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SECTION I

GENERAL PROJECT INFORMATION

A. INTRODUCTION

This Procedural Guide is designed to assist you, the project sponsor, with the successful completion of your Land and Water Conservation Fund (LWCF) project.

This guide is organized in three sections. The first section contains general project information that applies to all LWCF projects. Section II contains specific guidelines for development projects thru the selection process. Section III contains specific guidelines for development projects from the completion of the selection process thru final closeout.

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:

Ohio Department of Natural Resources
Division of Parks and Recreation
Grants Program
2045 Morse Road, Building C-3
Columbus, Ohio 43229-6693
(614) 265-6646

B. PROGRAM ADMINISTRATION

The National Park Service (NPS) of the U.S. Department of Interior is the federal administering agency of the LWCF program. The Ohio Department of Natural Resources (referred to as, the "Department") has been designated by the Governor as the state agency responsible for program administration and coordination. Within the Department, program responsibilities have been assigned to the Division of Parks and Recreation. Under the terms of a project agreement, the Department delegates (to you, the "Participant") certain responsibilities for project completion, record retention, and operation.

C. RESPONSIBILITY FOR PROJECT COMPLETION

State and Local Responsibilities Defined. The Participant is legally responsible to complete the project. Once reimbursement is accepted, the Participant shall not terminate a project financed with LWCF 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 ODNR and NPS.

Under the terms of the federal Land and Water Conservation Fund Act, it is the responsibility of both the ODNR and the Participant to follow the guidelines and rules as established by the NPS. The ODNR shall assure the NPS that the Participant complies with the terms of the project agreement, the provisions of this guide, and all relevant laws, rules and regulations. The ODNR 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 ODNR determines that the Participant has failed to comply with the project agreement. The Participant will be promptly notified in writing of such findings and given the reasons for the actions.

Under the terms of the LWCF Program, it is the responsibility of the Participant to follow the guidelines and rules as established by the state. The Department shall assure that the Participant 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 Participant has failed to comply with the project agreement. The Participant will be promptly notified in writing of such findings and given the reasons for the actions.

1. Satisfactory Progress. The Participant 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 Participant's existing projects. Qualification of new projects may also be delayed until project provisions are satisfactorily met.
2. 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 in order to ensure that the area is being used solely for public recreation. These post-completion inspections, in some instances, may be unannounced.
3. Changes in an Approved Project. The Participant may not deviate from the scope of an approved project without the concurrence of the Department. The scope of an approved project is described in the State-Local Project Agreement and is based upon the original grant application. All proposed grant projects are competitively scored and selected on the basis of merit. For these reasons, 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.

If the Participant finds it necessary to seek a change in project scope the following will be considered:

- What factors create a valid need for the proposed project change?
- Will the proposed project change solve the problem identified in the purpose and need section of the original project application to the same (or greater) extent as the original proposal?

- Is the proposed project change eligible for grant assistance under grant program guidelines/rules?
- Does the change involve a different location/site?
- Does the proposed change constitute a major or minor revision to the project as originally defined?
- Will additional environmental and State Historic Preservation Office review be required? (Additional review will usually be required when considering a new site or different type of development that was not a part of the project's original definition.)

Requests for changes in project scope must be made in writing to the Department and must contain a detailed explanation. The request should include appropriate maps, cost estimates, etc., to accurately reflect the proposed change.

D. RESPONSIBILITY AFTER THE PROJECT COMPLETION FOR THE OPERATION, MAINTENANCE AND USE OF LWCF ASSISTED AREAS

1. **Section 6(f) of the Land and Water Conservation Fund Act of 1964. PROPERTY ACQUIRED OR DEVELOPED WITH ASSISTANCE FROM THE FUND SHALL BE RETAINED AND USED FOR PUBLIC OUTDOOR RECREATION PURPOSES IN PERPETUITY. PROPERTY ACQUIRED OR DEVELOPED SHALL NOT BE WHOLLY OR PARTLY CONVERTED TO OTHER THAN PUBLIC OUTDOOR RECREATION USES WITHOUT THE APPROVAL OF THIS DEPARTMENT AND THE SECRETARY OF THE UNITED STATES DEPARTMENT OF INTERIOR.**

If the Participant determines that a conversion of use or title is desirable and necessary, contact the Department for specific instructions. (614) 265-6646.

2. LWCF Acknowledgment Sign. Suitable public acknowledgment of LWCF assistance at project sites is required. Such acknowledgment will emphasize the federal-state-local partnership role in creating new high-quality recreation areas and facilities. Participants can have signs developed locally or purchase signs from the Department.

LWCF signs must not be smaller than 9 X 12 inches. The color combinations for LWCF signs used should be the following: background – either white or tan, mountain – green, road into the mountain – white or tan, leaves by the name Land and Water Conservation Fund – green, the color within the outer circular band – green or the color of the background. Lettering color and method of sign construction are matters for determination by the recipient; however, signs must be permanent.

Participants may have the sign made locally or may purchase signs from the Department. Participants may have the sign made locally or may purchase signs from the Department. Department signs are made of recycled plastic and measure 13.5 X 15.5 inches. Signs cost \$90.00 including shipping and handling. The signs can be ordered by sending an e-mail to the following address: dameyon.shipley@dnr.state.oh.us

Please provide your project number, the number of signs needed, mailing address (No PO Boxes), and contact name and phone number.

