



**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

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INFRASTRUCTURE  
SERVICES DIV. ADMIN

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**SCOTT WALKER**  
GOVERNOR  
**SCOTT NEITZEL**  
SECRETARY

Division of Intergovernmental Relations  
Post Office Box 8944  
Madison, WI 53708-8944  
Voice (608) 267-7982  
Fax (608) 267-6917

January 29, 2018

Jeffrey Polenske  
City of Milwaukee  
841 N Broadway  
Room 701  
Milwaukee, WI 53202-

Dear Mr. Polenske:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD169127-018.06

Congratulations! Your request for funds has been approved. Enclosed is one copy of the proposed grant agreement between City of Milwaukee and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B and C of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt to:

Grants Specialist  
Division of Intergovernmental Relations  
Department of Administration  
101 East Wilson Street, 9<sup>th</sup> Floor, PO Box 8944  
Madison, WI 53708-8944

You will receive one signed copy of the agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager  
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator  
Division of Intergovernmental Relations

Todd Breiby, Program and Policy Analyst  
Wisconsin Coastal Management Program



**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
CITY OF MILWAUKEE**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF MILWAUKEE** ("Grantee") with a DUNS Number of 006434211, for the Performance Period of the date this agreement is signed by the State through **June 30, 2018**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **Twenty-Four Thousand Five Hundred Dollars (\$24,500.00)** and the Grantee agrees to provide **Forty-Five Thousand Five Hundred Dollars (\$45,500.00)** for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

**CITY OF MILWAUKEE**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATIONS**

**BY:** \_\_\_\_\_  
**Ghassan Korban**

**BY:** \_\_\_\_\_  
**Dawn Vick**

**TITLE:** Commissioner, Public Works

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Todd Breiby**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Jeffrey Polenske**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

### ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

### ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

### ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period **July 1, 2017** through **June 30, 2018** (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

**ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

**ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.



**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA17NOS4190035**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be **35%** of the total cost or not to exceed **Twenty-Four Thousand Five Hundred Dollars (\$24,500.00)**. The Grantee shall provide **65%** of the total cost, or **Forty-Five Thousand Five Hundred Dollars (\$45,500.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 32. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**State Funded Awards:**

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<http://www.doa.state.wi.us/divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines>).

**ARTICLE 33. EXAMINATION OF RECORDS**

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 31, March 31, June 30.** The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend

every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD179125 – 018.06

<b>1. Type of Project (check one):</b>	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input checked="" type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
<b>2. Project Title (max. 15 words):</b> Bioswale Installation on West Nash Street West Nash Street to West Appleton Avenue	
<b>3. Organization applying:</b> City of Milwaukee	<b>5. Organization DUNS Number:</b> 00-643-4211
<b>4. Contact Person and Address:</b> Mr. Jeffrey S. Polenske, P.E. _____ 841 North Broadway, Room 701 _____ Milwaukee, WI 53202 _____ <b>Phone:</b> (414) 286-2400 <b>Email:</b> jpolen@milwaukee.gov	<b>6. Primary County where project is located:</b> Milwaukee
	<b>7. Other Counties where project is located:</b> None
	<b>8. Congressional District #:</b> 4
	<b>9. State Senate District #:</b> 6
<b>10. State Assembly District #:</b> 17	
<b>11. Total Project Cost:</b> \$ 70,000	
<b>12. WCMP Share:</b> \$24,500	<b>14. WCMP Percent:</b> 35%
<b>13. Applicant Share:</b> \$45,500	<b>15. Applicant Percent:</b> 65%
<b>16. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:</b>	
<p><b>Project Description:</b></p> <p>This project consists of the installation of five (5) bioretention structures (bioswales) in the terrace areas between the curb and sidewalk in West Nash Street between North 76<sup>th</sup> Street and West Appleton Avenue. The proposed bioswales will capture stormwater runoff from an area of approximately 115,000 SF paved street right of way that is currently being collected in the separated storm sewer system. This system is tributary to the Lincoln Creek, which eventually discharges into Lake Michigan.</p> <p>As part of the project, the terrace areas will be excavated to install a 1-1/2 foot deep layer of engineered soil consisting of 70/30 ratio of sand to compost over a 4-inch strip of bedding layer. A 2-foot deep storage area of 1-1/2 inch clean washed stone will be installed below the bedding layer to capture and store stormwater. When completed, the bioswales will be landscaped with native plants. Storm water runoff from the road will enter the bioswales through curb cuts that will be placed upstream of existing catch basins to capture and divert the storm water from the gutters into the bioswales. Excess stormwater within the bioswales will be removed by 6-inch diameter perforated underdrain pipes.</p> <p>There will be a minimum of 6-inches of ponding depth available at each bioswale. For each bioswale, perforated underdrains will remove excess stormwater to the storm sewer system.</p> <p><b>Project Outcomes:</b></p> <p>It is anticipated that the bioswales will reduce the total suspended solids (TSS) from the runoff by approximately 70 – 80%. Informational signs will be included in this project to educate the area residents about water quality treatment devices such as bioretention. Our goal is to spread information about how untreated stormwater runoff has an effect on Lake Michigan.</p>	

