

GARRISON DIVERSION CONSERVANCY DISTRICT

**Executive Committee
401 Hwy 281 NE
Carrington, North Dakota**

December 18, 2025

A G E N D A

- 11:00 a.m. I. Call to Order & Pledge of Allegiance – Jay Anderson
- 11:01 a.m. II. Announcements & Introductions – Jay Anderson
- 11:02 a.m. III. Roll Call – Lisa Schafer
- 11:03 a.m. IV. **Consideration of Minutes** – Jay Anderson
- A. **>September 25, 2025**
- 11:05 a.m. V. Department of Water Resources Report – Pat Fridgen
- 11:15 a.m. VI. Public Comment Period – Jay Anderson
- 11:25 a.m. VII. Financial Report – Merri Mooridian
- A. **>*Financial Statements**
- B. **>*2025 Budget Revisions**
- C. >Budget Timeline
- 11:35 a.m. VIII. O&M Update – Ryan Anderson
- 11:40 a.m. IX. >Irrigation Update – Ryan Anderson
- A. >2025 Irrigation Map
- 11:45 a.m. X. ND Water Users/Coalition/Irrigation Assoc. Report – Dani Quissell
- A. >Policy Update
- 11:55 a.m. XI. Missouri River Joint Water Board Requests – Wade Bachmeier/Ken Royse
- A. **>*Cost Participation for Educate, Advocate and Engage Program**
- B. **>*Cost Share for Missouri River Recovery Implementation Committee**
- 12:10 p.m. ***Catered Lunch***
- 12:50 p.m. XII. Public Relations Committee – Nikki Boote/Kimberly Cook
- A. **>*2026 Strategic Communications Services Task Order GF 1.50**
- 1:00 p.m. XIII. MR&I Report
- A >MR&I Construction Reports – Duane DeKrey
- B >Water Supply Assistance Grant Program
- 1:05 p.m. XIV. Red River Valley Committee – Jason Siegert
- 1:08 p.m. XV. Red River Valley Water Supply Project Update
- A. Financial Update – Merri Mooridian
1. Interim Financing Agreement Series F
- B. Engineering & Construction Update – Kip Kovar
1. 2025 Review
2. 2026 Preview

- C. **Construction Change Orders** – Kip Kovar
 - 1. >***Change Order No. 7 – Garney Construction**
 - 2. >***Change Order No. 2 – Oscar Renda Contracting**
- D. **Construction Bid Awards** – Kip Kovar
 - 1. >***Contract 6B and Contract 6C**
 - 2. >***Contract 7A**
- E. >***Construction Phase Services Task Order 5662** – Kurt Ronnekamp
- F. Work Plan Updates – Kip Kovar
 - 1. >2023-2025 Biennium Work Plan
 - 2. >***2025-2027 Revised Draft Biennium Work Plan**
- G. ***Treatment Plant Power Supply Recommendation/Approval** – Paul Boersma
- H. >Program Schedule – Kurt Ronnekamp
- 2:20 p.m. XVI. LAWA Update – Brent Bogar
 - A. Assurance Policy
 - B. >TAC & FAC Committee List
- 2:25 p.m. XVII. 2025 Garrison Diversion Accomplishments (*handout*)
- 2:30 p.m. XVIII. **2026 Draft Garrison Diversion Work Plan** (*handout*)
- 2:40 p.m. XIX. General Manager's Report – Duane DeKrey
 - A. Burleigh County Commission
 - B. Bureau of Reclamation Meeting Recap
 - C. LAWA Staffing Proposal (*handout*)
 - D. Executive Committee Election
- 2:55 p.m. XX. Upcoming Events – Jay Anderson
 - A. Garrison Diversion Meetings
 - 1. >2025 & 2026 Meeting Dates
 - B. LAWA Board Meeting – January 13, Fargo
 - C. Red River Basin Commission Conference – January 13-15, Winnipeg
 - D. LAWA Board Meeting – February 10, Fargo
 - E. Rural Water Expo – February 10-12, Fargo
 - F. State Water Commission Meeting – February 12, Bismarck
 - G. Groundwater Mngmt. Dist. Assoc. Conf. – March 2-5, New Mexico
 - H. State Water Commission Meeting – April 9, Bismarck
 - I. NWRA Federal Affairs Conference – April 27-29, Washington, DC
- 2:58 p.m. XXI. Other – Jay Anderson
- 3:00 p.m. XXII. Adjourn

Bold is an Action Item

*** is a Roll Call Vote**

GARRISON DIVERSION CONSERVANCY DISTRICT

EXECUTIVE COMMITTEE

**Garrison Diversion Conservancy District
Carrington, North Dakota
September 25, 2025**

A meeting of the Garrison Diversion Conservancy District Executive Committee was held on September 25, 2025, at the Garrison Diversion headquarters in Carrington, North Dakota. The meeting was called to order by Chairman Jay Anderson at 11 a.m.

MEMBERS PRESENT

Chairman Jay Anderson
Vice Chairman Greg Bischoff
Second Vice Chairman Jeff LeDoux
Director Dave Anderson
Director Bruce Klein
Director Larry Kassian
Director Brian Orn
Director Jason Siegert
Director Mike Tweed
Director Alan Walter
Secretary Duane DeKrey

MEMBERS ABSENT

Director Nikki Boote

ANNOUNCEMENTS AND INTRODUCTIONS

Chairman Anderson called on others in the audience to introduce themselves.

OTHERS PRESENT

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

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

PUBLIC COMMENT PERIOD

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

READING OF THE MINUTES

Motion by Director Kassian to dispense with a reading of the June 19, 2025, Executive Committee meeting minutes and approve them as distributed. Second by Director Klein. Upon voice vote, motion carried.

FINANCIAL REPORT

Financial Statements - - Merri Mooridian, Administrative Officer, Garrison Diversion, reviewed the financial statements for the period of January 1 through August 31, 2025 (Annex II).

Revenues through August 31 are broken out as follows: General Fund \$5,424,203; Irrigation Fund \$243,222; MR&I \$6,494,338; Operations and Maintenance \$3,146,776; and Red River Valley Water Supply Project \$56,055,372.

Expenditures were: General Fund \$2,851,863; Irrigation Fund \$266,175; MR&I \$6,472,815; Operations & Maintenance \$2,660,235; and Red River Valley Water Supply Project \$55,088,202.

Total income budget for 2025 is \$162,052,982. Income received through August for all funds is \$71,363,912 or 44% of budget.

The expected expense budget for 2025 including transfers in and out is \$162,691,571. The amount expended is \$67,994,036 or 41.8% of budget.

Ms. Mooridian next reviewed the detailed expenses by category in each of the Garrison Diversion funds.

Garrison Diversion reserve accounts total \$9,059,865.

The balance of funds held at Bank of North Dakota is \$7,740,679; First International Bank & Trust \$12,580,160; Gate City Bank \$7,842,547 and Bravera \$3,949,930.

Motion by Director Tweed to accept the Garrison Diversion financial statements for the period of January 1 through August 31, 2025. Second by Director D. Anderson. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kassian, Klein, LeDoux, Orn, Siegert, Tweed and Walter. Directors voting nay: none. Absent: Boote. Motion carried.

2025 Budget Revisions - - Ms. Mooridian referenced the 2025 Budget of Revenues and Expenditures, Rv4, (Annex III) and reviewed the items where adjustments are required.

Motion by Vice Chairman Bischoff to approve the following 2025 budget revisions:

Expenses:

General Fund

Employee Expense

Benefits

Workforce Safety Insurance, increase \$170

Vacation/Sick Leave Liability, decrease \$170

Administration

Subscriptions, increase \$6,000
 Employee Recruiting, decrease \$5,000
 Small Office Equipment, decrease \$2,070
 Annual Independent Audit, increase 1,070

Public Education

Upper Sheyenne, increase \$100,000

Maintenance & Repair

Land & Bldg Maintenance, increase \$10,000

Capital Purchases

Vehicle, decrease \$10,000

Second by Second Vice Chairman LeDoux. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kassian, Klein, LeDoux, Orn, Siegert, Tweed, Vein and Walter. Directors voting nay: none. Absent: Boote. Motion carried.

Budget Timeline - - Ms. Mooridian referred to the budget timeline, which is a reference item used in the budget preparation process.

O&M UPATE

Ryan Anderson, Engineer, Garrison Diversion, provided an update on O&M activities, highlighting ongoing maintenance work along the McClusky Canal and continued work at the major slide (180,000 cubic yards of material hauled this year), as well as recent maintenance at Jamestown Dam and Devils Lake.

Blading and mowing will be done before snowfall. The crews will also be screening and hauling rock this winter. They will also help with replacing the damaged fish barrier building at Arrowwood Wildlife Refuge.

Vice Chairman Bischoff asked about future plans for staff allocation once the slide repair work is complete.

Mr. Anderson said there will be several years of catching up on smaller ticket items and deferred maintenance tasks.

IRRIGATION UPDATE

Mr. Anderson reported on the progress of two irrigation projects totaling over 900 acres along Lake Audubon. He noted a 6-month delay in state funding but confirmed board approval would be sought at the October meeting.

There is also interest from two landowners, who wish to irrigate, outside of Turtle Lake. This is a smaller project with three pivots and up to 200 acres.

ND WATER USERS/COALITION/IRRIGATION ASSOCIATION REPORTS

Dani Quissell, ND Water Users Association (NDWUA), provided updates on interim committee activities, including discussions on wetlands and water project eligibility. The next Ag and Water

Committee meeting will likely take place in November, with the focus on the economic analysis study for the State Water Commission's (SWC) requirements regarding assessment districts.

Ms. Quissell announced the upcoming water convention being held in Bismarck December 9-11. The NDWUA will be hosting the conference this year along with the Upper Missouri Water Association. She noted active solicitations are now being sought for the various water awards presented during the conference. Nomination forms are due by the middle of October.

Ms. Quissell referenced the memo included in the meeting packets regarding future funding for the ND Irrigation Association (NDIA), stating the Department of Water Resources (DWR) will be discontinuing its operational support for the NDIA starting in the 2025-2027 biennium. This results in a \$25,000 shortfall for the remainder of 2025 and an ongoing reduction in funding of \$50,000 per year. Garrison Diversion has matched that \$50,000 each year. This funding provides support for the association and helps supplement the membership dues.

The NDIA and NDWUA Boards will meet next week. In talking with the board presidents, it is believed they have a plan moving forward.

SNAKE CREEK PUMPING PLANT COFFERDAM REMOVAL

Kip Kovar, District Engineer, Garrison Diversion, reported bids were opened for the Snake Creek Pumping Plant cofferdam removal project. The DWR is constructing an intake adjacent to the pumping plant to provide fresher water, requiring pipe installation into the bay at Snake Creek. The existing cofferdam was not fully removed during earlier work, and this project includes cost estimates for its removal.

Mr. Kovar noted that bids came in higher than anticipated. DWR has requested Garrison Diversion share in certain costs not previously accounted for, including mobilization and a portion of the sludge impoundment. Garrison Diversion's share, originally estimated at 3% or approximately \$80,000–\$90,000, is now projected at \$111,000. The Bureau of Reclamation pays 97%.

GDU FACILITIES TITLE TRANSFER

Mr. Kovar reported the Bureau of Reclamation's regional office is developing questions to address Garrison Diversion's concerns regarding the possible title transfer of the Garrison Diversion Unit (GDU) facilities. These questions will be provided to Garrison Diversion and Tami Norgard, Vogel Law Firm, for review and comment before being forwarded to the solicitor's office in Washington, DC.

He added that the engineering team will soon begin evaluating the potential revenues from the title transfer.

MR&I REPORT

MR&I Construction Reports - - Duane DeKrey, Secretary, reviewed the 2025 MR&I construction reports dated August 31 (Annex IV). MR&I Program expenditures this year are \$1,715,655, with remaining federal MR&I Program funds of \$14,629,233. Bipartisan Infrastructure Law (BIL) expenditures total \$4,697,533, which went toward the Northwest Area Water Supply (NAWS) Project. Remaining funds are \$30,515,508.

Water Supply Assistance Grant Program (WSAGP) - - Director Kassian, Chairman of the MR&I Committee, reported 2025 WSAGP expenditures total \$121,364. At its August 18 meeting, the committee reviewed eight requests for rural water hookups and awarded \$65,694 in grant funds. The remaining WSAGP fund balance is \$346,016.

The next grant application deadline is May 1, 2026.

DEPARTMENT OF WATER RESOURCES

Pat Fridgen, Deputy Director, DWR, provided updates on the agency's activities, including a \$55 million funding request for the Red River Valley Water Supply Project (RRVWSP), which will be on the October 9 SWC agenda, including the \$18.3 million loan from the Water Infrastructure Revolving Loan Fund (WIRLF). If approved, the grant total for the biennium would be \$205 million, which was included in HB 1020.

He mentioned ongoing legislatively required studies, including one on cost share program policies and another on regional water systems governance and finance, with drafts due by March. Deloitte has been hired to conduct both studies. There will be a stakeholder engagement element to the governance and finance study.

Mr. Fridgen added there is also a Missouri River Intake Phase II study ongoing, which will take a deeper dive into the intake locations and options.

RED RIVER VALLEY WATER SUPPLY PROJECT

Work Plan & Construction Update - - Mr. Kovar covered updates on various construction projects for the RRVWSP, reporting 35 miles of pipeline are under contract or completed. As of today, 26 miles of pipeline has been installed, with over 58 miles shovel-ready.

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

- **Garney Construction (Segment 5B):**
 - Restoration is complete
 - Coating manholes
 - 2-3 weeks until completion
- **Oscar Renda Contracting (Segment 5C):**
 - 5.67 miles of pipe installed
 - 4 crews now on job site
 - Challenging conditions will not allow completion by fall
- **Carstensen Construction (Segment 5D):**
 - 8.6 miles of pipeline has been installed
- **Carstensen Construction (Segment 6A):**
 - 1.6 miles of pipeline installed

Mr. Kovar reported since the July board meeting, 4.5 miles of pipeline have been installed with a goal of 13.5 miles for 2025.

Mr. Kovar shared photos of the pilot plant testing, which is currently taking place at the McClusky shop and expected to continue for another 5-6 weeks. He explained the water quality testing

procedures, where water is being collected from the canal through 3-4 inch pipes, processed through plate settlers to remove solids, and then treated with chlorine and UV light in a lab setting.

Mr. Burian clarified while the water quality is being tested at the worst-case scenario location (Mile Marker 55 and Highway 200 tunnel), which is necessary to determine treatment requirements for interim water management.

The discussion also covered two construction-related issues: a potential mounding specification used for restoration purposes in Webb, South Dakota, that could reduce excavation costs, and a challenge with a missile silo access road located in Griggs County where a 2-foot depth restriction due to hazardous materials requires further coordination with the U.S. Air Force and Department of Environmental Quality (DEQ).

Mr. Kovar reported in an effort to generate additional interest in the RRVWSP, a meeting was held with Belt Construction of Oklahoma as a potential bidder on the project. He noted that Belt Construction is very similar to Carstensen Contracting and demonstrated familiarity with the project during its site visit.

Kurt Ronnekamp, Black & Veatch (BV), added Ames Construction has also expressed interest in bidding on future project contracts.

Mr. Kovar reviewed the status of easements, stating there are three remaining landowners representing 11 parcels yet to be secured. The project consists of a total of 169 landowners and 279 parcels.

He reported on the program's financial status, noting original contract totals of \$270,600,292, with a net increase of \$585,319 resulting from various change orders. The revised contract totals amount to \$271,185,611, representing a 0.2 percent change.

Mr. Kovar also noted a proposed relocation of approximately 500 feet for the Biota Water Treatment Plant to avoid a low-lying area.

He referenced the RRVWSP Work Plan Update dated September 15, 2025 (Annex V), which provides detailed updates on contracts currently under design and construction.

Task Orders:

Mr. Ronnekamp presented two task orders for the committee's consideration.

Task Order 1520 – Operational Planning, Phase 3, Amendment No. 1 (Annex VI)

- **Total Fee:** \$156,000
- Provides continued support of existing operational planning activities and user support, as requested by Garrison Diversion and the Lake Agassiz Water Authority (LAWA), for the period of July through December.
- This amendment does not fund any new work.

He also reviewed the details on ongoing support with operations and user outreach.

Task order 1630 – Project Management Information Services (PMIS), Phase 3 (Annex VII)

- **Total Fee:** \$689,000
- Ongoing support of PMIS
 - Financial management
 - Workflow management/communication
 - Record management
- Ongoing training for Garrison Diversion, engineering, consultant and construction staff
- System enhancements and new workflow processes
- New reports and continued dashboard work

Mr. Kovar reported the LAWA Board has approved these task orders and the Red River Valley Committee has recommended approval by the full board.

Vice Chairman Bischoff asked if the Executive Committee could approve the tasks orders rather than waiting for full board approval.

Mr. DeKrey stated the Executive Committee has the financial authority to approve the task orders.

Motion by Director Klein to approve: 1) RRVWSP Task Order 1520, Operational Planning Phase 3, Amendment No. 1 in the amount of \$156,000 and 2) RRVWSP Task Order 1630 Project Management Information System Phase 3, Unity Construction Licenses and On-Going Support, in the amount of \$689,000. Second by Vice Chairman Bischoff . Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kassian, Klein, LeDoux, Orn, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent: Boote. Motion carried.

The committee discussed contract extension issues, particularly regarding construction timelines in North Dakota, and agreed to recommend changes to future contracts to account for winter work pauses. However, there will be issues to address sooner, such as liquidated damages with Garney Construction.

2023-2025 Biennium Work Plan/Budget Revisions - - Mr. Kovar referred to the RRVWSP 2023-2025 Biennium Work Plan dated August 5, 2025, in the amount \$246 million. (Annex VIII).

- Item No. 15 – Operational Planning: Pertains to Task Order 1520, Amendment No. 1, approved earlier in the meeting.
- Item No. 25 – Contingency: Funds for Task Order 1520 were drawn from contingency; \$6.3 million remains in contingency for the biennium.

2027 Draft Biennium Work Plan/Budget - - Mr. Kovar presented the Draft 2025–2027 Biennium Work Plan/Budget dated August 12, 2025, totaling \$273 million (Annex IX).

- **Major Contracts:** 6B, 6C, and 7A, totaling approximately 24 miles of pipeline.
- **Adjustments:**
 - Items No. 3, 4, and 5 – Update to reflect actual construction phase service fees.
 - Item No. 7 – Construction dollars for City of Washburn removed; design and bidding funds remain.
 - Item No. 11 – Adjustment for Task Order 1630, approved earlier in the meeting.
- **Contingency:** Item No. 16 includes \$14.3 million in contingency funds.

Program Schedule - - Mr. Kovar referred to the RRVWSP Program Schedule dated September 2, 2025, which shows the active construction contracts along with a timeline for each contract. All recent updates are highlighted.

User Engagement Update

Prospective Users Update and Memorandum of Commitment Approval

Mr. Burian provided an update on user engagement, reporting Traill County has signed a Memorandum of Commitment (MOC) (Annex X) for 1.22 cubic feet per second (cfs), bringing the total committed capacity to 164.14 cfs. Board approval of the MOC is required.

He added there remains optimism for additional commitments from Dakota Rural Water and the City of Lakota.

Motion by Director Siegert to approve the RRVWSP Memorandum of Commitment by and between the Lake Agassiz Water Authority, Garrison Diversion Conservancy District, and Traill County. Second by Director Tweed. Upon roll call vote, the following directors voted aye: D. Anderson, J. Anderson, Bischoff, Kassian, Klein, LeDoux, Orn, Siegert, Tweed, Vein and Walter. Those voting nay: none. Absent: Boote. Motion carried.

Financial Update

Ms. Mooridian reported \$150 million in state funding and \$50 million in local funding is secured for RRVWSP. Applications have been submitted for \$55 million in additional state funds and \$18.33 million in local funds to be considered at the October SWC meeting.

Interim Financing Agreement Series F

Ms. Norgard explained the Series F Financing Agreement outlines the process for financing the local cost share. She noted that Garrison Diversion submitted a draft agreement to LAWA and the cities of Fargo and Grand Forks on May 2, which was modeled largely after previous financing agreements approved by the parties. LAWA provided redlined revisions on August 11, following more than three months of review.

Ms. Norgard stated while most terms of the Series F Financing Agreement have been agreed upon, several issues related to governance and decision-making authority of LAWA remain under discussion for certain aspects of the project. She noted Garrison Diversion is not opposed to LAWA's proposed involvement; however, some of these matters are premature to address within a financing agreement.

She explained the statements proposed by LAWA refer to future intentions to negotiate governance provisions—such as decision-making authority and operational roles—that would be more appropriately addressed through revisions to the Cooperation Agreement between LAWA and Garrison Diversion. Garrison Diversion’s position is to engage in those negotiations and is open to providing LAWA with greater decision-making authority regarding water storage rights within Lake Ashtabula, but emphasized such discussions require additional time and should occur separately from the financing document.

Ms. Norgard reported a meeting was held the previous week between the attorneys and bond counsel to review the remaining issues. During that discussion, she identified several items Garrison Diversion fully agrees to. She noted Garrison Diversion supports the “split delivery” concept, which provides for a bulk water supply agreement between Garrison Diversion and LAWA, with LAWA entering into separate agreements with its member entities for distribution. This provision has been incorporated into the current draft of the document.

She further stated LAWA requested acknowledgment of the Thompson Acker (TA) rights held by five of the users. Ms. Norgard affirmed Garrison Diversion has always recognized and respected those TA rights.

Ms. Norgard emphasized Garrison Diversion is committed to moving the project forward and intends to have the financing in place as soon as possible this fall. Pipe suppliers have indicated orders must be placed soon to ensure delivery by next summer, cautioning that any delay could impact the construction schedule.

Ms. Norgard further stated Garrison Diversion has responded promptly throughout the Series F process and is not contributing to any delay. She reiterated Garrison Diversion remains willing and eager to work with LAWA and expressed optimism that the latest draft of the agreement will be acceptable to all parties.

Ms. Mooridian explained the financing process, stating once the attorneys finalize Series F, it will take approximately 60 days before Garrison Diversion can close on the bond. This timeline allows six weeks for all of the systems to present it to their respective city councils.

Mr. Kovar added, if approval is received on Series F, advertisements for bids could be issued immediately. The advertisement would need to be posted for three weeks, followed by a couple of weeks for contractors to prepare their bids. Once bids are opened, the LAWA and Garrison Diversion boards would need to approve them, with a notice to award/proceed anticipated by mid-December. Pipeline delivery is then expected to take about six months, which is July or August.

Mayor Mahoney, City of Fargo and LAWA Chair, reported they are meeting with the seven cities involved with Series F on September 26 and anticipate moving forward with the issuance. He believes the issues with bond counsel were resolved last week and that both parties have agreed on the split delivery concept. Discussion is ongoing regarding the recital terminology, and they will work to make it clear for Garrison Diversion. He anticipates presenting the agreement to his commission within the next two weeks.

Mayor Mahoney clarified the goal was to establish a partnership where Garrison Diversion and LAWA would work together on the project, with roles and responsibilities clearly defined. LAWA

would like to move ahead as quickly as possible and not jeopardize future financing from the state.

LAWA Term Sheet - - Ms. Norgard referenced the LAWA Term Sheet (Annex XI) received from LAWA's counsel. She explained the document includes a number of proposed terms, and Garrison Diversion and LAWA are continuing discussions to reach agreement on several fundamental issues. Ms. Norgard noted a major concern with the current draft is it removes Garrison Diversion's involvement beyond the end of the pipeline, effectively excluding Garrison Diversion from participation in planning activities such as storage in Lake Ashtabula, and the management of releases and filling operations.

Ms. Norgard highlighted Garrison Diversion's response to the Term Sheet (Annex XII), noting the fundamental issue is Garrison Diversion's leadership in project design. Once construction is complete, LAWA may operate the system downstream, including water distribution and dam releases. However, Garrison Diversion is not comfortable being excluded from operational planning, including management of evaporation, sedimentation, and water calls. She accentuated that the RRVWSP has been developed over 20 years in collaboration with the Bureau of Reclamation, DWR and Garrison Diversion, and operational changes should be discussed openly.

Garrison Diversion remains leading the project and has invited consultants for LAWA and project users to collaborate. Governance discussions aim to give LAWA increased control over Lake Ashtabula, water rights and storage, but operational planning must continue to involve Garrison Diversion.

Ms. Norgard advised, with regard to the Term Sheet, the first priority is for LAWA to acknowledge that Garrison Diversion must remain involved in operational planning. As currently drafted, the Term Sheet removes Garrison Diversion's role, with LAWA assuming responsibility for all meetings with the DWR and the U.S. Army Corps of Engineers. Ms. Norgard questioned why Garrison Diversion would agree to be excluded, noting Garrison Diversion has been directed by the Legislature, Governor and SWC to lead the project and deliver an operational system that serves all users. She stressed Garrison Diversion is committed to ensuring a comprehensive plan is in place and functions as intended, as Garrison Diversion is ultimately responsible for the project's success.

Ms. Norgard stated if LAWA agrees to the proposed language regarding operational involvement in Series F, the Term Sheet can move forward.

Mayor Mahoney clarified that acknowledging Garrison Diversion's continued leadership role does not conflict with the concept of split delivery. He emphasized the intent to maintain a cooperative partnership in which Garrison Diversion and LAWA work together with clearly defined roles and responsibilities. Mayor Mahoney stated there is no reason Garrison Diversion should be excluded from any meetings with the DWR or the U.S. Army Corps of Engineers. He further noted that construction remains under Garrison Diversion's authority, while LAWA assumes responsibility for certain delivery components in coordination with Garrison Diversion.

Katie Schmidt, Ohnstad Twichell, clarified the intent of the Term Sheet is to outline the respective roles and responsibilities of the parties. She noted that a call had been held with Ms. Norgard to discuss the Term Sheet and explained that LAWA was anticipating receiving specific comments on each section of the document, rather than the general narrative that was provided.

Ms. Schmidt stated without detailed feedback, it is difficult to determine Garrison Diversion's specific positions or proposed changes. She reiterated LAWA would still like to receive item-by-item comments on the Term Sheet so the parties can have focused discussions on each aspect of the roles and responsibilities.

GENERAL MANAGER'S REPORT

Proposed 2026 Garrison Diversion Meeting Dates - - Mr. DeKrey referenced the list of suggested 2026 meeting dates for Garrison Diversion Board and Executive Committee meetings, which are included with the meeting materials. If the board concurs with these dates, he suggests a motion be made to set the meeting dates.

Motion by Second Vice Chairman LeDoux to approve the 2026 Garrison Diversion Board of Directors and Executive Committee meeting dates as follows:

Board Meetings

January 8 & 9
April 16 & 17
July 16 & 17
October 15 & 16

Executive Committee Meetings

March 12
June 18
September 10
December 17

Second by Director Tweed. Upon voice vote, motion carried.

DAKOTA DYNAMICS UPDATE

Chairman J. Anderson reported the officers met with Tanya Wieler, Dakota Dynamics, earlier in the morning. As a result of the discussion, a new approach will be implemented for conducting the general manager's and staff's performance evaluations going forward. Chairman Anderson noted that Ms. Wieler has conducted a regional job study, revised all job descriptions, is preparing an updated organizational chart, and is updating the employee handbook. Additional feedback and recommendations will be presented at the October Board meeting.

UPCOMING EVENTS

Chairman J. Anderson reviewed a list of upcoming water-related meetings and events.

OTHER

There being no other business to come before the committee, the meeting adjourned at 2:30 p.m.

(SEAL)

Jay Paul Anderson, Chairman

Duane DeKrey, Secretary

REGISTRATION
EXECUTIVE COMMITTEE
Garrison Diversion Conservancy District
September 25, 2025

NAME	ORGANIZATION
<i>[Signature]</i>	<i>[Signature]</i>
Kip Kean	GDCD
Ryan Anderson	GDCD
Meni M. M. M. M.	GDCD
Tami Norgard	Vogel Law
Ashley Reissnauer	GDCD
Robina Scherl	GDCD
Steve L. Burian	B+A
Bill Onstad	Wells Co GDCD
VANCE MILLER	BV
<i>[Signature]</i>	GDCD - Foster Co.
Dave Anderson	GDCD - Pierce Co.
Mike Tweed	GDCD Eddy Co.
Dasen Siegrist	GDCD - Trell Co.
ALAN M. WALTER	GDCD - WARD CTY. - REP
JEFF LEIDOUX	" CASS Co.
Greg Bischoff	GDCD - Barnes
Paul Carlson	GDCD - Ransom -
<i>[Signature]</i>	GDCD
Kirkley Cook	GDCD
LARRY KASSIAN	GDCD - BURLEIGH
Bruce Klein	GDCD - Madam
Dani Quissell	ND Water Users/Irrigation Assoc.
Ken Vein	Garrison Diversion
Katie Schmidt	Ohnstad Twichell
Mayor Timothy Mahoney	City of Fargo
Bruce Grubb	City of Fargo
Tod Feland	City of Grand Forks
Dan Gustad	City of Grand Forks

Pat Fridgen
Shawn Gadie
Kurt Ronnekamp
Kenny Rogers
Brian Orn

Department of Water Resources
Advanced Engineering
Black & Veatch
14 Garrison Diversion
Garrison Diversion

Garrison Diversion Conservancy District						
Combined Income Statement						
For the Period Ending August 31, 2025						
	General Fund	Irrigation Fund	Municipal Rural, and Industrial Fund	Operations & Maintenance Fund	Red River Valley Water Supply Project	Total
Beginning Bank Balance	\$ 9,983,346.39	\$ 177,851.08	\$ 5,722.62	\$ 640,482.39	\$ 5,227,946.35	\$ 16,035,348.83
Revenues:						
Irrigation Admin	1,333.60	0.00	0.00	0.00	0.00	1,333.60
Lease Income	0.00	0.00	0.00	0.00	0.00	0.00
Revenue from Sale of Fixed Assets	0.00	0.00	0.00	26,150.00	0.00	26,150.00
Miscellaneous Income	1,995.00	684.60	0.00	0.00	0.00	2,679.60
Interest Income	504,011.42	4,981.24	0.00	19,110.01	107,987.07	636,089.74
Tax Levy	4,669,243.65	0.00	0.00	0.00	0.00	4,669,243.65
State Aid Distribution	199,607.94	0.00	0.00	0.00	0.00	199,607.94
Contract Revenue	48,011.54	237,556.71	6,494,338.01	2,982,084.13	55,947,385.06	65,709,375.45
Irrigation Fund Bond/Loan Proceeds	0.00	0.00	0.00	0.00	0.00	0.00
O&M Project Income	0.00	0.00	0.00	0.00	0.00	0.00
Non-Project Income	0.00	0.00	0.00	119,431.88	0.00	119,431.88
Total Revenues	\$ 5,424,203.15	\$ 243,222.55	\$ 6,494,338.01	\$ 3,146,776.02	\$ 56,055,372.13	\$ 71,363,911.86
Expenditures:						
Director Expense	141,399.31	0.00	0.00	0.00	0.00	141,399.31
Employee Expense	936,834.61	0.00	59,627.58	1,723,459.70	0.00	2,719,921.89
Administrative Expense	197,996.05	0.00	0.00	74,112.36	0.00	272,108.41
Public Education	223,273.39	0.00	0.00	0.00	0.00	223,273.39
Professional Services	307,283.66	0.00	0.00	4,858.91	606,430.63	918,573.20
Irrigation Development	25,408.45	0.00	0.00	0.00	0.00	25,408.45
Water Supply Program	121,364.29	0.00	0.00	0.00	0.00	121,364.29
GDCD Recreation Project	701,077.07	0.00	0.00	0.00	0.00	701,077.07
DWRA Recreation Project	2,395.44	0.00	0.00	0.00	0.00	2,395.44
Irrigation District Expense	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance & Repairs	63,814.03	194,870.96	0.00	461,886.13	0.00	720,571.12
Capital Purchases	131,017.46	0.00	0.00	395,918.00	0.00	526,935.46
Construction in Progress	0.00	0.00	0.00	0.00	54,150,280.76	54,150,280.76
MR&I Project Expenses	0.00	0.00	6,413,188.08	0.00	0.00	6,413,188.08
Principal Debt Payments	0.00	55,145.48	0.00	0.00	189,689.86	244,835.34
Interest Payments	0.00	16,158.63	0.00	0.00	141,801.41	157,960.04
Total Expenditures	\$ 2,851,863.76	\$ 266,175.07	\$ 6,472,815.66	\$ 2,660,235.10	\$ 55,088,202.66	\$ 67,339,292.25
Transfer In/Out	654,743.86	0.00	(21,522.35)	(665,054.21)	31,832.70	0.00
Revenues Over Expenditures	\$ 3,227,083.25	\$ (22,952.52)	\$ (0.00)	\$ (178,513.29)	\$ 999,002.17	\$ 4,024,619.61
Net Change in Assets	(444,752.48)	(3,016.60)	0.00	549,160.44	(31,832.70)	69,558.66
Ending Bank Balance	\$ 12,765,677.16	\$ 151,881.96	\$ 5,722.62	\$ 1,011,129.54	\$ 6,195,115.82	\$ 20,129,527.10

Garrison Diversion Conservancy District INCOME BUDGET ANALYSIS STATEMENT Through the Month Ending August 31, 2025				
General, O&M, MR&I, RRVWSP, and Irrigation Funds	2025 Budget	Income Received to August 31, 2025	Percentage of Budget Spent	Balance of 2025 Budget
Irrigation Administration	\$ 975	\$ 1,334	136.8%	\$ (359)
Lease Income	\$ -	\$ -	0.0%	\$ -
Miscellaneous Income	\$ -	\$ 2,680	0.0%	\$ (2,680)
Revenue Sale of Fixed Assets	\$ -	\$ 26,150	0.0%	\$ (26,150)
Interest Income	\$ 464,760	\$ 636,090	136.9%	\$ (171,330)
Tax Levy	\$ 4,137,404	\$ 4,669,244	112.9%	\$ (531,839)
State Aid	\$ 282,596	\$ 199,608	70.6%	\$ 82,989
General Fund Contract Revenue	\$ 73,500	\$ 48,012	65.3%	\$ 25,488
O&M Contract Revenue	\$ 5,648,546	\$ 2,982,084	52.8%	\$ 2,666,462
MR&I Contract Revenue	\$ 30,111,940	\$ 6,494,338	21.6%	\$ 23,617,602
RRVWSP Contract Revenue	\$ 120,662,983	\$ 55,947,385	46.4%	\$ 64,715,598
Irrigation Fund Revenue	\$ 483,300	\$ 237,557	49.2%	\$ 245,743
Project Revenue	\$ -	\$ -	0.0%	\$ -
Non-Project Revenue	\$ 186,978	\$ 119,432	63.9%	\$ 67,546
Total Revenues	\$ 162,052,983	\$ 71,363,912	44.0%	\$ 90,689,071

Garrison Diversion Conservancy District						
Expense Budget Analysis Statement						
Through the Month Ending August 31, 2025						
General, O&M, MR&I, RRVWSP, and Irrigation Funds	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to August 31, 2025	Percentage of Budget Spent	Balance of Budget
Expenses						
Director Expenses	\$ 255,000	\$ 233,544	\$ 295,730	\$ 141,399	47.8%	\$ 154,331
Employee Expenses	\$ 4,216,669	\$ 3,734,661	\$ 4,336,549	\$ 2,719,922	62.7%	\$ 1,616,627
Administrative Expenses	\$ 365,431	\$ 357,249	\$ 415,428	\$ 272,108	65.5%	\$ 143,320
Public Education	\$ 193,000	\$ 106,008	\$ 205,925	\$ 223,273	108.4%	\$ (17,348)
Prof Services	\$ 2,443,600	\$ 1,154,755	\$ 2,632,011	\$ 918,573	34.9%	\$ 1,713,438
Irrigation Development	\$ 575,150	\$ 537,150	\$ 76,000	\$ 25,408	33.4%	\$ 50,592
Water Supply Projects	\$ 300,000	\$ 204,462	\$ 300,000	\$ 121,364	40.5%	\$ 178,636
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 701,077	56.1%	\$ 548,923
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 2,395	24.0%	\$ 7,605
Irrigation District Expense	\$ 2,000	\$ -	\$ 2,000	\$ -	0.0%	\$ 2,000
Maintenance & Repairs	\$ 1,358,100	\$ 906,870	\$ 1,408,474	\$ 720,571	51.2%	\$ 687,903
Capital Purchases	\$ 1,203,647	\$ 1,060,731	\$ 990,000	\$ 526,935	53.2%	\$ 463,065
Construction in Progress	\$ 118,750,000	\$ 79,677,421	\$ 118,750,000	\$ 54,150,281	45.6%	\$ 64,599,719
MR&I Fund	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 6,413,188	21.4%	\$ 23,586,812
Principal on Debt Repayment	\$ 609,897	\$ 608,765	\$ 507,911	\$ 244,835	48.2%	\$ 263,076
Interest on Debt Repayment	\$ 271,103	\$ 271,085	\$ 370,071	\$ 157,960	42.7%	\$ 212,111
Total Expenses	\$ 161,703,597	\$ 100,512,886	\$ 161,550,099	\$ 67,339,292	41.7%	\$ 94,210,807
Transfers In/Out						
MR&I	\$ 23,000	\$ 18,709	\$ 22,000	\$ 21,522	97.8%	\$ 478
O&M	\$ 815,247	\$ 718,555	\$ 1,119,472	\$ 665,054	59.4%	\$ 454,418
Irrigation	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
RRVWSP	\$ -	\$ (617,669)	\$ -	\$ (31,833)	0.0%	\$ 31,833
Total Transfers In/Out	\$ 838,247	\$ 119,595	\$ 1,141,472	\$ 654,744	57.4%	\$ 486,728
Total Expenses	\$ 162,541,844	\$ 100,632,481	\$ 162,691,571	\$ 67,994,036	41.8%	\$ 94,697,535

GARRISON DIVERSION CONSERVANCY DISTRICT						
EXPENSE BUDGET ANALYSIS STATEMENT						
Through the Month Ending August 31, 2025						
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to August 31, 2025	Percentage of Budget Spent	Balance of Budget
GENERAL FUND						
Director's Expense						
Director Per Diem	\$ 135,000	\$ 124,810	\$ 151,200	\$ 74,420	\$ 76,781	49.22%
Director Expense	\$ 120,000	\$ 108,734	\$ 144,530	\$ 66,980	\$ 77,550	46.34%
Total Director Expense	\$ 255,000	\$ 233,544	\$ 295,730	\$ 141,399	\$ 154,331	47.81%
Employee Expense						
Employee Salaries	\$ 972,000	\$ 820,846	\$ 1,071,500	\$ 614,839	\$ 456,661	57.38%
General Manager Expense	\$ 21,000	\$ 15,114	\$ 21,000	\$ 9,538	\$ 11,462	45.42%
Travel	\$ 61,000	\$ 13,191	\$ 72,000	\$ 24,355	\$ 47,645	33.83%
Administrative Officer	\$ 25,000	\$ 1,373	\$ 25,000	\$ 4,782	\$ 20,218	19.13%
District Engineer	\$ 10,000	\$ 3,362	\$ 10,000	\$ 2,513	\$ 7,487	25.13%
Engineer	\$ 5,000	\$ 2,564	\$ 6,000	\$ 1,524	\$ 4,476	25.40%
Communications Director	\$ 6,000	\$ 1,910	\$ 6,000	\$ 646	\$ 5,354	10.77%
Employee Expense Other	\$ 15,000	\$ 3,981	\$ 25,000	\$ 14,890	\$ 10,110	59.56%
Professional Development	\$ 15,369	\$ 404	\$ 17,000	\$ 2,002	\$ 14,998	11.78%
Employee Training	\$ 15,000	\$ 404	\$ 15,000	\$ 2,002	\$ 12,998	13.35%
Wellness Program	\$ 369	\$ -	\$ 2,000	\$ -	\$ 2,000	0.00%
Benefits	\$ 451,000	\$ 375,162	\$ 540,610	\$ 286,100	\$ 254,510	52.92%
FICA	\$ 82,000	\$ 66,557	\$ 87,535	\$ 51,631	\$ 35,904	58.98%
Retirement	\$ 149,000	\$ 128,699	\$ 157,500	\$ 92,820	\$ 64,680	58.93%
Hospital/Life Insurance	\$ 191,000	\$ 159,373	\$ 242,000	\$ 121,766	\$ 120,234	50.32%
Unemployment Compensation	\$ 5,000	\$ 248	\$ 5,275	\$ 3,256	\$ 2,019	61.72%
Vision/Dental Insurance	\$ 13,000	\$ 12,637	\$ 18,425	\$ 9,957	\$ 8,468	54.04%
Workforce Safety Insurance	\$ 1,000	\$ 499	\$ 1,175	\$ 1,342	\$ (167)	114.17%
Long Term Disability Insurance	\$ 10,000	\$ 7,148	\$ 10,700	\$ 5,330	\$ 5,370	49.81%
Vacation/Sick Leave Liability	\$ -	\$ -	\$ 18,000	\$ -	\$ 18,000	0.00%
Total Employee Expense	\$ 1,520,369	\$ 1,224,717	\$ 1,722,110	\$ 936,835	\$ 785,275	54.40%
Administration						
Postage	\$ 5,500	\$ 4,822	\$ 4,400	\$ 2,740	\$ 1,660	62.28%
Communications	\$ 13,000	\$ 12,983	\$ 16,600	\$ 8,620	\$ 7,980	51.93%
Utilities	\$ 36,211	\$ 36,211	\$ 39,200	\$ 27,687	\$ 11,513	70.63%
Meetings & Events	\$ 9,500	\$ 9,284	\$ 29,400	\$ 4,199	\$ 25,201	14.28%
Subscriptions/Publications	\$ 10,000	\$ 9,511	\$ 6,500	\$ 8,855	\$ (2,355)	136.23%
Miscellaneous	\$ 3,500	\$ 2,611	\$ 3,500	\$ 2,031	\$ 1,469	58.03%
Data Processing	\$ 77,044	\$ 77,044	\$ 61,550	\$ 53,737	\$ 7,813	87.31%
Employee Recruiting	\$ 1,725	\$ 1,721	\$ 5,000	\$ -	\$ 5,000	0.00%
Supplies	\$ 11,500	\$ 11,335	\$ 12,300	\$ 7,162	\$ 5,138	58.23%
Small Office Equipment	\$ 13,308	\$ 13,308	\$ 32,500	\$ 13,467	\$ 19,033	41.44%
Dues	\$ 14,000	\$ 13,073	\$ 14,000	\$ 8,612	\$ 5,388	61.52%
Insurance	\$ 24,800	\$ 24,751	\$ 19,200	\$ 14,667	\$ 4,533	76.39%
Annual Independent Audit	\$ 40,543	\$ 40,543	\$ 45,150	\$ 46,218	\$ (1,068)	102.37%
Total Administration	\$ 260,631	\$ 257,197	\$ 289,300	\$ 197,996	\$ 91,304	68.44%
Public Education						
GCD Tours	\$ 10,000	\$ 3,150	\$ 10,000	\$ 4,041	\$ 5,959	40.41%
ND Water Users Ass'n Dues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	100.00%
ND Water Coalition Dues	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ -	100.00%
ND Water Magazine	\$ 18,000	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	50.00%
Missouri River Joint Board/MRRIC	\$ 51,000	\$ 38,412	\$ 61,925	\$ 19,445	\$ 42,480	31.40%
Upper Sheyenne	\$ 50,000	\$ -	\$ 50,000	\$ 150,000	\$ (100,000)	300.00%
Conference Booth Fees, Sponsorships	\$ 20,000	\$ 9,748	\$ 20,000	\$ 4,198	\$ 15,802	20.99%
Miscellaneous	\$ 10,000	\$ 698	\$ 10,000	\$ 1,589	\$ 8,411	15.89%
Total Public Education	\$ 193,000	\$ 106,008	\$ 205,925	\$ 223,273	\$ (17,348)	108.42%