We will send out your sign(s) with an invoice requesting payment to be made upon receipt.

3. 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.
4. Accessibility to the Public: Discrimination on the basis of residence is prohibited. Public Law 92-422, Section 6(f)(8) provides that 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.

Any proposed fees associated with the site that differs between residents and nonresidents must first be submitted for approval. As a rule, fees charged to nonresidents cannot exceed twice that charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, the nonresident fee cannot exceed the fee charged for residents at comparable state or local public facilities that have a fee system. Reservations, memberships or annual permit systems available to residents must also be available to nonresidents.

Participants may impose reasonable use limits on the type and extent of use at areas and facilities when such limitations are necessary for maintenance or conservation. All limitations shall be in accordance with the applicable grant agreement and amendments.

5. Operation and Maintenance. Property acquired or developed with assistance from LWCF 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.

6. Audit Requirements. The Participant is responsible for being familiar with the Single Audit Act of 1984 and its requirements. Under these requirements, audited agencies must submit a copy of any single audit report to the Department.

E. DEED – NOTICE OF GRANT AGREEMENT

Property developed with assistance from the LWCF grant program shall be retained and used for public outdoor recreation. Under no circumstances can property developed with LWCF be converted from public recreation use without the approval of the director of the Department and the National Park Service. **In order for this regulation to be stringently enforced, the Participant is to file a Notice of Agreement affidavit at their county recorder's office. A copy of the boundary map provided with the LWCF application must also be included as an exhibit to the affidavit. If there are any questions or problems that arise, please contact our office at 614-265-6646.**

NOTE – PARTICIPANTS WHO SEEK TO CONVERT GRANT ASSISTED PROPERTY TO OTHER THAN PUBLIC RECREATION USE MUST BE PREPARED TO PROVIDE THE DEPARTMENT INFORMATION REGARDING REPLACEMENT PROPERTY FOR PUBLIC RECREATION THAT THE PARTICIPANT WOULD PROVIDE IF THE CONVERSION IS APPROVED.

Refer to **Appendix K - Notice of Grant Agreement Example** and **Appendix L - Notice of Grant Agreement Form**.

SECTION II

DEVELOPMENT PROJECTS (THRU THE CONTRACTOR SELECTION PROCESS)

A. INTRODUCTION

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

General Responsibilities. Responsibilities applicable to all NatureWorks projects were described in Section I of this guide. This section contains specific procedures on how to successfully complete a development project. If you have any questions, call the Department at (614) 265-6646.

B. PLANS AND SPECIFICATIONS/BID PACKAGE

Plans and specification requirements vary based on the type of development project. Listed below is documentation that our office requires.

Competitive Bid Project - We require a copy of the complete bid package (plans/specifications) that will be made available to bidders **prior to bid**. **The plans/specifications must be stamped and signed by a professional engineer or landscape architect.**

Project involving the purchase of items (e.g. playgrounds and pre-fabricated shelters) and not being competitively bid – We require a copy of the specifications and any associated drawings as soon as available.

Construction project (e.g. shelter, walkways, etc.) not being competitively bid – We require a copy of the plans/specifications and any associated drawings as soon as available. If a professional engineer or landscape architect didn't prepare the plans/specifications we may need to request additional information.

When planning any development project the applicant must review the latest accessibility guidelines under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Any development funded must adhere to these guidelines. The guidelines can be accessed on the following webpage: <http://www.access-board.gov/ada-aba/final.htm> Bidding or construction should not begin prior to our review and approval. Please allow up to 30 working days for review, as our Division of Engineering may review the plans and specifications. Bid documents designed to be so restrictive to exclude open competitive bidding, bid documents that do not allow for "or equal" provisions, may not be acceptable. The plans must reflect the items in your grant. Items approved in the plans, but not in your grant, are not eligible for reimbursement. Once your plans and specifications are approved by the Department, 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.

IMPORTANT - Although the LWCF program is a federal grant program, state prevailing wage rates would apply and must be part of the specifications. Provisions of the Davis Bacon Act do not apply unless other federal funds are used in conjunction with LWCF. Prevailing wage rate thresholds are available from the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Labor and Work Safety. The prevailing wage rate thresholds can be found on their web page at: <http://www.com.ohio.gov/laws/>

You may contact the Bureau of Labor and Work Safety by phone at (614) 644-2450 or by mail at 6606 Tussing Road, PO Box 4009, Reynoldsburg OH 43068

C. BIDS AND CONTRACTS

THE PARTICIPANT IS RESPONSIBLE FOR FOLLOWING ALL STATE AND LOCAL PROCUREMENT PROCEDURES, AND MUST PROVIDE A CERTIFICATE OF AUTHORITY TO CONFIRM COMPLIANCE WITH BIDDING PROCEDURES. Competitive open bidding is required for contracts and purchases of \$25,000.00 or more, unless provisions of state law waive this requirement.

Refer to **Appendix A – Bid Information Sheet** for details of the documents required. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Recipient, 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 Participant, shall not be imposed.

