

East Range Water Board

Regular Meeting

Wednesday, October 20, 2021

4:30 p.m.

City/Town Government Center

Board Members:

Clark Niemi, TOW Jon Skelton, TOW

Doug Gregor, COA David Skelton, COA Jim Gentilini, COA

Other Team Members:

Stefanie Dickinson, COA Jodi Knaus, TOW Wayne Thuringer, COA

Todd Koneczny, BR Miles Jensen, SEH Kevin Young, SEH

Mia Thibodeau, Fryberger Law Mike Larson, SEH Dennis Schubbe, NTS

1. Call to Order/Roll Call
2. Approval of Minutes from September 15, 2021 Meeting
3. Treasurer Report
 - a. Payments
 - b. Receipts
 - c. Balances (including the “Biwabik Fund”)
 - d. Invoices to Approve
 - 1 SEH Invoice #412625 in the amount of \$40,083.00
 - 2 SEH Invoice #414201 in the amount of \$107,763.00
 - 3 SEH Payment Summary
 - 4 Others
4. Community Comments
5. Proposed Building Rescue Contract
6. Work Order For Land Interests
7. Legal Matters:
 - a. Building Rescue Contract – in form for approval
 - b. Scenic Acres Land and Facility Ownership Report from Paul Kilgore
 - c. Entity Ownership of Project Land Interests
 - d. SLC Lease for Intake Site Status
 - e. By-law Development Status
 - f. Status of Acquisition of Parcel 100-0047-00090 owned by the State of Minnesota
8. Scenic Acres Discussion
 - a. Letter sent by TOW to Scenic Acres Residents
9. SEH Report

- a. Engineering work status
- b. Tech Committee Report
- c. David Rosa land easement status
- d. Funding Initiatives – Status
- i. U.S. Army Corps of Engineers - Regulatory File No. MVP-2021-01803-ARC
 - 1 Response
 - a 75% match for component part
 - b SEH working on component to target
 - ii. CDBG application - \$ 600,000
 - iii. DIRRR Initiative – plan for next meeting request letter
- 10. St. James Pit status update Jim or Wayne):
 - a. LCCMR project status
 - b. Zebra mussels update – if any
 - c. Bond request for 2022
- 11. Insurance Status –LMC update – Jodi or Lindsey
- 12. Other business
- 13. Next meeting date
- 14. Adjournment

**Minutes
Special Meeting of East Range Water Board
City/Town Government Center
Wednesday, September 15, 2021
4:30 p.m.**

PRESENT: Chairman, Doug Gregor; Vice Chairman, Jon Skelton; Secretary/Treasurer, David Skelton; Board Member, Clark Niemi; Board Member, Jim Gentilini

ABSENT:

ALSO PRESENT: Jodi Knaus, Town of White Clerk-Manager; Lindsey Luke, Secretary; Miles Jensen, SEH; Mike Larson, SEH

A board meeting was called to order by Chairman Gregor at 4:36 p.m.

1.) MOVED BY D. SKELTON SUPPORTED BY J. SKELTON TO APPROVE THE MINUTES FROM AUGUST 18, 2021. MOTION CARRIED.

2.) MOVED BY D. SKELTON SUPPORTED BY NIEMI TO APPROVE THE PAYMENT TO BUILDING RESCUE FOR INVOICE #170 IN THE AMOUNT OF \$2,524.50. MOTION CARRIED.

3.) Chairman Gregor reported that a variance had been granted by the St. Louis County Board of Adjustments, to allow a 75-foot setback of the main intake facility on the northern side of the Embarrass Pit Lake. They also permitted the access roadway to be within 30-feet of the shoreline, subject to certain conditions. Miles Jensen, SEH, spoke about the status on the soil borings near the intake site.

4.) Community Comments:

John Baxter, resident of Scenic Acres, provided the Town of White with a memo regarding what topics the Scenic Acres Home Owners Association came up with to discuss. On behalf of the memo, he spoke about bullet point #1, to address the fact that a letter that the residents of Scenic Acres and White Pine Acres received that appeared to be written by the Home Owner Association President, Jim Luke, was in fact not written by Jim Luke, or any member of the Home Owners Association. He also indicated that the residence of Scenic Acres, owners who have been told they will have to pay a fee in order to hook up to the new waterline, want for an Assessment Fee to be established so the Home Owners Association can conduct their owner meeting with all the residents.

Vice-Chairman, J. Skelton, responded on behalf of the memo provided from Scenic Acres, and informed the residents that a response would be provided from the Town of White, in order to provide accurate and descriptive information. As regards to the letter that was falsely signed, the Town of White assured the residents that this letter was used only as a letter of support for bond committee hearing purposes. The letter was provided at a time when the Scenic Acres residence were still inquiring Town of White's to provide water to all residents.

Bob Rutka, resident of Scenic Acres, spoke in regards to the caustic allegations that he is seeing Scenic Acres and White Pine Acres being accused of.

Vice-Chairman, J. Skelton, stated that the Home Owners Association will be conducting a meeting to address some of these issues. The Town of White utilized the provided letter for bonding purposes only,

and are not sure who provided the letter. The Town of White did provide information in order to properly draft this letter to obtain necessary state project funding.

Scenic Acres Home Owners Association President, Jim Luke, informed the Board that water was requested by the Scenic Acres community prior to 2018. As water problems persisted, the Scenic Acres residents provided enough funding collectively to invest in a new water source. An estimate of \$50,000.00 was invested for the new well. As this project proceeds, the Scenic Acres Home Owners requests to be involved in the project as much as possible.

5.) Legal Matters:

Mia Thibodeau with the Fryberger Law firm, discussed the previous services provided by her firm to the City of Aurora. In order for the Board to utilize the services of Fryberger Law, a Conflict of Interest Waiver should be executed by the Board to entitle her law firm to now separately represent the Board. An Engagement Letter was presented with a brief description of the legal services Fryberger Law will conduct in regards to certain real-estate matters.

MOVED BY J. SKELTON SUPPORTED BY GENTILINI TO ADOPT THE ENGAGEMENT LETTER FROM FRYBERGER LAW FIRM. MOTION CARRIED.

MOVED BY D. SKELTON SUPPORTED BY NIEMI TO ADOPT THE CONFLICT OF INTEREST WAIVER FROM FRYBERGER LAW FIRM. MOTION CARRIED.

Mia Thibodeau with Fryberger Law discussed current real-estate matters in the Scenic Acres area regarding ownership of land needed for the water project. The recommendation was to proceed with further investigating Title work with a Title Company in order to do a more thorough analysis of ownership within the Scenic Acres development.

MOVED BY D. SKELTON SUPPORTED BY J. SKELTON TO AUTHORIZE FRYBERGER LAW FIRM TO WORK WITH A TITLE COMPANY TO FURTHER RESEARCH OWNERSHIP OF LAND NEEDED FOR THE WATER SYSTEM. MOTION CARRIED.

Mike Larson, SEH, and Miles Jensen, SEH, gave updates regarding land near the Pineville area.

Mia Thibodeau, Fryberger Law, gave an update regarding the status of the St. Louis County land lease for the intake site.

Chairman Gregor gave an update on the status of the development of bylaws for the East Range Water Board.

Stefanie Dickinson, City of Aurora Clerk-Treasurer, provided a purchase price for Parcels numbers 100-0047-00090 and 100-0047-00070 owned by the State of Minnesota. Miles Jensen, SEH, assured the board that these properties would both be vital to the operation.

MOVED BY D. SKELTON SUPPORTED BY GENTILINI TO PURCHASE PARCEL NUMBER 100-0047-00090 CONTINGENT ON NEGOTIATING THE PRICE AS A PUBLIC PURPOSE USE PURCHASE, THIS AMOUNT SHOULD NOT EXCEED \$6,115.81. MOTION CARRIED.

7.) SEH Status

Miles Jensen, SEH, gave an update on the current approval process and recommended that Task #3 be discussed at a further meeting.

8.) Funding Initiatives:

Mike Larson, SEH, presented a potential financial road map to fund the East Range Water project. Currently, the total amount of secured bond funding from the legislature is \$7,500,000.00. He described different funding options that are potential funding sources for the project.

Miles Jensen, SEH, confirmed that SEH had completed a Wetland delineation of the project and found that there are a couple of locations where the Board will have to apply for authorization of temporary disturbance of wetland, prior to doing construction work. There will be no permanent changes made to wetlands throughout the project.

9.) Tech Committee Report:

Miles Jensen, SEH, gave an update regarding the last Technical Committee meeting held on Tuesday, September 7, 2021. As a review, the Committee discussed the soil borings and the results for the project to work on. The Committee also reviewed the civil drawings needed for the project. Decisions need to be made on the locations for the pipelines that will run through Pineville and Scenic Acres, as well as the location for the Pressure Reduction Valve (PRV) Station. Further options will have to be discussed regarding routing the pipeline through Pineville, which SEH's Dan Hindsman will work on.

