



**Duluth Seaway
Port Authority**

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ADDENDUM ONE (1)

RFP: CONSTRUCTION MANAGER AT RISK EAST ANNEX WAREHOUSE EXPANSION

Date: March 16, 2021

From: Dean Lembke, Facilities Manager

To: All Request for Proposal Holders

ADDENDUM SUMMARY:

1. State of Minnesota Port Development Assistance Program and Department of Transportation Maritime Administration grant documents.
2. Answer to questions received.
3. Most current conceptual warehouse expansion plan.
4. East Annex Warehouse 2001 plan set.

General Obligation Bond Proceeds

Grant Agreement - Construction Grant
for the
East Annex Warehouse
Project
under the
Port Development Assistance
Program

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General Obligation Bond Proceeds
Grant Agreement – Construction Grant
for the
East Annex Warehouse
Project
under the
Port Development Assistance
Program

THIS AGREEMENT shall be effective as of _____, 2021 and is between the Duluth Seaway Port Authority, (the “Public Entity”), and the Minnesota Department of Transportation (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a Port Development Assistance Program (the “State Program”) under the authority granted by Minn. Stat. § 457A and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$2,377,438 (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in Minnesota Stat. Ch. 469.048 – 469.068, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in the Grant.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated

thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the East Annex Warehouse Project under the Port Development Assistance Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any – means DSGW Architects, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means March 31, 2023, the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means East Annex Warehouse, as indicated on Attachment II, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if*

it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ 3,466,500 or Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of St. Louis, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☒ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☒ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the

requirements contained in Section 2.06.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☒ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☒ Renovation of the Facility.
- ☐ _____.
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses

of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and

effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section. 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or

encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public

Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with

the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may

include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof..

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity’s obligation to make Advances shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by

the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 7.23 that have been disbursed})$$

Formula #2

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which

are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such

evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 **Construction Inspections.** The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which

may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike

manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and

the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity

or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

Duluth Seaway Port Authority
802 Garfield Avenue
Duluth, MN 55802-2640
Attention: Kevin Beardsley

To the State Entity at:

Minnesota Department of Transportation
395 John Ireland Blvd
St. Paul, MN 55155-1800
Attention: Patrick Phenow, Mailstop 470

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor

the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Use agreements; Limitations. Pursuant to Minn. Stat. § 457A.04, subdivision 6, section 3.04 of this agreement is reserved and does not apply.



U.S Department of Transportation

Department of Transportation

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

Seaway Port Authority of Duluth

2305 W Superior St

Duluth, MN 55806-1931

2. AGREEMENT NUMBER: 693JF72040026

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 12/20/2021 TO 09/30/2028

5. FEDERAL FUNDING PERIOD: FROM 12/20/2021 TO 10/30/2025

1A. IRS/VENDOR NO. 416008562

1B. DUNS NO. 030003966

6. ACTION New

7. CFDA#: 20.823

TITLE

FEDERAL

NON-FEDERAL

TOTAL

8. PROJECT TITLE

Duluth Port Logistics Hub 2020 Revitalization and Expansion Project

9. PREVIOUS AGREEMENTS

0.00

0.00

0.00

10. THIS AGREEMENT

10,500,000.00

9,800,000.00

20,300,000.00

11. TOTAL AGREEMENT

10,500,000.00

9,800,000.00

20,300,000.00

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Consolidated Appropriations Act, 2019 (PL 116-6)

14. REMARKS

Please note the Budget Period End Date in the Grant Agreement is the same as the Federal Funding Period as listed in in Grant Solutions (Box 5). Additionally, the Period of Performance End Date in the Grant Agreement is equivalent to the Project Performance Period as listed in Grant Solutions (Box 4).

Period of Performance End Date:

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Deborah B. DeLuca

Executive Director

17. NAME AND TITLE OF AUTHORIZED DOT OFFICIAL

Mr. Aubrey Parsons

Transportation Specialist

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Signature Received

16A. DATE

12/17/2021

18. SIGNATURE OF AUTHORIZED DOT OFFICIAL

Electronically Signed

18A. DATE

12/22/2021

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010

20. ORGANIZATION CODE: 0000150002

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER

FUND

BY

BPAC

AMOUNT

693JF72040026

70X17130DG

2022

1DP2040026

10,500,000.00

AWARD ATTACHMENTS

Seaway Port Authority of Duluth

693JF72040026

1. PIDP 2019 Duluth Grant aGreement

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2019 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)
GRANTS**

MARAD FY 2019 PIDP Grant No. 693JF72040026

70X17130DG 2022 1DP2040026 0000150002 41010 61006600 — \$10,500,000

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and the Seaway Port Authority of Duluth (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the Duluth Port Logistics Hub 2020 Revitalization and Expansion Project.

The parties therefore agree to the following:

**Article 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 Port Infrastructure Development Program Grants,” dated September 1, 2020, which is available at <https://www.maritime.dot.gov/ports/office-port-infrastructure-development/2019-pidp-general-terms-and-conditions>. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2
APPLICATION, PROJECT, AND AWARD

- 2.1 Application.** The application for funding was dated September 16, 2019 and titled “Duluth Port Logistics Hub 2020 Revitalization and Expansion.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.
- 2.2 Project.** In this agreement, the “**Project**” means the project proposed in the application identified in Section 2.1 as modified by the negotiated provisions of this agreement, including Article 3 and Attachments A-E.
- 2.3 Federal Award and Federal Obligation.**
- MARAD hereby awards a PIDP Grant to the Recipient in the amount of \$10,500,000 and obligates that amount for the budget period.
- 2.4 Award Dates.**
- | | |
|---------------------------------|--------------------|
| Budget Period End Date: | October 30, 2025 |
| Period of Performance End Date: | September 30, 2028 |
| Estimated Closeout Date: | September 30, 2029 |
- 2.5 Federal Award Identification Number.** MARAD identifies this award with the following federal award identification number: 693JF72040026

Article 3
SUMMARY PROJECT INFORMATION

- 3.1 Summary of Project’s Statement of Work.** (See Attachment A for additional details).
- The Project will fund a rail-served warehouse and rehabilitate approximately 1,775 linear feet of failing wharf walls at Berths 10 and 11 inside the port. The rehabilitation work includes new sheet pile, tiebacks, bollards, earth work to tie the structure to the existing deck surface, and stormwater management features.

3.2 Project's Estimated Schedule.

Milestone	Schedule Date
Component 1: Rehabilitate and Rebuild Berth 10	
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	January 29, 2023
Planned Construction Start Date:	April 5, 2023
Planned Construction Substantial Completion Date:	December 6, 2023
Component 2: Warehouse Expansion	
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	June 1, 2022
Planned Construction Start Date:	July 5, 2022
Planned Construction Substantial Completion Date:	March 17, 2023
Component 3: Rehabilitate and Rebuild Berth 11	
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	January 15, 2024
Planned Construction Start Date:	April 15, 2024
Planned Construction Substantial Completion Date:	December 16, 2024

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Eligible Project Costs	
PIDP Grant Amount:	\$10,500,000
State Funds ¹ :	\$9,672,559
Local Funds ² :	\$127,441
Total Eligible Project Cost:	\$20,300,000

¹State of Minnesota

²Seaway Port Authority of Duluth

Article 4
CRITICAL MILESTONE DEADLINES

4.1 Critical Milestone Deadlines.

Milestone	Deadline Date
Construction start date	January 4, 2023
Execution of a Port Performance Data Sharing Agreement with USDOT	30 days from the execution date of the Grant Agreement
MARAD receives first reimbursement request	April 5, 2023
Construction substantially completed	July 1, 2025

Article 5
PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: 030003966

5.2 Recipient Contact(s).

Mr. Jeff Stollenwerk
Director of Gov't and Environmental Affairs
Seaway Port Authority of Duluth
802 Garfield Avenue
Duluth, MN 55802-2640
(218) 727-8525
jstollenwerk@duluthport.com

and

Mr. Kevin Beardsley
Chief Financial Officer
Seaway Port Authority of Duluth
802 Garfield Avenue
Duluth, MN 55802-2640
(218) 727-8525
kbeardsley@duluthport.com

and

Ms. Deborah B. DeLuca
Executive Director
Seaway Port Authority of Duluth
802 Garfield Avenue
Duluth, MN 55802-2640
(218) 727-8525
ddeluca@duluthport.com

5.3 Recipient Key Personnel.

None. The parties have not identified any individuals as key personnel for this award.

5.4 MARAD Project Contact(s).

Wilbur Turner
Grants/Contracting Officer, Office of Acquisition
DOT Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-435
Mailstop 5
(202) 366-0700
wilbur.turner@dot.gov

and

Kelly Mitchell-Carroll
Grants and Cooperative Agreements Officer, Office of Acquisition
DOT Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

and

David Bohnet
Grant Management Supervisor
DOT Maritime Administration
1200 New Jersey Ave, SE

Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

Article 6
MARAD ADMINISTRATIVE INFORMATION

6.1 Payment System.

MARAD Payment System: Delphi eInvoicing System

6.2 Office for Subaward and Contract Authorization.

MARAD Office for Subaward and Contract Authorization: None

Article 7
SPECIAL GRANT TERMS

7.1 Mitigation Measures.

The Recipient shall complete the mitigation activities described in the MARAD Record of Categorical Exclusion (CE) dated October 28, 2020, including the terms and conditions contained in the required permits and authorizations for the Project.

ATTACHMENT A STATEMENT OF WORK

The Project will fund a rail-served warehouse and rehabilitate approximately 1,775 linear feet (LF) of failing wharf walls at Berths 10 and 11 inside the port's Clure Public Marine Terminal. The separate components of the Project are further detailed below.

Component 1 – Rehabilitate and Rebuild Berth 10

- 1.1 Berth 10 Design and Engineering.
- 1.2 Procurement of construction management services for Berth 10 rehabilitation.
- 1.3 Rehabilitation work will include a new 600 LF coated steel sheet pile wall driven just in front of the existing failing dock structure. The new dock wall will be one to two feet higher than the existing top of dock elevation. The gap between the old and new structures will be backfilled. A new anchor wall will be constructed approximately 95 feet from the water's edge. New mooring bollards, fenders, utilities, and an associated stormwater management system are also part of the rehabilitation. Finally, the slip in front of Berth 10 will be dredged to a depth of 29 feet.

Component 2 – Warehouse Expansion

- 2.1 Procurement of design and engineering services for the Warehouse Expansion.
- 2.2 Construct a 56,000 square foot (SF) rail-served warehouse on Clure Public Marine Terminal. The new warehouse space will be a direct add-on to the existing East Warehouse Extension. The proposed addition includes a warehouse area with two new truck docks and an 8,000 SF expanded, enclosed rail dock. The new warehouse is a pile-supported structure with a design similar to the existing warehouse.

Component 3 – Rehabilitate and Rebuild Berth 11

- 3.1 Procurement of design and engineering services for Berth 11 rehabilitation.
- 3.2 Rehabilitation work will include a new 1,175 LF coated steel sheet pile wall driven just in front of the existing failing dock structures along the water's edge. The new dock wall will be one to two feet higher than the existing elevation. The gap between the old and new structures will be backfilled. A new anchor wall will be constructed approximately 95 feet from the water's edge and new mooring bollards, fenders, utilities, and an associated stormwater management system will be installed.

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

The following tables supplement the budget information in Section 3.3.

Component 1 - Rehabilitate and Rebuild Berth 10 Eligible Costs

PIDP Funds:	\$2,227,441
State Funds:	\$2,272,559
Total:	\$4,500,000

Component 2 - Warehouse Expansion Eligible Costs

PIDP Funds:	\$2,922,562
State Funds:	\$2,377,438
Total:	\$5,300,000

Component 3 - Rehabilitate and Rebuild Berth 11 Eligible Costs

PIDP Funds:	\$5,349,997
State Funds:	\$5,022,562
Local Funds:	\$127,441
Total:	\$10,500,000

2. Cost Classification Table

Cost Classification	Total Costs	Non-PIDP Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$1,009,718		\$1,009,718
Architectural and engineering fees	\$1,532,022		\$1,532,022
Other architectural and engineering fees	\$320,859		\$320,859
Site work	\$1,878,875		\$1,878,875
Demolition and removal	\$420,877		\$420,877
Construction	\$13,173,714		\$13,173,714
Contingency	\$1,963,935		\$1,963,935
Project Total	\$20,300,000		\$20,300,000

ATTACHMENT C
OUTCOME PERFORMANCE MEASUREMENT TABLE

Study Area: Seaway Port Authority of Duluth Clure Public Marine Terminal

Pre-project Measurement Date: June 5, 2021 to June 4, 2022

Pre-project Report Date: September 5, 2022

Project Outcomes Report Date: September 30, 2028

Table 1: Outcome Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Freight Movements	Economic Competitiveness Rail Cars/Truck movements Number of Rail Car/Truck movements over the Project study area	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Post-construction Performance Measures: Accurate as of the first full quarter after Construction Substantial Completion Date	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures: For a period of 3 years (12 consecutive quarters), beginning the first full quarter after Construction Substantial Completion Date
Gross Tons	Economic Competitiveness Tons (short) Movement of gross tonnage of freight, broken down by	Baseline Measurement: Annual average, accurate as of the Pre-	Baseline Measurement: Pre-project Report Date Post-construction Performance Measures:

	General Cargo and Bulk Cargo types, in the Project study area.	<p>project Measurement Date</p> <p>Post-construction Performance Measures:</p> <p>Accurate as of the first full quarter after Construction Substantial Completion Date</p>	<p>For a period of 3 years (12 consecutive quarters), beginning the first full quarter after Construction Substantial Completion Date</p>
Cargo Lifts	Economic Competitiveness TEUs	<p>Baseline Measurement:</p> <p>Annual average, accurate as of the Pre-project Measurement Date</p> <p>Post-construction Performance Measures:</p> <p>Accurate as of the first full quarter after Construction Substantial Completion Date</p>	<p>Baseline Measurement: Pre-project Report Date</p> <p>Post-construction Performance Measures:</p> <p>For a period of 3 years (12 consecutive quarters), beginning the first full quarter after Construction Substantial Completion Date</p>

ATTACHMENT D MATERIAL CHANGES FROM APPLICATION

Scope: None

Schedule: The Project's estimated schedule has been pushed back from that anticipated in the Recipient's grant application. The Recipient anticipated starting the warehouse expansion and Berth 10 construction in Q3 of 2021, but those construction start dates have now been pushed back to Q3 of 2022 and Q2 of 2023, respectively. Due to this delay in construction starting, construction substantial completion is now estimated in Q4 2024, rather than Q1 of 2023, as originally anticipated. The primary reason for the schedule change from the application is the delay in state funding for the Project. The State legislature was heavily involved in other issues in 2020 and was unable to appropriate funding for the Project until recently. The funds have since been appropriated to the State's Port Development Assistance Program (PDAP). A further delay to Berth 10 construction start was needed to account for other activities occurring at the Port in 2022 that would hinder timely completion of that component.

Budget: The grant application's estimated project budget anticipated receiving \$3.95M to use as PIDP matching funds from the State's PDAP in addition to the \$2,752,438 in PDAP funds already committed to the Project. The actual award from PDAP announced in February 2021 totaled approximately \$7.40M for the Project. The difference between the original estimate versus actual PDAP funding resulted in the Recipient reducing its local funds contribution outlined in the application from \$3,017,438 to \$127,411. The overall non-Federal cost share, however, has increased from that committed to in the application by \$560,000.

The table below provides a summary comparison of the project budget to that proposed in the application.

Fund Source	Application		Section 3.3 and Attachment B	
	\$	%	\$	%
Total Project Cost	\$20,300,000	100%	\$20,300,000	100%
Total Non-PIDP Previously Incurred Cost				
Federal Funds				
Non-Federal Funds				
Total Eligible Project Cost			\$20,300,000	
PIDP Funds	\$11,060,000	54%	\$10,500,000	52%
Other Federal Funds				
Non-Federal Funds	\$9,240,000	46%	\$9,800,000	48%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

None. MARAD has not approved under this award any pre-award costs under 2 C.F.R. 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included the project costs and documented in this Attachment E. See Section 19.2(b).

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

SEAWAY PORT AUTHORITY OF DULUTH

<u>12-17-21</u>	By: <u>Deborah B. DeLuca</u>
Date	Signature of Recipient's Authorized Representative
	<u>Deborah B. DeLuca</u>
	Name
	<u>Executive Director</u>
	Title

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

**UNITED STATES DEPARTMENT OF
TRANSPORTATION MARITIME
ADMINISTRATION**

December 20, 2021
Date

By: [Signature]
Signature of MARAD's Authorized Representative

LUCINDA LESSLEY
Name

ACTING MARITIME ADMINISTRATOR
Title

ADDENDUM NO. 1 QUESTIONS

1. Question, would it be possible to have permission to drone fly the site to assist with our site logistics, planning, etc? We will address any flight approvals with the airport, etc. We would be flying roughly a 300' radius around the site.
 - a. Yes, access can be provided for drone reconnaissance. Please coordinate with Dean Lembke for site access.

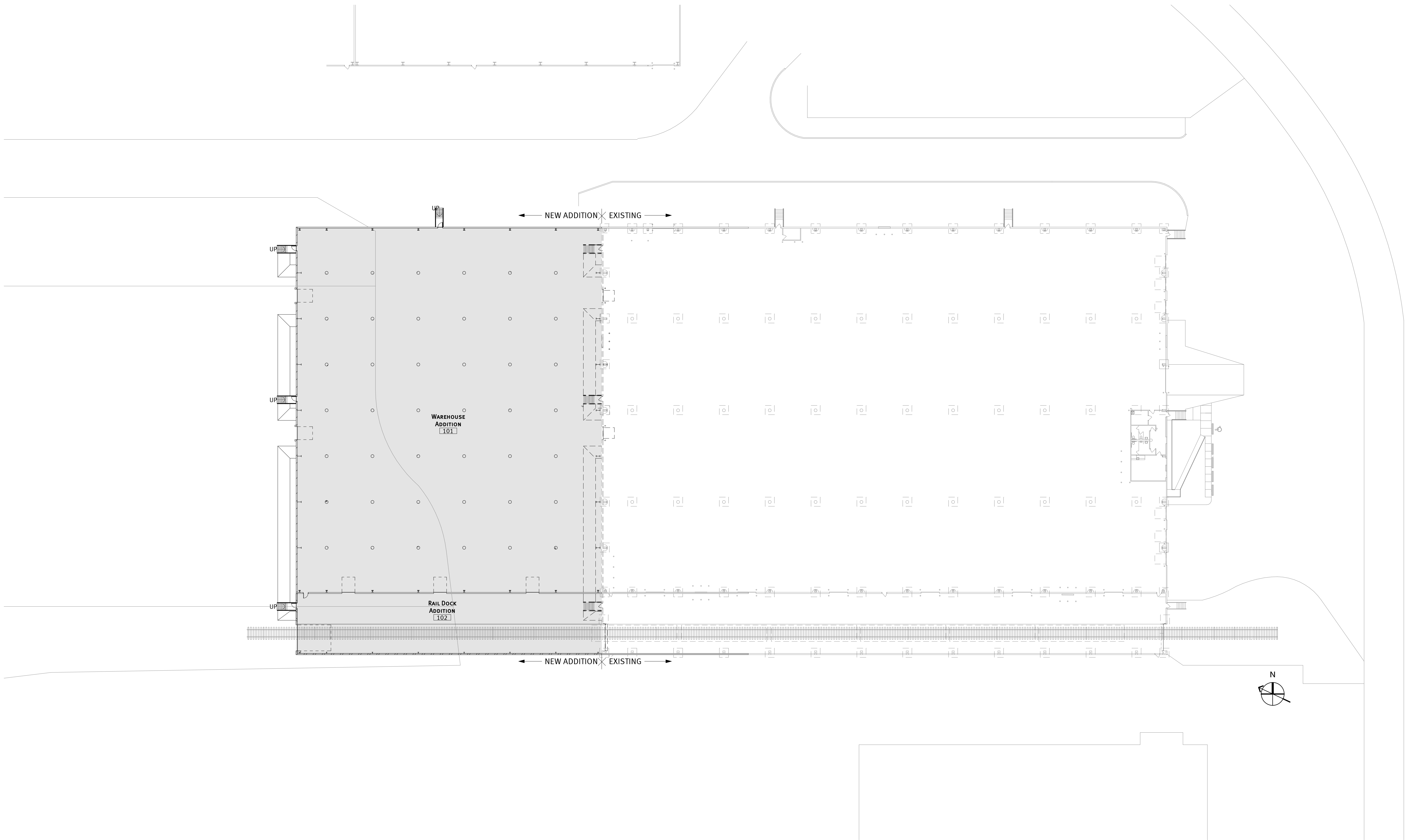
1120 PORT TERMINAL RD
DULUTH, MN 55802

*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 Architect under the laws
of the state of Minnesota.*

PRELIMINARY NOT FOR
CONSTRUCTION
9/4/2019 11:32:54 AM

[illegible]

sheet
number: A1.0



1 SITE/KEY PLAN
1" = 30'-0"

1120 PORT TERMINAL RD
DULUTH, MN 55802

Checked by: CHECKER

hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the state of Minnesota.

signature: _____
 oed/printed name: JOHN E. ERICKSON, NCARB, LEED AP
 reg. #: 24199
 sign date: ISSUE DATE

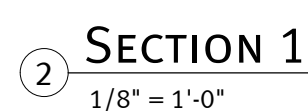
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CONSTRUCTION
9/4/2019 11:32:55 AM

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ect title:

sheet

A2.0



1120 PORT TERMINAL RD
DULUTH, MN 55802

Checked by: CHECKER

on date: ISSUE DATE

A3.0



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

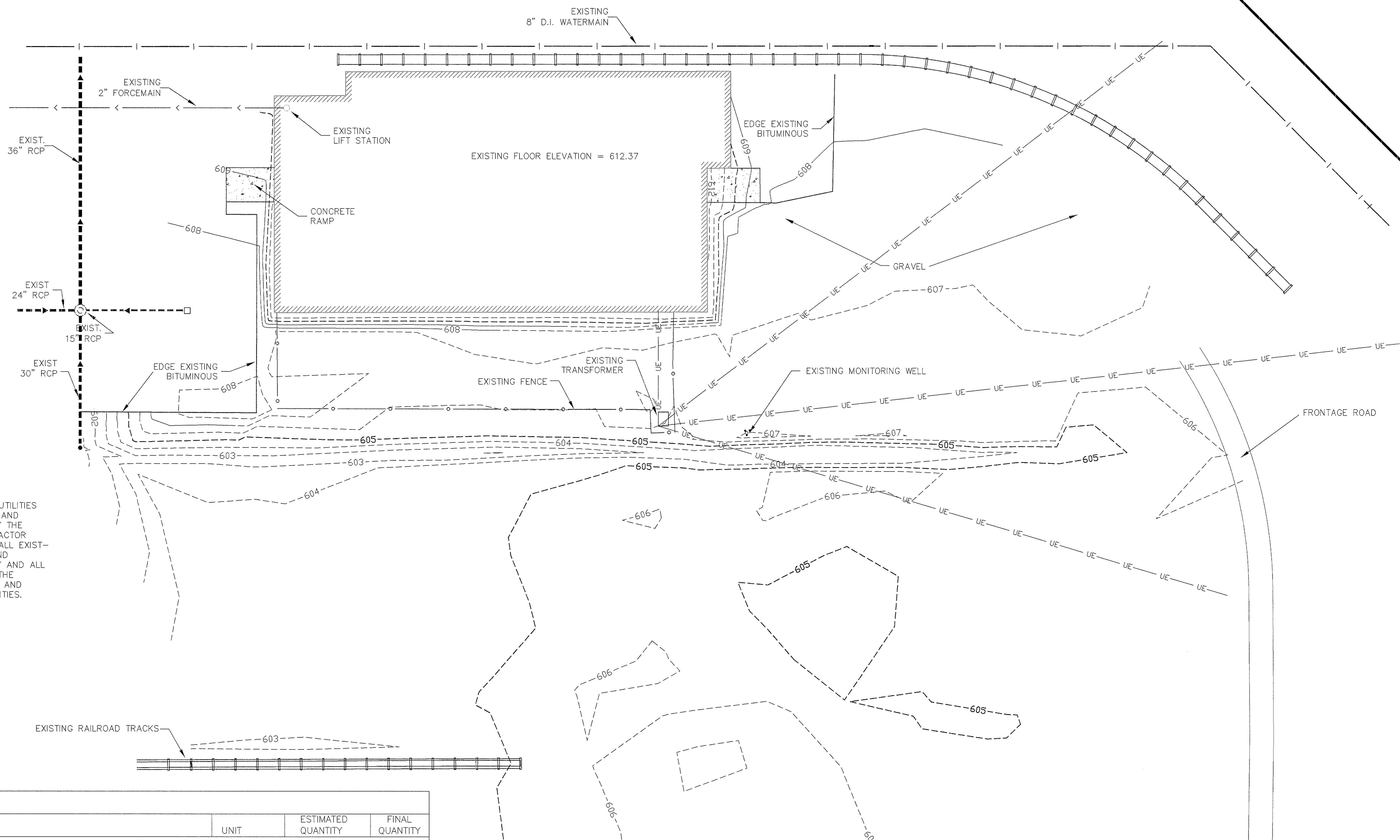
Scott J. Spores
(Principal Engineer)
Registration #: 22139

Computer File Name: _____
Project No.: DSGW00101
Date: 7/18/01
Revised: _____

NEW EAST WAREHOUSE FOR
DULUTH SEAWAY
PORT AUTHORITY
DULUTH, MINNESOTA

EXIST.
TOPO

Sheet:
C1.1

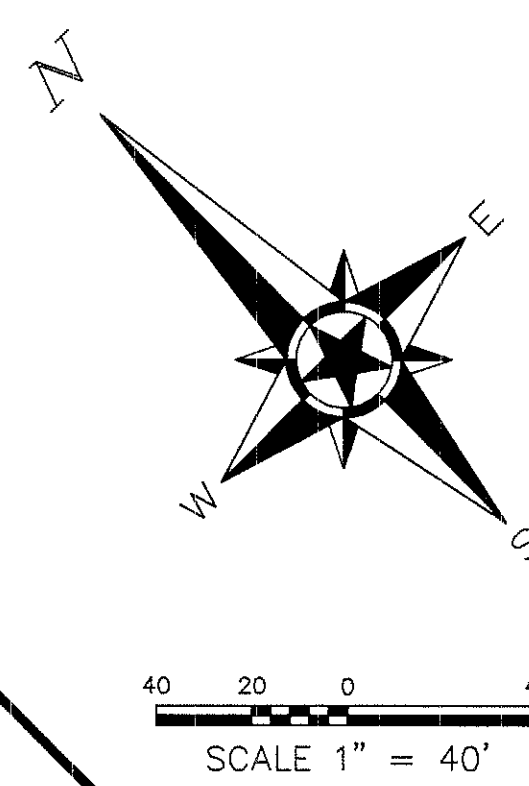


THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

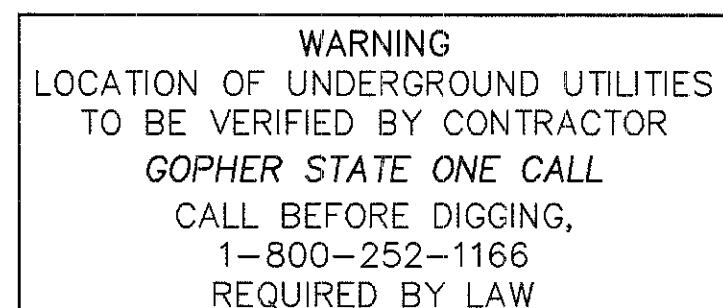
ESTIMATED QUANTITIES					
CHART	NOTE	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
		2021.501	MOBILIZATION	LUMP SUM	1.00
		2104.501	REMOVE CHAIN LINK FENCE	LIN FT	530.00
		2104.505	REMOVE PAVEMENT	SQ YD	135.00
		2104.513	SAWING PAVEMENT (FULL DEPTH)	LIN FT	200.00
		2105.501	COMMON EXCAVATION	CU YD	11275.00
	1	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	16800.00
		2105.523	COMMON BORROW	CU YD	1027.00
		2105.607	CRUSHED ROCK (1.5\" MAX)	CU YD	70.00
	5	2105.609	GEOTEXTILE FABRIC TYPE (3)	SQ YD	463.00
	6	2105.609	GEOTEXTILE FABRIC TYPE (5)	SQ YD	7741.00
		2211.503	AGGREGATE BASE (CV), CLASS V	CU YD	4100.00
		2350.609	TYPE LV WEARING COURSE MIXTURE	TON	350.00
		2350.609	TYPE LV NON WEARING COURSE MIXTURE	TON	418.00
		2501.515	15\" RC PIPE APRON	EACH	2.00
		2501.515	12\" RC PIPE APRON	EACH	2.00
		2501.515	8\" CS PIPE APRON	EACH	2.00
		2501.561	12\" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	74.00
		2501.561	15\" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	110.00
		2501.561	8\" CS PIPE CULVERT DESIGN	LIN FT	60.00
		2503.602	CONNECT TO EXISTING FORCE MAIN	EACH	1.00
		2503.603	12\" STEEL CASING PIPE (JACKED)	LIN FT	20.00
		2503.603	2\" PE FORCE MAIN (JACKED)	LIN FT	0.00
	7	2504.601	MISCELLANEOUS FITTINGS	LUMP SUM	1.00
		2504.602	INSTALL HYDRANT AND VALVE	EACH	3.00
		2504.602	8\" X 6\" REDUCER	EACH	1.00
		2504.602	8\" X 8\" WET TAP	EACH	1.00
		2504.602	8\" BUTTERFLY VALVE AND BOX	EACH	2.00
		2504.603	8\" WATER MAIN - DUCT IRON CL53	LIN FT	1024.00
		2504.605	3\" POLYSTYRENE INSULATION (EST.)	SQ YD	912.00
		2505.603	2\" POLYETHYLENE FORCE MAIN	LIN FT	1117.00
	2	2511.501	RANDOM RIPRAP CLASS 1	CU YD	60.00
		2540.603	CONSTRUCT RAILROAD TRACK	LIN FT	555.00
		2540.603	RAISE EXISTING RAILROAD TRACK	LIN FT	300.00
		2540.603	INSTALL BUMPING POST	EACH	1.00
	3	2573.501	BALE CHECK	EACH	12.00
	3	2573.502	SILT FENCE, TYPE HEAVY DUTY	LIN FT	2600.00
	4	2575.505	TURF ESTABLISHMENT	LUMP SUM	1.00