GARRISON DIVERSION CONSERVANCY DISTRICT						
EXPENSE BUDGET ANALYSIS STATEMENT						
Through the Month Ending August 31, 2025						
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to August 31, 2025	Percentage of Budget Spent	Balance of Budget
Professional Services						
Communications	\$ 140,000	\$ 115,037	\$ 140,000	\$ 62,285	\$ 77,715	44.49%
Engineering	\$ 125,000	\$ 24,864	\$ 125,000	\$ 3,064	\$ 121,936	2.45%
RRWSP Development	\$ 313,000	\$ 29,459	\$ 273,000	\$ 97,126	\$ 175,874	35.58%
Technical Support for LAWA	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	0.00%
Engineering	\$ 100,000	\$ 5,327	\$ 50,000	\$ 1,401	\$ 48,599	2.80%
Legal	\$ 122,000	\$ 27,285	\$ 132,000	\$ 90,924	\$ 41,076	68.88%
Financial	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%
Consultants	\$ 50,000	\$ (3,263)	\$ 50,000	\$ -	\$ 50,000	0.00%
Meeting, Misc. Exp	\$ 16,000	\$ 111	\$ 16,000	\$ 4,801	\$ 11,200	30.00%
Prof Services Other	\$ 37,565	\$ -	\$ 45,000	\$ 13,108	\$ 31,892	29.13%
Legal Services	\$ 165,435	\$ 165,435	\$ 200,000	\$ 131,700	\$ 68,300	65.85%
Total Professional Services	\$ 781,000	\$ 334,796	\$ 783,000	\$ 307,284	\$ 475,716	39.24%
Irrigation Development						
ND Irrigation Association	\$ 80,000	\$ 80,000	\$ 50,000	\$ 25,000	\$ 25,000	50.00%
Irrigation Development	\$ 26,000	\$ 5,000	\$ 26,000	\$ 408	\$ 25,592	1.57%
Total Irrigation Development	\$ 575,150	\$ 537,150	\$ 76,000	\$ 25,408	\$ 50,592	33.43%
Recreation						
GDCD Recreation Grant Program	\$ 1,150,000	\$ 1,136,839	\$ 1,250,000	\$ 701,077	\$ 548,923	56.09%
DWRA Recreation Program	\$ 10,000	\$ 3,352	\$ 10,000	\$ 2,395	\$ 7,605	23.95%
Total Recreation	\$ 1,160,000	\$ 1,140,191	\$ 1,260,000	\$ 703,473	\$ 556,527	55.83%
WaterAssistant Grant Program	\$ 300,000	\$ 204,462	\$ 300,000	\$ 121,364	\$ 178,636	40.45%
Irrigation Districts	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000	0.00%
Maintenance & Repair						
Equipment Maintenance	\$ 27,000	\$ 25,353	\$ 27,000	\$ 10,978	\$ 16,022	40.66%
Small Yard Equipment Purchases	\$ 2,292	\$ -	\$ 10,000	\$ -	\$ 10,000	0.00%
Land & Bldg Maintenance	\$ 37,328	\$ 37,328	\$ 35,000	\$ 38,506	\$ (3,506)	110.02%
Auto Expense	\$ 15,380	\$ 15,380	\$ 20,000	\$ 14,330	\$ 5,670	71.65%
Total Maintenance & Repair	\$ 82,000	\$ 78,060	\$ 92,000	\$ 63,814	\$ 28,186	69.36%
Capital Purchases						
Office Equip & Furniture	\$ 37,000	\$ -	\$ 137,000	\$ 10,293	\$ 126,707	7.51%
Yard Equipment	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	0.00%
Vehicle	\$ 69,410	\$ 27,182	\$ 142,000	\$ 120,724	\$ 21,276	85.02%
Land and Buildings	\$ 96,237	\$ 96,236	\$ 270,000	\$ -	\$ 270,000	0.00%
Total Capital Purchases	\$ 202,647	\$ 123,418	\$ 569,000	\$ 131,017	\$ 437,983	23.03%
TOTAL GENERAL FUND	\$ 5,331,797	\$ 4,239,544	\$ 5,595,065	\$ 2,851,864	\$ 2,743,201	50.97%

GARRISON DIVERSION CONSERVANCY DISTRICT						
EXPENSE BUDGET ANALYSIS STATEMENT						
Through the Month Ending August 31, 2025						
	2024 Budget	Expenditures for 2024	2025 Budget	Expenditures to August 31, 2025	Percentage of Budget Spent	Balance of Budget
IRRIGATION FUND						
McClusky Canal Irrigation	\$ 418,100	\$ 197,626	\$ 271,000	\$ 194,871	\$ 76,129	71.91%
Operations	\$ 418,100	\$ 197,626	\$ 271,000	\$ 194,871	\$ 76,129	71.91%
Debt Payments	\$ 218,000	\$ 216,868	\$ 215,000	\$ 71,304	\$ 143,696	33.16%
Principal	\$ 186,844	\$ 185,712	\$ 192,000	\$ 55,145	\$ 136,855	28.72%
Interest	\$ 31,156	\$ 31,156	\$ 23,000	\$ 16,159	\$ 6,841	70.25%
Total Irrigation Fund	\$ 636,100	\$ 414,494	\$ 486,000	\$ 266,175	\$ 219,825	54.77%
OPERATIONS & MAINTENANCE						
Salaries & Benefits	\$ 2,538,600	\$ 2,382,782	\$ 2,468,278	\$ 1,671,499	\$ 796,779	67.72%
Salaries	\$ 1,688,200	\$ 1,563,318	\$ 1,598,362	\$ 1,087,753	\$ 510,609	68.05%
Benefits	\$ 850,400	\$ 819,464	\$ 869,916	\$ 583,746	\$ 286,170	67.10%
Travel	\$ 20,000	\$ 18,060	\$ 12,006	\$ 9,139	\$ 2,867	76.12%
Training	\$ 2,700	\$ -	\$ 1,100	\$ -	\$ 1,100	0.00%
Utilities	\$ 82,900	\$ 81,166	\$ 76,300	\$ 67,279	\$ 9,021	88.18%
Contractual Services	\$ 171,600	\$ 113,481	\$ 599,011	\$ 4,859	\$ 594,152	0.81%
Supplies	\$ 374,000	\$ 366,666	\$ 351,033	\$ 295,726	\$ 55,307	84.24%
Capital Purchases	\$ 1,001,000	\$ 937,313	\$ 421,000	\$ 395,918	\$ 25,082	94.04%
Equipment Rental	\$ 7,000	\$ -	\$ 4,000	\$ -	\$ 4,000	0.00%
Equipment Maintenance	\$ 450,000	\$ 257,472	\$ 453,441	\$ 164,121	\$ 289,320	36.19%
Safety	\$ 53,000	\$ 31,507	\$ 43,055	\$ 42,821	\$ 234	99.46%
Miscellaneous	\$ 21,900	\$ 18,836	\$ 49,828	\$ 6,834	\$ 42,994	13.71%
Materials	\$ 12,000	\$ 7,070	\$ 237,000	\$ 2,040	\$ 234,960	0.86%
Total Operations & Maintenance Fund	\$ 4,749,700	\$ 4,214,354	\$ 4,716,052	\$ 2,660,235	\$ 2,055,817	56.41%
MR&I FUND						
Salaries & Benefits	\$ 82,000	\$ 77,594	\$ 90,000	\$ 59,628	\$ 30,372	66.25%
MR&I Project Expenditures	\$ 30,000,000	\$ 10,519,994	\$ 30,000,000	\$ 6,413,188	\$ 23,586,812	21.38%
Total MR&I Fund	\$ 30,082,000	\$ 10,597,613	\$ 30,090,000	\$ 6,472,816	\$ 23,617,184	21.51%
RED RIVER VALLEY WATER SUPPLY PROJECT						
Right of Way	\$ 1,250,000	\$ 1,115,335	\$ 1,250,000	\$ 701,185	\$ 548,815	56.09%
Construction in Progress	\$ 117,500,000	\$ 78,562,085	\$ 117,500,000	\$ 53,449,096	\$ 64,050,904	45.49%
Professional Services	\$ 1,491,000	\$ 706,479	\$ 1,250,000	\$ 606,431	\$ 643,569	48.51%
Financing/Legal/Administration	\$ 1,250,000	\$ 546,214	\$ 1,000,000	\$ 314,345	\$ 685,655	31.43%
Other-Engineering	\$ 241,000	\$ 160,264	\$ 250,000	\$ 292,086	\$ (42,086)	116.83%
Debt Payments	\$ 663,000	\$ 662,983	\$ 662,982	\$ 331,491	\$ 331,491	50.00%
Principal	\$ 423,053	\$ 423,053	\$ 315,911	\$ 189,690	\$ 126,221	60.05%
Interest	\$ 239,947	\$ 239,929	\$ 347,071	\$ 141,801	\$ 205,270	40.86%
Total Red River Valley Water Supply Project	\$ 120,904,000	\$ 81,046,882	\$ 120,662,982	\$ 55,088,203	\$ 65,574,779	45.65%
TOTAL ALL FUNDS	\$ 161,703,597	\$ 100,512,886	\$ 161,550,099	\$ 67,339,292	\$ 94,210,807	41.68%

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT August 31, 2025	
OPERATING RESERVE	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$6,644,272.15
O&M EMERGENCY RESERVE	
O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997.	750,000.00
DEFICIENCY RESERVE	
Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997.	750,000.00
PROJECT DEVELOPMENT RESERVE	
Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997.	915,592.98
TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES	\$9,059,865.13

Garrison Diversion Conservancy District				
Funds in Bank of North Dakota				
August 31, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	0.15%		\$ (164,035.22)
General	Water Assistance Grant Outstanding	0.15%		\$ 346,016.00
	Total Checking Account Balance			\$ 181,980.78
General	Money Market Savings	0.60%		\$ 6,916,332.34
General	Water Assistance Grant Reserve	0.60%		\$ 473,330.71
General	GF Accrued Leave-Operating Reserve	0.60%		\$ 169,035.99
	Total Savings Account Balance			\$ 7,558,699.04
	Total Deposits			\$ 7,740,679.82

Funds in First International Bank & Trust				
August 31, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	CD 80127125	4.20%	10/05/25	\$ 1,250,000.00
General	CD 80127220 Project Dev Reserve	4.20%	10/21/25	\$ 313,538.98
General	CD 80120161	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80120162	4.15%	01/19/26	\$ 1,000,000.00
General	CD 80123425	4.15%	01/22/26	\$ 2,500,000.00
General	CD 118850-Operating Reserve	4.00%	02/28/26	\$ 50,500.00
General	CD 80125340	4.00%	02/28/26	\$ 1,000,000.00
General	CD 80124990-Operating Reserve	4.00%	05/14/26	\$ 589,000.00
	Total Investments			\$ 7,703,038.98
General	Recreation Outstanding-Operating Reserve	3.00%		\$ 1,707,371.62
General	Recreation Money Market Funds	3.00%		\$ (44,675.06)
General	General Fund Money Market Funds	3.00%		\$ 906,406.80
General	Recreation Reserve-Operating Reserve	3.00%		\$ 2,308,017.83
	Total Money Market Account Balance			\$ 4,877,121.19
	Total Deposits			\$ 12,580,160.17
Pledging	Total Deposits			\$ 12,580,160.17
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 12,330,160.17
	Total Pledging Required on all Deposits		X 110%	\$ 13,563,176.19
	Less: Pledging			\$ 15,630,115.22
	Pledging Excess			\$ 3,299,955.05

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary August 31, 2025				
Account Type		Interest Rate	Maturity Date	Balance
Checking Accounts				
x4310	Irrigation Fund	0.00%		\$ 151,881.96
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.55%		\$ 1,011,129.54
x4328	Red River Valley Ckg & Sweep	3.55%		\$ 6,195,115.82
				\$ 7,363,849.94
Savings Accounts				
x1546	O&M - Accrued Leave Reserve	3.26%		\$ 186,870.29
x1553	Irrigation - Debt Service Reserve	3.26%		\$ 291,827.20
	Total Savings Balance			\$ 478,697.49
Certificates of Deposit				
	Total CD Balance			\$ -
	Total Deposits			\$ 7,842,547.43
Pledging	Total Deposits			\$ 7,842,547.43
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			7,592,547.43
	Total Pledging Required on all Deposits		x 110%	8,351,802.17
	Less: Pledging			19,953,259.64
	Pledging Excess			\$ 11,601,457.47

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary August 31, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.00%		\$ 147,876.15
	Total Checking Account Balance			\$ 147,876.15
x6140	Certificate of Deposit	4.45%	09/23/25	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	4.45%	10/08/25	\$ 1,000,000.00
x7224	Certificate of Deposit-Deficiency Reserve	4.10%	11/01/25	\$ 200,000.00
x8084	Certificate of Deposit	4.15%	11/27/25	\$ 1,000,000.00
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
x4424	Certificate of Deposit -Project Dvlpmnt	4.10%	07/26/26	\$ 353,362.19
	Total Investments			\$ 3,802,054.00
	Total Deposits			\$ 3,949,930.15
Pledging	Total Deposits			\$ 3,949,930.15
	Less:FDIC Coverage			\$ (250,000.00)
	Deposit Balance to Secure			\$ 3,699,930.15
	Total Pledging Required on all Deposits		x 110%	\$ 4,069,923.17
	Less: Pledging			\$ 4,133,655.00
	Pledging Excess			\$ 63,731.84

**GARRISON DIVERSION CONSERVANCY DISTRICT
GDCD RECREATION GRANT PROGRAM
OUTSTANDING PROJECTS
July 1, 1990 to August 31, 2025**

COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024	EXPENDITURES 1-1-25 to 08-31-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 08-31-25
Barnes	Valley City Park Playground	03-20-24	\$ 50,000.00			\$ 50,000.00		\$ -
Barnes	Sheyenne River Water Trail	03-25-25		\$ 34,700.00				\$ 34,700.00
Bottineau	Kramer City Park	09-28-22	\$ 21,250.00				\$ (21,250.00)	\$ -
Bottineau	City of Landa-Restroom Facilitites	09-20-23	\$ 6,250.00		\$ 5,524.38			\$ 725.62
Bottineau	Maxbass Community Park	03-20-24	\$ 31,141.00					\$ 31,141.00
Bottineau	Newburg Park Gazebo	09-16-24	\$ 20,600.00			\$ 8,297.74		\$ 12,302.26
Bottineau	Carbury Dam Rec Area Vault Toilet	03-25-25		\$ 5,571.00		\$ 3,675.19	\$ (1,895.81)	\$ -
Bottineau	Snow System @ Winter Park Phase II	03-25-25		\$ 50,000.00				\$ 50,000.00
Bottineau	Park Benches -Souris	03-25-25		\$ 1,195.00				\$ 1,195.00
Burleigh	American Legion Splash Pad	09-28-22	\$ 30,000.00		\$ 22,416.75	\$ 5,496.25		\$ 2,087.00
Burleigh	Wilton North Park Pickle Ball Court	09-28-22	\$ 2,395.00		\$ 958.10		\$ (1,436.90)	\$ -
Burleigh	Municipal Ballpark Master Plan Improv	03-20-24	\$ 50,000.00			\$ 50,000.00		\$ -
Burleigh	General Sibley Park 2-5 Playground	03-25-25		\$ 16,000.00				\$ 16,000.00
Burleigh	McDowell Dam Shelter/Playground/Path	03-25-25		\$ 28,699.00				\$ 28,699.00
Cass	Brewer Lake Water Hook-ups	03-30-22	\$ 638.00				\$ (638.00)	\$ -
Cass	West Fargo Park District Playground Imp	09-28-22	\$ 16,145.00			\$ 16,145.00		\$ -
Cass	Harwood-Splash Pad	03-30-23	\$ 27,204.00		\$ 5,444.70			\$ 21,759.30
Cass	North Elmwood Park Restoration	03-30-23	\$ 24,323.00					\$ 24,323.00
Cass	Tower City Pickle Courts	03-30-23	\$ 4,700.00		\$ 4,666.75			\$ 33.25
Cass	Casselton-Governor's Share Use Path	09-20-23	\$ 75,000.00					\$ 75,000.00
Cass	Rheault Farm Playground Improvement	03-20-24	\$ 50,000.00					\$ 50,000.00
Cass	Anderson Softball Complex Improvements	09-16-24	\$ 33,000.00					\$ 33,000.00
Cass	Argusville Park Playground Equipment	09-16-24	\$ 20,000.00					\$ 20,000.00
Cass	Ashmoor Glen Park -Mapleton	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	Reile's Park Revitalization	03-25-25		\$ 50,000.00				\$ 50,000.00
Cass	SW Regional Pond Recreation Area-Fargo	03-25-25		\$ 50,000.00				\$ 50,000.00
Dickey	Ellendale Baseball Grandstand Reno	09-28-22	\$ 20,000.00				\$ (1,778.00)	\$ -
Dickey	Wilson Dam Picnic Shelter Renovation	09-28-22	\$ 1,778.00					\$ -
Dickey	Ellendale-Ice Skating Rink Expansion	09-20-23	\$ 4,500.00					\$ 4,500.00
Dickey	Oakes -Main Street Park	09-20-23	\$ 26,125.00			\$ 20,785.60	\$ (5,339.40)	\$ -
Dickey	Dickey County Community Rec Facility	03-20-24	\$ 34,996.00			\$ 11,482.35		\$ 23,513.65
Dickey	Wilson Dam Picnic Table	03-25-25		\$ 460.00		\$ 460.00		\$ -
Eddy	Fairgrounds Shower House	03-25-25		\$ 25,000.00				\$ 25,000.00
Eddy	Jim Johnson Park Bathroom Renovation	03-25-25		\$ 2,473.00				\$ 2,473.00
Foster	Baseball/Softball Diamond Renovations	03-30-22	\$ 75,000.00		\$ 37,305.43			\$ 37,694.57
Foster	Carrington West Park Renovation	03-30-22	\$ 61,202.00		\$ 38,506.00	\$ 10,384.83		\$ 12,311.17
Grand Forks	Manvel Community Park Improvement	09-28-22	\$ 12,699.00			\$ 12,699.00		\$ -
Grand Forks	Greenway Project	05-14-24	\$ 50,000.00				\$ (50,000.00)	\$ -
Grand Forks	Manvel Community Park Improv. Phase II	09-16-24	\$ 16,687.00					\$ 16,687.00
Grand Forks	Riverside Park Playground Renovation	09-16-24	\$ 37,500.00			\$ 37,500.00		\$ -
Grand Forks	Elks Park Playground-Grand Forks	03-25-25		\$ 39,560.00				\$ 39,560.00
Griggs	Binford Park Playground Update	03-30-22	\$ 2,950.00		\$ 1,249.50		\$ (1,700.50)	\$ -
Griggs	Binford Rodeo Assoc. Community Center	09-28-22	\$ 75,000.00		\$ 56,870.02			\$ 18,129.98
LaMoure	Marion ADA Bathroom	03-20-24	\$ 9,068.00					\$ 9,068.00
LaMoure	Twin Lakes Vault Toilet	03-20-24	\$ 3,500.00					\$ 3,500.00
McHenry	City of Upham-Park Restrooms	03-30-23	\$ 12,500.00					\$ 12,500.00
McHenry	Towner -Baseball Field Renovation	09-20-23	\$ 3,750.00		\$ 2,392.24			\$ 1,357.76
McHenry	Park Swings Set	03-20-24	\$ 9,071.00					\$ 9,071.00
McKenzie	Tobacco Garden Shower/Bathroom	03-30-23	\$ 40,071.00					\$ 40,071.00
McKenzie	Kent Pelton Nature Park Inclusive Playground	09-16-24	\$ 50,000.00					\$ 50,000.00
McLean	City of Butte-City Park	03-30-23	\$ 874.00		\$ 145.89			\$ 728.11
McLean	Arena Announcer Office & Concessions	03-30-23	\$ 6,946.00					\$ 6,946.00
McLean	Lake Brekken Picnic Tables	03-20-24	\$ 2,356.00					\$ 2,356.00
McLean	Community Center Building -Mercer	03-25-25		\$ 50,000.00				\$ 50,000.00
Pierce	Rugby-Jaycee's Splashpad	03-30-23	\$ 40,202.00		\$ 30,653.33	\$ 9,548.67		\$ (0.00)
Ramsey	Merle Baisch Memorial Wheelchair Ramp-DL	03-25-25		\$ 43,977.00				\$ 43,977.00
Ramsey	County Fair Multip-purpose Bldg-NR	03-25-25		\$ 50,000.00				\$ 50,000.00
Ransom	Sheldon Pickle Ball/BB Courts	03-30-22	\$ 5,262.00					\$ 5,262.00
Ransom	Sandager Park Playground/Shelter/Campgrd	03-25-25		\$ 25,688.00		\$ 12,836.82		\$ 12,851.18
Renville	Mohall Adult Recreation Complex	03-20-24	\$ 37,500.00					\$ 37,500.00
Richland	City Park Improvement-Abercrombie	04-29-21	\$ 34,682.00		\$ 18,590.75	\$ 15,884.52	\$ (206.73)	\$ (0.00)
Richland	Manatador Park Softball Dugouts	03-30-22	\$ 2,000.00			\$ 2,000.00		\$ -
Richland	Wyndmere Park Board	03-30-22	\$ 10,728.00					\$ 10,728.00
Richland	Fairmount-Park Playground Equipment	03-30-23	\$ 9,750.00		\$ 6,080.00	\$ 1,306.25	\$ (2,363.75)	\$ -
Sargent	Gwinner Aquatic Center	09-28-22	\$ 75,000.00		\$ 19,962.50	\$ 55,037.50		\$ -
Sargent	Forman-Central Park Community Gardens	09-20-23	\$ 1,375.00		\$ 857.12			\$ 517.88
Sargent	Hero's Park	03-20-24	\$ 10,500.00		\$ 500.00	\$ 6,085.61		\$ 3,914.39
Sargent	Silver Lake Southside Bathhouse	03-25-25		\$ 19,097.00				\$ 19,097.00
Steele	City Park Development-Colgate	04-29-21	\$ 6,250.00				\$ (6,250.00)	\$ -
Steele	Finley-Park Playground Equipment	03-30-23	\$ 13,750.00					\$ 13,750.00
Steele	Golden Lake Pickleball Court Phase I & II	09-16-24	\$ 30,361.00			\$ 29,395.50	\$ (965.50)	\$ -
Steele	Hope Clubhouse/Meeting Area	09-16-24	\$ 50,000.00		\$ 35,086.63	\$ 14,913.37		\$ 0.00
Stutsman	Jamestown Reservoir Vault Toilet	09-28-22	\$ 6,204.00					\$ 6,204.00

GARRISON DIVERSION CONSERVANCY DISTRICT GDCD RECREATION GRANT PROGRAM OUTSTANDING PROJECTS July 1, 1990 to August 31, 2025								
COUNTY	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2025	EXPENDITURES 04-23-15 to 12-31-2024	EXPENDITURES 1-1-25 to 08-31-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 08-31-25
Stutsman	Pedestrian Bridge Replacement	03-30-23	\$ 75,000.00					\$ 75,000.00
Stutsman	Lakeside Campground Improvements	03-30-23	\$ 5,574.00					\$ 5,574.00
Stutsman	Nickeus Park All Abilities Playground	03-20-24	\$ 50,000.00			\$ 50,000.00		\$ -
Stutsman	McElroy Park ADA tee-ball	09-16-24	\$ 50,000.00					\$ 50,000.00
Stutsman	Jamestown Reservoir Playground Equip	09-16-24	\$ 28,503.00					\$ 28,503.00
Stutsman	Medina Youth Baseball Fence	09-16-24	\$ 5,750.00			\$ 2,555.00		\$ 3,195.00
Stutsman	Jack Brown Stadium Lighting	03-25-25		\$ 6,209.00		\$ 6,208.84	\$ (0.16)	\$ (0.00)
Stutsman	Water Hookups at City Park -Medina	03-25-25		\$ 4,000.00				\$ 4,000.00
Trail	Galesburg Playground	03-30-22	\$ 22,595.00		\$ 21,880.00		\$ (715.00)	\$ -
Trail	Mayville-Basketball Courts	09-20-23	\$ 2,000.00					\$ 2,000.00
Trail	Mayville-Cometville Park Landscape	09-20-23	\$ 21,887.00			\$ 11,383.00	\$ (10,504.00)	\$ -
Trail	Mayville-Funbrella Shade	09-20-23	\$ 6,689.00			\$ 5,318.00	\$ (1,371.00)	\$ -
Trail	Park Gazebo	03-20-24	\$ 15,923.00			\$ 15,923.00		\$ -
Trail	Skate Park -Mayville	03-25-25		\$ 20,265.00				\$ 20,265.00
Ward	Ward County Parks 2022	03-30-22	\$ 10,632.00			\$ 10,632.00		\$ -
Ward	11th & 11th Park Playground	09-28-22	\$ 21,875.00			\$ 17,889.75	\$ (3,985.25)	\$ -
Ward	Swimming Pool & Bathhouse	09-28-22	\$ 75,000.00				\$ (75,000.00)	\$ -
Ward	Talbott Court Disc Golf	03-30-23	\$ 2,465.00					\$ 2,465.00
Ward	Ward County-2024 Ward Co Park Improv	09-20-23	\$ 8,071.00					\$ 8,071.00
Ward	Minot-Pump Track	09-20-23	\$ 75,000.00					\$ 75,000.00
Ward	Pony Tracks Pickleball	03-20-24	\$ 10,875.00		\$ 8,609.00	\$ 2,266.00		\$ -
Ward	Sawyer City Park Improvement	09-16-24	\$ 12,250.00					\$ 12,250.00
Ward	South Hill Complex Playground	09-16-24	\$ 31,606.00					\$ 31,606.00
Ward	Splash Pad -Kenmare	03-25-25		\$ 50,000.00		\$ 50,000.00		\$ -
Wells	Fessenden-Splash Pad	09-20-23	\$ 49,250.00					\$ 49,250.00
Wells	Manfred Comfort Station & Park	03-20-24	\$ 9,372.00					\$ 9,372.00
Wells	Harvey Swimming Pool	09-16-24	\$ 50,000.00					\$ 50,000.00
Williams	Wildrose Community Garden	03-30-22	\$ 1,000.00				\$ (1,000.00)	\$ -
Williams	BlackTail Beach Trail	09-28-22	\$ 22,500.00					\$ 22,500.00
Williams	Tioga Dam Trail & Park	09-28-22	\$ 24,000.00			\$ 24,000.00		\$ -
Williams	Williston Water World	03-30-23	\$ 75,000.00		\$ 19,531.18	\$ 55,468.82		\$ -
Williams	Coyote Clay Target Range Phase 3	03-20-24	\$ 50,000.00			\$ 50,000.00		\$ -
Williams	Grenora Sunset Park Pre-K Playground	03-20-24	\$ 5,000.00					\$ 5,000.00
Williams	Spring Lake Frisbee Golf & Bathroom	03-20-24	\$ 27,688.00			\$ 25,498.46	\$ (2,189.54)	\$ -
TOTALS			\$ 2,198,288.00	\$ 622,894.00	\$ 337,230.27	\$ 701,077.07	\$ (188,589.54)	\$ 1,594,285.12

GARRISON DIVERSION CONSERVANCY DISTRICT						
Tax Collections Statement						
For the Eight Months Ending August 31, 2025						
County	2025 Tax Levy Budget	2025 Tax Collections	Balance of Tax Levy Budget	2025 State Aid Budget	2025 State Aid	Balance State Aid Budget
Barnes	\$84,390	\$90,593	(6,203)	\$5,884	\$4,210	\$1,674
Benson	33,641	36,012	(2,371)	4,054	2,512	1,542
Bottineau	59,297	67,556	(8,259)	4,913	3,143	1,770
Burleigh	580,121	664,972	(84,851)	34,212	24,527	9,685
Cass	1,102,010	1,256,160	(154,150)	68,319	49,293	19,026
Dickey	43,510	49,463	(5,953)	4,835	2,966	1,869
Eddy	15,286	16,381	(1,095)	2,653	1,893	760
Foster	27,995	30,326	(2,331)	8,027	5,726	2,301
Grand Forks	329,365	371,321	(41,956)	13,703	9,808	3,895
Griggs	21,152	22,843	(1,691)	2,658	1,711	947
LaMoure	40,156	44,093	(3,937)	4,866	3,498	1,368
McHenry	46,763	51,217	(4,454)	2,798	1,200	1,598
McKenzie	345,894	394,759	(48,865)	37,461	27,290	10,171
McLean	79,230	86,767	(7,537)	9,290	6,652	2,638
Nelson	26,350	28,596	(2,246)	2,577	1,599	978
Pierce	32,195	33,874	(1,679)	3,478	2,491	987
Ramsey	61,627	70,260	(8,633)	6,358	3,925	2,433
Ransom	38,961	42,535	(3,574)	-	-	-
Renville	24,462	26,722	(2,260)	3,093	2,242	851
Richland	105,845	117,969	(12,124)	-	-	-
Sargeant	36,590	40,105	(3,515)	3,955	2,717	1,238
Sheridan	14,951	15,666	(715)	4,668	2,879	1,789
Steele	30,063	31,933	(1,870)	2,225	1,424	801
Stutsman	132,127	147,043	(14,916)	9,579	6,841	2,738
Traill	60,478	66,859	(6,381)	4,435	3,181	1,254
Ward	326,372	361,344	(34,972)	22,899	16,295	6,604
Wells	40,740	44,018	(3,278)	4,734	4,125	609
Williams	397,833	459,857	(62,024)	10,922	7,460	3,462
Totals	\$ 4,137,404	\$4,669,244	\$ (531,840)	\$ 282,596	\$ 199,608	\$82,988

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget of Revenues and Expenditures
Rv4

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 975					\$ 975
Project Income						\$ -
Lease Income						\$ -
Miscellaneous Income	\$ -					\$ -
Interest Income	\$ 462,000		\$ 60		\$ 2,700	\$ 464,760
Tax Levy/State Aid	\$ 4,420,000					\$ 4,420,000
O&M Non-project Income		\$ 186,978				\$ 186,978
Contract Revenue	\$ 73,500	\$ 5,648,546	\$ 30,111,940	\$ 120,662,983	\$ 483,300	\$ 156,980,268
Total Revenues	\$ 4,956,475	\$ 5,835,524	\$ 30,112,000	\$ 120,662,983	\$ 486,000	\$ 162,052,981
EXPENDITURES:						
Directors Expense	\$295,730					\$ 295,730
Employee Expenses	\$1,722,110	\$ 2,524,439	\$ 90,000			\$ 4,336,549
Administrative Expenses	\$289,300	\$ 126,128	\$ -			\$ 415,428
Public Education	\$ 305,925					\$ 305,925
Professional Services	\$ 783,000	\$ 599,011		\$ 1,250,000		\$ 2,632,011
Irrigation Development	\$76,000					\$ 76,000
Recreation Matching	\$1,260,000					\$ 1,260,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$102,000	\$ 1,045,474			\$ 271,000	\$ 1,418,474
Capital Purchases	\$ 559,000	\$ 421,000		\$ 118,750,000	\$ -	\$ 119,730,000
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 315,911	\$ 192,000	\$ 507,911
Interest on Debt Service				\$ 347,071	\$ 23,000	\$ 370,071
Total Expenditures	\$ 5,695,065	\$ 4,716,052	\$ 30,090,000	\$ 120,662,983	\$ 486,000	\$ 161,650,099
Revenues Over (Under) Expenditures*	\$ (738,590)	\$ 1,119,472	\$ 22,000	\$ -	\$ -	\$ 402,882
Transfers In (Out)	\$ 1,141,472	\$ (1,119,472)	\$ (22,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 402,882	\$ (0)	\$ -	\$ -	\$ -	\$ 402,882

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv4

	Budget 2025	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	\$ 151,200		\$ 151,200
Directors Exp	\$ 144,530		\$ 144,530
Total Directors Expense	\$ 295,730	\$ -	\$ 295,730
<u>Employee Expense</u>			
Employee Salaries	\$ 1,071,500		\$ 1,071,500
General Managers Expense	\$ 21,000		\$ 21,000
Travel	\$ 72,000	\$ -	\$ 72,000
Administrative Officer	\$ 25,000		\$ 25,000
District Engineer	\$ 10,000		\$ 10,000
Engineer	\$ 6,000		\$ 6,000
Communications Director	\$ 6,000		\$ 6,000
Emp Exp Other	\$ 25,000		\$ 25,000
Professional Development	\$ 17,000	\$ -	\$ 17,000
Employee Training	\$ 15,000		\$ 15,000
Wellness Program	\$ 2,000		\$ 2,000
Benefits	\$ 540,610	\$ -	\$ 540,610
GDCD FICA	\$ 87,535		\$ 87,535
Retirement	\$ 157,500		\$ 157,500
Hospital & Life Insurance	\$ 242,000		\$ 242,000
Unemployment Comp	\$ 5,275		\$ 5,275
Vision / Dental	\$ 18,425		\$ 18,425
Workforce Safety Insurance	\$ 1,175	\$ 170	\$ 1,345
Long Term Disability Ins	\$ 10,700		\$ 10,700
Vacation/Sick Leave Liability	\$ 18,000	\$ (170)	\$ 17,830
Total Employee Expense	\$ 1,722,110	\$ -	\$ 1,722,110
<u>Administration</u>			
Postage	\$ 4,400		\$ 4,400
Communications	\$ 16,600		\$ 16,600
Utilities	\$ 39,200		\$ 39,200
Meetings & Events	\$ 29,400		\$ 29,400
Subscriptions	\$ 6,500	\$ 6,000	\$ 12,500
Miscellaneous	\$ 3,500		\$ 3,500
Data Processing	\$ 61,550		\$ 61,550
Employee Recruiting	\$ 5,000	\$ (5,000)	\$ -
Supplies	\$ 12,300		\$ 12,300
Small Office Equipment	\$ 32,500	\$ (2,070)	\$ 30,430
Dues	\$ 14,000		\$ 14,000
Insurance	\$ 19,200		\$ 19,200
Annual Independent Audit	\$ 45,150	\$ 1,070	\$ 46,220
Total Administration	\$ 289,300	\$ -	\$ 289,300
<u>Public Education</u>			
GDCD Tours	\$ 10,000		\$ 10,000
ND Water Users	\$ 20,000		\$ 20,000
ND Water Coalition	\$ 14,000		\$ 14,000
ND Water Magazine	\$ 20,000		\$ 20,000
Missouri River Joint Board	\$ 61,925		\$ 61,925
Upper Sheyenne	\$ 50,000	\$ 100,000	\$ 150,000
Conferences/Sponsorships	\$ 20,000		\$ 20,000
Miscellaneous	\$ 10,000		\$ 10,000
Total Public Education	\$ 205,925	\$ 100,000	\$ 305,925

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv4

	Budget 2025	Revision	Revised Budget
<u>Professional Services</u>			
Communications	\$ 140,000		\$ 140,000
Engineering	\$ 125,000		\$ 125,000
RRVWSP Development	\$ 273,000	\$ -	\$ 273,000
Technical Support for LAWA	\$ 15,000		\$ 15,000
Engineering	\$ 50,000		\$ 50,000
Legal	\$ 132,000		\$ 132,000
Financial	\$ 10,000		\$ 10,000
Consultants	\$ 50,000		\$ 50,000
Meeting, Misc. Exp	\$ 16,000		\$ 16,000
Prof Services Other	\$ 45,000		\$ 45,000
Legal Services	\$ 200,000		\$ 200,000
Total Professional Services	\$ 783,000	\$ -	\$ 783,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 50,000		\$ 50,000
NDSU Oakes Irrigation Site			\$ -
Bob Titus Lease	\$ -		\$ -
Irrigation Development	\$ 26,000		\$ 26,000
Total Irrigation Development	\$ 76,000	\$ -	\$ 76,000
<u>Recreation</u>			
Recreation Matching	\$ 1,250,000		\$ 1,250,000
DWRA Recreation Program	\$ 10,000		\$ 10,000
Total Recreation	\$ 1,260,000	\$ -	\$ 1,260,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000	\$ -	\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000	\$ -	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	\$ 10,000		\$ 10,000
Land & Bldg Maintenance	\$ 35,000	\$ 10,000	\$ 45,000
Auto Expense	\$ 20,000		\$ 20,000
Total Maintenance & Repair	\$ 92,000	\$ 10,000	\$ 102,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 137,000		\$ 137,000
Yard Equipment	\$ 20,000		\$ 20,000
Vehicle	\$ 142,000	\$ (10,000)	\$ 132,000
Land & Buildings	\$ 270,000		\$ 270,000
Total Capital Purchases	\$ 569,000	\$ (10,000)	\$ 559,000
General Fund Subtotal	\$ 5,595,065	\$ 100,000	\$ 5,695,065

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv4

	Budget 2025	Revision	Revised Budget
<u>Irrigation Fund</u>			
McClusky Canal Irrigation	\$ 271,000	\$ -	\$ 271,000
Construction	\$ -		\$ -
Operations	\$ 271,000		\$ 271,000
Debt Payments	\$ 215,000	\$ -	\$ 215,000
Principal	\$ 192,000		\$ 192,000
Interest	\$ 23,000		\$ 23,000
Total Irrigation Fund	\$ 486,000	\$ -	\$ 486,000
<u>GDU O & M</u>			
Salaries & Benefits	\$ 2,468,278	\$ -	\$ 2,468,278
Salaries	\$ 1,598,362		\$ 1,598,362
Benefits	\$ 869,916		\$ 869,916
Travel	\$ 12,006		\$ 12,006
Training	\$ 1,100		\$ 1,100
Utilities	\$ 76,300		\$ 76,300
Contracted Services (Eng / Survey)	\$ 599,011		\$ 599,011
Supplies	\$ 351,033		\$ 351,033
Equipment Purchases	\$ 421,000		\$ 421,000
Small Equipment Purchases	\$ -		\$ -
Equipment Rental	\$ 4,000		\$ 4,000
Equipment Maintenance	\$ 453,441		\$ 453,441
Safety	\$ 43,055		\$ 43,055
Miscellaneous	\$ 49,828		\$ 49,828
Materials	\$ 237,000		\$ 237,000
Total GDU O & M	\$ 4,716,052	\$ -	\$ 4,716,052
<u>MR&I Fund</u>			
Salaries & Benefits	\$ 90,000		\$ 90,000
State Administration	\$ -		\$ -
MR&I Project Expenditures	\$ 30,000,000		\$ 30,000,000
Total MR&I Fund	\$ 30,090,000	\$ -	\$ 30,090,000
<u>RRV Water Supply Project</u>			
Right of Way	\$ 1,250,000		\$ 1,250,000
Design/Construction in Progress	\$ 117,500,000		\$ 117,500,000
Professional Services	\$ 1,250,000	\$ -	\$ 1,250,000
Financing/Legal/Administration	\$ 1,000,000		\$ 1,000,000
Other Engineering	\$ 250,000		\$ 250,000
Debt Payments	\$ 662,983	\$ -	\$ 662,983
Principal	\$ 315,911		\$ 315,911
Interest	\$ 347,071		\$ 347,071
Total RRVWSP	\$ 120,662,983	\$ -	\$ 120,662,983
TOTAL ALL FUNDS	\$ 161,550,099	\$ 100,000	\$ 161,650,099

GARRISON DIVERSION CONSERVANCY DISTRICT						
MR&I Project Construction Report						
August 31, 2025						
Project	Current Funding			2025		Federal
	Federal MR&I Funding	Prior MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	Total Expenditures	MR&I Funding Remaining
ENDAWS	\$ 6,870,000.00	\$ 1,137,139.07	\$ 237,394.78	\$ 1,374,533.85		5,495,466.15
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 57,412,338.49	\$ 1,478,260.12	\$ 58,890,598.61		7,683,897.24
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47	\$	\$ 3,210,130.47		1,449,869.53
Totals	\$ 78,104,495.85	\$ 61,759,608.03	\$ 1,715,654.90	\$ 63,475,262.93	\$	\$ 14,629,232.92

GARRISON DIVERSION CONSERVANCY DISTRICT
MR&I BIL Agreement Project Construction Report
August 31, 2025

Current Funding

Project	Federal		Prior		2025		Total	Federal
	MR&I Funding	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Fund Expenditures	MR&I Funding Remaining		
NAWS Biota WTP & Pump Station Ph 2 (7-2B/4-1B)	\$ 28,645,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,645,000.00
Bottineau Reservoir & Pump Station 4-4B/5-4B	\$ 7,400,000.00	\$ 4,009,614.61	\$ 4,009,614.61	\$ -	\$ 2,624,735.30	\$ 6,634,349.91	\$ 765,650.09	765,650.09
Snake Creek Discharge Pipeline (2-1E)	\$ 4,500,000.00	\$ 1,322,343.30	\$ 1,322,343.30	\$ -	\$ 2,072,797.88	\$ 3,395,141.18	\$ 1,104,858.82	1,104,858.82
Totals	\$ 40,545,000.00	\$ 5,331,957.91	\$ 5,331,957.91	\$ -	\$ 4,697,533.18	\$ 10,029,491.09	\$ 30,515,508.91	

RRVWSP Work Plan Update
September 15, 2025

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

Contract 5C

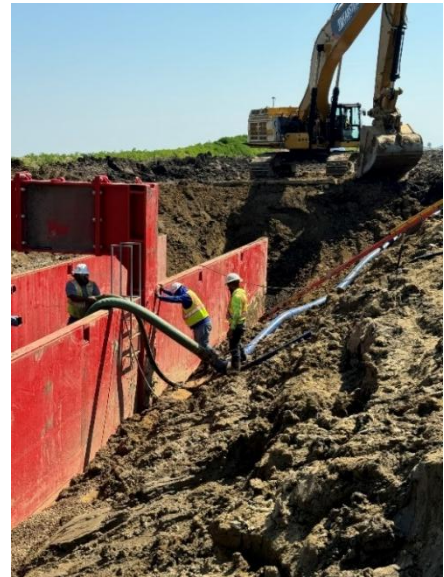
The contract price is \$76,663,355.00 for 8 miles of pipe awarded to Oscar Renda Contracting.

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

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



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

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

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



Stored Pipe on Site



Placing Dewatering Pipe

Contract 6A

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

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

DESIGN

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

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

**Black & Veatch Corporation**

Professional Services for the Red River Valley Water Supply Project under General Agreement dated January 17, 2008 and Amendment No. 1 dated April 1, 2024.

RRVWSP Task Order 1520 – Operational Planning Phase 3 Amendment No. 1**Effective Date – September 1, 2025**

I. PROJECT AND TASK ORDER BACKGROUND

1. Phases 1 and 2 of operational planning were completed under previous task orders and Phase 3 of operational planning was completed under this task order.
2. Going forward, the Lake Agassiz Water Authority (LAWA) and Garrison Diversion Conservancy District (Garrison Diversion, GDCD) will each take a role in operational planning as is being defined by the two organizations. The allocation of roles and responsibilities for operations planning is on-going and will be worked out over the next few months. In the meantime, there are operational planning activities that need to continue as described in this amendment. The purpose of this amendment is to fund the interim activities until a more complete agreement is established and a new task order is executed.

II. TASK ORDER SCOPE

1. Ongoing Operations Support
 - a. Provide LAWA and Garrison Diversion with ongoing technical support for StateMod model runs and documentation. Continue working with Precision Water Resources Engineering (PWRE).
 - b. Review anticipated responses from the North Dakota Department of Water Resources (NDDWR) and the U.S. Army Corp of Engineers (USACE). Provide technical assistance and materials as requested by Garrison Diversion and LAWA for meetings with NDDWR and USACE.
 - c. Coordinate completion of the North Dakota Pollutant Discharge Elimination System (NDPDES) permit renewal. The permit renewal has been started but additional effort is required for it to be finished. The State of North Dakota (State) requires a permit renewal every five years.
 - d. Attend LAWA, LAWA Technical Advisory Committee (TAC), and LAWA Operations sub-committee meetings as requested.
 - e. Provide Project Participation Agreement (PPA) support materials as requested.

2. Ongoing User Outreach Support

- a. Facilitate work with five communities to support them participating in Series F local funding agreement. Scope includes time for meetings, coordination, and deliverable preparation.
- b. James River Analysis Support. Scope includes efforts to establish James River as a viable water conveyance route. Scope for AE2S being written into another task order with the fee to be covered elsewhere.
- c. Support Wahpeton Area Cooperative Agreement monthly meetings.
- d. Continue coordination/answering questions with pending Users who had originally been contacted.
- e. Complete other as needed services for User Outreach as requested by LAWA and Garrison Diversion.

V. FEE

The total fee for Basic Services and Special Services provided under this task order amendment is estimated to be One Hundred Fifty-Six Thousand Dollars (\$156,000). The revised upper limit of the task order then becomes Six Hundred Eighteen Thousand Thirty Dollars (\$618,030).

VI. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by March 31, 2026.

VII. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

- 1. Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008, and Amendment No. 1 dated April 1, 2024, are incorporated by reference.

VIII. 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: _____



RRVWSP Task Order 1630 – Project Management Information System Phase 3 Unity Construct Licenses and On-Going Support

Task Order Effective Date: September 1, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a consultant task order in the amount of \$689,000 to administer and support the Project Management Information System (PMIS). Black & Veatch (BV) will administer the PMIS to support daily program operations; deliver District, contractor, and consultant staff training; and diagnose, develop, and implement system enhancements based on the Program’s and the District’s needs. Additionally, BV will renew software licenses and subscriptions in support of the current implementation expanding the number of users from 25 to an unlimited number. The professional services provided by BV and its consultants are provided on an hourly basis; the fee is estimated based on the scope and nature of the work for the 2025-2027 biennium. License fees for Unity Construct and DocuSign are lump-sum prices from the vendors accounting for the anticipated number of users.

TASK ORDER OBJECTIVES

The first objective of this Task Order is to provide administrative services for the Trimble Unity Construct PMIS (previously known as eBuilder). This includes maintaining system level configuration and support of users. System Administrative Support Services will be provided to support on-going maintenance activities.

The second objective is to renew the Unity Construct PMIS subscription for the duration of this task order.

The third objective is to provide change management, including training of users and process owners as well as maintenance/updating system documentation.

The fourth objective is to identify new processes and configure those processes as Task Order funding allows.

TASK ORDER SUMMARY

The services to be provided by the consulting team of BV, Trimble, DocuSign, and TKG Consulting are fully described in the attached Task Order. The estimated hourly fee and expenses for the PMIS software subscription and administration services of Basic Services, including District, Engineer, consultant, and contractor training, are as follows for 2025-2027 Biennium:

Task Description	Two-Year Fee
Task Order Management and Administration (BV)	\$37,008.00
Unity Construct Subscription Renewal (Sub)	\$301,141.00
Administration of Unity Construct, a PMIS (BV)	\$176,876.00
Continuous Improvement Support (BV and subs)	\$148,017.00
Reporting and Dashboard Maintenance (BV)	\$25,958.00
Total	\$689,000.00



Black & Veatch Corporation

Professional Services for the Red River Valley Water Supply Project under General Agreement dated January 17, 2008, and Amendment No. 1 dated April 1, 2024.

