

# **Coastal Management Assistance Grants**

**Subrecipient Guidebook** 



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## SECTION 1 GENERAL PROJECT INFORMATION

#### A. INTRODUCTION

This Subrecipient Guide is designed to assist you, the Applicant/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 <u>all</u> Coastal grant projects. Section II contains specific guidelines for construction projects only.

Recognizing the uniqueness of each project, you may have specific questions that are not answered in this guide. If so, please contact the Office of Coastal Management at:

coastal.grants@dnr.ohio.gov

(419) 626-7980

#### B. **DEFINITIONS**

- 1. The term "ODNR" used herein means the Ohio Department of Natural Resources, Office of Coastal Management.
- 2. The term "Project" as used herein means those activities designated as a single project in Subrecipient's application.
- 3. The term "Project Agreement" as used herein means the agreement between ODNR and Subrecipient whereby ODNR will award federal pass-through funds for the Project, and Subrecipient will agree to certain obligations, including the commitment of matching funds, if applicable.
- 4. The term "Subrecipient" means the local governmental or other entity that is a party to the Project Agreement.

#### C. PROGRAM ADMINISTRATION

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

#### D. RESPONSIBILITY FOR PROJECT COMPLETION

<u>State and Local Responsibilities Defined</u>. Subrecipient is legally responsible to complete the Project. Once reimbursement is accepted, Subrecipient shall implement all steps as appropriate to ensure that the Project is satisfactorily completed. Requests to prematurely terminate the Project must be accompanied by a full explanation of the need to terminate and the proposed disposition of the incomplete Project.

Under the terms of the Project Agreement, it is the responsibility of Subrecipient to follow the guidelines and rules as established by ODNR and NOAA. 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 term of the Project if ODNR determines that Subrecipient has failed to comply with the Project Agreement. Subrecipient will be promptly notified in writing of such findings and given the reasons for the actions.

1. <u>Project Period</u>. The term of the Project begins on the date specified in the Project Agreement and terminates at the end of the specified term of the Project unless the Project is completed or

terminated sooner, in which event the Project ends on the date of completion or termination.

- 2. <u>Project Start</u>. Subrecipient will cause work on the Project to be commenced within a reasonable time after the grant agreement has been fully executed by ODNR and the Subrecipient and will ensure that the Project is prosecuted to completion with reasonable diligence.
- 3. <u>Satisfactory Progress</u>. Subrecipient is responsible to ensure that the Project is carried through with reasonable promptness to a stage of completion acceptable to ODNR. Failure to maintain satisfactory progress or failure to complete the Project to the satisfaction of ODNR may be cause for termination or cause for the withholding of further payments on any of Subrecipient's other existing projects. Consideration of new projects may also be delayed until requirements of the Project are satisfactorily met.
- 4. Entity Registration in SAM. Registration in the federal System for Award Management (SAM), which may be accessed online at <a href="www.sam.gov">www.sam.gov</a> is a requirement to receive federal grant funds through the Coastal Management Grant Program. Please be aware that SAM.gov no longer uses the DUNS #s and has assigned their own Unique Entity Identifier # (UEI). Please search SAM.gov for your registration. Once registered in SAM, entities must renew and revalidate their SAM registration at least every 12 months from the date previously registered and keep their registration active for the duration of the project period. Entities are required to revalidate their registration as often as needed to ensure that their information is up to date.
- 5. <u>Entity registration into the Ohio Shared Services portal</u>. Before any draw (reimbursement) can be processed, submit your entity's information into the Ohio Share Services (OSS) portal. You will need to provide us with your State of Ohio Supplier ID information for us to make payment to you.
  - a. Please provide your State of Ohio Supplier ID. If you are unsure, and need to verify you have a Supplier ID, use the link: Supplier Login (ohio.gov) and search for your name. You may find several entries, so verify that your specific office/division is listed, with the correct remit to address, and payment information (either a check or EFT). We will need to verify this in our accounting system (OAKS) before we can enter a Purchase Order and pay any invoices.
  - b. If your community/organization is not currently set up as a State of Ohio Supplier, you must do so via the State of Ohio (Ohio Shared Services, OSS) Supplier Portal at: <a href="Supplier Login">Supplier Login</a> (ohio.gov). PLEASE ENTER THE "REMIT TO" ADDRESS IN THIS SYSTEM.
- 6. Changes to an Approved Project.
  - a. <u>Scope</u>: The scope of the Project is defined in the Project Agreement. The Project Agreement specifies the type and extent of the Project or the acreage to be acquired.

Requests for changes to an approved Project must:

- 1. be made in writing to ODNR, contain a detailed explanation, and be submitted no less than <u>60 days</u> before the Project Agreement termination date.
- 2. The request should include appropriate maps, cost estimates, etc., to accurately reflect the proposed change.
- 3. Any changes to the Project must be approved in advance.
- b. <u>Extension</u>: If ODNR determines that it is feasible and circumstances warrant, a Project can be extended. At typical total project length is 18 months. A written request must be submitted no

less than <u>60 days</u> before the Project Agreement termination date. (See Appendix A for an extension request form letter)

#### E. PROJECT EXECUTION

#### 1. Contracts/Purchasing.

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 Uniform Grant Guidance 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." An electronic copy may be obtained at <a href="https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1">https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1</a>.

- a. If you are a state agency (2 CFR § 200.317), follow the State of Ohio procurement procedures and include any clauses required by federal statutes and regulations.
- b. If your organization is not a state agency (i.e., a state university, local government, nonprofit, etc.), follow 2 CFR § 200.318 through 2 CFR § 200.327:
  - i. Ensure that your organization has written procurement standards for federal grants that include conflict of interest statements as described in 2 CFR § 200.318 (c)(1).
  - ii. When using federal grant funds, non-federal entities that are not state agencies must use their own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards described below and identified in 2 CFR § 200.318 through 2 CFR § 200.327.

#### iii. Contract/Purchasing Principles.

- 1. Do not restrict competition. Specifically, do not
  - a. place unreasonable requirements on prospective offerors or bidders in order to qualify for competition;
  - b. require unnecessary experience or excessive bonding;
  - c. permit noncompetitive pricing practices between companies;
  - d. award noncompetitive contracts to consultants on "retainer" contracts;
  - e. permit conflicts of interest in contract awards or administration;
  - f. specify brand names without permitting equal products (and describing the performance requirements that must be met for a product to qualify as an "equal");
  - g. act arbitrarily in awarding contracts;
  - h. permit contractors that have developed or drafted specifications, requirements, statements of work, and invitations for bids or requests for proposals to compete for such procurements;
  - i. award based on local geographic preferences.
- 2. A non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and surplus area firms are used when possible.

