

## GARRISON DIVERSION CONSERVANCY DISTRICT

**Red River Valley Committee  
401 Hwy 281 NE  
Carrington, ND**

**October 15, 2026**

### **A G E N D A**

- 9:00 a.m.     I.    Call to Order & Pledge of Allegiance – Jason Siegert
- 9:01 a.m.     II.   Roll Call – Lisa Schafer
- 9:02 a.m.     III.   Consideration of Minutes – Jason Siegert
  - A. **>September 30, 2026**
- 9:03 a.m.     IV.   Public Comment Period – Jason Siegert
- 9:18 a.m.     V.    Red River Valley Water Supply Project
  - A. Construction Update – Kip Kovar
  - B. User Outreach & Financial Modeling – Paul Boersma
    - 1. **>\*Task Order 9610 Amendment No. 1**
- 9:25 a.m.     VI.   Eastern North Dakota Water Supply (ENDAWS) Project
  - A. Plans & Specifications – Kip Kovar
    - 1. **>\*ENDAWS Transmission Pipeline Contract 3 (Dropbox)**
  - B. Design Update – Kip Kovar and Paul Boersma
  - C. Power Supply – Kurt Ronnekamp
  - D. Program Costs – Paul Boersma
    - 1. **Value Engineering Study** – Kip Kovar/Paul Boersma
- 10:28 a.m.    VII.   Biennium Work Plans & Program Scheule – Kip Kovar/Kurt Ronnekamp
  - A. >2025-2027 Expanded Biennium Work Plan
  - B. >2023-2025 Biennium Work Plan
  - C. >Program Schedule
- 10:30 a.m.    VIII.   Adjourn

**Items in bold require action**

**\* Requires a roll call vote**

The following minutes are in draft form subject to review and approval by the Red River Valley Committee at its next meeting.

26-143

## **GARRISON DIVERSION CONSERVANCY DISTRICT**

### **RED RIVER VALLEY COMMITTEE**

**Red River Room, City Hall  
Fargo, North Dakota**

**September 30, 2026**

A meeting of the Red River Valley Committee of the Garrison Diversion Conservancy District was held on September 30, 2026, at City Hall in Fargo, North Dakota. The meeting was called to order by Chairman Jason Siegert at 12:00 p.m.

#### **DIRECTORS PRESENT**

Committee Chairman Jason Siegert  
Director Dave Anderson  
Director Kelly Klosterman  
Director Jeff LeDoux  
Director Ken Vein  
Director Greg Bischoff (alternate for Board Chairman Jay Anderson)  
Secretary Duane DeKrey

#### **OTHERS PRESENT**

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

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

#### **READING OF THE MINUTES**

**Motion by Director Vein to dispense with a reading of the August 19, 2026, Red River Valley Committee minutes and approve them as distributed. Second by Director Klosterman. Upon voice vote, motion carried.**

#### **PUBLIC COMMENT PERIOD**

Chairman Siegert called on anyone who would like to make public comments at this time. There being none, he proceeded with the order of business.

#### **RED RIVER VALLEY WATER SUPPLY PROJECT (RRVWSP)**

**Construction Update** - - Kip Kovar, District Engineer, Garrison Diversion, provided a construction update, reporting the construction crew had their first weather delay of the construction season on Monday. Tunneling is going well and will move over to the railroad on October 8.

Mr. Kovar noted 13 miles of pipeline have been installed this year.

### Construction Manager at Risk (CMAR) Request for Proposals

Paul Boersma, Black & Veatch (BV), referred to the draft Request for Proposals (RFP) for the CMAR process at the Water Treatment and Pumping Facilities associated with the RRVWSP (Annex II) included in the meeting materials. He outlined the proposed CMAR selection process, which would be qualification-based with price weighted at 20%, and reviewed the timeline for engaging the CMAR in 2027.

Mr. Boersma stated Vogel Law Firm has completed a legal review of the RFP, and their comments have been incorporated. The intent is to advertise the RFP by next week.

Once selected, the CMAR would be engaged early in the design process. Within 60 days, the CMAR will validate the project cost estimate and identify potential opportunities for schedule and cost savings. Approximately 30 days later, a more formal value engineering (VE) process would be conducted with the CMAR. Recommendations from the VE process would be presented to the Red River Valley (RRV) Committee and the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC) and incorporated into the 60% design.

The intent is to involve the CMAR before more significant effort is invested in advancing the design beyond that point. Following the completion of the 60% design, the CMAR would be asked to develop a Guaranteed Maximum Price (GMP) representing the all-in fixed project cost.

The committee also discussed potential modifications to the design contract, negotiation of the CMAR's markup and contingency arrangements, state requirements regarding the composition of the CMAR selection committee and including a termination provision in the CMAR contract to provide an "exit ramp" if necessary.

**Motion by Director LeDoux to approve the CMAR procurement process Request for Proposals relating to the Water Treatment and Pumping Facilities associated with the RRVWSP. Second by Director Vein. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Klosterman, LeDoux, Siegert and Vein. Those voting nay: none. Motion carried.**

### Task Order 3310 – ENDAWS BWTP Contract 3

Kurt Ronnekamp of BV referenced ENDAWS Task Order 3310, BWTP Contract 3, Treatment Plant Facilities, Pumping Stations and Final Site Work Final Design and Procurement Services (Annex III).

The purpose of the task order is to provide final design and procurement services 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 controls systems, chemical systems, solids processing and handling systems, site work, yard piping and other elements necessary to make the BWTP operational, excluding the power supply.

Basic services include: 1) task order management and administration, 2) special project and third-party meetings, 3) supplemental design evaluations, 4) field services and 5) final design services.

Special services include: 1) solicitation and selection of CMAR, 2) CMAR negotiations for Phase I, 3) CMAR and engineering team initial coordination and alignment, 4) design execution and coordination with the CMAR, 5) preparation of design packages for CMAR and 6) bidding assistance to CMAR.

Work split is 53% BV, 37% Advanced Engineering & Environmental Services (AE2S), 8% Apex, 1% Ulteig Engineering and 1% Burian & Associates.

The cost of the task order is \$16,016,000, which represents 7% of the construction costs.

**Motion by Director Bischoff to recommend full board approval of ENDAWS Task Order 3310, BWTP Contract 3, Treatment Plant Facilities, Pumping Stations and Final Site Work Final Design and Procurement Services, in the amount of \$16,016,000. Second by Director Klosterman. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Klosterman, LeDoux, Siegert and Vein. Those voting nay: none. Motion carried.**

Mr. Kovar asked when this effort would begin.

Mr. Ronnekamp responded that additional planning activity is anticipated once the contract is executed. Design efforts will begin in 2028.

#### Task Order 9610 Amendment

Mr. Kovar explained that Garrison Diversion and LAWA have negotiated an amendment to RRVWSP Task Order 9610, 2025-27 User Outreach and Financial Modeling, for services to be performed by Brent Bogar, AE2S, related to state funding and legislative support, as outlined in the supplement (Annex IV).

Mr. Kovar noted the amendment will need to be reviewed and approved by BV.

Duane DeKrey, Secretary, stated Mr. Bogar's services are not eligible for cost share and will, therefore, need to be partitioned from the task order and billed separately.

Spencer Halvorson, Executive Director for LAWA, stated the amendment was signed with the understanding that BV and AE2S would need to review it, and LAWA is open to any necessary revisions.