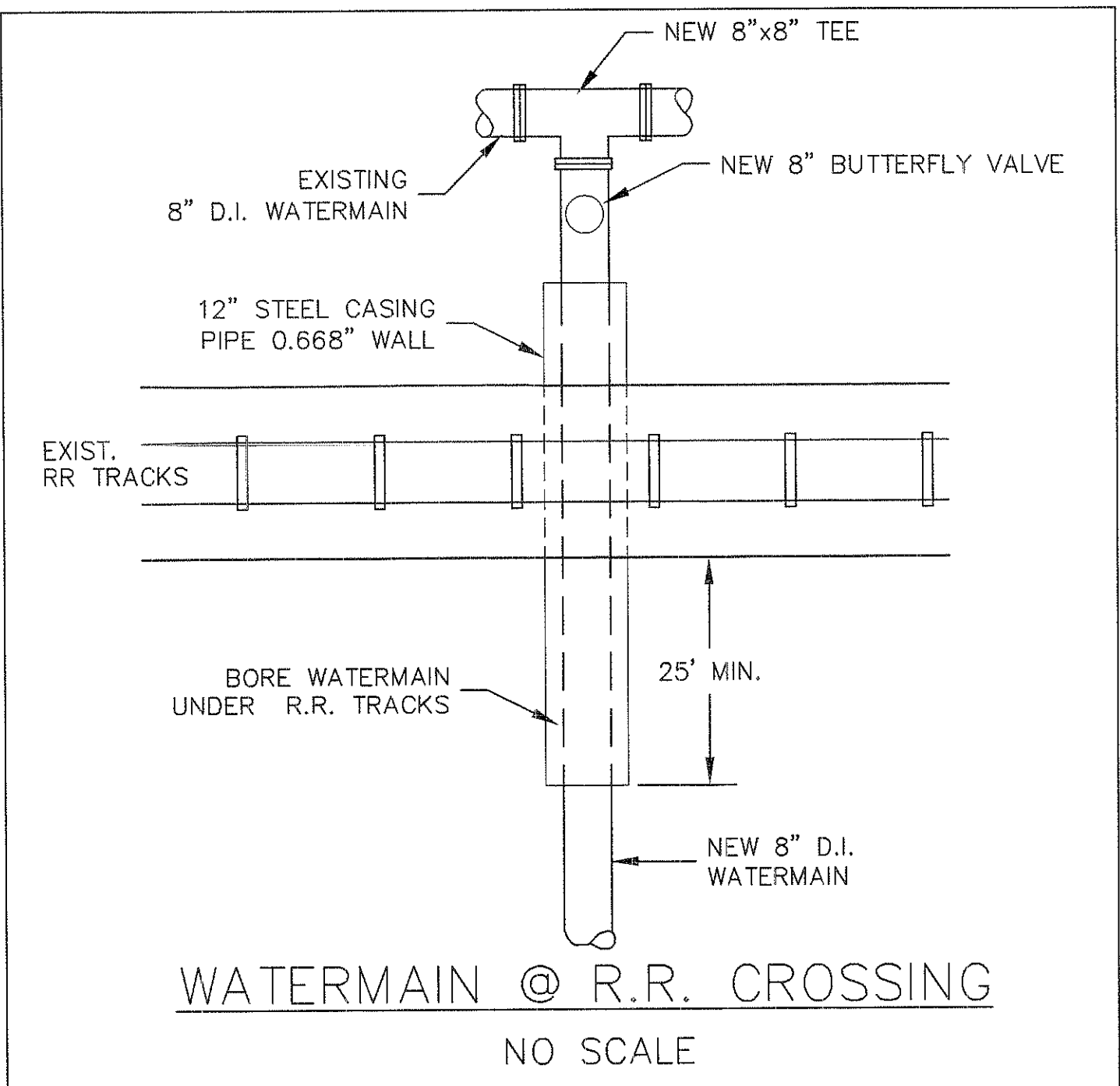
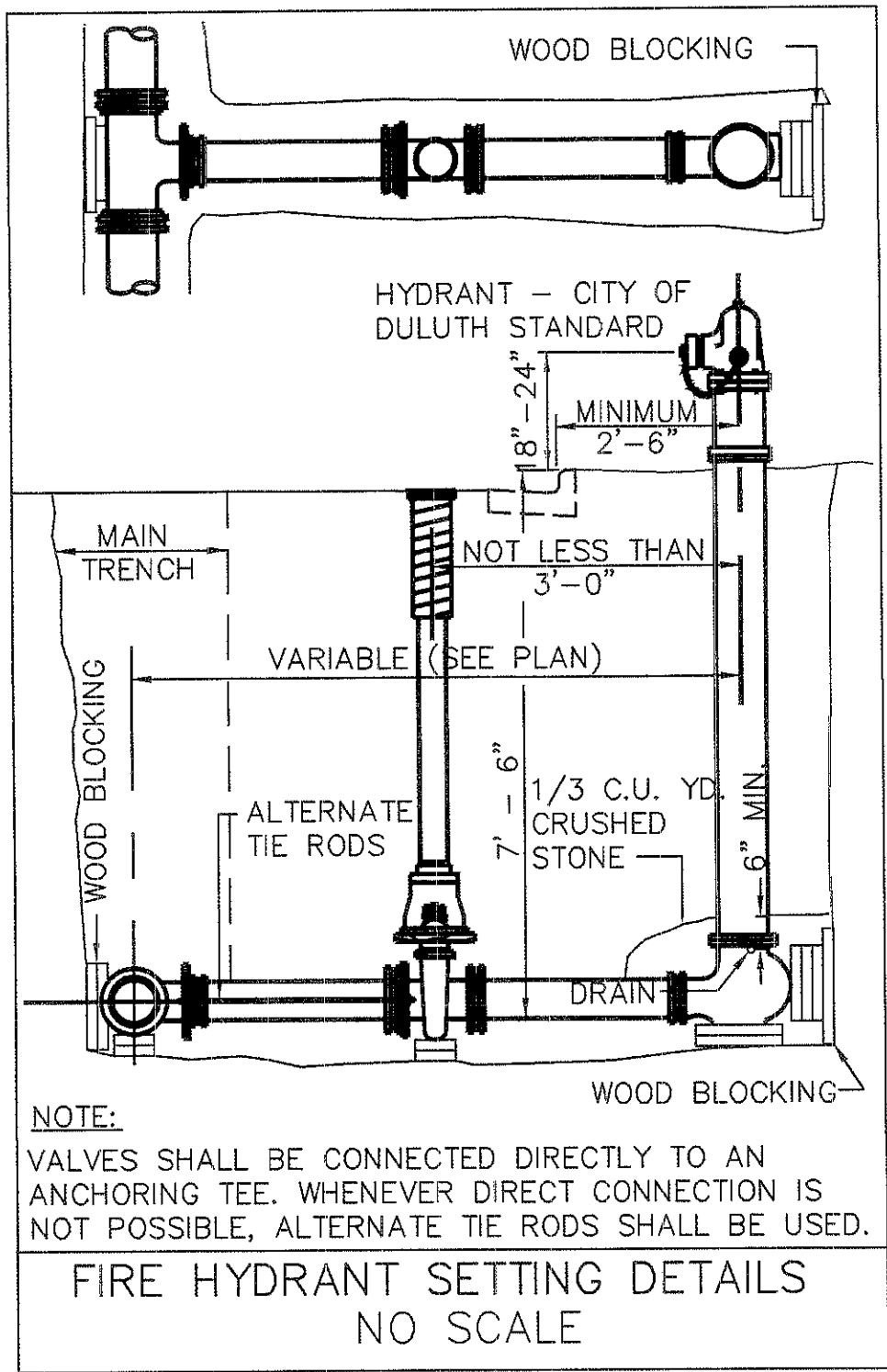
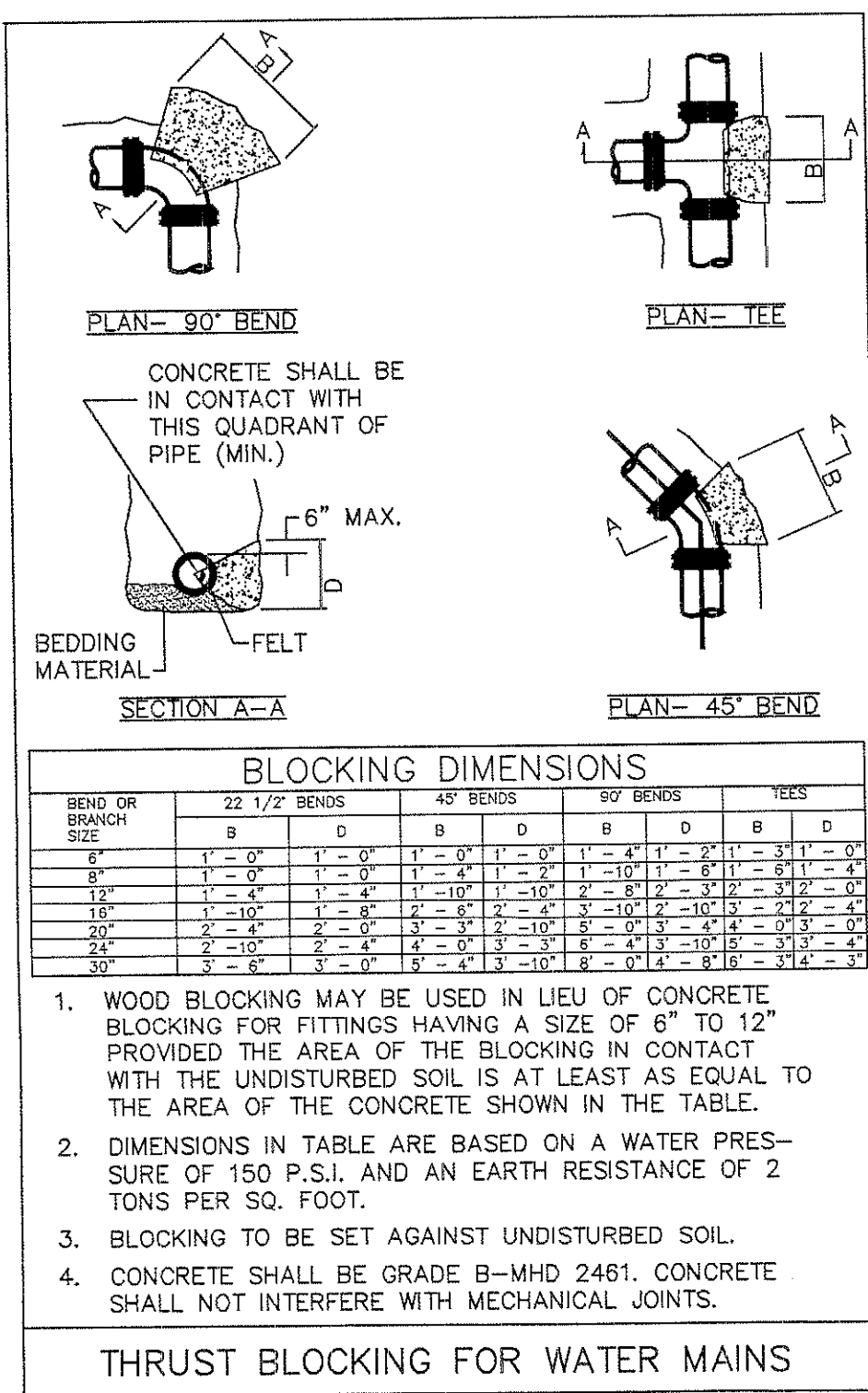
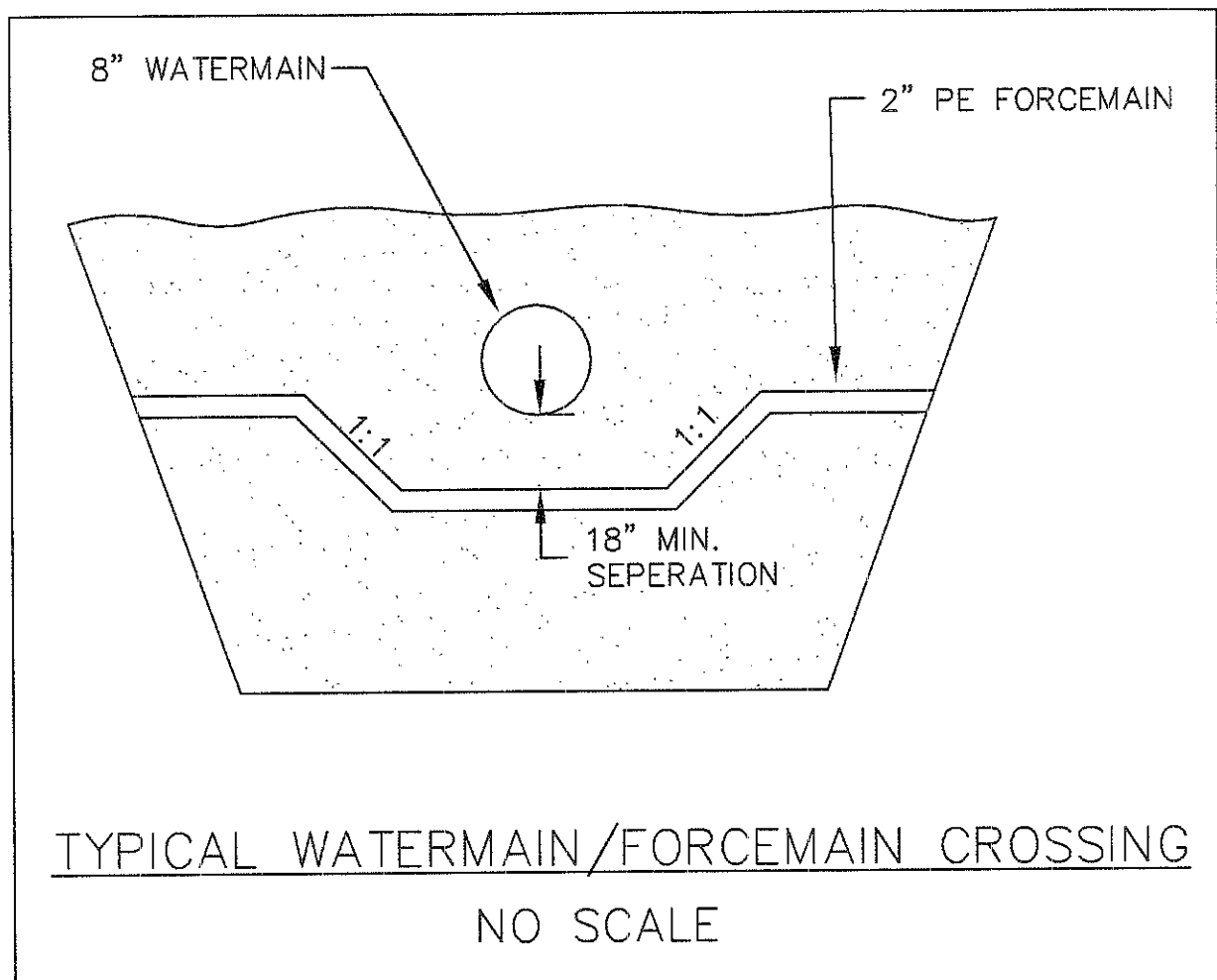
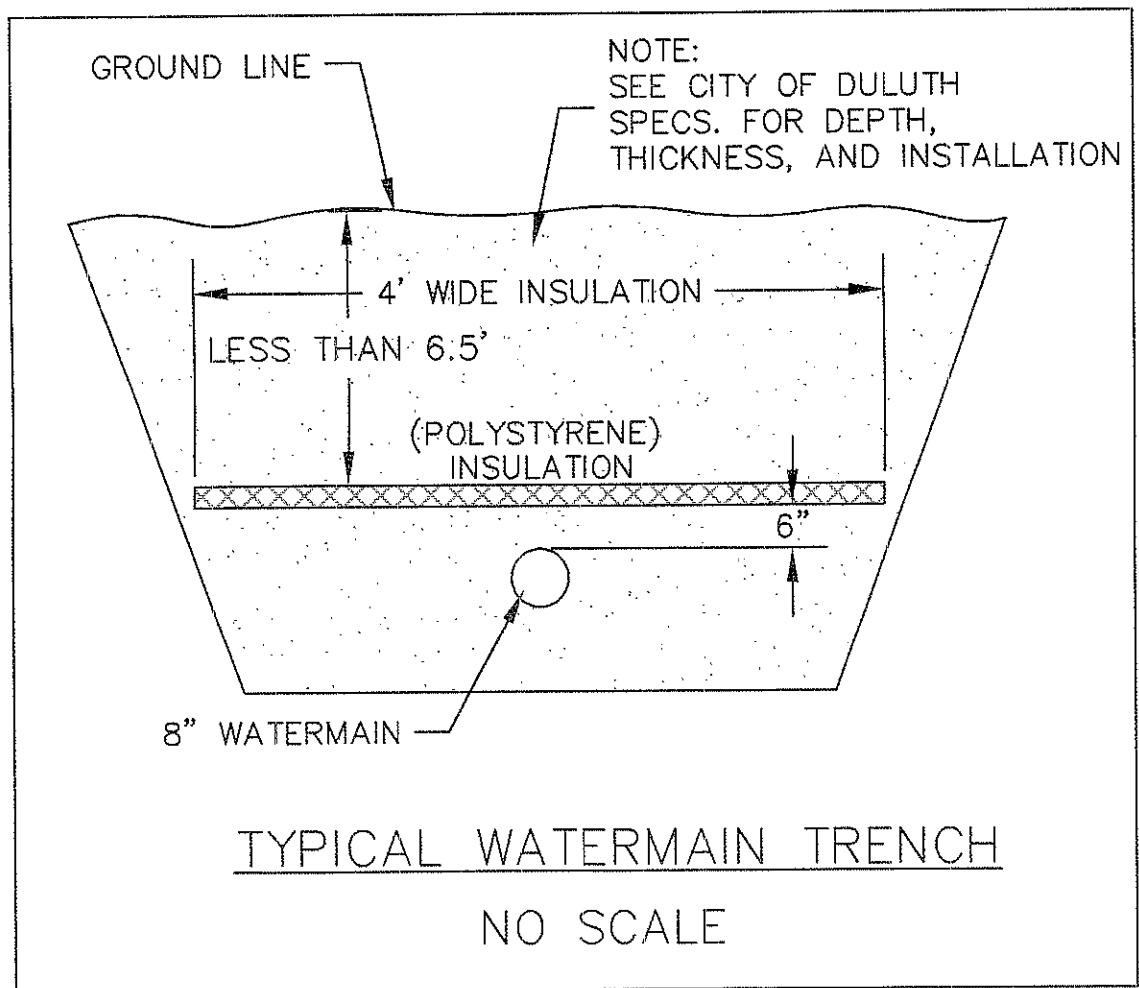
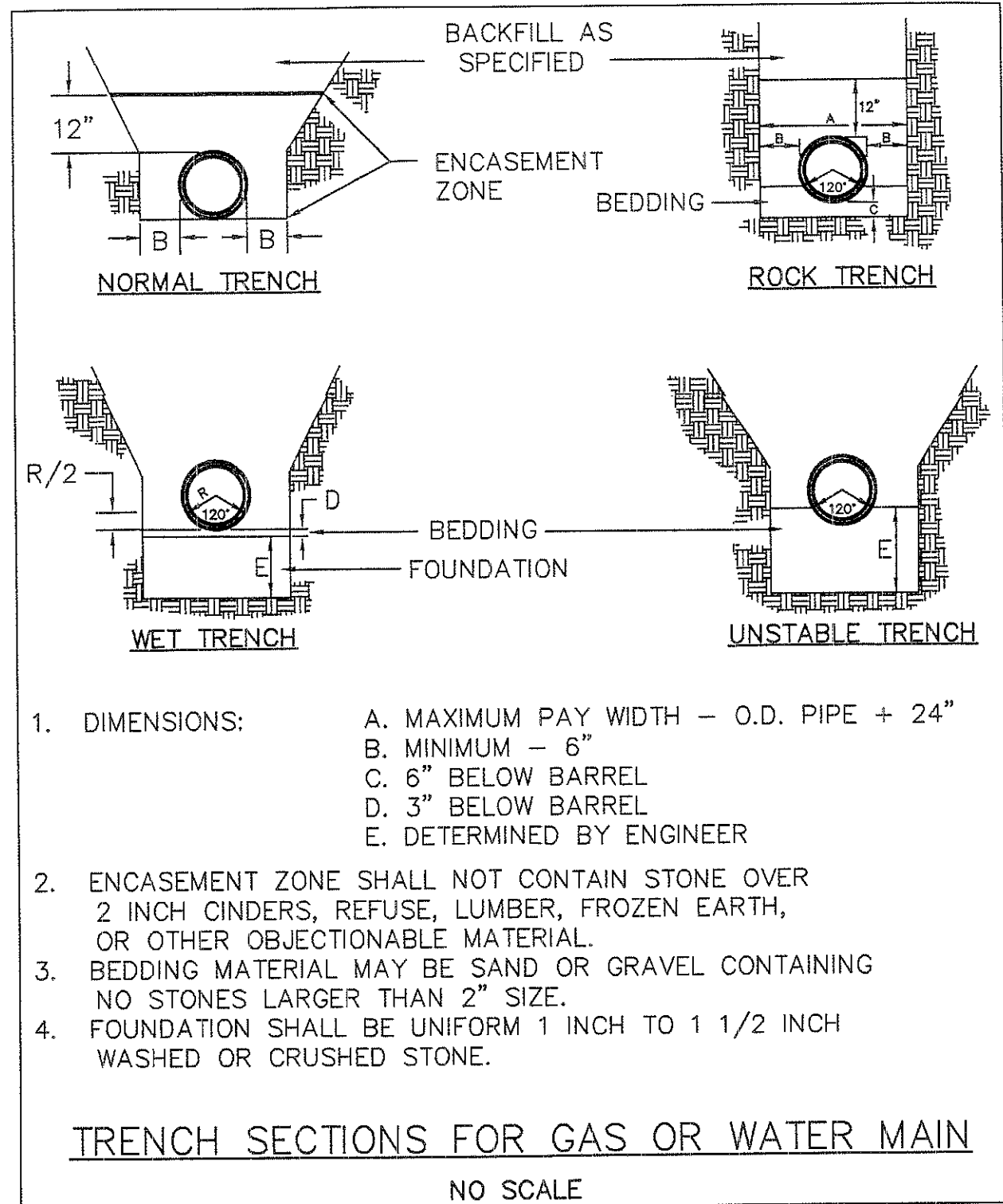
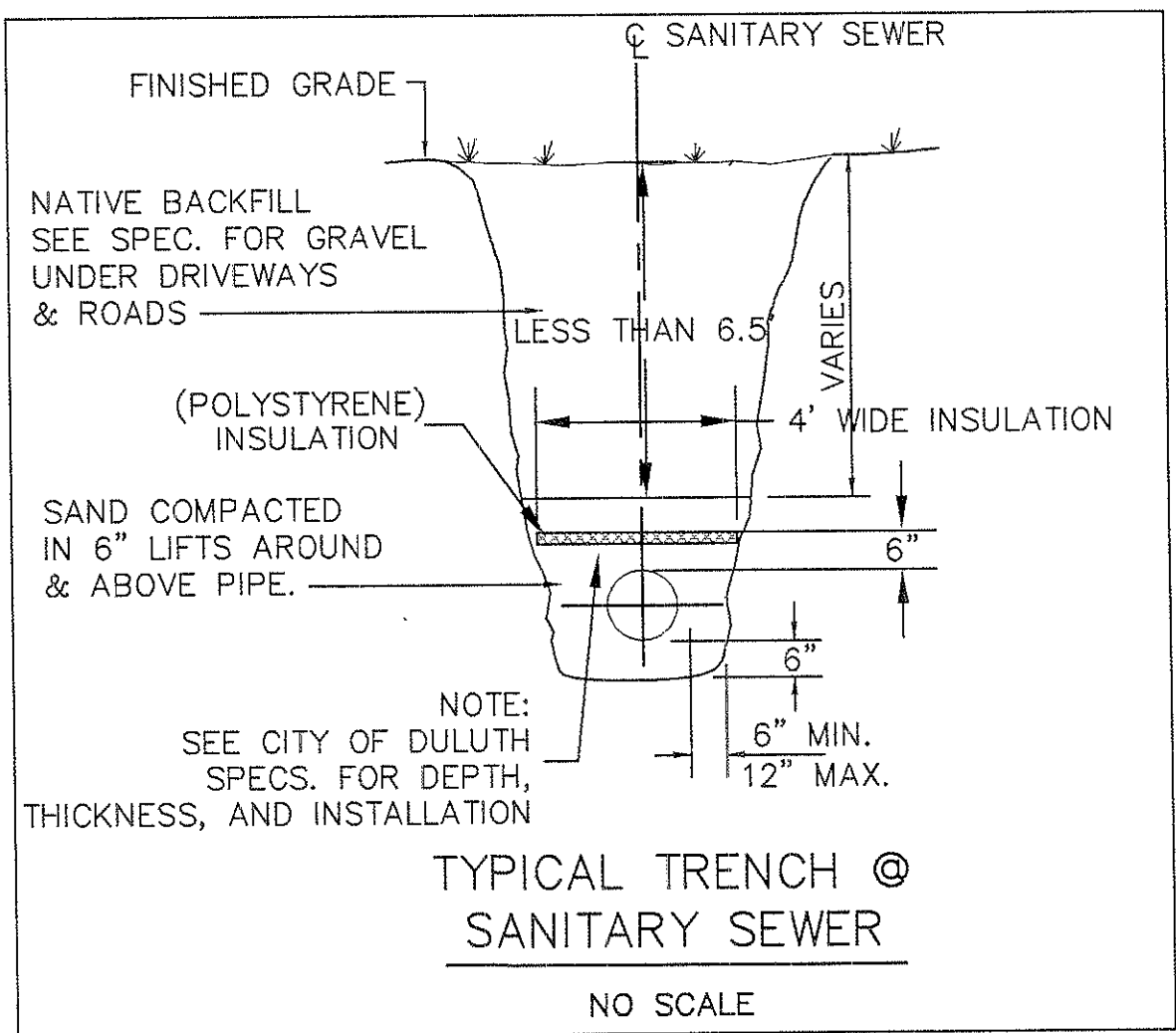
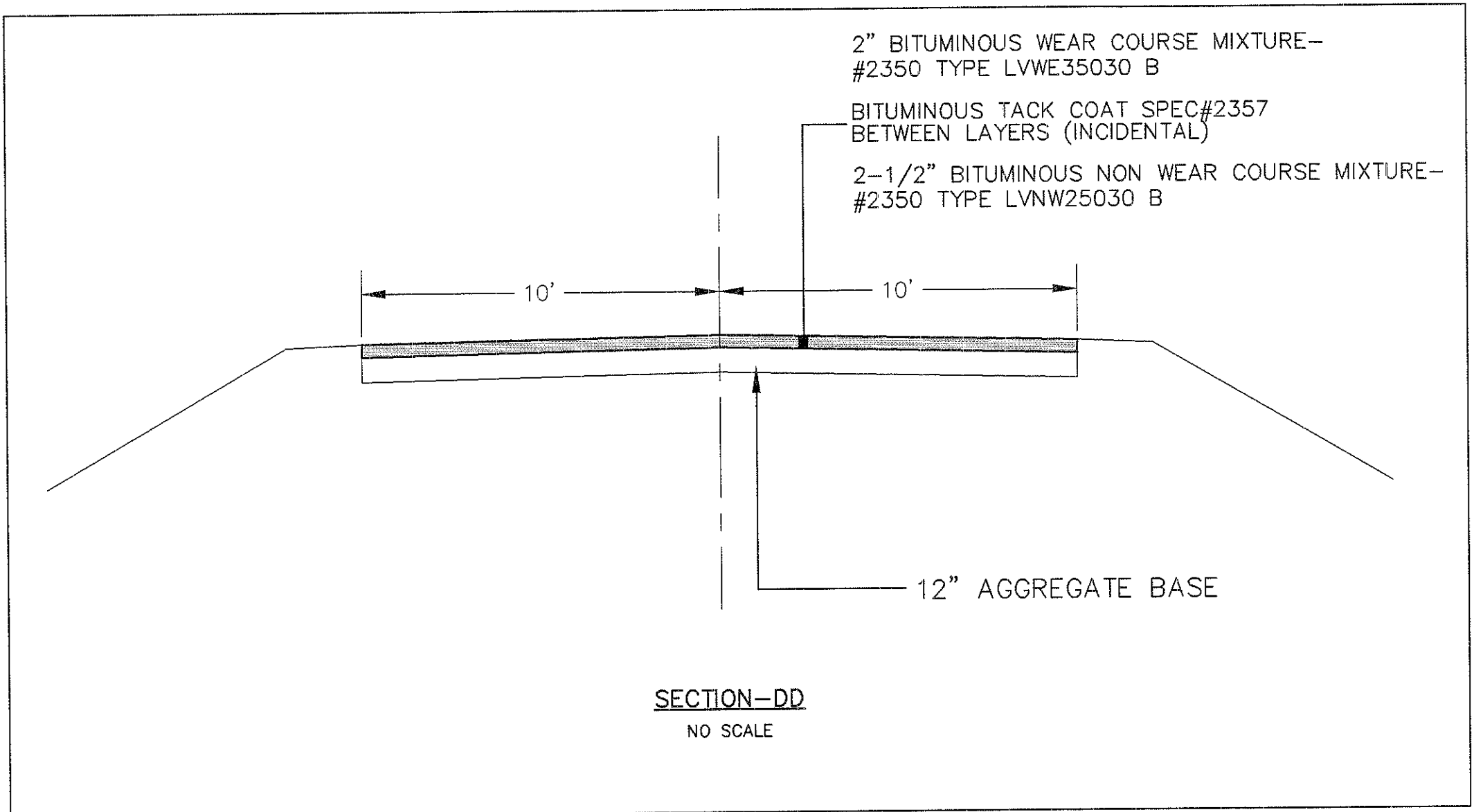
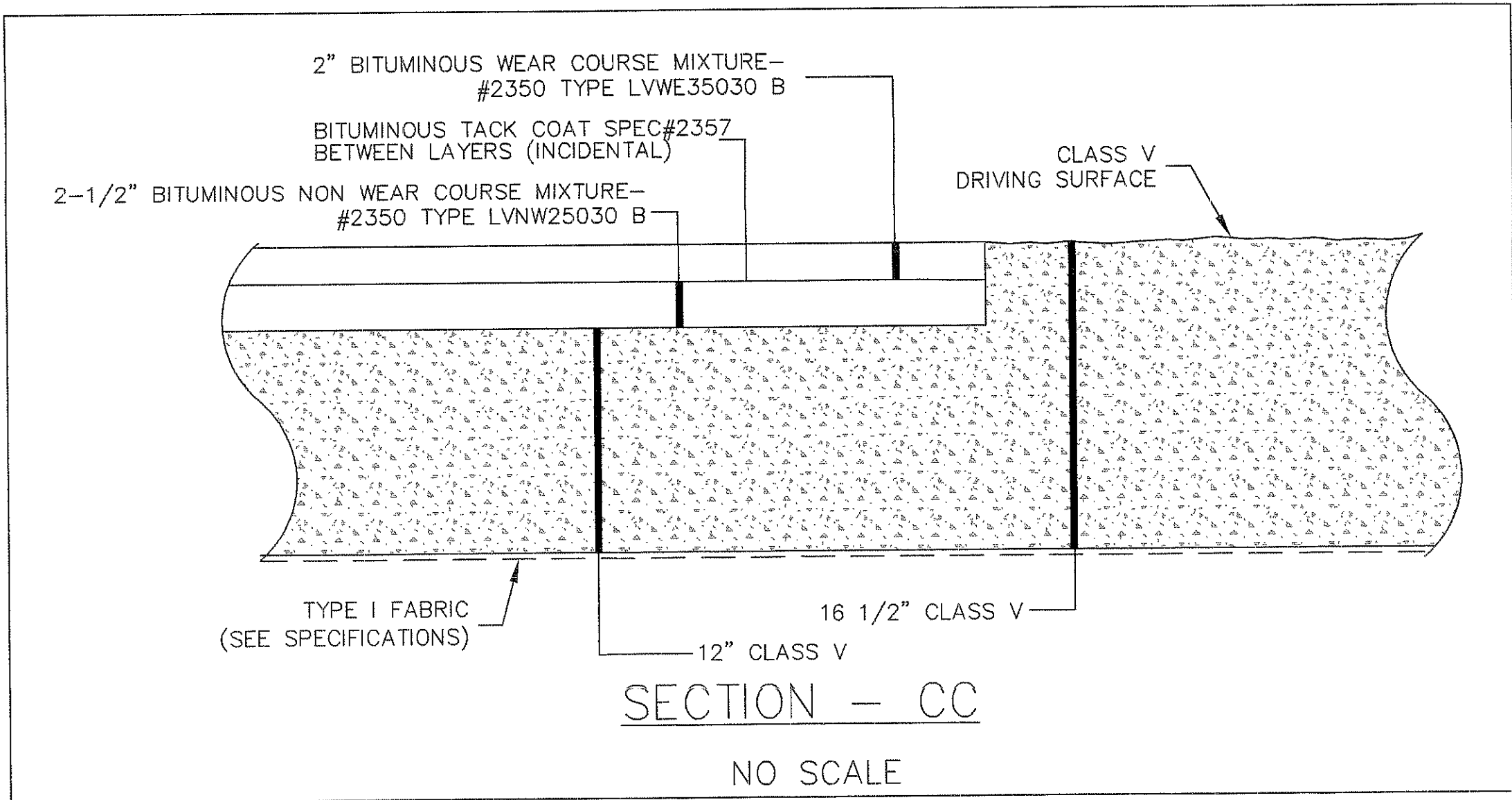
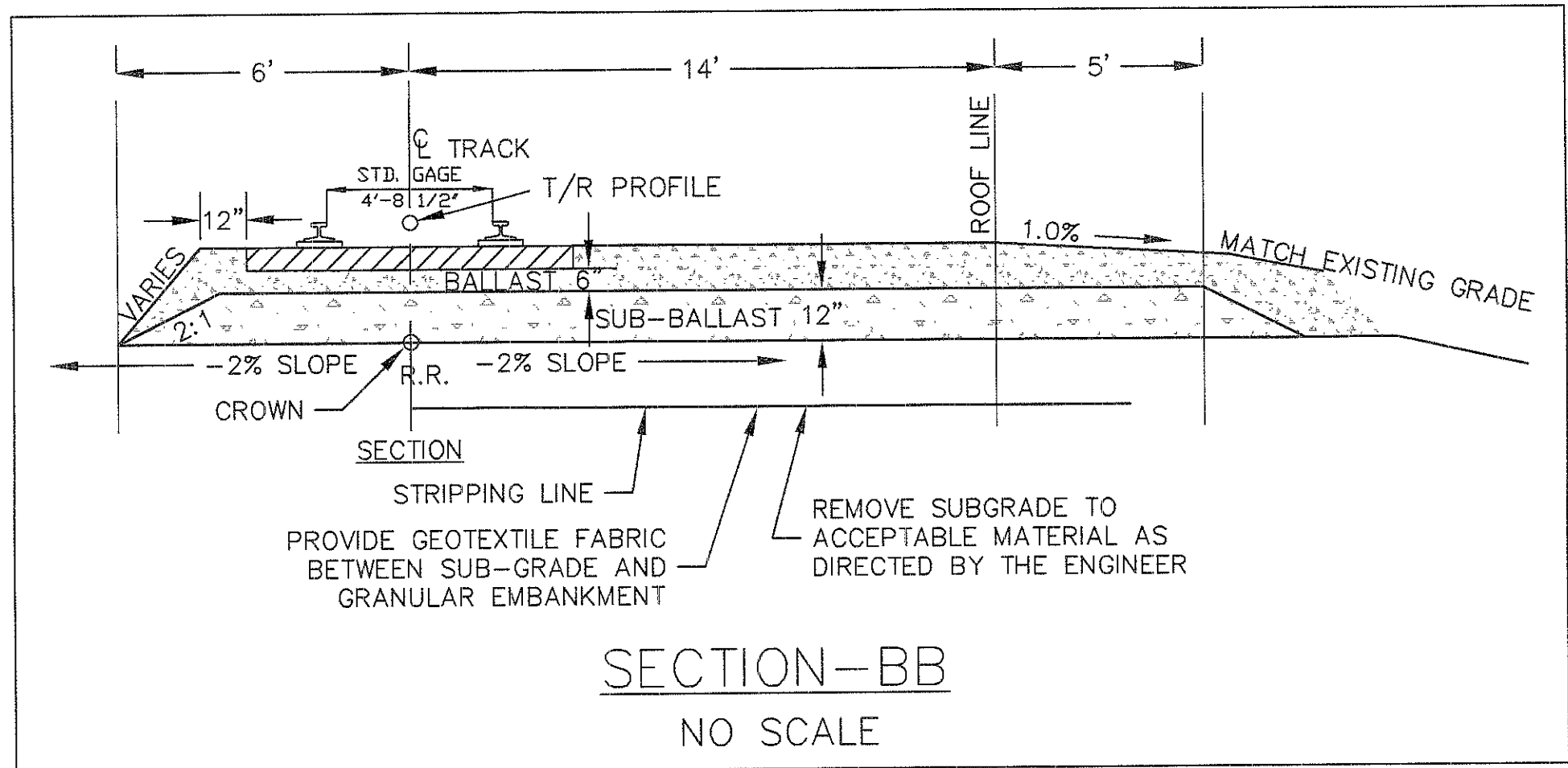
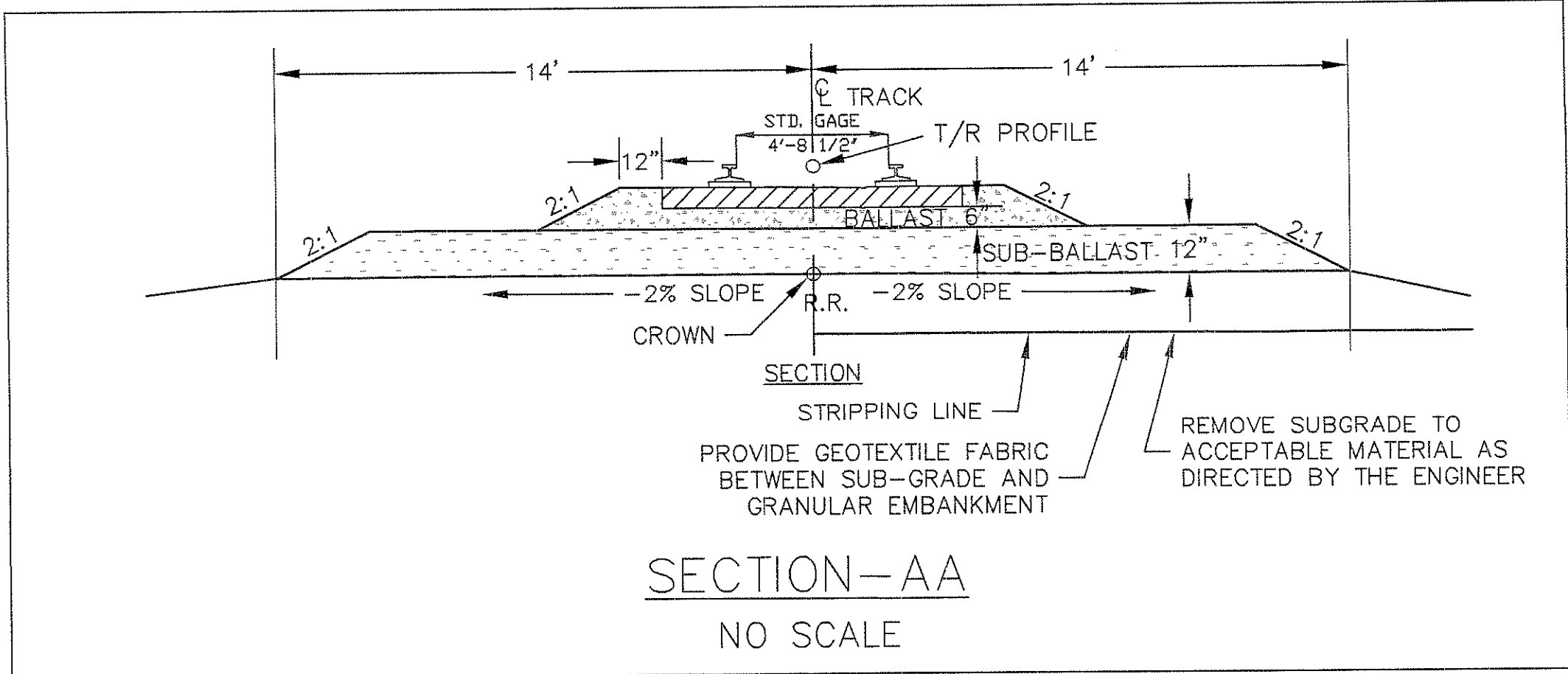
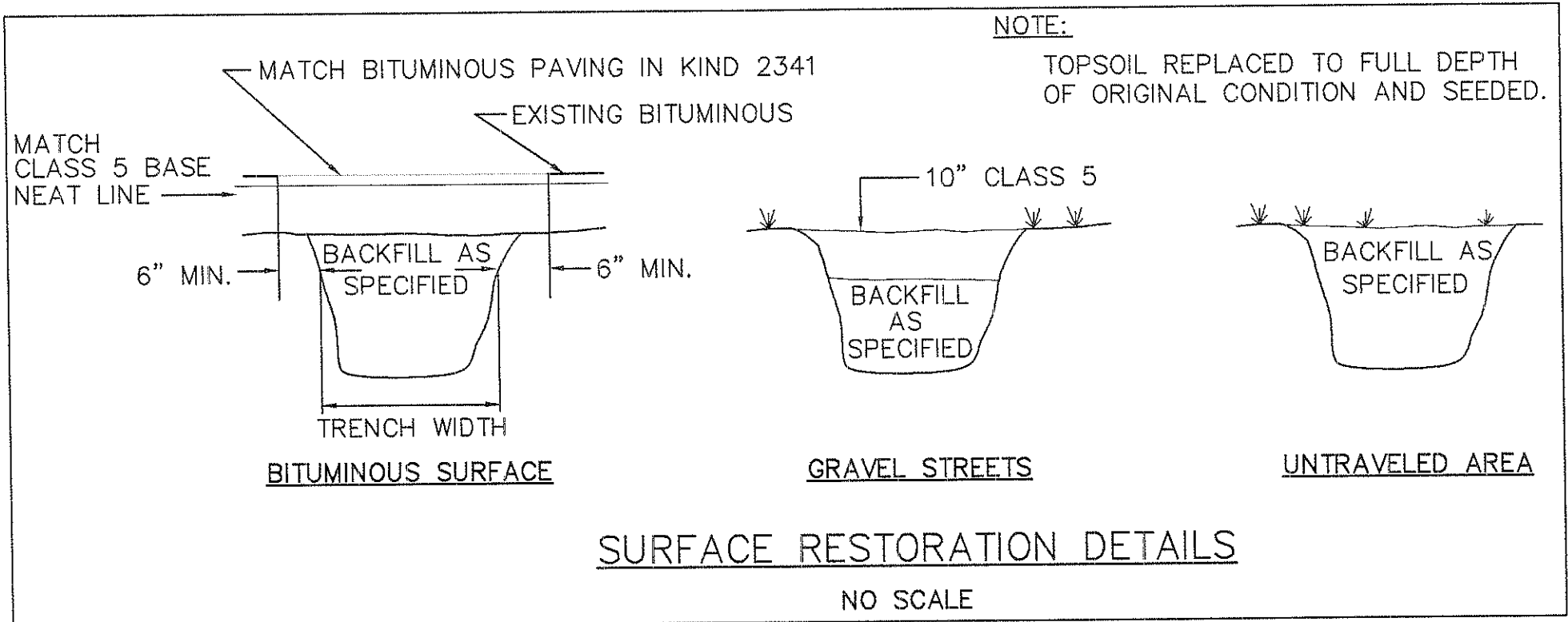
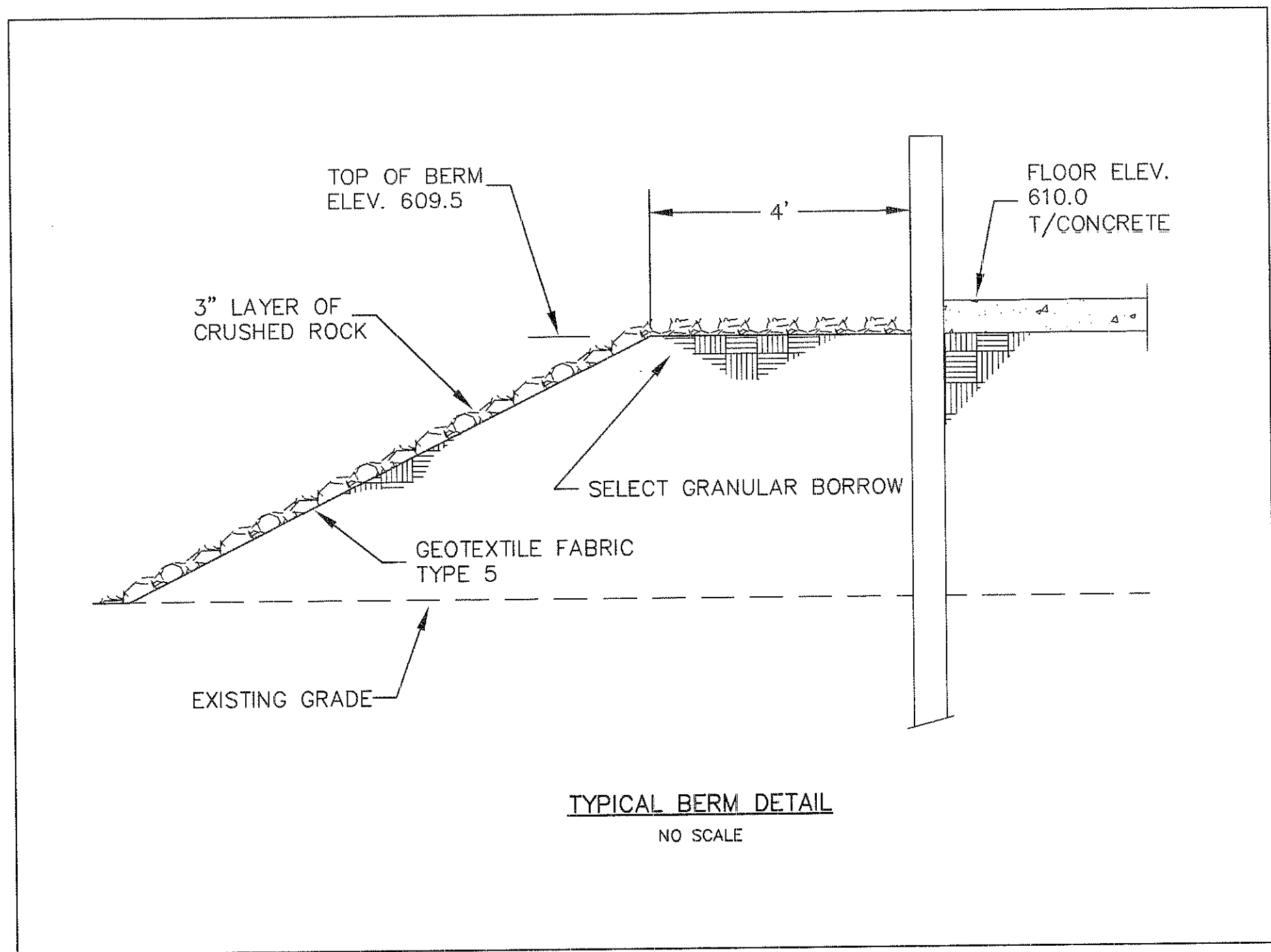
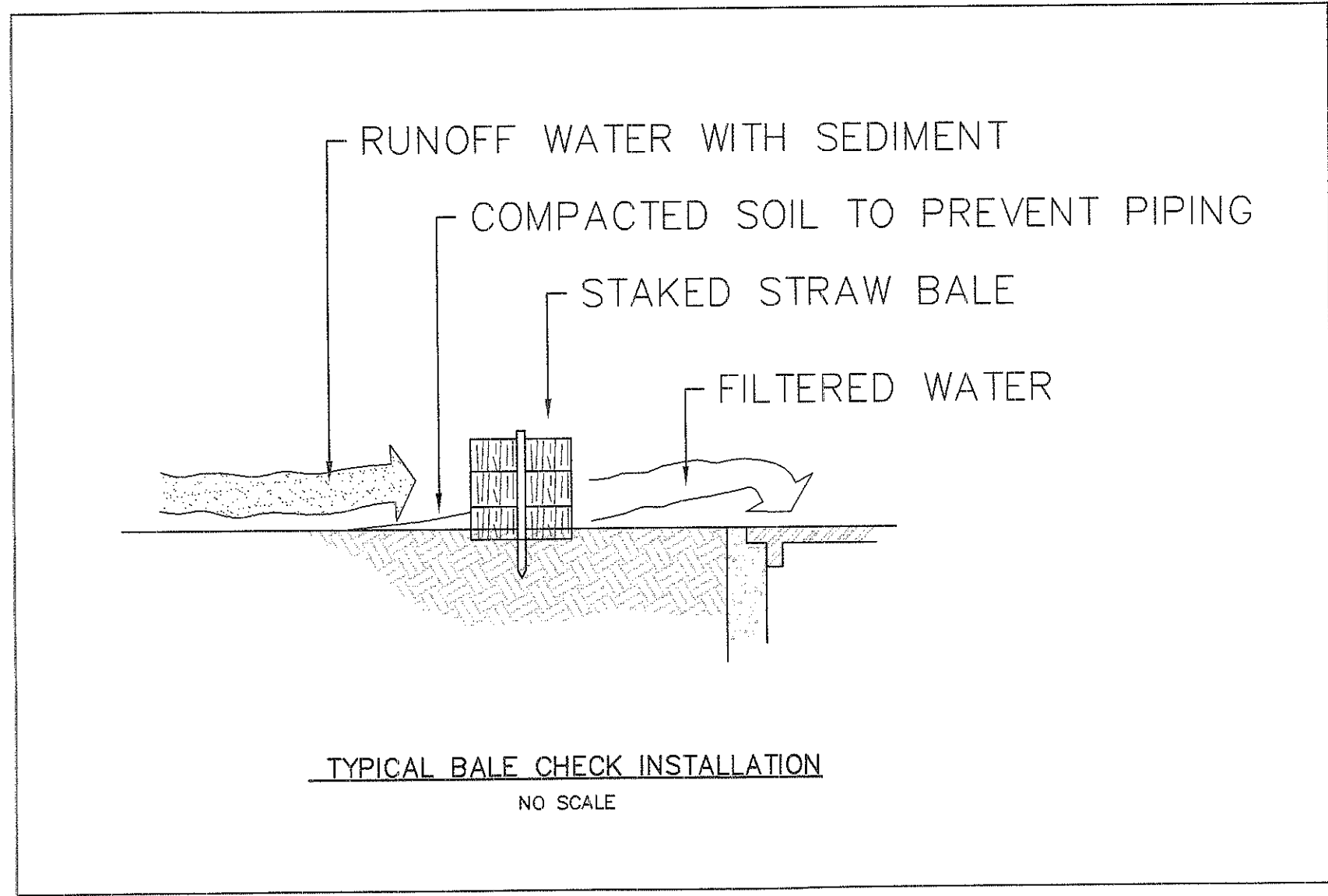
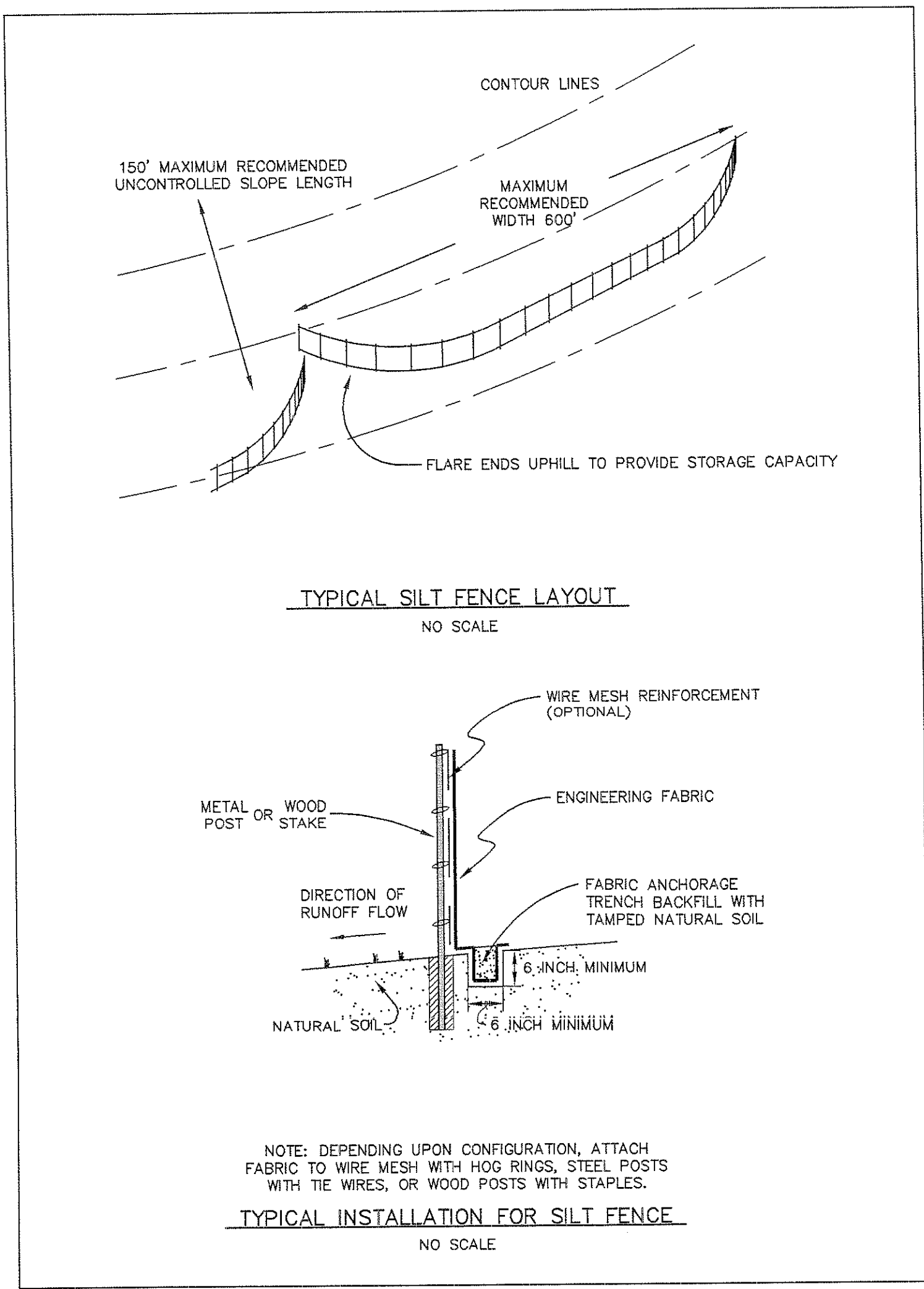
NOTES	
1	SEE CHART 1 FOR GRADATION REQUIREMENTS - TO BE PLACED AS BUILDING FOUNDATION MATERIAL
2	REFER TO DEPARTMENT OF WATER AND GAS STANDARD PLATE 2-13 FOR INSTALLATION REQUIREMENTS
3	USE AS DIRECTED BY ENGINEER IN FIELD
4	SEED AND MULCH ALL DISTURBED AREAS - INCLUDES APPROXIMATELY 3 ACRES, SEED MIX #28B AT 40#/ACRE, TYPE 1 MULCH AT 2000#/ACRE, FERTILIZER TYPE 10-10-10 AT 400#/ACRE
5	TO BE PLACED UNDER CLASS 1 RIP-RAP
6	TO BE USED UNDER CLASS 5 IN PARKING LOT, ENTRANCE ROAD AREAS, AND CRUSHED ROCK AS DETAILED
7	INCLUDES 2-8x8x8 TEES, 3-8x8x6 TEES, 2 END CAPS, 1 90 DEGREE ELBOW, AND 18 RETAINER GLANDS.