**RRVWSP Task Order 1630 – Project Management Information System Phase 3
Unity Construct Licenses and On-Going Support**

Effective Date – September 1, 2025

Content of this task order (TO) is as follows:

- I. PROJECT AND TASK ORDER BACKGROUND1
- II. TASK ORDER OBJECTIVES2
- III. GENERAL REQUIREMENTS2
- IV. BASIC SERVICES3
- V. SPECIAL SERVICES5
- VI. DELIVERABLES5
- VII. ADDITIONAL SERVICES6
- VIII. SPECIAL RESPONSIBILITIES OF OWNER6
- IX. FEE6
- X. PERFORMANCE SCHEDULE6
- XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS6
- XII. ACCEPTANCE7

I. PROJECT AND TASK ORDER BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Program) being undertaken by the State of North Dakota (ND) provides a supplemental water supply to eastern and central ND in the event of drought conditions in the Red River watershed and for industrial development. The Program as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will withdraw water from the Missouri River and/or the McClusky Canal through the Eastern North Dakota Alternative Water Supply (ENDAWS) project and convey it eastward through a multi-county pipeline to the Sheyenne River, a tributary of the Red River, for direct pipeline usage and flow augmentation.
2. The management, engineering, procurement, construction, and other contracts necessary for project development and construction generate tens of thousands of documents such as engineering deliverables, construction submittals, requests for information, change order requests, change orders, applications for payment, certificates of inspection, construction daily reports, and other related documents. Records of thousands of reviews/approvals are provided within the PMIS, which document technical, financial, management, and other decisions with appropriate documentation and backup.

3. A comprehensive Program Management Information System (PMIS) has been implemented and configured to allow for effective document transfer, storage, and approval of documents. The PMIS system allows contractors, Owner, Engineer, and consultants to have the same platform for document transfer and approval. The system automatically routes documents to the next level of approval, keeps track of what entities/individuals need to approve documents, and provides overall storage and organization of Program documents.
4. Garrison Diversion selected a PMIS by Unity Construct, which is used by entities around the country undertaking large capital projects. Unity Construct is a proprietary, cloud-based software that is used through a licensing agreement. The software has been customized for Garrison Diversion's needs. This task order includes the subscription cost of Unity Construct for the software licenses and administrative support. It is expected that the Unity Construct software solution will be fully integrated into processes starting with the projects that are advertised and bid in the 2023-25 biennium.
5. The use of a PMIS such as Unity Construct also allows the easy collection and presentation of project Key Performance Indicators (KPIs). KPIs may include such items as number of change orders, total cost of change orders versus project bid price, average time for submittal approvals, number of safety incidents, length of pipe installed, percentage of pipe installed compared to the contract amount, etc. This task order also includes provisions for using Power BI, a standard Microsoft product, to automatically gather and graphically present KPIs. The KPIs will be presented as part of routine Program reporting.

II. TASK ORDER OBJECTIVES

The objectives of this task order are as follows:

1. The first objective is to provide administrative services for the Unity Construct PMIS. This includes maintaining system level configuration and end-user support.
2. The second objective is to renew the Unity Construct PMIS subscription for the duration of this task order.
3. The third objective is to provide change management, including training of users and process owners as well as maintenance/updating system documentation.
4. The fourth objective is to identify new processes and configure those processes as task order funding allows.

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 the administration, training on, and continuous improvement of the PMIS system.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this task order or a new separate task order.
4. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the Work Engineer will perform and do not implicitly put any additional responsibilities or duties upon Engineer. Deliverables to be provided are explicitly identified in this task order.
5. Explicitly Identified Quantities. Engineer in development of this task order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this task order scope of service and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.
6. Any assignment of a license agreement between Unity Construct and Engineer is transferable from Engineer to Garrison Diversion per Engineer's Partner Agreement with Unity Construct.
7. Garrison Diversion and Engineer maintain ownership of underlying data and files stored and organized within the Unity Construct PMIS per Engineer's Partner Agreement with Unity Construct.

IV. BASIC SERVICES

The Basic Services of this task order are provided below in the following tasks:

- Task 1 – Task Order Management and Administration
- Task 2 – Unity Construct Subscription Renewal
- Task 3 – Administration of Unity Construct, a Project Management Information System
- Task 4 – Continuous Improvement Support
- Task 5 – Reporting and Dashboard Maintenance

1. Task 1 – Task Order Management and Administration

Engineer will provide the following services to the Owner:

- A. Manage and Administer Task Order. Provide general project management and administration tasks including communications with the Owner, coordination, and supervision of the Engineer's project team, monitoring the project schedule, monitoring the project budget, and invoicing.

- B. Conduct Progress Meetings. Facilitate and attend monthly virtual team meetings with the task order execution team. These meeting will be provided under Task 3.

2. **Task 2 – Unity Construct Subscription Renewal**

Engineer will provide the following services to the Owner:

- A. Procurement of the Unity Construct PMIS subscription renewal licenses and support services. Details of the Annual Subscription for Unity Construct and Data Warehouse are included in Attachment B.
 - i. Annual Subscription
 - ii. Integration Support and Maintenance
 - iii. Customized Workflow Code Steps Maintenance
 - iv. DocuSign Integration Maintenance
 - v. Data Warehouse Access and Maintenance
- B. General Owner IT Vendor coordination for network coordination, service account configuration, and other subsequent tasks requiring IT support.

3. **Task 3 – Administration of Unity Construct, a Project Management Information System**

Engineer will provide the following services to the Owner:

- A. Prioritization of administrative activities. Provide a means to log system issues and prioritize tasks to manage users, processes, workflows, templates, reports, and forms. Administrator Role services are defined in Attachment C.
- B. Develop Administrative Workflows. Provide New Project and User Request workflows to support system operations.
- C. Coordination of administrative activities. Collaborate and facilitate conversations with key stakeholders and users to define and plan system modifications.
- D. Provide a resource to support a 3-month adoption period at 16-hours per week.
- E. Provide system administrative services for the remaining portion of the 2025-2027 Biennium consisting of 8 hours weekly to support system administration.
- F. Provide quarterly (8) end-user training sessions that include content preparation and delivery of training sessions.

4. **Task 4 – Continuous Improvement Support**

Engineer will provide the following services to the Owner:

- A. Change Board: Formalize a Change Board to ensure compliance with methods and standards for efficient and prompt handling of system enhancements and management.
- B. System Enhancements: Routine system review to identify any potential improvements in workflow and reporting.

- C. Unity Construct Code Step to Bundle Proposed Schedule Change Orders within the Change Order Approval process.
- D. Off-site staff training to support future implementation of advanced workflow processes, reporting, dashboards, cost tracking, funding allocations, etc.

5. **Task 5 – Reporting and Dashboards Maintenance**

Engineer will provide the following services to the owner:

- A. Data Pipeline Troubleshooting: adjust the data processing components that feed the reports and dashboards.
- B. Report Enhancements: implement additional calculations, visualizations, and reports to accommodate business needs.
- C. Integration support: provide guidance and support for integrating data from system to system.

V. **SPECIAL SERVICES**

None this task order.

VI. **DELIVERABLES**

The following deliverables will be furnished under this task order. Documents or deliverables not included in the list below will be provided as Additional Services as authorized by the Owner. Unless noted otherwise, deliverables will be in the form of electronic pdf files.

1. **Task 1 – Task Order Management and Administration**
 - A. Project initiation meeting agenda and notes
 - B. Progress meeting agenda
2. **Task 2 - Unity Construct Subscription Renewal**
 - A. Unity Construct cloud based PMIS software solution renewal
3. **Task 3 – Administration of the Unity Construct system**
 - A. Administrator task logs available via Unity Construct Report.
 - B. Training and adoption
 - i. Training scope and gap analysis
 - ii. Virtual calls with trainers (those trained in the “train the trainer program”)
 - iii. Eight quarterly trainings with relevant content.
4. **Task 4 – Continuous Improvement Support**
 - A. Process improvement scope and implementation roadmap documentation
5. **Task 5 – Reporting and Dashboard Maintenance**
 - A. Dashboard revisions
 - B. Data Pipeline Troubleshooting

VII. ADDITIONAL SERVICES

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

1. Additional system enhancements, including new workflows, integrations, forms, or code steps except those identified in Basic Services, which may be included in separate task orders.
2. Additional Power BI reports were not included as part of this task order. Additional reporting and dashboards can be included in a separate scope.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Services of an IT consultant as it relates to the Microsoft Dynamics GP integration with Unity Construct. Owner will contract directly for these services, which will be necessary to provide a full integration. Engineer and its consultant will consult and coordinate with the Owner's IT consultant for configuration and implementation of the PMIS.
2. Interim Deliverable Review Requirements. The Owner commits to review periods for interim deliverables of no more than 14 calendar days after receipt of deliverables from Engineer.
3. Review comments will be provided by the Owner either electronically in the native Word file in Track Changes Mode or they will be summarized in an MS Excel worksheet or MS Word document.

IX. FEE

The total fee for Basic Services and Special Services provided under this task order is estimated to be Six Hundred Eighty-Nine Thousand Dollars (\$689,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

X. PERFORMANCE SCHEDULE

Basic and Special Services of this task order will be completed by December 31, 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, and Amendment No. 1 dated April 1, 2024, are incorporated by reference.
2. Attachment A – Fee Estimate Worksheet
3. Attachment B – Unity Construct Subscription Summary
4. Attachment C – Administrator Roles

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

DRAFT

ATTACHMENT A

Fee Estimate Worksheet



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
RRWSP TO 1630 - PMIS Phase 3 Unity Construct Licenses and On-going Support
BV Project No. TBD
Black & Veatch and Subconsultants

Task	Lead Firm	Position	PMS	DES	SE2	RPR 2	COS 1	PJCS	PAS	PA1	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Sub 2 Quoted Costs	Consultant	Sub Costs	Expense Detail	Sub Markup	Total Direct Expense	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
IV. BASIC SERVICES																												
1	BV	Task Order Management and Administration	12	24	0	24	0	24	72	24	180	\$35,292	\$1,649	\$67	\$0	0	\$0	\$0	\$0	\$0	\$1,716	180	\$35,292	\$1,716	\$0	\$0	\$1,716	\$37,008
A	BV	Manage and Administer Task Order	12	24	24	24	24	24	72	24	180	\$35,292	\$1,649	\$67	\$0		\$0	\$0	\$0	\$0	\$1,716	180	\$35,292	\$1,716	\$0	\$0	\$1,716	\$37,008
2	BV	Unity Construct Subscription Renewal	0	0	0	0	0	0	0	0	2	\$440	\$18	\$0	\$0	286,365	\$286,365	\$14,318	\$0	\$300,701	2	\$440	\$300,701	\$0	\$0	\$300,701	\$301,141	
A	BV	Unity Construct Elite Package Subscription (Unlimited Licenses + Add-ons)									0	\$0	\$0	\$0	\$270,600	\$270,600	\$13,530	\$0	\$284,130	0	\$0	\$284,130	\$0	\$0	\$284,130	\$284,130		
B	BV	One-time Additional Implementation Costs			2						2	\$440	\$18		\$9,000	\$9,000	\$450		\$9,468	2	\$440	\$9,468	\$0	\$0	\$9,468	\$9,908		
C	BV	DocuSign License									0	\$0	\$0	\$0	\$6,765	\$6,765	\$338		\$7,103	0	\$0	\$7,103	\$0	\$0	\$7,103	\$7,103		
3	BV	Administration of Unity Construct, a PMIS	24	222	104	386	0	0	0	0	736	\$170,134	\$6,742	\$0	\$0	0	\$0	\$0	\$0	\$6,742	736	\$170,134	\$6,742	\$0	\$0	\$176,876	\$176,876	
A	BV	Meetings and Workshops									0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
i	BV	Monthly Calls (24 Meetings Total + 1 hour prep/meeting)	24	72	104	104					304	\$65,344	\$2,785		\$0		\$0	\$0	\$2,785	304	\$65,344	\$2,785	\$0	\$0	\$68,129	\$68,129		
ii	BV	Quarterly Trainings (8 Trainings and Prep)			32						32	\$7,040	\$293		\$0		\$0	\$0	\$293	32	\$7,040	\$293	\$0	\$0	\$7,333	\$7,333		
B	BV	Year 1 - General System Administration (0.20 FTE + Adoption Support)		75	125	125					200	\$48,875	\$1,832		\$0		\$0	\$0	\$1,832	200	\$48,875	\$1,832	\$0	\$0	\$50,707	\$50,707		
C	BV	Year 2 - General System Administration (0.20 FTE)		75	125	125					200	\$48,875	\$1,832		\$0		\$0	\$0	\$1,832	200	\$48,875	\$1,832	\$0	\$0	\$50,707	\$50,707		
4	BV	Continuous Improvement Support	0	64	0	160	160	0	0	0	384	\$76,800	\$3,517	\$15,200	\$50,000	\$50,000	\$2,500	\$0	\$71,217	384	\$76,800	\$3,517	\$15,200	\$50,000	\$2,500	\$71,217	\$148,017	
A	BV	System Enhancements		64	160	160					384	\$76,800	\$3,517	\$15,200	\$50,000	\$50,000	\$2,500	\$0	\$71,217	384	\$76,800	\$3,517	\$15,200	\$50,000	\$2,500	\$71,217	\$148,017	
5	BV	Reporting and Dashboards Maintenance	8	24	80	12	12	0	0	0	136	\$24,712	\$1,246	\$0	\$0	0	\$0	\$0	\$1,246	136	\$24,712	\$1,246	\$0	\$0	\$25,958	\$25,958		
A	BV	Dashboard Development & Maintenance	8	24	80	12	12				136	\$24,712	\$1,246		\$0		\$0	\$0	\$1,246	136	\$24,712	\$1,246	\$0	\$0	\$25,958	\$25,958		
PROJECT TOTALS			44	334	184	584	172	24	72	24	1,438	\$307,378	\$13,172	\$15,267	\$336,365	\$336,365	\$16,818	\$0	\$381,622	1,438	\$307,378	\$381,622	\$0	\$0	\$689,000	\$689,000		

ATTACHMENT B

Unity Construct Cost Summary

The following details the investment summary for the **Annual Software Subscription** for the Unity Construct system.

Annual Software Subscription for Two Years

Item Description	Scope Variable	Year 1 Cost (12/19/2025 to 12/18/2026)	Year 2 Cost (12/19/2026 to 12/18/2027)
Unity Construct Elite Package Subscription	<ul style="list-style-type: none"> • Unlimited Users • Data Warehouse Maintenance • Integration Maintenance • Custom Development Maintenance 	\$132,000	\$138,600
One-Time Implementation Costs	<ul style="list-style-type: none"> • COA Code Step Implementation 	\$9,000	
Total Annual Software Subscription		\$141,000	\$138,600
Total Subscription Cost		\$279,600	

Annual Subscription Includes

- Unlimited Users
- Unlimited Projects
- Unlimited Document Storage
- Unity Field
- 24x7 Technical Support
- Quarterly Enhancement/Upgrades
- Maintenance Releases
- AppXchange (8 Integration Points)
- Data Warehouse
- API Access
- Shared Trial Environment Capabilities

ATTACHMENT C**Administrator Roles**

The Administrator role performs administrative activities as represented in the following table:

Manage Users	Enable users to add/edit users for the projects they are a member of. UC Admin can add users, edit users, and remove users at the account level regardless of project membership if "Manage User" is selected in the role permissions.
Manage Memberships	Enable users to add/edit projects and users for the projects they are a member of. If the Add New Project permission is granted, this is at the account level.
Manage Processes	Enable users to add/edit processes and workflows of the projects they are a member of. UC Admin can create new processes and edit existing processes at the account level regardless of project membership if "Manage Processes" is selected in the role permissions even if the process is isolated to a project the user is not a member of.
Manage Workflows	Enable users to modify process instances on the projects they are a member of, such as overriding a workflow and delegating process instances. UC Admin can create new workflows and edit existing workflows at the account level regardless of project membership if "Manage Workflow" is selected in the role permissions even if the workflow is isolated to project that the user is not a member of.
Manage Cost Templates	Enable users to add/edit the budget, cash flow, and forecast templates of the projects they are a member of. UC Admin can manage forms at the account level regardless of project membership if "Manage Templates" is selected in the Cost module role permissions.
Manage Schedule Templates	Enable users to add/edit schedule templates of the projects they are a member of. UC Admin can manage schedule templates at the account level regardless of project membership if "Manage Templates" is selected in the Schedule module role permissions.
Manage Forms	Enable users to add/edit forms for the projects they are a member of. UC Admin can manage forms at the account level regardless of project membership if "Manage Form Types" is selected in the role permissions.
Manage Planning Templates	Enable users to add/edit planning templates of the projects they are a member of. UC Admin can edit planning templates at the account level regardless of project membership if "Manage Templates" is selected in the Planning module role permissions.
Automation	<ul style="list-style-type: none"> • Scheduled Tasks – if the Admin role is identified as a "Run Now" role, anyone in that role can view and choose to run the scheduled tasks now. • Report Subscriptions - UC Admin can manage all subscriptions at the account level if Subscribe is selected in the Report module permissions. UC Admin can copy user reports at the account level if "Copy" is selected in the Report module permissions.



2023 to 2025 Biennium Work Plan

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

August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25				
	Property, Easements, and Crop Damage Payments⁴ Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners. 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.	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.		RRVWSP			\$ 2.21	\$ 1.66	\$ 0.55					
49	Transmission Pipeline East Contract 5C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8± 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.	Jul-23 Nov-23	Prof Svcs Const, 2026 Fin							\$ 5.64	\$ 4.23	\$ 1.41	
	Transmission Pipeline East Contract 5D Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	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.	Jul-23 Oct-23	Prof Svcs Const, 2026 Fin							\$ 5.47	\$ 4.10	\$ 1.37	
	RRV Transmission Pipeline Contract 6A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6± 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.	Jul-23 Dec-24	Prof Svcs Const, 2027 Fin							\$ 5.47	\$ 4.10	\$ 1.37	
	ENDAWS Transmission Pipeline Contract 3 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.	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.	Aug-23	ENDAWS			\$ 3.06	\$ 2.29	\$ 0.76			\$ 52.53	\$ 39.40	\$ 13.13
	Transmission Pipeline East Contracts 4A and 4B Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	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 Hurdsville at HBTs.	Feb-24	Prof Svcs			\$ 7.18	\$ 5.39	\$ 1.80					



RED RIVER VALLEY
WATER SUPPLY PROJECT



2023 to 2025 Biennium Work Plan

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

August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
8.	RRV Transmission Pipeline Contract 7 Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).	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.	Aug-23	Prof Svcs				\$	2.93	\$ 2.19	\$ 0.73			
9.	McClusky Canal Intake and Pumping Station Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal. Need: Preliminary designs are necessary so site acquisition can begin and final design can commence when land is secured.	Siting: passive intake screens, pumping station similar to MRI, and utility extension design can begin for new facility to be located near McClusky, ND.	Feb-24	Prof Svcs	\$ 0.75	\$ 0.56	\$ 0.19							
10.	Biota Water Treatment Plant and Main Pumping Station Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Feb-24	Prof Svcs	\$ 2.87	\$ 2.15	\$ 0.72							50
11.	Hydraulic Break Tanks Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide. Need: Complete design to a point where land acquisition can begin and project can move into final design next biennium.	Two 5 MG above-ground storage tanks and accessories, site piping and valves, monitoring, and utility extensions necessary for a new greenfield site.	Feb-24	Prof Svcs	\$ 0.37	\$ 0.28	\$ 0.09							
12.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for voluminous amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of contractors/ subcontractors and workflow/report additions and modifications.	Feb-24	Vend & Prof Svcs				\$	0.50	\$ 0.37	\$ 0.12			
13.	Prg Mgmt to Support Larger Spend and Expanded Team Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Aug-23	Prof Svcs				\$	0.65	\$ 0.49	\$ 0.16			
14.	Outreach, Pkg, and Design to Secure User Commitments Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update capex to reflect current market.	Aug-23	Prof Svcs				\$	1.69	\$ 1.27	\$ 0.42			

Annex VIII
25-200



**RED RIVER VALLEY
WATER SUPPLY PROJECT**

Lake Agassiz
Water Authority

2023 to 2025 Biennium Work Plan

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

August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$) ^{1,2,3}			2023-25 Biennium RRVWSP Project Constr Budget (mil \$)		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	Operational Planning and Asset Management Phase 3 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24 Aug-25	Prof Svcs Prof Svcs				\$ 0.62	\$ 0.46	\$ 0.15			
15.													
	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs				\$ 0.59	\$ 0.44	\$ 0.15			
16.													
	Additional End-User Outreach Scope: Branch pipeline conceptual design and other consulting assistance to potential end-users. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Conceptual designs and other consulting support to support end-user understanding of core pipeline and applicable branch pipeline CapEx necessary to secure MDU signatures.		Prof Svcs				\$	\$	\$			
17.													51
	McClusky Canal Hydraulic & Water Quality Investigation Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project. Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.	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	\$ 0.44	\$ 0.33	\$ 0.11						
18.													
	ENDAWS Facilities Site Development Contract 1 Scope: Final design and bidding assistance with partial execution of the construction work by GDCD. Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.	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	\$ 0.88	\$ 0.66	\$ 0.22						
19.													
	ENDAWS BWTP Piloting and Treatability Study Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration. Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs	\$ -	\$ -	\$ -	\$ 0.87	\$ 0.65	\$ 0.22			
20.													
	ENDAWS Facilities Supplemental Geotechnical Invest. Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design. Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.	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	\$ 0.89	\$ 0.66	\$ 0.22						
21.													
	ENDAWS Facilities Utility Extensions Study Scope: Study and report of electrical service extension to serve the new biota water treatment plant Need: There have been no recent studies of electrical service infrastructure necessary at the McClusky facilities site.	Evaluate substitution needs and routing of 15 to 25 miles of high-voltage power lines to serve the new BWTP. Identify permitting and easement requirements.		Prof Svcs	\$	\$	\$						Annex VIII 25-201
22.													



2023 to 2025 Biennium Work Plan

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

August 5, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Biennium RRVWSP Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}				
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%		
	ENDAWS Transmission Pipeline Contract 2														
	Scope: Final design (30% docs to 90% plans and specs).														
23.	Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.	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	\$ 1.78	\$ 1.34	\$ 0.45								
	ENDAWS Transmission Pipeline Contract 1														
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.														
24.	Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.	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.	Apr-25	Prof Svcs	\$ 1.95	\$ 1.46	\$ 0.49								
	Contingency														
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.	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.		RRVWSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25.	Need: Address and pay for changes that are sure to occur.			MR&I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
52					\$ 15.48	\$ 11.61	\$ 3.87	\$ 19.02	\$ 14.27	\$ 4.76	\$ 211.50	\$ 158.62	\$ 52.87		
TOTAL PROGRAM BUDGET													\$ 211.50	\$ 158.62	\$ 52.87

Notes:

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



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

August 12, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
	Property, Easements, and Crop Damage Payments⁴ Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
	Red River Valley Transmission Pipeline Contract 6B Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 6.24	\$ 4.68	\$ 1.56
	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 7.14	\$ 5.35	\$ 1.78
	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	Jul-25 Dec-25	Prof Svcs Const, 2028 Fin							\$ 5.83	\$ 4.37	\$ 1.46
	McClusky Facilities Final Design Services & Bidding Assist Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-25	Prof Svcs	\$ 15.00	\$ 11.25	\$ 3.75						
	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3 Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	Jan-26 Jan-27 Jan-27	Prof Svcs Prof Svcs Const	\$ 0.40	\$ 0.30	\$ 0.10						



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

August 12, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1	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.	Apr-26	Prof Srvs										
	Scope: Construction and construction phase services for initial project at greenfield site. Need: Prepare site and ready it for future construction of the biota water treatment plant.											\$ 1.20	\$ 0.90	\$ 0.30
9.	McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	Jan-26	Prof Srvs Prof Srvs Const	\$ 2.00	\$ 1.50	\$ 0.50							
	Scope: Final design services and bidding assistance for second construction project at the facilities site. Need: Complete specialty work ahead of the main biota water treatment plant construction.													
10.	McClusky Facilities Utility Extensions Design	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	Jan-26	Prof Srvs	\$ 1.50	\$ 1.13	\$ 0.38							
	Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites. Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.													
11.	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.	Jul-25	Prof Srvs				\$ 0.69	\$ 0.52	\$ 0.17				
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for significant amount of construction related documents.													
12.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Oct-25	Prof Srvs				\$ 0.75	\$ 0.56	\$ 0.19				
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.													
13.	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.	Oct-25	Prof Srvs				\$ 2.00	\$ 1.50	\$ 0.50				
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.													
14.	Operational Planning Phase 4	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Oct-25	Prof Srvs				\$ 1.50	\$ 1.13	\$ 0.38				
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.													

54

54

Annex IX
25-204



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

August 12, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Financial Planning Support Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Oct-25	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
								\$ 0.44	\$ 0.33	\$ 0.11	\$ 14.43	\$ 10.83	\$ 3.61
16.	Contingency Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs. Need: Address and pay for changes that are sure to occur.	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	N/A	GDGD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.44	\$ 0.33	\$ 0.11	\$ 14.43	\$ 10.83	\$ 3.61
					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.20	\$ 6.90	\$ 2.30	\$ 244.70	\$ 183.53	\$ 61.18
TOTAL PROGRAM BUDGET					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.20	\$ 6.90	\$ 2.30	\$ 244.70	\$ 183.53	\$ 61.18

Notes:

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.
2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.
3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.
4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.

**RRVWSP MEMORANDUM OF COMMITMENT
AND NOMINATION**

THIS RED RIVER VALLEY WATER SUPPLY PROJECT (“RRVWSP” or “Project”) MEMORANDUM OF COMMITMENT AND NOMINATION (this “MOC”), dated September 16, 2025 (the “Effective Date”), by and between Traill County, a county (the “Participant”), Lake Agassiz Water Authority (“LAWA”), a political subdivision of the state of North Dakota, and Garrison Diversion Conservancy District (“Garrison Diversion”), a political subdivision and instrumentality of the state of North Dakota (collectively the “Parties”), is a contingent acknowledgement of the Participant’s intent to financially participate in the RRVWSP.

Recitals

A. The RRVWSP is a forthcoming reliable, high quality supplemental water supply project for central and eastern North Dakota for various purposes, including domestic, rural water, municipal and industrial uses. The infrastructure making up the Project presently includes, by way of illustration and not limitation, an intake, biota water treatment plant, buried pipeline, pump stations, air release valves, discharge structure, and associated infrastructure used to transport a supplemental water supply from the Missouri River and/or the McClusky Canal to the Participant and other LAWA stakeholders.

B. LAWA is assisting in the development of the RRVWSP. LAWA is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-39 of the North Dakota Century Code.

C. Garrison Diversion is a governmental agency, body politic and corporate with the powers set forth in Chapter 61-24 of the North Dakota Century Code.

D. Participant is a county. The Participant along with each other municipality entering into a MOC are together referred to herein as the “Participants.”

E. Participant acknowledges it intends to enter into a Project Participation Agreement (“PPA”) with Garrison Diversion, LAWA, and other Participants to pay for its share of the past, current and future design, construction, operation, and maintenance of the RRVWSP and to nominate and reserve water supply capacity from the RRVWSP. The PPA is a voluminous agreement, with significant appendices. The Parties are working through edits to the PPA and appendices, so Participant is not yet comfortable signing the PPA. Participant, however, acknowledges its intent to participate in the RRVWSP and sign the satisfactory final form of the PPA upon timely completion of the editing process.

F. It is imperative to the timely and cost-efficient development to now identify as accurately as possible which Participants will be part of the RRVWSP and to identify accurately the PPA financial obligations for each of the RRVWSP Participants.

G. Throughout the development of this Project, Garrison Diversion has received at least seventy-five percent (75%) cost-share funding from the North Dakota Department of Water Resources, with an obligation to fund the twenty-five percent (25%) local cost share. Throughout

the years, the local share of Project development costs has been paid by the Cities of Fargo and Grand Forks, as well as by Garrison Diversion, with others committed to pay their respective portions of the Garrison Diversion 2023-2025 Work Plan. Through the PPA, the investments of all Participants for these past development costs will be trued up and assessed to all Participants in accordance with their nomination proportion. The PPA will also set out each Participant's responsibility for future capital and operation and maintenance costs. All Participants have had an opportunity to review the most recent version of the PPA and have an understanding of the financial requirements and operational structure of the Project. Through its signature on this MOC, the Participant sets forth its good faith intention to enter the final PPA once review and negotiations satisfactorily are complete.

Agreement

In consideration of the foregoing and the covenants and agreements set forth herein, the Parties agree as follows:

1. Participant has conducted and continues to conduct a meaningful review of its anticipated future water needs and has had the opportunity to consult with engineers and legal professionals of its own choosing, including having the opportunity to hire its own independent and unbiased representatives to advise Participant regarding its anticipated future water needs, the legal obligations under this MOC, and the draft PPA. The water nomination provided by the Participant in this MOC represents the capacity the Participant intends to contract for upon completion of PPA negotiations given the information known at this time. To secure capacity in the Project and to better identify the financial commitments expected of all Parties in the PPA, Participant hereby identifies its future water needs from the Project at ____ cfs. Of this amount, Participant anticipates that its nomination would include _____ annually for domestic needs and _____ annually for industrial needs. Garrison Diversion will prepare the PPA financial obligations using this nomination. The Parties recognize that this nomination may vary somewhat after additional analysis prior to the PPA being signed; however, it is the best estimate and intent of the Participant with information known today.
2. If Participant signs this MOC and ultimately chooses not to sign the PPA, the Participant has no property right in the nomination and has no ability to assign its nomination, rights and obligations under this MOC to any other entity.
3. There is no financial penalty to Participant if it signs this MOC and does not ultimately sign the PPA. There is no credit to Participant or reimbursement of any prior amounts that Participant may have paid to Garrison Diversion or LAWA for any Project contributions or other Project support if Participant does not sign a PPA. If Participant signs the PPA and thereafter no longer desires to receive water from the Project, Participant may be eligible to have its nomination, and the associated financial commitment therefor, assumed by LAWA or another LAWA member entity. The assumption of Participant's nomination may include the reimbursement to Participant for principal amounts contributed by Participant for capital expenses of the Project to the point of assumption. Further details on the assumption of a nomination will be outlined in the PPA.

4. Participant acknowledges there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project, including by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA and/or Garrison Diversion; (iv) different environmental risks than those previously identified; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approval or a Federal permit; (vii) the Federal Government's decision to support the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; and (ix) political interference at the local, state or Federal level. As such, there is always potential for delay of the Project, increases in the proposed Project budget, and a change in the expected financial obligation of the Participant from what has been provided. The Participant understands that the final PPA financial terms may differ from what has been presented to Participant to date, but the information presented has been a good faith estimate of the obligations that would be incurred at the nomination amount discussed to date.
5. This MOC may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This MOC shall be governed by the laws of the State of North Dakota, without giving effect to its choice of laws principles. Venue of any proceedings shall be in the state courts located in Cass County, North Dakota.
7. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, including but not limited to a signature delivered through a provider such as DocuSign®, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

WITNESS WHEREOF, the Parties hereto have executed this MOC as of the Effective Date.

GARRISON DIVERSION CONSERVANCY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LAKE AGASSIZ WATER AUTHORITY

By: _____

Name: _____

Its: _____

Date: _____

PARTICIPANT

Trail County

By: 

Name: Thomas Eblen

Title: Trail County Commission Chairperson

Date: 9-16-25

TERM SHEET

Term Sheet for the Delivery of Water Made Available by Garrison Diversion Conservancy District (GDCD) to Lake Agassiz Water Authority (LAWA) via the Red River Valley Water Supply Pipeline from the Missouri River Intake and Pumping Station/McClusky Canal Intake to the Sheyenne River Outfall.

The following Term Sheet is consistent with the LAWA Position Statements provided to the GDCD Board of Directors (the “GDCD Board”) at its regular meeting held July 17, 2025. LAWA supports the successful completion of the Red River Valley Water Supply Project (RRVWSP) to provide supplemental water supply for drought resiliency and economic development. LAWA’s members include members who hold Thompson-Acker (TA) water rights within Lake Ashtabula and LAWA is best positioned to work collaboratively with the TA water rights holders, state, and federal agencies to secure necessary agreements with agencies and members regarding the storage of RRVWSP water at Lake Ashtabula.

This Term Sheet proposes a Water Supply Agreement in which the RRVWSP project is completed using a split-delivery model, whereby LAWA will retain authority over water rights and oversee the allocation and delivery of water after it is discharged from the pipeline to end users, while GDCD would be responsible for constructing, operating, and maintaining the pipeline treatment systems and related infrastructure (the “GDCD Portion”) to all pipeline deliveries where made from the GDCD Portion either as direct taps to a branch pipeline, or outfalls to the Sheyenne, Red or James Rivers.

I. Parties	
A. GDCD	Garrison Diversion Conservancy District is a political subdivision of the State of North Dakota that holds Conditional Water Permit (CWP) No. 1416A-02 providing for the right to extract 120,000 acre feet per year (AFPY) of Missouri River Water for the Red River Valley Water Supply Project and is constructing a 72 inch diameter, 125 mile steel pipeline originating at Missouri River Intake and Pumping Station/McClusky Canal Intake, including a biota treatment facility with a terminus at Sheyenne River located north of the Lake Ashtabula Reservoir (the Sheyenne River Outfall).
B. LAWA¹	Lake Agassiz Water Authority, a North Dakota Political Subdivision, created for the purpose of storing and distributing Project Water to eastern and central North Dakota for beneficial and public uses. Pursuant to N.D.C.C. § 61-39-04.1 LAWA is authorized to study, plan, develop, and construct the RRVWSP to meet the water supply needs of eastern and central North Dakota.

¹ Current Members of LAWA include: City of Briarwood, City of Buffalo, City of Casselton, City of Colfax, City of Cooperstown, City of Davenport, City of East Grand Forks, City of Fargo, City of Forman, City of Galesburg, City of Grafton, City of Grand Forks, City of Grandin, City of Hillsboro, City of Hope, City of Horace, City of Hunter, City of Kindred, City of Langdon, City of Lisbon, City of Manvel, City of Mapleton, City of Mayville, City of Minto, City of Mooreton, City of Mountain, City of Neche, City of Park River, City of Sibley, City of Valley City, City of West Fargo, Agassiz Water Users District, Barnes Rural Water District, Dakota Rural Water District, Cass Rural Water District, Northeast Regional Water District, and Southeast Water Users District.

II. Facilities, Property, and Other Key Definitions	
A. Project	“Project” means the non-federal Red River Valley Supply Project to provide inter-basin water supply to eastern and central North Dakota, which is designed to divert Missouri River Water at an intake well located on the eastern bank of the Missouri River Intake and a Pumping Station/McClusky Canal Intake and deliver it through the Pipeline to the Sheyenne River Outfall for beneficial use in central and eastern North Dakota.
B. Exclusive Right	“Exclusive Right” means the exclusive right of LAWA, in relation to GDCD, to convey, transport, sell, impound, store and resell any and all water delivered by GDCD from either the Missouri River Intake or the Pumping Station/McClusky Canal Intake and delivered by the Pipeline to the Sheyenne River Outfall. “Exclusive Right” includes the exclusive right of LAWA, in relation to GDCD, to coordinate, facilitate, and administer the storage, delivery, and beneficial use and reuse of Project Water by its Member Entities, including any coordination, communications, and agreements with the United States Army Corps of Engineers or the North Dakota Division of Water Resources necessary to accomplish such purposes.
C. Pipeline	“Pipeline” means a 72 inch diameter, 165 mile steel pipeline originating at Missouri River Intake and/or the Pumping Station/McClusky Canal Intake with a terminus at Sheyenne River located north of the Lake Ashtabula Reservoir (the Sheyenne River Outfall) capable of conveying a rate of 165.0 Cubic Feet Per Second, including any and all terminal points for points for direct connections to the Pipeline and/or discharges into the James River or other TBD Rivers.
D. Lake Ashtabula Reservoir	“Lake Ashtabula Reservoir” means a 5,174 surface acre reservoir located in Barnes County, North Dakota, approximately 12 miles northwest of Valley City having 69,000-acre feet of storage allocated to the Thompson-Acker (TA) Permit Holders.
E. TA Permit Holders	“TA Permit Holders” means collectively the Cities of Valley City, Lisbon, West Fargo, Fargo, and Grand Forks, North Dakota.
F. Conveyance Facility	“Conveyance Facility” means a branch pipeline and/or natural or man-made open-cut channel that conveys Project Water from the Pipeline or a Conveyance Waterway to a Member Entity.

G. Conveyance Waterways	“Conveyance Waterways” means the Sheyenne River, James River, and Red River to the Point of Diversion for each of LAWA Member Entities electing to purchase Project water from LAWA.
H. Project Water Conservation	“Project Water Conservation” includes the storage of a Project water by a LAWA Member Entity in underground aquifers, drought mitigation measures, pipelines, and/or related infrastructure to reuse Project water as an alternative to including Project water in approved return flows.
I. Off-Take Facilities	“Off-Take Facilities” means any facilities which permit or distribute Project Water from the Pipeline. For clarity, this includes the facilities that enable Project water to be conveyed from the Pipeline or a Conveyance Waterway by a Conveyance Facility to a point of delivery and thereafter distributed by customers of GDCD.
J. Project Water	“Project Water” means any and all water produced, delivered, transported, and/or conveyed by the Pipeline to an Off-Take Facility.
K. Acre-Foot Per Year or AFPY	“AFPY” means approximately 325,851 gallons per year.
L. Target Project Cost	“Target Project Cost” means \$1,260,000,000 in 2024 dollars as adjusted for inflation and shall be based upon the cost associated with the use of the Pumping Station/McClusky Canal Intake.
M. Target Price	“Target Price” means a cost for each Acre Foot Per Year (AFPY) taking into account the costs incurred by LAWA pursuant to its Water Supply Agreement with GDCD and its operations, maintenance, and administrative costs as more fully defined in the Water Delivery Agreements.
N. Water Delivery Agreement	“Water Delivery Agreement” means a contract that outlines the terms and conditions, including the quantity of Project Water that will be delivered to a Member Entity.
O. Good Faith Efforts	“Good Faith Efforts” means an action undertaken by a party with an honest intention to abstain from taking any unconscientious advantage of another even through the forms or technicalities of law, together with an absence of all information or belief of facts which would render the transaction unconscientious. <u>See</u> N.D.C.C. § 1-01-49.
P. Member Entities	“Member Entities” means the City of Briarwood, City of Buffalo, City of Casselton, City of Colfax, City of Cooperstown, City of Davenport, City of East Grand Forks, City of Fargo, City of Forman, City of Galesburg, City of Grafton, City of Grand Forks, City of Grandin, City of Hillsboro, City of Hope, City of Horace, City of Hunter, City

	of Kindred, City of Langdon, City of Lisbon, City of Manvel, City of Mapleton, City of Mayville, City of Minto, City of Mooreton, City of Mountain, City of Neche, City of Park River, City of Sibley, City of Valley City, City of West Fargo, Agassiz Water Users District, Barnes Rural Water District, Dakota Rural Water District, Cass Rural Water District, Northeast Regional Water District, and Southeast Water Users District, which are the Member Entities of LAWA.
III. Proposed Transaction	
A. Summary	GDCD will deliver Project Water in amounts and at rates when called upon by LAWA to the Sheyenne Outfall for the Exclusive use of LAWA. LAWA will be responsible for the storage, conveyance, and coordination of Member Entities' use and conservation of Project Water in accordance with the terms and conditions of the Water Delivery Agreements. LAWA, in accordance with the protocols set forth in a Water Delivery Agreements with Member Entities who opt to purchase Project Water, will determine when to call for Project Water and will coordinate all activities related to the Project downstream of the Sheyenne River Outfall.
B. Use of Conveyance Facilities	LAWA will make available the Conveyance Facilities for the purposes of conveying Project Water to its Member Entities that opt to purchase Project Water in accordance with a Water Delivery Agreement by direct deliver or exchange.
C. Responsibility for Off-Take Facilities	No Off-Take Facilities will be permitted unless express prior written approval is provided by LAWA. The allocation of capital and operational costs associated with Off-Take Facilities shall be determined by mutual agreement by the Parties and LAWA shall be entitled to a ten percent upcharge on all water distributed by an Off-Take Facility.
D. Delivery of Project Water	Direct Delivery of Project Water to LAWAs Member Entities will be via the Conveyance Facilities. LAWA will enter into Water Delivery Agreements with each of its Member Entities to provide delivery options that offer both water supply reliability in dry years and are consistent with achieving a Target Price.
E. Storage of Project Water	LAWA will store Project Water pursuant to its authority under N.D.C.C. § 61-39-01 in the Lake Ashtabula Reservoir. LAWA will endeavor to coordinate, negotiate, and enter into an agreement with the TA Permit Holders, DWR, and USACE to establish, authorize, quantify, fill, and store Project Water in the Lake Ashtabula Reservoir. Any such agreement will recognize that the storage of Project Water in Lake Ashtabula shall be subject to and subordinate to the prior rights of TA

	Permit Holders to store Sheyenne River natural flows in Lake Ashtabula.
F. Project Management and Responsibilities	<ol style="list-style-type: none"> 1. <u>Project Water Conservation</u>. All permits and approvals, if any, for a Member Entity to Conserve Project Water shall be the responsibility of LAWA, in accordance with the terms and conditions of the Water Delivery Agreements. 2. <u>Conveyance Permitting</u>. LAWA in coordination with its Member Entities, including the TA Rights Holders and will assume management responsibility as may be needed for securing necessary permits for the storage and conveyance of Project Water to the points of diversion. 3. <u>Conveyance Facility Environmental Review</u>. LAWA, in coordination with its Member Entities, will assume management responsibility for securing any required/applicable environmental reviews for the storage and conveyance of Project Water to the points of diversion 4. <u>Exchanges of Project Water</u>. LAWA will assume management responsibility for any potentially requested temporary or definitive exchanges of Project Water allocations as between its Member Entities. 5. <u>SWC Cost Share Funding</u>. LAWA will request state cost share of seventy-five percent (75%) of its Project Related costs. A listing of categories for spending this money should be given.
G. Quantity	GDCD currently holds conditional Water Permit 1416A-02 pursuant to the Water Supply Agreement enabling it to supply Project Water at 145.0 Cubic Feet Per Second to the Sheyenne River Outfall, and 20.0 Cubic Feet Per Second for use in the Missouri River Basis in accordance with the Record of Decision, Eastern North Dakota Alternative Water Supply Project, Department of the Interior, dated January 2021 (the "ROD") when called upon by LAWA in order to deliver 120,000 AFPY of Missouri Water to LAWA. Upon the Effective Date, GDCD will deliver a Water Rights Title Opinion signed by counsel to GDCD identifying the nature of, including quantity of, the water rights held by GDCD and that such rights are clear and free of any litigation, liens, and/or defects.
H. Rate of Delivery	The Pipeline shall deliver a steady-state rate of delivery over a 12 month period of Project Water at 165.0 Cubic Feet Per Second. LAWA will use Good Faith Efforts to estimate its Member Entities' yearly needs for Project Water.
I. GDCD Obligations	The Water Supply Agreement will provide that GDCD will deliver the Project Water to LAWA. GDCD will assume the responsibility for operating the Pipeline in accordance with

	applicable law, permits, and conditions, and will require that its contractors, consultants, and attorneys maintain prudent and customary insurance commensurate with undertaking the construction of the Pipelines. It will covenant that it will not operate the Pipeline “for profit” in an effort to subsidize other GDCD activities.
J. LAWA Obligations	The Water Supply Agreement will provide that LAWA will store and distribute Project Water to its Members Entities and charge appropriate fees, rates, and charges to its Member Entities sufficient to maintain a reasonably required payment reserve and to pay charges imposed by GDCD pursuant to the Water Supply Agreement for distribution of Project Water.
K. Improvements within Member Entities Water Systems	The Member Entities will assume responsibility for (i) permitting any additional facilities or improvements within their respective service areas necessary to put Project Water made available to them to beneficial use; and (ii) the cost of such facilities or improvements to distribute Project Water conveyed to them via the Conveyance Facilities.
L. Cost	<p>The cost associated with the construction of the Pipeline shall not exceed the Total Project Cost. The cost of the Project Water Delivered to the Sheyenne River Outfall shall be based upon a charge composed of the following elements (i) the fixed cost of capital for the repayment of the Pipeline; (ii) a fixed cost for non-drought year operations and maintenance; and (iii) a variable charge for drought years’ operations and costs.</p> <p>LAWA will negotiate with its Member Entities to establish the rates of Member Entities including the cost of storage and conveyance of Project Water, if applicable.</p>
M. Transfers; A Transferee Cannot be a Competitor of any Member	Each Member Entity has the right, with consent from LAWA, which shall not be unreasonably withheld, to transfer their allocation of Project Water on a permanent or a temporary (annual) basis to another Member Entity or to a Public Water System designated by the transferee, <u>provided</u> that the transferee pays the additional incremental cost of the transfer, and the transferee is subject to the same terms and conditions as the transferor. LAWA will have a right of first refusal (for a period of not less than thirty-five days) to receive the temporary or permanent allocation of Project Water.
N. Loans and Grant Funding	The Parties agree to jointly seek grant funding to offset capital costs and operating expenses to achieve a “Target Project Cost.”
O. Conditions Precedent	Each of the following are express conditions precedent (“Conditions Precedent”) to the performance of an agreement and the Parties obligations hereunder must be satisfied or waived in writing by the parties, within eighteen (18) months

	<p>of the Execution Date of this Term Sheet, unless such period of time is defined in the Water Supply Agreement or extended by the Parties.</p> <ol style="list-style-type: none"> 1. The GDCD Board enacts a resolution recognizing that LAWA will be responsible for delivery of Project water downstream of the Sheyenne River Outfall and directs its consultants, staff, and attorneys to immediately comply with the resolution of the GDCD Board. 2. Execution of the Water Supply Agreement by and between GDCD and LAWA. 3. Compliance with all applicable laws and applicable regulatory review. 4. Substantial Completion of the Pipeline construction. 5. The Parties obtain sufficient loans and grants that, in the discretion of the Parties, are sufficient to achieve the Target Project Cost, but with a seventy-five percent (75%) cost share. 6. Delivery by GDCD of a water rights title opinion in a form acceptable to LAWA. 7. GDCD provides written notice to LAWA that it has substantially completed the Pipeline and is authorized to convey 145 CFS of Project water via the Pipeline to the Sheyenne River Outflow and 20 CFS to the Missouri Basin.
P. Term	<p>The Term of the Water Supply Agreement will be perpetual, provided that all of the Conditions Precedent have been achieved. The Water Supply Agreement may be terminated if the counter party is in breach of the Water Supply Agreement and the breach is not cured by the other party.</p>
Q. Early Termination	<p>LAWA may terminate the agreement with eighteen (18) months' written notice in the event that the Conditions Precedent have not been achieved.</p>

(Remainder of this page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Term Sheet on the _____ day of _____, 2025.