**Motion by Director Vein to approve the amendment to RRVWSP Task Order 9610, 2025-27 User Outreach and Financial Modeling, regarding services performed by Brent Bogar. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Klosterman, LeDoux, Siegert and Vein. Those voting nay: none. Motion carried.**

**Engineering Update** - - Mr. Kovar provided an update on upcoming engineering activities, including awaiting Martin Construction's return of the Contract 1 agreement, valued at approximately \$20 million. Pipeline Contract 3 is expected to be advertised in late October, with the goal of selecting a contractor by January 1 to allow approximately six months for pipe fabrication and delivery in order for construction to begin in the spring.

Mr. Kovar noted the RRVWSP's critical path currently depends heavily on the Bureau of Reclamation (Reclamation). Reclamation must complete technical and environmental reviews

and submit a report to the State Historic Preservation Office (SHPO), which has an automatic 30-day review period. Given the avoidance strategy and the additional steps taken, no comments or changes are anticipated from SHPO.

Mr. Ronnekamp stated BV has been working on Contracts 7B, 4A, 4B and 4C in the background. The designs are at 100% and have been placed on hold pending planning for the next biennium. Bidding is anticipated after July 1 of next year.

**Financial Update** - - Merri Mooridian, Administrative Officer, Garrison Diversion, reported on the project's regulatory and funding status, noting that a \$49.5 million MRI funding request has been submitted to the State Water Commission for Eastern North Dakota Alternate Water Supply (ENDAWS), while a separate \$99 million funding approval was received from Reclamation for inclusion in the current MRI agreement.

The actual total ENDAWS funding amount is \$148.5 million; the work plan needs to be revised to reflect this accurate figure.

**Power Supply** - - Mr. Kovar reported on progress with the power supply for the BWTP. Following discussions with the LAWA TAC and the Department of Water Resources, the project will proceed with a breaker-and-a-half configuration at the switchyard rather than a ring bus option.

A draft construction contract was received from Western Area Power Administration (WAPA), which requires an initial \$2 million payment upon execution. WAPA's estimated completion for the project is 2033.

The committee discussed challenges with federal funding requirements and construction contracts. Mr. Kovar explained that Central Power cannot meet Buy America Build America (BABA) Act requirements for federally funded projects. The team is, therefore, considering using state funds to purchase transformers and switches to avoid potential delays.

Contract negotiations are ongoing with both WAPA and Central Power. Mr. Kovar noted that WAPA has been inflexible regarding its contracting requirements and schedule. A draft construction contract was also received from Central Power and is under review.

Mr. Kovar added that WAPA and Central Power are responsible for their own design, engineering and easement work, leaving limited flexibility for negotiation.

**Program Cost Update** - - The committee reviewed the program cost update provided at the LAWA Board meeting this morning regarding the project budget increase from \$1.4 billion to \$1.7 billion. This prompted discussions about value engineering and cost reduction strategies, with concerns raised about maintaining quality specifications that were carefully developed in previous planning phases.

Director LeDoux asked whether another engineering firm would be hired to review project costs and conduct value engineering or whether that work would be done through the CMAR process.

Mr. Boersma stated, at this time, the intent is to have the CMAR perform the cost review and value engineering, while noting that the staff and engineering team would take direction from the committee and boards.

Mr. Kovar clarified an internal review by Garrison Diversion's engineering groups would also be conducted over the next 60 days.

Shawn Gaddie, AE2S, emphasized the 60 days will be critical to revisiting project assumptions and conducting walkthroughs with the operations group. The goal is to establish the most accurate project cost estimate possible before the legislative session. Once the CMAR is on board, there will be another opportunity for further cost evaluation and value engineering.

Mr. Halvorson stated from LAWA's perspective, the key issue is the incentive structure within the CMAR process. This is where LAWA's interest in a third-party review comes from, as LAWA wants to ensure the incentive structures are properly aligned.

Director Bischoff said his concern is whether the potential savings from value engineering would be sufficient to offset the expense of conducting an additional review.

Mr. Halvorson stated the level of review will ultimately be a policy decision by the boards. However, given the reported \$300 million cost increase, LAWA believes a comprehensive, bottom-up review of the water treatment plant specifications is warranted.

Mr. Boersma stated the CMAR will provide a bottom-up review. If LAWA believes an additional review is needed, that should be discussed, as a separate review would require significant time and effort.

Mr. Boersma asked Mr. Halvorson whether LAWA has concerns about whether the process currently being pursued will provide an adequate bottom-up review and, if so, how that question should be resolved.

Mr. Halvorson said the information and the process are relatively new, noting that a majority of the LAWA members have received the update regarding the cost increase. He reiterated the program cost estimate, CMAR process and final design are all interconnected. While LAWA has confidence in the CMAR and final design processes, guidance is needed soon on whether additional review is warranted.

He noted the \$1.7 billion estimate will depend on effective execution of the CMAR and final design processes. While LAWA has confidence in both processes, he could not speak for the board about whether an additional review should be required.

Mr. Boersma noted that Mr. Grasser has twice raised the possibility of hiring an outside contractor for an independent cost review. This would be a significant undertaking and could take months to complete, including developing a proposal, selecting a firm, and allowing the engineering team sufficient time to familiarize the firm with the project before it could develop an independent estimate. He currently views the suggestion as Mr. Grasser's opinion rather than formal policy guidance.

**2025-2027 Biennium Work Plan Update** - - Mr. Kovar reviewed the revised RRVWSP 2025-27 Expanded Biennium Work Plan (Annex V) dated September 28, 2026. The work plan has been updated to reflect actual costs versus estimates, with revisions highlighted in yellow. A new Line 18, ENDAWS BWTP Contract 3, CMAR Part 1, was added at \$1 million. The remaining funds were rebalanced, and the contingency amount was increased.

Mr. Ronnekamp noted the classifications related to power supply were also revised. The work plan will also be adjusted to reflect the actual \$148.5 million in funding from Reclamation.

**Motion by Director Klosterman to recommend full board approval of the revised 2025-2027 RRVWSP Expanded Biennium Work Plan. Second by Director Bischoff. Upon roll call vote, the following directors voted aye: D. Anderson, Bischoff, Klosterman, LeDoux, Siegert and Vein. Those voting nay: none. Motion carried.**

The meeting adjourned at 1:08 p.m.

(SEAL)

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Jason Siegert, Chairman

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Duane DeKrey, Secretary

RED RIVER VALLEY COMMITTEE MEETING  
Red River Room, Fargo City Hall  
Fargo, North Dakota

[illegible]

