

EAST RANGE WATER BOARD

Regular Meeting

Wednesday, April 26, 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); Wayne Thuringer (COA); 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 March 15, 2023 Regular Meeting Minutes (attached)
 - b. Treasurer's Report – Fund Balances: Interim Financing: \$293,238.61; Biwabik Fund: \$109,606.87; Total: \$402,845.48 (attached)
 - c. Approval of Disbursements (attached)
 1. Fryberger Law Firm – 3/15/23 - \$1,073.00
 2. Fryberger Law Firm – 3/24/23 - \$3,159.41
 3. Fryberger Law Firm – 4/13/23 - \$888.00
 4. Fryberger Law Firm – 4/18/23 - \$1,217.00
 4. LMCIT Property/Casualty Premium – 3/14/23 - \$1,976.00
 5. SEH – 4/11/23 - \$9,697.50
 - d. Correspondence
 1. Application for Property Tax Exemption Approved – Lake Mine Road Staging Area (attached)
3. Legal Matters – Updates Including but not limited to:
 - a. Scenic Acres Land & Facility Title Clearance Status – 4/11/23 Paul Kilgore Memo (attached)
 - b. Rosa Easement Status – Easement Purchase Agreement & Water Main Easement Agreement Approved by Township Board 4/6/23 (attached)
 - c. Creation of New Legal Entity Timeline & Guidance – Tabled from last month
 - a. Public Water ID creation – Miles was looking into this
 - b. Water Board EIN with State of MN - Mia was looking into this
4. Guests – No requests received
5. Engineering Updates - SEH
 - a. Funding Initiatives & Cumulative Accounting – Updates by Mike Larson
 - b. Engineering Work – Updates by Kevin Young
 1. April 2023 Status Report – April 14th Miles Jensen email (attached)
 - i. Environmental Review
 - ii. Bat Nesting Sites – Tree Removal tabled to Spring – June 1 deadline
 - iii. Technical Committee Meeting
 - iv. Project Labor Agreement (attached)
 - v. Emergency Water Service Interconnects Agreement with Biwabik
 - vi. Water Appropriations Permit - Barr Engineering Agreement (attached)
 - vii. Project Timeline (Bidding, Construction etc.)
 - viii. Project Cost - April 11, 2023 Cost Summary \$27,166,202.00 (attached)
6. Community Outreach Plan

- a. Schedule Public Open Forum Meeting with Presentations – (save the date cards will be mailed prior to meeting)
7. Other Business
 - a. St. James Pit & Current Water Plant updates – Jim Gentilini
8. Next Meeting Date: Wednesday, May 17, 2023
9. Adjournment

EAST RANGE WATER BOARD
Monthly Meeting Minutes
Wednesday, March 15, 2023
City/Town Government Center
4:30 p.m.

Appointed Board Members for City of Aurora: David Skelton; Dennis Schubbe;

Appointed Board Members for the Town of White: Jon Skelton, Vice Chairman of the Board; Clark Niemi;

Other Team Members: Kimberly Berens (COA); Lucas Heikkila (COA); Mike Larson (SEH); Miles Jenson (SEH); Don Erickson (Fryberger Law); Doug Gregor (COA via zoom)

Others Present: Bob Rutka, Patti Luke

1. **A board meeting was called to order by Vice Chairman Jon Skelton at 4:32 pm**
2. **Consent Agenda:**
 - a. Approval of February 15, 2023 Regular Meeting Minutes
 - b. Treasurer's Report – Fund Balances: Interim Financing: \$310,032.52; Biwabik Fund: \$109,606.87; Total: \$419,639.39
 - c. Approval of Disbursements
 - i. Fryberger Law Firm - \$802.00
 - ii. SEH - \$7,783.00
 - iii. East Range Times - \$62.10
 - iv. Aurora Post Office Direct Mail – \$241.35
 - v. Vivid Design - \$275.00
 - vi. W.A. Fisher - \$65.03
 - d. Correspondence
 - i. LMCIT 2023 Insurance Premium Summary Quote \$1,976.00 – 49.71% reduction from 2022
 - ii. 2023 Governor's Capital Budget Recommendation for City of Aurora – \$2.5 million**MOVED BY DAVE SKELTON, SUPPORTED BY CLARK NEIMI APPROVING CONSENT AGENDA AS PRESENTED. MOTION CARRIED**
3. **Legal Matters –Chair Doug Gregor**
 - a. Scenic Acres Land & Facility Title Clearance: presented options for either presenting to Homeowner's Association or directly to homeowners
 - b. Rosa Easement Status-Closing update: TOW approved agreement, when Mia receives agreement, it can be filed.
 - c. Creation of New Legal Entity Timeline & Guidance
 - i. Public Water ID will be created when the project is up and running.
 - ii. Mia will send forms to start process of Water Board EIN
 - d. Project Labor Agreement update by Don Erickson. Agreement is ready to be presented to Trade Unions.
MOTION BY JON SKELTON, SUPPORTED BY DAVE SKELTON TO HAVE DON PRESENT AGREEMENT TO TRADE UNIONS. MOTION CARRIED.
4. **Guests – None**
5. **Engineering Updates**
 - a. Funding Initiatives & Cumulative Accounting – Updates by Mike Larson
 - i. Miles is working on an updated cost estimate
 - b. Engineering Work – below written update from Miles
 - i. Final Design
 1. Awaiting MDH approval of the P&S for the raw water pump station and intake.
 2. Update P&S for the whole project with MDH comments once MDH approval is received.

- ii. Appropriations Permit
 - 1. DNR looking for:
 - a. P&S of the raw water intake facility,
 - b. Modified/Updated Water Supply Contingency Plan for the City of Biwabik
 - c. Modified/Updated Water Supply Contingency Plan for Giants Ridge
 - d. Updated water model analysis of Lake Mine, and
 - e. Final construction plans including a dewatering plan.
 - 2. Lake Mine Water Modeling
 - a. DNR requesting updated model.
 - b. SEH reached out to Barr Engineering to update their model.
 - c. Barr will be sending out their official proposal soon, currently estimating \$20,000 for the modeling effort without survey of surface water levels at various water bodies in the model.

MOTION BY DAVE SKELTON, SUPPORTED BY DENNIS SCHUBBE TO NOT EXCEED \$25,000 FOR BARR TO UPDATE LAKE MINE MODEL. MOTION CARRIED.

- d. SEH estimating the survey work at an NTE of \$5,000.

- iii. Environmental Review:
 - 1. Minnesota State Historic Preservation Office (SHPO): Approval received 12/20/2022.
 - 2. Federal Environmental Review
 - a. This review has been made necessary due to the direct Federal earmark funds the project received.
 - b. SEH has initiated this review process.
 - c. EPA has been slow to move things along.
 - d. Uncertain of schedule for final approval -- could take another 90 days.
- iv. Project Certification
 - 1. SEH/ERWB prepare notice of, and holds public hearing for, completed State and Federal environmental review.
 - 2. EPA certifies project on Federal side
 - 3. MDH certifies project on State side.
- v. Biwabik-East Range Water Supply Mutual Aid Agreement
 - 1. SEH to update the draft #3 version of the agreement and send to the group.
- vi. Project Permits:
 - 1. MDH
 - 2. County Work in Roadway
 - 3. DNR:
 - a. Water Appropriations
 - b. Public Waters Work Permit
 - 4. Building Permit:
 - a. RWPS, and
 - b. WTP

- 6. Community Outreach Plan flyer mailed on February 27, 2023.

MOTION BY CLARK NIEMI, SUPPORTED BY DAVE SKELTON TO TABLE THIS UNTIL BONDING BILL IS RESOLVED AND THERE IS A BETTER FINANCIAL UNDERSTANDING. MOTION CARRIED.

- 7. **St. James Pit & Current Water Plant updates**

Magney Construction set up another raw water pump to increase pumping rate to 1000 gallons per minute.

- 8. **Next Meeting date: April 19, 2023**

- 9. **Adjournment**

MOTION BY DAVE SKELTON, SUPPORTED BY CLARK NEIMI TO ADJOURN MEETING AT 5:48 P.M. MOTION CARRIED

ERWB - Interim Financing

Revenue

	DATE	VENDOR	DESCRIPTION	
Beginning Balance	7/22/2021	First Independent Bank	Interim Financing	\$ 1,000,410.00
Ending Balance				\$ 1,000,410.00

Disbursements

	DATE	VENDOR	DESCRIPTION	
	7/16/2021	SEH	Wetlands	\$ 11,236.12
	7/21/2021	Steve Thorp	Prof. Liability Insurance	\$ 960.00
	7/25/2021	Building Rescue - Todd Koneczny	Professional Services	\$ 4,687.50
	7/28/2021	Steve Thorp	ERWB Plan Review	\$ 3,480.00
	8/16/2021	SEH	Task 1	\$ 16,184.00
	9/6/2021	Building Rescue - Todd Koneczny	Professional Services	\$ 2,524.50
	9/21/2021	SEH	ERWB Amendment 1	\$ 40,083.00
	10/15/2021	SEH	ERWB Tasks 2-4	\$ 107,763.00
	10/21/2021	MN DNR Ecological & Water Resources	Water Permit	\$ 150.00
	11/9/2021	Fryberger, Buchanan, Smith & Frederick	Legal Services 8/13 thru 10/13/2021	\$ 5,658.35
	11/16/2021	SEH	ERWB Tasks 2-4	\$ 119,032.00
	12/10/2021	SEH	ERWB Tasks 2-4	\$ 128,884.00
	11/30/2021	St. Louis County Auditor	ERWB Parcel 100-0047-00090 Purchase	\$ 6,115.81
	1/19/2022	Steve Thorp	Plan Review ERWB 90% Completion	\$ 6,960.00
	1/26/2022	MN Dept. of Health	Watermains Plan	\$ 150.00
	1/26/2022	MN Dept. of Health	Treatment Plant Plan	\$ 1,000.00
	2/17/2022	Fryberger, Buchanan, Smith & Frederick	Legal sevices through 1/31/2022	\$ 2,989.50
	2/17/2022	Walker, Giroux & Hahne	Review JPA, general accounting, & reporting	\$ 350.00
	2/17/2022	SEH	ERWB Tasks 2-4	\$ 121,129.00
	3/14/2022	NTS	Geotechnical Reports	\$ 36,370.00
	3/14/2022	SEH	ERWB Tasks 2-4	\$ 13,193.00
	3/14/2022	SEH	ERWB Tasks 2-4	\$ 704.00
	4/20/2022	Fryberger, Buchanan, Smith & Frederick	Legal Services through 2/28/2022	\$ 2,942.00
	4/20/2022	LMCIT	Property/Casualty insurance	\$ 2,004.00
	4/20/2022	SEH	ERWB Tasks 2-4	\$ 704.00
	5/18/2022	East Range Shopper	Thank you Ad	\$ 72.45
	5/18/2022	MN Dept. of Health	Pumphouse Review	\$ 150.00
	5/18/2022	SEH	ERWB Tasks 2-4	\$ 7,744.00
	5/18/2022	St. Louis County Land & Minerals	Tree Cutting	\$ 936.52
	6/15/2022	Fryberger, Buchanan, Smith & Frederick	Legal Services through 4/30/22	\$ 8,648.44
	6/15/2022	Fryberger, Buchanan, Smith & Frederick	County Lease	\$ 762.45
	6/15/2022	NTS	Raw Water Intake	\$ 82.96
	6/15/2022	SEH	ERWB Tasks 2-4	\$ 3,520.00
	6/15/2022	Steve Thorp	Professional Liability	\$ 960.00
	7/20/2022	APG	Environmental Review	\$ 10.41
	7/20/2022	Duluth Archaeology Center	Research & Reporting	\$ 1,172.22
	7/20/2022	Fryberger, Buchanan, Smith & Frederick	Real Estate Matters	\$ 938.75
	7/27/2022	Park State Bank	Snacks for Joint Meeting 7/27/22	\$ 47.44
	9/16/2022	SEH	ERWB Tasks 2-4	\$ 1,408.00
	11/10/2022	Fryberger, Buchanan, Smith & Frederick	County Lease	\$ 6,261.97
	11/18/2022	Department of natural Resources	Lease	\$ 1,603.50
	11/20/2022	Duluth Archaeology Center	Phase I	\$ 5,733.36
	12/13/2022	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$ 668.00
	1/11/2023	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$ 1,241.50
	1/31/2023	East Range Times	Status Reports 1-3	\$ 776.25
	2/7/2023	SEH	ERWB Tasks 2-4	\$ 3,825.00
	2/14/2023	Fryberger, Buchanan, Smith & Frederick	Refund - double paid	\$ (668.00)
	2/23/2023	Vivd Design	Card Stock for Bulk Mailing	\$ 275.00
	2/27/2023	U.S. Post Office	EDDM - Bulk Mailing	\$ 241.35
	2/27/2023	w.a.fisher	East Range Water Facility Map	\$ 65.03
	2/9/2023	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$ 802.00
	3/1/2023	East Range Times	9" Thank You Ad	\$ 62.10
	3/6/2023	SEH	ERWB Tasks 2-4	\$ 7,783.00
	3/15/2023	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$ 1,073.00
	3/16/2023	LMCIT	Property/Casualty insurance	\$ 1,976.00
	3/24/2023	Fryberger, Buchanan, Smith & Frederick	Real Estate Matters	\$ 3,159.41
	4/11/2023	SEH	ERWB Tasks 2-4	\$ 9,697.50
	4/13/2023	Fryberger, Buchanan, Smith & Frederick	Project Labor Agreement Review	\$ 888.00
	4/18/2023	Fryberger, Buchanan, Smith & Frederick	Real Estate Matters	\$ 1,217.00
Total Disbursements				\$ 708,388.39

Ending Balance	as of April 20, 2023		\$ 292,021.61
Biwabik Fund	beginning balance 10/20/2021		\$ 129,839.79

	DATE	VENDOR	DESCRIPTION	
	1/1/2022	First Independent Bank - Russell	Interest Payment	\$ 6,198.62
	6/1/2022	First Independent Bank - Russell	Interest Payment	\$ 7,017.30
	1/1/2023	First Independent Bank - Russell	Interest Payment	\$ 7,017.00

Biwabik Fund ending balance as of 04/20/2023			\$ 109,606.87
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TOTAL ENDING BALANCE Biwabik and Interim Financing combined as of 04/20/2023			\$ 401,628.48
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FRYBERGER

LAW FIRM

fryberger.com

P.O. Box 16990
Duluth, Minnesota 55816

INVOICE

Tax ID: 41-1000525
Phone: (218) 722-0861
Fax: (218) 725-6800

EAST RANGE WATER BOARD
16 WEST SECOND AVENUE NORTH
PO BOX 146
AURORA MN 55705

March 15, 2023
Invoice No. 22438.000004.12303
File No. 22438.000004 - DCE

For Legal Services Rendered Through 2/28/2023

CLIENT: EAST RANGE WATER BOARD
MATTER: PROJECT LABOR AGREEMENT REVIEW

Professional Fees

Date	Description	Atty	Hours
02/13/23	Review and reply to e-mail from Mia Thibodeau and Doug Gregor re: PLA meetings	DCE	0.10
02/13/23	Prepare updates to Project Labor Agreement; forward to Mia, Doug and Jodi	DCE	2.20
02/13/23	Review newly revised Prevailing Wage Rates	DCE	0.20
02/14/23	Review and reply to e-mail from Mr. Gregor	DCE	0.20
02/15/23	Review and reply to e-mail from Mia re: domestic content rules and PLA	DCE	0.20

Total Professional Fees

\$1,073.00

Current Invoice Amount	\$ <u>1,073.00</u>
Prior Balance:	1,375.50
Payments & Adjustments:	-573.50
Total Due:	\$ <u>1,875.00</u>

Pay your bill online at www.fryberger.com <<http://www.fryberger.com>>

Outstanding Invoices (Including Current Invoice)

Invoice Date	Invoice No.	Invoice Amount	Total Payments and Adjustments	Balance
02/09/23	12302	802.00	0.00	802.00
03/15/23	12303	1,073.00	0.00	1,073.00
Total Outstanding Invoices				<u>\$1,875.00</u>

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$1,073.00	\$802.00	\$0.00	\$0.00	\$0.00	\$1,875.00

Please Note: When your legal matter is completed, your file is closed and placed in storage. Closed files are placed on a schedule for destruction. While we make an attempt to contact you at the time your file is scheduled for destruction, we are not always successful. If you want to keep your file, you should request in writing that your file be returned to you at the time your matter is completed.

FRYBERGER

LAW FIRM

fryberger.com

P.O. Box 16990
Duluth, Minnesota 55816

RECEIVED

INVOICE

MAR 31 2023

TOWN OF WHITE

Tax ID: 41-1000525

Phone: (218) 722-0861

Fax: (218) 725-6800

EAST RANGE WATER BOARD
16 WEST SECOND AVENUE NORTH
PO BOX 146
AURORA MN 55705

March 24, 2023

Invoice No. 22438.000000.12303

File No. 22438.000000 - MET

For Legal Services Rendered Through 2/28/2023

CLIENT: EAST RANGE WATER BOARD
MATTER: REAL ESTATE MATTERS

Professional Fees

Date	Description	Atty	Hours
11/29/22	Review file and status of water system development and deed recordation issues.	PBK	0.15
01/26/23	Work with Ms. Gallagher and St. Louis County Registrar of Titles regarding deed recordation issues.	PBK	0.50
01/30/23	Receive and review correspondence from Registrar of Titles regarding filing of instruments in preparation for Torrens petition.	PBK	0.15
02/01/23	Analysis regarding deed filing issues and inclusion of lot owners in Torrens action.	PBK	0.50
02/03/23	Review certificates of title and the plat of Scenic Acres. Create chart summarizing information regarding the certificates of title of Scenic Acres.	LPG	1.20
02/03/23	Work with Ms. Gallagher to determine Torrens ownership and certificate information for lots in plat of Scenic Acres, and address issues in filing deeds and bills of sale; correspondence to Mr. Gregor.	PBK	1.20
02/06/23	Prepare quit claim deeds for recording and submit for recording.	LPG	0.20
02/06/23	Review certificate and lot ownership spreadsheet in comparison with plat; review of individual certificates of title; correspondence with client regarding filing issues and preparation for commencing Torrens action.	PBK	1.60

Professional Fees

Date	Description	Atty	Hours
02/14/23	Analysis regarding registration of deeds and alternatives to registration; prepare memorandum to Registrar of Titles regarding process for registering and memorializing deeds on lot certificates of title; work with Ms. Gallagher regarding filing issues; correspondence to Examiner of Titles.	PBK	2.25
02/15/23	Multiple correspondence to and from, and discussions with, Examiner of Titles regarding proposed directive to create new certificate for roadways and process for memorializing deeds.	PBK	1.30
02/16/23	Search real estate records and file for certificates of title and retrieve copies.	LPG	0.20
02/16/23	Multiple correspondence to and from Examiner of Titles and analysis regarding use of Examiner directive and identification of parties to petition subsequent.	PBK	1.00
Total Professional Fees			\$3,156.25

Itemized Costs

Date	Description	Amount
	Postage services thru 02/28/23	2.16
	St. Louis County Recorder thru 02/28/23	1.00
Total Costs		\$3.16

Current Invoice Amount	\$ <u><u>3,159.41</u></u>
Prior Balance:	938.75
Payments & Adjustments:	-938.75
Total Due:	\$ <u><u>3,159.41</u></u>

Pay your bill online at www.fryberger.com <<http://www.fryberger.com>>

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$3,159.41	\$0.00	\$0.00	\$0.00	\$0.00	\$3,159.41

Please Note:

FRYBERGER

LAW FIRM

fryberger.com

P.O. Box 16990
Duluth, Minnesota 55816

RECEIVED

APR 18 2023

TOWN OF WHITE

INVOICE

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EAST RANGE WATER BOARD
16 WEST SECOND AVENUE NORTH
PO BOX 146
AURORA MN 55705

April 13, 2023
Invoice No. 22438.000004.12304
File No. 22438.000004 - DCE

For Legal Services Rendered Through 3/31/2023

CLIENT: EAST RANGE WATER BOARD
MATTER: PROJECT LABOR AGREEMENT REVIEW

Professional Fees

Date	Description	Atty	Hours
03/13/23	Review and reply to e-mail from Doug Gregor re: PLA	DCE	0.10
03/16/23	Prepare e-mail to Dan Hendrickson re: PLA	DCE	0.20
03/29/23	Meeting with Dan Hendrickson re: proposed PLA	DCE	1.50
03/29/23	Edit and modify Agreements in Word form to make suitable for sharing; prepare e-mail to Dan Hendrickson forwarding clean and redlined versions	DCE	0.50
03/29/23	Review e-mail from Mr. Gregor	DCE	0.10
Total Professional Fees			\$888.00