GARRISON DIVERSION CONSERVANCY
DISTRICT, a governmental agency, body politic
and corporate

By: _____
Jay Anderson, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Term Sheet on the _____ day of _____, 2025.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

**Lake Agassiz Water Authority
and Garrison Diversion Conservancy District**

**Red River Valley Water Supply Project
Negotiation Term Sheet
September 8, 2025**

Garrison Diversion Conservancy District (“Garrison Diversion”) and Lake Agassiz Water Authority (“LAWA”) have worked together since LAWA’s creation in order to bring a reliable, high quality water supply to central and eastern North Dakota. Since February 2025, LAWA has indicated it wants a decoupled project, taking control over all planning downstream from the end of the transmission pipeline. While Garrison Diversion has no objection to LAWA operating the Red River Valley Water Supply Project (RRVWSP or Project) upon completion, Garrison Diversion cannot, and will not, walk away from the operational planning of the RRVWSP, including reservoir operations, since it is Garrison Diversion’s legal and fiduciary obligation to design and build the RRVWSP that works for all Users who sign up to be part of the Project.

LAWA proposed a “Term Sheet” as a beginning of negotiations, which proposes completely decoupling the RRVWSP into two separate components that will exclude Garrison Diversion from meetings, decisions and any role in making sure the Lake Ashtabula (“Reservoir”) would be operated in a manner ensuring Project water delivery to both the Thompson-Acker water right holders (Fargo, Grand Forks, Valley City, Lisbon and West Fargo) and all other downstream Project Participants. Garrison Diversion has consistently protected the Thompson-Acker water right holders’ superior right to procure their annual allocations from Lake Ashtabula, yet a movement is underway by the Thompson-Acker water right holders to expand their claim to all storage capacity within Lake Ashtabula. The Thompson-Acker water right holders have approached the North Dakota Department of Water Resources (“DWR”) and the US Army Corps of Engineers (“Corps”) to assert the position they want to control all storage within Lake Ashtabula. To date, neither the DWR nor the Corps have agreed with their position. In conversations with LAWA counsel, it appears LAWA counsel defers to the Thompson-Acker water right holders and is allowing the cities of Grand Forks and Fargo to lead their claims to all storage within Lake Ashtabula. It is noteworthy that LAWA will then have to negotiate with those individual Cities and other systems for contracts to pay for the water and the Project’s use of storage within Lake Ashtabula.

Garrison Diversion is uncertain how the Thompson-Acker water right holders want to change the operation and Project water storage within Lake Ashtabula, since neither LAWA nor the Thompson- Acker water right holders will tell Garrison Diversion what their plan is. It appears the Grand Forks consultants are leading this plan, but Garrison Diversion has been told by Mayor Bochenski that Garrison Diversion has no role in these operations, so transparency is lacking. Ironically, while the Thompson-Acker water right holders and LAWA claim they control 69,000 acre-feet of water behind Baldhill Dam (per the LAWA term sheet), the Thompson-Acker water right holders only have 65,328 acre- feet in water permits. At a recent meeting, one of the principal attorneys negotiating the Term Sheet on behalf of LAWA asked whether there has been any actual

operational planning of how Garrison Diversion intends to operate the reservoir to conduct water releases. It is surprising the parties arguing so vehemently to take over this aspect of the Project have no understanding of the 20 years of modeling and model revisions conducted to make sure there is sufficient water in the Reservoir and then in the Sheyenne River to deliver water to all identified Users. It begs the question of why there is such a push to take over Lake Ashtabula operational planning from Garrison Diversion. Without its own technical staff and without any transparency in how LAWA intends to model, engineer and operate the reservoir, Garrison Diversion is simply not comfortable blindly handing over all operational planning of the Lake Ashtabula to LAWA, particularly when LAWA apparently has a new operational concept with the reservoir being proposed by the Thompson-Acker water right holders, yet will not disclose what they are planning or have not developed a plan yet. At the same time, LAWA board members are asking to give the two largest Thompson-Acker water right holders absolute veto power on most LAWA decisions through a bylaw revision. In short, until Garrison Diversion understands how the Corps and DWR view the Thompson-Acker water right holders' demands, Garrison Diversion is not willing to simply walk away from half the Project. Garrison Diversion has an obligation to the legislature, the Governor, the State Water Commission and to the Small User group to make sure the Project will be operable to deliver water as needed to all Users.

The critical issue here is that all Users, including the Thompson-Acker water right holders, have been working together for more than 20 years with the understanding this is a significant, and expensive project funded 75% by the State of North Dakota to ensure there is a supplemental water supply for users in central and eastern North Dakota. Grand Forks is paying for just over 3% of the Project, yet demands veto power over all LAWA decisions. In the past, all Users have understood and agreed they will need to make decisions that work for everyone, including hard decisions on the use of the Reservoir, pricing of water, ability of all Users to obtain access to water, bypass requirements, etc. Garrison Diversion is adamant that it must maintain its role as the lead in planning for the operation of the RRVWSP to make sure the Project will work for all Users who sign up to get water from the Project. Garrison Diversion has been very open to discussing the concept of adding Grand Forks' consultants to the operational planning team and allowing their expenses for Project water considerations to be covered by the state cost share, but Garrison Diversion cannot just walk away from RRVWSP operations.

Garrison Diversion has not approached Lake Ashtabula water storage in the manner the Thompson-Acker water right holders are advocating to the DWR and Corps; however, this does not mean Garrison Diversion is opposed to or will argue against the position if the DWR and the Corps support the Thompson-Acker water right holder's position. Garrison Diversion has made it clear if the DWR and Corps make a decision favoring the Thompson-Acker water right holders, Garrison Diversion will work with the Users to revise any necessary operational planning to ensure the Project still works for the non-Thompson-Acker right Project Users. Garrison Diversion's technical engineering team and water modeling team will need to revise their model if any of the assumptions change to make sure the Project works for the non-Thompson-Acker water right holders or otherwise continue to revise the Project. Garrison Diversion's need for continued leadership is even more pronounced when some LAWA members are advocating to limit the Project water storage,

and, at the same time, want to control all operational planning and control who can build branch pipelines to access their water. Garrison Diversion's fiduciary obligations are to design and construct a water project that works for all Users.

To date, the Thompson-Acker water right holders have been meeting to negotiate a plan amongst themselves on how they seek to control the reservoir. This group refuses to discuss their planned operation with Garrison Diversion and simply demands to decouple the Project so Garrison Diversion will have no role and no say in how LAWA operates the reservoir. The lack of transparency by LAWA, Grand Forks and Fargo with Garrison Diversion on the effort to take control of the reservoir, without any disclosed plan, causes some concern for Garrison Diversion.

It is noteworthy that the ND Century Code ("NDCC") does not provide LAWA with the specific authority to operate the RRVWSP. LAWA can "operate and manage [LAWA] to distribute water to its members" but there is no authority in the NDCC recognizing an ability of LAWA to operate the RRVWSP. This is another reason Garrison Diversion cannot simply bifurcate the Project and hand over all planning and operations at this stage to LAWA. Garrison Diversion is the party deemed as the lead for this Project, including the operational planning. We are happy to work with LAWA to jointly approach the legislature with an agreed upon legislative change next session. We cannot be fighting amongst ourselves at the legislature, but we would agree to change legislation in a manner specifically authorizing LAWA to operate a water supply enterprise as of the point where LAWA makes a call for water from Lake Ashtabula.

In addition, as Garrison Diversion has repeatedly indicated, we are willing to change the Cooperation Agreement Dispute Resolution section to provide LAWA with greater authority in decision-making as it relates to water storage, water rate structuring and other water supply issues.

It should be recognized the Thompson-Acker water right holders, in attempting to make a claim to all storage capacity of Lake Ashtabula and claim their Thompson-Acker water rights hold over the calendar year, are taking a very adversarial approach to Garrison Diversion in an attempt to take over operational planning of the reservoir. Yet, the Thompson-Acker water right holders make up approximately 90% of the Project water being nominated, so the Project storage plan is largely designed to make sure those Users have access to their water supply. Garrison Diversion's plan for operating the reservoir and storage uses the temporarily open capacity of the reservoir for Project water, 90% of which is for the Thompson-Acker water right holders. As such, this shouldn't be seen as an adversarial fight. Even if the Thompson-Acker water right holders are successful in claiming each of their capacity within the reservoir, Garrison Diversion can design an operating system that will make sure the other 10% of the Users are able to receive water from the pipeline operation, flowing through the Baldhill Dam as needed, without storage. It can be approached in a manner that makes sure the Thompson-Acker water right holders can store water behind Lake Ashtabula as they need to. Garrison Diversion has consistently worked with the Users to make sure they get the water supply they are nominating.

Finally, Garrison Diversion does not agree with allowing either Fargo or Grand Forks to have veto power over whether to allow Users to build branch pipelines to obtain their Project water, as is suggested in the LAWA Term Sheet coupled with the proposed bylaw revision. Again, Garrison Diversion's goal is to create a successful project that operates to deliver water to Users who nominate for Project water. Given the LAWA proposed Term Sheet and some comments that have been made, Garrison Diversion is not comfortable with Fargo and Grand Forks having absolute veto power over other Users access to Project water, particularly since those Users will be paying for the branch pipelines themselves. There may be situations arising in the future where competitive economic development opportunities arise or there is an adversarial position or litigation between Grand Forks or Fargo against other member entities, where there could be unequal bargaining power if these entities have total veto authority over any branch pipelines.

Garrison Diversion is willing to engage in further discussions regarding terms, but this proposed Negotiation Term Sheet addresses Garrison Diversion's biggest concerns, which the Parties need to work through, as this is a foundational element that is part of many of the other terms.

Garrison Diversion Conservancy District
Combined Income Statement
For the Period Ending November 30, 2025

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

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

Garrison Diversion Conservancy District
Expense Budget Analysis Statement
Through the Month Ending November 30, 2025

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

GARRISON DIVERSION CONSERVANCY DISTRICT

EXPENSE BUDGET ANALYSIS STATEMENT

Through the Month Ending November 30, 2025

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

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

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

Through the Month Ending November 30, 2025

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

GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES STATEMENT November 30, 2025	
OPERATING RESERVE	
Operating Reserve authorized to be established in the amount of \$300,000.00 per resolution of the Board dated January 15, 1970. Limit changed to \$330,000 by Board action on January 6, 1995. Reserve cap removed by Board action July 2, 1997.	\$6,161,839.85
O&M EMERGENCY RESERVE	
O&M Emergency Reserve to be established in the amount of \$500,000.00 by Article 13 (a) of the Master Contract and by action taken by the Board dated January 16, 1970. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$822,817.55 by Board action July 2, 1997.	750,000.00
DEFICIENCY RESERVE	
Deficiency Reserve to be established in the amount of \$750,000.00 by Article 13 (b) of the Master Contract. Limit changed to \$1,500,000.00 July 1980. Reserve capped at \$802,287.54 by Board action July 2, 1997.	750,000.00
PROJECT DEVELOPMENT RESERVE	
Project Development Reserve to be established in the amount of \$750,000.00 by resolution of the Board dated July 17, 1969. Limit changed to \$1,000,000.00 July 1982. Reserve capped at \$915,592.98 by Board action July 2, 1997.	915,592.98
TOTAL GARRISON DIVERSION CONSERVANCY DISTRICT RESERVES	\$8,577,432.83

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

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

Garrison Diversion Conservancy District Gate City Bank Deposit and Pledging Summary November 30, 2025				
Account Type		Interest Rate	Maturity Date	Balance
Checking Accounts				
x4310	Irrigation Fund	0.00%		\$ 99,164.40
x1561	M R & I Working Fund	0.00%		\$ 5,722.62
x4336	Operations & Maint Ckg & Sweep	3.15%		\$ 4,123,234.30
x4328	Red River Valley Ckg & Sweep	3.15%		\$ 10,222,037.25
				\$ 14,450,158.57
Savings Accounts				
x1546	O&M - Accrued Leave Reserve	3.02%		\$ 188,399.66
x1553	Irrigation - Debt Service Reserve	3.02%		\$ 294,220.84
Total Savings Balance				\$ 482,620.50
Certificates of Deposit				
xxx0234	O&M Emergency Reserve			\$ 750,000.00
Total CD Balance				\$ 750,000.00
Total Deposits				\$ 15,682,779.07
Pledging	Total Deposits			\$ 15,682,779.07
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			15,432,779.07
	Total Pledging Required on all Deposits		x 110%	16,976,056.98
	Less: Pledging			23,745,215.37
	Pledging Excess			\$ 6,769,158.39

Garrison Diversion Conservancy District Funds in Bravera Bank & Pledging Summary November 30, 2025				
Fund	Account Name/Reserve	Interest Rate	Maturity Date	Balance
General	Checking Account Cash	3.00%		\$ 189,245.18
Total Checking Account Balance				\$ 189,245.18
x8084	Certificate of Deposit	4.15%	11/27/25	\$ 1,000,000.00
x8616	Certificate of Deposit -Project Dvlpmnt	4.15%	12/13/25	\$ 248,691.81
x4424	Certificate of Deposit -Project Dvlpmnt	4.10%	07/26/26	\$ 353,362.19
x6140	Certificate of Deposit	4.45%	09/23/26	\$ 1,000,000.00
x6524	Certificate of Deposit -Operating Reserve	3.85%	10/08/26	\$ 1,000,000.00
Total Investments				\$ 3,602,054.00
Total Deposits				\$ 3,791,299.18
Pledging	Total Deposits			\$ 3,791,299.18
	Less:FDIC Coverage			(250,000.00)
	Deposit Balance to Secure			\$ 3,541,299.18
	Total Pledging Required on all Deposits		x 110%	\$ 3,895,429.10
	Less: Pledging			\$ 4,398,139.00
	Pledging Excess			\$ 502,709.90

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

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

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

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

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

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget of Revenues and Expenditures
Rv5

	General Fund	Operations & Maintenance Fund	Municipal, Rural, and Industrial Fund	Red River Valley Water Supply Project	Irrigation Fund	Total
REVENUES:						
Irrigation Admin	\$ 975					\$ 975
Project Income						-
Lease Income						-
Miscellaneous Income	\$ -					-
Interest Income	\$ 462,000		\$ 60		\$ 2,700	\$ 464,760
Tax Levy/State Aid	\$ 4,420,000					\$ 4,420,000
O&M Non-project Income		\$ 186,978				\$ 186,978
Contract Revenue	\$ 73,500	\$ 5,648,546	\$ 30,111,940	\$ 120,662,983	\$ 483,300	\$ 156,980,268
Total Revenues	\$ 4,956,475	\$ 5,835,524	\$ 30,112,000	\$ 120,662,983	\$ 486,000	\$ 162,052,981
EXPENDITURES:						
Directors Expense	\$295,730					\$ 295,730
Employee Expenses	\$1,722,110	\$ 2,537,939	\$ 90,000			\$ 4,350,049
Administrative Expenses	\$301,300	\$ 151,128	\$ -			\$ 452,428
Public Education	\$ 305,925					\$ 305,925
Professional Services	\$ 771,000	\$ 599,011		\$ 1,250,000		\$ 2,620,011
Irrigation Development	\$166,000					\$ 166,000
Recreation Matching	\$1,260,000					\$ 1,260,000
Water Assistance Grant	\$ 300,000					\$ 300,000
Irrigation Districts Expenses	\$ 2,000					\$ 2,000
Maintenance & Repairs	\$130,000	\$ 1,160,474			\$ 271,000	\$ 1,561,474
Capital Purchases	\$ 531,000	\$ 421,000		\$ 118,750,000	\$ -	\$ 119,702,000
MR&I Project Expenditures			\$ 30,000,000			\$ 30,000,000
Debt Service Payments				\$ 374,936	\$ 192,000	\$ 566,936
Interest on Debt Service				\$ 288,046	\$ 23,000	\$ 311,046
Total Expenditures	\$ 5,785,065	\$ 4,869,552	\$ 30,090,000	\$ 120,662,983	\$ 486,000	\$ 161,893,599
Revenues Over (Under) Expenditures*	\$ (828,590)	\$ 965,972	\$ 22,000	\$ -	\$ -	\$ 159,382
Transfers In (Out)	\$ 1,141,472	\$ (1,119,472)	\$ (22,000)	\$ -	\$ -	-
Net Change in Fund Balance	\$ 312,882	\$ (153,500)	\$ -	\$ -	\$ -	\$ 159,382

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv5

	Budget 2025	Revision	Revised Budget
<u>Directors Expense</u>			
Directors Per Diem	\$ 151,200		\$ 151,200
Directors Exp	\$ 144,530		\$ 144,530
Total Directors Expense	\$ 295,730	\$ -	\$ 295,730
<u>Employee Expense</u>			
Employee Salaries	\$ 1,071,500		\$ 1,071,500
General Managers Expense	\$ 21,000		\$ 21,000
Travel	\$ 72,000	\$ -	\$ 72,000
Administrative Officer	\$ 25,000		\$ 25,000
District Engineer	\$ 10,000		\$ 10,000
Engineer	\$ 6,000		\$ 6,000
Communications Director	\$ 6,000		\$ 6,000
Emp Exp Other	\$ 25,000		\$ 25,000
Professional Development	\$ 17,000	\$ -	\$ 17,000
Employee Training	\$ 15,000		\$ 15,000
Wellness Program	\$ 2,000		\$ 2,000
Benefits	\$ 540,610	\$ -	\$ 540,610
GDCD FICA	\$ 87,535		\$ 87,535
Retirement	\$ 157,500		\$ 157,500
Hospital & Life Insurance	\$ 242,000		\$ 242,000
Unemployment Comp	\$ 5,275		\$ 5,275
Vision / Dental	\$ 18,425		\$ 18,425
Workforce Safety Insurance	\$ 1,345		\$ 1,345
Long Term Disability Ins	\$ 10,700		\$ 10,700
Vacation/Sick Leave Liability	\$ 17,830		\$ 17,830
Total Employee Expense	\$ 1,722,110	\$ -	\$ 1,722,110
<u>Administration</u>			
Postage	\$ 4,400		\$ 4,400
Communications	\$ 16,600		\$ 16,600
Utilities	\$ 39,200		\$ 39,200
Meetings & Events	\$ 29,400	\$ (17,000)	\$ 12,400
Subscriptions	\$ 12,500		\$ 12,500
Miscellaneous	\$ 3,500	\$ 1,000	\$ 4,500
Data Processing	\$ 61,550	\$ 16,000	\$ 77,550
Employee Recruiting	\$ -		\$ -
Supplies	\$ 12,300		\$ 12,300
Small Office Equipment	\$ 30,430		\$ 30,430
Dues	\$ 14,000		\$ 14,000
Insurance	\$ 19,200	\$ 12,000	\$ 31,200
Annual Independent Audit	\$ 46,220		\$ 46,220
Total Administration	\$ 289,300	\$ 12,000	\$ 301,300
<u>Public Education</u>			
GDCD Tours	\$ 10,000		\$ 10,000
ND Water Users	\$ 20,000		\$ 20,000
ND Water Coalition	\$ 14,000		\$ 14,000
ND Water Magazine	\$ 20,000		\$ 20,000
Missouri River Joint Board	\$ 61,925		\$ 61,925
Upper Sheyenne	\$ 150,000		\$ 150,000
Conferences/Sponsorships	\$ 20,000		\$ 20,000
Miscellaneous	\$ 10,000		\$ 10,000
Total Public Education	\$ 305,925	\$ -	\$ 305,925

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv5

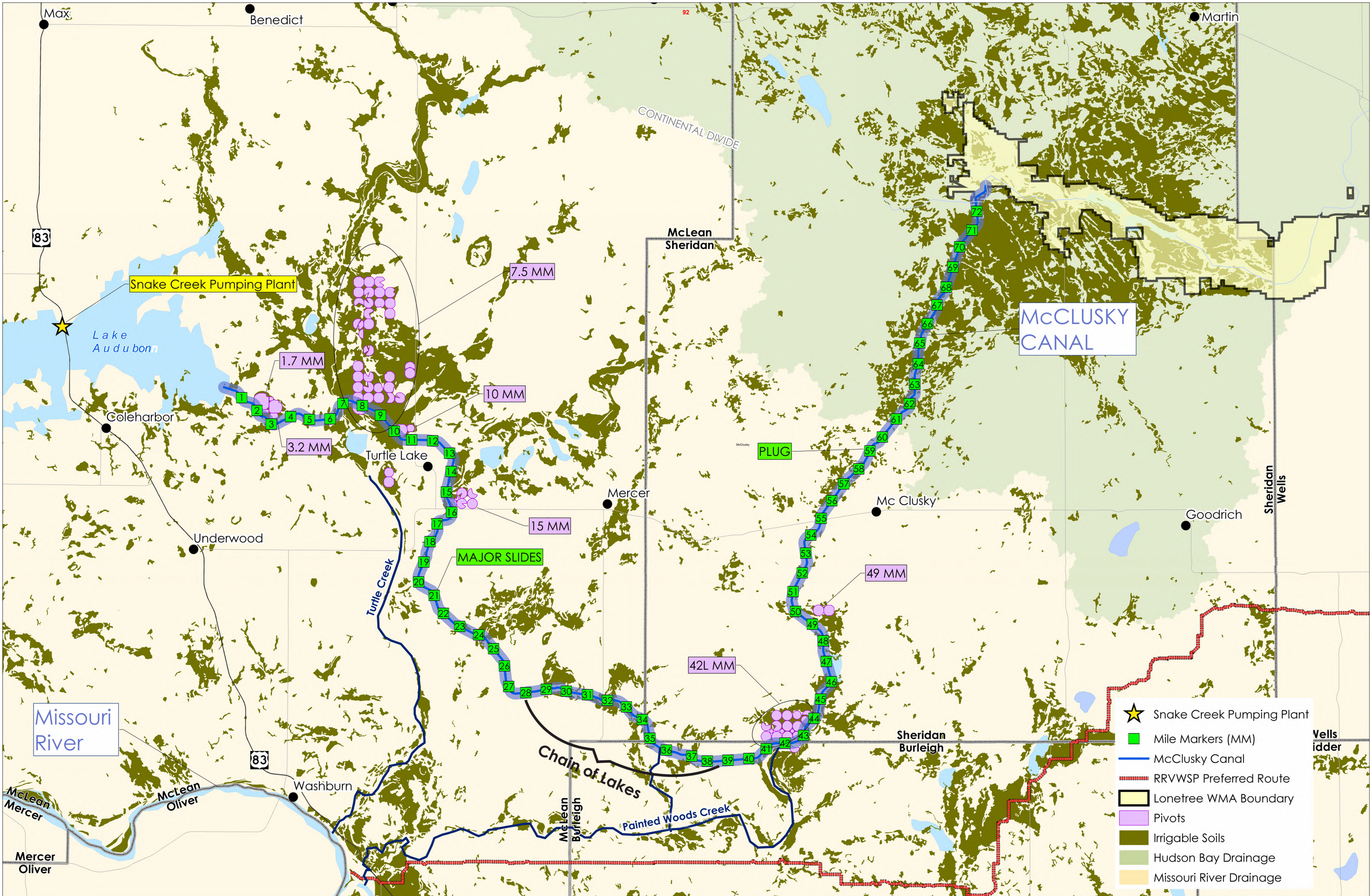
	Budget 2025	Revision	Revised Budget
<u>Professional Services</u>			
Communications	\$ 140,000		\$ 140,000
Engineering	\$ 125,000		\$ 125,000
RRVWSP Development	\$ 273,000	\$ (12,000)	\$ 261,000
Technical Support for LAWA	\$ 15,000	\$ (12,000)	\$ 3,000
Engineering	\$ 50,000	\$ (17,000)	\$ 33,000
Legal	\$ 132,000	\$ 17,000	\$ 149,000
Financial	\$ 10,000		\$ 10,000
Consultants	\$ 50,000		\$ 50,000
Meeting, Misc. Exp	\$ 16,000		\$ 16,000
Prof Services Other	\$ 45,000		\$ 45,000
Legal Services	\$ 200,000		\$ 200,000
Total Professional Services	\$ 783,000	\$ (12,000)	\$ 771,000
<u>Irrigation Development</u>			
ND Irrigation Association	\$ 50,000		\$ 50,000
NDSU Oakes Irrigation Site			\$ -
Bob Titus Lease	\$ -		\$ -
Irrigation Development	\$ 26,000	\$ 90,000	\$ 116,000
Total Irrigation Development	\$ 76,000	\$ 90,000	\$ 166,000
<u>Recreation</u>			
Recreation Matching	\$ 1,250,000		\$ 1,250,000
DWRA Recreation Program	\$ 10,000		\$ 10,000
Total Recreation	\$ 1,260,000	\$ -	\$ 1,260,000
<u>Water Assistance</u>			
Water Assistance Grant	\$ 300,000	\$ -	\$ 300,000
<u>Irrigation District Expense</u>			
Irrigation District Expenses	\$ 2,000	\$ -	\$ 2,000
<u>Maintenance & Repair</u>			
Equipment Maintenance	\$ 27,000		\$ 27,000
Small Yard Equipment Purchases	\$ 10,000		\$ 10,000
Land & Bldg Maintenance	\$ 45,000	\$ 25,000	\$ 70,000
Auto Expense	\$ 20,000	\$ 3,000	\$ 23,000
Total Maintenance & Repair	\$ 102,000	\$ 28,000	\$ 130,000
<u>Capital Purchases</u>			
Office Equip & Furniture	\$ 137,000	\$ (28,000)	\$ 109,000
Yard Equipment	\$ 20,000		\$ 20,000
Vehicle	\$ 132,000		\$ 132,000
Land & Buildings	\$ 270,000		\$ 270,000
Total Capital Purchases	\$ 559,000	\$ (28,000)	\$ 531,000
General Fund Subtotal	\$ 5,695,065	\$ 90,000	\$ 5,785,065

GARRISON DIVERSION CONSERVANCY DISTRICT
2025 Budget Revision
Rv5

	Budget 2025	Revision	Revised Budget
<u>Irrigation Fund</u>			
McClusky Canal Irrigation	\$ 271,000	\$ -	\$ 271,000
Construction	\$ -		\$ -
Operations	\$ 271,000		\$ 271,000
Debt Payments	\$ 215,000	\$ -	\$ 215,000
Principal	\$ 192,000		\$ 192,000
Interest	\$ 23,000		\$ 23,000
Total Irrigation Fund	\$ 486,000	\$ -	\$ 486,000
<u>GDU O & M</u>			
Salaries & Benefits	\$ 2,468,278	\$ -	\$ 2,468,278
Salaries	\$ 1,598,362		\$ 1,598,362
Benefits	\$ 869,916		\$ 869,916
Travel	\$ 12,006	\$ 2,500	\$ 14,506
Training	\$ 1,100		\$ 1,100
Utilities	\$ 76,300	\$ 25,000	\$ 101,300
Contracted Services (Eng / Survey)	\$ 599,011		\$ 599,011
Supplies	\$ 351,033	\$ 115,000	\$ 466,033
Equipment Purchases	\$ 421,000		\$ 421,000
Small Equipment Purchases	\$ -		\$ -
Equipment Rental	\$ 4,000		\$ 4,000
Equipment Maintenance	\$ 453,441		\$ 453,441
Safety	\$ 43,055	\$ 11,000	\$ 54,055
Miscellaneous	\$ 49,828		\$ 49,828
Materials	\$ 237,000		\$ 237,000
Total GDU O & M	\$ 4,716,052	\$ 153,500	\$ 4,869,552
<u>MR&I Fund</u>			
Salaries & Benefits	\$ 90,000		\$ 90,000
State Administration	\$ -		\$ -
MR&I Project Expenditures	\$ 30,000,000		\$ 30,000,000
Total MR&I Fund	\$ 30,090,000	\$ -	\$ 30,090,000
<u>RRV Water Supply Project</u>			
Right of Way	\$ 1,250,000		\$ 1,250,000
Design/Construction in Progress	\$ 117,500,000		\$ 117,500,000
Professional Services	\$ 1,250,000	\$ -	\$ 1,250,000
Financing/Legal/Administration	\$ 1,000,000	\$ (65,000)	\$ 935,000
Other Engineering	\$ 250,000	\$ 65,000	\$ 315,000
Debt Payments	\$ 662,983	\$ -	\$ 662,983
Principal	\$ 315,911	\$ 59,025	\$ 374,936
Interest	\$ 347,071	\$ (59,025)	\$ 288,046
Total RRVWSP	\$ 120,662,983	\$ -	\$ 120,662,983
TOTAL ALL FUNDS	\$ 161,650,099	\$ 243,500	\$ 161,893,599

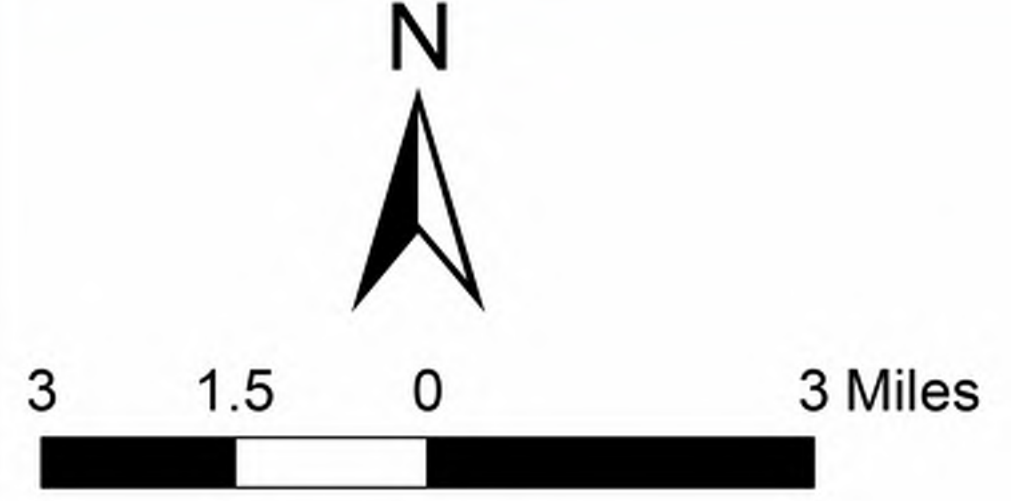
Budget Preparation Timeline

January 2025	Present 2024 budget revisions to Board of Directors for approval
March 2025	Present 2025 budget revisions to Executive Committee for approval (if needed) Present 2024 budget final revisions to Executive Committee for approval (if needed)
April 2025	Submission of preliminary 2026 budget (version 1) requests from staff Present 2024 budget final revisions to Board of Directors for approval (if needed)
June 2025	Present 2026 draft budget (version 2) to Executive Committee Present 2025 budget revisions to Executive Committee for approval
July 2025	Present 2026 budget (version 3) to Board of Directors
September 2025	Present 2025 budget revisions to Executive Committee for approval (if needed) 2026 budget public hearing at Special Board of Directors Meeting Final 2026 budget approval by the Board of Directors
October 2025	2026 budget and tax levy due to member counties
December 2025	Present 2025 budget revisions to Executive Committee for approval (if needed)
January 2026	Present 2025 budget revisions to Board of Directors for approval
March 2026	Present 2026 budget revisions to Executive Committee for approval (if needed) Present 2025 budget final revisions to Executive Committee for approval (if needed)



- ★ Snake Creek Pumping Plant
- Mile Markers (MM)
- McClusky Canal
- RRVWSP Preferred Route
- ▭ Lonetree WMA Boundary
- Pivots
- Irrigable Soils
- Hudson Bay Drainage
- Missouri River Drainage

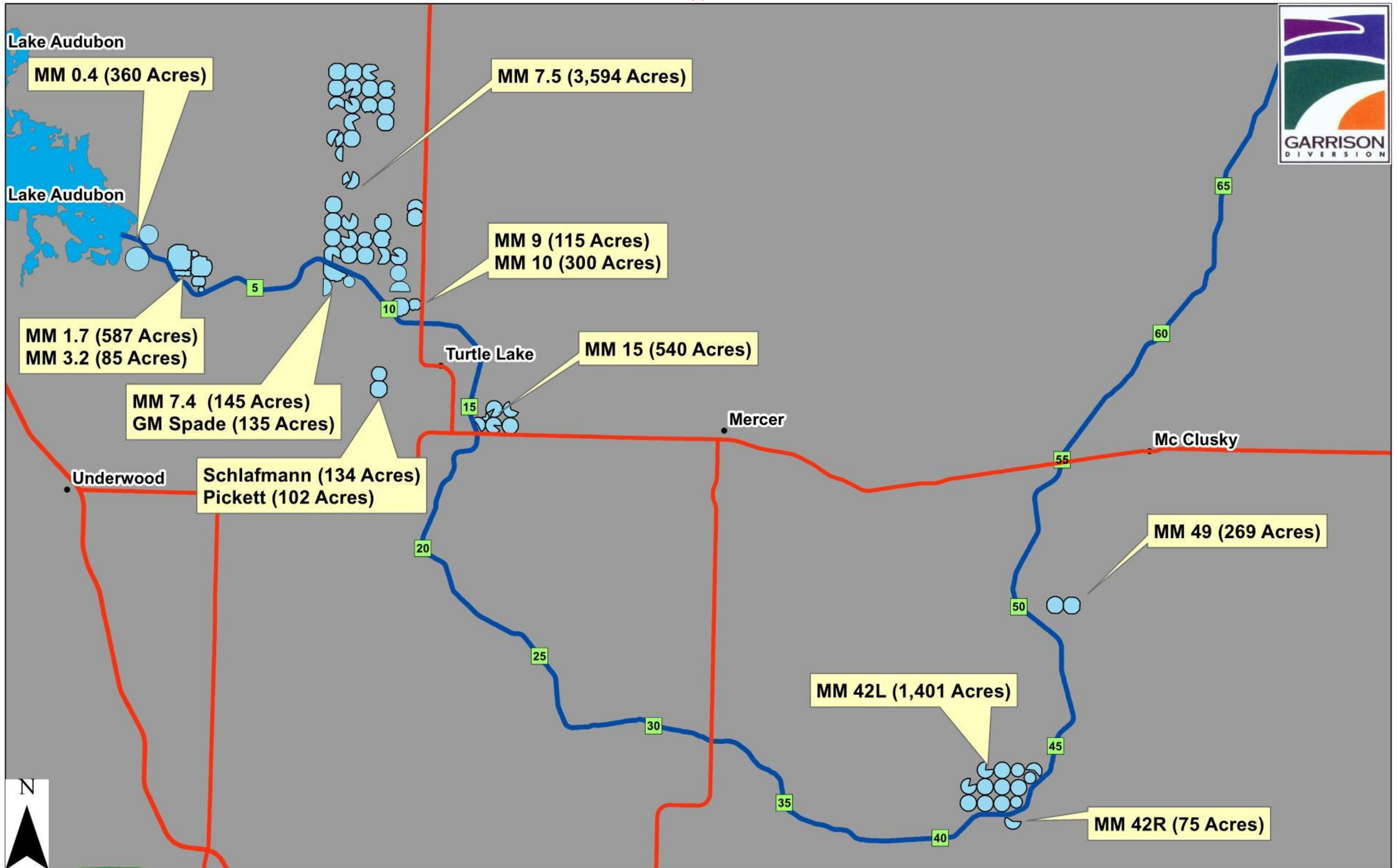
McCLUSKY CANAL



Date: 2/15/2019



Edited by: hrecords
 Imagery 2015 NAIP
 Coordinate System: UTM Zone 14N
 C:\Data\Projects\WAFS\B\Black & Veatch\00200-2017-028\GIS\McClusky Canal Irrigable Lands.mxd



December 5, 2025

NORTH DAKOTA

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

Policy Update

See you next week for Water Convention!

The 62nd Joint Water Convention is next week, December 9-11, in Bismarck. We hope to see you there! We have two days of speakers and panels as well as lots of opportunities to network. As a reminder, the Upper Missouri Water Association will also be joining us and will provide a regional perspective on Missouri River water use.

The Water Users, Water Resource Districts Association and Irrigation Association will meet to discuss their policy resolutions on Wednesday and Thursday afternoons. As a reminder, any Water Users, Irrigation or Water Resource District member in good standing for 2025 or 2026 is eligible to participate in the Resolutions Committee process. Anyone who plans to participate in the Resolutions Committee should complete a Voting Delegate Form (available at registration) and turn it in prior to the first meeting of the Resolutions Committee.

Please note that members of the Water Resource Districts Association (WRDA) are the districts. As such, staff recommend that boards appoint an individual to represent them at the Resolutions Committee meetings. In like fashion, businesses that are members of the Water Users and/or Irrigation Associations should also appoint a single representative to vote on their behalf. Individuals who are chosen to represent boards or businesses who are also individual members in an association will have two votes to cast: one on behalf of the board or business and one on behalf of themselves.

All proposed policy resolutions must be submitted in writing prior to or during the Resolutions Committee meeting. Proposed resolutions can be submitted to Dani at dquissell@ndwater.net.

Interim Water Topics Committee Meeting

The interim Water Topics Committee will meet on Tuesday, December 9, at 8:30 a.m. at the Capitol in Bismarck. The [agenda](#) includes a presentation from the Water Resource Districts Association on the legislature's study of water management on a watershed basis. All are welcome to attend.

WOTUS Update

The U.S. Army Corps of Engineers and the EPA released [their proposed WOTUS rule](#) that would establish a clear, durable, common-sense definition of "waters of the United States" under the Clean Water Act. [Click here to view](#) the press release which provides an overview of the rule.

Sen. Cramer is hosting EPA Assistant Administrator for Water, Jessica Kramer, in Bismarck on December 12 at 9:30 a.m. for a listening session on the proposed rules. The meeting will be held in person at Bismarck State College or via Zoom. Registration is required. To register, [click here](#).

Upcoming Events

The interim Water Topics Committee will [meet](#) on December 9 at 8:30 a.m. at the Capitol in Bismarck.

Mark your calendars for the [62nd Annual Joint North Dakota Water Convention & Upper Missouri Water Association & Irrigation Workshop](#) to be held Dec. 9-11 at the Bismarck Hotel and Conference Center.

The Waters of the US (WOTUS) listening session will take place on December 12 at Bismarck State College beginning at 9:30 a.m. [Registration is required.](#)

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

NOV 03 2025



Missouri River Joint Water Board

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

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

October 29, 2025

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

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

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

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

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

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

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

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

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

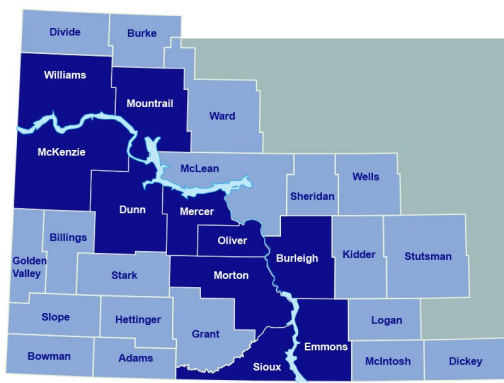
Sincerely,

Wade Bachmeier, MRJWB Chair

Budget 2026 version 2

Missouri River Joint Water Board: EAE Program for Calander Year 2026

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



Missouri River Joint Water Board

mrjwb.weebly.com

November 17, 2025

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

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

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

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

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

Thank you again for your partnership in this effort.

Sincerely,

Greg Lange

Gregory L. Lange

Secretary

Missouri River Joint Water Board
2026 Operating Budget (proposed)

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

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



Black & Veatch Corporation

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

Task Order GF 1.50 – 2026 Strategic Communications Services

Effective Date – January 1, 2026

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

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

I. PROJECT BACKGROUND

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

II. TASK ORDER OBJECTIVES

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

III. GENERAL REQUIREMENTS

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

IV. BASIC SERVICES

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

Communications

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

1. Task 1 – Strategic Communications Planning and Management

Task 1 includes overall management of Project Development related to communications and public outreach, the strategic development of and deployment of communication efforts for various audiences, Communications Team meetings with Garrison Diversion staff, and analytics report development for the newsletter, social media, and websites.

2. Task 2 – Content Development

Task 2 includes working with Garrison Diversion staff and LAWA members to plan, coordinate, strategize, and create communications materials to be disseminated as articles, news releases, handouts, mailers, presentations, and website content to educate and engage stakeholders, end users, affected landowners, legislators, the media, and the public on key areas of the project. This includes the quarterly RRVWSP newsletter, weekly social media posts, as well as on-call communications assistance. This task includes working with Garrison Diversion staff, LAWA members, and public affairs consultants to respond to requests for information during the legislative interim, in support of the current biennium and the upcoming 2027 legislative session.

Media monitoring and strategic message development to respond to media inquiries, misinformation, and media coverage opportunities are also included in this task. Additionally, the task includes the annual costs of the Constant Contact email marketing account utilized to send the newsletter, event invitations, and other Project updates, as well as Meltwater, a program that tracks traditional media and social media sentiments about the Project, Garrison Diversion, and LAWA.

3. Task 3 – Graphic Design

Task 3 includes the development of graphic illustrations in support of the RRVWSP in presentations, maps, flyers/handouts, videos, websites, invitations, poster boards, and conference booths. This task also includes graphic design services as described above to provide an extension of staff on an on-call basis.

4. Task 4 – Videography

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

5. Task 5 – Website Maintenance

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

V. DELIVERABLES

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

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

VI. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than 14 calendar days after receipt of deliverables from Engineer's Consultant.
2. Provide Relevant Information. Owner agrees to provide relevant information and content regarding requirements for the various tasks. The Engineer's Consultant shall be entitled to use and rely upon all information provided by the Owner or Owner's consultants in performing services under this Task Order.

- 3. Advertising and Rental Fees. Owner agrees to pay directly to publication(s) or venues the fees of all public advertisements or in relation to conferences and events.

VII. FEE

The total fee for Basic Services provided under this Task Order is seventy thousand ninety-three dollars (\$70,093).

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

VIII. PERFORMANCE SCHEDULE

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

IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

X. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please print and sign this document. You should retain one copy for your files and return an electronic copy via email to Paul Boersma (BoersmaPM@BV.com) with Black & Veatch Corporation.