D. Skelton, Treasurer, discussed the role of the Technical Committee in deciding which route through Pineville the new pipeline should take and the property interests that need to be acquired based on SEH's recommendation.

10.) St. James Pit Status Update:

Board Member, Jim Gentilini, updated the board regarding the status of the St. James Pit. The MN DNR and NTS have been in contact with the City of Aurora regarding the presence of immature Zebra Mussels. The quality of our drinking water is not affected by this condition.

Mike Larson with SEH reported that, if there are funds left over from the grant presented to the City of Aurora for updates to St. James Pit, they can be used towards the water project.

11.) Town of White Clerk-Manager, Jodi Knaus, updated the Board regarding the League of Minnesota Insurance quote received from a local insurance provider.

12.) NTS Contract

Miles Jensen, SEH, reported that a contract with NTS is not necessary at this time.

13.) Scenic Acres Discussion

A discussion with Scenic Acres residents and the Board members occurred.

D. Skelton reported that a tentative timeline will be presented in the future.

Patti Luke, resident of Scenic Acres, inquired information about letter received by Scenic Acres residents and White Pine residents.

J. Skelton, Town of White Chair, recommended that the Home Owners Association have a meeting to discuss the letter in more detail.

Chad Skelton, White Pine Acres resident, reported that he feels somewhat responsible as he did help draft the letter. Suggested that the letter be rewritten as a new letter.

J. Skelton, Town of White Chair, recommended that a letter be created for the Town of White to accept as an amendment to the original letter with the current information in it.

Chad Skelton, White Pine Acres resident, informed the Board that he drafted the letter in order to gain support for grants and other funds.

D. Skelton, Board Member, reported that very little came from that letter. It was used to receive funding. However, the letter was not a huge asset to the Boards current status today.

Scenic Acres residents inquired having a representative on the Board, or having communication between the Home Owners Association of Scenic Acres and the East Range Water Board.

14.) Other Business

Jim Gentilini, Board Member, inquired information regarding ordinances of the Board.

16.) Adjournment

MOVED BY J. SKELTON SUPPORTED BY NIEMI TO ADJOURN THE MEETING AT 6:18 P.M. MOTION CARRIED

Next Regular East Range Water Board Meeting Date: October 20, 2021 at 4:30 p.m.



Invoice

 Invoice Number: **412625**

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


BILL TO:

 Lindsey Luke
 City of Aurora PO
 Box 160 Aurora
 MN 55705

REMIT PAYMENT TO:

 Short Elliott Hendrickson, Inc.
 PO Box 64780
 Saint Paul, MN 55164-0780

Pay This Amount	\$51,319.12 \$40,083.00
Due Date	21-OCT-21
Invoice Date	21-SEP-21
Bill Through Date	31-AUG-21
Terms	30 NET
SEH Customer Acct #	1360
Customer Project #	
Agreement / PO #	159723
Authorized Amount	\$227,320.12
Authorized Amount Remaining	\$0.00
Project Manager	Miles Jensen mjensen@sehinc.com 651.490.2000
Client Service Manager	Matt Reid mreid@sehinc.com 218.741.4284
Accounting Representative	See Lor slor@sehinc.com 651.490.2000

Project #	Project Name	Project Description
159723	AUROR East Range WTP Task 1	East Range WTP Task 1

Notes:

Check #55738 included Amendment 2 payment of \$11,236.12. Payment has been applied to this invoice.
Amount Due is \$40,083.00

CC:

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

Task: -
Fee

Description	Amount
(100% of \$227,320.12) less previously billed of \$176,001.00	\$51,319.12
	\$51,319.12

Task: Billing Summary

	<u>Current Amount</u>	<u>Previously Invoiced</u>	<u>Cumulative</u>
Fee	\$51,319.12	\$176,001.00	\$227,320.12
Totals	\$51,319.12 \$40,083.00	\$176,001.00	\$227,320.12

Task: Total: \$51,319.12
Invoice total \$51,319.12



Invoice

Invoice Number: **412625**

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

Project Billing Summary

	<u>Current Amount Due</u>	<u>Previously Invoiced</u>	<u>Cumulative</u>
Totals	\$51,313.12 \$40,083.00	\$176,001.00	\$227,320.12



Invoice

 Invoice Number: **414201**

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


BILL TO:

 Attn: Accounts Payable
 East Range Water Board
 16 West 2nd Avenue North
 AURORA MN 55705

REMIT PAYMENT TO:

 Short Elliott Hendrickson, Inc.
 PO Box 64780
 Saint Paul, MN 55164-0780

Pay This Amount	\$107,763.00
Due Date	14-NOV-21
Invoice Date	15-OCT-21
Bill Through Date	30-SEP-21
Terms	30 NET
SEH Customer Acct #	84463
Customer Project #	
Agreement / PO #	163450
Authorized Amount	\$493,000.00
Authorized Amount Remaining	\$385,237.00
Project Manager	Miles Jensen mjensen@sehinc.com 651.490.2000
Client Service Manager	Benita Crow bcrow@sehinc.com 651.490.2000
Accounting Representative	See Lor slor@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	Amount
(51% of \$211,300.00) less previously billed of \$0.00	\$107,763.00
	\$107,763.00

Invoice total \$107,763.00
Project Billing Summary

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
Totals	\$107,763.00	\$0.00	\$107,763.00

SEH Customer AR Ledger

Customer Name	Project Number	Receipt/Adj Number	Date	Billed Amount	Received Amount	Summary Amount	Invoice Number
City of Aurora	159723		April 19, 2021	\$18,207.00	\$0.00	\$18,207.00	403965
City of Aurora	159723		May 13, 2021	\$10,115.00	\$0.00	\$10,115.00	405293
City of Aurora	159723	1368	May 27, 2021	\$0.00	\$18,207.00	(\$18,207.00)	403965
City of Aurora	159723	1374	June 07, 2021	\$0.00	\$10,115.00	(\$10,115.00)	405293
City of Aurora	159723		June 10, 2021	\$93,058.00	\$0.00	\$93,058.00	406866
City of Aurora	159723		July 19, 2021	\$38,437.00	\$0.00	\$38,437.00	409061
City of Aurora	159723	127380	July 21, 2021	\$0.00	\$93,058.00	(\$93,058.00)	406866
City of Aurora	159723		August 16, 2021	\$16,184.00	\$0.00	\$16,184.00	410773
City of Aurora	159723	1416	August 18, 2021	\$0.00	\$38,437.00	(\$38,437.00)	409061
City of Aurora	159723	55738	August 25, 2021	\$0.00	\$16,184.00	(\$16,184.00)	410773
City of Aurora	159723		September 21, 2021	\$51,319.12	\$0.00	\$51,319.12	412625
City of Aurora	159723	55738	September 27, 2021	\$0.00	\$11,236.12	(\$11,236.12)	412625
				Total : \$227,320.12	Total : \$187,237.12	Total : \$40,083.00	
				Total : \$227,320.12	Total : \$187,237.12	Total : \$40,083.00	

Building Rescue

4031 West 4th Street

Duluth, MN 55807

P 218-348-3782

www.building-rescue.com

Date October 8th 2021

Client:

Doug Gregor, Executive Board Chair
East Range Water Project
City of Aurora MN
PO Box 160
16 W. 2nd Ave N.
Aurora, MN 55705

Client - Consultant
Master Limited Service Agreement
Project Number 2019-205

Agreement

This agreement between the Client: Atwater Real Estate Group and Consultant: Building Rescue, LLC

Duration of Agreement

1. This Master Agreement shall be effective from date above to May 31st 2022.

Representing Parties

1. The Client identifies the current executive board chair as the client representative.
2. Building Rescue, LLC identifies Todd Koneczny as the consultant representative.

Consulting Service Description

1. Provide consulting service to support the drinking water project to service the communities of Aurora, Town of White, City of Biwabik, MN and City of Hoyt Lakes, Minnesota.

Service Orders

1. The Client will issue a service order requesting services in writing and transmitted via Email.
2. Consultant may refuse any service order request by the Client.
3. Upon receipt of the request, the consultant will issue a written service order response to client defining the understanding of scope of services and indicate a unique identification number tied to this master service agreement number with a unique task identifier.
4. Service Order will be forwarded to Client electronically via email.
5. The Service Order number will appear in invoices to the Client.

Limitations:

- Per General Conditions of Service

Exclusions:

- Design of project elements
- Construction means, methods and safety
- Additional insurance beyond what Building Rescue currently carries.

Basic Compensation:

Compensation for each task will be determined at the time the Service Request is received and will be in consideration of Building Rescue current workload, expected task duration and task complexity.

