Coastal Management Grant

Construction and Non-construction

Procedural Guide

2013

Department of Natural Resources
Office of Coastal Management

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SECTION I

GENERAL PROJECT INFORMATION

A. INTRODUCTION

This Procedural Guide is designed to assist you, the Subrecipient, with the successful completion of your Coastal Management Grant.

The guide is organized into two sections. The first section contains general project information that applies to all coastal grant projects. Section II contains specific guidelines for construction projects.

Recognizing the uniqueness of each project, you may have specific questions that are not answered in this guide. If so, please feel free to contact:

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Sandusky, Ohio 44870
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B. DEFINITIONS

- The term "ODNR" or "DEPARTMENT" as used herein means the Ohio Department of Natural Resources.
- The term "project" as used herein means a single project that is subject to the project agreement.
- The term "Subrecipient" means the local governmental or other entity that is a party to the project agreement. For purposes of these provisions, the terms "local agency", "subrecipient", and "contractor" are deemed synonymous.

C. PROGRAM ADMINISTRATION

The Department is the state agency responsible for program administration and coordination of the Ohio Coastal Management Program. The Ohio Coastal Management Program is funded by annual grants provided by Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce. Within the Department, program responsibilities have been assigned to the Office of Coastal Management. Under the terms of a project agreement, the Department delegates to you, the Subrecipient, certain responsibilities for project completion, record retention, and operation. The acceptance and use of program funds is subject to both federal and state statutes, policies and regulations.

D. RESPONSIBILITY FOR PROJECT COMPLETION

State and Local Responsibilities Defined. The Subrecipient is legally responsible to complete the project. Once reimbursement is accepted, the Subrecipient shall not terminate a project financed with Coastal Management grant funds before it is satisfactorily completed. Requests to prematurely terminate a project must be accompanied by a full explanation of the need to terminate and the proposed disposition of the incomplete project. Premature termination requires prior approval from the Department.

Under the terms of the Coastal Management grant program, it is the responsibility of the Subrecipient to follow the guidelines and rules as established by the Department. The Department shall assure that the Subrecipient complies with the terms of the project agreement, the provisions of this guide, and all relevant laws, rules and regulations. The Department may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time before or within the project period if the Department determines that the Subrecipient has failed to comply with the project agreement. The Subrecipient will be promptly notified in writing of such findings and given the reasons for the actions.

1. Project Period. The project period shall begin on August 1, 2013 and shall terminate at the end of the stated project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. Project Start. The Subrecipient will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

3. Satisfactory Progress. The Subrecipient is responsible to ensure that its project is carried through with reasonable promptness to a stage of completion acceptable to the Department. Failure to maintain satisfactory progress or failure to complete the project to the satisfaction of the Department may be cause for termination or cause to withhold further payments on any of the Subrecipient's existing projects. Qualification of new projects may also be delayed until project provisions are satisfactorily met.

4. Changes in an Approved Project.
   Scope: The Subrecipient may not deviate from the scope of an approved project without the concurrence of the Department. For grant projects that were competitively scored and selected on the basis of merit, the Department will avoid the approval of significant changes to approved projects in order to maintain the integrity of the selection process that is centered on the merit of the original proposal. The scope of an approved project is defined in the project Agreement. The Agreement documents specify the type and extent of the project or the acreage to be acquired.

   Requests for change after a project is approved must be made in writing to the Office of Coastal Management and must contain a detailed explanation and be submitted no later than 60 days before the Agreement expiration date. The request should include appropriate maps, cost estimates, etc., to accurately reflect the proposed change. Any changes to a project must be approved in advance.

   Extension: If the Department determines that it is feasible and circumstances warrant, projects can be extended for a total project length of up to 18 months. A written request must be submitted no later than 60 days before the Agreement expiration date. (See Appendix C for an extension request form letter)

H. PROJECT EXECUTION

1. Consultant/Subcontractor Contract and Budget. For projects where the majority of the grant funds are for the services of a consultant/subcontractor, the Subrecipient will provide the Office of Coastal Management with a written description of the process used to select the consultant, if any, and a copy of the contract for the consultant's services, including an itemized budget for review.

2. Required Bid Information. Competitive open bidding is required for contracts and purchases of $25,000.00 or more, unless provisions of state law waive this requirement. See the Construction and Non-construction Procedural Guide Appendix J for a list of required audit material that must be submitted for all CMG assisted purchases and/or contracts exceeding $25,000.00.

3. Review of Drafts. Prior to finalization, any draft plans, studies, reports, websites, or publications will be submitted to Office of Coastal Management staff for review and approval.

4. Review of Video/DVD Production Plans and Final. Before production of a video/DVD for public viewing is begun, the Office of Coastal Management must review and approve the production plans and the final video/DVD to ensure that it will be of an acceptable quality and appropriately represents the ODNR, the National Oceanic and Atmospheric Administration and the U.S. Department of Commerce.

5. Public Meetings. The Subrecipient will notify the Office of Coastal Management staff at least one week in advance of public meetings related to the grant project.

6. Completion and Compliance. The Subrecipient shall secure completion of the work in accordance with approved plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

7. Contract Construction. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Ohio.

8. Grant Acknowledgement and Product Disclaimer

   For research projects:
   Publication of the results of the research project in the appropriate professional journals is encouraged as an important method of recording and reporting scientific information. When releasing information resulting from projects supported in whole or in part by this grant, the Subrecipient shall include the following acknowledgement:

   "Financial assistance was provided under award NA13NOS4190057 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Ohio Coastal Management Program, administered by the Department of Natural Resources, Office of Coastal Management."

   For non-research projects:
   Every publication of material (including Internet sites) based on or developed with information resulting from projects supported in whole or in part by this grant must contain the following disclaimer on the cover or title page:

   "This [report/video/Internet site/etc.] was prepared by [Subrecipient] under award NA13NOS4190057 from the National Oceanic and Atmospheric Administration, U.S. Department of

Commerce through the Ohio Department of Natural Resources, Office of Coastal Management. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the National Oceanic and Atmospheric Administration, Department of Commerce, Ohio Department of Natural Resources, or the Office of Coastal Management."

9. Program Income. The Subrecipient shall report to the Department any income received as a result of grant-supported activities, to assure that disposition is according to federal requirements.

