

**GARRISON DIVERSION CONSERVANCY DISTRICT
BOARD OF DIRECTORS**

Special Meeting

Video Conference

August 19, 2026

A G E N D A

- | | |
|------------|---|
| 11:00 a.m. | I. Call to Order – Jay Anderson |
| 11:01 a.m. | II. Roll Call – Lisa Schafer |
| 11:02 a.m. | III. Public Comment Period – Jay Anderson |
| 11:17 a.m. | IV. Red River Valley Water Supply Project (RRVWSP) |
| | A. Task Order – Jason Siegert |
| | 1. >*No. 2240 – Service to Washburn BRIC Grant Wrap Up and Preliminary Support |
| 11:30 a.m. | V. Eastern North Dakota Alternate Water Supply (ENDAWS) |
| | A. Task Orders – Jason Siegert |
| | 1. >*No. 2650 – Biota Water Treatment Plant Contract 1, Site and Access Development and Wet Well Excavation Construction Phase Services |
| | 2. >*No. 2360 – Biota Water Treatment Plant Contract 2, Intake, Tunnel and Wet Well Liner, Final Design and Bidding Assistance |
| | 3. >*No. 3240 – Biota Water Treatment Plant Contract 4, Power Supply Planning, Environmental and Procurement Services |
| | B. Bid Award Recommendation – Kip Kovar/Kurt Ronnekamp |
| | 1. >*Biota Water Treatment Plant Contract 1, Site and Access Development and Wet Well Excavation |
| 12:15 p.m. | VI. Adjourn |



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

Task Order Effective Date: April 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

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

TASK ORDER SUMMARY

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

Task Description

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

PROJECT OVERVIEW

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

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



Black & Veatch Corporation

Professional Services for Red River Valley Water Supply Project

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

Effective Date – April 1, 2026

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

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I. BACKGROUND

1. Permit-level through final designs have been completed under previous engineering task orders for the Red River Valley Water Supply Project's (RRVWSP's) Missouri River Intake (MRI), located south of Washburn, North Dakota. This work was undertaken as part of the State of North Dakota-local user funded Project. Initial authorizations for permit-level designs date back to 2016, with several other engineering task orders undertaken and completed since that time. In addition to the planning and design task orders, two MRI construction projects have been completed. The first construction contract involved site development, including improvements to the access road to accommodate construction traffic and site clearing for the proposed pumping station. Initial excavation of the shaft was also completed under the first construction project. The second construction project included installation of a micro-tunneled 72-inch supply pipe beneath the river and placement of a final structural liner within the previously excavated wet well shaft. Construction under the second contract was completed in the summer of 2023.
2. Development of a second source of supply to the RRVWSP from the McClusky Canal was evaluated as part of the Eastern North Dakota Alternate Water Supply (ENDAWS) project. The ENDAWS evaluation was a joint effort between the U.S. Department of the Interior's Bureau of Reclamation (Reclamation) and Garrison Diversion. A key advantage of using the McClusky Canal as the source water supply is a 42-mile reduction in pipeline length, resulting in a significant decrease in transmission pipeline capital expenditures (CapEx). ENDAWS evaluations were completed in 2020, and an Environmental Impact Statement (EIS) was

submitted by Reclamation for approval. A Record of Decision was subsequently signed by the Secretary of the Interior in January 2021, allowing the ENDAWS project to move forward. Garrison Diversion's Board of Directors subsequently determined that using ENDAWS to supply water to the Project is its preferred approach, with the MRI serving as a secondary source of supply.

3. From June 2022 to November 2023, the Engineer and its consultants evaluated utilization of the MRI to supply water to the City of Washburn (Washburn) in order to capitalize on the existing MRI asset. Planning-level cost opinions were developed for pumping station alternatives and pipeline routes extending from the MRI to Washburn's water treatment plant (WTP).
4. From November 2023 through December 2025, the Engineer and its Consultants evaluated pipeline route alternatives between the MRI and the Washburn WTP and investigated potential funding opportunities. In 2024, a capital cost analysis was completed for the permanent and non-permanent infrastructure required to convey water to the Washburn WTP, resulting in an estimated project of cost of approximately \$11.5 Million in 2024 dollars.
5. In early 2024, a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant application was prepared and submitted. As part of this effort, the project cost for the pipeline and non-permanent infrastructure was approximately \$9.5 million, and a Benefit-Cost Ratio (BCR) of 1.82 was identified. In 2025, the Engineer completed the *Washburn Raw Water Supply Route Study* Technical Memorandum, which summarized a technical evaluation of route alternatives and a selected pipeline route. The memorandum included updated cost estimates, an easement map book, and preliminary plan and profile drawings. During FEMA's review of the BRIC grant application, the project received positive feedback, including notification that a Request for Information (RFI) was anticipated to support completion of the final review stages prior to funding approval. However, due to the suspension of the FEMA BRIC grant program during the review period, no funding was awarded.
6. As a reversal of the previous FEMA BRIC Grant program status, FEMA Region 8 completed its initial review of the City of Washburn Long-Term Raw Water Supply Project and issued an RFI on April 24, 2026. Responses to the RFI were due on May 24, 2026 and were provided.
7. This Task Order authorizes Engineer/Consultant to provide ongoing general and technical consulting services under agreement with Owner as noted herein to further support the Washburn BRIC Grant application and covers the cost associated with developing responses to the first RFI.

II. TASK ORDER OBJECTIVES

- A. The overall objectives of this Task Order are:

1. Finalize responses and coordination with FEMA, the City of Washburn, and Garrison Diversion/LAWA to complete the Washburn Raw Water Supply RFI's.
2. Provide for ongoing coordination and communication between Engineer/Consultant and Washburn, Garrison Diversion, LAWA, and DWR.
3. Provide ongoing coordination and support for unidentified future technical support.

III. GENERAL REQUIREMENTS

1. Under this Task Order, provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 1, 2020 (Agreement).
2. General Description of Activities. The Basic Services to be performed by Engineer consist of professional services associated with planning, study, and design related work for Garrison Diversion, so that the MRI investment is beneficially used.
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 shall only be performed with proper separate written authorization.

IV. BASIC SERVICES

The Basic Services of this Task Order are provided below in the following task:

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

1. Task 1 – Task Order Management and Administration

This task includes overall project management and administrative services during the life of the Task Order. Specific services to be performed by Engineer are as follows:

- A. Task Order Setup and Workplan Development. Engineer will develop a Task Order workplan that includes the scope and budget.
- B. Task Order Management. Engineer will provide management services necessary for execution of the Task Order, including efforts required for proper resources allocation, schedule development and monitoring, budget review and control, Owner coordination, and other standard and customary activities required for timely completion of the Work.
- C. Administer 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.

2. Task 2 – FEMA Grant Finalization

Specific tasks to be performed under FEMA Grant finalization include:

- A. Coordinate and communicate with FEMA Region 8 and NDDDES to develop and submit a comprehensive response to the initial RFI. Conduct a detailed review of previously submitted materials and perform necessary research, analysis, and updates to ensure all information is current, accurate, and responsive to FEMA's request.
- B. Collaborate with Garrison Diversion, LAWA, and the City of Washburn to obtain all required supporting data, documentation, and technical input necessary for the response. Provide regular progress updates to Garrison Diversion, LAWA, and the City of Washburn throughout the response development process. Utilizing the updated and newly obtained information, prepare and submit a complete RFI response package, including all supporting documentation, to FEMA Region 8.
- C. Following submission, continue coordination with FEMA Region 8, NDDDES, Garrison Diversion, and LAWA to address follow-up inquiries, provide supplemental information, and support technical review activities necessary to facilitate grant funding review and finalization.
- D. Collaborate with Garrison Diversion, LAWA, and the City of Washburn to obtain all required supporting data, documentation, and technical input necessary for the second RFI response. Provide regular progress updates to Garrison Diversion, LAWA, and the City of Washburn throughout the response development process. Utilizing the updated and newly obtained information, prepare and submit a complete second RFI response package, including all supporting documentation, to FEMA Region 8.

3. Task 3 – Communication and Coordination

Engineer/Consultant will assist Garrison Diversion with communication and coordination activities. These communication and coordination activities are listed below.

- A. External Communications. Coordinate and communicate with the City of Washburn, Garrison Diversion/LAWA, and DWR to support project development and facilitate collaboration among project stakeholders throughout the planning and funding of the Project.

4. Task 4 – Unidentified Future Technical Support

This task provides for technical support associated with unforeseen Project needs that cannot be specifically identified at this time but are determined by Garrison Diversion to be necessary to advance the Project. Specific services that may be performed under this task include, but are not limited to:

- Technical Support
- Funding Support
- Project Development Support

V. SPECIAL SERVICES

Not used in this Task Order.

VI. ADDITIONAL SERVICES

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

1. Preliminary Engineering Services for the Pump station.
2. Preliminary Engineering Services for a revised pipeline route.
3. Landowner negotiations for easement acquisition.
4. Permits.

VII. FEE

The total fee for the Basic Services under this Task Order is \$100,000. Worksheet(s) showing the fee estimate and level of effort by task are included as **Attachment 2**.

VIII. PERFORMANCE SCHEDULE

There is no specific schedule for this agreement.

IX. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

1. Standard Form of Agreement between Owner and Engineer for Professional Services dated January 1, 2020 is incorporated by reference.
2. Fee Estimate Worksheet.

X. ACCEPTANCE

If this satisfactorily sets forth your understanding of this Task Order, please electronically sign this document when distributed via DocuSign. 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: _____

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

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

NEED AND BENEFIT

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

TASK ORDER SUMMARY

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

Basic Services:

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

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

PROJECT OVERVIEW

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

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

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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

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

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

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

PROJECT SCHEDULE

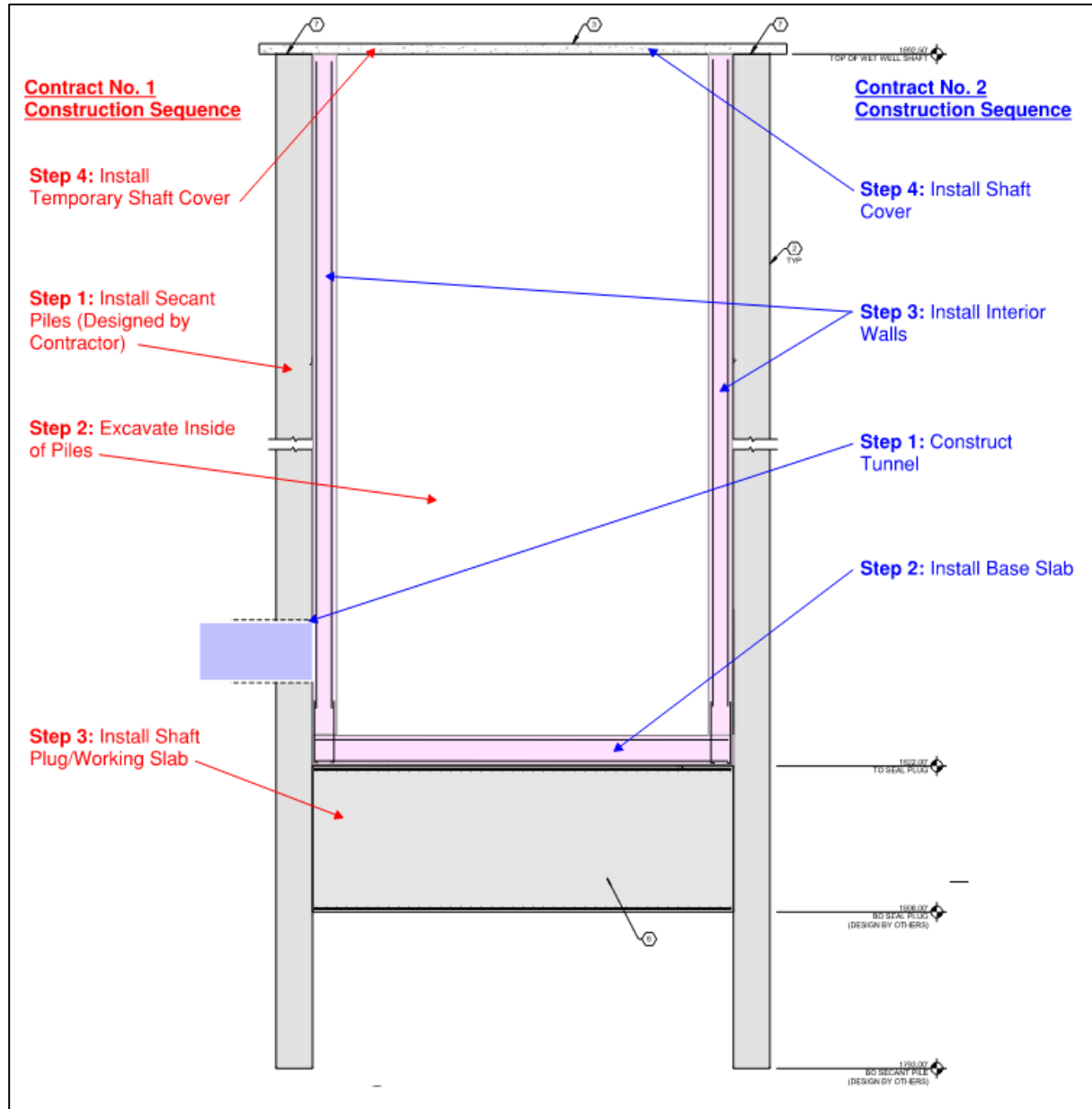
The project is expected to be advertised in early July 2026 with a bid opening set for August 2026. A construction notice-to-proceed is expected to be issued in October 2026.

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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





Black & Veatch Corporation

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

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

Funding Sources – 2025-27 Biennium State; Series F Local; \$50M Federal MR&I Grant
2025-27 Biennium Workplan Item No. 8

Effective Date – August 1, 2026

Content of this Task Order is as follows:

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I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal and conveyed to a new water plant. A multi-county pipeline will then convey flows from the plant 125 miles east to the Sheyenne River. Lake Ashtabula located downstream will provide storage for controlled releases to the Red River Valley.
2. Professional services for design of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction.

3. The U.S. Department of the Interior, Bureau of Reclamation (Reclamation) completed the Eastern North Dakota Alternate Water Supply (ENDAWS) project's environmental impact statement (EIS), which resulted in the record of decision being signed for the ENDAWS portion of this project. The ENDAWS project is integrated with the RRVWSP. Each must be built to have a complete system to meet drought mitigation goals. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.
4. Preliminary Design for the McClusky Canal Intake (MCI), McClusky Canal Intake Pumping Station (MCIPS), Biota Water Treatment Plant (BWTP), and McClusky Main Pumping Station (MMPS) were previously authorized under Task Order 2250 and Task Order 3210. A Preliminary Design Report (PDR) for the ENDAWS facilities was completed in June 2025.
5. Final Design and Bidding Assistance for the MCIPS wet well, access road for use by construction vehicles for the MCIPS and BWTP sites, and mass grading of the BTWP site was previously authorized under Task Order 2350 (MCIPS Wet Well and Site Development Contract 1). Contract Documents (CDs) suitable for public advertisement and bidding are being developed for wet well and site-civil improvements, and the Project will be advanced through the pre-construction meeting under Task Order 2350.

II. TASK ORDER OBJECTIVES

1. The implementation schedule for the 2025-2027 legislative biennium includes components of the Project one of which is construction of civil works designed under Task Order 2350 McClusky Facilities, Wet Well and Site Development Contract 1.
2. The objective of this Task Order is to excavate the pumping station wet well shaft and provide site access improvements for the Project and the future phases. Figure 1 shows a section of the shaft delineating the excavation support system that will be installed under Contract 1 and the shaft liner that will be constructed under a future Contract 2.

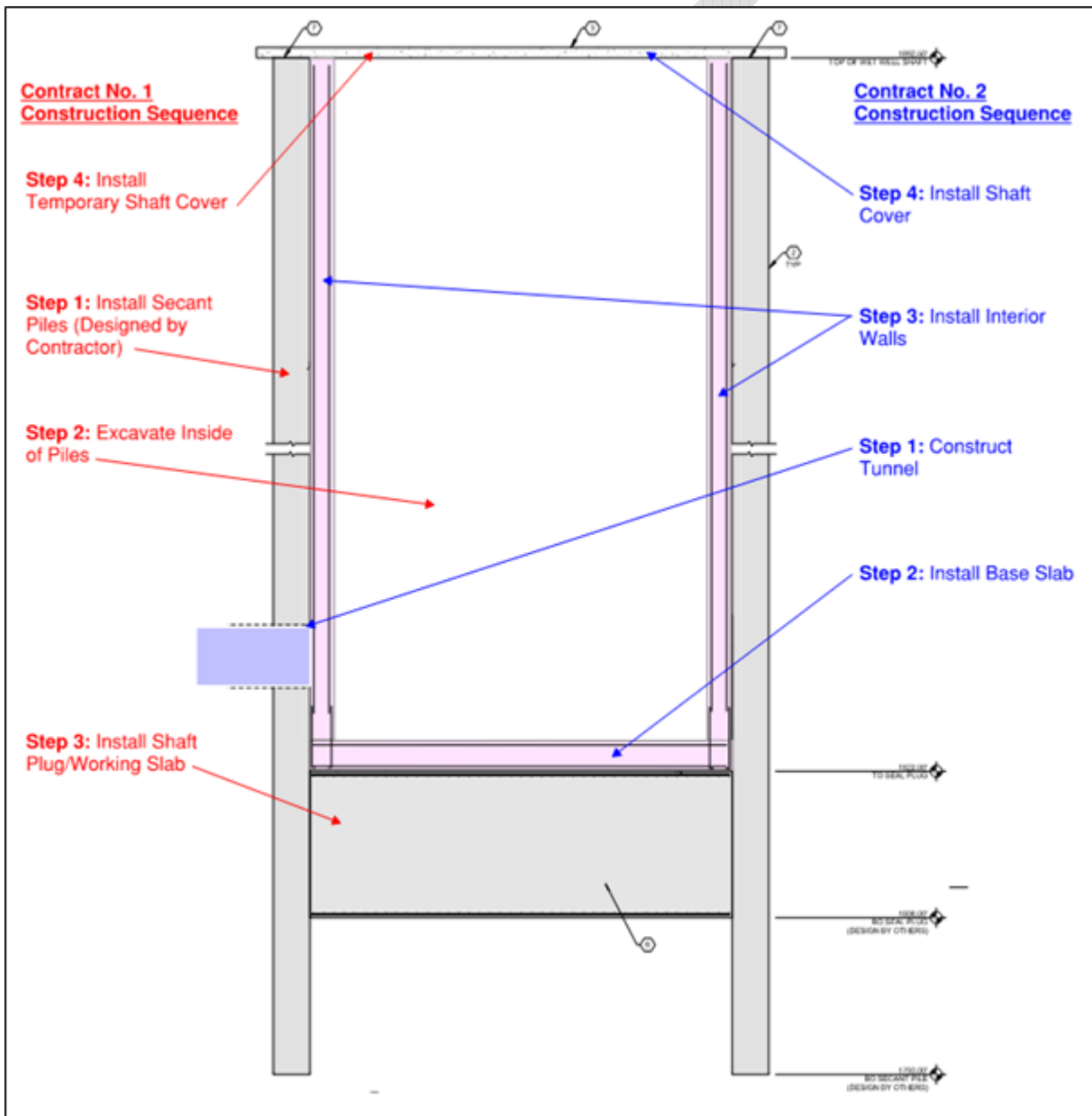
III. GENERAL REQUIREMENTS

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 engineering services during construction associated with the CDs that were designed and bid under Task Order 2350.
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 services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the

Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.

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

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



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, On-Site Materials Testing, and Miscellaneous Field 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 administration 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. Prepare Project Invoices. Prepare monthly invoices and submit to the Owner for approval and payment.
- 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, Contractor's monthly pay applications, permits, etc.

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

Engineer, or Engineer's consultant acting on its behalf, will prepare materials for dissemination prior to the meetings. Engineer or its consultant will attend and present Project information at

in-person third-party meetings. For the purposes of fee estimation, it is assumed that 50 percent of the calls will be virtual and 50 percent will be in person.

Engineer will meet with the following stakeholders:

- A. One joint meeting with the State Engineer and North Dakota State Water Commission,
- B. Two meetings with Sheridan County Commissioners,
- C. Two meetings with Mclean Sheridan Rural Water District,
- D. Two meetings with the North Dakota Department of Transportation,
- E. Two meetings with the United States Bureau of Reclamation, and
- F. Two meetings with other Stakeholders.

3. Task 3 – Surveying, On-Site Materials Testing, and Miscellaneous Field Services

The objective of the Field Services task is to perform miscellaneous on-site field activities to support construction and closeout of Contract 1.

- 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 site civil and facility locations. Up to three days of surveying will be provided under this task.
 - ii. Location Surveys. Engineer will provide field pre-construction layout surveys to establish horizontal coordinates and vertical elevations of structures and utilities. The following activities are included:
 - (i) Layout Surveying. Provide surveying services to define the location of facilities and site topography for grading and new infrastructure. Engineer will:
 - 1. Limits of Construction Staking: 200-foot intervals and all horizontal Points of Intersection.
 - 2. Survey Control: Establish up to 12 horizontal and vertical control points. Contractor is responsible for protecting control points once established by surveyor.
 - 3. Wet Well Staking: Center point staking and individual secant pile staking.
 - 4. Utility Staking: Construction staking will be provided for all physical structures and utilities along roadways and site.
 - 5. Roadway Staking:
 - a. 3rd Ave NE: 100-foot intervals and all horizontal Points of Intersection.

