

FIRST MODIFICATION TO THE
GREAT LAKES LEGACY ACT PROJECT AGREEMENT
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
SUPERIOR WATER, LIGHT AND POWER COMPANY
FOR
FOCUSED FEASIBILITY STUDY AND REMEDIAL DESIGN
OF
SUPERIOR WATER LIGHT & POWER ST. LOUIS RIVER AREA OF CONCERN
SEDIMENT REMEDIATION PROJECT

The United States Environmental Protection Agency (U.S. EPA), represented by the Great Lakes National Program Office (GLNPO), Superior Water, Light and Power Company (SWL&P) and the Wisconsin Department of Natural Resources (WDNR) (the Non-Federal Sponsors), are entering into this Modification to the Project Agreement (Agreement) to prepare a Focused Feasibility Study (FFS) and Remedial Design (RD) of the Superior Water Light & Power St. Louis River Area of Concern Sediment Remediation Project and complete the Remedial Design of the upland source control and implementation of the upland source control remedy, as more fully described in this Agreement (the Project). This Agreement amends the Project Agreement effective October 19, 2021, between GLNPO and SWL&P to prepare a Focused Feasibility Study and Remedial Design of Potential Sediment Remedial Actions in the St. Louis River Area of Concern. The purpose of this Modification is to increase the Estimated Total Project Costs by \$16,023,200 for a new Estimated Total Project Costs of \$16,698,200; to add the entire C. Street Slip FFS and RD to the Project; to add the Upland Source Control Area RD and implementation of the source control remedy to the Project; and to add WDNR as a Non-Federal Sponsor. This Agreement, when fully executed, will supersede the October 19, 2021, Project Agreement for the FFS and RD of the Superior Water Light & Power St. Louis River Area of Concern Sediment Remediation Project.

The Project, as defined in Paragraph 1.h of this Agreement, is a qualified project under the Great Lakes Legacy Act (GLLA), codified as amended at 33 U.S.C. § 1268(c)(11). The Project is located within the C. Street Slip, and upland of the C. Street Slip, in Superior Bay of Superior, Wisconsin, in a portion of the St. Louis River Area of Concern located in Wisconsin, and the Project is to be carried out within the St. Louis River Area of Concern, which is wholly or partially within the United States. The Superior Water Light & Power St. Louis River Area of Concern Sediment Remediation Project will complete the FFS and RD of the C. Street Slip, and it will also complete the upland source control RD and implementation of the upland source control remedy. The Non-Federal Sponsor SWL&P submitted an application to GLNPO to Draft a Feasibility Study and Remedial Design of Potential Sediment Remedial Actions in the St. Louis River Area of Concern, Superior, Wisconsin, dated December 3, 2020. The Non-Federal Sponsor SWL&P submitted an additional application to GLNPO on September 28, 2022, requesting that the entire C. Street Slip FFS and RD, and the upland source control RD and implementation of the upland source control remedy be added to the Project. The Project is described more completely in the attached Amended Statement of Work.

Section 118(c)(11) of the Clean Water Act codifies the Great Lakes Legacy Act (GLLA), 33 U.S.C. § 1268(c)(11), and authorizes GLNPO to monitor and evaluate, remediate, or prevent further or renewed contamination of sediment in Areas of Concern. Under Section 118(c)(11)(D)(iii), 33 U.S.C. § 1268(c)(11)(D)(iii), the non-federal sponsors must enter into a written project agreement under which they agree to carry out their responsibilities and requirements for the project. Section 118(c)(11)(E), 33 U.S.C. § 1268(c)(11)(E), specifies the non-federal share of the cost of a project carried out under the GLLA, 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 sponsor; limitations on the credit for any such in-kind contributions provided by the non-federal sponsor; and the non-federal sponsor's responsibility for 100% of the cost of long-term operation and maintenance of the project.

This Agreement under the GLLA to prepare a Focused Feasibility Study, design a plan to remediate contaminated sediments, and complete the remedial design and remedial action of the upland source control remedy, will facilitate removing Beneficial Use Impairments and delisting an Area of Concern. This work supports Objective 5.2 of U.S. EPA's Strategic Plan for 2022-2026 to provide for clean and safe water by sustainably managing the GLLA program to support aquatic ecosystems and recreational, economic, and subsistence activities. In addition, the work under this Agreement supports the following two Measures of Progress from the Great Lakes Restoration Initiative Action Plan III: Areas of Concern where all management actions necessary for delisting have been implemented; and Beneficial Use Impairments removed in Areas of Concern.

The Estimated Total Project Costs of the Project are \$16,698,200. The Non-Federal Sponsor SWL&P will provide 35% and GLNPO will provide 65% of the FFS and RD of the C. Street Slip sediment remediation project, and the RD costs for the upland source control remedy incurred after October 19, 2021. The Non-Federal Sponsor SWL&P and GLNPO will each provide 50% of the costs for the implementation of the upland source control remedy.

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.

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 \$16,698,200. The Estimated Total Project Costs may be increased by 5% as a contingency by the mutual agreement of GLNPO and the Non-Federal Sponsors without having to sign a modification to this Agreement.

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)(11), 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 4 and 17 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 Amended Statement of Work dated August 23, 2024, which is attached hereto and incorporated by reference, including the completion of the Focused Feasibility Study and development of a Remedial Design for the remedy in the C. Street Slip addressing approximately 12,300 cubic yards of contaminated sediments in Superior Bay in Superior, Wisconsin, and the remedial design and remedial action of the upland source control remedy to address contamination on the former Manufactured Gas Plant (MGP) located near Winter Street and East Street in Superior, Wisconsin.

i. “Project Period” means the time from the date the Project Agreement first became effective on October 19, 2021, 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 Article X 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. This term also does not include GLNPO's direct labor and indirect costs because Congress has directed EPA "to exercise maximum flexibility to minimize non-federal match requirements." H.R. Rep. No. 112-151 at 65 (2011).

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

a. 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.

b. 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.

c. Internal control. Effective control and accountability is maintained for all 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.

d. Budget control. For each 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 Agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

e. Allowable cost. The parties agree that the regulations at 2 CFR Part 200 and the terms of this Agreement will govern in determining the reasonableness, allowability, and allocability of costs.

f. 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.

4. The Non-Federal Sponsors shall contribute a share of the Total Project Costs as follows:

a. The parties have estimated the amount of the Estimated Total Project Costs 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 Sponsor as set forth in the Statement of Work for the Project.

b. If the amount of the In-Kind Contributions which the Non-Federal Sponsors provide to the Project is less than 35 % of the costs of the FFS and RD of the C. Street Slip Remediation project, less than 35% of the RD of the upland source control remedy completed after October 19, 2021, and/or less than 50% of the costs of the completion of the upland source control remedy, the Non-Federal Sponsors shall provide an additional cash contribution, pursuant to Paragraph 21, in the amount necessary to make their total contribution equal to the Non-Federal Sponsors' required share.

5. GLNPO shall perform a final accounting according to Paragraph 20 after work is completed on the Project to determine the value of the Non-Federal Sponsor's contributions under this Agreement and to determine whether the Non-Federal Sponsors have met their financial obligations under GLLA.

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

7. The Non-Federal Sponsors certify that the Non-Federal Sponsors and, to their knowledge, any of their 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 7.b; and

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

8. 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 requirements and guidance for Quality Management Systems for Environmental Information and Technology Programs; ASQ/ANSI E4:2014, or most current version. "Quality System Documentation" includes a Quality Management Plan (QMP), applicable project-level quality assurance/quality control (QA/QC) documentation such as Quality Assurance Project Plan (QAPP), or other documentation which demonstrates compliance with ASQ/ANSI E4:2014. The Non-Federal Sponsors will ensure that the Project follows requirements of EPA Quality Policy 2105/2106 and applicable guidance. The Non-Federal Sponsors will ensure that any primary or secondary environmental data collection supporting GLLA projects/program meet requirements as outlined in the most current version of the "GLLA QA Considerations," and follow GLLA program-specific requirements outlined in the GLLA Data Reporting Standard (DRS). Collection or use of environmental data for work within this Agreement shall not occur until project-specific quality documentation is approved by EPA's QA Manager or designee.

ARTICLE III – ACCESS, LANDS, EASEMENTS, AND RIGHTS-OF-WAY

9. GLNPO, after consulting with the Non-Federal Sponsors, shall determine the access, lands, easements, or rights-of-way necessary for conducting the Project, including those necessary for completion of the Project. Before construction begins, the Non-Federal Sponsors shall acquire all access agreements, lands, easements, or rights-of-way necessary for the construction, as set forth in the Statement of Work for the Project. If requested by the Non-Federal Sponsors, GLNPO may assist with obtaining necessary access if reasonable best efforts by the Non-Federal Sponsors have not obtained that access.

10. Until GLNPO furnishes the Non-Federal Sponsors with the results of the final accounting pursuant to Paragraph 20, 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 9. Upon receiving these documents, GLNPO shall afford credit for the value of the contribution according to Article IV.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS AND RIGHTS-OF-WAY

11. The Non-Federal Sponsors shall receive credit according to this Article for the value of the lands, easements, or rights-of-way that they provide 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 they 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.

12. 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 authorize 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 12.c, the fair market value of lands, easements, or rights-of-way shall be determined according to Paragraph 12.b.i, unless a different amount is determined later to represent fair market value according to Paragraph 12.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 Uniform Standards of Professional Appraisal Practice as specified by The Appraisal Foundation. 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 12.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 12.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 12.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.

ARTICLE V - PROJECT COORDINATION TEAM

13. 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 each Non-Federal Sponsor shall co-chair the Project Coordination Team.

14. GLNPO's Project Manager and the Non-Federal Sponsors' counterparts 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.

15. 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 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; and other Project-related matters. The Project Coordination Team also shall generally oversee the coordination of Project schedules.

16. 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

17. As of the effective date of this Agreement, the Estimated Total Project Costs are \$16,698,200 and the Non-Federal Sponsors' contribution required under Paragraph 4 is projected at \$371,950 for FFS and RD costs for the C. Street Slip; and \$7,573,300 for the upland source control remedial design and remedial action costs incurred after October 19, 2021. If the Non-Federal Sponsors contribute more than their required share of the Total Project Costs pursuant to Paragraph 4, some of the contribution above their required cost share may be applied to the Non-Federal Sponsors' contribution for work performed pursuant to any future modifications to the Project Agreement if the Project Agreement is amended in the future by mutual consent of the Parties to such future modification. Contributions by the Non-Federal Sponsors in excess of their required cost-share may also be applied towards the Non-federal share of the cost of any other project carried out by one or both of the same non-Federal sponsors for a site within the same area of concern to the extent permitted by Section 118(c)(11)(E) of the GLLA, 33 U.S.C. § 1268(c)(11)(E). 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.

18. In providing their required share of the Total Project Costs required by Paragraph 4, the Non-Federal Sponsors shall provide in-kind services according to the provisions of this Paragraph.

a. Where a Non-Federal Sponsor is meeting its cost share requirements through in-kind contributions, that Non-Federal Sponsor shall submit detailed documentation of the work it performs under this Project. The Non-Federal Sponsors shall provide GLNPO with quarterly reports beginning with the first full three-month period after the effective date of this Agreement. The quarterly report is due 90 days after the end of the quarter. The quarterly report shall, at a minimum, include the time period for which costs were incurred, total amount of costs incurred, a summary of work accomplished by the Non-Federal Sponsors in the previous quarter on each element of the Project, and a breakout of costs incurred to date in a tabular format. This report

shall also include detailed documentation and certification of the Non-Federal Sponsors' in-kind contributions incurred to meet their cost share requirement. The type of records that the Non-Federal Sponsors must submit include, but are not limited to, payroll records to support staff time, a calculated indirect cost rate to document indirect costs, travel vouchers and receipts, invoices that support contractor costs, and proof of payment documentation (such as SAP screen shots and/or Oracle payment history reports). If an entity other than the Non-Federal Sponsor is submitting documentation of in-kind contributions incurred to satisfy any portion of the Non-Federal Sponsor's cost share requirement, then the certification shall be signed and submitted by the entity that incurred those costs.

The Non-Federal Sponsor or other entity submitting documentation of in-kind contributions incurred to satisfy any portion of the Non-Federal Sponsor's cost share requirement shall sign and submit the following certification with each quarterly report:

I, [insert name of person], [insert name of company/organization], certify that I reviewed all the cost documentation of costs that are being claimed for the in-kind cost share of the [insert name] GLLA project. I verified the work prior to paying these costs. I have also verified that these costs have been paid. In addition, I certify that these costs have not been paid for with: 1) federal funds, such as, but not limited to, Great Lakes Restoration Initiative funds or other federal financial assistance, such as, but not limited to grants or cooperative agreements; or 2) loans from a State water pollution control revolving fund established under 33 U.S.C. § 1381; from a State drinking water revolving loan fund established under 42 U.S.C. § 300j-12; or from the Water Infrastructure Finance and Innovation Act of 2014 33 U.S.C. § 3901 *et seq.*)

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.

Upon execution of the Agreement, the GLNPO Project Manager will provide the Non-Federal Sponsors with guidance concerning documentation of in-kind contributions. 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 Sponsor shall submit the quarterly report within 60 days of receiving the written notice from GLNPO. If the Non-Federal Sponsor fails to submit the quarterly report within 60 days following the written notice and request, GLNPO may disallow those in-kind contributions incurred by the Non-Federal Sponsor during that three-month period and GLNPO may not count such costs toward the Non-Federal

Sponsor's cost share requirement. The frequency and due dates of the reporting required by this Paragraph 18.a. can be modified by written agreement of the Project Managers of GLNPO and the Non-Federal Sponsor. The Non-Federal Sponsors shall submit documentation of all in-kind contributions regarding the upland source FFS, RD and RA incurred after October 19, 2021, in the first quarterly report due after the effective date of this Agreement.

19. If at any time GLNPO determines that an increase in the Estimated 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 Estimated 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 Estimated Total Project Costs the Non-Federal Sponsors, within 90 calendar days from receipt of the notice shall pay the additional cash contribution in the manner described in Paragraph 21, below, or shall make the additional in-kind contributions available, in the manner described in Paragraph 18, required to meet the Non-Federal Proportionate Share. GLNPO may continue project expenditures with or without a modification to this Agreement if the Director of GLNPO determines in writing that project expenditures 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.

20. 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 18 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 the required share of the Total Project Costs, the Non-Federal Sponsors shall within 90 calendar days after receipt of written notice, pay the amount necessary to meet their required share by delivering a check payable in the manner described in Paragraph 21, below.

21. In the event that the Non-Federal Sponsors have not provided enough cash funding or in-kind contribution of material or services to meet their 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 Sponsor shall contact EPA to obtain the appropriate instructions on payment submittal.

ARTICLE VII - DISPUTE RESOLUTION

22. 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.

23. 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 a party not in dispute receives another party's written notice of dispute.

24. 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 Sponsor(s) 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 Sponsor(s).

b. Within 30 business days after receiving the Non-Federal Sponsor's 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 Sponsor(s) 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

25. 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 Amended Statement of Work.

26. The Non-Federal Sponsors authorize GLNPO to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsors own or control 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.

27. The Non-Federal Sponsors authorize 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

28. 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

29. 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 20, 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.

30. a. The parties agree that the Non-Federal Sponsor SWL&P is responsible for complying with any auditing requirements imposed upon its organization. As part of this Agreement, the Non-Federal Sponsor SWL&P agrees to provide GLNPO with audited financial

statements for each year during which work was performed under this Agreement within 30 days of the availability of those statements. Upon request of the Non-Federal Sponsor SWL&P and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsor SWL&P and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor SWL&P's activities under this Agreement. The costs of any non-federal audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsor SWL&P with the results of the final accounting shall be allocated according to the provisions of 2 CFR Part 200, 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 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) at 2 CFR Part 200 Subpart F. The Non-Federal Sponsor WDNR shall provide to GLNPO Single Audit Act reports for each year during which work was performed under this Agreement within 30 days of the availability of that report. Upon request of the Non-Federal Sponsor WDNR and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsor WDNR and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor WDNR's activities under this Agreement. The costs of any non-federal audits performed pursuant to this Paragraph before GLNPO furnishes the Non-Federal Sponsor WDNR with the results of the final accounting shall be allocated according to the provisions of 2 CFR Part 200, 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.

31. In accordance with 31 U.S.C. § 7503, GLNPO may conduct audits in addition to any audit that the Non-Federal Sponsors already conduct relating to the Work performed under this Agreement by the Non-Federal Sponsors. 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

32. 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 environmental laws such as the Endangered Species Act, 16 U.S.C § 1531 *et seq.*

ARTICLE XII - RELATIONSHIP OF PARTIES

33. In the exercise of their respective rights and obligations under this Agreement, GLNPO and each Non-Federal Sponsor act in independent capacities, and no party is considered the officer, agent, representative, or employee of any other party.

34. In the exercise of their rights and obligations under this Agreement, neither GLNPO nor the Non-Federal Sponsors shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights another party may have to seek relief or redress against that contractor pursuant to any cause of action that another party may have due to a violation of the law

ARTICLE XIV - TERMINATION OR SUSPENSION

35. If the Non-Federal Sponsors fail to fulfill their obligations under this Agreement, or if the Director of GLNPO, in the Director's 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 the Director 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.

37. 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, GLNPO shall notify the other parties 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.

38. 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 20.

39. 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 XV - HISTORIC PRESERVATION

40. The parties shall evaluate the Project's impact on historic property, and cultural resources, and specifically, shall ensure compliance with the historic preservation laws, as applicable, including but not limited to: National Historic Preservation Act, 54 U.S.C. § 306108; the Native American Graves Protection and Repatriation Act, 25 U.S.C. Chapter 32; Archeological and Historic Preservation Act, 54 U.S.C. § 312501 *et seq.*; Archaeological Resources Protection Act, 16 U.S.C. § 470aa *et seq.*; and the implementing regulations of such laws. The costs of identification, survey and evaluation of historic properties, archaeological resources and artifacts, or other cultural resources shall be included in Total Project Costs and shared according to this Agreement.

ARTICLE XVI - NOTICES

41. 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 SWL&P:

Joscelyn Skandel
Superior Water, Light and Power Company
2915 Hill Ave.
Superior, WI 54880

With copy to:

Sarah Whiting
Counsel for Superior Water, Light and Power Company
ALLETE, Inc. – Legal Services Department
30 West Superior Street
Duluth, MN 55802
Phone: 218-269-4925

and

Charles M. Denton
Barnes & Thornburg LLP
Attorneys for Superior Water Light and Power Company
171 Monroe Ave. NW, Suite 1000
Grand Rapids, MI 49503
Phone: 616-742-3974 (office)
cdenton@btlaw.com

to the Non-Federal Sponsor WDNR:

Joseph Graham
Wisconsin Department of Natural Resources
810 Maple Street
Spooner, WI 54801
Phone: (715) 292-4925
Joseph.Graham@Wisconsin.gov

to GLNPO:

Meaghan Kern
Great Lakes National Program Office
77 West Jackson Blvd. (G-17J)
Chicago, IL 60604
(312) 353-5784
kern.meaghan@epa.gov

Scott Cieniawski
Great Lakes Legacy Act Program Lead
Great Lakes National Program Office
77 West Jackson Blvd. (G-17J)
Chicago, IL 60604
(312) 353-9184
Cieniawski.Scott@epa.gov

Communications regarding the reports described in Paragraph 18, above, including but not limited to due dates, may occur between those designated by the parties after execution.

42. Any party may change its notice address provided in Paragraph 41 by written notice to the other parties.

43. 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 XVII - CONFIDENTIALITY

44. 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 XVIII -RESPONSIBLE PARTIES

45. 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 cleanup 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 XIX - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

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

ARTICLE XX - NON-LIABILITY OF OFFICERS AND EMPLOYEES

47. 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.

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

ARTICLE XXI. MODIFICATION

49. This Agreement shall only be modified by a written agreement signed by GLNPO and the Non-Federal Sponsors unless otherwise stated in this Agreement.

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

50. 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.


51. 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.

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

By: _____
Debra Shore
Regional Administrator
& Great Lakes National Program Manager
U.S. EPA Region 5

Date: _____

**Superior Water Light & Power Company St. Louis River Area of Concern
Remediation Project
First Modification to the Project Agreement Between U.S. EPA, Superior Water Light and
Power Company and Wisconsin Department of Natural Resources**

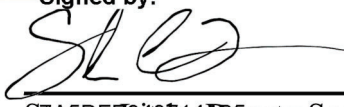
By: 
Name: Robert Sandstrom
Title: President

Date: 8/29/24

SUPERIOR WATER, LIGHT AND POWER COMPANY

**Superior Water Light & Power Company St. Louis River Area of Concern
Remediation Project
First Modification to the Project Agreement Between U.S. EPA, Superior Water Light and
Power Company and Wisconsin Department of Natural Resources**

The purpose of this Modification is to increase the Estimated Total Project Costs; to add the entire C. Street Slip Focused Feasibility Study and Remedial Design to the Project; to add the Upland Source Control Area Remedial Design and implementation of the source control remedy to the Project; and to add WDNR as a Non-Federal Sponsor

Signed by:
By:  _____ Date: 9/3/2024 | 12:00 PM CDT
Steven K. De, Deputy Secretary
Wisconsin Department of Natural Resources

**GREAT LAKES LEGACY ACT AMENDED STATEMENT OF WORK
FOR C. STREET SLIP
(REMEDIAL ACTIONS OPTIONS REPORT UPDATE, SEDIMENT REMEDIAL
DESIGN, AND ACTIVITIES ASSOCIATED WITH UPLAND SOURCE CONTROL)**

August 23, 2024



EXECUTIVE SUMMARY

Superior Water, Light and Power Company (SWL&P) proposes to undertake a sediment remediation and upland source control project on the Wisconsin side of the St. Louis River Area of Concern (AOC) pursuant to the Great Lakes Legacy Act (GLLA or Legacy Act). SWL&P and the U.S. Environmental Protection Agency Great Lakes National Program Office (GLNPO) executed a Project Agreement on October 19, 2021, to conduct a Focused Feasibility Study (FFS) and Remedial Design (RD) for contaminated sediment in a portion of the C Street Slip. This Amended Statement of Work (SOW) modifies the original SOW dated 10/19/2021 to include revisions to the Focused Feasibility Study Remedial Action Options Report (FFS RAOR) and include RD of the proposed sediment remedy for the entire C Street Slip. This Amended SOW also adds upland source control work to the Project.

From 2001 through 2020, investigations and some upland cleanup activities (2008) were completed. SWL&P submitted a consolidated Site Investigation Report (SIR) to WDNR in April 2019, and a SIR clarification letter in June 2019. The WDNR conditionally approved the SIR in late 2019. WDNR completed further sediment sampling in the C Street Slip in 2022 under a separate cooperative agreement with GLNPO.

PURPOSE

This Amended SOW summarizes the tasks to be covered under the Legacy Act and includes preparation of all activities associated with the development of a FFS RAOR for the in-water sediment and upland source control work. Upon approval of the proposed remedy for both in-water and upland source control work, RDs will be prepared to address the contaminated sediment located in the C Street Slip and associated upland source control. This SOW includes the performance of the following technical tasks outlined and further described below to address contaminated sediments and the control of potential upland sources:

- Development of an FFS RAOR to evaluate remedial action (RA) alternatives for addressing contaminated sediment in the C Street Slip which may be associated with former Manufactured Gas Plant (MGP) operations and other contaminants of concern (COCs) which may not be attributable to former MGP operations (non-MGP COCs)
- Development of an RD Report for sediment remediation and source control construction, including Drawings and Technical Specifications
- Development of a Bid Procurement Package for construction of the sediment RA
- Development of a Bid Procurement Package for remediation activities in the Upland Source Control Area (see Figure 4)
- SWL&P will prepare applications at the 60% design phase in coordination with WDNR for GLNPO to obtain permits associated with in-water activities which could include Wisconsin Statutes Chapters 30 and 281, and Federal statutes under the Clean Water Act Sections 401 and 404, and Rivers and Harbors Act Section 10. WDNR will obtain final permits for the project for the final design and bid procurement. SWL&P will coordinate with riparian

landowners to obtain their permissions to allow GLNPO or its agents to apply for construction permits where allowable under local, state, or federal regulations.

This Amended SOW also includes the performance of the following technical tasks to address additional RD and RA, including in upland areas that may be a continuing source of contamination to the sediments, and to incorporate results of efforts performed by WDNR to further characterize sediment COCs in the C Street Slip. SWL&P will revise the FFS ROAR and complete an RD to incorporate relevant data on sediments potentially impacted by the MGP and other non-MGP COC impacted sediments in the C Street Slip, as identified in the 2022 WDNR sediment investigation and applicable historic investigations.

SWL&P will undertake the following:

- Completion of geotechnical investigation of upland areas for stability analysis
- Completion of an RD for the Upland Source Control Area
- Development of bid specifications for the RA for the Upland Area
- Participation in Site Access Agreements and Permit Applications
- Contractor pre-construction activities
- Preparation for and participation in meetings with GLNPO and WDNR related to the Upland RD/RA
- Incorporate the results of the 2022 WDNR sediment investigation to further define sediment COCs (COCs potentially related to MGP and non-MGP COCs) in the FFS RAOR and subsequent RDs and RAs
- Implement the Upland Source Control Area remedy.

Additional information associated with each of these proposed work items is provided below. During implementation of the work described in this Amended SOW, GLNPO and the Non-Federal Sponsors will continue to work together as partners to coordinate and communicate about work tasks, project needs, and responsibilities to successful completion of the Project. GLNPO and the Non-Federal Sponsors will work together in a manner that fosters cooperation, trust, and teamwork to prevent and minimize disputes and to facilitate completion.

BACKGROUND

As shown on Figure 1, the Project is generally located along the Wisconsin shoreline of a boat slip in the St. Louis River, known as the C Street Slip. Based on a review of the chemical data collected within this portion of the river to date (see Figures 2 and 3 and the 2019 SIR), the primary COCs to be addressed as part of the activities described in this SOW are mercury and other non-MGP COCs, as well as polycyclic aromatic hydrocarbons (PAHs) with certain volatile organic compounds (VOCs) which may have been associated with former MGP operations (MGP – COCs). The C Street Slip sediments characterization in the RAOR will be included in the RDs and RAs in coordination between SWL&P, WDNR and GLNPO.

The Upland Source Control Area of the MGP site is shown on Figure 4. SWL&P's remedial activities will be focused on the MGP - COCs. The likely origin of the PAH and certain VOC impacts in sediment within the western portion of the C Street Slip is historic (pre-1904) substance discharges.

APPROACHES AND METHODS FOR REMEDIAL ACTION

1. The RAOR (now the FFS RAOR) was submitted to GLNPO and the WDNR on April 27, 2022. It included an array of alternatives to address the PAH and VOC impacted sediments in the C Street Slip. A revised FFS RAOR which includes remedial options that address PAH, VOC, and mercury impacted sediment of the C Street Slip is expected to be finalized in 2024. The FFS RAOR meets all applicable requirements, including those set forth in Wis. Admin. Code ch. NR 722, and also address technology options for the RA, including dredging, capping and sand cover. The RD development will be completed by SWL&P, with assistance from Foth and in coordination with WDNR, its consultant, and GLNPO.

TIMELINE

The 100% Design Report for the Upland Area was submitted in October 2022 and was conditionally approved by WDNR in December 2022. As such, the Upland Source Control Area RA started in April 2023. The FFS RAOR and subsequent RD work for the proposed sediment remediation project can occur concurrently with the upland source control RA. The anticipated time required for completing the sediment FFS RAOR and RD phase is approximately 13 months. SWL&P expects to submit the Revised FFS RAOR for the sediment remediation in 2024 and it will be reviewed on a timely basis. The final RD is anticipated to be completed in 2025, with design technical exchanges as follows: 30% Design Briefing Check-In, 60% Design Submittal and Pre-Final Design submittal. After the RD is sufficiently completed, the Non-Federal Sponsors will submit an application to GLNPO for implementation of the sediment remedial action, which will be reviewed by the Technical Review Committee. The Parties anticipate the Sediment Project will be completed in 2025

or 2026 if a modification to the Project Agreement is signed by EPA and the Non-Federal Sponsors.

WORK TASKS, DELIVERABLES AND BUDGET

Information associated with project tasks, deliverables, and budget is provided below.

Tasks 1-4 are activities related to addressing C Street Slip sediments contamination.

Task 1: Draft and finalize a revised sediment FFS RAOR (SWL&P with the assistance of Foth and in coordination with WDNR and its contractor). The FFS RAOR will include a comparison of remedial technology options and recommend a preferred alternative to address the contaminated sediment in the C Street Slip.

The Revised FFS RAOR will present:

- Summary of Nature and Extent of Contamination, including pre 2020 data as appropriate, the results of the 2020 Pre-Design Investigation that was conducted by SWL&P and Foth, and the sediment characterization work performed by WDNR in 2022. WDNR will provide the associated data and its interpretation of that data to identify areas of the C Street Slip that require remediation for sediments potentially impacted by MGP as well as mercury and other non-MGP COCs.
- Remedial Technology Identification and Screening
- Evaluation of Remedial Action Options
- Recommendation of a Remedial Action Option for the MGP-COCs and non-MGP COCs for the entire C Street Slip.

Factors to be included in the evaluation of Remedial Action Options include:

- Overall Protection of Human Health and the Environment
- Compliance with Federal, State, and Local Permits and Applicable

Regulatory Requirements, including Wis. Admin. Code ch. NR 722

- Ability to address beneficial use impairments (BUIs)
- Long-term effectiveness
- Short-term effectiveness
- Engineering implementation ability, reliability, constructability, and technical feasibility
- Restoration time frame
- Economic Feasibility
- Stakeholder & Community Acceptance
- State Acceptance

The Revised FFS RAOR is anticipated to be finalized with cooperation from GLNPO and WDNR in 2024. Following review and discussion, a preferred alternative will be selected to address contaminated sediments in the C Street Slip. A RD will then be developed (see Tasks 2 through 4 below) for the selected preferred alternative.

Task 2: Development of a RD Report, including Drawings and Technical Specifications (SWL&P, with assistance from Foth and in coordination with WDNR, its consultant, and GLNPO).

The RD Report will develop the design details for the agreed upon remedial option for the sediments delineated in a dredged management unit (DMU) as containing MGP-COCs (the MGP DMU) and sediments delineated by the WDNR as containing other non-MGP COCs (the mercury DMU). All agencies will have the opportunity to review each design package and GLNPO will provide early design phase documents to other agencies or their contractors for further review, as needed or

requested. The WDNR and its contractor will develop a geotechnical report and structural design calculations to be used in the RD process. Any additional geotechnical investigation will be completed by WDNR and its contractor. SWL&P and its contractor will work with GLNPO and WDNR to provide ample time and opportunity to review all deliverables at the 60%, and pre-final/final design stages. Deliverables and activities within this task include the following:

- Final plans and specifications shall be signed and sealed by the designer of record (i.e., licensed professional engineer in state of WI)
- Final specifications shall include the requirement to meet USACE safety manual standards EM-385-1-1
- Inclusion of the EPA GLNPO's 01 45 00 and 01 45 29 Quality Control-Contaminated Sediment specifications and any additional GLLA QA/QC requirements.
- SWL&P will present WDNR and GLNPO a 30% design workshop, facilitated by SWL&P and Foth. Meeting materials will be provided one week in advance of the meeting for WDNR and GLNPO review to the extent possible. WDNR and GLNPO will attend the 30% design review meeting. The 30% Design Briefing Check-In will include:
 - Basis of Design
 - Geotechnical Data Summary (prepared by WDNR and/or its consultant)
 - Treatability studies results
 - Structural design calculations (prepared by WDNR and/or its consultant)
 - Dredging methods and resuspension controls
 - Dredged material handling approach
 - Dredged material dewatering and stabilization approach

- Decant water treatment approach
- Plans
- Technical specification index/outline
- Draft Engineer's Opinion of the Probable Construction Cost
- Meeting with all project partners to review and comment on 30% design
- 60% Design Deliverables:
 - Basis of Design (update)
 - Geotechnical Report (prepared by WNDR and/or its consultant)
 - Treatability studies results
 - Structural design calculations (update prepared by WDNR and/or its consultant)
 - Dredging methods and resuspension controls (update)
 - Dredged material handling approach (update)
 - Dredged material dewatering and stabilization approach (update)
 - Decant water treatment approach (update)
 - Plans (update)
 - Technical specifications
 - Construction Quality Assurance Plan
 - Transportation and Off-Site Disposal Plan
 - Operations and Maintenance Plan
 - Long-Term Monitoring Plan
 - Draft Engineer's Opinion of the Probable Construction Cost (update)
 - Meeting with all project partners to review and comment on 60% design, including written materials
 - Completion of a preliminary design biddability, constructability,

operability, environmental, and claims prevention screening (to be coordinated by GLNPO).

- Pre-final/Final Design Deliverables
 - Basis of Design Report
 - Geotechnical Report (update prepared by WDNR and/or its consultant)
 - Treatability studies results
 - Structural design calculations (update prepared by WDNR and/or its consultant)
 - Dredging methods and resuspension controls (update)
 - Dredged material handling approach (update)
 - Dredged material dewatering and stabilization approach (update)
 - Decant water treatment approach (update)
 - Plans (update)
 - Technical specifications (update)
 - Construction Quality Assurance Plan (update)
 - Transportation and Off-Site Disposal Plan (update)
 - Operations and Maintenance Plan (update)
 - Long-Term Monitoring Plan (update)
 - Engineer's Opinion of the Probable Construction Cost
 - Meeting with all Project partners to review and comment on pre-final 100% design, including written materials
 - 100% final design will be issued based on written and meeting feedback.
 - Completion of final biddability, constructability, operability, environmental, and claims prevention reviews (to be coordinated by GLNPO).

Task 3: Development of a Bid Procurement Package for Construction of the Sediment Remedy by an EPA construction contractor. The Bid Procurement Package will include the plans and technical specifications and associated attachments as well as a Basis of Design Report, Cost estimate, Project Schedule, and Permits and Access. Examples of appropriate formatting and content of these components will be provided by GLNPO as requested. The bid package will include:

- Draft and finalize Bid-Ready Plans and Technical Specifications that are stamped by licensed engineer
- Co-Hosting Pre-Bid Site Walk (upon request from GLNPO)
- Providing support to GLNPO on its Responses to Bidder Inquiries (upon request from GLNPO)
- Providing support to GLNPO on development of bid procurement evaluation criteria (development of EPA's request for task order proposals)

Task 4: SWL&P with the assistance of Foth will complete draft permit applications and WDNR will complete final permit acquisitions. During development of the 60% Design Report, pre-application in-person or virtual meetings will be held with the appropriate regulatory agencies, including WDNR and draft applications will be developed. Agencies to be consulted are expected to be the US Army Corps of Engineers (USACE), US Fish and Wildlife Service, Wisconsin State Historic Preservation Office, tribal entities, and WDNR. Based on those pre-application meetings and reviews of the draft applications by the relevant stakeholders, the final permit applications will be prepared concurrently with the preparation of the Pre-Final Design Report. This task also includes all document development and coordination activities required to complete Section 106 of the National Historic Preservation Act of 1966. All permits to be provided by the government under a

construction contract must be secured by GLNPO, and permit conditions must be incorporated into the final design prior to bid solicitation. This task includes coordination with riparian landowners to obtain rights of entry or other permissions needed to secure permits and site access for construction. Riparian landowners are expected to include, but may not be limited to, the City of Superior, Graymont (WI) LLC Properties, and LaFarge Corporation.

Estimated costs to be incurred by SWL&P for the DNR DMU with Tasks 2, 3, and 4 assume the activities associated with both DMUs take place simultaneously, and SWL&P will conduct the activities associated with both DMUs simultaneously to the extent possible.

Tasks 5-8:

Tasks 5-8 are activities related to addressing Upland Source Control Area contamination.

Task 5: 100% Design Report for Upland Source Control Area will be prepared by SWL&P (with the assistance of Foth) and will include the following tasks:

- Project Management
- Meetings and Stakeholder Engagement
- Permitting
- Geotechnical Investigation
- Stakeholder and community acceptance
- Final Remedial Design and Engineering Support
- Continuing Obligation Notification and GIS Registry Submittal
- Cost Estimate
- Ability to contribute to beneficial use impairment (BUI) removal

Task 6: Contractor Pre-Construction Activities for the Upland Source Control work

will include the following items to be provided by SWL&P contractors:

- Pre-construction management
- Performance bonds
- Shoring design development
- Railroad Track Monitoring Plan preparation
- Geotechnical borings

Task 7: SWL&P in-kind internal and external costs for coordination with GLNPO and WDNR on Upland Source and Sediment COC Evaluation will include the following items:

- Internal costs and external professional services costs
- Briefings with EPA and WDNR on upland source control
- Review of WDNR documents associated with sediment sampling and remedial options evaluation for additional COCs
- Review of GLNPO and WDNR comments on various site documents
- Other miscellaneous in-kind services

Task 8: The Upland Source Control Area remedial action construction and oversight took place in 2023 and is approximately \$14 million (rounded). This cost includes the following tasks that also includes equipment purchases:

- Installation of a AS/SVE biosparge system
- Excavation, treatment and disposal of soil and groundwater potentially impacted by the MGP
- Implementation of Oxygen Release Compound (ORC)
- RA Source Control Construction Oversight

- Site restoration following 2023 Source Control Construction

Equipment and supplies:

- Temporary Shoring (Sheetpile)
- High Density Polyethylene (HDPE) piping for the biosparge and dewatering
- Dewatering Installation/Operation Equipment
- ORC Soil Augmentation chemicals
- Backfill Material
- Well drilling and abandonment materials
- Biosparge Equipment (blowers and buildings)
- Site Restoration supplies

All estimated costs for Tasks 1-8 are shown on the attached Cost Estimate Table (Table 1). SWL&P is responsible for all tasks and costs for Tasks 1-8, unless otherwise agreed upon by GLNPO, SWL&P, and WDNR, and will be responsible for submitting all costs as in-kind to GLNPO, under the terms of the First Modification to the Project Agreement.

.

FIGURES

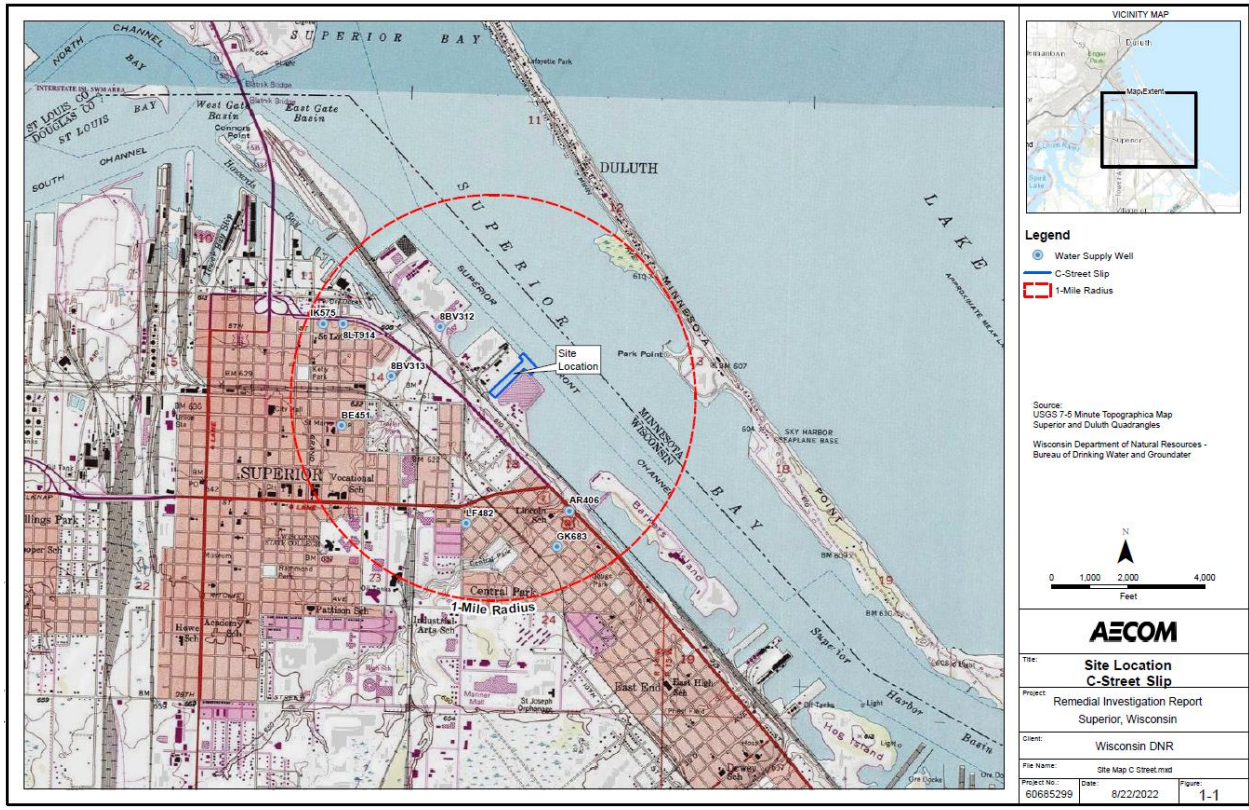


Figure 1: Site Location

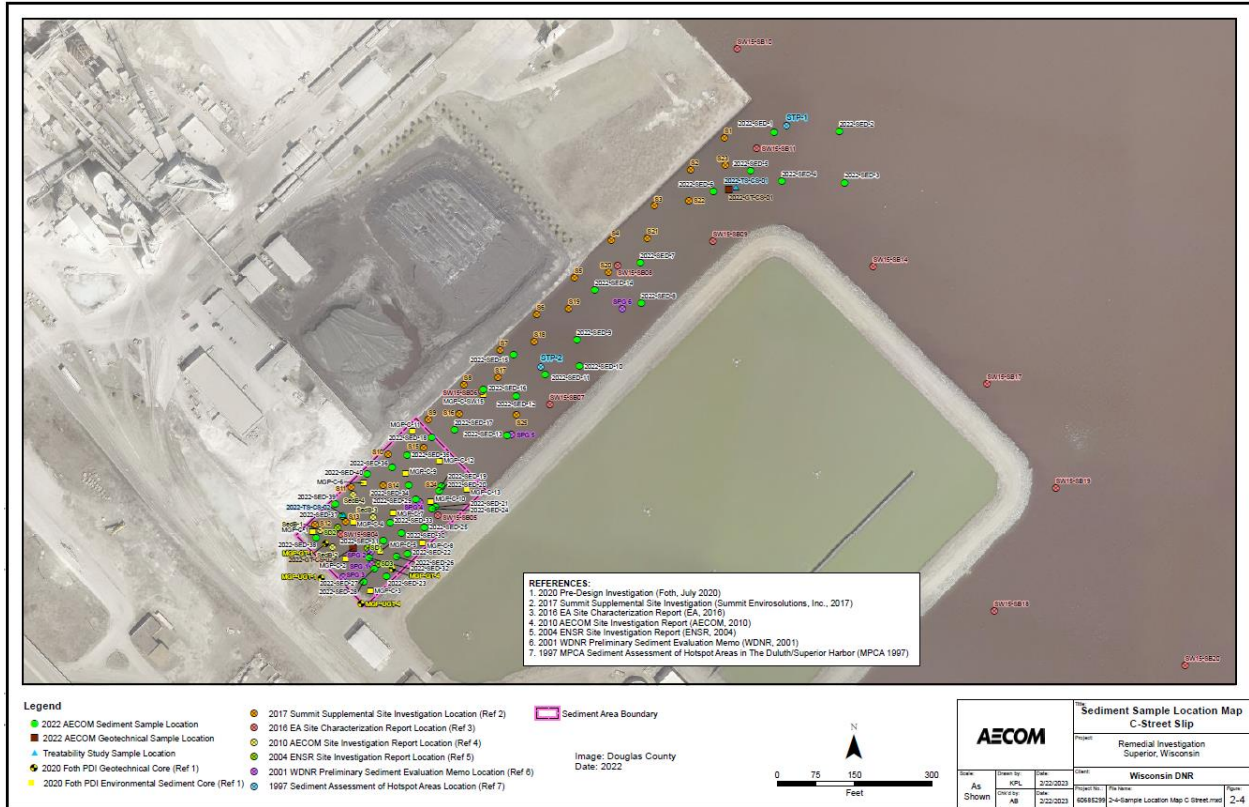


Figure 2: Compiled Sediment Location

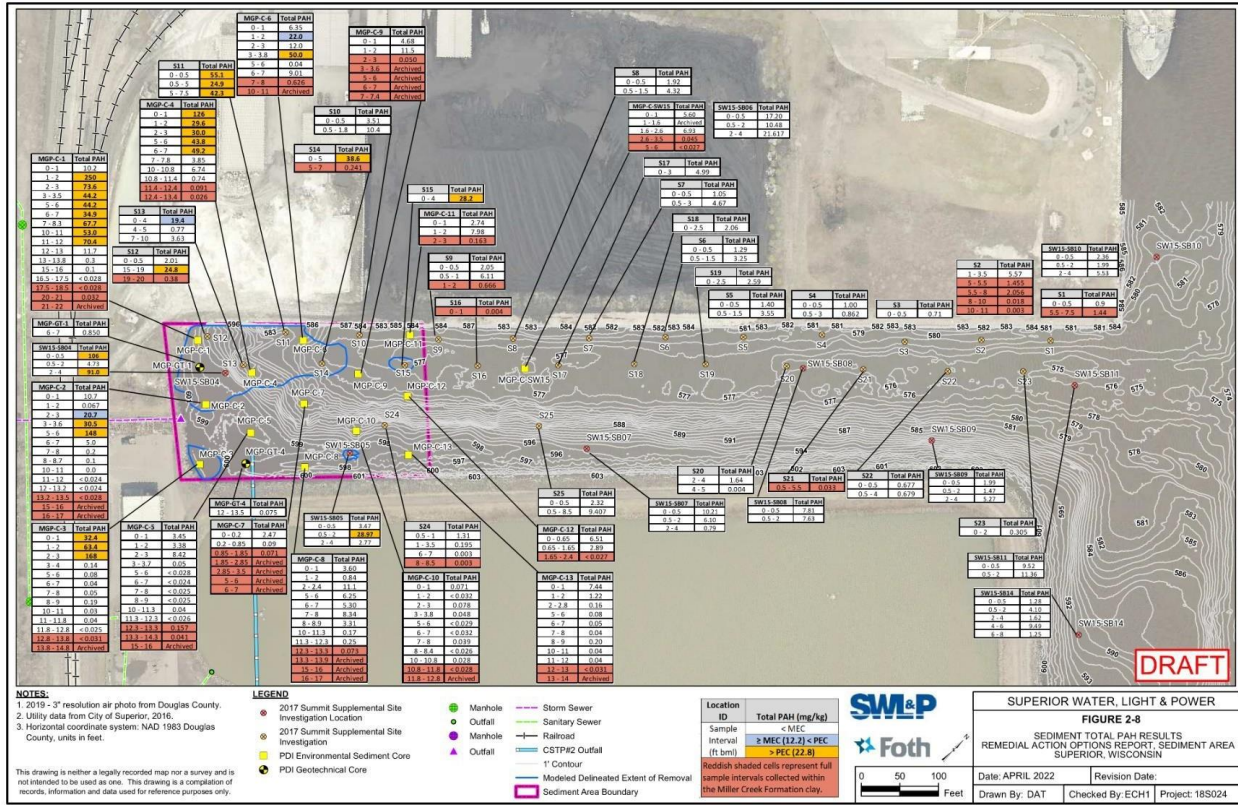


Figure 3: Sediment Total PAH results from Draft ROAR

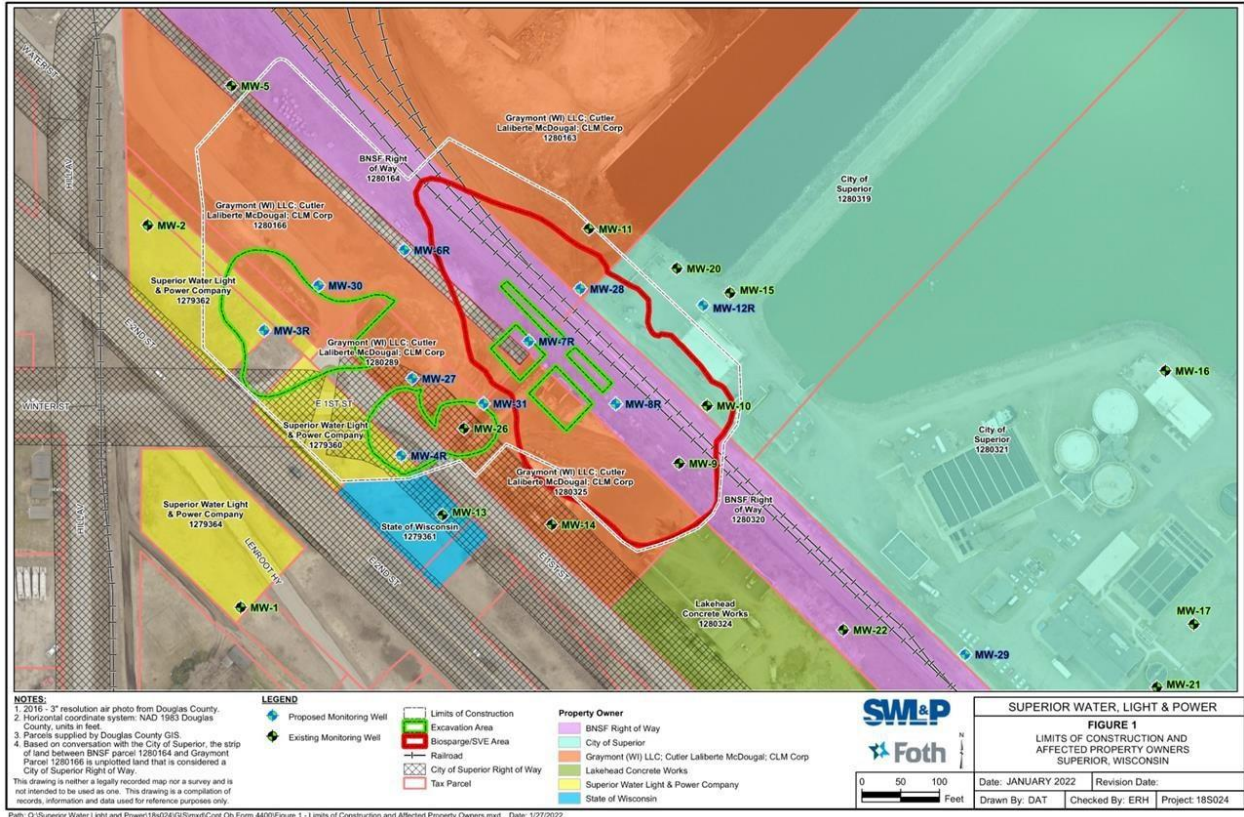


Figure 4: Upland Source Control Area

TABLES

Table 1: SOW estimated budget

SUMMARY OF PROJECT COST ESTIMATES FOR UPLAND AND C STREET SLIP					
SUMMARY TABLE					
Item/Task	Total Est Cost	SWL&P Pay	EPA Pay	EPA Credit Earned	Notes
UPLAND WORK - TOTAL	\$ 15,638,000.00	\$ 15,638,000.00	\$ -	\$ 8,064,700.00	
Remedial Design (Task 5, 6, and 7)	\$909,000.00	\$909,000.00	\$ -	\$590,850.00	65% EPA credit since Oct 2021
SWL&P internal cost and 10% contingency	\$729,000.00	\$729,000.00	\$ -	\$473,850.00	65% EPA credit since Oct 2021
Remedial Action (Task 8 remediation)	\$4,000,000.00	\$4,000,000.00	\$ -	\$7,000,000.00	50% EPA credit
SEDIMENT WORK - RD and RAOR development	\$ 1,060,200.00	\$ 1,060,200.00		\$ 689,130.00	
RAOR/Feasibility Study (Task 1 & 7)	\$253,200.00	\$253,200.00	\$ -	\$164,580.00	65% EPA credit since Oct 2021
Remedial Design (Task 2, 3, 4 & 7)	\$600,000.00	\$600,000.00	\$ -	\$390,000.00	65% EPA credit since Oct 2021
Remedial Design (Mercury DMU Task 2, 3, 4, & 7)	\$207,000.00	\$207,000.00	\$ -	\$134,550.00	65% EPA credit since Oct 2021
Total cost for FS/RD and source control	\$ 16,698,200.00				
TOTAL SWL&P CREDIT CREATED	\$ 8,753,830.00				

All potential credits are subject to paragraph 17 of the First Modification to the Project Agreement

Table 2: Estimated SOW Schedule

Month	ESTIMATED SCHEDULE
Apr-23	Source Control Work Begins
Nov-23	Upland Source Control RA complete
March-24	Sediment Revised FFS RAOR
May-24	30% in-water design
Aug-24	60% in-water design
Aug-24	TRC for Remedial Action
Dec-24	Final Design/Permit applications
Jan-25	RD Approval
Nov-24	First Modification to Project Agreement RA signed
Jan-25	GLNPO begin pre-solicitation