10. Examination of Records. Any books, documents, papers and records of the Subrecipient that are pertinent to the financial assistance received under this program shall be kept separately and shall be made available for audit, examination and copying by any duly authorized representative of the state or federal government. All pertinent records must be retained and available for inspection for **six years** from the project period start date.

F. GENERAL COMPLIANCE

1. Prevailing Wage Requirement. As required by Chapter 4115. of the Ohio Revised Code, where applicable, the Subrecipient shall require that all sub-contractors pay the prevailing wage rate of the locality, as determined by the Ohio Department of Commerce, on all work performed on this project. The sub-contractor shall comply with all other applicable provisions of Chapter 4115. of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator.

2. Subcontract. Unless provided for in this contract, no contract shall be made by the Subrecipient with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the Department.

3. Ohio Elections Law. The Subrecipient shall, as applicable to this project, ensure that all sub-contractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code and shall include the following provision in all subcontracts:

   The Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

4. Single Audit Requirement. The Subrecipient is responsible for being familiar with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and the Office of Management and Budget Circular A-133, revision, "Audits of States, Local Governments, and Non-Profit Organization," and their requirements. Under these requirements, audited agencies must submit a copy of any single audit report that covers all or a portion of this project period to the Department's Office of Coastal Management.

5. Geospatial Data/GIS. For any project that involves the collection or production of geospatial data (e.g., GIS data layer), the Subrecipient will comply to the maximum extent practicable with Executive Order 12906 coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure Federal Register vol. 59, Number 71, pp. 17671-17674, the Subrecipient shall document all new geospatial data it collects or produces using the standard developed by the Federal Geospatial Data Center (FGDC), and make that standardized documentation electronically accessible to the Office of Coastal Management. The standard can be found at http://www.fgdc.gov/metadata/csdgm/.

G. GRANT ACCOUNTING, REIMBURSEMENT AND REPORTING

Grant Accounting

1. Financial Responsibility. The Subrecipient is responsible for the financial management of its approved project.

2. Accounting System. Subrecipients must use an accounting system that complies with "generally accepted accounting principles." Subrecipients shall record the receipt of funds by type and source and the disbursement of funds by approved grant line items. Local government accounting systems that comply with standards and procedures published by the Auditor of the State of Ohio are considered to meet the Ohio Department of Natural Resources' accounting standards.

   The accounting system must provide a timely and accurate record of transactions. The system should produce reports that show fund receipts and disbursements, the expended and unexpended balance for each budget line item, and the total expended and unexpended balance.

   Any budget changes must be approved in writing prior to any purchases in the eligible categories.

It is strongly recommended that a separate account be established for each Coastal Management grant project.

3. Federal Office of Management and Budget (OMB) Circular. Subrecipients must be familiar with the various requirements and procedures that apply to the use of federal grant funds. These requirements can be found in the federal OMB circular A-87, *"Cost Principles for State, Local and Tribal Governments"*, as revised and dated May 10, 2004. A copy for review may be obtained through the OMB website at http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html or by calling OMB at (202) 395-3993.

4. Audit Information. For audit purposes, an audit trail of supporting documents that account for grant expenditures, whether paid from coastal management grant funds or from the Subrecipient's matching funds, such as equipment records, receipts, invoices, purchase orders, personnel time sheets, logs etc. must be retained for a period of six years from the project period start date.

   The Subrecipient is responsible for being familiar with federal OMB circular A-133 and its requirements. This circular is available through the OMB website at http://www.whitehouse.gov/omb/circulars_default. Agencies audited under these requirements must submit a copy of any single audit report that covers all or a portion of this project period to the Department's Office of Coastal Management.

   This Coastal Management Grant begins August 1, 2013 and is funded under award NA13NOS4190057 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Ohio Department of Natural Resources, Office of Coastal Management. The Catalog of Federal Domestic Assistance (CFDA) number for this grant funding is 11.419.

5. Purchasing and Bidding Requirements. Coastal Management grant program assisted contracts and purchases must follow state and local purchasing and bidding requirements. See Appendix J for a list of audit material that is required for all Coastal Management grant program-assisted purchases and/or contracts exceeding $25,000.

Reimbursement

6. Subrecipients may request reimbursement for expended project costs no more frequently than quarterly. However, a minimum of two times per year is encouraged if appropriate for the project type and progress.

7. Reimbursement Request Checklist. One copy of each of the following documents is required when requesting reimbursement:

   _____ Cover memo indicating the request for reimbursement
   _____ Performance report with original authorizing signature (See Appendix A for report form)
   _____ Reimbursement/draw request with original authorizing signature. An electronic form is provided on the Coastal Management Assistance Grants page at www.ohiodnr.com/coastal. (See Appendix B for a sample request form)
   _____ Invoices, purchase orders, contractor's payment request, etc.
   _____ Copies of the fronts of checks used to make payments or purchases (Copies of the canceled checks must be retained in the Subrecipient's records)

8. Reimbursement Format. Payments will be made upon request and receipt of a reimbursement/draw request, including support documentation, from the Subrecipient and upon the Department's acceptance of the accompanying performance report. These payments will be in reimbursement of actual expenditures, with the qualification that reimbursement for salaries and fringe benefits must be reasonable and proportionate to activities and accomplishments reported.

- Support documentation and reimbursement reporting requirements are as follows:

  General

  a) All time and expenditures to be counted towards the grant for reimbursement or as match must occur within the grant period identified in the Coastal Management Grant Program Agreement. For example, invoices and the payment there of must be dated within the grant period. Likewise, personnel time spent on compiling the final reporting after the grant period has ended cannot be counted towards the project.
  b) All support documents must include the grant project number.
  c) Invoices and checks should have the grant project number and date.
  d) State sales tax on supplies or materials is ineligible for reimbursement.
  e) Itemize all support documents for project expenditures in detail and show the exact nature of all expenditures. Do not list any items as "miscellaneous".
  f) Cross-reference each expenditure with a supporting purchase order, contract, bill, etc. A Subrecipient can be reimbursed only if checks and invoices match.
  g) Maintain adequate records to show that the Subrecipient authorized all expenditures charged against the project.
  h) Matching funds must be accounted for in the same manner and detail as reimbursed funds.