# CONSTRUCTION MANAGER AT-RISK PROCUREMENT

## *Request for Proposals*

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

GARRISON DIVERSION CONSERVENCY DISTRICT  
CARRINGTON, NORTH DAKOTA

October 1, 2026

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DRAFT

# ***Request for Proposals***

## **1 Background**

### **1.1 Introduction**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1.2 Owner's Goals and Expectations

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

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

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

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

## 2 Project Overview

### 2.1 Project Description

#### Summary of the Overall Red River Valley Water Supply Project

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

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



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

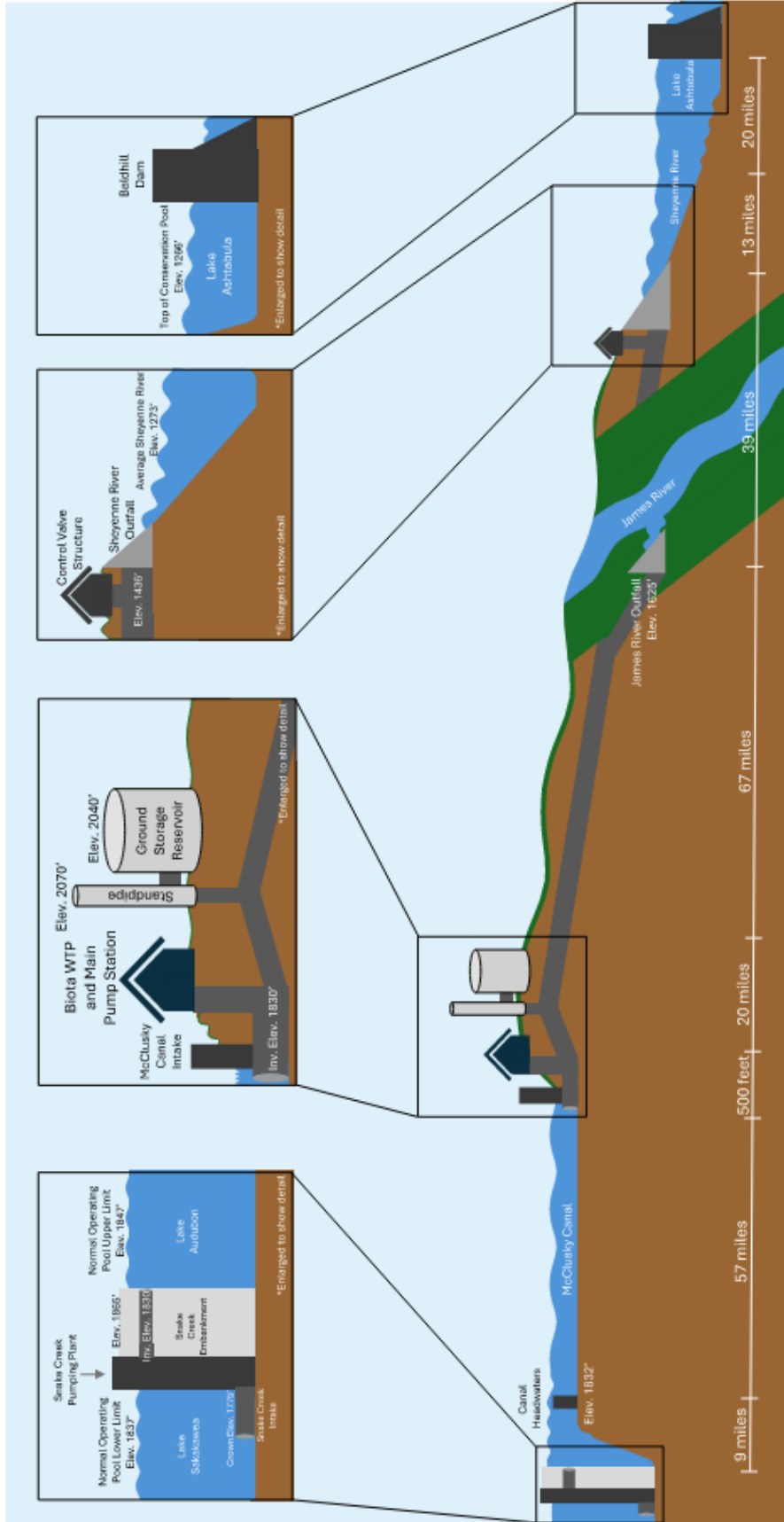


Figure 2 – Conceptual Hydraulic Profile of the Red River Valley Water Supply Project

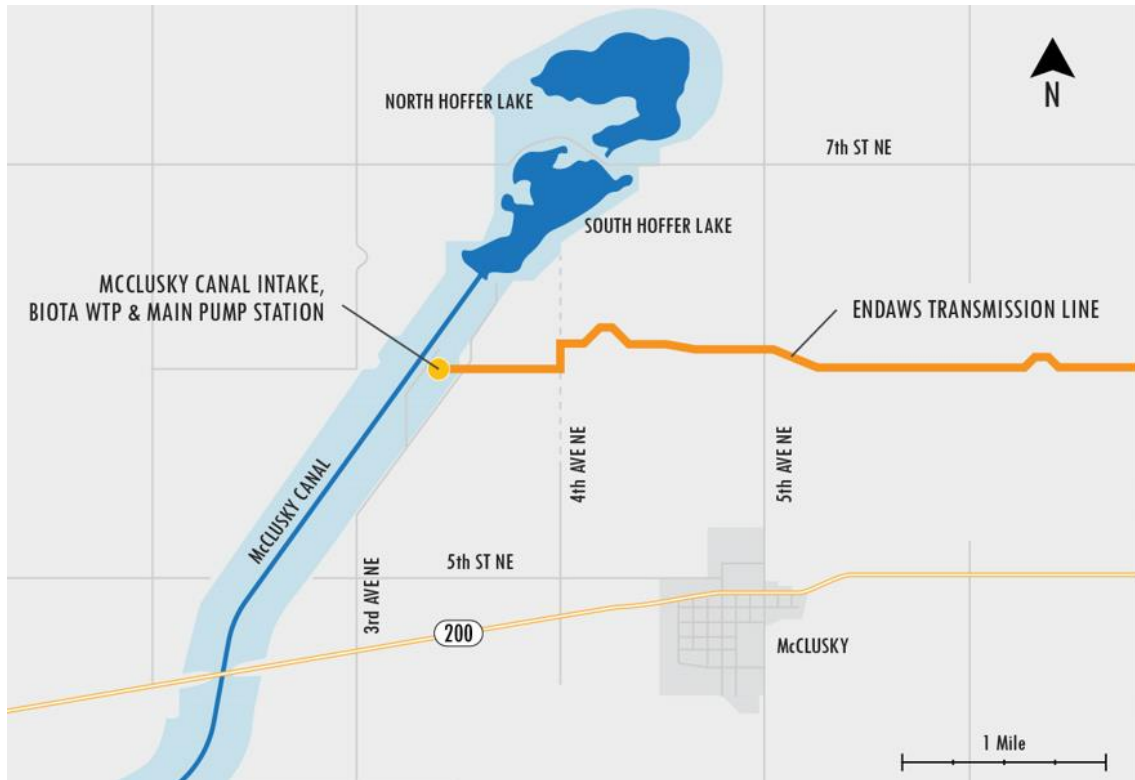


Figure 3 Relationship of the BWTP Site to McCluskey, ND



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

### Summary of the Work Included This Project

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

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

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

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

## 2.2 Project Scope

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

## 2.3 Project Budget and Funding

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

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

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

## 2.4 Project Permits and Approvals

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

## 2.5 Project Schedule

Table 2 illustrates the currently anticipated overall Project schedule.

Table 2 – Project Schedule

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

| Critical Task                  | Approximate Date |
|--------------------------------|------------------|
| Commissioning/Final Completion | October 2033     |

### 3 CMAR Services

#### 3.1 General

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

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

#### 3.2 Roles and Responsibilities

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

**TABLE 3 – Delineation of OWNER and CMAR Responsibilities**

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

| Role                               | Owner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CMAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preconstruction Services (Phase I) | <ul style="list-style-type: none"> <li>• Manage interface between design and construction teams</li> <li>• Review Phase I deliverables and submissions</li> <li>• Furnish existing studies and data including record drawings, preliminary studies, etc.</li> <li>• Provide access to site/easements</li> <li>• Obtain government approvals and permits for which the Owner is responsible</li> <li>• Review Phase II Construction Price Proposals; negotiate Phase II Construction Price Amendments in</li> <li>• good faith</li> </ul> | <ul style="list-style-type: none"> <li>• 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</li> <li>• Conduct a value engineering exercise to identify potential cost saving ideas.</li> <li>• Prepare and maintain a Project schedule based on the preliminary design and update the project schedule during the 60% and 90% design.</li> <li>• Develop and maintain a risk register.</li> <li>• Provide constructability input during Phase I</li> <li>• Prepare equipment and subcontract procurement plan</li> <li>• Develop Phase II Construction Price Proposals, negotiate Phase II Construction Price Amendments in good faith</li> <li>• Provide additional Owner-requested, Project-specific services necessary for Project success.</li> </ul> |