The Participant shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts exceeding \$100,000. 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 project sponsor shall have written selection procedures that provide as a minimum the following:

- a. The solicitations of offers whether by competitive sealed bids or competitive negotiation shall:
 - 1) 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 which must be met by offerors shall be clearly stated. All requirements which offerors must fulfill and all other factors to be used in evaluating bids or proposals shall be clearly stated.
- 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 Participant 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 in excess of \$25,000 shall contain suitable provisions for termination by the Participant, 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 **Appendix Q - 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 Participant shall report all suspected or reported violations to the Department.
 - d. Contracts awarded by the Participant 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.

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

4. Change Orders. The Participant shall issue written change orders for all necessary contract changes. Any change that 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. Information to be Given to Bidders Concerning State Funds. The Participant must inform bidders that State of Ohio NatureWorks funds are being used to assist construction and that relevant state requirements will apply. This information must be included in bid invitations or in notices released prior to the issuance of the bid invitations.
6. Acceptance of the Contract Work. The Participant has full responsibility for determining if the contracted work is satisfactorily completed.
7. Safety and Accident Prevention. In the performance of each project, the Participant must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Participant is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Participant 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. 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 LWCF Program.
9. The Equal Employment Opportunity Bid Conditions for your LWCF project are included with this Procedural Guide and must be incorporated in the bid specifications.
 - a. Participants receiving complaints alleging contractor and/or subcontractor violation of the Governor's Executive Order shall promptly transmit such complaints to the Division of Real Estate and Land Management.

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

1) cancellation, termination, or suspension in whole or in part of the grant amount;

2) refraining from extending any further assistance to the Participant until satisfactory assurance of future compliance has been received;

3) referring the case to the Attorney General for appropriate legal action.

9. PERMITS. All permits needed for the completion of the project must be secured by the local agency. 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**

Any project involving construction or fill activities adjacent to or within the waters of Lake Erie, as well as any alterations to wetland areas, may require the approval of the U. S. Army Corps of Engineers. Included in this requirement are such activities as construction of piers, boathouses, and catwalks.

* **Ohio Environmental Protection Agency, Water Quality Certification**

As required by Section 401 of the Clean Water Act, the Ohio Environmental Act, the Ohio Environmental Protection agency must certify that any in-water deposition of dredged or fill material meets Ohio water quality standards.

* **Ohio Department of Natural Resources, Submerged Land Lease**

The State of Ohio owns the lands submerged under the waters of Lake Erie and Sandusky Bay within the state boundaries. Before any construction or improvements can occur on submerged lands, a lease must be obtained from the Ohio Department of Natural Resources, Office of Coastal Management located at 105 West Shoreline Drive, Sandusky, OH 44870.

* **Ohio Department of Natural Resources/Shore Erosion Protection Permit**

A permit must be obtained from the Ohio Department of Natural Resources, Office of Coastal Management located at 105 West Shoreline Drive, Sandusky, OH 44870 prior to the construction or installation of any erosion protection structure on or along the shoreline of Lake Erie in Ohio.

SECTION III

DEVELOPMENT PROJECTS (THRU CLOSEOUT)

A. INTRODUCTION

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

General Responsibilities. Responsibilities applicable to all NatureWorks projects were described in Section I of this guide. This section contains specific procedures on how to successfully complete a development project. If you have any questions, call our office at (614) 265-6646.

B. DONATION AND IN-KIND LABOR/SERVICES

The contribution of donated and in-kind labor/services can be used towards the required 25% match of NatureWorks grants. It is important that Participants that utilize donated and in-kind labor/services obtain and maintain the proper documentation. Donated labor/services are classified as skilled and unskilled labor. Skilled labor/services would include plumbers, carpenters, engineers, etc. **The Department reserves the right to request additional documentation, reduce, or deny donated and in-kind labor/services in which the hours for tasks appear to be excessive.**

1. Donated Labor/Services (Skilled)

Skilled labor may be valued at the current rate of pay of the individuals. In order for their rate of pay to be used, Participants will be required to provide names, documentation of the rate of pay of the individuals, hours worked, and a description of the work performed. Work completed by skilled labor that is not their listed skill will be valued at the unskilled labor rate established. **Overtime rates of pay will not be allowed.** Participants should review APPENDIX D - Donated Labor/Services (Skilled and Unskilled) Checklist, APPENDIX F – LWCF In-Kind and Donated Labor/Service Form Instructions and APPENDIX G - LWCF In-Kind and Donated Labor/Service Form.

2. Donated Labor/Services (Unskilled)

Unskilled labor will be valued at \$12.00 per hour. Unskilled labor will only be accepted for work provided by individuals age 18 and over. We still encourage the contributions of volunteers of any age. Participants will be required to provide names, hours worked, and a description of the work performed. **Overtime rates of pay will not be allowed.** Participants should review the APPENDIX D - Donated Labor/Services (Skilled and Unskilled) Checklist, APPENDIX F – LWCF In-Kind and Donated Labor/Service Form Instructions and APPENDIX G - LWCF In-Kind and Donated Labor/Service Form.