#### iv. Contract/Purchasing Methods.

There are five procurement methods available:

1. Purchases under \$10,000 (the micro-purchase threshold) for the purchase of services or supplies for which the aggregate dollar amount does not exceed \$10,000 may be made without bids so long as the item purchased is competitively and reasonably priced for

- your needs. Be sure to document how you concluded the item was competitively and reasonably priced.
- 2. Purchases over \$10,000 and under \$250,000 (the simplified acquisition threshold [SAT]) are small purchases for procuring services (other than construction), supplies, or equipment and the vendor must be selected through some form of competition such as quotes from a reasonable number of vendors or internet research. Be sure to document the competitive selection process and how you selected the purchased item.
- 3. Sealed bidding (formal/public advertising) must be used for all construction contracts (regardless of cost) and for all other contracts costing \$250,000 or more when (1) a complete, adequate, and realistic specification is available, (2) there are two or more responsible bidders available, and (3) the procurement lends itself to a contract award based on price. See Appendix G for a list of required audit material that must be submitted for all Coastal Management Grant assisted purchases and/or contracts exceeding \$250,000.00.
- 4. Competitive proposals are used for procurements costing \$250,000 or more when "conditions are not appropriate for the use of sealed bids," and for qualifications-based procurement of architectural or engineering services. See Appendix G for a list of required audit material that must be submitted for all Coastal Management Grant assisted purchases and/or contracts exceeding \$250,000.
- Procurement by non-competitive proposals (sole source contracting) is the solicitation of a proposal from only one source and may only be used if the item or service is available only from a single source and only with <u>prior</u> approval from ODNR.
- c. <u>Contract Provisions</u>. Subrecipient must include the following provision and those provisions listed in the Project Agreement Exhibit E in all contracts, as applicable:
  - Contracts awarded by Subrecipient must include a provision to the effect that ODNR, 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 an audit, examination, excerpts, and transcriptions.
- d. <u>Acceptance of Contracted Work</u>. Subrecipient has full responsibility for determining if the contracted work is satisfactorily completed.

#### e. <u>Documentation</u>.

- i. For projects where most of the grant funds are for the services of a consultant/subcontractor, Subrecipient will provide ODNR with:
  - 1. a written description of the process used to select the consultant; and
  - 2. a copy of the contract for the consultant's services, including an itemized budget for review.
- ii. Subrecipients must keep records that show:
  - 1. why you chose a specific procurement method;
  - 2. the basis for your award (why did you choose the contractor or vendor you chose? Why did you reject the others?);
  - 3. the basis for the contract price; and
  - 4. any other significant decisions that were part of the procurement process.

- 2. <u>Review of Drafts.</u> All draft plans, studies, reports, websites, publications, etc. must be submitted to ODNR for review prior to finalization, to ensure that they adequately acknowledge the funding source and satisfy the approved Project scope.
  - It is not the purpose or desired effect of this review to delay or restrict the publication of scientific and technical information arising during or resulting from this work and/or the normal academic progress with respect to preparation and submission of a graduate thesis or dissertation.
- 3. <u>Review of Audio/Visual Production Plans and Final.</u> ODNR must review and approve any Audio/Visual products prior to finalization and distribution.
- 4. <u>Public Meetings.</u> Subrecipient must notify ODNR at least one week in advance of public meetings related to the Project.
- 5. <u>Completion and Compliance.</u> Subrecipient must complete the work in accordance with approved plans and specifications, and comply with all applicable federal, state, and local laws and regulations.
- 6. 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 the Project, Subrecipient must include the following acknowledgement:

"Financial assistance was provided under award [see project Agreement for your federal award #, ex. NA24NOS41900XX 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:

The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites/webpages, that are supported in whole or in part by this grant or any subawards must acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration as follows:

"This [report/video/Internet site/etc.] was prepared by [Subrecipient name] using federal funds under award [see project Agreement for your federal award #, ex. NA24NOS41900XX] 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, U.S. Department of Commerce, Ohio Department of Natural Resources, or the Office of Coastal Management."

- 7. <u>Program Income.</u> Subrecipient must report to ODNR any income received resulting from grant-supported activities, to assure that disposition is according to federal requirements.
- 8. <u>Examination of Records.</u> Any books, documents, papers and records of Subrecipient that are pertinent to the financial assistance received under this program must be kept separately and 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 a period of three years from the date of submission of the final expenditure report.

#### F. GENERAL COMPLIANCE

- Single Audit Requirement. Subrecipient is responsible for being familiar with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and the federal Uniform Grant Guidance 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as it relates to audits. The Uniform Grant Guidance supersedes the Office of Management and Budget Circular A-133, revision, "Audits of States, Local Governments, and Non-Profit Organization." Under 2 CFR Part 200, audited agencies must submit a copy of any single audit report that covers all or a portion of the project period to the Department's Office of Coastal Management.
- 2. Geospatial Data/GIS. For any project that involves the collection or production of geospatial data (e.g., GIS data layer), Subrecipient shall 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, 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 ODNR. The standard can be found at <a href="http://www.fgdc.gov/metadata/csdgm/">http://www.fgdc.gov/metadata/csdgm/</a>.

#### G. GRANT ACCOUNTING, DRAW REQUESTS AND PERFORMANCE REPORTS

#### 1. Grant Accounting

- a. <u>Financial Responsibility</u>. Subrecipient is responsible for the financial management of the Project.
- b. <u>Accounting System</u>. Subrecipient must use an accounting system that complies with "generally accepted accounting principles." Subrecipient must 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 ODNR's 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.

c. Federal Office of Management and Budget (OMB) Uniform Grant Guidance 2 CFR Part 200. (Refer to Exhibit C attached to the Original Agreement for guidance references). Uniform guidance has been codified in 2 CFR Part 200, superseding the "requirements from OMB Circulars A-21, A-87, A-110 and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215 and 230); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up."

Subrecipient 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 Uniform Grant Guidance 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." An electronic copy for review may be obtained through the website.

d. <u>Audit Information</u>. For audit purposes, an audit trail of supporting documents that account for grant expenditures, whether paid from Coastal Management grant funds or from Subrecipient's matching funds, such as equipment records, receipts, invoices, purchase orders, personnel time sheets, logs etc. must be retained for a period of three years from the date of submission of the final expenditure report.

Subrecipient is responsible for being familiar with federal Uniform Grant Guidance 2 CFR Part 200 and its requirements related to audits. This guidance is available through the OMB website listed above. Agencies audited under these requirements must submit a copy of any single audit report that covers all or a portion of the Project period to ODNR's Office of Coastal Management.

Subrecipient should refer to its Project Agreement for the Project start and end dates and federal subaward data.

#### 2. Reporting

- a. <u>Subrecipient User Profile for submitting reports through the Salesforce Portal</u>. Subrecipient authorized agent (project manager) will use an online submission portal through Salesforce to complete and submit all performance reports and draw requests. Subrecipient will receive an automated email from Salesforce to set up a user profile. Please see the *"Grant Subrecipient User Guide for Online Performance Reports and Draw Requests"* (after page 37 of this *Guidebook*) for instructions. If the Subrecipient's project manager will be submitting both performance reports and draw requests, that person's user ID will allow completion of both documents. If one person is submitting the performance reports and another person is submitting the draw requests, that 2<sup>nd</sup> person must also create a user profile in the Salesforce portal.
- b. <u>Performance Report Requirements</u>. 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 the Project. Subrecipient will receive an automated email the 15<sup>th</sup> day of the last month of that reporting period, i.e., for July –September, the email will be sent September 15, as a reminder that the deadline is approaching. Until the report has been submitted, Salesforce will automatically send out additional reminders prior to and after the due date. Once the performance report is submitted, the Subrecipient will then have access to the draw request.

