinement is expected once the CMAR is engaged and has formulated an approach to deliver the construction work.

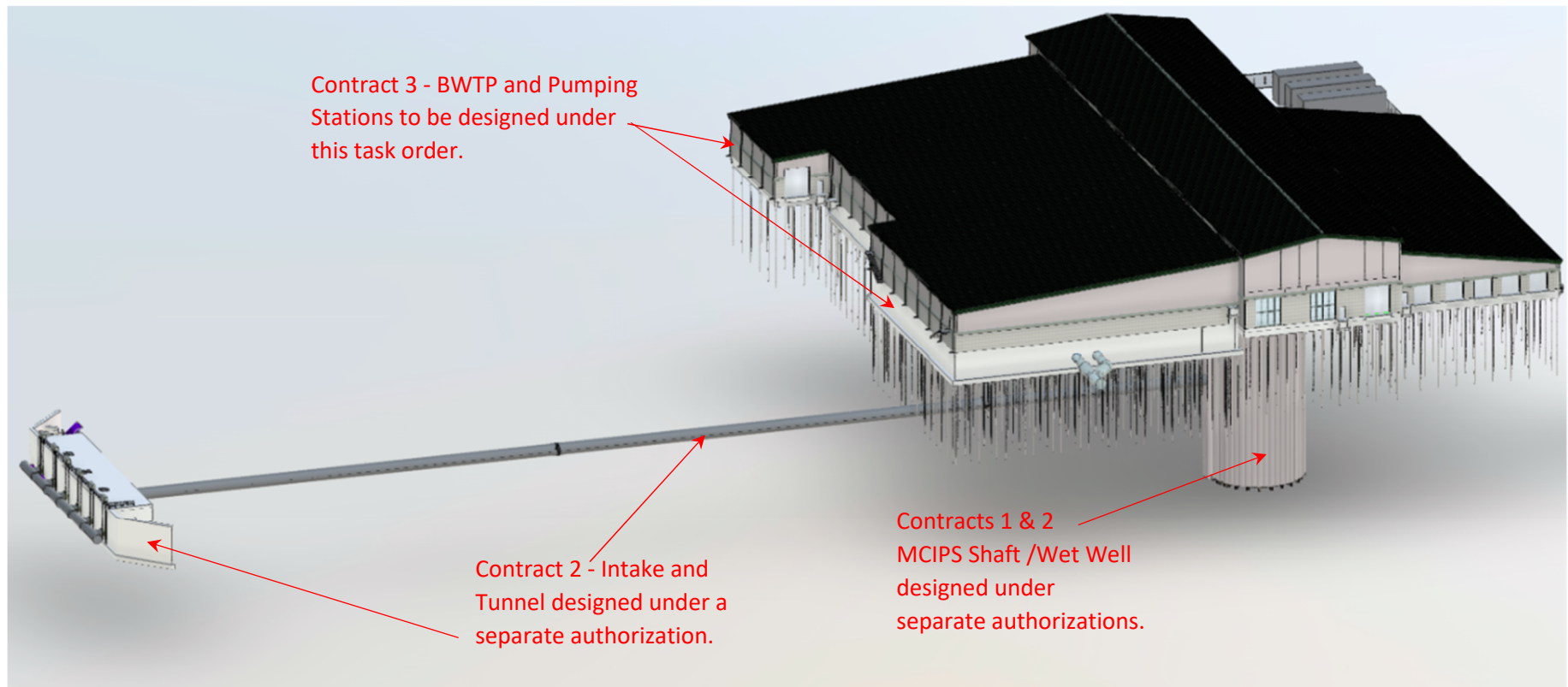
ENDAWS Task Order 3310 – Biota Water Treatment Plant Contract 3

**Treatment Facilities, Pumping Stations, and Final Site Work
Final Design and Procurement Services**

Task Order Effective Date: October 1, 2026

TASK ORDER EXECUTIVE SUMMARY

Figure 1 – Isometric View of Biota Water Treatment Plant from Preliminary Design's Revit Model



Black & Veatch Corporation

Professional Services for the Red River Valley Water Supply Project under General Agreement dated January 17, 2008

**ENDAWS Task Order 3310 – Biota Water Treatment Plant Contract 3
Treatment Facilities, Pumping Stations, and Final Site Work
Final Design and Procurement Services**

**Funding Sources – Federal MR&I Grant; 2025-27 Biennium State; Series F Local
2025-27 Biennium Workplan Item No. 6**

Effective Date – October 1, 2026

Content of this Task Order is as follows:

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XII. ACCEPTANCE.....	19

I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal and conveyed to a new water plant. A multi-county pipeline will then convey flows from the plant 125 miles east to the Sheyenne River. Lake Ashtabula located downstream, will provide storage for controlled releases to the Red River Valley.
2. The U.S. Department of the Interior, Bureau of Reclamation (Reclamation), with the assistance of Garrison Diversion and Engineer, completed the Eastern North Dakota Alternate Water Supply (ENDAWS) project’s environmental impact statement (EIS), which resulted in the record

of decision being signed for the ENDAWS portion. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.

3. Professional services for planning, design, and construction of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction. Previous and ongoing work associated with this task order is as follows:
 - A. Preliminary Design for the McClusky Canal Intake (MCI) and McClusky Canal Intake Pumping Station (MCIPS); the Biota Water Treatment Plant (BWTP) and McClusky Main Pumping Station (MMPS); and Ground Storage Reservoirs (GSRs) were previously authorized under Task Orders 2250, 3210, and 4250, respectively. A Preliminary Design Report (PDR) for the ENDAWS facilities, completed in 3Q26, will serve as the basis for the final design work in this Task Order.
 - B. Final Design and Bidding Assistance for the MCIPS shaft/wet well, access road for use by construction vehicles for the MCIPS and BWTP sites, and mass grading of the BWTP site was previously authorized under Task Order 2350 (MCIPS Shaft/Wet Well Excavation and Site Development Contract 1). Contract Documents (CDs) suitable for public advertising and bidding were developed for shaft/wet well and site-civil improvements. Construction Phase Services for the MCIPS Shaft/Wet Well Excavation and Site Development Contract 1 has been authorized under Task Order 2650.
 - C. Final Design and Bidding Assistance for the Intake, Tunnel and MCIPS Wet Well Liner Contract 2 has been authorized under Task Order 2360. CDs suitable for public advertisement and bidding and bid assistance will be provided. Construction Phase Services for the Intake, Tunnel and MCIPS Wet Well Liner Contract 2 are expected to be authorized under Task Order 2660 in early 2027.
 - D. Geotechnical explorations and reporting of the in-situ soil conditions were completed under Task Order 5335 and supplemental borings were completed under Task Order 3220. A geotechnical exploration report was prepared following soil borings and laboratory analysis of soil samples taken. A Geotechnical Engineering Report is being prepared under Task Order 3220 for use in this final design.

II. TASK ORDER OBJECTIVES

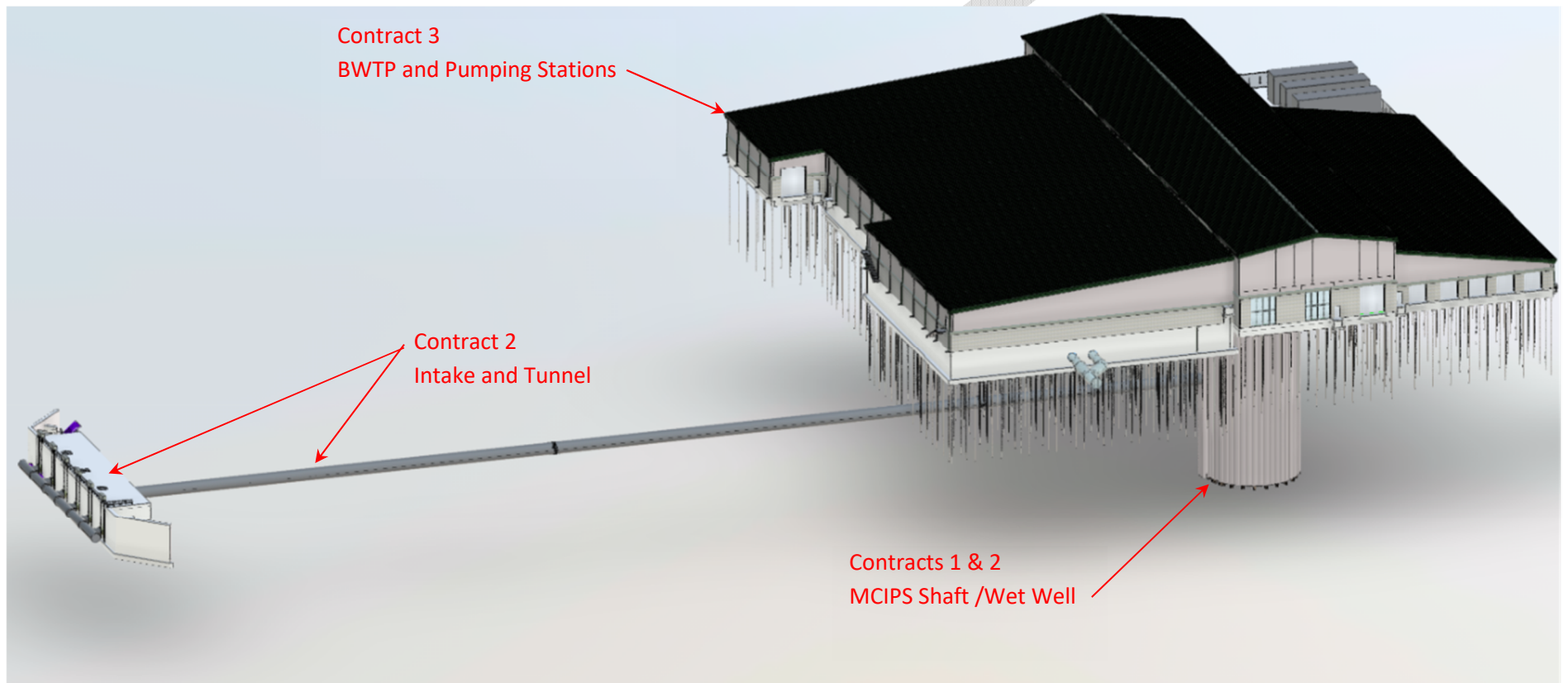
1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the BWTP, MPS, and final sitework (Contract 3). Figure 1 shows an isometric view of the BWTP facilities from the 3D model developed during preliminary design. Items included in this task order and other BWTP construction contracts are identified therein.
2. In the initial phase of work, Engineer will perform Supplemental Design Evaluations to identify opportunities to provide cost capital and/or O&M cost savings, issues that may impact project funding or schedule, and provisions for future operations and maintenance of the facilities. The evaluations will provide the Owner with options for incorporation into the final design.

3. Once designed, Engineer will deliver biddable Design Documents (DDs) to Garrison Diversion in multiple packages so the Project can be built under a Construction Manager At-Risk (CMAR) construction procurement approach. The BWTP, MPS, and final site work were designed to an approximate 30-percent completion level under Task Order 3210 discussed above.
4. A preliminary sheet list identifying the drawings to be produced under this Task Order is included as Attachment A.
5. A preliminary specification list, including front-end or Division 0 sections identifying specifications to be produced under this Task Order, is included as Attachment B.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement), as amended.
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional design services associated with development of DDs for construction of water treatment facilities, pumping stations, and chemical storage, handling, and feed equipment.
3. Construction Procurement. Engineer will develop design packages of sufficient detail for the Owner to obtain Guaranteed Maximum Price (GMP) construction packages from a CMAR. The Work may be built under several construction contracts including subcontractors working for the CMAR. Additional Services related to the CMAR procurement and construction method are identified in Special Services.
4. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
5. Capital Cost Opinions. Engineer will provide input (i.e., acceptable equipment manufacturers, quantity takeoffs from the Revit model, materials selection, etc.) to the CMAR for development of its Cost Model.
6. Document Production Standards and Procedures. Engineer will prepare DDs using the most current version of the three-part Construction Specifications Institute (CSI) MasterFormat for technical specifications; Engineer's drawing standards; and Engineer's design procedures and criteria, AutoCAD drafting standards, and standard construction details.
7. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables article of this Task Order. Deliverables not listed in the Deliverables article are considered Additional Services.

Figure 1 Isometric View of BWTP 3D Model Developed in Preliminary Design



8. Explicitly Identified Quantities. In development of this Task Order, Engineer estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

Basic Services of this Task Order are organized into major tasks as follows:

- Task 1 – Task Order Management and Administration
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Supplemental Design Evaluations
- Task 4 – Field Services
- Task 5 – Final Design Services

1. Task 1 – Task Order Management and Administration

This task includes overall management and development of a plan specific to the Work. The overall objective of this task is to keep the Task Order on schedule and on budget.

- A. Project Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work. Engineer will make periodic reports for Garrison Diversion on the status of the Work.
- B. Administration. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to the Owner.
- C. Prepare Project Invoices. Prepare monthly invoices submitting to the Owner for approval and payment.
- D. Schedule Updates. Engineer will prepare a baseline Gantt chart schedule at Task Order's inception. The schedule will be updated periodically comparing actual progress by task/subtask to the baseline schedule.
- E. Management of Subconsultants. Engineer will monitor subconsultant progress, review and approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee Subconsultants' performance.

2. Task 2 – Special Project and Third-Party Meetings

The overall objective of this task is to keep stakeholders apprised of the Work status and to provide a forum for stakeholder input. Agenda and notes will be prepared documenting discussions and action items. The following meetings are anticipated:

- A. Task Order Initiation Meeting. Conduct a Task Order Initiation Meeting to review the overall approach to the Work and the included scope elements, the schedule by which the Work will be prosecuted, and other relevant coordination and management items necessary for a successful outcome.
- B. Third-Party Meetings
- i. Stakeholder Meetings. These meetings are specific to this task order and include detailed discussions of facilities' final design and its associated procurement. Engineer will attend and present Project information assumed to be as follows:
 - (a) Four (4) meetings with the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC) or LAWA Board. Two meetings are assumed to be in person and two will be virtual.
 - (b) Four (4) meetings with Garrison Diversion's Red River Valley Committee, Executive Committee, or Board of Directors. Two meetings are assumed to be in person and two will be virtual.
 - (c) Four (4) meetings with the North Dakota Department of Water Resources. Two meetings are assumed to be in person and two will be virtual.
 - ii. Design Coordination Meetings. Engineer will schedule and meet with the following agencies. Unless noted otherwise, all meetings are assumed to be virtual. Engineer will provide summary notes.
 - (a) Six (6) meetings with the Bureau of Reclamation (Reclamation).
 - (b) One (1) meeting with North Dakota Department of Transportation (NDDOT) regarding construction traffic access from North Dakota Highway 200.
 - (c) Two (2) meetings will be held with the Sheridan County Commission or their designated representative(s) or other county entities for approval of construction haul roads and other construction related items. These meetings are assumed to be in person and will be facilitated by Engineer's consultant.
 - (d) Four (4) Operations Working Group meetings to obtain input during design related to operations and maintenance of the BWTP. Anticipated example input includes access to equipment, chemical facilities arrangements, lifting and hoisting requirements, operations and maintenance facilities, equipment preferences, etc. It is anticipated that the half-day meetings will be held in person in either Fargo or Grand Forks.
 - (e) One (1) meeting will be held with the McClusky Township for approval of construction related items, to discuss any necessary permits, and to provide general coordination and communication of the project. This meeting is assumed to be in person and will be facilitated by Engineer's consultant.

- (f) Two (2) meetings with other impacted utilities or stakeholders will be held virtually.

3. Task 3 – Supplemental Design Evaluations

The purpose of the supplemental evaluations is to assess options that could 1) result in capital cost and/or O&M cost savings, 2) positively or negatively impact project funding or schedule, and 3) have direct impact on future operations and maintenance of the facilities. These evaluations will provide a summary of options that vary from the Preliminary Design Report and identify cost and operational impacts to Garrison Diversion for consideration of incorporation into the final design. A Technical Memorandum will be issued for each of the tasks below. Technical Memorandums will be reviewed with Garrison Diversion for final determinations, which will either direct its incorporation into the facilities design or not.

