# **EAST RANGE WATER BOARD**

# Regular Meeting Wednesday, November 15, 2023 City/Town Government Center 4:30 P.M.

Appointed Board Members for City of Aurora: Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;
Appointed Board Members for the Town of White: Jon Skelton, Vice Chairman of the Board; Clark Niemi;
Other Team Members: Luke Heikkila (COA); Kimberly Berens (COA); Jodi Knaus (TOW); Jim Gentilini (COA); Mike Larson (SEH); Miles Jensen (SEH); Kevin Young (SEH); Mia Thibodeau (Fryberger Law); Shannon Sweeney (David Drown Associates);

# **AGENDA**

- 1. Call to Order/Roll Call
- 2. Consent Agenda:
  - a. Approval of October 18, 2023 Regular Meeting Minutes
  - b. Treasurer's Report Fund Balances Total: \$320,913.45
  - c. Approval of Disbursements
    - i. APG: \$181.17
    - ii. SEH: \$11,442.00
  - d. Correspondence None
- 3. Legal matters Updates including but not limited to:
  - a. Scenic Acres Land & Facility Title Clearance Status Tabled until further notice.
  - b. Rosa Easement Status Filig pending; all documents signed; MN Power consent pending.
  - c. Creation of New Legal Entity Timeline & Guidance Tabled until end of project.
- 4. Guests no requests received.
- 5. Engineering Updates SEH
  - a. Funding Initiatives & Cumulative Accounting Updates by Mike Larson
  - b. Engineering Work Updates
    - i. Review bidding memo dated 11/10/2023:
      - 1. Raw & Finished Water Main
      - 2. Water Treatment Plant
      - 3. Raw Water Intake & Pumping Station
    - ii. November 2023 Status Report Review:
      - 1. Final Design
      - 2. Appropriations Permit
      - 3. Federal Environment Review Status
      - 4. Project Certification
      - 5. Biwabik East Range Water Supply Mutual Aid Agreement
      - 6. Project Permits
- 6. Community Outreach
- 7. Other Business
  - a. St. James Pit & current water plant updates Jim Gentilini
  - b. East Range Water Board LMCIT Insurance Policy Renewal Due Approve Liability Coverage Waiver Form Member *DOES NOT* waive the monetary limits on municipal tort liability.
- 8. Next Meeting Date: Wednesday December 19, 2023
- 9. Adjournment

# **EAST RANGE WATER BOARD**

# **Monthly Meeting Minutes**

# Wednesday, October 18, 2023 4:30 P.M.

# City/Town Government Center

Appointed Board Members for City of Aurora: Doug Gregor, Chairman of the Board; David Skelton; Dennis Schubbe;
Appointed Board Members for the Town of White: Jon Skelton, Vice Chairman of the Board; Clark Niemi;
Other Team Members: Luke Heikkila (COA); Kimberly Berens (COA); Miles Jensen (SEH) via zoom; Richard Hess COA Councilor,
Robert Rutka

- 1. A board meeting was called to order by Chairman Doug Gregor at 4:30 p.m.
- 2. Consent Agenda:
  - a. Approval of September 20, 2023 Meeting Minutes
  - b. Treasurer's Report Biwabik Fund \$102,589.87; Interim Financing Fund \$229,946.75; Total: \$332,536.62
  - c. Approval of Disbursements
    - 1. East Range Times \$300.00
    - 2. SEH Invoice \$11,325.00
  - d. Correspondence MDH letter Re: Scenic Acres Drinking Water System to Greg Debevec dated 2/24/23

    MOVED BY JON SKELTON, SUPPORTED BY CLARK NIEMI APPROVING THE CONSENT AGENDA AS PRESENTED.

    MOTION CARRIED
- 3. Legal Matters Gregor updated the board
  - a. Scenic Acres Land & Facility Title Clearance Status tabled until further notice; a water service line break occurred and a contractor was brought in to fix it by the Association as this is still a private line.
  - b. Rosa Easement Status Filing pending; all documents signed; MN Power consent pending.
  - c. Creation of New Legal Entity Timeline & Guidance should begin planning as it may be important for funding;
- 4. Guests No requests received
- 5. Engineering Updates SEH
  - a. Funding Initiatives & Cumulative Accounting Heikkila updated the Board a bonding bill request was submitted last minute (first round was due in June) and it was challenging and had to be resubmitted after some edits; a copy was provided to the Board; Jon Skelton inquired why the ERWB did not submit a bonding request in June and believes we should always be seeking funding. Discussion was held regarding funding constraints and a lot of unknows now until bids come in on November 6<sup>th</sup>.
  - b. Engineering Work No formal report was submitted; Miles Jensen gave verbal report;
    - a.) Final Design
    - b.) Appropriations Permit DNR Review Status
    - c.) Federal Environmental Review Status
    - d.) Project Certification
    - e.) Biwabik East Range Water Supply Mutual Aid Agreement
    - f.) Project Permits
    - g.) Project Schedule Pre-bid meeting was held 10/18/23 with a good turnout; Bid Opening Posted and Scheduled for November 6, 2023 at 2:00 P.M.
- 6. **Community Outreach** Nothing new planned; Gregor would like to discuss and encourage the City of Hoyt Lakes joining the Project and is aware they are doing a feasibility study on their options.
- 7. Other Business
  - a. St. James Pit & Current Water Plant updates testing for zebra mussels; dewatering.
- 8. Next Meeting Date: Wednesday, November 15, 2023
- 9. Adjournment

MOTION TO ADJOURN AT 5:10 PM BY DAVID SKELTON, SUPPORTED BY CLARK NIEMI. MOTION CARRIES.