  Personnel

  a) Payroll records documenting actual time and money spent on the project to be claimed for reimbursement or match under personnel or fringe benefits must accompany all reimbursement requests. Acceptable documentation includes the name of the individuals whose time/salary is being counted towards the grant, hours and dates worked on the grant tasks, and the supervisor's signature. The hourly pay rate should be included if it differs from or was not listed in the grant proposal. Accounting system printouts may be acceptable in lieu of the time tracking form or local time sheet. Contact the Office of Coastal Management at (419) 626-7986 or (419) 626-7980

for a final determination of acceptable documentation. See Appendix D for a sample time tracking form.

Fringe Benefits

a) The fringe benefits line item includes health care, retirement, unemployment, and worker's compensation benefits. Only actual fringe benefit payments for project personnel are allowable under the grant. Payroll records indicating actual moneys spent on this project must accompany all reimbursement requests. The fringe rate should be indicated if it differs from or was not listed in the grant proposal.

Volunteer Labor

a) Volunteer time may be used as in-kind match if it is charged at the rate paid for the type of work being done. For example, the time an attorney spends doing data entry work for a project is charged at the rate paid to data entry operators. If the attorney volunteers to do legal work for the project, the attorney's volunteer time is charged at the attorney's rate of pay.
b) No indirect costs may be claimed on volunteer in-kind match.
c) Acceptable documentation includes a summary of the time contributed that includes the name of the volunteer, dates worked, number of hours worked on those dates and a general description of what was done towards accomplishing the project on each date. The sample time tracking form in the Appendix D of the Procedural Guide or the Subrecipient's format, as long as it includes the requested information, may be used. If a group of volunteers provide the same type of work on a given day, a copy of a sign-in sheet that includes a description of the work day event, the date and the number of hours worked, minus any lunch break, will be acceptable.

Travel

a) Reimbursement for travel expenses will be based on State of Ohio Travel Rules and shall include the required documentation. See Appendix E for State of Ohio Travel Rules.
b) Receipts are required for all travel expenses except mileage. Itemized receipts issued and dated by the restaurant or service provider shall accompany requests. Costs of alcoholic beverages will not be reimbursed or be eligible as match.
c) The State of Ohio Travel Rules must be followed for travel claimed for reimbursement or as match. The same documentation is required for both reimbursement and match amounts.
d) To document mileage, list the name of the traveler, date traveled, purpose of travel, and the miles traveled.

Equipment (tangible, nonexpendable personal property having a useful life of more that one year and an acquisition cost of $5,000.00 or more per unit)

a) Only those pieces of equipment that will fully depreciate within the project time frame can be acquired for the direct use of implementing the project and therefore be eligible for reimbursement, unless agreed to in writing by the Department in cases where the equipment will continue to be used exclusively to benefit the Lake Erie coastal area and resources.
b) Acceptable documentation for the purchase of equipment generally includes a copy of the purchase order, invoice and the check that paid the invoice. Note that only a copy of the front of the check must be provided. The Subrecipient must retain a copy of the canceled check in their file.

Supplies/Repair (tangible, expendable personal property having a useful life of less than one year)

a) Provide documentation that identifies what was purchased, the cost and how the cost was paid.
b) Identify all receipts in sufficient detail to show the source of each receipt.
c) Donations of new unused materials may be eligible for reimbursement if the donations can be documented. Examples of items eligible for possible reimbursement include concrete, gravel,

lumber, shingles, drainage tile, electrical equipment, plumbing fixtures, paint, fuel for equipment, fencing material, etc. Items ineligible for reimbursement include donated food, tools, supplies or materials from a Subrecipient's existing inventory and eligible donated materials in excess of what is needed or used on the Coastal Grant project. Final determination of what is eligible for reimbursement rests with the Department.

The following procedure will be used to affix a value to donated materials:

1. The donor will provide a statement confirming the donation. The statement must:
   - include the date of the donation
   - quantify the donation (i.e. tons, linear feet, cubic yards, etc.)
   - indicate a unit and a total value
   - include the donor's address

2. The Subrecipient will complete a certification form verifying that all donated materials claimed for reimbursement were used on the Coastal Grant project. A certification form is in Appendix F of this guide. Reimbursement will be considered based on the substantiated quantity of donated material in relation to the per unit value.

If you decide to purchase materials, remember that purchases are subject to local and State of Ohio competitive bidding requirements.

Contractual

a) In those cases where the assistance of a consultant/contractor is required for a project, the costs may be eligible for grant assistance. Consultants/contractors should be paid by the customary method used by the Subrecipient, i.e., per diem salary, fee for services, etc. The "cost-plus-a-percentage" method of contracting must <u>not</u> be used.
b) Consultant fees paid to any federal, state, or Subrecipient's employee are not eligible for reimbursement unless such payment is specifically agreed to by the Office of Coastal Management.
c) Acceptable documentation generally includes a copy of the invoice and the check that paid the invoice. Note that only a copy of the front of the check must be provided. The Subrecipient must retain a copy of the canceled check in their file.

Other

a) The required documentation will depend upon what is being purchased. If you are unsure what documentation may be needed, contact the Office of Coastal Management at (419) 626-7986 or (419) 626-7980 for a determination of acceptable documentation.

Indirect Costs

a) Indirect costs may be claimed if the Subrecipient has an established indirect cost rate with the federal government and has provided a copy of their current, approved negotiated indirect cost agreement with the federal government as part of their grant application.
b) Reimbursement of indirect costs is limited to the percentages of Personnel and Fringe Benefits listed in the Project Budget Table under the OCMP$ and Local$ columns in the approved grant application.

- If a transfer of funds between budget categories is needed, a budget modification request must be submitted and approved prior to the submission of a reimbursement/draw request.
- Each reimbursement/draw request and performance report must have the <u>original</u> signature of the authorized official.

- Subrecipients should allow a 45-day processing time for reimbursements from the time a complete reimbursement request is submitted and accepted.
- For construction projects, reimbursement requests for engineering/design costs will be processed only if a construction contract has been signed or if the project development work is underway.
- Final payment of up to ten percent of the grant amount will be withheld pending completion of the project and receipt of all required Final Report documents. The final payment, in reimbursement of expenditures not covered in previous payments, is subject to a state audit of total project costs.

