

MEETING: Board of Directors

DATE AND TIME: September 30, 2026 @ 10:00am CST

LOCATION: City Commission Chambers – Fargo City Hall

1. Call to Order – *Chair Mahoney*
2. **Approval of Agenda – *Chair Mahoney***
3. **Reading and Consideration of Minutes**
 - a. **August 6, 2026**
 - b. **August 17, 2026**
4. Director's Report – *Spencer Halvorson*
 - a. RRVWSP Governance Update
 - b. Washburn – RRVWSP Missouri River Intake and FEMA BRIC Grant RFI #2
 - c. Lobbying Services Procurement Strategy Update
 - d. User Outreach & TO 9610
 - e. Agreements Status & Progress Update
5. **Financial Report – *Merri Mooridian***
 - a. **2026 Budget Analysis Statement & Bills Paid**
6. Department of Water Resources Report – *Reice Haase*
7. Committee Reports
 - a. Financial Advisory Committee (9/22/26) – *Maureen Storstad*
 - i. Operations, Maintenance, Administration, and Reserve Cost Review & Finalization
 - ii. Program Cost Update
 - b. Technical Advisory Committee (9/24/26) – *Bruce Grubb*
 - i. **Construction Manager at Risk – Request for Proposals**
 - ii. **Construction Manager at Risk Selection Committee**
 - iii. **Consideration of Task Order 3310 – Biota Water Treatment Plant Final Design**
 - iv. **Change Order #2 – Contract 5D**
8. RRVWSP – *Kip Kovar*
 - a. Construction Update
 - b. ENDAWS Update
9. Unfinished Business
10. New Business
11. Notice of Upcoming Meetings
12. Adjourn

Informational

- Summary of Dues and Cost Paid
- Consultant Billing Summary
- 23-25 Biennium Work Plan
- 25-27 Biennium Work Plan

Bold = Action Item

The following minutes are in draft form subject to review and approval by the LAWA Board of Directors at its next meeting.

26-151

LAKE AGASSIZ WATER AUTHORITY

BOARD OF DIRECTORS

**Fargo Commission Chambers
August 6, 2026**

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held at the Fargo Commission Chambers on August 6, 2026. The meeting was called to order by Chair Mahoney at 10 a.m.

MEMBERS PARTICIPATING

Chair Timothy Mahoney
Vice Chair Brandon Bochenski
Director Dave Carlsrud
Director Bernie Dardis
Director Tom Erdmann
Director Alan Idso
Director Tim Meyer
Director Ann Morlok
Director Keith Nilson
Director Jim Schmaltz
Director Travis Schmidt
Alternate Cory Anderson for Director Jeff Breker
Alternate Jeremy Schuler for Director Rick Bigwood (by video conference)

MEMBERS ABSENT

Secretary Duane DeKrey

Garrison Diversion staff and others attended. A copy of the registration sheet is attached (Annex I).

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

APPROVAL OF AGENDA

Motion by Director Dardis to approve the board meeting agenda as amended. Second by Director Schmidt. Upon voice vote, motion carried.

CONSIDERATION OF MINUTES

Motion by Director Schmaltz to approve the May 28, 2026, LAWA Board minutes as distributed. Second by Director Erdmann. Upon voice vote, motion carried.

DIRECTOR'S REPORT

LAWA Board Reappointments and Continuity - - Spencer Halvorson, Executive Director, LAWA, reported that six mayors serve on the LAWA Board. Since the last meeting, mayoral elections have been held, and four of the six mayors did not seek re-election; however, each has been asked by their respective communities to continue serving on the LAWA board, and all four have agreed to do so.

Directors continuing their service on the LAWA Board are:

Chairman Timothy Mahoney (Fargo)

Director Bernie Dardis (West Fargo)

Director Dave Carlsrud (Valley City)

Director Tim Meyer (Lisbon)

LAWA/GDCD Partnership - - Mr. Halvorson explained, with his appointment as LAWA's Executive Director, LAWA and Garrison Diversion will work collaboratively on a day-to-day basis. LAWA will assume additional administrative responsibilities, including preparation of meeting agendas and meeting packets.

Mr. Halvorson reviewed a list of individual and shared responsibilities that LAWA and Garrison Diversion have mutually agreed upon.

Mr. Halvorson added one of the goals is to improve communication within LAWA. This is a good way to get that effort started. It could all be reevaluated once the legislative session concludes.

User Outreach Update - - Mr. Halvorson stated when he first started in his position, LAWA's leadership identified two primary priorities: increasing user engagement and making progress on the various agreements currently in development.

Mr. Halvorson reported he and Chair Mahoney have been working to meet with as many users and Memorandum of Commitment (MOC) signers as possible. To date, they have met with 14 of the 23 MOC signers and all LAWA board members.

The feedback from those meetings could generally be grouped into four areas: 1) upcoming costs and projections, 2) water treatment capabilities, 3) economic development opportunities and 4) branch pipeline prospectives and cost share.

The first round of meetings was primarily introductory, providing updates on the status of the project. The plan is to return to the users with updated financial information from the consultant team so everyone has a clear understanding of the current projections and what they may look like moving forward. This information will help users make informed decisions regarding their water systems and communities.

Mr. Halvorson said much of the conversation centered on water treatment capabilities. The project is intended to provide both a supplemental water supply and economic development opportunities. Valley City, Grafton, Grand Forks and Fargo predominantly rely on surface water and would be the primary users of the supplemental water supply. Most of the other users are primarily interested in the economic development opportunities the project would provide.

Mr. Halvorson stated, ultimately, the long-term outlook for branch pipelines is a significant factor influencing users' policy decisions. While there is a strong desire for a 75/25 cost-share arrangement, the state's current discussion regarding cost share for branch pipelines is based on a 50/50 split.

Agreement(s) Progress and Status - - Mr. Halvorson reviewed the status of the legal agreements currently in progress.

The Water Supply Agreement is the agreement between Garrison Diversion and LAWA for the delivery of water from the McClusky Canal to the Sheyenne River outfall. The agreement is currently in draft form and is not available for public distribution. There is a resolution included on today's agenda that addresses governance, which remains an important consideration regarding the future direction of the project. For purposes of incurring additional costs, work on the agreement is currently paused until it is determined who the appropriate counterpart to the agreement will be.

The Water Distribution Agreement is an agreement between LAWA and the project participants. The City of Fargo and their third-party legal counsel prepared the initial draft, which was subsequently provided to Grand Forks. Grand Forks and its third-party legal counsel have since returned comments on the draft.

Mr. Halvorson, Bruce Grubb and Ian McLean, with the City of Fargo, have spent considerable time with Mr. Dingess, Fargo's legal counsel, reviewing the agreement. The goal is to provide responses to the Grand Forks' team and continue discussion.

Mr. Halvorson noted the Water Distribution Agreement also includes numerous exhibits, which will be a significant undertaking. The details contained in those exhibits will be important to the agreement. Work is progressing, but substantial work remains.

The Thompson-Acker (TA) Agreement is an agreement among LAWA, the Department of Water Resources (DWR) and the TA rights holders regarding the storage and allocation of water in Lake Ashtabula behind Baldhill Dam. DWR recently provided a draft response to the users, and the TA rights holders and DWR are currently reviewing the agreement collaboratively.

Future Meetings and Business - - Mr. Halvorson reviewed upcoming meetings, including a Special LAWA Board meeting to be held virtually on September 12. The purpose of the meeting is to consider awarding the bid for Eastern North Dakota Alternate Water Supply (ENDAWS) Contract 1, Biota Water Treatment Plant (BWTP) Site and Access Development, Wet Well Excavation and Construction Phase Services. Bids will be opened on the contract this afternoon in Carrington.

Director Morlok asked whether one of the exhibits included with the Water Distribution Agreement is the Water Supply Agreement.

Katie Schmidit, of Ohnstad Twichell, responded there will definitely be items from the Water Supply Agreement that will flow into the Water Distribution Agreement; therefore, there will be a connection between the two agreements.

FINANCIAL REPORT

2026 Budget Analysis Statement - - Merri Mooridian, Deputy Program Manager, RRVWSP Administration, Garrison Diversion, reviewed the 2026 Budget Analysis Statement for the period of January 1 through June 30, 2026. (Annex II).

Ms. Mooridian stated LAWA's approved income budget for 2026 is \$544,940. Total income received through June 30, 2026, is \$547,540.

The approved 2026 expense budget is \$543,788. Expenses through June 30, 2026, total \$179,951.

The ending bank balance was \$439,343.

Bills Paid

Ms. Mooridian referenced bills paid since the last board meeting, which include legal fees, consulting services and membership dues.

Motion by Vice Chair Bochenski to accept the LAWA Budget Analysis Statement for the period of January 1, 2026, through June 30, 2026. Second by Director Morlok. Upon roll call vote, the following directors voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

DEPARTMENT OF WATER RESOURCES REPORT

Reice Haase, Director of DWR, reported the state's long-term budget outlook projects approximately \$360 million available for water project funding. Given the state's financial outlook as the Bakken matures, along with anticipated long-term declines in extraction tax revenue, including impacts from stripper well tax exemptions, the state will face declining revenues in the future. This will require a re-evaluation of the current cost-share policy.

The two legislative studies directed during the last session and conducted by Deloitte, the Cost-Share Policy Study and the Regional Governance and Finance Study, focused on long-term sustainability of the state's water programs. Both studies have been completed over the interim.

The 2027 Draft Water Development Plan has also been updated since that time. The plan identifies 648 eligible projects over the next decade, with \$3.9 billion in total requests. For the next biennium alone, there are approximately \$1.5 billion in requests for state funding for water projects.

Mr. Haase stated Deloitte's Cost-Share Policy Study confirmed the funding risk identified during the last legislative session. In fact, the projected shortfall is significantly larger than previously anticipated, with a \$2.13 billion near-term shortfall and an additional \$1.72 billion long-term shortfall over the next decade.

Deloitte also found, through comparison with other states, that North Dakota is in a strong position with respect to water funding. The state historically had abundant funding available for water projects due largely to its robust oil and gas industry; however, as funding has increased,

the state's cost-share percentages have also continued to rise. North Dakota now has the highest level of water project cost sharing in the nation, both in the amount of funding provided and in the percentage of project costs covered.

Mr. Haase explained after evaluating statewide water needs and projected revenues over the next decade, Deloitte developed seven recommendations for adjustments to the State Water Commission's (SWC) cost share policy to address the anticipated funding shortfalls.

Specifically, for the RRVWSP, Deloitte recommends bonding the project and funding it outside of the Resources Trust Fund (RTF) going forward, recognizing the RTF revenues will not be sufficient to meet all of the state's water needs. Bonding both the RRVWSP and the Minot Flood Control Project would be a difficult undertaking.

Mr. Haase noted DWR is currently working with the governor's office to develop the state's budget proposal for the upcoming legislative session. The proposal will not be released until December. In the meantime, DWR is evaluating the bonding option and other potential funding mechanisms. If DWR brings an option of this magnitude to the legislature, it will need to be structured carefully so that it does not adversely affect other state funding priorities.

Deloitte's recommendations include evaluating earnings from the Legacy Fund as a potential funding source. However, those earnings are largely committed to property tax relief and the Department of Transportation's Highway Distribution Fund. DWR continues to evaluate these and other potential funding options.

Mr. Haase stated in order to convince the legislature to issue bonds to fund the project, a united front must be presented demonstrating that a solid long-term governance plan is in place for the project.

Regarding the Governance & Finance Study, Deloitte evaluated the three large regional water systems in North Dakota, comparing them with similar systems in other states, interviewing stakeholders and reviewing legislative histories and governance documents. Through its analysis, Deloitte identified several important challenges facing the state's regional water systems.

First, Deloitte found that decision-making authority is not necessarily aligned with the risk, meaning that the entity bearing the risk does not always have corresponding decision-making authority. Second, existing agreements do not provide adequate clarity regarding roles and responsibilities among stakeholders and governing bodies. Third, critical long-term governance structures remain undeveloped.

Mr. Haase said, based on these findings, Deloitte developed recommendations for all three regional systems. For each system, Deloitte presented three governance options.

For the RRVWSP, option one would retain the current governance model with certain improvements, with DWR serving as mediator between Garrison Diversion and LAWA. Option two would provide the SWC with an oversight role and establish a leadership subcommittee for the RRVWSP. Option three would transfer ownership of the project, as well as the operation and maintenance responsibilities, to the SWC.

Mr. Haase explained Deloitte's rationale for option three is that the state is paying 75% of the project costs, while local users are responsible for the remaining 25%.

Mr. Haase highlighted the governor's state budget guidelines, which apply across state government. Under these guidelines, there will be no new full-time equivalent (FTE) positions or new buildings, and any new ongoing initiatives requiring additional costs must be offset by an equivalent reduction in ongoing expenditures elsewhere. DWR is not exempt from these guidelines.

Mr. Haase stated if option three is implemented, DWR cannot assume the project responsibilities alone. DWR, LAWA, and Garrison Diversion will need to work collaboratively to implement the option. All three entities are needed to work together.

Under option three, Mr. Haase explained the SWC would officially own the project but would continue to contract with Garrison Diversion for many day-to-day responsibilities currently being performed. DWR would work collaboratively with Garrison Diversion and LAWA as the project moves forward.

Mr. Haase noted the recommendations for both studies were presented to the Water Topics Overview Committee (WTOC) in March. The committee requested the DWR return to its September meeting with implementation plans for the studies.

Since that time, the SWC has held eight basin meetings across the state to solicit stakeholder feedback on the legislative studies. DWR is currently reviewing the public comments and developing recommendations for implementation of the cost-share policy to present to the SWC.

Regarding the Governance & Finance Study, Mr. Haase stated the DWR is requesting LAWA to work with the department to develop an implementation plan for option three.

Chairman Swiontek has expressed support for option three, and Governor Armstrong has directed DWR to move forward with an implementation plan for option 3 to be presented to the WTOC on September 17.

Mr. Halvorson referenced the proposed resolution (Annex III), supporting further due diligence on option three and reviewed the reasons for LAWA's support, as well as LAWA's commitments during the due diligence process.

Reasons for support of further due diligence:

- Alignment of Risk and Ownership
 - State Ownership & Local Control
- Statewide Importance & Scope
- Full Faith & Credit of State of ND Behind Project
- Previous & Future State Commitment Investment in Project
- Enhancement of User Representation

LAWA Commitments on Option #3 Due Diligence Efforts:

- Collaborative and Solution Oriented Mindset

- Create Efficiencies & Lower Costs
- Preservation of Local Voices in Project Development
- Retention of Current Institutional Knowledge in Project Development

Motion by Director Carlsrud to approve the resolution of support for pursuing further due diligence of Option Three of the Governance and Finance Study conducted by Deloitte specific to the Red River Valley Water Supply Project. Second by Director Morlok.

Chair Mahoney stated through the due diligence process, LAWA believes it can work with Garrison Diversion to identify areas of alignment. The due diligence process is viewed as an opportunity to work collaboratively with the DWR and Garrison Diversion to determine what governance structure and division of responsibilities will work best and provide the greatest efficiency for the project.

Upon roll call vote, the following directors voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

COMMITTEE REPORTS

LAWA Technical Advisory Committee (TAC) - - Al Grasser, Chair, LAWA TAC, reported the committee met on June 23 and July 23, during which time reports were provided on construction progress, construction methods, operation and maintenance costs, program schedule and the Washburn intake project. A series of task orders were reviewed and are being recommended for board approval.

Task Orders

Kurt Ronnekamp, Black & Veatch (BV), presented the facilities task orders for the BWTP, explaining the work involved and the anticipated timeline process for each.

ENDAWS Task Order 2650 – BWTP, Contract 1, Site and Access Development and Wet Well Excavation Construction Phase Services (Annex IV)

The objective of this task order is to excavate the pumping station wet well shaft and provide site access improvements for the project and future phases.

Engineering services during construction include onsite inspection, construction coordination, review of contractor submittals, requests for information, change order requests, pay apps, etc.

The cost of the task order is \$2,134,000.

Motion by Director Nilson to approve ENDAWS Task Order 2650, Biota Water Treatment Plant Contract 1, Site and Access Development and Wet Well Excavation Construction Phase Services in the amount of \$2,134,000. Second by Director Schmaltz. Upon roll call vote, the following directors voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

ENDAWS Task Order 2360 – BWTP Contract 2, Intake, Tunnel, and Wet Well Liner Final Design and Bidding Assistance (Annex V)

This task order provides final design and bidding assistance for three parts of the BWTP:

1. Construction of the McClusky Canal intake pumping station wet well final liner inside the excavation shaft
2. Construction of a 72-inch intake tunnel from the McClusky Canal to the McClusky Canal Pumping Station
3. Construction of the McClusky Canal Intake structure for future screen addition

The cost of the task order is \$1,020,000.

Motion by Director Carlsrud to approve ENDAWS Task Order 2360, Biota Water Treatment Plant Contract 2, Intake, Tunnel, and Wet Well Liner Final Design and Bidding Assistance in the amount of \$1,020,000. Second by Director Morlok. Upon roll call vote, the following directors voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

ENDAWS Task Order 3240 – BWTP Contract 4, Power Supply Planning, Environmental and Procurement Services (Annex VI)

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 task order addresses an electrical extension from an existing WAPA high-voltage transmission line near Regan, North Dakota, approximately 22 miles south of the BWTP site. Services include coordination with the Bureau of Reclamation, WAPA, Central Power Electric Cooperative, Capital Electric Cooperative, Verendrye Electric Cooperative, Sheridan and Burleigh Counties, GDCCD, and LAWA.

The scope also includes planning, contracting, environmental review, land acquisition, and procurement assistance needed to support future design and construction of the electrical facilities.

The cost of the task order is \$698,000.

Motion by Vice Chair Bochenski to approve ENDAWS Task Order 3240, Biota Water Treatment Plant Contract 4, Power Supply Planning, Environmental and Procurement Services in the amount of \$698,000. Second by Director Schmidt. Upon roll call vote, the following directors voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

Washburn Water Supply Task Order

Mr. Grasser reported the TAC also discussed a proposed task order for preliminary engineering related to the Washburn/Missouri River intake project.

He explained the City of Washburn is currently awaiting a decision on a BRIC grant application to assist with funding the intake project. The DWR is seeking clarification on whether the project is being re-engaged, as that determination will affect future cost-share discussions.

Mr. Grasser stated Chair Mahoney has been leading many of the discussions regarding how the cost share may be structured. Approving a task order would provide a tangible step forward and help continue discussions with the DWR.

The TAC is recommending a reduced preliminary scope of work be established to keep the process moving while limiting expenditures to \$100,000 until the outcome of the BRIC grant is known.

Chair Mahoney clarified the DWR has indicated the cost-share percentage may be changing during the next biennium, potentially resulting in a lower state cost share for Washburn. LAWA would like to put a bookmark on the issue because, in the original discussions with the City of Washburn, LAWA viewed the intake project as a primary water supply source for Washburn, which would support a 75/25 state-local cost-sharing arrangement.

The DWR, however, has characterized the project as a branch pipeline, which could make it eligible for a potential 50/50 or 60/40 state-local cost share.

Chair Mahoney added LAWA has been working with the City of Washburn for several years to utilize the existing Missouri River intake asset, which is an approach supported by the legislature.

He noted the TAC did not have all the information available when they discussed the proposed task order. Mr. Halvorson will continue to track the matter and ensure the LAWA board is comfortable with the proposed expenditure as the project moves forward.

Motion by Director Carlsrud to approve a preliminary design task order for the Washburn Missouri River intake project not to exceed \$100,000. Second by Director Erdmann.

Director Morlok stated the City of Washburn is waiting to determine what its costs will be, similar to many of the Project's users. She believes the task order will help the city move forward with its decision-making process.

Upon roll call vote, the following committee members voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

Biota Water Treatment Plant – Construction Manager at Risk (CMAR)

Paul Boersma, BV, presented the overall baseline schedule. There are three takeaways we would like you to remember and think about, and one of the takeaways will lead to the discussion on Construction Manager at Risk. Three concurrent projects are effectively being managed. One is a pipeline construction project, with pipelines expected to be complete by September 2032. The second project is the completion of the ENDAWS BWTP. This schedule weighs all the traditional design, bid and build construction processes. Completion is expected in late 2032 or early 2033. The CMAR discussion ties into how that schedule might be compressed. The third project is the power supply project.

Mr. Boersma stated WAPA's facility plan was recently received in terms of what they want, how they want to build it and when they want to build it. This allows us to begin work around their facility plan to think about how we could shorten that schedule.

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

- Electrical Equipment Design and Procurement
- BWTP Design and Construction (5- to 7-year duration)
- Completion of Pipeline Installation (12-14 miles per year)

Mr. Boersma 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, 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. The CMAR will bid out the various work packages and obtain competitive pricing on the packages in parallel with the ongoing design and construction work.

Using 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.

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, keeping the owner in control of the project and allowing the best contractors to emerge. 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.

Selecting the CMAR approach does not 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. If the owner is not comfortable at the end of the design process, they could discontinue the process and return to a traditional DBB delivery method.

Potential challenges with CMAR include higher upfront costs, limited price competition, active owner involvement and complex negotiations and risks.

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 team qualifications.
- **Request for Proposals (RFP):** Assessment of each firm's technical approach, preconstruction methods, risk understanding, fees and transparency commitment.
- **Collaborative Interviews:** Evaluation of team chemistry, communication style, and problem-solving to ensure effective collaboration.
- **Value-Based Pricing:** Pricing focuses on contractor fees, overhead, and profit, allowing selection based on qualifications and value.

Mr. Boersma emphasized that CMAR is a well-established project delivery method that has been widely used throughout the construction industry. 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 and has been pleased with the results.

Mr. Boersma reported BV and Advanced Engineering and Environmental Services (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.

Mr. Boersma stated, based on that experience, the engineering team is comfortable using CMAR and are requesting permission from the board to continue moving forward with this approach. The next step would be to develop a CMAR procurement document that could be issued as an RFQ to the marketplace to begin generating interest.

Director Carlsrud asked how CMAR approach would affect contracts that have previously been awarded.

Mr. Boersma said he believes the CMAR approach would reach a different pool of contractors than those previously involved with the pipeline work. As the CMAR identifies the different types of work to be completed, they would work with the owner to identify qualified contractors and obtain open-book pricing from subcontractors. Based on input from the owner and the CMAR's experience, the CMAR would select the contractor that is best qualified and most cost-competitive for the particular project.

Vice Chair Bochenski asked Mr. Boersma if he is envisioning two overall bid packages. For example, completing the foundation, building exterior, excavation and related work under the first bid package, and then developing a second package as the project progresses through schematic design.

Mr. Boersma replied, from a schedule perspective, the best approach would be to begin with a deep foundations package. Separate packages could then be developed for mass concrete work and structural steel. The CMAR would advise the project team on the appropriate number and sequencing of bid packages. If this work could start early, rather than waiting for the full design to be completed, it could potentially shave many months from the overall project schedule. Therefore, there could be several different bid packages.

Vice Chair Bochenski cited the Grand Forks Community Recreation Center as an example of how the CMAR approach can accelerate construction. The project was able to be bid and begin early groundwork work before final bids were completed for the interior components of the building, saving several months in the overall schedule.

He added the CMAR process also provides opportunities for continuous value engineering throughout design and construction. Once schematic design is complete, the engineer, architect and CMAR can work together to identify opportunities for cost savings. The process can then be repeated during the design development phase and again when construction documents are finalized. The approach can be very effective and makes a great deal of sense for a project of this size and complexity.

Motion by Vice Chair Bochenski to approve proceeding with the Construction Manager at Risk delivery method for Contract 1 of the Biota Water Treatment Plant. Second by Director Schmidt.

Director Dardis asked what the anticipated net cost difference would be between the CMAR delivery method and a traditional DBB approach, from the preliminary engineering estimates through completion of the project. He acknowledged that CMAR could save time but asked whether it would also result in overall cost savings and what the anticipated CMAR costs would be.

Mr. Boersma stated it is difficult to quantify the exact cost difference because the project will not be bid under both CMAR and traditional DBB methods, making a true apples-to-apples comparison impossible. Therefore, it would be difficult to determine whether CMAR would save a specific amount, such as \$30 million or \$50 million, compared to DBB.

Mr. Boersma said he expects savings to accrue through improved cost estimating, scheduling and the ability to identify the best processes, contractors and equipment to provide the greatest

value to the project. The collaborative nature of the CMAR approach should also lead to a more efficient and cost-effective process. While he cannot provide a specific percentage or dollar amount of anticipated savings, CMAR increases the likelihood of achieving efficiencies and overall cost savings through collaboration among the engineer, architect, CMAR and contractors.

Director Dardis asked whether the CMAR operates on a percentage of the overall bids and, if so, what is the percentage.

Mr. Boersma explained the CMAR applies a markup to the overall cost of the subcontracted work. The markup could range from 4% to 10%. The specific markup would be negotiated, with proposed markups solicited as part of the competitive procurement process.

He noted the CMAR's compensation is primarily derived from the markup applied to subcontractor costs. However, he cautioned against viewing the markup as simply an additional project cost because, under a traditional DBB approach, a prime contractor would also apply markups and profit to the work performed by its subcontractors. The fundamental difference is that, under CMAR, the markup is established through the CMAR procurement and negotiation process.

Todd Feland, City of Grand Forks, stated CMAR preconstruction services would likely be provided for a relatively low, flat fee. The CMAR would provide value by bringing constructability expertise into the design process and remaining involved through development of the GMP. He also noted that breaking the work into multiple bid packages could attract more local and regional contractors and generate more competitive bids.

Mr. Feland added if the GMPs are not acceptable, the project can pursue a different delivery approach at that point. The project is not locked into the CMAR approach. The primary value at this stage is the preconstruction services.

Director Carlsrud asked about the reasoning behind supporting the CMAR delivery method.

Mr. Feland, on behalf of the TAC, requested approval to proceed with the RFQ process and begin advertising. He noted that the process would come back to the TAC and LAWA Board at various stages for further review and decisions, with multiple opportunities to pause or change course along the way.

Vice Chair Bochenski said pipeline engineering is relatively straightforward, making DBB appropriate in most cases. However, given the complexity and schedule, he believes it is important for the engineers to work directly with the contractor throughout design. This collaboration can reduce the risk of designing a project that does not adequately account for construction considerations.

Mr. Grasser commented from the TAC perspective, the ability to perform value engineering and achieve greater cost certainty is a significant benefit compared with waiting for a bid opening to determine project costs.

He added an operations subcommittee is currently being assembled to evaluate equipment, labor and operations and maintenance considerations. The CMAR process would allow the team to evaluate equipment compatibility throughout design, which provides significant value to the project.

Director Schmidt asked for clarification on what the at-risk portion of CMAR means.

Mr. Boersma explained generally between the 60% and 90% design stages, the CMAR develops and provides a GMP. Once the GMP is established, the CMAR is contractually responsible for delivering the project for that price, similar to a contractor under a traditional DBB contract. This provides the project with price certainty once the GMP is established.

Director Dardis clarified he is not opposed to the CMAR approach but asked whether the process could create risk under North Dakota statutes governing the bidding of projects over \$200,000. He noted concerns that the CMAR may negotiate prices after the bidding process or favor contractors it has worked with previously and asked whether this could create a statutory compliance issue.

Mr. Feland responded that the state's prescribed procurement process would be followed and noted that the state has used CMAR. He explained that all project components would still be competitively bid, but in multiple packages, which can increase competition. The CMAR's involvement in equipment selection and design occurs before bidding to refine the project.

Director Dardis asked whether any pipeline bids had exceeded the engineer's estimates.

Vice Chair Bochenski noted that ongoing value engineering by staff and the project's engineering team had saved more than \$2.5 million on a pipeline contract. He asked whether facility construction is sufficiently different from pipeline construction to warrant a CMAR approach.

Mr. Feland agreed the treatment plant is a different type of project, emphasizing that CMAR allows value engineering to continue throughout preconstruction and design. Because LAWA will ultimately be responsible for 100% of the facility's operating costs, it is important to involve operations staff early to ensure the facility is designed for efficient and effective operation. CMAR provides an opportunity to bring additional construction and operational expertise into the design process.

Vice Chair Bochenski added the CMAR approach allows value engineering throughout the design and construction process. The architect, engineer, CMAR and subcontractors can continually identify alternative designs, materials or products that may reduce costs or improve performance. This does not replace competitive bidding; all work would still be competitively bid, but the CMAR provided additional expertise and input throughout the process, including opportunities to negotiate cost-effective alternatives after bids are received.

Mr. Halvorson stated just as the board makes its policy decision on this item, he would like them to know, when visiting with Garrison Diversion leadership, there was general support for the CMAR approach. It was also discussed with the DWR, and Mr. Haase relayed if it would speed up the timeline, their office would support it.

Upon roll call vote, the following committee members voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

LAWA Financial Advisory Committee (FAC)

Maureen Storstad, Co-Chair, LAWA FAC, reported on the June 25 and July 28 committee meetings. The June meeting was a work session where the committee reviewed several underlying financial considerations regarding the RRVWSP, apprised the FAC members of the financial model update in progress and discussed materials and deliverables to be developed for user outreach meetings. At the July meeting, the committee heard updates on financial modeling, operations, maintenance, administration and replacement cost assumptions and user outreach.

The committee also discussed and acted on two other topics. The first matter involved designating a new bank depository plus authorizing signatories. The second matter related to lobbying services.

Depositor Designees - - Ms. Storstad reported technical issues with LAWA's current depository, Old National Bank (formerly Bremer Bank), have made day-to-day operations inefficient and cumbersome. For improved reliability and efficiency, staff and the committee recommend transferring LAWA's general operational funds to Gate City Bank.