Current Invoice Amount	<u>\$ 888.00</u>
Prior Balance:	1,875.00
Payments & Adjustments:	-802.00
Total Due:	<u>\$ 1,961.00</u>

Pay your bill online at www.fryberger.com <<http://www.fryberger.com>>

Outstanding Invoices (Including Current Invoice)

Invoice Date	Invoice No.	Invoice Amount	Total Payments and Adjustments	Balance
03/15/23	12303	1,073.00	0.00	1,073.00
04/13/23	12304	888.00	0.00	888.00
Total Outstanding Invoices				<u>\$1,961.00</u>

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$1,961.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,961.00

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— LAW FIRM —

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Fax: (218) 725-6800

EAST RANGE WATER BOARD
16 WEST SECOND AVENUE NORTH
PO BOX 146
AURORA MN 55705

April 18, 2023
Invoice No. 22438.000000.12304
File No. 22438.000000 - MET

For Legal Services Rendered Through 3/31/2023

CLIENT: EAST RANGE WATER BOARD
MATTER: REAL ESTATE MATTERS

Professional Fees

Date	Description	Atty	Hours
03/14/23	Provide update to Town Board regarding Examiner of Titles review of deed filings and anticipated petition; multiple correspondence to and from Examiner of Titles and review of proposed directive.	PBK	0.80
03/15/23	Search county real estate records and retrieve copies of two real estate documents.	LPG	0.20
03/15/23	Multiple correspondence to and from Examiner of Titles and review proposed directive for issuance of new certificate of title; prepare for and participate in conference with Examiner of Titles and Registrar of Titles; correspondence to and from Mr. Gregor; review real estate documents, plat, and certificates of title in Plat of Scenic Acres to address issues raised by Examiner.	PBK	1.90
03/16/23	Correspondence with Ms. Knaus regarding responsibility for maintenance and repairs of roadways and effect on Torrens proceedings.	PBK	0.15
03/23/23	Prepare correspondence to Examiner of Titles regarding road maintenance, operation, and title issues.	PBK	0.25
03/29/23	Correspondence to and from Ms. Knaus and review township minutes regarding Biwabik/White issues raised by Examiner of Titles.	PBK	0.40

Total Professional Fees

\$1,217.00

Current Invoice Amount	\$ <u>1,217.00</u>
Prior Balance:	3,159.41
Payments & Adjustments:	-0.00
Total Due:	\$ <u>4,376.41</u>

Pay your bill online at www.fryberger.com <<http://www.fryberger.com>>

Outstanding Invoices (Including Current Invoice)

Invoice Date	Invoice No.	Invoice Amount	Total Payments and Adjustments	Balance
03/24/23	12303	3,159.41	0.00	3,159.41
04/18/23	12304	1,217.00	0.00	1,217.00
Total Outstanding Invoices				<u>4,376.41</u>

Current (Less than 30)	30-59 Days	60-89 Days	90-119 Days	Over 120 Days	Total Amount Due
\$4,376.41	\$0.00	\$0.00	\$0.00	\$0.00	\$4,376.41

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CONNECTING & INNOVATING
SINCE 1913

Invoice

Member Name and Address
East Range Water Board
16 W 2nd Ave N
Aurora, MN 55705

Invoice Date
03/14/2023

Agent
Ahrens Insurance Agency Inc
11 Main St N
Aurora, MN 55705-1365
(218)749-2500

Account Number: 40006503
Account Type: Property/Casualty Coverage Premium
Current Balance: \$ 1,976.00
Minimum Due: \$ 1,976.00
Due Date: 04/16/2023

Summary of activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
		Previous Invoice Balance	2,004.00	
		Payments Received	-00	
		Total of Transactions and Fees shown on reverse or attached	1,976.00	
See reverse side and attachments for additional information		Current Balance	\$ 1,976.00	\$ 1,976.00

Detach and return this Payment Coupon with your payment	Account Number	Invoice Date	Due Date	Current Balance	Minimum Due
	40006503	03/14/2023	04/16/2023	\$ 1,976.00	1,976.00
					Amount Enclosed
					\$ _____

Member Name East Range Water Board

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment
7 days before
Due Date to
ensure timely
receipt

League of MN Cities Insurance Trust P&C
c/o Berkley Risk Administrators Company
222 South Ninth Street, Suite 2700
P.O. Box 581517
Minneapolis, MN 55458-1517



CONNECTING & INNOVATING
SINCE 1913

Invoice

Detail of activity since last Invoice		Transaction Amount	Minimum Due
Package 1005270-2 Agreement Period 02/16/2023 - 02/16/2024			
	Agreement Previous Balance	\$ 0.00	
	Renewal - PR 03/13/2023	\$ 1,976.00	
	Agreement Ending Balance	\$ 1,976.00	\$ 1,976.00
Defense Cost Reimbursement 1005271-2 Agreement Period 02/16/2023 - 02/16/2024			
	Agreement Previous Balance	\$ 0.00	
	Agreement Ending Balance	\$ 0.00	\$ 0.00
	Total Current Balance	\$ 1,976.00	
	Total Minimum Due		\$ 1,976.00



Invoice

Invoice Number: 444301

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

RECEIVED
2023 12 2023
CITY OF AURORA

REMIT PAYMENT TO:

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

Pay This Amount	\$9,697.50
Due Date	11-MAY-23
Invoice Date	11-APR-23
Bill Through Date	31-MAR-23
Terms	30 NET
SEH Customer Acct #	84463
Customer Project #	
Agreement / PO #	163450
Authorized Amount	\$562,968.00
Authorized Amount Remaining	\$37,581.50
Project Manager	Miles Jensen mjensen@sehinc.com 651.490.2000
Client Service Manager	Miles Jensen 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	Amount
(95% of \$12,750.00) less previously billed of \$11,475.00	\$637.50
(20% of \$45,300.00) less previously billed of \$0.00	\$9,060.00
	\$9,697.50
Invoice total	\$9,697.50

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$9,697.50	\$515,689.00	\$525,386.50



Jodi Knaus

From: Dave Sipila <sipilad@StLouisCountyMN.gov>
Sent: Wednesday, April 5, 2023 10:37 AM
To: Jodi Knaus
Subject: RE: Application for property tax exemption

*Agenda item
2. d. 7*

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Jodi, this is approved.

David L. Sipila, SAMA | County Assessor

St. Louis County, Minnesota

Virginia Government Services Center | 201 South 3rd Avenue West | Virginia, MN 55792-2666

O: 218-471-7276 | F: 218-749-0696 | sipilad@stlouiscountymn.gov

www.stlouiscountymn.gov

From: Jodi Knaus <jodi.knaus@townofwhite.com>
Sent: Tuesday, April 4, 2023 3:09 PM
To: Dave Sipila <sipilad@StLouisCountyMN.gov>
Cc: Doug Gregor (gregor@ci.aurora.mn.us) <gregor@ci.aurora.mn.us>; Jon Skelton (zlgskelton@gmail.com) <zlgskelton@gmail.com>; lucash@ci.aurora.mn.us
Subject: RE: Application for property tax exemption

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Here is the completed application. I was on vacation all last week or this would've been done sooner. Have a great day!

Jodi Knaus

Town Manager & Clerk

Town of White

PO Box 146

16 West 2nd Avenue North

Aurora, MN 55705

(218) 229-2813 Office

(218) 229-2124 Fax

www.townofwhite.com

For Office Use Only

Name of organization EAST RANGE WATER BOARD Assessment year 2023

Approved

PTE

Assessor's signature _____ Date _____

Denied

Application for Property Tax Exemption

Please read the back of this form before completing. If you are applying for exemption as an institution of purely public charity, please fill out the "Institution of Purely Public Charity Application for Property Tax Exemption" form.

This section is to be completed by all applicants. Please provide the following information for the organization that owns the property on which exemption is being claimed.

Owner(s) of the Property

Name of Organization EAST RANGE WATER BOARD		Date Property Acquired by Organization lease commenced November 1, 2022	
Representative or Owner Name Jodi Knaus		Title Town Manager	Date of Application 4/4/2023
Mailing Address of Organization 16 W. 2nd Avenue N.			
City Aurora	State MN	Zip Code 55705	County ST LOUIS

Is the above organization exempt from federal income tax under section 501(c)(3)? Yes No

The above organization is seeking exemption from property tax under the following category (please check one):

- Academy, College, University or Seminary of Learning
- Church, Church Property or House of Worship
- Public Property used Exclusively for Public Purposes
- Public Burying Ground
- Institution of Purely Public Charity (If yes, please file for exemption using the "Institution of Purely Public Charity Application for Property Tax Exemption" form.)
- Public Hospital
- Public School House
- Other (specify) City/Township Utilities

Property Information

This section is to be completed by all applicants. Please fill out the following information about the property on which exemption is being claimed.

Property Address LAKE MINE RD			
City AURORA	State MN	Zip Code 55705	County ST LOUIS
Legal Description of Property (attach additional sheets if necessary) LMIS010613 3.12A construction staging area lease		Parcel ID Number 570-5030-00020	

This section is to be completed by all applicants. Please answer the following questions about the use of the property.

Use of the Property

What is the principal use of the above-described property?
Staging for water utilities

Additional Uses of the Property (give percentage of use):
100%

Are these uses directly related to the mission of the organization? Yes No

Is any part of this property used for commercial purposes? Yes No
If yes, please explain.

Why is ownership of this property necessary?
CITY/TOWN Public Utility (Water Project)

Is any part of this property used for residential purposes? Yes No
If yes, please fill out next section.

Residential Use of the Property

This section is to be completed if any part of the property is used for residential purposes. Please fill out the following information for each person who occupies the above-described property. List additional occupant's information on a separate sheet and attach it to this application.

Name of Occupant	Nature of Service/Employment	<input type="checkbox"/> Full-time	<input type="checkbox"/> Part-time
------------------	------------------------------	------------------------------------	------------------------------------

Is occupant required to reside on this property as a condition of employment?
If yes, why is this required? Yes No

Does occupant pay rent, either in cash or as a part of salary?
If yes, please give details. Yes No

Why is ownership of this residence necessary?

Sign Here

Signature of owner or authorized representative. By signing below, I certify that the above information is true and correct to the best of my knowledge, and I am the owner of the property or authorized representative of the organization that owns the property for which exemption is being claimed.

Applicant Signature <i>Joni Knaus</i>	Daytime Phone <i>(218) 229-2813</i>	Date <i>4/4/2023</i>
--	--	-------------------------

FRYBERGER

— LAW FIRM —

MEMO

To: East Range Water Board

From: Paul B. Kilgore

Date: April 11, 2023

The Fryberger law firm has been working to obtain a certificate of title certifying the Town of White as the owner of the land located within the platted roadways of Scenic Acres. This is critical because the water system infrastructure is located within these roadways. At the time Scenic Acres was platted in 1978-79, a filed declaration reserved private ownership of the water system in the name of Earth Sciences & Consultants, Inc., the party that owned the real estate and filed the plat. Since then a handful of filed documents have contained ambiguous provisions regarding ownership of the water system and the platted roads. To complicate matters, the St. Louis County Registrar of Titles issued individual certificates of title to each of the owners of lots within Scenic Acres, but never issued a certificate of title for the roadways.

After numerous discussions with the St. Louis County Examiner of Titles, we were able to persuade the Examiner to issue a new certificate of title for the roadways without the necessity of an administrative proceeding and hearing, and without the necessity of service of process on potential interested parties. That certificate has now been issued. The certified owner of the roadways within Scenic Acres is Earth Sciences.

Since the platting of Scenic Acres, Earth Sciences changed its name to Nitrochem Energy Corp., which was subsequently dissolved by the Minnesota Secretary of State for failure to file annual reports. We have obtained a deed from the sole surviving officer of Nitrochem, running to the Town of White. We are now in the process of filing various documents to establish the name change from Earth Sciences to Nitrochem and Nitrochem's dissolution. With these documents we will file the deed to the Town of White. At that point the Registrar of Titles will cancel the Earth Sciences certificate of title and issue a replacement certificate in the name of the Town of White. This process should be completed within the next 90 days, possibly within the next month.

wmh

*Sent to Bd
4/12/23
OK*

Agenda item 3.B.

Jodi Knaus

From: Mia E. Thibodeau <mthibodeau@fryberger.com>
Sent: Monday, April 3, 2023 5:12 PM
To: Jodi Knaus
Cc: 'Doug Gregor'
Subject: RE: ERWB Rosa Easement Purchase Agreement
Attachments: Easement Purchase Agreement.pdf; Water Main Easement Agreement.pdf

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jodi:

Attached for consideration by the Town Board at its next meeting is the Purchase Agreement (and attached form of Water Main Easement Agreement). Please note all the required members of the Rosa family have signed the purchase agreement.

Please let me know if you have any questions.

Regards,
Mia

Mia Thibodeau
Attorney

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700 | Duluth, MN 55802
ph: 218-725-6873 | fx: 218-725-6800
mthibodeau@fryberger.com | www.fryberger.com

CONFIDENTIALITY NOTICE

This is a transmission from the law firm of Fryberger, Buchanan, Smith & Frederick, P.A. and may contain information which is privileged, confidential, and protected by the attorney-client or attorney work product privileges. The information is, or may be covered by the Electronic Communications Privacy Act, 18 U.S.C.2510-2521. If you are not the addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number (218) 722-6873.

EASEMENT PURCHASE AGREEMENT

This Easement Purchase Agreement (this "Agreement") is made this ____ day of _____, 2023, by and between the **TOWN OF WHITE**, a public corporation and political subdivision ("TOWN"), and DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other ("ROSA").

A. TOWN is the fee owner of real property located in St. Louis County, Minnesota, and legally described on the attached **Exhibit A** (the "Transferred Property").

B. ROSA is the fee owner of real property located in St. Louis County, Minnesota, and legally described on the attached **Exhibit B** (the "Easement Property")

C. TOWN wishes to construct a water main pipeline or pipelines, manhole, pump station, cleanout and related apparatus (collectively, "Pipeline") within the Easement Property and to provide for the future maintenance, repair and replacement of the Pipeline.

D. To facilitate ROSA and TOWN's wishes, ROSA has agreed to convey to TOWN on the terms set forth in this Agreement, an easement over and across the Easement Property as set forth in the Water Main Easement Agreement attached as **Exhibit C** (the "Easement Agreement"), and in exchange, TOWN will convey to ROSA, the Transferred Property as payment in full for the easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, TOWN and ROSA agree as follows:

1. Subject to the terms set forth in this Agreement, ROSA agrees to sell, and TOWN agrees to purchase, an easement over and across that portion of the Easement Property legally described on Exhibit B to the Easement Agreement (the "Easement Area"), for the purposes set forth in the Easement Agreement (the "Easement").

2. The purchase price to be paid by TOWN to ROSA for the Easement shall be the transfer to ROSA of the Transferred Property, to be conveyed at the time of closing.

3. ROSA shall convey the Easement to TOWN by delivery of the executed Easement Agreement at closing. If the Title Commitment (defined below) shows that there are any mortgages encumbering the Property, at or prior to closing ROSA shall obtain and deliver written consent to the Easement Agreement from all mortgagees, in form acceptable to TOWN. Such consent(s) shall be attached to and recorded with the Easement Agreement.

4. Following execution of this Agreement, at TOWN's option, TOWN may obtain a title insurance commitment ("Title Commitment") with respect to the Easement Agreement. The cost of producing the Title Commitment shall be borne by TOWN. TOWN shall pay the title insurance premium for any title insurance deemed necessary or desirable by TOWN. In the

event the Title Commitment reveals title to be unmarketable, ROSA shall have the option to cure the unmarketability of title at ROSA's cost. If ROSA is unable to timely cure the unmarketability to TOWN's satisfaction within 60 days or such other timeline determined in the sole and absolute discretion of the TOWN, TOWN shall be entitled to cancel this Agreement by written notice to ROSA, in which event neither party shall have any further obligations under this Agreement. If ROSA refuses, and TOWN wishes to take such actions as are necessary or desirable to cure the unmarketability of title to the Property, ROSA will cooperate with and assist TOWN with such efforts, at no cost to ROSA (except recording fees as set forth in paragraph 5 below). ROSA's obligation to cooperate and assist TOWN shall survive closing and delivery of the Easement Agreement.

5. The closing shall occur by mail or at a location mutually agreeable to the parties, on or before June 1, 2023. The title company that provides the Title Commitment shall conduct the closing at TOWN's expense. TOWN shall be entitled to cancel this Agreement at any time prior to closing in its sole discretion, in which case neither party shall have any further obligations under this Agreement. ROSA shall pay the recording fees for any instruments necessary to make ROSA's title marketable. TOWN shall pay the recording fee for the Easement Agreement and Transferred Property. The rights granted TOWN in the Easement Agreement, including TOWN's possessory rights, shall become effective upon full and proper execution of the Easement Agreement.

6. At closing: A) ROSA shall deliver the following: (i) the executed Easement Agreement; (ii) a standard title affidavit providing that ROSA is unaware of any adverse unrecorded interests in the Easement Property; and (iii) such other documents as shall be reasonably requested by TOWN or the title company to facilitate the closing and grant of the Easement to TOWN (including, if ROSA is an entity, proof that all necessary company action, including member approval if necessary, has been taken by ROSA to authorize the grant of the Easement); and B) TOWN shall deliver the following: (i) an executed Warranty Deed conveying the Transferred Property to ROSA; (ii) a standard title affidavit providing that TOWN is unaware of any adverse unrecorded interests in the Transferred Property; (iii) such other documents as shall be reasonably requested by ROSA or the title company to facilitate the closing and conveyance of the Transferred Property to ROSA.

7. Subject to the Easement, following closing ROSA shall remain the fee owner of the Easement Property, entitled to the benefits and subject to the responsibilities of fee ownership. ROSA warrants that payment in full has been made for all lienable labor and materials provided to the Easement Property; that ROSA has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation; that ROSA has no knowledge of any unrecorded instrument affecting title to the Easement Property; and that ROSA has no actual knowledge of the existence of any hazardous materials or contaminants on or under the Property.

8. ROSA accepts the Transferred Property by TOWN in "AS IS" condition, other than as respects warranties of title. ROSA acknowledges and agrees that ROSA and their heirs, successors, and assigns shall be solely responsible for determining the income tax basis of the Transferred Property for ROSA and their heirs, successors, and assigns.

9. Breach of this Agreement shall allow the nonbreaching party to terminate the Agreement or commence an action to enforce the right of specific performance, provided such action is commenced within six months after such right of action arises. The prevailing party in any litigation regarding the Property or this Agreement shall be reimbursed its court costs, including reasonable attorneys' fees.

10. Time is of the essence in this Agreement. All terms are intended to survive closing. This Agreement constitutes the complete agreement between the parties as to the Easement Agreement and supersedes any prior oral or written agreements between the parties regarding the Easement Agreement. No waiver of any of the terms of this Agreement shall be effective unless made in writing and executed by the parties. This Agreement shall bind and benefit the parties and any successors or assigns.

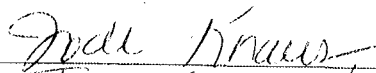
11. The individuals signing this Agreement on behalf of ROSA warrant and represent that they have full and complete authority to enter into this Agreement on behalf of ROSA and have full and complete capacity to bind ROSA to this Agreement.

12. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.


TOWN:

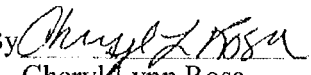
TOWN OF WHITE


By 
Its Board Chair

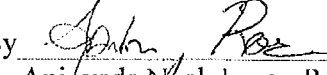
By 
Its Town Manager & Clerk


ROSA:

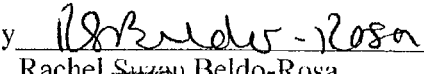
By 
Mark M. Rosa

By 
Cheryl Lynn Rosa

By 
David R. Rosa

By 
Apinyada Nualplunao Rosa

By 
Andrew Rosa

By 
Rachel Susan Beldo-Rosa
Susanne

By 
Alex M. Rosa

By 
Jennifer Rose Rosa

EXHIBIT A TO EASEMENT PURCHASE AGREEMENT

LEGAL DESCRIPTION FOR TRANSFERRED PROPERTY

Lots 1 through 10, Block 20, COTTON, St. Louis County, Minnesota (PID #570-0040-03800)

EXHIBIT B TO EASEMENT PURCHASE AGREEMENT

LEGAL DESCRIPTION FOR EASEMENT PROPERTY

The NW1/4 of NE1/4, Section 7, Township 58, Range 15 (PID #570-0021-00390)

AND

Lot 9, excluding that portion comprising part of the former lake bed of Syracuse Lake owned by the State of Minnesota, Section 6, Township 58, Range 15.

