

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
- Program Schedule

Bold = Action Item

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, GDCC, 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

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



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
58th 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

LAWA 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

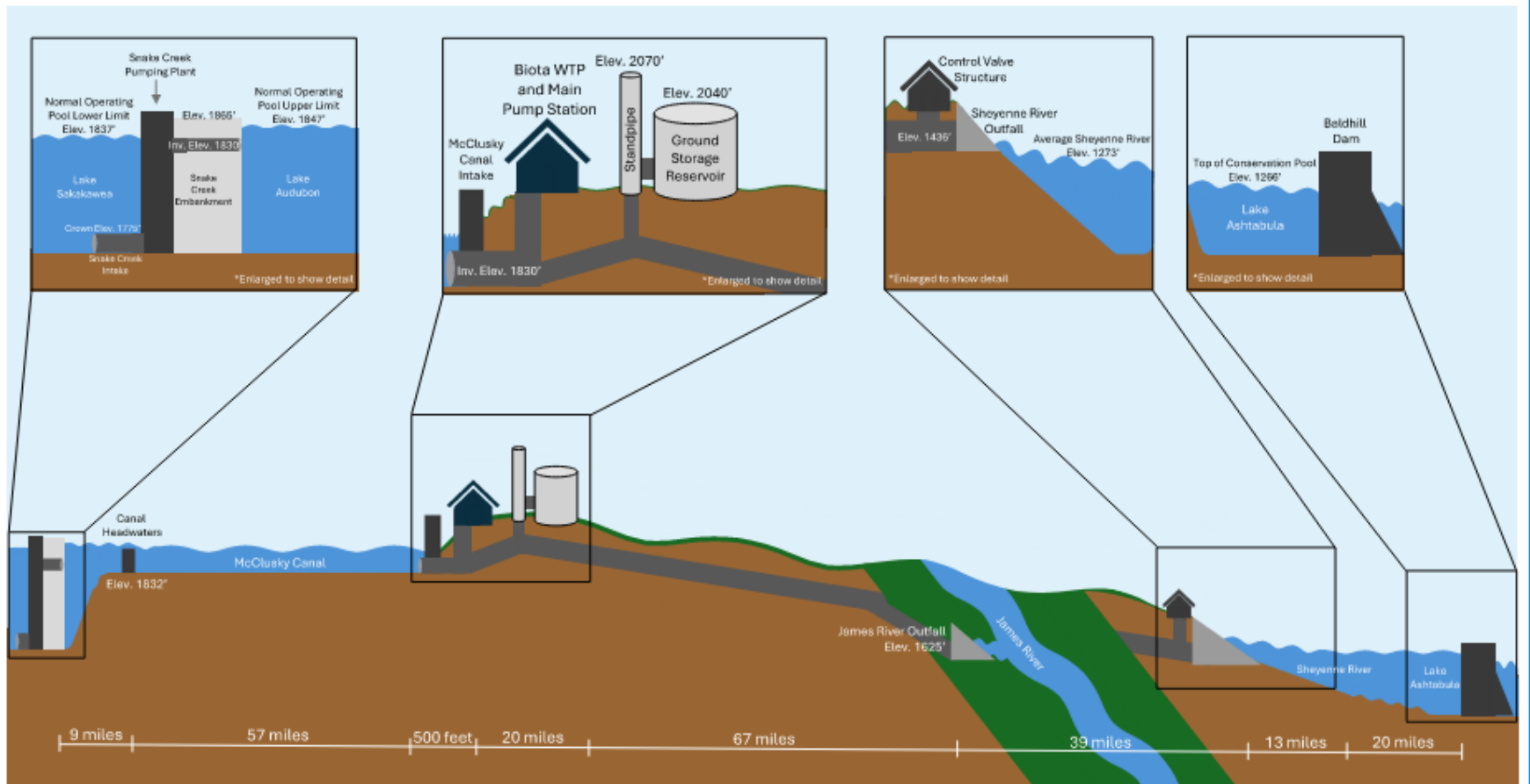


Figure 2 – Conceptual Hydraulic Profile of the Red River Valley Water Supply Project

