



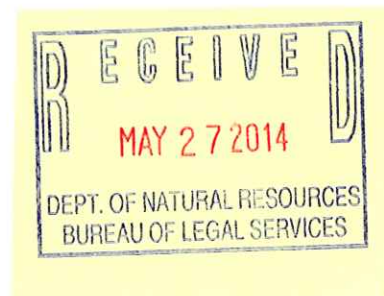
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

May 21, 2014

Lacey L. Cochart
Attorney, Bureau of Legal Services
Wisconsin Department of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, WI 53707-7921

Steven C. Nadeau
Partner, Environmental Practice Group
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, MI 48226-3506



Re: Legacy Act Project Agreement

Dear Lacey and Steve:

I am pleased to enclose a fully executed, original of the Legacy Act Project Agreement for the Lower Menominee River Tyco (formerly Ansul) Site.

Very truly yours,

A handwritten signature in blue ink that reads "Susan W. Prout".

Susan W. Prout
Associate Regional Counsel

enclosure

GREAT LAKES LEGACY ACT PROJECT AGREEMENT
BETWEEN

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
TYCO FIRE PRODUCTS LP AND WISCONSIN DEPARTMENT OF NATURAL
RESOURCES

FOR

REMEDIAL ACTION AND RESTORATION OF THE
LOWER MENOMINEE RIVER TYCO (FORMERLY ANSUL) SITE

The United States Environmental Protection Agency (U.S. EPA), represented by the Great Lakes National Program Office (GLNPO), Wisconsin Department of Natural Resources (WDNR), and Tyco Fire Products LP (the Non-Federal Sponsors), are entering into this Project Agreement (Agreement) to conduct Remedial Action and Restoration of Portions of the Menominee River, Marinette, Wisconsin, as more fully described in this Agreement (the Project).

The Project, as defined in Paragraph 1.g of this Agreement, is a qualified project under the Great Lakes Legacy Act (GLLA), codified as amended at 33 U.S.C. § 1268(c)(12). The Lower Menominee River Ansul Site is part of the Menominee River Area of Concern, and the Project is to be carried out within the Menominee River Area of Concern, which is wholly or partially within the United States. The Project will complete dredging to achieve the Final Remedial Action Objective of 20 ppm arsenic in sediments and semi-consolidated materials and placement of a sand/activated carbon residual cover over residuals exceeding 20 ppm arsenic in the glacial till. This Project is based upon a remedial investigation/feasibility study, and an evaluation of remedial alternatives and remedial design activities conducted by the Non-Federal Sponsor Tyco. The Non-Federal Sponsors submitted an application to GLNPO for Remedial Action and Restoration of Portions of the Menominee River, Marinette, Wisconsin, dated December 18, 2013. The Project is described more completely in the attached Statement of Work.

Section 118(c)(12) of the GLLA, 33 U.S.C. § 1268(c)(12), pertains to the remediation of sediment contamination in Areas of Concern. Under Section 118(c)(12)(D)(iii), 33 U.S.C. § 1268(c)(12)(D)(iii), the Non-Federal Sponsors must enter into a written project agreement under which it agrees to carry out its responsibilities and requirements for the Project. Section 118(c)(12)(E), 33 U.S.C. § 1268(c)(12)(E), specifies the Non-Federal Sponsors' share of the cost of the Project, including, but not limited to: the value and types of any in-kind contribution of material or services that are integral to the Project and are to be provided by the Non-Federal Sponsors; limitations on the credit for any such in-kind contributions provided by the Non-Federal Sponsors; and the Non-Federal Sponsors' responsibility for 100% of the cost of long-term operation and maintenance of the Project.

This Agreement under the GLLA to remediate contaminated sediments will facilitate removing Beneficial Use Impairments and delisting an Area of Concern. The work under this Agreement ties directly to U.S. EPA's Strategic Plan for 2011-2015, Goal 2 (Protecting America's Waters), Objective 2 (Protect and Restore Watersheds and Aquatic Ecosystems), and Strategic Measure 4 (Improve the Health of the Great Lakes), that includes remediation of 10.2 million cubic yards of contaminated sediments in the Great Lakes by 2015.

The Estimated Total Project Costs of the Project is \$26,400,000. The Non-Federal Sponsors share of the costs of the Project is 40%, and GLNPO's share of the costs of the Project is 60%.

GLNPO and the Non-Federal Sponsors have the authority and capability to perform as set forth in this Agreement and intend to cooperate in cost-sharing and financing of the Project according to the terms of this Agreement.

GLNPO and the Non-Federal Sponsors, in connection with this Agreement, desire to foster a "partnering" strategy and a working relationship through a mutually developed formal strategy of commitment and communication which creates an environment where trust and team work prevent disputes, foster a cooperative bond, and facilitate completion of a successful project.

NOW, THEREFORE, GLNPO and the Non-Federal Sponsors agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

1. For purposes of this Agreement:

- a. "Article" means a portion of this Agreement identified by roman numeral.
- b. "Estimated Total Project Costs" means \$26,400,000.
- c. "Fiscal year" means one fiscal year of GLNPO. The GLNPO fiscal year begins on October 1 and ends on September 30.
- d. "GLLA" means the Great Lakes Legacy Act, 33 U.S.C. § § 1268(c)(12), as amended.
- e. "In-kind contributions" means the value, as established by GLNPO, of Project related goods and services provided by the Non-Federal Sponsors that GLNPO determines are integral to the Project, including, but not limited to: construction and operation of Project elements, airspace for the disposal of dredged sediment in an excavated material disposal facility, construction materials, equipment, design or engineering services, laboratory services and staff charges.
- f. "Non-federal proportionate share" means the ratio of the Non-Federal

Sponsors' total cash and in-kind contribution required according to Paragraphs 5 and 19 of this Agreement to the total financial obligations for the Project, as projected by GLNPO.

g. "Paragraph" means a portion of this Agreement identified by Arabic numeral.

h. "Project" means work set forth in the Statement of Work, which is attached hereto and incorporated by reference, including the sediment remediation project which will result in the dredging, dewatering and disposal of approximately 40,000 cubic yards of arsenic contaminated sediment and the placement of residual sand/activated carbon cover over exposed glacial till with surficial arsenic concentrations above 20 ppm and shallow water and nearshore habitat restoration within the South Channel of the Project area in the Menominee River Area of Concern.