Terms and Conditions:

- Terms and Conditions set forth in the Agreement shall be as delineated in the attached Master Limited Services Agreement, General Conditions of Service and Service Order. When authorized, this agreement, the attached Fee Schedule, and the attached General Conditions of Service and future Service Orders will constitute the entire Agreement between parties.

Fee Schedule:

- Labor Cost – to be determined at the time the service order is written. In no case will the hourly rate be less than \$135.00/hour.
- Material Cost – Compensation for all materials needed to perform specific task.

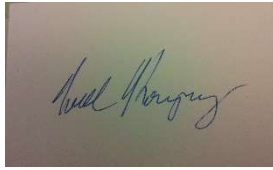
Reimbursable Expenses:

Reimbursable Expenses are in addition to basic compensation. The Client will reimburse Building Rescue LLC at their direct cost plus 0% markup for the following:

- Costs associated with performing the task which are not part of the Building Rescue normal overhead cost structure.
- Printing, reproduction, and duplication of documents.
- Postage and special delivery services
- Transportation and authorized out of town travel and subsistence
- All taxes levied on professional services and on reimbursable expenses.
- Other similar project related expenditures.
- Out of town hotel & meals (Excludes Duluth and Iron Range area)
- Mileage at 56 cents from place of business to job site.
- Fees, permits associated with the cost for work.

Reimbursable expenses shall be allocated to each Service Order invoice.

Submitted By:

A rectangular box containing a handwritten signature in dark ink. The signature appears to read "Todd Koneczny".

Todd Koneczny
Building Rescue LLC

Acceptance By:

Doug Gregor
East Range Water Project Executive Board Chair

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service, including future Service Order provisions shall become applicable to and are incorporated by reference into said Agreement and shall, if agreement is accepted by Client, be part of the Agreement (“Agreement”) under which services are to be performed by Building Rescue LLC. In the event of a conflict between the General Conditions of Service, any Service Order, and the foregoing Agreement, the terms in the Service Agreement control the Agreement.

1. SCOPE OF WORK

- a. It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by the Client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of work and time schedule may change even as the work is in progress. If Client requests additional services or a change in the scope of work or time schedule occur, a written amendment to the agreement shall be executed by Client and Building Rescue LLC within seven (7) calendar days of receipt of such request or discovery of a change in scope or time schedule of work. Client’s consent to such an amendment shall not be unreasonably withheld. In the event Client unreasonably fails to consent to such amendment, Client shall be in breach of the Agreement and Building Rescue LLC may immediately discontinue its work and seek recovery of all damages suffered.
- b. The scope of work shall include all services provided by Building Rescue LLC, in its discretion, which are reasonable and necessary and appropriate for the effective and timely fulfillment of Building Rescue LLC obligations under the Agreement. All services provided by Building Rescue shall be invoiced and paid in accordance with Section 3 below.

2. CLIENT DISCLOSURES

- a. Client shall notify Building Rescue LLC of any known or suspected hazardous substances or conditions which may exist or may exist on or near any premises upon which services are to be performed by Building Rescue LLC’s employees, agents or contractors.
- b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise vibrations or other particulate or non-particulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the vicinity, Client shall notify Building Rescue LLC of such condition, potential health hazard or nuisance, and thereafter Building Rescue LLC shall take all reasonable measures deemed necessary to protect its employees, agents, consultants against such condition, potential health hazards or nuisances. Client shall be solely responsible for the cost of such measures.
- c. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or future hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form, in piping, electrical cables or similar objects, whether above ground or below ground.

- d. Following any disclosure as set forth in Section 2(a) above, or if any hazardous substances or conditions are discovered or reasonably suspected to be present by Building Rescue LLC after its services are undertaken, Building Rescue LLC may, at its discretion, discontinue its services without further duties, obligations or liabilities of any kind.
- e. Client shall notify Building Rescue LLC of any known hazardous substances or conditions upon entering into the Agreement.
- f. In the event that the Agreement is terminated pursuant to this Section 2, Client shall pay Building Rescue LLC for all services provided and all termination expenses set forth in Section 10 (b) below.

3. INVOICES, PAYMENT, INTEREST, BREACH

- a. Invoices will be sent on monthly basis and shall reflect percentage of work completed to date.
- b. Client shall pay all invoices in full on receipt, and shall pay applicable interest on unpaid balances beginning thirty (30) days after the invoice date at the rate of 1.5% per month, but not exceed the maximum rate allowed by applicable law.
- c. In the event that the Client fails to pay an invoice in full within sixty (60) calendar days after the invoice date, Client shall be in breach of the Agreement. Building Rescue LLC may at its option, immediately terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 3(b) Client shall pay Building Rescue LLC for all services.

4. ACCESS

- a. Client shall furnish Building Rescue LLC with reasonable access to the site at all reasonable times.

5. REPORTS, OWNERSHIP OF DOCUMENTS AND WITNESS FEES

- a. Building Rescue LLC shall furnish one (1) copy of each report to Client. Additional copies shall be furnished at the rates specified in the Proposal or attached fee schedule. With exception of Building Rescue LLC final written report to Client, all documents, including field data, field notes, laboratory data, calculations and estimates are and remain the property of Building Rescue LLC. Client agrees that all reports and other documents furnished to Client and invoiced, but not paid in full within (60) calendar days after the invoice date, will be returned to Building Rescue LLC immediately upon demand and will not be used for design, construction, permits, licensing or any other purpose.
- b. At its discretion, Building Rescue LLC may retain principal documents, reports, lab data, etc., relating to the services performed for Client for up to one (1) year following submission of the final written report to Client.
- c. In the event an employee of Building Rescue LLC is required to provide deposition or trial testimony in regard to work performed for Client by Building Rescue, Client agrees to pay Building Rescue LLC two times the hourly rate of the contracted services for each hour spent by such employee preparing for, traveling portal to portal and attending deposition and/or

trial, with a minimum four hour charge and shall also pay all travel expenses including transportation, meals and hotel.

6. STANDARD OF CARE

- a. Building Rescue LLC represents that the services performed under the Agreement will be performed with the care and skill ordinarily exercised by reputable members of the applicable profession practicing under similar conditions at the same time in the same or a similar locality.
- b. With the exception of Section 6(a), no other representation and no warranty, expressed or implied, is made or intended by Building Rescue LLC with respect to the performance of services under the Agreement.
- c. Any exploration, testing, surveys and analysis associated with the work will be performed by Building Rescue LLC for the Client's sole use. Building Rescue LLC shall not be responsible or liable for others' interpretation or use of the information developed from the work performed by Building Rescue LLC.
- d. Documents including but not limited to drawings, specifications, technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to Client or its agents pursuant to the Agreement are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Building Rescue LLC shall not be responsible or liable for any reuse of such documents.
- e. Building Rescue LLC shall not be responsible or liable for the work performed by others including but not limited to the failure of others to perform their work in accordance with specifications or contract documents.
- f. For work not performed on Building Rescue LLC premises, Building Rescue LLC shall not be responsible for superintending, supervising or in any way directing the work of others, or for the job or site safety, all such matters shall be the sole responsibility of others as determined by the Client, unless specifically assumed by Building Rescue LLC in writing.
- g. Building Rescue LLC shall not be responsible or liable for either setting or checking the accuracy of construction, unless those functions are specifically assumed by Building Rescue LLC in writing.
- h. Client shall be solely responsible for ensuring that its employees, contractors, subcontractors observe all applicable safety standards.

7. LIMITATION OF PROFESSIONAL LIABILITY

- a. Building Rescue LLC's total liability to Client for damages of whatever nature (including expenses such as court costs and attorney's fees), on account of work performed or to be performed by Building Rescue LLC including but not limited to design defects, breach of contract, errors, omissions, professional negligence or pollution is limited to a sum not-to-exceed the amount of Building Rescue LLC fee.
- b. Client shall notify in writing any contractor or subcontractor who may perform work in connection with any work performed by Building Rescue LLC that any claim for damages

against Building Rescue LLC by such contractor or subcontractors is subject to the limitation of liability set forth in section 6(a) above and is included as part of the stated maximum amount recoverable from Building Rescue LLC. Client shall extend limitation of liability in contractor or subcontractor work agreements. A copy of such agreement shall be provided to Building Rescue LLC before the contractor or subcontractor commences work.

- c. Documents, including but not limited to, drawings, specifications, technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates provided to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without Building Rescue LLC prior written consent is prohibited and at the Client's sole risk and without liability to Building Rescue LLC or its contractor(s) and subcontractor(s).