Quarterly Performance Reports and Draw Requests are due:

October 15<sup>th</sup> for July 1-September 30 January 15<sup>th</sup> for October 1-December 31 April 15<sup>th</sup> for January 1-March 31 July 15<sup>th</sup> for April 1-June 30

- c. <u>Draw Request Submission</u>. After Subrecipient authorized agent has submitted the performance report, access to the draw request will be available. Access to the draw request will be unavailable until the performance report has been submitted.
- d. <u>Draw Request Checklist</u>. One copy of each of the following documents is <u>required</u> when requesting draw:

   \_\_\_\_Complete the draw request through the Salesforce portal and add electronic signature\*
   \_\_\_\_Supporting form or as follows: "/s/ First and Last Name of authorized Signatory".
   \_\_\_\_Supporting documentation is required and should be attached for each draw request, preferably an accounting report showing the vendor, amount charged and proof of payment; also accepted are invoices with proof of payment, such as a

credit card receipt or a copy of the front and back of the canceled check used to make payments or purchases with the account number redacted/marked out, as all documents submitted become a public record. (Copies of the canceled checks must be retained in Subrecipient's records)

- Electronic signature is accepted by using this format: /s/ First Name, Last Name and submit in PDF form.
- e. <u>Draw Request Format</u>. Categories entered on the Subrecipient project budget are used to create the draw request. Payments will be made upon receipt of a draw request, including supporting documentation. These payments will be a reimbursement of actual expenditures, with the qualification that reimbursement for salaries and fringe benefits must be reasonable and proportionate to activities and accomplishments reported.

Supporting documentation and reimbursement reporting requirements are as follows.

#### i. General

- All time and expenditures to be counted toward the grant for reimbursement or as
  match must occur within the Project period as identified in the Project Agreement. For
  example, services rendered must be completed within the project period or items
  purchased must be in-hand within the project timeline (the invoice can be dated
  thereafter, but all purchases must be completed within the project timeline). Likewise,
  personnel time spent on compiling the final reporting after the Project period has
  ended cannot be counted towards the Project.
- 2. State sales tax on supplies or materials is ineligible for reimbursement.
- 3. **Itemize all supporting documents on a coversheet summary table** by cost category listed on your budget for the Project expenditures in detail and show the exact nature of all expenditures. Do not list any items as "miscellaneous."
- 4. Cross-reference each expenditure with a supporting purchase order, contract, bill, etc. Subrecipient can be reimbursed only if checks and invoices match.
- 5. Maintain adequate records to show that Subrecipient authorized all expenditures charged against the Project.
- 6. Matching funds must be accounted for in the same manner and detail as federally reimbursed funds.

#### ii. Personnel

Payroll records documenting actual time and money spent on the Project to be claimed for reimbursement of actual expenses or match under personnel and/or fringe benefits must accompany all draw requests. Acceptable documentation includes the name of the individuals whose time/salary is being counted towards the Project, hours and dates worked on the Project and the supervisor's signature. As per the Project Agreement, Subrecipient affirms that they will accurately reflect time and effort for each applicable employee who contributed to this project through an accounting system, and/or internal controls, which provide reasonable assurance that the charges are accurate, allowable, and properly allocated among all funding sources, equaling 100% of each employee's salary or wages. The hourly pay rate should be included if it differs from or was not listed in the grant application budget. Accounting system printouts from official payroll recordkeeping or local time sheets are acceptable. Contact your designated ODNR project manager for a final determination of acceptable documentation. If applicable, see Appendix B for a sample time tracking form.

#### iii. Fringe Benefits

Subrecipient should include what the fringe benefits line item includes, e.g., health care,

retirement, unemployment, and worker's compensation benefits, etc. Only actual fringe benefit payments for the Project personnel are allowable under the grant. Payroll records indicating actual money spent on the Project must accompany all draw requests. The fringe rate should be indicated if it differs from or was not listed in the Project Agreement.

#### iv. Volunteer Labor

- 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 the 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.
- 2. No indirect costs may be claimed on volunteer in-kind match.
- 3. 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, a general description of what was done towards accomplishing the Project on each date, and the rate of pay that is being claimed. The sample time tracking form in Appendix B of the Subrecipient Guide or Subrecipient's format may be used as long as the requested information is included. 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 workday event, the date and the number of hours worked, minus any lunch break, will be acceptable.

#### v. Travel

- 1. If your budget includes travel expenses, please provide a copy of your written travel policy, as long as it meets the requirements under 2 CFR 200. If your entity does not have a written travel policy, you must refer to the GSA.gov website and follow the federal guidelines for travel.
- 2. Lodging and subsistence costs incurred by employees and officers for travel will comply with Subrecipient's written travel policy. 2 CFR § 200.475(b). In the absence of an acceptable, written Subrecipient policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)). §200.475(d).
- 3. Costs associated with 'hospitality' activities such as lunches and related refreshments or refreshment supplies for meetings, workshops, conferences, etc. are not eligible grant costs and cannot be used as match.
- 4. Receipts are required for all travel expenses exceeding \$10.00, except mileage or meals. Costs of alcoholic beverages will not be reimbursed or be eligible as match.
- 5. The travel rules must be followed for travel claimed for reimbursement or as match. The same documentation is required for both federal and any match amounts.
- 6. Mileage is paid in lieu of gas receipts. To document mileage, list the name of the traveler, date traveled, purpose of travel, and the number of miles traveled per round trip.
- vi. Equipment (tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more per unit)
  - 1. Only those pieces of equipment that will fully depreciate within the Project timeframe can be acquired for the direct use of implementing the Project and therefore be eligible for reimbursement, unless agreed to in writing by ODNR in cases where the equipment will continue to be used exclusively to benefit the Lake Erie coastal area and resources.
  - 2. Acceptable documentation for the purchase of equipment generally includes a copy of the purchase order, invoice and the check that paid the invoice. If not included on the invoice,

also provide the manufacturer's serial number, model number, or other identification number. Note that only a copy of the front of the check must be provided. The check account number should be marked out/redacted. Subrecipient must retain a copy of the canceled check in their file.

- 3. Additional reporting beyond the project period may be required as per 2 CFR 200.313.
- vii. Supplies/Repair (tangible, expendable personal property having a useful life of less than one year)
  - 1. Provide documentation that identifies what was purchased, the cost and how the cost was paid.
  - 2. Identify all receipts in sufficient detail to show the source of each receipt.
  - 3. 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 Subrecipient's existing inventory and eligible donated materials in excess of what is needed or used on the Project. Final determination of what is eligible for reimbursement rests with ODNR.

To affix a value to donated materials, the donor will provide a statement confirming the donation. The statement must:

- a. include the date of the donation
- b. quantify the donation (i.e. tons, linear feet, cubic yards, etc.)
- c. indicate a unit and a total value
- d. include the donor's address

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

All material purchases must be made according to the purchasing requirements described in Section E. 1. of this Guide.

#### viii. Contractual

- 1. In those cases where the assistance of a consultant/contractor is required for the Project, the costs may be eligible for grant assistance. Consultants/contractors should be paid by the customary method used by Subrecipient, i.e., per diem salary, fee for services, etc. The "cost-plus-a-percentage" method of contracting must not be used.
- 2. Consultant fees paid to any federal, state, or Subrecipient's employee are not eligible for reimbursement unless such payment is specifically agreed to by ODNR.
- 3. Acceptable documentation generally includes a report from Subrecipient's accounting system showing the name of the vendor, charges and a copy of the redacted cancelled check used to pay for the associated service. Note that a copy of the front and back of the cancelled check must be provided.

#### ix. Other

The required documentation will depend upon what is being purchased. If you are unsure what documentation may be needed, contact your designated project manager at Office of Coastal Management for a determination of acceptable documentation.

#### x. Indirect Costs

- 1. Indirect costs may be claimed if 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.
- 2. If Subrecipient has never obtained a negotiated indirect cost rate from a federal agency, the Subrecipient may elect to charge a de minimis rate of 10% of modified total direct costs if it was approved as part of their Project Agreement.
- 3. Reimbursement of indirect costs is limited to the percentages of personnel and fringe benefits listed in the Project budget table under the federal and non-federal columns in the approved Project Agreement unless indicated otherwise in Subrecipient's approved negotiated indirect cost agreement with the federal government.

