

## MILWAUKEE ESTUARY AREA OF CONCERN

### MILWAUKEE ESTUARY DREDGED MATERIAL MANAGEMENT FACILITY AGREEMENT

**This Milwaukee Estuary Dredged Material Management Facility (DMMF) Agreement is made by and between the City of Milwaukee, Wisconsin (the City), the Milwaukee Metropolitan Sewerage District (MMSD), and the State of Wisconsin Department of Natural Resources (the DNR) (collectively the “Parties” and each individually a “Party”).**

WHEREAS, the Parties wish to enter into this DMMF Agreement, pursuant to Wis. Stat. §§ 66.0301, 281.83(1), and 292.31(3)(b), for the purpose of defining contributions, roles, and responsibilities for the DMMF that are separate from the Non-Federal Sponsors Funding Contribution Agreement (NFS Agreement) and the Great Lake Legacy Act (GLLA) Project Agreement between the United States Environmental Protection Agency (EPA) and the DNR, the City of Milwaukee, Milwaukee County Parks, MMSD, and We Energies for Focused Feasibility Study (FFS), Pre-Design Investigation (PDI), and Remedial Design (RD) of Impacted Sediments, the design of the proposed DMMF and the removal of polychlorinated biphenyl (PCB) contaminant Source Material in the Milwaukee Estuary Area of Concern (MKE Estuary AOC), Milwaukee, Wisconsin, executed on January 6, 2020, and as subsequently amended, hereinafter referred to as the “MKE20 Federal Agreement”; and

WHEREAS, the Menomonee, Kinnickinnic, and Milwaukee Rivers in the MKE Estuary AOC are listed as being impaired waters under Section 303(d) of the Clean Water Act with the cause of the impairment being contaminated sediment; and

WHEREAS, the non-federal sponsors (NFS) for the MKE20 Federal Agreement are the DNR, the City, Milwaukee County, We Energies and the MMSD; and

WHEREAS, EPA has identified the MKE Estuary AOC on a list of 10 potential priority AOCs in their Action Plan III. EPA has indicated that they will prioritize certain AOCs to receive most of the funding prior to a 2024 deadline. The NFS strive to be a priority AOC with a new DMMF as a key component; and

WHEREAS, Port Milwaukee is a department of the City of Milwaukee. References to “the City” include Port Milwaukee, where applicable; and

WHEREAS, remediation to address impairments in the MKE Estuary AOC will require a permanent, safe location for storage of contaminated material removed from the MKE Estuary AOC; and

WHEREAS, in 2019, with support from the State of Wisconsin Harbor Assistance Program Grant, We Energies contracted with an engineering firm to design a DMMF to receive dredged material from the MKE Estuary AOC; and

WHEREAS, in 2019, the DNR performed an *Analysis of Dredged Material Management Alternatives for the Milwaukee Estuary Area of Concern Great Lake Legacy Act Projects* which evaluated three alternatives, including no action, landfill, and the proposed DMMF. The DNR recommended the DMMF because it met the evaluation criteria, has lower costs and is more sustainable than the landfill option, and

comports with the Public Trust Doctrine. The DNR performed a 45-day public comment period, through January 9, 2020, for the document. Three people submitted comments, all in favor of the DMMF; and

WHEREAS, in 2019, the DNR coordinated with the EPA for the U.S. Army Corps of Engineers (USACE) to provide technical assistance to design the DMMF. The USACE reviewed the preliminary design to ensure that the DMMF is designed to the most current and defensible technical standards; and

WHEREAS, the DMMF was selected as the management option for contaminated sediment to be removed from the MKE Estuary AOC based on the DNR's alternatives evaluation, public comments, and the USACE's technical review of the preliminary design; and

WHEREAS, the DMMF will be constructed on lakebed owned by the City; and

WHEREAS, the MKE20 Federal Agreement includes the design and construction of the DMMF by MMSD and the filling of a portion of the DMMF by EPA Great Lakes National Program Office (GLNPO) and its contractors with contaminated material removed from the MKE Estuary AOC; and

WHEREAS, the EPA GLNPO is not authorized to operate, monitor, or maintain the DMMF following its filling operations; and

