

**GARRISON DIVERSION CONSERVANCY DISTRICT  
BOARD OF DIRECTORS  
Garrison Diversion Conservancy District  
Carrington, North Dakota  
January 8 & 9, 2026**

**A G E N D A**

**January 8**

- 1:30 p.m. I. Call to Order & Pledge of Allegiance – Jay Anderson
- 1:31 p.m. II. Roll Call – Lisa Schafer
- 1:32 p.m. III. Announcements and Introductions – Jay Anderson
- 1:33 p.m. IV. Public Comment Period – Jay Anderson
- 1:48 p.m. V. **Reading and Consideration of Minutes** – Jay Anderson
  - A. >**Board of Directors – October 16 & 17, 2025**
  - B. >**Special Meeting – November 24, 2025**
  - C. >**Special Meeting – December 16, 2025**
- 1:50 p.m. VI. Officers and Committee Reports
  - A. Chairman & Executive Committee Reports – Jay Anderson
    - 1. Financial Report – Merri Mooridian
      - a. >**\*GDCD Financial Statements**
      - b. >Budget Timeline
      - c. \*Audit Engagement Letter (*Handout*)
      - d. \*Affirmation of Banks
    - 2. Missouri River Joint Water Board – Wade Bachmeier & Ken Royse
      - a. >**\*Educate, Advocate and Engage Program**
      - b. >**\*Missouri River Recovery Implementation Committee**
  - B. Vice Chairman Report – Greg Bischoff
  - C. Second Vice Chairman Report – Jeff LeDoux
  - D. First Report of the Nominating Committee – Kelly Klosterman
    - 1. >Executive Committee Election Information
  - E. Public Relations Committee – Nikki Boote
    - 1. >Task Order GF 1.50 - 2026 Strategic Communications Services
  - F. Engineering & Operations Committee – Mike Tweed
  - G. MR&I Committee
    - 1. MR&I Program Report – Larry Kassian
      - a. >Water Supply Assistance Grant Program Outstanding Projects
      - b. >Construction Report – Duane DeKrey
    - H. Red River Valley Committee – Jason Siegert
- 2:30 p.m. VII. Department of Water Resources Report – Reice Haase
- 3:30 p.m. **COFFEE BREAK**

3:45 p.m. VIII. Red River Valley Water Supply Project Update
 

- A. Financial Update – Merri Mooridian
  - 1. Interim Financing Agreement Series F
- B. >Construction Work Plan Update – Kip Kovar
  - 1. 2025 Review
  - 2. 2026 Preview
- C. Construction Change Orders – Kip Kovar
  - 1. >Change Order No. 7 – Garney Construction
  - 2. >Change Order No. 2 – Oscar Renda Contracting
- D. Construction Bid Awards – Kip Kovar
  - 1. >Contract 6B and Contract 6C
  - 2. >Contract 7A
- E. >Construction Phase Services Task Order 5662 – Kurt Ronnekamp
- F. Biennium Work Plan/Budget Updates – Kip Kovar
  - 1. >2023-2025 Biennium Work Plan
  - 2. >2025-2027 Biennium Work Plan
- G. Treatment Plant Power Supply – Paul Boersma
- H. >Program Schedule – Kip Kovar

4:30 p.m. IX. LAWA Update – Brent Bogar

4:35 p.m. X. >Bureau of Reclamation Report – Darrin Goetzfried

4:40 p.m. XI. **Executive Committee Nominations from the Floor** – Jay Anderson

4:50 p.m. **RECESS**

5:00 p.m. ***Social at the Garden Gate – Sponsored by American Pipe***

**January 9**

8:30 a.m. XII. Washington, DC, Report – Luke D. Johnson, Bernhardt Group

8:45 a.m. XIII. O&M Update – Ryan Anderson
 

- A. Slide Repair

8:55 a.m. XIV. >Irrigation Update – Ryan Anderson
 

- A. >2026 Map

9:00 a.m. XV. ND Water Users/Irrigation Assoc. Report – Dani Quissell
 

- A. >Irrigation Association's Annual Report

9:10 a.m. XVI. Burleigh County – Duane DeKrey/Tami Norgard
 

- A. >**Resolution & Petition**
- B. >GDCD Benefits to Burleigh County

9:30 a.m. XVII. >2025 Garrison Diversion Accomplishments – Duane DeKrey

9:35 a.m. XVIII. >**2026 Draft Garrison Diversion Work Plan** – Duane DeKrey

9:45 a.m. XIX. Trip Reports
 

- A. Family Farm Alliance
- B. >National Water Resources Association

9:55 a.m. XX. General Manager's Report – Duane DeKrey  
A. >GDCD Administrative Support for LAWA

10:10 a.m. XXI. Executive Committee Election – Jay Anderson  
A. Second Report from Nominating Committee – Kelly Klosterman  
B. Remarks from Candidates  
C. **\*Election of Executive Committee Members**

10:30 a.m. XXII. Upcoming Events – Jay Anderson  
A. Garrison Diversion Meetings  
1. >2026 Meeting Dates  
B. Red River Basin Commission Conference – January 13-15, Winnipeg  
C. LAWA Board Meeting – February 10, Fargo  
D. Rural Water Expo – February 10-12, Fargo  
E. State Water Commission Meeting – February 12, Bismarck  
F. Groundwater Mngmt. Dist. Assoc. Conf. – March 2-5, New Mexico  
G. >Water Topics Overview Committee – March 26, Bismarck  
H. State Water Commission Meeting – April 9, Bismarck  
I. NWRA Federal Affairs Conference – April 27-29, Washington, DC

10:32 a.m. XXIII. Other – Jay Anderson

10:35 a.m. XIV. Adjourn

**Items in bold require action by the Board**

**\* Requires a roll call vote**

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

25-301

**GARRISON DIVERSION CONSERVANCY DISTRICT  
BOARD OF DIRECTORS**

**Garrison Diversion Conservancy District  
Carrington, North Dakota**

**October 16 & 17, 2025**

A meeting of the Garrison Diversion Conservancy District Board of Directors was held on October 16 and 17, 2025, at the Garrison Diversion Conservancy District in Carrington, North Dakota. Chairman J. Anderson called the meeting to order at 1:30 p.m. on October 16.

**MEMBERS PRESENT**

Chairman Jay Anderson  
 Vice Chairman Greg Bischoff  
 Second Vice Chairman Jeff LeDoux  
 Director Dave Anderson  
 Director Robin Arndt  
 Director Nikki Boote  
 Director Mark Cook  
 Director Steve Forde  
 Director Roger Gunlikson  
 Director Cliff Hanretty  
 Director David Johnson  
 Director Geneva Kaiser  
 Director Larry Kassian  
 Director Bruce Klein  
 Director Kelly Klosterman  
 Director Margo Knorr  
 Director Steve Metzger  
 Director Bill Ongstad (day one)  
 Director Brian Orn  
 Director Jim Pellman  
 Director Kenny Rogers  
 Director Jason Siegert  
 Director Mike Tweed  
 Director Ken Vein  
 Director Alan Walter  
 Director Donald Zimbleman  
 Secretary Duane DeKrey

**MEMBERS ABSENT**

Director Kyle Blanchfield  
 Director Brandon Krueger  
 Director Bill Ongstad (day two)

**OTHERS PRESENT**

Garrison Diversion staff members and others were present as shown on the attached registration sheet (Annex I).

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

**ANNOUNCEMENTS AND INTRODUCTIONS**

Chairman Anderson called on others in attendance to introduce themselves.

**PUBLIC COMMENTS PERIOD**

Chairman Anderson asked if there were any guests in attendance wishing to address the board. Hearing none, he proceeded with the meeting.

**READING OF THE MINUTES**

**Motion by Second Vice Chairman LeDoux to dispense with a reading of the July 17 and 18, 2025, quarterly Board of Directors minutes and September 25, 2025, Special Board of Directors minutes and approve them as distributed. Second by Director Walter. Upon voice vote, motion carried.**

**OFFICER AND COMMITTEE REPORTS****Executive Committee**

Chairman Anderson provided a summary of the September 25, 2025, Executive Committee meeting. He has participated in numerous meetings regarding the Interim Financing Agreement Series F (Series F) to finalize the agreement and move the Red River Valley Water Supply Project (RRVWSP) forward.

**Financial Statements**

Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed Garrison Diversion's financial statements for the period of January 1, 2025, through September 30, 2025 (Annex II).

Revenues through September are broken out as follows: General Fund \$5,541,306; Irrigation Fund \$246,844; MR&I Fund \$8,289,843; O&M Fund \$7,532,064; and RRVWSP Fund \$76,145,668.

Expenditures were: General Fund \$3,209,680; Irrigation Fund \$293,860; MR&I Fund \$8,268,320; O&M Fund \$2,985,969; and RRVWSP Fund \$67,401,713.

Ms. Mooridian pointed out the Net Change in Assets of (\$1,192,843) is due to cashing in two certificates of deposit in preparation for payment of the cofferdam removal project. We have since received funds from the Bureau of Reclamation for that project; therefore, the CD funds will be reinvested.

The income budget for 2025 is \$162,052,983. Income received through September 30 is \$97,755,724 or 60.3% of budget.

The 2025 expense budget is \$162,791,571 after transfers in and out. Total expenditures and transfers out through September are \$83,019,190 or 51% of budget.

Garrison Diversion's reserve accounts total \$8,810,394.

Deposits at Bank of North Dakota are \$7,584,693; First International Bank & Trust \$11,938,958; Gate City Bank \$20,200,445; and Bravera Bank \$3,964,219.

**Motion by Director Siegert to accept the financial statements for the period of January 1, 2025, through September 30, 2025. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Boote, Cook, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield and Krueger. Motion carried.**

### **Budget Timeline**

Ms. Mooridian referenced the Budget Timeline used for the budget preparation process. She added the budget and tax levy resolution have been submitted to all 28 member counties.

**Vice Chairman Report** - - Vice Chairman Bischoff reported he attended the Recreation Committee meeting on September 23. He has also participated in meetings regarding the RRVWSP where the primary focus has been on Series F.

**Second Vice Chairman Report** - - Second Vice Chairman LeDoux stated he has also been involved with the meetings concerning Series F.

**Recreation Committee** - - Director Klein, Chairman of the Recreation Committee, reported the Recreation Committee met on September 23. During the meeting, members approved extensions for two project deadlines and awarded grant funding totaling \$282,138 to 12 recreation projects.

### **MR&I Committee**

#### MR&I Construction Reports

Duane DeKrey, Secretary, referred to the Municipal, Rural & Industrial (MR&I) Project Construction Reports dated September 30, 2025 (Annex III). MR&I Project expenditures in 2025 total \$2,584,396. Remaining federal MR&I funds are \$13,760,491. The Bipartisan Infrastructure Law (BIL) funding expenditures are \$10,956,254, which went toward Northwest Area Water Supply (NAWS) projects. Remaining BIL funds are \$29,588,745.

#### Water Supply Assistance Grant Program

Director Kassian, Chairman of the MR&I Committee, reported the MR&I Committee met on August 18 and awarded \$65,694 in Water Supply Assistance Grant Program (WSAGP) funds to eight rural water applicants. There was also one municipal request for funding to purchase

a standby generator that was denied as this type of purchase is considered a capital asset. The next WSAGP application deadline is May 1, 2026.

Ms. Mooridian noted the government shutdown has affected access to MR&I funding. As a result, federal funds under the MR&I Cooperative Agreements are currently unavailable.

Director Kassian referred to the table of outstanding WSAGP projects, noting a total of \$165,366 in approved projects remains outstanding. To date, \$199,113 has been paid out this year, with a remaining balance of committed funds totaling \$260,378.

**Red River Valley Committee** - - Director Siegert, Chairman of the Red River Valley (RRV) Committee, reported the RRV Committee has not met since August. Garrison Diversion and LAWA leadership have been focused on matters related to Series F.

#### **BUREAU OF RECLAMATION REPORT**

Darrin Goetzfried, Bureau of Reclamation (Reclamation), explained the impact of the government shutdown on Reclamation staff and projects.

Reclamation's written report (Annex IV), is attached to the minutes.

#### **DEPARTMENT OF WATER RESOURCES REPORT**

Pat Fridgen, Deputy Director, Department of Water Resources (DWR), provided an update on the agency's activities. He reported that the State Water Commission (SWC) approved a \$55 million funding request for the RRVWSP at the October 9 SWC meeting. This action fulfills the \$205 million in total funding authorized for the RRVWSP by the legislature in HB 1020.

He mentioned ongoing legislatively required studies. The first one is related to the agency's cost share program and policy evaluation. A final report is expected in March. The purpose of the study is to look at available funding for water projects through 2039, the timing of those projects and to identify any anticipated shortfalls that may result. The deliverables from that project will be a financial model to help the DWR, governor's office, legislature and project sponsors look at options for meeting any potential shortfalls and to make sure the cost share program is sustainable over time.

The other study is the regional water systems governance and finance study with a final report anticipated in May. The purpose of this study is to analyze the long-term governance and finance models of NAWS, Southwest Pipeline Project (SWPP) and the RRVWSP. The study will include an evaluation of operational and organizational aspects of those three systems. Strengths, weaknesses, opportunities and challenges will be analyzed. Deloitte has been hired to conduct both studies. There is a stakeholder engagement element to the governance and finance study as part of the process, which began last week.

Mr. Fridgen added there is also a Missouri River Intake Phase II study ongoing, which will take a deeper dive into the intake locations and options. It is hoped to have a request for proposals out in November. Field inspections are expected to take place this spring.

#### **ND WATER USERS AND IRRIGATION ASSOCIATION REPORT**

Dani Quissell, ND Water Users Association (NDWUA) and ND Irrigation Association (NDIA), referenced the Policy Update provided in the meeting packet, which is a summary of things

the NDWUA is working on with legislative committees including a variety of water programs with storm water and wastewater projects.

Ms. Quissell also referenced the memo regarding future funding for the NDIA, stating the DWR will be discontinuing its operational support for the NDIA beginning in the 2025-2027 biennium. This results in a \$25,000 shortfall for the remainder of 2025 and an ongoing reduction in funding of \$50,000 per year. Garrison Diversion has matched that \$50,000 each year. This funding provides support for the association and helps supplement the membership dues.

The DWR has indicated a willingness to consider funding for project-based work and educational events, which could help offset some of these reductions. The NDWUA has submitted a cost share request to cover educational expenses at the convention including the irrigation workshop. If granted, this request would cover a little less than half the loss in funding.

The NDIA Board met recently and reviewed its budget, which is projected to be close to expectations for next year. This year may be somewhat different since budget information was received later in the calendar year. Overall, the organization remains in good financial standing, with reserves available if needed. The board will continue working with the DWR to pursue potential cost-share funding to support future educational activities.

Ms. Quissell announced the annual water convention is taking place in Bismarck December 9-11. The NDWUA will be hosting the conference this year along with the Upper Missouri Water Association. She noted nominations are being solicited for the Water Wheel, Commodore and Hall of Fame awards, with nomination forms due October 17. The awards will be presented during the awards banquet.

### **DAKOTA DYNAMICS UPDATE**

Tanya Weiler, Dakota Dynamics, explained she has been providing human resources consulting services to Garrison Diversion for approximately one year. Her work has included updating the employee handbook and job descriptions, conducting an organizational operations assessment, and most recently, assisting with the employee evaluation process. She also plans to facilitate strategic planning sessions with the board.

Ms. Weiler reported that the Executive Committee held a special meeting prior to the board meeting today to conduct the annual performance evaluation of Garrison Diversion's General Manager, Duane DeKrey. She prepared a written summary report of the evaluation, which she distributed to the board members.

An organizational chart for Garrison Diversion was also distributed and reviewed.

### **RRVWSP UPDATE**

**Construction Update - -** Mr. Kovar shared a PowerPoint presentation on the RRVWSP construction progress, reporting 35 miles of pipeline is currently under contract or completed with 27.3 miles of pipe in the ground as of October 11. Another 58 miles are shovel ready.

Since the Executive Committee met in September, 2.9 miles of pipeline has been installed, with a total of 9.4 miles installed this year.

## Construction Progress

### Segment Progress – Segments 5B, 5C, 5D, and 6A:

- **Garney Construction (Segment 5B):**
  - Pipeline installation and restoration complete
- **Oscar Renda Contracting (Segment 5C):**
  - 6.3 miles of pipe installed.
- **Carstensen Construction (Segment 5D):**
  - 9.2 miles of pipeline installed
- **Carstensen Construction (Segment 6A):**
  - 1.9 miles of pipeline installed

Mr. Kovar also provided an update on the land restoration process and the water treatment plant piloting and treatability study being conducted along the McClusky Canal. Test results on the water quality analysis will be shared with the board when the study is complete.

Mr. Kovar reviewed the program's financial status, showing billing updates by construction contract. He reported a final/current contract total of \$271,185,611, with \$210,813,603 invoiced to date. The overall financial progress stands at 78 percent complete.

**RRVWSP Work Plan Update** -- Mr. Kovar referenced the RRVWSP Work Plan Update dated October 13, 2025, summarizing construction activities (Annex V).

**2023-2025 Biennium Work Plan/Budget** -- Mr. Kovar referenced the RRVWSP 2023-2025 Biennium Work Plan dated October 8, 2025, in the amount \$246 million. There have been no changes since the last meeting.

**2025-2027 Draft Biennium Work Plan/Budget** -- Mr. Kovar presented the Draft 2025–2027 Biennium Work Plan/Budget dated October 8, 2025, totaling \$273 million. There have been no changes since the last meeting.

Mr. Kovar added that activity will increase significantly once Series F is approved. All items in the biennium work plan will then be brought forward to the LAWA and Garrison Diversion boards for approval.

The first step is to begin advertising for Contracts 6B, 6C, and 7A, with a required minimum advertising period of three weeks. The proposal is to open bids on November 19 for Contracts 6B and 6C, and on November 21 for Contract 7A. After bids are opened, the engineering team will review them and provide a recommendation to both the LAWA and Garrison Diversion boards within 14 days. A notice of award, along with a limited notice to proceed, would be issued on December 5.

Typically, after receiving a notice of award, the contractor submits contract documents, a process that can take about a month. Once those documents are complete, the notice to proceed is issued. In this case, the proposal is to issue the notice to proceed concurrently with the notice of award. This would allow the contractor to immediately purchase steel coil from the manufacturing plant, securing a place in the production line. While waiting for pipe delivery, which can take up to six months, the contractor could begin preparing shop drawings.

Kurt Ronnekamp, Black & Veatch (BV), explained that the strategy for Contracts 6B and 6C is to bid them as separate projects, each estimated at \$56 million. The engineering team will evaluate the individual bid prices, and contractors will have the opportunity to offer a deduct if both contracts are awarded together.

He noted that bids for Contract 7A will be opened a couple of days later. Similar to Contract 6A, which was structured as an accordion project, Contract 7A will include a base bid and two bid alternates. Depending on the bids received for Contracts 6B, 6C, and subsequently 7A, the project will be adjusted using five-mile and one-mile increments, allowing up to seven miles to be added if funding permits. If there is not enough funding, the scope will be reduced to make the project the right size based on available resources.

He added that contractors have provided feedback indicating they are capable of bonding at the level required to perform all three projects.

**Program Schedule** - - Mr. Kovar referenced the program schedule reflecting all pipeline contracts and facilities under the 10-year build plan.

### **User Engagement Status**

#### Prospective User Update

Steve Burian, Burian & Associates, provided a prospective users update as of October 6, 2025. The total nomination for the RRVWSP is projected to go up to 164.14 cfs or 165 cfs if Devils Lake were to sign on to the project. Dakota Rural Water District/Hannaford and Lakota are also prospects.

Mr. Burian reviewed user scenarios with a Memorandum of Commitment (MOC) signed and approved to sign users with and without the James River for conveyance.

### **Financial Update**

Ms. Mooridian reported:

- \$205 million authorized for RRVWSP from the state legislature.
- Series F local share of \$68.33 million approved by the SWC.
- Next step is to finalize the Series F Agreement.

#### Series F Interim Financing Agreement

Tami Norgard, Vogel Law Firm, referenced Series F included in the meeting materials and provided an overview of the Series F negotiations and the issues involved. She noted the primary concerns centered on the split delivery model, the Thompson-Acker water rights and the bond counsel language. Overall, the terms have largely been agreed upon; however, some adjustments are still being suggested by the bond counsel.

Ms. Norgard said it is appropriate for the board to approve Series F in the form that was provided, subject to any final adjustments recommended by Garrison Diversion bond counsel

and Chairman Anderson. Formal board action on the document will occur when the board reconvenes in the morning.

Ms. Norgard added once Series F receives final approval and signatures, work will continue on the term sheet for a water supply agreement, and a potential amendment to the cooperation agreement can be developed to clarify decision-making authority during construction.

The board reviewed the state's cost share responsibility of 75% for the RRVWSP. He also reported that five of seven cities have approved, with two cities expected to approve soon.

Chairman Anderson announced he would like to delay action on Series F until the board reconvenes tomorrow morning.

**LAWA Update** - - Brent Bogar, Consultant, LAWA, reported LAWA and five of the seven cities included in the Series F Agreement have approved the agreement, with the two remaining cities expected to approve it soon. He also provided an update on LAWA's recent activities, including updating bylaws and naming and defining the Technical Advisory and Financial Advisory Committees.

Tim Mahoney, Fargo Mayor and Chair of LAWA, thanked the LAWA and Garrison Diversion attorneys who worked on the Series F Agreement. LAWA is very excited to advertise for bids on the three new pipeline contracts and keep the project moving forward.

### **GDU FACILITIES TITLE TRANSFER UPDATE**

Mr. Kovar reported that Reclamation's regional office is developing a series of questions to address Garrison Diversion's concerns regarding the potential title transfer of the Garrison Diversion Unit (GDU) facilities. These questions will be provided to Garrison Diversion and to Ms. Norgard for review and comment before being forwarded to the solicitor's office in Washington, DC. He added this process has been delayed due to the current federal government shutdown.

### **SNAKE CREEK PUMPING PLANT**

**Snake Creek Embankment** - - Mr. Kovar referenced the joint comment letter submitted to the Army Corps of Engineers from Garrison Diversion and the DWR regarding the 35 Percent Design Documentation Report on the Snake Creek Dam Safety Modification Project. He stated the letter expresses the state's disappointment that the dam safety report was not completed and identifies the state's preferred alternative as a full and complete, full-depth cutoff wall (over 350 feet) along the highway, which would provide the least long-term risk.

Mr. Kovar noted that while the cost of a full-depth cutoff wall is extremely high, the state is willing to consider a partial cutoff wall combined with additional relief wells. He added the lower-cost alternative of accepting increased risk would require significantly more information before it could be considered viable.

**Cofferdam Removal** - - Mr. Kovar reminded the board that the existing cofferdam at the Snake Creek Pumping Plant was not fully removed during earlier work. The DWR plans to construct an intake adjacent to the pumping plant to provide fresher water, which will require installing pipe into the bay at Snake Creek. DWR asked whether Garrison Diversion would be interested in completing the remaining cofferdam removal concurrently.

Mr. Kovar noted the board previously approved this plan with an anticipated Garrison Diversion cost share of 3% or approximately \$80,000. However, bids came in higher than expected, and DWR requested that Garrison Diversion share in additional costs not previously accounted for, including mobilization and a portion of the sludge impoundment. Garrison Diversion's share is now projected at \$111,000. The 3% cost share is based on Garrison Diversion's used capacity of the McClusky Canal, with Reclamation covering the remaining 97%.

Mr. Kovar added a construction meeting was held last week, and equipment mobilization will probably start next week. He does not believe any construction work will get done this year.

*The board recessed at 4:15 p.m. and reconvened at 8:30 a.m. on October 17.*

### **OPERATION & MAINTENANCE (O&M) UPDATE**

Ryan Anderson, Engineer, Garrison Diversion, provided an update on O&M activities. He reported that maintenance work is ongoing along the McClusky Canal and at the major slide area. Most of the dirt work at the prism site is expected to be completed soon, and crews are currently working on the secondary slides. If the nice weather continues, prism cleaning should be finished this season. Work planned for next year includes v-ditching, installing a couple manholes, graveling and ripraping.

Mr. Anderson noted that side projects have included repairing and expanding the RV and septic field at the Chain of Lakes for the fish screen.

He reported that fall work at the Jamestown Reservoir has been completed, and the inlets at the Devils Lake East and West End Outlets have been cleaned out.

Support for construction of the NAWS Project at the SCPP remains ongoing.

Winter projects include beach belt repair at Reach 1 of the canal, hauling and screening field rock and constructing or repairing a fish barrier structure at Arrowwood Refuge.

### **IRRIGATION UPDATE**

Mr. Anderson reported he has been working on two separate irrigation projects. The next step is for Garrison Diversion to submit these projects to the DWR for cost share. In addition to the delineation of costs and project maps, a resolution from the board approving and authorizing submittal of the applications is required by the DWR.

Mr. Anderson referenced the resolution and supporting documents (Annex VI) for the first project, the Lake Audubon Irrigation Project, which has an estimated total cost of approximately \$1.6 million. The 75% cost share being requested from the DWR is \$1.2 million. The project encompasses approximately 750 acres and includes 9,500 to 10,000 feet of pipe and a 300-horsepower pump station.

**Motion by Director Kassian to approve the resolution authorizing application submittal to the Department of Water Resources for the Lake Audubon Irrigation Project. Second by Director Hanretty. Upon roll call vote, the following directors vote aye: D. Anderson, J. Anderson, Arndt, Bischoff, Boote, Cook, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, LeDoux, Metzger, Orn, Pellman, Rogers, Siegert, Tweed,**

**Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield, Krueger and Ongstad. Motion carried.**

Mr. Anderson then referenced the resolution and supporting documents (Annex VII) for the second project, the Mile Marker 10R Irrigation Project, with an estimated total cost of approximately \$400,000. The project includes approximately 214 acres, installation of 2,000 feet of pipe and a 100-horsepower pump.

**Motion by Director Tweed to approve the resolution authorizing application submittal to the Department of Water Resources for the Mile Marker 10R Irrigation Project. Second by Director Walter. Upon roll call vote, the following directors vote aye: D. Anderson, J. Anderson, Arndt, Bischoff, Boote, Cook, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, LeDoux, Metzger, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield, Krueger and Ongstad. Motion carried.**

#### **INTERIM FINANCING AGREEMENT SERIES F CONTINUED**

The board reviewed and discussed Series F for the RRVWSP subject to final language adjustments by the bond counsel. Ms. Norgard noted that while most terms were agreed upon, concerns remained regarding the bond language in Section 3.04 related to annual fund appropriation requirements. She explained that the Bank of North Dakota is working to modify this language.

**Motion by Director Johnson to approve the proposed Interim Financing Agreement Series F by and between the Garrison Diversion Conservancy District, Lake Agassiz Water Authority, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville and the City of Valley City subject to final review and approval by bond counsel and Chairman Anderson. Second by Director Klosterman. Upon roll call vote, the following directors vote aye: D. Anderson, J. Anderson, Arndt, Bischoff, Boote, Cook, Forde, Gunlikson, Hanretty, Johnson, Kaiser, Kassian, Klein, Klosterman, Knorr, LeDoux, Metzger, Orn, Pellman, Rogers, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield, Krueger and Ongstad. Motion carried.**

Mia Thibadeau, Fryberger Law, who serves as Garrison Diversion's bond counsel, reported that she is working with LAWA's bond counsel, and they are awaiting final input from the BND to resolve the remaining language issues.

Ms. Mooridian added once Series F is finalized, the loan agreement and bond documents will need to be completed, and the financing resolution must be brought before the board for approval.

#### **TRIP REPORTS**

Trips reports were provided by directors and staff who attended the Groundwater Management District Association, National Water Resources Association and National Rural Water Systems summer conferences.

#### **GENERAL MANAGER'S REPORT**

Mr. DeKrey informed the board that North Dakota State University has finished out the building at the Oakes Irrigation Research Site, and a ribbon cutting ceremony will be held next year during Oakes Field Day.

He added employee evaluations will take place in December, with salary recommendations presented to the board in January.

**FUTURE MEETINGS**

Chairman Anderson reviewed the list of upcoming meetings and events.

**OTHER**

Chairman Anderson adjourned the meeting at 9:30 a.m.

(SEAL)

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Jay Paul Anderson, Chairman

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Duane DeKrey, Secretary

# REGISTRATION BOARD OF DIRECTORS

Garrison Diversion Conservancy District  
Carrington, North Dakota  
October 16 and 17, 2025

NAME	ORGANIZATION
Lori Schaper Lip Loran	DOCS GDCD
Meni Minin	GDCD
Tami Norgard Fort Pierre Lamp	Vogel Law Firm
Mark Begger	Black & Veach
Chrina Sheri	SWA
Ashley Riesnauer	HCDC
Scott Mehring	GDCD
VANCE MILKE	B+V
Brent Bogar	AE2S
Shawn Gaddie	AE2S
Dani Quisen	Woun/D Irrigation
Ryan Anderson	GDCD
On Line	
Joe Zauner	American Pipe
Darrin Goetzfried	Bureau of Reclamation
Pat Fridgen	Department of Water Resources
Tim Mahoney	City of Fargo
John Dingess	City of Fargo
Bruce Grubb	City of Fargo
John Shockley	Ohnstad Twichell
Brent Bogar	LAWA
Shawn Gaddie	AE2S
Mia Thiboduaau	Fryberger Law
Jarret Bauer	Garrison Diversion

**Garrison Diversion Conservancy District**

Combined Income Statement

For the Period Ending September 30, 2025

	General Fund	Irrigation Fund	Municipal and Industrial Fund	Operations & Maintenance Fund	Red River Valley Water Supply Project	Total
Beginning Bank Balance	\$ 9,983,346	\$ 177,851	\$ 5,723	\$ 640,482	\$ 5,227,946	\$ 16,035,349
<b>Revenues:</b>						
Irrigation Admin	\$ 1,334	\$ -	\$ -	\$ -	\$ -	\$ 1,334
Lease Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue from Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ 26,150	\$ -	\$ 26,150
Miscellaneous Income	\$ 1,995	\$ 685	\$ -	\$ -	\$ -	\$ 2,680
Interest Income	\$ 568,630	\$ 7,375	\$ -	\$ 36,609	\$ 159,287	\$ 771,901
Tax Levy	\$ 4,686,108	\$ -	\$ -	\$ -	\$ -	\$ 4,686,108
State Aid Distribution	\$ 230,092	\$ -	\$ -	\$ -	\$ -	\$ 230,092
Contract Revenue	\$ 53,147	\$ 238,785	\$ 8,289,843	\$ 7,322,191	\$ 75,986,381	\$ 91,890,346
Irrigation Fund Bond/Loan Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M Project Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Project Income	\$ -	\$ -	\$ -	\$ 147,113	\$ -	\$ 147,113
<b>Total Revenues</b>	<b>\$ 5,541,306</b>	<b>\$ 246,844</b>	<b>\$ 8,289,843</b>	<b>\$ 7,532,064</b>	<b>\$ 76,145,668</b>	<b>\$ 97,755,724</b>
<b>Expenditures:</b>						
Director Expense	\$ 144,244	\$ -	\$ -	\$ -	\$ -	\$ 144,244
Employee Expense	\$ 1,070,664	\$ -	\$ 59,628	\$ 1,925,832	\$ -	\$ 3,056,123
Administrative Expense	\$ 216,432	\$ -	\$ -	\$ 83,980	\$ -	\$ 300,412
Public Education	\$ 224,130	\$ -	\$ -	\$ -	\$ -	\$ 224,130
Professional Services	\$ 337,675	\$ -	\$ -	\$ 10,245	\$ 629,640	\$ 977,559
Irrigation Development	\$ 25,408	\$ -	\$ -	\$ -	\$ -	\$ 25,408
Water Supply Program	\$ 199,114	\$ -	\$ -	\$ -	\$ -	\$ 199,114
GDCD Recreation Project	\$ 776,006	\$ -	\$ -	\$ -	\$ -	\$ 776,006
DWRA Recereation Project	\$ 2,759	\$ -	\$ -	\$ -	\$ -	\$ 2,759
Irrigation District Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance & Repairs	\$ 82,230	\$ 222,556	\$ -	\$ 550,795	\$ -	\$ 855,581
Capital Purchases	\$ 131,017	\$ -	\$ -	\$ 415,118	\$ -	\$ 546,135
Construction in Progress	\$ -	\$ -	\$ -	\$ -	\$ 66,440,582	\$ 66,440,582
MR&I Project Expenses	\$ -	\$ -	\$ 8,208,693	\$ -	\$ -	\$ 8,208,693
Principal Debt Payments	\$ -	\$ 55,145	\$ -	\$ -	\$ 189,690	\$ 244,835
Interest Payments	\$ -	\$ 16,159	\$ -	\$ -	\$ 141,801	\$ 157,960
<b>Total Expenditures</b>	<b>\$ 3,209,680</b>	<b>\$ 293,860</b>	<b>\$ 8,268,320</b>	<b>\$ 2,985,969</b>	<b>\$ 67,401,713</b>	<b>\$ 82,159,542</b>
Transfer In/Out	\$ 859,648	\$ -	\$ (21,522)	\$ (869,959)	\$ 31,833	\$ 0
<b>Revenues Over Expenditures</b>	<b>\$ 3,191,274</b>	<b>\$ (47,016)</b>	<b>\$ (0)</b>	<b>\$ 3,676,136</b>	<b>\$ 8,775,787</b>	<b>\$ 15,596,182</b>
Net Change in Assets	\$ (1,192,843)	\$ (5,410)	\$ -	\$ 1,298,158	\$ (31,833)	\$ 68,072
<b>Ending Bank Balance</b>	<b>\$ 11,981,778</b>	<b>\$ 125,425</b>	<b>\$ 5,723</b>	<b>\$ 5,614,776</b>	<b>\$ 13,971,901</b>	<b>\$ 31,699,603</b>

<b>Garrison Diversion Conservancy District</b> <b>INCOME BUDGET ANALYSIS STATEMENT</b> <b>Through the Month Ending September 30, 2025</b>					
<b>General, O&amp;M, MR&amp;I, RRWSP, and Irrigation Funds</b>	<b>2025 Budget</b>	<b>Income Received to September 30, 2025</b>	<b>Percentage of Budget Received</b>	<b>Balance of 2025 Budget</b>	
Irrigation Administration	\$ 975	\$ 1,334	136.8%	\$ (359)	
Lease Income	\$ -	\$ -	0.0%	\$ -	
Miscellaneous Income	\$ -	\$ 2,680	0.0%	\$ (2,680)	
Revenue Sale of Fixed Assets	\$ -	\$ 26,150	0.0%	\$ (26,150)	
Interest Income	\$ 464,760	\$ 771,901	166.1%	\$ (307,141)	
Tax Levy	\$ 4,137,404	\$ 4,686,108	113.3%	\$ (548,703)	
State Aid	\$ 282,596	\$ 230,092	81.4%	\$ 52,504	
General Fund Contract Revenue	\$ 73,500	\$ 53,147	72.3%	\$ 20,353	
O&M Contract Revenue	\$ 5,648,546	\$ 7,322,191	129.6%	\$ (1,673,645)	
MR&I Contract Revenue	\$ 30,111,940	\$ 8,289,843	27.5%	\$ 21,822,097	
RRWSP Contract Revenue	\$ 120,662,983	\$ 75,986,381	63.0%	\$ 44,676,602	
Irrigation Fund Revenue	\$ 483,300	\$ 238,785	49.4%	\$ 244,515	
Project Revenue	\$ -	\$ -	0.0%	\$ -	
Non-Project Revenue	\$ 186,978	\$ 147,113	78.7%	\$ 39,865	
<b>Total Revenues</b>	<b>\$ 162,052,983</b>	<b>\$ 97,755,724</b>	<b>60.3%</b>	<b>\$ 64,297,259</b>	

Garrison Diversion Conservancy District						
Expense Budget Analysis Statement						
Through the Month Ending September 30, 2025						
General, O&M, M&R&I, RRVWSP, and Irrigation Funds	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to September 30, 2025	Percentage of Budget Spent	Balance of Budget
<b>Expenses</b>						
Director Expenses	\$ 255,000	\$ 233,544	\$ 295,730	\$ 144,244	48.8%	\$ 151,486
Employee Expenses	\$ 4,216,669	\$ 3,734,661	\$ 4,336,549	\$ 3,056,123	70.5%	\$ 1,280,426
Administrative Expenses	\$ 365,431	\$ 357,249	\$ 415,428	\$ 300,412	72.3%	\$ 115,016
Public Education	\$ 193,000	\$ 106,008	\$ 305,925	\$ 224,130	73.3%	\$ 81,795
Prof Services	\$ 2,443,600	\$ 1,154,755	\$ 2,632,011	\$ 977,559	37.1%	\$ 1,654,452
Irrigation Development	\$ 575,150	\$ 537,150	\$ 76,000	\$ 25,408	33.4%	\$ 50,592
Water Supply Projects	\$ 300,000	\$ 204,462	\$ 300,000	\$ 199,114	66.4%	\$ 100,886
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 776,006	62.1%	\$ 473,994
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 2,759	27.6%	\$ 7,241
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,358,100	\$ 906,870	\$ 1,418,474	\$ 855,581	60.3%	\$ 562,893
Capital Purchases	\$ 1,203,647	\$ 1,060,731	\$ 980,000	\$ 546,135	55.7%	\$ 433,865
Construction in Progress	\$ 118,750,000	\$ 79,677,421	\$ 118,750,000	\$ 66,440,582	55.9%	\$ 52,309,418
M&R&I Fund	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 8,208,693	27.4%	\$ 21,791,307
Principal on Debt Repayment	\$ 609,897	\$ 608,765	\$ 507,911	\$ 244,835	48.2%	\$ 263,076
Interest on Debt Repayment	\$ 271,103	\$ 271,085	\$ 370,071	\$ 157,960	42.7%	\$ 212,111
<b>Total Expenses</b>	<b>\$ 161,703,597</b>	<b>\$ 100,512,886</b>	<b>\$ 161,650,099</b>	<b>\$ 82,159,542</b>	<b>50.8%</b>	<b>\$ 79,490,557</b>
<b>Transfers In/Out</b>						
M&R&I	\$ 23,000	\$ 18,709	\$ 22,000	\$ 21,522	97.8%	\$ 478
O&M	\$ 815,247	\$ 718,555	\$ 1,119,472	\$ 869,959	77.7%	\$ 249,513
Irrigation	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
RRVWSP	\$ -	\$ (617,669)	\$ -	\$ (31,833)	0.0%	\$ 31,833
<b>Total Transfers In/Out</b>	<b>\$ 838,247</b>	<b>\$ 119,595</b>	<b>\$ 1,141,472</b>	<b>\$ 859,648</b>	<b>75.3%</b>	<b>\$ 281,824</b>
<b>Total Expenses</b>	<b>\$ 162,541,844</b>	<b>\$ 100,632,481</b>	<b>\$ 162,791,571</b>	<b>\$ 83,019,190</b>	<b>51.0%</b>	<b>\$ 79,772,381</b>

<b>GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT September 30, 2025</b>	
<b>OPERATING RESERVE</b>	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$6,394,801.60
<b>O&amp;M EMERGENCY RESERVE</b>	
O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997.	750,000.00
<b>DEFICIENCY RESERVE</b>	
Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997.	750,000.00
<b>PROJECT DEVELOPMENT RESERVE</b>	
Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997.	915,592.98
<b>TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES</b>	<b>\$8,810,394.58</b>

Garrison Diversion Conservancy District Funds in Bank of North Dakota September 30, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.15%		\$ 456,161.42
General	Water Assistance Grant Outstanding	0.15%		\$ 260,378.00
	<b>Total Checking Account Balance</b>			\$ 716,539.42
General	Money Market Savings	0.60%		\$ 6,217,898.32
General	Water Assistance Grant Reserve	0.60%		\$ 481,219.41
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 169,035.99
	<b>Total Savings Account Balance</b>			\$ 6,868,153.72
	<b>Total Deposits</b>			\$ 7,584,693.14

Funds in First International Bank & Trust September 30, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80127125	4.20%	10/05/25	\$ 1,250,000.00
General	CD 80127220 Project Dev Reserve	4.20%	10/21/25	\$ 313,538.98
General	CD 80120161	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80120162	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80123425	4.15%	01/22/26	\$ 2,500,000.00
General	CD 118850-Operating Reserve	4.00%	02/28/26	\$ 50,500.00
General	CD 80125340	4.00%	02/28/26	\$ 1,000,000.00
General	CD 80124990-Operating Reserve	4.00%	05/14/26	\$ 589,000.00
	<b>Total Investments</b>			\$ 7,703,038.98
General	Recreation Outstanding-Operating Reserve	2.75%		\$ 1,734,912.80
General	Recreation Money Market Funds	2.75%		\$ 206,483.66
General	General Fund Money Market Funds	2.75%		\$ 184,767.29
General	Recreation Reserve-Operating Reserve	2.75%		\$ 2,108,755.40
	<b>Total Money Market Account Balance</b>			\$ 4,234,919.15
	<b>Total Deposits</b>			\$ 11,937,958.13
<b>Pledging</b>	Total Deposits			\$ 11,937,958.13
	Less: FDIC Coverage			\$ (250,000.00)
	<b>Deposit Balance to Secure</b>			\$ 11,687,958.13
	<b>Total Pledging Required on all Deposits</b>	X 110%		\$ 12,856,753.94
	Less: Pledging			\$ 15,885,576.16
	<b>Pledging Excess</b>			\$ 4,197,618.03

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary September 30, 2025				
Account Type		Interest Rate	Maturity Date	Balance
<b>Checking Accounts</b>				
x4310	Irrigation Fund	0.00%		\$ 125,425.06
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.15%		\$ 5,614,776.41
x4328	Red River Valley Ckg & Sweep	3.15%		\$ 13,971,900.86
				<b>\$ 19,717,824.95</b>
<b>Savings Accounts</b>				
x1546	O&M - Accrued Leave Reserve	3.02%		\$ 188,399.66
x1553	Irrigation - Debt Service Reserve	3.02%		\$ 294,220.84
	<b>Total Savings Balance</b>			<b>\$ 482,620.50</b>
<b>Certificates of Deposit</b>				
	<b>Total CD Balance</b>			<b>\$ -</b>
	<b>Total Deposits</b>			<b>\$ 20,200,445.45</b>
<b>Pledging</b>	Total Deposits			\$ 20,200,445.45
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			19,950,445.45
	<b>Total Pledging Required on all Deposits</b>	x 110%		21,945,490.00
	Less: Pledging			24,081,681.59
	<b>Pledging Excess</b>			<b>\$ 2,136,191.60</b>
<b>Garrison Diversion Conservancy District Funds in Bravera Bank &amp; Pledging Summary September 30, 2025</b>				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.00%		\$ 162,165.79
	<b>Total Checking Account Balance</b>			<b>\$ 162,165.79</b>
x6524	Certificate of Deposit -Operating Reserve	4.45%	10/08/25	\$ 1,000,000.00
x7224	Certificate of Deposit-Deficiency Reserve	4.10%	11/01/25	\$ 200,000.00
x8084	Certificate of Deposit	4.15%	11/27/25	\$ 1,000,000.00
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
x4424	Certificate of Deposit -Project Dvlpmnt	4.10%	07/26/26	\$ 353,362.19
x6140	Certificate of Deposit	4.45%	09/23/26	\$ 1,000,000.00
	<b>Total Investments</b>			<b>\$ 3,802,054.00</b>
	<b>Total Deposits</b>			<b>\$ 3,964,219.79</b>
<b>Pledging</b>	Total Deposits			\$ 3,964,219.79
	Less:FDIC Coverage			\$ (250,000.00)
	<b>Deposit Balance to Secure</b>			<b>\$ 3,714,219.79</b>
	<b>Total Pledging Required on all Deposits</b>	x 110%		<b>\$ 4,085,641.77</b>
	Less: Pledging			\$ 4,193,654.56
	<b>Pledging Excess</b>			<b>\$ 108,012.79</b>

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For the Eight Months Ending September 30, 2025						
County	2025 Tax Levy Budget	2025 Tax Collections	Balance of Tax Levy Budget	2025 State Aid Budget	2025 State Aid	Balance State Aid Budget
Barnes	\$84,390	\$90,944	(6,554)	\$5,884	\$4,843	\$1,041
Benson	33,641	36,074	(2,433)	4,054	3,350	704
Bottineau	59,297	67,971	(8,674)	4,913	3,678	1,235
Burleigh	580,121	666,582	(86,461)	34,212	28,269	5,943
Cass	1,102,010	1,258,565	(156,555)	68,319	56,770	11,549
Dickey	43,510	49,511	(6,001)	4,835	3,492	1,343
Eddy	15,286	16,407	(1,121)	2,653	2,182	471
Foster	27,995	30,528	(2,533)	8,027	6,592	1,435
Grand Forks	329,365	372,499	(43,134)	13,703	11,285	2,418
Griggs	21,152	22,889	(1,737)	2,658	1,998	660
LaMoure	40,156	44,213	(4,057)	4,866	4,022	844
McHenry	46,763	51,396	(4,633)	2,798	1,493	1,305
McKenzie	345,894	401,294	(55,400)	37,461	31,448	6,013
McLean	79,230	86,967	(7,737)	9,290	7,651	1,639
Nelson	26,350	28,646	(2,296)	2,577	2,132	445
Pierce	32,195	33,941	(1,746)	3,478	2,864	614
Ramsey	61,627	70,260	(8,633)	6,358	3,925	2,433
Ransom	38,961	42,599	(3,638)	-	-	-
Renville	24,462	26,805	(2,343)	3,093	2,587	506
Richland	105,845	118,174	(12,329)	-	-	-
Sargeant	36,590	40,294	(3,704)	3,955	3,104	851
Sheridan	14,951	15,682	(731)	4,668	3,335	1,333
Steele	30,063	32,022	(1,959)	2,225	1,664	561
Stutsman	132,127	147,349	(15,222)	9,579	7,868	1,711
Traill	60,478	67,222	(6,744)	4,435	3,664	771
Ward	326,372	362,574	(36,202)	22,899	18,723	4,176
Wells	40,740	44,048	(3,308)	4,734	4,549	185
Williams	397,833	460,652	(62,819)	10,922	8,604	2,318
<b>Totals</b>	<b>\$ 4,137,404</b>	<b>\$4,686,108</b>	<b>\$ (548,704)</b>	<b>\$ 282,596</b>	<b>\$ 230,092</b>	<b>\$52,504</b>

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending September 30, 2025							
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to September 30, 2025	Balance of Budget	Percentage of Budget Spent	
<b>GENERAL FUND</b>							
<b>Director's Expense</b>							
Director Per Diem	\$ 135,000	\$ 124,810	\$ 151,200	\$ 76,550	\$ 74,651	50.63%	
Director Expense	\$ 120,000	\$ 108,734	\$ 144,530	\$ 67,694	\$ 76,836	46.84%	
<b>Total Director Expense</b>	<b>\$ 255,000</b>	<b>\$ 233,544</b>	<b>\$ 295,730</b>	<b>\$ 144,244</b>	<b>\$ 151,486</b>	<b>48.78%</b>	
<b>Employee Expense</b>							
Employee Salaries	\$ 972,000	\$ 820,846	\$ 1,071,500	\$ 705,291	\$ 366,209	65.82%	
General Manager Expense	\$ 21,000	\$ 15,114	\$ 21,000	\$ 9,959	\$ 11,041	47.42%	
<b>Travel</b>	<b>\$ 61,000</b>	<b>\$ 13,191</b>	<b>\$ 72,000</b>	<b>\$ 24,711</b>	<b>\$ 47,289</b>	<b>34.32%</b>	
Administrative Officer	\$ 25,000	\$ 1,373	\$ 25,000	\$ 4,818	\$ 20,182	19.27%	
District Engineer	\$ 10,000	\$ 3,362	\$ 10,000	\$ 2,513	\$ 7,487	25.13%	
Engineer	\$ 5,000	\$ 2,564	\$ 6,000	\$ 1,644	\$ 4,356	27.40%	
Communications Director	\$ 6,000	\$ 1,910	\$ 6,000	\$ 646	\$ 5,354	10.77%	
Employee Expense Other	\$ 15,000	\$ 3,981	\$ 25,000	\$ 15,090	\$ 9,910	60.36%	
<b>Professional Development</b>	<b>\$ 15,369</b>	<b>\$ 404</b>	<b>\$ 17,000</b>	<b>\$ 2,002</b>	<b>\$ 14,998</b>	<b>11.78%</b>	
Employee Training	\$ 15,000	\$ 404	\$ 15,000	\$ 2,002	\$ 12,998	13.35%	
Wellness Program	\$ 369	\$ -	\$ 2,000	\$ -	\$ 2,000	0.00%	
<b>Benefits</b>	<b>\$ 451,000</b>	<b>\$ 375,162</b>	<b>\$ 540,610</b>	<b>\$ 328,701</b>	<b>\$ 211,909</b>	<b>60.80%</b>	
FICA	\$ 82,000	\$ 66,557	\$ 87,535	\$ 58,571	\$ 28,964	66.91%	
Retirement	\$ 149,000	\$ 128,699	\$ 157,500	\$ 106,712	\$ 50,788	67.75%	
Hospital/Life Insurance	\$ 191,000	\$ 159,373	\$ 242,000	\$ 141,451	\$ 100,549	58.45%	
Unemployment Compensation	\$ 5,000	\$ 248	\$ 5,275	\$ 3,216	\$ 2,059	60.98%	
Vision/Dental Insurance	\$ 13,000	\$ 12,637	\$ 18,425	\$ 11,303	\$ 7,122	61.35%	
Workforce Safety Insurance	\$ 1,000	\$ 499	\$ 1,345	\$ 1,342	\$ 3	99.74%	
Long Term Disability Insurance	\$ 10,000	\$ 7,148	\$ 10,700	\$ 6,106	\$ 4,594	57.07%	
Vacation/Sick Leave Liability	\$ -	\$ -	\$ 17,830	\$ -	\$ 17,830	0.00%	
<b>Total Employee Expense</b>	<b>\$ 1,520,369</b>	<b>\$ 1,224,717</b>	<b>\$ 1,722,110</b>	<b>\$ 1,070,664</b>	<b>\$ 651,446</b>	<b>62.17%</b>	
<b>Administration</b>							
Postage	\$ 5,500	\$ 4,822	\$ 4,400	\$ 3,743	\$ 657	85.07%	
Communications	\$ 13,000	\$ 12,983	\$ 16,600	\$ 9,778	\$ 6,822	58.90%	
Utilities	\$ 36,211	\$ 36,211	\$ 39,200	\$ 30,623	\$ 8,577	78.12%	
Meetings & Events	\$ 9,500	\$ 9,284	\$ 29,400	\$ 4,834	\$ 24,566	16.44%	
Subscriptions/Publications	\$ 10,000	\$ 9,511	\$ 12,500	\$ 9,292	\$ 3,208	74.34%	
Miscellaneous	\$ 3,500	\$ 2,611	\$ 3,500	\$ 2,174	\$ 1,326	62.13%	
Data Processing	\$ 77,044	\$ 77,044	\$ 61,550	\$ 61,749	\$ (199)	100.32%	
Employee Recruiting	\$ 1,725	\$ 1,721	\$ -	\$ -	\$ -	0.00%	
Supplies	\$ 11,500	\$ 11,335	\$ 12,300	\$ 7,892	\$ 4,408	64.16%	
Small Office Equipment	\$ 13,308	\$ 13,308	\$ 30,430	\$ 15,905	\$ 14,525	52.27%	
Dues	\$ 14,000	\$ 13,073	\$ 14,000	\$ 9,557	\$ 4,443	68.27%	
Insurance	\$ 24,800	\$ 24,751	\$ 19,200	\$ 14,667	\$ 4,533	76.39%	
Annual Independent Audit	\$ 40,543	\$ 40,543	\$ 46,220	\$ 46,218	\$ 2	100.00%	
<b>Total Administration</b>	<b>\$ 260,631</b>	<b>\$ 257,197</b>	<b>\$ 289,300</b>	<b>\$ 216,432</b>	<b>\$ 72,868</b>	<b>74.81%</b>	
<b>Public Education</b>							
GDCD Tours	\$ 10,000	\$ 3,150	\$ 10,000	\$ 4,041	\$ 5,959	40.41%	
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	100.00%	
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.00%	
ND Water Magazine	\$ 18,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	50.00%	
Missouri River Joint Board/MRRIC	\$ 51,000	\$ 38,412	\$ 61,925	\$ 19,445	\$ 42,480	31.40%	
Upper Sheyenne	\$ 50,000	\$ -	\$ 150,000	\$ 150,000	\$ -	100.00%	
Conference Booth Fees, Sponsorships	\$ 20,000	\$ 9,748	\$ 20,000	\$ 4,198	\$ 15,802	20.99%	
Miscellaneous	\$ 10,000	\$ 698	\$ 10,000	\$ 2,445	\$ 7,555	24.45%	
<b>Total Public Education</b>	<b>\$ 193,000</b>	<b>\$ 106,008</b>	<b>\$ 305,925</b>	<b>\$ 224,130</b>	<b>\$ 81,795</b>	<b>73.26%</b>	

<b>GARRISON DIVERSION CONSERVANCY DISTRICT</b> <b>EXPENSE BUDGET ANALYSIS STATEMENT</b> <b>Through the Month Ending September 30, 2025</b>								
	2024 Budget	Expenditures for 2024		2025 Budget	Expenditures to September 30, 2025		Balance of Budget	Percentage of Budget Spent
<b>Professional Services</b>								
Communications	\$ 140,000	\$ 115,037		\$ 140,000	\$ 67,070	\$ 72,930		47.91%
Engineering	\$ 125,000	\$ 24,864		\$ 125,000	\$ 3,673	\$ 121,327		2.94%
<b>RRVWSP Development</b>	<b>\$ 313,000</b>	<b>\$ 29,459</b>		<b>\$ 273,000</b>	<b>\$ 101,720</b>	<b>\$ 171,280</b>		<b>37.26%</b>
Technical Support for LAWA	\$ 15,000	\$ -		\$ 15,000	\$ -	\$ 15,000		0.00%
Engineering	\$ 100,000	\$ 5,327		\$ 50,000	\$ 2,134	\$ 47,866		4.27%
Legal	\$ 122,000	\$ 27,285		\$ 132,000	\$ 93,775	\$ 38,225		71.04%
Financial	\$ 10,000	\$ -		\$ 10,000	\$ -	\$ 10,000		0.00%
Consultants	\$ 50,000	\$ (3,263)		\$ 50,000	\$ -	\$ 50,000		0.00%
Meeting, Misc. Exp	\$ 16,000	\$ 111		\$ 16,000	\$ 5,811	\$ 10,189		36.32%
Prof Services Other	\$ 37,565	\$ -		\$ 45,000	\$ 16,390	\$ 28,610		36.42%
Legal Services	\$ 165,435	\$ 165,435		\$ 200,000	\$ 148,822	\$ 51,178		74.41%
<b>Total Professional Services</b>	<b>\$ 781,000</b>	<b>\$ 334,796</b>		<b>\$ 783,000</b>	<b>\$ 337,675</b>	<b>\$ 445,325</b>		<b>43.13%</b>
<b>Irrigation Development</b>								
ND Irrigation Association	\$ 80,000	\$ 80,000		\$ 50,000	\$ 25,000	\$ 25,000		50.00%
Irrigation Development	\$ 26,000	\$ 5,000		\$ 26,000	\$ 408	\$ 25,592		1.57%
<b>Total Irrigation Development</b>	<b>\$ 575,150</b>	<b>\$ 537,150</b>		<b>\$ 76,000</b>	<b>\$ 25,408</b>	<b>\$ 50,592</b>		<b>33.43%</b>
<b>Recreation</b>								
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839		\$ 1,250,000	\$ 776,006	\$ 473,994		62.08%
DWRA Recreation Program	\$ 10,000	\$ 3,352		\$ 10,000	\$ 2,759	\$ 7,241		27.59%
<b>Total Recreation</b>	<b>\$ 1,160,000</b>	<b>\$ 1,140,191</b>		<b>\$ 1,260,000</b>	<b>\$ 778,765</b>	<b>\$ 481,235</b>		<b>61.81%</b>
<b>WaterAssistant Grant Program</b>								
	\$ 300,000	\$ 204,462		\$ 300,000	\$ 199,114	\$ 100,886		66.37%
<b>Irrigation Districts</b>	<b>\$ 2,000</b>	<b>\$ -</b>		<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 2,000</b>		<b>0.00%</b>
<b>Maintenance &amp; Repair</b>								
Equipment Maintenance	\$ 27,000	\$ 25,353		\$ 27,000	\$ 12,439	\$ 14,561		46.07%
Small Yard Equipment Purchases	\$ 2,292	\$ -		\$ 10,000	\$ -	\$ 10,000		0.00%
Land & Bldg Maintenance	\$ 37,328	\$ 37,328		\$ 45,000	\$ 53,224	\$ (8,224)		118.28%
Auto Expense	\$ 15,380	\$ 15,380		\$ 20,000	\$ 16,567	\$ 3,433		82.83%
<b>Total Maintenance &amp; Repair</b>	<b>\$ 82,000</b>	<b>\$ 78,060</b>		<b>\$ 102,000</b>	<b>\$ 82,230</b>	<b>\$ 19,770</b>		<b>80.62%</b>
<b>Capital Purchases</b>								
Office Equip & Furniture	\$ 37,000	\$ -		\$ 137,000	\$ 10,293	\$ 126,707		7.51%
Yard Equipment	\$ -	\$ -		\$ 20,000	\$ -	\$ 20,000		0.00%
Vehicle	\$ 69,410	\$ 27,182		\$ 132,000	\$ 120,724	\$ 11,276		91.46%
Land and Buildings	\$ 96,237	\$ 96,236		\$ 270,000	\$ -	\$ 270,000		0.00%
<b>Total Capital Purchases</b>	<b>\$ 202,647</b>	<b>\$ 123,418</b>		<b>\$ 559,000</b>	<b>\$ 131,017</b>	<b>\$ 427,983</b>		<b>23.44%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 5,331,797</b>	<b>\$ 4,239,544</b>		<b>\$ 5,695,065</b>	<b>\$ 3,209,680</b>	<b>\$ 2,485,385</b>		<b>56.36%</b>

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending September 30, 2025						
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to September 30, 2025	Balance of Budget	Percentage of Budget Spent
<b>IRRIGATION FUND</b>						
McClusky Canal Irrigation	\$ 418,100	\$ 197,626	\$ 271,000	\$ 222,556	\$ 48,444	82.12%
Operations	\$ 418,100	\$ 197,626	\$ 271,000	\$ 222,556	\$ 48,444	82.12%
Debt Payments	\$ 218,000	\$ 216,868	\$ 215,000	\$ 71,304	\$ 143,696	33.16%
Principal	\$ 186,844	\$ 185,712	\$ 192,000	\$ 55,145	\$ 136,855	28.72%
Interest	\$ 31,156	\$ 31,156	\$ 23,000	\$ 16,159	\$ 6,841	70.25%
<b>Total Irrigation Fund</b>	<b>\$ 636,100</b>	<b>\$ 414,494</b>	<b>\$ 486,000</b>	<b>\$ 293,860</b>	<b>\$ 192,140</b>	<b>60.47%</b>
<b>OPERATIONS &amp; MAINTENANCE</b>						
Salaries & Benefits	\$ 2,538,600	\$ 2,382,782	\$ 2,468,278	\$ 1,870,930	\$ 597,348	75.80%
Salaries	\$ 1,688,200	\$ 1,563,318	\$ 1,598,362	\$ 1,214,835	\$ 383,527	76.00%
Benefits	\$ 850,400	\$ 819,464	\$ 869,916	\$ 656,095	\$ 213,821	75.42%
Travel	\$ 20,000	\$ 18,060	\$ 12,006	\$ 10,821	\$ 1,185	90.13%
Training	\$ 2,700	\$ -	\$ 1,100	\$ -	\$ 1,100	0.00%
Utilities	\$ 82,900	\$ 81,166	\$ 76,300	\$ 77,146	\$ (846)	101.11%
Contractual Services	\$ 171,600	\$ 113,481	\$ 599,011	\$ 10,245	\$ 588,766	1.71%
Supplies	\$ 374,000	\$ 366,666	\$ 351,033	\$ 359,291	\$ (8,258)	102.35%
Capital Purchases	\$ 1,001,000	\$ 937,313	\$ 421,000	\$ 415,118	\$ 5,882	98.60%
Equipment Rental	\$ 7,000	\$ -	\$ 4,000	\$ -	\$ 4,000	0.00%
Equipment Maintenance	\$ 450,000	\$ 257,472	\$ 453,441	\$ 189,464	\$ 263,977	41.78%
Safety	\$ 53,000	\$ 31,507	\$ 43,055	\$ 44,081	\$ (1,026)	102.38%
Miscellaneous	\$ 21,900	\$ 18,836	\$ 49,828	\$ 6,834	\$ 42,994	13.71%
Materials	\$ 12,000	\$ 7,070	\$ 237,000	\$ 2,040	\$ 234,960	0.86%
<b>Total Operations &amp; Maintenance Fund</b>	<b>\$ 4,749,700</b>	<b>\$ 4,214,354</b>	<b>\$ 4,716,052</b>	<b>\$ 2,985,969</b>	<b>\$ 1,730,083</b>	<b>63.32%</b>
<b>MR&amp;I FUND</b>						
Salaries & Benefits	\$ 82,000	\$ 77,594	\$ 90,000	\$ 59,628	\$ 30,372	66.25%
MR&I Project Expenditures	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 8,208,693	\$ 21,791,307	27.36%
<b>Total MR&amp;I Fund</b>	<b>\$ 30,082,000</b>	<b>\$ 10,597,613</b>	<b>\$ 30,090,000</b>	<b>\$ 8,268,320</b>	<b>\$ 21,821,680</b>	<b>27.48%</b>
<b>RED RIVER VALLEY WATER SUPPLY PROJECT</b>						
Right of Way	\$ 1,250,000	\$ 1,115,335	\$ 1,250,000	\$ 737,601	\$ 512,399	59.01%
Construction in Progress	\$ 117,500,000	\$ 78,562,085	\$ 117,500,000	\$ 65,702,982	\$ 51,797,018	55.92%
Professional Services	\$ 1,491,000	\$ 706,479	\$ 1,250,000	\$ 629,640	\$ 620,360	50.37%
Financing/Legal/Administration	\$ 1,250,000	\$ 546,214	\$ 1,000,000	\$ 337,554	\$ 662,446	33.76%
Other-Engineering	\$ 241,000	\$ 160,264	\$ 250,000	\$ 292,086	\$ (42,086)	116.83%
Debt Payments	\$ 663,000	\$ 662,983	\$ 662,982	\$ 331,491	\$ 331,491	50.00%
Principal	\$ 423,053	\$ 423,053	\$ 315,911	\$ 189,690	\$ 126,221	60.05%
Interest	\$ 239,947	\$ 239,929	\$ 347,071	\$ 141,801	\$ 205,270	40.86%
<b>Total Red River Valley Water Supply Project</b>	<b>\$ 120,904,000</b>	<b>\$ 81,046,882</b>	<b>\$ 120,662,982</b>	<b>\$ 67,401,713</b>	<b>\$ 53,261,269</b>	<b>55.86%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 161,703,597</b>	<b>\$ 100,512,886</b>	<b>\$ 161,650,099</b>	<b>\$ 82,159,542</b>	<b>\$ 79,490,557</b>	<b>50.83%</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT**  
**GDCD RECREATION GRANT PROGRAM**  
**OUTSTANDING PROJECTS**  
**July 1, 1990 to September 30, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS 2025	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024	EXPENDITURES 1-1-25 to 09-30-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-25
Barnes	Valley City Park Playground	03-20-24	\$ 50,000.00		\$ 50,000.00			\$ -
Barnes	Sheyenne River Water Trail	03-25-25		\$ 34,700.00				\$ 34,700.00
Barnes	Valley City Chautauqua Park Lighting/Security	09-23-25		\$ 15,404.00				\$ 15,404.00
Barnes	Rogers Parks Playground Equipment	09-23-25		\$ 6,250.00				\$ 6,250.00
Benson	Maddock -Campground Service Upgrades	09-23-25		\$ 40,175.00				\$ 40,175.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00			\$ (21,250.00)		\$ -
Bottineau	City of Landa-Restroom Facilitites	09-20-23	\$ 6,250.00		\$ 5,524.38			\$ 725.62
Bottineau	Maxbass Community Park	03-20-24	\$ 31,141.00					\$ 31,141.00
Bottineau	Newburg Park Gazebo	09-16-24	\$ 20,600.00		\$ 20,600.00			\$ -
Bottineau	Carbury Dam Rec Area Vault Toilet	03-25-25		\$ 5,571.00		\$ 3,675.19	\$ (1,895.81)	\$ -
Bottineau	Snow System @ Winter Park Phase II	03-25-25		\$ 50,000.00				\$ 50,000.00
Bottineau	Park Benches -Souris	03-25-25		\$ 1,195.00				\$ 1,195.00
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 22,416.75	\$ 7,583.25		\$ -
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00		\$ 958.10		\$ (1,436.90)	\$ -
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24	\$ 50,000.00			\$ 50,000.00		\$ -
Burleigh	General Sibley Park 2-5 Playground	03-25-25		\$ 16,000.00				\$ 16,000.00
Burleigh	McDowell Dam Shelter/Playground/Path	03-25-25		\$ 28,699.00				\$ 28,699.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00			\$ (638.00)		\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00		\$ 16,145.00			\$ -
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00		\$ 5,444.70			\$ 21,759.30
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75			\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$ 75,000.00					\$ 75,000.00
Cass	Rheault Farm Playground Improvement	03-20-24	\$ 50,000.00		\$ 50,000.00			\$ -
Cass	Anderson Softball Complex Improvements	09-16-24	\$ 33,000.00					\$ 33,000.00
Cass	Argusville Park Playground Equipment	09-16-24	\$ 20,000.00					\$ 20,000.00
Cass	Ashmoor Glen Park -Mapleton	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	Reile's Park Revitalization	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	SW Regional Pond Recreation Area-Fargo	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	Agustville Playground Equipment	09-23-25		\$ 17,000.00				\$ 17,000.00
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$ 20,000.00			\$ (20,000.00)		\$ -
Dickey	Wilson Dam Picnic Shelter Renovation	09-28-22	\$ 1,778.00			\$ (1,778.00)		\$ -
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00					\$ 4,500.00
Dickey	Oakes -Main Street Park	09-20-23	\$ 26,125.00		\$ 20,785.60	\$ (5,339.40)		\$ -
Dickey	Dickey County Community Rec Facility	03-20-24	\$ 34,996.00		\$ 11,482.35			\$ 23,513.65
Dickey	Wilson Dam Picnic Table	03-25-25		\$ 460.00		\$ 460.00		\$ -
Eddy	Fairgrounds Shower House	03-25-25		\$ 25,000.00				\$ 25,000.00
Eddy	Jim Johnson Park Bathroom Renovation	03-25-25		\$ 2,473.00				\$ 2,473.00
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00		\$ 37,305.43			\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 38,506.00	\$ 10,384.83		\$ 12,311.17
Foster	Foster County Fairground Bleachers	09-23-25		\$ 9,720.00				\$ 9,720.00
Grand Forks	Manvel Community Park Improvement	09-28-22	\$ 12,699.00		\$ 12,699.00			\$ -
Grand Forks	Greenway Project	05-14-24	\$ 50,000.00			\$ (50,000.00)		\$ -
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24	\$ 16,687.00					\$ 16,687.00
Grand Forks	Riverside Park Playground Renovation	09-16-24	\$ 37,500.00		\$ 37,500.00			\$ -
Grand Forks	Elks Park Playground-Grand Forks	03-25-25		\$ 39,560.00				\$ 39,560.00
Grand Forks	Ryan Lake Trails & Outdoor Classroom	09-23-25		\$ 50,000.00				\$ 50,000.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00		\$ 1,249.50	\$ (1,700.50)		\$ -
Griggs	Binford Rodeo Assoc. Community Center	09-28-22	\$ 75,000.00		\$ 56,870.02	\$ (18,129.98)		\$ -
LaMoure	Marion ADA Bathroom	03-20-24	\$ 9,068.00			\$ 8,540.12		\$ 527.88
LaMoure	Twin Lakes Vault Toilet	03-20-24	\$ 3,500.00					\$ 3,500.00
LaMoure	Sunset Park Swim Center-Final State	09-23-25		\$ 12,515.00				\$ 12,515.00
McHenry	City of Upham-Park Restrooms	03-30-23	\$ 12,500.00					\$ 12,500.00
McHenry	Towner -Baseball Field Renovation	09-20-23	\$ 3,750.00		\$ 2,392.24			\$ 1,357.76
McHenry	Park Swings Set	03-20-24	\$ 9,071.00					\$ 9,071.00
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23	\$ 40,071.00					\$ 40,071.00
McKenzie	Kent Pelton Nature Park Inclusive Playground	09-16-24	\$ 50,000.00					\$ 50,000.00
McLean	City of Butte-City Park	03-30-23	\$ 874.00		\$ 145.89			\$ 728.11
McLean	Arena Announcer Office & Concessions	03-30-23	\$ 6,946.00					\$ 6,946.00
McLean	Lake Brecken Picnic Tables	03-20-24	\$ 2,356.00					\$ 2,356.00
McLean	Community Center Building -Mercer	03-25-25		\$ 50,000.00				\$ 50,000.00
McLean	Riverdale Lakeside Park Tennis Cours	09-23-25		\$ 13,830.00				\$ 13,830.00
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00		\$ 30,653.33	\$ 9,548.67		\$ (0.00)
Ramsey	Merle Baisch Memorial Wheelchair Ramp-DL	03-25-25		\$ 43,977.00				\$ 43,977.00
Ramsey	County Fair Multipurpose Bldg-NR	03-25-25		\$ 50,000.00				\$ 50,000.00
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00					\$ 5,262.00
Ransom	Sandager Park Playground/Shelter/Campgrd	03-25-25		\$ 25,688.00		\$ 12,836.82		\$ 12,851.18
Ransom	Lisbon -Sandager Park LFD Baseball Imp	09-23-25		\$ 32,742.00				\$ 32,742.00
Renville	Mohall Adult Recreation Complex	03-20-24	\$ 37,500.00					\$ 37,500.00
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00		\$ 18,590.75	\$ 15,884.52	\$ (206.73)	\$ (0.00)
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00			\$ 2,000.00		\$ -
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00		\$ 6,080.00	\$ 1,306.25	\$ (2,363.75)	\$ -

**GARRISON DIVERSION CONSERVANCY DISTRICT  
GDCD RECREATION GRANT PROGRAM  
OUTSTANDING PROJECTS  
July 1, 1990 to September 30, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS 2025	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024		EXPENDITURES 1-1-25 to 09-30-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 09-30-25
					4	5			
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50	\$ 55,037.50			\$ -
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00		\$ 857.12				\$ 517.88
Sargent	Hero's Park	03-20-24	\$ 10,500.00		\$ 500.00	\$ 6,085.61			\$ 3,914.39
Sargent	Silver Lake Southside Bathhouse	03-25-25		\$ 19,097.00					\$ 19,097.00
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00				\$ (6,250.00)		\$ -
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00						\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24	\$ 30,361.00			\$ 29,395.50			\$ 965.50
Steele	Hope Clubhouse/Meeting Area	09-16-24	\$ 50,000.00		\$ 35,086.63	\$ 14,913.37			\$ 0.00
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00						\$ 6,204.00
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00						\$ 75,000.00
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00						\$ 5,574.00
Stutsman	Nickeus Park All Abilities Playground	03-20-24	\$ 50,000.00			\$ 50,000.00			\$ -
Stutsman	McElroy Park ADA tee-ball	09-16-24	\$ 50,000.00						\$ 50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24	\$ 28,503.00						\$ 28,503.00
Stutsman	Medina Youth Baseball Fence	09-16-24	\$ 5,750.00			\$ 2,555.00			\$ 3,195.00
Stutsman	Jack Brown Stadium Lighting	03-25-25		\$ 6,209.00		\$ 6,208.84	\$ (0.16)		\$ (0.00)
Stutsman	Water Hookups at City Park -Medina	03-25-25		\$ 4,000.00					\$ 4,000.00
Traill	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00		\$ (715.00)		\$ -
Traill	Mayville-Basketball Courts	09-20-23	\$ 2,000.00			\$ 2,000.00			\$ -
Traill	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00			\$ 11,383.00	\$ (10,504.00)		\$ -
Traill	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00			\$ 5,318.00	\$ (1,371.00)		\$ -
Traill	Park Gazebo	03-20-24	\$ 15,923.00			\$ 15,923.00			\$ -
Traill	Skate Park -Mayville	03-25-25		\$ 20,265.00					\$ 20,265.00
Ward	Ward County Parks 2022	03-30-22	\$ 10,632.00			\$ 10,632.00			\$ -
Ward	11th & 11th Park Playground	09-28-22	\$ 21,875.00			\$ 17,889.75	\$ (3,985.25)		\$ -
Ward	Swimming Pool & Bathhouse	09-28-22	\$ 75,000.00				\$ (75,000.00)		\$ -
Ward	Talbott Court Disc Golf	03-30-23	\$ 2,465.00						\$ 2,465.00
Ward	Ward County-2024 Ward Co Park Improv	09-20-23	\$ 8,071.00						\$ 8,071.00
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00						\$ 75,000.00
Ward	Pony Tracks Pickleball	03-20-24	\$ 10,875.00		\$ 8,609.00	\$ 2,266.00			\$ -
Ward	Sawyer City Park Improvement	09-16-24	\$ 12,250.00						\$ 12,250.00
Ward	South Hill Complex Playground	09-16-24	\$ 31,606.00				\$ (31,606.00)		\$ -
Ward	Splash Pad -Kenmare	03-25-25		\$ 50,000.00		\$ 50,000.00			\$ -
Ward	Rice Lake Pickleball Cours	09-23-25		\$ 25,729.00					\$ 25,729.00
Ward	Picnic Tables/Trash/Signage/Estates/Golf Park	09-23-25		\$ 8,773.00					\$ 8,773.00
Ward	Minot -South Hill Complex Playground	09-23-25		\$ 50,000.00					\$ 50,000.00
Wells	Fessenden-Splash Pad	09-20-23	\$ 49,250.00						\$ 49,250.00
Wells	Manfred Comfort Station & Park	03-20-24	\$ 9,372.00						\$ 9,372.00
Wells	Harvey Swimming Pool	09-16-24	\$ 50,000.00						\$ 50,000.00
Williams	Wildrose Community Garden	03-30-22	\$ 1,000.00				\$ (1,000.00)		\$ -
Williams	BlackTail Beach Trail	09-28-22	\$ 22,500.00						\$ 22,500.00
Williams	Tioga Dam Trail & Park	09-28-22	\$ 24,000.00			\$ 24,000.00			\$ -
Williams	Williston Water World	03-30-23	\$ 75,000.00		\$ 19,531.18	\$ 55,468.82			\$ -
Williams	Coyote Clay Target Range Phase 3	03-20-24	\$ 50,000.00			\$ 50,000.00			\$ -
Williams	Grenora Sunset Park Pre-K Playground	03-20-24	\$ 5,000.00						\$ 5,000.00
Williams	Spring Lake Frisbee Golf & Bathroom	03-20-24	\$ 27,688.00			\$ 25,498.46			\$ 2,189.54
<b>TOTALS</b>			<b>\$ 2,198,288.00</b>	<b>\$ 905,032.00</b>	<b>\$ 337,230.27</b>	<b>\$ 776,006.45</b>	<b>\$ (255,170.48)</b>	<b>\$ 1,734,912.80</b>	

GARRISON DIVERSION CONSERVANCY DISTRICT MR&I Project Construction Report September 30, 2025						
Project	Current Funding			2025		
	Federal MR&I Funding	MR&I Fund Expenditures	Total Expenditures	MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
ENDAWS	\$ 6,870,000.00	\$ 1,137,139.07	\$ 237,394.78	\$ 1,374,533.85	\$ 5,495,466.15	
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 57,412,338.49	\$ 2,347,001.56	\$ 59,759,340.05	\$ 6,815,155.80	
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47	\$ 3,210,130.47	\$ 3,210,130.47	\$ 1,449,869.53	
<b>Totals</b>	<b>\$ 78,104,495.85</b>	<b>\$ 61,759,608.03</b>	<b>\$ 2,584,396.34</b>	<b>\$ 64,344,004.37</b>	<b>\$ 13,760,491.48</b>	

GARRISON DIVERSION CONSERVANCY DISTRICT MR&I BIL Agreement Project Construction Report September 30, 2025						
Project	Current Funding					
	Federal MR&I Funding	MR&I Fund Expenditures	2025 Prior MR&I Fund Expenditures	MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	\$ -	\$ 28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ 4,009,614.61	\$ 2,928,533.28	\$ 6,938,147.89	\$ 461,852.11	
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 1,322,343.30	\$ 2,695,762.98	\$ 4,018,106.28	\$ 481,893.72	
<b>Totals</b>	<b>\$ 40,545,000.00</b>	<b>\$ 5,331,957.91</b>	<b>\$ 5,624,296.26</b>	<b>\$ 10,956,254.17</b>	<b>\$ 29,588,745.83</b>	

# Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting  
October 16-17, 2025

## State Municipal Rural and Industrial Program

### **Northwest Area Water Supply (NAWS)**

Construction is ongoing for the Biota Water Treatment Plant (WTP) Phase I (Contract 7-2A/4-1A), the Snake Creek Pumping Plant (SCPP) Intake Modification (Contract 6-1A), and the Snake Creek Pumping Plant Discharge Pipeline (Contract 2-1E). The Biota WTP Phase I construction is more than 95 percent complete; however, the startup of the Biota WTP has been delayed. The SCPP Intake Modification project work is ongoing. The demolition phase of the project is complete, and construction is ongoing. The Snake Creek Pumping Plant Discharge Pipeline contract is near substantial completion. Reclamation continues working with the Department of Water Resources and Garrison Diversion in the planning of the permanent intake for NAWS at the SCPP (Contract 1-1A). The U.S. Army Corps of Engineers' 408/404 Permits have been issued and the project was advertised. Bids were opened July 21, 2025, with ECI being the low bidder. The contract was awarded to ECI for \$31,193,837.