- b. BWTP Access Road: 100-foot intervals and all horizontal Points of Intersection.
 - c. MCI Access Road: 100-foot intervals and all horizontal Points of Intersection.
 - 6. Permanent Stockpile Staking: 200-foot intervals around stockpile limits.
 - (ii) Verification Survey: One verification survey will be provided to verify vertical control of subgrade.
 - 1. Roadways: 100-foot interval along centerline and vertical points of deflection.
 - 2. Site: 100-foot by 100-foot grid pattern.
 - (iii) Detailed subgrade survey for roads and site.
 - (iv) Detailed finished grade survey for roads and site.
- (b) As-Built Surveying. Survey constructed and installed facilities to record characteristics (x-y-z coordinates) as built by the Contractor. Incorporate as-built information into record documents following completion of the construction contract. The following items will be included in the as-built surveying”
- (i) Finished topographic survey of the 3rd Ave, access roads, site grading, and permanent soil stockpiles.
 - (ii) Installed location and elevations of drainage and other underground utilities and utility structures.
 - (iii) Secant pile locations, base of wet well excavation elevations, and top of working slab
- B. Video Monitoring. Video the construction job site using webcam and drone-based video equipment. The level of effort and fee for these services is included with Task 5 as the will be handled by the RPR.
- i. Web-Cam Video. To be provided by the Contractor.
 - ii. Drone-Based Video. Produce monthly aerial drone-based videos of the construction job site using a 12-megapixel minimum resolution camera. Provide a drone and operator with proper certifications and licenses for both federal and local authorities. Drone video will be collected as follows:
 - (a) Pre-construction after the Contractors’ notice to proceed is issued and no more than one month before field construction activities commence.
 - (b) Monthly active construction monitoring construction, which is assumed to be 20 months in duration (not sequential accounting for winter shutdowns). The last collection for this bullet will be at or near substantial completion of the project. (19 videos)
 - (c) Post-construction at or near completion of all work when Projects are ready for final payment to document the restoration of disturbed areas.

- C. Independent Construction Materials Testing. Provide the services of an independent testing laboratory to perform inspections and tests of samples and materials required by the CDs. This testing does not include tests specified to be the responsibility of the Contractor. It is assumed that testing service provider will make 80 trips for sitework related tests and observations and 24 trips for concrete testing services to provide the specified testing. A total of 104 trips have been budgeted with the time averaging approximately 5-6 hours per trip, depending on testing and observation required.
- 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.
- D. Field Delineation of Wetlands. Engineer using its consultant will delineate USACE jurisdictional wetlands within the easements, within the boundaries of the project and shown on the CDs. Boundaries of jurisdictional wetlands will be staked 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 project. 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), to administer construction phase services. The Contractor hired for the project 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: October 5, 2026.
- Start of field work: TBD
- Milestone Completion: July 30, 2027
- Achieve Substantial Completion: April 5, 2028

- Projects Complete and Ready for Final Payment: May 20, 2028

If Contractor's schedule is extended for any reason, Engineer will provide services during the extension as Additional Services upon concurrence and approval of Garrison Diversion. Under these circumstances, Engineer's construction phase services task order TO 2650 will be amended for the additional services necessary to administer and inspect the Contractor's work over the Contractor's 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 underway (18 reports). 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

The progress report for this project will be incorporated into a programmatic report prepared for Garrison Diversion.

- 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 and its consultants, Owner, and Contractor within the PMIS.

- 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, and
- 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 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.
- 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 30 submittals, including both submittals and re-submittals, for review and comment by Engineer.
 - 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.
 - 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 five RFIs for review/response by Engineer.
 - (b) Change Order Requests and Change Orders. Review Owner or Contractor initiated requests for Project changes. For the purposes of fee development, Engineer assumes the Contractors will submit up to 10 change order requests for the 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 assembled from approved change order requests. Change order requests' review and change order processing will involve the following:

- Review of documentation against requirements in 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. Claims will be handled as additional services given past construction history of resolving issues without claims and uncertainty of estimating time for unidentified 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 five field orders the Project to implementation by Contractor.
- 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 18 pay requests for the Project.
- 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 Contractor 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 subconsultant 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 Contractor of problems or deficiencies observed, if any. A total of 20 in-person meetings and associated site visits for the 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 18 site visits for the Project by Engineer's specialty office staff are anticipated during construction.
 - 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 Contractor. Engineer will conduct an 8-hour Substantial Completion inspection for the 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 Contractor must complete prior to Owner making such payment. Engineer will conduct the 8-hour Final Completion inspection for the 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 Contractor must address in accordance with the warranty provisions of the CDs. Engineer will conduct an 8-hour warranty inspection for the Project.

5. Task 5 – Construction Observation

Engineer will furnish Resident Project Representation (RPRs) during periods of active construction.

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. Specific services performed by the RPR will be as follows:

- A. Site Observations and Liaison with Owner and Contractor. 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 Contractor working principally through the Contractor's superintendent assisting Engineer in providing interpretations of the CDs.
 - iii. Assist Engineer in serving as Owner's liaison with the Contractor when the Contractor's 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 Contractor's work and relating to compliance with drawings, specifications, and design concepts.

- vi. Advise Engineer and the Contractor or its 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 Contractor maintains that differing subsurface and physical conditions have been encountered, document actual site conditions. Review and analyze Contractor's claims for differing subsurface and physical conditions.
 - ix. Verify that the Contractor has contacted landowners and utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with Owner's activities.
 - x. Establish and furnish the Contractor 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

C. 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.
- xii. Verify items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

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. Construction services work plan, including resident project representation.
- B. Monthly engineering invoices, and
- C. Periodic progress reports

2. Task 2 – Special and Third-Party Meetings
 - A. Project information for presentation/handout during stakeholder meetings
3. Task 3 – Surveying, On-Site Materials Testing, and Miscellaneous Field Services
 - A. Aerial videos of site
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
 - 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 – Construction Observation
 - 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 Contractor's 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 Contractor at commencement of construction or subsequently implemented by Contractor with Owner concurrence to regain schedule.
4. Claims assistance to act on claims of Owner and the Contractors relating to the acceptability of the Work or the interpretation of the requirements of the CDs. If a claim arises during construction, services necessary will be estimated for the specific claim and considered Additional Services.
5. There are no known hazardous materials or hazardous environmental site conditions in the construction area. If any hazardous conditions are encountered during construction, 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.

IX. FEE

The total fee for Basic Services provided under this Task Order is Two Million One Hundred Thirty-Four Thousand Dollars (\$2,134,000).

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

X. PERFORMANCE SCHEDULE

This Task Order will be completed by December 31, 2028. Bidding of this Work is planned in the 2025-2027 biennium. The expected schedule is outlined under IV Basic Services, Task 4.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

ATTACHMENT A

Fee Estimate Worksheets



Garrison Diversion Conservancy District
Eastern North Dakota Alternate Water Supply Project
ENDAWS TO 2650 - BWTP Ct 1, Site and Access Development & Wet Well Excavation, CPS
BV Project No. zzzzzz
Black & Veatch and Consultants

Task	Lead Firm	Position	PMS	PM	DE1	DE2	SE2	RPRS	EST1	PA2	ADM2	QC2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Expense Detail	Sub Consulta	Subcon	Expense Detail
		Task Description	Principle or Project Manager Sr	Project Manager 1	Technical Expert	Design Engineer Sr	Staff Engineer 1	Construction Manager 3	Constr Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Copies	Travel Expense	AE2S Hours	AE2S Sub Costs	AE2S Markup
IV. BASIC SERVICES																						
1	BV	Task Order Management and Administration	40	68	0	8	8	0	0	72	128	84	8	416	\$81,548	\$3,915	\$0	\$0	\$0	296	\$87,056	\$4,353
A	BV	Task Order Setup and Work Plan Development	8	8						16	16	8	8	64	\$12,944	\$602				32	\$8,421	\$421
B	BV	Task Order Management												0	\$0	\$0				264	\$78,634	\$3,932
i	BV	Administer the Task Order (2t, 3d, 1p)								56	56	20		132	\$19,328	\$1,242				0	\$0	\$0
ii	BV	Manage Subconsultants	12	24								56		92	\$19,960	\$866				0	\$0	\$0
iii	BV	Invoicing	12	12							56			80	\$15,188	\$753				0	\$0	\$0
C	BV	Communication and Coordination	8	24		8	8							48	\$14,128	\$452				0	\$0	\$0
2		Special and Third-Party Meetings	8	4	0	0	0	0	0	0	0	0	0	12	\$3,980	\$112	\$0	\$0	\$0	72	\$19,554	\$978
A	AE2S	State Engineer and North Dakota State Water Commission (1)		1										1	\$323	\$9				12	\$3,259	\$163
B	AE2S	Sheridan County Commissioners (2)		1										1	\$323	\$9				12	\$3,259	\$163
C	AE2S	Mclean Sheridan Rural Water District (2)		1										1	\$323	\$9				12	\$3,259	\$163
D	AE2S	North Dakota department of Transportation (2)		1										1	\$323	\$9				12	\$3,259	\$163
E	AE2S	United States Bureau of Reclamation (2)	4											4	\$1,344	\$38				12	\$3,259	\$163
F	AE2S	Other Stakeholders (2)	4											4	\$1,344	\$38				12	\$3,259	\$163
3	AE2S	Surveying, On Site Materials Testing, and Field Services	2	10	0	0	108	0	0	0	0	0	0	120	\$21,830	\$1,130	\$0	\$0	\$0	1,328	\$295,626	\$14,782
A	AE2S	Field Surveying												0	\$0	\$0				0	\$0	\$0
i	AE2S	Limited Topographic Surveying												0	\$0	\$0				216	\$50,914	\$2,546
ii	AE2S	Location Surveys												0	\$0	\$0				0	\$0	\$0
(a)	AE2S	Layout Surveying												0	\$0	\$0				864	\$192,044	\$9,602
(b)	AE2S	As-Built Surveying												0	\$0	\$0				168	\$37,896	\$1,895
B	AE2S	Video Monitoring												0	\$0	\$0				0	\$0	\$0
i	AE2S	Webcam (N/A by contractor)												0	\$0	\$0				0	\$0	\$0
ii	AE2S	Drone Video												0	\$0	\$0				80	\$14,772	\$739
C	AET	Independent Construction Materials Testing		8			96							104	\$18,520	\$979				0	\$0	\$0
D	Ulteig	Field Delineation of Wetlands and Consultation	2	2			12							16	\$3,310	\$151				0	\$0	\$0
4	AE2S	Engineering Services During Construction	12	12	82	124	4	0	0	0	0	10	0	244	\$73,590	\$2,296	\$1,285	\$0	\$8,800	1,888	\$436,452	\$21,822
A	AE2S	Monthly Progress Reports (18)	10									10		20	\$4,820	\$188				160	\$32,424	\$1,621
B	AE2S	Construction Administration Support Services												0	\$0	\$0				0	\$0	\$0
i	AE2S	Engineer's Staffing During Construction	2	2										4	\$1,318	\$38				6	\$1,629	\$81
ii	AE2S	Contractor's Schedule												0	\$0	\$0				0	\$0	\$0
(a)	AE2S	Initial Construction Schedule Review		2										2	\$646	\$19				4	\$983	\$49
(b)	AE2S	Monthly Construction Schedule Reviews (18)				10								10	\$2,950	\$94				40	\$9,826	\$491
iii	AE2S	Contractor's Estimate of Monthly Payments												0	\$0	\$0				2	\$620	\$31
iv	AE2S	Contractor's Guar, Bonds, Test Reports, and Certs												0	\$0	\$0				16	\$3,930	\$197
v	AE2S	Submittal Reviews (30)			24	40								64	\$19,696	\$602				534	\$123,905	\$6,195
vi	AE2S	RFPs (4)												0	\$0	\$0				76	\$17,333	\$867
vii	AE2S	RFIs, Change Order Requests, and Claims												0	\$0	\$0				0	\$0	\$0

Task	Lead Firm	Position	PMS	PM	DE1	DE2	SE2	RPRS	EST1	PA2	ADM2	QC2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Expense Detail	Sub Consulta	Subcon	Expense Detail
		Task Description	Principle or Project Manager Sr	Project Manager 1	Technical Expert	Design Engineer Sr	Staff Engineer 1	Construction Manager 3	Constr Office Support 1	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Copies	Travel Expense	AE2S Hours	AE2S Sub Costs	AE2S Markup
(a)	AE2S	RFIs (5)			4	8								12	\$3,676	\$113				24	\$5,908	\$295
(b)	AE2S	Change Order Requests & Change Orders (10/5)			2	2								4	\$1,248	\$38				120	\$26,965	\$1,348
(c)	AE2S	Claims (0)												0	\$0	\$0				0	\$0	\$0
viii	AE2S	Field Orders (5)			4									4	\$1,316	\$38				70	\$15,296	\$765
ix	AE2S	Contractor Pay Requests (18)												0	\$0	\$0				120	\$32,177	\$1,609
x	AE2S	Funding Agency Submittals		2										2	\$646	\$19				52	\$11,136	\$557
xi	AE2S	Lien Releases												0	\$0	\$0				4	\$1,240	\$62
xii	AE2S	Consent Of Surety to Final Payment												0	\$0	\$0				4	\$1,240	\$62
xiii	AE2S	Conformed to Construction Records Drawings		2		8								10	\$3,006	\$94				204	\$33,582	\$1,679
C	AE2S	Field Support Services												0	\$0	\$0				0	\$0	\$0
i	AE2S	Const Progress Meetings and Site Visits (20)												0	\$0	\$0				136	\$35,395	\$1,770
ii	AE2S	Discipline-Specific Site Visits (18 AE2S, 4 BV)			48	48								96	\$29,952	\$903	\$1,285		\$8,800	264	\$69,049	\$3,452
iii	AE2S	Digital Photographic and Video Documentation												0	\$0	\$0				0	\$0	\$0
(a)	AE2S	Pre-Construction Photographs												0	\$0	\$0				4	\$725	\$36
(b)	AE2S	Monthly Photographs												0	\$0	\$0				8	\$1,450	\$73
(c)	AE2S	Video Documentation												0	\$0	\$0				2	\$363	\$18
iv	AE2S	Punch List												0	\$0	\$0				18	\$5,077	\$254
v	AE2S	Final Inspection		2		8								10	\$3,006	\$94				12	\$3,732	\$187
vi	AE2S	Warranty Inspection		2			4							6	\$1,310	\$56				8	\$2,465	\$123
5	AE2S	Construction Observation	0	0	0	0	0	160	96	0	0	0	0	256	\$51,232	\$2,409	\$0	\$0	\$0	4,040	\$785,572	\$39,279
A	AE2S	Site Obs & Liaison with Owner & Contractor (Site\Road)												0	\$0	\$0				2,880	\$562,712	\$28,136
B	AE2S	Site Obs & Liaison with Owner & Contractor (Shaft)												0	\$0	\$0				1,080	\$208,770	\$10,439
C	AE2S	Meetings, Rts, & Doc Review and Maintenance						160	96					256	\$51,232	\$2,409				40	\$7,045	\$352
D	AE2S	Assistance in Certification of Substantial Completion												0	\$0	\$0				40	\$7,045	\$352
PROJECT TOTALS			62	94	82	132	120	160	96	72	128	94	8	1,048	\$232,180	\$9,862	\$1,285	\$0	\$8,800	7,624	\$1,624,259	\$81,214



Garrison Diversion Conservancy District
Eastern North Dakota Alternate Water Supply I
ENDAWS TO 2650 - BWTP Ct 1, Site and Acces
BV Project No. zzzzzz
Black & Veatch and Consultants

Task	Lead Firm	Position	Sub Consult	Subcon	Expense Detail	Sub Consulta	Subcon	Subcon	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description											
			AET Hours	AET Sub Costs	AET Markup	Ulteig Hours	Ulteig Costs	Ulteig Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES													
1	BV	Task Order Management and Administration	0	\$0	\$0	0	\$0	\$0	\$95,324	416	\$81,548	\$95,324	\$176,872
A	BV	Task Order Setup and Work Plan Development	0	\$0	\$0	0	\$0	\$0	\$9,444	64	\$12,944	\$9,444	\$22,388
B	BV	Task Order Management	0	\$0	\$0	0	\$0	\$0	\$82,566	0	\$0	\$82,566	\$82,566
i	BV	Administer the Task Order (2t, 3d, 1p)	0	\$0	\$0	0	\$0	\$0	\$1,242	132	\$19,328	\$1,242	\$20,570
ii	BV	Manage Subconsultants	0	\$0	\$0	0	\$0	\$0	\$866	92	\$19,960	\$866	\$20,826
iii	BV	Invoicing	0	\$0	\$0	0	\$0	\$0	\$753	80	\$15,188	\$753	\$15,941
C	BV	Communication and Coordination	0	\$0	\$0	0	\$0	\$0	\$452	48	\$14,128	\$452	\$14,580
2		Special and Third-Party Meetings	0	\$0	\$0	0	\$0	\$0	\$20,644	12	\$3,980	\$20,644	\$24,624
A	AE2S	State Engineer and North Dakota State Water Commission (1)	0	\$0	\$0	0	\$0	\$0	\$3,431	1	\$323	\$3,431	\$3,754
B	AE2S	Sheridan County Commissioners (2)	0	\$0	\$0	0	\$0	\$0	\$3,431	1	\$323	\$3,431	\$3,754
C	AE2S	Mclean Sheridan Rural Water District (2)	0	\$0	\$0	0	\$0	\$0	\$3,431	1	\$323	\$3,431	\$3,754
D	AE2S	North Dakota department of Transportation (2)	0	\$0	\$0	0	\$0	\$0	\$3,431	1	\$323	\$3,431	\$3,754
E	AE2S	United States Bureau of Reclamation (2)	0	\$0	\$0	0	\$0	\$0	\$3,460	4	\$1,344	\$3,460	\$4,804
F	AE2S	Other Stakeholders (2)	0	\$0	\$0	0	\$0	\$0	\$3,460	4	\$1,344	\$3,460	\$4,804
3	AE2S	Surveying, On Site Materials Testing, and Field Services	805	\$143,000	\$7,150	145	\$25,000	\$1,250	\$487,938	\$120	\$21,830	\$487,938	\$509,768
A	AE2S	Field Surveying	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Limited Topographic Surveying	0	\$0	\$0	0	\$0	\$0	\$53,460	0	\$0	\$53,460	\$53,460
ii	AE2S	Location Surveys	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	AE2S	Layout Surveying	0	\$0	\$0	0	\$0	\$0	\$201,646	0	\$0	\$201,646	\$201,646
(b)	AE2S	As-Built Surveying	0	\$0	\$0	0	\$0	\$0	\$39,791	0	\$0	\$39,791	\$39,791
B	AE2S	Video Monitoring	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Webcam (N/A by contractor)	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
ii	AE2S	Drone Video	0	\$0	\$0	0	\$0	\$0	\$15,511	0	\$0	\$15,511	\$15,511
C	AET	Independent Construction Materials Testing	805	\$143,000	\$7,150	0	\$0	\$0	\$151,129	104	\$18,520	\$151,129	\$169,649
D	Ulteig	Field Delineation of Wetlands and Consultation	0	\$0	\$0	145	\$25,000	\$1,250	\$26,401	16	\$3,310	\$26,401	\$29,711
4	AE2S	Engineering Services During Construction	0	\$0	\$0	0	\$0	\$0	\$470,655	244	\$73,590	\$470,655	\$544,245
A	AE2S	Monthly Progress Reports (18)	0	\$0	\$0	0	\$0	\$0	\$34,233	20	\$4,820	\$34,233	\$39,053
B	AE2S	Construction Administration Support Services	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Engineer's Staffing During Construction	0	\$0	\$0	0	\$0	\$0	\$1,748	4	\$1,318	\$1,748	\$3,066
ii	AE2S	Contractor's Schedule	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	AE2S	Initial Construction Schedule Review	0	\$0	\$0	0	\$0	\$0	\$1,051	2	\$646	\$1,051	\$1,697
(b)	AE2S	Monthly Construction Schedule Reviews (18)	0	\$0	\$0	0	\$0	\$0	\$10,411	10	\$2,950	\$10,411	\$13,361
iii	AE2S	Contractor's Estimate of Monthly Payments	0	\$0	\$0	0	\$0	\$0	\$651	0	\$0	\$651	\$651
iv	AE2S	Contractor's Guar, Bonds, Test Reports, and Certs	0	\$0	\$0	0	\$0	\$0	\$4,127	0	\$0	\$4,127	\$4,127
v	AE2S	Submittal Reviews (30)	0	\$0	\$0	0	\$0	\$0	\$130,702	64	\$19,696	\$130,702	\$150,398
vi	AE2S	RFPs (4)	0	\$0	\$0	0	\$0	\$0	\$18,200	0	\$0	\$18,200	\$18,200
vii	AE2S	RFIs, Change Order Requests, and Claims	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0