- A. Standby Capacity (N+1) Analysis. BWTP is not a potable water treatment facility. As such, some areas where standby units or capacity have been incorporated into the Preliminary Design could be reduced as the current design approach mirrors that of a traditional water treatment plant abiding by standard design approaches for potable water facilities. An analysis completed by Engineer will identify areas where capacity could be reduced, the associated capital cost savings, and potential impacts to operations with a reduction in standby units. A summary will be prepared and reviewed with Garrison Diversion staff for final decisions. Input from Reclamation may be required for some design changes. Specific areas for consideration include:
 - i. Standby power generation – number and capacity of units
 - ii. N+1 evaluation (i.e., firm capacity or capacity with the largest unit out of service) – this would apply to items such as:
 - (a) Passive intake screens,
 - (b) Intake pumps,
 - (c) Treatment processes and equipment,
 - (d) Residuals pumps,
 - (e) Residuals treatment equipment,
 - (f) Chemical delivery, storage, handling, and feed equipment,
 - (g) Ultraviolet light (UV) disinfection,
 - (h) Main pumps,
 - (i) Hydro-pneumatic surge tanks,
 - (j) Building mechanical systems (e.g., HVAC, plumbing, fire protection),
 - (k) Electrical systems, and
 - (l) I&C systems.
- B. Facility Size Review. Non-process areas such as office, conference rooms, operations and maintenance areas will be reviewed with Garrison Diversion to determine if size reductions that lead to capital cost reduction are feasible while meeting operational needs.

- C. Geotechnical Design and Assumptions and Foundation Design. Optimization of foundations requirements for areas with lower loading rates will be evaluated along with requirements to address potential for differential settlement. Projected cost savings associated with foundation design revisions will be prepared and reviewed with Garrison Diversion staff for final decisions. A summary of geotechnical considerations for the site will be included.

4. **Task 4 – Field Services**

This Task Order includes services to collect additional supplemental field data needed to complete final design and for development of bid packages. A Supplemental Geotechnical Field Investigation is being completed under Task Order 3220, and the results of that investigation will be used to support this Task Order. No additional geotechnical field work is included in this Task Order.

- A. Limited Topographic Survey. Engineer will provide field topographic surveys for supplemental data needed for final design. This scope of services includes up to 40 hours of onsite surveying by a 2-man survey crew with supplemental time for data processing and drawing development.
- B. Site Visits. Engineer will make visits to the site for the purpose of collecting supplemental information and other data to support the final design efforts. Up to four trips are anticipated for fee development purposes.

5. **Task 5 – Final Design Services**

The purpose of final design is to develop design documents for BWTP, which the Owner will provide to a CMAR to build the desired facilities. Engineer will provide final design services and design documents for the BWTP facilities as defined in the ENDAWS PDR. The design documents will be prepared for the purposes of obtaining GMP construction package(s) from a CMAR and construction of the Work. Intermediate deliverables will be prepared and submitted to the Owner upon achievement of 60- and 90-percent design completion. More than one design package may be prepared for separate construction work to be bid by subcontractors to the CMAR. An equipment procurement GMP package may be developed prior to 90-percent design.

- A. Design Team Conference Calls. Engineer will schedule and lead conference calls with the Owner and their team. Calls will be scheduled, and content organized to coincide with other Task Orders for efficient utilization of staff time.
 - i. Owner Conference Calls (up to thirty-six calls will be held). Engineer will conduct bi-weekly conference calls with the Owner to review overall progress, exchange ideas and information, and coordinate activities.
 - ii. Task Order Coordination Calls (up to eighteen calls will be held). Engineer will plan and take part in monthly coordination conference calls with tasks leaders of other Task Orders to share progress and conclusions such that efforts are coordinated.

- B. Compile 30 percent drawing set. The PDR provides visual representation of the BWTP building in a 3-D model. A full PDR plan set will be developed at the start of detailed design. This set will coordinate development of plans and sections across design disciplines and incorporate additional drawings beyond the scope of the PDR. Additional drawings to be developed include:
- i. Control block diagrams.
 - ii. P&ID drawings for chemical systems, safety support systems, air burst system, ammonia feed system, bisulfite system, compressed air, engine generators, solids thickening, and sludge lagoons.
 - iii. Major plans and sections for all process equipment.
 - iv. Mechanical process enlarged plans and sections for MPS, MCIPS, Pretreatment, UV, and Solids Handling Equipment.
 - v. Mechanical process valve and equipment schedules.
 - vi. Plumbing lower-level plan.
- C. Corrosion Protection System Evaluation. Engineer will formulate an approach and develop in detail a corrosion protection system for the Project. Engineer will evaluate the data from corrosivity testing completed and reported under Task Orders 3210 and 3220 and the corrosion protection technical memorandum developed in Task Order 2650. From this information, develop drawings and specifications for the corrosion protection system incorporating them into the DDs. Drawings and specifications will be developed for 60- and 90-percent, and Final deliverables. The 60-percent deliverable consists of the design of essential components of the corrosion protection system. Final client comments will be incorporated into the Final deliverable.
- i. Design Memorandum. Prepare a draft and final corrosion protection system technical memorandum.
 - ii. Final Design Services. Prepare and deliver the design of essential corrosion protection system components.
- D. Front-End Documents Customization
- i. Prepare and deliver draft front-end documents as required to incorporate Reclamation requirements for Federal projects for use by the CMAR in obtaining bids from subcontractors.
 - ii. Conduct a review conference call with Owner and Reclamation to discuss and receive comments on the draft front-end documents.
 - iii. Revise front-end documents addressing comments by Owner and Reclamation and incorporate modifications, if any, into subsequent deliverables.

- E. Permitting. This subtask encompasses applicable governmental approvals, including counties, townships, and utility permits and approvals necessary to construct the facilities. The facilities will comply with overall Federal permit requirements.
- i. Engineer will obtain in conjunction with the Owner necessary approvals from the appropriate utilities, city, county, and state agencies having authority over the Work.
 - ii. Engineer will prepare a permitting schedule identifying action items, decision points, milestones, reviews, and approvals required to complete permitting. Engineer will communicate status of permits to Owner.
 - iii. Contractor-Provided Permits. Engineer will provide in the DDs a list of the permits that must be obtained by the Contractor. Based upon preliminary design, it is understood that the following permits, at a minimum, will be the responsibility of the Contractor:
 - Erosion and sediment control
 - Land disturbance
 - Stormwater
 - Dewatering operations discharge
 - iv. Owner-Provided Permits
 - (a) Engineer will aid the Owner in obtaining the following permits from government agencies, North Dakota Department of Environmental Quality (NDDEQ), United State Environmental Protection Agency (USEPA), North Dakota Department of Transportation (NDDOT), utilities, and other entities as noted below:
 - NDDEQ discharge permit for supernatant from residuals lagoons
 - NDDEQ discharge permit application for SRO at Cooperstown
 - USEPA solids disposal permit
 - NDDOT access
 - County and township conditional use
 - County road closing/detours
 - (b) Assistance provided by Engineer for the above listed permits will include:
 - (i) Preparation of applications, exhibits, drawings, and specifications ready for the Owner's execution and/or transmittal.
 - (ii) Furnishing additional information about the Project's design as required by the permitting authority.
- F. 60-percent DDs (Level 2 Design)
- i. The Level 2 design will commence after the Owner accepts the preliminary design set forth in the ENDAWS PDR.

ii. The content of Level 2 deliverables is as follows:

- Draft front-end documents to incorporate Reclamation requirements for Federal projects
- General drawings,
- Site plan, including enlarged lagoon and septic system plans,
- Grading and paving plans,
- Yard piping drawings,
- Structural foundation plans and sections,
- Structural framing plans and sections,
- Architectural plans, sections, elevations, and perspectives,
- Facility plans, sections, and details showing major process and sub-process equipment,
- Piping and instrumentation diagrams (P&IDs),
- Equipment control descriptions,
- Process equipment specifications and data sheets,
- Valve list,
- Instrumentation input and output lists,
- Instrumentation device schedules,
- Substation transformer plan,
- Power and lighting plans,
- Electrical one-line diagrams,
- Electrical fixture schedules,
- Commodity specifications with schedules,
- HVAC layouts and equipment schedules,
- Plumbing plans,
- Duct bank and roadway lighting arrangements,
- Architectural schedules,
- Plumbing schedules,
- Draft technical specifications for each discipline,
- Draft corrosion protection system technical memorandum,
- Constructability review results,
- Quantity takeoffs from Revit model,
- Internal quality control review and refinement,
- QA/QC plan and log update, and
- Task Order schedule update.

iii. Provide technical specifications and drawings for Owner review.

iv. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log distributed to meeting attendees.

v. Revise documents as necessary to reflect decisions taken at this level incorporating design modifications into subsequent deliverables.

G. 90-percent DDs (Level 3 Design)

- i. The Level 3 design will commence after the Owner has accepted Level 2 deliverables. The content of the Level 3 deliverables is as follows:

- Final draft drawings review set,
- Final draft technical specifications review set,
- Front-end documents to incorporate Reclamation requirements for Federal projects
- Final draft corrosion protection system technical memorandum,
- Quantity takeoffs from Revit model,
- Constructability review results,
- Internal quality control review and refinement,
- QA/QC plan and log update, and
- Task Order schedule update.

- ii. Provide specifications and drawings for Owner review.

- iii. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log distributed to meeting attendees.

- iv. Revise documents according to mutual agreement reflecting decisions taken at this level incorporating design modifications into subsequent deliverables.

- H. 100-percent DDs. Prepare DDs starting from the Level 3 design. These documents will include comments received from the Owner. Deliverables include the following:

- Drawings,
- Technical specifications, and
- Front-end documents as required for Reclamation documents.

I. Final Sealed and Signed DDs

- i. Preparation of the final DDs will commence after the Owner has accepted 100 percent deliverables.

- ii. Provide the Owner with a record copy of Final DDs that are sealed, signed, and dated by the Engineer of Record.

- J. CMAR Cost Model. Engineer will coordinate with CMAR for development of a cost model providing updated information from that presented in the ENDAWS PDR at the various stages of final design, submitting updates for the Owner's information and use as follows:

- i. Sixty-percent Cost Model. After transmitting the 60-percent deliverable, provide quantity takeoffs and equipment selections to CMAR for development of cost model.

- ii. Ninety-percent Cost Model. After transmitting the 90-percent deliverable, provide updates on quantity takeoffs and equipment selections to CMAR for refinement of cost model.
 - iii. Final Cost Model. After transmitting final deliverable, provide updates for final revisions to quantities and selections to CMAR to assess impacts to cost model.
- K. Quality Control. Engineer will provide QA/QC services necessary for execution of the Task Order. QA/QC reviews will be provided for each deliverable furnished. Engineer or consultant's independent senior staff will complete reviews. Engineer will log QA/QC reviews and maintain records of said reviews in their files. In addition, Engineer will log comments received from the Owner and provide a log of comments and Engineer responses for the following events:
- 60-percent DDs
 - 90-percent DDs
 - 100-percent DDs
 - Front-end documents
- L. Engineer's services under the Final Design Phase will be considered complete on the date when the final design submittals identified in the Deliverables paragraphs are provided.

V. SPECIAL SERVICES

Special services that are to be provided under this Task Order relate to solicitation, selection, and subsequent collaborative work with the CMAR for construction of BTWP and other ENDAWS and RRVWSP facilities. The following services will be provided.

Special Services of this Task Order are organized into major tasks as follows:

- Task 1S – Solicitation and Selection of CMAR
- Task 2S – CMAR Negotiations for Phase I – Preconstruction Services
- Task 3S – CMAR and Engineering Team Initial Coordination and Alignment
- Task 4S – Design Execution and Coordination with CMAR
- Task 5S – Preparation of Design Packages for CMAR
- Task 6S – Bidding Assistance to CMAR

1. Task 1S - Solicitation and Selection of CMAR

- A. Request for Proposal (RFP) Development and Solicitation. To support the Owner during the CMAR selection process, Engineer will assist in the preparation of an RFP. The following tasks will be completed in furtherance of this goal.
- i. Develop the RFP using available industry templates and review with stakeholders and GDCD's legal team,
 - ii. Review and implement requirements of the North Dakota Century Code relating to use of CMAR procurement for municipal construction projects,
 - iii. Help GDCD establish a Selection Committee,

- iv. Complete contractor outreach in advance of the RFP publication,
 - v. Advertise the RFP publicly, and
 - vi. Hold a pre-proposal meeting at McClusky or Carrington, North Dakota after publication of the RFP with interested parties.
- B. Receipt and Review of Proposals. Proposals from interested CMARs will be sought within weeks of publicly advertising the RFP. The following efforts will be undertaken after proposals are received.
 - i. Assist GDCD and the Selection Committee in reviewing proposals received from potential CMARs (up to six proposals are expected and the fee estimate is based on this quantity),
 - ii. Compile and tabulate Selection Committee scoring; publish as directed by GDCD, and
 - iii. Assist the Selection Committee in the determination of the most qualified firms from scoring results, and
 - iv. Draft a notification letter on behalf of the Selection Committee to the short-listed firms for GDCD's use.
- C. Interview Shortlisted Firms and Make Selection. Short-listed firms will be invited for an interview with the Selection Committee. Engineer will assist GDCD with administering and managing this effort. The following efforts will be undertaken after proposals are received and evaluated.
 - i. Prepare for and assist the Selection Committee in conducting interviews (up to three firms are anticipated to be shortlisted and the fee estimate is based on this quantity),
 - ii. Compile and tabulate Selection Committee scoring; publish as instructed by GDCD,
 - iii. Provide a recommendation of contract award on behalf of the Selection Committee to the Boards, DWR, and Reclamation, on behalf of the Selection Committee, and
 - iv. Draft a notification letter to the selected firm of contract award on behalf of the Selection Committee for GDCD's use.

2. Task 2S – CMAR Negotiations for Phase I – Preconstruction Services

- A. Assist with CMAR Negotiations and Finalization of the Agreement. The CMAR will submit with its proposal a proposed scope of work and fee to complete Phase 1 activities. It will be necessary to transition this proposal into a scope of services. The fee proposed will be reviewed and any discrepancies or inconsistencies with the scope of work and the program requirements will be addressed.
- B. Distribute Agreement for Execution and Draft Notice to Proceed. Once the agreement has been negotiated with the CMAR, it will be circulated for DocuSign signatures. The fully executed agreement will be transmitted electronically to parties. A notice-to-proceed will be drafted and transmitted to the CMAR.

3. Task 3S – CMAR and Engineering Team Initial Coordination and Alignment

- A. Phase 1 Kickoff/Chartering Meeting. Attend and facilitate a chartering meeting with the CMAR and other stakeholders. Engineer and its consultants will have up to six attendees.

The purpose will be to review overall program and planned BWTP facilities based on the PDR. Specific areas to be reviewed will be the basis of design, facilities model, work under other contracts, equipment selection options, project schedule, and Engineer's cost opinion prepared during preliminary design. A two-day on-site meeting is anticipated, excluding travel time; the fee estimate is based on this quantity.

- B. Assist CMAR with Conducting a Value-Engineering Workshop. Engineer's key management and technical staff (up to four people) will attend in person the on-site workshop to be held at GDCD's facilities in Carrington, ND. This workshop is assumed to be three days maximum not including travel time; the fee estimate is based on this quantity.

4. Task 4S – Design Execution and Coordination with CMAR

Engineer will coordinate with the CMAR throughout final design. Specific coordination items and tasks include:

- A. Coordination/Workshop Meetings. Engineer will attend virtual bi-weekly design review meetings with the CMAR. The topics of those meetings will include constructability, costs, and value engineering opportunities feedback.
- B. CMAR Risk Register Development. Major equipment associated with BWTP is likely to have long lead times for production and delivery. BABA requirements will increase the lead times and may limit the number of viable manufacturers. Engineer will work with the CMAR to identify potential sourcing and schedule issues associated with equipment and material. This information will be used in discussions with Garrison Diversion and Reclamation to determine listed manufacturers and potential procurement packages for expediting construction.
- C. Project Sequencing and Phasing. Engineer will support CMAR in developing construction sequences and refinement of the project schedule.
- D. CMAR Cost Model Refinement. In addition to providing quantity takeoffs and equipment information, Engineer will attend meetings with the CMAR at each deliverable stage to answer questions and support CMAR's cost model development and refinement.