The Minot WTP Phase III (Contract 7-1C) and the Souris Reservoir & Pump Station (Contract 4-4A/5-4A) projects are planned but design has not been initiated yet.

Reclamation is collaborating with the Department of Water Resources and the City of Minot regarding the Operations & Maintenance Agreement for the NAWS Biota WTP. In September 2024, a Cooperative Agreement was executed between Reclamation and the State Water Commission (represented by the Department of Water Resources) which is the funding mechanism by which Reclamation provides Federal funds for the Operations and Maintenance of the Biota WTP.

### **Eastern North Dakota Alternate Water Supply (ENDAWS)**

Reclamation, Garrison staff, and Garrison's consultant are coordinating with the U.S. Fish and Wildlife Service on proposed pipeline routes. Discussions on this topic continue to ensure compliance with National Environmental Policy Act (NEPA) commitments. The purchase of easements for this project has been included in the Cooperative Agreement (R17AC00049) as an approved activity. Design has begun on pipeline alignment and location of facilities (intake, Biota water treatment plant, & pumping stations).

### **Southwest Pipeline Project**

The Department of Water Resources is working with the contractor on a claim filed and a path forward with this project.

### **Cooperative Agreement**

Reclamation and Garrison Diversion's working relationship for the State Municipal, Rural, and Industrial (MR&I) Program is defined by the terms of a Cooperative Agreement (R17AC00049).

Nineteen modifications have been completed for this agreement for the purposes of adding construction projects, engineering projects, and/or obligating funds to the agreement.

Reclamation anticipates limited funding for the State MR&I program because we are rapidly approaching the authorized Federal funding ceiling for the program. Reclamation has been communicating with Garrison Diversion regarding the funding ceiling.

Another Cooperative Agreement (R23AC00093) includes the design and construction tasks funded by Bipartisan Infrastructure Law (BIL) funding. Projects included in this agreement include the design and construction tasks associated with Phase II of the NAWS Biota WTP, the Bottineau Reservoir and Pump Station contract and the SCPP Discharge Pipeline. No FY2025 BIL funds have been requested for this program due to the approaching Federal funding ceiling.

## Indian MR&I Program

### Standing Rock MR&I System

Contract 4-1 Schedule 2 was advertised, and bids were opened on May 8, 2024, with Carstenson Contracting Inc. (CCI) the low bidder. CCI's bid of \$3,993,692.35 was \$222,059.76 lower than the second lowest bidder (Wagner Construction) and \$276,390.87 lower than the engineer's estimate. This project includes furnishing and installing approximately 126,670 feet of 2 inch through 4 inch diameter Polyvinyl Chloride (PVC) pipe, connections to 35 services, wet tap tie-ins, road and stream crossings and all other related appurtenances as required by the project drawings, specifications, and contract documents. The final completion date is on or before December 12, 2025. The pre-construction conference took place on September 11, 2024. Three Change Orders have been added to the contract to date. Change Order No. 1 added 2 users to the contract in the amount of \$447,140.70. Change Order No. 2 added 3,120 linear feet of 6" SDR 21 PVC Pipe and 1,415' of 8" HDPE and associated appurtenances. Change Order No. 2 is in the amount \$410,775.98 and will be reimbursed by the South Dakota Department of Transportation. The Tribe entered an agreement with the South Dakota Department of Transportation to move the pipeline for a road and bridge project close to the Grand River Casino. Change Order No. 3 adds 4 users, adds 2,160 linear feet of pipe, and associated appurtenances. Change Order No. 3 also extends the substantial completion date to October 12, 2025, and the final completion date to December 21, 2025. In September pay application No. 5 was issued and the project was approximately 44 percent complete.

In March 2023, Reclamation awarded the Tribe \$10,548,561 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This AI money funds five projects: Cannonball Asbestos Cement (AC) Pipe Replacement, Kenel AC Pipe Replacement, Master Meter Upgrades, Office and Shop Upgrades, and Wakpala Pipeline Relocation. Reclamation awarded the Tribe with \$8,173,321 in funding for four AI projects in Fiscal Year 2024: Fort Yates Mainline Replacement, Hilltop Tank, Chemical Feed Building Rehabilitation, and partially funded the Standing Rock Rural Water Area Meter Installation and Supervisory Control and Data Acquisition (SCADA) upgrades. The FY2025 AI awards were announced on December 3, 2024, with Standing Rock receiving an additional \$500,000 of partial funding for the Area Meter project.

Standing Rock recently advertised two contracts, the Cold Storage building and the MRI Office Upgrades. Both projects were first bid on November 7, 2024. The MRI Office Upgrades includes replacement of the roof and windows, adding a vestibule, and remodeling the interior of the office space. Standing Rock received one bid from T.F. Powers Construction Company in the amount of \$2,186,334. The engineer's estimate was \$1,200,600. Standing Rock readvertised for a bid opening on January 29, 2025, and received four bids. The low bid was \$1,242,978 from Tooz Construction, Inc. out of Dickinson, North Dakota. The Cold Storage Building contract consists of an 80-foot x 100-foot building along with site work. The Cold Storage Building contract was also advertised on November 7, 2024, with two bids received. The low bid was from T.F. Powers in the amount of \$1,897,983. The engineer's estimate was \$1,604,250. Standing Rock decided to readvertise the project for a bid opening on January 29, 2025. Five bids were received with the low bid being from Tooz Construction in the amount of \$1,245,686.67. Standing Rock awarded both contracts to Tooz Construction. The Preconstruction conference was held on May 14, 2025, for both contract 2-6 and 2-7.

### **Spirit Lake MR&I System**

Preliminary design and right-of-way acquisitions continued on several projects including: Tokio Service Area Phase II, Service to Warwick School, and Service the city of Oberon.

In March 2023, Reclamation awarded the Tribe \$2,192,370 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This AI money funds four projects: Spirit Lake Office Upgrades, R5 Tank Access Road, Saint Michael Reservoir Recoat, Water Treatment Plant Access Road Repair. Spirit Lake was again awarded AI funds in December 2024, for three projects in the amount of \$1,200,286. The projects include Filter Media Replacement, Pneumatic Valve Replacement and the Fort Totten Piping Project.

Spirit Lake has completed all easements and cultural resource work for the Tokio Service Area Rural Distribution Phase I contract and submitted the plans and specifications for review. Plans and specifications were reviewed, and comments sent to Spirit Lake on April 1, 2025. The Tokio Service Area was advertised with a bid opening of July 10, 2025. The Tribe decided not to award the Tokio Service Area Phase I and have changed their priorities to serve the cities of Warwick and Oberon.

### **Fort Berthold Rural Water System (FBRWS)**

With the FY2025 obligation, Reclamation will consider the Three Affiliated Tribes (Tribe) to have reached their Dakota Water Resources Act (DWRA) authorized construction ceiling. No additional funds will be obligated to their construction contract.

In September 2024, the PL 93-638 contract was executed with the Tribe for Infrastructure Investment and Jobs Act Aging Infrastructure (IIJA-AI) projects, which included the original twelve (\$54.38 million) that were approved in March 2023. In May 2025, four more projects were awarded (\$7.285 million), with two being partially funded. FY26 IIJA-AI applications were submitted that requested the balance of funds for the two partially funded projects. All IIJA-AI projects are in various phases of design or construction.

Five potable water storage tanks were advertised/awarded in spring 2024, one is funded with FBRWS construction ceiling, one with IIJA-AI funds, and the other three are Tribally funded. The tanks are in various construction phases.

Reclamation will continue to submit permit applications to the U.S. Army Corps of Engineers for FBRWS raw water intake(s), pipelines, etc. for MR&I purposes as needed by the Tribe.

A Programmatic Environmental Assessment (PEA) was completed in January 2024, which covers the FBRWS Phase III construction, operation, and maintenance activities including IIJA-AI projects.

### **Turtle Mountain Rural Water System**

Contract 3-2 Membrane Treatment Improvements - The membrane treatment project will address the formation of disinfection by-products caused by an organic component in the source ground water. Project re-advertised in September 2019, with two responsible bidders submitting bids, with apparent low bidder being approximately \$1 million over. Consultant negotiated with low bidder, and project was awarded in July 2020. Construction began fall 2020. A soft start-up was completed in December 2024, with some issues being addressed. They are currently working on tasks associated with start-up of the plant. The WTP was also awarded AI money to complete rehab in the existing portion of the plant (\$773,707). Most of this work has been completed.

Contract 2-4 Thorne Reservoir and Booster Station – This project includes the construction of a 500,000-gallon raw water reservoir and booster pumping station, which will help to meet pressure and quantity demands on the system and will increase the efficiencies of the well field pumps. This project was advertised spring 2020, with all bids being \$3 million plus above engineer's estimate. Consultant amended the Plans and Specifications, and re-advertised fall 2020. Negotiations with contractor took place with the project being awarded spring 2021. Project is near substantial completion but will be started up in conjunction with the WTP expansion.

Contract 4-3 Belcourt Sewer and Water Phase 5 – This project will replace aging existing water and sewer lines within Belcourt. This project received \$4 million in AI Funding. It was advertised and awarded to Marion Contracting for \$6,335,487. Project is currently under construction.

In March 2023, Reclamation approved \$13.023 million of AI funds for Turtle Mountain, \$12.789 million approved in May 2024, and \$28.282 million approved in FY2025. The Tribe requested a PL 93-638 contract for the funds, and the agreement was executed in September 2024.

Approved AI Projects currently in design/construction include: Raw Water Line Replacement Thorne to WTP (\$12 million), 3 Mile Road Watermain Replacement (\$1.85 Million), HWY 3 BIA 8 Watermain Replacement (\$6 Million), Raw Water Line Replacement Rolette and Shell Valley (\$11.482 million), BIA 5&6 Watermain Replacement (\$5 Million), Hwy 5 Watermain Replacement (\$10.83 Million), Reservoir C West Watermain Replacement (\$5.37 Million), and Reservoir C East (\$6.99 Million).

## Trenton Indian Service Area

The Hilltop Water and Sewer Replacement and Pressure Reducing Valve (PRV) Vault project was awarded to Teraflex Group, LLC for \$495,835 and construction work was started summer 2018. The project installed 2,539 linear feet of water line and will replace the existing Booster Station B with a PRV to connect to the existing Western Area Water Supply mainline. User agreement with Western Area Water Supply was being negotiated, with work on the PRV to be completed after agreement was finalized. Trenton received a letter from the City of Williston stating they would be cutting off Trenton's bulk supply by April 15, 2025, but Williston went back on that shutoff date and Trenton is still using this as their supply. Northwest Rural Water District has sent Trenton an agreement for them to provide the supply, but that agreement is not acceptable to Trenton. Trenton is working on resolving this issue with the City of Williston. Additional leak investigation was completed with the finding showing the leak is not coming from Trenton infrastructure. The City of Williston then voted to keep supplying Trenton with water. Trenton submitted a project to the Tribal Domestic Water Supply Program which includes a study evaluating the development of their own source water, but it was not selected for funding in 2025. Trenton has requested to have an agreement with Reclamation to cover a portion of their O&M expenses, and an O&M transfer agreement is being drafted.

## Principal Supply Works

### Repayment Contract

Reclamation continues to collaborate with Garrison Diversion on the Municipal and Industrial (M&I) pricing for the capital repayment of the Garrison Diversion Unit Project. On June 29, 2022, Regional Director presented Garrison Diversion with a repayment cost of \$47,501 per cubic feet per second. Garrison Diversion did not accept the repayment cost presented.

### Snake Creek Pumping Plant

Reclamation continues discussion with the U.S. Army Corps of Engineers on the Snake Creek embankment foundation concerns. Reclamation has signed to be a cooperating agency with the U.S. Army Corps of Engineers in preparing their Dam Safety Modification Study and National Environmental Policy Act (NEPA) Review. The preferred alternative removes the 43-foot reservoir restriction and focuses any future reservoir restrictions to be based on embankment performance data at the time. The State of North Dakota stated that they were okay with either RMP 4 or 4A (partial cutoff or full cutoff wall). They would prefer the complete cutoff wall but would be okay with the partial. Anything shy of that proposed repair would be unacceptable to the State.

Reclamation reimbursed \$3.24 million to Garrison Diversion for the Snake Creek cofferdam removal share allocated to operation and maintenance.

### McClusky and New Rockford Canals

Reclamation and Garrison Diversion continue to discuss potential title transfer of New Rockford Canal. Costs were also provided to Garrison Diversion for the entire Garrison Diversion Unit principal supply works. Reclamation is seeking a solicitor's opinion on Garrison Diversion's questions of whether sections of the Dakota Water Resources Act of 2000 would apply to Garrison Diversion after title transfer.

## Irrigation

### **Jamestown Dam**

Jamestown Dam is at the base of flood control, elevation 1429.8, and will continue to pass inflows. The annual site inspection was completed on September 3, 2025. No releases were made for irrigation in 2025.

Reclamation is drafting an excess capacity contract for Garrison Diversion to store their water within Jamestown Dam.

### **Turtle Lake and McClusky Canal Irrigation Areas**

Total acres irrigation from the McClusky Canal are 7,842.6.

### **Standing Rock Irrigation Project**

Geotechnical evaluation at Eagle Unit is under review by the U.S. Army Corps of Engineers for their approval before moving forward with the project.

Tribe was selected for FY2024 BIL AI money for Fort Yates Powerline Replacement and elected to modify their existing agreement. Reclamation has worked with the Tribe and their irrigator to develop a long-term plan that addresses the future of their three irrigation units. This plan is being used to explore the availability of funds to complete their efforts.

Tribe did fill in the Reservation Resources Director that is the Tribe's technical representative for their current agreement.

## Recreation Development

### **Chain of Lakes**

Campground hosts have vacated until next season begins in May 2026.

2025 Recreation Report completed.

New Categorical Exclusion Checklist (CEC) and plans being drafted to repair and expand the East Park Lake Dump Station, due to overflow and pipe blockages.

Law Enforcement agreements in place to continue through 2026.

### **Hoffer Lake**

Hoop House construction is near completion.

New gravel projects have been proposed – two access points to new primitive campsites, pads for dumpsters, and shoreline stabilization. Macie Edwards started a Categorical Exclusion Checklist and Ashley Persinger reached out to the U.S. Army Corps of Engineers for potential permit requirements and are waiting for more details. CEC is currently with cultural.

## **North Dakota Natural Resources Trust**

Funding modification has been approved and awarded. This will be the last funding modification to their agreement unless new legislation is passed.

## **Wildlife Program**

### **Lonetree**

Funding modification has been approved and awarded.

### **Audubon**

Funding modification has been approved and awarded.

### **Arrowwood**

The fish barrier building exploded after a propane valve failed on the propane generator on September 1, 2025. The fish barrier was turned off for the season and electrical equipment was salvaged. Reclamation, U.S. Fish and Wildlife Service, and Garrison Diversion will work together to rebuild the building this winter.

### **Scattered Tracts**

Sean Lofgren has taken over as the Garrison Diversion Unit contact upon the retirement of Kathy Baer in April of 2025. Funding modification has been approved and awarded. The Semi-Annual meeting was held in Carrington on September 18, 2025. A tentative schedule for the 2026 DIRT tour (Kulm/Tewaukon/Jamestown Game & Fish) was discussed and will occur either the week of July 27 or August 3. The next Semi-annual meeting will virtually occur on March 18, 2026, at 10 a.m.

**RRVWSP Work Plan Update  
September 15, 2025****CONSTRUCTION****Pipeline Construction****Contract 5B**

Pipe installation was completed in 2024, and field restoration was completed this year on the nine-mile contract.

The pipeline passed the hydrostatic testing; 296 psi was held for 4 hours.

To date, \$39,090,882.28 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2, 3, 4 and 5 have been approved, leaving the current contract price at \$47,619,339.79.

**Contract 5C**

The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

As their install targets were not being met, a second pipe crew started on July 10, and as of September 15, four crews are on site. Thus far, 28,950 feet has been installed. Tunneling subcontractor, Minger Contracting, has moved to the James River tunnel site.

To date, \$43,503,619.58 has been paid on the original contract amount of \$76,663,355.00.



Stripping Topsoil



Trench Box w/ Dewatering Pipes

**Contract 5D**

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. Thus far, the contractor has installed 44,501 feet with one pipe crew.

To date, \$43,669,880.16 has been paid on the original contract amount of \$61,677,275.00. Change Order No. 1 has been approved, leaving the current contract price at \$59,375,495.00.



Stored Pipe on Site



Placing Dewatering Pipe

### Contract 6A

The contract price is \$52,528,500.00 for 7.1 miles of pipe awarded to Carstensen Contracting. Thus far, the contractor has installed 7,077 feet of pipe.

To date, \$15,850,048.28 has been paid on the original contract amount of \$52,528,500.00.

### DESIGN

The design team is also working with Reclamation on the location for the BWTP and pump stations. Final design efforts have started on Contracts 7 and 4. Additional geotechnical data is complete.

RRVWSP Awarded Contracts				
No.	Contract Name	Contractor	Bid Price	Final Contract Price
1	Missouri River Intake Wet Well & Site Development	ICS	\$4,989,405.88	\$4,721,446.47
1	Sheyenne River Outlet Discharge Structure & Site Development	Industrial Builders	\$1,516,955.00	\$1,521,884.00
2	Missouri River Intake, Screen Structure & Tunnel	Michels	\$18,896,900.00	\$19,444,156.60
5A	Transmission Pipeline East (TPE)	Garney	\$8,366,201.00	\$8,393,396.44
5B	TPE Carrington to Bordulac	Garney	\$45,961,700.00	
5D	TPE Sykeston to Carrington	Carstensen	\$61,677,275.00	
5C	TPE Bordulac to James River	Oscar Renda	\$76,663,355.00	
6A	TPE James River to McKinnon Township	Carstensen	\$52,528,500.00	

## RESOLUTION

**WHEREAS**, the Garrison Diversion Conservancy District (Garrison Diversion) is committed to completing an irrigation project (LA 10, 14882) to benefit approximately 795 acres of irrigation in North Dakota; and

**WHEREAS**, the Department of Water Resources and State Water Commission provide funding opportunities to support water resource projects aligning with state and regional water management goals; and

**WHEREAS**, the Garrison Diversion Board of Directors has reviewed the State Water Commission Application,

**NOW, THEREFORE, BE IT RESOLVED** by the Garrison Diversion Board of Directors as follows:

- 1. Approval of Application:** The Board of Directors hereby approves the submittal of the application for the irrigation project (LA 10,14882) to the Department of Water Resources and State Water Commission.
- 2. Authorization to Submit:** The General Manager, or his designee, is hereby authorized and directed to submit the application on behalf of Garrison Diversion and to take the necessary actions to complete the application process.
- 3. Effective Date:** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Garrison Diversion Board of Directors on this 16<sup>th</sup> day of October 2025.



Jay Paul Anderson, Chairman



Duane DeKrey, General Manager



**DELINeATION OF COSTS**  
 NORTH DAKOTA DEPARTMENT OF WATER RESOURCES  
 PLANNING AND EDUCATION  
 SFN 61801 (5/2025)

DWR Date Received :

Project:	Lake Audubon Irrigation Project
Sponsor:	Garrison Diversion Conservancy District
Contact:	Ryan Anderson, Engineer
Phone:	701-650-6001
Engineer:	Ryan Anderson, GDCC
Phone:	701-650-6001

Total Cost :	\$ 1,629,399	Date:	August 22, 2025
Ineligible Cost :	\$ -		
Eligible Cost :	\$ 1,629,399	Cost-Share \$	
Local Cost :	\$ 407,350		\$ 1,222,049
		Preconstruction :	\$ 37,500
		Construction :	\$ 1,184,549

Project Type:	Cost-share %
Irrigation - Off Farm	75%

Cost Classification	Quantities	Unit	Unit Price	Total	Cost-Share %	Cost-Share \$ *

Construction Costs							
1	0.6%	Mobilization	1	LS	10,000.00	\$ 10,000	75% \$ 7,500
2	1.3%	Bonding	1	LS	20,000.00	\$ 20,000	75% \$ 15,000
3	0.0%	Insurance	1	NA	-	\$ -	75% \$ -
4	0.1%	Erosion Control	1	LS	900.00	\$ 900	75% \$ 675
5	0.3%	Traffic Control	1	LS	5,000.00	\$ 5,000	75% \$ 3,750
6	0.9%	Water Main 21 in	75	LF	200.00	\$ 15,000	75% \$ 11,250
7	9.4%	Water Main 21 in	2700	LF	55.00	\$ 148,500	75% \$ 111,375
8	7.9%	Water Main 18 in	2500	LF	50.00	\$ 125,000	75% \$ 93,750
9	1.9%	Water Main 12 in	200	LF	150.00	\$ 30,000	75% \$ 22,500
10	5.5%	Water Main 12 in	2500	LF	35.00	\$ 87,500	75% \$ 65,625
11	3.0%	Water Main 10 in	1600	LF	30.00	\$ 48,000	75% \$ 36,000
12	1.5%	Fittings	1	LS	23,100.00	\$ 23,100	75% \$ 17,325
13	3.7%	Pipeline Appurtenances	1	LS	58,200.00	\$ 58,200	75% \$ 43,650
14	0.1%	Earthwork	1	LS	1,000.00	\$ 1,000	75% \$ 750
15	12.7%	Pump Station	1	LS	200,000.00	\$ 200,000	75% \$ 150,000
16	11.4%	Electrical	1	LS	180,000.00	\$ 180,000	75% \$ 135,000
17	26.6%	Transmission Lines	1	LS	420,000.00	\$ 420,000	75% \$ 315,000
18	4.0%	Irrigation Supply Works	1	LS	63,617.00	\$ 63,617	75% \$ 47,713
19	0.0%		0		-	\$ -	75% \$ -
20	0.0%		0		-	\$ -	75% \$ -
21	0.0%		0		-	\$ -	75% \$ -
22	0.0%		0		-	\$ -	75% \$ -
23	0.0%		0		-	\$ -	75% \$ -
24	0.0%		0		-	\$ -	75% \$ -
25	0.0%		0		-	\$ -	75% \$ -
26	0.0%		0		-	\$ -	75% \$ -
		<b>Construction Sub-Total</b>			\$ 1,435,817	75%	\$ 1,076,863
		<b>Contingency</b>			\$ 143,582	75%	\$ 107,686
		<b>Construction Total</b>			\$ 1,579,399	75%	\$ 1,184,549

Preconstruction Costs							
27	3.2%	Final Design	1	LS	50,000.00	\$ 50,000	75% \$ 37,500
28	0.0%		0		-	\$ -	75% \$ -
29	0.0%		0		-	\$ -	75% \$ -
30	0.0%		0		-	\$ -	75% \$ -
31	0.0%		0		-	\$ -	75% \$ -
	3.1%	<b>Preconstruction Total</b>			\$ 50,000	75%	\$ 37,500

Construction Engineering Costs							
32	0.0%		0		-	\$ -	75% \$ -
33	0.0%		0		-	\$ -	75% \$ -
34	0.0%		0		-	\$ -	75% \$ -
35	0.0%		0		-	\$ -	75% \$ -
36	0.0%		0		-	\$ -	75% \$ -
	0.0%	<b>Construction Engineering Total</b>			\$ -	75%	\$ -

Other Eligible Costs							
37	0.0%		0		-	\$ -	75% \$ -
38	0.0%		0		-	\$ -	75% \$ -
39	0.0%		0		-	\$ -	75% \$ -
40	0.0%		0		-	\$ -	75% \$ -
41	0.0%		0		-	\$ -	75% \$ -
	0.0%	<b>Other Eligible Total</b>			\$ -	75%	\$ -

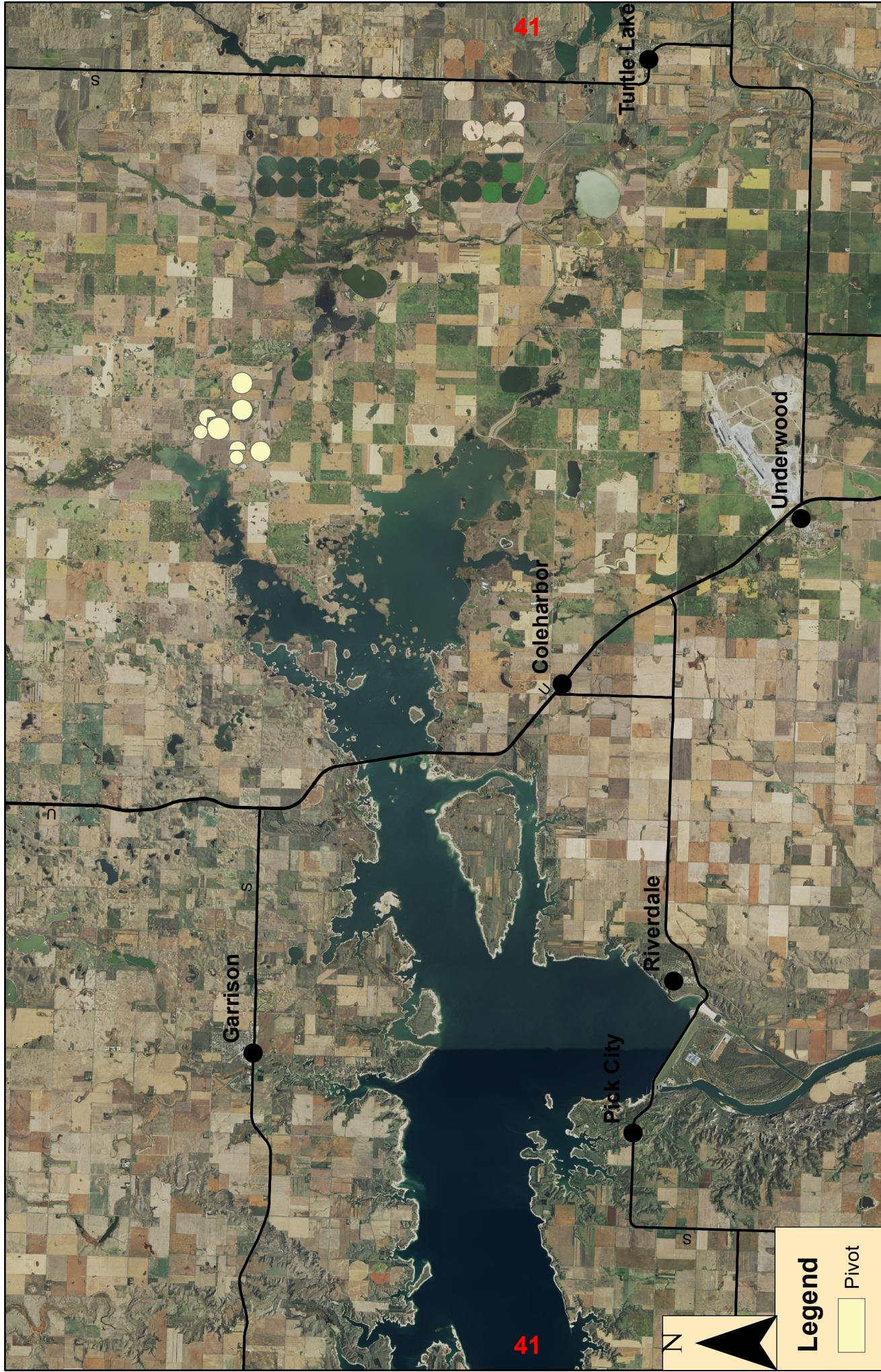
In-eligible Costs							
42	0.0%		0		-	\$ -	0% \$ -
43	0.0%		0		-	\$ -	0% \$ -
44	0.0%		0		-	\$ -	0% \$ -
45	0.0%		0		-	\$ -	0% \$ -
	0.0%	<b>Other Ineligible Total</b>			\$ -	0%	\$ -

100.0%	Total	\$ 1,629,399		
	Eligible Total	\$ 1,629,399	75%	\$ 1,222,049

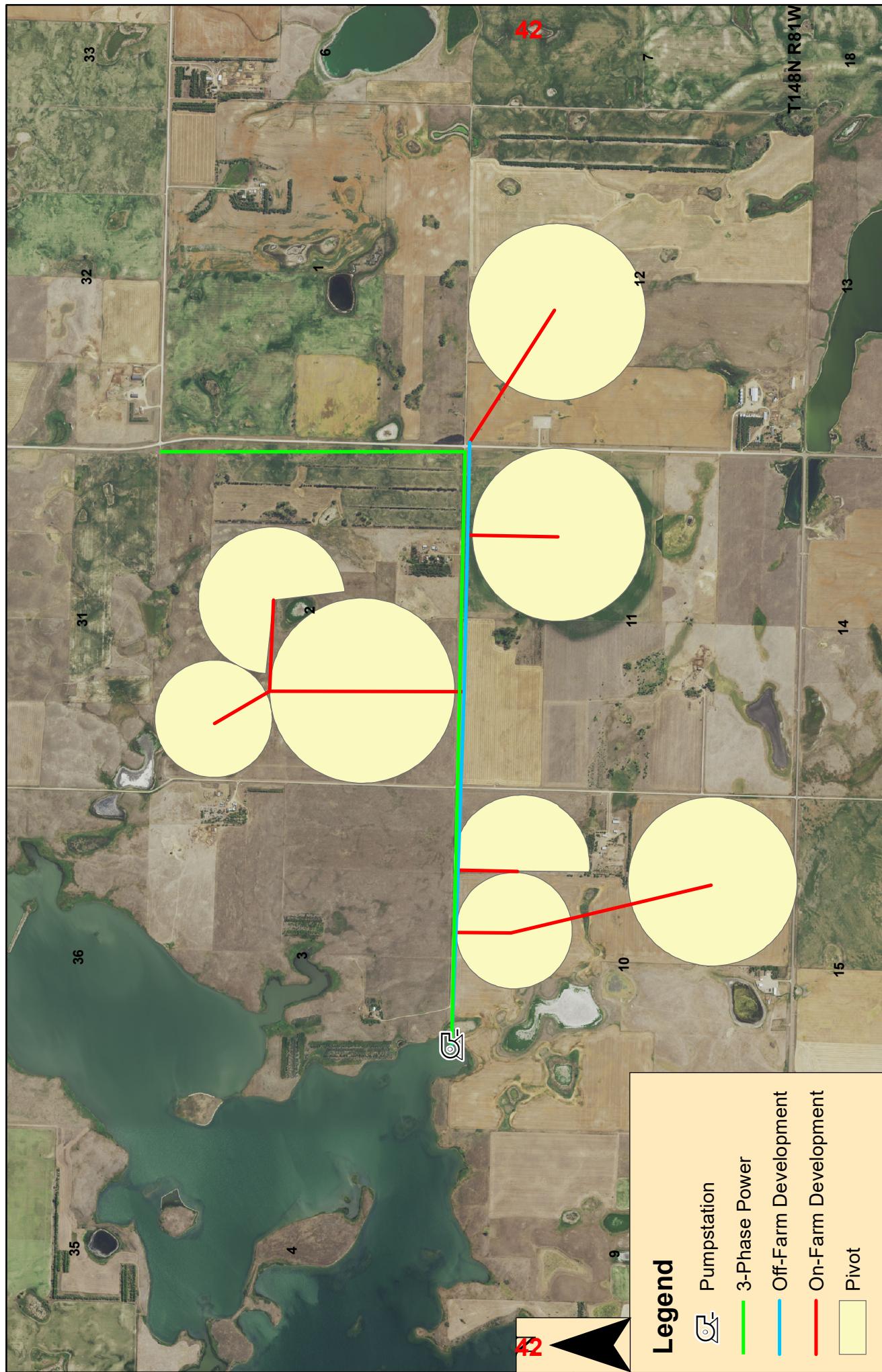
Federal or State Funds That Supplant Costs	\$ -		
Eligible Cost Total	\$ 1,629,399	75%	\$ 1,222,049

\* The cost-share estimate is purely for planning and informational purposes only and does not, in any way, guarantee a financial commitment to any degree, from the State Water Commission.

# Audubon Irrigation Project Location



# Audubon Irrigation Project Layout



## RESOLUTION

**WHEREAS**, the Garrison Diversion Conservancy District (Garrison Diversion) is committed to completing an irrigation project (MM 10R) to benefit approximately 214 acres of irrigation in North Dakota; and

**WHEREAS**, the Department of Water Resources and State Water Commission provide funding opportunities to support water resource projects aligning with state and regional water management goals; and

**WHEREAS**, the Garrison Diversion Board of Directors has reviewed the State Water Commission Application,

**NOW, THEREFORE, BE IT RESOLVED** by the Garrison Diversion Board of Directors as follows:

- 1. Approval of Application:** The Board of Directors hereby approves the submittal of the application for the irrigation project (MM 10R) to the Department of Water Resources and State Water Commission.
- 2. Authorization to Submit:** The General Manager, or his designee, is hereby authorized and directed to submit the application on behalf of Garrison Diversion and to take the necessary actions to complete the application process.
- 3. Effective Date:** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Garrison Diversion Board of Directors on this 16<sup>th</sup> day of October 2025.



Jay Paul Anderson, Chairman



Duane DeKrey, General Manager



## **DELINEATION OF COSTS**

**NORTH DAKOTA DEPARTMENT OF WATER RESOURCES  
PLANNING AND EDUCATION**  
SFN 61801 (5/2025)

DWR Date Received :

<b>Project:</b>	MM 10R Irrigation Project
<b>Sponsor:</b>	Garrison Diversion Conservancy District
<b>Contact:</b>	Ryan Anderson, Engineer
<b>Phone:</b>	701-650-6001
<b>Engineer:</b>	Ryan Anderson, GDCD
<b>Phone:</b>	701-650-6001

<b>Total Cost :</b>	\$ 402,298	<b>Date:</b>	August 22, 2025
<b>Ineligible Cost :</b>	\$ -		
<b>Eligible Cost :</b>	\$ 402,298		<b>Cost-Share \$</b>
<b>Local Cost :</b>	\$ 100,575		\$ 301,723
		<b>Preconstruction :</b>	\$ 18,750
		<b>Construction :</b>	\$ 282,973

Project Type:	Cost-share %
Irrigation - Off Farm	75%

Preconstruction Costs								
27	6.6%	Final Design	1	LS	25,000.00	\$ 25,000	75%	\$ 18,750
28	0.0%		0		-	\$ -	75%	\$ -
29	0.0%		0		-	\$ -	75%	\$ -
30	0.0%		0		-	\$ -	75%	\$ -
31	0.0%		0		-	\$ -	75%	\$ -
	6.2%	Preconstruction Total				\$ 25,000	75%	\$ 18,750

Construction Engineering Costs							
32	0.0%	0		-	\$	-	75%
33	0.0%	0		-	\$	-	75%
34	0.0%	0		-	\$	-	75%
35	0.0%	0		-	\$	-	75%
36	0.0%	0		-	\$	-	75%
	0.0%	Construction Engineering Total			\$	-	75%

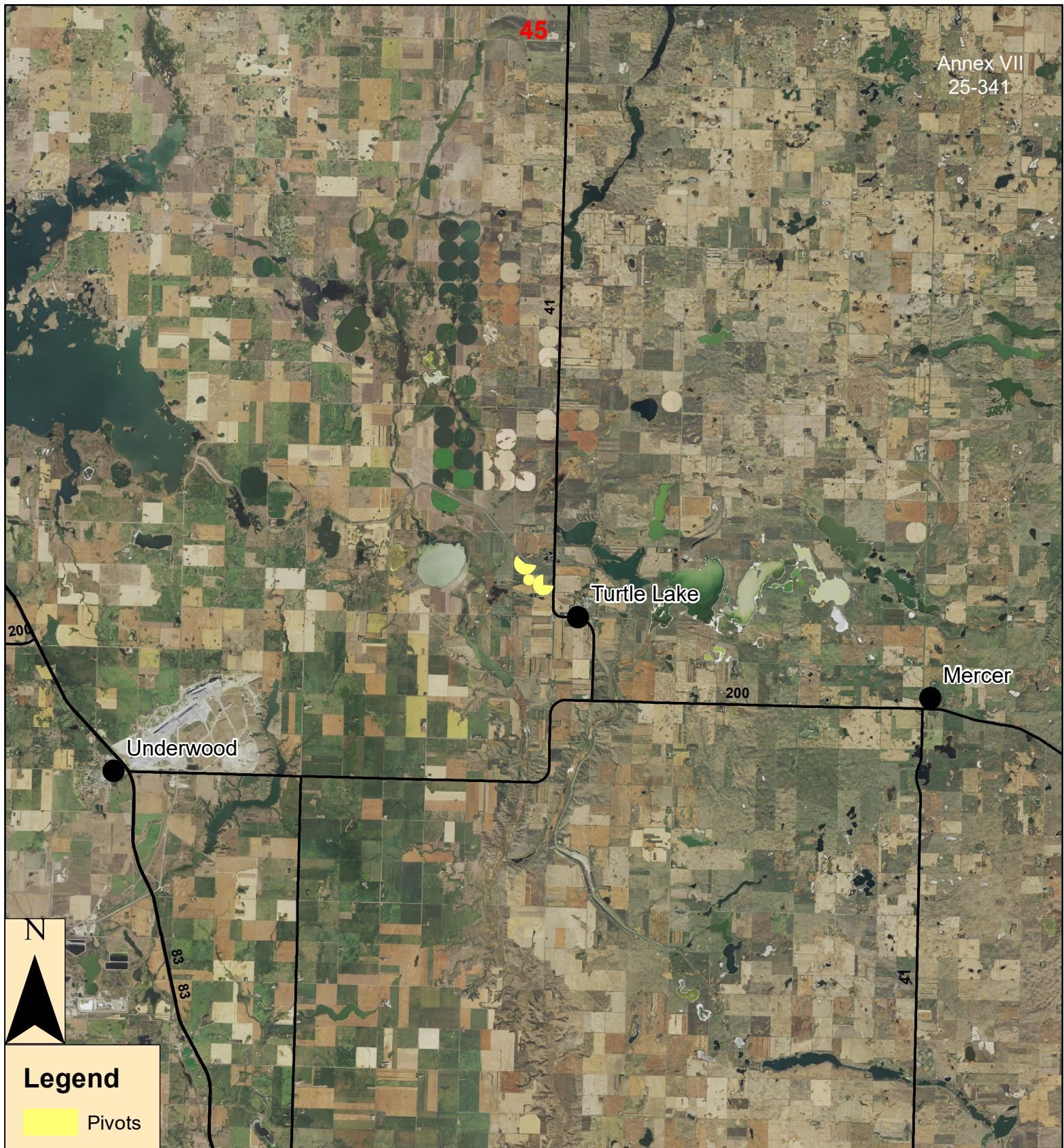
Other Eligible Costs								
37	0.0%		0		-	\$	-	75%
38	0.0%		0		-	\$	-	75%
39	0.0%		0		-	\$	-	75%
40	0.0%		0		-	\$	-	75%
41	0.0%		0		-	\$	-	75%
	0.0%	<b>Other Eligible Total</b>				\$		75%

In-eligible Costs							
42	0.0%	0		-	\$ -	0%	\$ -
43	0.0%	0		-	\$ -	0%	\$ -
44	0.0%	0		-	\$ -	0%	\$ -
45	0.0%	0		-	\$ -	0%	\$ -
	<b>0.0%</b>	<b>Other Ineligible Total</b>			<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>

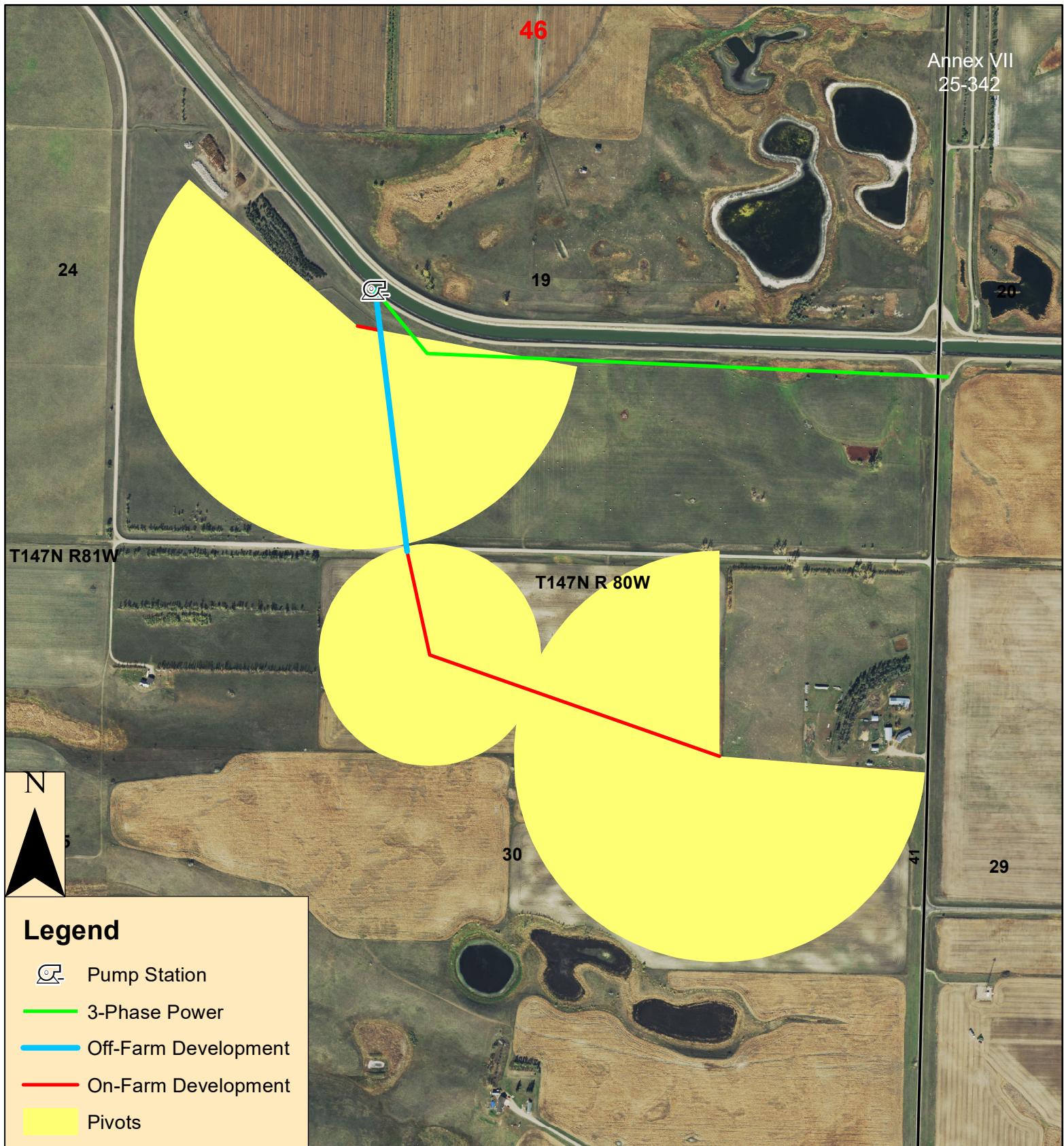
100.0%	<b>Total</b>	\$ 402,298
	<b>Eligible Total</b>	\$ 402,298

<b>Federal or State Funds That Supplant Costs</b>	\$	-
<b>Eligible Cost Total</b>	\$	402,298

\* The cost-share estimate is purely for planning and informational purposes only and does not, in any way, guarantee a financial commitment to any degree, from the State Water Commission.



# MM 10R Project Location



# MM 10R Project Layout

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

25-343

## **GARRISON DIVERSION CONSERVANCY DISTRICT**

### **SPECIAL BOARD MEETING**

**By Video Conference**  
**November 24, 2025**

A special meeting of the Garrison Diversion Conservancy District Board of Directors was held on November 24, 2025, by video conference. The meeting was called to order by Acting Chairman Greg Bischoff at 9:30 a.m.

#### **MEMBERS PRESENT**

Acting Chairman Greg Bischoff  
Second Vice Chairman Jeff LeDoux  
Director Dave Anderson  
Director Robin Arndt  
Director Kyle Blanchfield  
Director Nikki Boote  
Director Steve Forde  
Director Roger Gunlikson  
Director David Johnson  
Director Larry Kassian  
Director Bruce Klein  
Director Kelly Klosterman  
Director Margo Knorr  
Director Steve Metzger  
Director Brian Orn  
Director Jason Siegert  
Director Ken Vein  
Director Alan Walter  
Secretary Duane DeKrey

#### **MEMBERS ABSENT**

Chairman Jay Anderson  
Director Mark Cook  
Director Cliff Hanretty  
Director Geneva Kaiser  
Director Brandon Krueger  
Director Bill Ongstad  
Director Jim Pellman  
Director Kenny Rogers  
Director Mike Tweed  
Director Donald Zimbleman

**OTHERS PRESENT**

Garrison Diversion staff members and others were present. 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.

**INTERIM FINANCING AGREEMENT SERIES F**

Merri Mooridian, Administrative Officer, Garrison Diversion, stated the Interim Financing Agreement, Series F, has been revised. She called on legal counsel for comments.

Tami Norgard, Vogel Law Firm, noted the board has had previous discussions regarding Series F, and they did approve the document contingent upon final approval by bond counsel and Chairman Anderson.

Mia Thibodeau, Fryberger Law, stated she requested that Series F be included on the agenda along with the bond resolution, which is a separate agenda item. This is due to the significant revisions made to the Series F agreement and proposed by the LAWA member entities. One major revision binds Garrison Diversion to a split delivery method. She noted this is a commitment that had not been made prior to Series F; however, this provision has been reviewed internally, and it appears Ms. Norgard and the board are comfortable with this change.

Ms. Thibodeau reported she reviewed the revised financing language, specifically Sections 3.04 and 3.08, which significantly differ from prior interim financing agreements. Previous language stated revenues were "irrevocably pledged from legally available revenues," while the revised agreement uses the phrase "agree and covenant to pay from legally available revenues." She explained bond counsel prefers the "irrevocably pledged" language, as it is commonly used in connection with municipal debt obligations; however, the revised language still constitutes a binding promise to pay. Nonpayment by a member entity would be considered a default under the agreement, and in such event, the agreement requires the member entity to raise its revenues to a level sufficient to pay its pro-rata share of the debt. She added that the Bank of North Dakota (BND) has approved the revised language in Series F, and that both she and the BND bond counsel are comfortable proceeding.

Ms. Thibodeau stated she further reviewed the recital language and the remaining modified provisions and identified two outstanding issues she has been discussing via email with John Shockely, Ohnstad Twichell. One issue relates to the application of the Cooperation Agreement. The revised Series F agreement specifies that the Cooperation Agreement applies only to LAWA and does not apply to the member entities. However, all prior interim financing agreements incorporated the Cooperation Agreement and made it specifically applicable to the member entities. She explained this distinction is significant because, under the Cooperation Agreement, nonpayment by LAWA constitutes a default, and through its incorporation, a nonpayment by a member entity likewise constitutes a default.

Ms. Thibodeau emphasized the need to confirm member entity signoffs and to obtain final resolution of the outstanding issues before proceeding.

Director Walter asked if, under Series F, LAWA is agreeing to the obligation rather than each individual member entity, and what would occur if an individual member entity failed to make its required payment.

Ms. Thibodeau responded that under Series F, each member entity separately agrees to pay its pro-rata share of the obligation. If a member entity fails to make its payment, the agreement provides that the member entity may be required to raise its revenues to a level sufficient to satisfy its pro-rata share. She reiterated her concern that the revised language regarding the Cooperation Agreement affects the prior interim financing agreements, which relied on the Cooperation Agreement to establish default mechanisms rather than specifying them directly. She suggested including language to amend the prior interim financing agreements to clearly address and preserve the applicable default provisions.

Acting Chairman Bischoff asked how the prior interim financing agreements would operate in conjunction with Series F, specifically whether the Cooperation Agreement would continue to apply to the earlier agreements if it was excluded from Series F, or whether it would be eliminated entirely.

Ms. Norgard responded that Series F was provided to LAWA's legal counsel on May 2, with no response received until August 11. Because the City of Grand Forks did not sign Series F, it strongly objected to executing the agreement with language stating that it was bound by the Cooperation Agreement. As a result, Article I of Series F states that the parties acknowledge and agree Series F is a multi-party agreement and that the terms and conditions of the Cooperation Agreement do not apply to the member entities. She explained that significant effort was made to revise the language in a manner acceptable to the cities.

Ms. Norgard stated the intent of the revised language is to acknowledge that the cities are not independent signatories to the Cooperation Agreement, while Garrison Diversion and LAWA remain bound by it. The cities did not want to be bound by the Cooperation Agreement, and it was acknowledged they were not signers. She noted one provision, in particular, that Grand Forks and Fargo objected to was the dispute resolution language in the Cooperation Agreement. As a result, Garrison Diversion offered to negotiate alternative language related to decision-making. Ms. Norgard expressed hope that Ms. Thibodeau and Mr. Shockely could develop alternative language that would be acceptable to all parties with respect to that provision.

Ms. Thibodeau stated upon reviewing the prior interim financing agreements, a blanket statement indicating that the Cooperation Agreement does not apply to member entities creates an issue. She believes there is a straightforward way to address this concern and expressed hope that she and Mr. Shockely could resolve it promptly.

Acting Chairman Bischoff asked whether the BND's bond counsel is comfortable with this aspect of the agreement.

Ms. Thibodeau replied she has not yet spoken with Scott Wagner, bond counsel for the BND, but stated she would be returning his call later that day to obtain his input on the revised language.

Ms. Thibodeau emphasized the importance of the Garrison Diversion Board reviewing Series F at this meeting, noting that significant revisions have been made since the last version presented to the Board. She expressed optimism that the remaining issue could be resolved in short order and recommended approval of Series F contingent upon final signoff by legal counsel.

Mr. Shockely stated he had just received Ms. Thibodeau's most recent comments that morning and had already responded. He noted that not all agreements contain every provision desired by all parties and emphasized the extensive effort undertaken to obtain member entity approval

of the current version of the agreement. He stated he does not believe it is in anyone's best interest to engage in further rounds of revisions and urged the Board to make a commercial policy decision and approve the agreement as presented. Mr. Shockely added that he worked with Mr. Wagner to develop language acceptable to the BND and expressed uncertainty regarding how long it would take to return to the member entities for additional review and approval.

Ms. Thibodeau asked Mr. Shockely whether he had a response to her concerns regarding the Cooperation Agreement.

Mr. Shockely replied that he did not, as he has not yet had an opportunity to discuss the matter with the member entities. He stated he is uncertain whether the member entities would accept the proposed changes, or any changes, at this point.

Acting Chairman Bischoff commented that it appeared Mr. Shockely should return to the member entities, at least for a brief discussion.

Ms. Norgard suggested revising the language that Ms. Thibodeau is concerned about by stating that the Cooperation Agreement is not signed by the member entities, rather than stating that it does not apply to them. She noted this language is factually accurate and may be less problematic.

Ms. Norgard further stated the Board was recently alerted that Valley City may have concerns and is discussing the possibility of not signing Series F, pending confirmation regarding the Assurance Agreement. She asked Mr. Shockely if he could provide an update on that matter.

Mr. Shockely responded that he is aware of the issue, but that is a discussion occurring between LAWA leadership and its member entities. At this time, he stated he is unable to comment further.

Duane DeKrey, Secretary, commented it is difficult for the Board to vote on an issue that is not yet complete. He stated unresolved issues related to Valley City, the Cooperation Agreement, and the Assurance Policy place the Board in a challenging position. He expressed concern that if a disagreement were to arise and a LAWA member entity declined to abide by a decision under the Cooperation Agreement because it does not recognize that agreement, it would put the Garrison Diversion Board in an untenable position.

Director Walter asked whether the Board is required to make a decision on the matter at this meeting.

Kip Kovar, District Engineer, Garrison Diversion, responded that he could not speak to that directly; however, he noted that bids were opened the previous week on three pipeline contracts totaling approximately \$185 million. These contracts need to be awarded in order to begin pipe manufacturing. The original goal was to award the contracts within the first one to two weeks of December, and he cautioned that if this does not occur, there is a risk that pipe will not be available for construction in the spring.

Ms. Norgard added Garrison Diversion does not wish to be the party delaying the process. She stated if the Board approves Series F in the same manner as previously—subject to bond counsel's approval and the Chairman's concurrence—there is an opportunity for the limited

language of concern to be addressed. She also clarified that Garrison Diversion has no role in the Assurance Policy, which is a matter solely between the LAWA member entities.

Ms. Norgard suggested the motion specify the Board approves Series F subject to agreement by bond counsel and the Board Chairman with respect to Subpart 102C concerning the Cooperation Agreement.

Second Vice Chairman LeDoux asked what the difference is between the proposed motion and the Board's prior motion.

Ms. Norgard responded that there is no substantive difference, stating it is the same approval framework previously agreed to. She explained the motion is duplicative because approval already exists in concept; however, the required conditions—bond counsel and Chairman approval—have not yet been met. As a result, Garrison Diversion is not prepared to sign Series F at this time, but approval would be in place once those conditions are satisfied.

Second Vice Chairman LeDoux then asked what the legal timeframe is for accepting the contractors' bids.

Mr. Kovar replied he did not have the specific timeframe available but believed the bid acceptance period had been extended. He will verify that information.

Acting Chairman Bischoff asked for clarification as to whether a motion is required today.

Ms. Norgard stated that Second Vice Chairman LeDoux raised a valid point, noting the motion under consideration is the same as the one previously approved by the Board. She explained the purpose of the current meeting is to address the bond-related documentation, which is subject to Series F, and that Ms. Thibodeau's remarks were intended to provide a status update.

Brent Bogar, LAWA Consultant, called attention to a comment submitted in the meeting chat by Mayor Bochenski, asking whether Garrison Diversion believes the Cities of Grand Forks and Fargo will default on their payment obligations.

Acting Chairman Bischoff responded that Garrison Diversion does not believe Grand Forks or Fargo will default on their payments. He stated the issue is one of consistency among the agreements and noted that when bond counsel raises concerns, it is prudent for the board to consider and follow that advice.

## **WATER REVENUE BOND, SERIES 2025C**

### **Financing Resolution**

Ms. Thibodeau referenced the financing resolution which authorizes the issuance of the \$68,330,000 Garrison Diversion Water Revenue Bond, Series 2025C (Annex II), to the BND.

Ms. Thibodeau suggested the resolution be effective upon final approval by Garrison Diversion and the LAWA member entities of Series F. At this point, there is some uncertainty regarding which member entities have approved Series F, as well as pending final language revisions. She emphasized the financing will not proceed until Series F has been approved by all participating entities and fully executed.

Ms. Thibodeau explained the resolution establishes the terms for the authorization and issuance of a \$68,330,000 Water Revenue Bond to finance the 2025–2027 biennium work plan for the Red River Valley Water Supply Project (RRVWSP) and the Eastern North Dakota Alternate Water Supply (ENDAWS) portions of the project. She noted the resolution is similar in structure to prior bond resolutions for the project. Under the resolution, the board pledges revenues received under Series F from the participating member entities. The specific terms are set forth in Section 4 of the resolution, with principal installments scheduled to commence in 2030 over a 40-year term.

**Motion by Director Walter to adopt the financing resolution pertaining to the \$68,330,000 Garrison Diversion Conservancy District Water Revenue Bond, Series 2025C, for the Red River Valley Water Supply Project effective upon final approval of the Interim Financing Agreement Series F by Garrison Diverson and the LAWA member entities. Second by Director Metzger.**

For the record, Mr. Shockley clarified the Series F agreements involve multiple signatory parties, each represented by their own attorney(s) all of whom are required to sign off on the Series F agreements.

**Upon roll call vote, the following directors voted aye: D. Anderson, Arndt, Bischoff, Blanchfield, Boote, Forde, Gunlikson, Johnson, Kassian, Klein, Klosterman, Knorr, LeDoux, Metzger, Orn, Siegert, Vein and Walter. Those voting nay: none. Absent: J. Anderson, Cook, Hanretty, Kaiser, Krueger, Ongstad, Pellman, Rogers, Tweed and Zimbleman. Motion carried.**

Acting Chairman Bischoff asked whether the resolution needs to be signed today, noting that Chairman J. Anderson is currently unavailable.

Ms. Thibodeau suggested the board authorize Vice Chairman Bischoff to serve as a potential signatory for both the bond resolution and the Interim Financing Agreement, Series F.

**Motion by Director Siegert authorizing Vice Chairman Bischoff as a possible signatory on the bond resolution and the Interim Financing Agreement Series F. Second by Director Klein. Upon roll call vote, the following directors voted aye: D. Anderson, Arndt, Bischoff, Blanchfield, Boote, Forde, Gunlikson, Johnson, Kassian, Klein, Klosterman, Knorr, LeDoux, Metzger, Orn, Siegert, Vein and Walter. Those voting nay: none. Absent: J. Anderson, Cook, Hanretty, Kaiser, Krueger, Ongstad, Pellman, Rogers, Tweed and Zimbleman. Motion carried.**

The meeting adjourned at 10:13 a.m.

(SEAL)

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Greg Bischoff, Acting Chairman

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Duane DeKrey, Secretary

# REGISTRATION BOARD OF DIRECTORS SPECIAL MEETING

## Video Conference November 24, 2025

\$68,330,000  
GARRISON DIVERSION CONSERVANCY DISTRICT  
WATER REVENUE BOND, SERIES 2025C

## FINANCING RESOLUTION

WHEREAS, the State of North Dakota, acting through the legislature, has authorized Garrison Diversion Conservancy District (the “GDCD”) to acquire, construct, improve and own the Red River Valley Water Supply project; and

WHEREAS, pursuant to the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020 (the “Cooperation Agreement”), the GDCD is responsible for financing the Red River Valley Water Supply project, including the local cost share for the Local Project Costs for the 2025-2027 Biennium Work; and

WHEREAS, the Bank of North Dakota (“BND”) is authorized to provide loans for water supply projects pursuant to the terms of the Water Infrastructure Revolving Loan Fund, N.D.C.C. Section 6-09-49.2; and

WHEREAS, the GDCD has made timely application to BND pursuant to the requirements of the Water Infrastructure Revolving Loan Fund to finance all or a portion of the cost of the Project and BND has approved the GDCD’s application pursuant to the terms of a commitment letter dated June 18, 2025 and the amendment thereto dated August 20, 2025 (together, the “Commitment Letter”); and

WHEREAS, the GDCD is authorized to issue revenue bonds pursuant to North Dakota Century Code (“N.D.C.C.”) Chapter 61-24; and

WHEREAS, the GDCD, Lake Agassiz Water Authority, the City of Fargo, City of Grand Forks, City of Cooperstown, City of Carrington, City of Hillsboro, City of Mayville and City of Valley City, North Dakota have entered into an Interim Financing Agreement Series F dated as of December 1, 2025 which provides for the payment of debt service on the Bond.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the GDCD as follows:

**SECTION 1. DEFINITIONS.** As used in this Resolution, the following words shall have the following meanings:

“**BND**” means the Bank of North Dakota.

“**Board**” means the GDCD’s Board of Directors.

“**Bond Fund**” or “**2025C Bond Fund**” means the 2025C Bond Fund established pursuant to Section 9 hereof.

“**Bond**” means the Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025C issued pursuant to this Resolution.

**"Bondholders"** means the person or persons in whose name such Bond shall be registered.

**"Commitment Letter"** means the BND Commitment Letter dated June 18, 2025 and the amendment thereto dated August 20, 2025.

**"Cooperation Agreement"** means the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020.

**"Default"** means any event specified in Section 13(a) of this Resolution.

**"Facilities"** means, collectively, the water, water treatment, storage and distribution facilities comprising the Red River Valley Water Supply Project, including any improvements, betterments, additions, renewals and replacements thereto.

**"GDCD"** means the Garrison Diversion Conservancy District, a governmental agency, body politic and corporate of the State of North Dakota duly organized and existing under the provisions of N.D.C.C. Chapter 61-24.

**"Loan Agreement"** means the Loan Agreement between the GDCD and BND dated as of December 1, 2025.

**"Local Project Costs"** means the Local Project Costs as defined in the Series F Agreement.

**"Member Entities"** means City of Fargo, City of Grand Forks, City of Cooperstown, City of Carrington, City of Hillsboro, City of Mayville and City of Valley City, North Dakota political subdivisions and their successors and assigns.

**"Member Entity Revenues"** means, together, the payments actually received from the Member Entities made pursuant to the Series F Agreement.

**"N.D.C.C."** means the North Dakota Century Code.

**"PPA"** means the future Project Participation Agreement, or other similar agreement between GDCD and Lake Agassiz Water Authority on behalf of its members.

**"Project"** means the local cost share for the 2025-2027 Biennium work of the Red River Valley Water Supply Project, including the Eastern North Dakota Alternate Water Supply portion.