# Attachment A

## Grant Agreement # AD179125 – 018.06

**1. Problem:** Concisely state the problem or issue that this proposal addresses. Include important background information.

Total Maximum Daily Loads (TMDLs) have been developed for the Menomonee River, Kinnickinnic River, Milwaukee River Watersheds and the Milwaukee Harbor Estuary, with oversight from Wisconsin Department of Natural Resources (WDNR). Development of the TMDL calculations is required for all impaired waterways under the Federal Clean Water Act as part of efforts to meet applicable water quality standards. The pollutants addressed in the TMDLs are phosphorous, TSS, and fecal coliform bacteria.

One of the efficient ways to mitigate TSS loads is by constructing bioswales and directing the polluted stormwater runoff from roadways into the bioswales before it enters the storm sewer collection system. It has been documented by the WDNR and others that bioswales remove approximately 70 to 80% of the TSS from the runoff. With this project, the City will continue to utilize a proven best management practice (BMP), bioretention, to help reduce the TSS loads entering Lincoln Creek, the Milwaukee River Basin, and Lake Michigan.

**2. Project Description:**

- a. Describe the project for which funding is requested. Do NOT include information about tasks which are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

a. The project for which the funding is requested for is located on West Nash Street, between North 76<sup>th</sup> Street and West Appleton Avenue. The project consists of constructing bioswales in the terrace areas on the south side of West Nash Street between the curb and the side walk. Curb cuts will be constructed to allow the stormwater runoff from the roadway to enter the bioswales. Initial treatment of the runoff will be provided by native plants before it infiltrates through the proposed engineered soil mix and into the subgrade. A 6-inch diameter underdrain pipe in the subgrade will collect any runoff that passes through the layers and convey it to the storm sewer system. A one-year maintenance agreement between the contractor and the City of Milwaukee will be part of the project. All continued maintenance of the bioswales will be provided by the City of Milwaukee.

b. The City of Milwaukee has been implementing a green stormwater quality program since 2009, such as this one, in an effort to minimize polluted runoff discharge into Lake Michigan. This project will help achieve the goals of the Clean Water Act (CWA) and of the watershed wide TMDL requirements to restore all impaired waters so they meet applicable water quality standards. Suitable locations are being researched throughout the city that may benefit from this program.

**3. Impact on Coastal Resources:** Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy ([www.glrcc.us/](http://www.glrcc.us/)).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> <li>• Acres of habitat restored or protected</li> <li>• Endangered species protected</li> <li>• Type of habitat or ecosystem protected or restored</li> </ul>
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> <li>• Reduction in pounds of Phosphorus delivery</li> <li>• Reduction in tons of soil erosion/sedimentation</li> </ul>
Great Lakes Education	<ul style="list-style-type: none"> <li>• Number of people trained</li> <li>• Projected audience</li> </ul>
Coastal Resources and Community Planning	<ul style="list-style-type: none"> <li>• Number of municipalities included in a plan</li> <li>• Population affected by the plan</li> <li>• Land area/coastline covered by the plan</li> <li>• Type of coastal resource (e.g., habitat) protected</li> <li>• Ordinances developed</li> </ul>
Public Access and Historic Preservation	<ul style="list-style-type: none"> <li>• Linear feet of coastline made accessible or acquired</li> <li>• Population affected</li> <li>• Acres Acquired</li> </ul>

a. This project will address the reduction of TSS from the Lincoln Creek, which listed as an impaired water by the Wisconsin Department of Natural Resources.