i. "Project period" means the time from the date the Project Agreement first becomes effective to the date that GLNPO notifies the Non-Federal Sponsors in writing of GLNPO's determination that the Project is complete and can be closed out or is otherwise terminated.

j. "Total Project Costs" means all costs incurred by the Non-Federal Sponsors and/or GLNPO according to this Agreement that are directly related to the work on the Project prior to any operation and maintenance costs. Subject to this Agreement, the term includes, but is not limited to: the value of the Non-Federal Sponsors' in-kind contributions; GLNPO's engineering and design costs during the Project; investigation costs to identify the existence and extent of hazardous substances; actual Project costs; GLNPO's costs of contract dispute settlements or awards; and audit costs pursuant to Paragraphs 33 and 34 of this Agreement. The term does not include any financial obligations for the operation and maintenance of the Project; or any costs of dispute resolution under Article VII of this Agreement.

ARTICLE II - OBLIGATIONS OF GLNPO AND THE NON-FEDERAL SPONSORS

2. Subject to receiving funds appropriated by the United States Congress, GLNPO shall conduct its assigned portions of the Project by applying those procedures usually applied to Clean Water Act projects, pursuant to federal laws, regulations, and policies.

3. Notwithstanding Paragraph 2, if the award of any contract for constructing the Project features would result in exceeding the Estimated Total Project Costs, GLNPO and the Non-Federal Sponsors shall defer award of that contract and all subsequent contracts for the Project until they mutually agree to amend this Agreement by increasing the Total Project Costs and proceed with further contract awards. Notwithstanding this general provision for deferring contract awards, GLNPO, after signing an amendment to this Agreement that has been negotiated in good faith with the Non-Federal Sponsors to increase the Total Project Costs, may award a contract or contracts after the Director of GLNPO determines in writing that the award

of the contract or contracts must proceed to demobilize personnel and equipment for the orderly wind down of the Project to comply with law or to protect human life or property.

4. By signing this Agreement, the Non-Federal Sponsor Tyco certifies that its financial management systems meet the following standards:

(1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities is made according to the financial reporting requirements of this Agreement.

(2) Accounting records. The Non-Federal Sponsor maintains records which adequately identify the source and application of funds provided for financially-assisted activities. These records contain information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

(3) Internal control. Effective control and accountability is maintained for all Project Agreement cash, real and personal property, and other assets. The Non-Federal Sponsor adequately safeguards all such property and assures that it is used solely for authorized purposes.

(4) Budget control. For each Project Agreement, the Non-Federal Sponsor compares actual expenditures or outlays with budgeted amounts. Financial information is related to performance or productivity data, including developing unit cost information whenever appropriate or specifically required in the Project Agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) Allowable cost. OMB cost Circular A-87 and the terms of this Agreement will govern in determining the reasonableness, allowability, and allocability of costs.

(6) Source documentation. The Non-Federal Sponsor's accounting records are supported by such source documentation as paid bills, payrolls, time and attendance records, contract award documents, etc.

5. The Non-Federal Sponsors shall contribute a share of the Total Project Costs, except as provided in Paragraph 19, as follows:

a. GLNPO will estimate, based on the information provided by the Non-Federal Sponsors and other information available to GLNPO, the Total Project Costs.

b. GLNPO will estimate the amount of cost share to be provided by the Non-Federal Sponsors, which may include in-kind contributions that are determined to be integral to the Project. In-kind contributions can include, but are not limited to the following:

(1) Lands;

(2) Equipment;

(3) Labor;

(4) Airspace for the disposal of dredged sediment; and

(5) Work or services performed by the Non-Federal Sponsors as set forth in the Statement of Work for the Project.

c. The Non-Federal Sponsors shall provide GLNPO with an estimate of the amount of cost share, if any, which it will provide through in-kind contributions.

d. If the amount of the in-kind contributions which the Non-Federal Sponsors projects to provide to the Project is less than 40% of the Total Project Costs, the Non-Federal Sponsors shall provide an additional cash contribution, pursuant to Paragraph 20, in the amount necessary to make its total contribution equal to 40% of total costs of the Project.

6. GLNPO shall perform a final accounting according to Paragraph 23 after work is completed on the Project to determine the value of the Non-Federal Sponsors' contributions under this Agreement to determine whether the Non-Federal Sponsors has met its financial obligations under GLLA.

7. The Non-Federal Sponsors shall not use federal program funds to meet any of its obligations for the Project under this Agreement.

8. The Non-Federal Sponsors certify that the Non-Federal Sponsors and, to its knowledge, any of its contractors who will execute work under this Agreement:

a. Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state or local ("public") transactions;

b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under Paragraph 8.b; and

d. Have not within the preceding three years had a public transaction terminated for cause or default.

9. The Non-Federal Sponsors will ensure that projects involving collection of environmental data (measurements or information that describe environmental processes;

location, or conditions; ecological or health effects and consequences; or the performance of environmental technology) meet the American National Standard Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs, ANSI/ASQC EPA-04--2004“ "Quality System Documentation" includes a Quality Management Plan (QMP), a Quality Assurance Project Plan (QAPP), or such other documentation which demonstrates compliance with ANSI/ASQEPA-04-E4-2004.

ARTICLE III - LANDS, EASEMENTS, AND PUBLIC LAW 91-646 COMPLIANCE

10. GLNPO, after consulting with the Non-Federal Sponsors, shall determine the lands, easements, or rights-of-way necessary for conducting the Project, including those necessary for the disposal of dredged or excavated material, or relocations, and those lands, easements, or rights-of-way that are subject to the navigation servitude. Before construction begins, the Non-Federal Sponsors shall acquire all lands, easements, or rights-of-way necessary for the construction, as set forth in the Statement of Work for the Project. Furthermore, before issuing the solicitation for each GLNPO contract for constructing or operating and maintaining the Project, or before GLNPO incurs any financial obligation for constructing or operating and maintaining the Project if it elects to perform with its contractors, the Non-Federal Sponsors shall acquire all lands, easements, or rights-of-way that GLNPO determines the Non-Federal Sponsors must provide for that work and shall authorize GLNPO to enter the lands, easements, or rights-of-way.