3. In-Kind Labor/Services

Participants can utilize in-kind labor/services from their staff at their current rate of pay. **Fringe rates cannot be included in the rate of pay.** Participants will be required to provide names, documentation of the rate of pay of the individuals, hours worked, and a description of the work performed. **Overtime rates of pay will not be allowed.** Participants will have to clearly distinguish the time spent on the NatureWorks project by each staff member on their timecard. Participants should review APPENDIX E - In-Kind Labor/Services (Skilled and Unskilled) Checklist, APPENDIX F – LWCF In-Kind and Donated Labor/Service Form Instructions and APPENDIX G - LWCF In-Kind and Donated Labor/Service Form.

C. DONATED REAL PROPERTY, MATERIALS, AND EQUIPMENT

1. Donated Real Property

Donated property can be used towards the applicant's match. In order for donated property to be eligible for credit, the Participant is responsible for providing the Department an appraisal of the property. **The cost of the appraisal, closing costs, and associated legal fees associated with the donated property are not eligible for consideration.** The Participant must submit the resume of the prospective general appraiser and the appraiser's certificate number from the Department of Commerce to the Department. The Department will review the information and determine if the appraiser can be approved. **Property valued at less than \$25,000 require an abbreviated appraisal. Property valued at \$25,000 or more require a narrative analytical appraisal (yellow book appraisal). We recommend that Participants contact our office if a property donation is expected. In order to be considered for credit, the Participant should not accept title to the property until the Participant has received written approval from the National Park Service thru the Ohio Department of Natural Resources.**

2. Donated Materials

Values assessed to donated materials must be documented, should be reasonable, and should not exceed current market prices at the time they received by the Participant. Eligible materials must be new. Examples of eligible items include: gravel, mulch, lumber, plumbing fixtures, etc. Examples of ineligible items include: food, hand tools, consumable supplies, materials from the applicant's existing inventory, etc. Participants should refer to APPENDIX I - Donated Material and Equipment Checklist and APPENDIX J – Donated Material and Equipment Summary.

3. Donated and/or In-Kind Equipment

It is recommended that any potential equipment that may be considered for donation or in-kind be submitted to the Department for prior review and approval. Eligible equipment will be valued on an hourly, daily, weekly, or monthly rate. If the donation is being provided by a vendor, the Participant would be required to provide proper documentation of the regular rental rate. If potential equipment usage is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. If the equipment is heavy duty, the Participant should review the Ohio Department of Transportation's (ODOT) equipment standard rates list. If the equipment is found on the list, the ODOT rate will be the one considered. **The ODOT standard rates list is listed on the same web page this procedural guide was located.**

We understand that there are many types of power tools and equipment that are not considered "heavy duty" that may be required and are not listed on the ODOT equipment standard rates list. If potential power tools and equipment is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. The Participant must be able to provide a rental rate utilized by a local vendor for that same piece of equipment. If a rental rate cannot be obtained, the item will not be considered for donation. **The Department reserves the right to request additional documentation, reduce, or deny donated and/or in-kind equipment in which a rate cannot be established.** Participants should refer to APPENDIX I – Donated Material and Equipment Checklist and APPENDIX J – Donated Material and Equipment Summary.

D. PROJECT WORK, BILLING, AND REIMBURSEMENT

1. Financial Responsibility

The Participant is responsible for the financial management of an approved project.

2. Accounting for Funds Received

The Participant shall implement accounting procedures to assure proper disbursement and accounting of project expenditures. The accounting procedures must be based on generally accepted accounting standards and principles and must meet the following requirements:

- Establish separate accounts and support documents for each project. Each account shall be identified by the NatureWorks number assigned to the project.
- Identify all receipts in sufficient detail to show the source of each receipt.
- Itemize all support documents for project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous".

- Cross-reference each expenditure with a supporting purchase order, contract, bill, etc. An applicant can be reimbursed only if checks and invoices match.
- Maintain adequate records to show that all expenditures charged against the project were authorized by the Participant.
- Invoices and checks should have the project number, account number, and date.
- When payment is by check, a copy of the front of the check and a signed certification on the performance report must be submitted with the Billing. If payment is made by electronic transfer, you must submit documentation of the transfer of funds.
- In those cases where the assistance of a consultant is required for a project, the costs may be eligible for Fund assistance. Consultants should be paid by the customary method used by the Participant, (i.e., per diem salary, fee for services, etc.). The "cost-plus-a-percentage" method of contracting must not be used.
- Consultant fees paid to any federal, state, or Participant's employee are not eligible for reimbursement unless such payment is specifically agreed to by the Department.

3. Income Against a Project

Income against a project refers to money Participants 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 Participants receive during the project period must be accounted for and allocated in one of two ways:

It must be added to your locally committed funds for the project and used to develop recreation facilities identified in your project proposal. If this option is selected, you must send us a proposal describing how the income will be used. The proposal is subject to approval by the Department and the National Park Service.

or

Income received from non-recreation uses must be deducted from your reimbursement basis. EXAMPLE: You have spent \$20,000 and expect to receive a 50% reimbursement of \$10,000. However, revenue of \$5,000 was received from the sale of timber removed from the project site. Therefore, the total expenditures of \$20,000 are reduced by \$5,000 to \$15,000. The LWCF reimbursement would then be \$7,500 (50% of \$15,000).