Transfer of funds among direct cost categories is permitted when the cumulative amount of such direct cost transfers totals 10 percent or less of the total authorized budget (grant plus match). This transfer authority does not authorize the Subrecipient to place funds in new budget categories or use funds for an unauthorized purpose.

A budget modification request must be submitted and approved prior to the submission of a reimbursement request for a transfer of funds between budget categories where the cumulative transfer amount is greater than 10 percent or for the transfer of funds into a new budget category.

- f. Each draw request and performance report must be signed electronically by actual signature or typing a signature in the format: /s/ First Name Last Name and returned in PDF format.
- g. Once a complete draw request has been submitted, reviewed, and accepted by ODNR, Subrecipient will be notified by email and will be provided with an invoice template. Subrecipient must review the invoice template for accuracy and notify ODNR immediately if any information is not correct. If the invoice template is accurate, Subrecipient will add the current date in acknowledgement of the invoice template accuracy, save the invoice template as the Invoice in an acceptable file format (PDF, TIFF, TXT, JPEG, JPEG2000), and submit the Invoice as an email attachment to the Ohio Office of Budget and Management Shared Services (OBM Shared Services) via <a href="invoices@ohio.gov">invoices@ohio.gov</a>.

Sample Email:

To: OBM Shared Services via invoices@ohio.gov

Subject: Supplier Invoice for Payment

(Attachments must be in one of the acceptable file formats: PDF, TIFF, TXT, JPEG, JPEG2000. Microsoft allows users to save Word/Excel documents as PDFs by changing the "Save As Type" drop-down to "PDF".)

- h. Subrecipient should allow a 21-day review period for reimbursements from the time a complete reimbursement request is submitted and accepted until an Invoice is provided back to Subrecipient by ODNR. Once Subrecipient submits Invoice to OBM Shared Services, Subrecipient can generally expect the Invoice to be processed within 14 days.
- i. For construction projects, draw requests for engineering/design costs will be processed only if a construction contract has been signed or if the Project development work is underway. Subrecipient must provide copy of agreement with contractor as backup.

- j. Final payment of up to 10% (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 costs of the Project.
- k. Subrecipients must adhere to the ratio of grant dollars to match dollars (if any) identified in their Coastal Management Grant Project Agreement when requesting reimbursement.
- I. <u>Information</u>. To have your draw 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 your designated ODNR project manager.
  - a. <u>Final Performance Report</u>. A Final Performance Report must be submitted when the 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.
  - b. <u>Final Reporting at Project Close</u>. Final reporting will be submitted to ODNR no later than 45 days after the completion of the project or 21 days after the period end date as identified in the Project Agreement and amendments thereto.

#### FINAL REPORTING CHECKLIST:

files.

 Draw Request: Complete final draw request for all costs of the Project and expenditures
including any match expenditures.
 Final Project Summary: Complete the Final Project Summary from. This summary is
separate from the Final Performance Report. (See Appendix D for a sample Final Project
Summary form.)
 Final Quarterly Performance Report: Complete as described above.
 Work products/deliverables: If applicable, all final products/deliverables must contain the grant acknowledgment/disclaimer as described above under Project Execution.
For non-construction projects- The submission of one (1) electronic copy of any final

#### For Construction projects-

a) one digital copy each of the completed site design and final engineering drawings; and

reports or documents, either emailed or on CD, as portable document format (.pdf)

- b) ten (10) digital color pictures in high resolution format depicting the work completed under the Project. These photos should include "before" and "after" shots of the project site.
- c) latitude and longitude coordinates or 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 C for the Certification for Donated Materials form.

#### **SECTION II**

#### **CONSTRUCTION PROJECTS**

#### A. INTRODUCTION

A detailed explanation of the sequence of events for the Project is included in the following paragraphs.

<u>General Responsibilities.</u> Responsibilities applicable to <u>all</u> Coastal Management Grant projects are 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 your designated ODNR project manager.

#### B. GRANT ACKNOWLEDGMENT SIGNS

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

Subrecipient is responsible for providing a temporary Coastal Management Grant acknowledgment sign when a construction project is started and then a permanent acknowledgment sign after construction is completed. ODNR may provide digital files for the sign symbols.

<u>Temporary Coastal Management Grant Acknowledgment Sign</u>. The symbols and text shown in Appendix F must be displayed at the entrance or other appropriate on-site location when construction begins. The <u>format</u> may be altered; however, the sign must not be smaller than 3' by 4'. The symbols and text may also be done in a single color.

Permanent Coastal Management Grant Acknowledgment Sign. The symbols and text shown in Appendix F 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 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. ODNR may provide digital files for the sign symbols or a pre-printed permanent sign (if available).

A map showing the location of the Coastal Management Grant acknowledgment sign on the property must be provided as part of the final grant report.

#### C. COMPLIANCE

1. <u>Flood Insurance Requirements.</u> If the Project is located within any FEMA-mapped 100-year flood hazard area, 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 the Project 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, the Project facilities will be designed to minimize the adverse effects of flooding.

2. <u>Historic Preservation</u>. Federal and state agencies, principally the Ohio Historic Preservation Office (OHPO), may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects of the Project on historic and archaeological resources. In consultation with ODNR, Subrecipient will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

Subrecipient <u>must receive OHPO clearance</u> before any work begins.

- 3. <u>Architectural Barriers Act and ADA.</u> Subrecipient shall 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 2010 Americans with Disabilities Act (ADA) standards. Subrecipient will be responsible for ensuring compliance with these standards by its contractors.
- 4. <u>Property Use.</u> Property 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 ODNR becomes aware that: the property has been sold or exchanged; there are title discrepancies or encumbrances that in ODNR's opinion, interfere with the purpose for which these funds were granted; or the property has ceased to be used for the original purposes as approved by ODNR, ODNR 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. ODNR shall consult with the National Oceanic and Atmospheric Administration (NOAA) and 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 ODNR shall be reimbursed to NOAA.

#### D. PLANS AND SPECIFICATIONS/BID PACKAGE

- 1. <u>Written Notification</u>. You will receive written notification from ODNR that the Project Agreement has been approved and signed. The effective date of the Project Agreement is the date specified in the Project Agreement and you may begin preparing plans and specifications at that time.
- Plan Approval. Plans and specifications must be submitted for review and approval <u>before</u> advertising for bids or contractually obligating Subrecipient 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 grant 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 for engineering standards and construction practices. The plans must reflect the items in Subrecipient's grant. Items approved in the plans, but not in Subrecipient's grant, are <u>not</u> eligible for reimbursement.

- 3. <u>Approval to Proceed</u>. Subrecipient should allow up to 45 working days for review of plans and specifications. Subrecipient will be notified in writing once the plans and specifications are approved and will be advised to proceed with advertising for bids.
- 4. <u>State Prevailing Wage</u>. 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, Bureau of Wage and Hour Administration at <a href="http://www.com.ohio.gov/laws/">http://www.com.ohio.gov/laws/</a>.

- 5. <u>Plan Changes</u>. Once ODNR approves Subrecipient's plans and specifications, they should not be changed. It is understandable that some minor changes may be necessary. ODNR must be notified of any planned changes and only approved changes will be eligible for reimbursement.
- 6. <u>Restrictive Bid Documents</u>. Bid documents designed to be so restrictive as to exclude open bidding or failing to provide "or equal" provisions are not acceptable.
- 7. <u>Information to be Given to Bidders Concerning Federal Funds</u>. Subrecipient must inform bidders that federal funds are being used to assist construction and that relevant federal requirements will apply.