Motion by Director Erdmann to approve designating Gate City Bank as Lake Agassiz Water Authority's depository for its general operational funds. Second by Director Morlok. Upon roll call vote, the following committee members voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

Authorization of LAWA's Designated Agents - - Ms. Storstad reported this item would be designating authorized agents as bank signatories related to financial documents. The FAC Committee recommends the following individuals be designated as authorized agents on behalf of LAWA for bank purposes:

Timothy Mahoney – Board Chair

Spencer Halvorson – Executive Director

Merri Mooridian – RRVWSP Deputy Program Manager, Administration

Susan Thompson – Co-Chair, LAWA Financial Advisory Committee

Motion by Vice Chair Bochenski authorizing Timothy Mahoney, Spencer Halvorson, Merri Mooridian and Susan Thompson as authorized agents on financial documents with Gate City Bank. Second by Director Schmidt. Upon roll call vote, the following committee members voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

Preliminary 2027 LAWA Budget - - Ms. Storstad referenced the preliminary 2027 LAWA budget and accompanying letter (Annex VII) sent to the users to assist with their 2027 budget planning.

Ms. Storstad explained the budget summarizes total revenue rather than separately listing membership dues and participant transfers, which could cause confusion. The total amount will be allocated among participants through participant transfer amounts.

On the expense side, the preliminary budget includes allocations for staff and administrative support. Legal expenses were reduced based on the assumption that some of the agreements will be completed by year-end. The budget is only an estimate, and a more formal 2027 budget will be presented to the board for approval later in the year.

Financial Projections and Modeling - - Shawn Gaddie, AE2S, reported the financing team has been working closely with the FAC to update the financial model and user projections. The model incorporates ongoing project and funding discussions as the team prepares for another round of discussions with the users and, ultimately, finalization of participation agreements.

Mr. Gaddie said the updated projections will be presented alongside the original 2024 estimates to provide context regarding changes in projected costs. The model incorporates the \$150 million in federal funding secured for the current biennium as part of the Series F work plan, as well as potential future federal funding of more than \$300 million that has been discussed with North Dakota's congressional delegation and Senator Hoeven's office.

The financing team has also incorporated the baseline project spending schedule submitted to DWR as part of the Water Development Plan.

Director Haase provided an overview of the needs identified in the Water Development Plan and noted that the project's needs were included in the submittal.

Mr. Gaddie stated the financing team is also working on an overall programmatic cost update and expects changes that will need to be incorporated into the financial model as the updated costs differ from those submitted in the Water Development Plan.

He noted the model includes a true-up similar to prior models. The true-up has increased as local financing has progressed through Series F, compared with the previous model, which was based on spending through Series C. This does not change the previously provided participation or projects costs; rather, the true-up reflects that some users, including Fargo and Grand Forks, have contributed their local share sooner than others.

Mr. Gaddie added the model has been updated to carry forward the MOC-based allocations in future cost projections. The team is also coordinating with the TAC and FAC to finalize OMAR cost assumptions for inclusion in the projections.

Mr. Gaddie said an operations subcommittee is being formed to review OMAR assumptions, while discussions continue regarding management and administrative costs. He reported that the financing team and BV have made progress on the programmatic cost update, which will be reviewed by LAWA and Garrison Diversion leadership before being incorporated into the model. The updated model will provide revised project costs and participation projections for each MOC signer.

Mr. Gaddie said the Water Development Plan submittal was based on the best available cost information and legislative intent from the 2023–25 biennium and may be updated as costs are refined. The current submittal maintains a \$199 million state funding request for 2027-29.

He added that Senator Hoeven's office has indicated an intent to secure the remaining \$300 million-plus in federal funding before 2030, in addition to the \$150 million already secured. The financing team is incorporating potential federal funding into the model to evaluate its impact on state and user costs and the project schedule.

Mr. Gaddie said the true-up is now based on Series A through F. Fargo, Grand Forks, Carrington, Cooperstown, Hillsboro and Mayville are in an overpayment position under the adopted cost allocation model, while Valley City is not because it did not participate in Series F.

Mr. Gaddie said, as updated projections are provided to the users, the model will show how prior cost contributions can be redistributed through future financing series. This will be accomplished primarily by adjusting future series principal balances. If the model establishes a particular base allocation percentage for a user, that user would receive its base allocation, with a plus or minus adjustment for prior series contributions. This approach is intended to bring each user into its appropriate target position under the adopted project cost allocation model.

The timing of future federal funding and the outcome of state bonding discussions remain uncertain. To avoid overcorrecting user allocations too quickly and creating an imbalance, the financing team plans to spread the adjustments over a couple of future financing series rather than making the full adjustment in Series G. Series G would represent the local cost share associated with the state's funding for the next biennium.

Mr. Gaddie stated the programmatic cost update is being developed using an unconstrained critical path analysis. If the project receives only the \$199 million in state funding included in the Water Development Plan, difficult decisions may be necessary regarding which project packages can proceed. The CMAR approach could provide greater flexibility by allowing the facility to be advanced in packages rather than taking the entire project to bid at once, reducing the risk of bids exceeding available funding.

Mr. Gaddie said the team will continue to evaluate cost and schedule considerations and adjust projected expenditures based on anticipated state, federal and local funding. This includes evaluating potential state bonding and the timing of additional federal funding to determine how those funding sources could help unconstrain the project schedule.

Mr. Gaddie reviewed the analyses currently being developed by the engineering team:

- Programmatic Schedule Update – Current critical path analysis
- Programmatic Cost Update – Update to the last comprehensive update completed in 2022)
- OMAR Cost Update- Update to the 2022 OMAR cost assumptions
- Funding Analysis and Schedule Alternatives – Including:
 - Constrained analysis based on the Water Development Plan funding schedule
 - State bonding impacts, with and without bonding
 - Additional federal funding considerations and related spending schedules
- Delivery Alternatives – Including CMAR and facilities package planning

Mr. Boersma emphasized the project may need to coordinate at least three funding sources: federal, state and local. The CMAR approach provides additional flexibility to align the construction schedule and rate of spending with the timing and availability of those funds.

Mr. Gaddie reviewed a draft of the updated user financial summary handout. The handout will include a nomination recap, total programmatic costs, including capital and OMAR costs, funding progress, core system cost of participation/allocation, user cost outlay projections, and estimated system bill impact. An individual handout will be prepared for each user.

RRVWSP UPDATE

Construction Update - - Kip Kovar, Deputy Program Manager, RRVWSP Engineering, Garrison Diverison, reported the construction season has been progressing well, with more than eight miles of pipeline installed this year. A total of 59 miles, or 47% of the pipeline, is currently under contract, with 38 miles installed as of this month.

Active construction projects include:

- Contract 5C: Pipeline installation is complete, with hydrostatic testing to follow.
- Contract 6A: Nearly complete. Upon completion, the construction crew will move to Contract 6C.
- Contracts 6B and 6C: Approximately 2.5 miles of pipeline have been installed, with about 15 miles remaining.
- Contract 7A: Pipe deliveries are beginning.

Mr. Kovar also reported approximately 305 feet of the 550-foot tunnel on Contract 6B has been completed.

Engineering Update - - Mr. Kovar reported bids for the BWTP Early Out Contract 1 are scheduled to be opened today at 4 p.m. The engineer's estimate is \$20 million, and several contractors have expressed interest. Following the engineer's recommendation for award, the LAWA and Garrison Diversion boards will need to take action.

Other ongoing engineering work includes continued evaluation of the McClusky Canal water quality and hydraulic improvements, BWTP final design task order, power supply coordination and updates to program costs, schedule and cash flow.

Mr. Kovar added the engineering team is also working toward advertising and bidding two additional pipeline contracts using federal funding received through the Bureau of Reclamation.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Lobbying Services Procurement Strategy - - Mr. Halvorson explained LAWA previously cost-shared lobbying fees with Garrison Diversion; however, Garrison Diversion has decided to retain its own lobbyist. LAWA leadership reached consensus that LAWA should retain an official lobbyist for the upcoming legislative session and recommended continuing to work with Terry Effertz of Integrity Public Affairs to provide consistency.

Mr. Halvorson noted Ms. Effertz is also the registered lobbyist for the City of Fargo; which is conducting an RFP process and expected to make a decision by August 31. If the City of Fargo continues working with Ms. Effertz, there will be opportunities for cost and administrative efficiencies through a three-party administrative services agreement.

Mr. Halvorson added he has discussed this strategy with city administration and Mayor Boschee, who are aligned and supportive should the arrangement move forward.

Mr. Halvorson recommended the board authorize the shared lobbying strategy so negotiations can begin on a potential administrative services agreement if Fargo selects Ms. Effertz. The FAC also supports this action.

Motion by Director Nilson to approve sharing a lobbying strategy with the City of Fargo. Second by Director Dardis. Upon roll call vote, the following committee members voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

Amendment No. 4 to Client – AE2S Letter Agreement - - Mr. Halvorson referenced Amendment No. 4 (Annex VIII) and explained, as part of LAWA's strategy during the executive director hiring process, LAWA extended its previous agreement with AE2S for Brent Bogar's consulting services by \$40,000 through June 30, 2026.

Mr. Halvorson stated he has been working closely with Mr. Bogar and recently reviewed the remaining balance, determining there is approximately \$5,000 and 20 hours remaining in the agreement. The recommendation to the board is to extend the agreement through September 30, 2026.

Mr. Halvorson explained with the executive director onboarding process largely complete, the remaining hours would shift toward preparing for the upcoming legislative session, staying informed through FAC, TAC and board meetings, and assisting LAWA in developing a financial plan moving forward.

Mr. Halvorson added he anticipates using a similar task order for the legislative services from October 1 and May 31, covering the period leading up to, during and immediately following the legislative session. Details will be determined at a later date. The proposed approach will also need to be discussed with Garrison Diversion leadership to ensure alignment heading into the legislative session.

Motion by Vice Chair Bochenski to approve Amendment No. 4 to Client, AE2S Letter Agreement, extending the contract to September 30, 2026. Second by Alternate Schuler. Upon roll call vote, the following committee members voted aye: Bochenski, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok, Nilson, Schmaltz and Schmidt. Alternates voting aye: Anderson and Schuler. Motion Carried.

Chair Mahoney adjourned the meeting at 12:01 p.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

[illegible]



2026 Budget of Analysis Statement
For the period of January 1, 2026 - June 30, 2026

Income	Budget 2026	Actual as of 06.301.26	Balance of Budget
Dues Income	\$ 35,000.00	\$ 37,600.00	\$ (2,600.00)
Participant Transfers	\$ 250,000.00	\$ 509,940.55	\$ (259,940.55)
**State Cost-Share	\$ 259,940.55		\$ 259,940.55
Cost Share-Interim Finance			\$ -
Total Income	\$ 544,940.55	\$ 547,540.55	\$ (2,600.00)
Expenses			
Dues Expenses	\$ 6,500.00	\$ 6,575.00	\$ (75.00)
ND Water Users Association	\$ 5,000.00	\$ 5,250.00	\$ (250.00)
ND Water Coalition	\$ 1,000.00	\$ 1,000.00	\$ -
ND Rural Water Systems Assoc.	\$ 500.00	\$ 325.00	\$ 175.00
Org Expenses	\$ 10,800.00	\$ -	\$ 10,800.00
Accounting	\$ 10,000.00		\$ 10,000.00
Directors Expense	\$ -		\$ -
Insurance	\$ 550.00		\$ 550.00
Admin Expense	\$ 250.00		\$ 250.00
Legal/Prof Serv	\$ 526,488.25	\$ 173,376.52	\$ 353,111.73
**Ohnstad Twichell, P.C.	\$ 187,982.00	\$ 86,943.00	\$ 101,039.00
**AE2S	\$ 100,000.00	\$ 70,674.14	\$ 29,325.86
**Admin Support	\$ 200,000.00		\$ 200,000.00
Garrison Diversion - Bernhardt	\$ 31,006.25	\$ 15,759.38	\$ 15,246.87
Garrison Diversion - Effertz Law	\$ 7,500.00		\$ 7,500.00
Total Expenses	\$ 543,788.25	\$ 179,951.52	\$ 363,836.73

Beginning Bank Balance 1-1-2026	\$ 72,062.00
Income Received	\$ 547,540.55
Bank Fees	\$ (307.08)
Total Funds Available	\$ 619,295.47

Check #1298 Ohnstad Twichell	\$ 10,214.00
Check #1299 Ohnstad Twichell	\$ 20,053.00
Check #1300 ND Water Coalition	\$ 1,000.00
Check #1301 ND Water Users	\$ 5,250.00
Check #1302 GD CD(Bernhardt)	\$ 7,879.69
Check #1303 Ohnstad Twichell	\$ 10,095.50
Check #1304 Ohnstad Twichell	\$ 10,567.00
Check #1305 Ohnstad Twichell	\$ 9,858.00
Check #1306 GD CD(Bernhardt)	\$ 7,879.69
Check #1307 Ohnstad Twichell	\$ 22,127.00
Check #1308 ND Rural Water	\$ 325.00
Check #1309 Ohnstad Twichell	\$ 4,028.50
Check #1310 AE2S	\$ 70,674.14
Total Expenses	\$ 179,951.52

Ending Bank Balance **\$ 439,343.95**



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RESOLUTION OF THE LAKE AGASSIZ WATER AUTHORITY
BOARD OF DIRECTORS

**RESOLUTION OF SUPPORT FOR PURSUING FURTHER DUE DILIGENCE OF
OPTION THREE OF THE GOVERNANCE AND FINANCE STUDY CONDUCTED BY
DELOITTE SPECIFIC TO THE RED RIVER VALLEY WATER SUPPLY PROJECT**

WHEREAS, the Red River Valley Water Supply Project (Project) is a critical regional water supply initiative intended to provide long-term drought resiliency, water supply reliability, and economic stability for communities and water users in central and eastern North Dakota; and

WHEREAS, the Lake Agassiz Water Authority (LAWA) represents its member cities and water users in advancing the Project and has worked in partnership with the Garrison Diversion Conservancy District, ND Department of Water Resources, ND State Water Commission, project participants, and other stakeholders; and

WHEREAS, the Governance and Finance Study conducted by Deloitte reviewed potential approaches for governance, ownership, financing, and delivery of the Project, including Option Three, under which the State of North Dakota would assume Project ownership responsibilities while continuing to rely on the experience and continuity of existing project partners; and

WHEREAS, LAWA believes Option Three is the preferred framework identified to date due to its alignment of Project ownership, risk allocation, and financial responsibility given statewide importance of the Project while preserving meaningful local participation, regional partnership, and Project delivery experience; and

WHEREAS, LAWA recognizes that any transition in ownership, governance, financing, or delivery structure must be developed carefully to address statutory authority, financial commitments, contractual obligations, Project continuity, risk allocation, local cost impacts, and the interests of LAWA member entities, the State of North Dakota, and Project participants.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of LAWA expresses its strong preference for continued advancement and refinement of Option Three as the preferred governance and finance framework for the Project.

BE IT FURTHER RESOLVED, that the Board supports continued due diligence efforts by the State of North Dakota, through the appropriate state agencies and authorities, to evaluate and develop a potential state Project ownership framework consistent with Option Three while working collaboratively with LAWA, Garrison Diversion Conservancy District, ND Department of Water Resources, and other project partners to maintain continuity, protect local participant interests, and support timely project delivery.

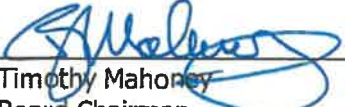
BE IT FURTHER RESOLVED, that LAWA remains willing to serve in a collaborative and constructive role to assist with Project completion, coordination, administration, stakeholder engagement, participant communication, and transition planning.

BE IT FURTHER RESOLVED, that this resolution conveys the Board's policy preference for continued work toward an Option Three-based framework.

BE IT FINALLY RESOLVED, that the Board encourages continued collaboration among LAWA, Garrison Diversion Conservancy District, ND Department of Water Resources, ND State Water Commission, legislative leaders, project participants, and other stakeholders to develop an Option Three-based path forward that supports timely and successful completion of the Project for the benefit of North Dakota.

Adopted this 6th day of August, 2026.

LAKE AGASSIZ WATER AUTHORITY:



Timothy Mahoney
Board Chairman

ATTEST:



Duane DeKrey
Secretary



ENDAWS Task Order 2650 – Biota Water Treatment Plant Contract 1
Site and Access Development & Wet Well Excavation
Construction Phase Services

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a construction phase services Task Order in the amount of \$2,134,000 associated with the McClusky Canal Intake Pumping Station (MCIPS) wet well shaft, access road for use by construction vehicles, and mass grading of the Biota Water Treatment Plant (BWTP) site as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project. See the figure at the end of this summary.

The project is expected to advertise in late June or early August 2026 with bid opening set for August 2027. A construction notice-to-proceed is expected to be issued in October 2027.

NEED AND BENEFIT

The benefit of this task order is to allow construction to continue at the BWTP site for specialty work ahead of construction of the main BWTP. Construction of these improvements will begin in 2026. It is expected the construction will be completed in 2028. The full biota water treatment plant construction will start as early as Spring 2029. The budget established and included in the 2025-27 biennium workplan for this construction project is \$21 million.

TASK ORDER SUMMARY

The services to be provided by the engineering and construction observation team (Black & Veatch, AE2S, Ulteig, and American Engineering Testing) are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee	% of Construction
1) Task Order Management and Administration	\$176,872	
2) Special Project and Third-Party Meetings	\$24,624	
3) Surveying, On Site Materials Testing, & Field Services	\$509,768	
4) Engineering Services during Construction	\$544,245	
5) Construction Observation	\$878,492	
Totals	\$2,134,000	10.2%

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

PROJECT OVERVIEW

This project will be located adjacent to the McClusky Canal on the ENDAWS BWTP campus site near McClusky, North Dakota. See Figure 1 for work on the wet well shaft performed under Contract 1. Elements of this final Task Order are:

Task 1 – Task Order Management and Administration – This task includes overall project management and administrative services during the construction phase of the project and is consistent with services rendered under previous Task Orders.



ENDAWS Task Order 2650 – Biota Water Treatment Plant Contract 1
Site and Access Development & Wet Well Excavation
Construction Phase Services

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

Task 2 – Special and Third-Party Meetings – This task covers meetings as needed with stakeholders including the State Engineer, Sheridan County, Mclean Sheridan Rural Water District, ND Department of Transportation, and US Bureau of Reclamation.

Task 3 – Surveying, On Site Materials Testing, and Field Services – This task consists of surveying, construction staking, finished roadway survey, drone video of construction progression, services of an independent construction materials testing firm, and field delineation of wetlands.

Task 4 – Engineering Services During Construction – Consists of construction administration and engineering tasks during construction, review of shop drawings and submittals, review of progress payments, attendance at progress meetings, field visits by the engineering team, and close-out.

Task 5 – Construction Observation – Consists of two of the engineering team’s RPR staff providing observation and reporting of the Contractor’s work for the anticipated 18 months of construction. One person will be onsite for the site grading and roadway work for the duration, and another will be onsite for approximately 9 months during wet well shaft excavation. RPR staff will generate daily reports, daily photo logs of the work progress, use GPS equipment to collect real-time as-built data, and serve as a liaison between the contractor and the engineering team.

PROJECT SCHEDULE

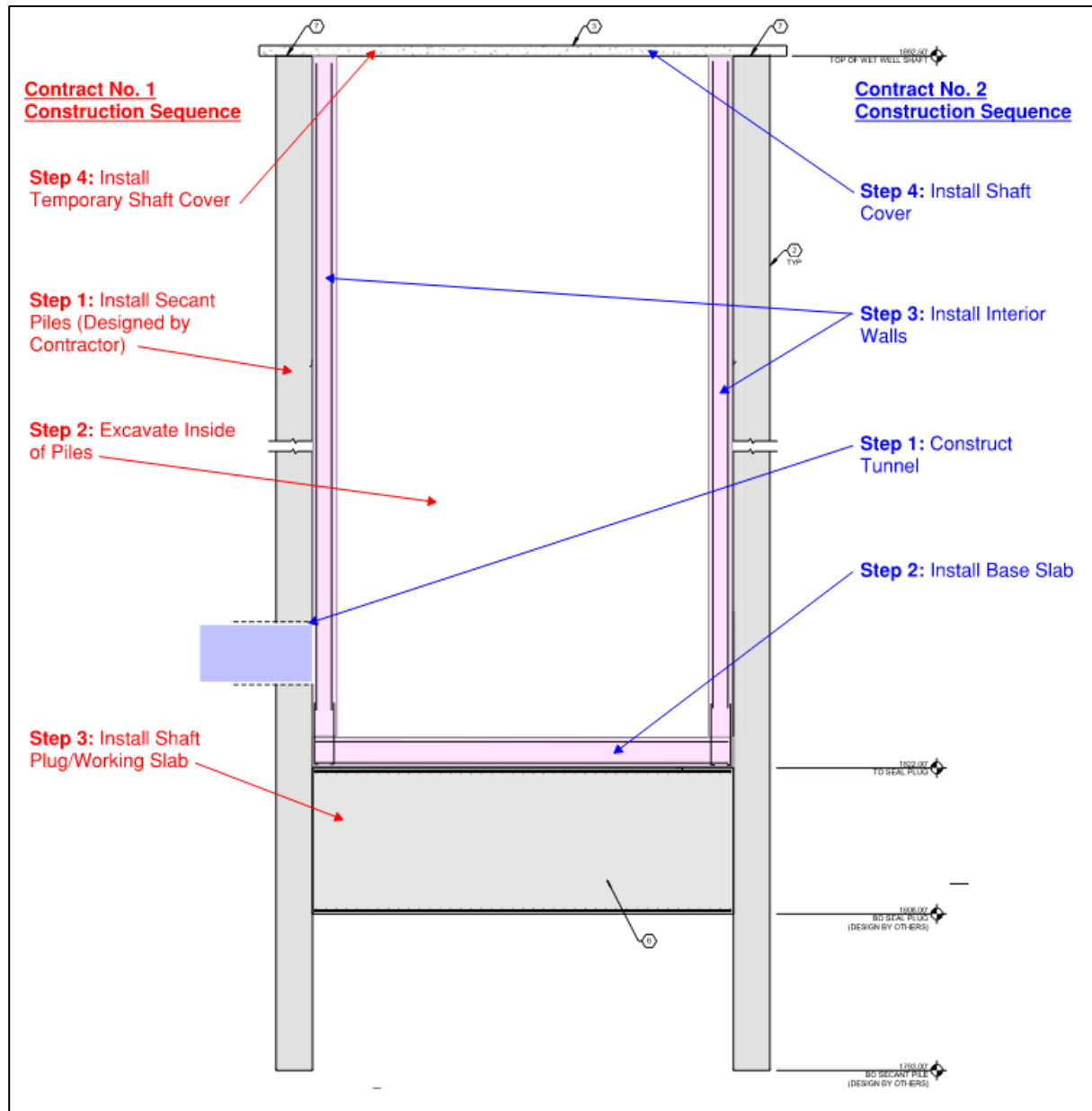
The project is expected to be advertised in early July 2026 with a bid opening set for August 2026. A construction notice-to-proceed is expected to be issued in October 2026.

ENDAWS Task Order 2650 – Biota Water Treatment Plant Contract 1
Site and Access Development & Wet Well Excavation
Construction Phase Services

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

Figure 1 - Section of Wet Well with BWTP Contracts 1 and 2 Work Elements





Black & Veatch Corporation

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

ENDAWS Task Order 2650 – Biota Water Treatment Plant Contract 1
Site and Access Development & Wet Well Excavation
Construction Phase Services

Funding Sources – 2025-27 Biennium State; Series F Local; \$50M Federal MR&I Grant
2025-27 Biennium Workplan Item No. 8

Effective Date – August 1, 2026

Content of this Task Order is as follows:

I. PROJECT BACKGROUND.....	1
II. TASK ORDER OBJECTIVES.....	2
III. GENERAL REQUIREMENTS.....	2
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XII. ACCEPTANCE.....	18

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. 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 (Reclamation) 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 this project. The ENDAWS project is integrated with the RRVWSP. Each must be built to have a complete system to meet drought mitigation goals. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.
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 Order 2250 and Task Order 3210. A Preliminary Design Report (PDR) for the ENDAWS facilities was completed in June 2025.
5. Final Design and Bidding Assistance for the MCIPS wet well, access road for use by construction vehicles for the MCIPS and BWTP sites, and mass grading of the BTWP site was previously authorized under Task Order 2350 (MCIPS Wet Well and Site Development Contract 1). Contract Documents (CDs) suitable for public advertisement and bidding are being developed for wet well and site-civil improvements, and the Project will be advanced through the pre-construction meeting under Task Order 2350.

II. TASK ORDER OBJECTIVES

1. The implementation schedule for the 2025-2027 legislative biennium includes components of the Project one of which is construction of civil works designed under Task Order 2350 McClusky Facilities, Wet Well and Site Development Contract 1.
2. The objective of this Task Order is to excavate the pumping station wet well shaft and provide site access improvements for the Project and the future phases. Figure 1 shows a section of the shaft delineating the excavation support system that will be installed under Contract 1 and the shaft liner that will be constructed under a future Contract 2.

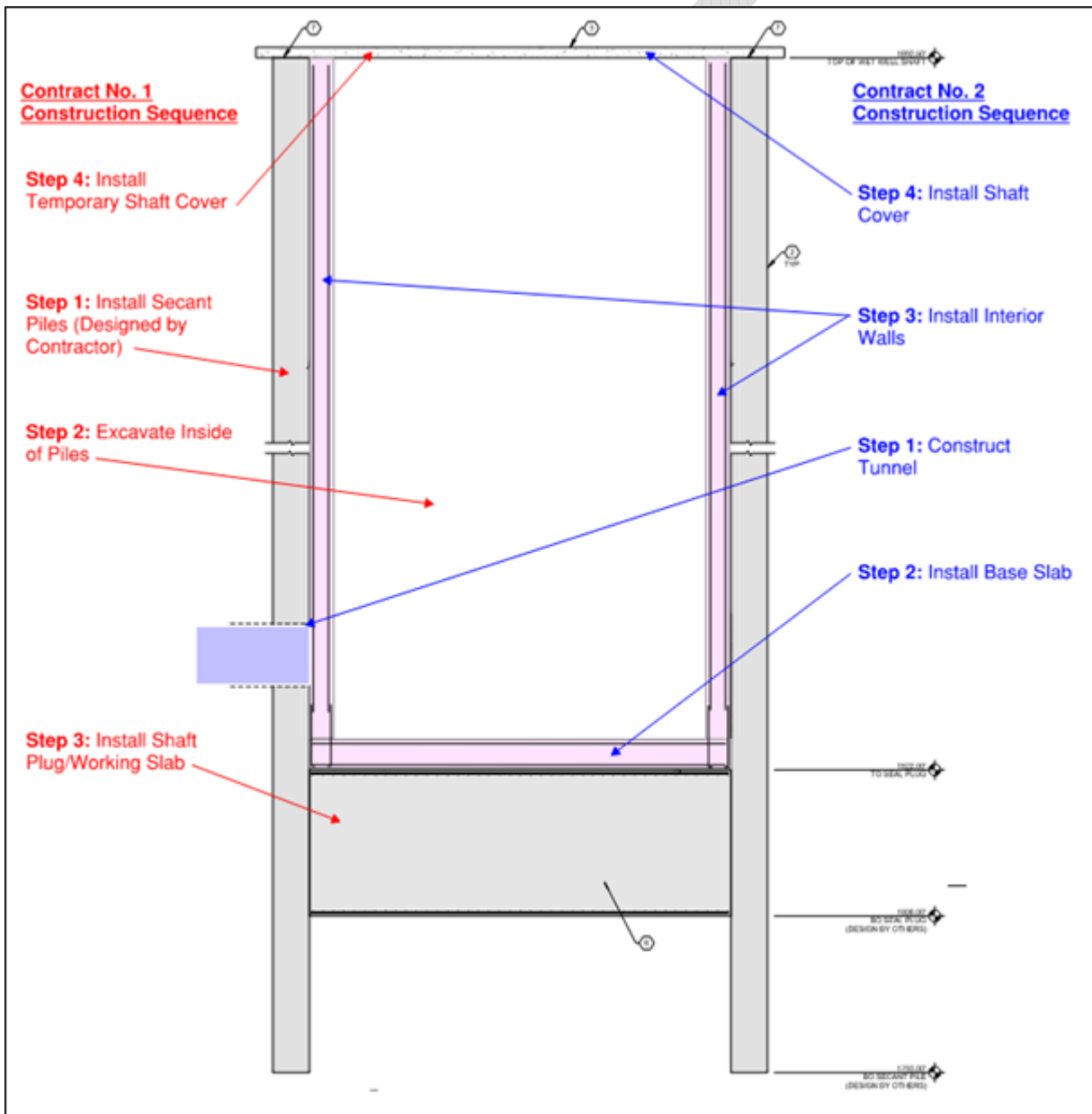
III. GENERAL REQUIREMENTS

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).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of engineering services during construction associated with the CDs that were designed and bid under Task Order 2350.
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.

Figure 1 – Section of Tunnel and Wet Well with Contracts 1 and 2 Work Elements



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 and Third-Party Meetings
- Task 3 – Surveying, On-Site Materials Testing, and Miscellaneous Field Services
- Task 4 – Engineering Services During Construction
- Task 5 – Construction Observation

1. Task 1 – Task Order Management and Administration

This task includes overall project management and administration services during the construction phase 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 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 to the Owner for approval and payment.
- C. Communication and Coordination. Overall project communications and coordination support during construction will be provided by Engineer. Engineer will utilize Engineer's standard construction management tools to track the status of correspondence, requests for information (RFIs), request for proposals (RFPs), submittals, change orders, potential change orders, claims, field orders, Contractor's monthly pay applications, permits, etc.

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

Engineer, or Engineer's consultant acting on its behalf, will prepare materials for dissemination prior to the meetings. Engineer or its consultant will attend and present Project information at

in-person third-party meetings. For the purposes of fee estimation, it is assumed that 50 percent of the calls will be virtual and 50 percent will be in person.

Engineer will meet with the following stakeholders:

- A. One joint meeting with the State Engineer and North Dakota State Water Commission,
- B. Two meetings with Sheridan County Commissioners,
- C. Two meetings with Mclean Sheridan Rural Water District,
- D. Two meetings with the North Dakota Department of Transportation,
- E. Two meetings with the United States Bureau of Reclamation, and
- F. Two meetings with other Stakeholders.

3. Task 3 – Surveying, On-Site Materials Testing, and Miscellaneous Field Services

The objective of the Field Services task is to perform miscellaneous on-site field activities to support construction and closeout of Contract 1.

