



# REQUEST FOR RAMSEY COUNTY BOARD ACTION

10.5

Type of Agenda:     Policy                       Consent                       Public Hearing  
                            Administrative             Information                 Ordinance

Requesting Department: **County Manager**

Committee: \_\_\_\_\_

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

Committee: \_\_\_\_\_

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

County-Wide Ramifications

Board Meeting Date: **09/25/2012**

or

Affected Commissioner District(s) #: \_\_\_\_\_

Board Meeting Date: \_\_\_\_\_

## **SUBJECT Amendment of the Agreement with Carl Bolander & Sons Co. for Soil Remediation of TCAAP**

### **EXECUTIVE SUMMARY**

On November 15, 2011, by Resolution 2011-330, the Ramsey County Board of Commissioners approved an Offer to Purchase from the United States Government 430 acres of property on the former Twin Cities Army Ammunitions Plant (TCAAP) property. In June 2012, negotiations with the General Services Administration commenced to amend the Offer to Purchase. The General Services Administration and the County Manager have signed an extension of the rescission date of the Offer to Purchase document to December 31, 2012, to allow time to continue negotiations on the terms and conditions of that Agreement.

On February 7, 2012, by Resolution 2012-048, the County Board approved a fixed-price Agreement with Carl Bolander & Sons Co. for hazardous material abatement, demolition and site remediation of the 430 acres at the former TCAAP site in the City of Arden Hills.

The Agreement with Carl Bolander & Sons Co. expires September 30, 2012. Staff has negotiated an Amendment to that Agreement which extends the date for the County to give the contractor Notice to Proceed until February 1, 2013. Additionally the Amendment provides for an Alternate Scope of Work that provides for soil remediation on the entire site, but limits hazardous materials abatement and demolition to two buildings that must be removed in order to uncover soil remediation sites.

This Amendment to the Carl Bolander & Sons Co. Agreement reflects the soil remediation required by the Federal Government, but defers the majority of the hazardous material abatement and demolition activities. Total cost of the Alternate Scope of Work is \$10,265,000. Attached is a letter from Carl Bolander & Sons Co. outlining the Alternate Scope of Work.

### **ACTION REQUESTED**

1. Approve an Amendment to the Agreement Between Ramsey County and Carl Bolander & Sons Co., 251 Starkey Street, St. Paul, MN 55107, for Hazardous Material Abatement, Demolition and Site Remediation on the Former Twin Cities Army Ammunitions Plant, limiting the scope of work and reducing the price for that limited scope of work to \$10,265,000.
2. Extend the Notice to Proceed date to February 1, 2013.
3. Authorize the Chair and Chief Clerk to execute the Amendment to the Agreement.

***SUBJECT: Amendment of the Agreement with Carl Bolander & Sons Co. for Soil Remediation of TCAAP***

**ATTACHMENTS:**

1. Letter from Mark R. Ryan, President of Carl Bolander & Sons Co. dated September 6, 2012.
2. Amendment to Agreement Between Ramsey County and Carl Bolander & Sons Co. for Hazardous Material Abatement, Demolition and Site Remediation on the Former Twin Cities Army Ammunitions Plant.

**PREVIOUS ACTION:**

Resolution No. 2012-048 approved an agreement with the Carl Bolander & Sons Co. for Hazardous Material Abatement, Demolition and Site Remediation at the Former Twin Cities Army Ammunitions Plant in the amount of a fixed fee of \$20,660,000.

**COUNTY MANAGER COMMENTS:**

Resolution No. 2012-048 specified that the issuance of a Notice to Proceed with the Carl Bolander & Sons Co. Agreement is subject to approval by the Board. The original agreement expires on September 30, 2012. An amendment to the agreement that provides a significant Alternate Scope of Work and extends the outside date for issuance of the Notice to Proceed until February 1, 2013, requires Board approval.