CHART 1	
SIEVE SIZE	% PASSING
4\"	100
2\"	80 TO 100
#4	60 TO 100
#200	0 TO 10



Sheet:
C1.2





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

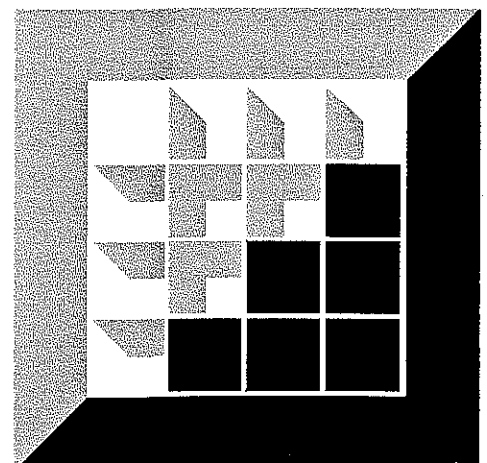
Scott J. Jones
(Principal Engineer)
Registration #: 22139

Computer File Name: _____
Project No.: DSGW00101
Date: 7/18/01
Revised: _____

NEW EAST WAREHOUSE FOR
DULUTH SEAWAY
PORT AUTHORITY
DULUTH, MINNESOTA

DETAILS

Sheet:
C1.3



Damberg Scott
Gerzina Wagner
ARCHITECTS

Virginia
Duluth
Grand Rapids

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John P. Eick
(Principal Architect)

Registration #: 24199

(Project Architect)
Registration #:

Computer File Name:
98074 A2.1
Project No.: 98074
Date: 7-18-01
Revised:

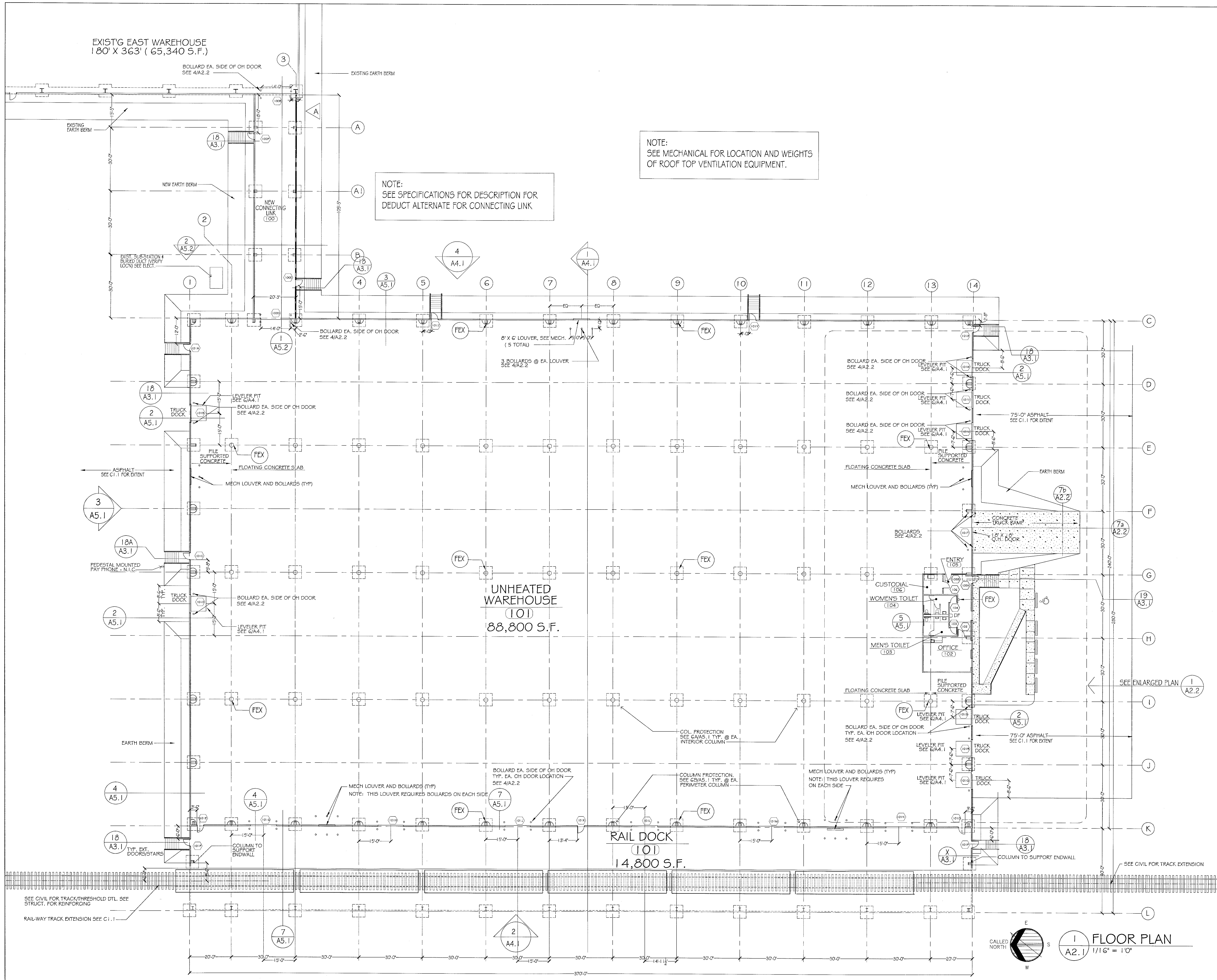
NEW EAST WAREHOUSE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

FLOOR
PLAN

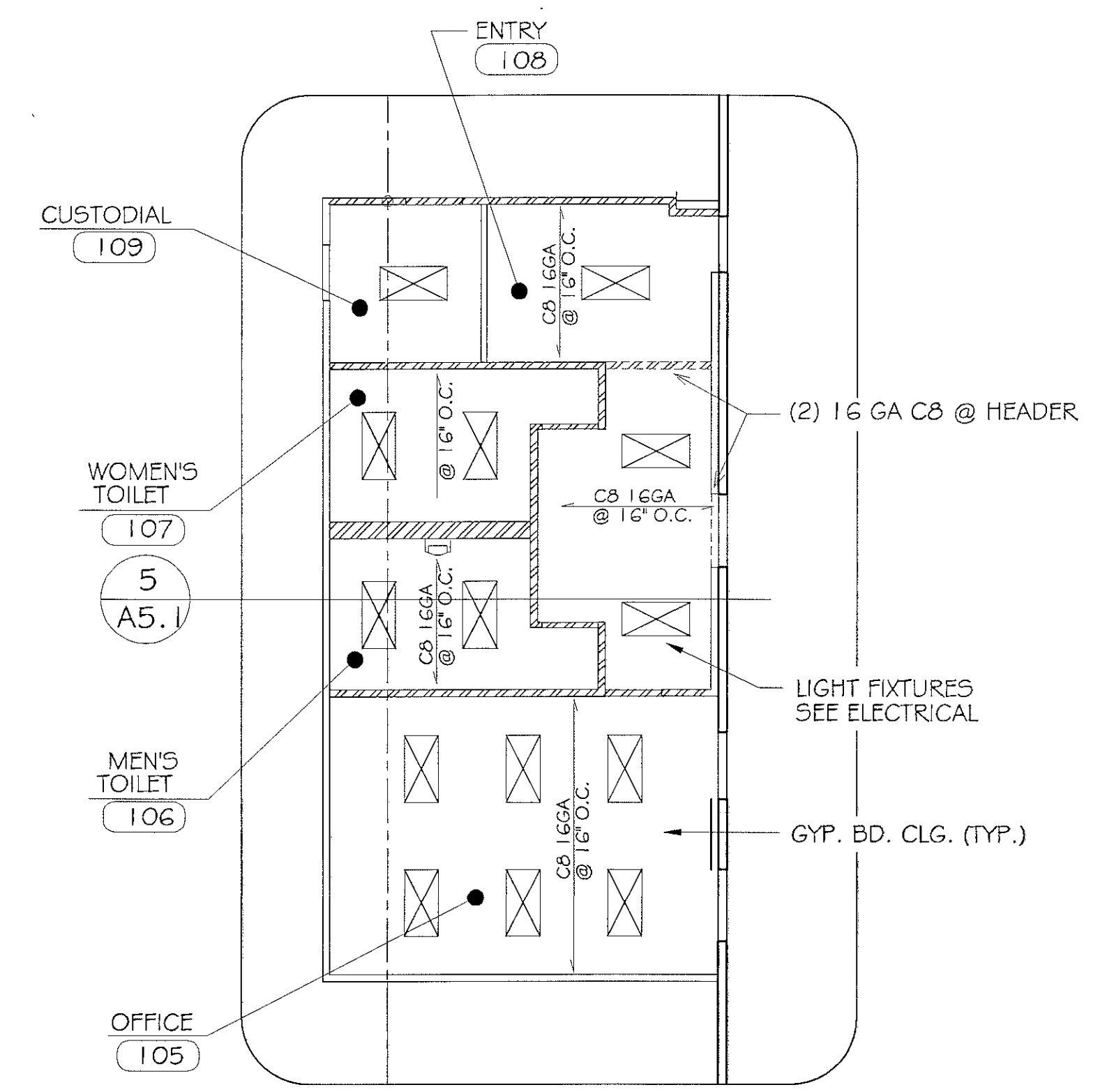
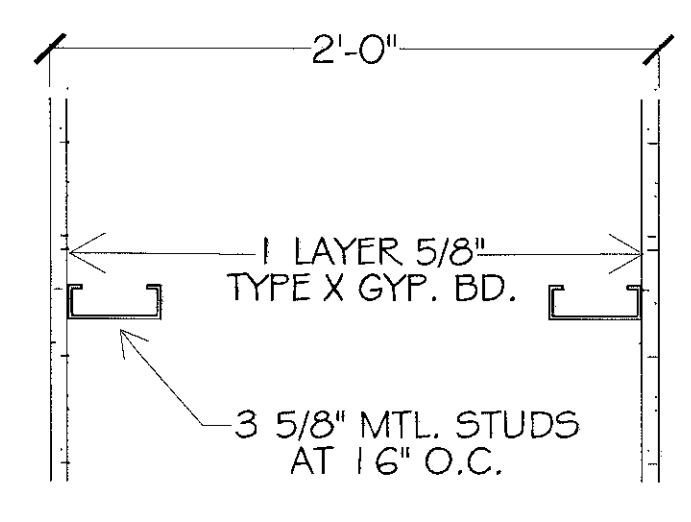
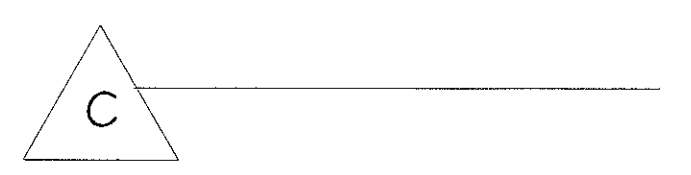
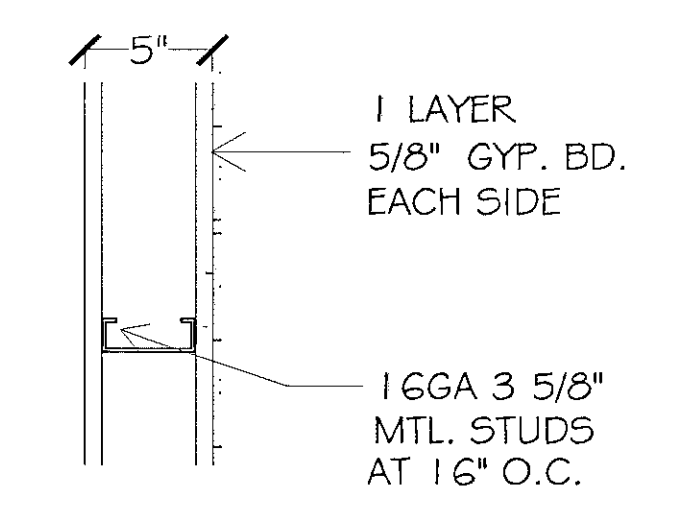
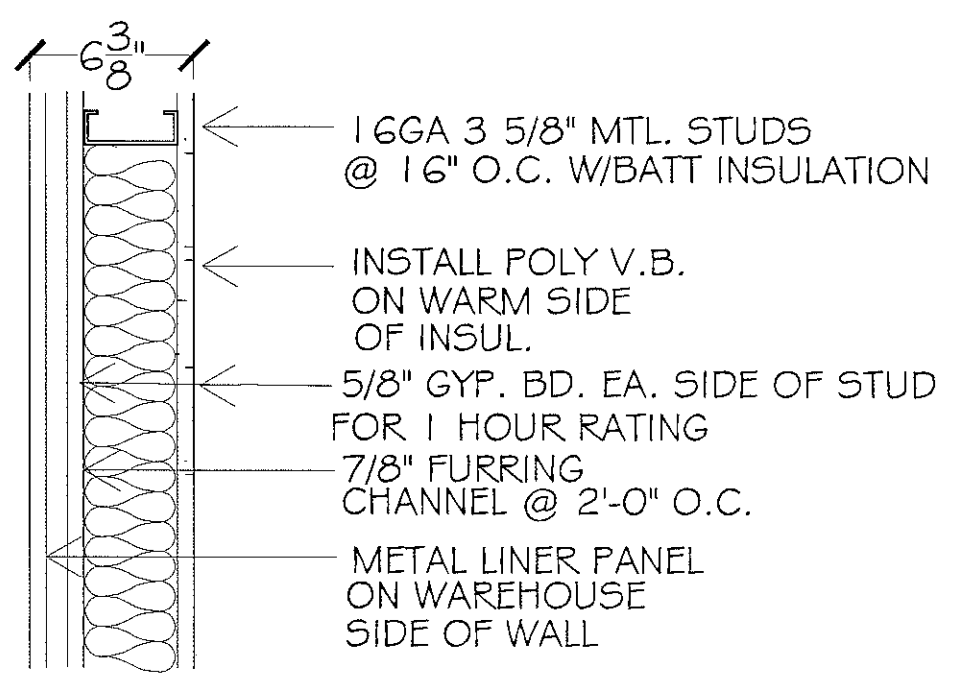
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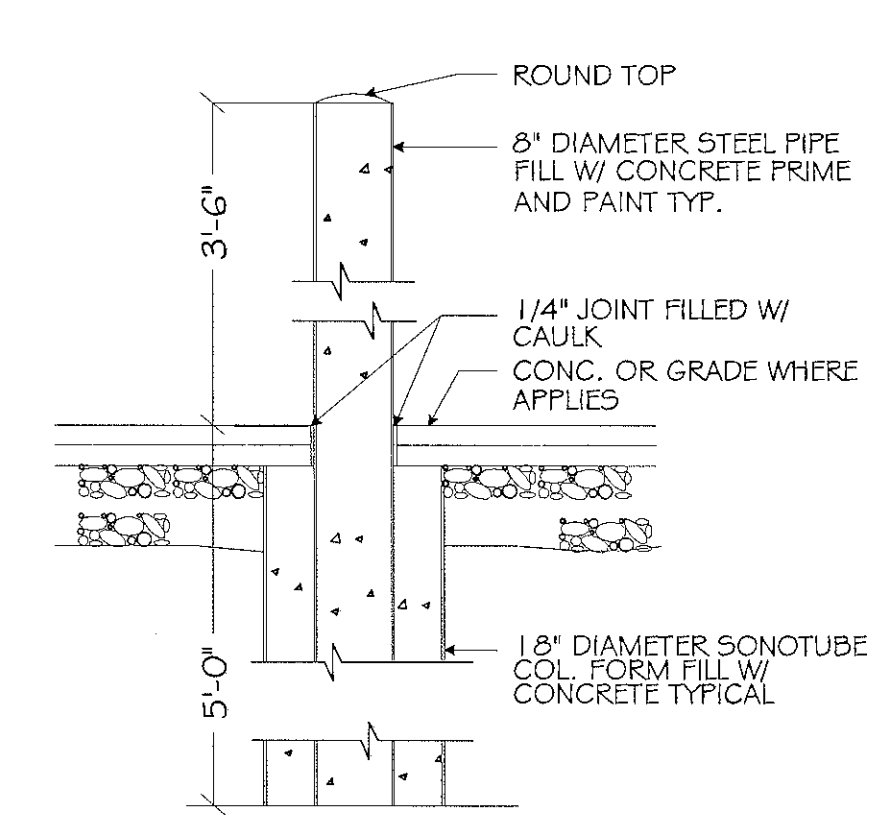
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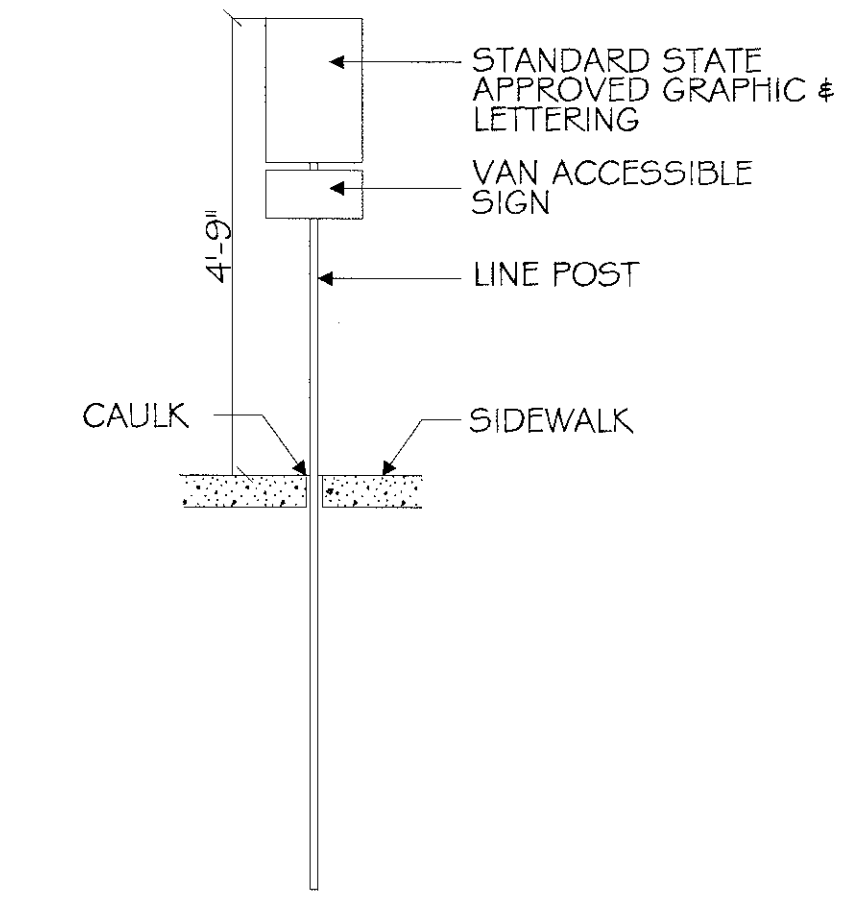
4 WALL TYPES
A5.1 1 1/2" = 1'-0"



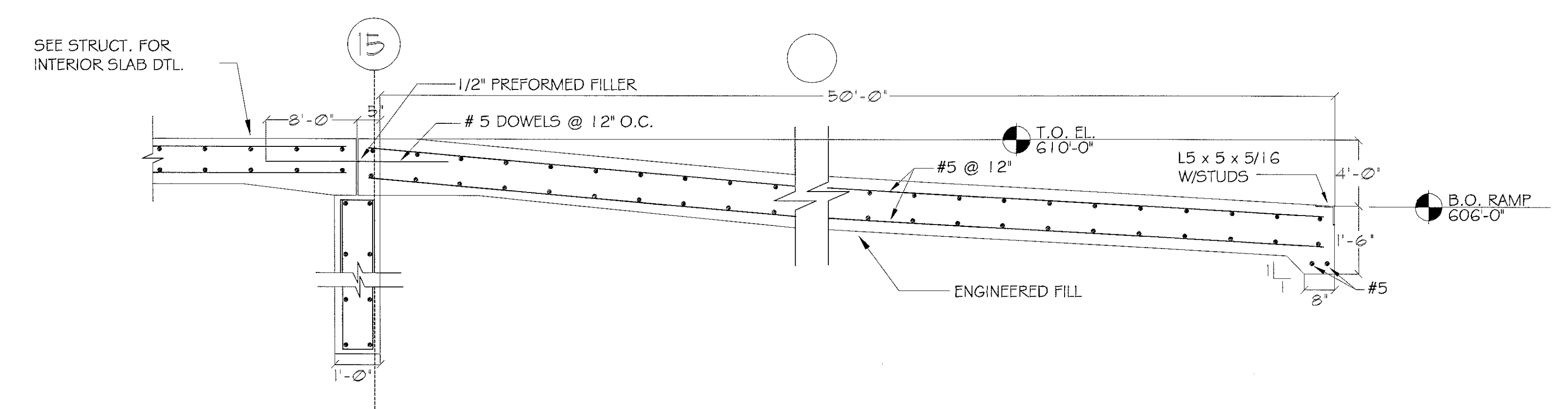
3 FRAMING & REFLECTED CEILING PLAN
A2.2 1/8" = 1'-0"



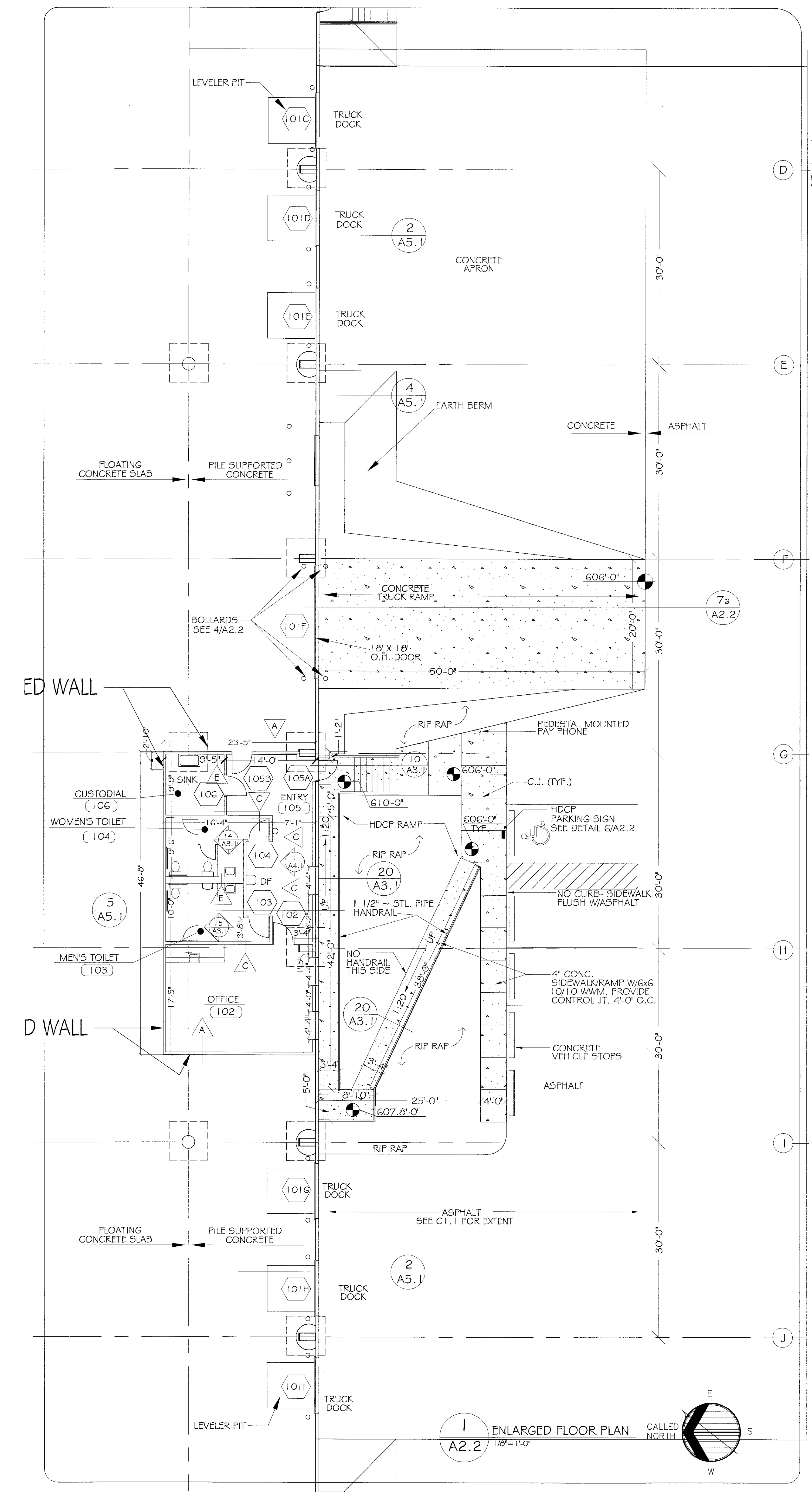
4 PROTECTIVE BOLLARD DTL.
A2.2 1/2" = 1'-0"



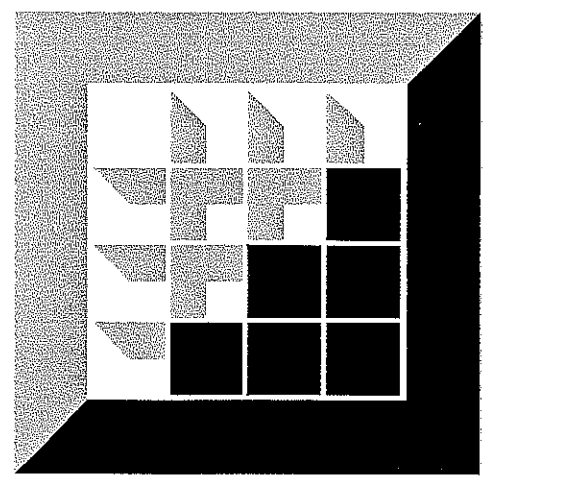
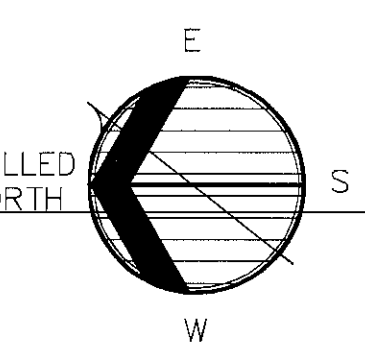
6 HDCP. PARKING SIGN
A2.2 SCALE: 1/2" = 1'-0"



7a TRUCK RAMP SECTION
A2.2 SCALE: 1/2" = 1'-0"



1 ENLARGED FLOOR PLAN
A2.2 1/8" = 1'-0"



Damberg & Scott
Gerzina & Wagner
ARCHITECTS

Virginia
Duluth
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John P. Eirich
(Principal Architect)
Registration #: 24199

(Project Architect)
Registration #:

Computer File Name:
98074 A2.2
Project No.: 98074
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Revised:

NEW EAST WAREHOUSE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

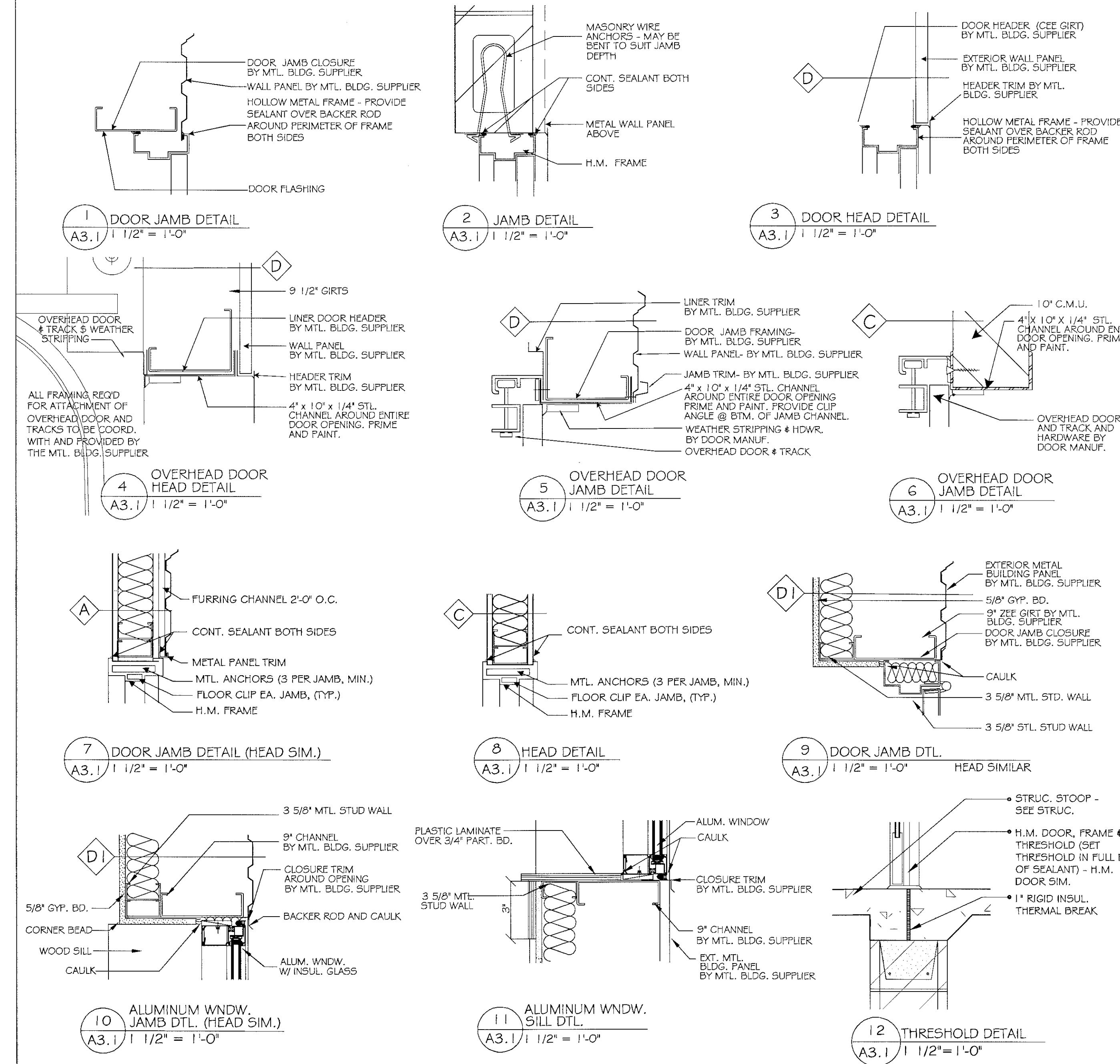
ENLARGED
FLOOR PLAN
& DETAILS

Sheet:

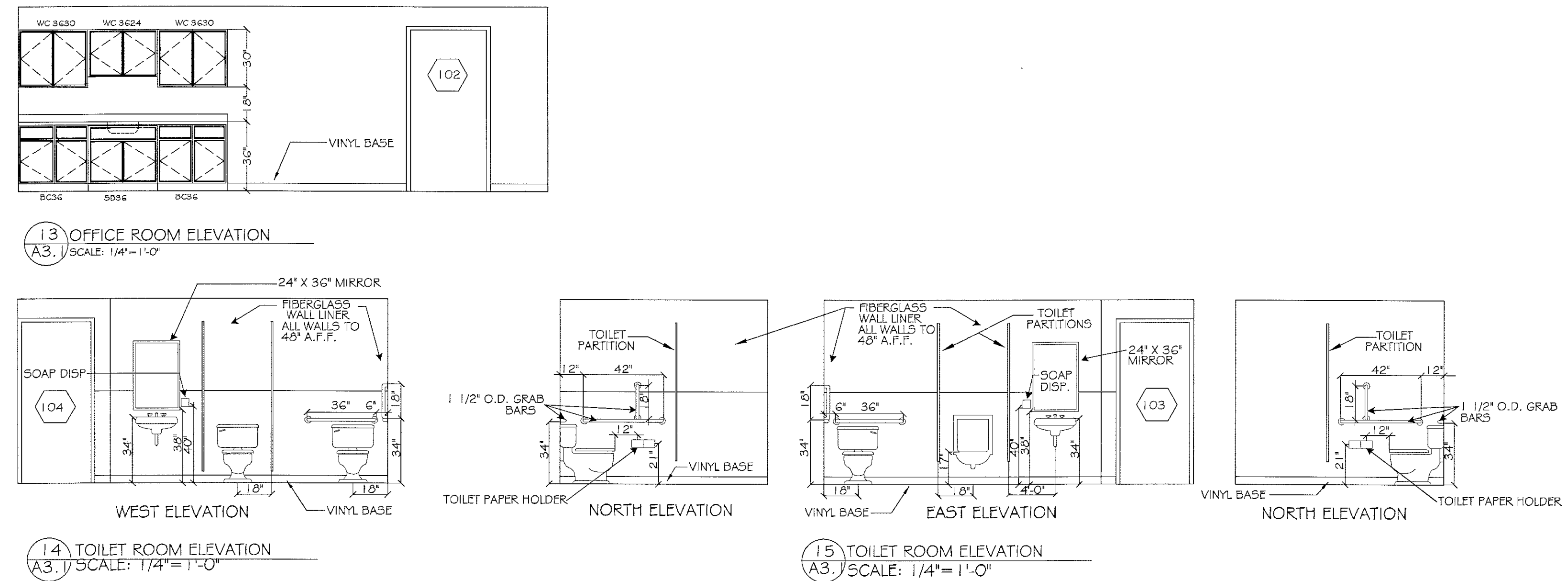
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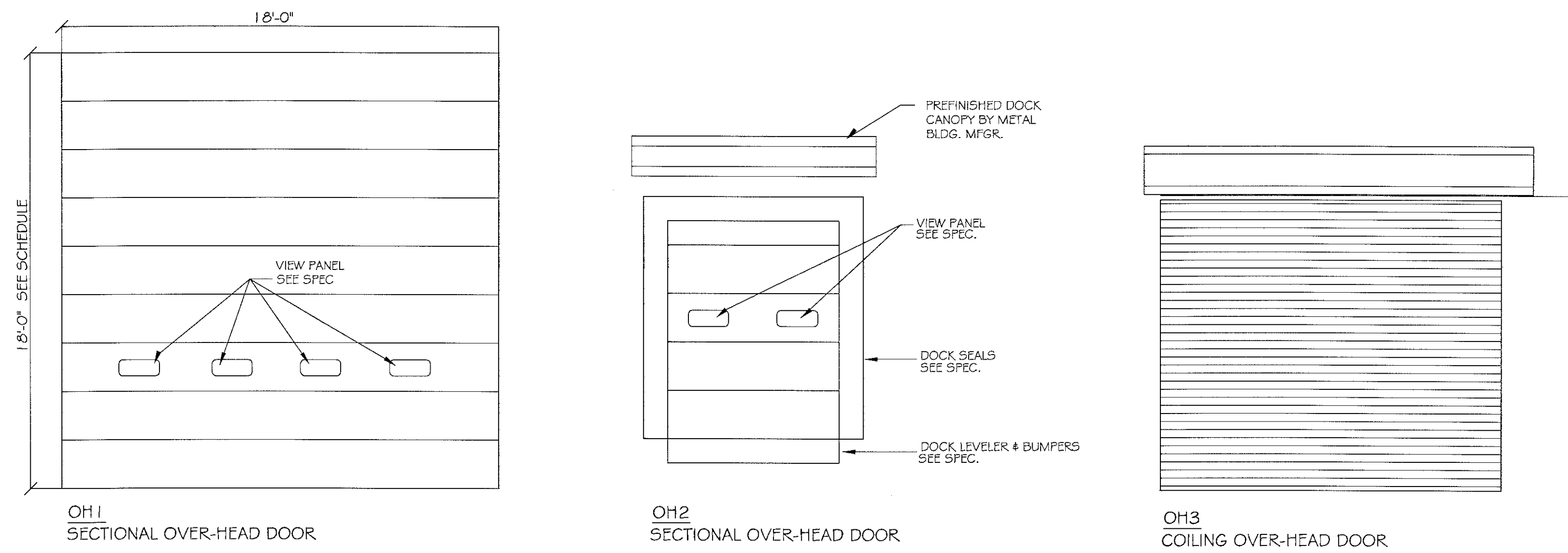
DOOR & FRAME DETAILS



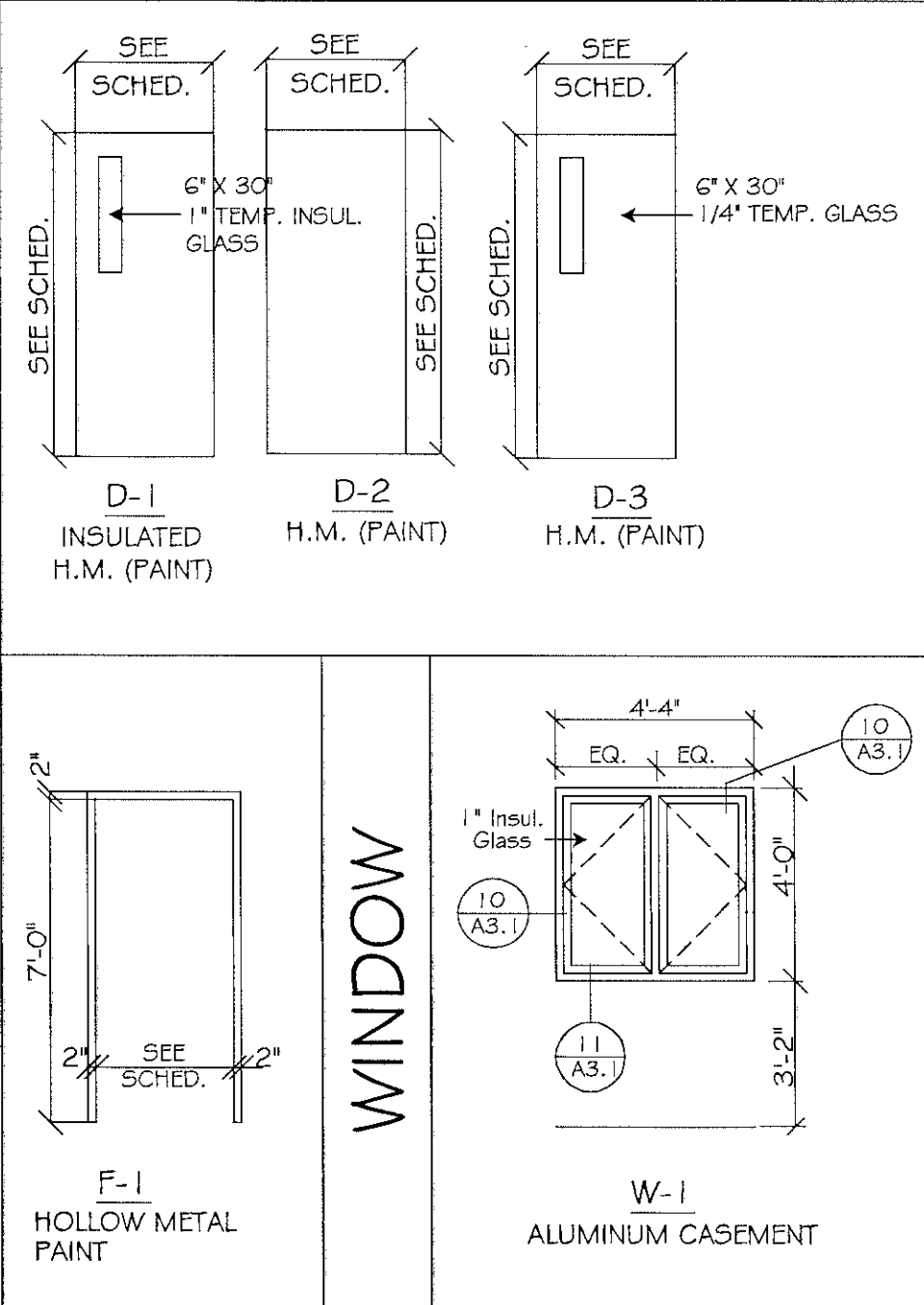
INTERIOR ELEVATIONS



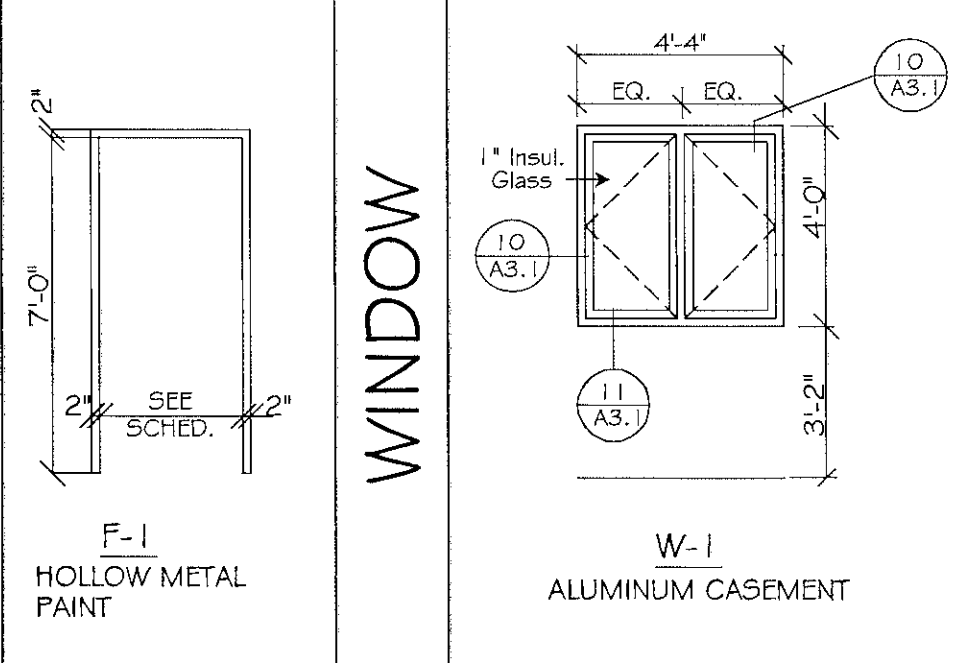
OVERHEAD DOORS



DOOR TYPES



FRAME TYPE



ABBR.

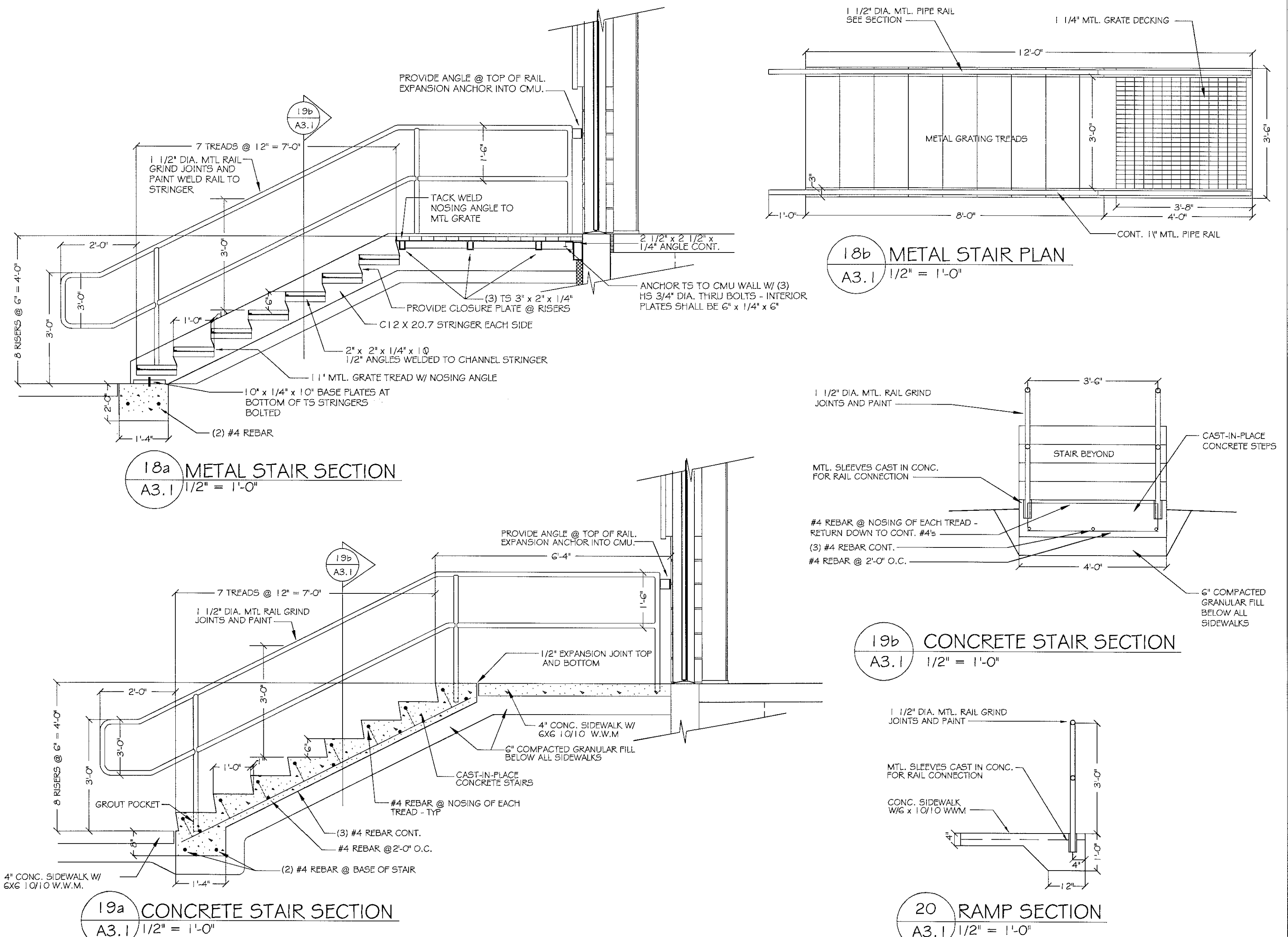
CONC.	CONCRETE
CONC. BLK.	CONCRETE BLOCK
C.M.U.	CONCRETE MASONRY UNIT
F.G.W.P.	FIBERGLASS WALL PANEL
GYP. BD.	GYP. BOARD
M.R.G.B.	MOISTURE RESISTANT GYP. BOARD
V.C.T.	VINYL COMPOSITE TILE

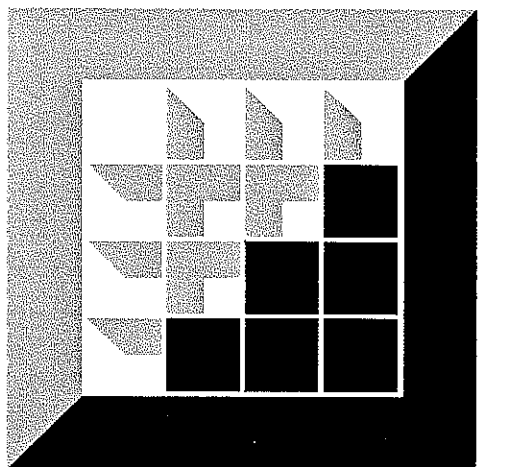
ROOM FINISH SCHEDULE

ROOM #	ROOM NAME	FLOOR	MATERIAL	FINISH	BAS.	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	HEIGHT	REMARKS
100	CONNECTING LINK	CONC.	SEALED	NONE	EXPOSED	PAINT	SEALED	EXPOSED	PAINT	EXPOSED	PAINT	EXPOSED	PAINT	8'-0"	
101	WAREHOUSE	CONC.	SEALED	NONE	EXPOSED	PAINT	SEALED	EXPOSED	PAINT	EXPOSED	PAINT	EXPOSED	PAINT	8'-0"	
102	OFFICE	CONC.	V.C.T.	VINYL	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	8'-0"	
103	MEN'S RESTROOM	CONC.	SEALED	VINYL	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	8'-0"	
104	WOMEN'S RESTROOM	CONC.	SEALED	VINYL	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	8'-0"	
105	ENTRY	CONC.	SEALED	VINYL	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	8'-0"	
106	CUSTODIAL	CONC.	SEALED	VINYL	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	PAINT	GYP. BD.	8'-0"	

DOOR & FRAME SCHEDULE

DOOR #	DOOR SIZE	DOOR TYPE	FRAME TYPE	FRAME WIDTH	HEAD	JAMB	SILL/THRESHOLD	HARDWARE GROUP	LABEL	REMARKS
100A	NOT USED				4/A5.2	5,6/A5.2		BY O.H. DOOR MANUF.		
100B	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
100C	NOT USED				3/A3.1	1/A3.1	18/A3.1			
100D	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
100E	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
100F	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	4/A3.1	5,6/A3.1	18/A3.1			
101A	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
101B	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101C	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
101D	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101E	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1				
101F	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1/A3.1	18/A3.1			
101G	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101H	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101I	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101J	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1				
101K	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101L	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101M	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101N	1'-4" x 12'-0"	OH3			4/A5.2 (SIM)	5,6/A5.2 (SIM)		BY O.H. DOOR MANUF.		
101O	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1				
101P	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
101Q	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101R	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101S	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101T	18'-0" x 18'-0"	OH1			4/A3.1	5,6/A3.1		BY O.H. DOOR MANUF.		
101U	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101V	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101W	8'-0" x 10'-0"	OH2			4/A3.1	5,6/A3.1	2/A5.1	BY O.H. DOOR MANUF.		
101X	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
101Y	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
101Z	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	3/A3.1	1,2/A3.1	18/A3.1			
102	3'-0" x 7'-0" x 1 3/4"	D-3	F-1	5 3/4"	8/A3.1	8/A3.1				
103	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	8/A3.1	8/A3.1				
104	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	8/A3.1	8/A3.1				
105A	3'-0" x 7'-0" x 1 3/4"	D-1	F-1	5 3/4"	8/A3.1	8/A3.1				
105B	3'-0" x 7'-0" x 1 3/4"	D-1	F-1	5 3/4"	7/A3.1	7/A3.1				
106	3'-0" x 7'-0" x 1 3/4"	D-2	F-1	5 3/4"	8/A3.1	8/A3.1				





Damberg Scott
Gerzina Wagner
ARCHITECTS

Virginia
Duluth
Grand Rapids

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John E. Eichen
(Principal Architect)
Registration #: 24199

(Project Architect)
Registration #:

Computer File Name:
98074 A4.1
Project No.: 98074
Date: 7-18-01
Revised:

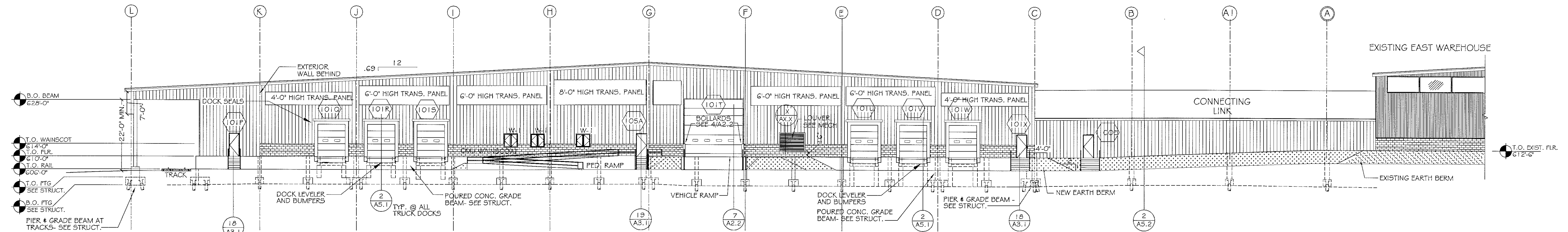
NEW EAST WAREHOUSE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