EXCEPTING, therefrom, however, all ores and minerals in, upon or under the said premises, as reserved in Deed bearing Document Nos. 164137 and 164138 and in other documents of record. (PID #570-0021-00350)

(Torrens – Certificate of Title No. 340187)

EXHIBIT C TO EASEMENT PURCHASE AGREEMENT

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (this “Agreement”) is entered into by DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other (together, “Grantor”) and by the TOWN OF WHITE, a public corporation and political subdivision (“Grantee”), on _____, 2023.

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described in the attached **Exhibit A** (the “Property”).

B. Grantee wishes to construct a water main pipeline or pipelines, manhole, pump station, cleanout and related apparatus (collectively, “Pipeline”) within the Property.

C. Grantee wishes to provide for the construction of and future maintenance, repair and replacement of the Pipeline.

D. Grantee, through its agents and employees, will be required to enter onto the Property in order to construct the Pipeline and to carry on the purposes of this Agreement.

E. Grantee desires to obtain a perpetual easement covering that portion of the Property legally described and depicted on **Exhibits B and C** (the “Permanent Easement Area”).

F. Grantee wishes to provide for the future maintenance, repair and replacement of the Pipeline and apparatus. (The term “Pipeline” will hereinafter refer, collectively, to the Pipeline and other related apparatus).

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of the parties’ agreement.
2. Grantor grants to Grantee, its agents and employees, with necessary equipment, a right-of-way and permanent easement (the “Easement”) to perform pre-construction work (including but not limited to survey, examinations, testing and soil borings), construct, reconstruct, maintain, inspect, operate, protect, repair, replace, change the size of and/or remove a Pipeline or Pipelines on, over, under and across the Permanent Easement Area, the right to locate the Permanent Easement Area by surveying and the placement of appropriate markers, if necessary, and the right to clear and keep cleared the Permanent Easement Area so as to prevent damage to and interference with the efficient operation of the Pipeline or Pipelines. Notwithstanding anything in this Agreement to the contrary, any Pipeline or Pipelines constructed or maintained by Grantee within the Permanent Easement Area will be located underground to the fullest extent practically permitted.

3. Grantor grants to Grantee the right of ingress to and egress from the Permanent Easement Area across the Property by means of roads and lanes on the Property as and if they exist, otherwise, by such road, roads or paths as shall occasion the least practical damage and inconvenience to Grantor, for the purpose of accessing the Permanent Easement Area (but not for accessing any other property). Any access road or lane may be gated by Grantor or Grantee provided that both Grantor and Grantee shall have access through any such gate at all times (any party installing a gate shall provide the other such keys, codes or other information necessary to gain access). Grantee shall not be liable for damage to a gate if Grantee was not given sufficient access through a gate; provided that Grantee in its sole discretion shall determine whether it has sufficient access through a gate.

4. Grantee shall promptly backfill any trench made by it within the Permanent Easement Area and shall restore the surface area by planting grass seed or other ground cover. This provision shall not prevent Grantee from exercising its right to clear away trees and brush which Grantee shall not be required to replace. Grantee shall also use all practical efforts to minimize any interruption of access to the Property during any construction or maintenance.

5. Grantee shall have the right to assign and mortgage the Easement and any other license or the rights granted herein in whole or in part and as to all or any portion of the rights accruing hereunder, subject always to the terms of this Agreement.

6. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by any construction, operation, use, maintenance, repair, leakage or replacement of Grantee's Pipeline and through any negligent act or omission of Grantee or of its agents or employees in the course of their employment. This provision shall not extend to (i) loss or damage relating to hazardous wastes or substances existing on the Property on the date of this Agreement or placed on the Property by a party other than Grantee or its agents or employees, or (ii) loss or damage resulting from the acts or failure to act of Grantor, Grantor's guests, employees, agents or contractors.

7. Grantor reserves the right to use the surface portions of the Permanent Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this Agreement. The rights reserved include the right to construct, reconstruct and improve any roadway, parking lot, curbs, gutters and sidewalks as Grantor may decide; provided that Grantor shall not, without the prior written consent of Grantee, erect or construct any building or other structure, build or operate any wells, or construct any reservoir or other obstruction within the Permanent Easement Area, or diminish or substantially add to the ground cover over the Pipeline or Pipelines and that Grantor will not carry on any excavation, installation, construction or other activity over, within or under the Permanent Easement Area that interferes with the rights granted to Grantee in this Agreement without the prior written consent of the Grantee. Notwithstanding anything in this Agreement to the contrary, any building existing on the Property on the date of this Agreement is permitted and may be maintained or replaced in its current location.

8. The Permanent Easement shall be perpetual and all other rights granted in this Agreement shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

9. Grantor and Grantee acknowledge that this Agreement is being entered into prior to the construction of any Pipeline within the Property and that the location of the Pipeline and the Permanent Easement Area has not yet been selected. During construction, Grantor and Grantee each agree to communicate regarding the location of the Pipeline. Following construction, Grantor and Grantee agree to enter into an amendment to this Agreement substantially in the form attached as **Exhibit D** to reflect the location of the Permanent Easement Area. Grantee will be responsible for the expense of adequately describing the Permanent Easement Area, preparing the amendment to this Agreement and recording the amendment in the real estate records.

10. The Pipeline will be and remain the property of Grantee.

11. The individuals signing this Agreement on behalf of Grantor warrant and represent that they have full and complete corporate authority to enter into this Agreement on behalf of Grantor, full and complete capacity to bind Grantor to this Agreement and full and complete capacity to read and understand the terms and conditions of this Agreement and any documents attached hereto.

12. If Grantee permanently ceases to provide water services utilizing the Pipeline (as it shall be repaired, modified and replaced from time to time), the Easement shall terminate and Grantee shall sign and record a written termination of the Easement.

13. Except in the case of an emergency, Grantee shall use reasonable efforts to (i) notify Grantor prior to entering the Property to carry out the purposes of this Agreement, and (ii) schedule its work on the Property at a time that is acceptable to Grantor.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the date first above written.

TOWN OF WHITE

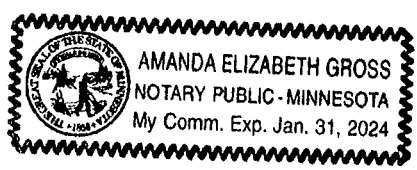
By: Jon Skelton
Its Chairman

By: Jodi Kraus
Its Clerk

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on April 16th, 2023, by Jon Skelton and Jodi Kraus, the Chairman and Clerk, of Town of White, a public corporation and political subdivision.

Amanda Elizabeth Gross
Notary Public



Mark M. Rosa

Cheryl Lynn Rosa

David R. Rosa

Apinyada Nualphanao Rosa

Andrew Rosa

Rachel Susanne Beldo-Rosa

Alex M. Rosa

Jennifer Rose Rosa

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on _____, 2023, by David R. Rosa and Apinyada Nualphanao Rosa, married to each other, Mark M. Rosa and Cheryl Lynn Rosa, married to each other, Alex M. Rosa and Jennifer Rose Rosa, married to each other, and Andrew Rosa and Rachel Susanne Beldo-Rosa, married to each other.

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
MET/gmh

EXHIBIT A TO WATER MAIN EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

The NW1/4 of NE1/4, Section 7, Township 58, Range 15 (PID #570-0021-00390)

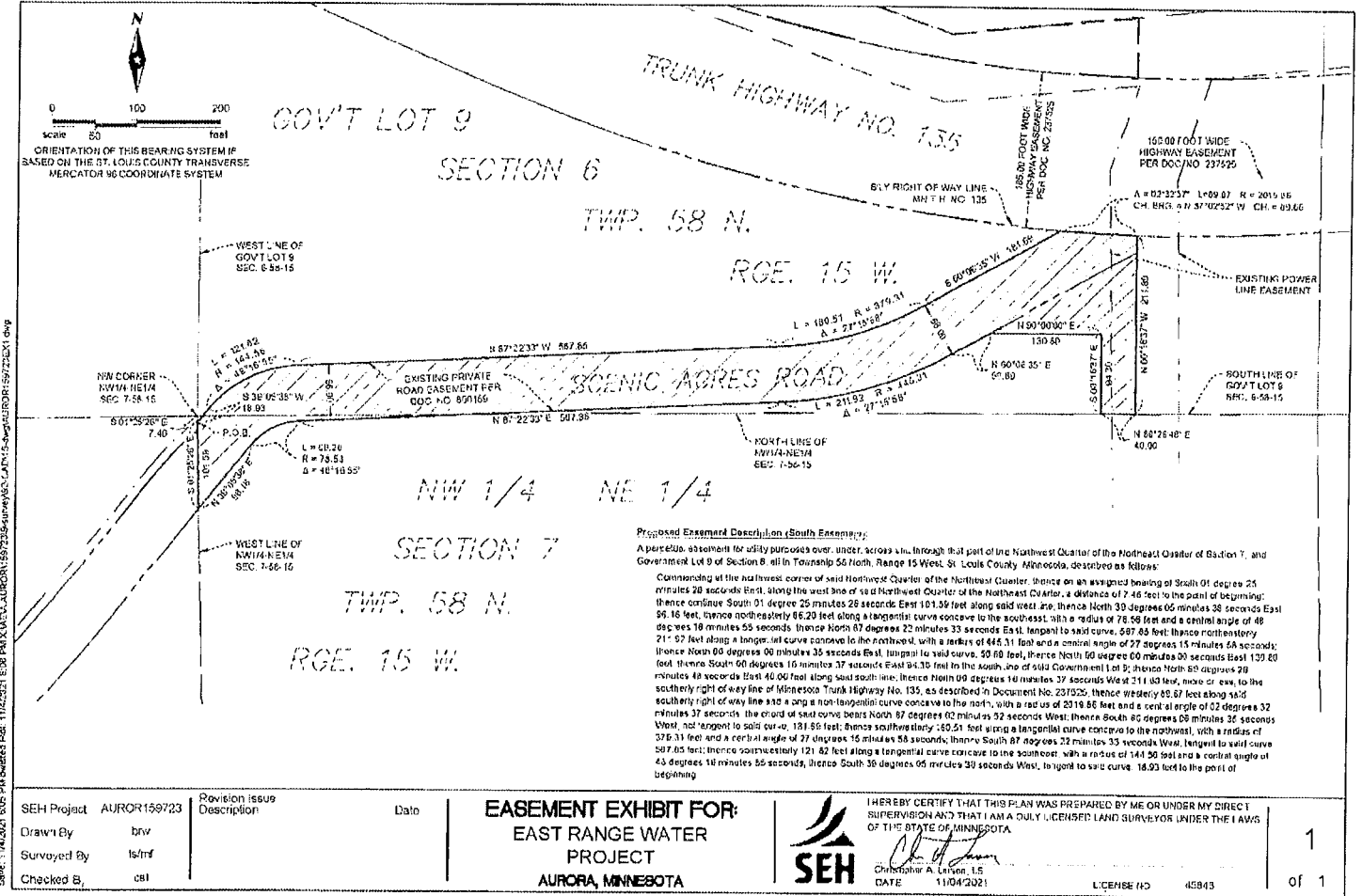
AND

Lot 9, excluding that portion comprising part of the former lake bed of Syracuse Lake owned by the State of Minnesota, Section 6 Township 58 Range 15

EXCEPTING, therefrom, however, all ores and minerals in, upon or under the said premises, as reserved in Deed bearing Document Nos. 164137 and 164138 and in other documents of record. (PID #570-0021-00350)

(Torrens – Certificate of Title No. 340187)

EXHIBIT B TO WATER MAIN EASEMENT AGREEMENT




Date: 11/04/2021 5:06 PM Saved File: 11/04/2021 5:06 PM AUROR1597235.dwg

SEH Project	AUROR159723
Drawn By	brw
Surveyed By	ls/trf
Checked By	cbf

Revision Issued	Description	Date

EASEMENT EXHIBIT FOR:
EAST RANGE WATER PROJECT
AURORA, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.



 Christopher A. Larson, L.S.
 DATE 11/04/2021 LICENSE NO. 45843

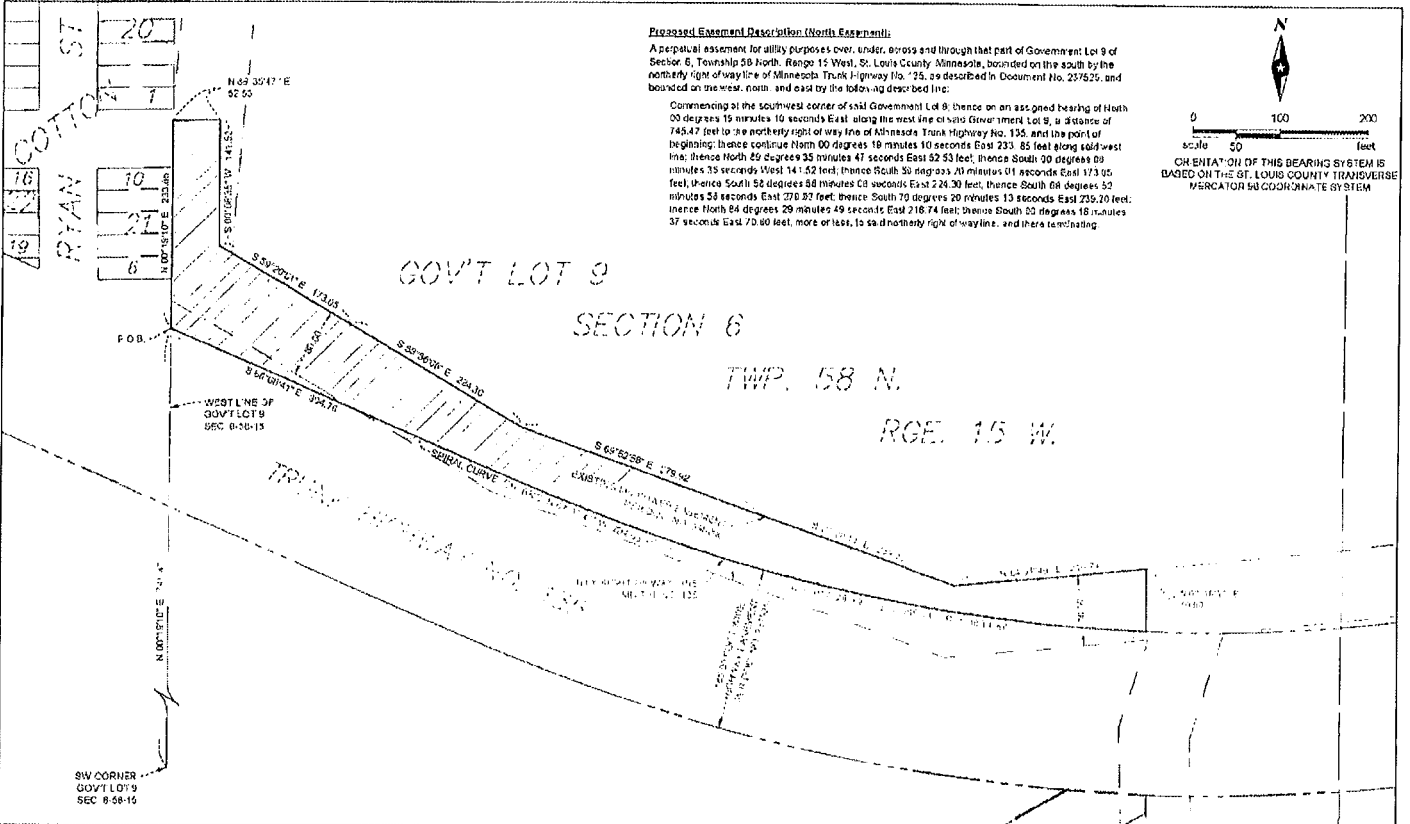
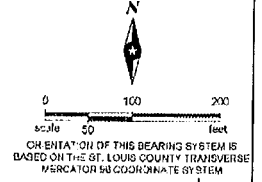
1
of 1

EXHIBIT C TO WATER MAIN EASEMENT AGREEMENT

Proposed Easement Description (North Easement):

A perpetual easement for all purposes over, under, across and through that part of Government Lot 9 of Section 6, Township 58 North, Range 15 West, St. Louis County, Minnesota, bounded on the south by the northerly right of way line of Minnesota Trunk Highway No. 125, as described in Document No. 257629, and bounded on the west, north and east by the following described line:

Commencing at the southwest corner of said Government Lot 9, thence on an assigned bearing of North 00 degrees 15 minutes 10 seconds East along the west line of said Government Lot 9, a distance of 745.47 feet to the northerly right of way line of Minnesota Trunk Highway No. 125, and the point of beginning; thence continue North 00 degrees 10 minutes 10 seconds East 233.85 feet along said west line; thence North 40 degrees 15 minutes 41 seconds East 52.53 feet; thence South 70 degrees 00 minutes 35 seconds West 141.52 feet; thence South 30 degrees 40 minutes 01 seconds East 173.05 feet; thence South 52 degrees 08 minutes 08 seconds East 224.30 feet; thence South 68 degrees 52 minutes 53 seconds East 276.87 feet; thence South 70 degrees 20 minutes 13 seconds East 235.20 feet; thence North 64 degrees 28 minutes 49 seconds East 216.74 feet; thence South 03 degrees 18 minutes 37 seconds East 70.60 feet, more or less, to said northerly right of way line, and there terminating.



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SEH Project	AUROR159723
Drawn By	bw
Surveyed By	ts/ml
Checked By	ca

Revised Iss. to	Date
Description	

EASEMENT EXHIBIT FOR:
EAST RANGE WATER
PROJECT
AURORA, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINN. DATE 1/14/2021 LICENSE NO. 45848

EXHIBIT D TO WATER MAIN EASEMENT AGREEMENT

**AMENDMENT TO CONSTRUCTION AND PERMANENT
PIPELINE EASEMENT AGREEMENT**

This Amendment to Construction and Permanent Pipeline Easement Agreement (“Amendment”) is entered into as of _____, 202__, by DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other (“Grantor”) and by the TOWN OF WHITE, a public corporation and political subdivision (“Grantee”).

RECITALS

A. Grantor owns property legally described as follows (the “Property”):

(insert legal description)

B. Grantor and Grantee entered into a Water Main Easement Agreement (the “Agreement”) affecting the Property on _____, 2023. The Agreement was recorded in the office of the St. Louis County Recorder/Registrar of Titles on _____, 2023, as Document No. _____.

C. As contemplated by the Agreement, the Pipeline was installed on the Property. The purpose of this Amendment is to document the location of the Permanent Easement Area, and to record the location of the Permanent Easement Area in the St. Louis County real estate records.

NOW, THEREFORE, the parties agree as follows:

1. The recital paragraphs above are true and correct and are incorporated into the Agreement by reference.

2. The Agreement is amended as follows: the location of the Permanent Easement Area is that portion of the Property described in the attached Exhibit 1 and depicted (at least in part) on the drawing attached as Exhibit 2.

3. The Agreement is amended to the extent necessary to effectuate the agreements set forth in this Amendment and, except as amended by this Amendment, all terms, conditions and provisions of the Agreement remain in full force and effect and are hereby confirmed.

4. This Amendment may be executed in separate counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed of the date first above written.

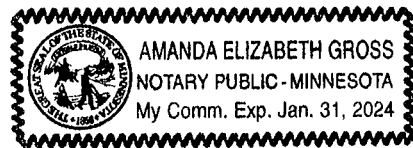
TOWN OF WHITE

(Signature lines omitted from Exhibit)

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on April 10th, 2023, by Jon Skelton and Jarvi Knous, the Chairman and Clerk, of Town of White, a public corporation and political subdivision.

Amanda E. Gross
Notary Public



(Signature line of Grantor omitted from Exhibit)

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on _____, 202__, by DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
MET/gmh

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (this "Agreement") is entered into by DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other (together, "Grantor") and by the TOWN OF WHITE, a public corporation and political subdivision ("Grantee"), on _____, 2023.