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

4. Billing Format

Payments to Participants are made on an up-to 50% reimbursement basis. **NatureWorks reimbursement is calculated on the lowest cost available or offered to a project sponsor. Discounts not taken, and taxes paid by a project sponsor will be deducted from a reimbursement request.** Items not eligible for NatureWorks reimbursement include the purchase of power tools, extension cords, wheelbarrows, ladders and other such items with usefulness beyond the completion of the NatureWorks project. To obtain reimbursement, the Participant must submit billings for items that have been purchased and installed.

APPENDICES

APPENDIX A	BID INFORMATION SHEET
APPENDIX B	CERTIFICATE OF AUTHORITY (EXAMPLE)
APPENDIX C	CERTIFICATE OF AUTHORITY
APPENDIX D	DONATED LABOR/SERVICES (SKILLED AND UNSKILLED) CHECKLIST
APPENDIX E	IN-KIND LABOR/SERVICES CHECKLIST
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APPENDIX O	BILLING CHECKLIST
APPENDIX P	COVENANT B JANUARY 27, 1972 EXECUTIVE ORDER (For Construction Contracts)
APPENDIX Q	COPELAND ANTI-KICK BACK (For Construction Contracts) (Title 18, U.S.C., Section 874)
APPENDIX R	CLEAN AIR ACT (For Contracts Exceeding \$100,000)

APPENDIX A
BID INFORMATION SHEET

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

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

Copy of the bid tabulation.

Copy of the low bid proposal.

Copy of the signed contract.

Certificate of Authority (**Appendix C**) 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, (614) 265-6646.

Contact our office if:

*The low bid is not chosen.

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

APPENDIX B

CERTIFICATE OF AUTHORITY (EXAMPLE)

LWCF Project Number (39-00000)

I, (LEGAL COUNSEL'S NAME) do hereby certify that I am the principal legal officer of (PARTICIPANT NAME) and that (PARTICIPANT NAME) is a legally constituted public body with full authority and legal capability to perform all obligations and terms of the proposed LWCF assisted recreation improvement contract with (CONTRACTOR'S NAME THAT WAS AWARDED), for the bid amount of \$ (TOTAL DOLLAR AMOUNT OF AWARDED BID).

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 (PARTICIPANT NAME) in the award of the above LWCF assisted recreation improvement contract.

In witness whereof, I have made and executed this Certificate of Authority this _____ day of _____, 20__.

By: (LEGAL COUNSEL'S NAME)

Legal Counsel for (PARTICIPANT'S NAME)

APPENDIX C

CERTIFICATE OF AUTHORITY

LWCF Project Number _____

I, _____ do hereby certify that I am the principal legal officer of _____ and that _____ is a legally constituted public body with full authority and legal capability to perform all obligations and terms of the proposed LWCF assisted recreation improvement contract with _____, for the bid 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 LWCF assisted recreation improvement contract.

In witness whereof, I have made and executed this Certificate of Authority this _____ day of _____, 20__.

By: _____

Legal Counsel for _____

APPENDIX D

DONATED LABOR/SERVICES (SKILLED AND UNSKILLED) CHECKLIST

A. Documentation of Skill and Pay Rate (Skilled Labor Only)

1. The proposed donor must provide a letter on his or her employer's letterhead that lists the donor's name, title, and rate of pay.
2. If the proposed donor is self-employed, the donor shall provide his or her rate of pay for the work to be donated. If the donor is unemployed at the time or retired, the sponsor should contact us.

*** This documentation should be provided with the individual's first timesheet and is only required once. It is not required with each timesheet**

**** Donors that do not regularly assign their cost of doing business on an hourly basis may provide a quote of what the task regularly costs. The Department reserves the right to require additional information prior approval.**

*****If the donor that is providing the skilled labor is not currently employed, the Participant should contact the Department in order to determine a rate and the required documentation needed.**

B. Documentation of Hours and Work Performed (Skilled and Unskilled)

1. The Participant is responsible for completing the timesheet (utilize **Appendix H**).
2. When completing the timesheet there is a row for the date, hours, and services performed.
3. The associated work performed during the hours work should be detailed (i.e. developed plans for restroom, completed sink installation, removed trash, etc.)
4. The Participant's authorized representative must provide their signature and date in the box provided in the lower left of the timesheet.

C. NatureWorks In-Kind and Donated Labor Form (Skilled and Unskilled) (**Appendix G**)

This form should accompany any timesheets submitted to the Department for credit towards the required 50% match.

APPENDIX E

IN-KIND LABOR/SERVICES CHECKLIST

A. Documentation of Title and Pay Rate

1. The Participant must provide a letter identifying the employees that will be providing in-kind services on the Participant's letterhead that lists each employee's name, title, and rate of pay.
2. The Participant is allowed to receive in-kind services from individuals that are not employees, but regularly provide services to the Participant (e.g. the Participant is a township but receives a service from the county engineer). The Participant must provide a letter on the individual's employer's letterhead listing the individual's name, title, and rate of pay.