| Role                                 | Owner                                                                                                                                                                                                                                                                                                                                                                                  | CMAR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Construction Services (Phase II)     | <ul style="list-style-type: none"> <li>• Participate in construction Project meetings</li> <li>• Monitor construction activities</li> <li>• Coordination of engineering services during construction</li> <li>• Ensure timely responses to construction submittals and RFI responses (e.g., submittals, requests for information, notices, etc.) as defined in the contract</li> </ul> | <ul style="list-style-type: none"> <li>• Deliver constructed Work</li> <li>• Manage self-performing and subcontracted Work</li> <li>• Manage craft labor</li> <li>• Manage submittal and Request for Information (RFI) processes</li> <li>• Maintain site safety and security</li> <li>• Coordination with Design Engineer</li> <li>• Obtain government approvals and permits for which the CMAR is responsible</li> <li>• Provide warranty coverage for constructed Work</li> </ul> |
| Commissioning and Startup (Phase II) | <ul style="list-style-type: none"> <li>• Participate in the early development of the facility commissioning plan with responsibilities clearly delineated</li> <li>• Manage Design Engineer's preparation of facility O&amp;M manual</li> <li>• Engage meaningfully in commissioning, startup, and training activities and prepare for hand-off from CMAR</li> </ul>                   | <ul style="list-style-type: none"> <li>• Work cooperatively with Owner and Design Engineer for startup and commissioning.</li> <li>• Work primarily on functional testing of facility equipment</li> <li>• Provide timely and complete submission of manufacturer's equipment O&amp;M materials</li> <li>• Provide an overall Facility O&amp;M Manual</li> </ul>                                                                                                                     |

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](http://www.questcdn.com). You may download the digital documents for \$50 by inputting Quest Project No. 9923883 on the website's project search page. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free registration, downloading, and working with this digital project information.

### 4.2 Communications and Owner Contact

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

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

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

### 4.3 Procurement Schedule

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

### 4.4 Mandatory Pre-Proposal Meeting and Site Tour

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

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

#### **4.5 Proposals**

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

#### **4.6 Modifications to Proposals**

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

## 5 Proposal Submission Requirements

### 5.1 Submittal Place and Deadline

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

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

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

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

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

### 5.2 Submission Format

The Proposal shall be formatted as follows:

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

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

Proposer Name

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

Date of Submittal

### 5.3 Submission Content

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

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

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

### 5.3.1 Transmittal Letter

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

### 5.3.2 Part 1—Executive Summary

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

### 5.3.3 Part 2—CMAR Profile and Key Firms

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

#### CMAR Profile

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

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

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

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

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

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

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

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

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

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

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

### Key Firms

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

### **5.3.4 Part 3—Project Team Structure and Key Personnel**

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

### Project Team Structure

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

### Key Personnel Experience and Qualifications

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

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

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

### 5.3.5 Part 4—Relevant Project Experience

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

### 5.3.6 Part 5—Project Approach

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

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

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

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

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

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

### 5.3.8 Appendix A—Not Used

### 5.3.9 Appendix B—Supporting Financial and Company Documentation

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

### **5.3.10 Appendix C—Resumes**

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

### **5.3.11 Appendix D—Pricing Information Forms**

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

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

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

## **6 Proposal Evaluation and Selection**

### **6.1 General**

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

### **6.2 Responsiveness**

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

### **6.3 Minimum Requirements (Pass/Fail)**

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

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

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

## 6.4 Interviews

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

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

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

## 6.5 Evaluation Criteria

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Transmittal Letter</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Not Scored</b> |
| <b>Part 1—Executive Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Not Scored</b> |
| <b>Part 2—CMAR Profile and Key Firms</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>10%</b>        |
| <ul style="list-style-type: none"> <li>• Scored Criteria             <ul style="list-style-type: none"> <li>○ CMAR Profile                 <ul style="list-style-type: none"> <li>▪ General information</li> <li>▪ CMAR legal structure</li> <li>▪ Safety</li> </ul> </li> <li>○ Key Firms                 <ul style="list-style-type: none"> <li>▪ General information</li> <li>▪ Safety</li> </ul> </li> </ul> </li> <li>• Pass/Fail Criteria—Appendix B—Supporting Financial and Company Documentation             <ul style="list-style-type: none"> <li>○ Financial condition</li> <li>○ Performance and payment bonds</li> <li>○ Insurance</li> <li>○ Legal proceedings and judgments (Appendix F)</li> <li>○ Completion of contracts</li> <li>○ Debarment</li> <li>○ Licenses</li> </ul> </li> </ul> | <b>Pass/Fail</b>  |
| <b>Part 3—Project Team Structure and Key Personnel</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>20%</b>        |
| <ul style="list-style-type: none"> <li>• Project Team structure</li> <li>• Key Personnel experience and qualifications</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |
| <b>Part 4—Relevant Project Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>15%</b>        |
| <ul style="list-style-type: none"> <li>• Performance history and experience</li> <li>• Relevant project experience</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |

**Part 5—Project Approach**

15%

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

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

The interview will be scored as shown below.

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

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

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

## 6.6 Selection

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

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

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

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

## 6.7 Selection Committee

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

## **7 Conditions for Proposers**

### **7.1 Owner Rights and Authority**

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

### **7.2 Ineligible Firms and Individuals**

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

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

### **7.3 Proprietary Information**

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

### **7.4 Rights of the Owner**

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

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

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

## **7.5 Obligation to Keep Project Team Intact**

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

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

## **7.6 Addenda**

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

## **7.7 Protests**

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

## Attachment A—Definition of Terms

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

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

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

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

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

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

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

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

**Owner**— Garrison Diversion Conservancy District.

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

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

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

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

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

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

## Attachment B—Scope of CMAR Services

### Phase I Service

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

### Task 1—Project Management

CMAR will:

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

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

## **Task 2 - Design Support/Value Engineering**

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

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

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

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

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

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

The desired VE outcome is to:

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

### **Task 3—Cost Model and Risk Register Development**

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

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

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

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

## **Task 4—Schedule Development**

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CMAR will:

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

### **Task 5—Procurement Plan Development**

CMAR will:

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

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

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

### **Task 6—Phase II Construction Price Proposal Development**

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

### **Phase II Services – not edited**

Phase II construction services will include the following:

### **Task 1—Project Management**

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

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

## Task 2—Construction

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

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

## **Attachment C—Draft CMAR Contracts and General Conditions**

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

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

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

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

- U.S. Bureau of Reclamation Supplemental Provisions

Revised 10/11/2022

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

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

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

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

## Definitions

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

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

- Drywall.