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described in the attached **Exhibit A** (the "Property").

B. Grantee wishes to construct a water main pipeline or pipelines, manhole, pump station, cleanout and related apparatus (collectively, "Pipeline") within the Property.

C. Grantee wishes to provide for the construction of and future maintenance, repair and replacement of the Pipeline.

D. Grantee, through its agents and employees, will be required to enter onto the Property in order to construct the Pipeline and to carry on the purposes of this Agreement.

E. Grantee desires to obtain a perpetual easement covering that portion of the Property legally described and depicted on **Exhibits B and C** (the "Permanent Easement Area").

F. Grantee wishes to provide for the future maintenance, repair and replacement of the Pipeline and apparatus. (The term "Pipeline" will hereinafter refer, collectively, to the Pipeline and other related apparatus).

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of the parties' agreement.
2. Grantor grants to Grantee, its agents and employees, with necessary equipment, a right-of-way and permanent easement (the "Easement") to perform pre-construction work

(including but not limited to survey, examinations, testing and soil borings), construct, reconstruct, maintain, inspect, operate, protect, repair, replace, change the size of and/or remove a Pipeline or Pipelines on, over, under and across the Permanent Easement Area, the right to locate the Permanent Easement Area by surveying and the placement of appropriate markers, if necessary, and the right to clear and keep cleared the Permanent Easement Area so as to prevent damage to and interference with the efficient operation of the Pipeline or Pipelines. Notwithstanding anything in this Agreement to the contrary, any Pipeline or Pipelines constructed or maintained by Grantee within the Permanent Easement Area will be located underground to the fullest extent practically permitted.

3. Grantor grants to Grantee the right of ingress to and egress from the Permanent Easement Area across the Property by means of roads and lanes on the Property as and if they exist, otherwise, by such road, roads or paths as shall occasion the least practical damage and inconvenience to Grantor, for the purpose of accessing the Permanent Easement Area (but not for accessing any other property). Any access road or lane may be gated by Grantor or Grantee provided that both Grantor and Grantee shall have access through any such gate at all times (any party installing a gate shall provide the other such keys, codes or other information necessary to gain access). Grantee shall not be liable for damage to a gate if Grantee was not given sufficient access through a gate; provided that Grantee in its sole discretion shall determine whether it has sufficient access through a gate.

4. Grantee shall promptly backfill any trench made by it within the Permanent Easement Area and shall restore the surface area by planting grass seed or other ground cover. This provision shall not prevent Grantee from exercising its right to clear away trees and brush which Grantee shall not be required to replace. Grantee shall also use all practical efforts to minimize any interruption of access to the Property during any construction or maintenance.

5. Grantee shall have the right to assign and mortgage the Easement and any other license or the rights granted herein in whole or in part and as to all or any portion of the rights accruing hereunder, subject always to the terms of this Agreement.

6. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by any construction, operation, use, maintenance, repair, leakage or replacement of Grantee's Pipeline and through any negligent act or omission of Grantee or of its agents or employees in the course of their employment. This provision shall not extend to (i) loss or damage relating to hazardous wastes or substances existing on the Property on the date of this Agreement or placed on the Property by a party other than Grantee or its agents or employees, or (ii) loss or damage resulting from the acts or failure to act of Grantor, Grantor's guests, employees, agents or contractors.

7. Grantor reserves the right to use the surface portions of the Permanent Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted by this Agreement. The rights reserved include the right to construct, reconstruct and improve any roadway, parking lot, curbs, gutters and sidewalks as Grantor may decide; provided that Grantor shall not, without the prior written consent of Grantee, erect or construct any building or other structure, build or operate any wells, or construct any reservoir or other obstruction within the Permanent Easement Area, or diminish or substantially add to the ground cover over the Pipeline or Pipelines and that Grantor will not carry on any excavation, installation, construction or other activity over, within or under the Permanent Easement Area that interferes with the rights granted

to Grantee in this Agreement without the prior written consent of the Grantee. Notwithstanding anything in this Agreement to the contrary, any building existing on the Property on the date of this Agreement is permitted and may be maintained or replaced in its current location.

8. The Permanent Easement shall be perpetual and all other rights granted in this Agreement shall run with the land and shall be binding upon the heirs, successors and assigns of the parties.

9. Grantor and Grantee acknowledge that this Agreement is being entered into prior to the construction of any Pipeline within the Property and that the location of the Pipeline and the Permanent Easement Area has not yet been selected. During construction, Grantor and Grantee each agree to communicate regarding the location of the Pipeline. Following construction, Grantor and Grantee agree to enter into an amendment to this Agreement substantially in the form attached as **Exhibit D** to reflect the location of the Permanent Easement Area. Grantee will be responsible for the expense of adequately describing the Permanent Easement Area, preparing the amendment to this Agreement and recording the amendment in the real estate records.

10. The Pipeline will be and remain the property of Grantee.

11. The individuals signing this Agreement on behalf of Grantor warrant and represent that they have full and complete corporate authority to enter into this Agreement on behalf of Grantor, full and complete capacity to bind Grantor to this Agreement and full and complete capacity to read and understand the terms and conditions of this Agreement and any documents attached hereto.

12. If Grantee permanently ceases to provide water services utilizing the Pipeline (as it shall be repaired, modified and replaced from time to time), the Easement shall terminate and Grantee shall sign and record a written termination of the Easement.

13. Except in the case of an emergency, Grantee shall use reasonable efforts to (i) notify Grantor prior to entering the Property to carry out the purposes of this Agreement, and (ii) schedule its work on the Property at a time that is acceptable to Grantor.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the date first above written.

TOWN OF WHITE

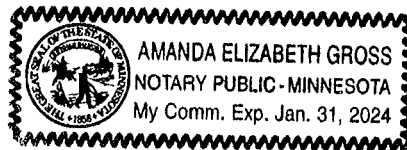
By: *Jan MA*
Its Chairman

By: *Mai Kraus*
Its Clerk

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on April 10th, 2023, by *Jan Snelton* and *Mai Kraus*, the Chairman and Clerk, of Town of White, a public corporation and political subdivision.

Amanda E Gross
Notary Public



Mark M. Rosa

Cheryl Lynn Rosa

David R. Rosa

Apinyada Nualphanao Rosa

Andrew Rosa

Rachel Susanne Beldo-Rosa

Alex M. Rosa

Jennifer Rose Rosa

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on _____, 2023, by David R. Rosa and Apinyada Nualphanao Rosa, married to each other, Mark M. Rosa and Cheryl Lynn Rosa, married to each other, Alex M. Rosa and Jennifer Rose Rosa, married to each other, and Andrew Rosa and Rachel Susanne Beldo-Rosa, married to each other.

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
MET/gmh

M:\DOCS\22438\000000\AGM\1B8027002.DOCX

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The NW1/4 of NE1/4, Section 7, Township 58, Range 15 (PID #570-0021-00390)

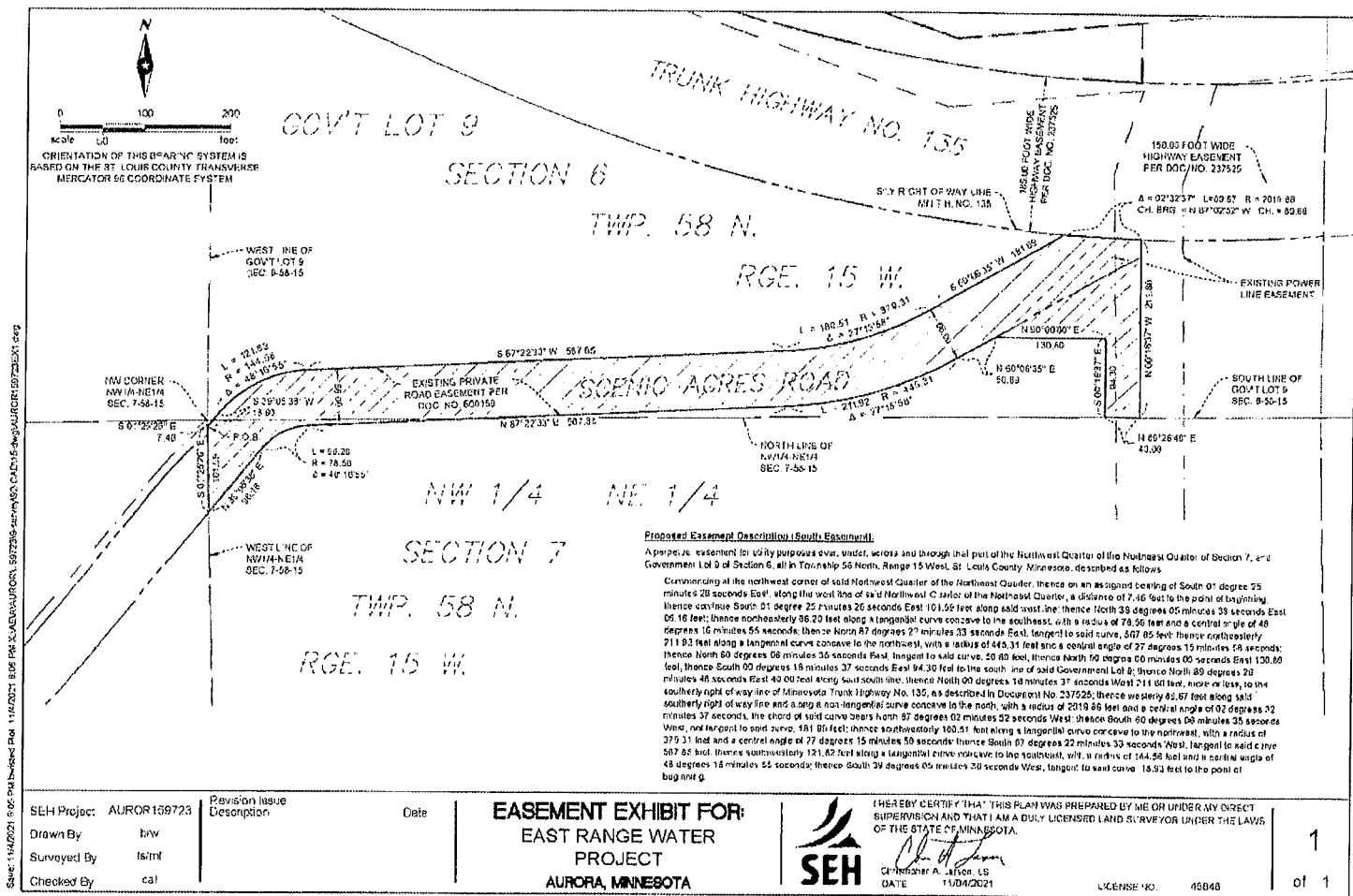
AND

Lot 9, excluding that portion comprising part of the former lake bed of Syracuse Lake owned by the State of Minnesota, Section 6 Township 58 Range 15

EXCEPTING, therefrom, however, all ores and minerals in, upon or under the said premises, as reserved in Deed bearing Document Nos. 164137 and 164138 and in other documents of record. (PID #570-0021-00350)

(Torrens – Certificate of Title No. 340187)

EXHIBIT B



SEH Projec: AJROR 159723
 Drawn By: brw
 Surveyed By: ts/ml
 Checked By: cal

Revision Issue Description
 Date

EASEMENT EXHIBIT FOR:
EAST RANGE WATER PROJECT
AURORA, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

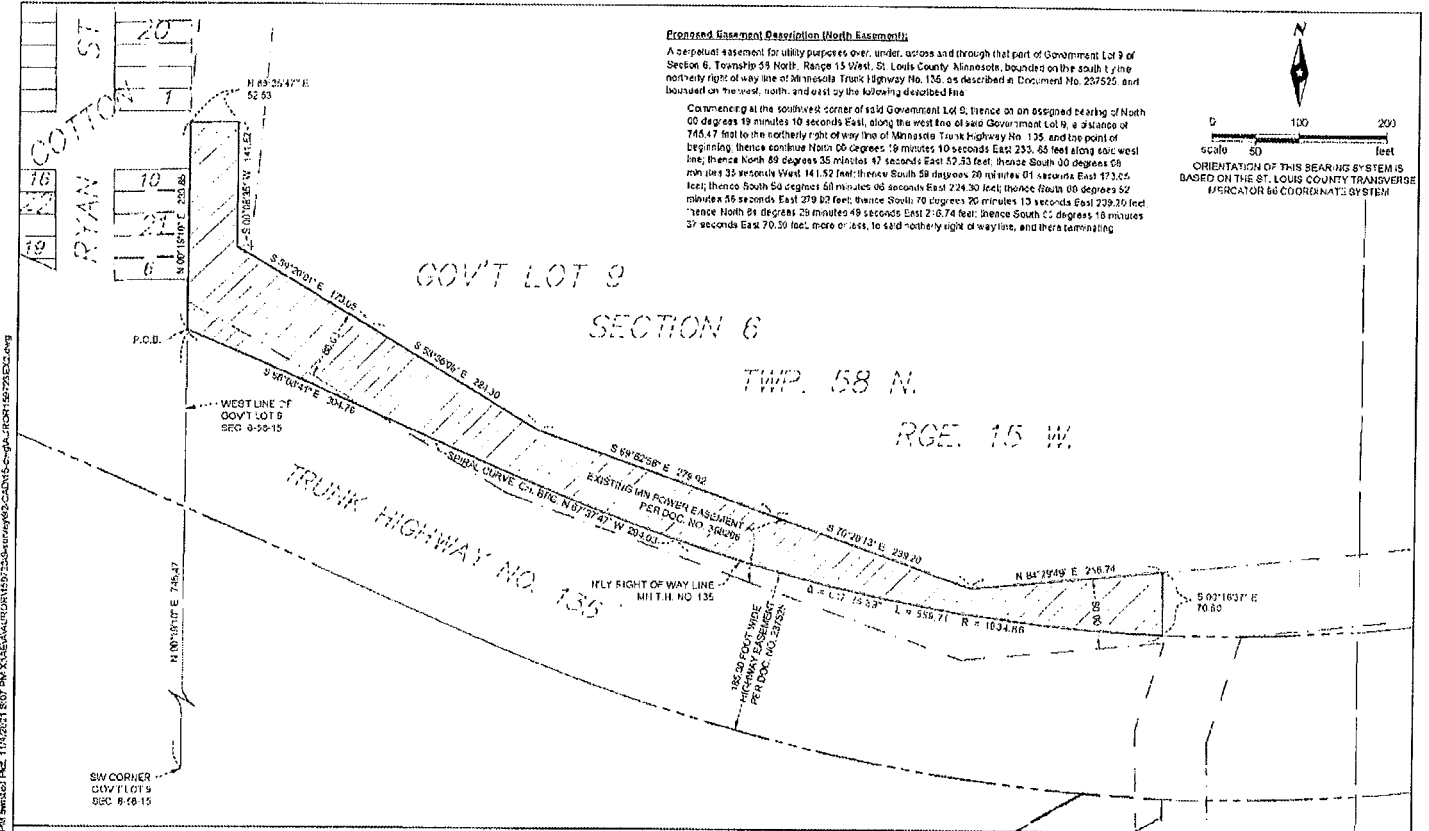
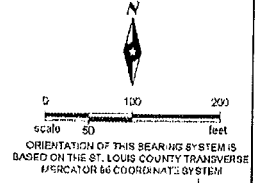
Christopher A. Aliso
 Christopher A. Aliso, LS
 DATE: 11/04/2021 LICENSE NO: 45048

EXHIBIT C

Proposed Easement Description (North Easement):

A perpetual easement for utility purposes over, under, across and through that part of Government Lot 9 of Section 6, Township 58 North, Range 15 West, St. Louis County, Minnesota, bounded on the south by the northerly right of way line of Minnesota Trunk Highway No. 135, as described in Document No. 237525, and bounded on the west, north, and east by the following described line:

Commencing at the southwest corner of said Government Lot 9, thence on an oblique bearing of North 00 degrees 18 minutes 10 seconds East, along the west line of said Government Lot 9, a distance of 745.47 feet to the northerly right of way line of Minnesota Trunk Highway No. 135, and the point of beginning, thence continue North 00 degrees 18 minutes 10 seconds East 233.85 feet along said west line, thence North 89 degrees 35 minutes 47 seconds East 52.33 feet, thence South 00 degrees 08 minutes 35 seconds West 141.52 feet, thence South 58 degrees 28 minutes 01 seconds East 473.05 feet, thence South 50 degrees 58 minutes 00 seconds East 224.30 feet, thence South 00 degrees 52 minutes 45 seconds East 279.82 feet, thence South 70 degrees 20 minutes 13 seconds East 239.39 feet, thence North 81 degrees 28 minutes 49 seconds East 216.74 feet, thence South 02 degrees 15 minutes 37 seconds East 70.30 feet, more or less, to said northerly right of way line, and there terminating.



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SEH Project: AUROR19723	Revision: Issue Description	Date:	EASEMENT EXHIBIT FOR: EAST RANGE WATER PROJECT AURORA, MINNESOTA	 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. CH. 197A, § 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.	1		
Drawn By: b/w							
Surveyed By: ts/mt							
Checked By: ca.							

EXHIBIT D

AMENDMENT TO CONSTRUCTION AND PERMANENT PIPELINE EASEMENT AGREEMENT

This Amendment to Construction and Permanent Pipeline Easement Agreement ("Amendment") is entered into as of _____, 202__, by DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other ("Grantor") and by the TOWN OF WHITE, a public corporation and political subdivision ("Grantee").

RECITALS

A. Grantor owns property legally described as follows (the "Property"):

(insert legal description)

B. Grantor and Grantee entered into a Water Main Easement Agreement (the "Agreement") affecting the Property on _____, 2023. The Agreement was recorded in the office of the St. Louis County Recorder/Registrar of Titles on _____, 2023, as Document No. _____.

C. As contemplated by the Agreement, the Pipeline was installed on the Property. The purpose of this Amendment is to document the location of the Permanent Easement Area, and to record the location of the Permanent Easement Area in the St. Louis County real estate records.

NOW, THEREFORE, the parties agree as follows:

1. The recital paragraphs above are true and correct and are incorporated into the Agreement by reference.
2. The Agreement is amended as follows: the location of the Permanent Easement Area is that portion of the Property described in the attached Exhibit 1 and depicted (at least in part) on the drawing attached as Exhibit 2.
3. The Agreement is amended to the extent necessary to effectuate the agreements set forth in this Amendment and, except as amended by this Amendment, all terms, conditions and provisions of the Agreement remain in full force and effect and are hereby confirmed.
4. This Amendment may be executed in separate counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed of the date first above written.

TOWN OF WHITE

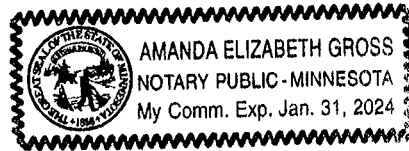
(Signature lines omitted from Exhibit)

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on April 6th, 2023, by Jon Skelton and Jodi Kraus, the Chairman and Clerk, of Town of White, a public corporation and political subdivision.

Amanda E. Gross

Notary Public



(Signature line of Grantor omitted from Exhibit)

State of Minnesota, County of St. Louis

The foregoing instrument was acknowledged before me on _____, 202__, by DAVID R. ROSA and APINYADA NUALPHANAO ROSA, married to each other, MARK M. ROSA and CHERYL LYNN ROSA, married to each other, ALEX M. ROSA and JENNIFER ROSE ROSA, married to each other, and ANDREW ROSA and RACHEL SUSANNE BELDO-ROSA, married to each other

Notary Public

This instrument was drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
MET/gmh



STATUS REPORT
EAST RANGE WATER PROJECT
TASK 2 & TASK 3
EAST RANGE WATER BOARD
CITY OF AURORA & TOWN OF WHITE
SEH Project No. 159723

DATE: Friday, April 21, 2023

ATTACHMENTS

None.

DISCUSSION ITEMS

The following provides a brief discussion of the items that remain to being able to bid the project.