Task	Lead Firm	Position	Sub Consult	Subcon	Expense Detail	Sub Consulta	Subcon	Subcon	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	AET Hours	AET Sub Costs	AET Markup	Ulteig Hours	Ulteig Costs	Ulteig Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
(a)	AE2S	RFIs (5)	0	\$0	\$0	0	\$0	\$0	\$6,316	12	\$3,676	\$6,316	\$9,992
(b)	AE2S	Change Order Requests & Change Orders (10/5)	0	\$0	\$0	0	\$0	\$0	\$28,351	4	\$1,248	\$28,351	\$29,599
(c)	AE2S	Claims (0)	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
viii	AE2S	Field Orders (5)	0	\$0	\$0	0	\$0	\$0	\$16,099	4	\$1,316	\$16,099	\$17,415
ix	AE2S	Contractor Pay Requests (18)	0	\$0	\$0	0	\$0	\$0	\$33,786	0	\$0	\$33,786	\$33,786
x	AE2S	Funding Agency Submittals	0	\$0	\$0	0	\$0	\$0	\$11,712	2	\$646	\$11,712	\$12,358
xi	AE2S	Lien Releases	0	\$0	\$0	0	\$0	\$0	\$1,302	0	\$0	\$1,302	\$1,302
xii	AE2S	Consent Of Surety to Final Payment	0	\$0	\$0	0	\$0	\$0	\$1,302	0	\$0	\$1,302	\$1,302
xiii	AE2S	Conformed to Construction Records Drawings	0	\$0	\$0	0	\$0	\$0	\$35,355	10	\$3,006	\$35,355	\$38,361
C	AE2S	Field Support Services	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Const Progress Meetings and Site Visits (20)	0	\$0	\$0	0	\$0	\$0	\$37,165	0	\$0	\$37,165	\$37,165
ii	AE2S	Discipline-Specific Site Visits (18 AE2S, 4 BV)	0	\$0	\$0	0	\$0	\$0	\$83,489	96	\$29,952	\$83,489	\$113,441
iii	AE2S	Digital Photographic and Video Documentation	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
(a)	AE2S	Pre-Construction Photographs	0	\$0	\$0	0	\$0	\$0	\$761	0	\$0	\$761	\$761
(b)	AE2S	Monthly Photographs	0	\$0	\$0	0	\$0	\$0	\$1,523	0	\$0	\$1,523	\$1,523
(c)	AE2S	Video Documentation	0	\$0	\$0	0	\$0	\$0	\$381	0	\$0	\$381	\$381
iv	AE2S	Punch List	0	\$0	\$0	0	\$0	\$0	\$5,331	0	\$0	\$5,331	\$5,331
v	AE2S	Final Inspection	0	\$0	\$0	0	\$0	\$0	\$4,013	10	\$3,006	\$4,013	\$7,019
vi	AE2S	Warranty Inspection	0	\$0	\$0	0	\$0	\$0	\$2,644	6	\$1,310	\$2,644	\$3,954
5	AE2S	Construction Observation	0	\$0	\$0	0	\$0	\$0	\$827,260	256	\$51,232	\$827,260	\$878,492
A	AE2S	Site Obs & Liaison with Owner & Contractor (Site\Road)	0	\$0	\$0	0	\$0	\$0	\$590,848	0	\$0	\$590,848	\$590,848
B	AE2S	Site Obs & Liaison with Owner & Contractor (Shaft)	0	\$0	\$0	0	\$0	\$0	\$219,209	0	\$0	\$219,209	\$219,209
C	AE2S	Meetings, Rts, & Doc Review and Maintenance	0	\$0	\$0	0	\$0	\$0	\$9,806	256	\$51,232	\$9,806	\$61,038
D	AE2S	Assistance in Certification of Substantial Completion	0	\$0	\$0	0	\$0	\$0	\$7,397	0	\$0	\$7,397	\$7,397
PROJECT TOTALS			805	\$143,000	\$7,150	145	\$25,000	\$1,250	\$1,901,820	1,048	\$232,180	\$1,901,820	\$2,134,000



Garrison Diversion Conservancy District
Eastern North Dakota Alternate Water Supply Project
ENDAWS TO 2650 - BWTP Ct 1, Site and Access Development & Wet Well Excavation, CPS
BV Project No. zzzzzz
AE2S

Task	Lead Firm	Position	PM6	PM5	ENGIV	ENGII	ENGIV	ENGIII	ET3	GISV	PMIV	LSIV	LS2	CSII		COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	
		Task Description	Principal	Project Manager	Civil Engineer	Civil Staff Engineer	Strucutral Engineer	Strucutral Staff Engineer	Strucutral Senior Designer	GIS	Surveyor Manager	Land Surveyor	Land Surveyor	RPR Site/Road	RPR Shaft	Communications	Admin	Sub1 Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense
IV. BASIC SERVICES																							
1	BV	Task Order Management and Administration	128	136	0	0	0	0	0	0	0	0	0	0	0	0	32	296	\$87,056	\$0	\$0	\$0	\$0
A	BV	Task Order Setup and Work Plan Development	8	16													8	32	\$8,421				\$0
B	BV	Task Order Management	120	120													24	264	\$78,634				\$0
i	BV	Administer the Task Order (2t, 3d, 1p)																0	\$0				\$0
ii	BV	Manage Subconsultants																0	\$0				\$0
iii	BV	Invoicing																0	\$0				\$0
C	BV	Communication and Coordination																0	\$0				\$0
2	BV	Special and Third-Party Meetings	24	24	0	24	0	0	0	0	0	0	0	0	0	0	0	72	\$19,554	\$0	\$0	\$0	\$0
A	AE2S	State Engineer and North Dakota State Water Commission (	4	4		4												12	\$3,259				\$0
B	AE2S	Sheridan County Commissioners (2)	4	4		4												12	\$3,259				\$0
C	AE2S	McLean Sheridan Rural Water District (2)	4	4		4												12	\$3,259				\$0
D	AE2S	North Dakota department of Transportation (2)	4	4		4												12	\$3,259				\$0
E	AE2S	United States Bureau of Reclamation (2)	4	4		4												12	\$3,259				\$0
F	AE2S	Other Stakeholders (2)	4	4		4												12	\$3,259				\$0
3		Surveying, On Site Materials Testing, and Field Services	24	32	16	40	0	0	0	40	56	560	480	0	0	80	0	1,328	\$251,378	\$17,800	\$6,248	\$20,200	\$44,248
A	AE2S	Field Surveying																0	\$0				\$0
i	AE2S	Limited Topographic Surveying	8	8							8	96	96					216	\$41,274	\$ 4,800.00	\$1,000	\$ 3,840.00	\$9,640
ii	AE2S	Location Surveys																0	\$0				\$0
(a)	AE2S	Layout Surveying	8	8		40					40	384	384					864	\$159,436	\$ 12,000.00	\$ 5,248.00	\$ 15,360.00	\$32,608
(b)	AE2S	As-Built Surveying	8	16	16					40	8	80						168	\$37,896				\$0
B	AE2S	Video Monitoring																0	\$0				\$0
i	AE2S	Webcam (N/A by contractor)																0	\$0				\$0
ii	AE2S	Drone Video														80		80	\$12,772	\$1,000		\$1,000	\$2,000
C	AET	Independent Construction Materials Testing																0	\$0				\$0
D	Ulteig	Field Delineation of Wetlands and Consultation																0	\$0				\$0
4		Engineering Services During Construction	70	350	370	510	136	260	100	0	0	0	0	0	0	80	12	1,888	\$432,952	\$3,500	\$0	\$0	\$3,500
A	AE2S	Monthly Progress Reports (18)		40		40										80		160	\$32,424				\$0
B	AE2S	Construction Administration Support Services																0	\$0				\$0
i	AE2S	Engineer's Staffing During Construction	2	2		2												6	\$1,629				\$0
ii	AE2S	Contractor's Schedule																0	\$0				\$0
(a)	AE2S	Initial Construction Schedule Review		2		2												4	\$983				\$0
(b)	AE2S	Monthly Construction Schedule Reviews (18)		20		20												40	\$9,826				\$0
iii	AE2S	Contractor's Estimate of Monthly Payments		2														2	\$620				\$0
iv	AE2S	Contractor's Guar, Bonds, Test Reports, and Certs		8		8												16	\$3,930				\$0
v	AE2S	Submittal Reviews (30)	24	60	140	140	30	140										534	\$123,905				\$0
vi	AE2S	RFPs (4)		8	20	20	8	20										76	\$17,333				\$0
vii	AE2S	RFIs, Change Order Requests, and Claims																0	\$0				\$0
(a)	AE2S	RFIs (5)		8		8	8											24	\$5,908				\$0
(b)	AE2S	Change Order Requests & Change Orders (10/5)		20	20	60	20											120	\$26,965				\$0
(c)	AE2S	Claims (0)																0	\$0				\$0
viii	AE2S	Field Orders (5)		10	10	40	10											70	\$15,296				\$0

Task	Lead Firm	Position	PM6	PM5	ENGIV	ENGII	ENGIV	ENGIII	ET3	GISV	PMIV	LSIV	LS2	CSII		COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	
		Task Description	Principal	Project Manager	Civil Engineer	Civil Staff Engineer	Structural Engineer	Structural Staff Engineer	Structural Senior Designer	GIS	Surveyor Manager	Land Surveyor	Land Surveyor	RPR Site\Road	RPR Shaft	Communications	Admin	Sub1 Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense
ix	AE2S	Contractor Pay Requests (18)		40	80													120	\$32,177				\$0
x	AE2S	Funding Agency Submittals		20		20											12	52	\$11,136				\$0
xi	AE2S	Lien Releases		4														4	\$1,240				\$0
xii	AE2S	Consent Of Surety to Final Payment		4														4	\$1,240				\$0
xiii	AE2S	Conformed to Construction Records Drawings		4		100			100									204	\$33,582				\$0
C	AE2S	Field Support Services																0	\$0				\$0
i	AE2S	Const Progress Meetings and Site Visits (20)	16	40	20	20	20	20										136	\$35,395				\$0
ii	AE2S	Discipline-Specific Site Visits (18 AE2S, 4 BV)	24	40	80		40	80										264	\$67,049	\$2,000			\$2,000
iii	AE2S	Digital Photographic and Video Documentation																0	\$0				\$0
(a)	AE2S	Pre-Construction Photographs				4												4	\$725				\$0
(b)	AE2S	Monthly Photographs				8												8	\$1,450				\$0
(c)	AE2S	Video Documentation				2												2	\$363				\$0
iv	AE2S	Punch List	2	8		8												18	\$4,577	\$500			\$500
v	AE2S	Final Inspection	2	6		4												12	\$3,232	\$500			\$500
vi	AE2S	Warranty Inspection		4		4												8	\$1,965	\$500			\$500
5		Construction Observation	0	0	0	0	0	0	0	0	0	0	0	2,960	1,080	0	0	4,040	\$711,565	\$40,358	\$30,769	\$2,880	\$74,007
A	AE2S	Site Obs & Liaison with Owner & Contractor (Site\Road)												2,880				2,880	\$507,254	\$ 30,199.50	\$ 22,377.60	\$ 2,880.00	\$55,457
B	AE2S	Site Obs & Liaison with Owner & Contractor (Shaft)													1,080			1,080	\$190,220	\$10,158	\$8,392	\$0	\$18,550
C	AE2S	Meetings, Rts, & Doc Review and Maintenance												40				40	\$7,045				\$0
D	AE2S	Assistance in Certification of Substantial Completion												40				40	\$7,045				\$0
PROJECT TOTALS			246	542	386	574	136	260	100	40	56	560	480	2,960	1,080	160	44	7,624	\$1,502,504	\$61,658	\$37,017	\$23,080	\$121,755

Task	Lead Firm	Position	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Sub1 Level of Effort (hrs)	Sub1 Labor Cost	Direct Expense	Fee
ix	AE2S	Contractor Pay Requests (18)	120	\$32,177	\$0	\$32,177
x	AE2S	Funding Agency Submittals	52	\$11,136	\$0	\$11,136
xi	AE2S	Lien Releases	4	\$1,240	\$0	\$1,240
xii	AE2S	Consent Of Surety to Final Payment	4	\$1,240	\$0	\$1,240
xiii	AE2S	Conformed to Construction Records Drawings	204	\$33,582	\$0	\$33,582
C	AE2S	Field Support Services	0	\$0	\$0	\$0
i	AE2S	Const Progress Meetings and Site Visits (20)	136	\$35,395	\$0	\$35,395
ii	AE2S	Discipline-Specific Site Visits (18 AE2S, 4 BV)	264	\$67,049	\$2,000	\$69,049
iii	AE2S	Digital Photographic and Video Documentation	0	\$0	\$0	\$0
(a)	AE2S	Pre-Construction Photographs	4	\$725	\$0	\$725
(b)	AE2S	Monthly Photographs	8	\$1,450	\$0	\$1,450
(c)	AE2S	Video Documentation	2	\$363	\$0	\$363
iv	AE2S	Punch List	18	\$4,577	\$500	\$5,077
v	AE2S	Final Inspection	12	\$3,232	\$500	\$3,732
vi	AE2S	Warranty Inspection	8	\$1,965	\$500	\$2,465
5		Construction Observation	4,040	\$711,565	\$74,007	\$785,572
A	AE2S	Site Obs & Liaison with Owner & Contractor (Site\Road)	2,880	\$507,254	\$55,457	\$562,712
B	AE2S	Site Obs & Liaison with Owner & Contractor (Shaft)	1,080	\$190,220	\$18,550	\$208,770
C	AE2S	Meetings, Rts, & Doc Review and Maintenance	40	\$7,045	\$0	\$7,045
D	AE2S	Assistance in Certification of Substantial Completion	40	\$7,045	\$0	\$7,045
PROJECT TOTALS			7,624	\$1,502,504	\$121,755	\$1,624,259

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

NEED AND BENEFIT

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

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

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

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

TASK ORDER SUMMARY

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

Basic Services:

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

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

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

Task Order Effective Date: August 1, 2026

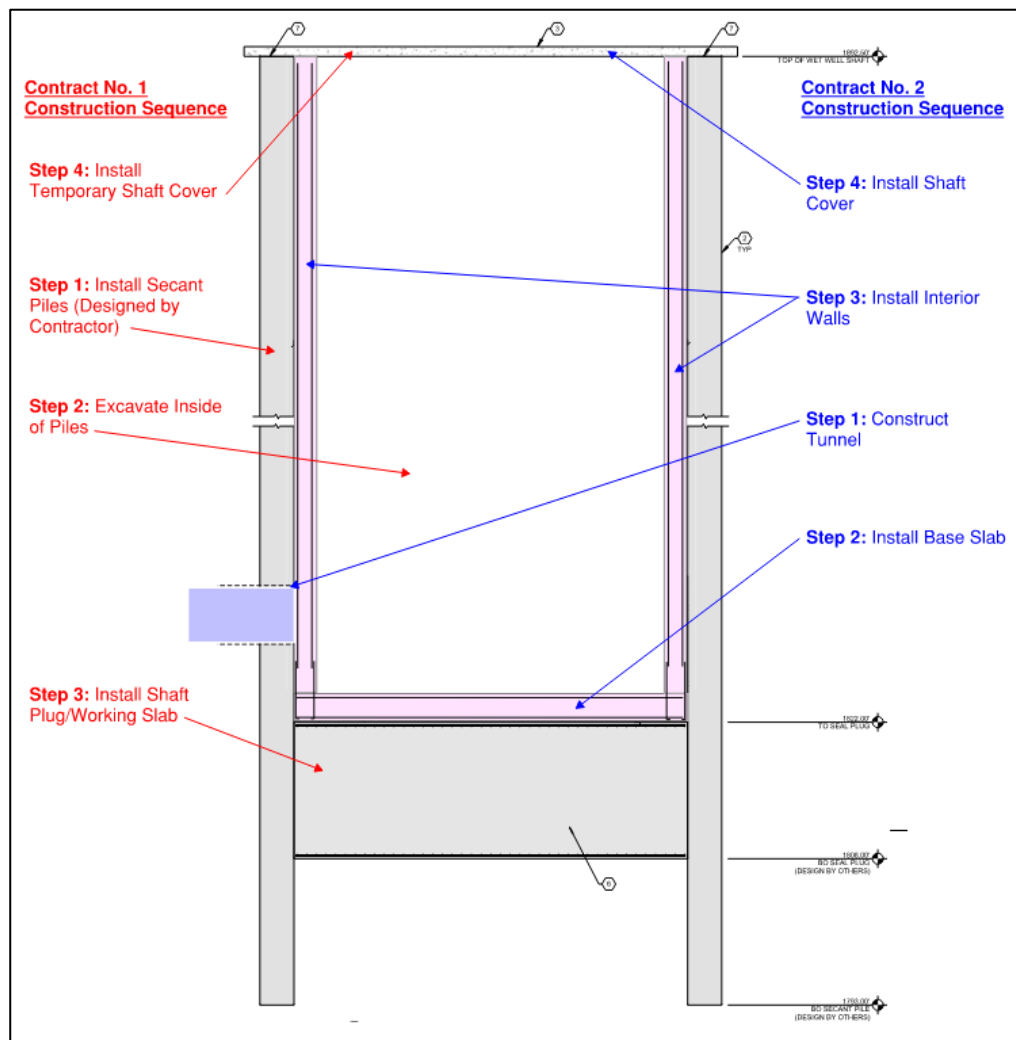
TASK ORDER EXECUTIVE SUMMARY

PROJECT OVERVIEW

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

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

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

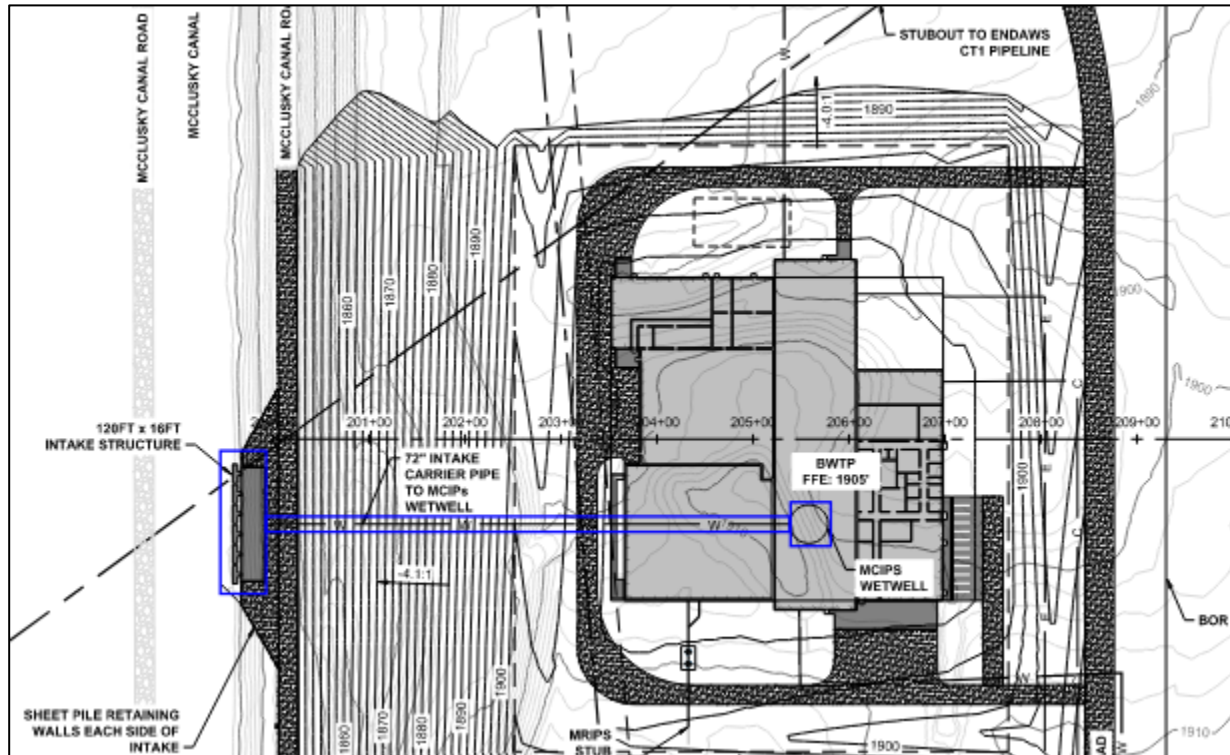


ENDAWS Task Order 2360 – Biota Water Treatment Plant Contract 2
Intake, Tunnel, and Wet Well Liner
Final Design and Bidding Assistance

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

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



PROJECT SCHEDULE

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



Black & Veatch Corporation

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

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

Funding Sources – Federal MR&I Grant; 2025-27 Biennium State; Series F Local
2025-27 Biennium Workplan Item No. 9

Effective Date – August 1, 2026

Content of this Task Order is as follows:

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XII. ACCEPTANCE.....	16

I. PROJECT BACKGROUND

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

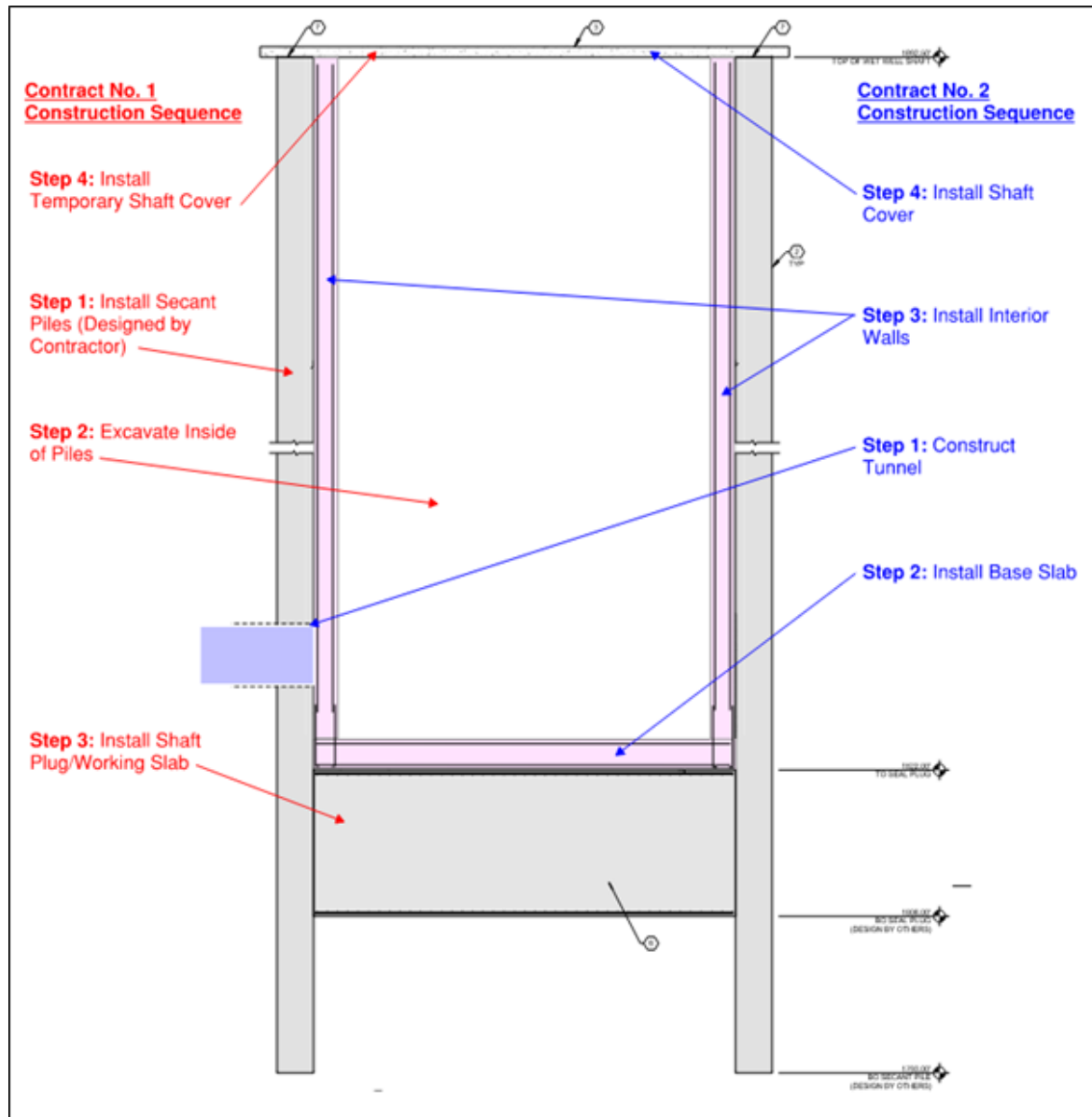
of decision being signed for the ENDAWS portion. As such, Reclamation is a stakeholder for this project and coordination with them is presumed throughout the effort.

3. Professional services for planning, design, and construction of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction.
 - A. Preliminary Design for the McClusky Canal Intake (MCI) and McClusky Canal Intake Pumping Station (MCIPS); the Biota Water Treatment Plant (BWTP) and McClusky Main Pumping Station (MMPS); and Ground Storage Reservoirs (GSRs) were previously authorized under Task Orders 2250, 3210, and 4250, respectively. A Preliminary Design Report (PDR) for the ENDAWS facilities, completed in 2Q26, will serve as the basis for the final design work in this Task Order.
 - B. Final Design and Bidding Assistance for the MCIPS shaft/wet well, access road for use by construction vehicles for the MCIPS and BWTP sites, and mass grading of the BTWP site was previously authorized under Task Order 2350 (MCIPS Shaft/Wet Well Excavation and Site Development Contract 1). Contract Documents (CDs) suitable for public advertising and bidding were developed for shaft/wet well and site-civil improvements. Task Order 2350's services carried bidding assistance through the pre-construction meeting.
 - C. Geotechnical explorations and reporting of the in-situ soil conditions were completed under Task Order 2550 and supplemental borings were completed under Task Order 3220. A geotechnical exploration report was prepared following soil borings and laboratory analysis of soil samples taken. Initial development of the geotechnical data report (GDR) and geotechnical baseline report (GBR) for the shaft/wet well and tunnel elements are being performed under Task Order 3220.
 - D. Construction Phase Services for the MCIPS Shaft/Wet Well Excavation and Site Development Contract 1 is authorized under Task Order 2650.

II. TASK ORDER OBJECTIVES

1. The Owner's implementation schedule for the 2025-27 biennium includes the design of the MCIPS intake, tunnel, and shaft/wet well liner. Figure 1 shows a section of the shaft/wet well delineating the excavation support system built under Contract 1 and the shaft/wet well liner included in Contract 2
2. Once designed, Engineer will deliver biddable CDs to Garrison Diversion so the Project (Contract 2) can be built under a future construction contract. The MCIPS intake and tunnel were designed to an approximate 30-percent completion level under Task Order 2250 discussed above.
3. A preliminary sheet list identifying the drawings to be produced under this Task Order is included as Attachment A.
4. A preliminary specification list, including front-end or Division 0 sections identifying specifications to be produced under this Task Order, is included as Attachment B.

Figure 1 Section of Shaft/Wet Well with Contracts 1 and 2 Work Elements



5. Services under this Task Order will include finalization of the GDR and GBR. The GDR and GBR findings and conclusions will be based on the information gathered from previously completed soil boring and laboratory analysis conducted under Task orders 2550 and 3220. Engineer will use their professional judgement to establish baseline subsurface conditions at the location of the intake, along the tunnel alignment, and at the MCIPS shaft/wet well. The GDR and GBR will become Contract Documents. Contractors will use the baselines established in the GBR as an assumption on which to base their bids.

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 design services associated with development of CDs for installation of a tunnel from the MCIPS shaft/wet well excavation, construction of the shaft/wet well liner, and construction of an intake structure on the bank of the McClusky Canal.
3. Construction Procurement. CDs developed by Engineer will be of sufficient detail for the Owner to obtain bids through a conventional bidding process (design-bid-build). The Work will be built under a single construction contract by one Contractor.
4. Work outside Basic and Special Services. Engineer agrees to provide the Basic Services and Special Services identified herein. Work not specifically discussed herein as part of Basic Services or Special Services is considered Additional Services. Additional Services will only be performed with proper separate authorization such as an amendment to this Task Order or a new separate Task Order.
5. Capital Cost Opinions. All opinions of probable construction cost developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R about methodology and accuracy. The cost opinions' level of accuracy presented by Engineer for the various deliverables will be as noted in subsequent paragraphs of this Task Order under Basic Services.
6. Document Production Standards and Procedures. Engineer will prepare CDs using the most current version of the three-part Construction Specifications Institute (CSI) MasterFormat for technical specifications; Engineer's drawing standards; and Engineer's design procedures and criteria, AutoCAD drafting standards, and standard construction details.
7. Explicit Responsibilities. Basic Services and Special Services explicitly set forth the services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
8. 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, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Special Project and Third-Party Meetings
- Task 3 – Land Services
- Task 4 – Field Services
- Task 5 – Final Design Services
- Task 6 – Bidding Assistance

1. Task 1 – Task Order Management and Administration

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

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

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

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

- A. Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Meeting with the Owner and consultants to review the overall approach to the Work and the included scope elements, the schedule by which the Work will be prosecuted, and other relevant coordination and management items necessary for a successful outcome.
- B. Third-Party Meetings
 - i. Stakeholder Meetings. Engineer will attend and present Project information as follows:
 - (a) Two meetings with the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC) or LAWA Board meeting. One meeting is assumed to be in person and one will be virtual.
 - (b) Two meetings with Garrison Diversion's Red River Valley Committee or Executive Committee. One meeting is assumed to be in person and one will be virtual.

- ii. Design Coordination Meetings. Engineer will schedule and meet with the following agencies. Unless noted otherwise, all meetings are assumed to be virtual. Engineer will provide summary notes.

- (a) Three meetings with the Bureau of Reclamation.
- (b) Two meetings with NDDOT regarding construction access from North Dakota Highway 200.
- (c) Two meetings will be held with the Sheridan County Commission or their designated representative(s) and other county entities for approval of construction haul roads and other construction related items. These meetings for the purposes of fee estimation are assumed to be in person.
- (d) Two meetings with other impacted utilities or stakeholders.

3. Task 3 – Land Services

The purpose of the Land Services task is to secure access to the site so that necessary field work and future construction can proceed. Land acquisition services are included in previously signed Task Orders 7410, 7420, and 3210. No additional land acquisition work is anticipated.

- A. GIS Support. Miscellaneous GIS support for the development of figures and data to support meetings with impacted utilities, landowner, and other stakeholders will be provided under this task.

4. Task 4 – Field Services

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

- A. Limited Topographic Survey. Engineer will provide field topographic surveys for supplemental data needed for final design.
- B. Site Visits. Engineer will make visits to the site for the purpose of collecting supplemental information and other data to support the final design efforts.
- C. Plan-In-Hand Reviews. Engineer will visit the tunnel alignment and the proposed construction staging areas after completing the 60- and 90-percent deliverables. The purpose of these sites visits is to verify facility layout and design details, evaluate potential constructability issues, help to identify conflicts, etc.

5. Task 5 – Final Design Services

The purpose of final design is to develop CDs for the MCIPS intake shaft/wet well liner, and tunnel, which the Owner will select a Contractor to build the desired facilities. Engineer will provide final design services and CDs for the MCIPS intake, shaft/wet well liner, and tunnel as

defined in the ENDAWS PDR. The CDs will be prepared for the purposes of obtaining competitive bids, selection of the lowest and best bid, and construction of the Work. Intermediate deliverables will be prepared and submitted to the Owner upon achievement of 60- and 90-percent design completion. Final CDs will be prepared for bidding purposes.

- A. Design Team Conference Calls. Engineer will schedule and lead conference calls with the Owner and their team. Calls will be scheduled, and content organized to coincide with other Task Orders for efficient utilization of staff time.
 - i. Owner Conference Calls (up to twelve calls will be held). Engineer will conduct bi-weekly conference calls with the Owner to review overall progress, exchange ideas and information, and coordinate activities.
 - ii. Task Order Coordination Calls (up to twelve calls will be held). Engineer will plan and take part in monthly coordination conference calls with tasks leaders of other Task Orders to share progress and conclusions such that efforts are coordinated.
- B. Geotechnical Reports. The following geotechnical reports and memoranda will be prepared during final design activities.
 - i. Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR). Engineer developed a preliminary GBR and GDR under previously authorized Task Order 3220 for the MCIPS intake screen structure and tunnel. The GBR will be finalized so that it can be used as a CD. It is assumed that minor revisions will be needed for the GDR and GBR to be incorporated into the Project's design process.
 - ii. Geotechnical Design Memorandum. Engineer will develop a memorandum for internal use by Engineer and Consultants that contains design requirements and geotechnical recommendations for the MCIPS intake structural foundation and tunnel design and construction. The geotechnical design memorandum will not be made available to bidders.
- C. Corrosion Protection System Evaluation. Engineer will formulate an approach and develop in detail a corrosion protection system for the Project. Engineer will evaluate the data coming from corrosivity testing completed and reported under Task Orders 3210 and 3220. From this information, develop drawings and specifications for the corrosion protection system incorporating them into the CDs. Drawings and specifications will be developed for 60- and 90--percent, and Final deliverables. The 60-percent deliverable consists of the design of essential components of the corrosion protection system. Final client comments will be incorporated into the Final deliverable.
 - i. Design Memorandum. Prepare a draft and final corrosion protection system technical memorandum.
 - ii. Final Design Services. Prepare and deliver the design of essential corrosion protection system components.
- D. Front-End Documents Customization

- i. Prepare and deliver draft front-end documents using standard documents of the Engineers Joint Contract Document Committee (EJCDC) and Engineer's standard supplements, including general conditions and special conditions. Front-end documents will incorporate Reclamation requirements for Federal projects.
 - ii. Conduct a review conference call with Owner to discuss and receive comments on the draft front-end documents.
 - iii. Revise front-end documents addressing Owner's comments and incorporate modifications, if any, into subsequent CD deliverables.
- E. Permitting. This subtask encompasses applicable governmental approvals, including counties, townships, and utility permits and approvals necessary to construct the facilities. The facilities will comply with overall Federal permit requirements.
- i. Engineer will obtain in conjunction with the Owner necessary approvals from the appropriate utilities, city, county, and state agencies having authority over the Work.
 - ii. Engineer will prepare a permitting schedule identifying action items, decision points, milestones, reviews, and approvals required to complete permitting. Engineer will communicate status of permits to Owner.
 - iii. Contractor-Provided Permits. Engineer will provide in the CDs a list of the permits that must be obtained by the Contractor. Based upon preliminary design, it is understood that the following permits, at a minimum, will be the responsibility of the Contractor:
 - Erosion and sediment control
 - Land disturbance
 - Stormwater
 - Dewatering operations discharge
 - iv. Owner-Provided Permits
 - (a) Engineer will aid the Owner in obtaining the following permits from government agencies, North Dakota Department of Transportation (NDDOT), utilities, pipeline companies, and other entities as noted below:
 - NDDOT access
 - County and township conditional use
 - County road closing/detours
 - Local electric, telecommunications, or other crossings (up to three separate utility permits are included)
 - (b) Assistance provided by Engineer for the above listed permits will include:

- (i) Preparation of applications, exhibits, drawings, and specifications ready for the Owner's execution and transmittal.
- (ii) Furnishing additional information about the Project's design as required by the permitting authority.

F. 60-percent CDs (Level 2 Design)

- i. The Level 2 design will commence after the Owner accepts the preliminary design set forth in the ENDAWS PDR.
- ii. The content of Level 2 deliverables is as follows:
 - General drawings,
 - Plan and section drawings,
 - Draft technical specifications,
 - Draft GBR,
 - Draft corrosion protection system technical memorandum,
 - Constructability review results,
 - Opinion of probable construction cost update,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.
- iii. Provide technical specifications and drawings for Owner review.
- iv. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log distributed to meeting attendees.
- v. Revise documents as necessary to reflect decisions taken at this level incorporating design modifications into subsequent deliverables.

G. 90-percent CDs (Level 3 Design)

- i. The Level 3 design will commence after the Owner has accepted Level 2 deliverables. The content of the Level 3 deliverables is as follows:
 - Final draft drawings review set,
 - Final draft technical specifications review set,
 - Front-end documents review set,
 - Final draft GBR,
 - Final draft corrosion protection system technical memorandum,
 - Opinion of probable construction cost update,
 - Constructability review results,
 - Internal quality control review and refinement,
 - QA/QC plan and log update, and
 - Task Order schedule update.

- ii. Provide specifications and drawings for Owner review.
 - iii. Attend a meeting with the Owner to receive and discuss the Owner's review comments. Document the comments received in a log distributed to meeting attendees.
 - iv. Revise documents according to mutual agreement reflecting decisions taken at this level incorporating design modifications into subsequent deliverables.
- H. 100-percent CDs. Prepare CDs starting from the Level 3 design. These documents will include comments received from the Owner. Deliverables include the following:
- Drawings
 - Technical specifications
 - Front-end documents
 - Updated opinion of probable construction cost
- I. Final Sealed and Signed CDs
- i. Preparation of the Final CDs will commence after the Owner has accepted 100-percent deliverables.
 - ii. Provide the Owner with a record copy of Final CDs that are sealed, signed, and dated by the Engineer of Record.
- J. Opinions of Probable Construction Costs (aka Cost Opinions or Cost Estimates). Engineer will update the cost opinion presented in the ENDAWS PDR at the various stages of final design, submitting updates for the Owner's information and use as follows:
- i. Sixty percent Cost Opinion. After transmitting the 60-percent deliverable, update the cost opinion commensurate with an AACE Class 3 estimate. The expected accuracy will be -10 to -20 percent on the low end and the expected accuracy on the high end will be from +10 to +30 percent.
 - ii. Ninety percent Cost Opinion. After transmittal of the 90-percent deliverable, update cost opinion with an accuracy commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
 - iii. Final Cost Opinion. After transmittal of final deliverable, update cost opinion commensurate with an AACE Class 2 estimate. The expected accuracy will be -5 to -15 percent on the low end and the expected accuracy on the high end will be from +5 to +20 percent.
- K. Quality Control. Engineer will provide QA/QC services necessary for execution of the Task Order. QA/QC reviews will be provided for each deliverable furnished. Engineer or consultant's independent senior staff will complete reviews. Engineer will log QA/QC reviews and maintain records of said reviews in their files. In addition, Engineer will log comments received from the Owner and provide a log of comments and Engineer responses for the following events:

- 60-percent CDs
- Draft front-end documents
- 90-percent CDs

- L. Engineer's services under the Final Design Phase will be considered complete on the date when the final design submittals identified in the Deliverables paragraphs are provided.

6. Task 6 – Bidding Assistance

A. Advertisement and Bid Letting

- i. Finalize Front-End Documents. Finalize front-end documents incorporating information as it relates to the bid letting date, location, time, and other necessary information.
- ii. Invitation to Bid. Provide Owner the Invitation to Bid, which Owner will have published in Owner-selected publications. Identify potential contractors and suppliers and distribute copies of the Invitation to Bid electronically.
- iii. Production of Contract Documents. Produce digital copies of CDs, addenda, and geotechnical reports for Owner's use and distribution.
- iv. Pre-bid Conference. Conduct, at a date and time selected, a virtual pre-bid conference to:
 - (a) Confirm the types of information required by the CDs and the format in which bids must be presented.
 - (b) Review special CD requirements and CDs in general.
 - (c) Receive requests for interpretations for which responses will be issued to plan holders via addendum.
 - (d) Prepare agenda for pre-bid conference; issue to plan holders and pre-bid conference attendees along with the pre-bid meeting sign-in sheet.
- v. Interpretation of Bidding Documents. Interpret bidding documents; prepare and issue up to two addenda to the CDs, as required. More addenda will be provided as Additional Services.
- vi. Update cost opinion and furnish Engineer's cost opinion to the Owner for its use at the bid opening.
- vii. Bid Opening. Assist Owner with the bid opening after bids are received. Make a preliminary tabulation of bids, and review questionnaires, qualifications information, and bids for completeness.

- B. Pre-award Services. The level of effort for pre-award services involving a well-qualified bidder and suppliers will be of a limited nature with the level of effort as stipulated in Attachment B – Engineering Fee Estimate Worksheet(s).

- i. Questionnaire(s). Examine questionnaire(s) to identify any supplier whose equipment or material may not conform to the CDs. This examination will be based on the knowledge and experience of the Engineer.
 - ii. Qualifications of Apparent Successful Bidder. Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include financial resources, and a check of up to five references from completed projects similar in size and character.
 - iii. Bid Tabulations. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make a written recommendation to the Owner concerning contract award.
 - iv. Services include a review of the Contractor's bonds and forwarding to the Owner for approval; furnishing the Contractor unsigned CDs; and transmitting the CDs to the Owner and Contractor. Engineer's review is only for the purpose of determining if the Contractor provided the required bonds; it is not a legal review to determine if Contractor is compliant with CD requirements.
- C. Post-award Services. Engineer will provide the following services after the Owner issues the Notice of Award.
- i. Prepare Issued-for-Construction CDs. Engineer will incorporate drawing, specification, and geotechnical data and baseline report items made by addendum during the bidding phase, as applicable, into the native files (i.e., AutoCAD, Revit, Word, or Excel files, as applicable) before construction begins. Once addenda items have been incorporated, Engineer will produce and transmit Issued-for-Construction CDs electronically and in hardcopy format, if requested and up to eight copies) to Owner and Contractor for use during construction. Engineer will provide electronic Issued-for-Construction CD files in bookmarked pdf format.
 - ii. Schedule and Moderate Preconstruction Conference. Conduct a preconstruction conference at a date and time selected by and at a facility provided by Owner. Engineer will prepare an agenda to include, but not limited to, meeting topics such as:
 - Discussion of Contractor's tentative schedule,
 - Procedures for transmittal and review of Contractor's submittals,
 - Payment request processing and Owner payments,
 - Critical work sequencing,
 - Change order requests and change orders,
 - Field orders / work change directives,
 - Record drawings, and
 - Contractor's responsibilities for safety and first aid.

Engineer will prepare and distribute minutes.

- iii. Obtain Drone-Based Video. Prior to issuance of the Contractor's notice to proceed Engineer will make an aerial record of the roads and BWTP site documenting existing pre-construction conditions. Produce aerial drone-based videos of the construction

job site using a 12-megapixel minimum resolution camera. Provide a drone and operator with proper certifications and licenses for both Federal and local authorities. Drone video will be collected as follows:

- (a) Pre-Construction conditions immediately prior to start of construction.
- (b) Construction documentation will be completed via flights under a future construction phase services task order.

Bidding Assistance will be considered complete upon issuance of a construction notice to proceed, commencement of construction, or upon cessation of negotiations with prospective Contractors.

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.

