

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Avenue
Green Bay WI 54313-6727

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



April 11, 2019

► **REQUIRES IMMEDIATE ACTION** ◀
Recreational Boating Facilities
Grant# RBF-1680
Grant Amount: \$69,944.00

Paul Braun, City Planner/Harbor Master
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Dear Mr. Braun:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Manitowoc Public Safe Harbor Transient Docking*

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Jessica Terrien at the Northeast Region, 2984 Shawano Avenue, Green Bay, WI 54313. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

☒ **Grant Award Time Period: April 9, 2019 through June 30, 2021.** All project activities must occur within this time period to be eligible costs for reimbursement.

☒ **Advance or Reimbursement Check:** Your advance or reimbursement check will be mailed to City of Manitowoc, Paul Braun, 900 Quay Street, Manitowoc, WI 54220. Please notify us if this is not the correct person to receive checks.

☒ **Changes to the approved project scope** may not be made without prior approval from the Department.

☒ **You are entitled to a project advance of: \$34,972.00**

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the project agreement.*

☒ Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding.

☒ **Please note:** To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aid/Grants.html>.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Jessica. Feel free to contact Jessica at 920-662-5121, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Mary Rose Teves, Director
Bureau of Community Financial Assistance

State of Wisconsin
Department of Natural Resources
P. O. Box 7921
Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT
Form 8700-065

Rev. 08-16

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

| | | | |
|---|---------------------|--|--|
| Grantee/Project Sponsor City of Manitowoc | | Project Number RBF-1680 | |
| Project Title City of Manitowoc Public Safe Harbor Transient Docking | | | |
| Period Covered by This Agreement April 9, 2019 Through June 30, 2021 | | Name of Program Recreational Boating Facilities | |
| Project Scope and Description of Project <p>The City of Manitowoc will use recreational boating facilities funds to install a floating dock system along the north sheet wall at the 8th Street bridge and mouth of the Manitowoc River for use by transient boaters. This will include engineering and design, site prep, floating dock with side rails, gangway with landing platform and gate and concrete deadman/sidewalk.</p> | | | |
| PROJECT FINANCIAL ASSISTANCE SUMMARY: | | The following documents are hereby incorporated into and made part of this agreement: | |
| Total Project Cost | <u>\$139,888.00</u> | <ol style="list-style-type: none">1. Chapter NR 7, Wisconsin Administrative Code2. Application Dated 01/30/2019 | |
| Cost-Share Percentage | <u>Up to 50%</u> | | |
| State Aid Amount | <u>\$69,944.00</u> | | |
| Project Sponsor Share | <u>\$69,944.00</u> | | |

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Recreational Boating Facilities and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Statute, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities; as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$69,944.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The Sponsor may be eligible to have a single audit performed in accordance with the State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
2. Projects involving development or modification of facilities must comply with 2010 Americans with Disabilities Act requirements. DNR guidance is available at <http://dnr.wi.gov/files/PDF/pubs/cf/CF0031.pdf>
3. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
4. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
5. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at http://dnr.wi.gov/topic/stormwater/standards/const_standards.html. BMPs shall be properly installed and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.

☐ Check here if you request advance payment totaling \$34,972.00

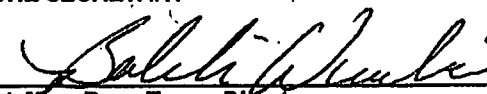
The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

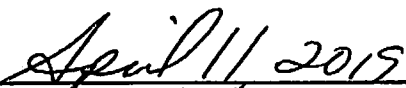
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

(Title)

(Date)

By 
Mary Rose Teves, Director
Bureau of Community Financial Assistance


(Date)