# **ERWB** - Interim Financing

	DATE	VENDOR	DESCRIPTION		
eginning Balance	7/22/2021	First Independent Bank	Interim Financing	\$	1,000,410.0
Ending Balance				\$	1,000,410.0
Disbursements					
	DATE	VENDOR	DESCRIPTION		
	4 (44 (2022	BEGINNING BALANCE JANUARY 1, 2023	Project Labor Assessment Soview	\$ \$	675,974.2 1,241.5
		Fryberger, Buchanen, Smith & Frederick East Range Times	Project Labor Agreement Review Status Reports 1-3	\$	776.2
	2/7/2023		ERWB Tasks 2-4	\$	3,825.0
		Fryberger, Buchanen, Smith & Frederick	Refund - double paid	\$	(668.0
		Vivd Design	Card Stock for Bulk Mailing	\$	275.0
	2/27/2023	U.S. Post Office	EDDM - Bulk Mailing	\$	241.3
	2/27/2023	w.a.fisher	East Range Water Facility Map	\$	65.0
		Fryberger, Buchanen, Smith & Frederick	Project Labor Agreement Review	\$	802.0
		East Range Times	9" Thank You Ad	\$	62.1
	3/6/2023		ERWB Tasks 2-4	\$ \$	7,783.0
	• • • • • • • • • • • • • • • • • • • •	Fryberger, Buchanen, Smith & Frederick	Project Labor Agreement Review	\$	1,073.0 1,976.0
	3/16/2023		Property/Casualty insurance Real Estate Matters	<u> </u>	3,159.4
	4/11/2023	Fryberger, Buchanen, Smith & Frederick	ERWB Tasks 2-4	\$	9,697.5
		Fryberger, Buchanen, Smith & Frederick	Project Labor Agreement Review	<u> </u>	888.0
		Fryberger, Buchanen, Smith & Frederick	Real Estate Matters	\$	1,217.0
	***************************************	Fryberger, Buchanen, Smith & Frederick	Refund - double paid	\$	(3,159.4
	5/8/2023		Embarrass Pit Groundwater Model Update	\$	3,998.0
	5/10/2023		ERWB Tasks 2-4	\$	1,341.5
	5/4/2023	Fryberger, Buchanen, Smith & Frederick	Project Labor Agreement Review	\$	518.0
	5/23/2023	St. Louis County Land Of Minerals	Lease	\$	500.0
	5/11/2023	Fryberger, Buchanen, Smith & Frederick	Real Estate Matters	\$	3,114.0
		Fryberger, Buchanen, Smith & Frederick	Real Estate Matters	\$	1,313.0
	6/19/2023		Embarrass Pit Groundwater Model Update	\$	7,679.0
	6/30/2023		Notice Drinking Water System	\$	18.8 6,141.
	7/3/2023		Embarrass Pit Groundwater Model Update  Ad for Bids	\$	29.8
	7/31/2023	B Range Office	Paper for save the date	\$	90.
	8/14/2023		ERWB Tasks 2-4	\$	2,265.6
		Park State Bank - Dollar General	ERWB Public Mtg Supplies	\$	34.2
		Park State Bank - Ogami	ERWB Public Mtg Supplies	\$	. 133.:
		Park State Bank - Ogami	ERWB Public Mtg Supplies (refund sales tax)	\$	(9.:
	9/5/2023	3 APG	Ad for Bids	\$	22.
	9/11/2023	BARR	Embarrass Pit Groundwater Model Update	\$	494.
	9/13/2023	3 Steve Thorp	Plan Review plus Insurance	\$	3,275.
	9/15/2023		ERWB Tasks 2-4	\$	22,650.0
		3 East Range Times	Community Invite Inserts	\$	300.6
	10/13/2023		ERW8 Tasks 2-4	\$	11,325.0
	10/31/2023		Project Bid Ads ERWB Tasks 2-4	\$ \$	181. 11,442.
Total Disbursement	s			\$	782,086.
Ending Balance	as of Novem	ber 15,2023		\$	218,323.
Biwabik Fund	beginning bo	alance 10/20/2021		\$	129,839.
	DATE	VENDOR	DESCRIPTION		
		2 First Independent Bank - Russell	Interest Payment	\$	6,198
		2 First Independent Bank - Russell	Interest Payment	\$	7,017.
		3 First Independent Bank - Russell	Interest Payment	\$	7,017
	6/1/202	3 First Independent Bank - Russell	Interest Payment	\$	7,017
					102,589

# RECEIVED



NOV 06 2023

# CITY OF AURORA

ADVERTISING &

# PRINTING INVOICE

BILLED ACCOUNT NO.	ADVERTISER/CLIENT NAME							
STERWB	EAST RANG	EAST RANGE WATER BOARD						
CURRENT NET AMT DUE	30 DAYS	60 DAYS	90 DAYS	OVER 120				
\$181.17	\$0.00 \$0.00		\$0.00	\$0.00				
BILLING PERIOD	TOTAL AMOUNT DUE PAGE			PAGE				
10/1/23-10/31/23		\$181.17		1				

PO Box 410 || Ashland, Wisconsin 54806

Billed Account Name and Address: EAST RANGE WATER BOARD PO Box 160 Aurora, MN 55705-0160

DATE	PUBLICATION	AD ID	DESCRIPTION - OTHER COMMENTS/CHA	PAGES	SIZE	BILLED UNITS	<b>NET AMT</b>
			PREVIOUS BALANCE				0.00
10/3/2023	Mesabl Tribune	137244	AUROR 159723 WATER MAIN		1.00 x 14.36"	0	19.97
10/3/2023	Mesabi Tribune	137250	AUROR 159723 RAW WATER INTAKE STRUC		1.00 x 18.83"	0	26.18
10/3/2023	Mesabi Tribune	137241	AUROR 159723 WATER TREATMENT PLANT		1.00 x 18.94"	0	26.34
10/10/2023	Mesabi Tribune	137241	AUROR 159723 WATER TREATMENT PLANT		1.00 x 18.94"	0	19.75
10/10/2023	Mesabi Tribune	137244	AUROR 159723 WATER MAIN		1.00 x 14.36"	0	14.97
10/10/2023	Mesabi Tribune	137250	AUROR 159723 RAW WATER INTAKE STRUC		1.00 x 18.83"	0	19.63
10/17/2023	Mesabi Tribune	137244	AUROR 159723 WATER MAIN		1.00 x 14.36"	0	14.96
10/17/2023	Mesabi Tribune	137250	AUROR 159723 RAW WATER INTAKE STRUC		1.00 x 18.83"	0	19.63
10/17/2023	Mesabi Tribune	137241	AUROR 159723 WATER TREATMENT PLANT		1.00 x 18.94"	0	19.74

YOUR SALES REPRESENTATIVE IS Stephanie Stern sstern@mesabidailynews.net



REMIT TO:

APG Media of Minnesota P.O. Box 410 Ashland, WI 54806 Accounts Not Paid within 30 days of the invoice: a 1.5% monthly finance fee is charged to the account.

To pay by credit card please call - (715) 858-7330

**Billed Account Name and Address:** 

EAST RANGE WATER BOARD PO Box 160 Aurora, MN 55705-0160

	BILLING DATE
	10/31/23
CI	USTOMER NUMBER
	STERWB
	INVOICE NUMBER
	STERWB-1023
	AMOUNT DUE
	\$ 181.17
	AMOUNT PAID
\$_	



Invoice Number: 456114

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

# RECEIVED



NOV 06 2023
CITY OF AURORA

Pay This Amount	<u>\$11,442.00</u>
Due Date	06-DEC-23
Invoice Date	06-NOV-23
Bill Through Date	28-OCT-23
Terms	30 NET
SEH Customer Acct #	84463
Customer Project #	
Agreement / PO #	163450
<b>Authorized Amount</b>	\$576,468.00
Authorized Amount Remaining	\$2,058.00
Project Manager	Miles Jensen mjensen@sehinc.com 651.490.2000
	Miles Jensen
Client Service Manager	mjensen@sehinc.com 651.490.2000
Accounting Representative	Justin Oelschlager joelschlager@sehinc.com 651.490.2000

Project#	Project Name	Project Description
163450	ERWBD Tasks 2-4 East Range WTP	ERWBD Aurora Tasks 2-4 East Range WTP

Notes:

CC:

kimberly@ci.aurora.mn.us cityclerk@ci.aurora.mn.us lindsey@ci.aurora.mn.us

Fee

Description

(96.5% of \$58,800.00) less previously billed of \$45,300.00

Amount

\$11,442.00

\$11,442.00

Invoice total

\$11,442.00

**Project Billing Summary** 

Current Amount Due Previously Invoiced Cumulative

**Totals** 

\$11,442.00

\$562,968.00

\$574,410.00



Building a Better World for All of Us<sup>®</sup>

November 10, 2023

RE: Transmittal of Project Bid Results

East Range Water Project East Range Water Board

Town of White and City of Aurora, MN

SEH No. AUROR 159723

East Range Water Board 16 West 2<sup>nd</sup> Avenue North P.O. Box 160 Aurora, MN 55705

**Dear Board Members:** 

At 2:00 PM, Monday, November 6, 2023 the East Range Water Board (ERWB) received and opened bids for its Water Project. This bidding effort was a re-bid of the project that was originally bid on Thursday, September 7, 2023. The difference between this re-bid event and the original bidding event was that the re-bid event involved receiving separate construction bids for the Water Main, Water Treatment Plant and Raw Water Intake verses receiving one (1) overall bid for the entire water project.