**SUBJECT:** *Amendment of the Agreement with Carl Bolander & Sons Co. for Soil Remediation of the TCAAP*

<b>Originating Department Request – Authorized Signature</b>	<b>Date</b>
<i>Heather M. Worthington</i>	<i>9/20/12</i>

<b>Budgeting &amp; Accounting – Authorized Signature</b>	<b>Date</b>

<b>County Attorney – Authorized Signature</b>	<b>Date</b>
<i>Paul B. Jeter</i>	<i>9/19/12</i>

<b>Property Management – Authorized Signature</b>	<b>Date</b>

<b>Information Services – Authorized Signature</b>	<b>Date</b>

<b>Other – Authorized Signature</b>	<b>Date</b>

1 **DRAFT RESOLUTION**

2  
3 WHEREAS, On November 15, 2011, by Resolution 2011-330, the Ramsey County  
4 Board of Commissioners approved an Offer to Purchase, from the United States Government,  
5 430 acres of property on the former Twin Cities Army Ammunitions Plant (TCAAP) property;  
6 and

7  
8 WHEREAS, In June 2012, negotiations with the General Services Administration  
9 commenced to amend the Offer to Purchase; and

10  
11 WHEREAS, The General Services Administration (GSA) and the County Manager have  
12 signed an extension of the rescission date of the Offer to Purchase (OTP) document to  
13 December 31, 2012, to allow time to revisit the terms and conditions of that agreement; and

14  
15 WHEREAS, On February 7, 2012, by Resolution No. 2012-048, the County Board  
16 approved a fixed-price Agreement with Carl Bolander & Sons Co. for Hazardous Material  
17 Abatement, Demolition and Site Remediation at the Former Twin Cities Army Ammunitions  
18 Plant, in the amount of \$20,660,000; and

19  
20 WHEREAS, The Agreement with Carl Bolander & Sons Co. will expire on September  
21 30, 2012; and

22  
23 WHEREAS, Staff has negotiated an Amendment to that Agreement which extends the  
24 date for the County to give the contractor Notice to Proceed until February 1, 2013; and

25  
26 WHEREAS, The Amendment also provides for an Alternate Scope of Work that  
27 provides for soil remediation on the entire site, but limits hazardous materials abatement and  
28 demolition to two buildings that must be removed to uncover soil remediation sites; and

29  
30 WHEREAS, Carl Bolander & Sons Co. has agreed to amend the existing contract to  
31 allow for a limited scope of work not to exceed \$10,265,000; Now, Therefore, Be It

32  
33 RESOLVED, The Ramsey County Board approves an Amendment to the Agreement  
34 Between Ramsey County and Carl Bolander & Sons Co., 251 Starkey Street, St. Paul, MN  
35 55107, for Hazardous Material Abatement, Demolition and Site Remediation on the Former  
36 Twin Cities Army Ammunitions Plant, limiting the scope of work and reducing the price for that  
37 limited scope of work to \$10,265,000; and Be It Further

38  
39 RESOLVED, The Board hereby extends the Notice to Proceed date to February 1,  
40 2013; and Be It Further

41  
42 RESOLVED, The Board authorizes the Chair and Chief Clerk to execute the  
43 Amendment to the Agreement on behalf of the County.  
44



*Attachment 1*

251 STARKEY ST. - P.O. BOX 7216  
SAINT PAUL, MINNESOTA 55107  
PHONE: (651) 224-6299 FAX: (651) 223-8197

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September 6, 2012

Mr. Greg Mack  
Ramsey County - Director of Parks and Recreation  
2015 North Van Dyke Street  
Maplewood, MN 55109-3796

Re: Agreement between Ramsey County and Carl Bolander & Sons, Co. / TCAAP Project

Dear Greg;

Subsequent to our discussion last Friday regarding the alteration of the Agreement dated February 6<sup>th</sup>, 2012, we would offer to amend the Project Timeline and to change the Scope of Work to reflect the Counties current objectives. As we understand these objectives are to reduce the amount of building demolition and site removals to lower cost of site acquisition. It is important to understand that while the overall cost of demolition & abatement is on the order of \$15 million, and soil remediation on the order of \$6 million, the most significant area of soil remediation, Building 502, cannot proceed without the most significant building demolition & abatement, as the soil contamination is beneath that building.

**Project Timeline:**

The document states that the County will issue a Notice to Proceed no later than September 30, 2012. Carl Bolander & Sons, Co. hereby extends the Notice to Proceed date to no later than February 1, 2013.

The original schedule noted completing the stadium footprint within 9 months, and the completion of all other areas within 30 months. We would still propose to complete the entire project within 30 months without a milestone completion for the stadium site.

