

*Attachment 2*

**Amendment to Agreement Between Ramsey County and Carl Bolander & Sons Co.  
For Hazardous Material Abatement, Demolition and Site Remediation—Former  
Twin Cities Army Ammunition Plant**

WHEREAS, Ramsey County ("County") and Carl Bolander & Sons Co., 251 Starkey Street, St. Paul, MN 55107 ("Contractor") entered into an Agreement dated February 7, 2012, for hazardous material abatement, demolition and site remediation services on a portion of the former Twin Cities Army Ammunition Plant or "TCAAP" ("Site") in Arden Hills, Minnesota ("Agreement"); and

WHEREAS, Sections 5.a. and b. of the Agreement provide that failure of the County to give the Contractor a Notice to Proceed by September 30, 2012, shall constitute a release of both parties from their obligations under the Agreement and an immediate termination of this Agreement, unless the parties reach agreement by September 30, 2012, on modifications to the Agreement due to a reduction in the amount of funding for the services described in the Agreement; and

WHEREAS, The parties have reached agreement on modifications to the Scope of Work, Project Timeline, and Contract Sum provisions of the Agreement;

Therefore, the parties agree to amend the Agreement as follows:

1. The Scope of Work is modified by adding the following as Section 2.c:  
"c. The parties have identified an alternate to the Scope of Work identified in **Exhibit C-Scope of Work** to the Agreement ("Alternate Scope"). The Alternate Scope includes modifications of the tasks set forth in **Exhibit C-Scope of Work** as follows: eliminates Task 3: Hazardous Materials Abatement for all Site Improvements except Building 502; eliminates Task 4: Demolition of all Site Improvements except Buildings 502 and 103; and reduces related Tasks 1 and 2 proportionately to these reductions in the Scope of Work.
2. Section 3.a. of the Agreement is modified by adding the following at the end of the first sentence: "and the Contract Sum for all of the Tasks included in the Alternate Scope is \$10,265,000.00".
3. Section 3.c. is modified by substituting the date of February 1, 2013, for the date of September 30, 2012.
4. Section 5.a. is modified by substituting the date of February 1, 2013, for the date of September 30, 2012, as the date by which the County must issue a Notice to Proceed.

**Amendment to Agreement Between Ramsey County and Carl Bolander & Sons Co.  
For Hazardous Material Abatement, Demolition and Site Remediation—Former Twin Cities Army  
Ammunition Plant**

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5. Section 5.b. is revised to read as follows:  
 "In the event that funding for all of the tasks set forth in **Exhibit C-Scope of Work** is not made available to the County by February 1, 2013, the County may, in its sole discretion, elect to give the Contractor Notice to Proceed for completion of the Alternate Scope at the Contract Sum set forth in Section 3.a. for the Alternate Scope. Upon giving such notice, the automatic termination provision set forth in Section 5.a. shall be suspended."
6. Section 18.c. is modified by substituting the date of February 1, 2013, for the date of September 30, 2012.
7. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this Amendment on the last date written below.

**RAMSEY COUNTY**

**CARL BOLANDER & SONS CO.**

\_\_\_\_\_  
 Rafael E. Ortega, Chair  
 County Board of Commissioners

By: Mark R Ryan  
 Print Name: MARK E RYAN  
 Title: PRESIDENT

\_\_\_\_\_  
 Bonnie Jackelen, Chief Clerk  
 County Board of Commissioners

Date: \_\_\_\_\_

Date: 9-18-12

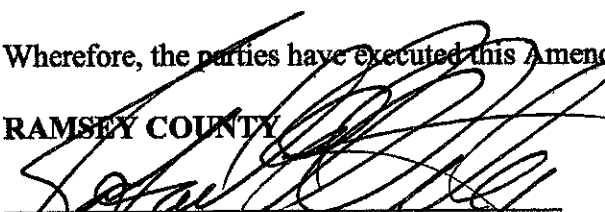
Approved as to form:

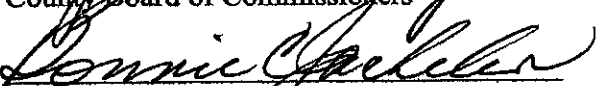
\_\_\_\_\_  
 Assistant County Attorney

5. Section 5.b. is revised to read as follows:  
 "In the event that funding for all of the tasks set forth in **Exhibit C-Scope of Work** is not made available to the County by February 1, 2013, the County may, in its sole discretion, elect to give the Contractor Notice to Proceed for completion of the Alternate Scope at the Contract Sum set forth in Section 3.a. for the Alternate Scope. Upon giving such notice, the automatic termination provision set forth in Section 5.a. shall be suspended."
6. Section 18.c. is modified by substituting the date of February 1, 2013, for the date of September 30, 2012.
7. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this Amendment on the last date written below.