The most notable purpose in re-bidding the project under three (3) separate construction contracts was to determine if an overall lower cost could be obtained for the collective water project. The result of the ERWB's re-bidding effort shows that the ERWB made an excellent choice in re-bidding the project. The collective sum of the three (3) separate bids turned out to be \$29,429,532.00 as opposed to the original bid amount of \$34,256,765.75, representing a savings of \$4,827,233.75.

### **Board Action Required:**

Review each of the project discussions presented below and vote on a decision for each of the three (3) projects separately.

The following provides reflection and recommendation for award of each of the three (3) separate project elements bid. The bid tabs for each of the three (3) project bids are attached at the end of this letter.

#### Raw and Finished Water Main

Three (3) bids were received for the Raw and Finished Water Main element of the East Range Water Project. The apparent low bidder was bidder was Utility Systems of America (Utility Systems) of Eveleth, MN. A tabulation of the bids are presented below.

Contractor	Total Bid
Utility Systems of America	\$4,284,732.00
Northland Constructors	\$4,567,800.00
Rachel Contracting	\$4,787,113.25
Engineer's Estimate	(\$5,114,714.00)

#### Discussion of the Bid Received

The Engineer's Construction Estimate from April 2023 was \$5,114,714, which included a 10% contingency to account for the highly volatile market conditions. In comparison to the bid received from Utility Systems for the re-bid of this project element, our estimate was 19.4% higher. Looking back on the original project bid held on September 7, 2023, the amount quoted for this element of the project was \$4,631,765.75, our estimate was only 10.4% higher. The difference between the original bid amount and the re-bid amounts provide an illustration of the volatility and uncertainty that currently exists in the market for availability and cost of labor and material.

SEH has worked with Utility Systems in the past. So, in reliance on our experience with Utility Systems, and a recognition that their bonding agent believes they have the appropriate financial capacity, this contractor is capable of executing the work of this project. However, SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

#### Discussion of Project Award

The convention for municipal bidding is that the lowest responsive, responsible bidder is normally awarded the project. With the absence of any contrary information, Utility Systems is the lowest responsive, responsible bidder. Accordingly, if the East Range Water Board wishes to award this project, the project should then be awarded to Utility Systems of America in the amount of \$4,284,732.00.

# **Water Treatment Plant**

Two (2) bids were received for the Water Treatment Plant element of the East Range Water Project. The apparent low bidder was bidder was Magney Construction, Inc, (Magney) of Chanhassen, MN. A tabulation of the bids are presented below.

Contractor	Total Bid
Magney Construction, Inc.	\$15,997,800.00
Lakehead Constructors, Inc.	\$19,140,100.00
Engineer's Estimate	(\$13,135,212.00)

#### Discussion of the Bid Received

The Engineer's Construction Estimate from April 2023 was \$13,135,212, which included a 10% contingency to account for the highly volatile market conditions. In comparison to the bid received from Magney for the re-bid of this project element, our estimate was 21.8% lower. Looking back on the original project bid held on September 7, 2023, the amount quoted for this element of the project was \$21,930,000.00, our estimate was 67% lower. The difference between the original bid amount and the re-bid amounts provide an illustration of the volatility and uncertainty that currently exists in the market for availability and cost of labor and material.

SEH has worked with Magney many times in the past and has always found this contractor to do exceptional work. So, in reliance on our experience with Magney, and the materials and information they have shared about their bid, we have determined that:

- 1) Magney has sufficient understanding of the project and equipment to perform the construction for which they bid; and
- According to Magney's bonding agent, they presently have the financial ability to complete the project bid.

SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

#### Discussion of Project Award

The convention for municipal bidding is that the lowest responsive, responsible bidder is normally awarded the project. With the absence of any contrary information, Magney is the lowest responsive, responsible bidder. Accordingly, if the East Range Water Board wishes to award this project, the project should then be awarded to Magney Construction, Inc. in the amount of \$15,997,800.00.

# Raw Water Intake and Pumping Station

One (1) bid was received for the Raw Water Intake and Pump Station element of the East Range Water Project. The bidder was Magney Construction, Inc, (Magney) of Chanhassen, MN. A tabulation of the bid is presented below.

Contractor	Total Bid
Magney Construction, Inc.	\$9,147,000.00
Engineer's Estimate	(\$7,018,990.00)

#### Discussion of the Bid Received

The Engineer's Construction Estimate from April 2023 was \$7,018,990, which included a 10% contingency to account for the highly volatile market conditions. In comparison to the bid received from Magney, for the re-bid of this project element, our estimate was 30.3% lower. Looking back on the original project bid held on September 7, 2023, the amount quoted for this element of the project was \$7,695,000.00, which was only 9.6% higher than our estimate. The difference between the original bid amount and the re-bid amount is a clear illustration of the volatility and uncertainty that currently exists in the market for availability and cost of labor and material.

SEH has worked with Magney many times in the past and has always found this contractor to do exceptional work. So, in reliance on our experience with Magney, and the materials and information they have shared about their bid, we have determined that:

- 1) Magney has sufficient understanding of the project and equipment to perform the construction for which they bid; and
- 2) According to Magney's bonding agent, they presently have the financial ability to complete the project bid.

SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

#### Discussion of Project Award

The convention for municipal bidding is that the lowest responsive, responsible bidder is normally awarded the project. With the absence of any contrary information, Magney is the lowest responsive, responsible bidder. Accordingly, if the East Range Water Board wishes to award this project, the project should then be awarded to Magney Construction, Inc. in the amount of \$9,147,000.00.

East Range Water Board Bid Summary for the East Range Water Project Page 4

# Closure

We thank you for the opportunity of working with the East Range Water Board and staff from the Town of White and the City of Aurora on this project. As always, it is very important to us that our services continue to meet and surpass your needs and expectations. After you have had an opportunity to review this bid summary, please call me at 651.775.5031, or email me at <a href="mailto:mjensen@sehinc.com">mjensen@sehinc.com</a> with any comments, concerns or questions you may have.

Sincerely,

SHORTE ELLIOTT HENDRICKSON INC.

Miles B. Jensen, PE

(AZ, CO, IA, IL, IN, KS, MD, MI, MO, MN, ND, NE, NM, OH, SD, TX, VA, WI)

Principal/Project Manager/Water Market Leader

Cc:

Luke Heikkila

Clark Niemi Mike Larson Richard Parr Dan Hinzmann Donna Koontz



# **TABULATION OF BIDS**

AUTOR, MN SER No.: AUROR 159723 Bid Date: 2:00 p.m., Monday, November 6, 2023 S. \$1,14,714,00 S. \$1,14,714,00 S. \$2,14,714,00 S. \$2,200,00 S. \$2,200	East Range	Joint Water Project - Water Main	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Engineer's Estim	ate	Utility Systems o	f America	Northland Const	ructors	Rachel Contracting	
SEH No. AUROR 159728   S.114,714,00   S.220,00   S.2200,00   S.2200,00   S.2200,00   S.2200,00							1280 Industrial Park Drive		4843 Rice Lake Rd.		4180 Napier Court NE	
Both Date: 2:00 p.m., Monday, November 6, 2023   \$5,114.714.00   \$4,264.732.00   \$4,878.00.00   \$4,877.113.25   \$1,00		ROR 159723					Eveleth, MN 55734		Duluth, MN 55803		St. Michael, MN 55376	
No   Item   No   Item   Unit   Quantity   Unit Price   Total Price   Unit Price	1				\$5.114.714.00		\$4,284,732.00		\$4,567,800.00		\$4,787,113,25	•
	Dia Bate: 2.0	v pana, menazy, no romani a, a - a -		Est.								
CLEAR AND GRUB   CARES   0.45   20,000.00   9,000.00   10,000.00   4,500.00   20,000.00   9,000.00   7,425	Item No.	1,1		Quantity							1	
2 CLEAN ORNOR ON THE COLVERT & APRON LINFT 57 120.00 5,840.00 109.00 6,213.00 105.00 5,885.00 99.00 5,644 REPLACE GUARD RAIL LINFT 175 60.00 6,800.00 15,000.00 17,250.00 30.00 3,450.00 174.75 20.06 6 10.00 174.75 20.06 6 10.00 174.75 20.06 6 10.00 174.75 20.06 6 10.00 174.75 20.00 15.00 174.75 20.06 6 10.00 174.75 20.06 6 10.00 174.75 20.00	1	MOBILIZATION		1								
A REPLACE GLARD RAIL	2	CLEAR AND GRUB	ACRES								1	7,425,00
5 DIRECTIONAL DRILLING OBSTRUCTION EACH 20 7,500.00 150,000.00 14,000.00 280,000.00 10,500.00 210,000.00 11,850.00 233,000.00 6 BORING PIT (RON-ROAD AREA) EACH 18 3,500.00 653,000.00 2,560.00 17,500.00 15,500.00 17,000.00 234,000.00 8,915.00 19,000.00 8,915.00 17,000.00 17,000.00 17,000.00 17,000.00 17,000.00 17,000 17,000.0	3	REPLACE PIPE CULVERT & APRON	LINFT						1			5,643.00
S					L							20,096,25
Formula   Control Archy   Co	5	DIRECTIONAL DRILLING OBSTRUCTION					· · · · · · · · · · · · · · · · · · ·	,				233,000,00
8 OPEN CUT PIPE INSTALLATION (NON-ROAD AREA) LIN FT 1070 80.00 850.00.00 70.00 749,000.00 79.00 845,300.00 58.75 628,825 9 OPEN CUT PIPE INSTALLATION (ROAD AREA) LIN FT 1020 145,00 174,000.00 125.00 150,000.00 232.00 278,400.00 310.00 372.00 10 EXPLORATORY DIG (NON-ROAD AREA) LIN FT 100 100.00 110,000.00 125.00 150,000.00 88.00 68.00.00 101.00 11 EXPLORATORY DIG (ROAD AREA) LIN FT 100 100.00 10,000.00 35.00 3.000.00 88.00 68.000.00 110.00 11 11 EXPLORATORY DIG (ROAD AREA) LIN FT 100 150.00 30,000.00 95.00 19,000.00 160.00 32,000.00 615.00 123,000 11 12 12" HOPE WATER MAIN LIN FT 9642 100.00 964,200.00 93.00 376,038.00 38.00 365,395.00 45.50 438.71 13 20" STEEL JACK AND BORE CASING PIPE LIN FT 193 500.00 677,800.00 60.00 580,800.00 65.00 622,000.00 1.550.00 129,195.00 11 16" HOPE WATER MAIN LIN FT 9680 70.00 677,800.00 60.00 580,800.00 65.00 622,000.00 66.50 68.42 12 12" HOPE WATER MAIN LIN FT 9680 70.00 677,800.00 60.00 580,800.00 65.00 622,000.00 66.50 68.50 68.20 68.0	6	BORING PIT (NON-ROAD AREA)	EACH	18	3,500.00	·						
9 OPEN CUT PIPE INSTALLATION (ROAD AREA) LINFT 1200 145.00 174.000.00 125.00 150.000.00 232.00 278.400.00 310.00 372.000 10 EXPLORATORY DIG (NON-ROAD AREA) LINFT 100 100.00 10.000.01 35.00 35.00 35.00 58.00 68.00 68.00 10.000.00 11.000.00 11.000.00 150.000.00 35.00 35.00 35.00 35.00 35.00.00 68.00 68.00 68.00 10.000.00 11.000.00 11.000.00 11.000.00 150.000.00 1	7	BORING PIT (ROAD AREA)	EACH	7	-,							78,400.00
10   EXPLORATORY DIG (NON-ROAD AREA)   LIN FT   100   100.00   10,000.00   35.00   3,500.00   68.00   6,800.00   101.00   10,100   11   EXPLORATORY DIG (ROAD AREA)   LIN FT   200   150.00   30,000.00   35.00   35.00   35.00   35.00   32,000.00   615.00   32,000.00   615.00   123,000   12   12   12   12   12   12   12	8	OPEN CUT PIPE INSTALLATION (NON-ROAD AREA)	LIN FT	10700		856,000.00						628,625.00
11   EXPLORATORY DIG (ROAD AREA)	9	OPEN CUT PIPE INSTALLATION (ROAD AREA)	LIN FT	1200	145.00					_	<u> </u>	372,000.00
12 12" HDPE WATER MAIN LIN FT 9642 100.00 964.200.00 39.00 376.038.00 366.398.00 45.50 438.711 13 20" STEEL JACK AND BORE CASING PIPE LIN FT 193 500.00 96.500.00 1,348.00 280.164.00 1,150.00 221,950.00 1.550.00 289.155 14 16" HDPE WATER MAIN LIN FT 9680 70.00 677.600.00 60.00 580.800.00 65.00 629.200.00 66.50 649.200.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 11.000.00 12.000.00 12.000.00 13.5	10	EXPLORATORY DIG (NON-ROAD AREA)	LIN FT	100	100.00	10,000.00					3	10,100,00
12   12   12   12   12   12   12   12	11	EXPLORATORY DIG (ROAD AREA)	LIN FT	200	150.00	30,000.00	95.00	19,000.00	160.00	,	L	123,000.00
13   20 STEEL JACK AND BORE CASING PIPE	12	12" HDPE WATER MAIN	LIN FT	9642	100.00	964,200.00	39.00	376,038.00			1.	438,711,00
15 24" STEEL JACK AND BORE CASING PIPE UN FT 74 1.850.00 136,900.00 1,978.00 146,372.00 1,500.00 111,000.00 1,325.00 98,050 16 12" HDPE HDD PIPE INSTALLATION LIN FT 3680 40.00 147,200.00 69.00 253,920.00 56.00 206,080.00 56.00 56.00 206,080.00 56.00 56.00 206,080.00 56.00 56.00 56.00 206,080.00 56.00 5	13	20" STEEL JACK AND BORE CASING PIPE	LIN FT	193	500.00	96,500.00	1,348.00	······	1,150.00			299,150.00
18   12" HDPE HDD PIPE INSTALLATION	14	16" HDPE WATER MAIN	LIN FT	9680	70.00	677,600.00	60.00		1			643,720.00
16 IZ PAPE HDD PIPE INSTALLATION LIN FT 3750 50.00 187,500.00 111.00 416,250.00 95.00 356,250.00 96.00 360,000 18 4" INSULATION SQ YD 100 50.00 50.00 50.00.00 73.00 73.00 73.00.00 68.00 6,800.00 91.00 91.00 19 CONNECT TO EXISTING WATER MAIN EACH 4 3,500.00 14,000.00 10,000.00 40,000.00 12,000.00 48,000.00 13,150.00 52.800 20 CONNECT TO EXISTING WATER SERVICE EACH 1 1,500.00 1,500.00 500.00 500.00 770.00 770.00 770.00 8.880.00 8.880 21 1" TAPPING TEE WITH ELECTROFUSION SADLE EACH 1 1,350.00 1,000.00 650.00 500.00 1,150.00 1,150.00 1,600.00 1,800 22 1" CURB STOP AND BOX EACH 1 1,350.00 1,350.00 750.00 750.00 1,500.00 1,500.00 1,500.00 1,200 23 1" HDPE WATER SERVICE PIPE LIN FT 65 75.00 4,875.00 65.00 4,225.00 45.00 2,925.00 44.00 2,860 24 TRACER WIRE BOX EACH 1 175.00 175.00 175.00 300.00 150.00.00 13,500.00 105	15	24" STEEL JACK AND BORE CASING PIPE	LIN FT	74	1,850.00	136,900.00	1,978.00		1			98,050.00