5. Task 5S – Preparation of Design Packages for CMAR

- A. Prepare separate DDs for CMAR letting of work to subcontractors for early work packages. It is anticipated that at least five packages will be required with associated front-end documents for bidding. As the number of early work packages has not been confirmed at the time of this Task Order, an allowance is provided for the work. The anticipated early work packages are as follows:
 - i. Process Equipment (up to two packages)
 - ii. Medium- and Low-Voltage Electrical Gear
 - iii. Building Mechanical, including HVAC, Plumbing, and Fire Protection
 - iv. Deep Foundation Systems

- B. Review and Resolution of CMAR's Comments on Deliverables. Engineer will review input from CMAR on constructability, equipment selections, and design requirements for incorporation into final design at each deliverable.
- C. Review and Feedback to GDCD on CMAR's GMP at 60- and 90-percent Deliverables.
- D. Assistance with Review and Finalization of CMAR Guaranteed Maximum Price (GMP) Amendments.

6. Task 6S – Bidding Assistance to CMAR

- A. Advertisement and Bid Letting by CMAR
 - i. Production of Design Documents. Produce digital copies of DDs, addenda, and geotechnical reports for CMAR's use and distribution.
 - ii. Interpretation of Bidding Documents. Interpret bidding documents; prepare and issue up to two addenda to the DDs, as required for CMAR letting of work to subcontractors. More addenda will be provided as Additional Services.
- B. Post-award Services. Engineer will provide the following services after the CMAR issues the Notice of Award to subcontractors/vendors/suppliers.
 - i. Prepare Issued-for-Construction (IFC) DDs. Engineer will incorporate drawing, specification, and geotechnical report items made by addendum during the bidding phase, as applicable, into the native files (i.e., AutoCAD, Revit, Word, or Excel files, as applicable) before construction begins. Once addenda items have been incorporated, Engineer will produce and transmit IFC DDs electronically and in hardcopy format, if requested, (up to eight copies) to Owner and CMAR for use during construction. Engineer will provide electronic IFC DD files in bookmarked pdf format.
 - ii. Obtain Drone-Based Video. Prior to initiation of work on site, Engineer will make an aerial record of the roads and BWTP site documenting existing pre-construction conditions. Produce aerial drone-based videos of the construction job site using a 12-megapixel minimum resolution camera. Provide a drone and operator with proper certifications and licenses for both Federal and local authorities. Drone video will be collected as follows:
 - (a) Pre-Construction conditions immediately prior to start of construction.
 - (b) Construction documentation will be completed via flights under a future construction phase services task order.

Bidding Assistance to CMAR will be considered complete upon commencement of construction for a given work package.

VI. DELIVERABLES

The following deliverables will be furnished under this Task Order. Documents or deliverables not included in the list below will be provided as Additional Services as authorized by the Owner.

1. Task 1 – Project Management
 - A. Baseline Schedule and updates (electronic pdf files)
2. Task 2 – Special Project and Third-Party Meetings. Meeting agenda (included with MS Outlook meeting invitations) and notes (electronic pdf files)
3. Task 3 – Additional Evaluations during Final Design
 - A. Standby Capability (N+1) Analysis Technical Memorandum
 - B. Facility Size Review Technical Memorandum
 - C. Geotechnical Design Assumptions and Foundation Design Technical Memorandum
4. Task 4 – Field Services
 - A. Not applicable
5. Task 5– Final Design Phase
 - A. Meeting/conference call agenda and notes (electronic pdf files)
 - B. Draft front-end documents (single hard copy and electronic pdf file)
 - C. Level 2 DDs (single hard copy and electronic pdf files)
 - D. Draft corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - E. Level 2 Owner review comments log (electronic pdf file)
 - F. Level 3 DDs (single hard copy and electronic pdf files)
 - G. Revised corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - H. Level 3 Owner review comments log (electronic pdf file)
 - I. Final DDs (single hard copy and electronic pdf files)
 - J. Final corrosion protection system technical memorandum (single hard copy and electronic pdf file)
6. Task 1S – Solicitation and Selection of CMAR (deliverables are electronic pdf files unless noted otherwise)
 - A. Request for Proposal
 - B. Pre-proposal meeting agenda and notes
 - C. Proposal review comments
 - D. Proposal scoring and tabulation
 - E. Short-list notification letter
 - F. Interview scoring and tabulation
 - G. Interview agenda and scheduling
 - H. Recommendation of award

7. Task 2S – CMAR Negotiations for Phase I – Preconstruction Services (deliverables are electronic pdf files unless noted otherwise)
 - A. Draft CMAR agreement
 - B. CMAR notice to proceed
8. Task 3S – CMAR and Engineering Team Initial Coordination and Alignment (deliverables are electronic pdf files unless noted otherwise)
 - A. Meeting agenda and notes
9. Task 4S – Design Execution and Coordination with CMAR (deliverables are electronic pdf files unless noted otherwise)
 - A. Meeting agenda and notes
10. Task 5S – Preparation of Design Packages for CMAR (deliverables are electronic pdf files unless noted otherwise)
 - A. GMP review comments
 - B. Design deliverables for up to five separate construction packages
11. Task 6S – Bidding Assistance to CMAR (deliverables are electronic pdf files unless noted otherwise)
 - A. Issued-for-Bid DDs, including associated geotechnical reports
 - B. Issued-for-Construction DDs
 - C. Drone video (electronic files)

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope, an amendment to this Task Order, or execution of a separate Task Order with the new scope, will be necessary.

1. Costs associated with permit applications or permits.
2. Any subsurface utility locates of existing utilities that may be present on or adjacent to the site.
3. Land purchases or easement acquisition.
4. Insurance premiums related to permits or agreements.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than thirty calendar days after receipt of deliverables from Engineer. A

review meeting will be scheduled and conducted by Engineer no more than fourteen calendar days after receipt of Owner review comments, unless a mutually agreed upon date outside this schedule window is selected.

2. Permit Application Fees. Owner agrees to pay directly to the permitting organization all necessary fees to secure applicable permits, except those permits required to be obtained by the Contractor.

IX. FEE

The total fee for Basic Services provided under this Task Order is Sixteen Million Sixteen Thousand Dollars (\$16,016,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment C.

X. PERFORMANCE SCHEDULE

This Task Order will be completed by December 31, 2028. Construction procurement is planned during the 2027-2029 biennium.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008, as amended, is incorporated by reference.
2. Attachment A – Preliminary Sheet List
3. Attachment B – Preliminary Specification List
4. Attachment C – Engineering Fee Worksheets

XII. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Consultant Task Order, please electronically sign this document. An electronic copy of the fully executed document will be provided upon execution by all parties.

By: _____
Duane DeKrey, General Manager
Garrison Diversion Conservancy District

By: _____
Paul Boersma, Vice President
Black & Veatch Corporation

Dated: _____

Dated: _____

ATTACHMENT A
PRELIMINARY SHEET LIST

Drawing Discipline	Sheet Count
General	10
Civil	48
Landscaping	6
Architectural	77
Structural	117
Mechanical Process	84
HVAC	48
Plumbing	45
Fire Protection	8
Electrical	254
Instrumentation and Control	66
Total	763

ATTACHMENT B

PRELIMINARY SPECIFICATION LIST

CSI Division	Spec Count
Division 0	23
Division 1	24
Division 2	3
Division 3	14
Division 4	2
Division 5	8
Division 6	3
Division 7	8
Division 8	8
Division 9	2
Division 10	2
Division 11	1
Division 12	1
Division 20	11
Division 21	2
Division 22	8
Division 23	7
Division 26	52
Division 28	1
Division 31	11
Division 32	9
Division 33	14
Division 40	64
Division 41	5
Division 43	15
Division 46	12
Divisions 44 and 48	TBD

ATTACHMENT C
ENGINEERING FEE WORKSHEETS

DRAFT



Garrison Diversion Conservancy District
Red River Valley Water Supply Project

ENDAWS TO 3310 - BWTP Ct 3, Facilities Final Design and Procurement Services
BV Project No. 426588
Black & Veatch and Consultants

Task	Lead Firm	Position	P	PMS	PM1	PM1	EMS	EM2	DES	DE1	DE3	SE1	HE1	TE	DE1	SE1	DES	DE1	EMS	EMS	EMS	EM1	EM2	DE2	ARCS	ARC1	ARC2
		Task Description	Principal	Project Manager Sr	Project Manager 1	Project Manager 2	Engineering Manager Sr	Engineering Manager 2	Design Engineer Sr	Design Engineer 1	Design Engineer 3	Staff Engineer 1	Hydraulics Engineer 1	Process Technical Expert	Process Design Engineer 1	Process Staff Engineer 1	Geotechnical Design Engineer Sr.	Geotechnical Design Engineer 1	Mech/P Engineer Sr	Mech FP Engineer Sr	Elec Engineer Sr	Elec Engineer 1	Elec Engineer 2	I&C Engineer 2	Architect Senior	Architect 1	Architect 2
IV. BASIC SERVICES																											
1	BV	Task Order Management and Administration	64	112	360	360	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
A	BV	Project Management	40	40	120	120																					
B	BV	Administration		20	80	80																					
C	BV	Prepare Project Invoices		20	40	40																					
D	BV	Schedule Updates	8	8	40																						
E	BV	Management of Subconsultants	16	24	80	120																					
2	BV/AE2S	Special Project and Third-Party Meetings	96	100	70	104	80	102	14	104	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
A	BV	Task Order Initiation Meeting	4	8	8	4		8	2	8	8																
B	BV/AE2S	Third-Party Meetings																									
i	AE2S	Stakeholder Meetings																									
a	BV	LAWA/TAC (4)	16	16	8	16	16	16	4	24																	
b	BV	GDCD Exec Committee/Board (4)	16	16	8	16	16	16	4	24																	
c	BV	NDDWR (4)	16	16	8	16	16	16	4	24																	
ii	BV/AE2S	Design Coordination Meetings																									
a	BV/AE2S	BOR (6)	24	24	24	24	16	24		24																	
b	AE2S	NDDOT (1)				2		2																			
c	AE2S	Sheridan County Commission (2)			2	2																					
d	BV/AE2S	Operations Working Group (4)	16	16	4	16	16	16																			
e	AE2S	McClusky Township (1)	2	2		4																					
f	BV/AE2S	Impacted Stakeholders (2)	2	2	8	4		4																			
3	BV/AE2S	Supplemental Design Evaluations	28	28	84	64	72	116	28	80	62	62	60	13	4	18	16	80	0	0	34	0	0	0	0	24	0
A	ALL	Standby Capacity																									
i	BV/AE2S	Standby Power Generation	8	8	24	24	12	20	8	20	20	20									20						
ii	ALL	N + 1 Evaluations	8	8	24	16	40	40	8	20	2	2	60	13	4	18					14						
B	BV	Facility Size Review	8	8	24	16	20	40	8	20	20	20													24		
C	BV/AE2S	Geotechnical Design Assumptions and Foundations	4	4	12	8		16	4	20	20	20					16	80									
4	AE2S	Field Services	16	16	38	52	16	36	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
A	AE2S	Limited Topographic Survey			2	16																					
B	AE2S	Site Visits (4)	16	16	36	36	16	36	16																		

Task	Lead Firm	Position	P	PMS	PM1	PM1	EMS	EM2	DES	DE1	DE3	SE1	HE1	TE	DE1	SE1	DES	DE1	EMS	EMS	EMS	EM1	EM2	DE2	ARCS	ARC1	ARC2
		Task Description	Principal	Project Manager Sr	Project Manager 1	Project Manager 2	Engineering Manager Sr	Engineering Manager 2	Design Engineer Sr	Design Engineer 1	Design Engineer 3	Staff Engineer 1	Hydraulics Engineer 1	Process Technical Expert	Process Design Engineer 1	Process Staff Engineer 1	Geotechnical Design Engineer Sr.	Geotechnical Design Engineer 1	Mech/P Engineer Sr	Mech FP Engineer Sr	Elec Engineer Sr	Elec Engineer 1	Elec Engineer 2	I&C Engineer 2	Architect Senior	Architect 1	Architect 2
5	ALL	Final Design Services	260	280	846	646	652	1,986	520	1,816	1,050	1,014	214	181	320	133	14	94	160	64	290	708	540	370	554	670	1,124
A	BV	Design Team Conference Calls																									
i	BV	Owner Conference Calls (36)	18	18	54	54	36	54	36																		
ii	BV	Task Order Coordination Calls (18)	36	36	36	36	36	36	36																		
B	ALL	30% Drawing Set	4	4	8		80	120	40	120	120	120	60	40	140	44	4	24			8	40	62	130	90	154	221
C	BV	Corrosion Protection System Evaluation																									
i	BV	Design Memorandum			2	8	2	20	2												16	36					
ii	BV	Final Design Services				8	2	10	2												24	180					
D	BV	Front-End Documents Customization																									
i	BV	Prepare Draft	8	8	40		10	40	10	60					13												
ii	BV	Review Meeting	2	2	8	2	2	8	2																		
iii	BV	Revise Documents	4	4	8	2	4	28	4	24																	
E	Ulteig/Burian	Permitting																									
i	Ulteig/Burian	Identify Permits/Approvals	2	2	4	4		2																			
ii	AE2S	Prepare Permitting Schedule	2	2	8	8		4																			
iii	AE2S	Contractor Provided Permits			2	8		4																			
iv	Ulteig/Burian	Owner Provided Permits	4	4	8	16		8																			
F	ALL	60% DDs																									
i - ii	ALL	Level 2 Deliverable Development (drawings and specs)	54	54	244	220	192	804	156	732	380	384	80	44	133	70	4	24	0	0	94	90	160	120	120	262	450
iii	BV	Assemble and Submit 60% Package			8	16	8	16		24		24															
iv	BV	Meeting with Owner	4	4	4		8	20	8	20																	
G	ALL	90% DDs																									
i - ii	ALL	Level 3 Deliverable Development (drawings and specs)	86	94	212	224	204	680	148	648	380	340	50	21	26	13	4	24	0	0	104	200	260	80	105	224	400
iii	BV	Assemble and Submit 90% Package			16	8		4		8																	
iv	BV	Meeting with Owner	8	8	16	8	8	20	8	20																	
H	ALL	100% DDs																									
i	ALL	Drawings	2	2	8		8	40	8	40	40	40					2	22			22	40	48	40	18	24	40
ii	ALL	Technical Specifications	2	2	16		8	20	8	20	10	10		4	8	6									6	4	8
iii	ALL	Front-End Documents	2	2	40		8	20	8																		
I	BV	Final Sealed and Signed DDs	4	4	12		8	8	8																5	2	5
J	BV	Cost Model Inputs																									
i	BV	60% Coordination	2	2	8	8	4	8	4	8											10		10				
ii	BV	90% Coordination	2	2	8		4	8	4	8																	
iii	BV	Final Coordination	2	2	8		4	8	4	8																	
K	ALL	QC Reviews																									
i	ALL	60%	4	8	24	8	8	8	8	40	40	40	8	40					60	24	4	40			70		
ii	ALL	90%	4	8	24	8	8	8	8	40	40	40	8	24					60	24	4	40			100		
iii	ALL	Final	4	8	8	8	8	8	8	40	40	40	8	8					40	16	4	40			40		
iv	BV	Front End Documents	4	4	24	8	8	8	8													2					
Totals For Basic Services			464	536	1,398	1,226	820	2,240	578	2,000	1,120	1,076	274	194	324	151	30	174	160	64	324	708	540	370	554	694	1,124