## Attachment A

### Grant Agreement # AD179125 – 018.06

- b. As a water body that does not meet the Wisconsin DNR water quality standards, Lincoln Creek is considered an impaired water body. As required by The Federal Clean Water Act, TMDLs are prepared for all impaired waters of the state including the Menomonee River, Kinnickinnic River, and Milwaukee River Watersheds, and for the Milwaukee Harbor Estuary. The TMDLs will address the phosphorus, TSS and bacteria-related impairments in the watersheds and the estuary area. Lincoln Creek is tributary to the Milwaukee River.
- c. As described above the bioswales will permanently address the TSS loading issue into Lincoln Creek. Regular maintenance will be a major component of the project.
- d. The project would be designed by the City of Milwaukee and will be installed by a contractor hired by the City. The cost of the project will be borne by the City of Milwaukee.
- e. According to modeling, bioswales have shown to remove between 70 and 80% of the TSS.

#### 4. Methodology and Timetable

- a. Provide a list and description of grant-funded project tasks, including a timeline and major milestones. Your timeline may begin July 1.
- b. Provide a list of work products or deliverables – “measurable results” from Section 3e should be incorporated into this list.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- a. July, 2017 – Construction begins  
August, 2017 – Install plantings, complete project
- b. Work products include:  
Five (5) bioswales located on West Nash Street between North 76<sup>th</sup> Street and West Appleton Avenue (see section 5b for a breakdown of items). Each bioswale will contain a combination of three or more of the following perennial plants: Black-Eyed Susans, Blue Wonder Catmints, Dwarf Daylillies, Russian Sages, Agastache Blue Fortunes, Rugosa Roses, Diablo Ninebarks, Tigers Eye Sumacs, Miscanthus panicums, Arrowwood Viurnums, Joe Pye Weeds, Switch Grasses, and Karl Forester Grasses.  
  
Each of the bioswales will remove approximately 70-80% of the TSS from the tributary areas.
- c. As part of the Green Infrastructure initiative, informational signs will be installed at each bioswale location in order to educate the public on the importance of the protection of the integrity of Lake Michigan
- d. N/A

#### 5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match. Projects with a total budget larger than \$60,000 require a 60% match. Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$N/A	\$N/A	\$N/A
Fringe Benefits	N/A	N/A	N/A
Travel	N/A	N/A	N/A
Equipment	N/A	N/A	N/A
Supplies	N/A	N/A	N/A
Contractual	N/A	N/A	N/A
Construction	\$24,500	\$45,500	\$70,000
Other			
Indirect Charges			
<b>Totals</b>	<b>\$24,500</b>	<b>\$45,500</b>	<b>\$70,000</b>

- b. Contractal costs must be itemized using the same budget lines above (if known). Applicant may also provide further budget details using additional categories/sub-categories in the second table or in another format, if necessary.

**Attachment A**  
**Grant Agreement # AD179125 – 018.06**

Activity	WCMP Request	Match	Total
	\$	\$	\$
Excavation and Disposal	4,755	8,832	13,587
Engineered Soil	6,648	12,347	18,995
1-inch Washed Stone (Storage Layer)	1,663	3,089	4,753
3/8-inch Bedding Chips	282	525	807
6-inch Granite Cobbles	525	975	1,500
6-inch storm water drains, Class C Bedding	249	463	712
6-inch perforated Underdrain Pipe	6,605	12,266	18,870
6-inch Cleanouts	525	975	1,500
8-inch Overflow Stand Pipe w/Grate	333	618	950
Native Plants and 1-yr Maintenance and Warranty	2,071	3,845	5,916
Geotextile Fabric	266	494	760
Informational Signs	193	358	550
Storm Water Inlets	385	715	1,100
<b>Totals</b>	<b>24,500</b>	<b>45,500</b>	<b>70,000</b>

**6. Budget Description**

- a. Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.
- b. Describe how the grants will be leveraged with funding in addition to the grant and match amounts, including the amount. Describe efforts to find additional leveraged funds.
- c. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

- a. The City of Milwaukee will secure all capital costs associated with the project from funds available in the 2017 Sewer Maintenance Fund budget. The funds will be available in 2017.
- b. Green Solutions funds from the Milwaukee Metropolitan Sewerage District (MMSD) are available to the City of Milwaukee for its Green Infrastructure projects. This project qualifies for this type of funding and 100% of the match amount could be leveraged on the Green Solution funds.
- c. Urban Nonpoint Source & Storm Water Management Grant was applied for, but not received. No other grant was applied for.