18 4* INSULATION SQ YD 100 \$0,00 \$5,000,00 73,00 73,00 68,00 6,800,00 91,00 91,00 19,100 19 CONNECT TO EXISTING WATER MAIN EACH 4 3,500,00 14,000,00 10,000,00 40,000,00 12,000,00 48,000,00 13,150,00 52,600 10 CONNECT TO EXISTING WATER SERVICE EACH 1 1,500,00 1,500,00 500,00 500,00 770,00 770,00 8,880,00 8,880 10 1,000,00 10,000,00 650,00 500,00 770,00 770,00 8,880,00 8,880 10 1,000,00 10,000,00 650,00 650,00 1,150,00 1,150,00 1,600,00 1,600,00 1,000,00 1,000,00 1,000,00 1,500,00 1,500,00 1,500,00 1,500,00 1,500,00 1,500,00 1,500,00 1,500,00 1,500,00 1,500,00 1,200	16	12" HDPE HDD PIPE INSTALLATION	LIN FT	3680	40.00	147,200.00	69.00	253,920.00				206,080.00
19 CONNECT TO EXISTING WATER MAIN EACH 4 3,500.00 14,000.00 10,000.00 40,000.00 12,000.00 48,000.00 13,150.00 52,800 CONNECT TO EXISTING WATER SERVICE EACH 1 1,500.00 1,500.00 500.00 500.00 770.00 770.00 8,880.00 8,880 121 1" TAPPING TEE WITH ELECTROFUSION SADDLE EACH 1 1,000.00 1,000.00 650.00 650.00 1,150.00 1,150.00 1,600.00 1,600.00 1,600.00 1,200.	17	16" HDPE HDD PIPE INSTALLATION	LINFT	3750	50.00	187,500.00	111.00					360,000.00
20 CONNECT TO EXISTING WATER SERVICE EACH 1 1,500.00 1,500.00 500.00 770.00 770.00 8,880.00 8,880 21 1" TAPPING TEE WITH ELECTROFUSION SADDLE EACH 1 1,000.00 1,000.00 650.00 650.00 1,150.00 1,500.00 1,600.00 1,600.00 22 1" CURB STOP AND BOX EACH 1 1,350.00 1,350.00 750.00 750.00 1,500.00 1,500.00 1,200.00 1,200.00 23 1" HDPE WATER SERVICE PIPE LIN FT 65 75.00 4,875.00 65.00 4,225.00 45.00 2,925.00 44.00 2,860.00 24 TRACER WIRE BOX EACH 1 175.00 175.00 300.00 300.00 430.00 430.00 105.00 105.00 105.00 25 FINISHED WATER MAIN HYDRANT ASSEMBLY EACH 10 9,500.00 95,000.00 15,000.00 13,500.00 135,000.00 18,700.00 18,700.00 26 RAW WATER MAIN HYDRANT ASSEMBLY EACH 5 20,000.00 100,000.00 18,000.00 90,000.00 17,200.00 86,000.00 18,700.00 93,500.00 27 12" GATE VALVE AND BOX EACH 11 6,500.00 71,500.00 90,000.00 17,200.00 84,600.00 7,200.00 79,200.00 120,000.00 150,000.00 150,000.00 150,000.00 150,000.00 13,900.00 14,100.00 84,600.00 13,900.00 14,100.00 84,600.00 13,900.00 14,100.00 84,600.00 13,900.00 14,100.00 84,600.00 13,900.00 14,100.00 84,600.00 13,900.00 14,100.00 84,600.00 13,900.00 14,100.00 84,600.00 84,600.00 84,600.00 84,600.00 84,600.00 84,600.00 84,600.00 84,600.00 84,	18	4" INSULATION	SQ YD	100	50,00	5,000.00						9,100.00
20 CONNECT TO EXISTING WATER SERVICE 21 1" TAPPING TEE WITH ELECTROFUSION SADDLE EACH 1 1,000.00 1,000.00 650.00 1,150.00 1,150.00 1,600.00 1,600.00 1,200.0	19	CONNECT TO EXISTING WATER MAIN	EACH	4	3,500.00	14,000,00	10,000.00	40,000.00				52,600.00
21 1" CURB STOP AND BOX EACH 1 1,350,00 1,350,00 750,00 1,500,00 1,500,00 1,200,00 1	20	CONNECT TO EXISTING WATER SERVICE	EACH	1	1,500.00	1,500,00	500.00	500,00				00,088,8
23 1" HDPE WATER SERVICE PIPE LIN FT 65 75.00 4,875.00 65.00 4,225.00 45.00 2,925.00 44.00 2,866 24 TRACER WIRE BOX EACH 1 175.00 175.00 300.00 300.00 430.00 430.00 105.00 105 25 FINISHED WATER MAIN HYDRANT ASSEMBLY EACH 10 9,500.00 95,000.00 150,000.00 13,500.00 135,000.00 18,700.00 187,000 26 RAW WATER MAIN HYDRANT ASSEMBLY EACH 5 20,000.00 100,000.00 18,000.00 17,200.00 86,000.00 18,700.00 93,500 27 12" GATE VALVE AND BOX EACH 11 6,500.00 71,500.00 90,000.00 7,400.00 81,400.00 7,200.00 79,200 28 16" BUTTERFLY VALVE AND BOX EACH 6 20,000.00 120,000.00 16,500.00 99,000.00 14,100.00 84,600.00 13,900.00 83,400 29 PRESSURE REDUCING VALVE ASSEMBLY EACH 1 170,000.00 170,000.00 155,000.00 155,000.00 152,900.00 192,000.00 192,000 30 ROCK REMOVAL (BOULDER) CU YD 250 60.00 15,000.00 50.00 12,500.00 80.00 20,000.00 68.00 17,000.00 170,000.00 1	21	1" TAPPING TEE WITH ELECTROFUSION SADDLE	EACH	1	1,000.00	1,000.00	650.00				1	1,600,00
24 TRACER WIRE BOX EACH 1 175.00 175.00 300.00 300.00 430.00 105.	22	1" CURB STOP AND BOX	EACH	1	1,350.00	1,350.00	750.00	750,00	1,500.00			1,200,00
25 FINISHED WATER MAIN HYDRANT ASSEMBLY EACH 10 9,500.00 95,000.00 15,000.00 13,500.00 135,000.00 18,700.0	23	1" HDPE WATER SERVICE PIPE	LIN FT	65	75,00	4,875.00	65.00	4,225.00	1			2,860,00
26 RAW WATER MAIN HYDRANT ASSEMBLY EACH 5 20,000.00 100,000.00 18,000.00 90,000.00 17,200.00 86,000.00 18,700.00 93,500 127 12" GATE VALVE AND BOX EACH 11 6,500.00 71,500.00 90,000.00 99,000.00 7,400.00 81,400.00 7,200.00 79,200 128 16" BUTTERFLY VALVE AND BOX EACH 6 20,000.00 120,000.00 16,500.00 99,000.00 14,100.00 84,600.00 13,900.00 83,400 129 PRESSURE REDUCING VALVE ASSEMBLY EACH 1 170,000.00 170,000.00 155,000.00 155,000.00 152,900.00 152,900.00 192,000.00 192,000 100	24	TRACER WIRE BOX	EACH	1	175,00	175.00	300.00		1			105.00
26 RAV WATER MAIN FIDRANT ASSEMBLY EACH 11 6,500.00 71,500.00 9,000.00 99,000.00 7,400.00 81,400.00 7,200.00 79,200 28 16" BUTTERFLY VALVE AND BOX EACH 6 20,000.00 120,000.00 16,500.00 99,000.00 14,100.00 84,600.00 13,900.00 83,400 29 PRESSURE REDUCING VALVE ASSEMBLY EACH 1 170,000.00 170,000.00 155,000.00 152,900.00 152,900.00 192,000.00 192,000 30 ROCK REMOVAL (BOULDER) CU YD 250 60.00 15,000.00 50.00 12,500.00 80.00 20,000.00 68.00 17,000 31 ENGINEER'S ESTIMATE CONTINGENCY LS 1 681,174.00 681,174.00 0.00 0.00 0.00 0.00 0.00 0.00 54,673,000 54,777,11	25	FINISHED WATER MAIN HYDRANT ASSEMBLY	EACH	10	9,500,00	95,000.00	15,000.00	150,000.00				187,000.00
28 16" BUTTERFLY VALVE AND BOX EACH 6 20,000.00 120,000.00 155,000.00 14,100.00 84,600.00 13,900.00 83,400 29 PRESSURE REDUCING VALVE ASSEMBLY EACH 1 170,000.00 170,000.00 155,000.00 152,900.00 152,900.00 192,000.00 192,000 30 ROCK REMOVAL (BOULDER) CU YD 250 60.00 15,000.00 50.00 12,500.00 80.00 20,000.00 68.00 17,000 31 ENGINEER'S ESTIMATE CONTINGENCY LS 1 681,174.00 681,174.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	26		EACH	5	20,000.00	100,000.00	18,000.00			,		93,500.00
29 PRESSURE REDUCING VALVE ASSEMBLY EACH 1 170,000.00 170,000.00 155,000.00 152,900.00 152,900.00 192,000.00 1	27	12" GATE VALVE AND BOX	EACH	11	6,500.00	71,500.00	9,000,00	L				79,200.00
29   PRESSURE REDUCING VALVE ASSEMBLY   1   1   1   1   1   1   1   1   1	28	16" BUTTERFLY VALVE AND BOX	EACH	6	20,000.00	120,000.00	16,500.00	·				83,400.00
30 ROCK REMOVAL (BOULDER)	29	PRESSURE REDUCING VALVE ASSEMBLY	EACH	1	170,000.00	170,000,00	155,000.00	155,000.00	152,900.00		1	192,000.00
31 ENGINEER'S ESTIMATE CONTINGENCT LS 1 CONTINGENCE CA 2017/100 CA	30	ROCK REMOVAL (BOULDER)	CU YD	250	60.00	15,000.00	50.00	12,500.00	.1	20,000.00	68.00	17,000.00
05.44.744.00	31	ENGINEER'S ESTIMATE CONTINGENCY	LS	1	681,174.00	681,174.00	0.00	0.00	0.00	0,00	0.00	0.00
TOTAL BID PRICE \$5,174,714.00 \$4,264,732.00 \$4,507,600.00 \$4,707,110	TOTAL BID	PRICE				\$5,114,714.00		\$4,284,732.00		\$4,567,800.00		\$4,787,113.25