Task	Lead Firm	Position	P	PMS	PM1	PM1	EMS	EM2	DES	DE1	DE3	SE1	HE1	TE	DE1	SE1	DES	DE1	EMS	EMS	EMS	EM1	EM2	DE2	ARCS	ARC1	ARC2
		Task Description	Principal	Project Manager Sr	Project Manager 1	Project Manager 2	Engineering Manager Sr	Engineering Manager 2	Design Engineer Sr	Design Engineer 1	Design Engineer 3	Staff Engineer 1	Hydraulics Engineer 1	Process Technical Expert	Process Design Engineer 1	Process Staff Engineer 1	Geotechnical Design Engineer Sr.	Geotechnical Design Engineer 1	Mech/P Engineer Sr	Mech FP Engineer Sr	Elec Engineer Sr	Elec Engineer 1	Elec Engineer 2	I&C Engineer 2	Architect Senior	Architect 1	Architect 2
V. SPECIAL SERVICES																											
1S	BV	Solicitation and Selection of CMAR	180	140	84	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A	BV	RFQ Development	80	60	30																						
B	BV/AE2S	Receipt and Review of Proposals	60	40	30				20																		
C	BV/AE2S	Interview Shortlisted Firms and Make Selection	40	40	24																						
2S	BV	CMAR Negotiations for Phase I	24	28	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A	BV	Assist with Negotiations and Final Agreement	24	24	12																						
B	BV	Distribute Agreement and NTP		4	8																						
3S	BV	CMAR/Eng Initial Coordination and Alignment	24	64	100	80	40	120	80	40	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A	ALL	Phase 1 Kickoff/Chartering Meeting	24	24	60	80	40	80	40	40																	
B	BV	CMAR Value-Engineering Workshop		40	40			40	40		32																
4S	ALL	Design Execution and Coordination with CMAR	46	46	120	120	56	200	80	0	0	0	0	0	0	0	0	0	0	0	38	0	0	0	0	0	0
A	ALL	Coordination/Workshop Meetings	20	20	40	40	20	40	20												18						
B	ALL	CMAR Risk Register Development	16	16	40	40	20	40	20												10						
C	ALL	Project Sequencing and Phasing	8	8	24	24	8	80													10						
D	ALL	CMAR Cost Model Refinement	2	2	16	16	8	40	40																		
5S	BV	Preparation of Design Packages for CMAR	34	58	104	104	44	248	68	54	54	54	20	16	20	20	0	16	0	0	28	0	96	20	0	0	0
A	ALL	Design Packages for CMAR Letting of Work	16	16	40	80	24	160	24	30	30	30		16	20	20		16			8		16				
B	ALL	Review and Resolve CMAR Comments	2	2	24	24	20	40	20	24	24	24	20								20		80	20			
C	BV	Review and Feedback on CMAR GMPs	8	24	24			24	24																		
D	BV	Review and Finalization of CMAR GMP	8	16	16			24																			
6S	BV	Bidding Assistance to CMAR	6	6	52	48	6	140	6	116	116	84	0	0	0	0	0	0	0	0	16	0	40	0	0	0	0
A	ALL	Advertisement and Bid Letting																									
i	BV	Production of Design Documents	2	2	24	16	2	40	2	20	20	20															
ii	ALL	Interpretation of Bidding Documents	2	2	12	12	2	80	2	80	80	40									16		40				
B	BV	Post award Services																									
i	BV	Issued for Construction Documents	2	2	16	16	2	20	2	16	16	24															
ii	AE2S	Drone Video				4																					
Totals for Special Services			314	342	480	352	146	708	254	210	202	138	20	16	20	20	0	16	0	0	82	0	136	20	0	0	0
PROJECT TOTALS			778	878	1,878	1,578	966	2,948	832	2,210	1,322	1,214	294	210	344	171	30	190	160	64	406	708	676	390	554	694	1,124



Garrison Diversion Conservancy District
Red River Valley Water Supply Project

ENDAWS TO 3310 - BWTP Ct 3, Facilities Fi
BV Project No. 426588
Black & Veatch and Consultants

Task	Lead Firm	Position	BIM1	BIM2	CADS	CAD1	CAD2	CM1	PJCS	PAS	PA1	ADM1	QC1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail
		Task Description	BIM-3D Technician 1	BIM-3D Technician 2	CAD Technician Sr	CAD Technician 1	CAD Technician 2	Construction Manager Sr	Project Controls Analyst Sr	Project Accountant Sr	Project Accountant 1	Administrator 1	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Copies	Travel Expense	AE2S Hours	AE2S Sub Costs	AE2S Markup
IV. BASIC SERVICES																						
1	BV	Task Order Management and Administration	18	0	0	0	0	0	320	240	120	156	0	1,750	\$463,278	\$17,127	\$0	\$0	\$13,815	714	\$199,102	\$9,956
A	BV	Project Management	18											338	\$112,198	\$3,308			\$13,815	516	\$152,632	\$7,632
B	BV	Administration							120	120	120	60		600	\$135,060	\$5,872				108	\$26,215	\$1,311
C	BV	Prepare Project Invoices												100	\$33,380	\$979				90	\$20,255	\$1,013
D	BV	Schedule Updates							40			96		192	\$44,280	\$1,879				0	\$0	\$0
E	BV	Management of Subconsultants							160	120				520	\$138,360	\$5,089				0	\$0	\$0
														0	\$0	\$0				0	\$0	\$0
2	BV/AE2S	Special Project and Third-Party Meetings	40	0	0	0	0	0	0	0	0	0	0	718	\$221,112	\$7,026	\$0	\$0	\$26,600	228	\$86,875	\$4,342
A	BV	Task Order Initiation Meeting												50	\$14,706	\$489				0	\$0	\$0
B	BV/AE2S	Third-Party Meetings												0	\$0	\$0				0	\$0	\$0
i	AE2S	Stakeholder Meetings												0	\$0	\$0				0	\$0	\$0
a	BV	LAWA/TAC (4)	40											156	\$46,524	\$1,527			\$3,800	40	\$14,434	\$722
b	BV	GDCD Exec Committee/Board (4)												116	\$35,684	\$1,135			\$3,800	24	\$9,946	\$497
c	BV	NDDWR (4)												116	\$35,684	\$1,135			\$3,800	0	\$9,946	\$497
ii	BV/AE2S	Design Coordination Meetings												0	\$0	\$0				0	\$0	\$0
a	BV/AE2S	BOR (6)												160	\$50,168	\$1,566				48	\$14,678	\$734
b	AE2S	NDDOT (1)												4	\$1,120	\$39				12	\$5,164	\$258
c	AE2S	Sheridan County Commission (2)												4	\$1,310	\$39				24	\$8,327	\$416
d	BV/AE2S	Operations Working Group (4)												84	\$26,804	\$822			\$15,200	56	\$15,646	\$782
e	AE2S	McClusky Township (1)												8	\$2,676	\$78				8	\$4,244	\$212
f	BV/AE2S	Impacted Stakeholders (2)												20	\$6,436	\$196				16	\$4,488	\$224
3	BV/AE2S	Supplemental Design Evaluations	40	80	0	0	0	0	0	0	0	96	0	1,089	\$286,887	\$10,658	\$2,000	\$0	\$0	312	\$77,764	\$3,889
A	ALL	Standby Capacity												0	\$0	\$0	\$2,000			0	\$0	\$0
i	BV/AE2S	Standby Power Generation	20	40								24		268	\$69,360	\$2,623				60	\$15,730	\$787
ii	ALL	N + 1 Evaluations										24		301	\$85,903	\$2,946				100	\$25,736	\$1,287
B	BV	Facility Size Review	20	40								24		292	\$74,308	\$2,858				8	\$1,839	\$92
C	BV/AE2S	Geotechnical Design Assumptions and Foundations										24		228	\$57,316	\$2,231				144	\$34,459	\$1,723
4	AE2S	Field Services	0	0	0	0	0	0	0	0	0	0	0	190	\$59,734	\$1,859	\$5,000	\$0	\$15,200	232	\$57,014	\$2,851
A	AE2S	Limited Topographic Survey												18	\$5,650	\$176				120	\$28,490	\$1,425
B	AE2S	Site Visits (4)												172	\$54,084	\$1,683	\$5,000		\$15,200	112	\$28,523	\$1,426

Task	Lead Firm	Position	BIM1	BIM2	CADS	CAD1	CAD2	CM1	PJCS	PAS	PA1	ADM1	QC1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail
		Task Description	BIM-3D Technician 1	BIM-3D Technician 2	CAD Technician Sr	CAD Technician 1	CAD Technician 2	Construction Manager Sr	Project Controls Analyst Sr	Project Accountant Sr	Project Accountant 1	Administrator 1	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Copies	Travel Expense	AE2S Hours	AE2S Sub Costs	AE2S Markup
5	ALL	Final Design Services	769	1,559	1,457	1,642	1,183	160	0	0	0	160	144	21,580	\$5,315,158	\$211,186	\$5,000	\$20,000	\$0	21,608	\$4,916,080	\$245,807
A	BV	Design Team Conference Calls												0	\$0	\$0				0	\$0	\$0
i	BV	Owner Conference Calls (36)												270	\$84,330	\$2,642				108	\$33,026	\$1,651
ii	BV	Task Order Coordination Calls (18)												252	\$80,964	\$2,466				72	\$22,018	\$1,101
B	ALL	30% Drawing Set	171	474	512	169	305							3,264	\$746,170	\$31,943				1,390	\$313,511	\$15,676
C	BV	Corrosion Protection System Evaluation												0	\$0	\$0				0	\$0	\$0
i	BV	Design Memorandum												86	\$24,290	\$842				0	\$0	\$0
ii	BV	Final Design Services												226	\$62,932	\$2,212				0	\$0	\$0
D	BV	Front-End Documents Customization												0	\$0	\$0				0	\$0	\$0
i	BV	Prepare Draft												189	\$54,784	\$1,850				0	\$0	\$0
ii	BV	Review Meeting												26	\$8,068	\$254				0	\$0	\$0
iii	BV	Revise Documents												78	\$21,996	\$763				0	\$0	\$0
E	Ulteig/Burian	Permitting												0	\$0	\$0				0	\$0	\$0
i	Ulteig/Burian	Identify Permits/Approvals												14	\$4,556	\$137				0	\$0	\$0
ii	AE2S	Prepare Permitting Schedule												24	\$7,676	\$235				16	\$3,678	\$184
iii	AE2S	Contractor Provided Permits												14	\$4,170	\$137				8	\$1,839	\$92
iv	Ulteig/Burian	Owner Provided Permits												40	\$12,592	\$391				0	\$0	\$0
F	ALL	60% DDs												0	\$0	\$0				0	\$0	\$0
i - ii	ALL	Level 2 Deliverable Development (drawings and specs)	202	499	419	589	397	80	0	0	0	0	0	7,057	\$1,702,753	\$67,459	\$0	\$0	\$0	7,364	\$1,663,451	\$83,174
iii	BV	Assemble and Submit 60% Package												96	\$24,720	\$939				0	\$0	\$0
iv	BV	Meeting with Owner												68	\$19,460	\$665				0	\$0	\$0
G	ALL	90% DDs												0	\$0	\$0				0	\$0	\$0
i - ii	ALL	Level 3 Deliverable Development (drawings and specs)	202	419	348	674	367	80	0	0	0	0	0	6,617	\$1,603,465	\$64,754	\$0	\$0	\$0	8,396	\$1,881,374	\$94,069
iii	BV	Assemble and Submit 90% Package			24							24		84	\$20,272	\$822				0	\$0	\$0
iv	BV	Meeting with Owner												96	\$28,952	\$939				0	\$0	\$0
H	ALL	100% DDs												0	\$0	\$0				0	\$0	\$0
i	ALL	Drawings	50	130	126	170	80							1,000	\$222,394	\$9,786				2,029	\$451,261	\$22,563
ii	ALL	Technical Specifications										40		172	\$41,484	\$1,683				1,206	\$296,518	\$14,826
iii	ALL	Front-End Documents										40		120	\$31,484	\$1,174				0	\$0	\$0
I	BV	Final Sealed and Signed DDs	24	37	28	40	34					8		227	\$51,534	\$2,222	\$5,000	\$20,000		0	\$0	\$0
J	BV	Cost Model Inputs												0	\$0	\$0				0	\$0	\$0
i	BV	60% Coordination												64	\$18,640	\$626				35	\$10,324	\$516
ii	BV	90% Coordination												36	\$10,780	\$352				15	\$4,461	\$223
iii	BV	Final Coordination												36	\$10,780	\$352				15	\$4,461	\$223
K	ALL	QC Reviews												0	\$0	\$0				0	\$0	\$0
i	ALL	60%	40									16	48	538	\$156,698	\$5,265				242	\$61,692	\$3,085
ii	ALL	90%	40									16	48	552	\$161,072	\$5,402				316	\$75,790	\$3,790
iii	ALL	Final	40									16	48	432	\$121,136	\$4,228				396	\$92,677	\$4,634
iv	BV	Front End Documents												66	\$21,186	\$646				0	\$0	\$0
Totals For Basic Services			867	1,639	1,457	1,642	1,183	160	320	240	120	412	144	25,327	\$6,346,169	\$247,856	\$12,000	\$20,000	\$55,615	23,094	\$5,336,835	\$266,845

Task	Lead Firm	Position	BIM1	BIM2	CADS	CAD1	CAD2	CM1	PJCS	PAS	PA1	ADM1	QC1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail
		Task Description	BIM-3D Technician 1	BIM-3D Technician 2	CAD Technician Sr	CAD Technician 1	CAD Technician 2	Construction Manager Sr	Project Controls Analyst Sr	Project Accountant Sr	Project Accountant 1	Administrator 1	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Copies	Travel Expense	AE2S Hours	AE2S Sub Costs	AE2S Markup
V. SPECIAL SERVICES																						
1S	BV	Solicitation and Selection of CMAR	0	0	0	0	0	0	0	0	0	0	0	424	\$150,160	\$4,150	\$0	\$0	\$11,400	96	\$29,357	\$1,468
A	BV	RFQ Development												170	\$60,610	\$1,664				0	\$0	\$0
B	BV/AE2S	Receipt and Review of Proposals												150	\$52,550	\$1,468				80	\$24,464	\$1,223
C	BV/AE2S	Interview Shortlisted Firms and Make Selection												104	\$37,000	\$1,018			\$11,400	16	\$4,893	\$245
2S	BV	CMAR Negotiations for Phase I	0	0	0	0	0	0	0	0	0	0	0	72	\$25,568	\$704	\$0	\$0	\$0	0	\$0	\$0
A	BV	Assist with Negotiations and Final Agreement												60	\$21,372	\$587				0	\$0	\$0
B	BV	Distribute Agreement and NTP												12	\$4,196	\$117				0	\$0	\$0
3S	BV	CMAR/Eng Initial Coordination and Alignment	0	0	0	0	0	0	0	0	0	80	0	660	\$188,164	\$6,459	\$5,000	\$0	\$26,300	176	\$52,785	\$2,639
A	ALL	Phase 1 Kickoff/Chartering Meeting										40		428	\$124,412	\$4,189	\$5,000		\$15,500	176	\$52,785	\$2,639
B	BV	CMAR Value-Engineering Workshop										40		232	\$63,752	\$2,270			\$10,800	0	\$0	\$0
4S	ALL	Design Execution and Coordination with CMAR	0	0	0	0	0	0	0	0	0	0	0	706	\$216,214	\$6,909	\$0	\$0	\$0	412	\$118,540	\$5,927
A	ALL	Coordination/Workshop Meetings												218	\$68,750	\$2,133				308	\$89,571	\$4,479
B	ALL	CMAR Risk Register Development												202	\$63,358	\$1,977				104	\$28,970	\$1,448
C	ALL	Project Sequencing and Phasing												162	\$47,102	\$1,585				0	\$0	\$0
D	ALL	CMAR Cost Model Refinement												124	\$37,004	\$1,214				0	\$0	\$0
5S	BV	Preparation of Design Packages for CMAR	140	131	124	194	87	76	0	0	0	120	0	1,930	\$481,473	\$18,888	\$10,000	\$10,000	\$0	712	\$164,639	\$8,232
A	ALL	Design Packages for CMAR Letting of Work	32			32						120		730	\$182,518	\$7,144	\$10,000	\$10,000		144	\$33,475	\$1,674
B	ALL	Review and Resolve CMAR Comments	108	131	124	162	87							956	\$218,131	\$9,356				568	\$131,164	\$6,558
C	BV	Review and Feedback on CMAR GMPs						40						144	\$47,728	\$1,409				0	\$0	\$0
D	BV	Review and Finalization of CMAR GMP						36						100	\$33,096	\$979				0	\$0	\$0
6S	BV	Bidding Assistance to CMAR	24	0	0	120	156	0	0	0	0	80	0	1,016	\$224,640	\$9,943	\$0	\$30,000	\$0	536	\$136,706	\$6,835
A	ALL	Advertisement and Bid Letting												0	\$0	\$0				528	\$135,148	\$6,757
i	BV	Production of Design Documents	8			80	80					40		356	\$74,436	\$3,484		\$15,000		0	\$0	\$0
ii	ALL	Interpretation of Bidding Documents	8			20	36							432	\$100,720	\$4,228				0	\$0	\$0
B	BV	Post award Services												0	\$0	\$0				0	\$0	\$0
i	BV	Issued for Construction Documents	8			20	40					40		224	\$48,244	\$2,192		\$15,000		0	\$0	\$0
ii	AE2S	Drone Video												4	\$1,240	\$39				8	\$1,558	\$78
Totals for Special Services			164	131	124	314	243	76	0	0	0	280	0	4,808	\$1,286,219	\$47,053	\$15,000	\$40,000	\$37,700	1,932	\$502,027	\$25,101
PROJECT TOTALS			1,031	1,770	1,581	1,956	1,426	236	320	240	120	692	144	30,135	\$7,632,388	\$294,909	\$27,000	\$60,000	\$93,315	25,026	\$5,838,862	\$291,946