11. Until GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting pursuant to Paragraph 23, the Non-Federal Sponsors in a timely manner shall provide GLNPO the documents that are necessary for it to determine the value of any contribution provided pursuant to Paragraph 10. Upon receiving these documents, GLNPO shall afford credit for the value of the contribution according to Paragraph 5.

12. The Non-Federal Sponsors shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations at 49 C.F.R. Part 24, in acquiring lands, easements, or rights-of-way necessary for completing or operating and maintaining the Project, including those necessary for relocations, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with the Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS AND RELOCATIONS

13. The Non-Federal Sponsors shall receive credit according to Paragraph 5 for the value of the lands, easements, or rights-of-way that it provides pursuant to Article III. However, the Non-Federal Sponsors shall not receive credit for the value of any lands, easements, or rights-of-way that it provided previously for another federal project. The Non-Federal Sponsors also shall not receive credit for the value of lands, easements, or rights-of-way that were acquired or

provided using federal program funds.

14. For the sole purpose of affording credit according to this Agreement, the value of lands, easements, and rights-of-way, including those necessary for the borrowing of material, or the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined according to this Paragraph.

a. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement shall be the fair market value of the real property interests on the date the Non-Federal Sponsors authorizes GLNPO to enter the property. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of the real property interests at the time the interests are acquired.

b. General Valuation Procedure. Except as provided in Paragraph 14.c, the fair market value of lands, easements, or rights-of-way shall be determined according to Paragraph 14.b.i, unless a different amount is determined later to represent fair market value according to Paragraph 14.b.ii.

i. The Non-Federal Sponsors shall obtain, for that real property interest, an appraisal prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsors and GLNPO. The appraisal shall be prepared according to the applicable rules of just compensation, as specified by GLNPO. The fair market value shall be the amount in the Non-Federal Sponsors' appraisal, if GLNPO approves the appraisal. If GLNPO does not approve the Non-Federal Sponsors' appraisal, GLNPO may obtain an appraisal, and the fair market value shall be the amount in GLNPO's appraisal, if the Non-Federal Sponsors approve the appraisal. If the Non-Federal Sponsors do not approve GLNPO's appraisal, GLNPO, after consultation with the Non-Federal Sponsors, shall consider both parties' appraisals and shall determine the fair market value based on both appraisals.

ii. Where the amount paid or proposed to be paid by the Non-Federal Sponsors for the real property interest exceeds the amount determined pursuant to Paragraph 14.b.i, GLNPO, at the request of the Non-Federal Sponsors, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consulting with the Non-Federal Sponsors, may approve in writing an amount greater than the amount determined pursuant to Paragraph 14.b.i, but not to exceed the amount actually paid or proposed to be paid. If GLNPO approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsors, but no less than the amount determined pursuant to Paragraph 14.b.i.

c. Waiver of Appraisal. GLNPO may waive the requirement for an appraisal to determine the value of a real property interest for crediting purposes if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available

data. In such event, GLNPO and the Non-Federal Sponsors must agree in writing to the value of the real property interest in an amount not to exceed \$10,000.

d. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsors shall submit to GLNPO, prior to instituting the proceedings, a written notice of its intent to institute the proceedings and an appraisal of the specific real property interests to be acquired in the proceedings. GLNPO shall have 60 calendar days after receipt of the notice and appraisal to review the appraisal, if not previously approved by GLNPO in writing.

i. If GLNPO previously has approved the appraisal in writing, or if GLNPO provides written approval of, or takes no action on, the appraisal within the 60-day period, the Non-Federal Sponsors shall use the amount in the appraisal as the estimate of just compensation in instituting the eminent domain proceeding.

ii. If GLNPO provides written disapproval of the appraisal, including the reasons for disapproval, within the 60-day period, GLNPO and the Non-Federal Sponsors shall consult in good faith to resolve promptly the issues or areas of disagreement identified in GLNPO's written disapproval. If after good faith consultation, GLNPO and the Non-Federal Sponsors agree as to an appropriate amount, then the Non-Federal Sponsors shall use that amount as the estimate of just compensation in instituting the eminent domain proceeding. If after the good faith consultation, GLNPO and the Non-Federal Sponsors cannot agree on an appropriate amount, the Non-Federal Sponsors may use the amount in its appraisal as the estimate of just compensation in instituting the eminent domain proceeding.

iii. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted according to this Paragraph, fair market value shall be either the amount of the court award for the real property interests taken to the extent GLNPO determined such interests are necessary for constructing, operating, or maintaining the general navigation features, or the amount of any stipulated settlement or portion thereof that GLNPO approves in writing.]

ARTICLE V - PROJECT COORDINATION TEAM

15. To provide for consistent and effective communication, the Non-Federal Sponsors and GLNPO, not later than 30 business days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. The Project Coordination Team shall meet or talk regularly until the end of the Project period. GLNPO's Project Manager and a counterpart named by the Non-Federal Sponsors shall co-chair the Project Coordination Team.

16. GLNPO's Project Manager and the Non-Federal Sponsors counterpart shall keep the Project Coordination Team informed of Project progress and significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project

Coordination Team generally oversees.

17. Until Project completion, the Project Coordination Team shall generally oversee the Project including, but not necessarily limited to, matters related to design; plans and specifications; scheduling; real property, relocation, and removal requirements; real property acquisition; contract awards or modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations; GLNPO's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the management plan for proposed dredged or excavated material disposal; anticipated requirements for operating and maintaining the general navigation features; and other Project-related matters. The Project Coordination Team also shall generally oversee the coordination of Project schedules.

18. The Project Coordination Team may make recommendations to the Project Managers on Project-related matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. GLNPO and the Non-Federal Sponsors in good faith shall consider the recommendations of the Project Coordination Team. GLNPO and the Non-Federal Sponsors may accept or reject, in whole or in part, the Project Coordination Team's recommendations.

ARTICLE VI - METHOD OF PAYMENT

19. As of the effective date of this Agreement, the Estimated Total Project Costs are \$26,400,000, and the Non-Federal Sponsors' contributions required under Paragraph 5 is projected at \$10,560,000. The Non-Federal Sponsor WDNR's contribution will be a \$1 million cash contribution, and the Non-Federal Sponsor Tyco's contribution will be an estimated \$9,560,000 in in-kind services. These amounts are subject to adjustment by GLNPO and are not to be construed as the total financial responsibilities of GLNPO and the Non-Federal Sponsors if a modification to this Agreement is signed by GLNPO and the Non-Federal Sponsors that increases the Estimated Total Project Costs.