- A. Field Surveying. Engineer will provide the following field surveying services during construction.
 - i. Limited Topographic Surveying. Supplemental field surveying will be completed, on an as-needed basis, to precisely define significant surface and drainage features present at the site. Engineer will provide these field surveys to establish horizontal coordinates and vertical elevations of topographic features impacting site civil and facility locations. Up to three days of surveying will be provided under this task.
 - ii. Location Surveys. Engineer will provide field pre-construction layout surveys to establish horizontal coordinates and vertical elevations of structures and utilities. The following activities are included:
 - (i) Layout Surveying. Provide surveying services to define the location of facilities and site topography for grading and new infrastructure. Engineer will:
 - 1. Limits of Construction Staking: 200-foot intervals and all horizontal Points of Intersection.
 - 2. Survey Control: Establish up to 12 horizontal and vertical control points. Contractor is responsible for protecting control points once established by surveyor.
 - 3. Wet Well Staking: Center point staking and individual secant pile staking.
 - 4. Utility Staking: Construction staking will be provided for all physical structures and utilities along roadways and site.
 - 5. Roadway Staking:
 - a. 3rd Ave NE: 100-foot intervals and all horizontal Points of Intersection.

- b. BWTP Access Road: 100-foot intervals and all horizontal Points of Intersection.
 - c. MCI Access Road: 100-foot intervals and all horizontal Points of Intersection.
 - 6. Permanent Stockpile Staking: 200-foot intervals around stockpile limits.
 - (ii) Verification Survey: One verification survey will be provided to verify vertical control of subgrade.
 - 1. Roadways: 100-foot interval along centerline and vertical points of deflection.
 - 2. Site: 100-foot by 100-foot grid pattern.
 - (iii) Detailed subgrade survey for roads and site.
 - (iv) Detailed finished grade survey for roads and site.
 - (b) As-Built Surveying. Survey constructed and installed facilities to record characteristics (x-y-z coordinates) as built by the Contractor. Incorporate as-built information into record documents following completion of the construction contract. The following items will be included in the as-built surveying"
 - (i) Finished topographic survey of the 3rd Ave, access roads, site grading, and permanent soil stockpiles.
 - (ii) Installed location and elevations of drainage and other underground utilities and utility structures.
 - (iii) Secant pile locations, base of wet well excavation elevations, and top of working slab
- B. Video Monitoring. Video the construction job site using webcam and drone-based video equipment. The level of effort and fee for these services is included with Task 5 as the will be handled by the RPR.
 - i. Web-Cam Video. To be provided by the Contractor.
 - ii. Drone-Based Video. Produce monthly 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 after the Contractors' notice to proceed is issued and no more than one month before field construction activities commence.
 - (b) Monthly active construction monitoring construction, which is assumed to be 20 months in duration (not sequential accounting for winter shutdowns). The last collection for this bullet will be at or near substantial completion of the project. (19 videos)
 - (c) Post-construction at or near completion of all work when Projects are ready for final payment to document the restoration of disturbed areas.

- C. Independent Construction Materials Testing. Provide the services of an independent testing laboratory to perform inspections and tests of samples and materials required by the CDs. This testing does not include tests specified to be the responsibility of the Contractor. It is assumed that testing service provider will make 80 trips for sitework related tests and observations and 24 trips for concrete testing services to provide the specified testing. A total of 104 trips have been budgeted with the time averaging approximately 5-6 hours per trip, depending on testing and observation required.
- Provide laboratory and field testing of aggregate and backfill material.
 - Provide laboratory and field testing of concrete, grout, flowable fill, and other cementitious material.
 - Review and provide the Owner findings and reports generated by the independent testing laboratories.
- D. Field Delineation of Wetlands. Engineer using its consultant will delineate USACE jurisdictional wetlands within the easements, within the boundaries of the project and shown on the CDs. Boundaries of jurisdictional wetlands will be staked so that Contractors can erect construction fencing or barricades protecting the area as required by the CDs. Engineer will survey and record boundary information corresponding to the fencing erected by the Contractors.

4. Task 4 – Engineering Services During Construction

Engineer will perform services during the construction phase of the project. By performing these services, Engineer does not have the authority or responsibility to supervise, direct, or control the Contractors' work or the Contractors' means, methods, techniques, sequences, or procedures of construction.

Engineer and its Consultants will utilize Garrison Diversion's project management information system (PMIS), Trimble Unity Construct (formally known as e-Builder), to administer construction phase services. The Contractor hired for the project will also be required to use the PMIS system. These requirements are included in the CDs.

Engineer does not have authority or responsibility for safety precautions and programs incidental to the Contractors' work or for any failure of the Contractors to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractors furnishing or performing the Work.

Engineer will provide services during construction from the Contractors' notice to proceed through final completion, with the Contractors' schedules estimated as follows:

- Notice to proceed: October 5, 2026.
- Start of field work: TBD
- Milestone Completion: July 30, 2027
- Achieve Substantial Completion: April 5, 2028

- Projects Complete and Ready for Final Payment: May 20, 2028

If Contractor's schedule is extended for any reason, Engineer will provide services during the extension as Additional Services upon concurrence and approval of Garrison Diversion. Under these circumstances, Engineer's construction phase services task order TO 2650 will be amended for the additional services necessary to administer and inspect the Contractor's work over the Contractor's extended schedule.

Specific engineering services during construction to be performed by Engineer are as follows:

- A. Progress Reporting. Engineer will prepare a digital Project progress report each month there is active construction underway (18 reports). The progress report will include most, but not all, of the following:

- Executive summary
- Summary of the Contractors' progress
- General condition of the Work
- Critical issues and resolutions/proposed resolutions to such issues
- Cost summary, including project budget status
- Cash flow
- Schedule summary
- Submittals, RFI logs, change request logs, list of potential/accepted scope changes
- A look-ahead schedule for upcoming activities
- Digital progress photographs and videos
- Other issues and concerns

The progress report for this project will be incorporated into a programmatic report prepared for Garrison Diversion.

- B. Construction Administration Support Services. Engineer and its consultant will administer engineering services during construction, including those activities identified below. Documentation generated during construction will be processed, logged, tracked, reviewed, and posted by Engineer and its consultants, Owner, and Contractor within the PMIS.

- i. Engineer's Staffing During Construction. Engineer will submit the following information to Owner soon after commencement of construction:

- Field staffing schedule,
- Cash-flow projections, and
- Standard report formats.

- ii. Contractors' Schedule. Determine if Contractors' schedule is consistent with the CDs with emphasis on milestone dates and construction sequencing, as applicable, during construction. Review to verify correct sequencing is incorporated and make sure proposed scheduled complies with township and county requirements. Engineer's

review does not include an analysis of Contractors' approach, means, or methods of construction to perform the Work specified in the CDs.

- (a) Review and comment on the Contractors' initial construction schedule, and
 - (b) Review and comment on updated monthly schedules up to 18.
- iii. Contractors' Estimates of Monthly Payments. Review the Contractors' initial and updated schedule of estimated monthly payments and advise Owner as to acceptability.
 - iv. Contractors' Guarantees, Bonds, Test Reports, and Certificates. Receive guarantees, bonds, and certificates of inspection, tests and approvals, and other documentation that is to be assembled by the Contractors. Review for completeness in accordance with the CDs and transmit to Owner.
 - v. Submittals Reviews. Review drawings and other data submitted by the Contractors as required by the CDs. Engineer's review will be for general conformity to the CDs and does not relieve the Contractors of any of his contractual responsibilities. Such reviews do not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. For the purposes of fee development, Engineer assumes Contractors will each submit up to 30 submittals, including both submittals and re-submittals, for review and comment by Engineer.
 - vi. RFPs. Develop and issue RFPs for Owner-requested changes to the design, for changes or modifications resulting from Contractor-submitted RFIs, or for other reasons where additional work or changes to the Work are requested of the Contractors. For the purposes of fee development, Engineer will develop up to four RFPs.
 - vii. RFIs, Change Order Requests, and Claims. Engineer will receive and process on behalf of the Owner RFIs, change order requests, and claims submitted by Contractors. Specific services to be provided for each of these types of Contractors' submittals are as follows:
 - (a) RFIs. Interpret CDs when requested by Owner or Contractor. Requests for clarification or information shall be in writing and copies of Engineer's response will be distributed. For the purposes of fee development, Engineer assumes Contractors will submit up to five RFIs for review/response by Engineer.
 - (b) Change Order Requests and Change Orders. Review Owner or Contractor initiated requests for Project changes. For the purposes of fee development, Engineer assumes the Contractors will submit up to 10 change order requests for the Engineer to review and provide responses. Of the change order requests submitted, Engineer will prepare on behalf of the Owner up to five formal change

orders assembled from approved change order requests. Change order requests' review and change order processing will involve the following:

- Review of documentation against requirements in the CDs,
- Preparation of necessary additional documentation,
- Evaluation of cost and scheduling,
- Review of requests for extensions of Contract Time, if any,
- Owner negotiation assistance for the purpose of obtaining a fair price for the additional Work from Contractors or for obtaining an equitable deduct for work removed from the Contract,
- Submittal of an acceptance/rejection recommendation to Owner, and
- Preparation and processing of the formal change order.

(c) Claims. Claims will be handled as additional services given past construction history of resolving issues without claims and uncertainty of estimating time for unidentified claims.

- viii. Field Orders. Prepare Field Orders to incorporate changes to the Work or new work added into the CDs by Owner or Contractor. For the purposes of fee development, Engineer will prepare up to five field orders the Project to implementation by Contractor.
- ix. Contractors Pay Requests. Review and process the Contractors' monthly payment request (also known as an application for payment), and forward to Owner, if appropriate. Engineer's review will be for the purpose of making a full independent mathematical check of the Contractors' payment request. Engineer is responsible for verifying the quantities of work completed and the amount of stored material, which are the basis of the Contractors' payment request. For the purposes of fee development, Engineer will process up to 18 pay requests for the Project.
- x. Funding Agency Submittals. Assist Owner in completing forms for funding agency partial payment requests and for the final payment request.
- xi. Lien Releases. Assist Owner in securing lien releases from the Contractor for its subcontractors, suppliers, manufacturers, etc. prior to final payment. Lien release waivers will be required when the value of the services provided, material furnished, equipment manufactured, etc. exceeds 1 percent of the Contract Amount. Owner reserves the right to require other lien releases for its convenience and protection if requested of the Contractor.
- xii. Consent of Surety to Final Payment. Assist Owner in applying for Surety's consent to final payment.
- xiii. Conformed to Construction Records Drawings. Upon completion of the Project, update Issued for Construction drawings to reflect changes made, if any, to drawing

content. A unique sheet number will identify each drawing. The following will be furnished to the Owner:

- Native drawing files in AutoCAD Civil 3D or REVIT format, as applicable,
- Compiled and bookmarked pdf file of the Conformed-to-Construction Records drawing set,
- Hardcopy drawing sets, and
- A hardcopy Mylar set suitable for long-term storage and archiving.

Conformed-to-Bid specifications are excluded from the Conformed-to-Construction Records documentation; they will not be updated from the Issued for Construction edition.

- C. Field Support Services. Engineer and its subconsultant will provide field support services during periods of active construction, including those activities and services identified below.
- i. Construction Progress Meetings and Site Visits. Engineer's project manager and/or project engineer will periodically visit the construction site to observe progress of the Work and to consult with the Owner and Contractors during active construction periods. Up to six periodic site visits will be made by Engineer's offsite personnel. Engineer will observe Work progress and quality advising Owner and Contractor of problems or deficiencies observed, if any. A total of 20 in-person meetings and associated site visits for the Project are included. Meetings are assumed to occur on a bi-weekly basis during active pipe installation.
 - ii. Discipline-Specific Site Visits. Project design team personnel with applicable areas of responsibility will visit the site to observe construction and to confer with Owner and Contractor. Visits to the construction site will be appropriate for Work underway. Up to 18 site visits for the Project by Engineer's specialty office staff are anticipated during construction.
 - iii. Digital Photographic and Video Documentation. Assemble a digital photographic and video record of the Project's construction, including the following:
 - (a) Pre-construction Photographs. Take digital photographs of the construction site prior to the beginning of Work to assist in defining the original condition of existing physical features. The subject matter of photographs will include, but not be limited to, pavement, trees, ditches, fences, sidewalks, buildings, and structures, as applicable, that are located within and near (within 100 feet property lines or easements) proposed construction.
 - (b) Monthly Photographs. Engineer will provide digital photographs each month to document construction progress. Photographs will show views of construction progress and elements that will be covered by subsequent construction.

- (c) Video Documentation. Engineer will record digital videos to document existing conditions and construction progress.
- iv. Punch List. Upon Contractors' written request for a certificate of substantial completion, inspect the construction Work and prepare a punch list of those items to be completed or corrected before final completion of the Work. Submit results of the inspection to Owner and Contractor. Engineer will conduct an 8-hour Substantial Completion inspection for the Project.
- v. Final Inspection. Upon completion or correction of the items of Work on the punch list, conduct a final inspection to determine if the Work is complete. Provide a written recommendation to Owner concerning final payment, including a list of items, if any, that Contractor must complete prior to Owner making such payment. Engineer will conduct the 8-hour Final Completion inspection for the Project.
- vi. Warranty Inspection. Approximately 11 months after Final Completion during the CDs' correction period complete a warranty inspection of the Work. Provide a written report to Owner of deficient items that Contractor must address in accordance with the warranty provisions of the CDs. Engineer will conduct an 8-hour warranty inspection for the Project.

5. Task 5 – Construction Observation

Engineer will furnish Resident Project Representation (RPRs) during periods of active construction.

RPRs will be responsible for observing, inspecting, and documenting construction of each of the projects. RPRs will be present at the Work sites during active construction. Specific services performed by the RPR will be as follows:

- A. Site Observations and Liaison with Owner and Contractor. Duties include the following:
 - i. Conduct on-site observations of the general progress of the Work to assist Engineer in determining if the Work is proceeding in accordance with the CDs.
 - ii. Serve as Engineer's liaison with the Contractor working principally through the Contractor's superintendent assisting Engineer in providing interpretations of the CDs.
 - iii. Assist Engineer in serving as Owner's liaison with the Contractor when the Contractor's operations affect Owner's or landowner's on-site operations.
 - iv. As requested by Engineer, assist in obtaining from Owner additional details or information when required at the jobsite for proper execution of the Work.
 - v. Report to Engineer giving opinions and suggestions based on the RPR's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

- vi. Advise Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a submittal or sample submission if the submission has not been accepted by Engineer.
 - vii. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction related activities.
 - viii. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, document actual site conditions. Review and analyze Contractor's claims for differing subsurface and physical conditions.
 - ix. Verify that the Contractor has contacted landowners and utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with Owner's activities.
 - x. Establish and furnish the Contractor with necessary baselines and control points, which will be used as datum for the Work.
 - xi. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the CDs and accepted submittals.
 - xii. Coordinate on-site materials testing services during construction. Copies of testing results will be forwarded to Owner and Engineer for review and information.
 - xiii. Observe field tests of equipment, structures, and piping and review the resulting reports commenting to Engineer, as appropriate.
 - xiv. Outside Liaison. Accompany visiting inspectors representing public or other agencies having authority over the Project. Record the names of the inspectors and the results of the inspections and report to Engineer.
- B. Meetings, Reports, and Document Review and Maintenance. Duties include the following:
- i. Attend the preconstruction conference, and assist Engineer in explaining administrative procedures, which will be followed during construction.
 - ii. Schedule and attend monthly progress meetings, and other meetings with Owner and the Contractor, when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the Project.
 - iii. Submit to Engineer, with a copy to Owner, daily reports and periodic construction progress reports containing a summary of the Contractors' progress, general condition of the Work, problems, and resolutions or proposed resolutions to problems.

- iv. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.
- v. Report to Engineer regarding Work which is known to be defective, or which fails any required inspection, test, or approval, or has been damaged prior to final payment; advise Engineer whether the Work should be corrected or rejected, should be uncovered for observation, or require special testing, inspection, or approval.
- vi. Review Contractors' payment requests with the Contractors for compliance with the established procedure for their submission and forward them with recommendations to Engineer noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered to the site but not incorporated into the Work.
- vii. Record date of receipt of approved submittals and samples. Receive samples (when they are received at the site by the Contractor) and notify Engineer of their availability for examination.
- viii. During the Work, verify that specified certificates, operation and maintenance (O&M) manuals, and other data required to be assembled and furnished by the Contractors are applicable to the items installed; deliver RPR's field files to Engineer for his review and forward to Owner prior to final acceptance of the Work.
- ix. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a primary set of documents conforming to construction records will be produced.
- x. Review certificates of inspections, tests, and related approvals submitted by the Contractors as required by laws, rules, regulations, ordinances, codes, orders, or the CDs, but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the CDs. This service is limited to a review of items submitted by the Contractors and does not extend to a determination of whether the Contractors has complied with all legal requirements.
- xi. Maintain the following documents:
 - Correspondence files
 - Reports of jobsite conferences, meetings, and discussions among Engineer, Owner, and Contractor
 - Submittals, shop drawings, and samples
 - Reproductions of original CDs
 - Addenda
 - RFIs

- RFPs
- Change order requests
- Change orders
- Field orders
- Additional drawings issued after execution of the CDs
- Progress reports
- Names, addresses, and telephone numbers of contractors, subcontractors, and major suppliers of material and equipment
- A diary or logbook of events observed by the RPR at the jobsite, which will remain the property of Engineer, including the following information:
 - Days the Contractors worked on the jobsite
 - Contractors' and subcontractors' personnel on jobsite
 - Construction equipment on the job site
 - Observed delays and causes
 - Weather conditions
 - Data related to claims for extras or deductions
 - Daily activities
 - Observations pertaining to the progress of the Work
 - Materials received on the jobsite

C. Assistance in Certification of Substantial Completion. Duties include the following:

- i. Before Engineer issues a Certificate of Substantial Completion, submit to the Contractors a list of items observed to require completion or correction.
- ii. Assist Engineer in conducting a final inspection in the company of Owner and the Contractors and prepare a final list of items to be completed or corrected.
- xii. Verify items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

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. Construction services work plan, including resident project representation.
- B. Monthly engineering invoices, and
- C. Periodic progress reports

2. Task 2 – Special and Third-Party Meetings
 - A. Project information for presentation/handout during stakeholder meetings
3. Task 3 – Surveying, On-Site Materials Testing, and Miscellaneous Field Services
 - A. Aerial videos of site
4. Task 4 – Engineering Services During Construction
 - A. Monthly progress reports (digital reports)
 - B. Construction Administration Support Services
 - i. Engineering staffing report
 - i. Contractors' initial and monthly schedule update review comments
 - ii. Contractors' schedule of payment review comments
 - iii. Contractors' guarantees, bonds, test reports, and certificates review comments
 - iv. Submittal review comments
 - v. Review and process RFPs
 - vi. Process RFIs and prepare responses
 - vii. Review and process change order requests; prepare formal change orders
 - viii. Review and process claims
 - ix. Review and process field orders
 - x. Review and process Contractors' pay requests
 - xi. Assist with funding agency submittal forms
 - xii. Review and process lien releases
 - xiii. Assist with securing consent of surety to final payment
 - xiv. Conformed to Construction Record Drawings (two hard copies, one Mylar copy, electronic pdf files, native drawing files (AutoCAD Civil 3D or REVIT format))
 - D. Field Support Services
 - i. Preconstruction meeting agenda (MS Outlook meeting invitations) and notes (electronic pdf files), as warranted
 - ii. Photos of progress and pre-construction (jpeg files provided on USB drive)
 - iii. Video documentation (mpg files provided on USB drive)
 - iv. Substantial Completion inspection and punch list
 - v. Final payment recommendation
 - vi. Warranty inspection report
5. Task 5 – Construction Observation
 - A. Daily reports and periodic summary construction progress reports (electronic pdf 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 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. Construction administration and resident project representation for any period exceeding the construction duration(s) specified in the CDs.
2. Observation of Contractor's efforts by the RPR undertaken on Sundays or client-observed holidays.
3. Extended overtime work schedules (efforts that exceed the budget assumptions made in this task order) as originally scheduled by Contractor at commencement of construction or subsequently implemented by Contractor with Owner concurrence to regain schedule.
4. Claims assistance to act on claims of Owner and the Contractors relating to the acceptability of the Work or the interpretation of the requirements of the CDs. If a claim arises during construction, services necessary will be estimated for the specific claim and considered Additional Services.
5. 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

1. Lead landowner communication and coordination efforts with assistance provided by Engineer, as requested.
2. Coordinate with and inform regulatory and permitting agencies, as applicable, of construction initiation and progress.

IX. FEE

The total fee for Basic Services provided under this Task Order is Two Million One Hundred Thirty-Four Thousand Dollars (\$2,134,000).

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 December 31, 2028. Bidding of this Work is planned in the 2025-2027 biennium. The expected schedule is outlined under IV Basic Services, Task 4.

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: _____

**ENDAWS Task Order 2360 – Biota Water Treatment Plant Contract 2
Intake, Tunnel, and Wet Well Liner
Final Design and Bidding Assistance**

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a final design and bidding services task order in the amount of \$1,020,000 for design associated with the McClusky Canal Intake Pumping Station wet well liner, tunnel, and intake structure as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project. See figures on the following pages.

NEED AND BENEFIT

The task order builds on the preliminary design completed as part of Task Orders 2250 and 3210 and the final design completed under Task Order 2350 for the wet well shaft and site development by providing final design and bidding assistance for the following three parts of the BWTP site:

- Construction of the McClusky Intake Pumping Station wet well final liner (aka structural slab and walls) inside the excavation shaft as designed in Task Order 2350 and constructed under Task Order 2550.
- Construction of a 72-inch intake tunnel from the McClusky Canal to the McClusky Canal Intake Pumping Station.
- Construction of the McClusky Canal Intake Structure for future screen addition.

The benefit of this task order is to allow construction to continue at the biota water treatment plant (BWTP) site for specialty work ahead of construction of the main BWTP construction project. Construction of these improvements will begin in 2027 following completion of the wet well shaft. It is expected the construction will be completed in 2028. The full BWTP construction will start as early as Spring 2029. The budget established for construction of this work is \$19 million.

TASK ORDER SUMMARY

The services to be provided by the engineering team are fully described in the attached Task Order. The following summarizes each of the major tasks.

Basic Services:

	Fee
1) Task Order Management and Administration	\$95,241
2) Special Project and Third-Party Meetings	\$44,593
3) Land Services	\$19,067
4) Field Services	\$38,812
5) Final Design Services	\$720,228
6) Bidding Assistance	\$102,059
Totals	\$1,020,000

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

ENDAWS Task Order 2360 – Biota Water Treatment Plant Contract 2
Intake, Tunnel, and Wet Well Liner
Final Design and Bidding Assistance

Task Order Effective Date: August 1, 2026

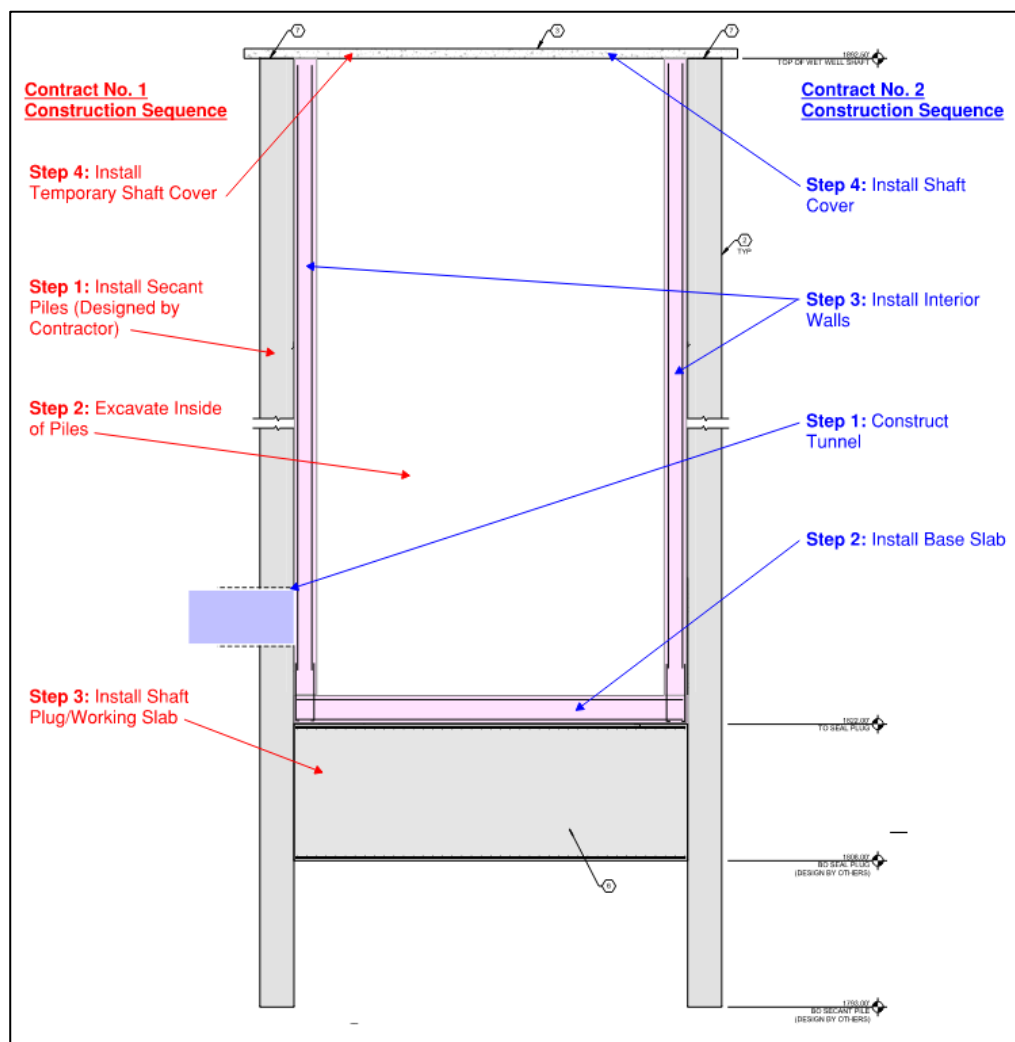
TASK ORDER EXECUTIVE SUMMARY

PROJECT OVERVIEW

This project will be located adjacent to and in the McClusky Canal and the ENDAWS BWTP campus site near McClusky, North Dakota. Elements of this final design Task Order are:

- Coordination with counties, townships, and NDDOT,
- Final design of the McClusky Canal Intake Pumping Station wet well final liner, 72-inch intake tunnel, and intake screen structure,
- Coordination with the U.S. Department of the Interior, Bureau of Reclamation,
- Bidding assistance, and
- Post award services, including a pre-construction conference, and drone videography of the site to document existing conditions right prior to construction.

Figure 1 – Section of Tunnel and Wet Well with Contracts 1 and 2 Work Elements

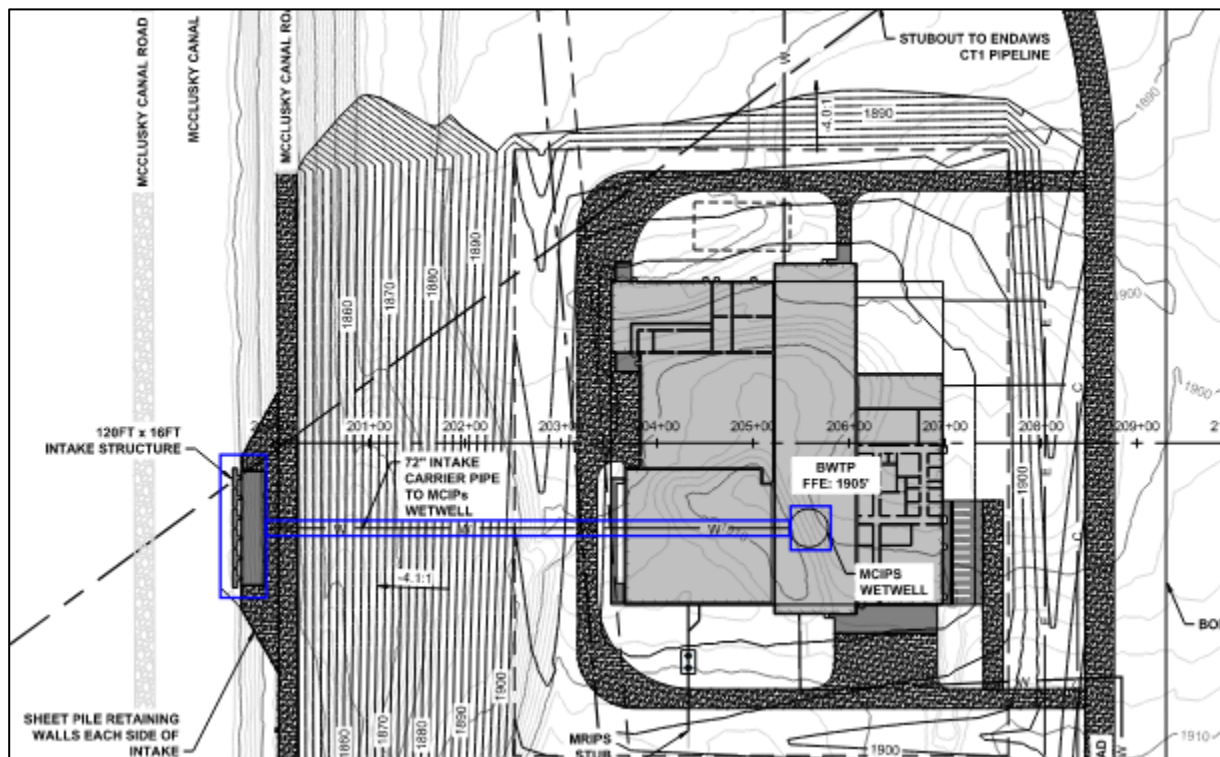


ENDAWS Task Order 2360 – Biota Water Treatment Plant Contract 2
Intake, Tunnel, and Wet Well Liner
Final Design and Bidding Assistance

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

Figure 2 – BWTP Contract 2 Facilities (outlined in blue)



PROJECT SCHEDULE

The Project's design will be completed within approximately 8 months. Bidding will be performed in spring of 2027 with construction starting in late summer 2027, following completion of the wet well shaft.