EXTERIOR
ELEVATIONS

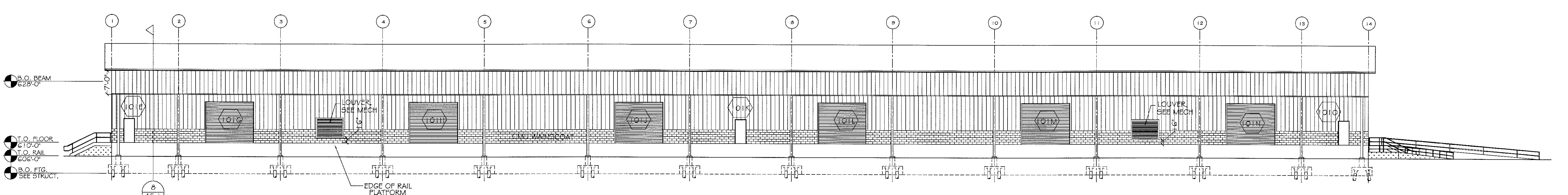
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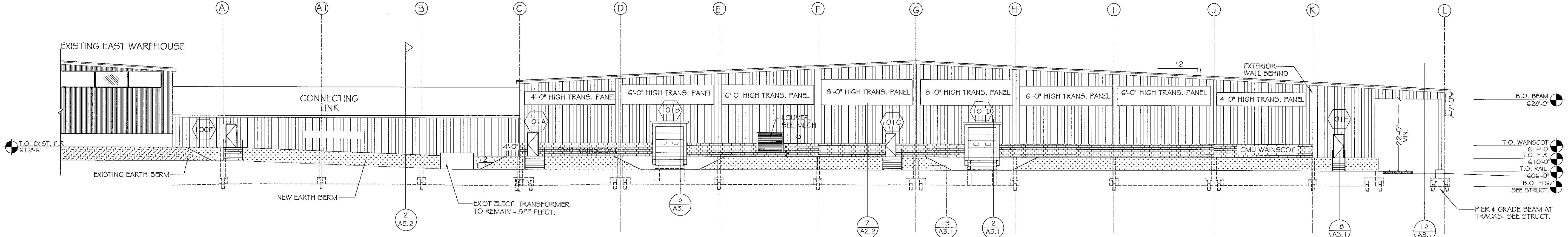
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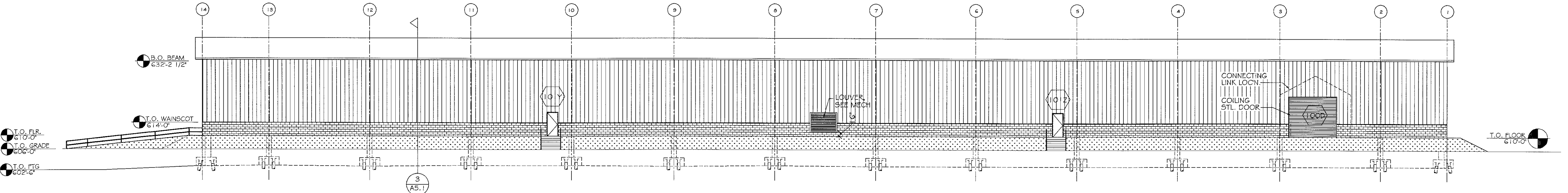
1 SOUTH ELEVATION
A4.1 1/16" = 1'-0"



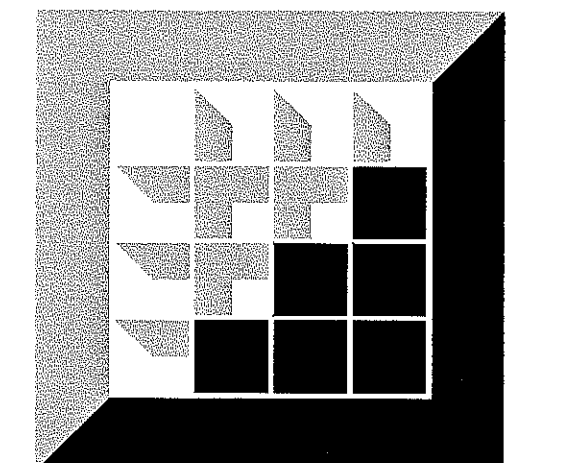
2 WEST ELEVATION
A4.1 1/16" = 1'-0"



3 NORTH ELEVATION
A4.1 1/16" = 1'-0"



4 EAST ELEVATION
A4.1 1/16" = 1'-0"



Damberg Scott
Gerzina Wagner
ARCHITECTS

Virginia
Duluth
Grand Rapids

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John E. Eicher
(Principal Architect)

Registration #: 24199

(Project Architect)
Registration #:

Computer File Name:
98074 A5.1
Project No.: 98074
Date: 7-18-01
Revised:

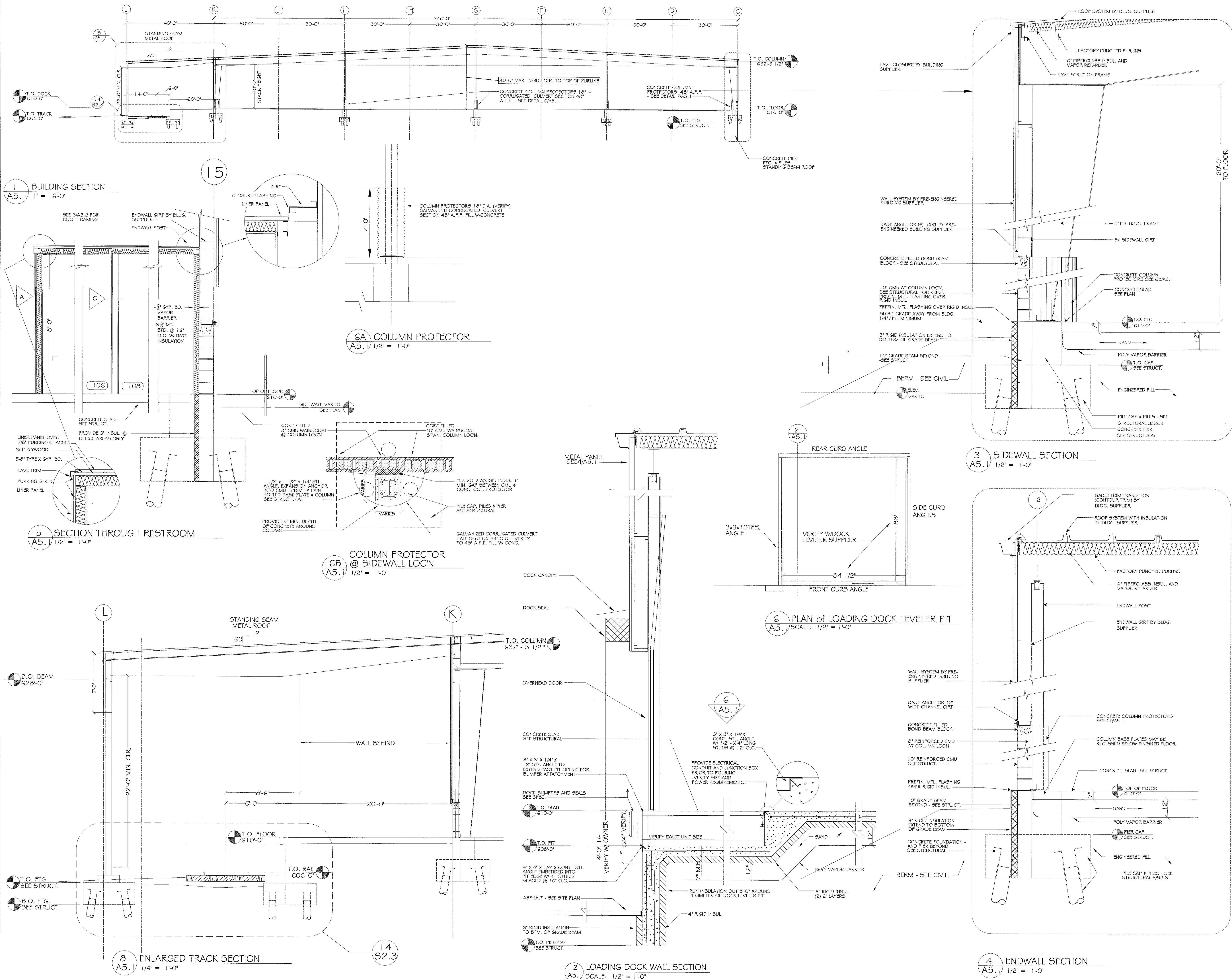
NEW EAST WAREHOUSE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

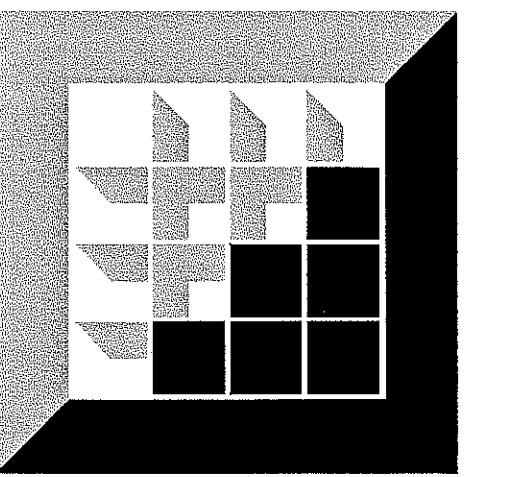
WALL
SECTIONS &
DETAILS

Sheet:

A5.1

Of:





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Gerzina & Wagner
ARCHITECTS

Virginia
Duluth
Grand Rapids

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John E. Liska
(Principal Architect)
Registration #: 24199

(Project Architect)
Registration #:

Computer File Name:
98074 A5.2
Project No.: 98074
Date: 7-18-01
Revised:

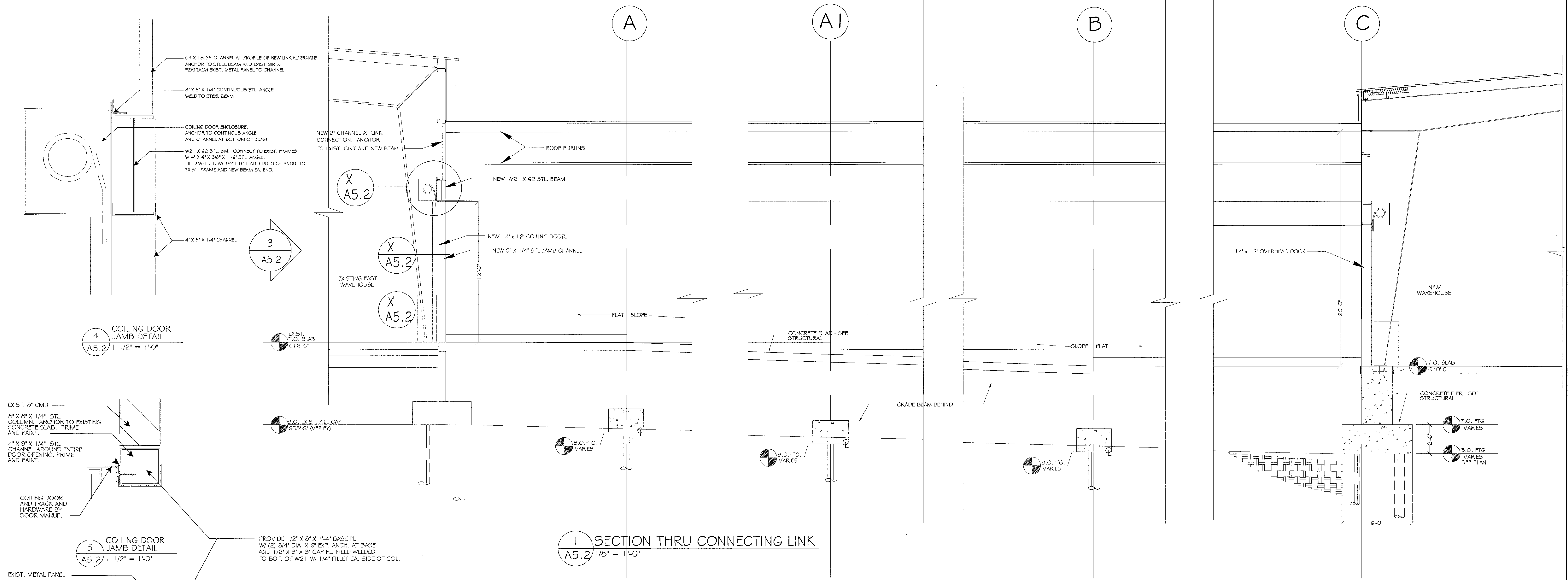
NEW EAST WAREHOUSE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

LINK
SECTIONS &
DETAILS

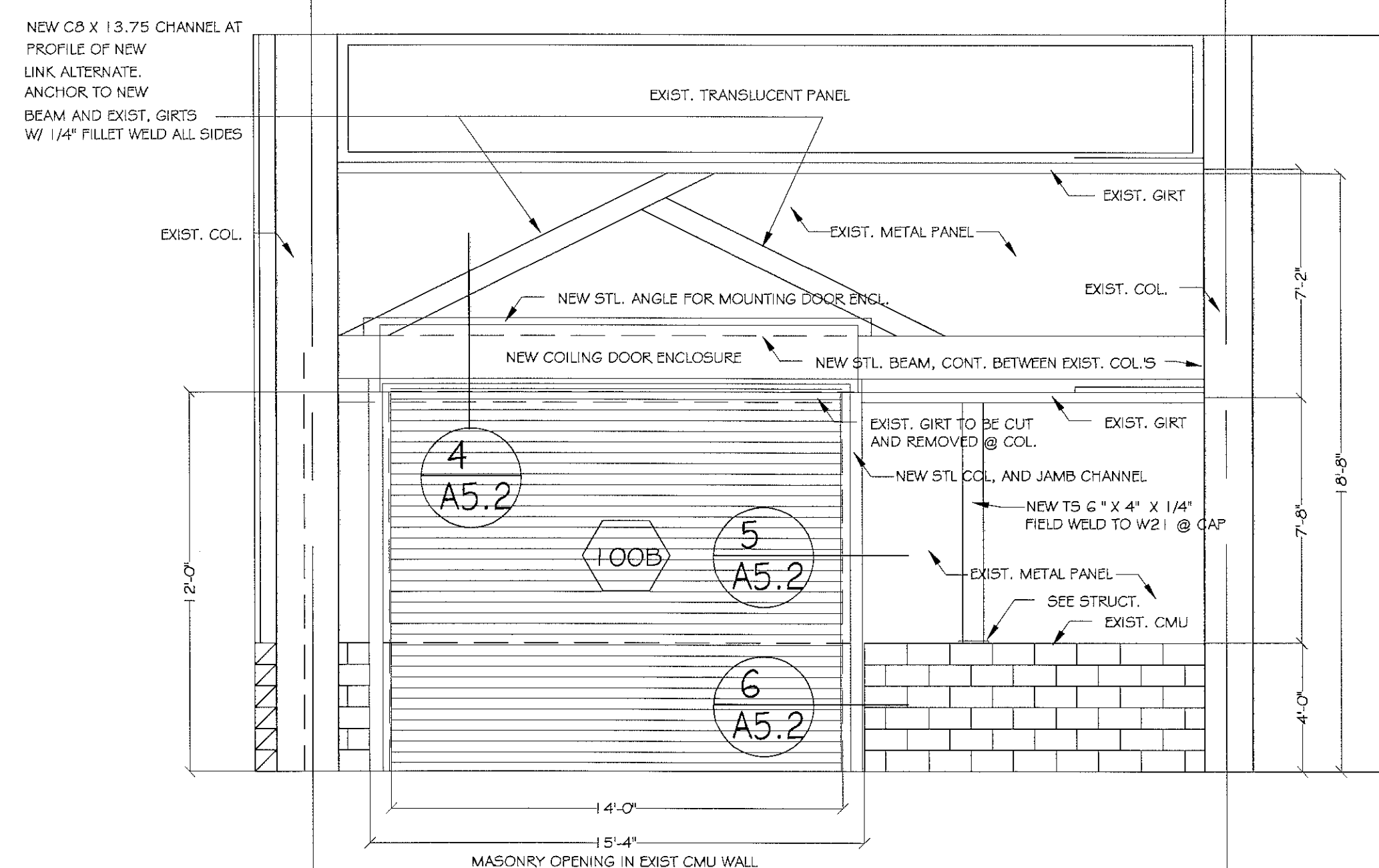
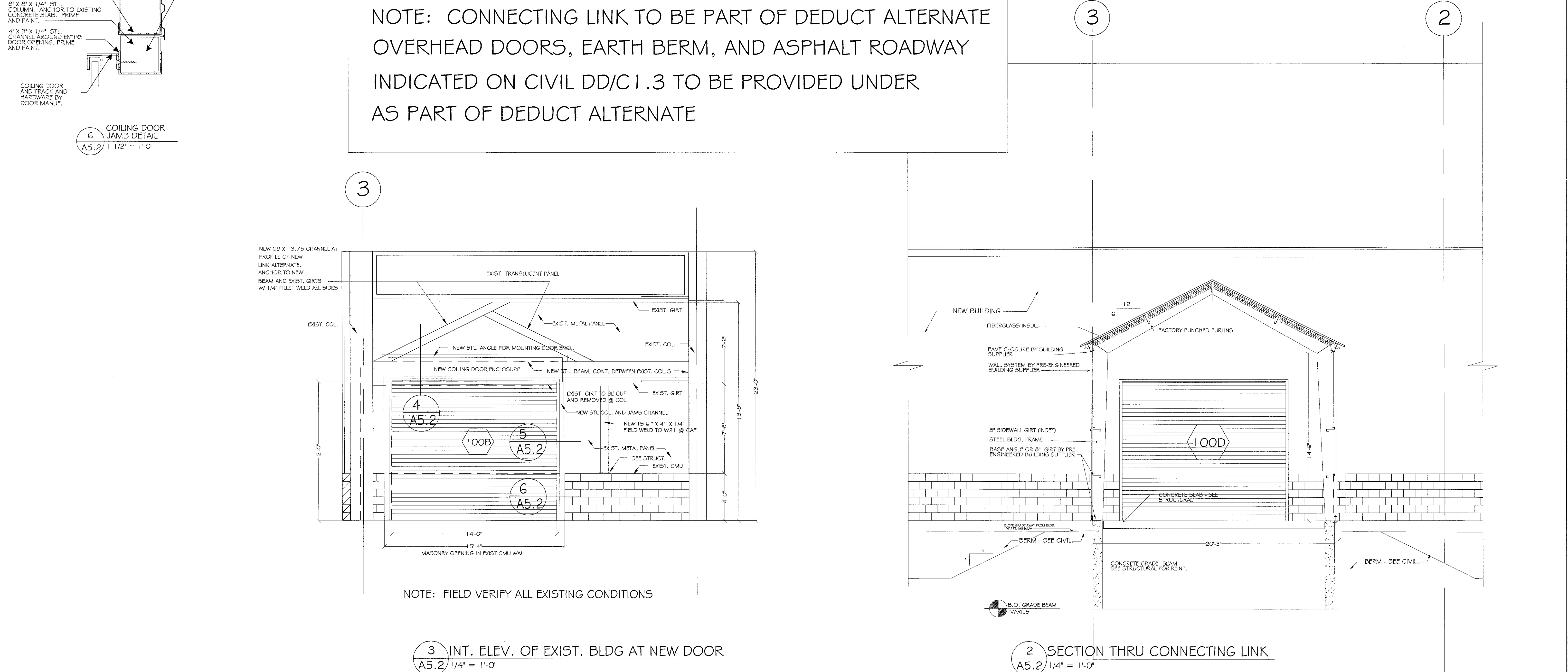
Sheet:

A5.2

Of:



NOTE: CONNECTING LINK TO BE PART OF DEDUCT ALTERNATE OVERHEAD DOORS, EARTH BERM, AND ASPHALT ROADWAY INDICATED ON CIVIL DD/C1.3 TO BE PROVIDED UNDER AS PART OF DEDUCT ALTERNATE

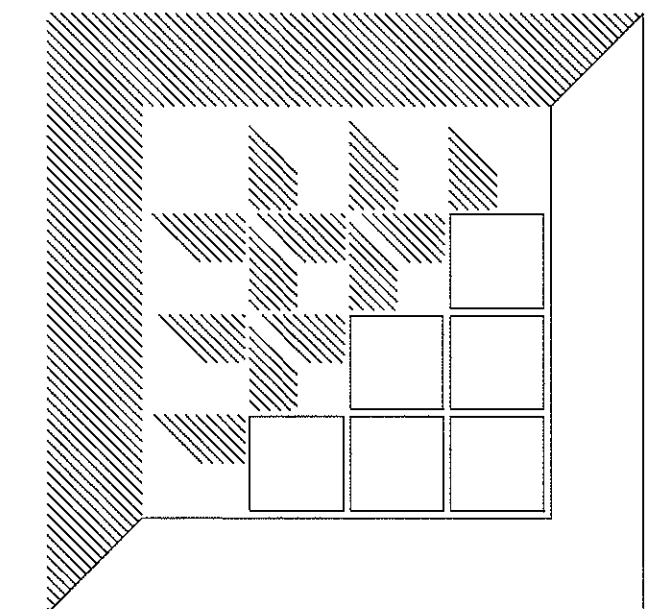


NOTE: FIELD VERIFY ALL EXISTING CONDITIONS

3 INT. ELEV. OF EXIST. BLDG AT NEW DOOR
A5.2 1/4" = 1'-0"

2 SECTION THRU CONNECTING LINK
A5.2 1/4" = 1'-0"

MARK	DESCRIPTION	REMARKS
C-1	SEE DETAIL	SEE DTL. 6/S2.3
C-2	3'-0"x3'-0"x2'-0" THICK PILE CAP R/W #5 @ 8" O.C. E.W.	SEE DTL. 16/S2.3
C-3	SEE DETAIL	SEE DTL. 5/S2.4
C-4	SEE DETAIL	SEE DTL. 5/S2.3
C-5	NOT USED	N/A
C-6	SEE DETAIL	SEE DTL. 4/S2.3
C-7	SEE DETAIL	SEE DTL. 2/S2.4
C-8	SEE DETAIL	SEE DTL. 3/S2.3



**Damberg Scott
Gerzina Wagner**
ARCHITECTS

Virginia
Duluth
Grand Rapids

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

San E. Ansell
(Project Engineer)

Registration #: 24838

Computer File Name:

Project #: 98-236

Date: 7/20/01

Revised:

**EAST WAREHOUSE
DULUTH SEAWAY PORT AUTHORITY**
DULUTH, MINNESOTA

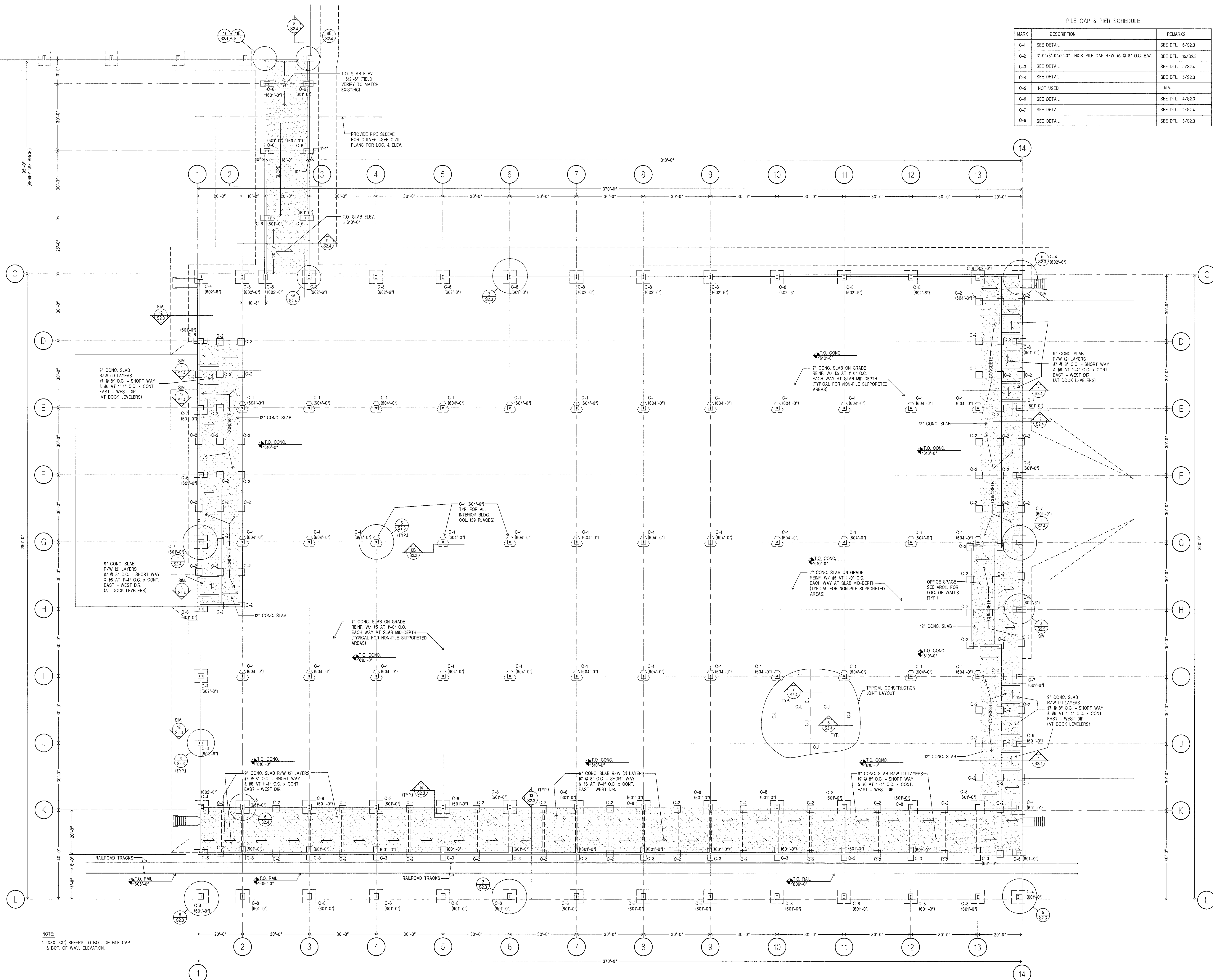
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Of: 4 XX (Structural)

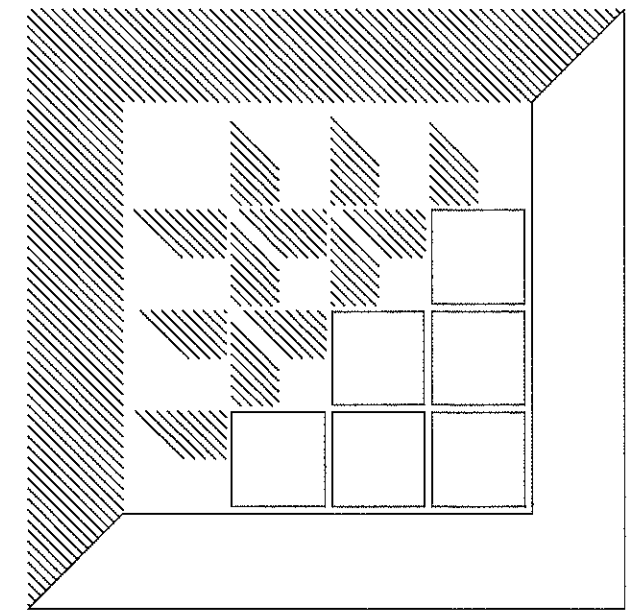
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FOUNDATION PLAN
1/16"=1'-0"





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

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MATERIALS - CONCRETE FILLED PIPE PILES

- PILES SHALL BE 8 5/8" MINIMUM ϕ 0.4" WALL THICKNESS AND SHALL CONFORM TO ASTM A362 GRADE S OR 3, OR ASTM A500 GRADE C OR OTHER ASTM SPECIFICATION WITH A MINIMUM $F_y = 50$ ksi.
- PIPE SPLICES SHALL BE FULL PENETRATION BUTT WELDS PERFORMED IN ACCORDANCE WITH LATEST AWS SPECIFICATIONS.
- ALL PILES SHALL BE CUT OFF EVEN.
- CONC. FILL SHALL DEVELOP A ULTIMATE COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS. SLUMP MIX CONSISTENCY, PLACING METHOD AND AGGREGATE SIZE SHALL BE SELECTED TO INSURE ACHIEVEMENT OF REQUIRED STRENGTH WITHOUT CAUSING VOIDS, HONEYCOMBS ETC. DURING PLACEMENT.
- TENSION REINFORCING SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60.
- ALL PILES SHALL HAVE 1/2" WATERTIGHT BOTTOM CLOSURE PLATE. (A36)

PILE CAPACITIES

- ALL PILES SHALL BE DRIVEN AND CAST SO AS TO BE CAPABLE OF SUPPORTING A 48 TON AXIAL LOAD (INCLUDES 10 TONS OF NEGATIVE SKIN FRICTION).
- ANCHORED (TENSION) PILES SHALL BE CAPABLE OF RESISTING A AXIAL DESIGN UPLIFT OF 10 TONS.
- CONTRACTOR SHALL MAINTAIN COMPLETE AND ACCURATE LOGS OF THE PILE DRIVING. LOGS SHALL INCLUDE HAMMER DATA, BLOW COUNTS FOR THE LAST TEN (10) FEET OF PENETRATION AND PILE TOP ELEVATION. (SEE ALSO SPEC.)

TEST PILES

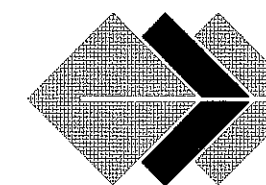
- 4 TEST PILES AS LOCATED BY THE ENGINEER SHALL BE DRIVEN BY THE CONTRACTOR TO THE DEPTH NECESSARY TO DEVELOP THE PILE DESIGN LOAD. OWNER WILL PROVIDE DYNAMIC MONITORING TO VERIFY PILE DESIGN CAPACITY OF 48 TONS.

DRIVING CRITERIA

- ALL PILES SHALL BE DRIVEN TO A TIP EL. 578'-0" FOR THE CONTRACT BASE LENGTH. TIP ELEVATION MAY BE REVISED AFTER COMPLETION OF 4 TEST PILES. CONTRACTOR SHALL PROVIDE UNIT PRICES OF PILING FOR ADD OR DEDUCT, TO CONTRACT BASE LENGTH AS SPECIFIED IN SECTION 02300 OF THE PROJECT SPECIFICATIONS.
- DRIVING TOLERANCES:
 - LOCATION: $\pm 6"$ INCHES FROM THE LOCATION INDICATED FROM THE CENTER OF EACH PILE OR PILE GROUP.
 - PLUMBNESS: MAINTAIN 1/8" PER FOOT FROM VERTICAL.
 - CUT OFF ELEVATION: ± 1 INCH.
- PILES SHALL BE INSTALLED USING STEAM, AIR OR DIESEL HAMMERS HAVING A MINIMUM ENERGY RATING OF 20,000 TO 25,000 FOOT POUNDS. PILE INSTALLATIONS SHALL BE OBSERVED BY A GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE TO VERIFY THAT DESIGN CAPACITIES HAVE BEEN MET AND THAT EMBEDMENT IS SUFFICIENT TO DEVELOP ULTIMATE LOADS.

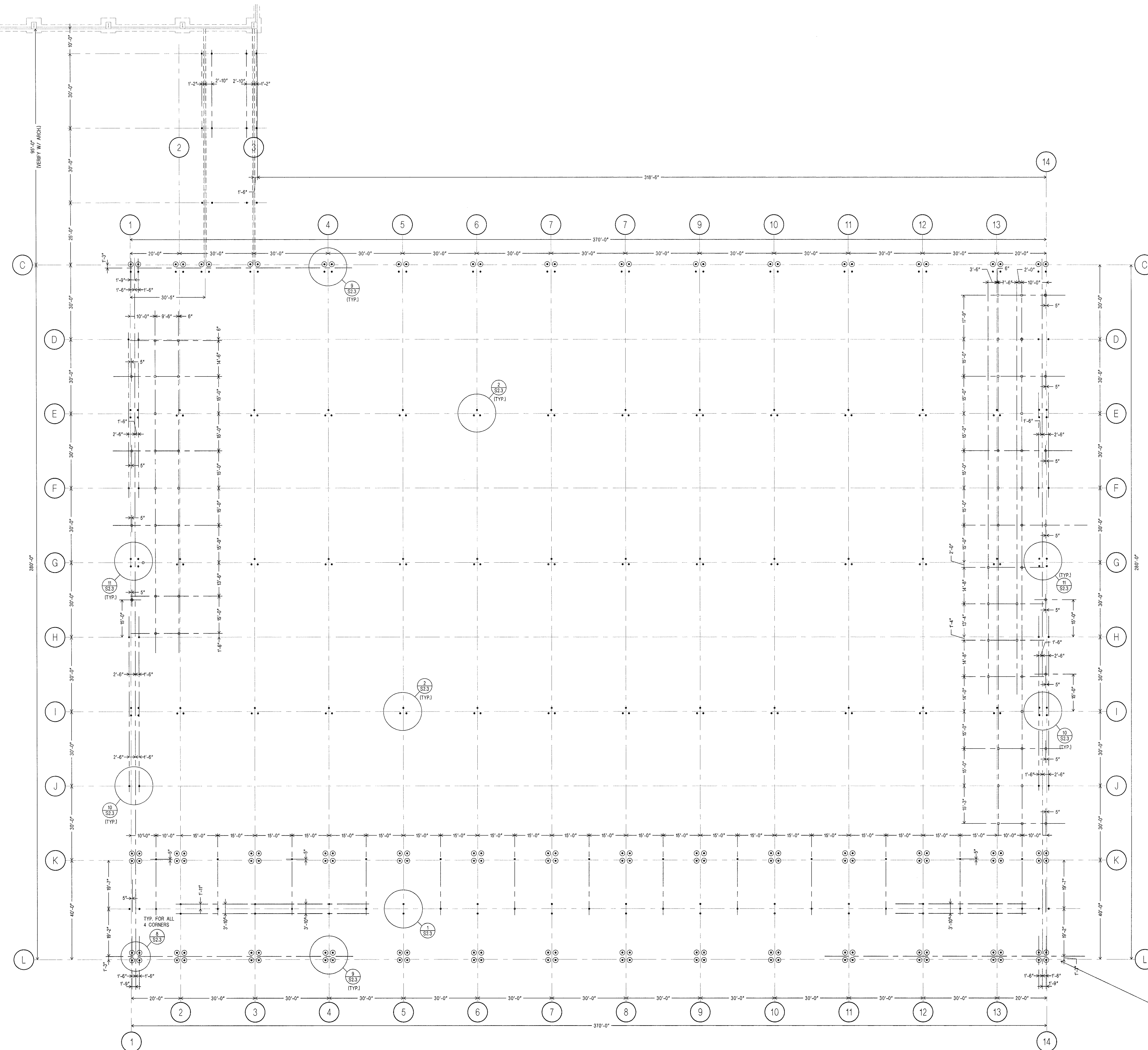
NOTE:

- DENOTES BATTER PILES (3 HORIZONTAL, 12 VERTICAL W/ TENSION REINFORCEMENT)
 - DENOTES BEARING PILE - FILLED W/ CONC. W/ TENSION REINF.
 - DENOTES BEARING PILE W/ OUT TENSION REINF.
- NOTE: ALL PILES ARE FILLED W/ CONC.

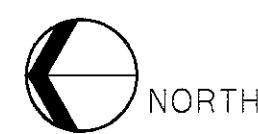


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1 PILE LOCATION PLAN
1/16"=1'-0"



STRUCTURAL NOTES

GENERAL

- DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
 - MINNESOTA STATE BUILDING CODE
 - A.C.I. 318-85
 - A.I.S.C. NINTH EDITION
- DESIGN LOADS:
 - ROOF SNOW LOAD 40 PSF AND DRIFTING PER MINNESOTA STATE CODE
 - WIND LOAD 90 MPH EXPOSURE 7
 - PILE DESIGN SERVICE LOAD CAPACITY 53 TONS
 - 4 TON CAPACITY FORKLIFT LOAD
- VERIFY ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL OPENINGS FOR SIZE, LOCATION AND NUMBER IN THE STRUCTURE WITH ACCOMPANYING PLANS
- THE STRUCTURE SHALL BE ADEQUATELY BRACED AND SHORED DURING ERECTION AGAINST WIND AND ERECTION LOADS. STRUCTURAL MEMBERS ARE DESIGNED FOR "IN PLACE" LOADS
- ALL POURED CONCRETE, GROUTED MASONRY, OR GROUTED PRECAST MUST CURE FOR A MIN. OF 7 DAYS BEFORE ANY HOLES CAN BE DRILLED OR ANY EXPANSION ANCHORS PLACED.
- CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF EXISTING BUILDING UTILITIES, EQUIPMENT ETC. DURING CONSTRUCTION. PROVIDE TEMPORARY BRACING AND PROTECTION AS REQUIRED.
- FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS PRIOR TO SHOP DRAWING SUBMITAL.
- ANY HOLES CUT IN THE EXISTING OR NEW STRUCTURE WHICH ARE NOT DETAILED ON THE STRUCTURAL DRAWINGS SHALL BE REVIEWED WITH THE ENGINEER.
- DO NOT BACKFILL WALLS UNTIL FLOORS BRACING TOP AND BOTTOM ARE IN PLACE.

REINFORCED CONCRETE:

- MINIMUM CONCRETE COVER ON REINFORCEMENT SHALL BE AS FOLLOWS:
 - CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH - 3"
 - EXPOSED TO EARTH OR WEATHER - 1 1/2" AT #5 BARS & SMALLER 2" AT #6 BARS AND LARGER
- DESIGN STRESSES:
 - CONCRETE @ 28 DAYS: $f_c = 4000$ PSI
 - REINFORCING STEEL:
 - ASTM A-615, GRADE 60- $f_y = 60,000$ PSI
- HORIZONTAL REINFORCING STEEL IN CONCRETE WALLS SHALL BE CONTINUOUS AROUND CORNERS.
- REINFORCING STEEL IN CONCRETE SLABS ON GRADE SHALL BE CONTINUOUS THROUGH CONSTRUCTION JOINTS.
- ALL REINFORCING STEEL SHALL BE LAPPED IN ACCORDANCE WITH ACI STANDARD 318-85.
- THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATION OF OPENINGS AND SLEEVES FOR MECHANICAL AND ELECTRICAL EQUIPMENT.
- PROVIDE CORNER BARS (SAME SIZE AND SPACING AS HORIZONTAL STEEL) ON OUTSIDE FACE OF ALL INTERSECTING WALLS. LAPPING EACH LEG 40 BAR DIAMETERS.
- REINFORCING SUPPLIER TO PROVIDE ALL ACCESSORIES, CHAIRS, SPACE BARS AND SUPPORTS NECESSARY TO SECURE STEEL IN ACCORDANCE WITH ACI CODE OF STANDARD PRACTICE.
- FURNISH AND PLACE ALL SLEEVES AND OPENINGS AS SHOWN ON THE DRAWINGS OR AS SPECIFIED AND VERIFY SIZE, LOCATION AND NUMBER OF ALL OTHER OPENINGS REQUIRED WITH ALL OTHER CONTRACTORS AND SUBCONTRACTORS.
- CONCRETE AGGREGATES SHALL CONFORM TO ASTM C-33.
- COARSE AGGREGATE MATERIAL SHALL BE STRONG, CLEAN CRUSHED GRANITE OR LIMESTONE GRAVEL NOT EXCEEDING 1 1/2" FOR FOOTINGS AND 3/4" FOR OTHER CONCRETE.
- MIX CONCRETE IN ACCORDANCE WITH ACI 304.
- SELECT AGGREGATE PROPORTIONS FOR CONCRETE IN ACCORDANCE WITH ACI 304.
- PREPARE MIX DESIGN BY A QUALIFIED TESTING INDEPENDENT MATERIALS TESTING LABORATORY FOR EACH TYPE OF CONCRETE USED ON THIS PROJECT.
- EXTENDED CONCRETE EXPOSED TO WEATHER SHALL BE AIR ENTRAINED TO 5% ± 1%.
- READY MIXED CONCRETE SHALL BE MIXED AND DELIVERED TO THE JOB SITE BY MEANS AND STANDARDS SET FORTH IN ASTM C-64.
- DURING ALL SLABS SHALL BE MOST CURED FOR 7 DAYS.
- PLACE CONCRETE IN ACCORDANCE WITH ACI 304.
- ENSURE REINFORCEMENT, INSERTS, EMBEDDED PARTS ETC. ARE NOT DISTURBED DURING CONCRETE PLACEMENT.
- THREE CONCRETE TEST CYLINDERS SHALL BE TAKEN FOR EVERY 50 CU YDS OF EACH MIX DESIGN. THESE CYLINDERS ARE TO BE CAST AND BROKEN BY AN INDEPENDENT TESTING COMPANY AS ACCEPTABLE TO THE OWNER.
- ONE SLUMP TEST SHALL BE TAKEN BY AN INDEPENDENT TESTING COMPANY FOR EACH SET OF CYLINDERS CAST.