Garrison Diversion Conservancy District
Red River Valley Water Supply Project

ENDAWS TO 3310 - BWTP Ct 3, Facilities Fi
BV Project No. 426588
Black & Veatch and Consultants

Task	Lead Firm	Position	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Ulteig/ Burian Hours	Ulteig/Burian Costs	Ulteig/Burian Markup	Apex Hours	Apex Costs	Apex Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES													
1	BV	Task Order Management and Administration	0	\$0	\$0	0	\$0	\$0	\$240,000	\$1,750	\$463,278	\$240,000	\$703,278
A	BV	Project Management	0	\$0	\$0	0	\$0	\$0	\$177,387	338	\$112,198	\$177,387	\$289,585
B	BV	Administration	0	\$0	\$0	0	\$0	\$0	\$33,398	600	\$135,060	\$33,398	\$168,458
C	BV	Prepare Project Invoices	0	\$0	\$0	0	\$0	\$0	\$22,247	100	\$33,380	\$22,247	\$55,627
D	BV	Schedule Updates	0	\$0	\$0	0	\$0	\$0	\$1,879	192	\$44,280	\$1,879	\$46,159
E	BV	Management of Subconsultants	0	\$0	\$0	0	\$0	\$0	\$5,089	520	\$138,360	\$5,089	\$143,449
			0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
2	BV/AE2S	Special Project and Third-Party Meetings	0	\$0	\$0	0	\$0	\$0	\$124,843	\$718	\$221,112	\$124,843	\$345,955
A	BV	Task Order Initiation Meeting	0	\$0	\$0	0	\$0	\$0	\$489	50	\$14,706	\$489	\$15,195
B	BV/AE2S	Third-Party Meetings	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Stakeholder Meetings	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
a	BV	LAWA/TAC (4)	0	\$0	\$0	0	\$0	\$0	\$20,483	156	\$46,524	\$20,483	\$67,007
b	BV	GDCD Exec Committee/Board (4)	0	\$0	\$0	0	\$0	\$0	\$15,378	116	\$35,684	\$15,378	\$51,062
c	BV	NDDWR (4)	0	\$0	\$0	0	\$0	\$0	\$15,378	116	\$35,684	\$15,378	\$51,062
ii	BV/AE2S	Design Coordination Meetings	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
a	BV/AE2S	BOR (6)	0	\$0	\$0	0	\$0	\$0	\$16,978	160	\$50,168	\$16,978	\$67,146
b	AE2S	NDDOT (1)	0	\$0	\$0	0	\$0	\$0	\$5,461	4	\$1,120	\$5,461	\$6,581
c	AE2S	Sheridan County Commission (2)	0	\$0	\$0	0	\$0	\$0	\$8,782	4	\$1,310	\$8,782	\$10,092
d	BV/AE2S	Operations Working Group (4)	0	\$0	\$0	0	\$0	\$0	\$32,450	84	\$26,804	\$32,450	\$59,254
e	AE2S	McClusky Township (1)	0	\$0	\$0	0	\$0	\$0	\$4,534	8	\$2,676	\$4,534	\$7,210
f	BV/AE2S	Impacted Stakeholders (2)	0	\$0	\$0	0	\$0	\$0	\$4,908	20	\$6,436	\$4,908	\$11,344
3	BV/AE2S	Supplemental Design Evaluations	0	\$0	\$0	160	\$39,320	\$1,966	\$135,597	\$1,089	\$286,887	\$135,597	\$422,484
A	ALL	Standby Capacity	0	\$0	\$0	0	\$0	\$0	\$2,000	0	\$0	\$2,000	\$2,000
i	BV/AE2S	Standby Power Generation	0	\$0	\$0	0	\$0	\$0	\$19,140	268	\$69,360	\$19,140	\$88,500
ii	ALL	N + 1 Evaluations	0	\$0	\$0	160	\$39,320	\$1,966	\$71,255	301	\$85,903	\$71,255	\$157,158
B	BV	Facility Size Review	0	\$0	\$0	0	\$0	\$0	\$4,789	292	\$74,308	\$4,789	\$79,097
C	BV/AE2S	Geotechnical Design Assumptions and Foundations	0	\$0	\$0	0	\$0	\$0	\$38,413	228	\$57,316	\$38,413	\$95,729
4	AE2S	Field Services	0	\$0	\$0	0	\$0	\$0	\$81,924	190	\$59,734	\$81,924	\$141,658
A	AE2S	Limited Topographic Survey	0	\$0	\$0	0	\$0	\$0	\$30,091	18	\$5,650	\$30,091	\$35,741
B	AE2S	Site Visits (4)	0	\$0	\$0	0	\$0	\$0	\$51,832	172	\$54,084	\$51,832	\$105,916

Task	Lead Firm	Position	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Ulteig/ Burian Hours	Ulteig/Burian Costs	Ulteig/Burian Markup	Apex Hours	Apex Costs	Apex Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
5	ALL	Final Design Services	1,098	\$200,000	\$10,000	4,993	\$1,192,441	\$59,625	\$6,860,139	21,580	\$5,315,158	\$6,860,139	\$12,175,297
A	BV	Design Team Conference Calls	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Owner Conference Calls (36)	0	\$0	\$0	0	\$0	\$0	\$37,319	270	\$84,330	\$37,319	\$121,649
ii	BV	Task Order Coordination Calls (18)	0	\$0	\$0	0	\$0	\$0	\$25,585	252	\$80,964	\$25,585	\$106,549
B	ALL	30% Drawing Set	0	\$0	\$0	1,300	\$303,700	\$15,185	\$680,015	3,264	\$746,170	\$680,015	\$1,426,185
C	BV	Corrosion Protection System Evaluation	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Design Memorandum	0	\$0	\$0	0	\$0	\$0	\$842	86	\$24,290	\$842	\$25,132
ii	BV	Final Design Services	0	\$0	\$0	0	\$0	\$0	\$2,212	226	\$62,932	\$2,212	\$65,144
D	BV	Front-End Documents Customization	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Prepare Draft	0	\$0	\$0	0	\$0	\$0	\$1,850	189	\$54,784	\$1,850	\$56,634
ii	BV	Review Meeting	0	\$0	\$0	0	\$0	\$0	\$254	26	\$8,068	\$254	\$8,322
iii	BV	Revise Documents	0	\$0	\$0	0	\$0	\$0	\$763	78	\$21,996	\$763	\$22,759
E	Ulteig/Burian	Permitting	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	Ulteig/Burian	Identify Permits/Approvals	610	\$100,000	\$5,000	0	\$0	\$0	\$105,137	14	\$4,556	\$105,137	\$109,693
ii	AE2S	Prepare Permitting Schedule	0	\$0	\$0	0	\$0	\$0	\$4,097	24	\$7,676	\$4,097	\$11,773
iii	AE2S	Contractor Provided Permits	0	\$0	\$0	0	\$0	\$0	\$2,068	14	\$4,170	\$2,068	\$6,238
iv	Ulteig/Burian	Owner Provided Permits	488	\$100,000	\$5,000	0	\$0	\$0	\$105,391	40	\$12,592	\$105,391	\$117,983
F	ALL	60% DDs	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i - ii	ALL	Level 2 Deliverable Development (drawings and specs)	0	\$0	\$0	1,864	\$442,020	\$22,102	\$2,278,206	6,893	\$1,658,573	\$2,278,206	\$3,936,779
iii	BV	Assemble and Submit 60% Package	0	\$0	\$0	0	\$0	\$0	\$939	96	\$24,720	\$939	\$25,659
iv	BV	Meeting with Owner	0	\$0	\$0	0	\$0	\$0	\$665	68	\$19,460	\$665	\$20,125
G	ALL	90% DDs	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i - ii	ALL	Level 3 Deliverable Development (drawings and specs)	0	\$0	\$0	1,184	\$285,650	\$14,284	\$2,340,131	6,617	\$1,603,465	\$2,340,131	\$3,943,596
iii	BV	Assemble and Submit 90% Package	0	\$0	\$0	0	\$0	\$0	\$822	84	\$20,272	\$822	\$21,094
iv	BV	Meeting with Owner	0	\$0	\$0	0	\$0	\$0	\$939	96	\$28,952	\$939	\$29,891
H	ALL	100% DDs	0	\$0	\$0	525	\$130,375	\$6,519	\$136,894	0	\$0	\$136,894	\$136,894
i	ALL	Drawings	0	\$0	\$0	0	\$0	\$0	\$483,610	1,000	\$222,394	\$483,610	\$706,004
ii	ALL	Technical Specifications	0	\$0	\$0	0	\$0	\$0	\$313,027	172	\$41,484	\$313,027	\$354,511
iii	ALL	Front-End Documents	0	\$0	\$0	0	\$0	\$0	\$1,174	120	\$31,484	\$1,174	\$32,658
I	BV	Final Sealed and Signed DDs	0	\$0	\$0	0	\$0	\$0	\$27,222	227	\$51,534	\$27,222	\$78,756
J	BV	Cost Model Inputs	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	60% Coordination	0	\$0	\$0	0	\$0	\$0	\$11,466	64	\$18,640	\$11,466	\$30,106
ii	BV	90% Coordination	0	\$0	\$0	0	\$0	\$0	\$5,036	36	\$10,780	\$5,036	\$15,816
iii	BV	Final Coordination	0	\$0	\$0	0	\$0	\$0	\$5,036	36	\$10,780	\$5,036	\$15,816
K	ALL	QC Reviews	0	\$0	\$0	120	\$30,696	\$1,535	\$32,231	0	\$0	\$32,231	\$32,231
i	ALL	60%	0	\$0	\$0	0	\$0	\$0	\$70,042	538	\$156,698	\$70,042	\$226,740
ii	ALL	90%	0	\$0	\$0	0	\$0	\$0	\$84,982	552	\$161,072	\$84,982	\$246,054
iii	ALL	Final	0	\$0	\$0	0	\$0	\$0	\$101,539	432	\$121,136	\$101,539	\$222,675
iv	BV	Front End Documents	0	\$0	\$0	0	\$0	\$0	\$646	66	\$21,186	\$646	\$21,832
Totals For Basic Services			1,098	\$200,000	\$10,000	5,153	\$1,231,761	\$61,591	\$7,442,503	25,327	\$6,346,169	\$7,442,503	\$13,788,672

Task	Lead Firm	Position	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Ulteig/ Burian Hours	Ulteig/Burian Costs	Ulteig/Burian Markup	Apex Hours	Apex Costs	Apex Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
V. SPECIAL SERVICES													
1S	BV	Solicitation and Selection of CMAR	366	\$75,000	\$3,750	0	\$0	\$0	\$125,125	424	\$150,160	\$125,125	\$275,285
A	BV	RFQ Development	0	\$0	\$0	0	\$0	\$0	\$1,664	170	\$60,610	\$1,664	\$62,274
B	BV/AE2S	Receipt and Review of Proposals	0	\$0	\$0	0	\$0	\$0	\$27,155	150	\$52,550	\$27,155	\$79,705
C	BV/AE2S	Interview Shortlisted Firms and Make Selection	0	\$0	\$0	0	\$0	\$0	\$17,556	104	\$37,000	\$17,556	\$54,556
2S	BV	CMAR Negotiations for Phase I	0	\$0	\$0	0	\$0	\$0	\$704	72	\$25,568	\$704	\$26,272
A	BV	Assist with Negotiations and Final Agreement	0	\$0	\$0	0	\$0	\$0	\$587	60	\$21,372	\$587	\$21,959
B	BV	Distribute Agreement and NTP	0	\$0	\$0	0	\$0	\$0	\$117	12	\$4,196	\$117	\$4,313
3S	BV	CMAR/Eng Initial Coordination and Alignment	0	\$0	\$0	120	\$31,560	\$1,578	\$126,321	660	\$188,164	\$126,321	\$314,485
A	ALL	Phase 1 Kickoff/Chartering Meeting	0	\$0	\$0	120	\$31,560	\$1,578	\$113,251	428	\$124,412	\$113,251	\$237,663
B	BV	CMAR Value-Engineering Workshop	0	\$0	\$0	0	\$0	\$0	\$13,070	232	\$63,752	\$13,070	\$76,822
4S	ALL	Design Execution and Coordination with CMAR	0	\$0	\$0	404	\$100,804	\$5,041	\$237,221	706	\$216,214	\$237,221	\$453,435
A	ALL	Coordination/Workshop Meetings	0	\$0	\$0	24	\$8,112	\$406	\$104,701	218	\$68,750	\$104,701	\$173,451
B	ALL	CMAR Risk Register Development	0	\$0	\$0	60	\$15,780	\$789	\$48,964	202	\$63,358	\$48,964	\$112,322
C	ALL	Project Sequencing and Phasing	0	\$0	\$0	40	\$10,232	\$512	\$12,329	162	\$47,102	\$12,329	\$59,431
D	ALL	CMAR Cost Model Refinement	0	\$0	\$0	280	\$66,680	\$3,334	\$71,228	124	\$37,004	\$71,228	\$108,232
5S	BV	Preparation of Design Packages for CMAR	0	\$0	\$0	144	\$34,536	\$1,727	\$248,022	1,930	\$481,473	\$248,022	\$729,495
A	ALL	Design Packages for CMAR Letting of Work	0	\$0	\$0	144	\$34,536	\$1,727	\$98,556	730	\$182,518	\$98,556	\$281,074
B	ALL	Review and Resolve CMAR Comments	0	\$0	\$0	0	\$0	\$0	\$147,078	956	\$218,131	\$147,078	\$365,209
C	BV	Review and Feedback on CMAR GMPs	0	\$0	\$0	0	\$0	\$0	\$1,409	144	\$47,728	\$1,409	\$49,137
D	BV	Review and Finalization of CMAR GMP	0	\$0	\$0	0	\$0	\$0	\$979	100	\$33,096	\$979	\$34,075
6S	BV	Bidding Assistance to CMAR	0	\$0	\$0	76	\$19,268	\$964	\$203,716	1,016	\$224,640	\$203,716	\$428,356
A	ALL	Advertisment and Bid Letting	0	\$0	\$0	20	\$5,116	\$256	\$147,277	0	\$0	\$147,277	\$147,277
i	BV	Production of Design Documents	0	\$0	\$0	0	\$0	\$0	\$18,484	356	\$74,436	\$18,484	\$92,920
ii	ALL	Interpretation of Bidding Documents	0	\$0	\$0	56	\$14,152	\$708	\$19,088	432	\$100,720	\$19,088	\$119,808
B	BV	Post award Services	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Issued for Construction Documents	0	\$0	\$0	0	\$0	\$0	\$17,192	224	\$48,244	\$17,192	\$65,436
ii	AE2S	Drone Video	0	\$0	\$0	0	\$0	\$0	\$1,675	4	\$1,240	\$1,675	\$2,915
Totals for Special Services			366	\$75,000	\$3,750	744	\$186,168	\$9,310	\$941,109	4,808	\$1,286,219	\$941,109	\$2,227,328
PROJECT TOTALS			1,463	\$275,000	\$13,750	5,897	\$1,417,929	\$70,901	\$8,383,612	30,135	\$7,632,388	\$8,383,612	\$16,016,000