1. Task 1 – Project Management
 - A. Baseline Schedule and updates (electronic pdf files)
2. Task 2 – Special Project and Third-Party Meetings. Meeting agenda (included with MS Outlook meeting invitations) and notes (electronic pdf files)
3. Task 3 – Land Services
 - A. GIS data and figures as requested by the Owner.
4. Task 4 – Field Services
 - A. Updated survey drawings (electronic pdf file)
5. Task 5– Final Design Phase
 - A. Meeting/conference call agenda and notes (electronic pdf files)
 - B. Draft front-end documents (single hard copy and electronic pdf file)
 - C. Level 2 CDs (single hard copy and electronic pdf files)
 - D. Draft GDR (single hard copy and electronic pdf file)
 - E. Draft GBR (single hard copy and electronic pdf file)
 - F. Draft corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - G. Level 2 cost opinion (electronic pdf file)

- H. Level 2 Owner review comments log (electronic pdf file)
 - I. Level 3 CDs (single hard copy and electronic pdf files)
 - J. Revised GDR (single hard copy and electronic pdf file)
 - K. Revised GBR (single hard copy and electronic pdf file)
 - L. Revised corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - M. Level 3 cost opinion (electronic pdf file)
 - N. Level 3 Owner review comments log (electronic pdf file)
 - O. Final CDs (single hard copy and electronic pdf files)
 - P. Final GDR (single hard copy and electronic pdf file)
 - Q. Final GBR (single hard copy and electronic pdf file)
 - R. Final corrosion protection system technical memorandum (single hard copy and electronic pdf file)
 - S. Final cost opinion (electronic pdf file)
6. Task 6 – Bidding Services
- A. Invitation to Bid (electronic Word and pdf files)
 - B. Issued-for-Bid CDs, including associated geotechnical reports (electronic pdf files)
 - C. Pre-bid Conference Agenda (electronic pdf file)
 - D. Opinion of Probable Construction Cost (electronic pdf file)
 - E. Bid Tab – Summary and Detail (electronic Excel and pdf file)
 - F. Recommendation of Award (electronic pdf file)
 - G. Notice of Award form (electronic Word file)
 - H. Agreement, Performance Bond, and Payment Bond forms (electronic Word files)
 - I. Issued-for-Construction CDs (hard copies and electronic pdf files)
 - J. Pre-construction Conference Agenda/Minutes (electronic pdf files)
 - K. Drone video (electronic files)
 - L. Notice to Proceed form (electronic Word file)

VII. ADDITIONAL SERVICES

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

1. The fee specifically excludes any fees associated with permits.
2. The fee specifically excludes any subsurface utility locates for existing utilities that may be located on or adjacent to the site.

VIII. SPECIAL RESPONSIBILITIES OF OWNER

1. Interim Deliverable Review Requirements. Owner commits to review periods for interim deliverables of no more than thirty calendar days after receipt of deliverables from Engineer. A review meeting will be scheduled and conducted by Engineer no more than fourteen calendar days after receipt of Owner review comments, unless a mutually agreed upon date outside this schedule window is selected.
2. Permit Application Fees. Owner agrees to pay directly to the permitting organization all necessary fees to secure applicable permits, except those permits required to be obtained by the Contractor.

IX. FEE

The total fee for Basic Services provided under this Task Order is One Million Twenty-Six Thousand Dollars (\$1,026,000).

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

X. PERFORMANCE SCHEDULE

This Task Order will be completed by May 31, 2027. Bidding of this Work is planned in the 2027-2029 biennium.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

DRAFT

ATTACHMENT A

PRELIMINARY SHEET LIST

Drawing Discipline	Sheet Count
General	5
Demolition	1
Civil	10
Civil Tunnel	10
Structural	12
Total	38

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ATTACHMENT B

PRELIMINARY SPECIFICATION LIST

CSI Division	Spec Count
Division 0	16
Division 1	18
Division 2	2
Division 3	8
Division 5	4
Division 8	1
Division 9	2
Division 10	1
Division 13	1
Division 31	14
Division 32	3
Division 33	6
Division 35	1
Division 40	6
Division 46	1
Appendix	4
Total	88

ATTACHMENT C
ENGINEERING FEE WORKSHEET

DRAFT



Garrison Diversion Conservancy District

Eastern North Dakota Alternate Water Supply Project

ENDAWS TO 2360 - BWTP Ct 2, Intake, Tunnel, & Wet Well Liner, Design & Bidding Assistance

BV Project No. zzzzzz

Black & Veatch and Consultants

Task	Lead Firm	Position	PMS	PM	DES	DE1	DE2	DE3	SE1	SE2	CADS	CAD1	CAD2	CMS	TM1	TM2	PA2	ADM2	QC2	QC2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail
		Task Description	Project Manager Sr	Project Manager 1	Engineering Manager 1	Technical Expert	Design Engineer Sr	Design Engineer 1	Design Engineer 3	Staff Engineer 1	BIM-3D Technician 2	CAD Technician Sr	CAD Technician 1	CAD Technician 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Travel Expense
IV. BASIC SERVICES																										
1	BV	Task Order Management and Administration	24	50	48	0	0	0	0	0	0	0	0	0	0	0	40	56	56	4	0	278	\$59,674	\$2,616	\$0	\$0
A	BV	Project Management	8	24	16												16	16	8	4		92	\$21,396	\$866		
B	BV	Administration															24	24	24			72	\$10,536	\$678		
C	BV	Invoicing	8	8														16				32	\$7,352	\$301		
D	AE2S	Schedule Updates	4	6	8																	18	\$5,378	\$169		
E	BV	Management of Subconsultants	4	12	24														24			64	\$15,012	\$602		
2		Special and Third-Party Meetings	10	8	8	0	4	0	0	0	0	2	0	0	0	0	0	0	0	0	0	32	\$9,646	\$302	\$0	\$0
A	BV	Task Order Initiation Meeting	2	4	4		4					2										16	\$4,618	\$151		
B	BV	Third Party Meetings																				0	\$0	\$0		
i	BV	Stakholder Meetings	4																			4	\$1,344	\$38		
ii	BV	Design Coordination Meetings	4	4	4																	12	\$3,684	\$113		
3	AE2S	Land Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
A	AE2S	GIS Support																				0	\$0	\$0		
4	AE2S	Field Services	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$2,096	\$75	\$0	\$1,800
A	AE2S	Limited Topographic Survey																				0	\$0	\$0		
B	AE2S	Site Visits			8																	8	\$2,096	\$75		\$1,800
C	AE2S	Plan-In-Hand Reviews																				0	\$0	\$0		
5	BV	Final Design Services	28	100	218	54	212	232	0	400	6	74	120	108	24	40	0	0	0	0	60	1,676	\$388,648	\$15,769	\$4,845	\$3,600
A	BV	Design Team Conference Calls	12	24	24	4	12	12		12		8										108	\$29,552	\$1,016		
B	BV	Geotechnical Baseline Report & Data Report		2	4	4	4			8												22	\$5,518	\$207		
C	BV	Geotechnical Design Memorandum		2	4	8	24			24												62	\$15,390	\$583		
D	BV	Corrosion Protection System Evaluation			2		8			8												18	\$4,212	\$169		
E	AE2S	Front End Documents Customization	2	8	4		4															18	\$5,484	\$169		
F	AE2S	Permitting																				0	\$0	\$0		
G	Dual	60-Percent CDs (Level 2 Design)	2	16	60	8	72	120		160	4	40	64	64								610	\$130,976	\$5,740	\$4,845	\$3,600
H	Dual	90-Percent CDs (Level 3 Design)	2	16	80	8	32	60		80	2	20	32	32								364	\$81,644	\$3,425		
I	Dual	100-Percent CDs	2	8	24	2	24	40		60		4	8	4								176	\$39,826	\$1,656		
J	BV	Final Sealed and Signed CDs	2	4	8		8			8		2	16	8								56	\$12,118	\$527		
K	BV	OPCCs	2	8	8	4	4			8					24	40						98	\$22,552	\$922		
L	BV	Quality Control	4	12		16	20			32											60	144	\$41,376	\$1,355		
6	BV	Bidding Assistance	2	10	40	8	8	0	14	0	0	4	0	0	4	6	0	0	28	0	0	124	\$29,176	\$1,164	\$3,000	\$1,800
A	BV	Advertisment and Bid Letting																				0	\$0	\$0		
i	AE2S	Finalize Front-End Documents	2	2	2																	6	\$1,842	\$56		
ii	AE2S	Invitation to Bid		1																		1	\$323	\$9		
iii	BV	Production of Contract Documents			2														16			18	\$2,860	\$169		
iv	Dual	Pre-bid Conference (virtual)		2	2	2	2		2													10	\$2,812	\$94		

Task	Lead Firm	Position	PMS	PM	DES	DE1	DE2	DE3	SE1	SE2	CADS	CAD1	CAD2	CMS	TM1	TM2	PA2	ADM2	QC2	QC2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail
		Task Description	Project Manager Sr	Project Manager 1	Engineering Manager 1	Technical Expert	Design Engineer Sr	Design Engineer 1	Design Engineer 3	Staff Engineer 1	BIM-3D Technician 2	CAD Technician Sr	CAD Technician 1	CAD Technician 2	Estimator 1	Estimator 2	Project Controls Analyst 2	Project Accountant 1	Administrator 1	Safety Engineer	QA/QC Manager 1	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Travel Expense
v	AE2S	Interpretation of Bidding Documents			4	4	4		8													20	\$5,120	\$188		
vii	BV	Update Cost Opinion and Furnish OPCC				2	2		4						4	6						18	\$4,140	\$169		
viii	BV	Bid Opening		1	4																	5	\$1,371	\$47		
B	AE2S	Pre-award Services																				0	\$0	\$0		
i	AE2S	Questionnaires			1																	1	\$262	\$9		
ii	AE2S	Qualifications of Apparent Successful Bidder		1	1																	2	\$585	\$19		
iii	AE2S	Bid Tabulations			1																	1	\$262	\$9		
iv	AE2S	Review of Contractor's Bonds, Insurance, etc.			1																	1	\$262	\$9		
C	BV	Post-award Services																				0	\$0	\$0		
i	BV	Prepare Issued-for-Construction CDs		1	4							4							12			21	\$3,975	\$198	\$3,000	
ii	Dual	Sched & Mod Preconst Conf (1 2-dy trp)		2	16																	18	\$4,838	\$169		\$1,800
iii	AE2S	Obtain Drone-Based Video			2																	2	\$524	\$19		
PROJECT TOTALS			64	168	322	62	224	232	14	400	6	80	120	108	28	46	40	56	84	4	60	2,118	\$489,240	\$19,926	\$7,845	\$7,200



Garrison Diversion Conservancy District

Eastern North Dakota Alternate Water Supply

ENDAWS TO 2360 - BWTP Ct 2, Intake, Tunnel, and Wet Well Liner

BV Project No. zzzzzz

Black & Veatch and Consultants

Task	Lead Firm	Position	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	AE2S Hours	AE2S Sub Costs	AE2S Markup	Ulteig, others Hours	Ulteig, others Costs	Ulteig, others Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES													
1	BV	Task Order Management and Administration	114	\$31,382	\$1,569	0	\$0	\$0	\$35,567	278	\$59,674	\$35,567	\$95,241
A	BV	Project Management	18	\$4,001	\$200	0	\$0	\$0	\$5,067	92	\$21,396	\$5,067	\$26,463
B	BV	Administration	56	\$17,683	\$884	0	\$0	\$0	\$19,245	72	\$10,536	\$19,245	\$29,781
C	BV	Invoicing	0	\$0	\$0	0	\$0	\$0	\$301	32	\$7,352	\$301	\$7,653
D	AE2S	Schedule Updates	40	\$9,698	\$485	0	\$0	\$0	\$10,352	18	\$5,378	\$10,352	\$15,730
E	BV	Management of Subconsultants	0	\$0	\$0	0	\$0	\$0	\$602	64	\$15,012	\$602	\$15,614
2		Special and Third-Party Meetings	136	\$32,995	\$1,650	0	\$0	\$0	\$34,947	32	\$9,646	\$34,947	\$44,593
A	BV	Task Order Initiation Meeting	24	\$5,951	\$298	0	\$0	\$0	\$6,400	16	\$4,618	\$6,400	\$11,018
B	BV	Third Party Meetings	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Stakholder Meetings	20	\$4,928	\$246	0	\$0	\$0	\$5,212	4	\$1,344	\$5,212	\$6,556
ii	BV	Design Coordination Meetings	92	\$22,116	\$1,106	0	\$0	\$0	\$23,335	12	\$3,684	\$23,335	\$27,019
3	AE2S	Land Services	84	\$18,159	\$908	0	\$0	\$0	\$19,067	\$0	\$0	\$19,067	\$19,067
A	AE2S	GIS Support	84	\$18,159	\$908	0	\$0	\$0	\$19,067	0	\$0	\$19,067	\$19,067
4	AE2S	Field Services	128	\$33,182	\$1,659	0	\$0	\$0	\$36,716	8	\$2,096	\$36,716	\$38,812
A	AE2S	Limited Topographic Survey	60	\$14,628	\$731	0	\$0	\$0	\$15,359	0	\$0	\$15,359	\$15,359
B	AE2S	Site Visits	28	\$7,837	\$392	0	\$0	\$0	\$10,104	8	\$2,096	\$10,104	\$12,200
C	AE2S	Plan-In-Hand Reviews	40	\$10,718	\$536	0	\$0	\$0	\$11,254	0	\$0	\$11,254	\$11,254
5	BV	Final Design Services	1,288	\$272,344	\$13,617	145	\$25,000	\$1,250	\$336,425	1,676	\$388,648	\$336,425	\$725,073
A	BV	Design Team Conference Calls	162	\$41,841	\$2,092	0	\$0	\$0	\$44,949	108	\$29,552	\$44,949	\$74,501
B	BV	Geotechnical Baseline Report & Data Report	0	\$0	\$0	0	\$0	\$0	\$207	22	\$5,518	\$207	\$5,725
C	BV	Geotechnical Design Memorandum	0	\$0	\$0	0	\$0	\$0	\$583	62	\$15,390	\$583	\$15,973
D	BV	Corrosion Protection System Evaluation	0	\$0	\$0	0	\$0	\$0	\$169	18	\$4,212	\$169	\$4,381
E	AE2S	Front End Documents Customization	72	\$18,256	\$913	0	\$0	\$0	\$19,338	18	\$5,484	\$19,338	\$24,822
F	AE2S	Permitting	54	\$13,021	\$651	0	\$0	\$0	\$13,672	0	\$0	\$13,672	\$13,672
G	Dual	60-Percent CDs (Level 2 Design)	364	\$74,201	\$3,710	145	\$25,000	\$1,250	\$118,346	610	\$130,976	\$118,346	\$249,322
H	Dual	90-Percent CDs (Level 3 Design)	316	\$62,369	\$3,118	0	\$0	\$0	\$68,912	364	\$81,644	\$68,912	\$150,556
I	Dual	100-Percent CDs	216	\$41,744	\$2,087	0	\$0	\$0	\$45,487	176	\$39,826	\$45,487	\$85,313
J	BV	Final Sealed and Signed CDs	56	\$10,325	\$516	0	\$0	\$0	\$11,368	56	\$12,118	\$11,368	\$23,486
K	BV	OPCCs	24	\$4,532	\$227	0	\$0	\$0	\$5,681	98	\$22,552	\$5,681	\$28,233
L	BV	Quality Control	24	\$6,056	\$303	0	\$0	\$0	\$7,714	144	\$41,376	\$7,714	\$49,090
6	BV	Bidding Assistance	286	\$64,831	\$3,242	0	\$0	\$0	\$74,037	124	\$29,176	\$74,037	\$103,213
A	BV	Advertisment and Bid Letting	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Finalize Front-End Documents	0	\$0	\$0	0	\$0	\$0	\$56	6	\$1,842	\$56	\$1,898
ii	AE2S	Invitation to Bid	4	\$1,125	\$56	0	\$0	\$0	\$1,190	1	\$323	\$1,190	\$1,513
iii	BV	Production of Contract Documents	0	\$0	\$0	0	\$0	\$0	\$169	18	\$2,860	\$169	\$3,029
iv	Dual	Pre-bid Conference (virtual)	6	\$1,477	\$74	0	\$0	\$0	\$1,645	10	\$2,812	\$1,645	\$4,457

Task	Lead Firm	Position	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	AE2S Hours	AE2S Sub Costs	AE2S Markup	Ulteig, others Hours	Ulteig, others Costs	Ulteig, others Markup	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
v	AE2S	Interpretation of Bidding Documents	138	\$31,852	\$1,593	0	\$0	\$0	\$33,633	20	\$5,120	\$33,633	\$38,753
vii	BV	Update Cost Opinion and Furnish OPCC	0	\$0	\$0	0	\$0	\$0	\$169	18	\$4,140	\$169	\$4,309
viii	BV	Bid Opening	0	\$0	\$0	0	\$0	\$0	\$47	5	\$1,371	\$47	\$1,418
B	AE2S	Pre-award Services	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	AE2S	Questionnaires	6	\$1,629	\$81	0	\$0	\$0	\$1,719	1	\$262	\$1,719	\$1,981
ii	AE2S	Qualifications of Apparent Successful Bidder	10	\$2,618	\$131	0	\$0	\$0	\$2,768	2	\$585	\$2,768	\$3,353
iii	AE2S	Bid Tabulations	4	\$1,114	\$56	0	\$0	\$0	\$1,179	1	\$262	\$1,179	\$1,441
iv	AE2S	Review of Contractor's Bonds, Insurance, etc.	10	\$2,618	\$131	0	\$0	\$0	\$2,758	1	\$262	\$2,758	\$3,020
C	BV	Post-award Services	0	\$0	\$0	0	\$0	\$0	\$0	0	\$0	\$0	\$0
i	BV	Prepare Issued-for-Construction CDs	56	\$10,129	\$506	0	\$0	\$0	\$13,833	21	\$3,975	\$13,833	\$17,808
ii	Dual	Sched & Mod Preconst Conf (1 2-dy trp)	32	\$7,474	\$374	0	\$0	\$0	\$9,817	18	\$4,838	\$9,817	\$14,655
iii	AE2S	Obtain Drone-Based Video	20	\$4,795	\$240	0	\$0	\$0	\$5,054	2	\$524	\$5,054	\$5,578
PROJECT TOTALS			2,036	\$452,894	\$22,645	145	\$25,000	\$1,250	\$536,760	2,118	\$489,240	\$536,760	\$1,026,000

Task	Lead Firm	Position	PM6	PM5	PM2	ENGIV	ENGII	SD2	ET5	ENGIV	ENGIII	ET3	PMIV	LSIV	GISV	COMIII	ADM III	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal	Project Manager	Technical Expert QA/QC	Civil Engineer	Civil Staff Engineer	CivilSenior Designer	Civil CAD Tech	Strucutral Engineer	Strucutral Staff Engineer	Strucutral Senior Designer	Surveyor Manager	Land Surveyor	GIS	Communications	Admin	Sub1 Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Survey Equip	Total Expense	Sub1 Level of Effort (hrs)	Sub1 Labor Cost	Direct Expense	Fee
viii	BV	Bid Opening																0	\$0				\$0	0	\$0	\$0	\$0
B	AE2S	Pre-award Services																0	\$0				\$0	0	\$0	\$0	\$0
i	AE2S	Questionairres		2	4													6	\$1,629				\$0	6	\$1,629	\$0	\$1,629
ii	AE2S	Qualifications of Apparent Successful Bidder		2	4	4												10	\$2,618				\$0	10	\$2,618	\$0	\$2,618
iii	AE2S	Bid Tabulations		2		2												4	\$1,114				\$0	4	\$1,114	\$0	\$1,114
iv	AE2S	Review of Contractor's Bonds, Insurance, etc.		2	4	4												10	\$2,618				\$0	10	\$2,618	\$0	\$2,618
C	BV	Post-award Services																0	\$0				\$0	0	\$0	\$0	\$0
i	BV	Prepare Issued-for-Construction CDs	2	2		2	16		24								10	56	\$10,129				\$0	56	\$10,129	\$0	\$10,129
ii	Dual	Sched & Mod Preconst Conf (1 2-dy trp)		8		8	8							8				32	\$7,474				\$0	32	\$7,474	\$0	\$7,474
iii	AE2S	Obtain Drone-Based Video		4												16		20	\$3,795	\$500		\$500	\$1,000	20	\$3,795	\$1,000	\$4,795
PROJECT TOTALS			98	302	58	238	38	128	116	220	142	340	20	60	100	52	124	2,036	\$449,144	\$2,250	\$500	\$1,000	\$3,750	2,036	\$449,144	\$3,750	\$452,894



2023 to 2025 Biennium Work Plan

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

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP, including internal mgmt, admin, legal, communication, insurance advisory, misc., etc.	Series D	GDCCD									
	Scope: Account for all costs for which Garrison Diversion is responsible not included in other Task Orders listed here. Need: Budget allocation for GDCCD direct costs associated with the Red River Valley Water Supply Project.							\$ 1.00	\$ 0.75	\$ 0.25			
2.	Property, Easements, and Crop Damage Payments⁴	Acquire easements in Sheridan and Wells County for 32-mi pipeline. Pay bonus payment to all easement holders. Acquire property for Biota WTP, Hydraulic Break Tanks, McClusky Canal Intake, and James River sites. Pay for crop damage.	Series D	RRVWSP				\$ 2.21	\$ 1.66	\$ 0.55			
	Scope: Costs to obtain easements and acquire property for associated facilities. Crop damage payments to landowners.				ENDAWS	\$ 0.49	\$ 0.37	\$ 0.12					
	Need: Secure land for installing future pipeline segments staying years ahead of pipeline design/construction needs. Purchase property on which to build all remaining facilities so property will be in hand before final design begins.				ENDAWS Facilities	\$ 2.00	\$ 1.50	\$ 0.50					
3.	Transmission Pipeline East Contract 5C	8± mi of 72" pl, including two 96" tunnels. Pipeline extends eastward from Contract 5B NE of Bordulac to a termination point just east of the James River.	Series D	Prof Svcs							\$ 5.64	\$ 4.23	\$ 1.41
	Scope: Pipeline installation, including construction phase engineering services by Engineer. 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. 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. Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.				Dec-24						\$ 52.53	\$ 39.40	\$ 13.13
6.	ENDAWS Transmission Pipeline Contract 3	11± mi of 72" pipeline, including 96" tunnels. Pipeline section extends west from the west end of Contract 4 to the Sheridan Wells County line.	Series D	ENDAWS									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance. Need: Continue progress of transmission pipeline installation for completion of RRVWSP/ENDAWS by the target end date.				Aug-23	\$ 3.06	\$ 2.29	\$ 0.76					
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 Hurdsville at HBTs.	Series D	Prof Svcs									
	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).				Feb-24				\$ 7.18	\$ 5.39	\$ 1.80		



2023 to 2025 Biennium Work Plan

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

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
8.	RRV Transmission Pipeline Contract 7	14± mi of 72" pipeline, including several 96" tunnels. Pipeline extends from the east end of Contract 6B to the outfall on the Sheyenne River southeast of Cooperstown.	Series D Aug-23	Prof Svcs									
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.							\$ 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 Feb-24	Prof Svcs									
	Scope: Conceptual and preliminary design of an intake and pumping station at the McClusky Canal.				\$ 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 Feb-24	Prof Svcs									
	Scope: Conceptual and preliminary designs for a Biota WTP and Main Pumping Station, including hydraulic surge facility.				\$ 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 Feb-24	Prof Svcs									
	Scope: Preliminary design of above-ground tanks and associated facilities at or near the continental divide.				\$ 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 Feb-24	Vend & Prof Svcs									
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.							\$ 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 Aug-23	Prof Svcs									
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.							\$ 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 Aug-23	Prof Svcs									
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.							\$ 1.69	\$ 1.27	\$ 0.42			
	Need: Define pipeline extensions to identify for users how and a what cost water will be delivered to their communities.												