MASONRY NOTES:

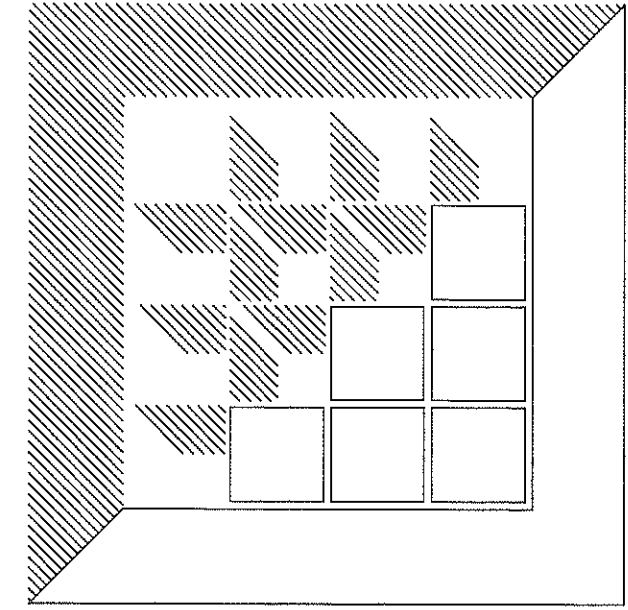
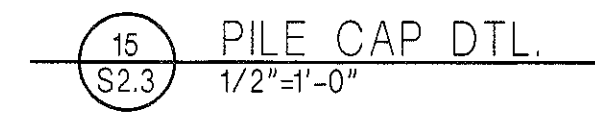
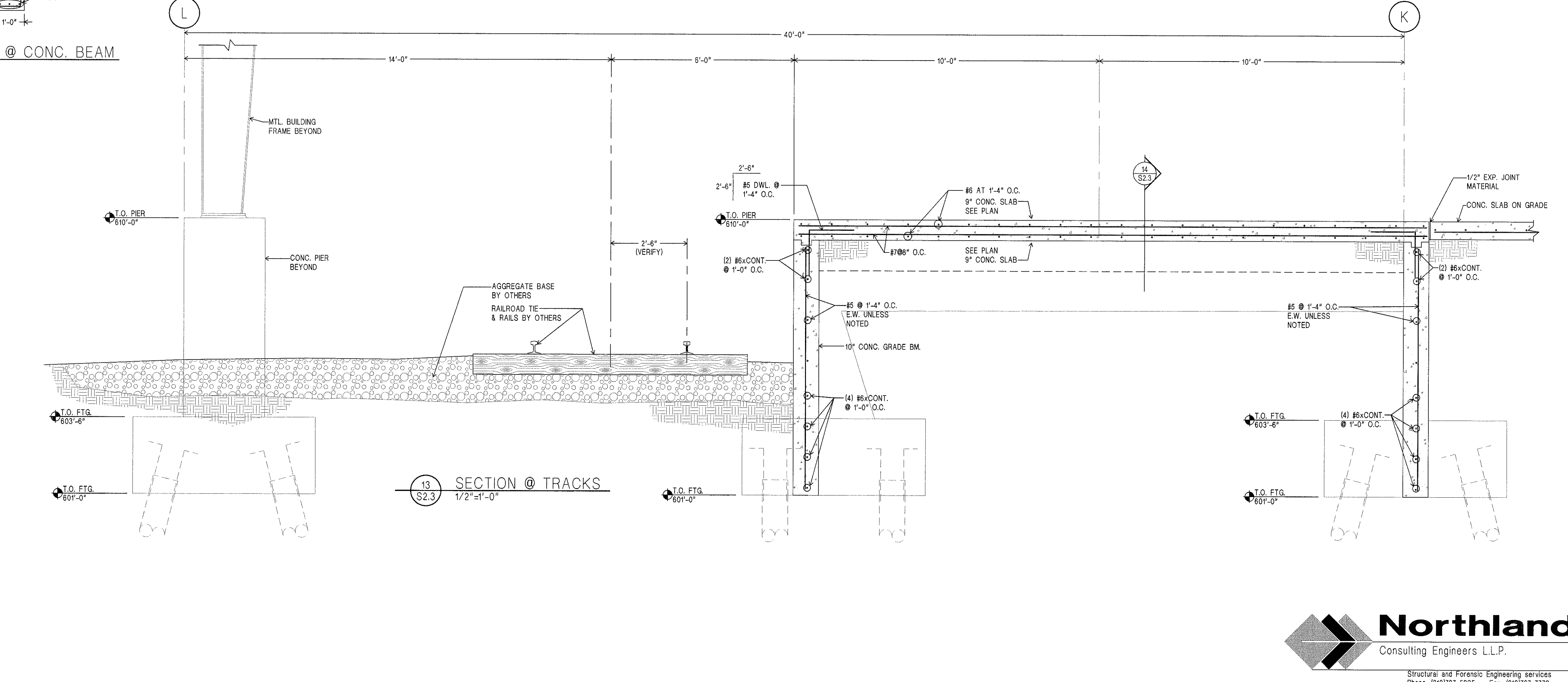
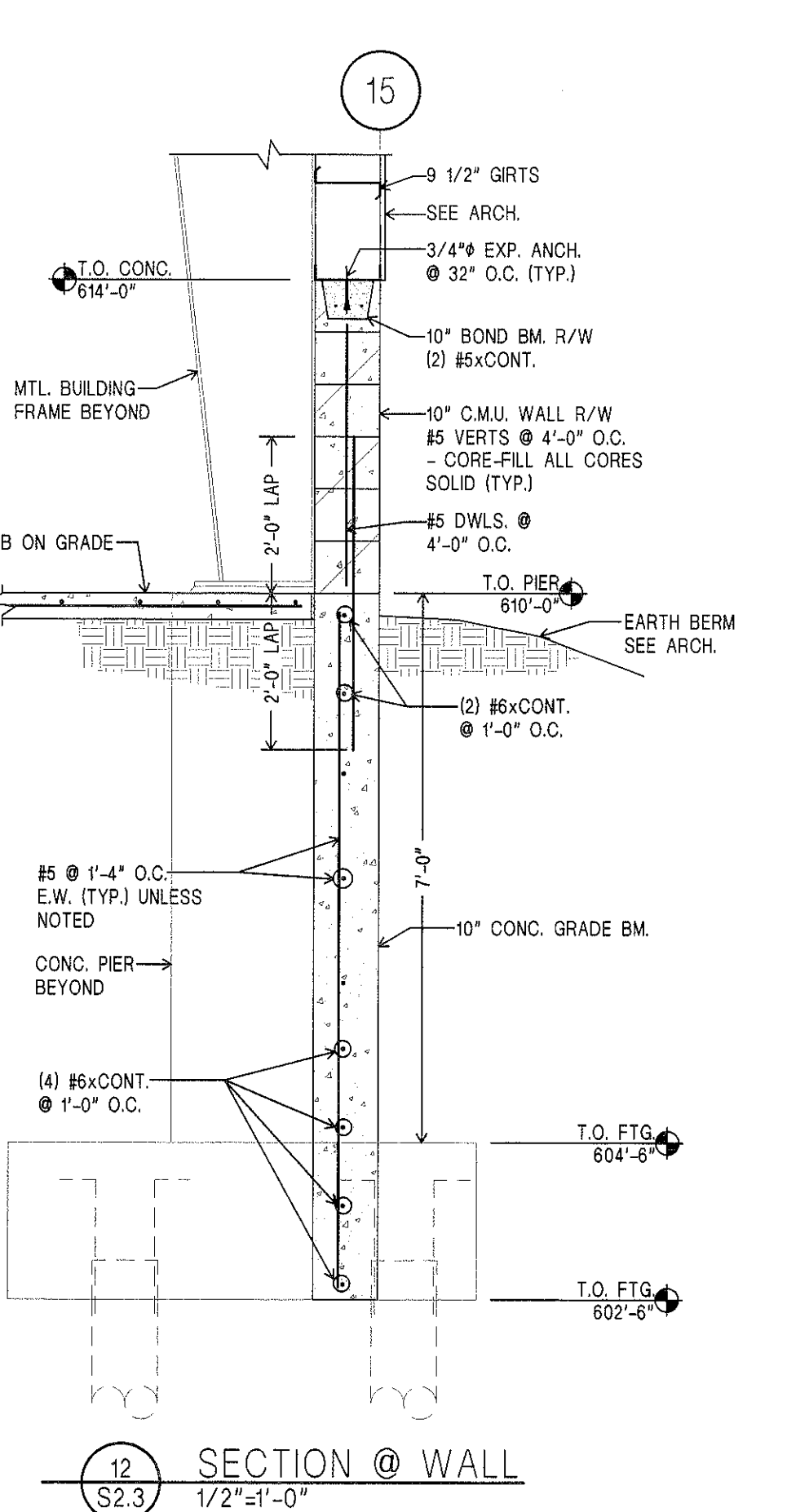
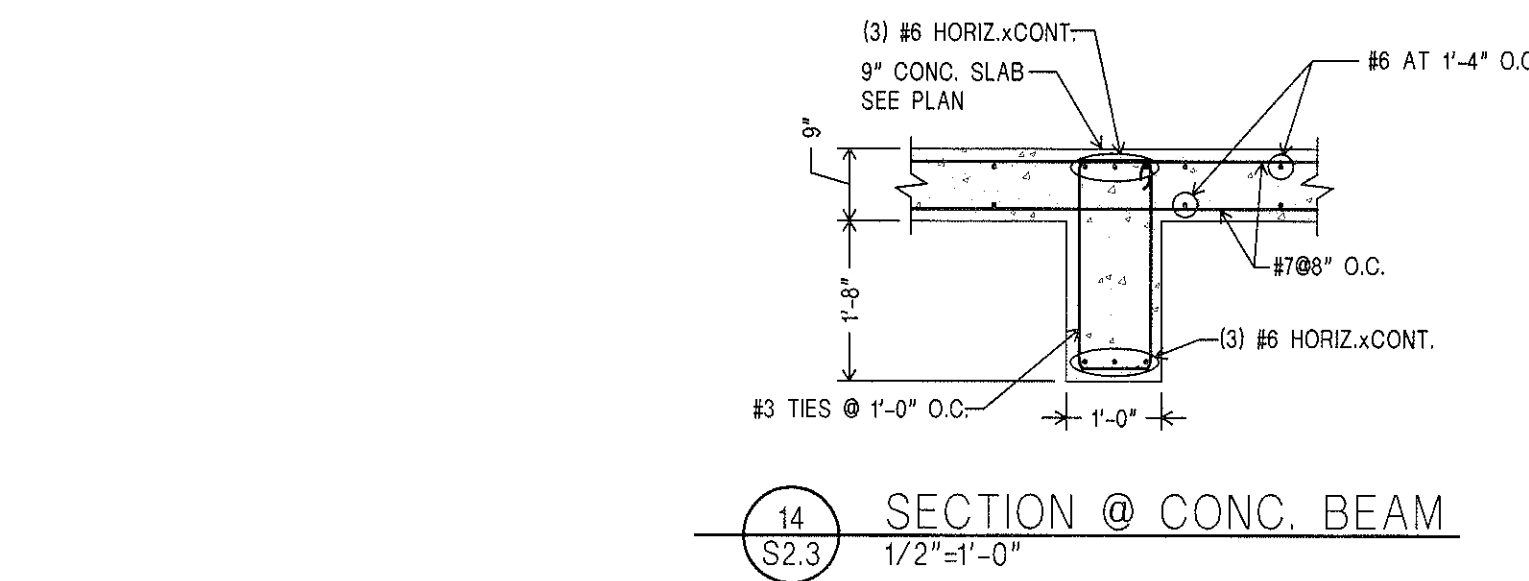
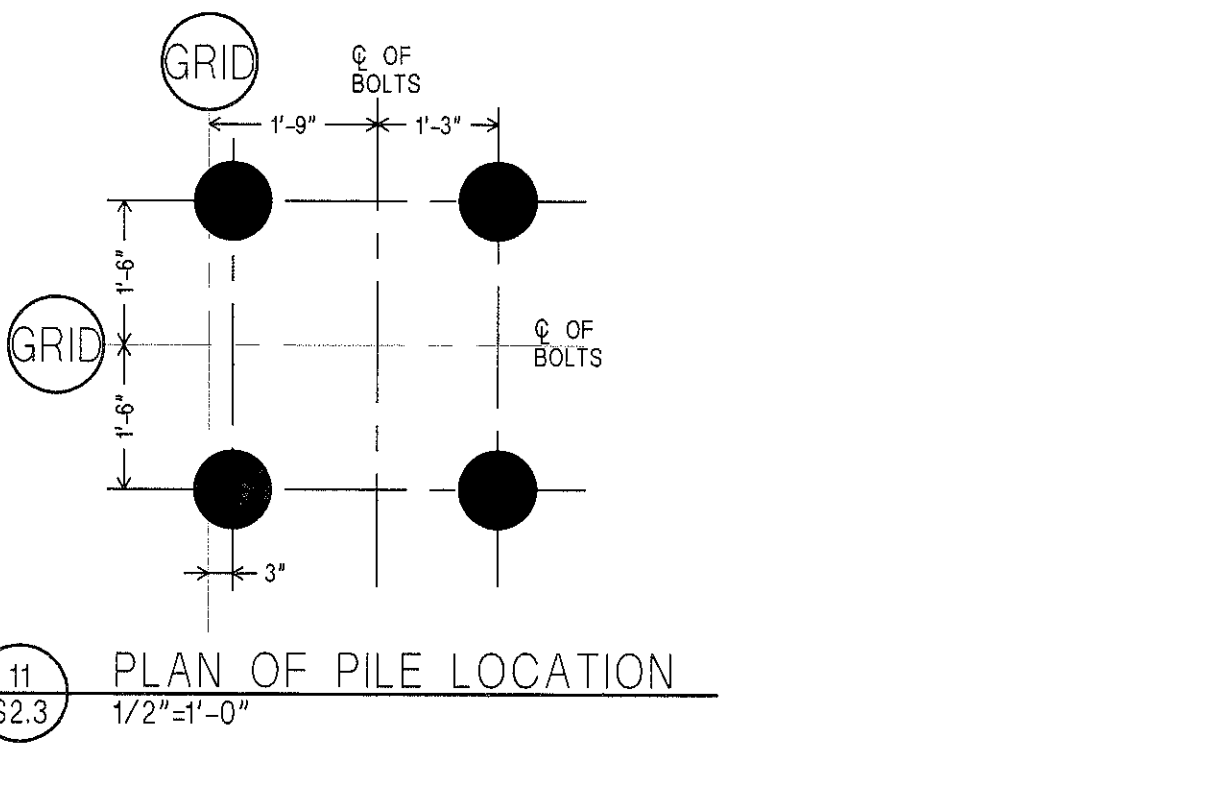
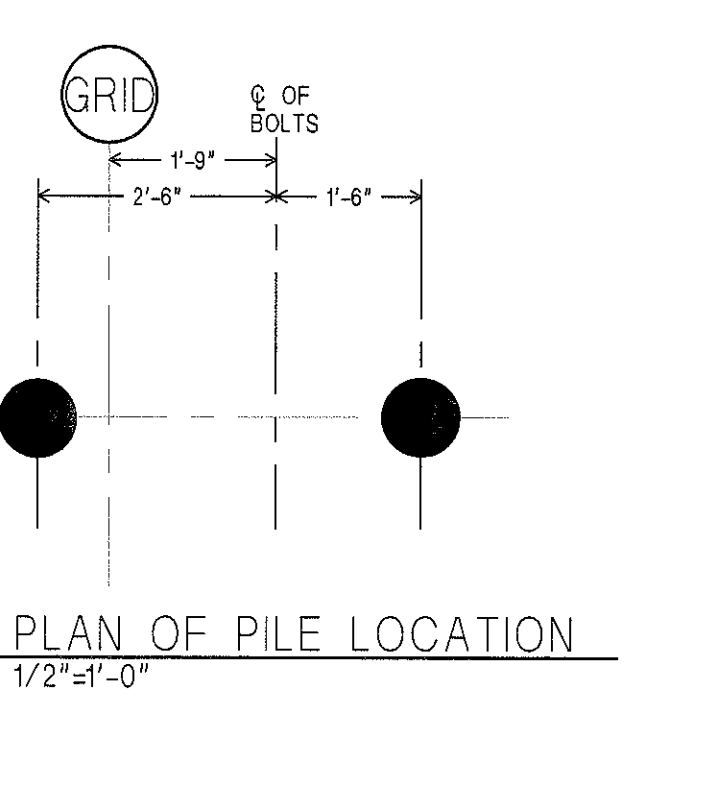
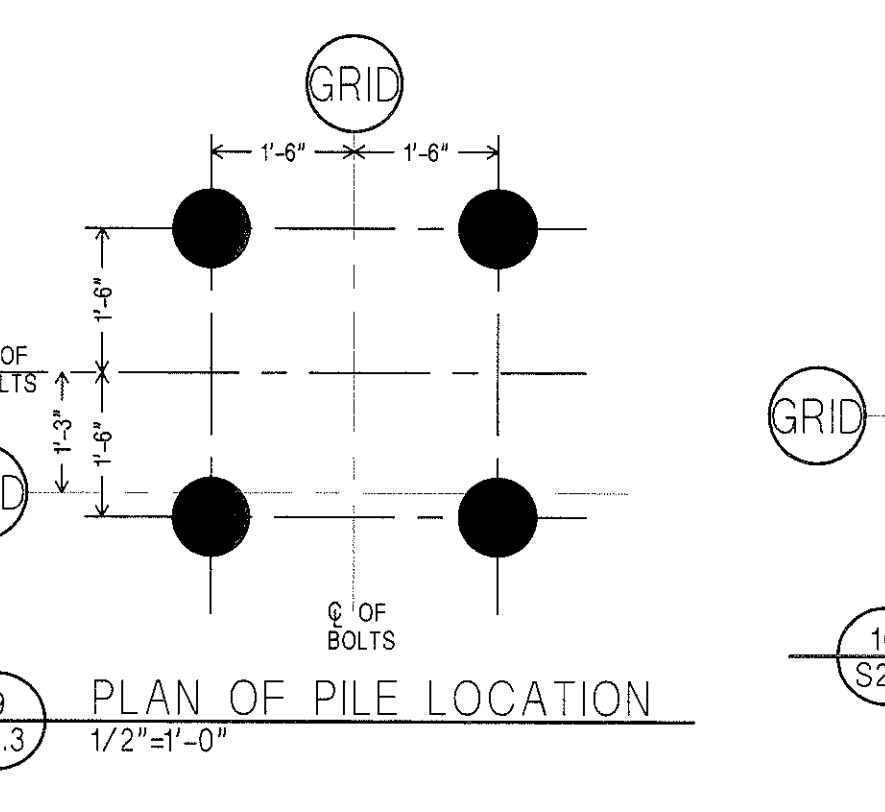
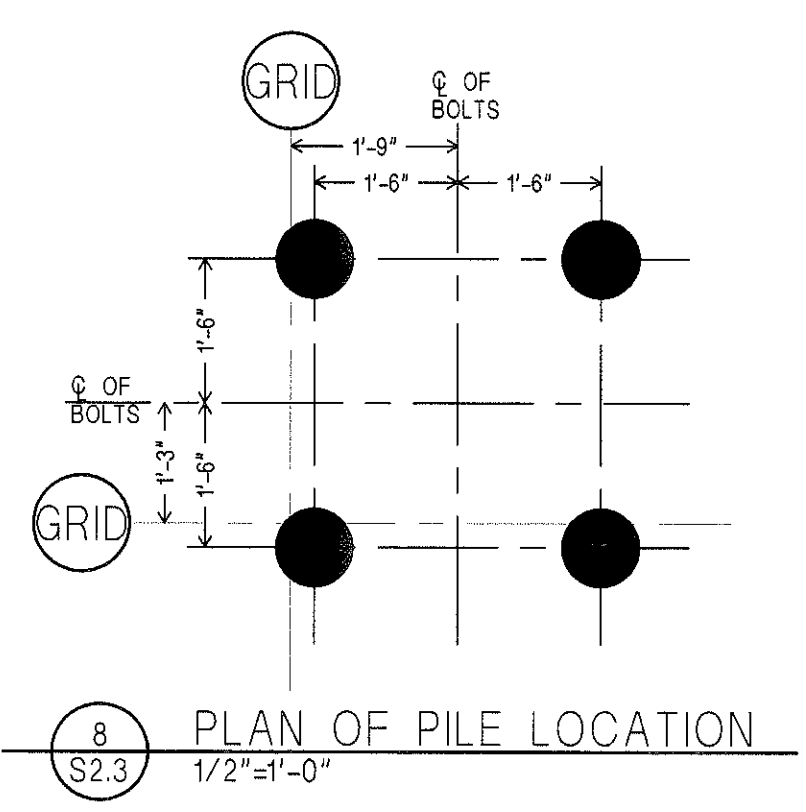
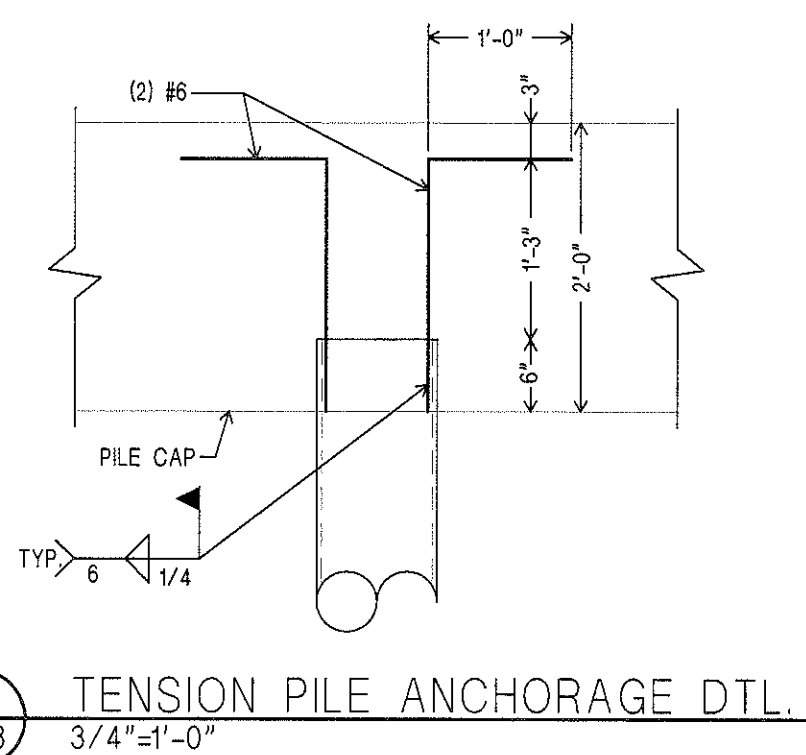
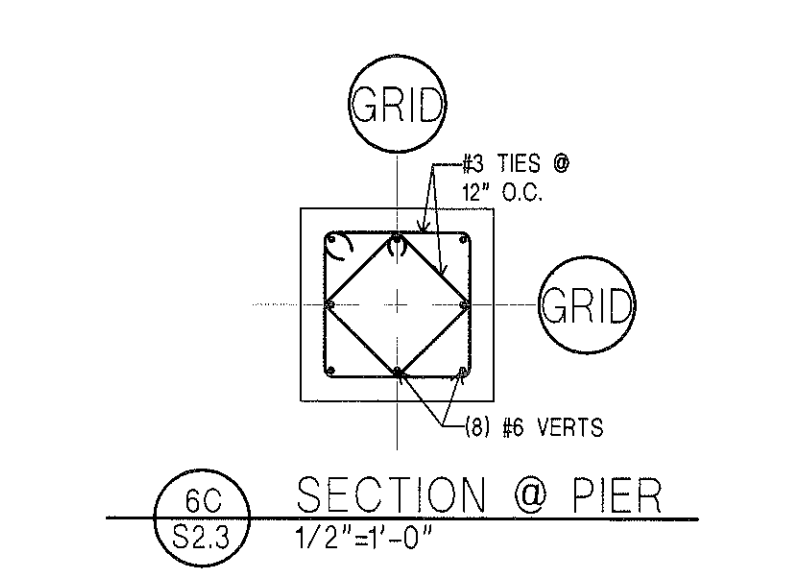
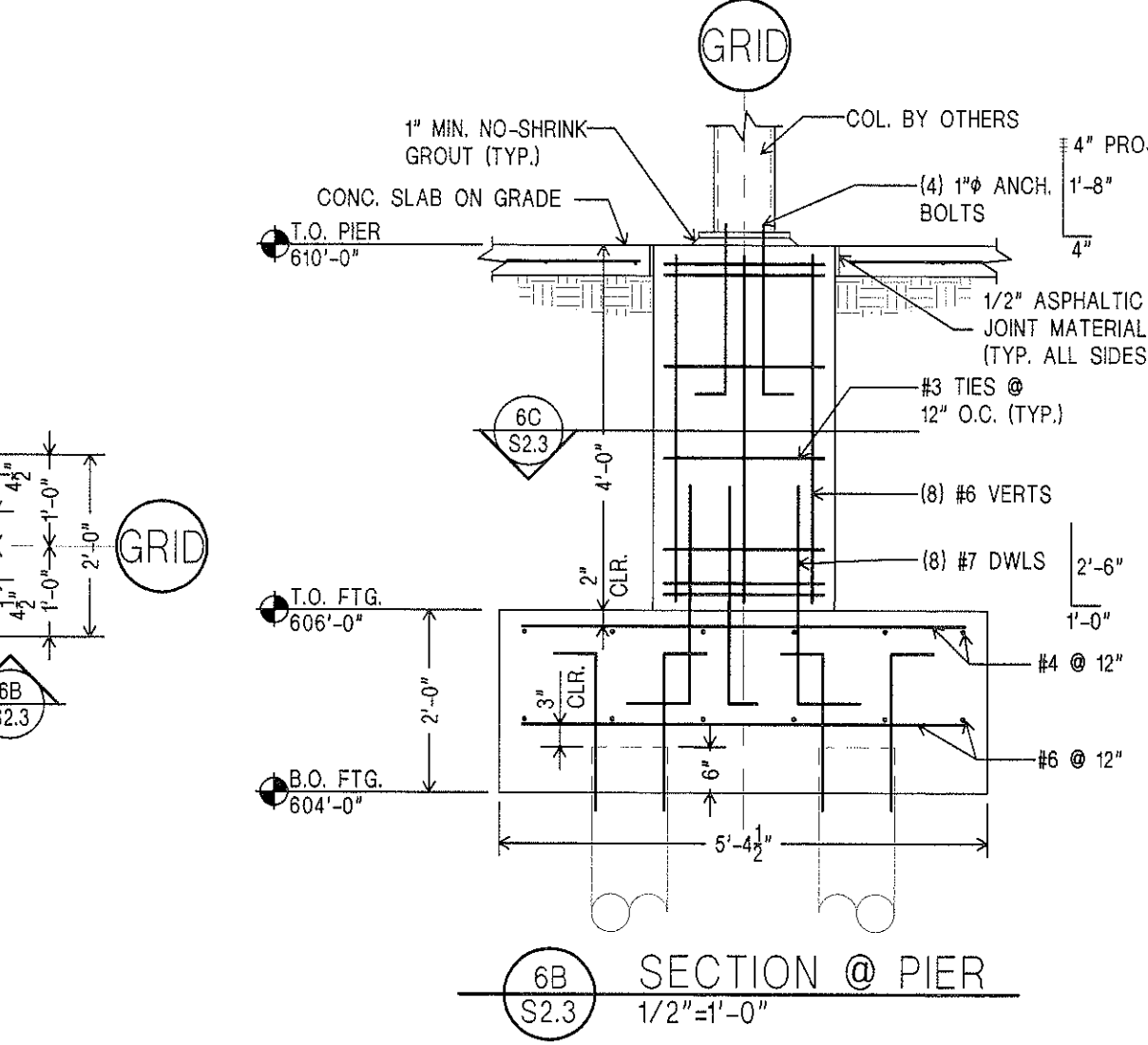
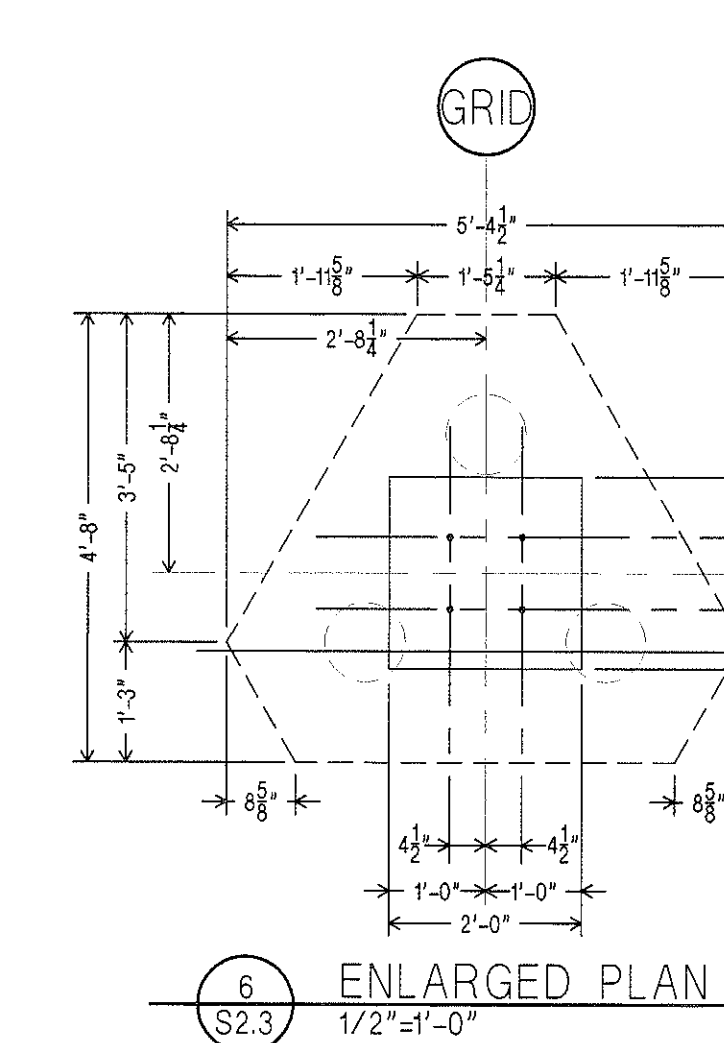
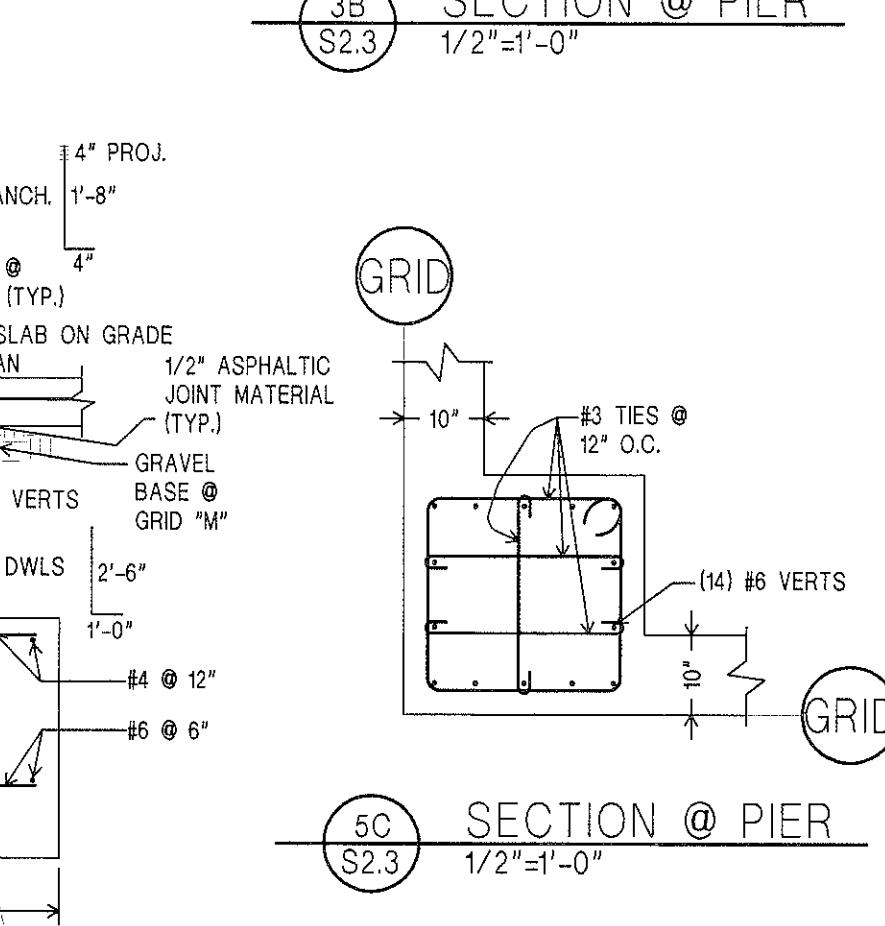
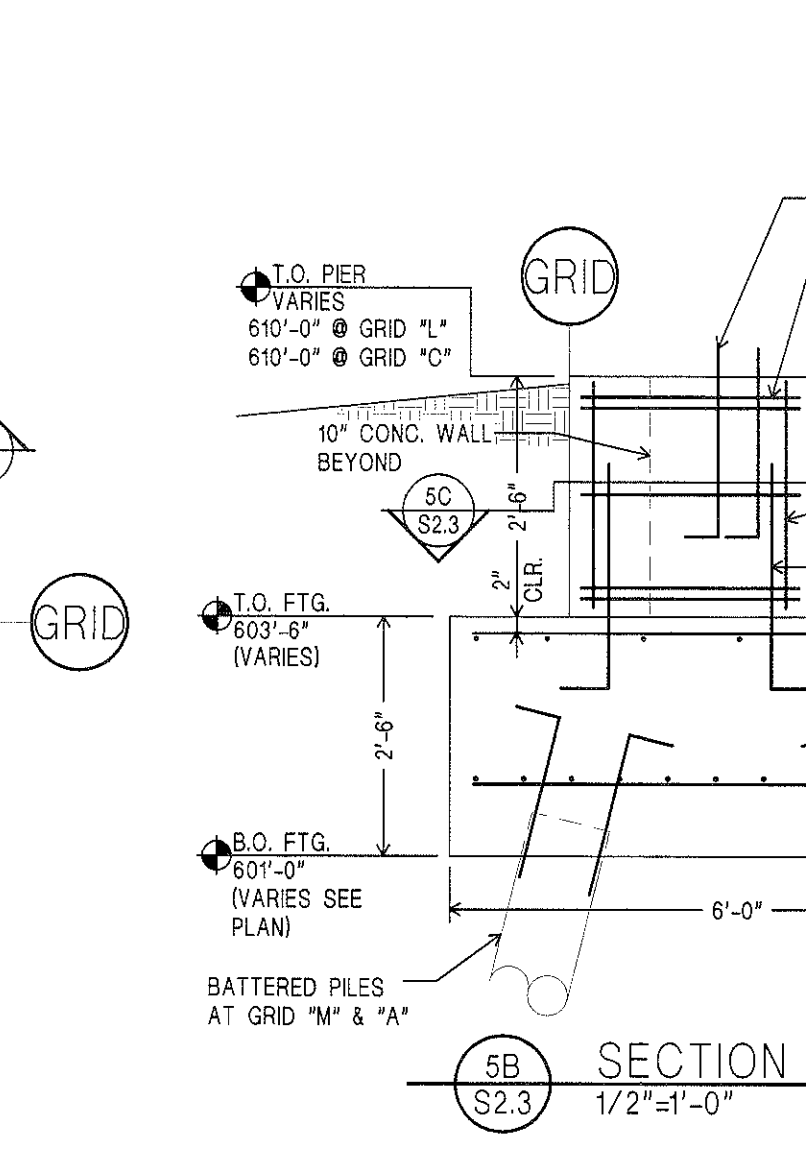
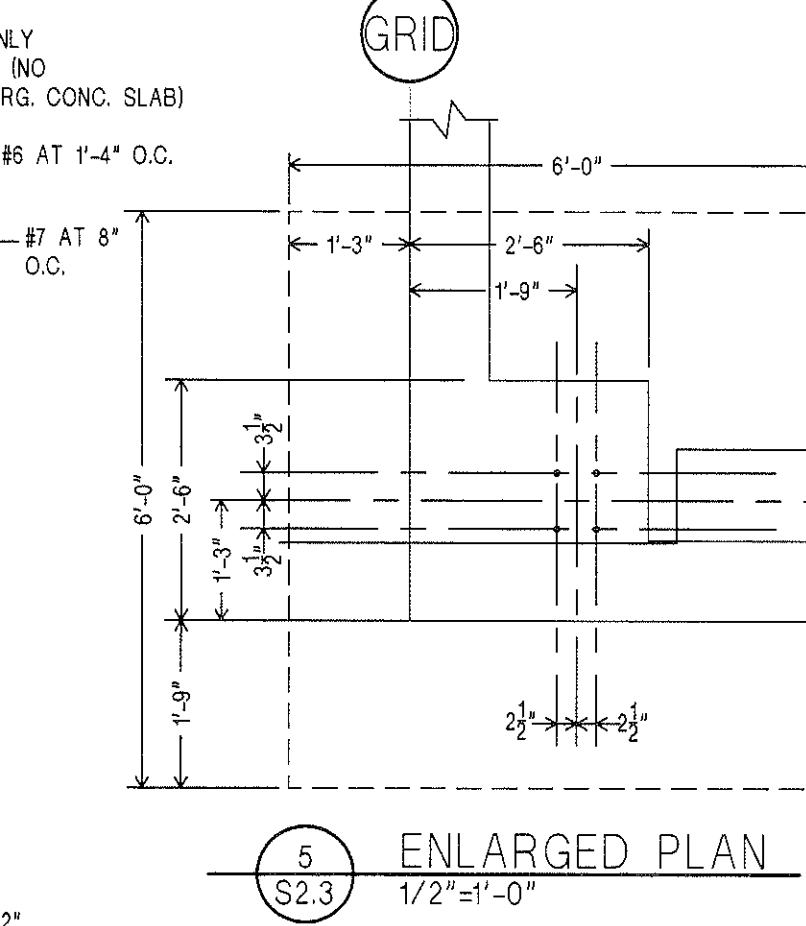
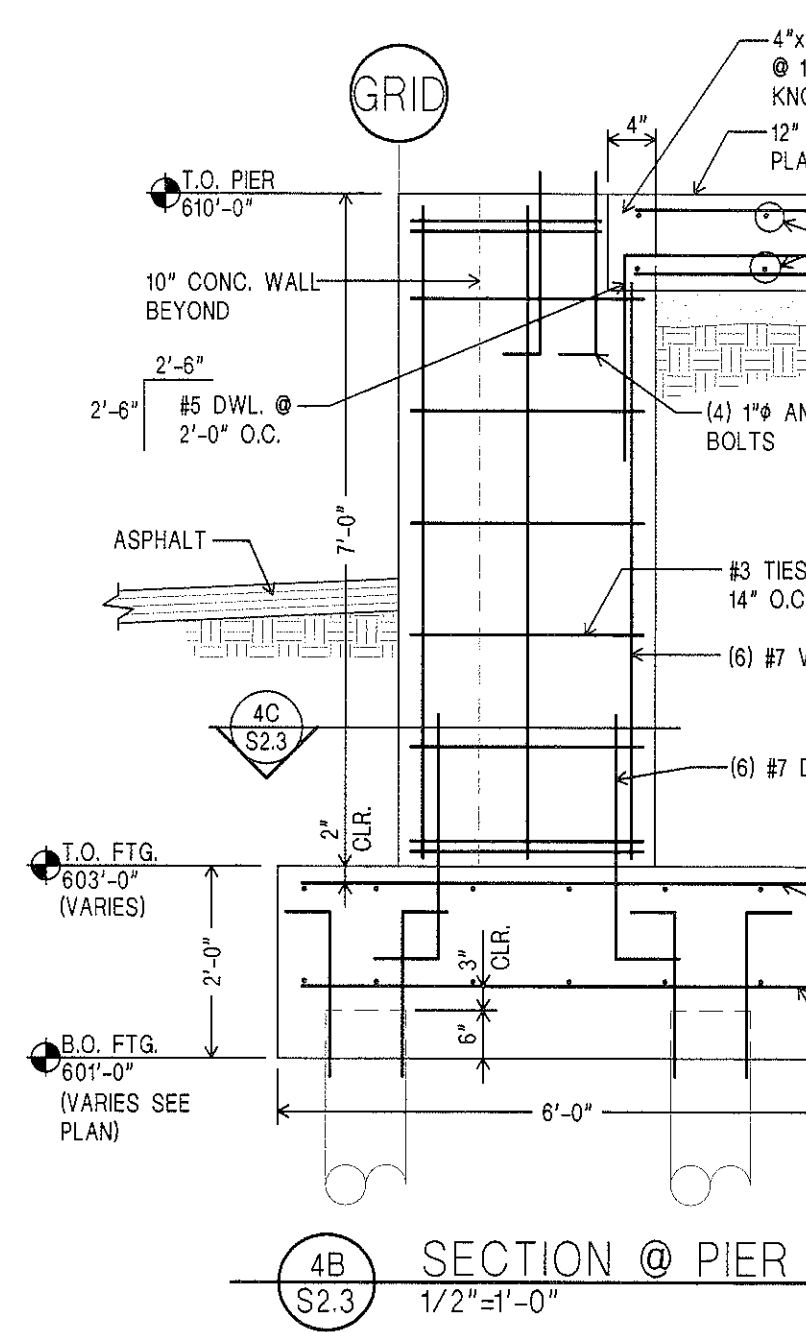
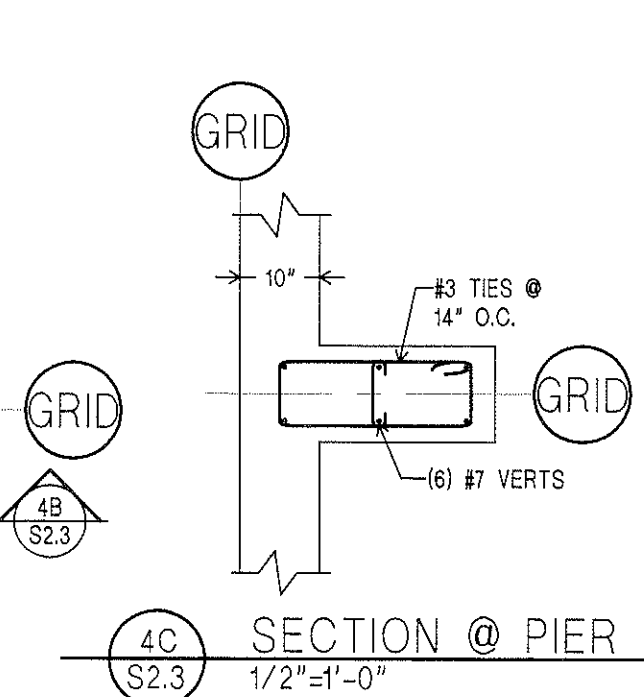
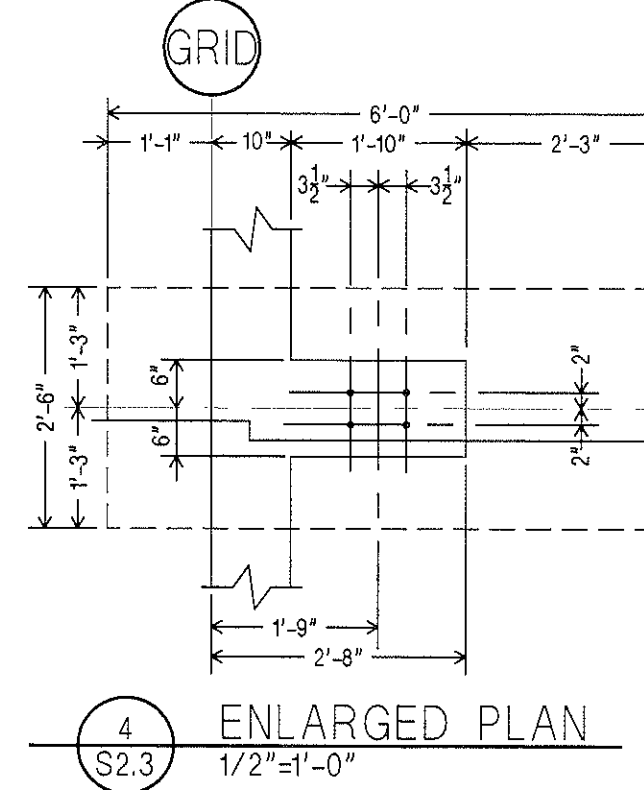
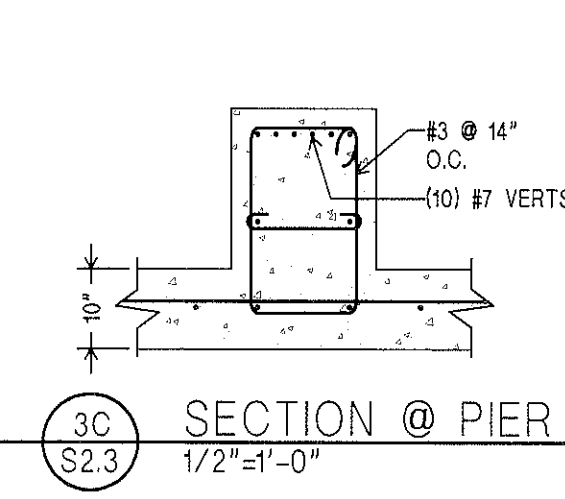
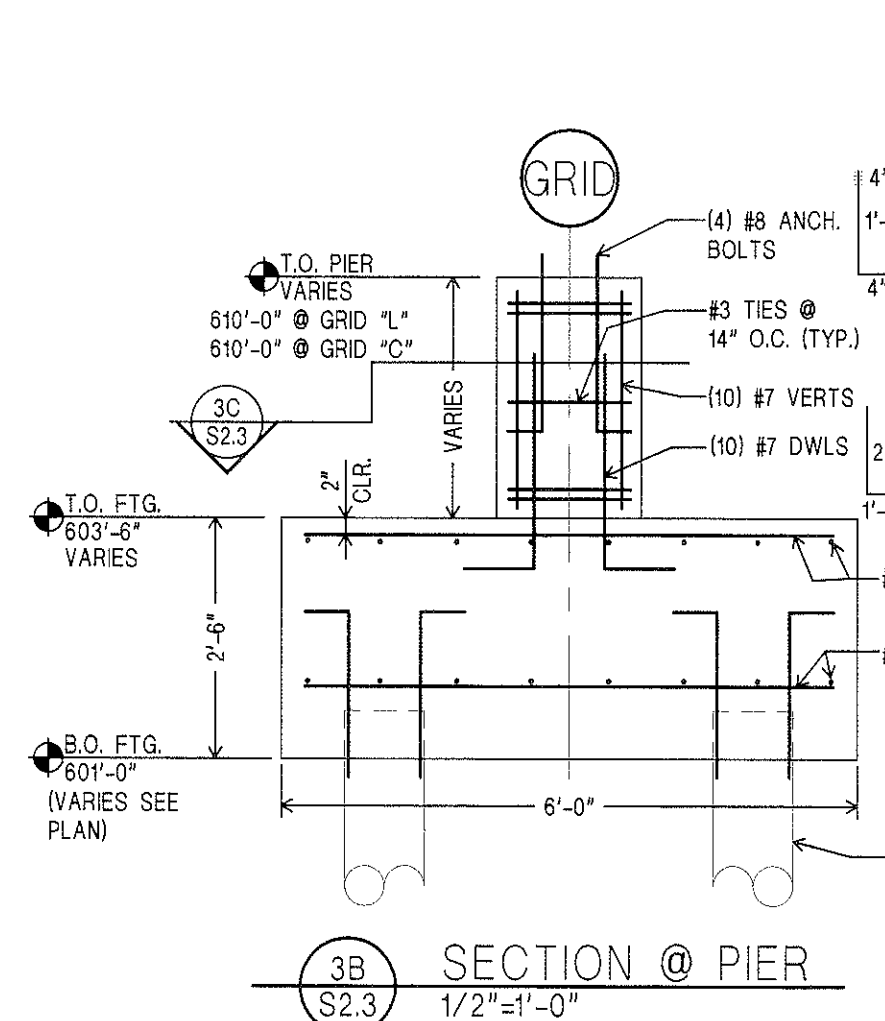
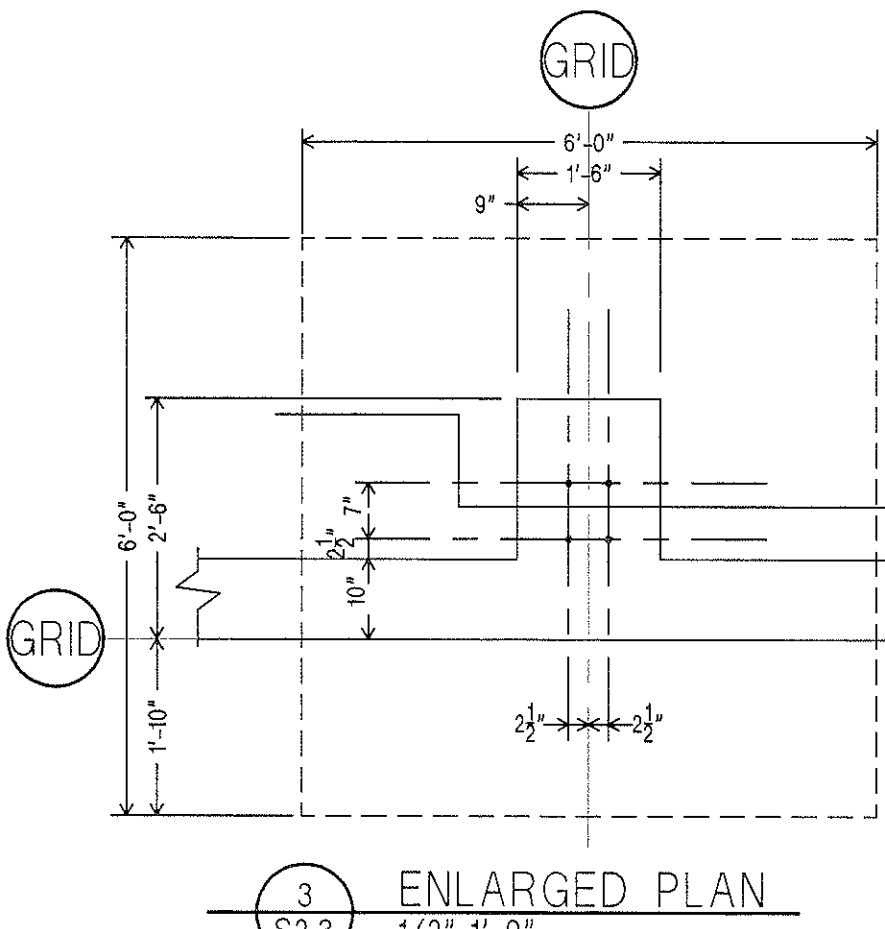
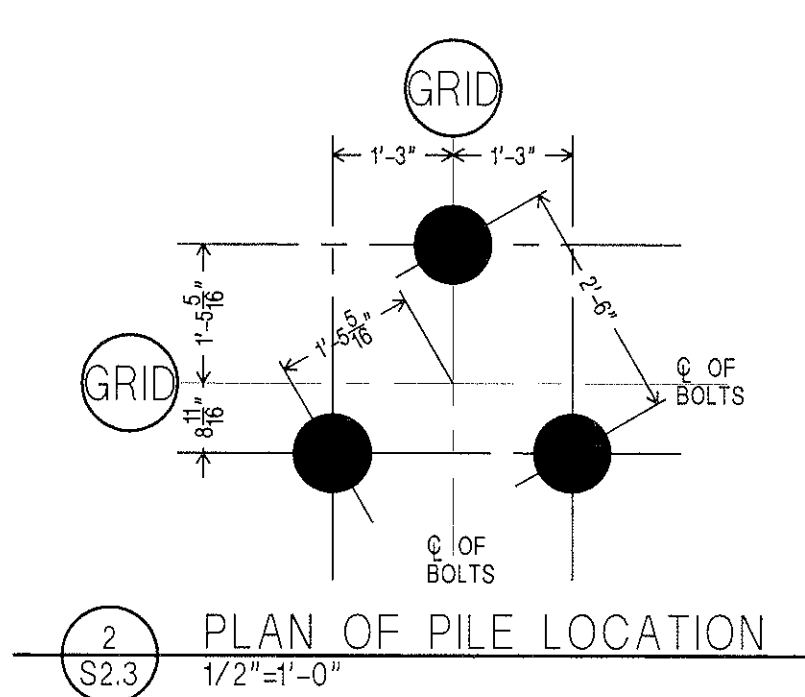
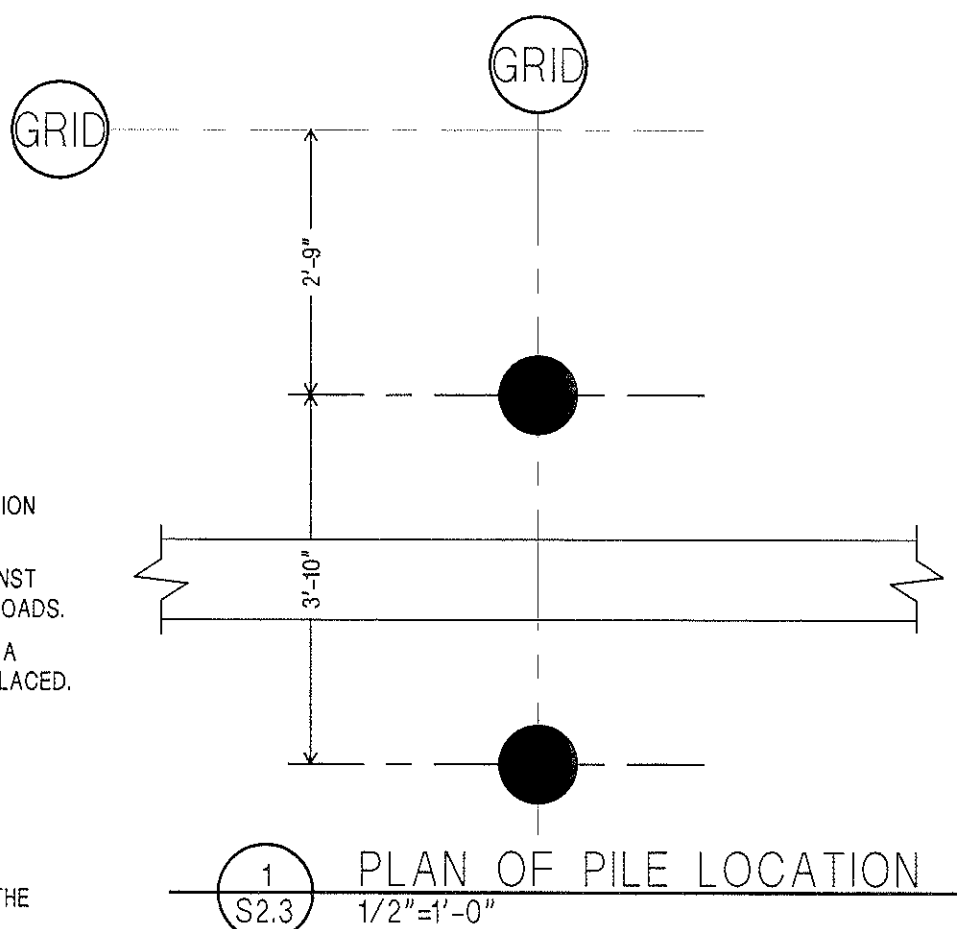
- CONCRETE FOR CORE-FILL AT VERTICAL REINFORCING, BOND BEAMS AND BELOW GRADE MASONRY SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 3/8" AND A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
- PROVIDE 9 ga. GALVANIZED LADDER TYPE HORIZONTAL REINFORCING AT EVERY OTHER BLOCK COURSE OR AS SHOWN ON THE DRAWING IN ALL MASONRY WALLS.
- VERTICAL REINFORCING SHALL BE PLACED AND GROUTED IN VERTICAL LIFTS OF 4'-0".
- HOLLOW CONCRETE MASONRY UNITS SHALL MEET ASTM C-80, GRADE N, TYPE 1 MOISTURE CONTROLLED, NORMAL WEIGHT, MINIMUM NET AVERAGE COMPRESSIVE STRENGTH = 1500 PSI.
- MORTAR SHALL CONFORM TO TYPE "S" WITH A 28 DAY COMPRESSIVE STRENGTH OF 1800 PSI (ABOVE GRADE). USE TYPE "M" 2500 PSI BELOW GRADE (TYP.)
- ALL GROUT SHALL BE CONSOLIDATED AT THE TIME OF POURING BY VIBRATING OR OTHER ACCEPTABLE METHODS.
- VERTICAL REINFORCEMENT SHALL BE IN ALIGNMENT, AS REQUIRED, AT TOP AND BOTTOM OF CORES.
- WHEN THE GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE POUR OF GROUT 1 1/2" BELOW THE TOP OF THE UPPERMOST UNIT.
- REINFORCE ALL BOND BEAMS WITH (2) #6 BOTTOM BARS, UNLESS NOTED OTHERWISE.
- PROVIDE LINTELS AT ALL OPENINGS IN THE NON-BEARING MASONRY WALL AS INDICATED IN THE SPECIFICATIONS.
- REINFORCE ALL WALLS WITH (2) #6 VERTICALS AT ALL BEAM BEARING LOCATIONS & GROUT SOLID EXTENDING AT LEAST 2'-0" INTO FOUNDATION WALL.