**Scope of Work / Exhibit C:**

Task 1: Project Management – Duration of time reduced due to decrease in scope.

Task 2: Clearing, Grubbing, Reseeding and Stabilization – Area reduced due to decrease in scope.

Task 3: Hazardous Materials Abatement – This will only include the abatement required for demolition of Building 502 which is the largest single abatement on the property.

Task 4: Demolition – We will be demolishing Building 502 and Building 103 to gain access to contaminated and PCB soils. Building 502 is in excess of 268,000 s.f. Building 103 is a concrete slab. We will not be crushing on site. We will stockpile the concrete to be crushed at a later time under another contract.

Task 5: Liability Assurances – We will provide assurances as per original task, unless the Agencies restrict us due to events or actions beyond our control.

Task 6: Investigation / Preparation of RAPs and Related Documents – As per original task dated 2/6/2012.

September 6, 2012  
Mr. Greg Mack  
Page 2

Task 7: Implementation of RAPs – As per original task dated 2/6/2012.

Items that we will fully complete under this proposal:

- Remediation of all Contaminated and PCB soils.
- All laboratory fees for soil analysis.

Items that we will partially complete under this proposal:

- Bond and Insurance
- Supervision
- Mobilization
- Clearing and Grubbing
- Building Demolition
- Utility Disconnects for Demolished Structures
- Regulated Material Abatement
- Erosion Control
- Final Stabilization
- Engineering Oversight
- VIC Program Fees

Items that we will not be performing under this proposal:

- Railroad Track Removal and Disposal
- Fence Removal
- Steam / Condensate Removal
- Storm Sewer Removal
- Sanitary Pipe Removal
- Water Pipe Removal
- Pavement Removal
- On Site Crushing of Asphalt and Concrete
- Original Excluded Tasks from Exhibit C
- Contingency Tasks as Noted on Exhibit D

**Contract Sum:** The original contract sum dated 2/6/2012 is \$20,660,000.00. The revised contract sum due to reducing scope of work is \$10,265,000.00.

Please contact me if you have any questions.

Sincerely,



Mark R. Ryan  
President

## **Exhibit C**

### **Scope of Work**

The Contractor will provide all labor, materials, equipment, professional and other services, and all laboratory analyses necessary to complete the following tasks, in return for the Contract Sum stated in the Agreement between the County and the Contractor.

#### **Task 1: Project Management**

The objective of the project management activities is to efficiently carry out the Scope of Work in accordance with the Project Timeline set forth in Section 5 of the Agreement ("Project Timeline"). Key principles include commitment to the Project Timeline; close and ongoing coordination with County staff, regulators, other consultants and the County's legal counsel; and timely and accurate data and reports. Specific examples of required project management activities include the following:

- a. **Weekly Progress Reports.** The Contractor will prepare weekly written progress reports in a form acceptable to the County that identify: (a) progress on all tasks identified in the Scope of Work and in the Contractor's approved work plans; (b) any significant interim findings; and (c) any problems or conflicts that may prevent the completion of any task(s) in accordance with the Project Timeline. Written progress reports will be submitted on the same day each week commencing one week after the Agreement is signed, and will be transmitted electronically to the person(s) designated by the County.
- b. **Meetings.** The Contractor will participate in meetings with the County, regulatory staff, County consultants, other stakeholders and legal counsel as necessary to successfully complete the Project Tasks in accordance with the Project Timeline.

#### **Task 2: Clearing, Grubbing, Reseeding and Stabilization**

The Contractor is responsible for all clearing and grubbing required for completion of hazardous materials abatement, demolition, investigation and remediation, and all other tasks required by the Scope of Work. Unless directed otherwise by the County, the Contractor will also be responsible for stabilizing and reseeded all areas of soil disturbed as part of the tasks to be performed under the Scope of Work.

#### **Task 3: Hazardous Materials Abatement**

The Contractor will survey the buildings, floor slabs, footings and foundations, utilities, below-grade steam, sanitary and storm sewer pipes and water mains (exclusive of those forming part of the groundwater treatment systems), roads, railroad tracks, fencing, parking lots and other improvements remaining on the Site (collectively, "Site Improvements") to identify the presence of petroleum, asbestos, lead, PCBs, hazardous substances, hazardous wastes, pollutants, contaminants and other regulated materials ("Hazardous Materials") in, on or in soil adjacent to the Site Improvements; abate the Hazardous Materials associated with the Site Improvements; and arrange for all handling,

transportation and disposal of the abated Hazardous Materials in compliance with applicable federal, state and local statutes, rules and regulations.