IMPORTANT - Subrecipients must adhere to the ratio of grant dollars to non-federal match dollars identified in their Coastal Management Grant Proposal when requesting reimbursement.

9. Information. In order to have your reimbursement request processed as quickly as possible, the items in the request must be correct. If you do not understand a procedure or the documentation that is required, contact the Office of Coastal Management at (419) 626-7986 or (419) 626-7980.

Reporting

10. Performance Report Requirements. Performance reports shall summarize accomplishments with respect to task objectives, degree of completion, and problems encountered. These reports will also cover progress under any subcontracts involved in this project. An electronic form is provided on the Coastal Management Assistance Grants page at www.ohiodnr.com/coastal. See Appendix A for a sample Performance Report form.

    a) Quarterly Performance Reports.
    - **October 5th** for the period of July 1-September 30
    - **January 5th** for the period of October 1-December 31
    - **April 5th** for the period of January 1-March 31
    - **July 5th** for the period of April 1-June 30

    b) Final Performance Report. A final performance report must be submitted when a project is completed, prematurely terminated, or project assistance is terminated. This report will include a final accounting of all expenditures and a description of the work accomplished by task and any problems encountered.

11. Final Reporting at Project Close. Final Reporting will be submitted to the Office of Coastal Management within 45 days following the completion of the project, if before the designated project completion date, or no later than 21 days after the grant period ends as identified in the project Agreement.

FINAL REPORTING CHECKLIST:

_____ **Reimbursement/Draw Request:** complete and final for all project costs and expenditures, including match expenditures.

_____ **Final Project Summary**: An electronic form is provided on the Coastal Management Assistance Grants page at www.ohiodnr.com/coastal. This summary is separate from the final Performance Report. (See Appendix G for a sample Final Project Summary form.)

_____ **Final Performance Report:** complete and cumulative, as described above.

_____ **Work products/deliverables:** All final products/deliverables must contain the grant acknowledgment/disclaimer as listed in the General Provisions.

For Non-construction projects- The submission of any final reports or documents developed as follows:

a) two (2) paper copies; and
b) one CD with a complete set of any final reports or documents as Portable Document Format (.pdf) files and as Word (.doc) or Rich Text Format (.rtf) files.
For Construction projects-
a) one copy each of the completed site design and final engineering drawings; and
b) ten (10) digital color pictures in high resolution format depicting the work completed under this grant. These photos should include "before" and "after" shots of the project site.
c) a map showing the location of the grant acknowledgment sign on the property.

Final payment will be made upon request and submission of the above information along with the appropriate support documentation cited previously including receipts for allowable services, donations or in-kind contributions. See Appendix F for the Certification for Donated Materials form.

SECTION II

CONSTRUCTION PROJECTS

A. INTRODUCTION

A detailed explanation of the sequence of events for your construction project is included in the following paragraphs.

General Responsibilities. Responsibilities applicable to all CMG projects were described in Section I of this guide. This section contains additional procedures on how to successfully complete a construction project.

If you have any questions, call the Office of Coastal Management at (419) 626-7986 or (419) 626-7980.

B. GRANT ACKNOWLEDGMENT SIGN

Suitable public acknowledgment of funding assistance from the Coastal Management Grant program at project sites is required. Such acknowledgment will emphasize the support and assistance of the National Oceanic and Atmospheric Administration through the Ohio Coastal Management Program.

The Subrecipient is responsible for providing a permanent Coastal Management Grant acknowledgment sign after construction is completed. The Department may provide digital files for the sign symbols.

Permanent Coastal Management Grant Acknowledgment Sign.
The symbols and text shown in Appendix I must be displayed at entrances or other appropriate on-site locations, and at least the Ohio Coastal Management Program logo must appear in site literature (including websites). The format may be altered; however signs must not be smaller than 11" by 17". Such considerations as color combinations, method of sign construction, and placement are matters to be determined by the Subrecipient; however, the sign must be permanent. Acknowledgment sign text and symbols may be included as part of other site signage as long as it meets the criteria listed above.

A map showing the location of the grant acknowledgment sign on the property must be provided as part of the final grant reporting.

C. COMPLIANCE

1. Flood Insurance Requirements. If this project is located within any FEMA-mapped 100-year flood hazard area, the Subrecipient shall comply with the floodplain management criteria of the National Flood Insurance Program (NFIP) and all procedures and rules authorized by 1521.14(C) of the Ohio Revised Code.

   Funds from this grant agreement will not be used to assist the construction or acquisition in identified flood hazard areas for which the appropriate governmental unit has failed to comply with flood insurance purchase requirements under Section 102(2) of the Flood Disaster Protection Act of 1973 (Public Law 93-234), approved December 31, 1976.

To the extent practical, project facilities will be designed to minimize the adverse effects of flooding.

2. Historic Preservation. For all projects, federal and state agencies, principally the State Historic Preservation Officer (SHPO), may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the Department, the Subrecipient undertaking the project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

   For construction or acquisition projects, the Subrecipient must receive SHPO clearance before any work begins or any land is purchased.

3. Architectural Barriers Act and ADA. The Subrecipient will require all facilities to be designed to comply with latest accessibility guidelines under the Architectural Barriers Act of 1968 (Public Law 90-480), Department of Interior Section 504 Regulations (43 CFR Part 17), the Uniform Federal Handicap Accessibility Standards, and The Americans with Disabilities Act. The guidelines can be accessed at http://www.access-board.gov/ada-aba/final.cfm. The Subrecipient will be responsible to ensure compliance with these standards by the sub-contractor.

   The Subrecipient agrees that a project developed for public use with assistance from this grant fund or any facilities which may be developed in the future on the lands acquired under this project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, handicap or disability on the same terms and conditions.

4. Property Use. Property acquired or developed with assistance from the Coastal Management Grant Program will be retained and used for public purposes. The property and/or facilities will be kept open for the general public's use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. Discrimination on the basis of residence, including preferential fees, reservations or membership systems, is prohibited.