EXCAVATION AND SUBGRADE PREPARATION

- SITE AND SUBGRADE PREPARATION SHALL BE PERFORMED AS PER RECOMMENDATIONS OF AMERICAN ENGINEERING TESTING INC. REPORT AET 807-00379 PRIOR TO PLACEMENT OF COMPACTED ENGINEERED FILL.
- ENGINEERED FILL PLACEMENT SHALL BE OF MATERIAL SPEC. AND PLACED IN ACCORDANCE WITH AMERICAN ENGINEERING TESTING REPORT AET 807-00379.
- REFER TO SPECIFICATIONS FOR TESTING PROCEDURE.

PRE-ENGINEERED MTL. BLDG. NOTES

- PRE-ENGINEERED METAL BUILDING SUPPLIER SHALL SUBMIT DETAILED SHOP DRAWINGS INCLUDING ALL STRUCTURAL LOAD REACTIONS AND BOLT PLACEMENT FOR REVIEW PRIOR TO BLDG. FABRICATION. THESE DRAWINGS SHALL INCLUDE ALL CALCULATIONS AND SHALL BE SIGNED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MINNESOTA.



Damberg Scott
Gerzina Wagner
ARCHITECTS

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

Project Engineer

Registration 24838

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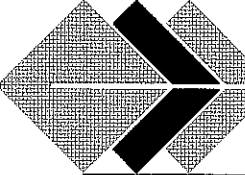
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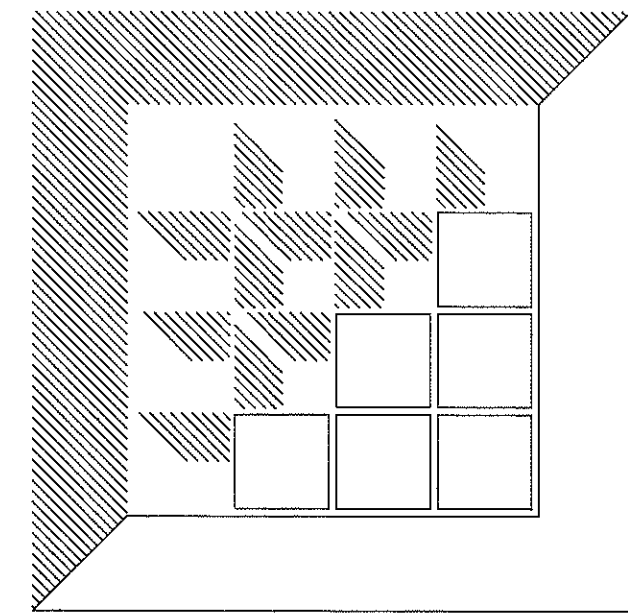
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Joe E. Ault
(Project Engineer)

Registration 24838
#

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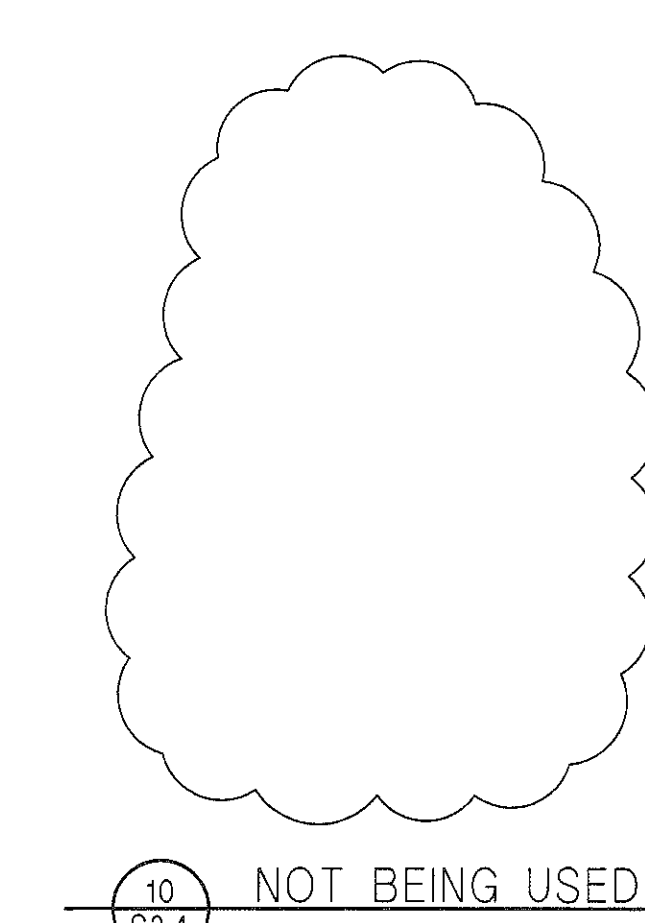
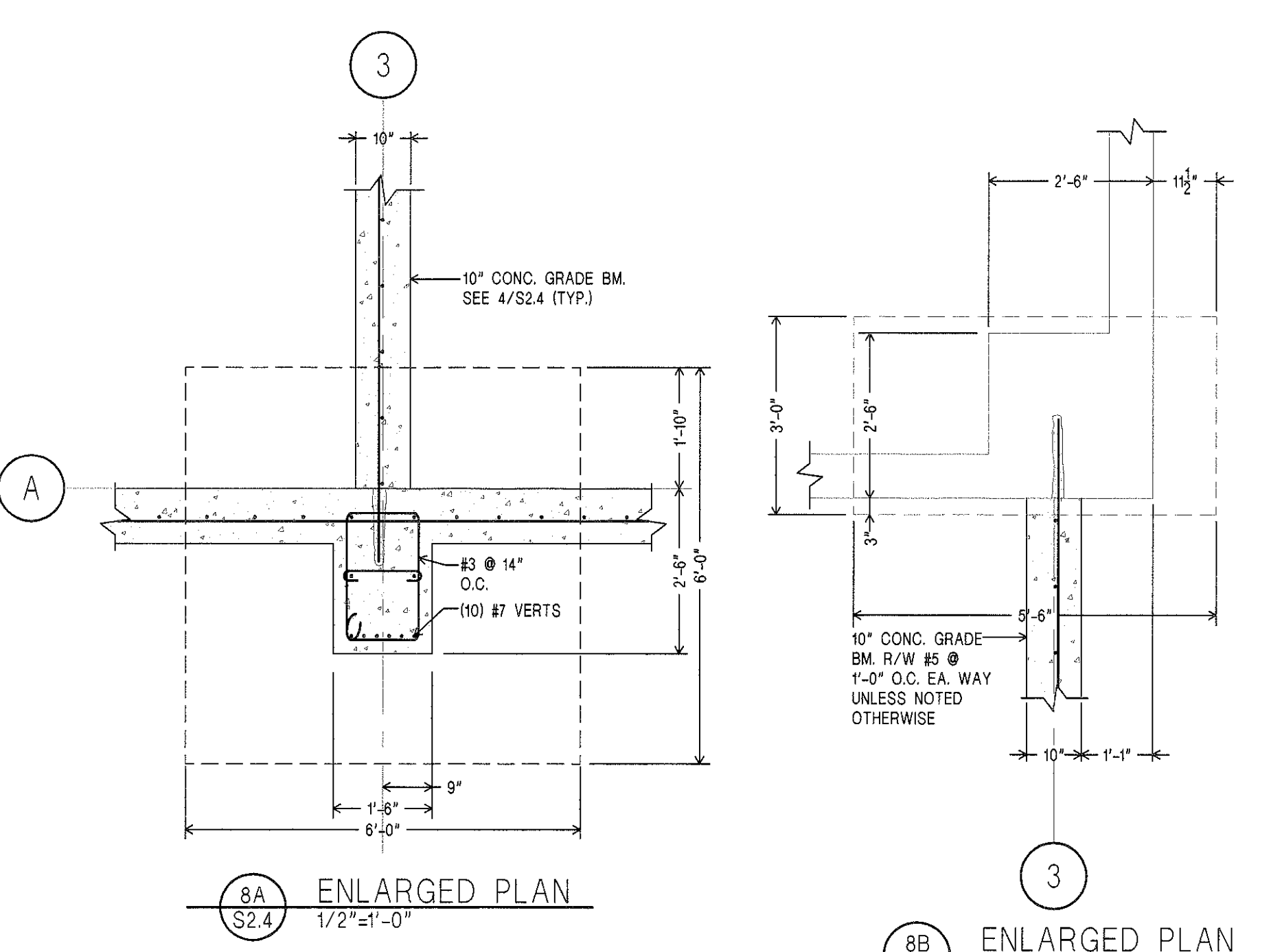
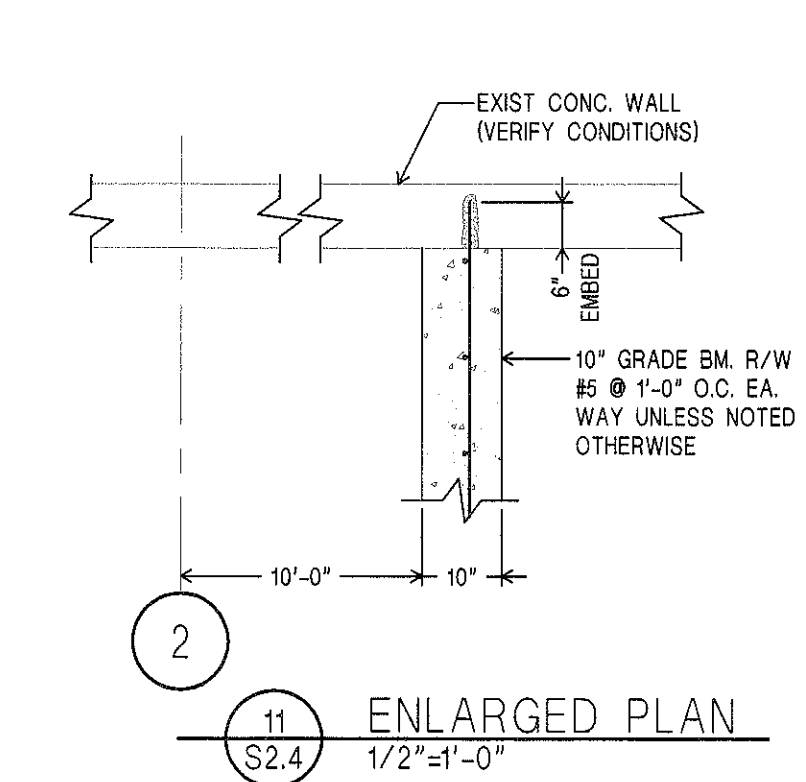
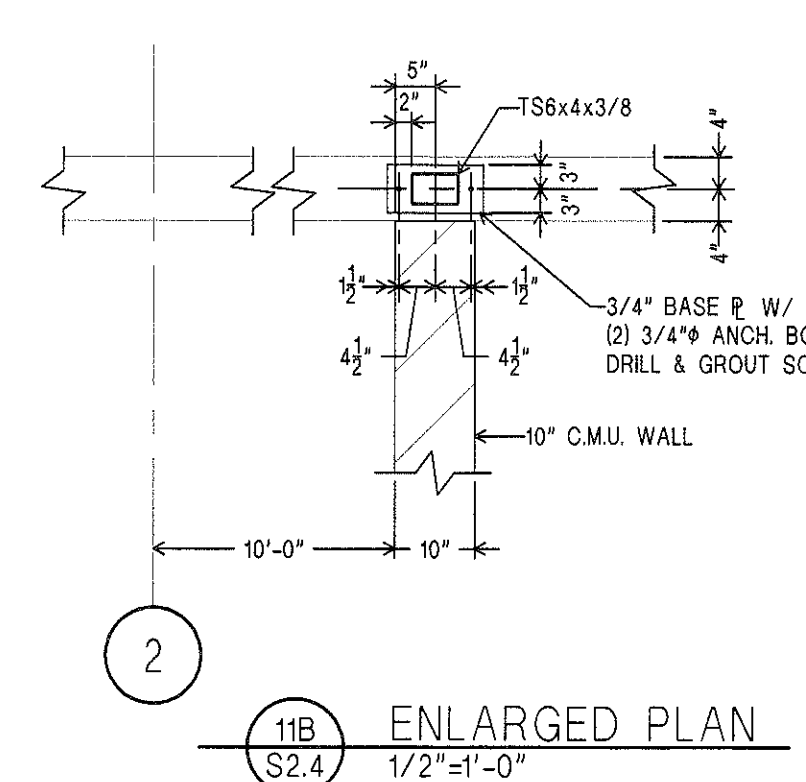
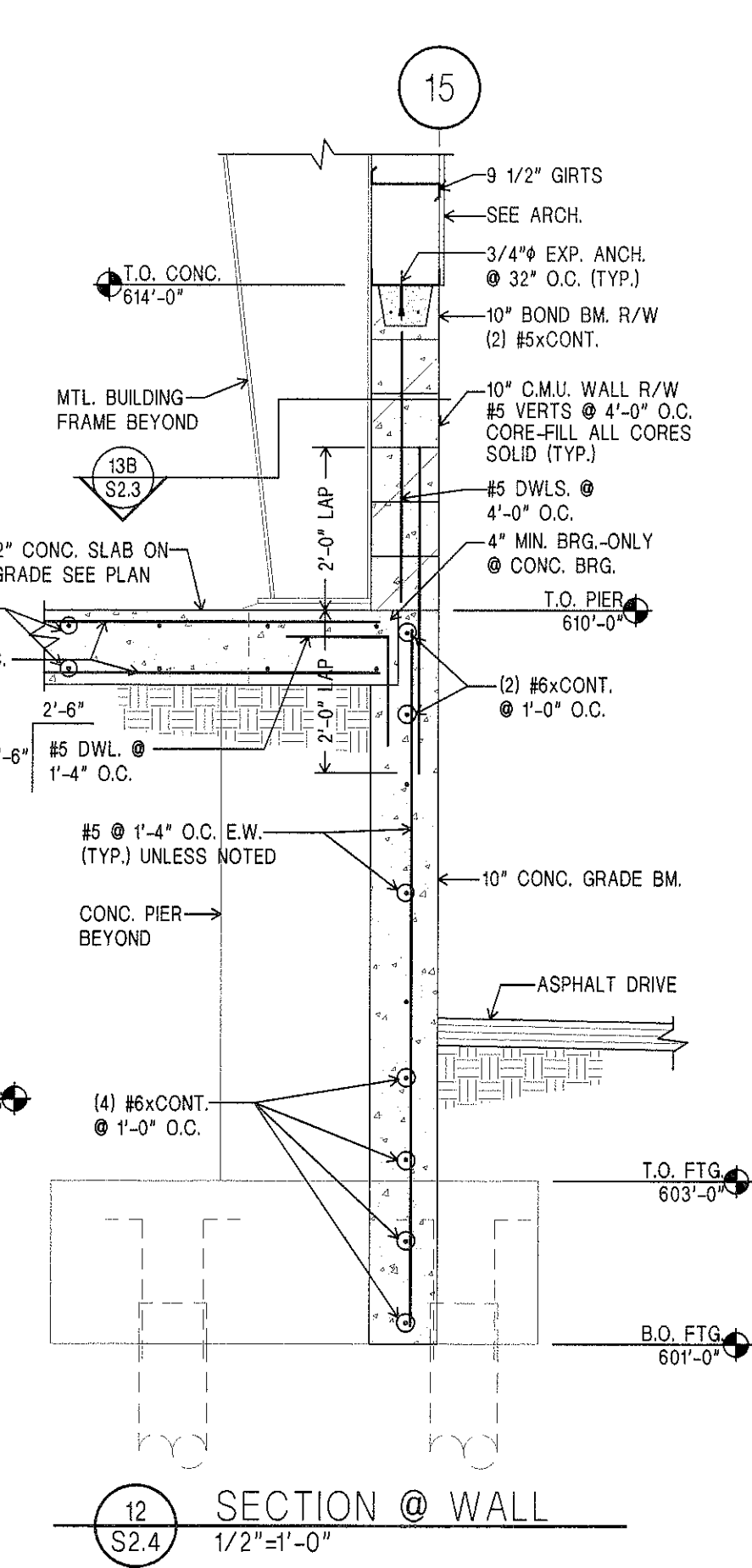
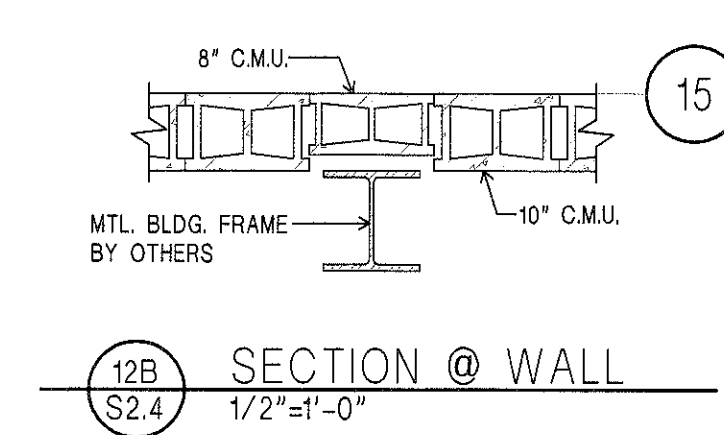
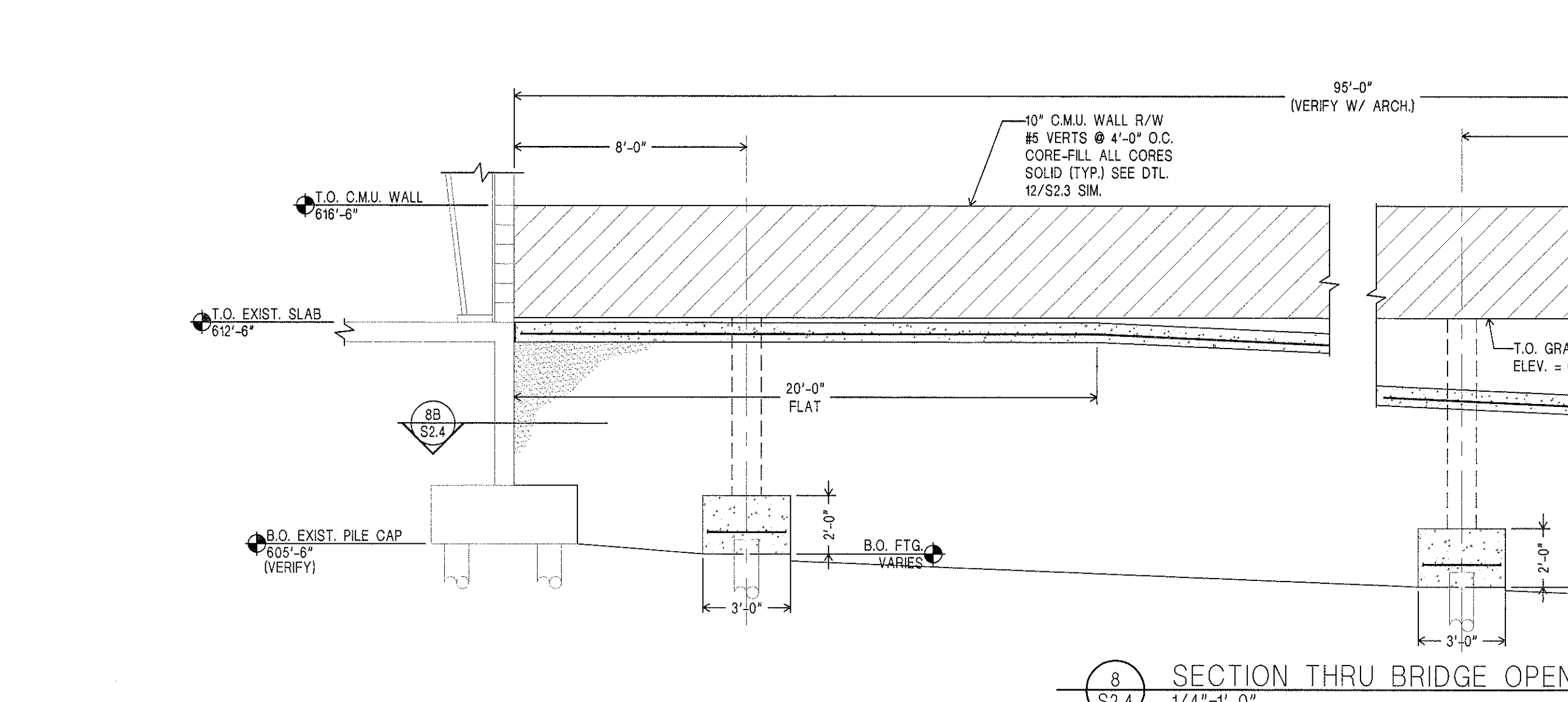
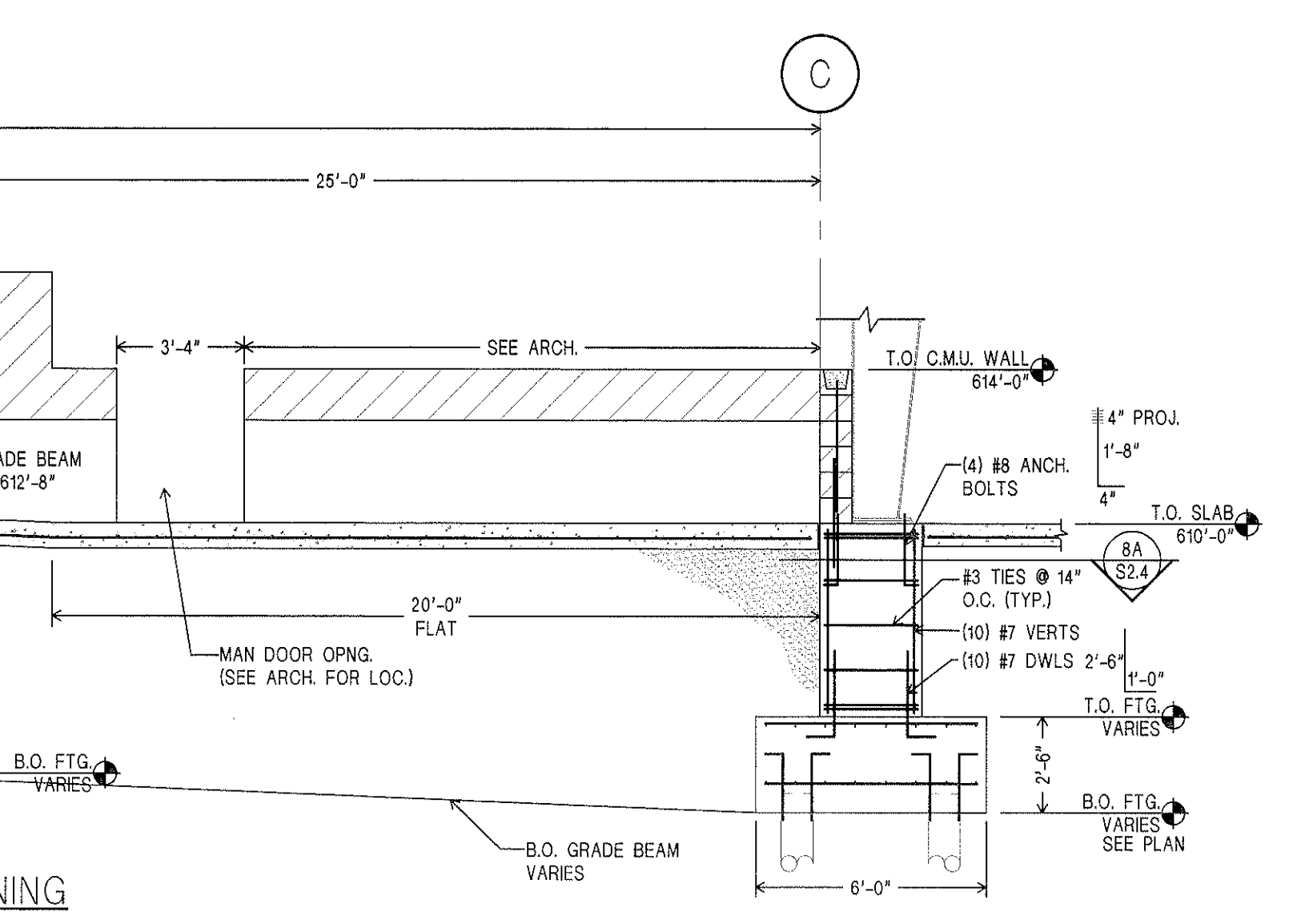
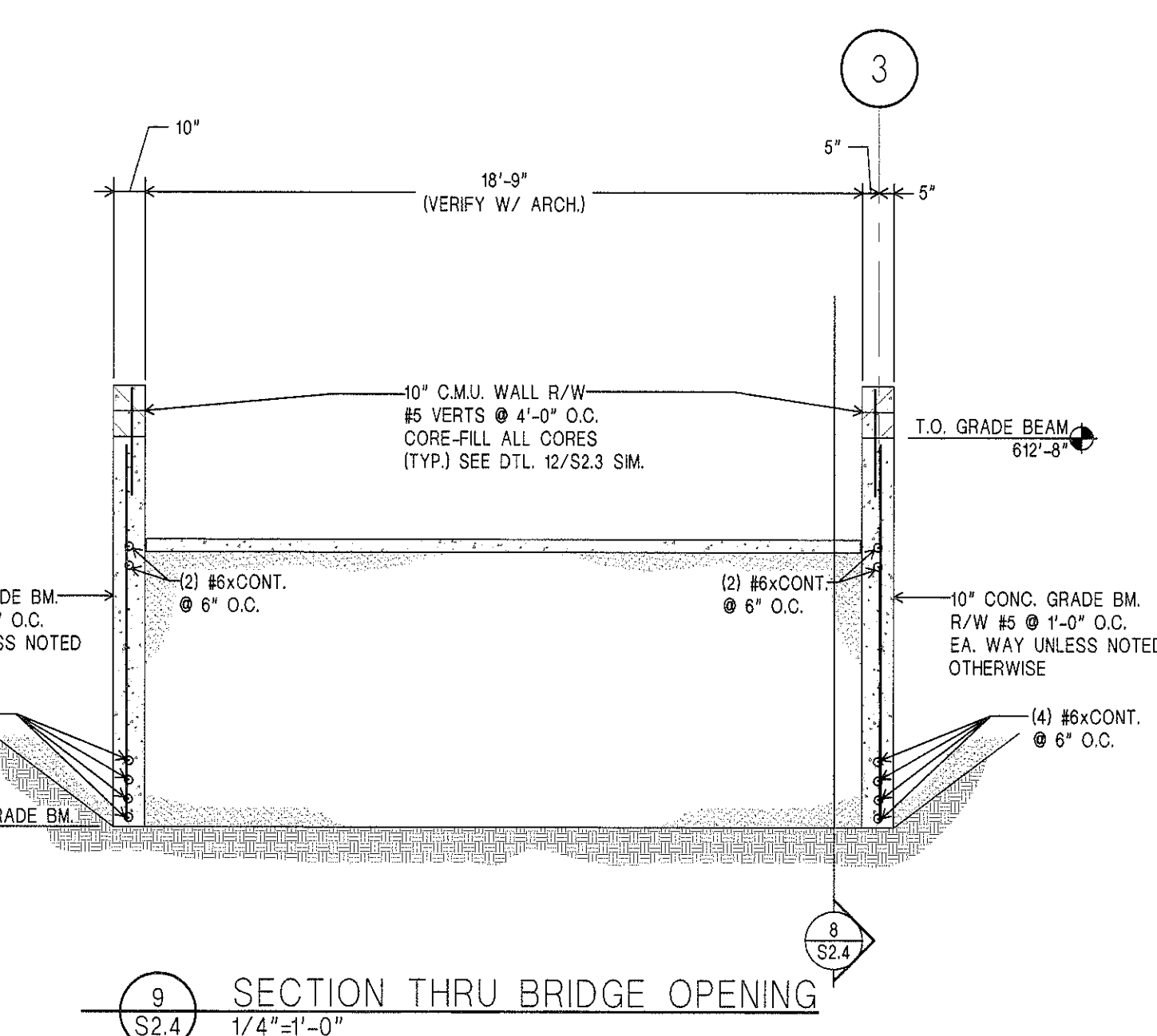
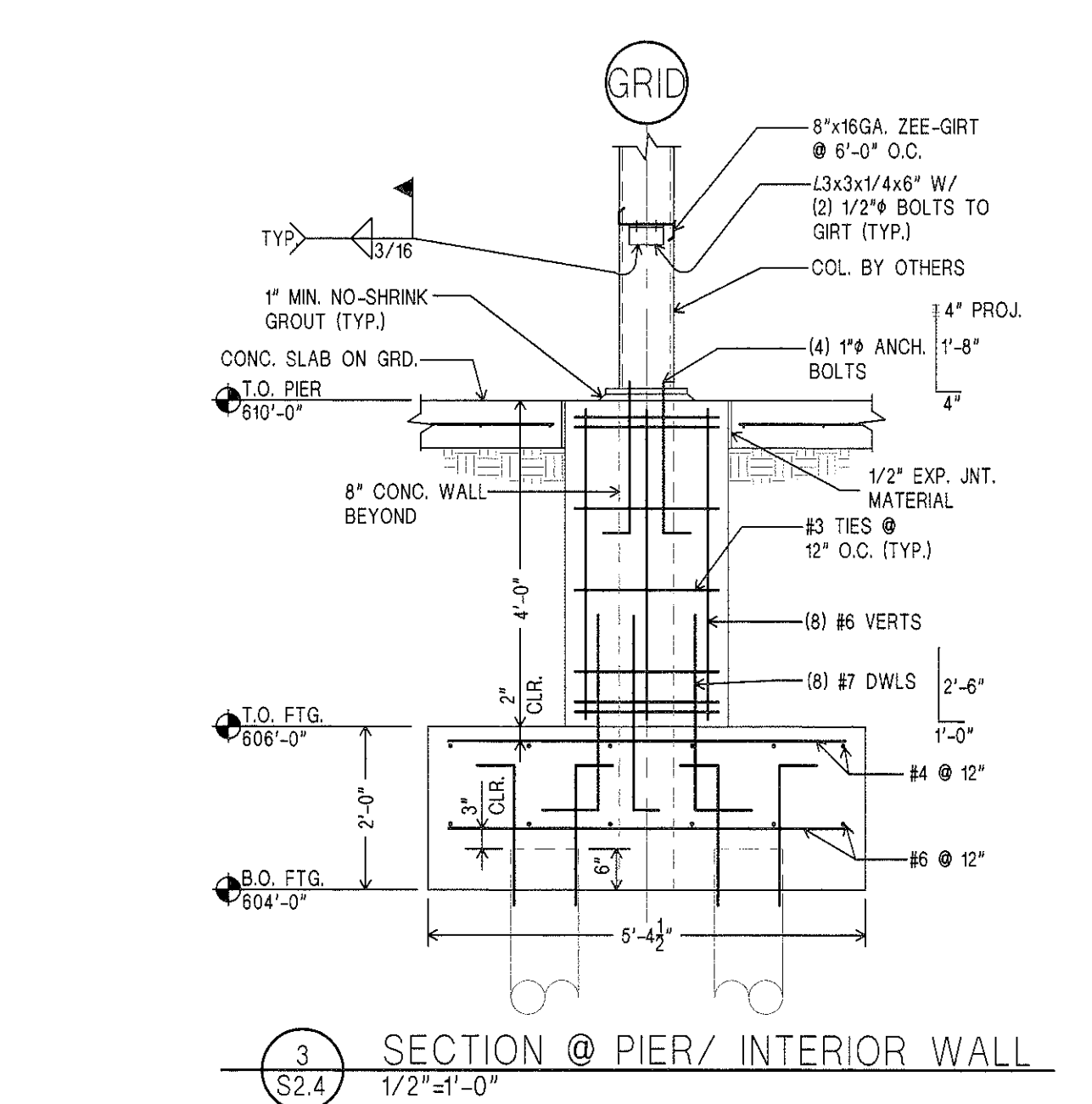
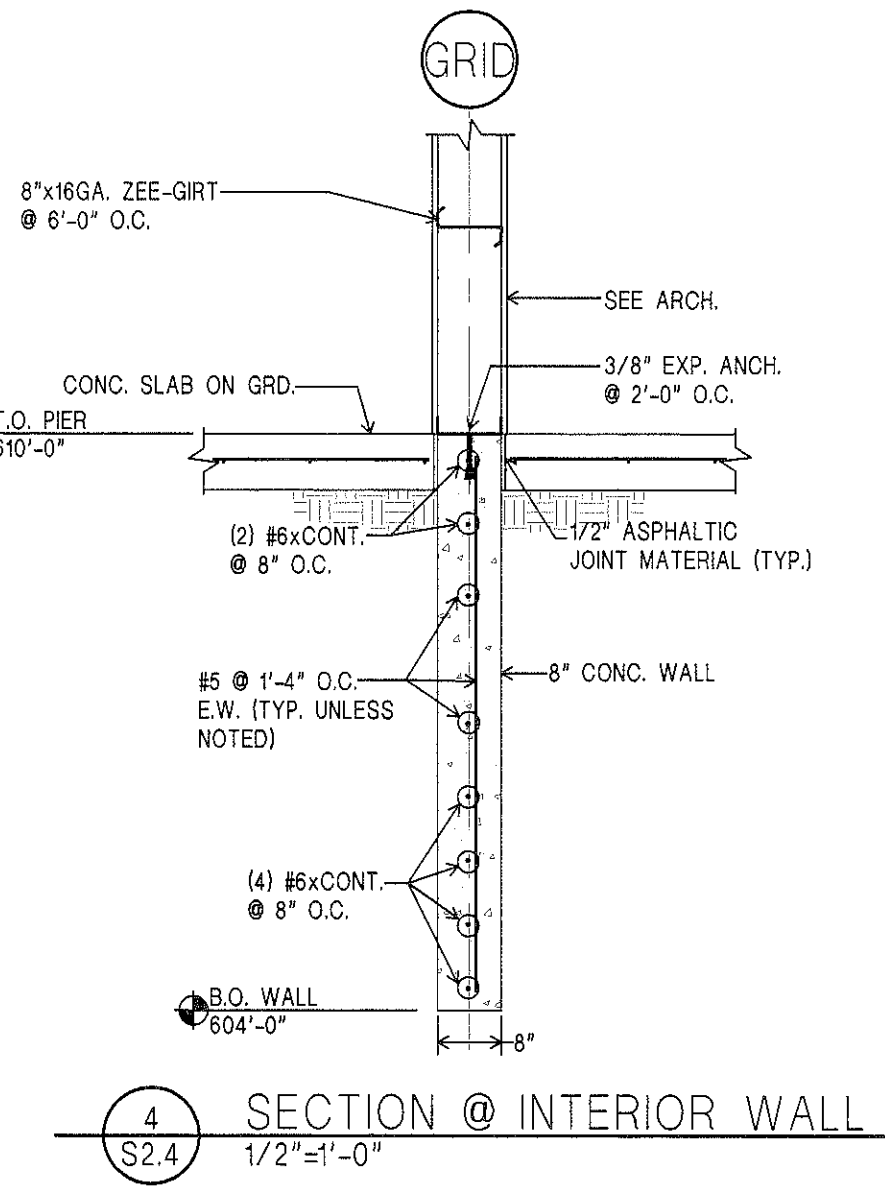
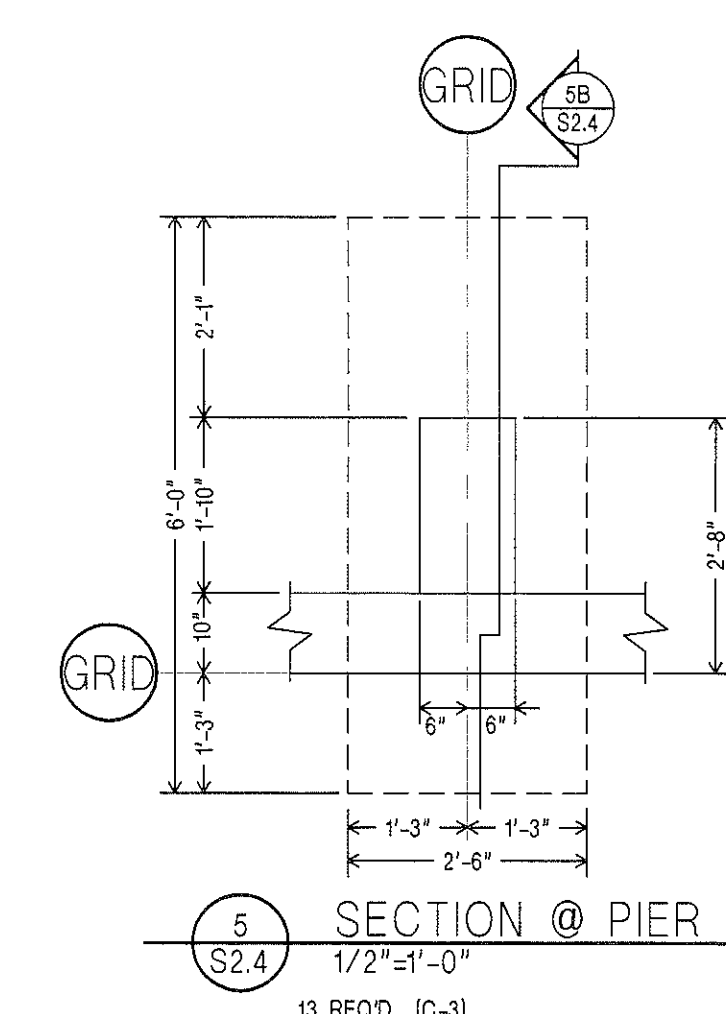
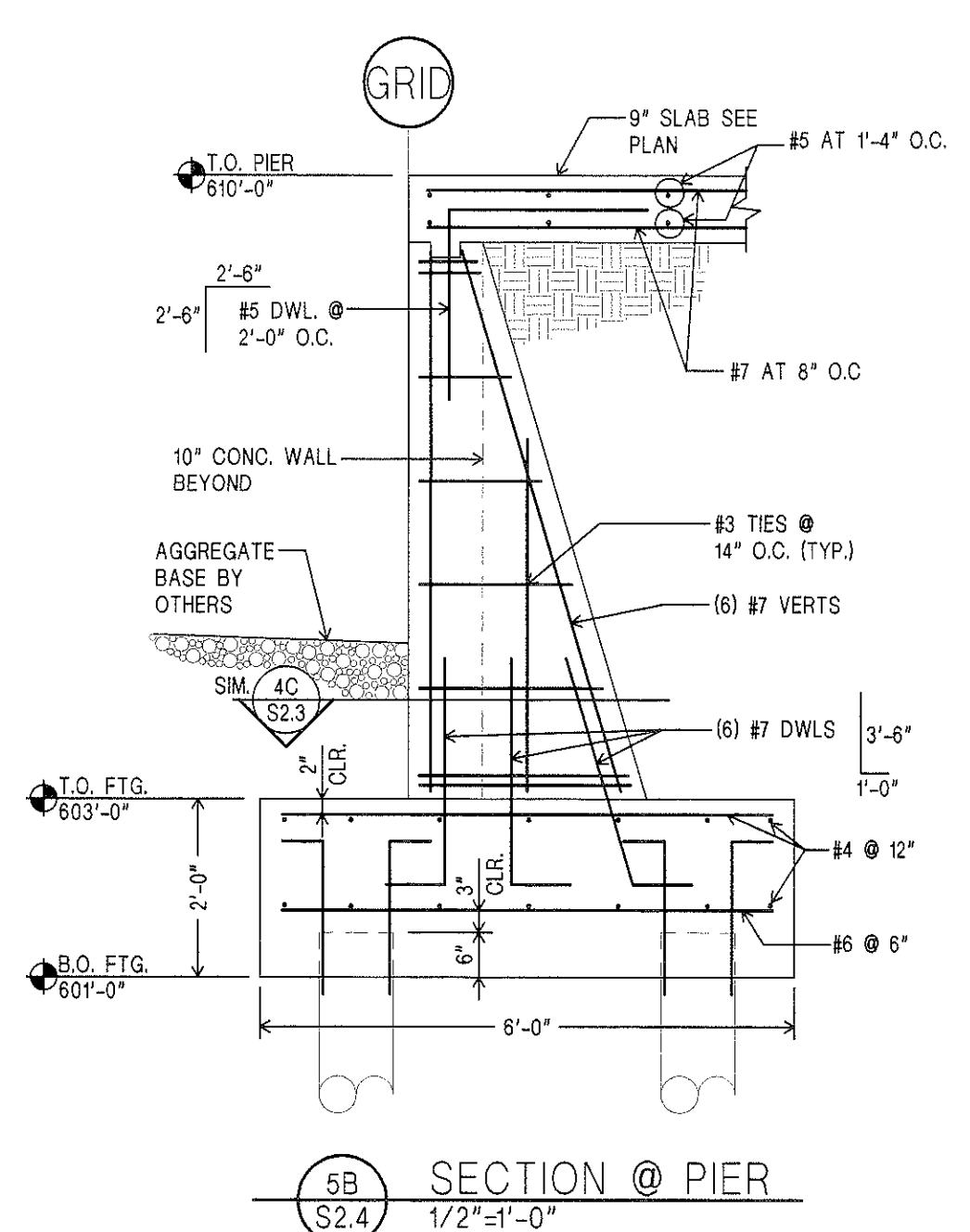
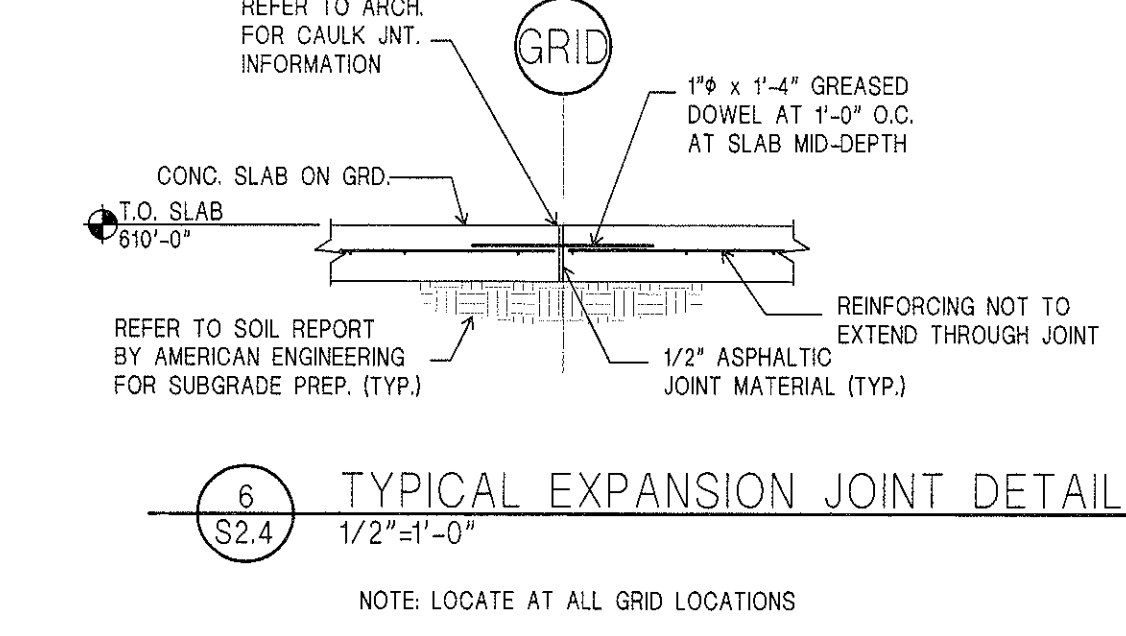
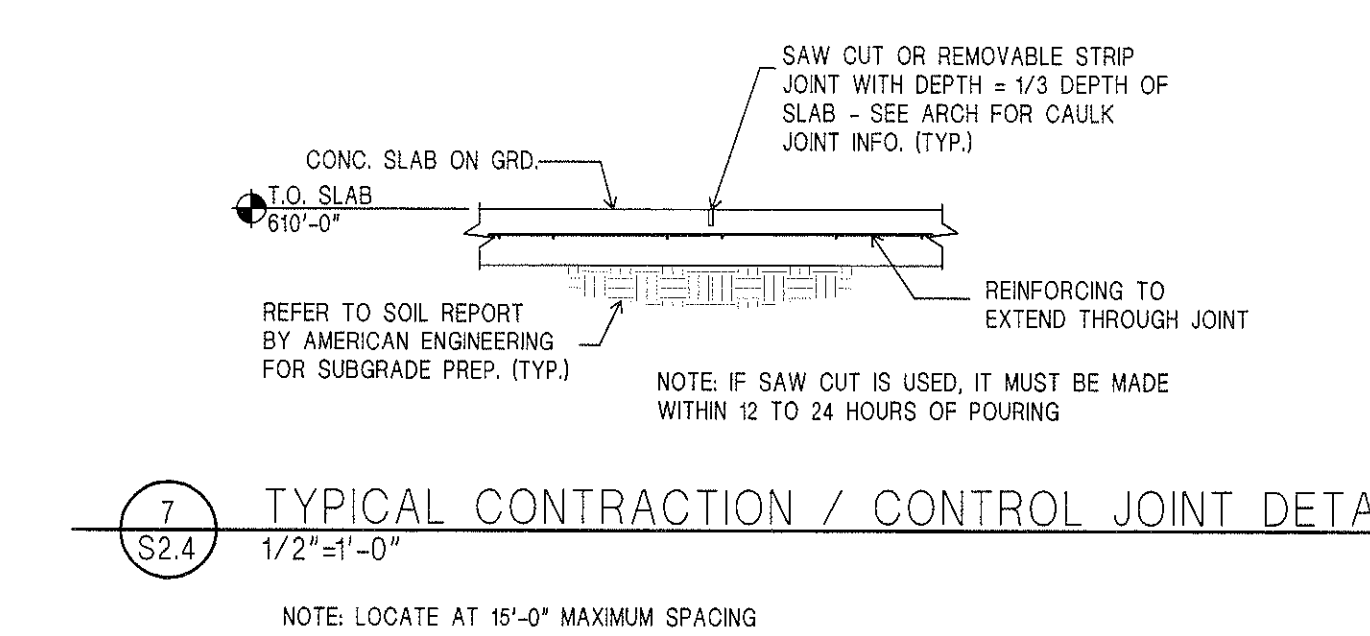
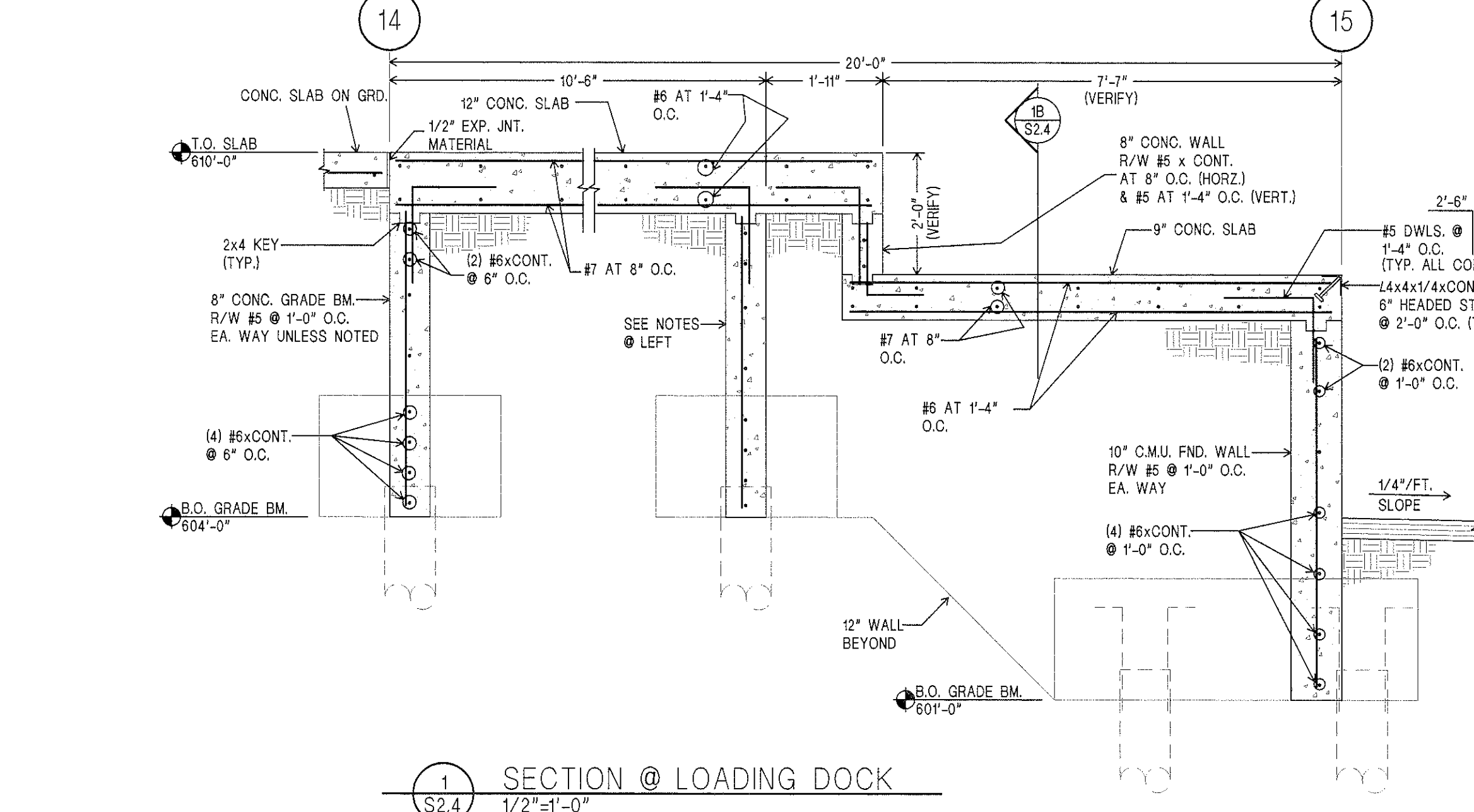
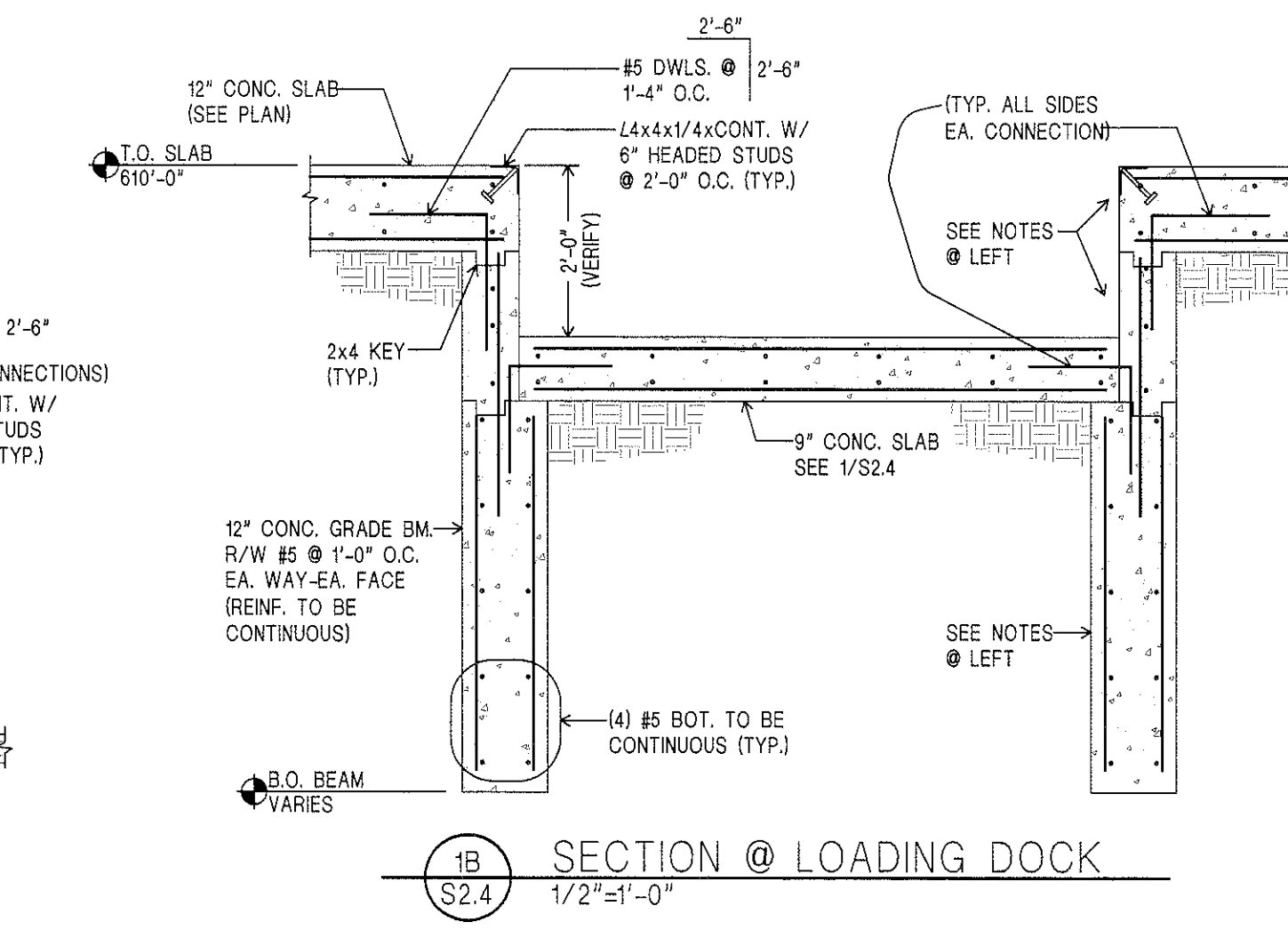
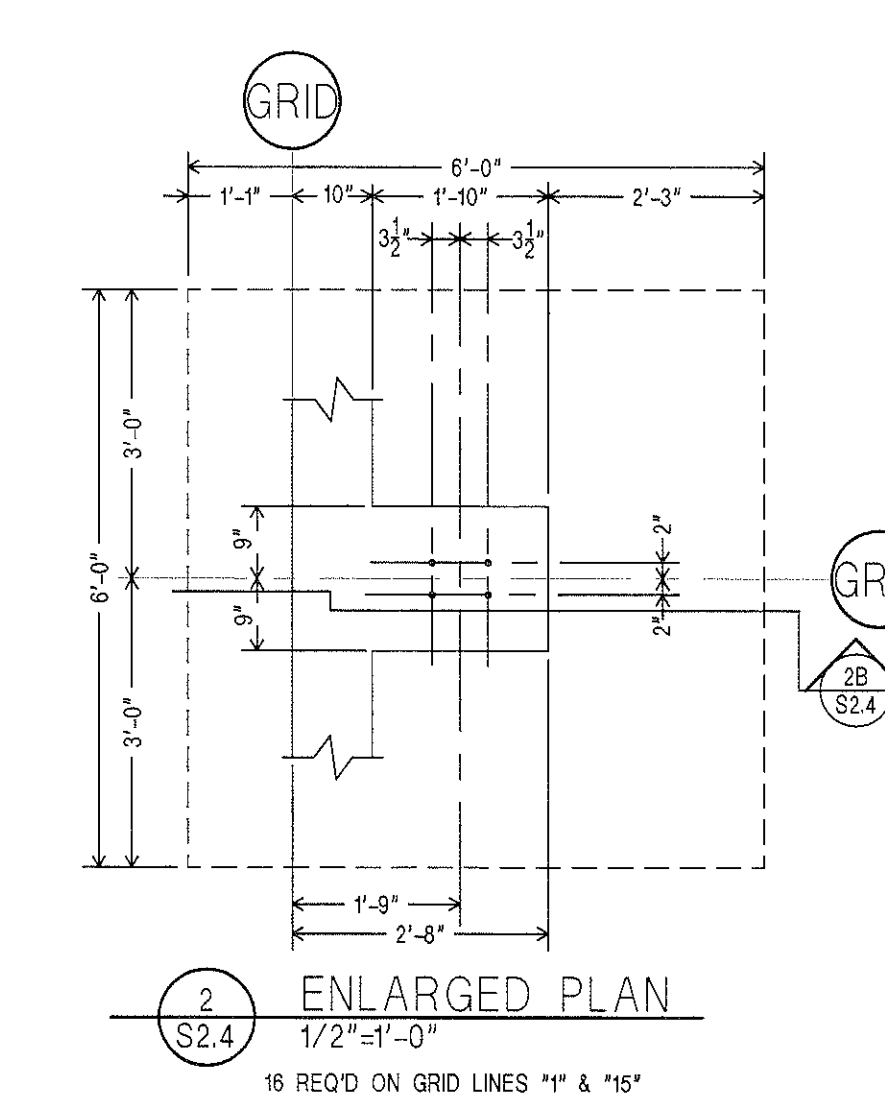
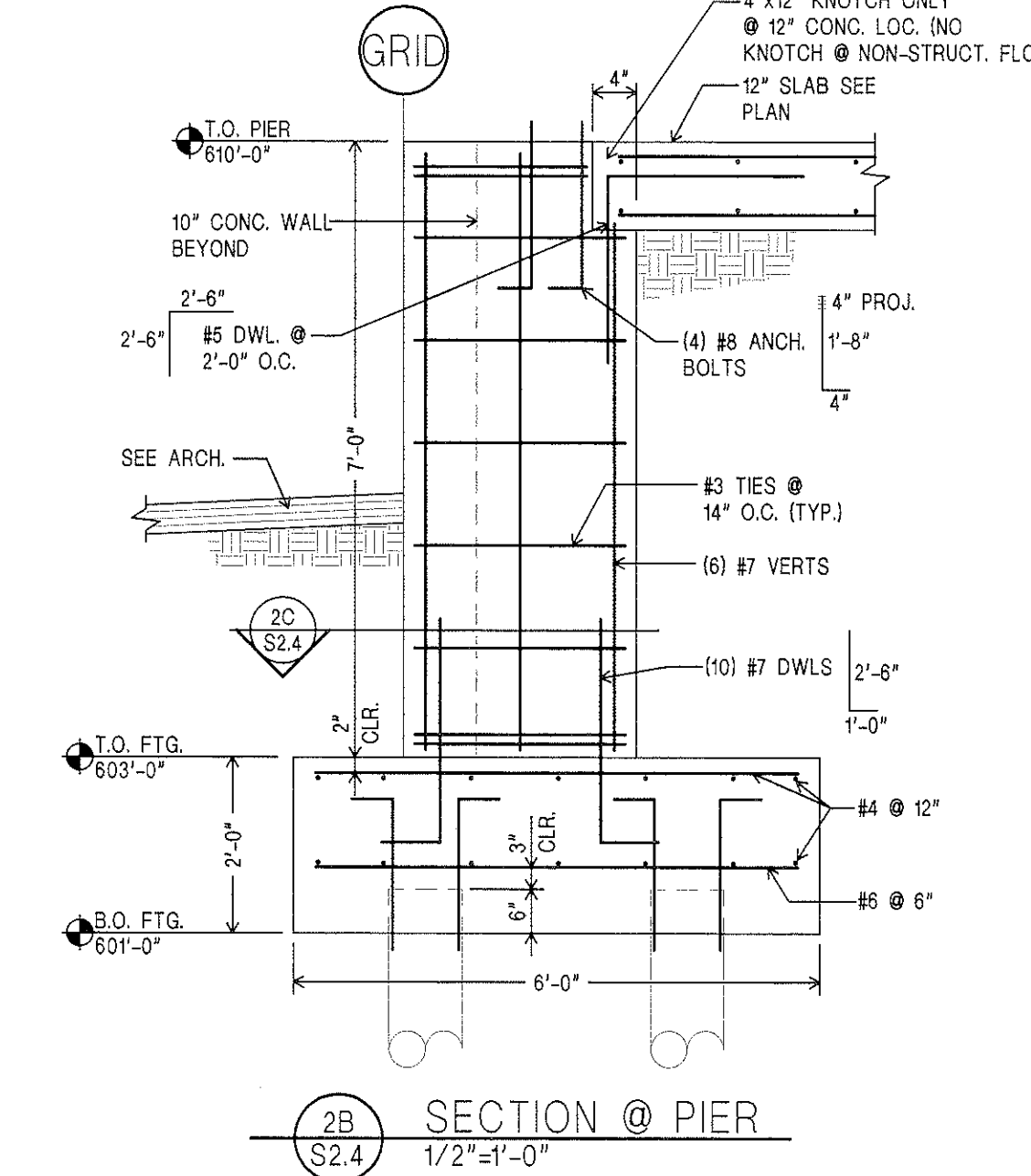
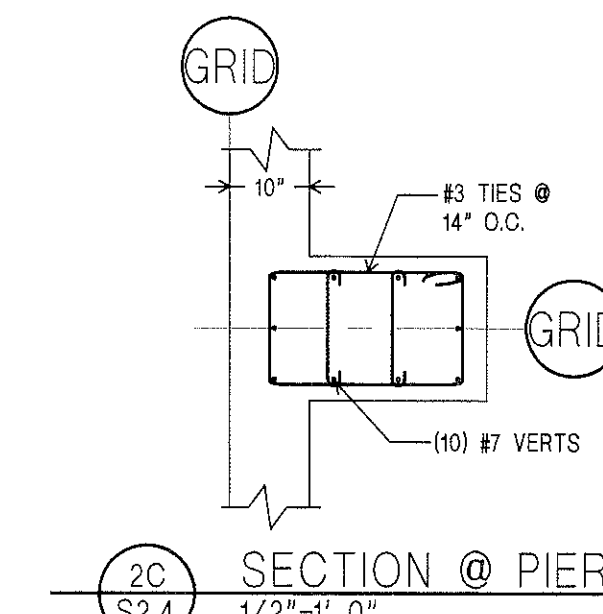
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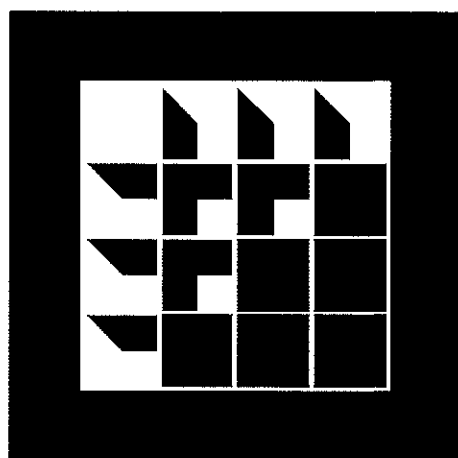
S2.4