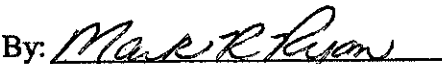
RAMSEY COUNTY

  
 Rafael E. Ortega, Chair  
 County Board of Commissioners

  
 Bonnie Jackelen, Chief Clerk  
 County Board of Commissioners

Date: 9/25/12

CARL BOLANDER & SONS CO.

By:   
 Print Name: MARK R. RYAN  
 Title: PRESIDENT

Date: 9-18-12

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Approved as to form:

  
 Assistant County Attorney

**Second Amendment to Agreement Between Ramsey County  
and Carl Bolander & Sons Co.  
For Hazardous Material Abatement, Demolition and Site Remediation—Former  
Twin Cities Army Ammunition Plant**

WHEREAS, Ramsey County, Minnesota, a political subdivision of the State of Minnesota, 15 West Kellogg Boulevard, St. Paul, MN 55102 (“County”) and Carl Bolander & Sons Co., 251 Starkey Street, St. Paul, MN 55107 (“Contractor”) executed the Agreement Between Ramsey County and Carl Bolander & Sons Co. For Hazardous Material Abatement, Demolition and Site Remediation—Former Twin Cities Army Ammunition Plant on February 7, 2012, for services to be completed on the portion of the former Twin Cities Army Ammunition Plant or “TCAAP” (“Site”) in Arden Hills, Minnesota (“Agreement”); and

WHEREAS, the County and the Contractor entered into the Amendment to Agreement Between Ramsey County and Carl Bolander & Sons Co. For Hazardous Material Abatement, Demolition and Site Remediation—Former Twin Cities Army Ammunition Plant on September 25, 2012 (“Amendment”), which, among other modification, substituted February 1, 2013, for September 30, 2012 as the date by which the County must issue the Notice to Proceed to the Contractor; and

WHEREAS, the County and the Contractor desire and intend that (1) the Contractor commence work to complete specified preliminary planning and other tasks as set forth in this Second Amendment prior to the date by which the County must issue the Notice to Proceed to the Contractor; and (2) the date of April 15, 2013, replace the date February 1, 2013, as the date by which the County must issue the Notice to Proceed to the Contractor;

NOW THEREFORE, based upon the above Recitals, which are incorporated in and made part of the Second Amendment, and in return for good and valuable consideration described in this Second Amendment, the County and the Contractor hereby amend the Agreement as follows:

1. Section 1 is modified to add: “EXCEPT AS OTHERWISE PROVIDED HEREIN” at the beginning of the capitalized portion of Section 1.
2. Section 3.c. of the Agreement is modified by substituting the date of April 15, 2013, for the date of February 1, 2013.
3. Section 5.a. of the Agreement is modified by substituting the date of April 15, 2013, for the date of February 1, 2013.

4. Section 5.a. of the Agreement is amended to authorize the Contractor to perform the following tasks, including all communications, project management activities, and associated costs, prior to the date by which the County must issue the Notice to Proceed to the Contractor ("Pre-Notice Tasks"):
  - a. Prepare and submit new Application for participation in the Minnesota Pollution Control Agency ("MPCA") Voluntary Investigation and Cleanup ("VIC") Program and Petroleum Brownfield Program ("PBP") for the Site. This task includes MPCA VIC and PBP oversight costs relating to the tasks in this Section 4.
  - b. Perform a Phase I Environmental Site Assessment for the Site in conformance with the scope and limitations of ASTM Practice E 1527-05 and in accordance with the All Appropriate Inquiry Rule, 40 C.F.R. Part 312; provide the draft Phase I Environmental Site Assessment Report ("Report") to the County for review and comment prior to submission to the MPCA; and submit the final, County-approved report to the MPCA.
  - c. Prepare a Proposed Actions Letter for review and approval by the County and submit the County approved Proposed Actions Letter to the MPCA for purposes of seeking No Association Determinations for the County and the Contractor with respect to the identified release of hazardous substances at the Site.
  - d. Prepare the Project Schedule and Plan as provided in Section 5.c. of the Agreement for review and approval by the County.
  - e. Prepare a Construction Stormwater Pollution Prevention Plan ("SWPPP") to address all the Contractor's activities at the Site in full compliance with all applicable federal, Minnesota and local requirements for review and approval by the County, and submit the County approved SWPPP to the MPCA for approval.
  - f. Prepare the Construction Contingency Plan ("CCP") for review and approval by the County, and submit the CCP to the MPCA for approval.
5. The Contractor will be compensated by the County for completion of the Pre-Notice Tasks on a time and materials basis in accordance with the Schedule attached hereto as Exhibit A, which is incorporated in and made part of this Second Amendment; provided however, that such compensation shall not exceed the following amounts for each task:

| <b>Pre-Notice Task</b>            | <b>Not-To-Exceed Cost</b> |
|-----------------------------------|---------------------------|
| 4.a MPCA VIC/PBP Applications     | \$15,000                  |
| 4.b Phase I ESA                   | \$6,000                   |
| 4.c Proposed Actions Letter       | \$1,000                   |
| 4.d Project Schedule and Plan     | \$5,000                   |
| 4.e Project Management Activities | \$10,000                  |
| 4.f Prepare "CCP" to QAPP         | \$5,000                   |

All MPCA VIC Program PBP costs are included in the amounts stated above, and will be billed to the County at actual cost and without markup.