The following statement <u>must</u> 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

Competitive open bidding is required for contracts and purchases of \$250,000.00 or more, unless provisions of state law waive this requirement. See Appendix G for a list of required audit material that must be submitted for all Coastal Management Grant assisted purchases and/or contracts exceeding \$250,000.00. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to 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 ODNR. ODNR may require additional documentation from legal counsel for projects that have not been competitively bid.

- 1. <u>Bonding and Insurance</u>. Except for situations described below, bonding and insurance requirements, including fidelity bonds, over and above those normally required by ODNR or Subrecipient, shall not be imposed. For contracts exceeding \$100,000, all of the following requirements must be met:
  - a. A bid guarantee from each bidder is 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.
- 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.

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:
  - i. 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.
  - ii. 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. <u>Contract Provisions</u>. Subrecipient must include the following provisions and those provisions listed in Exhibit E of the Project Agreement in all contracts, as applicable:
  - a. Contracts awarded by Subrecipient shall include a provision to the effect that ODNR, 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.
  - b. All new construction and alteration projects must comply with the 2010 Americans with Disabilities Act standards. These standards can be viewed at <a href="http://www.ada.gov/2010ADAstandards">http://www.ada.gov/2010ADAstandards</a> index.htm.

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

- 4. <u>Change Orders</u>. Subrecipient must issue written change orders for all necessary contract changes. Any change which alters the nature or purpose of the Project must be approved by ODNR. Change orders must be made part of the Project file and kept available for audit purposes.
- 5. <u>Acceptance of the Contract Work</u>. Subrecipient has full responsibility for determining if the contracted work is satisfactorily completed.
- 6. <u>Site Inspections</u>. During the project period, site visits may be made at any time by representatives of ODNR to ensure that the work is progressing in accordance with the Project as approved. After the Project is completed, periodic inspections will be made. These post-completion inspections, in some instances, may be unannounced.
- 7. <u>Safety and Accident Prevention</u>. In the performance of the Project, Subrecipient must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. Subrecipient is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. Subrecipient shall 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. <u>Underground Utility Requirements</u>. 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. <u>Accessibility to the Public</u>. 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 Coastal Management Grant program.

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

Subrecipients receiving complaints alleging contractor and/or subcontractor violation of Equal Employment Opportunity Provisions shall promptly transmit such complaints to ODNR.

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

- a. cancellation, termination, or suspension in whole or in part of the grant amount
- b. refraining from extending any further assistance to Subrecipient until satisfactory assurance of future compliance has been received.
- c. referring the case to the Attorney General for appropriate legal action.
- 11. <u>Permits</u>. Subrecipient must <u>secure all federal</u>, <u>state</u>, <u>and local authorizations</u> needed for the completion of the Project and <u>submit copies</u> of same to ODNR 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.
  - a. <u>U.S. Army Corps of Engineers, Section 404/Section 10 Permits</u>
    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; installation of monitoring devices; backfill and bank excavation, dredging, filling, and depositing dredged material in wetlands and in waterways.
  - b. <u>Ohio Environmental Protection Agency, Section 401 Water Quality Certification and Isolated Wetland</u>
    <u>Permit</u>

As required by Section 401 of the Clean Water Act and Chapter 6111 of the Ohio Revised Code, many in-water projects 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.

#### c. Ohio Department of Natural Resources, Submerged Lands Lease

ODNR administers a Submerged Lands Lease program on behalf of the State of Ohio which owns the soils beneath Lake Erie within the state boundaries as proprietor in trust for the people of the state. Leases are available through the ODNR Office of Coastal Management.

#### d. <u>Ohio Department of Natural Resources, Shore Structure Permit</u>

A permit must be obtained from ODNR through the Office of Coastal Management 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.

#### e. <u>Ohio Department of Natural Resources, Coastal Erosion Area Permit</u>

A permit must be obtained from ODNR through the Office of Coastal Management prior to the construction of certain new buildings, additions greater than or equal to 500 square feet to certain existing buildings and any septic system within a designated Coastal Erosion Area prior to construction.

#### F. ADDITIONAL ACCOUNTING AND REIMBURSEMENT REQUIREMENTS

1. <u>Income Against the Project</u>. Income against the Project is money Subrecipient receives 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 Subrecipient receives during the Project period must be accounted for and disposed of as follows:

It must be added to Subrecipient's locally committed funds for the Project and used to develop components identified in Subrecipient's proposal for the Project. Subrecipient must send ODNR a proposal describing how the income will be used. The proposal is subject to approval by ODNR.

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

- 2. <u>Land Donation</u>. If the Project involves a donation of land, the following additional documents <u>must</u> accompany the request for reimbursement:
  - a. An analytical narrative appraisal prepared by an approved certified general appraiser
  - b. A copy of the recorded deed
  - c. Certificate of Title or Title Insurance
  - d. Statement of Just Compensation
  - e. Waiver of Just Compensation

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

If the Project involves a land donation, ODNR will provide you with the necessary forms.

## G. RESPONSIBILITY AFTER PROJECT COMPLETION FOR THE OPERATION, MAINTENANCE AND USE OF COASTAL MANAGEMENT GRANT ASSISTED AREAS

<u>Operation and Maintenance</u>. Property developed as part of the Project shall be operated and maintained as follows:

1. Retention and Use. The property shall be used for the intended purpose.

- 2. <u>Appearance.</u> The property shall be attractive and inviting to the public.
- 3. <u>Maintenance.</u> Upkeep and repair of structures and improvements shall be adequate.
- 4. <u>Management.</u> Staffing and servicing of facilities shall be adequate to assure public use and enjoyment of the area.
- 5. <u>Availability.</u> The property shall be readily accessible and open to the public during reasonable hours and times of the year.
- 6. <u>Environment.</u> The quality and integrity of the area shall be maintained.
- 7. <u>Signs.</u> The proper Coastal Management Grant acknowledgment sign shall be posted.

#### **APPENDICES**

APPENDIX A EXTENSION REQUEST FORM LETTER

APPENDIX B SAMPLE TIME TRACKING FORM

APPENDIX C CERTIFICATION FOR DONATED MATERIALS

APPENDIX D FINAL PROJECT SUMMARY FORM

APPENDIX E BID PACKET:

**EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS** 

**COPELAND ANTI-KICK BACK** 

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

APPENDIX F COASTAL MANAGEMENT GRANT ACKNOWLEDGMENT SIGN

APPENDIX G PURCHASE/CONTRACT DOCUMENTATION

APPENDIX H SAMPLE COVERSHEET FOR DRAW REQUEST

#### **APPENDIX A**

#### **EXTENSION REQUEST FORM LETTER**

(Date)
(OCM Project Manager) ODNR Office of Coastal Management 1031 Pierce Street, Suite A 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 B

#### SAMPLE TIME TRACKING FORM

**Instructions:** 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 Project, hours and dates worked on the Project <u>and</u> the supervisor's signature. Accounting system printouts from official payroll recordkeeping or local time sheets are acceptable. If these options do not capture the required information, the following time tracking form can be used to document personnel time/effort to be reimbursed with the grant and/or claimed as matching funds.

To use this form, record the number of hours (or level of effort expressed as a percentage) spent on the grant tasks on the time tracking form. The form should be filed with your grant records and then submitted with the reimbursement request. The form can be varied for weekly or monthly inputs. Grant task identifier is a project name or number that identifies either the entire grant project or main task components of the grant project. The example below shows time allocated as hours.

