

M. A. MORTENSON COMPANY SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT ("Agreement") is entered into effective June 15, 2021 by and between M. A. Mortenson Company ("**Mortenson**") and Ramsey Companies 8297 Brooklyn Blvd ("**Subcontractor**"). This Agreement includes the Subcontract Standard Terms and Conditions ("**Standard Terms and Conditions**"), the Indemnity Clause ("**Indemnity Clause**"), all attached hereto ("**Attachments**"), and the following Exhibits ("**Exhibits**"):

- Exhibit A - **Scope of Work**
- Exhibit B - **Subcontract Price**
- Exhibit E - **Safety Program Requirements**
- Exhibit F - **Quality Program Requirements**

In consideration of their mutual promises herein, Subcontractor and Mortenson agree as follows:

1. **PROJECT.** Mortenson has entered into a contract dated 15th of June, 2021 (the "**Contract**") with RD Management LLC ("**Owner**") to perform labor and furnish material for the construction of Midway Mall Demolition, located at 1460 University Avenue West ("**Project**"), pursuant to Drawings, Specifications, General Conditions, Supplementary General Conditions, Special Conditions, and Addenda prepared by ("**Architect**"), and made a part of the Contract. The Contract Documents ("**Contract Documents**") are this Agreement, the Contract and its exhibits, Drawings, Specifications, General Conditions, Supplementary General Conditions, Special Conditions, and Addenda, including the following:

[See EXHIBIT D - CONTRACT DOCUMENTS LIST]

2. **SCOPE OF WORK.** Subcontractor shall furnish and pay for all supervision, labor, materials, tools, equipment, services, scaffolds, appliances and all other items necessary to fully perform the Agreement, consistent with the provisions of the Contract Documents, including completion of all of the following (the "**Work**"):

[See EXHIBIT A - SCOPE OF WORK]

3. **SUBCONTRACT PRICE.** The **Subcontract Price** is see EXHIBIT B - SUBCONTRACT PRICE.

4. **TIME OF COMPLETION.** Subcontractor shall prosecute and complete the Work in accordance with the following schedules and time limits:

Schedule shall be 8 weeks after receipt of permit.

5. **RETAINAGE.** Mortenson shall retain an amount from each application for payment such that Five percent (5 %) of the total value of Work performed is withheld. Retainage shall be held by Mortenson until released as provided in this Agreement.

6. **SITE-SPECIFIC SAFETY PROGRAMS.** Subcontractor agrees to provide all documents and conduct or participate in all site-specific safety programs related to elimination of accidents and injuries at the site, including but not limited to the following:

[See EXHIBIT E - SITE-SPECIFIC SAFETY PROGRAMS]

7. **PAYROLL MARKUPS.** For Work performed on the basis of actual field cost pursuant to Paragraph 12.4.1.(a) of the Standard Terms and Conditions, the maximum allowable payroll mark-ups shall be 10% for field labor and 10% for fabrication shop labor.

8. **INSURANCE:**

a. Commercial General Liability insurance limits shall be \$5,000,000 unless otherwise indicated here \$2,000,000

b. Professional Liability/Errors & Omissions coverage [Check One]

 Is required

 X Is not required

c. Pollution Liability coverage [Check One]

 Is required

 X Is not required

9. **PAYMENT AND PERFORMANCE BONDS.** [Check One]

 X Performance and Payment Bonds are not required.

Performance and Payment Bonds are required, in full conformance with the requirements of Article 18 of the Terms and Conditions.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and is effective on the date set forth above. No oral representations or other agreements have been made by Mortenson except as stated in this Agreement. This Agreement may not be changed in any way except as herein provided, and no provision hereof may be waived by Mortenson except in writing signed by a duly authorized officer or agent.

IN WITNESS WHEREOF, Subcontractor and Mortenson herein execute this Agreement as set forth herein.

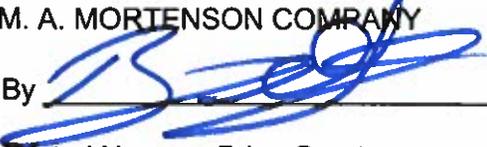
Ramsey Excavating Inc.
DBA Ramsey Companies, Inc.
By Charly Templin

Printed Name Charly Templin

Its VP/General Manager

Subcontractor License No. N/A

Subcontractor state tax ID number 4031569 for Minnesota [State of Project]

M. A. MORTENSON COMPANY
By 

Printed Name Brian Grant

Its Project Manager

**M. A. MORTENSON COMPANY
SUBCONTRACT AGREEMENT
STANDARD TERMS AND CONDITIONS**

1. CONTRACT DOCUMENTS.

1.1 The Contract Documents have been made available to Subcontractor for examination.

1.2 In the event of conflict between the Agreement and the other Contract Documents, the provisions of the Agreement shall govern.

1.3 Subcontractor binds itself to Mortenson under the Agreement with respect to its Work in the same manner as Mortenson is bound to Owner under the Contract Documents.

1.4 Subcontractor has carefully examined and understands the Contract Documents, has investigated the site of the Work and the conditions under which it is to be performed, and enters into the Agreement on the basis of its own examination, investigation and evaluation of such matters and not in reliance upon any opinions or representations of Mortenson, Owner, or any of their respective officers, agents, or employees.

2. SCOPE OF WORK. Subcontractor shall furnish and perform all of the Work required in the Agreement and the Contract Documents.

3. SUBCONTRACT PRICE. For the full and satisfactory performance of the Agreement, in compliance with the provisions of the Agreement, Mortenson shall pay Subcontractor the fixed Subcontract Price. This sum may be changed only in accordance with the provisions of the Agreement.

4. TAXES AND CONTRIBUTIONS. The Subcontract Price includes, and Subcontractor hereby accepts exclusive liability for payment of, all federal, state, county, municipal and other taxes imposed by law or contract, and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used in connection with the Work, including but not limited to (a) contributions, taxes or premiums (including interest and penalties) measured upon payroll or required to be withheld from employees; (b) sales, use, personal property and other taxes (including interest and penalties), whether stated separately, imposed by reason of performance of the Work, or any materials, equipment, labor, services or other items in connection with the Work; or (c) pension, welfare, vacation, annuity and other benefit contributions payable in connection with labor agreements or applicable law.

5. LAWS AND PERMITS. Unless otherwise required in the Agreement, Subcontractor shall not be required to obtain or pay for the primary building permit for the Project. The Subcontract Price includes, and Subcontractor shall obtain and pay for all other permits, licenses, and fees necessary to complete the Work in accordance with the Contract Documents. Subcontractor shall perform the Work in compliance with all applicable federal, state, municipal and local laws, codes, ordinances, rules, regulations, and requirements, including without limitation those relating to O.S.H.A., discrimination in employment, fair employment practices and equal employment opportunity, without additional expense to Mortenson, and shall correct, at its own cost and expense, any violations thereof. Subcontractor shall furnish such proof as Mortenson may request showing compliance and correction of violations.

6. TIME OF COMPLETION.

6.1 Time being of the essence of the Agreement, Subcontractor shall begin the Work as soon as the Project is ready for the Work or, within three (3) calendar days after being notified in writing by Mortenson, and shall prosecute and complete the Work in accordance with the construction schedule, as such may be from time to time revised, and within the time limits stated in the Agreement.

6.2 Subcontractor shall promptly furnish all data requested by Mortenson for preparation and revision of construction schedules.

6.3 Should Subcontractor be delayed in the commencement, prosecution or completion of the Work by any unforeseeable cause beyond Subcontractor's control and not due to any fault, neglect, act or omission on its part, then Subcontractor shall be entitled to an extension of time. Such extension shall be for a period equivalent to that granted to Mortenson by Owner under the Contract Documents for the same cause of delay, and shall release and discharge Mortenson from any and all claims by Subcontractor on account of the delay. Subcontractor shall not be entitled to any extension of time unless a claim therefore is presented in writing to Mortenson within five (5) calendar days of the commencement of such claimed delay, or within such shorter time as may be required for Mortenson to comply with the

Contact Documents. Notwithstanding the foregoing, Subcontractor shall be entitled to compensation for delay if, and to the extent that, Mortenson secures compensation from Owner or others for delay on behalf of Subcontractor.

7. PAYMENTS.

7.1 No payment shall be due or made to Subcontractor until receipt by Mortenson of (a) a fully executed Agreement; (b) evidence of insurance in conformance with Article 16 hereof; and (c) Bonds required under Article 18 hereof, if any.

7.2 Prior to submitting its first application for payment, Subcontractor shall submit a schedule of values allocating the Subcontract Price to the full Scope of Work, prepared in such form and supported by such data to substantiate its accuracy as Mortenson may require, which schedule shall be used as a basis for reviewing Subcontractor's applications for payment. The schedule of values will be used for payment purposes only and shall not relieve Subcontractor from its obligation to perform all of the Work and provide all labor and material required by the Agreement. When approved by Mortenson, the schedule of values may be modified by Subcontractor to incorporate executed change orders.

7.3 Not later than the 25th day of each month, Subcontractor shall submit its application for payment on forms provided by Mortenson. Each application for payment shall be calculated as the sum of (a) the value of Subcontractor's labor and materials incorporated into the Project as computed on the basis of the schedule of values, prices and allowable quantities of the Work performed, all as determined by Mortenson and either Owner or Architect; and (b) to the extent allowable by the Contract Documents, the value of materials not incorporated into the Project but delivered and stored at the Project site, minus (c) retainage, calculated from the sum of the amounts determined in preceding (a) and (b) as multiplied by the retainage percentage stated in the Agreement, and also minus (d) amounts previously paid. The application for payment shall not request payment for any portion of the Work which Subcontractor does not intend to pay to any subcontractor or material supplier that performed such Work. Subcontractor shall certify each application for payment, stating in writing that it accurately represents the value of the Work performed. Subcontractor agrees that, upon request by Mortenson, it shall furnish such information, supporting documents and consents of surety (on a form acceptable to Mortenson) as Mortenson may require to verify the value of the Work performed and confirm Subcontractor's entitlement to payment. When payment is based upon quantities at applicable unit prices, Subcontractor shall substantiate the quantities, and Mortenson and Owner shall have the right to examine, copy and audit relevant books and records of Subcontractor or any of its subcontractors in order to verify accuracy and completeness of the quantities. As a prerequisite to payment, Subcontractor shall provide, in a form satisfactory to Mortenson, partial lien and claim waivers and affidavits from Subcontractor, and its subcontractors and material suppliers, for the Work performed and the labor and material provided. Such waivers may be made conditional upon payment.

7.4 Monthly progress payments (less retainage) shall be made to Subcontractor within seven (7) days after Mortenson's receipt of payment from Owner, so long as Subcontractor is not in default or breach of the Agreement and is not subject to other reasons for withholding. Final payment to Subcontractor shall be due after completion and acceptance of the Work by Mortenson and either Owner or Architect and within seven (7) days of Mortenson's receipt from Owner of final payment for the Work, provided that: (a) Subcontractor shall have furnished evidence satisfactory to Mortenson that there are no claims, obligations, or liens for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work; (b) Subcontractor shall have executed and delivered in a form satisfactory to Mortenson a general release in favor of Mortenson, Mortenson's surety, if any, and Owner; and (c) Subcontractor shall have delivered to Mortenson written consent of its surety, if any, to final payment. Final payment to Subcontractor shall constitute a release and waiver of any past, present and future claims by Subcontractor against Mortenson, its surety, if any, and Owner arising out of the Agreement and the Project or arising out of payment for the Work under the Agreement. Subcontractor acknowledges by its receipt of final payment that any and all of such claims are thereby released, waived and discharged.

7.5 Mortenson and Subcontractor expressly agree that payment to Mortenson on Subcontractor's account by Owner is an absolute condition precedent to Mortenson's obligations to pay Subcontractor under the Agreement. Subcontractor expressly agrees that it relies on the credit of Owner, not Mortenson, for payment for the Work. If Mortenson, in its sole discretion, pursues Owner or others for costs otherwise payable to Subcontractor, Subcontractor agrees that payment from Mortenson for Work shall not be due until Mortenson has exhausted all legal proceedings to recover such costs.

7.6 Subcontractor shall not be entitled to any payment to the extent there is: (a) any indebtedness owed by Subcontractor to Mortenson including for any matters unrelated to the Agreement; (b) defective Work not remedied or defective materials not removed and replaced; (c) third party claims; (d) claimed failure of Subcontractor to make payments to its subcontractors, material suppliers or laborers; (e) reasonable doubt that the Work can be completed for the unpaid balance of the Subcontract Price; (f) damage to Mortenson, Owner or another contractor or subcontractor; (g)

unsatisfactory or untimely prosecution of the Work by Subcontractor; or (h) failure of Subcontractor to comply with the Contract Documents.

7.7 Subcontractor warrants and guarantees that title to all Work, materials and equipment included in an application for payment, whether incorporated into the Project or not, will pass to Owner upon receipt of such payment by Subcontractor, free and clear of all liens, claims, security interests or encumbrances. Subcontractor shall pay promptly for all materials, skills, labor and equipment used in performance of the Agreement, as bills or claims become due. Subcontractor shall protect the Project and defend, indemnify and hold harmless Owner and Mortenson and Mortenson's surety, if any, from and against all claims, bond claims, stop notices, equitable liens, mechanics' liens, damages, losses and expenses on account thereof, including without limitation legal fees and disbursements paid or incurred by Owner or Mortenson in connection therewith. Mortenson shall have the right at all times to contact Subcontractor's subcontractors and material suppliers to ensure that the same are being paid by Subcontractor for labor or materials furnished for use in performing the Work. Should Subcontractor: (a) fail to make timely payment to its material suppliers, subcontractors, laborers and fringe benefit funds; (b) fail to compensate Mortenson or another contractor or subcontractor for damage caused by Subcontractor; or (c) fail to perform its clean up obligations pursuant to Paragraph 8.5 hereof, Mortenson, in its sole discretion, may, in the instance of subsection (a) or (b), make direct payment to such individuals or entities and reduce the Subcontract Price accordingly or, in the instance of subsection (c), perform itself or hire others to perform such clean-up obligations and reduce the Subcontract Price accordingly.

7.8 Progress or final payments shall not be acceptance of improper, faulty, defective or non-conforming Work or material, shall not release Subcontractor of any of its obligations under the Agreement and shall not constitute a waiver of any rights or provisions hereof by Mortenson. Beneficial use or occupancy is not acceptance of the Work.

8. PROSECUTION OF WORK.

8.1 Subcontractor shall perform the Work in a diligent, efficient and skillful manner, and in conformance with the Contract Documents using personnel competent to perform the Work, as the Work or any portion thereof becomes available, to allow Mortenson to promote the general progress of the entire construction and so that the Work shall not interfere with, hinder or delay other work.

8.2 Should Subcontractor delay the progress of the Work or of the Project, Subcontractor shall take necessary action as required to meet and maintain job progress, without additional compensation, and shall be liable to and reimburse Mortenson for damages resulting from such delay.

8.3 Subcontractor shall promptly secure delivery commitments, place orders for materials, equipment and services required in connection with the Work to avoid delays, and shall furnish copies of procurement documents and purchase orders upon request. Subcontractor shall furnish goods, materials, equipment and services in compliance with all applicable safety, certification and testing codes and laws. Subcontractor shall ship all goods, materials and equipment to the Project site, and all transportation, freight or delivery charges shall be prepaid by Subcontractor. Subcontractor shall be solely responsible for receiving and unloading shipments.

8.4 Mortenson shall have sole authority with respect to access and usage of the Project site. Subcontractor shall notify Mortenson prior to each delivery of goods, materials and equipment, and Mortenson, in its sole discretion, shall determine times and location for all such deliveries. Subcontractor shall establish temporary offices, storage facilities or other temporary facilities at the Project site only upon approval by and in locations designated by Mortenson. Subcontractor shall not post or display signs, banners or other announcements or advertising at the Project site without the express prior written approval of Mortenson.

8.5 Subcontractor shall clean up and remove from the site all debris caused by its operations no less than once each workday. Should Subcontractor fail to provide such cleanup and debris removal, Mortenson, upon Notice to Subcontractor, may arrange to have such work performed for the account of Subcontractor.

8.6 Subcontractor shall be solely responsible for protection of the Work and for loss or damage to materials, tools, equipment, or other personal property, owned or rented or used by Subcontractor in performance of the Work.

8.7 When as-built drawings are required by the Contract Documents, Subcontractor shall record as-built conditions on the Drawings and Detail Drawings in a form acceptable to Mortenson, on a weekly basis, during performance of the Work.

8.8 Mortenson will establish a limited number of initial control points, grid lines, benchmarks or other datum points for the use and reference of Subcontractor. Subcontractor shall be responsible for all subsequent layout, surveying

and dimensional control required to perform the Work, and shall preserve or restore any initial layout disturbed or removed by Subcontractor. Notwithstanding dimensions given in the Drawings, Specifications and other Contract Documents, Subcontractor shall take all measurements and establish all dimensional controls necessary to insure proper matching and fitting of the Work.

8.9 Subcontractor shall promptly prepare and submit to Mortenson such shop drawings, details, design calculations, product data, submittals, samples and mockups as required by the Contract Documents and as necessary to describe completely the details of the Work and to ensure timely fabrication, delivery and installation of the Work. Shop drawings, details, design calculations, product data and other submittals shall be provided in the form, format and quantity requested by Mortenson. Approval of such items by Mortenson shall mean only that the submission conforms to the general concept of the Project, and shall not relieve Subcontractor of its obligation to perform the Work in compliance with the Contract Documents.

8.10 Should performance of the Work hereunder depend upon performance of other work, Subcontractor shall carefully examine all contiguous or dependent work, determine whether it is suitable for performance of the Work hereunder, report immediately any unsuitable conditions to Mortenson in writing, and allow Mortenson reasonable time to have such unsuitable conditions remedied. Unless Subcontractor reports such unsuitable conditions, Subcontractor shall be deemed to have accepted contiguous or dependent work as adequate for completion of the Work.

8.11 Subcontractor is responsible for intermeshing of various parts of the Work so that no part shall be left unfinished or incomplete owing to any disagreement between Subcontractor and its subcontractors or other subcontractors. Subcontractor shall be solely responsible to furnish and install sleeves, block-outs, piping, conduit, hangers, inserts, anchors, grounds and supports in concrete, masonry, structural steel or other preceding work, to provide for installation of the Work. Subcontractor shall provide all cutting, drilling and patching required to complete the Work and shall repair all damage by Subcontractor to existing conditions or to the work of others, including without limitation restoration of all fire-rated construction and fire-resistant coatings.

8.12 No substitutions of similar supplies, materials or equipment for items called for by the Contract Documents shall be made unless approved in writing by Mortenson and Owner or Architect, which approval shall not relieve Subcontractor from satisfactory and timely completion of the Work, or from conformance of the Work to the Contract Documents.

8.13 Subcontractor shall appoint a superintendent, who shall be responsible for the Work and shall have full authority to represent Subcontractor at the site. Subcontractor shall appoint a project manager who shall have full authority to represent Subcontractor in all matters related to the Project and the Agreement. Subcontractor's project manager and superintendent shall attend all meetings held by Mortenson relating to the Work, including weekly coordination meetings, unless excused by Mortenson.

8.14 Subcontractor shall maintain accurate and timely records relating to performance of the Work and shall provide daily reports and other records to Mortenson as required by the Contract Documents and as provided herein. Not later than 24 hours after the end of each work shift at the Project site, Subcontractor shall deliver to Mortenson a daily report. The daily report shall fully describe and record Work performed, including a) number of workers in each craft or category, b) weather conditions, c) visitors at the site, d) Work performed, including quantities and locations where applicable, e) summary of events, circumstances or conditions that could delay the Work or give cause for additional cost or time, and f) other information required to fully describe Work accomplished or as requested by Mortenson. Submission of the daily report shall not relieve Subcontractor of, or act in substitution for, notice requirements contained in the Agreement or in the Contract Documents.

9. **LABOR.** Subcontractor shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or labor interferences. Subcontractor agrees to be bound by any applicable Project Labor Agreement. Subcontractor agrees to comply with and assist Mortenson in its compliance with, and to comply with, any subcontracting clause requirements of collective bargaining agreements to which Mortenson is signatory and which are applicable to the Project.

10. **TOOLS AND EQUIPMENT.** Subcontractor shall provide all tools and equipment necessary to perform the Work, including but not limited to scaffolds, ladders, hoisting and specialty items. Mortenson's tools and equipment shall be available to Subcontractor only at Mortenson's discretion and on terms satisfactory to Mortenson. Subcontractor agrees to assume sole responsibility for all claims for loss or damage to all property, including its property, and Mortenson's property, arising out of Subcontractor's use of Mortenson's equipment, including without limitation hoisting of material. Subcontractor agrees that operators of Mortenson's equipment during the period of Subcontractor's use, either singly or with others, shall be deemed loaned servants of Subcontractor even though actually employed by Mortenson or others.

11. SAFETY.

11.1 Subcontractor shall perform the Work in a safe manner, shall comply with all safety measures initiated by Mortenson or required by the Contract Documents, and shall comply with all applicable laws, codes, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including such provisions as are more strict or more expensive than the safety measures initiated by Mortenson or required by the Contract Documents. Subcontractor shall be solely responsible for protection and safety of its employees, including employees of its subcontractors and suppliers of every tier, for final selection of safety methods and means, for required safety reports and records, for daily inspection of the Work area and its employees' safety equipment, and for instruction of its employees on health and safety, including weekly safety meetings. Subcontractor agrees to establish a goal of zero accidents and injuries for the Project, and to implement, maintain and enforce a safety program consistent with such goal. Subcontractor agrees to comply with the Mortenson Zero Injury Safety Training Manual and, if requested in writing, to prepare a written site-specific safety plan for the Project prior to commencing the Work. Subcontractor shall comply with all safety program requirements, as enumerated in Exhibit E - Safety Program Requirements.

11.2 Subcontractor shall reimburse Mortenson for all costs, including reasonable attorney fees, incurred by Mortenson arising out of or connected with a failure or alleged failure of Subcontractor to comply with this Article, including costs of investigation and fines and penalties imposed upon Mortenson for alleged safety violations by, or unsafe Work of, Subcontractor, regardless of whether Mortenson has or has not assisted or advised Subcontractor in fulfilling such responsibilities.

11.3 Subcontractor shall stop any part of the Work which either Mortenson or Subcontractor determines to be unsafe until corrective measures have been taken. Failure on the part of Mortenson to stop any part of the Work shall in no way relieve Subcontractor of its responsibility hereunder.

12. CHANGES.

12.1 Mortenson shall have the right by written directive to order changes, including additions and deletions to the Work and other revisions to the scope of the Work or the required time for completion of the Work, without notice to Subcontractor's surety, if any. Subcontractor shall promptly comply with all such written directives and shall diligently perform the changed Work in accordance with the Contract Documents. Should Subcontractor claim that the changes are of such a nature as to increase or decrease the cost of any part of the Work, then, unless such written directive includes an agreed upon adjustment in the Subcontract Price and/or time for completion of the Work, Subcontractor shall submit to Mortenson, in writing, within five (5) calendar days of receipt of the written directive, or within such shorter period as may be required for Mortenson to comply with the Contract Documents, all claims, if any, for adjustment of the Subcontract Price or of the time for the completion of the Work. Subcontractor shall not be entitled to a change in the Subcontract Price or in the time for completion of the Work unless so authorized by written change order by Mortenson and unless such notice of claims is provided by Subcontractor.

12.2 Should Mortenson issue a request for a proposal for a proposed change in the Work or in the time for completion of the Work, Subcontractor shall deliver to Mortenson a detailed and itemized proposal within twenty (20) calendar days of receipt of such request, or within such shorter period as may be required for Mortenson to comply with the Contract Documents, and prior to commencement of such change in the Work. The proposal shall contain quantities, rates, prices and other information as required or as requested by Mortenson, to fully describe the scope and price of the proposed change and scheduling detail and data to substantiate entitlement to any requested extension of time for completion of the Work. Subcontractor shall cooperate with Mortenson, and Owner and Architect at Mortenson's election, to review, modify the proposal if necessary, and negotiate in good faith to reach an agreement upon the terms of any change order. Subcontractor shall not be entitled to compensation for any costs and expenses relating to preparation of proposals for changes in the Work. Should the parties be unable to agree as to the value of the Work to be changed, Subcontractor shall promptly proceed with the changed Work upon written order of Mortenson and the value of the changed Work shall be determined and paid at actual field costs or other applicable method as determined by Mortenson.

12.3 Should Subcontractor claim that the issuance of any instruction, drawing or direction by Mortenson, Owner or Architect results in additional costs, Subcontractor shall immediately submit written notice of such claim to Mortenson and not later than five (5) calendar days after receipt thereof, or within such shorter period as may be required for Mortenson to comply with the Contract Documents, and in all events prior to commencing such Work. Subcontractor shall not be entitled to a change in the Subcontract Price resulting from such instructions, drawings or directions unless such written notice is provided by Subcontractor.

12.4 The total cost of any changes to the Work shall be determined by one or more of the following methods or combinations thereof as Mortenson may elect: (1) acceptance of a lump sum proposal with properly itemized costs; (2) unit prices stated in the Contract Documents, or in the Agreement, or subsequently agreed upon (unit prices shall be

deemed to include an allowance for all of Subcontractor's direct and indirect costs, including, without limitation, office or shop expense, overhead, profit and bonds); or (3) actual field costs incurred in performance of the changed, added or deleted Work, plus allowance for overhead, supervision and profit, as provided in subparagraphs 12.4.1 and 12.4.2. No other costs arising out of or connected with the change to the Work or extra Work of any nature may be recovered by Subcontractor.

12.4.1 Actual field costs shall mean costs necessarily incurred in the proper performance of the changes to the Work or of the extra Work, and paid by Subcontractor at rates not higher than the standard paid in the locality of the Project, except with the prior written consent of Mortenson for:

- (a) Wages paid for labor in the direct employ of Subcontractor or any of its subcontractors, plus a payroll mark-up on field labor and fabrication shop labor in amounts provided for in the Agreement, to cover all overhead items applicable to payroll, such as insurance, taxes, F.I.C.A., workers' compensation, unemployment taxes, and fringe benefits.
- (b) Net cost of all materials, supplies and equipment used in or incorporated in the changed or extra Work.
- (c) Third party rental charges for necessary machinery and equipment, exclusive of hand tools, for the period of time used in performing the changed or extra Work, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof at rental charges consistent with those prevailing in the locality of the Project. Total third party rental charges on machinery or equipment rented under an agreement containing a purchase option clause shall not exceed 75% of the option purchase price. Rental rates for machinery and equipment owned by Subcontractor shall be not more than 75% of published rental rates for like equipment in the locality of the Project, and the aggregate amount of rent for any single item of machinery or equipment shall not exceed 75% of the current fair market value.
- (d) The actual net increase in the cost to Subcontractor for performance and payment bonds resulting from the changed or extra Work.

12.4.2 The maximum percentage allowance added to itemized costs under a lump sum proposal or to actual field costs shall be 10% for changed or extra Work performed by Subcontractor's own forces and 5% for changed or extra Work performed by its subcontractors. Such allowance will be paid as full compensation to Subcontractor for profit, general superintendence, hand tools, capital and interest expense, insurance expense, field office expense, overhead, and all other elements of cost not defined herein as actual field costs. Notwithstanding the foregoing, the maximum aggregate allowance payable to Subcontractor and its subcontractors shall not exceed the lesser of (a) 15% or (b) the mark-up permitted in the Contract Documents for changed or extra Work less Mortenson's mark-up on such Work.

12.4.3 Mortenson shall have the right to inspect, copy and audit the books and records of Subcontractor and any of its subcontractors making claim for reimbursement for actual field costs and payment pursuant to allowances in order to verify the accuracy and allowability of all costs and allowances claimed. Subcontractor shall retain such books and records for a period not less than three years after final payment, or for such longer period as may be required by the Contract Documents.

12.5 Subcontractor shall not be entitled to a change in the Subcontract Price or the time for completion of the Work unless authorized in writing by Mortenson. Subcontractor shall have no right to maintain an action in court or, in the event arbitration is invoked by Mortenson, in arbitration to recover for changed or extra Work, unless Subcontractor has strictly complied with the requirements set forth herein.

12.6 All changes to the Work or extra Work ordered in writing by Mortenson shall be deemed to be a part of the Work hereunder and shall be performed in compliance with all provisions of the Contract Documents.

13. INSPECTION.

13.1 Mortenson, Architect, Owner and their authorized representatives shall have the right to inspect and test the Work and the components thereof at all times and places to verify compliance with the Contract Documents and standards of good workmanship.

13.2 Subcontractor shall provide safe facilities for inspection of the Work by Mortenson, Architect, Owner and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Work

are in preparation, testing, manufacture, treatment or storage.

13.3 All inspections and tests are for the benefit of Mortenson and Owner and shall not relieve Subcontractor of responsibility for providing its own quality control measures to assure that the Work complies with the Contract Documents. Inspection or testing by Mortenson, Architect or Owner, or any of their authorized representatives, shall not be construed as constituting acceptance and shall not relieve Subcontractor of responsibility for any non-compliance, damage to or loss of the Work, or in any way affect the continuing rights of Mortenson or Owner regarding the completed Work.

13.4 Within twenty-four (24) hours after receiving Notice from Mortenson that any portion of the Work has been rejected by Mortenson as defective or in any way failing to conform to the Contract Documents, Subcontractor, at its own expense and without an extension of time to complete the Work, shall proceed to remove all such portions of the Work from the Project or, at Mortenson's discretion, submit a schedule acceptable to Mortenson for removal of all such portions of the Work from the Project, and, in either instance, shall diligently proceed to replace the same with conforming Work and make good all work of others damaged or destroyed by or as a result of such defective, or non-conforming Work or by removal or replacement thereof.

14. TAKING OVER PERFORMANCE-TERMINATION FOR DEFAULT.

14.1 An "Event of Default" shall mean any of the following: (a) failure to maintain the insurance coverages specified in Article 16 hereof; (b) failure to provide the Bonds required in Article 18 hereof; (c) failure to supply sufficient skilled workers, equipment or materials of proper quality and quantity; (d) failure to make timely payments including, without limitation, all payments required in Article 7.7; (e) failure to proceed with the Work within the time or in the sequence directed by Mortenson; (f) failure to prosecute the Work with promptness and diligence; (g) causing stoppage, delay or interference to work of Mortenson or any other contractor or subcontractor; (h) failure to perform the Work in compliance with the Contract Documents; (i) failure to comply with any warranty applicable to the Work; (j) the filing by or against Subcontractor a petition in bankruptcy or for an arrangement or reorganization (Mortenson being unwilling to accept and hereby declines performance by any trustee in bankruptcy); (k) if Subcontractor becomes insolvent, goes into liquidation or dissolution, makes a general assignment for the benefit of creditors, consents to or appoints a receiver, custodian, trustee or liquidator or otherwise acknowledges insolvency; (l) if Subcontractor is dissolved, liquidated, wound up or fails to maintain existence as a going concern in good standing; or (m) any other material breach of the Agreement. An Event of Default is a material breach of the Agreement.

14.2 Upon an Event of Default, Mortenson shall have the right, to the extent permitted by law, and in addition to any other rights and remedies provided by the Contract Documents or by law, after seventy-two (72) hours Notice to Subcontractor (except in the instance of Subsection 14.1(j), (k) or (l) in which case no such 72-hour Notice is required) to (i) perform (through itself or through others) any or all of the uncompleted part of the Work, or (ii) terminate the Agreement in whole or in part, for all or any portion of the Work, and in either case to enter the Subcontractor's premises, including any trailers, storage units or facilities owned or leased by Subcontractor and take possession of materials, equipment, scaffolds, tools, and other items necessary for the purpose of completing the Work, all of which Subcontractor hereby transfers, assigns and sets over to Mortenson; to employ persons as necessary to complete the Work; and to provide all labor, services, materials, equipment and other items required to complete the Work; and to deduct all resulting costs from any monies due or to become due to Subcontractor under the Agreement or, in the event such cost exceeds such moneys, recover the excess cost from Subcontractor.