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

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

Dated:

Dated:

ATTACHMENT A

Fee Estimate Worksheets



Garstson
BV Project No. xxxxxx

Task	Lead Firm	Position	Per	Hr	Com III	Com II	Com I	Com III	Labor Level of Effort (hrs)	Labor Cost	Expense	Expense	Expense	Expense	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost	TOTAL Expense	TOTAL Fee	
																				Travel
IV BASIC SERVICES																				
1	AE2S	Strategic Communications Planning and Management	40	80	36	8	0	0	144	\$24,322.08	\$400	\$0	\$0	\$0	\$400	144	\$24,324	\$400	\$24,724	
A	AE2S	Client Communications / Meetings	32	32	32	0	0	0	104	\$17,031	\$0	\$0	\$0	\$0	\$400	104	\$17,031	\$400	\$18,031	
B	AE2S	Analysis and Reporting	0	12	0	0	0	0	12	\$1,823	\$0	\$0	\$0	\$0	\$0	12	\$1,823	\$0	\$1,823	
C	AE2S	Communications Strategy	8	16	4	0	0	0	28	\$4,870	\$0	\$0	\$0	\$0	\$0	28	\$4,870	\$0	\$4,870	
2	AE2S	Content Development	12	84	4	0	0	0	100	\$16,158.38	\$0	\$0	\$0	\$0	\$0	100	\$16,158	\$0	\$16,158	
A	AE2S	Quarterly digital newsletter production	0	32	0	0	0	0	32	\$4,061	\$0	\$0	\$0	\$0	\$0	32	\$4,061	\$0	\$4,061	
B	AE2S	Media monitoring and potential responses	4	16	0	0	0	0	20	\$3,389	\$0	\$0	\$0	\$0	\$0	20	\$3,389	\$0	\$3,389	
C	AE2S	Facebook, Twitter, YouTube on site monitoring	0	8	4	0	0	0	12	\$1,739	\$0	\$0	\$0	\$0	\$0	12	\$1,739	\$0	\$1,739	
D	AE2S	Quarterly social media advertising scheduling	0	24	0	0	0	0	24	\$3,646	\$0	\$0	\$0	\$0	\$0	24	\$3,646	\$0	\$3,646	
E	AE2S	Insert in digital ad spend	8	4	0	0	0	0	12	\$2,524	\$0	\$0	\$0	\$0	\$0	12	\$2,524	\$0	\$2,524	
3	AE2S	Graphic Design	0	8	24	80	80	0	112	\$13,854.64	\$0	\$300	\$0	\$0	\$300	112	\$13,854	\$300	\$14,154	
A	AE2S	Graphic design	0	8	24	80	80	0	112	\$13,854.64	\$0	\$300	\$0	\$0	\$300	112	\$13,854	\$300	\$14,154	
4	AE2S	Video/Graphic	0	8	32	4	4	0	44	\$7,032.82	\$400	\$0	\$0	\$0	\$400	44	\$7,032	\$400	\$7,432	
A	AE2S	Video/Graphic	0	8	32	4	4	0	44	\$7,032.82	\$400	\$0	\$0	\$0	\$400	44	\$7,032	\$400	\$7,432	
5	AE2S	Website Maintenance	0	8	0	0	0	0	28	\$4,282.78	\$0	\$0	\$0	\$0	\$0	28	\$4,282	\$0	\$4,282	
A	AE2S	Website Maintenance	0	8	0	0	0	0	28	\$4,282.78	\$0	\$0	\$0	\$0	\$0	28	\$4,282	\$0	\$4,282	
Total for Basic Services										428	\$64,152.44	\$1,000	\$300	\$4,641	\$69,152	428	\$64,152	\$69,152	\$70,000	

GARRISON DIVERSION CONSERVANCY DISTRICT					
MR&I Project Construction Report					
November 30, 2025					
Current Funding					
Project	Federal MR&I Funding	Prior MR&I Fund Expenditures	2025 MR&I Fund Expenditures	Total Expenditures	Federal MR&I Funding Remaining
ENDAWS	\$ 6,870,000.00	\$ 1,137,139.07	\$ 389,178.49	\$ 1,526,317.56	5,343,682.44
NAWS-Biota Treatment Plant	\$ 66,574,495.85	\$ 57,412,338.49	\$ 2,527,480.88	\$ 59,939,819.37	6,634,676.48
NAWS-Westhope to Souris River (2-4B)	\$ 4,660,000.00	\$ 3,210,130.47		\$ 3,210,130.47	1,449,869.53
Totals	\$ 78,104,495.85	\$ 61,759,608.03	\$ 2,916,659.37	\$ 64,676,267.40	\$ 13,428,228.45

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

Current Funding

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

GARRISON DIVERSION CONSERVANCY DISTRICT WATER ASSISTANCE GRANT PROGRAM OUTSTANDING PROJECTS June 1, 2021 to November 30, 2025									
COUNTY	Sponsor	PROJECT	GRANT APPROVAL DATE	OUTSTANDING PROJECTS	PROJECTS APPROVED 2025	EXPENDITURES 1-1-21 to 12-31-2024	EXPENDITURES 1-1-25 to 11-30-25	AMOUNTS RETURNED TO PROGRAM	BALANCE REMAINING 11-30-25
Barnes	BRWD	Capman, Lance	05-19-25		\$ 5,950.00			\$ 5,950.00	\$ -
Barnes	BRWD	Lahlum, Steve	05-19-25		\$ 6,700.00		\$ 6,520.71	\$ 179.29	\$ -
Barnes	BRWD	Lindgren, Garth	05-19-25		\$ 7,375.00		\$ 6,674.64	\$ 700.36	\$ -
Barnes	BRWD	Miller, Randy	05-19-25		\$ 7,750.00		\$ 7,750.00		\$ -
Barnes	BRWD	Olson, Shawn	05-19-25		\$ 6,000.00		\$ 6,000.00		\$ -
Barnes	BRWD	Rodin, Lucas	05-19-25		\$ 4,688.00		\$ 4,688.00		\$ -
Barnes	BRWD	Smith, Austin	05-19-25		\$ 7,525.00		\$ 7,399.09	\$ 125.91	\$ (0.00)
Benson	ASWUD	Wheeler, Todd	05-19-25		\$ 6,407.00				\$ 6,407.00
Benson	CPWD	Evje, Brent	05-19-25		\$ 3,725.00		\$ 2,453.84	\$ 1,271.16	\$ -
Benson	CPWD	Kallenback, Brad	05-19-25		\$ 3,550.00				\$ 3,550.00
Benson	CPWD	O'Connell, Sarah	08-18-25		\$ 4,213.00				\$ 4,213.00
Bottineau	ASWUD	Hagen, Olen	09-16-24	\$ 10,000.00			\$ 10,000.00		\$ -
Bottineau	ASWUD	Mullins, James	09-16-24	\$ 10,000.00					\$ 10,000.00
Bottineau	ASWUD	Hosna, Steve	05-19-25		\$ 10,000.00				\$ 10,000.00
Bottineau	ASWUD	Larson, Todd/Wright, Tessa	05-19-25		\$ 10,000.00				\$ 10,000.00
Bottineau	ASWUD	Lider, Donovan	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Bottineau	ASWUD	Marsh, Matthew	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Burleigh	SCRWD	Clausen, Dave	05-19-25		\$ 10,000.00				\$ 10,000.00
Burleigh	SCRWD	Sillman, Ethan	08-18-25		\$ 10,000.00				\$ 10,000.00
Burleigh	SCRWD	Hellman, Jesse	08-18-25		\$ 6,281.00				\$ 6,281.00
Cass	CRWD	Pfeifer, Alex	05-10-23	\$ 10,000.00				\$ 10,000.00	\$ -
Cass	CRWD	Claus, Dylan	08-24-23	\$ 9,025.00				\$ 9,025.00	\$ -
Cass	CRWD	Korthof, Jack	08-24-23	\$ 8,413.00				\$ 8,413.00	\$ -
Cass	CRWD	Flom, Renee	05-19-25		\$ 2,761.00				\$ 2,761.00
Cass	CRWD	Luther, Danny	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Cass	CRWD	Luther, Devin	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Cass	CRWD	Luther, Vicki	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Eddy	GRWD	Snyder, Dale	05-10-23	\$ 7,150.00				\$ 7,150.00	\$ -
Eddy	GRWD	Topp, Ryan	05-10-23	\$ 10,000.00				\$ 10,000.00	\$ -
Eddy	CPWD	Harrington, Julie	05-14-24	\$ 10,000.00			\$ 10,000.00		\$ -
Eddy	CPWD	Sheyenne Saddle Club	05-19-25		\$ 6,413.00		\$ 5,944.91	\$ 468.09	\$ -
Grand Forks	ECRWD	Sobolik, Ben	08-19-24	\$ 9,500.00					\$ 9,500.00
Grand Forks	ECRWD	Sletten, James	05-19-25		\$ 9,011.00				\$ 9,011.00
Grand Forks	ECRWD	Brown, Nick	08-18-25		\$ 10,000.00				\$ 10,000.00
LaMoure	SWUD	Huber, Bryan	05-19-25		\$ 10,000.00				\$ 10,000.00
LaMoure	SWUD	Huber, Jim	05-19-25		\$ 10,000.00				\$ 10,000.00
LaMoure	SWUD	Lindgren, Harvey	05-19-25		\$ 10,000.00				\$ 10,000.00
LaMoure	SWUD	Knudsen, Brion & Vicki	05-19-25		\$ 1,000.00		\$ 779.02	\$ 220.98	\$ -
LaMoure	SWUD	Piehl, Devin	05-19-25		\$ 6,250.00		\$ 6,139.67	\$ 110.33	\$ -
LaMoure	SWUD	Schlenker, Mark	05-19-25		\$ 4,500.00		\$ 4,357.01	\$ 142.99	\$ (0.00)
McKenzie	MCWRD	Brotherton, Kris	05-14-24	\$ 2,484.00					\$ 2,484.00
McKenzie	MCWRD	Dahl, Justin	05-19-25		\$ 2,257.00		\$ 2,257.00		\$ -
McKenzie	MCWRD	Peters, Jeffrey	05-19-25		\$ 1,239.00		\$ 1,239.00		\$ -
McKenzie	MCWRD	Roff, Chris	05-19-25		\$ 2,200.00		\$ 2,200.00		\$ -
McLean	MSRWD	Ross, Jacalyn	05-19-25		\$ 1,911.00		\$ 1,911.00		\$ -
Ramsey	GRWD	Newgard, Brent	05-10-23	\$ 10,000.00				\$ 10,000.00	\$ -
Ransom	SWUD	Braaten, Marshall	09-16-24	\$ 1,875.00					\$ 1,875.00
Ransom	SWUD	Johnons, Alice	09-16-24	\$ 3,662.00					\$ 3,662.00
Ransom	SWUD	Kennedy, Tim	09-16-24	\$ 1,875.00					\$ 1,875.00
Ransom	SWUD	McLeod Museam	09-16-24	\$ 5,350.00					\$ 5,350.00
Ransom	SWUD	Morris, Scott	09-16-24	\$ 3,300.00					\$ 3,300.00
Ransom	SWUD	Olerud, Jerome	09-16-24	\$ 2,903.00					\$ 2,903.00
Ransom	SWUD	Ptacek, Paul	09-16-24	\$ 4,420.00					\$ 4,420.00
Ransom	SWUD	Sanvig, Dean	09-16-24	\$ 2,912.00					\$ 2,912.00
Ransom	SWUS	Lyons, Lydia	05-19-25		\$ 2,225.00		\$ 2,225.00		\$ -
Ransom	BRWD	Orilaub, Gerald	08-18-25		\$ 5,900.00		\$ 5,120.63	\$ 779.37	\$ -
Richland	SWUD	Bladow, Wes	05-19-25		\$ 10,000.00				\$ 10,000.00
Richland	SWUD	Ostrem, Sarah	08-18-25		\$ 10,000.00				\$ 10,000.00
Sargent	SWUD	Lyon, Aaron & Abigail	09-16-24	\$ 4,700.00			\$ 4,700.00		\$ -
Steele	ECRWD	Klabo, Jerod	08-19-24	\$ 10,000.00					\$ 10,000.00
Steele	DRWD	Brendemuhl, Paul - Farm 1	05-19-25		\$ 2,813.00				\$ 2,813.00
Steele	DRWD	Brendemuhl, Paul - Farm 2	05-19-25		\$ 6,745.00				\$ 6,745.00
Stutsman	SRWD	Browning, Zac	10-19-23	\$ 8,250.00				\$ 8,250.00	\$ -
Stutsman	SRWD	Busch, Benjamin	05-14-24	\$ 10,000.00			\$ 10,000.00		\$ -
Stutsman	SRWD	Skjret, Ryan	08-19-24	\$ 7,350.00			\$ 7,350.00		\$ -
Stutsman	SRWD	Braun, Brad	05-19-25		\$ 750.00		\$ 750.00		\$ -
Stutsman	SRWD	Denardo, Joe	05-19-25		\$ 2,050.00		\$ 2,050.00		\$ -
Stutsman	SRWD	Goter, Kristina	05-19-25		\$ 1,350.00		\$ 1,350.00		\$ -
Stutsman	SRWD	Greshik, Mary - Jamestown	05-19-25		\$ 600.00		\$ 592.84	\$ 7.16	\$ (0.00)
Stutsman	SRWD	Greshik, Mary - Spiritwood	05-19-25		\$ 5,500.00		\$ 5,500.00		\$ -
Stutsman	SRWD	Haakenson, Lyndsey & Nicholas	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Stutsman	SRWD	Hofmann, Adam & Tara	05-19-25		\$ 4,000.00				\$ 4,000.00
Stutsman	SRWD	Orr, Troy	05-19-25		\$ 10,000.00		\$ 10,000.00		\$ -
Stutsman	SRWD	Stutsman County Parks & Rec	05-19-25		\$ 10,000.00				\$ 10,000.00
Stutsman	SRWD	Ackerman, Rich	08-18-25		\$ 3,550.00				\$ 3,550.00
Stutsman	SRWD	Sova, Jerome/Patricia et al	08-18-25		\$ 15,750.00				\$ 15,750.00
Trail	ECRWD	Johnson, Logan	05-19-25		\$ 10,000.00				\$ 10,000.00
Ward	NPRWD	Hendrickson, Joann & Duwayne	08-15-22	\$ 2,197.00			\$ 1,500.00	\$ 697.00	\$ -
Ward	NPRWD	Bradley Vrem	05-19-25		\$ 4,750.00		\$ 4,750.00		\$ -
Wells	CPWD	Bierdeman, Mark & Lindsey	05-19-25		\$ 3,315.00		\$ 3,315.00		\$ -
Wells	CPWD	Brynjulson, Jacob & Nicole	05-19-25		\$ 3,750.00		\$ 3,596.23	\$ 153.77	\$ -
Wells	GRWD	Lura, Treston	05-19-25		\$ 7,016.00				\$ 7,016.00
TOTALS				\$ 165,366.00	\$ 367,770.00	\$ -	\$ 209,113.59	\$ 73,644.41	\$ 250,378.00

CHANGE ORDER

Change Order No. 7 - Final

DATE OF ISSUANCE December 19, 2025 EFFECTIVE DATE December 19, 2025

Owner: Garrison Diversion Conservancy District
Contractor: Garney Companies
Project: Red River Valley Water Supply Project, Transmission Pipeline East
Owner's Contract No.: 5B
Owner's Task Order No.: 5532

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

Change Order Requests (CORs) Description:

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

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

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$45,961,700.00

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

\$2,575,668.87

Contract Price prior to this Change Order:

\$48,537,368.87

Decrease of this Change Order:

(\$738,856.45)

Contract Price incorporating this Change Order:

\$47,798,512.42
(4.0% Increase Over Original Contract Price)

CHANGE IN CONTRACT TIMES:

Original Contract Times:

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

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

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

Contract Times prior to this Change Order:

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

Increase of this Change Order:

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

Contract Times with all approved Change Orders:

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

ACCEPTED:

By: _____
Owner (Authorized Signature)

Printed: Duane DeKrey

Title: General Manager

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Printed: _____

Title _____

Date: _____

Crop Damage Payments by GDCCD
2024 and 2025 Construction Seasons
Credit



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

Thursday, May 8, 2025

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

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

Attention: Jarrod Weber

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

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

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

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

Sincerely,
 BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

lo/KAR; enclosures

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



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

Wednesday, December 3, 2025

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

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

Attention: Jarrod Weber

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

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

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

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

Sincerely,
 BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

lo/KAR; enclosures

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

Change Order Request No. 13

Deflected Pipe (2% to 3%)

Credit



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

December 3, 2025

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

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

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

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: 2% to 3% Deflected Pipe Credit
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 06/19/2024
Garney Construction Job Number: 7385
Customer Job Number:
Customer Reference Number: TO 5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

Other

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

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

Terms & Conditions

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

ROW Drainage

July 2024

August 2024

September 2024

October 2025

November 2025



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

November 15, 2024

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

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

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

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Zink ROW Flooding
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 08/20/2024
T&M Tag Numbers: EX00014
Garney Construction Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

Garney Construction

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

Customer Information

Garrison Diversion Conservancy

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

Description of Change Order Request

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

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

Labor

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

Material

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

Equipment**121**

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
Tag EX00014 - JD 744 EQUIPMENT COST - HOUR	3	HOUR	\$105.00	\$315.00
Tag EX00014 - JD 744 OPERATING COST - HOUR	3	HOUR	\$60.80	\$182.40
Tag EX00014 - CREW TRUCK EQUIPMENT COST - HOUR	15.5	HOUR	\$8.00	\$124.00
Tag EX00014 - CREW TRUCK OPERATING COST - HOUR	15.5	HOUR	\$23.90	\$370.45
Tag EX00014 - PUMP (4") EQUIPMENT COST - MONTH	1	MONTH	\$1,455.00	\$1,455.00
Tag EX00014 - PUMP (4") OPERATING COST - HOUR	744	HOUR	\$10.12	\$7,529.28
Total Equipment:				\$9,976.13

Subtotal		\$12,927.34
Tax on Material (Materials)	5.000%	\$73.34
Subcontractor Markup (Subcontractor)	5.000%	\$0.00
Contractor Fee on Labor (Labor)	15.000%	\$222.65
Contractor Fee on Material (Materials)	15.000%	\$220.03
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$129.27
Requested Total		\$13,572.63

Terms & Conditions**121**



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

November 15, 2024

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

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

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

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Zink R.O.W. Flooding - August 2024
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 09/25/2024
T&M Tag Numbers: EX00021
Garney Construction Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

Labor

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

Equipment

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

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

Terms & Conditions



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

November 15, 2024

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

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

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

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Zink R.O.W. Flooding - September 2024
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 10/24/2024
T&M Tag Numbers: EX00025
Garney Construction Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

Labor

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

Equipment

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

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

Terms & Conditions



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

November 15, 2024

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

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

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

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Zink ROW Flooding - October 2024
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 11/09/2024
T&M Tag Numbers: EX00036
Garney Construction Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

Labor

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

Equipment

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

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

Terms & Conditions



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

January 16, 2025

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

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

Attention: Jarrod Weber

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

Information Referenced:

- Garney COR No. 35 dated December 13, 2024

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

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

Sincerely,
BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue background.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Zink R.O.W. Flooding - November 2024
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 12/13/2024
T&M Tag Numbers: EX00045
Garney Construction Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

Labor

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

Equipment

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

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

Terms & Conditions

Change Order Request Nos. 37, 41, 44

Offsite Dewatering Discharge

May 2025

June 2025

July - October 2025



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

December 3, 2025

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

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

Attention: Jarrod Weber

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

Information Referenced:

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

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

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

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

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

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



Title: Off-Site Discharge Dewatering - February 2025, March 2025, April 2025, May 2025

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

Project Address: 318 U.S. 281
Carrington, ND 58421

COR Date: 08/11/2025

T&M Tag Numbers: EX00047

Garney Companies Inc. Job Number: 7385

Customer Job Number:

Customer Reference Number: TO5532

Our Information

Garney Companies Inc.

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

Description of Change Order Request

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

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

COR #037 Includes:

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

Labor

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

Material

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

Equipment

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

Subcontractor

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

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

Terms & Conditions



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

August 15, 2025

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

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

Attention: Jarrod Weber

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

Information Referenced:

- Garney COR No. 41 dated July 9, 2025

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

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

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

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

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



Title: Off-Site Discharge - June 2025
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 07/09/2025
T&M Tag Numbers: EX00051
Garney Companies Inc. Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

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

COR #041 Includes:

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

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Tag EX00051 - Superintendent	5.00	ST	\$108.53	\$542.65
Tag EX00051 - Operator	5.00	ST	\$53.63	\$268.15
Tag EX00051 - Superintendent	2.00	ST	\$108.53	\$217.06
Tag EX00051 - Operator	11.00	ST	\$53.63	\$589.93
Tag EX00051 - Laborer	11.00	ST	\$41.26	\$453.86
Tag EX00051 - Project Engineer	2.00	ST	\$74.44	\$148.88
Tag EX00051 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00051 - Laborer	10.00	ST	\$41.26	\$412.60
Tag EX00051 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00051 - Laborer	10.00	ST	\$41.26	\$412.60
Tag EX00051 - Project Engineer	2.00	ST	\$74.44	\$148.88
Tag EX00051 - Operator	10.00	ST	\$53.63	\$536.30
Tag EX00051 - Laborer	10.00	ST	\$41.26	\$412.60
Hours Subtotals: ST: 98.00			Total Labor:	\$5,216.11

Equipment

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

Tag EX00051 - ADMIN TRUCK
EQUIPMENT COST - HOUR

138

Tag EX00051 - ADMIN TRUCK
OPERATING COST - HOUR

2.00 HOUR

\$24.74

\$49.48

Total Equipment:

\$3,190.04

Subcontractor

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

Subtotal

\$47,856.15

Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$1,972.50
Contractor Fee on Labor (Labor)	15.000%	\$782.42
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$478.56

Requested Total

\$51,089.63

Terms & Conditions

138



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

December 3, 2025

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

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

Attention: Jarrod Weber

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

Information Referenced:

- Garney COR No. 44 dated July 9, 2025

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

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

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

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

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



Title: Off-Site Discharge - July, August, September, October 2025
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421

COR Date: 12/02/2025

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

Garney Companies Inc. Job Number: 7385

Customer Job Number:

Customer Reference Number: TO5532

Our Information

Garney Companies Inc.

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

Description of Change Order Request

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

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

COR #044 Includes:

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

Customer Information

Garrison Diversion Conservancy

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

Labor

141

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

141

Tag EX00058 - Operator	5.00	ST	\$53.63	\$268.15
Tag EX00058 - Laborer	10.00	ST	\$41.26	\$412.60
Project Manager	2.00	ST	\$127.89	\$255.78
Project Engineer	6.00	ST	\$74.44	\$446.64
Hours Subtotals: ST: 563.00			Total Labor:	\$32,162.67

Material

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

Equipment

143

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

143

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

Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1045	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	6.00	HOUR	\$32.22	\$193.32
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	6.00	HOUR	\$71.02	\$426.12
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	36.00	HOUR	\$10.12	\$364.32
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	6.00	HOUR	\$32.22	\$193.32
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	5.00	HOUR	\$71.02	\$355.10
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	54.00	HOUR	\$10.12	\$546.48
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK OPERATING COST - HOUR	5.00	HOUR	\$32.22	\$161.10
Tag EX00057 - CAT 330 EQUIPMENT COST - DAY	1.00	DAY	\$1,105.00	\$1,105.00
Tag EX00057 - CAT 330 OPERATING COST - HOUR	5.00	HOUR	\$71.02	\$355.10
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	72.00	HOUR	\$10.12	\$728.64
Tag EX00057 - ADMIN TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$74.00	\$74.00
Tag EX00057 - ADMIN TRUCK OPERATING COST - HOUR	5.00	HOUR	\$24.74	\$123.70
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY	\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	72.00	HOUR	\$10.12	\$728.64
Tag EX00057 - ADMIN TRUCK EQUIPMENT COST - HOUR	3.00	HOUR	\$11.00	\$33.00
Tag EX00057 - ADMIN TRUCK OPERATING COST - HOUR	1.00	HOUR	\$24.74	\$24.74
Tag EX00057 - SUPER TRUCK EQUIPMENT COST - DAY	1.00	DAY	\$99.00	\$99.00
Tag EX00057 - SUPER TRUCK	5.00	HOUR	\$32.22	\$161.10

OPERATING COST - HOUR	146				
Tag EX00057 - PUMP (4") EQUIPMENT COST - DAY	3.00	DAY		\$105.00	\$315.00
Tag EX00057 - PUMP (4") OPERATING COST - HOUR	30.00	HOUR		\$10.12	\$303.60
Tag EX00058 - WATER TRUCK EQUIPMENT COST - HOUR	5.00	HOUR		\$17.00	\$85.00
Tag EX00058 - WATER TRUCK OPERATING COST - HOUR	5.00	HOUR		\$32.52	\$162.60
Tag EX00058 - SUPER TRUCK EQUIPMENT COST - HOUR	5.00	HOUR		\$15.00	\$75.00
Tag EX00058 - SUPER TRUCK OPERATING COST - HOUR	2.00	HOUR		\$32.22	\$64.44
Total Equipment:					\$30,865.32

Subcontractor

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

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

Terms & Conditions

Change Order Request Nos. 38, 43

Road Maintenance

May 2025

June-September 2025



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

December 3, 2025

Garney Construction
 7911 Shaffer Parkway
 Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

- Garney COR No. 38 dated August 11, 2025

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

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

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

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

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



Title: Road Maintenance Costs May 2025
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 08/11/2025
T&M Tag Numbers: EX00048
Garney Companies Inc. Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

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

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

Labor

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

Material

150

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

Subcontractor

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

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

Terms & Conditions



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

December 3, 2025

Garney Construction
 7911 Shaffer Parkway
 Littleton, CO 80127

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

Attention: Jarrod Weber

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

Information Referenced:

- Garney COR No. 43 dated October 24, 2025

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

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

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

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

Sincerely,

BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

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



Title: Road Maintenance - June, July, August, September 2025
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 10/24/2025
T&M Tag Numbers: EX00049, EX00050, EX00052, EX00056
Garney Companies Inc. Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

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

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

Labor

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

Material

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

Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Foster County	Road Maintenance - June & July 2025	21.50	MILE	\$400.00	\$8,600.00
Foster County	Road Maintenance - August & September 2025	12.00	MILE	\$400.00	\$4,800.00
				Total	\$13,400.00
				Subcontractor:	

Subtotal		\$31,665.31
Tax on Material (Materials)	5.000%	\$896.75
Subcontractor Markup (Subcontractor)	5.000%	\$670.00
Contractor Fee on Labor (Labor)	15.000%	\$49.53
Contractor Fee on Material (Materials)	15.000%	\$2,690.26
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$316.65
Requested Total		\$36,288.50

Terms & Conditions

Change Order Request No. 39

CP System Remote Monitoring Unit



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

December 3, 2025

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

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

Attention: Jarrod Weber

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

Information Referenced:

- Garney COR No. 39 dated November 20, 2025

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

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

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

Sincerely,
BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a light blue background.

Kurt A. Ronnekamp
Sr Project Manager

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



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

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

Project Address: 318 U.S. 281
Carrington, ND 58421

COR Date: 11/20/2025

T&M Tag Numbers: EX00055

Garney Companies Inc. Job Number: 7385

Customer Job Number:

Customer Reference Number: TO5532

Our Information

Garney Companies Inc.

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

Customer Information

Garrison Diversion Conservancy

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

Description of Change Order Request

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

Labor

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

Equipment

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

Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Rick Electric Inc.	CP Rectifier RMU	1.00	LS	\$5,454.00	\$5,454.00
Pat Biel Trucking	Mobilize equipment to 76th & Main	1.00	LS	\$628.00	\$628.00
				Total	\$6,082.00
				Subcontractor:	

Subtotal		\$12,997.18
Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$304.10
Contractor Fee on Labor (Labor)	15.000%	\$706.63
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$129.97
Requested Total		\$14,137.88

Terms & Conditions

Change Order Request No. 40

Access Drive Modifications

Credit



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

December 3, 2025

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

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

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 40 – Permanent Access Driveway Modifications

Information Referenced:

- Garney COR No. 40, Revision 3 dated November 7, 2025

Upon review of Garney Construction's above-referenced change order request, Black & Veatch accepts the additional costs submitted. This COR included costs for time spent procuring, handling and trucking the unused 30" RCP material, and constructing access drives per the new direction.

Bid Items 15, 27, and 37 will be billed in full within the contract. These items are deducted via this deductive change order to reconcile them to a net zero value.

The overall (\$54,685.99) deduct of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,
 BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

KAR/lo

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



Title: Permanent Access Driveway Changes
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
Carrington, ND 58421
COR Date: 11/07/2025
Garney Companies Inc. Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

It was determined by Garrison and Black & Veatch to change the design of the permanent access driveways, eliminating culverts, adjusting dimensions and placement on a case-by-case basis, reconditioning existing access drives, as well as eliminating some access drives all together

Garrison Diversion requested the unused RCP culvert material be transported to the McClusky facility.

This COR includes costs for time spent procuring, handling and trucking the unused 30" RCP material, and constructing access drives per the new direction.

Bid items #15, #27, and #37 will be billed in full within the contract. These items are deducted via this deductive change order to reconcile them to a net zero value. The net results of these changes will be -\$53,186.83 to the contract.

Labor

161

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Manager	8.00	ST	\$127.89	\$1,023.12
Project Engineer	12.00	ST	\$74.44	\$893.28
Superintendent - Unloading & Staging 30" RCP - 9/26/24	4.00	ST	\$108.53	\$434.12
Operator - Unloading & Staging 30" RCP - 9/26/24	4.00	ST	\$53.63	\$214.52
Laborer - Unloading & Staging 30" RCP - 9/26/24	8.00	ST	\$41.26	\$330.08
Superintendent - Unloading & Staging 30" RCP - 9/27/24	8.00	ST	\$108.53	\$868.24
Operator - Unloading & Staging 30" RCP - 9/27/24	8.00	ST	\$53.63	\$429.04
Laborer - Unloading & Staging 30" RCP - 9/27/24	16.00	ST	\$41.26	\$660.16
Superintendent - Unloading & Staging 30" RCP - 9/30/24	8.00	ST	\$108.53	\$868.24
Operator - Unloading & Staging 30" RCP - 9/30/24	8.00	ST	\$53.63	\$429.04
Laborer - Unloading & Staging 30" RCP - 9/30/24	16.00	ST	\$41.26	\$660.16
Superintendent - Recondition Permanant Access Driveways	24.00	ST	\$108.53	\$2,604.72
Project Engineer - Recondition Permanant Access Driveways	8.00	ST	\$74.44	\$595.52
Operator - Recondition Permanant Access Driveways	40.00	ST	\$53.63	\$2,145.20
Hours Subtotals: ST: 172.00			Total Labor:	\$12,155.44

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Oldcastle Infrastructure - 30" Class 3 RCP, flared end sections, tie rods, gaskets - Invoice #120060835	1.00	LS	\$28,263.04	\$28,263.04
Oldcastle Infrastructure - 30" Class 3 RCP, flared end sections - Invoice #120060875	1.00	LS	\$50,201.76	\$50,201.76
Oldcastle Infrastructure - 30" Class 3 RCP, flared end sections - Invoice #120060949	1.00	LS	\$38,534.88	\$38,534.88
			Total Material:	\$116,999.68

161

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
JD 744 EQUIPMENT COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	4.00	HOUR	\$105.00	\$420.00
JD 744 OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	4.00	HOUR	\$60.80	\$243.20
JD 744 OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/27/24	8.00	HOUR	\$60.80	\$486.40
JD 744 EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/27/24	1.00	DAY	\$685.00	\$685.00
JD 744 OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/30/24	8.00	HOUR	\$60.80	\$486.40
JD 744 EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/30/24	1.00	DAY	\$685.00	\$685.00
SUPER TRUCK EQUIPMENT COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	4.00	HOUR	\$15.00	\$60.00
SUPER TRUCK OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/26/24	2.00	HOUR	\$32.22	\$64.44
SUPER TRUCK EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/27/24	1.00	DAY	\$99.00	\$99.00
SUPER TRUCK OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/27/24	4.00	HOUR	\$32.22	\$128.88
SUPER TRUCK EQUIPMENT COST - DAY - Unloading & Staging 30" RCP - 9/30/24	1.00	DAY	\$99.00	\$99.00
SUPER TRUCK OPERATING COST - HOUR - Unloading & Staging 30" RCP - 9/30/24	4.00	HOUR	\$32.22	\$128.88
SUPER TRUCK OPERATING COST - HOUR - Loading 30" RCP for shipment	10.00	HOUR	\$32.22	\$322.20
SUPER TRUCK EQUIPMENT COST - DAY - Recondition Permanant Access Driveways	3.00	DAY	\$99.00	\$297.00
SUPER TRUCK OPERATING COST - HOUR - Recondition Permanant Access Driveways	12.00	HOUR	\$32.22	\$386.64
JD 644 EQUIPMENT COST - DAY - Recondition Permanant Access Driveways	5.00	DAY	\$595.00	\$2,975.00
JD 644 OPERATING COST - HOUR - Recondition Permanant Access Driveways	40.00	HOUR	\$42.34	\$1,693.60
Total Equipment:				\$9,260.64

Other

163

Description	Qty of Other	Unit of Measure	Rate	Total Cost
Bid Item #15 - Permanent Access Drive - Base	-12.00	EA	\$16,200.00	-\$194,400.00
Bid Item #27 - Permanent Access Drive - Alt 1	-1.00	EA	\$16,000.00	-\$16,000.00
Bid Item #37 - Permanent Access Drive - Alt 2	-2.00	EA	\$10,000.00	-\$20,000.00
Total Other:				-\$230,400.00

Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Pat Biel Trucking	Loading & Transporting RCP to McClusky	1.00	LS	\$11,500.00	\$11,500.00
Total Subcontractor:					\$11,500.00

Subtotal				-\$80,484.24
Tax on Material (Materials)	5.000%			\$5,849.98
Subcontractor Markup (Subcontractor)	5.000%			\$575.00
Contractor Fee on Labor (Labor)	15.000%			\$1,823.32
Contractor Fee on Material (Materials)	15.000%			\$17,549.95
Contractor Fee on Equipment (Equipment)	0.000%			\$0.00
Direct Cost of Bond Premium (1% of Labor, Material, Equipment, Subcontractor Costs) (Lump Sum)	LS			-\$1,499.16
Requested Total				-\$53,186.83
Terms & Conditions				-\$54,685.99

Change Order Request Nos. 42, 45

Topsoil Maintenance

June 2025

August 2025



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

August 15, 2025

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 42 – Topsoil Maintenance, June 2025

Information Referenced:

- Garney Change Order Request (COR) No. 42 dated July 11, 2025

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$2,289.60 for spraying weeds on the easement be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Topsoil Maintenance - June 2025
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 07/11/2025
Garney Companies Inc. Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

Costs for topsoil maintenance per WCD #2 for June 2025.

Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
T & B Farms	Weed Spraying - 06/16/25	1.00	LS	\$2,160.00	\$2,160.00
Total					\$2,160.00
Subcontractor:					

Subtotal					\$2,160.00
Tax on Material (Materials)				5.000%	\$0.00
Subcontractor Markup (Subcontractor)				5.000%	\$108.00
Contractor Fee on Labor (Labor)				15.000%	\$0.00
Contractor Fee on Material (Materials)				15.000%	\$0.00
Contractor Fee on Equipment (Equipment)				0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)				1.000%	\$21.60
Requested Total					\$2,289.60

Terms & Conditions



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

December 3, 2025

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

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

Attention: Jarrod Weber

Subject: Task Order 5532 / COR No. 45 – Topsoil Maintenance, August 2025

Information Referenced:

- Garney Change Order Request (COR) No. 45 dated October 24, 2025

Upon review of Garney Construction's referenced COR, Black & Veatch recommends to Garrison Diversion the additional cost of \$572.40 for spraying weeds on the easement be included in a forthcoming change order. There is no time extension for this work.

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

Sincerely,

BLACK & VEATCH

A handwritten signature in black ink, appearing to read 'Kurt A. Ronnekamp', written over a blue horizontal line.

Kurt A. Ronnekamp
Sr Project Manager

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



Title: Topsoil Maintenance - August 2025
Project Name: Red River Valley Water Supply Project, Contract 5B
Project Address: 318 U.S. 281
 Carrington, ND 58421
COR Date: 10/24/2025
Garney Companies Inc. Job Number: 7385
Customer Job Number:
Customer Reference Number: TO5532

Our Information

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

Customer Information

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

Description of Change Order Request

Costs for topsoil maintenance per WCD #2 for August 2025.

Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
T & B Farms	Weed Spraying - 08/01/25 - Invoice #1019	1.00	LS	\$540.00	\$540.00
				Total	\$540.00
				Subcontractor:	

Subtotal		\$540.00
Tax on Material (Materials)	5.000%	\$0.00
Subcontractor Markup (Subcontractor)	5.000%	\$27.00
Contractor Fee on Labor (Labor)	15.000%	\$0.00
Contractor Fee on Material (Materials)	15.000%	\$0.00
Contractor Fee on Equipment (Equipment)	0.000%	\$0.00
Direct Cost of Bond Premium (Subtotal)	1.000%	\$5.40
Requested Total		\$572.40

Terms & Conditions

CHANGE ORDER

Change Order No. 2

DATE OF ISSUANCE December 19, 2025 EFFECTIVE DATE December 19, 2025

Owner: Garrison Diversion Conservancy District
 Contractor: Oscar Renda Contracting, Inc.
 Project: Red River Valley Water Supply Project, Transmission Pipeline East
 Owner's Contract No.: 5C
 Owner's Task Order No.: 5533

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

Change Description

This Change Order will move allowance funds from Bid Item 30 – Artificial Trench Foundation (Allowance), which is significantly underrunning estimated quantities of the Bid Form (2.1% used to date with job about 85% complete), to fund additive Change Order Request (COR) No. 2 in the amount of \$581,317.60 and associated time extensions as follows:

- 241 days added to Milestone Completion (provides a 2025-26 winter season extension of 181 days)
- 90 days added to Substantial Completion
- 60 days added to Ready for Final Payment

The extra work is associated with the Alliance Pipeline / Pembina natural gas line crossing just west of the James River. This cost increase is to account for tunnel casing pipe factory coating (twice the normal thickness (70 mils) to provide galvanic isolation between the steel tunnel casing and the adjacent steel gas line) required of the gas company, general contractor and subcontractor standby time, and general contractor and subcontractor re-excavation costs at the tunnel jacking and receiving shafts on either side of the large diameter gas line.

COR2 Increase – Pembina Gas Line Crossing Changes and Delay	\$581,317.60
<u>Bid Item 30 Decrease – Artificial Trench Foundation (Allowance)</u>	<u>(\$581,317.60)</u>
Net Change in Contract Price	\$0.00

Attachments: Change Order Request No. 2.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times:

\$76,663,355.00

Milestone Completion: October 31, 2025
 Substantial Completion: May 29, 2026
 Ready for final payment: July 31, 2026
 (days or dates)

Change from previously approved Change Order No. 1:

Change from previously approved Change Order No. 1:

\$0.00

Milestone Completion: 0
 Substantial Completion: 0
 Ready for final payment: 0
 (days)

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$76,663,355.00

Milestone Completion: October 31, 2025
 Substantial Completion: May 29, 2026
 Ready for final payment: July 31, 2026
 (days or dates)

No change this Change Order:

Increase of this Change Order:

\$0.00

Milestone Completion: 241
 Substantial Completion: 90
 Ready for final payment: 60
 (days)

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$76,663,355.00
 (0.0% Increase Over Original Contract Price)

Milestone Completion: June 29, 2026
 Substantial Completion: August 27, 2026
 Ready for final payment: September 29, 2026
 (days or dates)

ACCEPTED:

By: _____
Owner (Authorized Signature)

Printed: Duane DeKrey

Title: General Manager

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Printed: _____

Title _____

Date: _____

Change Order Request No. 2
Coating of Tunnel Casing Required by Pembina



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

December 3, 2025

Southland Contracting, Inc.
 1100 Kubota Drive
 Grapevine, Texas 76051

RRVWSP TO 5533 TPE CT 5C
 BV Project 409655
 BV File 60.1350.5

Attention: Jackson Adelman

Subject: Task Order 5533 / COR No. 2 – Coating of Tunnel Casing Required by Pembina

Information Referenced:

- Southland COR No. 2 emailed on December 1, 2025

Upon review of Southland Contracting's above-referenced change order request, Black & Veatch accepts the additional costs submitted. This COR included labor, equipment material and subcontract costs to provide a dielectric coating on the already purchased, and delivered, tunnel casing pipe. This included transporting the casing pipe to a coating facility, downtime for the tunneling subcontractor, and additional re-work required by the delay. This coating was required by Pembina as a necessary step to obtain permission to cross their easement.

The overall \$581,317.60 cost of this change order request is acceptable; BV is recommending to Garrison Diversion that this item be included in a forthcoming change order. There is also 60-day time extension included for this work and the associated downtime.

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

Sincerely,
 BLACK & VEATCH

Kurt A. Ronnekamp
 Sr Project Manager

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

COST CHANGE REQUEST

PROJECT: RRVWSP 5C
 OWNER: Garrison Diversion
 ENGINEER: Black and Veatch
 CONTRACTOR: Oscar Renda Contracting, Inc.

Description: External/Internal Coating of 96" Steel Casing - Standby Time Minger, Extra ORC Time

SUMMARY SHEET

1 MATERIAL				
Material Cost	1	LS	\$	11,174.70
Sales Tax	@	8.25%		
Material Handling Cost	@	0.00%		
Expendable Material	@	0.00%		
2 LABOR				
Hourly	1	LS	\$	4,620.00
Supervision	1	LS	\$	4,200.00
Admin/ Safety	1	LS	\$	3,500.00
Housing/Per Diem	1	LS	\$	3,780.00
Fringe Benefits	@	\$0.00		
Labor Cost	1	LS	\$	12,320.00
Labor Burden	@	52.0%	\$	6,406.40
Tool Replacement Cost	@	4.00%	\$	492.80
3 EQUIPMENT COSTS	1	LS	\$	38,735.98
4 SUBCONTRACTOR COST	1	LS		<u>\$474,392.53</u>
			\$	547,302.41
5 BOND/INSURANCE COST				
	@		\$	547,302.41
6 OH / P (On ORC Cost)				
Material	@	15%	\$	1,676.21
Subcontractor	@	5%	\$	23,719.63
Equipment	@	15%	\$	5,810.40
Labor	@	15%	\$	2,808.96
CHANGE REQUEST TOTAL			\$	581,317.60

Equipment Cost Crews Standby				
Equipment Description	Daily Cost	Days	Quantity	Total Cost
Single Pipe Crew All EQ	\$4,105.14	7	1	\$28,735.98
				\$0.00

\$28,735.98

Rental Equipment Cost Casing Coating				
Equipment Description	Weekly Cost	Weeks	Quantity	Total Cost
644 Loader	\$2,400.00	3	1	\$7,200.00
				\$0.00

\$7,200.00

Mobilization Cost Casing Coating				
Equipment Description	Mobilization	Demobilization	Quantity	Total Cost
644 Loader	\$1,400.00	\$1,400.00	1	\$2,800.00
				\$0.00
				\$0.00

\$2,800.00

TOTAL EQ \$38,735.98

Labor & Supervision Worksheet:							
Date	Description	Workers	Days	Labor Cost	Field Supervision	Office/Admin	Safety
	Surface Prep/Coat Joints, 4 hour cure time between coats, 11 hours per joint	3	7	\$4,620.00	\$4,200.00	\$1,750.00	\$1,750.00
							\$0.00
	22 Days Extra that will be spent waiting for Minger to Finish.	8	0	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
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							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Individual Totals	\$4,620.00	\$4,200.00	\$1,750.00	\$1,750.00
Total	\$12,320.00			



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

December 4, 2025

Garrison Diversion Conservancy District
 Red River Valley Water Supply Project
 Red River Valley Transmission Pipeline
 Task Orders 5562/5663, Contracts 6B and 6C

BV Project 188972/409655
 BV File 55.5562.5

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

Dear Mr. DeKrey:

This letter provides the bid results and a recommendation of award for the Red River Valley Transmission Pipeline, Contract 6B and 6C projects to Carstensen Contracting, Inc. (Carstensen) of Dell Rapids, South Dakota.

Garrison Diversion Conservancy District held a bid opening at its Carrington office on November 19, 2025, at 2 p.m. local time. A total of three bids were received for each contract; all bids were opened and read aloud. The bid results are as follows:

Table 1 – Bid Tabulation Summary

Contractor	Contract 6B (~9.2 miles of 72" pipe)	Contract 6C (~8.4 miles of 72" pipe)	Discount Provided for Combined Contracts 6B and 6C	Grand Total Contract 6B + Contract 6C (~17.6 miles of 72" pipe)
Carstensen Contracting, Inc. Dell Rapids, SD	\$62,470,010	\$66,271,939	\$3,000,000	\$125,741,949
Harper Brothers Construction, LLC Houston, TX	\$65,904,130	\$71,058,634	\$965,000	\$135,997,764
Belt Construction, Inc. Texarkana, AR	\$74,214,382	\$80,087,609	-	-
Engineer's Cost Opinion	\$69,313,323	\$74,899,389		\$144,212,712

Table 2 – Contract 6B Bid Price Evaluation Summary

Contractor	Total Base Bid	Comparison to Engineer's Estimate
Carstensen Contracting, Inc. Dell Rapids, SD	\$62,470,010	-\$6,843,313: -11%
Harper Brothers Construction, LLC Houston, TX	\$65,904,130	-\$3,409,193: -5.2%
Belt Construction, Inc. Texarkana, AR	\$74,214,382	+4,901,059: +7.1%
Engineer's Cost Opinion	\$69,313,323	--

Table 3 – Contract 6C Bid Price Evaluation Summary

Contractor	Total Base Bid	Comparison to Engineer’s Estimate
Carstensen Contracting, Inc. Dell Rapids, SD	\$66,271,939	-\$8,267,450: -13%
Harper Brothers Construction, LLC Houston, TX	\$71,058,634	-\$3,840,755: -5.4%
Belt Construction, Inc. Texarkana, AR	\$80,087,609	+\$5,188,220: +9.4%
Engineer’s Cost Opinion	\$74,899,389	--

For both Contracts 6B and 6C Carstensen Contracting, Inc. of Dell Rapids, South Dakota submitted the apparent low bids. Harper Brothers Construction LLC of Houston, Texas submitted the apparent second low bid for each contract. In addition, both Carstensen Contracting and Harper Brothers Construction offered discounts of \$3,000,000 and \$965,000, respectively, if awarded both contracts. Belt Construction’s bids indicated that it did not intend to be awarded both contracts, just one or the other.

EVALUATION OF THE APPARENT LOW BIDDER’S BIDS

The engineer’s opinion of probable construction cost (cost opinion) for the Project prepared by Black & Veatch for the Base Bid of Contract 6B was \$69,313,323. Two bidders had a lower Bid, and one bidder had a higher Bid than Black & Veatch’s cost opinion. There was a \$6,843,313 or 11 percent difference between the apparent low bid and Black & Veatch’s cost opinion. The cost opinion was \$1,783,316 or 2.6 percent higher than the average of the three bids received.

The engineer’s opinion of probable construction cost for the Project prepared by Black & Veatch for the Base Bid of Contract 6C was \$74,899,399. Two bidders had a lower Bid, and one bidder had a higher Bid than the Black & Veatch’s cost opinion. There was a \$8,627,450 or 13 percent difference between the apparent low bid and Black & Veatch’s cost opinion. The cost opinion was \$2,426,662 or 3.3 percent higher than the average of the three bids received.

A comparison of the Bids shows that the overall low Bidder for both Contracts 6B and 6C also offered the largest deduction for receiving the award of both contracts. As indicated in the previous discussion and shown in Tables 1, 2 and 3, there is a noticeable difference in the low bidder’s bids and those of the other bidders. Because of this noticeable difference, Black & Veatch contacted the apparent low bidder to verify there were no errors made in preparation of its bid. Carstensen confirmed it did not have any errors in its bid, and it is standing by its bids for both Contract 6B and 6C and its combined bid for award of both contracts of \$125,741,949. Bidders were given 24 hours to withdrawal a bid due to a substantiated error, with return of the bid security. Garrison Diversion nor the Engineer received such notice.

Based on discussions with the apparent low bidder following the bid opening, it is Black & Veatch’s opinion that Carstensen Contracting, Inc. has a good understanding of the Projects and the key elements thereof. A review of their unit prices indicates a distribution like other bidders. The spread between the low and second low came down to Carstensen’s documented efficiency, rate of pipe installation, and continuing favorable terms from its steel pipe supplier, Northwest Pipe. The approximate \$10.2 million difference, between the low and the second low for both Contract 6B and 6C is captured primarily in the difference in the installed price of the 72-inch transmission pipeline

in favor of Carstensen and somewhat offset by Carstensen's higher unit prices for asphalt road overlay and trench groundwater control.

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

In 2023, Garrison Diversion undertook a general contractor prequalification process, where seven general contractors were prequalified for its projects, including Carstensen Contracting, Inc. and the second low bidder Harper Brothers. Hence, a general contractor qualification submittal was not required of either Carstensen or Harper Brothers for the Bid. In addition, Carstensen is currently the contractor performing the construction work on Contracts 5D and 6A and is performing the work satisfactorily and on schedule.

For tunneling, Contract 6B includes one wetland trenchless crossing and Contract 6C includes two wetland trenchless crossings and one railroad (BNSF) trenchless crossing. Both Carstensen and Harper Brothers listed Minger Construction as their tunneling subcontractor. Minger Construction has previously been prequalified as an acceptable tunneling subcontractor and has performed all the tunneling work satisfactorily on previous Contract 5A, and current Contracts 5B, 5C, 5D, and 6A.

SUMMARY AND RECOMMENDATION

Given the Engineer's review of the bids, the prequalification of Carstensen Contracting, Inc. as a pipeline general contractor for the Red River Valley Water Supply Project, and their current work on Contracts 5D and 6A, Black & Veatch recommends Garrison Diversion award both Contracts 6B and 6C to the low bidder, Carstensen Contracting, Inc. for its Total Bid, with deduct for both award of both contracts, in the amount of \$125,741,949.

Should both Projects be awarded to Carstensen, they would be administered separately and the \$3,000,000 deduct would be distributed through the unit and lump sum prices for each contract. The award of both contracts is lower than the 2025-2027 Biennium Work Plan budget allocation and below the Engineer's cost opinion.

If you concur with Black & Veatch's recommendation, a Notice of Award and Limited Notice to Proceed (permitting Carstensen to buy steel coil for the pipe and to begin preparation of pipe submittals) will be prepared and forwarded to for signature. In addition, conformed copies of the Contract Documents, including the Agreement and required bonds, will be prepared and forwarded to Carstensen for execution.

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

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

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

182
Notice of Award

Date of Issuance _____

Owner: Garrison Diversion Conservancy District	Owner's Task Orders Nos: 5562/5563
Engineer: Black & Veatch Corporation	Engineer's Project No.: 409655
Project: RRVWSP, Red River Valley Transmission Pipeline	Contract Name: Contract 6B/6C
Bidder: Carstensen Contracting, Inc.	
Bidder's Address: 800 Quartzite Street	
	Dell Rapids, South Dakota 57022

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 19, 2025, for the above Contracts, and that you are the Successful Bidder and are awarded a Contract for:

Red River Valley Water Supply Project

Red River Valley Transmission Pipeline

Combined Project Task Order 5562, Contract 6B and Task Order 5563, Contract 6C

The Contract Price of the awarded combined Contract is One Hundred Twenty-Five Million Seven Hundred Forty-One Thousand Nine Hundred Forty-Nine Dollars (\$125,741,949.00). The amount of Unit Price Work is subject to adjustment. The extended prices are based on estimated quantities and payments will be made on actual quantities. Refer to General Conditions Paragraph 13.03, Instructions to Bidders Article 14, and Agreement Article 5 for information.

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

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

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

You are authorized to proceed with the limited obligations of the Contract Documents and within 45-days of the date you receive this Notice of Award you may submit to the Owner a progress payment application for payment of the following items:

1. Procurement of steel coil necessary for the manufacture of Steel Pipe per Section 40 05 24, and
2. Submittal of Shop Drawings and Certifications required by Section 40 05 24.

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

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

Garrison Diversion Conservancy District
Owner

By: _____
 Duane DeKrey
Title: General Manager

cc: Kip Kovar, GDCD
 Kurt Ronnekamp, BV

Section 00 52 13

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

1.01. The name of the project is the Red River Valley Water Supply Project, Red River Valley Transmission Pipeline, McKinnon Twp to Revere Twp, Foster & Griggs Counties, ND, Task Orders 5562 and 5563, Contracts 6B and 6C.

1.02. The Project, of which the Work under the Contract Documents is a part, is generally described as construction of approximately 17.6 miles of 72-inch diameter steel water pipeline including three 96-inch diameter trenchless wetland crossings, one 96-inch diameter trenchless railroad crossing. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

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

Liquidated Damages per Hour

Completion of Open-Cut Road Crossings	\$500
---------------------------------------	-------

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

4.04. Delays and Damages.

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

ARTICLE 5 – CONTRACT PRICE.

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

One Hundred Twenty-Five Thousand Seven Hundred Forty-One Thousand Nine Hundred Forty-Nine and 00/100 Dollars;(\$125,741,949.00).

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

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

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

6.02. Progress Payments; Retainage.

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

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

6.03. Progress Payments; Stored Material

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

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Bonds:
 - a. Performance bond (pages 1 to 3, inclusive).
 - b. Payment bond (pages 1 to 3, inclusive).
 - 3. General Conditions (pages 1 to 65, inclusive).

4. Supplementary Conditions (pages 1 to 32, inclusive, plus all Supplementary Conditions attachments).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 53 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline
McKinnon Twp to Sutton Twp
Task Order 5562, Contract 6B**

Drawings (not attached but incorporated by reference) consisting of a cover sheet and 46 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline
Sutton Twp to Revere Twp
Task Order 5563, Contract 6C**

Sheet titles are listed on Sheet 2 of each set of the Drawings.

7. Addenda (numbers 1 to 4, inclusive) for each contract.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (s).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

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

10.02. Assignment of Contract.

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

10.03. Successors and Assigns.

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

10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 11 – NOT USED

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

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

OWNER:
Garrison Diversion Conservancy
District

CONTRACTOR:

By: Duane DeKrey

By: _____

Title: General Manager

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

800 East Quartzite Street
Dell Rapids, SD 57022

Approved as to Form

Contractor's License No. 28630

Expiration Date 3/1/2026

Attorney for Owner

End of Section

NOTICE TO PROCEED

Project: Red River Valley Water Supply Project	Owner: Garrison Diversion Conservancy District	Owner's Task Order Nos.: 5562/5563
Contract Name: Red River Valley Transmission Pipeline, Contract 6B/6C	Engineer: Black & Veatch Corporation	Engineer's Project No.: 409655

Contractor: Carstensen Contracting, Inc.

Contractor's Address: 800 East Quartzite Street, Dell Rapids, SD 57022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on January 5, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the Milestone Completion date is May 30, 2028, the date of Substantial Completion is August 31, 2028, and the date of readiness for final payment is September 30, 2028.

Carstensen Contracting, Inc.

(Contractor)

Garrison Diversion Conservancy District

(Owner)

Received by:

Given by:

Signature

Signature

Print Name, Title

Duane DeKrey, General Manager

Name, Title

Date

Date

cc: Kip Kovar, GDCD
Kurt Ronnekamp, BV



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

December 4, 2025

Garrison Diversion Conservancy District
 Red River Valley Water Supply Project
 Red River Valley Transmission Pipeline
 Task Orders 5571, Contract 7A

BV Project 188972/415096
 BV File 55.5571.5

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

Dear Mr. DeKrey:

This letter provides the bid results and a recommendation of award for the Red River Valley Transmission Pipeline, Contract 7A project to Carstensen Contracting, Inc. (Carstensen) of Dell Rapids, South Dakota.

Garrison Diversion Conservancy District held a bid opening at its Carrington office on November 21, 2025, at 2 p.m. local time. A total of four bids were received for the contract; all bids were opened and read aloud. The bid results are as follows:

Table 1 – Bid Tabulation Summary

Contractor	Contract 7A (~4.5 miles of 72" pipe) Base Bid	Additive Bid Alternative No. 1	Total of Base Bid and Additive Alt. No. 1	Additive Bid Alternative No. 2	Grand Total of Base Bid and Additive Bid Alt. 1 and 2
Carstensen Contracting, Inc. Dell Rapids, SD	\$36,034,917	\$6,777,640	\$42,812,557	\$16,147,435	\$58,959,992
Belt Construction, Inc. Texarkana, AR	\$40,651,254	\$9,341,690	\$49,992,944	\$16,730,289	\$66,723,233
Harper Brothers Construction, LLC, Houston, TX	\$39,313,289	\$7,468,300	\$46,781,589	\$19,438,497	\$66,220,086
Ruby-Collins, Inc. Smyrna, GA	\$59,568,261	\$9,560,043	\$69,128,304	\$22,728,565	\$91,856,869
Engineer's Cost Opinion*	\$38,470,742	\$7,334,003	\$45,804,745	\$17,428,133	\$63,232,878

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

Table 2 – Contract 7A Bid Price Evaluation Summary

Contractor	Total Base Bid + Bid Alt. 1 and 2	Comparison to Engineer's Estimate
Carstensen Contracting, Inc., Dell Rapids, SD	\$58,959,992	-\$4,272,886: -7.3%
Belt Construction, Inc., Texarkana, AR	\$66,723,233	+\$3,490,355: +5.5%
Harper Brothers Construction, LLC, Houston, TX	\$66,220,086	+2,987,208: +4.7%
Ruby-Collins, Inc., Smyrna, GA	\$91,856,869	+28,623,991: +45%
Engineer's Cost Opinion	\$63,232,878	--

For Contract 7A, for the Base Bid, and for the combinations of Base Bid + Bid Alternate 1 and Base Bid + Bid Alternates 1 and 2, Carstensen Contracting, Inc. of Dell Rapids, South Dakota submitted the apparent low bid for the Base Bid and for each combination of Bid Alternatives. Harper Brothers Construction, LLC of Houston, Texas submitted the apparent second low bid for the Base Bid and for each combination of Bid Alternatives.

EVALUATION OF THE APPARENT LOW BIDDER'S BID

The engineer's opinion of probable construction cost (cost opinion) for the Project prepared by Black & Veatch for the Base Bid + Bid Alternatives 1 and 2 of Contract 7A was \$63,232,878. One bidder had a lower Bid, and three bidders had a higher Bid than Black & Veatch's cost opinion. There was a \$4,272,886 or 7.3 percent difference between the apparent low bid for the Base Bid + Bid Alternatives 1 and 2 and Black & Veatch's cost opinion. The cost opinion was \$734,892 or 1.2 percent lower than the average of the three lowest bids received.

As indicated in the previous discussion and shown in Tables 1 and 2, there is a noticeable difference in the low-bidder's bids and those of the other bidders. Because of this noticeable difference, and the fact that Carstensen was the apparent low bidder on Contracts 6B and 6C, Black & Veatch contacted the apparent low bidder to verify there were no errors made in preparation of its bid. Carstensen confirmed it did not have any errors in its bid, and it is standing by its bids for Contract 7A and the 7A Bid Alternatives for award of the grand total bid + alternatives of \$58,959,992. Bidders were given 24 hours to withdrawal a bid due to a substantiated error, with return of the bid security. Garrison Diversion nor the Engineer received such notice.

Based on discussions with the apparent low bidder following the bid opening, it is Black & Veatch's opinion that Carstensen Contracting, Inc., has a good understanding of the Project and the key elements thereof. A review of their unit prices indicates a distribution like other bidders. The spread between the low and second low seemed to come down to Carstensen's documented efficiency and rate of pipe installation. The lowest three bidders were close on Bid items 2, 29 and 49, the unit price for installed open-cut pipe. The approximate \$7.3 million difference, between the low and the second low for Contract 7A is captured primarily in the difference in the price for trenchless installation, removal and stockpiling of topsoil, the amount of deduct offered (bid item 27), and the differences in the Additive Bid Alternative costs.

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

In 2023, Garrison Diversion undertook a general contractor prequalification process, where seven general contractors were prequalified for its projects, including Carstensen Contracting, Inc. and the second low bidder Harper Brothers. Hence, a general contractor qualification submittal was not required of either Carstensen or Harper Brothers for the Bid. In addition, Carstensen is currently the contractor performing the construction work on Contracts 5D and 6A and is performing the work satisfactorily and on schedule. Carstensen is also the apparent low bidder on recently bid Contracts 6B and 6C, so there could be potential concern that one construction company can handle all this work simultaneously. In discussions with Carstensen, they provided assurance that they have the staffing, equipment, and bonding capacity to handle these projects successfully.

For tunneling, Contract 7A includes three trenchless wetland crossings. Carstensen's bid listed Iowa Trenchless as its trenchless subcontractor. The second low bidder, Harper Brothers, listed Minger Construction as its trenchless subcontractor. While Minger Construction has been the trenchless subcontractor on all previous and current Red River contracts, Iowa Trenchless would be new to the project and therefore references for Iowa Trenchless were submitted with Carstensen's bid. We reached two of the most recent references from 2022 and 2024 projects in Iowa and Utah, respectively. Tunnel casing sizes for the two projects ranged from 79" to 101.5" so they compare

favorably to the 96" casings needed for this project. Both references were satisfied with the work of Iowa Trenchless and there were no schedule, cost, or other issues cited. We therefore recommend that Iowa Trenchless be accepted as the tunneling subcontractor for this project.

SUMMARY AND RECOMMENDATION

Given the Engineer's review of the bids, the prequalification of Carstensen Contracting, Inc. as a pipeline general contractor for the Red River Valley Water Supply Project, their current work on Contracts 5D and 6A, and their assurances they can handle multiple contracts, Black & Veatch recommends Garrison Diversion award Contract 7A including Bid Alternatives 1 and 2 to the low bidder, Carstensen Contracting, Inc. in the amount of \$58,959,992.

Should the Project be awarded to Carstensen, the \$1,000,000 deduct indicated in the Base Bid would be distributed through the unit and lump sum prices for the contract. The award of this Contract 7A is lower than the 2025-2027 Biennium Work Plan budget allocation and below the Engineer's cost opinion.

If you concur with Black & Veatch's recommendation, a Notice of Award and Limited Notice to Proceed (permitting Carstensen to buy steel coil for the pipe and to begin preparation of pipe submittals) will be prepared and forwarded for signature. In addition, conformed copies of the Contract Documents, including the Agreement and required bonds, will be prepared and forwarded to Carstensen for execution.

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

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

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

Notice of Award

Date of Issuance _____

Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 5571
Engineer: Black & Veatch	Engineer's Project No.: 409655
Project: RRVWSP, Red River Valley Transmission Pipeline	Contract Name: Contract 7A
Bidder: Carstensen Contracting, Inc.	
Bidder's Address: 800 East Quartzite Street, Dell Rapids, SD 57022	

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 21, 2025, including Base Bid and Alternative 1 and Alternative 2 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for construction of approximately 6.5 miles of 72-inch diameter steel water pipeline (Base Bid plus Alternative 1 and Alternative 2), including three 96-inch diameter trenchless wetland crossings. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

The Contract Price of the awarded Contract is Fifty-Eight Million Nine Hundred Fifty-Nine Thousand Nine Hundred Ninety-Two and 00/100 Dollars (\$58,959,992.00). The amount of Unit Price Work is subject to adjustment. The extended prices are based on estimated quantities and payments will be made on actual quantities. Refer to General Conditions Paragraph 13.03, Instructions to Bidders Article 14, and Agreement Article 5 for information.

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

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

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

You are authorized to proceed with the limited obligations of the Contract Documents and within 45 days of the date you receive this Notice of Award Submit to the Owner a progress payment application for payment for the following items.:

1. Procurement of steel coil necessary for the manufacture of Steel Pipe per Section 40 05 24, and
2. Submittal of Shop Drawings and Certifications required by Section 40 05 24.

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

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

Garrison Diversion Conservation District
Owner

By: _____

 Duane DeKrey

Title: General Manager

cc: Kip Kovar, GDCD
Kurt Ronnekamp, BV

Section 00 52 13

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

1.01. The name of the project is the Red River Valley Water Supply Project, Red River Valley Transmission Pipeline, James River to McKinnon Twp, Foster County, ND, Task Order 5571, Contract 7A.

1.02. The Project, of which the Work under the Contract Documents is a part, is generally described as construction of approximately 6.5 miles of 72-inch diameter steel water pipeline (Base Bid plus Alternative 1 and Alternative 2) including three 96-inch diameter trenchless wetland crossings. Strict segregation and stockpiling of topsoil and subsoil for pipe installation will be required. The work also includes an impressed current pipeline corrosion protection system, pipeline appurtenances, and all other work specified or shown on the Drawings.

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

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

Liquidated Damages per Hour

Completion of Open-Cut Road Crossings	\$500
---------------------------------------	-------

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

4.04. Delays and Damages.

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

ARTICLE 5 – CONTRACT PRICE.

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

Fifty-Eight Million Nine Hundred Fifty-Nine Thousand Nine Hundred Ninety-Two and 00/100 Dollars; (\$58,959,992.00)

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

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

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

6.02. Progress Payments; Retainage.

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

material and equipment retainage will be released when the material and equipment are incorporated in the Work.

4. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.
5. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.
6. Consent of the Surety shall be obtained before any retainage is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

6.03. Progress Payments; Stored Material

- A. Payment will be made for material and equipment stored properly at the Site provided the material and equipment are complete and ready for installation.
 1. Payment will be made for the invoice amount less the specified retainage.
 2. Payment for material and equipment shown in the Application for Payment Form, Stored Material Summary, will be made for the invoice amount up to the value shown in the Schedule of Values for that line item.
 3. Payment will be made for the value shown in the line item for products and material if invoices for material and equipment are less than the amount shown in the line item, and it can be demonstrated that no additional material or equipment are required to complete the Work described in that item.
 4. Provide invoices at the time materials are included in the Stored Material Summary. Include invoice numbers so that a comparison can be made between the actual invoices and those invoices and amounts included in the Stored Material Summary.
- B. Payment for material and equipment does not constitute acceptance of the product.

- C. The Work covered by progress payments becomes the property of the Owner at the time of payment. The Contractor's obligations with regard to proper care and maintenance, insurance, and other requirements are not changed by this transfer of ownership until accepted in accordance with the General Conditions.

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) safety precautions and programs incident thereto.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 11, inclusive).
 - 2. Bonds:

- a. Performance bond (pages 1 to 3, inclusive)
- b. Payment bond (pages 1 to 3, inclusive).
- 3. General Conditions (pages 1 to 65, inclusive).
- 4. Supplementary Conditions (pages 1 to 32, inclusive, plus all Supplementary Conditions attachments).
- 5. Specifications as listed in the table of contents of the Project Manual.
- 6. Drawings (not attached but incorporated by reference) consisting of a cover sheet and 46 other sheets, with each sheet bearing the following general title:

**Red River Valley Transmission Pipeline
James River to McKinnon Twp
Task Order 5571, Contract 7A**

Sheet titles are listed on Sheet 2 of the Drawings.

- 7. Addenda (numbers 1 to 4 inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
- 9. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

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

10.02. Assignment of Contract.

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

10.03. Successors and Assigns.

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

10.04. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

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

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

ARTICLE 11 – NOT USED

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

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

OWNER:
Garrison Diversion Conservancy
District

CONTRACTOR:
Carstensen Contracting, Inc.

By: Duane DeKrey

By: _____

Title: General Manager

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

800 East Quartzite Street
Dell Rapids, SD 57022

Approved as to Form

Contractor's License No. 28630

Expiration Date 3/1/2026

Attorney for Owner

End of Section

NOTICE TO PROCEED

Project: RRVWSP	Owner: Garrison Diversion Conservancy	Owner's Task Order No.: 5571
Contract Name: RRV Transmission Pipeline, Ct. 7A	Engineer: Black & Veatch	Engineer's Project No.: 415096
Contractor: Carstensen Contracting, Inc.		

Contractor's Address: 800 Quartzite Street, Dell Rapids, SD 57022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on January 5, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the Milestone Completion Date is May 30, 2028, the date of Substantial Completion is August 31, 2028, and the date of readiness for final payment is September 30, 2028.

Carstensen Contracting, Inc.

(Contractor)

Garrison Diversion Conservancy District

(Owner)

Received by:

Given by:

Signature

Signature

Print Name, Title

Duane DeKrey, General Manager

Name, Title

Date

Date

cc: Kip Kovar, GDCCD
Kurt Ronnekamp, BV



**RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline
Contracts 6B, 6C, and 7A Construction Phase Services**

Task Order Effective Date: December 19, 2025

TASK ORDER EXECUTIVE SUMMARY

REQUEST

Consideration and approval of a construction phase services Task Order in the amount of \$17,125,000 associated with Garrison Diversion’s sixth, seventh, and eighth construction projects (RTP Contracts 6B, 6C, and 7A). The Task Order is for construction observation and engineering support during construction of a 24.1-mile segment of the RRVWSP transmission pipeline. Services are anticipated to begin in 4Q2025 and be completed by 4Q2028.

All professional services are provided on an hourly basis. The maximum fee is a labor and expenses estimate based on the scope and nature of the work and an anticipated 14 months of active pipeline installation and 6 months for testing, final easement restoration, and cleanup. No construction activity is expected to be undertaken from December to April of each year so field observation for this period is omitted.

The construction cost is \$184.7 million for the 24.1 miles of 72-inch pipeline, including trenchless crossings and not including any contingency monies. The projects advertised in late October 2025 with bid openings held in November 2025. Construction notice(s) to proceed will be issued in January 2026.

TASK ORDER SUMMARY

The services to be provided by the engineering and construction observation teams (Black & Veatch, AE2S, Prairie Soil Consulting, Ulteig Engineers, American Engineering Testing, Accurate Inspections, Moore Engineering, Stantec Consulting, Veteran Testing and Inspecting, Braun Intertec, and other firms) are fully described in the attached Task Order. The following summarizes the major tasks.

Basic Services: The estimated hourly fees and expenses for standard and customary construction phase services are as follows:

	Fee	% of Construction
Task Order Management and Administration	\$728,630.00	
Special and Third-Party Meetings	\$34,873.00	
Surveying, Field Testing, & Factory Inspection Services	\$2,954,605.00	
Engineering Services during Construction	\$2,195,064.00	
Construction Observation	\$11,211,828.00	
Total	\$17,125,000.00	9.3%

Special Services: There are no unique or special services identified for this Task Order at this time.

PROJECT OVERVIEW

RTP Contract 6B involves 9.2 miles of steel pipe connecting to the east end of Contract 6A northeast of Kensal continuing east with the segment ending southeast of Glenfield. Contract 6C involves 8.4 miles of pipe and will connect to Contract 6B heading east to a termination point south of Sutton. Contract 7A involves up to 6.5 miles of pipe and continues east and ending southwest of Cooperstown. The alignment and limits of the pipelines under this Task Order are shown on the figure included in the Task Order document. Key elements of the services are summarized as follows:



**RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline
Contracts 6B, 6C, and 7A Construction Phase Services**

Task Order Effective Date: December 19, 2025

TASK ORDER EXECUTIVE SUMMARY

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

Task 2 – Special and Third-Party Meetings – This task covers in-person meetings as needed with stakeholders including the State Engineer; Foster and Griggs County Commissioners; Eastman, Sutton, Revere, and Ball Hill Townships; Northern Plains Electric Cooperative; Greater Ramsey Water District; Stutsman Rural Water District; BEK Communications Cooperative; NODAK Electric Cooperative; Northern Plains Electric Cooperative; MLGC Cooperstown; Otter Tail Power; MidContinent Communications; Dakota Rural Water District, and Dakota Central Telecommunications.

Task 3 – Surveying, Field Testing, and Factory Inspection Services – This task consists of surveying, construction staking, services of a professional soil classifier for restoration, drone video of construction progression, pipe manufacture visits and on-site inspection of the manufacturing process and quality control/quality assurance procedures, corrosion protection system inspection and testing, services of an independent materials testing firm, and services of an independent weld verification firm.

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

Task 5 – Construction Observation – Consists of the engineering team’s staff providing observation and reporting of the Contractors’ work for the anticipated 20 months of construction. BV staff will provide construction observation management, construction administration, and field engineering for the two projects. A lead resident project representative (Lead RPR) will oversee the work of each project and up to three RPRs will inspect pipeline installation (one for each pipe laying crew) during active pipeline installation. Three RPRs will observe testing, restoration, and cleanup activities until the project is complete. Finally, a tunnelling RPR will be provided for the installation of tunnel shafts and during tunneling trenchless crossings. RPR staff will generate daily reports for the pipeline and trenchless crossing activities, generate daily photo logs of the work progress, use global positioning system (GPS) equipment to collect real-time as-built data, and serve as a liaison between the contractor and the engineering team. See proposed field team organization in the figure that follows on the next page.

RISK CONSIDERATIONS

The following items in the specifications and/or in this Task Order scope of work are intended to mitigate potential risks associated with the installation of the three segments of the water transmission pipeline with total footage of 24.1 miles:

- Project specifications limit the amount of right-of-way that can be open at any time. The contractor will be limited to three miles of open right of way of which only two miles can include active pipeline installation. This limitation will require the Contractor to stabilize and restore the right of way area continuously within the project mitigating the impact to landowners from dust and from a property usability standpoint.

CONSTRUCTION SERVICES ORGANIZATIONAL STRUCTURE AND TASK ORDER FUNDING OVERVIEW

PROPOSED TASK ORDER FUNDING

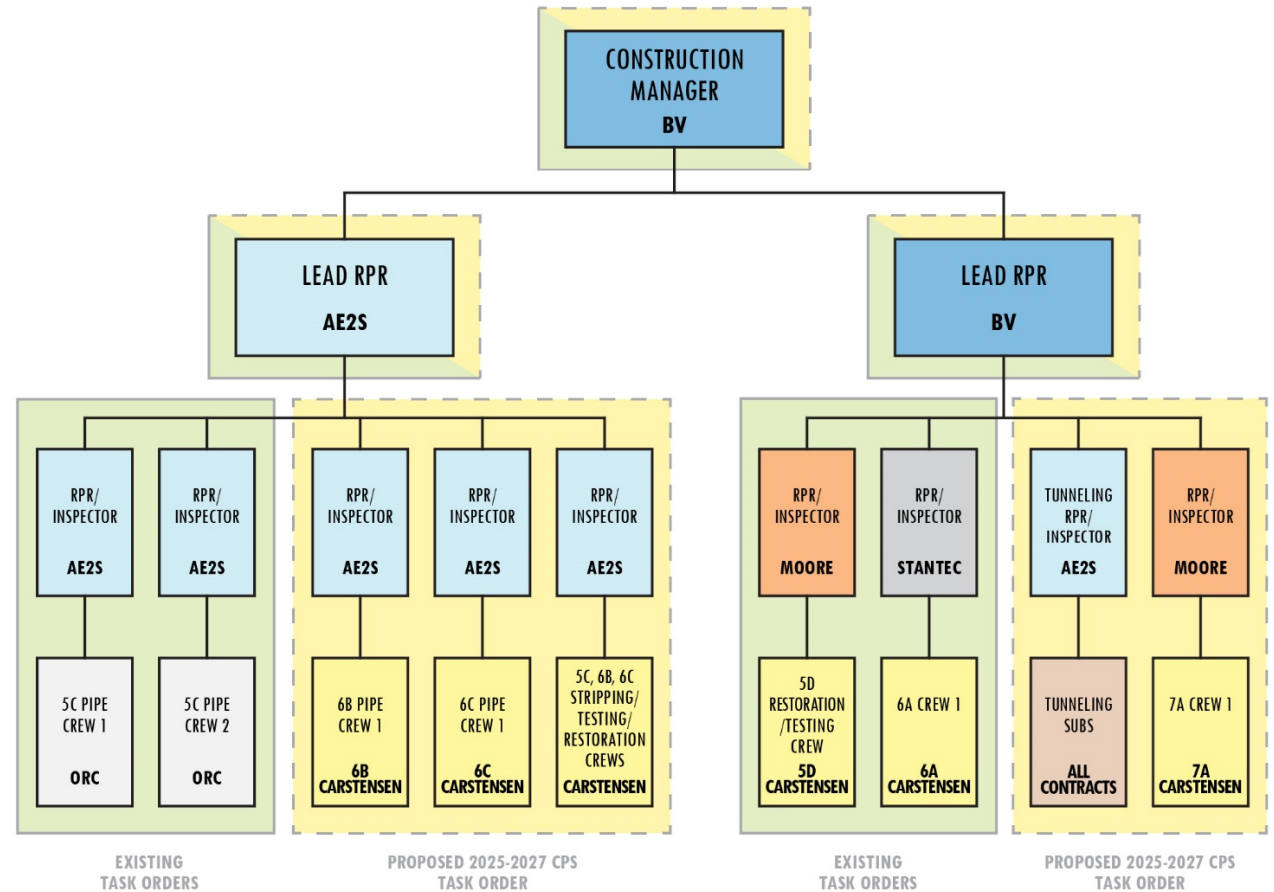
- EXISTING TASK ORDERS
- PROPOSED 2025-2027 CPS TASK ORDER
- JOINT EXISTING, PROPOSED, & FUTURE TASK ORDERS

CARRINGTON OFFICE SUPPORT TEAM

- FIELD SERVICES COORDINATOR - BV
- FIELD OFFICE ADMINISTRATOR - BV
- FIELD OFFICE ENGINEER - BV

CONSULTANT SUPPORT TEAM

- PRIMARY LAYOUT & TOPOGRAPHIC SURVEYING - AE2S
- MONTHLY DRONE FLIGHTS - AE2S
- MATERIALS TESTING - AET & VTI
- WELD INSPECTIONS - AET & BRAUN INTERTEC
- FACTORY PIPE INSPECTIONS - ACCURATE INSPECTIONS
- SOILS - PRAIRIE SOILS CONSULTING
- ENVIRONMENTAL - ULTEIG ENGINEERS
- ENGINEERING SERVICES DURING CONSTRUCTION - BV



**RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline
 Contracts 6B, 6C, and 7A Construction Phase Services**

Task Order Effective Date: December 19, 2025

TASK ORDER EXECUTIVE SUMMARY

- A two-part geotechnical report approach will be used to mitigate risk and to make sure tunneling bidders are each bidding the same set of assumptions. A geotechnical data report and a geotechnical baseline report (GBR) establish the baseline by which tunneling will be undertaken by the contractors. Baseline conditions are presented in the GBR concerning ground conditions, groundwater, the expected number and size of boulders/cobbles that should be expected, etc. Conditions that exceed the baseline will be justification for the contractor to request an increase in the contract price and a time extension.
- A professional soil classifier will provide topsoil and subsoil removal and restoration process training to the contractors, RPRs, engineering team, and Garrison Diversion staff. This training and subsequent inspections will be essential to the successful reclamation of the easements. The professional soil classifier will also provide periodic quality control of contractors' restoration activities.
- RPR staff will provide observation and reporting full-time while the contractor is actively working on pipeline installation and the trenchless crossings. Due to the remote location of the work, having RPRs on site during active construction will prevent deviations from the drawings and specifications. Deviations noted will be identified and corrected.
- RPRs will be collecting real-time as-built information confirming elevation and location of the pipeline and appurtenances with high accuracy GPS equipment.
- The engineering team's corrosion protection staff will provide field inspection and start-up services for the corrosion protection system. The scope of work also includes inspection and a training session for Garrison Diversion staff.
- Independent construction materials testing for granular materials, concrete, and compaction will be provided by the engineering team through a subconsultant.
- Drone video of the active construction and restored areas will be provided monthly. Garrison Diversion has used these videos and photographs in educational materials, landowner outreach, and public communication. The engineering team uses the drone material to review construction progress.



Black & Veatch Corporation

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

**RRVWSP Task Order 5662 – Red River Valley Transmission Pipeline
Contracts 6B, 6C, and 7A Construction Phase Services**

Effective Date – December 19, 2025

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

I. BACKGROUND.....	1
II. TASK ORDER OBJECTIVES.....	2
III. GENERAL REQUIREMENTS.....	4
IV. BASIC SERVICES.....	4
V. SPECIAL SERVICES.....	18
VI. DELIVERABLES.....	18
VII. ADDITIONAL SERVICES.....	19
VIII. SPECIAL RESPONSIBILITIES OF OWNER.....	20
IX. FEE.....	20
X. PERFORMANCE SCHEDULE.....	20
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS.....	20
XII. ACCEPTANCE.....	21

I. BACKGROUND

1. From 2015 to the present, the Garrison Diversion Conservancy District (GDCD, Garrison Diversion, Owner) authorized Black & Veatch Corporation (Engineer, BV) and its consultants to complete designs for a 167-mile Transmission Pipeline (TPL). Initially, a preliminary design was completed for the whole transmission pipeline first beginning in the 2015 to 2017 biennium. In the 2017 to 2019 biennium, final design activities began on a 28-mile segment, later referred to as Contract 5, running from roughly a few miles south of Sykeston, ND on the west end to just east of the James River on the east end. Because of funding constraints, Contract 5 was subsequently divided into four separate segments referred to as Contracts 5D, 5A, 5B, and 5C (ordered from west to east). The design on the 1-1/4-mile Contract 5A finished first with construction beginning in early 2021 and completing in mid-2022. The design on the next segment, 9-mile Contract 5B, was finished and construction began in early 2022. Construction of Contract 5B was completed in 2025.

2. The design of the last two segments of Contract 5, the 8-mile Contract 5C and the 10-mile Contract 5D, was completed in June 2023. This work was authorized under Task Order 5333 –

Transmission Pipeline East, Contract 5C and 5D, Design Wrap-up Services and Bidding Assistance. Under an authorization for professional services with an effective date of October 1, 2021, Engineer advanced the design of approximate 8- and 10-mile pipeline segments of Contract 5 to biddable plans and specifications. Designs were completed and the projects advertised 2023, with the bid lettings shortly thereafter. Notices to proceed were issued and construction field activities began in May 2024. Initial pipe necessary to begin the projects was fabricated and delivered in 2Q24.

3. Design of a new segment, Contract 6, was authorized under Task order 5360 – Red River Valley Transmission Pipeline Contract 6, Final Design and Bidding Assistance with an effective date of November 1, 2021. It was subsequently split into three segments, Contract 6A, 6B, and 6C. Design of these segments is complete. Due to funding limitations, only Contract 6A was funded for construction from the 2023 to 2025 biennium. Contract 6A advertised in 2024. A notice to proceed was issued in early January 2025 with construction field activities beginning in May 2025.
4. Designs of Contracts 6B, 6C, and 7A were completed in October 2025. Construction of these segments will be funded from the 2025 to 2027 biennium. The projects advertised and a bid letting was held in October 2025. A notice to proceed will be issued in early 2026, with construction field activities to begin as early as April 2026 weather dependent. Initial pipe necessary to begin the projects will be fabricated and delivered in 2Q26. Construction is anticipated to run from early 2026 through fall of 2028.

II. TASK ORDER OBJECTIVES

1. The Owner would like to continue construction of the transmission pipeline. This Task Order is for engineering services during construction of TPE Contracts 6B, 6C, and 7A. Given the funding allocated by the North Dakota Legislature for the 2025 to 2027 biennium, Garrison Diversion expects to install up to 24 miles of transmission pipeline. The exact length of the pipeline installed will depend upon the bids received. It is expected that the construction support resources will be shared across the three construction contracts as the contracts will be occurring concurrently and in proximity. Thus, the construction support for three construction contracts is being combined under one task order.
2. The objective of this Task Order is to oversee installation of up to 24.1 miles of 72-inch steel pipe and accessory items in Foster and Griggs Counties from southwest of Glenfield to southwest of Cooperstown. Contract 6B involves 9.2 miles of steel pipe and will connect to the east end of Contract 6A ending southwest of Glenfield. Contract 6C involves 8.4 miles of pipe and will connect to the east end of Contract 6B and west end of 7A. Contract 7A involves 6.5 miles of pipe and continues east ending southwest of Cooperstown. The alignment and limits of the pipeline under this Task Order are shown in Figure 1. The pipeline will primarily be installed with cut-and-cover methods. However, there are trenchless portions on each section that will require tunneling: one in Contract 6B, two in Contract 6C and three in 7A.

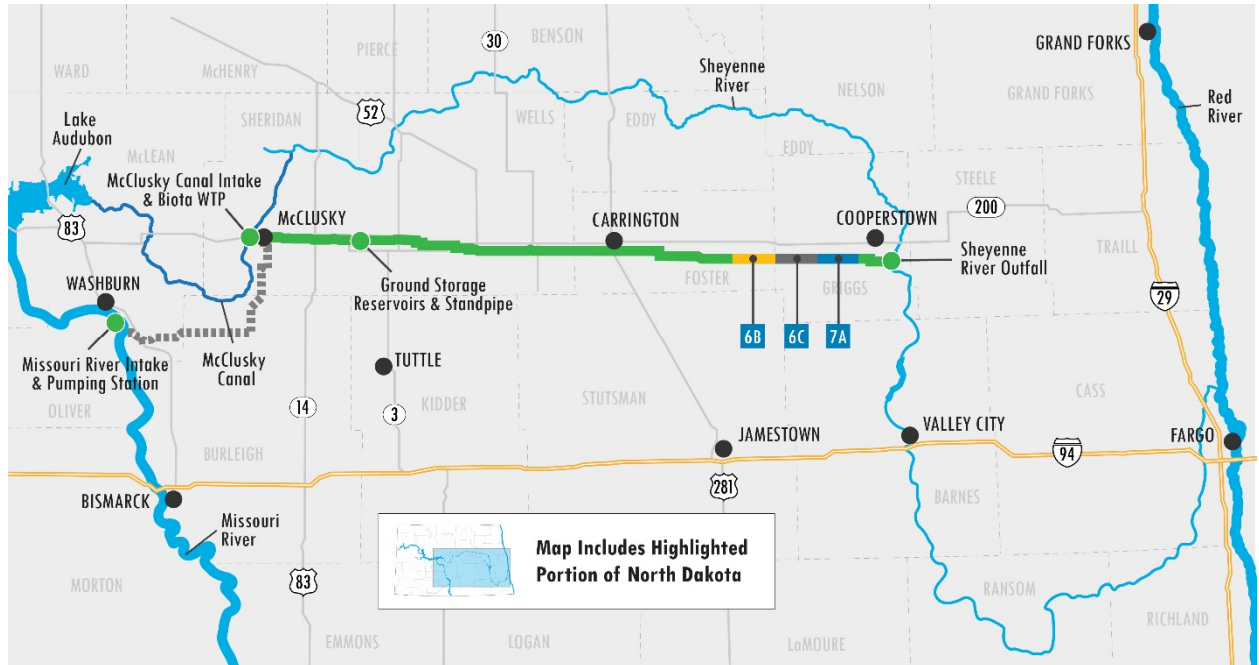


Figure 1 – Map of Transmission Pipeline Contracts

3. Having held a bid letting for the three segments in October 2025 and made the award of each, Carstensen Contracting, Inc. (Carstensen, General Contractor, GC) of Dell Rapids, SD will be the general contractor for all three segments. Contracts 6B and 6C will be combined and executed as a single project. Carstensen plans to deploy a single pipe installation crew for each segment for a total of three. Resident project representation of engineer is based upon this GC execution plan. Carstensen will use Minger Construction for the trenchless work on Contracts 6B and 6C. Iowa Trenchless will be the trenchless subcontractor to Carstensen on Contract 7A.
4. It is anticipated that the remaining pipeline segment, 7B, designed under Task Order 5371 will be publicly advertised and a bid letting held in 3Q27. The goal would be to have pipe on site and be ready to be installed as early as possible in the summer of 2028, finishing in 2030. Construction phase services for segment 7B are not included here and will require a future authorization.
5. This Task Order includes field services for landowner interface/communication as the construction project will impact cultivated farm ground and pasture. A key focus of field services provided herein will be to monitor the segregation of excavated soil and the restoration of the soil profile to a condition as similar as possible to pre-construction conditions. Engineer will employ a soil scientist to make sure work is progressing according to specification requirements from a soil management perspective.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Garrison Diversion and Engineer for Professional Services dated January 17, 2008 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of construction phase services associated with the Contract Documents that were prepared and bid under Task Orders 5360 and 5371.
3. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
4. Explicitly Identified Quantities. Engineer in development of this Task Order estimates the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided by Engineer, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of service and associated fee estimate. Services exceeding the quantities identified in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Special and Third-Party Meetings
- Task 3 – Surveying, Field Testing, and Factory Inspection Services
- Task 4 – Engineering Services During Construction
- Task 5 – Construction Observation

1. Task 1 – Task Order Management and Administration

This task includes overall project management and administrative services during the construction phase of the project. Specific services to be performed by Engineer are as follows:

- A. Task Order Setup and Work Plan Development. Engineer will develop a Project work plan that includes the scope, schedule, and budget. Engineer will conduct a virtual overall Project kick-off meeting with the team.
- B. Task Order Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, Owner coordination,

and other standard and customary activities required for timely completion of the Work. Engineer will:

- i. Administer the Task Order. Perform general administrative duties associated with the Task Order, including general correspondence, day-to-day contact and coordination, administration, and monthly invoicing in a form that is acceptable to Owner.
 - ii. Manage Subconsultants. Engineer will monitor subconsultant progress, review/approve invoices, oversee adherence to the approved quality assurance/quality control (QA/QC) plan, monitor adherence to document preparation standards, and oversee subconsultants' performance.
 - iii. Assemble Engineering Progress Reports/Invoices. Prepare monthly engineering invoices to coincide with progress reports.
- C. Communication and Coordination. Overall project communications and coordination support during construction will be provided by Engineer. Engineer will utilize Engineer's standard construction management tools to track the status of correspondence, requests for information (RFIs), request for proposals (RFPs), submittals, change orders, potential change orders, claims, field orders, Contractors monthly invoices, permits, etc.

2. Task 2 – Special and Third-Party Meetings

Engineer or Engineer's subconsultant will prepare materials for GCD and, if requested, attend and present Project information at in-person third-party meetings and calls with the following stakeholders:

- A. One joint meeting with the State Engineer and North Dakota State Water Commission,
- B. Three meetings with Griggs County and Foster County Commissioners,
- C. One meeting with Eastman, Sutton, Revere, and Ball Hill Townships.
- D. Two meetings with Northern Plains Electric Cooperative,
- E. Two meetings with Greater Ramsey Water District,
- F. Two meetings with Stutsman Rural Water District,
- G. Two meetings with BEK Communications Cooperative,
- H. One meeting with NODAK Electric Cooperative,
- I. One meeting with Northern Plains Electric Cooperative,
- J. One meeting with MLGC Cooperstown,
- K. One meeting with Otter Tail Power,
- L. One meeting with MidContinent Communications,
- M. One meeting with Dakota Rural Water District, and
- N. Two meetings with Dakota Central Telecommunications.

3. Task 3 – Surveying, Field Testing, and Factory Inspection Services

The objective of the Field Services task is to perform miscellaneous on-site field activities to support construction and closeout of Contracts 6B, 6C and 7A.

- A. Field Surveying. Engineer will provide the following field surveying services during construction.
- i. Limited Topographic Surveying. Supplemental field surveying will be completed, on an as-needed basis, to precisely define significant surface and drainage features present at the site. Engineer will provide these field surveys to establish horizontal coordinates and vertical elevations of topographic features impacting pipeline installation. Up to four two-day trips and 80 crew hours are budgeted for this task.
 - ii. Location Surveys. Engineer will provide field pre-construction layout surveys to establish horizontal coordinates and vertical elevations of structures and utilities. Those services are discussed below – layout and as-built surveying. All other surveying necessary for completion of construction is the responsibility of the Contractors.
 - (a) Layout Surveying. Engineer will provide layout surveying to:
 - (i) Define the location and elevation of the top of the pipeline at 100-foot intervals and at horizontal and vertical points of inflection, and
 - (ii) Locate designated easements at 200-foot intervals.
 - (b) As-Built Surveying. Engineer will survey constructed and installed facilities to record characteristics (x-y-z coordinates) as built by Contractors. Engineer will provide Contractors with a list of data it intends to collect for record documents. Survey information will define the location and elevation of the top of the pipeline at 100-foot intervals, at horizontal and vertical points of inflection, and at valves and other pipeline appurtenances. Top of pipe will be surveyed using a high accuracy mapping-grade global positioning system (GPS) unit prior to trench backfilling.
- B. Professional Soil Classification. One of Garrison Diversion’s critical success factors for the RRVWSP is landowner relations so an emphasis is placed on restoration of agricultural land impacted by RRVWSP construction. The goal is to restore land affected by construction to as near pre-construction condition as possible. To that end, a North Dakota licensed professional soil classifier was engaged during design to guide the engineering team in development of relevant specifications. A currently registered professional soil classifier in North Dakota will perform this work. The specifications developed in consultation with the professional soil classifier covered construction work from stripping of soil through replacement of soil back into the trench section and re-establishment of a vegetative cover. To make sure Contractors execute the pipeline installation work satisfactorily as it relates to soil management, the professional soil classifier will:
- i. Conduct Soil Identification Training. At project commencement and annually thereafter, plan, organize, and conduct soil identification training for the Project teams. Representatives of the Contractors, Owner, and Engineer will attend so parties understand the requirements of the specifications and Garrison Diversion’s

expectations for easement restoration. The concept of Topsoil, Subsoil, and Other Soil will be explained. Simple field techniques and tools will be demonstrated. Natural soil and landscape variability and the limitations of large construction equipment will be discussed. Potential problem areas found along the route will be discussed to reduce potential contamination of Topsoil during the segregation process. Garrison Diversion will dig demonstration pits for the professional soil classifier use for training.