Employee:	Position:	
Pay Period Beginning:	Ending:	
Supervisor Signature:	Date:	

Day of			Grant Project- Time	е	TOTAL
Week	Date	Grant task identifier: CZ16A	Grant task identifier: CZ16A	Grant task identifier:	
		306-16 Data	306-16 Feasibility		
N 4	050445	Collection	Report		
Mon	050415	4.0 hr	2.0 hr		6.0 hr
Tue	050515	4.0 hr	2.0 hr		6.0 hr
Wed	050615	4.0 hr	2.0 hr		6.0 hr
Thu	050715	4.0 hr	2.0 hr		6.0 hr
Fri	050815	4.0 hr	2.0 hr		6.0 hr
Sat	050915				
Sun	051015				
Mon	051115	4.0 hr	2.0 hr		6.0 hr
Tue	051215	4.0 hr	3.2 hr		7.2 hr
Wed	051315	4.0 hr	3.2 hr		7.2 hr
Thu	051415	4.0 hr	3.2 hr		7.2 hr
Fri	051515	4.0 hr	2.4 hr		6.4 hr
Sat	051615				
Sun	051715				
TOTAL		40 hr	24 hr		64 hr

Blank worksheet, next page.

#### **TIME TRACKING FORM**

Employe	e:		Position:			
Pay Perio	od Beginning:	E	nding:			
Superviso	or Signature: _		Date:			
Dayof			Grant Project- T	ïme		TOTAL
Week	Date	Grant task identifier:	Grant task identifier:	Grant task identifier:		
Mon						
Tue						
Wed						
Thu						
Fri						
Sat						
Sun						
Mon						
Tue						
Wed						
Thu						
Fri						
Ca+					I	1

Sun

**TOTAL** 

#### **APPENDIX C**

#### **CERTIFICATION FOR DONATED MATERIALS**

OHIO COASTAL MANAGEMENT PROGRAM
COASTAL MANAGEMENT GRANT

CITY: GRANT PRO	DJECT NO.:	ADDRESS:		
		<u>!</u>	MATERIALS DONATED	
DONOR 1.	ITEM	NUMBER COST	DONATION AMT	
2.				
3.				
TOTAL MA	TERIALS DONATI	ON-	\$	
NOTE (Desc	cribe what the ma	aterial(s) was (were)	used for on the project) –	
			r reimbursement were used solely for public recreation astal Management Grant Program.	ı improvements
Signed, Aut	horized Subrecip	ient Official	Date	

**BE SURE TO ATTACH DONOR'S STATEMENT** 

#### **APPENDIX D**



Prepared by:

## **Final Project Summary**Ohio Coastal Management Grant Program

Date:

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 <u>not</u> required on this form. Submit this completed form as a Word® file email attachment to the OCM Project Manager.

Subrecipient Name:	brecipient Name: Grant No.:		
Project Name:			
Contact information for online sum	ımary:		
Name:	Affiliation, Office/Division:		
Address:			
Phone:	Email:		
1. Description of the project scope	e and any special considerations or problems encountered:		
2. Results/outcome of project:			
3. Title, date and brief description were disseminated:	of any publications, reports and datasets produced through this grant and how they		
4. Next steps/future use of project	t results:		
5. Has this grant enabled the lev	veraging of any other funds or projects? If so, please describe.		
IF construction or acquisition required signage.	project, please attach photos and provide the latitude and longitude coordinates for		
Latitude:	Longitude:		

Title:

#### **APPENDIX E**

#### **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, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor 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 Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(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 Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **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 under this title 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 F**

#### **COASTAL MANAGEMENT GRANT ACKNOWLEDGMENT SIGNS**

#### **Temporary Sign- During Construction**

### Project Name Here Sponsoring Agency Here







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

#### **Permanent Sign- After Construction**

## Project Name Here Sponsoring Agency Here







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 G**

#### **Purchase/Contract Documentation**

The following audit material is required for all Coastal Management Grant assisted purchases and/or contracts exceeding \$250,000.00.

Copy of the bid tabulation (if applicable)

Copy of the selected bid proposal (if applicable)

Written description of the selection process

Copy of the signed contract; include an itemized budget (if applicable)

The \$250,000.00 threshold applies singly or in aggregate, i.e. multiple purchases/contracts with the same vendor for identical or nearly identical goods or services totaling \$250,000.00 or more may be subject to competitive bidding. If you have questions about a specific situation, call your designated ODNR project manager.

#### **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 H

	Appendix H		
Personnel			
list name of personnel, dollar amount and attach backup	Total Cost	Federal	Non-Federal
Personnel Name/Title	Total Cost	Amo	
		<u> </u>	
Subtotal		=	
Fringe			
list name of personnel, dollar amount and attach			
backup		Federal	Non-Federal
Personnel Name/Title		Ame	ount
Subtotal			
Sustotu			
Volunteer Time			
list names of volunteers, job done and rate of pay			
for specific job		Federal	Non-Federal
Detail		Amo	ount
Subtotal		-	
Travel			
list name and backup		Federal	Non-Federal
Detail		Amo	ount
Subtotal		-	
Equipment over \$1,000 per item cost			
list name and dollar mount and backup		Federal	Non-Federal
Detail		Amo	ount
Subtotal		-	
Supplies/Repair			
list name and dollar amount and attach backup		Federal	Non-Federal
Detail		Amo	ount
Subtotal		-	
Contractual			
list name of contractor, dollar amount and attach			
Detail Detail		Federal Amo	Non-Federal
Detail		Amo	
Subtotal		-	-
Other			
list name of vendor, dollar amount and attach backup		Federal	Non-Federal
Detail		Ame	
Subtotal		-	-
Total Direct Charges		-	-
Indirect (enter rate below)		-	-
Total Request		<u>-</u>	-
Approved Indirect Rate*			
Indirect Rate includes which Direct Costs?			
Indirect Rate includes which Direct Costs?  Personnel, Fringe, Volunteer Time, Supplies,			
Indirect Rate includes which Direct Costs?	es that are not included)		



## Ohio Department of Natural Resources Office of Coastal Management

Grant Recipient User Guide for Online Performance Reports and Draw Requests

# Contents

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Reporting on Individual Project Outcomes	
Completing the Performance Report	
Submitting a Draw Request	10

### Becoming an Online Submitter

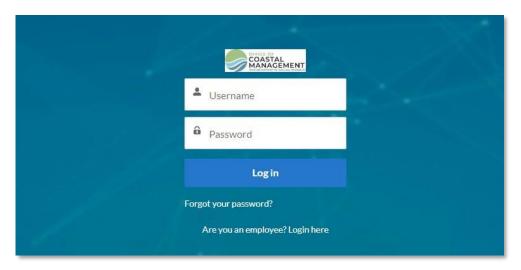
Before being required to submit reports via this portal, you will be contacted by ODNR's Office of Coastal Management (OCM) personnel to set up a user profile in SalesForce, the online submission portal. If you are asked to use this portal for reporting submissions but have forgotten/do not have login credentials, please contact your OCM project manager.

<u>Please make sure to check your "junk"</u> email file for any correspondence from SalesForce regarding your <u>login credentials/password\_setup.</u>

Once your user profile is created by your OCM project manager, you will receive an email that contains your username and a link to set your password. This email will also contain the URL for logging into the system which is: <a href="https://coastal-management.force.com/grants">https://coastal-management.force.com/grants</a> (Figure 1).