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
ENDAWS TO 3310 - BWTP Ct 3, Facilities Final Design and Procurement Services
BV Project No. 426588
AE2S

Task	Lead Firm	Position	PM5	E5	E5	E3	ET5	E3	E4	E3	E1	SD2	E3	E2	ET5	LS4	PM3	PM1	E2	ET3	PM4	E4	E2	E1	E4	E4	
		Task Description	Principal	Project Manager	Process Lead	Process Eng	Process Tech	Strucutal Lead	Structural Eng	Structural Eng	Structural Eng	Structural Eng	Structural Tech	Civil Lead	Civil Eng	Civil Tech	Land Surveyor	Mech Lead	Mech PM	Mech Eng	Mech Tech	Electrical Lead	Electrical Eng	Electrical Eng	Electrical Eng	I&C Lead	I&C Eng
IV. BASIC SERVICES																											
1		Task Order Management and Administration	210	432	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
A	BV	Project Management	156	360																							
B	BV	Administration	36	36																							
C	BV	Prepare Project Invoices	18	36																							
D	BV	Schedule Updates																									
E	BV	Management of Subconsultants																									
2	BV/AE2S	Special Project and Third-Party Meetings	120	56	16	0	0	0	0	0	0	0	36	0	0	0	0	0	0	0	0	8	0	0	0	16	0
A	BV	Task Order Initiation Meeting																									
B	BV/AE2S	Third-Party Meetings																									
i	AE2S	Stakeholder Meetings																									
a	BV	LAWA/TAC (4)	24	16																							
b	BV	GDCD Exec Committee/Board (4)	24																								
c	BV	NDDWR (4)	24																								
ii	BV/AE2S	Design Coordination Meetings																									
a	BV/AE2S	BOR (6)	24	24																							
b	AE2S	NDDOT (1)	4										8														
c	AE2S	Sheridan County Commission (2)	8										16														
d	BV/AE2S	Operations Working Group (4)		16	16																8	0			16		
e	AE2S	McClusky Township (1)	4										4														
f	BV/AE2S	Impacted Stakeholders (2)	8										8														
3	BV/AE2S	Supplemental Design Evaluations	4	8	16	24	0	68	20	8	24	32	0	0	0	0	0	0	0	0	32	12	8	12	16	16	
A	ALL	Standby Capacity																									
i	BV/AE2S	Standby Power Generation																			24		8		16		
ii	ALL	N + 1 Evaluations	4	8	16	24															8	12		12		16	
B	BV	Facility Size Review						8																			
C	BV/AE2S	Geotechnical Design Assumptions and Foundations						60	20	8	24	32															
4	AE2S	Field Services	16	16	0	0	0	0	0	24	16	0	24	32	24	80	0	0	0	0	0	0	0	0	0	0	
A	AE2S	Limited Topographic Survey												16	24	80											
B	AE2S	Site Visits (4)	16	16						24	16		24	16													
5	ALL	Final Design Services	199	320	468	550	700	1,964	700	1,056	1,756	2,820	708	688	486	0	720	804	1,000	1,448	683	390	463	376	443	459	
A	BV	Design Team Conference Calls																									
i	BV	Owner Conference Calls (36)	54	54																							
ii	BV	Task Order Coordination Calls (18)	36	36																							
B	ALL	30% Drawing Set		16	40	40	60	144	44	64	140	236	16	100	50	0	80	40	40	80	32	16	16	16	16	16	
C	BV	Corrosion Protection System Evaluation																									
D	BV	Front-End Documents Customization																									
E	Jlteig/Burial	Permitting																									
i	Jlteig/Burial	Identify Permits/Approvals																									
ii	AE2S	Prepare Permitting Schedule											16														
iii	AE2S	Contractor Provided Permits											8														
iv	Jlteig/Burial	Owner Provided Permits																									

Task	Lead Firm	Position	PM5	E5	E5	E3	ET5	E3	E4	E3	E1	SD2	E3	E2	ET5	LS4	PM3	PM1	E2	ET3	PM4	E4	E2	E1	E4	E4
		Task Description	Principal	Project Manager	Process Lead	Process Eng	Process Tech	Strucutal Lead	Structural Eng	Structural Eng	Structural Eng	Structural Tech	Civil Lead	Civil Eng	Civil Tech	Land Surveyor	Mech Lead	Mech PM	Mech Eng	Mech Tech	Electrical Lead	Electrical Eng	Electrical Eng	Electrical Eng	I&C Lead	I&C Eng
F	ALL	60% DDs																								
i - ii	ALL	Level 2 Deliverable Development (drawings and specs)	24	64	224	220	320	624	320	320	560	880	272	248	168	0	220	304	400	520	200	112	224	120	124	140
iii	BV	Assemble and Submit 60% Package																								
iv	BV	Meeting with Owner																								
G	ALL	90% DDs																								
i - ii	ALL	Level 3 Deliverable Development (drawings and specs)	20	60	180	200	240	788	208	416	704	1,120	268	236	196	0	220	300	400	728	216	124	144	180	172	172
iii	BV	Assemble and Submit 90% Package																								
iv	BV	Meeting with Owner																								
H	ALL	100% DDs																								
i	ALL	Drawings			24	40	80	200	56	112	184	288	24	32	32	0	40	80	80	120	40	40	60	60	48	48
ii	ALL	Technical Specifications				50		80	24	48	72	120	24	32		0	40	80	80		175	78	19		83	83
iii	ALL	Front-End Documents																								
I	BV	Final Sealed and Signed DDs																								
J	BV	Cost Model Inputs																								
i	BV	60% Coordination	10	25																						
ii	BV	90% Coordination	5	10																						
iii	BV	Final Coordination	5	10																						
K	ALL	QC Reviews																								
i	ALL	60%	25	25				16	16	32	16	32	16	8	8		40				4	4				
ii	ALL	90%	10	10				48	16	32	32	64	24	12	12		40				8	8				
iii	ALL	Final	10	10				64	16	32	48	80	40	20	20		40				8	8				
iv	BV	Front End Documents																								
Total for Basic Services			549	832	500	574	700	2,032	720	1,088	1,796	2,852	768	720	510	80	720	804	1,000	1,448	723	402	471	388	475	475
V. SPECIAL SERVICES																										
1S	BV	Solicitation and Selection of CMAR	48	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A	BV	RFQ Development																								
B	BV/AE2S	Receipt and Review of Proposals	40	40																						
C	BV/AE2S	Interview Shortlisted Firms and Make Selection	8	8																						

Task	Lead Firm	Position	PM5	E5	E5	E3	ET5	E3	E4	E3	E1	SD2	E3	E2	ET5	LS4	PM3	PM1	E2	ET3	PM4	E4	E2	E1	E4	E4
		Task Description	Principal	Project Manager	Process Lead	Process Eng	Process Tech	Strucutal Lead	Structural Eng	Structural Eng	Structural Eng	Structural Tech	Civil Lead	Civil Eng	Civil Tech	Land Surveyor	Mech Lead	Mech PM	Mech Eng	Mech Tech	Electrical Lead	Electrical Eng	Electrical Eng	Electrical Eng	I&C Lead	I&C Eng
2S	BV	CMAR Negotiations for Phase I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A	BV	Assist with Negotiations and Final Agreement																								
B	BV	Distribute Agreement and NTP																								
3S	BV	CMAR/Eng Initial Coordination and Alignment	48	48	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	40	0	0	0	0	0
A	ALL	Phase 1 Kickoff/Chartering Meeting	48	48				40													40					
B	BV	CMAR Value-Engineering Workshop																								
4S	ALL	Design Execution and Coordination with CMAR	88	88	16	0	0	52	0	0	0	0	32	0	0	0	0	16	0	0	120	0	0	0	0	0
A	ALL	Coordination/Workshop Meetings	80	80				36					16					16			80					
B	ALL	CMAR Risk Register Development	8	8	16			16					16								40					
C	ALL	Project Sequencing and Phasing																								
D	ALL	CMAR Cost Model Refinement																								
5S	BV	Preparation of Design Packages for CMAR	0	32	0	0	0	80	64	0	48	100	32	64	32	0	40	32	32	60	24	0	0	0	24	0
A	ALL	Design Packages for CMAR Letting of Work		16				40	24		24	40														
B	ALL	Review and Resolve CMAR Comments		16				40	40		24	60	32	64	32		40	32	32	60	24				24	
C	BV	Review and Feedback on CMAR GMPs																								
D	BV	Review and Finalization of CMAR GMP																								
6S	BV	Bidding Assistance to CMAR	20	52	68	0	0	68	48	40	0	0				16	16	0	0	0	32	40	0	0	60	0
A	ALL	Advertisement and Bid Letting	20	52	68	0	0	68	48	40	0	0	20	0	0	16	16				32	40	0	0	60	0
i	BV	Production of Design Documents																								
ii	ALL	Interpretation of Bidding Documents																								
B	BV	Post award Services																								
i	BV	Issued for Construction Documents																								
ii	AE2S	Drone Video													8											
Totals for Special Services			204	268	84	0	0	240	112	40	48	100	84	64	40	16	56	48	32	60	216	40	0	0	84	0
PROJECT TOTALS			753	1,100	584	574	700	2,272	832	1,128	1,844	2,952	852	784	550	96	776	852	1,032	1,508	939	442	471	388	559	475

Task	Lead Firm	Position	E3	ET5	SD2	SD1	AD3	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	I&C Eng	Electrical Tech	Electrical Tech	Electrical Tech	Admin	Sub1 Level of Effort (hrs)	Labor Cost	HOBACCA	Travel	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																	
1		Task Order Management and Administration	0	0	0	0	72	714	\$199,102	\$0	\$0	\$0	\$0	714	\$199,102	\$0	\$199,102
A	BV	Project Management						516	\$152,632	\$0			\$0	516	\$152,632	\$0	\$152,632
B	BV	Administration					36	108	\$26,215	\$0			\$0	108	\$26,215	\$0	\$26,215
C	BV	Prepare Project Invoices					36	90	\$20,255	\$0			\$0	90	\$20,255	\$0	\$20,255
D	BV	Schedule Updates						0	\$0	\$0			\$0	0	\$0	\$0	\$0
E	BV	Management of Subconsultants						0	\$0	\$0			\$0	0	\$0	\$0	\$0
2	BV/AE2S	Special Project and Third-Party Meetings	0	0	0	0	0	252	\$74,875	\$0	\$12,000	\$0	\$12,000	252	\$74,875	\$12,000	\$86,875
A	BV	Task Order Initiation Meeting						0	\$0	\$0			\$0	0	\$0	\$0	\$0
B	BV/AE2S	Third-Party Meetings						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	AE2S	Stakeholder Meetings						0	\$0	\$0			\$0	0	\$0	\$0	\$0
a	BV	LAWA/TAC (4)						40	\$12,434	\$0	\$2,000		\$2,000	40	\$12,434	\$2,000	\$14,434
b	BV	GDCD Exec Committee/Board (4)						24	\$7,946	\$0	\$2,000		\$2,000	24	\$7,946	\$2,000	\$9,946
c	BV	NDDWR (4)						24	\$7,946	\$0	\$2,000		\$2,000	24	\$7,946	\$2,000	\$9,946
ii	BV/AE2S	Design Coordination Meetings						0	\$0	\$0			\$0	0	\$0	\$0	\$0
a	BV/AE2S	BOR (6)						48	\$14,678	\$0			\$0	48	\$14,678	\$0	\$14,678
b	AE2S	NDDOT (1)						12	\$3,164	\$0	\$2,000		\$2,000	12	\$3,164	\$2,000	\$5,164
c	AE2S	Sheridan County Commission (2)						24	\$6,327	\$0	\$2,000		\$2,000	24	\$6,327	\$2,000	\$8,327
d	BV/AE2S	Operations Working Group (4)						56	\$15,646	\$0			\$0	56	\$15,646	\$0	\$15,646
e	AE2S	McClusky Township (1)						8	\$2,244	\$0	\$2,000		\$2,000	8	\$2,244	\$2,000	\$4,244
f	BV/AE2S	Impacted Stakeholders (2)						16	\$4,488	\$0			\$0	16	\$4,488	\$0	\$4,488
3	BV/AE2S	Supplemental Design Evaluations	8	4	0	0	0	312	\$75,764	\$0	\$2,000	\$0	\$2,000	312	\$75,764	\$2,000	\$77,764
A	ALL	Standby Capacity						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	BV/AE2S	Standby Power Generation	8	4				60	\$15,730	\$0			\$0	60	\$15,730	\$0	\$15,730
ii	ALL	N + 1 Evaluations						100	\$25,736	\$0			\$0	100	\$25,736	\$0	\$25,736
B	BV	Facility Size Review						8	\$1,839	\$0			\$0	8	\$1,839	\$0	\$1,839
C	BV/AE2S	Geotechnical Design Assumptions and Foundations						144	\$32,459	\$0	\$2,000		\$2,000	144	\$32,459	\$2,000	\$34,459
4	AE2S	Field Services	0	0	0	0	0	232	\$51,014	\$0	\$4,000	\$2,000	\$6,000	232	\$51,014	\$6,000	\$57,014
A	AE2S	Limited Topographic Survey						120	\$24,490	\$0	\$2,000	\$2,000	\$4,000	120	\$24,490	\$4,000	\$28,490
B	AE2S	Site Visits (4)						112	\$26,523	\$0	\$2,000		\$2,000	112	\$26,523	\$2,000	\$28,523
5	ALL	Final Design Services	378	648	629	752	0	21,608	\$4,916,080	\$0	\$0	\$0	\$0	21,608	\$4,916,080	\$0	\$4,916,080
A	BV	Design Team Conference Calls						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	BV	Owner Conference Calls (36)						108	\$33,026	\$0			\$0	108	\$33,026	\$0	\$33,026
ii	BV	Task Order Coordination Calls (18)						72	\$22,018	\$0			\$0	72	\$22,018	\$0	\$22,018
B	ALL	30% Drawing Set	16	16	24	32		1,390	\$313,511	\$0			\$0	1,390	\$313,511	\$0	\$313,511
C	BV	Corrosion Protection System Evaluation						0	\$0	\$0			\$0	0	\$0	\$0	\$0
D	BV	Front-End Documents Customization						0	\$0	\$0			\$0	0	\$0	\$0	\$0
E	Jlteig/Burial	Permitting						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	Jlteig/Burial	Identify Permits/Approvals						0	\$0	\$0			\$0	0	\$0	\$0	\$0
ii	AE2S	Prepare Permitting Schedule						16	\$3,678	\$0			\$0	16	\$3,678	\$0	\$3,678
iii	AE2S	Contractor Provided Permits						8	\$1,839	\$0			\$0	8	\$1,839	\$0	\$1,839
iv	Jlteig/Burial	Owner Provided Permits						0	\$0	\$0			\$0	0	\$0	\$0	\$0