14.3 In the case of such performance by Mortenson, whether by itself or through others, or in the event of such termination, Subcontractor shall not be entitled to receive any further payment under the Agreement until the Work shall be wholly completed to the satisfaction of Mortenson, at which time, if the unpaid balance of the Subcontract Price shall exceed the costs incurred by Mortenson in performing or completing the Work, such excess shall be paid by Mortenson to Subcontractor, but if such costs shall exceed such unpaid balance, then Subcontractor shall pay the difference to Mortenson, or any third party to whom Mortenson assigns its right of recovery. Notwithstanding anything to the contrary contained herein, neither Mortenson nor its insurers waive any claims or rights of subrogation against Subcontractor relative to an Event of Default. Such costs shall include the cost of performing, correcting and completing the Work in conformance with the Contract Documents and of furnishing all labor, services, materials, equipment, and other items required therefore, and shall also include all losses, damages, costs and expense, including attorneys' fees, legal expenses, and other disbursements, incurred by reason of or resulting from Subcontractor's default.

15. CONVENIENCE TERMINATION OR SUSPENSION.

15.1 Mortenson may terminate the Agreement, in whole or in part, at any time by Notice to Subcontractor, whether or not Subcontractor is in default, in the event and to the extent that Owner has exercised its right, if any, to a convenience termination of the Contract. Such termination shall be effective at the time and in the manner specified in

said Notice and shall be without prejudice to any claims which Mortenson or Owner may have against Subcontractor. Upon receipt of any such Notice, Subcontractor shall, unless the Notice directs otherwise: (a) immediately discontinue the Work on the date and to the extent specified in the Notice; (b) place no further orders for materials, equipment or services, except as may be necessary for completion of such portion of the Work that is not terminated; (c) promptly make every reasonable effort to procure cancellations, upon terms satisfactory to Mortenson, of all material orders and subcontracts to the extent they relate to the performance of the Work terminated; and (d) thereafter execute only such portion of the Work that is not terminated, or in the event that all of the Work is terminated, execute only that portion of the Work as may be necessary to preserve and protect the Work already in progress and to protect materials and equipment at the Project site or in transit thereto.

15.2 Subcontractor waives any claims for damages, including loss of anticipated profits for uncompleted Work, on account of termination by Mortenson pursuant to Paragraph 15.1 and shall accept as its sole remedy payment of the amount recovered by Mortenson from Owner allocated as compensation for termination of the Work.

15.3 Mortenson may suspend the Agreement in whole or in part, at any time by Notice to Subcontractor whether or not Subcontractor is in default, in the event and to the extent that Owner has exercised its right, if any, to suspend the work required by the Contract. Such suspension shall be effective at the time and in the manner specified in said Notice and shall be without prejudice to any claims which Mortenson or Owner may have against Subcontractor. Upon receipt of any such Notice, Subcontractor shall, unless the Notice directs otherwise: (a) immediately suspend the Work on the date and to the extent specified in the Notice; (b) place no further orders for materials, equipment or services, except as may be necessary for completion of such portion of the Work as is not suspended; and (c) thereafter execute only such portion of the Work that is not suspended, or in the event that all of the Work is suspended, execute only that portion of the Work as may be necessary to preserve and protect the Work already in progress and to protect materials and equipment at the Project site or in transit thereto.

15.4 Subcontractor waives any claims for damages on account of suspension by Mortenson pursuant to Paragraph 15.3 and shall accept as its sole remedy payment of the amount recovered by Mortenson from Owner allocated as compensation for suspension of the Work.

16. INSURANCE.

16.1 Prior to starting the Work, Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Subcontractor or by any of its subcontractors or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified in the Agreement, any coverages or limits of liability specified in the Contract Documents, or coverages and limits required by law.

16.2 Subcontractor shall procure and maintain the following minimum insurance coverages and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
Commercial General Liability	\$5,000,000 each occurrence \$5,000,000 general aggregate applicable on a per project basis \$5,000,000 products/completed operations aggregate or such other limits specified in the Agreement
Automobile Liability	\$2,000,000 each accident
Professional Liability/Errors and Omissions (if required by Paragraph	\$2,000,000 each claim \$2,000,000 annual aggregate 16.2.d or required per the Agreement)
Pollution Liability (if required by	\$2,000,000 each claim

Paragraph 16.2.e or required per the Agreement) \$2,000,000 annual aggregate

Aircraft Liability (if required by Paragraph 16.2.f or required per the Agreement) \$5,000,000 per seat
\$10,000,000 per occurrence

- a. Workers' Compensation and Employer's Liability - For any employee, owner or principal of the Subcontractor who shall be at the Project site or at a specific off-site Project related location, workers' compensation coverage shall be provided whether or not required by statute. If the Project is located and/or Subcontractor's principal place of business is in the state of Illinois, coverage must be amended such that the Subcontractor and its insurer agree to waive any protection afforded under statute, law, ordinance or common law rights that cap the employer's liability to the amount of workers' compensation benefits it has paid or will pay on behalf of its employee.
- b. Commercial General Liability - Insurance required under this Paragraph shall provide coverage on an occurrence form no less broad than the ISO Form CG 00 01 2004 or 2007 edition and shall include coverage for Products/Completed Operations, all renewed and maintained for four (4) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require of Mortenson. The general aggregate limit shall be per project.
- c. Automobile Liability - Insurance required under this Paragraph shall include coverage for all owned, hired and non-owned automobiles.
- d. Professional Liability/Errors & Omissions - If designated in the Agreement or if the Work includes architecture, design or engineering services, including that required to meet a performance specification, or other professional services including but not limited to surveying, Subcontractor shall procure, maintain, and pay for Professional Liability/Errors and Omissions insurance with limits of not less than \$2,000,000 each claim and \$2,000,000 annual aggregate including coverage for economic loss. Subcontractor agrees to renew and maintain such coverage for four years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require of Mortenson.
- e. Pollution Liability - If designated in the Agreement or if the Work includes any portion of i) building enclosure systems involving the watertight integrity of the building (including, without limitation, vapor or moisture barriers, roofing or flashing, exterior windows, curtainwall components or systems, plaster or stucco or exterior stone, masonry, waterproofing, or caulking), ii) plumbing, heating, fire suppression, ventilating or air conditioning systems, iii) drywall or insulation, or iv) building foundations, Subcontractor shall procure, maintain and pay for Pollution Liability insurance including contractual liability coverage. Such insurance shall have limits of not less than \$2,000,000 each claim and \$2,000,000 annual aggregate, and shall include coverage for Completed Operations extending or renewed for four (4) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require of Mortenson. The policy shall include coverage for bodily injury, property damage and clean-up costs. The definition of Pollutant and/or Pollution Condition shall include any form of fungus, including mold.
- f. Aircraft Liability - If the Work involves the operation, maintenance or use of any aircraft, Subcontractor shall procure and maintain or cause to be procured and maintained Aircraft Liability insurance for loss or damage arising out of or related to the use of any aircraft used in the performance of the Work. Such insurance shall have passenger liability limits of \$5,000,000 per seat and provide coverage in a combined single limit of not less than \$10,000,000 per occurrence, including bodily injury, property damage and passenger liability. Such Aircraft Liability coverage shall be endorsed to include Mortenson and Owner and all others required by the Agreement to be additional insureds.
- g. For Work in those states where Workers' Compensation insurance is provided through a state fund and Employer's Liability coverage is not available, "stop gap" coverage shall be provided through either the Commercial General Liability policy or another state's Workers' Compensation policy.

16.3 To the extent allowed by law, all policies referenced in Article 16.2 shall include a waiver of subrogation in favor of Mortenson and Owner and others as required by the Contract Documents.

16.4 If the Professional or Pollution Liability insurance policies are required and written on a claims made basis, any retroactive date shall be prior to the start of Work and maintained on any subsequent renewals.

16.5 Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy that is as materially broad as the underlying policy.

16.6 To the greatest extent allowed by law, Subcontractor shall endorse its Commercial General Liability (including Products/Completed Operations coverage and utilizing ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent) , Automobile Liability, Umbrella/Excess Liability, Contractors Pollution Liability and Aircraft Liability policies (if required herein), to add Mortenson, Owner and such other parties as Mortenson is required under the Contract Documents to name as additional insureds on Mortenson's insurance, as "additional insureds", with respect to but not limited to liability arising out of (a) operations performed for Mortenson or Owner by or for Subcontractor, (b) Subcontractor's completed Work, (c) acts or omissions of Mortenson or Owner in connection with their general supervision of operations by or for Subcontractor, (d) Subcontractor's use of Mortenson's tools and equipment, and (e) claims for bodily injury or death brought against any of the additional insureds by Subcontractor's employees, or the employees of its subcontractors of any tier related to the performance of operations under the Contract Documents. Such insurance afforded to Mortenson, Owner and others as additional insureds under Subcontractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Mortenson or Owner or others required to be included as additional insureds.

16.7 Subcontractor shall maintain insurance with carriers authorized to do business in the state in which the Project is located and having a current A.M. Best rating of not less than A minus (A-), unless a different A.M. Best rating is accepted by Mortenson in writing. In the event Subcontractor fails to procure or maintain any insurance required by this Article, Mortenson may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Subcontractor, withhold funds from Subcontractor in an amount sufficient to protect Mortenson and other insured parties, or terminate the Agreement pursuant to its terms.

16.8 Certificates of Insurance including copies of the general liability additional insured endorsements shall be filed with Mortenson prior to commencing any Work hereunder. Renewal certificates and endorsements shall be provided to Mortenson not less than ten (10) days prior to the expiration date of any of the required policies. Mortenson shall not be obligated to review certificates or other evidence of insurance, or to advise Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve Subcontractor from, nor be deemed a waiver of Mortenson's right to enforce, the terms of Subcontractor's obligations hereunder. All insurance policies shall contain a provision that coverages and limits afforded thereunder shall not be canceled, or non-renewed, without thirty (30) days prior written notice to Mortenson or ten (10) days' notice for non-payment. Subcontractor shall provide Mortenson written notice of material change to the required insurance thirty (30) days in advance of such change. Mortenson shall have the right to examine any policy required under the Agreement.

16.9 To the extent of coverage afforded by any Builder's Risk, auto physical damage, any other property or equipment floater insurance applicable to the Work, vehicles, Project or equipment used in performance of the Work or the Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Mortenson, Owner, or their respective agents and subcontractors, Mortenson and Subcontractor waive all rights against each other and Owner, and subcontractors, agents and employees each of the other, for loss or damage to the extent that the interests of Mortenson and Subcontractor are covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance provided by Mortenson or Subcontractor that are referred to in this Article require an endorsement to provide a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

16.10 Mortenson and Owner neither represent nor assume responsibility for the adequacy of the Builder's Risk insurance to protect the interests of Subcontractor. It shall be the obligation of Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work.

16.11 Any deductible amount applied to any loss payable under the Builder's Risk insurance or any other project specific policy purchased by Mortenson or Owner and not reimbursable by Owner, shall be borne by the party or parties that are responsible for the resultant damage, as solely determined by Mortenson. To the extent that no subcontractor or sub-subcontractor of a subcontractor is found responsible for such loss, the deductible amount shall be borne by Subcontractor, if the Subcontractor's Work is damaged, in direct proportion that its individual loss bears to the total loss.

17. INDEMNITY.

17.1 To the fullest extent permitted by law, including any statutory modifications to Minn. Stat. §337.05, Subcontractor shall defend and indemnify Mortenson and all others whom Mortenson is obligated to defend and indemnify by the Contract Documents, (collectively "the indemnified parties") from and against any and all suits or

claims alleging damages, losses and expenses, including attorneys' fees, attributable to injuries to persons or damage to property (including loss of use), arising out of or resulting from Subcontractor's Work, including all suits and claims for which any or all of the indemnified parties may be or may be claimed to be liable, and including all suits and claims that arise during and after construction of the Project. Subcontractor understands and agrees that this Paragraph obligates Subcontractor to defend and indemnify the indemnified parties from all suits and claims that allege negligence or other wrongful conduct on the part of the indemnified parties, and to pay all costs of defense of the indemnified parties, including attorneys fees and ancillary costs and expenses incurred by the indemnified parties; provided, however, that Subcontractor's obligation to defend and indemnify an indemnified party under this Paragraph shall exclude liability for such injuries or damage when such injuries or damage are caused by the sole fault of the indemnified party. Subcontractor understands and agrees that this Paragraph also obligates Subcontractor to pay any and all attorneys fees and expenses incurred by any of the indemnified parties in connection with enforcing the obligations of this Article 17.

17.2 Subcontractor further agrees to obtain, maintain and pay for commercial general liability insurance which conforms to Article 16, including completed operations coverages, and such other insurance types and limits as are specifically required by Article 16, to secure the provisions of this Article 17.

17.3 Subcontractor understands and agrees to undertake these obligations regardless of whether the injured person asserting a suit or claim is an employee of Subcontractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Subcontractor's indemnity obligation under this Article 17 shall not be limited in any way by the operation of a workers' or workmen's compensation act, any disability act, or any other employee benefit act.

17.4 Subcontractor and Mortenson agree that this Article 17 complies with the requirements of MINN. STAT. §§ 337.01 – 337.05.

17.5 In addition to the foregoing, Subcontractor binds itself to defend, indemnify, and hold harmless Mortenson in the same manner and to the same extent that Mortenson is bound to defend, indemnify, and hold harmless the Owner or any other party under the Contract Documents, and Subcontractor binds itself to defend, indemnify, and hold harmless the Owner and any other parties that Mortenson is obligated to defend, indemnify, or hold harmless under the Contract Documents in the same manner and to the same extent that Mortenson is obligated to defend, indemnify, and hold harmless the Owner or such other parties under the Contract Documents. Each obligation of Subcontractor to defend, indemnify, and hold harmless Mortenson or any other party is a separate and independent obligation, none of which shall in any way limit the scope or applicability of any other.

18. BONDS.

18.1 If required in the Agreement, Subcontractor shall obtain and furnish to Mortenson performance and payment bonds (the "Bonds") covering the faithful performance of the Agreement and payment of all obligations arising thereunder. The Bonds shall be written on Mortenson's Subcontractor Performance Bond and Subcontractor Labor and Material Payment Bond forms, each in the full amount of the Subcontract Price. The penal sum of each of the Bonds, at all times, shall be equal to the Subcontract Price. For changes to the Subcontract Price that, in the aggregate, exceed twenty percent (20%) of the original Subcontract Price, Subcontractor shall obtain written consent of its surety for such changes on forms acceptable to Mortenson. The premium for such Bonds, including any additional premiums resulting from increases in the Subcontract Price, shall be included in the Subcontract Price and shall be paid by Subcontractor.

18.2 Subcontractor shall furnish all performance and payment Bonds required by the Agreement within ten (10) days of receipt of the Agreement, but in all events prior to commencement of the Work. Failure to furnish the required Bonds within the specified time is an Event of Default.

18.3 The surety or sureties executing the Bonds shall be authorized to conduct surety business in the state in which the Project is located and shall be listed in the current United States Department of the Treasury Circular No. 570, with an underwriting limitation equal to or greater than the penal sum of the Bonds to be furnished. The surety, or sureties, must have a current A.M. Best rating of A minus (A-) or higher. If the A.M. Best rating of the surety, or sureties, which execute(s) the Bonds subsequently falls below A minus (A-), then Subcontractor shall, within ten (10) days of such change in the published rating or upon receipt of Notice from Mortenson, and at Subcontractor's sole expense, obtain and furnish to Mortenson replacement Bonds executed by a surety, or sureties, in full compliance with the Agreement. The failure of Subcontractor to provide acceptable replacement Bonds within the referenced timeframe shall be a material breach and default of the Agreement.

19. **PATENT INFRINGEMENT.** Subcontractor shall pay all royalties and license fees and shall defend, indemnify and hold harmless Mortenson and Owner, and their representatives, from all suits or claims and expenses,

including attorneys' fees, arising from any claim that any concept, product, design, equipment, material, process, copyrighted material or confidential information furnished by Subcontractor constitutes an infringement of any patent rights or copyrighted material or is a theft of trade secrets or intellectual property, except to the extent such is expressly required by the Contract Documents.

20. **WARRANTY.** Subcontractor warrants and guarantees that it shall perform all of the Work in a skillful manner, and shall furnish new materials and equipment of good quality, fit for the purpose intended and free from defects and in compliance with all requirements of the Contract Documents; that without cost to Mortenson or Owner it shall promptly correct improper or defective Work, materials or equipment and other work affected by such correction which may be discovered within one year from the date of final acceptance of the Project by Owner. Notwithstanding the foregoing, Subcontractor shall provide any broader guarantee or longer warranty period required by the Contract Documents. Required equipment and system warranty documents and as-built drawings shall be delivered to Mortenson within thirty (30) days of completion of the Work, or such earlier time as required by the Contract Documents. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which Subcontractor has under the Contract Documents. Establishment of the one year time period herein (and any other period elsewhere in the Contract Documents) relates only to Subcontractor's specific obligations to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced.

21. **DISPUTES.**

21.1 If arbitration of disputes is provided for in the Contract, and if Mortenson, in its sole discretion, elects to demand arbitration with Subcontractor as part of joint proceedings with Owner or others in accordance with the Contract, then any dispute between Mortenson and Subcontractor arising out of or relating to the Agreement or regarding any terms contained in the Agreement including, but not limited to, the arbitration provision, or the enforceability of the Agreement, shall be decided by arbitration in the manner provided for in the Contract. If Mortenson elects to so demand arbitration with Subcontractor, arbitration proceedings shall be held, at Mortenson's election, in Minneapolis, Minnesota, such place for arbitration as required by the Contract or as Mortenson may designate.

21.2 If the Contract does not provide for arbitration or if Mortenson elects to demand arbitration with Subcontractor individually, or as part of joint proceedings with others, then, at Mortenson's sole discretion, any dispute between Mortenson and Subcontractor arising out of or relating to the Agreement or any terms contained in the Agreement, including, but not limited to, the arbitration provision, or the enforceability of the Agreement, shall be decided by arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration proceedings shall be held in Minneapolis, Minnesota, or such other place as Mortenson may designate, in its sole discretion.

21.3 Mortenson may enforce its rights to arbitration under Article 21 pursuant to the Federal Arbitration Act and shall be entitled to recover its costs and attorneys' fees incurred in enforcing its right to arbitrate or any other of its rights in Article 21.

21.4 If Mortenson demands arbitration against Subcontractor, Subcontractor agrees not to institute or assert (or to stay) any lawsuits against Mortenson arising out of or relating to the Project or the Agreement.

21.5 Mortenson shall not be required to arbitrate any dispute with Subcontractor unless and until Mortenson has consented and elected in writing to the arbitration of such dispute. The award rendered by the arbitrator(s) pursuant to Article 21 shall be final, and judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having jurisdiction thereof.

21.6 If the Contract Documents provide administrative procedures for resolution of disputes (including, but not limited to, mediation or a meeting of executives), Subcontractor agrees to comply with such procedures and submit any claims or disputes to Mortenson in such manner and time as will permit Mortenson to comply with such administrative procedures. Subcontractor agrees not to institute (and to stay) legal or other proceedings against Mortenson until such administrative procedures and remedies have been exhausted, and agrees to fully reimburse Mortenson for costs and expenses, including reasonable attorney's fees, incurred by Mortenson in the enforcement of this Paragraph.

21.7 Any claim by Subcontractor involving, in whole or in part, acts, errors or omissions of Owner or Architect, or other agents or representatives of Owner, as determined by Mortenson in its sole discretion, shall be subject to and governed by this Paragraph. Such claim shall be submitted in writing to Mortenson in such time and manner as will permit Mortenson to comply with the Contract. Such claim shall contain a written entitlement narrative and an itemization of pricing for review and approval by Mortenson. If Mortenson, in its sole discretion, determines that the claim as submitted is inadequate or requires revision, Subcontractor shall revise and resubmit such claim. If Mortenson, in its sole discretion, decides not to proceed with such claim, Subcontractor, to the extent it determines to pursue such claim, shall be obligated

to pursue such claim directly against Owner or others, and Subcontractor agrees not to institute or assert (and to stay) legal or other remedies against Mortenson until all legal proceedings against Owner or others with respect to such claim are final and complete. If Mortenson, in its sole discretion, decides to proceed with such claim, Subcontractor agrees not to institute or assert (and to stay) legal or other remedies against Mortenson until all legal proceedings against Owner with respect to such claim are final and complete. Subcontractor's right of recovery, arising from acts, errors or omissions of Owner or Architect, or other agents or representatives of Owner, shall be limited solely to that dollar amount and other relief, which is recovered from Owner and Mortenson shall not be liable to Subcontractor for any monies or other relief except those paid to Mortenson by Owner for the benefit of Subcontractor. Subcontractor hereby agrees to waive any right to further payment beyond the Subcontract Price arising out of the acts, errors, or omissions of Owner or Architect, or other agents or representatives of Owner, other than to the extent that Mortenson may receive funds from Owner on behalf of Subcontractor, which funds shall be paid by Mortenson to Subcontractor less costs and expenses incurred by Mortenson in prosecuting such claim.

21.8 Pending final resolution of any dispute or claim, and at all times, Subcontractor shall proceed diligently with performance of the Work.

22. ASSIGNMENT AND SUBLETTING.

22.1 Neither the Agreement nor any monies due or to become due hereunder shall be assigned by Subcontractor without prior written consent of Mortenson. Any assignment without prior written consent of Mortenson shall be of no effect and shall vest no right in the assignee against Mortenson. Mortenson's consent to any assignment shall not relieve Subcontractor of any of its obligations under the Agreement and the Contract Documents, and Subcontractor shall remain as fully responsible for the defaults, acts and omissions of its assignee and all persons directly or indirectly employed by its assignee as it is for its own defaults, acts and omissions and those of its own officers, agents, and employees.

22.2 Subcontractor shall submit to Mortenson a listing of its subcontractors who will perform Work on the Project. Subcontractor shall bind each of its subcontractors to all of the provisions of the Agreement and the Contract Documents with respect to the Work. Mortenson's consent to any subcontracting shall not create any contractual relationship between Mortenson and any subcontractor of Subcontractor to whom the Work or any portion thereof is subcontracted and shall not relieve Subcontractor of its sole responsibility for the work of any such subcontractor.

23. EQUAL OPPORTUNITY; EMPLOYMENT AND SUBCONTRACTING.

23.1 Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a). Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, sexual orientation, or gender identity, or any other reason prohibited by applicable law. Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

23.2 Mortenson and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans; and qualified individuals on the basis of disability. These regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

23.3 Subcontractor shall comply with all applicable federal, state and local laws, ordinances, orders and regulations with respect to employment practices, including but not limited to requirements for: timekeeping and payment of wages (including overtime pay), meal and rest breaks, minimum and prevailing wages, restrictions on the employment of minors, classification of employees, and anti-harassment policies and training.

23.4 Subcontractor shall comply with any applicable subcontracting, targeted business (MBE, DBE, or WBE), or workforce requirements and goals specified in the Contract between Owner and Mortenson.

24. **CONTINGENT ASSIGNMENT OF AGREEMENT.** Subcontractor hereby consents to assignment of the Agreement by Mortenson to Owner (or Owner's Lender) provided that such assignment is effective only after Owner's termination of the Contract between Owner and Mortenson pursuant to the terms thereof. In such event, Subcontractor agrees to complete the Work for the benefit of Owner (or Owner's Lender), conditioned upon Owner's (or Owner's lender's) written agreement (1) to pay for all labor, material, and services furnished at Owner's request and (2) to pay for all labor, material, and services previously rendered to the extent such amounts are due and payable to Subcontractor under the terms of the Agreement.

25. **MISCELLANEOUS.**

25.1 Mortenson's waiver of a breach of the provisions of the Agreement must be specifically set forth in writing signed by Mortenson and shall not extend to any other or future breaches. Mortenson's remedies herein are cumulative and in addition to other remedies in law or equity.

25.2 Subcontractor shall perform the Agreement as an independent contractor and is not, and shall not be deemed, an agent or employee of Mortenson.

25.3 If any term or provision of the Agreement is finally determined to be superseded, invalid, illegal or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining terms or provisions or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable term or provision or part were deleted.

25.4 The term "Notice" in the Agreement shall mean a communication from Mortenson emailed to Subcontractor's email address in the Agreement, delivered personally by hand (with written confirmation of receipt) or sent to Subcontractor's last known address.

Exhibit A - Scope of Work

Without limitation, the following items are included in the Work of the Agreement:

- 1) Subcontractor to supply all Equipment, labor to demolish and removal of the Midway Shopping mall structure, foundations and slabs
- 2) Subcontractor to completely backfill the Midway Mall basement after complete removal. Backfill to be completed in lifts with compaction testing to 95%. Testing by others.
- 3) Subcontractor shall take care to protect and maintain the existing asphalt parking lot.
- 4) Subcontractor shall remove all hazardous materials as identified in the Braun Hazardous Building Materials Inspection Report dated July 23, 2020.
- 5) Subcontractor shall provide topsoil and seed in all disturbed areas.
- 6) Subcontractor to supply all Equipment, labor to demolish and removal of the Big Top Liquor Store structure, foundations and slabs
- 7) Subcontractor shall removal all utilities per the local AHJ direction.
- 8) This section generally summarizes the work, inclusions/exclusions, and special considerations applicable to each Contract Category Number. The Subcontractor shall thoroughly examine all the Contract Documents, in addition to this section, to determine the full Scope of Work required.
- 9) Subcontractor shall provide timely notification to GC of any Work to be performed where overhead protection will be required to protect other workers, or where it determines work activities should be barred to ensure a safe work site. Prior to initiating any work in such areas, Subcontractor shall ensure that adequate overhead protection is in place to protect other construction workers working below.
- 10) Subcontractor shall perform out-of-sequence Work if required by the General Contractor to permit the coordination of Work of other Subcontractors. This includes phased operations.
- 11) Subcontractor includes all labor/material escalation for the duration of the project.
- 12) Subcontractor shall provide street/traffic control as may be necessary to complete the Work of each individual contract category Work in full compliance with all local and state guidelines. Protection and cleaning of roadway surfaces shall also be provided. Subcontractor shall be responsible for compliance with the Stormwater Pollution Prevention Plan (SWPPP) and as specified in the Contract Documents, as it relates to their scope of work.
- 13) General Contractor will provide the following temporary facilities, equipment and utility services to Subcontractors at no cost. All other temporary facilities, equipment and utilities deemed necessary by each individual Subcontractor to complete their Work shall be the responsibility of that Subcontractor, regardless of whether stated under other individual Sections, or not.
 - a) Sanitation units.

- b) Temporary Site Enclosure Fence. General Contractor may install temporary wire mesh fence at select locations as determined by the Mortenson Superintendent. Subcontractors shall repair and/or replace any temporary fencing that is damaged, relocated, etc. caused by its work operations. This fence is not intended to provide a secure site. Subcontractor shall be responsible for their own secure storage.
- 14) Subcontractor will be responsible to provide their own field office trailers and tool sheds that may be placed only at the approval of the General Contractor. Subcontractor shall be responsible for providing its own fully functional site office and is responsible for connections, service, monthly charges, and eventual removal of telephone, electrical, and other utilities to its site office(s).
- 15) If hazardous materials have been identified. Subcontractor is responsible for the proper removal and disposal from the site.
- 16) Project normal work hours are 7:00 AM to 3:30 PM, Monday through Friday, subject to change at General Contractor's discretion. Any work to be performed outside of normal work hours shall be scheduled through Mortenson's superintendent a minimum of 48-hours in advance of the work.
- 17) In addition to the Scope of Work described in this section, Subcontractor is responsible for administrating and performing its work in accordance with the provisions of the General Requirements listed in Division 01 of the project Specifications.
- 18) All necessary full-time on-site supervision as required to complete the Scope of Work and as agreed to by Mortenson.
- 19) Unless specifically stated otherwise, incidental work required to accomplish the Subcontractor/Supplier's scope of work shall be included in the Scope of Work. This would include, but not be limited to, temporary facilities, protection of the work, security of equipment, materials, work in progress, etc.
- 20) Materials and miscellaneous items necessary to complete the scope as indicated in the Contract Documents. Items not specifically listed in Contract Documents, but necessary for a complete operational system, including compliance with State and local building codes, are included.
- 21) Provide all permits and fees required for the execution of the Work.
- 22) The Subcontractor shall be available for all required meetings with local code authorities, Owner, and/or the General Contractor related to obtaining the necessary approvals for complete and proper Life Safety Systems as related to the Scope of Work.
- 23) Subcontractor shall be responsible for identifying conflicts in scheduling or the interface with the work of others and bringing any/all conflicts to the attention of Mortenson.
- 24) This Scope of Work summary is not to be construed as being all-inclusive. It is issued as a guide to aid in the assignment of work.

The following is excluded from the Work of this subcontract

- a. Removal of personal trash and garbage.

Exhibit B – Subcontract Price

The Subcontract Price is Eight Hundred Forty Two Thousand Six Hundred Thirty three and No/100 Dollars (\$842,633.00) subject to adjustment only as provided in the Agreement.

DESCRIPTION	AMOUNT
Price for the Work	\$ 842,633
Adds or Deducts	\$ 0.00
SUBCONTRACT PRICE	\$842,633

Sales and Use Tax

The Subcontract Price includes the cost for all State Sales and Use Tax for the Work provided under this Agreement as required in the state of the location of the Project. Such costs shall be identified as line items on the schedule of values and/or invoice provided by Subcontractor.

Alternates

The following alternates are included in the Agreement, and if selected by Mortenson in writing, shall be incorporated into the Work and shall increase or decrease the Subcontract Price at the amounts stated below:

None

Exhibit E – Safety Program Requirements (3-10-2017)

At Subcontractor's cost, Subcontractor shall have a safety program for the Work that includes the safety requirements contained in the below published safety programs, all of which are incorporated herein by reference:

- Mortenson Zero Injury Training Program Manual (hereinafter the "Zero Injury Manual")
- Mortenson Mobile Crane Training Manual
- Mortenson Forklift Training Program Manual
- Mortenson Disruption Avoidance Training Manual

Subcontractor agrees to perform the safety obligations in the above referenced manuals and agrees to perform such obligations with respect to its Work in the same manner that the manual references safety steps to be taken by, or the safety obligations of, Mortenson. In addition, Subcontractor agrees to abide by any additional safety programs at the Project which are made available to Subcontractor. Subcontractor agrees that it shall obligate its subcontractors and suppliers to adhere to the requirements of Article 11 of the Subcontract Agreement Standard Terms and Conditions and this Exhibit E.

I. Requirements On All Mortenson Projects

A. Zero Injury Manual

1. To the extent the Zero Injury Manual imposes requirements and policies applicable to Mortenson employees, then Subcontractor agrees to require its employees to adhere the same requirements of such policies. Subcontractor's attention is drawn to the below listed requirements detailed in the Zero Injury Manual. Identification by Mortenson of these requirements shall in no way diminish or otherwise limit application of the above listed manuals to Subcontractor's Work or Article 1.3 of the Subcontract Agreement Standard Terms and Conditions.
 - a) Subcontractor shall provide a written site-specific safety program related to the Work, as detailed in Section 1 of the Zero Injury Manual, before the start of Work which shall address each item contained in Section 1 of the Zero Injury Manual.
 - b) Subcontractor shall provide a written job hazard analysis ("JHA"), as detailed in Section 12 of the Zero Injury Manual, for each portion of the Work.
 - c) Subcontractor shall adhere to the Hazard Communication program at the Project, the requirements for which are detailed in Section 25 of the Zero Injury Manual.
 - d) Subcontractor shall complete daily written pre-task plans for each item of Work, or more frequently as conditions at the Project change or require. The pre-task planning process is detailed in Section 12 of the Zero Injury Manual.
 - e) Subcontractor shall ensure its employees adhere to the hand protection requirements detailed in Section 27B of the Zero Injury Manual while performing work at the Project.
 - f) Subcontractor shall promptly conduct post-accident investigations for any accidents that occur during completion of the Work and investigations of near-miss incidents related to the Work. In this provision, an accident is any incident that results in any

injury to an employee of Subcontractor or any property damage caused by actions performed during completion of the Work. A near-miss is any incident that has all the attributes of an accident but, by mere chance, injury to a Subcontractor employee or property damage was avoided. Subcontractor's investigations shall be consistent with the requirements of Section 4 of the Zero Injury Manual and a written report on the investigation shall be provided to Mortenson.

- g) All Subcontractor employees are required to wear eye protection, a high-visibility vest, long pants, a sturdy working boot and a hard hat at all times while at the Project. Section 27A and 27B of the Zero Injury Manual addresses additional requirements for Subcontractor's employees regarding personal protective equipment.
- h) Pursuant to the requirements Section 36 of the Zero Injury Manual, Subcontractor shall (i) conduct a risk assessment of expected onsite activities related to falling objects; and (ii) develop a site specific falling object prevention and protection plan. Further requirements on protecting against falling objects are contained in Sections 36 the Zero Injury Manual.
- i) Subcontractor acknowledges the requirement for positive fall restraint and fall protection for all fall hazards over six feet. Subcontractor acknowledges the requirement for positive fall restraint for its personnel in aerial lifts. Further details on fall protection that govern the Work are contained in Sections 10 and 11 of the Zero Injury Manual.