**Task 4: Demolition**

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

**Task 5: Liability Assurances**

The Contractor will assist and support the County's legal counsel in seeking issuance of liability assurances from the Minnesota Pollution Control Agency ("MPCA") and the United States Environmental Protection Agency ("U.S. EPA"), including, as appropriate, a Commissioner's Certificate of Completion, No Action Letter, No Association Determination, Leak Site Closure Letter, General Liability Letter, and other liability assurances or agreements available with respect to the identified releases of Hazardous Materials at the Site ("Assurance"). The County, with assistance from the Contractor, will request issuance by the MPCA of a Commissioner's Certificate of Completion for the Site, but at a minimum, will obtain a No Action Letter, addressing the identified releases of hazardous substances at, under and emanating from the Site. The Contractor will also obtain a No Association Determination with respect to the identified releases to affected media at the Site in favor of the County, prior to its acquisition of the Site. The Contract Sum includes payment of all MPCA Voluntary Investigation and Cleanup Program ("VIC") and Petroleum Brownfield Program ("PBP") administrative assistance fees and other costs necessary to obtain the Assurances.

**Task 6: Investigation/Preparation of RAPs and Related Documents**

The Contractor will complete any additional investigation of the Site, including but not limited to, investigation of the areas shown on Exhibit E-Site Map to the Agreement, known to exceed the MPCA commercial/industrial Tier II SRVs ("Tier II SRVs), to the extent necessary to allow preparation of a Response Action Plan ("RAP") or Plans ("RAPs") and other project documents, including, but not limited to a Site Health and Safety Plan ("HASP"), Quality Assurance Project Plan ("QAPP") and Field Sampling Plan ("FSP"), required to remediate the Site (except groundwater) to meet Tier II SRVs and obtain the Assurances. As directed by the County, the Contractor will complete any necessary investigation and develop a RAP or RAPs in a staged manner in accordance with the Project Timeline, Section 5. of the Agreement. All investigation plans, RAPs and other project documents prepared as part of this task are subject to review and approval by the County and submission to and approval by the MPCA, with concurrence by the U.S. EPA, and must comply with all applicable federal and state statutes, rules and regulations.



### **Task 7: Implementation of RAPs**

The Contractor will implement the RAPs necessary for issuance of the Assurances, and will evaluate sampling data and waste characterization, oversee transport and disposal activities associated with the RAPs, and prepare and submit for approval by the County and the MPCA, with concurrence from the U.S. EPA, a final documentation report for each RAP. Included within this task is abandonment or surface reconstruction (at grade or other surface configuration) of all monitoring wells to the extent permitted by the MPCA, with concurrence from the U.S. EPA and the United States Army. The locations of monitoring wells present at the Site are shown in **Exhibit E--Site Map** to the Agreement.

### **EXCLUDED TASKS**

The following tasks are specifically excluded from this Scope of Work and the Contract Sum:

Investigation and remediation of any "Unknown Environmental Conditions," as provided in Section 26 of **Appendix 1-Offer to Purchase to Exhibit A-County RFP** to the Agreement.

Retained liabilities of the United States Government, as provided in Section 29 of **Appendix 1-Offer to Purchase to Exhibit A-County RFP** to the Agreement.

Site restoration or construction fill (with the exception of reseeded and stabilization of areas of the Site disturbed by the Contractor in performing this Scope of Work).

Clearing and grubbing of the Site beyond that required to perform the Scope of Work.

Reconstruction, redesign, reconfiguration or maintenance of the Xcel-owned electrical utility infrastructure.

Civil engineering design of proposed construction improvements at the Site.

Design or construction of vapor intrusion controls for proposed construction improvements at the Site.

Construction permits associated with the proposed construction improvements at the Site.

Any wetland mitigation that may be required at the Site.

## **Exhibit D Contingency Tasks**

Upon request by the County, the successful proposer will provide all labor, materials, equipment and professional and other services, and all laboratory analyses, necessary to complete the following Contingency Tasks, in return for the amounts stated in a Change Order to the Agreement between the County and the Contractor. The cost of performing the Contingency Tasks, as may be directed by the County, is in addition to the Contract Sum.