\*It is suggested that you bookmark this site for your convenience.





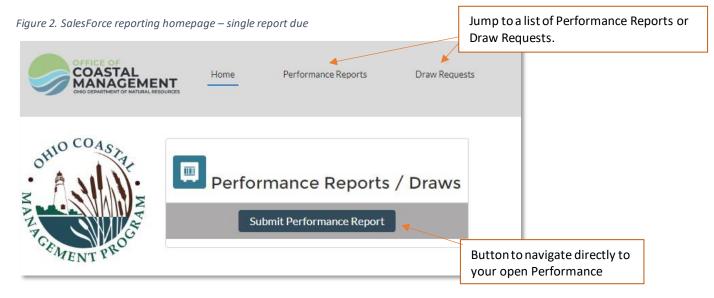
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Note: If you are part of a **two-person reporting team** (i.e., one person reporting on project performance and the other requesting the associated fiscal draw) you should **both create individual login credentials**. Please contact your OCM project manager to confirm the name, email, and role of each individual at the start of a project.

Additionally, the individual working with the draw **will not** see an active draw for a particular quarter **until** the corresponding performance report is submitted. The fiscal representative of the reporting team will receive an email from SalesForce once a performance report has been submitted and the draw is ready to complete. However, it is advised that two-person teams communicate effectively to complete all required components of a quarterly report (a performance report and a draw request).

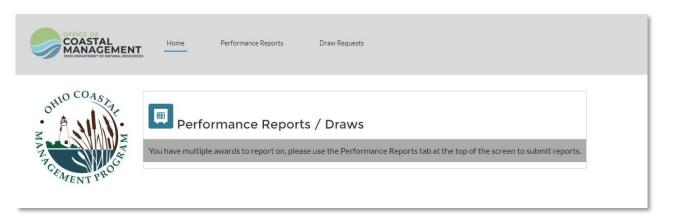
## Submitting a Performance Report

Once logged in to the reporting portal, the homepage (Figure 2) will be your landing spot; it will tell you if you have anything currently awaiting your attention. If you have an open Performance Report to submit, you will have a button that navigates directly to it on the homepage.



If you are reporting on multiple awards for a given reporting period, you will see this version is the homepage (Figure 3).

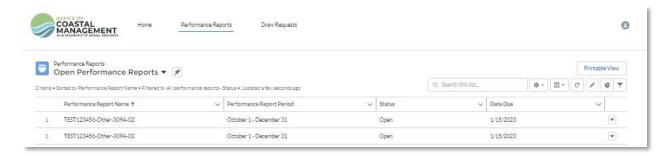
Figure 3. SalesForce reporting homepage – multiple reports due



The tabs at the top of the reporting homepage will take you to a list of all your records (Figure 4). This list can be used if you have multiple awards for which you are responsible, or to look at previously submitted or past-due reports.

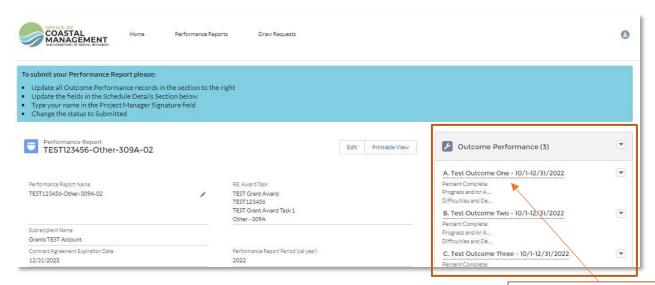
Initially you will see only open reports in this list; however, you can click the arrow next to "Open Performance Reports" and change the list view to see "All" reports.

Figure 4. Example list of performance reports



Clicking on the "Submit Performance Report" button (Figure 2) or an individual Performance Report Name (Figure 4) will open your current performance report. You will see instructions on how to complete the report at the top of the page in the blue box (Figure 5).

Figure 5. Current performance report (example)



Click on each outcome name (hyperlinked) to open/edit that record

#### Reporting on Individual Project Outcomes

On the right side-panel (Figure 5) you will see a section for your <u>Outcome Performance</u>. There will be one record for each outcome on your task that has not previously been reported as 100% complete. You may have to click "View All" at the bottom-right of that panel to see all of your outcomes (e.g., if you have more than three outcomes to report on).

Open each outcome by clicking on its name to report on its progress/status (follow the steps below):

- 1. Click the hyperlinked outcome name to open the record
- 2. Click "Edit" (Figure 6, red box) to see the fields that need to be completed (Figure 7)
- 3. Required Fields (denoted by red asterisk)
  - a. Percent Complete
    - i. whole numbers only (0-100)
  - b. Progress and/or Accomplishments
    - i. brief statement of what was accomplished during the reporting period
- 4. Optional Fields
  - a. Difficulties and Delays encountered
    - i. brief statement explaining any situation that led to progress delays only complete if progress was delayed during the reporting period
- 5. Check "Report Complete" (Figure 7, red box) when finished reporting on the outcome
- 6. Click the blue "Save" button at the bottom right of the outcome report
  - a. You may edit outcome performance details as needed until your Performance Report is submitted.

Navigate back to the over-arching performance report and list of associated outcomes by clicking on the "Performance Reports" tab at the top of the page <u>after</u> saving an individual outcome's performance details.

Figure 6. View of incomplete outcome report

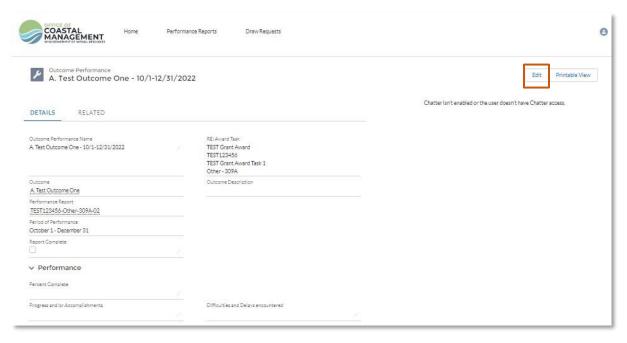
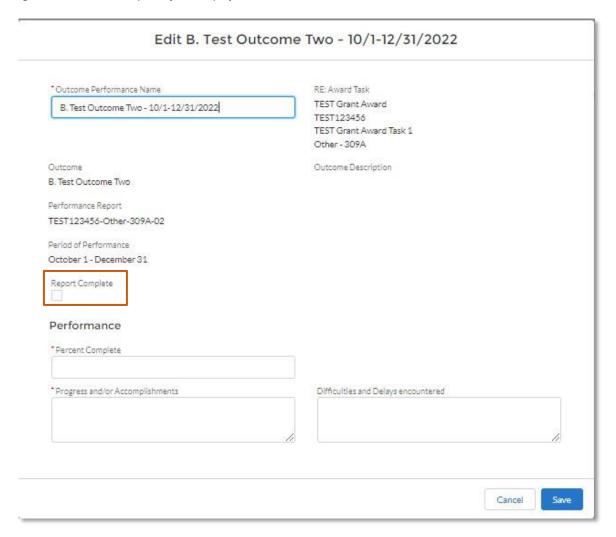


Figure 7. Fields to be completed for each project outcome



### Completing the Performance Report

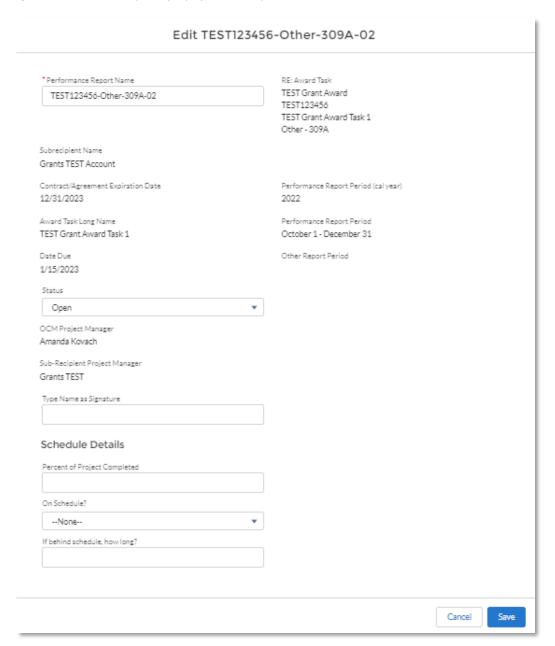
Once **ALL** of the project outcomes have been reported on and marked as "Report Complete", the Performance Report can be submitted (follow the steps below).