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. Building Rescue LLC shall indemnify, defend and hold harmless Client from and against bodily injury and property damage losses resulting solely from gross negligence of Building Rescue LLC its employees, agents, or consultants in the performance of services under this Agreement. Such liability shall be limited in accordance with Section 7(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.
- b. Client shall indemnify, defend and hold harmless Building Rescue LLC from and against any and all claims, losses, damages, liability and costs (including mediation, arbitration and court costs and attorneys' fees) arising out of or related to the Agreement and its performance, except only such liability as is set forth in Section 7(a) and (b) and Section 8 (a) above. Such liability shall be limited in accordance with Section 7(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

9. INSURANCE

- a. Building Rescue LLC represents that it has general liability insurance and professional liability errors and omissions insurance. Building Rescue LLC will furnish certificates of insurance to Client upon request.

10. TERMINATION

- a. The Agreement may be terminated in the following ways:
 - i. By either Building Rescue LLC or the Client upon seven (7) business days' written notice in the event of breach of the Agreement other than the breach described in Section 3(b) above) by the other party. Such termination shall not be effective if the breach is remedied before expiration of the period specified in the written notice.

- ii. By Building Rescue LLC immediately under circumstances described in Section 2(b) above.
 - iii. By Building Rescue LLC immediately under circumstances described in Section 3(b) above.
 - iv. By Building Rescue LLC immediately if conditions exist which were not disclosed to Building Rescue LLC prior to its arrival at the site and which make it materially more difficult than anticipated to perform the work.
 - v. By Building Rescue LLC or the Client by mutual written agreement.
- b. In the event the Agreement is terminated by either party, Building Rescue LLC shall be paid for all work performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and reassignment adjustments and all other costs incurred by Building Rescue LLC as a direct result of the termination.

11. MODIFICATION AND WAIVER

- a. No purported modification or waiver of any provision of the Agreement shall be binding unless in writing signed by both parties (in the case of modifications). Any waiver shall be limited to circumstances or events specifically referenced in writing and shall not be deemed a waiver of any other provision hereof or of the same circumstance or event upon any recurrence thereof.

12. SEVERERABILITY

- a. If any part of the Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.

13. SECTION HEADINGS

- a. The headings or titles in the Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any of the provisions of the Agreement.

14. SURVIVAL

- a. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Client and Building Rescue LLC shall survive the completion of the services and the termination of the Agreement.

15. CLAIMS AND DISPUTES

- a. The Client and Consultant shall commence all claims and actions against the other arising out of or related to any Service agreement in accordance with binding dispute resolution selected in Master Limited Service Agreement.
- b. The Client and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to a Service Order.

- c. To the extent damages are covered by property insurance, the Client and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except as such rights as they may have defined in other agreements with each party.
- d. Any claim, dispute or other matter in question arising out of or related to a Service Order shall be subject to mediation. If parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration.

16. CHOICE OF LAW

- a. The Agreement shall be governed by the laws of the State of Minnesota and any proceedings involving the Agreement, its enforcement, construction or otherwise shall be venued in Duluth, Minnesota.

Building Rescue

4031 West 4th Street

Duluth, MN 55807

P 218-348-3782

www.building-rescue.com

Service Order

Service Order Number 2021-222-X

East Range Water Project

Task Name

Doug Gregor, Executive Director

East Range Water Project

City of Aurora MN

PO Box 160

16 W. 2nd Ave N.

Aurora, MN 55705

Reference : Master Limited Service Agreement Number 2021-222

Service Order Date: Date XXXXX

Agreement

This Service Order together with the Master Limited Service Agreement form the agreement dated ?????????? between the Client: East Range Water Project and Consultant: Building Rescue, LLC for this work.

Project Location

1. To Be Defined

Project Description

To be Defined

Basic Compensation:

To be determined at time of service request

Reimbursable Expenses

To be determined at time of service request

Service Order Specific Terms and Conditions:

To Be Determined

Submitted By: **Signature Block**

Todd Koneczny
Building Rescue LLC

Approved By: **Signature Block**

?????????
East Range Water Project Executive Board Chair



NOTES
TECHNICAL COMMITTEE
PROJECT MEETING
 EAST RANGE WATER PROJECT
 CITY OF AURORA & TOWN OF WHITE
 SEH Project No. 159723

DATE: Tuesday, September 28, 2021
 TIME: 1:00 PM-3:00 PM
 LOCATION: Aurora City Hall and ZOOM call-in
 INVITED: Wayne Thuringer, Jim Gentilini, Clark Niemi, Jodi Knaus, Dave Skelton
 Chad Westbrook (SEH Electrical), Miles Jensen, Kevin Young (Zoom),
 and Dan Hinzmann (Zoom)

DISCUSSION ITEMS

- 1) Soil Borings
 - a) SEH has received the raw soil boring logs
 - b) There appears to be plenty of bearing capacity at WTP site.
 - c) Intake station boring appears to have not been taken at the proper location, SEH to follow up with NTS on plans for new boring.
 - d) Still waiting on the reports.
 - e) NTS has indicated reports are expected soon.

- 2) 60% Plan Sets
 - a) Link sent to Tech Meeting Group
 - b) Propose review of 60% plans at next Tech Meeting
 - i) Schedule for October 12, 2021
 - ii) Likely longer than 2 hours

- 3) Civil
 - a) WTP Site
 - i) Bid paving as unit price work.
 - ii) City would like it all paved, but would like to pull it back if costs come in high and just go gravel.
 - b) Pineville Water Main
 - i) Option 1 – Service Line Connected Main through Town
 - ii) Option 2 – New Finished Water Connections only on North and South Ends
 - iii) Discussion:
 - (1) Existing main is undersized (4" in place), minimum according to state standards is 6".
 - (2) Existing main has freezing issues. We could likely remediate these issues with a replacement. Remediation considerations include:
 - (a) Additional depth
 - (b) Insulation
 - (3) There will be more movement of water if the Scenic Acres demand is added
 - (4) There is likely to be some water age challenges with the limited use / large volume of storage in the pipe, but including the Pineville customers as part of the "on-line" (as opposed to "off-line") system will help out to some degree.
 - (5) The costs of the replacement system through Pineville is likely \$300,000 higher than the "off-line" or "bypass" system. SEH priced the on-line system to include open cut and full road replacement. This may be value engineered to a lower cost point.

- (6) Including an additional bypass main will include more total infrastructure to be maintained.
- (7) There will be less disruption to existing customers with a bypass system.
- (8) Final decision of the Tech Committee was to go with the bypass pipe alignment.
- c) Scenic Acres
 - i) Existing Pipe Materials are PVC
 - ii) Hydrants in Cul-de-Sacs are to be installed. Existing pipe ends are unknown and are to be potholed as part of construction.
- 4) Architectural
 - a) SEH to include furniture in the project.
 - b) Tip-up panels.
 - c) SEH to send color and style renderings to review.
 - d) SEH will have Ben Frick attend the next Tech Meeting to discuss the architectural aspects of the project.
- 5) Process
 - a) Handrail on clearwell and backwash tank will be needed where grades cannot be made less than 30" from ground to top of tank slabs.
 - b) Will still need some handrail at overflow.
 - c) Water Tower: Add Grid Bee mixer into project.
- 6) Electrical
 - a) Backwash Tank
 - i) Disconnect and local control station on a stand.
 - ii) Put the local control station in a lockable box.
 - iii) Cables from the pump and level instruments will terminate in a termination cabinet before going to the plant.
 - b) Clearwell
 - i) No need for level instrumentation here. Locate in chamber under HSPs.
 - c) Tower
 - i) Chad visited the water tower.
 - ii) Need to review list of points to monitor.
 - (1) Monitor existing Pressure transducer
 - (2) Monitor Low temp
 - (3) Add a flood alarms
 - (4) Add a door contact Door contact
 - (5) Use a pushbutton able/disable.
 - (6) Monitor the grid bee mixer.
 - (7) Add a backup pressure transducer in the plant to use if the tower is out of service.
 - (8) Feed the water tower from the WTP and eliminate the utility service connection.
 - d) PWB
 - i) Chad visited the PWB
 - ii) Should generator pickup power to the PWB?
 - (1) Decision is to feed the Public works out of the WTP as an alternate.
 - e) WTP
 - i) Exterior:
 - (1) Transformer located on south side.
 - (2) Utility metering cabinet located on south side
 - (3) Locate comm handhole at south side.
 - ii) Lighting
 - (1) Egress: wall-mount battery units in most rooms.

