

PROJECT MANUAL
FOR
Sunfish Lake Gas Station Demolition

City of Ramsey
Anoka County, Minnesota



September 22, 2017

**DOCUMENT 00 01 05
CERTIFICATION**

PROJECT MANUAL

FOR

Sunfish Lake Gas Station Demolition

**City of Ramsey
Anoka County, Minnesota**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



Shane M. Nelson, P.E.
Project Engineer

43381
License No.

9/22/2017
Date

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Attachments

- Attachment 1 – Original Construction Drawings dated November 5, 2002, prepared by others (Includes 103 Sheets).
- Attachment 2 – Phase I Environmental Site Assessment, dated January 10, 2017, prepared by Braun Intertec, (Includes 43 pages).
- Attachment 3 – Phase II Environmental Site Assessment, dated March 1, 2017, prepared by Braun Intertec, (Includes 29 pages).
- Attachment 4 – Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, (Includes 27 pages).
- Attachment 5 – UST Notification of Installation or Change in Status Form, dated march 28, 2017, prepared by Minnesota Pollution Control Agency, (Includes 3 pages).
- Attachment 6 – City of Ramsey Demolition Procedure and Permit Application (Includes 3 pages).
- Attachment 7 – City of Ramsey Application for Contractor’s License (Includes 4 pages).
- Attachment 8 – MPCA Notice of Intent to Perform a Demolition (Includes 2 pages).
- Attachment 9 – Construction Plans (Includes 5 sheets).

**DOCUMENT 00 11 00
REQUEST FOR QUOTES**

**CITY OF RAMSEY, MINNESOTA
SUNFISH LAKE GAS STATION DEMOLITION**

Quotes for the construction of the Sunfish Lake Gas Station Demolition, will be received, by City of Ramsey, at the office of the City Clerk, 7550 Sunwood Drive, Ramsey, MN 55303, until 11:00 a.m. on, Thursday, October 5, 2017, at which time the Quotes received will be publicly opened and read aloud.

Principal components of the project include the following:

BUILDING DEMOLITIONS AND REMOVAL	1 LUMP SUM
COMMON EXCAVATION (P)	100 CU YD
SUBGRADE PREPARATION	1 LUMP SUM
PLACING AGGREGATE SURFACING CLASS 5 MODIFIED	750 CU YD
INLET PROTECTION	3 EACH
EROSION CONTROL	1 LUMP SUM
TRAFFIC CONTROL	1 LUMP SUM

Quotes will be received for a single prime Contract. The Contract Documents may be examined at the following locations:

City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

Hakanson Anderson
3601 Thurston Avenue
Anoka, MN 55303

Quoting Documents may be obtained from the Issuing Office of: Hakanson Anderson, located at 3601 Thurston Avenue, Anoka, MN 55303 for a non-refundable purchase price of \$75 per set.

Alternatively, digital copies of the Quoting Documents are available at www.haa-inc.com under the "Projects/QuestCDN" link for \$20.00 (non-refundable). These documents may be downloaded by selecting this project and by entering eBidDoc™ Number 5382418 on the "Search Projects" page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

A pre-quote conference will be held at 11:00 a.m. local time on September 28, 2017 at the site located at 6401 Highway 10, Ramsey, MN 55303. All Quoters must inspect the site, as evidenced by the City or its agents, in order to submit a Quote.

Each Quote must be accompanied by a certified check, cashier's check, cash deposit, or Quote bond, made payable to the City of Ramsey, in the amount of five percent (5%) of the Quote.

The City Council reserves the right to reject any and all Quotes and to waive irregularities and informalities therein and further reserves the right to award the contract in the best interests of the City.

CITY OF RAMSEY

Jo Ann Thieling, City Clerk
Date: September 22, 2017

Posted: <https://www.questcdn.com>

DOCUMENT 00 21 00

INSTRUCTIONS TO QUOTERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Quoters have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Quoters have the meanings indicated below:
- A. *Issuing Office* – The office from which the Quoting Documents are to be issued.

ARTICLE 2 – COPIES OF QUOTING DOCUMENTS

- 2.01 Complete sets of the Quoting Documents may be obtained from the Issuing Office as designated in the Advertisement for Quotes for a non-refundable purchase price stated therein.
- 2.02 Complete sets of Quoting Documents shall be used in preparing Quotes; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Quoting Documents.
- 2.03 Owner and Engineer, in making copies of Quoting Documents available on the above terms, do so only for the purpose of obtaining Quotes for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF QUOTERS

- 3.01 To demonstrate Quoter’s qualifications to perform the Work, after submitting its Quote and within five days of Owner’s request, Quoter shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, such other data as may be deemed necessary by the Owner.
- 3.02 A Quoter’s failure to submit required qualification information within the times indicated may disqualify Quoter from receiving an award of the Contract.
- 3.03 *Responsible Contractor*
- A. In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Quoters are hereby advised that the Owner cannot award a construction contract in excess of \$50,000 unless the contractor is a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. A Quoter submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Project Manual. Statements in the certificate must be certified by a company officer. Quoters are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Owner. A Quoter must submit signed verifications from subcontractors upon the Owner’s request.
- B. A Quoter or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a “responsible contractor” and will be ineligible to be awarded the Contract for this Project or to work on this Project. Quoters and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Quoter or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Quoter or subcontractor that makes a false statement.

- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Quoter's qualifications.
- 3.05 Quoter is advised to carefully review those portions of the Quote Form requiring Quoter's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Quoting Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 2. Owner will make copies of reports and drawings referenced above available to any Quoter on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Quoter is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Quoter is responsible for any interpretation or conclusion Quoter draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Quoting Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Quoters with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Quoting Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Quoters with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Quoters*

- A. Quoter shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Quoter is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Quoter access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Quoter deems necessary for preparing and submitting a successful Quote. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Quoter shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Quoter shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Quoting Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Quoter access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – QUOTER'S REPRESENTATIONS

- 5.01 It is the responsibility of each Quoter before submitting a Quote to:
 - A. examine and carefully study the Quoting Documents, and any data and reference items identified in the Quoting Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and the Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Quote no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Quote for performance of the Work at the price quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter discovers in the Quoting Documents and confirm that the written resolution thereof by Engineer is acceptable to Quoter;
- I. determine that the Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Quote will constitute an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

ARTICLE 6 – PRE-QUOTE CONFERENCE

- 6.01 A pre-quote conference will be held at 11:00 a.m. local time on September 28, 2017 at the site located at 6401 Highway 10, Ramsey, MN 55303. All Quoters must inspect the site, as evidenced by the City or its agents, in order to submit a Quote.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Quoting Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Quoting Documents. Questions received less than seven days prior to the date for opening of Quotes may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Quoting Documents.

ARTICLE 8 – QUOTE SECURITY

- 8.01 A Quote must be accompanied by Quote security made payable to Owner in an amount of five percent of Quoter's maximum Quote price (determined by adding the base Quote and all alternates) and in the form of a certified check, bank money order, or a quote bond (on the form included in the Quoting Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Quote security of the apparent Successful Quoter will be retained until Owner awards the contract to such Quoter, and such Quoter has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Quote security will be released. If the Successful Quoter fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Quoter to be in default, annul the Notice of Award, and the Quote security of that Quoter will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Quoter defaults.
- 8.03 The Quote security of other Quoters that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Quote opening, whereupon Quote security furnished by such Quoters will be released.
- 8.04 Quote security of other Quoters that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Quote opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and/or the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Quoting Documents without consideration during the Quoting and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Quoter sets forth in its Quote shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Quoting Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Quote approvals of "or-equal" or substitution requests are made at Quoter's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Quoter shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Quoting Documents (most commonly in the Specifications) to do so. If a prospective Quoter objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Quoter should refrain from submitting a Quote.
- 12.02 Subsequent to the submittal of the Quote, Owner may not require the Successful Quoter or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Quoter, and any other Quoter so requested, shall within five days after Quote opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: *N/A*

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Quoter to submit an acceptable substitute, in which case apparent Successful Quoter shall submit a substitute, with no adjustment in Quote price.

- 12.04 If apparent Successful Quoter declines to make any such substitution, Owner may award the Contract to the next lowest Quoter that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Quote security of any Quoter. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF QUOTE

- 13.01 The Quote Form is included with the Quoting Documents.
- A. All blanks on the Quote Form shall be completed in ink and the Quote Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Quote Form. A Quote price shall be indicated for each section, Quote item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Quote Form expressly indicates that submitting pricing on a specific alternate item is optional, and Quoter elects to not furnish pricing for such optional alternate item, then Quoter may enter the words “No Quote” or “Not Applicable.”
- 13.02 A Quote by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Quote by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.04 A Quote by an individual shall show the Quoter’s name and official address.
- 13.05 A Quote by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Quote Form. The official address of the joint venture shall be shown.

- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Quote shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Quote Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Quote shall be shown.
- 13.09 The Quote shall contain evidence of Quoter's authority and qualification to do business in the state where the Project is located, or Quoter shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Quote. Quoter's state contractor license number, if any, shall also be shown on the Quote Form.

ARTICLE 14 – BASIS OF QUOTE

14.01 *Unit Price*

- A. Quoters shall submit a Quote on a unit price basis for each item of Work listed in the unit price section of the Quote Form.
- B. The "Quote Price" (sometimes referred to as the extended price) for each unit price Quote item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Quote Form) for the item and the corresponding "Quote Unit Price" offered by the Quoter. The total of all unit price Quote items will be the sum of these "Quote Prices"; such total will be used by Owner for Quote comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF QUOTE

- 15.01 With each copy of the Quoting Documents, a Quoter is furnished one separate unbound copy of the Quote Form, and, if required, the Quote Bond Form. The unbound copy of the Quote Form is to be completed and submitted with the Quote security and the other documents required to be submitted under the terms of Article 7 of the Quote Form.
- 15.02 A Quote shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Quote, as may be modified by Addendum, and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Quote is submitted), the name and address of Quoter, and shall be accompanied by the Quote security and other required documents. If a Quote is sent by mail or other delivery system, the sealed envelope containing the Quote shall be enclosed in a separate package plainly marked on the outside with the notation "QUOTE ENCLOSED – SUNFISH LAKE GAS STATION DEMOLITION." A mailed Quote shall be addressed to City of Ramsey, 7550 Sunwood Drive, Ramsey, MN 55303.
- 15.03 Quotes received after the date and time prescribed for the opening of Quotes, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Quoter unopened.
- 15.04 The submitted Quote Bond shall bear original signatures of the Surety.

- 15.05 Submission of Quote Forms and/or Quote Bonds by electronic transmission (such as fax or e-mail) will be a cause for rejection.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF QUOTE

- 16.01 A Quote may be withdrawn by an appropriate document duly executed in the same manner that a Quote must be executed and delivered to the place where Quotes are to be submitted prior to the date and time for the opening of Quotes. Upon receipt of such notice, the unopened Quote will be returned to the Quoter.
- 16.02 If a Quoter wishes to modify its Quote prior to Quote opening, Quoter must withdraw its initial Quote in the manner specified in Paragraph 16.01 and submit a new Quote prior to the date and time for the opening of Quotes.
- 16.03 If within 24 hours after Quotes are opened any Quoter files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Quote, that Quoter may withdraw its Quote, and the Quote security will be returned. Thereafter, if the Work is requoted, that Quoter will be disqualified from further quoting on the Work.

ARTICLE 17 – OPENING OF QUOTES

- 17.01 Quotes will be opened at the time and place indicated in the advertisement or invitation to Quote as may be amended by Addendum and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Quotes and major alternates, if any, will be made available to Quoters after the opening of Quotes.

ARTICLE 18 – QUOTES TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Quotes will remain subject to acceptance for the period of time stated in the Quote Form, but Owner may, in its sole discretion, release any Quote and return the Quote security prior to the end of this period.

ARTICLE 19 – EVALUATION OF QUOTES AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Quotes. Owner will reject the Quote of any Quoter that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Quoter purports to add terms or conditions to its Quote, takes exception to any provision of the Quoting Documents, or attempts to alter the contents of the Contract Documents for purposes of the Quote, then the Owner will reject the Quote as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 Evaluation of Quotes
- A. In evaluating Quotes, Owner will consider whether or not the Quotes comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Quote Form or prior to the Notice of Award.
- 19.03 In evaluating whether a Quoter is responsible, Owner will consider the qualifications of the Quoter and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Quoting Documents.

19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Quoters and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Quoter delivers the Agreement (executed by Successful Quoter) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Quoter, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Quoter shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Quoter, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

DOCUMENT 00 41 00
QUOTE FORM

ARTICLE 1 – QUOTE RECIPIENT

1.01 This Quote is submitted to:

City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

1.02 The undersigned Quoter proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quoting Documents to perform all Work as specified or indicated in the Quoting Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quoting Documents.

ARTICLE 2 – QUOTER’S ACKNOWLEDGEMENTS

2.01 Quoter accepts all of the terms and conditions of the Instructions to Quoters, including without limitation those dealing with the disposition of Quote security. This Quote will remain subject to acceptance for 60 days after the Quote opening, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

ARTICLE 3 – QUOTER’S REPRESENTATIONS

3.01 In submitting this Quote, Quoter represents that:

A. Quoter has examined and carefully studied the Quoting Documents, and any data and reference items identified in the Quoting Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Quoter has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Quoter is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Quoter has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Quoter has considered the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and any Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs.
- F. Quoter agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents.
- G. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents.
- H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quoting Documents, and confirms that the written resolution thereof by Engineer is acceptable to Quoter.
- I. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Quote constitutes an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, and that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

ARTICLE 4 – QUOTER'S CERTIFICATION

4.01 Quoter certifies that:

- A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Quoter has not directly or indirectly induced or solicited any other Quoter to submit a false or sham Quote;
- C. Quoter has not solicited or induced any individual or entity to refrain from quoting; and
- D. Quoter has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quoting process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quoting process to the detriment of Owner, (b) to establish quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish quote prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF QUOTE

- 5.01 Quoter will complete the Work in accordance with the Contract Documents for price(s) shown on the Quote Proposal.
- 5.02 Quoter acknowledges that (1) each Quote Unit Price includes an amount considered by Quoter to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Quoter agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Quoter accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS QUOTE

- 7.01 The following documents are submitted with and made a condition of this Quote:
 - A. Required Quote security in the form of certified check, cashier's check, cash deposit or Quote bond;
 - B. Document 00 45 00 – Affidavit of Non-Collusion.
 - C. Document 00 45 14 – Responsible Contractor Certificate.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Quote with initial capital letters have the meanings stated in the Instructions to Quoters, the General Conditions, and the Supplementary Conditions.

**QUOTE PROPOSAL
CITY OF RAMSEY
Sunfish Lake Gas Station Demolition**

Quoter agrees to perform all the work described in the Contract Documents for the following unit prices and/or lump sums, which include sales tax and other applicable taxes and fees.

Quote Schedule

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	BUILDING DEMOLITION AND REMOVAL	1	LUMP SUM		
2	COMMON EXCAVATION (P)	100	CU YD		
3	SUBGRADE PREPARATION	1	LUMP SUM		
4	PLACING AGGREGATE SURFACING CLASS 5 MODIFIED	750	CU YD		
5	INLET PROTECTION	3	EACH		
6	EROSION CONTROL	1	LUMP SUM		
7	TRAFFIC CONTROL	1	LUMP SUM		

Total Quotation

\$ _____

ARTICLE 9 – QUOTE SUBMITTAL

QUOTER: *[Indicate correct name of quoting entity]*

By:

[Signature]

[Printed name]

(If Quoter is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Quoter's License No.:

(where applicable)

DOCUMENT 00 43 33
TABULATION OF SUPPLIERS

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF MATERIAL _____
CITY _____	_____

DOCUMENT 00 43 36
TABULATION OF SUBCONTRACTORS

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF CONSTRUCTION _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF CONSTRUCTION _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF CONSTRUCTION _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF CONSTRUCTION _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF CONSTRUCTION _____
CITY _____	_____

NAME _____	TELEPHONE NO. _____
ADDRESS _____	TYPE OF CONSTRUCTION _____
CITY _____	_____

DOCUMENT 00 45 14
RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

PROJECT: SUNFISH LAKE GAS STATION DEMOLITION

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1)	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) I have included a First Tier Subcontractors List with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit the Additional Subcontractors List as required.**

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this _____ day of _____, 20____,

Notary Public

PLACE NOTARY STAMP HERE

My Commission Expires: _____

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

DOCUMENT 00 45 15
ADDITIONAL SUBCONTRACTORS LIST

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE
ADDED TO THE PROJECT**

PROJECT: SUNFISH LAKE GAS STATION DEMOLITION

This form must be submitted to the Owner as identified in the solicitation document. Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Additional Subcontractors List have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

DOCUMENT 00 52 00
STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ramsey (“Owner”) and _____ (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demolition of convenience store/gas station, hauling and placing Class 5 surfacing, and associated sediment control and traffic control.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Sunfish Lake Gas Station Demolition.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Hakanson Anderson.

3.02 The Owner has retained Hakanson Anderson (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. Demolition and removal of building and all of its components, demolition and removal of canopy, demolition and removal of signs and foundations. All Work including Bituminous Pavement Removal, Concrete Removal, Removals, Grading, Construction of Aggregate Surfacing, Erosion Control and Restoration will be substantially completed on or before November 22, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 22, 2017.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within

the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The extended prices for Unit Price Work set forth as the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of the actual quantities and classifications are to be made by Engineer.
 - C. Contractor's Quote is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 2nd Tuesday of each month during construction as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - 1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - 2) 75 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

7.01 Not used.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor,; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 5, inclusive).
 - 3. Payment bond (pages 1 to 5, inclusive).
 - 4. General Conditions (pages 1 to 72, inclusive).
 - 5. Supplementary Conditions (pages 1 to 8, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Sunfish Lake Gas Station Demolition.
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Quote (pages ___ to ___, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

CONTRACTOR:

City of Ramsey

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Ramsey

7550 Sunwood Drive

Ramsey, MN 55303

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Use in those states or other jurisdictions where applicable or required.

**DOCUMENT 00 61 11
PERFORMANCE BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain Quotes or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum

periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**DOCUMENT 00 61 13
PAYMENT BOND**

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor,

materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

DOCUMENT 00 73 00 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. Phase I Environmental Site Assessment, dated January 10, 2017, prepared by Braun Intertec, consisting of 43 pages.
 - 2. Phase II Environmental Site Assessment, dated March 1, 2017, prepared by Braun Interec, consisting of 29 pages.
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
 - 1. Drawings dated *November 12, 2002, prepared by Design and Construction LLC, consists of 33 pages.*
 - a. None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Quoting Documents at Hakanson Anderson, 3601 Thurston Avenue, Anoka, MN 55303, during regular business hours, or may request copies from Engineer.

SC-5.06 Add the following subparagraphs 5.06.A.1 and 5.06.A.2:

- 1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
 - a. Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, consisting of 27 pages.
 - b. UST Notification of Installation or Change in Status Form, dated March 28, 2017, prepared by Minnesota Pollution Control Agency, consisting of 3 pages.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>1,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>500,000</u>
Each accident	\$ <u>1,000,000</u>
Property Damage:	
Each accident	\$ <u>500,000</u>

4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>5,000,000</u>
General Aggregate	\$ <u>5,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>Not Applicable</u>
General Aggregate	\$ <u>Not Applicable</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: The Owner [CITY OF RAMSEY] and Engineer [HAKANSON ANDERSON ASSOCIATES, INC.], shall be listed as additional insureds.

7. Contractor's Professional Liability:

Each Claim	\$ <u>1,000,000</u>
Annual Aggregate	\$ <u>1,000,000</u>

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. Saturdays. Contractors shall not perform work on Sundays or Legal Holidays.

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Delete Article 8.02 and replace with the following:

- A. Concurrent with the construction activity, private utility owners may install, relocate or otherwise modify their utilities. Contractor shall solely be responsible for the coordination of this work.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and

approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise

Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 18 – MISCELLANEOUS

SC-18.09. Add the following new paragraph immediately after paragraph 18.08:

18.09. Additional Requirements

- A. The Contractor shall comply with all of the additional requirements as listed below. A copy of these requirements are included in this Project Manual as indicated.
 1. Attachment 1 – Original Construction Drawings dated November 5, 2002, prepared by others (Includes 103 Sheets).
 2. Attachment 2 – Phase I Environmental Site Assessment, dated January 10, 2017, prepared by Braun Intertec, (Includes 43 pages).
 3. Attachment 3 – Phase II Environmental Site Assessment, dated March 1, 2017, prepared by Braun Intertec, (Includes 29 pages).
 4. Attachment 4 – Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, (Includes 27 pages).
 5. Attachment 5 – UST Notification of Installation or Change in Status Form, dated march 28, 2017, prepared by Minnesota Pollution Control Agency, (Includes 3 pages).
 6. Attachment 6 – City of Ramsey Demolition Procedure and Permit Application (Includes 3 pages).
 7. Attachment 7 – City of Ramsey Application for Contractor’s License (Includes 4 pages).
 8. Attachment 8 – MPCA Notice of Intent to Perform a Demolition (Includes 2 pages).
 9. Attachment 9 – Construction Plans (Includes 5 sheets).

DIVISION 1

DIVISION 1 – GENERAL REQUIREMENTS

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SECTION 01 33 00 SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
1. Contractor's construction schedule.
 2. Submittal schedule.
 3. Shop drawings.
 4. Product data.
 5. Samples.
 6. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.01 SUBMITTAL PROCEDURES

Contractor shall be responsible for the following:

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals or resubmittals concurrently.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow fourteen (14) calendar days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow fourteen (14) calendar days for processing each resubmittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 inches by 5 inches on the label or beside the title block on Shop Drawings to record Contractor's and Engineer's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.

- c. Name and address of the Contractor's Engineer.
- d. Name and address of the Contractor.
- e. Name and address of the subcontractor.
- f. Name and address of the supplier.
- g. Name of the manufacturer.
- h. Number and title of appropriate Specification Section.
- i. Drawing number and detail references, as appropriate.

C. Number of Copies:

- 1. Two (2) copies of the proposed Construction schedule and subsequent revision are required.
- 2. Two (2) copies of the proposed Submittal schedule and subsequent revision are required.
- 3. Three (3) copies of Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals are required. If Contractor requires more than two (2) approved copies, Contractor shall submit additional sets.

D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form accepted by Engineer. Engineer will not accept submittals received from sources other than Contractor.

- 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

3.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, Contractor's construction schedule. Provide a separate time bar for each significant construction activity. Engineer shall approve format and level of detail. Update schedules as necessary to reflect current status of work. Submit revised schedules as requested and with each pay application.

3.03 SUBMITTAL SCHEDULE

- A. Concurrently with the development of Contractor's Construction Schedule, prepare and submit a complete and comprehensive schedule of submittals.
- 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
 - 2. Prepare the schedule in chronological order, listing each item for which Contractor's shop drawings, product data, samples or other types of submittals are required

3.04 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
- 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.

4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 24 inches by 36 inches.
7. Do not use Shop Drawings without an appropriate stamp indicating action taken.

3.05 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, standard wiring diagrams, applicable certifications and performance curves. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information.

3.06 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished when specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern. Mount or display Samples in the manner to facilitate review of qualities indicated.

3.07 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

- A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer or responsible engineer certifying compliance with specified requirements.
- C. Calculations: When required in the technical specification, calculations shall be prepared and signed by a Professional Engineer registered in the State of Minnesota.

3.08 ENGINEER/ARCHITECT'S ACTION

- A. Except for submittals for the record, or for information where action and return is not required, Engineer will review each submittal, mark to indicate action taken, and return within the time frame specified in Paragraph 3.01.A.3.
 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: Engineer will stamp each submittal with a uniform, action stamp. Engineer will mark the stamp appropriately to indicate the action taken, as follows:
 1. "Reviewed": the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 2. "Reviewed with Comments": the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 3. "Revise and Resubmit" or "Rejected": do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark.

- a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or "Rejected" at the Project Site or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the E/A will return the submittal marked "Record Copy", "Action Not Required" or "No Action Taken."
- C. Unsolicited Submittals: The E/A will return unsolicited submittals to the sender without action.

SECTION 01 41 00 REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

This Section lists those permits referred to in the General Conditions, Section 7.08 that are applicable to this project.

A. Permits obtained by Owner.

The Owner has applied for the following permits from appropriate authorities. It is anticipated that the permits will be approved prior to execution of contract. Contractor shall perform all work and conduct itself in full accordance with the requirements of the permits.

1. None

B. Permits obtained by Contractor.

1. City of Ramsey Building Permit.
2. City of Ramsey Contractor's License.

Contractor shall be responsible for posting any bonds that may be required as a condition to any Owner or Contractor obtained permit. Contractor is also responsible for securing and paying all costs of any other required permits not mentioned above.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 42 00 SPECIFICATION REFERENCE

PART 1 – GENERAL

1.01 STANDARD SPECIFICATIONS FOR WATERMAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION

- A. Watermain, sanitary sewer and storm sewer construction including pipe jacking/boring shall conform to the applicable provisions of the “Standard Specifications for 2600 - Trench Excavation and Backfill / Surface Restoration, 2611 - Watermain and Service Line Installation, 2621 - Sanitary Sewer and Storm Sewer Installation” as published by the City Engineers Association of Minnesota, (CEAM) 2013 Edition.
- B. Copies of the Standard Specifications are available from the CEAM web site at: <http://ceam.org>
- C. References in this Project Manual or on the Plans, to the Standard Specifications, referenced in 1.01.A above, shall serve to supplement or modify the Standard Specifications. Portions of the Standard Specifications not specifically affected by the supplemented information of modification shall remain in effect as originally written.
- D. THREADED ITEMS - All threaded items furnished under this contract, including but not limited to mechanical joint connectors, flanged joint connectors, mainline valves, saddles, corporation stops, curb stops, hydrants, and air release valves shall be furnished to the nominal size as specified with ENGLISH threads.

1.02 STANDARD SPECIFICATIONS FOR GRADING, STREET AND SURFACE IMPROVEMENTS

- A. All of Divisions II and III, and any specifically referenced Division I sections of the Minnesota Department of Transportation (MnDOT), “Standard Specifications for Construction”, 2016 Edition, together with all the Supplemental Specifications shall apply to all construction performed under this Contract except as modified in these Specifications. Unless noted, the requirements in the Specifications are in addition to the MnDOT Specification section being referenced.
- B. Whenever the word “Contracting Authority,” “Department” or “Owner” is used in the sense of ownership as part of these Specifications and Contract, it shall mean Owner as defined in the Form of Agreement.
- C. References in this Project Manual or on the Standard Specifications referenced in 1.02.A above, shall serve to supplement or modify the Standard Specifications. Portions of Standard Specifications not specifically affected by the supplemented information or modification shall remain in effect as originally written.

1.03 ABBREVIATIONS

- A. Wherever the following abbreviations are used, they shall have the meanings indicated.

AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
AI	The Asphalt Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
CEAM	City Engineer’s Association of Minnesota
CLFMI	Chain Link Fence Manufacturers Institute
MN/DOT	Minnesota Department of Transportation
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 55 00 MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL

PART 1 – GENERAL

All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part VI, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of Mn/DOT 1404 and 1710, the Minnesota Standard Signs Manuals Parts I and II, the Traffic Engineering Manual, the Traffic Control Layouts/Typical Traffic Control Layouts in the Plans, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability.

1.01 TRAFFIC CONTROL

- A. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

The Contractor shall furnish names, addresses, and phone numbers of at least two (2) individuals responsible for the placement and maintenance of traffic control devices. These individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference.

- B. If traffic control layouts are not present in the Plan, or the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least fourteen (14) days prior to the start of construction. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.
- C. The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.
- D. The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with **the Traffic Control Layouts**, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

- E. The person performing the inspection in paragraph (D) above, shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

The Contractor shall be required to provide copies of the inspection logs, within the time frame agreed upon, when requested by the Engineer. **If the Contractor is negligent in providing the inspection logs within the time frame agreed upon, the Contractor shall be subject to an hourly charge assessed at a rate of \$250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

- F. Measurement and Payment:

All traffic control required under this Contract shall be paid per the Traffic Control quote items provided on the Quote Form.

1.02 MAINTENANCE AND STAGING OF TRAFFIC CONTROL

- A. The Contractor shall maintain, at all times, traffic movement and local access. Traffic may be restricted to one lane with proper signing and flagging.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 57 00
AIR, LAND AND WATER POLLUTION

PART 1 – GENERAL

Pollution of the natural resources of air, land and water by operations under this contract shall be prevented, controlled, minimized and abated in accordance with the provisions of MN/DOT 1717 as modified below.

1.01 EXTREME WEATHER EVENT

If localized flooding is caused by an extreme weather event and results in discharge into surface water, by deliberate pumping or diverted flow, the Contractor shall provide for end of trench or pipe filtration or treatment systems. The filtration/treatment system shall be capable of preventing visibly turbid discharge from entering surface water. This work shall be completed in accordance with applicable laws pertaining to discharge into surface waters and as directed by the Engineer. The Contractor will receive compensation as Extra Work.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

DIVISION 2

DIVISION 2 – EXISTING CONDITIONS

INDEX

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
02 41 00	BUILDING DEMOLITION AND REMOVAL	DV2-1

SECTION 02 41 00 BUILDING DEMOLITION AND REMOVAL

PART 1-GENERAL

1.01 SECTION INCLUDES

- A. Demolition and removal of buildings
- B. Removal of bituminous pavement
- C. Removal of sidewalks
- D. Removal of concrete curb and gutter
- E. Removal of parking lot lights
- F. Removal of trees, bushes, landscape rock
- G. Removal of sanitary sewer service pipe
- H. Removal of water service pipe
- I. Removal of bollards
- J. Removal of signs and foundations
- K. Removal of landscaping
- L. Removal of irrigation piping
- M. Removal of all other miscellaneous site improvements as necessary
- N. Removal of storm sewer pipe

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION

3.01 DEMOLITION AND REMOVAL OF BUILDINGS

- A. The buildings to be removed are shown on the figures contained in these Contract Documents. The buildings may be demolished prior to removal.
- B. Building demolition and removal includes all internal and external components, footings, stoops, piping, pump canopy footings, electrical, conduits and other materials as necessary to completely remove the buildings and all related site improvements.
- C. The Pre-Demolition Hazardous Building Materials Inspection Report included in the attachments identified materials containing regulated waste. The Contractor shall remove and property dispose of all regulated waste in accordance with all applicable laws and regulations.

- D. If applicable, the asbestos-related work shall be performed by a Contractor or Sub-Contractor licensed or certified by the commissioner under Minnesota Statutes sections 326.70 to 326.81 and the Contractor shall provide a copy of that license or certification to the Owner. Further, if applicable, the Contractor shall prepare a project-specific asbestos project plan in accordance with all applicable laws and regulations and adhere to said plan.
- E. The sign posts located at the Highway 101 Sunfish Lake Boulevard and footings shall be removed.
- F. On-Site crushing will not be allowed.

3.02 REMOVAL

- A. The Contractor shall completely remove the buildings and all of their internal and external components, including steps, stoops, sidewalks, floors and footings. The Contractor shall also remove the parking lots, concrete curb and gutter, trees, bushes, driveways, signs and foundations, and all other miscellaneous site improvements as discussed herein and as shown on the plans.

3.03 UTILITIES

- A. Telephone, electric power and other wire services, and gas service pipes will be disconnected by the utility owners outside the buildings and all fixtures belonging to such utility companies will be removed by them. Contractor shall remove all other piping and fixtures.
- B. Remove sanitary sewer service pipe, water service pipe and storm sewer pipe as shown on the plans. Cap at sewer and water mains per CEAM Standards and in accordance with the details as shown in the plans.

3.04 DISPOSAL OF MATERIALS AND DEBRIS

- A. All materials removed and all debris resulting from the removal operations, shall become the property of the Contractor and shall be removed from the site and disposed of in accordance with all City, Federal and State Laws and regulations.
- B. Under no circumstances shall crushed material, or products generated from the crushed material of the building demolition, be used on-site as fill.

3.05 DUST CONTROL

- A. The Contractor must take steps as necessary to control the dust during all building demolition and removal operations. If necessary, water is available from the fire hydrant located on the site and may be purchased from the City of Ramsey. The Contractor must supply his own water meter with backflow preventer to the satisfaction of the Owner. Fees for water usage shall be paid separately by Contractor to the City of Ramsey in accordance with the City's 2017 Fee schedule.

3.06 CONTAMINATED SOIL AND BURIED WASTE

- A. In the event that contaminated soil and/or buried waste is unexpectedly encountered during the progress of the work, the Contractor shall immediately cease work and secure the area. Work outside the vicinity of the discovery area may continue provided that the area of potential contamination is secure. The Contractor shall immediately notify the Owner. Indicators of potentially contaminated soil, groundwater or surface water include:
 - Odor including gasoline, diesel, creosote, mothballs, or other chemical-like odor

- Soil-stained green or black, or with dark, oily appearance, or any unusual soil color or texture
 - A rainbow color (sheen) on surface of water or soil
- B. If encountered, the Contractor shall allow a minimum of 72 hours for the Owner to investigate the potential contamination and determine the necessary steps for remediation and/or removal, if any.
- C. Upon request, if contaminated soil is unexpectedly encountered and confirmed by the Owner’s Environmental Consultant, the Contractor shall stockpile the contaminated soil on 6-mil polyethylene sheeting and cover with 6-mil polyethylene sheeting that is secured in place and bermed to prevent run on/run-off. This work shall be completed for an additional negotiated price or in the event that the cost cannot be mutually agreed upon the Contractor’s fee shall be determined in accordance with Paragraph 12.01.C. of the Standard General Conditions of the contract.
- D. If necessary, the Owner may negotiate with the Contractor to determine a mutually agreed upon price for removal and/or remediation of contaminated soil, contaminated water and/or buried waste. If no such price can be mutually agreed upon, the Contractor shall allow the Owner engage the services of a third party to perform the necessary removal and/or remediation and no additional compensation will be due to the Contractor provided that it does not significantly affect the progress of the work.

3.07 SITE RESTORATION

- A. After completion of demolition and removal, the site shall be restored to a safe, stable condition.
- B. Depressions from all removals shall be backfilled, compacted and graded using on-site soils as fill material in accordance with Section 31 22 00.
- C. Final graded slopes shall be in accordance with the Site Restoration Plan.

3.08 METHOD OF MEASUREMENT

- A. Building Demolition and Removal including removal of all interior and exterior materials, footings, all pavement, curb and gutter, sidewalks, parking lot lights, sanitary sewer service pipe, water service pipe, storm sewer pipe, signs and foundations, trees and other items as described above and indicated on the plans, will be measured as a single lump sum quantity.

3.09 METHOD OF PAYMENT

- A. Payment for the Building Demolition and Removal item at the Contract lump sum price shall be compensation for all costs of the work described above.

Payment will be made on the basis of the following schedule:

<u>Item</u>	<u>Unit</u>
Building Demolition and Removal	Lump Sum

END OF SECTION

DIVISION 31

DIVISION 31 – EARTHWORK

INDEX

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
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31 23 33	Trenching and Backfilling	DV2-4
31 25 00	Erosion and Sedimentation Controls	DV2-5

SECTION 31 22 00 GRADING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Rough Grading.
- B. Finish grading.

1.02 RELATED SECTIONS

- A. Section 31 25 00 – Erosion and Sedimentation Control.
- B. Section 31 23 33 – Trenching and Backfilling.

1.03 PROJECT CONDITIONS

- A. Protect above- and below-grade utilities that remain.
- B. Protect plants, lawns, trees, and other features to remain as a portion of final landscaping.
- C. Protect items not intended for removal.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. On-Site Soil

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect utilities that remain, from damage.

3.03 ROUGH GRADING

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.

- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.04 SOIL REMOVAL

- A. Stockpile excavated topsoil on site before grading.
- B. Maintain areas in a well drained condition at all times.
- C. Excavate to the grades as shown on the restoration plan and directed by the Engineer.

3.05 PLACING EMBANKMENTS

- A. Deposit and spread in uniform layers in 12 inch lifts.
- B. Maintain optimum moisture content.
- C. Compact to 100% of Standard proctor density.
- D. Do not place frozen material.

3.06 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify building and trench backfilling have been inspected.
 - 2. Verify subgrade has been contoured and compacted.
- B. Remove debris, roots, branches, stones, in excess of 3 inch in size. Remove contaminated soil.
- C. Where topsoil is to be placed, scarify surface to depth of 3 inches.
- D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.

3.07 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 0.1 foot from required elevation.
- B. Top Surface of Finish Grade: Plus or minus 0.1 foot.

3.08 CLEANING AND PROTECTION

- A. Leave site clean and raked, ready to receive landscaping.

3.09 METHOD OF MEASUREMENT

- A. The Owner will measure Common Excavation by Plan Quantity (P) as defined in MnDOT Specification 1901 "Measurement of Quantities".

3.10 METHOD OF PAYMENT

- A. The contract unit price includes the cost of excavation, final placement and compaction of the embankment. The Owner will pay for all work under this Section in the basis of the following schedule.

<u>Item</u>	<u>Unit</u>
Common Excavation	CY

END OF SECTION

SECTION 31 23 33 TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This Work consists of trenching, backfilling and compacting operations associated with removal of pipe, structures and other appurtenances incorporated with Project.
- B. Work shall be completed in accordance with Standard Specifications except as herein modified and as shown on Plans

1.02 RELATED WORK

- A. Section 02 41 00 – Building Demolition and Removal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TRENCHING AND BACKFILLING

- A. Contractor shall refer to CEAM Standard Specifications Section 2600 for all trenching and backfilling operations.

3.02 COMPACTING

- A. Contractor shall refer to CEAM Standard Specifications Section 2600 and MN/DOT Standard Specifications Section 2105.3F1 for compaction requirements.

3.03 METHOD OF MEASUREMENT

- A. This work shall be incidental to other work and no measurement will be made.

END OF SECTION

SECTION 31 25 00 EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 TEMPORARY CONTROL OF AIR/WATER POLLUTION AND SOIL EROSION/SILTATION

- A. This item shall consist of temporary control measures as shown on Plans or as ordered by Engineer or Owner during construction to control water pollution, soil erosion, and siltation through use of temporary rock construction entrance, berms, dikes, dams, sediment basins, silt fences, gravel, mulches, grasses, slope protection, and other erosion control devices or methods.
- B. Temporary erosion control measures contained herein shall be coordinated with permanent erosion control measures specified as part of this Contract to extent practical to assure economical, effective, and continuous erosion control throughout Project construction period.
- C. Temporary control may include Work outside construction limits such as borrow pit operations, equipment and material storage sites, and waste areas.

1.02 AUTHORITY OF ENGINEER:

- A. Engineer has authority to limit surface area of erodible earth material exposed by clearing and grubbing, to limit surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.

1.03 CONSTRUCTION DETAILS:

- A. Contractor will be required to incorporate all permanent erosion control features into Project at earliest practicable time as outlined in accepted schedule.
- B. Except where future construction operations will damage slopes, Contractor shall perform permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available.
- C. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on Project.
- D. Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if Project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.
- E. Engineer will limit area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping finish grading, mulching, seeding, and other such permanent control measures current in accordance with accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to extent feasible and justified.
- F. If additional temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of Work as scheduled or are ordered by Engineer, such work shall be performed by Contractor at Contractor's own expense.

- G. Engineer may increase or decrease area of erodible earth material to be exposed at one time as determined by analysis of Project conditions.
- H. Erosion control features installed by Contractor shall be acceptably maintained by Contractor during construction period.
- I. Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.
- J. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, wetlands and impoundments or into natural or manmade channels leading thereto.

1.04 SCHEDULE:

- A. Prior to start of construction, Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work.
- B. Work shall not be started until erosion control schedules and methods of operations for applicable construction have been accepted by Owner.

1.05 PERMITS:

- A. Contractor shall obtain and pay fees to obtain NPDES Construction Permit from Minnesota Pollution Control Agency and comply with all applicable regulations and requirements.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Silt fence shall be machine sliced and shall consist of woven geotextile fabric and supported by steel posts in accordance with Mn/DOT Specification 3886.
- B. Erosion control materials shall meet requirements of MN/DOT Standard Specifications.
- C. All other materials shall meet commercial grade standards and shall be approved by Engineer before being incorporated into Project.

PART 3 - EXECUTION

3.01 SPECIFIC CONCERNS

A. WATER QUALITY

1. Erosion control measures shall be maintained to prevent-sediment pollution of adjacent water courses.
2. Build, maintain, and operate dams, channels, flumes, sumps and other temporary diversion and protective works to divert stream flow and other surface water through or around construction site and away from Work while construction is in progress.
3. Unless otherwise specified, a diversion must discharge into same natural drainageway in which its head waters are located.

B. DUST CONTROL

1. Construction activities which have potential for generation of dust shall be restricted to avoid nuisance.
2. Controls shall be provided to confine dust and dirt within immediate area of demolition.
3. Masonry and debris shall be thoroughly soaked with water during demolition and loading operations, if necessary to control dust.
4. Water is available from the fire hydrant located on the site and may be purchased from the City of Ramsey. The Contractor must supply his own water meter with backflow preventer to the satisfaction of the Owner. Fees for water usage shall be paid separately by Contractor to the City of Ramsey in accordance with the City's 2016 Fee schedule.

C. NOISE CONTROL

1. Noise control measures shall be taken to limit amount of noise and prevent nuisance.
2. Construction activities generating significant noise shall be limited to normal working hours.

D. INSTALLATION OF INLET PROTECTION

1. Install prior to demolition activities.
2. Maintain as necessary for the duration of the project.
3. Remove upon final stabilization. All removed materials become the property of the contractor.

3.02 METHOD OF MEASUREMENT

- A. Inlet protection will be measured by each inlet.

3.03 BASIS OF PAYMENT:

- A. Control work performed for protection of all construction areas including areas such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor with costs included in contract prices bid for items to which they apply.

B. INLET PROTECTION

1. The Owner will make payment on the basis of the following schedule:
 - a. Initial installation, 50 percent of payment, and
 - b. Maintenance and removal of the devices, 50 percent of payment.

END OF SECTION

DIVISION 32

DIVISION 32 – EXTERIOR IMPROVEMENTS

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32 15 00	AGGREGATE SURFACING	DV2-1

SECTION 32 15 00 AGGREGATE SURFACING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This Work shall consist of surface preparation, aggregate surfacing, and compaction for drive and turnarounds in accordance with these specifications and shall conform to dimensions, cross sections, and grades shown on Plans and established by Engineer.

1.02 RELATED WORK

- A. Section 31 22 00 – Grading.

1.03 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures.

1.04 UNIT PRICES MEASUREMENT AND PAYMENT

- A. Aggregate Base Class 5 – By the CY, includes loading, placing, preparing and compacting.
- B. Subgrade Preparation – payment by lump sum. No measurement will be made.

PART 2 - MATERIALS

2.01 AGGREGATE BASE AND SURFACING

- A. Aggregate shall be in accordance with Mn/DOT Specification 3138, shall consist of virgin crushed limestone, and shall meet modified gradation requirements for Class 5 as follows:

Sieve	Percent Passing
1"	100
¾"	90-100
No. 4	35-70
No. 40	10-35
No. 200	5-10

The material will be supplied by the City of Ramsey from the City-owned stockpile and shall be loaded, hauled, placed and compacted by the Contractor in accordance with this section.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

- A. Subgrade preparation shall consist of leveling, blading, balancing and compacting materials to meet tolerances of plus or minus 0.05 feet at any one point of reference where grades are provided.
- B. Engineer may elect to string line or board check tolerance standards prior to starting next operation.

C. Any soft or unsuitable material in subgrade shall be removed and replaced at the direction of the Engineer.

3.02 AGGREGATE SURFACE

- A. Work shall consist of construction of Class 5 aggregate surface to depth shown on the plans.
- B. Work and materials shall be in accordance with Mn/DOT Specification Section 2211 and 3138.
- C. Aggregate base shall be compacted per the specified density method.

PART 4 – METHOD OF MEASUREMENT

- 4.01 The Engineer will measure the aggregate base per Mn/DOT Specification 1901, "Measurement of Quantities". The Engineer will not deduct the mass or volume of water and admixtures.
- 4.02 Mass and Volume conversion tables are in the Mn/DOT Grading and Base Manual.

PART 5 – BASIS OF PAYMENT

- 5.01 The contract unit price for the accepted quantities of *Aggregate Surfacing* includes the costs of testing, placement and compaction.
- 5.02 The Owner will pay for aggregate base on the basis of the following schedule:

Item No.:	Item:	Unit:
2211.501	Aggregate Surfacing, Class	cubic yard [cubic meter]

END OF SECTION

ATTACHMENT 1

Original Construction Drawings dated
November 5, 2002, prepared by others
(Includes 103 Sheets)

SUNFISH EXPRESS FOR VANAK L.L.C.

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION

6401 WEST HIGHWAY 10 - CITY OF RAMSEY, MINNESOTA 55303

BC
DESIGN AND CONSTRUCTION L.L.C.
220 - 11TH AVENUE NE
TELEPHONE (763) 371-3000
FRIDLEY, MN 55423
FAX (763) 571-8885

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- A1.2 - SITE DETAILS
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- A5 - BUILDING SECTIONS
- A6.1 - WALL SECTIONS
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- PLUMB 1 - PLUMBING PLAN
- ELECT 1 - ELECTRICAL PLAN
- VEND 1 - VENDING AND VACUUM ISLAND

C-STORE/FOOD EQUIPMENT

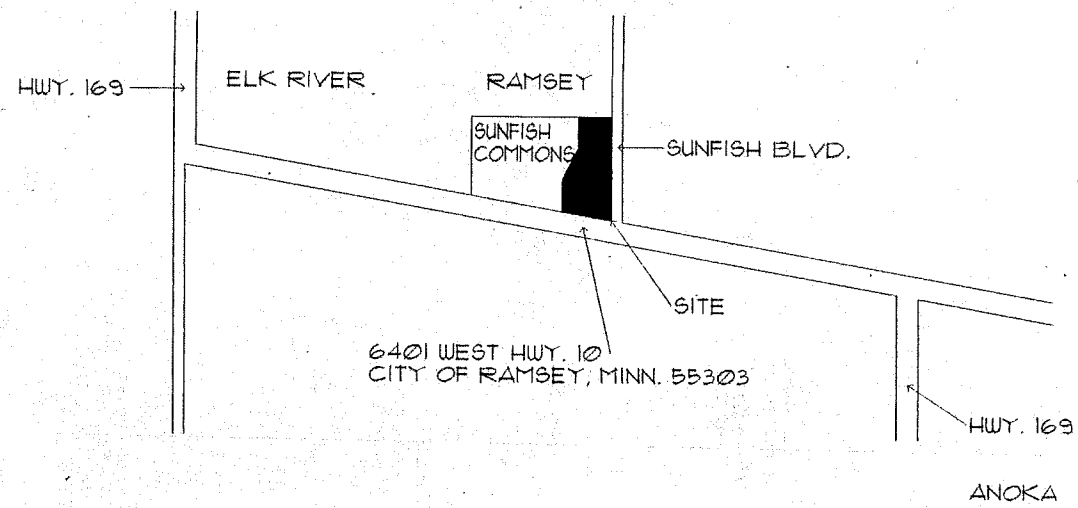
- EQUIP PLAN - EQUIPMENT LAYOUT & LIST

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR VANAK L.L.C.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

20 NOV 01 L
Date
1352
Reg. No.
I hereby certify that the site, preparation
of plans and specifications for the above
described project are the work of persons
named on these drawings as the basis of preparation
JACK VANAK

TITLE SHEET
comm. 2001.11.14
drawn by: jlv
checked: jlv
revised:

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LOCATION MAP







BURLINGTON NORTHERN RAILROAD COMPANY N 66°40'54" W 69.59'

B-3 HIGHWAY BUSINESS DISTRICT
FAST FOOD ESTABLISHMENTS
CAR WASH / C-STORE - PERMITTED USES

PARKING			
OCCUPANCY	ORDINANCE	REQUIRED	PROVIDED
FAST FOOD PROVISIONS FOR 1	1200 SF FT SPACE PER 3 SEATS REF 9-43	15	15
RETAIL	1 / 200 3498 SQ FT	18	24
FULL TIME (3) EMPLOYEES	1 / EMPLOYEE	3	3
CAR WASH	3 / SERVICE BAY	3	3
LOADING BERTH 10'x25'	PROVIDE LOADING BERTH	1	1

SITE:	11,784 SF.
BUILDING:	8,508 SF. (11.38%)
HARD SERVICE:	49,131 SF. (68.45%)
GREEN AREAS:	14,249 SF. (19.51%)

SYMBOLS TO SITE PLAN

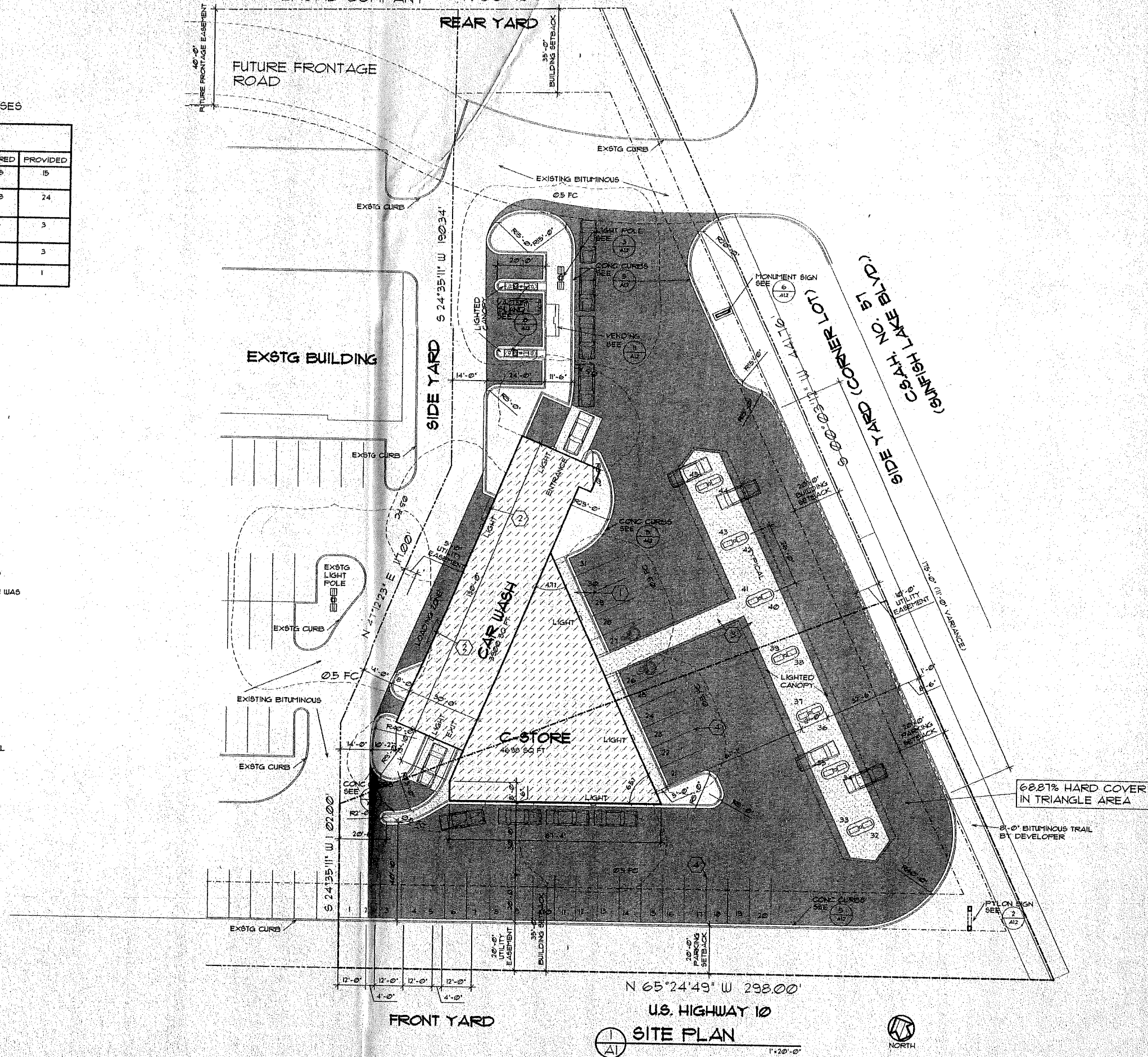
-  BITUMINOUS SURFACE - SEE CIVIL DRAWINGS
-  6" THICK CONC. DRIVE SEE CIVIL DRAWINGS W/ DEICING COILS BY PLUMBER
-  4" THICK CONC. SIDEWALK
-  BUILDING

SITE PLAN NOTES

LEGAL DESCRIPTION: SEE SURVEY
SEE CIVIL DRAWINGS FOR SITE GRADING, DRAINAGE, AND UTILITIES.
THE DATA USED IN THE PREPARATION OF THIS SITE PLAN WAS OBTAINED FROM A SURVEYORS CERTIFICATE BY JOHN OLIVER & ASSOCIATES, INC.

SITE PLAN KEY NOTES

- 1 4" THICK CONCRETE SIDEWALK WITH MESH BROOM FINISH.
- 2 BITUMINOUS RAMP AT DELIVERY DOOR SEE PLAN SHEET A-2
- 3 CONCRETE SIDEWALK & PUMP PAD WITH MESH BROOM FINISH - SEE CIVIL
- 4 4' WIDE PARKING STALL STRIPPING TYPICAL STALL DIMENSION 9' X 20'.



N 65°24'49" W 298.00'
U.S. HIGHWAY 10
SITE PLAN
1"=20'-0"



EG
DESIGN AND CONSTRUCTION LLC.
220 W. 11TH AVENUE
FRIDLEY, MN 55432
TELEPHONE (612) 571-9000 FAX (612) 571-8885

NEW CAR WASH & CONVENIENCE STORE FOR:
RAJA DEVELOPMENT
SUNFISH COMMONS
RAMSEY, MINNESOTA

21 JULY 2012
Date
Reg. No. 9352
I hereby certify that the information furnished on this plan is true and correct to the best of my knowledge and belief, and that I am a duly licensed professional engineer in the State of Minnesota.
John C. Olson
Professional Engineer

SITE PLAN
Date 7/18/12
Checked by JLO
Revised

A
1

BURLINGTON NORTHERN RAILROAD COMPANY N 66°40'54" W 69.59'

B-3 HIGHWAY BUSINESS DISTRICT
FAST FOOD ESTABLISHMENTS
CAR WASH / C-STORE - PERMITTED USES

PARKING			
OCCUPANCY	ORDINANCE	REQUIRED	PROVIDED
FAST FOOD	1200 SF FT	15	15
PROVISIONS FOR 1	SPACE PER 3 SEATS, REF. 9-3		
RETAIL	1 / 200' 3498 SQ. FT	18	24
FULL TIME (3) EMPLOYEES	1 / EMPLOYEE	3	3
CAR WASH	3 / SERVICE BAY	3	3
LOADING BERTH 10'x25'	PROVIDE LOADING BERTH	1	1

40 REQUIRED 46 PROVIDED

SITE:	1,184 SF.
BUILDING	8,583 SF. (11.98%)
HARD SERVICE:	47,051 SF. (65.54%)
GREEN AREAS:	16,150 SF. (22.48%)

SYMBOLS TO SITE PLAN

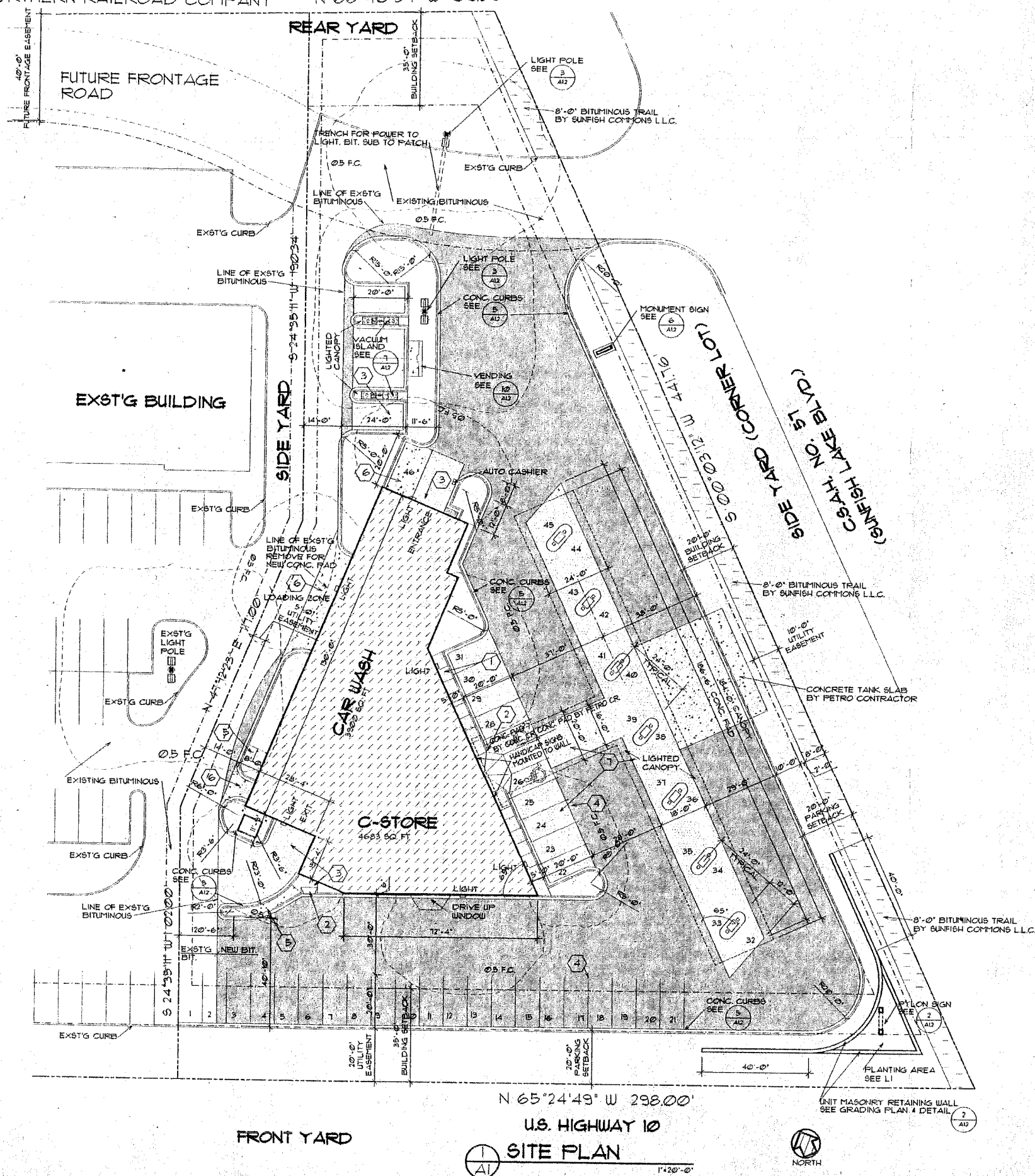
- EXISTING BITUMINOUS SURFACE
- BITUMINOUS SURFACE - SEE CIVIL DRAWINGS
- NEW BITUMINOUS TRAIL N.I.C.
- 6" THICK CONC. DRIVE, 4" THICK CONC. SIDEWALK - SEE CIVIL DRAWINGS W/ DE-ICING COILS BY PLUMBER.
- 6" THICK CONC. DRIVE
- BUILDING

SITE PLAN NOTES

LEGAL DESCRIPTION: SEE SURVEY
SEE CIVIL DRAWINGS FOR SITE GRADING, DRAINAGE, AND UTILITIES.
THE DATA USED IN THE PREPARATION OF THIS SITE PLAN WAS OBTAINED FROM A SURVEYOR'S CERTIFICATE BY JOHN OLIVER & ASSOCIATES, INC. - 9/21/02
SOIL BORING BY STS CONSULTANTS LTD DATED 1/11/00

SITE PLAN KEY NOTES

- ① 4" THICK CONCRETE SIDEWALK WITH MESH BROOM FINISH, BY CONC. SUB CONTRACTOR RIGID INSUL. AND DE-ICING CABLE BY PLUMBER
- ② CONCRETE HANDICAP RAMP PER CODE
- ③ 6" THICK CONCRETE SIDEWALK OR DRIVE WITH MESH BROOM FINISH - BY CONC. SUB CONTRACTOR RIGID INSUL. AND DE-ICING CABLE BY PLUMBER
- ④ 4" WIDE PARKING STALL STRIPPING TYPICAL STALL DIMENSION 8' X 20'
- ⑤ 4" THICK CONCRETE SIDEWALK WITH MESH BROOM FINISH, BY CONC. SUB CONTRACTOR
- ⑥ 6" THICK CONCRETE DRIVE WITH MESH BROOM FINISH - BY CONC. SUB CONTRACTOR
- ⑦ 6" THICK CONCRETE PUMP PAD OR DRIVE WITH MESH BROOM FINISH - BY CONC. SUB CONTRACTOR AND PETRO SUPPLIER SEE PLANS FOR SEPARATION RIGID INSUL. AND DE-ICING CABLE BY PLUMBER



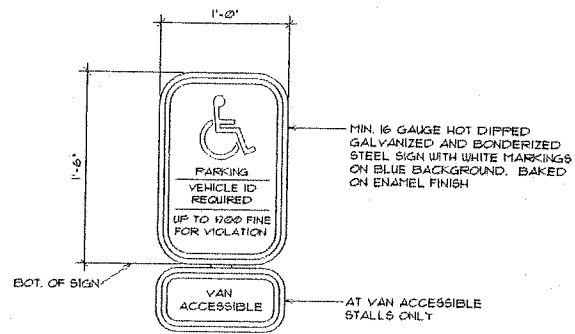
BC
DESIGN AND CONSTRUCTION LLC.
210 S. TULLY AVENUE
TEL: (612) 511-3000
FAX: (612) 511-3665

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH LAKE BLVD. PROJECT
FOR: VANAK LLC.
RIVERSIDE, MINNESOTA

Date: Reg. No. 120701
I hereby certify that this plan, specification or report was prepared and checked by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

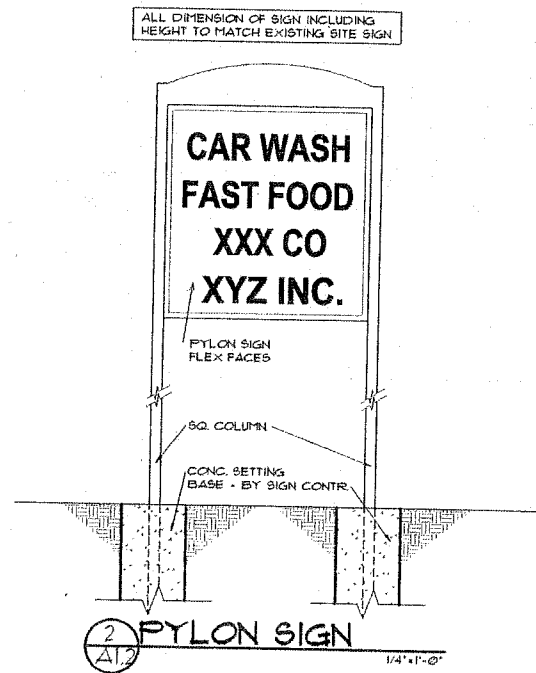
SITE PLAN
John J. Jelle 120701
drawing checked JLO

A
11

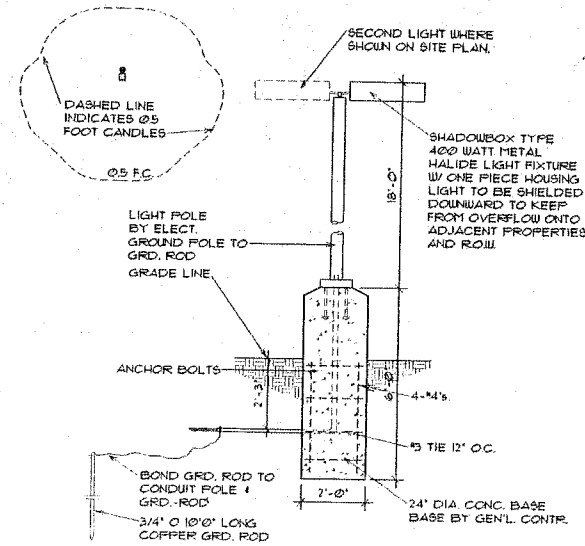


MOUNT SIGN TO WALL AS DIRECTED ON JOB SITE

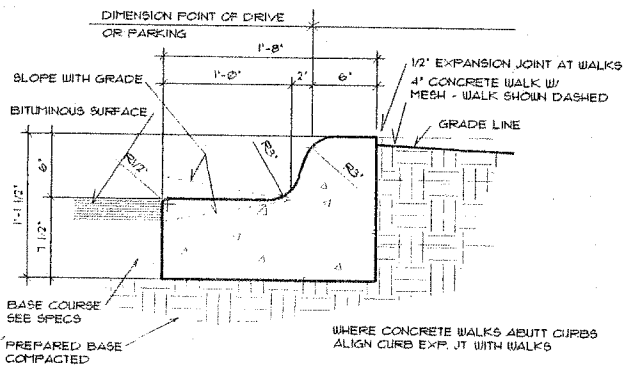
1 HANDICAP PARKING SIGN 1 1/2" x 1'-0"



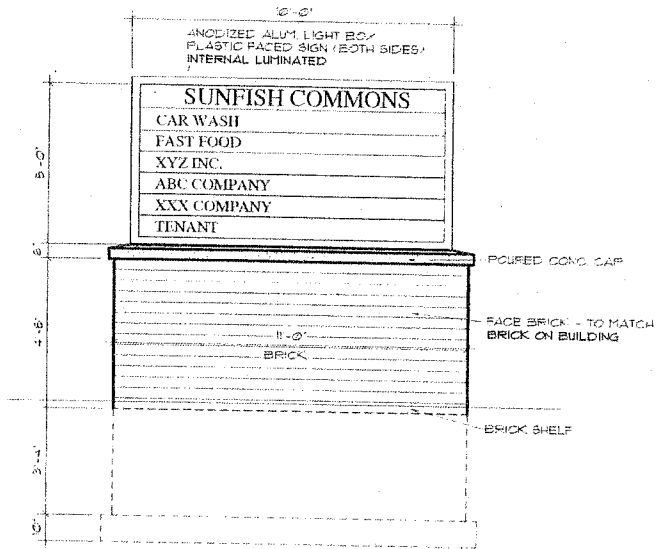
2 PYLON SIGN 1/4" x 1'-0"



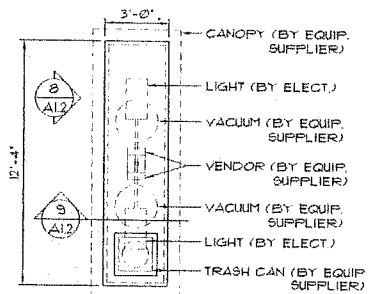
3 SITE LIGHT POLE DETAIL 3/8" x 1'-0"



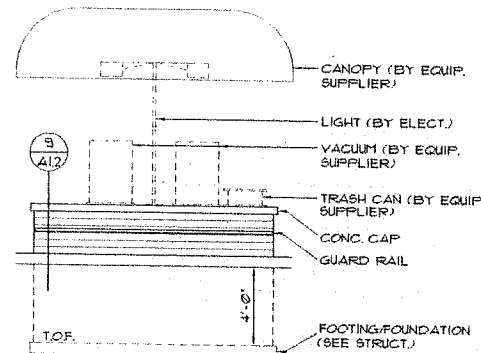
5 CONCRETE CURB - MNDOT B612 1 1/2" x 1'-0"



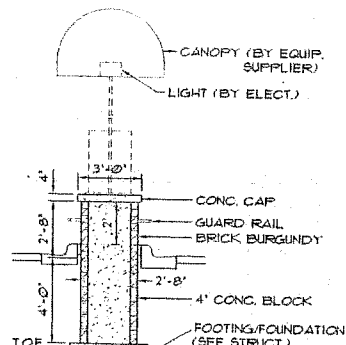
6 MONUMENT SIGN DETAIL 3/8" x 1'-0"



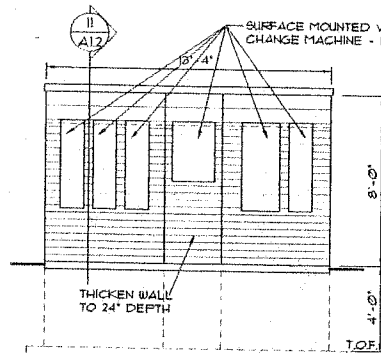
7 PLAN - VACUUM ISLAND 1/4" x 1'-0"



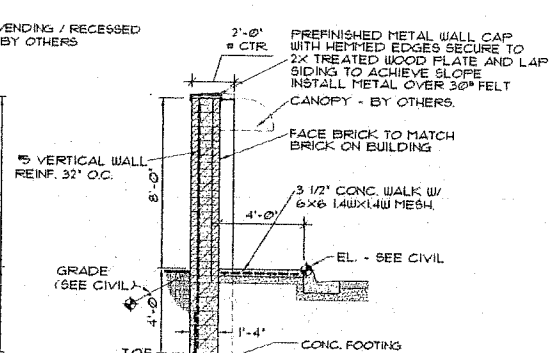
8 ELEV. VACUUM ISLAND 1/4" x 1'-0"



9 SECTION VACUUM ISLAND 1/4" x 1'-0"



10 ELEV. VENDING ISLAND 1/4" x 1'-0"







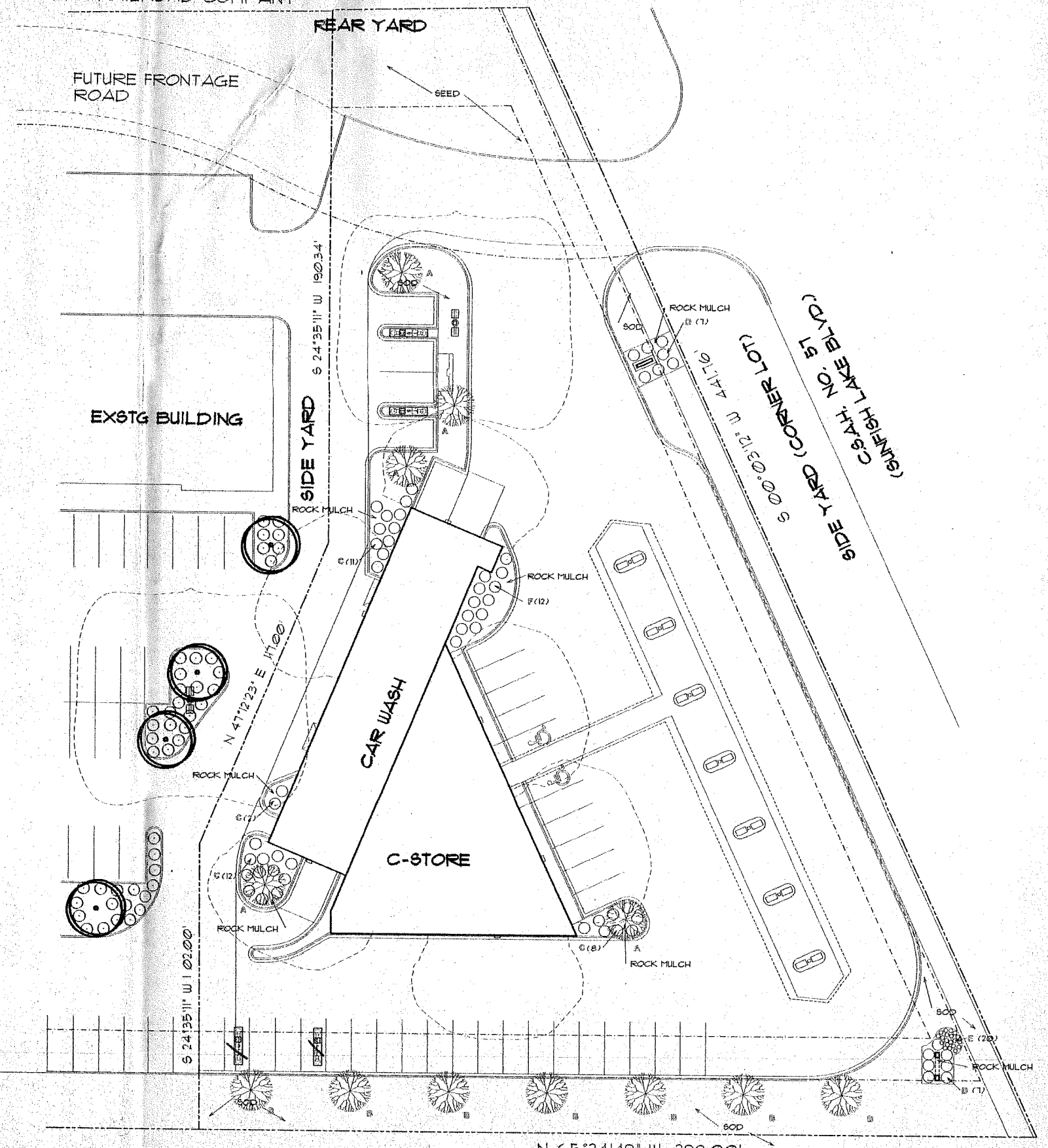
11 SECTION VENDING ISLAND 1/4" x 1'-0"

BURLINGTON NORTHERN RAILROAD COMPANY N 66°40'54" W 69.59'

PLANT MATERIAL SCHEDULE					
QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT TYPE
5	A	GLEDITSIA TRIACANTHOS 'INERMIS' 'SKYCOLE'	SKYLINE LOCUST	2 1/2'	BB
1	B	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	2 1/2'	BB
33	C	SPIREA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	3 GAL	
7	D	JUNIPERUS SABINA 'CALGARY CARPET'	CALGARY CARPET JUNIFER	2 GAL	
20	E	HERMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO LILY	1 GAL	
12	F	CORNUS SERICEA 'BAILEY'	REDTUNG DOGWOOD	3 GAL	
GROUND COVER: 3/4" TO 1 1/2" MULTI COLOR ROCK MULCH OVER LANDSCAPE FABRIC VINYL EDGING NEXT TO SODDED AREAS					

TREE SYMBOLS

-  EXISTING DECIDUOUS TREES
EXISTING SHRUBS
-  NEW EVERGREEN TREE
-  NEW DECIDUOUS TREE
-  NEW SHRUBS AS NOTED



N 65°24'49" W 298.00'
U.S. HIGHWAY 10
LANDSCAPE PLAN
1"=20'-0"

EG
DESIGN AND CONSTRUCTION LLC.
230 - 11TH AVENUE NE
FRIEDLEY, MN 55123
TELEPHONE (612) 571-5020
FAX (612) 571-5025

NEW CAR WASH & CONVENIENCE STORE FOR
RAJA DEVELOPMENT
SUNFISH COMMONS
RAYSEY, MINNESOTA

21JULY02 9352
Date Reg. No.
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.
STEVE COOPER

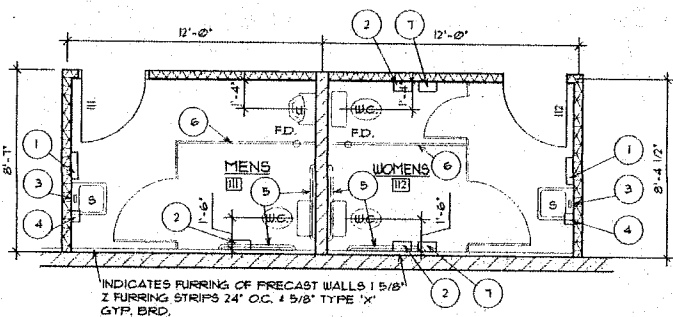
LANDSCAPE PLAN
DATE 7/2/02
DRAWN GVS CHECKED JLO
REVISED

L 1

BATH ACCESSORIES

MOUNTING HEIGHTS - SEE 1/A10

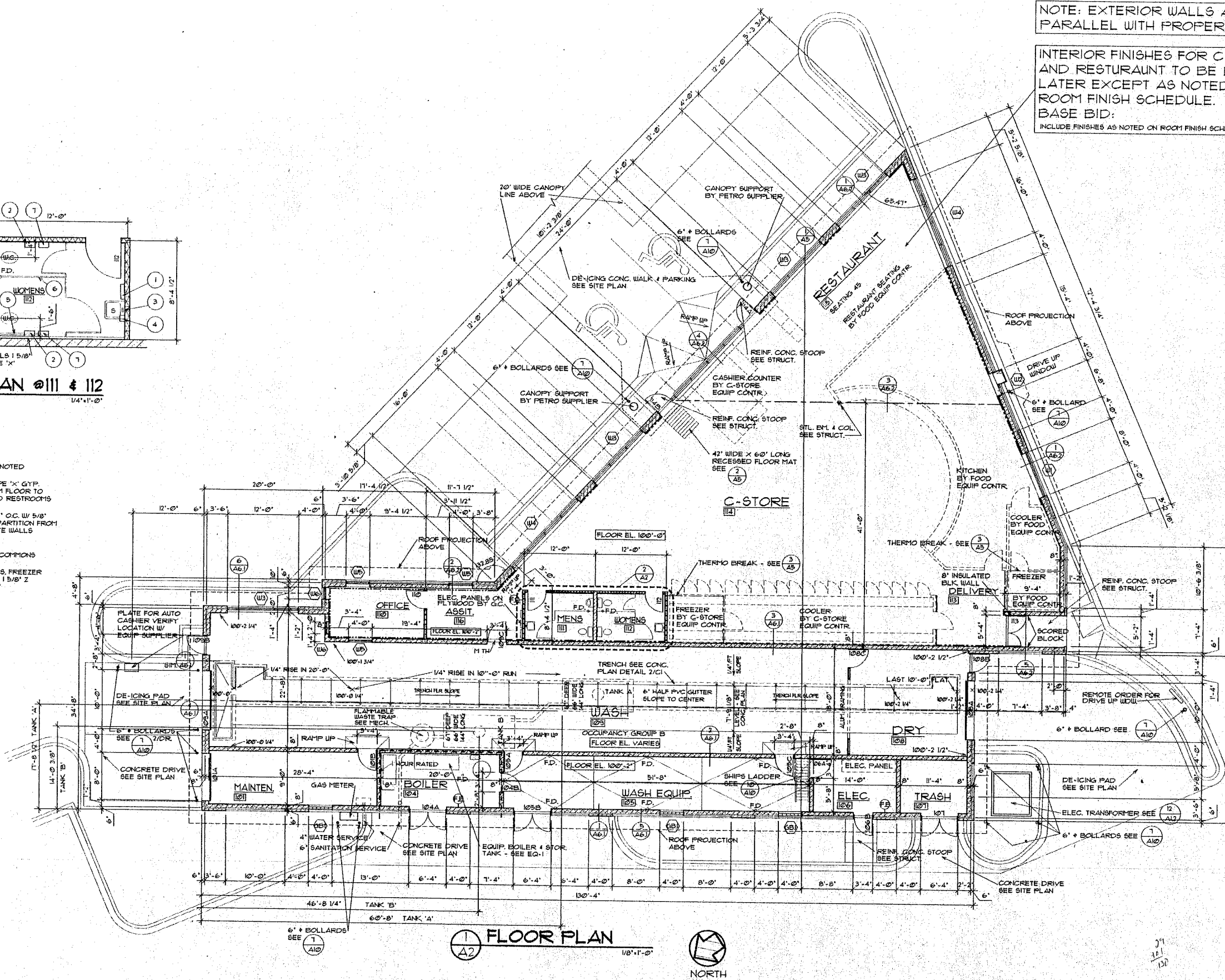
- 1 PAPER TOWEL DISPENSER (WALL MOUNTED)
- 2 TISSUE PAPER HOLDER
- 3 24"x36" STAINLESS STEEL FRAMED MIRROR
- 4 SOAP DISPENSER - WALL MOUNTED
- 5 GRAB BARS - SEE 4/A10
- 6 METAL TOILET STALLS
- 7 NAPKIN DISPOSAL



2 BLOW-UP PLAN @ III & II2
1/4"=1'-0"

WALL SYMBOLS

- UNIT MASONRY WALLS - THICKNESS AS NOTED
- 3 5/8" METAL STUDS 16" O.C. W/ 5/8" TYPE 'X' GYP. BRD. BOTH SIDES, RUN PARTITION FROM FLOOR TO DECK ABOVE. INSULATE WALLS AROUND RESTROOMS
- 3 5/8" METAL STUDS PLUMBING WALL 16" O.C. W/ 5/8" TYPE 'X' GYP. BRD. BOTH SIDES, RUN PARTITION FROM FLOOR TO DECK ABOVE. INSULATE WALLS AROUND RESTROOMS
- FACE BRICK - 4X12 TO MATCH SUNFISH COMMONS
- INDICATES FURRING OF EXTERIOR WALLS, FREEZER WALLS & COOLER WALLS (WHERE SHOWN) 1 5/8" Z FURRING STRIPS 24" O.C. & 5/8" TYPE 'X' GYP. BRD.
- ONE HOUR RATED WALL



1 FLOOR PLAN
1/8"=1'-0"

NOTE: EXTERIOR WALLS ARE SET PARALLEL WITH PROPERTY LINES

INTERIOR FINISHES FOR C-STORE AND RESTAURANT TO BE BID LATER EXCEPT AS NOTED IN ROOM FINISH SCHEDULE.
BASE BID:
INCLUDE FINISHES AS NOTED ON ROOM FINISH SCHEDULE

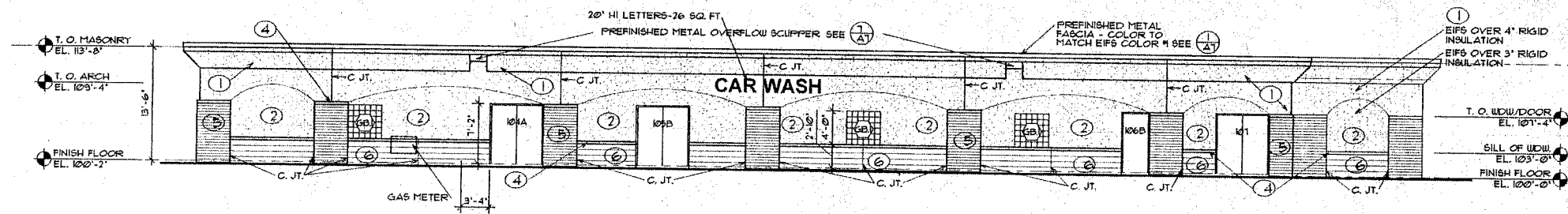
BC
DESIGN AND CONSTRUCTION LLC.
120 S. 11TH AVENUE NE
FREDLEY, MN 55433
TELEPHONE (763) 571-3000
FAX (763) 571-8883

C-STORE FAST FOOD CAR WASH AND GAS STATION
SUNFISH EXPRESS
FOR VANAK LLC.
640 WEST HIGHWAY 16, CITY OF RAMSEY, MINN 55503

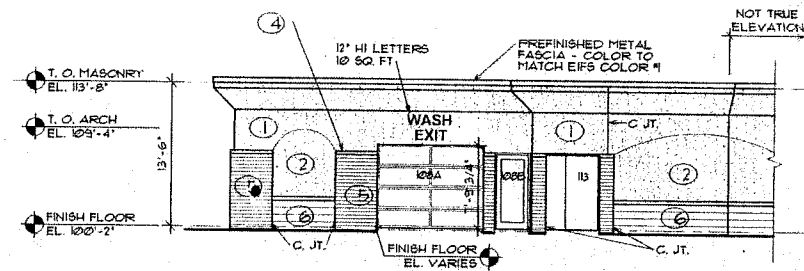
20 MAY 07 Date
1352 Reg. No.
I hereby certify that this plan, specification, contract and program were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
J. K. L. L. L.

FLOOR PLAN
comm. data
drawn & checked J.L.O.
revised

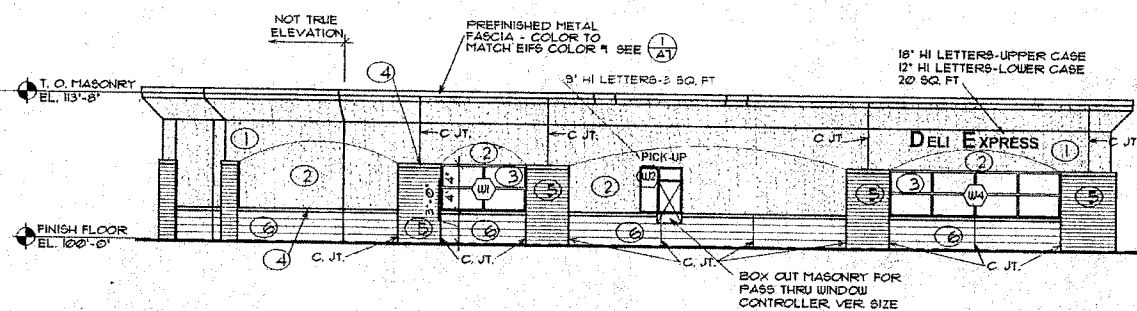
A 2



1 NORTHWEST ELEVATION
1/8"=1'-0"

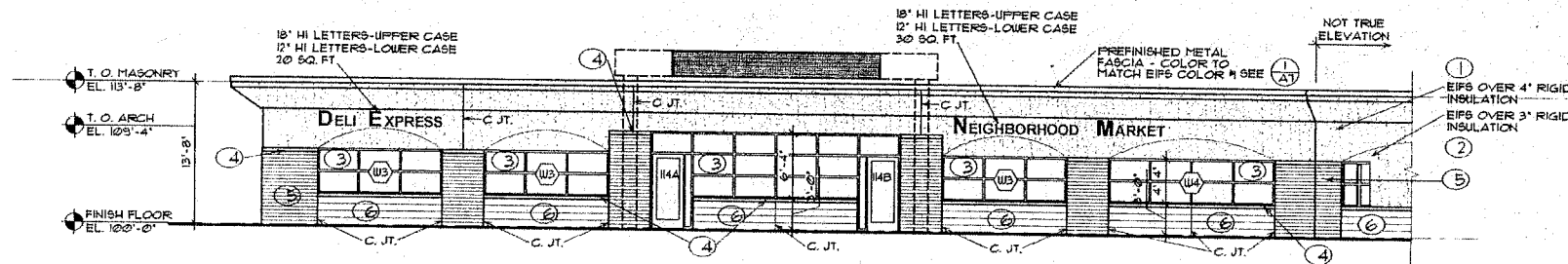


2 SOUTHWEST ELEVATION
1/8"=1'-0"

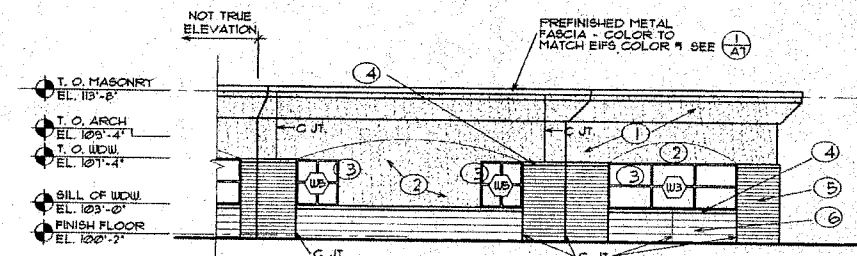


3 SOUTH ELEVATION
1/8"=1'-0"

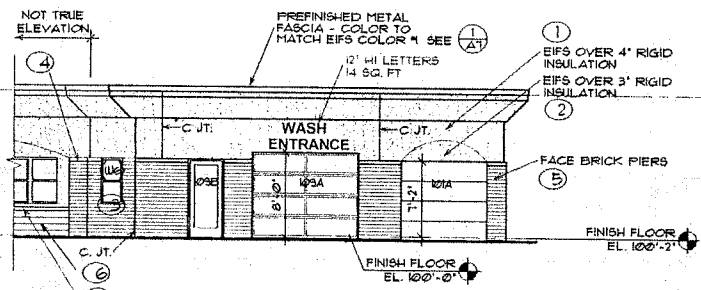
KEY NOTES	
1	EIFS COLOR #1
2	EIFS COLOR #2
3	KYNAR PREFINISHED ALUM FRAME W/ CLEAR LOW-E INSULATED GLAZING
4	4X16 SMOOTH INTEGRAL COLOR CMU GILL
5	4X12 FACE BRICK - COLOR TO MATCH SUNFISH COMMONS MALL
6	6X16 SCORED INTEGRAL COLOR BURNISHED CMU



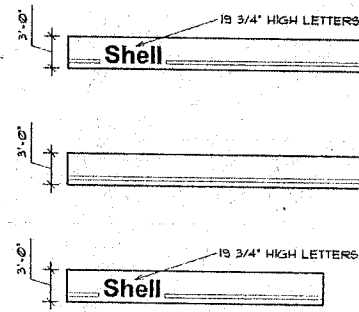
4 EAST ELEVATION
1/8"=1'-0"



5 SOUTHEAST ELEVATION
1/8"=1'-0"



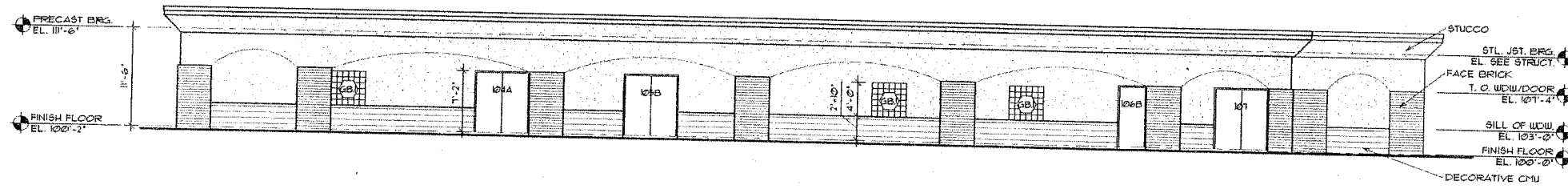
6 NORTHEAST ELEVATION
1/8"=1'-0"



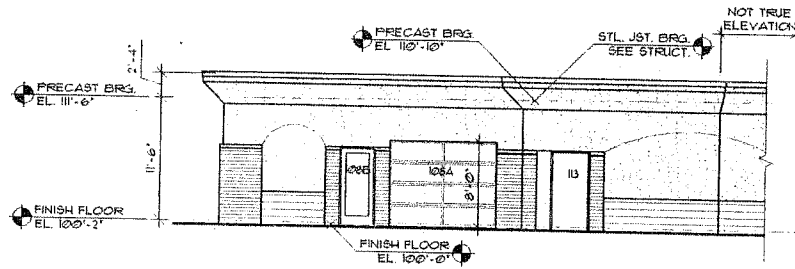
7 EAST ELEVATION OF CANOPY
1/8"=1'-0"

8 WEST ELEVATION OF CANOPY
1/8"=1'-0"

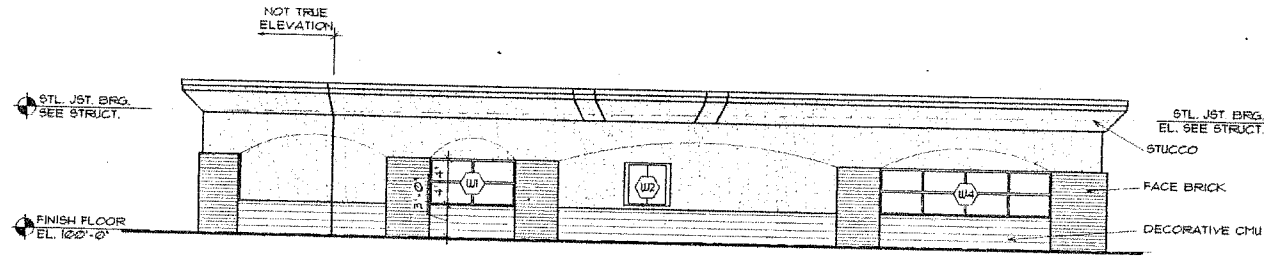
9 SOUTH ELEVATION OF CANOPY
1/8"=1'-0"



1 NORTHWEST ELEVATION
1/8"=1'-0"



2 SOUTHWEST ELEVATION
1/8"=1'-0"



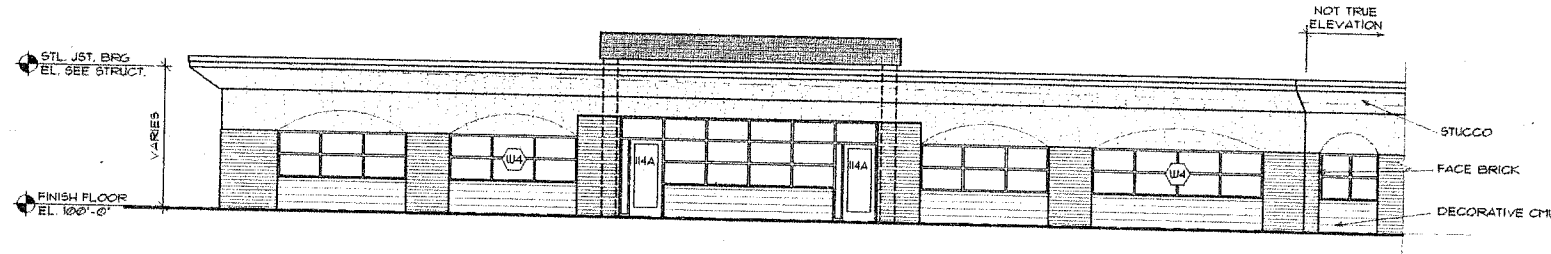
3 SOUTH ELEVATION
1/8"=1'-0"

CONSTRUCTION MATERIALS

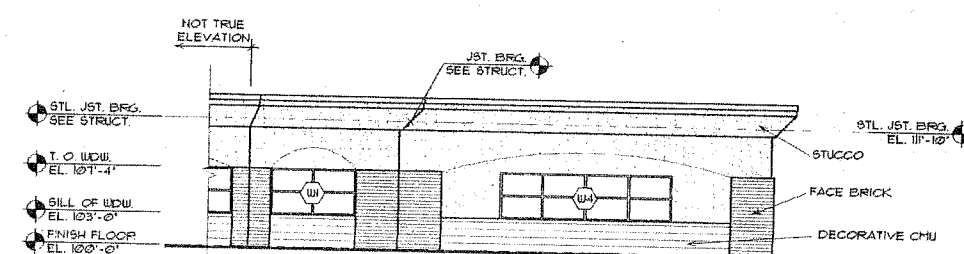
STRUCTURE:
WALLS - PRECAST INSULATED WALL PANELS
CAR WASH - PRECAST ROOF FLANK
C-STORE - STEEL JOISTS

EXTERIOR FINISHES:
STUCCO (EIFS)
FACE BRICK
DECORATIVE CMU

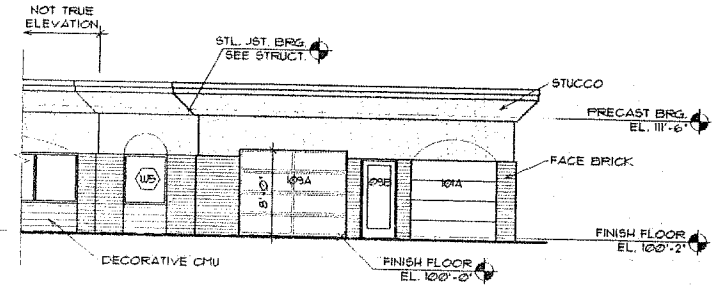
MISCELLANEOUS MATERIALS:
EPDM SINGLE PLY ROOF MEMBRANE
CONCRETE SLAB ON GRADE



4 EAST ELEVATION
1/8"=1'-0"



5 SOUTHEAST ELEVATION
1/8"=1'-0"



6 NORTHEAST ELEVATION
1/8"=1'-0"

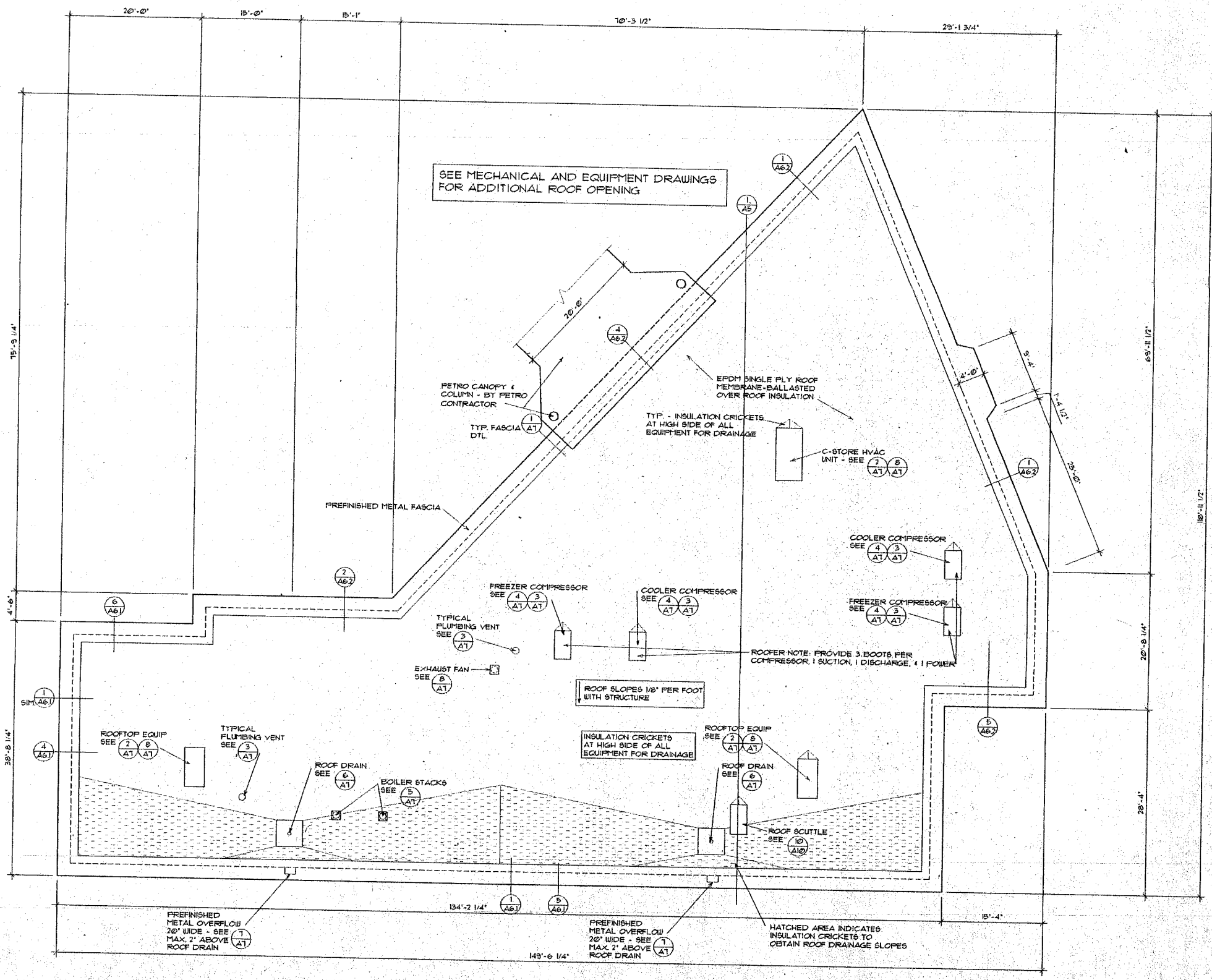
DESIGN AND CONSTRUCTION LLC.
220 - 11TH AVENUE NE
PRIDLEY, MN 55401
TELEPHONE (763) 571-5000
FAX (763) 571-8863

C-STORE FAST FOOD, CAR WASH AND GAS STATION
SUNFISH LAKE BLVD. PROJECT
FOR: VANAK LLC
RAMSEY, MINNESOTA

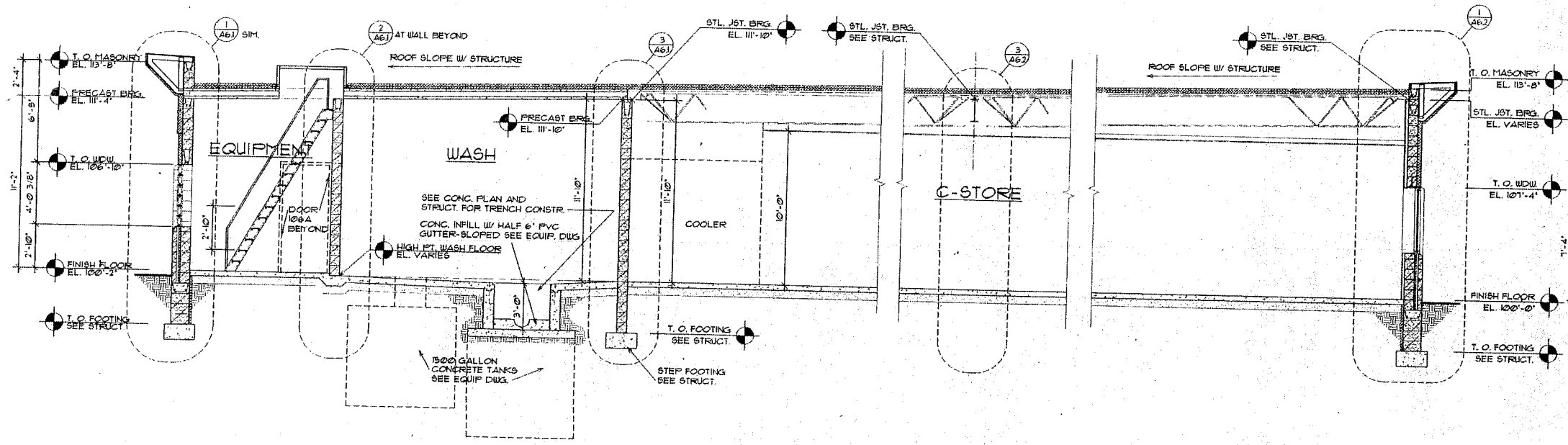
Date 11/20/10
Reg. No. 9392
I hereby certify that this plan, specification, contract or other document was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.
JAVIL CONVEK

ELEVATIONS
COMM. CODE - DATE 3/20/11
DRAWN/GAS checked JLC
REVISED

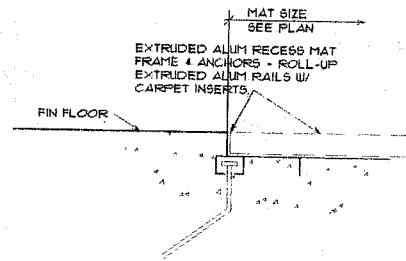
A 3



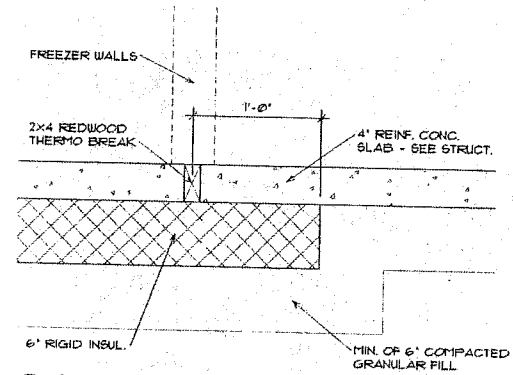
1 ROOF PLAN
A4 1/8" = 1'-0"



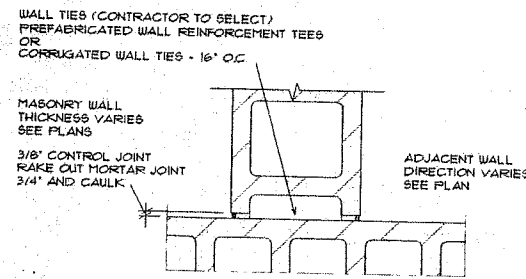
1 BUILDING SECTION
1/4" = 1'-0"



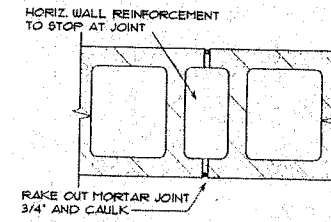
2 RECESSED FLR. MAT
1/2" = 1'-0"



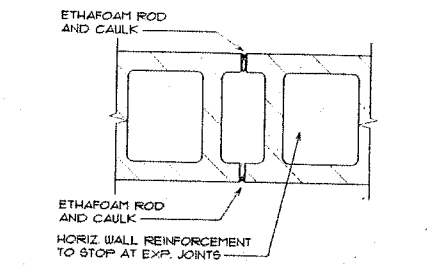
3 FREEZER THERMO BREAK
1/2" = 1'-0"



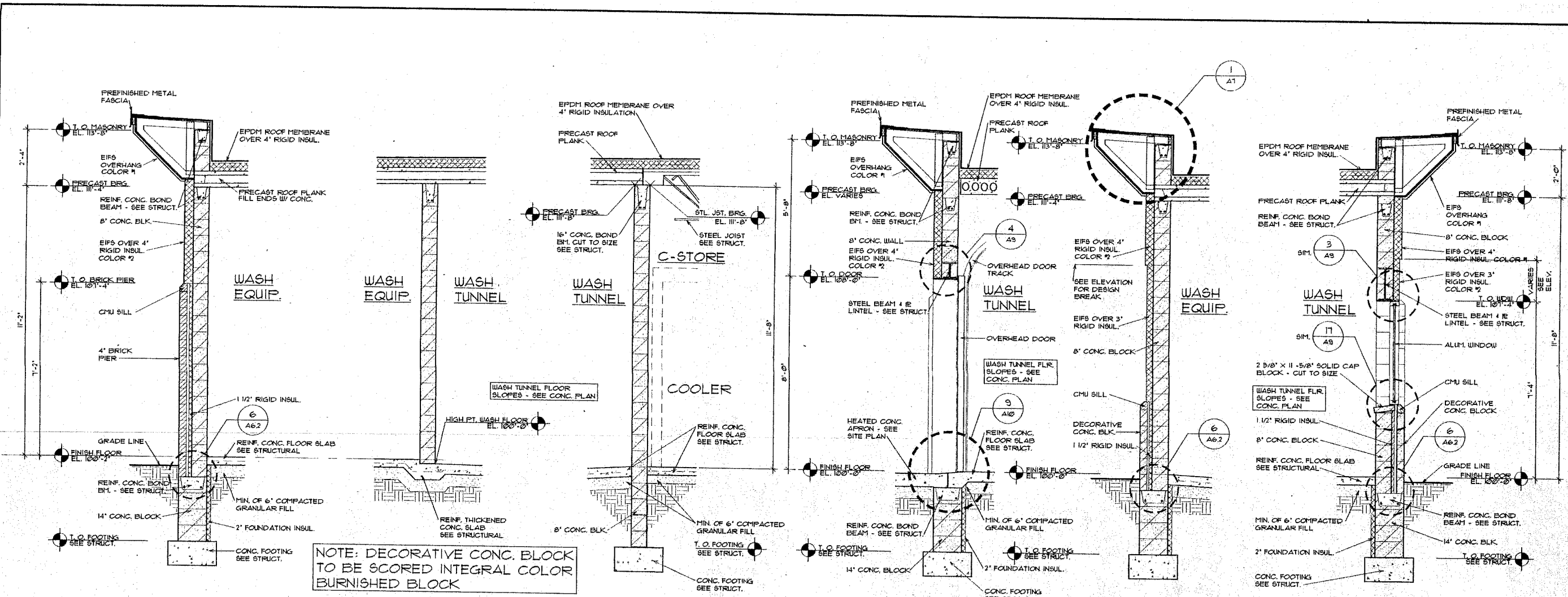
4 MASONRY WALL JOINT
1/2" = 1'-0"



5 TYPICAL CONTROL JOINT
1/2" = 1'-0"



6 TYPICAL EXPANSION JOINT
1/2" = 1'-0"



NOTE: DECORATIVE CONC. BLOCK TO BE SCORED INTEGRAL COLOR BURNISHED BLOCK

1 WALL SECTION
A6.1 • BRICK PIERS 1/2" x 1'-0"

2 WALL SECTION
A6.1 1/2" x 1'-0"

3 WALL SECTION
A6.1 INTERIOR BEARING 1/2" x 1'-0"

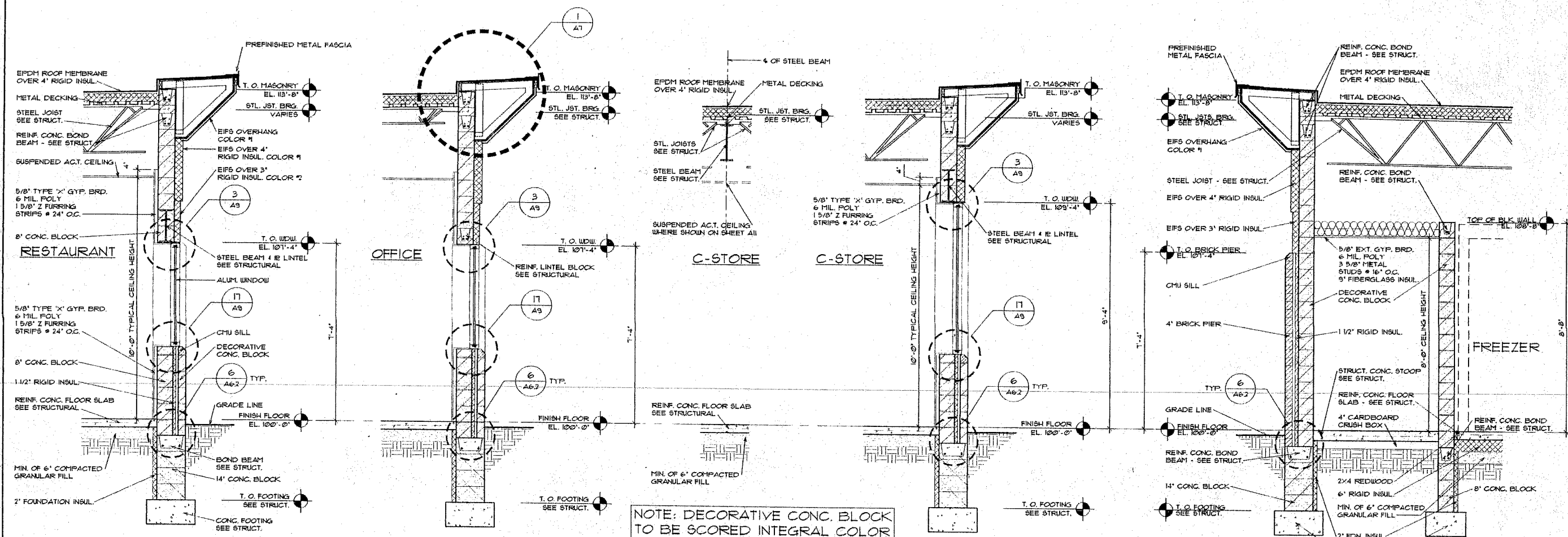
4 WALL SECTION
A6.1 SECTIONAL DOOR 1/2" x 1'-0"

5 WALL SECTION
A6.1 TYPICAL CAR WASH 1/2" x 1'-0"

6 WALL SECTION
A6.1 WASH WINDOW 1/2" x 1'-0"

10/24/07 Date
1352 Reg. No.
I hereby certify that this plan specification or drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
MILLER

WALL SECTIONS
comm. 02/13/08 date 10/24/07
draun/evs checked JLL
revised 2/16/08



NOTE: DECORATIVE CONC. BLOCK TO BE SCORED INTEGRAL COLOR BURNISHED BLOCK

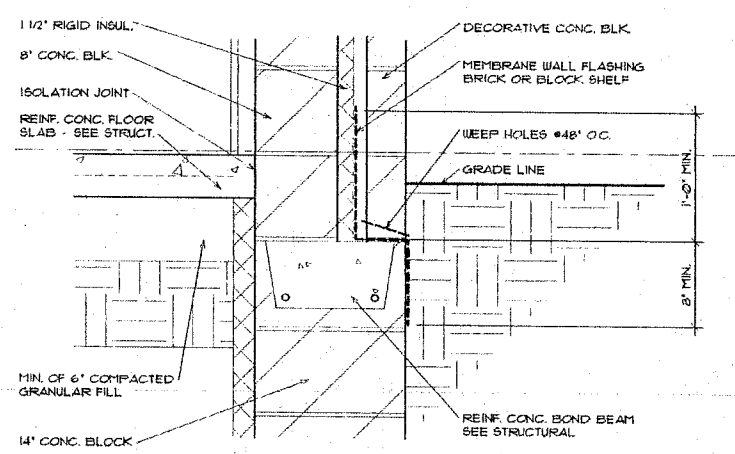
1 WALL SECTION
A6.2 C-STORE WINDOW 1/2"x1'-0"

2 WALL SECTION
A6.2 OFFICE WINDOW 1/2"x1'-0"

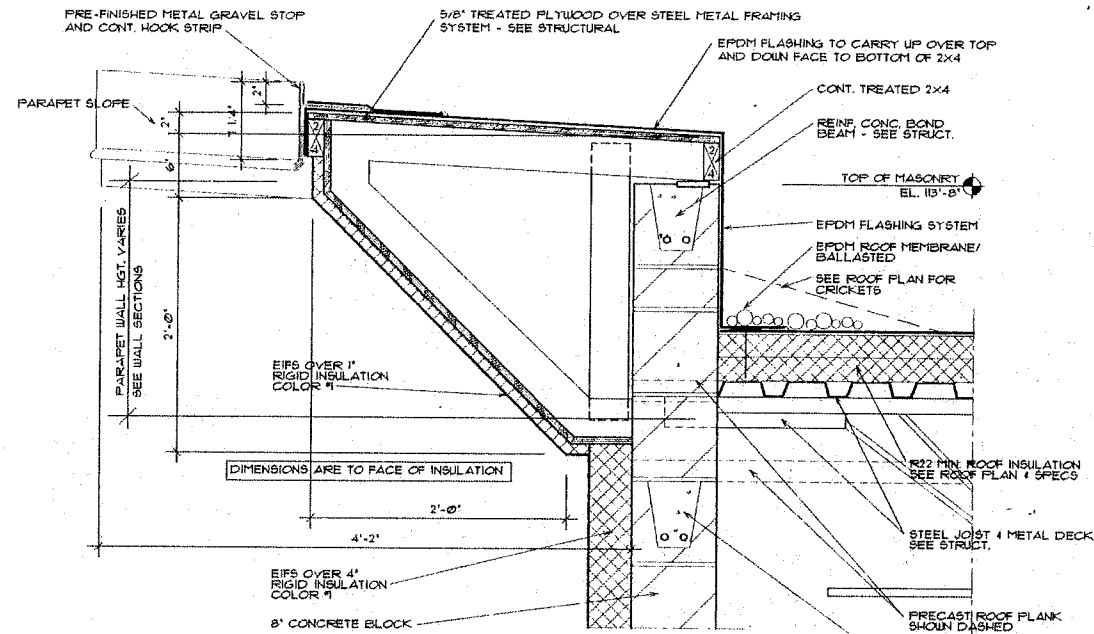
3 WALL SECTION
A6.2 CENTER BEARING 1/2"x1'-0"

4 WALL SECTION
A6.2 ENTRANCE WINDOW 1/2"x1'-0"

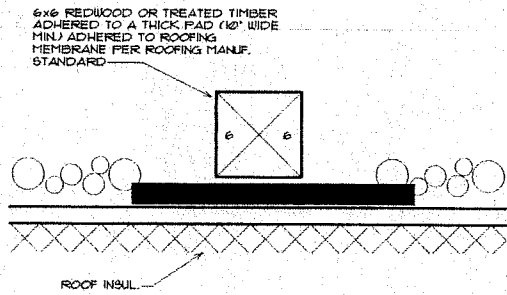
5 WALL SECTION
A6.2 ENTRY DOOR 113 1/2"x1'-0"



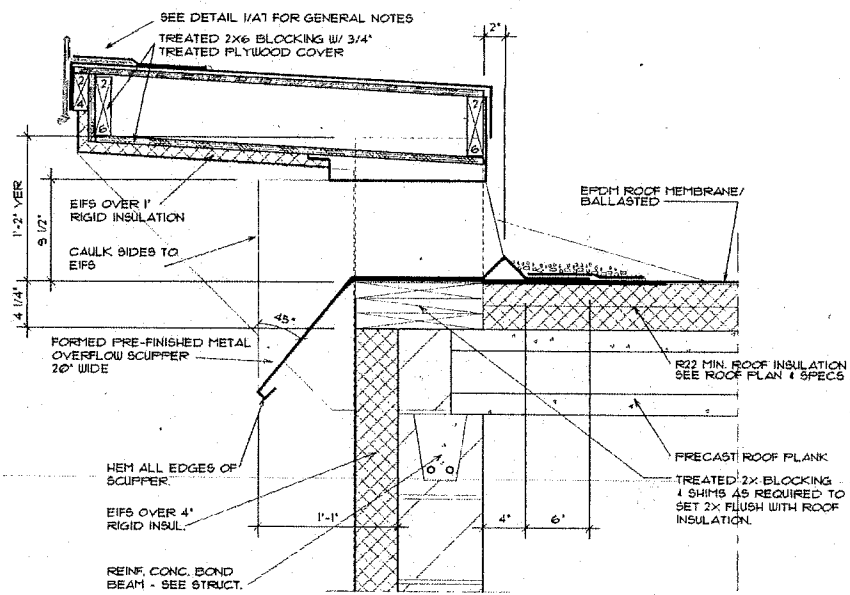
6 SILL DETAIL
A6.2 1/2"x1'-0"



1 TYPICAL FASCIA DETAIL 1 1/2" x 1'-0"

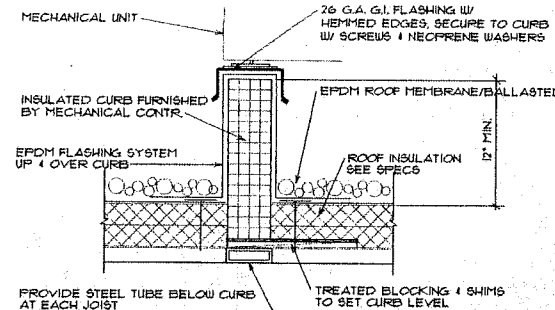


4 PIPE/CONDUIT SUPPORT/CONDENSING CURB 3" x 1'-0"

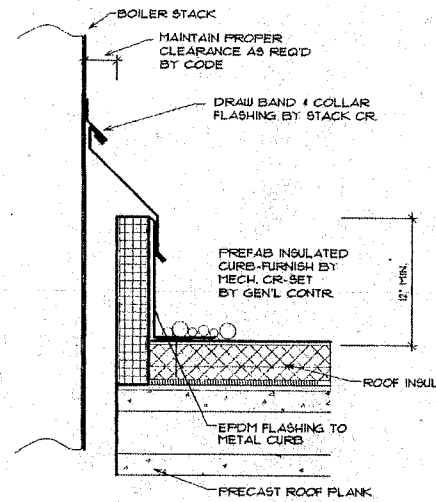


NOTE: OVERFLOW SCUPPER WIDTH TO BE 16"

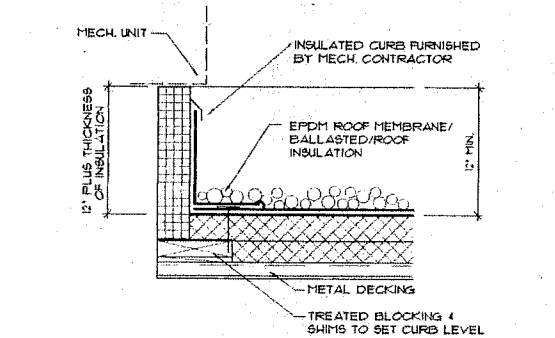
7 OVERFLOW SCUPPER DETAIL 1 1/2" x 1'-0"



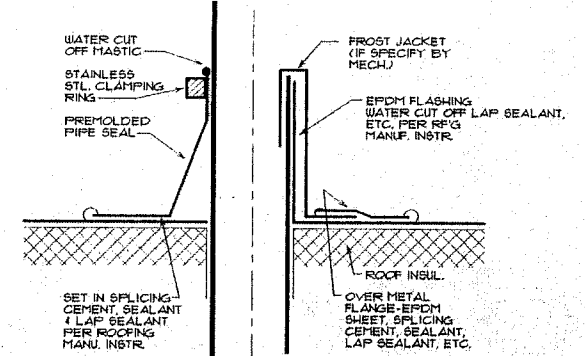
2 MECHANICAL EQUIPMENT CURB DETAIL 1 1/2" x 1'-0"



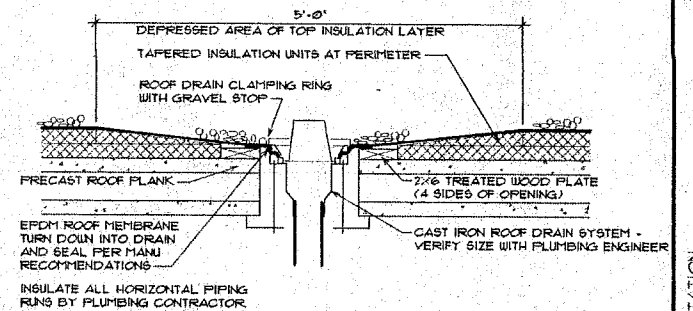
5 BOILER STACK CURB 1 1/2" x 1'-0"



8 HVAC EQUIP CURB DETAIL 1 1/2" x 1'-0"



3 ROOF PENETRATION FLASHING @ CONDUIT, TUBES, PIPES, ETC. 1 1/2" x 1'-0"



6 ROOF DRAIN DETAIL 1'-0"

BC
DESIGN AND CONSTRUCTION LLC.
230 S. 7TH AVENUE NE
MINNAPOLIS, MN 55412
TELEPHONE (763) 571-3000
FAX (763) 571-3003

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: YANAK LLC.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55003

20NOV02 Date
4352 Reg. No.
I hereby certify that the plans specifications and contract documents were prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.
J. K. L. O'Neil

ROOFING DETAILS
COMMERCIAL USE
checked JLO
revised 9/16/02

A T

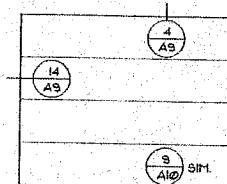
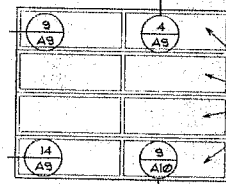
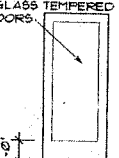
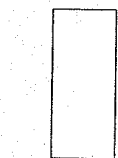
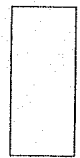
ABBREVIATIONS TO SCHEDULE

V.C.T. VINYL COMPOSITION TILE
 CONC. CONCRETE
 C.T. CERAMIC TILE
 R.F.F. REINF. FIBERGLASS PANELS
 EXP. BLK. EXPOSED BLOCK
 54H SAN. BASE
 SEALER + HARDENER SAUTINATION BASE
 GYP. BRD. GYPSUM BOARD

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR		BASE		WALLS				CEILING			REMARKS	
		MAT'L	FINISH	MAT'L	FINISH	MAT'L	FINISH	MAT'L	FINISH	DIR.	MAT'L	FINISH		HGT.
101	MAINTENANCE	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"	X
102	NOT USED	X	X	X	NOT	USED	X	X	X	X	NOT	USED	X	X
103	NOT USED	X	X	X	NOT	USED	X	X	X	X	NOT	USED	X	X
104	BOILER	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"	X
105	WASH EQUIP.	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"	X
X	X	X	X	X	X	X	X	X	X	X	X	X	11'-4"	X
106	ELEC.	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"	X
107	TRASH	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"	X
108	DRY	CONC.	54H	BLK.	EPOXY	BLK.	EPOXY	X	X	X	PRECAST	X	12'-0"	X
109	WASH	CONC.	54H	BLK.	EPOXY	BLK.	EPOXY	X	X	X	PRECAST	X	12'-0"	X
110	OFFICE	CONC.	V.C.T.	GYP. BRD.	VINTL.	GYP. BRD.	PAINT	X	X	X	ACT. FACTORY	8'-0"	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
111	MENS	CONC.	C.T.	GYP. BRD.	SAN. BASE	GYP. BRD.	CT. WANSBOT	GYP. BRD.	PAINT	X	ACT. FACTORY	8'-0"	X	C.T. WANSBOT TO 4'-0"/PAINT ABOVE
112	WOMENS	CONC.	C.T.	GYP. BRD.	SAN. BASE	GYP. BRD.	CT. WANSBOT	GYP. BRD.	PAINT	X	ACT. FACTORY	8'-0"	X	C.T. WANSBOT TO 4'-0"/PAINT ABOVE
113	DELIVERY	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	ACT. FACTORY	10'-0"	X	X
114	C-STORE	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	ACT. FACTORY	10'-0"	X	X
115	RESTAURANT	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	ACT. FACTORY	10'-0"	X	GYP. BRD. SOFFIT OVER CHECK OUT
116	ASSISTANT	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	ACT. FACTORY	9'-0"	X	GYP. BRD. SOFFIT

1" INSULATED TEMPERED GLASS AT EXTERIOR DOORS
 1/4" CLEAR GLASS TEMPERED AT INTERIOR DOORS.



FLUSH FIBERGLASS 1 3/4" THICK

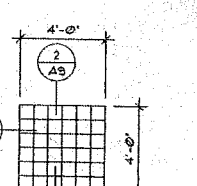
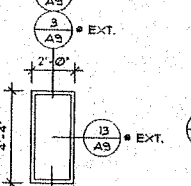
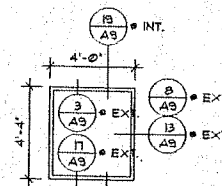
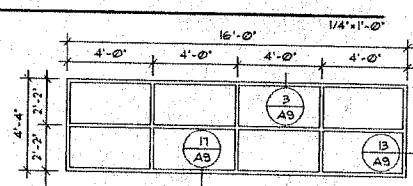
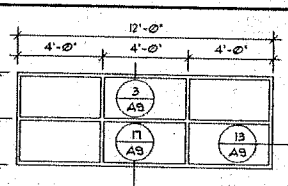
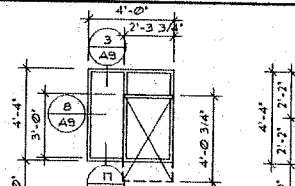
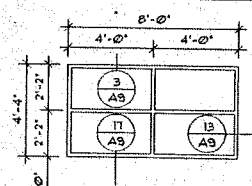
FLUSH HOLLOW METAL 1 3/4" THICK INSULATED AT EXT. DRS.

ALUMINUM DOOR WIDE STILE 1 3/4" THICK CLEAR ANODIZED-INT DOORS COLOR COATED -EXT. DOORS

ALUMINUM - ALL GLASS UPWARD ACTING SECTIONAL DOORS STANDARD 2" LIFT TRACK

METAL UPWARD ACTING SECTIONAL DOORS STANDARD 2" LIFT TRACK

DOOR TYPES



EXTRUDED ALUMINUM WINDOW THERMAL FRAME COLOR COATED 1" INSULATED - LOW-E GLASS 1/4" CLEAR GLASS BETWEEN OFFICE 110 & WASH 109

EXTRUDED ALUMINUM WINDOW THERMAL FRAME COLOR COATED 1" INSULATED - LOW-E GLASS - TEMPERED

EXTRUDED ALUMINUM WINDOW THERMAL FRAME COLOR COATED 1" INSULATED - LOW-E GLASS

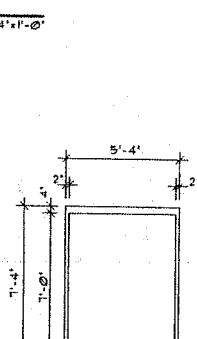
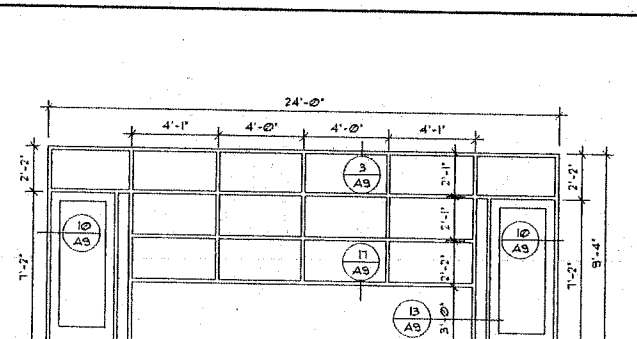
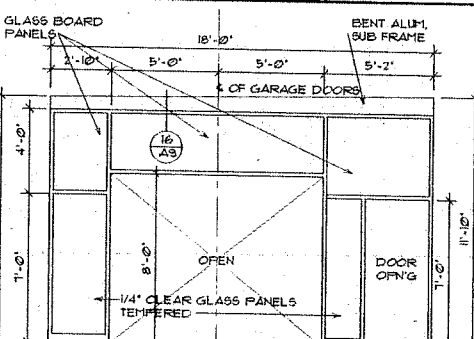
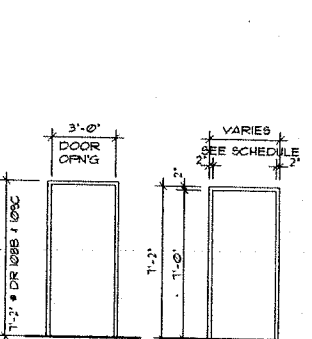
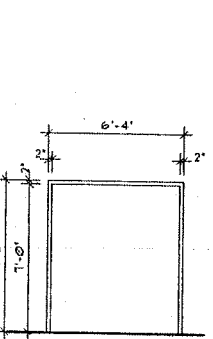
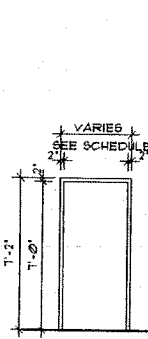
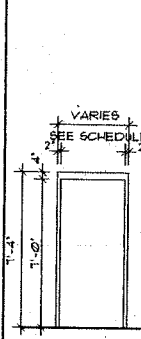
EXTRUDED ALUMINUM WINDOW THERMAL FRAME COLOR COATED 1" INSULATED - LOW-E GLASS

EXTRUDED ALUMINUM WINDOW THERMAL FRAME COLOR COATED - EXT. FRAMES 1" INSULATED - LOW-E GLASS CLEAR ANODIZED - INT. FRAMES 1/4" CLEAR INTERIOR FRAMES

EXTRUDED ALUMINUM WINDOW THERMAL FRAME COLOR COATED - EXT. FRAMES 1" INSULATED - LOW-E GLASS CLEAR ANODIZED - INT. FRAMES 1/4" CLEAR INTERIOR FRAMES

GLASS BLOCK UNITS SEE SPECS.

WINDOW TYPES



HOLLOW METAL FRAME

FIBERGLASS FRAME

HOLLOW METAL FRAME

COLOR COATED EXT. FR. HOLLOW METAL FRAME CLEAR ANODIZED INT. FR.

CLEAR ANODIZED ALUM.

COLOR COATED 1" INSULATED - LOW-E GLASS

HOLLOW METAL FRAME

FRAME TYPES

ABBREVIATIONS TO SCHEDULE

H.M. HOLLOW METAL
 ALUM. ALUMINUM
 FIBER FIBERGLASS

DOOR SCHEDULE

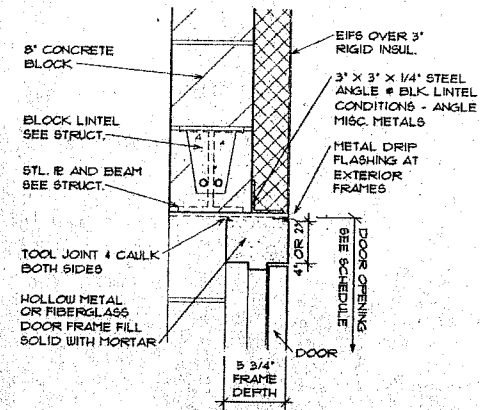
DOOR NO.	DOOR				FRAME			HDL GROUP	LABEL	HEAD DETAIL	JAMB DETAIL	REMARKS
	SIZE	TYPE	MAT'L	FINISH	TYPE	MAT'L	FINISH					
101A	8'-0"x1'-2"	E	METAL	PAINT	X	X	X	1	X	4/A9	14/A9	X
101B	3'-0"x1'-0"	A	FIBER	PAINT	2	FIBER	PAINT	7	X	2/A10	5/A10	X
102	NOT USED	X	X	X	X	NOT	USED	X	X	X	X	NOT USED
103	NOT USED	X	X	X	X	NOT	USED	X	X	X	X	NOT USED
104A	(2) 3'-0"x1'-0"	B	H.M.	PAINT	3	H.M.	PAINT	6	X	1/A9	6/11/A9	X
104B	3'-0"x1'-0"	B	H.M.	PAINT	5	H.M.	PAINT	3	6@ MIN.	3/A10	6/A10	X
X	X	X	X	X	X	X	X	X	X	X	X	X
105A	3'-0"x1'-0"	A	FIBER	PAINT	2	FIBER	PAINT	3	X	2/A10	5/A10	X
105B	(2) 3'-0"x1'-0"	B	H.M.	PAINT	3	H.M.	PAINT	6	X	1/A9	6/11/A9	X
105C	3'-0"x1'-0"	A	FIBER	PAINT	2	FIBER	PAINT	3	X	2/A10	5/A10	X
106A	3'-0"x1'-0"	B	H.M.	PAINT	1	H.M.	PAINT	1	X	3/A10	6/A10	X
106B	3'-0"x1'-0"	B	H.M.	PAINT	1	H.M.	PAINT	10	X	1/A9	6/11/A9	X
107	(2) 3'-0"x1'-0"	B	H.M.	PAINT	3	H.M.	PAINT	6	X	1/A9	6/11/A9	X
X	X	X	X	X	X	X	X	X	X	X	X	X
108A	10'-0"x8'-0"	D	ALUM.	FACTORY	X	X	X	1	X	4/A9	9/14/A9	X
108B	3'-0"x1'-0"	C	ALUM.	FACTORY	4	ALUM.	FACTORY	2	X	5/A9	10/A9	X
108C	3'-0"x1'-0"	C	ALUM.	FACTORY	6	ALUM.	FACTORY	2	X	16/A9	X	X
109A	10'-0"x8'-0"	D	ALUM.	FACTORY	X	X	X	1	X	4/A9	9/14/A9	X
109B	3'-0"x1'-2"	C	ALUM.	FACTORY	4	ALUM.	FACTORY	2	X	5/A9	10/A9	X
109C	3'-0"x1'-0"	C	ALUM.	FACTORY	4	ALUM.	FACTORY	2	X	2/A10 SH	5/A10 SH	X
X	X	X	X	X	X	X	X	X	X	X	X	X
110	3'-0"x1'-0"	B	H.M.	PAINT	5	H.M.	PAINT	9	X	10/A9	X	X
111	3'-0"x1'-0"	B	H.M.	PAINT	5	H.M.	PAINT	8	X	18/A9	X	X
112	3'-0"x1'-0"	B	H.M.	PAINT	5	H.M.	PAINT	8	X	18/A9	X	X
113	3'-0"x1'-0"	B	H.M.	PAINT	8	H.M.	PAINT	11	X	3/A10	6/A10	X
114A	3'-0"x1'-2"	C	ALUM.	FACTORY	7	ALUM.	FACTORY	2	X	3/A9	10/13/A9	X
114B	3'-0"x1'-2"	C	ALUM.	FACTORY	7	ALUM.	FACTORY	2	X	3/A9	10/13/A9	X

DESIGN AND CONSTRUCTION LLC.
 210 - 11TH AVENUE NE
 FREDLEY, MN 55433
 TELEPHONE (763) 571-3000

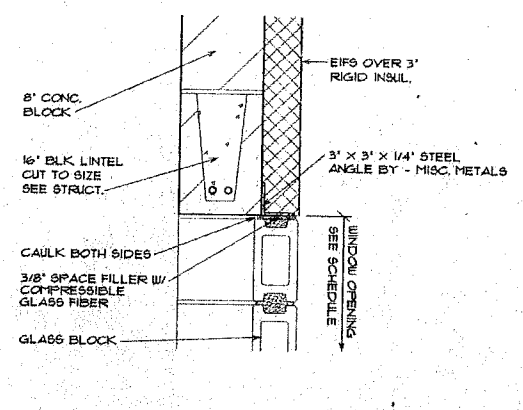
C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
 FOR: YANAK LLC.
 6401 WEST HIGHWAY 10 CITY OF RANGELY, MINN. 55303

2014/01/15
 Reg. No. 9352
 Date
 I hereby certify that the information furnished on this form is true and correct to the best of my knowledge and belief, and that I am a duly licensed professional engineer in the State of Minnesota.
UNLU QUIL

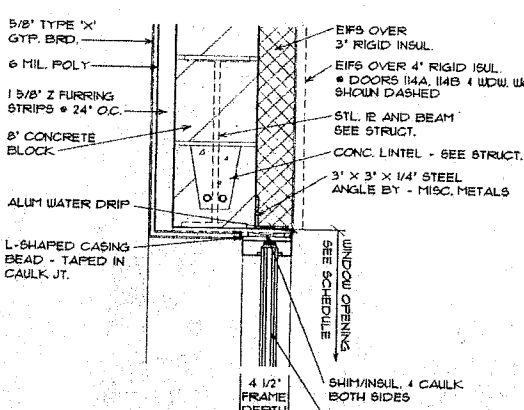
SCHEDULES
 DRG. & FRAMES
 10/2/2014
 draughts checked JLO
 revised



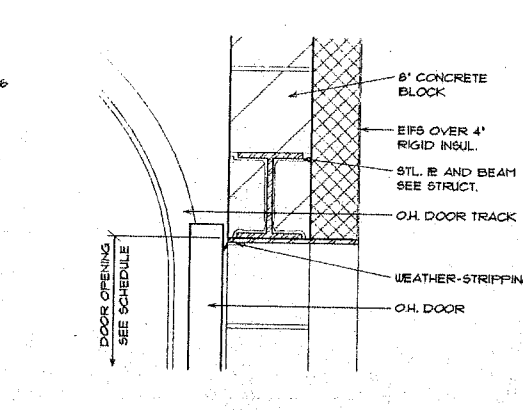
1 H.M. FRAME HEAD DTL. 1 1/2" x 1'-0"



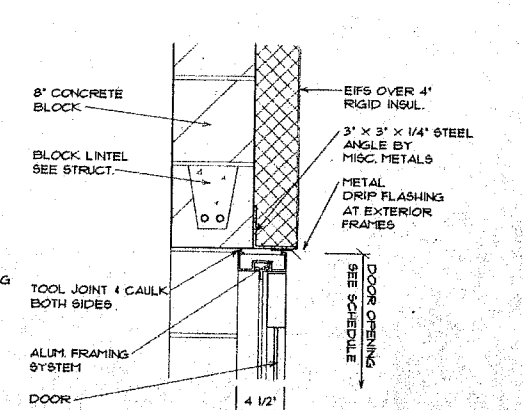
2 GLASS BLK HEAD DTL. 1 1/2" x 1'-0"



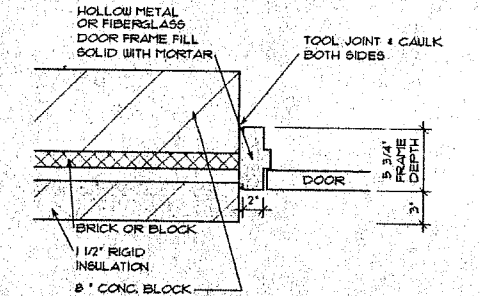
3 ALUM. WDW. HEAD DTL. 1 1/2" x 1'-0"



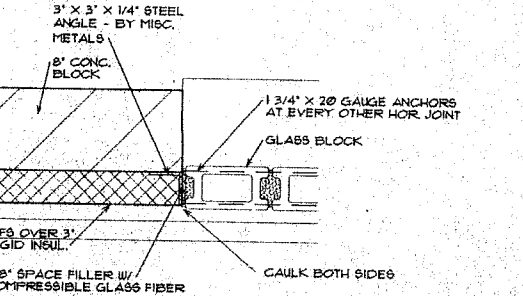
4 O.H. DOOR HEAD DTL. 1 1/2" x 1'-0"



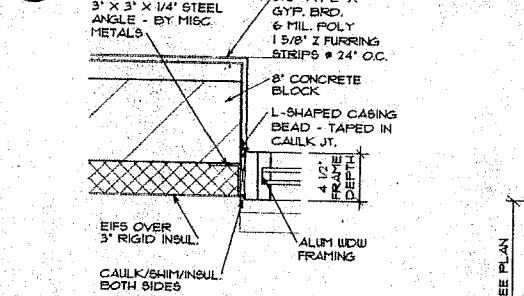
5 ALUM. FRAME HEAD DTL. 1 1/2" x 1'-0"



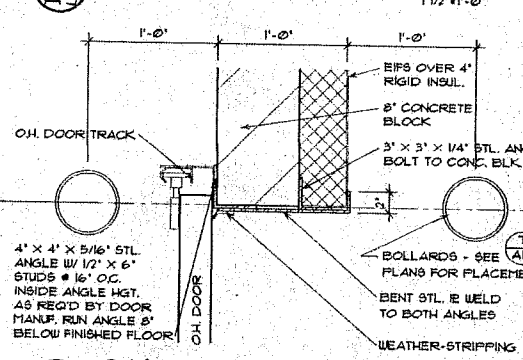
6 H.M. FRAME JAMB DTL. 1 1/2" x 1'-0"



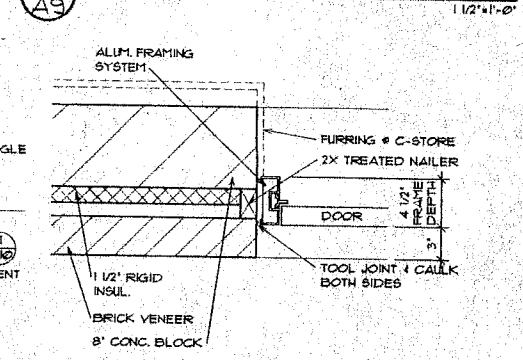
7 GLASS BLK JAMB DTL. 1 1/2" x 1'-0"



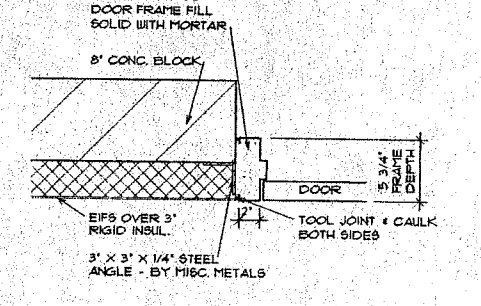
8 ALUM. JAMB DETAIL 1 1/2" x 1'-0"



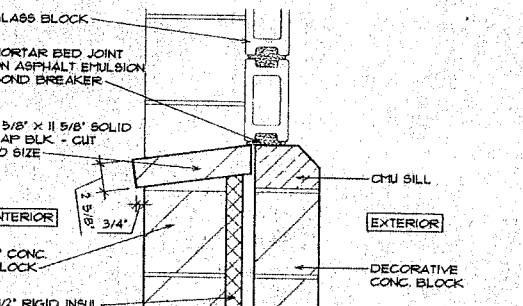
9 O.H. DOOR JAMB DTL. 1 1/2" x 1'-0"



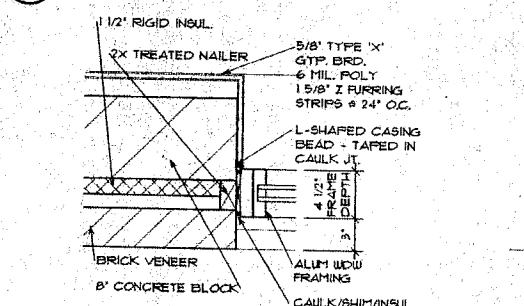
10 ALUM. FRAME JAMB DTL. 1 1/2" x 1'-0"



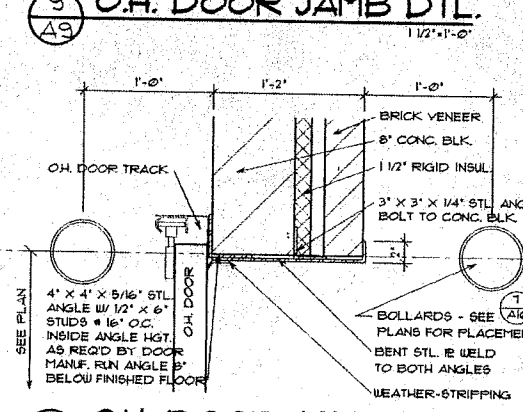
11 H.M. FRAME JAMB DTL. 1 1/2" x 1'-0"



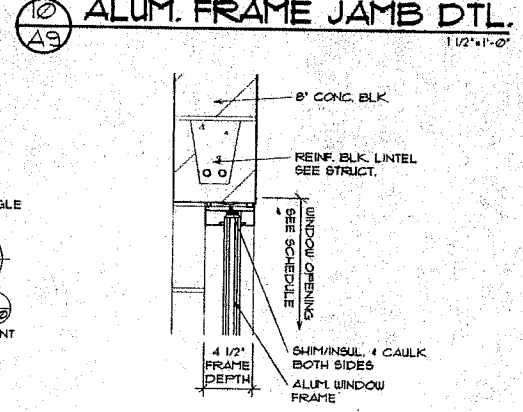
12 GLASS BLK SILL DETAIL 1 1/2" x 1'-0"



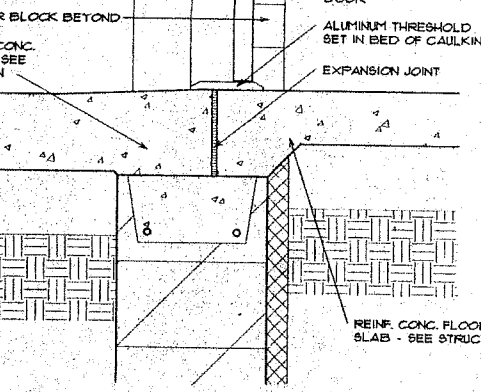
13 ALUM. JAMB DETAIL 1 1/2" x 1'-0"



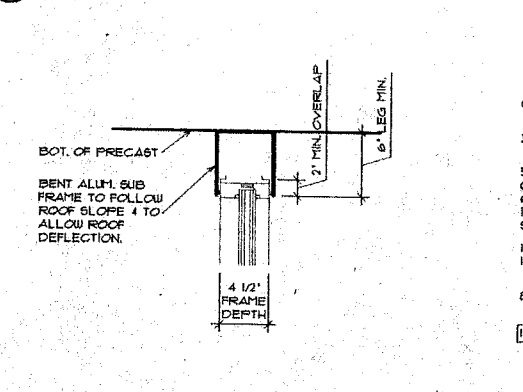
14 O.H. DOOR JAMB DTL. 1 1/2" x 1'-0"



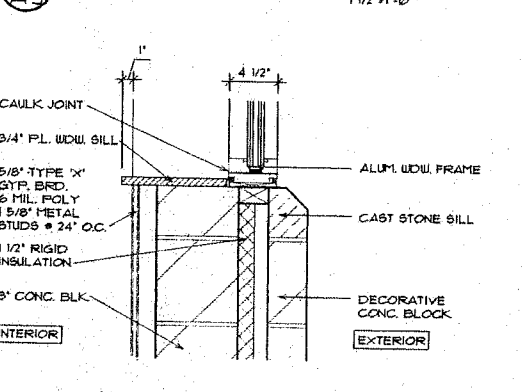
15 ALUM. WDW. FRAME DTL. 1 1/2" x 1'-0"



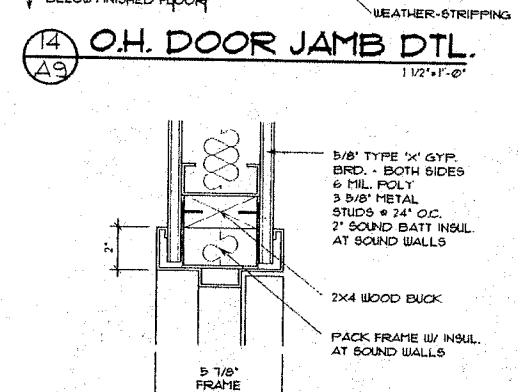
16 TYP. THRESHOLD DTL. 1 1/2" x 1'-0"



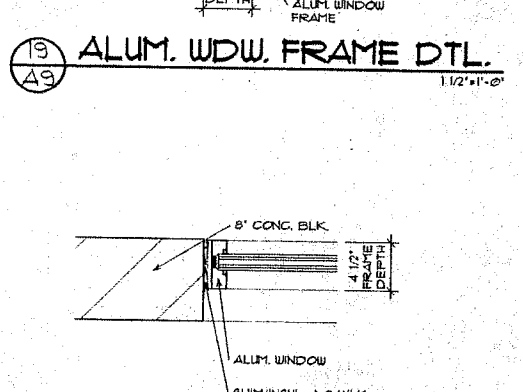
17 ALUM. FRAME HEAD DTL. 1 1/2" x 1'-0"



18 ALUMINUM FRAMING SILL 1 1/2" x 1'-0"



19 H.M. HEAD DETAIL 1 1/2" x 1'-0"



20 ALUM. WDW. JAMB DTL. 1 1/2" x 1'-0"

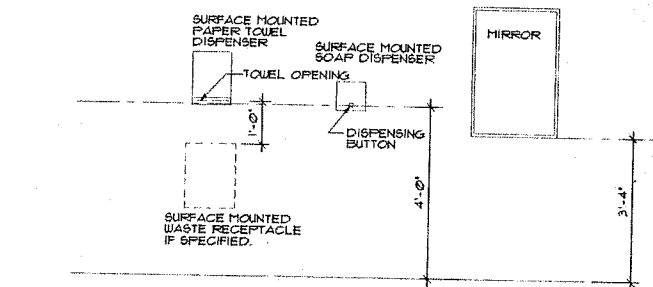
DESIGN AND CONSTRUCTION I.L.C.
 220 1/2 AVENUE NE
 FREDLEY, MN 55433
 TELEPHONE (612) 511-5200
 FAX (612) 511-8869

SUNFISH EXPRESS
 C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
 FOR: VANAK I.L.C.
 6401 WEST HIGHWAY 10, CITY OF RANGELEY, MINN. 55203

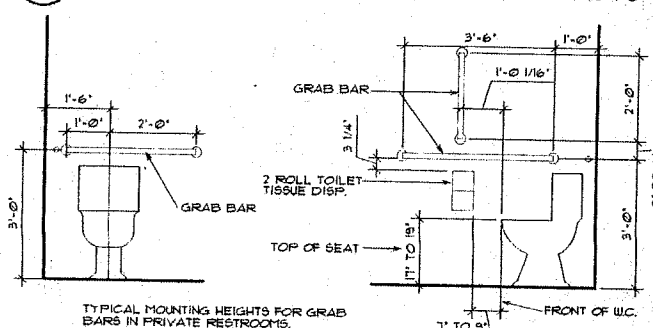
20/10/12
 Date
 4357
 Reg. No.
 I hereby certify that the plans, specifications, and drawings were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.

OPEN DETAILS
 COMM. CODES/DATE 11/27/02
 DRAWINGS CHECKED JLO
 REVISIONS

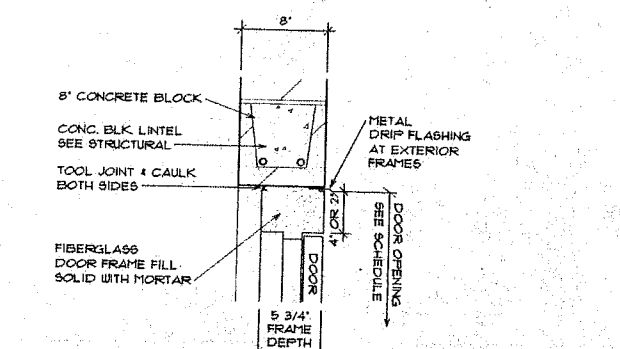
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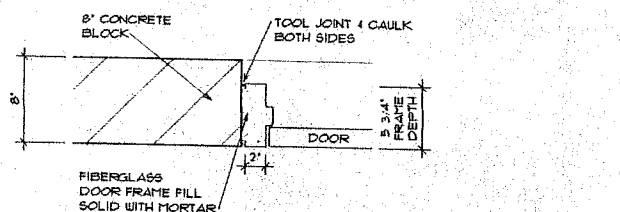
1 MOUNTING HEIGHTS FOR HANDICAP BATH ACCESSORIES
1/2" x 1'-0"



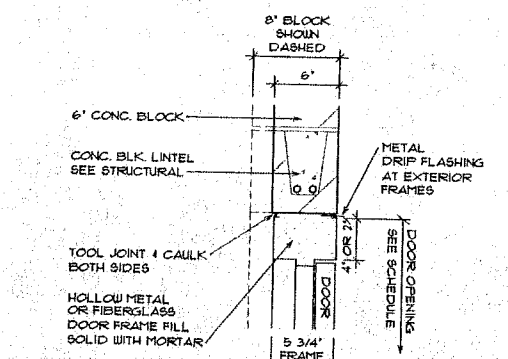
4 GRAB BAR MOUNTING
1/2" x 1'-0"



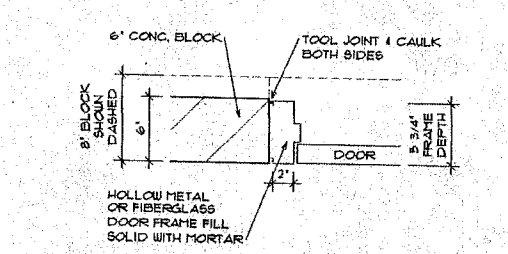
2 FIBERGLASS DOOR HEAD DTL.
1/2" x 1'-0"



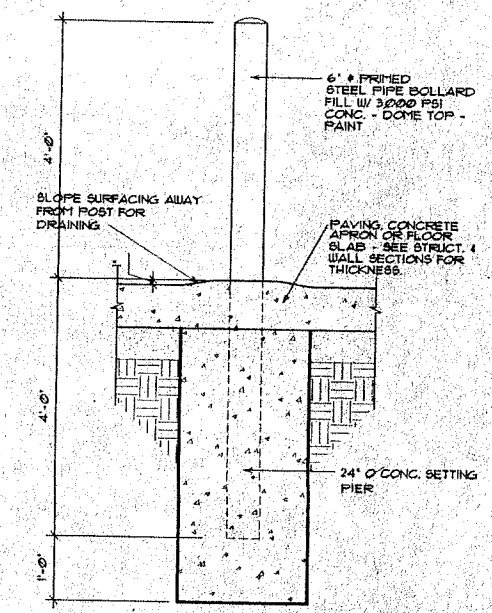
5 FIBERGLASS JAMB DETAIL
1/2" x 1'-0"



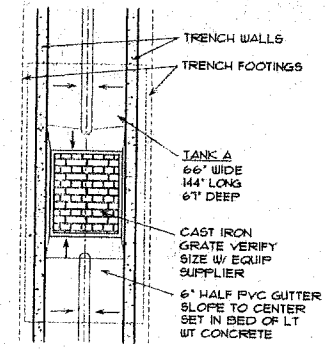
3 H.M. DOOR HEAD DTL.
1/2" x 1'-0"



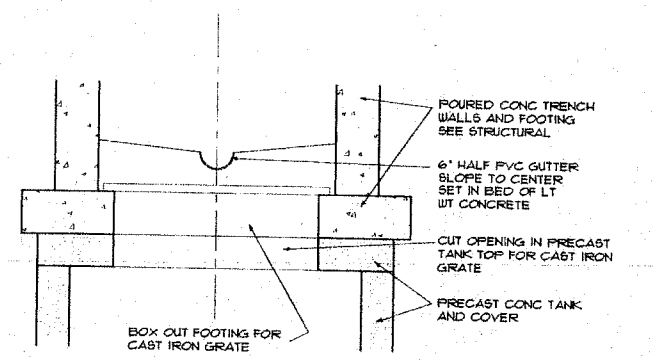
6 H.M. JAMB DETAIL
1/2" x 1'-0"



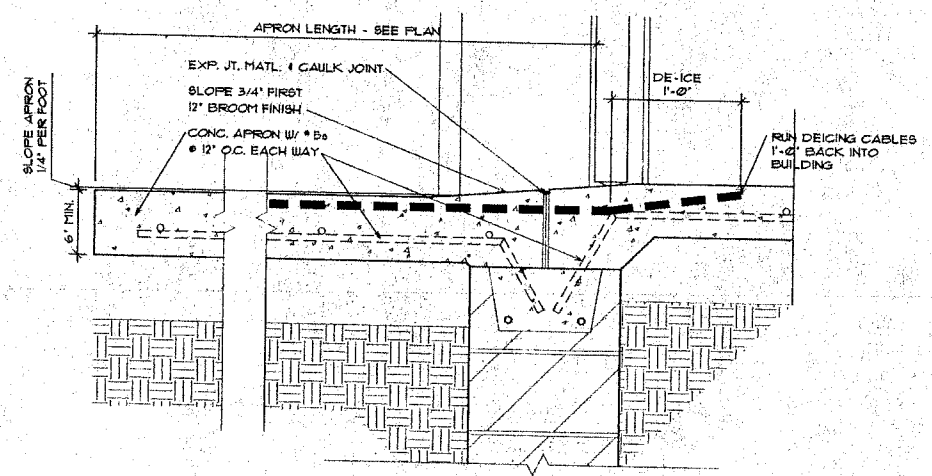
7 BOLLARD DETAIL
3/4" x 1'-0"



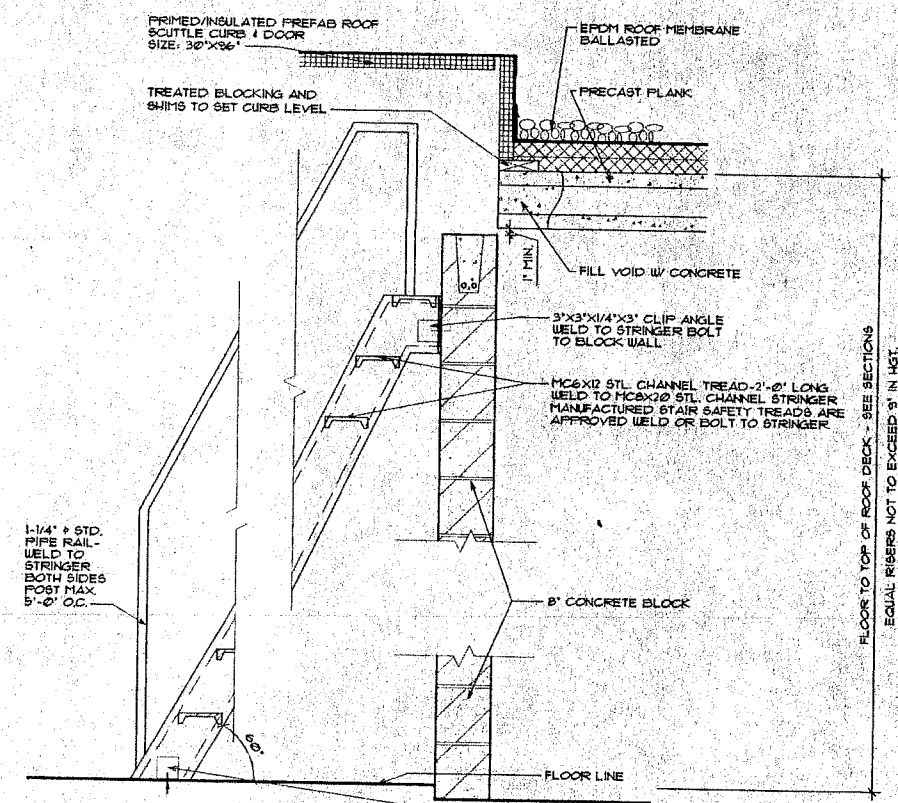
8A RECLAIM TANK PLAN
1/4" x 1'-0"



8B RECLAIM TANK COVER DTL.
3/4" x 1'-0"



9 CONCRETE APRON DETAIL
1/2" x 1'-0"



10 SHIPS LADDER/ ROOF SCUTTLE
1" x 1'-0"

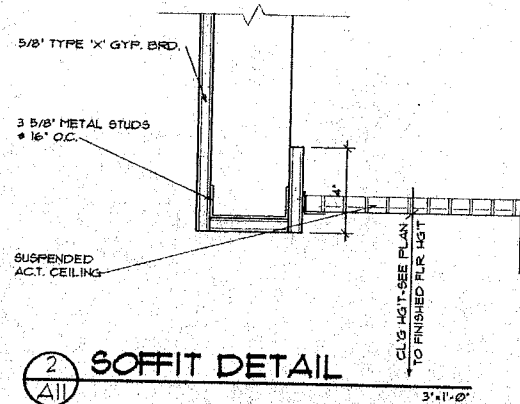
EG
DESIGN AND CONSTRUCTION LLC.
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C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: VANAK LLC.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

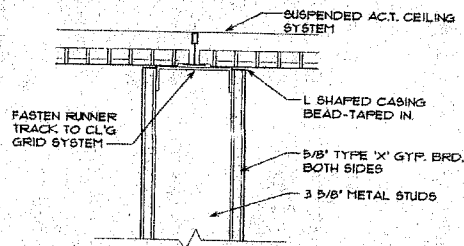
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Date
Reg. No. 9352
Checked by: [Signature]
Reviewed by: [Signature]

MISC. DETAILS
comm. 02/12/01
checked JLD
revised

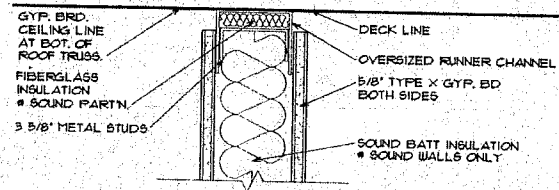
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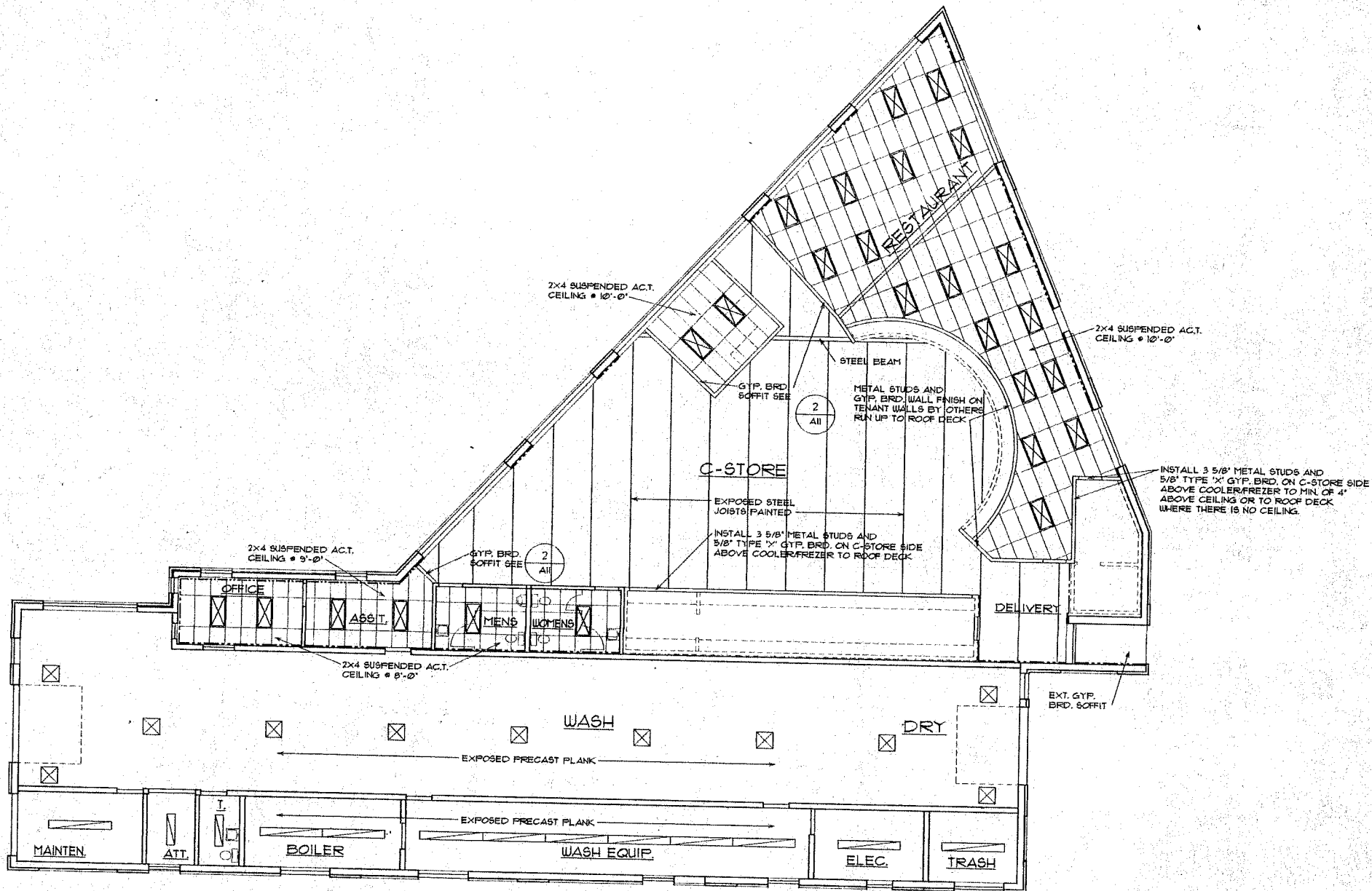
2 SOFFIT DETAIL
3'-11\"/>



3 PARTITION @ ACT. CLG.
3'-11\"/>



4 METAL STUDS @ ROOF DECK
3'-11\"/>



REFLECTED CEILING PLAN
1/8\"/>



BC
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 TELEPHONE: (763) 511-5000 FAX: (763) 571-8893

C-STORE FAST FOOD, CAR WASH AND GAS STATION
SUNFISH EXPRESS
 FOR: VANAK L.L.C.
 6420 WEST HIGHWAY 10, CITY OF RAMBEY, MINN. 55303

20 JAN 07 Date
 9357 Reg. No.
 I hereby certify that this plan, specification, contract documents and all parts thereof are the work of the State of Minnesota
 JAR [Signature]

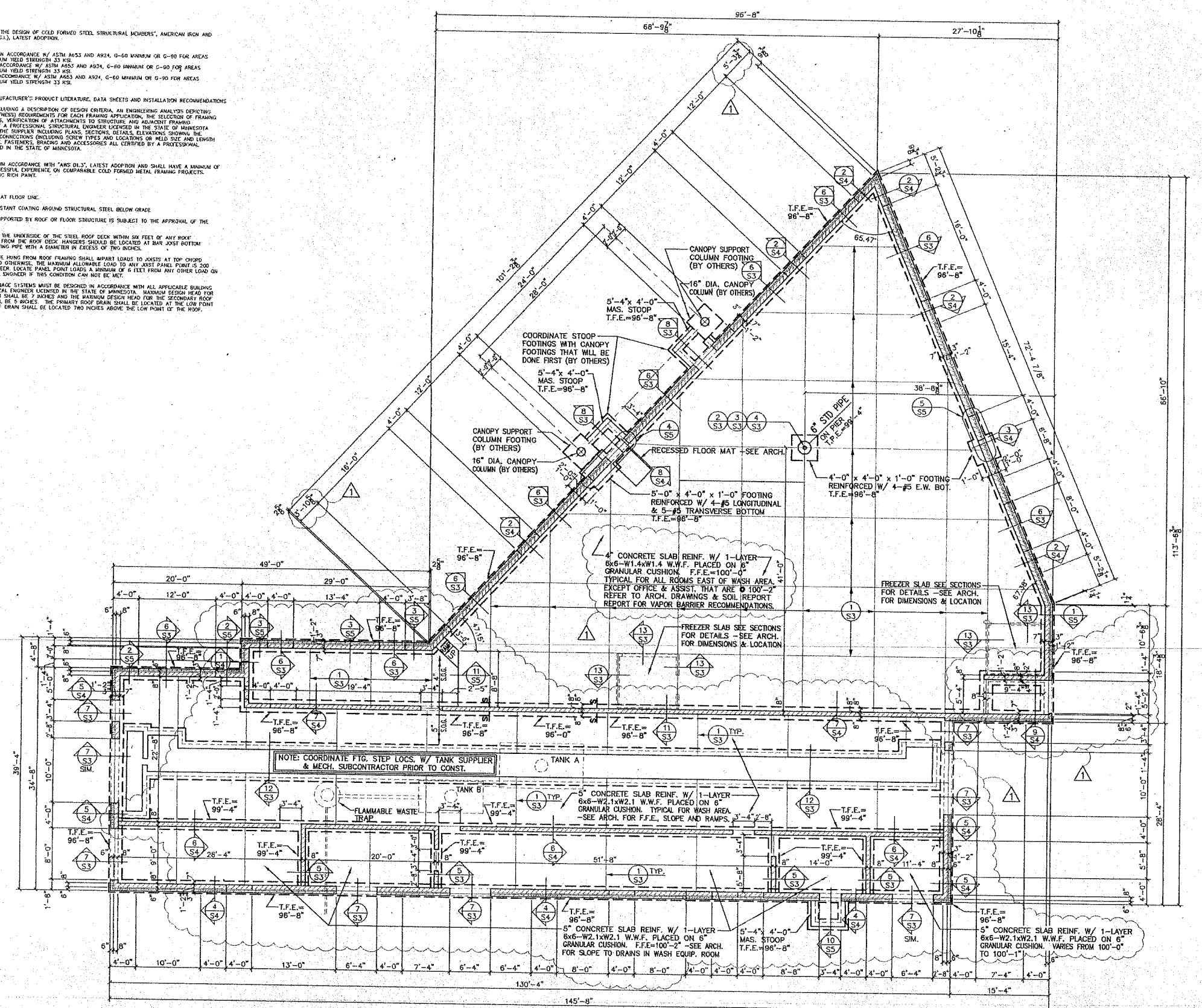
REFLECTED CEILING
 comm. COORDINATOR 1/16/07
 drawn, EXS. checked JLO
 revised

A 11

STRUCTURAL NOTES

- BUILDING CODES**
1998 MINNESOTA STATE BUILDING CODE, AMENDED 1997 USC CODE AND 2001 GSA STEEL ERECTION STANDARD
- DESIGN LOADS**
- A. ROOF LIVE LOAD** 40 PSF (PLUS SNOW BUILDUP IN ACCORDANCE WITH UBC APPENDIX CHAPTER 16, DIVISION 1 & CHAPTER 1603.4.11 OF THE MINNESOTA STATE BUILDING CODE) (THE ROOF SYSTEM IS DESIGNED FOR PONDED WATER LOADS IN ACCORDANCE WITH UBC SECTION 1617.7 AND ASH 918 EDITION SECTION 623) (THE ROOF IS DESIGNED FOR THE MINIMUM GRAVING SNOW LOAD REQUIRED BY THE MINNESOTA STATE BUILDING CODE)
- ROOF DEAD LOAD** 25 PSF STEEL JOIST AND DECK SYSTEM
27 PSF PRECAST PLANK SYSTEM
- B. WIND LOAD** EXPOSURE B
DESIGN WIND SPEED = 80 MPH
IMPORTANCE FACTOR (I_w) = 1.0
- C. INTERIOR LATERAL WALL LOAD** 5 PSF (FOR WALLS 6'-0" OR MORE IN HEIGHT)
- FOUNDATIONS**
- A. MINIMUM FROST COVER FROM EXTERIOR GRADE TO BOTTOM OF FOOTING IS 3 FEET 6 INCHES.**
- B. DESIGN NET SOIL BEARING CAPACITY IS 2,500 PSF PER SFS PROJECT 97848 DATED JULY 17, 2000.**
- C. SOIL BEARING CAPACITY SHALL BE VERIFIED IN THE FIELD BY THE SOIL'S ENGINEER FAMILIAR WITH SITE, SOIL CONDITIONS, AND SOIL REPORT.**
- PLAIN AND REINFORCED CONCRETE**
- A. DESIGN CODES**
1) "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" (ACI-318), LATEST ADOPTION.
2) "IBC CHAPTER 19 AND APPLICABLE REFERENCED STANDARDS"
- B. MATERIAL STRENGTHS**
1) CONCRETE - f_c AT 28 DAYS
A) FLOORING - 3,000 PSI, 5 INCH MAXIMUM SLABS
B) SLABS ON GRADE - f_c = 3,000 PSI, 3 1/2 INCH MAXIMUM SLUMP
C) EXTERIOR CONCRETE - f_c = 4,000 PSI, 3 1/2 INCH MAXIMUM SLUMP AIR ENTRAINED 5 PERCENT TO 7 PERCENT BY VOLUME
2) WALLS, COLUMNS AND PIERS - f_c = 4,000 PSI, 4 INCH MAXIMUM SLUMP
3) REINFORCING STEEL - f_y = 60,000 PSI, 4 INCH MAXIMUM SLUMP
A) ASTM A618 GRADE 60, GRADE 40 FOR STRIPPIES AND TEES.
B) ASTM A618 FOR WOLDED MESH.
- C. NOTES**
1) SEE PLANS AND GENERAL NOTES FOR SLAB ON GRADE DESIGN THICKNESS, REINFORCEMENT, AND CONTROL JOINTS.
- PRECAST AND PRESTRESSED CONCRETE**
- A. DESIGN CODES**
1) "ACI-308", LATEST ADOPTION.
- B. SUPPLIER NOTES**
1) PRECAST AND PRESTRESSED CONCRETE SHALL BE DESIGNED, FABRICATED, AND ERECTED ACCORDING TO THE SPECIFICATIONS OF THE ACP AND THE PRESTRESSED CONCRETE INSTITUTE (PCI), LATEST ADOPTION.
2) PRECAST PLANK SHALL BE DESIGNED TO WITHSTAND THE FLOOR LOADS AND SPANWISE LOADS AS INDICATED AND NOTED ON THE PLANS.
3) PRECAST SUPPLIER TO DESIGN, FURNISH AND INSTALL ALL CONNECTIONS REQUIRED TO ATTACH PRECAST TO STRUCTURAL STEEL MEMBERS OTHERWISE NOTED ON THE PLANS.
4) PRECAST SUPPLIER TO DESIGN, FURNISH AND INSTALL ALL WEAPONS AS REQUIRED FOR OPENINGS INDICATED ON THE PLANS.
- MASONRY**
- A. DESIGN CODE** "IBC CHAPTER 21" UNLESS OTHERWISE NOTED.
- B. MATERIAL STRENGTHS**
1) HOLLOW CONCRETE MASONRY
A) ASTM C 90 FOR LOAD-BEARING CONCRETE MASONRY UNITS - f_m = 1,500 PSI MINIMUM
B) ASTM C 90 FOR CONCRETE MASONRY UNITS - f_m = 1,500 PSI MINIMUM
C) SAMPLED AND TESTED IN ACCORDANCE WITH ASTM C 140.
2) CLAY OR SHALE MASONRY
A) ASTM C 852 FOR HOLLOW BRICK (HOLLOW MASONRY UNITS MADE FROM CLAY OR SHALE) - f_m = 1,500 PSI MINIMUM
B) ASTM C 126 FOR CERAMIC-GLAZED STRUCTURAL CLAY FACING TILE, FACING BRICK AND SOLED MASONRY UNITS - f_m = 1,500 PSI MINIMUM.
C) ASTM C 202 FOR FACING BRICK, LIQUID MASONRY UNITS MADE FROM CLAY OR SHALE - f_m = 1,500 PSI MINIMUM.
D) SAMPLED AND TESTED IN ACCORDANCE WITH ASTM C 67.
3) MORTAR AND GROUT - PER ASTM C 270 FOR MORTAR AND C 478 FOR GROUT:
A) TYPE M MORTAR FOR ALL INTERIOR ABOVE GRADE MASONRY.
B) TYPE N MORTAR FOR ALL EXTERIOR ABOVE GRADE MASONRY.
C) COMPRESSIVE STRENGTH OF GROUT TO BE 3,000 PSI MINIMUM IN ACCORDANCE WITH ASTM C 1019.
4) REINFORCING STEEL
A) ASTM A 618, GRADE 60 FOR DEFORMED AND PLAIN BILLET-STEEL BARS
B) ASTM A 702, TYPE 304, FOR STAINLESS AND HEAT-RESISTING CHROMIUM-NICKEL STEEL PLATE, SHEET AND STRIP STEEL.
5) ANCHORS, TIES AND ACCESSORIES
A) ASTM A 36 FOR GENERAL STEEL PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 153 WHENEVER THE RELATIVE HUMIDITY EXCEEDS 75 PERCENT.
B) ASTM A 36 FOR PLAIN STEEL WIRE FOR CONCRETE REINFORCEMENT AND PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 153 WHENEVER THE RELATIVE HUMIDITY EXCEEDS 75 PERCENT.
C) ASTM A 187, TYPE 304, FOR STAINLESS AND HEAT-RESISTING CHROMIUM-NICKEL STEEL PLATE, SHEET AND STRIP STEEL.
6) STEEL TIES FOR COLD-ROLLED CANTON STEEL SHEET, COMMERCIAL QUALITY PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 153 WHENEVER THE RELATIVE HUMIDITY EXCEEDS 75 PERCENT.
- C. NOTES**
1) FLOOR SUPPLIER SHALL PROVIDE TEST REPORTS TO THE STRUCTURAL ENGINEER SHOWING COMPRESSIVE STRENGTH VALUES FOR MASONRY UNITS.
2) PROVIDE 3/16" HIGH "KEY-WALL" OR "TOUR-O-WALL" REINFORCEMENT EVERY SECOND COURSE IN STACK BOND AND IN RUNNING BOND WALLS UNLESS OTHERWISE NOTED ON PLANS.
3) PROVIDE 3/16" HIGH "KEY-WALL" OR "TOUR-O-WALL" REINFORCEMENT EVERY COURSE IN MASONRY UNITS UNLESS OTHERWISE NOTED.
4) PROVIDE CONTINUOUS BOND BEND AT TOP OF WALL REINFORCED WITH TWO #5 BARS, DISCONTINUING BARS AT CONTROL JOINTS.
5) PROVIDE 6" MIN CONCRETE LINTEL WITH TWO #5 BARS ABOVE DOORS AND WINDOWS UP TO 4 FEET HIGH, 16 HIGH CONCRETE BLOCK LINTEL WITH TWO #5 BARS FOR OPENINGS UP TO 8 FEET HIGH, OR PROVIDE UNIT SIZE AND REINFORCEMENT AS SHOWN ON THE PLANS.
6) REINFORCEMENT SPACES SHALL BE A MINIMUM OF 40 BAR DIAMETERS OR AS NOTED ON THE PLANS AND DETAILS.
- STRUCTURAL STEEL**
- A. DESIGN CODES**
1) "SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" (A.I.S.C.), LATEST ADOPTION.
2) "IBC CHAPTER 16 AND APPLICABLE REFERENCED STANDARDS"
- B. MATERIAL STRENGTHS**
1) ASTM A 36, F_y = 36 KSI, FOR PLATES, BARS, ROUNDS, ANGLES, CHANNELS AND TEES.
2) ASTM A 572, F_y = 50 KSI, FOR WELDED FLANGE SHAPES.
3) ASTM A 500, GRADE B, F_y = 46 KSI, FOR STRUCTURAL TUBES.
4) ASTM A 501, F_y = 46 KSI, FOR STRUCTURAL TUBES.
5) A507 TYPICAL ANCHOR BOLTS AND A56 THREADED ROUND STOCK ANCHORS WHERE NOTED ON PLAN OR DETAILS.
6) ASTM A 307, F_y = 48 KSI, FOR BOLTS USED FOR CONNECTIONS.
7) HLT KIMB BOLT IF OR APPROVED ALTERNATE, FOR EXPANSION BOLTS.
8) ASTM A 193, FOR HEATED STUDS.
- C. NOTES**
1) ALL STRUCTURAL STEEL SHALL BE DESIGNED, FABRICATED AND ERECTED ACCORDING TO THE SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (A.I.S.C.), LATEST ADOPTION.
2) STRUCTURAL STEEL SUPPLIER IS RESPONSIBLE FOR DESIGN OF ALL CAP PLATES, BEARING PLATES, BASE PLATES, STIFFENERS, SPICES, AND CONNECTIONS UNLESS OTHERWISE NOTED ON THE PLANS.
3) STRUCTURAL STEEL SUPPLIER SHALL FURNISH BOLTS FOR GSA-H CONNECTIONS (NOTED THIS 10" ON PLANS), DECK BEARING ANGLES AND INSERT PLATES, AND FOUR ANCHOR BOLTS WITH DOUBLE NUTS AND WASHERS PER COLUMN BASE (SEE DETAILS).
4) STRUCTURAL STEEL TO BE FINISH LIGHT GRAY.
5) ALL WELDS SHALL BE DONE BY THE WELDED ARC PROCESS, USING E70 ELECTRODES, IN ACCORDANCE WITH THE RULES OF THE AMERICAN WELDING SOCIETY (AWS), "STRUCTURAL STEEL WELDING CODE", LATEST ADOPTION.
6) ALL WELDS SHALL BE SERVICED ACCORDING TO THE RULES OF THE AMERICAN WELDING SOCIETY.
7) STRUCTURAL WELDING SHALL BE IN ACCORDANCE WITH THE "STRUCTURAL WELDING CODE-STEEL", AWS/AWS D11.
8) STRUCTURAL JOINTS USING A325 OR A490 BOLTS TYPES 2, 4, AND 8, OR FRICTIONAL FASTENERS ARE DESIGNED AND SHALL BE ASSEMBLED IN ACCORDANCE WITH UBC CHAPTER 22, DIVISION 1, SECTION 2206.11. TENSION CONTROL BOLTS ARE REQUIRED.
9) STRUCTURAL STEEL SUPPLIER SHALL DESIGN ALL ITEMS IN CONFORMANCE TO THE GSA STANDARDS FOR THE CONSTRUCTION INDUSTRY, 20 CFR 1248 SUBPART H SAFETY STANDARDS FOR STEEL ERECTION.
- STEEL JOISTS AND JOIST GIRDERS**
- A. DESIGN CODES** "STEEL JOIST INSTITUTE STANDARD SPECIFICATIONS AND LOAD TABLES" (S.J.I.), LATEST ADOPTION
- B. MATERIAL STRENGTHS** AS PER S.J.I. SPECIFICATIONS.
- C. NOTES**
1) BAR JOISTS AND JOIST GIRDERS (WHEN SPECIFIED) ARE TO BE DESIGNED, FABRICATED, AND ERECTED ACCORDING TO SPECIFICATIONS OF THE STEEL JOIST INSTITUTE (S.J.I.), LATEST ADOPTION & UBC SECTION 2219.
2) BAR JOIST SUPPLIER TO FURNISH ALL NECESSARY CONNECTIONS OF PLATES CAST IN MASONRY AND CONCRETE, BRIDGING, WALL ANCHORS, HEADERS (AS SHOWN), AND BOTTOM CHORD EXTENSIONS (NOTED THIS 4" ON PLANS).
3) BAR JOISTS TO BE SHOP FINISH LIGHT GRAY.
- STEEL ROOF DECK**
- A. DESIGN CODES** "STEEL DECK INSTITUTE DESIGN MANUAL FOR ROOF DECKS AND FLOOR DECKS" (S.D.I.), LATEST ADOPTION
- B. MATERIAL STRENGTHS**
1) STEEL ROOF DECK SHALL BE MANUFACTURED FROM STEEL CONFORMING TO ASTM DESIGNATION A581 GRADES C, D OR E, OR FROM A583 STRUCTURAL QUALITY WITH A MINIMUM YIELD STRENGTH OF 33 KSI.
2) STEEL ROOF DECK SHALL BE FABRICATED FROM STEEL CONFORMING TO SECTION 16 OF THE LATEST EDITION OF THE AMERICAN IRON AND STEEL INSTITUTE, SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS, (AISC SPECIFICATIONS).
- C. NOTES**
1) ROOF DECK TO BE 1 1/2 INCH 22 GAUGE WIDE RIB STEEL DECK, DESIGNED, FABRICATED, AND ERECTED ACCORDING TO THE SPECIFICATIONS OF THE STEEL DECK INSTITUTE (S.D.I.), LATEST ADOPTION.
2) ROOF DECK TO BE SECURED TO SUPPORTING STEEL DECK INSTITUTE (S.D.I.), LATEST ADOPTION.
3) END LAPS, HUNGLETTED JOISTS, JOISTS RECEIVING LATERAL LOADS FROM ROOFS, DECK BEARING ANGLES ON PLATES, AND 12 INCHES ON CENTER AT INTERMEDIATE SUPPORTS. SPACES GREATER THAN 3 FEET 0 INCHES FASTEN WITH SDEPLAPS TOGETHER WITH #12 CELL DRILLING AND TAPPING SCHEDULE AT 3 FEET 0 INCHES ON CENTER MAXIMUM SPACING.

- COLD FORMED METAL FRAMING**
- A. DESIGN CODES** "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS", AMERICAN IRON AND STEEL INSTITUTE (A.I.S.I.), LATEST ADOPTION.
- B. MATERIAL STRENGTHS**
1) ASTM A653-55, GALVANIZED IN ACCORDANCE WITH ASTM A653 AND A924, G-60 MINIMUM OR G-90 FOR AREAS EXPOSED TO MOISTURE, MINIMUM YIELD STRENGTH 33 KSI.
2) ASTM A1018, GALVANIZED IN ACCORDANCE WITH ASTM A925 AND A924, G-60 MINIMUM OR G-90 FOR AREAS EXPOSED TO MOISTURE, MINIMUM YIELD STRENGTH 33 KSI.
3) ASTM A1017, GALVANIZED IN ACCORDANCE WITH ASTM A925 AND A924, G-60 MINIMUM OR G-90 FOR AREAS EXPOSED TO MOISTURE, MINIMUM YIELD STRENGTH 33 KSI.
- C. SUBMITTALS**
1) PRODUCT DATA INCLUDING MANUFACTURER'S PRODUCT LITERATURE, DATA SHEETS AND INSTALLATION RECOMMENDATIONS FOR SPECIFIED PRODUCTS.
2) STRUCTURAL CALCULATIONS INCLUDING A DESCRIPTION OF DESIGN CRITERIA, AN ENGINEERING ANALYSIS DETERMINING STRESS AND DEFLECTION (STIFFNESS) REQUIREMENTS FOR EACH FRAMING APPLICATION, THE SELECTION OF FRAMING COMPONENTS ALL CERTIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE OF MINNESOTA.
3) SHOP DRAWINGS PROVIDED BY THE SUPPLIER INCLUDING PLANS, SECTIONS, DETAILS, ELEVATIONS SHOWING THE SIZE, LOCATIONS, BRACING, CONNECTIONS (INCLUDING SCREW TYPES AND LOCATIONS ON WELD SIZE AND LENGTH WITH LOCATIONS), ANCHORAGE, FASTENERS, BRACING AND ACCESSORIES ALL CERTIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE OF MINNESOTA.
- D. NOTES**
1) ALL WELDERS TO BE QUALIFIED IN ACCORDANCE WITH "AWS D1.1", LATEST ADOPTION AND SHALL HAVE A MINIMUM OF THREE CONTINUOUS YEARS SUCCESSFUL EXPERIENCE ON COMPARABLE COLD FORMED METAL FRAMING PROJECTS.
2) TOUCH-UP ALL WELDS WITH ZINC RICH PAINT.
- MISCELLANEOUS**
- A. PROVIDE ISOLATION AROUND COLUMN AT FLOOR LINE.**
- B. PROVIDE PROTECTIVE CORROSION RESISTANT COATING AROUND STRUCTURAL STEEL BELOW GRADE**
- C. PLACEMENT OF MECHANICAL UNITS SUPPORTED BY ROOF OR FLOOR STRUCTURE IS SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.**
- D. NO DUCTWORK SHALL BE HUNG FROM THE UNDERSIDE OF THE STEEL ROOF DECK WITHIN SIX FEET OF ANY ROOF OPENING. NO PIPING SHALL BE HUNG FROM THE ROOF DECK. HANGERS SHOULD BE LOCATED AT BAR JOIST BOTTOM CHORD PANEL POINTS WHEN SUPPORTING PIPE WITH A DIAMETER IN EXCESS OF TWO INCHES.**
- E. ITEMS OTHER THAN CEILING GRID TO BE HUNG FROM ROOF FRAMING SHALL SHIP LOADS TO JOISTS AT TOP CHORD PANEL POINTS ONLY UNLESS OTHERWISE NOTED. THE MAXIMUM ALLOWABLE LOAD TO ANY JOIST PANEL POINT IS 200 POUNDS UNLESS APPROVED BY ENGINEER. LOCATE PANEL POINT LOADS A MINIMUM OF 6 FEET FROM ANY OTHER LOAD ON THE SAME JOIST UNLESS OTHERWISE NOTED. IF THIS CONDITION CAN NOT BE MET.**
- F. PRIMARY AND SECONDARY ROOF DRAINAGE SYSTEMS MUST BE DESIGNED IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES BY A PROFESSIONAL MECHANICAL ENGINEER LICENSED IN THE STATE OF MINNESOTA. MAXIMUM DESIGN HEAD FOR THE PRIMARY ROOF DRAINAGE SYSTEM SHALL BE 7 INCHES AND THE MAXIMUM DESIGN HEAD FOR THE SECONDARY ROOF DRAINAGE SYSTEM OF SCOPES SHALL BE 5 INCHES. THE PRIMARY ROOF DRAIN SHALL BE LOCATED AT THE LOW POINT OF THE ROOF. THE SECONDARY ROOF DRAIN SHALL BE LOCATED TWO INCHES ABOVE THE LOW POINT OF THE ROOF.**



FOUNDATION PLAN
1/8" = 1'-0"

- PLAN NOTES**
- SEE STRUCTURAL NOTES ON THIS SHEET FOR DESIGN INFORMATION
 - T.F.E. ON PLAN DENOTES: TOP OF FOOTING ELEVATION
 - S.S. ON PLAN DENOTES: STEPPED FOOTING SEE DETAIL 14/S3
 - F.F.E. ON PLAN DENOTES: FINISHED FLOOR ELEVATION
 - CONT. BOTTOM FOOTINGS ARE 2'-0" WIDE X 1'-0" DEEP REINF. W/ 2-#5
 - MASONRY SToops TO BE 8" MASONRY WALLS ON 1'-8" X 1'-0" CONCRETE FOOTINGS REINF. W/ 2-#5 CONT.
 - REFER TO LINTEL SCHEDULE ON SHEET S2 FOR REINFORCING JAMBS OF ALL WALL OPENINGS
 - REFER TO ARCH. DRAWINGS FOR PIPE BOLLARDS AT DRIVING IN DOORS
 - REFER TO DETAILS:
15/S3 TYPICAL BOND BEAM SPLICE
16/S3 TYP. BOND BEAM REINF. LAYOUT
17/S3 TYP. KEYED WALL CONTROL JOINTS (SEE ARCH. FOR LOCATIONS)

REVISIONS:
A REVISION 11-25-02 A.R.K.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Thomas Notch, P.E.
Date: 11-25-02, Registration No. 14947

NOTCH ENGINEERING CO.
1250 N. Hennepin Avenue
Minneapolis, MN 55412
TEL: (612) 472-5566
FAX: (612) 472-1577

FOUNDATION PLAN

SUNFISH EXPRESS
FOR: VANAK, L.L.C.
RAMSEY, MINNESOTA

FOUNDATION PLAN
DATE: 11-12-02
DRAWN: A.R.K.
CHECKED: T.E.N.
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S1

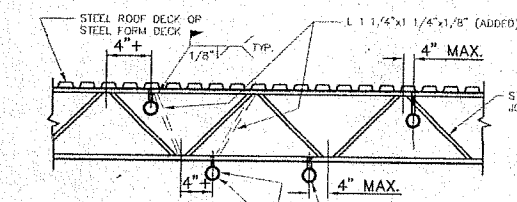
NOTE:
ALL WELDS ARE 5/8" DIA. PUDDLE WELDS. WELDING WASHERS SHALL BE USED WHEN WELDING STEEL DECK OF LESS THAN 22 GA. THICKNESS.

FOR SPANS GREATER THAN 5'-0" FASTEN SIDE LAPS TOGETHER W/ #12 SCREWS AT 3'-0" O.C. MAX. SPA.

WELD DECK @ 6" O.C. AT PERIMETER SUPPORT

NOTE: WELD DECK @ 6" O.C. TO ALL SUPPORTS OF SPLIT OR PARTIAL WIDTH PANELS OCCURRING AT PERIMETER SUPPORT

1 **DETAIL**
S2 TYPICAL ROOF DECK WELDING

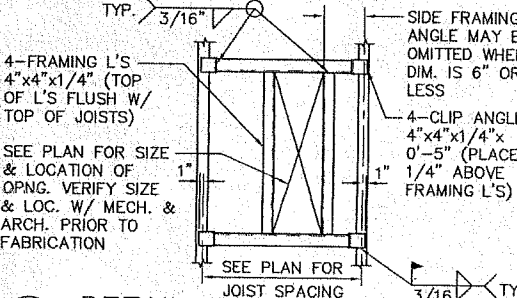


ALL CONCENTRATED LOADS TO THE STEEL JOIST, INCLUDING PIPING 2" DIA. TO 4" DIA. SHALL BE CONNECTED WITHIN 4" OF THE JOIST TOP OR BOT. CHORD PANEL POINT. ADD DIAG. ANGLE WHERE THE CONCENTRATED LOAD IS NOT WITHIN 4" OF A TOP OR BOT. CHORD PANEL POINT - WELD TO THE JOIST CHORDS

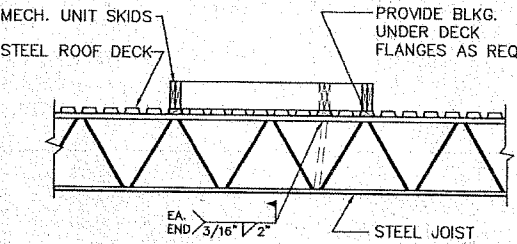
NOTES:
1. DUCTWORK SHALL NOT BE HUNG FROM THE STEEL ROOF DECK WITHIN 6'-0" OF AN OPENING. ALL HANGING WITH IN THIS AREA SHALL BE FROM JOISTS, BEAMS OR SUPPLEMENTARY STEEL.
2. PIPING AND MECHANICAL EQUIPMENT OTHER THAN DUCTWORK SHALL NOT BE HUNG FROM THE STEEL ROOF DECK AT ANY LOCATION.
3. FIRE SPRINKLER SUPPORTS SHALL BE DESIGNED TO SUPPORT THE WEIGHT OF THE WATER FILLED PIPE PLUS 250 POUNDS AT ANY SINGLE SUPPORT POINT.

2 **DETAIL**
S2 HANGER REQUIREMENTS FOR JSTS.

NOTE:
CLIP ANGLES TO BE LOCATED ON TOP CHORD PANEL POINTS OR PROVIDE 2-L'S 1 1/2"x1 1/2"x3/16" FROM BRG. POINT OF FRAME TO BOT. CHORD PANEL POINT OF JOIST. FIELD WELD IN PLACE

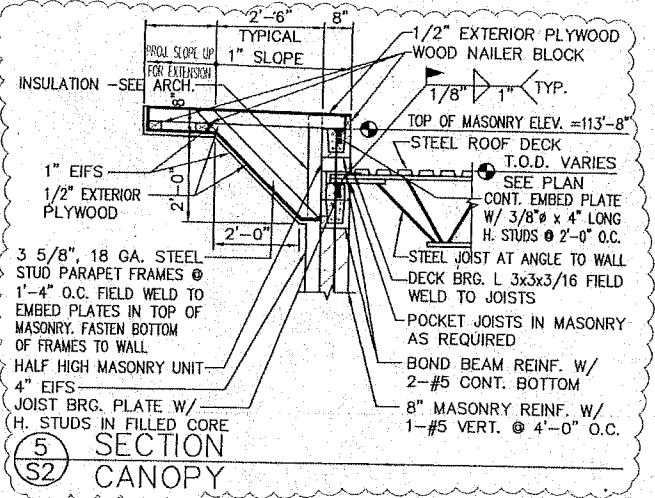


3 **DETAIL**
S2 MECH. OPNG. SUPPORT FRAME

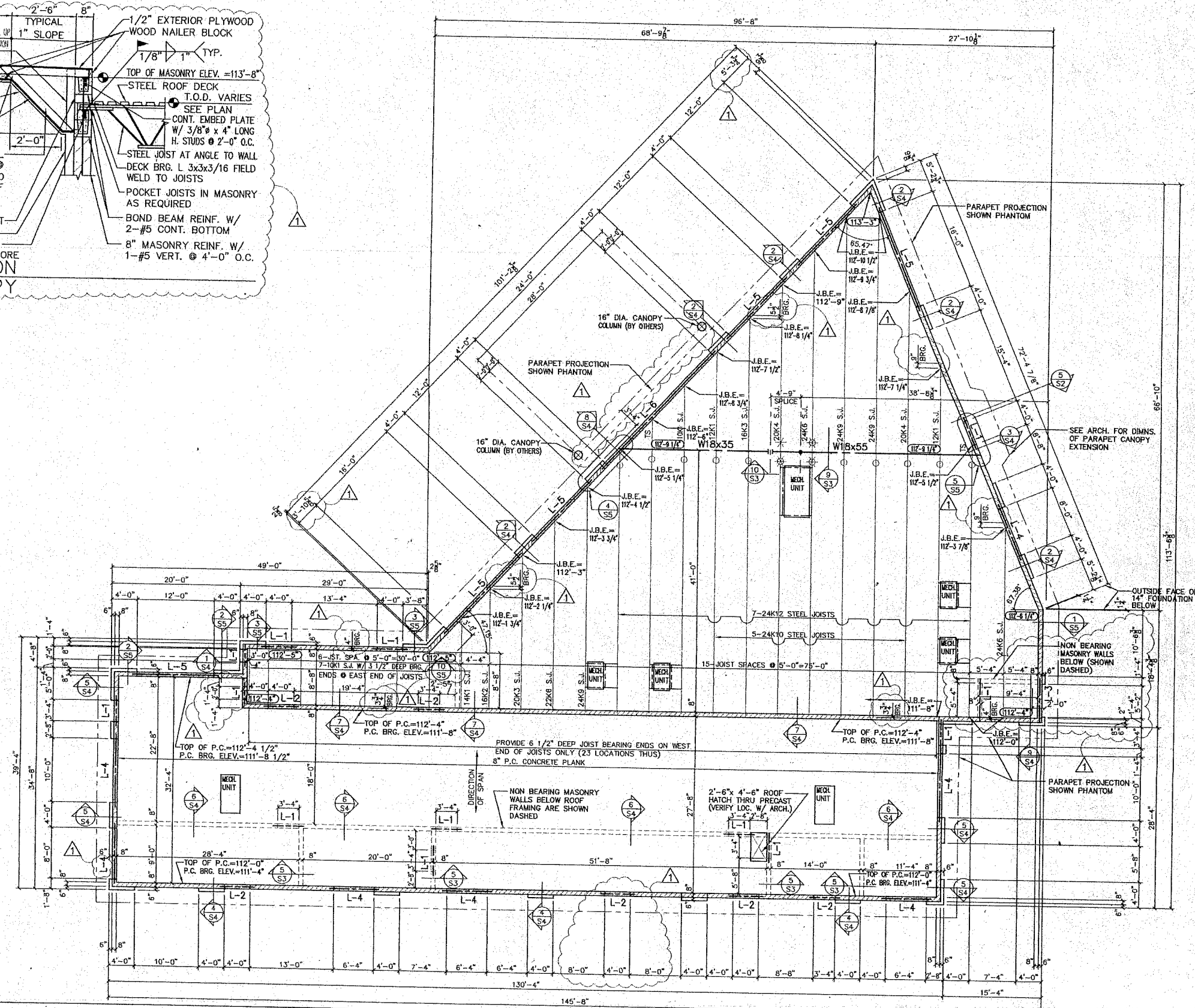


NOTE: IF SKID LOCATION FALLS BETWEEN JOIST PANEL POINTS, WELD 2 L'S 1 1/2"x1 1/2"x 3/16" FROM SKID LOCATION TO BOT. CHORD PANEL POINT

4 **DETAIL**
S2 MECHANICAL UNIT SUPPORT



5 **SECTION**
S2 CANOPY



MARK	SIZE	JAMB REINFORCING
L-1	8" HIGH MASONRY LINTEL BLOCK REINF. W/ 2-#6 BOT.	2-#5 VERTS. TO BOND BM. @ ROOF
L-2	16" HIGH MASONRY BUILT-UP LINTEL BLOCK REINF. W/ 2-#6 BOT.	2-#6 VERTS. TO BOND BM. @ ROOF
L-3	W8x10 STEEL LINTEL W/ 1/4"x 7" BOT. PLATE & H. STUDS -SEE SEC. 7/SS	2-#6 VERTS. -SEE DET. 18/S3
L-4	W8x15 STEEL LINTEL W/ 1/4"x 7" BOT. PLATE & H. STUDS -SEE SEC. 8/SS	4-#6 VERTS. -SEE DET. 19/S3
L-5	W18x36 STEEL LINTEL W/ 1/2"x 6" LONG H. STUDS @ 2'-8" O.C. TOP FLANGE -SEE SEC. 9/SS	4-#6 VERTS. -SEE DET. 20/S3
L-6	W16x57 STEEL LINTEL W/ 1/2"x 6" LONG H. STUDS @ 2'-8" O.C. TOP FLANGE -SEE SEC. 9/SS	6-#6 VERTS. -SEE 20/S3

ROOF FRAMING PLAN
1/8" = 1'-0"

- PLAN NOTES**
- REFER TO STRUCTURAL NOTES ON SHEET S1 FOR DESIGN LOADS, MATERIAL STRENGTHS, ROOF DECK, STEEL CONNECTIONS, ETC.
 - ANY COMBINATION OF LOADS APPLIED AT ONE PANEL POINT ON A JOIST THAT ARE GREATER THAN 200 LBS. OR MULTIPLE PANEL POINT LOADS GREATER THAN 50 LBS. MUST BE APPROVED BY THE STRUCTURAL ENGINEER.
 - (ELEV.) ON PLAN DENOTES: TOP OF STEEL ROOF DECK ELEVATION
 - JOIST BEARING ELEVATION = MINUS 4" FROM TOP OF DECK ELEVATION U.N.O.
 - DECK BEARING ELEVATION = MINUS 1 1/2" FROM TOP OF DECK ELEVATION
 - "O" ON PLAN DENOTES: BOLTED JOIST CONNECTION
 - ** ON PLAN DENOTES: EXTENDED BOTTOM CHORD @ COLUMN CL.
 - "TS" ON PLAN DENOTES: TS 2 1/2"x 2 1/2"x 1/4"
 - REFER TO DETAILS: 1/S2 TYPICAL ROOF DECK WELDING, 2/S2 HANGER REQUIREMENTS FOR JOISTS, 3/S2 MECHANICAL OPENING SUPPORT FRAME, 4/S2 MECHANICAL UNIT SUPPORT

REVISIONS:
A REVISION 11-25-02 A.R.K.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Thomas E. Notch
Date: 11-25-02, Registration No. 14947

NOTCH ENGINEERING CO.
1220 Monticello Drive
Wood, Minnesota 55394
TOM NOTCH, P.E.
(612) 472-5566
FAX (612) 472-1577

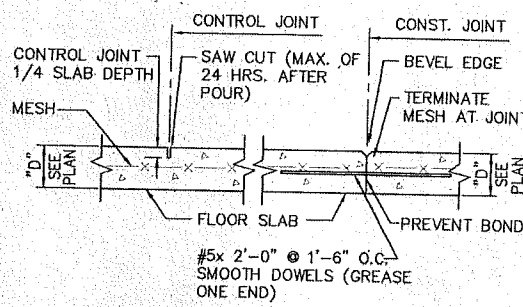
STRUCTURAL DESIGN SERVICES

ROOF FRAMING PLAN

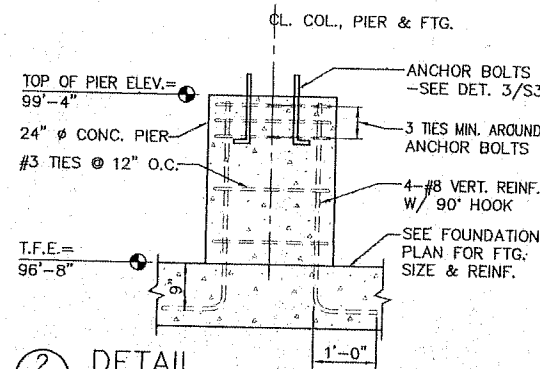
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CHECKED: T.E.N. COPYRIGHT 2002 NOTCH ENGINEERING

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SUNFISH EXPRESS
FOR: VANAK L.L.C.
RANSEY, MINNESOTA

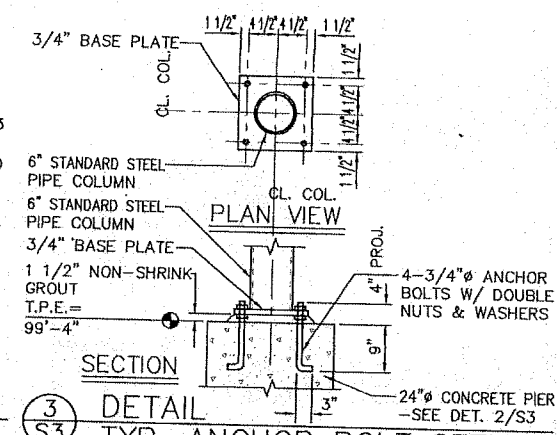
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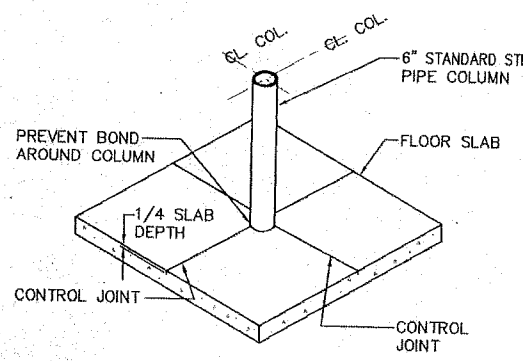
1
S3
DETAIL
SLAB CONTROL & CONST. JT.



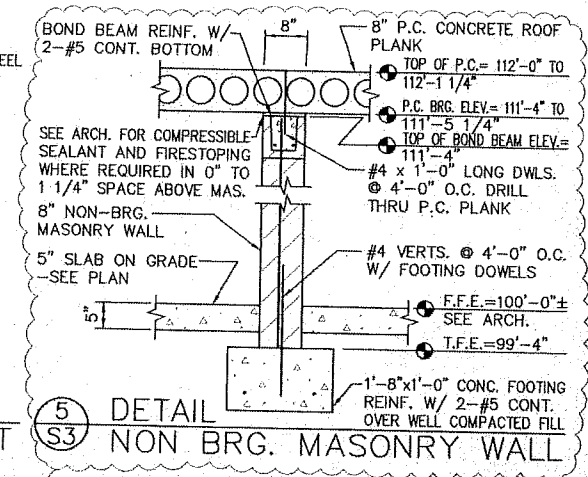
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DETAIL
TYPICAL CONCRETE PIER



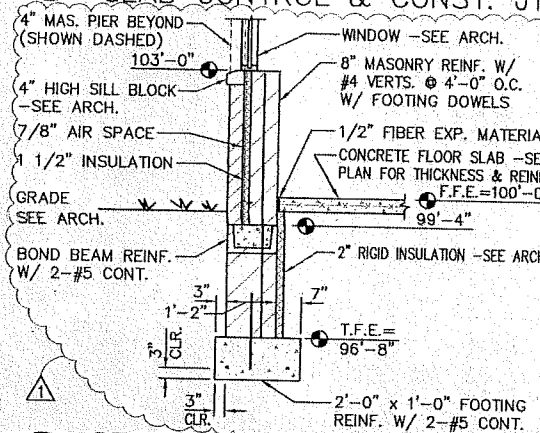
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S3
DETAIL
TYP. ANCHOR BOLT SETTING



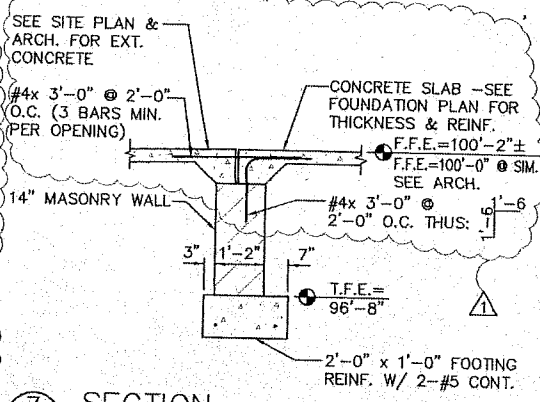
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DETAIL
TYP. COL. ISOLATION JOINT



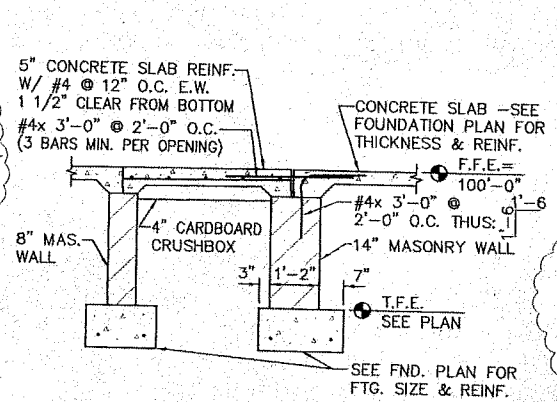
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DETAIL
NON BRG. MASONRY WALL



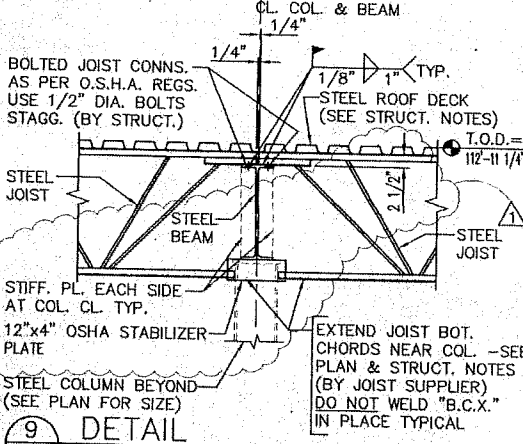
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SECTION
MASONRY KNEEWALL @ WINDOW



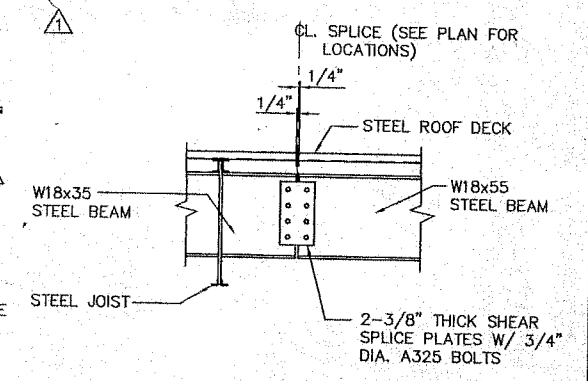
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SECTION
MASONRY END WALL @ OPENING



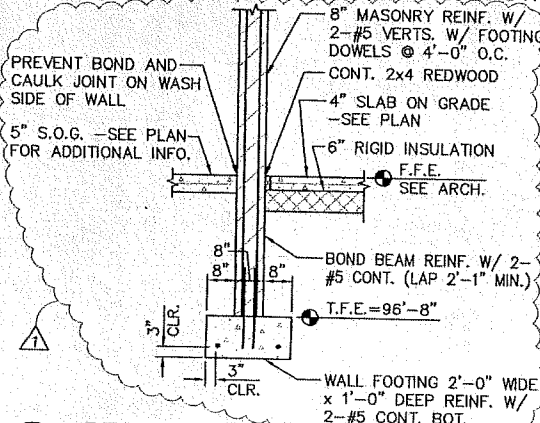
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SECTION
MASONRY STOOP @ WALL OPENING



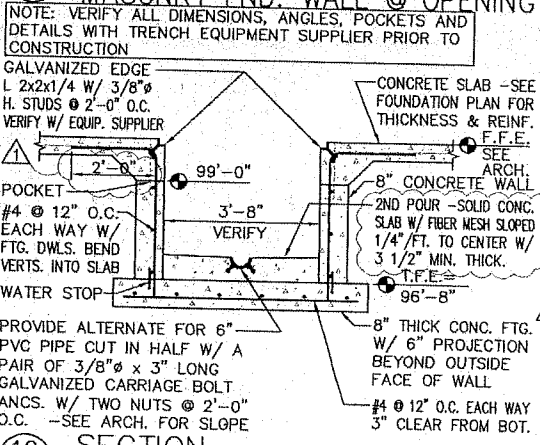
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DETAIL
JOISTS NEAR COLUMN



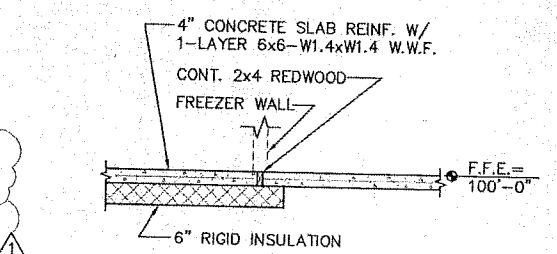
10
S3
DETAIL
ROOF BEAM SPLICE



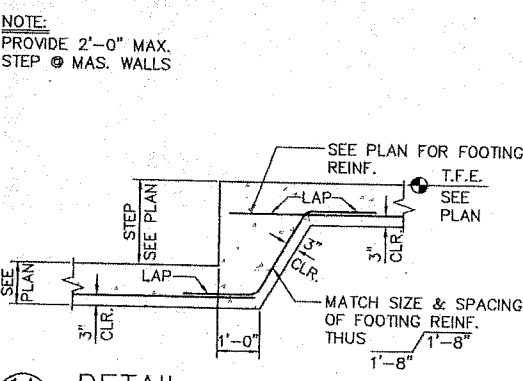
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SECTION
FREEZER SLAB AT WALL



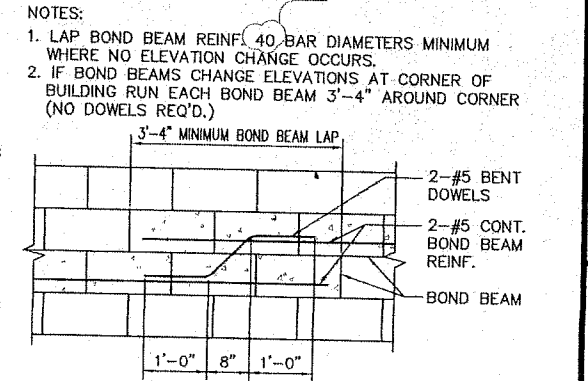
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EQUIPMENT TRENCH



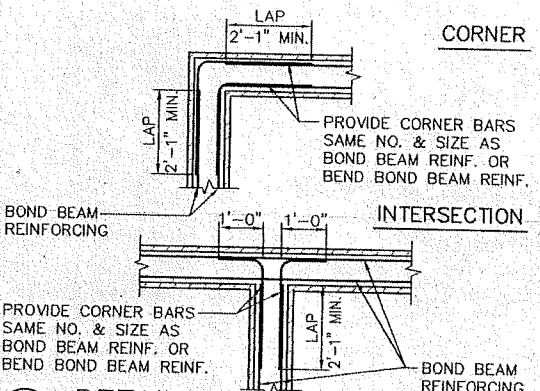
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SECTION
FREEZER SLAB



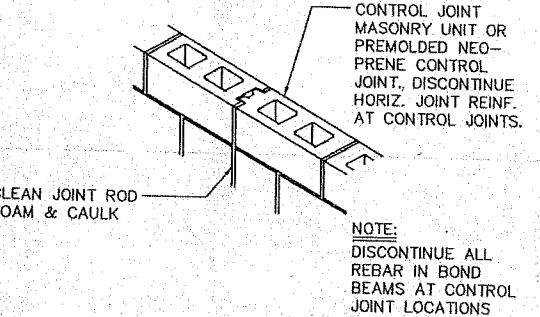
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DETAIL
TYPICAL FOOTING STEP



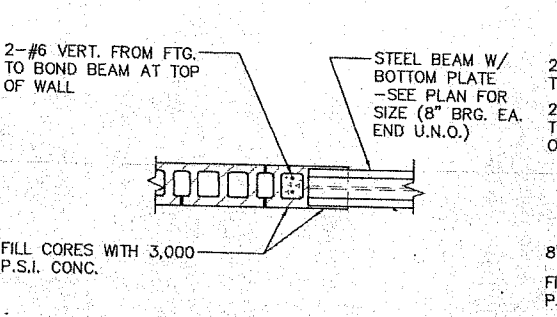
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SECTION
TYPICAL BOND BEAM SPLICE



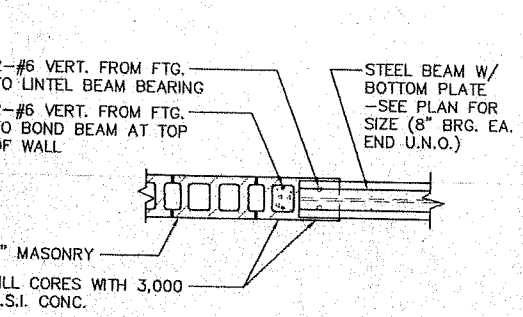
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S3
DETAIL
TYP. BOND BEAM REINF. LAYOUT



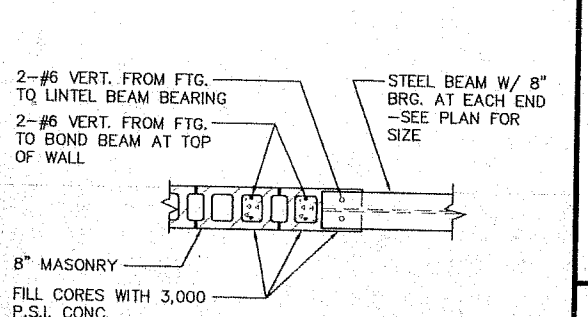
17
S3
DETAIL
TYP. KEYED MAS. CONTROL JOINT



18
S3
DETAIL
REINFORCED CORES @ LINTEL BRG.



19
S3
DETAIL
REINFORCED CORES @ LINTEL BRG.



20
S3
DETAIL
REINFORCED CORES @ LINTEL BRG.

REVISIONS:
REVISION 11-25-02 A.R.K.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Date: 11-25-02 Registration No. 14947

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1220 University Drive
St. Paul, Minnesota 55108
(612) 772-1572
FAX (612) 472-1577

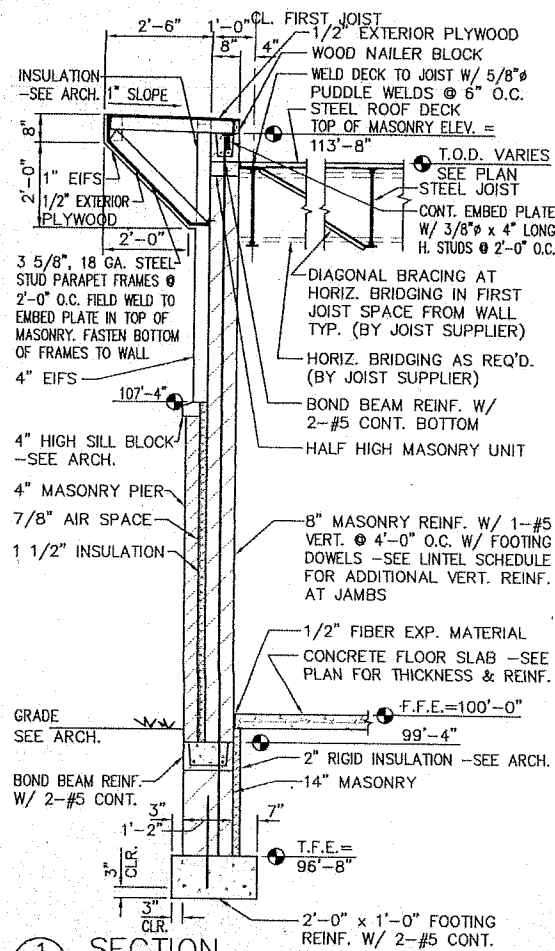
STRUCTURAL DESIGN SERVICES

SECTIONS & DETAILS

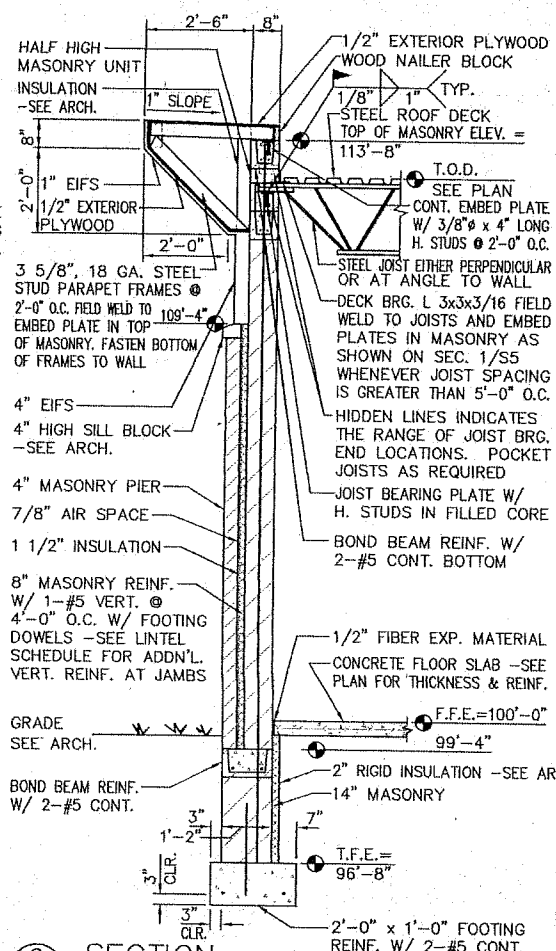
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SUNFISH EXPRESS
FOR: VANAK L.L.C.
RAMSEY, MINNESOTA

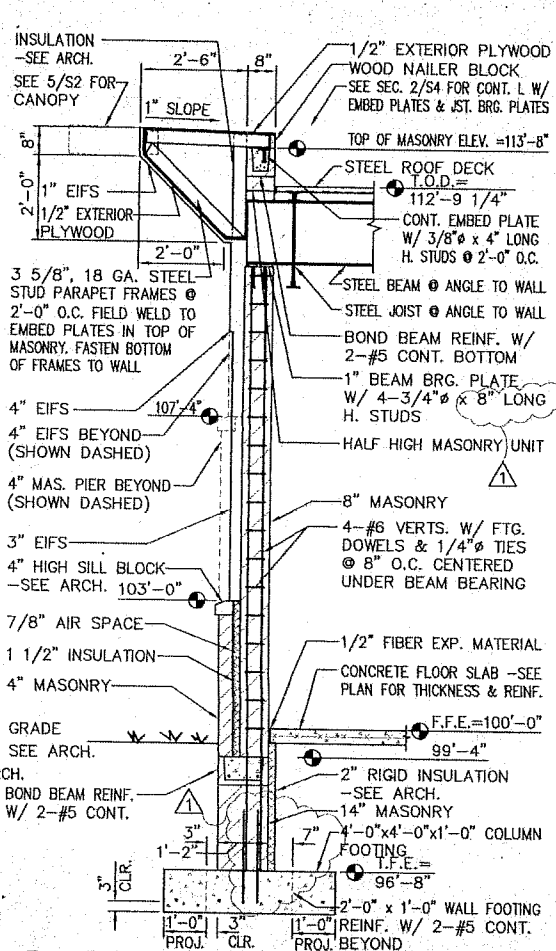
SHEET NO.
S3



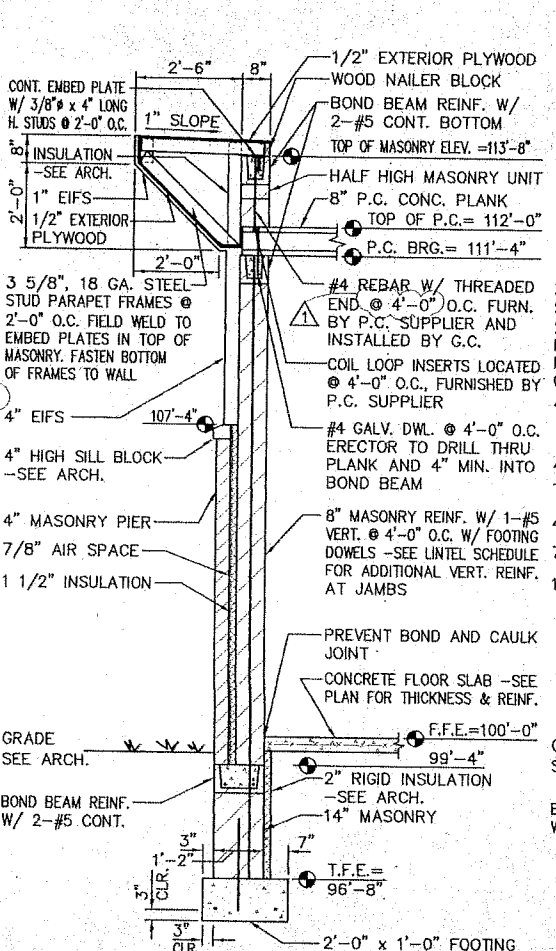
SECTION 1
S4 JOIST PARALLEL TO WALL



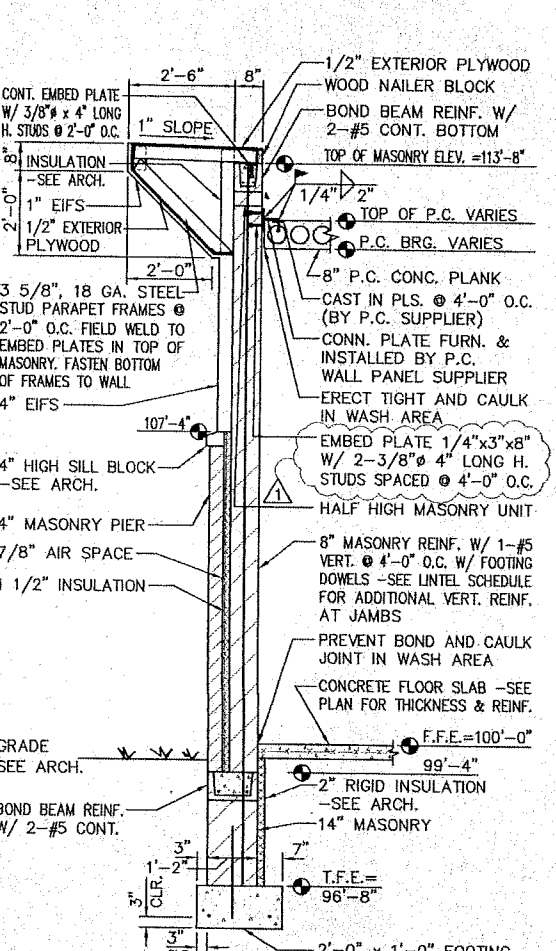
SECTION 2
S4 JOIST BRG. @ WALL



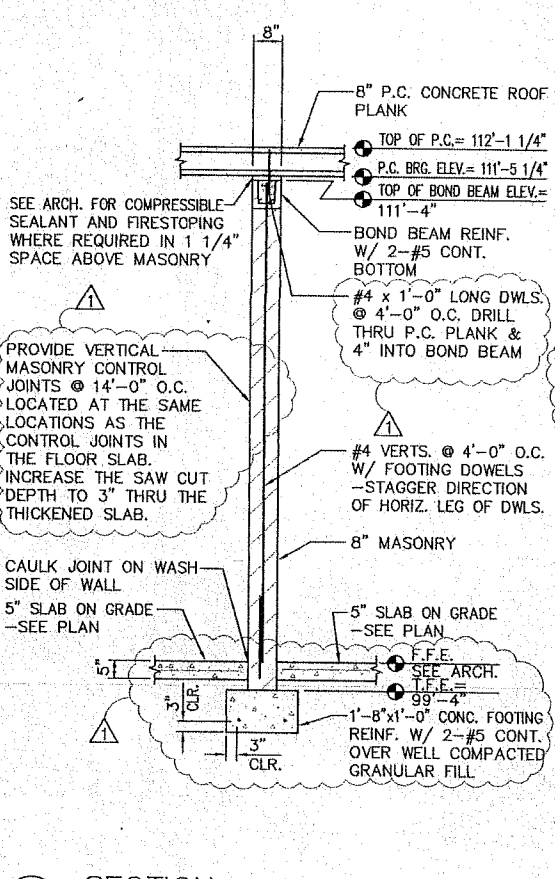
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S4 ROOF BEAM BRG. @ WALL



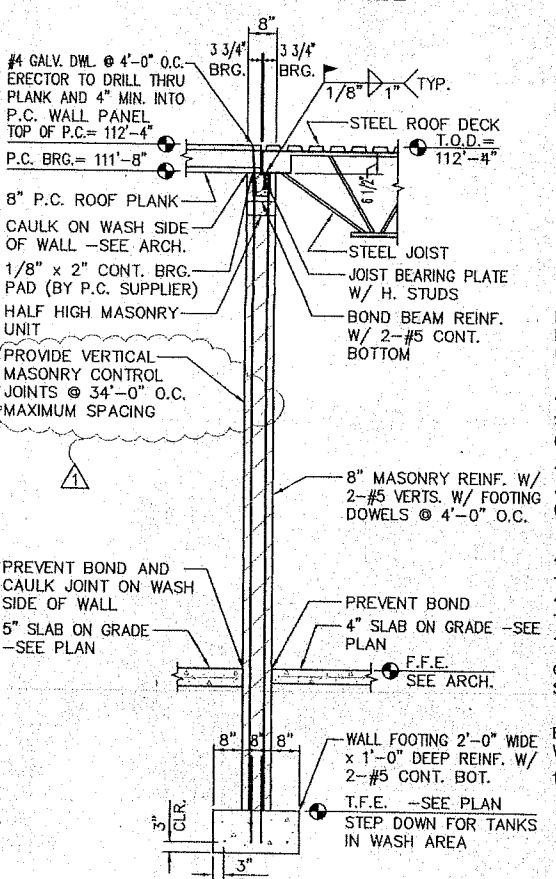
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S4 P.C. PLANK BRG. @ P.C. WALL



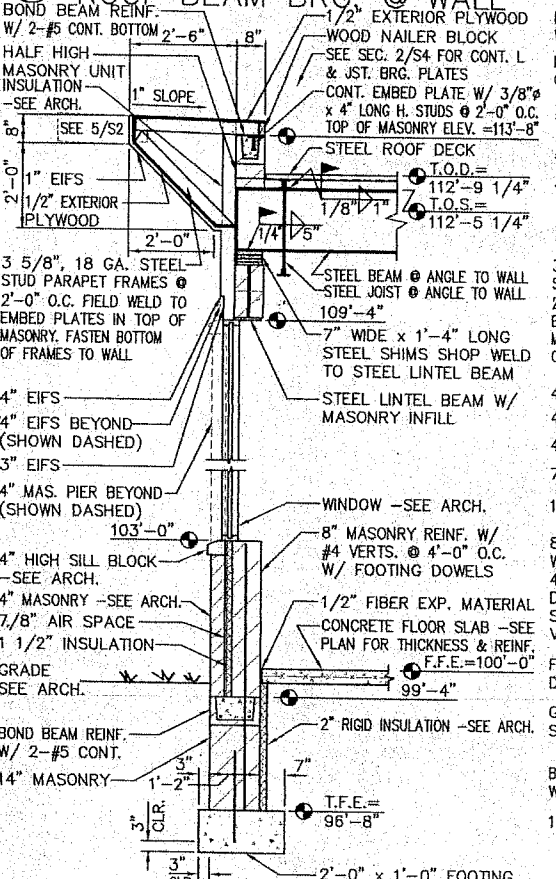
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S4 P.C. PLANK LAP @ P.C. WALL



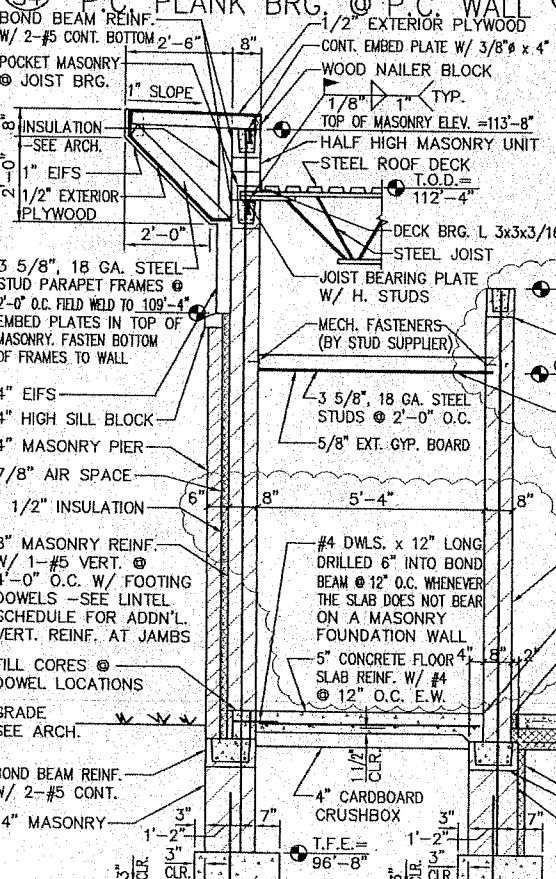
SECTION 6
S4 NON BEARING MASONRY WALL



SECTION 7
S4 JOIST & PLANK BRG. @ P.C. WALL

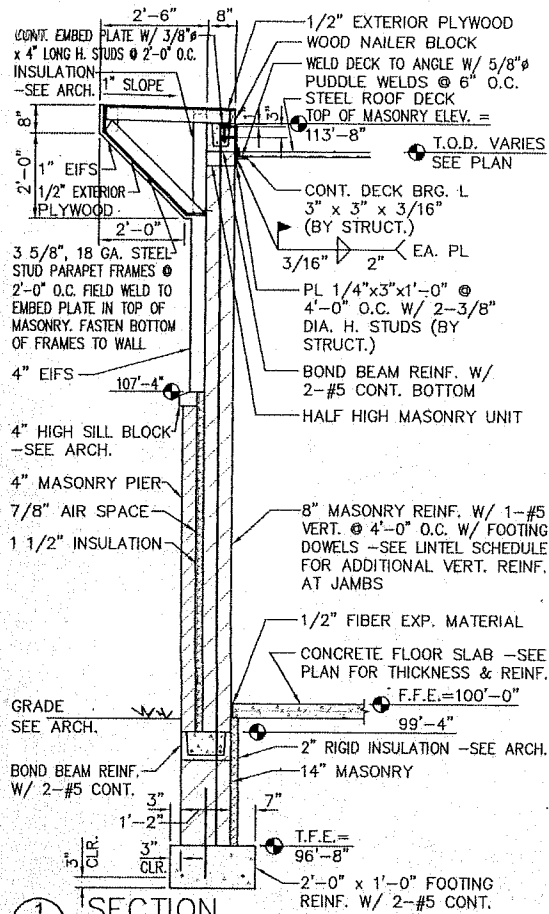


SECTION 8
S4 ROOF BEAM BRG. @ WALL

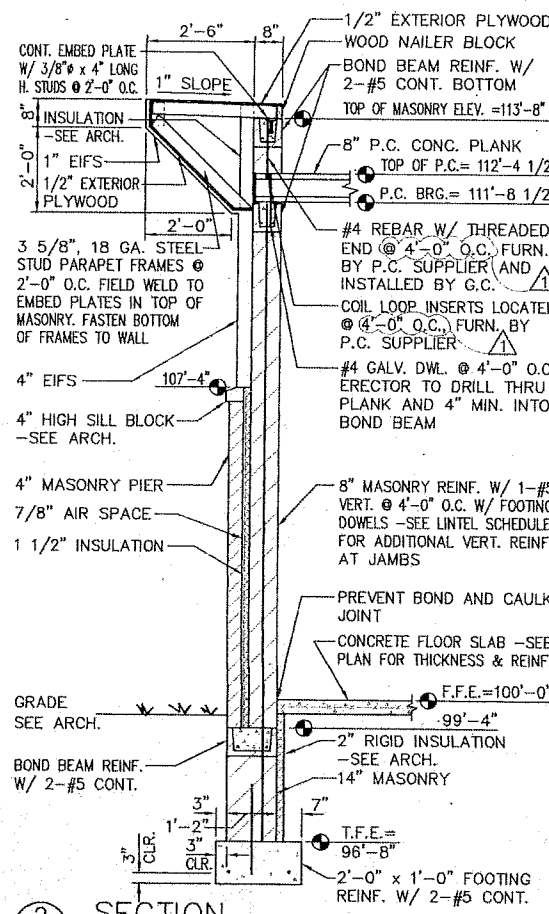


SECTION 9
S4 JOIST BRG. @ WALL @ ENTRY

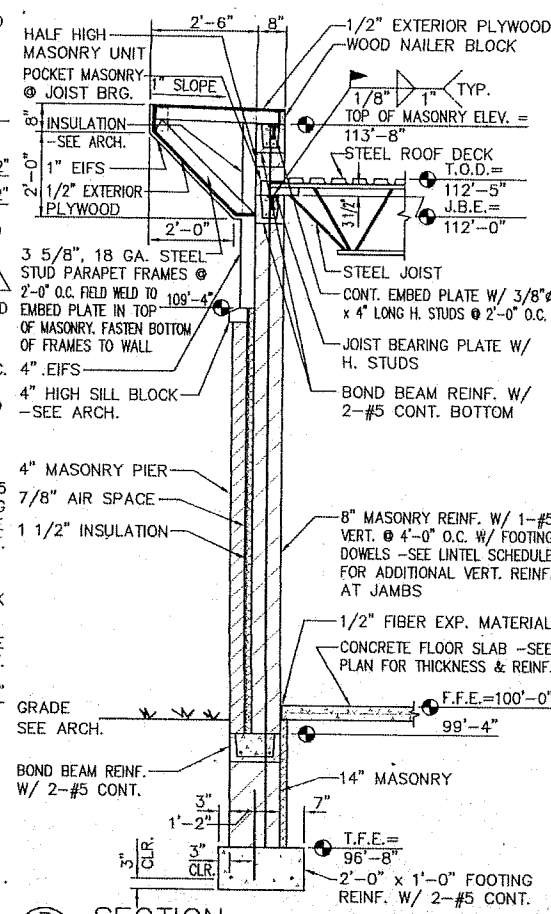
REVISIONS:
 1. I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Date: 11-25-02 A.R.K.
 Date: 11-25-02 A.R.K.
 NOTCH ENGINEERING CO.
 1250 Hennepine Ave.
 Minneapolis, MN 55404
 (612) 472-5566
 (612) 472-1577
 SECTION 11-25-02
 DATE: 11-25-02
 DRAWN: A.R.K.
 CHECKED: T.E.N.
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 C-STORE, EAST FOOD, CAR WASH AND GAS STATION
 SUNFISH EXPRESS
 FOR: VANAK LLC.
 RAMSEY, MINNESOTA
 SHEET NO.
 S4



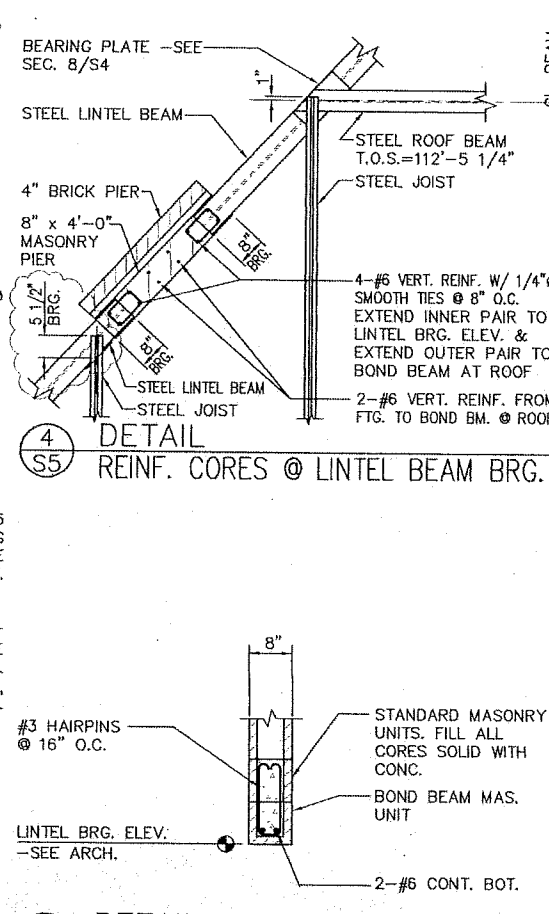
1 SECTION
S5 DECK BEARING @ WALL



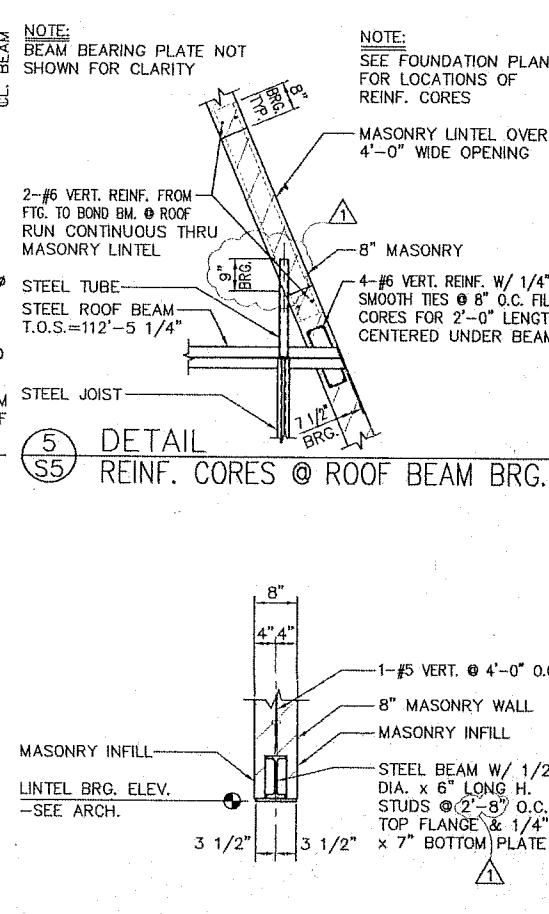
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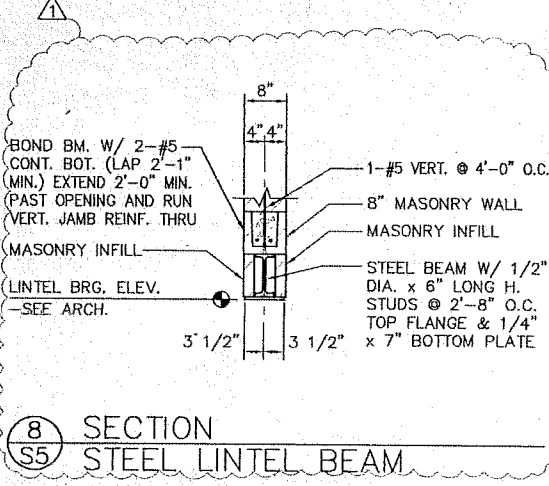
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S5 JOIST BRG. @ WALL



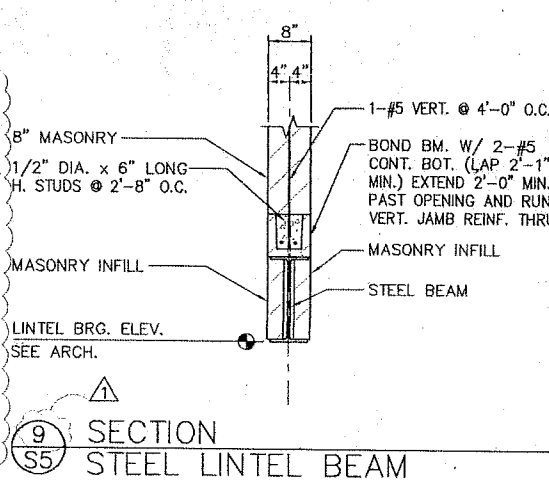
4 SECTION
S5 MAS. BUILT-UP LINTEL BEAM



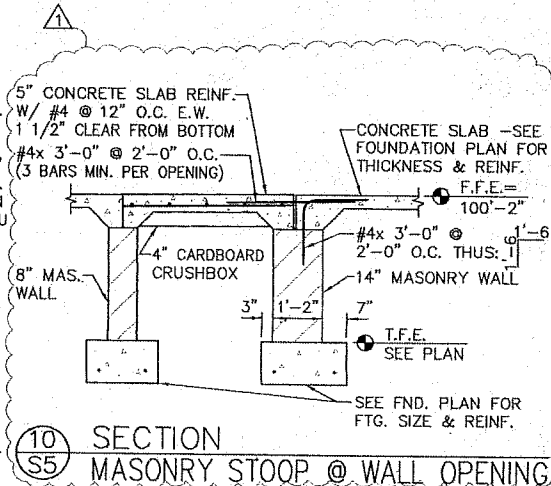
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S5 STEEL LINTEL BEAM



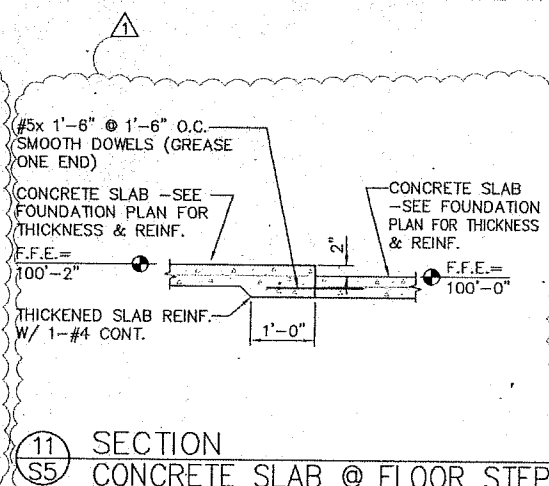
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S5 STEEL LINTEL BEAM



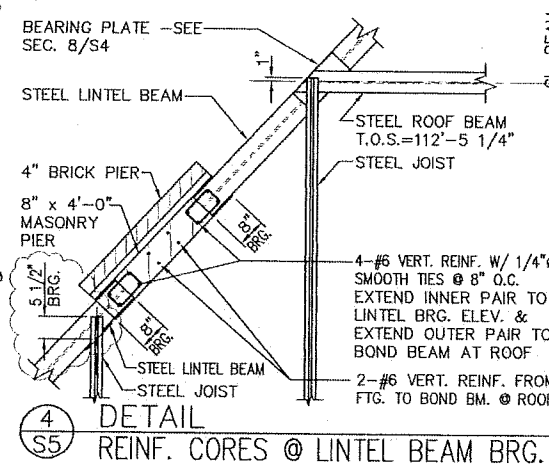
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S5 STEEL LINTEL BEAM



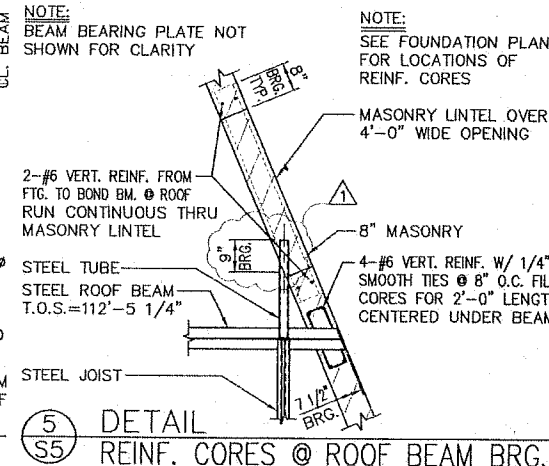
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S5 MASONRY STOOP @ WALL OPENING



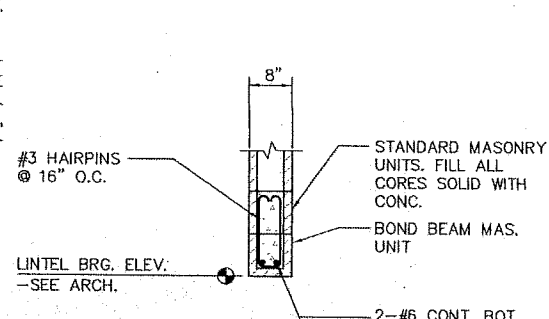
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S5 CONCRETE SLAB @ FLOOR STEP



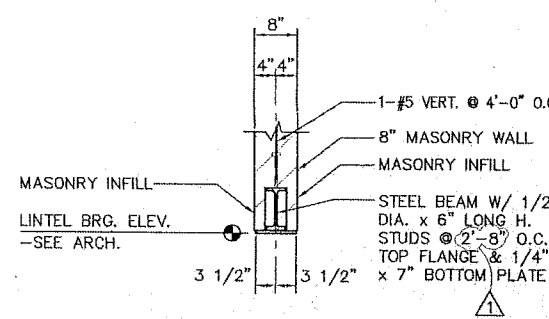
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S5 REINFORCING CORES @ ROOF BEAM BRG.



S5 MAS. BUILT-UP LINTEL BEAM



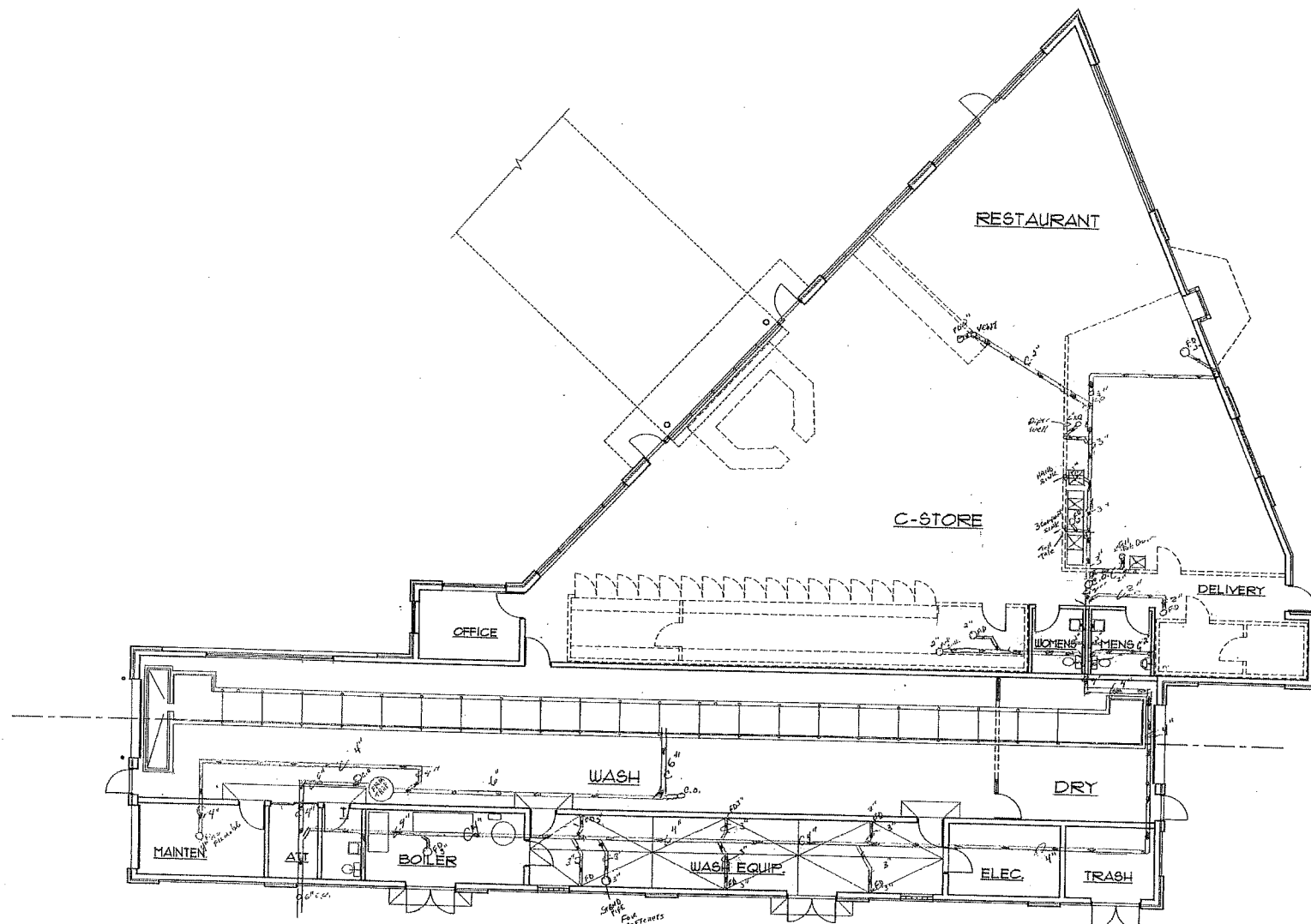
S5 STEEL LINTEL BEAM

REVISIONS:
 1 REVISION 11-25-02 A.R.K.
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 Date: 11/25/02 Registration No. 14947

NOTCH ENGINEERING CO.
 Drive 1250 Morningview
 Moorhead, Minnesota 56504
 TOM NOTCH, P.E.
 (812) 472-5566
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 STRUCTURAL DESIGN SERVICES

SECTIONS & DETAILS
 C-STORE, FAST FOOD, CAR WASH AND GAS STATION
 SUNFISH EXPRESS
 FOR: VANAK L.L.C.
 RAMSEY, MINNESOTA

SHEET NO.
 S5



MINNESOTA DEPARTMENT OF HEALTH
 This is a true and correct copy of the plumbing plan as shown on the plumbing date, NOV 04 2002



Drawing By: Steven Kraemer
 Floor: Kraemer-Mech, Inc.
 Lic # 5180 PM
 Phone # 651 462 2194

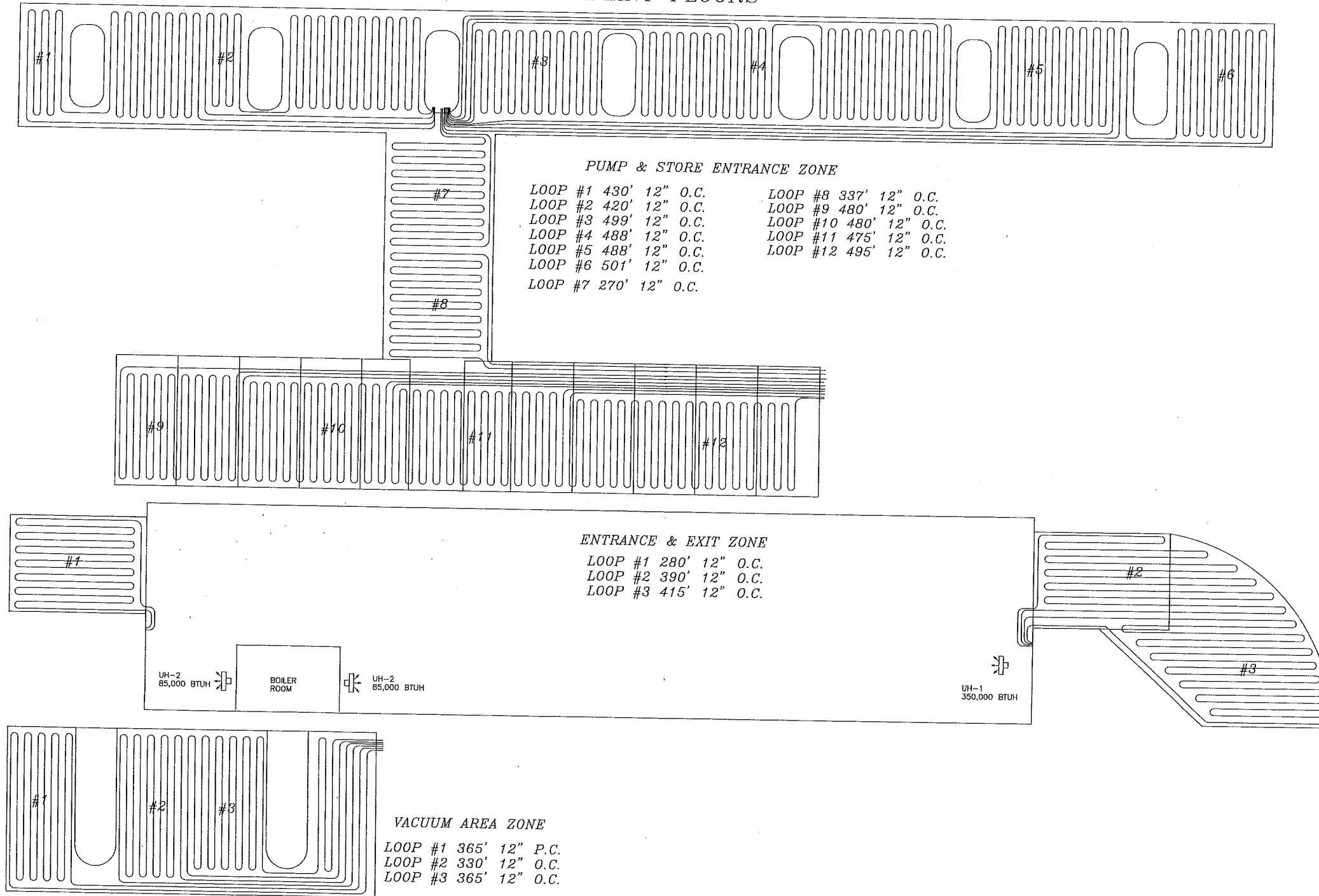
C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH LAKE BLVD PROJECT
 FOR: YANAK LLC.
 RAMBET, MINNESOTA

Plumbing w/ast

comm	date 9/24/02
drawn	checked
revised	

P 1

NORTHERN RADIANT FLOORS



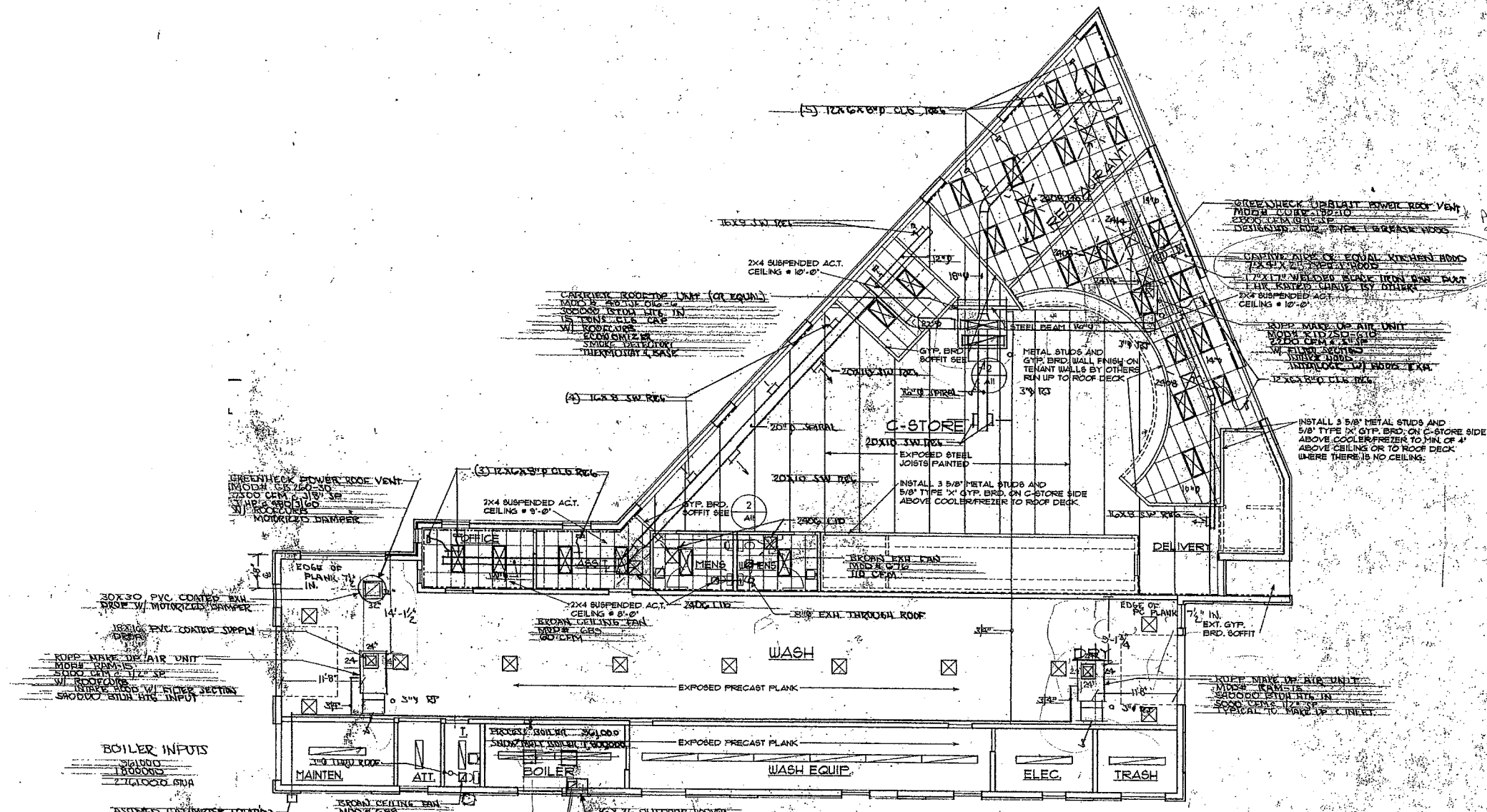
DRAWN BY LMS
 CHECKED BY WMD
 DATE 02/13/03
 SCALE SEE PLAN
 PROJECT# 2003-111

REVISIONS
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION, AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 Wallace M. Duse
 16220
 REGISTRATION NO.
 02/13/03
 DATE

CAIN OUSE ASSOCIATES, INC.
 CONSULTING ENGINEERS
 BIRCH LAKE PROFESSIONAL BUILDING
 1310 EAST HIGHWAY 96
 WHITE BEAR LAKE, MINNESOTA 55110
 (651) 426-9549 Fax: (651) 426-5048

SUNFISH LAKE
 CAR WASH
 RAMSEY, MN
 HVAC FLOOR PLAN

SHEET NO.
 M1



GREENHECK POWER ROOF VENT
 MOD. 1000000
 1800000
 2700000 BTU/H

ROOF MAKE UP AIR UNIT
 MOD. 1000000
 1800000
 2700000 BTU/H

BOILER INPUTS
 1800000
 1800000
 2700000 BTU/H

ASSUMED WASHER LOCATION
 3111 C.F.M. @ 2.0316

- * Must have an automatic low water fuel cut off.
- * Must have 3" clearance around each boiler. 4' Top to ceiling.
- * Room must contain a fire alarm.
- * Plans Needed for car review

REFLECTED CEILING PLAN
 1/8" = 1'-0"



Approved Engineering System
Ball to be installed
** Plans Needed*

SCOTT D. KANE
 Reg. No. 9222

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
 FOR: YANAK I.L.C.
 6-401 WEST HIGHWAY 10, CITY OF RAMBEY, MINN. 55909

CENTRAIRE HEATING & A/C INC.
 7402 WASHINGTON AVE.
 EDEN PRAIRIE, MN. 55344

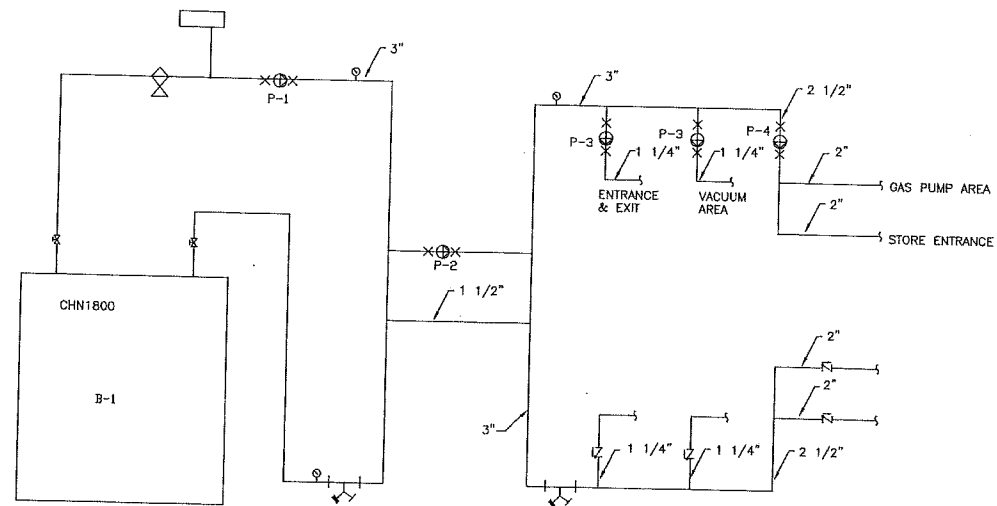
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 DATE 12/11/02

M-I HVAC

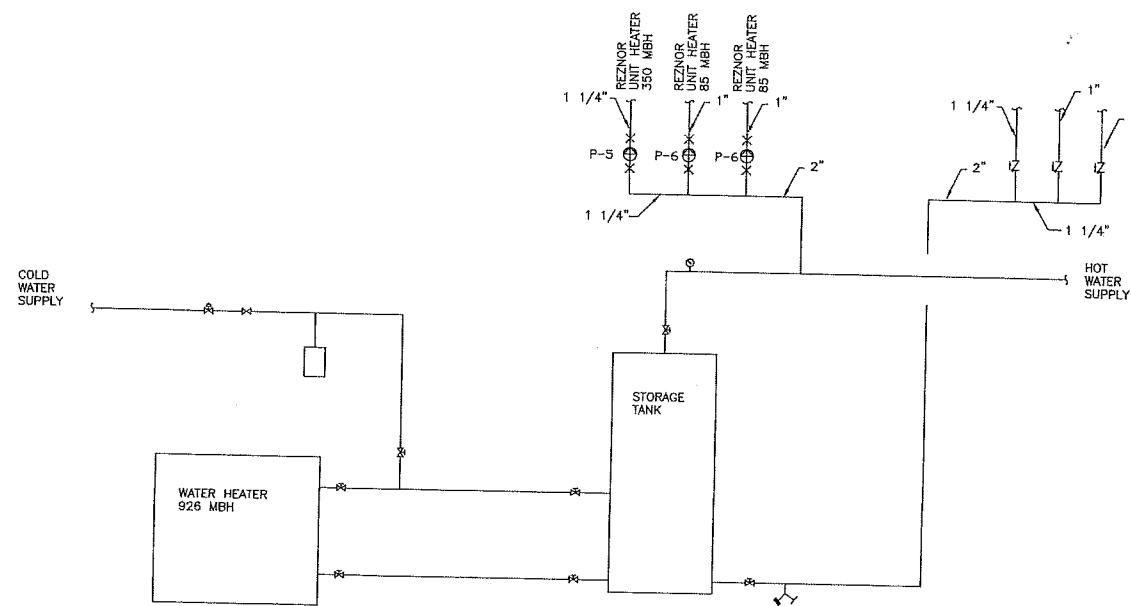
BOILER SCHEDULE								
NO.	MANUF	MODEL	MBH INPUT	MBH OUTPUT	GPM	ENT. WATER	LVG. WATER	NOTES
B-1	LOCHINVAR	CHN1800	1.8	1.512	150	180	160	

PUMP SCHEDULE											
NO.	LOC	TYPE	MFG.	MODEL	SIZE	GPM	HP	RPM	FT OF HEAD	SERVES	NOTES
P-1	SEE PLN	INLINE	GRUNDFOS	TP80-80/4	--	150	1.5	1750	10	HYDRONIC PRIMARY	
P-2	SEE PLN	INLINE	GRUNDFOS	UP4375F	--	30	1/6	1750	10	INJECTION	
P-3	SEE PLN	INLINE	GRUNDFOS	UP2699F	--	20	1/8	1750	10	INJECTION	
P-4	SEE PLN	INLINE	GRUNDFOS	UP50-80/2	--	80	3/4	1750	15	INJECTION	
P-5	SEE PLN	INLINE	GRUNDFOS	UP2699BF	--	20	1/8	1750	15	UNIT HTR	
P-6	SEE PLN	INLINE	GRUNDFOS	UP1642SF	--	10	1/25	1750	6	UNIT HTR	

UNIT HEATER SCHEDULE (HOT WATER)										
NO.	LOCATION	MFG	MODEL	MBH OUTPUT	EWT/LWT	FAN DATA			DIMENSIONS L X H X D	NOTE
						CFM	HP	RPM		
UH-1	CARWASH	REZNOR	WS300/350	350	120/100	4750	1.140	1080	115/1	--
UH-2	CARWASH	REZNOR	WS60/85	85	120/100	1250	.150	1800	115/1	--



(A) CARWASH SNOWMELT PIPING DIAGRAM
NTS



(B) UNIT HEATER PIPING DIAGRAM
NTS

LMS
DRAWN BY
CHECKED BY WMD
DATE 02/13/03
SCALE SEE PLN
PROJECT# 2003-111

REVISIONS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Wallace M. Ouse
Wallace M. Ouse
16220
REGISTRATION NO.
DATE 02/13/03

CAIN OUSE ASSOCIATES, INC.
CONSULTING ENGINEERS
BIRCH LAKE PROFESSIONAL BUILDING
1310 EAST HIGHWAY 96
WHITE BEAR LAKE, MINNESOTA 55110
(651) 426-9549 Fax: (651) 426-5048

SUNFISH LAKE
CAR WASH
RAMSEY, MN
HVAC FLOOR PLAN

SHEET NO.

M2

Master
Civil & Construction Engineering, Inc.

2104 FOURTH AVE. S.
MINNEAPOLIS, MN 55404
BUS: (612) 872-9200
FAX: (612) 872-9201

NEW CARWASH &
CONVENIENCE STORE
Sunfish Commons
Ramsey, MN
For: RAJA DEVELOPMENT

DESIGN AND CONSTRUCTION L.L.C.
850 - 77TH AVENUE N.E. FRYDOLM, MN 55432
TELEPHONE (612) 571-3000 FAX (612) 571-9888

PROJECT NO.	0233010	
DRAWN	CMM	
CHECKED	BCM	
DATE	07/12/02	
REVISION	NO.	DATE
City Comments	1	1/22/02
Construction Docs. 100%	2	4/17/02

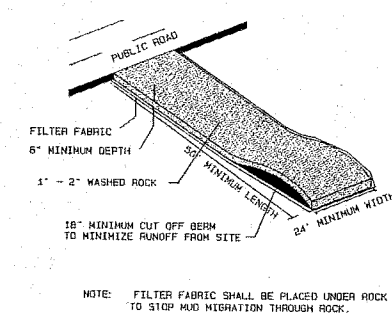
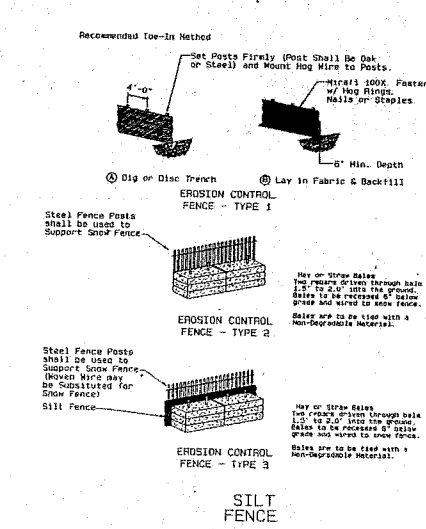
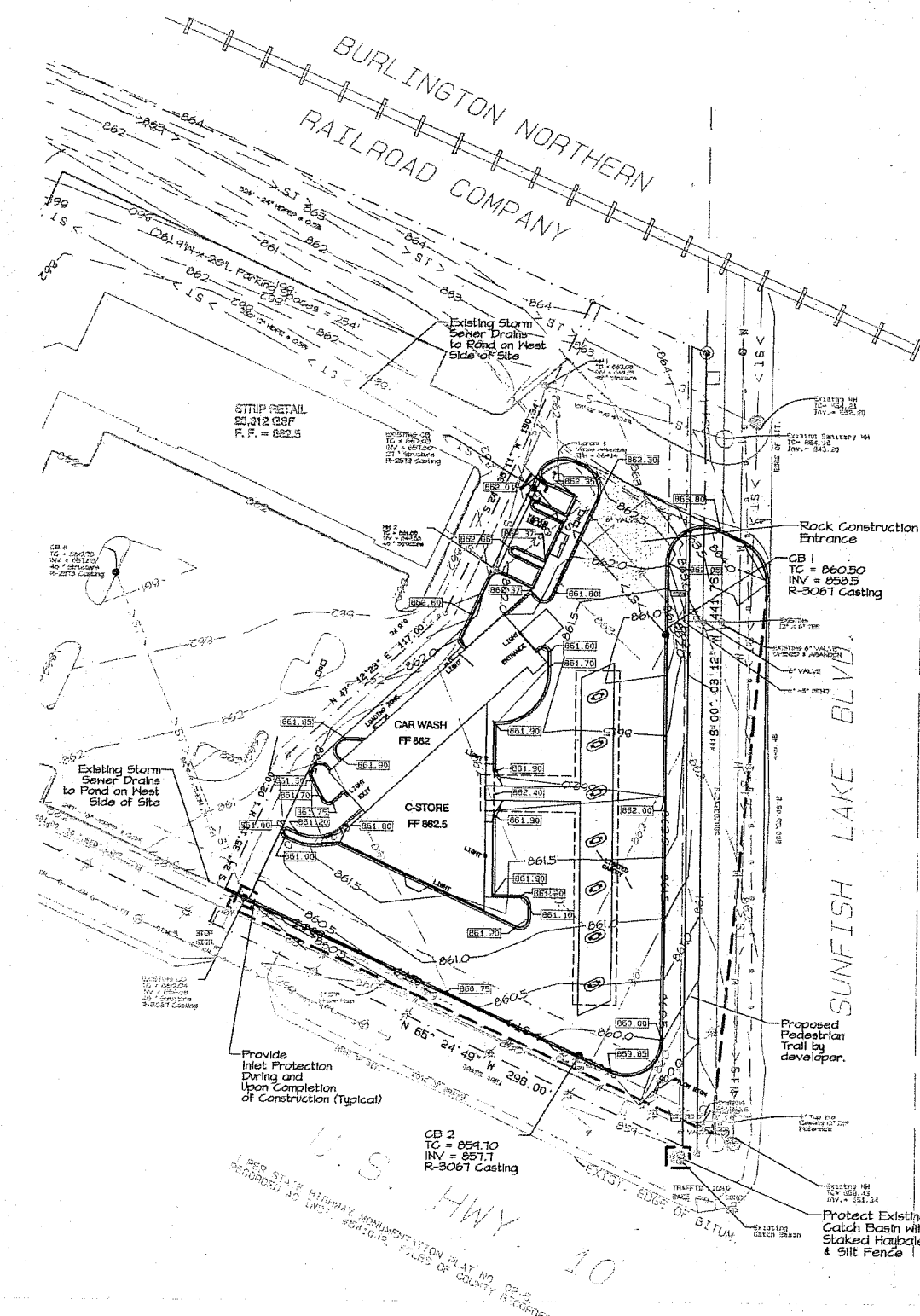
CERTIFICATION
I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED UNDER THE LAWS OF THE STATE OF MINNESOTA.
BARRY C. MURCAN
REGISTERED NO. 26493 DATE 9/1/02

CIVIL SHEET INDEX

SHEET	TITLE
C1	Grading & Erosion Control
C2	Site & Utility Plan

DRAWING TITLE:
GRADING & EROSION CONTROL
DRAWING NUMBER:

C1



LEGEND

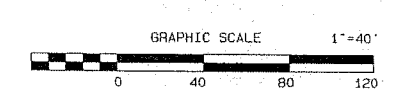
- EXISTING CONTOURS (Dashed)
- PROPOSED CONTOURS
- - - SILT FENCE
- EXISTING CONDITION (LIGHT)
- PROPOSED CONDITION (DARK)
- - - 862.00 PROPOSED SPOT ELEVATION (Flow Line)

Asphalt Pavement
1.5" Type 41 MnDOT Wear Course
1.5" Type 31 MnDOT Binder Course
6" CL 5 Crushed Aggregate or Recycle

- NOTES**
- Contractor is responsible to visit the site prior to bidding to assure scope of work is understood and to call architect or engineer prior to bidding for any clarification needed. There will be no additional compensation for items that could have been clarified prior to bid submittals.
 - All catch basins to be protected with erosion control until placement of asphalt pavement.
 - Erosion Control is to be in place prior to commencement of any grading.
 - Contours and spot elevations are to finished grade.
 - Erosion Control is to be maintained until construction is completed and new vegetation and surfacing is established.
 - Public streets are to be clean of debris and dirt on a daily basis.
 - Upon completion of project and establishment of vegetation or other surfaces, temporary erosion control to be removed.
 - All disturbed areas are to be restored.
 - Provide Rock Construction Entrance

State Law requires notification of Gopher One Call 48 hours prior to beginning work. Call 651.454.0002 for location of utility owned lines. Private utility lines will not be located as part of Gopher One Call, but can be located by a contract locator or other suitable means. Contractor is responsible for locating all utility lines prior to construction.

Existing Survey information based on Boundary & Topographic Survey performed by John Oliver & Associates dated 8-15-2000, Master Engineering Civil Plans dated May 1, 2001 and as built information provided by the city.



2104 FOURTH AVE. S.
MINNEAPOLIS, MN 55404
BUS: (612) 872-9200
FAX: (612) 872-9201

NEW CARWASH & CONVENIENCE STORE
Sunfish Commons
Ramsey, MN
For: RAJA DEVELOPEMENT

DESIGN AND CONSTRUCTION L.L.C.
220 - 77TH AVENUE N.E.
PRIDLEY, MN 55432
TELEPHONE (612) 971-3000 FAX (612) 971-6883

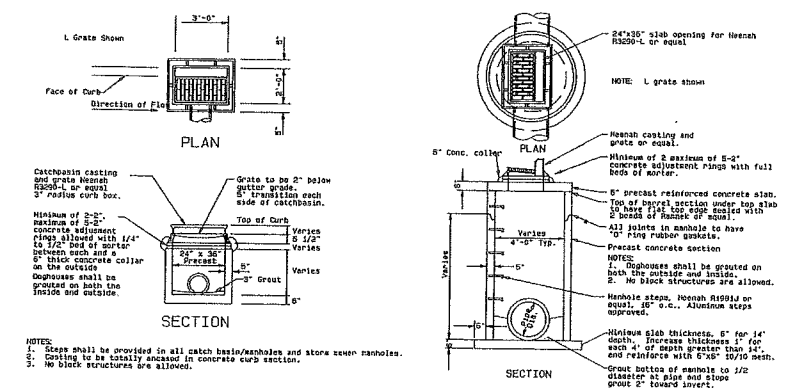
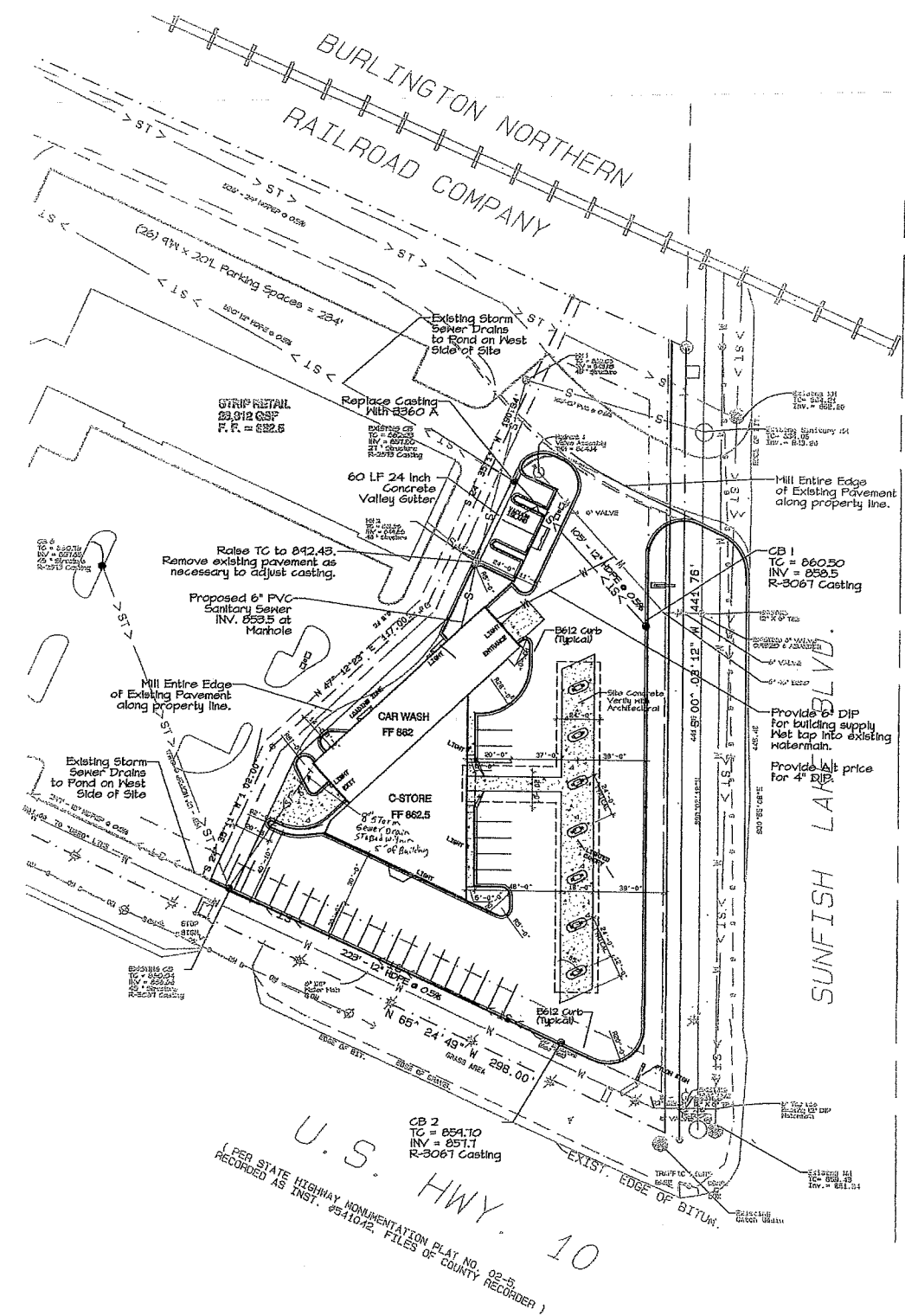
PROJECT NO.	0233010
DRAWN	GMM
CHECKED	BCM
DATE	07/12/02
REVISION	NO. DATE
City Comments	1 7/22/02
Construction Docs. 100%	2 9/17/02

CERTIFICATION
I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A D.E.L.T. REGISTERED UNDER THE LAWS OF THE STATE OF MINNESOTA
Barry C. Morgan
BARRY C. MORGAN
REGISTRATION NO. 28453 DATE: 9/17/02

CIVIL SHEET INDEX

SHEET	TITLE
C1	Grading & Erosion Control
C2	Site & Utility Plan

DRAWING TITLE:
UTILITY & PAVING PLAN
DRAWING NUMBER:
C2



LEGEND

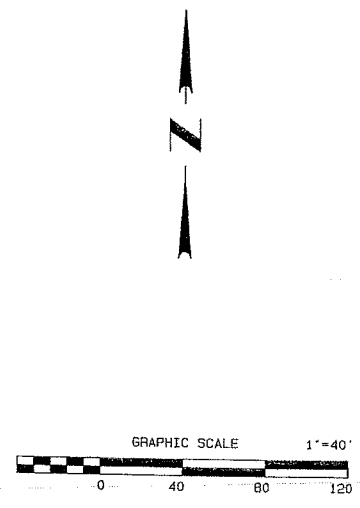
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- PROPOSED CONTOURS
- - - SILT FENCE
- - - EXISTING CONDITION (LIGHT)
- PROPOSED CONDITION (DARK)
- [662.00] - PROPOSED SPOT ELEVATION (Flow Line)

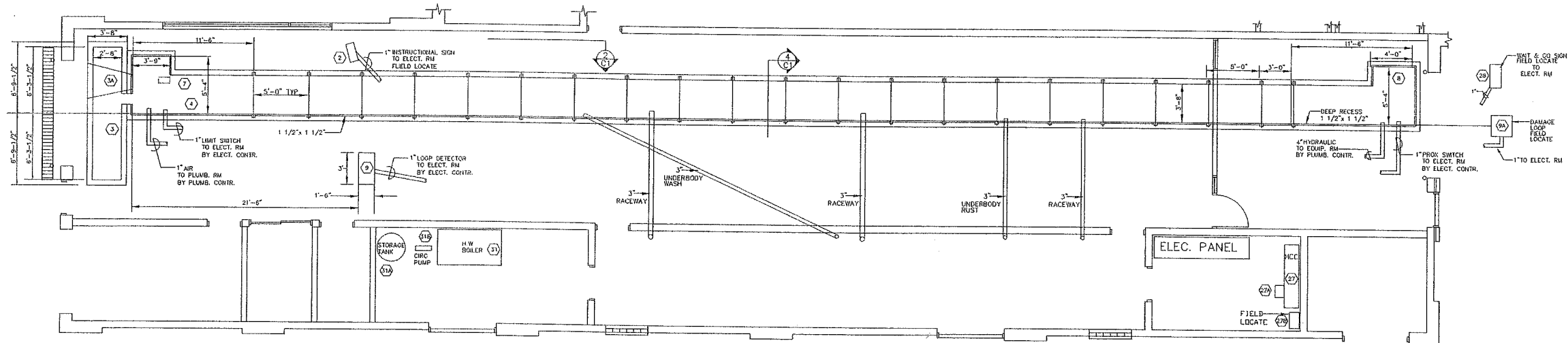
Asphalt Pavement
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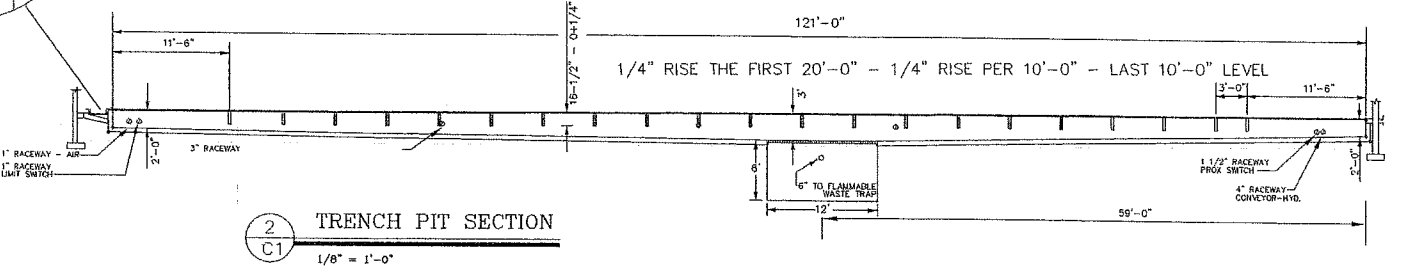
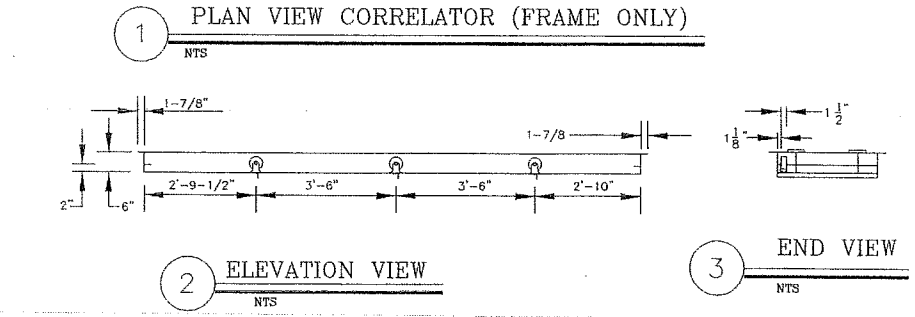
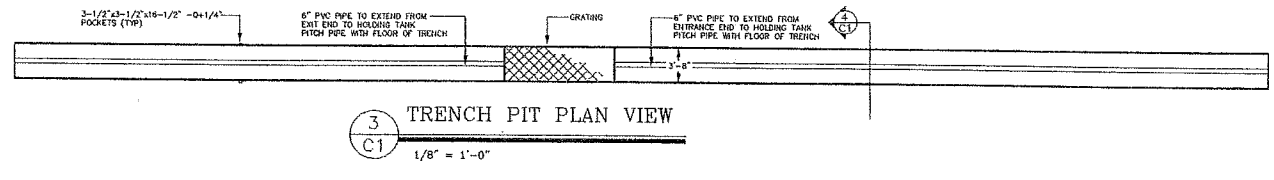
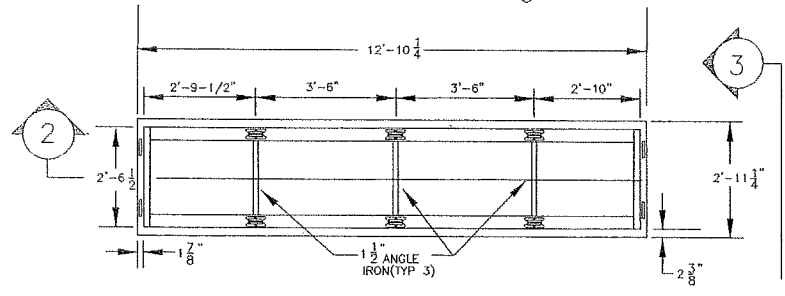
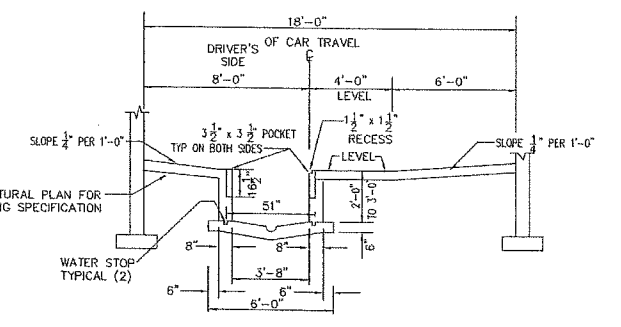
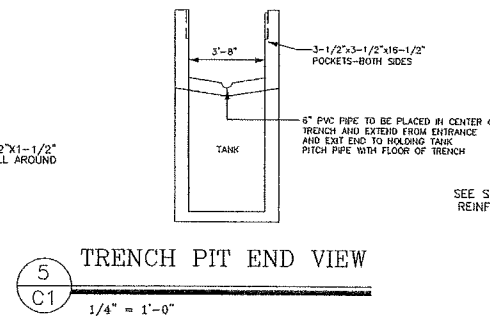
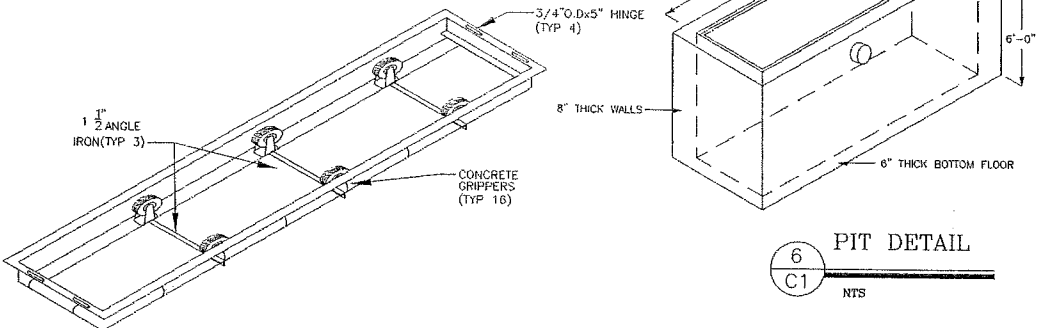


(1091) 120'-0" REAR WHEEL PUSH
1 MECHANICAL RM AND WASHBAY PLUMBING LAYOUT
 C1

ALL WORK INDICATED - REFERENCE ONLY
 AUTHORIZED CONTRACTORS ARE RESPONSIBLE FOR ALL WORK
 ALL EQUIPMENT PROVIDED UNLESS OTHERWISE NOTED.
 COORDINATE THE INSTALLATION OF SLEEVES WITH THE PLUMBING,
 ELECTRICAL AND EQUIPMENT CONTRACTOR FOR LOCATION
 AND TO VERIFY SIZES. SEE STRUCTURAL AND ARCHITECTURAL.

- CONTRACTOR NOTES**
 THE CONTRACTOR IS TO FURNISH THE FOLLOWING
 ITEMS AND INSTALL THEM EXCEPT AS NOTED.
- 1 P.V.C. RACEWAYS / LENGTH AS REQUIRED
 - 2 ALL GRATES AND CONVEYOR BEAMS TO BE PROVIDED & INSTALLED BY EQUIPMENT COMPANY

- NOTES**
- 1 INSTALL P.V.C. PIPE UNDERGROUND TO CONVEYOR - HYDRAULIC PUMP LOCATION TO ACCOMMODATE HYDRAULIC HOSES. SEE PLAN
 - 2 THE 4" I BEAMS ARE TO BE PLACED ACROSS THE SUPPORT BEAM POCKETS ONLY AFTER THE CONCRETE WORK HAS BEEN COMPLETED. BY EQUIPMENT SUPPLIER
 - 3 THE CORRELATOR STEEL FRAME IS TO BE SET AT SLOPES INDICATED SET LEVEL ACROSS TRENCH AND FOURED IN PLACE. EQUIPMENT SUPPLIER TO SUPERVISE.
- NOTE: ALL WORK TO MEET LOCAL CODES



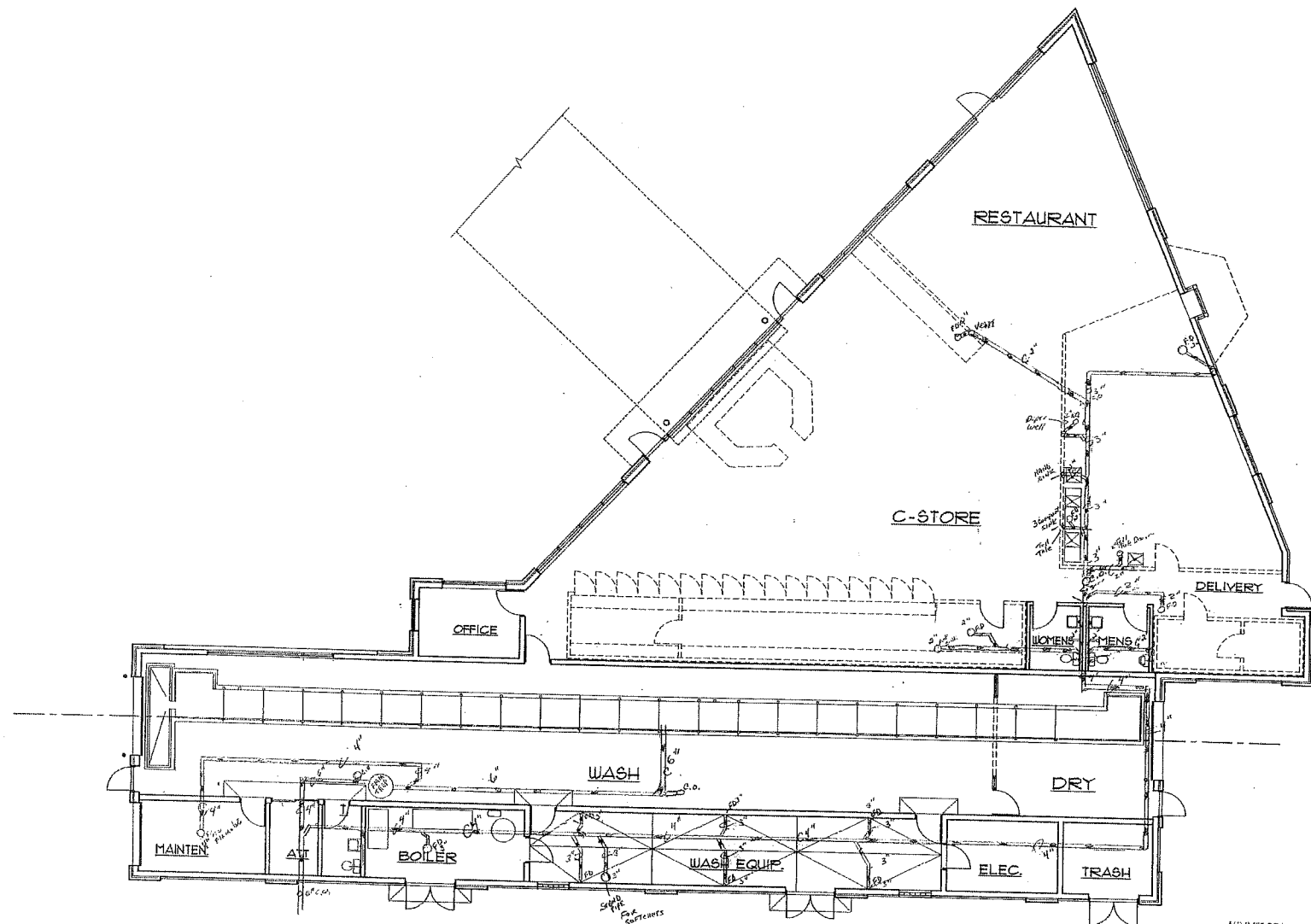
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 drawn by: [blank]
 checked by: [blank]
 date: 09/17/02
 project no: [blank]

revisions:

AG Enterprises

SUNFISH
 RAMSEY MINNESOTA

sheet number: C1



MINNESOTA DEPARTMENT OF HEALTH
 This drawing is subject to the jurisdiction of the Department of Health
 of the State of Minnesota.
 plumbing date: **NOV 04 2002**

Drawing by: Steven Krasner
 from: Krasner-Mitch, Inc.
 Lic # 5188 PM
 Phone # 651 462 2194

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH LAKE BLVD PROJECT
 FOR: VANAK LLC.
 RAINBET, MINNESOTA

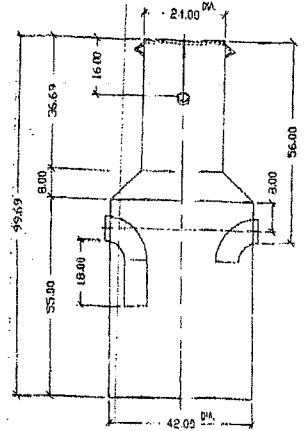
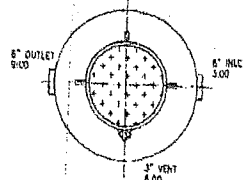
Plumbing wst

comm	date 9/2/02
drawn	checked
revised	

P	1
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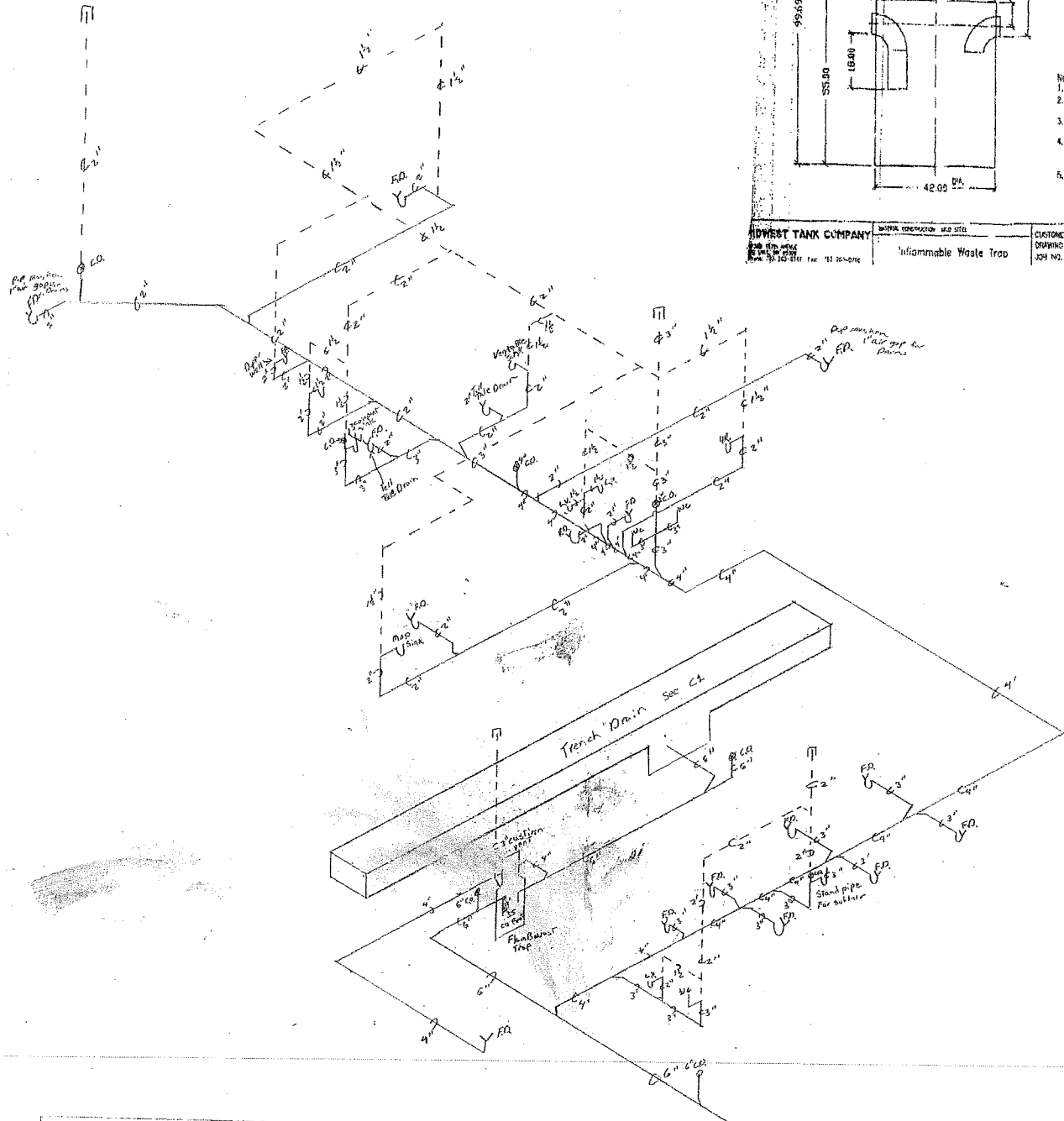
Tests All plumbing work shall be inspected, tested and approved as required by the local and State plumbing inspectors and Department of Health. Tests shall be made in the presence of the plumbing inspector or his duly authorized representatives and he shall furnish the owner with a certificate. All work shall prove absolutely tight under required connected to fixtures and equipment.

Waste and Vent inside the Building: PVC Schedule #40. See plumbing codes for limitations. Use standard weight no-hub cast iron where building codes do not permit plastic. Do not use plastic pipe in return air ceiling plenums. PVC piping solvent welding using purple primer.

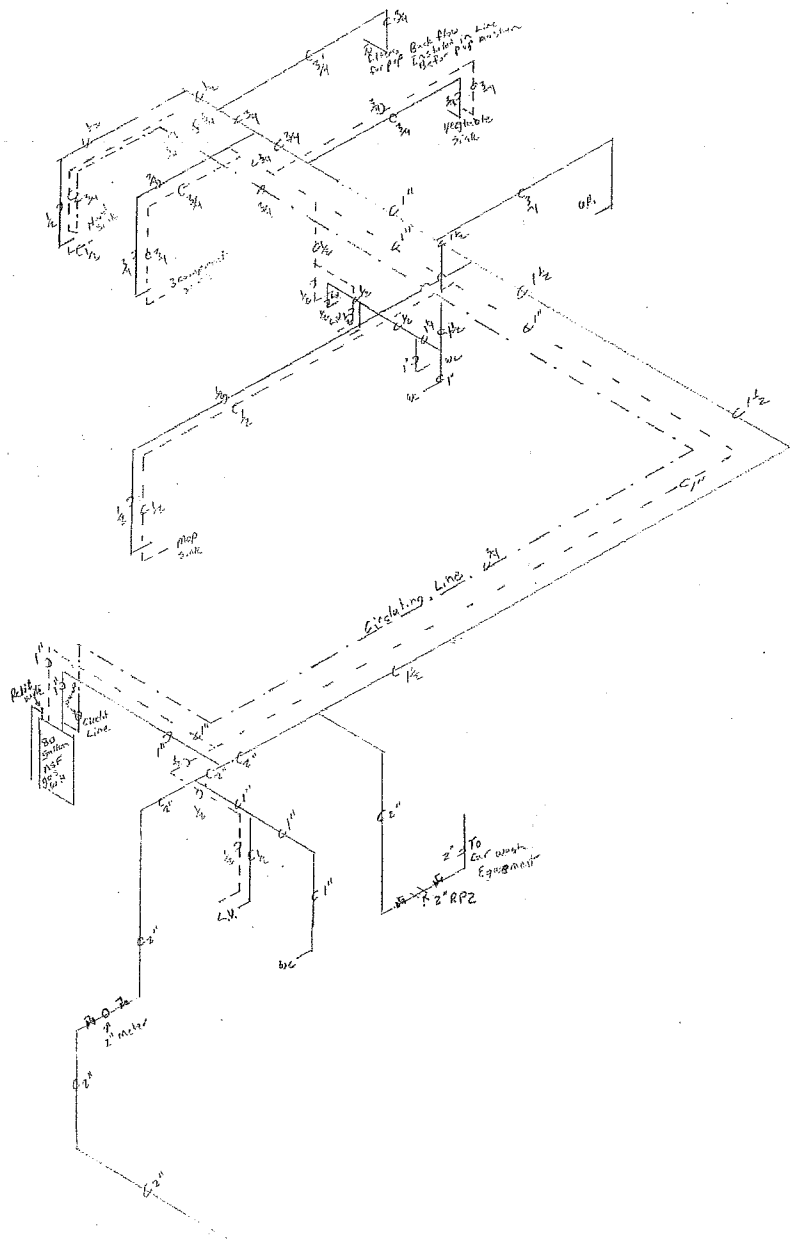


- Notes:
1. 80 Cubic Ft Capacity.
 2. Shop tested with 2-ppt. (test certificate supplied upon request)
 3. Meets the Minnesota state plumbing code for inflammable waste traps.
 4. Working pressures by a qualified welder. (a working pressure qualification test record per DW 484 provided upon request.)
 5. Protective coating applied in A only.

WEST TANK COMPANY
 CUSTOMER: KRAMER MECH
 DRAWING NO. 15539
 DATE: 11/15/84



WAST AND VENT
 --- WAST LINES
 --- VENT LINES



WATER P.P. Sizing
 --- Cold
 --- Hot
 --- Circulating Line
 Chart used 200' 46 To 60 Psi

Disinfecting Requirements: Before the system is put into use, this contractor shall disinfect the building water supply piping as recommended by the Department of Health.

Water: Type M copper with soldered joints as per plumbing code.

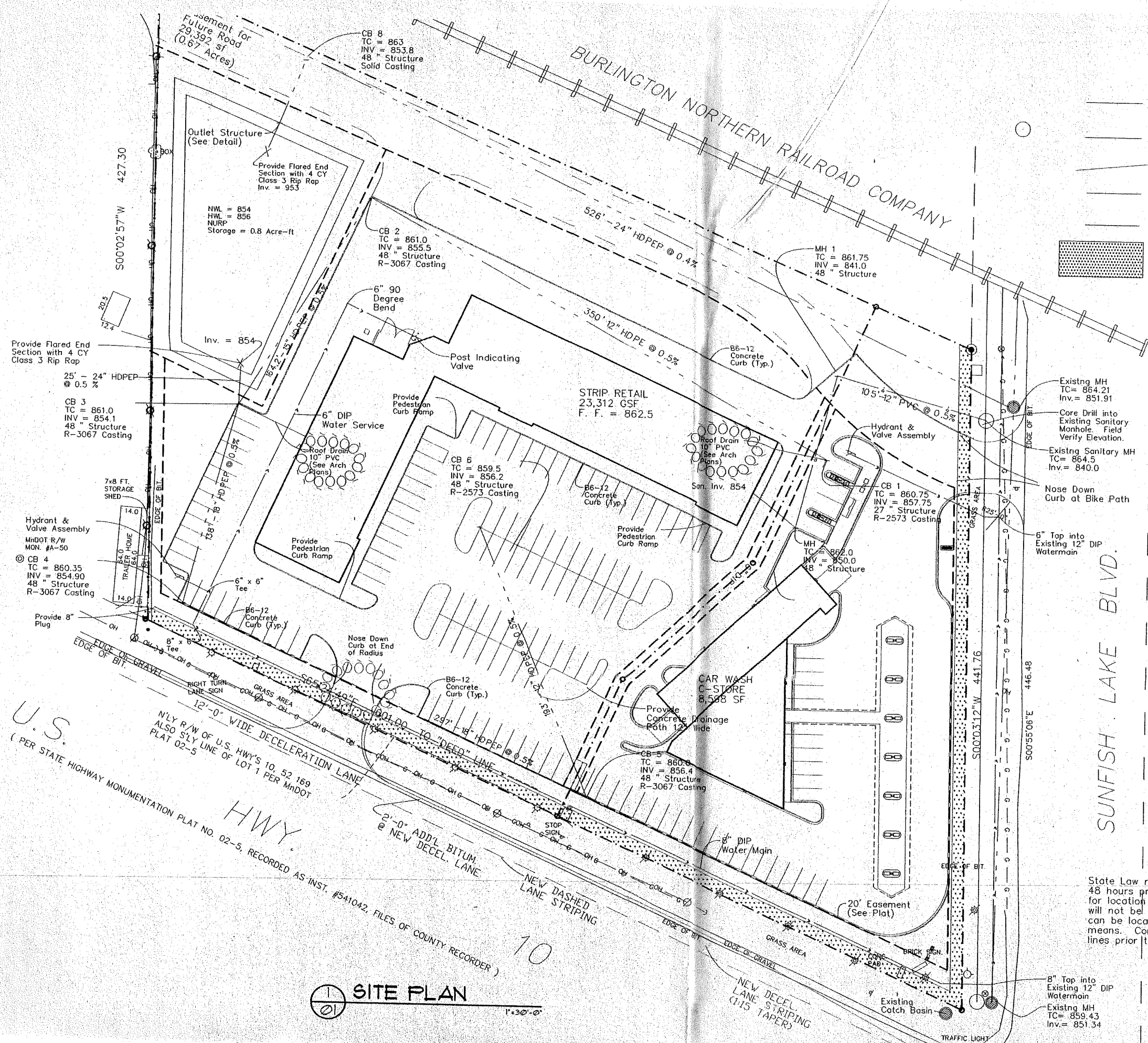
NOV 14 1984

Drawing By Steven Krammer
 From Krammer Mech. Inc.
 Lic. # 5188 P.M.
 Phone # 651-462-2194

C-STORE, EAST FOOD, CAR WASH, AND GAS STATION
 SUNFISH LAKE BLVD PROJECT

Plumbing
 WAST VENT and
 water

P 2



- LEGEND**
- PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - EXISTING CONDITION (LIGHT)
 - PROPOSED CONDITION (DARK)
 - Heavy Duty Pavement (See Geotechnical Report for Section)
All Other Areas Light Duty

EG
DESIGN AND CONSTRUCTION LLC.
 220 7TH AVENUE NE
 FREDLEY MN 55433
 TELEPHONE (612) 571-3000
 FAX (612) 571-2885

NEW CAR WASH & CONVENIENCE STORE FOR
RAJA DEVELOPMENT
 SUNFISH COMMONS
 RAMSEY, MINNESOTA

2/13/2012 9:30Z
 Date Reg. No.
 This plan has been reviewed and approved by the Minnesota State Engineer under the authority of the Minnesota State Engineer.
J. R. OLIVER

OVERALL SITE PLAN
 Comm. 02/13/12 Date 2/13/12
 Drawn GUS checked JLO
 revised TJS:00

State Law requires notification of Gopher One Call 48 hours prior to beginning work. Call 651.454.0002 for location of utility owned lines. Private utility lines will not be located as part of Gopher One Call, but can be located by a contract locator or other suitable means. Contractor is responsible for locating all utility lines prior to construction.

Existing Survey information based on Boundary & Topographic Survey performed by John Oliver & Associates dated 6-15-2000

SITE PLAN
 1"=30'-0"

U.S. (PER STATE HIGHWAY MONUMENTATION PLAT NO. 02-5, RECORDED AS INST. #541042, FILES OF COUNTY RECORDER)
 N'LY R/W OF U.S. HWY'S 10, 52 169 ALSO S'LY LINE OF LOT 1 PER MNDOT PLAT 02-5
 HWY 10
 12'-0" WIDE DECELERATION LANE
 2'-0" ADD'L BITUM. @ NEW DECEL. LANE
 NEW DASHED LANE STRIPING
 NEW DECEL. LANE STRIPING (1:15 TAPER)

SUNFISH LAKE BLVD.

BURLINGTON NORTHERN RAILROAD COMPANY

ATTACHMENT 2

Phase I Environmental Site Assessment,
dated January 10, 2017,
prepared by Braun Intertec,
(Includes 43 pages)

Phase I Environmental Site Assessment

Vacant Gasoline Station/Convenience Store
6401 Highway 10 NW
Ramsey, Minnesota

Prepared For

City of Ramsey

and

State of Minnesota

January 10, 2017

Project B1610732

Mr. Patrick Brama
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Phase I Environmental Site Assessment
Vacant Gasoline Station/Convenience Store
6401 Highway 10 NW
Ramsey, Minnesota

Dear Mr. Brama:

In accordance with your written authorization, Braun Intertec Corporation conducted a Phase I environmental site assessment (ESA) of the above-referenced site (Site). The objective of the Phase I ESA was to evaluate the Site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) standards and practices. The Phase I ESA was conducted in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E1527-13 and 40 Code of Federal Regulations (CFR) Part 312.

The Phase I ESA was prepared on behalf of, and for use by the City of Ramsey and the State of Minnesota. No other party has a right to rely on the contents of the Phase I ESA without written authorization by Braun Intertec. The Phase I ESA was prepared in association with the purchase of the Site. Please refer to the attached report for the scope, methods and conclusions of our assessment.

We appreciate the opportunity to provide our professional services for you for this project. If you have any questions regarding this letter or the attached report, please contact Kelly Brown at 952.995.2614 or James Stephan at 952.995.2676.

Sincerely,

BRAUN INTERTEC CORPORATION



Kelly W. Brown
Senior Scientist



James E. Stephan
Senior Scientist

Attachment:
Phase I Environmental Site Assessment Report

AA/EOE

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I:	References
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Executive Summary

Braun Intertec Corporation conducted a Phase I Environmental Site Assessment (ESA) of a vacant gasoline station/convenience store located at 6401 Highway 10 NW in Ramsey, Minnesota (Site) in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E1527-13 and 40 Code of Federal Regulations (CFR) Part 312.

At the time of this assessment, the Site consisted of an approximate 1.64-acre parcel developed with a vacant gasoline station/convenience store with an attached carwash. The building has been vacant for approximately the past three years. Four empty underground storage tanks are located on the Site. The surrounding area is developed for commercial uses.

Our research has revealed that the Site had been used as a farmstead from at least 1938 through at least 1957. The Site was then occupied by a commercial building from 1965 until 2001. The commercial building was located in the west-central portion of the Site and extended northwesterly onto what is now the adjoining parcel. Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Petroleum impacted soils and groundwater have been documented on the Site from the past automobile sales and services uses. The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. The surrounding area was historically developed as cultivated cropland with scattered farmsteads and has been progressively redeveloped for commercial use.

This assessment identified no recognized environmental conditions in connection with the Site, with the exception of the following:

- The Site was formerly occupied by automobile dealerships. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Soil and groundwater impacts on the Site and the adjacent parcel to the west were documented in association with these database listings. This represents a recognized environmental condition.
- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. Four empty underground storage tanks are located on the Site. There is a potential for past unreported releases associated with the use of the tanks. This represents a recognized environmental condition.

This assessment identified no controlled recognized environmental conditions or historical recognized environmental conditions in connection with the Site.

Additional Considerations

An additional consideration is a condition that does not meet the definition of a recognized environmental condition, controlled recognized environmental condition, or historical recognized environmental condition but, in our opinion, should be brought to the attention of the User. The following additional considerations were identified during the Phase I ESA.

Historically, farmstead buildings and a commercial building were located on the Site. It is unknown if the demolition debris associated with the buildings was buried on the Site or hauled away for disposal. The potential exists that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during future earthwork or redevelopment activities. If fill soils, which could include demolition debris and other wastes, are encountered during such activities, then additional evaluation of the fill soils might be required for management and disposal purposes.

Braun Intertec prepared a hazardous material survey report on November 28, 2016 pertaining to the Site building that identified and quantified asbestos-containing materials (ACM), lead-based paint, and other hazardous materials that would require special management, handling and disposition prior to demolition.

A. Introduction

A.1. Purpose

Braun Intertec Corporation received authorization from Mr. Patrick Brama of the City of Ramsey (Client) to conduct a Phase I Environmental Site Assessment (ESA) of a vacant gasoline station/convenience store located at 6401 Highway 10 NW in Ramsey, Minnesota (Site). The objective of the Phase I ESA was to evaluate the Site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) standards and practices. The Phase I ESA was conducted in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E1527-13 and 40 Code of Federal Regulations (CFR) Part 312. No intentional deviations from the ASTM Practice E1527-13 were made in conducting this Phase I ESA for the Site. The Phase I ESA was prepared on behalf of, and for the use by the City of Ramsey and the State of Minnesota (Users) in accordance with the contract between the City of Ramsey and Braun Intertec, including the Braun Intertec General Conditions. No other party has a right to rely on the contents of the Phase I ESA without written authorization by Braun Intertec. All authorized parties are entitled to rely on the attached report according to our contract with Client, and under the same terms, conditions and circumstances. Please note that our contract with Client may contain a limitation of our total liability. If so, such limitation also applies to all those receiving this permission.

According to the User, the Phase I ESA was conducted in association with the purchase of the Site.

The purpose of this Phase I ESA was to evaluate the Site for indications of “recognized environmental conditions.” A recognized environmental condition is defined by ASTM Practice E1527-13 as: “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

In addition, a “controlled recognized environmental condition” is also a recognized environmental condition. A controlled recognized environmental condition is defined by ASTM Practice E1527-13 as “a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.”

A.2. Scope of Services

Services provided for this project included:

- Preparing a description of the Site location, current use and improvements, and surrounding area.
- Preparing a general description of the topography, soils, geology, and groundwater flow direction at the Site.
- Reviewing reasonably ascertainable and practically reviewable regulatory information published by state and federal agencies, health, and/or environmental agencies.
- Reviewing the history of the Site, including aerial photographs, fire insurance maps, directories, and other readily available Site development data.
- Conducting a reconnaissance and environmental review of the Site, including observations of the Site for indications of hazardous materials, petroleum products, polychlorinated biphenyls (PCBs), wells, storage tanks, solid waste disposal, pits and sumps, and utilities.
- Conducting an area reconnaissance, including a brief review of adjoining property uses and pertinent environmental information noted in the Site vicinity.
- Interviewing current owners and/or occupants of the Site and accessible past Site owners, operators and/or occupants, as available.
- Interviewing local government officials or agencies having jurisdiction over hazardous waste disposal or other environmental matters in the area of the Site, as available.
- Reviewing previous environmental reports prepared for the Site, if provided.
- Preparing a written report of our methods, results, and conclusions.

The Standard Scope of the ASTM Practice E1527-13 is not intended to provide a universal analysis of potential environmental risks and hazards. This assessment included no analysis of non-standard scope environmental risks and hazards unless otherwise listed above. Analysis of other non-standard scope issues by Braun Intertec would require additional contractual arrangements.

This assessment does not include vapor encroachment screening as defined in ASTM Practice E2600-10, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. ASTM Practice E2600-10 is not a requirement or component of “all appropriate inquiry,” but a tool for evaluating vapor migration. Its results are not determinative of whether hazardous substances from a release are or may be present at the property for the sake of “all appropriate inquiry” or ASTM Practice E1527-13. An ASTM Practice E2600-10 vapor encroachment screen is not within the scope of this Phase I ESA and will not be conducted unless specifically requested by the User. However, vapors present or likely present from hazardous substances or petroleum products are considered no differently than hazardous substances or petroleum products present or likely present as a result of a release to the environment. Therefore, while a vapor encroachment screening per the ASTM Practice E2600-10 standard is not part of this assessment, the potential for impacts to the property from vapor migration that is a result of a release of hazardous substances and/or petroleum products to the environment will be considered when assessing for the presence of a recognized environmental condition as defined by ASTM E1527-13.

A.3. User-Provided Information

The purpose of this section is to describe tasks to be performed by the “User.” The “User” as defined by ASTM Practice E1527-13, is “the party seeking to use ASTM Practice E1527-13 to complete an environmental site assessment of the property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager.”

As stated in 40 CFR 312 (the rule), the Brownfields Amendments provide important liability protections for Users who qualify as contiguous property owners, bona fide prospective purchasers, or innocent landowners. To meet the statutory requirements for any of these Landowner Liability Protections (LLPs), a User must meet certain threshold requirements and satisfy certain continuing obligations. To qualify as one of the three LLPs, the User must perform “all appropriate inquiries” (AAI) on or before the date on which the User acquired the Site. The rule defines AAI, which includes inquiries and activities performed by the User and an environmental professional (EP).

The rule allows (but does not mandate) the User performing AAI to conduct inquiries or activities that may include searches for environmental liens, assessments of any specialized knowledge on the part of the User, an assessment of commonly known or reasonably ascertainable information about the Site, and an assessment of the relationship of the purchase price to fair market value. However, if the User performing AAI conducts one or more of these inquiries and/or activities, the rule allows (but does not mandate) that the User may communicate information gathered from these inquiries and/or activities to their EP to identify a possible recognized environmental condition.

Braun Intertec provided a User Questionnaire to the Client as a means to communicate information gathered from these inquiries and/or activities to the EP. The User may elect whether to communicate this information to the EP and/or to communicate this information to the EP by other means (e.g., through conversation or submission of documents). As indicated in our contract, if multiple Users are requesting reliance on the Phase I ESA, the Client was responsible for forwarding a copy of the questionnaire to all appropriate entities (collectively the User).

User-supplied information is discussed in applicable sections of this report. Sections A.4.a through A.4.f present any information communicated to us by the User that the EP has determined to indicate the possible presence or likely presence of a recognized environmental condition.

A.3.a. Environmental Liens

An environmental lien is a charge, security, or encumbrance, upon title to the Site to secure the payment of a cost, damage, debt, obligation, or duty arising out of response actions, cleanup, or other remediation of environmental issues at the Site.

The User was not aware of a record or awareness of environmental liens recorded against the Site.

A.3.b. Activity and Use Limitations

Activity and Use Limitations (AULs) are legal or physical restrictions or limitations on the use of, or access to, a Site to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil, soil vapor, groundwater, and/or surface water on the Site or to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. AULs, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, groundwater, and/or surface water on the Site.

The User was not aware of a record or awareness of AULs recorded against the Site.

A.3.c. Specialized Environmental Knowledge

Specialized environmental knowledge includes any information and/or experience related to the Site or adjoining properties including, but not limited to, any obvious indicators that point to the presence or likely presence of environmental issues at the Site.

The User was not aware of specialized environmental knowledge for the Site.

A.3.d. Valuation Reduction for Environmental Issues

Valuation reduction for environmental issues includes the relationship of the purchase price to the fair market value of the property.

The User was not aware of information indicating any reduction in purchase price or fair market value due to environmental issues at this time and until completion of this Phase I ESA.

A.3.e. Commonly Known or Reasonably Ascertainable Information

Commonly known or reasonably ascertainable information includes information about the Site that generally is known to the public within the community where the Site is located and can be easily sought and found from individuals familiar with the Site or from easily attainable public sources of information.

The User was not aware of commonly known or reasonably ascertainable information for the Site except for the past use as a gasoline station.

A.3.f. Degree of Obviousness

The User must consider the degree of obviousness of the presence or likely presence of releases or threatened releases at the Site and the ability to detect releases or threatened releases by appropriate investigation.

The User was not aware of any obvious indications of the presence or likely presence of releases or threatened releases at the Site.

B. Records Review

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the Site. We consulted only those regulatory and historical sources that were readily available, practically reviewable, and likely to be useful to develop a history of previous uses of the Site and surrounding area within the time and cost constraints of this Phase I ESA.

B.1. Site Location

We accessed various documents and online sources to obtain Site location information. The following is a summary our findings:

Address:	6401 Highway 10 NW
City:	Ramsey
County:	Anoka
State:	Minnesota
Property Identification Number:	34-32-25-14-0027
Construction Year:	2002-03
Owner:	Series Sunfish of Athans Holdings LLC
Legal Description:	Lot 2, Block 1, Sunfish Commons Addition
Latitude:	45.221 North
Longitude:	-93.430 West
Section, Township, Range:	SE ¼ of NE ¼ of Section 34, Township 32 North, Range 25 West
Size:	1.64 acres

A Site location map and Site sketch are attached in Appendices A and B, respectively. Information obtained from the Anoka County Property Information web page is attached in Appendix C.

The Site is occupied by a slab-on-grade, 8,583 square foot, vacant gasoline station/convenience store with an attached carwash.

B.2. Physical Setting

B.2.a. Topography

According to the United States Geological Survey (U.S.G.S) 7.5-minute topographic map series, Anoka, Minnesota quadrangle, the Site is located at an elevation of approximately 865 feet above mean sea level. The topography of the Site is relatively level with a slight downward slope to the south.

B.2.b. Geology

The unconsolidated sediment in the Site vicinity are Quaternary Wisconsin Episode Langdon Terrace deposits, which consist of sand and gravelly sand (Meyer, 2012).

The uppermost bedrock unit in the Site vicinity is the Upper Cambrian St. Lawrence Formation (Mossler, 2012). The St. Lawrence Formation is described as light gray to yellowish-gray and pale yellowish-green, dolomitic, feldspathic siltstone with interbedded very fine-grained sandstone and shale.

The depth to bedrock in the Site vicinity is approximately 150 feet to 200 feet below land surface (Mossler, 2012).

B.2.c. Hydrogeology

The depth to groundwater in the vicinity of the Site is estimated to be 15 to 30 feet below land surface. Based on previous investigations at the Site, groundwater was measured at depths of approximately 20 to 24 feet below land surface.

According to published geologic information, the regional groundwater flow direction within the unconsolidated deposits in the Site vicinity is generally south-southwest (Palen et al., 1993).

The Site-specific groundwater flow direction was not determined through direct measurement during this Phase I ESA. Additional field investigation, beyond the Scope of Services of this Phase I ESA, would be required to determine this information.

B.3. Regulatory Report

We obtained regulatory database information pertaining to the Site and surrounding area from Environmental Risk Information Services, Ltd. (ERIS). The ERIS report is a compilation of records of facilities that are included on current federal and state environmental regulatory databases. The databases were searched based on the specified minimum search distances from the Site as established by ASTM Practice E1527-13.

The ERIS report also includes a description, source reference, date of acquisition, and the specified approximate minimum search distance criteria for each database and list. A copy of the ERIS report is attached in Appendix D.

We reviewed the ERIS report to identify records that indicate known or potential recognized environmental conditions on the Site and/or surrounding area and to evaluate the likelihood for those recognized environmental conditions to impact the Site based on the information obtained in this Phase I ESA.

B.3.a. Site

The Site is listed on the following federal and/or state databases in the ERIS report:

- Sunfish Express, 6401 Highway 10. The ERIS report indicates that the Site is listed on the underground storage tank (UST) and What's In My Neighborhood (WIMN) databases. One 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST are registered to the Site. All four tanks are listed as installed on October 31, 2002 and as out of service (not formally temporarily closed). All of the tanks are double-walled fiberglass with spill containment, overflow protection, and leak detection.

- McKay's Rapids Auto Sales, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the UST, aboveground storage tank (AST), leak site (LEAKSITES), WIMN and Resource Conservation and Recovery Act (RCRA) Conditionally Exempt Small Quantity Generator (CESQG) databases.

One 265-gallon bulk oil AST, two 265-gallon used oil ASTs, one 6,000-gallon gasoline UST, one 6,000-gallon fuel oil UST, one 4,000-gallon used oil UST, and one 560-gallon motor oil UST are registered to the facility. All of the ASTs are listed as active. All of the USTs are listed as removed in 1993.

A petroleum tank release (hydraulic fluid) was reported on June 15, 2001 (Leak #14284). The file on the reported release was closed by the Minnesota Pollution Control Agency (MPCA) on March 14, 2002 indicating that the investigation/cleanup of the reported release has been completed to the satisfaction of the MPCA. The ERIS report indicates that contaminated soils reportedly remain.

Identification of the facility on the RCRA CESQG database indicates that the facility is required to register their hazardous waste activity under RCRA and does not imply that a release has occurred at the facility. McKay's Auto Sales is listed as having generated tetrachloroethylene, ignitable waste, benzene and lead.

- Barnett Oldsmobile/Jeep/Eagle, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the LEAKSITES, WIMN and RCRA non-generator of hazardous waste (RCRA NON GEN) databases.

A petroleum tank release (fuel oil) was reported on January 6, 1994 (Leak #7134). The file on the reported release was closed by the MPCA on August 22, 1995. The ERIS report indicates that groundwater was reportedly contaminated by the release.

A petroleum tank release (gasoline) was reported on February 23, 1994 (Leak #7205). The file on the reported release was closed by the MPCA on September 26, 1995. The ERIS report indicates that groundwater was reportedly contaminated by the release.

Barnett Oldsmobile/Jeep/Eagle is listed as having generated ignitable waste, halogenated solvents, and non-halogenated solvents.

- Barnett Olds, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the Voluntary Investigation and Cleanup (VIC) Program database. The ERIS report indicates the VIC file (VP4770) is inactive indicating that the MPCA is not currently involved with any actions or activities at the facility. The ERIS report indicates that soil is impacted with diesel range organics (DRO) and gasoline range organics (GRO), soil remediation was conducted in 1994, and a Limited No Action Letter was issued by the MPCA in 1995.
- Barnett Olds #2, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the VIC database. The ERIS report indicates the VIC file (VP4771) is inactive. The ERIS report indicates that a Response Action Plan (RAP) Approval letter was issued by the MPCA in 2001.

B.3.b. Adjoining Properties

The following facilities are identified on properties that adjoin the Site in the ERIS report:

- Parabody Inc., 6410 Highway 10, located on an adjoining property south of the Site across Highway 10. The ERIS report indicates that the facility is listed on the AST and WIMN databases. One active 265-gallon kerosene AST is registered to the facility. No releases have been reported in association with the tank.
- Listul Industries, 13900 Sunfish Lake Boulevard, located on an adjoining property north of the Site across the railroad tracks. The ERIS report indicates that the facility is listed on the RCRA CESQG database. No releases, violations, or enforcement actions pertaining to the generation, storage, or disposal of hazardous waste were noted.
- Peck Construction, 13900 Sunfish Lake Boulevard, located on an adjoining property north of the Site across the railroad tracks. The ERIS report indicates that the facility is listed on the leaking aboveground storage tank (LAST), Petroleum Brownfields (BROWNFIELDS) and WIMN databases. A petroleum tank release was reported in 2008 and was closed by the MPCA in 2009. The ERIS report indicates that contaminated soil reportedly remains; however, groundwater was not contaminated by the release.
- Midwest Overhead Crane Corp, 13900 Sunfish Lake Boulevard, located on an adjoining property north of the Site across the railroad tracks. The ERIS report indicates that the facility is listed on the WIMN database as an active small to minimal hazardous waste generator, as an inactive industrial stormwater permit site, and as an inactive air permit site.

- Amoco #14673, 6360 Highway 10, located on an adjoining property southeast of the Site across Highway 10 and Sunfish Lake Boulevard. The ERIS report indicates that the facility is listed on the UST, leaking underground storage tank (LUST) and WIMN databases. Three USTs are registered to the facility. All three tanks are listed as removed. A petroleum tank release was reported in July 2004 and was closed by the MPCA in December 2004. The ERIS report indicates that groundwater was not contaminated by the release.

B.3.c. Surrounding Area

We reviewed the ERIS report for facilities located beyond adjoining properties that may indicate a release or likely release of hazardous substances and/or petroleum products that may impact the Site. Based on factors that include regulatory status, distance from the Site, and/or location relative to the regional groundwater flow direction, as referenced in Section B.2., no facilities are identified in the ERIS report that warrant further consideration as potential recognized environmental conditions.

B.3.d. Unmapped Sites

The ERIS report identified unmappable sites, which, because of poor or inadequate address information could not be mapped by ERIS. Using online mapping resources, all unmappable sites were identified outside the appropriate minimum search distances for the Site or could not be located based on the information provided. It is our opinion the unmappable sites do not warrant further consideration as potential recognized environmental conditions.

B.4. Additional Federal, State, and Local Environmental Records

To enhance and supplement the regulatory database report, we obtained or reviewed practically reviewable or reasonably ascertainable local city and/or county records and/or additional state records to identify records that indicate known or potential recognized environmental conditions at the Site.

B.4.a. Well Databases

The Minnesota Geological Survey (MGS) maintains the Minnesota Well Index (MWI), which is a limited database of water well records. The MWI was accessed through the Minnesota Department of Health (MDH) website. Not all private water wells are listed in that database. Our review of the MWI database revealed no documentation of water wells located on the Site.

B.4.b. State Regulatory Web Pages

We accessed Minnesota Department of Agriculture (MDA) "What's In My Neighborhood" Agricultural Interactive Mapping web page and the MPCA's "What's In My Neighborhood" web pages for information regarding the potential for the Site, adjoining properties, or surrounding properties to be of

environmental concern that were not identified in the regulatory database report. We did not identify facilities on the state regulatory web pages we accessed that were not already listed in the ERIS report discussed in Section B.3 above with the exception of the following listing for the Site:

- Barnett Anoka Motor – F Bath, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The MPCA WIMN web page lists this as a leak site. A petroleum tank release (unknown product) was reported on July 1, 2000 (Leak #14065). The file on the reported release was closed by the MPCA on August 18, 2005. The ERIS report indicates that groundwater was reportedly contaminated by the release.

B.5. Regulatory Agency File and Records Review

The purpose of the regulatory file review is to obtain sufficient information to assist in determining if a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition exists at the Site in connection with a regulatory report listing.

Based on our review of the regulatory report, it is our opinion that a regulatory agency file and records review is warranted to determine if a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition exists at the Site in connection with the LEAKSITES and VIC sites identified in Sections B.3.a and B.4.b. Braun Intertec was authorized to review the MPCA files pertaining to these LEAKSITES and VIC sites. The following is a discussion of the information reviewed.

B.5.a. Leak #7134

The information in the MPCA file was limited. A petroleum tank release was reported on January 6, 1994 following the removal of underground storage tanks. The MPCA closed the file on the reported release on August 22, 1995. The file apparently overlapped with the VIC file (VP4770).

An excavation report dated September 28, 1994 for Leak #7134 was in the VIC VP4770 file. According to the excavation report, a 6,000-gallon waste oil UST, an 8,000-gallon fuel oil UST, and a 560-gallon motor oil UST were removed in January 1994. The waste oil and fuel oil USTs were located along the west exterior wall of the auto dealership building (west of the Site). The motor oil tank was located in the northeast portion of the auto dealership building (on the Site). The excavations were completed to depths ranging from 4 to 10 feet below grade. Groundwater was not encountered in the excavations. Approximately 20 cubic yards of soil was excavated from the fuel oil tank basin and stockpiled on-site. Confirmation samples of the stockpiled soils were analyzed for DRO, benzene, toluene, ethylbenzene and

xylene (BTEX) and total lead; all analytical values were below the practical quantitation limit (PQL) with the exception of lead. The 20 cubic yards of stockpiled soil were later commingled with soil excavated from a nearby drainfield and was thinspread on the adjoining property to the north across the railroad tracks. Soils samples from the base of each excavation were collected and analyzed for DRO and BTEX. Samples from the bottom of the waste oil and fuel oil tank excavations did not indicate any residual petroleum compounds. One sample collected from the bottom of the motor oil tank (on the Site) nearest to the tank fill line and vent line had a DRO concentration of 68 parts per million (ppm). The motor oil tank excavation was backfilled and sealed with concrete. A hand boring was later advanced in the near the east end of the motor oil tank excavation; DRO and BTEX were not detected above the PQL. A Class V injection well drainfield was noted near the tank locations. The excavation report indicated that based on the field headspace readings and laboratory analyses, further remedial investigation associated with the removed tanks was not warranted at the time.

B.5.b. Leak #7205

The information in the MPCA file was limited. A petroleum tank release was reported on February 23, 1994 following the discovery of contaminated soil in the area of a former pump island that was removed in the 1970s. Contamination was encountered in the upper 10 feet of soil. Four groundwater monitoring wells associated with the investigation of the release were abandoned on September 8, 1995. The MPCA closed the file on the reported release on September 26, 1995. The file apparently overlapped with the VIC file (VP4770).

An excavation report dated October 7, 1994 for Leak #7205 was in the VIC VP4770 file. According to the excavation report, approximately 400 cubic yards of petroleum impacted soils were removed from the former dispensing island area (located on the Site) located south of the southeast corner of the former auto dealership building on July 19, 1994. The excavated soil was transported off-site to the adjoining property to the north across the railroad tracks for land application treatment. The excavation was completed to an average depth of 15 feet. Groundwater was encountered in the excavation at approximately 23 feet below ground surface. Soil samples were collected from the excavation sidewalls and bottom and were analyzed for GRO, BTEX and lead. GRO and BTEX were not detected above PQLs. Low levels of lead were detected in all five soil samples.

B.5.c. Leak #14065

The information in the MPCA file was limited to a Public Water Supply Well Assessment dated January 2002. A well (Unique Well Number 165575) was located at the southwest corner of the former auto dealership building (the well was located approximately 60 feet west of the Site). The well was sampled in August 1993 and January 1994. In August 1993, a concentration of 0.6 ug/l of 1,4-dichlorobenzene was detected. In January 1994, concentrations of 2.1 ug/l of benzene, 0.3 ug/l of xylenes, and 1.0 ug/l of styrene were detected. The well was listed as inactive and the former auto dealership had been demolished and replaced with the existing retail strip mall.

B.5.d. Leak #14284

A petroleum tank release was reported on June 15, 2001 following the removal of fifteen hydraulic lifts from the former auto dealership building; eight of the lifts appear to have been located on the Site. Each lift had an approximate 25-gallon hydraulic oil underground storage tank. The initial release was identified during the removal of lift #15 (located west of the Site) based on a slightly elevated PID reading. Subsequently obtained analytical testing results of soil samples obtained from beneath the other lifts indicated detectable DRO concentrations beneath eight of the fifteen lifts (including five lifts formerly located on the Site) and detectable concentrations of ethylbenzene, toluene and xylene beneath lift #15. The excavations were completed to depth of 8 feet below ground surface. Groundwater was not encountered in the excavations. A Supplemental Phase II Field Investigation was completed in August 2000 in the area of the lifts prior to their removal. Six probes were advanced as near as possible to several of the lifts; three of the probes appear to have been advanced on the Site. Soil samples were collected and analyzed for DRO, GRO, and petroleum volatile organic compounds (PVOCs) and groundwater samples were collected and analyzed for DRO and volatile organic compounds (VOCs). No impacts to soils were identified and a low level DRO impact to groundwater was identified in one of the sample locations (a probe that was advanced on the Site). The MPCA closed the file on the reported release on March 14, 2002. The file apparently overlapped with the VIC file (VP4771).

B.5.e. VP4770

A Phase I ESA was conducted in 1994 on a larger 6.75-acre property that included the Site. At the time, the larger property was occupied by an auto dealership building that included sales and repair services (the eastern portion of the building was located on the Site). The 1994 Phase I report indicates that auto dealership building was constructed in 1965, gasoline fuel sales occurred from 1969 to 1970, and that an addition of a new shop/service area was constructed in 1979. The 1994 Phase I ESA indicated the larger property was previously developed as a farmstead with a riding stable. The 1994 Phase I ESA identified several environmental conditions existing at the larger 6.75-acre property, including the Site. The environmental conditions included the presence of two sand traps (considered Class V injection wells) which have been used in the shop areas to collect shop wastewater and any small spills that may have occurred inside the building. The west sand trap was located just west of the Site and the east sand trap was located on the Site. Drainfields were associated with both sand traps. Three USTs (waste oil, fuel oil, and gasoline) were registered to the facility at the time. The gasoline UST was reportedly formerly located along the east boundary of the larger property (and the Site). A second gasoline UST was reportedly also located in this area. Both gasoline tanks were reportedly installed in 1969. One of the gasoline USTs was removed in 1971 and the second gasoline UST was removed in 1985 or 1986. The waste oil and fuel oil USTs, located on the west side of the auto dealership building, were removed in January 1994 along with an unused motor oil UST that was located under the north end of the building (on the Site).

The 1994 Phase I report also indicated that a water well was located near the southwest corner of the auto dealership building and a domestic septic system was located near the northeast corner of the auto dealership building (on the Site).

A 1994 Phase II Environmental Assessment discussed the results of investigations conducted to assess areas of concern identified in the 1994 Phase I ESA including a former gasoline UST basin (located on the Site near Sunfish Lake Boulevard), two former gasoline dispensing islands (located on the Site near the southeast corner of the former auto dealership building), a motor oil UST basin (located on the Site in the northeastern portion of the former auto dealership building), and two drainfields connected to sand traps located in the building (the east sand trap and drainfield were located on the Site). Groundwater was encountered at depths ranging from 20 to 22 feet below ground surface. Soil and groundwater contamination (GRO and BTEX) was encountered in the area of the former dispensing island to the south of the auto dealership building (located on the Site). One soil sample collected from the area of the motor oil UST (located on the Site) had no detectable concentrations of petroleum compounds (this was the hand auger sample previously discussed in Leak #7134). No soil or groundwater contamination (GRO or BTEX) was identified near the east dispensing island or along the eastern edge of the larger property near the location of the two former gasoline USTs (both areas located on the Site). No soil contamination (VOCs, RCRA metals or DRO) was identified near the east drainfield (located on the Site). Soil and groundwater contamination (VOCs including trichloroethene and tetrachloroethene, RCRA metals and/or DRO) was encountered in the area near the west drainfield (located just west of the Site). Further assessment was recommended in the areas of the former dispensing island to the south of the former auto dealership building and in the area of the west drainfield.

Approximately 400 cubic yards of petroleum impacted soil was excavated from the location of the former south dispensing island on July 19, 1994. The soil was landfarmed on the adjoining property to the north across the railroad tracks. The excavation appeared to be effective in removing all petroleum impacted soil above the water table in the area. Four groundwater monitoring wells were installed in the area of the former south dispensing island. The wells were sampled in November 1994 and March 1995. Low levels of PVOCs were detected in three of the wells during the November 1994 sampling event at concentrations below their Health Risk Limits (HRLs). Samples were analyzed for GRO and BTEX during the March 1995 sampling event. All compounds were less than the laboratory reporting limit with the exception of a low detection of xylene in one well. The petroleum release (Leak #7205) was closed on September 26, 1995.

A work plan was prepared to address excavation of the west drainfield and all impacted soil along with the installation of four additional groundwater monitoring wells. The work plan was approved by the MPCA in a letter dated August 3, 1994. Excavation of the west drainfield area occurred in September 1994. Approximately 350 cubic yards of contaminated soil was removed and was thin spread on the adjacent property to the north across the railroad tracks with the approval of the MPCA. Contamination

was encountered in the excavation between approximately six and nine feet below grade. Confirmatory samples from the sidewalls and bottom of the excavation were analyzed for VOCs, polynuclear aromatic hydrocarbons (PAHs), DRO, and eight metals. No VOCs, PAHs, or DRO were detected above method detection limits. Metals were detected at concentrations within natural background levels. The MPCA determined that no further soil monitoring of the soil thinspread on the adjoining property to the north in a letter dated August 22, 1995.

Four monitoring wells were installed in the area of the west drainfield in September 1994. During installation, soil samples were collected at 14 to 16 feet below grade. Soil samples were analyzed for VOCs, PAHs, DRO, and eight metals. No VOCs, PAHs or DRO were detected above method detection limits. Metals detected were all within natural background levels. Groundwater was encountered at 20 to 22 feet below grade. Two rounds of groundwater samples were collected and analyzed for VOCs, PAHs, eight metals, mercury and polychlorinated biphenyls (PCBs). PCBs were not detected above method detection limits. Metals, PAHs, and VOCs were detected at levels below their respective Health Risk Limits. All VOCs detected were petroleum related. The PAHs and VOCs together comprised the Identified Release. Based on the approved soil response action and a review of the environmental documents, the MPCA issued a No Action Determination letter pertaining to the Identified Release (VP4770) on June 14, 1995.

A VIC application was completed on April 18, 1994 for the purpose of obtaining a technical review and approval of voluntary response action plans that may lead to the MPCA entering into an agreement with the voluntary parties.

B.5.f. VP4771

A Phase I ESA was conducted in 2000 in regard to a larger 6.75-acre property (6415 Highway 10) that included the Site. At the time, the larger property was occupied by a one-story commercial building (offices, showroom and shop area) and a smaller office building. The larger commercial building was occupied by McKay's Auto Sales and Mark's Signs (located in one of the former service bays) and the smaller building was occupied by Value Auto Sales. The eastern half of the larger building was located on the Site with the remainder of the building located on what is now the adjoining parcel to the west. The smaller commercial building was located in the southcentral portion of the larger parcel (to the west of the Site). The 2000 Phase I ESA identified fifteen underground hydraulic oil lifts within the auto dealership building as being potential sources of petroleum impacts. As discussed in Section B.5.d, eight of the lifts appear to have been located on the Site.

Demolition of the former automobile dealership was completed in June 2001. As part of the demolition activities, the fifteen underground hydraulic lifts in the garage portion of the building were removed. A test pit was dug following the removal of each lift and a soil sample was collected from a depth of approximately 8 feet below grade at each lift. The soil samples were analyzed for DRO and BTEX. DRO

was detected in seven of the soils sample at concentrations ranging from 4 to 70 milligrams per kilogram (mg/kg). A petroleum tank release was reported to the State (Leak #14284). Contaminated soil was not excavated and stockpiled during lift removal activities since the samples did not indicated headspace readings exceeding 10 ppm. Approximately two cubic yards of soil became contaminated during the removal of the lifts. The contaminated soil was excavated and stockpiled on plastic. It was requested to thinspread the contaminated soil on-site beneath a parking or drive area. The footings for the existing building that were located in the area of past releases were screened with a PID. No elevated PID readings were noted.

A 2000 Supplemental Phase II Investigation Report was prepared that discussed the investigation of potential soil and groundwater impacts from the underground hydraulic hoists. Six test holes were advanced near the underground hydraulic hoists. No elevated PID headspace measurements were recorded in any of the soil samples collected. No impacts were detected in selected soil samples. Groundwater samples were collected and analyzed for DRO and VOCs from three of the test holes. No VOCs were detected above the laboratory reporting limits in any of the samples. DRO was detected at a concentration of 500 micrograms/liter (ug/l) in one sample (collected from the Site); DRO was not detected above the laboratory reporting limit in the other two groundwater samples.

The Phase II report concluded that soil impacts above the water table had been removed in the areas of the previously identified releases. A minimal amount of relatively low level petroleum contaminated soil is present beneath the former unused motor oil UST (on the Site). Groundwater impacts were found to consist mainly of low level petroleum related compounds. All of the contaminants were below their respective HRLs at the time the files were closed by the MPCA. The Phase II report states, "Based on the historical water samples and the low to non-detect results of the recently completed test holes, no further investigation or cleanup of groundwater appears necessary".

A Development Response Action Plan (DRAP) was prepared and approved by the MPCA on June 4, 2001 to properly address any contamination that might be encountered during demolition of the automobile dealership building in the areas of the west drainfield, the east drainfield (on the Site), the former south dispensing island (on the Site), and the hydraulic lifts (eight of the lifts were located on the Site). An Implementation of the DRAP letter was prepared on November 30, 2001 that discussed the soil screening procedures used during the sub-grade redevelopment work. The water well associated with the former auto dealership was abandoned on May 25, 2001. DRO was detected during the removal of the hydraulic vehicle hoists within the dealership garage (Leak #14284), though at low concentrations that did not require soil removal or other response actions. The larger property, including the Site, entered into the VIC Program in April 2001 as VP4771 for the purpose of obtaining liability assurance letters regarding the historical releases identified at the larger property. Based on review of the environmental documents, the MPCA issued a Lender No Association Determination letter and a Retroactive No Association Determination letter both dated March 15, 2002. The Identified Release for the No Association letters was defined as petroleum-related VOCs and DRO impacted soils.

B.6. Historical-Use Information

The objective of the historical-use information review was to develop a history of the previous uses of the Site and surrounding area, and to help evaluate the likelihood of past uses having led to recognized environmental conditions in connection with the Site. The following table summarizes the historical information reviewed. Details regarding the information reviewed are provided in the sections below.

Historical Source	Provided By:	Years Available
Historical Maps	Historical Information Gatherers, Inc. (HIG)	No coverage
Topographic Maps	HIG	1902, 1955, 1967, 1972, 1980, 1993, 2013
Aerial Photographs	HIG	1938, 1947, 1953, 1957, 1966, 1970, 1980, 1984, 1991, 1997, 2000, 2003, 2008, 2015
City Directories	HIG	1977, 1982, 1987, 1992, 1997, 2002, 2007, 2012

B.6.a. Historical Maps/Fire Insurance Maps

According to HIG, no historic map coverage is available for the Site. A copy of the no coverage letter is attached in Appendix E.

B.6.b. Historical Topographic Maps

Copies of the historical topographic maps are attached in Appendix F. The following is a summary of the information reviewed.

1902

No structures are depicted at the Site. Roads border the Site to the south and east. A railroad track borders the Site to the north.

1955

Structures, typical of residences, are depicted at the Site and along Highway 10. Highway 10 appears to be in its current configuration. A road and a railroad track border the Site to the east and north, respectively.

1967 - 1993

A building is depicted on the Site similar to the commercial building apparent on the aerial photographs for the same time periods. The manufactured home community to the northwest of the Site is depicted. Roads border the Site to the south and east. A railroad track borders the Site to the north.

2013

The maps only depicts topography, roads, waterways, and railroad tracks with only some landmark buildings noted. Therefore, no buildings are depicted on the maps.

B.6.c. Aerial Photographs

Copies of the aerial photographs are attached in Appendix G. The following is a summary of the information reviewed.

1938 - 1957

The Site is developed as a multi-building farmstead, which extends onto the existing parcel to the northwest. A railroad track borders the Site to the north. A road borders the Site to the east. A divided road, similar to Highway 10, borders the Site to the South. The surrounding land is developed as cultivated cropland with scattered farmsteads to the north, east, southeast and northwest.

1966 - 2000

A commercial building is apparent in the west-central portion of the Site. An addition to the west side of the building is apparent by 1980 and extends onto the parcel to the northwest. Automobile parking or storage is apparent around the building and along Highway 10 extending onto parcel to the northwest. The Site is bordered by a railroad track to the north with the land further to the north progressively developed into its current commercial uses. The existing building adjacent to the north across the railroad tracks is first apparent in 1997. The farmstead to the east of Sunfish Lake Boulevard is redeveloped into commercial use. The land to the south of Highway 10 is a mixture of undeveloped land and residential and commercial development. The manufactured home community further to the northwest is apparent.

2003 - 2015

The existing gasoline station/convenience store is apparent in its current configuration. No significant changes are noted on the surrounding properties except that the existing multi-tenant commercial building adjacent northwest and the existing hotel adjacent southwest across Highway 10 are apparent.

B.6.d. City Directory Information

City directories were reviewed for Highway 10 and Sunfish Lake Boulevard. The following is a summary of the information reviewed.

The following occupants were listed as occupying the Site for the indicated years:

6401 Highway 10 NW

No listings (1977 - 2002)

Taco John's (2007)

Sunfish Express (2007 - 2012)

6415 Highway 10 NW

Greenberg's Inc. and/or Greenberg's Olds (1977 - 1987)

Mark Signs & Graphics (1997)

McKay's Rapids Auto Inc. (1997)

Various retail businesses associated with existing building (2002 - 2012)

Listing for surrounding properties along Highway 10 NW and Sunfish Lake Boulevard were predominately for commercial/light industrial uses from 1977 through 2012.

B.7. Previous Environmental Documents

No previous environmental documents regarding the Site were made available for review except the following documents in the MPCA file, as discussed in Section B.5:

- *Phase I Environmental Site Assessment, Barnett Oldsmobile/Jeep/Eagle, 6415 Highway 10 Northwest, Ramsey, Minnesota, prepared by Science & Engineering Analysis Corporation (SEACOR), dated January 17, 1994.*
- *Phase II Environmental Assessment, Barnett Oldsmobile/Jeep/Eagle, 6415 Highway 10 Northwest, Ramsey, Minnesota, prepared by SEACOR, dated March 15, 1994.*
- *Excavation Report for Petroleum Release Sites, Former Barnett Olds, 6415 Highway 10 NW, Ramsey, Minnesota, Leak 7134, prepared by SEACOR, dated September 28, 1994.*
- *Excavation Report for Petroleum Release Sites, Former Barnett Oldsmobile/Jeep/Eagle Dealership, 6415 Hwy 10 NW, Ramsey, Minnesota, Leak 7205, prepared by SEACOR, dated October 7, 1994.*
- *Phase II Report, Barnett Olds/Jeep/Eagle, Ramsey, Minnesota, prepared by SEACOR, dated February 23, 1995.*

- *Remedial Investigation Data, Former Barnett Olds Property, Ramsey, Minnesota*, prepared by SEACOR, dated March 22, 1995.
- *No Action Letter, Barnett Oldsmobile/Jeep/Eagle Site, 6415 Highway 10 Northwest, Ramsey, Minnesota*, prepared by the MPCA, dated June 14, 1995.
- *Petroleum Tank Release Site File Closure, Barnett Olds, Jeep, Eagle, 6415 Highway 10, Ramsey, Minnesota, Leak 7134*, prepared by the MPCA, dated August 22, 1995.
- *Petroleum Tank Release Site File Closure, Barnett Olds, 6415 Highway 10 Northwest, Ramsey, Minnesota, Leak 7205*, prepared by the MPCA, dated September 26, 1995.
- *Phase I Environmental Site Assessment, McKay Auto Sales, 6415 US Highway 10, Ramsey, Minnesota*, prepared by ProSource Technologies, Inc. (ProSource), dated May 3, 2000.
- *Supplemental Phase II Field Investigation Report, Former McKay's Auto, 6415 Highway 10 Northwest, Ramsey, Minnesota*, prepared by ProSource, dated August 1, 2000.
- *Excavation Report Worksheet for Petroleum Release Sites, Former McKay Auto, 6415 Highway 10 Northwest, Ramsey, Minnesota*, prepared by ProSource, dated November 30, 2001.
- *Implementation of Development Response Action Report, Former McKay Auto (Barnett Olds Property), Ramsey, Minnesota*, prepared by ProSource, dated November 30, 2001.
- *Public Water Supply Well Assessment, Barnett Anoka Motors, 6415 Highway 10 Northwest, Anoka, Minnesota, Leak 14065*, prepared by Terracon, dated January 2002.
- *Petroleum Tank Release Site File Closure (Hydraulic Lifts), Former McKay Auto, 6415 Highway 10, Ramsey, Minnesota, Leak 14284*, prepared by the MPCA, dated March 14, 2002.

C. Interviews

We contacted the following individuals to obtain knowledge or historical and current land-use information regarding the Site:

George Athans, Site owner

According to Mr. Athans, he has owned the Site for the past seven years. He indicated that the building has been vacant for approximately three years and that there is no product remaining in the underground storage tanks. Mr. Athans was not aware of any releases associated with the Site during his ownership. Mr. Athans confirmed the Site is connected to the municipal water and sanitary sewer systems and he was not aware of any past or current water wells or septic systems on the Site. Mr. Athans indicated there is a catch basin in the carwash that is connected to the municipal sewer system. Mr. Athans had no knowledge of any past releases on the Site or environmental liens against the Site.

We made inquiry to the following local government offices and/or officials with the city of Ramsey to obtain knowledge or records of historical and current land-use information regarding the Site and surrounding area:

Casey Schiferli, Fire Marshal, City of Ramsey

There have been no responses to our inquiry from Mr. Schiferli. An addendum will be provided if information is received after the issuance of this report that alters the findings of this report. Refer to Section F for a discussion regarding Data Gaps encountered during our inquiry.

D. Site Reconnaissance

The objective of the Site reconnaissance is to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the Site.

A Braun Intertec environmental professional, Kelly Brown, conducted a Site reconnaissance on November 11, 2016. Site access was provided by Matt Elder, real estate agent for Colliers International representing the Site owner; however, we were unaccompanied during the Site reconnaissance.

At the time of the Site reconnaissance, the weather was sunny and calm with a temperature of about 45 degrees Fahrenheit.

D.1. Methodology

Observations made at the time of the Site reconnaissance were conducted by physically traversing and visually observing the exterior aspects of the Site and its improvements, as well the interior areas, such as common, mechanical, storage, or other interior areas that were deemed representative of such Site improvements. Adjoining properties were visually observed from the Site boundaries or nearby public right-of-way areas.

D.2. Site Characteristics

At the time of the reconnaissance, the Site consisted of a parcel totaling approximately 1.64 acres. The Site was developed with a vacant gasoline station/convenience store with an attached carwash. Paved parking areas and driveways surround the building. The Site topography was relatively flat with a gentle slope downward toward the south.

D.3. Adjoining Property Use and Characteristics

The Site was bordered on the north by railroad tracks with commercial development located beyond; on the east by Sunfish Lake Boulevard with commercial development located beyond; on the south by Highway 10 with commercial and residential development located beyond; and on the west by a multi-tenant commercial building with a manufactured home community located beyond. The Site was located in a commercial area within the city of Ramsey.

No observations of environmental concern were noted on adjoining properties to the Site at the time of the reconnaissance.

D.4. Site Improvements and Layout

The Site was developed with a slab-on-grade 8,583 square-foot vacant gasoline station/convenience store constructed in 2002-03. A carwash tunnel was attached to the northwest side of the building. A portion of the building was also formerly occupied by an express service fast food restaurant. Seven dispensing pump islands and canopy were located along the east side of the building (the dispensing pumps were no longer present). Four underground storage tanks were located to the east of the dispensing pump islands. A vacuum station was located near the carwash entrance at the north end of the building. The building was centrally located with paved parking areas and driveways surrounding the building. The building was heated and cooled by natural gas-fired rooftop forced air units. The building was connected to the municipal water and sanitary sewer systems. Access to the Site was provided by bituminous driveways from Sunfish Lake Boulevard on the east side of the Site. A Site Sketch and Site Photographs are attached in Appendices B and H, respectively.

D.5. Pits, Ponds, Pools of Liquid, or Lagoons

No indications of pits, ponds, pools of liquid, or lagoons having the potential to contain hazardous substances or petroleum products were observed at the Site or on adjoining properties at the time of our reconnaissance.

D.6. Stained Soil, Pavement, or Corroded Surfaces

No stained soil, pavement, or surfaces such as floors, walls, or ceilings were observed at the Site at the time of our reconnaissance except for the floors in the carwash chemical storage area.

D.7. Solid Waste Disposal

At the time of the reconnaissance, no indications of waste disposal areas, observed fill, mounds, depressions, burn pits or graded areas by non-natural causes were observed at the Site that would indicate a potential for the presence of trash, construction debris, demolition debris, or other solid waste disposal.

D.8. Stressed Vegetation

No areas of stressed, discolored, stained or dead vegetation beyond what would be expected due to seasonal conditions were observed at the time of the Site reconnaissance.

D.9. Hazardous Substances

No indications of current and/or historic use, storage, staining, or spills of hazardous substances were observed at the Site at the time of the reconnaissance with the exception of very limited quantities of paints, Low pH Presoak and Wall Cleaner, High pH Presoak and Wheel Cleaner, Low pH Foaming Polish, Clear Coat Sealer, and Cable Pulling Lubricant stored in containers ranging from 1 to 5 gallons.

D.10. Petroleum Products

No indications of current and/or historic use, storage, staining, or spills of petroleum products were observed at the Site at the time of the reconnaissance except for the four underground storage tanks, as discussed below.

D.11. Storage Tanks

One 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST are registered to the Site and are located in the central portion of the eastern side of the Site. All four tanks are listed as installed on October 31, 2002. The Site owner stated that the product has been removed from all of the tanks. All of the tanks are double-walled fiberglass with spill containment, overfill protection, and leak detection.

As discussed in Section B.3.a, USTs and ASTs were registered to a former automobile dealership that occupied the Site and the existing adjoining parcel to the northwest.

A 165-gallon AST was observed in the carwash and appeared to be a flow-through tank for carwash chemicals. No evidence of a leak was observed.

D.12. Unidentified Drums and Containers

No drums containing unidentified substances suspected of being a hazardous substance or petroleum product were observed at the Site at the time of our reconnaissance.

D.13. Odors

No indications of strong, pungent, or noxious odors were observed at the time of the Site reconnaissance.

D.14. Potential PCB-Containing Electrical and Hydraulic Equipment

A slab-mounted electrical transformer was located near the southwest corner of the building. The transformer appeared to be in good condition with no indications of leaking or staining.

D.15. Wastewater Discharges

No indications of wastewater discharging into a drain, ditch, underground injection system, or stream on or adjacent to the Site were observed at the time of the reconnaissance.

Floor drains in the carwash discharge to sediment/flammable waste trap system. The system has a catch basin that is pumped out as needed. The system was connected to the municipal sewer system.

D.16. Sewage Disposal System

According to Mr. Athans, the Site is connected to municipal sewer services.

D.17. Wells

No indications of wells such as monitoring wells, dry wells, irrigation wells, injection wells, abandoned wells, or other non-potable wells were observed at the Site at the time of the reconnaissance.

D.18. Potable Water Supply

According to Mr. Athans, the Site is connected to municipal water services.

D.19. Additional On-Site Observations

An inedible restaurant grease container was located in a room in the southwest corner of the building. Staining was apparent on the wall and floor around the grease container.

Markers for a CenterPoint Energy natural gas pipeline were observed along the south and east boundaries of the Site parallel with Highway 10 and Sunfish Lake Boulevard, respectively.

Various suspect asbestos-containing materials (ACM) were observed in the Site building during the reconnaissance. Suspect materials observed included thermal system insulation, drywall, and various types of floor materials and ceiling materials. The observations conducted during this assessment are not intended to represent an asbestos building survey as defined by the MDH or other regulatory agencies.

E. Summary of Land-Use Activities

E.1. Historical Site and Adjoining Property Land Use

Our research has revealed that the Site had been used as a farmstead from at least 1938 through at least 1957. The Site was then occupied by a commercial building from 1965 until 2001. The commercial building was located in the west-central portion of the Site and extended northwesterly onto what is now the adjoining parcel. Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealerships were identified on the storage

tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Petroleum impacted soils and groundwater have been documented on the Site from the past automobile sales and services uses. The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. The surrounding area was historically developed as cultivated cropland with scattered farmsteads and has been progressively redeveloped for commercial uses.

E.2. Current Site and Adjoining Property Land Use

At the time of this assessment, the Site consisted of an approximate 1.64-acre parcel developed with a vacant gasoline station/convenience store with an attached carwash. The building has been vacant for approximately the past three years. Four empty underground storage tanks are located on the Site. The surrounding area is developed for commercial uses.

F. Limiting Conditions and Data Gaps

The findings and conclusions presented in this report are based on procedures described in ASTM Practice E1527-13, inquiries with public officials, available literature cited in this report, conditions noted at the time of our Phase I ESA, and our interpretation of the information obtained as part of this Phase I ESA. Our findings and conclusions are limited to the specific project and properties described in this report and by the accuracy and completeness of information provided by others.

An environmental site assessment cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property within reasonable limits of time and cost.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

No data gaps were identified during the Phase I ESA process, with the exception of the following:

- Responses to our inquiries to local government offices and/or officials were not received prior to issuance of the assessment.

The identified data gaps did not affect the environmental professional's ability to render opinions regarding conditions indicative of a release or threatened release.

G. Findings

The findings include identified known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized conditions, *de minimis* conditions and additional issues in connection with the Site.

The following findings are based on the results of our assessment:

- Information regarding the Site was available back to 1938. The information indicates that the Site was developed at that time with an apparent farmstead that extended northwesterly onto the adjoining parcel. Based on available information, it is reasonable to assume that the first developed use of the Site was as a farmstead.
- The Site was occupied by a commercial building from 1965 until 2001. The commercial building was located in the west-central portion of the Site and extended northwesterly onto the adjoining parcel. Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealership was identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases.
- Underground storage tanks, fuel dispensing pumps, sand traps with drainfields, in-ground hydraulic lifts, a water well, and a domestic septic system were associated with the automobile dealerships. Some of the underground storage tanks, the fuel dispensing pumps, one of the sand traps and drainfields, some of the in-ground hydraulic lifts, and the domestic septic system were located on the Site. The automobile dealership building and the systems discussed above were demolished, sealed, and/or removed by 2001.
- Four petroleum tank releases have been reported at the Site in association with the former automobile dealerships. The Site is also listed twice on the VIC database. All of the leak and VIC files have been closed by the MPCA indicating that investigation/cleanup of the reported releases had been completed to the satisfaction of the MPCA. A review of the regulatory files indicates that some petroleum-related contaminated soils remained on the Site and that low level petroleum impacts to groundwater on the Site were documented.
- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. The Site building has been vacant for the past three years. No releases of hazardous substances or petroleum products have been reported in association with the existing building.

- Four underground storage tanks are located on the Site. The tanks are empty of product.
- Very limited quantities of paints and car washing chemicals are present at the Site.
- The city of Ramsey is considering purchasing the Site and demolishing the existing structures.
- The government database records review identified several regulated facilities within the vicinity of the Site.

H. Opinions

According to the User, the Phase I ESA was conducted in association with the purchase of the Site. Opinions expressed herein are influenced by the stated reason for conducting the Phase I ESA. Furthermore, the expressed opinions might not be applicable to alternate reasons for reliance on the content of the Phase I ESA.

H.1. Recognized Environmental Conditions

A recognized environmental condition is defined by ASTM Practice E1527-13 as: “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

This assessment identified no recognized environmental conditions in connection with the Site, with the exception of the following:

- The Site was formerly occupied by automobile dealerships. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Soil and groundwater impacts on the Site and the adjacent parcel to the west were documented in association with these database listings. This represents a recognized environmental condition.
- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. Four empty underground storage tanks are located on the Site. There is a potential for past unreported releases associated with the use of the tanks. This represents a recognized environmental condition.

H.2. Controlled Recognized Environmental Conditions

A controlled recognized environmental condition is defined by ASTM Practice E1527-13 as “a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.”

This assessment identified no controlled recognized environmental conditions in connection with the Site.

H.3. Historical Recognized Environmental Conditions

A historical recognized environmental condition is defined by ASTM Practice E1527-13 as “a past release of any hazardous substances or petroleum products that has occurred in connection with the Site and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the Site to any required controls.”

This assessment identified no historical recognized environmental conditions in connection with the Site.

H.4. *De Minimis* Conditions

A *de minimis* condition is defined by ASTM Practice E1527-13 as “a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.”

The following findings are considered *de minimis* conditions:

- The Site was used for farmstead purposes from at least 1938 through 1957. It is our opinion that the use of the Site for farmstead purposes is considered a *de minimis* condition for the Site.
- The government database records review identified several regulated facilities in the vicinity of the Site. Based on mitigating factors that affect the apparent significance of the identified facilities on the Site, such as regulatory status, distance from the Site, location of the facility in relation to the groundwater flow direction, and/or the database(s) the identified regulated facilities are listed on, it is our opinion that the identified regulated facilities are considered *de minimis* conditions.

H.5. Additional Considerations

An additional consideration is a condition that does not meet the definition of a recognized environmental condition, controlled recognized environmental condition, or historical recognized environmental condition but, in our opinion, should be brought to the attention of the User. The following additional considerations were identified during the Phase I ESA.

Historically, farmstead buildings and a commercial building were located on the Site. It is unknown if the demolition debris associated with the buildings was buried on the Site or hauled away for disposal. The potential exists that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during future earthwork or redevelopment activities. If fill soils, which could include demolition debris and other wastes, are encountered during such activities, then additional evaluation of the fill soils might be required for management and disposal purposes.

Braun Intertec prepared a hazardous material survey report on November 28, 2016 pertaining to the Site building that identified and quantified asbestos-containing materials (ACM), lead-based paint, and other hazardous materials that would require special management, handling and disposition prior to demolition.

I. Conclusions

We have conducted this Phase I ESA of the Site in general conformance with the scope and limitations of ASTM Practice E1527-13. Any exceptions to, or deletions from, this practice are described in Section F of this report.

This assessment identified no recognized environmental conditions in connection with the Site, with the exception of the following:

- The Site was formerly occupied by automobile dealerships. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Soil and groundwater impacts on the Site and the adjacent parcel to the west were documented in association with these database listings. This represents a recognized environmental condition.
- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. Four empty underground storage tanks are located on the Site. There is a potential for past unreported releases associated with the use of the tanks. This represents a recognized environmental condition.
-

This assessment identified no controlled recognized environmental conditions or historical recognized environmental conditions in connection with the Site.

J. References

References are listed in Appendix I.

K. Environmental Professional Statement and Qualifications

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the subject property. We have developed and performed the all-appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Qualifications of the environmental professional and the qualifications of the personnel conducting the site reconnaissance and interviews, if conducted by someone other than an environmental professional, are attached in Appendix J.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312.

BRAUN INTERTEC CORPORATION



Kelly W. Brown
Senior Scientist

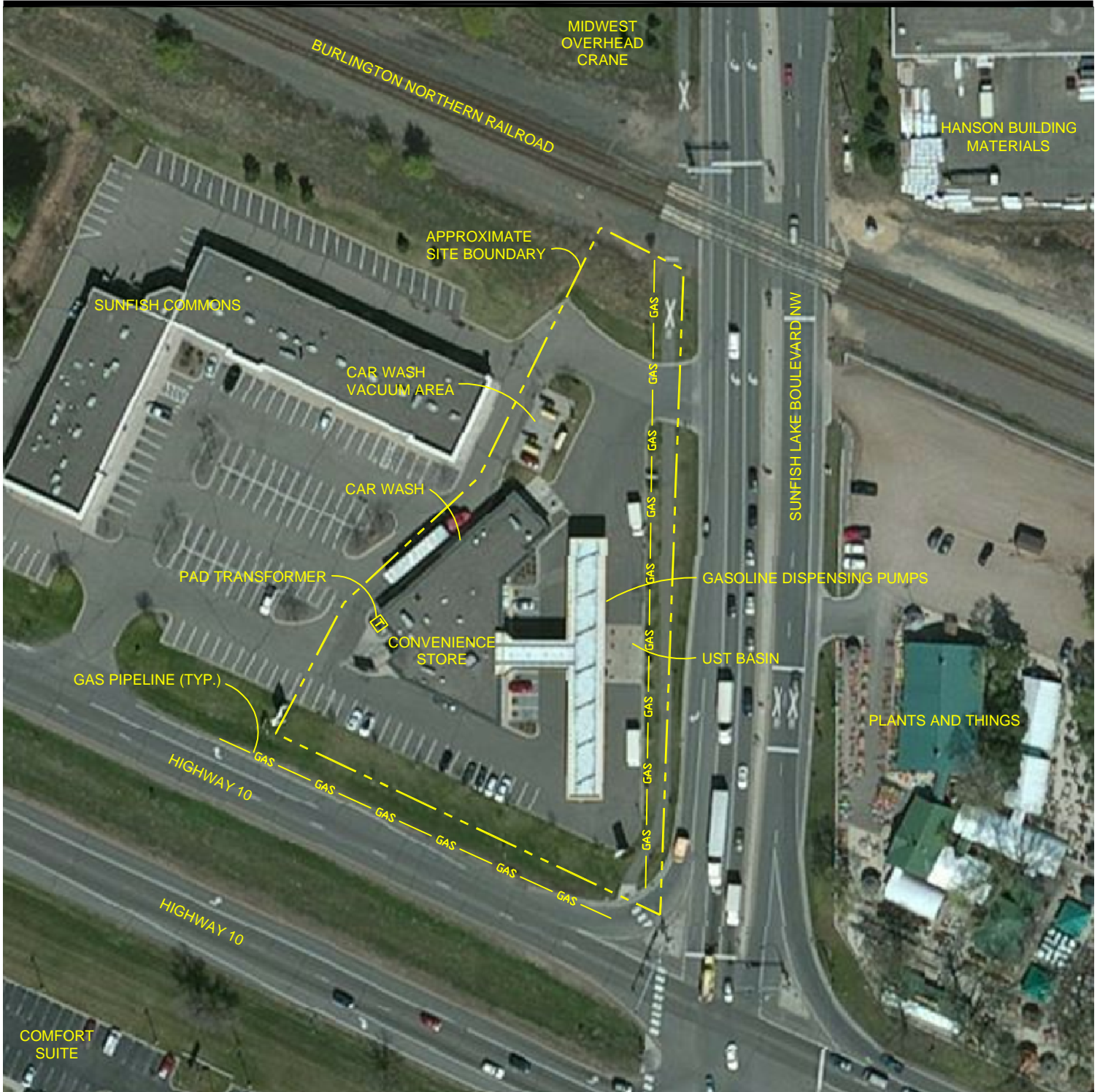


James E. Stephan
Senior Scientist

Appendix A
Site Location Map

Appendix B

Site Sketch



SCALE: 1" = 100'

Sheet of	Project No:	B1610732
	Drawing No:	B1610732
Fig: 2	Scale:	1" = 100'
	Drawn By:	JMS
	Date Drawn:	11/15/16
	Checked By:	KWB
	Last Modified:	11/18/16

SITE SKETCH
 PHASE I ENVIRONMENTAL SITE ASSESSMENT
 GASOLINE STATION - CONVENIENCE STORE
 6401 HIGHWAY 10
 RAMSEY, MINNESOTA

BRAUN
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 The Science You Build On.
 11001 Hampshire Avenue S
 Minneapolis, MN 55438
 PH. (952) 995-2000
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Appendix C

Anoka County Property Information



Identify

Select the feature type you would like to identify from the dropdown below, then click a point on the map to find features at that location

PARCELS

Base Map 2014 Aerial



ATTACHMENT 3

Phase II Environmental Site Assessment,
dated March 1, 2017,
prepared by Braun Intertec,
(Includes 29 pages).

DRAFT

Phase II Environmental Site Assessment

Former Sunfish Express
6401 West Highway 10
Ramsey, Minnesota 55303

Prepared for

City of Ramsey

Professional Engineer:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Professional Geologist:

I hereby certify that this plan, document, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Geologist under the laws of the State of Minnesota.

Robert J. Rykken
Principal Engineer
License Number:

Project B1700969
March XX1, 2017

Braun Intertec Corporation



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

March XX, 2017

Project B1700969

Patrick Brama
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Re: Phase II Environmental Site Assessment - **DRAFT**
Former Sunfish Express
6401 West Highway 10
Ramsey, Minnesota 55303

Dear Mr. Brama:

On behalf of the City of Ramsey, Braun Intertec Corporation conducted a Phase II Environmental Site Assessment (ESA) of the above-referenced site (Site) in accordance with the authorized scope of services described in our proposal dated January 27, 2017. The work was conducted in association the proposed purchase of the Site. For a complete discussion of our assessment, please refer to the attached Phase II ESA report.

The objective of the Phase II ESA was to evaluate whether the soil, soil vapor and/or groundwater beneath the Site has been impacted due to the recognized environmental conditions identified in a Phase I ESA conducted at the Site by Braun Intertec (Project B1610732) and documented in a report dated January 10, 2017.

This Phase II ESA was prepared on behalf of and for use by the City of Ramsey. No other party has a right to rely on the contents of this Phase II ESA without the written authorization of Braun Intertec. We appreciate the opportunity to provide our professional services to you for this project. If you have any questions or comments regarding this report or the project in general, please contact Imants Pone at 952.995.2665 or Robert Rykken at 952.995.2672.

Sincerely,

BRAUN INTERTEC CORPORATION

Imants Pone
Project Scientist

Robert J. Rykken, PE, PG
Principal Engineer

Attachment:
Phase II Environmental Site Assessment

AA/EOE

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- A: Soil Boring Logs
- B: GPS Coordinates of Investigation Locations
- C: Standard Operating Procedures
- D: Laboratory Analytical Reports
- E: References

A. Introduction

A.1. Authorization

Braun Intertec Corporation received authorization from Patrick Brama of the City of Ramsey to conduct a Phase II Environmental Site Assessment (ESA) of the Former Sunfish Express located at 6401 West Highway 10 in Ramsey, Minnesota (Site) in accordance with the scope of services described in Braun Intertec's proposal dated January 27, 2017. These services were conducted in association with the proposed purchase and redevelopment of the Site. It is our understanding that the City of Ramsey plans to acquire the Site to facilitate future road and infrastructure improvements.

This Phase II ESA was prepared on behalf of and for use by the City of Ramsey in accordance with the contract between the City of Ramsey and Braun Intertec. No other party has a right to rely on the contents of this PHASE II ESA without the written authorization of Braun Intertec.

A.2. Project Objective

The objective of the Phase II ESA was to evaluate whether the soil, soil vapor and/or groundwater beneath the Site has been impacted due to the recognized environmental conditions identified in a Phase I ESA conducted at the Site by Braun Intertec (Project B1610732) and documented in a report dated January 10, 2017.

B. Site Background

B.1. Site Location and Description

The Site is located at 6401 West Highway 10 (see Figure 1). The Site is located within the SE quarter of the NE quarter of Section 34, Township 32 North, Range 25 West, in the city of Ramsey, Anoka County, Minnesota.

The Site consists of one parcel, approximately 1.64-acres in size, developed with a vacant gasoline station/convenience store with an attached carwash. The existing Site building, constructed in 2002-03, has been vacant for approximately three years. The surrounding area is developed for commercial uses.

According to the recently conducted Phase I ESA, the Site had been used as a farmstead from at least 1938 through at least 1957. The Site was then occupied by a commercial building from 1965 until 2001.

Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Petroleum impacted soils and groundwater have been documented on the Site from the past automobile sales and services uses. The surrounding area was historically developed as cultivated cropland with scattered farmsteads and has been progressively redeveloped for commercial use.

The Site is currently occupied by an out-of-service former retail fueling facility. The associated underground storage tanks (USTs), which included one 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST, were removed during the week of March 13, 2017. The USTs were removed by a licensed tank removal contractor in accordance with MPCA guidance, including Guidance Document c-prp3-01, *Excavation of petroleum-contaminated soil and tank removal sampling*. The tank removal activities and sample results are reported under separate cover. Sampling results are also summarized in Section B.2 of this report.

B.2. Previous Site Investigations

Numerous environmental investigations and activities have been conducted at the Site, including Phase I and Phase II ESAs, petroleum storage tank and hydraulic lift removals, and contaminated soil excavations. Available documents associated with previous environmentally-related activities were reviewed and summarized as part of a recently completed Phase I ESA, which is documented in the following report:

- *Phase I Environmental Site Assessment, Vacant Gasoline Station/Convenience Store, 6401 Highway 10 NW, Ramsey, Minnesota*, prepared by Braun Intertec Corporation, dated January 10, 2017. (2017 Phase I ESA)

Previous environmental investigations at the Site, conducted from 1994 to 2002, identified soil and groundwater contamination in several Site locations. Due to the previously identified contamination, the Site is associated with four closed MPCA leaking petroleum storage tank cases (Leak #7134, 7205, 14065, 14284) and two Voluntary Investigation and Cleanup (VIC) cases (VP4770, and VP4771). A summary of the previous investigations and leak/VIC cases is presented in the 2017 Phase I ESA.

B.3. Published Geologic Information

B.3.a. Topography

According to the United States Geological Survey (U.S.G.S) 7.5-minute topographic map series, Anoka, Minnesota quadrangle, the Site is located at an elevation of approximately 865 feet above mean sea level. The topography of the Site is relatively level with a slight downward slope to the south.

B.3.b. Geology

The unconsolidated sediments in the Site vicinity are Quaternary Wisconsin Episode Langdon Terrace deposits, which consist of sand and gravelly sand (Meyer, 2012).

The uppermost bedrock unit in the Site vicinity is the Upper Cambrian St. Lawrence Formation (Mossler, 2012). The St. Lawrence Formation is described as light gray to yellowish-gray and pale yellowish-green, dolomitic, feldspathic siltstone with interbedded very fine-grained sandstone and shale.

The depth to bedrock in the Site vicinity is approximately 150 feet to 200 feet below land surface (Mossler, 2012).

B.3.c. Hydrogeology

Based on the findings of this Phase II ESA, groundwater is present under the Site at depths of approximately 20 to 28 feet below land surface.

According to published geologic information, the regional groundwater flow direction within the unconsolidated deposits in the Site vicinity is generally south-southwest, towards the Mississippi River (Palen et al., 1993). The Site-specific groundwater flow direction was not determined through direct measurement during this Phase II ESA.

C. Scope of Services

The following tasks were conducted at the Site as part of this Phase II ESA:

- Cleared public utilities through Gopher State One Call and private utilities through a private contractor for the investigation locations.
- Advanced 9 environmental soil borings (S-1 through S-9) and collected soil samples.

- Installed five temporary monitoring wells in five of the soil borings (S-1, S-4, S-6, S-8, and S-9) and collected groundwater samples.
- Installed three temporary soil vapor probes (SG-1 through SG-3) and collected soil vapor samples.
- Conducted environmental monitoring during drilling and screened soil samples collected from the borings for the presence of organic vapors using a photoionization detector (PID). Visual and olfactory observations regarding potential contamination were also made and recorded.
- Analyzed representative samples of soil, vapor, and groundwater for one or more of the following parameters: Volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), gasoline range organics (GRO), diesel range organics (DRO), and Resource Conservation and Recovery Act (RCRA) metals.
- Evaluated the data and prepared this report.

Investigation locations are shown on Figure 2 and soil boring logs are included in Appendix A.

D. Deviations from Work Plan/Proposal

The proposal included 12 soil borings: 5 to be completed as temporary monitoring wells and 7 to be advanced by the former fueling dispensers. However, sampling under the dispensers was conducted as part of the concurrent tank removal activities. Instead of the 7 dispenser borings, 4 shallow (8 feet deep) soil borings were advanced for general coverage of the Site.

E. Investigation Methods and Procedures

The field work relating to the Phase II ESA investigation was conducted on March 13, 2017. Prior to beginning the field investigation, public utilities were cleared through Gopher State One Call and private utilities were cleared through a subcontracted private utility locator.

Soil boring rationale and analytical testing parameters are summarized in Section E.1.c. The locations and ground surface elevations of soil borings, temporary monitoring wells, and soil vapor probes were

determined using Global Positioning System (GPS) technology. GPS coordinates for the investigation locations are included in Appendix B. Standard Operating Procedures (SOPs) for the investigation are included in Appendix C.

E.1. Soil Evaluation

E.1.a. Soil borings

Braun Intertec subcontracted Bergeson-Caswell, Inc. of Maple Plain, Minnesota to advance nine soil borings, designated as S-1 through S-9, at the Site to depths ranging from 8 to 28 feet bgs.

The soil borings were advanced with a hydraulically-driven push-probe sampling rig. To collect the soil samples from the borings, a disposable thin-walled PVC liner was placed inside of a 4-foot long sampling tool. The borehole was then advanced using a dual-tube system, which allows for the inner sampling tool to be pushed through a larger outer-diameter rod a total penetration depth of up to 4 feet. After advancing the tooling, the sampler was removed from the borehole, but the outer rod remained, keeping the borehole open, and the soil sample was retrieved from the PVC liner for field screening and classification. The process was then repeated to the termination depths of the borings.

Prior to arrival onsite, the drill rig and sampling equipment were cleaned with a high pressure, hot water sprayer. Between sampling locations, non-dedicated sampling equipment was cleaned with a soap and water scrub followed by a clean water rinse.

Upon completion, soil borings were sealed in accordance with Minnesota Department of Health (MDH) regulations and, if applicable, the concrete or asphalt surface at the boring location was patched.

E.1.b. Soil Classification and Monitoring

Soil samples from the soil borings were visually and manually classified in the field by an environmental technician using ASTM D 2487 "Unified Soils Classification System" and ASTM D 2488 "Recommended Practice for Visual and Manual Description of Soils." Additionally, soils were classified at the Braun Intertec soils laboratory by a geotechnical engineer using ASTM D 2487 and ASTM D 2488.

Soil samples retrieved were examined by an environmental technician for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples were screened for the presence of organic vapors using a PID. The PID was equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID was used to perform direct measurement and a headspace method of field

analyses, as recommended by the MPCA in Petroleum Remediation Program Guidance Document 4-04 (September 2008).

E.1.c. Soil Analyses

Selected soil samples were collected from the soil borings for laboratory analysis as identified in the following table. The table also includes a rationale for soil boring placement. Samples were submitted to Pace Analytical Services of Minneapolis, Minnesota.

Soil Boring Sample Name	Sampling Depth (feet bgs)	Rationale	Analytical Parameters
S-1	8-10	South (assumed downgradient) side of most recent UST system tankhold	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-1	20-22	South (assumed downgradient) side of most recent UST system tankhold	DRO
S-2	6-8	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-3	0.5-2	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-4	6-8	Vicinity of former sand trap and associated drain field.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-4	18-20	Vicinity of former sand trap and associated drain field.	DRO
S-5	0.5-2	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-6	2-4	Vicinity of former hydraulic lift leak (Closed MPCA LEAK 14284)	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-6	24-26	Vicinity of former hydraulic lift leak (Closed MPCA LEAK 14284)	DRO
S-7	2-4	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-8	4-6	Apparent vicinity of former USTs.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-8	18-20	Apparent vicinity of former USTs.	DRO
S-9	0.5-2	South (assumed downgradient) side of most recent UST system and dispensers.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-9	22-24	South (assumed downgradient) side of most recent UST system and dispensers.	DRO

E.2. Groundwater Evaluation

Temporary monitoring wells were installed in five of the soil borings (S-1, S-4, S-6, S-8, and S-9) to evaluate groundwater conditions at the Site. The wells were permitted with the MDH. Temporary monitoring well locations are shown on Figure 2.

E.2.a. Temporary Monitoring Wells

After the soil borings were advanced about 2 feet into the water table, temporary monitoring wells were constructed using 1-inch-diameter PVC riser and a 5-foot long, 10-slot screens. Following well use, the well materials were removed, and the boreholes were sealed in accordance with applicable code requirements.

E.2.b. Groundwater Analyses

Groundwater samples collected from the temporary wells were submitted to Pace Analytical Services of Minneapolis, Minnesota and analyzed for the following parameters:

- VOCs using EPA Method 8260
- DRO using the WDNR Method

E.3. Soil Vapor Evaluation

E.3.a. Soil Vapor Probes

Three temporary soil vapor probes (SG-1 through SG-3) were advanced, using a hydraulically-driven push-probe rig, to a depth of 5 feet bgs and then retracted to a depth of 4 feet bgs. New, inert tubing was attached to the top of the downhole sampler, and the sampling point and tubing were purged with a hand pump to remove two volumes of air prior to sample collection. Following purging, organic vapor concentrations were screened with a PID and the value was recorded. The soil vapor samples were then collected using laboratory-supplied negative pressure air-sample collection canisters (6-liter canisters) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with the MPCA guidelines. Following sample collection, the temporary sampling point was removed from the borehole, and the borehole was sealed in accordance with MDH guidelines.

The soil vapor samples were submitted to Pace Analytical Services of Minneapolis, Minnesota and analyzed for VOCs using EPA Method TO-15.

F. Investigation Results

F.1. Geologic Conditions

Soil boring logs with descriptions of the various soil strata encountered during the soil boring operations and water level information are contained in Appendix A. The depths shown as changes between the soil types are approximate. The actual changes may be transitional, and the transition depths are likely to be horizontally variable.

All soil borings encountered sand from the surface to the terminal depth of the boring. Groundwater was encountered in borings S-1, S-4, S-6, S-8, and S-9 at depths ranging from 20.49 to 27.36 feet bgs.

F.2. Field Screening

Soil recovered from the soil borings was screened by the field technician for evidence of contamination, including odors, staining, and the presence of debris. No odors, staining, or debris were observed in the soils recovered from any of the nine borings, with the exception of concrete debris observed in borings S-3, S-4, S-6, and a piece of coal in boring S-3.

Organic vapor/PID readings were recorded for soil samples collected from each borings. Observed organic vapor concentrations ranged from 0.0 to 1.4 parts per million (ppm), which are considered to be general background readings. Soil screening PID results are included on the boring logs in Appendix A.

F.3. Soil Analytical Results

A summary of the soil analytical results is provided in Table 1. The complete laboratory reports with chain-of-custody forms are included in Appendix D.

The soil analytical results can be compared with the Soil Reference Values (SRVs) and Screening Soil Leaching Values (SLVs) which are also listed on Table 1. SRVs and SLVs are allowable risk-based contaminant concentrations derived by the Minnesota Pollution Control Agency (MPCA) using risk assessment methodology, modeling, and risk management policy to guide investigation and cleanup actions. SRVs relate to direct-contact exposure scenarios and SLVs relate to potential leaching of contaminants to groundwater. Concentrations of contaminants in soil, SRVs, and SLVs are expressed in units of milligrams per kilogram (mg/kg).

The following provides a summary of the soil analytical results from the Phase II ESA.

- No VOCs were detected at concentrations greater than or equal to the laboratory reporting limits.
- Varying concentrations of PAHs were detected in 4 of the 9 soil samples analyzed. The concentrations of the detected PAHs were below Residential SRVs and SLVs.
- No DRO were detected at concentrations greater than or equal to the laboratory reporting limits.
- GRO was detected in 4 of the 9 soil samples analyzed. The concentrations of GRO did not exceed the MPCA unregulated fill criterion of 100 mg/kg.
- Varying concentrations of the eight RCRA metals were detected in each of the soil samples analyzed. However, none of the metal concentrations exceeded the respective Residential SRVs and SLVs.

F.4. Groundwater Analytical Results

A summary of the groundwater analytical results is provided in Table 2. The complete laboratory reports with chain-of-custody forms are included in Appendix D.

For comparison purposes, Table 2 includes Drinking Water Criteria from the Minnesota Department of Health (MDH) Human Health-Based Water guidance. Drinking Water Criteria include MDH Health Risk Limits (HRLs), MDH Health Based Values (HBVs), MDH Risk Assessment Advice (RAA), and Maximum Contaminant Levels (MCLs) established by the Environmental Protection Agency (EPA). Concentrations of contaminants in water and Drinking Water Criteria are expressed in units of micrograms per liter ($\mu\text{g}/\text{L}$).

The following provides a summary of the groundwater analytical results.

- No VOCs were detected at concentrations greater than or equal to the laboratory reporting limits.
- DRO was detected at a concentration of 140 $\mu\text{g}/\text{L}$ in groundwater sample GP-15, which is below the provisional MDH HBV of 200 $\mu\text{g}/\text{L}$ for total petroleum hydrocarbons.

- DRO was detected at concentrations of 240 µg/L, 300 µg/L, and 310 µg/L in groundwater samples S-6W, S-8W, and S-9W, respectively. These concentrations exceed the provisional MDH HBV of 200 µg/L for total petroleum hydrocarbons.

F.5. Soil Vapor Analytical Results

A summary of the soil vapor analytical results is provided in Table 3. The complete laboratory reports with chain-of-custody forms are included in Appendix D.

For comparison purposes, Table 3 includes Intrusion Screening Values (ISVs). ISVs were developed by the Minnesota Pollution Control Agency (MPCA) in coordination with the Minnesota Department of Health (MDH) as screening values for evaluating vapor intrusion risks from VOCs identified in indoor air. The potential for indoor air to be impacted by soil vapor intrusion can also be assessed using ISVs. Concentrations of VOCs in air or soil vapor and ISVs are expressed in units of micrograms per cubic meter (µg/m³).

Per 2016 MPCA guidance, soil vapor results are compared to 33X ISVs to assess vapor intrusion risk. According to the guidance, soil vapor concentrations greater than 33X ISVs indicate a vapor source with potential vapor intrusion risk is present. A Site with contaminant concentrations greater than 33X ISVs would typically require either mitigation or additional assessment of potential pathways and receptors to better quantify risks, which might include collection of sub-slab or indoor air samples.

The following provides a summary of the soil vapor analytical results.

- Tetrachloroethene (PCE or PERC) was detected at a concentration between its Residential and Industrial ISV.
- No other VOCs were detected at concentrations greater than Residential ISVs.

G. Conclusions

Based on the results of this assessment, the following conclusions are provided:

- With the exception of concrete debris observed in borings S-3, S-4, S-6, and a piece of coal in boring S-3, evidence of potential environmental impacts were not observed.
- The sampling and testing conducted as part of this Phase II ESA did not detect chemicals of concern at concentrations greater than MPCA cleanup levels or Unregulated Fill Criteria¹. However, based on the history of the Site and the Site's status as a closed leaking petroleum storage tank site, it is likely that petroleum impacted soil is present in places at the Site. Based on the lack of detected soil impacts and the relatively low concentrations of DRO identified in groundwater, any soil contamination is likely to be limited in magnitude and extent.
- Groundwater is impacted by DRO at concentrations greater than its MDH HBV. Based on the Site's association with several former leaking petroleum storage tank cases, and the absence of detected contamination during the recent tank removal activities, the identified groundwater impacts are likely due to a historical petroleum release.
- Soil vapor is not impacted at concentrations greater than Industrial ISVs. However, based on the presence of detectable concentrations of PCE in soil vapor sample SG-2, it appears that a source of the vapor may be present in the vicinity of the collected sample. Based on the relatively low concentration, the release is either small and/or SG-2 is on the edge of a vapor plume. The other two soil vapor samples, SG-1 and SG-3, did not exhibit detectable concentrations of PCE, indicating that the Site is not significantly impacted by PCE vapors.

¹ Best Management Practices for the Off-Site Reuse of Unregulated Fill, dated February 2012, prepared by the Minnesota Pollution Control Agency.

H. Recommendations

The following recommendations are based on the results of this assessment, as well as the known history of the Site which was reviewed as part of this assessment.

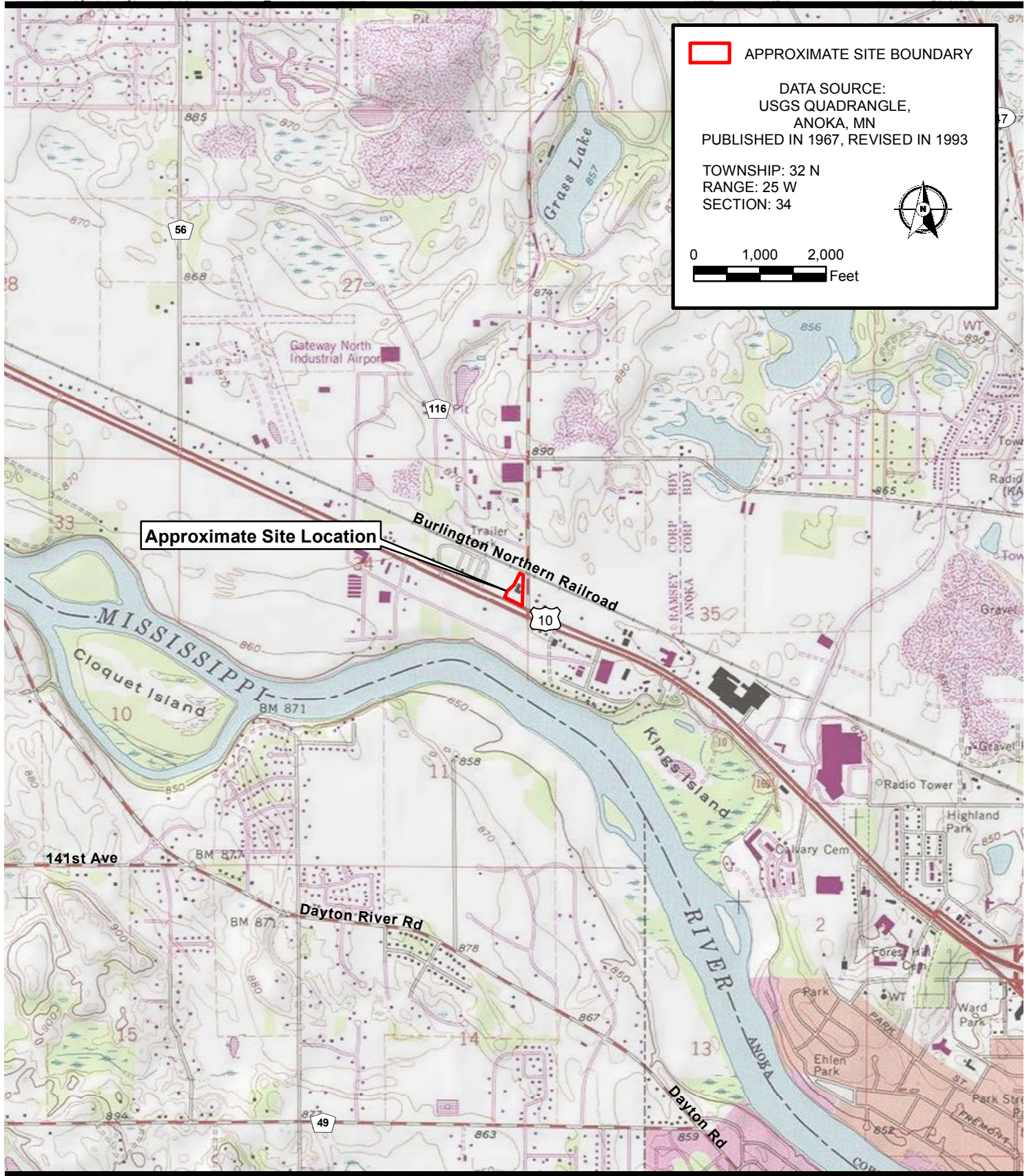
- Prepare a Construction Contingency Plan (CCP) that provides a plan to evaluate and manage environmental issues that may arise during redevelopment of the Site. The CCP should include procedures for the management of non-petroleum and petroleum-contaminated soil and/or groundwater that may be encountered during redevelopment.
- Prior to significant redevelopment-related earthwork activities, conduct a test pit investigation of proposed cut areas to verify the presence/absence of debris or other contaminants.

I. Assessment Limitations

The analyses and conclusions submitted in this report are based on field observations and the results of laboratory analyses of soil samples, groundwater samples, and soil vapor samples collected from the soil borings and soil vapor probes completed for this project.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Figures



Sheet:	Project No:
1 of 1	B1610732
	Drawing No.
	B1610732_SiteLoc
	Scale:
	1 in = 2,000 ft
	Drawn By:
	FER
	Date Drawn:
	11/10/16
	Checked By:
	KWB
	Last Modified:
	11/10/16

SITE LOCATION MAP
 GASOLINE STATION - CONVENIENCE STORE
 6401 HIGHWAY 10
 RAMSEY, MINNESOTA

BRAUN
INTERTEC
 11001 Hampshire Avenue So.
 Minneapolis, MN 55438
 PH. (952) 995-2000
 FAX (952) 995-2020



- Proposed Soil Boring/Temp Well Location (~30')
- Proposed Soil Vapor Probe Location (5')
- Proposed Soil Boring Location (8')

DRAFT

Sheet:	Project No:
1 of 1	B1610732
	Drawing No.
	B1610732_SiteVisit
	Scale:
	1 in = 100 ft
	Drawn By:
	FER
	Date Drawn:
	11/10/16
	Checked By:
	KWB
	Last Modified:
	11/10/16

SITE VISIT MAP
 GASOLINE STATION - CONVENIENCE STORE
 6401 HIGHWAY 10
 RAMSEY, MINNESOTA

BRAUN
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Tables

**Table 1
Soil Analytical Results
Former Sunfish Express
Ramsey, MN
Project B1700969**

Compound/Parameter	CAS No.	Sample Identifier and Date Collected														Residential Soil Reference Value (SRV) (mg/kg)	Industrial Soil Reference Value (SRV) (mg/kg)	Screening Soil Leaching Value (SLV) (mg/kg)
		S-1 (8-10')	S-1 (20-22')	S-2 (6-8')	S-3 (0.5-2')	S-4 (6-8')	S-4 (18-20')	S-5 (0.5-2')	S-6 (2-4')	S-6 (24-26')	S-7 (2-4')	S-8 (4-6')	S-8 (18-20')	S-9 (0.5-2')	S-9 (22-24')			
		03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017			
Volatiles Organic Compounds (VOCs) (mg/kg)																		
All reported VOCs	---	---	<RL	<RL	---	---	<RL	---	---	<RL	---	---	<RL	---	<RL	---	---	---
Polycyclic Aromatic Hydrocarbons (PAHs) (mg/kg)																		
Benz(a)anthracene	56-55-3	<0.010	---	<0.011	0.052	<0.011	---	0.017	0.012	---	<0.011	<0.011	---	0.12	---	cPAH	cPAH	cPAH
Benzo(b)fluoranthene	205-99-2	<0.010	---	<0.011	0.094	<0.011	---	0.04	0.024	---	<0.011	<0.011	---	0.28	---	cPAH	cPAH	cPAH
Benzo(k)fluoranthene	207-08-9	<0.010	---	<0.011	0.04	<0.011	---	0.015	<0.011	---	<0.011	<0.011	---	0.088	---	cPAH	cPAH	cPAH
Benzo(a)pyrene	50-32-8	<0.010	---	<0.011	0.069	<0.011	---	0.022	0.017	---	<0.011	<0.011	---	0.19	---	cPAH	cPAH	cPAH
Benzo(g,h,i)perylene	191-24-2	<0.010	---	<0.011	0.084	<0.011	---	0.025	0.016	---	<0.011	<0.011	---	0.17	---	NE	NE	NE
Chrysene	218-01-9	<0.010	---	<0.011	0.082	<0.011	---	0.024	0.015	---	<0.011	<0.011	---	0.16	---	cPAH	cPAH	cPAH
Fluoranthene	206-44-0	<0.010	---	<0.011	0.094	<0.011	---	0.038	0.023	---	<0.011	<0.011	---	0.23	---	1,080	6,800	670
Indeno(1,2,3-cd)pyrene	193-39-5	<0.010	---	<0.011	0.042	<0.011	---	0.019	0.013	---	<0.011	<0.011	---	0.11	---	cPAH	cPAH	cPAH
Phenanthrene	85-01-8	<0.010	---	<0.011	0.029	<0.011	---	0.011	<0.011	---	<0.011	<0.011	---	0.1	---	NE	NE	NE
Pyrene	129-00-0	<0.010	---	<0.011	0.091	<0.011	---	0.031	0.022	---	<0.011	<0.011	---	0.21	---	890	5,800	440
All other reported PAHs	---	<RL	---	<RL	<RL	<RL	---	<RL	<RL	---	<RL	<RL	---	<RL	---	---	---	---
BaP Equivalent ^[c]	---	0.0	---	0.0	0.1	0.0	---	0.0	0.0	---	0.0	0.0	---	0.3	---	2	3	1.4
Metals (mg/kg)																		
Arsenic, Total	7440-38-2	2.8	---	1.2	2.0	1.6	---	2.5	2.6	---	2.6	2.2	---	2.3	---	9	20	5.8
Barium, Total	7440-39-3	186	---	37.2	37.4	34.5	---	46.7	53.7	---	43.5	23.2	---	45.4	---	1,100	18,000	1,700
Cadmium, Total	7440-43-9	<0.16	---	<0.15	<0.15	<0.16	---	0.36	<0.15	---	<0.15	<0.15	---	<0.16	---	25	200	8.8
Chromium, Total ^[e]	7440-47-3	7.2	---	8.1	6.4	4.2	---	6.4	8.8	---	5.9	6.6	---	7.3	---	44,000/87 ^[e]	100,000/650 ^[e]	1,000,000,000/36 ^[e]
Lead, Total	7439-92-1	3.2	---	3.3	10.4	2.3	---	99.7	15.5	---	2.5	3.2	---	7.8	---	300	700	2,700
Mercury, Total	7439-97-6	<0.020	---	<0.021	0.027	<0.019	---	<0.019	0.019	---	<0.020	<0.020	---	<0.021	---	0.5	1.5	3.3
Selenium, Total	7782-49-2	<1.0	---	<1.0	<0.97	<1.1	---	<1.0	<0.98	---	<1.0	<1.0	---	<1.0	---	160	1,300	2.6
Silver, Total	7440-22-4	<0.52	---	<0.50	<0.49	<0.53	---	<0.51	<0.49	---	<0.50	<0.51	---	<0.52	---	160	1,300	7.9
Other Parameters (mg/kg)																		
Diesel Range Organics (DRO)	---	<8.7	---	<7.6	85.8 ^[2]	<8.6	---	14.1 ^[2]	48.1 ^[2]	---	<8.3	<8.4	---	16.5 ^[2]	---	NE	NE	NE
Gasoline Range Organics (GRO)	---	---	<10.5	---	---	---	<10.9	---	---	<10.7	---	---	<10.4	---	<11.5	NE	NE	NE

Notes

^[1] [M1] Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.

^[2] [T6] High boiling point hydrocarbons are present in the sample.

Minnesota Pollution Control Agency (MPCA) SRVs updated June 2009 and SLVs updated June 2013.

mg/kg = Milligrams per kilogram.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

cPAH = Individual regulatory limit not established for this carcinogenic PAH; included in BaP equivalent calculation.

^[c] = Benzo(a)pyrene (BaP) equivalent is calculated based on the concentration and weighted toxicity of cPAHs; MPCA; 2009. If no cPAHs were detected above reasonable laboratory reporting limits the BaP equivalent is reported as 0 mg/kg per MPCA Remediation Division Policy; June 2011.

^[e] = Reported result is total chromium, regulatory limit for chromium III and chromium VI are provided.

**Table 2
Groundwater Analytical Results
Former Sunfish Express
Ramsey, MN
Project B1700969**

Compound/Parameter	CAS No.	Sample Identifier, Depth to Groundwater, and Date Collected					Drinking Water Criteria (µg/L)	Source- Date
		S-1W	S-4W	S-6W	S-8W	S-9W		
		22.05	20.6	27.36	20.49	25.67		
		03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017		
Volatile Organic Compounds (VOCs) (µg/L)								
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	---	---
Other Parameters (µg/L)								
Diesel Range Organics (DRO)	---	140	<98	240	300 ^[2]	310	200	HBV ^[e]

Notes

^[1] [L3] Analyte recovery in the laboratory control sample (LCS) exceeded QC limits. Analyte presence below reporting limits in associated samples.

^[2] [T6] High boiling point hydrocarbons are present in the sample.

Drinking Water Criteria = The most conservative value for chronic or cancer exposures provided from the following sources including the Minnesota Department of Health (MDH) Health Risk Limit (HRL), MDH Health Based Value (HBV), MDH Risk Assessment Advice (RAA) or Maximum Contaminant Level (MCL). The date of promulgation is provided, if available. Values updated 7/27/16.

µg/L = Micrograms per liter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

^[e] = Provisional MDH Health Based Value for total petroleum hydrocarbons (sum of DRO and GRO).

Exceeds Drinking Water Criteria

Table 3
Soil Vapor Analytical Results
Former Sunfish Express
Ramsey, MN
Project B1700969

Compound/Parameter	CAS No.	Sample Identifier and Date Collected			Residential ISV ($\mu\text{g}/\text{m}^3$)	Industrial ISV ($\mu\text{g}/\text{m}^3$)
		SG-1	SG-2	SG-3		
		03/13/2017	03/13/2017	03/13/2017		
Volatile Organic Compounds (VOCs) ($\mu\text{g}/\text{m}^3$)						
Acetone	67-64-1	49.3	37.9	49.2	31,000	87,000
Benzene	71-43-2	2.1	10.4	4.3	4.6	45
2-Butanone (Methyl ethyl ketone, MEK)	78-93-3	29.3	14.3	17.7	5,000	10,000
Carbon disulfide	75-15-0	4.0	12.0	6.5	700	2,000
Cyclohexane	110-82-7	1.4	2.6	2.1	6,000	20,000
Dichlorodifluoromethane	75-71-8	121	173	93.1	NE	NE
1,2-Dichlorotetrafluoroethane	76-14-2	<2.3	163	<2.4	NE	NE
Ethanol	64-17-5	<3.0	<2.4	5.5	15,000	42,000
Ethylbenzene	100-41-4	2.1	1.6	1.5	4.1	39
n-Heptane	142-82-5	3.2	4.7	3.0	NE	NE
n-Hexane	110-54-3	37.2	6.8	7.5	2,000	6,000
Methylene chloride (Dichloromethane)	75-09-2	<5.6	5.1	12.9	630	2,100
Propylene	115-07-1	<0.56	<0.44	79.8	3,000	8,000
Styrene	100-42-5	<1.4	1.8	<1.5	1,000	3,000
Tetrachloroethene	127-18-4	<2.2	7.8	<2.3	3.4	33
Tetrahydrofuran	109-99-9	41.4	<0.76	<1.0	NE	NE
Toluene	108-88-3	8.2	13.3	13.4	5,200	18,000
Xylenes, m- & p-	179601-23-1	4.8	4.5	4.7	100 ^[b]	350 ^[b]
Xylene, o-	95-47-6	1.4	1.4	1.5	100 ^[b]	350 ^[b]
All other Reported VOCs	---	<RL	<RL	<RL	---	---

Notes

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Value (ISV) is a Revised Interim ISV if established. ISVs updated 2/13/2017. EISV = Expedited ISV. EISVs apply only to existing buildings. Sub-slab results exceeding 33X EISV or indoor air results exceeding the EISV may require expedited action.

$\mu\text{g}/\text{m}^3$ = Micrograms per cubic meter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

^[a] = In existing buildings, indoor air results exceeding the ISV or sub-slab results exceeding 33X ISV may require expedited action when a woman who is pregnant or could become pregnant is present.

^[b] = Regulatory limit for combination of m-, p-, and o-xylenes.

Appendix A
Soil Boring Logs

Appendix B

GPS Coordinates of Investigation Locations

Appendix C
Standard Operating Procedures

Appendix D
Laboratory Analytical Reports

Appendix E
References/Bibliography

ASTM Standard E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM International, West Conshohocken, PA., 2013. DOI: 10.1520/E1527-13, www.astm.org.

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ATTACHMENT 4

Predemolition Hazardous Building Materials
Inspection Report, dated November 26,
2016, prepared by Braun Intertec,
(Includes 27 pages)

Pre-Demolition Hazardous Building Materials Inspection Report

Gasoline Station/Convenience Store
6401 Highway 10
Ramsey, Minnesota

Prepared for

City of Ramsey



Project B1610732.00
November 28, 2016

Braun Intertec Corporation

November 28, 2016

Project B1610732.00

Mr. Patrick Brama
Economic Development Manager/Assistant City Administrator
City of Ramsey
c/o SRF Consulting Group
1 Carlson Parkway North, Suite 150
Minneapolis, MN 55447

Re: Pre-Demolition Hazardous Building Materials Inspection Report
Gasoline Station/Convenience Store
6401 Highway 10
Ramsey, Minnesota

Dear Mr. Brama:

The enclosed report provides the results of the pre-demolition hazardous building materials inspection conducted on November 10 & 11, 2016, at the gas station/convenience store located at 6401 Highway 10 in Ramsey, Minnesota (Site). Braun Intertec Corporation was authorized to conduct this inspection in accordance with our Proposal QTBO48371 dated November 8, 2016 and the Braun Intertec General Conditions.

If you have any questions or need further assistance, please call Eric Bieniek at 612.834.4627 or Derek Schilling at 952.995.2674.

Sincerely,

BRAUN INTERTEC CORPORATION



Eric W. Bieniek *Wak!*
Environmental Technician



Derek M. Schilling, PG, CHMM
Associate Principal – Senior Scientist

Attachments:

Pre-Demolition Hazardous Building Materials Inspection Report

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Appendices

- A: Table I. Asbestos Building Inspection Results
- B: Table II. Bulk Asbestos Analytical Results
- C: Table III. Lead-Based Paint Testing Results
- D: Bulk Asbestos Analysis Reports
- E: Asbestos Inspector Certificate

A. Scope of Services

The scope of our services was limited to:

- Visually examine accessible areas and identify locations of suspect asbestos-containing material (ACM), lead, poly-chlorinated biphenyls (PCB), mercury, and other miscellaneous hazardous material.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos.
- Conduct limited lead-based paint (LBP) testing of potential re-useable components with painted surfaces suspected of containing lead (where applicable). Testing will be accomplished using a Niton X-ray fluorescence (XRF) spectrum analyzer.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials' current conditions and ACM quantities.
- Generate a final report documenting the sample locations, analysis results, conditions, ACM quantities and recommendations.

B. Site Description

The subject of the inspection is the gas station/convenience store located at 6401 Highway 10 in Ramsey, Minnesota. The building is a single level, slab-on-grade, metal structure. It was originally constructed in 2003 and encompasses approximately 9,950 square feet. The building is constructed of metal, concrete and concrete block foundation walls. The typical interior finishes included epoxy flooring, sheetrock/joint compound, and lay-in ceiling panels. The exterior of the building has a stucco finish with an assumed rubber membrane roof system. The property also has a metal canopy that encompasses approximately 6,100 square feet. The building was vacant and unoccupied at the time of the inspection.

C. Results

C.1. Asbestos

Twenty-eight (28) bulk samples were collected on November 10 & 11, 2016 and submitted to EMSL Analytical, Inc., a microscopy laboratory that is fully accredited for asbestos bulk analysis.

C.1.a. Asbestos-Containing Materials

The following is a summary of building materials found or assumed to contain greater than one percent asbestos (asbestos-containing materials by regulatory definition).

- Asphalt roof material (assumed), no roofing samples were collected to protect the integrity of the roofing systems

C.1.b. Non-Asbestos-Containing Materials

The following is a summary of building materials found to contain no asbestos or materials that contain one percent or less asbestos (non-asbestos-containing materials by regulatory definition).

- 2-foot by 2-foot lay-in ceiling panels (red), sheetrock with vinyl cover
- 2-foot by 2-foot lay-in ceiling panels (white), pocks & pinholes
- 2-foot by 2-foot lay-in ceiling panels (white), sheetrock with vinyl cover
- 2-foot by 4-foot lay-in ceiling panels (white), sheetrock with vinyl cover
- 4-inch baseboard (gray) with adhesive (tan)
- 8-inch by 8-inch concrete block & mortar
- Adhesive (tan) - behind fiberglass wall paneling
- Brick & mortar
- Caulk (brown) - window frames
- Caulk (gray) - vertical wall expansion joints
- Caulk (gray, rubbery) - concrete floor expansion joints
- Caulk (gray, tacky) - glass block window frames
- Caulk (gray/white) - window & door frames, wall expansion joints
- Caulk (purple) - door frame
- Caulk (tan) - horizontal wall expansion joints
- Caulk (tan/orange) - wall, window, & door frames
- Epoxy flooring (gray)
- Epoxy flooring (green)
- Gasket (white, cloth) - HVAC gaskets
- Glaze (black, rubbery) - on windows
- Red fire caulk
- Sheetrock/joint compound
- Stucco (green, tan, orange, & red)
- Wall partition paneling (brown)

Refer to Table I in Appendix A, which lists individual functional spaces of the building, the suspect materials identified in that functional space, whether the suspect material was identified by analysis to be an asbestos-containing material, an estimated amount of each suspect material for the functional space, and includes condition, assessment categories and hazard ratings based on subjective observations made by our representatives.

Refer to Table II in Appendix B, which lists the homogenous material sample numbers, sample locations, suspect material descriptions, and the analysis results for each sample. This table summarizes the results from the Bulk Asbestos Laboratory Report, which is attached in Appendix D.

Bulk asbestos analysis was conducted in accordance with the Environmental Protection Agency's (EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. Lead-Based Paint

Testing of limited building components for lead-based paint was accomplished utilizing a Niton XL X-Ray Fluorescence (XRF) field portable analyzer, Model No. XLP303A - Serial No. 22287, equipped with a 40-milcurie CD-109 source - Serial No. TR3277, installed on March 17, 2015.

Analysis decision-making protocols were based on compliance with the United States (US) EPA and Minnesota Department of Health (MDH), which consider any x-ray fluorescence (XRF) result of 1.0 milligram per square centimeter (mg/cm²) or greater to be "lead-based paint." The following is a list of lead-based paints that were found on the limited building components tested.

- **No "lead-based paint" was detected in the surfaces tested at the time of the inspection.**

Refer to Table III in Appendix C, which lists the sample numbers, sample locations, component descriptions, XRF field results, and the paint condition for each sample.

C.3. Miscellaneous Regulated Waste

A visual inspection for miscellaneous regulated waste materials that require separate handling and disposal prior to disturbance during building demolition was also performed as part of this assessment. The following is a list of items documented at the site:

C.3.a. Poly-Chlorinated Biphenyls (PCBs)

- Light ballasts
- Transformers

C.3.b. Mercury

- Batteries – smoke detectors, emergency lighting, exit signs and security system.
- Electrical Systems – electrical panels, load meters, supply relays, control switches, fuses, motors, and pumps.
- Heating – natural gas furnace, gauges, space heater controls, thermostats, and unit heater controls.
- Lighting – fluorescent lamps, "silent" wall switches, explosion proof lighting, high-intensity discharge, neon and high-pressure sodium lamps.

C.3.c. Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs)

- Fire extinguishers
- Refrigerants – heat pumps, roof-top air conditioners and walk-in coolers.

C.3.d. Hazardous Waste

- Chemicals – antifreeze, paint cans, paint drums, polyurethane, solvents, stains, industrial lubricants, chemical sealer, presoak/wall cleaner, and foaming polish.
- Lead – exit signs, lead-acid batteries, and security system.
- Petroleum products – oils in miscellaneous motors and door closers, machine oil, and machine pistons.

C.3.e. Miscellaneous

- 165-gallon tank (contents unknown)
- Air compressor
- Automotive parts
- Computer equipment
- Drive-thru system
- Meters
- Miscellaneous cleaning supplies
- Stove/oven
- Television
- Water heater
- Water softener

D. Discussion

D.1. Asbestos-Containing Materials

D.1.a. Category I Non-Friable ACM

The following asbestos-containing materials are classified as Category I non-friable materials according to EPA 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants (NESHAPs):

- Asphalt roof material (assumed), no roofing samples were collected to protect the integrity of the roofing systems.

Note: The various roofing materials were noted at the time of this inspection. Roofing materials were not sampled for asbestos content as part of this inspection in order to maintain the integrity of the roofing system. The roofing materials should be sampled for asbestos content prior to building renovation/demolition.

The above Category I non-friable ACMs were observed to be in good condition at the time of our assessment. These materials should be maintained in good condition to prevent potential exposure to asbestos. Category I non-friable ACMs are not considered a hazard unless cut, drilled, sanded, or otherwise abraded. However, any Category I material that may become friable during demolition must be removed prior to that activity. Secondly, if left in place, the crushing or recycling of demolition debris is strictly prohibited. In addition, all demolition debris containing Category I materials must be disposed of at a landfill specifically permitted to accept this type of waste.

D.2. Lead-Based Paint

No lead-based paint was identified on the surfaces tested during this inspection. In addition, given the date of construction (2003) it is unlikely that lead-based paint is present.

D.3. Miscellaneous Regulated Waste

In the case of building renovation/demolition, any of the miscellaneous regulated waste items listed in Section C.3 that will be disturbed, must be removed prior to disturbance and must be recycled or disposed of in accordance with state and federal guidelines.

E. Limitations

This inspection was limited to areas available for observation via non-destructive means. In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, and other inaccessible areas. Braun Intertec cannot be held responsible for the presence of any such hidden materials. In the case of building renovation/demolition, contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous building materials are exposed during their activities they should be sampled and analyzed for content prior to any disturbance.

Note: A destructive ACM investigation is required by the MPCA prior to building renovation/demolition. It is recommended that the destructive ACM investigation is performed once the building is vacant.

Note: *It is assumed that pipe insulation may be present in currently inaccessible chases, wall cavities, and above hard ceilings.*

Note: It should also be noted that in order to maintain the integrity of the roof systems, no roofing materials were sampled. For the purpose of this report, the roofing and flashing materials are assumed to contain asbestos until proven otherwise by sampling and analysis.

Note: Various electrical systems were identified during the survey. These systems were believed to be currently "charged" and active. Suspect materials are located within these electrical boxes, control panels (breaker bars, insulation, and electrical wire insulation). For the purpose of this report, all electrical systems associated in these areas assessed are to be assumed to contain asbestos until proven otherwise by sampling and analysis.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

F. Asbestos Inspector Certification

I, the undersigned, do hereby certify that I am an accredited Asbestos Inspector in the State of Minnesota. A photocopy of my current asbestos inspector certificate is attached in Appendix E.

Signature:  Date: Nov 28, 2016
Eric W. Bieniek *CoE!*
Environmental Technician III
Minnesota Department of Health Asbestos Inspector No: AI12781

Appendix A

Table I. Asbestos Building Inspection Results

Client: City of Ramsey
 Location: 6401 Highway 10, Ramsey, MN 55303
 Date of Inspection: November 10 & 11, 2016
 Project: B1610732.00

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
Exterior	Stucco (green, tan, orange, & red)	No	1A-E	5,000 ft ²	ND	0
Exterior	Brick & mortar	No	2	1,100 ft ²	ND	0
Exterior	Caulk (gray) - vertical wall expansion joints	No	3	250 lin. ft.	ND	0
Exterior	Caulk (tan) - horizontal wall expansion joints	No	4	350 lin. ft.	ND	0
Exterior	Caulk (brown) - window frames	No	5	20 lin. ft. (visible)	ND	0
Exterior	Caulk (tan/orange) - wall, window, & door frames	No	6	300 lin. ft.	ND	0
Exterior	Caulk (gray, tacky) - glass block window frames	No	7	40 lin. ft.	ND	0
Exterior	8" x 8" concrete block & mortar	No	8	1,000 ft ²	ND	0
Kitchen Spaces	Sheetrock/joint compound	No	9	Throughout	D	0
Kitchen Spaces	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	175 lin. ft.	ND	0
Kitchen Spaces	2' x 4' lay-in ceiling panels (white), sheetrock with vinyl cover	No	11	1,000 ft ²	D	0
Kitchen Spaces	2' x 2' lay-in ceiling panels (red), sheetrock with vinyl cover	No	12	200 ft ²	ND	0
Kitchen Spaces	2' x 2' lay-in ceiling panels (white), pocks & pinholes	No	13	60 ft ²	D	0
Kitchen Spaces	Adhesive (tan) - behind fiberglass wall paneling	No	14	1,500 ft ²	ND	0
Kitchen Spaces	4" baseboard (gray) with adhesive (tan)	No	15	100 lin. ft.	ND	0
Kitchen Spaces	Glaze (black, rubbery) - on windows	No	16	70 lin. ft.	ND	0
Kitchen Spaces	Epoxy flooring (green)	No	17	650 ft ²	ND	0
Kitchen Spaces	Epoxy flooring (gray)	No	18	1,200 ft ²	ND	0
Dining & Sales Areas	Sheetrock/joint compound	No	9	Throughout	ND	0

Table I. Asbestos Building Inspection Results

6401 Highway 10, Ramsey, MN 55303

B1610732.00

Page 2

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
Dining & Sales Areas	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	300 lin. ft.	ND	0
Dining & Sales Areas	2' x 2' lay-in ceiling panels (white), pocks & pinholes	No	13	650 ft ²	ND	0
Dining & Sales Areas	Adhesive (tan) - behind fiberglass wall paneling	No	14	125 ft ²	ND	0
Dining & Sales Areas	4" baseboard (gray) with adhesive (tan)	No	15	300 lin. ft.	ND	0
Dining & Sales Areas	Glaze (black, rubbery) - on windows	No	16	600 lin. ft.	ND	0
Dining & Sales Areas	Epoxy flooring (green)	No	17	200 ft ²	ND	0
Dining & Sales Areas	Epoxy flooring (gray)	No	18	1,500 ft ²	ND	0
Bathrooms	Sheetrock/joint compound	No	9	Throughout	ND	0
Bathrooms	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	20 lin. ft.	ND	0
Bathrooms	Epoxy flooring (gray)	No	18	200 ft ²	ND	0
Bathrooms	2' x 2' lay-in ceiling panels (white), sheetrock with vinyl cover	No	19	200 ft ²	ND	0
North Offices	Sheetrock/joint compound	No	9	Throughout	ND	0
North Offices	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	30 lin. ft.	ND	0
North Offices	2' x 2' lay-in ceiling panels (white), pocks & pinholes	No	13	250 ft ²	ND	0
North Offices	4" baseboard (gray) with adhesive (tan)	No	15	90 lin. ft.	ND	0
North Offices	Glaze (black, rubbery) - on windows	No	16	56 lin. ft.	ND	0
North Offices	Epoxy flooring (gray)	No	18	250 ft ²	ND	0
Walk-In Cooler	Epoxy flooring (gray)	No	18	400 ft ²	ND	0
Walk-In Cooler	Gasket (white, cloth) - HVAC gaskets	No	20	6 lin. ft. (visible)	ND	0
Carwash	Glaze (black, rubbery) - on windows	No	16	100 lin. ft.	ND	0
Carwash	Caulk (purple) - door frame	No	21	18 lin. ft.	ND	0

Table I. Asbestos Building Inspection Results

6401 Highway 10, Ramsey, MN 55303

B1610732.00

Page 3

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition ¹	Hazard Category ²
Carwash	Caulk (gray/white) - window & door frames, wall expansion joints	No	22	175 lin. ft.	ND	0
Carwash	Wall partition paneling (brown)	No	23	110 ft ²	ND	0
West Sprinkler, Garage, Storage, & Electrical Rooms	Caulk (gray/white) - window & door frames, wall expansion joints	No	22	210 lin. ft.	ND	0
West Sprinkler, Garage, Storage, & Electrical Rooms	Red fire caulk	No	24	90 lin. ft.	ND	0
Recycling Room	Caulk (gray/white) - window & door frames, wall expansion joints	No	22	10 lin. ft.	ND	0
Recycling Room	Red fire caulk	No	24	25 lin. ft.	ND	0
Roof	Roof materials	Assume	—	9,800 ft²	ND	1

1. Condition of ACM:

ND = Not Damaged

D = Damaged

SD = Significantly Damaged

2. Hazard Category:

0 = No hazard - material does not contain asbestos

1 = ACM with potential for damage

2 = ACM with potential for significant damage

3 = Damaged or significantly damaged asbestos-containing miscellaneous material

4 = Damaged or significantly damaged friable asbestos-containing thermal system insulation

5 = Damaged or significantly damaged friable asbestos-containing surfacing material

Appendix B

Table II. Bulk Asbestos Analytical Results

Client: City of Ramsey
Location: 6401 Highway 10, Ramsey, MN 55303
Date of Inspection: November 10 & 11, 2016
Project: B1610732.00

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1A	Exterior	East Side	South End	Stucco (green, tan, orange, & red)	N.D. ²
1B	Exterior	North Side	Above Garages	Stucco (green, tan, orange, & red)	N.D.
1C	Exterior	West Side	North End	Stucco (green, tan, orange, & red)	N.D.
1D	Exterior	West Side	Middle	Stucco (green, tan, orange, & red)	N.D.
1E	Exterior	West Side	South End	Stucco (green, tan, orange, & red)	N.D.
2	Exterior	East Side	SE Corner	Brick & mortar	N.D.
3	Exterior	East Side	South End	Caulk (gray) - vertical wall expansion joints	N.D.
4	Exterior	East Side	South End	Caulk (tan) - horizontal wall expansion joints	N.D.
5	Exterior	East Side	North End	Caulk (brown) - window frames	N.D.
6	Exterior	West Side	North End	Caulk (tan/orange) - wall, window, & door frames	N.D.
7	Exterior	West Side	South End	Caulk (gray, tacky) - glass block window frames	N.D.
8	Exterior	South End	By Entrance	8" x 8" concrete block & mortar	N.D.
9	Kitchen	South End	By Door	Sheetrock/joint compound	N.D.
10	Kitchen	By-Drive Thru Window	At Floor	Caulk (gray, rubbery) - concrete floor expansion joints	N.D.
11	Kitchen	South End	At Ceiling	2' x 4' lay-in ceiling panels (white), sheetrock with vinyl cover	N.D.
12	Kitchen	East Side	At Ceiling	2' x 2' lay-in ceiling panels (red), sheetrock with vinyl cover	N.D.
13	Kitchen	South End	At Ceiling	2' x 2' lay-in ceiling panels (white), pocks & pinholes	N.D.
14	Kitchen	South End	At Wall End	Adhesive (tan) - behind fiberglass wall paneling	N.D.
15	Kitchen	South End	By Door	4" baseboard (gray) with adhesive (tan)	N.D.
16	Kitchen	South End	At Window	Glaze (black, rubbery) - on windows	N.D.
17	Dining Room	North Side	At Door	Epoxy flooring (green)	N.D.
18	Dining Room	North Side	At Floor	Epoxy flooring (gray)	N.D.

Table II. Bulk Asbestos Analytical Results

6401 Highway 10, Ramsey, MN 55303

B1610732.00

Page 2

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
19	Women's Bathroom	Middle	At Ceiling	2' x 2' lay-in ceiling panels (white), sheetrock with vinyl cover	N.D.
20	Walk-In Cooler	At South End	On HVAC Debris	Gasket (white, cloth) - HVAC gaskets	N.D.
21	Carwash	North End	At Door	Caulk (purple) - door frame	N.D.
22	Carwash	North End	At Window	Caulk (gray/white) - window & door frames, wall expansion joints	N.D.
23	Carwash	South End	Above Door Frame	Wall partition paneling (brown)	N.D.
24	West Storage Room	North Side	On Wall	Red fire caulk	N.D.

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S. EPA.

1. Asbestos content is indicated as an approximate percent by area.

2. N.D. = None Detected

Appendix C

Table III. Lead-Based Paint Testing Results

Client: City of Ramsey

Location: 6401 Highway 10, Ramsey, MN 55303

Date of Inspection: November 10 & 11, 2016

Project: B1610732.00

Sample I.D. No.	Room/Area	Component Description			Results	Paint Condition G = Good P = Peeling
1	Calibration	Surface			1.10	NA
2	Calibration	Buried			1.10	NA
3	Calibration	Surface			1.00	NA
6401 Highway 10, Ramsey, MN 55303						
4	Kitchen, Dining, & Sales Areas	Wall	Sheetrock	Red	0.00	G
5	Kitchen, Dining, & Sales Areas	Wall	Sheetrock	Orange	0.00	G
6	Kitchen, Dining, & Sales Areas	Window	Metal	Maroon	0.00	G
7	Kitchen, Dining, & Sales Areas	Window Sill	Metal	Maroon	0.00	G
8	Kitchen, Dining, & Sales Areas	Floor	Epoxy	Green	0.00	G
9	Kitchen, Dining, & Sales Areas	Floor	Epoxy	Gray	0.00	G
10	Kitchen, Dining, & Sales Areas	Column	Metal	Beige	0.00	G
11	Kitchen, Dining, & Sales Areas	Door	Metal	Maroon	0.00	G
12	Kitchen, Dining, & Sales Areas	Door Frame	Metal	Maroon	0.00	G
13	Kitchen, Dining, & Sales Areas	Truss	Metal	Yellow	0.00	G
14	Kitchen, Dining, & Sales Areas	Roof Deck	Metal	Yellow	0.00	G
15	Kitchen, Dining, & Sales Areas	HVAC Duct	Metal	Yellow	0.00	G
16	Offices	Wall	Sheetrock	White	0.00	G
17	Carwash	Wall	Concrete Block	White	0.00	G
18	Carwash	Door	Metal	White	0.00	G
19	Carwash	Door Frame	Metal	White	0.00	G
20	Carwash	Floor	Concrete	White	0.00	G
21	Carwash	Floor	Concrete	Gray	0.00	G
22	Carwash	Washer Posts	Metal	Gray	0.23	G
23	Carwash	Carwash Track	Metal	Brown	0.00	G
24	Carwash	Carwash Track	Metal	Orange	0.00	G
25	Carwash	Carwash Track	Metal	Yellow	0.00	G
26	Sprinkler, Garage, Storage, & Electrical Rms	Roof Deck	Concrete	Gray	0.00	G
27	Sprinkler, Garage, Storage, & Electrical Rms	Roof Hatch	Metal	Brown	0.00	G
28	Sprinkler, Garage, Storage, & Electrical Rms	Stair Stringer	Metal	Gray	0.00	G
29	Sprinkler, Garage, Storage, & Electrical Rms	Stair Railing	Metal	Gray	0.00	G
30	Exterior	Wall	Concrete Block	Tan	0.00	G
31	Exterior	Canopy Column	Metal	White	0.00	G
32	Exterior	Safety Bumpers	Metal	Yellow	0.00	G
33	Exterior	Curb	Concrete	Yellow	0.00	P
34	Exterior	Canopy Soffit	Metal	White	0.00	G
35	Calibration	Surface			1.10	NA
36	Calibration	Buried			1.10	NA
37	Calibration	Surface			1.00	NA

mg/cm² = milligrams of lead per square centimeter of paint

Appendix D

Bulk Asbestos Analysis Reports



EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351607999

Customer ID: BRAU50

Customer PO:

Project ID:

Attention: Rob Nordby
Braun Intertec
11001 Hampshire Avenue South
Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 11/11/2016 4:40 PM

Analysis Date: 11/16/2016

Collected Date: 11/11/2016

Project: ANOKA C-STORE/B1610732.00

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1A-Gray Layer 351607999-0001	EXTERIOR EAST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1A-Tan Layer 351607999-0001A	EXTERIOR EAST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Tan/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
<i>Inseparable paint / coating layer included in analysis</i>					
1B-Gray Layer 351607999-0002	EXTERIOR NORTH SIDE ABOVE GARAGES, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1B-Tan Layer 351607999-0002A	EXTERIOR NORTH SIDE ABOVE GARAGES, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1C-Gray Layer 351607999-0003	EXTERIOR WEST SIDE NORTH END, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1C-Tan Layer 351607999-0003A	EXTERIOR WEST SIDE NORTH END, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1D-Gray Layer 351607999-0004	EXTERIOR WEST SIDE MIDDLE, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1D-Tan Layer 351607999-0004A	EXTERIOR WEST SIDE MIDDLE, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1E-Gray Layer 351607999-0005	EXTERIOR WEST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1E-Tan Layer 351607999-0005A	EXTERIOR WEST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Brick 351607999-0006	EXTERIOR EAST SIDE SE CORNER, BRICK & MORTAR	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Mortar 351607999-0006A	EXTERIOR EAST SIDE SE CORNER, BRICK & MORTAR	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 11/16/2016 17:51:27



EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351607999
Customer ID: BRAU50
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3 351607999-0007	EXTERIOR EAST SIDE SOUTH END, CAULK (GRAY) - VERT. WALL EXP. JOINTS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 351607999-0008	EXTERIOR EAST SIDE SOUTH END, CAULK (TAN) - HORIZONTAL WALL EXP. JOINTS	Gray/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 351607999-0009	EXTERIOR EAST SIDE NORTH END, CAULK (BRN) - WINDOW FRAMES	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 351607999-0010	EXTERIOR WEST SIDE NORTH END, CAULK (TAN/ORANGE) - WALL/WIND./DOOR FRAMES	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 351607999-0011	EXTERIOR WEST SIDE NORTH END, CAULK (GRAY/TACKY) - GLASS BLOCK WIND. FRAMES	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 351607999-0012	EXTERIOR SOUTH END BY ENTRANCE, 8x8" CONCRETE BLOCKS & MORTAR	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 351607999-0013 <i>This is a composite result of sheetrock and jt. compound.</i>	KITCHEN SOUTH END BY DOOR, SR/JC	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
10 351607999-0014	KITCHEN BY DRIVE-THRU WIND. @ FLOOR, CAULK (GRAY, RUBBERY) - CON. FL. EXP. JOINTS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11 351607999-0015	KITCHEN SOUTH END @ CEILING, 2x4' LAY-IN C.P. (WHITE) SR W/ VINYL COVER	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
12 351607999-0016	KITCHEN EAST END @ CEILING, 2x2' LAY-IN C.P. (RED) SR W/ VINYL CORNER	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
13 351607999-0017	KITCHEN SOUTH END @ CEILING, 2x2' LAY-IN E.P. (WHITE), POCKS/PINHOLES	Gray/White Fibrous Heterogeneous	50% Cellulose 30% Glass	15% Perlite 5% Non-fibrous (Other)	None Detected
14 351607999-0018	KITCHEN SOUTH END @ WALL END, ADHESIVE (TAN) - BEHIND F.G. WALL PANELS	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 11/16/2016 17:51:27



EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351607999
Customer ID: BRAU50
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
15-Baseboard 351607999-0019	KITCHEN SOUTH END BY DOOR, 4" BASEBOARD (GRAY) W/ ADH. (TAN)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15-Mastic 351607999-0019A	KITCHEN SOUTH END BY DOOR, 4" BASEBOARD (GRAY) W/ ADH. (TAN)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16 351607999-0020	KITCHEN SOUTH END @ WIND., GLAZE (BLACK, RUBBERY) - ON WINDOWS	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17 351607999-0021	DINING ROOM NORTH SIDE @ FLOOR, EPOXY FLOORING (GREEN)	Gray/White/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18 351607999-0022	DINING ROOM NORTH SIDE @ FLOOR, EPOXY FLOORING (GRAY)	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19 351607999-0023	WOMENS BATHROOM MIDDLE @ CEILING, 2x2' LAY-IN C.P. (WHITE) SR W/ VINYL CORNER	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
20-Gasket 351607999-0024	WALK-IN COOLER @ SOUTH END ON HVAC DEBRIS, GASKET (WHITE CLOTH) - HVAC GASKETS	White Fibrous Homogeneous	100% Glass		None Detected
20-Caulk 351607999-0024A	WALK-IN COOLER @ SOUTH END ON HVAC DEBRIS, GASKET (WHITE CLOTH) - HVAC GASKETS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21 351607999-0025	CAR WASH NORTH END @ DOOR, CAULK (PURPLE) - DOOR FRAME	Purple Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
22 351607999-0026	CAR WASH NORTH END @ WIND., CAULK (GRAY/WHITE) - WIND./DOOR/WALL EXP. JOINTS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
23 351607999-0027	CAR WASH SOUTH END ABOVE DR. FRAME, WALL PARTITION PANELING (BROWN)	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
24 351607999-0028	W. STORAGE ROOM NORTH SIDE ON WALL, RED FIRE CAULK	Red Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected

Initial report from: 11/16/2016 17:51:27



EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 351607999

Customer ID: BRAU50

Customer PO:

Project ID:

Analyst(s) _____

Nicholas Asuncion (36)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Minneapolis, Mn NVLAP Lab Code 200019-0

Initial report from: 11/16/2016 17:51:27



EMSL ANALYTICAL, INC
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

7999

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company Name : Braun Intertec Corporation		EMSL Customer ID:	
Street: 11001 Hampshire Avenue South		City: Bloomington	State/Province: MN
Zip/Postal Code: 55438	Country: USA	Telephone #: 952.995.2424	Fax #: 952.995.2020
Report To (Name): Robert Nordby & Eric Bieniek		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: RNordby / EBieniek @braunintertec.com		Purchase Order:	
Project Name/Number: AYLKA C-STORE /B1610732.00		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: Minnesota		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different - If Bill to is Different note instructions in Comments** <i>Third Party Billing requires written authorization from third party</i>			

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide

PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	TEM- Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite* <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <small>*Can not accept New York State Loose Fill Vermiculite Samples</small> Other: <input checked="" type="checkbox"/> Point Count (400-non-grav) if <1%. Do not point count if None Detected.
---	--	--

Check For Positive Stop - Clearly Identify Homogenous Group Filter Pore Size (Air Samples): 0.8µm 0.45µm

Samplers Name: Eric Bieniek **Samplers Signature:** *[Signature]*

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1A-24	See Attached "Table II"	---	11/11/2016 A/P/M

Client Sample # (s): 1A - 24 **Total # of Samples:** 28

Relinquished (Client): *[Signature]* **Date:** 11/11/2016 **Time:** 4:40 PM

Received (Lab): *[Signature]* **Date:** 11/11/16 **Time:** 4:40

Comments/Special Instructions: Okay to send to other EMSL locations. Point count up to 5 samples; if >5 samples <1%, call for approval. Invoice: *[Signature]* (EG: EG@braunintertec.com) - same address.
JEN CROFT J CROFT



The Science You Build On.

7999

Table II. Bulk Asbestos Analytical Results

Client:

Location: 6401 HWY 10, ANOKA, MN

Date of Inspection: 10/11/16

Project: R1610732.00

Sample No.	Sample Location		Material	Asbestos Content (%) ¹
1A	EXTERIOR	EAST SIDE SOUTH END	STUCCO (BRN, TAN, ORANGE, RED)	
1B		NORTH SIDE ABOVE GARAGES		
1C		WEST SIDE NORTH END		
1D		MIDDLE		
1E		SOUTH END		
2		EAST SIDE SE CORNER	BRICK & MORTAR	
3		SOUTH END	CAULK (GRAY) - VERT. WALL EXP. JOINTS	
4			CAULK (TAN) - HORIZONTAL WALL EXP. JOINTS	
5		NORTH END	CAULK (BRN) - WINDOW FRAMES	
6		WEST SIDE	CAULK (TAN/ORANGE) - WALL/WIND./DOOR FRAMES	
7		SOUTH END	CAULK (GRAY/TACKY) - GLASS BLOCK WIND. FRAMES	
8		SOUTH END BY ENTRANCE	8x8" CONCRETE BLOCKS & MORTAR	
9	KITCHEN	SOUTH END BY DOOR	STR/JC	
10		BY DRIVE-THRU WALL @ FLOOR	CAULK (GRAY, RUBBERY) - CON. PL. EXP. JOINTS	
11		SOUTH END @ CEILING	2x4' LAY-IN C.P. (WHITE) SR w/ VINYL COVER	
12		EAST SIDE	2x2' LAY-IN C.P. (RED) SR w/ VINYL COVER	
13		SOUTH END	2x2' LAY-IN C.P. (WHITE), POLKS/PIM-DUES	
14			ADHESIVE (TAN) - BEHIND F.G. WALL PANELS	
15			4" BASEBOARD (GRAY) w/ ADM. (TAN)	
16			GATE (BLACK, RUBBERY) - ON WINDOWS	
17	DINING ROOM	NORTH SIDE @ DOOR	2x2' LAY-IN C.P. (WHITE) , EPOXY FLOORING (GREEN)	

Appendix E

Asbestos Inspector Certificate

Certificate No: 5LM11081603IR

Expiration Date: November 8, 2017

This is to certify that

Eric Bieniek

has attended and successfully completed an

**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)

conducted by

Lake States Environmental, Ltd.

Hudson, WI on November 8, 2016

Examination Date: November 8, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811



MDH ASBESTOS
INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 11/08/2017

Eric W Bieniek
2008 Juliet Ave
St Paul, MN 55105

SP/ken
Director, Env. Health Div.

No. A12781

Issued: 11/16/2016

Paul D. McNeill
Training Inspector

ATTACHMENT 5

UST Notification of Installation or Change in
Status Form, dated march 28, 2017,
prepared by Minnesota Pollution
Control Agency,
(Includes 3 pages).



Minnesota Pollution Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

UST Notification of Installation or Change in Status Form

Underground Storage Tanks (UST) Program

Installation, New Information, Closure, Tanks, Piping, Dispensers

Doc Type: Permitting Registration Form

Notify the Minnesota Pollution Control Agency (MPCA) **within 30 days after** bringing tank system into use or making a change in status or information. Keep a copy for your records. **Unsigned and incomplete forms will be returned.** Guidance on page 4. **Questions:** Call 651-757-2429 or 1-800-657-3864 during normal business hours.

Use this form for:

- Installation or replacement of tank, piping, or dispensers
- Change in information, such as site name, address, owner, or tank contents
- Change in tank status

MPCA Use Only	
Site #:	
County:	
Date rec'd:	

Ways to notify:

- Fax: 651-297-2343 or 651-205-4593, Attn: Joann Henry
- Mail: Attn: Joann Henry at above address
- E-mail: joann.henry@state.mn.us (form must be signed before scanning and e-mailing)

Site Information

Site name: Sunfish Express Site # (if known): 123312
 Address: 6401 W Hwy 10
 City: Ramsey State: MN Zip code: 55303 County: Anoka
 Contact name: Imats Pone (Rep for Owner) Phone: 512-363-6364

Is this site located on Native American lands? Yes No Is this the initial notification for this site? Yes No

Type of facility: Service station Government Education Industry/Factory Auto dealer Utility
 Bulk plant Resort Office building Other (specify): _____

Owner Information

Name: Sunfish Express
 Address: 6401 W Hwy 10
 City: Ramsey State: MN Zip code: 55303
 Contact name: Imats Pone (Rep for Owner) Phone: 512-363-6364

A. Action (Enter date [MM/DD/YYYY] of action under tank number)

	001	002	003	004
1. Tank number <i>See Guidance – page 4</i>				
2. Install new tank				
3. Install new piping				
4. Install new tank and piping				
5. Install new dispenser(s)				
6. Change site information				
7. Change owner information				
8. Change tank information				
9. Change piping, pump, or dispenser information				
10. Current tank status <i>See Guidance – page 4</i>	Status: Removed Date: 3/13/2017	Status: Removed Date: 3/13/2017	Status: Removed Date: 3/13/2017	Status: Removed Date: 3/13/2017
11. If tank has been removed, list tank sludge disposal company and Hazardous Waste Generator ID#	Edel Oil Service EPA-MND-985-742-774	Edel Oil Service EPA-MND-985-742-774	Edel Oil Service EPA-MND-985-742-774	Edel Oil Service EPA-MND-985-742-774

B. Tank Information

1. Tank number <i>See Guidance – page 4</i>	001	002	003	004
2. Capacity	Gallons: 20,000	Gallons: 10,000	Gallons: 10,000	Gallons: 10,000
3. Stored substance <i>See Guidance – page 4</i>	Type: Gasoline, E10 <i>Specify:</i>	Type: Gasoline, E10 <i>Specify:</i>	Type: Gasoline, E10 <i>Specify:</i>	Type: Diesel, Petroleum <i>Specify:</i>
4. Compartmental tank only <i>See Guidance – page 4</i>				
Compartment 1	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>
Compartment 2	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>
Compartment 3	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>	Gallons: Type: <i>Specify:</i>
5. Special use (check either or both if applicable)	<input type="checkbox"/> Heating <input type="checkbox"/> Generator fuel	<input type="checkbox"/> Heating <input type="checkbox"/> Generator fuel	<input type="checkbox"/> Heating <input type="checkbox"/> Generator fuel	<input type="checkbox"/> Heating <input type="checkbox"/> Generator fuel
6. Tank type <i>See Guidance – page 4</i>	Type: Fiberglass, DW <i>Specify:</i>	Type: Fiberglass, DW <i>Specify:</i>	Type: Fiberglass, DW <i>Specify:</i>	Type: Fiberglass, DW <i>Specify:</i>
7. Tank corrosion protection <i>See Guidance – page 4</i>				
8. Fill pipe spill containment (spill bucket)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Overfill prevention type <i>See Guidance – page 4</i>				
10. Stage 1 vapor recovery for gasoline tanks	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Primary method of tank release detection <i>See Guidance – page 4</i>				

C. Piping, Pump, and Dispenser Information:

1. Tank number <i>See Guidance – page 4</i>	001	002	003	004
2. Piping type <i>See Guidance – page 4</i>	Type: Flex nonmetallic, DW <i>Specify:</i>	Type: Flex nonmetallic, DW <i>Specify:</i>	Type: Flex nonmetallic, DW <i>Specify:</i>	Type: Flex nonmetallic, DW <i>Specify:</i>
3. Piping corrosion protection <i>See Guidance – page 4</i>				
4. Primary method of piping release detection <i>See Guidance – page 4</i>				
5. Dispensing type <i>See Guidance – page 4</i>				
6. Submersible pump containment <i>See Guidance – page 4</i>	Type: <i>Specify:</i>	Type: <i>Specify:</i>	Type: <i>Specify:</i>	Type: <i>Specify:</i>
7. How many dispensers serve this tank?				
8. Dispenser containment <i>See Guidance – page 4</i>	Type: <i>Specify:</i>	Type: <i>Specify:</i>	Type: <i>Specify:</i>	Type: <i>Specify:</i>

Comments:

Certification:

Tank Owner

I certify that the information submitted is accurate and complete to the best of my knowledge; that installation of tanks, piping, and dispensers is according to Minn. R. ch. 7150.0100 and 7150.0205, including secondary containment of new and replacement tanks, piping, and dispensers; and that all tanks and piping have release detection according to Minn. R. ch. 7150.0300 to 7150.0340. (For owners purchasing tanks after March 1, 2008, only) I certify that all tank operators, including lessees, have read this chapter and have sufficient knowledge in the operation and maintenance of underground storage tank systems.

Name of owner or owner's authorized representative (print): _____

Title: _____ Date: _____

Signature: _____

Tank Contractor

I certify that all work was performed as specified by the manufacturer's instructions; that all work was performed according to the applicable codes of practice in Minn. R. ch. 7150.0205; that all work was performed according to applicable state and federal regulations, including this chapter; and that I am in compliance with contractor certification requirements imposed by Minn. R. ch. 7105.

Licensed tank supervisor on site during tank work (print): Ryan Smith

Title: Petroleum Installer Date: 3/28/17

Signature:  MPCA Supervisor #: 1165

Licensed Tank contractor or authorized representative (print): Pump & Meter Service, Inc. Cheryl Hein

Title: Construction Coordinator Date: 3/28/17

Signature:  MPCA Contractor #: 607

Site Assessor/Sampler

Minn. R. ch. 7150.0420 requires a site assessment be conducted at the removal of regulated USTs, at the closure in place of regulated USTs, and if the product stored in the UST is changed from a regulated to non-regulated substance. Please complete the following information to identify who conducted the site assessment. **State Duty Officer: 1-800-422-0798 or 651-649-5451.**

Print name: Imants Pone Title: Project Scientist

Date: 3-29-17

Company name: Braun Intertec Corporation

Mailing address: 11001 Hampshire Avenue S.

City: Minneapolis State: MN Zip code: 55438

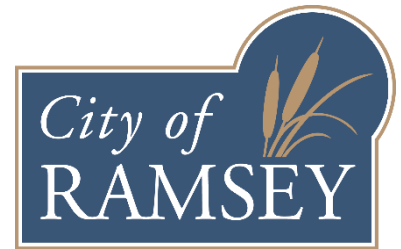
Contact name: 952-995-2665 E-mail address: ipone@braunintertec.com

ATTACHMENT 6

City of Ramsey Demolition Procedure and
Permit Application
(Includes 3 pages)

DEMOLITION PROCEDURE

7550 Sunwood Drive NW
Ramsey, Minnesota 55303
City Hall: 763-427-1410
Building and Inspections: 763-433-9850
Fax: 763-433-9848
www.cityoframsey.com/permits
permits@cityoframsey.com



Demolition Procedure

Documents Required

- Permit Application – Form Provided by the City
- City License required for commercial projects- form provided by the City
- Site Plan, Identifying the Structures to be removed/demolished
- MPCA Notice of Intent to Perform a Demolition, evidence of filing with the MPCA
- Septic Tank/System Abandonment, if applicable – MPCA Form Provided by the City
- Copy of Asbestos Survey
- Well Capped/Sealed Documentation
- Underground Fuel Storage Tank Abandonment, if applicable

Inspections Required

- PLEASE NOTE: The Minnesota Pollution Control Agency (MPCA) requires a 10-day waiting period from the date of submittal of Notice of Intent to Perform Demolition to the MPCA before any demolition can occur.
- Site Inspection: Performed by Building Inspector, to verify utilities have been disconnected, and job site safety.
- Site Inspection: Performed by Engineering Inspector, to verify erosion control has been established in the areas identified by engineering staff.
- Final Inspection: Performed by Building Inspector, to verify all debris removed from site.
- Final Inspection: Performed by Engineering Inspector, to verify final grade and final erosion control measures.

Fees

- Permit Fee \$103.00
- Erosion Control Escrow \$1,500.00

Permanent Erosion Control Establishment

- The site must be restored per stormwater with permanent vegetation. Please connect with the City's Engineering Division for current requirements.

PERMIT APPLICATION

7550 Sunwood Drive NW
 Ramsey, Minnesota 55303
 City Hall: 763-427-1410
 Building and Inspections: 763-433-9850
 Fax: 763-433-9848
www.cityoframsey.com/permits
permits@cityoframsey.com



Permit #:

<input type="checkbox"/> Building	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Heating/Mechanical	<input type="checkbox"/> Zoning
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Private Septic	<input type="checkbox"/> Grading	<input type="checkbox"/> Sign

Site Information

Site Address			
PID #		Year Built	
Legal Description			

Contractor Information

Contractor			
Address		City, State ZIP	
Phone		Email	
State License #		Lead Cert. # & Date	

Owner Information

Owner	City of Ramsey		
Address	7550 Sunwood Drive	City, State ZIP	Ramsey, MN 55303
Phone	763-427-1410	Email	pbrama@cityoframsey.com

Contact	Patrick Brama	Contact Phone	763-433-9668
----------------	---------------	----------------------	--------------

Description of Work	Demolition of existing buildings, parking lot, concrete sidewalks, and other site improvements.

Valuation (including labor): _____

Does this plan qualify for SS1300.0160 _____ Yes _____ No If yes, the master plan number is _____

The undersigned acknowledges that he/she has read this application and the above information is correct and accurate. Applicant also understands by signing this application that he/she could be held responsible as representative of this project for any violation of compliance with all applicable laws and ordinances of the City of Ramsey.

Signature of Applicant or Authorized Agent

Date

Notice: This is an application only. Permit will be issued after City approval and payment of fees

Building Permit Number _____

BUILDING PERMIT APPLICANT: PROPERTY OWNER

I understand that the State of Minnesota requires that all residential building contractors, remodelers and roofers obtain a state license unless they qualify for a specific exemption from the licensing requirements. By signing this document, I attest to the fact that I am the property owner and I am performing this work myself. I hereby claim to be exempt from the state licensing requirements because I am not in the business of building on speculation or for resale and that the house for which I am applying for this permit, located at:

Address _____

This is the first residential structure I have built or improved in the past 24 months. I also acknowledge that because I do not have a state license, I forfeit any mechanic's lien rights to which I may otherwise have been entitled under Minnesota Statute 514.01.

Furthermore, I acknowledge that I may be hiring independent contractors to perform certain aspects of the construction or improvement of this house, and I understand that some of these contractors may be required to be licensed by the State of Minnesota (or the City of Ramsey). I understand that unlicensed residential contracting; remodeling, and/or roofing activity is a misdemeanor under Minnesota Statutes 326B.845 Sub. Div. 1 and 2, and that I would forfeit my rights to reimbursement from the Contractor's Recovery Fund in the event that any contractors I hire are unlicensed.

I also acknowledge that by signing for the permit, I am solely and personally responsible for any violations of the state building code and/or city ordinance in connection with the work performed on this property.

Signature of Property Owner

Date

To determine whether a particular contractor is required to be licensed, or to check on licensing status of individual contractors, please call the Minnesota Department of Labor And Industry, Enforcement Division, at 651-284-5065, or toll-free at 1-800-657-3944 or the City of Ramsey at (763) 433-9850. You can also check for licensure at <https://secure.doli.state.mn.us/lookup/licensing.aspx>

*****FOR OFFICE USE ONLY*****

Engineering		Date		Construction Type	
Planning		Date		Occupancy Classification	
Building		Date		Special Conditions	
Septic		Date		Environmental	
Fire		Date		Total	

ATTACHMENT 7

City of Ramsey Application for
Contractor's License
(Includes 4 pages)

**CITY OF RAMSEY
APPLICATION FOR CONTRACTOR'S LICENSE
2016**

1) FULL Name of Business: _____

2) List ALL types of Contracting: _____

3) Business Address: _____
(Street, Box, Route) (City) (State) (ZIP)

4) Business Phone Number(s): _____
(Office) (Fax) (Cell)

5) **Business Email Address:** _____

5) Applicant: _____
(Last Name) (First Name) (Middle Name)

6) Applicant's Position with Company: _____

7) Applicant's Address: _____
(Street, Box, Route) (City) (State) (ZIP)

8) Other communities where licenses are held or work has been performed:

9) Have you been licensed in the City of Ramsey before? Yes:____ No:____

10) Do you reside in Ramsey and have your home as a base for your business? Yes:_____ No:_____

If yes, what is the present zoning of the property? _____

If you reside within the city limits of Ramsey and your principal place of business is at your home, you may be subject to certain zoning regulations and you may have to apply for a conditional use permit.

11) Number of employees: _____.

12) In order to be approved for a contractor's license in the city of Ramsey, you must provide the following:

- Public liability insurance certificate of \$100,000 per person, \$300,000 per accident for bodily injury, and \$100,000 for property damage.
- Certificate of Workers' Compensation insurance, if applicable.
- A COPY of any State Issued Bond(s), if applicable.
- \$50 license fee.

This license will expire on December 31, 2016. No permits or inspections will be issued until your license is current.

Return this completed application along with \$50.00 License Fee to:

**City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303**

**Fax: 763-433-9848
Phone: 763-433-9833
Email: khauan@ci.ramsey.mn.us**

Make check payable to the "City of Ramsey".

13) Please fill out **COMPLETELY** the attached forms that are required for the Minnesota Department of Revenue and Department of Labor and Industry. Some of this information may be repetitive, but it is required by Minnesota Statute Sections 270.72 and 176.182. Applications will not be accepted until these forms are filled out completely.

14) The undersigned applicant makes this application pursuant to all the laws of the City of Ramsey, Anoka County, State of Minnesota and such rules and regulations as the City Council of the City of Ramsey may from time to time prescribe.

Applicant's Signature: _____

Date: _____

This license will take effect as early as January 1, 2016 and will expire on December 31, 2016. The license fee of \$50.00 must be paid at the time of application.

DO NOT WRITE BELOW THIS LINE - FOR CITY USE ONLY

Received on _____

Receipt # _____

Approved on _____

Zoning Approval _____

Comments:

Form SP:CI
LICENSE APPLICANT:

Pursuant to Minnesota Statute 270.72 Tax Clearance; Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security Number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal, or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest.
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service.
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. **DO NOT RETURN TO THE DEPARTMENT OF REVENUE.**

License being applied for or renewed: Contractor
Licensing Authority: City of Ramsey
(Name of City, County, or State Agency issuing License)
License Renewal Date: January 1, 2016

PERSONAL INFORMATION (if applicable):

Applicant's Name: _____

Applicant's Address: _____

City State ZIP

Social Security Number: _____

BUSINESS INFORMATION (if applicable):

Business Name: _____

Business Address: _____

City State ZIP

Minnesota Tax Identification No.: _____

Federal Tax Identification No.: _____

If a Minnesota Tax Identification number is not required, please explain on the reverse side.

Signature Position (Officer, Partner, etc.) Date

ATTACHMENT 8

MPCA Notice of Intent to Perform a
Demolition
(Includes 2 pages).



Notification of Intent to Perform a Demolition

Asbestos Program

Doc Type: Asbestos & Demolition/Amendments

Type of notification: Original Amended Project cancellation

Notification must be postmarked or received ten (10) working days before demolition begins. See Item 5 for emergency demolitions. Both start and end dates should be amended in writing as necessary to reflect current project dates.

Demolition Contractor

Name: _____

Address: _____

City, State, Zip: _____

Phone number: _____

Contact name: _____

Phone number: _____

Building Information

Building name: _____

Address/Location: _____

City, State, Zip: _____

County: _____

Phone number: _____

Age of bldg (yrs): _____ Size of bldg (sq ft): _____

Number of floors, including basement level(s): _____

Present use of bldg: _____

Prior use of bldg: _____

Building Owner

Name: _____

Address: _____

City, State, Zip: _____

Phone number: _____

Contact name: _____

Phone number: _____

Dates of demolition or intentional burning:

Start date: _____ End date: _____
mm/dd/yy mm/dd/yy

Note: If there is >260 linear feet or >160 square feet of Regulated Asbestos-Containing Material (RACM) in the building to be demolished, it must be removed by a licensed asbestos contractor prior to demolition. The State of MN-Notice of Intent to Perform an Asbestos Abatement Project <http://www.pca.state.mn.us/publications/w-sw4-06.doc> must be used to notify for the asbestos removal.

Is nonfriable ACM present in the structure to be demolished? Yes No

Will nonfriable ACM be present in the structure at the time of demolition? Yes No

If **Yes** to both questions above, complete Items 1-9. If **No** to either question, complete Items 3-9.

1. If ACM will be left in place for the demolition indicate the amount of Category I and/or Category II nonfriable ACM left in place.

Category I: _____ Linear feet
 _____ Square feet
 _____ Cubic feet

Category I nonfriable ACM means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos.

Category I nonfriable ACM is not allowed to remain in place for demolition if it is in poor condition.

Category II: _____ Linear feet
 _____ Square feet
 _____ Cubic feet

Category II nonfriable ACM means any material, excluding Category I nonfriable ACM, containing more than one percent Asbestos that, when dry, cannot be crumbled, pulverized, or reduced to a powder by hand pressure.

Category II nonfriable ACM is not allowed to remain in place for demolition if it has a high probability of becoming crumbled, pulverized, or reduced to a powder during demolition, transport, or disposal (e.g., transite, cement, slate roofing).

2. Description and location of ACM remaining in place (including number of floors and rooms):

3. Company and/or individual that conducted the building inspection and the procedure used to determine the presence or absence of ACM (including analytic method): (Note: Prior to demolition all structures must be inspected by a licensed asbestos inspector who has been certified through the Minnesota Department of Health.)

4. Description of planned demolition and the specific method(s) that will be used:

5. If the demolition was ordered by a government agency, please identify the agency and attach a copy of the order:

Name: _____ Title: _____

Authority: _____

Date of order (mm/dd/yy): _____ Start date (mm/dd/yy): _____

Notification for an emergency demolition must be submitted as early as possible before demolition begins, but not later than the following working day. A demolition is considered an emergency **only** when the facility has been deemed structurally unsound and in danger of imminent collapse. If the structurally unsound building is known to contain any regulated ACM or is suspected to contain any regulated ACM, special procedures **must** be followed. If you are unaware of the special procedures, instructions/ regulations can be obtained by contacting the Minnesota Pollution Control Agency (MPCA) at the address or phone number listed below.

6. Description of procedure to be followed in the event that unexpected RACM is found or Category II nonfriable ACM becomes crumbled, pulverized or reduced to powder:

7. Demolition waste transporter(s) information:

Transporter name: _____

Contact name: _____

Tranporter address: _____

City, State, Zip: _____

Phone number: _____

8. Demolition waste disposal information: *see below for more information

Landfill name: _____

Owner/Operator: _____

Address/Location: _____

City, State, Zip: _____

Phone number: _____

9. I certify that the above information is correct and I am a bonafide representative of the demolition contractor or building owner and have authority to enter into agreements for my employer.

Print name: _____ Title: _____

Signature: _____ Date: _____

Important Note:

Ensure you are in compliance with Minn. R. 7035.0805 prior to the commencement of renovation/demolition.

This rule requires that the following items be removed two days prior to demolition: mixed municipal solid waste; household hazardous waste; industrial or hazardous waste; waste tires; major appliances; items containing elemental mercury, Poly-Chlorinated BiPhenyls (PCBs), and chlorofluorocarbons (CFCs); oil; lead; electronics; and other prohibited items. See MPCA website at <http://www.pca.state.mn.us/publications/w-sw4-20.pdf> for a Pre-Renovation/Demolition Environmental Checklist Guidance Document to assist with completion of this rule.

*Demolition waste must be disposed of at a permitted solid waste facility. For other disposal option please contact the regional MPCA solid waste compliance/enforcement staff with any questions.

Submit to: Minnesota Pollution Control Agency
Industrial Division – Asbestos Program
520 Lafayette Road North
St. Paul, MN 55155-4194

Questions call: 651-296-6300 or 1-800-657-3864
Fax: 651-297-1438

E-mail: asbestos.demolition.pca@state.mn.us

ATTACHMENT 9

Construction Plans
(Includes 5 sheets)

SUNFISH LAKE GAS STATION DEMOLITION PROJECT

PLANS FOR DEMOLITION AND REMOVAL OF BUILDINGS, BITUMINOUS PAVEMENT, CONCRETE CURB & GUTTER, CONCRETE SIDEWALK, AND OTHER SITE IMPROVEMENTS

CITY OF RAMSEY, MINNESOTA

GOVERNING SPECIFICATIONS

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

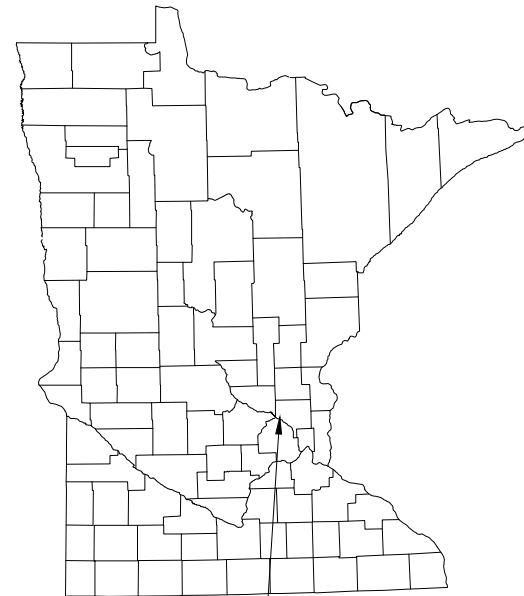
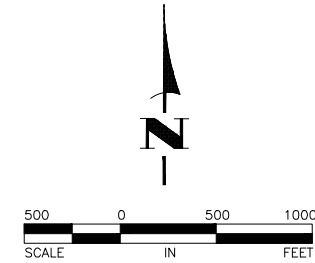
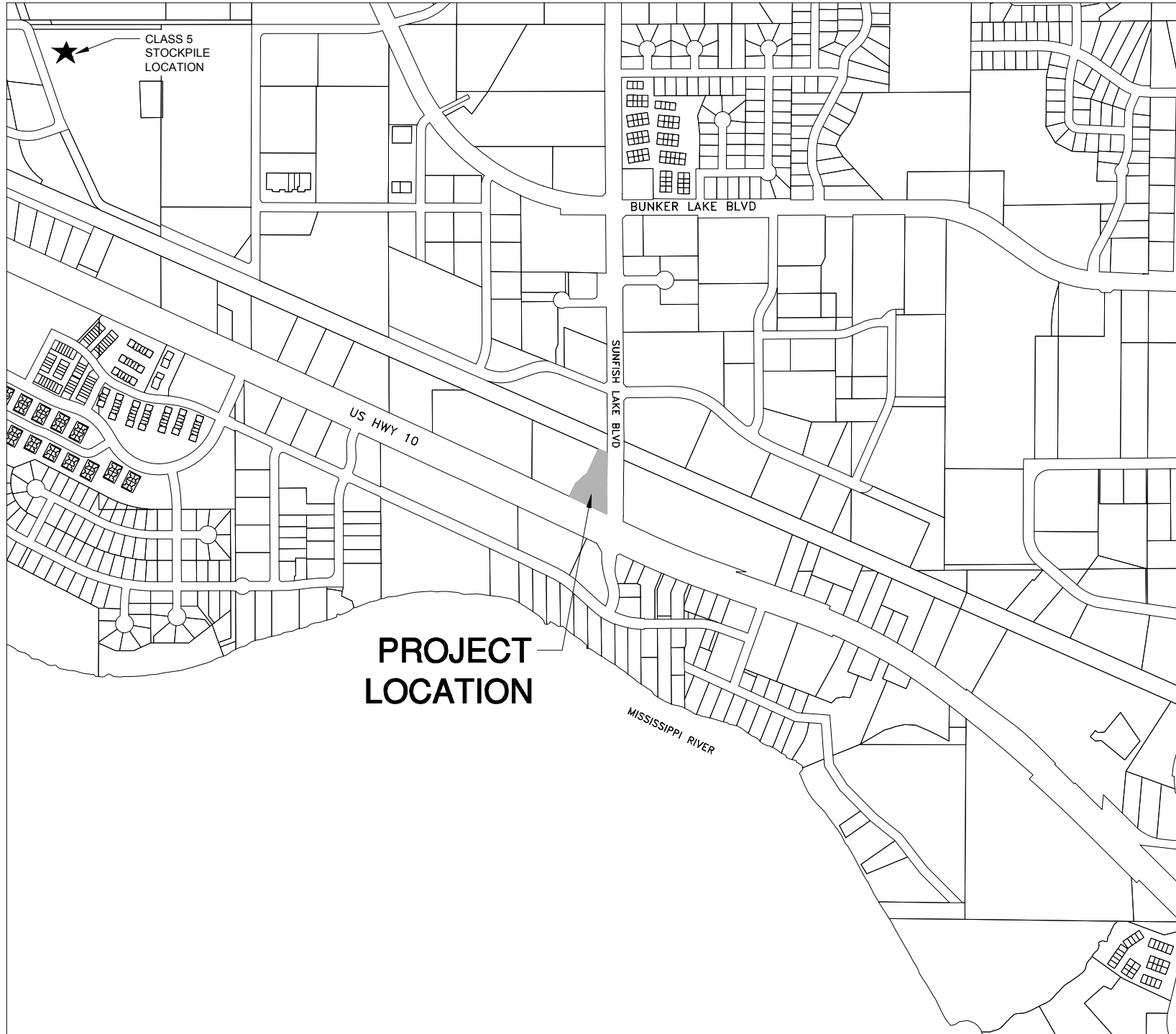
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL REQUIREMENTS OF THE PROJECT MANUAL FOR THE SUNFISH LAKE GAS STATION DEMOLITION PROJECT.

SHEET INDEX

THIS PLAN CONTAINS 5 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE
2	EXISTING CONDITIONS & REMOVALS PLAN
3	EROSION CONTROL PLAN
4	RESTORATION PLAN
5	TRAFFIC CONTROL PLAN



CITY OF RAMSEY,
ANOKA COUNTY,
MINNESOTA

**PROJECT
LOCATION**

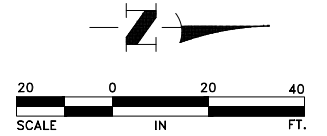
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Shane Nelson 43381 DATE 8/25/17
SHANE NELSON, P.E. LIC. NO.
HAKANSON ANDERSON
DESIGN ENGINEER

DATE	REVISION
9/11/17	CITY COMMENTS
9/21/17	CITY COMMENTS

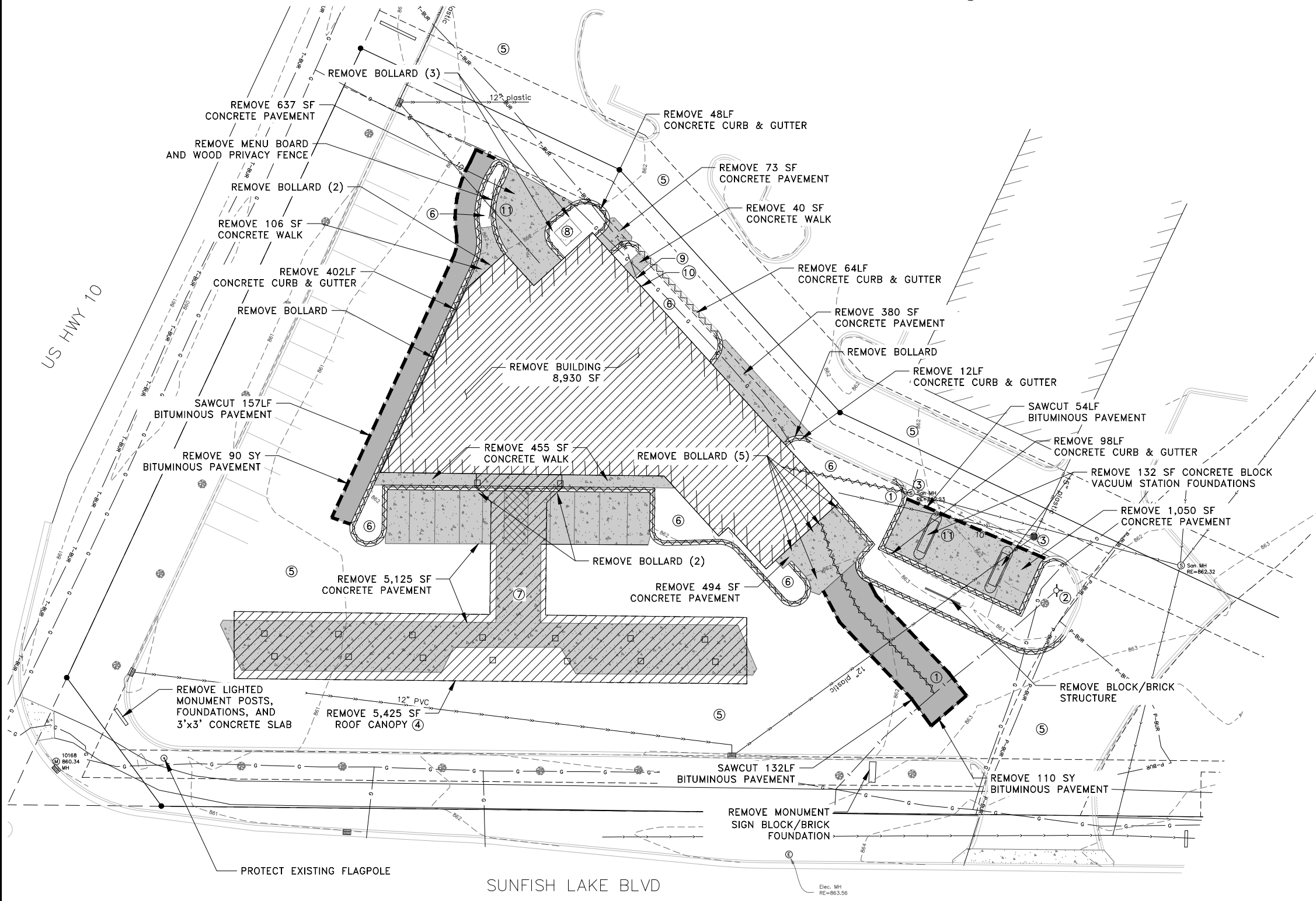
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

- REFERENCE NOTES:
- ① REMOVE WATER & SEWER SERVICES TO MAIN (MANHOLE).
 - ② PROTECT EXISTING HYDRANT TO REMAIN.
 - ③ PROTECT EXISTING MANHOLE TO REMAIN.
 - ④ REMOVAL OF ROOF CANOPY SHALL INCLUDE ALL SUPPORT COLUMNS AND FOOTINGS.
 - ⑤ PROTECT EXISTING PAVEMENT TO REMAIN.
 - ⑥ REMOVE TREES, BUSHES, ROCKS, AND OTHER LANDSCAPING.
 - ⑦ REMOVE ALL CONDUIT AND WIRE FROM BUILDING TO PUMP BAYS.
 - ⑧ REMOVE CONCRETE PAD. COORDINATE REMOVAL OF ELECTRIC TRANSFORMER WITH UTILITY OWNER.
 - ⑨ COORDINATE REMOVAL OF COMMUNICATION PEDESTAL WITH UTILITY OWNER.
 - ⑩ COORDINATE REMOVAL OF GAS METER AND PIPING WITH UTILITY OWNER.
 - ⑪ CAP STORM SEWER.



LEGEND

- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE PAVEMENT
- REMOVE BUILDING
- REMOVE CURB / UTILITY
- FULL DEPTH SAWCUT
- EXISTING CONTOUR
- ROOF/CANOPY COLUMNS
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER



- GENERAL NOTES:
1. CONTRACTOR SHALL SECURE ALL FEDERAL, STATE, AND LOCAL PERMITS FOR THE PROJECT PRIOR TO COMMENCING DEMOLITION WORK.
 2. CONTRACTOR MUST OBTAIN A CONTRACTORS LICENSE FROM THE CITY OF RAMSEY.
 3. CONTRACTOR SHALL COMPLETELY REMOVE STRUCTURES NOTED ON PLANS AND DISPOSE OF OFF-SITE ACCORDING TO FEDERAL, STATE, AND LOCAL REGULATIONS.
 4. CONTRACTOR SHALL STAGE REMOVALS TO MINIMIZE VEHICLE TRACKING OFF-SITE BY LEAVING PAVEMENTS IN PLACE UNTIL BUILDING DEMOLITION AND REMOVAL IS COMPLETE.
 5. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING PAVEMENT AND CURB NOT NOTED FOR REMOVAL.
 6. ALL DEMOLISHED MATERIALS MUST BE REMOVED FROM THE SITE. ON-SITE CRUSHING IS NOT ALLOWED.
 7. CONTRACTOR SHALL REMOVE ALL INTERIOR BUILDING COMPONENTS, LOOSE MATERIALS, AND GARBAGE.
 8. QUANTITIES SHOWN ARE FOR CONTRACTORS INFORMATION ONLY AND DO NOT REPRESENT SEPARATE PAY ITEMS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES AND DIMENSIONS FOR ITEMS INCLUDED IN "BUILDING DEMOLITION AND REMOVAL" LUMP SUM BID ITEM.

Sep 22, 2017 - 11:14am
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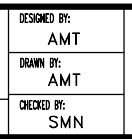
DATE	REVISION
9/11/17	CITY COMMENTS
9/21/17	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Shane Nelson
 SHANE M. NELSON, P.E.
 Lic. No. 43381

Date 8/21/17

DESIGNED BY: AMT
 DRAWN BY: AMT
 CHECKED BY: SMN

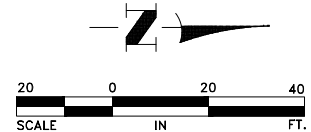


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SUNFISH LAKE GAS STATION
 DEMOLITION PROJECT

REMOVALS PLAN
 CITY OF RAMSEY, MN

SHEET 2
 OF 5 SHEETS

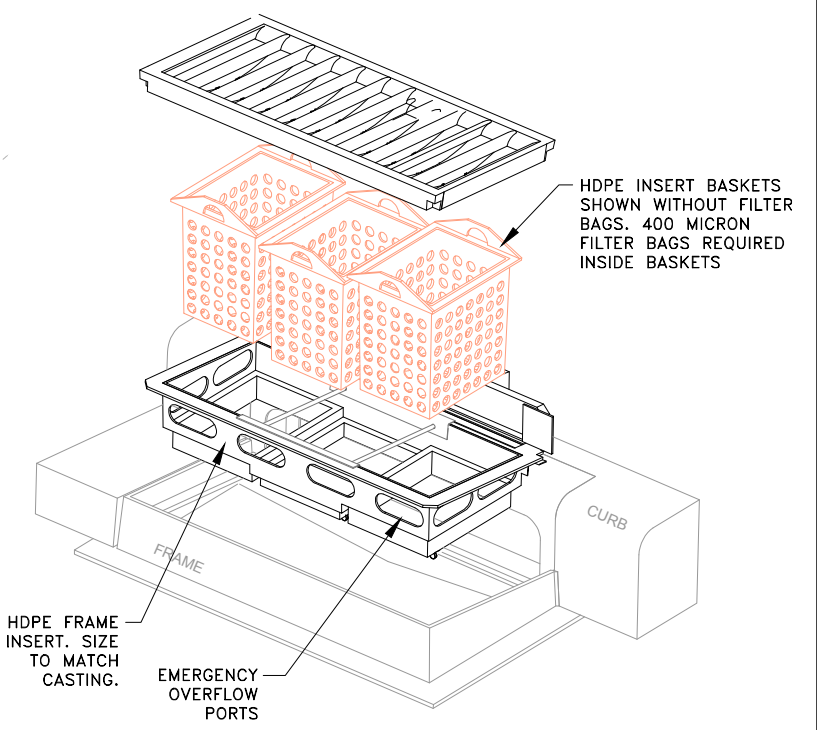
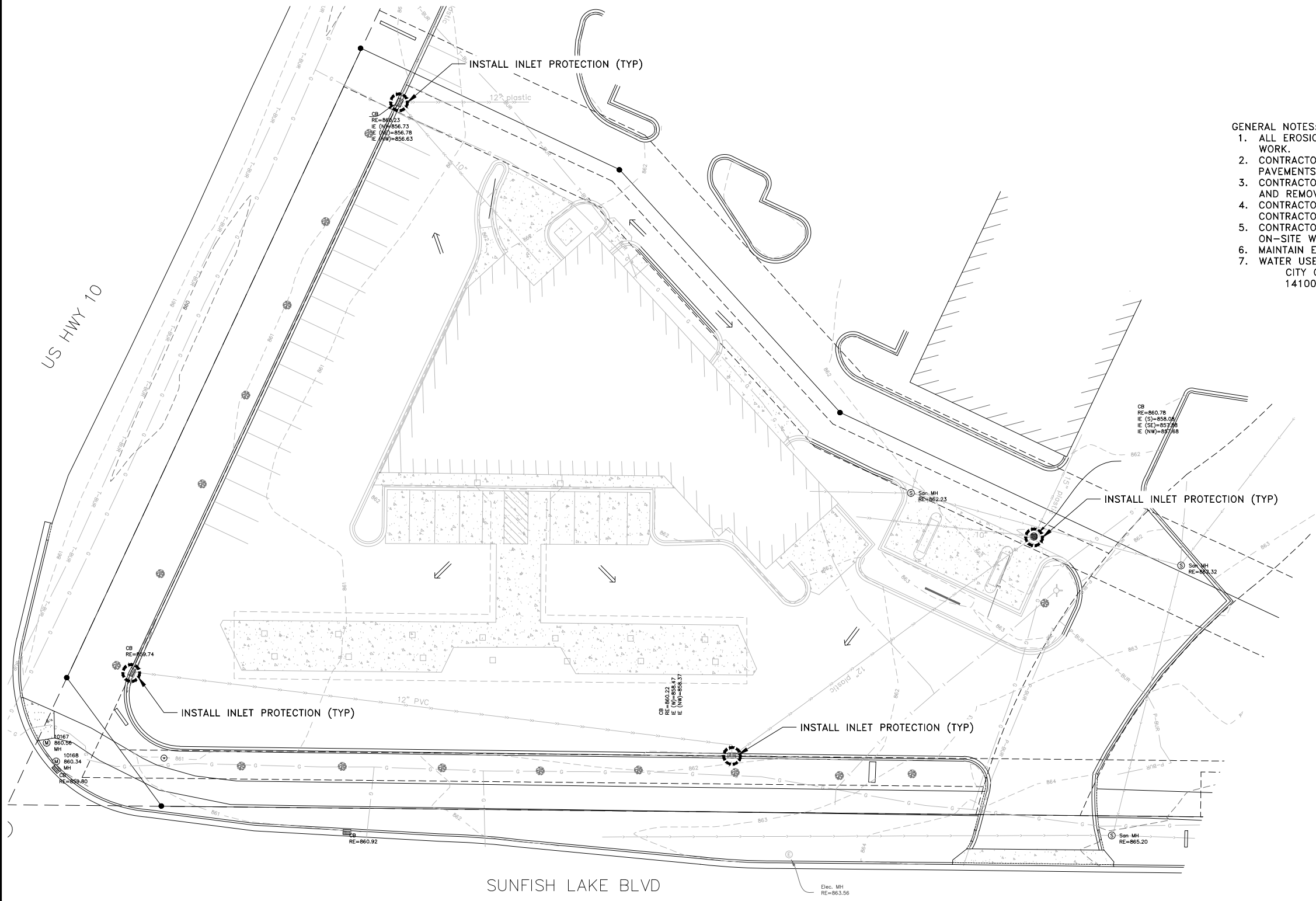


LEGEND

- 885--- EXISTING CONTOUR
- ⊗ INLET PROTECTION
- ⇒ DRAINAGE ARROW

GENERAL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL STAGE REMOVALS TO MINIMIZE VEHICLE TRACKING OFF-SITE BY LEAVING PAVEMENTS IN PLACE UNTIL BUILDING DEMO AND REMOVAL IS COMPLETE.
3. CONTRACTOR SHALL UTILIZE WATER FOR DUST CONTROL AS NECESSARY DURING ALL DEMOLITION AND REMOVAL ACTIVITIES. WATER FOR DUST CONTROL SHALL BE INCIDENTAL.
4. CONTRACTOR SHALL KEEP NEIGHBORING PAVEMENT AND STREETS CLEAN OF DIRT AND DEBRIS. CONTRACTOR SHALL SWEEP PAVEMENT DAILY.
5. CONTRACTOR MUST HAVE A PICK-UP SWEEPER ON-SITE OR HAVE THE ABILITY TO HAVE ONE ON-SITE WITHIN 3 HOURS.
6. MAINTAIN EROSION CONTROL MEASURES UNTIL SITE HAS BEEN RESTORED.
7. WATER USED FOR DUST CONTROL MAY BE OBTAINED FROM:
CITY OF RAMSEY PUBLIC WORKS
14100 JASPER STREET



INLET PROTECTION
NO SCALE

Sep 12, 2017 - 4:52pm
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DATE	REVISION
9/11/17	CITY COMMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Shane Nelson
SHANE M. NELSON, P.E.
Date 8/25/17 Lic. No. 43381

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: SMN

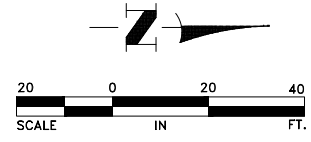


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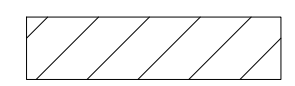
**SUNFISH LAKE GAS STATION
DEMOLITION PROJECT**

EROSION CONTROL PLAN
CITY OF RAMSEY, MN

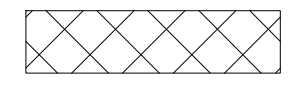
SHEET 3
OF 5 SHEETS
RA955



LEGEND



UPON REMOVAL OF BUILDING AND FOUNDATIONS, GRADE SUBGRADE TO 9" BELOW ADJACENT PAVEMENT. EXCESS SUITABLE SUBGRADE MATERIAL SHALL BE GRADED TOWARDS CENTER OF EXCAVATION AND COMPACTED TO 100% STANDARD PROCTOR DENSITY. PLACE 6" CLASS V GRAVEL OVER PREPARED SUBGRADE AND COMPACT TO 100% STANDARD PROCTOR.



PROVIDE 10' TRANSITION "RAMP" FROM EDGE OF EXISTING PAVEMENTS USING CLASS V GRAVEL. PLACE 9" OF COMPACTED CLASS V GRAVEL OVER COMPACTED SUBGRADE IN AREA OF FUEL ISLANDS AND CONCRETE PAVEMENT EAST OF BUILDING EXCAVATION.

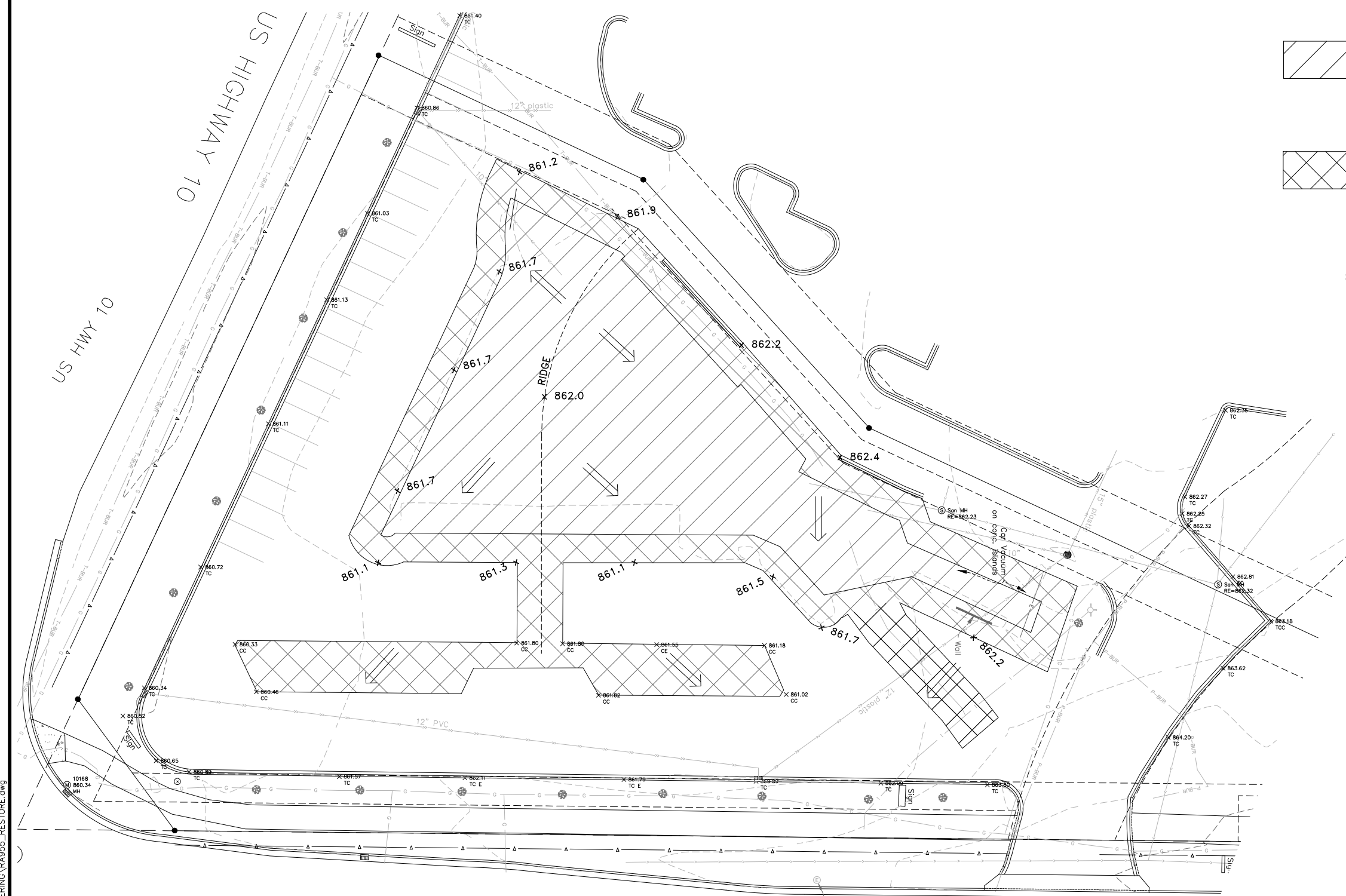
x 862.0

PROPOSED ELEVATION

x 861.02
CC

EXISTING SPOT ELEVATION

NOTE: CONTRACTOR MUST LOAD AND HAUL AGGREGATE SURFACING CLASS 5 MODIFIED MATERIAL FROM CITY-OWNED STOCKPILE LOCATED IN THE SOUTHEAST QUADRANT OF 143RD AVENUE AND JASPER STREET AS SHOWN ON TITLE SHEET.



SUNFISH LAKE BLVD
SUNFISH LAKE BOULEVARD NW

Sep 22, 2017 - 11:15am
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DATE	REVISION
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9/21/17	CITY COMMENTS

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Shane Nelson
SHANE M. NELSON, P.E.
Date 8/25/17 Lic. No. 43381

DESIGNED BY:
AMT
DRAWN BY:
AMT
CHECKED BY:
SMN

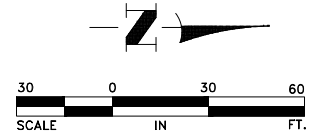


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SUNFISH LAKE GAS STATION
DEMOLITION PLAN

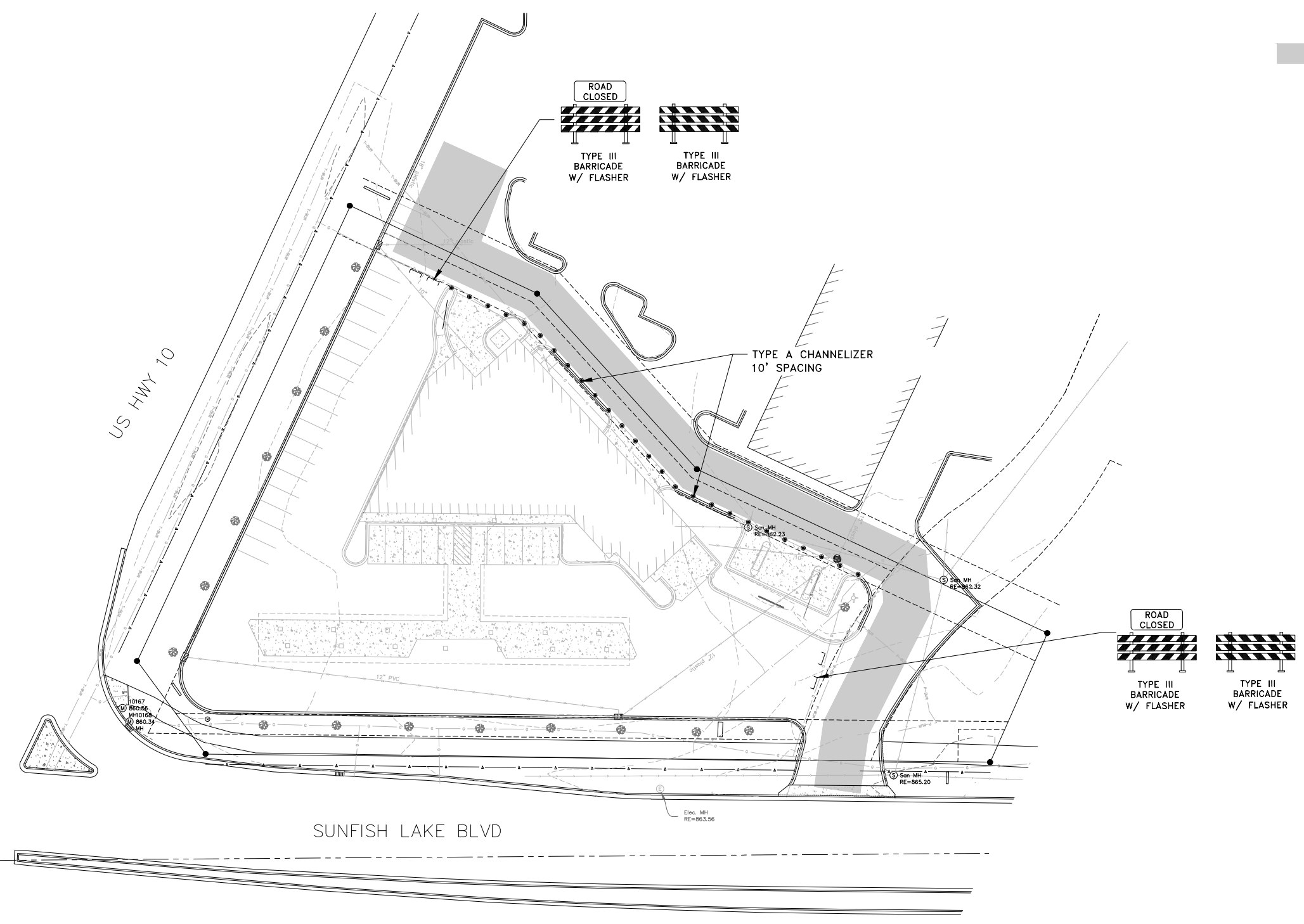
RESTORATION PLAN
CITY OF RAMSEY, MN

SHEET 4 OF 5 SHEETS



LEGEND

- LOCAL ACCESS TO BE MAINTAINED AT ALL TIMES. DO NOT RESTRICT LANES.
- TYPE A CHANNELIZER



Sep 12, 2017 - 4:53pm
 K:\MUNICIPAL\RA955\ENGINEERING\RA955_RESTORE.dwg

DATE	REVISION

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 SHANE M. NELSON, P.E.
 Date 9/11/17 Lic. No. 43381

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**SUNFISH LAKE GAS STATION
 DEMOLITION PROJECT**

TRAFFIC CONTROL PLAN
 CITY OF RAMSEY, MN

SHEET 5
 OF 5
 SHEETS