**"Project Fund"** means the Project Fund established pursuant to Section 9.03 of the Cooperation Agreement.

**"Registrar"** means the Secretary, or any entity which is under contract with the GDCD to serve as paying agent and registrar for the Bond and its successors and assigns.

**"Series F Agreement"** means the Interim Financing Agreement Series F between the GDCD, Lake Agassiz Water Authority, and the Member Entities, dated as of December 1, 2025.

**SECTION 2. AUTHORIZATION.** Pursuant to the authority of N.D.C.C. Chapter 61-24 and the provisions of this Resolution, a bond of the Garrison Diversion Conservancy District entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed **Sixty Eight Million Three Hundred Thirty Thousand Dollars** (\$68,330,000). The Bond shall be designated "\$68,330,000 Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025C", issued for the purpose of constructing the Project and paying related costs of issuance.

**SECTION 3. SALE OF THE BOND.** The Bond is hereby sold through negotiated sale to the BND on the terms and conditions set forth in the Commitment Letter and herein at a purchase price of not to exceed \$68,330,000, or such lesser amount as may be advanced pursuant to the Loan Agreement for the completion of the Project. The GDCD agrees to pay to all costs associated with the issuance and sale of the Bond. The Bond shall consist of a single term bond in the amount of not to exceed \$68,330,000 and shall be advanced pursuant to the Loan Agreement. The Bond shall be issued only in fully registered form without coupons.

**SECTION 4. TERMS.** The Bond shall be dated December 10, 2025, or as otherwise agreed to. The Bond shall mature on April 1, 2065, and shall bear interest at the rate of 2.00% payable on April 1 and October 1 in each year commencing October 1, 2027 (each, an "Interest Payment Date"); provided that interest shall accrue on the outstanding amount of the Bond from the date of the first advance pursuant to the Loan Agreement.

The Bond is subject to semi-annual mandatory principal installments commencing October 1, 2030, with the last principal payment being made on April 1, 2065, subject however to the final debt schedule to be attached to the Bond upon the final loan advance in accordance with Section 1.06 of the Loan Agreement. The preliminary debt schedule has been presented to the Board and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond and the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the month immediately preceding an Interest Payment Date. Interest on the Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the 2025C Bond Fund established herein.

**SECTION 5. REDEMPTION.** The Bond is subject to prepayment, in whole or in part, on any date at the option of the GDCD upon 30 days' written notice at a price equal to the principal amount thereof plus accrued interest.

**SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND.** The Bond shall be printed under the supervision and at the direction of the Secretary, executed by the manual signature of the Board Chair, sealed with the GDCD's official seal, if any, and attested to by the manual signature of the Secretary and delivered to BND at closing. The Bond shall be reproduced in substantially the form on file with the Secretary.

**SECTION 7. DEDICATION OF MEMBER ENTITY REVENUES.** Pursuant to N.D.C.C. Section 61-24-08(20) and (22) the GDCD hereby dedicates and pledges for the payment of the principal and interest on the Bond, the Member Entity Revenues. The collection of the Member Entity Revenues and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

**SECTION 8. SECURITY.** The Bond shall be a limited obligation of the GDCD and shall be payable solely from the Member Entity Revenues, as provided by this Resolution and does not constitute a debt of the GDCD within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the Member Entity Revenues and earnings thereon pledged to the payment thereof, nor shall the GDCD be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the GDCD and no Bondholder shall ever have the right to compel any exercise of the taxing power of the GDCD to pay the principal or interest on the Bond, other than the Member Entity Revenues herein pledged to the payment of the Bond.

**SECTION 9. BOND FUND.** So long as the Bond is outstanding and unpaid, the Secretary shall maintain a sinking fund as a separate and special bookkeeping account on the official books and records of the GDCD, to be designated as the 2025C Water Revenue Bond Fund (the "2025C Bond Fund"), to be used for no purpose other than the payment of the principal of and interest on the Bond. The 2025C Bond Fund shall be credited with all Member Entity Revenues. The money and investments in the 2025C Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

**SECTION 10. PROJECT FUND.** The Board previously established a Project Fund pursuant to Section 9.03 of the Cooperation Agreement. As Bond proceeds are needed for Project costs, the GDCD shall submit requests in accordance with Section 1.06 of the Loan Agreement and deposit each advance of Bond proceeds in the Project Fund.

**SECTION 11. GENERAL COVENANTS.** The GDCD hereby covenants and agrees with the Bondholders as follows:

(a) That it will, to the extent the Member Entity Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(b) That it will enforce the obligations of the Member Entities under the Series F Agreement and upon execution, obligations of the Member Entities and/or LAWA under the PPA. Should GDCD fail or refuse to enforce the Series F Agreement, BND, as a third-party beneficiary of the Series F Agreement, may seek enforcement of the Series F Agreement.

(c) That it will maintain complete books and records relating to the operation of the Facilities, the Project Fund and the 2025C Bond Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be provided to BND.

(d) That it will not issue bonds or other obligations having a claim upon the Member Entity Revenues.

(e) That it will operate the Project in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(f) The GDCD may not sell or exchange or otherwise dispose of any property constituting a part of the Project unless such property is either worn out or obsolete or, in the opinion of the GDCD, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the 2025C Bond Fund.

**SECTION 12. REGISTRATION AND TRANSFER.** The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar and with such assurances as the Registrar may request concerning the validity and legality of such transfer, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for bonds of other authorized denominations. Upon such transfer or exchange the GDCD will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of the Bond shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bond.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners and assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the GDCD and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the GDCD nor the Registrar shall be affected by any notice to the contrary.

**SECTION 13. DEFAULT AND REMEDIES.**

(a) The following events shall constitute Default:

(i) failure to pay Bond principal or interest when due; or

(ii) failure to perform any other obligation of the GDCD imposed by this Resolution, the Loan Agreement or the Bond, but only if:

(A) the failure continues for a period of more than thirty (30) days after demand has been made on the GDCD to remedy the failure, and

(B) the GDCD fails to take reasonable steps to remedy the failure within that thirty-day period; or

(iii) imposition of a receivership upon the GDCD; or

(iv) written admission by the GDCD that the GDCD is unable to pay its debts as they become due.

(b) Upon Default, any Bondholder may exercise any of the following remedies:

(i) by mandamus or other suit, action, or proceeding at law or in equity, enforce the holder's rights against the GDCD and its Board and any of its officers, agents, and employees and may require the GDCD or the Board or any officers, agents, or employees of the GDCD or Board to perform their duties and obligations under Chapter 61-24, N.D.C.C. and the covenants and agreements contained herein;

(ii) By action or suit in equity, require the GDCD and the Board to account as if they were the trustees of an express trust;

(iii) By action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or

(iv) Bring suit upon the Bond.

A right or remedy conferred by this Section upon any Bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this Section or by any other law of the State.

**SECTION 14. INSURANCE.** The GDCD covenants to maintain insurance appropriate to the risks associated with operation of its Facilities.

**SECTION 15. LEASES.** The GDCD may lease as lessor, make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the GDCD, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement.

**SECTION 16. AMENDMENT OF RESOLUTION.**

(a) This Resolution may be amended without the consent of any Bondholders for any one or more of the following purposes:

(i) to add to the covenants and agreements of the GDCD in this Resolution any other covenants and agreements thereafter to be observed by the GDCD or to surrender any right or power herein reserved to or conferred upon the GDCD;

(ii) to cure any ambiguity or formal defect contained in this Resolution, if that cure does not, in the judgment of the Board, adversely affect the interests of the Bondholders; or

(iii) to make any other change which, in the opinion of Counsel to the GDCD and BND Counsel, is not to the prejudice of the Bondholders, collectively.

(b) This Resolution may be amended for any other purpose only upon consent of not less than 50% in aggregate principal amount of the Bond outstanding; provided, however, that no amendment shall be valid which:

(i) extends the maturity of the Bond, reduces the rate of interest upon the Bond, extends the time of payment of interest on the Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on the Bond, without the consent of the affected Bondholder; or

(ii) reduces the percentage of Bondholders required to approve the amendatory resolutions.

**SECTION 17. DISCHARGE.** When the Bond, and the interest thereon, has been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The GDCD may discharge the Bond installments due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond installment or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The GDCD may also discharge all prepayable Bond installments called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The GDCD may also discharge all or part of the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on the Bond prior to the date upon which the same will be prepayable according to their terms, and paying such Bond on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the State of North Dakota, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bond installments on or before such date has been duly given as required herein.

**SECTION 18. OTHER DOCUMENTS AND PROCEEDINGS.** The Chair and Secretary (the "Authorized Officers") are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and Loan Agreement and the issuance, sale and delivery of the Bond. The Authorized Officers are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of

the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the GDCD as to the correctness of all facts stated or recited therein.

**SECTION 19. LOAN AGREEMENT.** The Board has received the proposed Loan Agreement to purchase the Bond upon the terms and conditions set forth therein and in the Commitment Letter. The Board hereby finds and determines the Loan Agreement to be in the best interest of the GDCD and hereby accepts the Loan Agreement and instructs the Authorized Officers to execute the Loan Agreement on behalf of the GDCD, with such modifications as may be approved by the Authorized Officers. The Loan Agreement is hereby incorporated by reference and the sale of the Bond is hereby awarded to BND. Each and all of the provisions of this Resolution relating to the Bond are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Bond, that provision in the Loan Agreement shall control and this Resolution shall be deemed accordingly modified. The Loan Agreement may be attached to the Bond and shall be attached to the Bond if the holder of the Bond is any person other than BND.

**SECTION 20. CERTIFICATES.** The Authorized Officers, in consultation with counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include, but is not limited to, adjustment of the debt schedule and issuance of a revised bond in the event the preliminary debt schedule is adjusted with the consent of BND. Supplemental or amended documents may be executed by the Authorized Officers without Board approval.

**SECTION 21. ELECTRONIC SIGNATURES.** The Board authorizes the Authorized Officers to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

**SECTION 22. INTERIM FINANCING AGREEMENT SERIES F.** The Series F Agreement provides that the Member Entities shall pay a proportional share of debt service on the Bond. The percentages and corresponding principal amounts are as follows: City of Fargo (74.7038%) (\$51,047,601.67), City of Grand Forks (16.1325%) (\$11,023,898.38), City of Cooperstown (0.5183%) (\$354,180.45), City of Hillsboro (1.1948%) (\$816,473.55), City of Carrington (0.8050%) (\$550,049.22), City of Mayville (1.1948%) (\$816,473.55) and City of Valley City (5.4507%) (\$3,724,656.50). GDCD covenants to take such action as may be necessary to enforce the terms of the Series F Agreement and, upon execution, the PPA or similar agreement.

*(remainder of page intentionally left blank)*

Dated: November 24, 2025.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

Attest:

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Chair, Board of Directors

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Secretary

The governing body of the GDCD acted on the foregoing resolution at a properly noticed meeting held in Carrington, North Dakota, on November 24, 2025, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_; on roll call, the following vote was recorded:

1. Jay Anderson	Aye	-	Nay	-	Absent	-	Abstain
2. Greg Bischoff	Aye	-	Nay	-	Absent	-	Abstain
3. Jeff LeDoux	Aye	-	Nay	-	Absent	-	Abstain
4. Ken Vein	Aye	-	Nay	-	Absent	-	Abstain
5. Cliff Hanretty	Aye	-	Nay	-	Absent	-	Abstain
6. Michael Tweed	Aye	-	Nay	-	Absent	-	Abstain
7. Mark Cook	Aye	-	Nay	-	Absent	-	Abstain
8. Bruce Klein	Aye	-	Nay	-	Absent	-	Abstain
9. David Johnson	Aye	-	Nay	-	Absent	-	Abstain
10. Kenny Rogers	Aye	-	Nay	-	Absent	-	Abstain
11. Donald Zimbleman	Aye	-	Nay	-	Absent	-	Abstain
12. Steve Metzger	Aye	-	Nay	-	Absent	-	Abstain
13. Nikki Boote	Aye	-	Nay	-	Absent	-	Abstain
14. Robin Arndt	Aye	-	Nay	-	Absent	-	Abstain
15. Dave Anderson	Aye	-	Nay	-	Absent	-	Abstain
16. Kyle Blanchfield	Aye	-	Nay	-	Absent	-	Abstain
17. Kelly Klosterman	Aye	-	Nay	-	Absent	-	Abstain
18. Brian Orn	Aye	-	Nay	-	Absent	-	Abstain
19. Jim Pellman	Aye	-	Nay	-	Absent	-	Abstain
20. Brandon Krueger	Aye	-	Nay	-	Absent	-	Abstain
21. Geneva Kaiser	Aye	-	Nay	-	Absent	-	Abstain
22. Bill Ongstad	Aye	-	Nay	-	Absent	-	Abstain
23. Roger Gunlikson	Aye	-	Nay	-	Absent	-	Abstain
24. Larry Kassian	Aye	-	Nay	-	Absent	-	Abstain
25. Margo Knorr	Aye	-	Nay	-	Absent	-	Abstain
26. Steve Forde	Aye	-	Nay	-	Absent	-	Abstain
27. Jason Siegert	Aye	-	Nay	-	Absent	-	Abstain
28. Alan Walter	Aye	-	Nay	-	Absent	-	Abstain

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

25-359

**GARRISON DIVERSION CONSERVANCY DISTRICT**

**SPECIAL BOARD MEETING**

**By Video Conference**  
**December 16, 2025**

A special meeting of the Garrison Diversion Conservancy District Board of Directors was held on December 16, 2025, by video conference. The meeting was called to order by Chairman Jay Anderson at 1:00 p.m.

**MEMBERS PRESENT**

Chairman Jay Anderson  
Vice Chairman Greg Bischoff  
Second Vice Chairman Jeff LeDoux  
Director Dave Anderson  
Director Kyle Blanchfield  
Director Steve Forde  
Director Cliff Hanretty  
Director David Johnson  
Director Larry Kassian  
Director Bruce Klein  
Director Kelly Klosterman  
Director Steve Metzger  
Director Brian Orn  
Director Jason Siegert  
Director Mike Tweed  
Director Ken Vein  
Director Alan Walter  
Secretary Duane DeKrey

**MEMBERS ABSENT**

Director Robin Arndt  
Director Nikki Boote  
Director Mark Cook  
Director Roger Gunlikson  
Director Geneva Kaiser  
Director Margo Knorr  
Director Brandon Krueger  
Director Bill Ongstad  
Director Jim Pellman  
Director Kenny Rogers  
Director Donald Zimbleman

**OTHERS PRESENT**

Garrison Diversion staff members and others in attendance are listed on the registration sheet (Annex I).

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

**RED RIVER WATER SUPPLY PROJECT**

**Interim Financing Agreement, Series F** - - Chairman J. Anderson reminded the board of the Special Board of Directors meeting held on November 24, at which time the board received an update on revisions to the Interim Financing Agreement, Series F, and approved the financing resolution related to the Water Revenue Bond, Series 2025C, for the Red River Valley Water Supply Project (RRVWSP).

Chairman Anderson noted that Series F had previously been approved by the board, subject to final review and approval by bond counsel and the board Chairman.

Tami Norgard, Vogel Law Firm, confirmed this understanding, stating the board approved Series F contingent upon bond counsel's approval of the language, which has now been completed. Ms. Norgard explained the only significant change to the Series F agreement is that Valley City has opted not to participate, resulting in a reallocation of costs between Fargo and Grand Forks. The purpose of the current meeting is to approve the revised financing resolution in order to close the loan with the Bank of North Dakota on December 19.

**Water Revenue Bond, Series 2025C** - - Merri Mooridian, Administrative Officer, Garrison Diversion, referenced the financing resolution (Annex II) relating to the \$68,330,000 Water Revenue Bond, Series 2025C, issued for the purpose of constructing the RRVWSP and paying related costs of issuance.

Mia Thibodeau, Fryberger Law, noted the financing resolution amends and restates the resolution adopted at the November 24 meeting. The amendments clarify that Valley City is not a member entity under the Series F agreement and reflect the revised allocation of debt service among the remaining participating members.

Director Metzger asked about Valley City's portion of the debt service.

Ms. Thibodeau responded that Valley City's share was approximately \$3.7 million.

Director Siegert asked why Valley City withdrew from Series F.

Chairman Anderson explained Valley City's participation was removed due to concerns related to the Assurance Policy, for which their attorney has requested clarification. He also noted Valley City has experienced unexpected funding needs related to a water tower project.

Director Klosterman asked whether Garrison Diversion would cover Valley City's portion of the debt service.

Chairman Anderson replied that Fargo and Grand Forks will absorb Valley City's share of the debt service.

Second Vice Chairman LeDoux asked whether Valley City is seeking written clarification regarding the Assurance Policy.

Chairman Anderson and Vice Chairman Bischoff both confirmed that they are.

**Motion by Second Vice Chairman LeDoux to approve the amended financing resolution pertaining to the \$68,330,000 Garrison Diversion Conservancy District Water Revenue Bond, Series 2025C, for the Red River Valley Water Supply Project. Second by Director Vein.**

John Shockley, Ohnstad Twichell and legal counsel for LAWA, stated Series F was modified the previous week to remove Valley City's share of the debt service and reallocate it between Fargo and Grand Forks. He noted that both Fargo and Grand Forks have confirmed their agreement to absorb Valley City's portion.

**Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Blanchfield, Forde, Hanretty, Johnson, Kassian, Klein, Klosterman, LeDoux, Metzger, Orn, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent: Arndt, Boote, Cook, Gunlikson, Kaiser, Knorr, Krueger, Ongstad, Pellman, Rogers and Zimbleman. Motion carried.**

The meeting adjourned at 1:27 p.m.

(SEAL)

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Jay Anderson, Chairman

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Duane DeKrey, Secretary

# REGISTRATION BOARD OF DIRECTORS SPECIAL MEETING

## Video Conference December 16, 2025

\$68,330,000  
GARRISON DIVERSION CONSERVANCY DISTRICT  
WATER REVENUE BOND, SERIES 2025C

## FINANCING RESOLUTION

WHEREAS, the State of North Dakota, acting through the legislature, has authorized Garrison Diversion Conservancy District (the “GDCD”) to acquire, construct, improve and own the Red River Valley Water Supply project; and

WHEREAS, pursuant to the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020 (the “Cooperation Agreement”), the GDCD is responsible for financing the Red River Valley Water Supply project, including the local cost share for the Local Project Costs for the 2025-2027 Biennium Work; and

WHEREAS, the Bank of North Dakota (“BND”) is authorized to provide loans for water supply projects pursuant to the terms of the Water Infrastructure Revolving Loan Fund, N.D.C.C. Section 6-09-49.2; and

WHEREAS, the GDCD has made timely application to BND pursuant to the requirements of the Water Infrastructure Revolving Loan Fund to finance all or a portion of the cost of the Project and BND has approved the GDCD’s application pursuant to the terms of a commitment letter dated June 18, 2025 and the amendment thereto dated August 20, 2025 (together, the “Commitment Letter”); and

WHEREAS, the GDCD is authorized to issue revenue bonds pursuant to North Dakota Century Code (“N.D.C.C.”) Chapter 61-24; and

WHEREAS, the GDCD, Lake Agassiz Water Authority, the City of Fargo, City of Grand Forks, City of Cooperstown, City of Carrington, City of Hillsboro and City of Mayville, North Dakota have entered into an Interim Financing Agreement Series F which provides for the payment of debt service on the Bond.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the GDCD as follows:

**SECTION 1. DEFINITIONS.** As used in this Resolution, the following words shall have the following meanings:

“**BND**” means the Bank of North Dakota.

“**Board**” means the GDCD’s Board of Directors.

“**Bond Fund**” or “**2025C Bond Fund**” means the 2025C Bond Fund established pursuant to Section 9 hereof.

“**Bond**” means the Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025C issued pursuant to this Resolution.

**"Bondholders"** means the person or persons in whose name such Bond shall be registered.

**"Commitment Letter"** means the BND Commitment Letter dated June 18, 2025 and the amendment thereto dated August 20, 2025.

**"Cooperation Agreement"** means the Cooperation Agreement between the GDCD and Lake Agassiz Water Authority dated as of May 8, 2020.

**"Default"** means any event specified in Section 13(a) of this Resolution.

**"Facilities"** means, collectively, the water, water treatment, storage and distribution facilities comprising the Red River Valley Water Supply Project, including any improvements, betterments, additions, renewals and replacements thereto.

**"GDCD"** means the Garrison Diversion Conservancy District, a governmental agency, body politic and corporate of the State of North Dakota duly organized and existing under the provisions of N.D.C.C. Chapter 61-24.

**"Loan Agreement"** means the Loan Agreement between the GDCD and BND dated as of December 1, 2025.

**"Local Project Costs"** means the Local Project Costs as defined in the Series F Agreement.

**"Member Entities"** means City of Fargo, City of Grand Forks, City of Cooperstown, City of Carrington, City of Hillsboro and City of Mayville, North Dakota political subdivisions and their successors and assigns.

**"Member Entity Revenues"** means, together, the payments actually received from the Member Entities made pursuant to the Series F Agreement.

**"N.D.C.C."** means the North Dakota Century Code.

**"PPA"** means the future Project Participation Agreement, or other similar agreement between GDCD and Lake Agassiz Water Authority on behalf of its members.

**"Project"** means the local cost share for the 2025-2027 Biennium work of the Red River Valley Water Supply Project, including the Eastern North Dakota Alternate Water Supply portion.

**"Project Fund"** means the Project Fund established pursuant to Section 9.03 of the Cooperation Agreement.

**"Registrar"** means the Secretary, or any entity which is under contract with the GDCD to serve as paying agent and registrar for the Bond and its successors and assigns.

***“Series F Agreement”*** means the Interim Financing Agreement Series F between the GDCD, Lake Agassiz Water Authority, and the Member Entities, dated as of December 19, 2025, or such other date agreed to by the parties to the Series F Agreement.

**SECTION 2. AUTHORIZATION.** Pursuant to the authority of N.D.C.C. Chapter 61-24 and the provisions of this Resolution, a bond of the Garrison Diversion Conservancy District entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed **Sixty Eight Million Three Hundred Thirty Thousand Dollars** (\$68,330,000). The Bond shall be designated "\$68,330,000 Garrison Diversion Conservancy District, Water Revenue Bond, Series 2025C", issued for the purpose of constructing the Project and paying related costs of issuance.

**SECTION 3. SALE OF THE BOND.** The Bond is hereby sold through negotiated sale to the BND on the terms and conditions set forth in the Commitment Letter and herein at a purchase price of not to exceed \$68,330,000, or such lesser amount as may be advanced pursuant to the Loan Agreement for the completion of the Project. The GDCD agrees to pay to all costs associated with the issuance and sale of the Bond. The Bond shall consist of a single term bond in the amount of not to exceed \$68,330,000 and shall be advanced pursuant to the Loan Agreement. The Bond shall be issued only in fully registered form without coupons.

**SECTION 4. TERMS.** The Bond shall be dated December 19, 2025, or as otherwise agreed to. The Bond shall mature on April 1, 2065, and shall bear interest at the rate of 2.00% payable on April 1 and October 1 in each year commencing October 1, 2027 (each, an “Interest Payment Date”); provided that interest shall accrue on the outstanding amount of the Bond from the date of the first advance pursuant to the Loan Agreement.

The Bond is subject to semi-annual mandatory principal installments commencing October 1, 2030, with the last principal payment being made on April 1, 2065, subject however to the final debt schedule to be attached to the Bond upon the final loan advance in accordance with Section 1.06 of the Loan Agreement. The preliminary debt schedule has been presented to the Board and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond and the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the month immediately preceding an Interest Payment Date. Interest on the Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the 2025C Bond Fund established herein.

**SECTION 5. REDEMPTION.** The Bond is subject to prepayment, in whole or in part, on any date at the option of the GDCD upon 30 days’ written notice at a price equal to the principal amount thereof plus accrued interest.

**SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND.** The Bond shall be printed under the supervision and at the direction of the Secretary, executed by the manual signature of the Board Chair, sealed with the GDCD's official seal, if any, and attested to by the manual signature of

the Secretary and delivered to BND at closing. The Bond shall be reproduced in substantially the form on file with the Secretary.

**SECTION 7. DEDICATION OF MEMBER ENTITY REVENUES.** Pursuant to N.D.C.C. Section 61-24-08(20) and (22) the GDCD hereby dedicates and pledges for the payment of the principal and interest on the Bond, the Member Entity Revenues. The collection of the Member Entity Revenues and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

**SECTION 8. SECURITY.** The Bond shall be a limited obligation of the GDCD and shall be payable solely from the Member Entity Revenues, as provided by this Resolution and does not constitute a debt of the GDCD within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the Member Entity Revenues and earnings thereon pledged to the payment thereof, nor shall the GDCD be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the GDCD and no Bondholder shall ever have the right to compel any exercise of the taxing power of the GDCD to pay the principal or interest on the Bond, other than the Member Entity Revenues herein pledged to the payment of the Bond.

**SECTION 9. BOND FUND.** So long as the Bond is outstanding and unpaid, the Secretary shall maintain a sinking fund as a separate and special bookkeeping account on the official books and records of the GDCD, to be designated as the 2025C Water Revenue Bond Fund (the "2025C Bond Fund"), to be used for no purpose other than the payment of the principal of and interest on the Bond. The 2025C Bond Fund shall be credited with all Member Entity Revenues. The money and investments in the 2025C Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

**SECTION 10. PROJECT FUND.** The Board previously established a Project Fund pursuant to Section 9.03 of the Cooperation Agreement. As Bond proceeds are needed for Project costs, the GDCD shall submit requests in accordance with Section 1.06 of the Loan Agreement and deposit each advance of Bond proceeds in the Project Fund.

**SECTION 11. GENERAL COVENANTS.** The GDCD hereby covenants and agrees with the Bondholders as follows:

(a) That it will, to the extent the Member Entity Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(b) That it will enforce the obligations of the Member Entities under the Series F Agreement and upon execution, obligations of the Member Entities and/or LAWA under the PPA. Should GDCD fail or refuse to enforce the Series F Agreement, BND, as a third-party beneficiary of the Series F Agreement, may seek enforcement of the Series F Agreement.

(c) That it will maintain complete books and records relating to the operation of the Facilities, the Project Fund and the 2025C Bond Fund and will cause such books and records

to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be provided to BND.

(d) That it will not issue bonds or other obligations having a claim upon the Member Entity Revenues.

(e) That it will operate the Project in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(f) The GDCD may not sell or exchange or otherwise dispose of any property constituting a part of the Project unless such property is either worn out or obsolete or, in the opinion of the GDCD, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the 2025C Bond Fund.

**SECTION 12. REGISTRATION AND TRANSFER.** The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar and with such assurances as the Registrar may request concerning the validity and legality of such transfer, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for bonds of other authorized denominations. Upon such transfer or exchange the GDCD will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of the Bond shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bond.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners and assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the GDCD and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the GDCD nor the Registrar shall be affected by any notice to the contrary.

**SECTION 13. DEFAULT AND REMEDIES.**

(a) The following events shall constitute Default:

(i) failure to pay Bond principal or interest when due; or

(ii) failure to perform any other obligation of the GDCD imposed by this Resolution, the Loan Agreement or the Bond, but only if:

(A) the failure continues for a period of more than thirty (30) days after demand has been made on the GDCD to remedy the failure, and

(B) the GDCD fails to take reasonable steps to remedy the failure within that thirty-day period; or

(iii) imposition of a receivership upon the GDCD; or

(iv) written admission by the GDCD that the GDCD is unable to pay its debts as they become due.

(b) Upon Default, any Bondholder may exercise any of the following remedies:

(i) by mandamus or other suit, action, or proceeding at law or in equity, enforce the holder's rights against the GDCD and its Board and any of its officers, agents, and employees and may require the GDCD or the Board or any officers, agents, or employees of the GDCD or Board to perform their duties and obligations under Chapter 61-24, N.D.C.C. and the covenants and agreements contained herein;

(ii) By action or suit in equity, require the GDCD and the Board to account as if they were the trustees of an express trust;

(iii) By action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or

(iv) Bring suit upon the Bond.

A right or remedy conferred by this Section upon any Bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this Section or by any other law of the State.

**SECTION 14. INSURANCE.** The GDCD covenants to maintain insurance appropriate to the risks associated with operation of its Facilities.

**SECTION 15. LEASES.** The GDCD may lease as lessor, make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the GDCD, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement.

**SECTION 16. AMENDMENT OF RESOLUTION.**

(a) This Resolution may be amended without the consent of any Bondholders for any one or more of the following purposes:

(i) to add to the covenants and agreements of the GDCD in this Resolution any other covenants and agreements thereafter to be observed by the GDCD or to surrender any right or power herein reserved to or conferred upon the GDCD;

(ii) to cure any ambiguity or formal defect contained in this Resolution, if that cure does not, in the judgment of the Board, adversely affect the interests of the Bondholders; or

(iii) to make any other change which, in the opinion of Counsel to the GDCD and BND Counsel, is not to the prejudice of the Bondholders, collectively.

(b) This Resolution may be amended for any other purpose only upon consent of not less than 50% in aggregate principal amount of the Bond outstanding; provided, however, that no amendment shall be valid which:

(i) extends the maturity of the Bond, reduces the rate of interest upon the Bond, extends the time of payment of interest on the Bond, reduces the amount of principal payable on any Bond, or reduces any premium payable on the Bond, without the consent of the affected Bondholder; or

(ii) reduces the percentage of Bondholders required to approve the amendatory resolutions.

**SECTION 17. DISCHARGE.** When the Bond, and the interest thereon, has been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The GDCD may discharge the Bond installments due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond installment or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The GDCD may also discharge all prepayable Bond installments called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The GDCD may also discharge all or part of the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on the Bond prior to the date upon which the same will be prepayable according to their terms, and paying such Bond on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the State of North Dakota, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bond installments on or before such date has been duly given as required herein.

**SECTION 18. OTHER DOCUMENTS AND PROCEEDINGS.** The Chair and Secretary (the "Authorized Officers") are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and

Loan Agreement and the issuance, sale and delivery of the Bond. The Authorized Officers are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the GDCD as to the correctness of all facts stated or recited therein.

**SECTION 19. LOAN AGREEMENT.** The Board has received the proposed Loan Agreement to purchase the Bond upon the terms and conditions set forth therein and in the Commitment Letter. The Board hereby finds and determines the Loan Agreement to be in the best interest of the GDCD and hereby accepts the Loan Agreement and instructs the Authorized Officers to execute the Loan Agreement on behalf of the GDCD, with such modifications as may be approved by the Authorized Officers. The Loan Agreement is hereby incorporated by reference and the sale of the Bond is hereby awarded to BND. Each and all of the provisions of this Resolution relating to the Bond are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Bond, that provision in the Loan Agreement shall control and this Resolution shall be deemed accordingly modified. The Loan Agreement may be attached to the Bond and shall be attached to the Bond if the holder of the Bond is any person other than BND.

**SECTION 20. CERTIFICATES.** The Authorized Officers, in consultation with counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include, but is not limited to, adjustment of the debt schedule and issuance of a revised bond in the event the preliminary debt schedule is adjusted with the consent of BND. Supplemental or amended documents may be executed by the Authorized Officers without Board approval.

**SECTION 21. ELECTRONIC SIGNATURES.** The Board authorizes the Authorized Officers to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means.

**SECTION 22. INTERIM FINANCING AGREEMENT SERIES F.** The Series F Agreement provides that the Member Entities shall pay a proportional share of debt service on the Bond. The percentages and corresponding principal amounts are as follows: City of Fargo (79.1865%) (\$54,110,759.18), City of Grand Forks (17.1006%) (\$11,685,397.37), City of Cooperstown (0.5183%) (\$354,180.45), City of Hillsboro (1.1948%) (\$816,473.55), City of Carrington (0.8050%) (\$550,049.22) and City of Mayville (1.1948%) (\$816,473.55). GDCD covenants to take such action as may be necessary to enforce the terms of the Series F Agreement and, upon execution, the PPA or similar agreement.

**SECTION 23. AMENDED AND RESTATED RESOLUTION.** This Resolution amends and restates in its entirety the Resolution adopted by the Board on November 24, 2025.

Dated: December 16, 2025.

**GARRISON DIVERSION CONSERVANCY DISTRICT**

Attest:

Chair, Board of Directors

Secretary

The governing body of the GDCD acted on the foregoing resolution at a properly noticed meeting held in Carrington, North Dakota, on December 16, 2025, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_; on roll call, the following vote was recorded:

1.	Jay Anderson	Aye	-	Nay	-	Absent	-	Abstain
2.	Greg Bischoff	Aye	-	Nay	-	Absent	-	Abstain
3.	Jeff LeDoux	Aye	-	Nay	-	Absent	-	Abstain
4.	Ken Vein	Aye	-	Nay	-	Absent	-	Abstain
5.	Cliff Hanretty	Aye	-	Nay	-	Absent	-	Abstain
6.	Michael Tweed	Aye	-	Nay	-	Absent	-	Abstain
7.	Mark Cook	Aye	-	Nay	-	Absent	-	Abstain
8.	Bruce Klein	Aye	-	Nay	-	Absent	-	Abstain
9.	David Johnson	Aye	-	Nay	-	Absent	-	Abstain
10.	Kenny Rogers	Aye	-	Nay	-	Absent	-	Abstain
11.	Donald Zimbleman	Aye	-	Nay	-	Absent	-	Abstain
12.	Steve Metzger	Aye	-	Nay	-	Absent	-	Abstain
13.	Nikki Boote	Aye	-	Nay	-	Absent	-	Abstain
14.	Robin Arndt	Aye	-	Nay	-	Absent	-	Abstain
15.	Dave Anderson	Aye	-	Nay	-	Absent	-	Abstain
16.	Kyle Blanchfield	Aye	-	Nay	-	Absent	-	Abstain
17.	Kelly Klosterman	Aye	-	Nay	-	Absent	-	Abstain
18.	Brian Orn	Aye	-	Nay	-	Absent	-	Abstain
19.	Jim Pellman	Aye	-	Nay	-	Absent	-	Abstain
20.	Brandon Krueger	Aye	-	Nay	-	Absent	-	Abstain
21.	Geneva Kaiser	Aye	-	Nay	-	Absent	-	Abstain
22.	Bill Ongstad	Aye	-	Nay	-	Absent	-	Abstain
23.	Roger Gunlikson	Aye	-	Nay	-	Absent	-	Abstain
24.	Larry Kassian	Aye	-	Nay	-	Absent	-	Abstain
25.	Margo Knorr	Aye	-	Nay	-	Absent	-	Abstain
26.	Steve Forde	Aye	-	Nay	-	Absent	-	Abstain
27.	Jason Siegert	Aye	-	Nay	-	Absent	-	Abstain
28.	Alan Walter	Aye	-	Nay	-	Absent	-	Abstain

**Garrison Diversion Conservancy District**

 Combined Income Statement  
 For the Period Ending November 30, 2025

	General Fund	Irrigation Fund	Municipal Rural, and Industrial Fund	Operations & Maintenance Fund	Red River Valley Water Supply Project	Total
Beginning Bank Balance	\$ 9,983,346	\$ 177,851	\$ 5,723	\$ 640,482	\$ 5,227,946	\$ 16,035,349
<b>Revenues:</b>						
Irrigation Admin	\$ 1,334	\$ -	\$ -	\$ -	\$ -	\$ 1,334
Lease Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue from Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ 26,150	\$ -	\$ 26,150
Miscellaneous Income	\$ 2,025	\$ 685	\$ -	\$ -	\$ -	\$ 2,710
Interest Income	\$ 666,679	\$ 7,375	\$ -	\$ 36,609	\$ 159,287	\$ 869,950
Tax Levy	\$ 4,815,122	\$ -	\$ -	\$ -	\$ -	\$ 4,815,122
State Aid Distribution	\$ 279,953	\$ -	\$ -	\$ -	\$ -	\$ 279,953
Contract Revenue	\$ 61,747	\$ 238,785	\$ 8,647,942	\$ 7,860,344	\$ 96,640,829	\$ 113,449,647
Irrigation Fund Bond/Loan Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
O&M Project Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Project Income	\$ -	\$ -	\$ -	\$ 187,165	\$ -	\$ 187,165
<b>Total Revenues</b>	<b>\$ 5,826,859</b>	<b>\$ 246,844</b>	<b>\$ 8,647,942</b>	<b>\$ 8,110,268</b>	<b>\$ 96,800,116</b>	<b>\$ 119,632,030</b>
<b>Expenditures:</b>						
Director Expense	\$ 194,246	\$ -	\$ -	\$ -	\$ -	\$ 194,246
Employee Expense	\$ 1,298,668	\$ -	\$ 79,385	\$ 2,367,672	\$ -	\$ 3,745,725
Administrative Expense	\$ 253,203	\$ -	\$ -	\$ 101,389	\$ -	\$ 354,592
Public Education	\$ 223,085	\$ -	\$ -	\$ -	\$ -	\$ 223,085
Professional Services	\$ 424,196	\$ -	\$ -	\$ 12,147	\$ 688,734	\$ 1,125,077
Irrigation Development	\$ 136,540	\$ -	\$ -	\$ -	\$ -	\$ 136,540
Water Supply Program	\$ 209,114	\$ -	\$ -	\$ -	\$ -	\$ 209,114
GDCD Recreation Project	\$ 1,042,163	\$ -	\$ -	\$ -	\$ -	\$ 1,042,163
DWRA Recereation Project	\$ 3,332	\$ -	\$ -	\$ -	\$ -	\$ 3,332
Irrigation District Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance & Repairs	\$ 104,744	\$ 248,816	\$ -	\$ 755,198	\$ -	\$ 1,108,758
Capital Purchases	\$ 141,434	\$ -	\$ -	\$ 415,118	\$ -	\$ 556,552
Construction in Progress	\$ -	\$ -	\$ -	\$ -	\$ 90,454,309	\$ 90,454,309
MR&I Project Expenses	\$ -	\$ -	\$ 8,540,956	\$ -	\$ -	\$ 8,540,956
Principal Debt Payments	\$ -	\$ 55,145	\$ -	\$ -	\$ 374,936	\$ 430,081
Interest Payments	\$ -	\$ 16,159	\$ -	\$ -	\$ 288,047	\$ 304,206
<b>Total Expenditures</b>	<b>\$ 4,030,725</b>	<b>\$ 320,121</b>	<b>\$ 8,620,341</b>	<b>\$ 3,651,523</b>	<b>\$ 91,806,025</b>	<b>\$ 108,428,735</b>
Transfer In/Out	\$ 969,266	\$ -	\$ (27,602)	\$ (973,497)	\$ 31,833	\$ (0)
<b>Revenues Over Expenditures</b>	<b>\$ 2,765,400</b>	<b>\$ (73,276)</b>	<b>\$ (0)</b>	<b>\$ 3,485,248</b>	<b>\$ 5,025,924</b>	<b>\$ 11,203,295</b>
Net Change in Assets	\$ (1,190,042)	\$ (5,410)	\$ -	\$ (2,496)	\$ (31,833)	\$ (1,229,781)
<b>Ending Bank Balance</b>	<b>\$ 11,558,704</b>	<b>\$ 99,164</b>	<b>\$ 5,723</b>	<b>\$ 4,123,234</b>	<b>\$ 10,222,037</b>	<b>\$ 26,008,862</b>

<b>Garrison Diversion Conservancy District</b> <b>INCOME BUDGET ANALYSIS STATEMENT</b> <b>Through the Month Ending November 30, 2025</b>					
<b>General, O&amp;M, MR&amp;I, RRVWSP, and Irrigation Funds</b>	<b>2025 Budget</b>	<b>Income Received to November 30, 2025</b>	<b>Percentage of Budget Received</b>	<b>Balance of 2025 Budget</b>	
Irrigation Administration	\$ 975	\$ 1,334	136.8%	\$ (359)	
Lease Income	\$ -	\$ -	0.0%	\$ -	
Miscellaneous Income	\$ -	\$ 2,710	0.0%	\$ (2,710)	
Revenue Sale of Fixed Assets	\$ -	\$ 26,150	0.0%	\$ (26,150)	
Interest Income	\$ 464,760	\$ 869,950	187.2%	\$ (405,190)	
Tax Levy	\$ 4,137,404	\$ 4,815,122	116.4%	\$ (677,718)	
State Aid	\$ 282,596	\$ 279,953	99.1%	\$ 2,643	
General Fund Contract Revenue	\$ 73,500	\$ 61,747	84.0%	\$ 11,753	
O&M Contract Revenue	\$ 5,648,546	\$ 7,860,344	139.2%	\$ (2,211,798)	
MR&I Contract Revenue	\$ 30,111,940	\$ 8,647,942	28.7%	\$ 21,463,998	
RRVWSP Contract Revenue	\$ 120,662,983	\$ 96,640,829	80.1%	\$ 24,022,154	
Irrigation Fund Revenue	\$ 483,300	\$ 238,785	49.4%	\$ 244,515	
Project Revenue	\$ -	\$ -	0.0%	\$ -	
Non-Project Revenue	\$ 186,978	\$ 187,165	100.1%	\$ (187)	
<b>Total Revenues</b>	<b>\$ 162,052,983</b>	<b>\$ 119,632,030</b>	<b>73.8%</b>	<b>\$ 42,420,953</b>	

## Garrison Diversion Conservancy District

### Expense Budget Analysis Statement

Through the Month Ending November 30, 2025

General, O&M, MR&I, RRVWSP, and Irrigation Funds	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to November 30, 2025	Percentage of Budget Spent	Balance of Budget
<b>Expenses</b>						
Director Expenses	\$ 255,000	\$ 233,544	\$ 295,730	\$ 194,246	65.7%	\$ 101,484
Employee Expenses	\$ 4,216,669	\$ 3,734,661	\$ 4,336,549	\$ 3,745,725	86.4%	\$ 590,824
Administrative Expenses	\$ 365,431	\$ 357,249	\$ 415,428	\$ 354,592	85.4%	\$ 60,836
Public Education	\$ 193,000	\$ 106,008	\$ 305,925	\$ 223,085	72.9%	\$ 82,840
Prof Services	\$ 2,443,600	\$ 1,154,755	\$ 2,632,011	\$ 1,125,077	42.7%	\$ 1,506,934
Irrigation Development	\$ 575,150	\$ 537,150	\$ 76,000	\$ 136,540	179.7%	\$ (60,540)
Water Supply Projects	\$ 300,000	\$ 204,462	\$ 300,000	\$ 209,114	69.7%	\$ 90,886
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 1,042,163	83.4%	\$ 207,837
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 3,332	33.3%	\$ 6,668
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,358,100	\$ 906,870	\$ 1,418,474	\$ 1,108,758	78.2%	\$ 309,716
Capital Purchases	\$ 1,203,647	\$ 1,060,731	\$ 980,000	\$ 556,552	56.8%	\$ 423,448
Construction in Progress	\$ 118,750,000	\$ 79,677,421	\$ 118,750,000	\$ 90,454,309	76.2%	\$ 28,295,691
MR&I Fund	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 8,540,956	28.5%	\$ 21,459,044
Principal on Debt Repayment	\$ 609,897	\$ 608,765	\$ 507,911	\$ 430,081	84.7%	\$ 77,830
Interest on Debt Repayment	\$ 271,103	\$ 271,085	\$ 370,071	\$ 304,206	82.2%	\$ 65,865
<b>Total Expenses</b>	<b>\$ 161,703,597</b>	<b>\$ 100,512,886</b>	<b>\$ 161,650,099</b>	<b>\$ 108,428,735</b>	<b>67.1%</b>	<b>\$ 53,221,364</b>
<b>Transfers In/Out</b>						
MR&I	\$ 23,000	\$ 18,709	\$ 22,000	\$ 27,602	125.5%	\$ (5,602)
O&M	\$ 815,247	\$ 718,555	\$ 1,119,472	\$ 973,497	87.0%	\$ 145,975
Irrigation	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
RRVWSP	\$ -	\$ (617,669)	\$ -	\$ (31,833)	0.0%	\$ 31,833
<b>Total Transfers In/Out</b>	<b>\$ 838,247</b>	<b>\$ 119,595</b>	<b>\$ 1,141,472</b>	<b>\$ 969,266</b>	<b>84.9%</b>	<b>\$ 172,206</b>
<b>Total Expenses</b>	<b>\$ 162,541,844</b>	<b>\$ 100,632,481</b>	<b>\$ 162,791,571</b>	<b>\$ 109,398,001</b>	<b>67.2%</b>	<b>\$ 53,393,570</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT  
RESERVES STATEMENT  
November 30, 2025**

**OPERATING RESERVE**

Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997. \$6,161,839.85

**O&M EMERGENCY RESERVE**

O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997. 750,000.00

**DEFICIENCY RESERVE**

Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997. 750,000.00

**PROJECT DEVELOPMENT RESERVE**

Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997. 915,592.98

**TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES** \$8,577,432.83

Garrison Diversion Conservancy District				
Funds in Bank of North Dakota				
November 30, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.15%		\$ 32,571.56
General	Water Assistance Grant Outstanding	0.15%		\$ 250,378.00
<b>Total Checking Account Balance</b>				\$ 282,949.56
General	Money Market Savings	0.60%		\$ 6,396,773.43
General	Water Assistance Grant Reserve	0.60%		\$ 481,219.41
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 169,035.99
<b>Total Savings Account Balance</b>				\$ 7,047,028.83
<b>Total Deposits</b>				\$ 7,329,978.39

Funds in First International Bank & Trust				
November 30, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80120161	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80120162	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80123425	4.15%	01/22/26	\$ 2,500,000.00
General	CD 118850-Operating Reserve	4.00%	02/28/26	\$ 50,500.00
General	CD 80125340	4.00%	02/28/26	\$ 1,000,000.00
General	CD 80124990-Operating Reserve	4.00%	05/14/26	\$ 589,000.00
General	CD 80127125	3.75%	11/05/26	\$ 1,250,000.00
General	CD 80128407-Deficiency Reserve	3.80%	11/12/26	\$ 750,000.00
General	CD 80127220 Project Dev Reserve	3.75%	11/21/26	\$ 313,538.98
<b>Total Investments</b>				\$ 8,453,038.98
General	Recreation Outstanding-Operating Reserve	2.75%		\$ 1,468,755.92
General	Recreation Money Market Funds	2.75%		\$ 180,680.86
General	General Fund Money Market Funds	2.75%		\$ 238,093.04
General	Recreation Reserve-Operating Reserve	2.75%		\$ 2,151,950.53
<b>Total Money Market Account Balance</b>				\$ 4,039,480.35
<b>Total Deposits</b>				\$ 12,492,519.33
<b>Pledging</b>	Total Deposits			\$ 12,492,519.33
	Less: FDIC Coverage			\$ (250,000.00)
	<b>Deposit Balance to Secure</b>			\$ 12,242,519.33
	<b>Total Pledging Required on all Deposits</b>	X 110%		\$ 13,466,771.26
	Less: Pledging			\$ 15,885,576.16
	<b>Pledging Excess</b>			\$ 3,643,056.83

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary November 30, 2025				
Account Type		Interest Rate	Maturity Date	Balance
<b>Checking Accounts</b>				
x4310	Irrigation Fund	0.00%		\$ 99,164.40
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.15%		\$ 4,123,234.30
x4328	Red River Valley Ckg & Sweep	3.15%		\$ 10,222,037.25
				<b>\$ 14,450,158.57</b>
<b>Savings Accounts</b>				
x1546	O&M - Accrued Leave Reserve	3.02%		\$ 188,399.66
x1553	Irrigation - Debt Service Reserve	3.02%		\$ 294,220.84
	<b>Total Savings Balance</b>			<b>\$ 482,620.50</b>
<b>Certificates of Deposit</b>				
xxx0234	O&M Emergency Reserve			\$ 750,000.00
	<b>Total CD Balance</b>			<b>\$ 750,000.00</b>
	<b>Total Deposits</b>			<b>\$ 15,682,779.07</b>
<b>Pledging</b>	Total Deposits			\$ 15,682,779.07
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			15,432,779.07
	<b>Total Pledging Required on all Deposits</b>	x 110%		16,976,056.98
	Less: Pledging			23,745,215.37
	<b>Pledging Excess</b>			<b>\$ 6,769,158.39</b>
<b>Garrison Diversion Conservancy District Funds in Bravera Bank &amp; Pledging Summary November 30, 2025</b>				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.00%		\$ 189,245.18
	<b>Total Checking Account Balance</b>			<b>\$ 189,245.18</b>
x8084	Certificate of Deposit	4.15%	11/27/25	\$ 1,000,000.00
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
x4424	Certificate of Deposit -Project Dvlpmnt	4.10%	07/26/26	\$ 353,362.19
x6140	Certificate of Deposit	4.45%	09/23/26	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	3.85%	10/08/26	\$ 1,000,000.00
	<b>Total Investments</b>			<b>\$ 3,602,054.00</b>
	<b>Total Deposits</b>			<b>\$ 3,791,299.18</b>
<b>Pledging</b>	Total Deposits			\$ 3,791,299.18
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 3,541,299.18
	<b>Total Pledging Required on all Deposits</b>	x 110%		<b>\$ 3,895,429.10</b>
	Less: Pledging			\$ 4,398,139.00
	<b>Pledging Excess</b>			<b>\$ 502,709.90</b>

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For the Eleven Months Ending November 30, 2025						
County	2025 Tax Levy Budget	2025 Tax Collections	Balance of Tax Levy Budget	2025 State Aid Budget	2025 State Aid	Balance State Aid Budget
Barnes	\$84,390	\$93,792	(9,402)	\$5,884	\$5,990	(\$106)
Benson	33,641	36,805	(3,164)	4,054	4,147	(93)
Bottineau	59,297	69,732	(10,435)	4,913	4,098	815
Burleigh	580,121	677,494	(97,373)	34,212	35,053	(841)
Cass	1,102,010	1,307,431	(205,421)	68,319	64,452	3,867
Dickey	43,510	50,727	(7,217)	4,835	4,445	390
Eddy	15,286	16,678	(1,392)	2,653	2,705	(52)
Foster	27,995	31,559	(3,564)	8,027	8,162	(135)
Grand Forks	329,365	383,851	(54,486)	13,703	13,961	(258)
Griggs	21,152	23,053	(1,901)	2,658	2,518	140
LaMoure	40,156	44,720	(4,564)	4,866	4,971	(105)
McHenry	46,763	51,892	(5,129)	2,798	1,794	1,004
McKenzie	345,894	403,903	(58,009)	37,461	38,986	(1,525)
McLean	79,230	88,511	(9,281)	9,290	9,462	(172)
Nelson	26,350	29,201	(2,851)	2,577	2,640	(63)
Pierce	32,195	34,644	(2,449)	3,478	3,540	(62)
Ramsey	61,627	70,915	(9,288)	6,358	5,765	593
Ransom	38,961	43,623	(4,662)	-	-	-
Renville	24,462	27,460	(2,998)	3,093	3,214	(121)
Richland	105,845	120,662	(14,817)	-	-	-
Sargeant	36,590	40,993	(4,403)	3,955	3,807	148
Sheridan	14,951	15,907	(956)	4,668	4,752	(84)
Steele	30,063	32,889	(2,826)	2,225	2,099	126
Stutsman	132,127	151,193	(19,066)	9,579	9,730	(151)
Traill	60,478	68,651	(8,173)	4,435	4,541	(106)
Ward	326,372	374,441	(48,069)	22,899	23,124	(225)
Wells	40,740	44,792	(4,052)	4,734	5,317	(583)
Williams	397,833	479,603	(81,770)	10,922	10,680	242
<b>Totals</b>	<b>\$ 4,137,404</b>	<b>\$4,815,122</b>	<b>\$ (677,718)</b>	<b>\$ 282,596</b>	<b>\$ 279,953</b>	<b>\$2,643</b>

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending November 30, 2025						
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to November 30, 2025	Balance of Budget	Percentage of Budget Spent
<b>GENERAL FUND</b>						
<b>Director's Expense</b>						
Director Per Diem	\$ 135,000	\$ 124,810	\$ 151,200	\$ 104,672	\$ 46,528	69.23%
Director Expense	\$ 120,000	\$ 108,734	\$ 144,530	\$ 89,574	\$ 54,956	61.98%
<b>Total Director Expense</b>	<b>\$ 255,000</b>	<b>\$ 233,544</b>	<b>\$ 295,730</b>	<b>\$ 194,246</b>	<b>\$ 101,484</b>	<b>65.68%</b>
<b>Employee Expense</b>						
Employee Salaries	\$ 972,000	\$ 820,846	\$ 1,071,500	\$ 853,104	\$ 218,396	79.62%
General Manager Expense	\$ 21,000	\$ 15,114	\$ 21,000	\$ 13,792	\$ 7,208	65.67%
<b>Travel</b>	<b>\$ 61,000</b>	<b>\$ 13,191</b>	<b>\$ 72,000</b>	<b>\$ 28,203</b>	<b>\$ 43,797</b>	<b>39.17%</b>
Administrative Officer	\$ 25,000	\$ 1,373	\$ 25,000	\$ 4,998	\$ 20,002	19.99%
District Engineer	\$ 10,000	\$ 3,362	\$ 10,000	\$ 3,420	\$ 6,580	34.20%
Engineer	\$ 5,000	\$ 2,564	\$ 6,000	\$ 2,913	\$ 3,087	48.55%
Communications Director	\$ 6,000	\$ 1,910	\$ 6,000	\$ 775	\$ 5,225	12.92%
Employee Expense Other	\$ 15,000	\$ 3,981	\$ 25,000	\$ 16,097	\$ 8,903	64.39%
<b>Professional Development</b>	<b>\$ 15,369</b>	<b>\$ 404</b>	<b>\$ 17,000</b>	<b>\$ 2,002</b>	<b>\$ 14,998</b>	<b>11.78%</b>
Employee Training	\$ 15,000	\$ 404	\$ 15,000	\$ 2,002	\$ 12,998	13.35%
Wellness Program	\$ 369	\$ -	\$ 2,000	\$ -	\$ 2,000	0.00%
<b>Benefits</b>	<b>\$ 451,000</b>	<b>\$ 375,162</b>	<b>\$ 540,610</b>	<b>\$ 401,567</b>	<b>\$ 139,043</b>	<b>74.28%</b>
FICA	\$ 82,000	\$ 66,557	\$ 87,535	\$ 70,705	\$ 16,830	80.77%
Retirement	\$ 149,000	\$ 128,699	\$ 157,500	\$ 129,447	\$ 28,053	82.19%
Hospital/Life Insurance	\$ 191,000	\$ 159,373	\$ 242,000	\$ 175,136	\$ 66,864	72.37%
Unemployment Compensation	\$ 5,000	\$ 248	\$ 5,275	\$ 3,574	\$ 1,701	67.75%
Vision/Dental Insurance	\$ 13,000	\$ 12,637	\$ 18,425	\$ 13,956	\$ 4,469	75.75%
Workforce Safety Insurance	\$ 1,000	\$ 499	\$ 1,345	\$ 1,342	\$ 3	99.74%
Long Term Disability Insurance	\$ 10,000	\$ 7,148	\$ 10,700	\$ 7,408	\$ 3,292	69.23%
Vacation/Sick Leave Liability	\$ -	\$ -	\$ 17,830	\$ -	\$ 17,830	0.00%
<b>Total Employee Expense</b>	<b>\$ 1,520,369</b>	<b>\$ 1,224,717</b>	<b>\$ 1,722,110</b>	<b>\$ 1,298,668</b>	<b>\$ 423,442</b>	<b>75.41%</b>
<b>Administration</b>						
Postage	\$ 5,500	\$ 4,822	\$ 4,400	\$ 3,439	\$ 961	78.16%
Communications	\$ 13,000	\$ 12,983	\$ 16,600	\$ 11,690	\$ 4,910	70.42%
Utilities	\$ 36,211	\$ 36,211	\$ 39,200	\$ 35,881	\$ 3,319	91.53%
Meetings & Events	\$ 9,500	\$ 9,284	\$ 29,400	\$ 7,690	\$ 21,710	26.16%
Subscriptions/Publications	\$ 10,000	\$ 9,511	\$ 12,500	\$ 12,012	\$ 488	96.10%
Miscellaneous	\$ 3,500	\$ 2,611	\$ 3,500	\$ 4,104	\$ (604)	117.27%
Data Processing	\$ 77,044	\$ 77,044	\$ 61,550	\$ 71,203	\$ (9,653)	115.68%
Employee Recruiting	\$ 1,725	\$ 1,721	\$ -	\$ -	\$ -	0.00%
Supplies	\$ 11,500	\$ 11,335	\$ 12,300	\$ 11,125	\$ 1,175	90.44%
Small Office Equipment	\$ 13,308	\$ 13,308	\$ 30,430	\$ 17,318	\$ 13,112	56.91%
Dues	\$ 14,000	\$ 13,073	\$ 14,000	\$ 12,207	\$ 1,793	87.20%
Insurance	\$ 24,800	\$ 24,751	\$ 19,200	\$ 20,317	\$ (1,117)	105.82%
Annual Independent Audit	\$ 40,543	\$ 40,543	\$ 46,220	\$ 46,218	\$ 2	100.00%
<b>Total Administration</b>	<b>\$ 260,631</b>	<b>\$ 257,197</b>	<b>\$ 289,300</b>	<b>\$ 253,203</b>	<b>\$ 36,097</b>	<b>87.52%</b>
<b>Public Education</b>						
GDCD Tours	\$ 10,000	\$ 3,150	\$ 10,000	\$ 4,041	\$ 5,959	40.41%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	100.00%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.00%
ND Water Magazine	\$ 18,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	50.00%
Missouri River Joint Board/MRRIC	\$ 51,000	\$ 38,412	\$ 61,925	\$ 19,445	\$ 42,480	31.40%
Upper Sheyenne	\$ 50,000	\$ -	\$ 150,000	\$ 150,000	\$ -	100.00%
Conference Booth Fees, Sponsorships	\$ 20,000	\$ 9,748	\$ 20,000	\$ 5,398	\$ 14,602	26.99%
Miscellaneous	\$ 10,000	\$ 698	\$ 10,000	\$ 200	\$ 9,800	2.00%
<b>Total Public Education</b>	<b>\$ 193,000</b>	<b>\$ 106,008</b>	<b>\$ 305,925</b>	<b>\$ 223,085</b>	<b>\$ 82,840</b>	<b>72.92%</b>

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending November 30, 2025							
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to November 30, 2025	Balance of Budget	Percentage of Budget Spent	
<b>Professional Services</b>							
Communications	\$ 140,000	\$ 115,037	\$ 140,000	\$ 83,125	\$ 56,875	59.37%	
Engineering	\$ 125,000	\$ 24,864	\$ 125,000	\$ 3,750	\$ 121,250	3.00%	
<b>RRVWSP Development</b>	<b>\$ 313,000</b>	<b>\$ 29,459</b>	<b>\$ 273,000</b>	<b>\$ 148,635</b>	<b>\$ 124,365</b>	<b>54.44%</b>	
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.00%	
Engineering	\$ 100,000	\$ 5,327	\$ 50,000	\$ 4,066	\$ 45,934	8.13%	
Legal	\$ 122,000	\$ 27,285	\$ 132,000	\$ 134,185	\$ (2,185)	101.66%	
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%	
Consultants	\$ 50,000	\$ (3,263)	\$ 50,000	\$ 3,484	\$ 46,516	6.97%	
Meeting, Misc. Exp	\$ 16,000	\$ 111	\$ 16,000	\$ 6,900	\$ 9,100	43.12%	
Prof Services Other	\$ 37,565	\$ -	\$ 45,000	\$ 17,890	\$ 27,110	39.76%	
Legal Services	\$ 165,435	\$ 165,435	\$ 200,000	\$ 170,797	\$ 29,203	85.40%	
<b>Total Professional Services</b>	<b>\$ 781,000</b>	<b>\$ 334,796</b>	<b>\$ 783,000</b>	<b>\$ 424,196</b>	<b>\$ 358,804</b>	<b>54.18%</b>	
<b>Irrigation Development</b>							
ND Irrigation Association	\$ 80,000	\$ 80,000	\$ 50,000	\$ 25,000	\$ 25,000	50.00%	
NDSU Oakes Irrigation Site	\$ 452,150	\$ 452,150	\$ -	\$ -	\$ -	0.00%	
Robert Titus Lease	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	0.00%	
Irrigation Development	\$ 26,000	\$ 5,000	\$ 26,000	\$ 111,540	\$ (85,540)	429.00%	
<b>Total Irrigation Development</b>	<b>\$ 575,150</b>	<b>\$ 537,150</b>	<b>\$ 76,000</b>	<b>\$ 136,540</b>	<b>\$ (60,540)</b>	<b>179.66%</b>	
<b>Recreation</b>							
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 1,042,163	\$ 207,837	83.37%	
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 3,332	\$ 6,668	33.32%	
<b>Total Recreation</b>	<b>\$ 1,160,000</b>	<b>\$ 1,140,191</b>	<b>\$ 1,260,000</b>	<b>\$ 1,045,496</b>	<b>\$ 214,504</b>	<b>82.98%</b>	
<b>WaterAssistant Grant Program</b>							
	\$ 300,000	\$ 204,462	\$ 300,000	\$ 209,114	\$ 90,886	69.70%	
<b>Irrigation Districts</b>							
	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.00%	
<b>Maintenance &amp; Repair</b>							
Equipment Maintenance	\$ 27,000	\$ 25,353	\$ 27,000	\$ 21,051	\$ 5,949	77.97%	
Small Yard Equipment Purchases	\$ 2,292	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%	
Land & Bldg Maintenance	\$ 37,328	\$ 37,328	\$ 45,000	\$ 63,321	\$ (18,321)	140.71%	
Auto Expense	\$ 15,380	\$ 15,380	\$ 20,000	\$ 20,371	\$ (371)	101.86%	
<b>Total Maintenance &amp; Repair</b>	<b>\$ 82,000</b>	<b>\$ 78,060</b>	<b>\$ 102,000</b>	<b>\$ 104,744</b>	<b>\$ (2,744)</b>	<b>102.69%</b>	
<b>Capital Purchases</b>							
Office Equip & Furniture	\$ 37,000	\$ -	\$ 137,000	\$ 20,710	\$ 116,290	15.12%	
Yard Equipment	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	0.00%	
Vehicle	\$ 69,410	\$ 27,182	\$ 132,000	\$ 120,724	\$ 11,276	91.46%	
Land and Buildings	\$ 96,237	\$ 96,236	\$ 270,000	\$ -	\$ 270,000	0.00%	
<b>Total Capital Purchases</b>	<b>\$ 202,647</b>	<b>\$ 123,418</b>	<b>\$ 559,000</b>	<b>\$ 141,434</b>	<b>\$ 417,566</b>	<b>25.30%</b>	
<b>TOTAL GENERAL FUND</b>	<b>\$ 5,331,797</b>	<b>\$ 4,239,544</b>	<b>\$ 5,695,065</b>	<b>\$ 4,030,725</b>	<b>\$ 1,664,340</b>	<b>70.78%</b>	

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending November 30, 2025						
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to November 30, 2025	Balance of Budget	Percentage of Budget Spent
<b>IRRIGATION FUND</b>						
McClusky Canal Irrigation	\$ 418,100	\$ 197,626	\$ 271,000	\$ 248,816	\$ 22,184	91.81%
Operations	\$ 418,100	\$ 197,626	\$ 271,000	\$ 248,816	\$ 22,184	91.81%
Debt Payments	\$ 218,000	\$ 216,868	\$ 215,000	\$ 71,304	\$ 143,696	33.16%
Principal	\$ 186,844	\$ 185,712	\$ 192,000	\$ 55,145	\$ 136,855	28.72%
Interest	\$ 31,156	\$ 31,156	\$ 23,000	\$ 16,159	\$ 6,841	70.25%
<b>Total Irrigation Fund</b>	<b>\$ 636,100</b>	<b>\$ 414,494</b>	<b>\$ 486,000</b>	<b>\$ 320,121</b>	<b>\$ 165,879</b>	<b>65.87%</b>
<b>OPERATIONS &amp; MAINTENANCE</b>						
Salaries & Benefits	\$ 2,538,600	\$ 2,382,782	\$ 2,468,278	\$ 2,302,813	\$ 165,465	93.30%
Salaries	\$ 1,688,200	\$ 1,563,318	\$ 1,598,362	\$ 1,490,835	\$ 107,527	93.27%
Benefits	\$ 850,400	\$ 819,464	\$ 869,916	\$ 811,978	\$ 57,938	93.34%
Travel	\$ 20,000	\$ 18,060	\$ 12,006	\$ 13,419	\$ (1,413)	111.77%
Training	\$ 2,700	\$ -	\$ 1,100	\$ -	\$ 1,100	0.00%
Utilities	\$ 82,900	\$ 81,166	\$ 76,300	\$ 94,555	\$ (18,255)	123.93%
Contractual Services	\$ 171,600	\$ 113,481	\$ 599,011	\$ 12,147	\$ 586,864	2.03%
Supplies	\$ 374,000	\$ 366,666	\$ 351,033	\$ 453,582	\$ (102,549)	129.21%
Capital Purchases	\$ 1,001,000	\$ 937,313	\$ 421,000	\$ 415,118	\$ 5,882	98.60%
Equipment Rental	\$ 7,000	\$ -	\$ 4,000	\$ -	\$ 4,000	0.00%
Equipment Maintenance	\$ 450,000	\$ 257,472	\$ 453,441	\$ 299,576	\$ 153,865	66.07%
Safety	\$ 53,000	\$ 31,507	\$ 43,055	\$ 51,439	\$ (8,384)	119.47%
Miscellaneous	\$ 21,900	\$ 18,836	\$ 49,828	\$ 6,834	\$ 42,994	13.71%
Materials	\$ 12,000	\$ 7,070	\$ 237,000	\$ 2,040	\$ 234,960	0.86%
<b>Total Operations &amp; Maintenance Fund</b>	<b>\$ 4,749,700</b>	<b>\$ 4,214,354</b>	<b>\$ 4,716,052</b>	<b>\$ 3,651,523</b>	<b>\$ 1,064,529</b>	<b>77.43%</b>
<b>MR&amp;I FUND</b>						
Salaries & Benefits	\$ 82,000	\$ 77,594	\$ 90,000	\$ 79,385	\$ 10,615	88.21%
MR&I Project Expenditures	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 8,540,956	\$ 21,459,044	28.47%
<b>Total MR&amp;I Fund</b>	<b>\$ 30,082,000</b>	<b>\$ 10,597,613</b>	<b>\$ 30,090,000</b>	<b>\$ 8,620,341</b>	<b>\$ 21,469,659</b>	<b>28.65%</b>
<b>RED RIVER VALLEY WATER SUPPLY PROJECT</b>						
Right of Way	\$ 1,250,000	\$ 1,115,335	\$ 1,250,000	\$ 756,756	\$ 493,244	60.54%
Construction in Progress	\$ 117,500,000	\$ 78,562,085	\$ 117,500,000	\$ 89,697,553	\$ 27,802,447	76.34%
Professional Services	\$ 1,491,000	\$ 706,479	\$ 1,250,000	\$ 688,734	\$ 561,266	55.10%
Financing/Legal/Administration	\$ 1,250,000	\$ 546,214	\$ 1,000,000	\$ 378,617	\$ 621,383	37.86%
Other-Engineering	\$ 241,000	\$ 160,264	\$ 250,000	\$ 310,117	\$ (60,117)	124.05%
Debt Payments	\$ 663,000	\$ 662,983	\$ 662,982	\$ 662,983	\$ (1)	100.00%
Principal	\$ 423,053	\$ 423,053	\$ 315,911	\$ 374,936	\$ (59,025)	118.68%
Interest	\$ 239,947	\$ 239,929	\$ 347,071	\$ 288,047	\$ 59,024	82.99%
<b>Total Red River Valley Water Supply Project</b>	<b>\$ 120,904,000</b>	<b>\$ 81,046,882</b>	<b>\$ 120,662,982</b>	<b>\$ 91,806,025</b>	<b>\$ 28,856,957</b>	<b>76.08%</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 161,703,597</b>	<b>\$ 100,512,886</b>	<b>\$ 161,650,099</b>	<b>\$ 108,428,735</b>	<b>\$ 53,221,364</b>	<b>67.08%</b>