*** This documentation is only required once. It is not required with each submission.**

B. Documentation of Hours and Work Performed

1. The Participant is required to notify the Department in writing of how it handles timekeeping (i.e. sign-in sheets, timecards, combination of both, etc.).
2. **(Employees of the Participant Only)** The Participant is responsible for providing copies of the timesheets of the individuals for the days in-kind labor/services was provided. Each employee's timesheet should clearly differentiate the hours worked on the NatureWorks project vs. other Participant business.
3. The Participant is responsible for providing a summary sheet on the Participant's letterhead **for each employee** that identify the days, hours, and work performed each of those days. The summary should conclude with a total of the hours being submitted for that employee multiplied times the rate of pay and lists a total of eligible costs. **NOTE – The Participant is required to obtain a summary from the employers of individuals providing in-kind services that are not Participant employees. The summary should be on the employer's letterhead.**

C. NatureWorks In-Kind and Donated Labor Form (Skilled and Unskilled) (Appendix G)

This form should accompany the documentation submitted to the Department for credit towards the required 50% match.

APPENDIX F
LWCF
IN-KIND AND DONATED LABOR/SERVICES FORM
INSTRUCTIONS

One copy of the LWCF In-Kind and Donated Labor/Services Form must be completed with each submission of in-kind and/or donated labor. Instructions for the completion of the form are as follows:

- 1-3. Self-explanatory.
4. If more than one labor/services form is used, mark each consecutively and note the total number of pages. *For example: Page 3 of 5.*
5. This name should be of the person that we can speak to if there are any questions or discrepancies related to the labor form submission.
6. Contact person's phone number.
7. Self-explanatory.
8. Total hours the individual contributed to the project in this submission. The accompanying timesheets or timecards should clearly show the hours the individual was working on the project. NOTE – Lunch hours must be deducted from the total hours provided regardless if the Participant pays for employees' lunch hours.
9. Individuals can be paid at their regular employment pay rate **only** if they are working in the same capacity on the project as their regular employment. All other individuals will be paid at the unskilled labor rate of \$12.00 per hour.
10. Multiply the figure in item #8 times #9 and indicate the amount here.
11. List down the month and dates work was performed for each individual. If the dates exceed the area provided, please utilize the next row.
12. The work performed by in-kind providers for the dates should be listed in this section. If the work provided exceeds the area provided, please utilize the next row. Work performed by donors does not require any entry.
13. Multiply the figure in item #12 times 50% and indicate the amount here.
14. The authorized sponsor grantee official must certify to the accuracy of the reimbursement request.
15. Fill in the current date.

**APPENDIX H
LWCF
DONATED LABOR TIMESHEET**

Project Information	
Name of Project:	_____
Project Number:	_____
Sponsor:	_____

Volunteer Information		
Name: _____		
Skilled Labor/Non skilled Please circle	Yes	No

Date	Time In	Time Out	Lunch	Total Hrs	Services Performed
Total Donated Hours					

* Please deduct the lunch hours when calculating Total Hours Worked

I certify that I provided the volunteer service hours described above and that I am 18 years or older

Signature of Volunteer _____

For Office use Only Approved Authorized Official
--

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APPENDIX I

DONATED MATERIALS AND EQUIPMENT (IN-KIND OR DONATED) USAGE CHECKLIST

PARTICIPANTS EXPECTING TO RECEIVE DONATED MATERIALS OR EQUIPMENT USAGE ARE RECOMMENDED TO CONTACT OUR OFFICE TO DETERMINE IF IT ELIGIBLE FOR CREDIT

1. The Participant must provide a letter or invoice from the donating vendor listing the items being donated, the number of items, and the regular cost of each of the materials. If equipment usage is being donated the donating vendor's letter or invoice should list an exact description of the equipment, the number of hours or days donated, and the regular cost per hour or day of the equipment. Donated materials must come from a vendor that regularly sells the materials and has an assigned rate to the materials.
2. If the donating vendor is giving a "discount" on the regular price of the materials or equipment usage, the letter or invoice must state the regular cost of the items or equipment usage and the amount that is being charged to the Participant.
3. Letters of donation should not be submitted to the Department until the materials or equipment has been used in the LWCF project scope. (e.g. a donation of shingles should not be submitted as a donation until the shingles have been installed)
4. If potential equipment usage is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. If the equipment is heavy duty, the Participant must review the Ohio Department of Transportation's (ODOT) equipment standard rates list. If the equipment is found on the list, the ODOT rate will be the one considered. The ODOT standard rates list is located on the same web page as this procedural guide.
5. We understand that there are many types of power tools and equipment that are not considered "heavy duty" that may be required and are not listed on the ODOT equipment standard rates list. If potential power tools and equipment is being donated from a non-vendor and/or through in-kind donation, a rate must be determined. The Participant must be able to provide a rental rate utilized by a local vendor for that same piece of equipment. If a rental rate cannot be obtained, the item will not be considered for donation. **The Department reserves the right to request additional documentation, reduce, or deny donated and/or in-kind equipment in which a rate cannot be established.**
6. Once the donation material and/or equipment usage has been utilized, the Participant must submit a summary sheet on its letterhead. The summary should list the donating vendor, the donated items, the number of the donated items utilized, per unit cost of the item, the total donation value for each item, and what project item was the donated item used for. For equipment, the

following should be listed: donating vendor, equipment donated, the number of hours or days that were utilized, the rental rate, and what the equipment was used for in the project. **NOTE – Refer to an example of a summary in the Appendix**