- 1) Final Design – Update P&S and OPC have been delivered to ERWB.
 - a) Now awaiting:
 1. MDH approval of the P&S for the raw water pump station and intake.
 2. Update P&S for the whole project with MDH comments once MDH approval is received.
- 2) Appropriations Permit
 - a) DNR looking for:
 1. Delivered - P&S of the raw water intake facility,
 2. Delivered - Modified/Updated Water Supply Contingency Plan for the City of Biwabik
 3. Delivered - Modified/Updated Water Supply Contingency Plan for Giants Ridge
 4. Under way now - Updated water model analysis of Lake Mine, and
 5. Delivered - Final construction plans including a dewatering plan.
 - b) Lake Mine Water Modeling
 1. DNR requesting updated model.
 2. Barr is now under way. Expect completion mid-May to mid-June.
 3. SEH estimating the survey work at an NTE of \$5,000.
- 3) Environmental Review:
 - a) Minnesota State Historic Preservation Office (SHPO): Approval received 12/20/2022.
 - b) Federal Environmental Review
 1. This review has been made necessary due to the direct Federal earmark funds the project received.
 2. SEH has initiated this review process.
 3. EPA has been slow to move things along.
 4. Uncertain of schedule for final approval -- could take another 90 days.
- 4) Project Certification
 - a) SEH/ERWB prepare notice of, and holds public hearing for, completed State and Federal environmental review.
 - b) EPA certifies project on Federal side
 - c) MDH certifies project on State side.
- 5) Biwabik-East Range Water Supply Mutual Aid Agreement
 - a) SEH to update the draft #3 version of the agreement and send to the group.
- 6) Project Permits:
 - a) MDH
 - b) County Work in Roadway
 - c) DNR:
 1. Water Appropriations
 2. Public Waters Work Permit
 - d) Building Permit:
 1. RWPS, and
 2. WTP
- 7) Project Schedule
 - a) MDH/PFA:

1. The State (MDH) has received the environmental review documents and can certify the project now.
 2. The State (MDH) will accept EPA certification when that comes.
 3. The State (MDH) will allow us to bid the project(s) without the water appropriation process complete since it will take a couple of years (roughly) for the project to need to begin withdrawal of water from the lake.
- b) US EPA
1. The bidding documents must contain full compliance documents (which is also true of the MDH DWRF program) for:
 - (1) American Iron & Steel Act
 - (2) BABAA – Build America Buy America Act, and
 - (3) Davis Bacon
 2. Can bid and begin construction of the project in advance of receiving EPA certification but cannot draw on any Federal earmark funds until the EPA certification is complete.
 3. The EPA staff would not provide any sort of anticipated schedule for their environmental review and certification process.
- c) Based on the above, it seems like we could consider bidding the project in the next couple of months, if:
1. Bonding Bill: We believe that the bonding bill will pass this legislative session, and
 2. We put the Bid review Period at 90 days – which is common. That should allow a reasonable amount of time after the bonding bill passes to still decide on project award.

END.

Agenda
Item
5.b.2.IV

**PROJECT LABOR
AGREEMENT**

This Project Labor Agreement (hereinafter, the "Agreement") is entered into effective the _____ day of _____, _____, by and between _____ (hereinafter "Contractor") and _____ Council, on behalf of its affiliated Local Unions (hereinafter "Union") with respect to the construction of _____ to be known as the "Project."

It is understood by the parties to this Agreement that it is the policy of the Owner that the construction work covered by this Agreement shall be contracted to Contractors who agree to be bound by the terms of this Agreement. The Contractor shall monitor compliance with this Agreement by all subcontractors who, through the execution of this Agreement, have become bound hereto. The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The Union and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Owner and the performance of the construction by the Contractor of the Project. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement shall be binding on any other party unless endorsed in writing by the Project Contractor.

**ARTICLE I
PURPOSE**

The Project, an undertaking of the Owner, is a public project which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the project unless maximum cooperation of all segments of the construction industry is obtained. This Agreement is to establish, as the minimum standards on the Project, the hours and working conditions as those prevailing for the largest number of workers engaged in the same classes of work within the area.

It is in the public interest that the Project progress and be completed in an expeditious and efficient manner, free of disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.

ARTICLE II SCOPE OF THE AGREEMENT

Section 1. This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement," shall apply and is limited to all construction work included in all Bid Categories for the Project, under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work on or after the effective date of this Agreement with regard to the Project.

Such Project is generally described as the construction of:

Project Description

Section 2. It is agreed that all direct subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of the Project Labor Agreement.

Section 3. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisory employees as defined by the National Labor Relations Act.

Section 4. The Contractor further agrees to install the basic hourly wage rates, fringe benefits, hours and working conditions as have been duly negotiated with the Union listed in Schedule A hereto attached and are contained in the Local Area Collective Bargaining Agreements (hereinafter Local Area Agreement) in effect with the recognized bargaining agents in the locality. In the event of any conflict between any provisions of this Agreement and in the Local Area Agreements, the terms of this Agreement will be applied. In other words, where a subject covered by the provisions of this Project Labor Agreement is also covered by the Local Area Agreement, the provisions of this Project Labor Agreement shall prevail. Where a subject is covered by the Local Area Agreement and not covered by this Project Labor Agreement, the Local Area Agreement provisions shall prevail.

Section 5. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to work historically recognized as construction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Owner.

Section 7. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among Owner and any Contractor.

Section 8. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction

site as required by the specifications are subject to the provisions of the Minnesota state prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and, per Minnesota state prevailing wage law, delivery and pick up of the above-listed materials constitutes incorporation.

ARTICLE III UNION RECOGNITION AND REPRESENTATION

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

ARTICLE IV WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strike, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. Any party alleging a breach of Section 1 of Article IV shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

ARTICLE V DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Contractor and the _____ Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Each Contractor shall hold a pre-job conference with the Union and Contractor to clear up any project question and work assignments in which there is thought to be a difference in opinion. Every effort will be made to hold such conference well in advance of actual work performance.

Section 2. The Contractor, Union, and employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project and agree to resolve disputes over grievances in accordance with the arbitration provisions set forth in the Local Area Agreements in effect with the Unions listed in Schedule A attached hereto.

ARTICLE VI JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"). Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the provisions of the Plan.

Section 3. Where a jurisdictional dispute involves the International Brotherhood of Teamsters, it shall be referred for resolution to that International Union and the disputing International Union. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor. The assignments made by the Contractor shall be followed until such time as the dispute is resolved in accordance with this Section.

ARTICLE VII NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or non-membership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE VIII SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

SCHEDULE "A"

- A-1 Asbestos Workers Local 49
- A-2 Boilermakers Local 647
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range
- A-4 Carpenters Local 361/606
- A-5 Cements Masons Local 633
- A-6 Elevator Constructors Local 9
- A-7 IBEW Local 242/294
- A-8 Iron Workers Local 563
- A-9 Laborers Local 1091/1097
- A-10 Millwrights & Machinery Erectors Local 1348
- A-11 Operating Engineers Local 49
- A-12 Painters & Allied Trades Local 106
- A-13 Plumbers & Fitters Local 11/584
- A-14 Roofers Local 96
- A-15 Sheet Metal Workers Local 10
- A-16 Sprinkler Fitters Local 669
- A-17 Teamsters Local 346

**ARTICLE IX
DURATION OF THE AGREEMENT**

The Project Labor Agreement shall be effective _____(DATE), and shall continue in effect for the duration of the Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved. Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF the parties have entered into this Agreement to be effective as of the day and year above written.

_____ **COUNCIL**

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Agenda item
5.B.7.VI

Jodi Knaus

From: Miles Jensen <mjensen@sehinc.com>
Sent: Tuesday, April 4, 2023 11:36 AM
To: Jodi Knaus; Douglas Gregor (gregor@ci.aurora.mn.us); David Skelton (dps825@mchsi.com); Jon Skelton (zlgskelton@gmail.com); dschubbe@outlook.com
Cc: Andrew Knapp; Jeremy Walgrave; Kevin Young; Mike Larson
Subject: Lake Mine Modeling Proposal and Agreement
Attachments: Barr Embarrass Pit Model Update Proposal 20230403.pdf;
BarrERWB_Agrmt_LetterContract_US.pdf

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi All,

Here is the proposal and agreement from Barr to complete the Lake Mine modeling update. This work is intended to update the prediction of water level in Lake Mine with TOW/Aurora withdrawing water along with Giants Ridge and Biwabik.

This work is being required by the DNR as part of the appropriations permit application review process. SEH first submitted the water appropriations permit application in January of 2022. This request for the water model to be updated just came to SEH Feb 23, 2023.

We recommend that the East Range Board execute the agreement with Barr at its earliest convenience. Once that is done, please send me a copy and I will schedule the kickoff meeting with Barr and the DNR.

Thanks.

Miles B. Jensen, PE
(AZ, CO, IA, IL, IN, KS, MD, MI, MO, MN, ND, NE, NM, OH, SD, TX, VA, WI)
Principal/Water Market Leader
SEH
Direct 651.490.2020 | Mobile 651.775.5031
main 651.490.2000 | fax 651.490.2150 | toll free 800.325.2055 | www.sehinc.com



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April 3, 2023

Jodi Knaus
East Range Water Board
PO Box 146
16 West Second Avenue North
Aurora, MN 55705

Re: Agreement for Embarrass Pit Groundwater Model Update

Dear Ms. Knaus:

Thank you for retaining us. We will do our best to justify your expression of confidence in us. This letter, together with our Standard Terms (attached) sets forth the Agreement between the East Range Water Board (Client) and Barr Engineering Co. (Barr) regarding an update of Barr's existing surface water/groundwater model of the Embarrass Pit (aka, Lake Mine).

The scope of professional consulting services we will provide includes:

- A virtual 1-hour project kickoff meeting,
- A 1-hour conference call with the Minnesota Department of Natural Resources (DNR),
- Revisions to the model's representations of Wynne Lake, Sabin Lake, and the Embarrass River to incorporate data regarding lake outlet elevations and streamflow that were not available in 2015,
- Steady-state recalibration of the updated model to present-day conditions,
- One steady-state predictive simulation that includes withdrawal from the Embarrass Pit for Aurora and White, and
- A 5- to 10-page technical memorandum to document the model updates, model recalibration, and results of the predictive simulation.

This Agreement will be effective for the duration of the services or until December 31, 2023, whichever comes first, unless terminated earlier by either you or us. Our Proposal is not a part of this Agreement except as specifically indicated or referred to in this letter Agreement. We will commence work upon receipt of a copy of this letter signed by you. The estimated schedule for the services is completion of the work within 2-3 months after the conference call with the DNR.

For the services provided, you will pay us according to the attached Standard Terms. We will bill you once every four weeks. The cost of the services will not exceed \$20,000 (USD) without prior approval by you.

We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to Adam Janzen via email at ajanzen@barr.com

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

Workers' Compensation and Employers' Liability

1. Coverage A: Per State Statute
2. Coverage B: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

Commercial General Liability

1. \$2,000,000 General Aggregate
2. \$2,000,000 Products – Completed Operations Aggregate
3. \$1,000,000 Each Occurrence
4. \$1,000,000 Personal Injury

Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

1. \$10,000,000 Each Claim
\$10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim / \$5,000,000 Annual Aggregate.

Certificates of Insurance

Certificates of Insurance will be provided upon request.

Barr and Client waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely yours,

BARR ENGINEERING CO.

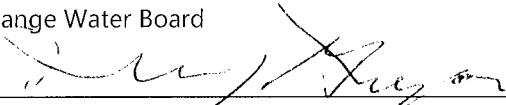


Pete Kero

Its Vice President

Accepted this 5th day of April, 2023

East Range Water Board

By 

Its Chair

By _____

Its _____

Attachments

- Standard Terms—Professional Services
- Fee Schedule



STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination

of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless and to the extent the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1** You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2** You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3** If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4** You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5** If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6** In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2** We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3** We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4** For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than \$50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided

that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5** If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6** If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7** The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2** This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3** Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4** Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5** We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6** Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms



Description	Rate* (U.S. dollars)
Vice President	\$170-315
Consultant/Advisor	\$205-300
Engineer/Scientist/Specialist IV	\$175-200
Engineer/Scientist/Specialist III	\$145-170
Engineer/Scientist/Specialist II	\$120-140
Engineer/Scientist/Specialist I	\$80-115
Technician IV	\$155-200
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$70-90
Support Personnel III	\$155-200
Support Personnel II	\$95-150
Support Personnel I	\$70-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full-day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses, including but not limited to costs of transportation, lodging, parking, postage, shipping, and incidental charges, will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Vice President category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

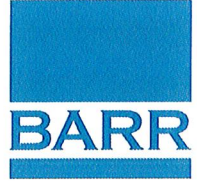
Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g., engineers, geologists, and landscape architects) and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.



April 3, 2023

Jodi Knaus
East Range Water Board
PO Box 146
16 West Second Avenue North
Aurora, MN 55705

Re: Embarrass Pit Groundwater Model Update

Dear Ms. Knaus:

Barr Engineering Company (Barr) is pleased to submit a proposal to update Barr's existing surface water/groundwater model of the Embarrass Pit (aka, Lake Mine). Barr previously developed a MODFLOW model of the Embarrass Pit and vicinity in 2015 and used it to simulate future scenarios in which the City of Biwabik, the City of Aurora, the City of Hoyt Lakes, and the Town of White all used the Embarrass Pit as their source of drinking water. In 2023, Biwabik is now using Embarrass Pit water and an upcoming project will design and construct a new Embarrass Pit intake and treatment plant to supply water to Aurora and White. The Minnesota Department of Natural Resources (DNR) requested that the 2015 model be updated to reflect present-day conditions that include Biwabik's withdrawals and simulate a future condition with additional pumping for Aurora and White. This proposal contains a scope of work designed to satisfy the DNR's request.

Scope of Work

Barr's proposed scope of work for the groundwater model update includes 4 tasks:

Task 1: Meetings

This task assumes that two meetings will take place prior to Barr beginning the work:

1. A one-hour project kickoff meeting with Barr, SEH, and East Range Water Board (ERWB) staff, and
2. A one-hour conference call with DNR staff to discuss the modeling approach and obtain concurrence on the details of the analyses.

We assume that two Barr staff will virtually attend each of these meetings. If significant deviations from the proposed modeling scope are identified based on the conference call with the DNR, Barr will discuss the project changes with SEH and the ERWB prior to beginning the work.

Task 2: Model Updates and Recalibration

The DNR's request to update the existing model to present-day conditions will require a recalibration. Model calibration is the process of adjusting model parameter values until the model outputs acceptably match actual measurements of historical lake stages and groundwater levels. The 2015 calibration consisted of two components: a steady-state calibration to 2013 conditions and a transient (i.e., time-varying) calibration to 1964-1972 conditions when the Embarrass Pit water level was recovering after mine dewatering had ceased. We propose to use the same calibration approach as before but update the steady-state component of the calibration to represent present-day conditions instead of 2013 conditions. This will require the following information:

- Current stage measurements for Embarrass Pit, Embarrass Lake, Wynne Lake, and Sabin Lake. We assume that SEH/ERWB will provide this information. Our scope does not include time for Barr staff to collect these measurements in the field.
- Current Biwabik pumping rates from the Embarrass Pit, also to be provided by SEH/ERWB. The MPARS database shows zero pumping for permit 2015-1065 through 2021.
- Current pumping rates for Giants Ridge from the Embarrass Pit. This data should be available from MPARS but may need to be requested from IRRRB.

Besides updating the calibration dataset, Barr proposes to make revisions to the model's representations of Wynne Lake, Sabin Lake, and the Embarrass River to incorporate data regarding lake outlet elevations and streamflow that were not available in 2015. The model fit to Wynne and Sabin Lakes was sub-optimal in the 2015 steady-state calibration, and these revisions are expected to improve the fit to the present-day Wynne Lake and Sabin Lake levels in the steady-state recalibration.

Task 3: Predictive Simulation

The updated and recalibrated model will be used to forecast how the future withdrawals for Aurora and White will affect the Embarrass Pit stage, regional groundwater levels, and water levels in other nearby lakes. We assume one steady-state predictive simulation that includes withdrawal for Aurora and White at a rate to be provided by SEH. The forecasted water levels are important to the overall Water Appropriations Permitting process and to inform the design of the new Embarrass Pit intake.

Task 4: Technical Memorandum

Barr will prepare a 5- to 10-page technical memorandum to document the model updates, model recalibration, and results of the predictive simulation. The memorandum will be developed in draft form and reviewed by stakeholders (SEH and ERWB) before it is finalized. Our cost estimate assumes that only minor changes will be made to the document based on the stakeholder review.

Project Management and Staff Assignments

Barr approaches each project by assigning a team of professionals that is structured based upon the specific project needs. Each professional's experience is integrated to the project to achieve effective

solutions to the project challenges. For the successful completion of any project, Barr provides an experienced and dedicated project team to provide services in a cost effective and timely manner.

The typical **Project Team** consists of a **Principal In Charge** (PIC), a **Project Manager**, and **Professional, Technical and Support Staff**, which collectively form the Project Team. The team concept has been successful at Barr because each member shares in direct responsibility and accountability for their share of the project to the Project Manager. The following is the list of consulting staff that will likely be used for this project. Specific staff assignments will be based on availability and project timing.

Team Member	Title/Role	Chargeable Rate
Pete Kero	Principal in Charge	\$205
Adam Janzen	Project Manager/Groundwater Modeler	\$170
Jim Lind	GIS Specialist	\$130
Various	Administrative Support	\$100-\$125

Estimated Schedule and Costs

Barr is prepared to begin the scope of this project immediately. The work will take approximately two to three months to complete after the conference call with the DNR.

Based on our experiences on similar projects, Barr has prepared the following cost estimate for consulting tasks required to complete the proposed scope of work. Barr proposes to provide our professional services on a time and materials basis in accordance with our current standard fee schedule. In the event that significant changes to scope and corresponding budget estimates are identified through implementation of the work, recommendations for scope and budget adjustments will be presented to SEH/ERWB for review and consideration.

Task	Cost Estimate
Task 1: Meetings	\$1,700
Task 2: Model Updates and Recalibration	\$11,000
Task 3: Predictive Simulation	\$3,000
Task 4: Technical Memorandum	\$4,300
Total	\$20,000

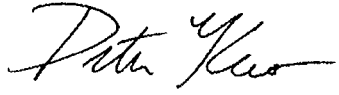
Invoicing

Barr will be contracted to ERWB and we will invoice ERWB once every four weeks. Each invoice will include a preamble describing the work performed and the number of hours worked by each individual employee.

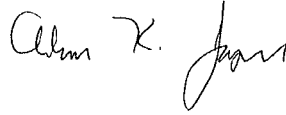
Thank you again for the opportunity to provide assistance on your project. If you have any questions, please call me at 218-262-8611 (or email at PKero@barr.com).