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

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

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

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

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

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

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

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

## Attachment D—Index of Project Background Documents

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

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

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

## Attachment E—Pricing Information Form

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

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

## Pricing Information Form

### Phase I – Preconstruction Phase Services

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

Phase I Services Fee Table

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

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

## CMAR Fee

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

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

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

CMAR Name: \_\_\_\_\_

Signed by (Authorized Agent): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Task Order Effective Date: October 1, 2026

**TASK ORDER EXECUTIVE SUMMARY**

**REQUEST**

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

**NEED AND BENEFIT**

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

**TASK ORDER SUMMARY**

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

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

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

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

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

## TASK ORDER OVERVIEW

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

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

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

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

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

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

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

**Special Services** includes engineering work tasks as follows:

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

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

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

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

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

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

## PROJECT SCHEDULE

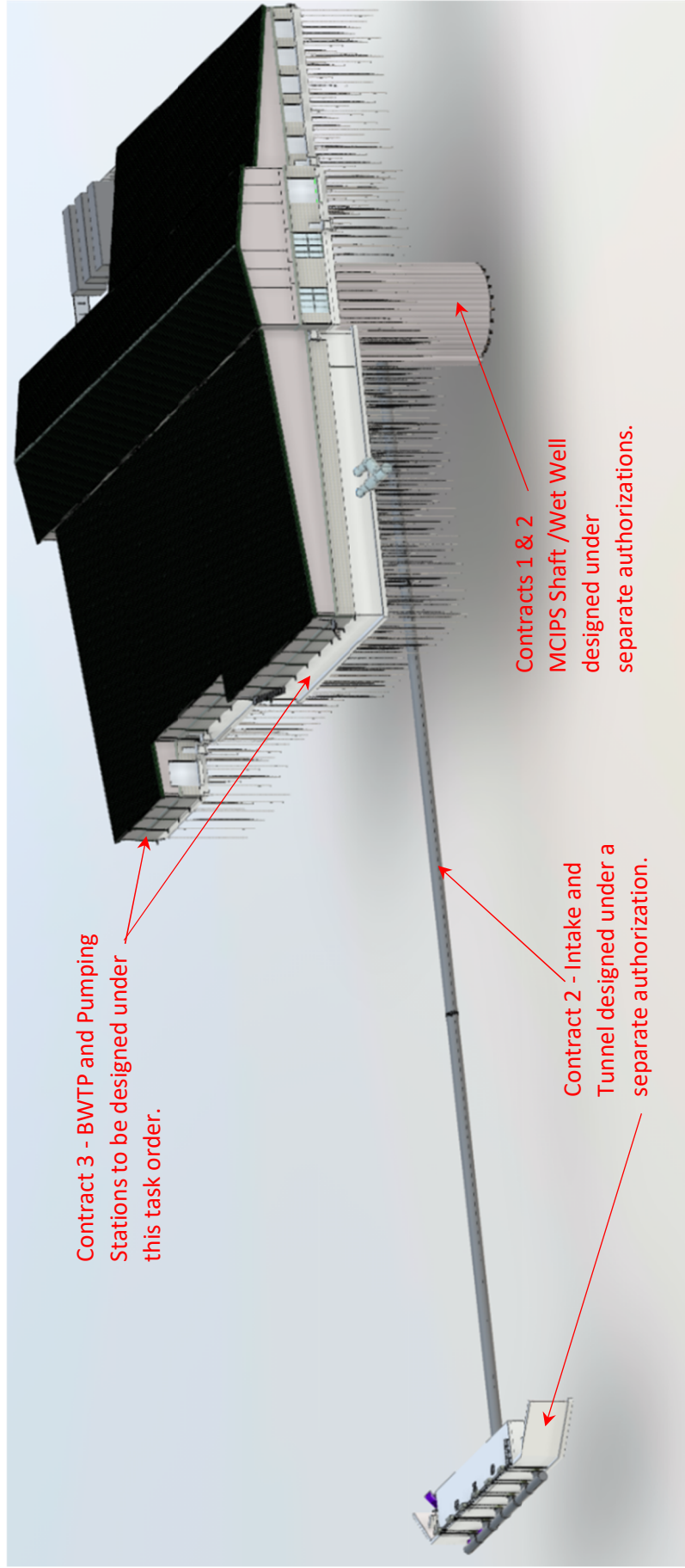
Basic and Special Services discussed herein are expected to begin as soon as the Task Order is executed with services extending through December 2028. A schedule refinement is expected once the CMAR is engaged and has formulated an approach to deliver the construction work.

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

Task Order Effective Date: October 1, 2026

**TASK ORDER EXECUTIVE SUMMARY**

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





### Black & Veatch Corporation

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

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

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

Effective Date – October 1, 2026

Content of this Task Order is as follows:

|                                                              |    |
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### 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

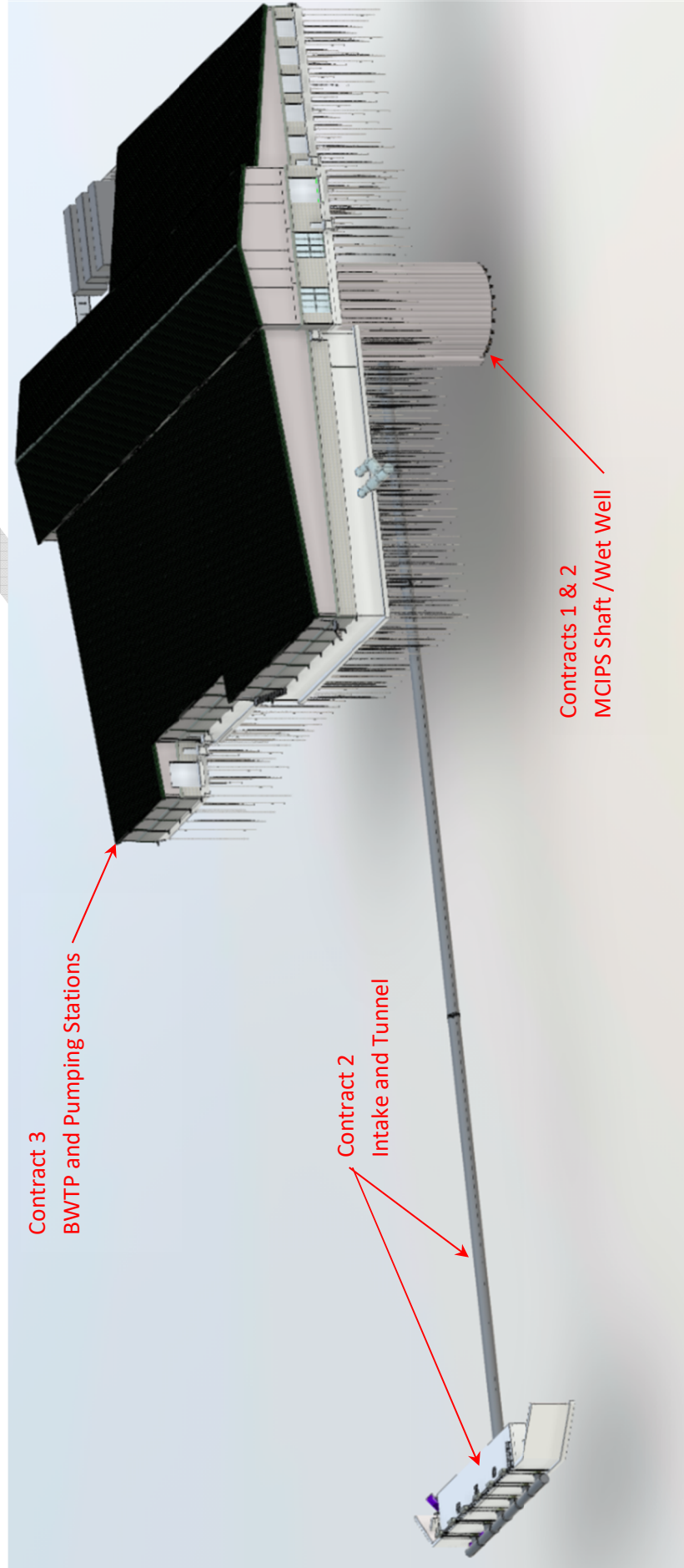
1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the BWTP, MPS, and final sitework (Contract 3). Figure 1 shows an isometric view of the BWTP facilities from the 3D model developed during preliminary design. Items included in this task order and other BWTP construction 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: \_\_\_\_\_

## **Supplement to RRVWSP Black and Veatch Task Order 9610**

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

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

### Scope of Work

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

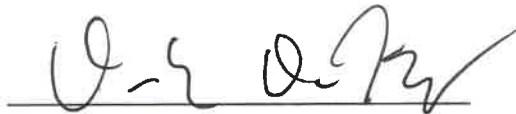
### Performance of Work

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

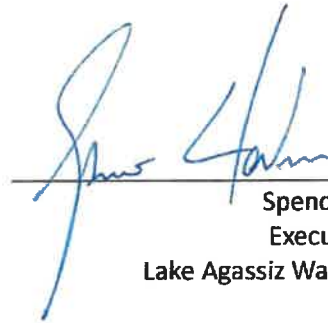
of contact on all communications of substance relative to his efforts at the legislature, including strategy sessions and reporting. If Mr. Bogar reports on meetings with legislators during video conferences, he will make all reasonable efforts to include both points of contact from Garrison Diversion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

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

As agreed to by:



Duane DeKrey  
General Manager  
Garrison Diversion Conservancy District



Spencer Halvorson  
Executive Director  
Lake Agassiz Water Authority



2025-27 Expanded Biennium Workplan

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

September 28, 2026

| No. | Scope of Work                                                                                                                                                                                                                                           |  | Feature                                                                                                                                                              | Date Task Orders<br>Auth        | Note                                      | Funding<br>Source | 2025-27 Bien ENDAWS Project Development<br>Budget<br>(mil \$) |                |                 |                | 2025-27 Biennium RRVWSP<br>Project Development Budget<br>(mil \$) |              |              |         | 2025-27 Biennium ENDAWS Project<br>Construction Budget<br>(mil \$) <sup>1,2,3</sup> |                 |                |          | 2025-27 Biennium RRVWSP<br>Project Construction Budget<br>(mil \$) <sup>1,2,3</sup> |                 |         |  |  |  |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------|-------------------|---------------------------------------------------------------|----------------|-----------------|----------------|-------------------------------------------------------------------|--------------|--------------|---------|-------------------------------------------------------------------------------------|-----------------|----------------|----------|-------------------------------------------------------------------------------------|-----------------|---------|--|--|--|--|
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   | Total                                                         | Federal<br>75% | State<br>18.75% | Local<br>6.25% | Total                                                             | State<br>75% | Local<br>25% | Total   | Federal<br>75%                                                                      | State<br>18.75% | Local<br>6.25% | Total    | State<br>75.00%                                                                     | Local<br>25.00% |         |  |  |  |  |
|     | <b>Garrison Diversion Conservancy District Budget</b>                                                                                                                                                                                                   |  | Garrison Diversion's costs for the RRVWSP.                                                                                                                           | --                              | GDGD                                      | RRVWSP            |                                                               |                |                 |                | \$ 1.00                                                           | \$ 0.75      | \$ 0.25      |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 1.  | Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here.<br>Need: Budget allocation for GDGD direct costs associated with the Red River Valley Water Supply Project.                 |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
|     | <b>Property, Easements, and Crop Damage Payments<sup>4</sup></b>                                                                                                                                                                                        |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 2.  | Scope: Crop damage payments to landowners and easement costs.<br>Need: Treat landowners right and live up to commitments.                                                                                                                               |  | Easements for Washburn transmission main. Pay for crop damages program wide.                                                                                         | --                              | Crp Dmg                                   | RRVWSP            | \$ 1.82                                                       | \$ 1.37        | \$ 0.46         |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
|     | <b>Red River Valley Transmission Pipeline Contract 6B</b>                                                                                                                                                                                               |  | 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<br>Dec-25<br>Feb-26      | TO5562<br>Prof Svcs<br>Const,<br>2028 Fin | RRVWSP            |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 3.  | Scope: Pipeline installation, including construction phase engineering services by Engineer.<br>Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.                                          |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 5.86  | \$ 4.39                                                                             | \$ 1.46         |         |  |  |  |  |
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 61.01 | \$ 45.76                                                                            | \$ 15.25        |         |  |  |  |  |
|     | <b>Red River Valley Transmission Pipeline Contract 6C</b>                                                                                                                                                                                               |  | 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<br>Dec-25<br>Feb-26      | TO5563<br>Prof Svcs<br>Const,<br>2028 Fin | RRVWSP            |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 4.  | Scope: Pipeline installation, including construction phase engineering services by Engineer.<br>Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.                                          |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 6.20  | \$ 4.65                                                                             | \$ 1.55         |         |  |  |  |  |
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 64.73 | \$ 48.55                                                                            | \$ 16.18        |         |  |  |  |  |
|     | <b>Red River Valley Transmission Pipeline Contract 7A</b>                                                                                                                                                                                               |  | 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<br>Dec-25<br>Feb-26      | TO5571<br>Prof Svcs<br>Const,<br>2028 Fin | RRVWSP            |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 5.  | Scope: Pipeline installation, including construction phase engineering services by Engineer.<br>Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.                                          |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 5.67  | \$ 4.25                                                                             | \$ 1.42         |         |  |  |  |  |
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 58.96 | \$ 44.22                                                                            | \$ 14.74        |         |  |  |  |  |
|     | <b>ENDAWS BWTP Ct 3 Final Design &amp; Procurement Services</b>                                                                                                                                                                                         |  | 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<br>Oct-26                | Prof Svcs                                 | MR&I              | \$ 16.02                                                      | \$ 12.01       | \$ 3.00         | \$ 1.00        |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 6.  | Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station.<br>Need: Complete design so bids can be obtained for constructing the facilities.                                                               |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
|     | <b>MO River Pumping Sta, Trans Main, &amp; Utilities Ext Ct 3</b>                                                                                                                                                                                       |  | Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.                                   | TO2240/Aug-26<br>1Q27           | Prof Svcs<br>Prof Svcs                    | RRVWSP<br>RRVWSP  | \$ 0.10                                                       | \$ 0.08        | \$ 0.03         |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
| 7.  | Scope: Washburn BRIC grant assistance. Final design, construction, and construction phase services for pumping station and transmission pl for Washburn.<br>Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn. |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |
|     | <b>ENDAWS BWTP Ct 1 Site Dev &amp; Wet Well Excavation</b>                                                                                                                                                                                              |  | Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.           | TO2650/2550<br>Aug-26<br>Oct-26 | Prof Svcs<br>Const                        | MR&I<br>MR&I      |                                                               |                |                 |                |                                                                   |              |              | \$ 2.13 | \$ 1.60                                                                             | \$ 0.40         | \$ 0.13        |          |                                                                                     |                 |         |  |  |  |  |
| 8.  | Scope: Construction and construction phase services for initial project at greenfield site.<br>Need: Prepare site and ready it for future construction of the biota water treatment plant.                                                              |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                | \$ 20.36 | \$ 15.27                                                                            | \$ 3.82         | \$ 1.27 |  |  |  |  |
|     |                                                                                                                                                                                                                                                         |  |                                                                                                                                                                      |                                 |                                           |                   |                                                               |                |                 |                |                                                                   |              |              |         |                                                                                     |                 |                |          |                                                                                     |                 |         |  |  |  |  |