Task	Lead Firm	Position	E3	ET5	SD2	SD1	AD3	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	I&C Eng	Electrical Tech	Electrical Tech	Electrical Tech	Admin	Sub1 Level of Effort (hrs)	Labor Cost	HOBACCA	Travel	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
F	ALL	60% DDs						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i - ii	ALL	Level 2 Deliverable Development (drawings and specs)	80	208	228	240	0	7,364	\$1,663,451	\$0	\$0	\$0	\$0	7,364	\$1,663,451	\$0	\$1,663,451
iii	BV	Assemble and Submit 60% Package						0	\$0	\$0			\$0	0	\$0	\$0	\$0
iv	BV	Meeting with Owner						0	\$0	\$0			\$0	0	\$0	\$0	\$0
G	ALL	90% DDs						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i - ii	ALL	Level 3 Deliverable Development (drawings and specs)	128	316	300	360	0	8,396	\$1,881,374	\$0	\$0	\$0	\$0	8,396	\$1,881,374	\$0	\$1,881,374
iii	BV	Assemble and Submit 90% Package						0	\$0	\$0			\$0	0	\$0	\$0	\$0
iv	BV	Meeting with Owner						0	\$0	\$0			\$0	0	\$0	\$0	\$0
H	ALL	100% DDs						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	ALL	Drawings	36	108	77	120		2,029	\$451,261	\$0			\$0	2,029	\$451,261	\$0	\$451,261
ii	ALL	Technical Specifications	118					1,206	\$296,518	\$0			\$0	1,206	\$296,518	\$0	\$296,518
iii	ALL	Front-End Documents						0	\$0	\$0			\$0	0	\$0	\$0	\$0
I	BV	Final Sealed and Signed DDs						0	\$0	\$0			\$0	0	\$0	\$0	\$0
J	BV	Cost Model Inputs						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	BV	60% Coordination						35	\$10,324	\$0			\$0	35	\$10,324	\$0	\$10,324
ii	BV	90% Coordination						15	\$4,461	\$0			\$0	15	\$4,461	\$0	\$4,461
iii	BV	Final Coordination						15	\$4,461	\$0			\$0	15	\$4,461	\$0	\$4,461
K	ALL	QC Reviews						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	ALL	60%						242	\$61,692	\$0			\$0	242	\$61,692	\$0	\$61,692
ii	ALL	90%						316	\$75,790	\$0			\$0	316	\$75,790	\$0	\$75,790
iii	ALL	Final						396	\$92,677	\$0			\$0	396	\$92,677	\$0	\$92,677
iv	BV	Front End Documents						0	\$0	\$0			\$0	0	\$0	\$0	\$0
Total for Basic Services			386	652	629	752	72	23,118	\$5,316,835	\$0	\$18,000	\$2,000	\$20,000	23,118	\$5,316,835	\$20,000	\$5,336,835
V. SPECIAL SERVICES																	
1S	BV	Solicitation and Selection of CMAR	0	0	0	0	0	96	\$29,357	\$0	\$0	\$0	\$0	96	\$29,357	\$0	\$29,357
A	BV	RFQ Development						0	\$0	\$0			\$0	0	\$0	\$0	\$0
B	BV/AE2S	Receipt and Review of Proposals						80	\$24,464	\$0			\$0	80	\$24,464	\$0	\$24,464
C	BV/AE2S	Interview Shortlisted Firms and Make Selection						16	\$4,893	\$0			\$0	16	\$4,893	\$0	\$4,893

Task	Lead Firm	Position	E3	ET5	SD2	SD1	AD3	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	I&C Eng	Electrical Tech	Electrical Tech	Electrical Tech	Admin	Sub1 Level of Effort (hrs)	Labor Cost	HOBACCA	Travel	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
2S	BV	CMAR Negotiations for Phase I	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	Assist with Negotiations and Final Agreement						0	\$0	\$0			\$0	0	\$0	\$0	\$0
B	BV	Distribute Agreement and NTP						0	\$0	\$0			\$0	0	\$0	\$0	\$0
3S	BV	CMAR/Eng Initial Coordination and Alignment	0	0	0	0	0	176	\$50,785	\$0	\$2,000	\$0	\$2,000	176	\$50,785	\$2,000	\$52,785
A	ALL	Phase 1 Kickoff/Chartering Meeting						176	\$50,785	\$0	\$2,000		\$2,000	176	\$50,785	\$2,000	\$52,785
B	BV	CMAR Value-Engineering Workshop						0	\$0	\$0			\$0	0	\$0	\$0	\$0
4S	ALL	Design Execution and Coordination with CMAR	0	0	0	0	0	412	\$118,540	\$0	\$0	\$0	\$0	412	\$118,540	\$0	\$118,540
A	ALL	Coordination/Workshop Meetings						308	\$89,571	\$0			\$0	308	\$89,571	\$0	\$89,571
B	ALL	CMAR Risk Register Development						104	\$28,970	\$0			\$0	104	\$28,970	\$0	\$28,970
C	ALL	Project Sequencing and Phasing						0	\$0	\$0			\$0	0	\$0	\$0	\$0
D	ALL	CMAR Cost Model Refinement						0	\$0	\$0			\$0	0	\$0	\$0	\$0
5S	BV	Preparation of Design Packages for CMAR	0	0	24	24	0	712	\$164,639	\$0	\$0	\$0	\$0	712	\$164,639	\$0	\$164,639
A	ALL	Design Packages for CMAR Letting of Work						144	\$33,475	\$0			\$0	144	\$33,475	\$0	\$33,475
B	ALL	Review and Resolve CMAR Comments			24	24		568	\$131,164	\$0			\$0	568	\$131,164	\$0	\$131,164
C	BV	Review and Feedback on CMAR GMPs						0	\$0	\$0			\$0	0	\$0	\$0	\$0
D	BV	Review and Finalization of CMAR GMP						0	\$0	\$0			\$0	0	\$0	\$0	\$0
6S	BV	Bidding Assistance to CMAR	8	0	0	0	40	536	\$134,706	\$0	\$2,000	\$0	\$2,000	536	\$134,706	\$2,000	\$136,706
A	ALL	Advertisement and Bid Letting	8	0	0	0	40	528	\$133,148	\$0	\$2,000		\$2,000	528	\$133,148	\$2,000	\$135,148
i	BV	Production of Design Documents						0	\$0	\$0			\$0	0	\$0	\$0	\$0
ii	ALL	Interpretation of Bidding Documents						0	\$0	\$0			\$0	0	\$0	\$0	\$0
B	BV	Post award Services						0	\$0	\$0			\$0	0	\$0	\$0	\$0
i	BV	Issued for Construction Documents						0	\$0	\$0			\$0	0	\$0	\$0	\$0
ii	AE2S	Drone Video						8	\$1,558	\$0			\$0	8	\$1,558	\$0	\$1,558
Totals for Special Services			8	0	24	24	40	1,932	\$498,027	\$0	\$4,000	\$0	\$4,000	1,932	\$498,027	\$4,000	\$502,027
PROJECT TOTALS			394	652	653	776	112	25,050	\$5,814,862	\$0	\$22,000	\$2,000	\$24,000	25,050	\$5,814,862	\$24,000	\$5,838,862

Task	Lead Firm	Position					Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal Engineer	Senior Engineer II	Design Engineer II	Senior Engineering Tech	Sub1 Level of Effort (hrs)	Labor Cost	Travel	Copies	Total Expense	Apex Level of Effort (hrs)	Apex Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES															
1		Task Order Management and Administration	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	Project Management					0	\$0			\$0	0	\$0	\$0	\$0
B	BV	Administration					0	\$0			\$0	0	\$0	\$0	\$0
C	BV	Prepare Project Invoices					0	\$0			\$0	0	\$0	\$0	\$0
D	BV	Schedule Updates					0	\$0			\$0	0	\$0	\$0	\$0
E	BV	Management of Subconsultants					0	\$0			\$0	0	\$0	\$0	\$0
2		Special Project and Third-Party Meetings	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	Task Order Initiation Meeting					0	\$0			\$0	0	\$0	\$0	\$0
B	BV/AE2S	Third-Party Meetings					0	\$0			\$0	0	\$0	\$0	\$0
3		Supplemental Design Evaluations	40	40	40	40	160	\$39,320	\$0	\$0	\$0	160	\$39,320	\$0	\$39,320
A	ALL	Standby Capacity					0	\$0			\$0	0	\$0	\$0	\$0
i	BV/AE2S	Standby Power Generation					0	\$0			\$0	0	\$0	\$0	\$0
ii	ALL	N + 1 Evaluations	40	40	40	40	160	\$39,320			\$0	160	\$39,320	\$0	\$39,320
B	BV	Facility Size Review					0	\$0			\$0	0	\$0	\$0	\$0
C	BV/AE2S	Geotechnical Design Assumptions and Foundations					0	\$0			\$0	0	\$0	\$0	\$0
4		Field Services	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	AE2S	Limited Topographic Survey					0	\$0			\$0	0	\$0	\$0	\$0
B	AE2S	Site Visits (4)					0	\$0			\$0	0	\$0	\$0	\$0
5		Final Design Services	689	1,802	508	1,994	4,993	\$1,192,441	\$0	\$0	\$0	4,993	\$1,192,441	\$0	\$1,192,441
A	BV	Design Team Conference Calls					0	\$0			\$0	0	\$0	\$0	\$0
B	ALL	30% Drawing Set	100	500	100	600	1,300	\$303,700			\$0	1,300	\$303,700	\$0	\$303,700
C	BV	Corrosion Protection System Evaluation					0	\$0			\$0	0	\$0	\$0	\$0
D	BV	Front-End Documents Customization					0	\$0			\$0	0	\$0	\$0	\$0
E	Jlteig/Burial	Permitting					0	\$0			\$0	0	\$0	\$0	\$0
F	ALL	60% DDs					0	\$0			\$0	0	\$0	\$0	\$0
i - ii	ALL	Level 2 Deliverable Development (drawings and specs)	240	652	200	772	1,864	\$442,020	\$0	\$0	\$0	1,864	\$442,020	\$0	\$442,020
iii	BV	Assemble and Submit 60% Package					0	\$0			\$0	0	\$0	\$0	\$0
iv	BV	Meeting with Owner					0	\$0			\$0	0	\$0	\$0	\$0
G	ALL	90% DDs					0	\$0			\$0	0	\$0	\$0	\$0
i - ii	ALL	Level 3 Deliverable Development (drawings and specs)	200	402	160	422	1,184	\$285,650	\$0	\$0	\$0	1,184	\$285,650	\$0	\$285,650
iii	BV	Assemble and Submit 90% Package					0	\$0			\$0	0	\$0	\$0	\$0
iv	BV	Meeting with Owner					0	\$0			\$0	0	\$0	\$0	\$0
H	ALL	100% DDs	125	200		200	525	\$130,375			\$0	525	\$130,375	\$0	\$130,375
I	BV	Final Sealed and Signed DDs					0	\$0			\$0	0	\$0	\$0	\$0
J	BV	Cost Model Inputs					0	\$0			\$0	0	\$0	\$0	\$0
K	ALL	QC Reviews	24	48	48		120	\$30,696			\$0	120	\$30,696	\$0	\$30,696
Total for Basic Services			729	1,842	548	2,034	5,153	\$1,231,761	\$0	\$0	\$0	5,153	\$1,231,761	\$0	\$1,231,761

Task	Lead Firm	Position					Labor Detail	Labor Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal Engineer	Senior Engineer II	Design Engineer II	Senior Engineering Tech	Sub1 Level of Effort (hrs)	Labor Cost	Travel	Copies	Total Expense	Apex Level of Effort (hrs)	Apex Labor Cost	Direct Expense	Fee
V. SPECIAL SERVICES															
1S	BV	Solicitation and Selection of CMAR	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	RFQ Development					0	\$0			\$0	0	\$0	\$0	\$0
B	BV/AE2S	Receipt and Review of Proposals					0	\$0			\$0	0	\$0	\$0	\$0
C	BV/AE2S	Interview Shortlisted Firms and Make Selection					0	\$0			\$0	0	\$0	\$0	\$0
2S	BV	CMAR Negotiations for Phase I	0	0	0	0	0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	Assist with Negotiations and Final Agreement					0	\$0			\$0	0	\$0	\$0	\$0
B	BV	Distribute Agreement and NTP					0	\$0			\$0	0	\$0	\$0	\$0
3S	BV	CMAR/Eng Initial Coordination and Alignment	40	40	40	0	120	\$31,560	\$0	\$0	\$0	120	\$31,560	\$0	\$31,560
A	ALL	Phase 1 Kickoff/Chartering Meeting	40	40	40		120	\$31,560			\$0	120	\$31,560	\$0	\$31,560
B	BV	CMAR Value-Engineering Workshop					0	\$0			\$0	0	\$0	\$0	\$0
4S	ALL	Design Execution and Coordination with CMAR	76	124	124	80	404	\$99,004	\$600	\$1,200	\$1,800	404	\$99,004	\$1,800	\$100,804
A	ALL	Coordination/Workshop Meetings	8	8	8		24	\$6,312	\$600	\$1,200	\$1,800	24	\$6,312	\$1,800	\$8,112
B	ALL	CMAR Risk Register Development	20	20	20		60	\$15,780			\$0	60	\$15,780	\$0	\$15,780
C	ALL	Project Sequencing and Phasing	8	16	16		40	\$10,232			\$0	40	\$10,232	\$0	\$10,232
D	ALL	CMAR Cost Model Refinement	40	80	80	80	280	\$66,680			\$0	280	\$66,680	\$0	\$66,680
5S	BV	Preparation of Design Packages for CMAR	24	40	40	40	144	\$34,536	\$0	\$0	\$0	144	\$34,536	\$0	\$34,536
A	ALL	Design Packages for CMAR Letting of Work	24	40	40	40	144	\$34,536			\$0	144	\$34,536	\$0	\$34,536
B	ALL	Review and Resolve CMAR Comments					0	\$0			\$0	0	\$0	\$0	\$0
C	BV	Review and Feedback on CMAR GMPs					0	\$0			\$0	0	\$0	\$0	\$0
D	BV	Review and Finalization of CMAR GMP					0	\$0			\$0	0	\$0	\$0	\$0
6S	BV	Bidding Assistance to CMAR	12	32	32	0	76	\$19,268	\$0	\$0	\$0	76	\$19,268	\$0	\$19,268
A	ALL	Advertisment and Bid Letting	4	8	8		20	\$5,116			\$0	20	\$5,116	\$0	\$5,116
B	BV	Post award Services					0	\$0			\$0	0	\$0	\$0	\$0
Totals for Special Services			152	236	236	120	744	\$184,368	\$600	\$1,200	\$1,800	744	\$184,368	\$1,800	\$186,168
PROJECT TOTALS			881	2,078	784	2,154	5,897	\$1,416,129	\$600	\$1,200	\$1,800	5,897	\$1,416,129	\$1,800	\$1,417,929

Change Order

Change Order No.: CO 2

Date of Issuance: 8-18-2026

Effective Date: 8-18-2026

Owner: Garrison Diversion Conservancy District
Contractor: Carstensen Contracting
Project: Red River Valley Water Supply Contract 5D
Owners Contract No: T05534
Owners Contract Number: 5534

The contract is modified as follows upon the execution of this Change Order:
Change Order Requests Description:

COR# 3 Road Maintenance Allowance Sept 7 2026	\$57,499.85
COR# 3 Artifical Trench Foundation Sept 7 2026	(\$57,499.85)
COR# 4 RMU Contract 5B Correction/Repairs July 20 2026	\$32,886.72
COR# 4 Artificial Trench Foundation July 20 2026	(\$32,886.72)

Attachments: Detailed CORs Descriptions

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:
\$61,677,275.00

Original Contract Times:
Substantial Completion Date: 05-29-2026
Ready for final payment: 7-31-2026

Decrease from previously approved Change Order:
\$2,301,780.00

Increase from previously approved Change Orders:
Substantial Completion: 0 days
Ready for final payment: 0 days

Contract Price Prior to This Change Order:
\$59,375,495.00

Contract Times Prior to This Change Order:
Substantial Completion: 05-29-2026
Ready for final payment: 7-31-2026

Increase of this Change Order:
\$0.00

Increase of this Change Order:
Substantial Completion: 0 days
Ready for final payment: 0 days
Contract Times with all approved Change Orders:
Substantial Completion: 05-29-2026
Ready for final payment: 7-31-2026

Contract Price incorporating this Change Order:
\$59,375,495.00

ACCEPTED:

By: _____
Owner (authorized Signature)
Printed: Kip Kovar
Title: District Engineer
Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)
Printed: _____
Title: _____
Date: _____

Change Order Request Number: COR# 3 Road Maintenance Allowance Sept 7 2026**Change order Request description:**

Includes costs for road maintenance.

Moving budget from line item 29.10 Artificial Trench Foundation (Allowance) to line item 23.10 Road Maintenance (Allowance) to allow billing for road maintenance work without exceeding 100% on line item 23.10.

Total Commitment change amount: \$0.00**Contract Days Extension Requested: 0****Change Order Request Number: COR# 4 RMU Contract 5B Correction/Repairs July 20 2026****Change order Request description:**

CCI received a request from Black & Veatch to correct/repair the RMU unit on the deep well on contract 5B that was installed through another contract. Black & Veatch asked CCI and our subcontractor (A-Line Corrosion) to provide a proposal to repair pipe leads, install a new reference cell, and complete terminations to the RMU unit and test the installation.

Below is an estimate/proposal from A-Line Corrosion to complete the scope requested from Black & Veatch in the amount of \$31,320.69 If this is to be run through Contract 5D as requested, CCI would ask for a 5% markup on work performed for a total change proposal cost for repair of \$32,886.72.