**GARRISON DIVERSION CONSERVANCY DISTRICT**  
**GDCD RECREATION GRANT PROGRAM**  
**OUTSTANDING PROJECTS**  
**July 1, 1990 to November 30, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS 2025	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024	EXPENDITURES 1-1-25 to 11-30-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-25
Barnes	Valley City Park Playground	03-20-24	\$ 50,000.00		\$ 50,000.00			\$ -
Barnes	Sheyenne River Water Trail	03-25-25		\$ 34,700.00				\$ 34,700.00
Barnes	Valley City Chautauqua Park Lighting/Security	09-23-25		\$ 15,404.00				\$ 15,404.00
Barnes	Rogers Parks Playground Equipment	09-23-25		\$ 6,250.00				\$ 6,250.00
Benson	Maddock -Campground Service Upgrades	09-23-25		\$ 40,175.00				\$ 40,175.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00			\$ (21,250.00)		\$ -
Bottineau	City of Landa-Restroom Facilities	09-20-23	\$ 6,250.00	\$ 5,524.38				\$ 725.62
Bottineau	Maxbass Community Park	03-20-24	\$ 31,141.00					\$ 31,141.00
Bottineau	Newburg Park Gazebo	09-16-24	\$ 20,600.00		\$ 20,600.00			\$ -
Bottineau	Carbury Dam Rec Area Vault Toilet	03-25-25	\$ 5,571.00	\$ 3,675.19	\$ (1,895.81)			\$ -
Bottineau	Snow System @ Winter Park Phase II	03-25-25	\$ 50,000.00	\$ 50,000.00				\$ -
Bottineau	Park Benches -Souris	03-25-25	\$ 1,195.00					\$ 1,195.00
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00	\$ 22,416.75	\$ 7,583.25			\$ -
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00	\$ 958.10	\$ (1,436.90)			\$ -
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24	\$ 50,000.00		\$ 50,000.00			\$ -
Burleigh	General Sibley Park 2-5 Playground	03-25-25	\$ 16,000.00					\$ 16,000.00
Burleigh	McDowell Dam Shelter/Playground/Path	03-25-25	\$ 28,699.00					\$ 28,699.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00			\$ (638.00)		\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00		\$ 16,145.00			\$ -
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00	\$ 5,444.70	\$ 813.88			\$ 20,945.42
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00	\$ 4,666.75				\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$ 75,000.00					\$ 75,000.00
Cass	Rheault Farm Playground Improvement	03-20-24	\$ 50,000.00		\$ 50,000.00			\$ -
Cass	Anderson Softball Complex Improvements	09-16-24	\$ 33,000.00					\$ 33,000.00
Cass	Argusville Park Playground Equipment	09-16-24	\$ 20,000.00		\$ 17,500.00			\$ 2,500.00
Cass	Ashmoor Glen Park -Mapleton	03-25-25	\$ 50,000.00					\$ 50,000.00
Cass	Reile's Park Revitalization	03-25-25	\$ 50,000.00					\$ 50,000.00
Cass	SW Regional Pond Recreation Area-Fargo	03-25-25	\$ 50,000.00					\$ 50,000.00
Cass	Agustville Playground Equipment	09-23-25	\$ 17,000.00					\$ 17,000.00
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$ 20,000.00			\$ (20,000.00)		\$ -
Dickey	Wilson Dam Picnic Shelter Renovation	09-28-22	\$ 1,778.00			\$ (1,778.00)		\$ -
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00					\$ 4,500.00
Dickey	Oakes -Main Street Park	09-20-23	\$ 26,125.00		\$ 20,785.60	\$ (5,339.40)		\$ -
Dickey	Dickey County Community Rec Facility	03-20-24	\$ 34,996.00		\$ 11,482.35			\$ 23,513.65
Dickey	Wilson Dam Picnic Table	03-25-25	\$ 460.00		\$ 460.00			\$ -
Eddy	Fairgrounds Shower House	03-25-25	\$ 25,000.00					\$ 25,000.00
Eddy	Jim Johnson Park Bathroom Renovation	03-25-25	\$ 2,473.00					\$ 2,473.00
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00	\$ 37,305.43				\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00	\$ 38,506.00	\$ 10,384.83			\$ 12,311.17
Foster	Foster County Fairground Bleachers	09-23-25	\$ 9,720.00					\$ 9,720.00
Grand Forks	Manvel Community Park Improvement	09-28-22	\$ 12,699.00		\$ 12,699.00			\$ -
Grand Forks	Greenway Project	05-14-24	\$ 50,000.00			\$ (50,000.00)		\$ -
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24	\$ 16,687.00					\$ 16,687.00
Grand Forks	Riverside Park Playground Renovation	09-16-24	\$ 37,500.00		\$ 37,500.00			\$ -
Grand Forks	Elks Park Playground-Grand Forks	03-25-25	\$ 39,560.00					\$ 39,560.00
Grand Forks	Ryan Lake Trails & Outdoor Classroom	09-23-25	\$ 50,000.00					\$ 50,000.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00	\$ 1,249.50	\$ (1,700.50)			\$ -
Griggs	Binford Rodeo Assoc. Community Center	09-28-22	\$ 75,000.00	\$ 56,870.02	\$ (18,129.98)			\$ -
LaMoure	Marion ADA Bathroom	03-20-24	\$ 9,068.00		\$ 8,540.12			\$ 527.88
LaMoure	Twin Lakes Vault Toilet	03-20-24	\$ 3,500.00					\$ 3,500.00
LaMoure	Sunset Park Swim Center -Final State	09-23-25	\$ 12,515.00					\$ 12,515.00
McHenry	City of Upham-Park Restrooms	03-30-23	\$ 12,500.00					\$ 12,500.00
McHenry	Towner -Baseball Field Renovation	09-20-23	\$ 3,750.00	\$ 2,392.24				\$ 1,357.76
McHenry	Park Swings Set	03-20-24	\$ 9,071.00					\$ 9,071.00
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23	\$ 40,071.00					\$ 40,071.00
McKenzie	Kent Pelton Nature Park Inclusive Playground	09-16-24	\$ 50,000.00		\$ 50,000.00			\$ -
McLean	City of Butte-City Park	03-30-23	\$ 874.00	\$ 145.89				\$ 728.11
McLean	Arena Announcer Office & Concessions	03-30-23	\$ 6,946.00					\$ 6,946.00
McLean	Lake Brecken Picnic Tables	03-20-24	\$ 2,356.00					\$ 2,356.00
McLean	Community Center Building -Mercer	03-25-25	\$ 50,000.00					\$ 50,000.00
McLean	Riverdale Lakeside Park Tennis Cours	09-23-25	\$ 13,830.00					\$ 13,830.00
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00	\$ 30,653.33	\$ 9,548.67	\$ (0.00)		
Ramsey	Merle Baisch Memorial Wheelchair Ramp-DL	03-25-25	\$ 43,977.00					\$ 43,977.00
Ramsey	County Fair Multipurpose Bldg-NR	03-25-25	\$ 50,000.00		\$ 45,350.00			\$ 4,650.00
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00		\$ 5,262.00			\$ -
Ransom	Sandager Park Playground/Shelter/Campgrd	03-25-25	\$ 25,688.00		\$ 12,836.82			\$ 12,851.18
Ransom	Lisbon -Sandager Park LFD Baseball Imp	09-23-25	\$ 32,742.00					\$ 32,742.00
Renville	Mohall Adult Recreation Complex	03-20-24	\$ 37,500.00					\$ 37,500.00
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00	\$ 18,590.75	\$ 15,884.52	\$ (206.73)	\$ (0.00)	
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00		\$ 2,000.00			\$ -
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00	\$ 6,080.00	\$ 1,306.25	\$ (2,363.75)		\$ -

**GARRISON DIVERSION CONSERVANCY DISTRICT**  
**GDCD RECREATION GRANT PROGRAM**  
**OUTSTANDING PROJECTS**  
**July 1, 1990 to November 30, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS 2025	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024		EXPENDITURES 1-1-25 to 11-30-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-25
					4	5			
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50	\$ 55,037.50		\$ -	
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00		\$ 857.12			\$ -	\$ 517.88
Sargent	Hero's Park	03-20-24	\$ 10,500.00		\$ 500.00	\$ 6,085.61		\$ -	\$ 3,914.39
Sargent	Silver Lake Southside Bathhouse	03-25-25		\$ 19,097.00					\$ 19,097.00
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00				\$ (6,250.00)	\$ -	
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00						\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24	\$ 30,361.00		\$ 29,395.50				\$ 965.50
Steele	Hope Clubhouse/Meeting Area	09-16-24	\$ 50,000.00		\$ 35,086.63	\$ 14,913.37			\$ 0.00
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00			\$ 6,204.00			\$ -
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00			\$ 75,000.00			\$ -
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00						\$ 5,574.00
Stutsman	Nickeus Park All Abilities Playground	03-20-24	\$ 50,000.00			\$ 50,000.00			\$ -
Stutsman	McElroy Park ADA tee-ball	09-16-24	\$ 50,000.00						\$ 50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24	\$ 28,503.00						\$ 28,503.00
Stutsman	Medina Youth Baseball Fence	09-16-24	\$ 5,750.00		\$ 2,555.00				\$ 3,195.00
Stutsman	Jack Brown Stadium Lighting	03-25-25		\$ 6,209.00		\$ 6,208.84	\$ (0.16)	\$ (0.00)	
Stutsman	Water Hookups at City Park -Medina	03-25-25		\$ 4,000.00					\$ 4,000.00
Traill	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00		\$ (715.00)	\$ -	
Traill	Mayville-Basketball Courts	09-20-23	\$ 2,000.00			\$ 2,000.00			
Traill	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00			\$ 11,383.00	\$ (10,504.00)	\$ -	
Traill	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00			\$ 5,318.00	\$ (1,371.00)	\$ -	
Traill	Park Gazebo	03-20-24	\$ 15,923.00			\$ 15,923.00			
Traill	Skate Park -Mayville	03-25-25		\$ 20,265.00		\$ 16,027.00			\$ 4,238.00
Ward	Ward County Parks 2022	03-30-22	\$ 10,632.00			\$ 10,632.00			\$ -
Ward	11th & 11th Park Playground	09-28-22	\$ 21,875.00			\$ 17,889.75	\$ (3,985.25)	\$ -	
Ward	Swimming Pool & Bathhouse	09-28-22	\$ 75,000.00				\$ (75,000.00)	\$ -	
Ward	Talbot Court Disc Golf	03-30-23	\$ 2,465.00						\$ 2,465.00
Ward	Ward County-2024 Ward Co Park Improv	09-20-23	\$ 8,071.00						\$ 8,071.00
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00						\$ 75,000.00
Ward	Pony Tracks Pickleball	03-20-24	\$ 10,875.00		\$ 8,609.00	\$ 2,266.00			\$ -
Ward	Sawyer City Park Improvement	09-16-24	\$ 12,250.00						\$ 12,250.00
Ward	South Hill Complex Playground	09-16-24	\$ 31,606.00				\$ (31,606.00)	\$ -	
Ward	Splash Pad -Kenmare	03-25-25		\$ 50,000.00		\$ 50,000.00			\$ -
Ward	Rice Lake Pickleball Cours	09-23-25		\$ 25,729.00					\$ 25,729.00
Ward	Picnic Tables/Trash/Signage/Estates/Golf Park	09-23-25		\$ 8,773.00					\$ 8,773.00
Ward	Minot -South Hill Complex Playground	09-23-25		\$ 50,000.00					\$ 50,000.00
Wells	Fessenden-Splash Pad	09-20-23	\$ 49,250.00						\$ 49,250.00
Wells	Manfred Comfort Station & Park	03-20-24	\$ 9,372.00						\$ 9,372.00
Wells	Harvey Swimming Pool	09-16-24	\$ 50,000.00						\$ 50,000.00
Williams	Wildrose Community Garden	03-30-22	\$ 1,000.00				\$ (1,000.00)	\$ -	
Williams	BlackTail Beach Trail	09-28-22	\$ 22,500.00						\$ 22,500.00
Williams	Tioga Dam Trail & Park	09-28-22	\$ 24,000.00			\$ 24,000.00			\$ -
Williams	Williston Water World	03-30-23	\$ 75,000.00		\$ 19,531.18	\$ 55,468.82			\$ -
Williams	Coyote Clay Target Range Phase 3	03-20-24	\$ 50,000.00			\$ 50,000.00			
Williams	Grenora Sunset Park Pre-K Playground	03-20-24	\$ 5,000.00						\$ 5,000.00
Williams	Spring Lake Frisbee Golf & Bathroom	03-20-24	\$ 27,688.00			\$ 25,498.46			\$ 2,189.54
<b>TOTALS</b>			<b>\$ 2,198,288.00</b>	<b>\$ 905,032.00</b>	<b>\$ 337,230.27</b>	<b>\$ 1,042,163.33</b>	<b>\$ (255,170.48)</b>	<b>\$ 1,468,755.92</b>	

January 2026	Present 2025 budget revisions to Board of Directors for approval (if needed)
March 2026	Present 2026 budget revisions to Executive Committee for approval (if needed)  Present 2025 budget final revisions to Executive Committee for approval (if needed)
April 2026	Submission of preliminary 2027 budget (version 1) requests from staff  Present 2025 budget final revisions to Board of Directors for approval (if needed)
June 2026	Present 2027 draft budget (version 2) to Executive Committee  Present 2026 budget revisions to Executive Committee for approval (if needed)
July 2026	Present 2027 budget (version 3) to Board of Directors
September 2026	Present 2026 budget revisions to Executive Committee for approval (if needed)  2027 budget public hearing at Special Board of Directors Meeting  Final 2027 budget approval by the Board of Directors
October 2026	2027 budget and tax levy due to member counties
December 2026	Present 2026 budget revisions to Executive Committee for approval (if needed)
January 2027	Present 2026 budget revisions to Board of Directors for approval
March 2027	Present 2026 budget final revisions to Executive Committee for approval (if needed)  Present 2027 budget revisions to Executive Committee for approval (if needed)

NOV 03 2025



# Missouri River Joint Water Board

Wade Bachmeier, Chairman  
8315 Willow Road N Mandan, ND 58554  
Phone: 701-400-4251

Greg Lange, Secretary/Treasurer  
610 Sudbury Ave, Bismarck, ND 58503  
Phone: 701-880-1028

October 29, 2025

Garrison Diversion Conservancy District  
PO Box 140  
Carrington, ND 58421      Sent US Mail and Email

## Re: Request For GDU Cost Participation; Missouri River Joint Water Board

The Missouri River Joint Water Board (MRJWB) is continuing our 'Educate, Advocate, and Engage' (EAE) Program (Program) which the Garrison Diversion Board has participated in funding in the last few years.

In past years, the Program has been funded by a 25% GDU contribution, with a 25% local contribution, and with a 50% State contribution. We are seeking the same levels of funding for our 2026 activities and project a budget of \$175,340. At that level, our request and anticipation of funding is as follows:

- 25% to be Local Funds ..... At \$43,835
- 25% to be GDU Assistance ..... At \$43,835
- 50% to be State Assistance ..... At \$87,670

Total 2026 Budget ..... At \$175,340    A proposed budget of expenditures and funding is attached.

This Program has been vetted with and received support from the following area entities:

- The County Water Boards of the Counties along the Missouri River
- The North Dakota Water Users
- The North Dakota Water Irrigation Coalition
- The North Dakota Water Education Foundation
- Leadership of the ND Legislative Water Topics Committee
- The North Dakota Rural Water Systems Association
- The North Dakota Association of Counties
- North Dakota Missouri River Advisory Committee
- Friends of Lake Sakakawea
- The North Dakota Department of Parks and Recreation

We understand you may be able to schedule discussion on this issue at your December 18<sup>th</sup> Executive Meeting. We are prepared to appear to support this request at that meeting and/or at your regular January Board Meeting.

Sincerely,

Wade Bachmeier, MRJWB Chair

## Budget 2026 version 2

Missouri River Joint Water Board: EAE Program for Calander Year 2026		
Budgeted Costs	Totals	Notation
1. Program Manager	\$88,000	\$5000 mo X 12 months plus transition costs
2. NDWU Administration	\$5,000	Contract with NDWU at estimated \$1250 per quarter
3. ND Water Magazine	\$8,000	Contract with NDWEF
4. Other Magazines	\$5,000	Lump sum for other area magazines TBD
5. Program Pamphlets/Displays	\$2,000	General Program Handouts
6. Special Educational Costs	\$10,000	Material Development for School Handouts
7. Public Meetings	\$10,000	Anticipated venue, notices and publication costs; anticipate 8-10 meetings
8. Conferences and Agency Meetings	\$8,000	ND Water conferences, AOP Meetings and other area conferences; includes NDWU, NDRW, SDRW and NWRA memberships
9. Program Reimbursables 1	\$5,000	Travel and per Diem for instate state meetings
10. Program Reimbursables 2	\$8,000	Selected Out of State Travel/Meetings/Conferences/Speaker Fees
11. In house Program Admin.	\$8,400	Added Board Attorney and Secretary costs
12. Speaker Fee Reimbursement	\$2,000	Reimbursement to Advisory Member Speaker Fees
Subtotal	\$159,400	
10 % Contingencies	\$15,940	Estimated
<b>Total</b>	<b>\$175,340</b>	
<b>Budgeted Revenue</b>		
Local	\$43,835	Local share is 25% of total
DWR	\$87,670	State share is 50% of total
GDU	\$43,835	GDU share is 25% of total
<b>Totals</b>	<b>\$175,340</b>	

November 17, 2025

Abigail Franklund  
ND State Water Commission  
900 E Boulevard Ave Dept 770  
Bismarck, ND 58505-0850

Merri Moordian  
Garrison Diversion Conservancy District  
PO Box 140  
Carrington, ND 58421-0140

Re: MRJWB Cost Share Request for Terry Fleck/MRRIC 2025-27

Thank you for your support over the last biennium of Terry Fleck's active involvement in the Missouri River Recovery Implementation Committee (MRRIC). Terry has continued his involvement in MRRIC and provides a strong, experienced, and respected voice there for North Dakota's recreation interests

We request your continued financial support of Terry Fleck's involvement during the next biennium. Our budget is unchanged from the prior budget, and we will continue to provide the administrative support that we have in the past: contracting with Mr. Fleck, paying him for his services and expenses, and invoicing you every six months for reimbursement of these costs.

Thank you again for your partnership in this effort.

Sincerely,

*Greg Lange*

Gregory L. Lange

Secretary

**Missouri River Joint Water Board**  
**2026 Operating Budget (proposed)**

	<u>2025 Budget</u>	<u>Actual</u>	<u>2026 Budget</u>
<b>OPERATING INCOME</b>			
Dues (9 of 9 received in 2025)	14,000.00	15,000.00	17,000.00 <sup>1</sup>
Oliver WRD for 2024		1,000.00	
NDIRF Refund		72.00	
<b>Total Operating Income</b>	<b>14,000.00</b>	<b>16,072.00</b>	<b>17,000.00</b>
<b>OPERATING EXPENSE</b>			
Insurance	500.00	418.00	500.00
Water Coalition (New)			1,000.00
Convention registration (Lange)			350.00
Riverman Award			150.00
Misc. (2025 included above)	500.00	500.00	200.00
WRDA Membership (New)			2,000.00
Secretary/Treasurer	7,200.00	7,200.00	8,400.00
<b>Total Operating Expenses</b>	<b>8,200.00</b>	<b>8,118.00</b>	<b>12,600.00</b>
<b>MRRIC INCOME</b>			
SWC/DWR	20,800.00	20,442.57	23,850.00
GDCD	20,800.00	20,442.57	23,850.00
<b>Total</b>	<b>41,600.00</b>	<b>40,885.14</b>	<b>47,700.00</b>
<b>MRRIC EXPENSE</b>			
IofA/Terry Fleck fees (\$3300)/mo)	39,600.00	39,600.00	39,600.00
Travel	2,000.00	747.36	8,100.00
<b>Total</b>	<b>41,600.00</b>	<b>40,347.36</b>	<b>47,700.00</b>
<b>EAE INCOME (see attached budget)</b>			
DWR (50%)	81,950.00	41,600.01	87,670.00
GDU	40,975.00	9,545.00	43,835.00
Members	40,975.00	30,000.00	43,835.00
SWA		10,000.00	
<b>Total Income</b>	<b>163,900.00</b>	<b>91,145.01</b>	<b>175,340.00</b>
<b>EAE EXPENSE (actual is estimated)</b>	<b>163,900.00</b>	<b>86,265.00</b>	<b>175,340.00</b>

<sup>1</sup> Based on dues of \$2000 from Williams, Burleigh, Morton, Mountrail, McKenzie, and Stark; \$1,000 from Emmons and Oliver; and \$1,500 from Dunn and Mercer



GARRISON DIVERSION  
CONSERVANCY DISTRICT  
P.O. Box 140  
CARRINGTON, N.D. 58421  
(701) 652-3194  
FAX (701) 652-3195  
gdcd@gdcd.org  
www.garrisondiversion.org

## MEMORANDUM

**TO:** GDCD Board Members  
**FROM:** Duane DeKrey, General Manager  
**DATE:** December 31, 2025  
**SUBJECT:** Executive Committee Elections

During the January Board of Directors meeting, three Executive Committee member positions will be up for election.

The board chairman will request nominations from the floor at the meeting on January 8. Directors may also submit nominations to me prior to the meeting, as the secretary, or to Kelly Klosertman, who serves as Chairperson on the Nominating Committee. Jason Siegert is the other Nominating Committee member and can be contacted as well.

Elections will be held on January 9.

### **The individuals with expiring terms are:**

**Dave Anderson, Larry Kassian and Brian Orn. Larry and Brian have served one term and are eligible to run for a second term. Dave Anderson has completed two terms and is not eligible for re-election.**

Committee assignments for 2026 will be made by the board chairman following the election in January.

DD/las



## **Black & Veatch Corporation**

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

### **Task Order GF 1.50 – 2026 Strategic Communications Services**

**Effective Date – January 1, 2026**

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

I.	PROJECT BACKGROUND.....	1
II.	TASK ORDER OBJECTIVES.....	2
III.	GENERAL REQUIREMENTS .....	2
IV.	BASIC SERVICES.....	3
V.	DELIVERABLES.....	4
VI.	SPECIAL RESPONSIBILITIES OF OWNER.....	4
VII.	FEE.....	5
VIII.	PERFORMANCE SCHEDULE .....	5
IX.	DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS .....	5
X.	ACCEPTANCE.....	5

#### **I. PROJECT BACKGROUND**

1. The Red River Valley Water Supply Project (Project) will provide an emergency and supplemental water supply to central and eastern North Dakota (ND) in the event of moderate or severe drought conditions providing resiliency for the communities and economy in the Red River Valley. The Project, as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, 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 west of the City of McClusky, ND, treated at a nearby biota water treatment plant (BWTP). A 125-mile, multi-county pipeline will then convey flows from the plant east to the Sheyenne River. Lake Ashtabula, located downstream, will provide storage allowing for controlled releases to the Red River Valley when flow augmentation is needed.
2. Professional services to develop, implement, and support the Project's overall communication program are being accomplished through the execution of annual task orders. The approach in this Task Order is like previous Task Orders undertaken since 2021. Black & Veatch's (Engineer's) Consultant, Advanced Engineering and Environmental Services, LLC, will be primarily responsible for the execution of this Task Order working with Garrison Diversion's in-house staff.

## II. TASK ORDER OBJECTIVES

1. With the RRVWSP project under construction and the GDCC and the Lake Agassiz Water Authority (LAWA) seeking significant funding from the State of North Dakota in the 2027 legislative session, this Task Order will assist Garrison Diversion in the development of a consistent and reliable communications strategy for project sponsors, community leaders, legislators, state leaders, and strategic partners.
2. Coordinating communications outreach during the 2026 legislative interim, which will include working with staff, LAWA, and public affairs consultants to develop messaging in support of the 2027 legislative request from the State of North Dakota.
3. Assisting Garrison Diversion staff with the efforts of education, advocacy, and outreach to provide up-to-date and accurate information about the Project.
4. Planning and support for events that elevate the status of Garrison Diversion and the Project, including presentations, industry conferences, and special events.
5. Tracking and reporting of project media coverage as well as quarterly newsletter and social media analytics.
6. Providing website maintenance as requested for the RRVWSP, Garrison Diversion, and the LAWA websites.

## III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer through its Consultant will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by the Engineer's Consultant consist of professional services associated with project development and communications for the Project.
3. Work outside Basic and Special Services. Engineer through its Consultant agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization, such as an amendment to this Task Order or a new separate Task Order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer's Consultant will perform and do not implicitly put any additional responsibilities or duties upon the Project Team and Communications Team. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
5. Explicitly Identified Quantities. Engineer's Consultant in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific

information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

#### IV. BASIC SERVICES

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

- Task 1 – Strategic Communications Planning and Management
- Task 2 – Content Development
- Task 3 – Graphic Design
- Task 4 – Videography
- Task 5 – Website Maintenance

1. Task 1 – Strategic Communications Planning and Management  
Task 1 includes overall management of Project Development related to communications and public outreach, the strategic development of and deployment of communication efforts for various audiences, Communications Team meetings with Garrison Diversion staff, and analytics report development for the newsletter, social media, and websites.
2. Task 2 – Content Development  
Task 2 includes working with Garrison Diversion staff and LAWA members to plan, coordinate, strategize, and create communications materials to be disseminated as articles, news releases, handouts, mailers, presentations, and website content to educate and engage stakeholders, end users, affected landowners, legislators, the media, and the public on key areas of the Project. This includes the quarterly RRVWSP newsletter, weekly social media posts, as well as on-call communications assistance. This task includes working with Garrison Diversion staff, LAWA members, and public affairs consultants to respond to requests for information during the legislative interim, in support of the current biennium and the upcoming 2027 legislative session.  
Media monitoring and strategic message development to respond to media inquiries, misinformation, and media coverage opportunities are also included in this task. Additionally, the task includes the annual costs of the Constant Contact email marketing account utilized to send the newsletter, event invitations, and other Project updates, as well as Meltwater, a program that tracks traditional media and social media sentiments about the Project, Garrison Diversion, and LAWA.
3. Task 3 – Graphic Design  
Task 3 includes the development of graphic illustrations in support of the RRVWSP in presentations, maps, flyers/handouts, videos, websites, invitations, poster boards, and conference booths. This task also includes graphic design services as described above to provide an extension of staff on an on-call basis.

4. Task 4 – Videography

Task 4 includes the development of videos in support of the RRVWSP for placement on websites, presentations, social media, and the RRVWSP newsletter. This task also includes videography services as described above to provide an extension of staff on an on-call basis.

5. Task 5 – Website Maintenance

Task 5 provides on-call website maintenance services for Garrison Diversion, LAWA, and RRVWSP sites as needed. Services include fixing issues that may develop with the three sites, as well as aiding Garrison Diversion staff with creating, removing webpages, or adding new functions to the sites on an as-needed basis. The annual cost of website hosting services and fees for the RRVWSP, Garrison Diversion, and LAWA websites are included.

**V. 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. Quarterly newsletter creation, dissemination, and analytics reports.
2. Quarterly social media content development, scheduling on Facebook and X, as well as analytics reports.
3. Content, video, and graphics development for owned media such as website, handouts, newsletters, social media, posters/signage, and presentations.
4. Development, media relations, and promotion of earned (traditional) media.
5. Development of standardized talking points for consistent messaging by Garrison Diversion, stakeholders, community leaders, and other interested groups.
6. Hosting services and on-call website maintenance for three websites associated with the RRVWSP – Garrison Diversion, LAWA, and RRVWSP sites.

**VI. SPECIAL RESPONSIBILITIES OF OWNER**

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than 14 calendar days after receipt of deliverables from Engineer's Consultant.
2. Provide Relevant Information. Owner agrees to provide relevant information and content regarding requirements for the various tasks. The Engineer's Consultant shall be entitled to use and rely upon all information provided by the Owner or Owner's consultants in performing services under this Task Order.
3. Advertising and Rental Fees. Owner agrees to pay directly to publication(s) or venues the fees of all public advertisements or in relation to conferences and events.

**VII. FEE**

The total fee for Basic Services provided under this Task Order is seventy-three thousand five hundred ninety-eight dollars (\$73,598).

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

**VIII. PERFORMANCE SCHEDULE**

This scope and schedule start on January 1, 2026, with anticipated completion on or before December 31, 2026.

**IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS**

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

**X. ACCEPTANCE**

If this satisfactorily sets forth your understanding of this Task Order, please sign and date this document. You will receive an electronic copy via email upon execution of the required signatures.

By:

Duane DeKrey, General Manager  
Garrison Diversion Conservancy District

By:

Paul Boersma, Vice President  
Black & Veatch Corporation

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT A**  
**Fee Estimate Worksheet**



Garrison Diversion Conservancy District  
Task Order GF 1.50 Communication Services  
BV Project No. xxxxx  
5941

Task	Lead Firm	Position	PM	II	Com III	Com II	Com I	Com III	Labor Detail	Labor Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL					
			Pract Lead / Sr Consultant	Project Manager	Digital Storyteller	Graphic Designer	Website Developer		AE2S Level of Effort (hrs)	Labor Cost	Travel	Printing	Misc	Survey Equip	Recording Fees / Repro	Sub1 Markup	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
<b>Task Description</b>																					
<b>IV. BASIC SERVICES</b>																					
1	AE2S Strategic Communications Planning and Management	40	60	36	8	0	144	\$24,324.08	\$400	\$0	\$0	\$0	\$0	\$1,237	\$1,636	144	\$24,324	\$1,636	\$25,960		
A	AE2S Client Communications / Meetings	32	32	32	8	0	104	\$17,631	\$400					\$902	\$1,302	104	\$17,631	\$1,302	\$18,933		
B	AE2S Analytics and reporting	0	12	0	0	0	12	\$1,823						\$91	\$91	12	\$1,823	\$91	\$1,914		
C	AE2S Communications strategy	8	16	4	0	0	28	\$4,870						\$244	\$244	28	\$4,870	\$244	\$5,113		
2	AE2S Content Development	12	84	4	0	0	100	\$16,168.38	\$0	\$0	\$3,662		\$0	\$0	\$990	\$4,653	100	\$16,168	\$4,653	\$20,811	
A	AE2S Quarterly digital newsletter production	0	32	0	0	0	32	\$4,861			\$662				\$276	\$938	32	\$4,861	\$938	\$5,800	
B	AE2S Media monitoring and potential responses	4	16	0	0	0	20	\$3,389			\$3,000				\$319	\$3,319	20	\$3,389	\$3,319	\$6,708	
C	AE2S Facebook, Twitter, YouTube oversight & monitoring	0	8	4	0	0	12	\$1,739						\$87	\$87	12	\$1,739	\$87	\$1,826		
D	AE2S Quarterly social media planning, scheduling	0	24	0	0	0	24	\$3,646						\$182	\$182	24	\$3,646	\$182	\$3,828		
E	AE2S Interim legislative support	8	4	0	0	0	12	\$2,524						\$126	\$126	12	\$2,524	\$126	\$2,650		
3	AE2S Graphic Design	0	8	24	80	0	112	\$13,554.64	\$0	\$300	\$0		\$0	\$0	\$693	\$993	112	\$13,555	\$993	\$14,547	
A	AE2S Graphic design	0	8	24	80	0	112	\$13,555		\$300					\$693	\$993	112	\$13,555	\$993	\$14,547	
4	AE2S Videography	0	8	32	4	0	44	\$5,861.58	\$600	\$0	\$0		\$0	\$0	\$323	\$923	44	\$5,862	\$923	\$6,785	
A	AE2S Videography	0	8	32	4	0	44	\$5,862	\$600						\$323	\$923	44	\$5,862	\$923	\$6,785	
5	AE2S Website Maintenance	0	8	0	0	20	28	\$4,253.76	\$0	\$0	\$979		\$0	\$0	\$262	\$1,241	28	\$4,254	\$1,241	\$5,494	
A	AE2S Website Maintenance	0	8	0	0	20	28	\$4,254		\$979					\$262	\$1,241	28	\$4,254	\$1,241	\$5,494	
<b>Total for Basic Services</b>			52	168	96	92	20	428	\$64,152.44	\$1,000	\$300	\$4,641		\$0	\$0	\$3,505	\$9,446	428	\$64,152	\$9,446	\$73,598

**GARRISON DIVERSION CONSERVANCY DISTRICT**  
**WATER ASSISTANCE GRANT PROGRAM**  
**OUTSTANDING PROJECTS**  
**June 1, 2021 to November 30, 2025**

COUNTY	SPONSOR	PROJECT	DATE	GRANT	OUTSTANDING	PROJECTS	EXPENDITURES	EXPENDITURES	AMOUNTS	BALANCE
				APPROVAL	PROJECTS	APPROVED	1-1-21 to	1-1-25 to	RETURNED	REMAINING
				2025	12-31-2024	11-30-25	TO PROGRAM		11-30-25	
Barnes	BRWD	Capman, Lance	05-19-25		\$ 5,950.00			\$ 5,950.00	\$ -	
Barnes	BRWD	Lahlum, Steve	05-19-25		\$ 6,700.00		\$ 6,520.71	\$ 179.29	\$ -	
Barnes	BRWD	Lindgren, Garth	05-19-25		\$ 7,375.00		\$ 6,674.64	\$ 700.36	\$ -	
Barnes	BRWD	Miller, Randy	05-19-25		\$ 7,750.00		\$ 7,750.00		\$ -	
Barnes	BRWD	Olson, Shawn	05-19-25		\$ 6,000.00		\$ 6,000.00		\$ -	
Barnes	BRWD	Rodin, Lucas	05-19-25		\$ 4,688.00		\$ 4,688.00		\$ -	
Barnes	BRWD	Smith, Austin	05-19-25		\$ 7,525.00		\$ 7,399.09	\$ 125.91	\$ (0.00)	
Benson	ASWUD	Wheeler, Todd	05-19-25		\$ 6,407.00				\$ 6,407.00	
Benson	CPWD	Evje, Brent	05-19-25		\$ 3,725.00		\$ 2,453.84	\$ 1,271.16	\$ -	
Benson	CPWD	Kallenback, Brad	05-19-25		\$ 3,550.00				\$ 3,550.00	
Benson	CPWD	O'Connell, Sarah	08-18-25		\$ 4,213.00				\$ 4,213.00	
Bottineau	ASWUD	Hagen, Olen	09-16-24	\$ 10,000.00			\$ 10,000.00		\$ -	
Bottineau	ASWUD	Mullins, James	09-16-24	\$ 10,000.00					\$ 10,000.00	
Bottineau	ASWUD	Hosna, Steve	05-19-25		\$ 10,000.00				\$ 10,000.00	
Bottineau	ASWUD	Larson, Todd/Wright, Tessa	05-19-25		\$ 10,000.00				\$ 10,000.00	
Bottineau	ASWUD	Lider, Donavan	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Bottineau	ASWUD	Marsh, Matthew	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Burleigh	SCRWD	Clausen, Dave	05-19-25		\$ 10,000.00				\$ 10,000.00	
Burleigh	SCRWD	Silliman, Ethan	08-18-25		\$ 10,000.00				\$ 10,000.00	
Burleigh	SCRWD	Hellman, Jesse	08-18-25		\$ 6,281.00				\$ 6,281.00	
Cass	CRWD	Pfeifer, Alex	05-10-23	\$ 10,000.00				\$ 10,000.00	\$ -	
Cass	CRWD	Claus, Dylan	08-24-23	\$ 9,025.00				\$ 9,025.00	\$ -	
Cass	CRWD	Korthof, Jack	08-24-23	\$ 8,413.00				\$ 8,413.00	\$ -	
Cass	CRWD	Flom, Renee	05-19-25		\$ 2,761.00				\$ 2,761.00	
Cass	CRWD	Luther, Danny	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Cass	CRWD	Luther, Devin	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Cass	CRWD	Luther, Vicki	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Eddy	GRWD	Snyder, Dale	05-10-23	\$ 7,150.00				\$ 7,150.00	\$ -	
Eddy	GRWD	Topp, Ryan	05-10-23	\$ 10,000.00				\$ 10,000.00	\$ -	
Eddy	CPWD	Harrington, Julie	05-14-24	\$ 10,000.00			\$ 10,000.00		\$ -	
Eddy	CPWD	Sheyenne Saddle Club	05-19-25		\$ 6,413.00		\$ 5,944.91	\$ 468.09	\$ -	
Grand Forks	ECRWD	Sobolik, Ben	08-19-24	\$ 9,500.00					\$ 9,500.00	
Grand Forks	ECRWD	Sletten, James	05-19-25		\$ 9,011.00				\$ 9,011.00	
Grand Forks	ECRWD	Brown, Nick	08-18-25		\$ 10,000.00				\$ 10,000.00	
LaMoure	SWUD	Huber, Bryan	05-19-25		\$ 10,000.00				\$ 10,000.00	
LaMoure	SWUD	Huber, Jim	05-19-25		\$ 10,000.00				\$ 10,000.00	
LaMoure	SWUD	Lindgren, Harvey	05-19-25		\$ 10,000.00				\$ 10,000.00	
LaMoure	SWUD	Knudsen, Brion & Vicki	05-19-25		\$ 1,000.00		\$ 779.02	\$ 220.98	\$ -	
LaMoure	SWUD	Piehl, Devin	05-19-25		\$ 6,250.00		\$ 6,139.67	\$ 110.33	\$ -	
LaMoure	SWUD	Schlenker, Mark	05-19-25		\$ 4,500.00		\$ 4,357.01	\$ 142.99	\$ (0.00)	
McKenzie	MCWRD	Brotherton, Kris	05-14-24	\$ 2,484.00					\$ 2,484.00	
McKenzie	MCWRD	Dahl, Justin	05-19-25		\$ 2,257.00		\$ 2,257.00		\$ -	
McKenzie	MCWRD	Peters, Jeffrey	05-19-25		\$ 1,239.00		\$ 1,239.00		\$ -	
McKenzie	MCWRD	Roff, Chris	05-19-25		\$ 2,200.00		\$ 2,200.00		\$ -	
McLean	MSRW	Ross, Jacalyn	05-19-25		\$ 1,911.00		\$ 1,911.00		\$ -	
Ramsey	GRWD	Newgard, Brent	05-10-23	\$ 10,000.00				\$ 10,000.00	\$ -	
Ransom	SWUD	Braaten, Marshall	09-16-24	\$ 1,875.00					\$ 1,875.00	
Ransom	SWUD	Johnsons, Alice	09-16-24	\$ 3,662.00					\$ 3,662.00	
Ransom	SWUD	Kennedy, Tim	09-16-24	\$ 1,875.00					\$ 1,875.00	
Ransom	SWUD	McLeod Museam	09-16-24	\$ 5,350.00					\$ 5,350.00	
Ransom	SWUD	Morris, Scott	09-16-24	\$ 3,300.00					\$ 3,300.00	
Ransom	SWUD	Olerud, Jerome	09-16-24	\$ 2,903.00					\$ 2,903.00	
Ransom	SWUD	Ptacek, Paul	09-16-24	\$ 4,420.00					\$ 4,420.00	
Ransom	SWUD	Sanvig, Dean	09-16-24	\$ 2,912.00					\$ 2,912.00	
Ransom	SWUS	Lyons, Lydia	05-19-25		\$ 2,225.00		\$ 2,225.00		\$ -	
Ransom	BRWD	Orlaub, Gerald	08-18-25		\$ 5,900.00		\$ 5,120.63	\$ 779.37	\$ -	
Richland	SWUD	Bladow, Wes	05-19-25		\$ 10,000.00				\$ 10,000.00	
Richland	SWUD	Ostrem, Sarah	08-18-25		\$ 10,000.00				\$ 10,000.00	
Sargent	SWUD	Lyon, Aaron & Abigail	09-16-24	\$ 4,700.00			\$ 4,700.00		\$ -	
Steele	ECRWD	Klubo, Jerod	08-19-24	\$ 10,000.00					\$ 10,000.00	
Steele	DRWD	Brendemuhl, Paul - Farm 1	05-19-25		\$ 2,813.00				\$ 2,813.00	
Steele	DRWD	Brendemuhl, Paul - Farm 2	05-19-25		\$ 6,745.00				\$ 6,745.00	
Stutsman	SRWD	Browning, Zac	10-19-23	\$ 8,250.00				\$ 8,250.00	\$ -	
Stutsman	SRWD	Busch, Benjamin	05-14-24	\$ 10,000.00			\$ 10,000.00		\$ -	
Stutsman	SRWD	Skjoret, Ryan	08-19-24	\$ 7,350.00			\$ 7,350.00		\$ -	
Stutsman	SRWD	Braun, Brad	05-19-25		\$ 750.00		\$ 750.00		\$ -	
Stutsman	SRWD	Denardo, Joe	05-19-25		\$ 2,050.00		\$ 2,050.00		\$ -	
Stutsman	SRWD	Goter, Kristina	05-19-25		\$ 1,350.00		\$ 1,350.00		\$ -	
Stutsman	SRWD	Greshik, Mary - Jamestown	05-19-25		\$ 600.00		\$ 592.84	\$ 7.16	\$ (0.00)	
Stutsman	SRWD	Greshik, Mary - Spiritwood	05-19-25		\$ 5,500.00		\$ 5,500.00		\$ -	
Stutsman	SRWD	Haakenson, Lyndsey & Nicholas	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Stutsman	SRWD	Hofmann, Adam & Tara	05-19-25		\$ 4,000.00				\$ 4,000.00	
Stutsman	SRWD	Orr, Troy	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -	
Stutsman	SRWD	Stutsman County Parks & Rec	05-19-25		\$ 10,000.00				\$ 10,000.00	
Stutsman	SRWD	Ackerman, Rich	08-18-25		\$ 3,550.00				\$ 3,550.00	
Stutsman	SRWD	Sova, Jerome/Petricia et al	08-18-25		\$ 15,750.00				\$ 15,750.00	
Trail	ECRWD	Johnson, Logan	05-19-25		\$ 10,000.00				\$ 10,000.00	
Ward	NPRWD	Hendrickson, Joann & Duwayne	08-15-22	\$ 2,197.00			\$ 1,500.00	\$ 697.00	\$ -	
Ward	NPRWD	Bradley Vrem	05-19-25		\$ 4,750.00		\$ 4,750.00		\$ -	
Wells	CPWD	Bierdeman, Mark & Lindsey	05-19-25		\$ 3,315.00		\$ 3,315.00		\$ -	
Wells	CPWD	Brynjulson, Jacob & Nicole	05-19-25		\$ 3,750.00		\$ 3,596.23	\$ 153.77	\$ -	
Wells	GRWD	Lura, Treston	05-19-25		\$ 7,016.00				\$ 7,016.00	
		<b>TOTALS</b>		\$ 165,366.00	\$ 367,770.00	\$ -	\$ 209,113.59	\$ 73,644.41	\$ 250,378.00	

## GARRISON DIVERSION CONSERVANCY DISTRICT

## MR&amp;I Project Construction Report

November 30, 2025

Project	Current Funding					Federal MR&I Funding Remaining	
	Prior		2025		Total Expenditures		
	Federal MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures				
ENDAWS	\$ 6,870,000.00	\$ 1,137,139.07	\$ 389,178.49	\$ 1,526,317.56		5,343,682.44	
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 57,412,338.49	\$ 2,527,480.88	\$ 59,939,819.37		6,634,676.48	
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47		\$ 3,210,130.47		1,449,869.53	
Totals	\$ 78,104,495.85	\$ 61,759,608.03	\$ 2,916,659.37	\$ 64,676,267.40		\$ 13,428,228.45	

**GARRISON DIVERSION CONSERVANCY DISTRICT**  
**MR&I BIL Agreement Project Construction Report**  
**November 30, 2025**

**Current Funding**

Project	Federal MR&I Funding	Prior MR&I Fund Expenditures		2025 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	\$ -	\$ 28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ 4,009,614.61	\$ 2,928,533.28	\$ 6,938,147.89	\$ 461,852.11	
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 1,322,343.30	\$ 2,695,762.98	\$ 4,018,106.28	\$ 481,893.72	
<b>Totals</b>	<b>\$ 40,545,000.00</b>	<b>\$ 5,331,957.91</b>	<b>\$ 5,624,296.26</b>	<b>\$ 10,956,254.17</b>	<b>\$ 29,588,745.83</b>	

**RRVWSP Work Plan Update**  
**December 9, 2025**

**CONSTRUCTION**

**Pipeline Construction**

**Contract 5B**

Pipe installation was completed in 2024, and field restoration was completed this year on the nine-mile contract.

The teams are currently working through negotiations on final contract price.

To date, \$41,711,798.87 has been paid on the original contract amount of \$45,961,700.00. Change Orders No. 1, 2, 3, 4, 5 and 6 have been approved, leaving the current contract price at \$48,537,368.87.

**Contract 5C**

The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

As their install targets were not being met, a second pipe crew started on July 10, and as of September 15, four crews are on site. Thus far, 36,922 feet has been installed. Tunneling subcontractor, Minger Contracting, has finished the James River and the Pembina high pressure gas line.

To date, \$49,857,174.08 has been paid on the original contract amount of \$76,663,355.00.



Stripping Topsoil



Trench Box w/ Dewatering Pipes

**Contract 5D**

The contract price is \$61,677,275.00 for 10 miles of pipe awarded to Carstensen Contracting. Thus far, the contractor has installed all 10 miles.

To date, \$51,446,741.28 has been paid on the original contract amount of \$61,677,275.00. Change Order No. 1 has been approved, leaving the current contract price at \$59,375,495.00.



Stored Pipe on Site



Placing Dewatering Pipe

#### Contract 6A

The contract price is \$52,528,500.00 for 7.1 miles of pipe awarded to Carstensen Contracting. Thus far, the contractor has installed 13,980 feet of pipe.

To date, \$20,876,384.06 has been paid on the original contract amount of \$52,528,500.00.

#### DESIGN

The design team is also working with Reclamation on the location for the BWTP and pump stations.

Final design efforts have started on ENDAWS Contracts 1 and 2. Additional geotechnical data is underway.

RRVWSP Awarded Contracts				
No.	Contract Name	Contractor	Bid Price	Final Contract Price
1	Missouri River Intake Wet Well & Site Development	ICS	\$4,989,405.88	\$4,721,446.47
1	Sheyenne River Outlet Discharge Structure & Site Development	Industrial Builders	\$1,516,955.00	\$1,521,884.00
2	Missouri River Intake, Screen Structure & Tunnel	Michels	\$18,896,900.00	\$19,444,156.60
5A	Transmission Pipeline East (TPE)	Garney	\$8,366,201.00	\$8,393,396.44
5B	TPE Carrington to Bordulac	Garney	\$45,961,700.00	
5D	TPE Sykeston to Carrington	Carstensen	\$61,677,275.00	
5C	TPE Bordulac to James River	Oscar Renda	\$76,663,355.00	
6A	TPE James River to McKinnon Township	Carstensen	\$52,528,500.00	

## CHANGE ORDER

Change Order No. 7 - Final

DATE OF ISSUANCE	<u>December 19, 2025</u>	EFFECTIVE DATE	<u>December 19, 2025</u>
Owner: <u>Garrison Diversion Conservancy District</u>			
Contractor: <u>Garney Companies</u>			
Project: <u>Red River Valley Water Supply Project, Transmission Pipeline East</u>			
Owner's Contract No.: <u>5B</u>			
Owner's Task Order No.: <u>5532</u>			

The Contract is modified as follows upon execution of this Change Order:

**Change Order Requests (CORs) Description:**

	Amount	Days		Amount	Days
1. 2024 Crop Damage Reimbursement	<u>(\$66,837.02)</u>	--	12. COR38 Road Maintenance May 2025	<u>\$47,230.76</u>	--
2. <u>2025 Crop Damage Reimbursement</u>	<u>(\$36,343.51)</u>	--	13. <u>COR43 Road Maintenance Jun-Sept 2025</u>	<u>\$36,288.50</u>	--
<u>Subtotal</u>	<u>(\$103,180.53)</u>	--	<u>Subtotal</u>	<u>\$83,519.26</u>	--
3. COR13: Deflected Pipe Credit (>2%)	<u>(\$11,000.00)</u>	--	14. COR39 Cathodic Protection System RMU	<u>\$14,137.88</u>	--
4. COR16: ROW Drainage July 2024	<u>\$13,572.63</u>	2	15. COR40 Access Drive Modifications	<u>(\$54,685.99)</u>	--
5. COR 26 ROW Drainage Aug 2024	<u>\$10,834.50</u>	--	16. COR42 Topsoil Maintenance June 2025	<u>\$2,289.60</u>	--
6. COR29: ROW Drainage Sept 2024	<u>\$10,566.31</u>	--	17. <u>COR45 Topsoil Maintenance Aug 2025</u>	<u>\$572.40</u>	--
7. COR32: ROW Drainage Oct 2024	<u>\$10,834.50</u>	--	<u>Subtotal</u>	<u>\$2,862.00</u>	--
8. <u>COR35: ROW Drainage Nov 2024</u>	<u>\$9,371.88</u>	--	18. 2023-24 Winter Season Ext (10/31/23 to 4/30/24)	--	182
<u>Subtotal</u>	<u>\$55,179.82</u>	2	19. Additional Inspection & Const Admin	<u>(\$768,000.00)</u>	--
9. COR37: Offs Dwtr Disch F-May '25	<u>\$114,757.82</u>	6	20. Reconciliation Bid Items 14, 19, 20, 22, 32 to Actual Quantities	<u>(\$277,170.00)</u>	--
10. COR41: Offs Dwtr Disch Jun '25	<u>\$51,089.63</u>	4			
11. <u>COR44: Offs Dwtr Disch Jul-O '25</u>	<u>\$153,633.66</u>	13			
<u>Subtotal</u>	<u>\$319,481.11</u>	23			
			<b>GRAND TOTAL CHANGE ORDER NO. 7</b>	<b><u>(\$738,856.45)</u></b>	<b>207</b>

**Attachments:** Crop damage notifications; Garney COR Nos. 13, 16, 26, 29, 32, 35, 37 to 45.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$45,961,700.00

Increase from previously approved Change Order Nos. 1 to 6:

\$2,575,668.87

Contract Price prior to this Change Order:

\$48,537,368.87

Decrease of this Change Order:

(\$738,856.45)

Contract Price incorporating this Change Order:

\$47,798,512.42

(4.0% Increase Over Original Contract Price)

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Substantial Completion: September 30, 2023  
Ready for final payment: November 29, 2023  
(days or dates)

Increase from previously approved Change Order Nos. 1 to 6:

Substantial Completion: 122  
Ready for final payment: 122  
(days)

Contract Times prior to this Change Order:

Substantial Completion: January 30, 2024  
Ready for final payment: March 30, 2024  
(days or dates)

Increase of this Change Order:

Substantial Completion: 207  
Ready for final payment: 207  
(days)

Contract Times with all approved Change Orders:

Substantial Completion: August 24, 2024  
Ready for final payment: October 23, 2024  
(days or dates)

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)  
Printed: Duane DeKrey  
Title: General Manager  
Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)  
Printed: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

## Crop Damage Payments by GD**C**D

2024 and 2025 Construction Seasons

Credit



Thursday, May 8, 2025

Garney Construction  
 345 Inverness Dr S, Bldg B, Ste 205  
 Englewood, CO 80112

RRWWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Garney's March 19, 2025, Letter re Garrison Diversion's 2024 Crop Damage Payments

Garrison Diversion in consideration of Garney Construction's letter of March 19, 2025, agrees to remove 18 acres of crop damages on the Rosenau property shown in Item No. 3 below. Garrison Diversion does not agree with the other assertions Garney made in its letter and maintains Garney is responsible for crop damages due to blocked drains (Item Nos. 6, 8, and 9) as put forth in the March 5, 2025, letter.

Item No.	Landowner	Crop Damage Description	Location Township/ Range Section	Crop	Acres	Average Yield (bu/ac or ton/ac)	Crop Price (\$/bu or \$/ton)	Crop Damage Reimb Claim
1	Gene Doeling	Second season of easement disturbance	146/65 32 NE ¼	Soybeans	9.42	29.00	\$11.12	\$3,037.76
2	Dan Rosenau	Second season of easement disturbance	146/66 27 SE ¼	Corn Silage	2.86	21.61	\$25.23	\$1,559.33
3	<i>Troy &amp; Thad Rosenau</i>	<i>Blocked drain (see attached info)</i>	<i>146/65 29 SE ¼</i>	<i>Soybeans</i>	<i>18.00</i>	<i>36.00</i>	<i>\$9.45</i>	<i>\$6,123.60</i>
4	Troy & Thad Rosenau	Second season of easement disturbance	146/65 32 NW ¼	Corn	11.46	154.91	\$4.03	\$7,154.33
5	Cornelia VanBedaf	Second season of easement disturbance	146/66 26 S ½	Corn Silage	18.16	8.63	\$36.00	\$5,641.95
6	Doug Zink	<i>Second season of easement disturbance; 3 acres due to blocked drain</i>	146/66 25 SW ¼	Corn	12.10	245.10	\$4.95	\$14,680.26
7	Doug Zink	Second season of easement disturbance	146/66 25 SE ¼	Corn	9.17	245.10	\$4.95	\$11,125.46
8	Doug Zink	<i>Second season of easement disturbance; 4 acres due to blocked drain</i>	146/65 30 SW ¼	Soybeans	12.52	63.80	\$10.69	\$8,538.92
9	Doug Zink	<i>Second season of easement disturbance; 4 acres due to blocked drain</i>	146/65 30 SE ¼	Soybeans	13.16	63.80	\$10.69	\$8,975.41
--	--	Totals	--	--	106.85	--	--	\$66,837.02

Garrison Diversion intends to credit Contract 5B through upcoming Change Order No. 7. If you have further questions about these crop damage claims, please contact Garrison Diversion.

Sincerely,  
 BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

lo/KAR; enclosures

cc: Kip Kovar, GDCD; Scott Mehring, GDCD; Mark Funston, BV; Vance Miller, BV; File



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

Wednesday, December 3, 2025

Garney Construction  
 345 Inverness Dr S, Bldg B, Ste 205  
 Englewood, CO 80112

RRWWS TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Garrison Diversion's 2025 Crop Damage Payments Estimate Notification

Garrison Diversion expects to make payments to landowners for crop damages either caused by Garney Construction's operations or for which Garney is responsible to pay under the Contract.

Item No.	Landowner	Crop Damage Description	Parcel No.	Crop	Acres	Average Yield (bu/ac or ton/ac)	Crop Price (\$/bu or \$/ton)	Crop Damage Reimb Estimate
1	Justin Cook	Second season of easement disturbance	146066028	Corn	5.00	139.00	\$4.95	\$3,440.25
2	Doug Zink	Second season of easement disturbance	146066027	Corn	14.93	245.00	\$4.95	\$18,106.36
3	Van Bedaf	Second season of easement disturbance	146066026	Silage	18.16	8.63	\$36.00	\$5,641.95
4	Dan Rosenau	Second season of easement disturbance	146066027	Beans	2.63	39.35	\$13.63	\$1,410.58
5	Doug Zink	Second season of easement disturbance	146066025	Beans	6.79	66.10	\$13.63	\$6,117.40
6	Doug Zink	Equipment drove off the easement	146066030	Corn	1.32	249.00	\$4.95	\$1,626.97
--	--	Totals	--	--	48.83	--	--	\$36,343.51

Garrison Diversion intends to credit the Contract 5B project for these payments through upcoming Change Order No. 7. Please contact us if you would like to discuss or if you have further questions about these crop damage estimates administered and paid by Garrison Diversion.

Sincerely,  
 BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

lo/KAR; enclosures

cc: Kip Kovar, GDCD; Scott Mehring, GDCD; Mark Funston, BV; Vance Miller, BV; File

Change Order Request No. 13

Deflected Pipe (2% to 3%)

Credit



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

December 3, 2025

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 13 – Deflected Pipe Credit

Information Referenced:

- Garney Change Order Request (COR) No. 13 dated June 19, 2024

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the credit of (\$11,000.00) offered by Garney Construction be accepted.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD  
 Mark Funston, BV  
 Vance Miller, BV



**Title:** 2% to 3% Deflected Pipe Credit

**Project Name:** Red River Valley Water Supply Project, Contract 5B

**Project Address:** 318 U.S. 281

Carrington, ND 58421

**COR Date:** 06/19/2024

**Garney Construction Job Number:** 7385

**Customer Job Number:**

**Customer Reference Number:** TO 5532

#### Our Information

##### Garney Construction

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
**Phone:** (816)-746-4100

#### Customer Information

##### Garrison Diversion Conservancy

401 US-281  
Carrington, ND 58421  
**Phone:** (701)-652-3194

#### Description of Change Order Request

Credit for pipe that does not meet specified 2% deflection, but is within AWWA 3% tolerance.

#### Other

Description	Qty of Other	Unit of Measure	Rate	Total Cost
Deflected Pipe Mk. #493 (original Mk #261) Spigot - STA 6930+22 - 2.1%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #494 (original Mk #262) Bell - STA 6930+22 - 2.4%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #308 Spigot - STA 6906+82 - 2.2%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #309 Spigot - STA 6906+32 - 2.8%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #305 Bell (original Mk #314) - STA 6904+38 - 2.8%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #475 Spigot - STA 6825+21- 2.4%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #549 (original Mk #476) Bell - STA 6825+21 - 2.1%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #505 Spigot - STA 6810+27 - 2.4%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #228 (original Mk #506) Bell - STA 6810+27 - 2.8%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #270 (original Mk #544) Spigot - STA 6791+82 - 2.6%	1	EA	\$-1,000.00	\$-1,000.00
Deflected Pipe Mk. #545 Bell - STA 6791+82 - 2.1%	1	EA	\$-1,000.00	\$-1,000.00
<b>Total Other:</b>				<b>\$-11,000.00</b>

<b>Subtotal</b>	<b>\$-11,000.00</b>	
Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$0.00
Contractor Fee on Labor (Labor)	15.000%	\$0.00
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	0.000%	\$0.00
<b>Requested Total</b>	<b>\$-11,000.00</b>	

**Terms & Conditions**

Change Order Request Nos. 16, 26, 29, 32, 35

ROW Drainage

July 2024

August 2024

September 2024

October 2025

November 2025



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

November 15, 2024

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 16 – Zink ROW Flooding July 2024

Information Referenced:

- Garney Change Order Request (COR) No. 16 dated August 20, 2024

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$13,572.63 for pumping drainage water across the easement near the Canadian Pacific Railway crossing be included in a forthcoming change order. There is 2-day time extension request for this additional work, which we find acceptable.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Construction

1700 Swift Street, Suite 200  
 North Kansas City, MO 64116  
**Phone:** (816)-746-4100

### Description of Change Order Request

Costs for the operation and maintenance of 4" pumps for Zink ROW Flooding for the month of July. Construction of an additional access drive for Mr. Zink to access field.

Garney Construction is requesting 2 additional contract days for work preformed in COR 016.

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00014 - Operator / Construction of Access Drive	3	ST	\$53.63	\$160.89
Tag EX00014 - Superintendent / Administrative Time	1	ST	\$108.53	\$108.53
Tag EX00014 - Operator / Fueling and Maintenance of 4" Pumps	15.5	ST	\$53.63	\$831.27
Tag EX00014 - Project Manager / Administrative Time	3	ST	\$127.89	\$383.67
<b>Hours Subtotals:</b> ST: 22.5			<b>Total Labor:</b>	<b>\$1,484.36</b>

## Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Tag EX00014 - 1-1/2" Aggregate	23.1	Tons	\$36.00	\$831.60
Tag EX00014 - Class 5 Aggregate	46.2	Tons	\$13.75	\$635.25
<b>Total Material:</b>				<b>\$1,466.85</b>

## Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00014 - JD 744 EQUIPMENT COST - HOUR	3	HOUR	\$105.00	\$315.00
Tag EX00014 - JD 744 OPERATING COST - HOUR	3	HOUR	\$60.80	\$182.40
Tag EX00014 - CREW TRUCK EQUIPMENT COST - HOUR	15.5	HOUR	\$8.00	\$124.00
Tag EX00014 - CREW TRUCK OPERATING COST - HOUR	15.5	HOUR	\$23.90	\$370.45
Tag EX00014 - PUMP (4") EQUIPMENT COST - MONTH	1	MONTH	\$1,455.00	\$1,455.00
Tag EX00014 - PUMP (4") OPERATING COST - HOUR	744	HOUR	\$10.12	\$7,529.28
<b>Total Equipment:</b>				<b>\$9,976.13</b>
<b>Subtotal</b>				<b>\$12,927.34</b>
Tax on Material (Materials)		5.000%	\$73.34	
Subcontractor Markup (Subcontractor)		5.000%	\$0.00	
Contractor Fee on Labor (Labor)		15.000%	\$222.65	
Contractor Fee on Material (Materials)		15.000%	\$220.03	
Contractor Fee on Equipment (Equipment)		0.000%	\$0.00	
Direct Cost of Bond Premium (Subtotal)		1.000%	\$129.27	
<b>Requested Total</b>				<b>\$13,572.63</b>

## Terms &amp; Conditions



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

November 15, 2024

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 26 – Zink ROW Flooding August 2024

Information Referenced:

- Garney Change Order Request (COR) No. 26 dated September 25, 2024

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$10,834.50 for pumping drainage water across the easement near the Canadian Pacific Railway crossing be included in a forthcoming change order. There is no time extension request for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Construction

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

### Description of Change Order Request

Costs for the operation and maintenance of 4" pumps for Zink R.O.W. Flooding for the month of August.

### Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00021 - Operator / Fueling and Maintenance of 4" Pumps	15.5	ST	\$53.63	\$831.27
Tag EX00021 - Project Manager / Administrative Time	2	ST	\$127.89	\$255.78
<b>Hours Subtotals: ST: 17.5</b>				<b>Total Labor: \$1,087.05</b>

### Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00021 - CREW TRUCK EQUIPMENT COST - HOUR	15.5	HOUR	\$8.00	\$124.00
Tag EX00021 - CREW TRUCK OPERATING COST - HOUR	15.5	HOUR	\$23.90	\$370.45
Tag EX00021 - PUMP (4") EQUIPMENT COST - MONTH	1	MONTH	\$1,455.00	\$1,455.00
Tag EX00021 - PUMP (4") OPERATING COST - HOUR	744	HOUR	\$10.12	\$7,529.28
<b>Total Equipment: \$9,478.73</b>				

<b>Subtotal</b>		<b>\$10,565.78</b>
Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$0.00
Contractor Fee on Labor (Labor)	15.000%	\$163.06
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$105.66
<b>Requested Total</b>		<b>\$10,834.50</b>

### Terms & Conditions



**BLACK & VEATCH CORPORATION**  
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 KANSAS CITY, MO 64114 USA  
 913-458-3571 | RONNEKAMPKA@BV.COM

November 15, 2024

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 29 – Zink ROW Flooding September 2024

Information Referenced:

- Garney Change Order Request (COR) No. 29 dated October 24, 2024

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$10,566.31 for pumping drainage water across the easement near the Canadian Pacific Railway crossing included in a forthcoming change order. There is no time extension request for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Construction

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
**Phone:** (816)-746-4100

### Description of Change Order Request

Costs for the operation and maintenance of 4" pumps for Zink R.O.W. Flooding for the month of September.

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Manager	1	ST	\$127.89	\$127.89
Tag EX00025 - Operator / Fueling and Maintenance of 4" Pumps	15	ST	\$53.63	\$804.45
Tag EX00025 - Project Engineer / Administrative Time	2	ST	\$74.44	\$148.88
<b>Hours Subtotals:</b> ST: 18			<b>Total Labor:</b>	<b>\$1,081.22</b>

## Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00025 - CREW TRUCK EQUIPMENT COST - HOUR	15	HOUR	\$8.00	\$120.00
Tag EX00025 - CREW TRUCK OPERATING COST - HOUR	15	HOUR	\$23.90	\$358.50
Tag EX00025 - PUMP (4") EQUIPMENT COST - MONTH	1	MONTH	\$1,455.00	\$1,455.00
Tag EX00025 - PUMP (4") OPERATING COST - HOUR	720	HOUR	\$10.12	\$7,286.40
<b>Total Equipment:</b>				<b>\$9,219.90</b>

<b>Subtotal</b>		<b>\$10,301.12</b>
Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$0.00
Contractor Fee on Labor (Labor)	15.000%	\$162.18
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$103.01
<b>Requested Total</b>		<b>\$10,566.31</b>

**Terms & Conditions**



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

November 15, 2024

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 32 – Zink ROW Flooding October 2024

Information Referenced:

- Garney Change Order Request (COR) No. 32 dated November 9, 2024

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$10,834.50 for pumping drainage water across the easement near the Canadian Pacific Railway crossing be included in a forthcoming change order. There is no time extension request for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Construction

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

### Description of Change Order Request

Costs for the operation and maintenance of 4" pumps for Zink ROW Flooding for the month of October.

### Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00036 - Operator	15.5	ST	\$53.63	\$831.27
Tag EX00036 - Project Manager	2	ST	\$127.89	\$255.78
<b>Hours Subtotals: ST: 17.5</b>			<b>Total Labor:</b>	<b>\$1,087.05</b>

### Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00036 - CREW TRUCK EQUIPMENT COST - HOUR	15.5	HOUR	\$8.00	\$124.00
Tag EX00036 - CREW TRUCK OPERATING COST - HOUR	15.5	HOUR	\$23.90	\$370.45
Tag EX00036 - PUMP (4") EQUIPMENT COST - MONTH	1	MONTH	\$1,455.00	\$1,455.00
Tag EX00036 - PUMP (4") OPERATING COST - HOUR	744	HOUR	\$10.12	\$7,529.28
<b>Total Equipment:</b>				<b>\$9,478.73</b>

Subtotal			\$10,565.78
Tax on Material (Materials)	5.000%	\$0.00	
Subcontractor Markup (Subcontractor)	5.000%	\$0.00	
Contractor Fee on Labor (Labor)	15.000%	\$163.06	
Contractor Fee on Material (Materials)	15.000%	\$0.00	
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00	
Direct Cost of Bond Premium (Subtotal)	1.000%	\$105.66	
<b>Requested Total</b>			<b>\$10,834.50</b>

### Terms & Conditions



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

January 16, 2025

Garney Construction  
 345 Inverness Drive S, Bldg B, Ste 205  
 Englewood, CO 80112

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 35 – Zink ROW Flooding November 2024

Information Referenced:

- Garney COR No. 35 dated December 13, 2024

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$9,371.88 be included in a forthcoming change order. The additional cost is for pumping drainage water across the easement near the Canadian Pacific Railway crossing, which was a condition not present when bids were taken. There is no time extension for this work.

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

Sincerely,  
 BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDOD  
 Scott Mehring, GDOD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Construction

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

### Description of Change Order Request

Costs for the operation and maintenance of 4" pumps for Zink R.O.W. Flooding for the month of November. Pumps ceased operation on 11/26/24

### Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00045 - Operator	13	ST	\$53.63	\$697.19
Tag EX00045 - Project Manager	2	ST	\$127.89	\$255.78
<b>Hours Subtotals: ST: 15</b>				<b>Total Labor:</b> \$952.97

### Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00045 - CREW TRUCK EQUIPMENT COST - HOUR	13	HOUR	\$8.00	\$104.00
Tag EX00045 - CREW TRUCK OPERATING COST - HOUR	13	HOUR	\$23.90	\$310.70
Tag EX00045 - PUMP (4") OPERATING COST - HOUR	624	HOUR	\$10.12	\$6,314.88
Tag EX00045 - PUMP (4") EQUIPMENT COST - MONTH	1	MONTH	\$1,455.00	\$1,455.00
<b>Total Equipment:</b>				<b>\$8,184.58</b>

<b>Subtotal</b>			<b>\$9,137.55</b>
Tax on Material (Materials)	5.000%	\$0.00	
Subcontractor Markup (Subcontractor)	5.000%	\$0.00	
Contractor Fee on Labor (Labor)	15.000%	\$142.95	
Contractor Fee on Material (Materials)	15.000%	\$0.00	
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00	
Direct Cost of Bond Premium (Subtotal)	1.000%	\$91.38	
<b>Requested Total</b>			<b>\$9,371.88</b>

### Terms & Conditions

Change Order Request Nos. 37, 41, 44

Offsite Dewatering Discharge

May 2025

June 2025

July - October 2025



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

December 3, 2025

Garney Construction  
 345 Inverness Drive S, Bldg B, Ste 205  
 Englewood, CO 80112

RRVWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 37 – Offsite Dewatering Discharge, February-May 2025

Information Referenced:

- Garney COR No. 37 R1 dated August 11, 2025

The referenced change order requests an addition of \$114,757.82 to the Contract Amount and a 6-day extension to the Contract Time.

This COR is for off-easement disposal of trench groundwater by Garney Construction. As concluded under previous change order requests for similar work, BV determined that transporting water off the easement to the degree required under Contract 5B could not have been anticipated by contractors at bid time. Therefore, BV reviewed the costs and finds Garney provided sufficient documentation and backup to justify the added cost of \$114,757.82.

BV recommends to Garrison Diversion that a \$114,757.82 increase to the Contract Amount and a 6-day extension to the Contract Time be accepted and included in a forthcoming change order.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD; Scott Mehring, GDCD; Mark Funston, BV; Vance Miller, BV; File



#### Our Information

##### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

##### Description of Change Order Request

Labor, equipment, material and subcontractor costs for conveying dewatering discharge off-site for February 2025 through May 2025.

Garney requests 6 additional calendar days of contract time for this change order work.

##### COR #037 Includes:

- Garney labor & equipment hours for conveying water off-site, verified by Black & Veatch representative with a signed T&M tags (tickets) for May 2025:
  - T&M Tag EX00047:**
    - Water from ARV manhole 6799+91 (72nd) was conveyed off-site utilizing a water truck on Weds 5/28.
    - Water from ARV manhole 6825+50 (72nd/73rd) was conveyed off-site utilizing a water truck on Fri 5/30.
- Costs for off-site dewatering discharge materials.
- Subcontractor costs for Northern Dewatering for off-site dewatering discharge materials,

#### Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00047 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00047 - Operator	5.00	ST	\$53.63	\$268.15
<b>Hours Subtotals:</b> ST: 15.00			<b>Total Labor:</b>	<b>\$804.45</b>

#### Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
AIS Industrial & Construction Supply - Discharge Hoses	0.50	LS	\$2,682.72	\$1,341.36
<b>Total Material:</b>				<b>\$1,341.36</b>

**Equipment**

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00047 - WATER TRUCK OPERATING COST - HOUR	10.00	HOUR	\$32.52	\$325.20
Tag EX00047 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00047 - WATER TRUCK EQUIPMENT COST - HOUR	5.00	HOUR	\$17.00	\$85.00
Tag EX00047 - WATER TRUCK OPERATING COST - HOUR	5.00	HOUR	\$32.52	\$162.60
<b>Total Equipment:</b>				<b>\$682.80</b>

**Subcontractor**

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Northern Dewatering	Off-Site Discharge Pipe - February 2025 - Invoice #44413	1.00	LS	\$24,546.66	\$24,546.66
Northern Dewatering	Off-Site Discharge Pipe - March 2025 - Invoice #44521	1.00	LS	\$27,176.66	\$27,176.66
Northern Dewatering	Off-Site Discharge Pipe - April 2025 - Invoice #44521	1.00	LS	\$26,300.00	\$26,300.00
Northern Dewatering	Off-Site Discharge Pipe - May 2025 - Invoice #44884	1.00	LS	\$27,176.66	\$27,176.66
<b>Total Subcontractor:</b>				<b>\$105,199.98</b>	

<b>Subtotal</b>			<b>\$108,028.59</b>
Tax on Material (Materials)	5.000%	\$67.07	
Subcontractor Markup (Subcontractor)	5.000%	\$5,260.00	
Contractor Fee on Labor (Labor)	15.000%	\$120.67	
Contractor Fee on Material (Materials)	15.000%	\$201.20	
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00	
Direct Cost of Bond Premium (Subtotal)	1.000%	\$1,080.29	
<b>Requested Total</b>			<b>\$114,757.82</b>

**Terms & Conditions**



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

August 15, 2025

Garney Construction  
 345 Inverness Drive S, Bldg B, Ste 205  
 Englewood, CO 80112

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 41 – Offsite Dewatering Discharge, June 2025

Information Referenced:

- Garney COR No. 41 dated July 9, 2025

The referenced change order requests an addition of \$51,089.63 to the Contract Amount and a 4-day extension to the Contract Time.