- (2) Vacancy sensor in the conference/breakroom and control room. Switches most other locations.
- (3) Photo sensors on outdoor building mounted lights.
- (4) Switches for lights on room access area.
- iii) Power
 - (1) Add a welding receptacle in the garage.
 - (2) Add one to the center of the south wall.
 - (3) City to provide Chad information on the receptacle required.
- iv) Data
 - (1) Wall-mount rack located in electrical room.
 - (2) Plywood backpanel located next to rack.
 - (3) Conduit to outdoor pullbox. Internet can come through this conduit.
 - (4) Wall outlets with two jacks in conference room and control room.
 - (5) Wall outlets located in corridor for owner provided wireless access points if desired.
 - (6) Assuming all telephone is VoIP.
 - (7) FACP likely to require hardline.
 - (8) Add a wireless access point in the garage.
 - (9) Add a cell phone booster in the garage? Coaxial antenna? Someone to provide Chad information on what is being requested.
- v) CCTV/Door Access
 - (1) Reviewed the equipment locations. No comments.
- vi) SCADA
 - (1) One PLC control panel located in electrical room.
 - (2) One console with touch panel located between the filters on upper level.
 - (3) Two computers, one in control room and one in conference room.
 - (4) Conversation with NOS that was reviewed during the meeting:
 - (5) Rick bekrich: rick.benkrich@nosautomation.com. 218.969.1375
 - (6) Rick is single person outfit focused on programming in the pulp paper, mining, and municipal markets. Likes to work in Plant PAX. Seemed comfortable in water plant programming. Seemed to like IntelilCenter for rockwell and recommended using an industrial computer touch panel at the filter console.
 - (7) Amptek in aurora is who NOS uses for electrical contractor partnering. Amptek does not have a panel shop but will find a 3rd party builder.
 - (8) Review NOS involvement in project with City(s).
 - (9) Use NOS as base bid programmer. Allow other systems integrators to bid the hardware.
- f) Intake Structure
 - i) Exterior
 - (1) Reviewed transformer, generator locations
 - (2) A future space for Biwabik generator is not required.
 - (3) One service conduit with meter socket.
 - (4) One service conduit capped for future Biwabik service.
 - ii) Lighting
 - (1) Interior fixtures on switches
 - (2) Exterior on photocell.
 - iii) Power
 - (1) Future electrical space for Biwabik equipment not required in the electrical room.
 - (2) It could be located in the pump room at the time of install.
 - iv) Data

- (1) Pullbox located outside for internet service
 - (2) We will coordinate the plan with ZITO for commercial fiber. Chuck 218.780.0167
 - v) Security
 - (1) CCTV located on exterior wall. Review location.
 - (2) Door contacts at exterior door/hatches. Monitor through SCADA
 - vi) SCADA
 - (1) PLC control panel in electrical room with touch panel.
- 7) Project Schedule
- | | |
|---|------------------------|
| a) Task 2 - Final Design Phase | Aug. 2021 – Nov. 2021 |
| i) 60% Design Level | Aug. 2021 – Sept. 2021 |
| ii) 90% Design Level | Sept. 2021 – Oct. 2021 |
| iii) 100% Final Design Level | Oct. 2021 – Nov. 2021 |
| b) Task 3 - Permitting and Regulatory Approvals | thru December 2021 |
| c) Task 4 - Bidding Services | Jan. 2022 – March 2022 |
- 8) Next meeting plan review:
- a) Use screen and projector to review 60% plans.
 - b) COA/TOW staff will look at plans sent with link.



NOTES
TECHNICAL COMMITTEE
PROJECT MEETING
 EAST RANGE WATER PROJECT
 CITY OF AURORA & TOWN OF WHITE
 SEH Project No. 159723

DATE: Tuesday, October 12, 2021
 TIME: 1:00 PM-3:00 PM
 LOCATION: Aurora City Hall and ZOOM call-in
 INVITED: Wayne Thuringer, Jim Gentilini, Clark Niemi, Jodi Knaus, Dave Skelton
 Ben Frick (SEH Architecture), Kevin Young, Dan Hinzmann

DISCUSSION ITEMS

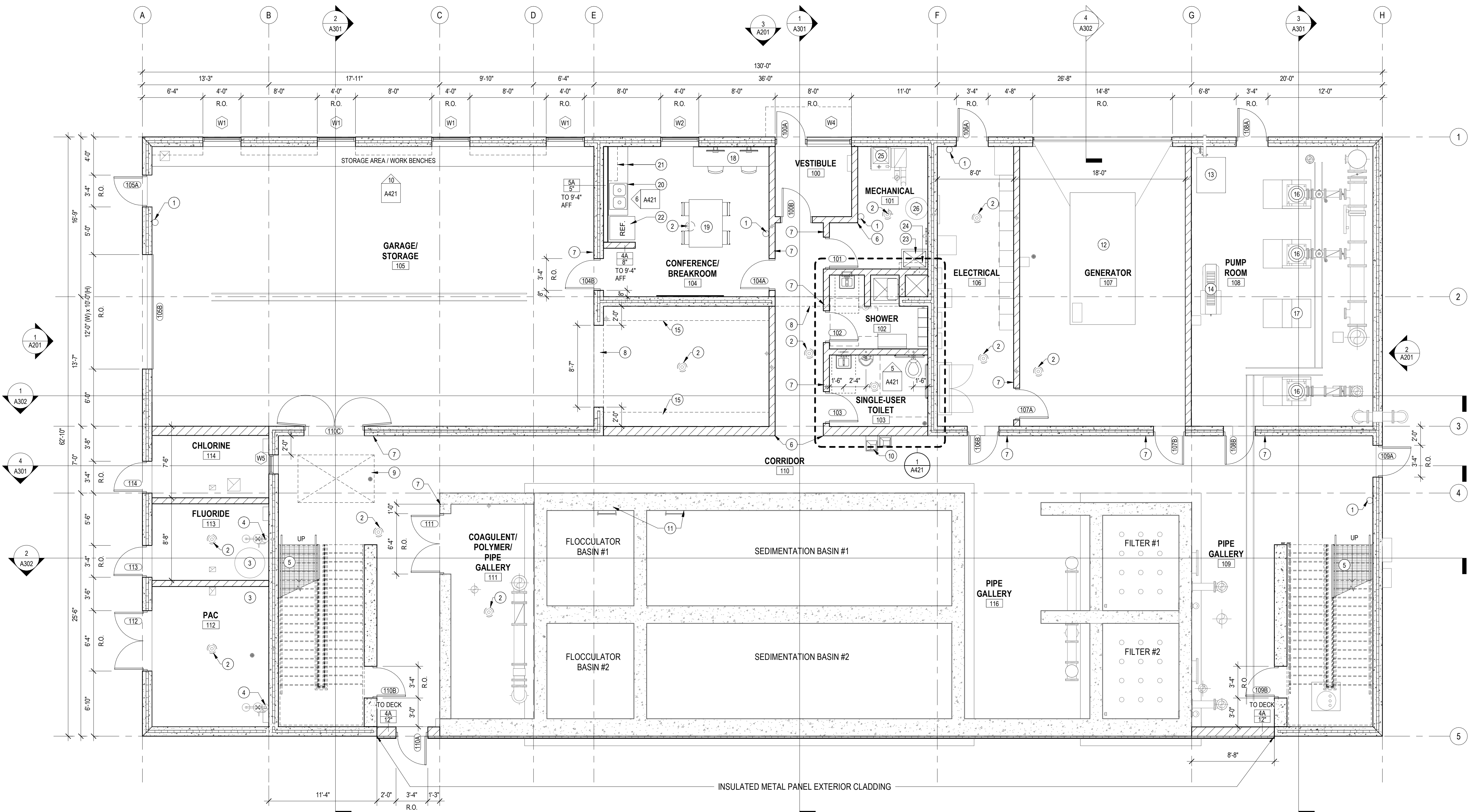
- 1) PRINT OUT FULL SIZE SET FOR JIM AND WAYNE TO REVIEW AND RED-LINE – PO Box 160, Aurora, MN 55705
- 2) City to get drawing of where Pineville water main is around water tower
- 3) Civil
 - a) Routing pipe around Pineville
 - b) Easement not an issue – Dan to prepare Easement Agreement with attorney help
 - i) Provide incentive discussed - \$500 agreed upon, along with water service stub out
 - c) Soil borings at Raw Water site to be performed at actual site. No schedule stated by NTS.
 - d) Decision on gate valves vs. butterfly valves decision is up to SEH
 - e) Staff asked on whether disinfection was required of Raw Water Lines – SEH to confirm.
- 4) Architectural
 - a) Address is “1 Industrial Drive”
 - b) Intake Building Color Scheme: Earth Tones = Brown walls and Green Roof
 - c) Casework color selected on site:
 - i) “Opti Gray – SG213-SD” from Pionite Manufacturer for Plam casework
 - ii) Black Epoxy countertop for Lab space (upstairs)
 - iii) Suggested a solid surface countertop for the downstairs countertop material – did not have samples on site to review.
 - d) All interior doors passage style except bathrooms & shower
 - e) West side of building – consider use of door sized windows for accommodating future expansion. SEH to review.
 - f) Jim would like to see blue roof to match blue on water tower
 - g) Wayne likes Ben’s second rendering of the exterior (lighter)
 - h) Card Reader Access:
 - i) Main Doors
 - ii) Garage Door Entry
 - iii) Chemical Rooms
 - iv) Electrical to send Architecture documentation of any other Card Reader doors required outside of this list above.
 - i) Seal door between Garage and Corridor (double door) with threshold
 - i) Put glazing in sectional garage door
 - ii) Specify garage door opener that Overhead Door Company services
 - iii) Use jackshaft type garage door opener
 - iv) Staff OK with 2 door openers provided in specs
 - j) Staff would like to see thresholds throughout the building where doors need to be sealed. Not automatic door bottoms as they can be a maintenance item in the future.