2023 to 2025 Biennium Work Plan

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

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}		
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%
15.	Operational Planning and Asset Management Phase 3	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Feb-24	Prof Svcs									
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.							\$ 0.62	\$ 0.46	\$ 0.15			
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.												
16.	Financial Planning Support	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.	Aug-23	Prof Svcs									
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.							\$ 0.59	\$ 0.44	\$ 0.15			
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.												
17.	McClusky Canal Hydraulic & Water Quality Investigation	Evaluate canal improvements necessary to deliver flows. Develop operational plan to supply irrigators and ENDAWS/RRVWSP system while improving delivered water quality.	Apr-25	Prof Svcs									
	Scope: Study and report on operation of the McClusky Canal to reliably supply flow to irrigators and the ENDAWS project.				\$ 0.44	\$ 0.33	\$ 0.11						
	Need: The McClusky Canal and the Snake Creek Pumping Plant are critical components of the ENDAWS/RRVWSP system.												
18.	ENDAWS Facilities Site Development Contract 1	Access roads to proposed site of new Biota WTP, mass grading to prepare for structure construction, and temporary excavation support system for intake pumping station wetwell.	Apr-25	Prof Svcs									
	Scope: Final design and bidding assistance with partial execution of the construction work by GDCD.				\$ 0.88	\$ 0.66	\$ 0.22						
	Need: Provide site access for construction and ready site for substantial facilities construction beginning in 2028.												
19.	ENDAWS BWTP Piloting and Treatability Study	Pilot scale treatment train consisting of preliminary treatment, UV disinfection, chlorination, and residual chloramine treatment.	Apr-25	Prof Svcs									
	Scope: water treatment piloting of preliminarily selected treatment processes with a 3-month duration.					\$ -	\$ -	\$ 0.87	\$ 0.65	\$ 0.22			
	Need: Process demonstration necessary to make sure water quality treatment objectives can be met with selections.												
20.	ENDAWS Facilities Supplemental Geotechnical Invest.	Geotechnical borings; soil characterization, sampling and testing; and reporting to fully inform design team and contractors of on-site insitu soil characteristics.	Apr-25	Prof Svcs									
	Scope: Additional borings and soil sampling expanding upon the initial program implemented during preliminary design.				\$ 0.89	\$ 0.66	\$ 0.22						
	Need: More data needed to properly design foundations, structures, pavement, etc. for the new facilities.												
21.	ENDAWS Transmission Pipeline Contract 2	10± mi of 72" pipeline, including one 96" diameter tunnels. Pipeline extends from ND Highway 14 east to the connection point with Contract 3.	Apr-25	Prof Svcs									
	Scope: Final design (30% docs to 90% plans and specs).				\$ 1.78	\$ 1.34	\$ 0.45						
	Need: Have next pipeline section nearly ready so when Federal funding is secured/allocated design can quickly be completed and construction can proceed.												



2023 to 2025 Biennium Work Plan

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

February 10, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	2023-25 Bien ENDAWS Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Development Budget (mil \$)			2023-25 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}			
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%	
22.	ENDAWS Transmission Pipeline Contract 1	11± mi of 72" pipeline, including uup to five 96" diameter tunnels. Pipeline extends from BWTP at McClusky Canal east to ND Highway 14 connection point with Contract 2.	Series E	Apr-25	Prof Svcs	\$ 1.95	\$ 1.46	\$ 0.49						
	Scope: Final design (30% docs to biddable plans and specs) and bidding assistance.													
	Need: Have next pipeline section bid-ready so when Federal funding is secured/allocated construction can proceed.													
23.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.	Series D	RRVWSP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.30	\$ 4.72	\$ 1.57	
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.													
	Need: Address and pay for changes that are sure to occur.		Series E											MR&I
TOTAL PROGRAM BUDGET						\$ 15.48	\$ 11.61	\$ 3.87	\$ 19.02	\$ 14.27	\$ 4.76	\$ 211.50	\$ 158.62	\$ 52.87

Notes:

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

  																			
2025-27 Expanded Biennium Workplan																			May 20, 2026
(\$423.33M Total Funding: \$150.00 Federal; \$205.00M State; \$68.33M Local Users (Series F))																			
No.	Scope of Work	Feature	Date Task Orders Auth	Note	Fed Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
1.	Garrison Diversion Conservancy District Budget	Garrison Diversion's costs for the RRVWSP.	--	GD CD															
	Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here.									\$ 1.00	\$ 0.75	\$ 0.25							
	Need: Budget allocation for GD CD direct costs associated with the Red River Valley Water Supply Project.																		
2.	Property, Easements, and Crop Damage Payments⁴	Easements for Washburn transmission main. Pay for crop damages program wide.	--	Crp Dmg															
	Scope: Crop damage payments to landowners and easement costs.									\$ 1.82	\$ 1.37	\$ 0.46							
	Need: Treat landowners right and live up to commitments.																		
3.	Red River Valley Transmission Pipeline Contract 6B	9.2± mi of 72" pl, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kensal to a termination point southeast of Glenfield.	TO 5662	TO 5562													\$ 5.86	\$ 4.39	\$ 1.46
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		Dec-25	Prof Srvs															
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Dec-25	Const, 2028 Fin													\$ 61.01	\$ 45.76	\$ 15.25
4.	Red River Valley Transmission Pipeline Contract 6C	8.4± miles of 72" pl, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	TO 5662	TO 5563													\$ 6.20	\$ 4.65	\$ 1.55
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		Dec-25	Prof Srvs															
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Dec-25	Const, 2028 Fin													\$ 64.73	\$ 48.55	\$ 16.18
5.	Red River Valley Transmission Pipeline Contract 7A	6.5± mi of 72" pl, including three 96" tunnels. Pl section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	TO 5662	TO 5571													\$ 5.67	\$ 4.25	\$ 1.42
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		Dec-25	Prof Srvs															
	Need: Continue progress of transmission pipeline installation for completion of RRVWSP by the target end date.		Dec-25	Const, 2028 Fin													\$ 58.96	\$ 44.22	\$ 14.74
6.	McClusky Facilities Final Design Services & Bidding Assist	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	TO 3310	Prof Srvs	MR&I														
	Scope: Final designs for McClusky Intake Pumping Station, Biota WTP, and McClusky Main Pumping Station.		Sep-26			\$ 18.00	\$ 13.50	\$ 3.38	\$ 1.13										
	Need: Complete design so bids can be obtained for constructing the facilities.																		
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	TO 2340	Prof Srvs															
	Scope: Final design, construction, and construction phase services for pumping station and transmission pl for Washburn.		Jun-26							\$ 0.40	\$ 0.30	\$ 0.10							
	Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.																		
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 2650/2550	Prof Srvs	MR&I								\$ 2.20	\$ 1.65	\$ 0.41	\$ 0.14			
	Scope: Construction and construction phase services for initial project at greenfield stie.		Jun-26																
	Need: Prepare site and ready it for future construction of the biota water treatment plant.		Aug-26										\$ 21.00	\$ 15.75	\$ 3.94	\$ 1.31			



2025-27 Expanded Biennium Workplan

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

May 20, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	Fed Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
9.	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, 2560	Prof Srvs	MR&I	\$ 1.30	\$ 0.98	\$ 0.24	\$ 0.08										
	Scope: Final design services and bidding assistance for second construction project at the facilities site.		Apr-27	Const	MR&I								\$ 19.00	\$ 14.25	\$ 3.56	\$ 1.19			
	Need: Complete specialty work ahead of the main biota water treatment plant construction.		Jun-26	Prof Srvs	MR&I								\$ 1.90	\$ 1.43	\$ 0.36	\$ 0.12			
10.	McClusky Facilities Utility Extensions	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																
	Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites.		Jun-26	Prof Srvs	OBBBA	\$ 1.50	\$ 1.13	\$ 0.28	\$ 0.09				\$ 3.00	\$ 2.25	\$ 0.56	\$ 0.19			
	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																
	Scope: Annual software license renewal for expanded team and consulting support for training and configuration services.		Sep-25	Prof Srvs						\$ 0.69	\$ 0.52	\$ 0.17							
	Need: Create greater efficiency and documentation for significant amount of construction related documents.																		
12.	Program Management Support	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	TO 1610																
	Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Diversion.		Apr-26	Prof Srvs						\$ 0.89	\$ 0.66	\$ 0.22							
	Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.																		
13.	Project Participation Agreement Support	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	TO 9610																
	Scope: User briefings and necessary support, including conceptual designs, to secure project commitments.		Apr-26	Prof Srvs						\$ 1.18	\$ 0.89	\$ 0.30							
	Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.																		
14.	Operational Planning Phase 4	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	TO 1620																
	Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes.		Apr-26	Prof Srvs						\$ 1.50	\$ 1.13	\$ 0.38							
	Need: Finalize Garrison Diversion, State Water Commission, and USACE roles for system operation.																		
15.	Financial Planning Support (combined with Item 13)	Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.																	
	Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.		Apr-26	Prof Srvs						\$ -	\$ -	\$ -							
	Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.																		
16.	ENDAWS Transmission Pipeline Contract 3	10.7+/- mi of 72" pipe. Pipeline extends east from Contract 2B to a termination point 4 miles east of Hurdsfield.	TO 5535/5635																
	Scope: Pipeline installation, including construction phase engineering services by Engineer.		4Q26	Const	OBBBA								\$ 70.00	\$ 52.50	\$ 13.13	\$ 4.38			
	Need: Continue progress of transmission pipeline installation for completion of program by the target end date.		4Q26	Prof Srvs	OBBBA								\$ 7.00	\$ 5.25	\$ 1.31	\$ 0.44			



2025-27 Expanded Biennium Workplan

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

May 20, 2026

No.	Scope of Work	Feature	Date Task Orders Auth	Note	Fed Funding Source	2025-27 Bien ENDAWS Project Development Budget (mil \$)				2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium ENDAWS Project Construction Budget (mil \$) ^{1,2,3}				2025-27 Biennium RRVWSP Project Construction Budget (mil \$) ^{1,2,3}		
						Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75%	Local 25%	Total	Federal 75%	State 18.75%	Local 6.25%	Total	State 75.00%	Local 25.00%
17.	ENDAWS Transmission Pipeline Contract 2B	5+/- mi of 72" pipe and 96" tunnel(s).	TO 5526/5626																
	Scope: Pipeline installation, including construction phase engineering services by Engineer.	Pipeline extends east from Contract 2A to a termination point east of the Sheridan/Wells County line (24th Ave SE).	4Q26	Const	OBBBA								\$ 39.40	\$ 29.55	\$ 7.39	\$ 2.46			
	Need: Continue progress of transmission pipeline installation for completion of program by the target end date.		4Q26	Prof Srvs	OBBBA								\$ 3.90	\$ 2.93	\$ 0.73	\$ 0.24			
18.	Contingency	Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.			State/Local	\$ 1.41		\$ 0.31	\$ 0.10	\$ 3.38	\$ 2.53	\$ 0.84			\$ 1.57	\$ 0.52	\$ 10.49	\$ 7.87	\$ 2.62
	Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.				MR&I		\$ 0.99						\$ 3.55	\$ 1.46					
	Need: Address and pay for changes that are sure to occur.				OBBBA	\$ 0.08	\$ 0.08						\$ 6.32	\$ 6.32					
TOTAL PROGRAM BUDGET						\$ 22.29	\$ 16.67	\$ 4.21	\$ 1.40	\$ 10.85	\$ 8.14	\$ 2.71	\$ 177.27	\$ 133.33	\$ 32.96	\$ 10.99	\$ 212.92	\$ 159.69	\$ 53.23
BIENNIUM PROGRAM FUNDING			Funding Agency		Spend	Budget	Delta	Cont (\$)	Cont (%)	Projects									
			Federal (MR&I)		\$ 50.00	\$ 50.00	\$ -	\$ 2.45	4.9%	\$ 47.55									
			Federal (OBBBA)		\$ 100.00	\$ 100.00	\$ -	\$ 6.40	6.4%	\$ 93.60									
			State		\$ 205.00	\$ 205.00	\$ -	\$ 12.28	6.0%	\$ 192.72									
			Local		\$ 68.33	\$ 68.33	\$ -	\$ 4.09	6.0%	\$ 64.24									
			Grand Total		\$ 423.33	\$ 423.33	\$ -	\$ 25.23	6.0%	\$ 398.10	\$ 423.33								

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

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

REQUEST

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

NEED AND BENEFIT

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

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

TASK ORDER SUMMARY

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

Basic Services:

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

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

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

Task Order Effective Date: August 1, 2026

TASK ORDER EXECUTIVE SUMMARY

CONSULTANT TEAM MAKEUP AND PARTICIPATION

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

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

PROJECT OVERVIEW

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

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

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

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

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

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

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

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

PROJECT SCHEDULE

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



Black & Veatch Corporation

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

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

Funding Sources – 2025-27 Biennium State; Series F Local; OBBBA Federal Grant
2025-27 Biennium Workplan Item No. 10

Effective Date – August 1, 2026

Content of this Task Order is as follows:

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III. GENERAL REQUIREMENTS.....	3
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VIII. SPECIAL RESPONSIBILITIES OF OWNER OR OTHERS.....	15
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X. PERFORMANCE SCHEDULE.....	15
XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS.....	15
XII. ACCEPTANCE.....	15

I. PROJECT BACKGROUND

1. The Red River Valley Water Supply Project (RRVWSP, the Project) will provide a supplemental water supply to eastern and central North Dakota (ND) in the event of drought conditions in the Red River watershed. The Project as envisioned by the Garrison Diversion Conservancy District (Garrison Diversion, the Owner) will also supply additional water to support industrial development as well as provide an environmental benefit to local rivers during drought conditions by augmenting natural stream flows. The source water will be withdrawn from the McClusky Canal and conveyed to a new biota water plant. A multi-county pipeline will then convey flows from the plant 125 miles east to the Sheyenne River. Lake Ashtabula located downstream, will provide storage for controlled releases to the Red River Valley.
2. Professional services for design of the Project will be accomplished through the execution of multiple task orders for design and associated activities as well as for engineering services during construction.

3. The U.S. Department of the Interior, Bureau of Reclamation (BOR) completed the Eastern North Dakota Alternate Water Supply (ENDAWS) project's environmental impact statement (EIS), which resulted in the record of decision being signed for the ENDAWS portion of the program. The ENDAWS project is integrated with the RRVWSP. Each must be built to have a complete system to meet drought mitigation goals. As such, BOR is a stakeholder for this project and coordination with them is presumed throughout the effort of this Task Order.
4. Preliminary Design for the McClusky Canal Intake (MCI), McClusky Canal Intake Pumping Station (MCIPS), Biota Water Treatment Plant (BWTP), and McClusky Main Pumping Station (MMPS) were previously authorized under Task Orders 2250 and 3210. A Preliminary Design Report (PDR) for the ENDAWS facilities was completed in July 2026.
5. Final Design and Bidding Assistance for the MCIPS wet well, access road, and site development work was completed under Task Order 2350. That construction project is titled BWTP Contract 1, Site Access and Development and Wet Well Excavation, Final Design and Bidding Assistance. The work includes mass grading of the BTWP site. Contract Documents (CDs) suitable for public advertisement and bidding were developed for wet well and site-civil improvements. Project advertisement and bid letting will transpire in July 2026, with construction estimated to begin as early as September 2026. Final design, procurement, and construction of the remaining treatment and pumping facilities will be completed under future task orders.
6. Commissioning and operation of the BWTP will require the extension of medium voltage power to the site. The planning, design, procurement, and construction of the required electrical supply components is estimated to have a 4 to 6 year completion period. Electrical components to be developed by others consist of a tap into the existing Western Area Power Administration (WAPA) 230-KV line and construction of a switchyard with an approximate disturbance area of 20 acres. Central Power Electric Cooperative (Central Power) will construct a 10-acre substation adjacent to the WAPA facility to step the voltage down from 230 KV to 43.8 KV. A 43.8-KV transmission line will be constructed by Central Power starting at their new substation location, extending north to the BWTP site where the transmission line would terminate at a new distribution substation.

II. TASK ORDER OBJECTIVES

1. The \$423.33 million 2025-27 Biennium Workplan includes many design and construction projects to be started from July 2025 through June 2027. One project included in the Workplan is assistance with and support of utility extensions to the BWTP. Design and construction monies are budgeted to advance this work: \$1.5 million is set aside for project development and \$3 million is budgeted for construction (envisioned for transformer and major equipment deposit(s)). The utility extension to be addressed under this Task Order 3240 is an electrical service extension from an existing WAPA high-voltage transmission line near Regan, North Dakota, about 22 miles south of the BWTP site.
2. The objective of this Task Order is to provide support to GDCD and LAWA to facilitate the extension of a power supply to the new BWTP. This support services provided herein will include coordination and meetings with stakeholders, including BOR, WAPA, Central Power, and local rural electrical cooperatives, Capital Electric or Verendrye Electric as well as Sheridan and Burleigh Counties, GDCD, and LAWA.

3. Environmental, cultural, and archeological services are included in this Task Order along with the preparation of an Environmental Assessment (EA) encompassing the WAPA switchyard, the Central Power substation and transmission line, and the Central Power distribution substation. The EA will supplement the ENDAWS EIS and associated record of decision that was previously issued by the U.S. Department of the Interior.
4. Land services will be provided as described to facilitate property acquisition of the switchyard and substation sites along with easement acquisition for the transmission line.
5. Finally, procurement support services will be provided to facilitate timely manufacture and delivery of critical electrical gear, which is on the critical path for completion of the Project. Alternative procurement approaches may be necessary to get delivery of critical electrical gear when needed to maintain or accelerate program schedule.

III. GENERAL REQUIREMENTS

1. Under this Task Order, Engineer will provide services in accordance with the Standard Form of Agreement between Owner and Engineer for Professional Services dated January 17, 2008 (Agreement), as amended.
2. General Description of Activities. The Basic Services to be performed by Engineer consist of engineering and consulting services supporting ENDAWS project elements specifically as it relates to the BWTP power supply and the needed electrical service extension.
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 services Engineer will perform and do not implicitly put any additional responsibilities or duties upon the Engineer. Deliverables to be provided are explicitly identified in the Deliverables paragraph of this Task Order.
5. Explicitly Identified Quantities. Engineer in development of this Task Order has estimated the level of effort required to provide the services discussed. Where specific information is listed as to the quantity of service to be provided, those quantities listed are considered Basic Services or Special Services and are, therefore, included in this Task Order scope of services and associated fee estimate. Services exceeding the written quantities shown below in Basic Services or Special Services are considered Additional Services.

IV. BASIC SERVICES

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

- Task 1 – Task Order Management and Administration
- Task 2 – Meetings and General Coordination
- Task 3 – Contract Reviews

- Task 4 – Design Reviews and Coordination
- Task 5 – Environmental Assessment
- Task 6 – Land Services
- Task 7 – Procurement Services

1. Task 1 – Task Order Management and Administration

This task includes overall project management and administration services during the planning, environmental assessment, contract review, land services, and procurement phases 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 the 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. Prepare Project Invoices. Prepare monthly invoices and submit them to the Owner for approval and payment.
- C. Communication and Coordination. Overall project communications and coordination support during the life of this task order will be provided by Engineer. Engineer will utilize Engineer's standard meeting agenda and minutes templates.

2. Task 2 – Meetings and General Coordination

The overall objective of this task is to keep stakeholders apprised of Task Order status and to provide a forum for stakeholder input. Engineer, or Engineer's consultant acting on its behalf, will prepare materials for dissemination prior to the meetings. The following meetings are anticipated:

- A. Special Project Meetings
 - i. Task Order Initiation Meeting. Engineer will conduct a Task Order Initiation Meeting with the Owner and Subconsultants to review the overall approach to the Work, the schedule by which the work will be prosecuted, and other relevant coordination and management items necessary for a successful outcome.

- ii. Stakeholder Meetings. Engineer will attend and present Project information at one in-person and two virtual meetings of the Lake Agassiz Water Authority (LAWA) Technical Advisory Committee (TAC).