- ii. Complete Periodic Inspections and Quality Review. Upon initiation of field work, the professional soil classifier will work closely with the Contractors to appropriately apply the concepts of Topsoil, Subsoil and Other Soil to the construction process. This will help ensure quality stripping, excavation, and stockpiling of these materials. After soil replacement, the professional soil classifier will evaluate the soil material replacement process in selected areas and recommend appropriate actions for the Contractors to undertake to correct deficiencies, if any. As construction proceeds, it is expected that the professional soil classifier's field input will be reduced and only periodic inspections will be needed. If the Contractors encounter problematic areas, the professional soil classifier will provide guidance through the Engineer.
- C. Drone-Based Video Monitoring. Video the construction job site using drone-based video equipment producing videos using a minimum 12-megapixel resolution camera. Provide a drone and operator with proper certifications and licenses for both federal and local authorities. Drone video will be collected as follows:
- Pre-construction after the Contractors' notice to proceed is issued and no more than one month before field construction activities commence.
 - Monthly active construction monitoring consisting of pipeline installation, which is assumed to be 20 months in duration for each segment (not sequential accounting for winter shutdowns). The last collection for this bullet will be at or near substantial completion of the project. (19 videos)
 - Post-construction at or near completion of all work when Projects are ready for final payment to document the restoration of disturbed areas.
 - Post-Project completion at or near the time of the warranty inspection to document condition of the easement and the effectiveness of Contractors' restoration work.
- D. Pipe Manufacturers Site Visits and Inspections. Engineer will visit the pipe fabrication facilities to inspect the pipe, lining, and coating after production.
- Visit the pipe fabrication facilities to inspect pipe manufacturing and the manufacturer's quality assurance / quality control program.
 - Inspect and verify coating and lining integrity and thickness prior to shipment.
 - Engineering and owner representatives will attend up to two 2-day factory inspections of pipe manufacturers.

- E. Corrosion Protection Systems Inspection and Testing. Engineer will provide a corrosion protection system design engineer to verify the installation of the pipe and trenchless crossings' corrosion protection system. As part of those services, Engineer will:
- Provide inspections of the impressed current corrosion protection system for the pipe and the sacrificial anode cathodic protection system for the tunneled crossing casing pipe(s) during construction and installation.
 - Provide a final inspection and commissioning of the corrosion protection system. Verify the installed systems are functioning as designed.
 - Inspect and test operation and effectiveness of previously installed cathodic protection system on completed pipeline contracts.
 - Prepare a report documenting the results of the corrosion protection system testing results of commissioning activities.
 - While on site for testing and acceptance activities, train Garrison Diversion staff on design intent, installation and operational requirements, and periodic testing needed to make sure system is functioning properly.
 - Participate in the warranty inspection testing and reporting on the system's operation immediately prior to expiration of the Contractors' correction period.
- F. Independent Construction Materials Testing. Provide the services of an independent testing laboratory to perform inspections and tests of samples and materials required by the Contract Documents (CDs) (not including tests required of the Contractor). It is assumed that pipe installation will take approximately 52 weeks. During pipe installation, testing lab(s) will make two to three trips per week for each pipeline contract to provide the specified testing. A total of 156 trips per pipeline contract have been budgeted for the work with each trip requiring a half-day's effort.
- Provide laboratory and field testing of aggregate and backfill material.
 - Provide laboratory and field testing of concrete, grout, flowable fill, and other cementitious material.
 - Review and provide the Owner findings and reports generated by the independent testing laboratories.
- G. Independent Welding Verification. Provide the services of an independent welding inspection firm to randomly inspect and test a minimum of 25 percent of pipe joint welds with non-destructive methods. It is assumed here for the purpose of estimating the fee that pipe joints will be 50-ft in length.
- H. Field Delineation of Wetlands. Engineer using its consultant will delineate USACE jurisdictional wetlands within the pipeline easement and shown on the CDs for each project. Boundaries of jurisdictional wetlands will be staked by consultant so that Contractors can erect construction fencing or barricades protecting the area as required by the CDs. Engineer will survey and record boundary information corresponding to the fencing erected by the Contractors.

4. Task 4 – Engineering Services During Construction

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

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

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

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

- Notice to proceed: January 2025 for 6B, 6C, and 7A
- Start of field work: May 1, 2026 (no earlier than)
- Complete pipe installation: May 30, 2028
- Achieve Substantial Completion: August 31, 2028
- Projects Complete and Ready for Final Payment: September 30, 2028

If Contractor's schedules are extended for any reason, Engineer will provide services during the extension as Additional Services upon approval of Garrison Diversion. Under these circumstances, Engineer's construction services task order will be amended for the additional services necessary to administer and inspect the Contractors' work over the Contractors' extended schedule. Specific engineering services during construction to be performed by Engineer are as follows:

A. Progress Reporting. Engineer will prepare a digital Project progress report each month there is active construction Work underway (24 reports across the three projects). The progress report will include most, but not all, of the following:

- Executive summary
- Summary of the Contractors' progress
- General condition of the Work
- Critical issues and resolutions/proposed resolutions to such issues
- Cost summary, including project budget status
- Cash flow
- Schedule summary
- Submittals, RFI logs, change request logs, list of potential/accepted scope changes

- A look-ahead schedule for upcoming activities
 - Digital progress photographs and videos
 - Other issues and concerns
- B. Construction Administration Support Services. Engineer and its consultant will administer engineering services during construction, including those activities identified below. Documentation generated during construction will be processed, logged, tracked, reviewed, and posted by Engineer, Owner, and Contractors within a system furnished by Engineer.
- i. Engineer's Staffing During Construction. Engineer will submit the following information to Owner soon after commencement of construction.
 - Field staffing schedule
 - Cash flow projections
 - Standard report formats
 - ii. Contractors' Schedule. Determine if Contractors' schedule is consistent with the CDs with emphasis on milestone dates and construction sequencing, as applicable, during construction. Review to verify correct sequencing is incorporated as to road crossing and make sure proposed schedule complies with township and county requirements. Engineer's review does not include an analysis of Contractors' approach, means, or methods of construction to perform the Work specified in the CDs.
 - (a) Review and comment on the Contractors' initial construction schedule, and
 - (b) Review and comment on updated monthly schedules up to 18 for each construction contract.
 - iii. Contractors' Estimates of Monthly Payments. Review the Contractors' initial and updated schedule of estimated monthly payments and advise Owner as to acceptability.
 - iv. Contractors' Guarantees, Bonds, Test Reports, and Certificates. Receive guarantees, bonds, and certificates of inspection, tests and approvals, and other documentation that is to be assembled by the Contractors. Review for completeness in accordance with the CDs and transmit to Owner.
 - v. Submittals Reviews. Review drawings and other data submitted by the Contractors as required by the CDs. Engineer's review will be for general conformity to the CDs and does not relieve the Contractors of any of his contractual responsibilities. Such reviews do not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. For the purposes of fee development, Engineer assumes Contractors will each submit up to 100 submittals, including both submittals and re-submittals, for review and comment by Engineer. Up to 300 submittals will be processed across the three projects.

- vi. RFPs. Develop and issue RFPs for Owner-requested changes to the design, for changes or modifications resulting from Contractor-submitted RFIs, or for other reasons where additional work or changes to the Work are requested of the Contractors. For the purposes of fee development, Engineer will develop up to four RFPs for each project for pricing and determination of schedule impacts, if any, by Contractors. A total of 12 RFPs is anticipated.
- vii. RFIs, Change Order Requests, and Claims. Engineer will receive and process on behalf of the Owner RFIs, change order requests, and claims submitted by Contractors. Specific services to be provided for each of these types of Contractors' submittals are as follows:
- (a) RFIs. Interpret CDs when requested by Owner or Contractor. Requests for clarification or information shall be in writing and copies of Engineer's response will be distributed. For the purposes of fee development, Engineer assumes Contractors will submit up to 20 RFIs for each project for review/response by Engineer. Up to 60 RFIs are anticipated.
- (b) Change Order Requests and Change Orders. Review Owner- or Contractor-initiated requests for Project changes. For the purposes of fee development, Engineer assumes Contractors will submit up to 10 change order requests for each project for Engineer to review and provide responses. Of the change order requests submitted, Engineer will prepare on behalf of the Owner up to five formal change orders for each project assembled from approved change order requests (up to 15 total change orders). Change order requests' review and change order processing will involve the following:
- Review of documentation against requirements of the CDs,
 - Preparation of necessary additional documentation,
 - Evaluation of cost and scheduling,
 - Review of requests for extensions of Contract Time, if any,
 - Owner negotiation assistance for the purpose of obtaining a fair price for the additional Work from Contractors or for obtaining an equitable deduct for work removed from the Contract,
 - Submittal of an acceptance/rejection recommendation to Owner, and
 - Preparation and processing of the formal change order.
- (c) Claims. Act on claims of Owner and the Contractors relating to the acceptability of the Work or the interpretation of the requirements of the CDs. For the purposes of fee development, Engineer assumes Contractors will submit up to two claims for each project for review and response by Engineer for a total of up to six claims
- viii. Field Orders. Prepare Field Orders to incorporate changes to the Work or new work added into the CDs by Owner or Contractor. For the purposes of fee development,

Engineer will prepare up to 15 field orders for each project for implementation by Contractor for a total of up to 45 field orders.

- ix. **Contractors Pay Requests.** Review and process the Contractors' monthly payment request (also known as an application for payment), and forward to Owner, if appropriate. Engineer's review will be for the purpose of making a full independent mathematical check of the Contractors' payment request. Engineer is responsible for verifying the quantities of work completed and the amount of stored material, which are the basis of the Contractors' payment request. For the purposes of fee development, Engineer will process up to 20 pay requests for each project submitted by Contractors for a total of up to 60 pay requests.
- x. **Funding Agency Submittals.** Assist Owner in completing forms for funding agency partial payment requests and for the final payment request.
- xi. **Lien Releases.** Assist Owner in securing lien releases from the Contractors for its subcontractors, suppliers, manufacturers, etc. prior to final payment. Lien release waivers will be required when the value of the services provided, material furnished, equipment manufactured, etc. exceeds 1 percent of the Contract Amount. Owner reserves the right to require other lien releases for its convenience and protection if requested of the Contractor.
- xii. **Consent of Surety to Final Payment.** Assist Owner in applying for Surety's consent to final payment.
- xiii. **Conformed to Construction Records Drawings.** Upon completion of the Project, update Issued for Construction drawings to reflect changes made, if any, to drawing content. A unique sheet number will identify each drawing. The following will be furnished to the Owner:
 - Native drawing files in AutoCAD Civil 3D or REVIT format, as applicable,
 - Compiled and bookmarked pdf file of the Conformed-to-Construction Records drawing set,
 - Hardcopy drawing sets, and
 - A hardcopy Mylar set suitable for long-term storage and archiving.

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

- C. **Field Support Services.** Engineer and its consultant will provide field support services during periods of active construction, including those activities and services identified below.
 - i. **Construction Progress Meetings and Site Visits.** Engineer's project manager and/or project engineer will periodically visit the construction site to observe progress of the Work and to consult with the Owner and Contractors during active construction

periods. Up to six periodic site visits will be made by Engineer's offsite personnel. Engineer will observe Work progress and quality advising Owner and Contractors of problems or deficiencies observed, if any. A total of 60 in-person meetings and associated site visits for each project are included. Meetings are assumed to occur on a bi-weekly basis during active pipe installation.

- ii. Discipline-Specific Site Visits. Project design team personnel with applicable areas of responsibility will visit the site to observe construction and to confer with Owner and Contractor. Visits to the construction site will be appropriate for Work underway. Up to 6 site visits for each project by Engineer's specialty office staff are anticipated during construction for a total of up to 18 site visits.
- iii. Digital Photographic and Video Documentation. Assemble a digital photographic and video record of the Project's construction, including the following:
 - (a) Pre-construction Photographs. Take digital photographs of the construction site prior to the beginning of Work to assist in defining the original condition of existing physical features. The subject matter of photographs will include, but not be limited to, pavement, trees, ditches, fences, sidewalks, buildings, and structures, as applicable, that are located within and near (within 100 feet property lines or easements) proposed construction.
 - (b) Monthly Photographs. Engineer will provide digital photographs each month to document construction progress. Photographs will show views of construction progress and elements that will be covered by subsequent construction.
 - (c) Video Documentation. Engineer will record digital videos to document existing conditions and construction progress.
- iv. Punch List. Upon Contractors' written request for a certificate of substantial completion, inspect the construction Work and prepare a punch list of those items to be completed or corrected before final completion of the Work. Submit results of the inspection to Owner and Contractors. Engineer will conduct the 8-hour Substantial Completion inspection for each project.
- v. Final Inspection. Upon completion or correction of the items of Work on the punch list, conduct a final inspection to determine if the Work is complete. Provide a written recommendation to Owner concerning final payment, including a list of items, if any, that Contractors must complete prior to Owner making such payment. Engineer will conduct the 8-hour Final Completion inspection for each project.
- vi. Warranty Inspection. Approximately 11 months after Final Completion during the CDs' correction period complete a warranty inspection of the Work. Provide a written report to Owner of deficient items that Contractors must address in accordance with the warranty provisions of the CDs. Engineer will conduct an 8-hour warranty

inspection for each project. Inspect and re-test the cathodic protection system; prepare report documenting the results of the cathodic protection system testing.

5. **Task 5 – Construction Observation**

Engineer will furnish full-time field construction observation management, field engineering, Resident Project Representation (RPRs), and office administration during periods of active pipeline installation and trenchless construction. Full-time staffing will not be provided for easement restoration and final cleanup if these efforts are undertaken after pipe installation is complete.

RPRs will be responsible for observing, inspecting, and documenting construction of each of the projects. RPRs will be present at the Work sites during active construction.

Engineer’s construction observation field staff positions and organization are shown in Figure 2 below:

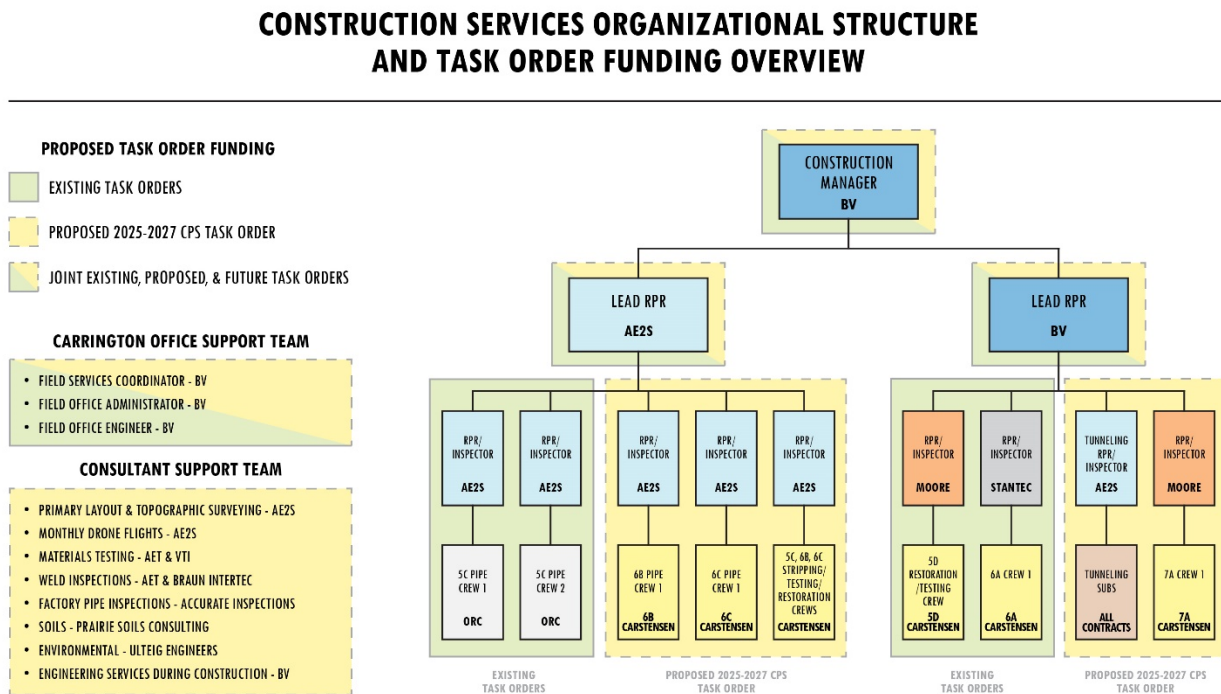


Figure 2 – Construction Observation Field Staffing and Organization

A construction schedule for completion of the work based upon the Contact Times included in the CDs was assumed for the development of Engineer’s fee. Based on the anticipated construction schedule, the RPR level of effort assumptions are:

- Pipeline Installation: To cost this scope of work and associated level of effort, it was assumed that up to 24-miles of pipeline across the three contracts will require 52 weeks of full-time RPR services for installation of the pipeline and 26 weeks of full-time RPR services for achieving Substantial Completion testing and restoration of the easement. It is further assumed that Contractor will utilize one pipeline crew per segment during each

construction season. Two lead RPRs and five supporting RPRs will be on site for both projects at 50 hours per week in May, 70 hours per week from June through October, and again 50 hours per week in November. No work is anticipated from December through April. A reduced staff (one RPR without a lead RPR per project) will provide observation during testing, ancillary systems buildout, easement restoration, and cleanup activities in 2028. These services are estimated to require 60 hours per week.

- Tunnel Shaft Construction: To cost this scope of work and associated level of effort, it is assumed that the construction and removal of tunnel shafts (working and receiving) will require 52 weeks of full-time RPR services. It is assumed that an RPR will be on site six days per week at an average of 10 hours per day for 22 weeks of each season and 50 hours per week for the preceding 4 and subsequent 4 weeks.
- Tunneling Operation: To cost this scope of work and associated level of effort, it is assumed that the tunneling operation will require 10 hours per day, six day per week RPR services for 36 weeks of trenchless work. Six trenchless crossings are included in the three projects.

Specific services performed by the RPRs will be as follows:

- A. Site Observations and Liaison with Owner and Contractors. Duties include the following:
 - i. Conduct on-site observations of the general progress of the Work to assist Engineer in determining if the Work is proceeding in accordance with the CDs.
 - ii. Serve as Engineer's liaison with the Contractors working principally through the Contractors' superintendent assisting Engineer in providing interpretations of the CDs.
 - iii. Assist Engineer in serving as Owner's liaison with the Contractors when the Contractors' operations affect Owner's or landowner's on-site operations.
 - iv. As requested by Engineer, assist in obtaining from Owner additional details or information when required at the jobsite for proper execution of the Work.
 - v. Report to Engineer giving opinions and suggestions based on the RPR's observations regarding defects or deficiencies in the Contractors' work and relating to compliance with drawings, specifications, and design concepts.
 - vi. Advise Engineer and the Contractors or their superintendent immediately of the commencement of any work requiring a submittal or sample submission if the submission has not been accepted by Engineer.
 - vii. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction related activities.
 - viii. Observe pertinent site conditions when the Contractors maintains that differing subsurface and physical conditions have been encountered, document actual site

conditions. Review and analyze Contractors' claims for differing subsurface and physical conditions.

- ix. Verify that the Contractors have contacted landowners and utilities in the general construction area and advised them of Contractors' schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with Owner's activities.
 - x. Establish and furnish the Contractors with necessary baselines and control points, which will be used as datum for the Work.
 - xi. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the CDs and accepted submittals.
 - xii. Coordinate on-site materials testing services during construction. Copies of testing results will be forwarded to Owner and Engineer for review and information.
 - xiii. Observe field tests of equipment, structures, and piping and review the resulting reports commenting to Engineer, as appropriate.
 - xiv. Outside Liaison. Accompany visiting inspectors representing public or other agencies having authority over the Project. Record the names of the inspectors and the results of the inspections and report to Engineer.
- B. Meetings, Reports, and Document Review and Maintenance. Duties include the following:
- i. Attend the preconstruction conference, and assist Engineer in explaining administrative procedures, which will be followed during construction.
 - ii. Schedule and attend monthly progress meetings, and other meetings with Owner and the Contractor, when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the Project.
 - iii. Submit to Engineer, with a copy to Owner, daily reports and periodic construction progress reports containing a summary of the Contractors' progress, general condition of the Work, problems, and resolutions or proposed resolutions to problems.
 - iv. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.
 - v. Report to Engineer regarding Work which is known to be defective, or which fails any required inspection, test, or approval, or has been damaged prior to final payment; advise Engineer whether the Work should be corrected or rejected, should be uncovered for observation, or require special testing, inspection, or approval.

- vi. Review Contractors' payment requests with the Contractors for compliance with the established procedure for their submission and forward them with recommendations to Engineer noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered to the site but not incorporated into the Work.
- vii. Record date of receipt of approved submittals and samples. Receive samples (when they are received at the site by the Contractor) and notify Engineer of their availability for examination.
- viii. During the Work, verify that specified certificates, operation and maintenance (O&M) manuals, and other data required to be assembled and furnished by the Contractors are applicable to the items installed; deliver RPR's field files to Engineer for his review and forward to Owner prior to final acceptance of the Work.
- ix. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a primary set of documents conforming to construction records will be produced.
- x. Review certificates of inspections, tests, and related approvals submitted by the Contractors as required by laws, rules, regulations, ordinances, codes, orders, or the CDs, but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the CDs. This service is limited to a review of items submitted by the Contractors and does not extend to a determination of whether the Contractors has complied with all legal requirements.
- xi. Maintain the following documents:
 - Correspondence files
 - Reports of jobsite conferences, meetings, and discussions among Engineer, Owner, and Contractor
 - Submittals, shop drawings, and samples
 - Reproductions of original CDs
 - Addenda
 - RFIs
 - RFPs
 - Change order requests
 - Change orders
 - Field orders
 - Additional drawings issued after execution of the CDs
 - Progress reports
 - Names, addresses, and telephone numbers of contractors, subcontractors, and major suppliers of material and equipment

- A diary or logbook of events observed by the RPR at the jobsite, which will remain the property of Engineer, including the following information:
 - Days the Contractors worked on the jobsite
 - Contractors' and subcontractors' personnel on jobsite
 - Construction equipment on the job site
 - Observed delays and causes
 - Weather conditions
 - Data related to claims for extras or deductions
 - Daily activities
 - Observations pertaining to the progress of the Work
 - Materials received on the jobsite

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

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

V. SPECIAL SERVICES

There are no special services included as part of this scope.

VI. DELIVERABLES

The following deliverables will be furnished under this Task Order. Documents or deliverables not included in the list below will be provided as Additional Services as authorized by the Owner. Unless noted otherwise, deliverables will be in the form of electronic pdf files.

1. Task 1 – Task Order Management and Administration
 - A. Construction services work plan, including resident project representation.
 - B. Monthly engineering invoices and progress reports
2. Task 2 – Special and Third-Party Meetings
 - A. Project information for presentation/handout during stakeholder meetings
3. Task 3 – Field and Factory Services
 - A. Webcam video access for facility projects
 - B. Aerial videos of site
 - C. Soil investigation report

- D. Manufactured pipe inspection report
 - E. Cathodic protection inspection report
4. Task 4 – Engineering Services During Construction
- A. Monthly progress reports (digital reports)
 - B. Construction Administration Support Services
 - i. Engineering staffing report
 - i. Contractors’ initial and monthly schedule update review comments
 - ii. Contractors’ schedule of payment review comments
 - iii. Contractors’ guarantees, bonds, test reports, and certificates review comments
 - iv. Submittal review comments
 - v. Review and process RFPs
 - vi. Process RFIs and prepare responses
 - vii. Review and process change order requests; prepare formal change orders
 - viii. Review and process claims
 - ix. Review and process field orders
 - x. Review and process Contractors’ pay requests
 - xi. Assist with funding agency submittal forms
 - xii. Review and process lien releases
 - xiii. Assist with securing consent of surety to final payment Prepare
 - xiv. Conformed to Construction Record Drawings (two hard copies, one Mylar copy, electronic pdf files, native drawing files (AutoCAD Civil 3D or REVIT format))
 - D. Field Support Services
 - i. Preconstruction meeting agenda (MS Outlook meeting invitations) and notes (electronic pdf files), as warranted
 - ii. Photos of progress and pre-construction (jpeg files provided on USB drive)
 - iii. Video documentation (mpg files provided on USB drive)
 - iv. Substantial Completion inspection and punch list
 - v. Final payment recommendation
 - vi. Warranty inspection report
5. Task 5 – Resident Project Representative Services
- A. Daily reports and periodic summary construction progress reports (electronic pdf files)

VII. ADDITIONAL SERVICES

The professional services listed below are not included in the scope of this Task Order nor does the fee shown in Article IX include any labor and direct expenses for items identified as Additional Services. Should Owner want to include services listed under Additional Services in Engineer’s scope

of work, an amendment to this Task Order or execution of a separate Task Order with the new work will be necessary. The following items are specifically excluded from Basic and Special Services:

1. Construction administration and resident project representation for any period exceeding the construction duration(s) specified in the CDs.
2. Observation of Contractors' efforts by the RPR undertaken on Sundays or client-observed holidays.
3. Extended overtime work schedules (efforts that exceed the budget assumptions made in this task order) as originally scheduled by Contractors at commencement of construction or subsequently implemented by Contractors with Owner concurrence to regain schedule.
4. There are no known hazardous materials or hazardous environmental site conditions along the pipeline alignment. If any hazardous conditions are encountered during pipeline installation, professional services necessary are considered additional services.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Lead landowner communication and coordination efforts with assistance provided by Engineer, as requested.
2. Coordinate with and inform regulatory and permitting agencies, as applicable, of construction initiation and progress.
3. Dig demonstration pits for professional soil classifier as noted earlier in this Task Order.

IX. FEE

The total fee for Basic Services provided under this Task Order is Seventeen Million One Hundred Twenty-Five Thousand Dollars (\$17,125,000). A worksheet showing the fee estimate and level of effort by task is included in Attachment A.

X. PERFORMANCE SCHEDULE

Basic and Special Services of this Task Order will be completed by 2028 coinciding with the completion dates of each project, provided a notice to proceed is issued to the Contractors no later than 1Q26. Warranty services must be completed prior to expiration of the Contractors' 1-year correction period.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

DRAFT

ATTACHMENT A

Fee Estimate Worksheets

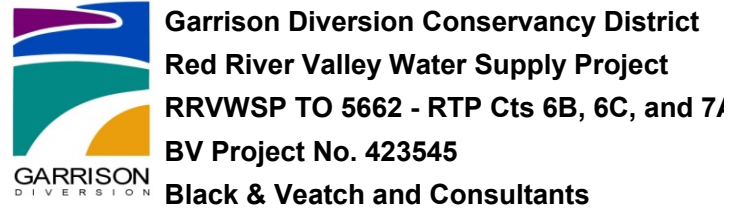
Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail		
																										BV Level of Effort (hrs)	BV Labor Cost		
IV. BASIC SERVICES																													
1		Task Order Management and Administration	168	684	216	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	236	472	224	200	90	2,290	\$549,434	
		CONTRACT 6B																											
A	BV	Task Order Setup and Work Plan Development	20	72	32																	20	40	8	8	30	230	\$59,382	
B	BV	Task Order Management																									0	\$0	
i	BV	Administer the Task Order (2t, 3d, 1p)																				72	72		64		208	\$35,352	
ii	BV	Manage Subconsultants	12	80	40																			72			204	\$53,396	
iii	BV	Assemble Engineering Progress Reports/Invoices	12	36																							120	\$25,272	
C	BV	Communication and Coordination	12	40																							52	\$17,316	
		CONTRACT 6C																											
A	BV	Task Order Setup and Work Plan Development	20	72	32																							154	\$48,022
B	BV	Task Order Management																										0	\$0
i	BV	Administer the Task Order (2t, 3d, 1p)																				72	72					144	\$20,952
ii	BV	Manage Subconsultants	12	80	40																			72	64		268	\$67,796	
iii	BV	Assemble Engineering Progress Reports/Invoices	12	36																							120	\$25,272	
C	BV	Communication and Coordination	12	40																							52	\$17,316	
		CONTRACT 7A																											
A	BV	Task Order Setup and Work Plan Development	20	72	32																							154	\$48,022
B	BV	Task Order Management																										0	\$0
i	BV	Administer the Task Order (2t, 3d, 1p)																				72	72					144	\$20,952
ii	BV	Manage Subconsultants	12	80	40																			72	64		268	\$67,796	
iii	BV	Assemble Engineering Progress Reports/Invoices	12	36																							120	\$25,272	
C	BV	Communication and Coordination	12	40																							52	\$17,316	
2		Special and Third-Party Meetings	0	18	56	0	0	0	0	0	0	0	56	0	0	0	0	0	0	0	0	0	0	0	0	0	130	\$32,482	
A	BV	State Engineer and ND State Water Commission (1)		2	4								4														10	\$2,558	
B	BV	Foster and Griggs County Commissioners (3)		2	8								8														18	\$4,450	
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)		3	8								8														19	\$4,783	
D	BV	Nothern Plains Electric Cooperative (2)		1	4								4														9	\$2,225	
E	BV	Greater Ramsey Water District (2)		1	8								8														17	\$4,117	
F	BV	Stutsman Rural Water District (2)		1	4								4														9	\$2,225	
G	BV	BEK Communications Cooperative (2)		1	4								4														9	\$2,225	
H	BV	NODAK Electric Cooperative (1)		1	2								2														5	\$1,279	
I	BV	Northern Plains Electric Cooperative (1)		1	2								2														5	\$1,279	
J	BV	MLGC Coopertown (1)		1	2								2														5	\$1,279	
K	BV	Otter Tail Power (1)		1	2								2														5	\$1,279	
L	BV	MidContinent Communications (1)		1	2								2														5	\$1,279	
M	BV	Dakota Rural Water District (1)		1	2								2														5	\$1,279	
N	BV	Dakota Central Telecommunications (2)		1	4								4														9	\$2,225	
3		Surveying, Field Testing, & Factory Insp Svcs	0	87	204	102	0	429	0	0	18	120	576	0	0	0	0	0	0	0	0	0	0	0	0	0	1,536	\$356,874	

Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
																										BV Level of Effort (hrs)	BV Labor Cost
		CONTRACT 6B																								0	\$0
A	AE2S	Field Surveying																								0	\$0
i	AE2S	Limited Topographic Surveying		1	2																					3	\$949
ii	AE2S	Location Surveys																								0	\$0
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)		1	2			8																		11	\$3,101
(b)	AE2S	As-Built Surveying		1	2			4																		7	\$2,025
B	PSC	Professional Soil Classification																								0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)		2	2			1																		5	\$1,551
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)		2	2			10																		14	\$3,972
C	AE2S	Drone-Based Video Monitoring									6															6	\$1,176
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)		4	8	2		4																		18	\$5,354
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)		2	10			20				40	40													112	\$24,566
F	AET	Independent Construction Materials Testing		8	16			32					60													116	\$26,100
G	AET	Independent Welding Verification		4	12	32		32					60													140	\$31,248
H	Ulteig	Field Delineation of Wetlands and Consultation		4	12			32					32													80	\$18,916
		CONTRACT 6C																								0	\$0
A	AE2S	Field Surveying																								0	\$0
i	AE2S	Limited Topographic Surveying		1	2																					3	\$949
ii	AE2S	Location Surveys																								0	\$0
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)		1	2			8																		11	\$3,101
(b)	AE2S	As-Built Surveying		1	2			4																		7	\$2,025
B	PSC	Professional Soil Classification																								0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)		2	2			1																		5	\$1,551
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)		2	2			10																		14	\$3,972
C	AE2S	Drone-Based Video Monitoring									6															6	\$1,176
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)		4	8	2		4																		18	\$5,354
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)		2	10			20				40	40													112	\$24,566
F	AET	Independent Construction Materials Testing		8	16			32					60													116	\$26,100
G	AET	Independent Welding Verification		4	12	32		32					60													140	\$31,248
H	Ulteig	Field Delineation of Wetlands and Consultation		4	12			32					32													80	\$18,916
		CONTRACT 7A																								0	\$0
A	AE2S	Field Surveying																								0	\$0
i	AE2S	Limited Topographic Surveying		1	2																					3	\$949
ii	AE2S	Location Surveys																								0	\$0
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)		1	2			8																		11	\$3,101
(b)	AE2S	As-Built Surveying		1	2			4																		7	\$2,025
B	PSC	Professional Soil Classification																								0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)		2	2			1																		5	\$1,551
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)		2	2			10																		14	\$3,972
C	AE2S	Drone-Based Video Monitoring									6															6	\$1,176
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)		4	8	2		4																		18	\$5,354
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)		2	10			20				40	40													112	\$24,566
F	AET	Independent Construction Materials Testing		8	16			32					60													116	\$26,100
G	AET	Independent Welding Verification		4	12	32		32					60													140	\$31,248
H	Ulteig	Field Delineation of Wetlands and Consultation		4	12			32					32													80	\$18,916
4		Engineering Services During Construction	252	1,143	1,812	0	396	0	540	1,050	840	840	0	720	72	360	0	0	0	0	288	0	72	0	0	8,385	\$2,028,855

Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
																										BV Level of Effort (hrs)	BV Labor Cost
		CONTRACT 6B																								0	\$0
A	BV	Monthly Progress Reports (24)	12	24	24																		24			84	\$22,860
B	BV	Construction Administration Support Services																								0	\$0
i	BV	Engineer's Staffing During Construction		20																						20	\$6,660
ii	BV	Contractor's Schedule																								0	\$0
(a)	BV	Initial Construction Schedule Review		4	8		16															24				52	\$11,988
(b)	BV	Monthly Construction Schedule Reviews (18)		9	18																	72				99	\$20,205
iii	BV	Contractor's Estimate of Monthly Payments		4	8																					12	\$3,796
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs			4		16																			20	\$5,536
v	BV	Submittal Reviews (100)		16	40		100		100	240	240	240		240												1,216	\$246,488
vi	BV	RFPs (4)		8	16																					24	\$7,592
vii	BV	RFIs, Change Order Requests, and Claims																								0	\$0
(a)	BV	RFIs (20)		10	40																					50	\$15,650
(b)	BV	Change Order Requests & Change Orders (10/5)	16	40	120																					176	\$55,608
(c)	BV	Claims (2)	40	120	80																					240	\$77,920
viii	BV	Field Orders (15)		8	30					30																68	\$17,784
ix	BV	Contractor Pay Requests (20)		20	20																					40	\$12,820
x	BV	Funding Agency Submittals		8																						8	\$2,664
xi	BV	Lien Releases			8																					8	\$2,464
xii	BV	Consent Of Surety to Final Payment		2	8																					10	\$3,130
xiii	BV	Conformed to Construction Records Drawings		4	16										24	120										164	\$27,668
C	BV	Field Support Services																								0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	16	72	104																					192	\$61,336
ii	BV	Discipline-Specific Site Visits (6)		6	12				80	80	40	40														258	\$57,334
iii	BV	Digital Photographic and Video Documentation																								0	\$0
(a)	BV	Pre-Construction Photographs			4																					4	\$1,232
(b)	BV	Monthly Photographs			16																					16	\$4,928
(c)	BV	Video Documentation			4																					4	\$1,232
iv	BV	Punch List		2	8																					10	\$3,130
v	BV	Final Inspection		2	8																					10	\$3,130
vi	BV	Warranty Inspection		2	8																					10	\$3,130
		CONTRACT 6C																								0	\$0
A	BV	Monthly Progress Reports (24)	12	24	24																		24			84	\$22,860
B	BV	Construction Administration Support Services																								0	\$0
i	BV	Engineer's Staffing During Construction		20																						20	\$6,660
ii	BV	Contractor's Schedule																								0	\$0
(a)	BV	Initial Construction Schedule Review		4	8		16															24				52	\$11,988
(b)	BV	Monthly Construction Schedule Reviews (28)		9	18																	72				99	\$20,205
iii	BV	Contractor's Estimate of Monthly Payments		4	8																					12	\$3,796
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs			4		16																			20	\$5,536
v	BV	Submittal Reviews (100)		16	40		100		100	240	240	240		240												1,216	\$246,488
vi	BV	RFPs (4)		8	16																					24	\$7,592
vii	BV	RFIs, Change Order Requests, and Claims																								0	\$0
(a)	BV	RFIs (20)		10	40																					50	\$15,650
(b)	BV	Change Order Requests & Change Orders (10/5)	16	40	120																					176	\$55,608
(c)	BV	Claims (2)	40	120	80																					240	\$77,920

Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
																										BV Level of Effort (hrs)	BV Labor Cost
viii	BV	Field Orders (15)		8	30					30																68	\$17,784
ix	BV	Contractor Pay Requests (20)		20	20																					40	\$12,820
x	BV	Funding Agency Submittals		8																						8	\$2,664
xi	BV	Lien Releases			8																					8	\$2,464
xii	BV	Consent Of Surety to Final Payment		2	8																					10	\$3,130
xiii	BV	Conformed to Construction Records Drawings		4	16										24	120										164	\$27,668
C	BV	Field Support Services																								0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	16	72	104																					192	\$61,336
ii	BV	Discipline-Specific Site Visits (6)		6	12				80	80	40	40														258	\$57,334
iii	BV	Digital Photographic and Video Documentation																								0	\$0
(a)	BV	Pre-Construction Photographs			4																					4	\$1,232
(b)	BV	Monthly Photographs			16																					16	\$4,928
(c)	BV	Video Documentation			4																					4	\$1,232
iv	BV	Punch List		2	8																					10	\$3,130
v	BV	Final Inspection		2	8																					10	\$3,130
vi	BV	Warranty Inspection		2	8																					10	\$3,130
		CONTRACT 7A																								0	\$0
A	BV	Monthly Progress Reports (24)	12	24	24																		24			84	\$22,860
B	BV	Construction Administration Support Services																								0	\$0
i	BV	Engineer's Staffing During Construction		20																						20	\$6,660
ii	BV	Contractor's Schedule																								0	\$0
(a)	BV	Initial Construction Schedule Review		4	8		16															24				52	\$11,988
(b)	BV	Monthly Construction Schedule Reviews (28)		9	18																	72				99	\$20,205
iii	BV	Contractor's Estimate of Monthly Payments		4	8																					12	\$3,796
iv	BV	Contractor's Guar, Bonds, Test Reports, and Certs			4		16																			20	\$5,536
v	BV	Submittal Reviews (100)		16	40		100		100	240	240	240		240												1,216	\$246,488
vi	BV	RFPs (4)		8	16																					24	\$7,592
vii	BV	RFPs, Change Order Requests, and Claims																								0	\$0
(a)	BV	RFPs (20)		10	40																					50	\$15,650
(b)	BV	Change Order Requests & Change Orders (10/5)	16	40	120																					176	\$55,608
(c)	BV	Claims (2)	40	120	80																					240	\$77,920
viii	BV	Field Orders (15)		8	30					30																68	\$17,784
ix	BV	Contractor Pay Requests (40)		20	20																					40	\$12,820
x	BV	Funding Agency Submittals		8																						8	\$2,664
xi	BV	Lien Releases			8																					8	\$2,464
xii	BV	Consent Of Surety to Final Payment		2	8																					10	\$3,130
xiii	BV	Conformed to Construction Records Drawings		4	16										24	120										164	\$27,668
C	BV	Field Support Services																								0	\$0
i	BV	Const Progress Meetings and Site Visits (60; 6 visits)	16	72	104																					192	\$61,336
ii	BV	Discipline-Specific Site Visits (6)		6	12				80	80	40	40														258	\$57,334
iii	BV	Digital Photographic and Video Documentation																								0	\$0
(a)	BV	Pre-Construction Photographs			4																					4	\$1,232
(b)	BV	Monthly Photographs			16																					16	\$4,928
(c)	BV	Video Documentation			4																					4	\$1,232
iv	BV	Punch List		2	8																					10	\$3,130
v	BV	Final Inspection		2	8																					10	\$3,130

Task	Lead Firm	Position	P	PMS	EM	TE	DES	DES	DE1	DE2	DE3	DE4	SE1	SE2	CAD1	CAD2	CM1	CM2	RPR2	COS1	PJC2	PA1	ADM1	SE	QC2	Labor Detail	Labor Detail
																										BV Level of Effort (hrs)	BV Labor Cost
vi	BV	Warranty Inspection		2	8																					10	\$3,130
5		Construction Observation	40	40	40	0	0	0	0	0	2,770	0	2,730	0	0	0	590	6,050	4,960	4,370	0	0	0	0	0	21,590	\$4,507,940
		OVERALL																								0	\$0
A	BV	Construction Field Staff (36 months; shared w/ other TOs)									2,730		2,730				550	6,010	4,920	4,370						21,310	\$4,430,260
B	BV	Construction Summit	40	40	40						40						40	40	40							280	\$77,680
		CONTRACT 6B																								0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								0	\$0
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)																								0	\$0
C	BV	Meetings, Rts, & Doc Review and Maintenance																								0	\$0
D	BV	Assistance in Certification of Substantial Completion																								0	\$0
		CONTRACT 6C																								0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								0	\$0
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)																								0	\$0
C	BV	Meetings, Rts, & Doc Review and Maintenance																								0	\$0
D	BV	Assistance in Certification of Substantial Completion																								0	\$0
		CONTRACT 7A																								0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)																								0	\$0
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)																								0	\$0
C	BV	Meetings, Rts, & Doc Review and Maintenance																								0	\$0
D	BV	Assistance in Certification of Substantial Completion																								0	\$0
Totals For Basic Services			460	1,972	2,328	102	396	429	540	1,050	3,628	960	3,362	720	72	360	590	6,050	4,960	4,370	524	472	296	200	90	33,931	\$7,475,585
PROJECT TOTALS			460	1,972	2,328	102	396	429	540	1,050	3,628	960	3,362	720	72	360	590	6,050	4,960	4,370	524	472	296	200	90	33,931	\$7,475,585



Task	Lead Firm	Position	Task Description	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
				Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																					
1			Task Order Management and Administration	\$20,976	\$16,041	\$1,500	524	\$123,120	\$6,159	0	\$0	\$0	0	\$0	\$0	\$11,400	\$179,196	2,290	\$549,434	\$179,196	\$728,630
			CONTRACT 6B	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV		Task Order Setup and Work Plan Development	\$2,107	\$6,041	\$500	53	\$11,895	\$595	0	\$0	\$0		\$0	\$0		\$21,138	230	\$59,382	\$21,138	\$80,520
B	BV		Task Order Management	\$0			102	\$25,794	\$1,290	0	\$0	\$0		\$0	\$0		\$27,084	0	\$0	\$27,084	\$27,084
i	BV		Administer the Task Order (2t, 3d, 1p)	\$1,905			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$3,800	\$5,705	208	\$35,352	\$5,705	\$41,057
ii	BV		Manage Subconsultants	\$1,869			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,869	204	\$53,396	\$1,869	\$55,265
iii	BV		Assemble Engineering Progress Reports/Invoices	\$1,099			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,099	120	\$25,272	\$1,099	\$26,371
C	BV		Communication and Coordination	\$476			20	\$3,352	\$168	0	\$0	\$0		\$0	\$0		\$3,996	52	\$17,316	\$3,996	\$21,312
			CONTRACT 6C	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV		Task Order Setup and Work Plan Development	\$1,411	\$5,000	\$500	53	\$11,895	\$595	0	\$0	\$0		\$0	\$0		\$19,401	154	\$48,022	\$19,401	\$67,423
B	BV		Task Order Management	\$0			102	\$25,794	\$1,290	0	\$0	\$0		\$0	\$0		\$27,084	0	\$0	\$27,084	\$27,084
i	BV		Administer the Task Order (2t, 3d, 1p)	\$1,319			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$3,800	\$5,119	144	\$20,952	\$5,119	\$26,071
ii	BV		Manage Subconsultants	\$2,455			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,455	268	\$67,796	\$2,455	\$70,251
iii	BV		Assemble Engineering Progress Reports/Invoices	\$1,099			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,099	120	\$25,272	\$1,099	\$26,371
C	BV		Communication and Coordination	\$476			20	\$3,352	\$168	0	\$0	\$0		\$0	\$0		\$3,996	52	\$17,316	\$3,996	\$21,312
			CONTRACT 7A	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV		Task Order Setup and Work Plan Development	\$1,411	\$5,000	\$500	53	\$11,895	\$595	0	\$0	\$0		\$0	\$0		\$19,401	154	\$48,022	\$19,401	\$67,423
B	BV		Task Order Management	\$0			102	\$25,794	\$1,290	0	\$0	\$0		\$0	\$0		\$27,084	0	\$0	\$27,084	\$27,084
i	BV		Administer the Task Order (2t, 3d, 1p)	\$1,319			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$3,800	\$5,119	144	\$20,952	\$5,119	\$26,071
ii	BV		Manage Subconsultants	\$2,455			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,455	268	\$67,796	\$2,455	\$70,251
iii	BV		Assemble Engineering Progress Reports/Invoices	\$1,099			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,099	120	\$25,272	\$1,099	\$26,371
C	BV		Communication and Coordination	\$476			20	\$3,352	\$168	0	\$0	\$0		\$0	\$0		\$3,996	52	\$17,316	\$3,996	\$21,312
2			Special and Third-Party Meetings	\$1,191	\$0	\$1,200	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0	\$2,391	130	\$32,482	\$2,391	\$34,873
A	BV		State Engineer and ND State Water Commission (1)	\$92		\$100	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$192	10	\$2,558	\$192	\$2,750
B	BV		Foster and Griggs County Commissioners (3)	\$165		\$300	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$465	18	\$4,450	\$465	\$4,915
C	BV		Eastman, Sutton, Revere, and Ball Hill Townships (4)	\$174		\$200	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$374	19	\$4,783	\$374	\$5,157
D	BV		Nothern Plains Electric Cooperative (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
E	BV		Greater Ramsey Water District (2)	\$156		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$206	17	\$4,117	\$206	\$4,323
F	BV		Stutsman Rural Water District (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
G	BV		BEK Communications Cooperative (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
H	BV		NODAK Electric Cooperative (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
I	BV		Nothern Plains Electric Cooperative (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
J	BV		MLGC Coopertown (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
K	BV		Otter Tail Power (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
L	BV		MidContinent Communications (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
M	BV		Dakota Rural Water District (1)	\$46		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$96	5	\$1,279	\$96	\$1,375
N	BV		Dakota Central Telecommunications (2)	\$82		\$50	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$132	9	\$2,225	\$132	\$2,357
3			Surveying, Field Testing, & Factory Insp Svcs	\$14,070	\$0	\$0	5,028	\$1,117,201	\$55,860	0	\$0	\$0	8,517	\$1,320,000	\$66,000	\$24,600	\$2,597,731	\$1,536	\$356,874	\$2,597,731	\$2,954,605