B. Subcontractor On-Site Safety Professionals

1. Subcontractor shall provide on-site safety professionals at the Project if required pursuant to Section 3 of the Zero Injury Manual.
2. Unless a more stringent requirement for use of an on-site safety professional is listed below in Section II (if applicable), Section 3 of the Zero Injury Manual requires that if Subcontractor, at any time, has 50 craft workers or more on the project site (including the craft workers of any of its subcontractors and suppliers of any tier), then Subcontractor must have a project-specific safety professional on site part-time when the workforce is below 50 craft workers and full-time when the workforce reaches or exceeds 50 workers. Additional Subcontractor safety personnel are also required on a proportional basis if the number of craft workers reaches or exceeds 60 craft workers.
3. Refer to Section 3 of the Zero Injury Manual for additional details.

C. Return to Work/Injury Case Management Plan

Subcontractor shall submit to Mortenson a written site-specific return to work/injury case management plan which shall detail Subcontractor's goals and policies on returning employees to work following an injury. Subcontractor's policy may include offering light duty or transitional work following an injury (if such work or duty is possible given the nature of the injury). Mortenson may object to the plan if, in its reasonable opinion, the plan does not establish reasonable actions or goals on returning employees to work or light duty following an injury. Submission of the plan to Mortenson by Subcontractor shall not be deemed to be agreement or assent by Mortenson to any portion or part of the plan.

D. Written Silica Protection Policy

Subcontractor shall implement a silica protection plan for the Work which shall meet or exceed all laws and regulations (including applicable OSHA regulations) related to the protection of its employees against exposure to silica levels in excess of levels permitted by laws and regulations (including applicable OSHA regulations).

E. Drug- and Alcohol-Free Workplace

1. Subcontractor agrees to implement and maintain a drug- and alcohol-free workplace program at the Project applicable to all Subcontractor employees, subcontractors and suppliers performing Work at the Project site. Subject to applicable law and collective bargaining agreements, Subcontractor's program shall be no less stringent than Mortenson's Drug- and Alcohol-Free Workplace Policy, and shall comply with any additional requirements of Owner or Mortenson for the Project.
2. Specifically, subject to applicable law and collective bargaining agreements, Subcontractor's drug- and alcohol-free workplace program shall provide that:
 - Subcontractor's employees shall not perform Work or be present at the Project site while under the influence of drugs, alcohol or an intoxicating substance.
 - Subcontractor's employees shall not use or possess any illegal drugs or alcohol at the Project site.
 - Subcontractor shall comply with U.S. Department of Transportation ("DOT") drug and alcohol regulations with respect to all employees covered by such DOT regulations.
3. Subcontractor's drug- and alcohol-free workplace program shall include, subject to applicable law and collective bargaining agreements, pre-employment testing, testing following an accident or reasonably significant near miss, reasonable suspicion testing, and unannounced or random testing. Subcontractor shall immediately investigate any allegation of a Subcontractor employee performing work while under the influence of drugs, alcohol or an intoxicating substance, or using or possessing alcohol or an illegal drug at the Project site, and shall take all appropriate precautions to ensure the safe performance of the work during such investigation.
4. Subcontractor shall immediately remove from the Project site any Subcontractor employee who is found to be in violation of Subcontractor's drug- and alcohol-free workplace program, this Exhibit E, or other requirements. The return of such employee to the Project site shall be subject to compliance with the requirements of a "last chance" program and any Owner requirements or approvals.
5. In this Section E, terms are defined as follows (even if not capitalized):
 - a) Drug means: A controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines, phencyclidine (PCP), barbiturates, benzodiazepines, propoxyphene, methadone and methaqualone.
 - b) Illegal Drug means any drug (including synthetic drugs) the use or possession of which is illegal under federal, state, or local law, as well as prescription medication which is

used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription issued by a licensed health care professional. Because federal law does not recognize state law exceptions for legal recreational or medical use of marijuana, the term "illegal drug" includes marijuana, even if state law allows such recreational or medical use.

- c) Intoxicating substance means: Drug(s) or alcohol or any substance, the use of which, impairs work behavior or performance of work obligations at the Project in a manner to be unsafe.
- d) Under the influence of drugs, alcohol or an intoxicating substance means: (1) the presence of alcohol in the individual's system that equals or exceeds a blood alcohol content of .04 percent; (2) presence of any detectable amount of an Illegal Drug or its metabolites demonstrated by a confirmed positive drug test result; (3) behavior, performance, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the team member is impaired by alcohol or an intoxicating substance, or is using alcohol or an intoxicating substance during working time or on Project .
- e) Accident means: An incident at the Project that involves: 1) personal injury to workers or others which necessitates treatment by a medical professional, or results in lost work time; or 2) damage to property at the Project. and in either case where there is a reasonable basis to believe drug or alcohol use could have contributed to the incident.
- f) Reasonably significant near miss means: An incident that has all the attributes of an accident but, except that no harm was caused to persons or property.
- g) Reasonable suspicion means: A basis for forming a belief based on specific facts and rational inferences drawn from those facts that lead a supervisor or manager to reasonably suspect that an employee is under the influence of drugs, alcohol or an intoxicating substance while at the Project or while performing the Work. Reasonable suspicion may be based on specific, contemporaneous, articulable observations by a Mortenson supervisor concerning the appearance, behavior, speech or body odors of a team member, and may include indications of the chronic and withdrawal effects of controlled substances.

F. Training

1. Subcontractor agrees that each of its employees at the Project or completing the Work shall attend three orientation training sessions provided by Mortenson (Orientation 1 [also known as first-day, first-hour which shall be completed before performing any work at the Project], Orientation 2 and Orientation 3). Orientation 2 and Orientation 3 shall be completed as soon as reasonably practicable after Orientation 1 and as detailed in the Zero Injury Manual.
2. Additionally, Subcontractor agrees that all its superintendents, foremen and Project supervisors, including members of its leadership that are overseeing any part of the Work, shall attend Mortenson's "Committed At The Top Zero Injury Program" training sessions.
3. Subcontractor shall conduct daily safety meetings or daily toolbox safety talks at the Project for all Subcontractor's employees at the Project to discuss safely performing any

specific items of Work anticipated during the day of the meeting and reminding employees to perform all Work in a safe manner.

G. Safety Teams

Subcontractor acknowledges that a project safety committee will be created at the Project. Subcontractor's highest level employee who regularly works at the Project-site shall be a member of the committee and attend committee meetings.

H. Safety Audits and Inspections

Subcontractor shall conduct and document regular safety program audits and daily safety inspections to determine if the Work is being performed in a safe manner. The written results of such inspections must be submitted to Mortenson at least weekly.

I. Stretch-and-Bend

Subcontractor agrees and acknowledges that each of its employees at the Project (regardless as to position) shall participate in the daily Mortenson-led morning stretching program at the time established by Mortenson.

J. Housekeeping

Subcontractor shall create and submit to Mortenson a housekeeping management plan that addresses adequate and sufficient daily clean-up, material storage and electrical cord management.

K. Use of Equipment

- A. Subcontractor shall permit only those of its employees qualified by training or experience to operate equipment and machinery. Subcontractor must train each of its affected employees in the manner required by applicable law and regulation.
- B. All boom-type aerial work platforms used in performance of the Work or at the Project must be equipped with secondary anti-crush guarding that is provided by the Original Equipment Manufacturer (OEM) or approved by the OEM and installed by a qualified technician.

II. Additional Project Requirements

- A. Safety Incentive Program. Subcontractor shall create a written recognition and reward program which shall encourage reporting of safety issues and near misses. The program shall not be implemented in a manner to discourage any Subcontractor employee from reporting any injury.
- B. Infection Control Requirements. If requested by Mortenson, Subcontractor shall adhere to the infection control procedures established for the Project by Mortenson or Owner as detailed in writing to the Subcontractor prior to the start of Work.

C. Safety Toe Boots. Subcontractor shall require employees to wear safety-toe boots if such protective equipment is required for the task performed or identified as required in the JHA or site safety plan.

Exhibit F – Quality Program Requirements (8-30-2012)

The Quality Program Requirements set forth in this Exhibit F are designed to further the goals of performing the Work correctly the first time, planning and coordinating the Work, eliminating errors, eliminating rework, maintaining efficient trade flow, and avoiding unnecessary delays. Accordingly, the Quality Program Requirements necessarily require close coordination with Mortenson.

- 1) Subcontractor shall designate a quality representative (the “Quality Representative”) with responsibility to manage on behalf of Subcontractor all aspects of the quality process described in this Exhibit F.
- 2) Subcontractor shall participate in a preconstruction meeting with Mortenson at a time scheduled by Mortenson. The Quality Representative, among other Subcontractor personnel, shall attend the preconstruction meeting, as one of the purposes of the meeting will be to review the quality requirements for the Work under the Contract Documents.
- 3) A Definable Feature of the Work (sometimes referred to as a DFW) is defined as a task which is separate and distinct from other tasks, and has the same control requirements and work crews. For purposes of this Exhibit F, the Definable Features of the Work are:

Demolition

- 4) Subcontractor shall, within 10 calendar days of execution of the Agreement (unless required earlier by the construction schedule), submit to Mortenson a site-specific Quality Management Plan covering all of the Work, including Work to be performed by subcontractors and suppliers at any tier to Subcontractor. The plan shall include the following:
 - a) An organizational chart of Subcontractor personnel assigned to the Project with roles and responsibilities, including the identity of the Quality Representative.
 - b) Identification of individuals responsible for performance of inspection of various aspects of the Work.
 - c) The name, qualifications, duties and responsibilities of each person assigned to a quality control function.
 - d) A description of subcontractor's procedure for ensuring that the most current drawing updates, specification updates, requests for information, changes to the Contract Documents, and requirements of approved shop drawings will be processed, tracked and communicated to both office and field team members and will be incorporated into the as-built documents.
 - e) A log to identify and track all testing required by the Contract Documents and applicable codes.
 - f) A complete list of closeout deliverables required under the Contract Documents, including operation and maintenance manuals, warranties, guarantees, and extra stock materials.
 - g) Checklists for all inspections required by the Quality Management Plan.

If Mortenson provides comments on the Quality Management Plan, Subcontractor shall address Mortenson's comment and resubmit the Quality Management Plan to Mortenson.

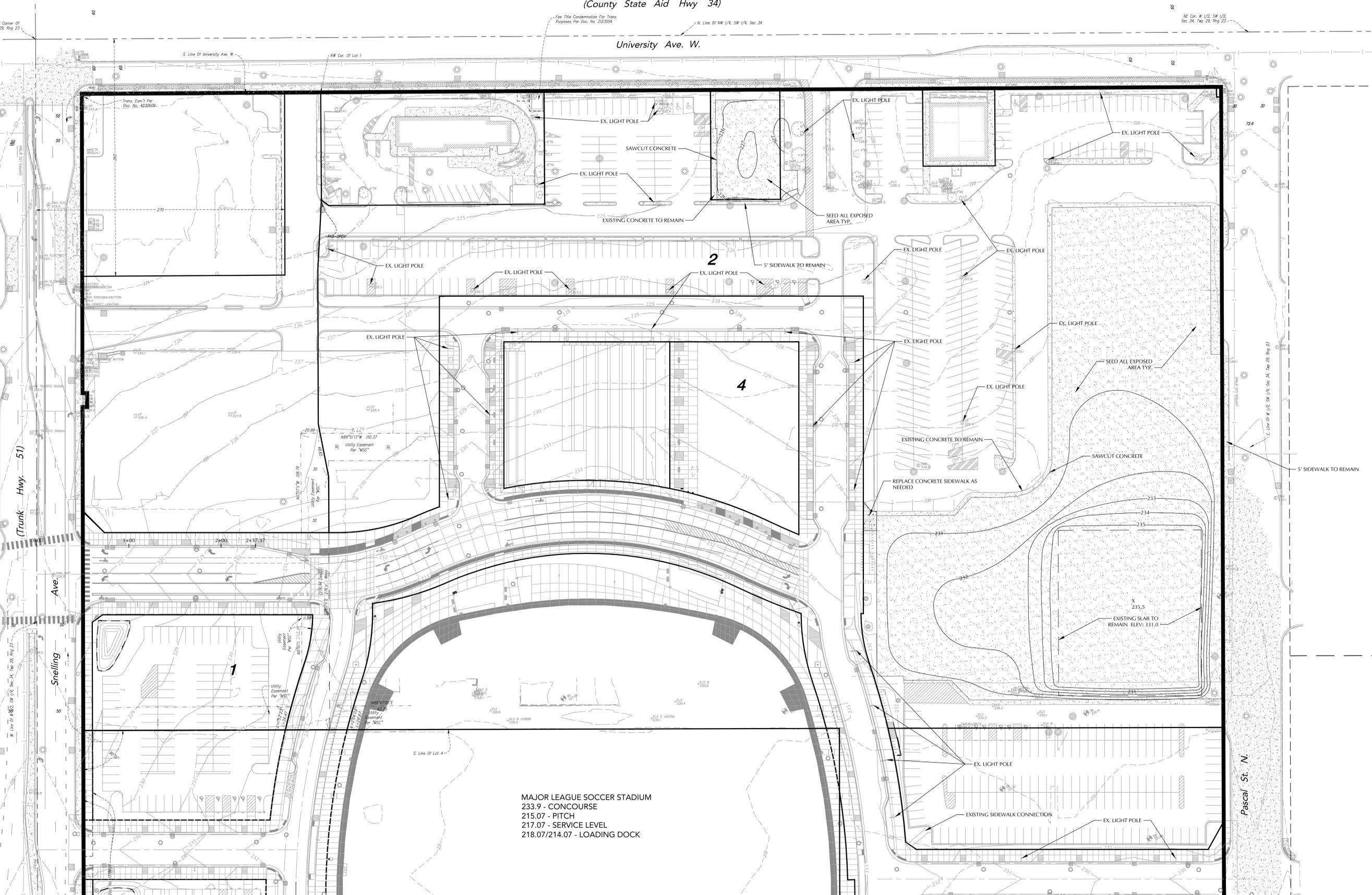
- 5) Subcontractor shall participate in a phase planning meeting with Mortenson and other subcontractors for the purpose of determining appropriate trade flow and further development of schedule details.
- 6) In collaboration with Mortenson, Subcontractor shall develop an integrated work plan for each Definable Feature of the Work describing how the Work (including Work performed by its subcontractors and suppliers at any tier to Subcontractor) will be installed. The integrated work plan shall outline requirements for the following:
 - a) Safety
 - b) Quality
 - c) Site utilization and access
 - d) Schedule and work sequences (including where the work will start and what direction the work will proceed)
 - e) Manpower and other resources
 - f) Utilities needed for performance of the Work
 - g) Equipment needed for performance of the Work
 - h) Establishing conformity of materials with the Contract Documents and approved shop drawings
 - i) Material handling
 - j) Industry standards, references and best practices
 - k) Installation processes.

The integrated work plan for each Definable Feature of the Work shall be submitted to Mortenson at least one week prior to the Preparatory Meeting. If Mortenson provides comments on the integrated work plan, Subcontractor shall address Mortenson's comments and resubmit the integrated work plan to Mortenson. Subcontractor shall train its installation crews on the content of the IWP and perform the Work in accordance with the IWP. If any modifications to the IWP are required as a result of changed or unforeseen conditions, a revised IWP shall be submitted to and reviewed with Mortenson prior to commencement of the Work affected by the changed or unforeseen conditions, unless otherwise directed by Mortenson in writing.

For each Definable Feature of the Work, Subcontractor shall participate in a pre-preparatory meeting and a preparatory meeting (the "Preparatory Meeting") to be scheduled by Mortenson prior to commencement of the applicable Work. The Quality Representative and the foreman or superintendent directly responsible for the installation of the applicable Work shall participate in the pre-preparatory meeting and the Preparatory Meeting. The purpose of the Preparatory Meeting will be to review the following in order to determine whether the installation is ready to proceed:

- a) requirements of the drawings and specifications;
 - b) verification that all submittals have been submitted and approved;
 - c) required inspections and testing;
 - d) the Integrated Work Plan;
 - e) status of completion of predecessor activities;
 - f) Delivery status of required materials and availability of required labor; and
 - g) other matters related to the installation of the Work.
- 7) Subcontractor shall schedule the preparation and submission of all submittals related to each Definable Feature of the Work to allow approval of such submittals prior to the Preparatory Meeting.
- 8) If during the Preparatory Meeting it is determined that Subcontractor is not ready to proceed with the installation of the DFW, Subcontractor shall participate in additional Preparatory Meetings until it is determined that Subcontractor is adequately prepared to commence with the applicable Work.
- 9) Subcontractor shall participate in and/or perform the following quality inspections of the Work (which may be at the Project site or at another location), at a minimum:
- a) An inspection of each mock up that may be required by the Subcontract or Contract Documents.
 - b) For each Definable Feature of the Work, an initial inspection (the "Initial Inspection") shall be conducted jointly by Mortenson and Subcontractor upon the completion of the installation of the first portion of the Work. The purpose of the Initial Inspection is to verify that the installation process is consistent with the requirements of the integrated work plan and that the Work conforms to the Contract Documents. If the installation process is not consistent with the integrated work plan, Subcontractor shall modify its installation process to conform to the integrated work plan or appropriately modify its integrated work plan. If the Work does not conform to the requirements of the Contract Documents, Subcontractor shall correct the Work immediately and in all cases before performing any additional Work.
 - c) If any modifications are required to be made to the to the IWP as a result of the Initial Inspection, Subcontractor shall submit the modified plan to Mortenson for Mortenson's review and comment prior to continuing with the installation.
 - d) Follow up inspections, to be performed by Subcontractor for each Definable Feature of Work as follows:
 - i) An inspection upon receipt of each delivery of equipment or materials that will be incorporated into the Work to ensure that the equipment or materials conform to the requirements of the Contract Documents.
 - ii) On-going inspections shall be performed periodically as the Work progresses, at least in definable areas determined by Mortenson (for example, by room, area, elevation, or other) or at a frequency determined by Mortenson.
 - iii) Cover-up inspections, before any in-wall work is covered up and made inaccessible by the successor trades. Cover-up Inspections shall be conducted, and all work identified as deficient shall be corrected before the Work is made inaccessible.
 - iv) A pre-final inspection, when Subcontractor believes that all Work is complete.

- v) A final inspection, after all non-conforming work previously identified has been corrected and Subcontractor believes the Work is complete, in order to verify that the Work is complete and acceptable.
 - e) For each inspection described above, Subcontractor shall use checklists and other quality control documents that may be required in the integrated work plan or the Contract Documents or that are jointly developed by Subcontractor and Mortenson.
- 10) Nothing in this Exhibit F shall be deemed to diminish in any way Subcontractor's responsibility for its means and methods, the quality and safety of the Work, performance of the Work as required by the construction schedule, or Subcontractor's compliance in all respects with the Contract Documents. Subcontractor retains sole responsibility for all such matters.
 - 11) Subcontractor shall maintain at the Project site and make available to Mortenson upon request any industry references, standards, best practices, or installation guidelines that are referenced by the Contract Documents or that directly pertain to the installation or acceptance of the Work.
 - 12) Subcontractor shall ensure that all tools and devices used for measuring installed Work are in good and operable condition and are precise enough to accurately measure the Work within specified tolerances. Measuring devices that are required to be calibrated shall be properly marked and the date of their calibration shall be displayed. Upon request by Mortenson, Subcontractor shall furnish documentation of calibration.
 - 13) Subcontractor shall maintain current as-built drawings (and building information models if such models are used by Subcontractor) as the Work progresses, and shall, at any time upon request, make them available for review by Mortenson or submit them to Mortenson.
 - 14) Unless they can demonstrate that they have already done so, the Quality Representative and all of Subcontractor's foremen shall participate in Mortenson's three-phase inspection training prior to the commencement of Work on site (or, if their involvement on the Project begins after commencement of the Work on site, within ___ weeks after their involvement with the Project begins).
 - 15) In addition to the activities required above, the Quality Representative shall also:



MAJOR LEAGUE SOCCER STADIUM
233.9 - CONCOURSE
215.07 - PITCH
217.07 - SERVICE LEVEL
218.07/214.07 - LOADING DOCK

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared under the Consultant's professional supervision and are not to be used for any other project. These CADD files shall not be used for any other project without the Consultant's approval. The Consultant shall not be held responsible for any errors or omissions in the CADD files. The Consultant shall not be held responsible for any damage to the Consultant's files or equipment caused by the user.

SUBMITTAL REVISIONS

06/04/21	SITE SWPPP
06/24/21	City Submittal
07/26/21	City Submittal

PROFESSIONAL SIGNATURE

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.

Valentina M. Anderson - PE
License No. 43423
Date 06/04/21

QUALITY CONTROL

Loucks Project No. 16028.0M
Project Lead JAS
Drawn By VMA
Checked By VMA
Review Date 06/04/21

SHEET INDEX

C3-2	SWPPP
C3-3	SWPPP NOTES
C3-4	SWPPP DETAILS

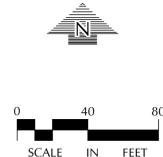
WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

BENCHMARK

TOP NUT OF FIRE HYDRANT 370 FEET SOUTH OF THE INTERSECTION OF UNIVERSITY AVENUE AND SNELLING AVENUE ON THE EAST SIDE OF SNELLING
T.M. ELEVATION = 228.15
ELEVATIONS SHOWN ARE BASED ON CITY OF ST. PAUL DATUM.
CONVERSION FACTOR TO 1929 NGVD, ADD 694.10.



CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

SITE PLAN
C2-1

MIDWAY MALL AND BIG TOP LIQUOR DEMOLITION

ST. PAUL, MN

RD MANAGEMENT

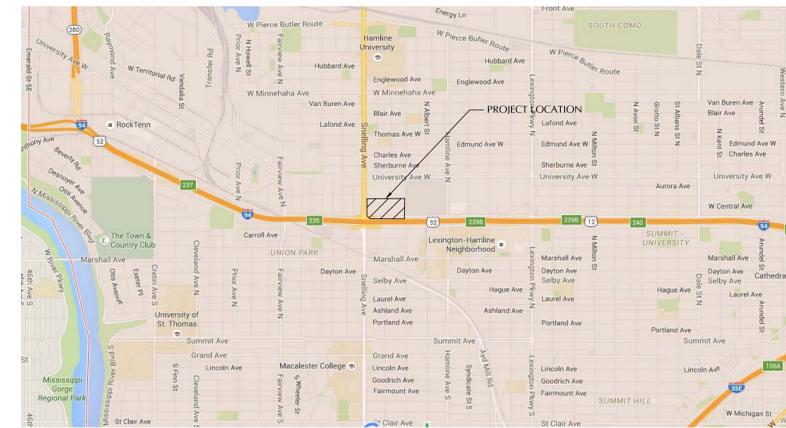
ST. PAUL

LOUCKS

PLANNING
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ENVIRONMENTAL

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Maple Grove, MN 55369
763.424.5505
www.louckscinc.com

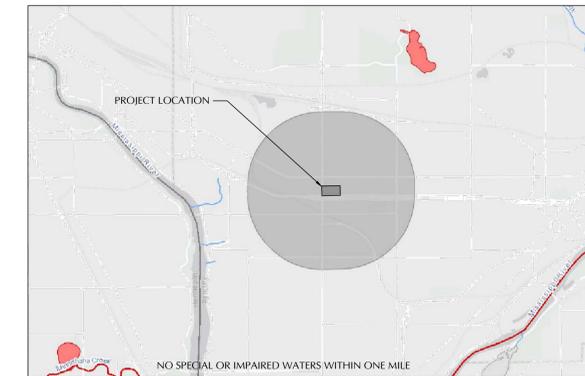
SITE VICINITY MAP



PROJECT LOCATION

COUNTY	TOWNSHIP	LATITUDE	LONGITUDE
HENNEPIN	116	44.8917	-93.4193

CONSTRUCTION STORMWATER SPECIAL WATERS SEARCH MAP



TYPICAL SUBSURFACE SOIL STRATUM

STRATUM	DEPTH TO BASE OF STRATUM BELOW EXISTING GRADE	MATERIAL DESCRIPTION
1	4 TO 10 INCHES	TOPSOIL
2	1 TO 30 FEET	CL
3	20 TO 40 FEET	SM

*SEE GEOTECH REPORT AS PART OF SWPPP FOR ADDITIONAL SOILS INFORMATION

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared under the supervision of a Licensed Professional Engineer. These CADD files shall not be used for any other project without the written approval of the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intellectual or proprietary rights, additions, or deletions to these CADD files shall be made at the risk of the party making such requests, additions, or deletions and the party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTALS/REVISIONS

06/04/21 SITE SWPPP

PROFESSIONAL SIGNATURE

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.

Valentina M. Anderson - PE
License No. 43423
Date 06/04/21

QUALITY CONTROL

Loucks Project No. 16028.0M
Project Lead JAS
Drawn By VMA
Checked By VMA
Review Date 06/04/21

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C3-2 SWPPP
C3-3 SWPPP NOTES
C3-4 SWPPP DETAILS

SWPPP LEGEND

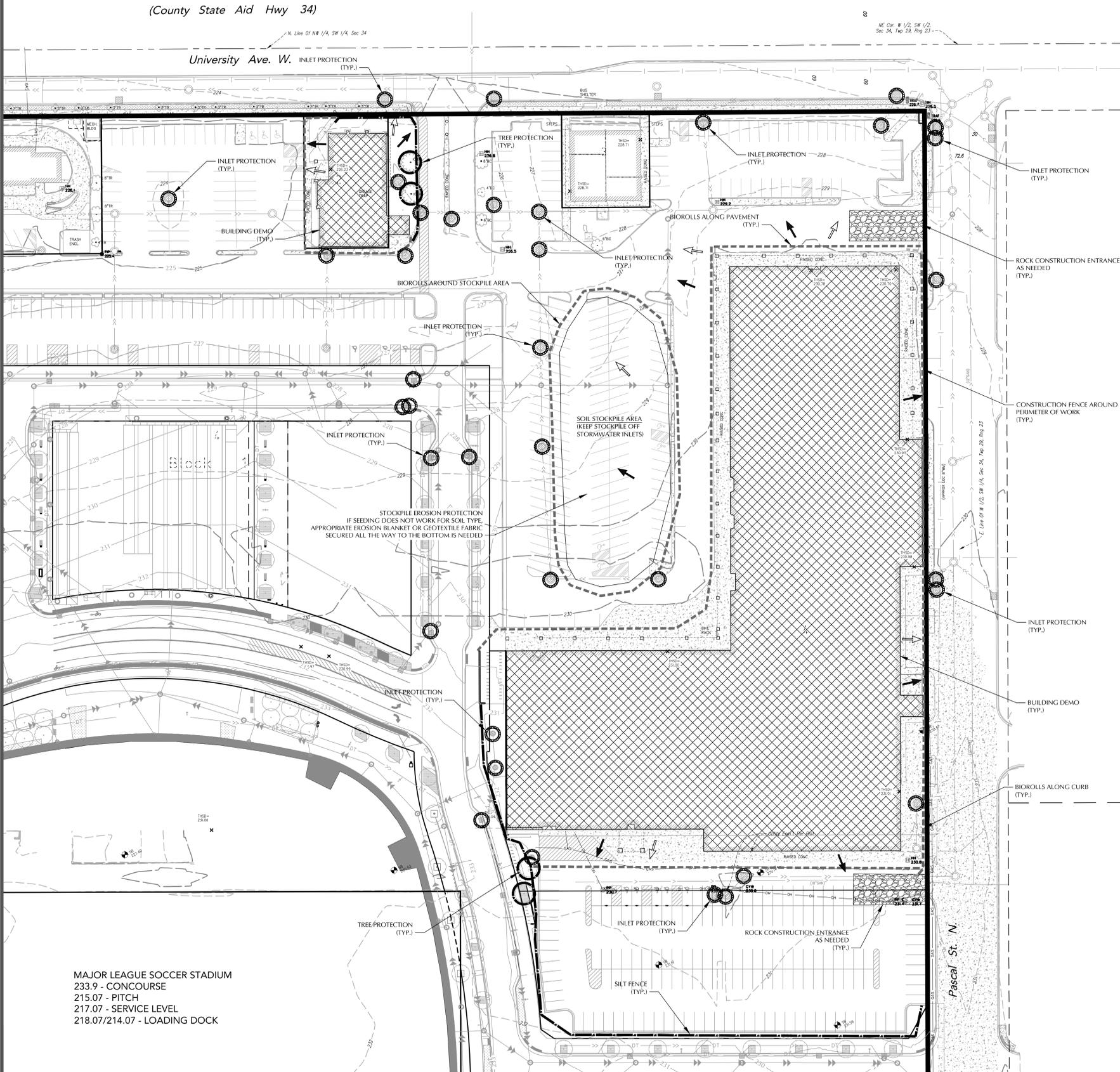
	SILT FENCE
	INLET PROTECTION
	EXISTING DRAINAGE PATTERN
	PROPOSED DRAINAGE PATTERN
	BIOROLLS

PERMANENT STORMWATER MANAGEMENT

	INFILTRATION
	STORMWATER HARVEST AND REUSE
	FILTRATION
	WET SEDIMENTATION BASIN
	REGIONAL PONDING

ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
TEMPORARY ROCK CONSTRUCTION ENTRANCE	EA	2
PREFABRICATED CONCRETE WASHOUT	EA	N/A
FILTRATION	LF	1,500
BIOROLLS	LF	4,000
INLET PROTECTION	EA	40
SEEDING	AC	3.0