B. Third-Party Meetings

- i. Electric Provider Coordination Meetings. Engineer will schedule and lead monthly virtual stakeholder engagement meetings with BOR, WAPA, Central Power, local power co-ops, and other parties identified.
- ii. Environmental Coordination Meetings. Engineer will attend monthly virtual environmental group meetings with environmental staff from BOR, WAPA, and Central Power. It is assumed these meetings are organized by the BOR.
- iii. Additional Stakeholder Meetings. Engineer will coordinate and attend up to two in-person meetings with Sheridan County Commissioners, and two in-person meetings with other Stakeholders identified in the execution of the task order.

C. Team Meetings

- i. BOR Coordination Meetings. Engineer will coordinate every third week virtual programmatic meetings with BOR.
- ii. GDCD Coordination Meetings. Engineer will coordinate and attend virtual bi-weekly program meetings of the GDCD engineering team.

3. **Task 3 – Contract Reviews**

Engineer, or Engineer's consultant acting on its behalf, will provide technical review and input to GDCD regarding applicable agreements with BOR, WAPA, Central Power, and local electrical cooperatives for consistency with the overall programmatic schedule, sequencing, and goals of the Project. Engineer's review is limited to technical and programmatic considerations and is not intended to constitute and shall not be relied upon as legal advice, legal interpretation, or a determination of contractual enforceability. GDCD, with advice of its legal counsel, shall remain solely responsible for negotiation, legal sufficiency, execution, and acceptance of such agreements. In all agreement reviews identified below, legal review, enforceability, and final acceptance remain the responsibility of GDCD and its legal counsel.

A. WAPA

- i. Facility Study Agreement Review. Engineer will provide technical and programmatic review of the initial agreement for a facility study for consistency with Project schedule, sequencing, and programmatic goals.
- ii. Construction Agreement Reviews. Engineer will provide technical and programmatic review of the initial WAPA agreement and anticipated amendments for consistency with Project schedule, sequencing, and programmatic goals.

- iii. Service Agreement Review. Engineer will provide technical and programmatic review of the future WAPA service agreement for consistency with Project schedule, sequencing, operations, maintenance, and programmatic goals.

B. Central Power

- i. Construction Agreement Reviews. Engineer will prepare the initial draft of the Central Power and GDCD construction agreement, which is anticipated to be based on the WAPA agreement and related amendments. Engineer will provide technical and programmatic review for consistency with Project schedule, sequencing, and programmatic goals.
- ii. Service Agreement Review. Engineer will provide technical and programmatic review of a future Central Power service agreement for consistency with Project operations, maintenance, schedule, sequencing, and programmatic goals.

C. Electric Power Cooperative

- i. Service Agreement Review. Engineer will provide technical and programmatic review of a future local power cooperative service agreement for consistency with Project operations, maintenance, schedule, sequencing, and programmatic goals.

4. **Task 4 – Design Reviews and Coordination**

Engineer, or Engineer's consultant acting on its behalf, will provide technical and programmatic review of design documents prepared by WAPA and Central Power for consistency with Project schedule, sequencing, facility interfaces, and overall programmatic goals. Engineer's role is limited to review and coordination and does not include design approval or responsibility for designs prepared by others.

A. WAPA

- i. Facility Plan Reviews. Engineer will review the WAPA Facility Plan for consistency with ENDAWS program goals.
- ii. 230-kV Tap Facility. Engineer will review the WAPA 230-kV tap switchyard facility solely for consistency with ENDAWS program goals and not for overall technical adequacy.

B. Central Power

- i. 230-kV Substation. Engineer will review the Central Power 230-kV substation solely for consistency with ENDAWS program goals and not for overall technical adequacy.
- ii. 43.8-kV Transmission Line. Engineer will review the Central Power 43.8-kV transmission line solely for consistency with ENDAWS program goals and overall routing to support potential GDCD irrigation objectives, and not for overall technical adequacy.

- iii. 43.8-kV Distribution Substation. Engineer will review the Central Power 43.8-kV distribution substation for consistency with ENDAWS program goals and conformance with the BWTP campus site plan, recognizing the substation will be co-located on the BWTP site.

C. Electric Power Cooperative

- i. Engineer will provide technical and programmatic review of future local power cooperative designed facilities solely for consistency with ENDAWS program goals and not for overall technical adequacy.

5. **Task 5 – Environmental Assessment**

Engineer, or Engineer's consultant acting on its behalf, will provide services to complete an Environmental Assessment (EA) under the National Environmental Policy Act (NEPA), environmental and cultural resource field studies and reports, and permitting, for a 22- to 25-mile transmission line and two substations: one in Burleigh County and the other in Sheridan County. BOR would act as the lead federal agency with WAPA acting as a cooperating agency for NEPA.

The Engineer's work under this task will be as follows:

A. Critical Issues Analysis

- i. Review publicly available data sources as well as data provided through data use agreements with local agencies or through permits held by Engineer's consultant to identify potential limitations that may affect the design or constructability of the project. This analysis will include the national wetland inventory dataset, national hydrology dataset, landcover, FEMA floodplain, protected lands, soils, cultural and historic resources, critical habitat, and state and federally listed species.
- ii. Review local, state, federal, tribal, railroad, and similar permitting and approval requirements. Develop a permitting matrix identifying anticipated permits and approvals required for construction and operation of the proposed project as well as zoning requirements. The permitting matrix will identify the issuing agency, triggering mechanism, application requirements, approval timeline, application fees, shelf life, and any other applicable information.
- iii. Assumptions
 - (a) The study area will include a general corridor developed in coordination with the project team.
 - (b) Analysis will be limited to publicly available data or data acquired through existing data use agreements.
 - (c) Assumes one round of review and revision.
 - (d) Excludes species or habitat mitigation.
 - (e) Excludes fieldwork or site visits.
 - (f) Excludes preparation of any permits.

B. Threatened and Endangered Species Review

- i. Desktop Review. Engineer will conduct a review of the study area to determine the presence of any listed, threatened, or endangered species or designated critical habitats. Engineer's consultant will begin the process with a desktop review consulting databases and prior studies to identify any at-risk species potentially present.
- ii. Field Surveys. A field survey will be completed to identify threatened and endangered species' presence and potential habitat within and near the proposed power supply facilities.
 - (a) Raptor Survey. In addition, raptor nests will be documented from a line-of-sight survey from within the facility sites. Should potential nests be identified, further analysis will be completed from public right of ways, if access permission is not granted from landowners, to evaluate nest activity and species occupying the nest.
 - (b) Dakota Skipper Survey. A habitat survey will be performed for the Dakota Skipper. Should a determination be made that the project may potentially impact the Dakota Skipper, a specialist will be required to determine species presence. This determination is not included in this Task Order.
 - (c) Tree Survey. Trees greater than 3-inch diameter at breast height within the four facility sites, which are suitable for northern long eared bat nesting and roosting, will be counted and recorded for consideration of impacts during construction.
- iii. Prepare a Biological Assessment (BA) analyzing potential impacts the project may have on threatened and endangered species based on available research and collected field data. The BA will be submitted to the BOR for use of Section 7 consultation with the US Fish and Wildlife Services (USFWS), if necessary.
- iv. Assumptions
 - (a) Assumes no impact on protected species will occur.
 - (b) Assumes a BA will be required by the BOR.
 - (c) Assumes one round of review for the BA.
 - (d) Assumes survey permissions will be coordinated to allow the surveys to be completed within a single field period.
 - (e) Does not include development of mitigation measures.
 - (f) Does not include presence/absence surveys for listed species.
 - (g) Does not include construction or post construction monitoring for Threatened or Endangered Species or Raptors.

C. Wetland Delineation

- i. Data Collection. Provide National Wetland Inventory (NWI) Maps, aerial photography, soil survey data, and topographic maps for use during field surveys.

- ii. Field Wetland Delineation. Field wetland delineation will be completed in accordance with the USACE 1987 Wetland Delineation Manual and the Great Plains Regional Supplement. A wetland delineation report will be submitted to the USACE with a request for jurisdictional determination.
- iii. USFWS Wetland Easements. Coordinate with the USFWS regarding the locations of wetland basins that fall under USFWS easement. Accompany the USFWS into the field to map the boundaries based on the USFWS identification of the boundary. Data will be incorporated into a GIS database for avoidance purposes.
- iv. Assumptions
 - (a) Wetland Delineation. Complete field wetland delineations within the four facility sites.
 - (b) Data Collection. Provide NWI Maps, aerial photography, soil survey data, and topographic maps for use during field surveys.
 - (c) Field Wetland Delineation. Field wetland delineation will be completed in accordance with the USACE 1987 Wetland Delineation Manual and the Great Plains Regional Supplement. A wetland delineation report will be submitted to the USACE with a request for jurisdictional determination.
 - (d) USFWS Wetland Easements. Coordinate with the USFWS regarding the locations of wetland basins that fall under USFWS easement. Accompany the USFWS into the field to map the boundaries based on the USFWS identification of the boundary. Data will be incorporated into a GIS database for avoidance purposes.

D. Cultural Resources Review and Permitting

- i. Class I Literature Search. Conduct a Class I literature review of site and manuscript files at the North Dakota State Historic Preservation Office (SHPO) prior to fieldwork, to identify what sites are currently known in the 1-mile buffer of the study area, known as the Class I study area. The results will be used during fieldwork to complete the Class III cultural resource inventory and will be included in a preliminary Critical Issues Analysis.
- ii. Class III Inventory. Perform a cultural resource inventory to Class III standards within the Area of Potential Effect (APE) for each of the power facilities. The inventory will be conducted utilizing a series of pedestrian transects spaced not more than 50 feet apart. All cultural resources encountered will be recorded and site forms submitted to SHPO for assignment of a Smithsonian Institution Trinomial System (SITS) number. Data collected during these field surveys will be incorporated into a final report and submitted to the BOR for coordination with SHPO.
- iii. Assumptions
 - (a) No more than 300 previous surveys and previously recorded cultural resources will be in the Class I study area data from SHPO.
 - (b) No more than five cultural sites are anticipated either newly recorded or updated (not to include architectural sites).

- (c) No more than 20 shovel probes will be needed (additional shovel probes may increase costs).
- (d) A single round of comments on the draft report.
- (e) Excludes site testing, evaluation, and mitigation.
- (f) Excludes tribal participation/coordination.

E. NEPA Environmental Assessment (EA)

- i. Environmental Assessment Kick-Off and Scoping. Prepare and distribute a scoping package to local, state, and federal agencies in coordination with the BOR to kick off the NEPA process. The scoping package will include a brief informational letter and project location map. Agencies will be given a 30-day period to respond with comments. Comments received will be addressed, as necessary, by the Engineer and included in the EA.
- ii. Purpose and Need Statement. Develop a Purpose and Need Statement to guide the EA in compliance with NEPA requirements. The Purpose and Need Statement will establish the foundation for evaluating alternatives against the project's objectives. A draft of a Purpose and Need Statement will be prepared and circulated for agency review.
- iii. Draft Environmental Assessment Report. Prepare a Draft EA with the BOR as lead agency and WAPA as a cooperating agency in compliance with applicable regulations and guidance. It is assumed the EA will analyze the no-action and proposed action only. The EA will document the potential social, economic, and environmental baseline as well as impacts of the proposed project and evaluate alternatives to meet project goals. Primary chapters will include Purpose and Need, Alternatives, Affected Environment and Environmental Consequences, and Public and Agency Involvement. Coordinate with BOR, WAPA, and other stakeholders to facilitate compliance with relevant federal, state, and local requirements. Key activities will include project scoping, data collection, and technical analyses related to the public, natural and built environment. The Draft EA will be submitted to BOR and WAPA for one round of concurrent review.
- iv. Final Environmental Assessment Report. After the Draft EA Report comments are received, prepare a Final EA for signature by BOR and WAPA. Following the 30-day public comment period for the Final EA, prepare a Final Environmental Document. The Final Environmental Document will consist of a cover sheet, summary of agency and public comments received on the EA and department responses, and errata to the EA (if applicable). It is also assumed to include a request for a Finding of No Significant Impact (FONSI) to be issued by BOR and WAPA. The Final Environmental Document will be submitted to BOR and WAPA for one round of concurrent review. The document will then be submitted to the BOR for evaluation and determination of no significant impact.
- v. Administrative Record. Develop and maintain an Administrative Record (AR) for the EA per NEPA requirements and applicable regulations. This includes collecting,

organizing, and cataloging relevant documents such as technical reports, correspondence, public notices, and meeting records.

vi. Assumptions

- (a) Assumes approximately 30 agencies.
- (b) Agency comments will be incorporated into the EA.
- (c) Excludes follow-up meetings with agencies.
- (d) Assumes EA is the appropriate NEPA class of action.
- (e) Excludes preparation of an Environmental Impact Statement (EIS).
- (f) Assumes all documents undergo one round of concurrent review and revision by all parties.
- (g) Assumes one build and one no-build alternatives are carried forward for analysis in the EA.
- (h) Excludes individual Section 4(f) evaluation.
- (i) Excludes additional public comment periods beyond the 30-day review.
- (j) Excludes participation in, or preparation for, public meetings

6. **Task 6 – Land Services**

Engineer, or Engineer's consultant acting on its behalf, will assist WAPA and Central Power in obtaining property and easements necessary to construct the BWTP power supply's switchyard, substations, and transmission line.

A. Land Acquisition

- i. WAPA 230-Kv Tap Site. This is estimated to be a 20-acre site in Burleigh County.
- ii. Central Power 230-Kv to 48.3-Kv Substation Site. This is estimated to be a 10-acre site in Sheridan County.

B. Easement Acquisition

- i. Central Power 48.3-Kv Transmission Line. Work directly with Central Power and its real estate administrator to gather and assist with right-of-way (ROW) tasks. Central Power will provide a tentative transmission line route map as a kmz file to begin gathering landowner tax statements. At the same time, ROW staff will be tasked with compiling and analyzing sales data for the project area and create a Land Value Analysis Report. The report will show sales data in the area that will be used to calculate the per-acre value for the purchase of switchyard/substation property as well as the value for easement acquisition. The report will be presented to project stakeholders for review and approval.
- ii. The ROW team will complete online and in-courthouse title searches in Sheridan and Burleigh Counties. Title searches will include the vesting deeds, road deeds, and easements for road ROWs as well as utility easements going back 80 years. Prior history research will not be collected unless directed by Central Power and Garrison Diversion, which will be considered Additional Services.

- iii. Central Power has requested that this project follow their standard processes with consultant conducting first initial landowner contacts to gather ownership, tenant, and property information. Consultant ROW staff will work with GIS staff to create and maintain the PinPoint parcel database and dashboards, which will be available for review by stakeholders. The information gathered during landowner contact will be entered into the PinPoint dashboard.
- iv. ROW staff will work with Central Power and their contract teams regarding survey and engineering tasks when creating Master Drawing, which includes road ROW limits, utilities, and additional survey data such as water, fence lines, etc., along the proposed transmission line route. Consultant will use Master Drawing to document data and create the parcel specific tie maps for each landowner.
- v. At this time, consultant ROW staff will draft the easement documents, calculate easement acres for landowner compensation, and assemble each parcel folder. Upon completion, ROW staff will send documents to Central Power to begin landowner negotiations. This task will be completed by Central Power unless consultant assistance is requested.
- vi. Assumptions
 - (a) Excluded landowner negotiations, Central Power to conduct unless otherwise requested.
 - (b) Central Power will provide a project need description to communicate to landowners during first initial contact.
 - (c) Assume agent to work directly with all stakeholders regarding road crossings, zoning, and permit approvals.
 - (d) Consultant to provide construction liaison during construction period on an as-needed basis.
 - (e) Consultant will complete construction and restoration damage negotiations.
 - (f) Attend virtual project team meetings to provide updates.

7. Task 7 – Procurement Services

Engineer will provide evaluation and support services related to procurement of long-lead electrical equipment needed to support the BWTP power supply work. Services under this task are intended to assist WAPA, Central Power, and GDCD in identifying procurement considerations for major equipment with extended lead times. Equipment compliance with Build America, Buy America (BABA) requirements will be evaluated, recognizing that waivers are not assumed. Procurement details will continue to be refined as the work progresses.

- A. BABA Impact Evaluation & Strategy. Engineer will evaluate procurement of long-lead electrical equipment for potential BABA compliance considerations and related procurement impacts. This evaluation may include review of known equipment sourcing limitations, identification of items that may present challenges for BABA compliance, and support to GDCD and WAPA in developing an overall procurement approach consistent with funding requirements. Engineer's services under this subsection are limited to

evaluation and support and do not include legal interpretation or a guarantee of BABA compliance or waiver availability.

- B. Procurement Assistance. Engineer will provide support to GDCC and WAPA in development of procurement documents and procurement bids for long-lead electrical equipment, as requested, to facilitate early procurement consistent with Project schedule and programmatic goals. Services may include assistance with defining procurement packages, technical procurement requirements, and review support during procurement. Engineer's role is limited to evaluation and support and does not include responsibility for final procurement decisions, contract award, or supplier performance.

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. Task order work plan,
 - B. Monthly engineering invoices, and
 - C. Periodic progress reports.
2. Task 2 – Meetings and General Coordination
 - A. Project information for presentation/handout during stakeholder meetings
3. Task 3 – Contract Reviews
 - A. Written review comments of each agreement
4. Task 4 – Design Reviews and Coordination
 - A. Written review comments of each design deliverable
5. Environmental Assessment
 - A. Critical Issues Analysis
 - i. Critical Issues Analysis memo including maps, identified resource writeup with permit matrix (PDF format).
 - ii. GIS shapefiles of data findings used to create exhibits can be provided at the request of the Client.
 - B. Threatened and Endangered Species Review
 - i. GIS shapefiles and pdf maps of known species observations and field delineated habitat.

- ii. Biological Assessment.
- C. Wetland Delineation
 - i. GIS shapefiles of mapped resources.
 - ii. Wetland Delineation Report.
 - iii. Section 404 Nationwide Permit.
- D. Cultural Resources Review and Permitting
 - i. Class III Cultural Resources Report (PDF format)
- E. NEPA-Environmental Assessment
 - i. SOV letters, project location map, and SOV mailing list
 - ii. Purpose and Need Statement
 - iii. Draft EA
 - iv. Final EA
 - v. Final Environmental Document
 - vi. Administrative Record
- 6. Task 6 – Land Services
 - A. Land value analysis for substation and easement acquisition
 - B. Individual parcel folders with all landowner title information
 - C. Create parcel specific tie maps
 - D. Landowner communication records
 - E. Special considerations form noting property items for construction crews
 - F. Easement payment memorandum and W-9 form
 - G. Damage and restoration claims
 - H. Road crossing permits for each affected authority
 - I. Create database and initial landowner contact notes to gather owner, tenant, and property information
- 7. Task 7 – Procurement Services
 - A.

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. There are no known hazardous materials or hazardous environmental site conditions in the construction area. If any hazardous conditions are encountered during construction, professional services necessary are considered Additional Services.

VIII. SPECIAL RESPONSIBILITIES OF OWNER OR OTHERS

1. Lead landowner communication and coordination efforts with assistance provided by Engineer or its consultant, as requested.
2. Coordinate with and inform regulatory and permitting agencies, as applicable, of the BWTP { power supply goals and objectives along with its location and route.
3. Property and easement acquisition costs are the responsibility of others.
4. County filing fees for easements and property acquisition are the responsibility of others.
5. Payment of all permit application fees.

IX. FEE

The total fee for Basic Services provided under this Task Order is Six Hundred Ninety-Eight Thousand Dollars (\$698,000).

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

X. PERFORMANCE SCHEDULE

This Task Order will be completed by June 30, 2028.