WHEREAS, the Legislature enacted 2021 Wisconsin Act 124 on February, 4, 2022, authorizing MMSD to finance and construct the DMMF;

WHEREAS, MMSD has submitted permit applications to the DNR for the DMMF, which specify that, following EPA GLNPO's filling operations, the DMMF is anticipated to have capacity to accept materials from Port Milwaukee navigational dredging and MMSD's watercourse projects and that Port Milwaukee will be responsible for closure and long-term care of the DMMF; and

THEREFORE, NOW, after valuable consideration of the foregoing recitals, the covenants, promises, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged and approved, the Parties agree to enter into this DMMF Agreement to effectuate the undertaking of actions set forth herein related to the DMMF:

## **1. GENERAL**

### **1.1. Definitions.**

- (a) Unless explicitly provided for in this DMMF Agreement or the MKE20 Federal Agreement, terms shall have their ordinary meaning.
- (b) The following terms in this DMMF Agreement have the meaning indicated in the definitions below.
  - i) "Contribution Agreement" means the Non-Federal Sponsors Funding Contribution Agreement dated March 17, 2021, that is the companion to the MKE20 Federal Agreement.

- ii) “DMMF” means the MKE Estuary AOC Dredged Material Management Facility.
- iii) “DMMF Agreement” means this Agreement.
- iv) “Facility Management Plans” means the following three documents in MMSD’s request for the LHE for the DMMF submitted to the DNR on May 8, 2023:
  1. “Facility Operations and Maintenance Plan” means the plan for operation and maintenance of the DMMF following construction through completion of the final cover.
  2. “Facility Closure Plan” means the plan for construction of the final cover in the DMMF after all filling operations are complete.
  3. “Long-Term Care and Maintenance Plan” means the plan to manage water and inspect and maintain the DMMF after the final cover is complete.
- v) “GLNPO” means the Great Lakes National Program Office of the EPA.
- vi) “LHE” means the low-hazard waste grant of exemption DNR issued for the DMMF on July 31, 2023, pursuant to Wis. Stat. § 289.43.
- vii) “MKE20 Federal Agreement” means the Project Agreement between EPA, DNR, the City of Milwaukee, Milwaukee County Parks, Milwaukee Metropolitan Sewerage District, and We Energies, for a FFS, PDI, RD of impacted sediments, the design of the proposed DMMF, and the removal of PCB contaminant source material in the MKE Estuary AOC, Milwaukee, Wisconsin, effective January 6, 2020, and as subsequently amended.
- viii) “NFS” means non-federal sponsors as defined in the MKE20 Federal Agreement and restated above.
- ix) “Project” means work set forth in the Scopes of Work attached to the MKE20 Federal Agreement.
- x) “Scope of Work” means the Scope of Work for Great Lakes Legacy Act Focused Feasibility Study, Pre-Design Investigation & Remedial Design of Impacted Sediments, the Remedial Design of the Proposed Dredge Material Management Facility, the Removal of PCB Contaminant Source Material, and the Remedial Action of Contaminated Sediment in the Milwaukee Estuary Area of Concern Milwaukee, Wisconsin, and as subsequently amended.

1.2. Financial Contributions. To facilitate implementation of the Project, the Parties are willing and able to contribute certain funds and in-kind contributions to design, permit, construct, operate, and maintain the DMMF. The following subsections contain the anticipated project costs and contributions from each Party under this DMMF Agreement.

- (a) City Contributions. The City’s contributions include the following:

- (1) \$3,530,000 for the value of licenses for the approximately 42 acres of the lakebed grant area.
  - (2) \$37,183 for consultant services supporting permitting efforts for the DMMF, which was paid in 2020-21.
  - (3) Costs of the relieving platform and navigational dredging design work estimated at costs of \$97,357 as defined under a separate agreement between the Port Milwaukee and MMSD.
  - (4) Long-term facility operation and maintenance costs estimated at \$21,994,000 through 2120 as described in the Low Hazard Grant of Exemption Application dated May 8, 2023.
  - (5) Staff time as described in the Scope of Work.
- (b) DNR Contributions. The DNR will contribute to the final design and construction of the DMMF, including:
- (1) \$1,752,000 paid to MMSD for design work, permitting, and peer review as defined by a separate agreement between the DNR and MMSD.
  - (2) \$5,248,000 paid to MMSD for construction of the DMMF as defined by a separate agreement between the DNR and MMSD.
  - (3) Staff time as described in the Scope of Work.
- (c) MMSD Contributions. MMSD will fund final design and construction costs for the DMMF, including:
- (1) \$1,457,485 for final design (total contract with Ramboll is \$3,306,842 minus \$1,752,000 contribution from DNR and \$97,357 contribution from Port Milwaukee).
  - (2) \$113,752,000 for construction of DMMF (total estimated cost of \$159,000,000 minus \$5,248,000 from DNR and \$40,000,000 from a Great Lakes Restoration Initiative Grant).
  - (3) Estimated \$16,389,000 for relocation of CSO outfall 195 to allow for placement of the DMMF in the selected location, plus related staff time estimated at \$3,578,000.
  - (4) Staff time for management of the design and construction oversight of the DMMF as described in the Scope of Work.

1.3 Contingencies. The Parties' obligations under this DMMF Agreement shall only become effective and are expressly contingent upon all of the following events first occurring:

- (a) The execution and implementation of a MKE20 Federal Agreement between the Parties, as NFS, and EPA GLNPO and the execution of an amendment to or restatement of the MKE20 Federal Agreement between the Parties, as NFS, and EPA GLNPO, with respect to financial, In-Kind or other commitments or obligations other than as provided in the MKE20 Federal Agreement.
- (b) The DNR has adequate bonding authority or receives annual appropriations sufficient to meet its share of scheduled expenditures for the Project.
- (c) The City has adequate bonding authority or receives annual appropriations sufficient to meet its share of scheduled expenditures for closure and long-term care of the DMMF.
- (d) The Wisconsin Legislature authorizes, as an amendment to Wis. Stat. § 200.35, MMSD to finance and construct the DMMF.
- (e) MMSD has obtained all required permits and approvals to construct the DMMF per Wis. Stat. § 200.35(14)(c).

## **2. USE OF THE DMMF FOR CONTAMINATED MATERIAL**

- 2.1. The DMMF is primarily constructed as storage for material from MKE Estuary AOC remediation projects conducted under contracts with the EPA. It is estimated that the volume of material placed by EPA and its contractors in the DMMF will range from approximately 1,400,000 to 1,500,000 cubic yards (CY), as measured at time of placement within the DMMF. The City will not charge a disposal fee for materials from these projects. The EPA and its contractors will be responsible for the management and treatment of water from the DMMF to meet permit requirements through completion of their placement activities. The EPA will measure the amount of fill material placed prior to final demobilization.
- 2.2. MMSD will include a 2-foot temporary wall extension in the design and construction of the DMMF to accommodate the EPA filling operational capacity, if deemed necessary by the EPA and their consultant. It is anticipated that EPA will remove the temporary wall at the completion of the EPA filling operations.
- 2.3. The placement of material up to the top of the wall at elevation 589.5 does not require additional engineering design. The total anticipated volume of the DMMF to the top of the wall at elevation 589.5 is 1,680,000 CY. Additional filling is allowed to elevation 598, but appropriate setbacks and material containment for filling above the wall must be designed in accordance with the USACE and DNR permit requirements. The volume of the DMMF shall be measured prior to any filling operations and immediately following any filling operations. The volume within the berm, if constructed, is estimated to be 250,000 CY.
- 2.4. The Parties stipulate that MMSD is entitled to three-fifths of the remaining DMMF capacity following EPA placement for disposal of acceptable material from MMSD watercourse projects that have received all required permits and approvals by the USACE and DNR. The City will not charge a disposal fee for material from MMSD. MMSD will dewater material prior to delivery at the DMMF.

- 2.5. The Parties stipulate that the City is allocated two-fifths of the remaining DMMF capacity following EPA placement for disposal of acceptable material from City projects that have received all required permits and approvals by the USACE and DNR.
- 2.6. The Parties understand and agree that use of any excess capacity in the DMMF beyond January 1, 2048, will be allocated evenly between the City and MMSD.
- 2.7. The City and MMSD will conduct their respective responsibilities for construction and filling of the DMMF according to the LHE and all other permits and approvals required for construction and filling per Wis. Stat. § 200.35(14)(c).