Black & Veatch Corporation

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

ENDAWS Task Order 2360 – Biota Water Treatment Plant Contract 2 Intake, Tunnel, and Wet Well Liner Final Design and Bidding Assistance

Funding Sources – Federal MR&I Grant; 2025-27 Biennium State; Series F Local
2025-27 Biennium Workplan Item No. 9

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 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

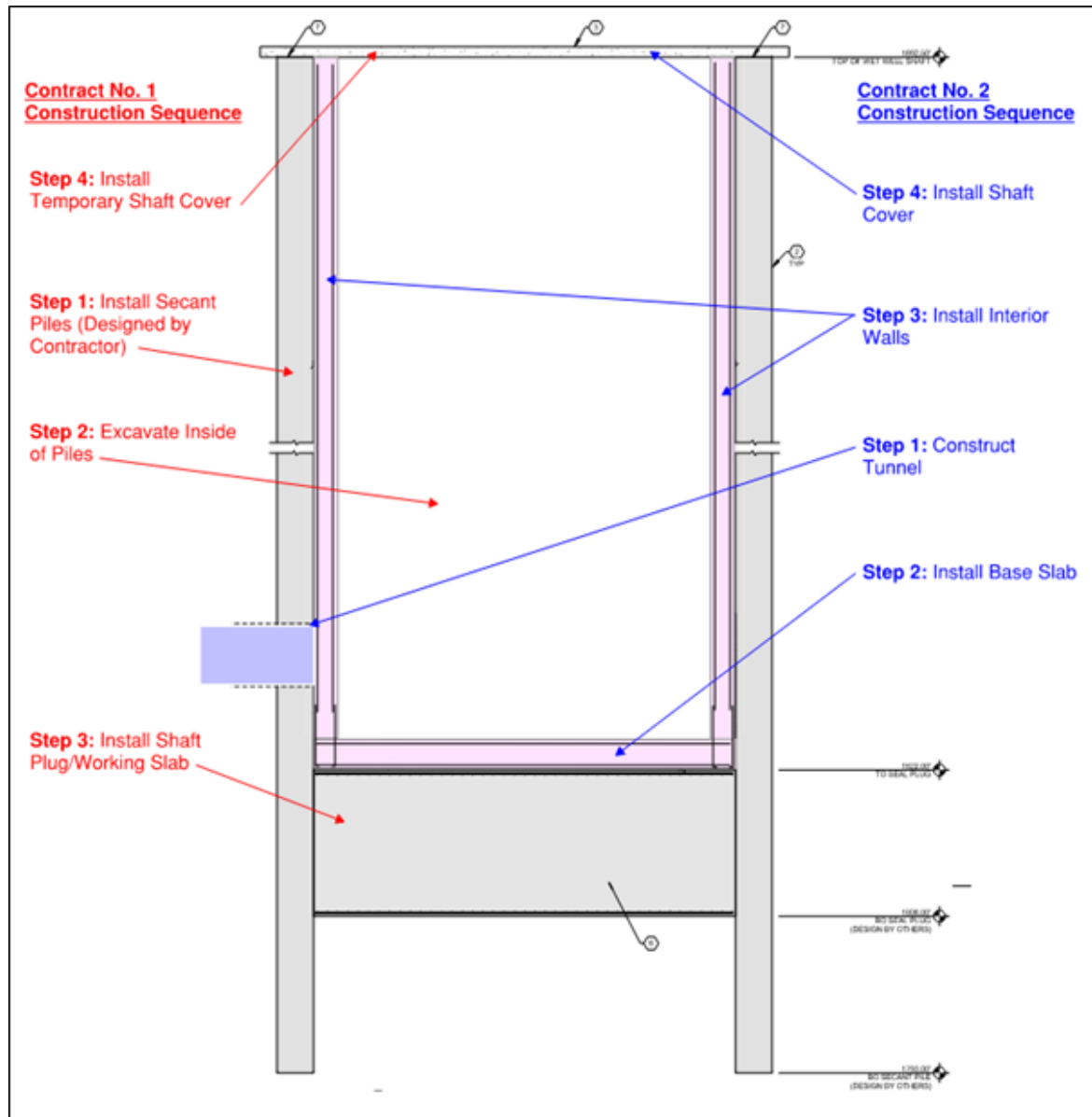
of decision being signed for the ENDAWS portion. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.

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.
 - 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 2Q26, 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 BTWP 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. Task Order 2350's services carried bidding assistance through the pre-construction meeting.
 - C. Geotechnical explorations and reporting of the in-situ soil conditions were completed under Task Order 2550 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. Initial development of the geotechnical data report (GDR) and geotechnical baseline report (GBR) for the shaft/wet well and tunnel elements are being performed under Task Order 3220.
 - D. Construction Phase Services for the MCIPS Shaft/Wet Well Excavation and Site Development Contract 1 is authorized under Task Order 2650.

II. TASK ORDER OBJECTIVES

1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the MCIPS intake, tunnel, and shaft/wet well liner. Figure 1 shows a section of the shaft/wet well delineating the excavation support system built under Contract 1 and the shaft/wet well liner included in Contract 2
2. Once designed, Engineer will deliver biddable CDs to Garrison Diversion so the Project (Contract 2) can be built under a future construction contract. The MCIPS intake and tunnel were designed to an approximate 30-percent completion level under Task Order 2250 discussed above.
3. A preliminary sheet list identifying the drawings to be produced under this Task Order is included as Attachment A.
4. 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.

Figure 1 Section of Shaft/Wet Well with Contracts 1 and 2 Work Elements



5. Services under this Task Order will include finalization of the GDR and GBR. The GDR and GBR findings and conclusions will be based on the information gathered from previously completed soil boring and laboratory analysis conducted under Task orders 2550 and 3220. Engineer will use their professional judgement to establish baseline subsurface conditions at the location of the intake, along the tunnel alignment, and at the MCIPS shaft/wet well. The GDR and GBR will become Contract Documents. Contractors will use the baselines established in the GBR as an assumption on which to base their bids.

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).

2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional design services associated with development of CDs for installation of a tunnel from the MCIPS shaft/wet well excavation, construction of the shaft/wet well liner, and construction of an intake structure on the bank of the McClusky Canal.
3. Construction Procurement. CDs developed by Engineer will be of sufficient detail for the Owner to obtain bids through a conventional bidding process (design-bid-build). The Work will be built under a single construction contract by one Contractor.
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. All opinions of probable construction cost developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R about methodology and accuracy. The cost opinions' level of accuracy presented by Engineer for the various deliverables will be as noted in subsequent paragraphs of this Task Order under Basic Services.
6. Document Production Standards and Procedures. Engineer will prepare CDs 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 paragraph of this Task Order.
8. Explicitly Identified Quantities. Engineer in development of this Task Order 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 – Land Services
- Task 4 – Field Services
- Task 5 – Final Design Services
- Task 6 – Bidding Assistance

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 and submit 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 subcontractor 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. Engineer will prepare an agenda and provide meeting notes documenting discussions and action items. The following meetings are anticipated:

- A. Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Meeting with the Owner and consultants 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. Engineer will attend and present Project information as follows:
 - (a) Two meetings with the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC) or LAWA Board meeting. One meeting is assumed to be in person and one will be virtual.
 - (b) Two meetings with Garrison Diversion's Red River Valley Committee or Executive Committee. One meeting is assumed to be in person and one 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) Three meetings with the Bureau of Reclamation.
 - (b) Two meetings with NDDOT regarding construction access from North Dakota Highway 200.
 - (c) Two meetings will be held with the Sheridan County Commission or their designated representative(s) and other county entities for approval of construction haul roads and other construction related items. These meetings for the purposes of fee estimation are assumed to be in person.
 - (d) Two meetings with other impacted utilities or stakeholders.

3. **Task 3 – Land Services**

The purpose of the Land Services task is to secure access to the site so that necessary field work and future construction can proceed. Land acquisition services are included in previously signed Task Orders 7410, 7420, and 3210. No additional land acquisition work is anticipated.

- A. GIS Support. Miscellaneous GIS support for the development of figures and data to support meetings with impacted utilities, landowner, and other stakeholders will be provided under this task.

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.
- 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.
- C. Plan-In-Hand Reviews. Engineer will visit the tunnel alignment and the proposed construction staging areas after completing the 60- and 90-percent deliverables. The purpose of these sites visits is to verify facility layout and design details, evaluate potential constructability issues, help to identify conflicts, etc.

5. **Task 5 – Final Design Services**

The purpose of final design is to develop CDs for the MCIPS intake shaft/wet well liner, and tunnel, which the Owner will select a Contractor to build the desired facilities. Engineer will provide final design services and CDs for the MCIPS intake, shaft/wet well liner, and tunnel as

defined in the ENDAWS PDR. The CDs will be prepared for the purposes of obtaining competitive bids, selection of the lowest and best bid, and construction of the Work. Intermediate deliverables will be prepared and submitted to the Owner upon achievement of 60- and 90-percent design completion. Final CDs will be prepared for bidding purposes.

- 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 twelve 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 twelve 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. Geotechnical Reports. The following geotechnical reports and memoranda will be prepared during final design activities.
 - i. Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR). Engineer developed a preliminary GBR and GDR under previously authorized Task Order 3220 for the MCIPS intake screen structure and tunnel. The GBR will be finalized so that it can be used as a CD. It is assumed that minor revisions will be needed for the GDR and GBR to be incorporated into the Project's design process.
 - ii. Geotechnical Design Memorandum. Engineer will develop a memorandum for internal use by Engineer and Consultants that contains design requirements and geotechnical recommendations for the MCIPS intake structural foundation and tunnel design and construction. The geotechnical design memorandum will not be made available to bidders.
- 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 coming from corrosivity testing completed and reported under Task Orders 3210 and 3220. From this information, develop drawings and specifications for the corrosion protection system incorporating them into the CDs. 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 using standard documents of the Engineers Joint Contract Document Committee (EJCDC) and Engineer's standard supplements, including general conditions and special conditions. Front-end documents will incorporate Reclamation requirements for Federal projects.
 - ii. Conduct a review conference call with Owner to discuss and receive comments on the draft front-end documents.
 - iii. Revise front-end documents addressing Owner's comments and incorporate modifications, if any, into subsequent CD 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 CDs 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 Transportation (NDDOT), utilities, pipeline companies, and other entities as noted below:
 - NDDOT access
 - County and township conditional use
 - County road closing/detours
 - Local electric, telecommunications, or other crossings (up to three separate utility permits are included)
 - (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 transmittal.
- (ii) Furnishing additional information about the Project's design as required by the permitting authority.

F. 60-percent CDs (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:
 - General drawings,
 - Plan and section drawings,
 - Draft technical specifications,
 - Draft GBR,
 - Draft corrosion protection system technical memorandum,
 - Constructability review results,
 - Opinion of probable construction cost update,
 - 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 CDs (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 review set,
 - Final draft GBR,
 - Final draft corrosion protection system technical memorandum,
 - Opinion of probable construction cost update,
 - 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 CDs. Prepare CDs starting from the Level 3 design. These documents will include comments received from the Owner. Deliverables include the following:
- Drawings
 - Technical specifications
 - Front-end documents
 - Updated opinion of probable construction cost
- I. Final Sealed and Signed CDs
- i. Preparation of the Final CDs will commence after the Owner has accepted 100-percent deliverables.
 - ii. Provide the Owner with a record copy of Final CDs that are sealed, signed, and dated by the Engineer of Record.
- J. Opinions of Probable Construction Costs (aka Cost Opinions or Cost Estimates). Engineer will update the cost opinion 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 Opinion. After transmitting the 60-percent deliverable, update the cost opinion commensurate with an AACE Class 3 estimate. The expected accuracy will be -10 to -20 percent on the low end and the expected accuracy on the high end will be from +10 to +30 percent.
 - ii. Ninety percent Cost Opinion. After transmittal of the 90-percent deliverable, update cost opinion with an accuracy commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
 - iii. Final Cost Opinion. After transmittal of final deliverable, update cost opinion commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
- 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 CDs
- Draft front-end documents
- 90-percent CDs

- 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.

6. Task 6 – Bidding Assistance

A. Advertisement and Bid Letting

- i. Finalize Front-End Documents. Finalize front-end documents incorporating information as it relates to the bid letting date, location, time, and other necessary information.
- ii. Invitation to Bid. Provide Owner the Invitation to Bid, which Owner will have published in Owner-selected publications. Identify potential contractors and suppliers and distribute copies of the Invitation to Bid electronically.
- iii. Production of Contract Documents. Produce digital copies of CDs, addenda, and geotechnical reports for Owner's use and distribution.
- iv. Pre-bid Conference. Conduct, at a date and time selected, a virtual pre-bid conference to:
 - (a) Confirm the types of information required by the CDs and the format in which bids must be presented.
 - (b) Review special CD requirements and CDs in general.
 - (c) Receive requests for interpretations for which responses will be issued to plan holders via addendum.
 - (d) Prepare agenda for pre-bid conference; issue to plan holders and pre-bid conference attendees along with the pre-bid meeting sign-in sheet.
- v. Interpretation of Bidding Documents. Interpret bidding documents; prepare and issue up to two addenda to the CDs, as required. More addenda will be provided as Additional Services.
- vi. Update cost opinion and furnish Engineer's cost opinion to the Owner for its use at the bid opening.
- vii. Bid Opening. Assist Owner with the bid opening after bids are received. Make a preliminary tabulation of bids, and review questionnaires, qualifications information, and bids for completeness.

- B. Pre-award Services. The level of effort for pre-award services involving a well-qualified bidder and suppliers will be of a limited nature with the level of effort as stipulated in Attachment B – Engineering Fee Estimate Worksheet(s).

- i. Questionnaire(s). Examine questionnaire(s) to identify any supplier whose equipment or material may not conform to the CDs. This examination will be based on the knowledge and experience of the Engineer.
 - ii. Qualifications of Apparent Successful Bidder. Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include financial resources, and a check of up to five references from completed projects similar in size and character.
 - iii. Bid Tabulations. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make a written recommendation to the Owner concerning contract award.
 - iv. Services include a review of the Contractor's bonds and forwarding to the Owner for approval; furnishing the Contractor unsigned CDs; and transmitting the CDs to the Owner and Contractor. Engineer's review is only for the purpose of determining if the Contractor provided the required bonds; it is not a legal review to determine if Contractor is compliant with CD requirements.
- C. Post-award Services. Engineer will provide the following services after the Owner issues the Notice of Award.
- i. Prepare Issued-for-Construction CDs. Engineer will incorporate drawing, specification, and geotechnical data and baseline 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 Issued-for-Construction CDs electronically and in hardcopy format, if requested and up to eight copies) to Owner and Contractor for use during construction. Engineer will provide electronic Issued-for-Construction CD files in bookmarked pdf format.
 - ii. Schedule and Moderate Preconstruction Conference. Conduct a preconstruction conference at a date and time selected by and at a facility provided by Owner. Engineer will prepare an agenda to include, but not limited to, meeting topics such as:
 - Discussion of Contractor's tentative schedule,
 - Procedures for transmittal and review of Contractor's submittals,
 - Payment request processing and Owner payments,
 - Critical work sequencing,
 - Change order requests and change orders,
 - Field orders / work change directives,
 - Record drawings, and
 - Contractor's responsibilities for safety and first aid.

Engineer will prepare and distribute minutes.

- iii. Obtain Drone-Based Video. Prior to issuance of the Contractor's notice to proceed 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 will be considered complete upon issuance of a construction notice to proceed, commencement of construction, or upon cessation of negotiations with prospective Contractors.

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.

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 – Land Services
 - A. GIS data and figures as requested by the Owner.
4. Task 4 – Field Services
 - A. Updated survey drawings (electronic pdf file)
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 CDs (single hard copy and electronic pdf files)
 - D. Draft GDR (single hard copy and electronic pdf file)
 - E. Draft GBR (single hard copy and electronic pdf file)
 - F. Draft corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - G. Level 2 cost opinion (electronic pdf file)

- H. Level 2 Owner review comments log (electronic pdf file)
 - I. Level 3 CDs (single hard copy and electronic pdf files)
 - J. Revised GDR (single hard copy and electronic pdf file)
 - K. Revised GBR (single hard copy and electronic pdf file)
 - L. Revised corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - M. Level 3 cost opinion (electronic pdf file)
 - N. Level 3 Owner review comments log (electronic pdf file)
 - O. Final CDs (single hard copy and electronic pdf files)
 - P. Final GDR (single hard copy and electronic pdf file)
 - Q. Final GBR (single hard copy and electronic pdf file)
 - R. Final corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - S. Final cost opinion (electronic pdf file)
6. Task 6 – Bidding Services
- A. Invitation to Bid (electronic Word and pdf files)
 - B. Issued-for-Bid CDs, including associated geotechnical reports (electronic pdf files)
 - C. Pre-bid Conference Agenda (electronic pdf file)
 - D. Opinion of Probable Construction Cost (electronic pdf file)
 - E. Bid Tab – Summary and Detail (electronic Excel and pdf file)
 - F. Recommendation of Award (electronic pdf file)
 - G. Notice of Award form (electronic Word file)
 - H. Agreement, Performance Bond, and Payment Bond forms (electronic Word files)
 - I. Issued-for-Construction CDs (hard copies and electronic pdf files)
 - J. Pre-construction Conference Agenda/Minutes (electronic pdf files)
 - K. Drone video (electronic files)
 - L. Notice to Proceed form (electronic Word file)

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. The fee specifically excludes any fees associated with permits.
2. The fee specifically excludes any subsurface utility locates for existing utilities that may be located on or adjacent to the site.

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 One Million Twenty-Six Thousand Dollars (\$1,026,000).

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 May 31, 2027. Bidding of this Work is planned in 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 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: _____

DRAFT

**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: _____

Spencer Halvorson
Executive Director

shalvorson@fargond.gov
(701) 241-1531



Lake Agassiz
Water Authority

PO Box 140
Carrington, ND 58421

www.lakeagassiz.org

TO: LAWA Users and Memorandum of Commitment Signers

CC: Susan Thompson, FAC Co-Chair
Maureen Storstad, FAC Co-Chair

FROM: Spencer Halvorson, Executive Director

DATE: July 15, 2026

RE: 2027 LAWA Budget and Preliminary Contribution Estimates

Greetings,

As was discussed at earlier LAWA Board meetings, please consider this letter as providing notice of anticipated cost share allocations for the 2027 Lake Agassiz Water Authority (LAWA) Budget.

In 2026, LAWA hired in myself an Executive Director, the organization's first step in building a formal staff to support user needs and priorities to complement the construction progress of the Red River Valley Water Supply Project. This budget reflects the anticipated expenses and adjustments in administrative strategy for the organization in 2027.

For your organization's budgeting purposes, attached is the draft cost allocation based on each user's Memorandum of Commitment (MOC) nomination percentage. LAWA's final budget and cost share allocation is subject to the LAWA Board's final approval in November or December. A copy of the proposed 2027 Budget for LAWA is attached to this letter for your review.

Projected expenses for potential capital debt repayments unique to each MOC signer will be provided in a future deliverable and is not included.

Thank you and please email me at shalvorson@fargond.gov or call (701) 241-1531 should you have any questions.

Sincerely,

Spencer Halvorson
Executive Director

Attached: Proposed 2027 LAWA Budget
Draft 2027 Cost Allocation – 2-Tier / MoC Basis

2027 BUDGET - LAKE AGASSIZ WATER AUTHORITY					
		Actual 2024	Actual 2025	Forecast 2026	Budget 2027
INCOME					
	Membership Dues	33,300	35,700	35,000	-
	Participant Transfers		140,099	509,941	444,306
	State Cost Share		-	-	-
	Cost Share - Interim Finance	4,320	4,988	-	-
	TOTAL INCOME	37,620	180,787	544,941	444,306
EXPENSES					
	ND Water Users Association	5,000	5,000	5,000	5,000
	ND Water Coalition	1,000	1,000	1,000	1,000
	ND Rural Water Systems Assoc.	315	320	500	500
	TOTAL DUES	6,315	6,320	6,500	6,500
	Accounting	7,875	-	10,000	10,000
	Directors Expense	-	-	-	-
	Banking Fees	-	328	-	-
	Insurance	461	461	550	550
	Admin Support - Staff		-	200,000	218,500
	Admin Support -- Other	52,082	168,596	100,250	62,750
	Construction		-	-	-
	Engineering		4,988	-	-
	Property Acquisiton/Easements		-	-	-
	TOTAL ORGANIZATIONAL	60,418	174,373	310,800	291,800
	Ohnstad Twichell, P.C.	69,372	141,142	187,982	100,000
	Federal Advocacy (GCCD - BHFS)	30,750	31,006	31,006	31,006
	State Advocacy (TBD)		7,500	7,500	15,000
	TOTAL LEGAL/ADVOCACY	100,122	179,648	226,488	146,006
	TOTAL EXPENSES	166,855	360,341	543,788	444,306
	Beginning Balance	380,852	251,616	72,062	73,214
	Total Income	37,620	180,787	544,941	444,306
	Total Expenses	166,855	360,341	543,788	444,306
	Over/Under	(129,235)	(179,554)	1,152	-
	Ending Balance	251,616	72,062	73,214	73,214

User	Draft Cost Allocation Model Run (2-Tier / MOC Basis)	Share of Proposed LAWA Admin Budget 2027
		\$ 444,306.25
Fargo / West Fargo / Cass Rural	62.05%	\$ 275,692
Grand Forks	16.64%	\$ 73,933
Valley City	1.18%	\$ 5,243
Carrington / Carrington JDA	0.25%	\$ 1,111
Hillsboro	0.22%	\$ 977
Mayville	0.22%	\$ 977
Cooperstown	0.15%	\$ 666
Jamestown	2.94%	\$ 13,063
Wahpeton	2.63%	\$ 11,685
East Central Regional Water District	1.93%	\$ 8,575
Richland County	1.75%	\$ 7,775
Southeast Water Users District	1.75%	\$ 7,775
Dickey County	1.75%	\$ 7,775
Northeast Regional Water District	1.40%	\$ 6,220
LaMoure County	1.31%	\$ 5,820
Grafton	1.21%	\$ 5,376
Traill County	0.53%	\$ 2,355
Agassiz Water Users District	0.44%	\$ 1,955
Walsh Rural Water District	0.44%	\$ 1,955
Lisbon	0.74%	\$ 3,288
Sargent County	0.44%	\$ 1,955
Washburn	0.02%	\$ 89
McLean Sheridan Rural Water District	0.01%	\$ 44
Total	100.00%	\$ 444,306



Lake Agassiz
Water Authority

STAFF REPORT

BOARD OF DIRECTORS
AUGUST 6, 2026

Agenda Item: Amendment No. 4 to Client – AE2S Letter Agreement

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: Approve Amendment No. 4 to Client – AE2S Letter Agreement

LAWA Board Action:

At the March 27, 2026 LAWA Board meeting, approval was granted for Amendment No. 3 of the LAWA 2025 Legislative Strategy Support Task Order with AE2S (Brent Bogar). This provided an additional \$40,000 to the task order with an expiration date of June 30, 2026.

There is \$5,786.23 remaining associated with the task order, which equates to about 20 hours of support. It is recommended that an extension of the task order from June 30, 2026 to September 30, 2026 be approved.

For these 20 hours, we will be directing support towards preparation for the 2026 legislative session.

There is no extra cost to this amendment or extension.

Attachments:

- Amendment No. 4 to Client – AE2S Letter Agreement

AE2S PROJECT NO.: P00214-2024-001

AMENDMENT TO CLIENT – AE2S LETTER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: June 30th, 2026.

Background Data

Effective Date of Client – AE2S Letter Agreement: June 27th, 2024

Client: Lake Agassiz Water Authority

AE2S: Advanced Engineering and Environmental Services, LLC

Project: LAWA 2025 Legislative Strategy Support

Nature of Amendment:

☒ Modifications to time(s) for rendering services

Description of Modifications:

- a. The schedule for rendering services under this Amendment is modified as follows: Strategic support and communications services will be extended to September 30, 2026.

Agreement Summary:

Original agreement amount:	\$ 145,778
Net change for prior amendments:	\$ 234,000
This amendment amount:	\$ 0
Adjusted Agreement amount:	\$ 379,778

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Client and AE2S hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

CLIENT:
Lake Agassiz Water Authority

AE2S:
Advanced Engineering and Environmental Services, LLC

By: _____

By: _____

Print
name: _____

Print Darrell Casteel
name: _____

Title: _____

Title: Chief Operating Officer

Date Signed: _____

Date Signed: _____

The following minutes are in draft form subject to review and approval by the LAWA Board of Directors at its next meeting.

26-237

LAKE AGASSIZ WATER AUTHORITY

SPECIAL MEETING BOARD OF DIRECTORS

**Video Conference
August 17, 2026**

A special meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held by video conference on August 17, 2026. The meeting was called to order by Chair Mahoney at 2:00 p.m.

BOARD MEMBERS PRESENT

Chair Timothy Mahoney
Vice Chair Brandon Bochenski
Director Rick Bigwood
Director Jeff Breker
Director Dave Carlsrud
Director Bernie Dardis
Director Tom Erdmann
Director Alan Idso
Director Tim Meyer
Director Ann Morlok
Director Keith Nilson
Alternate Kory Sondreal for Director Jim Schmaltz
Alternate Marc Pritchard for Director Travis Schmidt
Secretary Duane DeKrey

A copy of the registration sheet is attached to these minutes as Annex I.

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

APPROVAL OF AGENDA

Motion by Director Nilson to approve the board meeting agenda. Second by Director Dardis. Upon voice vote, motion carried.

RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)

Consideration of Bid Award – Biota Water Treatment Plant Contract 1

Kurt Ronnekamp of Black & Veatch (B&V) stated Eastern North Dakota Alternate Water Supply (ENDAWS) Biota Water Treatment Plant Site Access and Development and Wet Well Excavation Contract 1 includes construction of approximately 2.4 miles of access roadways,

mass grading operations involving the excavation and stockpiling of approximately 576,000 cubic yards of earthen material, and the delegated design and construction of an approximately 44-foot-diameter by 100-foot-deep secant pile wet well structure.

Mr. Ronnekamp noted \$21,000,000 was allocated for the project in the RRVWSP 2025-207 biennium work plan budget.

The bid opening for the ENDAWS Contract 1 was held on August 6, 2026. Six bids were received from the following contractors:

1. Veit & Company, Inc.
2. R.J. Zavoral & Sons, Inc.
3. Knife River Materials
4. Park Construction Company
5. Martin Construction, Inc.
6. Prospect Construction, Inc.

The engineer's estimate was \$20,217,506.10. Martin Construction, Inc. was the apparent low bidder at \$20,355,043.02.

Mr. Ronnekamp reported that Advanced Engineering & Environmental Services (AE2S) completed a thorough bid evaluation of the information submitted by Martin Construction and its subcontractor Condon-Johnson & Associates, which will perform the contractor-designed ground support system. The evaluation included bonding capacity, insurance and performance on past projects.

Mr. Ronnekamp noted one item of significance in Martin Construction's qualifications statement was its safety record Experience Modification Rate (EMR). Martin Construction's EMR was 1.9 in 2025 and 1.1 in 2026. Prior to that, its EMR was below 1.0, at 0.807 in 2024 and 0.640 in 2023. Martin Construction has since implemented corrective action items to address the incidents.

Chair Mahoney asked what EMR would normally be considered desirable.

Mr. Ronnekamp replied less than 1.0 would generally be desired; however, the EMR is not a pass/fail requirement in the qualifications statement and is simply a safety factor the board may consider in evaluating the bid.

Mr. Ronnekamp stated another item to note is the requirement that the ground support system subcontractor provide a separate qualifications statement. The qualification requirements included more than five years of experience with the type of work involved, specifically secant pile and shaft construction approximately 75 feet deep and 30 feet in diameter.

Mr. Ronnekamp explained Condon-Johnson's qualifications statement did not initially demonstrate the required experience. B&V evaluated the five references initially provided by Condon-Johnson. When contacted, Condon-Johnson subsequently provided a sixth reference, which allowed the firm to demonstrate that it met the experience requirement identified in its qualifications statement. All the references were favorable and reflected above-average performance.

Tami Norgard of Vogel Law Firm addressed whether the qualification issue constituted a material or immaterial deviation from the specifications. She stated that case law supports both approaches: in some cases, public entities have been authorized to reject bids based on deviations, while in others, bids have been accepted after further investigation established the bidder was capable and qualified to perform the work.

Ms. Norgard noted the cited case was not from North Dakota, and no dispositive North Dakota case law addresses this specific issue. The board could either reject the bid based on the deviation or waive the deviation if it was satisfied that the engineers had conducted sufficient due diligence, including reviewing additional information and contacting references. From a legal standpoint, she did not see a definitive reason preventing the board from proceeding under either approach.

Mr. Ronnekamp referenced B&V's recommendation letter (Annex II). Based on its review of the bids and the qualifications of the contractors, B&V recommends Contract 1 be awarded to Martin Construction, Inc.

Motion by Director Erdmann to award ENDAWS Biota Water Treatment Plant Site and Access Development and Wet Well Excavation Contract 1 to Martin Construction, Inc., in an amount not to exceed \$20,355,043.02, and authorize an agreement for the work once the required bonds and evidence of insurance have been provided by the contractor. Second by Director Dardis. Upon roll call vote, the following directors voted aye: Bigwood, Bochenski, Breker, Carlsrud, Dardis, Erdmann, Idso, Mahoney, Meyer, Morlok and Nilson. Alternates voting aye: Pritchard and Sondreal. Those voting nay: none. Motion carried.

The meeting adjourned at 2:25 p.m.