XI. DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS

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

XII. ACCEPTANCE

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

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

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

Dated: _____

Dated: _____

ATTACHMENT A

Fee Estimate Worksheets

DRAFT



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
ENDAWS TO 3240 - BWTP Ct 4, Power Supply, Planning, Environmental, and Procurement Services
BV Project No. zzzzzz
Black & Veatch and Consultants

Task	Lead Firm	Position	PMS	DE1	DE2	DE3	SE2	PJCT	ADM1	ADM2	SE	QC2	QC2	Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail	Subcon	Subcon	Expense Detail	Subcon	Subcon	Expense Detail
		Task Description	Project Manager Sr	Technical Expert	Design Engineer Sr	Design Engineer 1	Staff Engineer 1	Project Controls Analyst Sr	Project Accountant Sr	Project Accountant 1	Project Accountant 2	Administrator 1	QA/QC Manager 2	BV Level of Effort (hrs)	BV Labor Cost	Hobacca	Misc	Travel Expense	Sub1 Hours	Sub1 Sub Costs	Sub1 Markup	Sub 2 Hours	Sub 2 Costs	Sub 2 Markup
IV. BASIC SERVICES																								
1	BV	Task Order Management and Administration	40	0	0	0	40	28	28	28	24	12	4	204	\$40,184	\$1,920	\$0	\$0	68	\$16,093	\$804	91	\$20,352	\$1,018
A	BV	Task Order Setup and Work Plan Development	8					4	4	4		4	2	26	\$5,868	\$245			16	\$3,646	\$182	91	\$20,352	\$1,018
B	BV	Task Order Management	24				40	24	24	24	24	8	2	170	\$31,612	\$1,600			36	\$8,020	\$401	0	\$0	\$0
C	BV	Communication and Coordination	8											8	\$2,704	\$75			16	\$4,427	\$221	0	\$0	\$0
2	BV	Meetings and General Coordination	56	0	112	0	0	0	0	0	0	8	0	176	\$53,360	\$1,656	\$606	\$6,600	152	\$42,361	\$2,118	0	\$0	\$0
A	AE2S	Special Project Meetings												0	\$0	\$0			0	\$0	\$0	0	\$0	\$0
i	BV	Task Order Initiation Meeting	2		4									6	\$1,864	\$56	\$606		6	\$1,838	\$92	0	\$0	\$0
ii	AE2S	Stakholder Meetings	6		12							8		26	\$6,760	\$245		\$6,600	50	\$12,365	\$618	0	\$0	\$0
B	AE2S	Thrid Party Meetings												0	\$0	\$0			0	\$0	\$0	0	\$0	\$0
i	AE2S	Electric Provider Coordination Meetings	16		24									40	\$12,536	\$376			0	\$0	\$0	0	\$0	\$0
ii	BV	Enviromental Coordination Meetings	8		24									32	\$9,832	\$301			24	\$7,039	\$352	0	\$0	\$0
iii	BV	Additional Stakholder Meetings	8		16									24	\$7,456	\$226			24	\$7,039	\$352	0	\$0	\$0
C	BV	Team Meetings												0	\$0	\$0			0	\$0	\$0	0	\$0	\$0
i	BV	BOR Coordination Meetings	8		16									24	\$7,456	\$226			24	\$7,039	\$352	0	\$0	\$0
ii	BV	GDCD Coordination Meetings	8		16									24	\$7,456	\$226			24	\$7,039	\$352	0	\$0	\$0
3	BV	Contract Reviews	40	0	64	0	0	0	0	0	0	0	0	104	\$32,528	\$979	\$0	\$0	22	\$6,237	\$312	0	\$0	\$0
A	BV	WAPA	12		24									36	\$11,184	\$339			22	\$6,237	\$312	0	\$0	\$0
B	BV	Central Power	12		24									36	\$11,184	\$339			0	\$0	\$0	0	\$0	\$0
C	BV	Electric Power Cooperative	16		16									32	\$10,160	\$301			0	\$0	\$0	0	\$0	\$0
4	AE2S	Design Reviews and Coordination	6	0	40	20	0	0	0	0	0	0	0	66	\$18,808	\$621	\$0	\$1,800	126	\$34,887	\$1,743	0	\$0	\$0
A	AE2S	WAPA	2		16	8								26	\$7,388	\$245		\$1,800	42	\$11,629	\$581	0	\$0	\$0
B	AE2S	Central Power	4		24	12								40	\$11,420	\$376			42	\$11,629	\$581	0	\$0	\$0
C	AE2S	Electric Power Cooperative												0	\$0	\$0			42	\$11,629	\$581	0	\$0	\$0
5	Ulteig	Environmental Assessment	2	16	4	0	0	0	0	0	0	0	12	34	\$10,208	\$321	\$0	\$0	0	\$0	\$0	1,238	\$205,300	\$10,264
A	Ulteig	Critical Issues Analysis		2										2	\$662	\$19			0	\$0	\$0	100	\$15,908	\$795
B	Ulteig	Threatened and Endangered Species Review		2										2	\$662	\$19			0	\$0	\$0	182	\$27,389	\$1,369
C	Ulteig	Wetland Delineation		2										2	\$662	\$19			0	\$0	\$0	221	\$33,424	\$1,671
D	Ulteig	Cultural Resources Review and Permitting		2										2	\$662	\$19			0	\$0	\$0	239	\$45,124	\$2,256
E	Ulteig	NEPA Enviromental Assessment (EA)	2	8	4								12	26	\$7,560	\$245			0	\$0	\$0	496	\$83,455	\$4,173
6	Ulteig	Land Services	6	12	0	0	0	0	0	0	0	0	4	22	\$7,016	\$207	\$0	\$0	0	\$0	\$0	667	\$109,076	\$5,454
A	Ulteig	Land Acquisition	2	4									2	8	\$2,508	\$75			0	\$0	\$0	0	\$0	\$0
B	Ulteig	Easement Acquisition	4	8									2	14	\$4,508	\$132			0	\$0	\$0	667	\$109,076	\$5,454
7	BV	Procurement Services	8	80	40	0	0	0	0	0	0	0	4	132	\$42,080	\$1,242	\$0	\$1,800	68	\$19,092	\$954	0	\$0	\$0
A	BV	BABA Impact Evaluation & Strategy	4	40	20								2	66	\$21,040	\$621		\$1,800	34	\$9,546	\$477	0	\$0	\$0
B	BV	Procurement Assistance	4	40	20								2	66	\$21,040	\$621			34	\$9,546	\$477	0	\$0	\$0
Totals For Basic Services			158	108	260	20	40	28	28	28	24	20	24	738	\$204,184	\$6,946	\$606	\$10,200	436	\$118,669	\$5,931	1,996	\$334,728	\$16,736
PROJECT TOTALS			158	108	260	20	40	28	28	28	24	20	24	738	\$204,184	\$6,946	\$606	\$10,200	436	\$118,669	\$5,931	1,996	\$334,728	\$16,736



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
ENDAWS TO 3240 - BWTP Ct 4, Power Sup
BV Project No. zzzzzz
Black & Veatch and Consultants

Task	Lead Firm	Position	Expense Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Total Direct Expense	BV Level of Effort (hrs)	BV Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES							
1	BV	Task Order Management and Administration	\$40,187	204	\$40,184	\$40,187	\$80,371
A	BV	Task Order Setup and Work Plan Development	\$25,443	26	\$5,868	\$25,443	\$31,311
B	BV	Task Order Management	\$10,021	170	\$31,612	\$10,021	\$41,633
C	BV	Communication and Coordination	\$4,723	8	\$2,704	\$4,723	\$7,427
2	BV	Meetings and General Coordination	\$53,341	176	\$53,360	\$53,341	\$106,701
A	AE2S	Special Project Meetings	\$0	0	\$0	\$0	\$0
i	BV	Task Order Initiation Meeting	\$2,592	6	\$1,864	\$2,592	\$4,456
ii	AE2S	Stakholder Meetings	\$19,828	26	\$6,760	\$19,828	\$26,588
B	AE2S	Thrid Party Meetings	\$0	0	\$0	\$0	\$0
i	AE2S	Electric Provider Coordination Meetings	\$376	40	\$12,536	\$376	\$12,912
ii	BV	Enviromental Coordination Meetings	\$7,692	32	\$9,832	\$7,692	\$17,524
iii	BV	Additional Stakholder Meetings	\$7,617	24	\$7,456	\$7,617	\$15,073
C	BV	Team Meetings	\$0	0	\$0	\$0	\$0
i	BV	BOR Coordination Meetings	\$7,617	24	\$7,456	\$7,617	\$15,073
ii	BV	GDCD Coordination Meetings	\$7,617	24	\$7,456	\$7,617	\$15,073
3	BV	Contract Reviews	\$7,528	104	\$32,528	\$7,528	\$40,056
A	BV	WAPA	\$6,888	36	\$11,184	\$6,888	\$18,072
B	BV	Central Power	\$339	36	\$11,184	\$339	\$11,523
C	BV	Electric Power Cooperative	\$301	32	\$10,160	\$301	\$10,461
4	AE2S	Design Reviews and Coordination	\$39,051	66	\$18,808	\$39,051	\$57,859
A	AE2S	WAPA	\$14,255	26	\$7,388	\$14,255	\$21,643
B	AE2S	Central Power	\$12,586	40	\$11,420	\$12,586	\$24,006
C	AE2S	Electric Power Cooperative	\$12,210	0	\$0	\$12,210	\$12,210
5	Ulteig	Environmental Assessment	\$215,885	34	\$10,208	\$215,885	\$226,093
A	Ulteig	Critical Issues Analysis	\$16,722	2	\$662	\$16,722	\$17,384
B	Ulteig	Threatened and Endangered Species Review	\$28,777	2	\$662	\$28,777	\$29,439
C	Ulteig	Wetland Delineation	\$35,114	2	\$662	\$35,114	\$35,776
D	Ulteig	Cultural Resources Review and Permitting	\$47,399	2	\$662	\$47,399	\$48,061
E	Ulteig	NEPA Enviromental Assessment (EA)	\$87,873	26	\$7,560	\$87,873	\$95,433
6	Ulteig	Land Services	\$114,737	22	\$7,016	\$114,737	\$121,753
A	Ulteig	Land Acquisition	\$75	8	\$2,508	\$75	\$2,583
B	Ulteig	Easement Acquisition	\$114,662	14	\$4,508	\$114,662	\$119,170
7	BV	Procurement Services	\$23,088	132	\$42,080	\$23,088	\$65,168
A	BV	BABA Impact Evaluation & Strategy	\$12,444	66	\$21,040	\$12,444	\$33,484
B	BV	Procurement Assistance	\$10,644	66	\$21,040	\$10,644	\$31,684
Totals For Basic Services			\$493,816	738	\$204,184	\$493,816	\$698,000
PROJECT TOTALS			\$493,816	738	\$204,184	\$493,816	\$698,000



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
ENDAWS TO 3240 - BWTP Ct 4, Power Supply, Planning, Environmental, and Procurement Services
BV Project No. zzzzzz
Advanced Engineering and Environmental Services, LLC

Task	Lead Firm	Position	PM6	ENG5	PM4	ENGIV	COMIII	ADM III	Labor Detail	Labor Detail	TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Principal	Project Manager	Senior Electrcial Engineer	Electrical Engineer	Communications	Admin	AE2S Level of Effort (hrs)	Labor Cost	AE2S Level of Effort (hrs)	Sub1 Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES														
1		Task Order Management and Administration	8	40	0	0	0	20	68	\$16,093	68	\$16,093	\$0	\$16,093
A	BV	Task Order Setup and Work Plan Development	8					8	16	\$3,646	16	\$3,646	\$0	\$3,646
B	BV	Task Order Management		24				12	36	\$8,020	36	\$8,020	\$0	\$8,020
C	BV	Communication and Coordination		16					16	\$4,427	16	\$4,427	\$0	\$4,427
2		Meetings and General Coordination	16	70	90	16	16	0	208	\$58,822	208	\$58,822	\$0	\$58,822
A	AE2S	Special Project Meetings							0	\$0	0	\$0	\$0	\$0
i	BV	Task Order Initiation Meeting	2	2	2				6	\$1,838	6	\$1,838	\$0	\$1,838
ii	AE2S	Stakholder Meetings	2		16	16	16		50	\$12,365	50	\$12,365	\$0	\$12,365
B	AE2S	Thrid Party Meetings							0	\$0	0	\$0	\$0	\$0
i	AE2S	Electric Provider Coordination Meetings		40	40				80	\$23,132	80	\$23,132	\$0	\$23,132
ii	BV	Enviromental Coordination Meetings	12	12					24	\$7,408	24	\$7,408	\$0	\$7,408
iii	BV	Additional Stakholder Meetings							0	\$0	0	\$0	\$0	\$0
C	BV	Team Meetings							0	\$0	0	\$0	\$0	\$0
i	BV	BOR Coordination Meetings		8	16				24	\$7,039	24	\$7,039	\$0	\$7,039
ii	BV	GDCD Coordination Meetings		8	16				24	\$7,039	24	\$7,039	\$0	\$7,039
3		Contract Reviews	0	16	6	0	0	0	22	\$6,237	22	\$6,237	\$0	\$6,237
A	BV	WAPA		16	6				22	\$6,237	22	\$6,237	\$0	\$6,237
B	BV	Central Power							0	\$0	0	\$0	\$0	\$0
C	BV	Electric Power Cooperative							0	\$0	0	\$0	\$0	\$0
4		Design Reviews and Coordination	0	6	48	72	0	0	126	\$34,887	126	\$34,887	\$0	\$34,887
A	AE2S	WAPA		2	16	24			42	\$11,629	42	\$11,629	\$0	\$11,629
B	AE2S	Central Power		2	16	24			42	\$11,629	42	\$11,629	\$0	\$11,629
C	AE2S	Electric Power Cooperative		2	16	24			42	\$11,629	42	\$11,629	\$0	\$11,629
5		Environmental Assessment	0	0	0	0	0	0	0	\$0	0	\$0	\$0	\$0
A	Ulteig	Critical Issues Analysis							0	\$0	0	\$0	\$0	\$0
B	Ulteig	Threatened and Endangered Species Review							0	\$0	0	\$0	\$0	\$0
C	Ulteig	Wetland Delineation							0	\$0	0	\$0	\$0	\$0
D	Ulteig	Cultural Resources Review and Permitting							0	\$0	0	\$0	\$0	\$0
E	Ulteig	NEPA Enviromental Assessment (EA)							0	\$0	0	\$0	\$0	\$0
6		Land Services	0	0	0	0	0	0	0	\$0	0	\$0	\$0	\$0
A	Ulteig	Land Acquisition							0	\$0	0	\$0	\$0	\$0
B	Ulteig	Easement Acquisition							0	\$0	0	\$0	\$0	\$0
7		Procurement Services	0	4	32	32	0	0	68	\$19,092	68	\$19,092	\$0	\$19,092
A	BV	BABA Impact Evaluation & Strategy		2	16	16			34	\$9,546	34	\$9,546	\$0	\$9,546
B	BV	Procurement Assistance		2	16	16			34	\$9,546	34	\$9,546	\$0	\$9,546
Total for Basic Services			24	136	176	120	16	20	492	\$135,130	492	\$135,130	\$0	\$135,130
PROJECT TOTALS			24	136	176	120	16	20	492	\$135,130	492	\$135,130	\$0	\$135,130



Garrison Diversion Conservancy District
Red River Valley Water Supply Project
ENDAWS TO 3240 - BWTP Ct 4, Power Supply, Planning, Environmental, and Procurement Services
BV Project No. zzzzzz
Ulteig Engineering

Task	Lead Firm	Position															Labor Detail	Labor Detail	Expense Detail	Expense Detail	Expense Detail		TOTAL	TOTAL	TOTAL	TOTAL
		Task Description	Senior Environmental Specialist	Lead Environmental Specialist	Environmental Specialist	Environmental Technician	Senior Cultural Resource Specialist	Lead Cultural Resource Specialist	Senior GIS Analyst	Lead GIS Analyst	GIS Analyst	GIS Technician	Senior Right-of-Way Specialist	Lead Right-of-Way Specialist	Right-of-Way Document Specialist	Senior Project Coordinator	Sub2 Level of Effort (hrs)	Labor Cost	Travel	Lodging & Per Diem	Misc Equip	Total Expense	Sub2 Level of Effort (hrs)	Sub2 Labor Cost	Direct Expense	Fee
IV. BASIC SERVICES																										
1		Task Order Management and Administration	72	10	0	0	0	0	0	0	0	0	0	0	9	91	\$20,352	\$0	\$0	\$0	\$0	91	\$20,352	\$0	\$20,352	
A	BV	Task Order Setup and Work Plan Development	72	10											9	91	\$20,352				\$0	91	\$20,352	\$0	\$20,352	
B	BV	Task Order Management														0	\$0				\$0	0	\$0	\$0	\$0	
C	BV	Communication and Coordination														0	\$0				\$0	0	\$0	\$0	\$0	
2		Meetings and General Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
A	AE2S	Special Project Meetings														0	\$0				\$0	0	\$0	\$0	\$0	
i	BV	Task Order Initiation Meeting														0	\$0				\$0	0	\$0	\$0	\$0	
ii	AE2S	Stakholder Meetings														0	\$0				\$0	0	\$0	\$0	\$0	
B	AE2S	Thrid Party Meetings														0	\$0				\$0	0	\$0	\$0	\$0	
C	BV	Team Meetings														0	\$0				\$0	0	\$0	\$0	\$0	
i	BV	BOR Coordination Meetings														0	\$0				\$0	0	\$0	\$0	\$0	
ii	BV	GDCCD Coordination Meetings														0	\$0				\$0	0	\$0	\$0	\$0	
3		Contract Reviews	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
A	BV	WAPA														0	\$0				\$0	0	\$0	\$0	\$0	
B	BV	Central Power														0	\$0				\$0	0	\$0	\$0	\$0	
C	BV	Electric Power Cooperative														0	\$0				\$0	0	\$0	\$0	\$0	
4		Design Reviews and Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
A	AE2S	WAPA														0	\$0				\$0	0	\$0	\$0	\$0	
B	AE2S	Central Power														0	\$0				\$0	0	\$0	\$0	\$0	
C	AE2S	Electric Power Cooperative														0	\$0				\$0	0	\$0	\$0	\$0	
5		Environmental Assessment	158	92	508	68	22	176	4	79	0	131	0	0	0	1,238	\$198,096	\$1,965	\$4,114	\$1,125	\$7,204	1,238	\$198,096	\$7,204	\$205,300	
A	Ulteig	Critical Issues Analysis	18		48				4	10		20				100	\$15,908				\$0	100	\$15,908	\$0	\$15,908	
B	Ulteig	Threatened and Endangered Species Review	18		92	28				20		24				182	\$26,598	\$225	\$136	\$430	\$791	182	\$26,598	\$791	\$27,389	
C	Ulteig	Wetland Delineation	20	12	120	40				5		24				221	\$32,200	\$375	\$204	\$645	\$1,224	221	\$32,200	\$1,224	\$33,424	
D	Ulteig	Cultural Resources Review and Permitting	10				22	152		8		47				239	\$39,935	\$1,365	\$3,774	\$50	\$5,189	239	\$39,935	\$5,189	\$45,124	
E	Ulteig	NEPA Enviromental Assessment (EA)	92	80	248			24		36		16				496	\$83,455				\$0	496	\$83,455	\$0	\$83,455	
6		Land Services	0	0	0	0	0	0	56	0	56	0	185	210	160	0	667	\$105,512	\$1,125	\$1,144	\$1,295	\$3,564	667	\$105,512	\$3,564	\$109,076
A	Ulteig	Land Acquisition														0	\$0				\$0	0	\$0	\$0	\$0	
B	Ulteig	Easement Acquisition							56		56		185	210	160		667	\$105,512	\$1,125	\$1,144	\$1,295	\$3,564	667	\$105,512	\$3,564	\$109,076
7		Procurement Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0
A	BV	BABA Impact Evaluation & Strategy														0	\$0				\$0	0	\$0	\$0	\$0	
B	BV	Procurement Assistance														0	\$0				\$0	0	\$0	\$0	\$0	
Total for Basic Services			230	102	508	68	22	176	60	79	56	131	185	210	160	9	1,996	\$323,960	\$3,090	\$5,258	\$2,420	\$10,768	1,996	\$323,960	\$10,768	\$334,728
PROJECT TOTALS			230	102	508	68	22	176	60	79	56	131	185	210	160	9	1,996	\$323,960	\$3,090	\$5,258	\$2,420	\$10,768	1,996	\$323,960	\$10,768	\$334,728


Black & Veatch Corporation

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

August 14, 2026

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

BV Project 423038
 BV File 55.0000

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

Dear Mr. DeKrey:

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

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

Table 1 – Bid Tabulation Summary

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

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

Table 2 – Contract 1 Bid Price Evaluation Summary

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S BID

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

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

EVALUATION OF THE APPARENT LOW BIDDER'S QUALIFICATIONS

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

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

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

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

SUMMARY AND RECOMMENDATION

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

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

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

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

Sincerely,
BLACK & VEATCH CORPORATION



Kurt A. Ronnekamp
Program Manager

Enclosures

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

Notice of Award

Date of Issuance:

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

TO BIDDER:

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

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

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

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

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

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

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

Garrison Diversion Conservancy District
Owner

By: _____
Duane DeKrey
Title: General Manager

cc: Kip Kovar, GDCCD
Kurt Ronnekamp, BV

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

00 51 00
Notice of Award

Section 00 52 13

AGREEMENT

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

Owner and Contractor agree as follows:

ARTICLE 1 – THE PROJECT.

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

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

ARTICLE 2 – WORK.

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

ARTICLE 3 – ENGINEER.

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

ARTICLE 4 - CONTRACT TIMES.

4.01. Time of the Essence.

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

4.02. Contract Times.

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

4.03. Liquidated Damages.

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

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

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

4.04. Delays and Damages.

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

ARTICLE 5 – CONTRACT PRICE.

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES.

6.01. Submittal and Processing of Payments.

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

6.02. Progress Payments; Retainage.

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

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

6.03. Progress Payments; Stored Material

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

6.04. Final Payment.

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

ARTICLE 7 – INTEREST.

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS.

9.01. Contents.

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

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

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

Sheet titles are listed on Sheet 2 of the Drawings.

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

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

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

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

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

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

ARTICLE 10 – MISCELLANEOUS.

10.01. Terms.

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

10.02. Assignment of Contract.

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

10.03. Successors and Assigns.

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

10.04. Severability.

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

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

10.05 Contractor's Certifications

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

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

ARTICLE 11 – NOT USED

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

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

OWNER:

Garrison Diversion Conservancy
District

By: Duane DeKrey

Title: General Manager

Attest: _____

Title: _____

Address for giving notices:

401 Hwy 281 NE
Carrington, ND 58421

Approved as to Form

Attorney for Owner

CONTRACTOR:

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

Contractor's License No. _____

Expiration Date _____

End of Section

NOTICE TO PROCEED

Project: ENDAWS Biota Water Treatment Plant Site and Access Development & Wet Well Construction	Owner: Garrison Diversion Conservancy District	Owner's Task Order No.: 2550
Contract Name: Contract 1	Engineer: Black & Veatch Corporation	Engineer's Project No.: 423038

Contractor: Martin Construction, Inc.

Contractor's Address: 3685 116th Ave SW, Dickinson, ND 58601

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

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 date of Substantial Completion is November 5, 2027, and the date of readiness for final payment is December 10, 2027.

Martin Construction, Inc.
(Contractor)

Garrison Diversion Conservancy District
(Owner)

Received by:

Given by:

Signature

Signature

Print Name, Title

Duane DeKrey, General Manager
Print Name, Title

Date

Date

cc: Kip Kovar, GD CD
Kurt Ronnekamp, BV