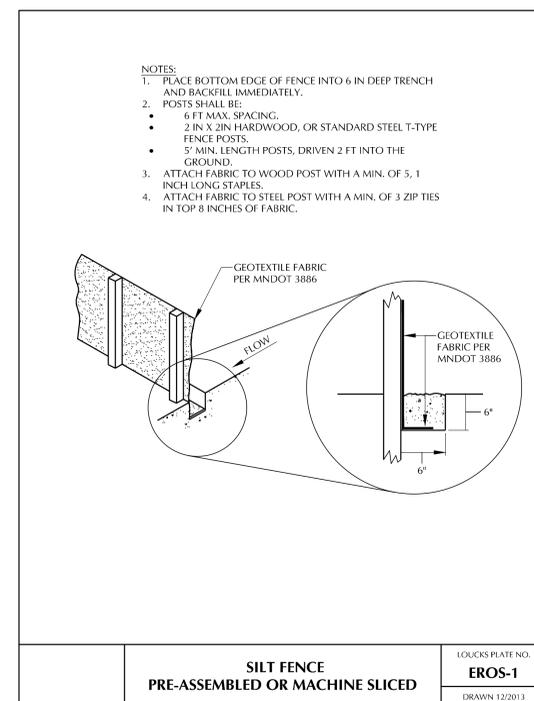
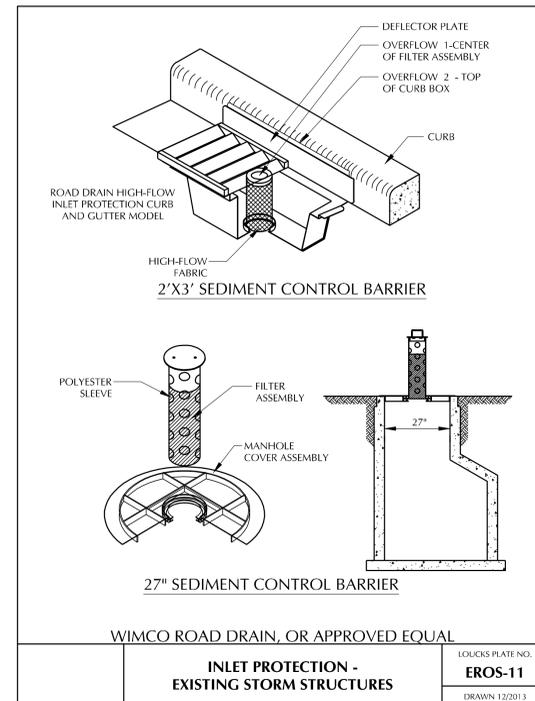
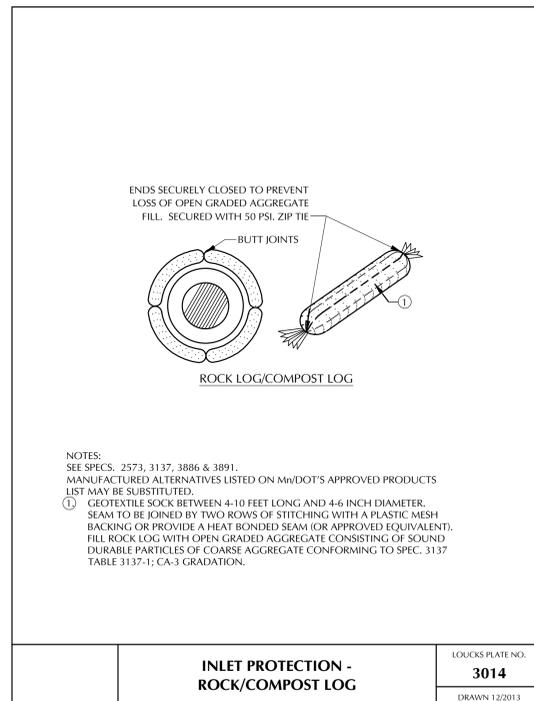
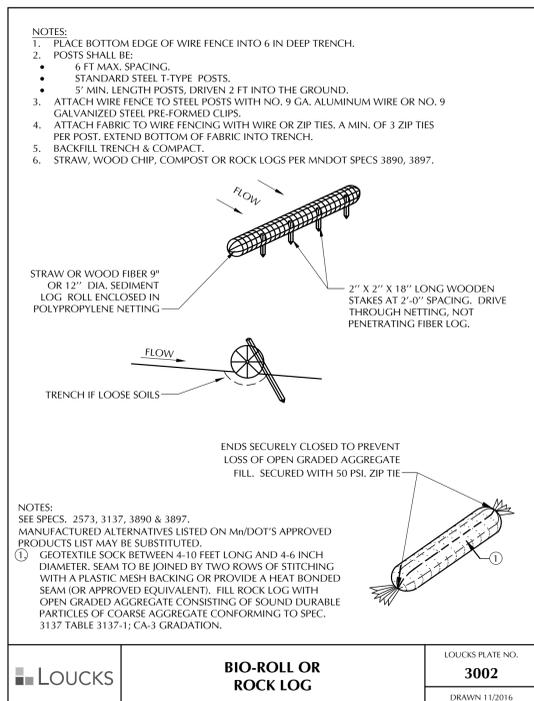
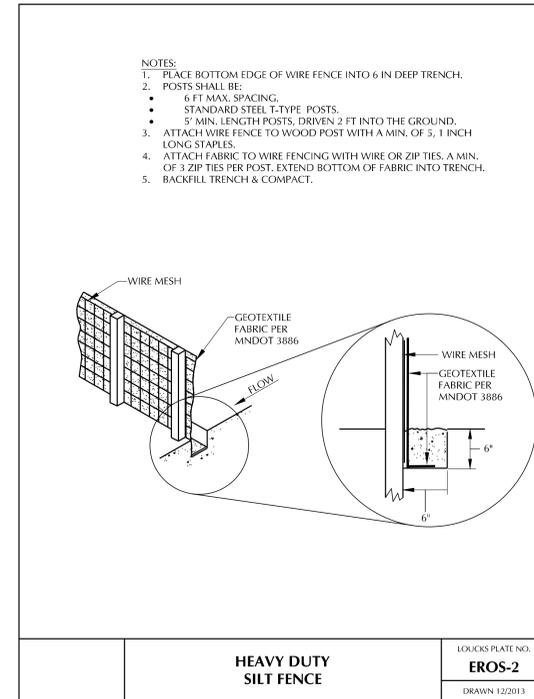
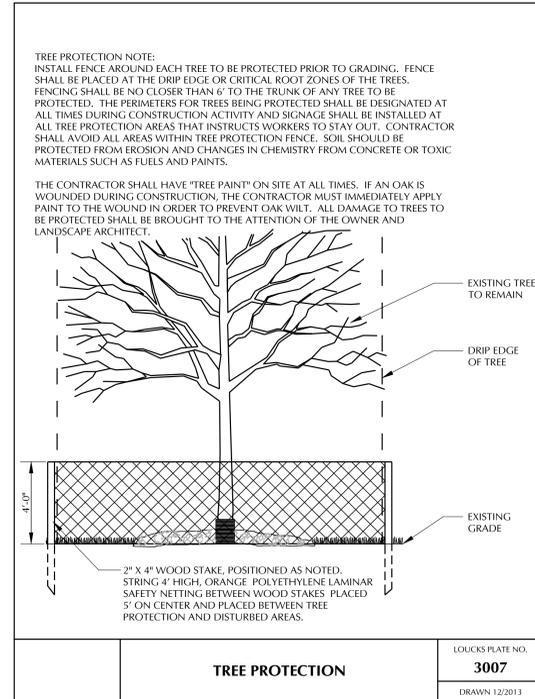
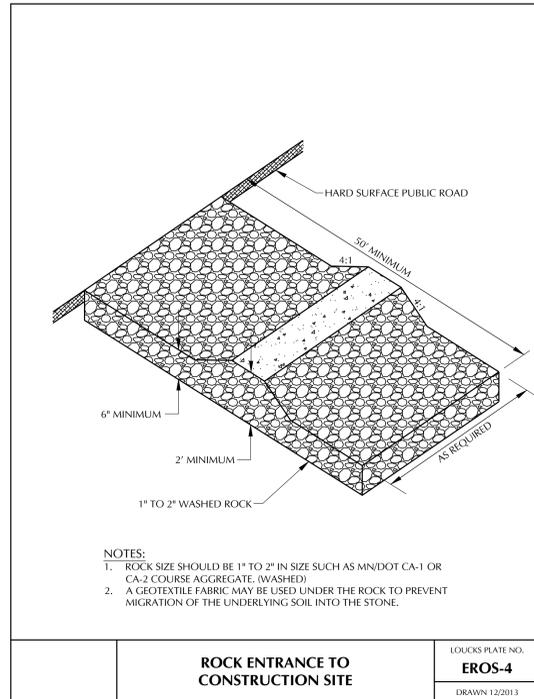
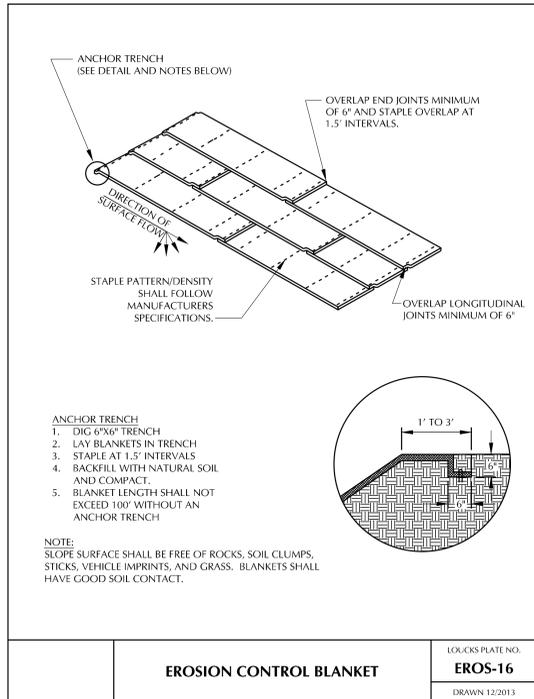
MAJOR LEAGUE SOCCER STADIUM
233.9 - CONCOURSE
215.07 - PITCH
217.07 - SERVICE LEVEL
218.07/214.07 - LOADING DOCK

BENCHMARK
TOP NUT OF FIRE HYDRANT 370 FEET SOUTH OF THE INTERSECTION OF UNIVERSITY AVENUE AND SNELLING AVENUE ON THE EAST SIDE OF SNELLING
TNH ELEVATION = 228.15
ELEVATIONS SHOWN ARE BASED ON CITY OF ST. PAUL DATUM. CONVERSION FACTOR TO 1929 NGVD, ADD 694.10.

WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.
THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

STORM WATER POLLUTION PREVENTION PLAN
C3-2



CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional services for use solely with respect to this project. These CADD files shall not be used for any other project without the written approval of the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intellectual or contractual matters, additions, or deletions to these CADD files shall be made in the field of the party making such revisions, additions or deletions and the party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

06/04/21 SITE SWPPP

PROFESSIONAL SIGNATURE

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.

Valentina M. Anderson - PE 43423
License No. 06/04/21
Date

QUALITY CONTROL

Loecks Project No. 16028.0M
Project Lead JAS
Drawn By VMA
Checked By VMA
Review Date 06/04/21

SHEET INDEX

C3-2 SWPPP
C3-3 SWPPP NOTES
C3-4 SWPPP DETAILS

Hazardous Building Materials Inspection Report

Midway Shopping Center
1460-1536 University Avenue and 415 Pascal Street North
St. Paul, Minnesota

Prepared for

Kaplan, Strangis and Kaplan, P.A.



July 23, 2020

Project B1600941.06 (Revised)

Mr. Bruce J. Parker
Kaplan, Strangis and Kaplan, P.A.
730 Second Avenue South, Suite 1450
Minneapolis, MN 55402-2475

Re: Hazardous Building Materials Inspection
Midway Shopping Center
1460-1536 University Avenue, Space 8 and 415 Pascal Street North
St. Paul, Minnesota

Dear Mr. Parker:

The enclosed report provides the results of the Hazardous Building Materials Inspection conducted on June 10, June 17, July 6, July 21 and July 23, 2020 at the Midway Shopping Center. The inspection services focused on the fire damaged tenant spaces located at 1460-1536 University Avenue, Space 8 and 415 Pascal Street North in St. Paul, Minnesota (Site). This report also incorporates previous sample collection data completed between February 22 and 25, 2016 that addressed the remaining areas of the Midway Shopping Center building. Braun Intertec Corporation was verbally authorized in accordance with our previous agreements and in accordance with the terms of our proposal dated July 20, 2020.

The following outline provides the structure of the report.

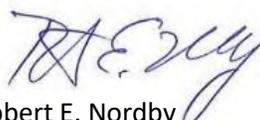
- Scope of Services
- Site Description
- Results
- Discussion
- Limitations

If you have any questions or need further assistance, please call Ken Larsen at 952.995.2455.

Sincerely,

BRAUN INTERTEC CORPORATION


John W. Hauschildt
Field Scientist


Robert E. Nordby
Group Manager, Senior Scientist

Attachments:

Hazardous Building Materials Inspection Report

AA/EOE

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- A: Table I. Asbestos Building Inspection Results
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- C: Bulk Asbestos Analysis Reports
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A. Scope of Services

The scope of our services was limited to:

- Visually examine accessible areas and identify locations of suspect asbestos-containing materials (ACM), polychlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous material, specifically in the East “L” Section (fire damaged areas) of the Midway Shopping Center. Due to the fire damage, access to the entire structure was limited in scope.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos.
- 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 estimated ACM quantities.
- Generate a final report documenting the sample locations, analysis results, conditions, estimated ACM quantities and recommendations.

B. Site Description

The subject of the inspection conducted between June 10 and 17, 2020 consisted of the fire damaged portions of the Midway Shopping Center building, specifically the tenant spaces located at 1460-1536 University Avenue and 415 Pascal Street North in St. Paul, Minnesota. The shopping center structure is a mixed use of retail spaces and restaurant spaces and at the time of this inspection, these spaces were not in use with no power or water due to damage done.

- The tenant space at 1460 University, T-Mobile, encompasses approximately 2,441 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.
- The small tenant space at 1462 University, ATM Bank of America Kiosk, encompasses approximately 1,283 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.
- The tenant space at 1464 University, Shrimp Shack restaurant, encompasses approximately 1,155 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, ceramic floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.
- The tenant space at 1464.5 University, Golden Gate restaurant, encompasses approximately 1,125 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, ceramic floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.

- The tenant space at 1466 University, Le Nails, encompasses approximately 1,125 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, ceramic floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.
- The tenant space at 1468 University, Payless Shoe Store, encompasses approximately 3,514 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, ceramic floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.
- The tenant space at 1470 University, GNC nutrition store, encompasses approximately 1,278 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Light smoke and water damage present at the time of this inspection.
- The tenant space at 1472 University, US Army recruiting, encompasses approximately 1,314 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke damage present at the time of this inspection.
- The tenant space at 1474 University, Great Clips, encompasses approximately 1,500 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke damage present at the time of this inspection.
- The tenant space at 1474B University, Rainbow clothing, encompasses approximately 6,930 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke and water damage present at the time of this inspection.
- The tenant space at 1484 University, Foot Locker, encompasses approximately 15,278 square feet and is constructed of wood, plaster, concrete and steel. The space had a basement level consisting of storage, office and a boiler room. The basement was heavily damaged with standing water and fire debris along floors. The main level, retail and offices, sustained major fire and water damage and was unstable at the time of this inspection. The typical interior finishes included sheetrock/joint compound, plaster, floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke and water damage present at the time of this inspection.
- The tenant space at 1484B University, Game Stop, encompasses approximately 2,520 square feet and is constructed of wood, concrete and steel. The main level, retail, sustained major fire and water damage and was very unstable at the time of this inspection. The typical interior finishes included sheetrock/joint compound, plaster, carpet and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke and water damage present at the time of this inspection.

- The tenant space at 1486 University, To New York, encompasses approximately 4,200 square feet and is constructed of wood, plaster, concrete and steel. The space had a basement level consisting of storage and restrooms. The typical interior finishes included sheetrock/joint compound, plaster, carpet and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke and water damage present at the time of this inspection.
- The tenant space at 1488 University, Peking Garden Restaurant, encompasses approximately 6,976 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound, ceramic floor tile and lay-in ceiling panels. The space was not in use at the time of the inspection. Heavy smoke and some water damage present at the time of this inspection.
- The tenant Space 8, east side on Pascal Street North, former Urburn Boatbuilders, encompasses approximately 2,710 square feet and is constructed of wood, concrete and steel. The typical interior finishes included sheetrock/joint compound and plaster walls. The space was not in use at the time of the inspection. Heavy smoke and some water damage present at the time of this inspection.

This report also incorporates the results of previous survey and sample collection data completed between February 22 and 25, 2016 that addressed the remaining areas of the Midway Shopping Center building. The table below lists the tenant spaces that were surveyed as part of the initial Midway Shopping Center hazardous building materials inspection dated February 22-25, 2016.

Tenant Name	Address	Space #	Site Info	Size (sq. ft.)
Office Max	1490 University Ave. W.	#19	Former pool under slab	25,800
Mimi's Beauty Salon	1500 University Ave. W.	#16	Slab-on Grade	1,200
Dance Studio (southside)	1522 University Ave. W.	#15	Slab-on Grade	3,467
H&R Block	1524 University Ave. W.	#14	Slab-on Grade	2,290
Sally's Beauty Supply	1526 University Ave. W.	#13	Slab-on Grade	2,000
Family Dollar	1536 University Ave. W.	#12	Basement – Bowling Alley	9,960
Dancer's Studio	415 Pascal Street North	#17	Slab-on Grade	1,000
MidPointe Event Center	415 Pascal Street North	#18	Slab-on Grade	10,095

The following is a detailed summary of building finishes:

- Structures were constructed of metal, concrete and concrete block foundation walls
- Interior finishes included sheetrock/joint compound, floor tile, ceiling panels and carpeting
- Building sections (1490-1566) - rubber roof system, vinyl roofing (EPDM) and built-up asphalt
- Building sections (1574-1576) - built-up asphalt roof system

C. Results

C.1. Asbestos

Sixty-four (64) bulk samples from fifty-six (56) homogeneous materials were collected on June 10 and 17, 2020; additional thirty-one (31) samples from twenty-seven (27) homogeneous materials were collected July 6, 21 and 23, 2020; and submitted to EMSL Analytical, Inc., a microscopy laboratory that is fully accredited for bulk analysis. This report also contains laboratory results from previous sample collections conducted on February 22-26, 2016 and submitted to Pace Analytical, Inc., a microscopy laboratory that is fully accredited for 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 (ACM by regulatory definition):

1460 University Ave. (T. Mobile)

- No ACM was detected in the samples tested as part of this inspection.

1462 University Ave. (ATM-Bank of America)

- 1-inch to 8-inch pipe fitting insulation (gray fibrous) above bathroom contains 15 percent (%) chrysotile (asbestos) and <1% actinolite (asbestos).

1464 University Ave. (Shrimp Shack)

- No ACM was detected in the samples tested as part of this inspection.

1464.5 University Ave. (Golden Gate)

- No ACM was detected in the samples tested as part of this inspection.

1466 University Ave. (Le Nails)

- No ACM was detected in the samples tested as part of this inspection.

1468 University Ave. (Payless Shoes)

- No ACM was detected in the samples tested as part of this inspection.

1470 University Ave. (GNC)

- No ACM was detected in the samples tested as part of this inspection.

1472 University Ave. (US Army Recruiting)

- No ACM was detected in the samples tested as part of this inspection.

1474 University Ave. (Great Clips)

- No ACM was detected in the samples tested as part of this inspection.

1474B University Ave. (Rainbow Clothing)

- No ACM was detected in the samples tested as part of this inspection.

1484 University Ave. (Foot Locker)

- 1-inch to 8-inch pipe fitting insulation (gray fibrous) in the basement boiler room contains 15 percent (%) chrysotile and <1% actinolite.
- 9-inch by 9-inch floor tile (brown) in the basement contains 4% chrysotile and the associated mastic (black) contains 5% chrysotile.
- Boiler breeching insulation (white fibrous) in basement boiler room contains 15% amosite (asbestos) and 5% chrysotile.
- Boiler jacket insulation (white/tan fibrous) in the basement boiler room contains 15% amosite (asbestos) and 5% chrysotile in the white fibrous layer and <1% actinolite and 15% chrysotile in the tan fibrous layer.

1484B University Ave. (Game Stop)

- No ACM was detected in the samples tested as part of this inspection.

1486 University Ave. (To New York)

- 9-inch by 9-inch floor tile (red), in the back room, stairwell and basement contains 6% chrysotile
- 12-inch by 12-inch floor tile (beige), in the back room contains 3% chrysotile.
- Mastic (black), associated with 12-inch by 12-inch floor tile (tan), in the back are restroom contains 8% chrysotile.
- Duct vibration dampener (white, fibrous), in the basement contains 45% chrysotile.
- Insulation (white, fibrous), fire door in the basement stairwell bottom contains 65% chrysotile.

1488 University Ave. (Peking Garden)

- No ACM was detected in the samples tested as part of this inspection.

1490 University Ave. W – Office Max (Space #18)

- No ACM was detected in the samples tested in previous inspection.

1500 University Ave. W – Mimi's Beauty Salon (Space #16)

- No ACM was detected in the samples tested in previous inspection.

1520 University Ave. W – Back Hallway From 1554-1564 University Ave. W

- No ACM was detected in the samples tested in previous inspection.

1522 University Ave. W – Midway Dance Center (Space #15)

- No ACM was detected in the samples tested in previous inspection.

1524 University Ave. W – H&R Block (Space #14)

- No ACM was detected in the samples tested in previous inspection.

1526 University Ave. W – Sally Beauty Supply (Space #13)

- No ACM was detected in the samples tested in previous inspection.

1536 University Ave. W – Family Dollar (Space #12)

- 1-inch to 6-inch pipe fitting insulation on fiberglass insulated piping in the basement contains 10 percent chrysotile, 7 percent amosite, and <1 percent crocidolite (asbestos).
- Adhesive associated with 1-inch ceramic floor tile with grout (green) in the basement contains 3 percent chrysotile.
- Boiler system (metal) the basement boiler room (assumed; due to access constraints).
- Boiler Room, residual asbestos debris from previous abatement activities.

415 Pascal St. N – Dance Studio (Space #17 & #18)

- No ACM was detected in the samples tested in previous inspection.

Pascal St. N – Unburn Boatbuilders (Space #8)

- No ACM was detected in the samples tested as part of this inspection.

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-ACM by regulatory definition):

1460 University Ave. (T. Mobile)

- 12-inch by 12-inch floor tile (gray), with associated adhesive (tan)
- 2-foot by 2-foot ceiling panels (pocked)
- Sheetrock and joint compound
- Vinyl plank flooring (brown), with associated adhesive (rust)

1462 University Ave. (ATM-Bank of America)

- 12-inch by 12-inch floor tile (brown) with mastic (black)
- 12-inch by 18-inch ceramic floor tile (tan/brown) with grout
- 2-foot by 4-foot ceiling panels (pinhole)
- 2-foot by 4-foot ceiling panels (sheetrock)
- 4-inch by 4-inch ceramic tile (reddish) with grout
- Adhesive (tan) under fiberglass wall panels
- Rubber (black) sealant on window frames
- Sheetrock/joint compound
- Vinyl base board (brown) with adhesive (gray)

1464 University Ave. (Shrimp Shack)

- 2-foot by 2-foot ceiling panels (pocked)
- Ceramic floor tile/grout/mortar (red)
- Ceramic floor tile/grout/mortar (wood grain)
- Fiberglass wall panel (white), with associated adhesive (tan)
- Sheetrock and joint compound

1464.5 University Ave. (Golden Gate)

- 2-foot by 4-foot ceiling panels (textured)
- Ceramic floor tile/grout/mortar (red)
- Fiberglass wall panel (white), with associated adhesive (tan)
- Sheetrock and joint compound

1466 University Ave. (Le Nails)

- 2-foot by 4-foot ceiling panels (pocked)
- Sheetrock and joint compound

1468 University Ave. (Payless Shoes)

- 12-inch by 12-inch floor tile (white), with associated adhesive (tan)
- 2-foot by 4-foot ceiling panels (white, pinhole)
- Adhesive (tan), carpet
- Ceramic floor tile/grout/mortar (brown)
- Sheetrock and joint compound

1470 University Ave. (GNC)

- 12-inch by 12-inch floor tile (gray), with associated adhesive (tan)
- 2-foot by 4-foot ceiling panels (pocked)
- Floor tile (tan), sublayer with associated adhesive (tan)
- Sheetrock and joint compound
- Vinyl baseboard (black), with associated adhesive (tan)
- Vinyl baseboard (gray), with associated adhesive (tan)

1472 University Ave. (US Army Recruiting)

- 12-inch by 12-inch floor tile (gray), with associated mastic (black)
- 2-foot by 4-foot ceiling panels (white, fissured)
- Adhesive (tan), carpet
- Ceramic floor tile/grout/mortar (green)
- Sheetrock and joint compound
- Vinyl baseboard (black), with associated adhesive (tan)

1474 University Ave. (Great Clips)

- 12-inch by 12-inch floor tile (tan), with associated adhesive (tan)
- 2-foot by 4-foot ceiling panels (white, pocked)
- Fiberglass wall panel (white), with associated adhesive (tan)
- Sheetrock and joint compound
- Underlayment (white), under wood floor
- Vinyl baseboard (gray), with associated adhesive (tan)

1474B University Ave. (Rainbow Clothing)

- 12-inch by 12-inch floor tile (tan), with associated mastic (black)
- 2-foot by 4-foot ceiling panels (white, pinhole)
- Floor filler
- Sheetrock and joint compound

1484 University Ave. (Foot Locker)

- Plaster material
- Sheetrock and joint compound

1484B University Ave. (Game Stop)

- 2-foot by 4-foot ceiling panels
- Sheetrock and joint compound

1486 University Ave. (To New York)

- 12-inch by 12-inch floor tile (tan)
- 1-foot by 1-foot ceiling tile (fissured), and associated adhesive pucks (brown)
- 2-foot by 4-foot ceiling panels (pocked)
- Adhesive (tan), beneath carpet
- Ceramic floor tile/grout/mortar (white)-**See Note**
- Ceramic wall tile/grout/mortar (blue)
- Fiberglass wall panel (white), with associated adhesive (tan)
- Mastic associated with 9-inch by 9-inch floor tile (red)
- Mastic associated with the 12-inch by 12-inch floor tile (beige)
- Plaster
- Sheetrock and joint compound
- Sheetrock, above ceiling panels and ceiling tiles
- Vinyl baseboard (beige), and associated adhesive (tan)
- Vinyl stair tread (tan), with associated adhesive (tan)

1488 University Ave. (Pe King)

- 2-foot by 4-foot ceiling panels (sheetrock)
- 2-foot by 2-foot ceiling panels (pocked)
- Ceramic floor tile/grout/mortar (brown)
- Ceramic floor tile/grout/mortar (red)
- Sheetrock and joint compound
- Vinyl plank flooring (brown)
- Wall texture

1490 University Ave. W – Office Max (Space #18)

- 12-inch by 12-inch floor tile (gray), with associated mastic (black)
- 12-inch by 12-inch floor tile (white with streaks), with associated mastic (black)
- 2-foot by 4-foot ceiling panels (fissured)
- Sheetrock and joint compound
- Sink undercoating (black)
- Trowelled-on beam fireproofing
- Vinyl baseboard (brown), with associated adhesive (brown)

1500 University Ave. W – Mimi's Beauty Salon (Space #16)

- 12-inch by 12-inch floor tile (blue flecked), with associated adhesive (tan)
- 2-foot by 4-foot ceiling panels (pocked, fissured)

1522 University Ave. W – Midway Dance Center (Space #15)

- 12-inch by 12-inch floor tile (brown-flecked), with associated adhesive (brown)
- 2-foot by 4-foot ceiling panels (pocked)
- Sheetrock and joint compound

1524 University Ave. W – H&R Block (Space #14)

- 12-inch by 12-inch floor tile (beige-flecked), with associated adhesive (tan)
- Adhesive (gray), carpet

1526 University Ave. W – Sally Beauty Supply (Space #13)

- 12-inch by 12-inch floor tile (brown), self-adhesive
- 2-foot by 4-foot ceiling panels (fissured)
- 2-foot by 4-foot ceiling panels (pocked)
- Caulking (gray), window
- Caulking (red), firestop
- Ceramic floor tile/grout/mortar (tan/gray)
- Floor tile (gray), and associated mastic (black), under carpet
- Flooring with associated mastic (black)
- Sheetrock and joint compound
- Terrazzo flooring
- Vinyl sheet flooring (brown wood grain)

1536 University Ave. W – Family Dollar (Space #12)

- 12-inch by 12-inch floor tile (gray-flecked), with associated adhesive (brown)
- 2-foot by 4-foot ceiling panel (pocked)
- Ceramic wall tile/grout (gray)
- Chimney brick
- Chimney refractory
- Duct insulation, fiberglass
- Plaster
- Sheetrock and joint compound
- Sheetrock, above plaster
- Air handler duct caulking (black) – **See Note**

415 Pascal St. N – Dance Studio (Space #17 & #18)

- 12-inch by 12-inch floor tile (white), self-adhesive
- 12-inch by 18-inch floor tile/grout/adhesive (gray)
- 1-inch by 1-inch floor tile/grout/mortar (white)
- 2-foot by 4-foot ceiling panels (fissured, 2' by 2' appearance)
- 6-inch by 6-inch ceramic floor tile/grout/adhesive (tan)
- Ceramic wall/floor tile/grout/adhesive (white)
- Duct sealant (gray)
- Floor tile (green), with associated adhesive (tan), under carpet
- Floor tile (tan), with associated adhesive (tan), under floor tile (green)
- Vinyl baseboard (black), with associated adhesive (tan)

Pascal St. N – Former Urburn Boatbuilders (Space #8)

- Sheetrock/joint compound
- Plaster material

Note: Analytical results from these samples indicated less than 1% Chrysotile asbestos. The samples were analyzed via Polarized Light Microscopy (PLM) with quantification by the 400 Gravimetric Point Count procedures. The U.S. Environmental Protection Agency (EPA) and Minnesota Department of Health (MDH) consider any building material found to contain 1 percent or less asbestos to be “non-asbestos containing material.” However, the OSHA Asbestos Standard - Code of Federal Regulations (CFR) 1910.1001 applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of

asbestos involved. Contractors should be informed of the presence of asbestos and that they will be required to comply with the OSHA standard.

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 ACM, an estimated amount of each suspect material for the functional space, material conditions, 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 B. Bulk asbestos analysis was conducted in accordance with U.S. Environmental Protection Agency (U.S. EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. 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.2.a. Polychlorinated Biphenyls

- Capacitors
- Light ballasts

C.2.b. Mercury

- Batteries – smoke detectors, emergency lighting, and security system
- Electrical Systems – electrical panels, load meters, supply relays, control switches
- Heating – boiler controls, unit heater controls, thermostats
- Lighting – fluorescent lamps, high-intensity discharge and high-pressure sodium lamps

C.2.c. Chlorofluorocarbons and Hydrochlorofluorocarbons

- Refrigerants – Heating Ventilation Air Conditioning (HVAC) units, air-conditioning units

C.2.d. Hazardous Waste

- Chemicals – boiler chemicals, paints cans, aerosol paints, thinners/solvents
- Petroleum products – oils in miscellaneous motors and door closers, spray lubricants

C.2.e. Miscellaneous

- Air compressors
- Door closers
- Electronic equipment
- Microwave ovens
- Miscellaneous cleaning supplies
- Overhead garage door openers
- Silicon spray lubricant
- Motors / pumps
- Refrigerators / freezers
- Switch gear
- Walk-in coolers
- Televisions, computers, monitors
- Water heaters

D. Discussion

D.1. Asbestos

D.1.a. Friable Asbestos-Containing Materials

The following ACM are classified as friable materials according to EPA 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants (NESHAPs):

1462 University Ave. (ATM-Bank of America)

- 1-inch to 8-inch pipe fitting insulation (gray fibrous) above bathroom

1484 University Ave. W (Foot Locker)

- 1-inch to 8-inch pipe fitting insulation (gray fibrous) in the basement boiler room
- Boiler breeching insulation (white fibrous) in basement boiler room
- Boiler jacket insulation (white/tan fibrous) in the basement boiler room

1486 University Ave. (To New York)

- Duct vibration dampener (white, fibrous), in the basement
- Insulation (white, fibrous), fire door at basement stairwell bottom

1536 University Ave. W (Family Dollar, Space #12)

- 1-inch to 6-inch pipe-fitting insulation on fiberglass insulated piping in the basement
- Boiler system (metal) in the basement boiler room (assumed; due to access constraints).
- Boiler Room, residual asbestos debris from previous abatement activities.

The above friable ACMs were observed to be in good condition at the time of our inspection. These materials should be maintained in good condition to prevent potential exposure to asbestos. Friable ACMs are to be removed prior to disturbance by demolition in accordance with applicable state and federal regulations.

D.1.b. Category I Non-Friable Asbestos-Containing Materials

The following ACM are classified as Category I non-friable ACM according to EPA NESHAPs:

1484 University Ave. W (Foot Locker)

- 9-inch by 9-inch floor tile (brown) in the basement and the associated mastic (black)

1486 University Ave. (To New York)

- 9-inch by 9-inch floor tile (red), in back area, stairwell and basement
- 12-inch by 12-inch floor tile (beige), in the back area
- Mastic associated with the 12-inch by 12-inch floor tile (tan), in the back-area restroom

The above Category I non-friable ACMs were observed to be in good condition at the time of our inspection. 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. 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: The possibility exists for ACM to be present in currently inaccessible chases, wall cavities, above hard ceilings, inside block walls and exterior foundations.

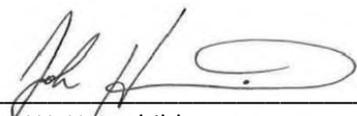
Note: Concrete block walls and concrete foundations were noted at the time of the inspection. It should be noted that "vermiculite" insulation may be present inside the concrete block and/or under concrete slab-on grade floors. Additionally, the potential exists for waterproofing materials, sealants and adhesives may be present on the exterior foundation walls and/or below grade footings. For the purpose of this report, all insulation, sealants and adhesives associated the below grade foundation/footing systems shall be assumed to contain asbestos until proven otherwise by sampling and analysis.

Braun Intertec will not be liable for any past, existing, or future damage to the roofing systems, the building structures, or the contents of the building.

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 D.

Signature:  Date: July 23, 2020
John W. Hauschildt
Field Scientist IV
Minnesota Department of Health Asbestos Inspector No: AI2877

Appendix A

Table I. Asbestos Building Inspection Results



The Science You Build On.

Table I. Asbestos Building Inspection Results

Client: Snelling Midway Redevelopment, LLC

Location: Midway Shopping Center (1460-1536 University Ave. and 415 Pascal St. N.)