### **Contingency Task 1: Remediation of Site to Residential SRVs**

Upon request, the Contractor will complete remediation of Site (except groundwater) to meet MPCA Residential SRVs.

### **Contingency Task 2: Replacement and Reconfiguration of Groundwater Treatment System Piping**

Upon request, the Contractor will provide reconstruction, redesign, reconfiguration and replacement of the piping associated with the existing groundwater remediation systems operated by the Army (see **Exhibit E-Site Map** for location of the groundwater extraction trench/wells, well houses, force mains, and treatment plants and piping) and to obtain approval from the MPCA, the U.S. EPA and the Army for any changes made to the system. The proposed relocation design would accommodate the County's needs within reasonable constraints.

### **Contingency Task 3: Replacement of Monitoring Wells**

Upon request, the Contractor will replace one or more of the existing Unit 3 (sand aquifer) and Unit 4 (bedrock aquifer) monitoring wells, as dictated by regulatory requirements. Monitoring wells will not be replaced simply for construction convenience. The objective is to obtain authorization from the regulatory agencies to reduce the size of the existing monitoring network on the Site.

### **Contingency Task 4: Site Preparation and Construction Support**

The Contractor will provide environmental consulting support to the County prior to and through completion of construction of the stadium, roads and related infrastructure on the Site. This task will include: developing, obtaining MPCA approval for, and fully implementing a Construction Contingency Plan ("CCP") to address releases of Hazardous Materials encountered during Site preparation and construction of the stadium, roads and related infrastructure that were not identified during Site investigation activities; coordination (i.e., construction assistance) and integration of the RAP and CCP activities into Site redevelopment activities of the construction contractor(s) for the stadium, roads and related infrastructure; field engineering, including oversight of the RAP and CCP activities; wetland delineation on the Site; developing and implementing stadium-related construction storm water and erosion control measures; and obtaining all required permits associated with storm water and erosion control.

**Contingency Task 5: EIS Support**

The Contractor will provide environmental support to the County for the environmental review associated with anticipated construction of the stadium, roads and related infrastructure on the Site. (The environmental review will be conducted by another contractor under a separate contract.) This task includes, but is not limited to, the following activities: technical support to the environmental review team for scoping the environmental impacts from Hazardous Materials present on the Site and assessing those having the potential for having significant environmental impact, if any, through the Environmental Impact Statement ("EIS") process; technical support regarding issues to be addressed in the EIS regarding land use controls as described in the Land Use Control Remedial Design for Operable Unit 2 ("LUCRD") listed in Appendix 5-Reference Materials to the RFP; development of environmental mitigation measures related to Hazardous Materials present on the Site for incorporation in EIS; drafting associated with the above activities; and, at the direction of the County, internal and external communications and participation in public meetings associated with the environmental review process.

**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;

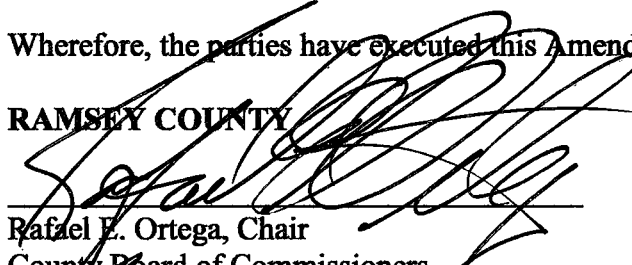
Therefore, the parties agree to amend the Agreement as follows:

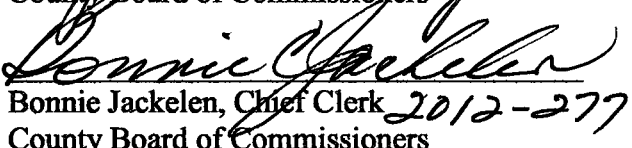
1. The Scope of Work is modified by adding the following as Section 2.c:  
“c. The parties have identified an alternate to the Scope of Work identified in **Exhibit C-Scope of Work** to the Agreement (“Alternate Scope”). The Alternate Scope includes modifications of the tasks set forth in **Exhibit C-Scope 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.

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

2012 - 277

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**

**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