Of: 4 XX (Structural)

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

CHARLES F. JACOBS

Registration No: 22089

Date: 7/18/01

Computer File Name:

G:\01062\1062M11.dwg

Project No: 01062

Date: 7/18/2001

Revised:

NEW EAST WAREHOUSE FOR THE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

MECHANICAL
SYMBOLS &
ABBREV.

Sheet:

M1.1

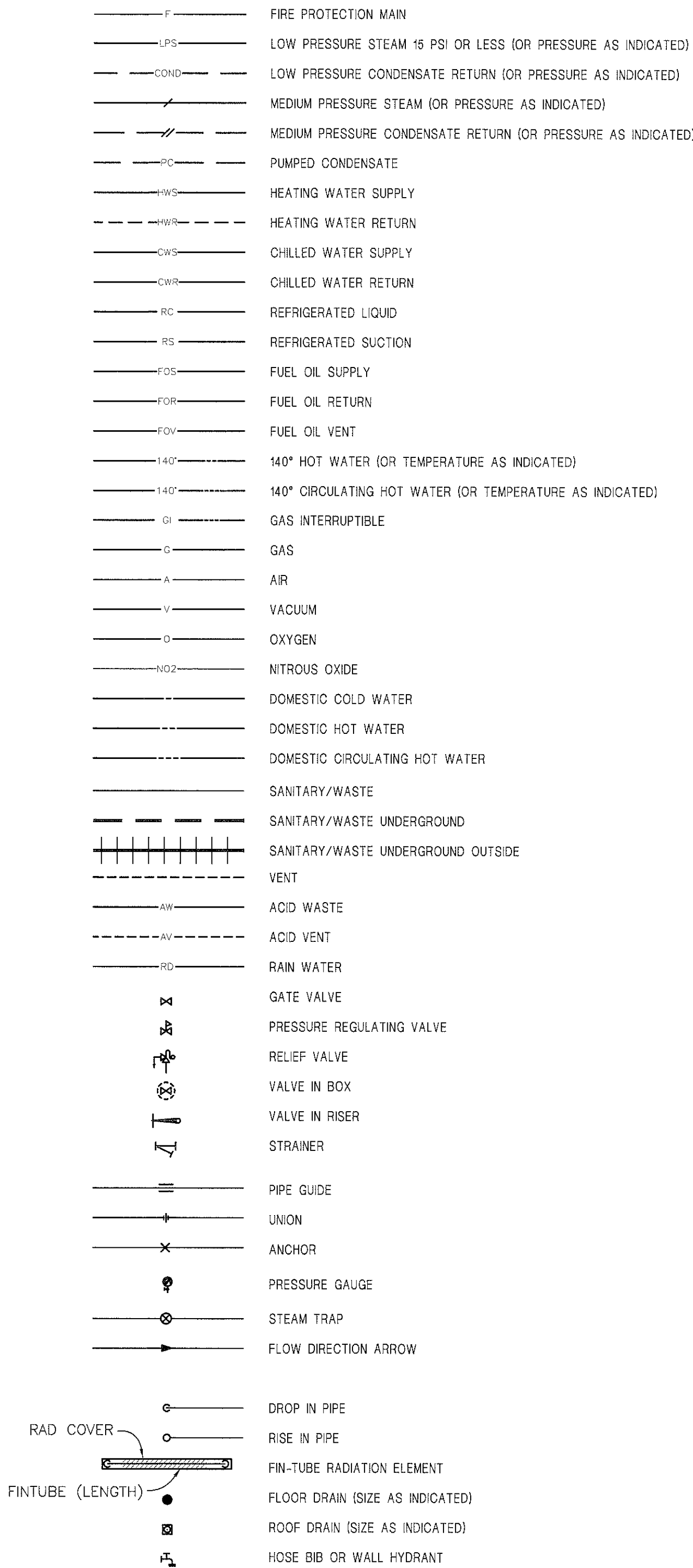
EQUIPMENT ABBREVIATIONS

AGC	AIR COOLED CONDENSER	FOU	FAN COIL UNIT
ACCU	AIR COOLING CONDENSING UNIT	FP	FIRE PUMP
AFMS	AIR FLOW MEASURING STATION	H	HANDPUMP
AHJ	AIR HANDLING UNIT	HWP	HEATING WATER PUMP
AS	AIR SEPARATOR	HX	HEAT EXCHANGER
B	BOILER	HPU	HEAT PUMP UNIT
CF	CABINET FAN	LC	LINE CENTRIFUGAL
CFP	CHEMICAL FEEDER	PF	PROPELLER FAN
CH	CHEMICAL FEED PUMP	PRV	POWER ROOF VENTILATOR
CH	CHILLER	PWF	POWER WALL FAN
CRU	CONDENSATE RETURN UNIT	RE	RETURN EXHAUST FAN
CT	COOLING TOWER	SA	SHOCK ABSORBER
CUH	CABINET UNIT HEATER	SAT	SOUND ATTENUATOR
CWP	CONDENSER WATER PUMP	SEP	SEWAGE EJECTOR PUMP
CHWP	CHILLED WATER PUMP	SP	SUMP PUMP
DBP	DOMESTIC WATER BOOSTER PUMP	UH	UNIT HEATER
DOP	DOMESTIC WATER CIRCULATING PUMP	US	UTILITY SET
EF	EXHAUST FAN	UV	UNIT VENTILATOR
EDC	ELECTRIC DUCT COIL	WMS	WATER FLOW MEASURING STATION
EWC	ELECTRIC WATER COOLER	WH	WATER HEATER

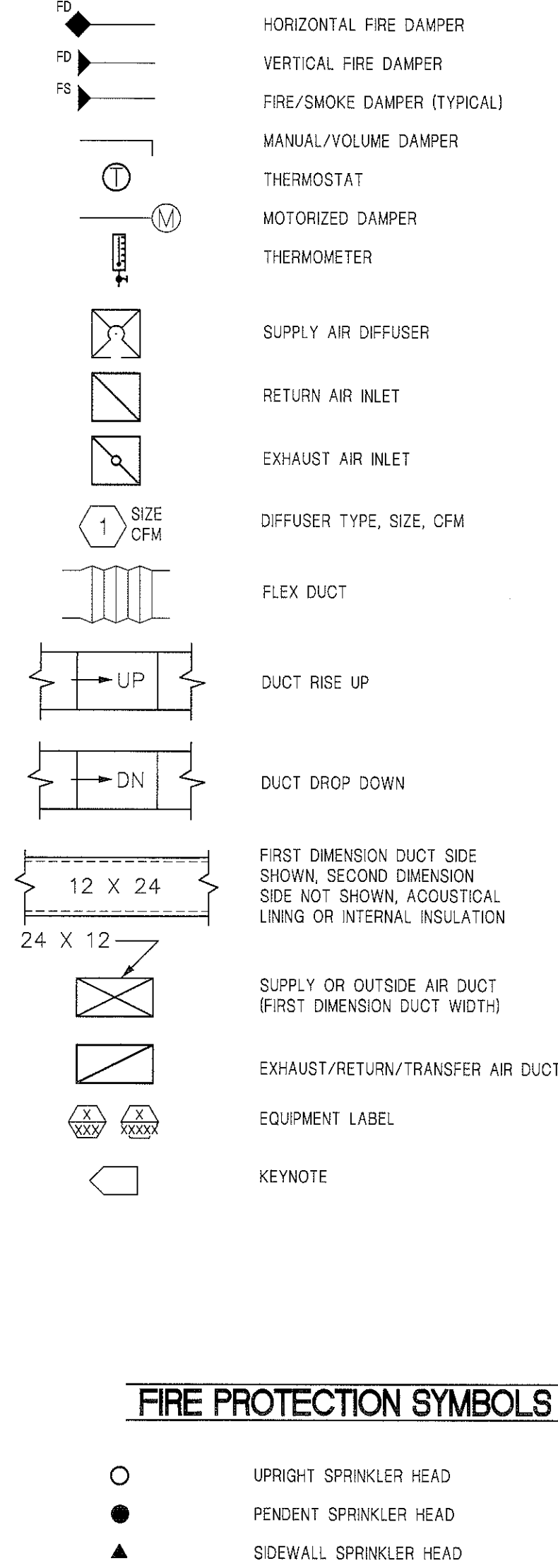
ABBREVIATIONS

&	AND	F	DEGREES FAHRENHEIT	O	OXYGEN
#	ROUND	FD	FLOOR DRAIN	O/A	OUTSIDE AIR
A	AIR	FD	FIRE DAMPER	OC	ON CENTER
AB	ABOVE BASE	FDV	FIRE DEPARTMENT VALVE	OF	OVERFLOW
ABV	ABOVE	FHC	FIRE HOSE CABINET	OPNG	OPENING
AC	AIR CONDITIONING	FL	FLOOR	ORD	OVERFLOW ROOF DRAIN
ACCU	ACOUSTICAL	FLX	FLEXIBLE		
ADD	AREA DRAIN	FLG	FLANGE	PD	PRESSURE DROP
ADOL	ADDITIONAL	FO	FUEL OIL	PI	POST INDICATOR VALVE
AFF	ABOVE FINISHED FLOOR	FOV	FUEL OIL VENT	PLBG	PLUMBING
AG	ABOVE GROUND	FOR	FUEL OIL RETURN	PR	PAIR
ALT	ALTERNATE	FOS	FUEL OIL SUPPLY	PREL	PRELIMINARY
ALUM	ALUMINUM	FP	FEET PER MINUTE	PRESS	PRESSURE
AP	ACCESS PANEL	FRP	FIBERGLASS REINFORCED PIPE	PRIM	PRIMARY
APPROX	APPROXIMATE	FS	FULL SIZE	PRV	PRESSURE REDUCING VALVE
ARCH	ARCHITECT/ARCHITECTURAL	FS	FLOOR SINK	PSI	POUNDS PER SQUARE INCH
AV	ACID RESISTANT VENT	FT	FOOT (FEET)	PSIG	POUNDS PER SQUARE INCH GAUGE
AV	ACID RESISTANT WASTE	FTG	FOOTING	PW	POTABLE WATER
AUTO	AUTOMATIC	FTR	FIN TUBE RADIATION	PWR	POWER
		FUT	FUTURE		
BLDG	BUILDING	GA	GAS	R/A	RETURN AIR
BLW	BELOW	GAL	GALLON	RCP	RADIANT CEILING PANEL
BM	BEAM	GALV	GALVANIZED	RD	ROOF DRAIN
BO	BY OTHER	GC	GENERAL CONTRACTOR	REC	RECESSED
BOT	BOTTOM	CO	GENERATOR	RED	REDUCER
BSMT	BASMENT	GEN	GENERAL	REFR	REFRIGERATION
BTU	BRITISH THERMAL UNITS	GENL	GENERAL	RH	RELATIVE HUMIDITY
BTUH	BRITISH THERMAL UNITS PER HOUR	GPH	GALLONS PER HOUR	REQD	REQUIRED
BTWN	BETWEEN	GPM	GALLONS PER MINUTE	REV	REVERSE
		GR	GRADE	R/LA	RELIEF AIR
CAP	CAPACITY	HB	HOSE BIB	RM	ROOM
CB	CATCH BASIN	HD	HEAD	RPM	REVOLUTIONS PER MINUTE
CCW	COUNTER CLOCKWISE	HORIZ	HORIZONTAL	RW	RAIN WATER
CFMV	CONSTANT FLOW CONTROL VALVE	HP	HORSE POWER	S	SINK
CFM	CUBIC FEET PER MINUTE	HP	HIGH PRESSURE	S/A	SUPPLY AIR
CI	CAST IRON	HTG	HEATING	SAN	SANITARY
CLG	CEILING	HTR	HEATER	SCHD	SCHEDULE
CLG	COOLING	HVAC	HEATING, VENTILATION, AIR CONDITIONING	SECT	SECTION
CO	CLEAN OUT	HW	HOT WATER	SQ	SQUARE FOOT
COL	COLUMN	HWD	HYDRANT	SD	SMOKE DAMPER
COMB	COMBINATION	IN	NOH	SHT	SHEET
CONC	CONCRETE	INL	INSULATION	SHR	SHOWER
COND	CONDENSATE	INSUL	INSULATION	SLV	SLEEVE
CONF	CONFERENCE	INT	INTERIOR	SM	SURFACE MOUNT
CONL	CONNECT	INT	INTERIOR	SN	STANDPIPE
CONST	CONSTRUCT	INV	INVERT	SP	STATIC PRESSURE
CONT	CONTINUE CONTINUATION	INWG	INCHES WATER GAUGE	SP	SPECIFICATION
CONTR	CONTRACT	IST SPC	JOIST SPACE	SPTS	STATIC PRESSURE STATION
CONTR	CONTRACTOR	JT	JOINT	SQ	SQUARE
COORD	COORDINATE	LAB	LABORATORY	SR	SUCTION REFRIGERANT
CTR	CENTER	LB	POUND	SSD	SOIL SUBDRAIN
CUFT	CUBIC FEET	LB/HR	POUNDS PER HOUR	SS	STAINLESS STEEL
CV	CHECK VALVE	LAT	LEAVING AIR TEMPERATURE	STD	STANDARD
CW	COLD WATER	LF	LINEAL FOOT	STM	STEAM
CW	CLOCKWISE	LOC	LOCATION	STRUC	STRUCTURAL
D	DEGREE	LOC	LOCATION	SUCT	SUCTION
DB	DRY BULB	LP	LOW PRESSURE	SUSP	SUSPENDED
DET	DETAIL	LPG	LIQUIFIED PETROLEUM GAS		
DK	DIAMETER	LP	LOW PRESSURE	T	THERMOSTAT
DIAG	DIAGONAL	LS	LAWN SPRINKLER	TCAC	TEMPERATURE CONTROL AIR COMPRESSOR
DISCH	DISCHARGE	LVR	LOUVER	TOP	TEMPERATURE CONTROL PANEL
DIV	DIVISION	LWT	LEAVING WATER TEMP	TD	TEMPERATURE DROP
DI	DEIONIZED WATER	M/A	MIXED AIR	TDR	TRENCH DRAIN
DMPR	DAMPER	MAN	MANUAL	TEFC	TOTALLY ENCLOSED FAN COOLED
DN	DOWN	MATL	MATERIAL	TEMP	TEMPERATURE
DWG	DRAWING	MAX	MAXIMUM	TYP	TYPICAL
DW	DISTILLED WATER	MBO	MOTORIZED BYPASS DAMPER	UG	UNDER FLOOR DUCT
EA	EACH	MBH	ONE THOUSAND BTU PER HOUR	VAC	VACUUM
EAT	ENTERING AIR TEMPERATURE	MCF	ONE THOUSAND CUBIC FEET	V	VARIABLE AIR VOLUME
ELC	ELECTRICAL	MCW	MAKE-UP COLD WATER	VEL	VELOCITY
ELEV	ELEVATION	MD	MOTORIZED DAMPER	VENT	VENTILATION
EP	EXPLOSION PROOF	MECH	MECHANICAL	VERT	VERTICAL
EQ	EQUAL	MFR	MANUFACTURER	VOL	VOLUME
EQUIP	EQUIPMENT	MTR	MOTOR	VTR	VENT THROUGH ROOF
EWIC	ELECTRIC WATER COOLER	MN	MINIMUM		
EWT	ENTERING WATER TEMPERATURE	MN	MINIMUM		
E/A	EXHAUST AIR	MU/A	MAKE-UP AIR		
EAH	EXHAUST HOOD	MISC	MISCELLANEOUS		
EXIST	EXISTING	N	NECK		
EXP	EXPANSION	NC	NOISE CRITERIA		
EXJ	EXPANSION JOINT	NC	NORMALLY CLOSED		
EXT	EXTERIOR	NC	NOT IN CONTRACT		
		NO	NUMBER		
		NO	NORMALLY OPEN		
		NOM	NOMINAL		
		NTS	NOT TO SCALE		

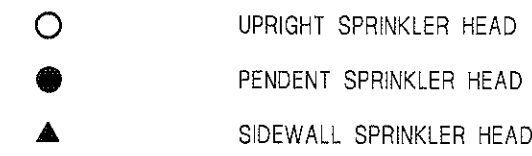
PLUMBING AND PIPING SYMBOLS



H.V.A.C. SYMBOLS



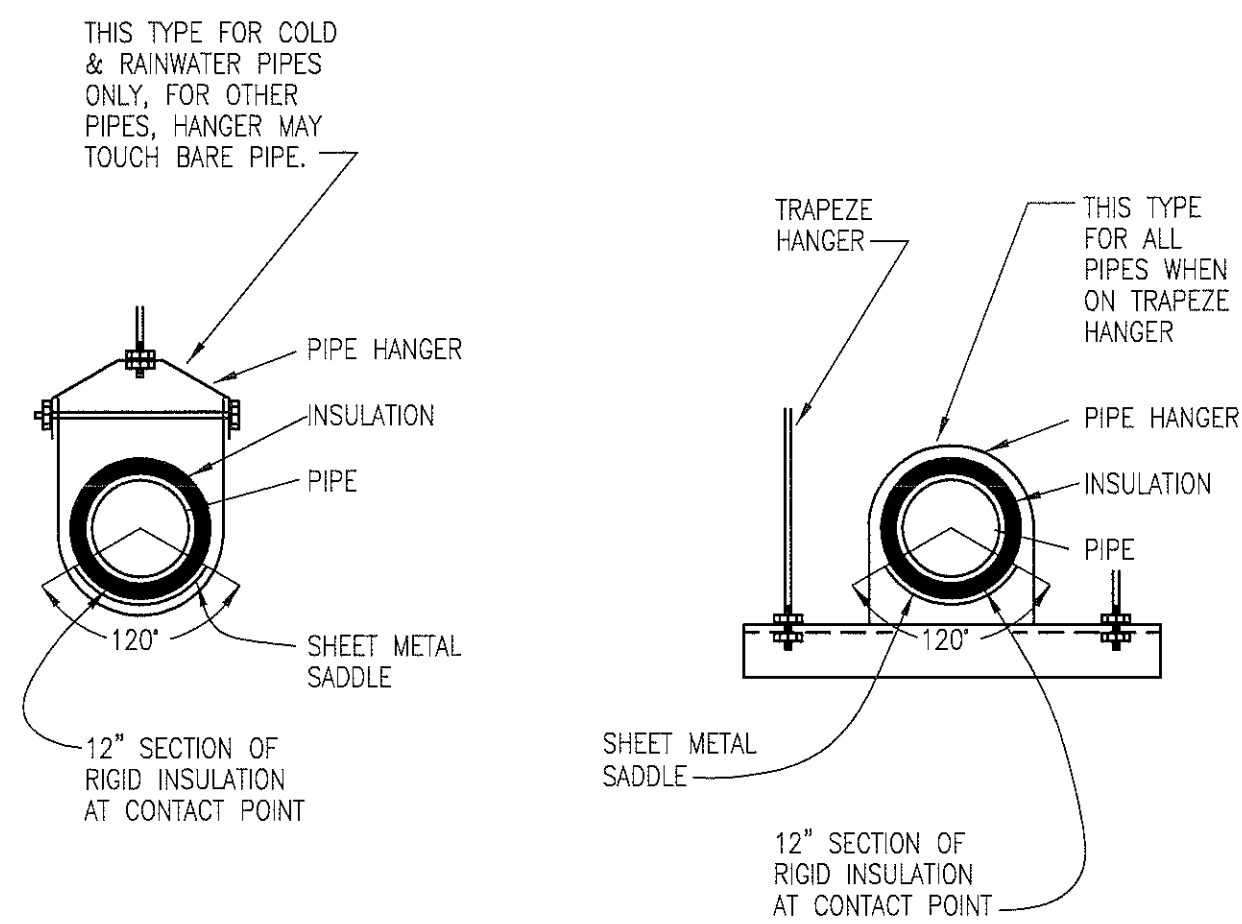
FIRE PROTECTION SYMBOLS



SYMBOLS
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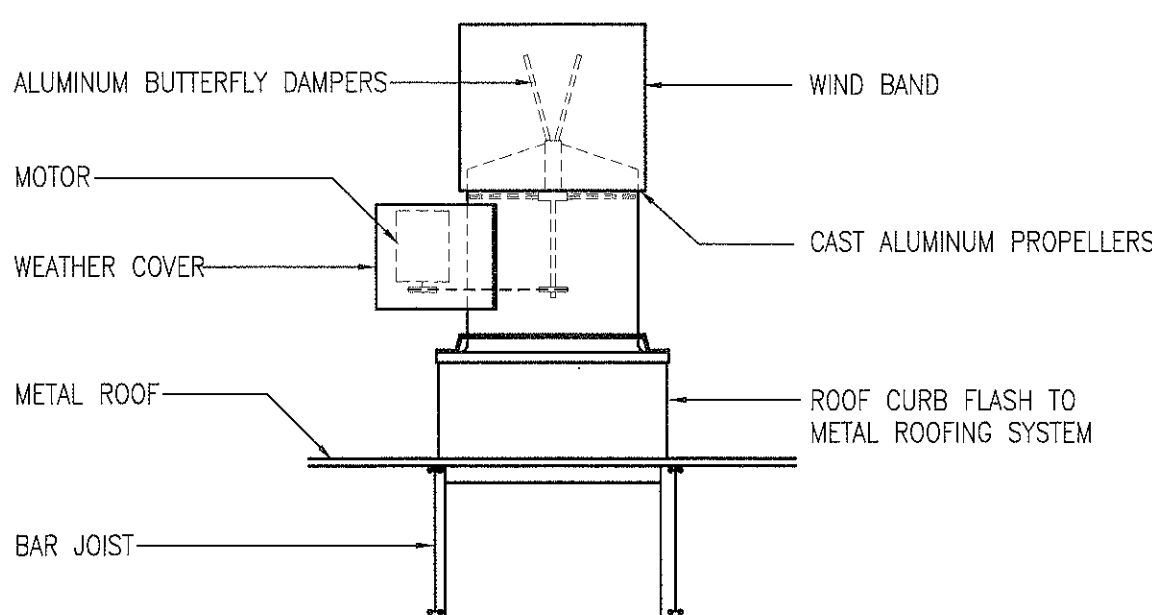
EXHAUST FAN SCHEDULE								
UNIT No.	LOCATION	MANUFACTURER'S DESIGNATION	MECHANICAL REQ.			ELECTRICAL REQ.		REMARKS / ACCESSORIES
			ESP	SONES	CFM	HP	VOLTAGE/ PHASE	
EF-1	103	BROAN 676		4.0	110		120	CEILING MOUNTED, INTERLOCK WITH LIGHT SWITCH
EF-2	104	BROAN 676		4.0	110		120	CEILING MOUNTED, INTERLOCK WITH LIGHT SWITCH
EF-3	106	BROAN 688		2.0	50		120	CEILING MOUNTED, INTERLOCK WITH LIGHT SWITCH
EF-4	101	COOK 48-SUBH	.25		30000	7.5	208/3	ROOF MOUNTED, INTERLOCK WITH WALL LOUVERS
EF-5	101	COOK 48-SUBH	.25		30000	7.5	208/3	ROOF MOUNTED, INTERLOCK WITH WALL LOUVERS
EF-6	101	COOK 48-SUBH	.25		30000	7.5	208/3	ROOF MOUNTED, INTERLOCK WITH WALL LOUVERS
EF-7	101	COOK 48-SUBH	.25		30000	7.5	208/3	ROOF MOUNTED, INTERLOCK WITH WALL LOUVERS
EF-8	101	COOK 48-SUBH	.25		30000	7.5	208/3	ROOF MOUNTED, INTERLOCK WITH WALL LOUVERS

WATER HEATER SCHEDULE							
UNIT No.	LOCATION	MANUFACTURER'S DESIGNATION	STORAGE CAPACITY (GAL)	FUEL	INPUT POWER REQ'T	HWS GPM	REMARKS / ACCESSORIES
WH-1	106	RHEEM 81VP6S	6	ELECT	120/1		2 KW HEATING ELEMENT