   In the event the ODNR Office of Coastal Management becomes aware that: the property has been sold or exchanged; there are title discrepancies or encumbrances that the ODNR Office of Coastal Management deems interferes with the purpose for which these funds were granted; or the property has ceased to be used for the original purposes as approved by the ODNR Office of Coastal Management, the ODNR Office of Coastal Management shall be reimbursed for the share of the Federal funds received for the project based on the fair market value of the interest in the land at the time of disposal. The ODNR Office of Coastal Management shall consult with the National Oceanic and Atmospheric Administration (NOAA) and the Subrecipient before deciding to exercise this right regarding disposition of the property and may in its discretion consent to other alternatives provided for under 15 CFR 24.31(c). Pursuant to 15 CFR 24.31(c), the funds reimbursed to the ODNR Office of Coastal Management shall be reimbursed to NOAA.

D. PLANS AND SPECIFICATIONS/BID PACKAGE

1. Written Notification. You will receive written notification from the Department of Natural Resources, Office of Coastal Management that your project agreement has been approved and signed. The effective date of the project agreement is August 1 and you may begin preparing plans and specifications at that time.

2. Plan Approval. Plans and specifications must be submitted for review and approval before advertising for bids or contractually obligating yourself to construction. Submit plans and specifications to: Ohio

Department of Natural Resources, Office of Coastal Management, 105 West Shoreline Drive, Sandusky, OH 44870.
The plans will be reviewed to determine if they are consistent with the CMG program requirements, the scope and objectives of the project and to ensure that the bid packet materials have been included. They may also be reviewed by the Department's Division of Engineering for engineering standards and construction practices. The plans must reflect the items in your grant. Items approved in the plans, but not in your grant, are not eligible for reimbursement.

3. Approval to Proceed. Subrecipients should allow up to 45 working days for review of plans and specifications. You will be notified in writing once the plans and specifications are approved and will be advised to proceed with advertising for bids.

4. State Prevailing Wage. Subrecipients are responsible for determining if state prevailing wage rates apply. When state prevailing wage rates do apply, the rates must be part of the specifications.

   IMPORTANT: Information on prevailing wage rates and when they are required is available from the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, 6606 Tussing Road, P.O. Box 4009, Reynoldsburg, Ohio 43608-9009, by phone at 614-644-2239 or online at http://www.com.ohio.gov/laws/.

5. Plan Changes. Once the Department approves your plans and specifications, they should not be changed. It is understandable that some minor changes may be necessary. The Department must be notified of any planned changes and only changes having prior approval will be eligible for reimbursement.

6. Restrictive Bid Documents. Bid documents designed to be so restrictive as to exclude open bidding, or failing to provide "or equal" provisions are not acceptable.

7. Information to be Given to Bidders Concerning State/Federal Funds. The Subrecipient must inform bidders that state/federal funds are being used to assist construction and that relevant state/federal requirements will apply.

   The following statement must be included in the bid advertisement and in notices released prior to the issuance of bid invitations:

   THIS PROJECT IS FEDERALLY ASSISTED. CONTRACTS TO BE AWARDED UNDER THIS INVITATION FOR BIDS WILL BE SUBJECT TO ALL APPLICABLE FEDERAL LAWS AND RELATED ACTS.

E. BIDS AND CONTRACTS

THE PARTICIPANT IS RESPONSIBLE FOR FOLLOWING ALL STATE AND LOCAL PROCUREMENT PROCEDURES.
Competitive open bidding is required for contracts and purchases of $25,000.00 or more, unless provisions of state law waive this requirement. See Appendix J for a list of required audit material that must be submitted for all CMG assisted purchases and/or contracts exceeding $25,000.00. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Subrecipient, price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest and best bid). Justification for acceptance of a no-bid contract or awarding of contracts to other than the low bidder, are subject to

the approval of this Department. The Department may require additional documentation from legal counsel on projects not competitively bid.

1. Bonding and Insurance. Except for situations described below, bonding and insurance requirements, including fidelity bonds, over and above those normally required by the Department or Subrecipient, shall not be imposed. The Subrecipient shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds. For contracts exceeding $100,000, all of the following requirements must be met:

   a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a commitment, such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute his contract as required within the time specified.

   b. A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.

   c. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment to all persons supplying labor and material in the execution of the work provided for in the contract.

2. Contract Selection Procedures. All procurement transactions, regardless of whether by sealed bid or by negotiation or without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition consistent with state guidelines. Procurement procedures shall not restrict or eliminate competition.

   The Subrecipient shall have written selection procedures, which provide as a minimum the following:

   a. The solicitations of offers whether by competitive sealed bids or competitive negotiation shall:

   - Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the name brand that must be met by offerors shall be clearly stated.

   - Clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals.

   b. Contract awards shall be made only to responsible contractors that have the ability to perform successfully under the terms and conditions of the proposed contract. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3. Contract Provisions. The Subrecipient shall include the following provisions in all contracts:

a. Contractual conditions that allow for administrative or legal remedies in instances where contractors violate or breach contract terms.

b. All contracts awarded by the Subrecipient in excess of $25,000 shall contain suitable provisions for termination by the Subrecipient, including the procedures and basis for settlement. In addition, the provisions shall describe conditions under which the contract may be terminated because of circumstances beyond the control of the contractor.

c. All construction contracts shall include a provision for compliance with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient shall report all suspected or reported violations to the Department.

d. Contracts awarded by the Subrecipient shall include a provision to the effect that the Department, the state auditor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audit, examination, excerpts, and transcriptions.

e. Contracts in excess of $100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. Violations must be reported to the Department.

f. All facilities developed with assistance from this grant must be designed to be accessible. Acceptable design criteria have been published in American National Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Handicapped. Copies of this publication may be obtained from American National Standards Institute, Inc., 1430 Broadway, New York, New York 10018. Additional information on accessibility guidelines and standards can be viewed at www.access-board.gov/ada-aba/final.cfm.

The appropriate forms and clauses needed to meet these contract provisions are included in the Appendices of this Procedural Guide. The bid packet (see Appendix H) must be inserted in the construction specifications before bidding a contract.

4. Change Orders. The Subrecipient shall issue written change orders for all necessary contract changes. Any change which alters the nature or purpose of the project must be approved by the Department. Change orders must be made part of the project file and kept available for audit purposes.