20. In providing its required share of the Total Project Costs required by Paragraph 5, the Non-Federal Sponsors WDNR, subject to receipt of funds appropriated by Wisconsin, and Tyco shall provide in-kind services and cash payments to the Project according to the provisions of this Paragraph.

a. Where the Non-Federal Sponsor is meeting its cost share requirements through in-kind costs, the Non-Federal Sponsor shall submit detailed documentation of the work it performs under this Project. The Non-Federal Sponsor shall provide GLNPO with quarterly reports beginning with the first full three-month period after the effective date of this Agreement. The quarterly report shall, at a minimum, include a summary of work accomplished by the Non-Federal Sponsor in the previous quarter on each element of the Project, a projected schedule for work and other milestones, and a discussion of costs incurred to date and percentage of the Non-Federal Sponsors costs paid by the Non-Federal Sponsors 'to date. For the Non-Federal Sponsors' portion of the costs, the costs shall be broken down into the following categories:

direct costs (personnel, contract, equipment) and indirect costs. This report shall also include detailed documentation of the Non-Federal Sponsors' in-kind costs incurred to meet its cost share requirement. Upon execution of the Project Agreement, the GLNPO Project Manager will provide the Non-Federal Sponsors with guidance concerning documentation of in-kind costs. If the Non-Federal Sponsors fail to submit a quarterly report GLNPO may send the Non-Federal Sponsors written notice and a request to submit the report. The Non-Federal Sponsors shall submit the quarterly report within 60 days of receiving the written notice from GLNPO. If the Non-Federal Sponsors fails to submit the quarterly report within 60 days following the written notice and request, GLNPO may disallow those in-kind costs incurred by the Non-Federal Sponsors during that three-month period and GLNPO will not count such costs toward the Non-Federal Sponsors' cost share requirement.

The Non-Federal Sponsors shall sign and submit the following certification with each quarterly report:

I, [insert name of person], [insert name of company] certify that I reviewed all the invoices that are being claimed for the in-kind cost share of the [insert name] GLLA project. I verified the work prior to paying the invoices. I have also verified that these invoices have been paid. I certify under penalty of law that I have examined and am familiar with the documents and information which support the statements made in this certification. Based on my inquiry of those individuals with primary responsibility for obtaining the information, I certify that the statements are, to the best of my knowledge and belief, true and complete. I am aware that there are significant penalties for knowingly submitting false statements and information, including the possibility of fines or imprisonment pursuant to 18 U.S.C. §§ 1001 and 1341.

b. Since the Non-Federal Sponsor WDNR is meeting its cost share requirements of \$1 million through a cash payment/contribution, WDNR shall pay in the manner outlined in Paragraph 24, below on or about August 1, 2014, and within 30 days of an invoice provided to the Non-Federal Sponsor by the GLNPO Project Manager. The Non-Federal Sponsor's sole financial obligation under this Project Agreement is \$1 million.

21. If at any time GLNPO determines that an increase in the Total Project Costs is necessary to complete the Project and additional funds or in-kind contributions will be needed from the Non-Federal Sponsors to cover the non-federal proportionate share of the increased Total Project Costs, GLNPO shall notify the Non-Federal Sponsors in writing of the additional funds required and shall explain why they are required. If the parties sign a modification to this Agreement to increase the Total Project Costs the Non-Federal Sponsor Tyco, within 90 calendar days from receipt of the notice shall pay the additional cash contribution, or shall make the additional in-kind contributions available, required to meet the non-federal proportionate share, in the manner described in Paragraph 20.

22. Until GLNPO gives the Non-Federal Sponsors the results of the final accounting, GLNPO shall maintain current records of contributions provided by the parties, current

projections of the Total Project Costs, and costs due to additional work under Paragraph 5, or Paragraph 14.d.

23. Upon completion of the Project or termination of this Agreement before Project completion and upon resolution of all relevant proceedings, claims, and appeals, GLNPO shall conduct a final accounting, based primarily on the information provided by the Non-Federal Sponsors under Paragraph 20 or at the request of the GLNPO Program Manager, and give the Non-Federal Sponsors the final accounting results. GLNPO may perform an interim accounting on its own or, if requested by the Non-Federal Sponsors.

a. GLNPO's final accounting shall determine the Total Project Cost, each party's total contribution toward the Project, and measure that contribution against each party's required share for the Project.

b. If the final accounting shows that the Non-Federal Sponsors' total contribution is less than its required share of the Total Project Costs, WDNR, subject to receipt of funds appropriated by the Wisconsin Legislature, and Tyco shall within 90 calendar days after receipt of written notice, pay the amount necessary to meet its required share by delivering a check payable in the manner described in Paragraph 24, below.

24. In the event that the Non-Federal Sponsors has not provided enough funding to meet its required proportionate share of Total Project Costs, GLNPO will provide the Non-Federal Sponsors with an invoice for the balance required and the Non-Federal Sponsors shall submit a check, made payable to the order of the "Treasurer, United States of America," to the address specified on the invoice. The check shall contain a notation referencing a Budget Organization account number that GLNPO shall provide after this Agreement is executed. In the case of an Electronic Fund Transfer (EFT), the Non-Federal Sponsors shall contact EPA to obtain the appropriate instructions on payment submittal.

The Non-Federal Sponsors shall provide a copy of the check or EFT transmission to GLNPO to the person listed in Paragraph 44, below.

ARTICLE VII - DISPUTE RESOLUTION

25. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Article are the exclusive mechanism to resolve disputes arising under or with respect to this Agreement.

26. Any dispute which arises under or with respect to this Agreement initially shall be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 business days from the time the dispute arises, unless extended by written agreement of the parties to the dispute. The informal dispute period arises when the party not in dispute receives the other party's written notice of dispute.