### **3. DNR RESPONSIBILITIES AND COMMITMENTS**

- 3.1. DNR will provide direction regarding DNR permitting for the DMMF. Any DNR permits issued will be in the public interest and comply with the Public Trust Doctrine.
- 3.2. DNR recognizes the State of Wisconsin submerged land grant to the City of Milwaukee that includes the land where the DMMF will be constructed. DNR permitting for the DMMF will be consistent with the purposes of the submerged land grant.
- 3.3. DNR will provide a project manager to serve as the primary point of contact to the City and MMSD throughout design and construction of the DMMF.

### **4. CITY RESPONSIBILITIES AND COMMITMENTS**

- 4.1. The City will provide funding for the design of the relieving platform and navigational dredging as provided for in the Milwaukee Estuary Dredged Material Management Facility Permitting Work and Port Infrastructure Design Agreement executed on December 7, 2020, and as subsequently amended. The City may, at its sole option, provide funding for the construction of the relieving platform and navigational dredging.
- 4.2. The City will provide a license as set forth in the Dredged Material Management Facility License to Construct executed on August 19, 2022.
- 4.3. The City, acting through Port Milwaukee, will be the owner of the land area of the DMMF at all times.
- 4.4. The City will participate in the review of the design documents, be co-applicant for the permit applications, and provide adequate construction staging areas without causing undue burden on Port operations.
- 4.5. The City will provide a project manager to serve as the primary point of contact to MMSD and DNR throughout design and construction of the DMMF.
- 4.6. The City, acting through Port Milwaukee, will participate in a substantial completion walkthrough of the DMMF construction. The City, acting through Port Milwaukee, will assume ownership and maintenance obligations of the facility following the substantial completion of the facility.

- 4.7. If the City's filling operations require construction of a berm for additional storage capacity or containment, then the City will construct a berm.
- 4.8. If the temporary wall remains following EPA filling operations, the City will remove the temporary wall extension as needed for future City operations or future land uses.
- 4.9. The City will fulfill its responsibilities for operation, maintenance, and closure of the DMMF according to the LHE and the Facility Management Plans.
- 4.10. The City will pay for routine operation and maintenance activities, described in the Facility Management Plans, out of its annual operating budget. The City attests that its operating budget is sufficient to cover routine operation and maintenance of the DMMF. For years that include facility closure or another substantial investment in the DMMF, the City agrees to timely submit such investments to include any upcoming expenses in capital budget planning no later than 5 years before such expense is required. The City agrees to provide the DNR 60 days' advance notice of its plans to submit such investments and to confirm the subsequent inclusion of the investments in the final approved capital budget.

## **5. MMSD RESPONSIBILITIES AND COMMITMENTS**

- 5.1. MMSD will fund design and construction of the DMMF, including any dredging of unsuitable material between the facility walls as necessary for DMMF construction, through its capital budget.
- 5.2. MMSD has contracted engineering services for final design, permitting, and engineering services during construction with Ramboll Americas Engineering Solutions, Inc. (Ramboll). Ramboll was selected using a qualifications-based selection process with a City and DNR representative on the selection panel. MMSD will provide the City and the DNR with plans and specifications for review and comment at least 60 days prior to solicitation for bids for construction.
- 5.3. MMSD will solicit City review and approval of any proposed contract change orders in design and construction prior to approving where such change orders impact the City's interests under this Agreement.
- 5.4. MMSD will provide a project manager to serve as the primary point of contact to the City and DNR throughout design and construction of the DMMF.
- 5.5. MMSD will relocate its CSO 195 Outfall to accommodate the location of the DMMF.
- 5.6. MMSD will use a sealed bid process to contract with a construction contractor for construction of the DMMF. MMSD will ensure that the City is added as an additional insured to the construction contractor's insurance policies.
- 5.7. MMSD will perform all inspection and management for the construction of the DMMF.
- 5.8. MMSD will return all construction staging and laydown areas to their prior condition, including but not limited to the removal of the asphalt pad installed by We Energies for their water treatment system. MMSD will restore this area with aggregate material following MMSD facility construction.