6. The County will make payment to the Contractor for the Pre-Notice Tasks in the manner provided in the Agreement. In the event that the County issues the Notice to Proceed to the Contractor, all amounts paid to the Contractor pursuant to this Second Amendment for the Pre-Notice Tasks and MPCA VIC/PBP costs shall be applied as a credit in favor of the County against the Contract Sum set forth in Section 3.a of the Agreement and such payments shall not modify the Contract Sum.
7. The Contractor shall complete the Pre-Notice Tasks within sixty (60) calendar days of the date of execution of this Second Amendment.
8. Section 5.b of the Agreement is modified by substituting the date of April 15, 2013, for the date of February 1, 2013.
9. Section 5.d of the Agreement is deleted.
10. Section 6 of the Amendment, which the Parties agree was intended to substitute the date of February 1, 2013, for the date of September 30, 2012 in Section 18.d of the Agreement (as opposed to Section 18.c of the Agreement) is modified to substitute the date of April 15, 2013, for the date of February 1, 2013.
11. Without modifying the Contract Sum set forth in Section 3.a of the Agreement, Task 4 of Exhibit C-Scope of Work to the Agreement shall be separated into two parts, Task 4.a "Demolition" and Task 4.b "Processing" as follows:

**Task 4a: Demolition**

The Contractor will develop work plans and obtain the necessary regulatory approvals and permits for demolition of all Site Improvements and complete the demolition of the Site Improvements.

**Task 4b: Processing**

The Contractor will transport and crush all removed bituminous and concrete to Class 5 recycled aggregate specifications; stockpile it in a location or locations acceptable to the County; and make the class 5 material available to the County for use at the Site at a per-ton cost of \$3.75 if the County wants all of the class 5 materials and \$4.25 if the County wants only a portion of the class 5 materials, or upon notice from the County to do so, remove the aggregate from the Site within sixty (60) days after Substantial Completion.

12. Section 3.a.2.5 of Appendix 11 to Exhibit A of the Agreement is deleted in its entirety and the following language is substituted:  
"The County shall purchase a project specific contractor's pollution policy covering the operations of the Contractor and subcontractors. The policy limits and conditions will be determined by the County. The Contractor or its subcontractors are responsible for any deductible under the policy."
13. The first sentence of Section 3.a. of the Agreement is modified to read as follows:  
"The County's total obligation ("Contract Sum"), including compensation for all services and reimbursable expenses for all of the Tasks set forth in Exhibit C-Scope of Work is \$20,540,000.00, and the Contract Sum for all of the Tasks included in the Alternate Scope is \$10,145,000.00."
14. Except as amended herein, the terms of the Agreement, as modified by the Amendment, shall remain in full force and effect.

Wherefore, the parties have executed this Second Amendment on the last date written below.

RAMSEY COUNTY

CARL BOLANDER & SONS CO.

Julie Kleinschmidt By: Mark R. Ryan  
Julie Kleinschmidt, County Manager Print Name: Mark R. Ryan  
Title: President

Date: 1/29/13 Date: 1/29/13

Approval recommended:

Heather M. Worthington  
Heather Worthington, Deputy County Manager

Approved as to form:

Paul B. Zuber  
Assistant County Attorney



**Exhibit A****Pricing Schedule and T&M Rates**

| <b>Item</b>            | <b>Description</b>            | <b>Quantity</b> | <b>Units</b> | <b>Unit Price</b>  | <b>Extension</b> |
|------------------------|-------------------------------|-----------------|--------------|--------------------|------------------|
| 4.a                    | MPCA VIC/PBP Applications     | 1               | LS           | \$15,000.00        | \$15,000.00      |
| 4.b                    | Phase I ESA                   | 60              | HR           | \$100.00           | \$6,000.00       |
| 4.c                    | Proposed Actions Letter       | 10              | HR           | \$100.00           | \$1,000.00       |
| 4.d                    | Project Schedule and Plan     | 50              | HR           | \$100.00           | \$5,000.00       |
| 4.e                    | Project Management Activities | 100             | HR           | \$100.00           | \$10,000.00      |
| 4.f                    | Prepare "CCP" to QAPP         | 50              | HR           | \$100.00           | \$5,000.00       |
| <b>TOTAL FOR ABOVE</b> |                               |                 |              | <b>\$42,000.00</b> |                  |

Project management tasks to be tracked on a T&M basis, by the hour.