Timothy Mahoney, Chair

Duane DeKrey, Secretary

REGISTRATION
LAWA Special Board Meeting
By Video Conference

August 17, 2026

NAME	ADDRESS
Kimberly Cook	Garrison Diversion
Lisa Schafer	Garrison Diversion
Merri Mooridian	Garrison Diversion
Kip Kovar	Garrison Diversion
Pat Fridgen	Dept. of Water Resources
John Paczkowski	Dept. of Water Resources
Joe Nett	Dept. of Water Resources
Cory Drevecky	Dept. of Water Resources
Al Grasser	City of Grand Forks
Maureen Storstad	City of Grand Forks
Todd Feland	City of Grand Forks
Paul Boersma	Black & Veatch
Kurt Ronnekamp	Black & Veatch
Brian Johnson	East Grand Forks Water & Light
Brent Erickson	Advanced Engineering
Spencer Halvorson	LAWA
Dan Portlock	City of Fargo
Bruce Grubb	City of Fargo
Katie Schmidt	Ohnstad Twichell
John Shockley	Ohnstad Twichell
Steve Burian	Burian & Associates
Tami Norgard	Vogel Law Firm
Jason Siegert	Garrison Diversion
Dave Anderson	Garrison Diversion
Kelly Klosterman	Garrison Diversion
Jeff LeDoux	Garrison Diversion
Willy Galindo	City of West Fargo
Steve Metzger	Garrison Diversion



Black & Veatch Corporation
8800 Ward Parkway, Suite 400, Kansas City, MO 64114
P +1 913-458-3571 E RonnekampKA@bv.com

August 14, 2026

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

BV Project 423038
BV File 55.0000

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

Dear Mr. DeKrey:

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

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

Table 1 – Bid Tabulation Summary

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

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

Table 2 – Contract 1 Bid Price Evaluation Summary

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S BID

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

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

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

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

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

SUMMARY AND RECOMMENDATION

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

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

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

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

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

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

Notice of Award

Date of Issuance:

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

TO BIDDER:

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

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

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

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

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

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

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

Garrison Diversion Conservancy District
Owner

By: _____
Duane DeKrey
Title: General Manager

cc: Kip Kovar, GDCCD
Kurt Ronnekamp, BV

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

00 51 00
Notice of Award

Section 00 52 13

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

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

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

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

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

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

4.04. Delays and Damages.

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

ARTICLE 5 – CONTRACT PRICE.

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

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

6.02. Progress Payments; Retainage.

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

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

6.03. Progress Payments; Stored Material

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

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

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

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

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

Sheet titles are listed on Sheet 2 of the Drawings.

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

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

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

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

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

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

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

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

10.02. Assignment of Contract.

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

10.03. Successors and Assigns.

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

10.04. Severability.

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

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

10.05 Contractor's Certifications

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

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

ARTICLE 11 – NOT USED

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

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

OWNER:
Garrison Diversion Conservancy
District

CONTRACTOR:

By: Duane DeKrey

By: _____

Title: General Manager

Title: _____
*(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority
to sign)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

Approved as to Form

Contractor's License No. _____

Expiration Date _____

Attorney for Owner

End of Section

LAKE AGASSIZ WATER AUTHORITY

BOARD OF DIRECTORS

**Fargo Commission Chambers
August 6, 2026**

A meeting of the Lake Agassiz Water Authority (LAWA) board of directors was held at the Fargo Commission Chambers on August 6, 2026. The meeting was called to order by Chair Mahoney at 10 a.m.

MEMBERS PARTICIPATING

Chair Timothy Mahoney
Vice Chair Brandon Bochenski
Director Dave Carlsrud
Director Bernie Dardis
Director Tom Erdmann
Director Alan Idso
Director Tim Meyer
Director Ann Morlok
Director Keith Nilson
Director Jim Schmaltz
Director Travis Schmidt
Alternate Cory Anderson for Director Jeff Breker
Alternate Jeremy Schuler for Director Rick Bigwood (by video conference)

MEMBERS ABSENT

Secretary Duane DeKrey

Garrison Diversion staff and others attended. A copy of the registration sheet is attached (Annex I).

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

APPROVAL OF AGENDA

Motion by Director Dardis to approve the board meeting agenda as amended. Second by Director Schmidt. Upon voice vote, motion carried.

CONSIDERATION OF MINUTES

Motion by Director Schmaltz to approve the May 28, 2026, LAWA Board minutes as distributed. Second by Director Erdmann. Upon voice vote, motion carried.

Agenda Item: RRVWSP Governance Update

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: N/A

Background and Update

At the August 6, 2026 LAWA Board meeting, the LAWA Board of Directors unanimously approved a Resolution in Support of Further Due Diligence on Option #3 of the Governance and Finance Study Conducted by Deloitte Specific to the RRVWSP.

Additional resolutions that have been approved relating to the governance of the RRVWSP include a Resolution Authorizing the Joint Development of an Implementation Plan for the RRVWSP with the ND State Water Commission from the Garrison Diversion Conservancy District and a unanimously supported resolution concurring with LAWA's resolution in support of Option #3 by the Grand Forks City Council.

On August 13, 2026, a meeting between LAWA and Garrison Diversion leadership occurred where governance was discussed – to include considerations around debt structuring and refinancing along with what the dynamics could look like between LAWA, Garrison Diversion, and the ND Department of Water Resources. The discussions were preliminary and conceptual in nature.

On September 9, 2026, a joint meeting between LAWA, Garrison Diversion, and the ND Department of Water Resources team took place in Bismarck where a framework for an Option #3 implementation plan was provided and reviewed. LAWA and Garrison Diversion were given the opportunity to provide feedback for consideration to the ND Department of Water Resources team. The implementation framework included but was not limited to the following action items that would involve participation and consultation from LAWA should the ND Legislature support an Option #3 framework:

- Bi-Weekly Transition Team Meetings
- Transition Updates to Stakeholders
- Creation of Project Construction MOU
- Provide Feedback on Project O&M
- Draft & Finalize Refinancing Agreement

- Draft New Cooperation Agreement
- Develop Long-Term Business and Financial Plan
- Develop Post Construction Operational Plan

On September 17, 2026, LAWA provided a presentation to the ND Legislative Interim Water Topics Committee. Chair Mahoney, Vice Chair Bochenski, and Director Dardis represented the LAWA Board of Directors as part of the presentation. The presentation that was presented is attached and focused on the following:

- Update on important LAWA business to include the Series F Financing Agreement, the split delivery concept of the project, hiring of a new executive director, and key agreements that are in progress
- Reasons for LAWA's Support for Option #3 were communicated as such:
 - o Aligning Ownership with Financial Risk
 - o Putting the full faith and credit of the State of ND behind the project
 - o Statewide importance and scope and previous/future state commitment to the project justifies state ownership
 - o Enhancement of user representation in decision making
- Gratitude to the state for their previous investment in the project and intended further support in future biennia.

Attached

- LAWA Resolution Supporting Further Due Diligence on Option #3
- Garrison Diversion Resolution on Governance Implementation Plan
- City of Grand Forks Resolution Concurring with LAWA Resolution
- LAWA Water Topics Interim Committee Presentation

RESOLUTION OF THE LAKE AGASSIZ WATER AUTHORITY
BOARD OF DIRECTORS

**RESOLUTION OF SUPPORT FOR PURSUING FURTHER DUE DILIGENCE OF
OPTION THREE OF THE GOVERNANCE AND FINANCE STUDY CONDUCTED BY
DELOITTE SPECIFIC TO THE RED RIVER VALLEY WATER SUPPLY PROJECT**

WHEREAS, the Red River Valley Water Supply Project (Project) is a critical regional water supply initiative intended to provide long-term drought resiliency, water supply reliability, and economic stability for communities and water users in central and eastern North Dakota; and

WHEREAS, the Lake Agassiz Water Authority (LAWA) represents its member cities and water users in advancing the Project and has worked in partnership with the Garrison Diversion Conservancy District, ND Department of Water Resources, ND State Water Commission, project participants, and other stakeholders; and

WHEREAS, the Governance and Finance Study conducted by Deloitte reviewed potential approaches for governance, ownership, financing, and delivery of the Project, including Option Three, under which the State of North Dakota would assume Project ownership responsibilities while continuing to rely on the experience and continuity of existing project partners; and

WHEREAS, LAWA believes Option Three is the preferred framework identified to date due to its alignment of Project ownership, risk allocation, and financial responsibility given statewide importance of the Project while preserving meaningful local participation, regional partnership, and Project delivery experience; and

WHEREAS, LAWA recognizes that any transition in ownership, governance, financing, or delivery structure must be developed carefully to address statutory authority, financial commitments, contractual obligations, Project continuity, risk allocation, local cost impacts, and the interests of LAWA member entities, the State of North Dakota, and Project participants.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of LAWA expresses its strong preference for continued advancement and refinement of Option Three as the preferred governance and finance framework for the Project.

BE IT FURTHER RESOLVED, that the Board supports continued due diligence efforts by the State of North Dakota, through the appropriate state agencies and authorities, to evaluate and develop a potential state Project ownership framework consistent with Option Three while working collaboratively with LAWA, Garrison Diversion Conservancy District, ND Department of Water Resources, and other project partners to maintain continuity, protect local participant interests, and support timely project delivery.

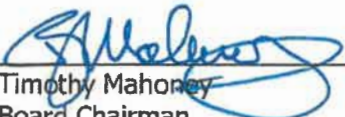
BE IT FURTHER RESOLVED, that LAWA remains willing to serve in a collaborative and constructive role to assist with Project completion, coordination, administration, stakeholder engagement, participant communication, and transition planning.

BE IT FURTHER RESOLVED, that this resolution conveys the Board's policy preference for continued work toward an Option Three-based framework.

BE IT FINALLY RESOLVED, that the Board encourages continued collaboration among LAWA, Garrison Diversion Conservancy District, ND Department of Water Resources, ND State Water Commission, legislative leaders, project participants, and other stakeholders to develop an Option Three-based path forward that supports timely and successful completion of the Project for the benefit of North Dakota.

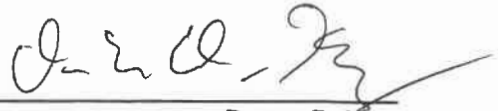
Adopted this 6th day of August, 2026.

LAKE AGASSIZ WATER AUTHORITY:



Timothy Mahoney
Board Chairman

ATTEST:



Duane DeKrey
Secretary

**A Resolution of the Garrison Diversion Conservancy District Board of Directors
Acknowledging and Supporting the Concept of Split Delivery for the Red River Valley
Water Supply Project**

WHEREAS, the Garrison Diversion Conservancy District (“GDCCD”) is committed to the successful completion of the Red River Valley Water Supply Project (“RRVWSP”); and

WHEREAS, GDCCD is responsible for the pipeline and associated treatment facilities, to the extent that such responsibility is consistent with North Dakota Century Code (NDCC) 61-24 and applicable state and federal law; and

WHEREAS, the North Dakota Department of Water Resources (DWR) has sole authority to appropriate the State’s water resources, including authorizations for storage; and

WHEREAS, the Lake Agassiz Water Authority (“LAWA”) has expressed its intent to manage the distribution of Project Water, to the extent that such responsibility is consistent with NDCC 61-39 and applicable state and federal law; and

WHEREAS, the terms of the Interim Financing Agreement Series F (Series F) sets forth a concept of “split delivery,” whereby GDCCD will deliver Project Water to designated delivery points and LAWA will assume responsibility for distribution to its Member Entities; and

WHEREAS, GDCCD recognizes that implementing split delivery will require good faith negotiations between GDCCD and LAWA to define roles, responsibilities, cost allocations, and operational protocols in a Water Supply Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of GDCCD that:

1. **Acknowledgment of Concept:** GDCCD approved Series F which formally acknowledges and supports the concept of split delivery for the RRVWSP and views this approach as the method for completing the project in partnership with LAWA.
2. **Commitment to Negotiation and Implementation:** GDCCD affirms its intent to work collaboratively and in good faith with LAWA to negotiate and execute a Water Supply Agreement, consistent with NDCC, that implements the Project, reflects the principles of split delivery and ensures compliance with applicable laws and permits.
3. **Direction to Staff:** GDCCD directs its staff and consultants to prioritize and continue its efforts to advance negotiations with LAWA and prepare necessary agreements consistent with this resolution and the terms of Series F.

Adopted this ____ day of _____, 2026.

GARRISON DIVERSION CONSERVANCY DISTRICT

By: _____

Chair

Attest: _____

Secretary

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND FORKS

RESOLUTION OF SUPPORT FOR OPTION THREE OF THE GOVERNANCE AND FINANCE STUDY CONDUCTED BY DELOITTE SPECIFIC TO THE RED RIVER VALLEY WATER SUPPLY PROJECT

WHEREAS, the Red River Valley Water Supply Project (RRVWSP) is a public/public partnership between the State of North Dakota and local and regional water suppliers, with the goal to deliver needed and supplemental water supply during a drought using the abundant water supply of the Missouri River; and

WHEREAS, the North Dakota Legislature for the 2025-2027 Biennium authorized and funded a study to analyze the current governance and financing approaches of three regional water systems in North Dakota, to include the RRVWSP and to provide recommended options to strengthen the regional water systems long term governance and finances; and

WHEREAS, the RRVWSP is currently being developed through the collaboration of two entities; the Garrison Diversion Conservancy District (GD CD), which is a political subdivision made up of representation from 28 counties in North Dakota which has been provide with the authority to acquire, construct, and improve the RRVWSP, and the Lake Agassiz Water Authority (LAWA), a political subdivision that represents the users of the RRVWSP and will coordinate RRVWSP water downstream from Lake Ashtabula; and

WHEREAS, the Governance and Finance Study conducted by Deloitte identified three potential options for improving the governance and finance models of the RRVWSP, with Option Three providing for State of North Dakota ownership and State Water Commission (SWC) operational authority; and

WHEREAS, Option Three's transfer of ownership of the RRVWSP from GD CD to the State of North Dakota, with the SWC assuming a formal leadership and oversight role and the Department of Water Resources becoming the administrator and project sponsor provides a better alignment of ownership and risk than the current governance and finance model; and

WHEREAS, the City of Grand Forks, State of North Dakota, and LAWA's interests are best represented within the Option Three ownership framework as it relates to governance, finance, operations, and maintenance; and

WHEREAS, Option Three may allow LAWA to develop the resources and capabilities to become a candidate for ownership of the project, however, based on LAWA's current resources, there is a need for State of North Dakota intervention in the project to drive progress; and

WHEREAS, at their August 6th, 2026 Board of Director's meeting, LAWA unanimously approved a resolution supporting Option Three as the most promising governance framework for the RRVWSP.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Forks unanimously concurs with LAWA's Resolution, and in its own right, unanimously supports Option Three of the Governance and Finance Study for the Project, believing it serves as the best ownership framework for the future of the Project and best serves the interests of the City of Grand Forks.

Adopted on this 8th day of September 2026.

CITY OF GRAND FORKS:

ATTEST:

Signed by:

Brandon Bochenski

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Brandon Bochenski

Mayor

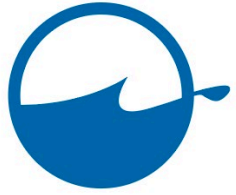
Signed by:

Maureen Storstad - Finance Director

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Maureen Storstad

Auditor



**Lake Agassiz
Water Authority**



Water Topics Committee Presentation

September 17, 2026

PRIOR SERIES FINANCING SUMMARY

USER	A		B		C		D1		D2		E		F	
GDCD						\$4,210,000								
Fargo / West Fargo / Cass Rural / Moorhead	77.21%	\$986,808	77.22%	\$1,445,937	83.51%	\$15,211,689	82.24%	\$40,048,873	74.70%	\$8,443,363	78.75%	\$1,181,250	79.19%	\$54,108,135
Grand Forks / East Grand Forks	22.79%	\$291,192	22.78%	\$426,669	16.49%	\$3,003,311	17.76%	\$8,648,687	16.13%	\$1,823,366	21.25%	\$318,750	17.10%	\$11,684,840
Carrington / Carrington JDA									0.81%	\$90,985			0.81%	\$550,057
Cooperstown									0.52%	\$58,581			0.52%	\$354,154
Hillsboro									1.19%	\$135,042			1.19%	\$816,407
Mayville									1.19%	\$135,042			1.19%	\$816,407
Valley City									5.45%	\$616,062				

USER	A-F TOTAL	
GDCD		\$4,210,000
Fargo / West Fargo / Cass Rural / Moorhead	80.31%	\$121,426,056
Grand Forks / East Grand Forks	17.33%	\$26,196,815
Carrington / Carrington JDA	0.42%	\$641,041
Cooperstown	0.27%	\$412,735
Hillsboro	0.63%	\$951,448
Mayville	0.63%	\$951,448
Valley City	0.41%	\$616,062

MOC BASIS – TARGET COST ALLOCATION

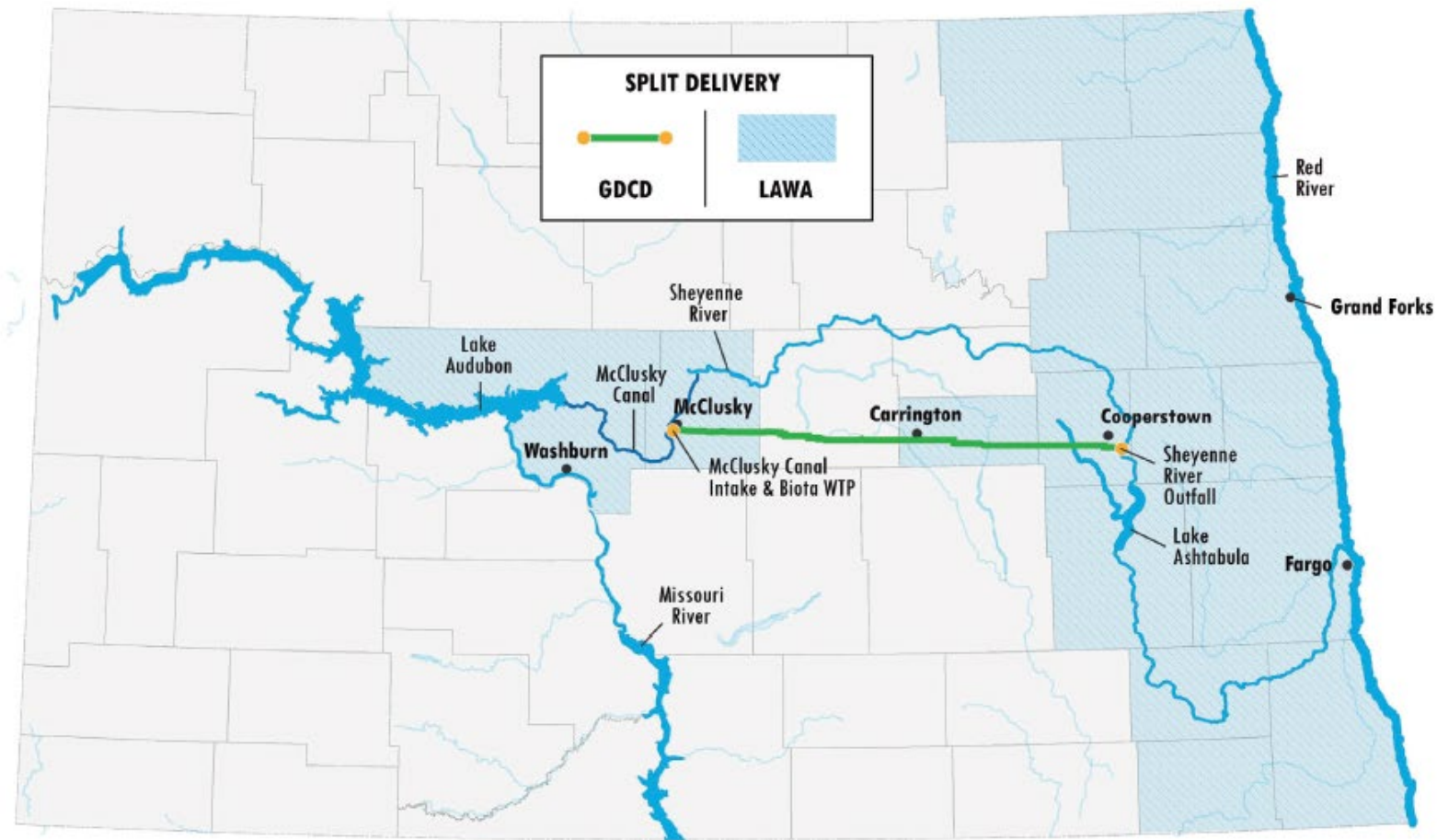
CFS				
USER	DOMESTIC NOMINATION	INDUSTRIAL NOMINATION	TOTAL NOMINATION	TIERED ALLOCATION
Fargo / West Fargo / Cass Rural / Moorhead	66.30	17.40	83.70	62.06%
Grand Forks / East Grand Forks	13.80	14.30	28.10	16.64%
Carrington / Carrington JDA	0.00	0.50	0.50	0.25%
Cooperstown	0.00	0.20	0.20	0.15%
Hillsboro	0.00	0.50	0.50	0.22%
Mayville	0.00	0.50	0.50	0.22%
Valley City	1.00	1.00	2.00	1.18%
Agassiz Water District	0.00	1.00	1.00	0.44%
Grafton	0.90	1.10	2.00	1.21%
Lisbon	0.00	1.00	1.00	0.74%
McLean-Sheridan Water District	0.00	0.42	0.42	0.01%
Northeast Regional Water District	0.00	3.20	3.20	1.40%
Richland County	0.00	4.00	4.00	1.75%
Southeast Water Users District	1.00	3.00	4.00	1.75%
Jamestown	0.00	11.00	11.00	2.94%
Wahpeton	1.50	4.50	6.00	2.63%
Walsh Rural Water District	0.00	1.00	1.00	0.44%
Washburn	0.45	0.00	0.45	0.02%
Dickey County	0.00	4.00	4.00	1.75%
LaMoore County	0.00	3.00	3.00	1.31%
Trail County	0.00	1.22	1.22	0.53%
Sargent County	0.00	1.00	1.00	0.44%
East Central Regional Water District	1.00	3.40	4.40	1.93%

SERIES F - RECITALS 5 & 6

5. "The LAWA Board of Directors has approved and directed LAWA to proceed with a "Split Delivery" of the "Project" whereby Garrison Diversion will deliver Project water via pipeline from the Missouri River Basin to the Sheyenne River Outfall."

6. "Consistent with the Split Delivery method for the Project, Garrison Diversion and LAWA will enter into future agreements relating to planning, construction, financing, operation and maintenance of the Project that shall provide for Garrison Diversion to deliver bulk water via a pipeline to LAWA at various locations including the Sheyenne River Outfall and shall provide, direct and authorize LAWA to administer the storage of Project water, connections to the Garrison Diversion pipeline, coordinate requests for releases for Project water stored behind Baldhill Dam (and within the Lake Ashtabula reservoir), and deliver Project water to LAWA Members..."

SPLIT DELIVERY CONCEPT



➤ Note that visual is not representative of current or potential project participants but of the approximate geographic area that is represented by LAWA

LAWA SPLIT DELIVERY APPROVED CONCEPT

Ownership & Governance Project Structure

- **LAWA RESPONSIBILITIES**
 - Local cost share contributor
 - Water distribution to members
 - Financial management
- **GARRISON DIVERSION RESPONSIBILITIES**
 - Core infrastructure construction, maintenance, & operations
- **JOINT RESPONSIBILITIES**
 - Partnership with DWR
 - Operational planning

LAWA SPLIT DELIVERY - AGREEMENTS

- **WATER SUPPLY AGREEMENT**

- Between LAWA and Project Owner
 - Defines operations, maintenance, and service levels

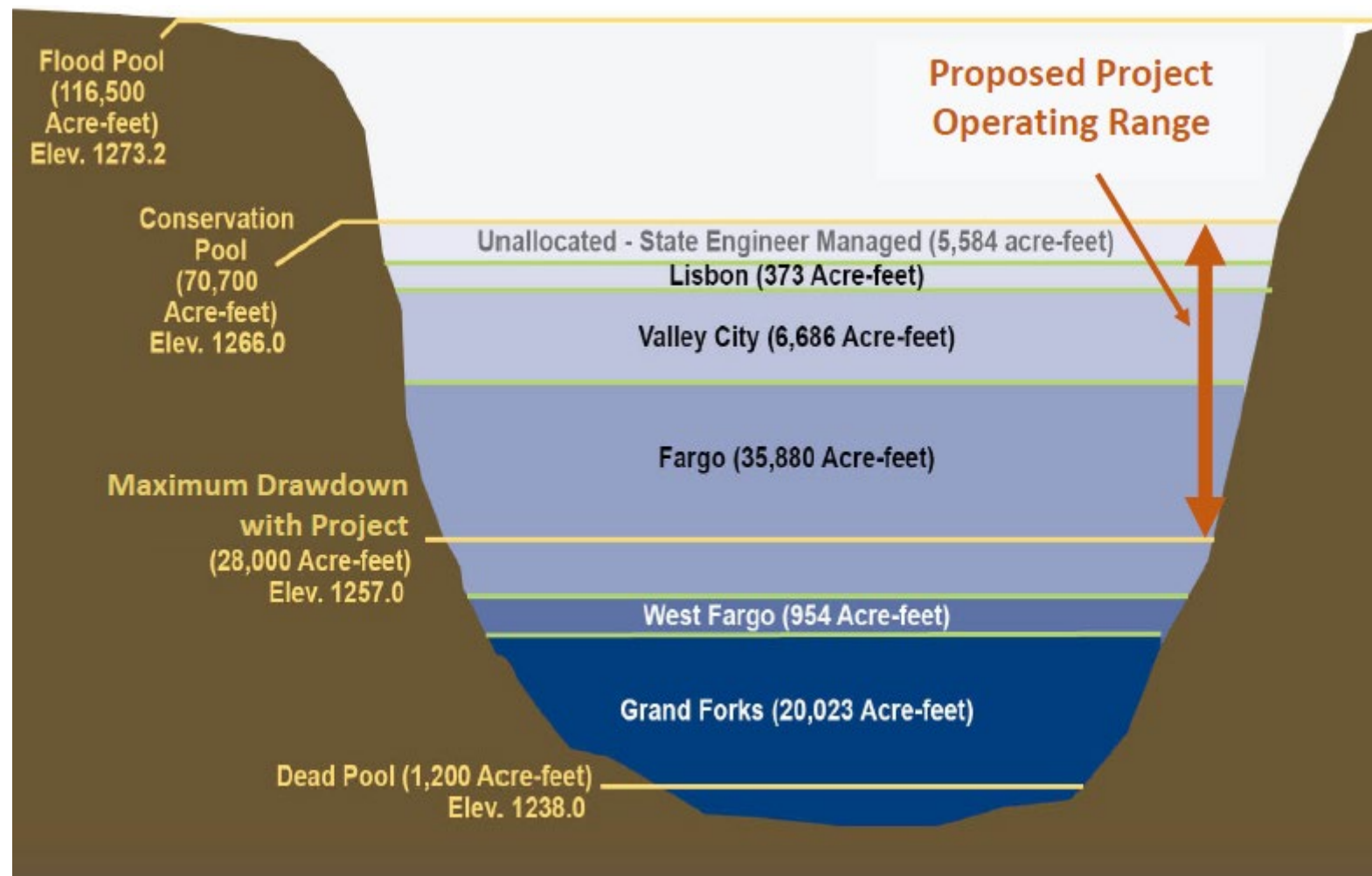
- **WATER DISTRIBUTION AGREEMENT**

- Between LAWA & users
 - Defined nominations, financial obligations, and operational process

- **THOMPSON ACKER RIGHTS AGREEMENT**

- Between TA Water Rights Holders
 - Cities of Fargo, Grand Forks, West Fargo, Valley City, & Lisbon

LAKE ASHTABULA – TA PERMITS



LAWA RESOLUTION ON GOVERNANCE STUDY

UNANIMOUS APPROVAL

GOVERNANCE STUDY – OPTION #3

REASONS FOR SUPPORT

- Full Faith & Credit of State of ND Behind Project
- Statewide Importance & Scope
- Alignment of Risk and Ownership
 - State Ownership & Local Control
- Previous & Future State Commitment & Investment Into Project
- Enhancement of User Representation

Evaluation Criteria	Current State	Option 3 Impact
Alignment of Risk Burden with Decision Making Authority	 Low	 Improved
Effectiveness of Current Governance Structure & Authority	 Low	 Improved
Level of Stakeholder Representation, Transparency & Public Accountability	 Medium	 Limited Net Impact
Alignment of Structure, Capacity & Capabilities with Stated Policy, Strategy & Goals	 Low	 Limited Net Impact
Feasibility to Implement/ROI of Implementing Recommendations	N/A	Feasible, high potential ROI
Efficient Use of State and Local Resources and Availability of Alternatives	 Medium	 Improved
Long Term Affordability for Stakeholders	 Medium	 Limited Net Impact
Structured to Address Future Risks and Facilitate Sustainability	 Low	 Improved
Ability to Attract Federal, State and Local Investment	 Medium	 Limited Net Impact

Source: ND SWC Regional Water Systems Governance and Finance Study

PRIOR BIENNIUM FUNDING

BIENNIUM	STATE FUNDING
ALL PRIOR	\$ 47,984,000
2021-2023	\$ 66,112,500
2023-2025	\$ 180,000,000
2025-2027	\$ 205,000,000
TOTAL	\$ 499,096,500

LEGISLATIVE INTENT (2023-25 Biennium)

Original = 953M
Remaining = 568M

ATTACHED

LAWA RESOLUTION SUPPORTING OPTION 3

**CITY OF GRAND FORKS RESOLUTION
SUPPORTING OPTION 3**

THANK YOU

RESOLUTION OF THE LAKE AGASSIZ WATER AUTHORITY
BOARD OF DIRECTORS

**RESOLUTION OF SUPPORT FOR PURSUING FURTHER DUE DILIGENCE OF
OPTION THREE OF THE GOVERNANCE AND FINANCE STUDY CONDUCTED BY
DELOITTE SPECIFIC TO THE RED RIVER VALLEY WATER SUPPLY PROJECT**

WHEREAS, the Red River Valley Water Supply Project (Project) is a critical regional water supply initiative intended to provide long-term drought resiliency, water supply reliability, and economic stability for communities and water users in central and eastern North Dakota; and

WHEREAS, the Lake Agassiz Water Authority (LAWA) represents its member cities and water users in advancing the Project and has worked in partnership with the Garrison Diversion Conservancy District, ND Department of Water Resources, ND State Water Commission, project participants, and other stakeholders; and

WHEREAS, the Governance and Finance Study conducted by Deloitte reviewed potential approaches for governance, ownership, financing, and delivery of the Project, including Option Three, under which the State of North Dakota would assume Project ownership responsibilities while continuing to rely on the experience and continuity of existing project partners; and

WHEREAS, LAWA believes Option Three is the preferred framework identified to date due to its alignment of Project ownership, risk allocation, and financial responsibility given statewide importance of the Project while preserving meaningful local participation, regional partnership, and Project delivery experience; and

WHEREAS, LAWA recognizes that any transition in ownership, governance, financing, or delivery structure must be developed carefully to address statutory authority, financial commitments, contractual obligations, Project continuity, risk allocation, local cost impacts, and the interests of LAWA member entities, the State of North Dakota, and Project participants.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of LAWA expresses its strong preference for continued advancement and refinement of Option Three as the preferred governance and finance framework for the Project.

BE IT FURTHER RESOLVED, that the Board supports continued due diligence efforts by the State of North Dakota, through the appropriate state agencies and authorities, to evaluate and develop a potential state Project ownership framework consistent with Option Three while working collaboratively with LAWA, Garrison Diversion Conservancy District, ND Department of Water Resources, and other project partners to maintain continuity, protect local participant interests, and support timely project delivery.

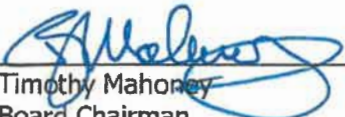
BE IT FURTHER RESOLVED, that LAWA remains willing to serve in a collaborative and constructive role to assist with Project completion, coordination, administration, stakeholder engagement, participant communication, and transition planning.

BE IT FURTHER RESOLVED, that this resolution conveys the Board's policy preference for continued work toward an Option Three-based framework.

BE IT FINALLY RESOLVED, that the Board encourages continued collaboration among LAWA, Garrison Diversion Conservancy District, ND Department of Water Resources, ND State Water Commission, legislative leaders, project participants, and other stakeholders to develop an Option Three-based path forward that supports timely and successful completion of the Project for the benefit of North Dakota.

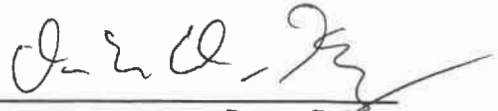
Adopted this 6th day of August, 2026.

LAKE AGASSIZ WATER AUTHORITY:



Timothy Mahoney
Board Chairman

ATTEST:



Duane DeKrey
Secretary

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND FORKS

RESOLUTION OF SUPPORT FOR OPTION THREE OF THE GOVERNANCE AND FINANCE STUDY CONDUCTED BY DELOITTE SPECIFIC TO THE RED RIVER VALLEY WATER SUPPLY PROJECT

WHEREAS, the Red River Valley Water Supply Project (RRVWSP) is a public/public partnership between the State of North Dakota and local and regional water suppliers, with the goal to deliver needed and supplemental water supply during a drought using the abundant water supply of the Missouri River; and

WHEREAS, the North Dakota Legislature for the 2025-2027 Biennium authorized and funded a study to analyze the current governance and financing approaches of three regional water systems in North Dakota, to include the RRVWSP and to provide recommended options to strengthen the regional water systems long term governance and finances; and

WHEREAS, the RRVWSP is currently being developed through the collaboration of two entities; the Garrison Diversion Conservancy District (GD CD), which is a political subdivision made up of representation from 28 counties in North Dakota which has been provide with the authority to acquire, construct, and improve the RRVWSP, and the Lake Agassiz Water Authority (LAWA), a political subdivision that represents the users of the RRVWSP and will coordinate RRVWSP water downstream from Lake Ashtabula; and

WHEREAS, the Governance and Finance Study conducted by Deloitte identified three potential options for improving the governance and finance models of the RRVWSP, with Option Three providing for State of North Dakota ownership and State Water Commission (SWC) operational authority; and

WHEREAS, Option Three's transfer of ownership of the RRVWSP from GD CD to the State of North Dakota, with the SWC assuming a formal leadership and oversight role and the Department of Water Resources becoming the administrator and project sponsor provides a better alignment of ownership and risk than the current governance and finance model; and

WHEREAS, the City of Grand Forks, State of North Dakota, and LAWA's interests are best represented within the Option Three ownership framework as it relates to governance, finance, operations, and maintenance; and

WHEREAS, Option Three may allow LAWA to develop the resources and capabilities to become a candidate for ownership of the project, however, based on LAWA's current resources, there is a need for State of North Dakota intervention in the project to drive progress; and

WHEREAS, at their August 6th, 2026 Board of Director's meeting, LAWA unanimously approved a resolution supporting Option Three as the most promising governance framework for the RRVWSP.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Forks unanimously concurs with LAWA's Resolution, and in its own right, unanimously supports Option Three of the Governance and Finance Study for the Project, believing it serves as the best ownership framework for the future of the Project and best serves the interests of the City of Grand Forks.

Adopted on this 8th day of September 2026.

CITY OF GRAND FORKS:

ATTEST:

Signed by:

Brandon Bochenski

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Brandon Bochenski

Mayor

Signed by:

Maureen Storstad - Finance Director

DB341F6B62B4423...

Maureen Storstad

Auditor

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 Lelm
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.

Agenda Item: LAWA Lobbying Services Procurement Strategy Update

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: N/A

Background and Update

It has been the adopted strategy for LAWA to, if possible, partner with the City of Fargo (Fargo) in the anticipation they would budget for lobbying the service for the 2027 legislative session and select Terry Effertz of Integrity Public Affairs to represent them. Ms. Effertz has worked with both Fargo and LAWA in previous legislative sessions.

Fargo approved their 2027 budget on September 28, which included lobbying services. LAWA staff intends to engage the City of Fargo over the coming weeks in the effort to find a potential administrative services partnership for the services.

Agenda Item: User Outreach and Task Order 9610 Review & Update

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: N/A

Background and Update

TO 9610 is a LAWA managed task order for 2025-27 biennium user outreach and financial modeling support services. User outreach preparation and execution support is a major action item associated with this task order. The first round of user outreach is targeted to take place during the latter half of October and throughout November. Included as part of these user outreach meetings will be a presentation structured in the following way:

1. Project status update to include construction & funding updates
2. Main Pipeline participation costs projection unique to each user given their nomination
3. Distribution Agreement (LAWA to Users) Executive Summary Brief
4. Regional Branch Pipeline Concept – High level overview with more detail to be presented at future meetings

Work with the consultant team on the presentation and efforts to coordinate regional meeting dates, times, and participants are currently in progress.

In addition to the user outreach planning that is taking place, the scope of State Funding and Legislative Support Services have also been refined in preparation for the upcoming legislative session.

On August 13th, Garrison Diversion (GD) and LAWA leadership met to discuss a variety of items related to the project in an effort to align perspectives in advance of the upcoming legislative session. One item of discussion was the state funding and strategy support services AE2S has provided to LAWA through Brent Bogar over previous legislative sessions. At that time, it was LAWA's intention to contract directly with AE2S again for the upcoming legislative session.

GD leadership expressed their uncomfortableness with that arrangement, believing it would put AE2S in a conflict-of-interest position. Despite LAWA leadership perspective that such an arrangement would not be a conflict-of-interest, a mutually agreed upon resolution on the matter has occurred.

Attached to this report is an agreed upon supplement to TO 9610 which has been signed administratively by both organizations.

The supplement directs these support services under “Task Order 9610: 2025-27 Biennium User Outreach and Financial Modeling Support”, as “State Funding and Legislative Support” services are included within the scope of work (pg. 9). An expanded scope of work specifying services to be delivered, along with communication and coordination commitments have been agreed to.

Attached

- Supplement to Task Order 9610
- Task Order 9610 – 2025-27 Biennium User Outreach and Financial Modeling Support

Supplement to RRVWSP Black and Veatch Task Order 9610

It is mutually agreed to by both the Garrison Diversion Conservancy District (Garrison Diversion) and the Lake Agassiz Water Authority (LAWA) that Mr. Brent Bogar of AE2S will perform work related to State Funding and Legislative Support Services under RRVWSP Black & Veatch Task Order 9610.

The below terms are intended to further specify the scope of work and performance of work expectations surrounding scheduled work titled "State Funding and Legislative Support" on page nine Task Order 9610.

Scope of Work

- Support LAWA and Garrison Diversion leadership and registered lobbyists in developing RRVWSP state funding strategy, including key priorities, timing, and rationale.
- Assist with preparation of funding request materials, talking points, briefing notes, and project summaries for use by both LAWA and Garrison Diversion leadership and registered lobbyists.
- Provide technical background on projects, cost-share assumptions, financial modeling, biennium work plans, and related funding considerations.
- Coordinate with Garrison Diversion and LAWA leadership, registered lobbyists, and consulting team to keep funding-related information current, consistent, and aligned with project progress.
- Participate in legislative, agency, or stakeholder meetings when requested as a technical resource, while not serving as the lead for scheduling meetings or lobbying communications.
- Help identify questions, issues, or information needs that may arise from legislators or state officials related to RRVWSP funding and assist LAWA and Garrison Diversion in preparing responses.
- Support coordination with other project partners as appropriate to promote a clear, accurate, and collaborative funding message for the project.
- Hold weekly coordination/update meetings with both Garrison Diversion and LAWA representatives regarding legislative calendar and strategy.

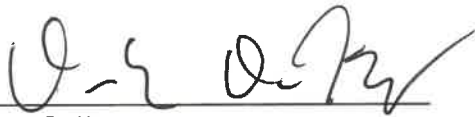
Performance of Work

- Mr. Bogar's activities at the legislature will relate solely to the financial underpinnings of the Project, which is an area that LAWA and Garrison Diversion unequivocally agree upon. Mr. Bogar will not be involved in any conversations or information gathering/facilitation regarding RRVWSP governance issues. Since Mr. Bogar's services will be strictly financial in scope, he would not have specific information regarding nor involve himself in any discussions surrounding RRVWSP governance. Any provable violation of this parameter would subject Mr. Bogar to potential dismissal from this task order.
- Since Mr. Bogar would be representing both LAWA and Garrison Diversion's interests at the legislature, he will communicate jointly with both LAWA and Garrison Diversion identified points

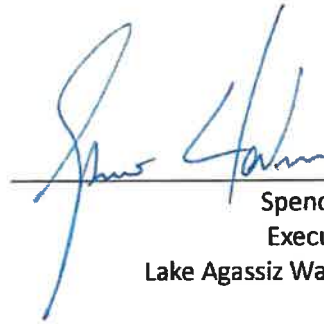
of contact on all communications of substance relative to his efforts at the legislature, including strategy sessions and reporting. If Mr. Bogar reports on meetings with legislators during video conferences, he will make all reasonable efforts to include both points of contact from Garrison Diversion and LAWA. It is expected that information facilitation between both Garrison Diversion and LAWA lobbyists will be required and all reasonable efforts will be made to do so in a jointly attended setting.

- It is expected Mr. Bogar will require support from the existing engineering team during the legislative session. Any requests for additional engineering or financial modeling support will be made with the knowledge of an identified Garrison Diversion point of contact.
- The parties agree that Mr. Bogar's services are not eligible for cost share. The cost of these identified services will be split equally between LAWA and Garrison Diversion. The total cost for Mr. Bogar's services for the time period of October 1, 2026 to May 30th, 2027 will be \$55,000 unless amended by both organizations' respective board of directors.

As agreed to by:



Duane DeKrey
General Manager
Garrison Diversion Conservancy District



Spencer Halvorson
Executive Director
Lake Agassiz Water Authority



Black & Veatch Corporation

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

RRVWSP Task Order 9610 – 2025-27 Biennium User Outreach and Financial Modeling Support

Effective Date – December 1, 2025

Content of this Task Order (TO) is as follows:

I.	PROJECT AND TASK ORDER BACKGROUND	1
II.	TASK ORDER OBJECTIVES	4
III.	GENERAL REQUIREMENTS	5
IV.	BASIC SERVICES	5
V.	SPECIAL SERVICES	9
VI.	DELIVERABLES	9
VII.	ADDITIONAL SERVICES	9
VIII.	SPECIAL RESPONSIBILITIES OF OWNER	10
IX.	FEE.....	10
X.	PERFORMANCE SCHEDULE	10
XI.	DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS.....	10
XII.	ACCEPTANCE	11

I. PROJECT AND TASK ORDER BACKGROUND

1. The overall task order objective for the 2023-2025 Biennium was to secure signed Project Participation Agreements (PPAs) from the prospective Users. This objective was modified to secure signed Memoranda of Commitments (MOCs) from prospective Users. The 2023-2025 User Outreach Task Order resulted in the Users shown on Table 1 signing a MOC to participate in the RRVWSP.
2. The purpose of this Task Order is to provide communications and financial modeling support to committed and potential RRVWSP Users to help them complete required contract negotiations to become full project participants. LAWA will provide direction and management of this Task Order with support of the Engineer and staff of GDCCD. This will include the development of a Management Team with staff representatives of both entities and the Engineer.

Table 1 – RRVWSP Users Who Have Signed a MOC

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Fargo/ West Fargo/ Cass Rural Water District	83.7	Signed Series D2 MOC
Grand Forks	28.1	Signed Series D2 MOC
Carrington	0.5	Signed Series D2 MOC with Nomination Decrease
Mayville	0.5	Signed Series D2 MOC
Hillsboro	0.5	Signed Series D2 MOC
Cooperstown	0.2	Signed Series D2 MOC
Series F Signed Subtotal	113.50 cfs	
Valley City	2	Signed Series D2 MOC with Nomination Increase
Signed Series D2, Not-Series F	2.00 cfs	
Jamestown	11	Signed MOC
Wahpeton	6	Signed MOC with Nomination Increase
East Central Regional Water District (Grand Forks Traill, Traill Rural, Larimore)	4.4 (3.00, 1.10, 0.30)	Signed MOC
Southeast Water Users District	4	Signed MOC with Nomination Increase
Richland County	4	Signed MOC with Nomination Increase
Dickey County	4	Signed MOC - New
Northeast Regional Water District & Langdon	3.2	Signed MOC
LaMoure County	3	Signed MOC - New
Grafton	2	Signed MOC
Traill County	1.22	Signed MOC - New
Sargent County	1	Signed MOC - New
Lisbon	1	Signed MOC with Nomination Increase
Walsh Rural Water District	1	Signed MOC
Agassiz Water Users District	1	Signed MOC
Washburn	0.45	Signed MOC - New
McLean-Sheridan Water District	0.42	Signed MOC
Post Series D2 Signed MOC Subtotal	47.69 cfs	
Total Signed MOC's	163.19 cfs	

The current, approximate, cost allocations made to each MOC signatory as a percentage of total project costs is shown in Table 2. These cost allocations are expected to change with ongoing financial modeling updates and potential changes to the MOC participant list.

Table 2 – RRVWSP 2026 Financial Model Update (September 5, 2025)

MOC Category	User	Draft MOC Allocation Model Run (2-Tier)	Total Nomination	Domestic Nomination	Industrial Nomination	Draft 2-Tier Financial Model Allocation Notes
Series D2 + F	Fargo / West Fargo / Cass Rural	62.06%	83.70	66.30	17.40	All Tier 1 RRV Costs
Series D2 + F	Grand Forks	16.64%	28.10	13.80	14.30	RRV - Tier 1 Industrial / Tier 2 Domestic
Series D2 + F	Carrington / Carrington JDA	0.25%	0.50	0.00	0.50	CE - Tier 1 Industrial
Series D2 + F	Hillsboro	0.22%	0.50	0.00	0.50	RRV - Tier 2 Industrial
Series D2 + F	Mayville	0.22%	0.50	0.00	0.50	RRV - Tier 2 Industrial
Series D2 + F	Cooperstown	0.15%	0.20	0.00	0.20	RRV - Tier 1 Industrial
Series D2 + F	Signed Series D2 + F Subtotal		113.50	80.10	33.40	
Series D2	Valley City	1.18%	2.00	1.00	1.00	RRV - Tier 1 Industrial / Tier 2 Domestic
Series D2	Signed Series D2, Not Series F		2.00	1.00	1.00	
Post D2	Jamestown	2.94%	11.00	0.00	11.00	CE - Tier 2 Industrial
Post D2	Wahpeton	2.63%	6.00	1.50	4.50	RRV - Tier 2 Domestic and Industrial
Post D2	East Central Regional Water District	1.93%	4.40	1.00	3.40	RRV - Tier 2 Domestic and Industrial
Post D2	Richland County	1.75%	4.00	0.00	4.00	RRV - Tier 2 Industrial
Post D2	Southeast Water Users District	1.75%	4.00	1.00	3.00	RRV - Tier 2 Domestic and Industrial
Post D2	Dickey County	1.75%	4.00	0.00	4.00	RRV - Tier 2 Industrial
Post D2	Northeast Regional Water District	1.40%	3.20	0.00	3.20	RRV - Tier 2 Industrial
Post D2	LaMoure County	1.31%	3.00	0.00	3.00	RRV - Tier 2 Industrial
Post D2	Grafton	1.21%	2.00	0.90	1.10	RRV - Tier 1 Industrial / Tier 2 Domestic
Post D2	Trail County	0.53%	1.22	0.00	1.22	RRV - Tier 2 Industrial
Post D2	Agassiz Water Users District	0.44%	1.00	0.00	1.00	RRV - Tier 2 Industrial
Post D2	Walsh Rural Water District	0.44%	1.00	0.00	1.00	RRV - Tier 2 Industrial
Post D2	Lisbon	0.74%	1.00	0.00	1.00	RRV - Tier 1 Industrial
Post D2	Sargent County	0.44%	1.00	0.00	1.00	RRV - Tier 2 Industrial
Post D2	Washburn	0.02%	0.45	0.45	0.00	ISP - Tier 1 Domestic
Post D2	McLean Sheridan Rural Water District	0.01%	0.42	0.00	0.42	ISP - Tier 2 Industrial
Post D2	Subtotal	DRAFT	47.69	4.85	42.84	
	Approved MOC Total	100.00%	163.19	85.95	77.24	

There are other Users who were engaged during the previous biennium who may participate, have declined to participate, or are in the process of considering as shown in Table 3.

Table 3 – Other Potential Users

ANTICIPATED PROJECT PARTICIPANTS	NOMINATION (CFS)	GENERAL RESPONSE
Dakota Rural Water District	0.75	Considering
Devils Lake	1	Evaluating
Lakota	0.2	Evaluating
Remaining Engaged Users Subtotal	1.95 cfs	
Tri-County Rural Water District	1	Ceased Communications
Barnes Rural Water District	0.5	Previously Withdrew but Reconsidering
Tuttle	0.02	Ceased Communications
Forman	0.01	Ceased Communications
Unknown/Has Concerns Subtotal	1.53 cfs	
Stutsman Rural Water District	4	Declined
Greater Ramsey Rural Water	1	Declined
Ransom County	1	Previously a Potential Addition, but has Now Declined
Central Plains Water District	0.6	Declined
Oakes	0.6	Previously a Potential Addition, but has Now Declined
South Central Regional Water District	0.5	Declined
Park River	0.4	Declined
McVie	0.1	Declined
Declined Subtotal	8.2 cfs	
Ellendale	----	Team has Engaged
Gwinner	----	Team has Engaged
Lamoure	----	Team has Engaged
Cass County	----	Team has Engaged with the County
Grand Forks County	----	Team has Engaged with the County
Stutsman County	----	Team has Engaged with the County
Barnes County	----	Team has Engaged with the County

II. TASK ORDER OBJECTIVES

- The primary objective of this Task Order is to plan and facilitate regular meetings with MOC signatories (Table 1) to enable them to understand and consider signing legal contracts (developed by others) needed to participate in the RRVWSP. As part of this, the Management Team will provide:
 - Coordination of meetings including scheduling location, meeting times, and attendees between Users and LAWA/GDCD.
 - Financial modeling support as requested by the MOC signatories and approved by the Management Team and to facilitate State understanding of future cost-share requirements.
- It is expected that MOC signatories will have technical questions related to assumptions made in StateMOD, water delivery such as the feasibility of pipeline extensions and the use of the James River, and water quality that will need to be addressed. The User Outreach work and financial modeling completed under this task order will be supported by technical analysis completed under the Operations Phase 4 Task Order (TO 1620).

3. The secondary objective is to engage and inform additional Users who have not yet signed a MOC (Table 3) to participate in the project.

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).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with supporting LAWA and the MOC signatories to sign water delivery contracts through the facilitation of meetings, regular communications, and financial modeling. Technical updates and support will be provided through other task orders, including the Operations Phase 4 Task Order (TO 1620).
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 Work Engineer will perform and do not implicitly put any additional responsibilities or duties upon Engineer. Deliverables to be provided are explicitly identified in this Task Order.
5. Explicitly Identified Quantities. Engineer in development of this Task Order 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 by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

The Basic Services of this Task Order are provided below in the following tasks:

- Task 1 – Task Order Management and Administration
- Task 2 – Coordination with GDCD/LAWA Boards and Committees
- Task 3 – Communication/Outreach with MOC Signers
- Task 4 - Meetings with MOC Signatories in Support of the Water Delivery Contract
- Task 5 – Refined Financial Modeling

1. Task 1 – Task Order Management and Administration

The overall objective of this task is to set up the project and keep the Task Order on schedule for its estimated 19-month duration (December 1, 2025 – June 30, 2027). Engineer will provide the following services to the Owner:

- A. Provide general project management and administration tasks including communications with the Owner, coordination, and supervision of the Engineer’s project team, monitoring the project schedule, monitoring the project budget, and invoicing for 19 months.
 - B. Meetings. The Consulting Team will provide:
 - i. Bi-weekly meetings with the Management Team (estimated 36)
2. **Task 2 – Coordination with GDCD/LAWA Boards and Committees.**
 - A. The Consulting Team will provide:
 - i. Regular meetings with Financial Advisory Committee (FAC) to present financial modeling results (estimated 10)
 - ii. Regular meetings with Technical Advisory Committee (TAC) to present technical updates (estimated 10)
 - iii. User outreach updates as requested for LAWA board meetings (estimated 10)
 - iv. User outreach updates to the quarterly Garrison Diversion board meetings (estimated 6)
3. **Task 3 – Communication/Outreach with MOC Signers.** The Consulting Team will provide:
 - A. Team will update and maintain the User database established in the previous task order to maintain names/contacts/record of communications with each User.
 - B. Bi-monthly Project User Communications. Develop and deliver written communications for the Project Users as deemed important by the Management Team. Examples may include board notices/summaries, updated schedules, and project engineering and construction updates. Communications will be coordinated with the Project Communications Team for consistency of messaging.
 - C. Regular Meetings for all MOC signatories (estimated 6). Anticipated schedule and purpose:
 - i. December 2025 – Summary of Overall Project Status
 - ii. February 2026 – Updated StateMOD and Financial Analysis
 - iii. May 2026 – Key provisions of the Water Delivery Contract and context of Water Supply Contract
 - iv. July 2026 – Draft Content of Water Delivery Contract
 - v. September 2026– Draft 2 of Water Delivery Contract
 - vi. November 2026– placeholder

The scope includes preparation of technical materials/presentation for each meeting and coordination of those materials with the management team.
4. **Task 4 - Meetings with MOC Signatories in Support of the Water Delivery Contract.** The previous User Outreach task order experience suggests that it typically takes 3 to 4 rounds of

meetings with each User to secure a contractual commitment. This task includes effort to conduct three meetings with the Users to support them in signing a Water Delivery Contract. It is desirable to host regional meetings with multiple Users to be efficient with time, resources and allow for shared input. Regional meetings could potentially be in the following areas:

- Wahpeton (Wahpeton, Richland County, SEWUD-- 10 to 14 cfs)
- Lisbon (Lisbon, Sargent County, SEWUD—2 to 6 cfs)
- Oakes (Dickey County, LaMoure County, SEWUD—7 to 11 cfs)
- Jamestown/Valley City (Jamestown, Valley City—13 cfs)
- Carrington (Carrington, Cooperstown, MSRWD, DRWD—2.07 cfs)
- Hillsboro (Mayville, Hillsboro, ECRWD—5.4 cfs)
- Devils Lake (Devils Lake, Lakota, NRWD—1.2 to 4.4 cfs)
- Grafton (Grafton, WRWD, ARWD, NRWD—3 to 6.2 cfs)

It is expected that presentation of the Water Delivery Contracts will require legal support, which will be provided by the LAWA attorneys. The following sequence of meetings is expected:

- A. Initial User Meeting to Present Water Delivery Contract (estimated 8)
- B. Follow Up User meeting to Discuss Water Delivery Contract and gather initial questions (estimated 8)
- C. Final User Meeting(s) to Secure Commitment for Water Delivery Contract (estimated 8)
- D. As shown on Table 3, there are several undecided users. This task includes effort to engage these potential additional users at the Management Team's direction.
- E. Up to seven service area cooperative agreements are anticipated, including:
 1. Cooperstown Area
 2. Traill County Area
 3. Devils Lake Area
 4. Southeast Area-East
 5. Southeast Area- Central
 6. Southeast Area- West
 7. Grafton Area

This scope includes the effort for two regional meetings to support the service area cooperative agreements.

5. **Task 5 – Refined Financial Modeling.** To support on-going User outreach efforts and provide prospective Users with the most current Project Financial information prior to signing the final Water Delivery Contract, the existing Project financial model will be progressed over the next year. The following primary tasks are anticipated to be necessary:

- A. Financial Model Updates** – reproject future Series financing requirements based on final Series F Loan Agreement details, projected future series cost-share requirements, and prior Series A-E anticipated actuals.
- B. Cost Allocation Model Update** – update cost allocation model to reflect MOC Signatory Roster utilizing the Garrison Diversion and LAWA adopted 2-tier cost allocation model. The Consulting Team will develop the revised cost allocation model utilizing the MOC signatory roster as of the date of the signing of this Task Order as shown in Table 2 above.
- C. Alternative Cost Allocation Model Development** – develop alternative cost allocation modeling reflecting potential revised User participation scenarios that are expected to evolve throughout the performance of Task 2 and 3. It is also anticipated that users may request potential alternative service scenarios (i.e., James River Conveyance) that may require alternative cost allocation model runs. The technical analysis associated work such as assessing the feasibility of using James River for water conveyance will be done under the Operations Phase 4 Task Order.
- D. Finalize Project Operations, Maintenance, Administration, and Reserve (OMAR) Assumptions** – develop final anticipated Project OMAR revenue requirements and cost allocation approach for various project operating protocols. The Consulting Team will review with Owner the anticipated OMAR cost structure and current best estimates for OMAR revenue requirements including items such as labor (administrative, operating, and maintenance), power, chemicals, contract maintenance, and reserve requirements. The analysis will include evaluation of costs under different Project water supply scenarios and recommend allocation of cost to Users based on different project use scenarios.
- E. Water Delivery Contract Financial Exhibits Development** – develop final exhibits for incorporation to the Water Delivery Contract including appropriate detail documenting the Project financial structure and on-going user cost responsibilities. This will include developing the Water Delivery Contract financial exhibit final drafts that are expected to include the following:
 - 1. **Prior Project Expenses Summary** – exhibit is expected to include a breakdown of all prior Series Project financing agreements and past User participation within each respective financing.
 - 2. **Capital Cost Responsibility and Cost Delivery** – exhibit is expected to include summary documentation of the methodology of the adopted 2-tier cost allocation model and the results of the cost delivery to all anticipated Water Delivery Contract signatories.
 - 3. **Debt Repayment Obligation Schedules for Existing Debt and Future True-up** – exhibit is expected to include Amortization tables for the Project and individual Users based on the refined financial modeling and the results of final cost allocation analysis for anticipated Water Delivery Contract signatories.

4. OMAR Cost Responsibility and Cost Delivery – exhibit is expected to include summary documentation of the methodology of the OMAR cost allocation model and the results of the cost Delivery to anticipated Water Delivery Contract signatories.

Consistent with *Task 2 – Communication/Outreach with MOC Signers*, the following schedule is anticipated for the completion of the outlined Refined Financial Modeling Tasks:

- Financial Model and Cost Allocation Model Update – April 2026
- Alternative Cost Allocation Model Development – June 2026
- Final OMAR Assumptions and Allocations – June 2026
- Draft Water Delivery Contract Financial Exhibits – July 2026
- Final Water Delivery Contract Financial Exhibits – September 2026
- State Funding and Legislative Support – November 2026 – April 2027

V. SPECIAL SERVICES

There are no Special Services anticipated within 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
2. Task 2 - Coordination with GDCD/LAWA Boards and Committees.
 - Handouts/presentations as requested
3. Task 3 – Communication/Outreach with MOC Signers
 - Bi-monthly communication materials.
4. Task 4 – Regional Meetings with MOC Signatories in Support of the Water Delivery Contract.
 - Handouts of financial and as requested by LAWa and Users
5. Task 5 – Refined Financial Modeling
 - Updated Financial analysis and exhibits as requested by LAWa.

VII. ADDITIONAL SERVICES

1. 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:

- A. Attending additional general meetings beyond what is identified in this Task Order.
- B. Attending additional individual User meetings to support approval of the Water Delivery Contract.
- C. Work performed, which is beyond the 19-month Task Order schedule.
- D. Technical support required for answering User questions.
- E. This task order does not include services for broader promotional outreach regarding the project as those tasks are covered under the Garrison Diversion Communications Task Order.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

- 1. Interim Deliverable Review Requirements. The Owner commits to review periods for interim deliverables of no more than 30 calendar days after receipt of deliverables from Engineer.
- 2. Review comments will be provided by the Owner either electronically in the native Word file in Track Changes Mode or they will be summarized in an MS Excel worksheet or MS Word document.

IX. FEE

The total fee for Basic Services and Special Services provided under this Task Order is estimated to be One Million One Hundred Eighty-Two Thousand Eight Hundred Eighty-One Dollars (\$1,182,881). Worksheets showing the fee estimate and level of effort by task are included in Attachment A.

X. PERFORMANCE SCHEDULE

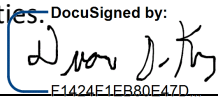
Basic and Special Services of this Task Order will be completed by June 30, 2027.