- 5.9. MMSD will provide the City and DNR with as-built plans and an operations and maintenance manual within 270 days of substantial completion for all components of the DMMF. Following substantial completion, the MMSD will assign any warranty rights to the City and will assist the City in any efforts to enforce warranty or guarantee rights.
- 5.10. If the temporary wall remains following EPA filling operations, MMSD will remove portions of this extension as needed to accommodate MMSD filling operations.
- 5.11. If MMSD's filling operations require construction of a berm for additional storage capacity or containment, then MMSD will construct a berm.

## 6. LONG TERM USE OF SURFACE AREA

- 6.1. The City will determine the long-term use of the land created by construction of the DMMF on the Lake Michigan lakebed consistent with the Public Trust Doctrine, the purposes of the submerged land grant, and the Long-Term Care and Maintenance Plan.

## 7. ADDITIONAL TERMS AND CONDITIONS

### 7.1. Dispute Resolution.

- (a) Any dispute regarding this DMMF Agreement shall be the subject of informal negotiations between the Parties. The period for informal negotiations shall not exceed 45 days from the time the dispute arises, unless it is extended by written agreement of the Parties. No lawsuit or proceeding arising under this DMMF Agreement may be filed until the 45-day period has elapsed except to the extent such lawsuit or proceeding seeks injunctive relief or the Parties agree to waive the 45-day period. The dispute shall be considered to have arisen when one Party sends the other Parties a written *Notice of Dispute*. Any informal resolution of a dispute shall be documented in writing by the Parties and provided to the project coordinators.
- (b) In the event that the Parties cannot resolve a dispute by informal negotiations after the 45-day period under the preceding paragraph, then any of the Parties to the dispute may initiate a civil proceeding in a court of appropriate jurisdiction to resolve such matter. The laws of Wisconsin govern disputes arising under or related to this Agreement.
- (c) The invocation of dispute resolution procedures under this section shall not extend, postpone, or affect in any way the obligation(s) of a Party under this DMMF Agreement not directly in dispute, unless the other Party or Parties subject to the dispute agree(s) otherwise.

### 7.2. Submittals, Correspondence, Contacts. All documents submitted by the Parties, or any communications between the Parties, under the terms of this DMMF Agreement shall be addressed as follows:

- (a) To the DNR:  
  
Alyssa Sellwood, P.E.  
Project Manager



Remediation and Redevelopment  
Wisconsin Department of Natural Resources  
3911 Fish Hatchery Rd  
Fitchburg, WI 73711  
(608) 273-5613

(b) To the City:

Brian Kasprzyk, P.E.  
Harbor Engineer  
City of Milwaukee  
2323 S. Lincoln Memorial Drive  
Milwaukee, WI 53207  
(414) 286-8141  
bkaspr@milwaukee.gov

(c) To MMSD:

Bridget Henk, P.E.  
Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 W. Seeboth Street  
Milwaukee, WI 53204-1446  
(414) 225-2229  
bhenk@mmsd.com

(d) Replacement of Named Contacts. In the event a contact named in this Section is no longer associated with the Project, the Party shall memorialize this change by submitting an updated contact list for the Party to all Parties in writing.

7.3. Effective Date. This DMMF Agreement shall be executed by the other Parties before being executed by DNR. When DNR executes this DMMF Agreement, DNR shall enter an effective date next to the DNR's signature which shall be the date of signature by the DNR. The DNR will mail a fully executed copy of the Agreement (first class postage prepaid) to each of the Parties and retain one copy for its records.

7.4. Indemnity, Duty to Defend, Attorney's Fees. Nothing in this DMMF Agreement, whether expressed or implied, shall be understood to give rise to any requirement or right for any Party to indemnify or hold harmless any other Party. Further, nothing in this DMMF Agreement shall give rise to any duty to defend or the responsibility for payment of attorney's fees by any Party with respect to any other Party.

7.5. Limit of Liability. In no event shall any Party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either Party shall be advised,

shall have other reason to know, or in fact shall know of the possibility. The Parties each recognize and understand that they may be responsible only for the consequences of their own acts, errors, or omissions and those of their employees, agents, boards, commissions, agencies, officers and representatives. Each Party is responsible for providing its own defense in the event of a dispute under this Agreement. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. This clause applies only to the actions of each Party pursuant to this DMMF Agreement and does not apply to actions or events that occur outside the scope of this DMMF Agreement.