APPENDIX J

DONATED MATERIALS AND EQUIPMENT SUMMARY (EXAMPLE)

CITY OF ANYWHERE
NATUREWORKS PROJECT NO. ADAM-000
12345

123 MAIN STREET
ANYWHERE OH

MATERIALS DONATED

DONOR AMT	ITEM	NUMBER	COST PER ITEM	DONATION
ABC BUILDER	2x4 WOOD	6	\$7.00	\$42.00
TXY SUPPLIES	XX SHINGLES	1 BOX	\$100.00	\$100.00
<u>TOTAL MATERIALS DONATION</u>				<u>\$142.00</u>

NOTE – 2x4 WOOD USED FOR SHELTER FRAMING. SHINGLES USED FOR SHELTER ROOF

EQUIPMENT USAGE DONATED

DONOR AMT	ITEM	HOURS DAYS	RATE	DONATION
ACTION RENTAL	GAS POST HOLE DIGGER	1 DAY	\$40.00	\$40.00
<u>TOTAL EQUIPMENT USAGE</u>				<u>\$40.00</u>

NOTE – POST HOLE DIGGER USED FOR FENCE POSTS AROUND THE BALLFIELD

TOTAL MATERIALS AND EQUIPMENT USAGE DONATION \$182.00

I certify that all donated materials and equipment usage claimed for reimbursement were used solely for public recreation improvements developed with fund assistance from Ohio's NatureWorks Local Recreation Grants Program.

Signed, Authorized Grantee Official

Date

APPENDIX K

NOTICE OF GRANT AGREEMENT EXAMPLE

Troy Township is the owner of a parcel of land located in Troy Township, Ashland County, Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The owner, Troy Township, acquired the Property by a deed recorded in Vol. _____, Page ____ of the deed records of the Office of the Ashland County Recorder.

Troy Township has received NatureWorks funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The NatureWorks project number is ASHL-019. The NatureWorks grant program was established in accordance to House Bill 790 in 1994 and continued with House Bill 215 in 1997. A copy of the NatureWorks project agreement is kept at the township office at 123 Main Street, Anywhere OH 11111.

Troy Township hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be perpetually operated and maintained solely for public recreation or natural resource purposes. The Property cannot be converted in use or title without the prior approval of the Director of the Ohio Department of Natural Resources.

This Notice shall be recorded by the owner in the Office of the Ashland County Recorder and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof.

In testimony whereof Denny Edwards has caused this Notice to be executed this 28 day of June, 2011.

Authorized Official

STATE OF OHIO

COUNTY _____, ^{ss}

Before me a notary public in and for said County and State personally appeared the above named authorized official, who acknowledge that he being there onto duly authorized, did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at _____, Ohio, this day of _____, 20 .

NOTICE OF GRANT AGREEMENT

_____ is the owner of a parcel of land located in _____ Township, _____ County, Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The owner, _____, acquired the Property by a deed recorded in Vol. _____, Page ____ of the deed records of the Office of the _____ County Recorder.

_____ has received NatureWorks funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The NatureWorks project number is _____. The NatureWorks grant program was established in accordance to House Bill 790 in 1994 and continued with House Bill 215 in 1997. A copy of the NatureWorks project agreement is kept at the _____ office at _____.

_____ hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be perpetually operated and maintained solely for public recreation or natural resource purposes. The Property cannot be converted in use or title without the prior approval of the Director of the Ohio Department of Natural Resources.

This Notice shall be recorded by the owner in the Office of the _____ County Recorder and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof.

In testimony whereof _____ has caused this Notice to be executed this ____ day of _____, 20__.

Authorized Official

STATE OF OHIO

COUNTY _____, ss

Before me a notary public in and for said County and State personally appeared the above named authorized official, who acknowledge that he being there onto duly authorized, did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at _____, Ohio, this day of _____, 20__.

Notary
My Commission Expires:

APPENDIX M

PERFORMANCE REPORT INSTRUCTIONS

A. REQUIREMENTS

A Performance Report must be submitted with each billing in order to receive reimbursement. A Final Performance Report must be submitted when a project is completed, prematurely terminated, or project assistance is terminated, and will include a final accounting of all expenditures and a description of all work accomplished.

Each Performance Report should summarize all expenditures being requested for reimbursement and must account for the entire project. Be sure to include quantities and types of items. **The Performance Report must also include the certification on the bottom of the Performance Report Example.**

Do not list such items as "overhead", "profit", or "miscellaneous". These types of expenditures cannot be reimbursed.