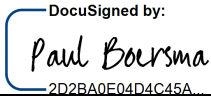
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

- 1. Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008, is incorporated by reference.
- 2. Attachment A – Fee Estimate Worksheets

XII. ACCEPTANCE

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

By: 
E1424E1EB80E47D
Duane DeKrey, General Manager
Garrison Diversion Conservancy District
Dated: 4/22/2026

By: 
2D2BA0F04D4C45A...
Paul Boersma, Vice President
Black & Veatch Corporation
Dated: 4/21/2026

ATTACHMENT A

Fee Estimate Worksheets



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
RRVWSP TO 9610 - 2025-27 Biennium User Outreach and Financial Modeling Support
BV Project No. TBD
Black & Veatch and Consultants

Task	Lead Firm	Position	P	PMS	PJC2	PA2	ADMS	ADM1	Labor Detail	Labor Detail	Expense Detail	Sub Consult ant	Sub Consult	Expense Detail	Sub Consult ant	Sub Consult	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal	Project Manager Senior	Project Controls Ana 2	Project Accountant 2	Administrator Senior	Administrator 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	BA Hours	BA Sub Costs	BA Sub Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																						
1		Task Order Management and Administration	40	46	46	40	40	40	252	\$52,630	\$2,414	154	\$43,742	\$2,187	213	\$51,825	\$2,591	\$102,759	252	\$52,630	\$102,759	\$155,389
A	BV	General Project Management (19 months)		46	46	40	40	40	212	\$39,550	\$2,048	96	\$26,646	\$1,332	133	\$31,825	1,591	\$63,442	212	\$39,550	\$63,442	\$102,992
B	BV	Host Monthly User Engagement Conference Calls/Meetings (40)	40						40	\$13,080	\$366	58	\$17,096	\$855	80	\$20,000	1,000	\$39,317	40	\$13,080	\$39,317	\$52,397
2		Coordination w/ GDCD/LAWA Boards and Committees	68	0	0	0	0	0	68	\$22,236	\$623	288	\$88,538	\$4,428	303	\$85,284	\$4,263	\$183,136	68	\$22,236	\$183,136	\$205,372
A	BA/AE2S	Financial Advisory Committee (FAC) (estimated 10 meetings)	18						18	\$5,886	\$165	118	\$30,540	\$1,527	60	\$18,969	\$948	\$52,149	18	\$5,886	\$52,149	\$58,035
B	BA/AE2S	Technical Advisory Committee (TAC) (estimated 10 meetings)	18						18	\$5,886	\$165	70	\$18,798	\$940	140	\$32,569	\$1,628	\$54,100	18	\$5,886	\$54,100	\$59,986
D	BA/AE2S	User Outreach for LAWA Board(estimated 10 meetings)	20						20	\$6,540	\$183	50	\$18,350	\$918	55	\$17,494	\$875	\$37,820	20	\$6,540	\$37,820	\$44,360
E	BA/AE2S	User Outreach Updates to Quarterly GDCD Board (estimated 6 meetings)	12						12	\$3,924	\$110	50	\$20,850	\$1,043	48	\$15,248	\$762	\$38,013	12	\$3,924	\$38,013	\$41,937
3		Communication/Outreach with MOC Signers	30	0	0	0	0	0	30	\$9,810	\$275	58	\$18,386	\$919	614	\$117,424	\$5,871	\$142,875	30	\$9,810	\$142,875	\$152,685
A	BA	Update and Maintain User Database for Record of Communications	4						4	\$1,308	\$37	4	\$1,268	\$63	90	\$19,203	\$960	\$21,531	4	\$1,308	\$21,531	\$22,839
B	BA	Bi-monthly Project User Communications (10)	20						20	\$6,540	\$183	18	\$5,706	\$285	260	\$44,900	\$2,245	\$53,319	20	\$6,540	\$53,319	\$59,859
C	BA	Followup User Meetings for MOC signatories (6 est.)	6						6	\$1,962	\$55	36	\$11,412	\$571	264	\$53,321	\$2,666	\$68,025	6	\$1,962	\$68,025	\$69,987
4		Meetings with Individual MOC Signatories in Support of the Water Distribution Contract	52	0	0	0	0	0	52	\$17,004	\$476	372	\$103,253	\$5,163	1,187	\$239,165	\$11,959	\$360,016	52	\$17,004	\$360,016	\$377,020
A	BA	Initial User Meeting to Present Water Distribution Contract (estimated 8)	12						12	\$3,924	\$110	85	\$22,630	\$1,132	256	\$51,530	\$2,577	\$77,979	12	\$3,924	\$77,979	\$81,903
B	BA	Follow-up Meeting for Water Distribution Contract (8)	12						12	\$3,924	\$110	101	\$28,431	\$1,422	256	\$51,530	\$2,577	\$84,070	12	\$3,924	\$84,070	\$87,994
C	BA	Final User Meetings (estimated 8)	12						12	\$3,924	\$110	76	\$20,506	\$1,025	256	\$51,520	\$2,576	\$75,737	12	\$3,924	\$75,737	\$79,661
D	BA	Engage Non-MOC Potential Users	8						8	\$2,616	\$73	94	\$27,262	\$1,363	272	\$54,240	\$2,712	\$85,650	8	\$2,616	\$85,650	\$88,266
E	BA	Support Users with Developing Cooperative Agreements	8						8	\$2,616	\$73	16	\$4,424	\$221	147	\$30,345	\$1,517	\$36,580	8	\$2,616	\$36,580	\$39,196
5		Refined Financial Modeling	40	24	0	0	0	0	64	\$20,928	\$588	808	\$213,648	\$10,683	180	\$44,350	\$2,218	\$271,487	64	\$20,928	\$271,487	\$292,415
A	AE2S	Financial Model Updates	4						4	\$1,308	\$37	320	\$81,000	\$4,050	20	\$5,900	\$295	\$91,282	4	\$1,308	\$91,282	\$92,590
B	AE2S	Cost Allocation Model Update	4						4	\$1,308	\$37	56	\$14,536	\$727	20	\$5,900	\$295	\$21,495	4	\$1,308	\$21,495	\$22,803
C	AE2S	Alternative Cost Allocation Model Development	4						4	\$1,308	\$37	92	\$23,032	\$1,152	20	\$5,900	\$295	\$30,416	4	\$1,308	\$30,416	\$31,724
D	AE2S	Finalize Project Ops, Maint., Admin., and Reserve (OMAR Assumptions)	24	24					48	\$15,696	\$440	160	\$43,240	\$2,162	100	\$20,750	\$1,038	\$67,630	48	\$15,696	\$67,630	\$83,326
E	AE2S	Water Distro Contract Financial Exhibits Development	4						4	\$1,308	\$37	180	\$46,840	\$2,342	20	\$5,900	\$295	\$55,414	4	\$1,308	\$55,414	\$56,722
Totals For Basic Services			230	70	46	40	40	40	466	122,608	\$4,376	1,680	\$467,567	\$23,380	2,497	\$538,048	\$26,902	\$1,060,273	466	\$122,608	\$1,060,273	\$1,182,881
PROJECT TOTALS			230	70	46	40	40	40	466	\$122,608	\$4,376	1,680	\$467,567	\$23,380	2,497	\$538,048	\$26,902	\$1,060,273	466	\$122,608	\$1,060,273	\$1,182,881



Garrison
DIVERSION

Garrison Diversion Conservancy District
Red River Valley Water Supply Project
RRVWSP TO 9610 - 2025-27 Biennium User Outreach and Financial Modeling Support
BV Project No. TBD
Burian & Associates

Task	Lead Firm	Position						Labor Detail	Labor Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Burian	Stauss	Mowat	Kelly	Hall/Vasconcelos/Teason	Burian Level of Effort (hrs)	Labor Cost	Travel	Total Expense	Burian Level of Effort (hrs)	Burian Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES															
1		Task Order Management and Administration	97	78	0	38	0	213	\$51,825	\$0	\$0	213	\$51,825	\$0	\$51,825
A	BV	General Project Management (19 months)	57	38		38		133	\$31,825		\$0	133	\$31,825	\$0	\$31,825
B	BV	Host Monthly User Engagement Conference Calls/Meetings (40)	40	40				80	\$20,000		\$0	80	\$20,000	\$0	\$20,000
2		Coordination w/ GDCD/LAWA Boards and Committees	223	0	80	0	0	303	\$79,385	\$5,899	\$5,899	303	\$79,385	\$5,899	\$85,284
A	BA/AE2S	Financial Advisory Committee (FAC) (estimated 10 meetings)	60					60	\$17,700	\$1,269	\$1,269	60	\$17,700	\$1,269	\$18,969
B	BA/AE2S	Technical Advisory Committee (TAC) (estimated 10 meetings)	60		80			140	\$31,300	\$1,269	\$1,269	140	\$31,300	\$1,269	\$32,569
D	BA/AE2S	User Outreach for LAWA Board(estimated 10 meetings)	55					55	\$16,225	\$1,269	\$1,269	55	\$16,225	\$1,269	\$17,494
E	BA/AE2S	User Outreach Updates to Quarterly GDCD Board (estimated 6 meetings)	48					48	\$14,160	\$1,088	\$1,088	48	\$14,160	\$1,088	\$15,248
3		Communication/Outreach with MOC Signers	90	180	88	0	256	614	\$116,663	\$761	\$761	614	\$116,663	\$761	\$117,424
A	BA	Update and Maintain User Database for Record of Communications	10	80				90	\$19,203		\$0	90	\$19,203	\$0	\$19,203
B	BA	Bi-monthly Project User Communications (10)	20	40	40		160	260	\$44,900		\$0	260	\$44,900	\$0	\$44,900
C	BA	Followup User Meetings for MOC signatories (6 est.)	60	60	48		96	264	\$52,560	\$761	\$761	264	\$52,560	\$761	\$53,321
4		Meetings with Individual MOC Signatories in Support of the Water Distribution Contract	319	156	172	0	512	1,187	\$232,125	\$7,040	\$7,040	1,187	\$232,125	\$7,040	\$239,165
A	BA	Initial User Meeting to Present Water Distribution Contract (estimated 8)	64	32	32		128	256	\$50,080	\$1,450	\$1,450	256	\$50,080	\$1,450	\$51,530
B	BA	Follow-up Meeting for Water Distribution Contract (8)	64	32	32		128	256	\$50,080	\$1,450	\$1,450	256	\$50,080	\$1,450	\$51,530
C	BA	Final User Meetings (estimated 8)	64	32	32		128	256	\$50,080	\$1,440	\$1,440	256	\$50,080	\$1,440	\$51,520
D	BA	Engage Non-MOC Potential Users	64	32	48		128	272	\$52,800	\$1,440	\$1,440	272	\$52,800	\$1,440	\$54,240
E	BA	Support Users with Developing Cooperative Agreements	63	28	28			147	\$29,085	\$1,260	\$1,260	147	\$29,085	\$1,260	\$30,345
5		Refined Financial Modeling	110	0	70	0	0	180	\$44,350	\$0	\$0	180	\$44,350	\$0	\$44,350
A	AE2S	Financial Model Updates	20					20	\$5,900		\$0	20	\$5,900	\$0	\$5,900
B	AE2S	Cost Allocation Model Update	20					20	\$5,900		\$0	20	\$5,900	\$0	\$5,900
C	AE2S	Alternative Cost Allocation Model Development	20					20	\$5,900		\$0	20	\$5,900	\$0	\$5,900
D	AE2S	Finalize Project Ops, Maint., Admin., and Reserve (OMAR Assumptions)	30		70			100	\$20,750		\$0	100	\$20,750	\$0	\$20,750
E	AE2S	Water Distro Contract Financial Exhibits Development	20					20	\$5,900		\$0	20	\$5,900	\$0	\$5,900
Total for Basic Services			839	414	410	38	768	2,497	\$524,348	\$13,700	\$13,700	2,497	\$524,348	\$13,700	\$538,048
PROJECT TOTALS			839	414	410	38	768	2,497	\$524,348	\$13,700	\$13,700	2,497	\$524,348	\$13,700	\$538,048



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
RRVWSP TO 9610 - 2025-27 Biennium User Outreach and Financial Modeling Support
BV Project No. TBD
AE2S

Task	Lead Firm	Position	ENG8	ENG7	ENG4	ENG3	PM3	Labor Detail	Labor Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Gaddie	Dunham	Strombeck	Administrative	Kist	AE2S Level of Effort (hrs)	Labor Cost	Travel	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES															
1		Task Order Management and Administration	94	30	24	6	0	154	\$43,742	\$0	\$0	154	\$43,742	\$0	\$43,742
A	BV	General Project Management (19 months)	54	18	18	6		96	\$26,646		\$0	96	\$26,646	\$0	\$26,646
B	BV	Host Monthly User Engagement Conference Calls/Meetings (40)	40	12	6			58	\$17,096		\$0	58	\$17,096	\$0	\$17,096
2		Coordination w/ GDCD/LAWA Boards and Committees	180	36	18	48	6	288	\$76,038	\$12,500	\$12,500	288	\$76,038	\$12,500	\$88,538
A	BA/AE2S	Financial Advisory Committee (FAC) (estimated 10 meetings)	40	36	18	24		118	\$28,040	\$2,500	\$2,500	118	\$28,040	\$2,500	\$30,540
B	BA/AE2S	Technical Advisory Committee (TAC) (estimated 10 meetings)	40			24	6	70	\$16,298	\$2,500	\$2,500	70	\$16,298	\$2,500	\$18,798
D	BA/AE2S	User Outreach for LAWA Board(estimated 10 meetings)	50					50	\$15,850	\$2,500	\$2,500	50	\$15,850	\$2,500	\$18,350
E	BA/AE2S	User Outreach Updates to Quarterly GDCD Board (estimated 6 meetings)	50					50	\$15,850	\$5,000	\$5,000	50	\$15,850	\$5,000	\$20,850
3		Communication/Outreach with MOC Signers	58	0	0	0	0	58	\$18,386	\$0	\$0	58	\$18,386	\$0	\$18,386
A	BA	Update and Maintain User Database for Record of Communications	4					4	\$1,268		\$0	4	\$1,268	\$0	\$1,268
B	BA	Bi-monthly Project User Communications (10)	18					18	\$5,706		\$0	18	\$5,706	\$0	\$5,706
C	BA	Followup User Meetings for MOC signatories (6 est.)	36					36	\$11,412		\$0	36	\$11,412	\$0	\$11,412
4		Meetings with Individual MOC Signatories in Support of the Water Distribution Contract	253	85	0	34	0	372	\$103,253	\$0	\$0	372	\$103,253	\$0	\$103,253
A	BA	Initial User Meeting to Present Water Distribution Contract (estimated 8)	50	25		10		85	\$22,630		\$0	85	\$22,630	\$0	\$22,630
B	BA	Follow-up Meeting for Water Distribution Contract (8)	75	16		10		101	\$28,431		\$0	101	\$28,431	\$0	\$28,431
C	BA	Final User Meetings (estimated 8)	50	16		10		76	\$20,506		\$0	76	\$20,506	\$0	\$20,506
D	BA	Engage Non-MOC Potential Users	70	20		4		94	\$27,262		\$0	94	\$27,262	\$0	\$27,262
E	BA	Support Users with Developing Cooperative Agreements	8	8				16	\$4,424		\$0	16	\$4,424	\$0	\$4,424
5		Refined Financial Modeling	136	424	248	0	0	808	\$208,648	\$5,000	\$5,000	808	\$208,648	\$5,000	\$213,648
A	AE2S	Financial Model Updates	40	200	80			320	\$81,000		\$0	320	\$81,000	\$0	\$81,000
B	AE2S	Cost Allocation Model Update	8	24	24			56	\$14,536		\$0	56	\$14,536	\$0	\$14,536
C	AE2S	Alternative Cost Allocation Model Development	8	60	24			92	\$23,032		\$0	92	\$23,032	\$0	\$23,032
D	AE2S	Finalize Project Ops, Maint., Admin., and Reserve (OMAR Assumptions)	40	40	80			160	\$43,240		\$0	160	\$43,240	\$0	\$43,240
E	AE2S	Water Distro Contract Financial Exhibits Development	40	100	40			180	\$46,840		\$0	180	\$46,840	\$0	\$46,840
0	0	0	0	0	0			0	\$0	\$5,000	\$5,000	0	\$0	\$5,000	\$5,000
8		Continued Outreach for New MOC's	0	0	0	0	0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	ALL	Outreach to potential MOC Signers						0	\$0		\$0	0	\$0	\$0	\$0
B	ALL	Support User Co-op Agreement Development (7 Anticipated)						0	\$0		\$0	0	\$0	\$0	\$0
Total for Basic Services			721	575	290	88	6	1,680	\$450,067	\$17,500	\$17,500	1,680	\$450,067	\$17,500	\$467,567
PROJECT TOTALS			721	575	290	88	6	1,680	\$450,067	\$17,500	\$17,500	1,680	\$450,067	\$17,500	\$467,567

Agenda Item: Agreements Status Update

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: N/A

Background and Update

There are three agreements in progress which are critical to the development of the RRWSP and coincide with the Split Delivery concept of project delivery. They are as follows and a status update on each agreement is provided below:

Water Supply Agreement

- Agreement between LAWA & Project Owner for delivery of water from McClusky Canal to Sheyenne River Outfall
 - o This agreement is currently being redrafted to align with and compliment an Option #3 governance framework with the State of North Dakota/State Water Commission as the appropriate counterparty to LAWA.

Water Distribution Agreement

- Agreement between LAWA and Users for distribution of water to users
 - o This agreement was originally drafted by the City of Fargo. The City of Grand Forks provided their first draft comments. Fargo has updated and returned a revised document responding to Grand Forks' comments. Fargo and Grand Forks are collaboratively refining the agreement and will then provide to LAWA for review.
 - o An executive summary is being finalized with the goal of having an agreed upon version of the summary by all three entities in advance of user outreach efforts to take place in late October.

Thompson-Acker (TA) Agreement

- Agreement between LAWA, Lake Ashtabula TA rights holders, ND State Water Commission, and ND Department of Water Resources regarding water accounting between TA water, natural flows, and project water.
 - o TA rights holders and LAWA are working collaboratively with the ND Department of Water Resources and awaiting final direction from State regarding water accounting principles within Lake Ashtabula.

- The agreement will be revised and finalized accordingly once final state feedback is provided.

A fourth agreement between the cities of Fargo and Grand Forks pertaining to return and bypass flows on the Red River is also necessary. Both parties intend to negotiate such an agreement over the fall months of this year.



2026 Budget of Analysis Statement
For the period of January 1, 2026 - Aug 31, 2026

Income	Budget 2026	Actual as of 08.31.26	Balance of Budget
Dues Income	\$ 35,000.00	\$ 37,600.00	\$ (2,600.00)
Participant Transfers	\$ 250,000.00	\$ 509,940.55	\$ (259,940.55)
**State Cost-Share	\$ 259,940.55		\$ 259,940.55
Cost Share-Interim Finance			\$ -
Total Income	\$ 544,940.55	\$ 547,540.55	\$ (2,600.00)
Expenses			
Dues Expenses	\$ 6,500.00	\$ 6,575.00	\$ (75.00)
ND Water Users Association	\$ 5,000.00	\$ 5,250.00	\$ (250.00)
ND Water Coalition	\$ 1,000.00	\$ 1,000.00	\$ -
ND Rural Water Systems Assoc.	\$ 500.00	\$ 325.00	\$ 175.00
Org Expenses	\$ 10,800.00	\$ 461.00	\$ 10,339.00
Accounting	\$ 10,000.00		\$ 10,000.00
Directors Expense	\$ -		\$ -
Insurance	\$ 550.00	\$ 461.00	\$ 89.00
Admin Expense	\$ 250.00		\$ 250.00
Legal/Prof Serv	\$ 526,488.25	\$ 181,099.02	\$ 345,389.23
**Ohnstad Twichell, P.C.	\$ 187,982.00	\$ 94,665.50	\$ 93,316.50
**AE2S	\$ 100,000.00	\$ 70,674.14	\$ 29,325.86
**Admin Support	\$ 200,000.00		\$ 200,000.00
Garrison Diversion - Bernhardt	\$ 31,006.25	\$ 15,759.38	\$ 15,246.87
Garrison Diversion - Effertz Law	\$ 7,500.00		\$ 7,500.00
Total Expenses	\$ 543,788.25	\$ 188,135.02	\$ 355,653.23

Beginning Bank Balance 1-1-2026	\$ 72,062.00
Income Received	\$ 547,540.55
Bank Fees	\$ (307.08)
Total Funds Available	\$ 619,295.47

Check #1298 Ohnstad Twichell	\$ 10,214.00
Check #1299 Ohnstad Twichell	\$ 20,053.00
Check #1300 ND Water Coalition	\$ 1,000.00
Check #1301 ND Water Users	\$ 5,250.00
Check #1302 GD CD(Bernhardt)	\$ 7,879.69
Check #1303 Ohnstad Twichell	\$ 10,095.50
Check #1304 Ohnstad Twichell	\$ 10,567.00
Check #1305 Ohnstad Twichell	\$ 9,858.00
Check #1306 GD CD(Bernhardt)	\$ 7,879.69
Check #1307 Ohnstad Twichell	\$ 22,127.00
Check #1308 ND Rural Water	\$ 325.00
Check #1309 Ohnstad Twichell	\$ 4,028.50
Check #1310 AE2S	\$ 70,674.14
Check #1311 Ohnstad Twichell	\$ 3,149.00
Check #1312 Ohnstad Twichell	\$ 4,573.50
Check #1313 Insure Forward	\$ 461.00
Total Expenses	\$ 188,135.02

Ending Bank Balance **\$ 431,160.45**

INSURE FORWARD

Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

INVOICE

Customer	Lake Agassiz Water Authority
Acct #	24091
Date	07/30/2026
Customer Service	Jon Erickson Summer Marshall
Page	1 of 1

Payment Information	
Invoice Summary	\$ 461.00
Payment Amount	
Payment for:	Invoice#529253
GL000321922	

Thank You

Please detach and return to: 



Customer: Lake Agassiz Water Authority

Invoice	Effective	Transaction	Description	Amount
529253	08/12/2026	Renew policy	Policy #GL000321922 08/12/2026-08/12/2027 North Dakota Insurance Reserve Fund 26/27 Renew policy Due Date: 8/22/2026	461.00
				Total
				\$ 461.00
Payment due upon receipt of invoice. We appreciate prompt payment to avoid disruption of coverage.				

Thank You

INSURE FORWARD	(701)293-9540	Date
5808th Ave S Ste 100 Fargo, ND 58104	customer.service@insureforward.com	07/30/2026

Pd ✓ 1313

AUG 12 2026

OHNSTAD TWICHELL, P.C.
Attorneys at Law

18-0014

KJS

Invoice # 219084

P.O Box 458
West Fargo, ND 58078-0458
701-282-3249

Date: July 27, 2026

To: Lake Agassiz Water Authority
Email to: BGrubb@FargoND.gov

LAWIA Legal Support

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	3.1	\$505.00	\$1,565.50
KJS	6.4	\$470.00	\$3,008.00
Total Fees:	9.5		\$4,573.50
Grand Total			✓ \$4,573.50
			Rates
KJS	Katie J. Schmidt, Partner, Supervising Attorney		\$470.00
JTS	John T. Shockley, Partner		\$505.00
AJR	Andrea J. Roman, Paralegal		\$300.00

BLA

OHNSTAD TWICHELL, P.C.
WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

pd ✓ 1312

OHNSTAD TWICHELL, P.C.
Attorneys at Law

18-0014

KJS

Invoice # 217785

P.O Box 458
West Fargo, ND 58078-0458
701-282-3249

Date: July 2, 2026

To: Lake Agassiz Water Authority
Email to: BGrubb@FargoND.gov

LAWA Legal Support

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
KJS	6.7	\$470.00	\$3,149.00
Total Fees:	6.7		\$3,149.00
Total Expenses:			\$0.00
Grand Total			\$3,149.00
			Rates
KJS	Katie J. Schmidt, Partner, Supervising Attorney		\$470.00
JTS	John T. Shockley, Partner		\$505.00
AJR	Andrea J. Roman, Paralegal		\$300.00

Ref

OHNSTAD TWICHELL, P.C.
WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

Pat ✓ 13/11

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

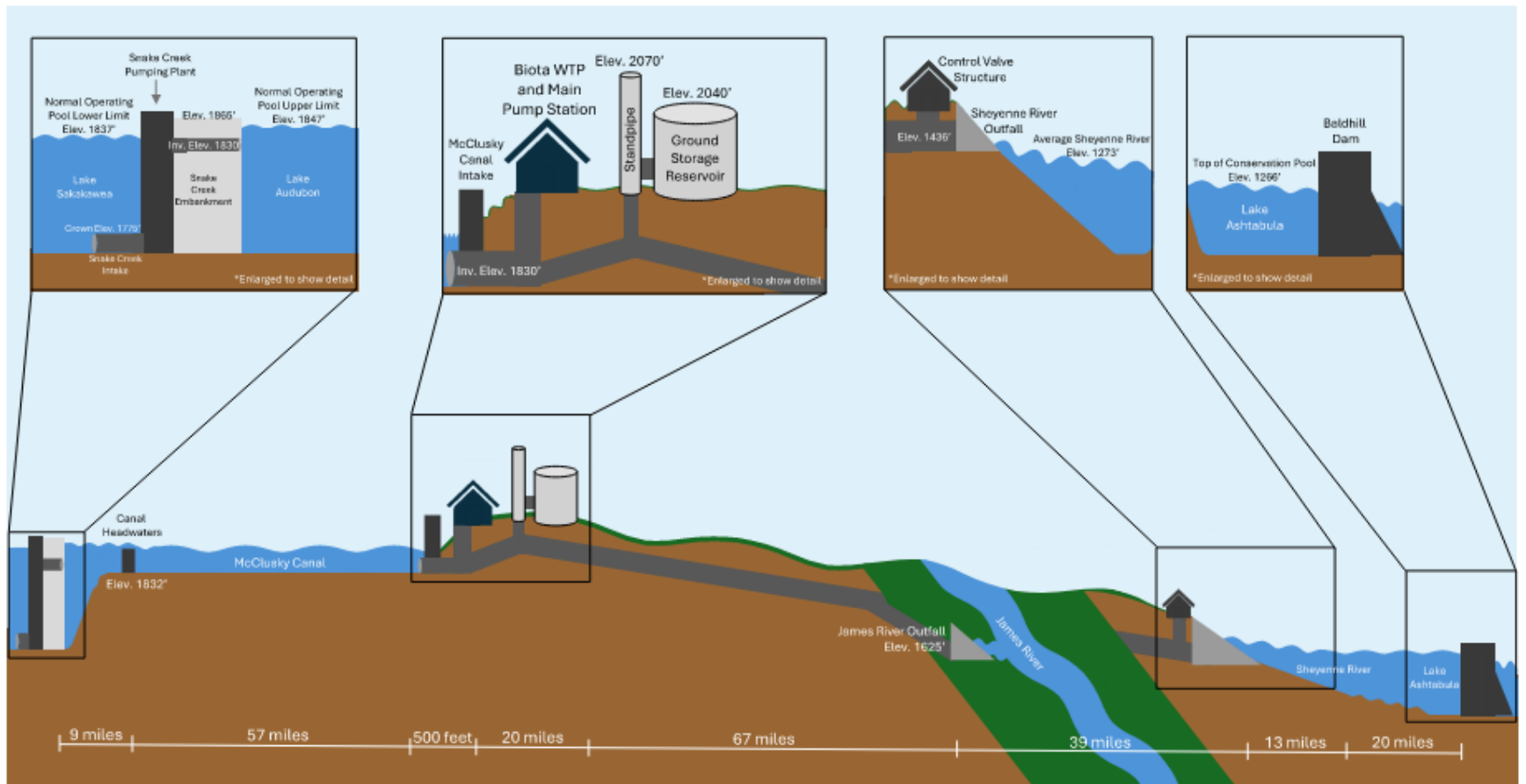


Figure 2 – Conceptual Hydraulic Profile of the Red River Valley Water Supply Project

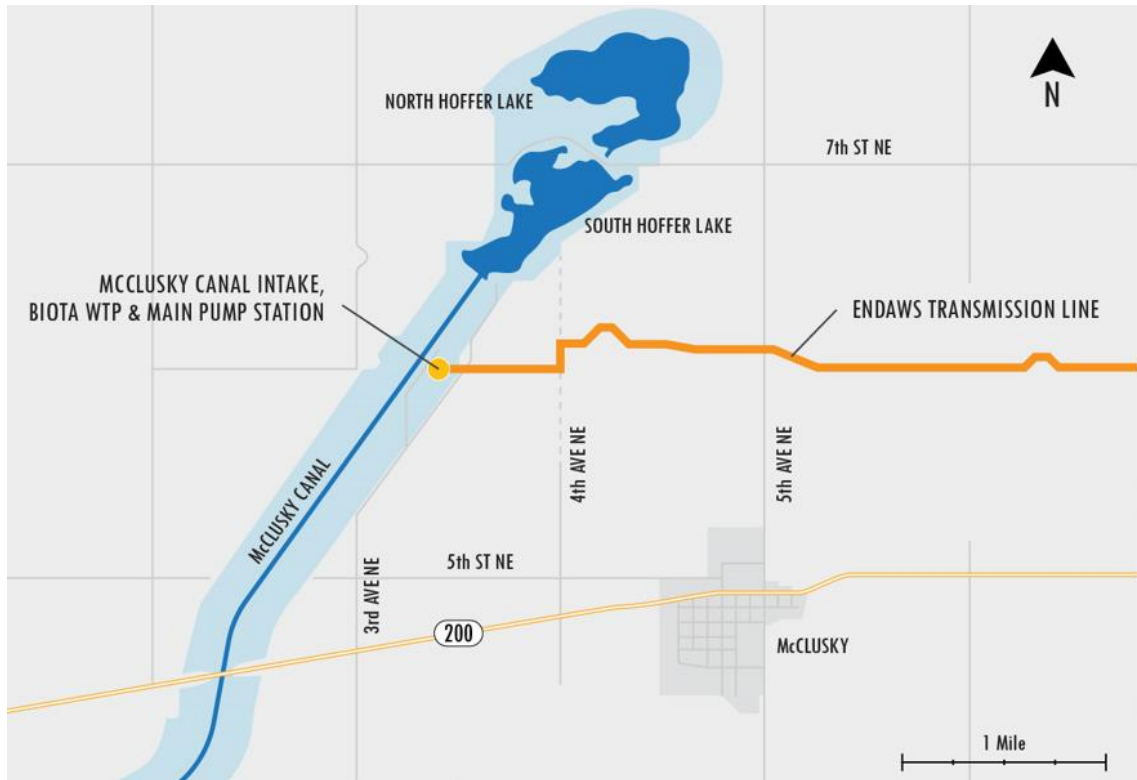


Figure 3 Relationship of the BWTP Site to McCluskey, ND



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	%
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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: _____

Agenda Item: Construction Manager at Risk Selection Committee

Submitted By: Spencer Halvorson, Executive Director

Staff Recommended Action: Provide LAWA Board Chairman the authority to designate three LAWA Board Directors to serve on the Construction Manager at Risk Selection Committee

Background and Recommendation

As part of the CMAR selection process, a selection committee is being formed to review submittals, select finalists, interview finalists, and provide a recommendation for a firm to serve as the CMAR to the LAWA and Garrison Diversion governing boards for the construction of the Biota Water Treatment Plant.