Short Elliott Hendrickson Inc.



# TABULATION OF BIDS

East Range	Joint Water Project - Water Treatment Plant			Engineer's Estimate	÷	Magney Construction	n, Inc.	Lakehead Construc	tors, Inc
Aurora, MN	<del>-</del>			_		1401 Park Road		3801 Winter Street	
SEH No.: AUROR 159723			Chanhassen, MN 55317		Superior, WI 54880				
Bid Date: 2:	00 p.m., Monday, November 6, 2023			\$13,135,212.00		\$15,997,800.00		\$19,140,100.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	WATER TREATMENT PLANT	LS	1	\$13,093,312.00	\$13,093,312.00	\$15,955,900.00	\$15,955,900.00	\$19,098,200.00	\$19,098,200.00
2	ALLOWANCE	ALLOW	1	41,900.00	41,900.00	41,900.00	41,900.00	41,900.00	41,900.00
TOTAL BID	PRICE	.,,,,,,,,			\$13,135,212.00		\$15,997,800.00		\$19,140,100.00



# **TABULATION OF BIDS**

East Range	Joint Water Project - Raw Water Intake			Engineer's Estimate		Magney Construction	n, Inc.
Aurora, MN						1401 Park Road	
SEH No.: AL	JROR 159723					Chanhassen, MN 55	317
Bid Date: 2:	00 p.m., Monday, November 6, 2023			\$7,018,990.00		\$9,147,000.00	
			Est.				
Item No.	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	RAW WATER INTAKE & PUMP STATION	LS	1	\$7,018,990.00	\$7,018,990.00	\$9,147,000.00	\$9,147,000.00
TOTAL BID	PRICE	•	- <b>A</b>		\$7,018,990.00		\$9,147,000.00



# LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to <a href="mailto:psech@lmc.org">psech@lmc.org</a>, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: East Range Water Board
Check one:
■ The member <b>DOES NOT WAIVE</b> the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.
☐ The member <b>WAIVES</b> the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.
Date of member's governing body meeting: 11/15/2023
Signature:
Position:

Covenant Number: CMC\_1005270-2

# **COMMON COVERAGE DECLARATIONS**

Coverage is Provided by:

# THE LEAGUE OF MINNESOTA CITIES **INSURANCE TRUST**

**Previous Covenant Number:** CMC\_1005270-1

(Herein called LMCIT)



Item 1.	CITY and MAILING ADDRESS EAST RANGE WATER BOARD	
	16 W 2ND AVE N AURORA, MN 55705	
Item 2.		andard Time at Mailing Address on overage Declarations
Item 3.	THE COVERED PARTY IS: JOINT POWERS ENTITY	•
Item 4.	COVERAGE PARTS:	
	IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND THIS COVENANT, <i>LMCIT</i> AGREES TO PROVIDE THE COSHOWN BELOW FOR WHICH A PREMIUM CHARGE IS S	VERED PARTY WITH COVERAGES
	PROPERTY, CRIME, BOND, and PETROFUND	Premium
	Property	NOT COVERED
	Additional Covered Loss or Damages	INCLUDED
	Water and Supplemental Flood Coverage	INCLUDED
	Crime	INCLUDED
	Bond	<u>\$ 125</u>
	Petrofund	INCLUDED
	FIRST PARTY CYBER	\$ 475
	EQUIPMENT BREAKDOWN	NOT COVERED
	MUNICIPAL LIABILITY	\$ 1,295_
	Medical and Related Expense	INCLUDED
	AUTOMOBILE LIABILITY	\$ 81
	AUTOMOBILE PHYSICAL DAMAGE	INCLUDED
	TOTAL	\$ 1,976
Item 5.	GENERAL ANNUAL AGGREGATE DEDUCTIBLE: DO	ES NOT APPLY
Item 6.	PREMIUM IS DUE AND PAYABLE: 1-Pay (100% down	n, no Service Fees)
Item 7.	FORMS APPLICABLE TO ALL COVERAGE PARTS:	
	CCM(11/16) ME091(11/17)	
Item 8.	DECLARATIONS APPLICABLE:	
	DEC-011(11/21) DEC-012(11/21) DEC-013(11/2	(2) DEC-016(11/15)