- k) Use pulls on exterior to prevent door hardware from freezing up
- l) Use a single bay sink for the sample sink
 - i) SEH to work on a layout of the equipment in the Lab and which sink will be used for "Samples"
- m) Roof door
 - i) Keyed deadbolt
 - ii) Intrusion alarm limit switch
- n) Garage
 - i) Put workbench on east wall under windows
 - ii) Only really need a 4' to 8' workbench space
 - iii) Put pallet racking in between windows on east wall
 - iv) Add allowance for pallet storing in back room in garage
 - v) In general staff wants to redline a hard copy of the plans to coordinate where racking, storage shelving and the workbench locations would be. Lots of ideas were discussed but not finalized at the meeting.
- o) Roof
 - i) Will provide an insulated roofing panel with a ribbed profile to help eliminate the oil canning issue.
 - ii) Staff selected "Military Blue" from Pac-Clad for the rendering update but they do not provide a insulated metal roofing panel, so I found a similar color on MetalSpan's website called "Tahoe Blue".
- p) Lab
 - i) Plan storage cabinet for storing old plan sets (hanging, not rolled up)
 - ii) Ben to find a family for a drawing set rack that telescopes – likely provide this in the allowance with FFE package versus a specific item in the specifications.
- q) Coatings:
 - i) Floors – no coatings except for epoxy in occupiable spaces (control room, restrooms, shower, conference)
 - (1) Need to work on color selection.
 - ii) Paint walls in garage
 - iii) Paint walls throughout facility, minus the CIP tank walls.
 - (1) Staff would rather not have the conduit painted, but schedule of trades and order of construction is an issue.
- 5) Process
 - a) City only has 1-55 gallon drum of coagulant chemical on site at one time
 - b) Add ceiling eye bolts/hooks for pulling pump motors up in between HSP hatches
 - i) Confirm with Structural if this is possible, first
 - ii) Removing doors under stairs as well.
 - c) Lab equipment?
 - i) Turbidimeter
 - ii) Benchtop colorimeter
 - iii) pH
 - iv) Use Hach Equipment
 - d) Pump samples up to lab
 - i) Raw – don't necessarily need this to be a pumped sample to lab
 - ii) Filter 1
 - iii) Filter 2
 - iv) Clearwell
 - v) Not settled water
 - e) Chemical Feed Pumps

- f) Peristaltic for polymer/coagulant
- g) Diaphragm for fluoride
- h) Chlorine Equipment
- i) Hydro for chlorine – allowance for chlorine feed?

6) Project Schedule

- | | |
|---|------------------------|
| a) Task 2 - Final Design Phase | Aug. 2021 – Nov. 2021 |
| i) 60% Design Level | Aug. 2021 – Sept. 2021 |
| ii) 90% Design Level | Sept. 2021 – Oct. 2021 |
| iii) 100% Final Design Level | Oct. 2021 – Nov. 2021 |
| b) Task 3 - Permitting and Regulatory Approvals | thru December 2021 |
| c) Task 4 - Bidding Services | Jan. 2022 – March 2022 |



1 FLOOR PLAN - LEVEL 1
 A101 3/16" = 1'-0"

- FLOOR PLAN GENERAL NOTES:**
- A. ALL INTERIOR WALLS ARE 4A/8" TO DECK, U.N.O.
 - B. SEAL ALL PENETRATIONS WEATHERTIGHT
 - C. FOR ROOM FINISH AND DOOR SCHEDULES, SEE SHEET A601
 - a. DO NOT PAINT CIP CONCRETE WALLS, U.N.O.
 - D. FOR FIRE RATINGS AT CHEMICAL AND ELECTRICAL ROOMS, SEE DETAILS ON A501 AND CODE PLAN FOR LOCATIONS
 - E. FOR TYPICAL PRECAST JOINT AND REVEAL DETAILS, SEE SHEET A501

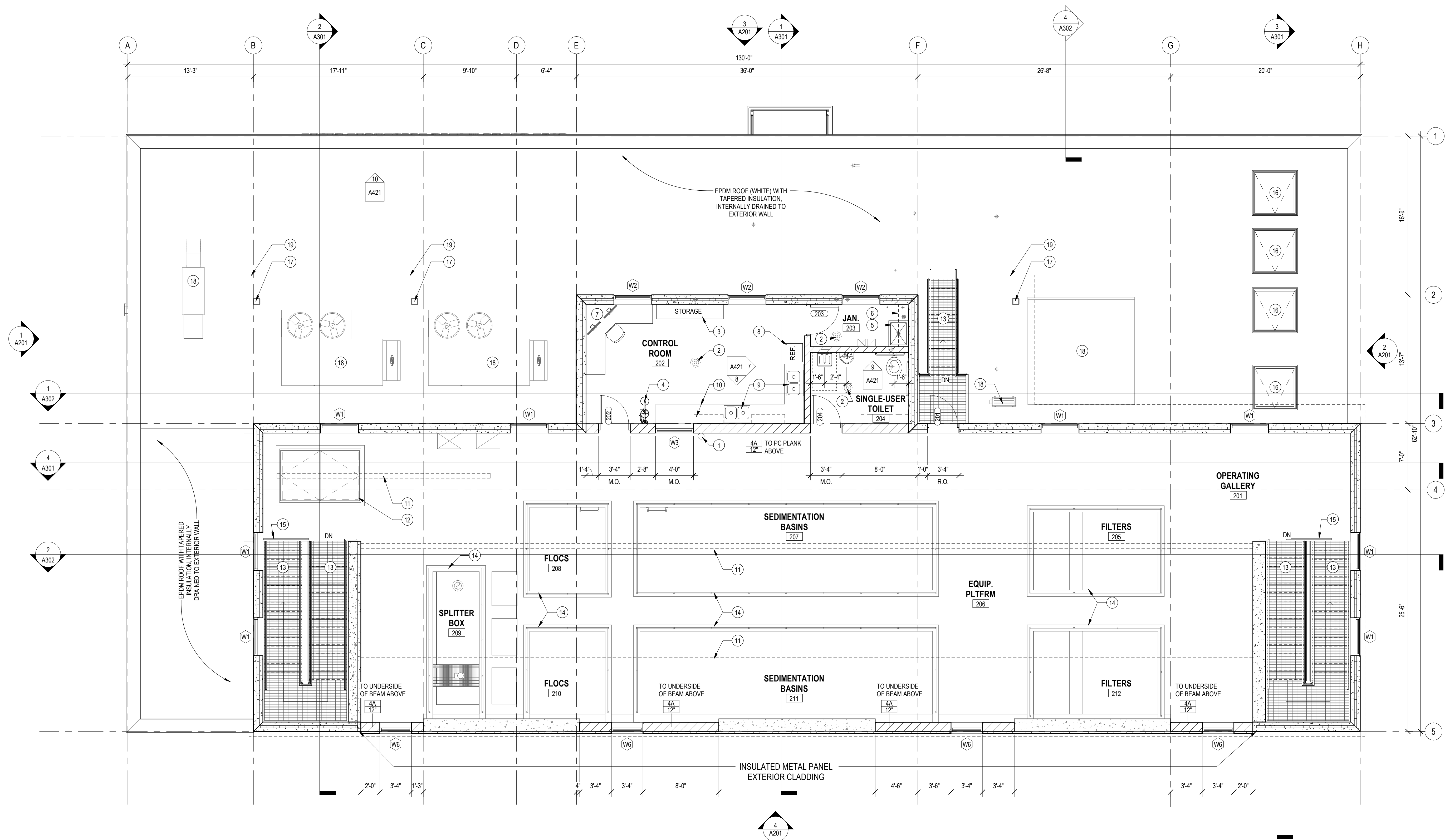
FLOOR PLAN KEYNOTES

1	BRACKET MOUNTED FIRE EXTINGUISHER (FE-1) - VERIFY FINAL LOCATION WITH LOCAL AHJ
2	PROVIDE 1/4" DEEP BY 1'-0" DIA. SWALE AROUND FLOOR DRAIN - SEE MECHANICAL
3	CHEMICAL TANK - SEE PROCESS
4	EMERGENCY EYE WASH/SHOWER - SEE MECHANICAL
5	ALUMINUM OPEN GRATE STAIR ASSEMBLY, SEE SHEET A701 AND STRUCTURAL
6	BULLNOSE EXPOSED CMU CORNER
7	ROOM SIGNAGE LOCATION, SEE DETAIL
8	BEAM LINE ABOVE (SHOWN DASHED) - SEE STRUCTURAL
9	FLOOR OPENING WITH HATCH ABOVE - SEE STRUCTURAL
10	HIGH/LOW ACCESSIBLE DRINKING FOUNTAIN - SEE MECHANICAL
11	FRP LADDER - SEE STRUCTURAL
12	GENERATOR - SEE MECHANICAL
13	BLOWER - SEE PROCESS
14	AIR COMPRESSOR - SEE PROCESS
15	METAL SHELVING BY OTHERS