- 7.6. No Admission of Liability. Pursuant to Wis. Stat. § 281.83(3)(a), if a Party provides funding for an activity that is part of the remedial action plan, that provision of funding is not evidence of liability or an admission of liability for any environmental contamination.
- 7.7. DNR Reservation to Take Action. Pursuant to Wis. Stat. § 281.83(3)(b), the acceptance by the DNR of funding from a Party for an activity that is part of a remedial action plan does not limit the ability of the DNR to take action against the Party if the DNR determines the Party is responsible, in whole or in part, for environmental contamination.
- 7.8. Amendments. This DMMF Agreement may be amended by mutual written agreement of the Parties. Any amendment of this DMMF Agreement shall be in writing, signed by all Parties, and have the date on which the last Party signed such amendment as the effective date.
- 7.9. Assignment. Except as expressly provided herein, no Party shall have the right to assign any part of its obligations under this DMMF Agreement unless the Party follows the procedure outlined in Section 7.8 regarding Amendments of this DMMF Agreement.
- 7.10. Termination or Suspension.
  - (a) Notice. This DMMF Agreement may be terminated only upon written agreement of the Parties or otherwise for cause in accordance with applicable law. Any Party that desires to terminate this DMMF Agreement for cause shall provide written notice, signed by such Party's signatory to this DMMF Agreement or their successor in office, to the other Parties. Upon receiving such notice, a Party may then invoke the dispute resolution process set forth in Section 7.1 of this DMMF Agreement.
  - (b) On Completion. Unless terminated at an earlier date or otherwise extended by the Parties, this DMMF Agreement shall expire upon completion of all obligations under this DMMF Agreement and written acknowledgement thereof by the Parties to this DMMF Agreement.
- 7.11. Department Authority Preserved. Subject to the provisions of this Agreement, nothing in this DMMF Agreement shall be construed to limit the DNR's authority in any way.

7.12. Waiver. Failure of a Party to insist on strict compliance with any of the terms and conditions of this DMMF Agreement shall not be deemed a waiver of such terms and conditions, or of any similar right or power hereunder at any subsequent time.

7.13. Public Records. Pursuant to Wis. Stat. §§ 19.31 to 19.39 (Wisconsin's Public Records Laws), all records, as defined in Wis. Stat. § 19.32(2), generated by the Parties and submitted to the DNR under the terms of this DMMF Agreement, including any documents labeled as confidential, shall be subject to Wisconsin's Public Records Laws and may be disclosed to the public unless specifically exempt from disclosure under applicable law.

#### **EXHIBITS**

Exhibit A      Figure of DMMF location

Exhibit B      Temporary Wall Details

The Parties, whose signatures appear below, hereby agree to the terms of this DMMF Agreement.

Each person signing this DMMF Agreement represents and warrants that he or she has been duly authorized by the DNR, the City, or MMSD to execute and legally bind the respective Party to the terms of this DMMF Agreement. This DMMF Agreement may be signed in counterparts, which, when taken together, shall constitute one and the same document.

**Milwaukee Estuary Dredged Material Management Facility Agreement**

The purpose of this Agreement is to define contributions, roles, and responsibilities of the City of Milwaukee, MMSD, and the DNR for the MKE Estuary AOC Dredged Material Management Facility.

By: \_\_\_\_\_

Adam N. Payne  
DNR Secretary  
Wisconsin Department of Natural Resources

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

**Milwaukee Estuary Dredged Material Management Facility Agreement**

By: \_\_\_\_\_  
Cavalier Johnson  
Mayor  
City of Milwaukee

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

By: \_\_\_\_\_  
James Owczarski  
City Clerk  
City of Milwaukee

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

By: \_\_\_\_\_  
Aycha Sawa  
Comptroller  
City of Milwaukee

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

**Milwaukee Estuary Dredged Material Management Facility Agreement**

By: \_\_\_\_\_  
Kevin L. Shafer, P.E.  
Executive Director  
Milwaukee Metropolitan Sewerage District