This COR is for off-easement disposal of trench groundwater by Garney Construction. As concluded under previous change order requests for similar work, BV determined that transporting water off the easement to the degree required under Contract 5B could not have been anticipated by contractors at bid time. Therefore, BV reviewed the costs and finds Garney provided sufficient documentation and backup to justify the added cost of \$51,089.63.

BV recommends to Garrison Diversion that a \$51,089.63 increase to the Contract Amount and a 4-day extension to the Contract Time be accepted and included in a forthcoming change order.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD; Scott Mehring, GDCD; Mark Funston, BV; Vance Miller, BV; File



## Our Information

### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

### Description of Change Order Request

Labor, equipment, material, and subcontractor costs for conveying dewatering discharge off-site for June 2025.

Garney requests 4 additional calendar days of contract time for this change order work.

### COR #041 Includes:

- Garney labor & equipment hours for conveying water off-site, verified by Black & Veatch representative with a signed T&M tag (ticket) for June 2025
  - **T&M Tag EX00051:**
    - Water from ARV manhole 6799+91 (72nd) was conveyed off-site utilizing a water truck on Weds 6/4.
    - Surface water from R.O.W. at 6799+50 (72nd) was conveyed off-site utilizing a water truck and 4" diesel pump on Weds 6/25, Thurs 6/26, Fri 6/27, and Mon 6/30.
- Subcontractor costs for Northern Dewatering for off-site dewatering discharge materials.

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00051 - Superintendent	5.00	ST	\$108.53	\$542.65
Tag EX00051 - Operator	5.00	ST	\$53.63	\$268.15
Tag EX00051 - Superintendent	2.00	ST	\$108.53	\$217.06
Tag EX00051 - Operator	11.00	ST	\$53.63	\$589.93
Tag EX00051 - Laborer	11.00	ST	\$41.26	\$453.86
Tag EX00051 - Project Engineer	2.00	ST	\$74.44	\$148.88
Tag EX00051 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00051 - Laborer	10.00	ST	\$41.26	\$412.60
Tag EX00051 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00051 - Laborer	10.00	ST	\$41.26	\$412.60
Tag EX00051 - Project Engineer	2.00	ST	\$74.44	\$148.88
Tag EX00051 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00051 - Laborer	10.00	ST	\$41.26	\$412.60

Hours Subtotals: ST: 98.00

Total Labor: \$5,216.11

**Equipment****133**

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00051 - WATER TRUCK EQUIPMENT COST - HOUR	5.00	HOUR	\$17.00	\$85.00
Tag EX00051 - WATER TRUCK OPERATING COST - HOUR	5.00	HOUR	\$32.52	\$162.60
Tag EX00051 - SUPER TRUCK EQUIPMENT COST - HOUR	5.00	HOUR	\$15.00	\$75.00
Tag EX00051 - SUPER TRUCK OPERATING COST - HOUR	2.00	HOUR	\$32.22	\$64.44
Tag EX00051 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00051 - WATER TRUCK OPERATING COST - HOUR	10.00	HOUR	\$32.52	\$325.20
Tag EX00051 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$105.00	\$105.00
Tag EX00051 - PUMP (4") OPERATING COST - HOUR	10.00	HOUR	\$10.12	\$101.20
Tag EX00051 - SUPER TRUCK EQUIPMENT COST - HOUR	2.00	HOUR	\$15.00	\$30.00
Tag EX00051 - SUPER TRUCK OPERATING COST - HOUR	2.00	HOUR	\$32.22	\$64.44
Tag EX00051 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00051 - WATER TRUCK OPERATING COST - HOUR	10.00	HOUR	\$32.52	\$325.20
Tag EX00051 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$105.00	\$105.00
Tag EX00051 - PUMP (4") OPERATING COST - HOUR	10.00	HOUR	\$10.12	\$101.20
Tag EX00051 - ADMIN TRUCK EQUIPMENT COST - HOUR	2.00	HOUR	\$11.00	\$22.00
Tag EX00051 - ADMIN TRUCK OPERATING COST - HOUR	2.00	HOUR	\$24.74	\$49.48
Tag EX00051 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00051 - WATER TRUCK OPERATING COST - HOUR	10.00	HOUR	\$32.52	\$325.20
Tag EX00051 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$105.00	\$105.00
Tag EX00051 - PUMP (4") OPERATING COST - HOUR	10.00	HOUR	\$10.12	\$101.20
Tag EX00051 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00051 - WATER TRUCK OPERATING COST - HOUR	10.00	HOUR	\$32.52	\$325.20
Tag EX00051 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$105.00	\$105.00
Tag EX00051 - PUMP (4") OPERATING COST - HOUR	10.00	HOUR	\$10.12	\$101.20
Tag EX00051 - WATER TRUCK EQUIPMENT COST - HOUR	2.00	HOUR	\$11.00	\$22.00

**133**

Tag EX00051 - ADMIN TRUCK  
EQUIPMENT COST - HOUR

134

Tag EX00051 - ADMIN TRUCK  
OPERATING COST - HOUR

2.00 HOUR

\$24.74

\$49.48

**Total Equipment:**

**\$3,190.04**

**Subcontractor**

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Northern Dewatering	Off-Site Discharge Pipe - June 2025 - Invoice #45010	1.00	LS	\$39,450.00	\$39,450.00
<b>Subcontractor:</b>					<b>\$39,450.00</b>

<b>Subtotal</b>		<b>\$47,856.15</b>
Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$1,972.50
Contractor Fee on Labor (Labor)	15.000%	\$782.42
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$478.56
<b>Requested Total</b>		<b>\$51,089.63</b>

**Terms & Conditions**



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

December 3, 2025

Garney Construction  
 345 Inverness Drive S, Bldg B, Ste 205  
 Englewood, CO 80112

RRVWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 44 – Offsite Dewatering Discharge, July - October 2025

Information Referenced:

- Garney COR No. 44 dated July 9, 2025

The referenced change order requests an addition of \$153,633.66 to the Contract Amount and a 13-day extension to the Contract Time.

This COR is for off-easement disposal of trench groundwater by Garney Construction. As concluded under previous change order requests for similar work, BV determined that transporting water off the easement to the degree required under Contract 5B could not have been anticipated by contractors at bid time. Therefore, BV reviewed the costs and finds Garney provided sufficient documentation and backup to justify the added cost of \$153,633.66.

BV recommends to Garrison Diversion that a \$153,633.66 increase to the Contract Amount and a 13-day extension to the Contract Time be accepted and included in a forthcoming change order.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD; Scott Mehring, GDCD; Mark Funston, BV; Vance Miller, BV; File



## Our Information

### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

### Description of Change Order Request

Labor, equipment, material, and subcontractor costs for conveying dewatering discharge off-site for July, August, September, and October 2025.

Garney requests 13 additional calendar days of contract time for this change order work.

### COR #044 Includes:

- Garney labor & equipment hours for conveying water off-site, verified by Black & Veatch representative with signed T&M tags (tickets) for July, August, September, October 2025.
  - **T&M Tag EX00053:**
    - Surface water from R.O.W. at 6799+50 (72nd) was conveyed off-site utilizing a water truck and 4" diesel pump on 7/1, 7/9, and 7/10. (4" diesel pump costs removed).
  - **T&M Tag EX00054:**
    - Labor & equipment to dismantle and clean off-site discharge pipe on 7/14, 7/16, 7/25, and 7/29.
  - **T&M Tag EX00057:**
    - Surface water from R.O.W. from CPRR to 68th was conveyed off-site utilizing 4" pumps and Stage 6 & 7 off-site discharge pipe 8/14, 8/15, 8/16, 8/18, 8/19, 8/20, 8/21, 8/25. Also includes time dismantling Stage 6 & 7 pipe, assisting Northern Dewatering.
  - **T&M Tag EX00058:**
    - Water from ARV manhole at 6799+95 (72nd) was conveyed off-site utilizing a water truck on 10/3.
- Costs for off-site dewatering discharge materials - 4" plugs for discharge pipe outlets
- Subcontractor costs for Northern Dewatering for off-site dewatering discharge materials.

**Title:** Off-Site Discharge - July, August, September, October 2025

**Project Name:** Red River Valley Water Supply Project, Contract 5B

**Project Address:** 318 U.S. 281

Carrington, ND 58421

**COR Date:** 12/02/2025

**T&M Tag Numbers:** EX00053, EX00054, EX00057, EX00058

**Garney Companies Inc. Job Number:** 7385

**Customer Job Number:**

**Customer Reference Number:** TO5532

### Customer Information

### Garrison Diversion Conservancy

401 US-281  
Carrington, ND 58421  
Phone: (701)-652-3194

## Labor

137

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00053 - Operator	8.00	ST	\$53.63	\$429.04
Tag EX00053 - Laborer	8.00	ST	\$41.26	\$330.08
Tag EX00053 - Operator	11.00	ST	\$53.63	\$589.93
Tag EX00053 - Laborer	11.00	ST	\$41.26	\$453.86
Tag EX00053 - Operator	11.00	ST	\$53.63	\$589.93
Tag EX00053 - Laborer	11.00	ST	\$41.26	\$453.86
Tag EX00054 - Superintendent	8.00	ST	\$108.53	\$868.24
Tag EX00054 - Project Engineer	8.00	ST	\$74.44	\$595.52
Tag EX00054 - Operator	16.00	ST	\$53.63	\$858.08
Tag EX00054 - Laborer	24.00	ST	\$41.26	\$990.24
Tag EX00054 - Superintendent	8.00	ST	\$108.53	\$868.24
Tag EX00054 - Project Engineer	8.00	ST	\$74.44	\$595.52
Tag EX00054 - Operator	16.00	ST	\$53.63	\$858.08
Tag EX00054 - Laborer	24.00	ST	\$41.26	\$990.24
Tag EX00054 - Project Engineer	4.00	ST	\$74.44	\$297.76
Tag EX00054 - Operator	24.00	ST	\$53.63	\$1,287.12
Tag EX00054 - Laborer	36.00	ST	\$41.26	\$1,485.36
Tag EX00054 - Laborer	10.00	ST	\$41.26	\$412.60
Tag EX00057 - Superintendent	12.00	ST	\$108.53	\$1,302.36
Tag EX00057 - Operator	6.00	ST	\$53.63	\$321.78
Tag EX00057 - Laborer	24.00	ST	\$41.26	\$990.24
Tag EX00057 - Superintendent	11.00	ST	\$108.53	\$1,193.83
Tag EX00057 - Operator	6.00	ST	\$53.63	\$321.78
Tag EX00057 - Laborer	22.00	ST	\$41.26	\$907.72
Tag EX00057 - Superintendent	12.00	ST	\$108.53	\$1,302.36
Tag EX00057 - Operator	6.00	ST	\$53.63	\$321.78
Tag EX00057 - Laborer	24.00	ST	\$41.26	\$990.24
Tag EX00057 - Superintendent	12.00	ST	\$108.53	\$1,302.36
Tag EX00057 - Operator	6.00	ST	\$53.63	\$321.78
Tag EX00057 - Laborer	24.00	ST	\$41.26	\$990.24
Tag EX00057 - Superintendent	10.00	ST	\$108.53	\$1,085.30
Tag EX00057 - Operator	5.00	ST	\$53.63	\$268.15
Tag EX00057 - Laborer	20.00	ST	\$41.26	\$825.20
Tag EX00057 - Project Engineer	10.00	ST	\$74.44	\$744.40
Tag EX00057 - Operator	5.00	ST	\$53.63	\$268.15
Tag EX00057 - Laborer	20.00	ST	\$41.26	\$825.20
Tag EX00057 - Laborer	12.00	ST	\$41.26	\$495.12
Tag EX00057 - Project Engineer	3.00	ST	\$74.44	\$223.32
Tag EX00057 - Laborer	9.00	ST	\$41.26	\$371.34
Tag EX00057 - Superintendent	10.00	ST	\$108.53	\$1,085.30
Tag EX00057 - Laborer	20.00	ST	\$41.26	\$825.20
Tag EX00058 - Superintendent	5.00	ST	\$108.53	\$542.65

137

Tag EX00058 - Operator	5.00	ST	\$53.63	\$268.15
Tag EX00058 - Laborer	10.00	ST	\$41.26	\$412.60
Project Manager	2.00	ST	\$127.89	\$255.78
Project Engineer	6.00	ST	\$74.44	\$446.64

Hours Subtotals: ST: 563.00

Total Labor: \$32,162.67

#### Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Grainger - 4" Plugs	1.00	LS	\$572.50	\$572.50
Total Material:				\$572.50

**Equipment****139**

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00053 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00053 - WATER TRUCK OPERATING COST - HOUR	8.00	HOUR	\$32.52	\$260.16
Tag EX00053 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$0.00	\$0.00
Tag EX00053 - PUMP (4") OPERATING COST - HOUR	8.00	HOUR	\$0.00	\$0.00
Tag EX00053 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00053 - WATER TRUCK OPERATING COST - HOUR	11.00	HOUR	\$32.52	\$357.72
Tag EX00053 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$0.00	\$0.00
Tag EX00053 - PUMP (4") OPERATING COST - HOUR	11.00	HOUR	\$0.00	\$0.00
Tag EX00053 - WATER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$110.00	\$110.00
Tag EX00053 - WATER TRUCK OPERATING COST - HOUR	11.00	HOUR	\$32.52	\$357.72
Tag EX00053 - PUMP (4") EQUIPMENT COST - DAY	1.00	DAY	\$0.00	\$0.00
Tag EX00053 - PUMP (4") OPERATING COST - HOUR	11.00	HOUR	\$0.00	\$0.00
Tag EX00054 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00054 - CAT 330 OPERATING COST - HOUR	8.00	HOUR	\$71.02	\$568.16
Tag EX00054 - JD 850 EQUIPMENT COST - DAY	1.00	DAY	\$1,375.00	\$1,375.00
Tag EX00054 - JD 850 OPERATING COST - HOUR	8.00	HOUR	\$81.26	\$650.08
Tag EX00054 - ADMIN TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$74.00	\$74.00
Tag EX00054 - ADMIN TRUCK OPERATING COST - HOUR	4.00	HOUR	\$24.74	\$98.96
Tag EX00054 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00054 - SUPER TRUCK OPERATING COST - HOUR	4.00	HOUR	\$32.22	\$128.88
Tag EX00054 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00054 - CAT 330 OPERATING COST - HOUR	8.00	HOUR	\$71.02	\$568.16
Tag EX00054 - JD 850 EQUIPMENT COST - DAY	1.00	DAY	\$1,375.00	\$1,375.00
Tag EX00054 - JD 850 OPERATING COST - HOUR	8.00	HOUR	\$81.26	\$650.08
	1.00	DAY	\$74.00	\$74.00

**139**

Tag EX00054 - ADMIN TRUCK EQUIPMENT COST - DAY	<b>140</b>			
Tag EX00054 - ADMIN TRUCK OPERATING COST - HOUR	4.00	HOUR	\$24.74	\$98.96
Tag EX00054 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00054 - SUPER TRUCK OPERATING COST - HOUR	4.00	HOUR	\$32.22	\$128.88
Tag EX00054 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00054 - CAT 330 OPERATING COST - HOUR	12.00	HOUR	\$71.02	\$852.24
Tag EX00054 - JD 644 EQUIPMENT COST - DAY	1.00	DAY	\$595.00	\$595.00
Tag EX00054 - JD 644 OPERATING COST - HOUR	12.00	HOUR	\$42.34	\$508.08
Tag EX00054 - ADMIN TRUCK EQUIPMENT COST - HOUR	4.00	HOUR	\$11.00	\$44.00
Tag EX00054 - ADMIN TRUCK OPERATING COST - HOUR	2.00	HOUR	\$24.74	\$49.48
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	6.00	HOUR	\$71.02	\$426.12
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	54.00	HOUR	\$10.12	\$546.48
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	6.00	HOUR	\$32.22	\$193.32
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	6.00	HOUR	\$71.02	\$426.12
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	72.00	HOUR	\$10.12	\$728.64
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	6.00	HOUR	\$32.22	\$193.32
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	6.00	HOUR	\$71.02	\$426.12
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	36.00	HOUR	\$10.12	\$364.32

**140**

Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	141	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	6.00	HOUR	\$32.22	\$193.32
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	6.00	HOUR	\$71.02	\$426.12
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	36.00	HOUR	\$10.12	\$364.32
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	6.00	HOUR	\$32.22	\$193.32
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	5.00	HOUR	\$71.02	\$355.10
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	54.00	HOUR	\$10.12	\$546.48
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	5.00	HOUR	\$32.22	\$161.10
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	5.00	HOUR	\$71.02	\$355.10
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	72.00	HOUR	\$10.12	\$728.64
Tag EX00057 - ADMIN TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$74.00	\$74.00
Tag EX00057 - ADMIN TRUCK OPERATING COST - HOUR	5.00	HOUR	\$24.74	\$123.70
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	72.00	HOUR	\$10.12	\$728.64
Tag EX00057 - ADMIN TRUCK EQUIPMENT COST - HOUR	3.00	HOUR	\$11.00	\$33.00
Tag EX00057 - ADMIN TRUCK OPERATING COST - HOUR	1.00	HOUR	\$24.74	\$24.74
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK	5.00	HOUR	\$32.22	\$161.10

OPERATING COST - HOUR	<b>142</b>				
Tag EX00057 - PUMP (4")	3.00	DAY		\$105.00	\$315.00
EQUIPMENT COST - DAY					
Tag EX00057 - PUMP (4")	30.00	HOUR		\$10.12	\$303.60
OPERATING COST - HOUR					
Tag EX00058 - WATER TRUCK	5.00	HOUR		\$17.00	\$85.00
EQUIPMENT COST - HOUR					
Tag EX00058 - WATER TRUCK	5.00	HOUR		\$32.52	\$162.60
OPERATING COST - HOUR					
Tag EX00058 - SUPER TRUCK	5.00	HOUR		\$15.00	\$75.00
EQUIPMENT COST - HOUR					
Tag EX00058 - SUPER TRUCK	2.00	HOUR		\$32.22	\$64.44
OPERATING COST - HOUR					

**Total Equipment:** **\$30,865.32**

#### Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Northern Dewatering	Off-Site Discharge Pipe - July 2025 - Invoice #45211	1.00	LS	\$32,253.00	\$32,253.00
Northern Dewatering	Off-Site Discharge Pipe - August 2025 - Invoice #45354	1.00	LS	\$36,018.50	\$36,018.50
Northern Dewatering	Off-Site Discharge Pipe - September 2025 - Invoice #45454	1.00	LS	\$11,406.10	\$11,406.10
		<b>Total Subcontractor:</b>			<b>\$79,677.60</b>

<b>Subtotal</b>			<b>\$143,278.09</b>
Tax on Material (Materials)		5.000%	\$28.63
Subcontractor Markup (Subcontractor)		5.000%	\$3,983.88
Contractor Fee on Labor (Labor)		15.000%	\$4,824.40
Contractor Fee on Material (Materials)		15.000%	\$85.88
Contractor Fee on Equipment (Equipment)		0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)		1.000%	\$1,432.78
<b>Requested Total</b>			<b>\$153,633.66</b>

#### Terms & Conditions

Change Order Request Nos. 38, 43

Road Maintenance

May 2025

June-September 2025



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

December 3, 2025

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 38 – Road Maintenance May 2025

Information Referenced:

- Garney COR No. 38 dated August 11, 2025

Upon review of Garney Construction's above-referenced change order request, Black & Veatch accepts the additional costs submitted. There are three items included in this COR:

- September road maintenance is provided in the COR at the revised reimbursement rate of \$400 per mile per event, which Garrison Diversion negotiated with Foster County. This revised reimbursement rate was conveyed to Garney in Work Change Directive No. 1, and
- Placement of NDDOT Class #5 aggregate at selected locations as per Work Change Directive No. 12.

The overall \$47,230.76 cost of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDOD  
 Scott Mehring, GDOD  
 Mark Funston, BV  
 Vance Miller, BV

# 145 CHANGE ORDER REQUEST

## 38 R1



### Our Information

#### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
**Phone:** (816)-746-4100

#### Description of Change Order Request

Costs for road maintenance in May 2025. Includes the following costs

- Per WCD No. 01 - Invoice from Foster County for road maintenance
- Per WCD No. 12 - place NDDOT Class #5 aggregate at selected locations. Aggregate delivered by Pat Biel Trucking - please see attached delivery tickets, verified by B&V representative.

Includes credit for costs per original Foster County agreement (\$1,500.00 per mile per season) for roads impacted during the 2025 construction season.

### Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Manager	1.00	ST	\$127.89	\$127.89
Project Engineer	1.00	ST	\$74.44	\$74.44
<b>Hours Subtotals:</b> ST: 2.00			<b>Total Labor:</b>	<b>\$202.33</b>

**Title:** Road Maintenance Costs May 2025

**Project Name:** Red River Valley Water Supply Project, Contract 5B

**Project Address:** 318 U.S. 281

Carrington, ND 58421

**COR Date:** 08/11/2025

**T&M Tag Numbers:** EX00048

**Garney Companies Inc. Job Number:** 7385

**Customer Job Number:**

**Customer Reference Number:** TO5532

### Customer Information

#### Garrison Diversion Conservancy

401 US-281  
Carrington, ND 58421  
**Phone:** (701)-652-3194

**Material**

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2486	114.30	TON	\$18.50	\$2,114.55
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2249	139.43	TON	\$18.50	\$2,579.46
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2487	140.80	TON	\$18.50	\$2,604.80
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2128	113.59	TON	\$18.50	\$2,101.42
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2129	315.94	TON	\$18.50	\$5,844.89
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2001	113.17	TON	\$18.50	\$2,093.65
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2406	55.09	TON	\$18.50	\$1,019.17
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2407	112.20	TON	\$18.50	\$2,075.70
Tag EX00048 - Pat Biel Trucking - Mixed Rock - #2497	252.75	TON	\$42.00	\$10,615.50
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2004	289.57	TON	\$18.50	\$5,357.05
Tag EX00048 - Pat Biel Trucking - Class #5 Aggregate - #2005	143.38	TON	\$18.50	\$2,652.53
<b>Total Material:</b>				<b>\$39,058.72</b>

**Subcontractor**

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Foster County	CREDIT - \$1,500.00/MILE/SEASON	5.50	MILES	-\$1,500.00	-\$8,250.00
Foster County	Road Maintenance - May 2025	1.00	LS	\$8,000.00	\$8,000.00
<b>Total Subcontractor:</b>					<b>-\$250.00</b>

<b>Subtotal</b>			<b>\$39,011.05</b>
Tax on Material (Materials)		5.000%	\$1,952.94
Subcontractor Markup (Subcontractor)		5.000%	-\$12.50
Contractor Fee on Labor (Labor)		15.000%	\$30.35
Contractor Fee on Material (Materials)		15.000%	\$5,858.81
Contractor Fee on Equipment (Equipment)		0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)		1.000%	\$390.11
<b>Requested Total</b>			<b>\$47,230.76</b>

**Terms & Conditions**



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

December 3, 2025

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 43 – Road Maintenance June-October 2025

Information Referenced:

- Garney COR No. 43 dated October 24, 2025

Upon review of Garney Construction's above-referenced change order request, Black & Veatch accepts the additional costs submitted. There are three items included in this COR:

- September road maintenance is provided in the COR at the revised reimbursement rate of \$400 per mile per event, which Garrison Diversion negotiated with Foster County. This revised reimbursement rate was conveyed to Garney in Work Change Directive No. 1.
- Placement of NDDOT Class #5 aggregate at selected locations as per Work Change Directive No. 12, and
- Placement of 1" rock aggregate at selected locations along 73rd Ave. NE.

The overall \$36,288.50 cost of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDOD  
 Scott Mehring, GDOD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

### Description of Change Order Request

Costs for road maintenance in June, July, August, September 2025. Includes the following costs:

- Per WCD No. 01 - Invoices from Foster County for road maintenance
- Per WCD No. 12 - place NDDOT Class #5 aggregate at selected locations. Aggregate delivered by Pat Biel Trucking - please see attached delivery tickets, verified by B&V representative.
- Per WCD No. 15 - place 1" rock aggregate at selected locations along 73rd Ave. NE. Aggregate delivered by Pat Biel Trucking - please see attached delivery tickets, verified by B&V representative.

## Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Manager	2.00	ST	\$127.89	\$255.78
Tag EX00049 - Project Engineer	1.00	ST	\$74.44	\$74.44
<b>Hours Subtotals:</b> ST: 3.00				<b>Total Labor:</b> \$330.22

## Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Tag EX00049 - Pat Biel Trucking - Class #5 Aggregate - #2006 - 70th Ave. NE	428.86	TON	\$18.50	\$7,933.91
Tag EX00049 - Pat Biel Trucking - 1" Rock - #2021 - 2nd St. NE	26.89	TON	\$38.00	\$1,021.82
Tag EX00050 - Pat Biel Trucking - 1" Rock - #2041 - 2nd St. NE	28.07	TON	\$38.00	\$1,066.66
Tag EX00052 - Pat Biel Trucking - Class #5 Aggregate - #1471 - 71st Ave. NE	112.45	TON	\$18.50	\$2,080.32
Tag EX00052 - Pat Biel Trucking - Class #5 Aggregate - #2108 - 71st Ave. NE	197.71	TON	\$18.50	\$3,657.64
Tag EX00056 - Pat Biel Trucking - 1" Rock - #2353 - 73rd Ave. NE	57.23	TON	\$38.00	\$2,174.74
<b>Total Material:</b>				<b>\$17,935.09</b>

**Subcontractor**

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Foster County	Road Maintenance - June & July 2025	21.50	MILE	\$400.00	\$8,600.00
Foster County	Road Maintenance - August & September 2025	12.00	MILE	\$400.00	\$4,800.00
<b>Total</b>					<b>\$13,400.00</b>
<b>Subcontractor:</b>					
<b>Subtotal</b>					<b>\$31,665.31</b>
Tax on Material (Materials)				5.000%	\$896.75
Subcontractor Markup (Subcontractor)				5.000%	\$670.00
Contractor Fee on Labor (Labor)				15.000%	\$49.53
Contractor Fee on Material (Materials)				15.000%	\$2,690.26
Contractor Fee on Equipment (Equipment)				0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)				1.000%	\$316.65
<b>Requested Total</b>					<b>\$36,288.50</b>

**Terms & Conditions**

Change Order Request No. 39

CP System Remote Monitoring Unit



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

December 3, 2025

Garney Construction  
 345 Inverness Drive S, Bldg B, Ste 205  
 Englewood, CO 80112

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 39 – CP Rectifier RMU (RFP008)

Information Referenced:

- Garney COR No. 39 dated November 20, 2025

Upon review of Garney Construction's above-referenced change order request, Black & Veatch accepts the additional costs submitted. This COR included labor, equipment material and subcontract costs for WCD 014 - Install leads per RFP 008, and the RMU material costs per RFP 008.

The overall \$14,137.88 cost of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,  
 BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GD&C  
 Scott Mehring, GD&C  
 Mark Funston, BV  
 Vance Miller, BV



**Title:** RFP #008 - Cathodic Protection Rectifier Remote Monitoring

Unit

**Project Name:** Red River Valley Water Supply Project, Contract 5B

**Project Address:** 318 U.S. 281

Carrington, ND 58421

**COR Date:** 11/20/2025

**T&M Tag Numbers:** EX00055

**Garney Companies Inc. Job Number:** 7385

**Customer Job Number:**

**Customer Reference Number:** TO5532

#### Our Information

##### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
**Phone:** (816)-746-4100

##### Description of Change Order Request

Includes labor, equipment material and subcontract costs for WCD #014 - Install leads per RFP #008, and the RMU material costs per RFP #008. Signed T&M ticket for labor and equipment, and subcontractor invoices included.

#### Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Manager	4.00	ST	\$127.89	\$511.56
Project Engineer	8.00	ST	\$74.44	\$595.52
Tag EX00055 - Superintendent	10.00	ST	\$108.53	\$1,085.30
Tag EX00055 - Project Engineer	10.00	ST	\$74.44	\$744.40
Tag EX00055 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00055 - Laborer	30.00	ST	\$41.26	\$1,237.80
<b>Hours Subtotals:</b> ST: 72.00			<b>Total Labor:</b>	<b>\$4,710.88</b>

#### Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00055 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00055 - CAT 330 OPERATING COST - HOUR	10.00	HOUR	\$71.02	\$710.20
Tag EX00055 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00055 - SUPER TRUCK OPERATING COST - HOUR	5.00	HOUR	\$32.22	\$161.10
Tag EX00055 - ADMIN TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$74.00	\$74.00
Tag EX00055 - ADMIN TRUCK EQUIPMENT COST - HOUR	5.00	HOUR	\$11.00	\$55.00
<b>Total Equipment:</b>				<b>\$2,204.30</b>

**Subcontractor**

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Rick Electric Inc.	CP Rectifier RMU	1.00	LS	\$5,454.00	\$5,454.00
Pat Biel Trucking	Mobilize equipment to 76th & Main	1.00	LS	\$628.00	\$628.00
<b>Total Subcontractor:</b>					<b>\$6,082.00</b>
<b>Subtotal</b>					<b>\$12,997.18</b>
Tax on Material (Materials)					5.000% \$0.00
Subcontractor Markup (Subcontractor)					5.000% \$304.10
Contractor Fee on Labor (Labor)					15.000% \$706.63
Contractor Fee on Material (Materials)					15.000% \$0.00
Contractor Fee on Equipment (Equipment)					0.000% \$0.00
Direct Cost of Bond Premium (Subtotal)					1.000% \$129.97
<b>Requested Total</b>					<b>\$14,137.88</b>

**Terms & Conditions**

# Change Order Request No. 40

## Access Drive Modifications

### Credit



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

December 3, 2025

Garney Construction  
 345 Inverness Drive S, Bldg B, Ste 205  
 Englewood, CO 80112

RRVWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 40 – Permanent Access Driveway Modifications

Information Referenced:

- Garney COR No. 40, Revision 3 dated November 7, 2025

Upon review of Garney Construction's above-referenced change order request, Black & Veatch accepts the additional costs submitted. This COR included costs for time spent procuring, handling and trucking the unused 30" RCP material, and constructing access drives per the new direction.

Bid Items 15, 27, and 37 will be billed in full within the contract. These items are deducted via this deductive change order to reconcile them to a net zero value.

The overall (\$54,685.99) deduct of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,  
 BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

KAR/lo

cc: Kip Kovar, GDCC  
 Scott Mehring, GDCC  
 Mark Funston, BV  
 Vance Miller, BV

# 156 CHANGE ORDER REQUEST

## 40 R3



### Our Information

#### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116

**Phone:** (816)-746-4100

**Title:** Permanent Access Driveway Changes

**Project Name:** Red River Valley Water Supply Project, Contract 5B

**Project Address:** 318 U.S. 281

Carrington, ND 58421

**COR Date:** 11/07/2025

**Garney Companies Inc. Job Number:** 7385

**Customer Job Number:**

**Customer Reference Number:** TO5532

### Customer Information

#### Garrison Diversion Conservancy

401 US-281  
Carrington, ND 58421

**Phone:** (701)-652-3194

### Description of Change Order Request

It was determined by Garrison and Black & Veatch to change the design of the permanent access driveways, eliminating culverts, adjusting dimensions and placement on a case-by-case basis, reconditioning existing access drives, as well as eliminating some access drives all together

Garrison Diversion requested the unused RCP culvert material be transported to the McClusky facility.

This COR includes costs for time spent procuring, handling and trucking the unused 30" RCP material, and constructing access drives per the new direction.

Bid items #15, #27, and #37 will be billed in full within the contract. These items are deducted via this deductive change order to reconcile them to a net zero value. The net results of these changes will be -\$53,186.83 to the contract.

**Labor**

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Manager	8.00	ST	\$127.89	\$1,023.12
Project Engineer	12.00	ST	\$74.44	\$893.28
Superintendent - Unloading & Staging 30" RCP - 9/26/24	4.00	ST	\$108.53	\$434.12
Operator - Unloading & Staging 30" RCP - 9/26/24	4.00	ST	\$53.63	\$214.52
Laborer - Unloading & Staging 30" RCP - 9/26/24	8.00	ST	\$41.26	\$330.08
Superintendent - Unloading & Staging 30" RCP - 9/27/24	8.00	ST	\$108.53	\$868.24
Operator - Unloading & Staging 30" RCP - 9/27/24	8.00	ST	\$53.63	\$429.04
Laborer - Unloading & Staging 30" RCP - 9/27/24	16.00	ST	\$41.26	\$660.16
Superintendent - Unloading & Staging 30" RCP - 9/30/24	8.00	ST	\$108.53	\$868.24
Operator - Unloading & Staging 30" RCP - 9/30/24	8.00	ST	\$53.63	\$429.04
Laborer - Unloading & Staging 30" RCP - 9/30/24	16.00	ST	\$41.26	\$660.16
Superintendent - Recondition Permanant Access Driveways	24.00	ST	\$108.53	\$2,604.72
Project Engineer - Recondition Permanant Access Driveways	8.00	ST	\$74.44	\$595.52
Operator - Recondition Permanant Access Driveways	40.00	ST	\$53.63	\$2,145.20

**Hours Subtotals:** ST: 172.00**Total Labor:** \$12,155.44**Material**

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Oldcastle Infrastructure - 30" Class 3 RCP, flared end sections, tie rods, gaskets - Invoice #120060835	1.00	LS	\$28,263.04	\$28,263.04
Oldcastle Infrastructure - 30" Class 3 RCP, flared end sections - Invoice #120060875	1.00	LS	\$50,201.76	\$50,201.76
Oldcastle Infrastructure - 30" Class 3 RCP, flared end sections - Invoice #120060949	1.00	LS	\$38,534.88	\$38,534.88

**Total Material:** \$116,999.68

**Equipment****158**

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
JD 744 EQUIPMENT COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	4.00	HOUR	\$105.00	\$420.00
JD 744 OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	4.00	HOUR	\$60.80	\$243.20
JD 744 OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/27/24	8.00	HOUR	\$60.80	\$486.40
JD 744 EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/27/24	1.00	DAY	\$685.00	\$685.00
JD 744 OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/30/24	8.00	HOUR	\$60.80	\$486.40
JD 744 EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/30/24	1.00	DAY	\$685.00	\$685.00
SUPER TRUCK EQUIPMENT COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	4.00	HOUR	\$15.00	\$60.00
SUPER TRUCK OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	2.00	HOUR	\$32.22	\$64.44
SUPER TRUCK EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/27/24	1.00	DAY	\$99.00	\$99.00
SUPER TRUCK OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/27/24	4.00	HOUR	\$32.22	\$128.88
SUPER TRUCK EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/30/24	1.00	DAY	\$99.00	\$99.00
SUPER TRUCK OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/30/24	4.00	HOUR	\$32.22	\$128.88
SUPER TRUCK OPERATING COST - HOUR - Loading 30" RCP for shipment	10.00	HOUR	\$32.22	\$322.20
SUPER TRUCK EQUIPMENT COST - DAY - Recondition Permanant Access Driveways	3.00	DAY	\$99.00	\$297.00
SUPER TRUCK OPERATING COST - HOUR - Recondition Permanant Access Driveways	12.00	HOUR	\$32.22	\$386.64
JD 644 EQUIPMENT COST - DAY - Recondition Permanant Access Driveways	5.00	DAY	\$595.00	\$2,975.00
JD 644 OPERATING COST - HOUR - Recondition Permanant Access Driveways	40.00	HOUR	\$42.34	\$1,693.60
<b>Total Equipment:</b>				<b>\$9,260.64</b>

**158**

**Other****159**

Description	Qty of Other	Unit of Measure	Rate	Total Cost
Bid Item #15 - Permanent Access Drive - Base	-12.00	EA	\$16,200.00	-\$194,400.00
Bid Item #27 - Permanent Access Drive - Alt 1	-1.00	EA	\$16,000.00	-\$16,000.00
Bid Item #37 - Permanent Access Drive - Alt 2	-2.00	EA	\$10,000.00	-\$20,000.00
<b>Total Other:</b>				<b>-\$230,400.00</b>

**Subcontractor**

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Pat Biel Trucking	Loading & Transporting RCP to McClusky	1.00	LS	\$11,500.00	\$11,500.00
<b>Total Subcontractor:</b>					<b>\$11,500.00</b>

<b>Subtotal</b>		<b>-\$80,484.24</b>
Tax on Material (Materials)	5.000%	\$5,849.98
Subcontractor Markup (Subcontractor)	5.000%	\$575.00
Contractor Fee on Labor (Labor)	15.000%	\$1,823.32
Contractor Fee on Material (Materials)	15.000%	\$17,549.95
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (1% of Labor, Material, Equipment, Subcontractor Costs) (Lump Sum)	LS	<b>-\$1,499.16</b>
<b>Requested Total</b>		<b>-\$53,186.83</b>

**Terms & Conditions****-\$54,685.99****159**

Change Order Request Nos. 42, 45

Topsoil Maintenance

June 2025

August 2025



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

August 15, 2025

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 42 – Topsoil Maintenance, June 2025

Information Referenced:

- Garney Change Order Request (COR) No. 42 dated July 11, 2025

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$2,289.60 for spraying weeds on the easement be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDCD  
 Mark Funston, BV  
 Vance Miller, BV



## Our Information

### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116

**Phone:** (816)-746-4100

**Title:** Topsoil Maintenance - June 2025

**Project Name:** Red River Valley Water Supply Project, Contract 5B

**Project Address:** 318 U.S. 281

Carrington, ND 58421

**COR Date:** 07/11/2025

**Garney Companies Inc. Job Number:** 7385

**Customer Job Number:**

**Customer Reference Number:** TO5532

## Customer Information

### Garrison Diversion Conservancy

401 US-281  
Carrington, ND 58421

**Phone:** (701)-652-3194

## Description of Change Order Request

Costs for topsoil maintenance per WCD #2 for June 2025.

## Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
T & B Farms	Weed Spraying - 06/16/25	1.00	LS	\$2,160.00	\$2,160.00
<b>Total Subcontractor:</b>					<b>\$2,160.00</b>
<b>Subtotal</b>					<b>\$2,160.00</b>
Tax on Material (Materials)					5.000% \$0.00
Subcontractor Markup (Subcontractor)					5.000% \$108.00
Contractor Fee on Labor (Labor)					15.000% \$0.00
Contractor Fee on Material (Materials)					15.000% \$0.00
Contractor Fee on Equipment (Equipment)					0.000% \$0.00
Direct Cost of Bond Premium (Subtotal)					1.000% \$21.60
<b>Requested Total</b>					<b>\$2,289.60</b>

## Terms & Conditions



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

December 3, 2025

Garney Construction  
 7911 Shaffer Parkway  
 Littleton, CO 80127

RRWWSP TO 5532 TPE CT 5B  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 45 – Topsoil Maintenance, August 2025

Information Referenced:

- Garney Change Order Request (COR) No. 45 dated October 24, 2025

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$572.40 for spraying weeds on the easement be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GD&C  
 Mark Funston, BV  
 Vance Miller, BV



#### Our Information

##### Garney Companies Inc.

1700 Swift Street, Suite 200  
North Kansas City, MO 64116  
Phone: (816)-746-4100

#### Description of Change Order Request

Costs for topsoil maintenance per WCD #2 for August 2025.

#### Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
T & B Farms	Weed Spraying - 08/01/25 - Invoice #1019	1.00	LS	\$540.00	\$540.00
					<b>Total Subcontractor:</b> \$540.00
					<b>Subtotal</b> \$540.00
					Tax on Material (Materials) 5.000% \$0.00
					Subcontractor Markup (Subcontractor) 5.000% \$27.00
					Contractor Fee on Labor (Labor) 15.000% \$0.00
					Contractor Fee on Material (Materials) 15.000% \$0.00
					Contractor Fee on Equipment (Equipment) 0.000% \$0.00
					Direct Cost of Bond Premium (Subtotal) 1.000% \$5.40
					<b>Requested Total</b> \$572.40

#### Terms & Conditions

## CHANGE ORDER

Change Order No. 2

DATE OF ISSUANCE	<u>December 19, 2025</u>	EFFECTIVE DATE	<u>December 19, 2025</u>
Owner: <u>Garrison Diversion Conservancy District</u>			
Contractor: <u>Oscar Renda Contracting, Inc.</u>			
Project: <u>Red River Valley Water Supply Project, Transmission Pipeline East</u>			
Owner's Contract No.: <u>5C</u>			
Owner's Task Order No.: <u>5533</u>			

The Contract is modified as follows upon execution of this Change Order:

**Change Description**

This Change Order will move allowance funds from Bid Item 30 – Artificial Trench Foundation (Allowance), which is significantly underrunning estimated quantities of the Bid Form (2.1% used to date with job about 85% complete), to fund additive Change Order Request (COR) No. 2 in the amount of \$581,317.60 and associated time extensions as follows:

- 241 days added to Milestone Completion (provides a 2025-26 winter season extension of 181 days)
- 90 days added to Substantial Completion
- 60 days added to Ready for Final Payment

The extra work is associated with the Alliance Pipeline / Pembina natural gas line crossing just west of the James River. This cost increase is to account for tunnel casing pipe factory coating (twice the normal thickness (70 mils) to provide galvanic isolation between the steel tunnel casing and the adjacent steel gas line) required of the gas company, general contractor and subcontractor standby time, and general contractor and subcontractor re-excavation costs at the tunnel jacking and receiving shafts on either side of the large diameter gas line.

COR2 Increase – Pembina Gas Line Crossing Changes and Delay	<u>\$581,317.60</u>
<u>Bid Item 30 Decrease – Artificial Trench Foundation (Allowance)</u>	<u>(\$581,317.60)</u>
Net Change in Contract Price	<u>\$0.00</u>

**Attachments:** Change Order Request No. 2.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$76,663,355.00

Change from previously approved Change Order No. 1:

\$0.00

Contract Price prior to this Change Order:

\$76,663,355.00

No change this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$76,663,355.00

(0.0% Increase Over Original Contract Price)

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:

Milestone Completion:	<u>October 31, 2025</u>
Substantial Completion:	<u>May 29, 2026</u>
Ready for final payment:	<u>July 31, 2026</u>
	(days or dates)

Change from previously approved Change Order No. 1:

Milestone Completion:	<u>0</u>
Substantial Completion:	<u>0</u>
Ready for final payment:	<u>0</u>
	(days)

Contract Times prior to this Change Order:

Milestone Completion:	<u>October 31, 2025</u>
Substantial Completion:	<u>May 29, 2026</u>
Ready for final payment:	<u>July 31, 2026</u>
	(days or dates)

Increase of this Change Order:

Milestone Completion:	<u>241</u>
Substantial Completion:	<u>90</u>
Ready for final payment:	<u>60</u>
	(days)

Contract Times with all approved Change Orders:

Milestone Completion:	<u>June 29, 2026</u>
Substantial Completion:	<u>August 27, 2026</u>
Ready for final payment:	<u>September 29, 2026</u>
	(days or dates)

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)  
Printed: Duane DeKrey  
Title: General Manager  
Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)  
Printed: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

## Change Order Request No. 2

Coating of Tunnel Casing Required by Pembina



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

December 3, 2025

Southland Contracting, Inc.  
 1100 Kubota Drive  
 Grapevine, Texas 76051

RRWSP TO 5533 TPE CT 5C  
 BV Project 409655  
 BV File 60.1350.5

Attention: Jackson Adelman

Subject: Task Order 5533 / COR No. 2 – Coating of Tunnel Casing Required by Pembina

Information Referenced:

- Southland COR No. 2 emailed on December 1, 2025

Upon review of Southland Contracting's above-referenced change order request, Black & Veatch accepts the additional costs submitted. This COR included labor, equipment material and subcontract costs to provide a dielectric coating on the already purchased, and delivered, tunnel casing pipe. This included transporting the casing pipe to a coating facility, downtime for the tunneling subcontractor, and additional re-work required by the delay. This coating was required by Pembina as a necessary step to obtain permission to cross their easement.

The overall \$581,317.60 cost of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is also 60-day time extension included for this work and the associated downtime.

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

Sincerely,  
 BLACK & VEATCH

Kurt A. Ronnekamp  
 Sr Project Manager

cc: Kip Kovar, GDOD  
 Scott Mehring, GDOD  
 Mark Funston, BV  
 Vance Miller, BV

**169**  
**COST CHANGE REQUEST**

PROJECT: RRVWSP 5C  
 OWNER: Garrison Diversion  
 ENGINEER: Black and Veatch  
 CONTRACTOR: Oscar Renda Contracting, Inc.

Description: External/Internal Coating of 96" Steel Casing - Standby Time Minger, Extra ORC Time

**SUMMARY SHEET**

**1 MATERIAL**

Material Cost	1	LS	\$	11,174.70
Sales Tax	@	8.25%		
Material Handling Cost	@	0.00%		
Expendable Material	@	0.00%		

**2 LABOR**

Hourly	1	LS	\$	4,620.00
Supervision	1	LS	\$	4,200.00
Admin/ Safety	1	LS	\$	3,500.00
Housing/Per Diem	1	LS	\$	3,780.00

Fringe Benefits	@	\$0.00		
Labor Cost	1	LS	\$	12,320.00
Labor Burden	@	52.0%	\$	6,406.40
Tool Replacement Cost	@	4.00%	\$	492.80

**3 EQUIPMENT COSTS**

	1	LS	\$	38,735.98
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**4 SUBCONTRACTOR COST**

SUBTOTAL	1	LS	<u>\$474,392.53</u>
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	\$	<u>547,302.41</u>
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**5 BOND/INSURANCE COST**

SUBTOTAL	@		\$	547,302.41
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**6 OH / P (On ORC Cost)**

Material	@	15%	\$	1,676.21
Subcontractor	@	5%	\$	23,719.63
Equipment	@	15%	\$	5,810.40
Labor	@	15%	\$	2,808.96

**CHANGE REQUEST TOTAL**

	\$	<b>581,317.60</b>
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## **Subcontractor Worksheet**

**SUBCONTRACTOR TOTAL**

**\$474,392.53**

**SUBCONTRACTOR TOTAL**

**\$11,174.70**

Equipment Cost Crews Standby				
Equipment Description	Daily Cost	Days	Quantity	Total Cost
Single Pipe Crew All EQ	\$4,105.14	7	1	\$28,735.98
				\$0.00

\$28,735.98

Rental Equipment Cost Casing Coating				
Equipment Description	Weekly Cost	Weeks	Quantity	Total Cost
644 Loader	\$2,400.00	3	1	\$7,200.00
				\$0.00

\$7,200.00

Mobilization Cost Casing Coating				
Equipment Description	Mobilization	Demobilization	Quantity	Total Cost
644 Loader	\$1,400.00	\$1,400.00	1	\$2,800.00
				\$0.00
				\$0.00

\$2,800.00

TOTAL EQ \$38,735.98

Housing & Per Diem - General Laborers				
勞工	房屋	Per Diem	天數	總額
Crew 1 (Coating)	\$210.00	\$150.00	7	\$2,520.00
Crew 2 (19 Days Standby)	\$560.00	\$400.00	0	\$0.00

Total

**\$2,520.00**

Total

**\$1,260.00**

### Housing & Per Diem Total

**\$3,780.00**

## **Labor & Supervision Worksheet:**

### Individual Totals

Total

**\$4,620.00**

**\$4,200.00**

**\$1,750.00**

**\$1,750.00**

December 4, 2025

Garrison Diversion Conservancy District  
 Red River Valley Water Supply Project  
 Red River Valley Transmission Pipeline  
 Task Orders 5562/5663, Contracts 6B and 6C

BV Project 188972/409655  
 BV File 55.5562.5

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

Dear Mr. DeKrey:

This letter provides the bid results and a recommendation of award for the Red River Valley Transmission Pipeline, Contract 6B and 6C projects to Carstensen Contracting, Inc. (Carstensen) of Dell Rapids, South Dakota.

Garrison Diversion Conservancy District held a bid opening at its Carrington office on November 19, 2025, at 2 p.m. local time. A total of three bids were received for each contract; all bids were opened and read aloud. The bid results are as follows:

**Table 1 – Bid Tabulation Summary**

Contractor	Contract 6B (~9.2 miles of 72" pipe)	Contract 6C (~8.4 miles of 72" pipe)	Discount Provided for Combined Contracts 6B and 6C	Grand Total Contract 6B + Contract 6C (~17.6 miles of 72" pipe)
Carstensen Contracting, Inc. Dell Rapids, SD	\$62,470,010	\$66,271,939	\$3,000,000	\$125,741,949
Harper Brothers Construction, LLC Houston, TX	\$65,904,130	\$71,058,634	\$965,000	\$135,997,764
Belt Construction, Inc. Texarkana, AR	\$74,214,382	\$80,087,609	-	-
Engineer's Cost Opinion	\$69,313,323	\$74,899,389		\$144,212,712

**Table 2 – Contract 6B Bid Price Evaluation Summary**

Contractor	Total Base Bid	Comparison to Engineer's Estimate
Carstensen Contracting, Inc. Dell Rapids, SD	\$62,470,010	-\$6,843,313: -11%
Harper Brothers Construction, LLC Houston, TX	\$65,904,130	-\$3,409,193: -5.2%
Belt Construction, Inc. Texarkana, AR	\$74,214,382	+4,901,059: +7.1%
Engineer's Cost Opinion	\$69,313,323	--

**Table 3 – Contract 6C Bid Price Evaluation Summary**

Contractor	Total Base Bid	Comparison to Engineer's Estimate
Carstensen Contracting, Inc. Dell Rapids, SD	\$66,271,939	-\$8,267,450: -13%
Harper Brothers Construction, LLC Houston, TX	\$71,058,634	-\$3,840,755: -5.4%
Belt Construction, Inc. Texarkana, AR	\$80,087,609	+\$5,188,220: +9.4%
Engineer's Cost Opinion	\$74,899,389	--

For both Contracts 6B and 6C Carstensen Contracting, Inc. of Dell Rapids, South Dakota submitted the apparent low bids. Harper Brothers Construction LLC of Houston, Texas submitted the apparent second low bid for each contract. In addition, both Carstensen Contracting and Harper Brothers Construction offered discounts of \$3,000,000 and \$965,000, respectively, if awarded both contracts. Belt Construction's bids indicated that it did not intend to be awarded both contracts, just one or the other.

#### **EVALUATION OF THE APPARENT LOW BIDDER'S BIDS**

The engineer's opinion of probable construction cost (cost opinion) for the Project prepared by Black & Veatch for the Base Bid of Contract 6B was \$69,313,323. Two bidders had a lower Bid, and one bidder had a higher Bid than Black & Veatch's cost opinion. There was a \$6,843,313 or 11 percent difference between the apparent low bid and Black & Veatch's cost opinion. The cost opinion was \$1,783,316 or 2.6 percent higher than the average of the three bids received.

The engineer's opinion of probable construction cost for the Project prepared by Black & Veatch for the Base Bid of Contract 6C was \$74,899,399. Two bidders had a lower Bid, and one bidder had a higher Bid than the Black & Veatch's cost opinion. There was a \$8,627,450 or 13 percent difference between the apparent low bid and Black & Veatch's cost opinion. The cost opinion was \$2,426,662 or 3.3 percent higher than the average of the three bids received.

A comparison of the Bids shows that the overall low Bidder for both Contracts 6B and 6C also offered the largest deduction for receiving the award of both contracts. As indicated in the previous discussion and shown in Tables 1, 2 and 3, there is a noticeable difference in the low bidder's bids and those of the other bidders. Because of this noticeable difference, Black & Veatch contacted the apparent low bidder to verify there were no errors made in preparation of its bid. Carstensen confirmed it did not have any errors in its bid, and it is standing by its bids for both Contract 6B and 6C and its combined bid for award of both contracts of \$125,741,949. Bidders were given 24 hours to withdrawal a bid due to a substantiated error, with return of the bid security. Garrison Diversion nor the Engineer received such notice.

Based on discussions with the apparent low bidder following the bid opening, it is Black & Veatch's opinion that Carstensen Contracting, Inc. has a good understanding of the Projects and the key elements thereof. A review of their unit prices indicates a distribution like other bidders. The spread between the low and second low came down to Carstensen's documented efficiency, rate of pipe installation, and continuing favorable terms from its steel pipe supplier, Northwest Pipe. The approximate \$10.2 million difference, between the low and the second low for both Contract 6B and 6C is captured primarily in the difference in the installed price of the 72-inch transmission pipeline



in favor of Carstensen and somewhat offset by Carstensen's higher unit prices for asphalt road overlay and trench groundwater control.

#### **EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS**

In 2023, Garrison Diversion undertook a general contractor prequalification process, where seven general contractors were prequalified for its projects, including Carstensen Contracting, Inc. and the second low bidder Harper Brothers. Hence, a general contractor qualification submittal was not required of either Carstensen or Harper Brothers for the Bid. In addition, Carstensen is currently the contractor performing the construction work on Contracts 5D and 6A and is performing the work satisfactorily and on schedule.

For tunneling, Contract 6B includes one wetland trenchless crossing and Contract 6C includes two wetland trenchless crossings and one railroad (BNSF) trenchless crossing. Both Carstensen and Harper Brothers listed Minger Construction as their tunneling subcontractor. Minger Construction has previously been prequalified as an acceptable tunneling subcontractor and has performed all the tunneling work satisfactorily on previous Contract 5A, and current Contracts 5B, 5C, 5D, and 6A.

#### **SUMMARY AND RECOMMENDATION**

Given the Engineer's review of the bids, the prequalification of Carstensen Contracting, Inc. as a pipeline general contractor for the Red River Valley Water Supply Project, and their current work on Contracts 5D and 6A, Black & Veatch recommends Garrison Diversion award both Contracts 6B and 6C to the low bidder, Carstensen Contracting, Inc. for its Total Bid, with deduct for both award of both contracts, in the amount of \$125,741,949.

Should both Projects be awarded to Carstensen, they would be administered separately and the \$3,000,000 deduct would be distributed through the unit and lump sum prices for each contract. The award of both contracts is lower than the 2025-2027 Biennium Work Plan budget allocation and below the Engineer's cost opinion.

If you concur with Black & Veatch's recommendation, a Notice of Award and Limited Notice to Proceed (permitting Carstensen to buy steel coil for the pipe and to begin preparation of pipe submittals) will be prepared and forwarded to for signature. In addition, conformed copies of the Contract Documents, including the Agreement and required bonds, will be prepared and forwarded to Carstensen for execution.

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

Sincerely,  
BLACK & VEATCH CORPORATION

Kurt A. Ronnekamp  
Program Manager

Enclosures

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

**178**  
**Notice of Award**

Date of Issuance \_\_\_\_\_

Owner: Garrison Diversion Conservancy District	Owner's Task Orders Nos: 5562/5563
Engineer: Black & Veatch Corporation	Engineer's Project No.: 409655
Project: RRVWSP, Red River Valley Transmission Pipeline	Contract Name: Contract 6B/6C
Bidder: Carstensen Contracting, Inc.	
Bidder's Address: 800 Quartzite Street	
Dell Rapids, South Dakota 57022	

---

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated November 19, 2025, for the above Contracts, and that you are the Successful Bidder and are awarded a Contract for:

Red River Valley Water Supply Project

Red River Valley Transmission Pipeline

Combined Project Task Order 5562, Contract 6B and Task Order 5563, Contract 6C

---

The Contract Price of the awarded combined Contract is One Hundred Twenty-Five Million Seven Hundred Forty-One Thousand Nine Hundred Forty-Nine Dollars (\$125,741,949.00). The amount of Unit Price Work is subject to adjustment. The extended prices are based on estimated quantities and payments will be made on actual quantities. Refer to General Conditions Paragraph 13.03, Instructions to Bidders Article 14, and Agreement Article 5 for information.

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

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

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

You are authorized to proceed with the limited obligations of the Contract Documents and within 45-days of the date you receive this Notice of Award you may submit to the Owner a progress payment application for payment of the following items:

1. Procurement of steel coil necessary for the manufacture of Steel Pipe per Section 40 05 24, and
2. Submittal of Shop Drawings and Certifications required by Section 40 05 24.

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

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

Garrison Diversion Conservancy District  
Owner

By: \_\_\_\_\_  
\_\_\_\_\_Duane DeKrey  
Title: General Manager \_\_\_\_\_

cc: Kip Kovar, GDCD  
Kurt Ronnekamp, BV

Section 00 52 13

**AGREEMENT**

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

Owner and Contractor agree as follows:

**ARTICLE 1 – THE PROJECT.**

1.01. The name of the project is the Red River Valley Water Supply Project, Red River Valley Transmission Pipeline, McKinnon Twp to Revere Twp, Foster & Griggs Counties, ND, Task Orders 5562 and 5563, Contracts 6B and 6C.

1.02. The Project, of which the Work under the Contract Documents is a part, is generally described as construction of approximately 17.6 miles of 72-inch diameter steel water pipeline including three 96-inch diameter trenchless wetland crossings, one 96-inch diameter trenchless railroad crossing. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

**ARTICLE 2 – WORK.**

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

**ARTICLE 3 – ENGINEER.**

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

## ARTICLE 4 - CONTRACT TIMES.

## 4.01. Time of the Essence.

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

## 4.02. Contract Times.

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

## 4.03. Liquidated Damages.

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

Liquidated Damages per Day

Milestone Completion of the Work	\$8,000
Substantial Completion of the Work	\$5,000
Completion of all Work	\$3,000

Liquidated Damages per Hour

Completion of Open-Cut Road Crossings	\$500
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- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

## 4.04. Delays and Damages.

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

## ARTICLE 5 – CONTRACT PRICE.

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

**One Hundred Twenty-Five Thousand Seven Hundred Forty-One Thousand Nine Hundred Forty-Nine and 00/100 Dollars; (\$125,741,949.00).**

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

## ARTICLE 6 – PAYMENT PROCEDURES.

## 6.01. Submittal and Processing of Payments.

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

## 6.02. Progress Payments; Retainage.

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

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

#### 6.03. Progress Payments; Stored Material

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

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

## ARTICLE 9 – CONTRACT DOCUMENTS.

### 9.01. Contents.

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 11, inclusive).
  - 2. Bonds:
    - a. Performance bond (pages 1 to 3, inclusive).
    - b. Payment bond (pages 1 to 3, inclusive).
  - 3. General Conditions (pages 1 to 65, inclusive).

4. Supplementary Conditions (pages 1 to 32, inclusive, plus all Supplementary Conditions attachments).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 53 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline  
McKinnon Twp to Sutton Twp  
Task Order 5562, Contract 6B**

Drawings (not attached but incorporated by reference) consisting of a cover sheet and 46 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline  
Sutton Twp to Revere Twp  
Task Order 5563, Contract 6C**

Sheet titles are listed on Sheet 2 of each set of the Drawings.

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

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS.

### 10.01. Terms.

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

### 10.02. Assignment of Contract.

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

### 10.03. Successors and Assigns.

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

### 10.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 11 – NOT USED

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

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

OWNER:

Garrison Diversion Conservancy  
District

CONTRACTOR:

By: Duane DeKrey

By: \_\_\_\_\_

Title: General Manager

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

401 Hwy 281 NE  
Carrington, ND 58421

800 East Quartzite Street  
Dell Rapids, SD 57022

Approved as to Form

Contractor's License No. 28630

\_\_\_\_\_  
Attorney for Owner

Expiration Date 3/1/2026

End of Section

## NOTICE TO PROCEED

Project: Red River Valley Water Supply Project	Owner: Garrison Diversion Conservancy District	Owner's Task Order Nos.: 5562/5563
Contract Name: Red River Valley Transmission Pipeline, Contract 6B/6C	Engineer: Black & Veatch Corporation	Engineer's Project No.: 409655

Contractor: Carstensen Contracting, Inc.

Contractor's Address: 800 East Quartzite Street, Dell Rapids, SD 57022

## TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on January 5, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the Milestone Completion date is May 30, 2028, the date of Substantial Completion is August 31, 2028, and the date of readiness for final payment is September 30, 2028.

Carstensen Contracting, Inc.

(Contractor)

Received by:

Signature

Print Name, Title

Date

Garrison Diversion Conservancy District

(Owner)

Given by:

Signature

Duane DeKrey, General Manager

Name, Title

Date

cc: Kip Kovar, GDCD  
Kurt Ronnekamp, BV

Red River Valley Water Supply Project  
Red River Valley Transmission Pipeline  
Task Orders 5562/5563, Contracts 6B/6C

Page 1 of 1

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Notice to Proceed  
December 2025

December 4, 2025

Garrison Diversion Conservancy District  
 Red River Valley Water Supply Project  
 Red River Valley Transmission Pipeline  
 Task Orders 5571, Contract 7A

BV Project 188972/415096  
 BV File 55.5571.5

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

Dear Mr. DeKrey:

This letter provides the bid results and a recommendation of award for the Red River Valley Transmission Pipeline, Contract 7A project to Carstensen Contracting, Inc. (Carstensen) of Dell Rapids, South Dakota.

Garrison Diversion Conservancy District held a bid opening at its Carrington office on November 21, 2025, at 2 p.m. local time. A total of four bids were received for the contract; all bids were opened and read aloud. The bid results are as follows:

**Table 1 – Bid Tabulation Summary**

Contractor	Contract 7A (~4.5 miles of 72" pipe) Base Bid	Additive Bid Alternative No. 1	Total of Base Bid and Additive Alt. No. 1	Additive Bid Alternative No. 2	Grand Total of Base Bid and Additive Bid Alt. 1 and 2
Carstensen Contracting, Inc. Dell Rapids, SD	\$36,034,917	\$6,777,640	\$42,812,557	\$16,147,435	\$58,959,992
Belt Construction, Inc. Texarkana, AR	\$40,651,254	\$9,341,690	\$49,992,944	\$16,730,289	\$66,723,233
Harper Brothers Construction, LLC, Houston, TX	\$39,313,289	\$7,468,300	\$46,781,589	\$19,438,497	\$66,220,086
Ruby-Collins, Inc. Smyrna, GA	\$59,568,261	\$9,560,043	\$69,128,304	\$22,728,565	\$91,856,869
Engineer's Cost Opinion*	\$38,470,742	\$7,334,003	\$45,804,745	\$17,428,133	\$63,232,878

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

**Table 2 – Contract 7A Bid Price Evaluation Summary**

Contractor	Total Base Bid + Bid Alt. 1 and 2	Comparison to Engineer's Estimate
Carstensen Contracting, Inc., Dell Rapids, SD	\$58,959,992	-\$4,272,886: -7.3%
Belt Construction, Inc., Texarkana, AR	\$66,723,233	+\$3,490,355: +5.5%
Harper Brothers Construction, LLC, Houston, TX	\$66,220,086	+2,987,208: +4.7%
Ruby-Collins, Inc., Smyrna, GA	\$91,856,869	+28,623,991: +45%
Engineer's Cost Opinion	\$63,232,878	--



For Contract 7A, for the Base Bid, and for the combinations of Base Bid + Bid Alternate 1 and Base Bid + Bid Alternates 1 and 2, Carstensen Contracting, Inc. of Dell Rapids, South Dakota submitted the apparent low bid for the Base Bid and for each combination of Bid Alternatives. Harper Brothers Construction, LLC of Houston, Texas submitted the apparent second low bid for the Base Bid and for each combination of Bid Alternatives.

#### **EVALUATION OF THE APPARENT LOW BIDDER'S BID**

The engineer's opinion of probable construction cost (cost opinion) for the Project prepared by Black & Veatch for the Base Bid + Bid Alternatives 1 and 2 of Contract 7A was \$63,232,878. One bidder had a lower Bid, and three bidders had a higher Bid than Black & Veatch's cost opinion. There was a \$4,272,886 or 7.3 percent difference between the apparent low bid for the Base Bid + Bid Alternatives 1 and 2 and Black & Veatch's cost opinion. The cost opinion was \$734,892 or 1.2 percent lower than the average of the three lowest bids received.

As indicated in the previous discussion and shown in Tables 1 and 2, there is a noticeable difference in the low-bidder's bids and those of the other bidders. Because of this noticeable difference, and the fact that Carstensen was the apparent low bidder on Contracts 6B and 6C, Black & Veatch contacted the apparent low bidder to verify there were no errors made in preparation of its bid. Carstensen confirmed it did not have any errors in its bid, and it is standing by its bids for Contract 7A and the 7A Bid Alternatives for award of the grand total bid + alternatives of \$58,959,992. Bidders were given 24 hours to withdrawal a bid due to a substantiated error, with return of the bid security. Garrison Diversion nor the Engineer received such notice.

Based on discussions with the apparent low bidder following the bid opening, it is Black & Veatch's opinion that Carstensen Contracting, Inc., has a good understanding of the Project and the key elements thereof. A review of their unit prices indicates a distribution like other bidders. The spread between the low and second low seemed to come down to Carstensen's documented efficiency and rate of pipe installation. The lowest three bidders were close on Bid items 2, 29 and 49, the unit price for installed open-cut pipe. The approximate \$7.3 million difference, between the low and the second low for Contract 7A is captured primarily in the difference in the price for trenchless installation, removal and stockpiling of topsoil, the amount of deduct offered (bid item 27), and the differences in the Additive Bid Alternative costs.

#### **EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS**

In 2023, Garrison Diversion undertook a general contractor prequalification process, where seven general contractors were prequalified for its projects, including Carstensen Contracting, Inc. and the second low bidder Harper Brothers. Hence, a general contractor qualification submittal was not required of either Carstensen or Harper Brothers for the Bid. In addition, Carstensen is currently the contractor performing the construction work on Contracts 5D and 6A and is performing the work satisfactorily and on schedule. Carstensen is also the apparent low bidder on recently bid Contracts 6B and 6C, so there could be potential concern that one construction company can handle all this work simultaneously. In discussions with Carstensen, they provided assurance that they have the staffing, equipment, and bonding capacity to handle these projects successfully.

For tunneling, Contract 7A includes three trenchless wetland crossings. Carstensen's bid listed Iowa Trenchless as its trenchless subcontractor. The second low bidder, Harper Brothers, listed Minger Construction as its trenchless subcontractor. While Minger Construction has been the trenchless subcontractor on all previous and current Red River contracts, Iowa Trenchless would be new to the project and therefore references for Iowa Trenchless were submitted with Carstensen's bid. We reached two of the most recent references from 2022 and 2024 projects in Iowa and Utah, respectively. Tunnel casing sizes for the two projects ranged from 79" to 101.5" so they compare



favorably to the 96" casings needed for this project. Both references were satisfied with the work of Iowa Trenchless and there were no schedule, cost, or other issues cited. We therefore recommend that Iowa Trenchless be accepted as the tunneling subcontractor for this project.

### SUMMARY AND RECOMMENDATION

Given the Engineer's review of the bids, the prequalification of Carstensen Contracting, Inc. as a pipeline general contractor for the Red River Valley Water Supply Project, their current work on Contracts 5D and 6A, and their assurances they can handle multiple contracts, Black & Veatch recommends Garrison Diversion award Contract 7A including Bid Alternatives 1 and 2 to the low bidder, Carstensen Contracting, Inc. in the amount of \$58,959,992.

Should the Project be awarded to Carstensen, the \$1,000,000 deduct indicated in the Base Bid would be distributed through the unit and lump sum prices for the contract. The award of this Contract 7A is lower than the 2025-2027 Biennium Work Plan budget allocation and below the Engineer's cost opinion.

If you concur with Black & Veatch's recommendation, a Notice of Award and Limited Notice to Proceed (permitting Carstensen to buy steel coil for the pipe and to begin preparation of pipe submittals) will be prepared and forwarded for signature. In addition, conformed copies of the Contract Documents, including the Agreement and required bonds, will be prepared and forwarded to Carstensen for execution.

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

Sincerely,  
BLACK & VEATCH CORPORATION

---

Kurt A. Ronnekamp  
Program Manager

Enclosures

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

**Notice of Award**

Date of Issuance \_\_\_\_\_

Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 5571
Engineer: Black & Veatch	Engineer's Project No.: 409655
Project: RRVWSP, Red River Valley Transmission Pipeline	Contract Name: Contract 7A

Bidder: Carstensen Contracting, Inc.