FLOOR PLAN KEYNOTES

16	VERTICAL TURBINE PUMP OVER CONCRETE PEDESTAL - SEE PROCESS AND STRUCTURAL
17	FUTURE VERTICAL TURBINE PUMP LOCATION - SEE PROCESS AND STRUCTURAL
18	CONTROL STATION BY OTHERS
19	FURNITURE BY OTHERS
20	EPOXY COUNTERTOP WITH MATCHING SINK - SEE MECHANICAL AND INTERIOR ELEVATIONS
21	PLAM UPPER AND LOWER BASE CABINETS - SEE INTERIOR ELEVATIONS
22	REFRIGERATOR BY OWNER, VERIFY SIZE PRIOR TO FABRICATION OF CABINETRY AND COUNTERTOP
23	MOP SINK - SEE MECHANICAL
24	UTILITY SHELF WITH MOP/BROOM HOLDERS
25	FURNACE - SEE MECHANICAL
26	WATER HEATER - SEE MECHANICAL





1 FLOOR PLAN - LEVEL 2
 A102 3/16" = 1'-0"

FLOOR PLAN GENERAL NOTES:

- A. ALL INTERIOR WALLS ARE 4#8" TO DECK, U.N.O.
- B. SEAL ALL PENETRATIONS WEATHERTIGHT
- C. FOR ROOM FINISH AND DOOR SCHEDULES, SEE SHEET A601
 - a. DO NOT PAINT CIP CONCRETE WALLS, U.N.O.
- D. FOR FIRE RATINGS AT CHEMICAL AND ELECTRICAL ROOMS, SEE DETAILS ON A601 AND CODE PLAN FOR LOCATIONS
- E. FOR TYPICAL PRECAST JOINT AND REVEAL DETAILS, SEE SHEET A501

FLOOR PLAN KEYNOTES

1	BRACKET MOUNTED FIRE EXTINGUISHER (FE-1) - VERIFY FINAL LOCATION WITH LOCATL AHJ
2	PROVIDE 1/4" DEEP BY 1'-0" DIA. SWALE AROUND FLOOR DRAIN - SEE MECHANICAL
3	STORAGE CASE / SHELVING BY OTHERS
4	EMERGENCY EYE WASH/SHOWER - SEE MECHANICAL
5	MOP SINK - SEE MECHANICAL
6	UTILITY SHELF WITH MOP/BROOM HOLDERS
7	CONTROL STATION BY OTHERS
8	REFRIGERATOR BY OWNER, VERIFY SIZE PRIOR TO FABRICATION OF CABINETS AND COUNTERTOP
9	EPOXY COUNTERTOP WITH MATCHING SINK - SEE MECHANICAL AND INTERIOR ELEVATIONS
10	PLAM UPPER AND LOWER BASE CABINETS - SEE INTERIOR ELEVATIONS
11	CRANE RAIL ABOVE (SHOWN DASHED)
12	FLOOR HATCH TO FLOOR BELOW
13	ALUMINUM OPEN GRATE STAIR ASSEMBLY, SEE SHEET A701 AND STRUCTURAL
14	ALUMINUM GUARDRAIL OVER CONCRETE CURB - SEE STRUCTURAL
15	ALUMINUM GUARDRAIL - SEE SHEET A701

FLOOR PLAN KEYNOTES

16	INSULATED PUMP EXTRACTION HATCH CENTERED OVER HSP LOCATIONS BELOW (4 THUS)
17	ROOF SUPPORT COLUMN - SEE STRUCTURAL
18	MECHANICAL EQUIPMENT - SEE MECHANICAL
19	ROOF OVERHANG (SHOWN DASHED)

9/20/2021 11:16:57 AM



What's New?

OFM Essentials 3-Paddle Ergonomic Mesh High-Back Chair, Black/Silver

Item #870521 |

★★★★☆ 4.4 (43)



\$143.19 Sale
Reg. \$259.99 (You save \$116.80)
After instant savings. Exp 11/27/21.

1 [Add To Cart](#)

Estimated 3-7 Business Day Delivery
99+ in Stock

What's New?

Realspace® Stacking Guest Chair, Black

Item #184746 |

★★★★☆ 4.6 (80)



\$99.99 each

1 [Add To Cart](#)

Next Business Day Delivery
Next Business Day Delivery 24 in Stock

Free In-Store or Curbside Pickup ⓘ
Ready in 20 minutes | In Stock
In Stock At 1829 West Fullerton Ave., Chicago, IL, 60614
[Check Another Store](#)

Recommendations for you

Complete your purchase

Realspace® Molded Plastic Top Folding Table, 4'W, Platinum
★★★★☆ (348)
\$54.99 each

[View Details](#)

X-Base Two-Pedestal Table - 72"W x 36"D

Item Number : 8806847

\$629 ~~\$889.16~~

Save 29% | Includes Free Shipping

★★★★☆ 0.0 (No reviews)

Be the first to [Write a Review](#)



All colors are In Stock and ship within 5 days.

[Additional delivery information](#)

1

PROJECTOR



Epson EX7240 Pro Business V11H721020 Wireless LCD Projector, Black

Item #: 1683282 | Model #: V11H721020
★★★★☆ 4.4 Business

Protection plans | starting at \$59.99

Each [Special financing available](#)

Delivered within 1-6 business days **\$599.99**

[View full product details](#)

Qty: 1 [Add to cart](#)

Consider this similar product

Epson V11H722020 Business (V11H722020) LCD Projector, Black
\$699.99

PROJECTOR SCREEN



Elite Screens Manual Series M80NWV Auto-Locking Wall/Ceiling 80" Projector Screen

Item #: 823502 | Model #: M80NWV
★★★★☆ 17 Reviews

Selection:

Each [Open a More Account and save](#)

Delivered by Monday, Oct 14 **\$85.29**

[View full product details](#)

Qty: 1 [Add to cart](#)

CORK BOARD



Staples Standard Durable Cork Bulletin Board, Black Frame, 4'W x 3'H (28675-CC)

Item #: 1798333 | Model #: 52456/28675
★★★★☆ 22 Reviews

Each [Open a More Account and save](#)

Delivered by Thursday, Oct 10 with next-day delivery **\$81.99**

[View full product details](#)

Qty: 1 [Add to cart](#)

Consider this similar product

Staples Standard Durable Cork Bulletin Board, Oak Frame, 4' x 3' (28337-CC)
\$95.99
[Add to cart](#)

FFE PACKAGE - EAST RANGE WTP

BUILDING	ROOM	ITEM	QTY	EACH	TOTAL	DESCRIPTION
WTP	CONFERENCE / BREAKROOM	CHAIR	4	\$ 100.00	\$ 400.00	FIXED CHAIR (STACKABLE)
WTP	CONFERENCE / BREAKROOM	CHAIR	2	\$ 150.00	\$ 300.00	ROLLING DESK CHAIR
WTP	CONFERENCE / BREAKROOM	TABLE	1	\$ 700.00	\$ 700.00	BREAKROOM TABLE
WTP	CONFERENCE / BREAKROOM	CORK BOARD	1	\$ 100.00	\$ 100.00	4'-0"x3'-0"
WTP	CONFERENCE / BREAKROOM	PROJECTOR	1	\$ 600.00	\$ 600.00	CEILING MOUNTED
WTP	CONFERENCE / BREAKROOM	PROJECTOR SCREEN	1	\$ 100.00	\$ 100.00	CEILING MOUNTED
WTP	CONFERENCE / BREAKROOM	REFRIGERATOR	1	\$ 600.00	\$ 600.00	TOP FREEZER / BOTTOM REFRIGERATOR
WTP	CONFERENCE / BREAKROOM	MICROWAVE	1	\$ 250.00	\$ 250.00	TABLE TOP UNIT
WTP	CONFERENCE / BREAKROOM	COFFEE MAKER	1	\$ 300.00	\$ 300.00	COFFEE MAKER (PLUMBED IN) - TABLE TOP
WTP	CONFERENCE / BREAKROOM	MONITOR	2	\$ 650.00	\$ 1,300.00	42" MONITOR WITH WALL MOUNT
WTP	CONTROL ROOM	SHELVING	1	\$ 600.00	\$ 600.00	METAL
WTP	CONTROL ROOM	REFRIGERATOR	1	\$ 450.00	\$ 450.00	TOP FREEZER / BOTTOM REFRIGERATOR
WTP	CONTROL ROOM	MONITOR	2	\$ 650.00	\$ 1,300.00	42" MONITOR WITH WALL MOUNT

TOTAL \$ 7,000.00



STATUS REPORT
EAST RANGE WATER PROJECT
 TASK 2 – Final Design
 EAST RANGE WATER BOARD
 CITY OF AURORA & TOWN OF WHITE
 SEH Project No. 159723

DATE: Friday, October 15, 2021

DISCUSSION ITEMS

The following provides a brief discussion of the project status to date. The items in **BOLD** are new since the 9/10/2021 status report.