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

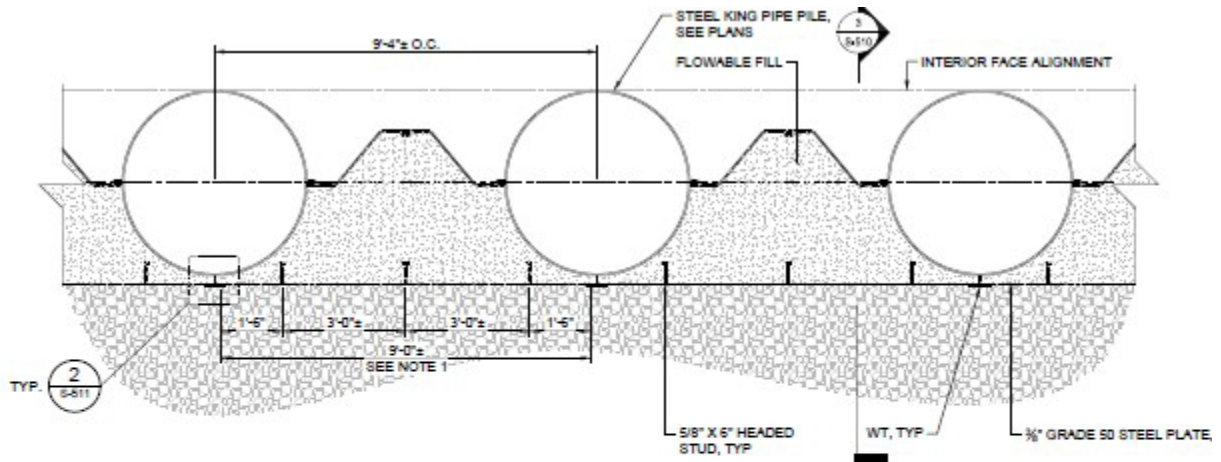
By: \_\_\_\_\_  
Attorney for MMSD

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

Exhibit A



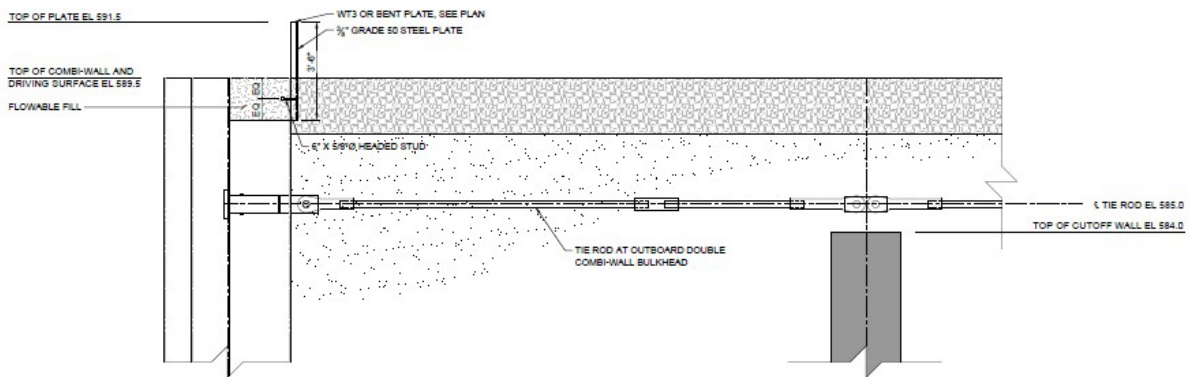
Exhibit B



1 2 FT MODULAR PLATE PLAN AT TYPICAL COMBI-WALL

5-810 SCALE: 1/2"=1'-0"

1. FIELD VERIFY PLATE DIMENSIONS BASED ON ACTUAL PILE LOCATIONS. PILE LOCATIONS MAY VARY DUE TO DRIVEN PLACEMENT TOLERANCES.
2. CONTRACTOR IS RESPONSIBLE FOR ALTERATION TO PLATE DIMENSIONS.



3 COMBI-WALL MODULAR PLATE SECTION

5-810 SCALE: 1/2"=1'-0"