Bidder's Address: 800 East Quartzite Street, Dell Rapids, SD 57022

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated November 21, 2025, including Base Bid and Alternative 1 and Alternative 2 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for construction of approximately 6.5 miles of 72-inch diameter steel water pipeline (Base Bid plus Alternative 1 and Alternative 2), including three 96-inch diameter trenchless wetland crossings. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

The Contract Price of the awarded Contract is Fifty-Eight Million Nine Hundred Fifty-Nine Thousand Nine Hundred Ninety-Two and 00/100 Dollars (\$58,959,992.00). The amount of Unit Price Work is subject to adjustment. The extended prices are based on estimated quantities and payments will be made on actual quantities. Refer to General Conditions Paragraph 13.03, Instructions to Bidders Article 14, and Agreement Article 5 for information.

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

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

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

You are authorized to proceed with the limited obligations of the Contract Documents and within 45 days of the date you receive this Notice of Award Submit to the Owner a progress payment application for payment for the following items.:

1. Procurement of steel coil necessary for the manufacture of Steel Pipe per Section 40 05 24, and
2. Submittal of Shop Drawings and Certifications required by Section 40 05 24.

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

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

Garrison Diversion Conservation District  
Owner

By: \_\_\_\_\_  
Duane DeKrey  
Title: General Manager

cc: Kip Kovar, GDCD  
Kurt Ronnekamp, BV

Section 00 52 13

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

1.01. The name of the project is the Red River Valley Water Supply Project, Red River Valley Transmission Pipeline, James River to McKinnon Twp, Foster County, ND, Task Order 5571, Contract 7A.

1.02. The Project, of which the Work under the Contract Documents is a part, is generally described as construction of approximately 6.5 miles of 72-inch diameter steel water pipeline (Base Bid plus Alternative 1 and Alternative 2) including three 96-inch diameter trenchless wetland crossings. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

Liquidated Damages per Day

Milestone Completion of the Work	\$8,000
Substantial Completion of the Work	\$5,000
Completion of all Work	\$3,000

Liquidated Damages per Hour

Completion of Open-Cut Road Crossings	\$500
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- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

**4.04. Delays and Damages.**

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

**ARTICLE 5 – CONTRACT PRICE.**

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

**Fifty-Eight Million Nine Hundred Fifty-Nine Thousand Nine Hundred Ninety-Two and 00/100 Dollars; (\$58,959,992.00)**

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

## ARTICLE 6 – PAYMENT PROCEDURES.

### 6.01. Submittal and Processing of Payments.

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

### 6.02. Progress Payments; Retainage.

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

material and equipment retainage will be released when the material and equipment are incorporated in the Work.

4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.
5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.
6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

#### 6.03. Progress Payments; Stored Material

- A. Payment will be made for material and equipment stored properly at the Site provided the material and equipment are complete and ready for installation.
  1. Payment will be made for the invoice amount less the specified retainage.
  2. Payment for material and equipment shown in the Application for Payment Form, Stored Material Summary, will be made for the invoice amount up to the value shown in the Schedule of Values for that line item.
  3. Payment will be made for the value shown in the line item for products and material if invoices for material and equipment are less than the amount shown in the line item, and it can be demonstrated that no additional material or equipment are required to complete the Work described in that item.
  4. Provide invoices at the time materials are included in the Stored Material Summary. Include invoice numbers so that a comparison can be made between the actual invoices and those invoices and amounts included in the Stored Material Summary.
- B. Payment for material and equipment does not constitute acceptance of the product.

C. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until accepted in accordance with the General Conditions.

6.04. Final Payment.

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

**ARTICLE 7 – INTEREST.**

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

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.**

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS.

### 9.01. Contents.

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 1 to 11, inclusive).
  2. Bonds:

- a. Performance bond (pages 1 to 3, inclusive)
- b. Payment bond (pages 1 to 3, inclusive).
3. General Conditions (pages 1 to 65, inclusive).
4. Supplementary Conditions (pages 1 to 32, inclusive, plus all Supplementary Conditions attachments).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 46 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline  
James River to McKinnon Twp  
Task Order 5571, Contract 7A**

Sheet titles are listed on Sheet 2 of the Drawings.

7. Addenda (numbers 1 to 4 inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
  - b. Documentation submitted by Contractor prior to Notice of Award.
9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
  - a. Work Change Directives.
  - b. Change Orders.
  - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS.

### 10.01. Terms.

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

### 10.02. Assignment of Contract.

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

### 10.03. Successors and Assigns.

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

### 10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Contractor's Certifications

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

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

**ARTICLE 11 – NOT USED**

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

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

OWNER:

Garrison Diversion Conservancy  
District

By: Duane DeKrey

Title: General Manager

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

401 Hwy 281 NE  
Carrington, ND 58421

Approved as to Form

Attorney for Owner

CONTRACTOR:

Carstensen Contracting, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

800 East Quartzite Street  
Dell Rapids, SD 57022

Contractor's License No. 28630

Expiration Date 3/1/2026

End of Section

## NOTICE TO PROCEED

Project: RRVWSP	Owner: Garrison Diversion Conservancy	Owner's Task Order No.: 5571
Contract Name: RRV Transmission Pipeline, Ct. 7A	Engineer: Black & Veatch	Engineer's Project No.: 415096
Contractor: Carstensen Contracting, Inc.		

Contractor's Address: 800 Quartzite Street, Dell Rapids, SD 57022

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## TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on January 5, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the Milestone Completion Date is May 30, 2028, the date of Substantial Completion is August 31, 2028, and the date of readiness for final payment is September 30, 2028.

Carstensen Contracting, Inc.

(Contractor)

Received by:

Signature

Print Name, Title

Date

cc: Kip Kovar, GDCD  
Kurt Ronnekamp, BV

Garrison Diversion Conservancy District

(Owner)

Given by:

Signature

Duane DeKrey, General Manager

Name, Title

Date

**RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline**  
**Contracts 6B, 6C, and 7A Construction Phase Services**

Task Order Effective Date: December 19, 2025

**TASK ORDER EXECUTIVE SUMMARY**

**REQUEST**

Consideration and approval of a construction phase services Task Order in the amount of \$17,125,000 associated with Garrison Diversion's sixth, seventh, and eighth construction projects (RTP Contracts 6B, 6C, and 7A). The Task Order is for construction observation and engineering support during construction of a 24.1-mile segment of the RRVWSP transmission pipeline. Services are anticipated to begin in 4Q2025 and be completed by 4Q2028.

All professional services are provided on an hourly basis. The maximum fee is a labor and expenses estimate based on the scope and nature of the work and an anticipated 14 months of active pipeline installation and 6 months for testing, final easement restoration, and cleanup. No construction activity is expected to be undertaken from December to April of each year so field observation for this period is omitted.

The construction cost is \$184.7 million for the 24.1 miles of 72-inch pipeline, including trenchless crossings and not including any contingency monies. The projects advertised in late October 2025 with bid openings held in November 2025. Construction notice(s) to proceed will be issued in January 2026.

**TASK ORDER SUMMARY**

The services to be provided by the engineering and construction observation teams (Black & Veatch, AE2S, Prairie Soil Consulting, Ulteig Engineers, American Engineering Testing, Accurate Inspections, Moore Engineering, Stantec Consulting, Veteran Testing and Inspecting, Braun Intertec, and other firms) are fully described in the attached Task Order. The following summarizes the major tasks.

**Basic Services:** The estimated hourly fees and expenses for standard and customary construction phase services are as follows:

	Fee	% of Construction
Task Order Management and Administration	\$728,630.00	
Special and Third-Party Meetings	\$34,873.00	
Surveying, Field Testing, & Factory Inspection Services	\$2,954,605.00	
Engineering Services during Construction	\$2,195,064.00	
Construction Observation	\$11,211,828.00	
<b>Total</b>	<b>\$17,125,000.00</b>	<b>9.3%</b>

**Special Services:** There are no unique or special services identified for this Task Order at this time.

**PROJECT OVERVIEW**

RTP Contract 6B involves 9.2 miles of steel pipe connecting to the east end of Contract 6A northeast of Kensal continuing east with the segment ending southeast of Glenfield. Contract 6C involves 8.4 miles of pipe and will connect to Contract 6B heading east to a termination point south of Sutton. Contract 7A involves up to 6.5 miles of pipe and continues east and ending southwest of Cooperstown. The alignment and limits of the pipelines under this Task Order are shown on the figure included in the Task Order document. Key elements of the services are summarized as follows:

**RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline**  
**Contracts 6B, 6C, and 7A Construction Phase Services**

Task Order Effective Date: December 19, 2025

**TASK ORDER EXECUTIVE SUMMARY**

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

**Task 2 – Special and Third-Party Meetings** – This task covers in-person meetings as needed with stakeholders including the State Engineer; Foster and Griggs County Commissioners; Eastman, Sutton, Revere, and Ball Hill Townships; Northern Plains Electric Cooperative; Greater Ramsey Water District; Stutsman Rural Water District; BEK Communications Cooperative; NODAK Electric Cooperative; Northern Plains Electric Cooperative; MLGC Cooperstown; Otter Tail Power; MidContinent Communications; Dakota Rural Water District, and Dakota Central Telecommunications.

**Task 3 – Surveying, Field Testing, and Factory Inspection Services** – This task consists of surveying, construction staking, services of a professional soil classifier for restoration, drone video of construction progression, pipe manufacture visits and on-site inspection of the manufacturing process and quality control/quality assurance procedures, corrosion protection system inspection and testing, services of an independent materials testing firm, and services of an independent weld verification firm.

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

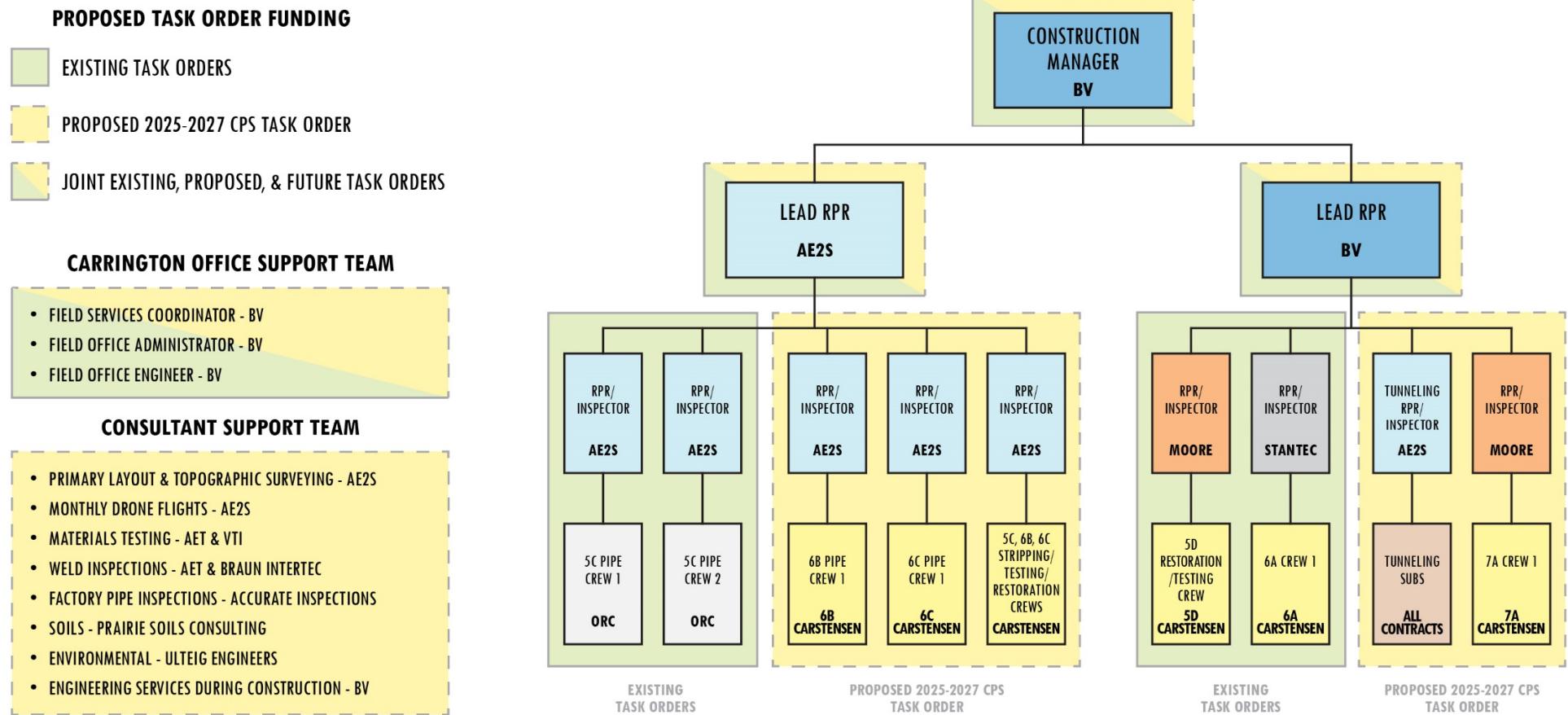
**Task 5 – Construction Observation** – Consists of the engineering team's staff providing observation and reporting of the Contractors' work for the anticipated 20 months of construction. BV staff will provide construction observation management, construction administration, and field engineering for the two projects. A lead resident project representative (Lead RPR) will oversee the work of each project and up to three RPRs will inspect pipeline installation (one for each pipe laying crew) during active pipeline installation. Three RPRs will observe testing, restoration, and cleanup activities until the project is complete. Finally, a tunnelling RPR will be provided for the installation of tunnel shafts and during tunneling trenchless crossings. RPR staff will generate daily reports for the pipeline and trenchless crossing activities, generate daily photo logs of the work progress, use global positioning system (GPS) equipment to collect real-time as-built data, and serve as a liaison between the contractor and the engineering team. See proposed field team organization in the figure that follows on the next page.

**RISK CONSIDERATIONS**

The following items in the specifications and/or in this Task Order scope of work are intended to mitigate potential risks associated with the installation of the three segments of the water transmission pipeline with total footage of 24.1 miles:

- Project specifications limit the amount of right-of-way that can be open at any time. The contractor will be limited to three miles of open right of way of which only two miles can include active pipeline installation. This limitation will require the Contractor to stabilize and restore the right of way area continuously within the project mitigating the impact to landowners from dust and from a property usability standpoint.

# CONSTRUCTION SERVICES ORGANIZATIONAL STRUCTURE AND TASK ORDER FUNDING OVERVIEW



**RRWSP Task Order 5662 – Red River Valley Transmission Pipeline**  
**Contracts 6B, 6C, and 7A Construction Phase Services**

Task Order Effective Date: December 19, 2025

**TASK ORDER EXECUTIVE SUMMARY**

- A two-part geotechnical report approach will be used to mitigate risk and to make sure tunneling bidders are each bidding the same set of assumptions. A geotechnical data report and a geotechnical baseline report (GBR) establish the baseline by which tunneling will be undertaken by the contractors. Baseline conditions are presented in the GBR concerning ground conditions, groundwater, the expected number and size of boulders/cobbles that should be expected, etc. Conditions that exceed the baseline will be justification for the contractor to request an increase in the contract price and a time extension.
- A professional soil classifier will provide topsoil and subsoil removal and restoration process training to the contractors, RPRs, engineering team, and Garrison Diversion staff. This training and subsequent inspections will be essential to the successful reclamation of the easements. The professional soil classifier will also provide periodic quality control of contractors' restoration activities.
- RPR staff will provide observation and reporting full-time while the contractor is actively working on pipeline installation and the trenchless crossings. Due to the remote location of the work, having RPRs on site during active construction will prevent deviations from the drawings and specifications. Deviations noted will be identified and corrected.
- RPRs will be collecting real-time as-built information confirming elevation and location of the pipeline and appurtenances with high accuracy GPS equipment.
- The engineering team's corrosion protection staff will provide field inspection and start-up services for the corrosion protection system. The scope of work also includes inspection and a training session for Garrison Diversion staff.
- Independent construction materials testing for granular materials, concrete, and compaction will be provided by the engineering team through a subconsultant.
- Drone video of the active construction and restored areas will be provided monthly. Garrison Diversion has used these videos and photographs in educational materials, landowner outreach, and public communication. The engineering team uses the drone material to review construction progress.



## Black & Veatch Corporation

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

### RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline Contracts 6B, 6C, and 7A Construction Phase Services

**Effective Date – December 19, 2025**

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

I.	BACKGROUND .....	1
II.	TASK ORDER OBJECTIVES .....	2
III.	GENERAL REQUIREMENTS .....	4
IV.	BASIC SERVICES .....	4
V.	SPECIAL SERVICES .....	18
VI.	DELIVERABLES .....	18
VII.	ADDITIONAL SERVICES .....	19
VIII.	SPECIAL RESPONSIBILITIES OF OWNER .....	20
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XI.	DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS .....	20
XII.	ACCEPTANCE .....	21

#### I. BACKGROUND

1. From 2015 to the present, the Garrison Diversion Conservancy District (GDCD, Garrison Diversion, Owner) authorized Black & Veatch Corporation (Engineer, BV) and its consultants to complete designs for a 167-mile Transmission Pipeline (TPL). Initially, a preliminary design was completed for the whole transmission pipeline first beginning in the 2015 to 2017 biennium. In the 2017 to 2019 biennium, final design activities began on a 28-mile segment, later referred to as Contract 5, running from roughly a few miles south of Sykeston, ND on the west end to just east of the James River on the east end. Because of funding constraints, Contract 5 was subsequently divided into four separate segments referred to as Contracts 5D, 5A, 5B, and 5C (ordered from west to east). The design on the 1-1/4-mile Contract 5A finished first with construction beginning in early 2021 and completing in mid-2022. The design on the next segment, 9-mile Contract 5B, was finished and construction began in early 2022. Construction of Contract 5B was completed in 2025.
2. The design of the last two segments of Contract 5, the 8-mile Contract 5C and the 10-mile Contract 5D, was completed in June 2023. This work was authorized under Task Order 5333 –

Transmission Pipeline East, Contract 5C and 5D, Design Wrap-up Services and Bidding Assistance. Under an authorization for professional services with an effective date of October 1, 2021, Engineer advanced the design of approximate 8- and 10-mile pipeline segments of Contract 5 to biddable plans and specifications. Designs were completed and the projects advertised 2023, with the bid lettings shortly thereafter. Notices to proceed were issued and construction field activities began in May 2024. Initial pipe necessary to begin the projects was fabricated and delivered in 2Q24.

3. Design of a new segment, Contract 6, was authorized under Task order 5360 – Red River Valley Transmission Pipeline Contract 6, Final Design and Bidding Assistance with an effective date of November 1, 2021. It was subsequently split into three segments, Contract 6A, 6B, and 6C. Design of these segments is complete. Due to funding limitations, only Contract 6A was funded for construction from the 2023 to 2025 biennium. Contract 6A advertised in 2024. A notice to proceed was issued in early January 2025 with construction field activities beginning in May 2025.
4. Designs of Contracts 6B, 6C, and 7A were completed in October 2025. Construction of these segments will be funded from the 2025 to 2027 biennium. The projects advertised and a bid letting was held in October 2025. A notice to proceed will be issued in early 2026, with construction field activities to begin as early as April 2026 weather dependent. Initial pipe necessary to begin the projects will be fabricated and delivered in 2Q26. Construction is anticipated to run from early 2026 through fall of 2028.

## II. TASK ORDER OBJECTIVES

1. The Owner would like to continue construction of the transmission pipeline. This Task Order is for engineering services during construction of TPE Contracts 6B, 6C, and 7A. Given the funding allocated by the North Dakota Legislature for the 2025 to 2027 biennium, Garrison Diversion expects to install up to 24 miles of transmission pipeline. The exact length of the pipeline installed will depend upon the bids received. It is expected that the construction support resources will be shared across the three construction contracts as the contracts will be occurring concurrently and in proximity. Thus, the construction support for three construction contracts is being combined under one task order.
2. The objective of this Task Order is to oversee installation of up to 24.1 miles of 72-inch steel pipe and accessory items in Foster and Griggs Counties from southwest of Glenfield to southwest of Cooperstown. Contract 6B involves 9.2 miles of steel pipe and will connect to the east end of Contract 6A ending southwest of Glenfield. Contract 6C involves 8.4 miles of pipe and will connect to the east end of Contract 6B and west end of 7A. Contract 7A involves 6.5 miles of pipe and continues east ending southwest of Cooperstown. The alignment and limits of the pipeline under this Task Order are shown in Figure 1. The pipeline will primarily be installed with cut-and-cover methods. However, there are trenchless portions on each section that will require tunneling: one in Contract 6B, two in Contract 6C and three in 7A.

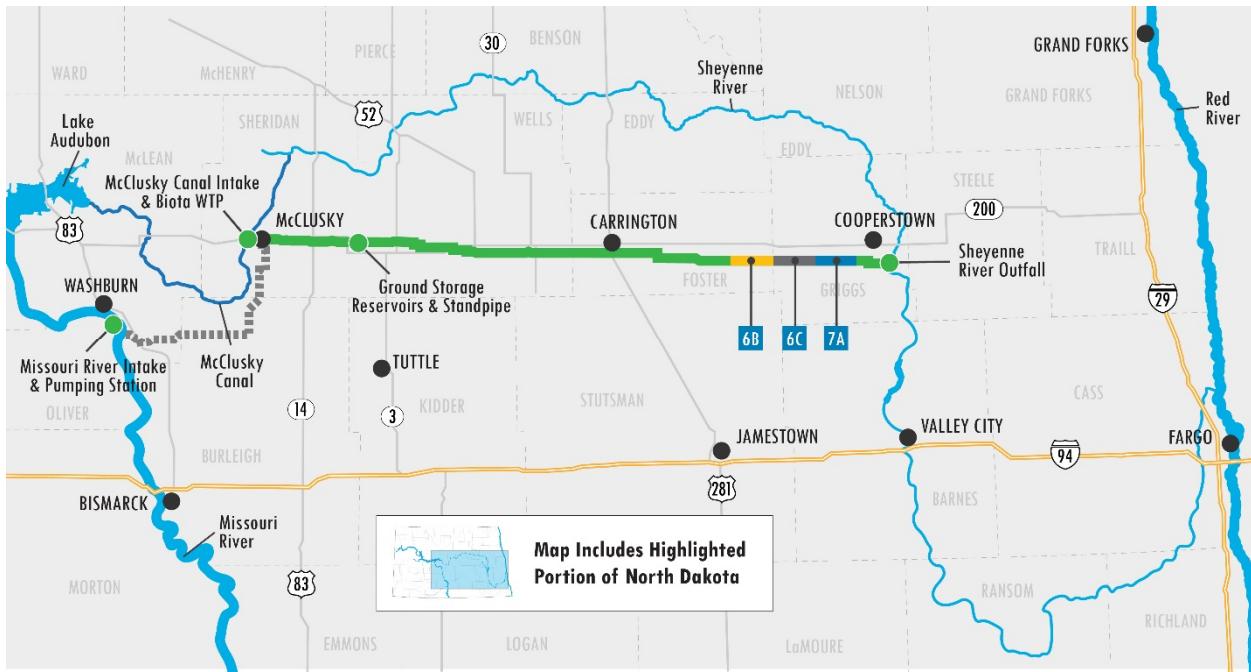


Figure 1 – Map of Transmission Pipeline Contracts

3. Having held a bid letting for the three segments in October 2025 and made the award of each, Carstensen Contracting, Inc. (Carstensen, General Contractor, GC) of Dell Rapids, SD will be the general contractor for all three segments. Contracts 6B and 6C will be combined and executed as a single project. Carstensen plans to deploy a single pipe installation crew for each segment for a total of three. Resident project representation of engineer is based upon this GC execution plan. Carstensen will use Minger Construction for the trenchless work on Contracts 6B and 6C. Iowa Trenchless will be the trenchless subcontractor to Carstensen on Contract 7A.
4. It is anticipated that the remaining pipeline segment, 7B, designed under Task Order 5371 will be publicly advertised and a bid letting held in 3Q27. The goal would be to have pipe on site and be ready to be installed as early as possible in the summer of 2028, finishing in 2030. Construction phase services for segment 7B are not included here and will require a future authorization.
5. This Task Order includes field services for landowner interface/communication as the construction project will impact cultivated farm ground and pasture. A key focus of field services provided herein will be to monitor the segregation of excavated soil and the restoration of the soil profile to a condition as similar as possible to pre-construction conditions. Engineer will employ a soil scientist to make sure work is progressing according to specification requirements from a soil management perspective.

### III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of construction phase services associated with the Contract Documents that were prepared and bid under Task Orders 5360 and 5371.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the quantities identified 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 and Third-Party Meetings
- Task 3 – Surveying, Field Testing, and Factory Inspection Services
- Task 4 – Engineering Services During Construction
- Task 5 – Construction Observation

**1. Task 1 – Task Order Management and Administration**

This task includes overall project management and administrative services during the construction phase of the project. Specific services to be performed by Engineer are as follows:

- A. Task Order Setup and Work Plan Development. Engineer will develop a Project work plan that includes the scope, schedule, and budget. Engineer will conduct a virtual overall Project kick-off meeting with the team.
- B. Task Order Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination,

and other standard and customary activities required for timely completion of the Work. Engineer will:

- i. Administer the Task Order. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to Owner.
- ii. Manage Subconsultants. Engineer will monitor subconsultant progress, review/approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee subconsultants' performance.
- iii. Assemble Engineering Progress Reports/Invoices. Prepare monthly engineering invoices to coincide with progress reports.
- C. Communication and Coordination. Overall project communications and coordination support during construction will be provided by Engineer. Engineer will utilize Engineer's standard construction management tools to track the status of correspondence, requests for information (RFIs), request for proposals (RFPs), submittals, change orders, potential change orders, claims, field orders, Contractors monthly invoices, permits, etc.

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

Engineer or Engineer's subconsultant will prepare materials for GDCD and, if requested, attend and present Project information at in-person third-party meetings and calls with the following stakeholders:

- A. One joint meeting with the State Engineer and North Dakota State Water Commission,
- B. Three meetings with Griggs County and Foster County Commissioners,
- C. One meeting with Eastman, Sutton, Revere, and Ball Hill Townships.
- D. Two meetings with Northern Plains Electric Cooperative,
- E. Two meetings with Greater Ramsey Water District,
- F. Two meetings with Stutsman Rural Water District,
- G. Two meetings with BEK Communications Cooperative,
- H. One meeting with NODAK Electric Cooperative,
- I. One meeting with Northern Plains Electric Cooperative,
- J. One meeting with MLGC Cooperstown,
- K. One meeting with Otter Tail Power,
- L. One meeting with MidContinent Communications,
- M. One meeting with Dakota Rural Water District, and
- N. Two meetings with Dakota Central Telecommunications.

## 3. Task 3 – Surveying, Field Testing, and Factory Inspection Services

The objective of the Field Services task is to perform miscellaneous on-site field activities to support construction and closeout of Contracts 6B, 6C and 7A.

A. Field Surveying. Engineer will provide the following field surveying services during construction.

- i. Limited Topographic Surveying. Supplemental field surveying will be completed, on an as-needed basis, to precisely define significant surface and drainage features present at the site. Engineer will provide these field surveys to establish horizontal coordinates and vertical elevations of topographic features impacting pipeline installation. Up to four two-day trips and 80 crew hours are budgeted for this task.
- ii. Location Surveys. Engineer will provide field pre-construction layout surveys to establish horizontal coordinates and vertical elevations of structures and utilities. Those services are discussed below – layout and as-built surveying. All other surveying necessary for completion of construction is the responsibility of the Contractors.
  - (a) Layout Surveying. Engineer will provide layout surveying to:
    - (i) Define the location and elevation of the top of the pipeline at 100-foot intervals and at horizontal and vertical points of inflection, and
    - (ii) Locate designated easements at 200-foot intervals.
  - (b) As-Built Surveying. Engineer will survey constructed and installed facilities to record characteristics (x-y-z coordinates) as built by Contractors. Engineer will provide Contractors with a list of data it intends to collect for record documents. Survey information will define the location and elevation of the top of the pipeline at 100-foot intervals, at horizontal and vertical points of inflection, and at valves and other pipeline appurtenances. Top of pipe will be surveyed using a high accuracy mapping-grade global positioning system (GPS) unit prior to trench backfilling.

B. Professional Soil Classification. One of Garrison Diversion's critical success factors for the RRVWSP is landowner relations so an emphasis is placed on restoration of agricultural land impacted by RRVWSP construction. The goal is to restore land affected by construction to as near pre-construction condition as possible. To that end, a North Dakota licensed professional soil classifier was engaged during design to guide the engineering team in development of relevant specifications. A currently registered professional soil classifier in North Dakota will perform this work. The specifications developed in consultation with the professional soil classifier covered construction work from stripping of soil through replacement of soil back into the trench section and re-establishment of a vegetative cover. To make sure Contractors execute the pipeline installation work satisfactorily as it relates to soil management, the professional soil classifier will:

- i. Conduct Soil Identification Training. At project commencement and annually thereafter, plan, organize, and conduct soil identification training for the Project teams. Representatives of the Contractors, Owner, and Engineer will attend so parties understand the requirements of the specifications and Garrison Diversion's

expectations for easement restoration. The concept of Topsoil, Subsoil, and Other Soil will be explained. Simple field techniques and tools will be demonstrated. Natural soil and landscape variability and the limitations of large construction equipment will be discussed. Potential problem areas found along the route will be discussed to reduce potential contamination of Topsoil during the segregation process. Garrison Diversion will dig demonstration pits for the professional soil classifier use for training.

- ii. Complete Periodic Inspections and Quality Review. Upon initiation of field work, the professional soil classifier will work closely with the Contractors to appropriately apply the concepts of Topsoil, Subsoil and Other Soil to the construction process. This will help ensure quality stripping, excavation, and stockpiling of these materials. After soil replacement, the professional soil classifier will evaluate the soil material replacement process in selected areas and recommend appropriate actions for the Contractors to undertake to correct deficiencies, if any. As construction proceeds, it is expected that the professional soil classifier's field input will be reduced and only periodic inspections will be needed. If the Contractors encounter problematic areas, the professional soil classifier will provide guidance through the Engineer.

C. Drone-Based Video Monitoring. Video the construction job site using drone-based video equipment producing videos using a minimum 12-megapixel 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:

- Pre-construction after the Contractors' notice to proceed is issued and no more than one month before field construction activities commence.
- Monthly active construction monitoring consisting of pipeline installation, which is assumed to be 20 months in duration for each segment (not sequential accounting for winter shutdowns). The last collection for this bullet will be at or near substantial completion of the project. (19 videos)
- Post-construction at or near completion of all work when Projects are ready for final payment to document the restoration of disturbed areas.
- Post-Project completion at or near the time of the warranty inspection to document condition of the easement and the effectiveness of Contractors' restoration work.

D. Pipe Manufacturers Site Visits and Inspections. Engineer will visit the pipe fabrication facilities to inspect the pipe, lining, and coating after production.

- Visit the pipe fabrication facilities to inspect pipe manufacturing and the manufacturer's quality assurance / quality control program.
- Inspect and verify coating and lining integrity and thickness prior to shipment.
- Engineering and owner representatives will attend up to two 2-day factory inspections of pipe manufacturers.

E. Corrosion Protection Systems Inspection and Testing. Engineer will provide a corrosion protection system design engineer to verify the installation of the pipe and trenchless crossings' corrosion protection system. As part of those services, Engineer will:

- Provide inspections of the impressed current corrosion protection system for the pipe and the sacrificial anode cathodic protection system for the tunneled crossing casing pipe(s) during construction and installation.
- Provide a final inspection and commissioning of the corrosion protection system. Verify the installed systems are functioning as designed.
- Inspect and test operation and effectiveness of previously installed cathodic protection system on completed pipeline contracts.
- Prepare a report documenting the results of the corrosion protection system testing results of commissioning activities.
- While on site for testing and acceptance activities, train Garrison Diversion staff on design intent, installation and operational requirements, and periodic testing needed to make sure system is functioning properly.
- Participate in the warranty inspection testing and reporting on the system's operation immediately prior to expiration of the Contractors' correction period.

F. Independent Construction Materials Testing. Provide the services of an independent testing laboratory to perform inspections and tests of samples and materials required by the Contract Documents (CDs) (not including tests required of the Contractor). It is assumed that pipe installation will take approximately 52 weeks. During pipe installation, testing lab(s) will make two to three trips per week for each pipeline contract to provide the specified testing. A total of 156 trips per pipeline contract have been budgeted for the work with each trip requiring a half-day's effort.

- Provide laboratory and field testing of aggregate and backfill material.
- Provide laboratory and field testing of concrete, grout, flowable fill, and other cementitious material.
- Review and provide the Owner findings and reports generated by the independent testing laboratories.

G. Independent Welding Verification. Provide the services of an independent welding inspection firm to randomly inspect and test a minimum of 25 percent of pipe joint welds with non-destructive methods. It is assumed here for the purpose of estimating the fee that pipe joints will be 50-ft in length.

H. Field Delineation of Wetlands. Engineer using its consultant will delineate USACE jurisdictional wetlands within the pipeline easement and shown on the CDs for each project. Boundaries of jurisdictional wetlands will be staked by consultant so that Contractors can erect construction fencing or barricades protecting the area as required by the CDs. Engineer will survey and record boundary information corresponding to the fencing erected by the Contractors.

#### 4. Task 4 – Engineering Services During Construction

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

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

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

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

- Notice to proceed: January 2025 for 6B, 6C, and 7A
- Start of field work: May 1, 2026 (no earlier than)
- Complete pipe installation: May 30, 2028
- Achieve Substantial Completion: August 31, 2028
- Projects Complete and Ready for Final Payment: September 30, 2028

If Contractor's schedules are extended for any reason, Engineer will provide services during the extension as Additional Services upon approval of Garrison Diversion. Under these circumstances, Engineer's construction services task order will be amended for the additional services necessary to administer and inspect the Contractors' work over the Contractors' extended schedule. Specific engineering services during construction to be performed by Engineer are as follows:

A. Progress Reporting. Engineer will prepare a digital Project progress report each month there is active construction Work underway (24 reports across the three projects). The progress report will include most, but not all, of the following:

- Executive summary
- Summary of the Contractors' progress
- General condition of the Work
- Critical issues and resolutions/proposed resolutions to such issues
- Cost summary, including project budget status
- Cash flow
- Schedule summary
- Submittals, RFI logs, change request logs, list of potential/accepted scope changes

- A look-ahead schedule for upcoming activities
- Digital progress photographs and videos
- Other issues and concerns

B. Construction Administration Support Services. Engineer and its consultant will administer engineering services during construction, including those activities identified below. Documentation generated during construction will be processed, logged, tracked, reviewed, and posted by Engineer, Owner, and Contractors within a system furnished by Engineer.

- i. Engineer's Staffing During Construction. Engineer will submit the following information to Owner soon after commencement of construction.
  - Field staffing schedule
  - Cash flow projections
  - Standard report formats
- ii. Contractors' Schedule. Determine if Contractors' schedule is consistent with the CDs with emphasis on milestone dates and construction sequencing, as applicable, during construction. Review to verify correct sequencing is incorporated as to road crossing and make sure proposed scheduled complies with township and county requirements. Engineer's review does not include an analysis of Contractors' approach, means, or methods of construction to perform the Work specified in the CDs.
  - (a) Review and comment on the Contractors' initial construction schedule, and
  - (b) Review and comment on updated monthly schedules up to 18 for each construction contract.
- iii. Contractors' Estimates of Monthly Payments. Review the Contractors' initial and updated schedule of estimated monthly payments and advise Owner as to acceptability.
- iv. Contractors' Guarantees, Bonds, Test Reports, and Certificates. Receive guarantees, bonds, and certificates of inspection, tests and approvals, and other documentation that is to be assembled by the Contractors. Review for completeness in accordance with the CDs and transmit to Owner.
- v. Submittals Reviews. Review drawings and other data submitted by the Contractors as required by the CDs. Engineer's review will be for general conformity to the CDs and does not relieve the Contractors of any of his contractual responsibilities. Such reviews do not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. For the purposes of fee development, Engineer assumes Contractors will each submit up to 100 submittals, including both submittals and re-submittals, for review and comment by Engineer. Up to 300 submittals will be processed across the three projects.

- vi. RFPs. Develop and issue RFPs for Owner-requested changes to the design, for changes or modifications resulting from Contractor-submitted RFIs, or for other reasons where additional work or changes to the Work are requested of the Contractors. For the purposes of fee development, Engineer will develop up to four RFPs for each project for pricing and determination of schedule impacts, if any, by Contractors. A total of 12 RFPs is anticipated.
- vii. RFIs, Change Order Requests, and Claims. Engineer will receive and process on behalf of the Owner RFIs, change order requests, and claims submitted by Contractors. Specific services to be provided for each of these types of Contractors' submittals are as follows:
  - (a) RFIs. Interpret CDs when requested by Owner or Contractor. Requests for clarification or information shall be in writing and copies of Engineer's response will be distributed. For the purposes of fee development, Engineer assumes Contractors will submit up to 20 RFIs for each project for review/response by Engineer. Up to 60 RFIs are anticipated.
  - (b) Change Order Requests and Change Orders. Review Owner- or Contractor-initiated requests for Project changes. For the purposes of fee development, Engineer assumes Contractors will submit up to 10 change order requests for each project for Engineer to review and provide responses. Of the change order requests submitted, Engineer will prepare on behalf of the Owner up to five formal change orders for each project assembled from approved change order requests (up to 15 total change orders). Change order requests' review and change order processing will involve the following:
    - Review of documentation against requirements of the CDs,
    - Preparation of necessary additional documentation,
    - Evaluation of cost and scheduling,
    - Review of requests for extensions of Contract Time, if any,
    - Owner negotiation assistance for the purpose of obtaining a fair price for the additional Work from Contractors or for obtaining an equitable deduction for work removed from the Contract,
    - Submittal of an acceptance/rejection recommendation to Owner, and
    - Preparation and processing of the formal change order.
  - (c) Claims. Act on claims of Owner and the Contractors relating to the acceptability of the Work or the interpretation of the requirements of the CDs. For the purposes of fee development, Engineer assumes Contractors will submit up to two claims for each project for review and response by Engineer for a total of up to six claims
- viii. Field Orders. Prepare Field Orders to incorporate changes to the Work or new work added into the CDs by Owner or Contractor. For the purposes of fee development,

Engineer will prepare up to 15 field orders for each project for implementation by Contractor for a total of up to 45 field orders.

- ix. Contractors Pay Requests. Review and process the Contractors' monthly payment request (also known as an application for payment), and forward to Owner, if appropriate. Engineer's review will be for the purpose of making a full independent mathematical check of the Contractors' payment request. Engineer is responsible for verifying the quantities of work completed and the amount of stored material, which are the basis of the Contractors' payment request. For the purposes of fee development, Engineer will process up to 20 pay requests for each project submitted by Contractors for a total of up to 60 pay requests.
- x. Funding Agency Submittals. Assist Owner in completing forms for funding agency partial payment requests and for the final payment request.
- xi. Lien Releases. Assist Owner in securing lien releases from the Contractors for its subcontractors, suppliers, manufacturers, etc. prior to final payment. Lien release waivers will be required when the value of the services provided, material furnished, equipment manufactured, etc. exceeds 1 percent of the Contract Amount. Owner reserves the right to require other lien releases for its convenience and protection if requested of the Contractor.
- xii. Consent of Surety to Final Payment. Assist Owner in applying for Surety's consent to final payment.
- xiii. Conformed to Construction Records Drawings. Upon completion of the Project, update Issued for Construction drawings to reflect changes made, if any, to drawing content. A unique sheet number will identify each drawing. The following will be furnished to the Owner:
  - Native drawing files in AutoCAD Civil 3D or REVIT format, as applicable,
  - Compiled and bookmarked pdf file of the Conformed-to-Construction Records drawing set,
  - Hardcopy drawing sets, and
  - A hardcopy Mylar set suitable for long-term storage and archiving.

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

- C. Field Support Services. Engineer and its consultant will provide field support services during periods of active construction, including those activities and services identified below.
  - i. Construction Progress Meetings and Site Visits. Engineer's project manager and/or project engineer will periodically visit the construction site to observe progress of the Work and to consult with the Owner and Contractors during active construction

periods. Up to six periodic site visits will be made by Engineer's offsite personnel. Engineer will observe Work progress and quality advising Owner and Contractors of problems or deficiencies observed, if any. A total of 60 in-person meetings and associated site visits for each project are included. Meetings are assumed to occur on a bi-weekly basis during active pipe installation.

- ii. Discipline-Specific Site Visits. Project design team personnel with applicable areas of responsibility will visit the site to observe construction and to confer with Owner and Contractor. Visits to the construction site will be appropriate for Work underway. Up to 6 site visits for each project by Engineer's specialty office staff are anticipated during construction for a total of up to 18 site visits.
- iii. Digital Photographic and Video Documentation. Assemble a digital photographic and video record of the Project's construction, including the following:
  - (a) Pre-construction Photographs. Take digital photographs of the construction site prior to the beginning of Work to assist in defining the original condition of existing physical features. The subject matter of photographs will include, but not be limited to, pavement, trees, ditches, fences, sidewalks, buildings, and structures, as applicable, that are located within and near (within 100 feet property lines or easements) proposed construction.
  - (b) Monthly Photographs. Engineer will provide digital photographs each month to document construction progress. Photographs will show views of construction progress and elements that will be covered by subsequent construction.
  - (c) Video Documentation. Engineer will record digital videos to document existing conditions and construction progress.
- iv. Punch List. Upon Contractors' written request for a certificate of substantial completion, inspect the construction Work and prepare a punch list of those items to be completed or corrected before final completion of the Work. Submit results of the inspection to Owner and Contractors. Engineer will conduct the 8-hour Substantial Completion inspection for each project.
- v. Final Inspection. Upon completion or correction of the items of Work on the punch list, conduct a final inspection to determine if the Work is complete. Provide a written recommendation to Owner concerning final payment, including a list of items, if any, that Contractors must complete prior to Owner making such payment. Engineer will conduct the 8-hour Final Completion inspection for each project.
- vi. Warranty Inspection. Approximately 11 months after Final Completion during the CDs' correction period complete a warranty inspection of the Work. Provide a written report to Owner of deficient items that Contractors must address in accordance with the warranty provisions of the CDs. Engineer will conduct an 8-hour warranty

inspection for each project. Inspect and re-test the cathodic protection system; prepare report documenting the results of the cathodic protection system testing.

## 5. Task 5 – Construction Observation

Engineer will furnish full-time field construction observation management, field engineering, Resident Project Representation (RPRs), and office administration during periods of active pipeline installation and trenchless construction. Full-time staffing will not be provided for easement restoration and final cleanup if these efforts are undertaken after pipe installation is complete.

RPRs will be responsible for observing, inspecting, and documenting construction of each of the projects. RPRs will be present at the Work sites during active construction.

Engineer's construction observation field staff positions and organization are shown in Figure 2 below:

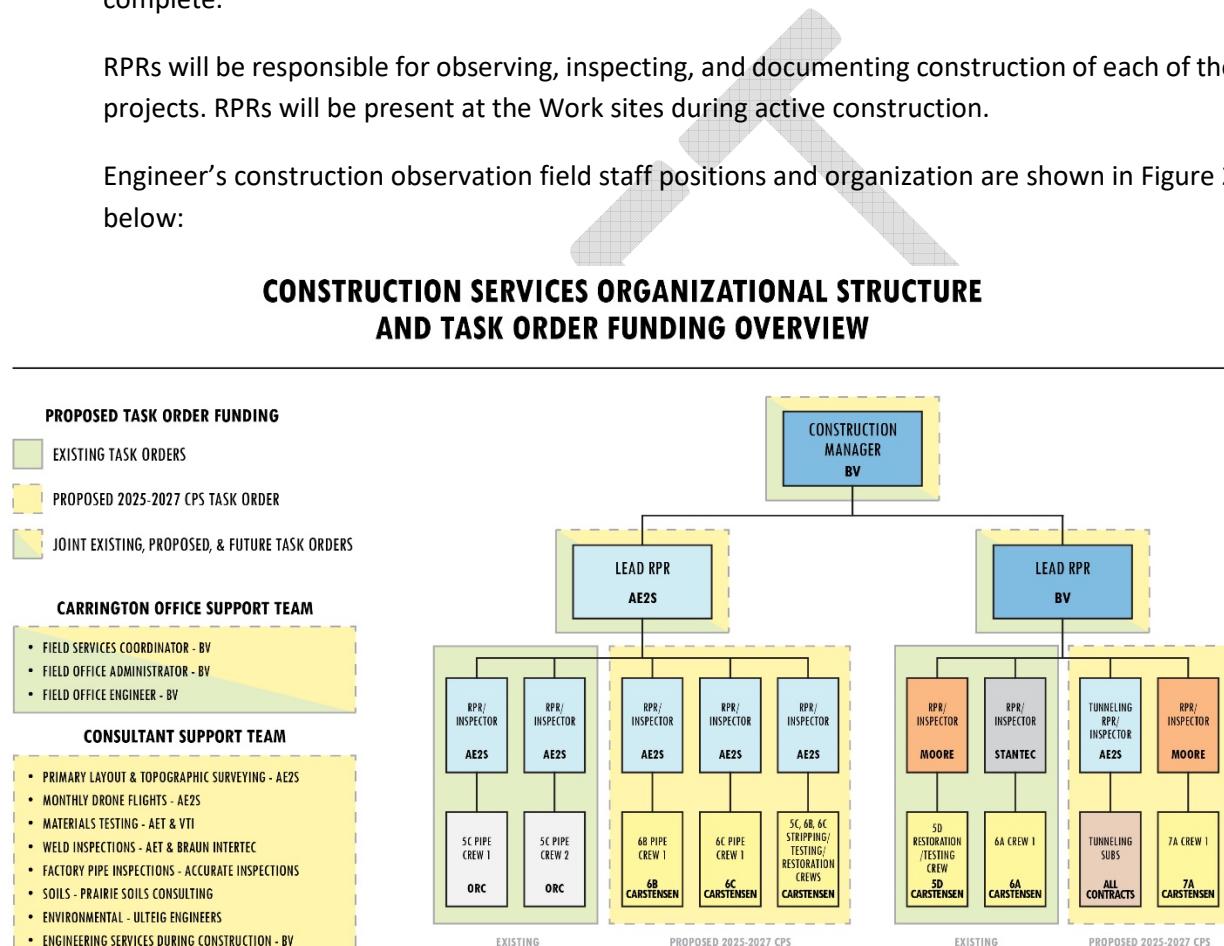


Figure 2 – Construction Observation Field Staffing and Organization

A construction schedule for completion of the work based upon the Contact Times included in the CDs was assumed for the development of Engineer's fee. Based on the anticipated construction schedule, the RPR level of effort assumptions are:

- Pipeline Installation: To cost this scope of work and associated level of effort, it was assumed that up to 24-miles of pipeline across the three contracts will require 52 weeks of full-time RPR services for installation of the pipeline and 26 weeks of full-time RPR services for achieving Substantial Completion testing and restoration of the easement. It is further assumed that Contractor will utilize one pipeline crew per segment during each

construction season. Two lead RPRs and five supporting RPRs will be on site for both projects at 50 hours per week in May, 70 hours per week from June through October, and again 50 hours per week in November. No work is anticipated from December through April. A reduced staff (one RPR without a lead RPR per project) will provide observation during testing, ancillary systems buildout, easement restoration, and cleanup activities in 2028. These services are estimated to require 60 hours per week.

- **Tunnel Shaft Construction:** To cost this scope of work and associated level of effort, it is assumed that the construction and removal of tunnel shafts (working and receiving) will require 52 weeks of full-time RPR services. It is assumed that an RPR will be on site six days per week at an average of 10 hours per day for 22 weeks of each season and 50 hours per week for the preceding 4 and subsequent 4 weeks.
- **Tunneling Operation:** To cost this scope of work and associated level of effort, it is assumed that the tunneling operation will require 10 hours per day, six day per week RPR services for 36 weeks of trenchless work. Six trenchless crossings are included in the three projects.

Specific services performed by the RPRs will be as follows:

- A. **Site Observations and Liaison with Owner and Contractors.** Duties include the following:
  - i. Conduct on-site observations of the general progress of the Work to assist Engineer in determining if the Work is proceeding in accordance with the CDs.
  - ii. Serve as Engineer's liaison with the Contractors working principally through the Contractors' superintendent assisting Engineer in providing interpretations of the CDs.
  - iii. Assist Engineer in serving as Owner's liaison with the Contractors when the Contractors' operations affect Owner's or landowner's on-site operations.
  - iv. As requested by Engineer, assist in obtaining from Owner additional details or information when required at the jobsite for proper execution of the Work.
  - v. Report to Engineer giving opinions and suggestions based on the RPR's observations regarding defects or deficiencies in the Contractors' work and relating to compliance with drawings, specifications, and design concepts.
  - vi. Advise Engineer and the Contractors or their superintendent immediately of the commencement of any work requiring a submittal or sample submission if the submission has not been accepted by Engineer.
  - vii. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction related activities.
  - viii. Observe pertinent site conditions when the Contractors maintains that differing subsurface and physical conditions have been encountered, document actual site

conditions. Review and analyze Contractors' claims for differing subsurface and physical conditions.

- ix. Verify that the Contractors have contacted landowners and utilities in the general construction area and advised them of Contractors' schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with Owner's activities.
- x. Establish and furnish the Contractors with necessary baselines and control points, which will be used as datum for the Work.
- xi. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the CDs and accepted submittals.
- xii. Coordinate on-site materials testing services during construction. Copies of testing results will be forwarded to Owner and Engineer for review and information.
- xiii. Observe field tests of equipment, structures, and piping and review the resulting reports commenting to Engineer, as appropriate.
- xiv. Outside Liaison. Accompany visiting inspectors representing public or other agencies having authority over the Project. Record the names of the inspectors and the results of the inspections and report to Engineer.

B. Meetings, Reports, and Document Review and Maintenance. Duties include the following:

- i. Attend the preconstruction conference, and assist Engineer in explaining administrative procedures, which will be followed during construction.
- ii. Schedule and attend monthly progress meetings, and other meetings with Owner and the Contractor, when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the Project.
- iii. Submit to Engineer, with a copy to Owner, daily reports and periodic construction progress reports containing a summary of the Contractors' progress, general condition of the Work, problems, and resolutions or proposed resolutions to problems.
- iv. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.
- v. Report to Engineer regarding Work which is known to be defective, or which fails any required inspection, test, or approval, or has been damaged prior to final payment; advise Engineer whether the Work should be corrected or rejected, should be uncovered for observation, or require special testing, inspection, or approval.

- vi. Review Contractors' payment requests with the Contractors for compliance with the established procedure for their submission and forward them with recommendations to Engineer noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered to the site but not incorporated into the Work.
- vii. Record date of receipt of approved submittals and samples. Receive samples (when they are received at the site by the Contractor) and notify Engineer of their availability for examination.
- viii. During the Work, verify that specified certificates, operation and maintenance (O&M) manuals, and other data required to be assembled and furnished by the Contractors are applicable to the items installed; deliver RPR's field files to Engineer for his review and forward to Owner prior to final acceptance of the Work.
- ix. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a primary set of documents conforming to construction records will be produced.
- x. Review certificates of inspections, tests, and related approvals submitted by the Contractors as required by laws, rules, regulations, ordinances, codes, orders, or the CDs, but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the CDs. This service is limited to a review of items submitted by the Contractors and does not extend to a determination of whether the Contractors has complied with all legal requirements.
- xi. Maintain the following documents:
  - Correspondence files
  - Reports of jobsite conferences, meetings, and discussions among Engineer, Owner, and Contractor
  - Submittals, shop drawings, and samples
  - Reproductions of original CDs
  - Addenda
  - RFIs
  - RFPs
  - Change order requests
  - Change orders
  - Field orders
  - Additional drawings issued after execution of the CDs
  - Progress reports
  - Names, addresses, and telephone numbers of contractors, subcontractors, and major suppliers of material and equipment

- A diary or logbook of events observed by the RPR at the jobsite, which will remain the property of Engineer, including the following information:
  - Days the Contractors worked on the jobsite
  - Contractors' and subcontractors' personnel on jobsite
  - Construction equipment on the job site
  - Observed delays and causes
  - Weather conditions
  - Data related to claims for extras or deductions
  - Daily activities
  - Observations pertaining to the progress of the Work
  - Materials received on the jobsite

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

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

## V. SPECIAL SERVICES

There are no special services included as part of this scope.

## VI. DELIVERABLES

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

1. Task 1 – Task Order Management and Administration
  - A. Construction services work plan, including resident project representation.
  - B. Monthly engineering invoices and progress reports
2. Task 2 – Special and Third-Party Meetings
  - A. Project information for presentation/handout during stakeholder meetings
3. Task 3 – Field and Factory Services
  - A. Webcam video access for facility projects
  - B. Aerial videos of site
  - C. Soil investigation report

- D. Manufactured pipe inspection report
- E. Cathodic protection inspection report

4. Task 4 – Engineering Services During Construction

- A. Monthly progress reports (digital reports)
- B. Construction Administration Support Services
  - i. Engineering staffing report
  - ii. Contractors' initial and monthly schedule update review comments
  - iii. Contractors' schedule of payment review comments
  - iv. Submittal review comments
  - v. Review and process RFPs
  - vi. Process RFIs and prepare responses
  - vii. Review and process change order requests; prepare formal change orders
  - viii. Review and process claims
  - ix. Review and process field orders
  - x. Review and process Contractors' pay requests
  - xi. Assist with funding agency submittal forms
  - xii. Review and process lien releases
  - xiii. Assist with securing consent of surety to final payment Prepare
  - xiv. Conformed to Construction Record Drawings (two hard copies, one Mylar copy, electronic pdf files, native drawing files (AutoCAD Civil 3D or REVIT format))
- D. Field Support Services
  - i. Preconstruction meeting agenda (MS Outlook meeting invitations) and notes (electronic pdf files), as warranted
  - ii. Photos of progress and pre-construction (jpeg files provided on USB drive)
  - iii. Video documentation (mpg files provided on USB drive)
  - iv. Substantial Completion inspection and punch list
  - v. Final payment recommendation
  - vi. Warranty inspection report

5. Task 5 – Resident Project Representative Services

- A. Daily reports and periodic summary construction progress reports (electronic pdf files)

## VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer's scope

of work, an amendment to this Task Order or execution of a separate Task Order with the new work will be necessary. The following items are specifically excluded from Basic and Special Services:

1. Construction administration and resident project representation for any period exceeding the construction duration(s) specified in the CDs.
2. Observation of Contractors' efforts by the RPR undertaken on Sundays or client-observed holidays.
3. Extended overtime work schedules (efforts that exceed the budget assumptions made in this task order) as originally scheduled by Contractors at commencement of construction or subsequently implemented by Contractors with Owner concurrence to regain schedule.
4. There are no known hazardous materials or hazardous environmental site conditions along the pipeline alignment. If any hazardous conditions are encountered during pipeline installation, professional services necessary are considered additional services.

### **VIII. SPECIAL RESPONSIBILITIES OF OWNER**

1. Lead landowner communication and coordination efforts with assistance provided by Engineer, as requested.
2. Coordinate with and inform regulatory and permitting agencies, as applicable, of construction initiation and progress.
3. Dig demonstration pits for professional soil classifier as noted earlier in this Task Order.

### **IX. FEE**

The total fee for Basic Services provided under this Task Order is Seventeen Million One Hundred Twenty-Five Thousand Dollars (\$17,125,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

### **X. PERFORMANCE SCHEDULE**

Basic and Special Services of this Task Order will be completed by 2028 coinciding with the completion dates of each project, provided a notice to proceed is issued to the Contractors no later than 1Q26. Warranty services must be completed prior to expiration of the Contractors' 1-year correction period.

### **XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS**

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

**XII. ACCEPTANCE**

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

By: \_\_\_\_\_

Duane DeKrey, General Manager  
Garrison Diversion Conservancy District

Dated: \_\_\_\_\_

By: \_\_\_\_\_

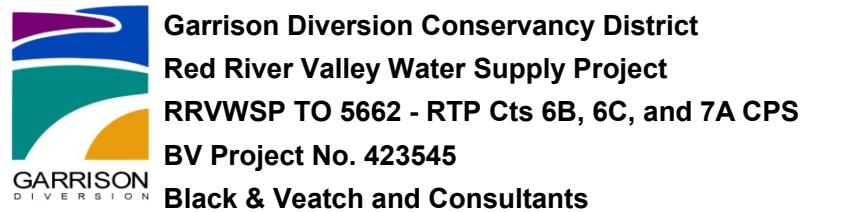
Paul Boersma, Vice President  
Black & Veatch Corporation

Dated: \_\_\_\_\_

A large, faint, stylized watermark reading "DRAFT" is positioned in the center of the page. The letters are composed of a grid pattern, giving them a textured appearance. The "D" is on the left, "R" is in the middle, "A" is on the right, and "F" is at the top right.

**ATTACHMENT A**

**Fee Estimate Worksheets**



Task	Lead Firm	Task Description	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail	
				Principal	Project Manager Senior	Engineering Manager	Technical Expert	Design Engineer Senior	Design Engineer Senior	Design Engineer Senior	Design Engineer 1	Design Engineer 2	Design Engineer 3	Design Engineer 4	Staff Engineer 1	Staff Engineer 2	CAD Technician 1	CAD Technician 2	Construction Manager 1	Construction Manager 2	Resident Project Rep 2	Construction Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 2	BV Level of Effort (hrs)	BV Labor Cost
<b>IV. BASIC SERVICES</b>																													
1		Task Order Management and Administration	168	684	216	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	236	472	224	200	90	2,290	\$549,434	
		<b>CONTRACT 6B</b>																									0	\$0	
A	BV	Task Order Setup and Work Plan Development	20	72	32																	20	40	8	8	30	230	\$59,382	
B	BV	Task Order Management																								0	\$0		
i	BV	Administer the Task Order (2t, 3d, 1p)																				72	72		64		208	\$35,352	
ii	BV	Manage Subconsultants	12	80	40																					72		204	\$53,396
iii	BV	Assemble Engineering Progress Reports/Invoices	12	36																						72		120	\$25,272
C	BV	Communication and Coordination	12	40																						52	\$17,316		
		<b>CONTRACT 6C</b>																								0	\$0		
A	BV	Task Order Setup and Work Plan Development	20	72	32																					30	154	\$48,022	
B	BV	Task Order Management																								0	\$0		
i	BV	Administer the Task Order (2t, 3d, 1p)																				72	72				144	\$20,952	
ii	BV	Manage Subconsultants	12	80	40																				72	64	268	\$67,796	
iii	BV	Assemble Engineering Progress Reports/Invoices	12	36																		72				120	\$25,272		
C	BV	Communication and Coordination	12	40																					52	\$17,316			
		<b>CONTRACT 7A</b>																							0	\$0			
A	BV	Task Order Setup and Work Plan Development	20	72	32																				30	154	\$48,022		
B	BV	Task Order Management																							0	\$0			
i	BV	Administer the Task Order (2t, 3d, 1p)																			72	72				144	\$20,952		
ii	BV	Manage Subconsultants	12	80	40																72	64				268	\$67,796		
iii	BV	Assemble Engineering Progress Reports/Invoices	12	36																	72				120	\$25,272			
C	BV	Communication and Coordination	12	40																					52	\$17,316			
2		Special and Third-Party Meetings	0	18	56	0	0	0	0	0	0	0	0	0	56	0	0	0	0	0	0	0	0	0	0	0	130	\$32,482	
A	BV	State Engineer and ND State Water Commission (1)			2	4									4											10	\$2,558		
B	BV	Foster and Griggs County Commissioners (3)			2	8									8											18	\$4,450		
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)			3	8									8											19	\$4,783		
D	BV	Nothern Plains Electric Cooperative (2)			1	4									4											9	\$2,225		
E	BV	Greater Ramsey Water District (2)			1	8									8											17	\$4,117		
F	BV	Stutsman Rural Water District (2)			1	4									4											9	\$2,225		
G	BV	BEK Communications Cooperative (2)			1	4									4											9	\$2,225		
H	BV	NODAK Electric Cooperative (1)			1	2									2											5	\$1,279		
I	BV	Northern Plains Electric Cooperative (1)			1	2									2											5	\$1,279		
J	BV	MLGC Coopertown (1)			1	2									2											5	\$1,279		
K	BV	Otter Tail Power (1)			1	2									2											5	\$1,279		
L	BV	MidContinent Communications (1)			1	2									2											5	\$1,279		
M	BV	Dakota Rural Water District (1)			1	2									2											5	\$1,279		
N	BV	Dakota Central Telecommunications (2)			1	4									4											9	\$2,225		
3		Surveying, Field Testing, & Factory Insp Svrs	0	87	204	102	0	429	0	0	18	120	576	0	0	0	0	0	0	0	0	0	0	0	0	1,536	\$356,874		

Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
			Principal	Project Manager Senior	Engineering Manager	Technical Expert	Design Engineer Senior	Design Engineer Senior	Design Engineer 1	Design Engineer 2	Design Engineer 3	Design Engineer 4	Staff Engineer 1	Staff Engineer 2	CAD Technician 1	CAD Technician 2	Construction Manager 1	Construction Manager 2	Resident Project Rep 2	Construction Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 2	BV Level of Effort (hrs)	BV Labor Cost
		Task Description																									
		CONTRACT 6B																								0	\$0
A	AE2S	Field Surveying																								0	\$0
i	AE2S	Limited Topographic Surveying			1	2																			3	\$949	
ii	AE2S	Location Surveys																							0	\$0	
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)			1	2																			11	\$3,101	
(b)	AE2S	As-Built Surveying			1	2																			7	\$2,025	
B	PSC	Professional Soil Classification																							0	\$0	
i	PSC	Conduct Soil Identification Training (2 sessions)			2	2																			5	\$1,551	
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)			2	2																			14	\$3,972	
C	AE2S	Drone-Based Video Monitoring																							6	\$1,176	
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)			4	8	2																		18	\$5,354	
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)			2	10																			112	\$24,566	
F	AET	Independent Construction Materials Testing			8	16																			116	\$26,100	
G	AET	Independent Welding Verification			4	12	32																		140	\$31,248	
H	Ulteig	Field Delineation of Wetlands and Consultation			4	12																			80	\$18,916	
		CONTRACT 6C																							0	\$0	
A	AE2S	Field Surveying																							0	\$0	
i	AE2S	Limited Topographic Surveying			1	2																			3	\$949	
ii	AE2S	Location Surveys																							0	\$0	
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)			1	2																			11	\$3,101	
(b)	AE2S	As-Built Surveying			1	2																			7	\$2,025	
B	PSC	Professional Soil Classification																							0	\$0	
i	PSC	Conduct Soil Identification Training (2 sessions)			2	2																			5	\$1,551	
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)			2	2																			14	\$3,972	
C	AE2S	Drone-Based Video Monitoring																							6	\$1,176	
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)			4	8	2																		18	\$5,354	
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)			2	10																			112	\$24,566	
F	AET	Independent Construction Materials Testing			8	16																			116	\$26,100	
G	AET	Independent Welding Verification			4	12	32																		140	\$31,248	
H	Ulteig	Field Delineation of Wetlands and Consultation			4	12																			80	\$18,916	
		CONTRACT 7A																							0	\$0	
A	AE2S	Field Surveying																							0	\$0	
i	AE2S	Limited Topographic Surveying			1	2																			3	\$949	
ii	AE2S	Location Surveys																							0	\$0	
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)			1	2																			11	\$3,101	
(b)	AE2S	As-Built Surveying			1	2																			7	\$2,025	
B	PSC	Professional Soil Classification																							0	\$0	
i	PSC	Conduct Soil Identification Training (2 sessions)			2	2																			5	\$1,551	
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)			2	2																			14	\$3,972	
C	AE2S	Drone-Based Video Monitoring																							6	\$1,176	
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)			4	8	2																		18	\$5,354	
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)			2	10																			112	\$24,566	
F	AET	Independent Construction Materials Testing			8	16																			116	\$26,100	
G	AET	Independent Welding Verification			4	12	32																		140	\$31,248	
H	Ulteig	Field Delineation of Wetlands and Consultation			4	12																			80	\$18,916	
<b>4</b>	<b>Engineering Services During Construction</b>	<b>252</b>	<b>1,143</b>	<b>1,812</b>	<b>0</b>	<b>396</b>	<b>0</b>	<b>540</b>	<b>1,050</b>	<b>840</b>	<b>840</b>	<b>0</b>	<b>720</b>	<b>72</b>	<b>360</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>288</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>8,385</b>	<b>\$2,028,855</b>	

Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
			Principal	Project Manager Senior	Engineering Manager	Technical Expert	Design Engineer Senior	Design Engineer Senior	Design Engineer Senior	Design Engineer 1	Design Engineer 2	Design Engineer 3	Design Engineer 4	Staff Engineer 1	Staff Engineer 2	CAD Technician 1	CAD Technician 2	Construction Manager 1	Construction Manager 2	Resident Project Rep 2	Construction Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 2	BV Level of Effort (hrs)
		Task Description																									
		CONTRACT 6B																								0	\$0
A	BV	Monthly Progress Reports (24)	12	24	24																					84	\$22,860
B	BV	Construction Administration Support Services																								0	\$0
i	BV	Engineer's Staffing During Construction		20																						20	\$6,660
ii	BV	Contractor's Schedule																								0	\$0
(a)	BV	Initial Construction Schedule Review		4	8		16																		24		
(b)	BV	Monthly Construction Schedule Reviews (18)		9	18																				72		
iii	BV	Contractor's Estimate of Monthly Payments		4	8																				12	\$3,796	
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs			4		16																		20	\$5,536	
v	BV	Submittal Reviews (100)		16	40		100		100	240	240	240	240												1,216	\$246,488	
vi	BV	RFPs (4)			8	16																			24	\$7,592	
vii	BV	RFIs, Change Order Requests, and Claims																								0	\$0
(a)	BV	RFIs (20)			10	40																			50	\$15,650	
(b)	BV	Change Order Requests & Change Orders (10/5)	16	40	120																				176	\$55,608	
(c)	BV	Claims (2)		40	120	80																			240	\$77,920	
viii	BV	Field Orders (15)			8	30																			68	\$17,784	
ix	BV	Contractor Pay Requests (20)		20	20																				40	\$12,820	
x	BV	Funding Agency Submittals			8																				8	\$2,664	
xi	BV	Lien Releases				8																			8	\$2,464	
xii	BV	Consent Of Surety to Final Payment			2	8																			10	\$3,130	
xiii	BV	Conformed to Construction Records Drawings			4	16											24	120							164	\$27,668	
C	BV	Field Support Services																								0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	16	72	104																				192	\$61,336	
ii	BV	Discipline-Specific Site Visits (6)		6	12				80	80	40	40													258	\$57,334	
iii	BV	Digital Photographic and Video Documentation																							0	\$0	
(a)	BV	Pre-Construction Photographs				4																			4	\$1,232	
(b)	BV	Monthly Photographs				16																			16	\$4,928	
(c)	BV	Video Documentation				4																			4	\$1,232	
iv	BV	Punch List		2	8																				10	\$3,130	
v	BV	Final Inspection			2	8																			10	\$3,130	
vi	BV	Warranty Inspection			2	8																			10	\$3,130	
		CONTRACT 6C																							0	\$0	
A	BV	Monthly Progress Reports (24)	12	24	24																				84	\$22,860	
B	BV	Construction Administration Support Services																							0	\$0	
i	BV	Engineer's Staffing During Construction		20																					20	\$6,660	
ii	BV	Contractor's Schedule																							0	\$0	
(a)	BV	Initial Construction Schedule Review		4	8		16																	24		52	\$11,988
(b)	BV	Monthly Construction Schedule Reviews (28)		9	18																			72		99	\$20,205
iii	BV	Contractor's Estimate of Monthly Payments		4	8																				12	\$3,796	
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs			4		16																		20	\$5,536	
v	BV	Submittal Reviews (100)		16	40		100		100	240	240	240	240												1,216	\$246,488	
vi	BV	RFPs (4)			8	16																			24	\$7,592	
vii	BV	RFIs, Change Order Requests, and Claims																							0	\$0	
(a)	BV	RFIs (20)			10	40																		50	\$15,650		
(b)	BV	Change Order Requests & Change Orders (10/5)	16	40	120																			176	\$55,608		
(c)	BV	Claims (2)		40	120	80																		240	\$77,920		

Task	Lead Firm	Task Description	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
				Principal	Project Manager Senior	Engineering Manager	Technical Expert	Design Engineer Senior	Design Engineer Senior	Design Engineer Senior	Design Engineer 1	Design Engineer 2	Design Engineer 3	Design Engineer 4	Staff Engineer 1	Staff Engineer 2	CAD Technician 1	CAD Technician 2	Construction Manager 1	Construction Manager 2	Resident Project Rep 2	Construction Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 2	BV Level of Effort (hrs)
viii	BV	Field Orders (15)			8	30																					68	\$17,784
ix	BV	Contractor Pay Requests (20)			20	20																					40	\$12,820
x	BV	Funding Agency Submittals			8																						8	\$2,664
xi	BV	Lien Releases				8																					8	\$2,464
xii	BV	Consent Of Surety to Final Payment			2	8																					10	\$3,130
xiii	BV	Conformed to Construction Records Drawings			4	16												24	120								164	\$27,668
C	BV	Field Support Services																									0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	16	72	104																						192	\$61,336
ii	BV	Discipline-Specific Site Visits (6)		6	12					80	80	40	40														258	\$57,334
iii	BV	Digital Photographic and Video Documentation																									0	\$0
(a)	BV	Pre-Construction Photographs				4																					4	\$1,232
(b)	BV	Monthly Photographs				16																					16	\$4,928
(c)	BV	Video Documentation				4																					4	\$1,232
iv	BV	Punch List			2	8																					10	\$3,130
v	BV	Final Inspection			2	8																					10	\$3,130
vi	BV	Warranty Inspection			2	8																					10	\$3,130
		<b>CONTRACT 7A</b>																									0	\$0
A	BV	Monthly Progress Reports (24)	12	24	24																						24	
B	BV	Construction Administration Support Services																									0	\$0
i	BV	Engineer's Staffing During Construction		20																							20	\$6,660
ii	BV	Contractor's Schedule																									0	\$0
(a)	BV	Initial Construction Schedule Review		4	8	16																					52	\$11,988
(b)	BV	Monthly Construction Schedule Reviews (28)		9	18																						99	\$20,205
iii	BV	Contractor's Estimate of Monthly Payments		4	8																						12	\$3,796
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs			4	16																					20	\$5,536
v	BV	Submittal Reviews (100)	16	40	100		100	240	240	240	240															1,216	\$246,488	
vi	BV	RFPs (4)		8	16																						24	\$7,592
vii	BV	RFIs, Change Order Requests, and Claims																									0	\$0
(a)	BV	RFIs (20)		10	40																						50	\$15,650
(b)	BV	Change Order Requests & Change Orders (10/5)	16	40	120																						176	\$55,608
(c)	BV	Claims (2)		40	120	80																					240	\$77,920
viii	BV	Field Orders (15)			8	30			30																		68	\$17,784
ix	BV	Contractor Pay Requests (40)		20	20																						40	\$12,820
x	BV	Funding Agency Submittals		8																							8	\$2,664
xi	BV	Lien Releases				8																					8	\$2,464
xii	BV	Consent Of Surety to Final Payment		2	8																						10	\$3,130
xiii	BV	Conformed to Construction Records Drawings		4	16												24	120									164	\$27,668
C	BV	Field Support Services																									0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	16	72	104																						192	\$61,336
ii	BV	Discipline-Specific Site Visits (6)		6	12			80	80	40	40																258	\$57,334
iii	BV	Digital Photographic and Video Documentation																									0	\$0
(a)	BV	Pre-Construction Photographs			4																						4	\$1,232
(b)	BV	Monthly Photographs			16																						16	\$4,928
(c)	BV	Video Documentation			4																						4	\$1,232
iv	BV	Punch List			2	8																					10	\$3,130
v	BV	Final Inspection			2	8																						

Task	Lead Firm	Task Description	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
			Principal	Project Manager Senior	Engineering Manager	Technical Expert	Design Engineer Senior	Design Engineer Senior	Design Engineer 1	Design Engineer 2	Design Engineer 3	Design Engineer 4	Staff Engineer 1	Staff Engineer 2	CAD Technician 1	CAD Technician 2	Construction Manager 1	Construction Manager 2	Resident Project Rep 2	Construction Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 2	BV Level of Effort (hrs)	BV Labor Cost	
vi	BV	Warranty Inspection		2	8																					10	\$3,130	
5		Construction Observation	40	40	40	0	0	0	0	0	0	2,770	0	2,730	0	0	0	590	6,050	4,960	4,370	0	0	0	0	0	21,590	\$4,507,940
		OVERALL																								0	\$0	
A	BV	Construction Field Staff (36 months; shared w/ other TOs)										2,730		2,730				550	6,010	4,920	4,370						21,310	\$4,430,260
B	BV	Construction Summit	40	40	40							40					40	40	40							280	\$77,680	
		CONTRACT 6B																								0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								0	\$0	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)																								0	\$0	
C	BV	Meetings, Rts, & Doc Review and Maintenance																								0	\$0	
D	BV	Assistance in Certification of Substantial Completion																								0	\$0	
		CONTRACT 6C																								0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								0	\$0	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)																								0	\$0	
C	BV	Meetings, Rts, & Doc Review and Maintenance																								0	\$0	
D	BV	Assistance in Certification of Substantial Completion																								0	\$0	
		CONTRACT 7A																								0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								0	\$0	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)																								0	\$0	
C	BV	Meetings, Rts, & Doc Review and Maintenance																								0	\$0	
D	BV	Assistance in Certification of Substantial Completion																								0	\$0	
Totals For Basic Services		460	1,972	2,328	102	396	429	540	1,050	3,628	960	3,362	720	72	360	590	6,050	4,960	4,370	524	472	296	200	90	33,931	\$7,475,585		
PROJECT TOTALS		460	1,972	2,328	102	396	429	540	1,050	3,628	960	3,362	720	72	360	590	6,050	4,960	4,370	524	472	296	200	90	33,931	\$7,475,585		



Task	Lead Firm	Position	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
			Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
<b>IV. BASIC SERVICES</b>																				
1		Task Order Management and Administration	\$20,976	\$16,041	\$1,500	524	\$123,120	\$6,159	0	\$0	\$0	0	\$0	\$0	\$11,400	\$179,196	2,290	\$549,434	\$179,196	\$728,630
		CONTRACT 6B	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$2,107	\$6,041	\$500	53	\$11,895	\$595	0	\$0	\$0		\$0	\$0		\$21,138	230	\$59,382	\$21,138	\$80,520
B	BV	Task Order Management	\$0			102	\$25,794	\$1,290	0	\$0	\$0		\$0	\$0		\$27,084	0	\$0	\$27,084	\$27,084
i	BV	Administer the Task Order (2t, 3d, 1p)	\$1,905			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$3,800	\$5,705	208	\$35,352	\$5,705	\$41,057
ii	BV	Manage Subconsultants	\$1,869			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,869	204	\$53,396	\$1,869	\$55,265
iii	BV	Assemble Engineering Progress Reports/Invoices	\$1,099			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,099	120	\$25,272	\$1,099	\$26,371
C	BV	Communication and Coordination	\$476			20	\$3,352	\$168	0	\$0	\$0		\$0	\$0		\$3,996	52	\$17,316	\$3,996	\$21,312
		CONTRACT 6C	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$1,411	\$5,000	\$500	53	\$11,895	\$595	0	\$0	\$0		\$0	\$0		\$19,401	154	\$48,022	\$19,401	\$67,423
B	BV	Task Order Management	\$0			102	\$25,794	\$1,290	0	\$0	\$0		\$0	\$0		\$27,084	0	\$0	\$27,084	\$27,084
i	BV	Administer the Task Order (2t, 3d, 1p)	\$1,319			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$3,800	\$5,119	144	\$20,952	\$5,119	\$26,071
ii	BV	Manage Subconsultants	\$2,455			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,455	268	\$67,796	\$2,455	\$70,251
iii	BV	Assemble Engineering Progress Reports/Invoices	\$1,099			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,099	120	\$25,272	\$1,099	\$26,371
C	BV	Communication and Coordination	\$476			20	\$3,352	\$168	0	\$0	\$0		\$0	\$0		\$3,996	52	\$17,316	\$3,996	\$21,312
		CONTRACT 7A	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$1,411	\$5,000	\$500	53	\$11,895	\$595	0	\$0	\$0		\$0	\$0		\$19,401	154	\$48,022	\$19,401	\$67,423
B	BV	Task Order Management	\$0			102	\$25,794	\$1,290	0	\$0	\$0		\$0	\$0		\$27,084	0	\$0	\$27,084	\$27,084
i	BV	Administer the Task Order (2t, 3d, 1p)	\$1,319			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$3,800	\$5,119	144	\$20,952	\$5,119	\$26,071
ii	BV	Manage Subconsultants	\$2,455			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,455	268	\$67,796	\$2,455	\$70,251
iii	BV	Assemble Engineering Progress Reports/Invoices	\$1,099			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,099	120	\$25,272	\$1,099	\$26,371
C	BV	Communication and Coordination	\$476			20	\$3,352	\$168	0	\$0	\$0		\$0	\$0		\$3,996	52	\$17,316	\$3,996	\$21,312
2		Special and Third-Party Meetings	\$1,191	\$0	\$1,200	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$2,391	130	\$32,482	\$2,391	\$34,873
A	BV	State Engineer and ND State Water Commission (1)	\$92		\$100	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$192	10	\$2,558	\$192	\$2,750
B	BV	Foster and Griggs County Commissioners (3)	\$165		\$300	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$465	18	\$4,450	\$465	\$4,915
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)	\$174		\$200	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$374	19	\$4,783	\$374	\$5,157
D	BV	Nothern Plains Electric Cooperative (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
E	BV	Greater Ramsey Water District (2)	\$156		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$206	17	\$4,117	\$206	\$4,323
F	BV	Stutsman Rural Water District (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
G	BV	BEK Communications Cooperative (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
H	BV	NODAK Electric Cooperative (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
I	BV	Northern Plains Electric Cooperative (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
J	BV	MLGC Coopertown (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
K	BV	Otter Tail Power (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
L	BV	MidContinent Communications (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
M	BV	Dakota Rural Water District (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
N	BV	Dakota Central Telecommunications (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
3		Surveying, Field Testing, & Factory Insp Svrs	\$14,070	\$0	\$0	5,028	\$1,117,201	\$55,860	0	\$0	\$0	8,517	\$1,320,000	\$66,000	\$24,600	\$2,597,731	\$1,536	\$356,874	\$2,597,731	\$2,954,605

Task	Lead Firm	Position	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
			Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
		CONTRACT 6B	\$0		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	AE2S	Field Surveying	\$0		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Limited Topographic Surveying	\$27		264	\$64,445	\$3,222	0	\$0	\$0	\$0		\$0	\$0		\$67,694	3	\$949	\$67,694	\$68,643
ii	AE2S	Location Surveys	\$0		1,292	\$281,844	\$14,092	0	\$0	\$0	\$0		\$0	\$0		\$295,936	0	\$0	\$295,936	\$295,936
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$101		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0		\$101	11	\$3,101	\$101	\$3,202
(b)	AE2S	As-Built Surveying	\$64		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0		\$64	7	\$2,025	\$64	\$2,089
B	PSC	Professional Soil Classification	\$0		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)	\$46		0	\$0	\$0	0	\$0	\$0	\$0	143	\$25,000	\$1,250		\$26,296	5	\$1,551	\$26,296	\$27,847
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)	\$128		0	\$0	\$0	0	\$0	\$0	\$0	286	\$50,000	\$2,500		\$52,628	14	\$3,972	\$52,628	\$56,600
C	AE2S	Drone-Based Video Monitoring	\$55		120	\$26,111	\$1,306	0	\$0	\$0	\$0		\$0	\$0		\$27,472	6	\$1,176	\$27,472	\$28,648
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$165		0	\$0	\$0	0	\$0	\$0	\$0	600	\$90,000	\$4,500	\$3,000	\$97,665	18	\$5,354	\$97,665	\$103,019
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$1,026		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0	\$5,200	\$6,226	112	\$24,566	\$6,226	\$30,792
F	AET	Independent Construction Materials Testing	\$1,063		0	\$0	\$0	0	\$0	\$0	\$0	1,267	\$190,000	\$9,500		\$200,563	116	\$26,100	\$200,563	\$226,663
G	AET	Independent Welding Verification	\$1,282		0	\$0	\$0	0	\$0	\$0	\$0	400	\$60,000	\$3,000		\$64,282	140	\$31,248	\$64,282	\$95,530
H	Ulteig	Field Delineation of Wetlands and Consultation	\$733		264	\$64,445	\$3,222	0	\$0	\$0	\$0	143	\$25,000	\$1,250		\$94,650	80	\$18,916	\$94,650	\$113,566
		CONTRACT 6C	\$0		1,292	\$281,844	\$14,092	0	\$0	\$0	\$0	0	\$0	\$0		\$295,936	0	\$0	\$295,936	\$295,936
A	AE2S	Field Surveying	\$0		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
i	AE2S	Limited Topographic Surveying	\$27		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$27	3	\$949	\$27	\$976
ii	AE2S	Location Surveys	\$0		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$101		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$101	11	\$3,101	\$101	\$3,202
(b)	AE2S	As-Built Surveying	\$64		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$64	7	\$2,025	\$64	\$2,089
B	PSC	Professional Soil Classification	\$0		120	\$26,111	\$1,306	0	\$0	\$0	\$0	0	\$0	\$0		\$27,417	0	\$0	\$27,417	\$27,417
i	PSC	Conduct Soil Identification Training (2 sessions)	\$46		0	\$0	\$0	0	\$0	\$0	\$0	143	\$25,000	\$1,250		\$26,296	5	\$1,551	\$26,296	\$27,847
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)	\$128		0	\$0	\$0	0	\$0	\$0	\$0	286	\$50,000	\$2,500		\$52,628	14	\$3,972	\$52,628	\$56,600
C	AE2S	Drone-Based Video Monitoring	\$55		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0		\$55	6	\$1,176	\$55	\$1,231
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$165		0	\$0	\$0	0	\$0	\$0	\$0	600	\$90,000	\$4,500	\$3,000	\$97,665	18	\$5,354	\$97,665	\$103,019
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$1,026		264	\$64,445	\$3,222	0	\$0	\$0	\$0		\$0	\$0	\$5,200	\$73,893	112	\$24,566	\$73,893	\$98,459
F	AET	Independent Construction Materials Testing	\$1,063		1,292	\$281,844	\$14,092	0	\$0	\$0	\$0	1,267	\$190,000	\$9,500		\$496,499	116	\$26,100	\$496,499	\$522,599
G	AET	Independent Welding Verification	\$1,282		0	\$0	\$0	0	\$0	\$0	\$0	400	\$60,000	\$3,000		\$64,282	140	\$31,248	\$64,282	\$95,530
H	Ulteig	Field Delineation of Wetlands and Consultation	\$733		0	\$0	\$0	0	\$0	\$0	\$0	143	\$25,000	\$1,250		\$26,983	80	\$18,916	\$26,983	\$45,899
		CONTRACT 7A	\$0		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
A	AE2S	Field Surveying	\$0		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
i	AE2S	Limited Topographic Surveying	\$27		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$27	3	\$949	\$27	\$976
ii	AE2S	Location Surveys	\$0		120	\$26,111	\$1,306	0	\$0	\$0	\$0	0	\$0	\$0		\$27,417	0	\$0	\$27,417	\$27,417
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$101		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$101	11	\$3,101	\$101	\$3,202
(b)	AE2S	As-Built Surveying	\$64		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$64	7	\$2,025	\$64	\$2,089
B	PSC	Professional Soil Classification	\$0		0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)	\$46		0	\$0	\$0	0	\$0	\$0	\$0	143	\$25,000	\$1,250		\$26,296	5	\$1,551	\$26,296	\$27,847
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)	\$128		0	\$0	\$0	0	\$0	\$0	\$0	286	\$50,000	\$2,500		\$52,628	14	\$3,972	\$52,628	\$56,600
C	AE2S	Drone-Based Video Monitoring	\$55		0	\$0	\$0	0	\$0	\$0	\$0		\$0	\$0		\$55	6	\$1,176	\$55	\$1,231
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$165		0	\$0	\$0	0	\$0	\$0	\$0	600	\$90,000	\$4,500	\$3,000	\$97,665	18	\$5,354	\$97,665	\$103,019
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$1,026		0	\$0	\$0	0	\$0	\$0	\$0	1,267	\$190,000	\$9,500		\$6,226	112	\$24,566	\$6,226	\$30,792
F	AET	Independent Construction Materials Testing	\$1,063		0	\$0	\$0	0	\$0	\$0	\$0	1,267	\$190,000	\$9,500		\$200,563	116	\$26,100	\$200,563	\$226,663
G	AET	Independent Welding Verification	\$1,282		0	\$0	\$0	0	\$0	\$0	\$0	400	\$60,000	\$3,000		\$64,				

Task	Lead Firm	Position	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
			Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense
		CONTRACT 6B	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	Monthly Progress Reports (24)	\$769		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	84	\$22,860	\$769	\$23,629
B	BV	Construction Administration Support Services	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Engineer's Staffing During Construction	\$183		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$183	20	\$6,660	\$183	\$6,843
ii	BV	Contractor's Schedule	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	BV	Initial Construction Schedule Review	\$476		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$476	52	\$11,988	\$476	\$12,464
(b)	BV	Monthly Construction Schedule Reviews (18)	\$907		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$907	99	\$20,205	\$907	\$21,112
iii	BV	Contractor's Estimate of Monthly Payments	\$110		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$110	12	\$3,796	\$110	\$3,906
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs	\$183		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$183	20	\$5,536	\$183	\$5,719
v	BV	Submittal Reviews (100)	\$11,139		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$11,139	1,216	\$246,488	\$11,139	\$257,627
vi	BV	RFPs (4)	\$220		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$220	24	\$7,592	\$220	\$7,812
vii	BV	RFIs, Change Order Requests, and Claims	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	BV	RFIs (20)	\$458		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$458	50	\$15,650	\$458	\$16,108
(b)	BV	Change Order Requests & Change Orders (10/5)	\$1,612		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$1,612	176	\$55,608	\$1,612	\$57,220
(c)	BV	Claims (2)	\$2,198		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$2,198	240	\$77,920	\$2,198	\$80,118
viii	BV	Field Orders (15)	\$623		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$623	68	\$17,784	\$623	\$18,407
ix	BV	Contractor Pay Requests (20)	\$366		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$366	40	\$12,820	\$366	\$13,186
x	BV	Funding Agency Submittals	\$73		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$73	8	\$2,664	\$73	\$2,737
xi	BV	Lien Releases	\$73		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$73	8	\$2,464	\$73	\$2,537
xii	BV	Consent Of Surety to Final Payment	\$92		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$92	10	\$3,130	\$92	\$3,222
xiii	BV	Conformed to Construction Records Drawings	\$1,502	\$1,000	0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$2,502	164	\$27,668	\$2,502	\$30,170
C	BV	Field Support Services	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	\$1,759		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$14,959	192	\$61,336	\$14,959	\$76,295
ii	BV	Discipline-Specific Site Visits (6)	\$2,363		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$17,963	258	\$57,334	\$17,963	\$75,297
iii	BV	Digital Photographic and Video Documentation	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	BV	Pre-Construction Photographs	\$37		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$37	4	\$1,232	\$37	\$1,269
(b)	BV	Monthly Photographs	\$147		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$147	16	\$4,928	\$147	\$5,075
(c)	BV	Video Documentation	\$37		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$37	4	\$1,232	\$37	\$1,269
iv	BV	Punch List	\$92		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$92	10	\$3,130	\$92	\$3,222
v	BV	Final Inspection	\$92		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$92	10	\$3,130	\$92	\$3,222
vi	BV	Warranty Inspection	\$92		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$92	10	\$3,130	\$92	\$3,222
		CONTRACT 6C	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
A	BV	Monthly Progress Reports (24)	\$769		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$769	84	\$22,860	\$769	\$23,629
B	BV	Construction Administration Support Services	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Engineer's Staffing During Construction	\$183		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$183	20	\$6,660	\$183	\$6,843
ii	BV	Contractor's Schedule	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	BV	Initial Construction Schedule Review	\$476		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$476	52	\$11,988	\$476	\$12,464
(b)	BV	Monthly Construction Schedule Reviews (28)	\$907		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$907	99	\$20,205	\$907	\$21,112
iii	BV	Contractor's Estimate of Monthly Payments	\$110		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$110	12	\$3,796	\$110	\$3,906
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs	\$183		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$183	20	\$5,536	\$183	\$5,719
v	BV	Submittal Reviews (100)	\$11,139		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$11,139	1,216	\$246,488	\$11,139	\$257,627
vi	BV	RFPs (4)	\$220		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$220	24	\$7,592	\$220	\$7,812
vii	BV	RFIs, Change Order Requests, and Claims	\$0		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	BV	RFIs (20)	\$458		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$458	50	\$15,650	\$458	\$16,108
(b)	BV	Change Order Requests & Change Orders (10/5)	\$1,612		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$1,612	176	\$55,608	\$1,612	\$57,220
(c)	BV	Claims (2)	\$2,198		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	\$2,198	240	\$77,920	\$2,198	\$80,118

Task	Lead Firm	Task Description	Position	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL	
				Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
viii	BV	Field Orders (15)		\$623			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$623	68	\$17,784	\$623	\$18,407	
ix	BV	Contractor Pay Requests (20)		\$366			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$366	40	\$12,820	\$366	\$13,186	
x	BV	Funding Agency Submittals		\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$73	8	\$2,664	\$73	\$2,737	
xi	BV	Lien Releases		\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$73	8	\$2,464	\$73	\$2,537	
xii	BV	Consent Of Surety to Final Payment		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	
xiii	BV	Conformed to Construction Records Drawings		\$1,502		\$1,000	0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$2,502	164	\$27,668	\$2,502	\$30,170	
C	BV	Field Support Services		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)		\$1,759			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$13,200	\$14,959	192	\$61,336	\$14,959	\$76,295
ii	BV	Discipline-Specific Site Visits (6)		\$2,363			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$15,600	\$17,963	258	\$57,334	\$17,963	\$75,297
iii	BV	Digital Photographic and Video Documentation		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
(a)	BV	Pre-Construction Photographs		\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$37	4	\$1,232	\$37	\$1,269	
(b)	BV	Monthly Photographs		\$147			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$147	16	\$4,928	\$147	\$5,075	
(c)	BV	Video Documentation		\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$37	4	\$1,232	\$37	\$1,269	
iv	BV	Punch List		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	
v	BV	Final Inspection		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	
vi	BV	Warranty Inspection		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	
		CONTRACT 7A		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
A	BV	Monthly Progress Reports (24)		\$769			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$769	84	\$22,860	\$769	\$23,629	
B	BV	Construction Administration Support Services		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
i	BV	Engineer's Staffing During Construction		\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$183	20	\$6,660	\$183	\$6,843	
ii	BV	Contractor's Schedule		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
(a)	BV	Initial Construction Schedule Review		\$476			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$476	52	\$11,988	\$476	\$12,464	
(b)	BV	Monthly Construction Schedule Reviews (28)		\$907			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$907	99	\$20,205	\$907	\$21,112	
iii	BV	Contractor's Estimate of Monthly Payments		\$110			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$110	12	\$3,796	\$110	\$3,906	
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs		\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$183	20	\$5,536	\$183	\$5,719	
v	BV	Submittal Reviews (100)		\$11,139			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$11,139	1,216	\$246,488	\$11,139	\$257,627	
vi	BV	RFPs (4)		\$220			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$220	24	\$7,592	\$220	\$7,812	
vii	BV	RFIs, Change Order Requests, and Claims		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
(a)	BV	RFIs (20)		\$458			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$458	50	\$15,650	\$458	\$16,108	
(b)	BV	Change Order Requests & Change Orders (10/5)		\$1,612			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$1,612	176	\$55,608	\$1,612	\$57,220	
(c)	BV	Claims (2)		\$2,198			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$2,198	240	\$77,920	\$2,198	\$80,118	
viii	BV	Field Orders (15)		\$623			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$623	68	\$17,784	\$623	\$18,407	
ix	BV	Contractor Pay Requests (40)		\$366			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$366	40	\$12,820	\$366	\$13,186	
x	BV	Funding Agency Submittals		\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$73	8	\$2,664	\$73	\$2,737	
xi	BV	Lien Releases		\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$73	8	\$2,464	\$73	\$2,537	
xii	BV	Consent Of Surety to Final Payment		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	
xiii	BV	Conformed to Construction Records Drawings		\$1,502		\$1,000	0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$2,502	164	\$27,668	\$2,502	\$30,170	
C	BV	Field Support Services		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)		\$1,759			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$13,200	\$14,959	192	\$61,336	\$14,959	\$76,295
ii	BV	Discipline-Specific Site Visits (6)		\$2,363			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$15,600	\$17,963	258	\$57,334	\$17,963	\$75,297
iii	BV	Digital Photographic and Video Documentation		\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$0	0	\$0	\$0	\$0	
(a)	BV	Pre-Construction Photographs		\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$37	4	\$1,232	\$37	\$1,269	
(b)	BV	Monthly Photographs		\$147			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$147	16	\$4,928	\$147	\$5,075	
(c)	BV	Video Documentation		\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$37	4	\$1,232	\$37	\$1,269	
iv	BV	Punch List		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	
v	BV	Final Inspection		\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$92	10	\$3,130	\$92	\$3,222	

Task	Lead Firm	Position	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL	
			Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
vi	BV	Warranty Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
5		Construction Observation	\$197,765	\$204,000	\$0	21,256	\$4,656,387	\$232,819	5,740	\$1,175,540	\$58,777	0	\$0	\$0	\$178,600	\$6,703,888	21,590	\$4,507,940	\$6,703,888	\$11,211,828
		OVERALL	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Construction Field Staff (36 months; shared w/ other TOs)	\$195,200	\$204,000		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$152,000	\$551,200	21,310	\$4,430,260	\$551,200	\$4,981,460
B	BV	Construction Summit	\$2,565			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$26,600	\$29,165	280	\$77,680	\$29,165	\$106,845
		CONTRACT 6B	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0			8,900	\$1,916,098	\$95,805	0	\$0	\$0		\$0	\$0		\$2,011,903	0	\$0	\$2,011,903	\$2,011,903
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$0			1,152	\$277,403	\$13,870	0	\$0	\$0		\$0	\$0		\$291,273	0	\$0	\$291,273	\$291,273
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
		CONTRACT 6C	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0			8,900	\$1,916,098	\$95,805	0	\$0	\$0		\$0	\$0		\$2,011,903	0	\$0	\$2,011,903	\$2,011,903
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$0			1,152	\$277,403	\$13,870	0	\$0	\$0		\$0	\$0		\$291,273	0	\$0	\$291,273	\$291,273
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
		CONTRACT 7A	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0			0	\$0	\$0	5,740	\$1,175,540	\$58,777		\$0	\$0		\$1,234,317	0	\$0	\$1,234,317	\$1,234,317
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$0			1,152	\$269,384	\$13,469	0	\$0	\$0		\$0	\$0		\$282,853	0	\$0	\$282,853	\$282,853
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
Totals For Basic Services			\$310,811	\$220,041	\$5,700	26,808	\$5,896,708	\$294,838	5,740	\$1,175,540	\$58,777	8,517	\$1,320,000	\$66,000	\$301,000	\$9,649,415	33,931	\$7,475,585	\$9,649,415	\$17,125,000
PROJECT TOTALS			\$310,811	\$220,041	\$5,700	26,808	\$5,896,708	\$294,838	5,740	\$1,175,540	\$58,777	8,517	\$1,320,000	\$66,000	\$301,000	\$9,649,415	33,931	\$7,475,585	\$9,649,415	\$17,125,000



**Garrison Diversion Conservancy District  
Red River Valley Water Supply Project  
RRVWSP TO 5662 - RTP Cts 6B, 6C, and 7A CPS  
BV Project No. 423545  
AE2S**

245

Task	Lead Firm	Position	PMVI	PMV	ENGII	GISII	GISI	PMIII	LS2	LSIII	CSIII	CSII	CSI	CSIII	COMIII	ADMIII	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	
			PIC	Project Manager	Engineer II	GISIII	GISI	Senior Surveyor	Surveyor 2	Surveyor 3	Lead RPR	Pipeline RPR	Pipeline RPR	Tunnel RPR	Comm Spec	Administrative	AE2S Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	
<b>IV. BASIC SERVICES</b>																									
1		<b>Task Order Management and Administration</b>	26	102	0	0	0	204	0	0	0	0	0	0	60	132	524	\$123,120	\$0	\$0	\$0	\$0	524	\$123,120	
		CONTRACT 6B															0	\$0					\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895					\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794					\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0					\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0					\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0					\$0	0	\$0
C	BV	Communication and Coordination														20	20	\$3,352					\$0	20	\$3,352
		CONTRACT 6C															0	\$0					\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895					\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794					\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0					\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0					\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0					\$0	0	\$0
C	BV	Communication and Coordination														20	20	\$3,352					\$0	20	\$3,352
		CONTRACT 7A															0	\$0					\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895					\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794					\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0					\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0					\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0					\$0	0	\$0
C	BV	Communication and Coordination														20	20	\$3,352					\$0	20	\$3,352
		CONTRACT 7A															0	\$0					\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895					\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794					\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0					\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0					\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0					\$0	0	\$0
C	BV	Communication and Coordination														20	20	\$3,352					\$0	20	\$3,352
2		<b>Special and Third-Party Meetings</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0	
A	BV	State Engineer and ND State Water Commission (1)															0	\$0					\$0	0	\$0
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)															0	\$0					\$0	0	\$0
D	BV	Nothern Plains Electric Cooperative (2)															0	\$0					\$0	0	\$0
E	BV	Greater Ramsey Water District (2)															0	\$0					\$0	0	\$0
F	BV	Stutsman Rural Water District (2)															0	\$0					\$0	0	\$0
G	BV	BEK Communications Cooperative (2)															0	\$0					\$0	0	\$0
H	BV	NODAK Electric Cooperative (1)															0	\$0					\$0	0	\$0
I	BV	Northern Plains Electric Cooperative (1)															0	\$0					\$0	0	\$0
J	BV	MLGC Coopertown (1)															0	\$0					\$0	0	\$0
K	BV	Otter Tail Power (1)															0	\$0					\$0	0	\$0
L	BV	MidContinent Communications (1)															0	\$0					\$0	0	\$0
M	BV	Dakota Rural Water District (1)															0	\$0					\$0	0	\$0
N	BV	Dakota Central Telecommunications (2)															0	\$0					\$0	0	\$0
3		<b>Surveying, Field Testing, &amp; Factory Insp Svrs</b>	0	180	0	120	540	612	1,656	1,560	0	0	0	0	360	0	5,028	\$941,986	\$75,600	\$25,995	\$73,620	\$175,215	5,028	\$941,986	
0	0	CONTRACT 6B															0	\$0					\$0	0	\$0
A	AE2S	Field Surveying															0	\$0					\$0	0	\$0
i	AE2S	Limited Topographic Surveying						24	120	120						264	\$48,699	\$7,200	\$2,786	\$5,760			\$15,746	264	\$48,699
ii	AE2S	Location Surveys		60	40	180	180	432	400							1,292	\$245,185	\$13,500	\$5,879	\$17,280			\$36,659	1,292	\$245,185
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)															0	\$0					\$0	0	\$0
(b)	AE2S	As-Built Surveying															0	\$0					\$0	0	\$0
B	PSC	Professional Soil Classification															0	\$0					\$0	0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)															0	\$0					\$0	0	\$0
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)															0	\$0					\$0	0	\$0

Task	Lead Firm	Position	PMVI	PMV	ENGII	GISII	GISI	PMIII	LS2	LSIII	CSIII	CSII	CSI	CSIII	COMIII	ADMIII	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL		
			PIC	Project Manager	Engineer II	GISIII	GISI	Senior Surveyor	Surveyor 2	Surveyor 3	Lead RPR	Pipeline RPR	Pipeline RPR	Tunnel RPR	Comm Spec	Administrative	AE2S Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost		
C	AE2S	Drone-Based Video Monitoring													120		120	\$20,111	\$4,500		\$1,500	\$6,000	120	\$20,111		
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)														0	\$0					\$0	0	\$0		
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)															0	\$0					\$0	0	\$0	
F	AET	<b>CONTRACT 6C</b>															0	\$0					\$0	0	\$0	
G	AET	Field Surveying															0	\$0								
H	Ulteig	Limited Topographic Surveying							24	120	120						264	\$48,699	\$7,200	\$2,786	\$5,760	\$15,746	264	\$48,699		
0	0	Location Surveys		60		40	180	180	432	400							1,292	\$245,185	\$13,500	\$5,879	\$17,280	\$36,659	1,292	\$245,185		
A	AE2S	Layout Surveying (52 weeks of pipeline construction)															0	\$0					\$0	0	\$0	
i	AE2S	As-Built Surveying															0	\$0					\$0	0	\$0	
ii	AE2S	Professional Soil Classification															0	\$0					\$0	0	\$0	
(a)	AE2S	Conduct Soil Identification Training (2 sessions)															0	\$0					\$0	0	\$0	
(b)	AE2S	Complete Periodic Inspections & QC Reviews (monthly)															0	\$0					\$0	0	\$0	
B	PSC	Drone-Based Video Monitoring															120		120	\$20,111	\$4,500		\$1,500	\$6,000	120	\$20,111
i	PSC	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)															0	\$0					\$0	0	\$0	
ii	PSC	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)															0	\$0					\$0	0	\$0	
C	AE2S	<b>CONTRACT 7A</b>															0	\$0					\$0	0	\$0	
D	Accurate	Field Surveying															0	\$0					\$0	0	\$0	
E	BV	Limited Topographic Surveying							24	120	120						264	\$48,699	\$7,200	\$2,786	\$5,760	\$15,746	264	\$48,699		
F	AET	Location Surveys		60		40	180	180	432	400							1,292	\$245,185	\$13,500	\$5,879	\$17,280	\$36,659	1,292	\$245,185		
G	AET	Layout Surveying (52 weeks of pipeline construction)															0	\$0					\$0	0	\$0	
H	Ulteig	As-Built Surveying															0	\$0					\$0	0	\$0	
0	0	Professional Soil Classification															0	\$0					\$0	0	\$0	
A	AE2S	Conduct Soil Identification Training (2 sessions)															0	\$0					\$0	0	\$0	
i	AE2S	Complete Periodic Inspections & QC Reviews (monthly)															0	\$0					\$0	0	\$0	
ii	AE2S	Drone-Based Video Monitoring															120		120	\$20,111	\$4,500		\$1,500	\$6,000	120	\$20,111
(a)	AE2S	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)															0	\$0					\$0	0	\$0	
(b)	AE2S	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)															0	\$0					\$0	0	\$0	
B	PSC	Independent Construction Materials Testing															0	\$0					\$0	0	\$0	
i	PSC	Independent Welding Verification															0	\$0					\$0	0	\$0	
ii	PSC	Field Delineation of Wetlands and Consultation															0	\$0					\$0	0	\$0	
<b>5</b>		<b>Construction Observation</b>	<b>0</b>	<b>72</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,320</b>	<b>9,792</b>	<b>3,456</b>	<b>3,456</b>	<b>0</b>	<b>0</b>	<b>21,256</b>	<b>\$4,015,747</b>	<b>\$303,320</b>	<b>\$275,720</b>	<b>\$61,600</b>	<b>\$640,640</b>	<b>21,256</b>	<b>\$4,015,747</b>		
		<b>OVERALL</b>															0	\$0					\$0	0	\$0	
A	BV	Construction Field Staff (36 months; shared w/ other TOs)															0	\$0					\$0	0	\$0	
B	BV	Construction Summit															0	\$0					\$0	0	\$0	
		<b>CONTRACT 6B</b>															0	\$0					\$0	0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)		36	80						2,160	4,896	1,728					8,900	\$1,656,198	\$120,700	\$108,400	\$30,800	\$259,900	8,900	\$1,656,198	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)															1,152	\$237,123	\$20,640	\$19,640		\$40,280	1,152	\$237,123		
C	BV	Meetings, Rts, & Doc Review and Maintenance															0	\$0					\$0	0	\$0	
D	BV	Assistance in Certification of Substantial Completion															0	\$0					\$0	0	\$0	
0	0	CONTRACT 6C															0	\$0					\$0	0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)		36	80						2,160	4,896	1,728					8,900	\$1,656,198	\$120,700	\$108,400	\$30,800	\$259,900	8,900	\$1,656,198	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)															1,152	\$237,123	\$20,640	\$19,640		\$40,280	1,152	\$237,123		
C	BV	Meetings, Rts, & Doc Review and Maintenance															0	\$0					\$0	0	\$0	
D	BV	Assistance in Certification of Substantial Completion															0	\$0					\$0	0	\$0	
0	0	CONTRACT 7A															0	\$0					\$0	0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								



**Garrison Diversion Conservancy District**  
**Red River Valley Water Supply Project**  
**RRVWSP TO 5662 - RTP Cts 6B, 6C, and 7A CPS**  
**BV Project No. 423545**  
**AE2S**

Task	Lead Firm	Position	<b>TOTAL</b>	<b>TOTAL</b>
			Direct Expense	Fee
<b>IV. BASIC SERVICES</b>				
1		<b>Task Order Management and Administration</b>	<b>\$0</b>	<b>\$123,120</b>
		CONTRACT 6B	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$0	\$11,895
B	BV	Task Order Management	\$0	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)	\$0	\$0
ii	BV	Manage Subconsultants	\$0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices	\$0	\$0
C	BV	Communication and Coordination	\$0	\$3,352
		CONTRACT 6C	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$0	\$11,895
B	BV	Task Order Management	\$0	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)	\$0	\$0
ii	BV	Manage Subconsultants	\$0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices	\$0	\$0
C	BV	Communication and Coordination	\$0	\$3,352
		CONTRACT 7A	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$0	\$11,895
B	BV	Task Order Management	\$0	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)	\$0	\$0
ii	BV	Manage Subconsultants	\$0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices	\$0	\$0
C	BV	Communication and Coordination	\$0	\$3,352
2		<b>Special and Third-Party Meetings</b>	<b>\$0</b>	<b>\$0</b>
A	BV	State Engineer and ND State Water Commission (1)	\$0	\$0
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)	\$0	\$0
D	BV	Nothern Plains Electric Cooperative (2)	\$0	\$0
E	BV	Greater Ramsey Water District (2)	\$0	\$0
F	BV	Stutsman Rural Water District (2)	\$0	\$0
G	BV	BEK Communications Cooperative (2)	\$0	\$0
H	BV	NODAK Electric Cooperative (1)	\$0	\$0
I	BV	Northern Plains Electric Cooperative (1)	\$0	\$0
J	BV	MLGC Coopertown (1)	\$0	\$0
K	BV	Otter Tail Power (1)	\$0	\$0
L	BV	MidContinent Communications (1)	\$0	\$0
M	BV	Dakota Rural Water District (1)	\$0	\$0
N	BV	Dakota Central Telecommunications (2)	\$0	\$0
3		<b>Surveying, Field Testing, &amp; Factory Insp Srvs</b>	<b>\$175,215</b>	<b>\$1,117,201</b>
0	0	CONTRACT 6B	\$0	\$0
A	AE2S	Field Surveying	\$0	\$0
i	AE2S	Limited Topographic Surveying	\$15,746	\$64,445
ii	AE2S	Location Surveys	\$36,659	\$281,844
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$0	\$0
(b)	AE2S	As-Built Surveying	\$0	\$0
B	PSC	Professional Soil Classification	\$0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)	\$0	\$0
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)	\$0	\$0

Task	Lead Firm	Task Description	Position	TOTAL	TOTAL
			Direct Expense		Fee
C	AE2S	Drone-Based Video Monitoring	\$6,000	\$26,111	
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$0	\$0	
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$0	\$0	
F	AET	<b>CONTRACT 6C</b>	\$0	\$0	
G	AET	Field Surveying			
H	Ulteig	Limited Topographic Surveying	\$15,746	\$64,445	
0	0	Location Surveys	\$36,659	\$281,844	
A	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$0	\$0	
i	AE2S	As-Built Surveying	\$0	\$0	
ii	AE2S	Professional Soil Classification	\$0	\$0	
(a)	AE2S	Conduct Soil Identification Training (2 sessions)	\$0	\$0	
(b)	AE2S	Complete Periodic Inspections & QC Reviews (monthly)	\$0	\$0	
B	PSC	Drone-Based Video Monitoring	\$6,000	\$26,111	
i	PSC	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$0	\$0	
ii	PSC	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$0	\$0	
C	AE2S	<b>CONTRACT 7A</b>	\$0	\$0	
D	Accurate	Field Surveying	\$0	\$0	
E	BV	Limited Topographic Surveying	\$15,746	\$64,445	
F	AET	Location Surveys	\$36,659	\$281,844	
G	AET	Layout Surveying (52 weeks of pipeline construction)	\$0	\$0	
H	Ulteig	As-Built Surveying	\$0	\$0	
0	0	Professional Soil Classification	\$0	\$0	
A	AE2S	Conduct Soil Identification Training (2 sessions)	\$0	\$0	
i	AE2S	Complete Periodic Inspections & QC Reviews (monthly)	\$0	\$0	
ii	AE2S	Drone-Based Video Monitoring	\$6,000	\$26,111	
(a)	AE2S	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$0	\$0	
(b)	AE2S	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$0	\$0	
B	PSC	Independent Construction Materials Testing	\$0	\$0	
i	PSC	Independent Welding Verification	\$0	\$0	
ii	PSC	Field Delineation of Wetlands and Consultation	\$0	\$0	
<b>5</b>		<b>Construction Observation</b>	<b>\$640,640</b>	<b>\$4,656,387</b>	
		<b>OVERALL</b>	\$0	\$0	
A	BV	Construction Field Staff (36 months; shared w/ other TOs)	\$0	\$0	
B	BV	Construction Summit	\$0	\$0	
		<b>CONTRACT 6B</b>	\$0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$259,900	\$1,916,098	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$40,280	\$277,403	
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0	\$0	
D	BV	Assistance in Certification of Substantial Completion	\$0	\$0	
0	0	<b>CONTRACT 6C</b>	\$0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$259,900	\$1,916,098	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$40,280	\$277,403	
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0	\$0	
D	BV	Assistance in Certification of Substantial Completion	\$0	\$0	
0	0	<b>CONTRACT 7A</b>	\$0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0	\$0	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$40,280	\$269,384	
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0	\$0	
D	BV	Assistance in Certification of Substantial Completion	\$0	\$0	
<b>Total for Basic Services</b>		<b>\$815,855</b>		<b>\$5,896,708</b>	
<b>PROJECT TOTALS</b>		<b>\$815,855</b>		<b>\$5,896,708</b>	



**2023 to 2025 Biennium Work Plan**  
(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/State 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	<b>Garrison Diversion Conservancy District Budget</b>	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.	Series D	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here.												
	Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.												
2.	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b>	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.	Series D	RRVWSP ENDAWS ENDAWS Facilities Crp Dmg	\$ 0.49	\$ 0.37	\$ 0.12	\$ 2.21	\$ 1.66	\$ 0.55			
	Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners.				\$ 2.00	\$ 1.50	\$ 0.50	\$ 0.78	\$ 0.59	\$ 0.20			
	Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.												
3.	<b>Transmission Pipeline East Contract 5C</b>	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Series D Jul-23 Nov-23	Prof Svcs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41
	Scope: Pipeline installation, including construction phase engineering services by Engineer.										\$ 76.66	\$ 57.50	\$ 19.17
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.												
4.	<b>Transmission Pipeline East Contract 5D</b>	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Series D Jul-23 Oct-23	Prof Svcs Const, 2026 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	Scope: Pipeline installation, including construction phase engineering services by Engineer.										\$ 59.38	\$ 44.53	\$ 14.84
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.												
5.	<b>RRV Transmission Pipeline Contract 6A</b>	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Series D Jul-23 Dec-24	Prof Svcs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37
	Scope: Pipeline installation, including construction phase engineering services by Engineer.										\$ 52.53	\$ 39.40	\$ 13.13
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.												
6.	<b>ENDAWS Transmission Pipeline Contract 3</b>	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Series D Aug-23	ENDAWS	\$ 3.06	\$ 2.29	\$ 0.76						
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.												
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.												
7.	<b>Transmission Pipeline East Contracts 4A and 4B</b>	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Series D Feb-24	Prof Svcs				\$ 7.18	\$ 5.39	\$ 1.80			
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.												
	Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).												



2023 to 2025 Biennium Work Plan  
(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

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



2023 to 2025 Biennium Work Plan  
(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

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



2023 to 2025 Biennium Work Plan  
(\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

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

Notes:

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



## 2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/STA 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	<b>Garrison Diversion Conservancy District Budget</b> Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
2.	<b>Property, Easements, and Crop Damage Payments<sup>4</sup></b> Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
3.	<b>Red River Valley Transmission Pipeline Contract 6B</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	TO 5662 Jul-25 Oct-25	TO 5562 Prof Svrs Const, 2028 Fin							\$ 5.86	\$ 4.39	\$ 1.46
											\$ 61.01	\$ 45.76	\$ 15.25
4.	<b>Red River Valley Transmission Pipeline Contract 6C</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	TO 5662 Jul-25 Oct-25	TO 5563 Prof Svrs Const, 2028 Fin							\$ 6.20	\$ 4.65	\$ 1.55
											\$ 64.73	\$ 48.55	\$ 16.18
5.	<b>Red River Valley Transmission Pipeline Contract 7A</b> Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	TO 5662 Jul-25 Dec-25	TO 5571 Prof Svrs Const, 2028 Fin							\$ 5.67	\$ 4.25	\$ 1.42
											\$ 58.96	\$ 44.22	\$ 14.74
6.	<b>McClusky Facilities Final Design Services &amp; Bidding Assist</b> Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	TO 3310 Oct-25	Prof Svrs	\$ 15.00	\$ 11.25	\$ 3.75						
7.	<b>MO River Pumping Sta, Trans Main, &amp; Utilities Ext Ct 3</b> Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	TO 2340 Jan-27	Prof Svrs				\$ 0.40	\$ 0.30	\$ 0.10			



## 2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/STA 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	<b>McClusky Facilities Wetwell Excavation &amp; Site Dev Ct 1</b>	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	TO 2660 Apr-26 Apr-26	Prof Svrs Const							\$ 1.90	\$ 1.43	\$ 0.48
	Scope: Construction and construction phase services for initial project at greenfield site.										\$ 19.00	\$ 14.25	\$ 4.75
	Need: Prepare site and ready it for future construction of the biota water treatment plant.												
9.	<b>McClusky Facilities Intake, Tunnel, &amp; Shaft Liner Ct 2</b>	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	TO 2360 Jan-26 Const	Prof Svrs	\$ 2.00	\$ 1.50	\$ 0.50						
	Scope: Final design services and bidding assistance for second construction project at the facilities site.												
	Need: Complete specialty work ahead of the main biota water treatment plant construction.												
10.	<b>McClusky Facilities Utility Extensions Design</b>	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	TO 3320 Jan-26	Prof Svrs	\$ 1.50	\$ 1.13	\$ 0.38				\$ 3.00	\$ 2.25	\$ 0.75
	Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites.												
	Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.												
11.	<b>PMIS Annual Licenses &amp; Continued Maint/Upgrades</b>	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training and configuration services.	TO 1630 Sep-25	Prof Svrs				\$ 0.69	\$ 0.52	\$ 0.17			
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.												
	Need: Create greater efficiency and documentation for significant amount of construction related documents.												
12.	<b>Program Management Support</b>	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	TO 1610 Oct-25	Prof Svrs				\$ 0.75	\$ 0.56	\$ 0.19			
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.												
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.												
13.	<b>Project Participation Agreement Support</b>	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	TO 9610 Oct-25	Prof Svrs				\$ 2.00	\$ 1.50	\$ 0.50			
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.												
	Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.												
14.	<b>Operational Planning Phase 4</b>	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	TO 1620 Oct-25	Prof Svrs				\$ 1.50	\$ 1.13	\$ 0.38			
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.												
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.												



## 2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) <sup>1,2,3</sup>		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	<b>Financial Planning Support</b>  Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.  Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	TO 8610  Oct-25	Prof Svrs				\$ 0.60	\$ 0.45	\$ 0.15			
16.	<b>Contingency</b>  Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.  Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.44	\$ 0.33	\$ 0.11	\$ 18.38	\$ 13.78	\$ 4.59

## TOTAL PROGRAM BUDGET

\$ 19.43 \$ 14.57 \$ 4.86 \$ 9.20 \$ 6.90 \$ 2.30 \$ 244.70 \$ 183.53 \$ 61.18

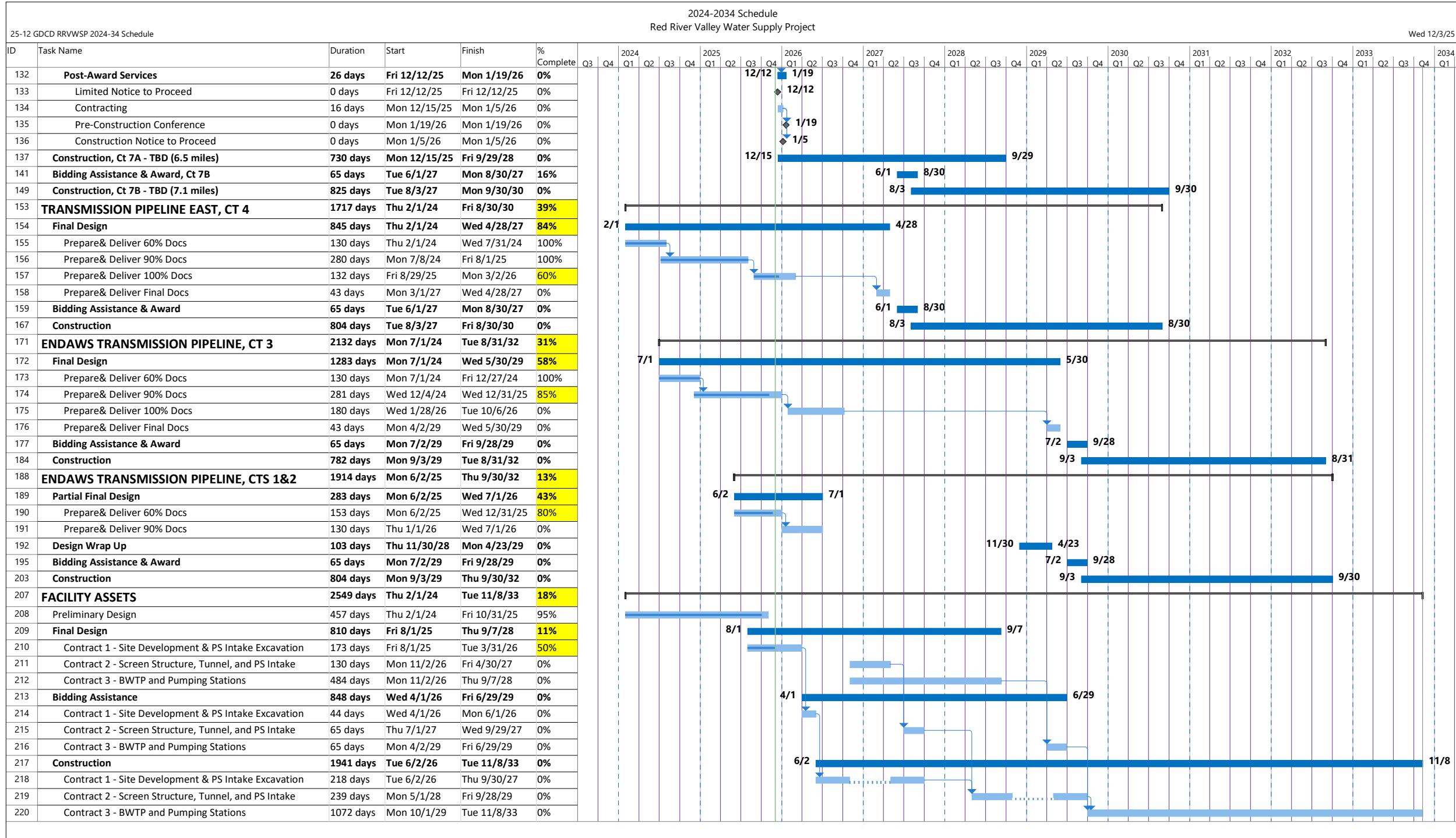
## Notes:

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

2024-2034 Schedule  
Red River Valley Water Supply Project

25-12 GDCD RRVWSP 2024-34 Schedule

Wed 12/3/25

2024-2034 Schedule  
 Red River Valley Water Supply Project


# Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting  
January 8-9, 2026

## State Municipal Rural and Industrial Program

### **Northwest Area Water Supply (NAWS)**

Construction is ongoing for the Biota Water Treatment Plant (WTP) Phase I (Contract 7-2A/4-1A), the Snake Creek Pumping Plant (SCPP) Intake Modification (Contract 6-1A), and the Snake Creek Pumping Plant Discharge Pipeline (Contract 2-1E). The Biota WTP Phase I construction is more than 95 percent complete; however, the startup of the Biota WTP has been delayed. The SCPP Intake Modification project work is ongoing. The demolition phase of the project is complete, and construction is ongoing. The Snake Creek Pumping Plant Discharge Pipeline contract is near substantial completion. Reclamation continues working with the Department of Water Resources and Garrison Diversion in the planning of the permanent intake for NAWS at the SCPP (Contract 1-1A). The U.S. Army Corps of Engineers' 408/404 Permits have been issued, and the project was advertised. Bids were opened July 21, 2025, with ECI being the low bidder. The contract was awarded to ECI for \$31,193,837.

The Minot WTP Phase III (Contract 7-1C) and the Souris Reservoir & Pump Station (Contract 4-4A/5-4A) projects are planned but design has not been initiated yet.

Reclamation is collaborating with the Department of Water Resources and the City of Minot regarding the Operations & Maintenance Agreement for the NAWS Biota WTP. In September 2024, a Cooperative Agreement was executed between Reclamation and the State Water Commission (represented by the Department of Water Resources) which is the funding mechanism by which Reclamation provides Federal funds for the Operations and Maintenance of the Biota WTP.

### **Eastern North Dakota Alternate Water Supply (ENDAWS)**

Reclamation, Garrison staff, and Garrison's consultant are coordinating with the U.S. Fish and Wildlife Service on proposed pipeline routes. Discussions on this topic continue to ensure compliance with National Environmental Policy Act (NEPA) commitments. The purchase of easements for this project has been included in the Cooperative Agreement (R17AC00049) as an approved activity. Design has begun on pipeline alignment and location of facilities (intake, Biota water treatment plant, & pumping stations).

### **Southwest Pipeline Project**

The Department of Water Resources and the previous contractor have settled a claim in regard to the previous failed Horizontal Directional Drilled (HDD) attempt. Department of Water Resources and their consultants are working on preliminary design for another intake installation, possibly moving the intake location a mile to the north.

## Cooperative Agreement

Reclamation and Garrison Diversion's working relationship for the State Municipal, Rural, and Industrial (MR&I) Program is defined by the terms of a Cooperative Agreement (R17AC00049). Nineteen modifications have been completed for this agreement for the purposes of adding construction projects, engineering projects, and/or obligating funds to the agreement.

Reclamation anticipates limited funding for the State MR&I program because we are rapidly approaching the authorized Federal funding ceiling for the program. Reclamation has been communicating with Garrison Diversion regarding the funding ceiling.

Another Cooperative Agreement (R23AC00093) includes the design and construction tasks funded by Bipartisan Infrastructure Law (BIL) funding. Projects included in this agreement include the design and construction tasks associated with Phase II of the NAWS Biota WTP, the Bottineau Reservoir and Pump Station contract and the SCPP Discharge Pipeline. No FY2025 BIL funds have been requested for this program due to the approaching Federal funding ceiling.

## Indian MR&I Program

### Standing Rock MR&I System

Contract 4-1 Schedule 2 was advertised, and bids were opened on May 8, 2024, with Carstenson Contracting Inc. (CCI) the low bidder. CCI's bid of \$3,993,692.35 was \$222,059.76 lower than the second lowest bidder (Wagner Construction) and \$276,390.87 lower than the engineer's estimate. This project includes furnishing and installing approximately 126,670 feet of 2 inch through 4 inch diameter Polyvinyl Chloride (PVC) pipe, connections to 35 services, wet tap tie-ins, road and stream crossings and all other related appurtenances as required by the project drawings, specifications, and contract documents. The final completion date was on or before December 12, 2025. The pre-construction conference took place on September 11, 2024. Three Change Orders have been added to the contract to date. Change Order No. 1 added 2 users to the contract in the amount of \$447,140.70. Change Order No. 2 added 3,120 linear feet of 6" SDR 21 PVC Pipe and 1,415' of 8" HDPE and associated appurtenances. Change Order No. 2 is in the amount \$410,775.98 and will be reimbursed by the South Dakota Department of Transportation. The Tribe entered an agreement with the South Dakota Department of Transportation to move the pipeline for a road and bridge project close to the Grand River Casino. Change Order No. 3 adds 4 users, adds 2,160 linear feet of pipe, and associated appurtenances. Change Order No. 3 also extends the substantial completion date to October 12, 2025, and the final completion date to December 21, 2025. Change order No. 4 was issued in October adding one user, increased the contract \$9,051.08, and added 2 days to the substantial and final completions dates. The substantial completion date is October 14, 2025, and the final completion date is December 23, 2025. In November Pay Application No. 7 was issued and the project was approximately 78 percent complete.

In March 2023, Reclamation awarded the Tribe \$10,548,561 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This AI money funds five projects: Cannonball Asbestos Cement (AC) Pipe Replacement, Kenel AC Pipe Replacement, Master Meter Upgrades, Office and Shop Upgrades, and Wakpala Pipeline Relocation. Reclamation awarded the Tribe with \$8,173,321 in funding for four AI projects in

Fiscal Year 2024: Fort Yates Mainline Replacement, Hilltop Tank, Chemical Feed Building Rehabilitation, and partially funded the Standing Rock Rural Water Area Meter Installation and Supervisory Control and Data Acquisition (SCADA) upgrades. The FY2025 AI awards were announced on December 3, 2024, with Standing Rock receiving an additional \$500,000 of partial funding for the Area Meter project.

Standing Rock recently advertised two contracts, the Cold Storage building and the MRI Office Upgrades. Both projects were first bid on November 7, 2024. The MRI Office Upgrades includes replacement of the roof and windows, adding a vestibule, and remodeling the interior of the office space. Standing Rock received one bid from T.F. Powers Construction Company in the amount of \$2,186,334. The engineer's estimate was \$1,200,600. Standing Rock readvertised for a bid opening on January 29, 2025, and received four bids. The low bid was \$1,242,978 from Tooz Construction, Inc. out of Dickinson, North Dakota. The Cold Storage Building contract consists of an 80-foot x 100-foot building along with site work. The Cold Storage Building contract was also advertised on November 7, 2024, with two bids received. The low bid was from T.F. Powers in the amount of \$1,897,983. The engineer's estimate was \$1,604,250. Standing Rock decided to readvertise the project for a bid opening on January 29, 2025. Five bids were received with the low bid being from Tooz Construction in the amount of \$1,245,686.67. Standing Rock awarded both contracts to Tooz Construction. The Preconstruction conference was held on May 14, 2025, for both contract 2-6 and 2-7. Construction took place over the summer on the Cold Storage building contract 2-7 and was completed in October. The Office upgrade contract 2-6 is still underway and behind schedule.

### **Spirit Lake MR&I System**

Preliminary design and right-of-way acquisitions continued on several projects including: Tokio Service Area Phase II, Service to Warwick School, and Service the City of Oberon.

In March 2023, Reclamation awarded the Tribe \$2,192,370 of Infrastructure Investment and Jobs Act (IIJA) - Bipartisan Infrastructure Law (BIL) Aging Infrastructure (AI) funds. This AI money funds four projects: Spirit Lake Office Upgrades, R5 Tank Access Road, Saint Michael Reservoir Recoat, Water Treatment Plant Access Road Repair. Spirit Lake was again awarded AI funds in December 2024, for three projects in the amount of \$1,200,286. The projects include Filter Media Replacement, Pneumatic Valve Replacement and the Fort Totten Piping Project.

Spirit Lake has completed all easements and cultural resource work for the Tokio Service Area Rural Distribution Phase I contract and submitted the plans and specifications for review. Plans and specifications were reviewed, and comments sent to Spirit Lake on April 1, 2025. The Tokio Service Area was advertised with a bid opening of July 10, 2025. The Tribe decided not to award the Tokio Service Area Phase I and have changed their priorities to serve the cities of Warwick and Oberon.

### **Fort Berthold Rural Water System (FBRWS)**

With the FY2025 obligation, Reclamation considers the Three Affiliated Tribes (Tribe) to have reached their Dakota Water Resources Act (DWRA) authorized construction ceiling. No additional funds will be obligated to their construction contract. The little remaining funds will be retained by Reclamation for contract close-out purposes.

The Infrastructure Investment and Jobs Act Aging Infrastructure (IIJA-AI) PL 93-638 contract was executed with the Tribe in September 2024; it included twelve (\$54.38 million) projects that were approved in March 2023. In May 2025, four more projects were awarded (\$7.285 million), with two being partially funded. One of the 12 projects is done; 9 were advertised, bid, and awarded; 1 is about to be awarded; and 1 is about to be advertised. The last four are in various design phases with two needing additional funding; FY26 IIJA-AI applications were submitted that requested the balance of funds for the two partially funded projects.

Five potable water storage tanks were advertised/awarded in spring 2024. One is funded with FBRWS construction ceiling, one with IIJA-AI funds, and the other three are Tribally funded. One Tribally funded and one IIJA funded tank are completed but not online yet. The other three tanks are in various construction phases.

Reclamation will continue to submit permit applications to the U.S. Army Corps of Engineers for FBRWS raw water intake(s), pipelines, etc. for MR&I purposes as needed by the Tribe.

A Programmatic Environmental Assessment (PEA) was completed in January 2024, which covers the FBRWS Phase III construction, operation, and maintenance activities including IIJA-AI projects.

### **Turtle Mountain Rural Water System**

Contract 3-2 Membrane Treatment Improvements - The membrane treatment project will address the formation of disinfection by-products caused by an organic component in the source ground water. Project re-advertised in September 2019, with two responsible bidders submitting bids, with apparent low bidder being approximately \$1 million over. Consultant negotiated with low bidder, and project was awarded in July 2020. Construction began fall 2020. A soft start-up was completed in December 2024, with some issues being addressed. They are currently working on tasks associated with start-up of the plant. The WTP was also awarded AI money to complete rehab in the existing portion of the plant (\$773,707). Most of this work has been completed.

Contract 2-4 Thorne Reservoir and Booster Station – This project includes the construction of a 500,000-gallon raw water reservoir and booster pumping station, which will help to meet pressure and quantity demands on the system and will increase the efficiencies of the well field pumps. This project was advertised in spring 2020, with all bids being \$3 million plus above engineer's estimate. Consultant amended the Plans and Specifications and re-advertised fall 2020. Negotiations with contractor took place with the project being awarded spring 2021. Project is near substantial completion but will be started up in conjunction with the WTP expansion.

In March 2023, Reclamation approved \$13.023 million of AI funds for Turtle Mountain, \$12.789 million approved in May 2024, and \$28.282 million approved in FY2025. The Tribe requested a PL 93-638 contract for the funds, and the agreement was executed in September 2024.

Approved AI Projects currently in design/construction include: Raw Water Line Replacement Thorne to WTP (\$12 million), 3 Mile Road Watermain Replacement (\$1.85 Million), HWY 3 BIA 8 Watermain Replacement (\$6 Million), Raw Water Line Replacement Rolette and Shell

Valley (\$11.482 million), BIA 5&6 Watermain Replacement (\$5 Million), Hwy 5 Watermain Replacement (\$10.83 Million), Reservoir C West Watermain Replacement (\$5.37 Million), and Reservoir C East (\$6.99 Million).

### **Trenton Indian Service Area**

The Hilltop Water and Sewer Replacement and Pressure Reducing Valve (PRV) Vault project was awarded to Teraflex Group, LLC for \$495,835 and construction work was started summer 2018. The project installed 2,539 linear feet of water line and will replace the existing Booster Station B with a PRV to connect to the existing Western Area Water Supply mainline. User agreement with Western Area Water Supply was being negotiated, with work on the PRV to be completed after agreement was finalized. Trenton received a letter from the City of Williston stating they would be cutting off Trenton's bulk supply by April 15, 2025, but Williston went back on that shutoff date and Trenton is still using this as their supply. Northwest Rural Water District has sent Trenton an agreement for them to provide the supply, but that agreement is not acceptable to Trenton. Trenton is working on resolving this issue with the City of Williston. Additional leak investigation was completed with the finding showing the leak is not coming from Trenton infrastructure. The City of Williston then voted to keep supplying Trenton with water. Trenton submitted a project to the Tribal Domestic Water Supply Program which includes a study evaluating the development of their own source water, but it was not selected for funding in 2025. Trenton has requested to have an agreement with Reclamation to cover a portion of their O&M expenses, and an O&M transfer agreement is being drafted.

## **Principal Supply Works**

### **Repayment Contract**

Reclamation continues to collaborate with Garrison Diversion on the Municipal and Industrial (M&I) pricing for the capital repayment of the Garrison Diversion Unit Project. On June 29, 2022, Regional Director presented Garrison Diversion with a repayment cost of \$47,501 per cubic feet per second. Garrison Diversion did not accept the repayment cost presented.

### **Snake Creek Pumping Plant**

Reclamation continues discussion with the U.S. Army Corps of Engineers on the Snake Creek embankment foundation concerns. Reclamation has signed to be a cooperating agency with the U.S. Army Corps of Engineers in preparing their Dam Safety Modification Study and National Environmental Policy Act (NEPA) Review. The preferred alternative removes the 43-foot reservoir restriction and focuses any future reservoir restrictions to be based on embankment performance data at the time. The State of North Dakota stated that they were okay with either RMP 4 or 4A (partial cutoff or full cutoff wall). They would prefer the complete cutoff wall but would be okay with the partial. Anything shy of that proposed repair would be unacceptable to the State.

Reclamation reimbursed \$3.24 million to Garrison Diversion for the Snake Creek cofferdam removal share allocated to operation and maintenance. Reclamation is the lead Federal agency and will be revising the NEPA and NHPA consultations based on the contractor's specific plans. Dredging is planned to start in early spring with completion in late fall 2026.

## **McClusky and New Rockford Canals**

Reclamation and Garrison Diversion continue to discuss potential title transfer of Snake Creek Pumping Plant, McClusky Canal, and New Rockford Canal. Reclamation is preparing questions for a solicitor's opinion on utilizing Public Law 116-9 - John D. Dingell, Jr. Conservation, Management, and Recreation Act, specifically pertaining to compliance with any applicable international and Tribal treaties and agreements and interstate compacts and agreements.

## **Irrigation**

### **Jamestown Dam**

Jamestown Dam is at the base of flood control, elevation 1429.8, and will continue to pass inflows. No releases were made for irrigation in 2025.

Reclamation is drafting an excess capacity contract for Garrison Diversion to store their water within Jamestown Dam.

### **Turtle Lake and McClusky Canal Irrigation Areas**

Total acres irrigation from the McClusky Canal are 7,842.6.

### **Standing Rock Irrigation Project**

Geotechnical evaluation at Eagle Unit is under review by the U.S. Army Corps of Engineers for their approval before moving forward with the project.

Tribe is moving forward with the Fort Yates Powerline replacement. Reclamation has worked with the Tribe and their irrigator to develop a long-term plan that addresses the future of their three irrigation units. This plan is being used to explore the availability of funds to complete their efforts.

Tribe did fill in the Reservation Resources Director that is the Tribe's technical representative for their current agreement.

## **Recreation Development**

### **Chain of Lakes**

Campgrounds fully winterized.

New fire rings delivered, and sites assessed for priority replacement list.

East Park Lake Dump Station drain field repair has been completed.

Law Enforcement agreements in place to continue through 2026.

## **Hoffer Lake**

Hoop House construction is near completion – delayed from weather and lack of volunteer availability. Some items still need to be purchased. Contract deadline is the end of March.

Shoreline stabilization/riprap project has been completed.

- Still unknown completion for dumpster pads and new site entrances

## **North Dakota Natural Resources Trust**

No updates

## **Wildlife Program**

### **Lonetree**

No updates

### **Audubon**


No updates

### **Arrowwood**

The fish barrier building exploded after a propane valve failed on the propane generator on September 1, 2025. Garrison Diversion is working on rebuilding the building this winter.

### **Scattered Tracts**

At the fall semi-annual meeting, U.S. Fish and Wildlife Service requested a field review with Reclamation and Garrison Diversion Conservancy District to train the new staff on the water operations on the mitigation tracts. Date to be determined.