**7. Bonus objectives.** Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies
- b. Develop exceptional marketing, outreach or education strategies
- c. Encourage coast-wide projects or solutions
- d. Engage underrepresented communities

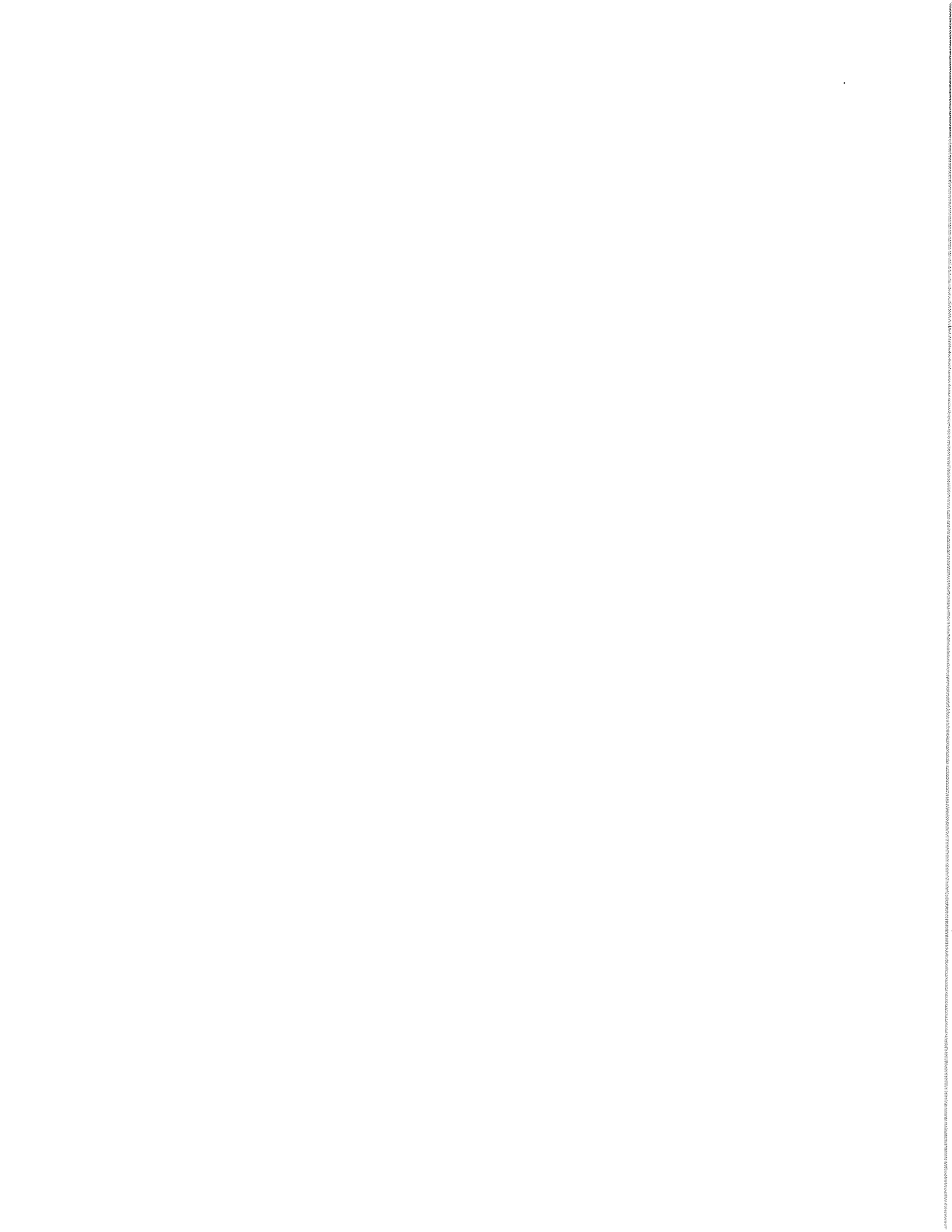
- a. The City of Milwaukee continues to maintain a strong alliance with the Wisconsin Department of Natural Resources (WDNR) and the Milwaukee Metropolitan Sewerage District (MMSD) to protect the public from overflows, flooding, and erosion, and to educate the public about the pitfalls of nonpoint source pollutants. The City is a charter member of the South Eastern Wisconsin Watersheds Trust (Sweet Water), an organization committed to restoring the Greater Milwaukee watersheds to healthy conditions.
- b. Informational signs explaining the purpose and function of the bioswales will be installed at each for public viewing. This educational tool will encourage City residents to think about how pollutants such as TSS end up in the storm sewers and contribute to the degradation of Lake Michigan. These signs were introduced to the public at a recent city-wide event called "Rock the Green", which was held on September 17, 2016. This is an annual concert event sponsored by Rock the Green, whose mission is "to educate and empower the community to take actionable steps to live sustainably".