- 1) Task 2 – Final Design
 - a) WTP:
 - i) **60% plans were delivered to the COA/TOW Tech Committee on 9/24/2021.**
 - ii) **Work is continuing toward the 95% level scheduled for the end of October.**
 - iii) **See attached building rendering.**
 - b) Raw Water Intake Building:
 - i) Setback Variance:
 - (1) Selected site requires a 75-foot variance from the County to make it the lowest cost option.
 - (2) 7/19/2021 A draft variance request was issued to the County Planning and Community Development Department for review.
 - (3) 9/9/2021 Public Hearing the SLC Board of Adjustments approved the requested variance.
- 2) Appropriations Permit
 - a) **SEH has submitted the draft the permit application.**
- 3) Environmental Review:
 - a) **SHPO is reviewing WTP Site.**
 - b) **Remaining environmental review document to be sent out later in October 2021.**
- 4) Building Official Review:
 - a) **60% review documents have been submitted by SEH to BO.**
 - b) **Awaiting formal response.**
 - c) **Good News: Informal response was absent of any design changes needed.**
- 5) MDH Communications and Review:
 - a) No change from 7/20/2021 report.
 - b) SEH continues to discuss project regularly with Chad Kolstad at MDH.
 - c) 7/19/2021 most recent communications.
 - d) Chad is comfortable with current project status and schedule.
- 6) Project Schedule
 - a) Task 2 - Final Design Phase

i) 60% Design Level (all but raw water intake)	Completed/Submitted September 24 2021
ii) 90% Design Level	September 2021 – October 2021
iii) 100% Final Design Level	October 2021 – November 2021
iv) Expect raw water intake design to catch up at end.	
 - b) Task 3 - Permitting and Regulatory Approvals

	March 2020 – November 2021
--	----------------------------

- c) Task 4 - Bidding & Project Award Services December 2021 – February 2022
- 7) Scenic Acres:
 - a) Next meeting should be scheduled.
 - b) Still working through ROW availability for water main.
 - c) Service agreement and connection fees between East Range Water Board and Scenic Acres yet to be determined.
- 8) Pineville and Scenic Acres Water Pressure and Chlorine Residual
 - a) Water Main will be tied at north and south ends of Pineville system and bypass the community to the east.
 - b) Pursuing chlorine booster feed in a separate water line from the WTP High Service Pump room, downstream of the finished water flow meter that connects with the water line running to Pineville.
 - c) PRV to be placed in a manhole at south end of Pineville.
- 9) Tech Meetings:
 - a) See notes attached.
- 10) Need to Identify Owners for:
 - a) Water Appropriations – currently SEH used City of Aurora,
 - b) Land use permit for RWPS,
 - c) Lease agreement for RWPS,
 - d) Connection agreement with Scenic Acres – Town of White?
 - e) Others?

END.



EXTERIOR PERSPECTIVE - FRONT (EAST)



EXTERIOR PERSPECTIVE - BACK (WEST)

EXTERIOR COLOR SCHEME:

INSULATED PRECAST WALL PANELS:

1. FIELD = LIGHT GREY WITH SAND BLASTED FINISH (SMOOTH)
2. BANDING = LIGHT GREY WITH MEDIUM SAND BLAST FINISH (SLIGHT TEXTURE)

INSULATED METAL ROOFING PANELS:

1. METAL SPAN COLOR: TAHOE BLUE

METAL COPING:

1. COLOR TO MATCH TAHOE BLUE

INSULATED METAL WALL PANELS:

1. FIELD = GREY OR TAHOE BLUE (FLUSH PANEL DESIGN)
2. BANDING = GREY OR TAHOE BLUE (HORIZONTAL PANEL DESIGN)

DOOR FRAME AND PANEL:

1. CORRIM - STANDARD GRAY

OVERHEAD SECTIONAL DOOR:

1. WHITE

ALUMINUM WINDOW & DOOR FRAMES:

1. DARK BRONZE



EXTERIOR PERSPECTIVE - BACK (WEST) - ALTERNATE WALL PANEL COLOR

INTERIOR FINISHES

INTERIOR CASEWORK (CABINETS AT LAB AND BREAKROOM)



OPTI GRAY (PATTERN SG213) BY PANOLAM

EPOXY RESIN COUNTERTOP (CONTROL ROOM)



BLACK BY AMERICAN EPOXY SCIENTIFIC

INTERIOR DOORS AND FRAMES (FRP)



STANDARD GRAY (AG-7505) BY CORRIM

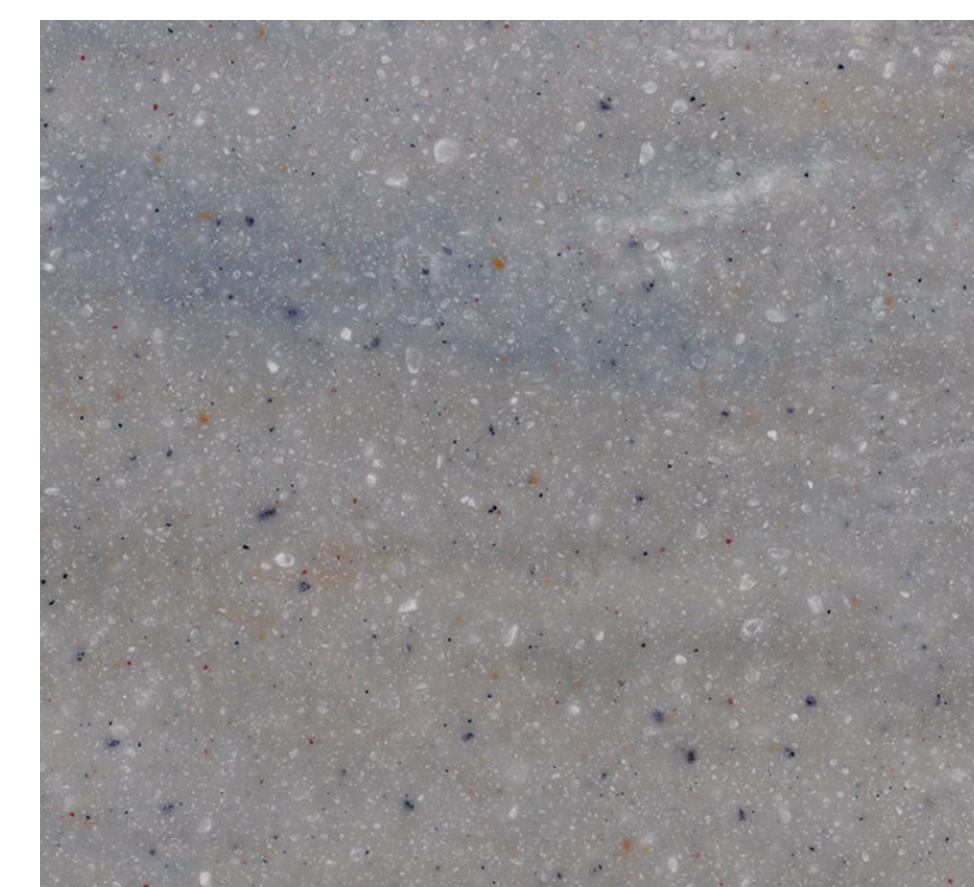
SOLID SURFACE COUNTERTOP AT BREAKROOM (OPTIONS)



#1 - LAVA ROCK BY CORIAN



#2 - CARBON CONCRETE BY CORIAN



#3 - JUNIPER BY CORIAN

*DISCLAIMER - FINAL COLOR SELECTIONS
MAY VARY AND ARE DEPENDENT ON
MANUFACTURER COLOR RANGE VARIATIONS