## McCLUSKY CANAL

Date: 2/15/2019

265



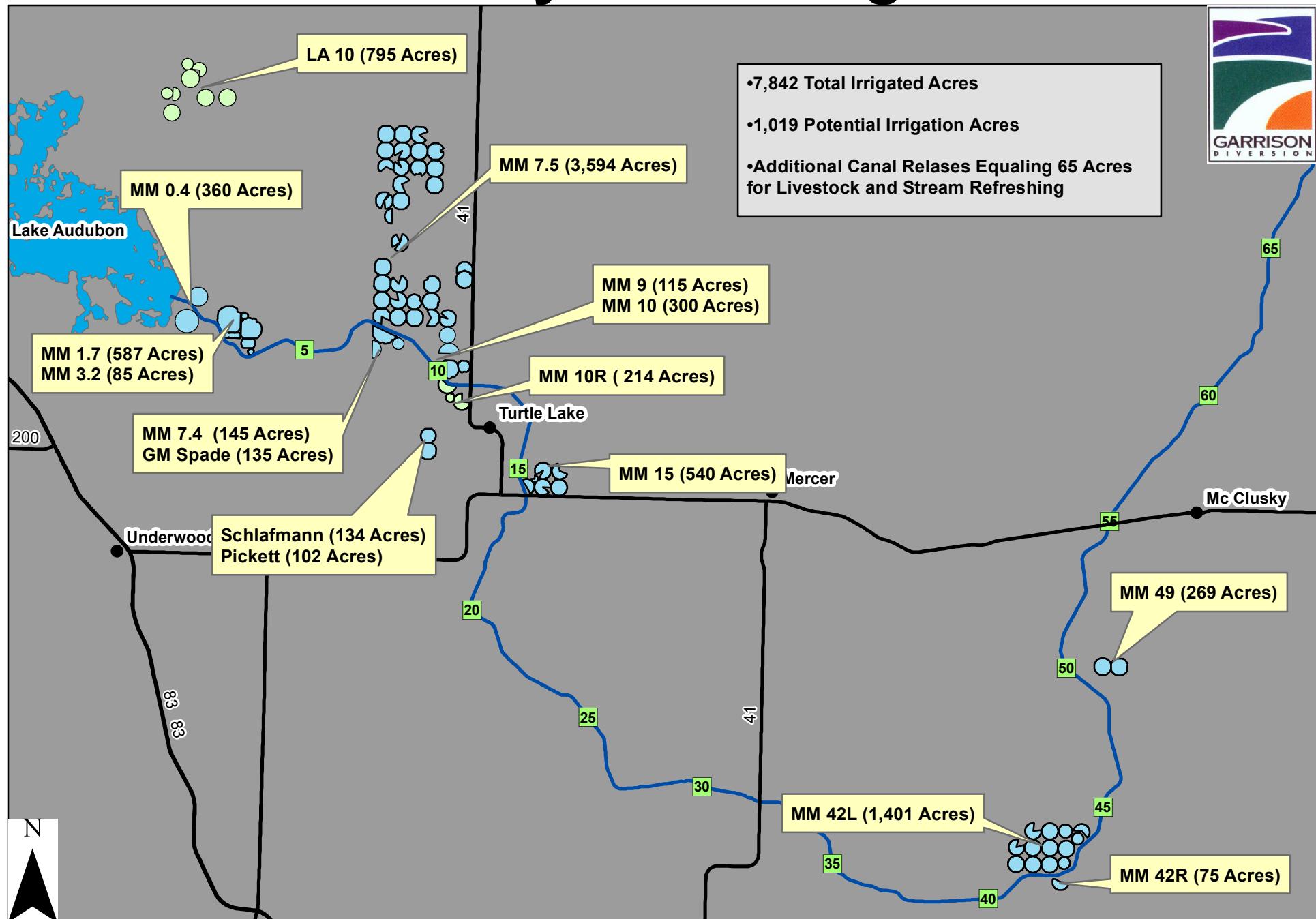
Edited by: h-records  
Imagery: 2015 NAIP

Coordinate System: UTM Zone 14N

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1 inch = 1.5 miles

# McClusky Canal Irrigation



North Dakota  
Irrigation Association



2025 Report

To the Garrison Diversion Conservancy District

## **Narrative Summary of Past, Ongoing, and Future North Dakota Irrigation Association (NDIA) Activities**

### **General:**

North Dakota has approximately 300,000 acres of irrigation used in the production of a variety of crops including corn and cereal grain crops, livestock forage, and high value crops such as potatoes, sugar beets, and onions. Especially in dry years, irrigation is vital to supporting agriculture and value-added processing in the state.

The current irrigated acres are small in comparison with the number of acres statewide that are considered irrigable, and there continues to be strong interest in expanding irrigation acres in the state. By far the greatest potential for irrigation development is in areas where Missouri River water can be used. The North Dakota Irrigation Association (NDIA) continues to work to identify and address barriers to irrigation development in the state at both the state and federal level.

### **Shift in State Support for NDIA:**

In fall of 2025, the Department of Water Resources (DWR) notified the NDIA that they will no longer be contributing operational dollars to support the NDIA. Since the NDIA's founding, the State and the Garrison Diversion Conservancy District (GDCD) have contributed matching dollars to support the operation of the NDIA. The DWR and GDCD each contributed \$50,000/year in 2024. For 2025, the state's contribution was \$25,000. In 2026, there will be no state support.

Through cost saving measures, the NDIA projects that the budget deficit for 2026 will only be \$26,000. With additional support from the ND Water Users Association, who houses the NDIA and provides staff for the NDIA, the deficit was reduced to about \$13,000. The NDIA will continue to work with partners to identify ways to make up this deficit.

### **Irrigation Suitability Analysis:**

In the spring of 2024, the NDIA partnered with North Dakota State University (NDSU), the DWR, and the GDCD to undertake a statewide irrigation suitability analysis. This study has identified soil type suitable for irrigation, analyzed water availability and other factors impacting irrigation. As a result of this study, a map and online dashboard were developed identifying key areas of future development. The final report and dashboard are [available on the NDIA's website](#).

### **Economic Contribution of Irrigation:**

The 2025 Legislative Assembly appropriated \$75,000 to the Department of Agriculture to undertake an economic contribution study of irrigation and drainage in the state. The NDIA raised an additional \$50,000 to complete the study. Key questions the study will look to answer are:

1. What is the economic contribution of irrigation and drainage to the ND economy today?
2. What is the “missed opportunity” the state has experienced because irrigation wasn’t developed per the Pick Sloan agreement with the federal government for approx. 1+ million acres of irrigation development in North Dakota starting in the late 1950s?
3. What is the economic contribution of irrigated land vs. dry land? What about for tiled vs. non-tiled?

Decision Innovation Solutions is conducting the study and results are expected in the summer of 2026.

Irrigation from the McClusky Canal:

The McClusky Canal was developed as part of the Flood Control Act of 1944 to deliver Missouri River water eastward across North Dakota largely for irrigation purposes. Although the Canal has not been fully developed due to legal issues, irrigation is established along the Canal, and there continues to be potential for increasing irrigation along it.

About 7,900 acres were irrigated from the McClusky Canal during 2024 which included irrigation from: MM 0.4 Intake, MM 1.7 Intake, MM 3.2 Intake, MM 7.4R Intake, MM 7.5 Intake, MM 9 Intake, MM 10 Intake, MM 15 Intake, MM 42L Intake, MM 42R Intake, MM 49 Intake, GM Spade, LLP, and Schlafmann/Pickett Siphon. One pivot system in MM 7.5 was irrigated from groundwater.

The GDCD has received significant interest in irrigation over the past year. While many plans are still in initial stages, if all acres being considered would be fully developed, there would be an additional 6,000 acres of irrigation developed with the assistance of the GDCD.

The cost of developing these projects is being funded in two ways: (a) the main infrastructure, pumping plant and main pipelines to deliver water to the fields is cost shared on a 75-25 basis with the State Water Commission (SWC) and (b) through a funding authority provided to the GDCD to levy assessments for debt repayment, operation, and maintenance. The on-farm costs are the responsibility of the farmer and landowner.

The latest reformulation of the Flood Control Act of 1944, the Dakota Water Resources Act (DWRA), authorized the irrigation of 13,700 acres in the Turtle Lake service area, an additional 10,000 acres along the McClusky Canal, and with 28,000 acres in undesignated areas in the Missouri River Basin exclusive of James River drainage. The authorization of these acres via the DWRA gives irrigators on those acres access to project pumping power.

Project Pumping Power:

Project pumping power is reduced rate power that is offered to offset the increased costs irrigators experienced due to the building of the Garrison and Oahe dams. Project pumping power is a critical benefit for making irrigation in parts of North Dakota a possibility. Project pumping power is not applied to all power used by an irrigator, but simply to what is referred to as “first lift power,” the power needed to get water from the river to the field.

The rate producers pay for project pumping power is set by the Bureau of Reclamation and changes over time. Currently, the rate for project pumping power in eligible areas in North Dakota is about 13.7 mills/kilowatt hour or about 1.37 cents/kilowatt hour. The NDIA conservatively estimates that access to project pumping power reduces an eligible irrigator’s power costs by 30%.

The 28,000 undesignated acres in the DWRA referenced above have been undeveloped in North Dakota due to a misinterpretation by the Bureau of Reclamation (Bureau) which has prevented the Bureau from offering project pumping power on any of these undesignated acres. In the past, the NDIA has worked with the North Dakota delegation, led by Senator Kevin Cramer, to introduce clarifying legislation regarding the eligibility of the 28,000 undesignated acres. The NDIA is currently working with the delegation on reintroduction of this legislation, cognizant of the parallel effort to also increase the current MR&I cap for federal water funding. The NDIA is also working with the Department of the Interior to explore an administrative fix to this issue.

Research Support:

The NDIA continues to support research at the North Dakota State University (NDSU) Extension research facilities. The association supported irrigation research requests in SB 2020 during the 2025 legislative session. These included funding for infrastructure at the Nesson Valley Irrigation Research site and the Oakes research facility.

The NDIA has also supported, with letters of support, several grant applications for additional irrigation research in North Dakota, including grants from the Department of Commerce’s Autonomous Agriculture grant program.

Irrigation Highlighted in Water Education Foundation Tours:

The Water Education Foundation’s summer water tour program for 2025 featured an irrigation tour in Oakes that boasted more than 80 attendees including many legislators and other decision makers. The tour in Oakes highlighted irrigation practices at several farms as well as presentations on new satellite sensor technology that is designed to help with efficient water use. Additionally, the tour in Williston included a stop at the Nesson Valley research facility.

State Policy Work:

The 2025 legislative session was an active one for water issues. The NDIA testified on three bills, including HB 1020 which provides funding for the State Water Commission. The NDIA also supported SB 2020 which supports irrigation research at NDSU extension. The association also worked to obtain \$75,000 in state funding for an economic contribution study of irrigation in North Dakota.

The NDIA will be actively monitoring several interim committees, including the Water Topics committee, and working with the DWR to look at the irrigation permit process and irrigation district statutes.

Irrigation District Activation:

In 2024, the NDIA worked with the Horsehead Irrigation District to reactivate. Staff continues to support this district as it begins meeting regularly again and explores potential infrastructure projects within its boundaries.

Irrigation Excellence Award:

The NDIA recognized Loren DeWitz and Jerry Shchaack with Irrigation Excellence Awards at the 2025 Joint Water Convention.

Loren DeWitz grew up on a farm near Tappen, ND. After graduating from North Dakota State University, he worked for the Farmers Home Administration. He served honorably in Germany and Vietnam in the U.S. Army from 1965-1967. After leaving the military, DeWitz spent a year with the NDSU Extension Service and six months in India as part of the International Farm Youth Exchange (IFYE) program. He purchased his own farm in Kidder County in 1969 and developed the first center pivot irrigation in 1970. DeWitz served as a representative in the North Dakota Legislature from 1991-1996. He has been actively involved in water in the state since he started farming, serving in various leadership positions for the ND Irrigation Association, ND Board of Water Well Contractors, ND Board of Well Drillers, ND Water Coalition, and Kidder County Irrigation Association. He also worked as an assessor for the Central Dakota Irrigation District, working with members to establish and finance irrigation projects. DeWitz has also been the District 8 Republican party chair for the state. DeWitz and his late wife, Judy, were married 54 years and have two children and nine grandchildren.

Jerry Schaack grew up in Sykeston, ND. After graduating from North Dakota State University with a degree in agricultural engineering, Schaack served in the U.S. Air Force. He started his career with the U.S. Bureau of Reclamation in 1962, working on the drainage of Reclamation irrigated lands in the Upper Missouri region. In 1966, Schaack moved to Bismarck where he worked as a drainage and irrigation engineer on the Garrison Diversion Project and later supervised operations and maintenance of Reclamation facilities in Washington, Oregon, Idaho, and Montana. Schaack and his team developed a "Safety of Dams Program" for Reclamation, which was used in the U.S. and internationally. He retired from Reclamation in 1989 but continued working, serving as a consultant on water and irrigation projects throughout the U.S. and in

nearly 20 countries. He became a district engineer for the Garrison Diversion Conservancy District in 1993 and later worked with the ND Irrigation Association. He also served on the Upper Missouri Water Association, International Commission on Irrigation and Drainage, and many other water organizations in the state and the western U.S.

Annual North Dakota Water Convention and Irrigation Workshop:

The 202e Water Convention and Irrigation Workshop was held December 9-11 in Bismarck. The theme of this convention was “Water. Not an Option”.

The Irrigation Workshop was held on December 11. The agenda included presentations on the irrigation economic study, wetland litigation and new satellite sensor technology to increase water efficiency. The Workshop also featured a forum on the water permit process with the Department of Water Resources.

The NDIA member meeting was held on December 11. The draft meeting minutes from the member meeting and roster of 2026 board members accompany this report.

Membership:

As of December 2025, the NDIA membership is 119. Membership was slightly up in 2025.

## **2025 Activities**

The North Dakota Irrigation Association continues to assist in its efforts to advance opportunities for irrigation and value-added agriculture. In 2025, the NDIA:

1. Represented irrigators at the 2025 legislative session, including participation in Ag Day at the Capitol.
  - a. Secured irrigation funding in the State Water Commission's budget
  - b. Secured funding for irrigation economic contribution study
2. Arranged for irrigation to be highlighted in three Water Education Foundation 2024 Summer tours
  - a. The July 15 tour in Oakes (record attendance)
  - b. The August 7 tour in Williston
3. Lobbied in favor of project pumping power legislation in DC.
4. Participated in Ag Coalition meetings.
5. Attended and participated in SWC meetings.
6. Met regularly with the Garrison Diversion Conservancy District.
7. Maintained the NDIA Facebook page.
8. Coordinated the placement of irrigation related articles in the *North Dakota Water* magazine.
9. Completed statewide irrigation suitability analysis.
10. Began work with ND Department of Agriculture and several agriculture organizations to conduct irrigation economic contribution study.
11. Worked with irrigation districts looking to reactivate and potential districts to form.
12. Met with ND Bankers Association and presented at their Ag Credit Conference on irrigation and financing.
13. Held Irrigation Workshop.
14. Met with Department of Water Resources on the importance of a timely permit process.
15. Coordinated funding for and management of statewide irrigation suitability analysis.
16. Worked with irrigation districts looking to reactivate and potential districts to form.
17. Continued to work with the Bank of North Dakota to increase funding for the Ag Pace program.
18. Held Irrigation Workshop.

## **2026 Workplan**

### **1. Maintain and Sustain the Organization**

- a. Maintain current membership and recruit new members.
- b. Conduct board meetings.
- c. Hold annual member meeting.
- d. Maintain the office.
- e. Maintain and distribute promotional materials.
- f. Maintain website and Facebook page.
- g. Maintain finances of the organization.
- h. Develop value proposition for membership.

### **2. Irrigation Education**

- a. Prepare irrigation focused articles in the *North Dakota Water* magazine.
- b. Provide the *North Dakota Water* magazine to all county commissioners.
- c. Promote Research Field Days and participate if possible.
- d. Arrange irrigation tours in coordination with the ND Water Education Foundation.

### **3. State Policy Support**

- a. Advocate for transparent, timely, review and processing of water permit applications for irrigation.
- b. Support research and tools to inform decision makers on water availability throughout the state.
- c. Participate in the North Dakota Water Coalition funding process.
- d. Support legislative and administrative proposals to improve irrigation opportunities, investment, cost-share and incentives.
- e. Support Legacy Fund and infrastructure funding proposals.
- f. Support funding efforts for the expansion and modernization of the Oakes and Nesson Valley Irrigation Research Stations with NDSU, SBARE, and the legislature.
- g. Participate in relevant interim legislative committee meetings.
- h. Maintain favorable working relationships with State Water Commission members and Department of Water Resources staff.

### **4. Federal Policy Support**

- a. Work to secure adequate federal funds for water projects and programs.
- b. Work to advance legislation or an administrative fix to clarify legislative intent of the Dakota Water Resources Act of 2000 to authorize project use power for 28,000 acres of irrigable land in accordance with the flood control act of 1944.

### **5. Irrigation Support and Development**

- a. Continue to communicate with groups, agencies, individuals, and companies to discuss irrigation development and the production of crops under irrigation.
- b. Work with proponents, including the Garrison Diversion Conservancy

District, to explore opportunities for irrigation development across the state, particularly in the Missouri River corridor and along the McClusky Canal.

- c. Work with partners to identify funding opportunities to promote and enhance irrigation.
- d. Attend and present at Garrison Diversion Conservancy District board and executive committee meetings.
- e. Support irrigation districts and irrigators pursuing grant or research opportunities to advance the industry.
- f. Support the ND Department of Agriculture's study of the economic contribution of irrigation.

December 19, 2025

## NORTH DAKOTA

WATER USERS ASSOCIATION | WATER COALITION | WATER RESOURCE DISTRICTS ASSOCIATION | IRRIGATION ASSOCIATION

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# Policy Update

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**Water Convention Wrap Up**

Thank you to the many of you who were able to attend the Water Convention last week. It was a great couple of days full of networking and learning. All of the sessions at Convention were recorded and those recordings will be posted to our [YouTube channel](#) when they are finalized.

In addition to the many sessions and networking breaks, the Water Users, Water Resource Districts Association and Irrigation Association finalized their Goals and Resolutions for 2026. The updated document can be found [on our website](#).

**Interim Water Topics Committee**

The interim Water Topics Committee met on Tuesday, December 9, at 8:30 a.m. at the Capitol in Bismarck. The [Water Resource Districts Association presented](#) on the legislature's study of water management on a watershed basis. It was a productive discussion on the merits of the current water resource district system and the new tools provided by the legislature in the 2025 session via SB 2276.

**State Water Commission Meeting**

The State Water Commission met on December 16 and approved more than \$30.4 million in cost share for projects, including almost \$27 million for rural water projects. The dollars appropriated by the legislature for rural water projects are almost exhausted.

**Department of Water Resources RFQ for Operation Safe Flow**

The North Dakota Department of Water Resources (DWR) is soliciting submissions of qualifications from engineering firms desiring to provide professional services to the DWR for a low-head dam mitigation initiative called Operation Safe Flow. The chosen firm will be required to complete preliminary designs and preconstruction services related to hazard mitigation at six selected low-head dams. The deadline for the submittal is 4:00 PM CST on Thursday, January 8, 2026. The complete Request for Qualifications can be accessed here: [RFQ Operation Safe Flow](#).

**WOTUS Listening Session**

The U.S. Army Corps of Engineers and the EPA released [their proposed WOTUS rule](#) that would establish a clear, durable, common-sense definition of "waters of the United States" under the Clean Water Act. [Click here to view](#) the press release which provides an overview of the rule. Sen. Cramer hosted a listening session on the proposed rules on December 12 in Bismarck. The Water Users Association attended and listened to comments from a number of state agencies and agriculture groups.

**Merry Christmas and Happy New Year from the ND Water Staff! Our office will be closed December 24-January 1. We look forward to seeing you after the New Year!**

We'd love to hear from you! Feel free to email us at [staff@ndwater.net](mailto:staff@ndwater.net) or call 701-223-4615.

## **North Dakota Irrigation Association**

### **2026 Board of Directors**

Scott Mund, Chair, Milnor  
Sharon Schiermeister, Vice Chair, Hazelton  
Justin Candee, Bismarck  
Loren DeWitz, Bismarck  
Doug Gullikson, Cartwright  
Steve Hansen, Ludden  
Steve Knorr, Coleharbor  
Jerry Schaack, Bismarck  
Bill Sheldon, Ray  
Michael Tweed, Tolna  
Carter VanderWal, Pollock, S.D.  
Brian Vculek, Crete  
Jay Wardner, Bismarck

### **Staff**

Dani Quissell, Executive Director

**NORTH DAKOTA IRRIGATION ASSOCIATION ANNUAL MEMBER MEETING**  
**AGENDA**

Bismarck Hotel and Conference Center, Bismarck, North Dakota  
Noon Thursday, December 11, 2025

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- I. Call to order by Steve Hansen, Chairman
- II. **Minutes of December 12, 2024, annual meeting**
- III. **Nomination and election of NDIA Directors for 2026**
- IV. 2025 Activity Update
- V. Carbon Market Update—Steve Knorr
- VI. New Business
- VII. Adjourn

**\*motion requested**



# North Dakota Irrigation Association

P.O. Box 2254  
Bismarck, ND 58502  
701-223-4615  
701-223-4645 (fax)

Dedicated to strengthening and expanding irrigation to build and diversify our economy

## North Dakota Irrigation Association (NDIA) Annual Membership Meeting

Grand Pacific Room, Bismarck Hotel and Conference Center, Bismarck, ND

**December 11, 2025**

Attendees: Sid Abudureyimu, Saber Aradpour, Collins Asante-Sasa, Boston Bartholomay, Mike Brandenburg, Justin Candee, Lee Candee, Parker Christian, Chris Colby, David Dahl, Sam DeVries, Loren DeWitz, Heidi Eslinger, Spencer Eslinger, Steve Fritel, Michaela Halvorson, Steve Hansen, Justin Jacobs, Xinhua Jia, Steve Knorr, Jacoby Kramlich, Eric Larson, John McCrory, Scott Mund, Jay Myers, Joe Nett, Andrew Nygren, Laxmi Prasad, Justin Quandt, Lucas Roy, Jerry Schaack, Sharon Schiermeister, Butch Schwab, Greg Schwab, Devin Schwindt, Sean Seefeldt, Brandon Sehn, Bill Sheldon, Jean Sheldon, Sawyer Smith, Dean Steele, Brian Vculek, Margaret Windingstad, and Jun Yang

Staff Attendees: Annika Plummer and Dani Quissell

**I. Call to Order**

The meeting was called to order by Chairman Hansen at 12:08 p.m.

**II. Introduction of Attendees**

All attendees introduced themselves.

**III. Minutes of December 12, 2024, Annual Meeting**

*Mund moved to approve the minutes of December 12, 2024, as presented. Schaack seconded the motion. Motion carried.*

**IV. Nomination and Election of NDIA Directors for 2026**

Quissell explained that the NDIA board is elected annually, there are no term limits, and while there are 12 current board members, 13 are allowed per the bylaws. *DeWitz moved to approve the 12-member board as presented. Vculek seconded the motion. Motion carried.*

**V. 2025 Activity Update**

Quissell said that 2025 was a legislative year and the NDIA was active. It had a booth at

Ag Day at the State Capitol; it was good to interact with the people in attendance. The NDIA focused on funding within the Department of Water Resources (DWR) budget and funding within the State Water Commission to the Bank of North Dakota (BND) for the Ag Pace Program. The legislature passed an irrigation and drainage study with support from Rep. Cindy Schreiber-Beck and a group of agricultural commodity groups. The ND Water Education Foundation (WEF) summer water tours included two tours focused on irrigation. The tour held in Oakes, hosted by Hansen, was one of the better attended tours in WEF history with more than 80 attendees. The statewide irrigation suitability analysis is complete and on the NDIA website. The dashboard is also there showing potential for irrigation across the state. The NDIA attended the ND Bankers Association conference to talk about financing for irrigation; Quissell thanked Knorr for presenting with her. The NDIA considers the permit process with the DWR a high priority and will continue to advocate for a timely permit process.

#### **VI. Carbon Market Update – Steve Knorr**

Knorr said that the goal is to work with farmers to provide an extended tax credit to 2029 and advocate for the “book and claim” method to ensure free and fair market ability over the “mass balance” method. Knorr said that Brooke Rollins, U.S. secretary of agriculture, announced a \$700 million pilot program to support farmers adopting regenerative agriculture practices yesterday. Knorr also said that 54 percent of diverted water is used by irrigators. He challenged the room on how irrigators can go further with the water to benefit farmers.

Knorr introduced Parker Christianson with UpTerra. Christianson shared a video on TerraFlow®, technology that has been vetted on Knorr’s farm and validated in 2025. Christianson said that UpTerra focuses on reimagining water, the top input on crops, and improving soil health. Christianson said that the company started five years ago and now has technology on 450+ farms across 40,000 acres from Texas to Canada.

Christianson explained that the TerraFlow® technology is designed to transform ordinary irrigation water into a more efficient tool. UpTerra has documented cumulative effects of the technology, including improvements in soil health (25% increase in infiltration rates), root development, and plant health. The technology allows water needs to decrease, resulting in less fertilizer needed. There is better water use efficiency (increase in holding capacity for the top 20% of soil), reduced salinity stress (nearly 25% reduction in salinity), improved crop agronomics (increased growth rate in corn and improved kernel quality), and reduced compaction problems. Christianson concluded that UpTerra should be chosen because “every drop drives profit.”

Knorr confirmed that his farm experienced a dramatic difference this year while using this technology. He said that if we can save 10% water use, that opens more water for permits in the fight for water.

#### **VII. New Business**

Quissell reviewed the 2026 work plan and asked for input on it. She explained that NDIA will continue working on Project Pumping Power (PPP) issue. With Andrea Travnicek

(former DWR director) and Doug Burgum (former ND governor) now in the U.S. Department of the Interior, both of whom are knowledgeable about PPP, Quissell hopes to schedule a meeting before the end of December to try and move this forward. She also said that the NDIA needs to bring value to everyone in attendance.

Mund said that more input from users is necessary so the board knows what direction it should move.

Dahl shared that he would appreciate efficiency comparisons on new technology vs. old technology and if that could help open up more potential for water. He explained that when it got wet in the 1990s, it allowed irrigators to use less water for their acreage; however, they were not allowed to increase their acreage under their water permits. He is hoping a study could determine how much more water could be available due to new technology.

Hansen added that if the NDIA wants to move things forward, it needs to be based on science and data.

DeWitz suggested that BND review its policy of a seven-year life span for a pivot; technology will put the pivots out-of-date before they wear out. In 15-20 years, the pivot will pay for itself.

Vculek asked about tile water in legal drains and if there is a potential use for irrigation from that source. Hansen said that there is a Rain360® in Oakes, shown on the Oakes water tour, that is using tile water; DWR is issuing temporary permits for it. Jia added that her research has shown that water quality from drainage can be a concern and her publications are available for review. Steele also shared that there have been lots of studies at North Dakota State University that could be useful.

Quissell shared that WEF is looking for places for its water tours that bring value; reach out to her with ideas. She handed out membership brochures to current members and asked them to get more people involved.

**VIII. Adjourn**

The meeting was adjourned at 12:52 p.m.

**Certification of Resolution  
of the Burleigh County Board of Commissioners**

I, Mark Splonskowski, certify:

1. I am the Burleigh County Auditor and, as such, am charged with keeping the records and the minutes of the Burleigh County Board of Commissioners.
2. I have reviewed the attached Resolution for Burleigh County to Withdraw from Garrison Diversion Conservancy District.
3. The attached Resolution is a true and correct copy of the Resolution approved by the Burleigh County Board of Commissioners at their regular meeting on December 1, 2025.

I certify, under penalty of perjury, that the foregoing certification is true and correct to the best of my knowledge.

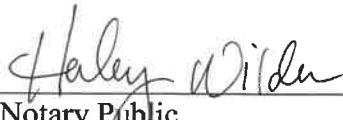
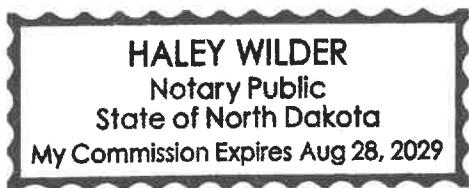
Dated this 3<sup>rd</sup> day of December, 2025.



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Mark Splonskowski  
Burleigh County Auditor

Subscribed and sworn to before me on this 3 day of December, 2025.



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Haley Wilder  
Notary Public  
Bismarck, Burleigh County, North Dakota



DEC 1 1 2025

**TO:** Board of Directors  
Garrison Diversion Conservancy District  
401 Highway 281 N.  
P.O. Box 140  
Carrington, ND 58421

**FROM:** Burleigh County Commission  
316 N. 5<sup>th</sup> St.  
Bismarck, ND 58501

**DATE:** December 1, 2025

**RE:** Petition for Withdrawal from Garrison Diversion Conservancy District

**PETITION**

On behalf of Burleigh County, it is requested that the Board of Directors of the Garrison Diversion Conservancy District exclude Burleigh County from the District as per N.D.C.C. § 61-24-16(1). The County has not been benefited in whole or in part by its membership in the District, thus requests an immediate withdrawal and exclusion.

Burleigh County has not been sufficiently benefited by its membership in the District in whole or in part for the following reasons:

1. Burleigh County has not received a benefit in part from the approximately \$9.9 million levied in property taxes. There has not been a benefit in part from the levied amount because Burleigh County has received approximately \$825,588 in grants from the Garrison Diversion Conservancy District from 1993 through 2022, which Burleigh County does not see as a proper return on its investment.
2. Burleigh County would not receive a benefit in whole or in part for future investments because based on the last five years of growth in property valuations, a one-mill tax rate would produce approximately \$9.6 million for the next ten years with likely not enough of a return on the investment to warrant a whole or in part benefit to Burleigh County, based on previous benefits.
3. The investment that Burleigh County has put into the District has not benefited the County due to the number of grants that have been awarded by the District that have been outside the scope of the original intent of the District when it was created.
4. Burleigh County was not benefited by the District with the South Central Regional Water District because the District did not contribute any funds to the project, and did not invest any of the money that was given to them by Burleigh County into the South Central Water Project.

5. The grant that was given to Burleigh County for the South Central Regional Water District, approximately \$56 million, was not a benefit from the District as it was federal funds that were administered through the District. Further, the funds were not contingent on the membership of Burleigh County in the District.
6. The South Central Regional Water District has directly benefited Burleigh County citizens applying for rural water connection grants, a total being \$36,664, which was independent of the County's membership in the District.

Burleigh County has not benefited in whole or in part by its membership with the Garrison Diversion Conservancy District. It is the request of the County that they be excluded from the District immediately due to there being no beneficial reason for Burleigh County to continue investing into the District.



Burleigh County Commission  
Brian Bitner, Chair

ATTEST:



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Burleigh County Auditor  
Mark Splonskowski

**RESOLUTION FOR BURLEIGH COUNTY TO WITHDRAW FROM  
GARRISON DIVERSION CONSERVANCY DISTRICT**

Whereas the Garrison Division Conservancy District, hereinafter referred to as District, was to provide for future economic welfare and prosperity of the people of this state, and particularly of the people residing in the area embraced within the boundaries of the conservancy district created by the N.D.C.C. § 61-24-01;

Whereas the District was to provide for the irrigation of lands within the sections of such district periodically afflicted with drought, and to stabilize the production of crops thereon;

Whereas the District was to replenish and restore the depleted waters of lakes, the Red, Sheyenne, James, and other rivers, and streams in the district, and to stabilize the flow of those streams;

Whereas the District was to make available within the district, or outside the district to the extent authorized by a joint power agreement under chapter 54-40.3, waters diverted from the Missouri River for irrigation, domestic, municipal, and industrial needs, and for hydroelectric power, recreation, fish, wildlife, and other beneficial and public uses;

Whereas the District was to study and provide for the water needs of eastern North Dakota communities and water districts and western Minnesota communities through a Red River valley water supply project;

Whereas the District was to fund the Southwest Pipeline Project, the McLean Rural Water System and other projects which was to provide indirect benefits to Burleigh County;

Whereas on January 5<sup>th</sup>, 1988, Burleigh County joined the Garrison Diversion Conservancy District;

Whereas Burleigh County has levied \$9.9 million through property taxes from the one-mill levy since 1988 and has received approximately \$825,588 in grants from the District from 1993 through 2022;

Whereas in the next ten years, it is estimated that Burleigh County will contribute \$9.6 million, based on the last five years of growth in property valuations;

Whereas the District has awarded grants that are outside the scope of the original intent of the District;

Whereas the District did not contribute to the South Central Regional Water District and did not invest any of the contributions from Burleigh County as the approximately \$56 million provided was from federal funds;

Whereas the grant that was given to Burleigh County for the South Central Regional Water District was not contingent on Burleigh's membership to the District because the grant was from federal funds;

Whereas the South Central Regional Water District has directly benefited Burleigh County citizens applying for rural water connection grants, \$36,664 in total, independent of Burleigh County's membership in the District; now, therefore, be it

*Resolved*, due to Burleigh County not receiving a benefit in whole or in part from its membership in the Garrison Diversion Conservancy District, Burleigh County wishes to withdraw from the District;

*Resolved*, Burleigh County wishes to be excluded from the Garrison Diversion Conservancy District immediately due to there being no beneficial reason for Burleigh County to continue investing into the District;

*Resolved*, the Chairman of the Burleigh County Commission will file with the Board of Directors of the District a petition, for and on behalf of Burleigh County, requesting the Board of Directors exclude Burleigh County from the District;

*Resolved*, a certified copy of this resolution for Burleigh County shall accompany and be filed with the petition;

*Resolved*, the petition and resolution state specific reasons why Burleigh County will not be benefited by the establishment and development of the Garrison diversion unit.

Dated this 1<sup>st</sup> day of December, 2025.

  
Burleigh County Commission  
Brian Bitner, Chair

ATTEST:

  
Burleigh County Auditor  
Mark Splonskowski



## GARRISON DIVERSION CONSERVANCY DISTRICT BURLEIGH COUNTY BENEFITS

**DECEMBER 2025**

### **GARRISON DIVERSION OVERVIEW**

The Garrison Diversion Conservancy District (Garrison Diversion) was created by the State in 1955 to develop the federal Garrison Diversion Unit (GDU) project.

#### ND Century Code Ch. 61-24

- Promote the establishment, construction, development, maintenance, and operation of the Garrison Diversion Unit, or any part thereof.
- To make available...waters diverted from the Missouri River for irrigation, domestic, municipal, and industrial needs, and for hydroelectric power, recreation, fish, wildlife, and other beneficial and public uses.
- To study and provide for the water needs of eastern North Dakota communities and water districts and western Minnesota communities through a Red River Valley Water Supply Project

The first meeting of the board was held July 18, 1955, with 22 original counties in the Garrison Diversion Conservancy District. Today, the district encompasses 28 counties; each member county elects a citizen to serve on the board of directors and levies one mill to support the activities of Garrison Diversion.

#### **Burleigh County petitioned to join the Garrison Diversion Conservancy District in 1988.**

The Garrison Diversion Unit Project stemmed from the Flood Control Act of 1944, or the Pick-Sloan Missouri Basin Program. In 1965, the project was reauthorized, and legislation was enacted for the Garrison Diversion Unit (GDU). The primary focus of the plan was to include municipal and industrial water, fish and wildlife development, recreation and flood control, along with 250,000 acres of irrigation, compensating ND for land inundated by the construction of the Garrison Dam and reservoir. Between 1968 and 1984, construction and preparatory activities progressed on many features. The Garrison Diversion Unit Reformulation Act of 1986 and the Dakota Water Resources Act of 2000 (DWRA) further amended the original project, and today, the Garrison Diversion Conservancy District operates under the DWRA, which outlined a program to meet water supply needs in North Dakota. The DWRA authorized MR&I, fish and wildlife, recreation, irrigation, flood control, stream flow augmentation and ground water recharge.

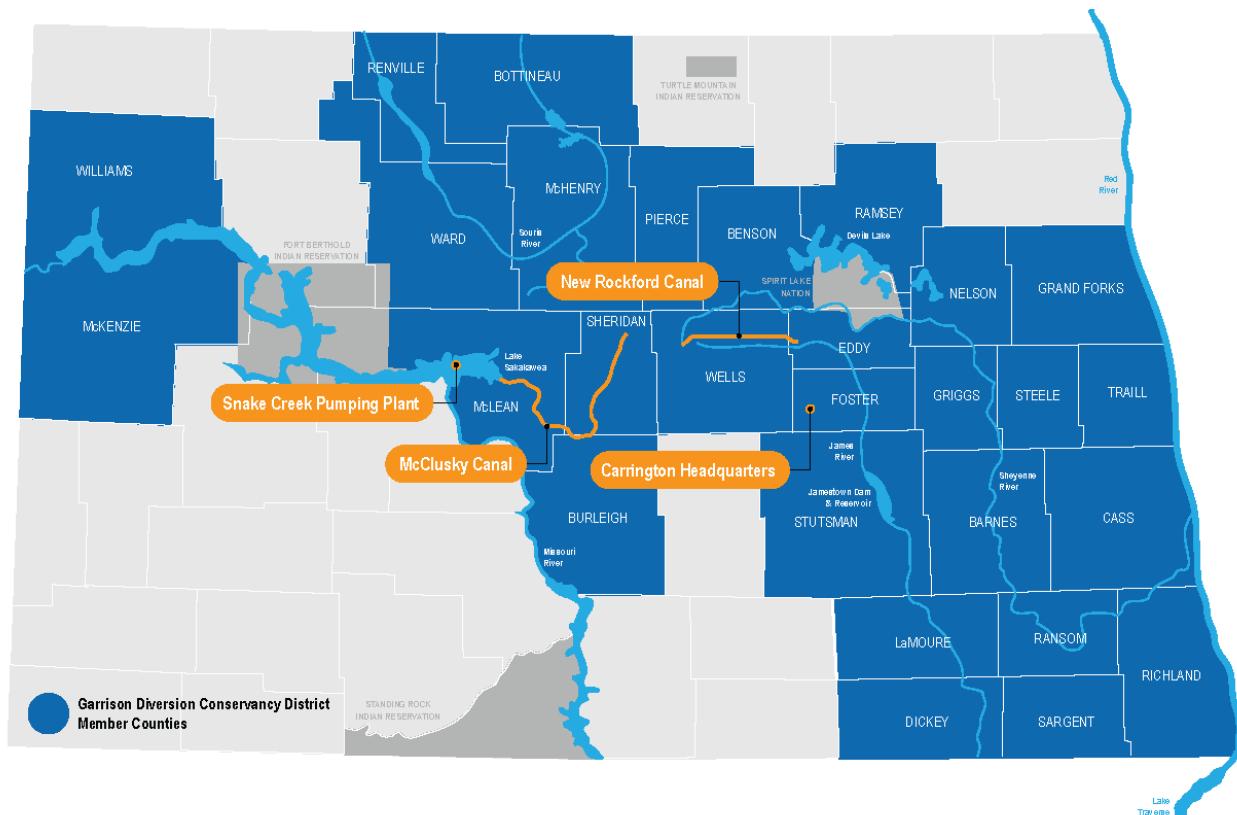
The purposes of the DWRA as declared by Congress are to:

1. Implement the recommendations of the Garrison Diversion Unit Commission final report in the manner specified by this act.
2. Meet the water needs within the state of North Dakota, including MR&I needs.
3. Minimize the environmental impacts associated with the construction and operation of the Garrison Diversion Unit.

4. Assist the United States in meeting its responsibilities under the Boundary Waters Treaty of 1909.
5. Assure a more timely appropriate repayment of federal funds expended for the Garrison Diversion Unit.
6. Preserve any existing rights of North Dakota to use water from the Missouri River.
7. Offset the loss of North Dakota farmland resulting from the construction of major features of the Pick-Sloan Missouri Basin Program providing irrigation, MR&I water systems, recreation, flood control, ground water recharge, augmented stream flows and the conservation and development of fish, wildlife and other natural resources.

GDU Facilities include the McClusky Canal, Snake Creek Pumping Plant, and New Rockford Canal. Federally owned by the US Bureau of Reclamation, Garrison Diversion is tasked with operations and maintenance of the facilities.

**Our mission is to provide a reliable, high quality and affordable water supply to benefit the people of North Dakota.**



## McCLUSKY CANAL BENEFITS

### IRRIGATION

Garrison Diversion continually supports irrigation development utilizing Missouri River water and the McClusky Canal, by assisting producers with planning and developing irrigation projects, as well as managing project funding.

Currently, there are 75 irrigated acres along the McClusky Canal in Burleigh County, with the potential to develop additional irrigation projects. Garrison Diversion works with the ND

Legislature, federal government, ND Irrigation Association and the State Ag Department, to grow irrigation in North Dakota.

#### McCLUSKY CANAL RECREATION

Over 7 miles of the McClusky Canal runs through Burleigh County and includes New Johns Lake, a popular spot for fishing and recreation. New Johns Lake is part of the Chain of Lakes Recreation Area, which also includes Heckers Lake, East Park Lake and West Park Lake. In this area, there are 34 camp sites, 2 boat ramps, 4 bathrooms and RV dump sites.

Garrison Diversion provides maintenance to these recreation areas, popular to Burleigh County residents.

#### ECONOMIC BENEFIT OF McCLUSKY CANAL

Each year, Garrison Diversion expends over \$3.0 million maintaining Garrison Diversion Unit facilities and Bismarck is the main economic hub for Garrison Diversion operations expenses.

#### WATER QUALITY

The McClusky Canal delivers water through Painted Woods Creek, which mostly runs through Burleigh County. The fresh water improves water quality in the creek, benefitting ranchers/livestock utilizing the water source.

#### FEDERAL MUNICIPAL, RURAL & INDUSTRIAL (MR&I) WATER SUPPLY PROGRAM

The federal MR&I water supply program provides a source of funding to water projects in North Dakota. Garrison Diversion's MR&I program is jointly administered by Garrison Diversion and the Department of Water Resources to provide funding to deliver quality water throughout the state.

Dozens of municipal and rural water systems across North Dakota have received funding through the MR&I program to address current and future water demands on their systems.

The South Central Regional Water District, the rural water district serving Burleigh County, has been a recipient of MR&I funds, receiving over **\$57.0 million** to date.

Garrison Diversion is currently working with Senator Hoeven to secure additional MR&I funding that would benefit rural water systems in North Dakota, including the South Central Regional Water District.

As far as MR&I funds spent outside of the District – Since 2000, roughly 22% of total MR&I funds were spent out of the district and, of that, SWPP consisted of over 20%. Other than SWPP, only 2% of MR&I funds were spent out of the district.

#### MUNICIPAL, RURAL & INDUSTRIAL (MR&I) WATER SUPPLY ASSISTANCE GRANT PROGRAM

In 2021, Garrison Diversion created the MR&I Water Supply Assistance Grant Program to provide funding assistance to offset the costs of new customer hookups to a rural water system or district within Garrison Diversion's member counties. Assistance for new customer hookups may be for residential use, livestock use, or commercial/business use.

The Water Supply Assistance Grant Program is also in place to aid municipal water systems or districts with extraordinary OM&R projects that will impact the delivery of water to users, introduce health and safety issues, or bring potential harm to other infrastructure if not

repaired. Burleigh County residents have been awarded **\$21,734.00** in Water Supply Assistance grant funds to date.

The next deadline to apply for a Water Supply Assistance Grant is May 1, 2026.

PROJECT	GRANT APPROVAL DATE	GRANT AMOUNT
South Central Regional Water	06-01-21	\$1,511.00
South Central Regional Water	06-01-21	\$1,398.00
South Central Regional Water	04-07-22	\$7,474.00
South Central Regional Water	08-15-22	\$1,351.00
South Central Regional Water	08-18-25	\$10,000.00
<b>TOTAL</b>		<b>\$21,734.00</b>

#### **MATCHING RECREATION GRANT PROGRAM**

Garrison Diversion returns 20% of its one-mill levy to qualifying recreation projects within the 28-county district through the Matching Recreation Grant Program. Since its inception in 1990, over \$9.0 million has been awarded to recreation projects throughout the district.

As part of the Garrison Diversion Matching Recreation Grant Program, Burleigh County has been awarded **\$870,287.00** in matching grant funds. Grant funds have been used on projects from park updates to walking trails and welcome centers.

Prior to 2021, there was not a defined limit on recreation grant awards. In November 2021, in response to several grant periods with high requests, a \$75,000 max award was imposed. In April 2025, the award maximum was reduced to \$50,000, again in response to a large number of requests.

The next deadline to apply for a Matching Recreation Grant is March 1, 2026.

PROJECT	GRANT APPROVAL DATE	GRANT AMOUNT
Bismarck Parks & Recreation	1993	\$12,000.00
Hoge Island	1995	\$125,000.00
Kimball Bottoms	4-26-05	\$1,625.00
Kneifel Landing	10-04-06	\$7,500.00
Kneifel Landing Fish Cleaning Station	05-05-11	\$5,000.00
Sibley Park Accessibility Improvements	10-09-13	\$16,112.00
Kiwanis Park Playground Equipment	10-08-15	\$23,250.00
General Sibley Interpretive Trail	04-29-16	\$24,668.00
Sensory Play Space – Magical Moment	05-02-18	\$27,125.00
New Generations Park – Splash Pad	05-02-18	\$40,000.00
Elk Ridge Neighbor Park Amenities	05-02-19	\$100,000.00
McDowell Dam Vault Toilet	09-26-19	\$3,478.00
Zonta Park Prairie Play Nodes	09-26-19	\$15,053.00
Bismarck Parks & Recreation – Sertoma Shelter	05-06-20	\$24,529.00
Burleigh Cty Comm – Steckel Boat Landing North	05-06-20	\$6,000.00
North Central Park Improvements	10-01-20	\$82,136.00
Sertoma Park Fitness Improvements	04-29-21	\$75,167.00
Tom O’Leary Restroom	04-29-21	\$80,513.00
Steckel Boat Landing South Picnic Shelter	04-29-21	\$6,000.00
4H Arena Play Area	09-23-21	\$31,291.00

Sibley Campground Electrical Updates	09-23-21	\$36,746.00
*American Legion Splash Pad	09-28-22	\$30,000.00
*Wilton North Park Pickle Ball Court	09-28-22	\$2,395.00
*Municipal Ballpark Master Plan Improvements	03-20-24	\$50,000.00
*General Sibley Park 2-5 Playground	03-26-25	\$16,000.00
*McDowell Dam Shelter/Playground/Path	03-26-25	\$28,699.00
<b>TOTAL</b>		<b>\$870,287.00</b>

\* Outstanding Recreation Projects

### MISSOURI RIVER JOINT WATER BOARD

The Missouri River Joint Water Board represents the water resource districts of **Burleigh**, Dunn, Emmons, McKenzie, Mercer, Morton, Mountrail, Oliver, Sioux, and Williams Counties in ND to develop and implement solutions to water resources problems and issues within the Missouri River corridor.

Garrison Diversion has been supporting the Missouri River Joint Water Board's efforts financially since 2009, and has expended over **\$463,000** to help the group achieve their mission.

### MILL LEVY

Garrison Diversion collects one mill from each county in the district.

#### MILL LEVY FUNDS ARE USED AS BELOW:

- 11 general fund staff members in Carrington
- Develop irrigation – meeting with landowners, soil sampling, design irrigation system, lead cost-share program with DWR
- Manage recreation program – evaluating projects, awarding funds, making reimbursements – tracking and auditing projects
- Manage MR&I resources/program – Federal MR&I dollars - learn about project, review and approve plans and specs, change orders, pay requests; Water Supply Assistance Grant Program
- RRVWSP – short term, staff time, administer Lake Agassiz Water Authority
- Facilitate 30+ Garrison Diversion meetings each year, including 4 Board and 4 Executive Committee, dedicated to issues inside the District Boundary

### RESERVE FUNDS

Garrison Diversion's budget is over \$150M for all focus areas. Given that large a budget, funds on hand are needed for cash flow to keep the district's programs and focus areas operating. Of the \$40M in reserves and cash on hand, over \$9M are restricted or committed for specific purposes set by contract requirements or board action; \$14.5M is flow through funds; \$11.5M for operations, and \$5M is unrestricted.

## 2025 ACCOMPLISHMENTS

### Garrison Diversion Conservancy District

#### 1) Federal/National

- a) Met with Regional Office of Bureau of Reclamation and the Area Manager multiple times
- b) Held multiple meetings with Congressional Delegation to provide updates on RRVWSP and GDCD
- c) Attended NWRA Annual Conference
- d) Attended NWRA Leadership Forum
- e) Attended Family Farm Alliance Conference
- f) Attended NRWA WaterPro Conference
- g) Attended NWRA Federal Water Issues Conference
- h) Attended NWRA Western Water Seminar
- i) Attended 2 Groundwater Management District Association Conferences
- j) Attended International Red River Watershed Conference
- k) Continued to work with DWR, Sen. Hoeven, ND Rural Water Systems Association and tribal leaders on increasing the MR&I authorization
- l) Continued supporting federal legislation for federal MR&I funding
- m) Received Federal funding for Snake Creek Cofferdam removal

#### 2) MR&I Program

- a) Maintained communications with Department of Water Resources and ND Rural Water Systems Association
- b) Participated in 3 water supply funding coordination meetings with state and federal agencies
- c) Distributed \$8.6\* million from the MR&I Fund
- d) Awarded \$125,107 in Water Supply Assistance Grant funds

#### 3) Agriculture and Irrigation Development

- a) Hosted Irrigation Appreciation supper
- b) Provided \$50,000 to support the ND Irrigation Association
- c) Provided \$111,540\* towards irrigation development
- d) Irrigated 7,900 acres from the McClusky Canal
- e) Completed preliminary design of 2 irrigation systems and submitted to the SWC for cost-share approval

#### 4) Red River Valley Water Supply Project

- a) Provided support for Lake Agassiz Water Authority
- b) Facilitated 12 Lake Agassiz Water Authority meetings
- c) Facilitated 3 LAWA Technical Advisory Committee meetings
- d) Facilitated 1 LAWA Financial Advisory Committee meetings
- e) Facilitated 1 LAWA Technical Advisory Committee Operational Subcommittee meeting

- f) Engaged in many RRVWSP Leadership Strategy, Financial Planning, Administrative, Engineering, and Construction meetings
- g) Continued meeting with state legislators
- h) Met with House and Senate Majority Leaders regarding RRVWSP
- i) Met with state and federal agencies to provide updates on the RRVWSP
- j) Invested \$91.8\* million in the RRVWSP
- k) Started construction on RRVWSP Transmission Pipeline Contract 6A
- l) Completed restoration on Contract 5B – Garney Construction
- m) Continued right-of-way effort in Wells and Sheridan Counties
- n) Continued implementing RRVWSP 2023-2025 Biennium Work Plan and Budget for \$244 million
- o) Conducted 25+ meetings with potential RRVWSP participants
- p) Approved 15 MOCs
- q) Continued operational planning for the RRVWSP
- r) Installed 12 miles of transmission pipeline for Contracts 5C and 5D & 6A
- s) Issued \$678,710\* in crop damages
- t) Completed BWTP Pilot Study on McClusky Canal Intake
- u) Completed Final Design on Contract 7
- v) Completed Phase III of Operational Planning
- w) Co-hosted RRVWSP Educational Session on “How the Project Works”
- x) Continued design on ENDAWS 1 & 2, BWTP, and canal operations
- y) Approved proceeding with full power supply and submitting the AQ request
- z) Prepared Garrison Diversion Administrative Support proposal for LAWA
- aa) Approved 2025-2027 biennium work plan

## 5) Natural Resources

- a) Assisted with maintenance of Audubon & Arrowwood National Wildlife Refuges
- b) Assisted with maintenance of Lonetree Wildlife Management Area
- c) Assisted with maintenance of mitigation features as requested by Reclamation
- d) Made repairs on building for electric fish barrier at Arrowwood National Wildlife Refuge
- e) Rip-rapped eroded areas on dike at Audubon National Wildlife Refuge

## 6) Recreation Program

- a) Awarded \$905,032 to 34 projects
- b) Expended \$1,042,163\* to previously approved projects
- c) Continued maintenance of recreation facilities at Chain of Lakes Recreation Area

## 7) Administrative/Legislative

- a) Attended multiple meetings with ND Water Users and Water Coalition
- b) Participated in the 2025 Legislative Session
  - i) HB 1020
  - ii) HB 1162
  - iii) HB 1531
  - iv) SB 2379

- c) Facilitated 27 Garrison Diversion Board & Committee meetings
- d) Reported Garrison Diversion activities at State Water Commission meetings
- e) Attended Ag Coalition meetings
- f) Conducted 2026 Budget Hearing to fulfill statutory requirement
- g) Completed 2024 Garrison Diversion Financial Audit with no findings
- h) Attended Upper Missouri Water Users Association Conference
- i) Participated in virtual Red River Basin Commission Water Supply Working Group meetings
- j) Hosted 21st Annual Top O' the Day Golf Scramble
- k) Attended 2 GDU Semi-Annual meetings
- l) Submitted Indirect Cost calculation to the Interior Business Center
- m) Held 2 All Staff meetings
- n) Vehicle Purchases:
  - i) 2025 Traverse
  - ii) 2 - 2025 Chevy Silverado pickups
- o) Expended \$9,545 to support the Missouri River Joint Water Board's Educate, Advocate and Engage Program
- p) Expended \$9,900 of funding assistance for the Missouri River Recovery Program Implementation Committee
- q) Closed on 2 bonds with BND for a total of \$12,802,440
- r) Multiple meetings with Burleigh County Commission regarding their mill levy to the district
- s) Hired Engineering Intern
- t) Signed Series E Interim Financing Agreement for the RRVWSP
- u) Approved Series F Interim Financing Agreement for the RRVWSP
- v) Met with Wells and Eddy County officials about title transfer concepts
- w) Conducted annual safety trainings – CPR/First Aid, Defensive Driving, Drug and Alcohol
- x) Completed orientation for 2 new directors
- y) Upgraded office and lobby furniture
- z) Received NDSU Partnership Award for involvement in OIRS

## 8) Public Relations

- a) Implemented 2025 Garrison Diversion Communications Work Plan
- b) Implemented 2025 RRVWSP Communications Plan
- c) Developed & submitted 8 ND Water magazine stories
- d) Developed and published the 2024 Annual Report
- e) Prepared and distributed 4 news releases
- f) Staffed Garrison Diversion and LAWA booths at 6 conferences/events
- g) Updated and maintained Garrison Diversion website
- h) Updated and maintained LAWA website
- i) Updated and maintained RRVWSP website
- j) Maintained Facebook and X social media accounts for Garrison Diversion and RRVWSP

- k) Distributed Quarterly RRVWSP Newsletter
- l) Developed multiple information pieces for RRVWSP and Garrison Diversion
- m) Continued to support ND's water community
- n) Created GDOD Benefits handouts for 3 counties
- o) Presented on Garrison Diversion and the RRVWSP with the International Red River Watershed Board, Missouri River Joint Water Board Public Meetings, Cass County Commission; Red River Basin Commission Board
- p) Hosted tours of GDOD and RRVWSP facilities and construction sites
- q) Hosted All Water Social in conjunction with ND Water Users Convention

## **9) Engineering & Operations**

- a) Major equipment purchases
  - i) Excavator (300 hp)
  - ii) Gooseneck trailer
  - iii) Bumper-pull trailer
  - iv) Half-ton O&M pickup
- b) Moved approximately 245,000 cubic yards of earth at the Major Slide Repair
- c) Completed earthwork at Major Slide Area
- d) Maintained quality staff and equipment
- e) Updated and implemented "5-Year Work Plan"
- f) Completed 2025 annual work plan on GDU facilities
- g) Completed 2025 annual work plan for Devils Lake Outlet maintenance
- h) Operated and maintained 13 McClusky Canal Irrigation Projects
- i) Overseeing NAWS construction activity at SCPP
- j) Performed maintenance for RRVWSP Sheyenne River Discharge Structure
- k) Performed maintenance for RRVWSP Washburn Intake Structure
- l) Hosted tours at the Snake Creek Pumping Plant for various groups
- m) Engaged as a Cooperator in USACE Snake Creek Embankment Dam Safety Modification Study
- n) Completed shore stabilization project at Hoffer Lake
- o) Hired 1 new O&M employee
- p) Attended 4 Career Fairs seeking engineering recruit
- q) Assisted with water treatment pilot test sites at the McClusky Canal
- r) Cleaned relief wells at the Jamestown Dam
- s) Completed removal of storm damaged trees at Garrison Diversion headquarters
- t) Assisted with bid opening for Snake Creek Pumping Plant coffer dam removal

\*Financials as of November 2025

## 2026 WORK PLAN

### Garrison Diversion Conservancy District

#### **A. Federal**

1. Continue to monitor and engage in WOTUS rule
2. Maintain cooperative agreements and contracts with Reclamation
3. Finalize cost of water and sign ENDAWS Master Repayment Contract
4. Support Federal legislation allowing irrigation districts access to PUP outside the McClusky Canal corridor
5. Continue to investigate transfer of GDU facilities with Reclamation

#### **B. MR&I Program**

1. Administer Garrison Diversion Water Supply Assistance Grant Program
2. Work with NDRWSA, Reclamation and other agencies to support rural water users
3. Work with ND Water Coalition to examine funding priorities
4. Increase Federal cost ceiling authorization for MR&I
5. Secure additional funding for ENDAWS
6. *Continue quarterly water supply coordination meetings with state and federal agencies*

#### **C. Develop and enhance irrigation in North Dakota**

1. Provide assistance and support to the ND Irrigation Association
2. Continue outreach with power coops regarding future development of the McClusky Canal Power Infrastructure Master Plan
3. Continue development of the McClusky Canal Irrigation Project
4. Continue to support irrigation in current state cost-share policy

#### **D. Red River Valley Water Supply Project**

1. Provide support for Lake Agassiz Water Authority
2. Explore James River water for MR&I water delivery
3. Continue to execute the 2023-2025 RRVWSP work plan
4. *Begin executing 2025-2027 RRVWSP work plan*
5. Support affordable funding plan for RRVWSP
6. Execute *Water Distribution* Agreement with LAWA
7. Continue User Outreach *communications*
8. Further research user nominations, pipe size and hydraulics
9. *Continue maintenance of Program Management Information System*
10. *Finalize Contract 5B with Garney Construction*
11. *Continue construction on Transmission Pipeline Contract 6A*
12. Continue construction *and restoration* on Transmission Pipeline Contracts 5C
13. *Complete restoration on Contract 5D*
14. *Continue Final Design on Contract 4*
15. *Finalize Preliminary Design on the Biota Water Treatment Plant, McClusky Canal Intake and Pumping Station and Ground Storage Reservoirs*

16. Begin Final Design on the Biota Water Treatment Plant, McClusky Canal Intake, Pumping Station, and Ground Storage Reservoirs
17. Continue working with water systems to sign a Memorandum of Commitment
18. Continue supporting USACE on Lake Ashtabula and Lake Traverse Water Control Manual Update
19. Bid Contract 1 for McClusky Canal Intake Site
20. Close on 2 bonds for Series F Interim Finance Agreement with BND
21. Develop power supply agreements

#### **E. Natural Resources**

1. Assist with maintenance of Audubon & Arrowwood National Wildlife Refuges
2. Assist with maintenance of mitigation features as requested by Reclamation

#### **F. Recreation Program**

1. Administer Garrison Diversion Matching Recreation Grant Program
2. Continue maintenance of facilities at Chain of Lakes recreation areas

#### **G. Administrative/Legislative**

1. Prepare for the 2027 legislative session
2. Lobby for GDCD & RRVWSP
3. Review and update Garrison Diversion Bylaws
4. Research and establish a digital filing system
5. Update Employee handbook
6. Update Garrison Diversion board policies
7. Hire Engineer
8. Continue to support Missouri River Joint Water Board's Educate, Advocate, Engage program
9. Continue to support the Missouri River Recovery Implementation Committee
10. Resolve Burleigh County Commission's request to withdraw from District

#### **H. Public Relations**

1. Develop, publish and distribute 2025 Annual Report
2. Develop and distribute RRVWSP Quarterly Newsletter
3. Develop ND Water magazine stories (8 issues)
4. Staff Garrison Diversion and LAWA display booths at appropriate conferences and events
5. Prepare and distribute news releases regarding Garrison Diversion, RRVWSP and LAWA efforts
6. Develop and update public information pieces as needed
7. Maintain social media sites for GDCD and RRVWSP
8. Implement 2026 Communications Work Plan
9. Finalize and install wall displays at headquarters building

**I. Engineering & Operations**

1. Maintain quality staff and equipment
2. Implement "5-Year Work Plan"
3. Complete 2026 annual work plan on GDU facilities
4. Complete 2026 annual work plan for Devils Lake Outlet maintenance
5. Complete 2026 work plan for McClusky Canal Irrigation Projects
6. Assess the future utilization of the New Rockford Canal
7. Continue to assist Bureau of Reclamation with NAWS construction at the Snake Creek Pumping Plant
8. Assist with removal of the Snake Creek Cofferdam
9. Purchase Major Equipment:
  - (1) Long-reach excavator
  - (2) 170 HP class wheel loader
10. Complete Major Slide project
11. Replace Unit #2 750 MCM cables at Snake Creek Pumping Plant
12. Complete cleaning of relief wells and toe drains at Jamestown Dam
13. Perform maintenance at completed RRVWSP structures

\* 2026 additions

**301**  
**REPORT ON OUT-OF-STATE MEETING**

**Name:**

**Place:**

**Meeting:**

**Date:**

Key issues covered:

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Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue

New ideas or solutions that could benefit North Dakota:

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Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

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Additional comments:

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Signature

**302**  
**REPORT ON OUT-OF-STATE MEETING**

**Name:** Greg Bischoff

**Meeting:** NWRA

**Place:** Phoenix-Yuma-Tucson  
**Date:** Nov 3-7, 2025

Key issues covered:

I didn't get to much of the Conference due to returning home early.

The tour to the border outside of Yuma was very interesting. We were able to see where the Colorado R. diverted water goes into Mexico. Talking with border patrol and the local farmers was informative. There are basically no border intrusions now and the farmers are not finding it difficult at all to get workers.

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue

New ideas or solutions that could benefit North Dakota:

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Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

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Additional comments:

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Greg Bischoff

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Signature



## GARRISON DIVERSION ADMINISTRATIVE ASSISTANCE COMPLETED FOR LAKE AGASSIZ WATER AUTHORITY

DECEMBER 17, 2025

The Garrison Diversion Conservancy District (Garrison Diversion) initiated the creation of the Lake Agassiz Water Authority (LAWA) as a stakeholder entity for added support for and input into the Red River Valley Water Supply Project (RRVWSP). Garrison Diversion has played a foundational and ongoing role in the LAWA since its establishment by the state in 2003.

*Per ND Century Code (61-39-04), the Garrison Diversion Conservancy District shall provide administrative, technical, and legal support for the authority.*

A conservative estimate for Garrison Diversion's financial outlays in support of the RRVWSP since LAWA's inception is **\$23.7M**.

Staff Time	<b>\$ 14,351,316.97</b>
GDCD Directors	<b>\$ 353,250.00</b>
GDCD RRVWSP General Fund Expenses	<b>\$ 4,517,266.80</b>
Series C Financing Agreement Upfront Cash	<b>\$ 3,767,503.97</b>
LAWA Meeting Expenses (excluding staff time shown above)	<b>\$ 712,125.00</b>
<b>TOTAL</b>	<b>\$23,701,462.74</b>

Garrison Diversion has provided administrative and technical support for LAWA, integrating stakeholders into the RRVWSP planning and supporting its engagement with potential users since the early 2000s. Several examples are listed below:

To date, Garrison Diversion has provided administrative support for helping facilitate 133 board, 59 Technical Advisory Committee (TAC), 7 TAC Operational Planning and 15 Financial Advisory Committee (FAC) meetings for LAWA.

Garrison Diversion's engineering team, and other staff, has led the permitting, water modeling with the StateMod, user meetings and outreach, providing support for the Needs & Options Report, Environmental Impact Statement (EIS) and Record of Decision (ROD) at the federal level for the original federal project, as well as for the current state and local RRVWSP project. Throughout this process, Garrison Diversion regularly included the larger stakeholders' city engineering professionals, financial professionals, city commissioners, mayors, city administrators and other staff in crucial meetings to provide updates and gain input and consensus from the LAWA stakeholders regarding important issues regarding Project operations, policy considerations, legislative initiatives and water pricing.

Garrison Diversion helped lead the state and local project to construction through the exploration and development of a legal strategy to utilize the McClusky Canal as a cost-saving

option for the RRVWSP, saving the Project over \$300 million. Garrison Diversion led the engagement with the Department of Interior to accomplish the federal approvals needed on the Eastern ND Alternate Water Supply (ENDAWS). Garrison Diversion also successfully intervened in and defended the Project from attack by the State of Missouri.

Garrison Diversion has led financial modeling, construction oversight, easement acquisition, Project administration, accounting services, and communication and education support. Garrison Diversion regularly responds to potential Project user's requests for modeling, financial forecasts, costs estimates and requests for education.

Additionally, Garrison Diversion holds a special designation as a hybrid political subdivision and state agency, known as an "instrumentality of the state" in its role leading the Project, with a fiduciary duty to the state. Garrison Diversion has the ability to receive cost-share through the Department of Water Resources (DWR), facilitating cost-share applications, reports to the State Water Commission and tracks biennium expenses.



## GARRISON DIVERSION CONSERVANCY DISTRICT ADMINISTRATIVE ASSISTANCE PROPOSAL

Garrison Diversion would be happy to continue to work with LAWA to provide the same RRVWSP support LAWA has been receiving since 2003, at **NO COST** to LAWA. It is recognized that LAWA may want an Executive Director to remain up to speed on the Project and to be the source of information for LAWA stakeholders.

Categories/examples Garrison Diversion is willing to continue to provide at **NO COST** includes, but is not limited to, the following:

### ADMINISTRATION

Garrison Diversion employees, with salary and benefits paid by Garrison Diversion:

- Duane DeKrey, General Manager
- Merri Mooridian, Administrative Officer; Deputy Program Manager, RRVWSP Administration
- Kip Kovar, District Engineer; Deputy Program Manager, RRVWSP Engineering
- Kimberly Cook, Communications Director
- Lisa Schafer, Executive Assistant
- Stacey Gussiaas, Administrative Assistant
- Scott Mehring, Field Services Supervisor

### FINANCIAL ADMINISTRATION

Garrison Diversion staff can continue all accounting aspects for LAWA, which includes processing payments, creating and updating the LAWA budget, presenting the LAWA Budget to the LAWA Board of Directors, reconciling bank statements and preparing information the bi-annual Agreed Upon Procedures (financial audit).

Staff can collect dues payments prepare and mails dues letters and statements, as well as collects and track dues payments.

### MEETING SUPPORT

LAWA hosts multiple Board meetings, TAC, and FAC meetings each year. Garrison Diversion will provide administrative support in the terms of scheduling and coordinating meeting dates, developing meeting agendas, collecting the materials, compiling books/packets and mailing or posting the information for board and committee members to access for meetings. Meeting minutes will be completed and finalized.

## COMMUNICATION & EDUCATION SUPPORT

Garrison Diversion will continue to manage the RRVWSP and LAWA websites, and cover administrative and hosting costs. Social media maintenance will also continue for the RRVWSP.

Additionally, Garrison Diversion will continue to pay conference fees and sponsorships for 6 conferences per year at \$400-600 each, as well as staff each event for the required timeframe.

Display pieces, brochures, presentations, promotion, and other necessary educational items will continue to be developed by Garrison Diversion and the AE2S Communications team as needed, in collaboration with LAWA.

## CONSTRUCTION

Garrison Diversion will continue to oversee the bidding process for pipeline and facilities construction, which includes bid advertising, opening and awarding contracts.

Garrison Diversion will continue to supervise construction of the RRVWSP by providing a 'boots on the ground' contact for contractors and landowners involved in the RRVWSP. Scott Mehring, Field Services Supervisor, currently holds this position.

## LEGISLATIVE SUPPORT

Garrison Diversion staff and leadership will continue to collaborate with LAWA to pay the costs of organizing and providing testimony, presentations, leadership and presence at the capital during each legislative session, in addition to continued legislator engagement outside of the regular sessions. Garrison Diversion will support and encourage participation of LAWA stakeholder representatives in this process.

## ENGINEERING

The Garrison Diversion team will help lead and direct the Engineering Team. The engineering team will stay on the front line for final design of the Biota Water Treatment Plant and 2 pump stations, as well as continuing to direct operations of the McClusky Canal, pipeline, reservoirs and rivers.

Garrison Diversion will collaborate with LAWA and keep LAWA updated through participation in TAC and at LAWA Board meetings. LAWA stakeholders' consultants will be encouraged to be part of the engineering team.

## LEADERSHIP

Leadership will continue to collaborate with LAWA to work with outside agencies, building on the positive working relationships that have grown as a result of decades of cooperation - DWR, USACE, Bureau of Reclamation, Department of Water Quality, NDDOT, ND Lands Department, US Fish & Wildlife Service, and ND Game & Fish, among others.

## 2025 GARRISON DIVERSION MEETING DATES

### Board

January 9 & 10  
April 24 and 25  
July 17 and 18  
October 16 & 17  
November 24 - Special Meeting  
December 16 - Special Meeting

### Executive Committee

March 13  
June 19  
September 25  
October 16 - Special Meeting  
December 18

## 2026 GARRISON DIVERSION MEETING DATES

### Board

January 8 & 9  
April 16 and 17  
July 16 and 17  
October 15 & 16

### Executive Committee

March 12  
June 18  
September 10  
December 17



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# North Dakota Legislative Council

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December 29, 2025

## MEETING NOTICE

Representative Steve Swiontek, Chairman, has called a meeting of the **WATER TOPICS OVERVIEW COMMITTEE**.

**Date:** Thursday, March 26, 2026

**Time:** 8:30 a.m.

**Place:** Roughrider Room, State Capitol, Bismarck

**Video:** This meeting can be viewed online at <https://video.ndlegis.gov>.

**Agenda:** Discussion of the statutory duties assigned to the committee; presentations and discussion regarding the committee's studies of storm water project policies and funding sources, the feasibility and desirability of establishing a wastewater project fund, and the feasibility and desirability of assigning management authority for the waters of the state based on watershed areas rather than political subdivision boundaries; receipt of required reports; and other matters related to committee directives

**Special Note:** Anyone who plans to attend the meeting and needs assistance because of a disability should contact the Legislative Council staff as soon as possible.

**Committee Members:** Representatives Steve Swiontek, Mike Beltz, Mike Berg, Liz Conmy, Jay Fisher, Jon O. Nelson, Todd Porter, Dan Ruby, Matthew Ruby, Daniel R. Vollmer; Senators Randy A. Burckhard, Michael Dwyer, Justin Gerhardt, Larry Luck, Ronald Sorvaag, Paul J. Thomas, Mark F. Weber

**Staff Contacts:** Dustin A. Richard, Counsel  
Levi Kinnischtzke, Senior Fiscal Analyst

Any member unable to attend this meeting is asked to notify this office as soon as possible.

Sincerely,

/S/  
John Bjornson  
Director

JB/NAT