

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS
Carrington, North Dakota**

October 15 & 16, 2026

A G E N D A

October 15

- 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 – July 16 & 17**
 - B. **>Special Board Meeting – August 19**
 - C. **>Special Board Meeting – September 10**
- 1:50 p.m. VI. Financial Reports – Merri Mooridian
 - A. **>*GD CD Financial Statements**
 - B. >Budget Timeline
- 2:00 p.m. VII. Officer and Committee Reports
 - A. Officer Reports
 - 1. Chairman – Jay Anderson
 - 2. Vice Chairman – Greg Bischoff
 - 3. Second Vice Chairman – Jeff LeDoux
 - B. Committee Reports
 - 1. Executive Committee – Jay Anderson
 - 2. Public Relations Committee – Nikki Boote
 - a. **>*Task Order 1.53 – 2027 Strategic Communication Services** – Kim Cook
 - 3. MR&I Committee – Larry Kassian
 - a. **>*Fiscal Year 2026 MR&I Funding** – Merri Mooridian
 - b. >Water Supply Assistance Grant Program – Larry Kassian
 - c. >Construction Report – Duane DeKrey
 - 4. Red River Valley Committee – Jason Siegert
- 2:30 p.m. VIII. >Bureau of Reclamation Report – Tara Kinsey/Scott Hettinger/Darrin Goetzfried
- 2:50 p.m. IX. ND Water Users/Irrigation Assoc. Report – Dani Quissell
 - A. >Policy Update
 - B. Joint Water Convention
- 3:00 p.m. **COFFEE BREAK**
- 3:20 p.m. X. Red River Valley Water Supply Project Update
 - A. Construction Update – Kip Kovar

1. >**Task Order 3310 – ENDAWS BWTP Contract 3** – Kurt Ronnekamp
2. **Plans & Specifications** – Kip Kovar (*In Dropbox*)
 - a. >**ENDAWS Transmission Pipeline Contract 3**
- B. Engineering Update – Kurt Ronnekamp
- C. Biota Water Treatment Plant Update
 1. Construction Manager at Risk (CMAR) – Paul Boersma
 - a. >Request for Proposals
 2. Power Supply – Kip Kovar/Kurt Ronnekamp
 - a. ***Breaker-and-a-Half-Configuration**
- D. Program Costs – Paul Boersma
 1. **Value Engineering Study** – Kip Kovar/Paul Boersma
- E. User Outreach
 1. **Task Order 9610 – 2025-27 User Outreach & Financial Modeling** – Duane DeKrey
 - a. >**Amendment No. 1**
- F. Biennium Work Plan/Budget Updates – Kip Kovar
 1. >2023-2025 Biennium Work Plan
 2. >**Revised 2025-2027 Expanded Biennium Work Plan**
- G. >Program Schedule – Kurt Ronnekamp
- H. Financial Update – Merri Mooridian

4:40 p.m. XI. LAWA Update – Spencer Halvorson, Exec. Director

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

5:00 p.m. ***Social at the Garden Gate – Carstensen Contracting***

October 16

- 8:30 a.m. XII. O&M Update – Ryan Anderson
- A. Slide Repair
 - B. >**Funding for Extraordinary Maintenance**
 - C. Snake Creek Pumping Plant
- 8:45 a.m. XIII. >Irrigation Update – Ryan Anderson
- A. >2026 Map
 - B. ***Mile Marker 10 – Notice to Award**
 1. >Bid Evaluation
- 8:55 a.m. XIV. Department of Water Resources – Reice Haase
- A. Governance & Finance
 - B. Implementation Plan
- 9:10 a.m. XV. Dakota Dynamics Report – Tanya Wieler
- A. >GDCCD Employee Handbook (*In Dropbox*)
 1. >**Employee Handbook Revisions**
 - B. ***General Manager's Evaluation** (*Handout*)

- 9:40 a.m. XVI. Trip Reports
- A. >Groundwater Management District Assoc. Conference
 - B. >NWRA Conference
 - C. NRWA WaterPro Conference
 - D. >Upper Missouri Water Association Conference
- 10:00 a.m. XVII. General Manager's Report – Duane DeKrey
- A. Burleigh County Update
 - B. >Executive Committee Elections
- 10:05 a.m. XVIII. Upcoming Events – Jay Anderson
- A. Garrison Diversion Meetings
 - 1. >2026 Meeting Dates
 - 2. >2027 Meeting Dates
 - B. >Family Farm Alliance Conference – October 28 & 29, Reno, NV
 - C. >NWRA Annual Conference – November 2-5, Coronado, CA
 - D. State Water Commission Pre-Commission Meeting – November 19, Bismarck
 - E. GDCCD/HDR Joint Social – December 8, Bismarck
 - F. >63rd Annual Joint Water Convention & Irrigation Workshop – Dec. 8-10, Bismarck
 - G. State Water Commission Meeting – December 11, Bismarck
 - H. Red River Basin Commission Conference – January 19-21, Grand Forks
 - I. 41st Annual Water EXPO & Conference – February 2-4, Bismarck
- 10:10 a.m. XIX. Other – Jay Anderson
- 10:20 a.m. XX. 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 GDCCD Board of Directors at its next meeting.

26-156

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS**

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

July 16 & 17, 2026

A meeting of the Garrison Diversion Conservancy District Board of Directors was held on July 16 and 17, 2026, at the Garrison Diversion Conservancy District in Carrington, North Dakota. Chairman J. Anderson called the meeting to order at 1:30 p.m. on July 16.

MEMBERS PRESENT

Chairman Jay Anderson
Vice Chairman Greg Bischoff
Second Vice Chairman Jeff LeDoux
Director Dave Anderson
Director Robin Arndt (by video conference)
Director Kyle Blanchfield
Director Nikki Boote (arrived at 1:50 p.m.)
Director Mark Cook
Director Roger Gunlikson
Director David Johnson
Director Geneva Kaiser
Director Larry Kassian
Director Bruce Klein
Director Kelly Klosterman
Director Brandon Krueger (day one)
Director Steve Metzger
Director Bill Ongstad
Director Brian Orn
Director Jim Pellman
Director Kenny Rogers
Director Jason Siegert
Director Mike Tweed
Director Ken Vein
Director Donald Zimbleman
Secretary Duane DeKrey

MEMBERS ABSENT

Director Steve Forde
Director Cliff Hanretty
Director Margo Knorr
Director Brandon Krueger (day two)
Director Alan Walter

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 J. Anderson called on others in attendance to introduce themselves.

PUBLIC COMMENT PERIOD

Chairman J. Anderson called on anyone who would like to make public comments pertaining to Garrison Diversion and past meetings at this time. There being none, he proceeded with the order of business.

READING OF THE MINUTES

Motion by Director Blanchfield to dispense with a reading of the April 16 and 17, 2026, Board of Directors minutes and approve them as distributed. Second by Director Metzger. Upon voice vote, motion carried.

OFFICER REPORTS

Chairman - - Chairman J. Anderson provided a summary of items covered at the June 18, 2026, Executive Committee meeting and reported on other meetings he has participated in on behalf of Garrison Diversion.

Vice Chairman and Second Vice Chairman Reports - - Vice Chairman Bischoff and Second Vice Chairman LeDoux reported they had participated in many of the same meetings as Chairman Anderson.

FINANCIAL REPORTS

2025 Draft Audit Report - - Courtney Richman, Eide Bailly, reviewed Garrison Diversion's 2025 Draft Audit Report. The audit resulted in an unmodified (clean) audit opinion, indicating the financial statements are fairly presented in accordance with applicable accounting standards and contain no material misstatements.

As a part of the audit, Eide Bailly also evaluated Garrison Diversion's internal controls under government auditing standards. The auditors reported one significant deficiency related to the preparation of the year-end financial statements and required footnote disclosures. Because Eide Bailly prepares Garrison Diversion's annual financial statements, this finding is considered common among many organizations and has been reported for Garrison Diversion in recent years.

Since Garrison Diversion expended more than \$1 million in federal funding during the year, a separate single audit of federal awards was required. Garrison Diversion received a clean opinion on its compliance with federal program requirements, with no findings or compliance issues identified.

Motion by Director Siegert to accept Garison Diversion's 2025 Audit Report. Second by Vice Chairman Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Boote, Forde, Hanretty, Knorr and Walter. Motion carried.

Financial Statements - - Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed Garrison Diversion's financial statements for the period of January 1, 2026, through June 30, 2026 (Annex II).

Revenues through June 30 are broken out as follows: General Fund \$5,032,017; Irrigation Fund \$182,691; MR&I 1,633,411; Operations and Maintenance \$2,824,918; and Red River Valley Water Supply Project \$39,233,895.

Expenditures were: General Fund \$2,043,665; Irrigation Fund \$194,962; MR&I \$1,614,661; Operations & Maintenance \$2,398,211; and Red River Valley Water Supply Project \$40,623,744.

Total income budget for 2026 is \$212,490,090. Income received through June 30 for all funds is \$48,906,932 or 23% of budget.

The expected expense budget for 2026 including transfers in and out is \$213,156,704. The amount expended is \$47,829,614 or 22.4% of budget.

Garrison Diversion reserve accounts total \$6,398,673.

The balance of funds held at Bank of North Dakota (BND) is \$13,008,743; First International Bank & Trust \$8,383,645; Gate City Bank \$13,262,341 and Bravera \$4,505,825.

Motion by Director Orn to accept the Garrison Diversion financial statements for the period of January 1 through June 30, 2026. Second by Director Klein. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Boote, Forde, Hanretty, Knorr and Walter. Motion carried.

Budget Timeline - - Ms. Mooridian referenced the Budget Timeline used for the budget preparation process.

Updated 2027 Preliminary Budget - - Ms. Mooridian reviewed the updated 2027 Garrison Diversion Preliminary Budget (Annex III), which projects total revenues of \$206.5 million and expenditures of \$210.3 million. This budget is similar to the 2026 budget with a few adjustments.

Ms. Mooridian reviewed the 2027 expense budget and revenues by category. The General Fund Tax Levy/State Aid revenue remains blank pending a decision of the 2027 mill levy. At the Executive Committee's request, she prepared scenarios for 1.00, 0.80, 0.75 and 0.70 mills.

Ms. Mooridian reviewed the estimated 2027 preliminary budget with four mill-levy options as shown below:

2027 PRELIMINARY BUDGET

General Fund Expense Budget	\$ 5,212,420	\$ 5,212,420	\$ 5,212,420	\$ 5,212,420
Less Outstanding Recreation	\$ (700,000)	\$ (700,000)	\$ (700,000)	\$ (700,000)
Less Interest Income	<u>\$ (400,000)</u>	<u>\$ (400,000)</u>	<u>\$ (400,000)</u>	<u>\$ (400,000)</u>
Remaining General Fund Expense	\$ 4,112,420	\$ 4,112,420	\$ 4,112,420	\$ 4,112,420
Mill Levy Options	1 Mill *	0.80 Mill*	0.75 Mill*	0.70 Mill*
Estimated Mill Revenue*	<u>\$ 5,142,050</u>	<u>\$ 4,113,640</u>	<u>\$ 3,856,538</u>	<u>\$ 3,599,435</u>
Income Over/(Under)	\$ 1,029,630	\$ (1,220)	\$ (255,883)	\$ (512,985)
Estimated Revenue from One Mill Levy from Member Counties			\$=5,142,050	
<div> <div>(2/10 = \$1,028,410</div> <div>8/10 = \$4,113,640</div> <div>10/10 = \$5,142,050)</div> </div>				

The 2027 expense budget is \$5,212,420. After deducting \$700,000 for outstanding recreation projects, which has been set aside in a reserve account, and \$400,000 in estimated interest income, the remaining General Fund expense is \$4,112,420. Estimated mill levy revenues are \$5,142,050 at 1.00 mill, \$4,113,640 at 0.80 mill, \$3,856,538 at 0.75 mill, and \$3,599,435 at 0.70 mill. The 0.80-mill option would essentially balance the remaining General Fund expenses, with only a \$1,220 shortfall. The one-mill option provides approximately \$1.30 million in excess revenue.

Ms. Mooridian added the 2/10 shown at the bottom of the presentation represents the portion of the mill levy dedicated to recreation.

The main consideration is determining the appropriate mill levy and the resulting bottom line, including whether to use available cash reserves to cover any shortfall associated with a lower mill levy.

Chairman J. Anderson asked the board and Ms. Mooridian for their thoughts.

Ms. Mooridian said if the board is seeking a staff recommendation, she would be comfortable reducing the mill levy to 0.70 or 0.75 mills. If the board re-evaluates expenses and cash on hand over the next five years, Garrison Diversion would be in a satisfactory financial position.

She stated the Recreation Program may be temporarily suspended, with a determination next year as to whether it should be reinstated. The mill levy could be adjusted again at that time, although there could be a perception issue depending on the amount of adjustment.

Director Klein reported the Recreation Committee is seeking guidance from the Attorney General's office regarding the parameters of the Recreation Program. The spring grant round was not held this year, and the fall grant round will also not be held pending the AG's determination.

Board members expressed support for maintaining or slightly reducing the mill levy while noting the organization has sufficient reserves to sustain operations.

The board discussed reducing the mill levy from 1.0 to 0.75 mills for the 2027 tax year due to concerns about property tax increases and questions about the recreation program's authority.

After debate about whether to reduce further to 0.9 mill, it was the board's consensus to reduce the mill levy to 0.75 mill.

Motion by Vice Chairman Bischoff to approve changing the mill levy on all taxable property in the Garrison Diversion Conservancy District to 0.75 mill. Second by Second Vice Chairman LeDoux.

Director Ongstad made a motion to amend the proposed mill levy from 0.75 mill to 0.90 mill.

Tami Norgard, Vogel Law Firm, advised because a motion has already been made and seconded, it remains pending and another motion cannot be made until the first motion is voted on or withdrawn.

Vice Chairman Bischoff stated he does not wish to amend or withdraw his motion.

Director D. Anderson asked for clarification regarding the status of the Recreation Program.

Ms. Norgard clarified the Recreation Program is not being suspended in its entirety; rather, the matching-fund Recreation Program is currently on hold pending guidance from the AG's office. The Recreation Committee is being proactive in recognizing the current focus on reducing property taxes while ensuring Garrison Diversion does not exceed its authority. Garrison Diversion has requested the AG's guidance regarding the scope of its recreation authority, particularly concerning a limited portion of the recreation expenditures.

Director D. Anderson asked why the issue could not be deferred until the AG's opinion is received.

Ms. Mooridian explained the preliminary budget must be approved and a date set for the budget hearing. Because the timing of the AG's opinion is unknown, the board must act on the budget now. If the AG's opinion confirms the Recreation Program is within the requirements of Century Code, the Recreation Program can be reinstated as is.

Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Orn, Pellman, Rogers, Siegert, Tweed and Zimbleman. Those voting nay: Arndt, Kaiser, Ongstad and Vein. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

Chairman J. Anderson stated a motion is also required to approve Garrison Diversion's 2027 Preliminary Budget.

Motion by Director Tweed to approve the Garrison Diversion 2027 Preliminary Budget. Second by Director Johnson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

Budget Hearing - - Ms. Mooridian reported the Executive Committee will meet September 10, 2026, at 11 a.m. In previous years, a Special Board meeting has been scheduled immediately prior to the Executive Committee meeting to conduct the Budget Hearing.

She recommended the board approve scheduling the 2027 Budget Hearing for September 10 at 10:45 a.m.

Motion by Director Klein to approve scheduling a Special Board meeting on September 10, 2026, at 10:45 a.m. to conduct the 2027 Budget Hearing. Second by Director Siegert. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

MISSOURI RIVER PRESENTATION

Ken Royse, Program Manager with the Missouri River Joint Water Board's Educate, Advocate and Engage (EAE) Program, presented on Missouri River issues and the river's importance to North Dakota. He reviewed recent media commentary and rebuttals between Missouri and North Dakota representatives regarding concerns over Missouri River water transfers.

Mr. Royse reported he had participated in a March meeting held in Missouri with a small delegation of North Dakota water representatives, including Duane DeKrey from Garrison Diversion, and stakeholders from Missouri, Kansas and Nebraska. Discussions focused on concerns regarding water diversion and potential future projects, particularly highlighting the economic and political implications of transferring Missouri River water to western states.

He noted the lower basin states have proposed forming a basin-wide commission to address these issues. The same stakeholders have been invited to participate in a panel discussion with representatives from both the upper and lower basins at the upcoming Upper Missouri Water Association Conference in Pierre, South Dakota, in September.

Duane DeKrey, Secretary, stated Missouri, Kansas and Nebraska's primary concern is that North Dakota may be setting precedent for transferring water out of the Missouri River Basin.

COMMITTEE REPORTS

Engineering & Operations Committee - - Director Blanchfield, Chairman, Engineering & Operations (E&O) Committee, reported the committee met this morning to receive updates on work activities at the O&M sites.

Five-Year OM&R Work Plan

Director Blanchfield stated the 2026-2030 GDU Five-Year Operation, Maintenance & Replacement (OM&R) Work Plan was reviewed by the committee and has been submitted to the Bureau of Reclamation (Reclamation). The work plan outlines O&M objectives, routine maintenance milestones and completion dates, and third-party work contracted by Garrison Diversion. It is the committee's recommendation the Five-year OM&R Work Plan be approved by the full board.

Motion by Second Vice Chairman LeDoux to approve the Five-Year OM&R Work Plan. Second by Director Siegert. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

Extraordinary Maintenance

Director Blanchfield also reported that, in coordination with Reclamation regarding additional resources from the One Big Beautiful Bill Act (OBBA), four non-recurring maintenance projects totaling \$8 million were identified that meet the eligibility criteria. The projects include radial gate operation improvements at the SSCP for \$1 million, repairs to slides near MM 38 for \$3 million, recoating SSCP tubes and intakes for \$3 million, and SSCP wingwall repairs for the remaining balance.

The E&O Committee also recommends the full board approve the extraordinary maintenance budget in the amount of \$8 million.

Motion by Director Klosterman to approve the extraordinary maintenance budget in the amount of \$8 million. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

Potential GDU Facilities Title Transfer

Chairman Blanchfield reported Senator Hoeven secured funding for the Eastern North Dakota Alternate Water Supply (ENDAWS) project and is working to secure additional funding. As a result, Senator Hoeven would prefer Garrison Diversion not pursue the GDU title transfer at this time.

Chairman Blanchfield stated Nathan Kraft with Reclamation attended the E&O Committee meeting and reported that any title transfer work not involving public involvement can proceed. Once additional ENDAWS funding is secured, the title transfer process could move forward.

Garrison Diversion has submitted questions to Reclamation on whether the McClusky Canal could be used as intended following a title transfer, including whether water could be moved beyond the plug and what encumbrances would remain. If the canal cannot be used as designed, there would be little reason for Garrison Diversion to accept title transfer.

Updates will be provided as additional information is received.

Recreation Committee - - Director Klein reiterated the Recreation Committee is awaiting guidance from the AG's office. In the meantime, no action was taken on the spring round of grant applications, and the committee has decided not to accept fall grant applications.

Projects previously approved have three years to be completed. Funding for projects not yet completed is being held in the Recreation account and will remain available upon completion. Future projects are currently on hold.

Director Klein suggested temporarily suspending the Matching Recreation Grant Program.

Motion by Director Metzger to approve a temporary suspension of the Garrison Diversion Matching Recreation Grant Program. Second by Director Orn. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

Agriculture & Natural Resources Committee - - Director Orn, Chairman, Agriculture & Natural Resources Committee, reported the committee met this morning and heard a presentation from Tyler Tjelde, Director of the NDSU Williston Research Extension Center (WREC), regarding plans to construct a \$3.5 million agricultural technology transfer facility approximately 31 miles from the main WREC station.

The proposed facility would serve irrigated agricultural producers throughout the MonDak region by providing a central location for research, education and technology transfer.

The state has committed \$2.1 million toward the project, along with funding committed from McKenzie and Williams Counties. Approximately \$450,000 remains to complete fundraising. The WREC and the Nesson Valley Irrigation Research and Development Project (NVIRDP), are requesting that Garrison Diversion consider a contribution to this project.

Director Orn said the committee discussed the high construction costs in the Williston area due to the Bakken premium and agreed to make a recommendation the full board support the project with a \$450,000 contribution.

Second Vice Chairman LeDoux asked whether Montana would be interested in contributing funds for the facility project.

Mr. Tjelde responded he has not yet approached Montana. The project is referred to as serving the MonDak region because many stakeholders from the area see the research at the facility as beneficial and come to the WREC for information.

Vice Chairman Bischoff asked Mr. Tjelde if he intends to approach the Montana counties for funding.

Mr. Tjelde explained NDSU requires the project to reach the \$3.5 million fundraising goal before the construction project can be bid, so the final construction cost is not yet known. He noted fundraising could reach up to \$4 million and working with the architect a lot of additional items have been identified. If necessary, he plans to seek additional support from Williams County and counties bordering Montana.

Director Vein asked whether the contribution would be considered 2026 dollars.

Mr. Tjelde replied because construction has not yet started, Williams County Water Resource District's contributions are planned for 2027 and 2028. NDSU's state-appropriated funding should be sufficient if construction begins in 2026, and he does not need funding immediately, only a commitment, which could be made for 2027.

Director Vein asked which budget the contribution would come from.

Ms. Mooridian responded, if approved, the board could make the commitment now, but funds would not be disbursed until all fundraising is complete and the project is ready to bid. She anticipates this would occur in 2027, at which time the contribution would be included as a line item under Irrigation Development and a 2027 budget revision would be required.

She noted the board has previously approved projects in one year and expenditures have occurred one or two years later upon project completion.

Director Vein asked how this fits within Garrison Diversion's mission.

Secretary DeKrey stated the project would promote and support irrigation research and development, similar to Garrison Diversion's previous funding of the Oakes Irrigation Research Site facility.

Mr. Tjelde explained the facility will provide education and outreach focused on irrigated production systems, alternative and emerging crops, and opportunities for agricultural processing industries throughout the region.

He added following a recent study by Agriculture Commissioner Goehring regarding irrigation expansion in North Dakota, McKenzie and Williams Counties would like the center to showcase, educate and promote irrigation. The facility is envisioned as a regional center of excellence for irrigated crop research. Together with the Oakes Irrigation Research Site in southeastern North Dakota, and the western facility being proposed, comprehensive statewide coverage for irrigation would be provided.

Mr. Tjelde emphasized the urgency of completing fundraising this year. NDSU wants the project under contract by January 1 to avoid potentially losing the state funding, and carrying the project into a third legislative session could jeopardize its success. The \$450,000 contribution would bring the project to the point of bidding. If bids exceed \$3.5 million, he will seek additional funding to complete the project.

Director Rogers stated the facility is important for western North Dakota, and given the time and funding Garrison Diversion has invested in the Oakes facility, Garrison Diversion should consider providing similar support for the Nesson Valley facility.

Motion by Director Rogers to approve funding for construction of the Nesson Valley Irrigation and Development Project Agricultural Technology Transfer Facility in the amount of \$450,000. Second by Director Gunlikson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed, Vein and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr and Walter. Motion carried.

Irrigation Interest

Director Orn reported the committee also received an update on a recent irrigation interest survey conducted by Garrison Diversion.

Ryan Anderson, Engineer, Garrison Diversion, reported, at the board's direction, letters were sent to potential irrigators along the southern portion of the McClusky Canal, including the Burleigh County and Chain of Lakes areas. This outreach covered approximately 41,000 acres, with responses received representing 8,000 acres. Seven respondents expressed interest and asked for additional information, while 14 responded they were not interested. The next step is to contact and meet with those who expressed interest.

Director Orn added the committee also discussed the NDSU Extension Advisory Board. Garrison Diversion has attended the board's meetings and have had two representatives serving on the board, which meets a couple of times a year. His recommendation would be to continue with only one director serving on the advisory board rather than two. With no objections, they will proceed with only one member serving on that board.

MR&I Committee

Water Supply Assistance Grant Program (WSAGP)

Director Kassian, Chairman of the MR&I Committee, reported the committee met on May 21 to review WSAGP applications. Forty rural water grant applications totaling \$261,656 and one municipal grant application from the City of Binford for \$14,986 were received. All applications were approved for a total of \$276,642 of the annual \$300,000 budget. The program also has approximately \$700,000 in reserves.

Director Kassian also reviewed the table of outstanding WSAGP projects, noting that \$152,854 has been disbursed in 2026, with \$327,330 in remaining committed funds.

The committee also reviewed the WSAGP policies and guidelines. This resulted in adding the requirement for rural water systems to submit a grant application before project construction begins, while still allowing construction to proceed before funding decisions are made so the project is on record. In addition, project eligibility will now be based on the location receiving water service rather than the applicant's place of residence. These changes have been incorporated into the grant application.

The MR&I Committee is scheduled to meet August 13 to review the next round of grant applications.

MR&I Construction Reports

Mr. DeKrey referred to the Municipal, Rural & Industrial (MR&I) Project Construction Reports dated June 30, 2026 (Annex IV). MR&I Project expenditures in 2026 total \$1,436,367. Remaining federal MR&I funds are \$11,883,955. The Bipartisan Infrastructure Law (BIL) funding expenditures in 2026 are \$139,980. Remaining BIL funds are \$29,448,765.

Red River Valley Committee - - Director Siegert, Chairman of the Red River Valley (RRV) Committee, reported the RRV Committee met on May 28 and approved plans and specifications for Contract 1, Biota Water Treatment Plant (BWTP) early-out site preparation,

including site development, wet well construction and shaft excavation, and authorized proceeding with the bid process. Updates were also provided on project construction, engineering and power supply.

RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP) UPDATE

Construction Update - - Kip Kovar, District Engineer/Deputy Program Manager RRVWSP Engineering, Garrison Diversion, reported 59 miles of pipeline are under contract or completed, with 35.2 miles installed, including more than five miles installed this year. Contracts 5A, 5B, and 5D have completed pipeline installation. Contracts 5C, 6A, 6B, 6C and 7A are active, each at varying stages of completion based on their respective bid dates.

ENDAWS Contract 1 BWTP is currently being advertised, with bid opening scheduled for July 30.

Ongoing work includes bidding the BWTP Contract 1, evaluating the McClusky Canal, completing BWTP final design, coordinating power supply and updating the program schedule, costs and cash flow.

Mr. Kovar stated the next task order will address utility extensions and the associated power supply infrastructure. He reviewed the ENDAWS electrical service infrastructure and upcoming power supply agreements.

Chairman J. Anderson asked for an update on the transformer status.

Mr. Kovar responded transformers remain a concern. Designing, advertising and bidding for new transformers could take up to five years. If Garrison Diversion can piggyback on an existing Central Power order and add two transformers, it could save approximately one to one-and-a-half years. This option is currently being explored.

Program Schedule - - Paul Boersma of Black & Veatch (BV) reported on the overall baseline schedule and the three concurrent major projects. The pipeline completion project is scheduled for substantial completion in fall 2032. The second project is the facilities program, including construction of the BWTP, with the first phase currently being bid. The goal is to have all three projects completed and integrated by the end of 2032, with water moving through the system and commissioning beginning in 2033.

Biota Water Treatment Plant Update

Construction Manager at Risk

Mr. Boersma reviewed the Construction Manager at Risk (CMAR) delivery method as a potential means of accelerating construction of the BWTP. Unlike the traditional Design-Bid-Build (DBB) approach, CMAR allows the contractor to participate during design, providing constructability reviews, cost estimating, procurement planning, and establishing a Guaranteed Maximum Price (GMP). BV estimates CMAR could reduce the overall project schedule by approximately one year by overlapping design, procurement, and construction activities.

Advantages of CMAR include acceleration of project schedule, earlier cost certainty, improved collaboration, competitive subcontractor bidding, better management of long-lead equipment, and opportunities for value engineering.

Mr. Boersma stated BV is not advocating for the use of CMAR, but it is something that is going to be important for the respective boards to consider.

Mr. Boersma reported the City of Grand Forks has successfully used CMAR on several major projects, noting both schedule and cost benefits. BV and Advanced Engineering & Environmental Services (AE2S) also have a lot of CMAR experience.

The proposed process would involve issuing a request for proposals (RFP), evaluating proposals, interviewing contractors and selecting a CMAR contractor.

Director Klosterman asked historically, how does competitive bid relate to CMAR for costs.

Mr. Boersma explained CMAR typically uses an open-book, competitive bidding process, with specialty subcontractors providing competitive bids for electrical, mechanical, foundation, and other work. Pricing is developed in two phases: Phase One for negotiated preconstruction services during design and Phase Two for construction, with the contractor developing a GMP as design progresses.

In response to questions regarding CMAR versus competitive bidding, Mr. Boersma said cost savings are difficult to quantify because identical projects are rarely delivered under both methods.

Director Vein added CMAR uses qualification-based selection of the prime contractor while maintaining competitive bidding for project components. CMAR can improve cost estimating, allow savings below the GMP to be negotiated, and accelerate the project schedule by reducing the need for rebidding.

2023-2025 Biennium Work Plan/Budget - - Mr. Kovar referenced the RRVWSP 2023-2025 Biennium Work Plan dated May 20, 2026, in the amount of \$246 million. There have been no changes since the last meeting.

2025-2027 Biennium Work Plan/Budget - - Mr. Kovar referenced the 2025–2027 Biennium Work Plan/Budget dated May 20, 2026, totaling \$423.33 million. It has been updated to include the additional federal funding.

LAWA UPDATE

Dr. Timothy Mahoney, Chair of Lake Agassiz Water Authority (LAWA), thanked Garrison Diversion for its continued partnership and support, noting the RRVWSP has made significant progress and will have more than \$800 million invested with funding received this year.

Chair Mahoney discussed the proposed Assurance Policy, which was intended for Fargo and Grand Forks to assume the allocations of smaller users that withdraw from the project. While federal funding could reduce small-user costs by approximately 30 percent, smaller users continue to support an assurance mechanism. LAWA may advocate for the State to assume this responsibility, allowing future reallocation of unused capacity. LAWA is also discussing potential pipeline upsizing with Garrison Diversion to ensure adequate capacity.

Chair Mahoney said LAWA continues to advocate for Washburn to be treated as a primary water source rather than a branch pipeline and receive a 75/25 cost share. The results of Washburn's BRIC grant are anticipated.

Regarding governance, Chair Mahoney said LAWA supports Option 3 and will work with Garrison Diversion to define roles and responsibilities. Key considerations include decision-making and risk, ownership, long-term financing and O&M, and operational capacity, including decisions regarding potential pipeline upsizing and the appropriate role of the state.

Spencer Halvorson was introduced as LAWA's Executive Director and will focus on user outreach and stakeholder communications.

Mr. Halvorson reported attending user meetings to hear concerns and become familiar with participants. He is working with the Financial Advisory Committee (FAC) to update financial projections and plan a second round of user meetings addressing financials, the upcoming legislative session, and Series G financing. Progress on legal documents and agreements is also a priority.

The board recessed at 4:45 p.m. and reconvened at 8:30 a.m. on July 17.

ND WATER USERS AND IRRIGATION ASSOCIATION REPORT

Dani Quissell, representing the ND Water Users Association (NDWUA) and ND Irrigation Association (NDIA), reported on the Water Education Foundation tour in Carrington, which included RRWSP construction sites, the Water Resources District summer meeting and the State Water Commission's hosted basin meetings.

Ms. Quissell also provided an update on the ND Water Users activities. The Water Users, NDIA and Water Coalition are currently working on responses to the State Water Commission's proposed changes to the cost share policy resulting from the Deloitte studies. Comments will be finalized and submitted formally by the end of the month.

Ms. Quissell referenced the brochure summarizing the Irrigation Economic Study conducted by the NDIA in partnership with the ND Department of Agriculture. The brochure highlights the study's findings, including the economic opportunity North Dakota missed due to the federal government not developing irrigation as promised when the Pick-Sloan Act was enacted. The study team determined North Dakota missed approximately \$9.7 billion in economic activity from 1970-2024. The missed economic opportunity continues to grow each year and totaled \$421.9 million in 2024.

This has prompted discussions within the NDIA regarding opportunities to further develop irrigation, recognizing the Missouri River as a significant resource. The NDIA will be working with the congressional delegation and the Department of Interior on issues related to project pumping power and opportunities for additional irrigation development at the state level.

Ms. Quissell encouraged everyone to attend the Upper Missouri Water Association's annual conference in September. A panel discussion on Missouri River use will include three presenters representing the lower basin states and three presenters representing the upper basin states.

Director Rogers asked about the attitude of grant applicants toward the proposed changes to the cost share percentages for future water projects.

Ms. Quissell responded, based on discussions at the basin meetings, the perspective of the Water Users Association, Rural Water Systems Association and League of Cities would prefer to maintain the current funding percentages. The existing percentages were developed collaboratively with stakeholders and have helped make projects feasible. The groups support the Deloitte study's recommendation to use bonding for larger projects, which would help free up additional Resources Trust Fund dollars for smaller projects.

DEPARTMENT OF WATER RESOURCES (DWR) REPORT

Reice Haase, Director, DWR, provided an update on department activities, including the eight basin meetings held across the state to solicit stakeholder feedback on the legislative studies, also known as the Deloitte reports, regarding cost share and governance and finance. DWR also touched base with Representative Swiontek, Chair of the Water Topics Overview Committee (WTOC) and received feedback from Governor Armstrong.

Mr. Haase said given the state's financial outlook as the Bakken matures, along with anticipated long-term declines in extraction tax revenue due in part to stripper well tax exemptions, the state will face declining revenues in the future. This will require a re-evaluation of the current cost-share policy. In addition, legislators have indicated bonding will be a difficult undertaking.

Mr. Haase stated DWR is fully supportive of the recommendations from the Deloitte reports and plans to move them forward during the next legislative session. However, bonding will require an "all-hands-on-deck" approach. The legislature needs to see that a solid and sustainable cost-share plan is in place. Legislators have indicated if changes are not made to make the cost-share program more sustainable, they will be unwilling to incur debt through bonding for large projects. DWR is working to demonstrate that a solid plan is being developed to address the issue.

Regarding governance, Mr. Haase said DWR has held numerous discussions with stakeholders, and he has met with Garrison Diversion's Executive Committee and staff. DWR is fully committed to working with Garrison Diversion to develop an implementation plan for the RRVWSP.

Mr. Haase added he has been invited to appear before the WTOC on September 17 to present an implementation plan for the Deloitte recommendations.

The DWR is requesting Garrison Diversion pass a resolution directing its staff and consultants to work with DWR on developing the implementation plan. DWR needs Garrison Diversion's assistance as it moves forward. His goal for the next legislative session is to demonstrate to the legislature that all parties are working together to implement the recommendations of the legislative-directed studies and establish the necessary framework. This would help demonstrate the state is doing its part and that the legislature should then do its part by fully bonding the project.

Mr. Haase noted there will be favorable federal administration in key positions over the next two and a half years, providing an opportunity to accelerate the project. If the legislative

package can be advanced during the upcoming session, it would go a long way toward providing long-term certainty and finally moving the RRVWSP across the finish line.

BUREAU OF RECLAMATION REPORT

Dani Fettig, Bureau of Reclamation, highlighted information from Reclamation's written report (Annex V), which summarizes ongoing projects and activities.

NAWS Project - - The Northwest Area Water Supply (NAWS) Project remains under construction, with work continuing on two major projects: the BWTP and the permanent intake at the Snake Creek Pumping Plant (SCPP). There was a minor delay in the construction at the BWTP, with the estimated completion date now November.

ENDAWS - - Two funding allocations were received for the ENDAWS Project this year. One allocation provided \$50 million through regular appropriations, and the other provided \$100 million through the OBBBA. Reclamation is currently working to modify the existing Cooperative Agreement to incorporate the additional funding, after which, the funds can be used to further the ENDAWS Project.

Principal Supply Works - - \$8 million in OBBBA funding has been allocated for non-recurring maintenance projects on the Garrison Diversion Unit (GDU) Principal Supply Works. Garrison Diversion will receive the funding from Reclamation through the O&M Transfer Agreement.

Chairman J. Anderson asked whether the agreement for the \$100 million allocation is currently at the solicitor's officer.

Ms. Fettig replied there have been discussions regarding the best avenue for disbursing. The matter is currently at the solicitor's office. Reclamation believes the funding can be obligated through the existing Cooperative Agreement and is awaiting final approval. The goal is to complete the process early fall.

STUMP LAKE PROJECT

Randy Kreil, Consultant on the Stump Lake Project, provided an update on the Engel's Point Wildlife Management Area along Stump Lake, including photos of the project, which was completed cooperatively between Garrison Diversion, Nelson County, and the ND Game and Fish Department.

As a refresher for the board, Mr. Kreil explained approximately 250 acres along the lake were donated by Orville Engel to Garrison Diversion over 50 years ago for recreation and outdoor activities. During all those years most of the property remained idle, with the exception of 63 acres that were used for agricultural purposes.

Mr. Kreil was tasked, along with representatives from Nelson County and Garrison Diversion, with developing concepts for use of the property. After considering several options, the group decided to work with the ND Game and Fish Department to manage the property as a wildlife management area.

He described the clearing and development process, including improvements to vegetation and weed control, as well as road access and a parking lot.

Upon completion of the project, a dedication of the Engels Point Wildlife Management Area was held on September 6, 2023.

The property is currently open to the public for shore fishing, hiking, birdwatching, hunting and camping.

OPERATION & MAINTENANCE (O&M) UPDATE

Mr. Anderson provided an update on ongoing O&M activities, including beachbelt repairs, tree removal at Lake Brekken-Holmes, headworks actuator repairs, vegetation control, mowing and blading. Some of the O&M staff traveled to Jamestown Reservoir to complete the first round of mowing and clean out relief wells. A crew was also sent to the Devils Lake west end outlet with the vacuum truck to assist with utility locates.

Approximately 22,000 cubic yards of material have been removed from the major slide area. Approximately 600 feet of canal bottom at the south end of the project boundary remains to be cleaned out, with riprap placement occurring as the work progresses. Once that work is complete, crews will begin graveling the O&M road, installing V-ditching and constructing the drain. The work is expected to be completed before the contract expires December 31, 2026.

Mr. Anderson reported the O&M crew responded to a farm equipment-related fire near the canal with a water truck. The Arrowwood fish barrier building has been repaired except for the backup generator. A motor at the Chain of Lakes fish cleaning station was also replaced with state cost-share funding.

IRRIGATION UPDATE

Mr. Anderson provided an update on Garrison Diversion's irrigation development efforts, including two irrigation projects, Lake Audubon (LA) 10 and Mile Marker (MM) 10. The MM10 project has been submitted to the State Water Commission for cost share, and he will present the project at the SWC Pre-Commission meeting next week. He is awaiting the civil plans for LA10, and once received, the project will be submitted to the SWC for cost share.

Mr. Anderson also reported on the irrigation interest letters recently mailed to landowners. Approximately 90 letters were sent out, representing approximately 41,000 acres. Seven landowners expressed interest in developing irrigation, representing approximately 2,500 potential irrigated acres, while 14 landowners indicated they were not interested. The next step is to contact the interested irrigators regarding potential irrigation development at the southern end of the McClusky Canal.

TRIP REPORTS

Chairman J. Anderson, Vice Chairman Bischoff, Second Vice Chairman LeDoux, Director Siegert and Ms. Mooridian provided trip reports from the National Water Resources Association Conference.

GENERAL MANAGER'S REPORT

Burleigh County Update - - Mr. DeKrey provided an update on Burleigh County's petition to withdraw from the Garrison Diversion Conservancy District. Following Garrison Diversion board's denial of the petition, the county served notice that it intended to have the petition

heard in district court; however, the petition was not properly served. As a result, Garrison Diversion filed a motion to dismiss the action. A response from the judge regarding the request for dismissal has not yet been received.

Bennett Johnson, Vogel Law Firm, reported the judge took the matter under advisement, with neither party requesting oral argument. Garrison Diversion filed a motion to dismiss shortly after the county's notice was improperly served, and the court took the motion under advisement on June 17. No timeline has been established for when the court will issue a decision on the motion. If the action is dismissed, Burleigh County would have to begin the process again by filing another petition.

GA Group - - Mr. DeKrey informed the board Garrison Diversion has retained a new lobbying firm for the upcoming legislative session. The officers and senior staff met with three representatives from the firm in Bismarck and felt they have a very good understanding of the issues and current legislative involvement. The firm is already working with Garrison Diversion and communicating with legislators regarding Garrison Diversion issues. They have also contacted the AG's office regarding the request for an opinion on the Matching Recreation Grant Program.

DWR Meeting Recap - - Mr. DeKrey reported on a recent meeting between DWR's senior staff and Garrison Diversion officers and senior staff regarding the Governance and Finance Study. Deloitte has recommended Option 3, which would have the state assume ownership of the RRVWSP. Garrison Diversion does not necessarily agree with Option 3; however, it has committed to continuing discussions with DWR and working collaboratively to develop an implementation plan that is acceptable to both parties.

Hearts & Flowers Fund - - Mr. DeKrey stated the Hearts & Flowers Fund, established to provide memorials on behalf of the board and staff, is in need of contributions to replenish the fund.

RRVWSP CONTINUED

Eminent Domain - - Mr. Kovar reported two landowners remain who need to sign easements. In the spring, he received verbal commitments from both landowners. Efforts are underway to complete one of the easements; however, the other landowner appears to be reversing his decision. Therefore, he is requesting authorization from the board to initiate eminent domain proceedings.

Director Orn asked when was the landowner first notified.

Mr. Kovar said he has maintained constant communication with the landowner for approximately three years and has made changes to the pipeline alignment at the landowner's request. The landowner previously appeared before the board regarding the value of the trees on the property. He appeared to be satisfied with the proposed easement value and tree evaluation; however, the landowner is now stating that none of the offer is fair.

Mr. Kovar stated he does not believe eminent domain will ultimately be necessary but would like to have it available as a tool. Vogel Law Firm will first prepare a letter to the landowner asking him to clarify his intentions, if he does not reply by July 31, the matter will be turned over to the attorney for possible legal action.

Motion by Director Siegert to authorize and initiate eminent domain proceedings for acquisition of right-of-way for the Red River Valley Water Supply Project pipeline on the following properties owned by Douglas and Susan Neuharth in Wells County:

SE¼ Section 2, Township 146 North, Range 73 West

SW¼ Section 1, Township 146 North, Range 73 West

SE¼ Section 1, Township 146 North, Range 73 West

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

EXECUTIVE SESSION

Chairman J. Anderson asked that the board enter Executive Session to discuss contract negotiations with legal counsel regarding an agreement between Garrison Diversion and the DWR.

Motion by Director Metzger to enter Executive Session pursuant to N.D.C.C. §44-04-19.1, 2, 5 and 9 to discuss contract negotiations with the Department of Water Resources related to the RRVWSP. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Cook, Gunlikson, Johnson, Kaiser, Kassian, Klein, Klosterman, LeDoux, Metzger, Ongstad, Orn, Pellman, Rogers, Siegert, Tweed and Zimbleman. Those voting nay: none. Absent: Forde, Hanretty, Knorr, Krueger and Walter. Motion carried.

Director Vein recused himself from the discussion.

The board entered Executive Session at 9:33 a.m.

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

Executive Session ended at 10:08 a.m.

RESOLUTION REGARDING IMPLEMENTATION PLAN

Chairman J. Anderson referenced the resolution (Annex VI) regarding the joint development of an implementation plan for the RRVWSP with the DWR and called for a motion to approve.

Moton by Second Vice Chairman LeDoux to approve the resolution authorizing the joint development of an implementation plan for the Red River Valley Water Supply Project with the Department of Water Resources. Second by Director Tweed. Upon roll call

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

FUTURE MEETINGS

Chairman J. Anderson reviewed the list of upcoming meetings and events.

OTHER

Chairman J. Anderson adjourned the meeting at 10:10 a.m.

(SEAL)

Jay Paul Anderson, Chairman

Duane DeKrey, Secretary

REGISTRATION

BOARD OF DIRECTORS
Carrington, North Dakota
July 16 & 17, 2026

NAME	ADDRESS
Lisa Schaper	HAAS
SPAWN GOODIG	AREAS
Meni M. Mian	GDCD
Debra Scher	GDCD
Brent Johnson	Vogel
Ashley Reisenauer	GDCD
Scott Mehry	GDCD
Ryan Anderson	GDCD
Ami Norgard	Vogel Law Firm
Tim Matthes	LAWA
Bernie DARDIS	LAWA
Tyler Tjeld	Williston Research Extension Center
Tom Wheeler	" " " "
Spencer Halverson	LAWA
VANCE MILLER	BV
MATT RITANE	BV
BEN MORGAN	BV
Mark Begger	SWA
Kp Lom	GDCD
Dani Quisell	Bismack ND
Randy Krell	Bismack ND
On Line	
Kurt Ronnekamp	Black & Veatch
Brent Bogar	LAWA
Alan Idso	LAWA
Dani Fettig	Bureau of Reclamation
Pat Fridgen	Dept of Water Resources
Todd Feland	City of Grand Forks

Reice Haase
Jarret Bauer

Dept of Water Resources
23 Garrison Diversion

Garrison Diversion Conservancy District Combined Income Statement For the Month Ending June 30, 2026						
	General Fund	Irrigation Fund	Municipal Rural, and Industrial Fund	Operations & Maintenance Fund	Red River Valley Water Supply Project	Total
Beginning Bank Balance	\$ 11,418,793	\$ 83,221	\$ 5,723	\$ 955,585	\$ 11,535,526	\$ 23,998,848
Revenues:						
Irrigation Admin	\$ 1,941					\$ 1,941
Lease Income						\$ -
Revenue from Sale of Fixed Assets						\$ -
Miscellaneous Income	\$ 310					\$ 310
Interest Income	\$ 268,118	\$ 2,458		\$ 10,908	\$ 70,385	\$ 351,869
Tax Levy	\$ 4,579,168					\$ 4,579,168
State Aid Distribution	\$ 167,318					\$ 167,318
Contract Revenue	\$ 15,162	\$ 180,233	\$ 1,633,411	\$ 2,782,557	\$ 39,163,510	\$ 43,774,873
Irrigation Fund Bond/Loan Proceeds						\$ -
O&M Project Income						\$ -
Non-Project Income				\$ 31,453		\$ 31,453
Total Revenues	\$ 5,032,017	\$ 182,691	\$ 1,633,411	\$ 2,824,918	\$ 39,233,895	\$ 48,906,932
Expenditures:						
Director Expense	\$ 110,396					\$ 110,396
Employee Expense	\$ 780,142		\$ 38,313	\$ 1,296,228		\$ 2,114,683
Administrative Expense	\$ 185,716			\$ 49,550		\$ 235,266
Public Education	\$ 63,833					\$ 63,833
Professional Services	\$ 301,619			\$ 7,019	\$ 123,695	\$ 432,333
Irrigation Development						\$ -
Water Supply Program	\$ 152,854					\$ 152,854
GDCD Recreation Project	\$ 375,976					\$ 375,976
DWRA Recreation Project	\$ 1,015					\$ 1,015
Irrigation District Expense						\$ -
Maintenance & Repairs	\$ 24,443	\$ 155,680		\$ 584,080		\$ 764,203
Capital Purchases	\$ 47,671			\$ 461,944		\$ 509,615
Construction in Progress					\$ 39,552,670	\$ 39,552,670
MR&I Project Expenses			\$ 1,576,348			\$ 1,576,348
Principal Debt Payments		\$ 25,168			\$ 178,835	\$ 204,003
Interest Payments		\$ 14,114			\$ 768,544	\$ 782,658
Total Expenditures	\$ 2,043,665	\$ 194,962	\$ 1,614,661	\$ 2,398,821	\$ 40,623,744	\$ 46,875,853
Transfer In/Out	\$ 953,760	\$ -	\$ (18,750)	\$ (935,010)	\$ -	\$ -
Revenues Over Expenditures	\$ 3,942,112	\$ (12,271)	\$ -	\$ (508,913)	\$ (1,389,849)	\$ 2,031,079
Net Change in Assets	\$ (193,321)	\$ 13,329		\$ (788)		\$ (180,780)
Ending Bank Balance	\$ 15,167,584	\$ 84,279	\$ 5,723	\$ 445,884	\$ 10,145,677	\$ 25,849,147

Garrison Diversion Conservancy District INCOME BUDGET ANALYSIS STATEMENT Through the Month Ending June 30, 2026				
General, O&M, MR&I, RRVWSP, and Irrigation Funds	2026 Budget	Income Received to June 30, 2026	Percentage of Budget Received	Balance of 2026 Budget
Irrigation Administration	\$ 1,334	\$ 1,941	145.5%	\$ (607)
Miscellaneous Income	\$ -	\$ 310	0.0%	\$ (310)
Interest Income	\$ 535,000	\$ 351,869	65.8%	\$ 183,131
Tax Levy	\$ 4,137,404	\$ 4,579,168	110.7%	\$ (441,764)
State Aid	\$ 282,596	\$ 167,318	59.2%	\$ 115,278
General Fund Contract Revenue	\$ 77,000	\$ 15,162	19.7%	\$ 61,838
O&M Contract Revenue	\$ 5,738,307	\$ 2,782,557	48.5%	\$ 2,955,750
MR&I Contract Revenue	\$ 20,122,000	\$ 1,633,411	8.1%	\$ 18,488,589
RRVWSP Contract Revenue	\$ 181,127,449	\$ 39,163,510	21.6%	\$ 141,963,939
Irrigation Fund Revenue	\$ 355,000	\$ 180,233	50.8%	\$ 174,767
Non-Project Revenue	\$ 114,000	\$ 31,453	27.6%	\$ 82,547
Total Revenues	\$ 212,490,090	\$ 48,906,932	23.0%	\$ 163,583,158

Garrison Diversion Conservancy District Expense Budget Analysis Statement Through the Month Ending June 30, 2026						
General, O&M, MR&I, RRVWSP, and Irrigation Funds	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to June 30, 2026	Percentage of Budget Spent	Balance of Budget
Expenses						
Director Expenses	\$ 295,730	\$ 231,382	\$ 316,320	\$ 110,396	34.9%	\$ 205,924
Employee Expenses	\$ 4,350,049	\$ 4,082,264	\$ 4,496,959	\$ 2,114,683	47.0%	\$ 2,382,276
Administrative Expenses	\$ 452,428	\$ 3,669,096	\$ 462,551	\$ 235,266	50.9%	\$ 227,285
Public Education	\$ 305,925	\$ 234,326	\$ 162,685	\$ 63,833	39.2%	\$ 98,852
Prof Services	\$ 2,620,011	\$ 1,218,281	\$ 3,145,011	\$ 432,333	13.7%	\$ 2,712,678
Irrigation Development	\$ 166,000	\$ 161,540	\$ 101,000	\$ -	0.0%	\$ 101,000
Water Supply Projects	\$ 300,000	\$ 251,608	\$ 300,000	\$ 152,854	51.0%	\$ 147,146
GDCD Recreation Grant Program	\$ 1,250,000	\$ 1,109,993	\$ 1,150,000	\$ 375,976	32.7%	\$ 774,024
DWRA Recreation Program	\$ 10,000	\$ 3,470	\$ 5,000	\$ 1,015	20.3%	\$ 3,985
Irrigation District Expense	\$ 2,000	\$ -	\$ -	\$ -	0.0%	\$ -
Maintenance & Repairs	\$ 1,561,474	\$ 1,169,109	\$ 1,467,474	\$ 764,203	52.1%	\$ 703,271
Capital Purchases	\$ 952,000	\$ 551,734	\$ 1,011,000	\$ 509,615	50.4%	\$ 501,385
Construction in Progress	\$ 118,750,000	\$ 105,504,136	\$ 177,600,000	\$ 39,552,670	22.3%	\$ 138,047,330
MR&I Fund	\$ 30,000,000	\$ 8,648,861	\$ 20,000,000	\$ 1,576,348	7.9%	\$ 18,423,652
Principal on Debt Repayment	\$ 566,936	\$ 576,770	\$ 337,000	\$ 204,003	60.5%	\$ 132,997
Interest on Debt Repayment	\$ 311,046	\$ 311,266	\$ 1,438,449	\$ 782,658	54.4%	\$ 655,791
Total Expenses	\$ 161,893,599	\$ 127,723,836	\$ 211,993,449	\$ 46,875,853	22.1%	\$ 165,117,596
Transfers In/Out						
MR&I	\$ 22,000	\$ 27,602	\$ 27,000	\$ 18,750	69.4%	\$ 8,250
O&M	\$ 1,119,472	\$ 1,116,989	\$ 1,136,255	\$ 935,011	82.3%	\$ 201,244
Irrigation	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
RRVWSP	\$ -	\$ (419,598)	\$ -	\$ -	0.0%	\$ -
Total Transfers In/Out	\$ 1,141,472	\$ 724,993	\$ 1,163,255	\$ 953,761	82.0%	\$ 209,494
Total Expenses	\$ 163,035,071	\$ 128,448,829	\$ 213,156,704	\$ 47,829,614	22.4%	\$ 165,327,090

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT June 30, 2026	
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.	\$3,983,080.64
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	\$6,398,673.62

Garrison Diversion Conservancy District Funds in Bank of North Dakota June 30, 2026				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.15%		\$ 1,742,566.28
General	Water Assistance Grant Outstanding	0.15%		\$ 352,316.38
	Total Checking Account Balance			\$ 2,094,882.66
General	Money Market Savings	0.60%		\$ 10,205,345.92
General	Water Assistance Grant Reserve	0.60%		\$ 508,918.65
General	GF Accrued Leave Saving Account	0.60%		\$ 199,596.20
	Total Savings Accounts Balance			\$ 10,913,860.77
	Total Deposits			\$ 13,008,743.43

Funds in First International Bank & Trust June 30, 2026				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
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
General	CD 80128514	3.75%	01/08/27	\$ 1,000,000.00
General	CD 80120161	3.60%	02/19/27	\$ 1,000,000.00
General	CD 80120162	3.60%	02/19/27	\$ 1,000,000.00
General	CD 80123425	3.60%	02/22/27	\$ 2,500,000.00
	Total Investments			\$ 7,813,538.98
General	General Fund Money Market Funds	2.50%		\$ 570,106.57
	Total Money Market Account Balance			\$ 570,106.57
	Total Deposits			\$ 8,383,645.55
Pledging	Total Deposits			\$ 8,383,645.55
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 8,133,645.55
	Total Pledging Required on all Deposits		X 110%	\$ 8,947,010.11
	Less: Pledging			\$ 10,471,449.61
	Pledging Excess			\$ 2,337,804.06

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary June 30, 2026			
Account Type	Interest Rate	Maturity Date	Balance
Checking Accounts			
x4310	Irrigation Fund	0.00%	\$ 84,279.05
x1561	M R & I Working Fund	0.00%	\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.21%	\$ 445,882.95
x4328	Red River Valley Ckg & Sweep	3.21%	\$ 10,145,678.41
			\$ 10,681,563.03
Savings Accounts			
x1546	O&M - Accrued Leave Reserve	3.21%	\$ 162,388.76
x1553	Irrigation - Debt Service Reserve	3.21%	\$ 144,329.50
	Total Savings Balance		\$ 306,718.26
Recreation Program			
	Recreation Outstanding Projects	3.21%	\$ 982,345.61
	Recreation Reserve-Operating Reserve	3.21%	\$ 500,000.00
	General Fund Cash	3.21%	\$ 41,714.88
	Total Recreation Balance		\$ 1,524,060.49
Certificates of Deposit			
xxx0234	O&M Emergency Reserve	4.00%	\$ 750,000.00
	Total CD Balance		\$ 750,000.00
	Total Deposits		\$ 13,262,341.78
Pledging	Total Deposits		\$ 13,262,341.78
	Less:FDIC Coverage		(250,000.00)
	Deposit Balance to Secure		13,012,341.78
	Total Pledging Required on all Deposits	x 110%	14,313,575.96
	Less: Pledging		26,376,996.37
	Pledging Excess		\$ 12,063,420.41

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary June 30, 2026				
Fund	Account Name/Reserve	Interest	Maturity	Balance
General	Checking Account Cash	2.50%		\$ 264,271.68
	Total Checking Account Balance			\$ 264,271.68
x8616	Certificate of Deposit -Project Dvlpmnt	3.80%	07/13/26	\$ 248,691.81
x4424	Certificate of Deposit -Project Dvlpmnt	4.10%	07/26/26	\$ 353,362.19
x6140	Certificate of Deposit	4.00%	09/23/26	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	3.85%	10/08/26	\$ 1,000,000.00
x4784	Certificate of Deposit -Operating Reserve	3.70%	11/26/26	\$ 589,000.00
x2144	Certificate of Deposit -Operating Reserve	3.65%	04/10/27	\$ 50,500.00
x2120	Certificate of Deposit	3.65%	04/10/27	\$ 1,000,000.00
	Total Investments			\$ 4,241,554.00
	Total Deposits			\$ 4,505,825.68
Pledging	Total Deposits			\$ 4,505,825.68
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			\$ 4,255,825.68
	Total Pledging Required on all Deposits	x 110%		\$ 4,681,408.25
	Less: Pledging			\$ 4,903,547.41
	Pledging Excess			\$ 222,139.16

GARRISON DIVERSION CONSERVANCY DISTRICT Tax Collections Statement For the Month Ending June 30, 2026						
County	2026 Tax Levy Budget	2026 Tax Collections	Balance of Tax Levy Budget	2026 State Aid Budget	2026 State Aid Collections	Balance State Aid Budget
Barnes	\$84,390	\$94,397	(10,007)	\$5,884	\$3,168	\$2,716
Benson	33,641	36,151	(2,510)	4,054	2,200	1,854
Bottineau	59,297	69,775	(10,478)	4,913	2,282	2,631
Burleigh	580,121	685,780	(105,659)	34,212	18,725	15,487
Cass	1,102,010	1,097,823	4,187	68,319	37,410	30,909
Dickey	43,510	52,914	(9,404)	4,835	2,631	2,204
Eddy	15,286	16,653	(1,367)	2,653	953	1,700
Foster	27,995	32,445	(4,450)	8,027	3,656	4,371
Grand Forks	329,365	375,801	(46,436)	13,703	7,389	6,314
Griggs	21,152	23,223	(2,071)	2,658	1,233	1,425
LaMoure	40,156	44,236	(4,080)	4,866	2,622	2,244
McHenry	46,763	44,960	1,803	2,798	1,554	1,244
McKenzie	345,894	417,266	(71,372)	37,461	20,684	16,777
McLean	79,230	89,802	(10,572)	9,290	4,282	5,008
Nelson	26,350	28,642	(2,292)	2,577	1,403	1,174
Pierce	32,195	33,187	(992)	3,478	1,866	1,612
Ramsey	61,627	71,565	(9,938)	6,358	4,798	1,560
Ransom	38,961	41,737	(2,776)	-	-	-
Renville	24,462	26,073	(1,611)	3,093	1,730	1,363
Richland	105,845	103,574	2,271	-	15,622	(15,622)
Sargeant	36,590	40,342	(3,752)	3,955	2,127	1,828
Sheridan	14,951	16,588	(1,637)	4,668	2,587	2,081
Steele	30,063	31,289	(1,226)	2,225	1,202	1,023
Stutsman	132,127	147,700	(15,573)	9,579	5,139	4,440
Traill	60,478	67,264	(6,786)	4,435	2,420	2,015
Ward	326,372	359,459	(33,087)	22,899	12,150	10,749
Wells	40,740	45,724	(4,984)	4,734	1,759	2,975
Williams	397,835	484,798	(86,963)	10,922	5,726	5,196
Totals	\$ 4,137,406	\$4,579,168	\$ (441,762)	\$ 282,596	\$ 167,318	\$115,278

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending June 30, 2026						
	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to June 30, 2026	Balance of Budget	Percentage of Budget Spent
GENERAL FUND						
Director's Expense						
Director Per Diem	\$ 151,200	\$ 128,894	\$ 166,320	\$ 62,739	\$ 103,581	37.72%
Director Expense	\$ 144,530	\$ 102,488	\$ 150,000	\$ 47,657	\$ 102,343	31.77%
Total Director Expense	\$ 295,730	\$ 231,382	\$ 316,320	\$ 110,396	\$ 205,924	34.90%
Employee Expense						
Employee Salaries	\$ 1,071,500	\$ 941,860	\$ 1,200,000	\$ 504,906	\$ 695,094	42.08%
General Manager Expense	\$ 21,000	\$ 14,975	\$ 21,000	\$ 5,667	\$ 15,333	26.99%
Travel	\$ 72,000	\$ 32,138	\$ 76,000	\$ 28,984	\$ 47,016	38.14%
Administrative Officer	\$ 25,000	\$ 5,938	\$ 10,000	\$ 8,285	\$ 1,715	82.85%
District Engineer	\$ 10,000	\$ 3,420	\$ 10,000	\$ 6,289	\$ 3,711	62.89%
Engineer	\$ 6,000	\$ 3,340	\$ 10,000	\$ 980	\$ 9,020	9.80%
Communications Director	\$ 6,000	\$ 1,460	\$ 6,000	\$ 619	\$ 5,381	10.32%
Employee Expense Other	\$ 25,000	\$ 17,980	\$ 40,000	\$ 12,811	\$ 27,189	32.03%
Professional Development	\$ 17,000	\$ 2,002	\$ 20,000	\$ 210	\$ 19,790	1.05%
Employee Training	\$ 15,000	\$ 2,002	\$ 20,000	\$ 210	\$ 19,790	1.05%
Wellness Program	\$ 2,000	\$ -	\$ -	\$ -	\$ -	0.00%
Benefits	\$ 540,610	\$ 444,069	\$ 560,520	\$ 240,375	\$ 320,145	42.88%
FICA	\$ 87,535	\$ 78,158	\$ 91,000	\$ 42,832	\$ 48,168	47.07%
Retirement	\$ 157,500	\$ 143,050	\$ 165,008	\$ 77,678	\$ 87,330	47.08%
Hospital/Life Insurance	\$ 242,000	\$ 194,317	\$ 249,799	\$ 107,260	\$ 142,539	42.94%
Unemployment Compensation	\$ 5,275	\$ 3,524	\$ 4,692	\$ 102	\$ 4,590	2.17%
Vision/Dental Insurance	\$ 18,425	\$ 15,512	\$ 19,190	\$ 8,023	\$ 11,167	41.81%
Workforce Safety Insurance	\$ 1,345	\$ 1,342	\$ 1,200	\$ -	\$ 1,200	0.00%
Long Term Disability Insurance	\$ 10,700	\$ 8,166	\$ 10,006	\$ 4,480	\$ 5,526	44.77%
Vacation/Sick Leave Liability	\$ 17,830	\$ -	\$ 19,625	\$ -	\$ 19,625	0.00%
Total Employee Expense	\$ 1,722,110	\$ 1,435,044	\$ 1,877,520	\$ 780,142	\$ 1,097,378	41.55%
Administration						
Postage	\$ 4,400	\$ 4,466	\$ 6,500	\$ 3,378	\$ 3,122	51.97%
Communications	\$ 16,600	\$ 13,089	\$ 18,260	\$ 4,854	\$ 13,406	26.58%
Utilities	\$ 39,200	\$ 39,043	\$ 43,120	\$ 24,785	\$ 18,335	57.48%
Meetings & Events	\$ 12,400	\$ 10,181	\$ 15,000	\$ 3,261	\$ 11,739	21.74%
Subscriptions/Publications	\$ 12,500	\$ 12,195	\$ 12,000	\$ 6,011	\$ 5,989	50.09%
Miscellaneous	\$ 4,500	\$ 18,188	\$ 3,700	\$ 1,885	\$ 1,815	50.95%
Data Processing	\$ 77,550	\$ 73,633	\$ 92,453	\$ 57,807	\$ 34,646	62.53%
Employee Recruiting	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	0.00%
Supplies	\$ 12,300	\$ 11,969	\$ 13,225	\$ 4,243	\$ 8,982	32.08%
Small Office Equipment	\$ 30,430	\$ 38,294	\$ 32,500	\$ 10,791	\$ 21,709	33.20%
Dues	\$ 14,000	\$ 12,567	\$ 15,000	\$ 8,893	\$ 6,107	59.29%
Insurance	\$ 31,200	\$ 28,814	\$ 30,000	\$ 12,558	\$ 17,442	41.86%
Annual Independent Audit	\$ 46,220	\$ 46,218	\$ 49,665	\$ 47,250	\$ 2,415	95.14%
Total Administration	\$ 301,300	\$ 308,657	\$ 336,423	\$ 185,716	\$ 150,707	55.20%
Public Education						
GDCD Tours	\$ 10,000	\$ 4,041	\$ 10,000	\$ 3,000	\$ 7,000	30.00%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 21,000	\$ 21,000	\$ -	100.00%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.00%
ND Water Magazine	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	0.00%
Missouri River Joint Board/MRRIC	\$ 61,925	\$ 19,445	\$ 67,685	\$ 23,093	\$ 44,592	34.12%
Upper Sheyenne	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	0.00%
Conference Booth Fees, Sponsorships	\$ 20,000	\$ 6,639	\$ 20,000	\$ 2,740	\$ 17,260	13.70%
Miscellaneous	\$ 10,000	\$ 200	\$ 10,000	\$ -	\$ 10,000	0.00%
Total Public Education	\$ 305,925	\$ 234,325	\$ 162,685	\$ 63,833	\$ 98,852	39.24%

GARRISON DIVERSION CONSERVANCY DISTRICT EXPENSE BUDGET ANALYSIS STATEMENT Through the Month Ending June 30, 2026						
	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to June 30, 2026	Balance of Budget	Percentage of Budget Spent
Professional Services						
Communications	\$ 140,000	\$ 83,343	\$ 140,000	\$ 53,618	\$ 86,382	38.30%
Engineering	\$ 125,000	\$ 3,750	\$ 50,000	\$ 19,988	\$ 30,012	39.98%
RRVWSP Development	\$ 261,000	\$ 198,272	\$ 291,000	\$ 91,238	\$ 199,762	31.35%
Technical Support for LAWA	\$ 3,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.00%
Engineering	\$ 33,000	\$ 4,155	\$ 50,000	\$ 744	\$ 49,256	1.49%
Legal	\$ 149,000	\$ 145,075	\$ 150,000	\$ 87,426	\$ 62,574	58.28%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%
Consultants	\$ 50,000	\$ 3,484	\$ 50,000	\$ -	\$ 50,000	0.00%
Meeting, Misc. Exp	\$ 16,000	\$ 45,558	\$ 16,000	\$ 3,068	\$ 12,932	19.18%
Prof Services Other	\$ 45,000	\$ 22,390	\$ 45,000	\$ 6,225	\$ 38,775	13.83%
Legal Services	\$ 200,000	\$ 186,803	\$ 220,000	\$ 130,550	\$ 89,450	59.34%
Total Professional Services	\$ 771,000	\$ 494,558	\$ 746,000	\$ 301,619	\$ 444,381	40.43%
Irrigation Development						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 75,000	\$ -	\$ 75,000	0.00%
Irrigation Development	\$ 116,000	\$ 111,540	\$ 26,000	\$ -	\$ 26,000	0.00%
Total Irrigation Development	\$ 166,000	\$ 161,540	\$ 101,000	\$ -	\$ 101,000	0.00%
Recreation						
GDCD Recreation Grant Program	\$ 1,250,000	\$ 1,109,993	\$ 1,150,000	\$ 375,976	\$ 774,024	32.69%
DWRA Recreation Program	\$ 10,000	\$ 3,470	\$ 5,000	\$ 1,015	\$ 3,985	20.30%
Total Recreation	\$ 1,260,000	\$ 1,113,463	\$ 1,155,000	\$ 376,991	\$ 778,009	32.64%
WaterAssistant Grant Program						
	\$ 300,000	\$ 251,608	\$ 300,000	\$ 152,854	\$ 147,146	50.95%
Irrigation Districts						
	\$ 2,000	\$ -	\$ -	\$ -	\$ -	0.00%
Maintenance & Repair						
Equipment Maintenance	\$ 27,000	\$ 22,398	\$ 30,000	\$ 11,424	\$ 18,576	38.08%
Small Yard Equipment Purchases	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%
Land & Bldg Maintenance	\$ 70,000	\$ 66,179	\$ 50,000	\$ 4,081	\$ 45,919	8.16%
Auto Expense	\$ 23,000	\$ 21,274	\$ 25,000	\$ 8,938	\$ 16,062	35.75%
Total Maintenance & Repair	\$ 130,000	\$ 109,851	\$ 115,000	\$ 24,443	\$ 90,557	21.25%
Capital Purchases						
Office Equip & Furniture	\$ 109,000	\$ 15,892	\$ 150,000	\$ 16,093	\$ 133,907	10.73%
Yard Equipment	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	0.00%
Vehicle	\$ 132,000	\$ 120,724	\$ 50,000	\$ -	\$ 50,000	0.00%
Land and Buildings	\$ 270,000	\$ -	\$ 370,000	\$ 31,578	\$ 338,422	8.53%
Total Capital Purchases	\$ 531,000	\$ 136,616	\$ 590,000	\$ 47,671	\$ 542,329	8.08%
TOTAL GENERAL FUND	\$ 5,785,065	\$ 4,477,044	\$ 5,699,948	\$ 2,043,665	\$ 3,656,283	35.85%

GARRISON DIVERSION CONSERVANCY DISTRICT**EXPENSE BUDGET ANALYSIS STATEMENT**

Through the Month Ending June 30, 2026

	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to June 30, 2026	Balance of Budget	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation	\$ 271,000	\$ 253,512	\$ 307,000	\$ 155,680	\$ 151,320	50.71%
Operations	\$ 271,000	\$ 253,512	\$ 307,000	\$ 155,680	\$ 151,320	50.71%
Debt Payments	\$ 215,000	\$ 225,053	\$ 48,000	\$ 39,282	\$ 8,718	81.84%
Principal	\$ 192,000	\$ 201,834	\$ 15,000	\$ 25,168	\$ (10,168)	167.79%
Interest	\$ 23,000	\$ 23,219	\$ 33,000	\$ 14,114	\$ 18,886	42.77%
Total Irrigation Fund	\$ 486,000	\$ 478,565	\$ 355,000	\$ 194,962	\$ 160,038	54.92%
OPERATIONS & MAINTENANCE						
Salaries & Benefits	\$ 2,468,278	\$ 2,500,937	\$ 2,468,278	\$ 1,276,619	\$ 1,191,659	51.72%
Salaries	\$ 1,598,362	\$ 1,615,762	\$ 1,598,362	\$ 821,976	\$ 776,386	51.43%
Benefits	\$ 869,916	\$ 885,175	\$ 869,916	\$ 454,643	\$ 415,273	52.26%
Travel	\$ 14,506	\$ 14,010	\$ 12,006	\$ 4,533	\$ 7,473	37.76%
Training	\$ 1,100	\$ -	\$ 1,100	\$ -	\$ 1,100	0.00%
Utilities	\$ 101,300	\$ 100,080	\$ 76,300	\$ 43,585	\$ 32,715	57.12%
Contractual Services	\$ 599,011	\$ 12,147	\$ 599,011	\$ 7,019	\$ 591,992	1.17%
Supplies	\$ 466,033	\$ 431,798	\$ 351,033	\$ 438,761	\$ (87,728)	124.99%
Capital Purchases	\$ 421,000	\$ 415,118	\$ 421,000	\$ 461,944	\$ (40,944)	109.73%
Equipment Rental	\$ 4,000	\$ 52,733	\$ 4,000	\$ 6,222	\$ (2,222)	155.55%
Equipment Maintenance	\$ 453,441	\$ 319,175	\$ 453,441	\$ 125,726	\$ 327,715	27.73%
Safety	\$ 54,055	\$ 52,888	\$ 43,055	\$ 15,076	\$ 27,979	35.02%
Miscellaneous	\$ 49,828	\$ 3,260,360	\$ 49,828	\$ 5,966	\$ 43,862	11.97%
Materials	\$ 237,000	\$ 2,040	\$ 237,000	\$ 13,370	\$ 223,630	5.64%
Total Operations & Maintenance Fund	\$ 4,869,552	\$ 7,161,286	\$ 4,716,052	\$ 2,398,821	\$ 2,317,231	50.87%
MR&I FUND						
Salaries & Benefits	\$ 90,000	\$ 79,385	\$ 95,000	\$ 38,313	\$ 56,687	40.33%
MR&I Project Expenditures	\$ 30,000,000	\$ 8,648,861	\$ 20,000,000	\$ 1,576,348	\$ 18,423,652	7.88%
Total MR&I Fund	\$ 30,090,000	\$ 8,728,271	\$ 20,095,000	\$ 1,614,661	\$ 18,480,339	8.04%
RED RIVER VALLEY WATER SUPPLY PROJECT						
Right of Way	\$ 1,250,000	\$ 751,168	\$ 1,600,000	\$ 143,469	\$ 1,456,531	8.97%
Construction in Progress	\$ 117,500,000	\$ 104,752,967	\$ 176,000,000	\$ 39,409,201	\$ 136,590,799	22.39%
Professional Services	\$ 1,250,000	\$ 711,576	\$ 1,800,000	\$ 123,695	\$ 1,676,305	6.87%
Financing/Legal/Administration	\$ 935,000	\$ 394,170	\$ 662,000	\$ 39,784	\$ 622,216	6.01%
Other-Engineering	\$ 315,000	\$ 317,406	\$ 1,138,000	\$ 83,911	\$ 1,054,089	7.37%
Debt Payments	\$ 662,982	\$ 662,983	\$ 1,727,449	\$ 947,379	\$ 780,070	54.84%
Principal	\$ 374,936	\$ 374,936	\$ 322,000	\$ 178,835	\$ 143,165	55.54%
Interest	\$ 288,046	\$ 288,047	\$ 1,405,449	\$ 768,544	\$ 636,905	54.68%
Total Red River Valley Water Supply Project	\$ 120,662,982	\$ 106,878,694	\$ 181,127,449	\$ 40,623,744	\$ 140,503,705	22.43%
TOTAL ALL FUNDS	\$ 161,893,599	\$ 127,723,860	\$ 211,993,449	\$ 46,875,853	\$ 165,117,596	22.11%

GARRISON DIVERSION CONSERVANCY DISTRICT GDGD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to June 30, 2026								
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2026	EXPENDITURES 04-23-15 to 12-31-2025	EXPENDITURES 1-1-26 to 6-30-26	BALANCE REMAINING 6-30-26	AMOUNTS TO BE RETURNED TO GF
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	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	Park Benches -Souris	03-25-25	\$ 1,195.00			\$ 994.67	\$ -	\$ (200.33)
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00		\$ 6,258.58	\$ 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	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	\$ 695.00	\$ 1,805.00	
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	Argusville Playground Equipment Phase II	09-23-25	\$ 17,000.00			\$ 17,000.00	\$ -	
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00				\$ 4,500.00	
Dickey	Dickey County Community Rec Facility	03-20-24	\$ 34,996.00		\$ 11,482.35	\$ 23,513.65	\$ -	
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		\$ 48,890.83	\$ 2,045.29	\$ -	\$ (10,265.88)
Foster	Foster County Fairground Bleachers	09-23-25	\$ 9,720.00				\$ 9,720.00	
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24	\$ 16,687.00			\$ 6,250.00	\$ -	\$ (10,437.00)
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	
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	\$ -	
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 Brekken 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	\$ -	
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	\$ 3,471.25	\$ 1,178.75	
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			\$ 8,130.00	\$ 29,370.00	
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00				\$ -	\$ (10,728.00)
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		\$ 6,585.61		\$ 3,914.39	
Sargent	Silver Lake Southside Bathhouse	03-25-25	\$ 19,097.00				\$ 19,097.00	
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	
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00			\$ 5,574.00	\$ -	
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	Water Hookups at City Park -Medina	03-25-25	\$ 4,000.00				\$ 4,000.00	
Trail	Skate Park -Mayville	03-25-25	\$ 20,265.00		\$ 16,027.00	\$ 2,672.75	\$ -	\$ (1,565.25)
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		\$ 4,636.59		\$ -	\$ (3,434.41)
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00				\$ 75,000.00	
Ward	Sawyer City Park Improvement	09-16-24	\$ 12,250.00				\$ 12,250.00	
Ward	Rice Lake Pickleball Courts	09-23-25	\$ 25,729.00			\$ 11,336.00	\$ 14,393.00	
Ward	Picnic Tables/Trash/Signage/Estates/Golf Parl	09-23-25	\$ 8,773.00			\$ 6,804.77	\$ -	\$ (1,968.23)
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			\$ 2,527.83	\$ 6,844.18	
Wells	Harvey Swimming Pool	09-16-24	\$ 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	
TOTALS			\$ 1,683,369.00	\$ -	\$ 286,448.67	\$ 375,975.63	\$ 982,345.61	\$ (38,599.10)

GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Preliminary Expense Budget

	Budget 2026	Budget 2027
<u>Directors Expense</u>		
Directors Per Diem	\$ 166,320	\$ 182,960
Directors Exp	\$ 150,000	\$ 165,000
Total Directors Expense	\$ 316,320	\$ 347,960
<u>Employee Expense</u>		
Employee Salaries	\$ 1,200,000	\$ 1,260,000
General Managers Expense	\$ 21,000	\$ 21,000
Travel	\$ 76,000	\$ 90,000
Administrative Officer	\$ 10,000	\$ 12,000
District Engineer	\$ 10,000	\$ 12,000
Engineer	\$ 10,000	\$ 10,000
Communications Director	\$ 6,000	\$ 6,000
Emp Exp Other	\$ 40,000	\$ 50,000
Employee Training & Wellness	\$ 20,000	\$ 20,000
Benefits	\$ 560,520	\$ 575,450
GD CD FICA	\$ 91,000	\$ 95,550
Retirement	\$ 165,008	\$ 173,260
Hospital & Life Insurance	\$ 249,799	\$ 269,790
Unemployment Comp	\$ 4,692	\$ 4,930
Vision / Dental	\$ 19,190	\$ 20,150
Workforce Safety Insurance	\$ 1,200	\$ 1,260
Long Term Disability Ins	\$ 10,006	\$ 10,510
Vacation/Sick Leave Liability	\$ 19,625	\$ -
Total Employee Expense	1,877,520	1,966,450
<u>Administration</u>		
Postage	\$ 6,500	\$ 6,500
Communications	\$ 18,260	\$ 2,090
Utilities	\$ 43,120	\$ 47,440
Meetings & Events	\$ 15,000	\$ 15,000
Subscriptions	\$ 12,000	\$ 14,500
Miscellaneous	\$ 3,700	\$ 5,000
Data Processing	\$ 92,453	\$ 138,680
Employee Recruiting	\$ 5,000	\$ 5,000
Supplies	\$ 13,225	\$ 13,500
Small Office Equipment	\$ 32,500	\$ 32,500
Dues	\$ 15,000	\$ 15,500
Insurance	\$ 30,000	\$ 35,000
Annual Independent Audit	\$ 49,665	\$ 57,115
Total Administration	\$ 336,423	\$ 387,825
<u>Public Education</u>		
GD CD Tours	\$ 10,000	\$ 10,000
ND Water Users	\$ 21,000	\$ 21,000
ND Water Coalition	\$ 14,000	\$ 14,000
ND Water Magazine	\$ 20,000	\$ 20,000
Missouri River Joint Board	\$ 67,685	\$ 67,685
Conferences/Sponsorships	\$ 20,000	\$ 20,000
Miscellaneous	\$ 10,000	\$ 10,000
Total Public Education	\$ 162,685	\$ 162,685

**GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Preliminary Expense Budget**

	Budget 2026	Budget 2027
<u>Professional Services</u>		
Communications	\$ 140,000	\$ 140,000
Engineering	\$ 50,000	\$ 50,000
RRVWSP Development	\$ 291,000	\$ 301,000
Technical Support for LAWA	\$ 15,000	\$ -
Engineering	\$ 50,000	\$ 75,000
Legal	\$ 150,000	\$ 150,000
Financial	\$ 10,000	\$ 10,000
Consultants	\$ 50,000	\$ 50,000
Meeting, Misc. Exp	\$ 16,000	\$ 16,000
Prof Services Other	\$ 45,000	\$ 45,000
Legal Services	\$ 220,000	\$ 285,000
Total Professional Services	\$ 746,000	\$ 821,000
<u>Irrigation Development</u>		
ND Irrigation Association	\$ 75,000	\$ 62,500
Irrigation Development	\$ 26,000	\$ 26,000
Total Irrigation Development	\$ 101,000	\$ 88,500
<u>Recreation</u>		
Recreation Matching	\$ 1,150,000	\$ -
DWRA Recreation Program	\$ 5,000	\$ 5,000
Total Recreation	\$ 1,155,000	\$ 5,000
<u>Water Assistance</u>		
Water Assistance Grant	\$ 300,000	\$ 300,000
<u>Maintenance & Repair</u>		
Equipment Maintenance	\$ 30,000	\$ 30,000
Small Yard Equipment Purchases	\$ 10,000	\$ 10,000
Land & Bldg Maintenance	\$ 50,000	\$ 70,000
Auto Expense	\$ 25,000	\$ 28,000
Total Maintenance & Repair	\$ 115,000	\$ 138,000
<u>Capital Purchases</u>		
Office Equip & Furniture	\$ 150,000	\$ 125,000
Yard Equipment	\$ 20,000	\$ 20,000
Vehicle	\$ 50,000	\$ 50,000
Land & Buildings	\$ 370,000	\$ 100,000
Total Capital Purchases	\$ 590,000	\$ 295,000
General Fund Subtotal	\$ 5,699,948	\$ 4,512,420

**GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Preliminary Expense Budget**

	Budget 2026	Budget 2027
<u>Irrigation Fund</u>		
McClusky Canal Irrigation	\$ 307,000	\$ 307,000
Construction		
Operations	\$ 307,000	\$ 307,000
Debt Payments	\$ 48,000	\$ 47,240
Principal	\$ 33,000	\$ 33,000
Interest	\$ 15,000	\$ 14,240
Total Irrigation Fund	\$ 355,000	\$ 354,240
<u>GDU O & M</u>		
Salaries & Benefits	\$ 2,468,278	\$ 2,591,700
Salaries	\$ 1,598,362	\$ 1,678,280
Benefits	\$ 869,916	\$ 913,420
Travel	\$ 12,006	\$ 12,010
Training	\$ 1,100	\$ 1,100
Utilities	\$ 76,300	\$ 110,000
Contracted Services (Eng / Survey)	\$ 599,011	\$ 250,000
Supplies	\$ 351,033	\$ 440,000
Equipment Purchases	\$ 421,000	\$ 421,000
Equipment Rental	\$ 4,000	\$ 7,000
Equipment Maintenance	\$ 453,441	\$ 453,450
Safety	\$ 43,055	\$ 55,000
Miscellaneous	\$ 49,828	\$ 50,000
Materials	\$ 237,000	\$ 237,000
Total GDU O & M	\$ 4,716,052	\$ 4,628,260
<u>MR&I Fund</u>		
Salaries & Benefits	\$ 95,000	\$ 95,000
MR&I Project Expenditures	\$ 20,000,000	\$ 20,000,000
Total MR&I Fund	\$ 20,095,000	\$ 20,095,000
<u>RRV Water Supply Project</u>		
Right of Way	\$ 1,600,000	\$ -
Design/Construction in Progress	\$ 176,000,000	\$ 174,170,000
Professional Services	\$ 1,800,000	\$ 2,950,000
Financing/Legal/Administration	\$ 662,000	\$ 300,000
Other Engineering	\$ 1,138,000	\$ 2,650,000
Debt Payments	\$ 1,727,449	\$ 2,915,810
Principal	\$ 322,000	\$ 328,740
Interest	\$ 1,405,449	\$ 2,587,070
Total RRVWSP	\$ 181,127,449	\$ 180,035,810
TOTAL ALL FUNDS	\$ 211,993,449	\$ 209,625,729

GARRISON DIVERSION CONSERVANCY DISTRICT MR&I BIL Agreement Project Construction Report June 30, 2026						
Current Funding						
Project	Federal		Prior		2026	
	MR&I Funding	MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund 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	\$ 6,938,147.89	\$ 6,938,147.89	\$ -	\$ 6,938,147.89	461,852.11
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 4,018,106.29	\$ 4,018,106.29	\$ 139,980.15	\$ 4,158,086.44	341,913.56
Totals	\$ 40,545,000.00	\$ 10,956,254.18	\$ 10,956,254.18	\$ 139,980.15	\$ 11,096,234.33	\$ 29,448,765.67

GARRISON DIVERSION CONSERVANCY DISTRICT						
MR&I Project Construction Report						
June 30, 2026						
Current Funding						
Project	Prior		2026		Total Expenditures	Federal MR&I Funding Remaining
	Federal MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures		
ENDAWS	\$ 6,870,000.00	\$ 1,634,223.08	\$ 1,316,014.18	\$ 2,950,237.26	3,919,762.74	
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 59,939,819.37	\$ 120,353.41	\$ 60,060,172.78	6,514,323.07	
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	\$ 64,784,172.92	\$ 1,436,367.59	\$ 66,220,540.51	\$ 11,883,955.34	

Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting
July 16-17, 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 near complete; with the startup of the Biota WTP delayed to approximately November 2026. The SCPP Intake Modification project work is ongoing and nearing completion.

Bids were opened July 21, 2025, for the permanent intake for NAWS at the SCPP (Contract 1-1A) and was awarded to ECI for \$31,193,837. ECI mobilized to the site in the Spring of 2026 and has been completing site work preparation of installing the pipe.

Reclamation has collaborated 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)

Design work is ongoing on pipeline project and facilities (intake, Biota water treatment plant, and pumping stations). Reclamation has received 100 percent design review plans for the Biota WTP Site And Access Development & Wet Well Excavation Contract 1.

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). Modification #20 has been submitted to add the \$50,000,000 funding for ENDAWS.

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. Since Fiscal Year (FY) 2025, no 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 1 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. Change Order No. 5 was issued in January 2026 removing pipelines around the McLaughlin area, adjusting final quantities and increasing the contract 160 calendar days. In March Pay Application No. 9 was issued holding \$50,000 in retainage for the project until lien releases, O&M manuals and remaining punch list items are completed. Final Pay Application No. 10 was issued in June 2026 after all punch list items were addressed, lien waivers signed, and O&M manuals completed.

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 FY2024: 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. The FY2026 awards were recently announced and Standing Rock received the remaining funds needed to fully fund 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 Tooze 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 Tooze Construction in the amount of \$1,245,686.67. Standing Rock awarded both contracts to Tooze 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 has a few punch list items to finish up then the contract will be closed out.

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, and right of way for the road upgrades to the Water Treatment Plant.

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.

Over the summer of 2025, Spirit Lake had a contractor on site to complete the AI work for the filter media replacement and pneumatic valve replacement. Design work is currently under way on the remaining AI projects. The St. Michael tank recoat was advertised and bids opened on May 7, 2026. Bids were received from three contractors with the low bid being received from Classic Protective Coatings out of Menomonie, Wisconsin in the amount of \$474,913.00. The substantial completion date is set as October 31, 2026, and the final completion for this project is December 1, 2026.

Fort Berthold Rural Water System (FBRWS)

After the FY2025 construction funding obligation was made, Reclamation considers the Three Affiliated Tribes to have reached their Dakota Water Resources Act (DWRA) authorized construction ceiling. No additional funds will be obligated to the construction contract. Any residual construction funds not obligated to the Three Affiliated Tribes construction contract will be retained by Reclamation for contract close-out purposes.

The Infrastructure Investment and Jobs Act Aging Infrastructure (IIJA-AI) PL 93-638 contract (executed in September 2024) included 12 projects, with 4 more being subsequently approved. Two of the subsequent four projects received only partial funding; although applications were submitted for additional funding to fully fund those projects, only one received additional funding. All projects are underway, either with design or construction phases.

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 nearly complete but not online yet due to unforeseen matters. The other three tanks are in various construction phases, with two having liquated damages being assessed onto the respective contractors.

On June 4, 2026, Reclamation submitted an application for a new FBRWS raw water intake. 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. All USACE issued Nationwide permits have expired and need to be renewed.

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

In March 2023, Reclamation approved \$13.023 million of AI funds for Turtle Mountain, \$12.789 million approved in May 2024, \$28.282 million approved in FY2025, and \$34.621 million in FY2026. 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 (\$10.015 Million), Reservoir C East Watermain Replacement (\$13,47 Million), and Asbestos Cement Pipe Replacement (\$12.075 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.

Reclamation and Garrison Diversion continue to discuss potential title transfer of Snake Creek Pumping Plant, McClusky Canal, and New Rockford Canal. On January 22, 2026, Reclamation shared with Garrison Diversion the solicitor's opinion questions 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. The questions are currently with Reclamation's solicitor for a response. Reclamation is also preparing the net present value on the Garrison Diversion Unit facilities.

Snake Creek Pumping Plant

Reclamation continues discussion with the U.S. Army Corps of Engineers (Corps) on the Snake Creek embankment foundation concerns. Reclamation has signed to be a cooperating agency with the Corps in preparing their Dam Safety Modification Study (DSMS) and National Environmental Policy Act (NEPA) Review. The new preferred alternative removes the reservoir restriction and plans to install relief wells to manage any risks. Additional Corps review found the backwater erosion risk to be significantly reduced due to the gradient of fine particles in the foundation soil tests. On May 28, 2026, the Corps stated the DSMS and NEPA review were paused due to lack of funding.

McClusky and New Rockford Canals

On March 17, 2026, the Department of Interior announced \$8 million to the Garrison Diversion Unit for repairs at the McClusky Canal and Snake Creek pumping plant through the One Big Beautiful Bill. Reclamation and Garrison Diversion requested \$3 million funding to repair McClusky Canal slides between mile marker 38-40 left, \$1 million for McClusky Canal gate automation, \$1 million for Snake Creek pumping plant discharge wingwall repair, and \$3 million for Snake Creek pumping plant discharge pipes recoating. Reclamation will be transferring the funds to Garrison Diversion utilizing the extra ordinary maintenance option within the OM&R transfer contract.

Irrigation

Jamestown Dam

Jamestown Dam existed the flood control pool, elevation 1431.0, on May 11, 2026. Releases continue to match inflows.

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

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.

Working with the Tribe to move projects forward.

Recreation Development

Chain of Lakes

Law Enforcement agreements in place to continue through 2026.

Campground Hosts on the ground.

No Bureau of Land Management law enforcement officers for holiday weekends this year.

Sites and roads still need to be mowed.

Hoffer Lake

Title 28 closed out. Work still being done on the ground but completion paperwork is being drafted.

Still unknown completion for dumpster pads and new site entrances.

Categorical Exclusion Checklist for playground installation and swim beach expansion completed and work started.

Need to do accessibility assessment of area.

North Dakota Natural Resources Trust

No updates

Wildlife Program

Lonetree

Reclamation is developing an operation and maintenance transfer contract for North Dakota Game & Fish to replace the annual cooperative agreement to transfer funding. Reclamation and North Dakota Game & Fish had meeting on June 30, 2026, to discuss.

Audubon

2026 funding modification is complete for FY2026.

Arrowwood

Rebuilding of the electric fish barrier building continues.

Scattered Tracts

U.S. Fish and Wildlife Service funding modification is complete. The Developing Information, Recreation, and Technology (DIRT) Tour will take place on August 5, 2026, visiting Kulm, Tewaukon, and Jamestown.

RESOLUTION**AUTHORIZING THE JOINT DEVELOPMENT OF AN IMPLEMENTATION PLAN FOR THE
RED RIVER VALLEY WATER SUPPLY PROJECT WITH THE NORTH DAKOTA STATE
WATER COMMISSION**

**ADOPTED BY
Board of Directors
Garrison Diversion Conservancy District
JULY 17, 2026**

WHEREAS, the Garrison Diversion Conservancy District ("District") was created by the Legislature of the State of North Dakota to provide for the more effective development and utilization of the land and water resources of the State of North Dakota, through construction and operation of the Garrison Diversion Unit of the Missouri River Basin Project;

WHEREAS, the District serves as the fiscal agent for the State of North Dakota regarding the municipal, rural, and industrial water supply program as authorized by the Garrison Diversion Unit Reformulation Act of 1986 and is responsible for the joint administration, along with the North Dakota Department of Water Resources ("Department") of the state's Municipal, Rural, & Industrial Water Supply Program ("MR&I Program");

WHEREAS, the District is responsible for the operation and maintenance on the Garrison Diversion Unit project facilities, including the McClusky Canal, New Rockford Canal, and Snake Creek Pumping Plant;

WHEREAS, the District is authorized to study and provide for the water needs of eastern North Dakota communities and western Minnesota communities through a Red River Valley Water Supply Project ("RRVWSP");

WHEREAS, the District was designated by Governor Hoeven as the State of North Dakota's representative and lead agent in accomplishing the RRVWSP as contemplated by the Dakota Water Resources Act of 2000;

WHEREAS, without federal authorization for the construction of the federal RRVWSP, the District developed a state and local project concept through which the District has continued to serve as the state's representative and project lead;

WHEREAS, the District's proposed state and local project will use the Snake Creek Pumping Plant, the McClusky Canal and a buried pipeline to bring treated Missouri River water east to the Sheyenne River, north of Lake Ashtabula. Lake Ashtabula would be utilized as a regulating reservoir. From there, the water would continue down the Sheyenne River and flow into the Red River, ensuring the valley a much needed, reliable supply of water (the "Project");

WHEREAS, the State Water Commission has indicated an interest in assuming an increased governance role over the Project, including the implementation of State Water Commission oversight into operational planning;

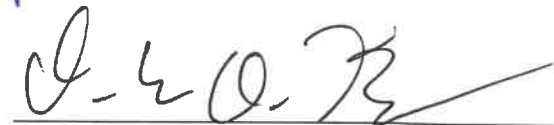
WHEREAS, the State Water Commission is responsible for interstate, international, and general water policy issues for the State of North Dakota;

WHEREAS, the State Water Commission is responsible for the appropriation, management and enforcement of water rights, water permits, and water storage as well as engagement with the U.S. Army Corps of Engineers on reservoir operations and water releases; and

WHEREAS, the District has long partnered and cooperated with the State Water Commission on operations and matters relating to the Garrison Diversion Unit and the State of North Dakota MR&I Program;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the District encourages its staff and consultants to negotiate an implementation plan with the Department that recognizes the State Water Commission's authority in the joint development of the state and local Red River Valley Water Supply Project.

(S E A L)


Jay Paul Anderson, Chairman
Duane DeKrey, Secretary

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

26-201

GARRISON DIVERSION CONSERVANCY DISTRICT

SPECIAL BOARD MEETING

By Video Conference

August 19, 2026

A special meeting of the Garrison Diversion Conservancy District Board of Directors was held on August 19, 2026, by video conference. The meeting was called to order by Chairman Anderson at 11 a.m.

MEMBERS PRESENT

Chairman Jay Anderson
 Vice Chairman Greg Bischoff
 Second Vice Chairman Jeff LeDoux
 Director Dave Anderson
 Director Robin Arndt
 Director Mark Cook
 Director Steve Forde
 Director Geneva Kaiser
 Director Bruce Klein
 Director Kelly Klosterman
 Director Margo Knorr
 Director Brandon Krueger
 Director Steve Metzger
 Director Bill Ongstad
 Director Brian Orn
 Director Jim Pellman
 Director Jason Siegert
 Director Mike Tweed
 Director Ken Vein
 Director Alan Walter
 Director Donald Zimbleman
 Secretary Duane DeKrey

MEMBERS ABSENT

Director Kyle Blanchfield
 Director Nikki Boote
 Director Roger Gunlikson
 Director Cliff Hanretty
 Director David Johnson
 Director Larry Kassian
 Director Kenny Rogers

OTHERS PRESENT

Garrison Diversion staff members and others were present. A copy of the registration sheet (Annex I) is attached to these minutes.

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

RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)

Director Siegert, Chairman of the Red River Valley Committee, reported that the committee met that morning and conducted a detailed review of one RRVWSP task order, three Eastern North Dakota Alternate Water Supply (ENDAWS) task orders, and the engineer's bid award recommendation for ENDAWS Biota Water Treatment Plant (BWTP) Contract 1. The committee recommends all items for full board approval.

Task Order 2240 – RRVWSP Service to Washburn BRIC Wrap up Preliminary Support

Steve Burian, Burian and Associates, stated that Task Order 2240 (Annex II – Executive Summary) authorizes the engineering team to continue supporting Garrison Diversion and the Lake Agassiz Water Authority (LAWA) as they help Washburn pursue a FEMA Building Resilient Infrastructure and Communities (BRIC) grant. The grant would fund approximately \$7.3 million of the local cost share to connect the city to the Missouri River Intake for its future RRVWSP water supply. The task order totals \$100,000.

Mr. Burian reported that the North Dakota Department of Emergency Services issued an initial request for information (RFI), which was answered. A second RFI was recently received and requires a response. The task order provides funding to complete the grant application process and coordinate with the City of Washburn, Garrison Diversion, LAWA, and the Department of Water Resources (DWR) to advance this portion of the project.

Motion by Vice Chairman Bischoff to approve Task Order 2240 RRVWSP Service to Washburn BRIC Wrap up Preliminary Support in the amount of \$100,000. Second by Director Metzger. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Cook, Forde, Kaiser, Klein, Klosterman, Knorr, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield, Boote, Gunlikson, Hanretty, Johnson, Kassian and Rogers. Motion carried.

EASTERN NORTH DAKOTA ALTERNATE WATER SUPPLY**Task Order 2650 – ENDAWS BWTP Contract 1, Site and Access Development and Wet Well Excavation Construction Phase Services**

Kip Kovar, District Engineer, Garrison Diversion, stated Task Order 2650 (Annex III – Executive Summary) covers excavation of the pumping station wet well shaft and site-access improvements for this project and future phases.

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

Tasks include: 1) project management, 2) special and third-party meetings, 3) surveying, onsite material testing and miscellaneous field services, 4) engineering services during construction and 5) conservation observation.

Work split is 16% Black & Veatch (BV), 76% Advanced Engineering & Environmental Services (AE2S) and 7% AET and 1% Ulteig Engineering.

The cost of the task order is \$2,134,000, which represents 10.4% of the construction costs.

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

Mr. Kovar stated Task Order 2360 (Annex IV - Executive Summary) provides final design and bidding assistance for three parts of the BWTP:

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

Tasks include: 1) project management, 2) special and third-party meetings, 3) land services, 4) field services, 5) conservation observation and 6) bidding assistance.

Work split is 53% BV, 44% AE2S and 2% Ulteig Engineering.

The cost of the task order is \$1,020,000, which represents 5.3% of the construction costs.

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

Mr. Kovar stated the purpose of Task Order 3240 (Annex V - Executive Summary) is to provide engineering and project management support to Garrison Diversion and LAWA in facilitating the extension of electrical service to the new BWTP.

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

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

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

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

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

Work split is 33% BV, 19% AE2S and 48% Ulteig Engineering.

The cost of the task order is \$698,000, which represents 1.7% of construction costs.

Motion by Director Walter to approve ENDAWS Task Orders: 1) No. 2650 BWTP Contract 1, Site and Access Development and Wet Well Excavation Construction Phase Services in the amount of \$2,134,000, 2) No. 2360 BWTP Contract 2, Intake, Tunnel, and Wet Well Liner Final Design and Bidding Assistance in the amount of \$1,020,000 and 3) BWTP Contract 4, Power Supply Planning, Environmental and Procurement Services in the amount of \$698,000. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Cook, Forde, Kaiser, Klein, Klosterman, Knorr, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield, Boote, Gunlikson, Hanretty, Johnson, Kassian and Rogers. Motion carried.

Bid Award Recommendation – ENDAWS BWTP Contract 1

Mr. Kovar reported ENDAWS BWTP Contract 1, Site Access Development and Wet Well Excavation, includes construction of approximately 2.4 miles of access roadways, mass grading operations involving the excavation and stockpiling of approximately 570,000 cubic yards of earthen material, and the delegated design and construction of an approximately 44-foot-diameter by 85-foot-deep secant pile wet well structure.

Mr. Kovar noted \$21,000,000 was allocated for the project in the RRVWSP 2025-2027 biennium work plan budget.

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

1. Veit & Company, Inc.	\$27,064,302.00
2. Prospect Construction, Inc.	\$25,983,777.00
3. R.J. Zavoral & Sons, Inc.	\$24,662,565.50
4. Knife River Materials	\$20,951,722.50
5. Park Construction Company	\$20,829,555.25
6. Martin Construction, Inc.	\$20,355,043.02

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

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

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

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

Tami Norgard of Vogel Law Firm advised that case law supports discretion to waive such a deviation if the owner/engineering team is satisfied with contractor qualifications.

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

Motion by Vice Chairman Bischoff to award ENDAWS BWTP and Access Development and Wet Well Excavation Contract 1 to Martin Construction, Inc., in an amount not to exceed \$20,355,043.02, and authorize an agreement for the work once the required bonds and evidence of insurance have been provided by the contractor. Second by Director Walter. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Arndt, Bischoff, Cook, Forde, Kaiser, Klein, Klosterman, Knorr, Krueger, LeDoux, Metzger, Ongstad, Orn, Pellman, Siegert, Tweed, Vein, Walter and Zimbleman. Those voting nay: none. Absent: Blanchfield, Boote, Gunlikson, Hanretty, Johnson, Kassian and Rogers. Motion carried.

The meeting adjourned at 11:36 a.m.

(SEAL)

Jay Anderson, Chairman

Duane DeKrey, Secretary

Video Conference
August 19, 2026

[illegible]



Task Order 2240 – RRVWSP Service to Washburn BRIC Grant Wrap up and Preliminary Support

Task Order Effective Date: April 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Water plays a vital role in the economic viability of North Dakota. The Garrison Diversion Conservancy District (Garrison Diversion) is committed to securing a stronger future by providing a reliable, high quality and affordable water supply to benefit the people of North Dakota. Garrison Diversion's focus goes beyond a dependable drinking water supply. Garrison Diversion also aims to provide opportunities for industry, the environment, agriculture, recreation, and development of our natural resources.

This task order covers spent efforts on assisting Garrison and LAWA related to Washburn and enables the Engineer/Consultant team to help Garrison Diversion wrap up the Federal Emergency Management Administration (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant for RRVWSP service to Washburn and provide preliminary technical support.

TASK ORDER SUMMARY

Basic Services: The Task Order describes the services provided by the Engineer under agreement with Garrison Diversion. The fee for this task order is \$100,000.

Task Description

- Task 1 — Task Order Management and Administration
- Task 2 — FEMA BRIC Grant Finalization
- Task 3 — Communications and Coordination
- Task 4 — Unidentified Future Technical Support

PROJECT OVERVIEW

This Task order provides for coordination and communication with FEMA Region 8 and the North Dakota Department of Emergency Services (NDDDES) to develop and submit comprehensive responses to the first and second Request for Information's (RFI). This Task Order provides for ongoing coordination and communication between Engineer/Consultant and Garrison Diversion, Lake Agassiz Water Authority (LAWA), City of Washburn, and North Dakota Department of Water Resources (DWR). It also allows for Engineer/Consultant to assist in any unanticipated future items in the planning, development, and funding for the Project.

Special Services: There are no special services in this Task Order.



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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

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

NEED AND BENEFIT

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

TASK ORDER SUMMARY

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

Basic Services:

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

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

PROJECT OVERVIEW

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

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



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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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

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

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

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

PROJECT SCHEDULE

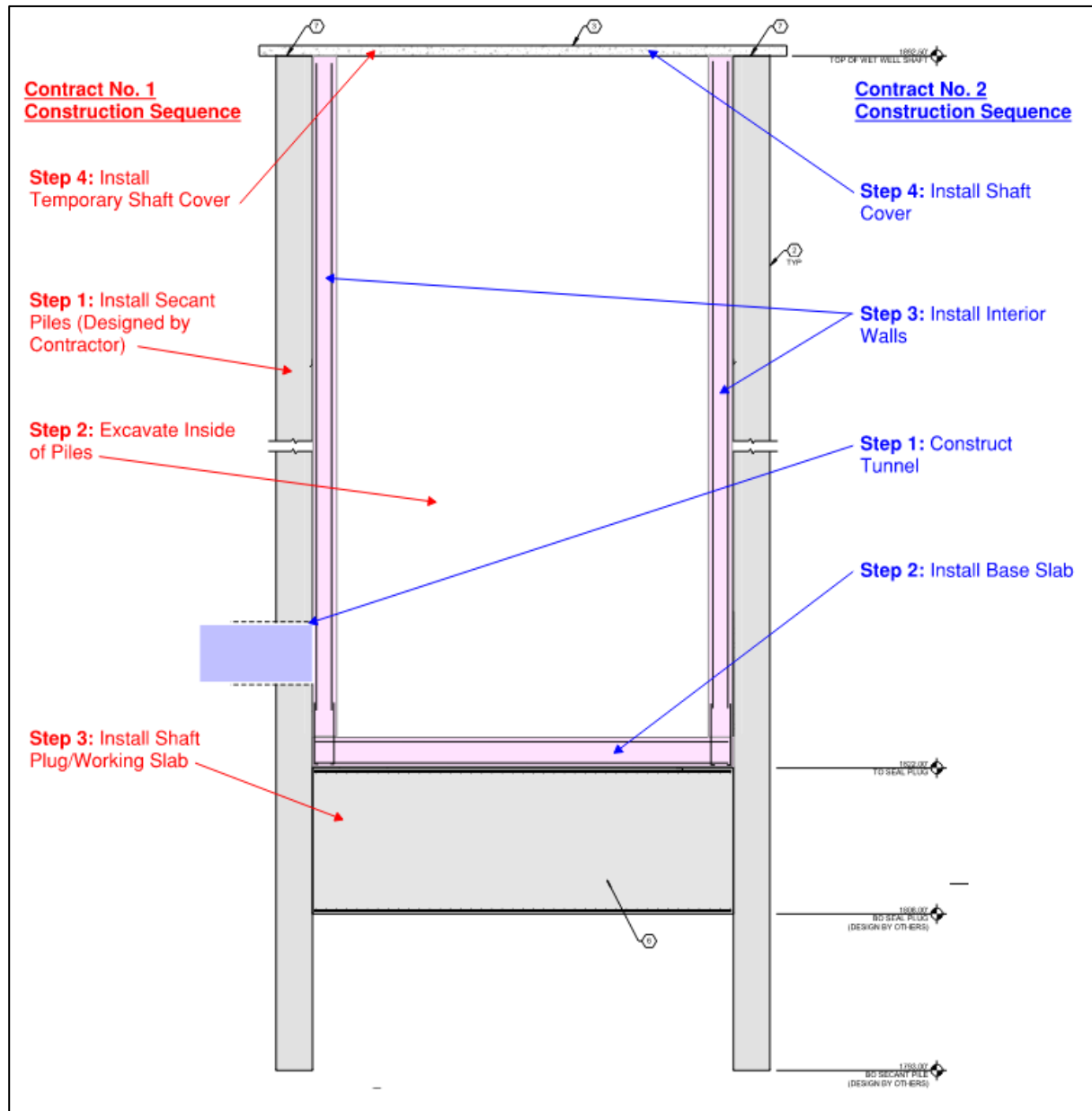
The project is expected to be advertised in early July 2026 with a bid opening set for August 2026. A construction notice-to-proceed is expected to be issued in October 2026.

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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



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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

NEED AND BENEFIT

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

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

The benefit of this task order is to allow construction to continue at the biota water treatment plant (BWTP) site for specialty work ahead of construction of the main BWTP construction project.

Construction of these improvements will begin in 2027 following completion of the wet well shaft. It is expected the construction will be completed in 2028. The full BWTP construction will start as early as Spring 2029. The budget established for construction of this work is \$19 million.

TASK ORDER SUMMARY

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

Basic Services:

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

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

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

Task Order Effective Date: August 1, 2026

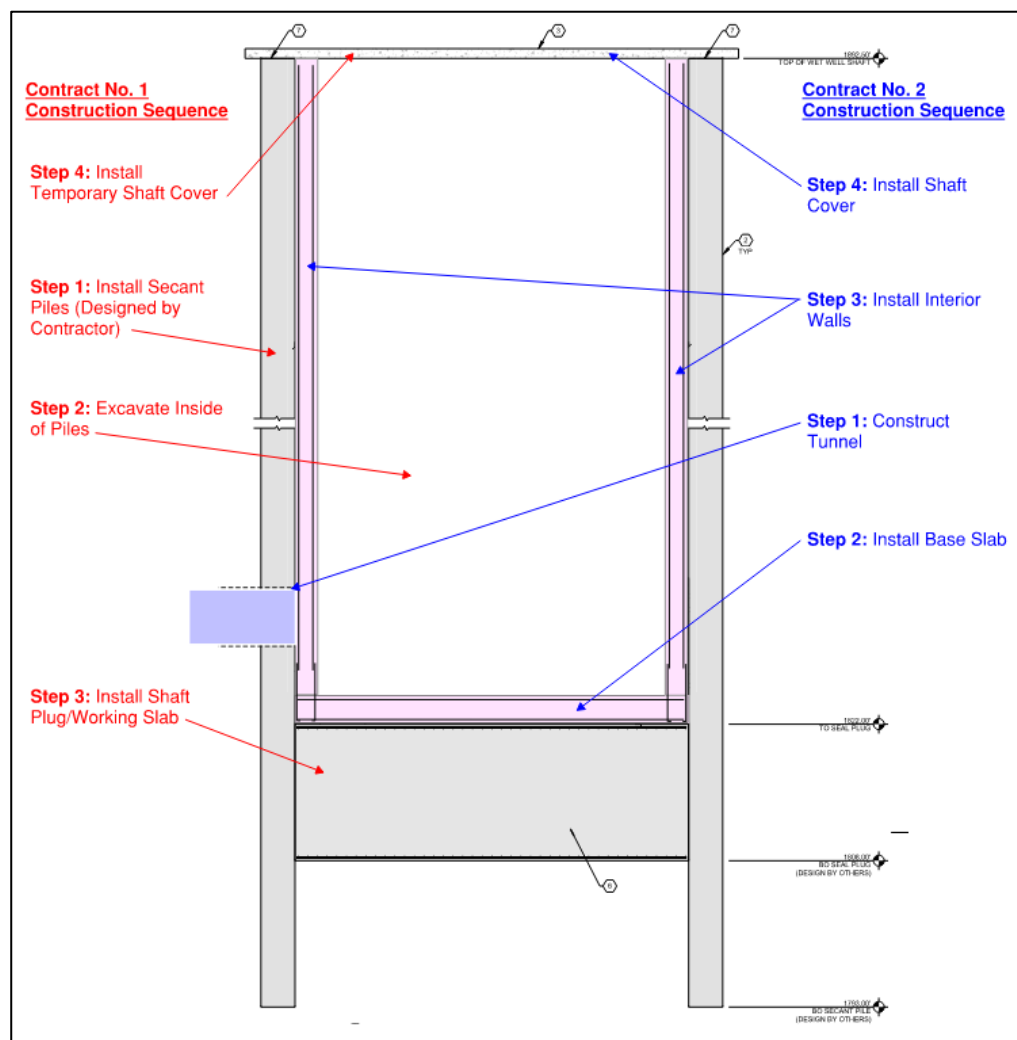
TASK ORDER EXECUTIVE SUMMARY

PROJECT OVERVIEW

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

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

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

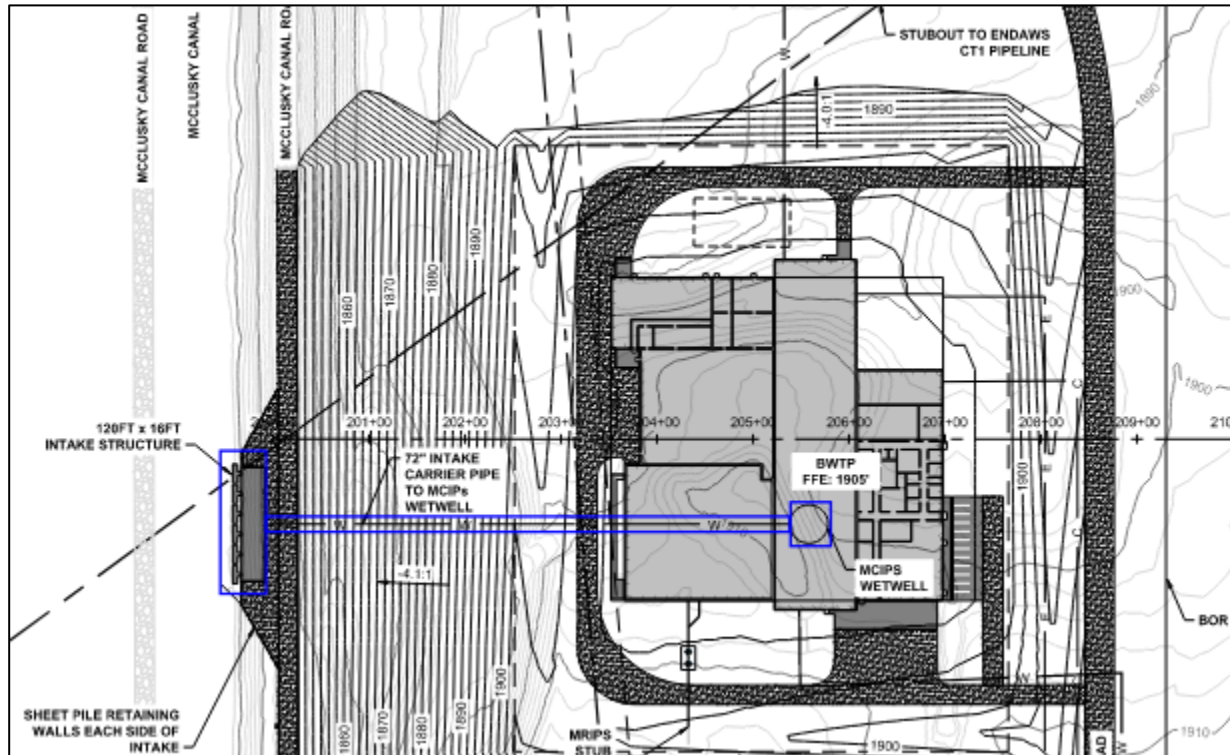


ENDAWS Task Order 2360 – Biota Water Treatment Plant Contract 2
Intake, Tunnel, and Wet Well Liner
Final Design and Bidding Assistance

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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



PROJECT SCHEDULE

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



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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

NEED AND BENEFIT

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

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

TASK ORDER SUMMARY

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

Basic Services:

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

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

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

CONSULTANT TEAM MAKEUP AND PARTICIPATION

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

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

PROJECT OVERVIEW

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

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

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

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

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

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

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

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

PROJECT SCHEDULE

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



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

August 14, 2026

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

BV Project 423038
BV File 55.0000

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

Dear Mr. DeKrey:

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

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

Table 1 – Bid Tabulation Summary

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

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

Table 2 – Contract 1 Bid Price Evaluation Summary

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S BID

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

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

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

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

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

SUMMARY AND RECOMMENDATION

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

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

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

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

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

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

Notice of Award

Date of Issuance:

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

TO BIDDER:

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

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

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

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

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

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

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

Garrison Diversion Conservancy District
Owner

By: _____
Duane DeKrey
Title: General Manager

cc: Kip Kovar, GDCD
Kurt Ronnekamp, BV

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

00 51 00
Notice of Award

Section 00 52 13

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

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

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

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

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

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

4.04. Delays and Damages.

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

ARTICLE 5 – CONTRACT PRICE.

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

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

6.02. Progress Payments; Retainage.

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

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

6.03. Progress Payments; Stored Material

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

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

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

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

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

Sheet titles are listed on Sheet 2 of the Drawings.

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

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

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

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

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

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

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

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

10.02. Assignment of Contract.

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

10.03. Successors and Assigns.

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

10.04. Severability.

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

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

10.05 Contractor's Certifications

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

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

ARTICLE 11 – NOT USED

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

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

OWNER:
Garrison Diversion Conservancy
District

CONTRACTOR:

By: Duane DeKrey

By: _____

Title: General Manager

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

Approved as to Form

Contractor's License No. _____

Expiration Date _____

Attorney for Owner

End of Section

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

26-231

**GARRISON DIVERSION CONSERVANCY DISTRICT
SPECIAL BOARD MEETING
2027 BUDGET HEARING**

**Garrison Diversion Conservancy District
Carrington, North Dakota
September 10, 2026**

A special meeting of the Garrison Diversion Conservancy District (Garrison Diversion) Board of Directors took place on September 10, 2026, at the Garrison Diversion Conservancy District in Carrington, North Dakota, to hold a public hearing regarding the 2027 Garrison Diversion budget. The meeting was called to order by Jay Anderson, Chairman, at 10:49 a.m.

MEMBERS PRESENT

Chairman Jay Anderson
Vice Chairman Greg Bischoff
Second Vice Chairman Jeff LeDoux
Director Kyle Blanchfield
Director Nikki Boote (by video conference)
Director Roger Gunlikson (by video conference)
Director Larry Kassian
Director Geneva Kaiser (by video conference)
Director Bruce Klein
Director Steve Metzger (by video conference)
Director Bill Ongstad
Director Brian Orn
Director Kenny Rogers (by video conference)
Director Jason Siegert
Director Mike Tweed
Director Ken Vein (by video conference)
Director Alan Walter
Director Donald Zimbleman

MEMBERS ABSENT

Director Dave Anderson
Director Mark Cook
Director Steve Forde
Director Cliff Hanretty
Director Dave Johnson
Director Kelly Klosterman
Director Margo Knorr
Director Brandon Krueger
Director Jim Pellman

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.

2027 BUDGET HEARING

Chairman J. Anderson stated according to North Dakota Century Code, a public budget hearing must be held each year for the purpose of adopting Garrison Diversion's final budget and making the annual tax levy. He called on Ms. Mooridian to review Garrison Diversion's 2027 budget.

Merri Mooridian, Administrative Officer, Garrison Diversion, presented and reviewed Garrison Diversion's 2027 Budget of Revenues and Expenditures (Annex II) by account fund and category, which is the same budget presented to the Board of Directors on July 16, 2026. Total revenues projected for 2027 are \$210,359,044, and projected expenditures are \$210,325,729. The net change in fund balance is an increase of \$33,315.

Ms. Mooridian also presented the 2027 budget resolution (Annex III), reminding the board of the recent action taken by the board, electing to change the tax levy from one mill to 0.75 mill on all property in the Garrison Diversion Conservancy District.

Motion by Director Blanchfield to adopt the 2027 Garrison Diversion Conservancy District budget. Second by Director Tweed. Upon roll call vote, the following directors voted aye: J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Gunlikson, Johnson, Kaiser, Kassian, Klein, LeDoux, Metzger, Ongstad, Orn, Rogers, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent: D. Anderson, Cook, Forde, Hanretty, Klosterman, Knorr, Krueger, Pellman and Zimbleman. Motion carried.

Motion by Vice Chairman Bischoff to approve the budget resolution making a 0.75 mill levy on all property in the Garrison Diversion Conservancy District. Second by Director Metzger. Upon roll call vote, the following directors voted aye: J. Anderson, Arndt, Bischoff, Blanchfield, Boote, Gunlikson, Kaiser, Kassian, Klein, LeDoux, Metzger, Orn, Rogers, Siegert, Tweed, and Vein. Those voting nay: Ongstad and Walter. Absent: D. Anderson, Cook, Forde, Hanretty, Johnson, Klosterman, Knorr, Krueger, Pellman and Zimbleman. Motion carried.

The meeting/hearing adjourned at 11:05 a.m.

(SEAL)

ATTEST:

Chairman Jay Anderson

Secretary Duane DeKrey



ANNUAL BUDGET 2027

Presented By
**GARRISON
DIVERSION
CONSERVANCY
DISTRICT**



**GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Budget of Revenues and Expenditures**

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 1,334					\$ 1,334
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ -					\$ -
Interest Income	\$ 400,000					\$ 400,000
Tax Levy/State Aid	\$ 3,856,538					\$ 3,856,538
O&M Non-project Income		\$ 192,000				\$ 192,000
Contract Revenue	\$ 67,000	\$ 5,329,122	\$ 20,123,000	\$ 180,035,810	\$ 354,240	\$ 205,909,172
Total Revenues	\$ 4,324,872	\$ 5,521,122	\$ 20,123,000	\$ 180,035,810	\$ 354,240	\$ 210,359,044
EXPENDITURES:						
Directors Expense	\$347,960					\$ 347,960
Employee Expenses	1,966,450	\$ 2,659,810	\$ 95,000			\$ 4,721,260
Administrative Expenses	\$387,825	\$ 110,000				\$ 497,825
Public Education	\$ 162,685					\$ 162,685
Professional Services	\$ 821,000	\$ 250,000		\$ 2,950,000		\$ 4,021,000
Irrigation Development	\$88,500					\$ 88,500
Recreation Matching	\$705,000					\$ 705,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Maintenance & Repairs	\$ 138,000	\$ 1,187,450			\$ 307,000	\$ 1,632,450
Capital Purchases	\$ 295,000	\$ 421,000		\$ 174,170,000	\$ -	\$ 174,886,000
MR&I Project Expenditures			\$ 20,000,000			\$ 20,000,000
Debt Service Payments				\$ 328,740	\$ 33,000	\$ 361,740
Interest on Debt Service				\$ 2,587,070	\$ 14,240	\$ 2,601,310
Total Expenditures	\$ 5,212,420	\$ 4,628,260	\$ 20,095,000	\$ 180,035,810	\$ 354,240	\$ 210,325,729
Revenues Over (Under) Expenditures*	\$ (887,548)	\$ 892,862	\$ 28,000	\$ -	\$ -	\$ 33,315
Transfers In (Out)	\$ 920,862	\$ (892,862)	\$ (28,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 33,315	\$ -	\$ -	\$ -	\$ -	\$ 33,315

**GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Expense Budget**

	Budget 2027
<u>Directors Expense</u>	
Directors Per Diem	\$ 182,960
Directors Exp	\$ 165,000
Total Directors Expense	\$ 347,960
<u>Employee Expense</u>	
Employee Salaries	\$ 1,260,000
General Managers Expense	\$ 21,000
Travel	\$ 90,000
Administrative Officer	\$ 12,000
District Engineer	\$ 12,000
Engineer	\$ 10,000
Communications Director	\$ 6,000
Emp Exp Other	\$ 50,000
Employee Training & Wellness	\$ 20,000
Benefits	\$ 575,450
GDCD FICA	\$ 95,550
Retirement	\$ 173,260
Hospital & Life Insurance	\$ 269,790
Unemployment Comp	\$ 4,930
Vision / Dental	\$ 20,150
Workforce Safety Insurance	\$ 1,260
Long Term Disability Ins	\$ 10,510
Vacation/Sick Leave Liability	\$ -
Total Employee Expense	1,966,450
<u>Administration</u>	
Postage	\$ 6,500
Communications	\$ 2,090
Utilities	\$ 47,440
Meetings & Events	\$ 15,000
Subscriptions	\$ 14,500
Miscellaneous	\$ 5,000
Data Processing	\$ 138,680
Employee Recruiting	\$ 5,000
Supplies	\$ 13,500
Small Office Equipment	\$ 32,500
Dues	\$ 15,500
Insurance	\$ 35,000
Annual Independent Audit	\$ 57,115
Total Administration	\$ 387,825
<u>Public Education</u>	
GDCD Tours	\$ 10,000
ND Water Users	\$ 21,000
ND Water Coalition	\$ 14,000
ND Water Magazine	\$ 20,000
Missouri River Joint Board	\$ 67,685
Conferences/Sponsorships	\$ 20,000
Miscellaneous	\$ 10,000
Total Public Education	\$ 162,685

**GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Expense Budget**

	Budget 2027
<u>Professional Services</u>	
Communications	\$ 140,000
Engineering	\$ 50,000
RRVWSP Development	\$ 301,000
Technical Support for LAWA	\$ -
Engineering	\$ 75,000
Legal	\$ 150,000
Financial	\$ 10,000
Consultants	\$ 50,000
Meeting, Misc. Exp	\$ 16,000
Prof Services Other	\$ 45,000
Legal Services	\$ 285,000
Total Professional Services	\$ 821,000
<u>Irrigation Development</u>	
ND Irrigation Association	\$ 62,500
Irrigation Development	\$ 26,000
Total Irrigation Development	\$ 88,500
<u>Recreation</u>	
Recreation Matching	\$ 700,000
DWRA Recreation Program	\$ 5,000
Total Recreation	\$ 705,000
<u>Water Assistance</u>	
Water Assistance Grant	\$ 300,000
<u>Maintenance & Repair</u>	
Equipment Maintenance	\$ 30,000
Small Yard Equipment Purchases	\$ 10,000
Land & Bldg Maintenance	\$ 70,000
Auto Expense	\$ 28,000
Total Maintenance & Repair	\$ 138,000
<u>Capital Purchases</u>	
Office Equip & Furniture	\$ 125,000
Yard Equipment	\$ 20,000
Vehicle	\$ 50,000
Land & Buildings	\$ 100,000
Total Capital Purchases	\$ 295,000
General Fund Subtotal	\$ 5,212,420

**GARRISON DIVERSION CONSERVANCY DISTRICT
2027 Expense Budget**

	Budget 2027
<u>Irrigation Fund</u>	
McClusky Canal Irrigation	\$ 307,000
Construction	
Operations	\$ 307,000
Debt Payments	\$ 47,240
Principal	\$ 33,000
Interest	\$ 14,240
Total Irrigation Fund	\$ 354,240
<u>GDU O & M</u>	
Salaries & Benefits	\$ 2,591,700
Salaries	\$ 1,678,280
Benefits	\$ 913,420
Travel	\$ 12,010
Training	\$ 1,100
Utilities	\$ 110,000
Contracted Services (Eng / Survey)	\$ 250,000
Supplies	\$ 440,000
Equipment Purchases	\$ 421,000
Equipment Rental	\$ 7,000
Equipment Maintenance	\$ 453,450
Safety	\$ 55,000
Miscellaneous	\$ 50,000
Materials	\$ 237,000
Total GDU O & M	\$ 4,628,260
<u>MR&I Fund</u>	
Salaries & Benefits	\$ 95,000
MR&I Project Expenditures	\$ 20,000,000
Total MR&I Fund	\$ 20,095,000
<u>RRV Water Supply Project</u>	
Right of Way	\$ -
Design/Construction in Progress	\$ 174,170,000
Professional Services	\$ 2,950,000
Financing/Legal/Administration	\$ 300,000
Other Engineering	\$ 2,650,000
Debt Payments	\$ 2,915,810
Principal	\$ 328,740
Interest	\$ 2,587,070
Total RRVWSP	\$ 180,035,810
TOTAL ALL FUNDS	\$ 210,325,729

RESOLUTION

**Adopted September 10, 2026, by Board of Directors of
the Garrison Diversion Conservancy District**

Approving its Budget for the Period January 1, 2027, through December 31, 2027

**Making 0.75 Levy on all Property
in the Garrison Diversion Conservancy District**

WHEREAS, the Garrison Diversion Conservancy District, a governmental agency established by the North Dakota Legislature by virtue of Chapter 61-24 of the North Dakota Century Code, as amended, is authorized to make a tax levy to finance its operations in accordance with said Chapter 61-24 of the North Dakota Century Code, as amended, did, on January 26, 1966, make a one-mill on all taxable property located within the Garrison Diversion Conservancy District to pay its administrative expenses and the obligations it has assumed under contracts negotiated with the United States and irrigation districts in the Garrison Diversion Conservancy District area and establish such reserves necessary to meet its contractual obligations and to carry out its purposes as provided by law--said tax levy to be continued each year until modified or reduced by appropriate action of the Board of Directors of the Garrison Diversion Conservancy District; and

WHEREAS, the Board of Directors of the Garrison Diversion Conservancy District, as required by Section 61-24-09 of the North Dakota Century Code, has duly considered a budget for the period beginning January 1, 2027, and ending December 31, 2027; and

WHEREAS, the Board of Directors of the Garrison Diversion Conservancy District considered the 2027 budget needs of the District, and elected to lower the previous one-mill levy on all taxable property in the Garrison Diversion Conservancy District to 0.75 mill for 2027, which will provide an amount sufficient to provide funds for its annual budget as authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Garrison Diversion Conservancy District, at a meeting assembled this tenth day of September 2026, that this Board approved a budget for the fiscal year January 1, 2027, through December 31, 2027, requiring an amount of \$5,212,420 for its operations; and

BE IT FURTHER RESOLVED the Board of Directors hereby makes a 0.75 mill levy on each dollar of taxable valuation on all taxable property located in each of the counties in the Garrison Diversion Conservancy District, to-wit:

Barnes	Eddy	McHenry	Ransom	Steele
Benson	Foster	McKenzie	Renville	Stutsman
Bottineau	Grand Forks	McLean	Richland	Traill
Burleigh	Griggs	Nelson	Sargent	Ward
Cass	LaMoure	Pierce	Sheridan	Wells
Dickey		Ramsey		Williams

Such levy, together with the estimated balance on hand January 1, 2027, and interest from investments in reserves and other income, has been found necessary by the Board of Directors of the Garrison Diversion Conservancy District to provide the sum of \$5,212,420 required to meet the necessary District expenditures for its operations, contractual obligations, and reserves for the period January 1, 2027, through December 31, 2027; and

BE IT FURTHER RESOLVED that the county auditor of each county in the Garrison Diversion Conservancy District, as set forth above be, and is hereby, notified to take appropriate action in accordance with Section 61-24-11 of the North Dakota Century Code and spread on the records for tax levy a levy upon the taxable property in the county of 0.75 mill as is authorized under the provisions of Chapter 61-24 of the North Dakota Century Code; and

BE IT FURTHER RESOLVED that the secretary-treasurer of the Garrison Diversion Conservancy District be, and is hereby, directed to mail to the county auditor of each county in the Garrison Diversion Conservancy District, as set forth above, a copy of this resolution, duly certified by him and bearing the seal of the Garrison Diversion Conservancy District, and a copy of the budget covering the expenses estimated by the Board of Directors of the Garrison Diversion Conservancy District as necessary for the period of January 1, 2027, through December 31, 2027, and a copy of this resolution and budget to the North Dakota Tax Commissioner.

C E R T I F I C A T E

I, Duane DeKrey, the secretary-treasurer of the Garrison Diversion Conservancy District, do hereby certify and return the within and foregoing instrument is a true and correct copy of a resolution approving the budget for the Garrison Diversion Conservancy District for the period January 1, 2027, through December 31, 2027, and making a 0.75 mill levy on all property within the Garrison Diversion Conservancy District, duly approved and adopted by the Board of Directors of the Garrison Diversion Conservancy District at a meeting on the tenth day of September 2026.

Duane DeKrey, Secretary-Treasurer
Garrison Diversion Conservancy District

(SEAL)

Garrison Diversion Conservancy District
Combined Income Statement
For the Month Ending September 30, 2026

	General Fund	Irrigation Fund	Municipal Rural, and Industrial Fund	Operations & Maintenance Fund	Red River Valley Water Supply Project	Total
Beginning Bank Balance	\$ 11,418,793	\$ 83,221	\$ 5,723	\$ 955,585	\$ 11,535,526	\$ 23,998,848
Revenues:						
Irrigation Admin	\$ 2,006					\$ 2,006
Lease Income						\$ -
Revenue from Sale of Fixed Assets						\$ -
Miscellaneous Income	\$ 1,205					\$ 1,205
Interest Income	\$ 383,382	\$ 3,597		\$ 26,762	\$ 171,854	\$ 585,595
Tax Levy	\$ 4,916,654					\$ 4,916,654
State Aid Distribution	\$ 254,755					\$ 254,755
Contract Revenue	\$ 21,483	\$ 311,101	\$ 2,201,105	\$ 4,509,852	\$ 111,478,660	\$ 118,522,201
Irrigation Fund Bond/Loan Proceeds						\$ -
O&M Project Income						\$ -
Non-Project Income				\$ 82,969		\$ 82,969
Total Revenues	\$ 5,579,485	\$ 314,698	\$ 2,201,105	\$ 4,619,583	\$ 111,650,514	\$ 124,365,385
Expenditures:						
Director Expense	\$ 182,916					\$ 182,916
Employee Expense	\$ 1,161,974		\$ 58,291	\$ 1,953,499		\$ 3,173,764
Administrative Expense	\$ 256,290			\$ 74,612		\$ 330,902
Public Education	\$ 104,545					\$ 104,545
Professional Services	\$ 498,625			\$ 18,641	\$ 193,596	\$ 710,862
Irrigation Development	\$ 37,500					\$ 37,500
Water Supply Program	\$ 229,774					\$ 229,774
GDGD Recreation Project	\$ 528,728					\$ 528,728
DWRA Recreation Project	\$ 4,560					\$ 4,560
Irrigation District Expense						\$ -
Maintenance & Repairs	\$ 38,692	\$ 252,212		\$ 747,415		\$ 1,038,319
Capital Purchases	\$ 80,449	\$ 39,058		\$ 696,539		\$ 816,046
Construction in Progress					\$ 99,504,060	\$ 99,504,060
MR&I Project Expenses			\$ 2,117,609			\$ 2,117,609
Principal Debt Payments		\$ 33,168			\$ 178,835	\$ 212,003
Interest Payments		\$ 14,753			\$ 768,544	\$ 783,297
Total Expenditures	\$ 3,124,053	\$ 339,191	\$ 2,175,900	\$ 3,490,706	\$ 100,645,035	\$ 109,774,885
Transfer In/Out	\$ 1,324,545	\$ -	\$ (25,205)	\$ (1,299,340)	\$ -	\$ -
Revenues Over Expenditures	\$ 3,779,977	\$ (24,493)	\$ -	\$ (170,463)	\$ 11,005,479	\$ 14,590,500
Net Change in Assets	\$ (7,825,714)	\$ 162,753		\$ 1,663,321	\$ 5,825,000	\$ (174,640)
Ending Bank Balance	\$ 7,373,056	\$ 221,481	\$ 5,723	\$ 2,448,443	\$ 28,366,005	\$ 38,414,708

Garrison Diversion Conservancy District INCOME BUDGET ANALYSIS STATEMENT Through the Month Ending September 30, 2026				
General, O&M, MR&I, RRVWSP, and Irrigation Funds	2026 Budget	Income Received to September 30, 2026	Percentage of Budget Received	Balance of 2026 Budget
Irrigation Administration	\$ 1,334	\$ 2,006	150.4%	\$ (672)
Miscellaneous Income	\$ -	\$ 1,205	0.0%	\$ (1,205)
Interest Income	\$ 535,000	\$ 585,595	109.5%	\$ (50,595)
Tax Levy	\$ 4,137,404	\$ 4,916,654	118.8%	\$ (779,250)
State Aid	\$ 282,596	\$ 254,755	90.1%	\$ 27,841
General Fund Contract Revenue	\$ 77,000	\$ 21,483	27.9%	\$ 55,517
O&M Contract Revenue	\$ 5,738,307	\$ 4,509,852	78.6%	\$ 1,228,455
MR&I Contract Revenue	\$ 20,122,000	\$ 2,201,105	10.9%	\$ 17,920,895
RRVWSP Contract Revenue	\$ 181,127,449	\$ 111,478,660	61.5%	\$ 69,648,789
Irrigation Fund Revenue	\$ 355,000	\$ 311,101	87.6%	\$ 43,899
Non-Project Revenue	\$ 114,000	\$ 82,969	72.8%	\$ 31,031
Total Revenues	\$ 212,490,090	\$ 124,365,385	58.5%	\$ 88,124,705

Garrison Diversion Conservancy District Expense Budget Analysis Statement Through the Month Ending September 30, 2026						
General, O&M, MR&I, RRVWSP, and Irrigation Funds	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to September 30, 2026	Percentage of Budget Spent	Balance of Budget
Expenses						
Director Expenses	\$ 295,730	\$ 231,382	\$ 316,320	\$ 182,916	57.8%	\$ 133,404
Employee Expenses	\$ 4,350,049	\$ 4,082,264	\$ 4,496,959	\$ 3,173,764	70.6%	\$ 1,323,195
Administrative Expenses	\$ 452,428	\$ 3,669,096	\$ 462,551	\$ 330,902	71.5%	\$ 131,649
Public Education	\$ 305,925	\$ 234,326	\$ 162,685	\$ 104,545	64.3%	\$ 58,140
Prof Services	\$ 2,620,011	\$ 1,218,281	\$ 3,145,011	\$ 710,862	22.6%	\$ 2,434,149
Irrigation Development	\$ 166,000	\$ 161,540	\$ 101,000	\$ 37,500	37.1%	\$ 63,500
Water Supply Projects	\$ 300,000	\$ 251,608	\$ 300,000	\$ 229,774	76.6%	\$ 70,226
GDCD Recreation Grant Program	\$ 1,250,000	\$ 1,109,993	\$ 1,150,000	\$ 528,728	46.0%	\$ 621,272
DWRA Recreation Program	\$ 10,000	\$ 3,470	\$ 5,000	\$ 4,560	91.2%	\$ 440
Irrigation District Expense	\$ 2,000	\$ -	\$ -	\$ -	0.0%	\$ -
Maintenance & Repairs	\$ 1,561,474	\$ 1,169,109	\$ 1,467,474	\$ 1,038,319	70.8%	\$ 429,155
Capital Purchases	\$ 952,000	\$ 551,734	\$ 1,011,000	\$ 816,046	80.7%	\$ 194,954
Construction in Progress	\$ 118,750,000	\$ 105,504,136	\$ 177,600,000	\$ 99,504,060	56.0%	\$ 78,095,940
MR&I Fund	\$ 30,000,000	\$ 8,648,861	\$ 20,000,000	\$ 2,117,609	10.6%	\$ 17,882,391
Principal on Debt Repayment	\$ 566,936	\$ 576,770	\$ 337,000	\$ 212,003	62.9%	\$ 124,997
Interest on Debt Repayment	\$ 311,046	\$ 311,266	\$ 1,438,449	\$ 783,297	54.5%	\$ 655,152
Total Expenses	\$ 161,893,599	\$ 127,723,836	\$ 211,993,449	\$ 109,774,885	51.8%	\$ 102,218,564
Transfers In/Out						
MR&I	\$ 22,000	\$ 27,602	\$ 27,000	\$ 25,205	93.4%	\$ 1,795
O&M	\$ 1,119,472	\$ 1,116,989	\$ 1,136,255	\$ 1,299,340	114.4%	\$ (163,085)
Irrigation	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
RRVWSP	\$ -	\$ (419,598)	\$ -	\$ -	0.0%	\$ -
Total Transfers In/Out	\$ 1,141,472	\$ 724,993	\$ 1,163,255	\$ 1,324,545	113.9%	\$ (161,290)
Total Expenses	\$ 163,035,071	\$ 128,448,829	\$ 213,156,704	\$ 111,099,430	52.1%	\$ 102,057,274

GARRISON DIVERSION CONSERVANCY DISTRICT COMMITTED/RESTRICTED RESERVES STATEMENT September 30, 2026			
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.			\$1,639,500.00
RECREATION RESERVE			
Recreation Program established in 1990 for supporting Recreation Projects in North Dakota A cap for the Recreation Reserve of \$500,000 was created in 2026			
Recreation Outstanding	\$711,821.67		
Recreation Reserves	\$500,000.00		
			\$1,211,821.67
WATER ASSISTANT GRANT PROGRAM RESERVE			
Water Assistance Grant Program was created in 2021 to provide cost-share assistance for new customer hookups to rural water systems			
Water Assistance Grant Outstanding	\$474,054.38		
Water Assistance Grant Reserves	\$514,758.33		
			\$988,812.71
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
ACCRUED LEAVE RESERVES			
General Fund Accrued Leave	200,018.63		
O&M Accrued Leave	163,702.64		
			\$363,721.27
IRRIGATION DEBT RESERVE			
			139,905.50
TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES			\$6,759,354.13

Garrison Diversion Conservancy District Funds in Bank of North Dakota September 30, 2026				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.15%		\$ 458,213.06
General	Water Assistance Grant Outstanding	0.15%		\$ 474,054.38
	Total Checking Account Balance			\$ 932,267.44
General	Money Market Savings	0.80%		\$ 3,635,939.71
General	Water Assistance Grant Reserve	0.80%		\$ 514,758.33
General	GF Accrued Leave Saving Account	0.80%		\$ 200,018.63
	Total Savings Accounts Balance			\$ 4,350,716.67
	Total Deposits			\$ 5,282,984.11

Funds in First International Bank & Trust September 30, 2026				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80127125	3.75%	11/05/26	\$ 1,250,000.00
General	CD 80129465 Project Dev Reserve	3.95%	11/10/26	\$ 602,054.00
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
General	CD 80128514	3.75%	01/08/27	\$ 1,000,000.00
General	CD 80120161	3.60%	02/19/27	\$ 1,000,000.00
General	CD 80120162	3.60%	02/19/27	\$ 1,000,000.00
General	CD 80123425	3.60%	02/22/27	\$ 2,500,000.00
	Total Investments			\$ 8,415,592.98
General	General Fund Money Market Funds	2.50%		\$ 615,791.05
	Total Money Market Account Balance			\$ 615,791.05
	Total Deposits			\$ 9,031,384.03
Pledging	Total Deposits			\$ 9,031,384.03
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 8,781,384.03
	Total Pledging Required on all Deposits		X 110%	\$ 9,659,522.43
	Less: Pledging			\$ 10,471,449.61
	Pledging Excess			\$ 1,690,065.58

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary September 30, 2026			
Account Type	Interest Rate	Maturity Date	Balance
Checking Accounts			
x4310	Irrigation Fund	0.00%	\$ 221,480.98
x1561	M R & I Working Fund	0.00%	\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.21%	\$ 2,448,442.34
x4328	Red River Valley Ckg & Sweep	3.21%	\$ 28,366,005.09
			\$ 31,041,651.03
Savings Accounts			
x1546	O&M - Accrued Leave Reserve	3.21%	\$ 163,702.64
x1553	Irrigation - Debt Service Reserve	3.21%	\$ 139,905.50
	Total Savings Balance		\$ 303,608.14
Recreation Program			
	Recreation Outstanding Projects	3.21%	\$ 711,821.67
	Recreation Reserve-Operating Reserve	3.21%	\$ 500,000.00
	General Fund Cash	3.21%	\$ 158,631.55
	Total Recreation Balance		\$ 1,370,453.22
Certificates of Deposit			
xxx0234	O&M Emergency Reserve	4.00%	\$ 750,000.00
	Total CD Balance		\$ 750,000.00
	Total Deposits		\$ 33,465,712.39
Pledging	Total Deposits		\$ 33,465,712.39
	Less: FDIC Coverage		(250,000.00)
	Deposit Balance to Secure		33,215,712.39
	Total Pledging Required on all Deposits	x 110%	36,537,283.63
	Less: Pledging		39,671,008.59
	Pledging Excess		\$ 3,133,724.96

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary September 30, 2026				
Fund	Account Name/Reserve	Interest	Maturity	Balance
General	Checking Account Cash	2.50%		\$ 303,845.19
	Total Checking Account Balance			\$ 303,845.19
x6140	Certificate of Deposit	4.00%	09/23/26	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	3.85%	10/08/26	\$ 1,000,000.00
x4784	Certificate of Deposit -Operating Reserve	3.70%	11/26/26	\$ 589,000.00
x2144	Certificate of Deposit -Operating Reserve	3.65%	04/10/27	\$ 50,500.00
x2120	Certificate of Deposit	3.65%	04/10/27	\$ 1,000,000.00
	Total Investments			\$ 3,639,500.00
	Total Deposits			\$ 3,943,345.19
Pledging	Total Deposits			\$ 3,943,345.19
	Less: FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 3,693,345.19
	Total Pledging Required on all Deposits	x 110%		\$ 4,062,679.71
	Less: Pledging			\$ 4,896,147.84
	Pledging Excess			\$ 833,468.13

GARRISON DIVERSION CONSERVANCY DISTRICT Tax Collections Statement For the Month Ending September 30, 2026						
County	2026 Tax Levy Budget	2026 Tax Collections	Balance of Tax Levy Budget	2026 State Aid Budget	2026 State Aid Collections	Balance State Aid Budget
Barnes	\$84,390	\$95,282	(10,892)	\$5,884	\$4,920	\$964
Benson	33,641	36,898	(3,257)	4,054	3,423	631
Bottineau	59,297	71,950	(12,653)	4,913	3,762	1,151
Burleigh	580,121	711,049	(130,928)	34,212	29,108	5,104
Cass	1,102,010	1,324,593	(222,583)	68,319	58,172	10,147
Dickey	43,510	54,065	(10,555)	4,835	4,090	745
Eddy	15,286	17,094	(1,808)	2,653	1,756	897
Foster	27,995	33,451	(5,456)	8,027	6,045	1,982
Grand Forks	329,365	395,234	(65,869)	13,703	11,497	2,206
Griggs	21,152	23,700	(2,548)	2,658	2,031	627
LaMoure	40,156	45,013	(4,857)	4,866	4,086	780
McHenry	46,763	50,797	(4,034)	2,798	2,619	179
McKenzie	345,894	419,774	(73,880)	37,461	32,198	5,263
McLean	79,230	92,134	(12,904)	9,290	7,051	2,239
Nelson	26,350	29,410	(3,060)	2,577	2,179	398
Pierce	32,195	34,349	(2,154)	3,478	2,901	577
Ramsey	61,627	74,812	(13,185)	6,358	6,694	(336)
Ransom	38,961	42,837	(3,876)	-	-	-
Renville	24,462	26,790	(2,328)	3,093	2,687	406
Richland	105,845	107,808	(1,963)	-	15,622	(15,622)
Sargeant	36,590	41,361	(4,771)	3,955	3,730	225
Sheridan	14,951	16,975	(2,024)	4,668	3,991	677
Steele	30,063	31,864	(1,801)	2,225	1,615	610
Stutsman	132,127	152,976	(20,849)	9,579	7,985	1,594
Traill	60,478	68,022	(7,544)	4,435	5,500	(1,065)
Ward	326,372	379,704	(53,332)	22,899	18,880	4,019
Wells	40,740	46,622	(5,882)	4,734	3,292	1,442
Williams	397,835	492,090	(94,255)	10,922	8,921	2,001
Totals	\$ 4,137,406	\$4,916,654	\$ (779,248)	\$ 282,596	\$ 254,755	\$27,841

GARRISON DIVERSION CONSERVANCY DISTRICT**EXPENSE BUDGET ANALYSIS STATEMENT**

Through the Month Ending September 30, 2026

	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to September 30, 2026	Balance of Budget	Percentage of Budget Spent
GENERAL FUND						
Director's Expense						
Director Per Diem	\$ 151,200	\$ 128,894	\$ 166,320	\$ 101,415	\$ 64,905	60.98%
Director Expense	\$ 144,530	\$ 102,488	\$ 150,000	\$ 81,501	\$ 68,499	54.33%
Total Director Expense	\$ 295,730	\$ 231,382	\$ 316,320	\$ 182,916	\$ 133,404	57.83%
Employee Expense						
Employee Salaries	\$ 1,071,500	\$ 941,860	\$ 1,200,000	\$ 756,606	\$ 443,394	63.05%
General Manager Expense	\$ 21,000	\$ 14,975	\$ 21,000	\$ 8,825	\$ 12,175	42.02%
Travel	\$ 72,000	\$ 32,138	\$ 76,000	\$ 33,232	\$ 42,768	43.73%
Administrative Officer	\$ 25,000	\$ 5,938	\$ 10,000	\$ 9,697	\$ 303	96.97%
District Engineer	\$ 10,000	\$ 3,420	\$ 10,000	\$ 6,856	\$ 3,144	68.56%
Engineer	\$ 6,000	\$ 3,340	\$ 10,000	\$ 1,457	\$ 8,543	14.57%
Communications Director	\$ 6,000	\$ 1,460	\$ 6,000	\$ 619	\$ 5,381	10.32%
Employee Expense Other	\$ 25,000	\$ 17,980	\$ 40,000	\$ 14,603	\$ 25,397	36.51%
Professional Development	\$ 17,000	\$ 2,002	\$ 20,000	\$ 605	\$ 19,395	3.03%
Employee Training	\$ 15,000	\$ 2,002	\$ 20,000	\$ 605	\$ 19,395	3.03%
Wellness Program	\$ 2,000	\$ -	\$ -	\$ -	\$ -	0.00%
Benefits	\$ 540,610	\$ 444,069	\$ 560,520	\$ 362,706	\$ 197,814	64.71%
FICA	\$ 87,535	\$ 78,158	\$ 91,000	\$ 64,984	\$ 26,016	71.41%
Retirement	\$ 157,500	\$ 143,050	\$ 165,008	\$ 116,696	\$ 48,312	70.72%
Hospital/Life Insurance	\$ 242,000	\$ 194,317	\$ 249,799	\$ 161,151	\$ 88,648	64.51%
Unemployment Compensation	\$ 5,275	\$ 3,524	\$ 4,692	\$ 228	\$ 4,464	4.86%
Vision/Dental Insurance	\$ 18,425	\$ 15,512	\$ 19,190	\$ 12,075	\$ 7,115	62.92%
Workforce Safety Insurance	\$ 1,345	\$ 1,342	\$ 1,200	\$ 870	\$ 330	72.50%
Long Term Disability Insurance	\$ 10,700	\$ 8,166	\$ 10,006	\$ 6,702	\$ 3,304	66.98%
Vacation/Sick Leave Liability	\$ 17,830	\$ -	\$ 19,625	\$ -	\$ 19,625	0.00%
Total Employee Expense	\$ 1,722,110	\$ 1,435,044	\$ 1,877,520	\$ 1,161,974	\$ 715,546	61.89%
Administration						
Postage	\$ 4,400	\$ 4,466	\$ 6,500	\$ 3,376	\$ 3,124	51.94%
Communications	\$ 16,600	\$ 13,089	\$ 18,260	\$ 7,474	\$ 10,786	40.93%
Utilities	\$ 39,200	\$ 39,043	\$ 43,120	\$ 34,738	\$ 8,382	80.56%
Meetings & Events	\$ 12,400	\$ 10,181	\$ 15,000	\$ 9,539	\$ 5,461	63.59%
Subscriptions/Publications	\$ 12,500	\$ 12,195	\$ 12,000	\$ 6,876	\$ 5,124	57.30%
Miscellaneous	\$ 4,500	\$ 18,188	\$ 3,700	\$ 11,463	\$ (7,763)	309.81%
Data Processing	\$ 77,550	\$ 73,633	\$ 92,453	\$ 93,553	\$ (1,100)	101.19%
Employee Recruiting	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	0.00%
Supplies	\$ 12,300	\$ 11,969	\$ 13,225	\$ 5,575	\$ 7,650	42.16%
Small Office Equipment	\$ 30,430	\$ 38,294	\$ 32,500	\$ 11,814	\$ 20,686	36.35%
Dues	\$ 14,000	\$ 12,567	\$ 15,000	\$ 10,203	\$ 4,797	68.02%
Insurance	\$ 31,200	\$ 28,814	\$ 30,000	\$ 14,429	\$ 15,571	48.10%
Annual Independent Audit	\$ 46,220	\$ 46,218	\$ 49,665	\$ 47,250	\$ 2,415	95.14%
Total Administration	\$ 301,300	\$ 308,657	\$ 336,423	\$ 256,290	\$ 80,133	76.18%
Public Education						
GDCD Tours	\$ 10,000	\$ 4,041	\$ 10,000	\$ 3,150	\$ 6,850	31.50%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 21,000	\$ 21,000	\$ -	100.00%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.00%
ND Water Magazine	\$ 20,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	50.00%
Missouri River Joint Board/MRRIC	\$ 61,925	\$ 19,445	\$ 67,685	\$ 47,521	\$ 20,164	70.21%
Upper Sheyenne	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	0.00%
Conference Booth Fees, Sponsorships	\$ 20,000	\$ 6,639	\$ 20,000	\$ 6,686	\$ 13,314	33.43%
Miscellaneous	\$ 10,000	\$ 200	\$ 10,000	\$ 2,188	\$ 7,812	21.88%
Total Public Education	\$ 305,925	\$ 234,325	\$ 162,685	\$ 104,545	\$ 58,140	64.26%

GARRISON DIVERSION CONSERVANCY DISTRICT**EXPENSE BUDGET ANALYSIS STATEMENT**

Through the Month Ending September 30, 2026

	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to September 30, 2026	Balance of Budget	Percentage of Budget Spent
Professional Services						
Communications	\$ 140,000	\$ 83,343	\$ 140,000	\$ 64,678	\$ 75,322	46.20%
Engineering	\$ 125,000	\$ 3,750	\$ 50,000	\$ 60,344	\$ (10,344)	120.69%
RRVWSP Development	\$ 261,000	\$ 198,272	\$ 291,000	\$ 136,489	\$ 154,511	46.90%
Technical Support for LAWA	\$ 3,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.00%
Engineering	\$ 33,000	\$ 4,155	\$ 50,000	\$ 3,557	\$ 46,443	7.11%
Legal	\$ 149,000	\$ 145,075	\$ 150,000	\$ 125,871	\$ 24,129	83.91%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%
Consultants	\$ 50,000	\$ 3,484	\$ 50,000	\$ -	\$ 50,000	0.00%
Meeting, Misc. Exp	\$ 16,000	\$ 45,558	\$ 16,000	\$ 7,061	\$ 8,939	44.13%
Prof Services Other	\$ 45,000	\$ 22,390	\$ 45,000	\$ 12,706	\$ 32,294	28.24%
Legal Services	\$ 200,000	\$ 186,803	\$ 220,000	\$ 224,408	\$ (4,408)	102.00%
Total Professional Services	\$ 771,000	\$ 494,558	\$ 746,000	\$ 498,625	\$ 247,375	66.84%
Irrigation Development						
ND Irrigation Association	\$ 50,000	\$ 50,000	\$ 75,000	\$ 37,500	\$ 37,500	50.00%
Irrigation Development	\$ 116,000	\$ 111,540	\$ 26,000	\$ -	\$ 26,000	0.00%
Total Irrigation Development	\$ 166,000	\$ 161,540	\$ 101,000	\$ 37,500	\$ 63,500	37.13%
Recreation						
GDCD Recreation Grant Program	\$ 1,250,000	\$ 1,109,993	\$ 1,150,000	\$ 528,728	\$ 621,272	45.98%
DWRA Recreation Program	\$ 10,000	\$ 3,470	\$ 5,000	\$ 4,560	\$ 440	91.20%
Total Recreation	\$ 1,260,000	\$ 1,113,463	\$ 1,155,000	\$ 533,288	\$ 621,712	46.17%
WaterAssistant Grant Program						
	\$ 300,000	\$ 251,608	\$ 300,000	\$ 229,774	\$ 70,226	76.59%
Irrigation Districts						
	\$ 2,000	\$ -	\$ -	\$ -	\$ -	0.00%
Maintenance & Repair						
Equipment Maintenance	\$ 27,000	\$ 22,398	\$ 30,000	\$ 14,103	\$ 15,897	47.01%
Small Yard Equipment Purchases	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%
Land & Bldg Maintenance	\$ 70,000	\$ 66,179	\$ 50,000	\$ 12,305	\$ 37,695	24.61%
Auto Expense	\$ 23,000	\$ 21,274	\$ 25,000	\$ 12,284	\$ 12,716	49.14%
Total Maintenance & Repair	\$ 130,000	\$ 109,851	\$ 115,000	\$ 38,692	\$ 76,308	33.65%
Capital Purchases						
Office Equip & Furniture	\$ 109,000	\$ 15,892	\$ 150,000	\$ 16,094	\$ 133,906	10.73%
Yard Equipment	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	0.00%
Vehicle	\$ 132,000	\$ 120,724	\$ 50,000	\$ 28,352	\$ 21,648	56.70%
Land and Buildings	\$ 270,000	\$ -	\$ 370,000	\$ 36,003	\$ 333,997	9.73%
Total Capital Purchases	\$ 531,000	\$ 136,616	\$ 590,000	\$ 80,449	\$ 509,551	13.64%
TOTAL GENERAL FUND	\$ 5,785,065	\$ 4,477,044	\$ 5,699,948	\$ 3,124,053	\$ 2,575,895	54.81%

GARRISON DIVERSION CONSERVANCY DISTRICT**EXPENSE BUDGET ANALYSIS STATEMENT**

Through the Month Ending September 30, 2026

	2025 Budget	Expenditures for 2025	2026 Budget	Expenditures to September 30, 2026	Balance of Budget	Percentage of Budget Spent
IRRIGATION FUND						
McClusky Canal Irrigation	\$ 271,000	\$ 253,512	\$ 307,000	\$ 291,270	\$ 15,730	94.88%
Construction	\$ -	\$ -	\$ -	\$ 39,058	\$ (39,058.00)	0.00%
Operations	\$ 271,000	\$ 253,512	\$ 307,000	\$ 252,212	\$ 54,788	82.15%
Debt Payments	\$ 215,000	\$ 225,053	\$ 48,000	\$ 47,921	\$ 79	99.84%
Principal	\$ 192,000	\$ 201,834	\$ 15,000	\$ 33,168	\$ (18,168)	221.12%
Interest	\$ 23,000	\$ 23,219	\$ 33,000	\$ 14,753	\$ 18,247	44.71%
Total Irrigation Fund	\$ 486,000	\$ 478,565	\$ 355,000	\$ 339,191	\$ 15,809	95.55%
OPERATIONS & MAINTENANCE						
Salaries & Benefits	\$ 2,468,278	\$ 2,500,937	\$ 2,468,278	\$ 1,923,917	\$ 544,361	77.95%
Salaries	\$ 1,598,362	\$ 1,615,762	\$ 1,598,362	\$ 1,239,215	\$ 359,147	77.53%
Benefits	\$ 869,916	\$ 885,175	\$ 869,916	\$ 684,702	\$ 185,214	78.71%
Travel	\$ 14,506	\$ 14,010	\$ 12,006	\$ 9,561	\$ 2,445	79.64%
Training	\$ 1,100	\$ -	\$ 1,100	\$ -	\$ 1,100	0.00%
Utilities	\$ 101,300	\$ 100,080	\$ 76,300	\$ 68,307	\$ 7,993	89.52%
Contractual Services	\$ 599,011	\$ 12,147	\$ 599,011	\$ 18,641	\$ 580,370	3.11%
Supplies	\$ 466,033	\$ 431,798	\$ 351,033	\$ 558,954	\$ (207,921)	159.23%
Capital Purchases	\$ 421,000	\$ 415,118	\$ 421,000	\$ 696,539	\$ (275,539)	165.45%
Equipment Rental	\$ 4,000	\$ 52,733	\$ 4,000	\$ 6,622	\$ (2,622)	165.55%
Equipment Maintenance	\$ 453,441	\$ 319,175	\$ 453,441	\$ 168,469	\$ 284,972	37.15%
Safety	\$ 54,055	\$ 52,888	\$ 43,055	\$ 20,021	\$ 23,034	46.50%
Miscellaneous	\$ 49,828	\$ 3,260,360	\$ 49,828	\$ 6,305	\$ 43,523	12.65%
Materials	\$ 237,000	\$ 2,040	\$ 237,000	\$ 13,370	\$ 223,630	5.64%
Total Operations & Maintenance Fund	\$ 4,869,552	\$ 7,161,286	\$ 4,716,052	\$ 3,490,706	\$ 1,225,346	74.02%
MR&I FUND						
Salaries & Benefits	\$ 90,000	\$ 79,385	\$ 95,000	\$ 58,291	\$ 36,709	61.36%
MR&I Project Expenditures	\$ 30,000,000	\$ 8,648,861	\$ 20,000,000	\$ 2,117,609	\$ 17,882,391	10.59%
Total MR&I Fund	\$ 30,090,000	\$ 8,728,271	\$ 20,095,000	\$ 2,175,900	\$ 17,919,100	10.83%
RED RIVER VALLEY WATER SUPPLY PROJECT						
Right of Way	\$ 1,250,000	\$ 751,168	\$ 1,600,000	\$ 144,971	\$ 1,455,029	9.06%
Construction in Progress	\$ 117,500,000	\$ 104,752,967	\$ 176,000,000	\$ 99,359,089	\$ 76,640,911	56.45%
Professional Services	\$ 1,250,000	\$ 711,576	\$ 1,800,000	\$ 193,596	\$ 1,606,404	10.76%
Financing/Legal/Administration	\$ 935,000	\$ 394,170	\$ 662,000	\$ 50,348	\$ 611,652	7.61%
Other-Engineering	\$ 315,000	\$ 317,406	\$ 1,138,000	\$ 143,248	\$ 994,752	12.59%
Debt Payments	\$ 662,982	\$ 662,983	\$ 1,727,449	\$ 947,379	\$ 780,070	54.84%
Principal	\$ 374,936	\$ 374,936	\$ 322,000	\$ 178,835	\$ 143,165	55.54%
Interest	\$ 288,046	\$ 288,047	\$ 1,405,449	\$ 768,544	\$ 636,905	54.68%
Total Red River Valley Water Supply Project	\$ 120,662,982	\$ 106,878,694	\$ 181,127,449	\$ 100,645,035	\$ 80,482,414	55.57%
TOTAL ALL FUNDS	\$ 161,893,599	\$ 127,723,860	\$ 211,993,449	\$ 109,774,885	\$ 102,218,564	51.78%

**GARRISON DIVERSION CONSERVANCY DISTRICT
GDCD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS**

July 1, 1990 to September 30, 2026

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2026	EXPENDITURES 04-23-15 to 12-31-2025	EXPENDITURES 1-1-26 to 9-30-26	BALANCE REMAINING 9-30-26	AMOUNTS TO BE RETURNED TO GF
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	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	Park Benches -Souris	03-25-25	\$ 1,195.00			\$ 994.67	\$ -	\$ (200.33)
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00		\$ 6,258.58	\$ 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	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	\$ 695.00	\$ 1,805.00	
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	Argusville Playground Equipment Phase II	09-23-25	\$ 17,000.00			\$ 17,000.00	\$ -	
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00				\$ -	\$ (4,500.00)
Dickey	Dickey County Community Rec Facility	03-20-24	\$ 34,996.00		\$ 11,482.35	\$ 23,513.65	\$ -	
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	\$ 27,109.11	\$ -	\$ (10,585.46)
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 48,890.83	\$ 2,045.29	\$ -	\$ (10,265.88)
Foster	Foster County Fairground Bleachers	09-23-25	\$ 9,720.00				\$ 9,720.00	
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24	\$ 16,687.00			\$ 6,250.00	\$ -	\$ (10,437.00)
Grand Forks	Elks Park Playground-Grand Forks	03-25-25	\$ 39,560.00			\$ 38,291.25	\$ -	\$ (1,268.75)
Grand Forks	Ryan Lake Trails & Outdoor Classroom	09-23-25	\$ 50,000.00				\$ 50,000.00	
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	\$ -	
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 Brekken 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	\$ -	
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	\$ 3,471.25	\$ 1,178.75	
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			\$ 8,130.00	\$ 29,370.00	
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00				\$ -	\$ (10,728.00)
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		\$ 6,585.61		\$ 3,914.39	
Sargent	Silver Lake Southside Bathhouse	03-25-25	\$ 19,097.00				\$ 19,097.00	
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	
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00			\$ 5,574.00	\$ -	
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	Water Hookups at City Park -Medina	03-25-25	\$ 4,000.00				\$ 4,000.00	
Trail	Skate Park -Mayville	03-25-25	\$ 20,265.00		\$ 16,027.00	\$ 2,672.75	\$ -	\$ (1,565.25)
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		\$ 4,636.59		\$ -	\$ (3,434.41)
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00				\$ -	\$ (75,000.00)
Ward	Sawyer City Park Improvement	09-16-24	\$ 12,250.00				\$ 12,250.00	
Ward	Rice Lake Pickleball Courts	09-23-25	\$ 25,729.00			\$ 23,688.50	\$ 2,040.50	
Ward	Picnic Tables/Trash/Signage/Estates/Golf Parl	09-23-25	\$ 8,773.00			\$ 6,804.77	\$ -	\$ (1,968.23)
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			\$ 25,000.00	\$ 24,250.00	
Wells	Manfred Comfort Station & Park	03-20-24	\$ 9,372.00			\$ 2,527.83	\$ 6,844.18	
Wells	Harvey Swimming Pool	09-16-24	\$ 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	
TOTALS			\$ 1,683,369.00	\$ -	\$ 286,448.67	\$ 528,728.49	\$ 710,552.92	\$ (157,638.93)

Budget Preparation Timeline

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)

Task Order GF 1.53 – 2027 Strategic Communications Services

Task Order Effective Date: January 1, 2027

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a task order in the amount of \$101,000 for professional services to develop, implement, and support the Red River Valley Water Supply Project's (RRVWSP) communication program.

NEED AND BENEFIT

The task order in a continuation of the communication services completed for the RRVWSP and Garrison Diversion Conservancy District since 2017.

The benefit of this task order is to allow Garrison Diversion to maintain communications and outreach activities throughout year, including the 2027 North Dakota legislative session.