For work under the limited notice to proceed Project Management Fees are \$100.00/hour.

The amount listed above shall not be exceeded under the limited notice to proceed.

The MPCA VIC/PBP Applications Item will be billed by Invoice.

**Third Amendment to Agreement Between Ramsey County  
and Carl Bolander & Sons Co.  
For Hazardous Material Abatement, Demolition and Site Remediation—Former  
Twin Cities Army Ammunition Plant**

WHEREAS, Ramsey County, Minnesota, a political subdivision of the State of Minnesota, 15 West Kellogg Boulevard, St. Paul, MN 55102 (“County”) and Carl Bolander & Sons Co., 251 Starkey Street, St. Paul, MN 55107 (“Contractor”) executed the Agreement Between Ramsey County and Carl Bolander & Sons Co. For Hazardous Material Abatement, Demolition and Site Remediation—Former Twin Cities Army Ammunition Plant on February 7, 2012, for services to be completed on the portion of the former Twin Cities Army Ammunition Plant or “TCAAP” (“Site”) in Arden Hills, Minnesota (“Agreement”); and

WHEREAS, The County and the Contractor entered into an Amendment to the Agreement on September 25, 2012, which, among other modifications, substituted February 1, 2013, for September 30, 2012 as the date by which the County must issue the Notice to Proceed to the Contractor; and

WHEREAS, The County and the Contractor entered into the Second Amendment to the Agreement on January 29, 2013 which authorized the Contractor to commence work to complete specified preliminary planning and other tasks as set forth in the Second Amendment prior to the date by which the County must issue the Notice to Proceed to the Contractor; and substituted the date of April 15, 2013, for February 1, 2013, as the date by which the County must issue the Notice to Proceed to the Contractor; and

WHEREAS, the County issued the Notice to Proceed to the Contractor effective on April 15, 2013, directing the Contractor to proceed with all Tasks set forth in Exhibit C-Scope of Work of the Agreement and Contingency Task 1 (Remediation of Site to Residential SRVs) as set forth in Exhibit D-Contingency Tasks to the Agreement.

NOW THEREFORE, based upon the above Recitals, which are incorporated in and made part of this Third Amendment to the Agreement, and in return for good and valuable consideration described in this Third Amendment to the Agreement, the County and the Contractor hereby amend the Agreement as follows:

1. The Scope of Work under the Agreement is amended to include all Tasks set forth in Exhibit C-Scope of Work of the Agreement and Contingency Task 1 (Remediation of Site to Residential SRVs) set forth in Exhibit D-Contingency Tasks to the Agreement.

2. The County reserves the right under Section 2.b of the Agreement to add one or more Contingency Tasks to the project Scope of Work during the term of the Agreement in return for the additional consideration identified in Section 3.b of the Agreement.
3. The first sentence of Section 3.a. of the Agreement is modified to read as follows:  
"The County's total obligation ("Contract Sum"), including compensation for all services and reimbursable expenses for all of the Tasks set forth in Exhibit C- Scope of Work to the Agreement and Contingency Task 1 of Exhibit D- Contingency Tasks to the Agreement is \$22,525,000.00.

Except as amended herein, the terms of the Agreement, as modified by the Third Amendment to the Agreement, shall remain in full force and effect.


WHEREFORE, the parties have executed this Third Amendment to the Agreement on the last date written below.

RAMSEY COUNTY

  
\_\_\_\_\_  
Julie Kleinschmidt, County Manager

Date: 5/30/13

CARL BOLANDER & SONS CO.


By:   
\_\_\_\_\_  
Print Name: Timothy E. Gillen  
Title: CFO

Date: 5.16.13

Approval recommended:

  
\_\_\_\_\_  
Heather Worthington, Deputy County Manager

Approved as to form: \_\_\_\_\_

  
\_\_\_\_\_  
Assistant County Attorney

**SURETY RIDER**

To be attached to and form a part of

Bond No. 105904921

Type of Bond: Performance and Payment Bond

dated effective 4/22/2013  
(MONTH-DAY-YEAR)

executed by Carl Bolander & Sons Co.  
(PRINCIPAL)

as Principal,

and by Travelers Casualty and Surety Company of America

as Surety,


in favor of Ramsey County, Minnesota  
(OBLIGEE)


in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the bond amount from: \$20,540,000.00 to \$22,525,000.00.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 4/22/2013  
(MONTH-DAY-YEAR)

Signed and Sealed 5/16/2013  
(MONTH-DAY-YEAR)

Carl Bolander & Sons Co.  
(PRINCIPAL)  
By:   
(PRINCIPAL) Timothy E. Gillen, CFO

Travelers Casualty and Surety Company of America  
(SURETY)  
By:   
(ATTORNEY-IN-FACT) Mark W. Edwards, II