5. Acceptance of the Contract Work. The Subrecipient has full responsibility for determining if the contracted work is satisfactorily completed.

6. Site Inspections. During the project period, site visits may be made at any time by representatives of the Department to ensure that the work is progressing in accordance with the project as approved. After a project is completed, periodic inspections will be made. These post-completion inspections, in some instances, may be unannounced.

7. Safety and Accident Prevention. In the performance of each project, the Subrecipient must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Subrecipient is responsible for assuring that all safeguards, safety devices, and protective equipment

are provided. The Subrecipient will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the project.

8. Underground Utility Requirements. All electrical lines installed after project approval must be placed underground. This requirement applies to all utilities including new or replacement electrical wiring installed on a fund-assisted site.

9. Accessibility to the Public. Discrimination on the basis of residence, including preferential reservation or membership systems and annual permit systems, is prohibited, except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

10. Equal Employment Opportunity Construction Contract Compliance. Federally assisted construction projects are subject to Presidential Executive Order 11246, as amended, and the January 27, 1972 Equal Employment Opportunity Executive Order of the Governor of Ohio. Regulations set forth by the Office of Federal Contract Compliance Programs of the U.S. Department of Labor and the Ohio Department of Administrative Services will apply to each construction contract awarded under the CMG program.

IMPORTANT: The Equal Employment Opportunity Bid Conditions are included with this Procedural Guide in Appendix H and must be incorporated in the bid specifications.

a. Subrecipients receiving complaints alleging contractor and/or subcontractor violation of Equal Employment Opportunity Provisions shall promptly transmit such complaints to the Office of Coastal Management.

b. In the event the Subrecipient fails or refuses to comply with these requirements, the Subrecipient is subject to sanctions such as:

- cancellation, termination, or suspension in whole or in part of the grant amount;
- refraining from extending any further assistance to the Subrecipient until satisfactory assurance of future compliance has been received;
- referring the case to the Attorney General for appropriate legal action.

11. Permits. The Subrecipient must secure all federal, state, and local authorizations needed for the completion of the project and submit copies of same to the Office of Coastal Management prior to commencing work on the project. This requirement may include any one or more of the permits listed below as well as permits for land easements, utility lines and services, and rights-of-way for construction, operations, or maintenance.

- U.S. Army Corps of Engineers, Section 404/Section 10 Permits

Projects that involve construction or fill activities within the waters of Lake Erie and other navigable waters, as well as alterations to wetland areas, require a permit under Section 404 of the Clean Water Act. Additionally, projects that create an obstruction to the capacity of navigable waters require a permit under Section 10 of the Rivers and Harbors Act of 1899. Examples of activities that may require one or both of these permits include the construction of piers, jetties, revetments, and pilings; backfill and bank excavation, dredging, filling, and depositing dredged material in wetlands and in waterways.

- Ohio Environmental Protection Agency, Section 401 Water Quality Certification and Isolated Wetland Permit

As required by Section 401 of the Clean Water Act (also known as the Federal Water Pollution Control Act) and Chapter 6111 of the Ohio Revised Code, any in-water deposition of dredged or fill material must be certified by the Ohio Environmental Protection Agency as meeting Ohio water quality standards. Additionally, impacts to isolated wetlands in Ohio that are not regulated by the Clean Water Act may require an Isolated Wetland Permit from the Ohio Environmental Protection Agency.

- Ohio Department of Natural Resources, Submerged Lands Lease or Permit

The Ohio Department of Natural Resources, Office of Coastal Management administers a submerged lands lease/permit program on behalf of the people of the State of Ohio who own the soils beneath Lake Erie within the state boundaries. Before any construction or improvements can occur on these lands, authorization must be obtained from the Office of Coastal Management.

- Ohio Department of Natural Resources, Shore Structure Permit

A permit must be obtained from the Ohio Department of Natural Resources prior to the construction or installation of a beach, groin, revetment, seawall, breakwater, pier, jetty or other structure to arrest or control erosion, wave action, or inundation along or near the shoreline of Lake Erie (including the islands, bays and inlets) in Ohio.

- Ohio Department of Natural Resources, Coastal Erosion Area Permit

A permit must be obtained from the Ohio Department of Natural Resources prior to the construction of certain new buildings, additions greater than 500 square feet to certain existing buildings and any septic system within a designated Coastal Erosion Area prior to construction. The permit application must demonstrate that measures to control erosion and bluff instability will be constructed prior to or concurrent with construction of the building, septic system or addition, and will meet other criteria.

F. ADDITIONAL ACCOUNTING AND REIMBURSEMENT REQUIREMENTS

1. Income Against a Project. Income against a project is money Subrecipients receive during the project period as a result of some income-producing activity occurring on the project site. Rental of structures, sale of timber, oil, gas, or other minerals, are examples of income-producing activities. Any such revenue Subrecipients receive during the project period must be accounted for and disposed of as follows:

   - It must be added to your locally committed funds for the project and used to develop components identified in your project proposal. You must send us a proposal describing how the income will be used. The proposal is subject to approval by the Office of Coastal Management.

   Income earned from entrance or user fees, and money from concessions are not considered income against the project.

2. Land Donation. For a project involving a donation of land, the following additional documents must accompany the request for reimbursement:

   - An analytical narrative appraisal prepared by an approved certified general appraiser
   - A copy of the recorded deed
   - Certificate of Title or Title Insurance
   - Statement of Just Compensation
   - Waiver of Just Compensation

We recommend that Subrecipients contact our office if a property donation is expected. In order to be considered for credit, the Subrecipient should not accept title to the property until the Subrecipient has received written approval from the Department.

If your project involves a land donation, the Office of Coastal Management will provide you with the necessary forms.

G. RESPONSIBILITY AFTER PROJECT COMPLETION FOR THE OPERATION, MAINTENANCE AND USE OF CMG ASSISTED AREAS

Operation and Maintenance. Property acquired or developed with assistance from the grant shall be operated and maintained as follows:

- Retention and Use. The property shall be used for the intended purpose.
- Appearance. The property shall be attractive and inviting to the public.
- Maintenance. Upkeep and repair of structures and improvements shall be adequate
- Management. Staffing and servicing of facilities shall be adequate to assure public use and enjoyment of the area.
- Availability. The property shall be readily accessible and open to the public during reasonable hours and times of the year.
- Environment. The quality and integrity of the area shall be maintained.
- Signs. The proper Coastal Management Grant acknowledgment sign shall be posted.