Date of Inspections: June 10, June 17 and July 6, 21, 23, 2020 (Including 2016 Results)

Project: B1500941.06

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
1460 University Avenue W. (T-Mobile)						
Sales Floor	Vinyl plank flooring (brown) with adhesive (rust)	No	1460-1	1,800 Ft. ²	ND	0
Sales Floor	Sheetrock / joint compound	No	1460-2	Throughout	ND	0
Sales Floor	12-inch by 12-inch floor tile(gray) with adhesive (tan)	No	1460-3	100 Ft. ²	ND	0
Sales Floor	2-foot by 2-foot ceiling panel (pocked)	No	1460-4	1,850 Ft. ²	ND	0
Lobby	Vinyl plank flooring (brown) with adhesive (rust)	No	1460-5	60 Ft. ²	ND	0
Lobby	Sheetrock/joint compound	No	1460-6	300 Ft. ²	ND	0
1462 University Avenue W. (ATM Space - Bank of America)						
ATM Space (Walls)	Sheetrock/joint compound	No	1462-1	Throughout	ND	0
ATM Front Room (Center)	12-inch by 18-inch ceramic floor tile (tan/brown) with grout	No	1462-2	150 Ft. ²	ND	0
ATM Service Room (North)	2-foot by 4-foot ceiling panels (pinhole)	No	1462-3	150 Ft. ²	ND	0
ATM Service Room (North)	12-inch by 12-inch floor tile (brown) with mastic (black)	No	1462-4	175 Ft. ²	ND	0
ATM Service Room (North)	Vinyl base board (brown) with adhesive (gray)	No	1462-5	60 Lin. Ft.	ND	0
ATM Front Room (Center)	Rubber (black) sealant on window frames	No	1462-6	80 Lin. Ft.	ND	0
ATM Rear Bathroom	2-foot by 4-foot ceiling panels (sheetrock)	No	1462-7	75 Ft. ²	ND	0
ATM Rear Bathroom	4-inch by 4-inch ceramic tile (reddish) with grout	No	1462-8	75 Ft. ²	ND	0
ATM Rear Bathroom	Adhesive (tan) under fiberglass wall panels	No	1462-9	300 Ft. ²	ND	0
ATM Rear Bathroom	1-inch to 8-inch Pipe fitting insulation (gray fibrous)	Yes	1484-3A-C	12 Fittings	ND	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
1464 University Avenue W. (Shrimp Shack)						
Dining Area	2-foot by 2-foot ceiling panel (pocked)	No	1464-1	1,000 Ft. ²	ND	0
Dining Area	Fiberglass wall panel (white) with adhesive (tan)	No	1474-5	800 Ft. ²	ND	0
Kitchen	Ceramic floor tile/grout/mortar (red)	No	1464.5-2	400 Ft. ²	ND	0
Dining and Kitchen	Sheetrock / joint compound	No	1464-3	Throughout	ND	0
Dining Area	Ceramic floor tile/grout/mortar (wood grain)	No	1464-2	1,000 Ft. ²	ND	0
1464.5 University Avenue W. (Golden Gate)						
Dining Area	2-foot by 4-foot ceiling panel (textured)	No	1464.5-1	1,400 Ft. ²	ND	0
Kitchen Area	Ceramic floor tile/grout/mortar (red)	No	1464.5-2	800 Ft. ²	ND	0
Dining and Kitchen	Sheetrock / joint compound	No	1460-2	Throughout	ND	0
Kitchen	Fiberglass wall panel (white) with adhesive (tan)	No	1474-5	300 Ft. ²	ND	0
1466 University Avenue W. (Le Nails)						
Customer Area	2-foot by 4-foot ceiling panel (pocked)	No	1466-1	1,350 Ft. ²	ND	0
Customer Area and Restrooms	Ceramic floor tile/grout/mortar	No	1488-6 (ref)	1,450 Ft. ²	ND	0
Restrooms	Ceramic wall tile/grout/mortar	No	1488-6 (ref)	80 Ft. ²	ND	0
Customer Area and Restrooms	Sheetrock / joint compound	No	1466-2	Throughout	ND	0
1468 University Avenue W. (Payless Shoes)						
Show room and Storage	2-foot x 4-foot ceiling panels (white pin hole)	No	1468-1	2,850 Ft. ²	ND	0
Show room and Storage	12-inch x 12-inch Floor tile (white) with mastic (black)	No	1468-2	350 Ft. ²	ND	0
Show room and Storage	Sheetrock / joint compound	No	1468-3	Throughout	ND	0
Show room and Storage	Adhesive (tan) under carpet	No	1468-4	2,500 Ft. ²	ND	0
Show room and Storage	Ceramic tile (brown) with mortar	No	1468-5	250 Ft. ²	ND	0

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
1470 University Avenue W. (GNC)						
Sales Floor	12-inch by 12-inch floor tile (gray) with adhesive (tan)	No	1470-1	900 Ft. ²	ND	0
Sales Floor	Floor tile (tan) with adhesive (tan), sublayer	No	1470-2	900 Ft. ²	ND	0
Sales Floor	2-foot by 4-foot ceiling panels (pocked)	No	1470-3	900 Ft. ²	ND	0
Sales Floor	Vinyl baseboard (black) with adhesive (tan)	No	1470-4	50 Lin. Ft.	ND	0
Sales Floor	Vinyl baseboard (gray) with adhesive (tan)	No	1470-5	30 Lin. Ft.	ND	0
Sales Floor	Sheetrock / joint compound	No	1470-6	Throughout	ND	0
1472 University Avenue W. (US Army Recruiting)						
Main area and Restrooms	2-foot by 4-foot ceiling panels (white, fissured)	No	1472-1	2,450 Ft. ²	ND	0
Main area and Restrooms	Adhesive (tan) under carpet	No	1472-2	2,100 Ft. ²	ND	0
Main area and Restrooms	Vinyl base board (black) with adhesive (clear)	No	1472-3	300 Lin. Ft.	ND	0
Main area and Restrooms	Sheetrock / joint compound	No	1472-4	Throughout	ND	0
Main area and Restrooms	Ceramic tile (dark green) with mortar and grout	No	1472-5	175 Ft. ²	ND	0
Main area and Restrooms	Floor tile (gray) with mastic (black)	No	1472-6	180 Ft. ²	ND	0
1474 University Avenue W. (Great Clips)						
Customer Area	2-foot by 4-foot ceiling panels (pocked)	No	1474-1	1,500 Ft. ²	ND	0
Customer Area	Paper underlayment (white) under wood flooring	No	1474-2	1,500 Ft. ²	ND	0
Customer Area	12-inch by 2-inch floor tile (tan) with adhesive (tan)	No	1474-3	280 Ft. ²	ND	0
Customer Area	Vinyl baseboard (gray) with adhesive (tan)	No	1470-5	30 Lin. Ft.	ND	0
Customer Area	Sheetrock / joint compound	No	1474-4	Throughout	ND	0
Customer Area	Fiberglass wall panel (white) with adhesive (tan)	No	1474-5	75 Ft. ²	ND	0

Table I. Asbestos Building Inspection Results
 Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN
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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
1474B University Avenue W. (Rainbow Clothing)						
Showroom, storage rooms and hallway	2-foot x 4-foot ceiling panels (white pin hole)	No	1474B-1	2,500 Ft. ²	ND	0
Showroom, storage rooms and hallway	Sheetrock / joint compound	No	1474B-2	Throughout	ND	0
Showroom, storage rooms and hallway	12-inch x 12-inch Floor tile (black) with mastic (black)	No	1474B-3	2,200 Ft. ²	ND	0
Showroom, storage rooms and hallway	Floor filler	No	1474B-4	75 Ft. ²	ND	0
1484 University Avenue W. (Foot Locker)						
Basement Area	Boiler Breeching (white fibrous)	Yes	1484-1A-C	600 Ft. ²	ND	2
Basement Area	Boiler Jacket Ins. (white fibrous)	Yes	1484-2A-C	900 Ft. ²	ND	2
Basement Area	1-inch to 8-inch Pipe fitting insulation (gray fibrous)	Yes	1484-3A-C	50 Fittings	ND	2
Basement Area	9-inch x 9-inch Floor tile (brown) with mastic (black)	Yes	1484-4	2,200 Ft. ²	ND	1
Basement	Sheetrock / joint compound	No	1484-5	Throughout	D-ND	0
Basement	Plaster material	No	1484-6	Throughout	D	0
Main Level	Plaster material	No	1484-6	Throughout	D	0
Main Level	Sheetrock / joint compound	No	1484-5	Throughout	D-ND	0
1484B University Avenue W. (Gamestop)						
Retail Area	2-foot by 4-foot ceiling panel (white)	No	1484B-1	100 Lin. Ft.	D	0
Retail Area	Sheetrock / joint compound	No	1484B-2	Throughout	D	0
1486 University Avenue W. (To New York)						
Retail Area	2-foot by 4-foot ceiling panel (pocked)	No	1486-1	3,000 Ft. ²	D	0
Retail Area	1-foot by 1-foot ceiling tile (fissured), with adhesive pucks (brown)	No	1486-2	2,000 Ft. ²	D	0
Retail Area	Sheetrock, above #1486-1,2,	No	1486-3	2,000 Ft. ²	D	0
Retail Area	Sheetrock/joint compound	No	1486-4	Throughout	D	0
Retail Area	Adhesive (tan) under carpet	No	1486-5	3,000 Ft. ²	ND	0
Retail Area	Plaster material	No	1486-16A-C	900 Ft. ²	D	0

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
Back areas	12-inch by 12-inch floor tile (beige), with mastic (black)	FT=Yes Mastic=No	1486-6	250 Ft. ²	ND	1
Back areas	9-inch x 9-inch Floor tile (red) with mastic (black)	FT=Yes Mastic=No	1486-7	800 Ft. ²	ND	1
Back areas, restroom	12-inch by 12-inch floor tile (tan), with mastic (black)	FT=No Mastic=Yes	1486-8	80 Ft. ²	ND	1
Back areas, restroom	Vinyl baseboard (beige), with adhesive (tan)	No	1486-9	30 Lin. Ft.	ND	0
Back areas, restroom	Fiberglass wall panel (white) with adhesive (tan)	No	1486-10	100 Ft. ²	ND	0
Back areas	1-foot by 1-foot ceiling tile (fissured), with adhesive pucks (brown)	No	1486-2	220 Ft. ²	ND	0
Basement	Ceramic floor tile/grout/adhesive (white)	*No	1486-11	200 Ft. ²	ND	0
Basement	Duct vibration dampener (white)	Yes	1486-12	6 Ft. ²	ND	2
Basement	Ceramic wall tile/grout/adhesive (blue)	No	1486-13	200 Ft. ²	ND	0
Basement	9-inch x 9-inch Floor tile (red) with mastic (black)	FT=Yes Mastic=No	1486-7	80 Ft. ²	ND	1
Basement, stairwell	Vinyl stairtread (brown) with adhesive (tan)	No	1486-14	100 Ft. ²	ND	0
Basement, stairwell	9-inch x 9-inch Floor tile (red) with mastic (black)	FT=Yes Mastic=No	1486-7	15 Ft. ²	ND	1
Basement, end of stairwell	Fire door insulation (white)	Yes	1486-15	1 Door	ND	2
1488 University Avenue W. (Peking Garden Restaurant)						
Dining Area	2-foot by 2-foot ceiling panel (pocked)	No	1488-1	1,700 Ft. ²	ND	0
Kitchen Area	2-foot by 4-foot ceiling panel (sheetrock)	No	1488-2	800 Ft. ²	ND	0
Dining and Kitchen Area	Sheetrock / joint compound	No	1488-3	Throughout	ND	0
Dining and Kitchen Area	Wall Texture	No	1488-4A-C	900 Ft. ²	ND	0
Dining Area	Vinyl plank flooring (brown) with adhesive (rust)	No	1488-5	1,000 Ft. ²	ND	0
Dining Area	Ceramic floor tile/grout/mortar (brown)	No	1488-6	700 Ft. ²	ND	0
Kitchen	Ceramic floor tile/grout/mortar (red)	No	1464-2	800 Ft. ²	ND	0

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
1490 University Avenue W. (Office Max - Space #19)						
Back Storage Area	Sheetrock / joint compound	No	113	Throughout	ND	0
Back Area- Hallway & Rooms	12" x 12" Floor tile (white with streaks) with black mastic	No	114	1,125 Ft. ²	ND	0
Back Area- Hallway & Rooms	Vinyl baseboard (brown) with adhesive (brown)	No	115	300 Lin. Ft.	ND	0
Back Area- Hallway & Rooms	2' x 4' Ceiling panel - fissured	No	116	1,125 Ft. ²	ND	0
Back Area- Hallway & Rooms	Sink undercoating (black)	No	117	1 Sink	ND	0
Main Area- Retail	Vinyl baseboard (brown) with adhesive (brown)	No	115	650 Lin. Ft.	ND	0
Main Area- Retail	12" x 12" Floor tile (gray-white) with black mastic (under carpet)	No	118	21,350 Ft. ²	ND	0
Main Area- Retail	Sheetrock / joint compound	No	113	Throughout	ND	0
Main Area- Retail North	Troweled-on beam fireproofing	No	130A-C	150 Ft. ²	ND	0
1500 University Avenue W. (Mi Mi's Salon - Space #16)						
Salon	12" x 12" Floor tile (blue-flecked) with mastic	No	158	4,800 Ft. ²	ND	0
Salon	Sheetrock / joint compound	No	147	Throughout	ND	0
Salon	Vinyl baseboard (gray) with adhesive (tan)	No	72	300 Lin. Ft.	ND	0
Salon	2' x 4' Ceiling panel - pocked/fissured	No	159	4,800 Ft. ²	ND	0

Table I. Asbestos Building Inspection Results
 Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN
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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
1522 University Avenue W. (Midway Event Centre / Dance - Space #18)						
Back Area	12" x 12" Floor tile (brown-flecked) with adhesive (brown)	No	145	260 Ft. ²	ND	0
Back Area	Vinyl baseboard (tan) with adhesive (tan)	No	79	50 Lin. Ft.	ND	0
Back Area	2' x 4' Ceiling panel - pocked	No	146	260 Ft. ²	ND	0
Back Area	Wall panel adhesive (brown)	No	56	200 Ft. ²	ND	0
Back Area	Sheetrock / joint compound	No	147	Throughout	ND	0
Back Area- Restroom	2' x 4' Ceiling panel - pocked	No	146	300 Ft. ²	ND	0
Main Area- Dance Floor	Sheetrock / joint compound	No	147	Throughout	ND	0
Main Area- Dance Floor	2' x 4' Ceiling panel (black) fiberglass	No	---	150 Ft. ²	ND	0
Main Area- Dance Floor	2' x 4' Ceiling panel (black) fiberglass	No	---	1,200 Ft. ²	ND	0
Entry	2' x 4' Ceiling panel - pocked	No	146	400 Ft. ²	ND	0
Entry	Firestop caulking (red)	No	128	20 Ft. ²	ND	0
South Hallway Behind Sally's (Space 13)	2' x 4' Ceiling panel - fissured	No	125	1,200 Ft. ²	ND	0
South Hallway Behind Sally's (Space 13)	Vinyl baseboard (gray) with adhesive (tan)	No	72	700 Ft. ²	ND	0
South Hallway Behind Sally's (Space 13)	Firestop caulking (red)	No	128	200 Ft. ²	ND	0
South Hallway Behind Sally's (Space 13)	Ceramic floor tile with grout/adhesive (gray-tan)	No	129	1,200 Ft. ²	ND	0
1524 University Avenue W. (H&R Block - Space #14)						
Whole Space	2' x 4' Ceiling panel - textured	No	93	2,050 Ft. ²	ND	0
Whole Space	12" x 12" Floor tile (beige-flecked) with adhesive (tan)	No	143	80 Ft. ²	ND	0
Whole Space	Terrazzo flooring (under carpet)	No	121	650 Ft. ²	ND	0
Whole Space	Vinyl baseboard (black) with adhesive (tan)	No	41	220 Lin. Ft.	ND	0
Whole Space	Sheetrock / joint compound	No	113	Throughout	ND	0
Whole Space	Ceramic floor tile with grout/adhesive (gray) (under carpet)	No	129	1,400 Ft. ²	ND	0
Whole Space	Carpet adhesive (gray)	No	144	2,050 Ft. ²	ND	0

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
1536 University Avenue W. (Family Dollar - Space #12)						
Basement (Air Handler Area)	1" - 6" Pipe fitting insulation on fiberglass insulated piping	Yes	131A-C	30 Fittings	ND	2
Basement- Air Handler	Chimney brick	No	132	60 Ft. ²	ND	0
Basement- Air Handler	Chimney refractory brick-interior	No	133	60 Ft. ²	ND	0
Basement- Air Handler	Air handler duct seam caulking (black)	No	134	20 Lin. Ft.	ND	0
Basement- Air Handler	Duct insulation - fiberglass	No	135	180 Ft. ²	ND	0
Basement- Boiler Room	Boiler System (small)	Assumed	---	30 Ft. ²	ND	2
Basement	Plaster	No	136A-C	3,600 Ft. ²	ND	0
Basement Area	1" - 6" Pipe fitting insulation on fiberglass insulated piping	Yes	131A-C	65 Fittings	ND	2
Basement Area	Firestop caulking (red)	No	128	10 Ft. ²	ND	0
Basement Area	1" x 1" Ceramic floor tile with grout/adhesive (green)	Yes (adhesive only)	137	60 Ft. ²	ND	1
Basement Area	Sheetrock (above plaster ceiling)	No	138	3,600 Ft. ²	ND	0
Basement Area	Ceramic wall tile (gray)	No	139	120 Ft. ²	ND	0
Main Level (Back Area Rooms)	12" x 12" Floor tile (gray-flecked) with adhesive (brown)	No	140	120 Ft. ²	ND	0
Main Level (Back Area Rooms)	Vinyl baseboard (black) with adhesive (tan)	No	41	150 Lin. Ft.	ND	0
Main Level (Back Area Rooms)	Sheetrock / joint compound	No	141	Throughout	ND	0
Main Level (Back Area Rooms)	Terrazzo flooring (brown)	No	121	25 Ft. ²	ND	0
Main Level (Retail Area)	12" x 12" Floor tile (gray-flecked) with adhesive (brown)	No	140	6,500 Ft. ²	ND	0
Main Level (Retail Area)	2' x 4' Ceiling panel - pocked	No	142	6,500 Ft. ²	ND	0
415 Pascal Street N. (Dance Studio - Space #17)						
Back Area	6" x 6" Ceramic floor tile with grout/adhesive (tan)	No	148	900 Ft. ²	ND	0
Back Area	2' x 4' Ceiling panel - sheetrock	No	46	820 Ft. ²	ND	0
Back Area	Wall panel adhesive (brown)	No	56	200 Ft. ²	ND	0

Table I. Asbestos Building Inspection Results
 Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN
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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
Back Area	2' x 4' Ceiling panel - fissured (2' x 2' appearance)	No	149	600 Ft. ²	ND	0
Back Area	Vinyl baseboard (black) with adhesive	No	150	110 Lin. Ft.	ND	0
Back Area	Ceramic floor-wall tall with grout/adhesive (white)	No	151	800 Ft. ²	ND	0
Back Area	Sheetrock / joint compound	No	147	Throughout	ND	0
Main Area (Dance Studio)	Sheetrock / joint compound	No	147	Throughout	ND	0
Main Area (Dance Studio)	Vinyl baseboard (black) with adhesive (tan)	No	150	300 Lin. Ft.	ND	0
Main Area (Dance Studio)	2' x 4' Ceiling panel (black) fiberglass	Not Suspect	---	200 Ft. ²	ND	0
Main Area (Front Area & Rooms)	2' x 4' Ceiling panel (fissured, 2' x 2' appearance)	No	149	1,800 Ft. ²	ND	0
Main Area (Front Area & Rooms)	1" x 1" Ceramic floor tile with grout/adhesive (white)	No	153	40 Ft. ²	ND	0
Main Area (Front Area & Rooms)	Duct sealant (gray)	No	152	30 Ft. ²	ND	0
Main Area (Front Area & Rooms)	12" x 18" Ceramic floor tile with grout/adhesive (gray)	No	154	1,800 Ft. ²	ND	0
Main Area (West Office Area)	12" x 12" Self-adhesive floor tile (white)	No	155	50 Ft. ²	ND	0
Main Area (West Office Area)	Floor tile (green) with adhesive (under #155)	No	156	50 Ft. ²	ND	0
Main Area (West Office Area)	Floor tile (tan) with adhesive (brown) (under #156)	No	157	50 Ft. ²	ND	0
Main Area (West Office Area)	2' x 4' Ceiling panel (fissured, 2' x 2' appearance)	No	149	1,200 Ft. ²	ND	0
Main Area (West Office Area)	Wood floors (laminated)	Not Suspect	---	---	ND	0
Main Area	Sink undercoating (black)	No	117	1 Sink	ND	0
Main Area	2' x 4' Ceiling panel	No	46	60 Ft. ²	ND	0
Space 8 - Former Urburn Boatbuilders (East Side Pascal St N)						
Back Area	Sheetrock/joint compound	No	Space 8-1	Throughout	ND	0
Back Area	Plaster material	No	Space 8 - 2A-C	500 Ft. ²	ND	0

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
Roof Section (Asphalt Section SE up to TPO area)						
Roof Section - Asphalt Area (SE)	Asphalt roof base material	No	RB-1	28,000 Ft. ²	ND	0
Roof Section - Asphalt Area (SE)	Asphalt roof flash material	No	RF-1	2,800 Ft. ²	ND	0
Roof Section - Asphalt Area (SE)	Asphalt roof patch / seam sealer	No	RS-1	1,500 Ft. ²	ND	0

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

* Point Count Analysis detected less than 1% asbestos content (<.25%). When material samples contains less than one percent asbestos and therefore is not considered an ACM in accordance with the EPA, MDH and MPCA regulations.

Appendix B

Table II. Bulk Asbestos Analytical Results



The Science You Build On.

Client: Snelling Midway Redevelopment, LLC

Location: Midway Shopping Center (1460-1536 University Ave. and 415 Pascal St. N.)

Date of Inspections: June 10, June 17 and July 6, 21, 23, 2020 (Including 2016 Results)

Project: B1500941.06

Table II. Bulk Asbestos Analytical Results

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1460 University Avenue W. (T-Mobile)					
1460-1	T-Mobile	Sales Floor	NE	Vinyl plank flooring (brown) with adhesive (rust)	N.D. ²
1460-2	T-Mobile	Sales Floor	SE	Sheetrock/joint compound	N.D.
1460-3	T-Mobile	Sales Floor	SE Edge	12-inch by 12-inch floor tile(gray) with adhesive (tan)	Floor Tile: N.D. Adhesive: N.D.
1460-4	T-Mobile	Sales Floor	SE Edge	2-foot by 2-foot ceiling panel (pocked)	N.D.
1460-5	T-Mobile	Lobby	West	Vinyl plank flooring (brown) with adhesive (rust)	N.D.
1460-6	T-Mobile	Lobby	West	Sheetrock/joint compound	N.D.
1462 University Avenue W. (ATM Space - Bank of America)					
1462-1	Bank America	ATM Front Room	North Wall	Sheetrock/joint compound	N.D.
1462-2	Bank America	ATM Front Room	Center	12-inch by 18-inch ceramic floor tile (tan/brown) with grout	N.D.
1462-3	Bank America	ATM Service Room	North	2-foot by 4-foot ceiling panels (pinhole)	N.D.
1462-4	Bank America	ATM Service Room	North	12-inch by 12-inch floor tile (brown) with mastic (black)	N.D.
1462-5	Bank America	ATM Service Room	East Wall	Vinyl base board (brown) with adhesive (gray)	N.D.
1462-6	Bank America	ATM Front Room	North Window	Rubber (black) sealant on window frames	N.D.
1462-7	Bank America	Bathroom	Center	2-foot by 4-foot ceiling panels (sheetrock)	N.D.
1462-8	Bank America	Bathroom	Center	4-inch by 4-inch ceramic tile (reddish) with grout	N.D.
1462-9	Bank America	Bathroom	South Wall	Adhesive (tan) under fiberglass wall panels	N.D.

Table II. Bulk Asbestos Analytical Results

Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN

Project B1600941.06

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Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1464 University Avenue W. (Shrimp Shack)					
1464-1	Shrimp Shack	Dining Room	North Edge	2-foot by 2-foot ceiling panel (pocked)	N.D.
1464-2	Shrimp Shack	Kitchen	South	Ceramic floor tile/grout/mortar (wood grain)	N.D.
1464-3	Shrimp Shack	Kitchen	South	Sheetrock/joint compound	N.D.
1464.5 University Avenue W. (Golden Gate)					
1464.5-1	Golden Gate	Dining Room	NE	2-foot by 4-foot ceiling panel (textured)	N.D.
1464.5-2	Golden Gate	Kitchen	SW	Ceramic floor tile/grout/mortar (red)	N.D.
1466 University Avenue W. (Le Nails)					
1466-1	Le Nails	Customer Area	North Edge	2-foot by 4-foot ceiling panels (pocked)	N.D.
1466-2	Le Nails	Customer Area	North Edge	Sheetrock/joint compound	N.D.
1468 University Avenue W. (Payless Shoes)					
1468-1	Payless Shoes	Show Room	East	2-foot x 4-foot ceiling panels (white pin hole)	N.D.
1468-2	Payless Shoes	Storage Room	South Edge	12-inch x 12-inch Floor tile (white) with mastic (black)	Floor Tile: N.D. Mastic: N.D.
1468-3	Payless Shoes	Show Room	East	Sheetrock/joint compound	N.D.
1468-4	Payless Shoes	Show Room	East	Adhesive (tan) under carpet	N.D.
1468-5	Payless Shoes	Show Room	East	Ceramic tile (brown) with mortar	N.D.
1470 University Avenue W. (GNC)					
1470-1	GNC	Sales Floor	SE	12-inch by 12-inch floor tile (gray) with adhesive (tan)	Floor Tile: N.D. Adhesive: N.D.
1470-2	GNC	Sales Floor	SE	Floor tile (tan) with adhesive (tan), sublayer	Floor Tile: N.D. Adhesive: N.D.
1470-3	GNC	Sales Floor	SE	2-foot by 4-foot ceiling panels (pocked)	N.D.
1470-4	GNC	Sales Floor	NE	Vinyl baseboard (black) with adhesive (tan)	N.D.
1470-5	GNC	Sales Floor	NE	Vinyl baseboard (gray) with adhesive (tan)	N.D.
1470-6	GNC	Sales Floor	NW	Sheetrock/joint compound	N.D.

Table II. Bulk Asbestos Analytical Results

Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN

Project B1600941.06

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Sample No.	Sample Location			Material	Asbestos Content (%) ¹					
1472 University Avenue W. (US Army Recruiting)										
1472-1	US Army	Front	North Edge	2-foot x 4-foot ceiling panels (white fissured)	N.D.					
1472-2	US Army	Front	North Edge	Adhesive (tan) under carpet	N.D.					
1472-3	US Army	Front	South Edge	Base board (black) with adhesive (clear)	N.D.					
1472-4	US Army	Bathrooms	East	Sheetrock/joint compound	N.D.					
1472-5	US Army	Bathrooms	East	Ceramic tile (dark green) with mortar	N.D.					
1472-6	US Army	Bathroom Area	Middle	Floor tile (gray) with mastic (black)	Floor Tile:	N.D.	Mastic:	N.D.		
1474 University Avenue W. (Great Clips)										
1474-1	Great Clips	Customer Area	Middle	2-foot by 4-foot ceiling panels (pocked)	N.D.					
1474-2	Great Clips	Customer Area	Middle	Paper underlayment (white) under wood flooring	N.D.					
1474-3	Great Clips	Customer Area	SW	12-inch by 2-inch floor tile (tan) with adhesive (tan)	Floor Tile:	N.D.	Adhesive:	N.D.		
1474-4	Great Clips	Customer Area	SW	Sheetrock/joint compound	N.D.					
1474-5	Great Clips	Customer Area	SE	Fiberglass wall panel (white) with adhesive (tan)	N.D.					
1474B University Avenue W. (Rainbow Clothing)										
1474B-1	Rainbow	Show Room	Center	2-foot x 4-foot ceiling panels (white pin hole)	N.D.					
1474B-2	Rainbow	Show Room	South	Sheetrock/joint compound	N.D.					
1474B-3	Rainbow	Storage Room	Center	12-inch x 12-inch Floor tile (black) with mastic (black)	Floor Tile:	N.D.	Mastic:	N.D.		
1474B-4	Rainbow	Hallway / Storage Room	Center	Floor filler material	N.D.					
1484 University Avenue W. (Foot Locker)										
1484-1A	Foot Locker	Basement	Boiler Rm.	Boiler Breeching (white fibrous)	Insulation:	Amosite	15	Insulation:	Chrysotile	5
1484-1B	Foot Locker	Basement	Boiler Rm.	Boiler Breeching (white fibrous)	N.A. ³					
1484-1C	Foot Locker	Basement	Boiler Rm.	Boiler Breeching (white fibrous)	N.A.					

Table II. Bulk Asbestos Analytical Results

Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN

Project B1600941.06

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Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1484-2A	Foot Locker	Basement	Boiler Rm.	Boiler Jacket Ins. (white/tan fibrous)	White layer: Amosite 15 White layer: Chrysotile 5 Tan Layer: Actinolite <1 ⁴ Tan Layer: Chrysotile 15
1484-2B	Foot Locker	Basement	Boiler Rm.	Boiler Jacket Ins. (white/tan fibrous)	N.A.
1484-2C	Foot Locker	Basement	Boiler Rm.	Boiler Jacket Ins. (white/tan fibrous)	N.A.
1484-3A	Foot Locker	Basement	Boiler Rm.	1-inch to 8-inch Pipe fitting insulation (gray fibrous)	Insulation: Actinolite <1 Insulation: Chrysotile 15
1484-3B	Foot Locker	Basement	Boiler Rm.	1-inch to 8-inch Pipe fitting insulation (gray fibrous)	N.A.
1484-3C	Foot Locker	Basement	Boiler Rm.	1-inch to 8-inch Pipe fitting insulation (gray fibrous)	N.A.
1484-4	Foot Locker	Basement	Safe Room	9-inch x 9-inch Floor tile (brown) with mastic (black)	Floor Tile: Chrysotile 4 Mastic: Chrysotile 5
1484-5	Foot Locker	Basement	Safe Room	Sheetrock/joint compound	N.D.
1484-6	Foot Locker	Basement	Safe Room	Plaster material	N.D.
1484B University Avenue W. (Gamestop)					
1484B-1	Gamestop	Sales Floor	West	2-foot by 4-foot ceiling panel (white)	N.D.
1484B-2	Gamestop	Sales Floor	West	Sheetrock/joint compound	N.D.
1486 University Avenue W. (To New York)					
1486-1	To New York	Retail Area	Central	2-foot by 4-foot ceiling panel (pocked)	N.D.
1486-2	To New York	Retail Area	Central	1-foot by 1-foot ceiling tile (fissured), with adhesive pucks (brown)	Ceiling Tile: N.D. Adhesive: N.D.
1486-3	To New York	Retail Area	Central	Sheetrock, above #1486-1,2,	N.D.
1486-4	To New York	Retail Area	Central	Sheetrock/joint compound	N.D.
1486-5	To New York	Retail Area	Central	Adhesive (tan) under carpet	N.D.
1486-6	To New York	Back Area	Storage	12-inch by 12-inch floor tile (beige), with mastic (black)	Floor Tile: Chrysotile 3 Mastic: N.D.
1486-7	To New York	Back Area	Storage	9-inch x 9-inch Floor tile (red) with mastic (black)	Floor Tile: Chrysotile 6 Mastic: N.D.
1486-8	To New York	Back Area	Restroom	12-inch by 12-inch floor tile (tan), with mastic (black)	Floor Tile: N.D. Mastic: Chrysotile 8

Table II. Bulk Asbestos Analytical Results
Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN
Project B1600941.06
Page 5

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1486-9	To New York	Back Area	Restroom	Vinyl baseboard (beige), with adhesive (tan)	N.D.
1486-10	To New York	Back Area	Restroom	Fiberglass wall panel (white) with adhesive (tan)	N.D.
1486-11	To New York	Basement	Restroom	Ceramic floor tile/grout/adhesive (white)	Ceramic tile: N.D. Grout: Chrysotile <0.25 ⁵
1486-12	To New York	Basement	By Restroom	Duct vibration dampener (white)	Dampener: Chrysotile 45
1486-13	To New York	Basement	Restroom	Ceramic wall tile/grout/adhesive (blue)	N.D.
1486-14	To New York	Basement	Stairwell	Vinyl stairtread (brown) with adhesive (tan)	N.D.
1486-15	To New York	Basement	Stairwell Bottom	Fire door insulation (white)	Insulation: Chrysoile 65
1486-16A	To New York	Retail Area	West End	Plaster	N.D.
1486-16B	To New York	Retail Area	West End	Plaster	N.D.
1486-16C	To New York	Retail Area	West End	Plaster	N.D.
1488 University Avenue W. (Peking Garden Restaurant)					
1488-1	Pe King	Dining Room	West	2-foot by 2-foot ceiling panel (pocked)	N.D.
1488-2	Pe King	Kitchen	SE Edge	2-foot by 4-foot ceiling panel (sheetrock)	N.D.
1488-3	Pe King	Dining Room	West	Sheetrock/joint compound	N.D.
1488-4A	Pe King	Hallway	West	Wall Texture	N.D.
1488-4B	Pe King	Hallway	South	Wall Texture	N.D.
1488-4C	Pe King	Hallway	SW	Wall Texture	N.D.
1488-5	Pe King	Dining Room	SW	Vinyl plank flooring (brown) with adhesive (rust)	N.D.
1488-6	Pe King	Dining Room	SE	Ceramic floor tile/grout/mortar (brown)	N.D.
1490 University Avenue W. (Office Max - Space #19)					
113	Back Area	Storage Area		Sheetrock/joint compound	N.D.
114	Back Area	Hallway Area		12" x 12" Floor tile (white with streaks) with black mastic	N.D.
115	Back Area	Hallway Area		Vinyl baseboard (brown) with adhesive (brown)	N.D.
116	Back Area	Hallway Area		2' x 4' Ceiling panel - fissured	N.D.
117	Back Area	Office Area		Sink undercoating (black)	N.D.

Table II. Bulk Asbestos Analytical Results

Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN

Project B1600941.06

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Sample No.	Sample Location			Material	Asbestos Content (%) ¹
118	Main Area	Retail	West	12" x 12" Floor tile (gray) with black mastic (under carpet)	N.D.
130A	Main Area	Retail	North	Troweled-on beam fireproofing	N.D.
130B	Main Area	Retail	North	Troweled-on beam fireproofing	N.D.
130C	Main Area	Retail	North	Troweled-on beam fireproofing	N.D.
1500 University Avenue W. (Mi Mi's Salon - Space #16)					
158	Salon	Back Area	Restroom	12" x 12" Floor tile (blue-flecked) with black mastic	N.D.
159	Salon			2' x 4' Ceiling panel (pocked/fissured)	N.D.
1522 University Avenue W. (Midway Event Centre/ Dance - Space #18)					
145	Back Room	Center Area	East	12" x 12" Floor tile (brown-flecked) with adhesive (brown)	N.D.
146	Back Room	Center Area	East	2' x 4' Ceiling panel (pocked)	N.D.
147	Back Room	Center Area	East	Sheetrock/joint compound	N.D.
1524 University Avenue W. (H&R Block - Space #14)					
143	Back		Restroom	12" x 12" Floor tile (beige-flecked) with adhesive (tan)	N.D.
144	Main Area		Retail Area	Carpet adhesive (gray)	N.D.
1526 University Avenue W. (Sally's - Space #13)					
119	Back Area		Restroom	12" x 12" Self-adhesive floor tile (brown)	N.D.
120	Back Area		Restroom	Floor tile (gray) with black mastic (under #119)	N.D.
121	Back Area		Center Area	Terrazzo flooring (brown)	N.D.
122	Back Area		Center Area	2' x 4' Ceiling panel (pocked)	N.D.
123	Main Area		Retail Area	Vinyl sheet flooring (wood grain)	N.D.
124	Main Area		Retail Area	Flooring with black mastic	N.D.
125	Main Area		Retail Area	2' x 4' Ceiling panel (fissured)	N.D.
126	Main Area	Entry	Interior	Window caulking (gray)	N.D.
127	Main Area		Back Room Area	Sheetrock/joint compound	N.D.
128	Hallway	Behind Sally's	South	Firestop caulking (red)	N.D.

Table II. Bulk Asbestos Analytical Results

Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN

Project B1600941.06

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Sample No.	Sample Location			Material	Asbestos Content (%) ¹
129	Hallway	Behind Sally's	South	Ceramic floor tile with grout/adhesive (gray-tan)	N.D.
1536 University Avenue W. (Family Dollar - Space #12)					
131A	Basement	Air Handler Room		1" - 6" Pipe fitting insulation on fiberglass insulated piping	Insulation: Chrysotile 10 Insulation: Amosite 7 Insulation: Crocidolite <1
131B	Basement	Air Handler Room		1" - 6" Pipe fitting insulation on fiberglass insulated piping	N.A.
131C	Basement	Air Handler Room		1" - 6" Pipe fitting insulation on fiberglass insulated piping	N.A.
132	Basement	Air Handler Room		Chimney brick	N.D.
133	Basement	Air Handler Room	Interior	Chimney refractory brick	N.D.
134	Basement	Air Handler Room		Air handler duct caulking (black)	Caulk: Chrysotile 0.7 ⁵
135	Basement	Air Handler Room		Duct insulation - fiberglass	N.D.
136A	Basement	Center		Plaster	N.D.
136B	Basement	East		Plaster	N.D.
136C	Basement	West		Plaster	N.D.
137	Basement	Janitor's Closet		1" x 1" Ceramic floor tile with grout/adhesive (green)	Ceramic Tile: N.D. Grout: N.D. Adhesive: Chrysotile 3
138	Basement	Back Area		Sheetrock (above plaster ceiling)	N.D.
139	Basement	Janitor's Closet		Ceramic wall tile (gray)	N.D.
140	Main Level	Back Area	Men's Room	12" x 12" Floor tile (gray-flecked) with adhesive (brown)	N.D.
141	Main Level	Back Area		Sheetrock/joint compound	N.D.
142	Main Level	Retail Area		2' x 4' Ceiling panel - pocked	N.D.
415 Pascal Street N. (Dance Studio - Space #17)					
148	Back Area	Kitchen	Center	6" x 6" Ceramic floor tile with grout/adhesive (tan)	N.D.
149	Back Area	Bar Area	East	2' x 4' Ceiling panel - fissured (2' x 2' appearance)	N.D.
150	Back Area	Bar Area	East	Vinyl baseboard (black) with adhesive (tan)	N.D.
151	Back Area	Men's Room	Center	Ceramic floor-wall tile with grout/adhesive (white)	N.D.

Table II. Bulk Asbestos Analytical Results

Midway SC - 1460-1536 University Ave.; 415 Pascal St. N., St. Paul, MN

Project B1600941.06

Page 8

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
152	Front Area	Storage Room	Center	Duct sealant (gray)	N.D.
153	Front Area	Restroom	Center	1" x 1" Ceramic floor tile with grout/adhesive (white)	N.D.
154	Front Area	Lobby	Center	12" x 18" Ceramic floor tile with grout/adhesive (gray)	N.D.
155	Front Area	Restroom	West	12" x 12" Self-adhesive floor tile (white)	N.D.
156	Front Area	Restroom	West	Floor tile (green) with adhesive (under #155)	N.D.
157	Front Area	Restroom	West	Floor tile (tan) with adhesive (brown) (under #156)	N.D.
Space 8 - Former Urburn Boatbuilders (East Side Pascal St N)					
Space 8 - 1	East	Wall	Center	Sheetrock/joint compound	N.D.
Space 8 - 2A	Northside	Wall	Left	Plaster material	N.D.
Space 8 - 2B	Northside	Wall	Center	Plaster material	N.D.
Space 8 - 2C	Northside	Wall	Right	Plaster material	N.D.
Roof Section (Asphalt Section SE up to TPO area)					
RB-1	Asphalt Area	So. East Section	Center	Asphalt roof base material	N.D.
RF-1	Asphalt Area	So. East Section	East Edge	Asphalt roof flash material	N.D.
RS-1	Asphalt Area	So. East Section	East Edge	Asphalt roof patch / seam sealer	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
3. N.A. = Not Analyzed
4. < = Less than
5. Point Count Analysis detected less than 1% asbestos content. When material samples contains less than one percent asbestos and therefore is not considered an ACM in accordance with the EPA, MDH and MPCA regulations.

Appendix C
Bulk Asbestos Analysis Reports



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352005962

Customer ID: BRAU50

Customer PO: B1500941.06

Project ID:

Attention: Rob Nordby
Braun Intertec
11001 Hampshire Avenue South
Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 06/19/2020 3:15 PM

Analysis Date: 06/22/2020

Collected Date:

Project: B1500941.06/ Midway SC (Burn Area)

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
1468-1 352005962-0001	Payless Shoes Show Room East - 2-foot x 4-foot ceiling panels (white) pin hole	Tan/White Fibrous Homogeneous	70% Cellulose 10% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
1468-2-Floor Tile 352005962-0002	Payless Shoes Storage Room South Edge - 12-inch x 12-inch Floor tile (white) with mastic (black)	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1468-2-Mastic 352005962-0002A	Payless Shoes Storage Room South Edge - 12-inch x 12-inch Floor tile (white) with mastic (black)	Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1468-3-Sheetrock 352005962-0003	Payless Shoes Show Room East - Sheetrock/joint compound	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1468-3-Joint Compound 352005962-0003A	Payless Shoes Show Room East - Sheetrock/joint compound	White Non-Fibrous Heterogeneous		10% Mica 90% Non-fibrous (Other)	None Detected
1468-4 352005962-0004	Payless Shoes Show Room East - Adhesive (tan) under carpet	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1468-5-Ceramic Tile 352005962-0005	Payless Shoes Show Room East - Ceramic tile (brown) with mortar	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1468-5-Grout 352005962-0005A	Payless Shoes Show Room East - Ceramic tile (brown) with mortar	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-1 352005962-0006	US Army Front North Edge - 2-foot x 4-foot ceiling panels (white fissured)	Tan/White Fibrous Homogeneous	70% Cellulose 10% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
1472-2 352005962-0007	US Army Front North Edge - Adhesive (tan) under carpet	Tan/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1472-3-Baseboard 352005962-0008	US Army Front South Edge - Base board (black) w/ adhesive (clear)	Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 06/22/2020 14:40:58



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352005962
Customer ID: BRAU50
Customer PO: B1500941.06
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
1472-3-Adhesive 352005962-0008A	US Army Front South Edge - Base board (black) w/ adhesive (clear)	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-4-Sheetrock 352005962-0009	US Army Bathrooms East - Sheetrock/Joint compound	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1472-4-Joint Compound 352005962-0009A	US Army Bathrooms East - Sheetrock/Joint compound	White Non-Fibrous Heterogeneous		10% Mica 90% Non-fibrous (Other)	None Detected
1472-5-Ceramic Tile 352005962-0010	US Army Bathrooms East - Ceramic tile (dark green) with mortar	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-5-Grout 352005962-0010A	US Army Bathrooms East - Ceramic tile (dark green) with mortar	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-5-Bedding 352005962-0010B	US Army Bathrooms East - Ceramic tile (dark green) with mortar	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-6-Floor Tile 352005962-0011	US Army Bathroom Area Middle - Floor tile (gray) with mastic (black)	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-6-Tan Mastic 352005962-0011A	US Army Bathroom Area Middle - Floor tile (gray) with mastic (black)	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1472-6-Black Mastic 352005962-0011B	US Army Bathroom Area Middle - Floor tile (gray) with mastic (black)	Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1474B-1 352005962-0012	Rainbow Show Room Center - 2-foot x 4-foot ceiling panels (white pin hole)	Tan/White Fibrous Homogeneous	70% Cellulose 10% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
1474B-2-Sheetrock 352005962-0013	Rainbow Show Room South - Sheetrock/joint compound	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1474B-2-Joint Compound 352005962-0013A	Rainbow Show Room South - Sheetrock/joint compound	White Non-Fibrous Heterogeneous		10% Mica 90% Non-fibrous (Other)	None Detected
1474B-3-Floor Tile 352005962-0014	Rainbow Storage Room Center - 12-inch x 12-inch Floor tile (black) with mastic (black)	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1474B-3-Tan Mastic 352005962-0014A	Rainbow Storage Room Center - 12-inch x 12-inch Floor tile (black) with mastic (black)	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 06/22/2020 14:40:58



EMSL Analytical, Inc.

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<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352005962
Customer ID: BRAU50
Customer PO: B1500941.06
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
1474B-3-Black Mastic 352005962-0014B	Rainbow Storage Room Center - 12-inch x 12-inch Floor tile (black) with mastic (black)	Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1474B-4-Adhesive 352005962-0015	Rainbow Hallway/ Storage Room Center - Floor filler	Tan/Green Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1474B-4-Filler 352005962-0015A	Rainbow Hallway/ Storage Room Center - Floor filler	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1484-1A 352005962-0016	Foot Locker Basement Boiler Rm. - Boiler Breeching (white fibrous)	White Fibrous Heterogeneous		80% Non-fibrous (Other)	15% Amosite 5% Chrysotile
1484-1B 352005962-0017	Foot Locker Basement Boiler Rm. - Boiler Breeching (white fibrous)				Positive Stop (Not Analyzed)
1484-1B 352005962-0018	Foot Locker Basement Boiler Rm. - Boiler Breeching (white fibrous)				Positive Stop (Not Analyzed)
1484-2A-White Layer 352005962-0019	Foot Locker Basement Boiler Rm. - Boiler Jacket Ins. (white fibrous)	White Fibrous Heterogeneous		80% Non-fibrous (Other)	15% Amosite 5% Chrysotile
1484-2A-Tan Layer 352005962-0019A	Foot Locker Basement Boiler Rm. - Boiler Jacket Ins. (white fibrous)	Tan/Gold Fibrous Heterogeneous		10% Mica 75% Non-fibrous (Other)	<1% Actinolite 15% Chrysotile
1484-2B 352005962-0020	Foot Locker Basement Boiler Rm. - Boiler Jacket Ins. (white fibrous)				Positive Stop (Not Analyzed)
1484-2C 352005962-0021	Foot Locker Basement Boiler Rm. - Boiler Jacket Ins. (white fibrous)				Positive Stop (Not Analyzed)
1484-3A 352005962-0022	Foot Locker Basement Boiler Rm. - 1 to 8-inch Pipe fitting insulation (gray fibrous)	Tan/Gold Fibrous Heterogeneous		10% Mica 75% Non-fibrous (Other)	<1% Actinolite 15% Chrysotile
1484-3B 352005962-0023	Foot Locker Basement Boiler Rm. - 1 to 8-inch Pipe fitting insulation (gray fibrous)				Positive Stop (Not Analyzed)
1484-3B 352005962-0024	Foot Locker Basement Boiler Rm. - 1 to 8-inch Pipe fitting insulation (gray fibrous)				Positive Stop (Not Analyzed)
1484-4-Floor Tile 352005962-0025	Foot Locker Basement Safe Room - 9-inch x 9-inch Floor tile (brown) with mastic (black)	Tan Non-Fibrous Heterogeneous		96% Non-fibrous (Other)	4% Chrysotile

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EMSL Order: 352005962
Customer ID: BRAU50
Customer PO: B1500941.06
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
1484-4-Mastic 352005962-0025A	Foot Locker Basement Safe Room - 9-inch x 9-inch Floor tile (brown) with mastic (black)	Black Non-Fibrous Heterogeneous		95% Non-fibrous (Other)	5% Chrysotile
1484-5-Sheetrock 352005962-0026	Foot Locker Basement Safe Room - Sheetrock/joint compound	White Fibrous Heterogeneous	<1% Glass	100% Non-fibrous (Other)	None Detected
1484-5-Joint Compound 352005962-0026A	Foot Locker Basement Safe Room - Sheetrock/joint compound	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1484-6 352005962-0027	Foot Locker Basement Safe Room/ Storage - Plaster material	Tan Non-Fibrous Homogeneous		10% Perlite 90% Non-fibrous (Other)	None Detected
1460-5-Vinyl Flooring 352005962-0028	T-Mobile Lobby West - Vinyl plank flooring (brown) with adhesive (rust)	Tan/Black Non-Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
1460-5-Adhesive 352005962-0028A	T-Mobile Lobby West - Vinyl plank flooring (brown) with adhesive (rust)	Red Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1460-6-Sheetrock 352005962-0029	T-Mobile Lobby West - Sheetrock/joint compound	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1460-6-Joint Compound 352005962-0029A	T-Mobile Lobby West - Sheetrock/joint compound	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
RB-1-Tan Fibrous Layer 352005962-0030	Asphalt Area SE Center - Asphalt roof base material	Tan Fibrous Heterogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
RB-1-Black Layer 1 352005962-0030A	Asphalt Area SE Center - Asphalt roof base material	Black Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
RB-1-Black Layer 2 352005962-0030B	Asphalt Area SE Center - Asphalt roof base material	Black Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
RB-1-Black Layer 3 352005962-0030C	Asphalt Area SE Center - Asphalt roof base material	Black Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
RB-1-Black Layer 4 352005962-0030D	Asphalt Area SE Center - Asphalt roof base material	Black Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
RF-1-Tan Layer 352005962-0031	Asphalt Area SE East Edge - Asphalt roof base material	Tan Fibrous Heterogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
RF-1-Black Layer 1 352005962-0031A	Asphalt Area SE East Edge - Asphalt roof base material	Black Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
RF-1-Black Layer 2 352005962-0031B	Asphalt Area SE East Edge - Asphalt roof base material	Black Fibrous Heterogeneous	10% Synthetic 5% Glass	85% Non-fibrous (Other)	None Detected
RF-1-Black Layer 3 352005962-0031C	Asphalt Area SE East Edge - Asphalt roof base material	Black Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected

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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
RS-1	Asphalt Area SE East	Black	10% Cellulose	90% Non-fibrous (Other)	None Detected
352005962-0032	Edge - Asphalt roof patch/ seam sealer	Non-Fibrous Homogeneous			

Analyst(s) _____
 Lynn Scott (51)


 Rachel Travis, Laboratory Manager
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, 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. All samples received in acceptable condition unless otherwise noted. 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. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 06/22/2020 14:40:58



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

15962

EMSL ANALYTICAL, INC.
3410 WINNETKA AVE N
NEW HOPE, MN 55427
PHONE: (763) 449-4922
FAX: (763) 449-4924

Company Name : Braun Intertec Corp		EMSL Customer ID: Brau50	
Street: 11001 Hampshire Ave Soouth		City: Bloomington	State/Province: MN
Zip/Postal Code: 55438	Country: USA	Telephone #: 952.995.2424	Fax #: 952.995.2020
Report To (Name): Robert Nordby		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: rnordby@braunintertec.com		Purchase Order: N/A	
Project Name/Number: B1500941.06 / Midway SC (Burn Area)		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: MN		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

EMSL-Bill to: Same Different - If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

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.

<p>PCM - Air <input type="checkbox"/> Check if samples are from NY</p> <p><input type="checkbox"/> NIOSH 7400</p> <p><input type="checkbox"/> w/ OSHA 8hr. TWA</p>	<p>TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only)</p> <p><input type="checkbox"/> AHERA 40 CFR, Part 763</p> <p><input type="checkbox"/> NIOSH 7402</p> <p><input type="checkbox"/> EPA Level II</p> <p><input type="checkbox"/> ISO 10312</p>	<p>TEM-Dust</p> <p><input type="checkbox"/> Microvac - ASTM D 5755</p> <p><input type="checkbox"/> Wipe - ASTM D6480</p> <p><input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)</p>
<p>PLM - Bulk (reporting limit)</p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)</p> <p><input type="checkbox"/> PLM EPA NOB (<1%)</p> <p>Point Count</p> <p><input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)</p> <p>Point Count w/Gravimetric</p> <p><input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)</p> <p><input type="checkbox"/> NYS 198.1 (friable in NY)</p> <p><input type="checkbox"/> NYS 198.6 NOB (non-friable-NY)</p> <p><input type="checkbox"/> NYS 198.8 SOF-V</p> <p><input type="checkbox"/> NIOSH 9002 (<1%)</p>	<p>TEM - Bulk</p> <p><input type="checkbox"/> TEM EPA NOB</p> <p><input type="checkbox"/> NYS NOB 198.4 (non-friable-NY)</p> <p><input type="checkbox"/> Chatfield SOP</p> <p><input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5</p> <p>TEM - Water: EPA 100.2</p> <p>Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking</p> <p>All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking</p>	<p>Soil/Rock/Vermiculite</p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%)</p> <p><input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%)</p> <p><input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%)</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep</p> <p><input type="checkbox"/> TEM Qualitative via Drop Mount Prep</p> <p><input type="checkbox"/> Cincinnati Method EPA 600/R-04/004- PLM/TEM (BC only)</p> <p>Other:</p> <p><input type="checkbox"/></p>

Check For Positive Stop - Clearly Identify Homogenous Group Filter Pore Size (Air Samples): 0.8µm 0.45µm

Samplers Name: John Hauschildt

Samplers Signature:

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	See attached - Table II		

Client Sample # (s):	1468-1	- RS-1	Total # of Samples:	32
Relinquished (Client):	Robert Nordby	Date:	6.18.2020	Time: PM
Received (Lab):		Date:	6/17/20	Time: 3:15pm
Comments/Special Instructions:	OK w/ Tues AM Results WT			



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05962

Table II. Bulk Asbestos Analytical Results

Client: MUSC Holdings, LLC

Location: Midway Shopping Center (East Wing)

Date of Inspections: June 10 and June 17, 2020

Project: B1500941.06

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
Payless Shoes					
1468-1	Payless Shoes	Show Room	East	2-foot x 4-foot ceiling panels (white pin hole)	
1468-2	Payless Shoes	Storage Room	South Edge	12-inch x 12-inch Floor tile (white) with mastic (black)	
1468-3	Payless Shoes	Show Room	East	Sheetrock/joint compound	
1468-4	Payless Shoes	Show Room	East	Adhesive (tan) under carpet	
1468-5	Payless Shoes	Show Room	East	Ceramic tile (brown) with mortar	
US Army Recruiting					
1472-1	US Army	Front	North Edge	2-foot x 4-foot ceiling panels (white fissured)	
1472-2	US Army	Front	North Edge	Adhesive (tan) under carpet	
1472-3	US Army	Front	South Edge	Base board (black) with adhesive (clear)	
1472-4	US Army	Bathrooms	East	Sheetrock/joint compound	
1472-5	US Army	Bathrooms	East	Ceramic tile (dark green) with mortar	
1472-6	US Army	Bathroom Area	Middle	Floor tile (gray) with mastic (black)	
Rainbow Clothing					
1474B-1	Rainbow	Show Room	Center	2-foot x 4-foot ceiling panels (white pin hole)	
1474B-2	Rainbow	Show Room	South	Sheetrock/joint compound	
1474B-3	Rainbow	Storage Room	Center	12-inch x 12-inch Floor tile (black) with mastic (black)	
1474B-4	Rainbow	Hallway / Storage Room	Center	Floor filler	
Foot Locker					
1484-1A	Foot Locker	Basement	Boiler Rm.	Boiler Breeching (white fibrous)	
1484-1B	Foot Locker	Basement	Boiler Rm.	Boiler Breeching (white fibrous)	
1484-1B	Foot Locker	Basement	Boiler Rm.	Boiler Breeching (white fibrous)	
1484-2A	Foot Locker	Basement	Boiler Rm.	Boiler Jacket Ins. (white fibrous)	
1484-2B	Foot Locker	Basement	Boiler Rm.	Boiler Jacket Ins. (white fibrous)	
1484-2C	Foot Locker	Basement	Boiler Rm.	Boiler Jacket Ins. (white fibrous)	
1484-3A	Foot Locker	Basement	Boiler Rm.	1 to 8-inch Pipe fitting insulation (gray fibrous)	
1484-3B	Foot Locker	Basement	Boiler Rm.	1 to 8-inch Pipe fitting insulation (gray fibrous)	
1484-3B	Foot Locker	Basement	Boiler Rm.	1 to 8-inch Pipe fitting insulation (gray fibrous)	
1484-4	Foot Locker	Basement	Safe Room	9-inch x 9-inch Floor tile (brown) with mastic (black)	
1484-5	Foot Locker	Basement	Safe Room	Sheetrock/joint compound	
1484-6	Foot Locker	Basement	Safe Room	Plaster material	
T-Mobile					
1460-5	T-Mobile	Lobby	West	Vinyl plank flooring (brown) with adhesive (rust)	
1460-6	T-Mobile	Lobby	West	Sheetrock/joint compound	
Roof Section (Asphalt Section SE up to TPO burn area)					
RB-1	Asphalt Area	SE	Center	Asphalt roof base material	
RF-1	Asphalt Area	SE	East Edge	Asphalt roof flash material	
RS-1	Asphalt Area	SE	East Edge	Asphalt roof patch / seam sealer	



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EMSL Order: 352005919

Customer ID: BRAU50

Customer PO: B1600941.06

Project ID:

Attention: John Hauschildt
Braun Intertec
11001 Hampshire Avenue South
Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 06/18/2020 8:30 AM

Analysis Date: 06/22/2020

Collected Date:

Project: B1600941.06

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
1470-1-Floor Tile <small>352005919-0001</small>	GNC - 12"x12" F.T. (gray) w/Adh. (Tan)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-1-Adhesive <small>352005919-0001A</small>	GNC - 12"x12" F.T. (gray) w/Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-2-Filler <small>352005919-0002</small>	GNC - F.T. (Tan) w/Adh. (Tan) sublayer under #1	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-2-Adhesive <small>352005919-0002A</small>	GNC - F.T. (Tan) w/Adh. (Tan) sublayer under #1	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-3 <small>352005919-0003</small>	GNC - 2'x4' C.P. (pocked)	White Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
1470-4-Baseboard <small>352005919-0004</small>	GNC - Vinyl Baseboard (black) w/Adh. (Tan)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-4-Adhesive <small>352005919-0004A</small>	GNC - Vinyl Baseboard (black) w/Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-5-Baseboard <small>352005919-0005</small>	GNC - Vinyl Baseboard (gray) w/Adh. (Tan)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-5-Adhesive <small>352005919-0005A</small>	GNC - Vinyl Baseboard (gray) w/Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1470-6 <small>352005919-0006</small> <i>No joint compound present</i>	GNC - S.R./J.C.	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1474-1 <small>352005919-0007</small>	Great Clips - 2'x4' C.P. (pocked)	White Fibrous Homogeneous	65% Cellulose 20% Min. Wool	10% Perlite 5% Non-fibrous (Other)	None Detected
1474-2 <small>352005919-0008</small>	Great Clips - Paper underlayment (white) under wood floor	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1474-3-Floor Tile <small>352005919-0009</small>	Great Clips - 12"x12" F.T. (Tan) w/Adh. (Tan)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1474-3-Mastic <small>352005919-0009A</small>	Great Clips - 12"x12" F.T. (Tan) w/Adh. (Tan)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1474-3-Adhesive <small>352005919-0009B</small>	Great Clips - 12"x12" F.T. (Tan) w/Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1474-4 <small>352005919-0010</small>	Great Clips - S.R./J.C.	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected

Initial report from: 06/22/2020 15:10:12



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EMSL Order: 352005919
Customer ID: BRAU50
Customer PO: B1600941.06
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
<i>No joint compound present</i>					
1474-5-Paneling 352005919-0011	Great Clips - F.G. panel w/Adh (Tan)	White Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
1474-5-Adhesive 352005919-0011A	Great Clips - F.G. panel w/Adh (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1466-1 352005919-0012	LeNails - 2'x4' C.P. (pocked)	White Fibrous Homogeneous	55% Cellulose 30% Min. Wool	10% Perlite 5% Non-fibrous (Other)	None Detected
1466-2 352005919-0013	LeNails - S.R./J.C.	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
<i>No joint compound present</i>					
1460-1-Flooring 352005919-0014	T. Mobile - Vinyl plank flooring (Brown)	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1460-1-Adhesive 352005919-0014A	T. Mobile - Vinyl plank flooring (Brown)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1460-2 352005919-0015	T. Mobile - S.R./J.C.	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
<i>No sheetrock present</i>					
1460-3-Floor Tile 352005919-0016	T. Mobile - 12"x12" F.T. (gray) w/Adh. (Tan)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1460-3-Adhesive 352005919-0016A	T. Mobile - 12"x12" F.T. (gray) w/Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1460-4 352005919-0017	T. Mobile - 2'x2' C.P. (pocked)	White Fibrous Homogeneous	55% Cellulose 20% Min. Wool	15% Perlite 10% Non-fibrous (Other)	None Detected
1464.5-1 352005919-0018	Golden Gate - 2'x4' C.P. (textured)	White Fibrous Homogeneous	70% Cellulose	15% Perlite 15% Non-fibrous (Other)	None Detected
1464.5-2-Ceramic Tile 352005919-0019	Golden Gate - Ceramic F.T./Grout/Mortar (Red)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1464.5-2-Grout 352005919-0019A	Golden Gate - Ceramic F.T./Grout/Mortar (Red)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1464.5-2-Mortar 352005919-0019B	Golden Gate - Ceramic F.T./Grout/Mortar (Red)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1464-1 352005919-0020	Shrimp Shack - 2'x2' C.P. (pocked)	White Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
1464-2-Ceramic Tile 352005919-0021	Shrimp Shack - Ceramic F.T./Grout/Mortar (Wood Grain)	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 06/22/2020 15:10:12



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352005919
Customer ID: BRAU50
Customer PO: B1600941.06
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
1464-2-Grout 352005919-0021A	Shrimp Shack - Ceramic F.T./Grout/Mortar (Wood Grain)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1464-2-Mortar 352005919-0021B	Shrimp Shack - Ceramic F.T./Grout/Mortar (Wood Grain)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1464-3-Sheetrock 352005919-0022	Shrimp Shack - S.R./J.C.	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1464-3-Joint Compound 352005919-0022A	Shrimp Shack - S.R./J.C.	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1484B-1 352005919-0023	Game Stop - 2'x4' C.P.	White Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
1484B-2 352005919-0024 <i>No joint compound present</i>	Game Stop - S.R./J.C.	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1488-1 352005919-0025	Pe King - 2'x2' C.P. (pocked)	White Fibrous Homogeneous	65% Cellulose 20% Min. Wool	10% Perlite 5% Non-fibrous (Other)	None Detected
1488-2 352005919-0026	Pe King - 2'x4' C.P. (S.R)	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1488-3 352005919-0027 <i>No sheetrock present</i>	Pe King - S.R./J.C.	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-4A 352005919-0028	Pe King - Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-4B 352005919-0029	Pe King - Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-4C 352005919-0030	Pe King - Wall Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-5-Flooring 352005919-0031	Pe King - Vinyl Plank Flooring (Brown)	Brown/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-5-Adhesive 352005919-0031A	Pe King - Vinyl Plank Flooring (Brown)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-6-Ceramic Tile 352005919-0032	Pe King - Ceramic F.T./Grout/Mortar (Brown)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-6-Grout 352005919-0032A	Pe King - Ceramic F.T./Grout/Mortar (Brown)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1488-6-Adhesive 352005919-0032B	Pe King - Ceramic F.T./Grout/Mortar (Brown)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 06/22/2020 15:10:12



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

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EMSL Order: 352005919

Customer ID: BRAU50

Customer PO: B1600941.06

Project ID:

Analyst(s)

Timothy Mooney (49)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, 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. All samples received in acceptable condition unless otherwise noted. 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. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 06/22/2020 15:10:12

BRAUN

INTERTEC

Table II. Bulk Asbestos Analytical Results

• Providing engineering and environmental solutions since 1957

Client:

Location: *midway*

Date of Inspection: *6/17/20*

Project No.: *B/600941.06*

Page: 1 of 2

Sample No.	Sample Location	Material	Asbestos Content (%) ¹
1470-1	<i>LNC</i>	12"x12" F.T. (gray) w/ Adh. (Tan)	
1470-2	↓	F.T. (Tan) w/ Adh. (Tan) Sublayer under #1	
1470-3		2'x4' C.P. (pocket)	
1470-4		Vinyl Baseboard (black) w/ Adh. (Tan)	
1470-5		Vinyl Baseboard (gray) w/ Adh. (Tan)	
1470-6		S.P./J.C.	
1474-1	<i>Great Clips</i>	2'x4' C.P. (pocket)	
-2	↓	Paper underlayment (white) under wood floor	
-3		12"x12" F.T. (Tan) w/ Adh. (Tan)	
-4		S.P./J.C.	
-5		F.b. Panel w/ Adh. (Tan)	
1466-1		<i>Lee Nails</i>	2'x4' C.P. (pocket)
1466-2	↓	S.P./J.C.	
1460-1	<i>T. Mobile</i>	Vinyl plank flooring (Brown)	
-2	↓	S.P./J.C.	
-3		12"x12" F.T. (gray) w/ Adh. (tan)	
-4		2'x2' C.P. (pocket)	

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.