The City also makes financial contributions to the Sweet Water *Respect Our Waters* outreach campaign, which provides information and education to encourage direct public involvement in nonpoint source pollution reduction efforts.

- c. No coast-wide projects at this time.

**Attachment A**  
**Grant Agreement # AD179125 – 018.06**

- d. This project is located in the near north-west side of the City of Milwaukee. The latest census shows this area to be a multi-cultural, with income below the median level for the area. Installation of the informational signs (see b.) will engage the residents living in the immediate area along West Nash Street by encouraging them to stop and examine the bioswales and think about where the stormwater runoff ends up after it is discharged into the City storm sewer system. It is anticipated that the residents will feel more empowered to make a difference in their own contribution to health of Lake Michigan.



ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM

1. *For audio productions:*

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. *For video productions:*

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

3. *For printed documents and work products, including web-based publications:*

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA17NOS4190035.

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ATTACHMENT C

SPECIAL TERMS AND CONDITIONS FOR PUBLIC ACCESS, CONSTRUCTION, AND  
HABITAT RESTORATION PROJECTS

**ARTICLE (A). Signs at Construction Project Site.**

The Grantee shall erect at the site of the project and maintain during construction, a sign satisfactory to the Wisconsin Coastal Management Program (WCMP), identifying the project and indicating the fact that NOAA and WCMP are participating in the development of the project.

**ARTICLE (B). Permanent Plaque at Project Site.**

The Grantee shall install a permanent plaque at the project site, approved by the Wisconsin Coastal Management Program, acknowledging financial assistance for the project was provided by the National Oceanic and Atmospheric Administration (NOAA) through the Wisconsin Coastal Management Program.

**ARTICLE (C). Statutory Requirements for Construction Contracts.**

The Grantee shall comply with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.
4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.
6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
7. For construction grants for more than \$10,000, the Grantee must keep the following information in their files for the Department's review.
  - a. Name, address and telephone number of Grantee;
  - b. Grantee's employer identification number;

- c. Dollar value of grant;
  - d. Starting and completion dates of Grant Agreement;
  - e. Grantee number; and
  - f. Geographical area of performance.
8. Additionally, for each grant awarded, the Grantee shall keep the following information in their files for the Department's review.
- a. Tabulation of bid(s), the alternates, where applicable, to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing Architect/Engineer's estimate. The tabulation must be accompanied by a certification of the Architect/Engineer as to the correctness and completeness of the tabulation. The certificate must be accompanied by a statement from the Architect/Engineer recommending award to the low bidder. If the award is recommended to other than the low bidder, the reasons must be fully stated, and accompanied by certification by the Grantee that such action is legal under local and State procurement law.
  - b. A copy of the complete bid form of the successful bidder.
  - c. A statement signed by the Authorized Representative of the Grantee that:
    - 1) All bids were received sealed and were opened in his/her presence;
    - 2) The Grantee has sufficient funds in addition to the funds provided by the Department to complete the project, including interim financing; and
    - 3) The Grantee has obtained, all land, rights-of-way, permits, franchises and all Federal, State and local coordination and approvals necessary for completion of the project, and in all other respects has complied with pertinent Federal, State and local laws.
    - 4) The Grantee shall assure that prevailing wages of the area are applied to all construction activities as are required by Federal or State regulations. The minimum wage rate for this project shall be not less than the prevailing wage rates established by the U.S. Department of Labor (Davis Bacon and related acts as amended) or not less than the prevailing minimum rates on file as set by the Wisconsin Department of Workforce Development. The higher of the two wage rates shall be used.
9. For construction or facility improvement grants or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the Grantee or subcontractor provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements are listed in Section 36(h) (1-3) of 15CFR24.
10. The Grantee shall carry insurance, and require each subcontractor to carry insurance of such types and in such amounts as normally required by the State.
11. The Grantee may make subawards that have been identified in the approved program activities. However, if they have not been so specified, the Grantee shall advise the Department of the proposed subawardee and the amount allocated prior to the making of such subawards. The Department reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this agreement.
12. Certification of nonsegregated facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction grant or subcontract exceeding \$10,000, the Grantee shall require each bidder to submit the following certification: by submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror,



applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Grant Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rests rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or any in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identifiable certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a grant or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted whether for each Grantee or subcontractor or for all contracts during a period (i.e., quarterly, semi-annually or annually).

**Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.**

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