27. Statements of Position.

a. If the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, the position advanced by GLNPO shall be binding unless, within 10 business days after the conclusion of the informal negotiations, the Non-Federal Sponsors invoke the formal dispute resolution procedures of this Article by serving on GLNPO a written statement of position on the matter in dispute. The statement of position shall include, but is not limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the Non-Federal Sponsors.

b. Within 30 business days after receiving the Non-Federal Sponsors' statement of position, GLNPO shall serve on the Non-Federal Sponsors its statement of position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by GLNPO. Within 20 business days after receiving GLNPO's statement of position, the Non-Federal Sponsors may submit a reply.

c. GLNPO shall maintain an administrative record of the dispute that contains all statements of position, including supporting documentation, submitted pursuant to this Paragraph. Where appropriate, GLNPO may allow submission of supplemental statements of position by the parties to the dispute.

d. The Director of GLNPO will issue a final administrative decision resolving the dispute based on the administrative record described above. This decision shall bind the Non-Federal Sponsors.

ARTICLE VIII - OPERATION AND MAINTENANCE

28. Subject to applicable federal laws and regulations, the Non-Federal Sponsors, at no cost to GLNPO, shall operate and maintain the elements of the Project constructed pursuant to this Agreement in a manner compatible with the authorized purposes of the Project including the operation and maintenance of the dredged sediment from the Project. The Non-Federal Sponsors shall be responsible for taking all actions necessary to undertake the operation and maintenance for the Project as set forth in the attached Project description.

29. The Non-Federal Sponsors authorizes GLNPO to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors owns or controls for the purpose of monitoring the effectiveness of the operation and maintenance of the Project. However, nothing in this Agreement conveys to GLNPO any interest in real property owned or controlled by the Non-Federal Sponsors.

30. The Non-Federal Sponsors authorizes GLNPO or its agent to perform all activities on the lands, easements, and rights-of-way provided by the Non-Federal Sponsors to enable the disposal of dredged or excavated material that, in GLNPO's sole discretion, are necessary for operating, maintaining, or managing the disposal facilities including, but not necessarily limited to, construction, operation, and maintenance of the dredged or excavated material disposal facilities; and disposal of dredged or excavated material associated with the construction,

operation, and maintenance of the Project.

ARTICLE IX - SEVERABILITY CLAUSE

31. If a court issues an order that invalidates any provision of this Agreement, the parties shall remain bound to comply with all provisions of this Agreement not invalidated or determined to be subject to a sufficient cause defense by the court's order.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

32. GLNPO and the Non-Federal Sponsors shall maintain such books, records, documents, or other evidence related to this Project and the work performed for at least five years after the completion of the Final Accounting discussed in Paragraph 23, above. To the extent permitted under applicable federal laws and regulations, GLNPO and the Non-Federal Sponsors shall each allow the other to inspect the books, records, documents, or other evidence.

33. a. The parties agree that the Non-Federal Sponsor WDNR is responsible for complying with the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133. The Non-Federal Sponsor shall provide to GLNPO Single Audit Act reports for each year during which work was performed under this Project Agreement within 30 days of the availability of that report. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-federal audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting shall be allocated according to the provisions of OMB Circulars A-87 and A-133, and the costs that are allocated to the Project shall be included in Total Project Costs and shared according to the provisions of this Agreement.

b. The parties agree that the Non-Federal Sponsor Tyco is responsible for complying with any auditing requirements imposed upon its organization. As part of this Project Agreement, the Non-Federal Sponsor agrees to provide GLNPO with audited financial statements for each year during which work was performed under this Project Agreement within 30 days of the availability of those statements. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-federal audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsor with the results of the final accounting shall be allocated according to the provisions of OMB Circulars A-87 and A-133, and the costs that are allocated to the Project shall be included in Total Project Costs and shared according to the provisions of this Agreement.

34. In accordance with 31 U.S.C. § 7503, GLNPO may conduct audits in addition to any audit that the Non-Federal Sponsors already conducts. The costs of GLNPO audits performed

pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting shall be included in the Total Project Costs, and shared according to the provisions of this Agreement.

ARTICLE XI - FEDERAL LAWS AND REGULATIONS

35. In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsors and GLNPO agree to comply with all applicable federal laws and regulations, including, but not limited to:

a. Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. § 2000d); and all applicable federal labor standards requirements including, but not limited to 40 U.S.C. §§ 3141-3148 and 40 U.S.C. §§ 3701-3708 (revising, codifying and enacting without substantive change);

b. The provisions of the Davis-Bacon Act (formerly 40 U.S.C. § 276a *et seq.*);

c. The Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. § 327 *et seq.*), debarment and suspension requirements (40 C.F.R. Part 32);

d. The Copeland Anti-Kickback Act (formerly 40 U.S.C. § 276c) and the Endangered Species Act (16 U.S.C. § 1534 to 1544);

e. Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60-4 relating to federally-assisted construction contracts; and

ARTICLE XII - RELATIONSHIP OF PARTIES

36. In the exercise of their respective rights and obligations under this Agreement, GLNPO and the Non-Federal Sponsors each act in an independent capacity, and neither is considered the officer, agent, or employee of the other.

37. In the exercise of their rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor.

ARTICLE XIII - TERMINATION OR SUSPENSION

38. If the Non-Federal Sponsors fails to fulfill their obligations under this Agreement, or if the Director of GLNPO, in his sole discretion, determines it would be impractical to continue work for any reason, but particularly if continuing the work is not expected to achieve the objectives of the Project, the Director shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project

is in the interest of the United States, or is necessary to satisfy agreements with any other non-federal interests in connection with the Project.

40. If GLNPO does not receive annual appropriations sufficient to meet its share of scheduled expenditures for the Project for the then-current or upcoming fiscal year, shall notify the other party in writing, and GLNPO may without penalty terminate this Agreement or suspend future performance under this Agreement. If GLNPO suspends future performance pursuant to this Paragraph, the suspension shall remain in effect until GLNPO receives sufficient appropriations or until GLNPO terminates this Agreement, whichever occurs first.

41. If GLNPO terminates this Agreement pursuant to this Article, all parties shall conclude their activities relating to the Project and proceed to a final accounting pursuant to Paragraph 23.