DEC-022(11/21)

COVERED PARTY	COVENANT NUMBER	EFFECTIVE DATE
East Range Water Board	CMC 1005270-2	02/16/2023

THIS ENDORSEMENT AMENDS THE COMMON COVERAGE DECLARATION, FORM DEC-011 (11/21) AS FOLLOWS:

# Item 4. COVERAGE PARTS:

# ${\bf PROPERTY, CRIME, BOND \ AND \ PETROFUND:}$

Additional covered Loss or Damages <u>Not Covered</u>

Water and Supplemental Flood Coverage Not Covered

All other terms and conditions remain unchanged.

LMCIT ME091(11/17) Page 1 of 1

# **COMMON CONDITIONS**

ALL COVERAGE PARTS INCLUDED IN THIS COVENANT ARE SUBJECT TO THE FOLLOWING CONDITIONS:

#### 1. CANCELLATION AND NON-RENEWAL

- a. The *city* shown in the Declarations may cancel this covenant by mailing or delivering to *LMCIT* advance written notice of cancellation.
- b. *LMCIT* may cancel this covenant by mailing or delivering to the *city* shown in the Declarations written notice of cancellation at least:
  - (1) 10 days before the effective date of the cancellation if *LMCIT* cancels for nonpayment of premium; or
  - (2) 30 days before the effective date of the cancellation if LMCIT cancels for any other reason.
- c. LMCIT will mail or deliver its notice to the city shown in the Declarations last mailing address known I MCIT
- d. Notice of cancellation will state the effective date of cancellation. The coverage period will end on that date.
- e. If this covenant is canceled, *LMCIT* will send the *city* shown in the Declarations any premium refund due. If *LMCIT* cancels, the refund will be pro-rata. If the *city* cancels, the refund may be less than the pro-rata. The cancellation will be effective even if *LMCIT* has not made or offered a refund.
- f. If *LMCIT* decides not to renew this covenant, *LMCIT* will mail or deliver to the *city* shown in the Declaration written notice of the non-renewal not less than 30 days before the expiration date.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

# 2. CHANGES

This covenant contains all the agreements between *LMCIT* and the *city* concerning the coverage afforded. The *city* shown in the Declarations is authorized to make changes in the terms of this coverage agreement with the consent of *LMCIT*. The coverage terms can be amended or waived only by endorsement issued by *LMCIT* and made a part of this covenant or by acknowledgment by *LMCIT* that an endorsement will be issued at a later date.

# 3. RATING AUTHORITY AND EXAMINATION OF THE CITY'S BOOKS AND RECORDS

LMCIT shall have full discretionary authority to promulgate rates and establish the premium to be charged for the coverage period under this covenant.

LMCIT may, at its discretion or at the city's request, examine and audit the city's books as they relate to this covenant during the coverage period and up to one year thereafter and, accordingly, make any necessary adjustments in premium. No premium adjustments will be made after one year following the expiration of the coverage period.

#### 4. INSPECTIONS AND SURVEYS

LMCIT has the right, but it is not obligated to:

- a. Make inspections and surveys at any time.
- b. Give the city reports on the conditions it finds; and
- c. Recommend changes.

Neither *LMCIT's* right to make inspections nor its making any report thereon shall constitute any undertaking on behalf of or for the benefit of the *city* or others to determine or warrant that such property or *operations* are safe or healthful or free from hazard or are in compliance with any law, rule or regulation.

These conditions apply not only to *LMCIT*, but also to any rating advisory, rate service, or similar organization which makes inspections, surveys, reports, or recommendations.

#### 5. PREMIUMS

The city shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums.

# 6. TRANSFER OF THE CITY'S RIGHTS AND DUTIES UNDER THIS COVENANT

The *city*'s rights and duties under this covenant may not be assigned or otherwise transferred without the written consent of *LMCIT*.

#### 7. OVERLAP OF COVERAGE

In the event of a dispute between *LMCIT* and one or more insurers as to which policy or coverage agreement applies to a covered loss, *LMCIT* shall indemnify the *city* for any legal or other expenses which are necessarily incurred by the *city* in determining whether *LMCIT* or the insurer(s) shall bear the loss. Such indemnification shall be made only if it is determined that payment of the loss shall be made under this covenant. If the loss is shared by *LMCIT* and one or more insurers, indemnification shall be made in the same proportion as the loss payment. The *city* and *LMCIT* shall cooperate in the development and execution of reasonable procedures to resolve the dispute.

### 8. ASSESSIBILITY

All cities in the joint coverage pool are jointly and severally liable for all claims and expenses of the pool. The amount of any liabilities in excess of assets may be assessed to the members of the pool when a deficiency is identified.

#### 9. NUCLEAR HAZARD

*LMCIT,* under this covenant, does not cover any loss or claim for damage that is caused in part or in total by nuclear reaction or radiation, or radioactive contamination, however caused.

# 10. CONCEALMENT OR FRAUD

This covenant is void if the *city* has intentionally concealed or misrepresented any material fact or circumstance relating to this covenant.

## 11. OTHER COVERAGE

- a. Except as provided in paragraph b., this coverage is excess over the following:
  - (1) Any liability insurance policy of another party on which the covered party is an additional insured or additional named insured.

- (2) Any other valid and collectible insurance policy or other coverage, whether such other policy or coverage is primary, excess, contingent, or any other basis, unless that policy or coverage is specifically written to be excess over this covenant.
- b. This coverage is primary for any of the following losses:
  - (1) A covered loss of *business personal effects*, with respect to any coverage provided under the *employee's* homeowners' insurance or similar coverage.
  - (2) A covered loss of *contents or mobile property* in the *city*'s care, custody and control that is used to maintain the *operations* of the *city*, with respect to coverage provided under an insurance policy of the owner covering that property.
  - (3) A covered loss resulting from the *city*'s maintenance or use, including *loading* or *unloading*, of any *owned automobile* that is not a *trailer*.
  - (4) A covered loss resulting from the *city*'s maintenance or use, including *loading* or *unloading*, of any *trailer* the *city* does not own but which is connected to an *owned* automobile.
  - (5) Any covered liability claim against a party who has been added by endorsement as an additional covered party under this covenant, unless that endorsement specifically provides that this covenant is excess.
  - (6) A covered loss to a covered automobile as provided by the Municipal Automobile Physical Damage Coverage.
  - (7) A covered loss to a *builder's risk property* as provided by *Buildings* in the Course of Construction, Alteration or Repair Coverage.

### 12. RECOVERIES

Except as otherwise required by statute, any "net recovery" from a third party on a covered loss will be allocated between the *city* and LMCIT in proportion to their respective shares of the total covered loss. "Net recovery" means the total amount recovered from a third party; minus the cost of obtaining that recovery; but "net recovery" does not include amounts *LMCIT* recovers from a reinsurer, The *city*'s share of the covered loss includes any applicable deductible; any amounts for which the *city* is responsible under any co-pay provisions; and any amounts which exceed the applicable coverage limit.