TASK ORDER SUMMARY

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

Basic Services:

	Fee
1) Strategic Communications Planning and Management	\$30,738.00
2) Content Development	\$32,579.00
3) Graphic Design	\$21,229.00
4) Videography	\$10,109.00
5) Website Maintenance	\$6,345.00
Totals	\$101,000.00

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

PROJECT OVERVIEW

The RRVWSP will be seeking significant funding from the State of North Dakota during 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. Elements of this final design Task Order are:

- Coordination of legislative outreach materials with Garrison Diversion staff, Lake Agassiz Water Authority (LAWA) staff, and public affairs consultants,
- Assisting Garrison Diversion staff with education, advocacy, and outreach to provide updated information about the project,
- Planning and support for events that elevate the status of the RRVWSP, Garrison Diversion, and LAWA,
- Tracking and reporting of project media coverage as well as quarterly newsletter and social media analytics, and
- On-call website maintenance for RRVWSP, Garrison Diversion, and LAWA websites.

PROJECT SCHEDULE

The Task Order covers communications and outreach professional services for Garrison Diversion for the 2027 calendar year.



Black & Veatch Corporation

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

Task Order GF 1.53 – 2027 Strategic Communications Services

Funding Source – GDCD General Fund

Effective Date – January 1, 2027

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

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II. TASK ORDER OBJECTIVES.....	2
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IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS.....	5
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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 co-sponsors Garrison Diversion Conservancy District (Garrison Diversion, Owner) and Lake Agassiz Water Authority (LAWA), 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. 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 overall Project's 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 collaborating with Garrison Diversion's in-house staff.

II. TASK ORDER OBJECTIVES

1. With the RRVWSP project under construction and seeking significant funding from the State of North Dakota during the 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 2027 legislative session, which will include working with Garrison Diversion staff, LAWA staff, and public affairs consultants to develop messaging in support of legislative requests, testimony development, presentation, and informational handouts to respond to legislative information requests and outreach.
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, LAWA, and the Project, including industry conferences and unique events.
5. Tracking and reporting of project media coverage as well as quarterly newsletter and social media analytics.
6. Provide website maintenance as requested for the RRVWSP, Garrison Diversion and 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 the 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:

Communications

- Task 1 – Strategic Communications Planning and Management
- Task 2 – Public and Media Relations
- Task 3 – Legislative Session Support
- Task 4 – Education and Engagement Support
- Task 5 – Owned Media Support (Digital, Social, Video, Design)
- Task 6 – Website Maintenance

1. Task 1 – Strategic Communications Planning and Management

This includes overall management of Project Development related to communications and public outreach, the strategic development of and deployment of communication efforts for various audiences, and Communications Team meetings with Garrison Diversion staff.

2. Task 2 – Public and Media Relations

This task includes the quarterly development and dissemination of the RRVWSP newsletter and analytic reports that provide the newsletter open and click rates, as well as most read articles; as well as media monitoring to identify and assess the positive negative or neutral view of the RRVWSP, Garrison Diversion, and/or LAWA. This task also includes the monthly cost of the Constant Contact email marketing account utilized to send the newsletter, event invitations, and other Project updates, as well as the annual cost to utilize Meltwater, a program that tracks traditional media and social media sentiments about the Project, Garrison Diversion, and LAWA.

3. Task 3 – Legislative Session Support

This includes the development of messaging in support of the legislative requests in support of the RRVWSP as well as creation of materials including testimony, presentations, graphics, videos, and handouts related to the 2027 legislative session. This includes working with Garrison Diversion staff, LAWA staff, and public affairs consultants to respond to legislator requests for information and coordinate Project supporters for testimony and legislator outreach.

4. Task 4 – Education and Engagement Support

This task includes working with Garrison Diversion and LAWA staff and to plan, coordinate, strategize, and execute communication services through the strategic development of articles, news releases, handouts, mailers, presentations, videos, graphics, and website content to educate and engage stakeholders, end users, affected landowners, and the public on key areas of the project. This task also includes communication and design services as described above to provide an extension of staff on an on-call basis.

5. Task 5 – Owned Media Support (Digital, Social, Video, Design)

This includes the creation of four quarterly social media plans for Facebook, as well as daily monitoring for comments and the development of responses, plus graphic design for social media posts.

6. Task 6 – Website Maintenance

On-call website maintenance services provided for the Garrison Diversion, Lake Agassiz Water Authority, and Red River Valley Water Supply Project sites. This includes fixing any issues that may develop with the three sites, as well as providing help to Garrison Diversion and LAWA staff with creating, removing webpages, or adding new functions to the sites on an as-needed basis. This includes website hosting services and fees.

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 analytics report.
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, LAWA, 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 receiving 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 One Hundred One Thousand Dollars (\$101,000).

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, 2027, with anticipated completion on or before December 31, 2027.

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 print and sign this document. You should retain one copy for your files and return an electronic copy via email to Paul Boersma (BoersmaPM@BV.com) with Black & Veatch Corporation.

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

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

Dated: _____

Dated: _____

ATTACHMENT A

Fee Estimate Worksheets

DRAFT



Garrison Diversion Conservancy District
Task Order GF 1.53 - 2027 Strategic Communications Services
BV Project No. xxxxxx
Black & Veatch and Subconsultants

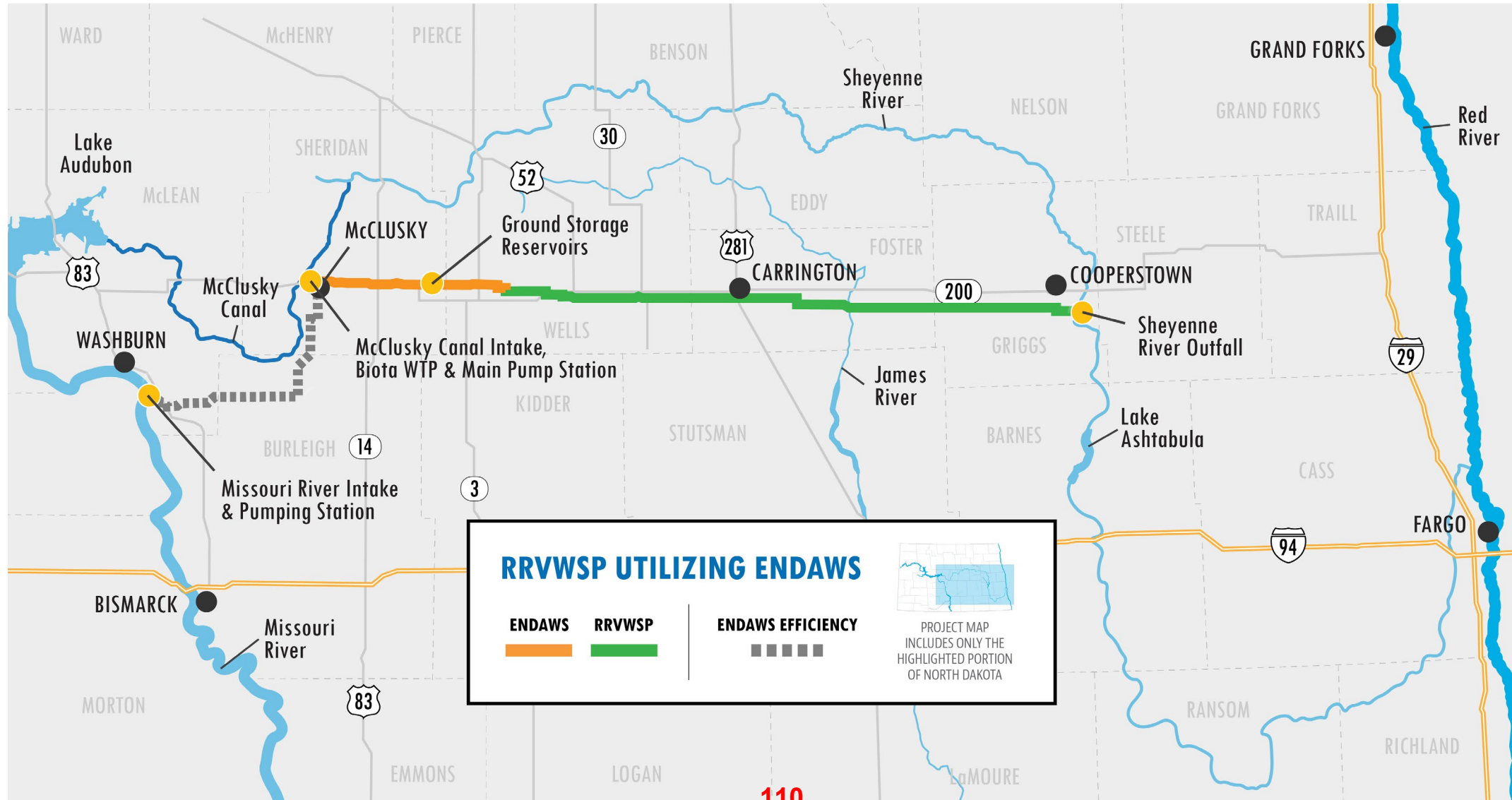
Task	Lead Firm	Position	Expense Detail	Sub Consulta	Sub Consult	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description						BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
			Misc	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Total Direct Expense				
IV. BASIC SERVICES											
1	AE2S	Strategic Communications Planning and Management	\$178	152	\$29,104	\$1,456	\$30,738	0	\$0	\$30,738	\$30,738
A	AE2S	Client Communications / Meetings	\$178	120	\$23,492	\$1,175	\$24,845	0	\$0	\$24,845	\$24,845
B	AE2S	Analytics and reporting		12	\$1,962	\$98	\$2,060	0	\$0	\$2,060	\$2,060
C	AE2S	Communications strategy		20	\$3,650	\$183	\$3,833	0	\$0	\$3,833	\$3,833
2	AE2S	Content Development	\$0	162	\$31,027	\$1,552	\$32,579	0	\$0	\$32,579	\$32,579
A	AE2S	Quarterly digital newsletter production		40	\$7,216	\$361	\$7,577	0	\$0	\$7,577	\$7,577
B	AE2S	Media monitoring and potential responses		20	\$6,650	\$333	\$6,983	0	\$0	\$6,983	\$6,983
C	AE2S	Facebook, Twitter, Youtube oversight & monitoring		12	\$1,962	\$98	\$2,060	0	\$0	\$2,060	\$2,060
D	AE2S	Quarterly social media planning, scheduling		24	\$3,925	\$196	\$4,121	0	\$0	\$4,121	\$4,121
E	AE2S	Legislative support		66	\$11,274	\$564	\$11,838	0	\$0	\$11,838	\$11,838
3	AE2S	Graphic Design	\$0	152	\$20,218	\$1,011	\$21,229	0	\$0	\$21,229	\$21,229
A	AE2S	Graphic design		152	\$20,218	\$1,011	\$21,229	0	\$0	\$21,229	\$21,229
4	AE2S	Videography	\$0	56	\$9,628	\$481	\$10,109	0	\$0	\$10,109	\$10,109
A	AE2S	Videography		56	\$9,628	\$481	\$10,109	0	\$0	\$10,109	\$10,109
5	AE2S	Website Maintenance	\$0	32	\$6,043	\$302	\$6,345	0	\$0	\$6,345	\$6,345
A	AE2S	Website Maintenance		32	\$6,043	\$302	\$6,345	0	\$0	\$6,345	\$6,345
PROJECT TOTALS			\$178	554	\$96,020	\$4,802	\$101,000	0	\$0	\$101,000	\$101,000



Garrison Diversion Conservancy District
Task Order GF 1.53 - 2027 Strategic Communications Services
BV Project No. xxxxxx

Task	Lead Firm	Position	PM II	Com III	Com III	Com I	Com III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Sr Consultant	Project Manager	Digital Storyteller	Graphic Designer	Website Developer	AE2S Level of Effort (hrs)	Labor Cost	Travel	Printing	Misc	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	Direct Expense	Fee
1	AE2S	Strategic Communications Planning and Managem	44	60	40	8	0	152	\$28,704	\$400	\$0	\$0	\$400	152	\$28,704	\$400	\$29,104
A	AE2S	Client Communications / Meetings	40	40	32	8		120	\$23,092	\$400			\$400	120	\$23,092	\$400	\$23,492
B	AE2S	Analytics and reporting		12				12	\$1,962				\$0	12	\$1,962	\$0	\$1,962
C	AE2S	Communications strategy	4	8	8			20	\$3,650				\$0	20	\$3,650	\$0	\$3,650
2	AE2S	Content Development	16	118	12	16	0	162	\$27,352	\$0	\$0	\$3,675	\$3,675	162	\$27,352	\$3,675	\$31,027
A	AE2S	Quarterly digital newsletter production		40				40	\$6,541			\$675	\$675	40	\$6,541	\$675	\$7,216
B	AE2S	Media monitoring and potential responses	4	16				20	\$3,650			\$3,000	\$3,000	20	\$3,650	\$3,000	\$6,650
C	AE2S	Facebook, Twitter, Youtube oversight & monitoring		8	4			12	\$1,962				\$0	12	\$1,962	\$0	\$1,962
D	AE2S	Quarterly social media planning, scheduling		24				24	\$3,925				\$0	24	\$3,925	\$0	\$3,925
E	AE2S	Legislative support	12	30	8	16		66	\$11,274				\$0	66	\$11,274	\$0	\$11,274
3	AE2S	Graphic Design	0	8	24	120	0	152	\$19,918	\$0	\$300	\$0	\$300	152	\$19,918	\$300	\$20,218
A	AE2S	Graphic design		8	24	120		152	\$19,918		\$300		\$300	152	\$19,918	\$300	\$20,218
4	AE2S	Videography	0	8	40	8	0	56	\$8,828	\$800	\$0	\$0	\$800	56	\$8,828	\$800	\$9,628
A	AE2S	Videography		8	40	8		56	\$8,828	\$800			\$800	56	\$8,828	\$800	\$9,628
5	AE2S	Website Maintenance	0	8	0	0	24	32	\$6,043	\$0	\$0	\$0	\$0	32	\$6,043	\$0	\$6,043
A	AE2S	Website Maintenance		8			24	32	\$6,043			\$0	\$0	32	\$6,043	\$0	\$6,043
Total for Basic Services			60	202	116	152	24	554	\$90,846	\$1,200	\$300	\$3,675	\$5,175	554	\$90,846	\$5,175	\$96,020

ENDAWS PROJECT FEATURES



FY2026 MR&I FUNDING

ENDAWS BIOTA WATER TREATMENT PLANT

ITEM	MR&I FUNDS (75%)	STATE FUNDS (18.75%)	LOCAL FUNDS (6.25%)	TOTAL COST ESTIMATE
Contract 3 Treatment Facilities & Pumping Stations, Final Design & Procurement Services	\$12.02M	\$3.00M	\$1.00M	\$16.02M
Contract 1 Site Development & Wet Well Excavation, Construction	\$15.27M	\$3.82M	\$1.27M	\$20.36M
Contract 1 Site Development & Wet Well Excavation, Construction Phase Services	\$1.60M	\$0.40M	\$0.13M	\$2.13M
Contract 2 Intake, Tunnel, & Shaft Liner, Design & Bidding Assistance	\$0.77M	\$0.19M	\$0.06M	\$1.02M
Contract 2 Intake, Tunnel, & Shaft Liner, Construction	\$14.25M	\$3.56M	\$1.19M	\$19.00M
Contract 2 Intake, Tunnel, & Shaft Liner, Construction Phase Services	\$1.42M	\$0.36M	\$0.12M	\$1.90M
Contract 3 CMAR Part I, Construction Management, Planning, & Design Coordination	\$0.75M	\$0.19M	\$0.06M	\$1.0M
Contingency (7.40%)	\$3.42M	\$0.86M	\$0.29	\$4.57M
TOTAL COST	\$49.5M	\$12.38M	\$4.12M	\$66.00M

**GARRISON DIVERSION CONSERVANCY DISTRICT
WATER ASSISTANCE GRANT PROGRAM
OUTSTANDING PROJECTS
June 1, 2021 to September 30, 2026**

COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2026	EXPENDITURES 1-1-26 to 9-30-26	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 9-30-26
Barnes	BRWD	Anderson, Trevor	05-21-26		\$ 8,615.00	\$ 6,570.46	\$ (2,044.54)	\$ -
Barnes	BRWD	Mosley, Ken	05-21-26		\$ 10,000.00			\$ 10,000.00
Barnes	BRWD	Olstad, Mike	05-21-26		\$ 10,000.00			\$ 10,000.00
Barnes	BRWD	Stoppeworth, Krystal	05-21-26		\$ 9,950.00	\$ 9,921.34	\$ (28.66)	\$ (0.00)
Barnes	BRWD	Vogel, Justin	05-21-26		\$ 10,000.00	\$ 10,000.00		\$ -
Barnes	BRWD	Kneeland, Jerrod	08-13-26		\$ 7,318.00			\$ 7,318.00
Benson	ASWUD	Wheeler, Todd	05-19-25	\$ 6,407.00				\$ 6,407.00
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		\$ -
Benson	CPWD	Rice, Paul	08-13-26		\$ 6,625.00			\$ 6,625.00
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
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		\$ -
Burleigh	SCRWD	Berg, Donald	05-21-26		\$ 9,145.00	\$ 7,570.92	\$ (1,574.08)	\$ -
Burleigh	SCRWD	Ewine, Deon	05-21-26		\$ 3,776.00	\$ 3,776.00		\$ -
Burleigh	SCRWD	Kuntz, Derek	05-21-26		\$ 10,000.00			\$ 10,000.00
Burleigh	SCRWD	Martin, Derrick	05-21-26		\$ 2,660.00	\$ 2,660.00		\$ -
Burleigh	SCRWD	Todd Michael	05-21-26		\$ 10,000.00	\$ 10,000.00		\$ -
Burleigh	SCRWD	Wald, Matthew	05-21-26		\$ 9,145.00	\$ 7,570.92	\$ (1,574.08)	\$ -
Cass	CRWD	Flom, Renee	05-19-25	\$ 2,761.00		\$ 2,761.00		\$ -
Cass	CRWD	Hill, Anna	05-21-26		\$ 10,000.00			\$ 10,000.00
Cass	CRWD	Lehmann, Bruce	05-21-26		\$ 6,427.00			\$ 6,427.00
Cass	CRWD	Peterson, Erick	05-21-26		\$ 6,766.00			\$ 6,766.00
Cass	CRWD	Rutten, John	08-13-26		\$ 6,048.00			\$ 6,048.00
Dickey	SEWUD	Kelly, Michael	05-21-26		\$ 7,542.00	\$ 7,542.00		\$ -
Foster	CPWD	Lura, Randy	05-21-26		\$ 5,376.00			\$ 5,376.00
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
Grand Forks	ECRWD	Clauson, Bob	05-21-26		\$ 6,000.00			\$ 6,000.00
Grand Forks	ECRWD	Ehlers, David & Jennifer	05-21-26		\$ 6,430.00			\$ 6,430.00
Grand Forks	ECRWD	Garbriel, Darin	05-21-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Paulson, Kim	05-21-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Grand Forks County	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Holweger, Marvin	08-13-26		\$ 5,590.00			\$ 5,590.00
Grand Forks	ECRWD	Leddige, Joseph	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Petsinger, Terry	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Pierce, Tuesday	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Raker, Thomas	08-13-26		\$ 1,350.00			\$ 1,350.00
Grand Forks	ECRWD	Smith, Juanita	08-13-26		\$ 6,210.00			\$ 6,210.00
Grand Forks	ECRWD	Veitch, David	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Warnke, Wayne	08-13-26		\$ 8,990.00			\$ 8,990.00
Grand Forks	ECRWD	Waters, John	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Weese, Diane	08-13-26		\$ 10,000.00			\$ 10,000.00
Grand Forks	ECRWD	Wildes, Sam	08-13-26		\$ 3,110.00			\$ 3,110.00
LaMoure	SEWUD	Huber, Bryan	05-19-25	\$ 10,000.00				\$ 10,000.00
LaMoure	SEWUD	Huber, Jim	05-19-25	\$ 10,000.00				\$ 10,000.00
LaMoure	SEWUD	Lindgren, Harvey	05-19-25	\$ 10,000.00		\$ 10,000.00		\$ -
LaMoure	BRWD	Ballinger, Rocky	05-21-26		\$ 10,000.00			\$ 10,000.00
McHenry	NPRWD	Kittelson, Marlowe & Gayla	05-21-26		\$ 10,000.00	\$ 10,000.00		\$ -
McKenzie	MCWRD	Brotherton, Kris	05-14-24	\$ 2,484.00			\$ (2,484.00)	\$ -
McKenzie	MCWRD	Brooks, James & Kelly	05-21-26		\$ 6,483.00	\$ 6,483.00		\$ -
McKenzie	MCWRD	LeBaron, Caroline	05-21-26		\$ 3,567.00	\$ 3,567.00		\$ -
McKenzie	MCWRD	Ross, Guy	05-21-26		\$ 1,671.00	\$ 1,671.00		\$ -
McKenzie	MCWRD	Smith, Daniel	05-21-26		\$ 10,000.00			\$ 10,000.00
McKenzie	MCWRD	Smith, Daniel	05-21-26		\$ 10,000.00			\$ 10,000.00
McKenzie	MCWRD	Wold Gary	05-21-26		\$ 10,000.00	\$ 10,000.00		\$ -
McKenzie	MCWRD	Gomez, Elpidio	08-13-26		\$ 1,476.00	\$ 1,476.00		\$ -
McKenzie	MCWRD	Lechuga, Valerie & Jaime	08-13-26		\$ 2,000.00	\$ 1,702.27	\$ (297.73)	\$ -
McKenzie	MCWRD	Roff, Bryan	08-13-26		\$ 2,350.00	\$ 2,000.75	\$ (349.25)	\$ -
McLean	MSRWD	Goven, Brian	08-13-26		\$ 5,648.00	\$ 5,648.00		\$ -
Ramsey	GRWD	Briedenbach, Justin	08-13-26		\$ 5,340.00			\$ 5,340.00
Ransom	SEWUD	Braaten, Marshall	09-16-24	\$ 1,875.00				\$ 1,875.00
Ransom	SEWUD	Johnons, Alice	09-16-24	\$ 3,662.00				\$ 3,662.00
Ransom	SEWUD	Kennedy, Tim	09-16-24	\$ 1,875.00				\$ 1,875.00
Ransom	SEWUD	McLeod Museum	09-16-24	\$ 5,350.00				\$ 5,350.00
Ransom	SEWUD	Morris, Scott	09-16-24	\$ 3,300.00				\$ 3,300.00
Ransom	SEWUD	Olerud, Jerome	09-16-24	\$ 2,903.00				\$ 2,903.00

Ransom	SEWUD	Ptacek, Paul	09-16-24	\$	4,420.00				\$	4,420.00	
Ransom	SEWUD	Sanvig, Dean	09-16-24	\$	2,912.00				\$	2,912.00	
Ransom	SEWUD	FDM Lyons Farms	05-21-26			\$	3,150.00	\$	3,150.00	\$	-
Ransom	SEWUD	Lyons Land & Livestock	05-21-26			\$	2,594.00	\$	2,594.00	\$	-
Ransom	SEWUD	Braaten, Marshall	08-13-26			\$	5,408.00			\$	5,408.00
Ransom	SEWUD	Olson, Sye	08-13-26			\$	6,017.00			\$	6,017.00
Richland	SEWUD	Bladow, Wes	05-19-25	\$	10,000.00			\$	10,000.00	\$	-
Richland	SEWUD	Ostrem, Sarah	08-18-25	\$	10,000.00					\$	10,000.00
Richland	SEWUD	Cottonwood Cove Campground LLC	08-13-26			\$	8,200.00	\$	8,200.00	\$	-
Sargent	SEWUD	Buzick, Chris	05-21-26			\$	1,636.00	\$	1,636.00	\$	-
Sargent	SEWUD	Brockman, Spencer	08-13-26			\$	1,750.00			\$	1,750.00
Stutsman	SRWD	Franke, Carl	05-21-26			\$	1,990.00	\$	1,990.00	\$	-
Stutsman	SRWD	Haugen, Ashley	05-21-26			\$	3,870.00	\$	3,366.78	\$	(503.22)
Stutsman	SRWD	Holm, Dann & Claudia	05-21-26			\$	1,650.00	\$	1,650.00	\$	-
Stutsman	SRWD	Kuss, Brent	05-21-26			\$	3,200.00	\$	3,200.00	\$	-
Stutsman	SRWD	Oyloe, Stephanie & Ryan	05-21-26			\$	3,068.00	\$	3,067.62	\$	0.38
Stutsman	SRWD	Prodzinski, Brandon/Charlene	05-21-26			\$	2,440.00			\$	2,440.00
Stutsman	SRWD	Williams, Dwon	05-21-26			\$	3,875.00	\$	3,355.49	\$	(519.51)
Stutsman	SRWD	Gader, Joe	08-13-26			\$	5,120.00			\$	5,120.00
Stutsman	SRWD	Geier, Chelsey	08-13-26			\$	5,035.00			\$	5,035.00
Stutsman	SRWD	Krebsbach, Todd	08-13-26			\$	10,000.00			\$	10,000.00
Stutsman	SRWD	Krenz, Jason & Betty	08-13-26			\$	2,425.00			\$	2,425.00
Stutsman	SRWD	Meidinger, Ed	08-13-26			\$	2,500.00			\$	2,500.00
Steele	ECRWD	Klabo, 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
Trail	ECRWD	Johnson, Logan	05-19-25	\$	10,000.00					\$	10,000.00
Traill	ECRWD	Knutson, Evan (Residential)	08-13-26			\$	10,000.00			\$	10,000.00
Traill	ECRWD	Knutson, Evan (Livestock)	08-13-26			\$	1,850.00			\$	1,850.00
Traill	ECRWD	Lerfald, Luther	08-13-26			\$	10,000.00			\$	10,000.00
Traill	ECRWD	Steenon, Ryan	08-13-26			\$	990.00			\$	990.00
Ward	NPRWD	Renfandt, Jerry	05-21-26			\$	10,000.00			\$	10,000.00
Ward	NPRWD	Landverk, Virginia	08-13-26			\$	4,720.00			\$	4,720.00
Ward	NPRWD	Nelson, Michael & Lana	08-13-26			\$	2,150.00	\$	2,150.00	\$	-
Wells	GRWD	Lura, Treston	05-19-25	\$	7,016.00					\$	7,016.00
Wells	CPWD	Reutter, Larry	05-21-26			\$	630.00	\$	630.00	\$	-
Wells	CPWD	Baumbach, Kevin	08-13-26			\$	4,833.00	\$	4,833.00	\$	-
Wells	CPWD	Brame, William	08-13-26			\$	1,150.00			\$	1,150.00
Wells	CPWD	Weinmann, Duane	08-13-26			\$	5,280.00			\$	5,280.00
		City of Binford	05-21-26			\$	14,986.00	\$	14,986.00	\$	-
TOTALS				\$	207,078.00	\$	496,125.00	\$	229,773.55	\$	(9,375.07)
										\$	464,054.38

GARRISON DIVERSION CONSERVANCY DISTRICT					
MR&I Project Construction Report					
September 30, 2026					
Current Funding					
Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2026 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
ENDAWS	\$ 6,870,000.00	\$ 1,634,223.08	\$ 1,852,943.76	\$ 3,487,166.84	3,382,833.16
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 59,939,819.37	\$ 34,133.43	\$ 59,973,952.80	6,600,543.05
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47	\$ 90,551.92	\$ 3,300,682.39	1,359,317.61
Totals	\$ 78,104,495.85	\$ 64,784,172.92	\$ 1,977,629.11	\$ 66,761,802.03	\$ 11,342,693.82

GARRISON DIVERSION CONSERVANCY DISTRICT
MR&I BIL Agreement Project Construction Report
September 30, 2026

Current Funding

Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2026 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	\$ 6,938,147.89	\$ -	\$ 6,938,147.89	461,852.11
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 4,018,106.29	\$ 139,980.15	\$ 4,158,086.44	341,913.56
Totals	\$ 40,545,000.00	\$ 10,956,254.18	\$ 139,980.15	\$ 11,096,234.33	\$ 29,448,765.67

Bureau of Reclamation Activities

Garrison Diversion Board of Directors Meeting
October 15-16, 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 near complete; with the startup of the Biota WTP delayed to approximately November 2026. The SCPP Intake Modification project work is ongoing and nearing completion.

Bids were opened July 21, 2025, for the permanent intake for NAWS at the SCPP (Contract 1-1A) and was awarded to ECI for \$31,193,837. ECI mobilized to the site in the Spring of 2026 and has been completing work excavating the cofferdam material and installing the piles for the intake structure.

Reclamation has collaborated 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)

Design work is ongoing on pipeline project and facilities (intake, Biota water treatment plant, and pumping stations). Contract 1 BWTP was awarded to Martin Construction, Inc. in the amount of \$20,355,043 in September 2026. Reclamation has received 100 percent design review plans for Pipeline Contract 3.

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). Modification #20 was fully executed to add \$49,000,000 funding for ENDAWS. Modification #21 which will add Contract 1 BWTP to the scope of work has been submitted and is awaiting

approval. Modification #22 which adds \$99,000,000 in One Big Beautiful Bill Act funding has been submitted.

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 SSCP Discharge Pipeline. Since Fiscal Year (FY) 2025, no BIL funds have been requested for this program due to the approaching Federal funding ceiling.

Indian MR&I Program

Standing Rock MR&I System

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 FY2024: 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. The FY2026 awards were announced, and Standing Rock received the remaining funds needed to fully fund the Area Meter project.

The Cannonball and Kenel AC pipe replacement projects were designed by Indian Health Service and bid together under Project No. GP-23-D95, Contract #SR2025-CW-1. The work under this contract generally consists of 758 lineal feet of 4-inch HDPE DR9 directionally drilled, 871 linear feet of 4-inch PVC SDR 21, 7,958 linear feet of 6-inch HDPE DR 9 directional drilled, 838 linear feet of 6-inch PVC SDR 21, 3,005 linear feet of 1-inch HDPE DR 9 service line, 2,685 linear feet of 1-inch HDPE DR 9 service line, 18 6-inch gate valves, 13 4-inch gate valves, 109 stainless steel saddles with 1 inch corporation stops, 109 curb stops, 13 6-inch fire hydrants with gate valves, 3 4-inch flush hydrants, 354 square yards of asphalt repair, 312 square yards of sidewalk repair, 102 linear feet of curb and gutter repair, 86 square yards of concrete driveway repair, 25 hours of hydro vac exploratory investigating and all other related appurtenances. This project is in the towns of Cannonball, North Dakota, and Kenel, South Dakota. This project was advertised and bids opened on April 3, 2025. Three bids were received and the low bidder was Dakota Directional out of Redfield, South Dakota. Their bid was \$1,134,907.00, approximately \$1,003,993 lower than the engineers estimate and \$892,658.00 lower than the next lowest bid.

Contract 4-1 Schedule 3 was advertised, and bids were opened on July 14, 2026, with Abbott Arne, Schwindt, Inc. (AAS) of Moorhead, MN as the low bidder. AAS's bid of \$2,485,187.35 was \$1,551,897.95 lower than the second lowest bidder (APEX Companies, Glyndon, MN) and \$2,936,521.46 lower than the engineer's estimate. This project includes furnishing and installing approximately 196,410 lineal feet of 2-inch through 6-inch diameter ASTM D2241 gasketed

joint PVC Pipe, 3,730 lineal feet of 2-inch through 3-inch diameter HDPE pipe, connection to 40 services, wet tap tie-ins, road, railroad and stream crossings and all other related appurtenances. This project is located in Corson County, South Dakota. The substantial completion date is set as August 27, 2027, and the final completion for this project is October 29, 2027.

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, and right of way for the road upgrades to the Water Treatment Plant.

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.

The St. Michael tank recoat was advertised and bids opened on May 7, 2026. This work generally consists of applying a new interior wet coating system, applying a new exterior coating system, power washing the dry tank interior, applying coating to the dry tank interior, preparing all areas of interior (dry) corrosion or welding for coating with power tools, hand tools, or abrasive blast cleaning, rehabilitation or replacement of steel in areas of corrosion, replace conduit roof penetration boots, repair and replace insulation on tank manway door, install ventilation in existing control room, replacement of the existing drain valve, replacement and installation of the recirculation pump and piping in control room, replace riser pipe insulation jacket bands, replace manway gaskets and other appurtenant items as required by project plans and specifications. This project is in Benson County in St. Michael, North Dakota. Bids were received from three contractors with the low bid being received from Classic Protective Coatings out of Menomonie, Wisconsin in the amount of \$474,913.00. The substantial completion date is set as October 31, 2026, and the final completion for this project is December 1, 2026. The tank recoat and tank repairs have been completed and a final walk through will be scheduled in October.

The R5 Tank Access Road aging infrastructure project was advertised and bid opening took place on July 30, 2026. This work generally consists of grading, aggregate surfacing, erosion control, and other incidental items for the reconstruction of the R5 Tank access road. This project is in Benson County, North Dakota. Bids were received from four contractors with the low bid (\$128,140.40) coming from Harris Construction of Belcourt, North Dakota. The substantial completion date is set as October 15, 2026, and the final completion for this project is November 19, 2026. The pre-construction conference was held September 30, 2026.

The Service to Warwick contract was advertised and bid opening took place on July 30, 2026. This project consists of furnishing and installing approximately 2.2 miles of 8" and 6" ASTM D2241 PVC gasketed joint pipe; road crossings; connections to existing water lines; Warwick Meter Building; and related appurtenances. A bid alternate was also considered for this project

to install 10" and 6" HDPE piping in lieu of the 8" and 6" ASTM D2241 PVC pipe. Bids were received from three contractors on Bid Schedule 1 (PVC pipe) and three bids were received for alternate bid schedule 1 (HDPE pipe). The lowest bid was from Storms Construction, Mandan North Dakota, in the amount of \$1,006,260.75. The substantial completion date is set as November 13, 2026, and the final completion for this project is December 13, 2026. The pre-construction conference was held on September 14, 2026.

Fort Berthold Rural Water System (FBRWS)

After the FY2025 construction funding obligation was made, Reclamation considers the Three Affiliated Tribes to have reached their Dakota Water Resources Act (DWRA) authorized construction ceiling. No additional funds will be obligated to the construction contract. Any residual construction funds not obligated to the Three Affiliated Tribes construction contract will be retained by Reclamation for contract close-out purposes.

The Infrastructure Investment and Jobs Act Aging Infrastructure (IIJA-AI) PL 93-638 contract (executed in September 2024) included 12 projects, with 4 more being subsequently approved. Two of the subsequent four projects received only partial funding. One of those four projects received enough additional funding to be considered fully funded. All projects are underway, either with design or construction phases. Some of the original 12 projects are nearly completed.

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 nearly complete but not online yet due to unforeseen matters. The other three tanks are in various construction phases, with two having liquated damages being assessed onto the respective contractors.

On June 4, 2026, and August 27, 2026, Reclamation submitted permit applications for new temporary FBRWS raw water intakes to be used for MR&I purposes. In a September 18, 2026, meeting, the U.S. Army Corps of Engineers stated these temporary intakes would be eligible to be considered under Executive Order 14156 - Declaring a National Energy Emergency. Reclamation will continue to submit permit applications to the Corps of Engineers for FBRWS raw water intake(s), pipelines, etc. for MR&I purposes as needed by the Tribe. All Corps of Engineers issued Nationwide permits have expired and need to be renewed.

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

In March 2023, Reclamation approved \$13.023 million of AI funds for Turtle Mountain, \$12.789 million approved in May 2024, \$28.282 million approved in FY2025, and \$34.621 million in FY2026. 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 (\$10.015 Million), Reservoir C East Watermain Replacement (\$13.47 Million), and Asbestos Cement Pipe Replacement (\$12.075 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 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.

Reclamation and Garrison Diversion continue to discuss potential title transfer of Snake Creek Pumping Plant, McClusky Canal, and New Rockford Canal. On January 22, 2026, Reclamation shared with Garrison Diversion the solicitor's opinion questions 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. The questions are currently with Reclamation's solicitor for a response. Reclamation is also preparing the net present value on the Garrison Diversion Unit facilities.

Snake Creek Pumping Plant

Reclamation continues discussion with the U.S. Army Corps of Engineers (Corps) on the Snake Creek embankment foundation concerns. Reclamation has signed to be a cooperating agency with the Corps in preparing their Dam Safety Modification Study (DSMS) and National

Environmental Policy Act (NEPA) Review. The new preferred alternative removes the reservoir restriction and plans to install relief wells to manage any risks. Additional Corps review found the backwater erosion risk to be significantly reduced due to the gradient of fine particles in the foundation soil tests. On May 28, 2026, the Corps stated the DSMS and NEPA review were paused due to lack of funding.

McClusky and New Rockford Canals

On March 17, 2026, the Department of Interior announced \$8 million to the Garrison Diversion Unit for repairs at the McClusky Canal and Snake Creek pumping plant through the One Big Beautiful Bill. Reclamation and Garrison Diversion requested \$3 million funding to repair McClusky Canal slides between mile marker 38-40 left, \$1 million for McClusky Canal gate automation, \$1 million for Snake Creek pumping plant discharge wingwall repair, and \$3 million for Snake Creek pumping plant discharge pipes recoating. Reclamation will be transferring the funds to Garrison Diversion utilizing the extra ordinary maintenance option within the OM&R transfer contract. A letter was sent to Chairman Anderson on September 16, 2026, for signature.

Irrigation

Jamestown Dam

Jamestown Dam released 2,254 acre-feet to Dickey Sargent Irrigation District for irrigation in 2026.

Reclamation incorporated Garrison Diversion's comments into the excess capacity contract to store their water within Jamestown Dam.

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.

Working with the Tribe to move projects forward.

Recreation Development

Chain of Lakes

Law Enforcement agreements in place to continue through 2026.

Campground Hosts on the ground done for the season and plan to return next year.

Hoffer Lake

The Federal Land Access Program road paving project is mostly complete with a walk-through inspection completed on September 22, 2026. Hydroseeding of the ditches will occur the week of October 5, 2026.

North Dakota Natural Resources Trust

No updates

Wildlife Program**Lonetree**

No updates

Audubon

No updates

Arrowwood

The electric fish barrier was repaired and is operational. The US Fish and Wildlife Service elected not to operate the barrier this summer, in hopes the fish within the refuge migrate downstream this fall.

Scattered Tracts

The fall Semi Annual meeting was held at Long Lake National Wildlife Refuge on September 23, 2026.

October 2, 2026

NORTH DAKOTA

WATER USERS ASSOCIATION | WATER COALITION | WATER RESOURCE DISTRICTS ASSOCIATION | IRRIGATION ASSOCIATION

Policy Update

Award Nominations

The 63rd Annual Joint North Dakota Water Convention and Irrigation Workshop is December 8-10 at the Bismarck Hotel and Conference Center in Bismarck. As always, Water Wheel, Commodore and Hall of Fame awards will be presented at the awards banquet on the evening of December 10.

Please consider and nominate individuals who deserve recognition for their demonstrated commitment to protect, develop and manage North Dakota's water resources. The deadline for award nominations for water leaders is Wednesday, October 21.

Please complete a nomination form for the [Irrigation Excellence](#), [Water Wheel](#), [Commodore](#), [and/or Hall of Fame](#) awards and describe that person's background and commitment to water. Prior award winners are listed on the Water Users Association [website](#).

If you have questions, call the office at 701-223-4615 or contact [Julie](#).

Joint Water Convention Registration Open

Registration for the Joint Water Convention is now open. Board meetings will be held on Tuesday, December 8, with a social that evening. Training will be provided for water resource district managers on Wednesday morning with the full convention starting at 11:30 a.m. on Wednesday, December 9. The Irrigation Workshop will start at 9 a.m. on Thursday, December 10, and run throughout the day. The convention will feature important conversations on policy issues ahead of the upcoming legislative session as well as timely updates on major water projects in the state.

Please note that the State Water Commission will be meeting on Friday, December 11, in Bismarck and will likely adopt their new cost share policy at that meeting.

The draft agenda and registration information can be found on the [North Dakota Water website](#).

Governor Armstrong Leads Letter in Support of Missouri River Use

[Governor Kelly Armstrong led a letter](#) signed by the Governors of Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming opposing language currently in the House version of the Water Resources Development Act (WRDA). Sec. 120 of WRDA would restrict any state's ability to pursue a water project that could deliver Missouri River water outside of a Missouri River basin state (Colorado, Minnesota, Montana, North Dakota, South Dakota, Nebraska, Iowa, Kansas, Missouri and Wyoming) without the unanimous approval of all the Governors in the basin.

"Neither the federal government nor any individual state gets to tell North Dakota how to use Missouri River water as it passes through our state," Armstrong said in a [press release announcing the letter](#). "Our right to use Missouri River water as we deem necessary – whether it's for drinking water, irrigation, industrial uses or emergency water supplies during a drought – is clearly established in both state and federal law, and we will strongly resist any attempt to

infringe on that authority. The path forward for the Missouri River needs to be shaped collectively by the basin states working together, and we welcome every basin state to the table to find solutions that respect each state's individual rights and interests.”

Both the [Upper Missouri Water Association](#) and the [National Water Resources Association](#) have sent similar letters to Congress on Sec. 120.

The House of Representatives passed WRDA, including Sec. 120, by a vote of 415-9 on September 16, 2026. Rep. Julie Fedorchak was one of the “no” votes. The Senate has not yet passed their version of WRDA, which does not include language regarding use of the Missouri River, but is likely to in the near future.

Water Topics Overview Committee

The Water Topics Overview Committee met on September 17 for what is likely their last meeting of the year. At the meeting they wrapped up their various studies as well as received a lengthy [report from the Department of Water Resources on their many activities](#). Much of the conversation revolved around the two legislatively directed studies completed by the Department of Water Resources. The first examined the finance and governance of the Northwest Area Water Supply Project, the Southwest Pipeline Project and the Red River Valley Water Supply Project. Proposals were discussed to make changes to each of those projects. It is likely that proposals will be considered during the upcoming legislative session. Additionally, the Department of Water Resources presented on the State Water Commission's proposed changes to cost share policy. There was much discussion about the changes, especially about the change to [priority tiers](#). The Water Commission is currently discussing changes and plans to vote on final changes at their December meeting.

Upcoming Events

The [State Water Commission](#) will meet for a full commission meeting on Thursday, October 8, at 1 p.m. via Teams or at the Bank of North Dakota in Bismarck.

The [State Water Commission](#) will meet for a pre-commission meeting on Thursday, November 19, at 1 p.m. via Teams.

The Joint Water Convention and Irrigation Workshop will be December 8-11 at the Bismarck Hotel and Conference Center in Bismarck. Registration information can be found [here](#).

We'd love to hear from you! Feel free to email us at staff@ndwater.net or call 701-223-4615.

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

Task Order Effective Date: October 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

NEED AND BENEFIT

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

TASK ORDER SUMMARY

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

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

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

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

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

TASK ORDER OVERVIEW

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

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

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

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

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

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

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

Special Services includes engineering work tasks as follows:

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

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

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

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

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

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

PROJECT SCHEDULE

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

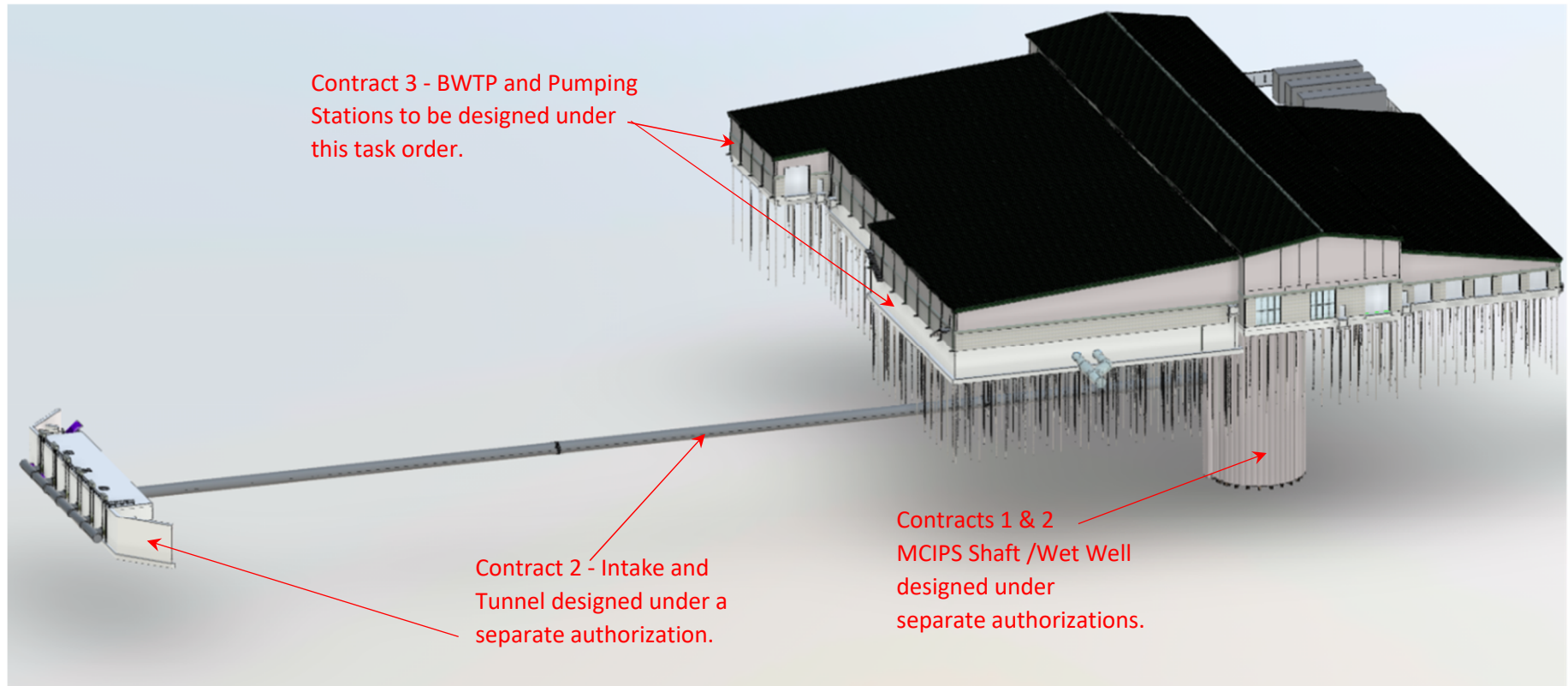
ENDAWS Task Order 3310 – Biota Water Treatment Plant Contract 3

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

Task Order Effective Date: October 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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





Black & Veatch Corporation

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

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

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

Effective Date – October 1, 2026

Content of this Task Order is as follows:

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I. PROJECT BACKGROUND

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

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

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

II. TASK ORDER OBJECTIVES

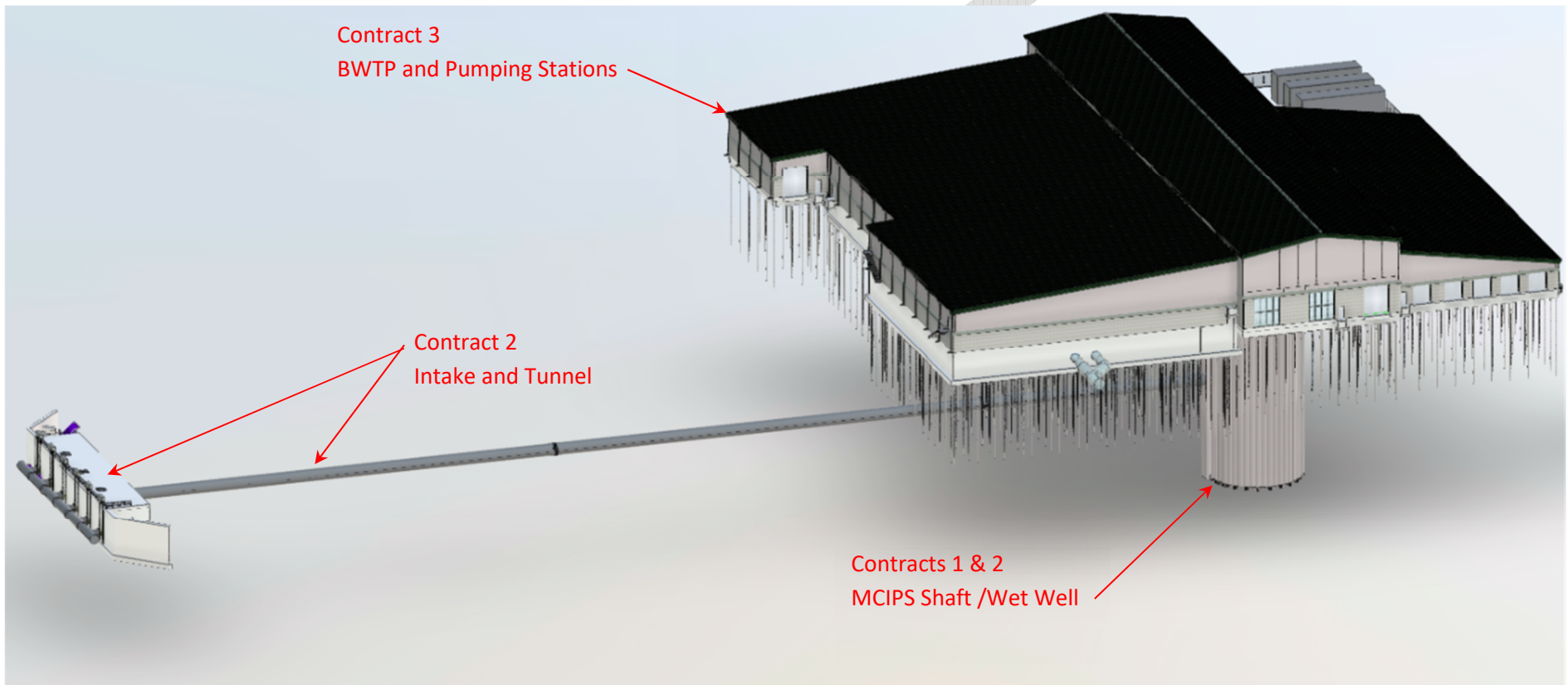
1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the BWTP, MPS, and final sitework (Contract 3). Figure 1 shows an isometric view of the BWTP facilities from the 3D model developed during preliminary design. Items included in this task order and other BWTP construction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

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

III. GENERAL REQUIREMENTS

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

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



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

IV. BASIC SERVICES

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

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

1. Task 1 – Task Order Management and Administration

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

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

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

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

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

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

3. Task 3 – Supplemental Design Evaluations

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

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

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

4. Task 4 – Field Services

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

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

5. Task 5 – Final Design Services

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

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

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

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

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

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

iii. Provide technical specifications and drawings for Owner review.

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

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

G. 90-percent DDs (Level 3 Design)

- i. The Level 3 design will commence after the Owner has accepted Level 2 deliverables. The content of the Level 3 deliverables is as follows:
 - Final draft drawings review set,
 - Final draft technical specifications review set,
 - Front-end documents to incorporate Reclamation requirements for Federal projects
 - Final draft corrosion protection system technical memorandum,
 - Quantity takeoffs from Revit model,
 - Constructability review results,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- ii. Provide specifications and drawings for Owner review.
- iii. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log distributed to meeting attendees.
- iv. Revise documents according to mutual agreement reflecting decisions taken at this level incorporating design modifications into subsequent deliverables.

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

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

I. Final Sealed and Signed DDs

- i. Preparation of the final DDs will commence after the Owner has accepted 100 percent deliverables.
- ii. Provide the Owner with a record copy of Final DDs that are sealed, signed, and dated by the Engineer of Record.

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

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

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

V. SPECIAL SERVICES

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

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

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

1. Task 1S - Solicitation and Selection of CMAR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Task 6S – Bidding Assistance to CMAR

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

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

VI. DELIVERABLES

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

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

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

VII. ADDITIONAL SERVICES

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

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

VIII. SPECIAL RESPONSIBILITIES OF OWNER

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

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

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

IX. FEE

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

X. PERFORMANCE SCHEDULE

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

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

ATTACHMENT A

PRELIMINARY SHEET LIST

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

ATTACHMENT B
PRELIMINARY SPECIFICATION LIST

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

ATTACHMENT C
ENGINEERING FEE WORKSHEETS

DRAFT



Garrison Diversion Conservancy District
Red River Valley Water Supply Project

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

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

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

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



Garrison Diversion Conservancy District
Red River Valley Water Supply Project

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

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

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

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



Garrison Diversion Conservancy District
Red River Valley Water Supply Project

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

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

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

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



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

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

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

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



Garrison

Diversion

Garrison Diversion Conservancy District

Red River Valley Water Supply Project

ENDAWS TO 3310 - BWTP Ct 3, Facilities Final Desig

BV Project No. 426588

AE2S

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

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

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



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

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

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

CONSTRUCTION MANAGER AT-RISK PROCUREMENT

Request for Proposals

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

GARRISON DIVERSION CONSERVANCY DISTRICT
CARRINGTON, NORTH DAKOTA

October 1, 2026



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Request for Proposals

1 Background

1.1 Introduction

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

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

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

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

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

The overall cost of these facilities included in the Project is estimated to be \$300M, not including the pipeline cost. It is expected that the Project will be constructed in a phased construction approach from 2027 to 2032. Startup of the entire RRVWSP is expected in 2033. The facilities

included in the Project are currently at a preliminary level of design completion and the Preliminary Design Report is available. The 125-mile pipeline is fully designed and approximately one half of the pipeline is constructed or under construction. Construction of the remaining half of the pipeline will be completed by 2032, but the construction is outside the scope for the CMAR responsibilities associated with this Project.

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

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

Phase I - Preconstruction Phase Services: Provide the services described in Attachment B in support of design development provided by the Owner's Design Engineer. During Phase I, the Design Engineer will advance the design to the level of completion necessary for project definition with 60% and 90% completion milestones and final documents ready for construction. The CMAR will prepare a construction sequencing plan, provide value engineering, provide cost estimating services, develop project schedules, and conduct constructability reviews during the Preconstruction Phase. The CMAR will prepare a GMP Amendment at the 60% final design completion milestone. The Owner and CMAR will then negotiate and finalize the CMAR contract.

- **Phase II - Construction Phase Services:** Assuming a final GMP is agreed upon during Phase I and a final CMAR contract is entered into by the CMAR and Owner, the CMAR will assume the general contractor role and provide further design review, procurement of subcontractors and vendors, self-performance of certain elements of the construction (where permitted and at the Owner's permission), and full construction and commissioning until the Project is completed and fully functional.

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

Startup will include an integrated team of the operators provided by the Owner, the Design Engineer, and the CMAR. The CMAR's responsibility will primarily be for

functional testing. A detailed responsibility matrix between the Owner, Design Engineer and CMAR will be developed during the final design.

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

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

1.2 Owner's Goals and Expectations

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

Reduce Cost: The single largest goal for the CMAR is to minimize capital and life-cycle costs by contributing to the design process at the 60% and 90% level of design completion.

Reduce Schedule: Provide real-time market insight to help the design team be aware of any market conditions or forces that may affect schedule. The Owner expects to shorten the expected schedule based on a design-bid-build process by up to one year through use of the CMAR.

Reduce Risk: Achieve an optimal balance of risk allocation between the Owner and the CMAR.

Improve Collaboration: Minimize construction conflicts and optimize the design.

Improve Quality: Prepare for and be an active participant in each design submittal review meeting.

Integrated and Seamless Project Start up and Commissioning: Achieve full system test and mechanical completion within the agreed upon project schedule(s). The Project Start up and Commissioning will include using the 125 miles of pipeline constructed under separate contracts for the conveyance and discharge of water.

Improve Safety: Implement an effective safety program incorporating best industry practices.

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

2 Project Overview

2.1 Project Description

Summary of the Overall Red River Valley Water Supply Project

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

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

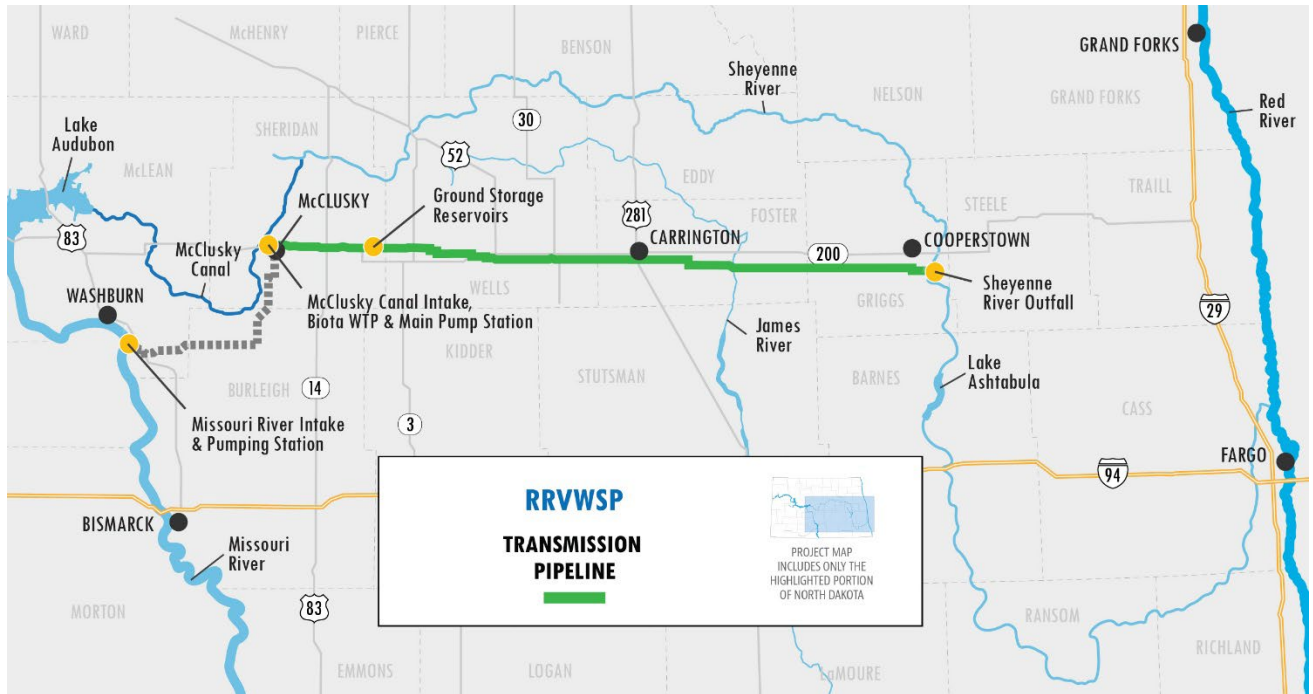


Figure 1 — Layout of the Overall Red River Valley Water Supply Project

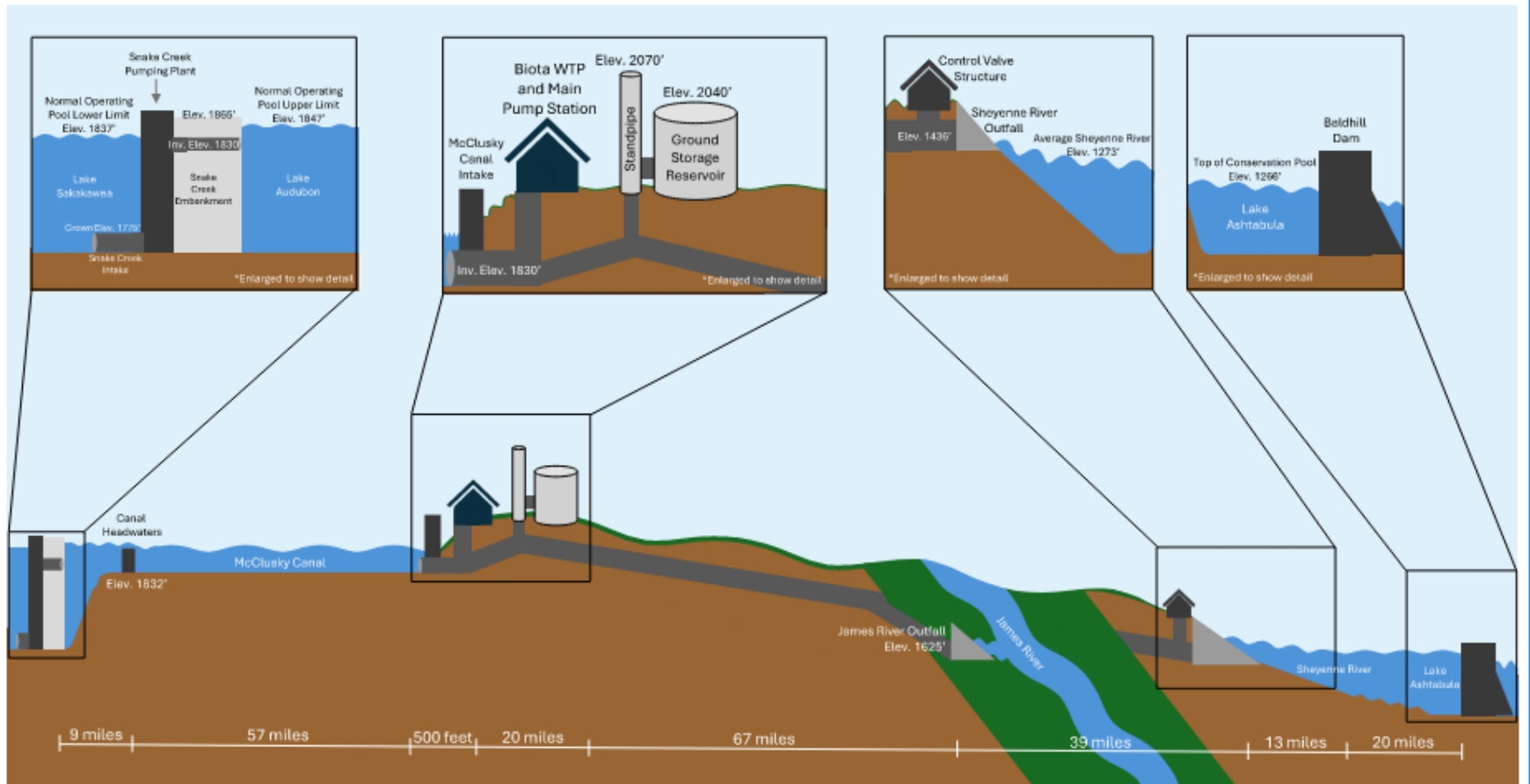


Figure 2 — Conceptual Hydraulic Profile of the Red River Valley Water Supply Project

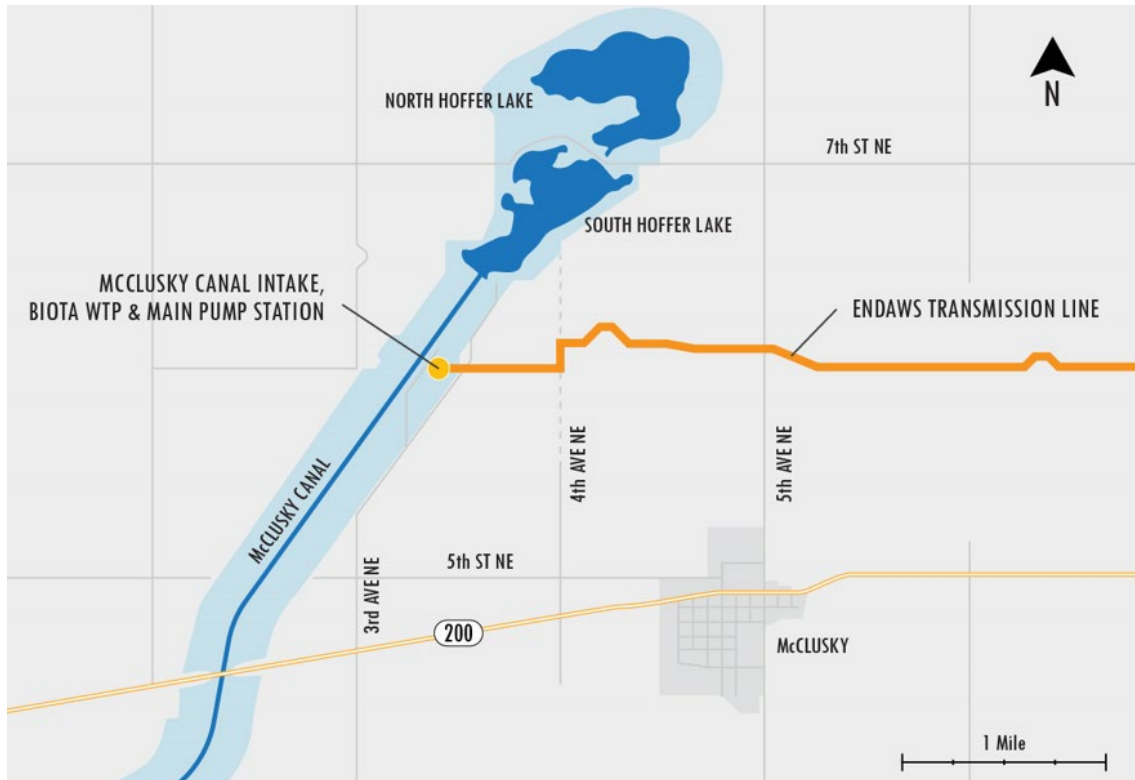


Figure 3 — Relationship of the BWTP Site to McClusky, ND



Figure 4 — BWTP Site, BWTP Building Footprint and Access Roads

Summary of the Work Included This Project

Table 1 summarizes the facilities to be built as part of the CMAR's responsibilities and the anticipated time for construction. The facilities included in this Project are at a preliminary level of design completion. However, early preparatory site work is under construction including mass site grading work for the BWTP site, the access roads to the BTWP (shown on Figure 4), and an approximately 44-foot wide by 85-foot-deep wet well under the BWTP. These features will be turned over to the CMAR upon construction completion in later 2027. The final design of the

McClusky Canal Intake, the connecting tunnel between the intake and the wet well of the BWTP, and the finish lining of the wet well will be at 90% design when CMAR contractor is selected. It is expected that the construction of these project elements will be assigned to the CMAR and included in the 60% GMP developed by the CMAR.

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

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

2.2 Project Scope

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

2.3 Project Budget and Funding

The Project construction cost is estimated to be \$300 million, which is above the proposed budget limit of \$250 million. The Funding is being provided by a combination of local, state, and federal funding. State funding is provided on a biennium basis as the North Dakota Legislature authorizes money for the project. Between local, state, and federal funding, there is expected to

be approximately \$265 million in available funding per biennium for the next three biennium for the construction of the RRVWSP.

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

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

2.4 Project Permits and Approvals

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

2.5 Project Schedule

Table 2 illustrates the currently anticipated overall Project schedule.

Table 2 – Project Schedule

CRITICAL TASK	APPROXIMATE DATE
RFP Released for CMAR	October 1, 2026
Mandatory Pre-Proposal Meeting	October 22, 2026
CMAR Proposals Due	November 5, 2026
Notification of Short-Listing	December 4, 2026
CMAR Interviews	January 11-15, 2027
CMAR Selection/Owner Approval	January 22, 2027
Notice of Award – Phase I	January 29, 2027
Owner – Phase I Preconstruction Services Contract Negotiations/Award of Contracts	February to March 2027
Notice to Proceed	April 1, 2027

CRITICAL TASK	APPROXIMATE DATE
Phase I Kickoff/Chartering Meeting	April 15, 2027
CMAR Review of PDR and submittal of Baseline Cost and Schedule	June 15, 2027 (60 days after Kickoff/Chartering Meeting)
Value Engineering Workshop	July 15, 2027 (90 days after Kickoff/Chartering Meeting)
Owner Concurrence with CMAR Recommendations for Construction Schedule, Bid Packages, and Procurement of Long Lead Time Equipment	August 13, 2027 (120 days after Kickoff/Chartering Meeting)
60% Design Submittal by the Design Engineer	November 1, 2027
60% Design Review, Cost Estimate, Constructability Review and Schedule Update	December 1, 2027 (30 days after 60% Design Submittal)
60% GMP Amendment Bidding and Submittal Due	January 14, 2028 (75 days after 60% design submittal)
Award of 60% GMP Amendment CMAR Construction Contract	March 1, 2028
Start of Early Out Construction and Procurement of Long Lead Time Equipment	March to June, 2028
90% Design Submittal by Design Engineer	June 1, 2028
90% GMP Amendment if required based on 90% Design Submittal	July 7, 2028
Substantial Completion	October 2032
Commissioning/Final Completion	October 2033

3 CMAR Services

3.1 General

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

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

3.2 Roles and Responsibilities

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

Table 3 – Delineation of OWNER and CMAR Responsibilities

ROLE	OWNER	CMAR
Project Management	<ul style="list-style-type: none"> • Make day-to-day decisions • Approve design and construction plans • Manage contracts with Owner, Design Engineer, and CMAR • Provide Project funding • Approve scope changes 	<ul style="list-style-type: none"> • Provide single point of contact with the Owner's Project Manager for construction-related items • Develop and implement Project management and quality management plans • Management budgets and invoicing to the Owner • Perform risk management and mitigation activities • Establish and maintain change order management plan • Develop and implement Project health and safety practices • Facilitate resolution of Project issues and challenges

ROLE	OWNER	CMAR
Preconstruction Services (Phase I)	<ul style="list-style-type: none"> • Manage interface between design and construction teams • Review Phase I deliverables and submissions • Furnish existing studies and data including record drawings, preliminary studies, etc. • Provide access to site/easements • Obtain government approvals and permits for which the Owner is responsible • Review Phase II Construction Price Proposals; negotiate Phase II Construction Price Amendments in good faith 	<ul style="list-style-type: none"> • Review Designer's Preliminary Cost Estimate and provide an independent cost estimate based on the preliminary design and update the cost estimate at the 60% and 90% designs • Conduct a value engineering exercise to identify potential cost saving ideas. • Prepare and maintain a Project schedule based on the preliminary design and update the project schedule during the 60% and 90% design. • Develop and maintain a risk register. • Provide constructability input during Phase I • Prepare equipment and subcontract procurement plan • Develop Phase II Construction Price Proposals, negotiate Phase II Construction Price Amendments in good faith • Provide additional Owner-requested, Project-specific services necessary for Project success.
Construction Services (Phase II)	<ul style="list-style-type: none"> • Participate in construction Project meetings • Monitor construction activities • Coordination of engineering services during construction • Ensure timely responses to construction submittals and RFI responses (e.g., submittals, requests for information, notices, etc.) as defined in the contract 	<ul style="list-style-type: none"> • Deliver constructed Work • Manage self-performing and subcontracted Work • Manage craft labor • Manage submittal and Request for Information (RFI) processes • Maintain site safety and security • Coordination with Design Engineer • Obtain government approvals and permits for which the CMAR is responsible • Provide warranty coverage for constructed Work
Commissioning and Startup (Phase II)	<ul style="list-style-type: none"> • Participate in the early development of the facility commissioning plan with responsibilities clearly delineated • Manage Design Engineer's preparation of facility O&M manual • Engage meaningfully in commissioning, startup, and training activities and prepare for hand-off from CMAR 	<ul style="list-style-type: none"> • Work cooperatively with Owner and Design Engineer for startup and commissioning. • Work primarily on functional testing of facility equipment • Provide timely and complete submission of manufacturer's equipment O&M materials • Provide an overall Facility O&M Manual

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

4 Procurement Process

4.1 Acknowledgment of RFP and Proposer Representative

Complete digital RFP Documents are available for download at www.questcdn.com. You may download the digital documents for \$10 by inputting Quest Project No. 10393536 on the website's project search page. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free registration, downloading, and working with this digital project information.

4.2 Communications and Owner Contact

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

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

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

4.3 Procurement Schedule

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

4.4 Mandatory Pre-Proposal Meeting and Site Tour

A mandatory pre-proposal meeting will be held at 10:00 am on October 22, 2026, at the Owner's headquarters in Carrington, North Dakota (address listed in Section 5.1) and will be followed by a site tour of the BWTP site, which is approximately one hour away. Attendees will have the opportunity to tour the Project site to familiarize themselves with site conditions and constraints. Proposers shall advise the Owner contact by October 15, 2026, of the names of individuals who will attend the pre-proposal meeting and site tour. An address and additional details regarding the pre-proposal meeting will be provided to those attending.

4.5 Proposals

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

4.6 Modifications to Proposals

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

5 Proposal Submission Requirements

5.1 Submittal Place and Deadline

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

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

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

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

5.2 Submission Format

The Proposal shall be formatted as follows:

Page limit: The Proposal must not exceed 35 total pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. The Proposal may include up to four 11 × 17 trifold format pages.

Electronic version: The submitted PDF must contain bookmarks for each section listed in Section 5.3.

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

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

5.3 Submission Content

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

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

Transmittal Letter

Part 1—Executive Summary (3-pages)

Part 2—CMAR Profile and Key Firms (5 pages)

Part 3—Project Team Structure and Key Personnel (5 pages)

Part 4—Relevant Project Experience (5 pages)

Part 5—Project Approach (15 pages)

Part 6—Phase I Fee and Rate Proposal and Phase II Contract Mark-up (2 pages)

Appendix A—Not Used

Appendix B—Supporting Financial, Safety, and Company Documentation

Appendix C—Resumes

Appendix D—Pricing Information and Forms

Appendix E—Bonding and Insurance Letters

Appendix F—Current and Recent Litigation and Legal Matters

5.3.1 Transmittal Letter

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

5.3.2 Part 1—Executive Summary

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

5.3.3 Part 2—CMAR Profile and Key Firms

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

CMAR Profile

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

General Information. Provide general information about the CMAR, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and nonprofessional), years in business, and evidence of required licenses. Provide North Dakota contractors licenses (or a copy of their license application) in Appendix B (Supporting Financial and Company Documentation) of the Proposal.

CMAR Legal Structure. Identify whether the CMAR is organized as a corporation, general partnership, joint venture, limited partnership, or other form of legal entity. Describe how the CMAR has used this structure, or a similar structure, to deliver similar projects. As applicable, provide information on owners of the CMAR who hold an interest of 10% or more in Proposal Appendix B (Supporting Financial and Company Documentation).

Project Administrative Office Location. The onsite construction office will be at the BWTP site in McClusky, ND. Identify office location(s) where the CMAR intends to primarily administer and support the Project.

Safety. Provide a summary description of the CMAR's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. The following safety records must be provided for the CMAR for the past three years in Appendix B:

- **The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.** (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier, or X-mod.) Where this value is greater than the industry average of 1.0, Proposer may provide mitigating information to explain the reasons for the EMR rating in Appendix B (Supporting Financial and Company Documentation).

- **The days-away-from-work injury incidence rate.** A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

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

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

Payment and Performance Bonds. Provide a letter issued by the CMAR's surety company and include in Appendix E (Bonding and Insurance Letters) to verify total bonding capacity and the availability of a bond of at least at least \$350 million for Phase II GMP Amendment. The surety must be authorized by law to do business in the State of North Dakota and must have an A.M. Best Company Financial Strength Rating (FSR) of A+ or better. The surety company must be listed in the U.S. Department of Treasury's Circular 570.

Insurance. Provide a Certificate of Insurance from the CMAR's insurance company and include in Appendix E (Bonding and Insurance Letters) stating its ability to acquire and provide the minimum limits for the required insurance provided in Attachment C (Draft CMAR Contracts and General Conditions). The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of A+ or better and are duly licensed or authorized in the State of North Dakota.

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

Material adverse changes in financial position. Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint

ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business that has occurred within the past seven years.

Legal Proceedings and Judgments. List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the CMAR's general counsel or an officer of the company.

Completion of Contracts. Has the CMAR failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 10 years? If so, describe the circumstances.

Violation of laws. Has the CMAR been convicted of or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages within the past 10 years? If so, describe the circumstances.

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

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

Key Firms

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

5.3.4 Part 3—Project Team Structure and Key Personnel

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

Project Team Structure

Describe the scope of the CMAR's responsibilities and each Key Firm's services and responsibilities.

Include organizational chart(s) showing reporting relationships and responsibilities of the CMAR and Key Firms during Phase I and Phase II.

Key Personnel Experience and Qualifications

Include organizational chart(s) identifying all Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with their firm affiliations) during Phase I and Phase II, respectively. Minimum Key Personnel include:

- Principal-in-Charge
- Project Manager
- Preconstruction Manager
- Project Superintendent
- Lead Estimator
- Proposers may identify additional Key Personnel they deem to be critical to Project success.

Describe Key Personnel individual qualifications and experience and how it aligns with their proposed role. **Specifically discuss Project Manager's experience leading similar teams and examples where the Project Manager has formed successful, collaborative relationships on CMAR projects that have reduced the overall project costs.** Describe the Construction Manager's experience managing similar projects. Include an estimate of existing commitments (expressed as a percent of full time) the individual has to other projects.

Provide resumes for all Key Personnel in Appendix C (Resumes). Resumes must be limited to two pages per individual and include:

- Academic and professional qualifications
- Professional registration(s) (as applicable)
- Tenure with organization and industry
- Experience as it relates to the Project and to the individual's specified role on the Project

Describe how the Project Manager will ensure ongoing integration of CMAR personnel with Owner and Design Engineer through Phase I and Phase II. Describe how the team will interact with each other, the Owner, and Design Engineer.

Describe how the Project Team’s qualifications and experience are of unique benefit to the Project in light of the Proposer’s Project approach described in Part 5.

5.3.5 Part 4—Relevant Project Experience

Describe the performance history and experience of the Project Team on similar projects, including a description of past working relationships.

The Proposer shall submit a minimum of up to five reference project descriptions to demonstrate relevant experience with projects of similar scope and scale for municipal clients in the United States. The reference projects shall include the following:

- Five either water treatment plants or wastewater treatment plants completed in the last 20 years of at least \$100 million or more.
- At least one of these five projects shall be a water treatment plant
- At least two of these projects shall be a CMAR project.
- Each project shall include the involvement of at least one of the project team’s Key Personnel as defined in Section 5.3.4.

Each project description shall contain at least the following information:

- Project name and location
- Name of owner
- Owner reference and contact information
- Delivery model
- Role of CMAR and/or Key Firm(s)
- Initial and final contract value and reason for change
- Percentage of work self-performed
- Scheduled and actual completion dates
- Description of the project showing relevance to this project
- Names of Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each
- How collaboration with the Owner was achieved in the project.

Provide a one-page summary table to cross-reference the Project Team (CMAR, Key Firms, and Key Personnel) with participation in the reference projects.

5.3.6 Part 5—Project Approach

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

Collaboration/Communication. Discuss how a collaborative relationship with the Owner and Design Engineer would be established during Phase I and Phase II development, scheduling, cost estimating, and risk management. As part of collaboration, discuss how the design and construction processes will interface (including how constructability issues, construction packaging, value engineering, and risk issues will be addressed). Note that the Owner has an existing Project Management Information System (PMIS) that will continue to be used for the duration of construction.

Critical Work Elements. Identify the work components critical to the Project's success and how these components would be achieved.

Open Book Pricing. Describe the proposer's ability to give open-book pricing information for a thorough examination of costs and assessment of the prices derived from a cost model for the total estimated cost of the Project. Describe how the proposer's approach to pricing will be used to clearly identify work items, material and labor costs, assessment of risks and associated costs, and other assumptions for calculating an estimated total cost. Describe how the proposed Open Book Pricing process and subcontractor selection process will be in conformance with North Dakota State Statutes 48-01.2.22

Self-Performed Work. Identify scope of work that CMAR intends to self-perform and the benefit for the Project by the CMAR self-performing the work. Explain how cost for self-performed work will be developed and communicated to the Owner in a transparent manner.

- **Subcontractor Performed Work.** Identify scope of work that CMAR intends to subcontract and the benefit for the Project by subcontracting for the work. Describe the proposed selection process for subcontractors and how the process conforms with North Dakota Century Code 48-01.2-22.

Cost Estimating. As described in Appendix B, the CMAR's costing model will be used during the Preconstruction Phase to support the team for considering design alternatives, reducing risks, and providing innovative approaches to completing the project, while maintaining the overall quality of the project and staying within budget and on schedule. The approach to pricing should include discussion of any unique business advantage or construction methods that will reduce project costs. Discuss the CMAR's preferred choice for cost-estimating software. As the design progresses, the CMAR will assist the Design Engineer by updating cost information to develop a GMP Amendment at the 60% design completion milestone to support partial early works and early equipment and materials acquisition. Each proposer shall describe the estimating process

the CMAR will use to communicate the cost of each bid item, innovate cost saving comparisons, and the cost of any risk. Clearly indicate how the CMAR proposes to communicate assumptions, risk, and innovation to the Design Engineer and the Owner.

Schedule. Discuss the project schedule and identify your specific approach to meeting the schedule. CMARs will be required to use Primavera P6 scheduling software.

Developing the 60% GMP. Describe the process for developing the 60% GMP Amendment (including the approach to establishing the CMAR's construction contingency). Discuss how CMAR will adhere to the 60% GMP. Provide recommendations for early-out site and facility construction and long lead time equipment and material procurement.

90% GMP Amendment. Describe how the 90% GMP amendment would be developed to address the additional level of design detail available to the CMAR at 90% design completion.

Risk Management. Identify and discuss key project risk factors and the approach for mitigation and provide an example of the risk register

Safety. Provide a narrative on the approach to project safety.

Quality. Provide a narrative on the approach to delivering a quality project.

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

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

5.3.8 Appendix A—Not Used

5.3.9 Appendix B—Supporting Financial and Company Documentation

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

5.3.10 Appendix C—Resumes

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

5.3.11 Appendix D—Pricing Information Forms

The Proposer must complete RFP Attachment E (Pricing Information Form)—with all required pricing information. The scope of CMAR services for which pricing is required is defined in RFP Attachment B (Scope of CMAR Services) and RFP Attachment C (Draft CMAR Contracts

and General Conditions). The Phase I cost information provided in the Pricing Information Form shall be based upon an assumed Project cost and schedule as defined in Section 2 of this RFP.

In scoring the pricing information, Owner will consider the Phase I not-to-exceed price and the Phase II CMAR Fee. The CMAR Fee provided within the RFP Attachment E (Pricing Information Form) shall be fixed and used for the 60% GMP and the 90% GMP Amendment.

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

6 Proposal Evaluation and Selection

6.1 General

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

6.2 Responsiveness

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

6.3 Minimum Requirements (Pass/Fail)

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

Financial condition of CMAR

Ability of the CMAR to demonstrate it has bonding capacity in the amount of \$350 Million

Ability of the CMAR to demonstrate it can provide the required insurance coverage

Legal proceedings and judgments

Completion of contracts

Debarment status

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

6.4 Interviews

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

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

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

6.5 Evaluation Criteria

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

Transmittal Letter	Not Scored
Part 1—Executive Summary	Not Scored
Part 2—CMAR Profile and Key Firms	10%
<ul style="list-style-type: none"> • Scored Criteria • CMAR Profile <ul style="list-style-type: none"> • General information • CMAR legal structure • Safety • Key Firms <ul style="list-style-type: none"> • General information • Safety • Pass/Fail Criteria—Appendix B—Supporting Financial and Company Documentation • Financial condition • Performance and payment bonds • Insurance • Legal proceedings and judgments (Appendix F) • Completion of contracts • Debarment • Licenses 	Pass/Fail
Part 3—Project Team Structure and Key Personnel	20%
<ul style="list-style-type: none"> • Project Team structure • Key Personnel experience and qualifications 	
Part 4—Relevant Project Experience	15%
<ul style="list-style-type: none"> • Performance history and experience • Relevant project experience 	

Part 5—Project Approach

15%

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

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

The interview will be scored as shown below.

POINTS	TOPICS EXPECTED TO BE DISCUSSED IN THE INTERVIEW
15	Explanation of existing conditions and grasp of key Project information
20	Identification of issues or problems that will need to be addressed
35	Approach to planning, design, and construction with an emphasis on how collaboration will be achieved, success of using open book contracting, and innovative Ideas
10	Experience and capabilities for performing CMAR design and construction phase services
10	Define why their firm should be engaged
10	Overall quality of presentation and interview
100	TOTAL POINTS

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

6.6 Selection

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

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

Owner-CMAR agreement for Construction Phase services

Owner-CMAR agreement for Preconstruction Phase services

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

6.7 Selection Committee

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

7 Conditions for Proposers

7.1 Owner Rights and Authority

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

7.2 Ineligible Firms and Individuals

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

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

7.3 Proprietary Information

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

7.4 Rights of the Owner

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

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

Modify the procurement schedule.

Waive immaterial deficiencies, informalities, and irregularities in a Proposal and accept and review a nonconforming Proposal.

Suspend and terminate the procurement process or terminate evaluations of Proposals received.

Permit corrections to data submitted with any Proposal.

Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.

Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.

Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.

Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to the Owner.

Conduct an independent investigation of any information, including experience, included in a Proposal by contacting Project references, accessing public information, contacting independent parties, or any other means.

Request additional information from a Proposer during the evaluation of its Proposal.

Change selection committee members prior to the Proposal evaluation process per member schedule/availability.

7.5 Obligation to Keep Project Team Intact

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

7.6 Addenda

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

Attachment A—Definition of Terms

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

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

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

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

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

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

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

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

Owner— Garrison Diversion Conservancy District.

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

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

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

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

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

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

Attachment B—Scope of CMAR Services

Phase I Service

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

Task 1—Project Management

CMAR will:

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

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

Task 2 - Design Support/Value Engineering

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

1. Review BWTP Preliminary Design Report and associated drawings within 60 days of the onboarding/chartering meeting. A 3-D Revit Model showing the Preliminary Design will be provided to the CMAR at the start of the Project. Provide the following as part of the review:
 - a. A Baseline Cost Estimate based on the Baseline Cost Estimate format provided in Task 1 broken by Division 50 specification format.
 - b. A Baseline Schedule based on the Schedule format provided in Task 1.

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

With the VE Workshop, develop and maintain a Design Evolution Log and Cost and Schedule Trend Log. These logs may be separate or combined with other decision logs/design evolution logs based on the needs of the Project Team. These logs will track all potential cost- and schedule-saving proposals, value engineering concepts, risk mitigation concepts, changes ultimately approved by the Owner, and all major changes from the Baseline Cost Model and Baseline Schedule that arise as part of the design evolution process. For each item, CMAR shall identify options for resolving the change and estimate the cost and schedule impact associated with adopting the change in a timely fashion to support evaluation of each by Owner and Design Engineer. The log will allow for consistent tracking of deviation from Project baseline cost and schedule. Items will be reviewed with the Owner and Design Engineer on a monthly basis during design. Promptly advise the Owner and Design Engineer through the Cost and Schedule Trend Log when the Cost Model is trending above Owner's available funding limit.

The desired VE outcome is to:

- a. Reduce the project cost and refine the project scope and so that cost and schedule saving recommendations from the VE can be incorporated into the 60% design drawings being developed by the Design Engineer.

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

Task 3—Cost Model and Risk Register Development

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

- 1. Within 60 days after receipt of the design documents, develop and submit a Baseline Project Cost Model based on the preliminary design documents. The Baseline Project Cost Model shall identify all Project tasks and develop a preliminary work breakdown structure (WBS) needed to complete the Project and estimate the costs, duration, and sequence of tasks to the Project Team.
- 2. After submission of the Baseline Project Cost Model, review with Owner and Design Engineer to present CMAR's observations and recommendations. The Baseline Project Cost Module will be reviewed in the same meeting as Preliminary Design Report review.
- 3. Develop and submit an updated Project Cost Model at the VE Workshop, 60% and 90% design milestones for formal evaluation and review by Owner and the Design Engineer. The Project Cost Model at the 60% design milestone shall include:
 - a. Site Logistics Plan
 - b. Construction Emergency Response Plan and Site Safety Plan
 - c. Quality Management Plan that ensures conformance to the contract documents; Develop a QC program to ensure continuing attention to the production and

- installation of Work in accordance with current engineering and construction practices and quality standards for similar materials and components
- d. Environmental Management Plan detailing programs for a stormwater pollution prevention plan and handling other environmental issues (dust, on-site chemicals and fuel, etc.) if required to comply with permits and regulations applicable to the Project
 4. In conjunction with the Owner's initial Risk Register, develop and maintain a Project Risk Register during Phase I. Lead discussions with Owner and Design Engineer to update risks, mitigation activities, and potential cost and schedule impacts. The Risk Register shall be used to inform and develop appropriate and Project-specific contingency values throughout Phase I development. An updated Risk Register will be presented and discussed at the same meetings as the Preliminary Design Report Review, VE Workshop, 60% Design Review, and 90% Design Review.
 5. After each formal Project Cost Model submission, work with the Owner to review and reconcile comments and identify and update Project risk allocations and usage.

Task 4—Schedule Development

CMAR will:

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

Task 5—Procurement Plan Development

CMAR will:

1. Within 60 days of the project kickoff/charting meeting and concurrent with the VE workshop, submit Draft Procurement Plan, addressing the following:
 - a. Describe approach for packaging the Work and identify Work that the CMAR intends to self-perform. Identify and recommend which Work, if any, should be procured through value-based competitive selections in conformance with North Dakota law.

- b. Describe approach to engage and encourage participation from local firms.
 - c. Describe the criteria (qualifications and price) that will be used to analyze competitive bids for each element of the Work.
 - d. All procurement procedures shall be in compliance with Owner procurement rules as defined in the contract and North Dakota law.
2. Update with each design deliverable.
 3. Develop bid packages that align with the proposed sequence of construction. Present a detailed approach for how the CMAR will develop pricing for self-performed work to demonstrate that competitive and reasonable pricing has been developed for self-performed work.
 4. Actively "premarket" the Project with local trade subcontractors, equipment vendors, and material suppliers to increase awareness and interest in submitting competitive bids and quotes. Execute prequalification activities where appropriate.

Task 6—Phase II Construction Price Proposal Development

1. Within 75 days of the 60% design submittal by the Design Engineer, prepare a detailed Phase II Construction Price Proposal, meeting the requirements described of the CMAR Contract, with an open-book line-item cost breakdown on subcontracted and self-performed Work, contingency (with its basis), and any clarifications, assumptions, or qualifiers based on the design milestones.
2. Lead collaborative review of Phase II Construction Price Proposal. Assume two in person workshops with Owner to review details of Proposal, including, but not limited to, results of procurement activities, differences from previous Cost Models, work approaches that serve as the basis for production rates and activity durations, basis for proposed contingency, etc. Assume participation by CMAR major subcontractors (if part of the CMAR team) as appropriate.
3. After submission of the Proposal, CMAR and Owner shall meet to discuss and review the Proposal, negotiate in good faith, and attempt to reach agreement on the terms of the Proposal.

Phase II Services

Phase II construction services will include the following:

Task 1—Project Management

1. Provide all Key Personnel identified in the RFP and other personnel necessary to fully meet the CMAR Firm's obligations for construction services.

2. In conformance with the CMAR Contract, obtain the necessary bonds and insurance.
3. Within 30 days after the Phase II Notice to Proceed, update the Construction Management Plan and implement the Safety, Quality, and Subcontractor Management Plans.
4. Convene and facilitate a Phase II kick-off meeting.
5. Coordinate with various local and state agencies, as necessary.
6. Implement procedures for the tracking, review, and approval of submittals, shop drawings, pay requests, etc.
7. Manage shop drawing preparation for permanent equipment and materials to be incorporated into the Project.
8. Develop and discuss approach to managing and tracking contingency and allowance usage on the Project. This includes regular updates on levels of contingency and allowances remaining as well as the process and approvals required for using contingency or allowances.
9. Discuss and document approval process and who has the authority to approve and make decisions for the Owner, the Design Engineer, and the CMAR.

Task 2—Construction

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

8. Conduct monthly progress meetings to be attended by the Owner, Design Engineer, and on-site subcontract trade foremen and/or superintendents.
9. Procure material and equipment to support construction activities of the CMAR and their trade subcontractors.
10. Coordinate and manage all construction including all required facilities, appurtenances, site improvements, and other associated Work in accordance with the contract documents within the GMP and the specified contract time.
11. Coordinate regular inspections of the Work between the CMAR QMP and the Owner's inspectors of all construction Work performed by the CMAR and their subcontractors to ensure conformance with the contract documents and Quality Management Plan.
12. Prepare and submit timely monthly progress report with current cost and schedule information.
13. Maintain current copies of Project as-built drawings at the Project site, including all subcontracted Work and, when requested, submit drawing updates to the Owner in the.

Attachment C—Draft CMAR Contracts and General Conditions

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

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

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

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

- U.S. Bureau of Reclamation Supplemental Provisions

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BUREAU OF RECLAMATION SUPPLEMENTAL PROVISIONS

1.0 - REQUIREMENTS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

2.0 - ANTI-KICKBACK

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

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

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

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

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

5.0 - BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying

with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6.0 - DEBARMENT AND SUSPENSION

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

7.0 - RECORDS

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

8.0 - PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

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

(b) Definitions:

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

intentionally at the time of death or later with or near individual human remains.

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

(c) Project Requirements:

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

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

9.0 - ENDANGERED SPECIES

The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, and the Contractor will immediately report this evidence to the Engineer and the designated representative of the Bureau of Reclamation. Construction shall be

temporarily halted pending the notification process and further directions issued by the Bureau of Reclamation after consultation with the U.S. Fish and Wildlife Service.

10.0 - FUNDS AVAILABLE FOR PROJECT CONSTRUCTION EARNINGS

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

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

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

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

(c) Should it become apparent to the Contractor that existing fund reservations will be exhausted within the next 60 days, the Contractor shall at that time give written notice to the Owner. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of the remaining funds identified in paragraph 11(a). If additional funds can be made available, the Owner may issue an additional fund reservation. It is expressly understood, however, that the Owner has no obligation to provide funds in addition to those currently reserved in writing. The Contractor is also cautioned that the prosecution of the work at a rate that will exhaust funds reserved before the end of the fiscal year will be at the Contractor's own risk.

If the Contractor so elects the Contractor may continue work under the conditions and restriction of this contract after funds have been exhausted, so long as there are funds for inspection and administration, concerning which the Contractor will be notified in writing. No payment will be made for any work done after funds have been exhausted unless and until sufficient additional funds have been provided by Congress. If and/or when funds again become available, the Contractor will be notified in writing as to the amount reserved for payments under this contract.

However, if the Contractor so elects, the work may be suspended when the available funds have been exhausted. If funds for federal fiscal year 201_ are being made available for interim periods prior to the enactment of a final funding bill through a continuing resolution, the Contractor will be so advised in writing, and will be further advised in writing as to the amount available (if any) to fund continued work on this contract, as determined by the Owner in its sole and exclusive discretion.

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

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

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

(g) If the amount appropriated and allocated to this project, both by the Bureau of Reclamation and the Owner, for federal fiscal year 201_ is less than the amount needed to complete the project, the Owner will take one of two possible courses of action. Either the scope of the contract shall be scaled back such that the remaining work activities identified can be completed within the funds made available for fiscal year 201_, or the contract completion date will be extended. Either action will be accomplished through the change order process to allow for appropriate consideration of contract price adjustments.

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

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

10.0 - FUNDS AVAILABLE FOR PROJECT CONSTRUCTION EARNINGS

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

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

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

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

(c) If the rate of progress of the work is such that the Owner finds that the balance of the reservation is less than the estimated amount required to meet all payments due and to become due because of work performed prior to the beginning of the next fiscal year, the Owner may reserve additional funds for payments under this contract if there are funds available for such purpose. The Contractor will be notified in writing of such additional reservation.

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

11.0 - DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

12.0 - BUY AMERICAN

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

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

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

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

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

Waivers

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

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

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

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).

7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

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

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

Definitions

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

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

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

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

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors and other

maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

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

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

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

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

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

Attachment D—Index of Project Background Documents

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

DOCUMENT NUMBER	DOCUMENT TITLE
1	BWTP Preliminary Design Report — August 2026

Project background information will be made available to those companies confirming that they will be submitting a Proposal.

Attachment E—Pricing Information Form

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

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

Pricing Information Form

Phase I – Preconstruction Phase Services

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

Phase I Services Fee Table

TASK 1 – PROJECT MANAGEMENT			
Key Personnel – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
TASK 2 – DESIGN SUPPORT/VE			
Key Personnel – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
TASK 3 – COST MODEL AND RISK REGISTER			
Key Personnel – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)

TASK 4 – SCHEDULE DEVELOPMENT			
Key Personnel – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
TASK 5 – PROCUREMENT PLAN DEVELOPMENT			
Key Personnel – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
TASK 6 – PHASE II GMP DEVELOPMENT			
Key Personnel – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Additional Staff – add rows as needed for each person	Rate (\$)	Hours	Total (\$)
Expenses			Total (\$)
Task Total			Total (\$)
TOTAL FOR ALL PHASE 1 TASKS			TOTAL (\$)

CMAR FEE

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

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

CMAR Name: _____

Signed by (Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____



Black & Veatch Corporation

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

RRVWSP Task Order 9610A1 – 2025-27 Biennium User Outreach and Financial Modeling Support, Amendment No. 1

Effective Date – October 1, 2026

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

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XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS	5
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I. PROJECT AND TASK ORDER BACKGROUND

1. In December 2025, Red River Valley Water Supply Project Task order 9610 (RRVWSP TO 9610) was issued to provide communications and financial modeling support to committed and potential RRVWSP Users to help them complete required contract negotiations to become full project participants. The Lake Agassiz Water Authority (LAWA) provided direction and management of this Task Order with support from the Engineer and GDCCD staff. This also included the development of a Management Team with staff representatives of both entities and the Engineer.
2. The purpose of this Task Order Amendment No. 1 is to add an additional task to RRVWSP TO 9610. This additional task will provide support and coordination to LAWA and GDCCD leadership in various areas of other tasks enumerated in RRVWSP TO 9610.

II. TASK ORDER OBJECTIVES

1. The primary objective of this Task Order Amendment No. 1 is to provide support on the four tasks, which were included in the RRVWSP Task Order 9610. Task 1 of the Task Order is omitted. The tasks relevant to support provided by this amendment are as follows:

- Task 2 – Coordination with GDCD/LAWA Boards and Committees
- Task 3 – Communication/Outreach with Memorandum of Commitment (MOC) Signers
- Task 4 - Meetings with MOC Signatories in Support of the Water Delivery Contract
- Task 5 – Refined Financial Modeling

Engineer or its Consultant will assist leadership in the completion of these tasks in accordance with the scope of work as set forth in the Task Order and as provided herein and written below in Section IV Basic Services.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with supporting LAWA and the MOC signatories to sign water delivery contracts through the facilitation of meetings, regular communications, and financial modeling. Technical updates and support will be provided through other task orders, including the Operations Phase 4 Task Order (TO 1620).
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the Work Engineer will perform and do not implicitly put any additional responsibilities or duties upon Engineer. Deliverables to be provided are explicitly identified in this Task Order Amendment.
5. Explicitly Identified Quantities. Engineer, in development of this Task Order Amendment, estimated the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order Amendment scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

The Basic Services of this Task Order are modified upon execution of this Amendment No. 1, through the addition of the new Task 6 written below:

Task 6 – LAWA and Garrison Diversion Leadership Support

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

Additional Provisions:

1. Engineer and its Consultant's activities at the legislature will relate solely to the financial underpinnings of the Project.
2. Engineer and its Consultant's will not be involved in any conversations or information gathering/facilitation regarding RRVWSP governance issues.
3. Since Engineer and its Consultant's services will be strictly financial in scope, they would not have specific information regarding nor involve themselves in any discussions surrounding RRVWSP governance.
4. Any provable violation of this parameter would subject Engineer or its Consultant's to potential dismissal from this Task Order.
5. Since Engineer and its Consultant's would be representing both LAWA and Garrison Diversion's interests at the legislature, they will communicate jointly with both LAWA and Garrison

Diversion identified points of contact on all communications of substance relative to his efforts at the legislature, including strategy sessions and reporting.

6. If Engineer and its Consultant's report on meetings with legislators during video conferences, they will make all reasonable efforts to include both points of contact from Garrison Diversion and LAWA. It is expected that information facilitation between both Garrison Diversion and LAWA lobbyists will be required and all reasonable efforts will be made to do so in a jointly attended setting.
7. It is expected that these services will require support from the existing engineering team during the legislative session. Any requests for additional engineering or financial modeling support will be made with the knowledge of an identified Garrison Diversion point of contact.
8. The parties agree that these services are not eligible for cost share. The cost of these identified services will be split equally between LAWA and Garrison Diversion. The total cost for services covers the period of October 1, 2026, to May 30, 2027.

V. SPECIAL SERVICES

There are no Special Services anticipated within this Task Order Amendment.

VI. DELIVERABLES

The following deliverables will be furnished under this Task Order Amendment. 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.

Task 6 – LAWA and Garrison Diversion Leadership Support

- Handouts/presentations as requested
- Bi-monthly communication materials.
- Handouts of financial and as requested by LAWA and Users
- Updated Financial analysis and exhibits as requested by LAWA.

VII. ADDITIONAL SERVICES

No Additional Services are included in this Task Order Amendment.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

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

IX. FEE

The total fee for the Services provided under this Task Order Amendment No. 1 is Fifty-Five Thousand Dollars (\$55,000). Upon execution of this task order amendment, the revised Task Order amount becomes One Million Two Hundred Thirty-Seven Thousand Eight Hundred Eighty-One Dollars (\$1,237,881).

X. PERFORMANCE SCHEDULE

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

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008, is incorporated by reference.
2. Prime Task Order, RRVWSP TO 9610 – 2025-27 Biennium User Outreach and Financial Modeling Support is incorporated by reference.

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____



2023 to 2025 Biennium Work Plan

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

February 10, 2026

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



2023 to 2025 Biennium Work Plan

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February 10, 2026

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



2023 to 2025 Biennium Work Plan

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

February 10, 2026

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



2023 to 2025 Biennium Work Plan

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

February 10, 2026

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

Notes:

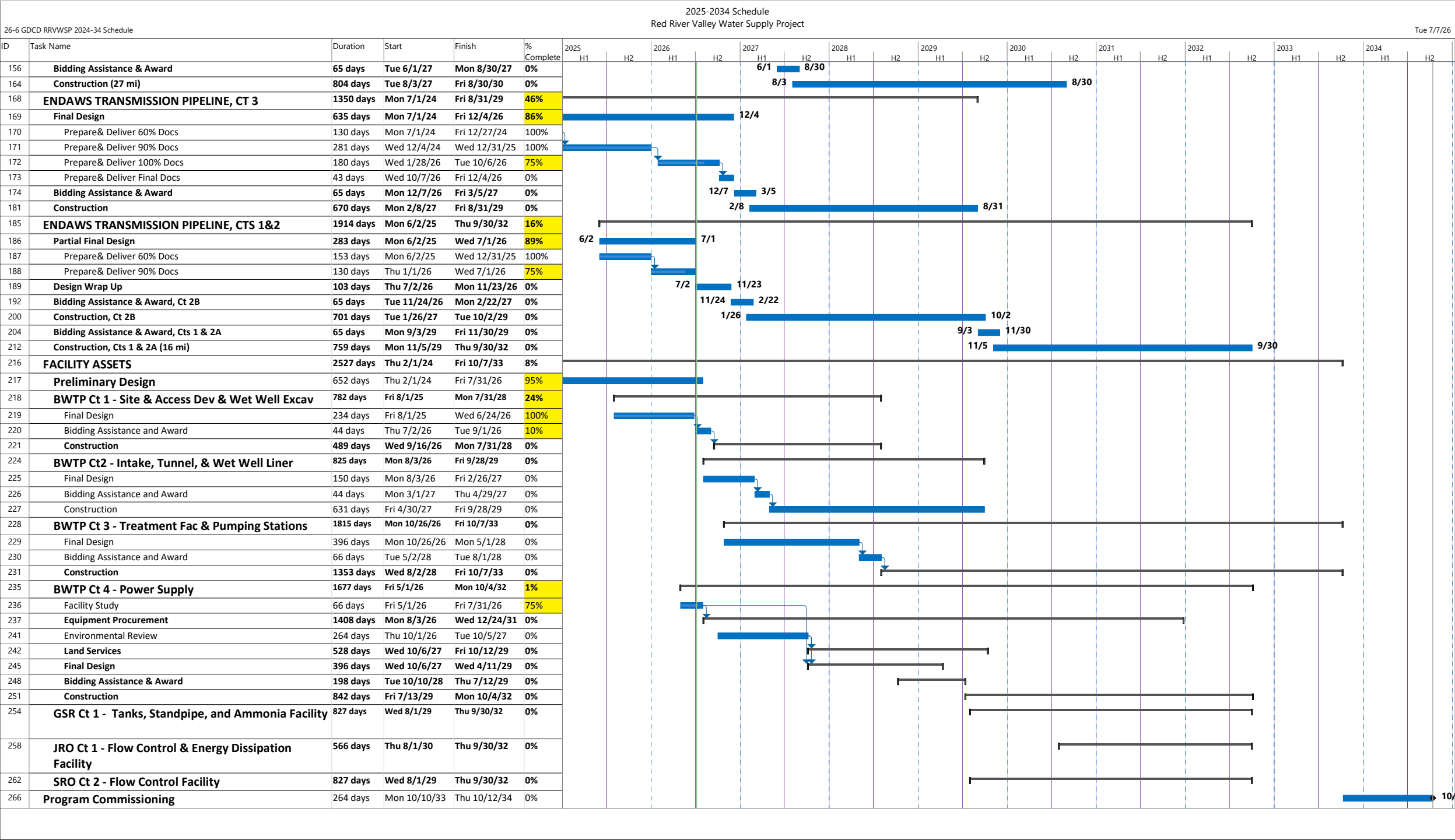
- Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
- Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
- Future capital costs are escalated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

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2025-27 Expanded Biennium Workplan																			September 28, 2026
(\$423.33M Total Funding: \$150.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))																			
No.	Scope of Work	Feature	Date Task Orders Auth	Note	Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP.	--	GD CD	RRVWSP					\$ 1.00	\$ 0.75	\$ 0.25							
	Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here.																		
	Need: Budget allocation for GD CD direct costs associated with the Red River Valley Water Supply Project.																		
2.	Property, Easements, and Crop Damage Payments⁴	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg	RRVWSP					\$ 1.82	\$ 1.37	\$ 0.46							
	Scope: Crop damage payments to landowners and easement costs.																		
	Need: Treat landowners right and live up to commitments.																		
3.	Red River Valley Transmission Pipeline Contract 6B	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	TO5662	TO5562	RRVWSP												\$ 5.86	\$ 4.39	\$ 1.46
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		Dec-25	Prof Srvs															
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Feb-26	Const, 2028 Fin													\$ 61.01	\$ 45.76	\$ 15.25
4.	Red River Valley Transmission Pipeline Contract 6C	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	TO5662	TO5563	RRVWSP												\$ 6.20	\$ 4.65	\$ 1.55
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		Dec-25	Prof Srvs															
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Feb-26	Const, 2028 Fin													\$ 64.73	\$ 48.55	\$ 16.18
5.	Red River Valley Transmission Pipeline Contract 7A	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	TO5662	TO5571	RRVWSP												\$ 5.67	\$ 4.25	\$ 1.42
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		Dec-25	Prof Srvs															
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Feb-26	Const, 2028 Fin													\$ 58.96	\$ 44.22	\$ 14.74
6.	ENDAWS BWTP Ct 3 Final Design & Procurement Services	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	TO3310	Prof Srvs	MR&I	\$ 16.02	\$ 12.01	\$ 3.00	\$ 1.00										
	Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station.		Oct-26																
	Need: Complete design so bids can be obtained for constructing the facilities.																		
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	TO2240/Aug-26	Prof Srvs	RRVWSP					\$ 0.10	\$ 0.08	\$ 0.03							
	Scope: Washburn BRIC grant assistance. Final design, construction, and construction phase services for pumping station and transmission pl for Washburn.		1Q27	Prof Srvs	RRVWSP					\$ 0.30	\$ 0.23	\$ 0.08							
	Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.																		
8.	ENDAWS BWTP Ct 1 Site Dev & Wet Well Excavation	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	TO2650/2550	Prof Srvs	MR&I								\$ 2.13	\$ 1.60	\$ 0.40	\$ 0.13			
	Scope: Construction and construction phase services for initial project at greenfield stie.		Aug-26																
	Need: Prepare site and ready it for future construction of the biota water treatment plant.		Oct-26										\$ 20.36	\$ 15.27	\$ 3.82	\$ 1.27			

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No.	Scope of Work	Feature	Date Task Orders Auth	Note	Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
9.	ENDAWS BWTP Ct 2 Intake, Tunnel, & Shaft Liner	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	TO2360/2660	Prof Srvs	MR&I	\$ 1.02	\$ 0.77	\$ 0.19	\$ 0.06										
	Scope: Final design services and bidding assistance for second construction project at the facilities site.		2Q27	Const	MR&I								\$ 19.00	\$ 14.25	\$ 3.56	\$ 1.19			
	Need: Complete specialty work ahead of the main biota water treatment plant construction.		4Q26	Prof Srvs	MR&I								\$ 1.90	\$ 1.43	\$ 0.36	\$ 0.12			
10.	ENDAWS BWTP Ct 4 Power Supply	Electrical system planning, envirotmental studies, land acquisition tasks to support a new power supply to the biota water treatment plant and associated pumping stations.	TO3240/Aug-26	Prof Srvs	OBBBA	\$ 0.70	\$ 0.52	\$ 0.13	\$ 0.04										
	Scope: Planning, design, and equipment procurements for power supply to the site adjacent to the McClusky Canal.		Mar-27	WAPA	OBBBA								\$ 2.00	\$ 1.50	\$ 0.38	\$ 0.13			
	Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs the large treatment facility.		Dec-26	Central Power	OBBBA								\$ 1.80	\$ 1.35	\$ 0.34	\$ 0.11			
11.	PMIS Annual Licenses & Continued Maint/Upgrades	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	TO 1630																
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.		Sep-25	Prof Srvs	RRVWSP					\$ 0.69	\$ 0.52	\$ 0.17							
	Need: Create greater efficiency and documentation for significant amount of construction related documents.																		
12.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	TO 1610																
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.		Apr-26	Prof Srvs	RRVWSP					\$ 0.89	\$ 0.66	\$ 0.22							
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.																		
13.	Project Participation Agreement Support	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	TO 9610																
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.		Apr-26	Prof Srvs	RRVWSP					\$ 1.18	\$ 0.89	\$ 0.30							
	Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.																		
14.	Operational Planning Phase 4	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	TO 1620	Prof Srvs	RRVWSP	\$ 0.17	\$ 0.12	\$ 0.04											
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.		Apr-26	Prof Srvs	RRVWSP	\$ 1.33	\$ 1.00	\$ 0.33											
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.																		
15.	Financial Planning Support (combined with Item 13)	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.																	
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.		Apr-26	Prof Srvs						\$ -	\$ -	\$ -							
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.																		

																				
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						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%	
16.	ENDAWS Transmission Pipeline Contract 3 Scope: Pipeline installation, including construction phase engineering services by Engineer.	10.7+/- mi of 72” pipe. Pipeline extends east from Contract 2B to a termination point 4 miles east of Hurdsfield.	TO5535/5635 4Q26	Const	OBBBA								\$ 70.00	\$ 52.50	\$ 13.13	\$ 4.38				
	Need: Continue progress of transmission pipeline installation for completion of program by the target end date.		4Q26	Prof Srvs	OBBBA								\$ 7.00	\$ 5.25	\$ 1.31	\$ 0.44				
17.	ENDAWS Transmission Pipeline Contract 2B Scope: Pipeline installation, including construction phase engineering services by Engineer.	5+/- mi of 72” pipe and 96” tunnel(s). Pipeline extends east from Contract 2A to a termination point east of the Sheridan/Wells County line (24th Ave SE).	TO5526/5626 4Q26	Const	OBBBA								\$ 39.40	\$ 29.55	\$ 7.39	\$ 2.46				
	Need: Continue progress of transmission pipeline installation for completion of program by the target end date.		4Q26	Prof Srvs	OBBBA								\$ 3.90	\$ 2.93	\$ 0.73	\$ 0.24				
18.	ENDAWS BWTP Ct 3 CMAR Part I Scope: Part I planning, scheduling, constructability reviews, cost estimating services, value engineering services prior to negotiation of a guaranteed maximum price by the Construction Manager at-Risk.	Plan for building a 165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements. Chloramines for residual disinfectant in pipeline.	1Q27	Const	MR&I								\$ 1.00	\$ 0.75	\$ 0.19	\$ 0.06				
	Need: Alternative delivery of construction using CMAR.																			
19.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.			State/Local			\$ 0.17	\$ 0.06	\$ 0.79	\$ 0.28	\$ 0.51			\$ 4.62	\$ 1.12	\$ 10.12	\$ 7.59	\$ 2.53	
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.				MR&I	\$ 0.86	\$ 0.64						\$ 9.03	\$ 3.29						
	Need: Address and pay for changes that are sure to occur.				OBBBA	\$ 0.03	\$ 0.03						\$ 6.92	\$ 6.92						
TOTAL PROGRAM BUDGET						\$ 18.62	\$ 13.97	\$ 3.49	\$ 1.16	\$ 8.26	\$ 5.89	\$ 2.37	\$ 184.45	\$ 136.58	\$ 36.21	\$ 11.65	\$ 212.55	\$ 159.41	\$ 53.14	
BIENNIUM PROGRAM FUNDING		Funding Agency	Spend	Budget	Delta	Cont (\$)	Cont (%)	Projects												
		Federal (MR&I)	\$ 50.00	\$ 50.00	\$ -	\$ 3.93	7.9%	\$ 46.07												
		Federal (OBBBA)	\$ 100.00	\$ 100.00	\$ -	\$ 6.95	6.9%	\$ 93.05												
		State	\$ 205.00	\$ 205.00	\$ -	\$ 12.65	6.2%	\$ 192.35												
		Local	\$ 68.33	\$ 68.33	\$ -	\$ 4.21	6.2%	\$ 64.12												
		Grand Total	\$ 423.33	\$ 423.33	\$ -	\$ 27.75	6.6%	\$ 395.58	\$ 423.33											
Notes:																				
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 <u>not</u> 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 shown in black text are pending. Items highlighted in yellow have changed from the previous version of the Workplan.																				

2025-2034 Schedule																									
Red River Valley Water Supply Project																									
26-6 GDCD RRVWSP 2024-34 Schedule																									
ID	Task Name	Duration	Start	Finish	% Complete	2025		2026		2027		2028		2029		2030		2031		2032		2033		2034	
						H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2	H1	H2
1	RED RIVER VALLEY WATER SUPPLY PROJECT	3661 days	Thu 10/1/20	Thu 10/12/34	37%																				
2	EARLY-OUT PROJECTS	497 days	Mon 10/19/20	Tue 9/13/22	100%																				
3	MRI, WET WELL & SITE DEV, CT 1	274 days	Mon 10/19/20	Thu 11/4/21	100%																				
13	TRANSMISSION PIPELINE EAST, CT 5A	447 days	Mon 12/28/20	Tue 9/13/22	100%																				
23	SHEYENNE RIVER OUTFALL, DISCH STR, CT 1	371 days	Mon 2/1/21	Mon 7/4/22	100%																				
33	MRI, SCREEN STRUCTURE & TUNNEL, CT 2	727 days	Thu 10/1/20	Fri 7/14/23	100%																				
49	TRANSMISSION PIPELINE EAST, CT 5B	865 days	Thu 7/1/21	Wed 10/23/24	100%																				
63	TRANSMISSION PIPELINE EAST, CTS 5C&D	1303 days	Fri 10/1/21	Tue 9/29/26	94%																				
64	Final Design Wrap-up	456 days	Fri 10/1/21	Fri 6/30/23	100%																				
68	Bidding Assistance & Award	109 days	Mon 7/3/23	Thu 11/30/23	100%																				
75	Construction 5C - Oscar Renda (8.1 miles)	755 days	Wed 11/8/23	Tue 9/29/26	88%																				
76	Initial Pipe Submittals, Fab, & Delivery	148 days	Wed 11/8/23	Fri 5/31/24	100%																				
77	Pipe Installation	541 days	Mon 6/3/24	Mon 6/29/26	95%																				
78	Testing and Substantial Completion	43 days	Tue 6/30/26	Thu 8/27/26	0%																				
79	Final Completion	23 days	Fri 8/28/26	Tue 9/29/26	0%																				
80	Construction 5D - Carstensen (10.0 miles)	726 days	Fri 10/20/23	Fri 7/31/26	96%																				
81	Initial Pipe Submittals, Fab, & Delivery	161 days	Fri 10/20/23	Fri 5/31/24	100%																				
82	Pipe Installation	370 days	Mon 6/3/24	Fri 10/31/25	100%																				
83	Testing and Substantial Completion	43 days	Wed 4/1/26	Fri 5/29/26	100%																				
84	Restoration and Final Completion	45 days	Mon 6/1/26	Fri 7/31/26	50%																				
85	RRV TRANSMISSION PIPELINE, CT 6A	1500 days	Mon 11/1/21	Fri 7/30/27	87%																				
86	Final Design	695 days	Mon 11/1/21	Fri 6/28/24	100%																				
91	Bidding Assistance & Award	86 days	Mon 9/23/24	Mon 1/20/25	100%																				
98	Construction - Carstensen (7.1 miles)	670 days	Mon 1/6/25	Fri 7/30/27	75%																				
99	Submittals; Initial Pipe Fab & Delivery	106 days	Mon 1/6/25	Mon 6/2/25	100%																				
100	Pipe Installation	369 days	Tue 6/3/25	Fri 10/30/26	85%																				
101	Testing, Final Restoration, & Cleanup	87 days	Thu 4/1/27	Fri 7/30/27	0%																				
102	RRV TRANSMISSION PIPELINE, CTS 6BC	1805 days	Mon 11/1/21	Fri 9/29/28	66%																				
103	Final Design	956 days	Mon 11/1/21	Mon 6/30/25	100%																				
108	Bidding Assistance & Award	88 days	Mon 10/27/25	Wed 2/25/26	100%																				
116	Construction 6BC - Carstensen (17.6 miles)	703 days	Wed 1/21/26	Fri 9/29/28	29%																				
117	Initial Pipe Submittals, Fab, & Delivery	132 days	Wed 1/21/26	Thu 7/23/26	100%																				
118	Pipe Installation	283 days	Fri 5/1/26	Tue 5/30/28	5%																				
119	Testing, Final Restoration, & Cleanup	88 days	Wed 5/31/28	Fri 9/29/28	0%																				
120	RRV TRANSMISSION PIPELINE, CTS 7A&B	1891 days	Mon 7/3/23	Mon 9/30/30	41%																				
121	Final Design	562 days	Mon 7/3/23	Tue 8/26/25	100%																				
126	Bidding Assistance & Award, Ct 7A	88 days	Mon 10/27/25	Wed 2/25/26	100%																				
134	Construction, Ct 7A - TBD (6.5 miles)	703 days	Wed 1/21/26	Fri 9/29/28	21%																				
135	Initial Pipe Submittals, Fab, & Delivery	132 days	Wed 1/21/26	Thu 7/23/26	80%																				
136	Pipe Installation	283 days	Fri 5/1/26	Tue 5/30/28	0%																				
137	Testing, Final Restoration, & Cleanup	88 days	Wed 5/31/28	Fri 9/29/28	0%																				
138	Bidding Assistance & Award, Ct 7B	65 days	Tue 6/1/27	Mon 8/30/27	16%																				
146	Construction, Ct 7B - TBD (7.1 miles)	825 days	Tue 8/3/27	Mon 9/30/30	0%																				
150	TRANSMISSION PIPELINE EAST, CT 4	1717 days	Thu 2/1/24	Fri 8/30/30	43%																				
151	Final Design	845 days	Thu 2/1/24	Wed 4/28/27	92%																				
152	Prepare& Deliver 60% Docs	130 days	Thu 2/1/24	Wed 7/31/24	100%																				
153	Prepare& Deliver 90% Docs	280 days	Mon 7/8/24	Fri 8/1/25	100%																				
154	Prepare& Deliver 100% Docs	132 days	Fri 8/29/25	Mon 3/2/26	95%																				
155	Prepare& Deliver Final Docs	43 days	Mon 3/1/27	Wed 4/28/27	0%																				





United States Department of the Interior

BUREAU OF RECLAMATION
2021 4th Avenue North
Billings, MT 59101



IN REPLY REFER TO:

MB-4100
2.2.4.23

Mr. Jay Anderson
Chairman
Garrison Diversion Conservancy District
P.O. Box 140
Carrington, ND 58421-0140

Subject: Contract Administration – Contract No. 20XX620109 (Contract), – Non-reimbursable Funding for Extraordinary Maintenance (XM), McClusky Canal and Snake Creek Pumping Plant, Garrison Diversion Unit, Pick-Sloan Missouri Basin Program, North Dakota

Dear Mr. Anderson:

This letter is provided to document a mutual understanding of the Garrison Diversion Conservancy District's (District's) obligations and administration of the funding provided to the District as authorized by Subtitle E-Water, Section 50501 of the Act of July 4, 2025 (Pub. L 119-21, 139 Stat. 72,154) (OBBBA). The District was awarded \$8 million (M) dollars in non-reimbursable funding to repair Garrison Diversion Unit, McClusky Canal and Snake Creek Pumping Plant to continue serving irrigation water to up to 23,700 acres of farmland and 165 cubic feet per second to municipal and industrial water needs.

Background

Operation, maintenance, and replacement (OM&R) responsibilities were transferred to the District pursuant to Contract No. 20XX620109 dated June 19, 2020. This Contract provides for the OM&R, including extraordinary maintenance (XM), of the transferred works. Certain work qualifies as XM when it meets the following criteria:

- 1) it is major, non-recurring maintenance of a mission critical asset;
- 2) its purpose is to ensure the continued safe and reliable delivery of authorized project benefits (any additional benefits resulting from XM work being strictly incidental to that purpose);
- 3) its costs are greater than 10 percent of Reclamation's or the operating entity's annual OM&R budget for the facility or at least \$100,000 in total; and
- 4) it is not eligible to be performed or funded under the repayment provisions of Section 4(c) of the Reclamation Safety of Dams Act of November 2, 1978, as amended (43 U.S.C. §506).

INTERIOR REGION 5 • MISSOURI BASIN
INTERIOR REGION 6 • ARKANSAS-RIO GRANDE-TEXAS GULF

COLORADO*, KANSAS, MONTANA*, NEBRASKA, NORTH DAKOTA*, OKLAHOMA, SOUTH DAKOTA*, TEXAS*, WYOMING*

Description of XM Work and Use of Funding

The District identified XM work for the repairs to aging and additional use of the Garrison Diversion Unit principal supply works McClusky Canal and Snake Creek Pumping Plant identified below. The XM repairs are designed to increase reliability and extend the useful life of the project facilities to continue water deliveries for project purposes. The funding shall be used for planning and construction work related to the repair of the facility projects listed below. The Contracting Officer will have the final discretion to determine whether planning and construction work is related to the repairs.

Facility	Date Constructed	Description	Construction Cost (Estimated)	Water Flow Rate
McClusky Canal	1970s	Gate automation at headworks, 3 radial gates, MM28 crossing, and MM52 plug	\$1,000,000	1,100 CFS
McClusky Canal	1970s	Mile marker 38.5-40.5 left slide repairs	\$3,000,000	1,100 CFS
Snake Creek Pumping Plant	1974	Main pumping units 2 and 3 suction tubes and discharge pipes interior recoating	\$3,000,000	1,366 CFS
Snake Creek Pumping Plant	1974	Discharge outlet works left concrete wingwall repair or replacement	\$1,000,000	1,366 CFS
Total Construction Cost			\$8,000,000	

The total cost is estimated at approximately \$8M for the four repair projects for contracts, labor, supplies, equipment, design, survey, management, and overhead. Non-reimbursable funding in the amount of \$8M is the total value of the funds awarded. No additional funding will be provided by the United States unless identified and allocated by the United States; any additional funding will be documented in writing between the Parties.

The repairs are tentatively scheduled as follows:

- 1) December 31, 2028: District target completion of Snake Creek Pumping Plant pipe recoating
- 2) December 31, 2029: District target completion of Snake Creek Pumping Plant wingwall repair
- 3) December 31, 2030: District target completion of McClusky Canal gate automation
- 4) December 31, 2031: District target completion of McClusky Canal slide repair

Procurements will be subject to the “Buy America”, Section 70914 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, of November 15, 2021. For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. The District also agrees to adhere to any applicable provisions of Davis-Bacon Act (Pub. L. 71-798, 46 Stat. 1494, ch. 411) and related acts.

The District shall advertise each construction (as “construction” is defined in the Federal Acquisition Regulations (FAR) at 48 C.F.R. § 2.101), equipment, or supply contract exceeding \$25,000 (twenty-five thousand dollars) for competitive bidding. Any action proposed by the District other than

making the award to the lowest responsible bidder shall be subject to the Contracting Officer's approval.

For all construction contracts exceeding \$100,000 (one hundred thousand dollars), the District shall require construction contractors to furnish performance and payment bonds, each in amounts equal to at least 100 percent of the contract price. For construction contracts exceeding \$30,000 (thirty thousand dollars) but not exceeding \$100,000 (one hundred thousand dollars), the Contracting Officer shall select at least two of the payment protections set forth in the FAR at 48 C.F.R. § 28.102-1(b)(1), and the District shall require the construction contractor to secure one of the selected protections. Supply and equipment contractors may be required to furnish performance bonds on supply or equipment contracts exceeding \$100,000 (one hundred thousand dollars) when the contract calls for substantial progress payments before delivery of end items.

The United States shall not be a party to or obligated in any manner by contracts entered into between the District and other parties pursuant to this Contract.

The District is responsible for complying with all environmental and cultural resource laws including all Federal and State laws, statutes, and regulations enacted for the purpose of protecting the quality of the environment, including, but not limited to, the Fish and Wildlife Coordination Act, the National Environmental Policy Act, the Clean Air Act, the Clean Water Act, the Endangered Species Act, the National Historic Preservation Act, the Archaeological Resources Protection Act, the Native American Graves Protection and Repatriation Act, the Paleontological Resources Preservation Act, and others.

The District will use the funds for XM work and will return any and all unexpended, unobligated, or unencumbered funds within 30 days after the date on which the Contracting Officer determines and notifies the District in writing that the XM work is complete.

Reporting Requirements

The District will provide the Area Manager at the Dakotas Area Office with progress and financial status reports for each project element listed above. Mr. Nathan Kraft, the Area Office project manager, will serve as the primary point of contact for all XM-related work.

Progress Reports – From XM work initiation through completion, the District will provide a narrative description of the XM work performed within 45 days of the end of each calendar year quarter (March 31, June 30, September 30, and December 31). The narratives will describe the XM work accomplished, the percentage of XM work completed, and the District's assessment of the progress of the work, including any problems encountered and corrective actions taken. The District will also provide their assessment of any issues that may impact or may pose a future risk to the XM work cost, scope, or schedule. For XM work in the construction phase, the report will include an updated construction schedule generated by the construction subcontractor.

Financial Reports – From XM work initiation through completion, the District will provide quarterly financial reports using Standard Form-425 (Federal Financial Report) (see Enclosure). Reports shall be submitted within 45 days of the end of each calendar year quarter (March 31, June 30, September 30, and December 31).

Both parties agree that this letter does not amend the Contract and any supplements or amendments thereto. Both parties reserve all factual and legal positions.

If you concur with the information described above, please sign the concurrence line and return the original letter along with a Board Resolution authorizing the signature in the enclosed large self-addressed envelope, to: Bureau of Reclamation, Missouri Basin Regional Office, Attention: MB-4100, 2021 4th Avenue North, Billings, MT 59101.

If you have any questions or would like to discuss further, please contact Mr. Nathan Kraft, Dakotas Area Office, at (701) 221-1254 or nkraft@usbr.gov. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

By  Digitally signed by MARLON
DUKE
Date: 2026.09.15 22:12:59 -06'00'

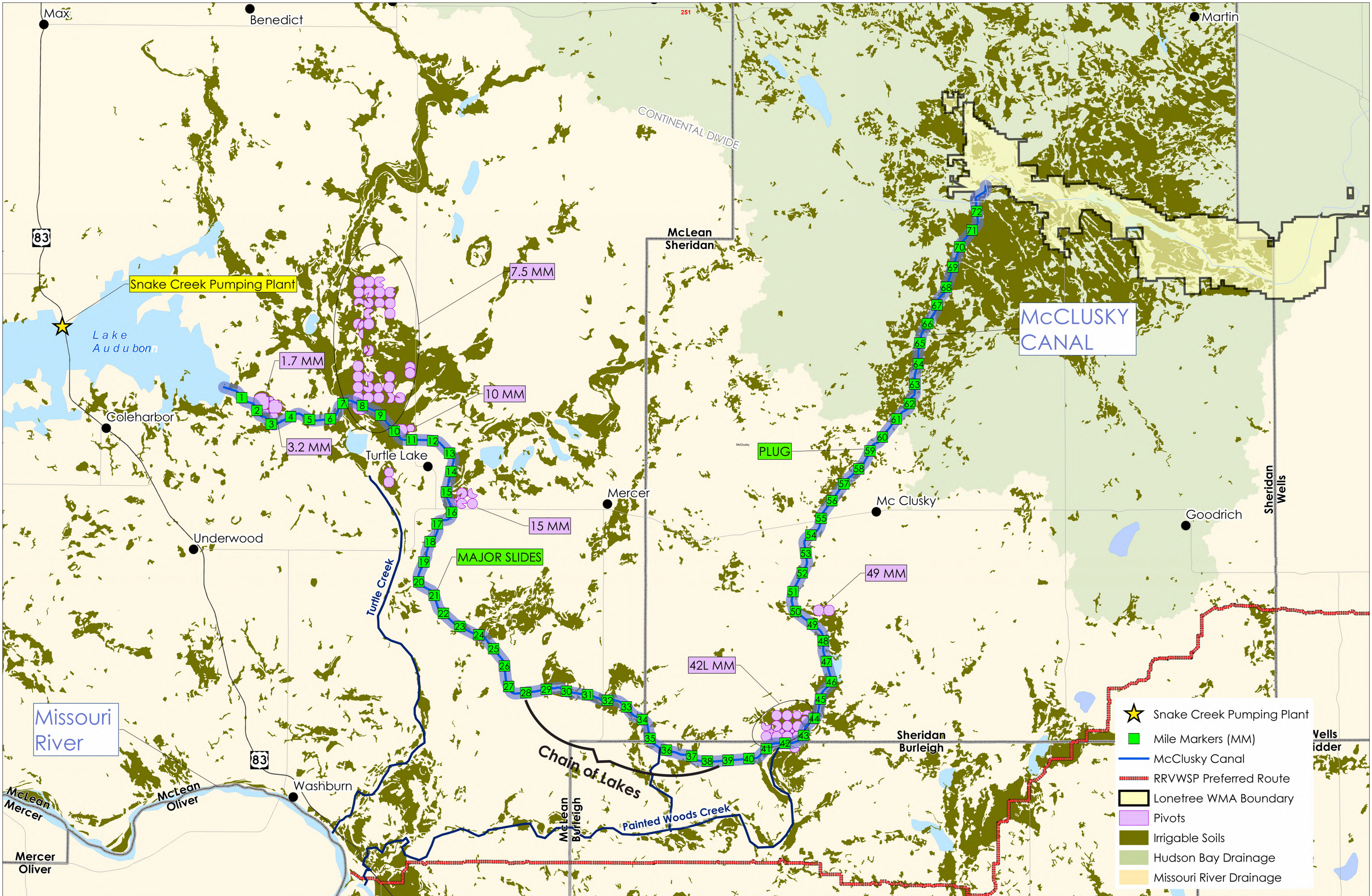
Marlon B. Duke
Acting Regional Director
Missouri Basin and
Arkansas-Rio Grande-Texas Regions
Bureau of Reclamation

The Garrison Diversion Conservancy District concurs.

Jay Anderson, Chairman

Enclosures - 2

cc: Mr. Duane Dekrey
General Manager
Garrison Diversion Conservancy District
P.O. Box 140
Carrington, ND 58421-0140



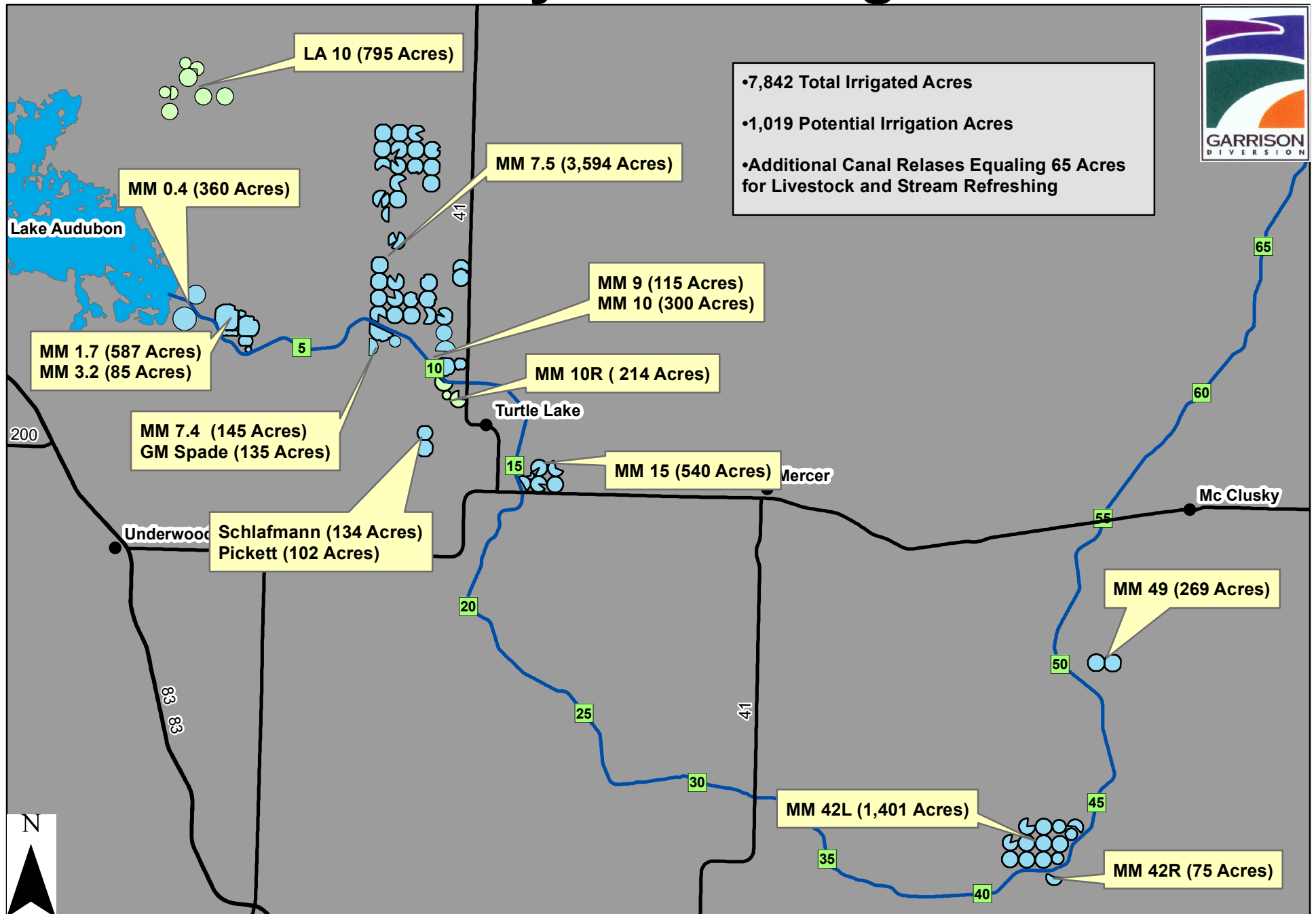
McCLUSKY CANAL

Date: 2/15/2019



Edited by: hrecords
Imagery 2015 NAIP
Coordinate System: UTM Zone 14N

McClusky Canal Irrigation



				Engineers Estimate		MVI		General Irrigation, Inc.	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
No.	Description	Qty.	Unit						
Base Bid Contract - All Work									
A.	Bonding	1	l.s.	5,000.00	5,000.00	2,500.00	2,500.00	8,000.00	8,000.00
B.	Mobilization	1	l.s.	5,000.00	5,000.00	3,000.00	3,000.00	20,000.00	20,000.00
C.	Erosion Control	1	l.s.	500.00	500.00	500.00	500.00	100.00	100.00
D.	Traffic Control	1	l.s.	2,000.00	2,000.00	500.00	500.00	100.00	100.00
E.	Furnish and Install Piping								
1	14" Steel Watermain	56	l.f.	150.00	8,400.00	236.00	13,216.00	271.00	15,176.00
2	15" PVC Watermain (Class 80 PIP)	135	l.f.	35.00	4,725.00	30.00	4,050.00	30.00	4,050.00
3	10" PVC Watermain (Class 80 PIP)	1,580	l.f.	30.00	47,400.00	18.00	28,440.00	13.00	20,540.00
F.	Furnish and Install Fittings (Watermain)						0.00		
1	12"x12"x12" FL Steel Side-Out Tee	1	ea.	2,000.00	2,000.00	956.00	956.00	2,500.00	2,500.00
2	12"x4" FL Steel Reducer	1	ea.	1,500.00	1,500.00	450.00	450.00	1,500.00	1,500.00
3	14"x12" FL Eccentric Reducer	2	ea.	1,500.00	3,000.00	516.00	1,032.00	2,000.00	4,000.00
4	12"x3" Companion Flange	1	ea.	250.00	250.00	571.00	571.00	1,000.00	1,000.00
5	14" FL Steel 45 Degree Bend	4	ea.	2,000.00	8,000.00	513.00	2,052.00	2,000.00	8,000.00
6	14" Steel FL x 15" PIP Starter Coupler	1	ea.	2,000.00	2,000.00	808.00	808.00	2,000.00	2,000.00
7	15"x10" PVC Tee	1	ea.	1,000.00	1,000.00	950.00	950.00	1,000.00	1,000.00
8	15"x10" PVC Reducer	1	ea.	300.00	300.00	783.00	783.00	1,000.00	1,000.00
9	10" Blind Flange	1	ea.	300.00	300.00	327.00	327.00	500.00	500.00
10	Intake Screen Assembly	1	ea.	250.00	250.00	18,750.00	18,750.00	12,000.00	12,000.00
G.	Furnish and Install Appurtenances								
1	12" Gear Operated Butterfly Valve w/ Handwheel	1	ea.	1,000.00	1,000.00	990.00	990.00	2,000.00	2,000.00
2	4" Gear Operated Butterfly Valve w/ Handwheel	1	ea.	200.00	200.00	458.00	458.00	1,000.00	1,000.00
3	12" FL Check Valve	1	ea.	1,500.00	1,500.00	1,826.00	1,826.00	2,000.00	2,000.00
4	4" FL Cam-lock with Dust Cap	1	ea.	100.00	100.00	250.00	250.00	500.00	500.00
5	3" Ball Valve w/3" NPT Pipe Connections	1	ea.	200.00	200.00	250.00	250.00	500.00	500.00
6	3" Combination Air Release Valve	1	ea.	200.00	200.00	255.00	255.00	500.00	500.00
7	12" Flowmeter	1	ea.	8,000.00	8,000.00	2,364.00	2,364.00	7,500.00	7,500.00
8	Pressure Transmitter Assembly	1	ea.	500.00	500.00	300.00	300.00	500.00	500.00
9	10" Drain Assembly	1	ea.	1,000.00	1,000.00	1,200.00	1,200.00	1,000.00	1,000.00
10	Turnout Sta 2+50.00 - 10" Manifold Assembly (includes all valves & fittings as described in project documents)	1	ea.	6,000.00	6,000.00	8,500.00	8,500.00	10,000.00	10,000.00
11	Turnout Sta 18+389.66 - 10" Manifold Assembly (includes all valves & fittings as described in project documents)	1	ea.	6,000.00	6,000.00	8,500.00	8,500.00	10,000.00	10,000.00
H.	Site Excavation								
1	Rock Excavation	10	c.y.	100.00	1,000.00	40.00	400.00	10.00	100.00
I.	Pump Station and Appurtenances								
1	Furnish and Install (1) centrifugal Pump Statin and Appurtenances	1	l.s.	60,000.00	60,000.00	57,500.00	57,500.00	70,000.00	70,000.00
J.	Electrical Work								
1	All Electrical Work	1	l.s.	50,000.00	50,000.00	47,000.00	47,000.00	105,000.00	105,000.00
Total Unit Price Bid for Base Bid Contract - All Work					227,325.00		208,678.00		312,066.00

Garrison Diversion Conservancy District

Employee Handbook

Summary of Proposed Revisions

October 2026

The proposed revisions listed below are a result of a review of the Employee Handbook by management, HR and legal counsel. Many of the proposed changes are to better reflect labor regulations and current practices. Policies that may require additional thought or discussion on behalf of the board are listed below in bold font. The entire handbook with proposed edits can be viewed in dropbox.

1. Equal Employment Opportunity, pg 2
 - a. Expanded the categories for which discrimination is prohibited (to include pregnancy, gender identity, etc)
 - b. Clarified the terms and conditions of how the policy is applied
 - c. Added language to specify the consequences of violating this policy.
2. Employment Opportunities, pg 8
 - a. Added all of the same language that was added in Equal Employment Opportunity section (listed above)
3. Employees' Privacy Interests, pg 8-9
 - a. Clarified privacy is protected to the extent permitted by state and federal laws.
 - b. Removed language related to employee records and refer to a new policy later in handbook titled Employee Personnel Records policy.
4. Americans with Disabilities Act, pg 9-10
 - a. Added "And Workplace Accommodations" to policy title
 - b. Removed Section 2 related to EEO language; covered in other sections
 - c. Removed section 4 related to determining an individual's disability
 - d. Removed Section 5 relating to those with a history of a qualifying impairment.
 - e. Modified section 6.a related to drug testing.
 - f. Modified section 7; removed overstatements and added language related to pregnancy and childbirth and religious beliefs.
 - g. Under (a) Procedure for Requesting an Accommodation, clarified processes for requesting.
5. Nepotism, pg 14

- a. Clarified this policy to more accurately reflect century code and protected categories of employment
- 6. Code of Ethics, pg 15
 - a. Clarified policy statement
 - b. Clarified Gifts and Favors
 - i. Removed excessive language
 - ii. **Seeking guidance on specific dollar amounts within policy; standard practice is \$75-\$100.**
 - c. Added statement under conflict of interest to protect those who report
- 7. Drug Free workplace, pg 17-20
 - a. Multiple revisions to testing policies, consequences of a positive test, etc
 - b. **Proposed new section on Medical Marijuana – prohibits employees from working with medical marijuana “in their system”**
- 8. Employee Classifications, pg 22
 - a. Added definitions for regular, PT, seasonal and temporary positions
- 9. Orientation period, pg 22
 - a. Clarified length and provisions related to this policy
- 10. Working hours, pg 23-24
 - a. Added language related to summer hours to reflect current practice
 - b. Added language related to overtime
 - c. Added language related to seeking approval for overtime, breaks, and breastfeeding (to reflect ND law)
- 11. Attendance, pg 34-35
 - a. Minor grammatical changes throughout
- 12. Holidays, 25-26
 - a. Modified language related to “Any other days” added as holidays
- 13. Pay, pg 26
 - a. Minor grammatical changes
- 14. Paycheck Errors, 26-27
 - a. Remove this separate title, include language under Pay policy
 - b. Added stronger language for timekeeping practices
 - c. Clarified language related to suspension
 - d. Clarified language related to pay errors
- 15. Compensatory Time, 28-29
 - a. Modified language throughout to provide additional clarity
- 16. Employee Personnel Records, pg 31-34
 - a. Modified throughout to provide clarity, some information was moved from the Employees’ Privacy Interests policy
- 17. Personnel Records Retention, pg 34

- a. Remove “Employee Development Issues” from this list; clarify
- 18. Temporary Employment, pg 36
 - a. Slightly modified language for clarity
- 19. Travel Reimbursement, pg 37
 - a. Provided clarity on reimbursements
- 20. Conduct, pg 37
 - a. Added language related to prohibition on retaliation
- 21. Work Rules, pg 37-39
 - a. Several edits/additions to provide more clarity - including medical marijuana, workplace investigations, retaliation, unauthorized use of equipment, etc
- 22. Relationships with the Public, pg 39
 - a. Removed a sentence that doesn’t fit
- 23. Off the Job, pg 39
 - a. Added language to provide clarity
- 24. Use of Alcohol and/or drugs while transacting... pg 40
 - a. Removed due to redundancy in the previous drug/alcohol policy
- 25. License Suspension, pf 40-41
 - a. Minor grammatical edits for clarity
 - b. Added language regarding Employee Assistance Program
- 26. Discipline, pg 43
 - a. Minor grammatical edits
- 27. Discrimination, pg 43
 - a. Added language to expand protected categories
- 28. Grievance, pg 44-45,
 - a. Minor grammatical edits
- 29. Harassment and Discrimination, pg 47-49
 - a. Multiple edits for clarity
- 30. Electronic Communication Resources, pg 50-54
 - a. Multiple edits for clarity
 - b. Removed a section on email privacy
- 31. Distracted Driving, pg 54-55
 - a. **Covered in less detail in a previous section; move or delete?**
- 32. Annual Leave, pg 56-57
 - a. **If cap to payout is desired, need to change language to “awarded” rather than “earned” or “accrued”.**
- 33. Sick Leave, pg 57-59
 - a. Added/modified language on donating leave time
- 34. FMLA, pg 59-64
 - a. Revised policy to reflect current regulations

- 35. Military Leave, pg 65
 - a. Revised to reflect current regulations
- 36. Jury Leave, pg 66
 - a. Clarified language, for Jury DUTY
- 37. Education and Training Assistance, pg 67
 - a. Minor language edit
- 38. Group Health Insurance, pg 68
 - a. Removed specific mention of plan provider
- 39. Life Insurance, pg 69
 - a. Removed plan specifics
 - b. **Need to select amount**
- 40. Retirement Plan, pg 71-72
 - a. Removed excess details
 - b. Removed language specific to old (grandfathered) plan
- 41. Dental Insurance, pg 73-74
 - a. Removed excessive plan details
- 42. Flexible Compensation, pg 74-75
 - a. Added/edited language for clarity
- 43. Disability Retirement Benefits, pg 76
 - a. Added language for clarity
- 44. Group Long-term Disability, pg 79-80
 - a. Removed details, added minor edits for clarity
- 45. Vision, pg 80
 - a. Removed details

REPORT ON OUT-OF-STATE MEETING

Name: Jay Anderso

Place: Lubbock , Texas

Meeting: GMDA

Date: 07/20/23

Key issues covered:

Water and regional growth

Education on water issues matter for all ages

Rain water Harvesting on a large scale

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue
Senator Charles Perry	Texas state senator		educate legislators
	Texas legi.has supported	development not conservation of water	
Rainwater Harvesting	Chris Jackson		storing rain water

New ideas or solutions that could benefit North Dakota:

rain cloud seeding

make note of the Texas ground water ides - moving ground water areas in rural areas to larger metro areas - using wells , pipe 142 miles from San Angleo to Fort Worth .

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

many different ideas about water conservation

Political involvement is not always efficeint
nt or good for community

Additional comments:

Good meeting

interesting comments about Colorado River , Salt River , and Elephant Butte Dam in New Mexico

Jay Paul Anderson

Signature

REPORT ON OUT-OF-STATE MEETING

Name: Greg Bischoff**Place:** Boise, ID**Meeting:** NWRA**Date:** 08/04/06

Key issues covered:

NW Water Issues

Electrical Grid

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue

New ideas or solutions that could benefit North Dakota:

Patching old systems takes away from actually fixing them. The Lieutenant Governor of Idaho said this.

Golden Mussel is a new aquatic invasive species that is in the SW.

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

A lot was talked about on creating plans across many different users and uses.

Trying to keep irrigation while still having conservation and recreation.

Additional comments:

Signature

REPORT ON OUT-OF-STATE MEETING

Name: Jay Paul Anderson

Place: Boise , Idaho

Meeting: NWRA

Date: 03/06/26

Key issues covered:

Modernizing Infrastructure

Yakima Basin integrated plan

Western Drought Forecasting - tailor weather insights to help farmers and agriculture to thrive

Unlocking interstate water transfers through partnerships

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue
BOR	Teton Dam Breach		
Idaho Congressman	- Russ Fulcher		
Brad Little - Gov			Very Knowledgeable about water issues in Idaho and the nation
Scott Bedke	Liutenant Governor		

New ideas or solutions that could benefit North Dakota:

Work together with all water " users"

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

Good Political topics

Additional comments:

Second largest NWRA meeting

Jay Paul Anderson

Signature

REPORT ON OUT-OF-STATE MEETING

Name: Mike Tweed

Place: Pierre South Dakota

Meeting: Upper Missouri Water Assoc

Date: Sept 21-22, 2026

Key issues covered:

Missouri River Issues
 Barge traffic on the Missouri
 Bureau of Reclamation information

Contact or resource people at meeting:

Name	Organization	Address/Phone	Issue
Larry Buss	Iowa Corn Grower		
Dana Bernick	Montana Irrigator		Irrigation along River
Frank Huseman	NEW Cooperative		Barge traffic

New ideas or solutions that could benefit North Dakota:

Join the upper and lower Missouri River boards
 into a single board.

Evaluation of meeting (i.e., did you obtain information of value to your interim or standing committees?):

Good information on barge traffic and irrigation
 development along the Missouri River

Additional comments:

Barge need to be in 8' of water to carry a
 full load and also a back-haul to make
 it pay

Mike Tweed

Signature



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

MEMORANDUM

TO: GDCD Board Members
FROM: Duane DeKrey, General Manager
DATE: October 12, 2026
SUBJECT: Executive Committee Elections

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

The board chairman will request nominations from the floor at the meeting on January 14. 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 15.

The individuals with expiring terms are:

Jay Anderson, Greg Bischoff, Jeff LeDoux, Nikki Boote, Bruce Klein, Jason Seigert and Mike Tweed. All three officers have served one term and are eligible to run for a second term in their current positions. Nikki, Bruce and Jason have each completed one term and are eligible for a second term. Mike has completed two terms and is not eligible for re-election.

Committee assignments for 2027 will be made by the board chairman following the election in January.

DD/las

2026 GARRISON DIVERSION MEETING DATES

Board

January 8 & 9

March 24 (Special meeting)

April 16 and 17

July 16 and 17

August 19 (Special Meeting)

September 10 (Special Meeting/Budget Hearing)

October 15 & 16

Executive Committee

March 12

June 18

September 10

October 15 (Special Meeting)

December 17

E&O Committee

January 8

July 16

Recreation Committee

January 9

February 4

RRV Committee

March 12

April 16

May 28

August 19

September 30

October 15

MR&I

May 21

August 13

October 15

AG & NR Committee

July 16

2027 GDCD MEETING DATES

Board:

January 14 and 15

April 22 and 23

July 15 and 16

October 21 and 22

Executive Committee

March 18

June 10

September 9

December 16

FAMILY FARM ALLIANCE • 2026 ANNUAL CONFERENCE • SILVER
LEGACY RESORT, RENO

2026 Conference Agenda (Draft)

“Growing the Pie: Innovation for the Next 100 Years” • Draft schedule. Speakers and sessions are still being confirmed, so check back for updates.

Wednesday, October 28

7:00 to 10:00 a.m.	Family Farm Alliance Board of Directors Meeting and working breakfast. Silver Legacy Conference Rooms.
10:00 a.m. to 1:00 p.m.	Board of Directors and Advisory Committee Internal Meetings and working lunch. Silver Legacy Conference Rooms.
1:30 to 5:00 p.m.	Family Farm Alliance and Reclamation Workshop. Silver Legacy Conference Rooms.
5:30 p.m.	Cocktail Hour. Reception and happy hour in the President’s Suite. <i>(Board of Directors only)</i>
7:00 p.m.	Board Dinner. Group dinner at Roxy Restaurant and Bar. <i>(Board of Directors only)</i>

Thursday, October 29

7:00 a.m.	Registration Desk Open. Grand Exposition Hall, Silver Legacy.
8:00 to 8:15 a.m.	Pledge of Allegiance led by the O’Toole Scholarship Award Recipient. Welcome and introduction from President Mark Hansen and Executive Director Samantha Barncastle.
8:15 to 8:30 a.m.	Opening Keynote Speaker <i>(invitation pending)</i>

8:30 to 9:45 a.m.	Western Water at a Turning Point: A Look at D.C. from the Hill. Invited panelists include key committee staff from the Office of Speaker of the House Mike Johnson, and majority and minority staff from the Senate Energy and Natural Resources Committee, Senate and House Agriculture Committees, and House Natural Resources Committee. Moderated by Mark Limbaugh, The Ferguson Group.
10:00 to 11:15 a.m.	Reclamation Roundtable. This signature panel brings together leaders from the U.S. Bureau of Reclamation, including regional directors and representatives from the Commissioner's and Interior Secretary's offices, to discuss Reclamation priorities and challenges and their impact on Western agriculture.
11:15 to 11:45 a.m.	Rethinking the Funding Model. What happens when a state decides to invest big in its water future? A look inside Texas' innovative new approach to funding water infrastructure and developing new supplies.
11:45 a.m. to 1:00 p.m.	Luncheon Keynote Speaker (<i>invitation pending</i>)
1:00 to 2:00 p.m.	Growing the Pie. Thinking big about the West's water future: exploring large-scale storage, new water supplies, and collaborative ideas to grow the pie for the next 100 years. Moderated by a Bureau of Reclamation designee and Samantha Barncastle, Executive Director of the Family Farm Alliance.
2:00 to 3:00 p.m.	Pacific Northwest National Laboratory. Not all water investments are created equal. How can we identify the projects that deliver the greatest return, and build the capacity to get them done? Hear from the experts working on this issue with the Alliance, and learn how this work could help shape smarter water investment decisions across the West.

3:15 to 4:15 p.m.	Building Resilient Water Systems Together. The West's water challenges won't be solved with one tool or one approach. Hear how collaboration, innovative technology, water sharing and transfers, and system-level planning can bring diverse interests together to build more resilient water systems. Moderated by Tanya Trujillo.
4:15 to 5:00 p.m.	Water and Tribes Initiative. What does meaningful collaboration look like from the tribal perspective? Hear about the opportunities, challenges, and emerging models for building stronger relationships between Tribal Nations and Western agriculture, and creating a shared path toward the West's water future.
5:00 to 5:15 p.m.	2026 Annual Meeting
5:30 to 7:00 p.m.	Evening Reception at Novi. A private night club on the Mezzanine level of the Eldorado Resort, adjacent to the Silver Legacy. Drinks and heavy hors d'oeuvres will be served.

Friday, October 30

7:00 a.m.	Registration Desk Open. Grand Exposition Hall, Silver Legacy.
8:00 to 8:30 a.m.	Closing Keynote Speaker (<i>invitation pending</i>)
8:30 to 9:00 a.m.	Watershed Technology for Advanced Forecasting. Better information leads to better decisions. Hear how cutting-edge snowpack monitoring technology is transforming watershed forecasting and giving water managers and farmers a clearer picture of the water supply ahead.
9:00 to 10:00 a.m.	Putting Innovation to Work. Innovation only matters if it is put to action on the ground. Hear from innovators developing new tools for Western irrigated agriculture, and explore what it will take to connect those technologies with the farmers, water managers, and policymakers who can put them to work. Moderated by Professor Camille Calimlim Touton.

-
- 10:00 to 10:30 a.m.** **The Work Ahead: Turning Big Ideas Into Action.** The challenges facing Western agriculture are big, but so are the opportunities. Hear from the Alliance’s leadership, legal team, and lobbyists about the priorities, initiatives, and strategies we’re taking into the year ahead, and leave energized, united, and ready to fight for the future of Western agriculture.
-
- 10:30 to 10:45 a.m.** **Awards Ceremony and Closing Comments**
-
- 10:45 a.m.** **General Session Adjourns**
-



2026 NWRA Annual Conference and Federal Advocacy Forum

November 3 – 5, 2026 Coronado, California

Loews Coronado Bay Resort
4000 Coronado Bay R, Coronado, CA 92118

Agenda (*Draft as of October 2, 2026*)

Monday, November 2, 2026

7:30 m – 5:00 pm **Travel Day – On Your Own**

Tuesday, November 3, 2026

7:00 am – 5:00 pm
Atrium **Registration**

8:00am – 11:00 am
Commodore A & B **Federal Advocacy Forum**

11:30 – 1:00 pm
Lenore **State Executives Lunch (*Invite Only*)**

1:00 pm – 2:00 pm
Commodore E **Municipal Caucus Meeting**

2:00 pm – 3:00 pm
Commodore C & D **Irrigation Caucus Meeting**

3:00 pm – 3:30 pm
Commodore E **Groundwater Caucus Meeting**

3:30 pm – 4:00 pm
Commodore C & D **Individual Member Caucus Meeting & Board Elections**

4:00 pm – 5:30 pm
Commodore A & B **NWRA Board of Directors Meeting**

5:30 pm – 7:00 pm
Commodore Foyer &
Commodore Terrace

NWRA Welcome Reception
Sponsored by Rain Enhancement Technologies

7:00 pm

Dinner on Your Own

Wednesday, November 4, 2026

7:00 am – 5:00 pm
Atrium

Registration

7:00 am – 8:00 am
Commodore Foyer

Breakfast
Sponsored by Rain Enhancement Technologies

8:00 am – 8:45 am
Commodore ABCD

Keynote Speaker: Aubrey Bettencourt – Acting Bureau of Reclamation Commissioner

8:45 am – 9:30 am
Commodore Foyer

A Kansas Community with a Western Water Challenge
Toby Dougherty – City Manager, City of Hays

9:00 am – 5:00 pm
Lenore/Cambria

Bureau of Reclamation Member Meetings

9:30 am – 9:50 am
Commodore Foyer

Break

9:50am – 10:45am
Commodore ABCD

Demystifying the Corps
Mark Toy – General Manager, Yorba Linda Water District and retired USACE two star general

10:45 am – 11:35am Commodore ABCD	NEPA Litigation After <i>Seven County</i> Charles Yates– Attorney, Pacific Legal Foundation
11:35 am – 12:00pm Commodore ABCD	An Introduction to the New Executive Director of ACWA Karla Nemeth– Executive Director, Association of California Water Agencies
12:00 pm – 1:30 pm Commodore E	NWRA Awards Luncheon
1:30 pm – 2:15 pm Commodore ABCD	Mexico Water Treaty Sally Spener– U.S. Secretary/Foreign Affairs Officer, International Boundary and Water Commission (<i>Invited</i>)
2:15 pm – 3:15 pm Commodore ABCD	Data Centers in the Water Sector Nico Procos– Director, Silicon Valley Power (<i>Invited</i>) Khara Boender– Director of Government Affairs, Data Center Coalition (<i>Invited</i>)
3:00 pm – 3:30 pm Commodore Foyer	Break
3:30 pm – 4:30pm Commodore ABCD	Provo River Water Users Association Deer Creek Intake Project Speakers from Provo River Water Users Association (<i>Invited</i>)
4:30 pm – 5:15 pm Commodore ABCD	Cybersecurity in the Water Sector Hunter Sargent– Cybersecurity Risk Specialist ACWA JPIA

5:30 pm – 7:00 pm
Marina Terrace(TBD)

Presidents Reception

Thursday, November 5, 2026	
7:00 am – 5:00 pm Atrium	Registration
7:00 am – 8:00 am Commodore Foyer	Breakfast
8:00 am – 9:30 am Commodore ABCD	Inside Washington DC Panel Lane Dickson – Partner, The Ferguson Group Ryan Serote – Principal, Meguire Whitney LLC Michael Brain – Partner And Director Of Government Affairs, BBK Eric Saperstein – Founder & President, ENS Resource
9:30 am – 12:00 pm Lenore/Cambria	Bureau of Reclamation Member Meetings
9:30 am – 10:15 am Commodore ABCD	What The Record Setting El Niño Means Now and What Lies Beyond Brian Bledsoe – Meterologist
10:15 am – 10:45 am Commodore Foyer	Break
10:45 am – 11:15 am Commodore ABCD	FIRO– Scripps Institution of Oceanography Christine Castillo– Director, Federal Government Relations, Scripps Institution of Oceanography

11:15 am – 12:00 pm
Commodore ABCD

Grigsby et al. v. City of Los Angeles et al.
(Invited)

12:00 pm

Conference Ends

DRAFT



63rd Annual Joint North Dakota Water Convention AND Irrigation Workshop

**Bismarck Hotel & Conference Center
December 8-10**

TUESDAY, DECEMBER 8

- | | |
|--------------|---|
| 2:30-4:30 pm | Upper Sheyenne River Joint Water Resource Board Meeting
– Governor's Room |
| 3:00-4:00 pm | N.D. Water Coalition Meeting – Cannonball Room |
| 4:30-6:00 pm | ND Water Resource Districts Association Board Meeting
– Room 2130 |
| 6:00-8:00 pm | All Water Social – Heart Room
Co-Hosted by HDR and the Garrison Diversion Conservancy District |

WEDNESDAY, DECEMBER 9

- | | |
|---------------|--|
| 7:30 am | Registration – Coat Room |
| 8:00-11:00 am | Water Managers Seminar – Missouri Ballroom |
| 9:00-11:30 am | ND Rural Water Systems Association Managers Meeting
(Rural Water Managers Only) – Governor's Room |
| 9:00 am-Noon | Commercial Exhibit Set-up |

FOLLOWING EVENTS IN PATTERSON/LAMBORN ROOM

- | | |
|--------------|---|
| 11:30 am | ND Water Education Foundation Silent Auction Benefit Opens |
| 11:30 am | Opening Lunch |
| 12:10 pm | Rural Mental Health: Challenges, Resources, and Opportunities
• Sarah Bedgar, <i>INVITED</i> |
| 1:00 pm | Commercial Exhibits Open |
| 1:00-1:45 pm | State of Water
• Reice Haase, <i>Department of Water Resources</i> |
| 1:45-2:15 pm | Northwest Area Water Supply and Southwest Pipeline Project Updates |
| 2:15-3:00 pm | Aquatic Nuisance Species Program Status Update
• Ben Holen, <i>Game and Fish Department</i> |
| 3:00-3:30 pm | Break |

3:30-4:45 pm	Water and Prosperity: Navigating Growth in Emerging Industries
5:00-6:00 pm	Resolutions Meeting – <i>Missouri Ballroom</i> <i>Water Users/Water Resource Districts/Irrigation Associations</i>
6:00-7:00 pm	Social – <i>Courtyard</i>

THURSDAY, DECEMBER 10

8:00 am	Commercial Exhibits Open – <i>Courtyard</i>
8:00-9:00 am	Prayer Breakfast: Man in Motion – <i>Missouri Ballroom</i> • <i>Jeff Frith, Devils Lake Joint Water Board</i>

FOLLOWING EVENTS IN PATTERSON/LAMBORN ROOM

9:00-9:10 am	Welcome – <i>Lt. Governor Michelle Strinden</i> , INVITED
9:10-9:50 am	U.S. Fish and Wildlife Service Wetlands Update • <i>Director Brian Nesvik, U.S. Fish and Wildlife Service</i> , INVITED
9:50-10:30 am	Forecasting the Future: Short- and Long-Term Weather Outlooks • <i>Allen Schlag, National Weather Service Forecast Office</i>
10:30-11:00 am	Break
11:00-11:30 am	Western Area Water Supply and Red River Valley Water Supply Updates
11:30-11:45 am	Water Users Update • <i>Mary Massad and Dani Quissell</i>
11:45 am	ND Water Users Association Elections
Noon	Buffet Luncheon
Noon-2:00 pm	Concurrent Joint Board and Annual Meetings • <i>Devils Lake Basin Joint Water Resource Board – Sheyenne Room</i> • <i>Missouri River Joint Water Board – Heart Room</i> • <i>ND Irrigation Association Membership Meeting – Grand Pacific Room</i> • <i>Souris River Joint Board – Governor's Room</i> • <i>Red River Joint Water Resource District – Cannonball Room</i>
1:00-2:00 pm	ND Irrigation Association Board Meeting – <i>Grand Pacific Room</i>

FOLLOWING EVENTS IN PATTERSON/LAMBORN ROOM

2:00-2:30 pm	Mouse River Flood Control and FM Diversion Updates
2:30-3:00 pm	Envirothon Excellence: A North Dakota Success Story • <i>Bismarck High School Envirothon Team</i>
3:00-3:30 pm	Rural Water and Municipal Water Updates
3:30 pm	Commercial Exhibits Close
3:40-4:00 pm	Resolutions: Final Adoption – <i>Missouri Ballroom</i> <i>Water Users/Water Resource Districts/Irrigation Associations</i>
4:10-5:30 pm	ND Water Users Association Board Meeting – <i>Governor's Room</i>
5:30-6:30 pm	Social – <i>Courtyard</i>
6:30 pm	Awards Banquet – Entertainment: Strolling Strings of Bismarck – <i>Patterson/Lamborn Room</i> ND Water Education Foundation Silent Auction Benefit Ends

IRRIGATION WORKSHOP | Thursday, December 10 • 9:00 am – 3:30 pm

SPONSORED BY: North Dakota Water Users Association and North Dakota Irrigation Association

TOPICS INCLUDE: • *FWS Wetland Easements* • *Long- and Short-Term Weather Forecasting* • *Incorporating Irrigation Technology* • *Economic Impact of Irrigation and Drainage in North Dakota* • *State Permitting for Irrigation*