42. Any termination of this Agreement or suspension of future performance under this Agreement shall not relieve the parties of liability for any obligation previously incurred. Interest shall accrue on any delinquent payment owed by the Non-Federal Sponsors at a rate, to be determined by the Secretary of the Treasury, equal to 150 percent of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately before the payment became delinquent, or auctioned immediately before the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XIV -HISTORIC PRESERVATION

43. The Non-Federal Sponsors shall evaluate the Project's impact on historic property. The costs of identification, survey and evaluation of historic properties shall be included in Total Project Costs and shared according to this Agreement.

ARTICLE XV - NOTICES

44. Unless otherwise specified here, any notice, request, demand or other communication required or permitted under this Agreement between the parties shall be in writing and addressed as follows:

to the Non-Federal Sponsor Tyco:

Joseph Jacneczek, PE, ARM
Director Environmental Affairs
& Corporate Social Responsibility - EHS
9 Roszel Road
Princeton, NJ 08540
(609) 720 4404

Matthew Tanzer
Vice President, Associate General Counsel
9 Roszel Road
Princeton, NJ 08540
(609) 720 4346

to the Non-Federal Sponsor WDNR

Steve Galameau
Director
Office of the Great Lakes & Contaminated Sediment Unit
Wisconsin Department of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, WI 53707-7921
(608) 266-1956

to GLNPO:

Heather Williams
Project Manager
Great Lakes National Program Office
77 West Jackson Blvd. (G-17J)
Chicago, IL 60604
(312) 886-5993

45. Any party may change its notice address provided in Paragraph 44 by written notice to the other parties.

46. The addressee shall be deemed to have received any notice given pursuant to this Agreement at the earlier of the date it is actually received, or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

47. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - RESPONSIBLE PARTIES

48. If it is discovered through any investigation for hazardous substances or other means that CERCLA liability, or liability under any other federal or state authority, for hazardous substances addressed by the Project can be attributed to a potentially responsible party, the Non-Federal Sponsors and GLNPO shall provide prompt written notice to each other. The Non-Federal Sponsors and GLNPO shall consult according to Article V in an effort to ensure that potentially responsible parties bear their fair share of clean up and response costs as defined in CERCLA or other federal or state law. Implementation of the Project shall not relieve any party from any liability that may arise under CERCLA or other federal or state law.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

49. This Agreement does not create any rights, confer any benefits, or relieve any liability, for any third person not party to this Agreement.

ARTICLE XIX - NON-LIABILITY OF OFFICERS AND EMPLOYEES

50. No officer, agent, consultant, or employee of the Non-Federal Sponsors or of GLNPO, may be charged personally, or held liable, under this Agreement because of any breach, attempted breach, or alleged breach of this Agreement.

51. This Agreement will become effective on the date the GLNPO representative signs this Agreement.

ARTICLE XX - AUTHORITY OF SIGNATORY TO BIND AND AVAILABILITY OF FUNDS

52. Each undersigned representative of the Non-Federal Sponsors and GLNPO certifies that he or she is fully authorized to enter into the terms of this Agreement and to execute and legally bind such Party to this Agreement.

53. Each undersigned representative of the Non-Federal Sponsors certifies that the Non-Federal Sponsor has the funds and financial capability to meet its required proportionate share of the Total Project Costs under this Agreement.

54. This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

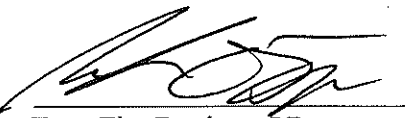
**Lower Menominee River Ansul Site
Project Agreement between U.S. EPA, Tyco and WDNR**

By: 

Susan Hedman
Great Lakes National Program Manager
U.S. Environmental Protection Agency

Date: 5-19-2014

**Lower Menominee River Ansul Site
Project Agreement between U.S. EPA, Tyco and WDNR**

By: 
Tyco Fire Products LP
Matthew Tanzer
Vice President and
Secretary

Date: 5/5/14

**Lower Menominee River Ansil Site
Project Agreement between U.S. EPA, Tyco and WDNR**

By: Michael J. Baul
for Cathy Stepp
Secretary
Wisconsin Department of Natural Resources

Date: 5/2/14

**STATEMENT OF WORK FOR THE
GREAT LAKES LEGACY ACT REMEDIAL ACTION AND RESTORATION PROJECT
OF THE
LOWER MENOMINEE RIVER TYCO (FORMERLY ANSUL) SITE
MENOMINEE RIVER AREA OF CONCERN**

MAY 1, 2014

1. BACKGROUND

Tyco Fire Products, LP (Tyco) and the Wisconsin Department of Natural Resources (WDNR) submitted a proposal to the Great Lakes National Program Office (GLNPO) under the Great Lakes Legacy Act to implement a Menominee River Contaminated Sediment Betterment Dredging Project for remediation of contaminated sediments, to be performed as a Betterment to required RCRA (Resource Conservation and Recovery Act) corrective action, and including habitat restoration of the South Channel. The Betterment remedial action (RA) and habitat restoration project would be coordinated and implemented by GLNPO of the U.S. Environmental Protection Agency (EPA) through the Great Lakes Legacy Act (GLLA) along with the non-federal partners providing in-kind services and/or cash contributions.

The Menominee River Area of Concern (AOC) is situated on the west side of Lake Michigan between Marinette, Wisconsin and Menominee, Michigan (see Figure 1). The GLLA project area is situated north and northeast of the Tyco facility (former Ansul Incorporated site) within the Menominee River AOC and includes the South Channel area (see Figure 2).

The Tyco/former Ansul facility is a RCRA Corrective Action Site. The Tyco facility is the subject of an Administrative Order on Consent, issued to Ansul Incorporated in February 2009. A comprehensive upland remedy was implemented in the 2000s, installation of a vertical containment barrier on all sides of the Tyco property was installed by 2011, and in 2012-13 Tyco implemented a dredging remedy removing more than 259,000 cubic yards of contaminated sediment from the project area. Sediment was dredged to remove arsenic at concentrations greater than or equal to 50 parts per million (ppm) according to required RCRA corrective action. The GLLA Betterment dredging will remove remaining sediment and semi-consolidated material with arsenic concentrations greater than or equal to 20 ppm and will place sand and carbon cover over glacial till where arsenic concentrations remain greater than 20 ppm. In addition, the GLLA Betterment will include habitat restoration within the South Channel of the project site (see Figure 2)

The purpose of this Statement of Work (SOW) is to describe the general tasks associated with the Remedial Action for the Menominee River Betterment Project. This SOW describes the responsibilities of EPA and the non-federal project sponsors for completion of the remedial action. This SOW will outline the specific tasks and deliverables required for the remedial action, as well as the roles, responsibilities, and anticipated financial obligations of each of the project partners.