# 13. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO LMCIT

Except as provided below, if any person or organization to or for whom *LMCIT* makes payment under this covenant has rights to recover *damages* from another, those rights are transferred to *LMCIT* to the extent of *LMCIT*'s payment. That person or organization must do everything necessary to secure our rights and must do nothing before or after a loss to impair them.

- a. The city may waive the city's rights against another party in writing prior to a covered loss or damage but this does not apply to a covered loss or damage as provided by the Municipal Bond Coverage or Municipal Crime Coverage. The city does not need to notify LMCIT in writing.
- b. The city may waive the city's rights against another party in writing after a covered loss or damage as provided by the Municipal Property Coverage, only if at the time of loss that party is one of the following:
  - (1) Another covered party covered by this covenant
  - (2) Another entity
    - (a) Owned or controlled by the city; or
    - (b) That owns or controls the city.

#### 14. DUTY TO COOPERATE

The city, or other covered party, including its officers, employees or agents, shall fully cooperate with LMCIT in the processing and investigation of claims under this covenant. In addition, the city, or other covered party, including its officers, employees or agents, shall not take any action nor do anything that would impair or prejudice the investigation or processing of any claim, or LMC1T's defense of any claim or suit. If the city, or other covered party, including its officers, employees or agents fails to cooperate or takes any action or does anything that impairs or prejudices the investigation or processing of any claim, or LMCIT's defense of any claim or suit, LMCIT shall have the right to withdraw coverage with respect to such claim or suit or to modify, cancel or not renew coverage. Notwithstanding the above, nothing herein shall be construed to apply to a legitimate response by the city, a covered party, or any of its officers, employees and agents, to a request for information made as part of a legal proceeding or pursuant to other statutory or legal obligation; nor shall it be deemed to apply to an action brought by a covered party, or any of its officers, employees or agents against the city or another covered party.

## 15. COVENANT EXPIRATION DATE

Covenant expires on the expiration date unless the *city* has requested that coverage be extended and *LMC1T* has sent a written confirmation of the extension to the *city*.

#### 16. RIGHT TO OFFSET

Notwithstanding any other provision of this covenant to the contrary, if the *city* fails to make timely payment of amounts owed to *LMCIT*, including premiums, penalties, deductibles, co-pays, premium audit adjustments or retrospective rating plan charges, *LMCIT*, in addition to other remedies available to it, shall have the right to retain and offset any amounts owed to the *city* and apply the amounts so retained against the unpaid and overdue amounts. Amounts owed to the *city*, which are subject to an offset include, but are not limited to, dividends, premium audit adjustments, retrospective rating plan adjustments, and claims payments owed to the *city by LMCIT*.

Covenant Number: CMC 1005270-2

# MUNICIPAL PROPERTY, CRIME, BOND, PETROFUND, and EQUIPMENT BREAKDOWN DECLARATIONS

Coverage is Provided by:

# THE LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

(Herein called LMCIT)



Item 1.	CITY: EAST RAN	GE WATER BOARD			
Item 2.	COVERAGE PERIOD	) <b>:</b>			
	From: 02/16/2023	To: 02/16/2024	12:01 AM Standar on Common Cove		
ltem 3.	THE COVERED PAR	TY IS: JOINT POWERS E	NTITY		
Item 4	COVERAGE:				
	THIS COVENANT, L	E PAYMENT OF THE PREM MCIT AGREES TO PROVID R WHICH A LIMIT IS STAT	E THE COVERED P	T TO ALL TH ARTY WITH	IE TERMS OF COVERAGES
Item 5.	COVERAGE PART C	NE - PROPERTY			
	Section I - Property	General Limit of Coverage F	Per Occurrence \$		0
		This general limit is subject Coverage and Valuation, an	to the sublimits as desc d the <i>specific property</i> i	ribed in Section limit.	n VI, Limits of
		Terrorism loss occurrence-s	hared limit \$_		50,000,000
		This limit is subject to the pr Endorsement - ME079(11/0		m Losses - Spe	ecial Pool Limit
	Section II - Additional C	overed Loss or Damages			
	1. Loss of Revenue, E	Extra Expenses and Expediting	Expense \$	5,000,000	Per Occurrence
	2. Demolition and Del	oris Removal			
	(Direct Physical Da	mage to Covered Property)		5% of the Estir	mated Replacement ered Property
	(No Direct Physical	Damage to Covered Property)	\$	50,000	Per Occurrence
	3. Leasehold Interest		\$	500,000	Per Location
	4. Accounts Receival	le	\$	500,000	Per Location
	<ol><li>Valuable Papers a</li></ol>	nd Records	\$	500,000	Per Location
	<ol><li>Utility Services</li></ol>		\$	100,000	Per Occurrence
	7. Green Building Exp	penses			act Cost but not to  O. Per Location
	<ol><li>Asbestos Clean up</li></ol>	, Abatement and Removal	\$	250,000	Per Location
	9. Pollutant Clean up	and Removal	\$	250,000	Per Location
	10. Errors		\$	500,000	Per Occurrence
	11. Rental Reimburser	ment	\$	250,000	Annual Aggregate
	12. Arson Reward		\$	5,000	Per Fire Loss
	13. Extra ordinary Exp	ense	\$	250,000	Annual Aggregate
	Section IV - Water and	Supplemental Flood Coverage	\$	500,000	Per Occurrence
		-	\$	500,000	Annual Aggregate



	PROPERTY INCLUDED IN THE SECTION I COVERA PROPERTY FOR THOSE LOCATIONS INCLUDED IN			
Item 7.	<b>DEDUCTIBLE</b> (Deductible applies per occurrence any, shown on Common Coverage Declarations):	subject t	to General Annual Aggregate Deductible	, if
	COVERAGE PART ONE - PROPERTY	\$	250 Per Occurrence	
item 8.	COVERAGE PARTS, FORMS, SCHEDULES AND COVERAGE.	) ENDOR	RSEMENTS APPLICABLE TO THIS	
	MPCBP(11/22)			
Item 9.	MORTGAGE HOLDER (if applicable):			
Item 10.	COVERAGE PART TWO - CRIME			
	LIMIT OF COVERAGE PER OCCURRENCE FRAUDULENT INSTRUCTION LOSS SUBLIMIT	\$ \$	250,000 50,000	
Item 11.	<b>DEDUCTIBLE</b> (Deductible applies per occurrence any, shown on Common Coverage Declarations):	subject	to General Annual Aggregate Deductible	, if
	COVERAGE PART TWO - CRIME	\$	250 Per Occurrence	
Item 12.	COVERAGE PARTS, FORMS, SCHEDULES ANI	D ENDOF	RSEMENTS APPLICABLE TO THIS	

liem 6. REFER TO SCHEDULE OF COVERED PROPERTY FOR THOSE LOCATIONS INCLUDED IN THE

SECTION I COVERAGE; THE SCHEDULE OF COVERED MOBILE PROPERTY FOR THE MOBILE

COVERAGE.

MPCBP(11/22)



50,000
ect to General Annual Aggregate Deducti
250 Per Occurrence
OORSEMENTS APPLICABLE TO THIS
<u>le)</u>
MAXIMUM
<u>\$ 250,000</u>
\$ 250,000
ND <u>NOT APPLICABLE</u>
DORSEMENTS APPLICABLE TO THIS
ANY ONE ACCIDENT
<u> </u>