APPENDICES

APPENDIX A	**PERFORMANCE REPORT**
APPENDIX B	**REIMBURSEMENT/DRAW REQUEST**
APPENDIX C	**EXTENSION REQUEST FORM LETTER**
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APPENDIX I	**COASTAL MANAGEMENT GRANT ACKNOWLEDGMENT SIGN**
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APPENDIX A

Performance Report Form
Office of Coastal Management

Project Details

Subrecipient Name:

Contract/Agreement Expiration Date:

Project Title:

Performance Report Period (year):

July 1 - September 30 ◯ October 1 - December 31 ◯ January 1 - March 31 ◯ April 1 - June 30 ◯

Final Performance Report ◯ Other Report Period:

Project Manager Name: **Title:**

Project Manager Signature: _____

Schedule Details

% of Project Completed:

Select One:

On Schedule ◯ Delayed ◯ If delayed, how long?

A written **extension request must be submitted 60 days prior** to contract expiration.

Extension Submitted ◯ Requested Project End Date:

Performance Details

List each Task Deliverable listed in your grant application, update progress and/or accomplishments during this reporting period.

Difficulties and Delays encountered during the reporting period:

Performance Report Supplemental Questions:

Please provide an update to each performance measure; if an update is unavailable or not applicable please respond with `n/a'.

1. If any **educational activities** (i.e. presentations; seminars; stewardship or field events; and other activities that provide non-technical information) have been offered under this project during this reporting period, list the date, activity title and number of attendees of each activity.

2. If any **training/outreach activities** (i.e. events that focus on more technical subject matter) have been offered under this project during this reporting period, list the date, activity title and number of attendees of each activity.

3. If any **cleanup events** have been held as part of this project during this reporting period, for each cleanup location: list the location name, the date, number of participants, and pounds of trash collected.

4. Identify the donor and amount of **funds leveraged** from other sources beyond the coastal grant and grant recipient match during this reporting period.

5. List the **acres acquired** during this reporting period.

6. List the **acres restored** during this reporting period.

7. List the **miles acquired** during this reporting period.

8. List the **miles restored** during this reporting period.

APPENDIX B

Reimbursement/Draw Request

Office of Coastal Management
Ohio Department of Natural Resources
Contact: Joyce Hackett (Fiscal Officer) Yetty Alley (Local Liaison)
105 W. Shoreline Dr. | Sandusky, Ohio 44870 | (419) 626-7980 | Fax: (419) 626-7983

Subrecipient Name:

Date: ☐ Revision

Project Name:

R/D Request Period:

R/D Request Number: 1 ☐ Partial ☐ Final

R/D Amount: $0.00

Expenditures

Category	Authorized Budget Coastal	Authorized Budget Match	Current Invoice Coastal	Current Invoice Match	Invoiced to Date (Including Current Invoice) Coastal	Invoiced to Date (Including Current Invoice) Match	Balance Coastal	Balance Match
Personnel							$ -	$ -
Fringe							$ -	$ -
Volunteer time							$ -	$ -
Travel							$ -	$ -
Equipment							$ -	$ -
Supplies/Repair							$ -	$ -
Contractual							$ -	$ -
Other							$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Costs							$ -	$ -
Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

NOTE: Category expenditures exceeding authorized budget require reprogramming in advance of fiscal reporting and reimbursement/draw requests.

Signature

Tax ID Number:

Title

Remit to Name:

Remit to Address:

Beginning Federal Balance:	$0.00
Reimbursement/Draws to Date (not including current):	$0.00
Federal Balance:	$0.00
Current Federal Request:	$0.00
Remaining Federal Balance:	$0.00

For ODNR use only

Revenue Coding **To be completed by requesting ODNR division.**

Amount	Fund	Account	ALI	Dept	Program	Grant/ Project	Service Location	Agency Use/ Activity Code
$ -		442103						

APPENDIX C
EXTENSION REQUEST FORM LETTER

(Date)

(OCM Project Manager)
ODNR Office of Coastal Management
105 West Shoreline Drive
Sandusky, OH 44870

Re: (Grant Title), (Grant Number)

Dear (OCM Project Manager):

I am requesting an extension for this project through (date). The extension is needed because (explanation).

The following tasks have yet to be completed for this project: (list or describe items). These items will be accomplished according to the following timeline: (describe timeline for the remaining work). $(amount) in grant funds are remaining.

Sincerely,

(Subrecipient Project Manager)

cc: (Subrecipient Fiscal Contact)

APPENDIX D
SAMPLE TIME TRACKING FORM

Instructions: Time sheets document all personnel costs to be reimbursed with the grant and/or claimed as matching funds. All individuals whose time/salaries are being counted towards the grant shall complete this form or a local time sheet (including supervisor's signature) each pay period. Record the number of hours spent on the grant tasks on the time sheet. After both the individual and supervisor sign the form, it shall be filed with grant records and then submitted with the reimbursement request.

Subrecipient: _____ Pay Period Beginning: _____ Ending: _____

Individual Name: _____ Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

ACTIVITY	SUN	MON	TUE	WED	THU	FRI	SAT	Week 1	SUN	MON	TUE	WED	THU	FRI	SAT	Week 2	TOTALS
Total Hours:																	

APPENDIX E
STATE OF OHIO TRAVEL RULES

The OBM Travel Rule states that a traveler is eligible for meal reimbursement only when overnight lodging is required and the traveler is either:

Greater than 45 miles from both the traveler's residence and headquarters or;
Greater than 30 miles from both the traveler's residence and headquarters for conference purposes.

MEAL PER DIEM: Reimbursement for meals is authorized only when overnight lodging is required. A per diem is available for meal and incidental expenses in accordance with the per diem rates established by the U.S. General Services Administration (www.gsa.gov), which is based on the lodging location.

The per diem is designed to offset the additional cost of travel, not to entirely pay for the traveler's meal. The amount of reimbursement shall be adjusted on departure and return days based on the time of departure and return. Travelers are expected to pro-rate per diem on travel days based upon their travel schedule. Please refer to the OBM travel rule available at http://obm.ohio.gov/MiscPages/TravelRule/ for the prorated meal and incidental expenses reimbursement schedule.