2. TASKS

The tasks required to complete the GLLA Betterment Project for the Menominee River Great Lakes Legacy Act sediment remediation and habitat restoration project are outlined below.

Remedial Action - (Betterment Dredging and Sand Cover Placement Project)

This betterment remediation will remove approximately 40,000 cubic yards of arsenic-impacted sediment to 20 ppm arsenic from the Menominee River and includes placement of a residual

sand and granular activated carbon cover over exposed glacial till containing over 20 ppm arsenic. Following dredging, confirmation sampling will be performed and sand and carbon cover will be placed in required areas.

It is anticipated that the contaminated sediments will be removed using mechanical excavation equipment and additional sediment dewatering and/or drying will be accomplished near the Tyco manufacturing facility sediment processing areas near the project site.

This task will include any other construction activities or other related tasks required to implement the project, including, but not restricted to the following activities: sediment treatment, transportation and disposal, surveying, monitoring, verification sampling, off-loading structure construction, water treatment, decontamination, site restoration, etc.

This task involves oversight of various components of construction associated with the implementation of the sediment remediation project. EPA will assume primary oversight responsibility for its contractors who will implement EPA's portion of the RA. In turn, Tyco will assume primary oversight responsibility for any contractors retained for implementation of the RA by Tyco. EPA's construction contractor will prepare regular updates to keep the project managers informed on project status. Additionally, it is anticipated that Tyco will engage a third party scheduling consultant to develop and maintain an Integrated Master Schedule (IMS). The IMS will incorporate all relevant tasks by the EPA and Tyco contractors to ensure visibility and relationships of all tasks resulting in a well-defined project plan. EPA and Tyco contractors will be required to support the development and maintenance of the IMS.

A final report summarizing the Menominee River GLLA Betterment Project sediment remediation shall be prepared by the construction contractor(s). This report shall be submitted and incorporated in the Tyco final comprehensive Construction Report which will include all relevant data including but not limited to laboratory reports, EPA contractor reports, waste disposal data, bathymetric surveys, final plan and cross-sectional drawings of the project area after remediation, and progress reports monitoring the dredging and disposal operations. The remedial action and associated reporting will be performed by EPA's Great Lakes National Program Office Cleanup Services (GLNPOCS) contractor and/or Tyco's contractors, as appropriate, with all reporting reviewed and approved by EPA, Tyco and WDNR.

Project Management, Planning, and Outreach

This task includes project management and coordination, ongoing planning activities, coordination of permits and regulatory requirements, stakeholder outreach, and other project coordination activities. It is anticipated that GLNPO and its consultants, along with the project partners and their consultants, will participate in regular project team meetings as needed throughout the course of project implementation to identify and resolve pending issues, and to ensure the project proceeds according to schedule and within the proposed budget. This task also includes the coordination of outstanding agreements, such as access agreements and/or permits, which may be necessary for the remedial action. It is anticipated that GLNPO, Tyco and WDNR will be responsible for coordinating progress meetings, as well as other formal and informal correspondence and documents to update project stakeholders about the overall progress of the project. Finally, this task also includes any stakeholder outreach activities required as part of this phase of work, including public meetings, media events, website communication, etc. All public

meetings and outreach activities, including the Lower Menominee River Citizens Advisory meetings. will be cooperatively participated in by GLNPO, Tyco and WDNR with mutual consent of the activities and content agreed upon.

Site Restoration

It is anticipated the Betterment project will utilize the sediment processing area at the Tyco facility which was utilized during the 2012-13 dredging. This task includes restoration activities to restore the sediment processing site, water treatment area and construction access roadways to the original pre-2012-2013 construction condition, according to all applicable permits as well as local, state and federal requirements. The site restoration requirements will be detailed in construction bid package specifications provided by Tyco and approved by EPA.

Engineering and Design During Construction & Construction Oversight

This task involves engineering, design, modeling, and/or technical support as required during the construction phase of the project. It is anticipated that this work will primarily be performed by Tyco's Engineering contractor, the designer of record for the sediment dredging and sand cover portions and all phases of the project. The project designer of record will provide technical project support to Tyco, EPA and WDNR as necessary for construction bid package development, permit modifications, design modifications and other project technical requirements. This task would include, but is not limited to, any of the following activities: (a) Participation in construction progress review meetings; (b) Technical feedback on requests for information or design clarification from the construction contractor(s); (c) Preparation of drawings and/or technical documents for contract design modifications, if needed; (d) Oversight of post-dredge bathymetric surveys and confirmation sampling; (e) Analysis of post-dredge confirmation sediment samples; and (f) Other technical support required during construction.

Habitat Restoration

This task includes habitat restoration of the South Channel within the project site to be completed as part of the Menominee River Betterment project. EPA, WDNR and the US Fish and Wildlife Service are working toward conceptual design of restoration of the South Channel outside of the GLLA Betterment project utilizing existing Great Lakes Restoration Initiative funding. The habitat restoration task within this SOW may include final design of the habitat restoration prior to implementation. Implementation of the habitat restoration may be performed by EPA or WDNR and/or their contractors. Approximately \$100,000 of the GLLA Betterment project total will be designated for habitat restoration implementation within the South Channel. A Construction Completion Report will be prepared following completion of the South Channel habitat restoration project in 2015.

Other Activities

This task includes any other activities required to complete the remedial action for the Menominee River Betterment project.

3. ROLES AND RESPONSIBILITIES OF PARTIES

The anticipated roles and responsibilities of the EPA and the Project Partners are described below. It should be noted that actual roles and responsibilities may be modified as required for effective implementation of the RA.

EPA - GLNPO:

- General project management and coordination activities
- Implementation of remedial action, to be accomplished through an EPA GLNPOCS contractor, with oversight contractors provided by EPA or Tyco. Remedial action by EPA is anticipated to include sediment dredging, processing for proper disposal, load-out of processed material, trucking costs, sand placement activities, and water treatment operations, processed sediment disposal costs (non-hazardous) and habitat restoration of the South Channel. Activities identified may be performed by Tyco and their contractors, as required for effective project implementation.
- Participation and coordination of community outreach and public meetings
- Coordinate assistance with local and state authorities
- Review and comment on design documents and plans and specifications
- Other coordination activities as needed.