Task	Lead Firm	Position	Task Description	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
				Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
			CONTRACT 6B	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	AE2S		Field Surveying	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	AE2S		Limited Topographic Surveying	\$27			264	\$64,445	\$3,222	0	\$0	\$0		\$0	\$0		\$67,694	3	\$949	\$67,694	\$68,643
ii	AE2S		Location Surveys	\$0			1,292	\$281,844	\$14,092	0	\$0	\$0		\$0	\$0		\$295,936	0	\$0	\$295,936	\$295,936
(a)	AE2S		Layout Surveying (52 weeks of pipeline construction)	\$101			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$101	11	\$3,101	\$101	\$3,202
(b)	AE2S		As-Built Surveying	\$64			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$64	7	\$2,025	\$64	\$2,089
B	PSC		Professional Soil Classification	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	PSC		Conduct Soil Identification Training (2 sessions)	\$46			0	\$0	\$0	0	\$0	\$0	143	\$25,000	\$1,250		\$26,296	5	\$1,551	\$26,296	\$27,847
ii	PSC		Complete Periodic Inspections & QC Reviews (monthly)	\$128			0	\$0	\$0	0	\$0	\$0	286	\$50,000	\$2,500		\$52,628	14	\$3,972	\$52,628	\$56,600
C	AE2S		Drone-Based Video Monitoring	\$55			120	\$26,111	\$1,306	0	\$0	\$0		\$0	\$0		\$27,472	6	\$1,176	\$27,472	\$28,648
D	Accurate		Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$165			0	\$0	\$0	0	\$0	\$0	600	\$90,000	\$4,500	\$3,000	\$97,665	18	\$5,354	\$97,665	\$103,019
E	BV		Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$1,026			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$5,200	\$6,226	112	\$24,566	\$6,226	\$30,792
F	AET		Independent Construction Materials Testing	\$1,063			0	\$0	\$0	0	\$0	\$0	1,267	\$190,000	\$9,500		\$200,563	116	\$26,100	\$200,563	\$226,663
G	AET		Independent Welding Verification	\$1,282			0	\$0	\$0	0	\$0	\$0	400	\$60,000	\$3,000		\$64,282	140	\$31,248	\$64,282	\$95,530
H	Ulteig		Field Delineation of Wetlands and Consultation	\$733			264	\$64,445	\$3,222	0	\$0	\$0	143	\$25,000	\$1,250		\$94,650	80	\$18,916	\$94,650	\$113,566
			CONTRACT 6C	\$0			1,292	\$281,844	\$14,092	0	\$0	\$0	0	\$0	\$0		\$295,936	0	\$0	\$295,936	\$295,936
A	AE2S		Field Surveying	\$0			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
i	AE2S		Limited Topographic Surveying	\$27			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$27	3	\$949	\$27	\$976
ii	AE2S		Location Surveys	\$0			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	AE2S		Layout Surveying (52 weeks of pipeline construction)	\$101			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$101	11	\$3,101	\$101	\$3,202
(b)	AE2S		As-Built Surveying	\$64			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$64	7	\$2,025	\$64	\$2,089
B	PSC		Professional Soil Classification	\$0			120	\$26,111	\$1,306	0	\$0	\$0	0	\$0	\$0		\$27,417	0	\$0	\$27,417	\$27,417
i	PSC		Conduct Soil Identification Training (2 sessions)	\$46			0	\$0	\$0	0	\$0	\$0	143	\$25,000	\$1,250		\$26,296	5	\$1,551	\$26,296	\$27,847
ii	PSC		Complete Periodic Inspections & QC Reviews (monthly)	\$128			0	\$0	\$0	0	\$0	\$0	286	\$50,000	\$2,500		\$52,628	14	\$3,972	\$52,628	\$56,600
C	AE2S		Drone-Based Video Monitoring	\$55			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$55	6	\$1,176	\$55	\$1,231
D	Accurate		Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$165			0	\$0	\$0	0	\$0	\$0	600	\$90,000	\$4,500	\$3,000	\$97,665	18	\$5,354	\$97,665	\$103,019
E	BV		Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$1,026			264	\$64,445	\$3,222	0	\$0	\$0		\$0	\$0	\$5,200	\$73,893	112	\$24,566	\$73,893	\$98,459
F	AET		Independent Construction Materials Testing	\$1,063			1,292	\$281,844	\$14,092	0	\$0	\$0	1,267	\$190,000	\$9,500		\$496,499	116	\$26,100	\$496,499	\$522,599
G	AET		Independent Welding Verification	\$1,282			0	\$0	\$0	0	\$0	\$0	400	\$60,000	\$3,000		\$64,282	140	\$31,248	\$64,282	\$95,530
H	Ulteig		Field Delineation of Wetlands and Consultation	\$733			0	\$0	\$0	0	\$0	\$0	143	\$25,000	\$1,250		\$26,983	80	\$18,916	\$26,983	\$45,899
			CONTRACT 7A	\$0			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
A	AE2S		Field Surveying	\$0			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
i	AE2S		Limited Topographic Surveying	\$27			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$27	3	\$949	\$27	\$976
ii	AE2S		Location Surveys	\$0			120	\$26,111	\$1,306	0	\$0	\$0	0	\$0	\$0		\$27,417	0	\$0	\$27,417	\$27,417
(a)	AE2S		Layout Surveying (52 weeks of pipeline construction)	\$101			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$101	11	\$3,101	\$101	\$3,202
(b)	AE2S		As-Built Surveying	\$64			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$64	7	\$2,025	\$64	\$2,089
B	PSC		Professional Soil Classification	\$0			0	\$0	\$0	0	\$0	\$0	0	\$0	\$0		\$0	0	\$0	\$0	\$0
i	PSC		Conduct Soil Identification Training (2 sessions)	\$46			0	\$0	\$0	0	\$0	\$0	143	\$25,000	\$1,250		\$26,296	5	\$1,551	\$26,296	\$27,847
ii	PSC		Complete Periodic Inspections & QC Reviews (monthly)	\$128			0	\$0	\$0	0	\$0	\$0	286	\$50,000	\$2,500		\$52,628	14	\$3,972	\$52,628	\$56,600
C	AE2S		Drone-Based Video Monitoring	\$55			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$55	6	\$1,176	\$55	\$1,231
D	Accurate		Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$165			0	\$0	\$0	0	\$0	\$0	600	\$90,000	\$4,500	\$3,000	\$97,665	18	\$5,354	\$97,665	\$103,019
E	BV		Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$1,026			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$5,200	\$6,226	112	\$24,566	\$6,226	\$30,792
F	AET		Independent Construction Materials Testing	\$1,063			0	\$0	\$0	0	\$0	\$0	1,267	\$190,000	\$9,500		\$200,563	116	\$26,100	\$200,563	\$226,663
G	AET		Independent Welding Verification	\$1,282			0	\$0	\$0	0	\$0	\$0	400	\$60,000	\$3,000		\$64,282	140	\$31,248	\$64,282	\$95,530
H	Ulteig		Field Delineation of Wetlands and Consultation	\$733			0	\$0	\$0	0	\$0	\$0	143	\$25,000	\$1,250		\$26,983	80	\$18,916	\$26,983	\$45,899
4			Engineering Services During Construction	\$76,809	\$0	\$3,000	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$86,400	\$166,209	8,385	\$2,028,855	\$166,209	\$2,195,064

Task	Lead Firm	Position	Task Description	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
				Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
			CONTRACT 6B	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV		Monthly Progress Reports (24)	\$769			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$769	84	\$22,860	\$769	\$23,629
B	BV		Construction Administration Support Services	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	BV		Engineer's Staffing During Construction	\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$183	20	\$6,660	\$183	\$6,843
ii	BV		Contractor's Schedule	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		Initial Construction Schedule Review	\$476			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$476	52	\$11,988	\$476	\$12,464
(b)	BV		Monthly Construction Schedule Reviews (18)	\$907			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$907	99	\$20,205	\$907	\$21,112
iii	BV		Contractor's Estimate of Monthly Payments	\$110			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$110	12	\$3,796	\$110	\$3,906
iv	BV		Contractor's Guar, Bonds, Test Reports, and Certs	\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$183	20	\$5,536	\$183	\$5,719
v	BV		Submittal Reviews (100)	\$11,139			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$11,139	1,216	\$246,488	\$11,139	\$257,627
vi	BV		RFPs (4)	\$220			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$220	24	\$7,592	\$220	\$7,812
vii	BV		RFIs, Change Order Requests, and Claims	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		RFIs (20)	\$458			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$458	50	\$15,650	\$458	\$16,108
(b)	BV		Change Order Requests & Change Orders (10/5)	\$1,612			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,612	176	\$55,608	\$1,612	\$57,220
(c)	BV		Claims (2)	\$2,198			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,198	240	\$77,920	\$2,198	\$80,118
viii	BV		Field Orders (15)	\$623			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$623	68	\$17,784	\$623	\$18,407
ix	BV		Contractor Pay Requests (20)	\$366			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$366	40	\$12,820	\$366	\$13,186
x	BV		Funding Agency Submittals	\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$73	8	\$2,664	\$73	\$2,737
xi	BV		Lien Releases	\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$73	8	\$2,464	\$73	\$2,537
xii	BV		Consent Of Surety to Final Payment	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
xiii	BV		Conformed to Construction Records Drawings	\$1,502		\$1,000	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,502	164	\$27,668	\$2,502	\$30,170
C	BV		Field Support Services	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	BV		Const Progress Meetings and Site Visits (60; 6 visits)	\$1,759			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$13,200	\$14,959	192	\$61,336	\$14,959	\$76,295
ii	BV		Discipline-Specific Site Visits (6)	\$2,363			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$15,600	\$17,963	258	\$57,334	\$17,963	\$75,297
iii	BV		Digital Photographic and Video Documentation	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		Pre-Construction Photographs	\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$37	4	\$1,232	\$37	\$1,269
(b)	BV		Monthly Photographs	\$147			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$147	16	\$4,928	\$147	\$5,075
(c)	BV		Video Documentation	\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$37	4	\$1,232	\$37	\$1,269
iv	BV		Punch List	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
v	BV		Final Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
vi	BV		Warranty Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
			CONTRACT 6C	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV		Monthly Progress Reports (24)	\$769			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$769	84	\$22,860	\$769	\$23,629
B	BV		Construction Administration Support Services	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	BV		Engineer's Staffing During Construction	\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$183	20	\$6,660	\$183	\$6,843
ii	BV		Contractor's Schedule	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		Initial Construction Schedule Review	\$476			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$476	52	\$11,988	\$476	\$12,464
(b)	BV		Monthly Construction Schedule Reviews (28)	\$907			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$907	99	\$20,205	\$907	\$21,112
iii	BV		Contractor's Estimate of Monthly Payments	\$110			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$110	12	\$3,796	\$110	\$3,906
iv	BV		Contractor's Guar, Bonds, Test Reports, and Certs	\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$183	20	\$5,536	\$183	\$5,719
v	BV		Submittal Reviews (100)	\$11,139			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$11,139	1,216	\$246,488	\$11,139	\$257,627
vi	BV		RFPs (4)	\$220			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$220	24	\$7,592	\$220	\$7,812
vii	BV		RFIs, Change Order Requests, and Claims	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		RFIs (20)	\$458			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$458	50	\$15,650	\$458	\$16,108
(b)	BV		Change Order Requests & Change Orders (10/5)	\$1,612			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,612	176	\$55,608	\$1,612	\$57,220
(c)	BV		Claims (2)	\$2,198			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,198	240	\$77,920	\$2,198	\$80,118

Task	Lead Firm	Position	Task Description	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
				Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
viii	BV		Field Orders (15)	\$623			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$623	68	\$17,784	\$623	\$18,407
ix	BV		Contractor Pay Requests (20)	\$366			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$366	40	\$12,820	\$366	\$13,186
x	BV		Funding Agency Submittals	\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$73	8	\$2,664	\$73	\$2,737
xi	BV		Lien Releases	\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$73	8	\$2,464	\$73	\$2,537
xii	BV		Consent Of Surety to Final Payment	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
xiii	BV		Conformed to Construction Records Drawings	\$1,502		\$1,000	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,502	164	\$27,668	\$2,502	\$30,170
C	BV		Field Support Services	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	BV		Const Progress Meetings and Site Visits (60; 6 visits)	\$1,759			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$13,200	\$14,959	192	\$61,336	\$14,959	\$76,295
ii	BV		Discipline-Specific Site Visits (6)	\$2,363			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$15,600	\$17,963	258	\$57,334	\$17,963	\$75,297
iii	BV		Digital Photographic and Video Documentation	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		Pre-Construction Photographs	\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$37	4	\$1,232	\$37	\$1,269
(b)	BV		Monthly Photographs	\$147			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$147	16	\$4,928	\$147	\$5,075
(c)	BV		Video Documentation	\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$37	4	\$1,232	\$37	\$1,269
iv	BV		Punch List	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
v	BV		Final Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
vi	BV		Warranty Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
			CONTRACT 7A	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV		Monthly Progress Reports (24)	\$769			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$769	84	\$22,860	\$769	\$23,629
B	BV		Construction Administration Support Services	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	BV		Engineer's Staffing During Construction	\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$183	20	\$6,660	\$183	\$6,843
ii	BV		Contractor's Schedule	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		Initial Construction Schedule Review	\$476			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$476	52	\$11,988	\$476	\$12,464
(b)	BV		Monthly Construction Schedule Reviews (28)	\$907			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$907	99	\$20,205	\$907	\$21,112
iii	BV		Contractor's Estimate of Monthly Payments	\$110			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$110	12	\$3,796	\$110	\$3,906
iv	BV		Contractor's Guar, Bonds, Test Reports, and Certs	\$183			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$183	20	\$5,536	\$183	\$5,719
v	BV		Submittal Reviews (100)	\$11,139			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$11,139	1,216	\$246,488	\$11,139	\$257,627
vi	BV		RFPs (4)	\$220			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$220	24	\$7,592	\$220	\$7,812
vii	BV		RFIs, Change Order Requests, and Claims	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		RFIs (20)	\$458			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$458	50	\$15,650	\$458	\$16,108
(b)	BV		Change Order Requests & Change Orders (10/5)	\$1,612			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$1,612	176	\$55,608	\$1,612	\$57,220
(c)	BV		Claims (2)	\$2,198			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,198	240	\$77,920	\$2,198	\$80,118
viii	BV		Field Orders (15)	\$623			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$623	68	\$17,784	\$623	\$18,407
ix	BV		Contractor Pay Requests (40)	\$366			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$366	40	\$12,820	\$366	\$13,186
x	BV		Funding Agency Submittals	\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$73	8	\$2,664	\$73	\$2,737
xi	BV		Lien Releases	\$73			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$73	8	\$2,464	\$73	\$2,537
xii	BV		Consent Of Surety to Final Payment	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
xiii	BV		Conformed to Construction Records Drawings	\$1,502		\$1,000	0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$2,502	164	\$27,668	\$2,502	\$30,170
C	BV		Field Support Services	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
i	BV		Const Progress Meetings and Site Visits (60; 6 visits)	\$1,759			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$13,200	\$14,959	192	\$61,336	\$14,959	\$76,295
ii	BV		Discipline-Specific Site Visits (6)	\$2,363			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$15,600	\$17,963	258	\$57,334	\$17,963	\$75,297
iii	BV		Digital Photographic and Video Documentation	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
(a)	BV		Pre-Construction Photographs	\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$37	4	\$1,232	\$37	\$1,269
(b)	BV		Monthly Photographs	\$147			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$147	16	\$4,928	\$147	\$5,075
(c)	BV		Video Documentation	\$37			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$37	4	\$1,232	\$37	\$1,269
iv	BV		Punch List	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
v	BV		Final Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222

Task	Lead Firm	Position	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Sub Consult	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
																	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
		Task Description	Hobacca	Misc	Copies	AE2S Hours	AE2S Sub Costs	AE2S Sub Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup	Sub 3 Hours	Sub 3 Costs	Sub 3 Markup	Travel Expense	Total Direct Expense				
vi	BV	Warranty Inspection	\$92			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$92	10	\$3,130	\$92	\$3,222
5		Construction Observation	\$197,765	\$204,000	\$0	21,256	\$4,656,387	\$232,819	5,740	\$1,175,540	\$58,777	0	\$0	\$0	\$178,600	\$6,703,888	21,590	\$4,507,940	\$6,703,888	\$11,211,828
		OVERALL	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Construction Field Staff (36 months; shared w/ other TOs)	\$195,200	\$204,000		0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$152,000	\$551,200	21,310	\$4,430,260	\$551,200	\$4,981,460
B	BV	Construction Summit	\$2,565			0	\$0	\$0	0	\$0	\$0		\$0	\$0	\$26,600	\$29,165	280	\$77,680	\$29,165	\$106,845
		CONTRACT 6B	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0			8,900	\$1,916,098	\$95,805	0	\$0	\$0		\$0	\$0		\$2,011,903	0	\$0	\$2,011,903	\$2,011,903
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$0			1,152	\$277,403	\$13,870	0	\$0	\$0		\$0	\$0		\$291,273	0	\$0	\$291,273	\$291,273
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
		CONTRACT 6C	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0			8,900	\$1,916,098	\$95,805	0	\$0	\$0		\$0	\$0		\$2,011,903	0	\$0	\$2,011,903	\$2,011,903
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$0			1,152	\$277,403	\$13,870	0	\$0	\$0		\$0	\$0		\$291,273	0	\$0	\$291,273	\$291,273
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
		CONTRACT 7A	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0			0	\$0	\$0	5,740	\$1,175,540	\$58,777		\$0	\$0		\$1,234,317	0	\$0	\$1,234,317	\$1,234,317
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$0			1,152	\$269,384	\$13,469	0	\$0	\$0		\$0	\$0		\$282,853	0	\$0	\$282,853	\$282,853
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0			0	\$0	\$0	0	\$0	\$0		\$0	\$0		\$0	0	\$0	\$0	\$0
Totals For Basic Services			\$310,811	\$220,041	\$5,700	26,808	\$5,896,708	\$294,838	5,740	\$1,175,540	\$58,777	8,517	\$1,320,000	\$66,000	\$301,000	\$9,649,415	33,931	\$7,475,585	\$9,649,415	\$17,125,000
PROJECT TOTALS			\$310,811	\$220,041	\$5,700	26,808	\$5,896,708	\$294,838	5,740	\$1,175,540	\$58,777	8,517	\$1,320,000	\$66,000	\$301,000	\$9,649,415	33,931	\$7,475,585	\$9,649,415	\$17,125,000



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
RRVWSP TO 5662 - RTP Cts 6B, 6C, and 7A CPS
BV Project No. 423545
AE2S

Task	Lead Firm	Position	PMVI	PMV	ENGI	GISII	GISI	PMIII	LS2	LSIII	CSIII	CSII	CSI	CSIII	COMIII	ADMIII	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	TOTAL	TOTAL	
			PIC	Project Manager	Engineer II	GISIII	GISI	Senior Surveyor	Surveyor 2	Surveyor 3	Lead RPR	Pipeline RPR	Pipeline RPR	Tunnel RPR	Comm Spec	Administrative	AE2S Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost
IV. BASIC SERVICES																								
1		Task Order Management and Administration	26	102	0	0	0	204	0	0	0	0	0	0	60	132	524	\$123,120	\$0	\$0	\$0	\$0	524	\$123,120
		CONTRACT 6B															0	\$0				\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895				\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794				\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0				\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0				\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0				\$0	0	\$0
C	BV	Communication and Coordination													20		20	\$3,352				\$0	20	\$3,352
		CONTRACT 6C															0	\$0				\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895				\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794				\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0				\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0				\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0				\$0	0	\$0
C	BV	Communication and Coordination													20		20	\$3,352				\$0	20	\$3,352
		CONTRACT 7A															0	\$0				\$0	0	\$0
A	BV	Task Order Setup and Work Plan Development	3	10				20								20	53	\$11,895				\$0	53	\$11,895
B	BV	Task Order Management	6	24				48								24	102	\$25,794				\$0	102	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)															0	\$0				\$0	0	\$0
ii	BV	Manage Subconsultants															0	\$0				\$0	0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices															0	\$0				\$0	0	\$0
C	BV	Communication and Coordination													20		20	\$3,352				\$0	20	\$3,352
2		Special and Third-Party Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0
A	BV	State Engineer and ND State Water Commission (1)															0	\$0				\$0	0	\$0
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)															0	\$0				\$0	0	\$0
D	BV	Nothern Plains Electric Cooperative (2)															0	\$0				\$0	0	\$0
E	BV	Greater Ramsey Water District (2)															0	\$0				\$0	0	\$0
F	BV	Stutsman Rural Water District (2)															0	\$0				\$0	0	\$0
G	BV	BEK Communications Cooperative (2)															0	\$0				\$0	0	\$0
H	BV	NODAK Electric Cooperative (1)															0	\$0				\$0	0	\$0
I	BV	Northern Plains Electric Cooperative (1)															0	\$0				\$0	0	\$0
J	BV	MLGC Coopertown (1)															0	\$0				\$0	0	\$0
K	BV	Otter Tail Power (1)															0	\$0				\$0	0	\$0
L	BV	MidContinent Communications (1)															0	\$0				\$0	0	\$0
M	BV	Dakota Rural Water District (1)															0	\$0				\$0	0	\$0
N	BV	Dakota Central Telecommunications (2)															0	\$0				\$0	0	\$0
3		Surveying, Field Testing, & Factory Insp Svcs	0	180	0	120	540	612	1,656	1,560	0	0	0	0	360	0	5,028	\$941,986	\$75,600	\$25,995	\$73,620	\$175,215	5,028	\$941,986
0	0	CONTRACT 6B															0	\$0				\$0	0	\$0
A	AE2S	Field Surveying															0	\$0				\$0	0	\$0
i	AE2S	Limited Topographic Surveying						24	120	120							264	\$48,699	\$7,200	\$2,786	\$5,760	\$15,746	264	\$48,699
ii	AE2S	Location Surveys		60		40	180	180	432	400							1,292	\$245,185	\$13,500	\$5,879	\$17,280	\$36,659	1,292	\$245,185
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)															0	\$0				\$0	0	\$0
(b)	AE2S	As-Built Surveying															0	\$0				\$0	0	\$0
B	PSC	Professional Soil Classification															0	\$0				\$0	0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)															0	\$0				\$0	0	\$0
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)															0	\$0				\$0	0	\$0

Task	Lead Firm	Position	PMVI	PMV	ENGI	GISII	GISI	PMIII	LS2	LSIII	CSIII	CSII	CSI	CSIII	COMIII	ADMI	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	TOTAL	TOTAL	
			PIC	Project Manager	Engineer II	GISIII	GISI	Senior Surveyor	Surveyor 2	Surveyor 3	Lead RPR	Pipeline RPR	Pipeline RPR	Tunnel RPR	Comm Spec	Administrative	AE2S Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense	AE2S Level of Effort (hrs)	AE2S Labor Cost
C	AE2S	Drone-Based Video Monitoring													120		120	\$20,111	\$4,500	\$1,500	\$6,000	120	\$20,111	
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)															0	\$0			\$0	0	\$0	
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)															0	\$0			\$0	0	\$0	
F	AET	CONTRACT 6C															0	\$0			\$0	0	\$0	
G	AET	Field Surveying															0	\$0			\$0			
H	Ulteig	Limited Topographic Surveying						24	120	120							264	\$48,699	\$7,200	\$2,786	\$5,760	\$15,746	264	\$48,699
O	0	Location Surveys		60		40	180	180	432	400							1,292	\$245,185	\$13,500	\$5,879	\$17,280	\$36,659	1,292	\$245,185
A	AE2S	Layout Surveying (52 weeks of pipeline construction)															0	\$0			\$0	0	\$0	
i	AE2S	As-Built Surveying															0	\$0			\$0	0	\$0	
ii	AE2S	Professional Soil Classification															0	\$0			\$0	0	\$0	
(a)	AE2S	Conduct Soil Identification Training (2 sessions)															0	\$0			\$0	0	\$0	
(b)	AE2S	Complete Periodic Inspections & QC Reviews (monthly)															0	\$0			\$0	0	\$0	
B	PSC	Drone-Based Video Monitoring													120		120	\$20,111	\$4,500	\$1,500	\$6,000	120	\$20,111	
i	PSC	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)															0	\$0			\$0	0	\$0	
ii	PSC	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)															0	\$0			\$0	0	\$0	
C	AE2S	CONTRACT 7A															0	\$0			\$0	0	\$0	
D	Accurate	Field Surveying															0	\$0			\$0	0	\$0	
E	BV	Limited Topographic Surveying						24	120	120							264	\$48,699	\$7,200	\$2,786	\$5,760	\$15,746	264	\$48,699
F	AET	Location Surveys		60		40	180	180	432	400							1,292	\$245,185	\$13,500	\$5,879	\$17,280	\$36,659	1,292	\$245,185
G	AET	Layout Surveying (52 weeks of pipeline construction)															0	\$0			\$0	0	\$0	
H	Ulteig	As-Built Surveying															0	\$0			\$0	0	\$0	
O	0	Professional Soil Classification															0	\$0			\$0	0	\$0	
A	AE2S	Conduct Soil Identification Training (2 sessions)															0	\$0			\$0	0	\$0	
i	AE2S	Complete Periodic Inspections & QC Reviews (monthly)															0	\$0			\$0	0	\$0	
ii	AE2S	Drone-Based Video Monitoring													120		120	\$20,111	\$4,500	\$1,500	\$6,000	120	\$20,111	
(a)	AE2S	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)															0	\$0			\$0	0	\$0	
(b)	AE2S	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)															0	\$0			\$0	0	\$0	
B	PSC	Independent Construction Materials Testing															0	\$0			\$0	0	\$0	
i	PSC	Independent Welding Verification															0	\$0			\$0	0	\$0	
ii	PSC	Field Delineation of Wetlands and Consultation															0	\$0			\$0	0	\$0	
5		Construction Observation	0	72	160	0	0	0	0	0	4,320	9,792	3,456	3,456	0	0	21,256	\$4,015,747	\$303,320	\$275,720	\$61,600	\$640,640	21,256	\$4,015,747
		OVERALL															0	\$0			\$0	0	\$0	
A	BV	Construction Field Staff (36 months; shared w/ other TOs)															0	\$0			\$0	0	\$0	
B	BV	Construction Summit															0	\$0			\$0	0	\$0	
		CONTRACT 6B															0	\$0			\$0	0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)		36	80						2,160	4,896	1,728				8,900	\$1,656,198	\$120,700	\$108,400	\$30,800	\$259,900	8,900	\$1,656,198
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)												1,152			1,152	\$237,123	\$20,640	\$19,640	\$40,280	1,152	\$237,123	
C	BV	Meetings, Rts, & Doc Review and Maintenance															0	\$0			\$0	0	\$0	
D	BV	Assistance in Certification of Substantial Completion															0	\$0			\$0	0	\$0	
O	0	CONTRACT 6C															0	\$0			\$0	0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)		36	80						2,160	4,896	1,728				8,900	\$1,656,198	\$120,700	\$108,400	\$30,800	\$259,900	8,900	\$1,656,198
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)												1,152			1,152	\$237,123	\$20,640	\$19,640	\$40,280	1,152	\$237,123	
C	BV	Meetings, Rts, & Doc Review and Maintenance															0	\$0			\$0	0	\$0	
D	BV	Assistance in Certification of Substantial Completion															0	\$0			\$0	0	\$0	
O	0	CONTRACT 7A															0	\$0			\$0	0	\$0	
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)															0	\$0			\$0	0	\$0	
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)												1,152			1,152	\$229,104	\$20,640	\$19,640	\$40,280	1,152	\$229,104	
C	BV	Meetings, Rts, & Doc Review and Maintenance															0	\$0			\$0	0	\$0	
D	BV	Assistance in Certification of Substantial Completion															0	\$0			\$0	0	\$0	
Total for Basic Services			26	354	160	120	540	816	1,656	1,560	4,320	9,792	3,456	3,456	420	132	26,808	\$5,080,853	\$378,920	\$301,715	\$135,220	\$815,855	26,808	\$5,080,853
PROJECT TOTALS			26	354	160	120	540	816	1,656	1,560	4,320	9,792	3,456	3,456	420	132	26,808	\$5,080,853	\$378,920	\$301,715	\$135,220	\$815,855	26,808	\$5,080,853



Garrison Diversion Conservancy District
 Red River Valley Water Supply Project
 RRVWSP TO 5662 - RTP Cts 6B, 6C, and 7A CPS
 BV Project No. 423545
 AE2S

Task	Lead Firm	Position	TOTAL	TOTAL
		Task Description	Direct Expense	Fee
IV. BASIC SERVICES				
1		Task Order Management and Administration	\$0	\$123,120
		CONTRACT 6B	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$0	\$11,895
B	BV	Task Order Management	\$0	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)	\$0	\$0
ii	BV	Manage Subconsultants	\$0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices	\$0	\$0
C	BV	Communication and Coordination	\$0	\$3,352
		CONTRACT 6C	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$0	\$11,895
B	BV	Task Order Management	\$0	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)	\$0	\$0
ii	BV	Manage Subconsultants	\$0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices	\$0	\$0
C	BV	Communication and Coordination	\$0	\$3,352
		CONTRACT 7A	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	\$0	\$11,895
B	BV	Task Order Management	\$0	\$25,794
i	BV	Administer the Task Order (2t, 3d, 1p)	\$0	\$0
ii	BV	Manage Subconsultants	\$0	\$0
iii	BV	Assemble Engineering Progress Reports/Invoices	\$0	\$0
C	BV	Communication and Coordination	\$0	\$3,352
2		Special and Third-Party Meetings	\$0	\$0
A	BV	State Engineer and ND State Water Commission (1)	\$0	\$0
C	BV	Eastman, Sutton, Revere, and Ball Hill Townships (4)	\$0	\$0
D	BV	Nothern Plains Electric Cooperative (2)	\$0	\$0
E	BV	Greater Ramsey Water District (2)	\$0	\$0
F	BV	Stutsman Rural Water District (2)	\$0	\$0
G	BV	BEK Communications Cooperative (2)	\$0	\$0
H	BV	NODAK Electric Cooperative (1)	\$0	\$0
I	BV	Northern Plains Electric Cooperative (1)	\$0	\$0
J	BV	MLGC Coopertown (1)	\$0	\$0
K	BV	Otter Tail Power (1)	\$0	\$0
L	BV	MidContinent Communications (1)	\$0	\$0
M	BV	Dakota Rural Water District (1)	\$0	\$0
N	BV	Dakota Central Telecommunications (2)	\$0	\$0
3		Surveying, Field Testing, & Factory Insp Svcs	\$175,215	\$1,117,201
0	0	CONTRACT 6B	\$0	\$0
A	AE2S	Field Surveying	\$0	\$0
i	AE2S	Limited Topographic Surveying	\$15,746	\$64,445
ii	AE2S	Location Surveys	\$36,659	\$281,844
(a)	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$0	\$0
(b)	AE2S	As-Built Surveying	\$0	\$0
B	PSC	Professional Soil Classification	\$0	\$0
i	PSC	Conduct Soil Identification Training (2 sessions)	\$0	\$0
ii	PSC	Complete Periodic Inspections & QC Reviews (monthly)	\$0	\$0

Task	Lead Firm	Position	TOTAL	TOTAL
		Task Description	Direct Expense	Fee
C	AE2S	Drone-Based Video Monitoring	\$6,000	\$26,111
D	Accurate	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$0	\$0
E	BV	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$0	\$0
F	AET	CONTRACT 6C	\$0	\$0
G	AET	Field Surveying		
H	Ulteig	Limited Topographic Surveying	\$15,746	\$64,445
0	0	Location Surveys	\$36,659	\$281,844
A	AE2S	Layout Surveying (52 weeks of pipeline construction)	\$0	\$0
i	AE2S	As-Built Surveying	\$0	\$0
ii	AE2S	Professional Soil Classification	\$0	\$0
(a)	AE2S	Conduct Soil Identification Training (2 sessions)	\$0	\$0
(b)	AE2S	Complete Periodic Inspections & QC Reviews (monthly)	\$0	\$0
B	PSC	Drone-Based Video Monitoring	\$6,000	\$26,111
i	PSC	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$0	\$0
ii	PSC	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$0	\$0
C	AE2S	CONTRACT 7A	\$0	\$0
D	Accurate	Field Surveying	\$0	\$0
E	BV	Limited Topographic Surveying	\$15,746	\$64,445
F	AET	Location Surveys	\$36,659	\$281,844
G	AET	Layout Surveying (52 weeks of pipeline construction)	\$0	\$0
H	Ulteig	As-Built Surveying	\$0	\$0
0	0	Professional Soil Classification	\$0	\$0
A	AE2S	Conduct Soil Identification Training (2 sessions)	\$0	\$0
i	AE2S	Complete Periodic Inspections & QC Reviews (monthly)	\$0	\$0
ii	AE2S	Drone-Based Video Monitoring	\$6,000	\$26,111
(a)	AE2S	Pipe Manuf Site Visits and Inspections (1t, 2p, 2d)	\$0	\$0
(b)	AE2S	Corrosion Protection Systems Insp & Testing (1t, 2p, 5d)	\$0	\$0
B	PSC	Independent Construction Materials Testing	\$0	\$0
i	PSC	Independent Welding Verification	\$0	\$0
ii	PSC	Field Delineation of Wetlands and Consultation	\$0	\$0
5		Construction Observation	\$640,640	\$4,656,387
		OVERALL	\$0	\$0
A	BV	Construction Field Staff (36 months; shared w/ other TOs)	\$0	\$0
B	BV	Construction Summit	\$0	\$0
		CONTRACT 6B	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$259,900	\$1,916,098
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$40,280	\$277,403
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0	\$0
0	0	CONTRACT 6C	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$259,900	\$1,916,098
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$40,280	\$277,403
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0	\$0
0	0	CONTRACT 7A	\$0	\$0
A	BV	Site Obs & Liaison with Owner & Contractor (Pipeline)	\$0	\$0
B	BV	Site Obs & Liaison with Owner & Contractor (Tunneling)	\$40,280	\$269,384
C	BV	Meetings, Rts, & Doc Review and Maintenance	\$0	\$0
D	BV	Assistance in Certification of Substantial Completion	\$0	\$0
Total for Basic Services			\$815,855	\$5,896,708
PROJECT TOTALS			\$815,855	\$5,896,708

RRVWSP Work Plan Update
December 9, 2025

CONSTRUCTION

Pipeline Construction

Contract 5B

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

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

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

Contract 5C

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

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

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



Stripping Topsoil



Trench Box w/ Dewatering Pipes

Contract 5D

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

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



Stored Pipe on Site



Placing Dewatering Pipe

Contract 6A

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

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

DESIGN

The design team is also working with Reclamation on the location for the BWTP and pump stations. Final design efforts have started on ENDAWS Contracts 1 and 2. Additional geotechnical data is underway.

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



2023 to 2025 Biennium Work Plan
 (\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.	Series D	GDCD				\$ 1.00	\$ 0.75	\$ 0.25				
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here.													
	Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.													
2.	Property, Easements, and Crop Damage Payments⁴	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.	Series D	RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55				
	Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners.				\$ 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.				\$ 2.00	\$ 1.50	\$ 0.50							
3.	Transmission Pipeline East Contract 5C	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Series D	Prof Svcs							\$ 5.64	\$ 4.23	\$ 1.41	
	Scope: Pipeline installation, including construction phase engineering services by Engineer.				Jul-23	Const, 2026 Fin								
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Nov-23						\$ 76.66	\$ 57.50	\$ 19.17	
4.	Transmission Pipeline East Contract 5D	10± miles of 72" pl, including several 96" tunnels. Pipeline section extends westward from Contract 5A south of Carrington to a termination point south of Sykeston.	Series D	Prof Svcs							\$ 5.47	\$ 4.10	\$ 1.37	
	Scope: Pipeline installation, including construction phase engineering services by Engineer.				Jul-23	Const, 2026 Fin								
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Oct-23						\$ 59.38	\$ 44.53	\$ 14.84	
5.	RRV Transmission Pipeline Contract 6A	6± mi of 72" pl, including several 96" tunnels. Pipeline section extends eastward from Contract 5C just east of the James River to a termination point southwest of Glenfield.	Series D	Prof Svcs							\$ 5.47	\$ 4.10	\$ 1.37	
	Scope: Pipeline installation, including construction phase engineering services by Engineer.				Jul-23	Const, 2027 Fin								
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Dec-24						\$ 52.53	\$ 39.40	\$ 13.13	
6.	ENDAWS Transmission Pipeline Contract 3	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Series D	ENDAWS				\$ 3.06	\$ 2.29	\$ 0.76				
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.				Aug-23									
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.													
7.	Transmission Pipeline East Contracts 4A and 4B	27± mi of 72" pl, including several 96" tunnels. Pipeline extends from the west end of Contract 5D south of Sykeston west to a termination point NE of Hurdfield at HBTs.	Series D	Prof Svcs				\$ 7.18	\$ 5.39	\$ 1.80				
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.				Feb-24									
	Need: Have the next pipeline section bid-ready when State funding becomes available (likely the 2025-27 biennium).													



2023 to 2025 Biennium Work Plan
 (\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users) December 4, 2025

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



2023 to 2025 Biennium Work Plan
 (\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

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



2023 to 2025 Biennium Work Plan
 (\$246 mil Total Funding: \$4.5M Federal; \$180M State; \$61.5M Local Users)

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
22.	ENDAWS Transmission Pipeline Contract 1	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Series E Apr-25	Prof Svcs	\$ 1.95	\$ 1.46	\$ 0.49						
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.												
23.	Contingency	<i>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.</i>	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.												
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 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRVWSP.	--	GDCD				\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴ Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46			
3.	Red River Valley Transmission Pipeline Contract 6B Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	TO 5662	TO 5562	Jul-25	Prof Srvs					\$ 5.86	\$ 4.39	\$ 1.46
4.	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	TO 5662	TO 5563	Jul-25	Prof Srvs					\$ 6.20	\$ 4.65	\$ 1.55
5.	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	TO 5662	TO 5571	Jul-25	Prof Srvs					\$ 5.67	\$ 4.25	\$ 1.42
6.	McClusky Facilities Final Design Services & Bidding Assist Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPEDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	TO 3310		Oct-25	Prof Srvs	\$ 15.00	\$ 11.25	\$ 3.75				
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3 Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	TO 2340		Jan-27	Prof Srvs				\$ 0.40	\$ 0.30	\$ 0.10	



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	TO 2660	Prof Srvs									
	Scope: Construction and construction phase services for initial project at greenfield site.		Apr-26							\$ 1.90	\$ 1.43	\$ 0.48	
	Need: Prepare site and ready it for future construction of the biota water treatment plant.		Apr-26							\$ 19.00	\$ 14.25	\$ 4.75	
9.	McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	TO 2360	Prof Srvs									
	Scope: Final design services and bidding assistance for second construction project at the facilities site.		Jan-26		\$ 2.00	\$ 1.50	\$ 0.50						
	Need: Complete specialty work ahead of the main biota water treatment plant construction.												
10.	McClusky Facilities Utility Extensions Design	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	TO 3320	Prof Srvs									
	Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites.		Jan-26		\$ 1.50	\$ 1.13	\$ 0.38				\$ 3.00	\$ 2.25	\$ 0.75
	Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.												
11.	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	Prof Srvs									
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for significant amount of construction related documents.		Sep-25					\$ 0.69	\$ 0.52	\$ 0.17			
12.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	TO 1610	Prof Srvs									
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.		Oct-25					\$ 0.75	\$ 0.56	\$ 0.19			
	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	Prof Srvs									
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.		Oct-25					\$ 2.00	\$ 1.50	\$ 0.50			
	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									
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.		Oct-25					\$ 1.50	\$ 1.13	\$ 0.38			



2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))

December 4, 2025

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Bien ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	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.	TO 8610	Prof Svcs				\$ 0.60	\$ 0.45	\$ 0.15			
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program. Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.		Oct-25										
16.	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.	N/A	GDCD	\$ 0.93	\$ 0.70	\$ 0.23	\$ 0.44	\$ 0.33	\$ 0.11	\$ 18.38	\$ 13.78	\$ 4.59
	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.												
TOTAL PROGRAM BUDGET					\$ 19.43	\$ 14.57	\$ 4.86	\$ 9.20	\$ 6.90	\$ 2.30	\$ 244.70	\$ 183.53	\$ 61.18

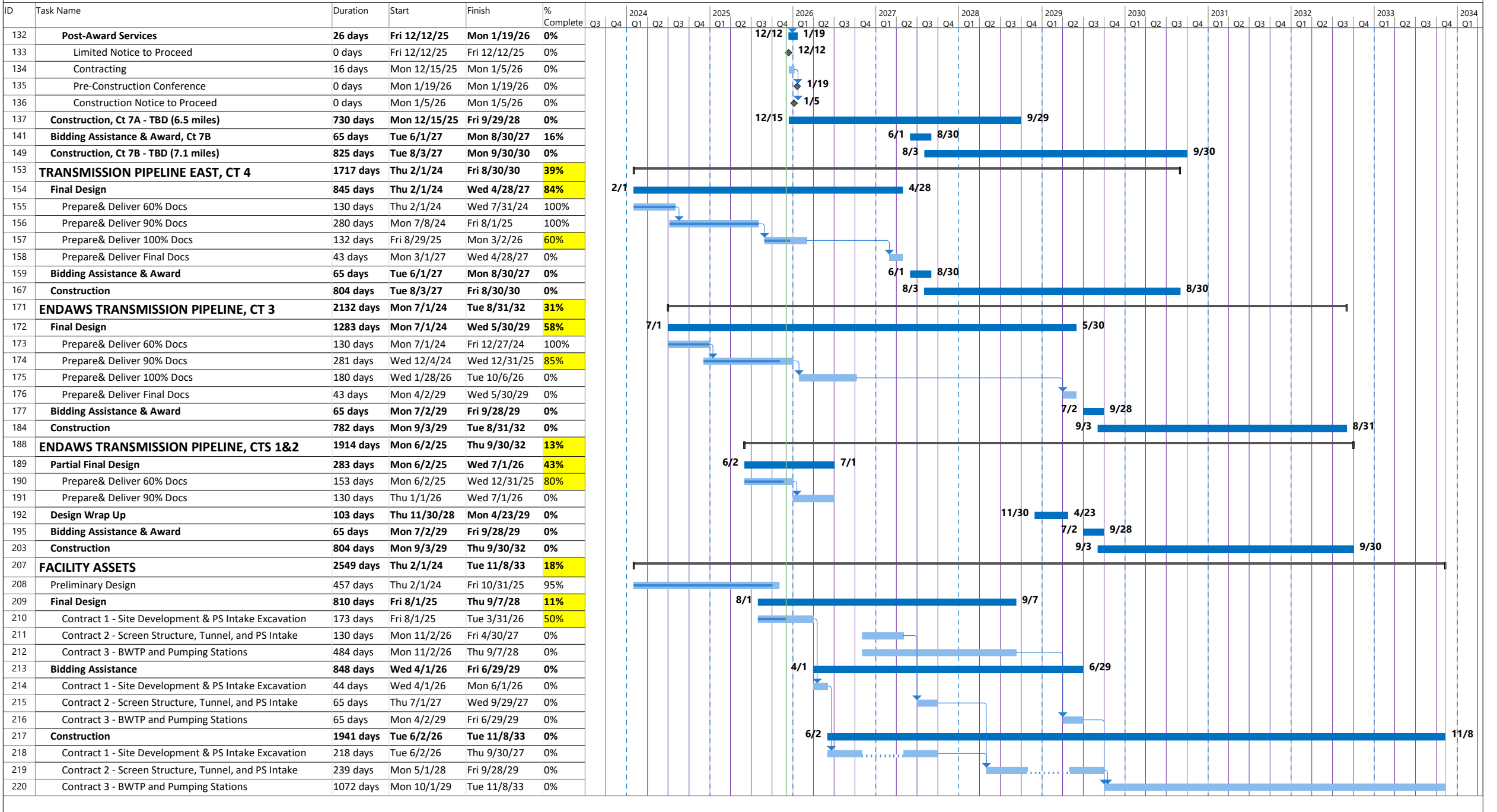
Notes:

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

2024-2034 Schedule
Red River Valley Water Supply Project

25-12 GDCD RRVWSP 2024-34 Schedule

Wed 12/3/25



TAC

Fargo	Dan Portlock
Fargo	Troy Hall
Fargo	Michael Redlinger (Bruce Grubb designee)
Grand Forks	Al Grasser
Grand Forks	Todd Feland
Board Member	Ann Broussard
Board Member	Dave Carlsrud
At Large	Brent Brinkman
At Large	Marc Prichard

FAC

Fargo	Susan Thompson
Fargo	Jamie Bullock
Fargo	Wyatt Papenfuss
Grand Forks	Maureen Storstad
Grand Forks	Todd Feland
Board Member	Bernie Dardis
Board Member	Tom Erdmann
At Large	Gwen Crawford
At Large	Jeremy Schuler

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**2025 GARRISON DIVERSION
MEETING DATES**

Board

January 9 & 10

April 24 and 25

July 17 and 18

October 16 & 17

Executive Committee

March 13

June 19

September 25

December 18

**2026 GARRISON DIVERSION
MEETING DATES**

Board

January 8 & 9 or

April 16 and 17

July 16 and 17

October 15 & 16

Executive Committee

March 12

June 18

September 10

December 17