Note: **The per diem rate is the maximum amount that can be reimbursed to a traveler. Even if a traveler spends more than the established per diem rate and has receipts to document the expense, he/she will only be reimbursed at the established per diem rate. Additionally, the traveler cannot be reimbursed for more than he/she spent.**

Meal Receipts: Itemized receipts are required for all meal reimbursement requests.

Meal Gratuities: Effective October 1, 2009, travelers may no longer request reimbursement for gratuities. Gratuities are included in the established per diem rates.

MILEAGE: Reimbursement rate is 52 cents per mile as of August 1, 2013. The current mileage rate is available at http://obm.ohio.gov/MiscPages/TravelRule/.

Documentation must be provided for all mileage claimed for reimbursement or as match that includes the number of miles traveled per trip, the purpose of each trip, the traveler, and the date.

MISCELLANEOUS: The State will reimburse for actual fare costs such as tolls, subway, boat and taxi without receipts. Receipts are required for all miscellaneous transportation expenses exceeding $10 and for parking expenses.

Refer to Rule 126-1-02 of the Ohio Administrative Code for complete travel rules.
A complete summary of the State of Ohio Travel Rules can be found at
http://obm.ohio.gov/MiscPages/TravelRule/.

APPENDIX F
CERTIFICATION FOR DONATED MATERIALS

OHIO COASTAL MANAGEMENT PROGRAM
COASTAL MANAGEMENT GRANT

CITY: ADDRESS:
GRANT PROJECT NO.:

MATERIALS DONATED

DONOR	ITEM	NUMBER	COST	DONATION AMT
1.				
2.				
3.				

TOTAL MATERIALS DONATION- **$_____**

NOTE (Describe what the material(s) was (were) used for on the project) –

I certify that all donated materials claimed for reimbursement were used solely for public recreation improvements developed with fund assistance from Ohio's Coastal Management Grant Program.

_____ _____
Signed, Authorized Subrecipient Official Date

BE SURE TO ATTACH DONOR'S STATEMENT

APPENDIX G

Final Project Summary

Ohio Coastal Management Grant Program

This summary is part of the Final Report Requirements and is separate from the Final Performance Report. It will be used in the online summary for this grant project. NOTE: a signature is not required on this form.
Submit this completed form as a Word® file email attachment to yetty.alley@dnr.state.oh.us.

Subrecipient Name: Grant No.:

Project Name:

Contact information for online summary:

Name: Affiliation, Office/Division:

Address:

Phone: Email:

1. Description of the project scope and any special considerations or problems encountered:

2. Results/outcome of project:

3. Title, date and brief description of any publications, reports and datasets produced through this grant and how they were disseminated:

4. Next steps/future use of project results:

5. Has this grant enabled the leveraging of any other funds or projects? If so, please describe.

Prepared by: Title: Date:

APPENDIX H
BID PACKET:

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, military status, disability, national origin, or ancestry. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, military status, disability, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, military status, disability, national origin, or ancestry.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on EEO and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.

5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.

6. Full cooperation as expressed in clause 5 above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

   In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

BID PACKET:

TITLE 18, U.S.C. , SECTION 874

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

BID PACKET:

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;

b. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;

c. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

d. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

e. That it will include the provisions of paragraphs "a" through "f" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;

f. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

APPENDIX I
COASTAL MANAGEMENT GRANT ACKNOWLEDGMENT SIGN

Permanent Sign- After Construction

Project Name Here
Sponsoring Agency

This project was funded in part by a Coastal Management Grant supported by the National Oceanic and Atmospheric Administration through the Ohio Coastal Management Program.

APPENDIX J
BID INFORMATION SHEET

CMG assisted contracts and purchases must follow state and local purchasing and bidding requirements.

The following audit material is required for all CMG assisted purchases and/or contracts exceeding $25,000.00.

Copy of the bid tabulation.

Copy of the selected bid proposal.

Copy of the signed contract.

Certificate of Authority with legal counsel's original signature for the contract awarded.

The $25,000.00 limit applies singly or in the aggregate; i.e. multiple purchases/contracts with the same vendor for identical or nearly identical goods or services totaling $25,000.00 or more may be subject to competitive bidding. If you have questions about a specific situation call our office at (419) 626-7986.

Contact the Office of Coastal Management if:

*The low bid is not chosen.

*No bids are received, bids are not responsive, or bids are too high.

APPENDIX K
CERTIFICATE OF AUTHORITY
(For Public Entities)
OHIO COASTAL MANAGEMENT PROGRAM
COASTAL MANAGEMENT GRANT (CMG)

I, _____ do hereby certify that I am the principal legal officer of

_____ and that the _____ is a legally
(Subrecipient) (Subrecipient)
constituted public body with full authority and legal capability to perform all obligations and terms of the

proposed CMG assisted contract with _____, for the
(Contractor/Consultant)
amount of $ _____.

I further certify that all state and local laws regulating and governing the procurement of goods and/or

services by competitive public bidding have been followed and strictly adhered to by

_____ in the award of the above CMG assisted contract.
(Subrecipient)

In witness whereof, I have made and executed this Certificate of Authority this _____ day of

_____, 20____.

By: _____

Legal Counsel for _____
(Subrecipient)

APPENDIX L
CERTIFICATE OF AUTHORITY
(For Nonprofit Entities)
OHIO COASTAL MANAGEMENT PROGRAM
COASTAL MANAGEMENT GRANT (CMG)

I, _____ do hereby certify that I am the principal legal officer of

_____ and that the _____ is a legally
(Subrecipient) (Subrecipient)
constituted body with full authority and legal capability to perform all obligations and terms of the

proposed CMG assisted contract with _____, for the
(Contractor/Consultant)
amount of $ _____.

I further certify that all state and local laws regulating and governing the procurement of goods and/or

services have been followed and strictly adhered to by _____
(Subrecipient)
in the award of the above CMG assisted contract.

In witness whereof, I have made and executed this Certificate of Authority this _____ day of

_____, 20____.

By: _____

Executive Director for _____
(Subrecipient)

John R. Kasich, Governor
James Zehringer, Director

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