Table II -

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BRAUN
INTERTEC

Table II. Bulk Asbestos Analytical Results

• Providing engineering and environmental solutions since 1957

Client:

Location:

Date of Inspection: 6/17/20

Page: 2 of 2

Project No.: B160094.06

Sample No.	Sample Location	Material	Asbestos Content (%) ¹
1464.5-1	Golden Gate	2'x4' C.P. (Textured)	
1464.5-2	↓	Ceramic F.T. (grout/mortar) (Red)	
1464-1	Shrimp Shack	2'x2' C.P. (Polished)	
1464-2	↓	Ceramic F.T. (grout/mortar) (wood grain)	
1464-3	↓	S.P./J.C.	
1484-1	Gamestop	2'x4' C.P.	
↓-2	↓	S.P./J.C.	
1488-1	Pe King	2'x2' C.P. (polished)	
-2	↓	2'x4' C.P. (S.P.)	
-3	↓	S.P./J.C.	
-4A	↓	Wall Texture	
-4B	↓		
-4C	↓	↓	
5	↓	Vinyl Plank Flooring (Brown)	
6	↓	Ceramic F.T. (grout/mortar) (Brown)	

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.

Table II -

32



EMSL Analytical, Inc.

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Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352006416

Customer ID: BRAU50

Customer PO: B1600941.06

Project ID:

Attention: John Hauschildt
Braun Intertec
11001 Hampshire Avenue South
Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 07/06/2020 11:45 AM

Analysis Date: 07/07/2020

Collected Date: 07/06/2020

Project: B1600941.06

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
1486-1 352006416-0001	To New York- Retail Area - 2' x 4' C.P. (pocked)	Gray Fibrous Homogeneous	65% Cellulose 15% Min. Wool	15% Perlite 5% Non-fibrous (Other)	None Detected
1486-2-Ceiling Tile 352006416-0002	To New York- Retail Area - 1' x 1' C.T. (Fissured) w/ Adh. Pucks (brown)	Gray Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
1486-2-Adhesive 352006416-0002A	To New York- Retail Area - 1' x 1' C.T. (Fissured) w/ Adh. Pucks (brown)	Brown Non-Fibrous Homogeneous	4% Fibrous (Other)	96% Non-fibrous (Other)	None Detected
1486-3 352006416-0003	To New York- Retail Area - S.R. (above 1496-1,2)	Brown/Tan Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1486-4-Sheetrock 352006416-0004	To New York- Retail Area - S.R./J.C.	Tan/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
1486-4-Joint Compound 352006416-0004A	To New York- Retail Area - S.R./J.C.	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-5 352006416-0005	To New York- Retail Area - Adh. (Tan) Carpet	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-6-Floor Tile 352006416-0006	To New York- Back Room - 12" x 12" F.T. (Beige), w/ Adh. (Brown)	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
1486-6-Adhesive 352006416-0006A	To New York- Back Room - 12" x 12" F.T. (Beige), w/ Adh. (Brown)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-7-Floor Tile 352006416-0007	To New York- Back Room - 9" x 9" F.T. (Red) w/ Mastic (Black)	Brown Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
1486-7-Mastic 352006416-0007A	To New York- Back Room - 9" x 9" F.T. (Red) w/ Mastic (Black)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-8-Floor Tile 352006416-0008	To New York- Back Room- Bathroom - 12" x 12" F.T. (Tan) w/ Mastic (Black)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-8-Mastic 352006416-0008A	To New York- Back Room- Bathroom - 12" x 12" F.T. (Tan) w/ Mastic (Black)	Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile

Initial report from: 07/07/2020 10:20:07



EMSL Analytical, Inc.

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<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352006416
Customer ID: BRAU50
Customer PO: B1600941.06
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
1486-8-Adhesive 352006416-0008B	To New York- Back Room- Bathroom - 12" x 12" F.T. (Tan) w/ Mastic (Black)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-9-Baseboard 352006416-0009	To New York- Back Room- Bathroom - Vinyl Baseboard (Beige) w/ Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-9-Adhesive 352006416-0009A	To New York- Back Room- Bathroom - Vinyl Baseboard (Beige) w/ Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-10-Paneling 352006416-0010	To New York- Back Room- Bathroom - F.G. Wall Panel (white), W/ Adh. (Tan)	White Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1486-10-Adhesive 352006416-0010A	To New York- Back Room- Bathroom - F.G. Wall Panel (white), W/ Adh. (Tan)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-11-Ceramic Tile 352006416-0011	To New York- Basement - Ceramic F.T./grout/Adh (White)	Gray/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-11-Grout 352006416-0011A	To New York- Basement - Ceramic F.T./grout/Adh (White)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
<i>See point count results.</i>					
1486-12 352006416-0012	To New York- Basement - Duct Vibration dampener (white)	White Fibrous Homogeneous	50% Cellulose	5% Non-fibrous (Other)	45% Chrysotile
1486-13 352006416-0013	To New York- Basement - Ceramic Wall Tile/grout/ mortar (Blue)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
<i>Sample consists of ceramic tile only.</i>					
1486-14-Stair Tread 352006416-0014	To New York- Basement- Stairwell - Vinyl Stairtread (Brown) w/ Adh. (Tan)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-14-Adhesive 352006416-0014A	To New York- Basement- Stairwell - Vinyl Stairtread (Brown) w/ Adh. (Tan)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1486-15 352006416-0015	To New York- Basement- Stairwell - Firedoor Insul. (White)	White Fibrous Homogeneous		35% Non-fibrous (Other)	65% Chrysotile
1486-16A 352006416-0016	To New York- Retail Area - Plaster	Gray Non-Fibrous Homogeneous		5% Mica 95% Non-fibrous (Other)	None Detected
1486-16B 352006416-0017	To New York- Retail Area - Plaster	Gray Non-Fibrous Homogeneous		5% Mica 95% Non-fibrous (Other)	None Detected
1486-16C 352006416-0018	To New York- Retail Area - Plaster	Gray Non-Fibrous Homogeneous		5% Mica 95% Non-fibrous (Other)	None Detected

Initial report from: 07/07/2020 10:20:07



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EMSL Order: 352006416

Customer ID: BRAU50

Customer PO: B1600941.06

Project ID:

Analyst(s)

Daniel Nordland (29)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, 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. All samples received in acceptable condition unless otherwise noted. 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. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 07/07/2020 10:20:07



EMSL Analytical, Inc.

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EMSL Order: 352006416
Customer ID: BRAU50
Customer PO: B1600941.06
Project ID:

Attention: John Hauschildt Braun Intertec 11001 Hampshire Avenue South Bloomington, MN 55438	Phone: (952) 995-2000 Fax: (952) 995-2020 Received: 07/06/2020 11:45 AM Analysis Date: 07/07/2020 Collected: 07/06/2020
Project: B1600941.06	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy. Quantitation using 400 Point Count Procedure

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1486-11-Grout	To New York-	Gray		100.0% Non-fibrous (Other)	<0.25% Chrysotile
352006416-0011A	Basement - Ceramic F.T./grout/Adh (White)	Non-Fibrous Homogeneous			

Analyst(s)

Daniel Nordland (1)

Rachel Travis, Laboratory Manager
or other approved signatory

Disclaimer: Some samples may contain asbestos fibers present in dimensions below PLM resolution limits. The limit of detection as stated in the method is 0.25%. EMSL Analytical Inc suggests that samples reported as <0.25% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval of EMSL Analytical Inc. This test report must not be used by the client to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc., bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layered samples. EMSL Analytical Inc., liability is limited to the cost of sample analysis. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 07/07/2020 09:20:04



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

06416

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077

PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: <u>Brown Intertec Corp</u>		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: <u>11001 Hampshire Ave. So.</u>		Third Party Billing requires written authorization from third party	
City: <u>Bloomington</u>	State/Province: <u>MN</u>	Zip/Postal Code:	Country:
Report To (Name): <u>John Hauschildt</u>		Telephone #:	
Email Address: <u>Jhauschildt@brownintertec.com</u>		Fax #:	Purchase Order:
Project Name/Number: <u>B1600941-06</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: <u>MN</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

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.

PLM - Bulk (reporting limit)	TEM - Bulk
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> NY ELAP Method 198.4 (TEM)
Point Count <input checked="" type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
<input type="checkbox"/> NIOSH 9002 (<1%)	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)	<u>Other</u>
<input type="checkbox"/> OSHA ID-191 Modified	<input checked="" type="checkbox"/> Point Count (400 - non grav.) if < 1%
<input type="checkbox"/> Standard Addition Method	

Check For Positive Stop - Clearly Identify Homogenous Group Date Sampled: 7/6/20

Samplers Name: John Hauschildt Samplers Signature:

Sample #	HA #	Sample Location	Material Description
		See Table II	

Client Sample # (s): 1486 - 1 → 1486-16c - Total # of Samples: 18

Relinquished (Client): Date: 7/6/20 Time: 11:45 am

Received (Lab): Alindant WI Date: 7-7-2020 Time: 11:45

Comments/Special Instructions: 24 hr TAT CC: Klarson@brownintertec.com

06416

BRAUN
INTERTEC

Table II. Bulk Asbestos Analytical Results

Providing engineering and environmental solutions since 1957

Client:

Location: 1486 University Ave. St. Paul, MN

Date of Inspection: 7/6/20

Page: 1 of 1

Project No.: B160094/06

Sample No.	Sample Location	Material	Asbestos Content (%) ¹
1486-1	TO New York - Retail Area	2'x4' C.P. (pocked)	
-2	-	1'x1' C.T. (Fissured) w/ Adh. joints (brown)	
-3	-	S.R. (above 1486-1,2)	
-4	-	S.R./J.C.	
-5	-	Adh. (Tan) Carpet	
-6	- BACK ROOM	12"x12" F.T. (Beige), w/Adh. (Brown)	
-7	-	9"x9" F.T. (Red) w/ Mastic (Black)	
-8	- BATHROOM	12"x12" F.T. (Tan) w/Mastic (Black)	
-9	-	Vinyl Baseboard (Beige), w/Adh. (Tan)	
-10	-	F.L. wall Panel (White), w/Adh. (Tan)	
-11	- Basement	Ceramic F.T./grout/Adh (white)	
-12	-	Duct vibration dampener (white)	
-13	-	Ceramic wall tile/grout/mortar (Blue)	
-14	- Basement - Stairwell	Vinyl Stairtread (Brown) w/Adh. (Tan)	
-15	-	Fire door Insul. (white)	
-16A	- Retail Area	Plaster	
-16B	-		
-16C	-		

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.

Table II -



EMSL Analytical, Inc.

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<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352006983

Customer ID: BRAU50

Customer PO: B1600941.00

Project ID:

Attention: Rob Nordby
Braun Intertec
11001 Hampshire Avenue South
Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 07/22/2020 11:30 AM

Analysis Date: 07/23/2020

Collected Date:

Project: B1600941.00/ Midway (Bank America)

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
1462-1 352006983-0001	Bank America ATM Room North Wall - Sheetrock/joint compound	Tan/White Fibrous Heterogeneous	10% Cellulose <1% Glass	<1% Perlite 90% Non-fibrous (Other)	None Detected
<i>This is a composite result of wallboard, jt. compound, and tape</i>					
1462-2-Ceramic Tile 352006983-0002	Bank America ATM Room Center - 12-inch by 18-inch ceramic floor tile (tan/brown) with grout	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-2-Grout 352006983-0002A	Bank America ATM Room Center - 12-inch by 18-inch ceramic floor tile (tan/brown) with grout	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-3 352006983-0003	Bank America ATM Service Room North - 2-foot by 4-foot ceiling panels (pinhole)	Tan/White Fibrous Homogeneous	70% Cellulose 10% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
1462-4-Floor Tile 352006983-0004	Bank America ATM Service Room North - 12-inch by 12-inch floor tile (brown) with mastic (black)	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-4-Mastic 352006983-0004A	Bank America ATM Service Room North - 12-inch by 12-inch floor tile (brown) with mastic (black)	Black Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-5-Baseboard 352006983-0005	Bank America ATM Service Room East Wall - Vinyl baseboard (brown) with adhesive (gray)	Brown Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-5-Adhesive 352006983-0005A	Bank America ATM Service Room East Wall - Vinyl baseboard (brown) with adhesive (gray)	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-6 352006983-0006	Bank America ATM Room North Window - Rubber (black) sealant on window frames	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1462-7 352006983-0007	Bank America Bathroom Center - 2-foot by 4-foot ceiling panels (sheetrock)	Tan/White Fibrous Homogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected

Initial report from: 07/23/2020 16:08:53



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352006983
Customer ID: BRAU50
Customer PO: B1600941.00
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
1462-8-Ceramic Tile <small>352006983-0008</small>	Bank America Bathroom Center - 4-inch by 4-inch ceramic tile (reddish) with grout	Red Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-8-Grout <small>352006983-0008A</small>	Bank America Bathroom Center - 4-inch by 4-inch ceramic tile (reddish) with grout	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
1462-9-Paneling <small>352006983-0009</small>	Bank America Bathroom South Wall - Adhesive (tan) on fiberglass wall panels	White Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
1462-9-Adhesive <small>352006983-0009A</small>	Bank America Bathroom South Wall - Adhesive (tan) on fiberglass wall panels	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Lynn Scott (14)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, 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. All samples received in acceptable condition unless otherwise noted. 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. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 07/23/2020 16:08:53



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

06983

EMSL ANALYTICAL, INC.
3410 WINNETKA AVE N
NEW HOPE, MN 55427
PHONE: (763) 449-4922
FAX: (763) 449-4924

Company Name : Braun Intertec Corp		EMSL Customer ID: Brau50	
Street: 11001 Hampshire Ave Soouth		City: Bloomington	State/Province: MN
Zip/Postal Code: 55438	Country: USA	Telephone #: 952.995.2424	Fax #: 952.995.2020
Report To (Name): Robert Nordby		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: rnordby@braunintertec.com		Purchase Order: N/A	
Project Name/Number: B1500941.06 / Midway(Bank America)		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: MN		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** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 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		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	
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 - 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	
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: John Hauschildt		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1462-1 through 9	See attached - Table II		
Client Sample # (s): 1462-1 - 1462-9		Total # of Samples: 9	
Relinquished (Client): Robert Nordby		Date: 7.21.2020	Time: PM
Received (Lab): <i>Mindelahl W</i>		Date: 7-22-2020	Time: 11:30
Comments/Special Instructions: <i>Point Count of <1%, all layers</i>			

OVER
Composite
SR/JC

BRA N INTERTEC

The Science You Build On.

Table II. Bulk Asbestos Analytical Results

Client: Snelling Midway Redevelopment, LLC
 Location: Midway Shopping Center (1462 University Ave.)
 Date of Inspections: July 21, 2020
 Project: B1500941.06

Sample No.	Sample Location			Material	Asbestos Content (%) ¹
1462 University Avenue W. (ATM Space - Bank of America)					
1462-1	Bank America	ATM Room	North Wall	Sheetrock/joint compound	
1462-2	Bank America	ATM Room	Center	12-inch by 18-inch ceramic floor tile (tan/brown) with grout	
1462-3	Bank America	ATM Service Room	North	2-foot by 4-foot ceiling panels (pinhole)	
1462-4	Bank America	ATM Service Room	North	12-inch by 12-inch floor tile (brown) with mastic (black)	
1462-5	Bank America	ATM Service Room	East Wall	Vinyl base board (brown) with adhesive (gray)	
1462-6	Bank America	ATM Room	North Window	Rubber (black) sealant on window frames	
1462-7	Bank America	Bathroom	Center	2-foot by 4-foot ceiling panels (sheetrock)	
1462-8	Bank America	Bathroom	Center	4-inch by 4-inch ceramic tile (reddish) with grout	
1462-9	Bank America	Bathroom	South Wall	Adhesive (tan) on fiberglass wall panels	



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352007029
Customer ID: BRAU50
Customer PO: B1600941.06
Project ID:

Attention: Gaia Warden Braun Intertec 11001 Hampshire Avenue South Bloomington, MN 55438	Phone: (952) 995-2000 Fax: (952) 995-2020 Received Date: 07/23/2020 12:50 PM Analysis Date: 07/23/2020 Collected Date: 07/23/2020
Project: B1600941.06	

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
8-1-Sheetrock <i>352007029-0001</i>	Space GU- Former Urban Boat Builders Space - SRJC	Brown/White Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-1-Joint Compound <i>352007029-0001A</i>	Space GU- Former Urban Boat Builders Space - SRJC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-2A-Plaster <i>352007029-0002</i>	Space GU- Former Urban Boat Builders Space - Plaster	White/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-2A-Skim Coat <i>352007029-0002A</i>	Space GU- Former Urban Boat Builders Space - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-2B-Plaster <i>352007029-0003</i>	Space GU- Former Urban Boat Builders Space - Plaster	White/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-2B-Skim Coat <i>352007029-0003A</i>	Space GU- Former Urban Boat Builders Space - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-2C-Plaster <i>352007029-0004</i>	Space GU- Former Urban Boat Builders Space - Plaster	White/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-2C-Skim Coat <i>352007029-0004A</i>	Space GU- Former Urban Boat Builders Space - Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Report Comment: Change to project # per Rob verbal- AJL

Analyst(s) _____

Craig Santangelo (8)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, 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. All samples received in acceptable condition unless otherwise noted. 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. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Report amended: 07/23/2020 14:48:09 Replaces initial report from: 07/23/2020 13:29:10 Reason Code: Client-Change to Appearance

Appendix D
Asbestos Inspector Certificate

Certificate No: 5LM01282005IR

Expiration Date: January 28, 2021

This is to certify that

John Hauschildt

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.

White Bear Lake, MN on January 28, 2020

Examination Date: January 28, 2020

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811

JPH
Director, Env. Health Div.

No. AI2877

Issued: 02/04/2020



mn ASBESTOS
DEPARTMENT OF HEALTH INSPECTOR

Certified by:
State of Minnesota
Department of Health
Expires: 01/28/2021

John W Hauschildt
9168 211th St W
Lakeville, MN 55044

Grant / Brasle
Training Instructor

Pre-Demolition Hazardous Building Materials Inspection Report

Big Top Liquor
1544 University Avenue West
Saint Paul, Minnesota

Prepared for

Minneapolis Operating Group Mortenson Construction



August 16, 2020

Project B1900941.08

Mr. Derek Hansen
Mortenson Construction
Minneapolis Operating Group
700 Meadow Lane North
Minneapolis, MN 55422

Re: Pre-Demolition Hazardous Building Materials Inspection
Big Top Liquor
1544 University Avenue West
Saint Paul, Minnesota

Dear Mr. Hansen:

The enclosed report provides the results of the pre-demolition hazardous building materials inspection conducted on August 6, 2020 at the Big Top Liquor structure located at 1544 University Avenue West in Saint Paul, Minnesota (Site). Braun Intertec Corporation was authorized to conduct this inspection in accordance with our Mortenson Schedule A Task Order per our Master Agreement.

The following outline provides the structure of the report.

- Scope of Services
- Site Description
- Results
- Discussion
- Limitations

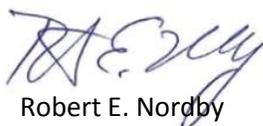
If you have any questions or need further assistance, please call Robert Nordby at 612.965.4184.

Sincerely,

BRAUN INTERTEC CORPORATION



Shawn Cazett
Field Scientist IV



Robert E. Nordby
Senior Scientist

Attachments:
Pre-Demolition Hazardous Building Materials Inspection Report

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Appendices

- A: Table I. Asbestos Building Inspection Results
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- 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 materials (ACM), conduct limited LBP testing of re-usable painted surfaces suspected of containing lead (if applicable), polychlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous material.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos.
- Collect and analyze one composite sample from the burn area and analyze for TCLP RCRA-8 metals using EPA Methods 6010/7470.
- 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 estimated ACM quantities based on visual observation.
- Generate a final report documenting the sample locations, analysis results, conditions, estimated ACM quantities and recommendations.

B. Site Description

The subject of the inspection is the former Big Top Liquor store structure located at 1544 University Avenue, Saint Paul, Minnesota (site). At the time of the inspection, the structure consisted of a fire debris burn pile and the structure was a primarily collapsed from a recent fire. The structure was vacant, significantly damaged and unoccupied at the time of the inspection.

C. Results

C.1. Asbestos

Fifteen (15) bulk samples were collected from eleven (11) homogenous materials on August 6, 2020 and submitted to EMSL Analytical, Inc., a microscopy laboratory that is fully accredited for 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 (ACM by regulatory definition):

- **No ACM was detected in the samples tested as part of this inspection.**

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-ACM by regulatory definition):

- 4-inch by 4-inch ceramic floor tile (red)
- Adhesive (white) on fiberglass wall paneling
- Adhesive (tan) pucks on ceiling
- Caulking (gray) at wall base
- Ceiling panels
- Debris on floor
- Drywall / joint compound
- Floor coverings (gray speck) with filler
- Paneling behind stucco materials
- Stucco materials
- Vinyl baseboard (gray) with adhesive (tan)

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 ACM, an estimated amount of each suspect material for the functional space, material conditions, 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 C.

Bulk asbestos analysis was conducted in accordance with U.S. Environmental Protection Agency (U.S. EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. Lead-Based Paint

No potential re-usable “painted” surfaces were observed at the time of the inspection; therefore no LBP testing was conducted. According to the Minnesota Administrative Rules 7035 and 7045, LBP testing is no longer required for demolition debris disposal. However, untested painted concrete from structures built before 1978 may not be recycled as fill or aggregate without obtaining a case-specific beneficial use determination from the MPCA. Painted wood may not be burned and the MPCA strongly discourages the reuse of untested painted lumber. Any potential LBP-containing demolition waste and/or debris generated during building renovation or demolition should be subject to proper handling and disposal, consistent with applicable regulations and requirements.

C.3. Ash Debris

One (1) ash debris composite sample was collected and placed in laboratory-supplied containers, labeled, and transported to the Pace Analytical, Inc. laboratory using chain-of-custody procedures. The composite sample was analyzed for the presence and concentrations of the following parameters:

- Total metals 8 RCRA metals using EPA Methods 6010D and 7470A

The RCRA regulatory level for arsenic is 5.0 milligrams per liter (mg/L). The results of the TCLP analysis indicated that the concentration of arsenic (3.8 mg/L) and, all other RCA metals were not detected above the laboratory reporting limits. None of the detected results exceeded limits, therefore the material is not considered hazardous.

A table with the ash sample analytical results, along with regulatory disposal thresholds, is provided as Table 1. A copy of the complete laboratory report is attached in Appendix D.

C.4. 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.4.a. Polychlorinated Biphenyls

- Light ballasts

C.4.b. Mercury

- Electrical Systems – electrical panels, switch gear, security system panel
- Heating – Natural gas furnace
- Lighting – fluorescent lamps

C.4.c. Chlorofluorocarbons and Hydrochlorofluorocarbons

- Refrigerants – Rooftop Heating Ventilation Air Conditioning (HVAC)

C.4.d. Miscellaneous

- Coolers
- Water heater

D. Discussion

D.1. Ash Debris

The composite sample was also analyzed for total RCRA-8 metals. Arsenic was detected in the composite ash debris but do not exceed the RCRA regulatory limits, therefore the material is not considered hazardous. In regards to the concentrations detected, the results are reported as the weight in milligrams of the respective metal per the overall weight of the ash sample in kilograms.

D.2. 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

In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, and other inaccessible areas. Destructive investigation was performed in an attempt to locate hazardous materials in inaccessible areas of the building. However, it was not feasible to inspect 100 percent of these areas. Also, the potential exists for hazardous materials to be found outside the building buried underground. Braun Intertec cannot be held responsible for the presence of any such hidden materials. In the case of building 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.

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. 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: August 16, 2020

Shawn J. Cazett

Field Scientist

Minnesota Department of Health Asbestos Inspector No: AI10276

Appendix A

Table I. Asbestos Building Inspection Results

Client: Mortenson Construction

Location: Big Top Liquor, 1544 University Ave. W., Saint Paul, Minnesota

Date of Inspection: August 6, 2020

Project: B1600941.08

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
Show room floor	Drywall/joint compound	No	1	Throughout	D	0
Show room floor	Ceiling panel	No	2	2,500 ft ²	D	0
Show room floor	Adhesive pucks on ceiling	No	3	800 ft ²	D	0
Show room floor	4-inch by 4-inch ceramic floor tile (red)	No	4	950 ft ²	D	0
Rear hallway / restrooms	Floor covering (gray speck) with filler	No	5	400 ft ²	D	0
Rear hallway / restrooms	Adhesive on fiberglass wall paneling	No	6	250 ft ²	D	0
Rear restroom hallway	Vinyl baseboard (gray) with adhesive (tan)	No	7	230 ft ²	D	0
Front office	Debris on floor	No	8	250 ft ²	D	0
Exterior	Paneling behind stucco	No	9	10 ft ²	D	0
Exterior	Stucco material	No	10A-E	2,700 ft ²	D	0
Exterior	Caulking at wall base	No	11	350 ft ²	D	0

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: Mortenson Construction
 Location: Big Top Liquor, 1544 University Ave. W., Saint Paul, Minnesota
 Date of Inspection: August 6, 2020
 Project: B1600941.08

Sample No.	Sample Location	Material Description	Asbestos Content (%) ¹
1	Show room floor	Drywall/joint compound	N.D. ²
2	Show room floor	Ceiling panel	N.D.
3	Show room floor	Adhesive (tan) pucks on ceiling	N.D.
4	Show room floor	4-inch by 4-inch ceramic floor tile (red)	N.D.
5	Rear hallway / restrooms	Floor covering (gray speck) with filler	N.D.
6	Rear hallway / restrooms	Adhesive (white) on fiberglass wall paneling	N.D.
7	Rear restroom hallway	Vinyl baseboard (gray) with adhesive (tan)	N.D.
8	Front office	Burn debris pile on floor	N.D.
9	Exterior	Paneling behind stucco	N.D.
10A	Exterior	Stucco material	N.D.
10B	Exterior	Stucco material	N.D.
10C	Exterior	Stucco material	N.D.
10D	Exterior	Stucco material	N.D.
10E	Exterior	Stucco material	N.D.
11	Exterior	Caulking (gray) at wall base	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
Bulk Asbestos Analysis Reports



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352007498

Customer ID: BRAU50

Customer PO: B1600941.08

Project ID:

Attention: Shawn Cazett
Braun Intertec
11001 Hampshire Avenue South
Bloomington, MN 55438

Phone: (952) 995-2000

Fax: (952) 995-2020

Received Date: 08/06/2020 1:45 PM

Analysis Date: 08/07/2020

Collected Date:

Project: B1600941.08

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
1 352007498-0001 <i>Drywall only</i>	Big top liquor Show room floor - Drywall/joint compound	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
2 352007498-0002	Big top liquor Show room floor - Ceiling panel	Gray Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
3 352007498-0003	Big top liquor Show room floor - Adhesive pucks on ceiling	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 352007498-0004	Big top liquor Show room floor - 4-inch by 4-inch ceramic floor tile (red)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-Flooring 352007498-0005	Big top liquor Rear hall/restrooms - Floor covering (gray speck) with filler	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
5-Filler 352007498-0005A	Big top liquor Rear hall/restrooms - Floor covering (gray speck) with filler	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
6-Paneling 352007498-0006	Big top liquor Rear hall/restrooms - Adhesive on fiberglass wall paneling	White Fibrous Heterogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
6-Mastic 352007498-0006A	Big top liquor Rear hall/restrooms - Adhesive on fiberglass wall paneling	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
7-Baseboard 352007498-0007	Big top liquor Rear hall/restrooms - Vinyl baseboard on fiberglass wall paneling	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
7-Adhesive 352007498-0007A	Big top liquor Rear hall/restrooms - Vinyl baseboard on fiberglass wall paneling	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
8 352007498-0008	Big top liquor Front office - Vinyl baseboard (gray) with adhesive (tan)	Gray Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
9 352007498-0009	Big top liquor Exterior - Debris on floor	Tan Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected

Initial report from: 08/07/2020 14:05:13



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352007498
Customer ID: BRAU50
Customer PO: B1600941.08
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
10A-White Layer 352007498-0010	Big top liquor Exterior - Paneling behind stucco	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10A-Tan Layer 352007498-0010A	Big top liquor Exterior - Paneling behind stucco	Tan Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10B-White Layer 352007498-0011	Big top liquor Exterior - Stucco material	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10B-Gray Layer 352007498-0011A	Big top liquor Exterior - Stucco material	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10C-White Layer 352007498-0012	Big top liquor Exterior - Stucco material	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10C-Gray Layer 352007498-0012A	Big top liquor Exterior - Stucco material	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10D-White Layer 352007498-0013	Big top liquor Exterior - Stucco material	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10D-Gray Layer 352007498-0013A	Big top liquor Exterior - Stucco material	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10E-White Layer 352007498-0014	Big top liquor Exterior - Stucco material	White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
10E-Gray Layer 352007498-0014A	Big top liquor Exterior - Stucco material	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
11 352007498-0015	Big top liquor Exterior - Caulking at wall base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Lynn Scott (23)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, 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. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. 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. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 08/07/2020 14:05:13



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRADING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number *(lab use only)*:

07498

Company Name : Braun Intertec Corp		EMSL Customer ID: Brau50	
Street: 11001 Hampshire Ave South		City: Bloomington	State or Province: MN
Zip/Postal Code: 952	Country: USA	Telephone #: 952.995.2000	Fax #:
Report To (Name): Shawn Cazett		Please Provide Results via: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
email Address: scazett@braunintertec.com		Purchase Order Number: N/A	
Client Project ID: B1600941.08		EMSL Project ID <i>(internal use only)</i> :	
State or Province Collected: Minnesota		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - <i>If bill to is different note instructions in comment. Third party billing requires written authorization from third party</i>			
Turnaround Time (TAT) Options Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 32 Hour* <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
<small>*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.</small>			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		Other tests (please specify)	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material		<input type="checkbox"/>	
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 08/06/2020	
Sampler's Name: Shawn Cazett		Sampler's Signature:	
Sample #	HA #	Sample Location	Material Description
		See table 2	
Client Sample # (s):		Total # of Samples:	
Relinquished by (Client): Shawn Cazett		Date: 08/06/20	Time: 1:30
Received by (Lab):		Date: 8-6-2020	Time: 1:45
Comments/Special Instructions: if any sample is detected <1%, call for direction with respect to Point Counting for samples reported as <1% SB/IC - test and report all layers plus composite ***DO NOT SEND TO OTHER LABS WITHOUT			

BRAUN INTERTEC

The Science You Build On.

07498

Table II. Bulk Asbestos Analytical Results

Client: RD Management LLC

Location: Big Top Liquor (former Perkins) 1544 University Avenue West Saint Paul, Minnesota

Date of Inspection: 08/06/2020

Project: B1600941.08

Sample No.	Sample Location		Material	Asbestos Content (%) ¹
1	Big top liquor	Show room floor	Drywall/joint compound	
2	Big top liquor	Show room floor	Ceiling panel	
3	Big top liquor	Show room floor	Adhesive pucks on ceiling	
4	Big top liquor	Show room floor	4-inch by 4-inch ceramic floor tile (red)	
5	Big top liquor	Rear hall/restrooms	Floor covering (gray speck) with filler	
6	Big top liquor	Rear hall/restrooms	Restroom Adhesive on fiberglass wall paneling	
7	Big top liquor	Rear hall/restrooms	Hallway Vinyl baseboard (gray) with adhesive (tan)	
8	Big top liquor	Front office	Debris on floor	
9	Big top liquor	Exterior	Paneling behind stucco	
10A	Big top liquor	Exterior	Stucco material	
10B	Big top liquor	Exterior	Stucco material	
10C	Big top liquor	Exterior	Stucco material	
10D	Big top liquor	Exterior	Stucco material	
10E	Big top liquor	Exterior	Stucco material	
11	Big top liquor	Exterior	Caulking at wall base	

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S.EPA.

- Asbestos content is indicated as an approximate percent by area.
- N.D. = None Detected
- N.A. = Not Analyzed
- < = Less than

5. Point Count Analysis detected less than 1% asbestos content. When material samples contains less than one percent asbestos and therefore is not considered an ACM in accordance with the EPA, MDH and MPCA regulations.

* Note: The joint compound associated with the sheetrock wallboard system (joint compound, tape, sheetrock) contains <1-2% chrysotile asbestos. The Environmental Protection Agency (EPA), Minnesota Department of Health (MDH) and Minnesota Pollution Control Agency (MPCA) consider the entire wallboard system, when determining whether or not it is a Regulated Asbestos-Containing Material (RACM). When the above joint compound is analyzed as a composite sample with the sheetrock wallboard system, the composite sample contains <1% asbestos (verified by Point Count analysis), and therefore is not considered an RACM. The Occupational Safety and Health Administration (OSHA) Asbestos Standard applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of asbestos involved. Therefore, any disturbance of the joint compound would be subject to applicable OSHA requirements for asbestos.