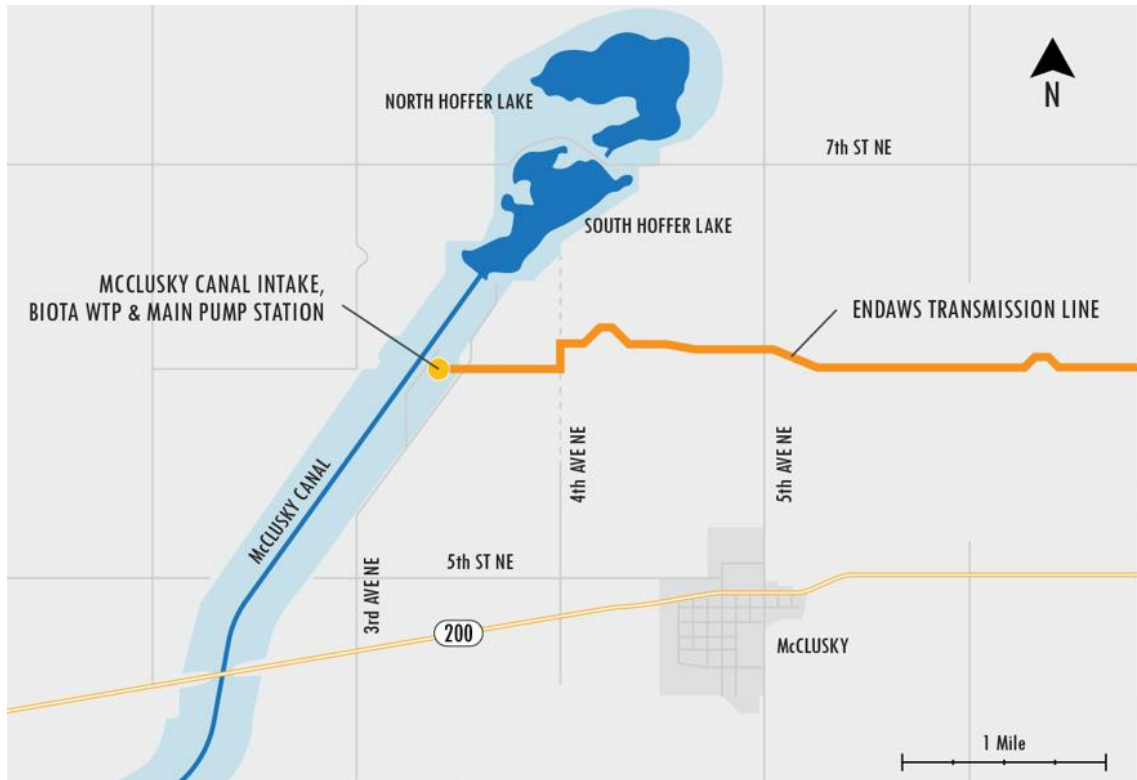


Figure 3 Relationship of the BWTP Site to McCluskey, ND



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

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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: _____

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.

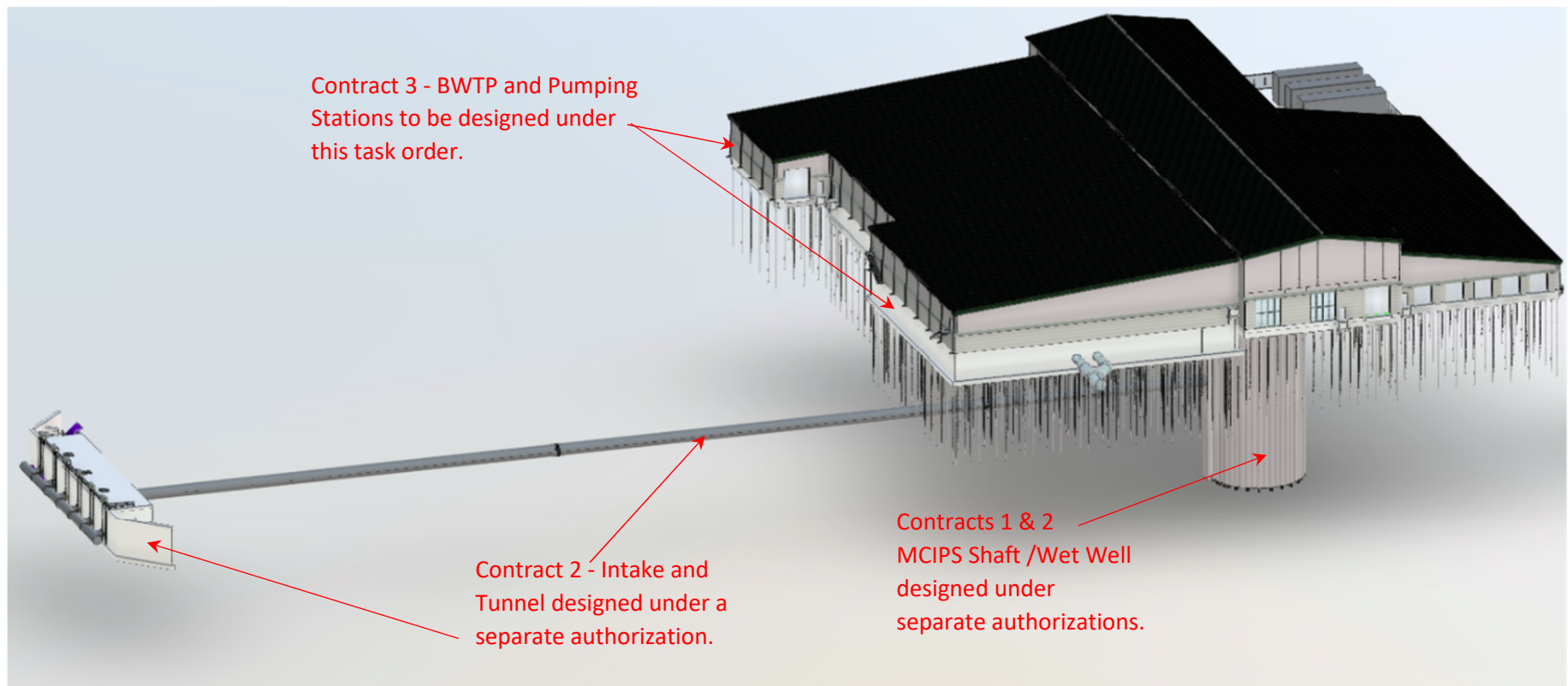
ENDAWS Task Order 3310 – Biota Water Treatment Plant Contract 3