Sincerely,

Barr Engineering Company



Pete Kero, PE
Senior Environmental Engineer
Vice President, Principal in Charge



Adam Janzen, PE
Senior Environmental Engineer
Project Manager

Agenda item
5.6.7. VIII



Summary of Opinion of Probable Construction Cost
Raw Water Intake & Pumping Station, Raw Water Main, Water Treatment Plant and
Finished Water Main
East Range Range Water Project
City of Aurora & Town of White
SEH Project No. 163450
April 11, 2023

<u>Project Component</u>	<u>Estimated Cost</u>
Water Treatment Plant	\$ 11,941,102
Water Main Scenic Acres	\$ 1,564,410
Water Main Pineville	\$ 768,430
Raw Water Intake Facility	\$ 6,380,070
Raw Water Transmission Main	\$ 2,316,900
Construction Subtotal	\$ 22,970,912
Contingencies and Market Conditions (10%)	\$ 2,297,091
Soil Borings & Testing	\$ 163,895
Legal (0.05%)	\$ 114,855
Fiscal (0.05%)	\$ 114,855
Administrative (0.05%)	\$ 114,855
Construction Phase Engineering (5.5%)	\$ 1,389,740
Total Project Construction Cost	\$ 27,166,202



Project Name: East Range Joint Water Project, Aurora and Town of White
 SEH Project No: AUROR 159723
 Date: April 11, 2023
 Estimator: SEH
 Description: 100% WTP Cost Estimate

DIVISION 1 - GENERAL REQUIREMENTS	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
GENERAL CONDITIONS	LUMP SUM	1	\$ 1,184,412.77		\$ 1,184,412.77
<i>SUBTOTAL DIVISION 0 AND 01</i>					\$ 1,184,412.77
DIVISION 2 - EXISTING CONDITIONS	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
REMOVE CHAIN LINK FENCE	LIN FT	618	\$ 10.00		\$ 6,180.00
<i>SUBTOTAL DIVISION 2</i>					\$ 6,180.00
DIVISION 3 - CONCRETE	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
CIP CONCRETE: WTP	CU YD	1225	\$ 1,425.00		\$ 1,745,625.00
CIP CONCRETE: CLEARWELL	CU YD	392	\$ 1,425.00		\$ 558,600.00
CIP CONCRETE: BWT	CU YD	205	\$ 1,424.80		\$ 292,084.00
CIP CONCRETE: GROUT	CU YD	20	\$ 657.60		\$ 13,152.00
PRECAST STRUCTURAL CONCRETE	CU YD		\$ 1,205.60		\$ -
CONCRETE FORMING	CU YD		\$ 1,205.60		\$ -
CONCRETE REINFORCING	CU YD		\$ 1,205.60		\$ -
INSULATED PRECAST WALL PANELS	SQ FT	11247	\$ 49.32		\$ 554,702.04
CAST-IN SIGNAGE AT INSULATED PC WALL PANELS "EAST RANGE WATER TREATMENT PLANT"	LUMP SUM	1	\$ 6,576.00		\$ 6,576.00
PRECAST CEILING PLANKS	SQ FT	10407	\$ 43.39		\$ 451,559.73
<i>SUBTOTAL DIVISION 3</i>					\$ 3,622,298.77
DIVISION 4 - MASONRY	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
INTERIOR 8" CMU WALL (BURNISHED)	SQ FT	2500	\$ 26.31		\$ 65,775.00
INTERIOR 12" CMU WALL (BURNISHED)	SQ FT	2168	\$ 32.88		\$ 71,283.84
<i>SUBTOTAL DIVISION 4</i>					\$ 137,058.84
DIVISION 5 - METALS	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
STAIRS, ALUMINUM (OPEN GRATE) - INCLUDES GUARDRAIL/HANDRAIL OF STAIRS	RISER	78	\$ 767.20		\$ 59,841.60
GUARDRAILS AT BASINS/FILTERS	LIN FT	244	\$ 133.72		\$ 32,627.68
GUARDRAILS AT BWT (POTENTIALLY WILL NEED TO ADD 145 LF AROUND BWT, DEPENDING ON FINAL HEIGHT)	LIN FT	145	\$ 133.72		\$ 19,389.40
GUARDRAILS AT CLEARWELL (POTENTIALLY WILL NEED TO ADD 180 LF AROUND CW, DEPENDING ON FINAL HEIGHT)	LIN FT	180	\$ 133.72		\$ 24,069.60
ALUMINUM SOLID COVER	SQ FT	57	\$ 46.90		\$ 2,673.30
3" METAL ROOF DECK	SQ FT	730	\$ 7.04		\$ 5,139.20
STRUCTURAL STEEL	LB	18636	\$ 4.70		\$ 87,589.20
MISCELLANEOUS METALS	LUMP SUM	1	\$ 16,440.00		\$ 16,440.00
<i>SUBTOTAL DIVISION 5</i>					\$ 247,769.98
DIVISION 6 - WOOD, PLASTICS & COMPOSITES	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
ROUGH CARPENTRY / WOODWORK	LUMP SUM	1	\$ 5,480.00		\$ 5,480.00
FRP LADDERS	LF	160	\$ 109.60		\$ 17,536.00
<i>SUBTOTAL DIVISION 6</i>					\$ 23,016.00
DIVISION 7 - THERMAL & MOISTURE PROTECTION	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
FOUNDATION INSULATION (TO T.O. FOOTING) - 2" THICKNESS	SQ FT	2917	\$ 2.74		\$ 7,992.58
INSULATED STANDING SEAM METAL ROOF SYSTEM (INSUL. METAL PANEL, METAL FURRING AND ICE/WATER SHEILD)	SQ FT	5124	\$ 32.88		\$ 168,477.12
INSULATED METAL WALL PANEL (WEST WALL)	SQ FT	3544	\$ 14.28		\$ 50,608.32
INSULATED METAL WALL PANEL FOR FASCIA AND SOFFIT	SQ FT	1275	\$ 21.92		\$ 27,948.00
DAMPPROOFING	SQ FT	2849	\$ 2.20		\$ 6,267.80
FIRESTOPPING	LF	550			\$ -
JOINT SEALANTS	LUMP SUM	1	\$ 12,056.00		\$ 12,056.00
GUTTERS / DOWNSPOUTS / SNOW GUARDS	LF	120	\$ 16.44		\$ 1,972.80
<i>SUBTOTAL DIVISION 7</i>					\$ 275,322.62
DIVISION 8 - OPENINGS	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
FRP DOORS (SINGLE LEAF) INCLUDING HW	EACH	21	\$ 3,288.00		\$ 69,048.00
FRP DOORS (DOUBLE LEAF) INCLUDING HW	EACH	3	\$ 6,576.00		\$ 19,728.00
ALUMINUM DOOR / FRAME - WIDE STILE (SINGLE LEAF) INCLUDING HARDWARE	EACH	1	\$ 2,630.40		\$ 2,630.40
INTERIOR FLOOR HATCH (4'X6') - SECOND LEVEL (WTP)	EACH	1	\$ 3,288.00		\$ 3,288.00
INTERIOR FLOOR HATCH (3'X3') - HSP ROOM (WTP)	EACH	1	\$ 3,288.00		\$ 3,288.00
INSULATED ROOF HATCHES - OVER HSP ROOM ONLY (WTP)	EACH	4	\$ 5,480.00		\$ 21,920.00
EXTERIOR ACCESS HATCHES (3'X3') (BWT AND CWT)	EACH	6	\$ 5,480.00		\$ 32,880.00
POTABLE WATER TANK HATCHES	EACH	8	\$ 4,384.00		\$ 35,072.00
ALUM. STOREFRONT WINDOWS	SF	400	\$ 65.76		\$ 26,304.00
OVERHEAD SECTIONAL DOOR AT GARAGE	EACH	1	\$ 5,480.00		\$ 5,480.00



Project Name: East Range Joint Water Project, Aurora and Town of White
 SEH Project No: AUROR 159723
 Date: April 11, 2023
 Estimator: SEH
 Description: 100% WTP Cost Estimate

<i>SUBTOTAL DIVISION 8</i>					\$ 219,638.40
DIVISION 9 - FINISHES					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
ACOUSTICAL CEILING	SF	950	\$ 5.48		\$ 5,206.00
CMU WALL PAINTING	SF		\$ 3.29		\$ -
CONCRETE FLOOR SEALER	SF	7210	\$ 2.20		\$ 15,862.00
EPOXY FLOOR (DECORATIVE MOSAIC)	SF	970	\$ 5.48		\$ 5,315.60
EQUIPMENT/PROCESS PIPING PAINTING	LUMP SUM	1	\$ 32,880.00		\$ 32,880.00
GYP BD PAINTING	SF	120	\$ 1.65		\$ 198.00
NON-STRUCTURAL METAL FRAMING AND GYP (FURRING) AT BREAKROOM CASEWORK WALL	SF	120	\$ 2.20		\$ 264.00
<i>SUBTOTAL DIVISION 9</i>					\$ 59,725.60
DIVISION 10 - SPECIALTIES					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
INTERIOR ROOM SIGNAGE	EA	15	\$ 54.80		\$ 822.00
TOILET ACCESSORIES (SINGLE-USE)	LUMP SUM	2	\$ 2,740.00		\$ 5,480.00
DIMENSIONAL LETTER SIGNAGE (ADDRESS ONLY)	LUMP SUM	1	\$ 548.00		\$ 548.00
FIRE EXTINGUISHERS	EA	6	\$ 219.20		\$ 1,315.20
LOCKERS	EA	4	\$ 328.80		\$ 1,315.20
ADA BENCH	EA	1	\$ 438.40		\$ 438.40
<i>SUBTOTAL DIVISION 10</i>					\$ 9,918.80
DIVISION 11 - EQUIPMENT					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
<i>SUBTOTAL DIVISION 11</i>					\$ -
DIVISION 12 - FURNISHINGS					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
BASE CABINETS - PLAM	LF	48	\$ 438.40		\$ 21,043.20
UPPER CABINETS - PLAM	LF	37	\$ 274.00		\$ 10,138.00
SOLID SURFACE COUNTERTOP (BREAKROOM)	LF	14	\$ 131.52		\$ 1,841.28
PLAM COUNTERTOP (GARAGE)	LF	27	\$ 43.84		\$ 1,183.68
EPOXY RESIN COUNTERTOP	SF	66	\$ 87.68		\$ 5,786.88
WINDOW BLINDS	EA	8	\$ 109.60		\$ 876.80
<i>SUBTOTAL DIVISION 12</i>					\$ 40,869.84
DIVISION 13 - SPECIAL CONSTRUCTION					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
<i>SUBTOTAL DIVISION 13</i>					\$ -
DIVISION 14 - CONVEYING EQUIPMENT					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
<i>SUBTOTAL DIVISION 14</i>					\$ -
DIVISION 21 - FIRE SUPPRESSION					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
COST PER SQUARE FOOT OF FIRE SUPPRESSION SYSTEM	SQ FT	8200	\$ 12.00		\$ 98,400.00
AIR COMPRESSOR FOR DRY PIPE SYSTEM	EA	1	\$ 2,500.00		\$ 2,500.00
<i>SUBTOTAL DIVISION 21</i>					\$ 100,900.00
DIVISION 22 - PLUMBING					
	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
TANK STYLE GAS WATER HEATER	EA	1	\$ 8,897.50		\$ 8,897.50
PVC SANITARY / VENT PIPING 1"	LF	25	\$ 24.86		\$ 621.56
PVC SANITARY / VENT PIPING 1-1/2"	LF	187	\$ 34.23		\$ 6,400.08
PVC SANITARY / VENT PIPING 2"	LF	450	\$ 37.96		\$ 17,083.13
PVC SANITARY / VENT PIPING 3"	LF	282	\$ 56.14		\$ 15,830.78
PVC SANITARY / VENT PIPING 4"	LF	246	\$ 67.50		\$ 16,605.00
PVC SANITARY AND VENT FITTINGS	EA	1	\$ 14,135.13		\$ 14,135.13
PVC STORM PIPING 4"	LF	0	\$ 67.50		\$ -
PVC STORM PIPING 6"	LF	262	\$ 110.00		\$ 28,820.00
PVC STORM PIPING 8"	LF	98	\$ 170.00		\$ 16,660.00
PVC STORM FITTINGS	EA	1	\$ 11,370.00		\$ 11,370.00
PVC STORM INSULATION	LF	360	\$ 21.50		\$ 7,740.00
VENTS THROUGH ROOF 4"	EA	5	\$ 180.00		\$ 900.00
STORM CLEANOUTS	EA	7	\$ 180.00		\$ 1,260.00
STORM DRAINS	EA	8	\$ 1,668.75		\$ 13,350.00
POTABLE WATER PIPING 3/4"	LF	951	\$ 21.28		\$ 20,232.53
POTABLE WATER PIPING 1"	LF	275	\$ 22.39		\$ 6,156.56
POTABLE WATER PIPING 1-1/4"	LF	175	\$ 27.89		\$ 4,880.31
POTABLE WATER PIPING 1-1/2"	LF	37	\$ 33.63		\$ 1,244.13
POTABLE WATER PIPING 2"	LF	78	\$ 47.11		\$ 3,674.78
POTABLE WATER PIPING 3"	LF	171	\$ 88.03		\$ 15,052.28
POTABLE WATER PIPING VALVES AND FITTINGS	EA	1	\$ 12,810.14		\$ 12,810.14
DOMESTIC WATER PIPE INSULATION	LF	1687	\$ 15.00		\$ 25,305.00
GAS PIPING / SCH 40 STEEL / 2"	LF	10	\$ 50.16		\$ 501.60
GAS PIPING / SCH 40 STEEL / 1.5"	LF	150	\$ 38.55		\$ 5,782.50
GAS PIPING / SCH 40 STEEL / 1"	LF	110	\$ 28.13		\$ 3,094.30



Project Name: East Range Joint Water Project, Aurora and Town of White
 SEH Project No: AUROR 159723
 Date: April 11, 2023
 Estimator: SEH
 Description: 100% WTP Cost Estimate

GAS PIPING / SCH 40 STEEL / 3/4"	LF	119	\$ 24.10		\$ 2,867.42
GAS PIPING VALVES AND FITTINGS	EA	1	\$ 3,061.46		\$ 3,061.46
RECIRCULATION PUMP RCP-1	EA	1	\$ 3,477.31		\$ 3,477.31
PLBG FIXT ESW-1	EA	4	\$ 3,903.41		\$ 15,613.65
PLBG FIXT TMV-1	EA	1	\$ 1,518.00		\$ 1,518.00
PLBG FIXT 3" FD-1	EA	10	\$ 1,937.50		\$ 19,375.00
PLBG FIXT WH-1	EA	4	\$ 1,641.25		\$ 6,565.00
PLBG FIXT HB-1	EA	12	\$ 73.08		\$ 876.96
PLBG FIXT PRV-1	EA	1	\$ 2,778.00		\$ 2,778.00
PLBG FIXT WC-1	EA	2	\$ 4,382.40		\$ 8,764.80
PLBG FIXT RP2-1	EA	1	\$ 5,281.25		\$ 5,281.25
PLBG FIXT EWC-1	EA	1	\$ 4,650.00		\$ 4,650.00
PLBG FIXT UR-1	EA	2	\$ 2,700.00		\$ 5,400.00
PLBG FIXT LAV-1	EA	3	\$ 4,748.40		\$ 14,245.20
PLBG FIXT SH-1	EA	1	\$ 2,700.00		\$ 2,700.00
PLBG FIXT SK-1	EA	4	\$ 3,310.80		\$ 13,243.20
PLBG FIXT MSB-1	EA	2	\$ 4,003.20		\$ 8,006.40
PLBG FIXT SP-1	EA	1	\$ 595.00		\$ 595.00
TRENCH DRAIN	LF	98	\$ 258.75		\$ 25,357.50
CLEANOUTS	EA	9	\$ 180.00		\$ 1,620.00
SUBTOTAL DIVISION 22					\$ 404,403.44
DIVISION 23 - HVAC	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
GAS UNIT HEATERS 60 MBH	EA	3	\$ 3,215.00		\$ 9,645.00
4" DIA VENT	LF	30	\$ 50.00		\$ 1,500.00
VENT TERMINATIONS	EA	3	\$ 43.75		\$ 131.25
MAKE UP AIR UNIT (MAU-1)	EA	1	\$ 23,452.50		\$ 23,452.50
REFRIGERANT LINE SETS	EA	2	\$ 780.00		\$ 1,560.00
FCU-1 / CU-1	EA	1	\$ 5,416.80		\$ 5,416.80
RTU-1,2 (AAON ENERGY RECOVER UNITS)	EA	2	\$ 150,000.00		\$ 300,000.00
20 AND 24 GAUGE ALUMINUM DUCT (ALL SYSTEMS)	LB	1200	\$ 23.13		\$ 27,750.00
8" DIA WELDED SCHEDULE 40 STEEL (GENERATOR EXHAUST)	LF	15	\$ 275.00		\$ 4,125.00
ROCK WOOL INSULATION 2 INCH (GENERATOR EXHAUST)	LF	15	\$ 46.23		\$ 693.38
ALUMINUM JACKET (GENERATOR EXHAUST)	LF	15	\$ 22.20		\$ 333.00
FITTINGS (GENERATOR EXHAUST)	EA	1	\$ 1,287.84		\$ 1,287.84
GAS FURNACE AND CONDENSING UNIT (GF-1, CU-2)	EA	1	\$ 17,500.00		\$ 17,500.00
ENERGY RECOVERY VENTILATOR (ERV-1)	EA	1	\$ 1,273.50		\$ 1,273.50
DUCT FITTINGS (25%)	EA	1	\$ 6,937.50		\$ 6,937.50
DIFFUSERS	EA	6	\$ 63.48		\$ 380.88
GRILLES	EA	32	\$ 63.48		\$ 2,031.36
EUH (CHEM ROOMS)	EA	4	\$ 4,290.00		\$ 17,160.00
EUH (ELEC/MECH ROOMS)	EA	3	\$ 3,000.00		\$ 9,000.00
ELECTRIC BASEBOARD HEATER (EBB-1)	EA	1	\$ 250.00		\$ 250.00
LOUVERS	SF	180	\$ 121.50		\$ 21,870.00
MD-1	EA	4	\$ 2,358.00		\$ 9,432.00
ROOFTOP SUPPLY FAN (PRV-1)	EA	1	\$ 15,000.00		\$ 15,000.00
INLINE EXHAUST FAN (EF-1,2,3,5)	EA	4	\$ 3,080.00		\$ 12,320.00
WALL MOUNTED AXIAL EXHAUST FAN (EF-4)	EA	1	\$ 3,750.00		\$ 3,750.00
CHEMICAL ROOM FRP DUCTWORK	LF	60	\$ 60.00		\$ 3,600.00
BATHROOM CEILING EXHAUST (EF-6,7,8)	EA	3	\$ 502.50		\$ 1,507.50
DF-1,2	EA	2	\$ 2,413.75		\$ 4,827.50
HVAC CONTROL POINTS	EA	124	\$ 600.00		\$ 74,400.00
HVAC BALANCING (5% OF HVAC SUM)	LS	1	\$ 28,856.75		\$ 28,856.75
SUBTOTAL DIVISION 23					\$ 605,991.76
DIVISION 25 - INTEGRATED AUTOMATION	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
SUBTOTAL DIVISION 25					\$ -
DIVISION 26 - ELECTRICAL	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
INTERIOR LIGHT FIXTURES - GENERAL	EA	92	\$ 750.00		\$ 69,000.00
INTERIOR LIGHT FIXTURES- HEAVY DUTY	EA	25	\$ 2,000.00		\$ 50,000.00
EXTERIOR LIGHT FIXTURE - WALL MOUNT	EA	12	\$ 1,000.00		\$ 12,000.00
RECEPTACLES - GENERAL PUPOSE	EA	230	\$ 200.00		\$ 46,000.00
MECHANICAL EQUIPMENT CIRCUITS	EA	30	\$ 1,500.00		\$ 45,000.00
PROCESS EQUIPMENT CIRCUITS	EA	40	\$ 1,500.00		\$ 60,000.00
SERVICE CONDUCTORS	LF	125	\$ 200.00		\$ 25,000.00
MCC	EA	6	\$ 20,000.00		\$ 120,000.00



Project Name: East Range Joint Water Project, Aurora and Town of White
 SEH Project No: AUROR 159723
 Date: April 11, 2023
 Estimator: SEH
 Description: 100% WTP Cost Estimate

VFD	EA	3	\$ 15,000.00		\$ 45,000.00
DISCONNECTS	EA	20	\$ 600.00		\$ 12,000.00
MOTOR CIRCUITS	EA	12	\$ 2,000.00		\$ 24,000.00
GENERATOR	EA	1	\$ 350,000.00		\$ 350,000.00
PANELBOARD	EA	4	\$ 7,500.00		\$ 30,000.00
TRANSFORMERS	EA	1	\$ 10,000.00		\$ 10,000.00
INSTRUMENTS	EA	15	\$ 3,000.00		\$ 45,000.00
SUPERVISORY CONTROL PANEL	EA	1	\$ 200,000.00		\$ 200,000.00
FILTER CONTROL PANEL	EA	1	\$ 150,000.00		\$ 150,000.00
COMMISSIONING	DY	14	\$ 1,000.00		\$ 14,000.00
PUBLIC WORKS GARAGE SERVICE	LS	1	\$ 20,000.00		\$ 20,000.00
EXTERIOR CIRCUITS	LF	400	\$ 18.00		\$ 7,200.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
SUBTOTAL DIVISION 26					\$ 1,334,200.00
DIVISION 27 - COMMUNICATIONS	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
DATA RACK	EA	1	\$ 3,500.00		\$ 3,500.00
DATA CIRCUITS	EA	12	\$ 250.00		\$ 3,000.00
FIBER SERVICE	LF	200	\$ 15.00		\$ 3,000.00
HANHOLE	EA	1	\$ 1,200.00		\$ 1,200.00
					\$ -
			\$ -		\$ -
SUBTOTAL DIVISION 27					\$ 10,700.00
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
FIRE ALARM AND DETECTION SYSTEM	LS	1	\$ 50,000.00		\$ 50,000.00
CAMERA SYSTEM	EA	4	\$ 5,000.00		\$ 20,000.00
DOOR ACCESS SYSTEM	EA	8	\$ 4,000.00		\$ 32,000.00
					\$ -
					\$ -
					\$ -
SUBTOTAL DIVISION 28					\$ 102,000.00
DIVISION 31 - EARTHWORK	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
CLEARING AND GRUBBING	ACRES	1.09	\$ 20,000.00		\$ 21,800.00
COMMON EXCAVATION (PARKING LOT)	CU YD	1870	\$ 15.00		\$ 28,050.00
SUBGRADE EXCAVATION (PARKING LOT)	CU YD	187	\$ 18.00		\$ 3,366.00
EXCAVATION: WTP	CU YD	4438	\$ 10.70		\$ 47,486.60
EXCAVATION: CLEARWELL	CU YD	4345	\$ 10.70		\$ 46,491.50
EXCAVATION: BWT	CU YD	3215	\$ 10.70		\$ 34,400.50
BACKFILLING AND COMPACTING: WTP	CU YD	3847	\$ 32.10		\$ 123,488.70
BACKFILLING AND COMPACTING: CLEARWELL	CU YD	3216	\$ 32.10		\$ 103,233.60
BACKFILLING AND COMPACTING: BWT	CU YD	2449	\$ 32.10		\$ 78,612.90
DEWATERING	LUMP SUM	1	\$ 6,000.00		\$ 6,000.00
GEOTEXTILE FABRIC	SQ YD	5281	\$ 4.00		\$ 21,124.00
STORMWATER MANAGEMENT					\$ -
TEMPORARY SHORING					\$ -
SUBTOTAL DIVISION 31					\$ 102,000.00
DIVISION 32 - EXTERIOR IMPROVEMENTS	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
COMMON BORROW (PARKING LOT)	CU YD	900	\$ 30.00		\$ 27,000.00
TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	148	\$ 120.00		\$ 17,760.00
TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	148	\$ 120.00		\$ 17,760.00
BITUMINOUS MATERIAL FOR TACK COAT	GALLON	61	\$ 5.00		\$ 305.00
AGGREGATE BASE (CV) CLASS 5	CU YD	895	\$ 65.00		\$ 58,175.00
GRANULAR BORROW (CV)	CU YD	1360	\$ 25.00		\$ 34,000.00
CURB AND GUTTER (B618)	LIN FT	146	\$ 40.00		\$ 5,840.00
6" CONCRETE SIDEWALK	SQ FT	1998	\$ 12.00		\$ 23,976.00
6' GALVANIZED CHAIN LINK FENCE	LIN FT	1498	\$ 75.00		\$ 112,350.00
VEHICLE GATE	EACH	1	\$ 20,000.00		\$ 20,000.00
PEDESTRIAN GATE	EACH	1	\$ 2,750.00		\$ 2,750.00
SILT FENCE	LIN FT	2337	\$ 4.00		\$ 9,348.00
DIRECTIONAL DRILLING OBSTRUCTION	EACH	1	\$ 3,500.00		\$ 3,500.00
BORING PIT RESTORATION (TURF AREA)	EACH	1	\$ 200.00		\$ 200.00



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OPEN CUT PIPE INSTALLATION RESTORATION (TURF AREA)	LIN FT	774	\$	15.00		\$	11,610.00
SEED MIXTURE 25-131	LBS	54	\$	3.00		\$	162.00
EROSION CONTROL	LUMP SUM	1	\$	18,000.00		\$	18,000.00
SUBTOTAL DIVISION 32						\$	362,736.00
DIVISION 33 - UTILITIES	UNIT	EST. QUANTITY		UNIT PRICE	INSTALLATION		AMOUNT
8" SANITARY MAIN	LIN FT	244.0	\$	120.00		\$	29,280.00
SANITARY SEWER MANHOLE	EACH	2.0	\$	5,500.00		\$	11,000.00
3" SANITARY SERVICE	LIN FT	24.0	\$	50.00		\$	1,200.00
6" SANITARY SERVICE	LIN FT	204.0	\$	70.00		\$	14,280.00
10" FINISHED WATER MAIN	LIN FT	791.0	\$	120.00		\$	94,920.00
16" FINISHED WATER MAIN	LIN FT	198.0	\$	150.00		\$	29,700.00
16" HDPE WATER MAIN	LIN FT	284.0	\$	150.00		\$	42,600.00
CONNECT TO EXISTING WATER MAIN	EACH	2.0	\$	3,500.00		\$	7,000.00
RAW WATER MAIN HYDRANT ASSEMBLY	EACH	2.0	\$	12,500.00		\$	25,000.00
16" GATE VALVE AND BOX	EACH	2.0	\$	7,500.00		\$	15,000.00
PROCESS PIPING	LIN FT	498.0	\$	150.00		\$	74,700.00
SUBTOTAL DIVISION 33						\$	344,680.00
DIVISION 34 - TRANSPORTATION	UNIT	EST. QUANTITY		UNIT PRICE	INSTALLATION		AMOUNT
TRAFFIC CONTROL	LUMP SUM	1	\$	1,000.00		\$	1,000.00
SUBTOTAL DIVISION 34						\$	1,000.00
DIVISION 35 - WATERWAY & MARINE CONSTRUCTION	UNIT	EST. QUANTITY		UNIT PRICE	INSTALLATION		AMOUNT
SUBTOTAL DIVISION 35						\$	-
DIVISION 40 - PROCESS INTEGRATION (VALVES, PIPING)	UNIT	EST. QUANTITY		UNIT PRICE	INSTALLATION		AMOUNT
3" DIP FLANGE	EA	32	\$	163.00	2.50	\$	13,040.00
4" DIP FLANGE	EA	41	\$	191.00	2.50	\$	19,577.50
6" DIP FLANGE	EA	35	\$	243.00	2.50	\$	21,262.50
8" DIP FLANGE	EA	46	\$	368.00	2.50	\$	42,320.00
10" DIP FLANGE	EA	21	\$	470.00	2.50	\$	24,675.00
12" DIP FLANGE	EA	50	\$	641.00	2.50	\$	80,125.00
16" DIP FLANGE	EA	16	\$	1,110.00	2.50	\$	44,400.00
3" DIP BLIND FLANGE	EA	1	\$	92.00	2.50	\$	230.00
4" DIP BLIND FLANGE	EA	1	\$	95.00	2.50	\$	237.50
6" DIP BLIND FLANGE	EA	1	\$	159.00	2.50	\$	397.50
8" DIP BLIND FLANGE	EA	3	\$	237.00	2.50	\$	1,777.50
10" DIP BLIND FLANGE	EA	1	\$	354.00	2.50	\$	885.00
12" DIP BLIND FLANGE	EA	2	\$	437.00	2.50	\$	2,185.00
4" DIP MJ FLANGE	EA	17	\$	60.00	2.00	\$	2,040.00
10" DIP MJ FLANGE	EA	8	\$	180.00	2.00	\$	2,880.00
12" DIP MJ FLANGE	EA	25	\$	270.00	2.00	\$	13,500.00
3" DIP FLANGED ELBOW	EA	9	\$	267.00	2.50	\$	6,007.50
4" DIP FLANGED ELBOW	EA	8	\$	267.00	2.50	\$	5,340.00
6" DIP FLANGED ELBOW	EA	4	\$	394.00	2.50	\$	3,940.00
8" DIP FLANGED ELBOW	EA	12	\$	750.00	2.50	\$	22,500.00
10" DIP FLANGED ELBOW	EA	12	\$	1,348.00	2.50	\$	40,440.00
12" DIP FLANGED ELBOW	EA	12	\$	1,930.00	2.50	\$	57,900.00
16" DIP FLANGED ELBOW	EA	3	\$	5,943.00	2.50	\$	44,572.50
12" X 6" DIP FLANGED ELBOW	EA	1	\$	1,552.00	2.50	\$	3,880.00
4" DIP MJ ELBOW	EA	3	\$	129.00	2.00	\$	774.00
10" DIP MJ ELBOW	EA	1	\$	520.00	2.00	\$	1,040.00
12" DIP MJ ELBOW	EA	5	\$	751.00	2.00	\$	7,510.00
3" DIP FLANGED TEE	EA	2	\$	384.00	2.50	\$	1,920.00
4" DIP FLANGED TEE	EA	4	\$	384.00	2.50	\$	3,840.00
6" DIP FLANGED TEE	EA	2	\$	576.00	2.50	\$	2,880.00
8" DIP FLANGED TEE	EA	3	\$	1,379.00	2.50	\$	10,342.50
10" DIP FLANGED TEE	EA	2	\$	2,168.00	2.50	\$	10,840.00
12" DIP FLANGED TEE	EA	2	\$	6,174.00	2.50	\$	30,870.00
16" DIP FLANGED TEE	EA	2	\$	7,697.00	2.50	\$	38,485.00
8" X 6" DIP FLANGED TEE	EA	6	\$	1,386.00	2.50	\$	20,790.00
12" X 4" DIP FLANGED TEE	EA	2	\$	2,465.00	2.50	\$	12,325.00
12" X 6" DIP FLANGED TEE	EA	3	\$	2,431.00	2.50	\$	18,232.50
16" X 4" DIP FLANGED TEE	EA	1	\$	5,702.00	2.50	\$	14,255.00
16" X 6" DIP FLANGED TEE	EA	4	\$	6,536.00	2.50	\$	65,360.00
16" X 8" DIP FLANGED TEE	EA	1	\$	7,071.00	2.50	\$	17,677.50
16" X 12" DIP FLANGED TEE	EA	1	\$	7,228.00	2.50	\$	18,070.00



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4" DIP MJ TEE	EA	1	\$ 173.00	2.00	\$ 346.00
12" DIP MJ TEE	EA	2	\$ 966.00	2.00	\$ 3,864.00
10" X 4" DIP MJ TEE	EA	1	\$ 476.00	2.00	\$ 952.00
4" X 3" DIP FLANGED REDUCER	EA	4	\$ 299.00	2.50	\$ 2,990.00
8" X 6" DIP FLANGED REDUCER	EA	1	\$ 467.00	2.50	\$ 1,167.50
16" X 8" DIP FLANGED REDUCER	EA	1	\$ 1,899.00	2.50	\$ 4,747.50
18" PE X 12" MJ REDUCER	EA	1	\$ 1,299.00	2.00	\$ 2,598.00
4" DIP MJ WYE	EA	1	\$ 269.00	2.00	\$ 538.00
4" DIP MJ 45 DEGREE	EA	1	\$ 108.00	2.00	\$ 216.00
6" FLEXIBLE EXPANSION JOINT	EA	2	\$ 2,205.00	2.00	\$ 8,820.00
8" FLEXIBLE EXPANSION JOINT	EA	1	\$ 2,333.00	2.00	\$ 4,666.00
18" JOINT RESTRAINT	EA	1	\$ 350.00	2.50	\$ 875.00
10" COUPLING ADAPTER	EA	1	\$ 427.00	2.00	\$ 854.00
16" ORIFICE PLATE	EA	1	\$ 7,350.00	2.50	\$ 18,375.00
24" FILTER INSPECTION MANWAY	EA	2	\$ 5,250.00	2.00	\$ 21,000.00
PIPE SCREENS	LUMP SUM	1	\$ 2,100.00	2.00	\$ 4,200.00
3" MANUAL BFV	EA	1	\$ 1,470.00	2.00	\$ 2,940.00
4" MANUAL BFV	EA	1	\$ 1,680.00	2.50	\$ 4,200.00
6" MANUAL BFV	EA	3	\$ 1,890.00	2.50	\$ 14,175.00
8" MANUAL BFV	EA	2	\$ 2,310.00	2.50	\$ 11,550.00
12" MANUAL BFV	EA	2	\$ 3,675.00	2.50	\$ 18,375.00
16" MANUAL BFV	EA	3	\$ 6,300.00	2.50	\$ 47,250.00
6" ELECTRIC BFV	EA	4	\$ 9,450.00	2.50	\$ 94,500.00
10" ELECTRIC BFV	EA	2	\$ 10,290.00	2.50	\$ 51,450.00
6" PNEUMATIC BFV	EA	2	\$ 6,300.00	2.50	\$ 31,500.00
8" PNEUMATIC BFV	EA	2	\$ 6,825.00	2.50	\$ 34,125.00
3" CHECK VALVE	EA	1	\$ 3,780.00	2.50	\$ 9,450.00
6" CHECK VALVE	EA	2	\$ 6,090.00	2.50	\$ 30,450.00
8" CHECK VALVE	EA	1	\$ 6,825.00	2.50	\$ 17,062.50
12" CHECK VALVE	EA	1	\$ 14,700.00	2.50	\$ 36,750.00
4" ELECTRIC PLUG VALVE	EA	2	\$ 8,715.00	2.50	\$ 43,575.00
4" MANUAL PLUG VALVE	EA	2	\$ 1,470.00	2.50	\$ 7,350.00
4" MUD VALVE	EA	2	\$ 1,785.00	2.50	\$ 8,925.00
1" AIR RELEASE VALVE	EA	2	\$ 998.00	2.50	\$ 4,990.00
1" AIR/VACC VALVE	EA	3	\$ 1,260.00	2.50	\$ 9,450.00
6" PRESSURE RELIEF VALVE	EA	1	\$ 7,980.00	2.50	\$ 19,950.00
3" DIP PIPE	LF	75	\$ 278.00	2.50	\$ 51,951.25
4" DIP PIPE	LF	53	\$ 148.00	2.50	\$ 19,517.50
6" DIP PIPE	LF	29	\$ 181.00	2.50	\$ 12,896.25
8" DIP PIPE	LF	101	\$ 247.00	2.50	\$ 62,213.13
10" DIP PIPE	LF	22	\$ 315.00	2.50	\$ 17,128.13
12" DIP PIPE	LF	76	\$ 393.00	2.50	\$ 74,424.38
16" DIP PIPE	LF	29	\$ 479.00	2.50	\$ 34,428.13
18" DIP PIPE	LF	3	\$ 549.00	2.50	\$ 4,117.50
4" DIP PIPE (BARRIED)	LF	66	\$ 37.00	2.00	\$ 4,847.00
10" DIP PIPE (BARRIED)	LF	167	\$ 53.00	2.00	\$ 17,702.00
12" DIP PIPE (BARRIED)	LF	331	\$ 67.00	2.00	\$ 44,287.00
4" PIPE SLEEVE	EA	1	\$ 231.00	2.00	\$ 462.00
10" PIPE SLEEVE	EA	4	\$ 554.00	2.00	\$ 4,432.00
12" PIPE SLEEVE	EA	4	\$ 610.00	2.00	\$ 4,880.00
16" PIPE SLEEVE	EA	1	\$ 386.00	2.00	\$ 772.00
PIPE SUPPORTS & HANGERS	LUMP SUM	1	\$ 10,500.00	1.00	\$ 10,500.00
SUBTOTAL DIVISION 40					\$ 1,668,108.75
DIVISION 41 - MATERIALS PROCESSING & HANDLING EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
SUBTOTAL DIVISION 41					\$ -
DIVISION 43 - PROCESS GAS & LIQUID HANDLING, PURIFICATION & STORAGE EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
VT BACKWASH PUMP	EACH	1	\$ 51,000.00	1.50	\$ 76,500.00
VT HIGH SERVICE PUMP	EACH	2	\$ 44,000.00	1.50	\$ 132,000.00
SUBMERSIBLE SLUDGE PUMP	EACH	1	\$ 10,000.00	1.50	\$ 15,000.00
SAMPLE PUMPS AND PIPING	EACH	5	\$ 5,000.00	1.20	\$ 30,000.00
2" MAG METER (PINEVILLE), INSTALLED	EACH	1	\$ 4,500.00	1.00	\$ 4,500.00
4" MAG METER (SLUDGE), INSTALLED	EACH	1	\$ 4,725.00	1.00	\$ 4,725.00
6" MAG METER (FILTER EFFLUENT), INSTALLED	EACH	2	\$ 7,000.00	1.00	\$ 14,000.00



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8" MAG METER (BACKWASH), INSTALLED	EACH	1	\$ 9,000.00	1.00	\$ 9,000.00
12" MAG METER (RAW), INSTALLED	EACH	1	\$ 9,450.00	1.00	\$ 9,450.00
16" MAG METER (FINISHED), INSTALLED	EACH	1	\$ 9,720.00	1.00	\$ 9,720.00
SUBTOTAL DIVISION 43					\$ 304,895.00
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
FLOCCULATOR & SEDIMENTATION EQUIPMENT	LUMP SUM	1	\$ 325,000.00	1.00	\$ 325,000.00
PLATE SETTLERS & SLUDGE COLLECTOR INSTALLATION	EACH	2	\$ 30,000.00	1.00	\$ 60,000.00
RAPID MIXER	EACH	1	\$ 20,000.00	1.00	\$ 20,000.00
BYPASS STATIC MIXER	EACH	1	\$ 5,000.00	2.00	\$ 10,000.00
FLOCCULATOR BASIN BAFFLE WALLS INSTALL	SF	612	\$ 25.00	1.00	\$ 15,300.00
AIR COMPRESSOR PACKAGE	LUMP SUM	1	\$ 21,600.00	1.00	\$ 21,600.00
AIR SCOUR BLOWER	LUMP SUM	1	\$ 29,723.00	1.00	\$ 29,723.00
FILTER BACKWASH TROUGHS	LF	32	\$ 750.00	1.00	\$ 24,000.00
FILTER MEDIA - 12" ANTHRACITE	CF	173	\$ 30.00	1.00	\$ 5,184.00
FILTER MEDIA - 18" SAND	CF	253	\$ 30.00	1.00	\$ 7,584.00
FILTER MEDIA INSTALL	CF	426	\$ 15.00	1.00	\$ 6,384.00
FILTER UNDERDRAIN & AIR SCOUR PIPING	SF	160	\$ 225.00	1.00	\$ 36,000.00
CHEMICAL FEED PIPING	LUMP SUM	1	\$ 10,000.00	1.00	\$ 10,000.00
COAGULANT SYSTEM	LUMP SUM	1	\$ 17,000.00	1.00	\$ 17,000.00
PAC FEED SYSTEM	LUMP SUM	1	\$ 95,000.00	1.00	\$ 95,000.00
GAS CHLORINE FEED SYSTEM	LUMP SUM	1	\$ 35,000.00	1.00	\$ 35,000.00
FLUORIDE FEED SYSTEM	LUMP SUM	1	\$ 17,000.00	1.00	\$ 17,000.00
POLYMER FEED SYSTEM	LUMP SUM	1	\$ 20,000.00	1.00	\$ 20,000.00
LIQUID ANALYTICAL EQUIPMENT	LUMP SUM	1	\$ 6,000.00	1.00	\$ 6,000.00
PH ANALYZERS (2 SENSORS, 1 CONTROLLER, 1 HAND HELD)	LUMP SUM	1	\$ 7,000.00	1.00	\$ 7,000.00
CHLORINE ANALYZERS	EA	2	\$ 4,500.00	1.00	\$ 9,000.00
TURBIDITY ANALYZERS	EA	6	\$ 1,200.00	1.00	\$ 7,200.00
SUBTOTAL DIVISION 44					\$ 783,975.00
DIVISION 45 - INDUSTRY-SPECIFIC MANUFACTURING EQUIP	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
SUBTOTAL DIVISION 45					\$ -
DIVISION 46 - WATER & WASTEWATER EQUIP	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
SUBTOTAL DIVISION 46					\$ -
DIVISION 48 - ELECTRICAL POWER GENERATION	UNIT	EST. QUANTITY	UNIT PRICE	INSTALLATION	AMOUNT
SUBTOTAL DIVISION 48					\$ -
SUB TOTAL					\$ 11,941,101.57



East Range Joint Water Project,
Aurora and Town of White

Project Name: _____
 SEH Project No: AUROR 159723
 Date: April 10, 2023
 Estimator: Ellen Lemke
 Checked By: Dan Hinzmann
 Description: 100% Scenic Acres Water Transmission Mains
Cost Estimate