An aligned vision for the selection committee has been reached between LAWA and Garrison Diversion leadership. The selection committee will be composed of three board members from each LAWA and Garrison Diversion, and one representative from the ND Department of Water Resources.

It is recommended that the LAWA Board of Directors provide the LAWA Board Chairman the authority to designate three LAWA Board Directors to serve on the CMAR selection committee on behalf of LAWA.

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.

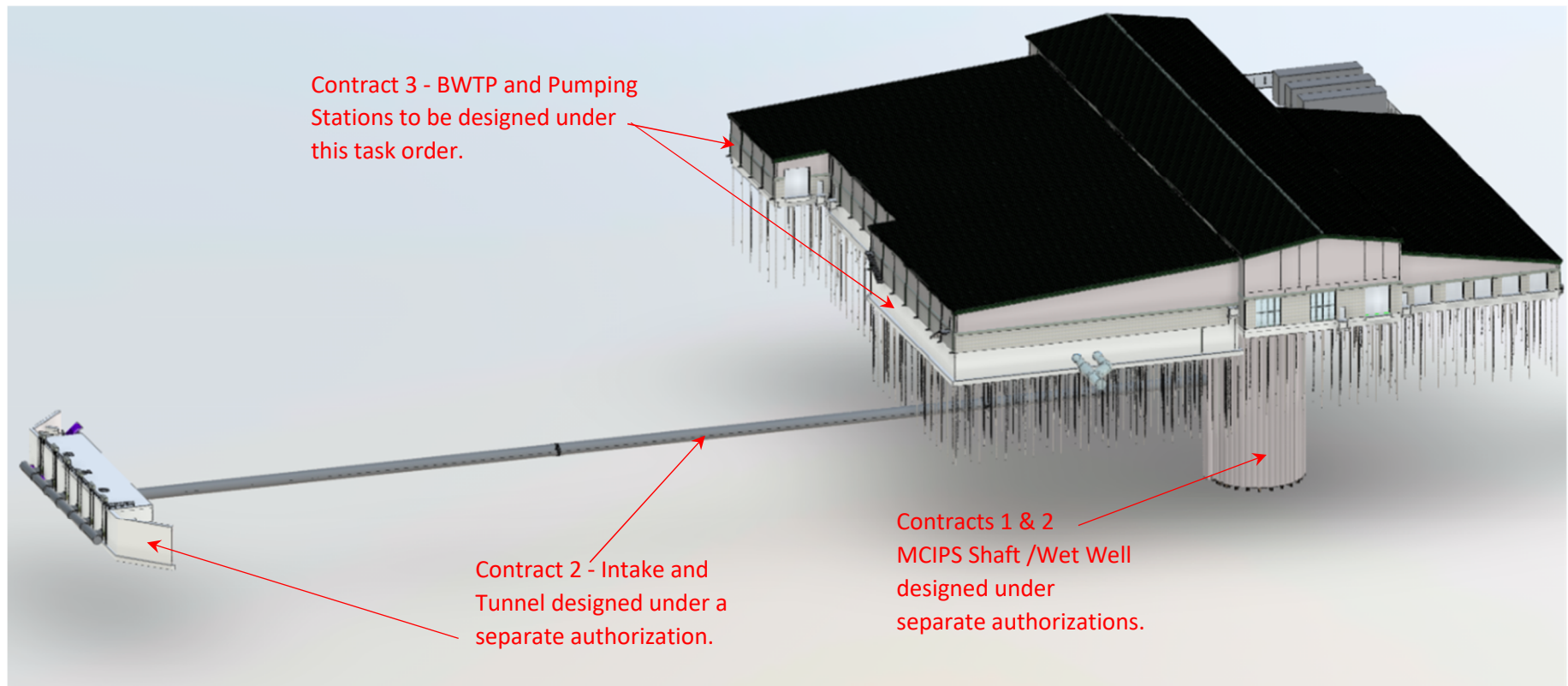
ENDAWS Task Order 3310 – Biota Water Treatment Plant Contract 3

**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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X. PERFORMANCE SCHEDULE	19
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS	19
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

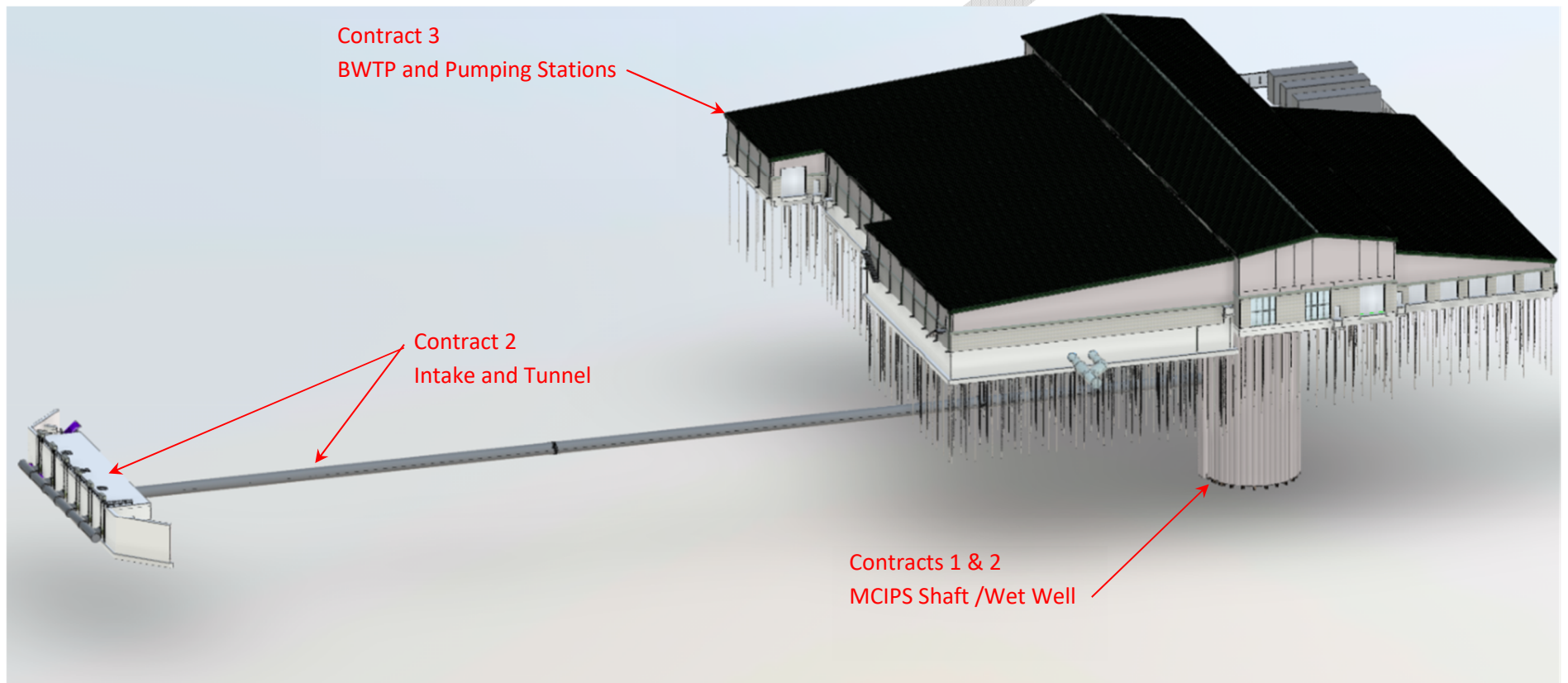
1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the BWTP, MPS, and final sitework (Contract 3). Figure 1 shows an isometric view of the BWTP facilities from the 3D model developed during preliminary design. Items included in this task order and other BWTP construction 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	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	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	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/Buriai	Permitting																									
i	Jlteig/Buriai	Identify Permits/Approvals																									
ii	AE2S	Prepare Permitting Schedule											16														
iii	AE2S	Contractor Provided Permits											8														
iv	Jlteig/Buriai	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



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

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:

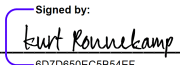
Moving budget from line item 29.10 Artificial Trench Foundation (Allowance) to line item 23.10 Road Maintenance (Allowance) to allow billing for road maintenance work without exceeding 100% on line item 23.10

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.

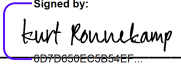
Below is an estimate/proposal from A-Line Corrosion to complete the scope requested from Black & Veatch in the amount of \$31,320.69. If this is to be run through Contract 5D as requested, CCI would ask for a 5% markup on work performed for a total change proposal cost for repair of \$32,886.72.

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
0070050EC0B04EF...

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

**Lake Agassiz
Water Authority**

Name	2018 Dues	2019 Dues	2020 Dues	2021 Dues	2022 Dues	2023 Dues	2024 Dues	2025 Dues	2026 Dues
City of Aneta									
City of Argusville									
City of Binford	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00	\$ 250.00
City of Briarwood	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00	\$ 100.00
City of Buffalo	\$ 250.00	\$ 250.00	\$ 250.00		\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Buxton									
City of Carrington	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Casselton									
City of Clifford	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00		100.00			
City of Colfax	\$ 100.00		\$ 100.00	\$ 100.00	\$ 100.00			\$ 250.00	
City of Cooperstown	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Davenport	\$ 100.00	\$ 250.00		\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Devils Lake	\$ 500.00	\$ 2,000.00							
City of Drayton									
City of East Grand Forks	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
City of Emerado			\$ 100.00						
City of Enderlin	\$ 250.00								
City of Fairmount					\$ 250.00	250.00	\$ 250.00		
City of Fargo	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
City of Forman	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Galesburg				\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00	\$ 100.00
City of Gilby									
City of Grafton	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
City of Grand Forks	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
City of Grandin	\$ 250.00		\$ 100.00		\$ 100.00				
City of Gwinner	\$ 250.00	\$ 100.00		\$ 100.00	\$ 250.00	100.00	\$ 100.00	\$ 100.00	\$ 100.00
City of Hannaford									
City of Havana			\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00	\$ 100.00
City of Hillsboro	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 500.00	\$ 250.00
City of Hope	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00		\$ 250.00
City of Horace	\$ 250.00	\$ 250.00				250.00			
City of Hunter	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00		\$ 250.00
City of Kindred	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00			\$ 250.00
City of Langdon	\$ 500.00	\$ 500.00							
City of Larimore	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00					
City of Lisbon	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Mantador									
City of Manvel	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Mapleton	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of Mayville	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	250.00	\$ 250.00	\$ 250.00	\$ 250.00
City of McVillie	\$ 250.00	\$ 250.00		\$ 250.00	\$ 250.00	250.00			
City of Minto		\$ 100.00	\$ 100.00						

Name	2018 Dues	2019 Dues	2020 Dues	2021 Dues	2022 Dues	2023 Dues	2024 Dues	2025 Dues	2026 Dues
City of Mooreton	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00	\$ 100.00
City of Mountain	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00	\$ 100.00	\$ 100.00
City of Munich									
City of Neche									
City of Nekoma									
City of Oxbow	\$ 100.00	\$ 100.00	\$ 100.00						
City of Park River	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00		250.00	\$ 250.00		
City of Pillsbury									
City of Sibley	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	100.00	\$ 100.00		
City of Tuttle									
City of Valley City	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
City of Wahpeton	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00				\$ 2,000.00	\$ 2,000.00
City of West Fargo	\$4,000.00		\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Richland County JDA									
Agassiz Water Users District	\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	500.00		\$ 500.00	\$ 500.00
Barnes Rural Water District	\$ 500.00		\$ 500.00	\$ 500.00					
Dakota Rural Water District	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00	\$ 500.00
Cass Rural Water Users District	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Central Plains Water District									
East Cental Regional Water District								\$ 500.00	\$ 2,000.00
Grand Forks Traill Water District									
Greater Ramsey Water District	\$ 500.00	\$ 500.00							
Langdon Rural Water District									
McLean Sheridan Rural Water		\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00	\$ 500.00
Moorhead Public Service							\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Northeast Reg. Water District	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00	\$ 500.00
North Valley Water District									
Ransom-Sargent Water Users									
South Central Reg. Water Dist									
Southeast Water Users District	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00	\$ 500.00
Stutsman Rural Water District	\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00	\$ 500.00
Traill Rural Water District	\$ 250.00								
Tri-County Rural Water District	\$ 250.00								
Walsh Rural Water District		\$ 1,000.00		\$ 1,000.00	\$ 500.00	500.00	\$ 500.00	\$ 500.00	\$ 500.00
TOTAL	\$34,250.00	\$31,500.00	\$ 30,700.00	\$33,000.00	\$26,400.00	30,650.00	\$ 33,300.00	\$ 35,700.00	\$ 37,600.00



YTD Billing



Reset

Year

All

Project Name

All

Consultant

All

Commitment Number

All

YTD

12 Month
Lookback

Custom

YTD Monthly Billing Summary

Consultant	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Total
⊕ Black & Veatch Corporation	790,011.91	390,791.69	507,605.23	435,314.29	690,639.97	596,236.55	550,257.94	666,691.32	4,627,548.90
⊕ Advanced Engineering and Environmental Services, LLC	621,290.99	201,063.29	214,734.38	235,353.11	313,678.60	577,167.03	648,406.11	612,926.45	3,424,619.96
⊕ American Engineering Testing, Inc.	12,290.38		2,781.00	5,462.00	10,048.67	21,410.85		25,099.48	77,092.38
⊕ Apex Engineering Group	3,920.00	2,080.00	1,484.00	21,523.74	7,965.00	19,028.50	3,445.50	3,847.50	63,294.24
⊕ Braun Intertec Corporation	6,743.00			1,635.50	1,668.20	3,044.80		12,838.00	25,929.50
⊕ Burian & Associates	32,191.25	11,375.00		68,277.25	14,901.25	9,355.00	43,092.90	27,410.60	206,603.25
⊕ E-Builder	108,115.88				6,562.50	2,187.50			116,865.88
⊕ Houston Engineering, Inc.					1,597.25				1,597.25
⊕ Material Testing Services, LLC		262,813.00	229,100.00		51,351.00	156,345.00		-20,065.00	679,544.00
⊕ Moore Engineering	71,556.46	3,298.17				25,275.50	59,233.34	67,223.82	226,587.29
⊕ Prairie Soil Consulting, LLC	16,233.41								16,233.41
⊕ Stantec Consulting Services, Inc.	50,082.72						186,665.08		236,747.80
⊕ Ulteig Engineers Inc	4,718.25	1,044.00	812.00	842.25		2,985.50	9,031.83	3,022.00	22,455.83
⊕ Verdantas	24,240.00	32,000.00	6,000.00		48,512.00				110,752.00
⊕ Veteran Testing and Inspecting, LLC	4,319.00	1,018.00		1,440.00	2,463.00	7,856.00	11,464.00	2,752.00	31,312.00
⊕ Wilson Water Group, LLC	6,255.00		1,350.00	2,115.00		1,170.00		315.00	11,205.00
⊕ Kirivong Engineering Architecture					7,175.00	6,475.00			13,650.00
Total	1,751,968.25	905,483.15	963,866.61	771,963.14	1,156,562.44	1,428,537.23	1,511,596.70	1,402,061.17	9,892,038.69

Consultant Billing Summary

Consultant	Billing Amt	% of Total
⊕ Black & Veatch Corporation	4,627,548.90	46.8%
⊕ Advanced Engineering and Environmental Services, LLC	3,424,619.96	34.6%
⊕ American Engineering Testing, Inc.	77,092.38	0.8%
⊕ Apex Engineering Group	63,294.24	0.6%
⊕ Braun Intertec Corporation	25,929.50	0.3%
⊕ Burian & Associates	206,603.25	2.1%
⊕ Houston Engineering, Inc.	1,597.25	0.0%
⊕ Material Testing Services, LLC	679,544.00	6.9%
⊕ Moore Engineering Inc.	226,587.29	2.3%
⊕ Prairie Soil Consulting, LLC	16,233.41	0.2%
⊕ Stantec Consulting Services, Inc.	236,747.80	2.4%
⊕ Ulteig Engineers Inc	22,455.83	0.2%
⊕ Verdantas	110,752.00	1.1%
⊕ Veteran Testing and Inspecting, LLC	31,312.00	0.3%
⊕ Wilson Water Group, LLC	11,205.00	0.1%
⊕ E-Builder	116,865.88	1.2%
⊕ Kirivong Engineering Architecture	13,650.00	0.1%
Total	9,892,038.69	100.0%



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.	Series D	GDCCD									
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCCD direct costs associated with the Red River Valley Water Supply Project.							\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.	Series D	RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55			
	Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners.				ENDAWS	\$ 0.49	\$ 0.37	\$ 0.12					
	Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.				ENDAWS Facilities	\$ 2.00	\$ 1.50	\$ 0.50					
3.	Transmission Pipeline East Contract 5C	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Series D	Prof Svcs							\$ 5.64	\$ 4.23	\$ 1.41
	Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Nov-23						\$ 76.66	\$ 57.50	\$ 19.17
4.	Transmission Pipeline East Contract 5D	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Series D	Prof Svcs							\$ 5.47	\$ 4.10	\$ 1.37
	Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Oct-23						\$ 59.38	\$ 44.53	\$ 14.84
5.	RRV Transmission Pipeline Contract 6A	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Series D	Prof Svcs							\$ 5.47	\$ 4.10	\$ 1.37
	Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Dec-24						\$ 52.53	\$ 39.40	\$ 13.13
6.	ENDAWS Transmission Pipeline Contract 3	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Series D	ENDAWS									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.				Aug-23	\$ 3.06	\$ 2.29	\$ 0.76					
7.	Transmission Pipeline East Contracts 4A and 4B	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Series D	Prof Svcs									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).				Feb-24				\$ 7.18	\$ 5.39	\$ 1.80		



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	RRV Transmission Pipeline Contract 7	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Series D Aug-23	Prof Svcs									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.							\$ 2.93	\$ 2.19	\$ 0.73			
	Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												
9.	McClusky Canal Intake and Pumping Station	Siting; passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Series D Feb-24	Prof Svcs									
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal.				\$ 0.75	\$ 0.56	\$ 0.19						
	Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.												
10.	Biota Water Treatment Plant and Main Pumping Station	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Series D Feb-24	Prof Svcs									
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility.				\$ 2.87	\$ 2.15	\$ 0.72						
	Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
11.	Hydraulic Break Tanks	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Series D Feb-24	Prof Svcs									
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide.				\$ 0.37	\$ 0.28	\$ 0.09						
	Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.												
12.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Series D Feb-24	Vend & Prof Svcs									
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.							\$ 0.50	\$ 0.37	\$ 0.12			
	Need: Create greater efficiency and documentation for voluminous amount of construction related documents.												
13.	Prg Mgmt to Support Larger Spend and Expanded Team	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Series D Aug-23	Prof Svcs									
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.							\$ 0.65	\$ 0.49	\$ 0.16			
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												
14.	Outreach, Plng, and Design to Secure User Commitments	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Series D Aug-23	Prof Svcs									
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.							\$ 1.69	\$ 1.27	\$ 0.42			
	Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.												



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Operational Planning and Asset Management Phase 3	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs									
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.							\$ 0.62	\$ 0.46	\$ 0.15			
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.												
16.	Financial Planning Support	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs									
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.							\$ 0.59	\$ 0.44	\$ 0.15			
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
17.	McClusky Canal Hydraulic & Water Quality Investigation	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs									
	Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project.				\$ 0.44	\$ 0.33	\$ 0.11						
	Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.												
18.	ENDAWS Facilities Site Development Contract 1	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Apr-25	Prof Svcs									
	Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.				\$ 0.88	\$ 0.66	\$ 0.22						
	Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.												
19.	ENDAWS BWTP Piloting and Treatability Study	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs									
	Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration.					\$ -	\$ -	\$ 0.87	\$ 0.65	\$ 0.22			
	Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.												
20.	ENDAWS Facilities Supplemental Geotechnical Invest.	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Apr-25	Prof Svcs									
	Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design.				\$ 0.89	\$ 0.66	\$ 0.22						
	Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.												
21.	ENDAWS Transmission Pipeline Contract 2	10± mi of 72" pipeline, including one 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svcs									
	Scope: Final design (30% docs to 90% plans and specs).				\$ 1.78	\$ 1.34	\$ 0.45						
	Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.												



2023 to 2025 Biennium Work Plan

(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
22.	ENDAWS Transmission Pipeline Contract 1	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Series E	Apr-25	Prof Svcs	\$ 1.95	\$ 1.46	\$ 0.49						
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.													
	Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.													
23.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	Series D	RRVWSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.30	\$ 4.72	\$ 1.57	
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.													
	Need: Address and pay for changes that are sure to occur.		Series E											MR&I
TOTAL PROGRAM BUDGET						\$ 15.48	\$ 11.61	\$ 3.87	\$ 19.02	\$ 14.27	\$ 4.76	\$ 211.50	\$ 158.62	\$ 52.87

Notes:

- Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
- Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
- Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
- Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damage, and field obstructions. Estimates include pipeline easements required for the ENDAWS east/west pipeline and remaining easements from the beginning of the Contract 4 transmission main to the Sheyenne River Outfall, with most located in Wells County.
- Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items appearing in blue italics have been updated to reflect adjustments made for actual amounts contracted. Items shown in black text are pending. Items highlighted in yellow have changed from the previous version of the Work Plan.



2025-27 Expanded Biennium Workplan																			
(\$423.33M Total Funding: \$150.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))																			
No.	Scope of Work	Feature	Date Task Orders Auth	Note	Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP.	--	GD CD	RRVWSP					\$ 1.00	\$ 0.75	\$ 0.25							
	Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here.																		
	Need: Budget allocation for GD CD direct costs associated with the Red River Valley Water Supply Project.																		
2.	Property, Easements, and Crop Damage Payments ⁴	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg	RRVWSP					\$ 1.82	\$ 1.37	\$ 0.46							
	Scope: Crop damage payments to landowners and easement costs.																		
	Need: Treat landowners right and live up to commitments.																		
3.	Red River Valley Transmission Pipeline Contract 6B	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	TO5662	TO5562	RRVWSP												\$ 5.86	\$ 4.39	\$ 1.46
	Dec-25		Prof Srvs																
	Feb-26		Const, 2028 Fin																
4.	Red River Valley Transmission Pipeline Contract 6C	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	TO5662	TO5563	RRVWSP												\$ 6.20	\$ 4.65	\$ 1.55
	Dec-25		Prof Srvs																
	Feb-26		Const, 2028 Fin																
5.	Red River Valley Transmission Pipeline Contract 7A	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	TO5662	TO5571	RRVWSP												\$ 5.67	\$ 4.25	\$ 1.42
	Dec-25		Prof Srvs																
	Feb-26		Const, 2028 Fin																
6.	ENDAWS BWTP Ct 3 Final Design & Procurement Services	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	TO3310	Prof Srvs	MR&I	\$ 16.02	\$ 12.01	\$ 3.00	\$ 1.00										
	Oct-26																		
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	TO2240/Aug-26	Prof Srvs	RRVWSP					\$ 0.10	\$ 0.08	\$ 0.03							
	1Q27		Prof Srvs																
8.	ENDAWS BWTP Ct 1 Site Dev & Wet Well Excavation	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	TO2650/2550	Prof Srvs	MR&I								\$ 2.13	\$ 1.60	\$ 0.40	\$ 0.13			
	Aug-26																		
	Oct-26		Const																



2025-27 Expanded Biennium Workplan																			
(\$423.33M Total Funding: \$150.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))																			
No.	Scope of Work	Feature	Date Task Orders Auth	Note	Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
9.	ENDAWS BWTP Ct 2 Intake, Tunnel, & Shaft Liner	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	TO2360/2660	Prof Srvs	MR&I	\$ 1.02	\$ 0.77	\$ 0.19	\$ 0.06										
	2Q27		Const	MR&I					\$ 19.00	\$ 14.25	\$ 3.56	\$ 1.19							
	4Q26		Prof Srvs	MR&I					\$ 1.90	\$ 1.43	\$ 0.36	\$ 0.12							
10.	ENDAWS BWTP Ct 4 Power Supply	Electrical system planning, envirotmental studies, land acquisition tasks to support a new power supply to the biota water treatment plant and associated pumping stations.	TO3240/Aug-26	Prof Srvs	OBBBA	\$ 0.70	\$ 0.52	\$ 0.13	\$ 0.04										
	Mar-27		WAPA	OBBBA					\$ 2.00	\$ 1.50	\$ 0.38	\$ 0.13							
	Dec-26		Central Power	OBBBA					\$ 1.80	\$ 1.35	\$ 0.34	\$ 0.11							
11.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	TO 1630																
	Sep-25		Prof Srvs	RRVWSP					\$ 0.69	\$ 0.52	\$ 0.17								
12.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	TO 1610																
	Apr-26		Prof Srvs	RRVWSP					\$ 0.89	\$ 0.66	\$ 0.22								
13.	Project Participation Agreement Support	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	TO 9610																
	Apr-26		Prof Srvs	RRVWSP					\$ 1.18	\$ 0.89	\$ 0.30								
14.	Operational Planning Phase 4	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	TO 1620	Prof Srvs	RRVWSP					\$ 0.17	\$ 0.12	\$ 0.04							
	Apr-26		Prof Srvs	RRVWSP					\$ 1.33	\$ 1.00	\$ 0.33								
15.	Financial Planning Support (combined with Item 13)	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.																	
	Apr-26		Prof Srvs					\$ -	\$ -	\$ -									



2025-27 Expanded Biennium Workplan

(\$423.33M Total Funding: \$150.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

September 28, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
16.	ENDAWS Transmission Pipeline Contract 3	10.7+/- mi of 72” pipe. Pipeline extends east from Contract 2B to a termination point 4 miles east of Hurdsfield.	TO5535/5635																
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		4Q26	Const	OBBBA								\$ 70.00	\$ 52.50	\$ 13.13	\$ 4.38			
	Need: Continue progress of transmission pipeline installation for completion of program by the target end date.		4Q26	Prof Srvs	OBBBA								\$ 7.00	\$ 5.25	\$ 1.31	\$ 0.44			
17.	ENDAWS Transmission Pipeline Contract 2B	5+/- mi of 72” pipe and 96” tunnel(s). Pipeline extends east from Contract 2A to a termination point east of the Sheridan/Wells County line (24th Ave SE).	TO5526/5626																
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		4Q26	Const	OBBBA								\$ 39.40	\$ 29.55	\$ 7.39	\$ 2.46			
	Need: Continue progress of transmission pipeline installation for completion of program by the target end date.		4Q26	Prof Srvs	OBBBA								\$ 3.90	\$ 2.93	\$ 0.73	\$ 0.24			
18.	ENDAWS BWTP Ct 3 CMAR Part I	Plan for building a 165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements. Chloramines for residual disinfectant in pipeline.	1Q27	Const	MR&I														
	Scope: Part I planning, scheduling, constructability reviews, cost estimating services, value engineering services prior to negotiation of a guaranteed maximum price by the Construction Manager at-Risk.												\$ 1.00	\$ 0.75	\$ 0.19	\$ 0.06			
	Need: Alternative delivery of construction using CMAR.																		
19.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.			State/Local			\$ 0.17	\$ 0.06	\$ 0.79	\$ 0.28	\$ 0.51			\$ 4.62	\$ 1.12	\$ 10.12	\$ 7.59	\$ 2.53
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.				MR&I	\$ 0.86	\$ 0.64						\$ 9.03	\$ 3.29					
	Need: Address and pay for changes that are sure to occur.				OBBBA	\$ 0.03	\$ 0.03						\$ 6.92	\$ 6.92					
TOTAL PROGRAM BUDGET						\$ 18.62	\$ 13.97	\$ 3.49	\$ 1.16	\$ 8.26	\$ 5.89	\$ 2.37	\$ 184.45	\$ 136.58	\$ 36.21	\$ 11.65	\$ 212.55	\$ 159.41	\$ 53.14
BIENNIUM PROGRAM FUNDING		Funding Agency		Spend	Budget	Delta	Cont (\$)	Cont (%)	Projects										
		Federal (MR&I)		\$ 50.00	\$ 50.00	\$ -	\$ 3.93	7.9%	\$ 46.07										
		Federal (OBBBA)		\$ 100.00	\$ 100.00	\$ -	\$ 6.95	6.9%	\$ 93.05										
		State		\$ 205.00	\$ 205.00	\$ -	\$ 12.65	6.2%	\$ 192.35										
		Local		\$ 68.33	\$ 68.33	\$ -	\$ 4.21	6.2%	\$ 64.12										
		Grand Total		\$ 423.33	\$ 423.33	\$ -	\$ 27.75	6.6%	\$ 395.58	\$ 423.33									

Notes:

- Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
- Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
- Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
- Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.
- Items appearing in blue bold are progressing with task orders and contracts issued to the engineering team and contractors, respectively. Items shown in black text are pending. Items highlighted in yellow have changed from the previous version of the Workplan.