2025-27 Expanded Biennium Workplan

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

September 28, 2026

| No. | Scope of Work                                                                                                                          | Feature                                                                                                                                                                                                         | Date Task Orders Auth   | Note                   | Funding Source   | 2025-27 Bien ENDAWS Project Development Budget (mil \$) |             |              |             | 2025-27 Biennium RRVWSP Project Development Budget (mil \$) |           |           | 2025-27 Biennium ENDAWS Project Construction Budget (mil \$) <sup>1,2,3</sup> |             |              |             | 2025-27 Biennium RRVWSP Project Construction Budget (mil \$) <sup>1,2,3</sup> |              |              |
|-----|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------|------------------|---------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------------------------|--------------|--------------|
|     |                                                                                                                                        |                                                                                                                                                                                                                 |                         |                        |                  | 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                                                                                         |                                                                                                                                                                                                                 |                         |                        |                  | \$ 1.02                                                 | \$ 0.77     | \$ 0.19      | \$ 0.06     |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Scope: Final design services and bidding assistance for second construction project at the facilities site.                            | Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell.                                                                                            | TO2360/2660             | Prof Svcs              | MR&I             |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Need: Complete specialty work ahead of the main biota water treatment plant construction.                                              | Concrete shaft liner inside circular shaft excavated under Ct 1.                                                                                                                                                | 2Q27<br>4Q26            | Const<br>Prof Svcs     | MR&I             |                                                         |             |              |             |                                                             |           |           | \$ 19.00                                                                      | \$ 14.25    | \$ 3.56      | \$ 1.19     |                                                                               |              |              |
| 10. | ENDAWS BWTP Ct 4 Power Supply                                                                                                          |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           | \$ 1.90                                                                       | \$ 1.43     | \$ 0.36      | \$ 0.12     |                                                                               |              |              |
|     | Scope: Planning, design, and equipment procurements for power supply to the site adjacent to the McClusky Canal.                       | Electrical system planning, environmental studies, land acquisition tasks to support a new power supply to the biota water treatment plant and the biota water treatment plant and associated pumping stations. | TO3240/Aug-26<br>Mar-27 | Prof Svcs<br>WAPA      | OBBBA<br>OBBBA   | \$ 0.70                                                 | \$ 0.52     | \$ 0.13      | \$ 0.04     |                                                             |           |           | \$ 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                                                                                        |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.               | 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<br>Sep-25       | Prof Svcs              | RRVWSP           |                                                         |             |              |             | \$ 0.69                                                     | \$ 0.52   | \$ 0.17   |                                                                               |             |              |             |                                                                               |              |              |
|     | Need: Create greater efficiency and documentation for significant amount of construction related documents.                            |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
| 12. | Program Management Support                                                                                                             |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.                          | Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.                                                        | TO 1610<br>Apr-26       | Prof Svcs              | 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                                                                                                |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.                              | 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<br>Apr-26       | Prof Svcs              | 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                                                                                                           |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.                            | Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.                                                                         | TO 1620<br>Apr-26       | Prof Svcs<br>Prof Svcs | RRVWSP<br>RRVWSP | \$ 0.17                                                 | \$ 0.12     | \$ 0.04      |             | \$ 0.17                                                     | \$ 0.12   | \$ 0.04   |                                                                               |             |              |             |                                                                               |              |              |
|     | Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.                                       |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             | \$ 1.33                                                     | \$ 1.00   | \$ 0.33   |                                                                               |             |              |             |                                                                               |              |              |
| 15. | Financial Planning Support (combined with Item 13)                                                                                     |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |
|     | Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.                      | Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.                                        | Apr-26                  | Prof Svcs              |                  | \$ -                                                    | \$ -        | \$ -         |             | \$ -                                                        | \$ -      | \$ -      |                                                                               |             |              |             |                                                                               |              |              |
|     | Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.                         |                                                                                                                                                                                                                 |                         |                        |                  |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |              |

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2025-27 Expanded Biennium Workplan

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

September 28, 2026

| No.                      | Scope of Work                                                                                                                                                                                              | Feature                                                                                                                                                                  | Date Task Orders Auth | Note      | Funding Source | 2025-27 Bien ENDAWS Project Development Budget (mil \$) |             |              |             | 2025-27 Biennium RRVWSP Project Development Budget (mil \$) |           |           |           | 2025-27 Biennium ENDAWS Project Construction Budget (mil \$) <sup>1,2,3</sup> |              |             |           | 2025-27 Biennium RRVWSP Project Construction Budget (mil \$) <sup>1,2,3</sup> |              |             |  |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|----------------|---------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------|-----------|-----------|-----------|-------------------------------------------------------------------------------|--------------|-------------|-----------|-------------------------------------------------------------------------------|--------------|-------------|--|
|                          |                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | Total                                                   | Federal 75% | State 18.75% | Local 6.25% | Total                                                       | State 75% | Local 25% | Total     | Federal 75%                                                                   | State 18.75% | Local 6.25% | Total     | Federal 75%                                                                   | State 18.75% | Local 6.25% |  |
| 16.                      | ENDAWS Transmission Pipeline Contract 3                                                                                                                                                                    | 10.7+/- mi of 72" pipe. Pipeline extends east from Contract 2B to a termination point 4 miles east of Hurd'sfield.                                                       | TO5535/5635           |           |                |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Scope: Pipeline installation, including construction phase engineering services by Engineer.                                                                                                               |                                                                                                                                                                          | 4Q26                  | Const     | OBBBA          |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Need: Continue progress of transmission pipeline installation for completion of program by the target end date.                                                                                            |                                                                                                                                                                          | 4Q26                  | Prof Svcs | OBBBA          |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| 17.                      | ENDAWS Transmission Pipeline Contract 2B                                                                                                                                                                   | 5+/- mi of 72" pipe and 96" tunnel(s). Pipeline extends east from Contract 2A to a termination point east of the Sheridan/Wells County line (24th Ave SE).               | TO5526/5626           |           |                |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Scope: Pipeline installation, including construction phase engineering services by Engineer.                                                                                                               |                                                                                                                                                                          | 4Q26                  | Const     | OBBBA          |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Need: Continue progress of transmission pipeline installation for completion of program by the target end date.                                                                                            |                                                                                                                                                                          | 4Q26                  | Prof Svcs | OBBBA          |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| 18.                      | ENDAWS BWTP Cl 3 CMAR Part I                                                                                                                                                                               | Plan for building a 165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements. Chloramines for residual disinfectant in pipeline. | 1Q27                  | Const     | MR&I           |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Scope: Part I planning, scheduling, constructability reviews, cost estimating services, value engineering services prior to negotiation of a guaranteed maximum price by the Construction Manager at-Risk. |                                                                                                                                                                          |                       |           |                |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | 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    |                                                         |             |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.                                                                                     |                                                                                                                                                                          |                       |           | MR&I           | \$ 0.86                                                 | \$ 0.64     |              |             | \$ 0.79                                                     | \$ 0.28   | \$ 0.51   |           |                                                                               |              |             |           |                                                                               |              |             |  |
|                          | Need: Address and pay for changes that are sure to occur.                                                                                                                                                  |                                                                                                                                                                          |                       |           | OBBBA          | \$ 0.03                                                 | \$ 0.03     |              |             |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| 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       |             | Projects                                                    |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| Federal (MR&I)           |                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | \$ 50.00                                                | \$ -        | \$ 50.00     | \$ 46.07    |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| Federal (OBBBA)          |                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | \$ 100.00                                               | \$ -        | \$ 100.00    | \$ 93.05    |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| State                    |                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | \$ 205.00                                               | \$ -        | \$ 205.00    | \$ 192.35   |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| Local                    |                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | \$ 68.33                                                | \$ -        | \$ 68.33     | \$ 64.12    |                                                             |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |
| Grand Total              |                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | \$ 423.33                                               | \$ -        | \$ 423.33    | \$ 395.58   | \$ 423.33                                                   |           |           |           |                                                                               |              |             |           |                                                                               |              |             |  |