SCENIC ACRES AREA PRELIMINARY OPINION OF COST

SITE	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CLEAR AND GRUB	ACRES	0.15	\$ 20,000.00	\$ 3,000.00
REPLACE PIPE CULVERT & APRON	LIN FT	57	\$ 120.00	\$ 6,840.00
REPLACE GUARD RAIL	LIN FT	115	\$ 60.00	\$ 6,900.00
DIRECTIONAL DRILLING OBSTRUCTION	EACH	7	\$ 7,500.00	\$ 52,500.00
BORING PIT (NON-ROAD AREA)	EACH	6	\$ 3,500.00	\$ 21,000.00
BORING PIT (ROAD AREA)	EACH	3	\$ 9,500.00	\$ 28,500.00
EXPLORATORY DIG (NON-ROAD AREA)	LIN FT	100	\$ 100.00	\$ 10,000.00
EXPLORATORY DIG (ROAD AREA)	LIN FT	200	\$ 150.00	\$ 30,000.00
POTABLE WATER DISTRIBUTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
12" HDPE WATER MAIN	LIN FT	6653	\$ 100.00	\$ 665,300.00
20" STEEL JACK AND BORE CASING PIPE	LIN FT	193	\$ 500.00	\$ 96,500.00
12" HDPE HDD PIPE INSTALLATION	LIN FT	6653	\$ 40.00	\$ 266,120.00
16" HDPE HDD PIPE INSTALLATION	LIN FT	2	\$ 50.00	\$ 100.00
4" INSULATION	SQ YD	25	\$ 50.00	\$ 1,250.00
CONNECT TO EXISTING WATER MAIN	EACH	1	\$ 3,500.00	\$ 3,500.00
CONNECT TO EXISTING WATER SERVICE	EACH	1	\$ 1,500.00	\$ 1,500.00
1" TAPPING TEE WITH ELECTROFUSION SADDLE	EACH	1	\$ 1,000.00	\$ 1,000.00
1" CURB STOP AND BOX	EACH	1	\$ 1,350.00	\$ 1,350.00
1" HDPE WATER SERVICE PIPE	LIN FT	65	\$ 75.00	\$ 4,875.00
TRACER WIRE BOX	EACH	1	\$ 175.00	\$ 175.00
FINISHED WATER MAIN HYDRANT ASSEMBLY	EACH	7	\$ 9,500.00	\$ 66,500.00
12" GATE VALVE AND BOX	EACH	7	\$ 6,500.00	\$ 45,500.00
SUB TOTAL				\$ 1,312,410.00
TRAFFIC CONTROL			1%	\$ 14,000.00
MOBILIZATION			10%	\$ 132,000.00
EROSION CONTROL			3%	\$ 40,000.00
MISCELLANEOUS CONSTRUCTION			5%	\$ 66,000.00
TOTAL CONSTRUCTION				\$ 1,564,410.00

\\sehinc.com\panzura\pzprojects\AE\A\AUROR\159723\2-proj-mgmt\25-cost-est\100% Cost Estimate\BID READY COST ESTIMATE (APR 2023)\[AUROR 159723_Bid Ready Transmission Mains.xlsx]Overall Summa

ASSUMPTIONS:

- 12" HDPE WATER MAIN TO BE DIRECTIONALLY DRILLED, ASSUMES OBSTRUCTION ONCE EVERY 1000'
- HYDRANT ASSEMBLY INCLUDES TEE, LEAD, VALVE, AND HYDRANT
- TURF RESTORATION IS ASSUMED TO INCLUDE 4" OF SALVAGED TOPSOIL AND SEEDING
- ROADWAY RESTORATION IS ASSUMED TO PER PLAN TYPICAL SECTIONS



East Range Joint Water Project,
Aurora and Town of White

Project Name: _____
 SEH Project No: AUROR 159723
 Date: April 10, 2023
 Estimator: Ellen Lemke
 Checked By: Dan Hinzmann
 Description: 100% Pineville Water Transmission Mains
Cost Estimate

PINEVILLE AREA ALTERNATE PRELIMINARY OPINION OF COST

SITE	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CLEAR AND GRUB	ACRES	0.20	\$ 20,000.00	\$ 4,000.00
DIRECTIONAL DRILLING OBSTRUCTION	EACH	3	\$ 7,500.00	\$ 22,500.00
BORING PIT (ROAD AREA)	EACH	3	\$ 9,500.00	\$ 28,500.00
OPEN CUT PIPE INSTALLATION (NON-ROAD AREA)	LIN FT	381	\$ 100.00	\$ 38,100.00
OPEN CUT PIPE INSTALLATION (ROAD AREA)	LIN FT	51	\$ 150.00	\$ 7,650.00
POTABLE WATER DISTRIBUTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
12" HDPE WATER MAIN	LIN FT	2989	\$ 100.00	\$ 298,900.00
12" HDPE HDD PIPE INSTALLATION	LIN FT	2557	\$ 40.00	\$ 102,280.00
4" INSULATION	SQ YD	50	\$ 50.00	\$ 2,500.00
CONNECT TO EXISTING WATER MAIN	EACH	3	\$ 3,500.00	\$ 10,500.00
FINISHED WATER MAIN HYDRANT ASSEMBLY	EACH	2	\$ 9,500.00	\$ 19,000.00
12" GATE VALVE AND BOX	EACH	3	\$ 6,500.00	\$ 19,500.00
PRESSURE REDUCING VALVE ASSEMBLY	EACH	1	\$ 90,000.00	\$ 90,000.00
SUB TOTAL				\$ 643,430.00
TRAFFIC CONTROL			1%	\$ 7,000.00
MOBILIZATION			10%	\$ 65,000.00
EROSION CONTROL			3%	\$ 20,000.00
MISCELLANEOUS CONSTRUCTION			5%	\$ 33,000.00
TOTAL CONSTRUCTION				\$ 768,430.00

ASSUMPTIONS:

1. 12" HDPE WATER MAIN TO BE DIRECTIONALLY DRILLED, ASSUMES OBSTRUCTION ONCE EVERY 1000'
2. HYDRANT ASSEMBLY INCLUDES TEE, LEAD, VALVE, AND HYDRANT
3. TURF RESTORATION IS ASSUMED TO INCLUDE 4" OF SALVAGED TOPSOIL AND SEEDING
4. ROADWAY RESTORATION IS ASSUMED TO PER PLAN TYPICAL SECTIONS



Project Name: East Range Joint Water Project, Aurora and Town of White
 SEH Project No: AUROR 159723
 Date: April 14, 2023
 Estimator: SEH
 Description: 100% Intake Cost Estimate

DIVISION 1 - GENERAL REQUIREMENTS	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
GENERAL CONDITIONS	LS	1	\$ 632,259.20	\$ 632,259.20
SUBTOTAL DIVISION 0 AND 01				\$ 632,259.20
DIVISION 2 - EXISTING CONDITIONS	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 2				\$ -
DIVISION 3 - CONCRETE	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CIP CONCRETE- INTAKE STRUCT	CY	80	\$ 1,315.20	\$ 105,216.00
EXTERIOR WALLS - 12" INSULATED PC WALL PANELS	SQ FT	968	\$ 49.32	\$ 47,741.76
SUBTOTAL DIVISION 3				\$ 152,957.76
DIVISION 4 - MASONRY	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
INTERIOR 8" CMU WALLS	SQ FT	204	\$ 19.73	\$ 4,024.92
SUBTOTAL DIVISION 4				\$ 4,024.92
DIVISION 5 - METALS	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 5				
DIVISION 6 - WOOD, PLASTICS & COMPOSITES	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
WOOD - ROOF TRUSSES	SQ FT	729	\$ 14.08	\$ 10,264.32
ROUGH CARPENTRY / WOODWORK	SQ FT (BLDG)	514	\$ 0.33	\$ 169.62
INTERLOCKING PVC PANEL (CEILING)	SQ FT	415	\$ 8.22	\$ 3,411.30
SUBTOTAL DIVISION 6				\$ 13,845.24
DIVISION 7 - THERMAL & MOISTURE PROTECTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
FOUNDATION INSULATION (4' DEPTH) - 2" THICKNESS	SQ FT	363	\$ 2.74	\$ 994.62
PREFINISHED STANDING SEAM METAL ROOF SYSTEM (PANEL, ICE & WATER, ROOF BOARD)	SQ FT	731	\$ 27.40	\$ 20,029.40
PREFINISHED METAL WALL PANEL (GABLED ENDS AND CURB FOR SKYLIGHT)	SQ FT	290	\$ 10.96	\$ 3,178.40
PREFINISHED VENTED METAL SOFFIT PANEL, FASCIA AND TRIM	LF	108	\$ 13.16	\$ 1,421.28
DAMP PROOFING	SQ FT	1410	\$ 4.11	\$ 5,795.10
JOINT SEALANTS	LF	350	\$ 3.29	\$ 1,151.50
GUTTERS / DOWNSPOUTS / SNOW GUARDS	LF	54	\$ 16.44	\$ 887.76
SUBTOTAL DIVISION 7				\$ 33,458.06
DIVISION 8 - OPENINGS	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
REMOVABLE TRANSLUCENT SKYLIGHT OVER HSP'S	SF	80	\$ 60.28	\$ 4,822.40
FRP DOORS (SINGLE LEAF) INCLUDING HW	EACH	1	\$ 3,288.00	\$ 3,288.00
FRP DOORS (DOUBLE LEAF) INCLUDING HW	EACH	1	\$ 4,932.00	\$ 4,932.00
ACCESS HATCH OVER CIP CONCRETE CAISSON	EACH	1	\$ 4,384.00	\$ 4,384.00
SUBTOTAL DIVISION 8				\$ 17,426.40
DIVISION 9 - FINISHES	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CMU AND INTERIOR PC WALL PAINTING	SF	1230	\$ 3.29	\$ 4,046.70
CONCRETE FLOOR SEALER	SF	430	\$ 2.20	\$ 946.00
EQUIPMENT/PROCESS PIPING PAINTING	LUMP SUM	1	\$ 5,480.00	\$ 5,480.00
SUBTOTAL DIVISION 9				\$ 10,472.70
DIVISION 10 - SPECIALTIES	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
INTERIOR ROOM SIGNAGE	EA	1	\$ 54.80	\$ 54.80
DIMENSIONAL LETTER SIGNAGE (ADDRESS ONLY)	LUMB SUM	1	\$ 548.00	\$ 548.00
FIRE EXTINGUISHERS	EA	1	\$ 219.20	\$ 219.20
SUBTOTAL DIVISION 10				\$ 822.00
DIVISION 11 - EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 11				
DIVISION 12 - FURNISHINGS	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 12				
DIVISION 13 - SPECIAL CONSTRUCTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
12 FOOT STEEL INTAKE CAISSON	UNIT	1	\$ 1,627,500.00	\$ 1,627,500.00
18 INCH HDPE INTAKE/SCREEN STRUCTURE WITH MARINE SUPPO	UNIT	1	\$ 2,823,822.75	\$ 2,823,822.75
OTHER	UNIT	0	\$ -	\$ -
SUBTOTAL DIVISION 13				\$ 4,451,322.75
DIVISION 14 - CONVEYING EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 14				
DIVISION 21 - FIRE SUPPRESSION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
OTHER	UNIT	0	\$ -	\$ -
OTHER	UNIT	0	\$ -	\$ -
SUBTOTAL DIVISION 21				\$ -



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DIVISION 22 - PLUMBING	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
PVC SANITARY / VENT PIPING 2"	LF	41	\$ 37.96	\$ 1,556.46
PVC SANITARY / VENT PIPING 3"	LF	47	\$ 56.14	\$ 2,638.46
PVC SANITARY AND VENT FITTINGS	EA	1	\$ 1,048.73	\$ 1,048.73
VENTS THROUGH ROOF 4"	EA	3	\$ 180.00	\$ 540.00
POTABLE WATER PIPING 3/4"	LF	108	\$ 21.28	\$ 2,297.70
POTABLE WATER PIPING 2"	LF	20	\$ 47.11	\$ 942.25
POTABLE WATER PIPING VALVES AND FITTINGS	EA	1	\$ 809.99	\$ 809.99
DOMESTIC WATER PIPE INSULATION	LF	128	\$ 15.00	\$ 1,920.00
PLBG FIXT 3" FD-1	EA	3	\$ 1,937.50	\$ 5,812.50
PLBG FIXT WH-1	EA	1	\$ 1,641.25	\$ 1,641.25
PLBG FIXT HB-1	EA	2	\$ 73.08	\$ 146.16
PLBG FIXT PRV-1	EA	1	\$ 2,778.00	\$ 2,778.00
PLBG FIXT RPZ-1	EA	1	\$ 5,281.25	\$ 5,281.25
CLEANOUTS	EA	1	\$ 180.00	\$ 180.00
SUBTOTAL DIVISION 22				\$ 27,592.75
DIVISION 23 - HVAC	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
REFRIGERANT LINE SETS	EA	2	\$ 780.00	\$ 1,560.00
FCU-1 / CU-1	EA	2	\$ 5,416.80	\$ 10,833.60
EUH-1,2	EA	2	\$ 3,000.00	\$ 6,000.00
HVAC CONTROL POINTS	EA	16	\$ 500.00	\$ 8,000.00
HVAC BALANCING (5% OF HVAC SUM)	LS	1	\$ 1,319.68	\$ 1,319.68
SUBTOTAL DIVISION 23				\$ 27,713.28
DIVISION 25 - INTEGRATED AUTOMATION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
OTHER	UNIT	0	\$ -	\$ -
OTHER	UNIT	0	\$ -	\$ -
SUBTOTAL DIVISION 25				\$ -
DIVISION 26 - ELECTRICAL	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
ELECTRICAL SERVICE CONDUCTORS	LF	100	\$100	\$ 10,000.00
GENERATOR	LS	1	\$150,000	\$ 150,000.00
ATS	EA	1	\$25,000	\$ 25,000.00
PP-1	EA	1	\$8,000	\$ 8,000.00
VFD	EA	2	\$15,000	\$ 30,000.00
DISCONNECTS	EA	5	\$800	\$ 4,000.00
MOTOR, PROCESS, MECHANICAL CIRCUITS	EA	10	\$1,500	\$ 15,000.00
INTERIOR LIGHT FIXTURES	EA	8	\$750	\$ 6,000.00
EXTERIOR LIGHT FIXTURES	EA	2	\$1,000	\$ 2,000.00
SUPERVISORY CONTROL PANEL	EA	1	\$100,000	\$ 100,000.00
INSTRUMENTATION	EA	4	\$3,000	\$ 12,000.00
GENERAL CIRCUITS	EA	12	\$500	\$ 6,000.00
COMMISSIONIN	DY	8	\$1,000	\$ 8,000.00
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL DIVISION 26				\$ 376,000.00
DIVISION 27 - COMMUNICATIONS	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 27				
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CAMERA	EA	1	\$5,000	\$ 5,000.00
SUBTOTAL DIVISION 28				
DIVISION 31 - EARTHWORK	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CLEARING AND GRUBBING	ACRES	1.97	\$ 20,000.00	\$ 39,400.00
COMMON EXCAVATION	CU YD	4348	\$ 20.00	\$ 86,960.00
SUBGRADE EXCAVATION	CU YD	435	\$ 18.00	\$ 7,830.00
DEWATERING	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00
GEOTEXTILE FABRIC	SQ YD	1052	\$ 4.00	\$ 4,208.00
STORMWATER MANAGEMENT				\$ -
TEMPORARY SHORING				\$ -
SUBTOTAL DIVISION 31				\$ 163,398.00
AGGREGATE SURFACING (CV) CLASS 5	CU YD	221	\$ 45.00	\$ 9,945.00



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GRANULAR BORROW (CV)	CU YD	332	\$ 25.00	\$ 8,300.00
6" CONCRETE PADS	SQ FT	158	\$ 12.00	\$ 1,896.00
6' GALVANIZED CHAIN LINK FENCE	LIN FT	419	\$ 75.00	\$ 31,425.00
VEHICLE GATE	EACH	1	\$ 20,000.00	\$ 20,000.00
PEDESTRIAN GATE	EACH	1	\$ 2,750.00	\$ 2,750.00
SILT FENCE	LIN FT	2696	\$ 4.00	\$ 10,784.00
OPEN CUT PIPE INSTALLATION RESTORATION (TURF AREA)	LIN FT	264	\$ 15.00	\$ 3,960.00
EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	1706	\$ 3.00	\$ 5,118.00
SEED MIXTURE 25-14	LBS	122	\$ 4.50	\$ 549.00
EROSION CONTROL	LUMP SUM	1	\$ 8,000.00	\$ 8,000.00
SUBTOTAL DIVISION 32				\$ 102,727.00
DIVISION 33 - UTILITIES	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
6" SANITARY SERVICE	LIN FT	20.0	\$ 60.00	\$ 1,200.00
16" HDPE RAW WATER MAIN	LIN FT	264.0	\$ 175.00	\$ 46,200.00
SUBTOTAL DIVISION 33				\$ 47,400.00
DIVISION 34 - TRANSPORTATION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SUBTOTAL DIVISION 34				
DIVISION 35 - WATERWAY & MARINE CONSTRUCTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
OTHER	UNIT	0	\$ -	\$ -
OTHER	UNIT	0	\$ -	\$ -
SUBTOTAL DIVISION 35				\$ -
DIVISION 40 - PROCESS INTEGRATION (VALVES, PIPING)	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
DIP PROCESS PIPING	LUMP SUM	1	\$ 54,000.00	\$ 54,000.00
PROCESS VALVES	LUMP SUM	1	\$ 54,000.00	\$ 54,000.00
PIPE SUPPORTS & HANGERS	LUMP SUM	1	\$ 5,250.00	\$ 5,250.00
SUBTOTAL DIVISION 40				\$ 113,250.00
DIVISION 41 - MATERIALS PROCESSING & HANDLING EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
OTHER	UNIT	0	\$ -	\$ -
OTHER	UNIT	0	\$ -	\$ -
SUBTOTAL DIVISION 41				\$ -
DIVISION 43 - PROCESS GAS & LIQUID HANDLING, PURIFICATION & STORAGE EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
HIGH SERVICE PUMPS	EACH	2	\$ 97,200.00	\$ 194,400.00
10" MAG METER (RAW)	EACH	1	\$ 11,000.00	\$ 11,000.00
SUBTOTAL DIVISION 43				\$ 205,400.00
DIVISION 44 - PROCESS EQUIPMENT	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
OTHER	UNIT	0	\$ -	\$ -
OTHER	UNIT	0	\$ -	\$ -
SUBTOTAL DIVISION 44				\$ -
SUB TOTAL				\$ 6,380,070.06

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East Range Joint Water Project,
Aurora and Town of White

Project Name: _____
 SEH Project No: AUROR 159723
 Date: April 10, 2023
 Estimator: Ellen Lemke
 Checked By: Dan Hinzmann
 Description: 100% Raw and Finished Water Transmission Mains Cost Estimate

RAW WATER MAIN PRELIMINARY OPINION OF COST

SITE	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
CLEAR AND GRUB	ACRES	0.10	\$ 20,000.00	\$ 2,000.00
DIRECTIONAL DRILLING OBSTRUCTION	EACH	10	\$ 7,500.00	\$ 75,000.00
BORING PIT (NON-ROAD AREA)	EACH	12	\$ 3,500.00	\$ 42,000.00
OPEN CUT PIPE INSTALLATION (NON-ROAD AREA)	LIN FT	301	\$ 100.00	\$ 30,100.00
OPEN CUT PIPE INSTALLATION (ROAD AREA)	LIN FT	10	\$ 150.00	\$ 1,500.00
POTABLE WATER DISTRIBUTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
16" HDPE WATER MAIN	LIN FT	9680	\$ 120.00	\$ 1,161,600.00
24" STEEL JACK AND BORE CASING PIPE	LIN FT	74	\$ 750.00	\$ 55,500.00
16" HDPE HDD PIPE INSTALLATION	LIN FT	9369	\$ 50.00	\$ 468,450.00
4" INSULATION	SQ YD	25	\$ 50.00	\$ 1,250.00
RAW WATER MAIN HYDRANT ASSEMBLY	EACH	5	\$ 12,500.00	\$ 62,500.00
16" BUTTERFLY VALVE AND BOX	EACH	6	\$ 7,500.00	\$ 45,000.00
SUB TOTAL				\$ 1,944,900.00
TRAFFIC CONTROL			1%	\$ 20,000.00
MOBILIZATION			10%	\$ 195,000.00
EROSION CONTROL			3%	\$ 59,000.00
MISCELLANEOUS CONSTRUCTION			5%	\$ 98,000.00
TOTAL CONSTRUCTION				\$ 2,316,900.00

ASSUMPTIONS:

- 16" HDPE WATER MAIN TO BE DIRECTIONALLY DRILLED, ASSUMED OBSTRUCTION ONCE EVERY 1000'
- HYDRANT ASSEMBLY INCLUDES TEE, LEAD, VALVE, AND HYDRANT
- TURF RESTORATION IS ASSUMED TO INCLUDE 4" OF SALVAGED TOPSOIL AND SEEDING
- ROADWAY RESTORATION IS ASSUMED TO BE PER PLAN TYPICAL SECTIONS