Tyco:

- General project management and coordination activities
- Preparation of design documents, plans and specifications and bid packages to be utilized by EPA
- Implementation of remedial action components including operation of an on-site laboratory and associated laboratory analysis, off-site laboratory analysis, providing required dry and liquid ferric sulfate and cement for sediment stabilization and non-hazardous landfill disposal, disposal of hazardous waste water generated during water treatment, providing on-site security, and performing construction compliance monitoring. Activities identified may be performed by EPA and/or their contractors, as required for effective project implementation.
- Participation in and coordination of community outreach and public meetings
- Coordinate assistance with local and state authorities
- Other coordination activities as needed.

WDNR:

- General project management and coordination activities
- Prepare design and implement Habitat Restoration of the South Channel. This task may be performed by EPA and their contractors.
- Coordinate assistance with local and state authorities
- Participation in and coordination of community outreach and public meetings
- Other coordination activities as needed.

4. COST ESTIMATES

Estimated project costs for the remedial action are shown in the table below.

PARTY	REMEDIAL ACTION
Federal Contribution – 60% GLNPO Betterment Project	\$15,840,000
Non-Federal Contribution – 40% In-kind services from Tyco and/or cash contributions from Tyco and WDNR (\$1M as cash)	\$10,560,000
TOTAL	\$ 26,400,000

5. SCHEDULE

The following tentative project schedule has been developed for the Menominee Betterment project. Once the Project Agreement is signed and EPA has negotiated the construction contract with its contractor, an updated, detailed schedule will be providing for EPA and the project partners review and approval.

- April 2014:** Sign GLLA Project Agreement
- May 2014:** Finalize construction-related bid packages and specifications
- June 2014:** Project Contracting, Requests for Proposal and Awards
- August 2014:** Begin dredging and sand cover activities
- November 2014:** Complete dredging activities
- December 2014:** Complete decontamination and demobilization
- Summer 2015:** Complete Construction Site Restoration
- Summer 2015:** Complete any remaining sand cover activities
- Summer 2015:** Implement habitat restoration of South Channel
- Summer 2015:** Finalize remedial action report

GLNPO and the Non-Federal Sponsors agree that time is of the essence in completing the dredging, sand cover, decontamination of equipment and demobilization components of this Project in order to avoid the need for two construction seasons to complete these project components. Therefore, GLNPO and the Non-Federal Sponsors agree to the urgency of

completing the dredging by 10/31/2014, the processing and disposal by 11/10/2014 and the decontamination and demobilization by 12/08/2014.

EPA intends to include in the bidding package the requirement that the dredging and decontamination of equipment be completed in calendar year 2014. EPA recognizes that dredging over two seasons may increase the cost of the Project above the Estimated Project Costs when considering both the Federal and Non-Federal Sponsors costs, and if it does, EPA will not award the contract or task order until it has negotiated with the Non-Federal Sponsors pursuant to Paragraph 3 of this Project Agreement.

During construction, the construction contractors must utilize all reasonably available and cost-effective means and methods to meet the construction targets listed in this paragraph. During implementation, should the contractor have reason to believe any of the dates listed above are in jeopardy, it must immediately bring this to the attention of GLNPO and the Non-Federal Sponsors and identify measures to achieve the deadline for the construction components affected.

FIGURES

Figure 1: Menominee River Area of Concern

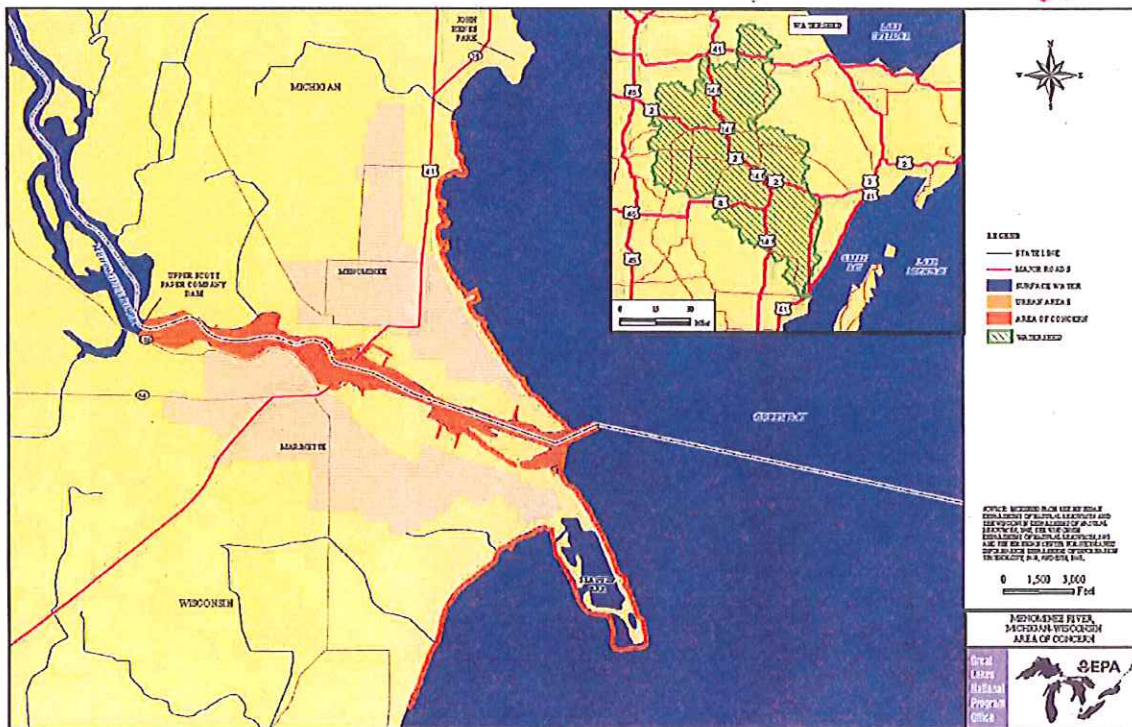


Figure 2: Tyco Facility and GLLA Project Area