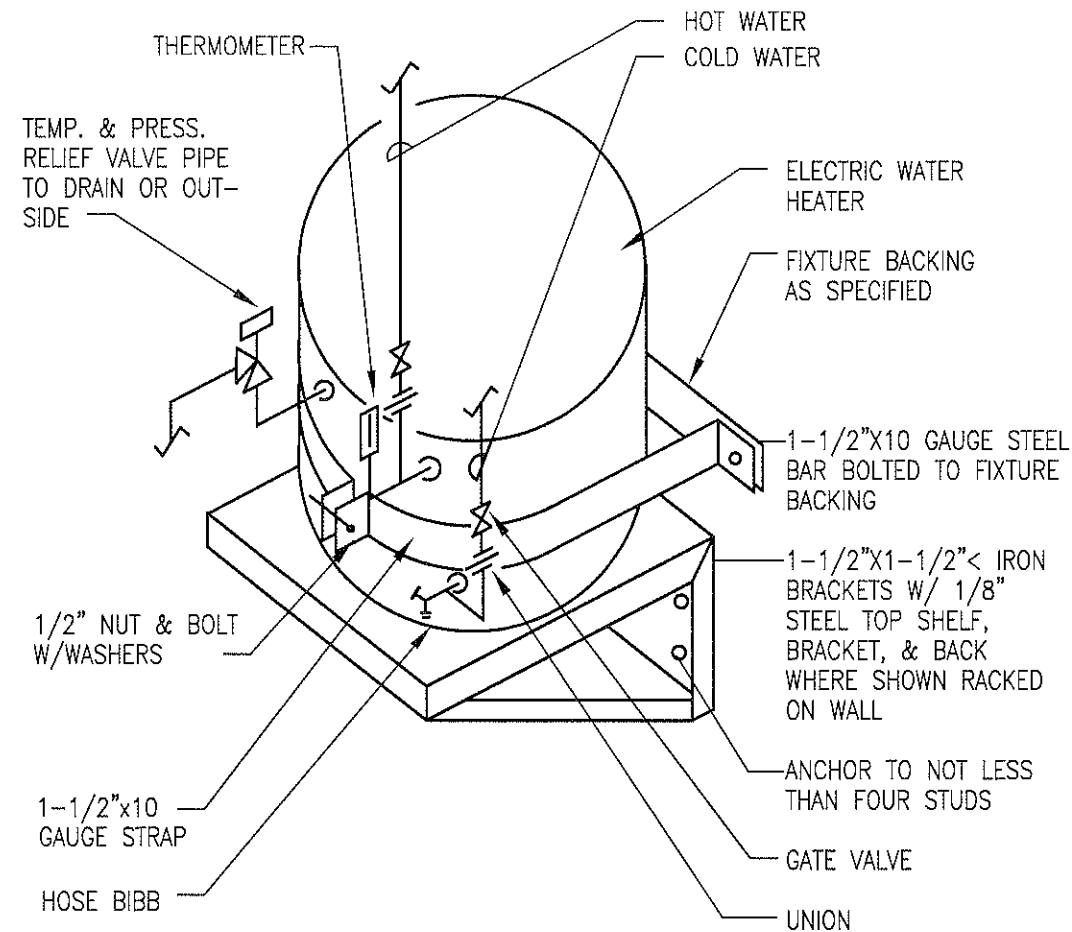
PIPE HANGER AND INSULATION SADDLES

NOT TO SCALE



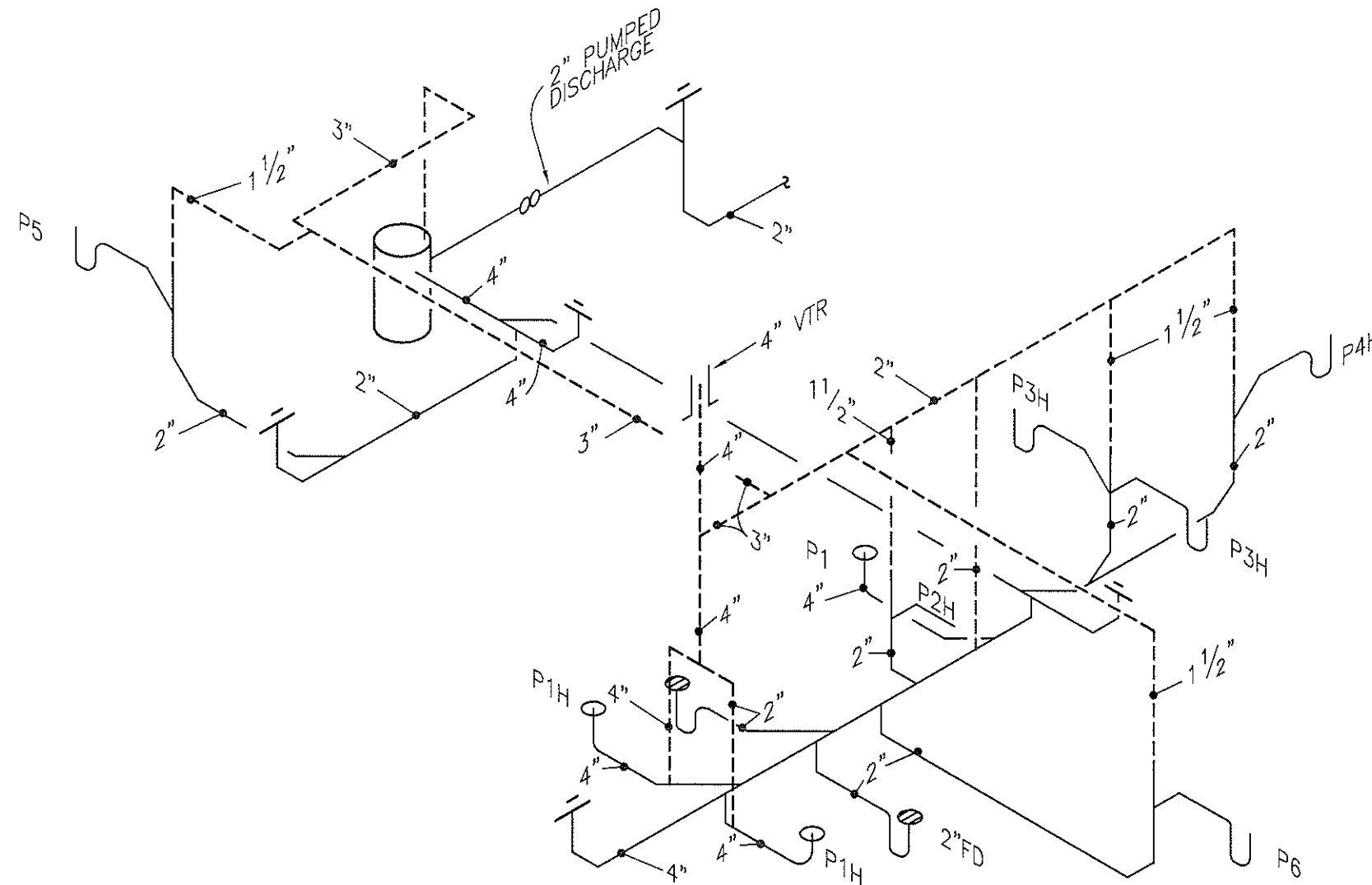
ROOF MOUNTED UP BLAST EXHAUST FAN

NOT TO SCALE



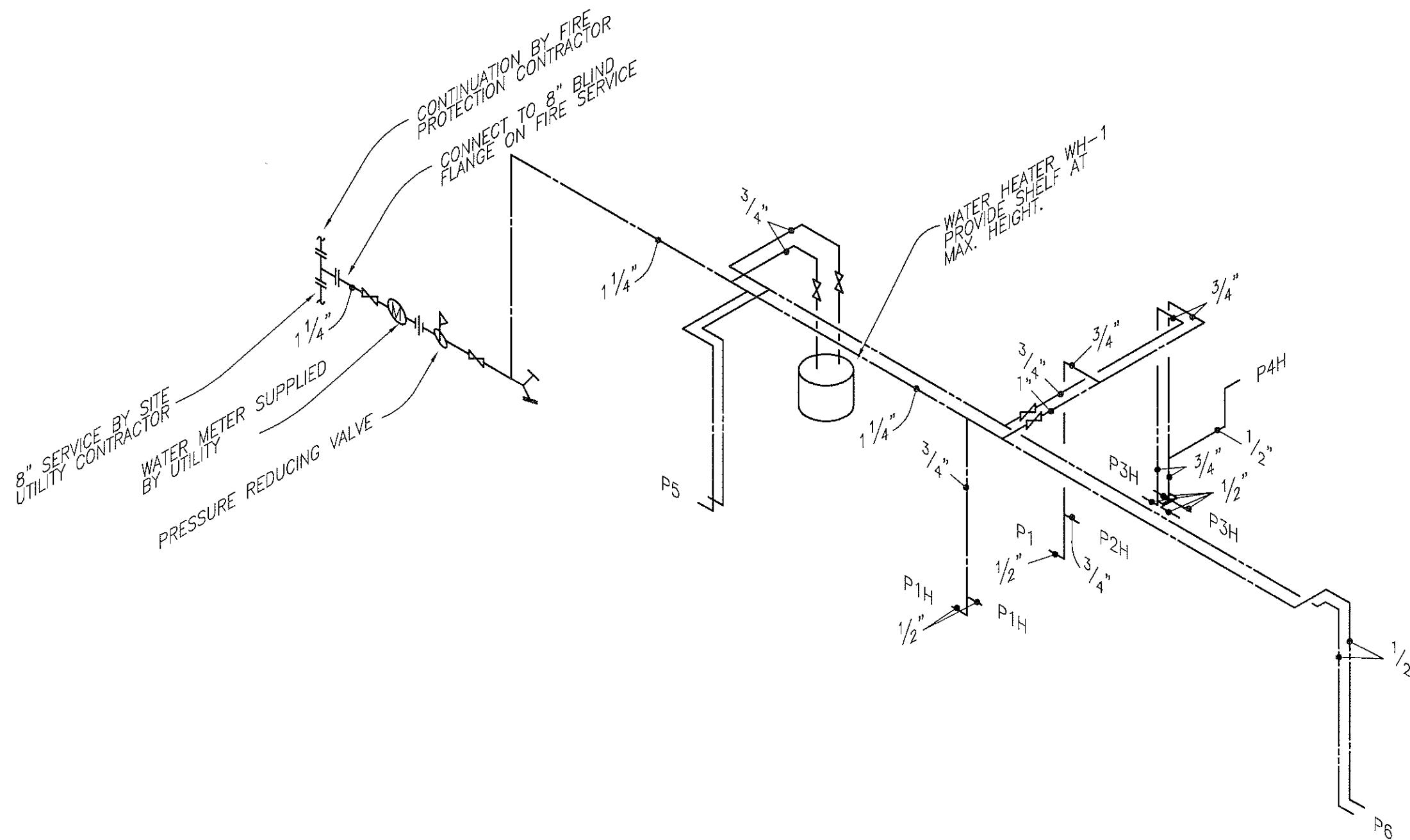
ELECTRIC WATER HEATER

NOT TO SCALE



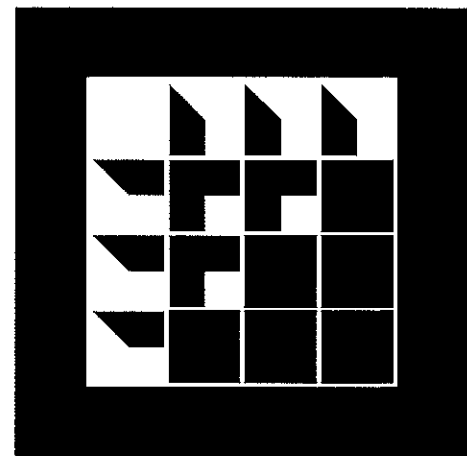
WASTE AND VENT RISER

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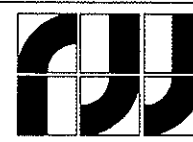
DOMESTIC WATER RISER

NOT TO SCALE



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

CHARLES F. JACOBS

Registration No: 22089

Date: 7/18/01

Computer File Name:

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Project No:

01062

Date:

7/18/2001

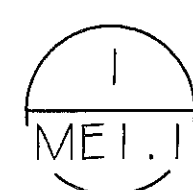
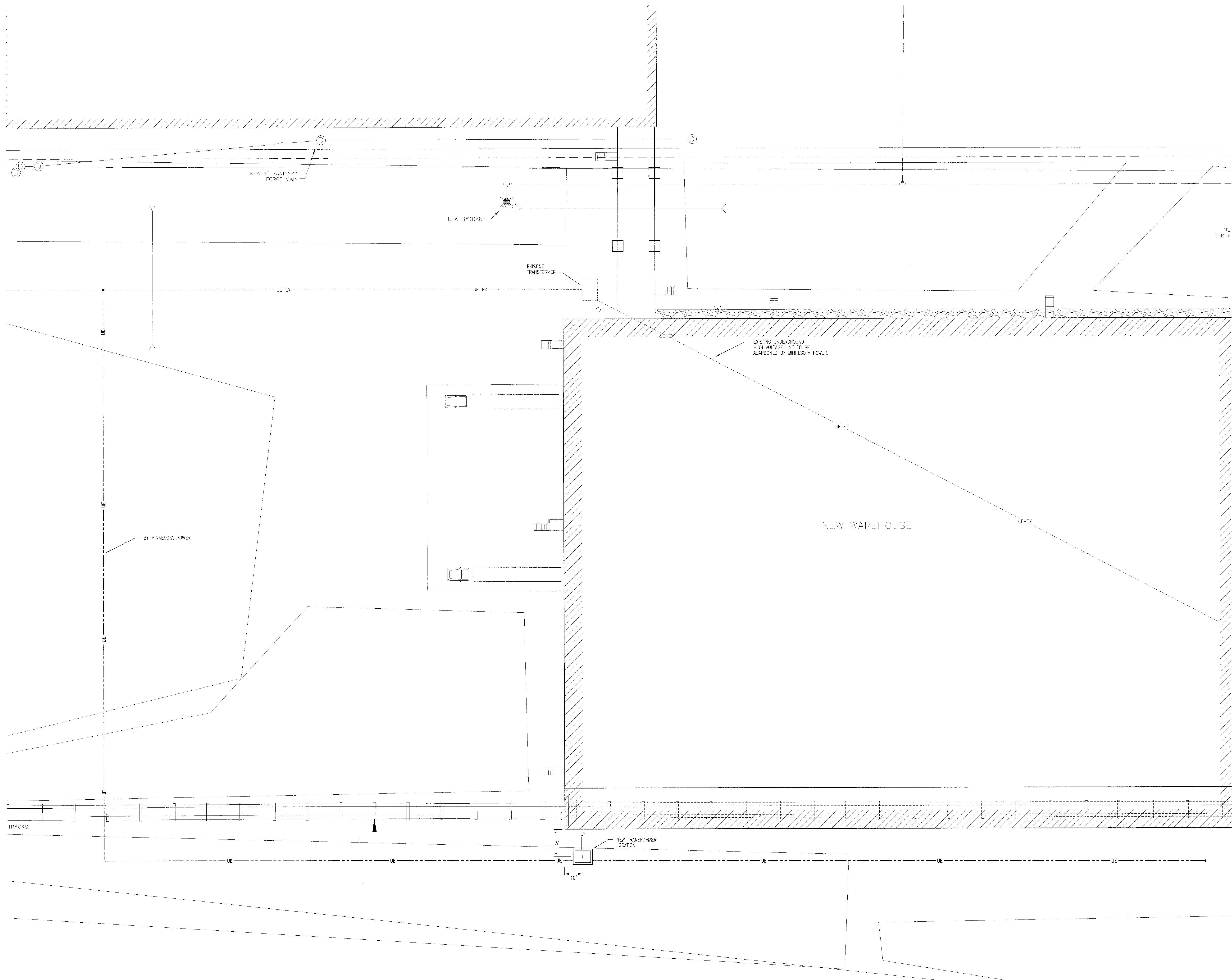
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NEW EAST WAREHOUSE FOR THE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

MECHANICAL
SCHEDULES
& DETAILS

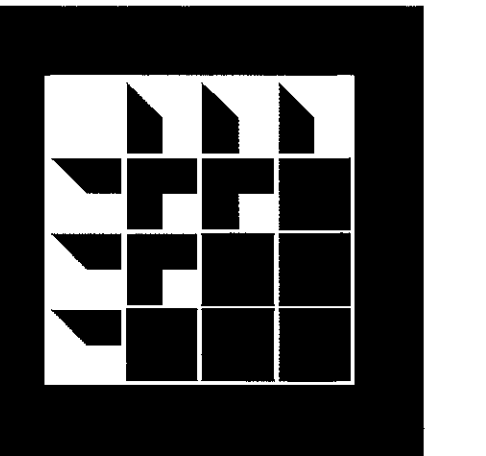
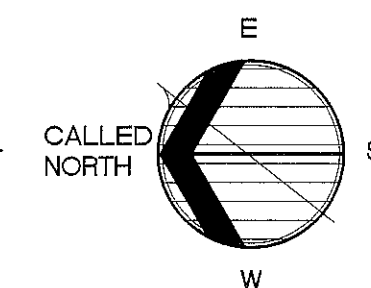
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M3.1



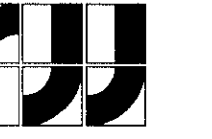
MECHANICAL & ELECTRICAL SITE PLAN

1" = 20'-0"



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Charles F. Jacobs
CHARLES F. JACOBS
JOHN P. PILEGAARD
Registration No: 22089/15006
Date: 7/18/01

Computer File Name:
G:\01062\1062ME11.dwg

Project No: 01062

Date: 7/18/2001

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NEW EAST WAREHOUSE FOR THE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA

MECHANICAL
-ELECTRICAL
SITE PLAN

Sheet:

ME1.1

MOTOR AND EQUIPMENT SCHEDULE															
IDENTITY	LOCATION	DESCRIPTION	MOTOR BY	VOLTAGE	PHASE	LOAD	UNITS	STARTER				CONTROL			
								MANUAL	BY	CONTROL DEVICE	IN COVER	ELEC. THERMOSTAT	PRESS. OR FLOAT SW.	START/STOP	TEMP. CONTROL
NOTES															
	AC	106	SPRINKLER AIR COMPRESSOR	M	480	3	7.5 HP	X	M						
	EF1	106	EXHAUST FAN 1	M	120	1	FRAC HP							X	
	EF2	104	EXHAUST FAN 2	M	120	1	FRAC HP							X	
	EF3	103	EXHAUST FAN 3	M	120	1	FRAC HP							X	
	EF4	SEBAY	EXHAUST FAN 4	M	480	3	7.5 HP	X	E	HOA				X	
	EF5	SWBAY	EXHAUST FAN 5	M	480	3	7.5 HP	X	E	HOA				X	
	EF6	NWBAY	EXHAUST FAN 6	M	480	3	7.5 HP	X	E	HOA				X	
	EF7	NEBAY	EXHAUST FAN 7	M	480	3	7.5 HP	X	E	HOA				X	
	EF8	NWBAY	EXHAUST FAN 8	M	480	3	7.5 HP	X	E	HOA				X	
	WH	106	WATER HEATER	M	208	1	4000 W							X	
	OHD	S BAY	OVERHEAD DOORS SOUTH	M	480	3	1/2 HP	X	U					X	
	OHD	N BAY	OVERHEAD DOORS SOUTH	M	480	3	1/2 HP	X	U					X	
	OHD	S BAY	OVERHEAD DOORS SOUTH	M	480	3	1/2 HP	X	U					X	
	SEJ	103	SEWAGE EJECTOR PUMP (2)	M	120	1	1 HP	X	U					X	
	DL	N BAY	DOCK LEVELER MOTOR	O	480	3	1/2 HP	X	U					X	
	DL	S BAY	DOCK LEVELER MOTOR	O	480	3	1/2 HP	X	U					X	

NOTES:
1. PROVIDE CONTROL TO ENERGIZE MOTOR FROM TEMPERATURE CONTROLLER OR MANUAL STATION.
2. PROVIDE 480-120V TRANSFORMER AND CONTACTOR TO START WHEN THE SIMILAR NUMBERED EXHAUST FAN STARTS. ALL LOUVERS MUST SHUT DOWN UPON SPRINKLER FLOW.
3. PROVIDE INTERLOCK WITH FIRE ALARM SPRINKLER TO START ALL FANS WHEN SPRINKLER FLOWS AND TO REMAIN ON FOR 15 MINUTES AFTER SPRINKLER FLOW CEASES.
4. PROVIDE INTERLOCK WITH FIRE ALARM SPRINKLER TO SHUT OFF WHEN SPRINKLER FLOWS.
5. PROVIDE FEEDER FOR MULTIPLE DOORS, PROVIDE TAPS AND DISCONNECT SWITCHES.

ABBREVIATIONS:
E - ELECTRICAL CONTRACTOR
M - MECHANICAL CONTRACTOR
G - GENERAL CONTRACTOR
O - OTHERS
HOA - HAND-OFF-AUTOMATIC SWITCH
S/S - START/STOP SWITCH
P - PILOT LIGHT
U - WITH UNIT

ELECTRIC HEAT SCHEDULE					DESCRIPTION
TYPE	MANUFACTURER	MODEL	VOLT	WATTS	
HTR1	BERKO	SRA-2024-MD26	208 1PH	1,500	FAN DRIVEN WITH REMOTE WALL THERMOSTAT.
HTR2	BERKO	FRC-2020-MD26	208 1PH	2,000	FAN DRIVEN WITH REMOTE WALL THERMOSTAT.

LIGHT FIXTURE SCHEDULE					DESCRIPTION
TYPE	MANUFACTURER	MODEL	VOLT	LAMP	
A	LUMARK	MHHM/PD22M/400/480/ FH-1/WG22/	480	400W METAL HALIDE	400 WATT METAL HALIDE HIGH BAY WITH ENCLOSED BALLAST, DROP ACRYLIC LENS AND WIRE GUARD
A1	LUMARK	MHHM/PD22M/400/480/ EM/FH-1/WG22/	480	400W MH 250WQZ	SAME AS A BUT WITH COLD STRIKE QUARTZ LAMP
B	LUMARK	NKNRTHANKIII HPNK/Y76/250/277	277	250W HPS	250 WATT HPS FLOOD LIGHT (PROVIDE WALL BRACKET)
C	LUMARK	WL WL-PAK MHP/L/277/WGLWL	277	400W METAL HALIDE	400WATT METAL HALIDE WALL PACK
D	METALUX	WBI-432-IMA-120-EBB2	120	4-32WT8	2X4-4 LAMP SURFACE WRAPAROUND
D1	METALUX	WBI-232-IMA-120-EBB1	120	2-32T8	2X4-2 LAMP SURFACE WRAPAROUND
E	SURE-LITES	CCKH-70- --RWH- --DH	277	2 LED	LED EXIT LIGHT /W/ BATTERY AND 2-LIGHT HEADS
EM	SURE-LITES	HR-87-218 WITH 2-6VOLT HEADS AND 29-18 LAMPS	277	2-29-18 HEADS	EMERGENCY BATTERY LIGHT WITH 2-12 VOLT HEADS
F	METALUX	VT2-232 DR120-EBB1 WL	120	2-32WT8	2 LAMP ENCLOSED, GASKETED SURFACE WRAPAROUND

MOTOR STARTER PANELBOARD SCHEDULE						
MSP NAME	LOCATION	MOUNTING	SUPPLIED FROM	BUS	VOLTS	PHASE
SC1	EXTERIOR	WALL	OT CABINET	225	480/277	3
MAIN O. C. DEVICE						
REMARKS	NEMA 3R ENCLOSURE, PADLOCKABLE					200A MAIN FUSE DISCONNECT
CIRCUIT NO.	DESCRIPTION	LOCATION	DISC.	FUSE/BRKR. SIZE	STARTER SIZE	REMARKS
1	EXHAUST FAN #4	ROOF	20	20	1	
2	EXHAUST FAN #5	ROOF	20	20	1	
3	EXHAUST FAN #6	ROOF	20	20	1	
4	EXHAUST FAN #7	ROOF	20	20	1	
5	EXHAUST FAN #8	ROOF	20	20	1	
6	SPACE				1	

TRANSFORMER SCHEDULE				
ID	SIZE	PRIMARY	SECONDARY	NOTES
T1	30KVA	480 3 PHASE	120/208 3 PHASE, 4 WIRE	
T2	75KVA	480 3 PHASE	120/208 3 PHASE, 4 WIRE	

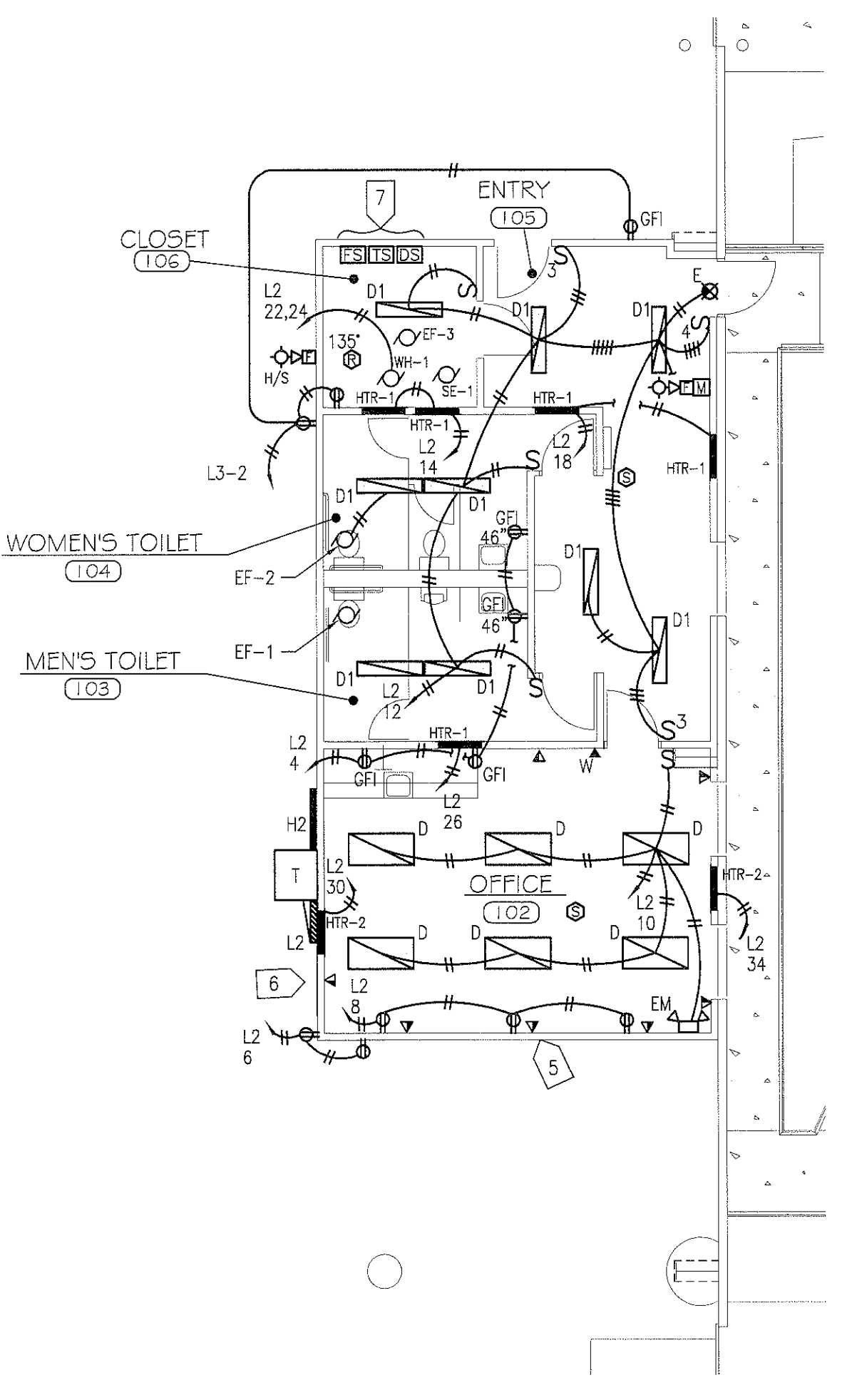
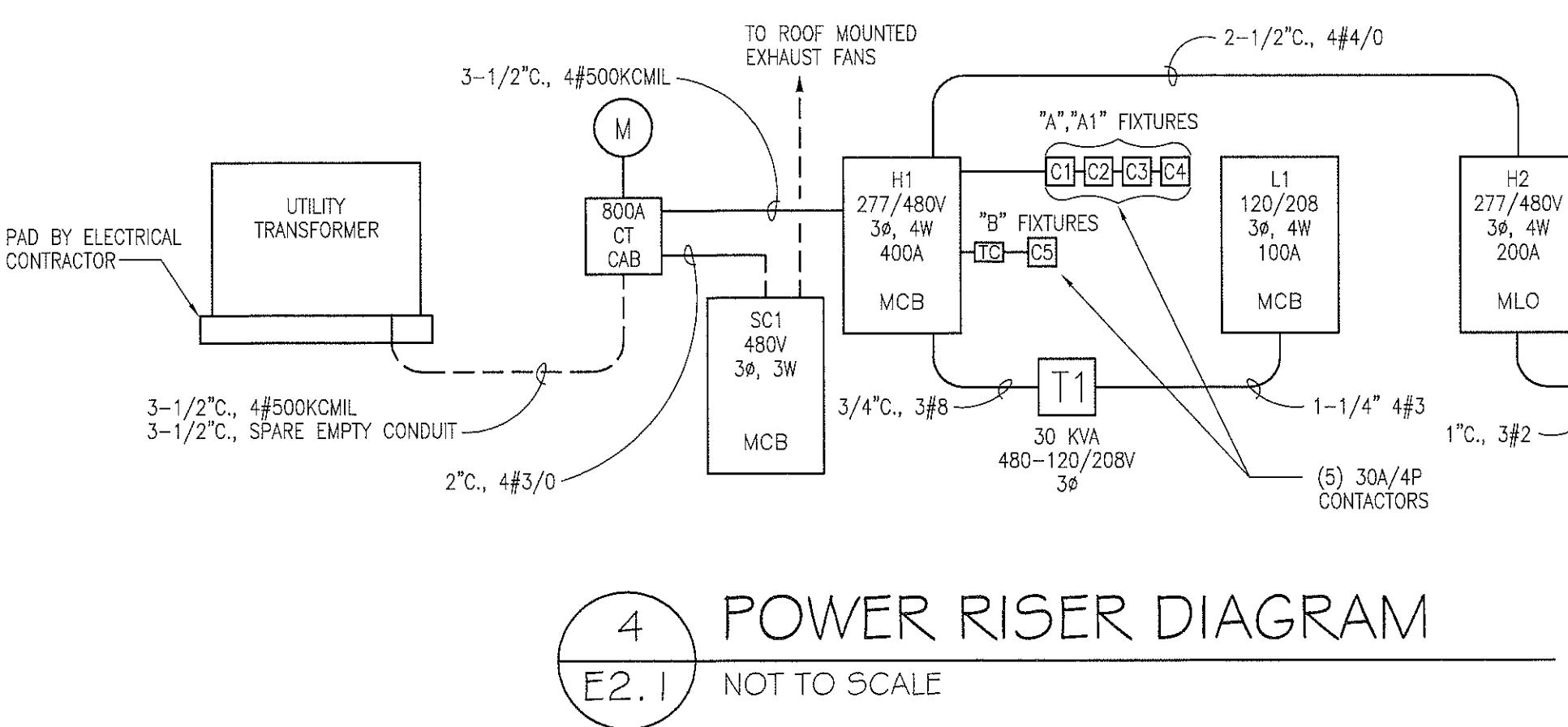
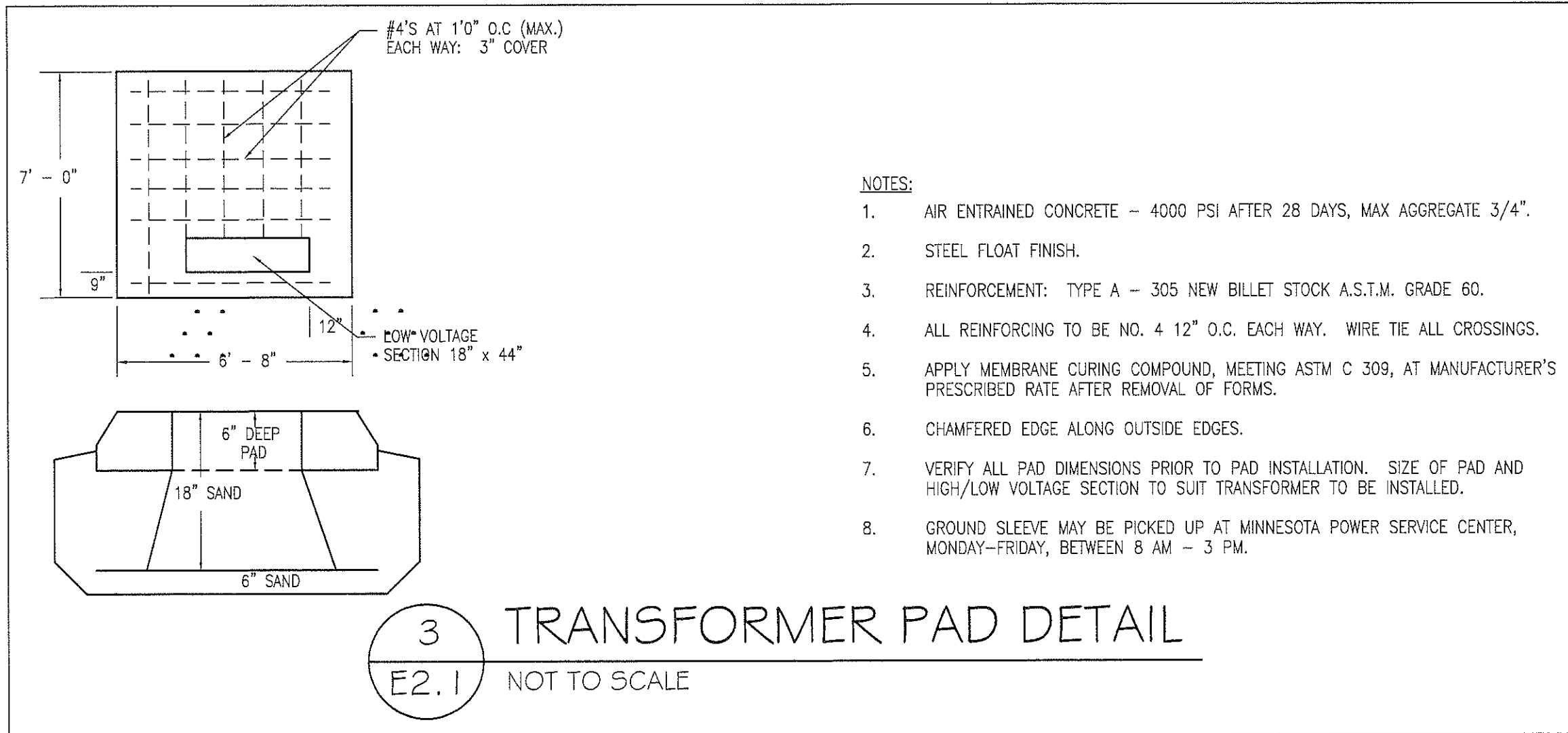
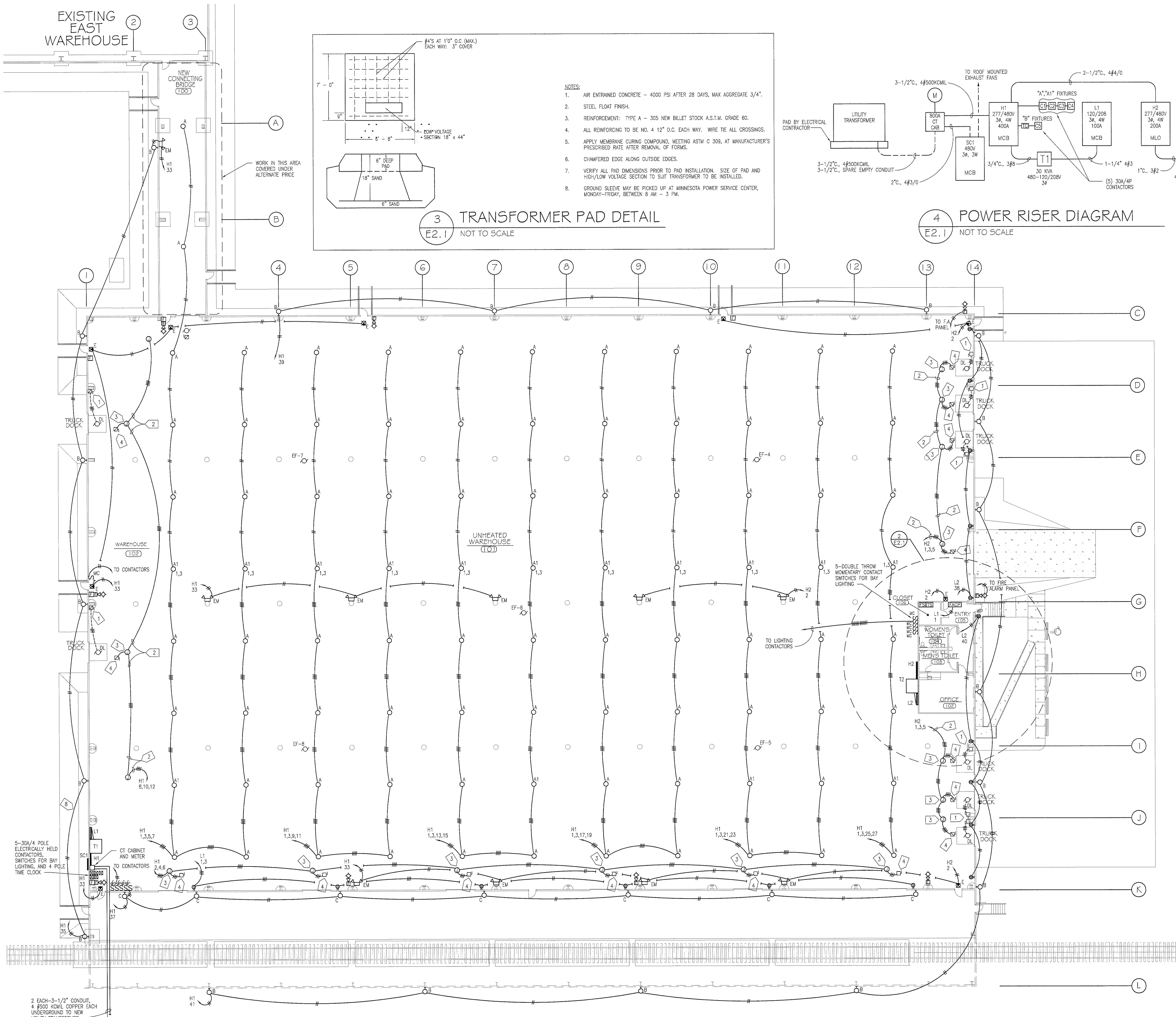
PANEL SCHEDULE											
PANEL	H1	AMPS	400	GRD. BUS	YES						
LOCATION	NW BAY	VOLTS	277/480	O.C.P. DEVICE	400 AMP MB						
MOUNTING	SURFACE	PHASE	3	FED FROM	UTILITY						
		WIRE	4	REMARKS	DISTRIBUTION PANELBOARD						
RM. NO.	LOAD	BRKR	CKT NO.	A	B	C	CKT NO.	BRKR	LOAD	DESCRIPTION	RM. NO.
BAY	TYPE A1 FXT'S	20/2	1	X			2				
BAY	CONTACTOR 1		5		X		4		20/3	OVERHEAD DOOR MOTORS	W BAY
BAY	LIGHTS ROWS 1,2	20/2	6			X	6				
BAY	CONTACTOR 2		7	X			8				
BAY	LIGHTS ROWS 3,4	20/2	9		X		10	20/3	OVERHEAD DOOR MOTORS		N BAY
BAY	CONTACTOR 2		11		X		12				
BAY	LIGHTS ROWS 5,6	20/2	13	X			14		20/3	OVERHEAD DOOR MOTORS	LOADING DOCK
BAY	CONTACTOR 3		15	X			16				
BAY	LIGHTS ROWS 7,8	20/2	17		X		18				
BAY	CONTACTOR 3		19	X			20				
BAY	LIGHTS ROWS 9,10	20/2	21		X		22				
BAY	CONTACTOR 4		23	X		X	24				
BAY	LIGHTS ROW 11	20/2	25	X			26				
BAY	CONTACTOR 4		27	X			28				
BAY	SPARE		29		X		30				
BAY	EMERGENCY LTS*		31	X			32				
BAY	EMERGENCY LTS*	20/1	33		X		34	50/3	TRANSFORMER T1		N. BAY
EXTERIOR	N. EXTERIOR LTS	20/1	35			X	36				
EXTERIOR	W. EXTERIOR LTS	20/1	37			X	38				
EXTERIOR	E. EXTERIOR LTS	20/1	39		X		40	200/3	PNL H2		S. BAY
EXTERIOR	S. EXTERIOR LTS	20/1	41		X		42				

*PROVIDE LOCK-ON ATTACHMENT

PANEL SCHEDULE											
PANEL		H2	AMPS			100			GRD. BUS		YES
LOCATION		SW BAY	VOLTS			277/480			O.C.P. DEVICE		MLO
MOUNTING		SURFACE	PHASE			3			FED FROM		H1
			WIRE			4			REMARKS		
RM. NO.	LOAD DESCRIPTION		BRKR	CKT NO.	A	BUS B	C	CKT NO.	BRKR	LOAD DESCRIPTION	RM. NO.
SO BAY	OH DOORS	20/3	1		X			2	125/3	TRANSFORMER T2	S BAY
			3			X	4	6			
			5			X	6	8			
106	AIR COMPRESSOR	20/3	7	X				8			
			9			X		10			
			11				X	12			
			13	X				14			
			15			X		16			
			17				X	18			
			19	X				20			
			21			X		22			
			23				X	24			
			25	X				26			
27			X		28						
29				X	30						

PANEL SCHEDULE											
PANEL	L1	AMPS	100	GRD. BUS				YES			
LOCATION	NW BAY	VOLTS	120/208	O.C.P. DEVICE				100AMP M/B			
MOUNTING	SURFACE	PHASE	3	FED FROM				T1			
		WIRE	4	REMARKS							
RM. NO.	LOAD DESCRIPTION	BRKR	CKT NO.	A	BUS B	C	CKT NO.	BRKR	LOAD DESCRIPTION	RM. NO.	
TRACKS	RECEPTACLES	20/1	1	X			2	20/1	RECEPTACLES		
TRACKS	RECEPTACLES	20/1	3		X		4	20/1	RECEPTACLES		
W. DOORS	RECEPTACLES	20/1	5			X	6	20/1	RECEPTACLES		
W. DOORS	RECEPTACLES	20/1	7	X			8	20/1	RECEPTACLES		
N.DOORS	RECEPTACLES	20/1	9		X		10	20/1	RECEPTACLES		
N.DOORS	RECEPTACLES	20/1	11			X	12	20/1	RECEPTACLES		
			13	X			14	20/1	RECEPTACLES		
			15		X		16				
			17			X	18				
			19	X			20				
			21		X		22				
			23			X	24				
			25	X			26				
			27		X		28				
			29			X	30				
			31	X			32				
			33		X		34				
			35		X		36				
			37	X			38				
			39		X		40				
			41			X	42				

PANEL SCHEDULE											
PANEL	L2	AMPS	200				GRD. BUS	YES			
LOCATION	SW BAY	VOLTS	120/208				O.C.P. DEVICE	200AMP MB			
MOUNTING	SURFACE	PHASE	3				FED FROM	12			
		WIRE	4	REMARKS							
RM. NO.	LOAD DESCRIPTION	BRKR	CKT NO.	A	B	C	CKT NO.	BRKR	LOAD DESCRIPTION	RM. NO.	
105	FIRE ALARM	20/1	1	X			2	20/1	RECEPTACLES	106 N	
	SPARE	20/1	3		X		4	20/1	RECEPTACLES	102,3,4	
	SPARE	20/1	5			X	6	20/1	RECEPTACLES	102 N	
	SPARE	20/1	7	X			8	20/1	RECEPTACLES	102W	
	SPARE	20/1	9		X		10	20/1	LIGHTS	102	
	SPARE	20/1	11			X	12	20/1	LIGHTS	103,4,5,6	
	SPARE	20/1	13	X			14	20/2	HEATER	104,106	
	SPARE	20/1	15		X		16				
103	SEWAGE EJECT.	20/1	17			X	18	20/2	HEATER	105	
			19	X			20				
			21		X		22	30/2	WATER HEATER	106	
			23			X	24				
			25	X			26	20/2	HEATER	103	
			27		X		28				
			29			X	30	20/2	HEATER	102 N	
			31	X			32				
			33		X		34	20/2	HEATER	102 S	
			35			X	36				
			37	X			38	20/1	RECEPTACLES	LOAD DOCK	
			39	X			40	20/1	RECEPTACLES	LOAD DOCK	
		41			X	42					



- GENERAL NOTES:**
- ALL UNPROTECTED CONDUIT BELOW 8'-0" TO BE RIGID STEEL EXCEPT ABOVE PANELS.
- KEYED NOTES:**
- 30 AMP/3 POLE DISCONNECT SWITCH FOR DOCK LEVELER. CONTROLS BY OTHERS.
 - 4#6 THHN WIRE.
 - JUNCTION BOX AT CEILING FOR DOOR MOTOR. MAKE CONNECTION FOR DOOR MOTOR.
 - 30 AMP/3 POLE FUSED DISCONNECT SWITCH AT CEILING FOR OVERHEAD DOOR MOTOR.
 - TYPICAL DATA OUTLET PROVIDE 4" SQ. BOX WITH 1-GANG COVER AND COMBINATION DATA/TEL OUTLET (CAT. 5E) PROVIDE CAT. 5E CABLE BACK TO TELEPHONE BACK BOARD.
 - PROVIDE 4"x4" PLYWOOD TELEPHONE BACK BOARD. PROVIDE 3/4" CONDUIT FROM EACH DATA OUTLET TO TELEPHONE BACK BOARD.
 - CONNECT SPRINKLER FLOW SWITCHES (4 EACH) TAMPER SWITCHES (5 EACH) AND PRESSURE SWITCHES (3 EACH) TO THE FIRE ALARM SYSTEM.
 - ALL WIRING TO ROOF EXHAUST FANS SHALL BE RIGID STEEL CONDUIT. ALL CONDUIT SHALL BE OUTSIDE THE BUILDING.

1 ELECTRICAL PLAN
E2.1 1/16" = 1'-0"

2 ENLARGED PLAN
E2.1 1/8" = 1'-0"

**NEW EAST WAREHOUSE FOR THE
DULUTH SEAWAY PORT AUTHORITY
DULUTH, MINNESOTA**

**ELECTRICAL
PLAN**

Sheet:
E2.1

**Damberg Scott
Gerzina Wagner
ARCHITECTS**

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

JOHN P. PILEGAARD
Registration No: 15006
Date: 7/18/01

Computer File Name:
G:\01062\1062E21.dwg

Project No: 01062
Date: 7/18/2001
Revised: