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MODIFICATION TO THE GREAT LAKES LEGACY ACT PROJECT AGREEMENT BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND FRASER SHIPYARDS, INC. AND THE CITY OF SUPERIOR, WISCONSIN FOR REMEDIAL ACTION OF HOWARDS BAY, ST. LOUIS RIVER AREA OF CONCERN

The United States Environmental Protection Agency (U.S. EPA), represented by the Great Lakes National Program Office (GLNPO), and the Wisconsin Department of Natural Resources (WDNR), Fraser Shipyards, Inc. (Fraser), and the City of Superior, Wisconsin (City) (together, the Non-Federal Sponsors), are entering into this Modification to the Project Agreement (Agreement) for Remedial Action (RA) for Howards Bay located in the St. Louis River Area of Concern (AOC) in Superior, Wisconsin (the Project). U.S. EPA, WDNR, and Fraser entered into a Project Agreement on May 19, 2014 to conduct a Focused Feasibility Study and Remedial Design (FFS/RD) for Howards Bay. The Estimated Total Project Costs for the FFS/RD was $710,000. The Project Agreement for the FFS/RD was subsequently modified on March 15, 2016 and February 14, 2018, to increase the Estimated Total Project Costs for the FFS/RD to $2,000,000. A Modification to the Project Agreement for Remedial Action (RA) with an Estimated Total Project Costs of $16.6 million was signed by U.S. EPA on May 2, 2019. U.S. EPA and the Non-Federal Sponsors now wish to modify the Project Agreement to increase the Total Project Costs to $21,648,973 to complete the RA for Howards Bay by entering into this Modification to the Project Agreement.

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)(11). Howards Bay is part of the St. Louis River AOC, which is wholly within the United States. The Project is to implement the RA and includes dredging and disposal of contaminated sediments, and enhanced natural recovery of sediments in Howards Bay and three slips on the south shore of the bay (Fraser Slip, Cumming Avenue Slip, and Hughitt Slip). Sediments are contaminated with heavy metals including mercury, lead, organotins, and poly aromatic hydrocarbons (PAHs). The Estimated Total Project Costs for the RA is planned not to exceed $20,461,645, with GLNPO paying 64% and the Non-Federal Sponsors paying 36% of the Estimated Total Project Costs.

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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 Sponsor must enter into a written project agreement under which it agrees to carry out its 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 remediate contaminated sediments will facilitate removing Beneficial Use Impairments and delisting an Area of Concern. This work supports Objective 1.2 of U.S. EPA's Strategic Plan for 2018-2022 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 Measure of Progress from the Great Lakes Restoration Initiative Action Plan II: all necessary management actions in Areas of Concern have been taken; and removal of Beneficial Use Impairments in Areas of Concern.

The Total Project Costs for the FFS/RD for Howards Bay were estimated to be $2,000,000. The Non-Federal Sponsors provided 35% and GLNPO provided 65% of the FFS/RD Total Project Costs. The Total Project Costs for the Project under this Modification to the Project Agreement increase to $21,648,973, and the Estimated Total Project Costs for the RA increase to $20,461,645. GLNPO will provide 64% and the Non-Federal Sponsors will provide 36% of the Estimated Total Project Costs through a combination of cash and in-kind contributions. WDNR will increase its cash contribution to a total of $1,400,000. Fraser will increase its cash contribution to a total of $2,250,000. The City will provide in-kind contributions only with an increased estimated total value of $3,417,446.

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.

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b. "Estimated Total Project Costs" means $20,461,645 under this Modification to the Project Agreement for the Remedial Action. Total cash contributions from WDNR during the project are subject to a cap of $1,400,000, and total cash contributions from Fraser during the project are subject to a cap of $2,250,000. Total in-kind contributions from the City during the project have an estimated total value of $3,417,446.

c. "Fiscal year" means one fiscal year of GLNPO. The GLNPO fiscal year begins on October 1 and ends on September 30.

d. "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: labor provided by the Non-Federal Sponsors to support Project completion, direct and indirects costs of construction and operation of Project elements, land rent, airspace for the disposal of dredged sediment in an excavated material disposal facility, construction materials, equipment, design or engineering services, sampling and laboratory services and staff charges.

e. "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.

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

g. "Project" means work set forth in the Scope of Work which is attached hereto and incorporated by reference, for performance of the RA, including dredging and disposal of approximately of contaminated sediments.

h. "Project period" means the time from when the Project Agreement for the FFS/RD was signed, May 19, 2014, 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.

i. "Total Project Costs" means $21,648,973 including: 1) $1,187,327, incurred by the Non-Federal Sponsors and/or GLNPO under the Project Agreement effective on May 19, 2014 for the FFS/RD, as modified on March 15, 2016 and February 14, 2018; and 2) the Estimated Total Project Costs to be incurred by the Non-Federal Sponsors and/or GLNPO according to this Modification to the Project Agreement for the RA 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

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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, the Non-Federal Sponsors certify that their 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 Sponsors maintain 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 Project Agreement cash, real and personal property, and other assets. The Non-Federal Sponsors adequately safeguard all such property and assures that it is used solely for authorized purposes.

d. Budget control. For each Project Agreement, the Non-Federal Sponsors compare 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.

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 Sponsors' accounting records are supported by such source documentation as paid bills, payrolls, time and attendance records, contract award documents, etc.

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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 cash and in-kind contributions that are determined to be integral to the Project. The Non-Federal Sponsor cash and in-kind contributions for the RA listed in this agreement replace those listed in the Modification to the Project Agreement dated May 2, 2019. In-kind contributions can include, but are not limited to the following:

(1) Lands;

(2) Equipment;

(3) Labor;

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

b. The Non-Federal Sponsors intend to use land owned by Fraser Shipyards for storage and staging and to dispose of the dredged or excavated material at the City of Superior's Wisconsin Point Landfill and to credit the cost of land use and disposal as an in-kind contribution. The amount of the in-kind contribution for use of Fraser Shipyards' land and disposal at the Wisconsin Point Landfill will be determined according to the procedures in Article IV and subject to the final accounting. In-kind contributions from the City of Superior will include: (a) avoided costs for disposal of dredge material at a commercial landfill (i.e. Vonco) valued at $3,337,446 determined as described in the Scope of Work; (b) labor to repair Moccasin Mike Road which is being used to access the landfill, valued at $50,000; and (c) anticipated wastewater treatment charges, to be waived, valued at $30,000.

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

d. If the amount of the in-kind contributions which the Non-Federal Sponsors provide to the Project is less than 36% 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 their total contribution equal to 36% of the Total Project Costs. WDNR will provide 37.5% of the Non-Federal Sponsor's required cash contribution subject to a total cap of $1,400,000 for the duration of the project. Fraser Shipyards will provide 62.5% of the Non-Federal Sponsor's required cash contribution subject to a total cap of $2,250,000 for the duration of the project. The City will not be providing cash contributions.

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5. GLNPO shall perform a final accounting according to Paragraph 21 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 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 documentation 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 QMP and GLLA Data Reporting Standard (DRS).

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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 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 Basis of Design Report, and Plans and Specifications for the Project.

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 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.

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 Sponsor 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.

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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 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 of the Non-Federal Sponsors shall co-chair the Project Coordination Team.

14. 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

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Coordination Team generally oversees. Upon receipt of bids for construction the Project Managers shall confer on project cost and available budget and exchange written (email, memo, or letter) agreement to proceed with the remedial action before GLNPO or its delegates award contracts to complete the remedial action. This agreement may be modified or terminated per Article XIV of this agreement in the event total project costs would be exceeded and/or the Non-Federal Sponsors do not have sufficient funds available to cover unanticipated project costs.

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 for the RA are increased to 20,461,645, and the Total Project Costs for the FFS/RD and RA are increased to $21,648,973. The Non-Federal Sponsors' contribution toward the Total Project Costs required under Paragraph 4 is projected to increase to $7,781,757. Cash contributions from WDNR under this agreement are subject to a cap of $1,400,000 for the duration of the project, and cash contributions from Fraser are subject to a cap of $2,250,000 for the duration of the project. As listed in the previous Modification dated May 2, 2019, Fraser will provide in-kind contributions for use of its property with an estimated total value of $600,000 and WDNR will provide in-kind contributions for oversight, feasibility study and labor with an estimated total value of $200,000. The City will provide in-kind contributions only with an increased estimated total value of $3,417,446. 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.

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18. In providing its required share of the Total Project Costs required by Paragraph 4, the Non-Federal Sponsors shall provide cash payments and in-kind contributions to the Project according to the provisions of this Paragraph.

a. Where the Non-Federal Sponsors are meeting their cost share requirements through in-kind costs, the Non-Federal Sponsors shall submit detailed documentation of the work they perform 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 shall, at a minimum, include the time period for which costs were incurred, total 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 costs incurred to meet its cost share requirement. The type of records that the Non-Federal Sponsor 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 costs 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 costs 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.
>
> 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 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

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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 fail 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.

b. Where the Non-Federal Sponsors are meeting their cost share requirements through cash payments, the Non-Federal Sponsors have paid or shall make the following payments:
    i. WDNR paid $650,000 on February 2, 2020, $325,000 on October 6, 2020, and $325,000 on or about August 10, 2021.
    ii. Fraser paid $1,100,000 on February 2, 2020, $550,000 on October 20, 2020, and $550,000 on June 28, 2021.
    iii. Within 30 days of receipt of an invoice from GLNPO after the Project is complete and the final accounting has been completed WDNR and Fraser shall pay any remaining cash contributions required to meet the Non-Federal Sponsors' cost share, subject to the cap on WDNR's and Fraser's cash contributions, in the manner outlined in Paragraph 21, below.

Payments made pursuant to parts (b)(i)_and (b)(ii) of this schedule (payments made prior to receipt of project bids) shall be refunded to WDNR and Fraser in the event that project bids received exceed the Estimated Total Project Costs, resulting in termination of this Agreement under Article V, paragraph 14, and Article XIV of this Agreement. In addition, GLNPO shall refund payments, or portions thereof, to WDNR and Fraser in the event that GLNPO terminates the project under Article XIV of this Agreement and the final accounting indicates that the Non-Federal Sponsors' contributions exceed the required non-federal proportionate share of the Total Project Costs at termination. Except in the case of GLNPO terminating this Agreement prior to completion of the Project, GLNPO shall not refund any cash payments or the value of any in-kind contributions made in the event that the final accounting shows the Non-Federal Sponsors' contributions exceed the required non-federal proportionate share of the Total Project Costs.

19. Subject to the limitations on cash and in-kind contributions of the Non-Federal Sponsors set forth above, if at any time GLNPO and the Non-Federal Sponsors agree 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

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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 18. 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 its required share of the Total Project Costs, the Non-Federal Sponsors providing cash contributions 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 below.

c. If the final accounting shows that the Non-Federal Sponsor's total contribution is greater than its required share of the Total Project Costs, GLNPO shall notify the Non-Federal Sponsor as to the amount of the over-match and such amount may be applied towards the Non-Federal share of the cost of any other project carried out by the Non-Federal Sponsor within the same AOC to the extent allowed under the GLLA.

21. In the event that the Non-Federal Sponsors have not provided enough funding to meet its required proportionate share of Total Project Costs, GLNPO will provide the Non-Federal Sponsors providing cash contributions with an invoice for the balance required and the Non-Federal Sponsors hall 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.

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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 the party not in dispute receives the other 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 30 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

25. Subject to applicable federal laws and regulations, the Non-Federal Sponsors, at no cost to GLNPO, shall maintain the elements of the Project constructed pursuant to this

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Agreement in a manner compatible with the authorized purposes of the Project including the maintenance of the dredged sediment from the Project. The Non-Federal Sponsors shall be responsible for taking all actions necessary to undertake the maintenance for the Project as set forth in the attached Project description. The City shall only be responsible for long-term maintenance for the Project on City-owned property or public road rights-of-way.

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 21, 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. The parties agree that the Non-Federal Sponsors are responsible for complying with any auditing requirements imposed upon its organization. As part of this Project Agreement, the Non-Federal Sponsors agree 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 Sponsors and to the extent permitted under applicable federal laws and regulations, GLNPO shall give the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of any non-federal audits

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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 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. 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 the Non-Federal Sponsors each act in an independent capacity, and neither is considered the officer, agent, representative or employee of the other.

34. 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 either pursuant to any cause of action that the other party may have for 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 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.

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36. 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 Non-Federal Sponsors in writing, and GLNPO may 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.

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

38. 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

39. The Parties 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 XIV - NOTICES

40. 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 Sponsors:

Joseph Graham
Project Manager
WDNR
810 W. Maple Street
Spooner, WI 54801
(715) 635-4075
Joseph.Graham@wisconsin.gov

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Dave Steininger
President & COO
Fraser Shipyards, Inc.
1 Clough Ave.
Superior, WI 54880
(715) 395-6543
dsteininger@frasershipyards.com

Darienne McNamara
Environmental Regulatory Manager
City of Superior
1316 North 14th Street #200
Superior, WI 54880
mcnamarad@ci.superior.wi.us

to GLNPO:

Bradly Benson
Project Coordinator
Great Lakes National Program Office
77 W. Jackson Blvd.
Chicago, IL 60604-3590
(312) 353-5571
benson.bradly@epa.gov

41. Either party may change its notice address provided in Paragraph 43 by written notice to the other party.

42. 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

43. 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.

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ARTICLE XVIII -RESPONSIBLE PARTIES

44. 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 Sponsor and GLNPO shall provide prompt written notice to each other. The Non-Federal Sponsor and GLNPO shall consult according to Article III 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 third party from any liability that may arise under CERCLA or other federal or state law.

ARTICLE XIX - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

45. 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

46. No officer, agent, consultant, or employee of the Non-Federal Sponsor 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.

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

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

48. Each undersigned representative of the Non-Federal Sponsor 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.

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

50. 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.

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Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shipyards, Inc., and
City of Superior, Wisconsin

By: DocuSigned by: Todd Ambs 6793A7BA427C4CD... Date: 9/3/2021 | 9:23 AM CDT

Wisconsin Department of Natural Resources

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Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shipyards, Inc., and
City of Superior, Wisconsin

By: _____ Date: _____

Fraser Shipyards, Inc.

Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shipyards, Inc., and
City of Superior, Wisconsin

By: _____ Date: 9/3/21

Fraser Shipyards, Inc.

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Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shipyards, Inc., and
City of Superior, Wisconsin

APPROVAL BY THE CITY

Pursuant to action taken by the Common Council on _____, approval is given to the City of Superior to enter into this Agreement.

THE CITY OF SUPERIOR, WISCONSIN,
A Municipal Corporation

By: _____ _____
(James Paine, Mayor) (date)

By:_____ _____
(Frog Prell, Attorney) (date)

By:_____ _____
(Jean Vito, Finance Director) (date)

By:_____ _____
(Terri Kalan, Clerk) (date)

Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shipyards, Inc., and
City of Superior, Wisconsin

APPROVAL BY THE CITY

Pursuant to action taken by the Common Council on 9/7/2021, approval is given to the City of Superior to enter into this Agreement.

THE CITY OF SUPERIOR, WISCONSIN,
A Municipal Corporation

By: _____ 9/14/21
(James Paine, Mayor) (date)

By: _____ 9-14-2021
(Frog Prell, Attorney) (date)

By: Ashley Puetz 9/14/2021
(Ashley Puetz, Finance Director) (date)

By: Camila Ramos 9/14/2021
(Camila Ramos, City Clerk) (date)

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Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shpyards, Inc., and
City of Superior, Wisconsin

By: _____ Date: _____

Cheryl L. Newton
Acting Regional Administrator and Great Lakes National Program Manager
U.S. Environmental Protection Agency

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Howards Bay – Remedial Action
Modification to Project Agreement between U.S. EPA and
Wisconsin Department of Natural Resources,
Fraser Shpyards, Inc., and
City of Superior, Wisconsin

By: CHERYL NEWTON Digitally signed by CHERYL NEWTON Date: 2021.10.08 13:51:36 -05'00' Date: _____

Cheryl L. Newton
Acting Regional Administrator and Great Lakes National Program Manager
U.S. Environmental Protection Agency

Scope of Work for the
Great Lakes Legacy Act
Howard's Bay Sediment Remediation Project

Superior, Wisconsin

St Louis River Area of Concern

revised

September 1, 2021

PURPOSE

This Statement of Work (SOW) provides a description of the work to be performed under a Great Lakes Legacy Act (GLLA) Project Agreement (PA) between the Wisconsin Department of Natural Resources (WDNR), Fraser Shipyards, Inc., the City of Superior, WI, and the U.S. Environmental Protection Agency (EPA). The Howards Bay GLLA Sediment Remediation Project will implement the remedial design in Howards Bay located in the St. Louis River Area of Concern (AOC) in Superior, Wisconsin. The goal of this project is to reduce the concentration of contaminants in sediments that will lead to the removal of several Beneficial Use Impairment (BUI) in the AOC. Details regarding the work to be performed and the roles and responsibilities of each party are provided in the sections below.

During implementation of this SOW, EPA and the Non-Federal Sponsors (NFS) will continue to foster a partnering strategy and a working relationship through a mutually-developed technical approach and communication which creates an environment where trust and team work prevent disputes, foster a cooperative bond, and facilitate completion of a successful project.

BACKGROUND

Howards Bay is an industrialized embayment located in the Wisconsin portion of the St. Louis River AOC (see Figure 1) that has been the site of multiple shipyards, commercial shipping activity, and other industry since the early 1800's and continues to be an important workhorse for the City of Superior. Maritime needs in the bay are met by a federal navigation channel and private slips. The federal channel ranges from approximately 175 to 450 feet wide, has an authorized project depth of 27 feet and extends the length of Howards Bay to the Fraser shipyard (see Figure 1). Several slips and docks adjoin Howards Bay. The Hughitt Slip is used for loading and unloading ships at the CHS grain elevators. The Cummings Slip has most recently been used for long- term layup of ships. The Fraser Slip is used by Fraser Shipyard and local law enforcement for docking smaller boats. Ownership of adjacent lands around Howards Bay is a mix of industrial and city-owned lands.

Elevated levels of heavy metals including mercury, lead, organotins (e.g., tributyl tin), and polycyclic aromatic hydrocarbons (PAHs) have been detected through a series of sampling programs by WDNR and EPA beginning in 1993 and extending through 2013, and are the primary constituents of concern (COCs) for the GLLA project. Concentrations of the COCs vary within Howards Bay due to the history of dredging and historical activity within the bay, and have been fairly well defined by the historical studies.

Specific activities to be implemented under the GLLA project are described in more detail below.

GENERAL

The NFS, EPA, and the EPA's federal partner, the U.S. Army Corps of Engineers, and their contractors, will coordinate to develop all final deliverables, including all final engineering design documents necessary for contracting and constructing the selected remedy. Additionally, the NFS and EPA will coordinate to implement the sediment remediation work described in the FINAL Design Document Report, Design Drawings, and the Design Specifications, both currently in the final stages of development along with the items detailed in Section I of this document.

The NFS and EPA representatives will serve as co-chairs of the project coordination team and will coordinate on all aspects of the project. Major components of the Remedial Action effort are listed below and described more fully under **TASKS and RESPONSIBILITIES**. Under an agreement with EPA, the dredging will be completed by the U.S. Army Corps of Engineers (USACE) as part of an integrated project involving Strategic Navigational Dredging and environmental cleanup dredging. Navigational maintenance dredging of un-impacted sediment will be completed simultaneously as cleanup dredging to take advantage of efficiencies gained through economy of scale.

1. Access agreements, easements and rights of way
2. Finalize and acquire required permits
3. Public outreach
4. Contractor mobilization
5. Construction oversight
6. Site preparation / stormwater controls / temporary facilities construction
7. Sediment processing area construction
8. Landfill site preparation / stormwater controls / temporary facilities construction
9. Dredging and sediment processing
10. Water Treatment
11. Transportation and disposal
12. Subaqueous sediment cover and sand cover for residuals management
13. Decommissioning of temporary facilities
14. Landfill restoration and repair of haul roads
15. Contractor demobilization
16. Final Reporting
17. Financial reporting and accounting to reconcile and determine final cost share

TASKS and RESPONSIBILITIES

The project tasks are summarized below. Unless otherwise noted, the NFS and EPA will jointly share responsibilities for review, evaluation, and comment on all documents, reports, construction progress information, and laboratory results developed as part of the work performed under this SOW. The NFS and EPA will determine final responsibilities at the appropriate point during the design phase of the project for those tasks where a lead is not currently identified. Several factors will be used to determine the final lead for each task such as efficiency of implementation, contractor relationships, scheduling considerations, cost share considerations and logistics. Deliverables are summarized in Table 1. Unless otherwise noted, the NFS and EPA will jointly share responsibilities for review, evaluation, and comment on all documents, reports, and laboratory results developed by the NFS, EPA, their agents, laboratories, and/or

contractors as part of this PA.

To ensure cost-effective and efficient implementation of the project tasks, the project coordinators for EPA and the NFS may agree to shift the lead roles for completion of the various project tasks, through mutual written e-mail, memorandum, or letter agreement, or after mutually accepted revisions to this SOW.

Task 1 Access Agreements, Easements, and Rights of Way
The design currently anticipates that property currently owned by Fraser Shipyard will be utilized for the majority of the implementation of the remediation. However, some of the work will require access agreements with the City of Superior. The NFS and EPA will be jointly responsible for acquisition of any lands, easements, or rights of way required for implementation of the remedy as well as any compensation required to attain such agreements. Additionally, Fraser will be responsible for granting access agreements to the EPA and its contractors for implementation of the remedy. The NFS and EPA will jointly coordinate with other minor property owners as necessary on schedules for dredging in areas with active ship loading, marina operations, or other property owner interests that could be impacted by the remedial construction.

Task 2 Finalize and Acquire Required Permits
EPA and USACE will apply for required project permits as part of the current project agreement. EPA and USACE will have the primary responsibility of completing the permitting activities as part of this SOW.

Task 3 Public Outreach
This task includes activities to inform the public and interested stakeholders of project plans and activities and obtain stakeholder input. These activities may include, but are not limited to: newspaper ads, public meetings, other stakeholder meetings and events, and preparation of newsletters. The goal is to keep all stakeholders informed of the project plans, allow stakeholders to ask questions or express concerns, and gamer support for the project. The NFS and EPA will share primary responsibility for completion of this task.

Task 4 Contractor Mobilization
This task includes all activities required for the contractor to mobilize equipment, materials, facilities and personnel to the Site and to establish their operations in support of completing the remediation work in accordance with the plans, specifications and permits. This task also includes the contractor's acquisition and deployment of project materials in support of the work from offsite sources. The EPA and USACE will have the primary responsibility for this task.

Task 5 Construction Oversight
This task includes all activities involved in providing oversight of the construction work and performance of the contractor(s), including documenting and construction quality assurance and quality control during the execution of the remedial construction work. The EPA and NFS will share responsibility for this task.

Task 6 Site Preparation / Stormwater Controls / Temporary Facilities Construction
This task includes all site preparation activities, construction of temporary and permanent stormwater controls, and any other temporary facilities in accordance with the design specifications. The EPA and USACE will have the primary responsibility for this task.

Task 7 Sediment Processing Area Construction
This task includes all activities involved in the construction of the sediment processing area including the sediment offloading structure and sump. The EPA and USACE will have the primary responsibility for this task.

Task 8 Landfill Site Preparation / Stormwater Controls / Temporary Facilities Construction
This task includes all site preparation activities, construction of temporary and permanent stormwater controls, and any other temporary facilities in accordance with the design specifications necessary for sediment disposal at Wisconsin Point Landfill. The EPA and USACE will have the primary responsibility for this task.

Task 9 Dredging and Sediment Processing
This task includes all activities involved in dredging of contaminated sediments per the remedial design specifications. This also includes all processing (dewatering) and handling of sediment necessary for transportation and disposal. The EPA and USACE will have the primary responsibility for this task.

Task 10 Water Treatment
This task includes all activities required to collect, treat, convey, test and discharge water generated by the dredging and sediment dewatering. The EPA and USACE will have the primary responsibility for this task.

Task 11 Transportation and Disposal
This task includes all activities involved in the transportation and disposal of contaminated sediment. Contaminated sediment disposal at the Wisconsin Point Landfill will be in accordance with the remedial design specifications. The EPA and USACE will have the primary responsibility for this task.

Task 12 Subaqueous Sand Cover and Sand Cover for Residuals Management
This task includes all activities construction activities related to the placement of remedial sand for enhanced natural recovery in the identified remedial footprint areas. It also includes residuals cover placements, where designed. The EPA and USACE will have the primary responsibility for this task.

Task 13 Decommissioning of Temporary Facilities
This task includes all construction and decontamination activities at the conclusion of dredging, transportation and disposal, and capping, that will be required prior to site restoration. The EPA and USACE will have the primary responsibility for this task.

Task 14 Landfill Restoration and Haul Road Repairs
This task includes all construction and restoration activities necessary to restore the Wisconsin Point Landfill in accordance with the remedial design specifications. This task also includes any repairs necessary along the haul routes to the Wisconsin Point Landfill; including Wisconsin Point and Moccasin Mike Roads. The EPA and USACE will have the primary responsibility for this task, and will also provide materials for repairs to Moccasin Mike Road to be made by the City of Superior.

Task 15 Contractor Demobilization
This task includes all activities involved in demobilizing from the site following completion of site

restoration. The EPA and USACE will have the primary responsibility for this task.

Task 16 Final Reporting
This task includes the development of a final construction activities report documenting the activities performed, monitoring results, and providing record drawings for the major components of the project.

EPA and USACE shall be responsible for preparing draft and final versions of this report. The NFS will contribute information, drawings, and text, as applicable, and be responsible for review and comment.

Task 17 Financial Reporting and Accounting to Reconcile and Determine Final Cost Share
This task includes all activities involved to complete final accounting and document final cost share requirements. EPA will complete final accounting with documentation provided by the NFS.

PROJECT BUDGET AND SCHEDULE

Estimated project costs are provided below (including contingencies).

TASK	ESTIMATED COST
Feasibility Study and Remedial Design	$1,187,000
Construction Contract Awarded	$12,053,000
USACE Supervision and Administration	$2,388,193
Fraser In-kind Contributions	$600000
WDNR in-Kind Contributions	$200,000
City of Superior In-Kind Contributions	$3,417,446
Construction Contingency	$1,803,304
TOTAL	**$21,648,973**

The City of Superior will be providing disposal services at Wisconsin Point Landfill for sediments dredged as part of this project. Based on a unit rate cost quote for alternate disposal services, the Non-Federal Sponsors will receive an in-kind contribution credit in the amount of $38.47 per cubic yard for supply of disposal services.

Anticipated schedule for completion of RA activities is provided below.

FINAL Remedial Design and Specifications..... Summer 2019
Dredging Contractor Procurement..... Summer 2020
Mobilization..... Spring 2020
Completion of Dredging / Sand -Residuals Cover..... Fall 2021
Restoration / Closure of Wisconsin Point Landfill / Road Repairs..... Fall 2021
Demobilization..... Fall 2021

The schedule will be managed to coincide with the U.S. Army Corps of Engineers' activities in development of the Strategic Navigational Dredging project so as to avoid any overlap and

ensure that all necessary tasks are completed on a schedule compatible to both efforts to allow for an integrated project implementation approach.
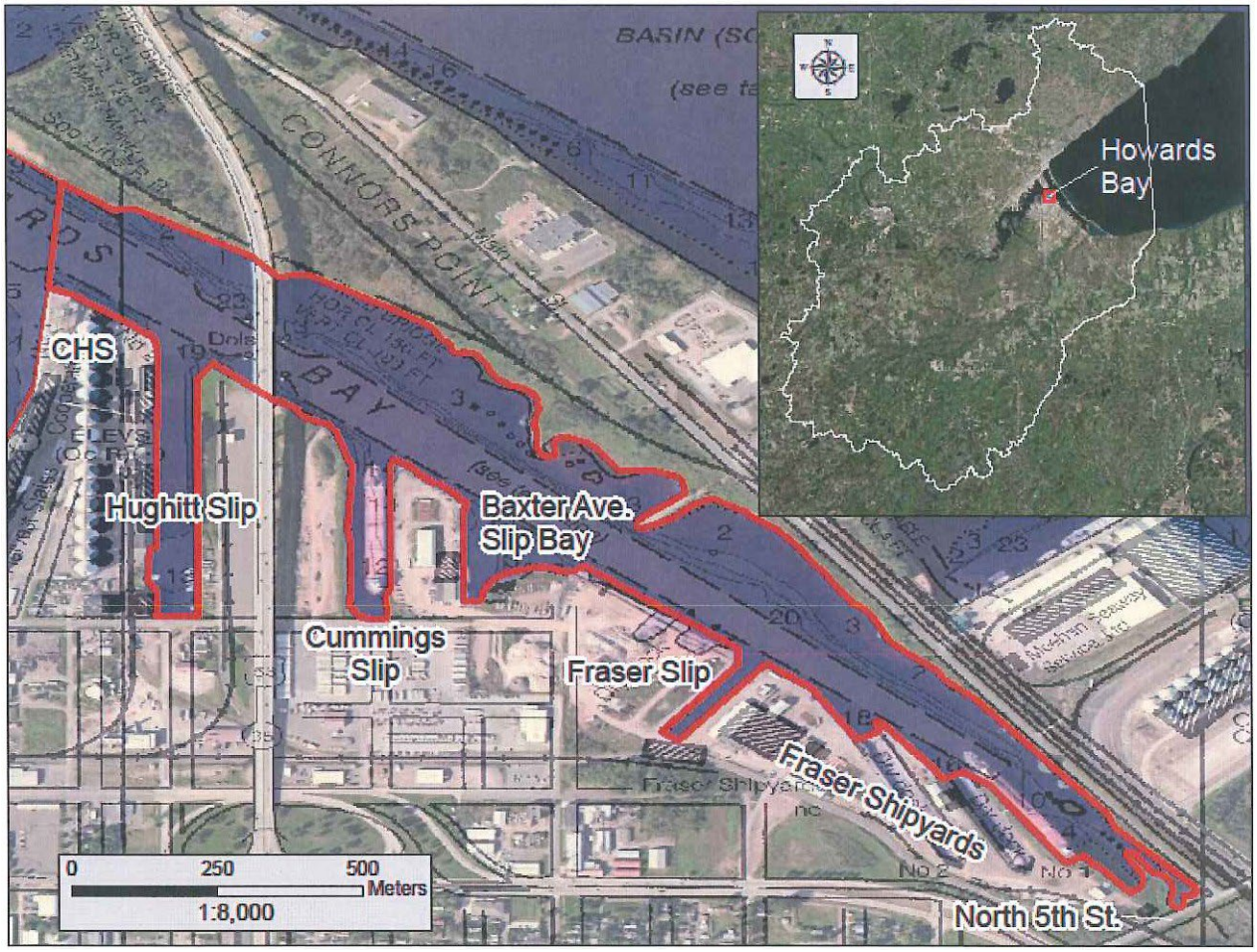
Figure 1. Howards Bay Site Overview.