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



## 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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#### 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: \_\_\_\_\_

| <div></div> |                                                                                                                                                          |                                                                                                                                                                      |                       |                 |                |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------|----------------|---------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------------------------|--------------|--------------------|
| 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 \$) <sup>1,2,3</sup> |             |              |             | 2025-27 Biennium RRVWSP Project Construction Budget (mil \$) <sup>1,2,3</sup> |              |                    |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                          |                                                                                                                                                                      |                       |                 |                | 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.                                                                                                                                                                                                                                                                 | <b>Garrison Diversion Conservancy District Budget</b>                                                                                                    | 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.                                                                                                                                                                                                                                                                 | <b>Property, Easements, and Crop Damage Payments<sup>4</sup></b>                                                                                         | 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.                                                                                                                                                                                                                                                                 | <b>Red River Valley Transmission Pipeline Contract 6B</b>                                                                                                | 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 Svcs       |                |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |                    |
|                                                                                                                                                                                                                                                                    | 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.                                                                                                                                                                                                                                                                 | <b>Red River Valley Transmission Pipeline Contract 6C</b>                                                                                                | 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 Svcs       |                |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |                    |
|                                                                                                                                                                                                                                                                    | 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.                                                                                                                                                                                                                                                                 | <b>Red River Valley Transmission Pipeline Contract 7A</b>                                                                                                | 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 Svcs       |                |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |                    |
|                                                                                                                                                                                                                                                                    | 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.                                                                                                                                                                                                                                                                 | <b>ENDAWS BWTP Ct 3 Final Design &amp; Procurement Services</b>                                                                                          | 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 Svcs       | 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.                                                                                                                                                                                                                                                                 | <b>MO River Pumping Sta, Trans Main, &amp; Utilities Ext Ct 3</b>                                                                                        | Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.                                   | TO2240/Aug-26         | Prof Svcs       | 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 Svcs       | RRVWSP         |                                                         |             |              |             | \$ 0.30                                                     | \$ 0.23   | \$ 0.08   |                                                                               |             |              |             |                                                                               |              |                    |
|                                                                                                                                                                                                                                                                    | Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.                                                              |                                                                                                                                                                      |                       |                 |                |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |                    |
| 8.                                                                                                                                                                                                                                                                 | <b>ENDAWS BWTP Ct 1 Site Dev &amp; Wet Well Excavation</b>                                                                                               | Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.           | TO2650/2550           | Prof Svcs       | 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     |                                                                               |              |                    |

| <div></div> |                                                                                                                                        |                                                                                                                                                                             |                       |               |                |                                                         |             |              |             |                                                             |           |           |                                                                               |             |              |             |                                                                               |              |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------|----------------|---------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------------|-------------|--------------|-------------|-------------------------------------------------------------------------------|--------------|--------------------|
| 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 \$) <sup>1,2,3</sup> |             |              |             | 2025-27 Biennium RRVWSP Project Construction Budget (mil \$) <sup>1,2,3</sup> |              |                    |
|                                                                                                                                                                                                                                                                    |                                                                                                                                        |                                                                                                                                                                             |                       |               |                | 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.                                                        | 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.                            | Concrete shaft liner inside circular shaft excavated under Ct 1.                                                                                                            | 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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| 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 \$) <sup>1,2,3</sup> |             |              |             | 2025-27 Biennium RRVWSP Project Construction Budget (mil \$) <sup>1,2,3</sup> |              |                    |  |
|                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                | 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<br>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<br>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<br>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<br>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<br>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.                                                        |                                                                                                                                                                                                                                            |                                                                                                                                                                          |                       |           |                |                                                         |             |              |             |                                                             |           |                                                                                     |                                                                               |             |              |             |                                                                               |              |                    |  |



## 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 \$) <sup>1,2,3</sup> |           |           |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|---------------------------------------------------------|-------------|-----------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------|-----------|-----------|
|     |                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                         |                       |           | Total                                                   | Fed/Sta 75% | Local 25% | Total                                                       | State 75% | Local 25% | Total                                                                   | State 75% | Local 25% |
| 1.  | <b>Garrison Diversion Conservancy District Budget</b>                                                                                                                                                                                     | 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.<br>Need: Budget allocation for GDCCD direct costs associated with the Red River Valley Water Supply Project.      |                                                                                                                                                                                                                                         |                       |           |                                                         |             |           | \$ 1.00                                                     | \$ 0.75   | \$ 0.25   |                                                                         |           |           |
| 2.  | <b>Property, Easements, and Crop Damage Payments<sup>4</sup></b>                                                                                                                                                                          | Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage. | Series D              | RRVWSP    |                                                         |             |           | \$ 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.  | <b>Transmission Pipeline East Contract 5C</b>                                                                                                                                                                                             | 8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.                                                                              | Series D              | 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.  | <b>Transmission Pipeline East Contract 5D</b>                                                                                                                                                                                             | 10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.                                                                    | Series D              | 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.  | <b>RRV Transmission Pipeline Contract 6A</b>                                                                                                                                                                                              | 6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.                                                          | Series D              | 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.  | <b>ENDAWS Transmission Pipeline Contract 3</b>                                                                                                                                                                                            | 11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.                                                                                         | Series D              | 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.  | <b>Transmission Pipeline East Contracts 4A and 4B</b>                                                                                                                                                                                     | 27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.                                                               | Series D              | 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

(\$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 \$) <sup>1,2,3</sup> |           |           |
|-----|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------|---------------------------------------------------------|-------------|-----------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------|-----------|-----------|
|     |                                                                                                                           |                                                                                                                                                                                      |                       |                  | 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 \$) <sup>1,2,3</sup> |           |           |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------|---------------------------------------------------------|-------------|-----------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------|-----------|-----------|
|     |                                                                                                                                                          |                                                                                                                                                                                 |                       |           | 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 \$) <sup>1,2,3</sup> |           |           |          |
|----------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------|---------------------------------------------------------|-------------|-----------|-------------------------------------------------------------|-----------|-----------|-------------------------------------------------------------------------|-----------|-----------|----------|
|                      |                                                                                                                        |                                                                                                                                                                          |                       |        | Total                                                   | Fed/Sta 75% | Local 25% | Total                                                       | State 75% | Local 25% | Total                                                                   | State 75% | Local 25% |          |
| 22.                  | ENDAWS Transmission Pipeline Contract 1                                                                                | 11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2. | Series E              | Apr-25 | Prof Svcs                                               | \$ 1.95     | \$ 1.46   | \$ 0.49                                                     |           |           |                                                                         |           |           |          |
|                      | Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.                                     |                                                                                                                                                                          |                       |        |                                                         |             |           |                                                             |           |           |                                                                         |           |           |          |
|                      | Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.      |                                                                                                                                                                          |                       |        |                                                         |             |           |                                                             |           |           |                                                                         |           |           |          |
| 23.                  | Contingency                                                                                                            | Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.    | Series D              | RRVWSP | \$ -                                                    | \$ -        | \$ -      | \$ -                                                        | \$ -      | \$ -      | \$ 6.30                                                                 | \$ 4.72   | \$ 1.57   |          |
|                      | Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. |                                                                                                                                                                          |                       |        |                                                         |             |           |                                                             |           |           |                                                                         |           |           |          |
|                      | Need: Address and pay for changes that are sure to occur.                                                              |                                                                                                                                                                          | Series E              |        |                                                         |             |           |                                                             |           |           |                                                                         |           |           | MR&I     |
| TOTAL PROGRAM BUDGET |                                                                                                                        |                                                                                                                                                                          |                       |        |                                                         | \$ 15.48    | \$ 11.61  | \$ 3.87                                                     | \$ 19.02  | \$ 14.27  | \$ 4.76                                                                 | \$ 211.50 | \$ 158.62 | \$ 52.87 |

### Notes:

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

| 2025-2034 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%         |      |    |      |    |      |    |      |    |      |    |      |    |      |    |      |    |      |    |      |    |