** Note: The boiler breeching / stack insulation contains <0.25% anthophyllite asbestos (verified by 400 Point Count Analysis). The Environmental Protection Agency (EPA), Minnesota Department of Health (MDH) and Minnesota Pollution Control Agency (MPCA) do not consider this materials to a RACM. However, OSHA Asbestos Standard applies to all situations where employees are potentially exposed to asbestos, regardless of the quantity of asbestos involved. Therefore, any disturbance of the insulation material would be subject to applicable OSHA requirements for asbestos.

Appendix D
TCLP Analytical Results

August 12, 2020

Ken Larsen
Braun Intertec
11001 Hampshire Ave S
Bloomington, MN 55438

RE: Project: B1600941.08 Big Top Liquor
Pace Project No.: 10527582

Dear Ken Larsen:

Enclosed are the analytical results for sample(s) received by the laboratory on August 06, 2020. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Minneapolis

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Bob Michels
bob.michels@pacelabs.com
(612)709-5046
Project Manager

Enclosures

cc: Shawn Cazett, Braun Intertec
Robert Nordby, Braun Intertec



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

Pace Analytical Services - Minneapolis MN

A2LA Certification #: 2926.01	Minnesota Petrofund Certification #: 1240
Alabama Certification #: 40770	Mississippi Certification #: MN00064
Alaska Contaminated Sites Certification #: 17-009	Missouri Certification #: 10100
Alaska DW Certification #: MN00064	Montana Certification #: CERT0092
Arizona Certification #: AZ0014	Nebraska Certification #: NE-OS-18-06
Arkansas DW Certification #: MN00064	Nevada Certification #: MN00064
Arkansas WW Certification #: 88-0680	New Hampshire Certification #: 2081
California Certification #: 2929	New Jersey Certification #: MN002
CNMI Saipan Certification #: MP0003	New York Certification #: 11647
Colorado Certification #: MN00064	North Carolina DW Certification #: 27700
Connecticut Certification #: PH-0256	North Carolina WW Certification #: 530
EPA Region 8+Wyoming DW Certification #: via MN 027-053-137	North Dakota Certification #: R-036
Florida Certification #: E87605	Ohio DW Certification #: 41244
Georgia Certification #: 959	Ohio VAP Certification #: CL101
Guam EPA Certification #: MN00064	Oklahoma Certification #: 9507
Hawaii Certification #: MN00064	Oregon Primary Certification #: MN300001
Idaho Certification #: MN00064	Oregon Secondary Certification #: MN200001
Illinois Certification #: 200011	Pennsylvania Certification #: 68-00563
Indiana Certification #: C-MN-01	Puerto Rico Certification #: MN00064
Iowa Certification #: 368	South Carolina Certification #: 74003001
Kansas Certification #: E-10167	Tennessee Certification #: TN02818
Kentucky DW Certification #: 90062	Texas Certification #: T104704192
Kentucky WW Certification #: 90062	Utah Certification #: MN00064
Louisiana DEQ Certification #: 03086	Vermont Certification #: VT-027053137
Louisiana DW Certification #: MN00064	Virginia Certification #: 460163
Maine Certification #: MN00064	Washington Certification #: C486
Maryland Certification #: 322	West Virginia DEP Certification #: 382
Massachusetts DWP Certification #: via MN 027-053-137	West Virginia DW Certification #: 9952 C
Michigan Certification #: 9909	Wisconsin Certification #: 999407970
Minnesota Certification #: 027-053-137	Wyoming UST Certification #: via A2LA 2926.01
Minnesota Dept of Ag Certification #: via MN 027-053-137	

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SAMPLE SUMMARY

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

Lab ID	Sample ID	Matrix	Date Collected	Date Received
10527582001	Ash-1	Solid	08/06/20 10:00	08/06/20 16:40

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SAMPLE ANALYTE COUNT

Project: B1600941.08 Big Top Liquor
Pace Project No.: 10527582

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
10527582001	Ash-1	EPA 6010D	DM	7	PASI-M
		EPA 7470A	LMW	1	PASI-M

PASI-M = Pace Analytical Services - Minneapolis

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

Method: EPA 6010D

Description: 6010D MET ICP, TCLP

Client: Braun Intertec Corporation

Date: August 12, 2020

General Information:

1 sample was analyzed for EPA 6010D by Pace Analytical Services Minneapolis. All samples were received in acceptable condition with any exceptions noted below or on the chain-of custody and/or the sample condition upon receipt form (SCUR) attached at the end of this report.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 3010A with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank, where applicable, with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Additional Comments:

Analyte Comments:

QC Batch: 691579

- Ash-1 (Lab ID: 10527582001)
 - Arsenic
 - Barium
 - Cadmium
 - Chromium
 - Lead
 - Selenium
 - Silver

REPORT OF LABORATORY ANALYSIS

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PROJECT NARRATIVE

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

Method: EPA 7470A

Description: 7470A Mercury, TCLP

Client: Braun Intertec Corporation

Date: August 12, 2020

General Information:

1 sample was analyzed for EPA 7470A by Pace Analytical Services Minneapolis. All samples were received in acceptable condition with any exceptions noted below or on the chain-of custody and/or the sample condition upon receipt form (SCUR) attached at the end of this report.

Hold Time:

The samples were analyzed within the method required hold times with any exceptions noted below.

Sample Preparation:

The samples were prepared in accordance with EPA 7470A with any exceptions noted below.

Initial Calibrations (including MS Tune as applicable):

All criteria were within method requirements with any exceptions noted below.

Continuing Calibration:

All criteria were within method requirements with any exceptions noted below.

Method Blank:

All analytes were below the report limit in the method blank, where applicable, with any exceptions noted below.

Laboratory Control Spike:

All laboratory control spike compounds were within QC limits with any exceptions noted below.

Matrix Spikes:

All percent recoveries and relative percent differences (RPDs) were within acceptance criteria with any exceptions noted below.

Additional Comments:

Analyte Comments:

QC Batch: 691578

- Ash-1 (Lab ID: 10527582001)
 - Mercury

This data package has been reviewed for quality and completeness and is approved for release.

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

Sample: Ash-1 **Lab ID: 10527582001** Collected: 08/06/20 10:00 Received: 08/06/20 16:40 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6010D MET ICP, TCLP		Analytical Method: EPA 6010D Preparation Method: EPA 3010A Leachate Method/Date: EPA 1311; 08/07/20 14:00 Initial pH: 8.52; Final pH: 2.07 Pace Analytical Services - Minneapolis						
Arsenic	3.8	mg/L	0.50	1	08/11/20 12:12	08/12/20 12:02	7440-38-2	
Barium	ND	mg/L	1.0	1	08/11/20 12:12	08/12/20 12:02	7440-39-3	
Cadmium	ND	mg/L	0.050	1	08/11/20 12:12	08/12/20 12:02	7440-43-9	
Chromium	ND	mg/L	0.50	1	08/11/20 12:12	08/12/20 12:02	7440-47-3	
Lead	ND	mg/L	0.50	1	08/11/20 12:12	08/12/20 12:02	7439-92-1	
Selenium	ND	mg/L	0.10	1	08/11/20 12:12	08/12/20 12:02	7782-49-2	
Silver	ND	mg/L	0.10	1	08/11/20 12:12	08/12/20 12:02	7440-22-4	
7470A Mercury, TCLP		Analytical Method: EPA 7470A Preparation Method: EPA 7470A Leachate Method/Date: EPA 1311; 08/07/20 14:00 Initial pH: 8.52; Final pH: 2.07 Pace Analytical Services - Minneapolis						
Mercury	ND	mg/L	0.00060	1	08/11/20 14:23	08/11/20 16:22	7439-97-6	

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: B1600941.08 Big Top Liquor
Pace Project No.: 10527582

QC Batch: 691578 Analysis Method: EPA 7470A
QC Batch Method: EPA 7470A Analysis Description: 7470A Mercury TCLP
Laboratory: Pace Analytical Services - Minneapolis

Associated Lab Samples: 10527582001

METHOD BLANK: 3697516 Matrix: Water
Associated Lab Samples: 10527582001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/L	ND	0.00060	08/11/20 16:04	

METHOD BLANK: 3696176 Matrix: Water
Associated Lab Samples: 10527582001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/L	ND	0.00060	08/11/20 16:28	

METHOD BLANK: 3696177 Matrix: Water
Associated Lab Samples: 10527582001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Mercury	mg/L	ND	0.00060	08/11/20 16:30	

LABORATORY CONTROL SAMPLE: 3697517

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Mercury	mg/L	0.015	0.015	103	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 3697518 3697519

Parameter	Units	10526176001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Mercury	mg/L	<0.24 ug/L	0.015	0.015	0.015	0.015	102	100	80-120	3	20	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: B1600941.08 Big Top Liquor
Pace Project No.: 10527582

QC Batch: 691579 Analysis Method: EPA 6010D
QC Batch Method: EPA 3010A Analysis Description: 6010D TCLP
Laboratory: Pace Analytical Services - Minneapolis

Associated Lab Samples: 10527582001

METHOD BLANK: 3697520 Matrix: Water
Associated Lab Samples: 10527582001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Arsenic	mg/L	ND	0.50	08/12/20 11:30	
Barium	mg/L	ND	1.0	08/12/20 11:30	
Cadmium	mg/L	ND	0.050	08/12/20 11:30	
Chromium	mg/L	ND	0.50	08/12/20 11:30	
Lead	mg/L	ND	0.50	08/12/20 11:30	
Selenium	mg/L	ND	0.10	08/12/20 11:30	
Silver	mg/L	ND	0.10	08/12/20 11:30	

METHOD BLANK: 3696176 Matrix: Water
Associated Lab Samples: 10527582001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Arsenic	mg/L	ND	0.50	08/12/20 11:32	
Barium	mg/L	ND	1.0	08/12/20 11:32	
Cadmium	mg/L	ND	0.050	08/12/20 11:32	
Chromium	mg/L	ND	0.50	08/12/20 11:32	
Lead	mg/L	ND	0.50	08/12/20 11:32	
Selenium	mg/L	ND	0.10	08/12/20 11:32	
Silver	mg/L	ND	0.10	08/12/20 11:32	

METHOD BLANK: 3696177 Matrix: Water
Associated Lab Samples: 10527582001

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Arsenic	mg/L	ND	0.50	08/12/20 11:33	
Barium	mg/L	ND	1.0	08/12/20 11:33	
Cadmium	mg/L	ND	0.050	08/12/20 11:33	
Chromium	mg/L	ND	0.50	08/12/20 11:33	
Lead	mg/L	ND	0.50	08/12/20 11:33	
Selenium	mg/L	ND	0.10	08/12/20 11:33	
Silver	mg/L	ND	0.10	08/12/20 11:33	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

LABORATORY CONTROL SAMPLE: 3697521

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Arsenic	mg/L	5	5.6	113	80-120	
Barium	mg/L	5	5.4	108	80-120	
Cadmium	mg/L	5	5.6	112	80-120	
Chromium	mg/L	5	5.4	108	80-120	
Lead	mg/L	5	5.5	110	80-120	
Selenium	mg/L	5	5.8	116	80-120	
Silver	mg/L	2.5	2.8	110	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 3697522 3697523

Parameter	Units	10527358001		3697522		3697523		% Rec	% Rec	% Rec Limits	RPD	Max RPD	Qual
		Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec						
Arsenic	mg/L	ND	5	5	5.9	6.0	118	119	75-125	1	20		
Barium	mg/L	3.8	5	5	8.8	8.9	101	102	75-125	1	20		
Cadmium	mg/L	ND	5	5	5.3	5.4	106	107	75-125	1	20		
Chromium	mg/L	ND	5	5	5.3	5.4	107	108	75-125	1	20		
Lead	mg/L	ND	5	5	5.3	5.3	106	106	75-125	1	20		
Selenium	mg/L	ND	5	5	5.8	5.8	116	116	75-125	0	20		
Silver	mg/L	ND	2.5	2.5	3.0	3.0	118	119	75-125	1	20		

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: B1600941.08 Big Top Liquor

Pace Project No.: 10527582

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

ANALYTE QUALIFIERS

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: B1600941.08 Big Top Liquor
Pace Project No.: 10527582

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
10527582001	Ash-1	EPA 3010A	691579	EPA 6010D	691967
10527582001	Ash-1	EPA 7470A	691578	EPA 7470A	691930

REPORT OF LABORATORY ANALYSIS

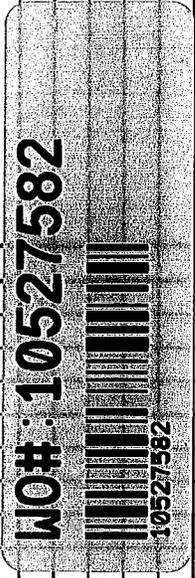
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CHAIN-OF-CUSTODY / Analytical Request Document

The Chain-of-Custody is a LEGAL DOCUMENT. All relevant fields must be completed accurately.

Section A Required Client Information:		Section B Required Project Information:		Section C Invoice Information:	
Company:	Braun Intertec	Report To:	Ken Larsen	Attention:	
Address:	11001 Hampshire Ave South Bloomington, MN 55438	Copy To:	Rnordby@braunintertec.com	Company Name:	Braun Intertec
Mail To:	Klarsen@braunintertec.com	Purchase Order No.:	Scazett@braunintertec.com	Address:	Same
Phone:	763.486.5187	Project Name:	Big top liquor	Pace Quote Reference:	
Requested Due Date/TAT:	Site	Project Number:	Project: B1600941.08	Pace Project Manager:	Bob Michaels
				Pace Profile #:	25100
				Site Location:	MN
				STATE:	
				REGULATORY AGENCY:	
				<input type="checkbox"/> NPDES	<input type="checkbox"/> GROUND WATER
				<input type="checkbox"/> UST	<input type="checkbox"/> RCRA
				<input type="checkbox"/>	<input type="checkbox"/> DRINKING WATER
				<input type="checkbox"/>	<input type="checkbox"/> OTHER

ITEM #	Section D Required Client Information	Valid Matrix Codes MATRIX CODE DRINKING WATER DW WASTE WATER WW PRODUCT P SOIL/SOLID SL OIL OL WIPE WIP AIR AR OTHER OT TISSUE TS	COLLECTED		SAMPLE TYPE (G=GRAB C=COMP)	MATRIX CODE (see valid codes to left)	# OF CONTAINERS	Preservatives Unpreserved H ₂ SO ₄ HNO ₃ HCl NaOH Na ₂ S ₂ O ₃ Methanol Other	Requested Analysis Filtered (Y/N)	Residual Chlorine (Y/N)	Pace Project No./ Lab I.D.
			COMPOSITE START	COMPOSITE END/GRAB							
1	Ash-1		COMPOSITE START	COMPOSITE END/GRAB	C	SL	2			601	
2											
3											
4											
5											
6	Trip Blank										
7											
8											
9											
10											
11											
12											



ADDITIONAL COMMENTS	RELINQUISHED BY / AFFILIATION	DATE	TIME	ACCEPTED BY / AFFILIATION	DATE	TIME	SAMPLE CONDITIONS	Temp in °C	Received on	Custody	Samples Intact
	Shawn Cazett	8/6/20	1:00	Shawn Cazett	8/6/20	1350	Y		8/6/20 1350	Y	Y
	Shawn Cazett	8/6/20	1350	Shawn Cazett	8/6/20	1555	Y		8/6/20 1555	Y	Y
	Shawn Cazett	8/6/20	1640	Shawn Cazett	8/6/20	1640	Y		8/6/20 1640	Y	Y

*Important Note: By signing this form you are accepting Pace's NET 30-day payment terms and agreeing to late charges of 1.5% per month for any invoices not paid within 30 days.



Document Name:
Sample Condition Upon Receipt (SCUR) - MN

Document Revised: 27Mar2020

Page 1 of 1

Document No.:
ENV-FRM-MIN4-0150 Rev.00

Pace Analytical Services -
Minneapolis

Sample Condition
Upon Receipt

Client Name:

Project #:

WO#: 10527582

Courier:

Fed Ex UPS USPS Client
 Pace SpeedDee Commercial See Exceptions

PM: BM2

Due Date: 08/13/20

CLIENT: Braun-BLM

Tracking Number:

Custody Seal on Cooler/Box Present? Yes No

Seals Intact? Yes No

Biological Tissue Frozen? Yes No N/A

Packing Material: Bubble Wrap Bubble Bags None Other: _____

Temp Blank? Yes No

Thermometer: T1(0461) T2(1336) T3(0459)
 T4(0254) T5(0489)

Type of Ice: Wet Blue None Dry Melted

Did Samples Originate in West Virginia? Yes No Were All Container Temps Taken? Yes No N/A

Temp should be above freezing to 6°C Cooler Temp Read w/temp blank: 0.8 °C

Average Corrected Temp
(no temp blank only): See Exceptions
 1 Container

Correction Factor: -0.2 Cooler Temp Corrected w/temp blank: 0.6 °C

USDA Regulated Soil: (N/A, water sample/Other: _____)

Date/Initials of Person Examining Contents: TR 8/6/20

Did samples originate in a quarantine zone within the United States: AL, AR, CA, FL, GA, ID, LA, MS, NC, NM, NY, OK, OR, SC, TN, TX or VA (check maps)? Yes No

Did samples originate from a foreign source (internationally, including Hawaii and Puerto Rico)? Yes No

If Yes to either question, fill out a Regulated Soil Checklist (F-MN-Q-338) and include with SCUR/COC paperwork.

		COMMENTS:
Chain of Custody Present and Filled Out?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1.
Chain of Custody Relinquished?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2.
Sampler Name and/or Signature on COC?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Samples Arrived within Hold Time?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	4.
Short Hold Time Analysis (<72 hr)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5. <input type="checkbox"/> Fecal Coliform <input type="checkbox"/> HPC <input type="checkbox"/> Total Coliform/E coli <input type="checkbox"/> BOD/cBOD <input type="checkbox"/> Hex Chrome <input type="checkbox"/> Turbidity <input type="checkbox"/> Nitrate <input type="checkbox"/> Nitrite <input type="checkbox"/> Orthophos <input type="checkbox"/> Other
Rush Turn Around Time Requested?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6.
Sufficient Volume?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7.
Correct Containers Used?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	8.
-Pace Containers Used?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Containers Intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9.
Field Filtered Volume Received for Dissolved Tests?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	10. Is sediment visible in the dissolved container? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is sufficient information available to reconcile the samples to the COC?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	11. If no, write ID/ Date/Time on Container Below: <input type="checkbox"/> See Exception
Matrix: <input type="checkbox"/> Water <input checked="" type="checkbox"/> Soil <input type="checkbox"/> Oil <input type="checkbox"/> Other		
All containers needing acid/base preservation have been checked?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	12. Sample #
All containers needing preservation are found to be in compliance with EPA recommendation? (HNO ₃ , H ₂ SO ₄ , <2pH, NaOH >9 Sulfide, NaOH >12 Cyanide)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> NaOH <input type="checkbox"/> HNO ₃ <input type="checkbox"/> H ₂ SO ₄ <input type="checkbox"/> Zinc Acetate
Exceptions: VOA, Coliform, TOC/DOC Oil and Grease, DRO/8015 (water) and Dioxin/PFAS	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Positive for Res. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Exception Chlorine? <input type="checkbox"/> No <input type="checkbox"/> pH Paper Lot# <input type="checkbox"/>
		Res. Chlorine 0-6 Roll 0-6 Strip 0-14 Strip
Extra labels present on soil VOA or WIDRO containers?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13. <input type="checkbox"/> See Exception
Headspace in VOA Vials (greater than 6mm)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Trip Blank Present?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Trip Blank Custody Seals Present?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Pace Trip Blank Lot # (if purchased):

CLIENT NOTIFICATION/RESOLUTION

Person Contacted: _____

Date/Time: _____

Field Data Required? Yes No

Comments/Resolution: _____

Project Manager Review: JmaStein

Date: 8/7/20

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers).

Labeled by: CEG

Table 1
TCLP Analytical Results
1544 University Avenue West; Saint Paul, Minnesota
Project B1600941.08

Compound/Parameter	EPA Hazardous Waste Number	CAS No.	Sample Identifier and Date Collected	Regulatory Level (mg/L)
			1 Ash	
			6-Aug-20	
Toxicity Characteristic Leaching Procedure (TCLP) - Metals (mg/L)				
Arsenic	D004	7440-38-2	3.8	5.0
Barium	D005	7440-39-3	<1.0	100.0
Cadmium	D006	7440-43-9	<0.050	1.0
Chromium	D007	7440-47-3	<0.50	5.0
Lead	D008	7439-92-1	0.99	5.0
Mercury	D009	7439-97-6	0.002	0.2
Selenium	D010	7782-49-2	<0.10	1.0
Silver	D011	7440-22-4	<0.10	5.0

Notes

Regulatory Level = Maximum Concentration of Contaminants for the Toxicity Characteristic from 40 CFR 261.24.

mg/L = Milligrams per liter.

< = Not detected at or above the laboratory reporting limit indicated.

Appendix E
Asbestos Inspector Certificate

Certificate No: 5LM06112014IR

Expiration Date: June 11, 2021

This is to certify that
Shawn J. Cazett
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

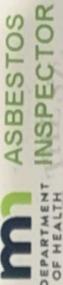
Lake States Environmental, Ltd.

in
Remote Attendance, MN on June 11, 2020

Examination Date: June 11, 2020

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor



DEPARTMENT OF HEALTH
ASBESTOS INSPECTOR

Certified by:
State of Minnesota
Department of Health

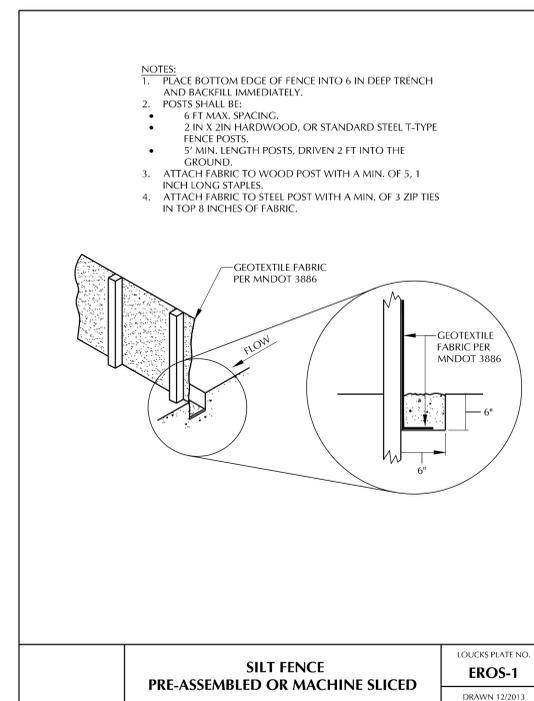
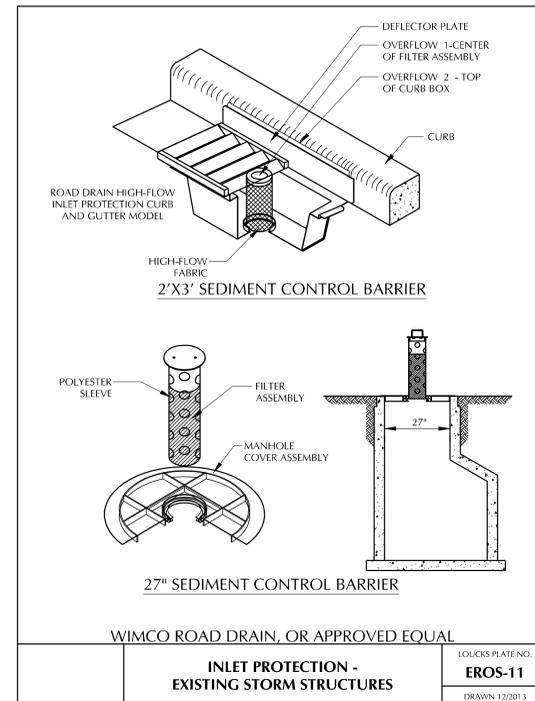
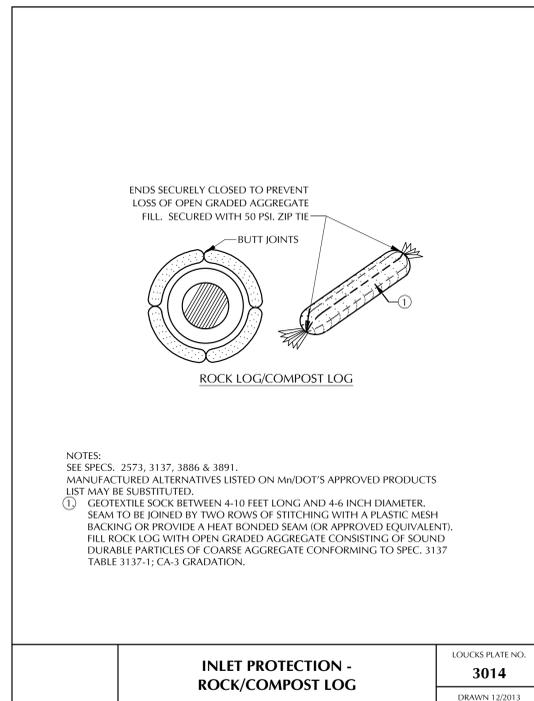
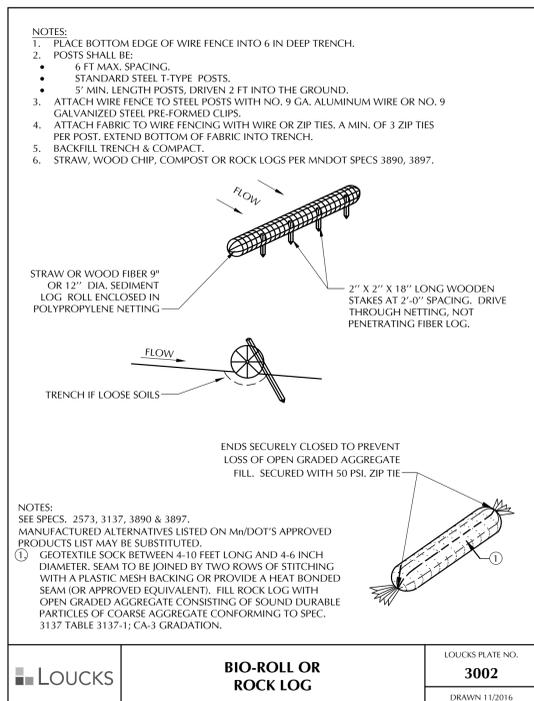
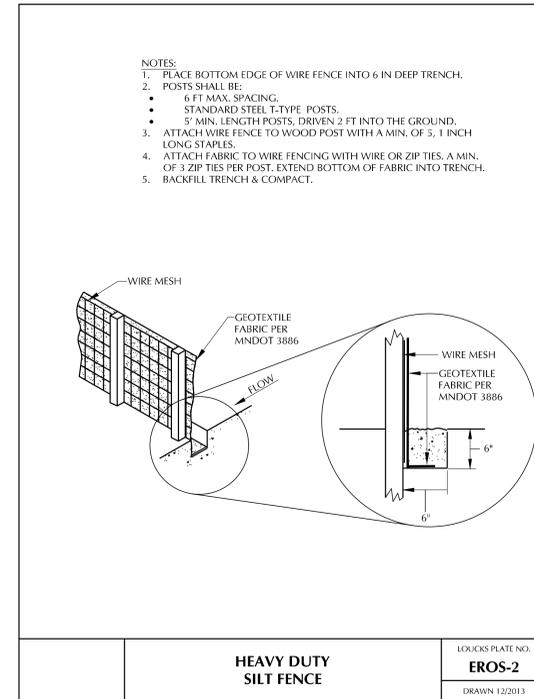
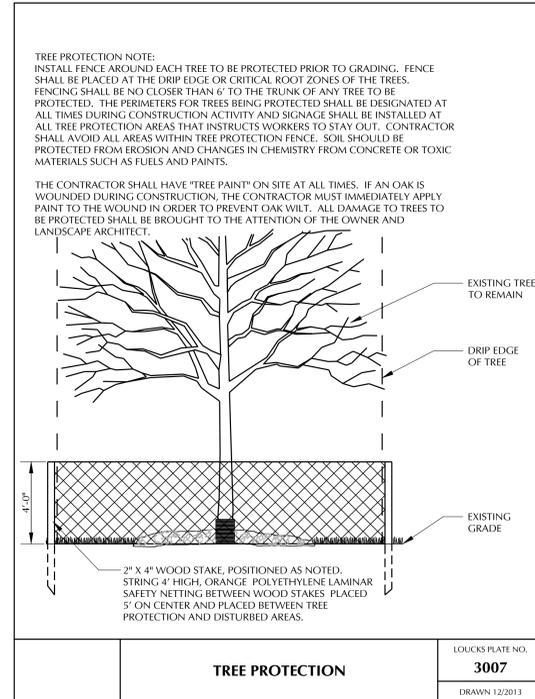
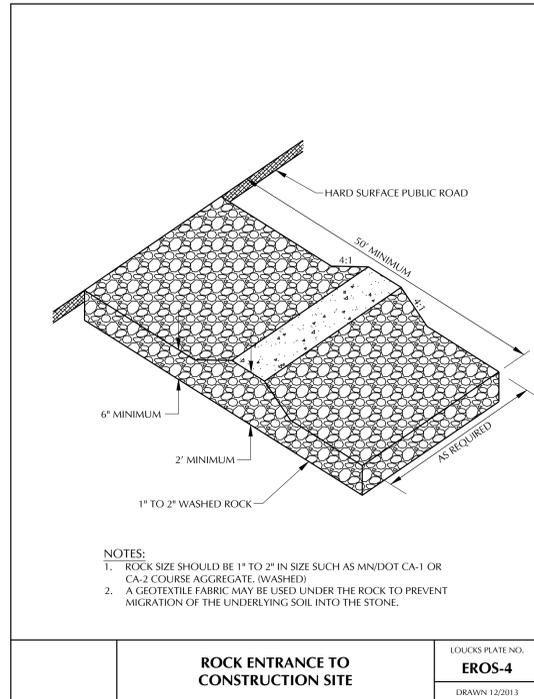
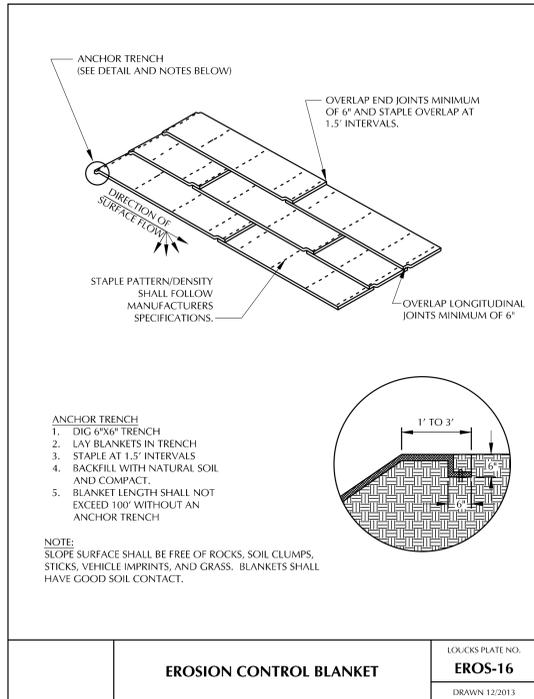
Expires: 06/11/2021

Shawn J Cazett
6540 154th Ln NW
Ramsey, MN 55303



Director, Env. Health Div.

No. A110276 Issued: 08/04/2020



CADD QUALIFICATION

CADD files prepared by the Consultant for this project are prepared by the Consultant professional services for use solely with respect to this project. These CADD files shall not be used for any other project without the written approval of the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intellectual or contractual matters, additions, or deletions to these CADD files shall be made in the field of the party making such revisions, additions or deletions and the party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTALS/REVISIONS

06/04/21 SITE SWPPP

PROFESSIONAL SIGNATURE

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.

Valentina M. Anderson - PE 43423
License No. 06/04/21
Date

QUALITY CONTROL

Loecks Project No. 16028.0M
Project Lead JAS
Drawn By VMA
Checked By VMA
Review Date 06/04/21

SHEET INDEX

C3-2 SWPPP
C3-3 SWPPP NOTES
C3-4 SWPPP DETAILS