B. INSTRUCTIONS FOR COMPLETION OF PERFORMANCE REPORT

A Performance Report must be prepared for each billing. Each Performance Report must refer to each project related item by letter. **The associated invoices and checks for each project related item should be "binder clipped" together and the letter related to the project item should be at the top right corner of each document.**

The Performance Report will identify the project items that have been completed, the percentage of completion of project items partially completed, and the project items that have yet to commence. **The Performance Report should list the number of items purchased/constructed and details of the development (i.e. 5 picnic tables, 10 linear feet of walking path).**

At the bottom of the Performance Report the following items should be listed: total expenses of the project, total expenses claimed for the particular Performance Report, and the 75% reimbursement amount. NOTE – If the Participant does not have enough grant funding remaining to reimburse 75%, the remaining grant amount should be listed. **If all forms and documents are acceptable, the Participant can usually expect reimbursement within 30 days.**

DO NOT use a contractor's request for payment in lieu of a Performance Report. Use contractor invoices to aid you in preparing the Performance Report. If you have any questions concerning the preparation of a Performance Report, contact the Department at (614) 265-6646.

IMPORTANT - REIMBURSEMENTS THAT ARE NOT COMPLETE WILL BE RETURNED TO THE PARTICIPANT. THE DEPARTMENT SUGGESTS THAT PARTICIPANTS CONTACT OUR OFFICE WITH ANY QUESTIONS.

C. ADDITIONAL ITEMS NEEDED FOR THE FINAL PERFORMANCE REPORT

The **Final Performance Report** must also include the following items:

1. A copy of the recorded Notice of Grant Agreement, including Exhibit (Appendix L) filed at the county courthouse.
2. "As-built" site plan of the project area reflecting existing elements, newly developed elements, and location of the NatureWorks sign.
3. Pictures of the completed project elements and of the LWCF sign

** Digital pictures are strongly encouraged. Digital pictures should be provided via e-mail at dameyon.shiple@dnr.state.oh.us. The subject line must list the Participant's name and project number.

4. Copies of final building inspections (if applicable)

Final reimbursement will not be made until we have received these items.

APPENDIX N

PERFORMANCE REPORT EXAMPLE

PERFORMANCE REPORT NO. 3

Sponsor Name

LWCF Project No. 39-00000

"Cook Park"

	REPT #3	TOTAL PRIOR TO REPT #3
The following facilities have been completed:		
A. One picnic shelter	\$ 0	\$10,000
B. 15 picnic tables, 8 grills	\$ 2,500	\$ 2,500
C. One fenced ballfield	\$ 18,000	\$ 0
The following facilities have been partially completed:		
D. Restroom (10% completed)	\$ 5,000	\$10,000
E. Walking path (10% completed)	\$ 5,000	\$ 5,000
The following facilities have not commenced at this time:		
Play equipment		
TOTAL SPENT <u>PRIOR</u> TO PERFORMANCE REPORT #3		\$27,500
TOTAL REIMBURSEMENTS TO DATE		\$13,750
TOTAL PERFORMANCE REPORT #3 EXPENSES	\$30,500	
REQUEST FOR 50% REIMBURSEMENT	\$15,250	

As a duly authorized representative for the grantee, I hereby certify that the expenses represented and the accompanying documents are true and accurate. I also certify that all expenses represented have not been applied to any other grants and are applicable to only the LWCF grant.

Signed, Authorized Grantee Official Date

APPENDIX O

BILLING CHECKLIST

A. Invoices and Checks

1. Copies of Participant checks and the associated invoices must be submitted at the time reimbursement is requested.
2. Invoices submitted must clearly identify vendor, identify the item/service, date the item/service was purchased/provided, and purchase price. If the item or service description is “vague” the Participant is responsible for providing a better description of the item/service on the invoice.
3. No sales tax should be included on the invoice. If it is included the tax should be crossed off and not included in the reimbursement calculation.
4. Copies of the front of the checks are acceptable. The check amount should match the invoices submitted. If the check includes additional items not related to the project, the Participant is responsible for clearly defining the amount applicable on the front of the check.

B. Plans and Specifications

Refer to Section II, B of the Procedural Guide for plans and specification requirements

C. Bid Documents

1. If competitive bidding does apply to the project, be sure to review **APPENDIX A - Bid Information Sheet** for required documents. These documents should be provided to our office as soon as completed
2. Participants are required to provide a letter from their legal counsel in cases where the cost of an item is \$25,000 or more; or the total contracts/purchase orders to construct an item is \$25,000 or more and competitive bidding is not conducted to explain why competitive bidding is not required.

D. Donated and In-Kind Labor Services

Refer to the **APPENDIX D - Donated Labor/Services (Skilled and Unskilled) Checklist** and/or **APPENDIX E - In-Kind Labor/Services Checklist**

E. Donated Material and Equipment

Refer to **APPENDIX I - Donated Material and Equipment Checklist**

F. Performance Report

Refer to the **APPENDIX M - Performance Report Instructions** and
APPENDIX N – Performance Report Example

APPENDIX P
COVENANT B OF THE JANUARY 27, 1972
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER
OF THE GOVERNOR OF OHIO

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, national origin, ancestry, or sex. 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, national origin, ancestry, or sex. 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, national origin, ancestry, or sex.
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 Equal Employment Opportunity (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 that 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 listed 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 Opportunity 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.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNORS EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

APPENDIX Q

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.

APPENDIX R

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 any facility to be 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 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;
- d. 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;
- e. 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;
- f. That it will include the provisions of paragraphs "a" through "g" 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;
- g. 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.