**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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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

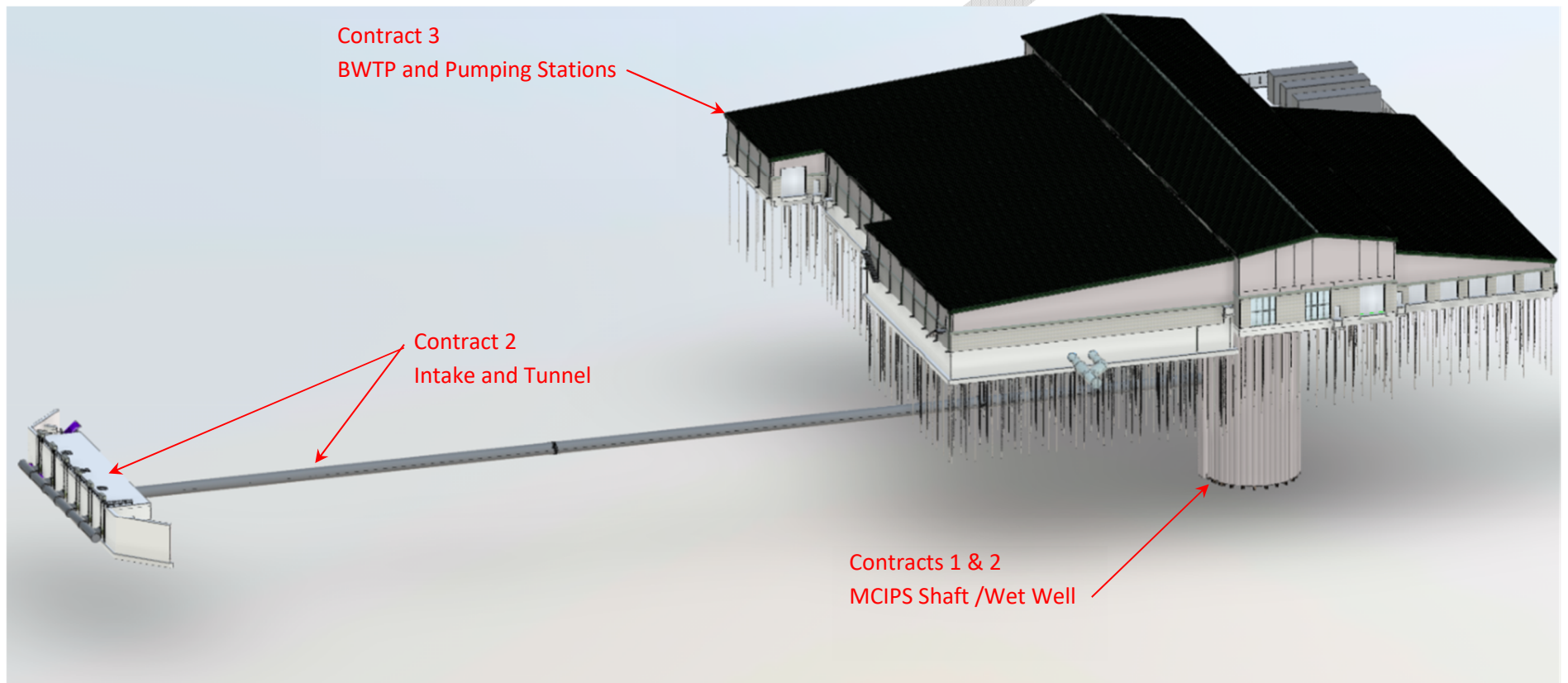
1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the BWTP, MPS, and final sitework (Contract 3). Figure 1 shows an isometric view of the BWTP facilities from the 3D model developed during preliminary design. Items included in this task order and other BWTP construction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

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

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



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/Buria	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:

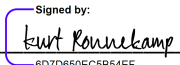
Moving budget from line item 29.10 Artificial Trench Foundation (Allowance) to line item 23.10 Road Maintenance (Allowance) to allow billing for road maintenance work without exceeding 100% on line item 23.10

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.

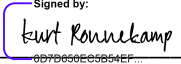
Below is an estimate/proposal from A-Line Corrosion to complete the scope requested from Black & Veatch in the amount of \$31,320.69. If this is to be run through Contract 5D as requested, CCI would ask for a 5% markup on work performed for a total change proposal cost for repair of \$32,886.72.

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