CCI appreciates the opportunity to provide value and improvement for the overall Red River Transmission Pipeline Project.

Total Commitment change amount: \$0.00**Contract Days Extension Requested: 0**



BLACK & VEATCH CORPORATION
8800 WARD PARKWAY, STE 400
KANSAS CITY, MO 64114 USA
913-458-3571 | RONNEKAMPKA@BV.COM

08.07.2026 11:23AM
Carstensen Contracting, Inc.
800 East Quartzite Street

Transmission Pipeline East Contract 5D
Ebuilder Project ID 8-301-520

Attention: Baerenwald, Brett

Subject: TO5534-COR - 00003A \$0.00

Information Referenced:

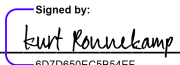
Moving budget from line item 29.10 Artificial Trench Foundation (Allowance) to line item 23.10 Road Maintenance (Allowance) to allow billing for road maintenance work without exceeding 100% on line item 23.10

PM Recommendation:

PM recommends approval of an allowance funding shift that enables completion of more road maintenance work.

Please contact us if you have questions or would like to discuss.

Sincerely,
BLACK & VEATCH

Signed  Signed by:
6D7D650EC5B54EF... DATE: 8/18/2026

Title: Associate Vice President



BLACK & VEATCH CORPORATION
8800 WARD PARKWAY, STE 400
KANSAS CITY, MO 64114 USA
913-458-3571 | RONNEKAMPKA@BV.COM

06.05.2025 03:23PM
Carstensen Contracting, Inc.
800 East Quartzite Street

Transmission Pipeline East Contract 5D
Ebuilder Project ID 8-301-520

Attention: Wurpts, Kaley

Subject: T05534-COR - 00004 \$0.00

Information Referenced:

CCI received a request from Black & Veatch to correct/repair the RMU unit on the deep well on contract 5B that was installed through another contract. Black & Veatch asked CCI and our subcontractor (A-Line Corrosion) to provide a proposal to repair pipe leads, install a new reference cell, and complete terminations to the RMU unit and test the installation.

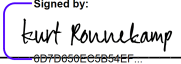
Below is an estimate/proposal from A-Line Corrosion to complete the scope requested from Black & Veatch in the amount of \$31,320.69. If this is to be run through Contract 5D as requested, CCI would ask for a 5% markup on work performed for a total change proposal cost for repair of \$32,886.72.

CCI appreciates the opportunity to provide value and improvement for the overall Red River Transmission Pipeline Project.

PM Recommendation:

Please contact us if you have questions or would like to discuss.

Sincerely,
BLACK & VEATCH

Signed  Signed by: Kurt Ronnekamp DATE: 8/18/2026
0070050EC0804EF...

Title: Associate Vice President



Red River Contract 5B RMU Completion Proposal

CCI received a request from Black & Veatch to correct/repair the RMU unit on the deep well on contract 5B that was installed through another contract. Black & Veatch asked CCI and our subcontractor (A-Line Corrosion) to provide a proposal to repair pipe leads, install a new reference cell, and complete terminations to the RMU unit and test the installation.

Below is an estimate/proposal from A-Line Corrosion to complete the scope requested from Black & Veatch in the amount of \$31,320.69. If this is to be run through Contract 5D as requested, CCI would ask for a 5% markup on work performed for a total change proposal cost for repair of \$32,886.72.

CCI appreciates the opportunity to provide value and improvement for the overall Red River Transmission Pipeline Project.



A-LINE CORROSION SERVICES LLC

A-LINE CORROSION PROPOSAL 5B RMU REPAIR

DATE: 04 JUN 2026

PROJECT: RRVWD 5B RMU INSTALL

SUBJECT: CATHODIC PROTECTION PROPOSAL

INTRODUCTION

Black & Veatch

ATTN: Estimator / PM

A-LINE CORROSION SERVICES

Brian Schreck

Project Manager / Corrosion Technician

903 N Howard St

Indianola IA 50125

bschreck@a-linecorrosion.com

C: (515) 480 - 0109

To whom it may concern:

A-Line Corrosion Services LLC is pleased to provide this proposal for consultation and professional services regarding cathodic protection design, installation, and/or survey practices.

SCOPE OF SERVICES

Within this section the consultation & professionals services provided by A-Line Corrosion Services will be outlined.

CATHODIC PROTECTION MATERIALS

A-Line Corrosion Services will provide a new GMC Staperm permanent reference electrode with ample footage of lead to reach from the install location to the rectifier 5B pad. A-Line Corrosion has also include a budget for conduit and fittings. This will allow A-Line to adapt to the various conditions of the project site.

CP FIELD SERVICES

A-Line Corrosion will provide a NACE Certified 2 person team to mobilize to the RRVWD 5B Rectifier pad location with appropriate equipment for installation.

A-Line Corrosion will Hydro excavate to daylight the existing test leads, which will be tied into, and provide a well for the new permanent reference electrode. A-Line is NOT installing new test leads onto the pipeline. A-Line Corrosion with trench in the new Reference Electrode lead via conventional excavation after locating the existing wiring.

Once all test leads can reach the 5B Rectifier pad, A-Line Corrosion will route and install the leads into the rectifier and RMU through Galvanized and seal tight flexible conduit. After the leads are terminated, A-Line will energize the system and check for functionality.



A-LINE CORROSION SERVICES LLC

A-LINE CORROSION PROPOSAL 5B RMU REPAIR

DATE: 04 JUN 2026
PROJECT: RRVWD 5B RMU INSTALL
SUBJECT: CATHODIC PROTECTION PROPOSAL

PROJECT SUMMARY

A-Line Corrosion's pricing is as shown below:

ITEM DESCRIPTION	PRICE	EST. QTY	SUBTOTAL
CATHODIC PROTECTION MATERIALS	\$4,272.52	1	\$4,272.54
RMU INSTALLATION <i>Covers MOBs, excavation, and installation of RMU leads</i>	\$27,048.15	1	\$27,048.15
	-	-	-
	-	-	-
	-	-	-

EST TOTAL: \$31,320.69



A-LINE CORROSION SERVICES LLC

A-LINE CORROSION PROPOSAL 5B RMU REPAIR

DATE: 04 JUN 2026

PROJECT: RRVWD 5B RMU INSTALL

SUBJECT: CATHODIC PROTECTION PROPOSAL

TERMS AND CONDITIONS

A-Line Corrosion's terms and conditions are shown below.

1. Proposal pricing is good for 30 days.
2. Pricing is dependent on A-Line Corrosion's right to ingress and egress with access to all relevant properties and components.
3. Any standby time applies to work stoppages outside of A-Line Corrosion's control including such causes as client, third-party, or owner/operator directives or limitations to access will be billed at a standard rate for the personnel on site.
4. Payment Terms and Conditions: Payment due within 30 days of receipt of invoice.
5. Late payment penalty of 1.0% per week (5 business days) to be applied for payments that are delayed past the agreed payment terms.
6. Sales and use included on materials.
7. Additional services and any mobilizations outside of this scope will be provided at an additional cost TBD per project.



A-LINE CORROSION SERVICES LLC

A-LINE CORROSION PROPOSAL 5B RMU REPAIR

DATE: 04 JUN 2026

PROJECT: RRVWD 5B RMU INSTALL

SUBJECT: CATHODIC PROTECTION PROPOSAL

AUTHORIZATION

PROJECT LOCATION: Carrington, ND

CONTRACT TYPE: Lump Sum

AMOUNT: Estimated at \$31,320.69

AUTHORIZATION DATE: _____

AUTHORIZATION SIGNATURE _____

PRINTED NAME: _____

TITLE/POSITION: _____

COMPANY NAME: _____

TELEPHONE NO: _____

PO # (REF): _____

INVOICING

POINT OF CONTACT: _____

EMAIL ADDRESS: _____

TELEPHONE NO: _____

ADDRESS: _____

To allow full functionality, the rectifier still needs the following:

- This unit is not cable of interruption. This is critical when performing potential surveys at test stations. To complete, the relay still needs to be connected in series with the negative lead(s). This will require 1 large split-bolt (Burndy KS-29) to connect 2-#2 HMWPE negative leads & 1-#4 welding relay cable.
- This unit is unable to record cathodic protection potential at the rectifier. To complete, the unconnected #10 HMWPE structure leads from the pipe need to be connected to the appropriate RMU wire harness. This can be done with a right-sized wire nut or splice. Additionally, the reference electrode is believed to be buried possibly due to the short length provided by Garney/Rick (see below August 2025 photo). It would be best to install a new Borin SRE-007-CUY Reference Electrode with 150' of Yellow #14 RHW lead wire. This lead should be connected to the RMU like the pipe structure leads. The actual reference electrode should be buried as close to the pipe as physically possible.
- When Garney/Rick attempted to install the structure leads and reference electrode, the operator damaged the white #2 HMWPE negative wire insulation (see below August 2025 photo). I would place a 3M 82-F1 resin kit over the wire if the wire integrity is intact.



Damaged White
Negative Lead

Black Structure
Lead(s)

Lost/Short Yellow
Reference Electrode
Lead

Agenda Item: Washburn – Missouri River Intake & FEMA BRIC Grant Update

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: N/A

Background and Update

There has been a desire from LAWA stakeholders to confirm and verify that the City of Washburn has a continued level of interest in the potential use of the RRVWSP Missouri River intake as a solution to their water supply intake infrastructure concerns.

Chair Mahoney, Director Morlock, and LAWA staff met with Washburn community leadership in Jamestown on September 2nd to provide an update on the project progress and status of the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure & Communities (BRIC) Grant

The City of Washburn formally approved a resolution (attached) at their September 14th meeting communicating the Washburn City Commission's support of continued due diligence on the RRVWSP Missouri River Intake as a viable alternative to their current water supply intake infrastructure and continued pursuance of the FEMA BRIC grant.

The FEMA BRIC grant had a second Request for Information which has formally been responded to by Burian & Associates on behalf of the project (attached).

Attached:

City of Washburn Resolution

Update Memo on FEMA BRIC Grant 2nd RFI from Burian & Associates

RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF WASHBURN, NORTH DAKOTA

**RESOLUTION IN SUPPORT OF FURTHER DUE DILLIGENCE ON THE RED RIVER VALLEY WATER
SUPPLY PROJECT MISSOURI RIVER INTAKE AS VIABLE ALTERNATIVE FOR THE CITY OF
WASHBURN WATER SUPPLY AND PURSUANCE OF FEDERAL EMERGENCY MANAGEMENT
AGENCY BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT**

WHEREAS, a safe, dependable, and affordable water supply is critical to sustaining and growing a thriving community; and

WHEREAS, the City of Washburn has existing concerns about the long-term sustainability, reliability, and affordability of its existing water supply intake infrastructure on the Missouri River; and

WHEREAS, the Red River Valley Water Supply Project (RRVWSP) has an intake on the Missouri River near Washburn; and

WHEREAS, the City of Washburn and Lake Agassiz Water Authority agree that they have a mutual interest in using the RRVWSP Missouri River intake to the strategic benefit of the City of Washburn, State of North Dakota, and RRVWSP; and

WHEREAS, a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant has been pursued to lower the capital cost for potential infrastructure investment to Washburn's water supply intake to the benefit of Washburn residents and businesses; and

WHEREAS, FEMA has provided a second Request for Information on the grant application, signaling that a definitive decision from FEMA on the grant application is expected soon; and

WHEREAS, the BRIC grant, if received, will provide over \$7,000,000 to the potential infrastructure investment, which will drastically lower any potential future cost share burden to Washburn residents and businesses for their water supply intake infrastructure.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Washburn supports continued due diligence on the potential use of the Red River Valley Water Supply Project Missouri River intake as its future water supply intake.

BE IT FURTHER RESOLVED, that the City Commission of the City of Washburn supports further pursuance of the FEMA BRIC grant to assist in financing such a potential investment.

BE IT FINALLY RESOLVED, that the City Commission of the City of Washburn is committed to pursuing cost-effective strategies for its water supply intake infrastructure on behalf of its residents and businesses and sees use of the RRVWSP Missouri River intake as a potential viable solution to its water supply intake infrastructure concerns.

Adopted this 14 day of September, 2026.

CITY OF WASHBURN, ND:

ATTEST:



Mark Lehm
President, City Commission



Chelsey Brandt
City Auditor

SUMMARY MEMORANDUM

To: Chelsey Brandt | City of Washburn Auditor
Dr. Timothy J. Mahoney | Former Mayor of Fargo
Spencer Halvorson | LAWA Executive Director

CC: Bruce Grubb, PE | PT Assistant City Administrator Paul Boersma, PE | Vice-President
Kip Kovar, PE | District Engineer Kurt Ronnekamp, PE | Sr Project Manager

From: Burian & Associates, LLC
Steve Burian, PE | President & CEO

Re: City of Washburn Long Term Raw Water Supply – FEMA BRIC Grant RFI 2 Response

Date: September 17, 2026

The City of Washburn, North Dakota completed and submitted a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Grant application in early 2024. On April 24th, 2026, FEMA Region 8 completed the initial review of the City of Washburn Long Term Raw Water Supply project and sent out a request for information (RFI). The draft RFI response package, including all supporting documentation prepared, was submitted to Todd Joersz, the State Hazard Mitigation Officer for the project. Todd Joersz completed the response for RFI 1 and incorporated the associated supporting documentation. The first RFI response was submitted by Todd Joersz on May 21st, 2026.

On August 11, 2026, FEMA Region 8 completed the review of the first RFI response and supporting documentation for the City of Washburn Long Term Raw Water supply project and sent out a second RFI (RFI2). The RFI2 was organized into three primary categories: (1) budget / cost-estimate, (2) environmental and historic preservation, and (3) technical feasibility and benefit-cost effectiveness. Within these categories, FEMA identified 14 individual issues, each including a description of the concern and corresponding action items outlining the information required for response. A summary of each issue is provided in Table 1.

Table 1 - FEMA Region 8 RFI2 Summary

ISSUE #	DESCRIPTION
1	Various budget categorizations and justifications
2	Ground disturbance details
3	Existing infrastructure design details
4	Floodplain design and site design details
5	Operational use of the RRVWSP MRI versus the existing Washburn intake
6	Water usage demand
7	Cultural resources inventory and NHPA compliance
8	Surface waters disturbance and permitting
9	RRVWSP connection to project

10	Environmental and agency coordination documentation
11	Public involvement activities
12	Best management practices (BMPs)
13	Construction schedule for RRVWSP components
14	BCA – Probabilistic Statistical Analysis

A comprehensive response was prepared for each issue identified in RFI2. To support the RFI2 responses, multiple exhibits and attachments were prepared and submitted to provide additional technical, environmental, financial, and project-specific information. A summary of the supporting documentation is provided in Table 2.

Table 2 - FEMA Region 8 RFI2 Supporting Documents Summary

SUPPORTING DOCUMENT TYPE	DESCRIPTION
Exhibit I	EOC and similar bids and cost estimates
Exhibit II	RRVWSP MRI Plans
Exhibit III	Ground disturbance details
Exhibit IV	Biological and environmental reports
Exhibit V	Design details of the proposed project
Exhibit VI	RRVWSP MRI Preliminary Design report
Exhibit VII	RRVWSP MRIPS preliminary plans
Exhibit VIII	Pump station preliminary utility layout
Exhibit IX	RRVWSP MRI Cultural Resources report
Exhibit X	Wetland overview maps
Exhibit XI	Permitting documentation
Exhibit XII	Agency coordination documentation
Exhibit XIII	Washburn flow details documentation
Exhibit XIV	Updated Project Schedule
Exhibit XV	Pre-mitigation damages documentation
Attachment 1	Washburn-USGS-Data (spreadsheet)
Attachment 2	Washburn BCA for BRIC (2023)_Historical (spreadsheet)
Attachment 3	Washburn BCA for BRIC (2023)_Historical and Current (spreadsheet)
Attachment 4	Washburn BCA for BRIC (2023)_Historical and Current (no 2021) (spreadsheet)
Attachment 5	BCA_Analysis_Summary (spreadsheet)

The draft RFI2 response package, including all supporting documentation prepared, was submitted to Todd Joersz, the State Hazard Mitigation Officer for the project. On September 17th, 2026, Todd Joersz organized and submitted the complete RFI2 response package to FEMA Region 8.