- 1. Click "Edit" to see the fields to complete
- 2. Required fields (Figure 8):
  - a. Type Name as Signature (Project Manager's Signature)
    - i. Type your name
  - b. Percent of Project Completed
    - i. Enter a round number to represent the percent of the overall project completed
  - c. On Schedule?
    - i. Select "On Schedule" or "Behind Schedule" from the drop-down menu
  - d. If behind schedule, how long?
    - i. Only required If the project is behind schedule please indicate the length of the schedule delay (e.g., 1 month)
- 3. Change the Status field from "Open" to "Submitted" when you are finished with your

submission

- 4. Click the blue "Save" button at the bottom right of the report
  - a. You may edit performance details as needed until your Performance Report is submitted.

Figure 8. Fields to be completed for performance report submittal

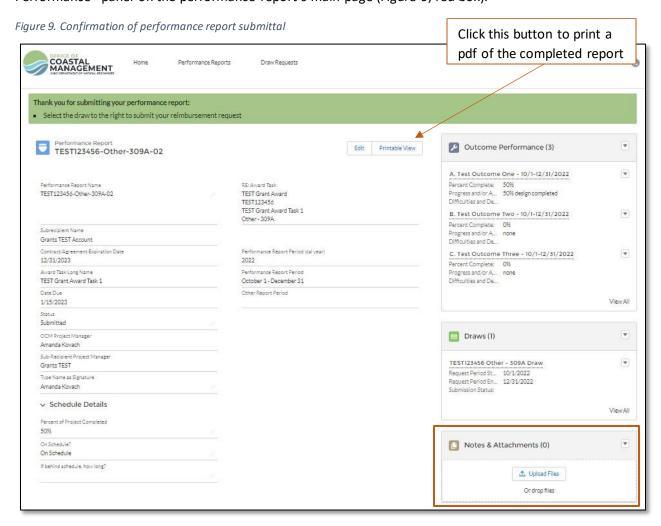


You should now see a note at the top of the screen confirming the submittal of your performance report and indicating you may now work through the associated draw request (Figure 9; green box). See instructions on how to submit a Draw Request in the next section.

#### Notes:

\*You may use the "Printable View" button at the top of the screen (Figure 9) to print and save a pdf of the completed performance report for your records.

\*You may also attach any pertinent documents (e.g., photos, site drawings, etc.) to a performance report by uploading/dropping them in the "Notes & Attachments" box located beneath the "Outcome Performance" panel on the performance report's main page (Figure 9, red box).

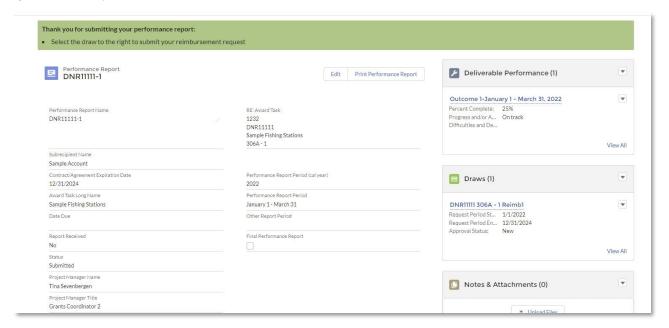


### Submitting a Draw Request

Once your Performance Report is complete, you will be able to submit a draw request for the associated expenses. Notice the instructions for the Performance Report have changed and now you will see a Draw available on the right Sidebar (Figure 10).

Alternately, the *Draw Requests* tab at the top of the homepage will take you to a list of your draw requests, initially you will see only open requests; however, you can click the arrow *next to "Open Draw Requests"* and change the list view to see all requests.

Figure 10. Draw request available

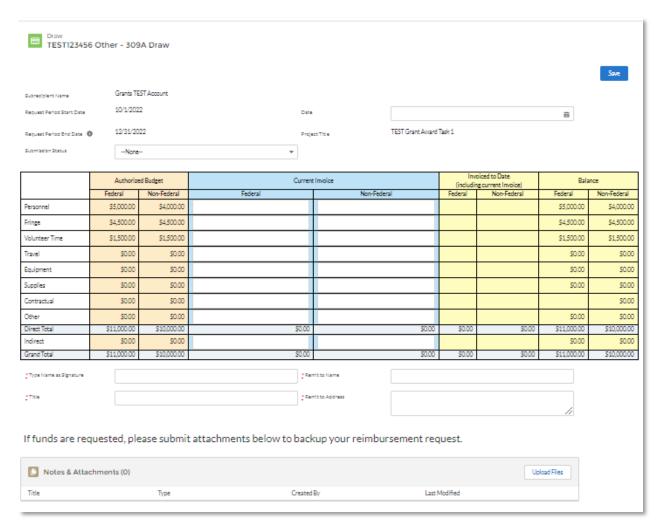


Follow the steps below to submit a draw request. Please make sure to read <u>all the way through</u> these steps (even if you will not be requesting funds for a particular quarter).

- 1. Click on the blue hyperlink to open your draw record.
- 2. Required fields (Figure 11)
  - a. Current Invoice amount(s) per applicable category
    - i. Please report on both the Federal and Non-Federal funds spent during the reporting period as applicable
    - ii. If NO funds are being requested for a particular quarter, please simply save the form without adding any values to the "Current Invoice" column fields
    - iii. If your grant agreement was begun with an *Initial Disbursement* (i.e., an advance) AND you are still spending that amount down, please simply save the draw request form without adding any values to the "Current Invoice" column fields
  - b. Project Manager Signature and Title
    - i. Type your name
    - ii. Type your work title
  - c. "Remit To" Name and Address

- i. Make sure this information is correct
- 3. If funds are being requested, please make sure to attach supporting documentation (i.e., backup in the way of fiscal reports and/or invoices and proof of payments) in the "Notes & Attachments" section at the bottom of the page
  - a. Make sure that any check images have account numbers redacted before attaching
  - b. \*If your grant agreement was begun with an *Initial Disbursement* (i.e., an *advance*) AND you spent some of those disbursed funds this quarter, please make sure to attach the required supporting documentation to the "Notes & Attachments" section of the form even though you will not be editing the draw table
- 4. Important Last Step: Change the submission status to "Submitted" when finished and click the Save button in the upper right-hand corner of the page

Figure 11. Fields to be completed for draw request submittal



Thank you for submitting your project reporting materials online – your OCM project manager will contact you with any questions or notifications regarding your reports.

<u>Please contact your OCM project manager if you have ANY questions during this process.</u>

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Mike DeWine, Governor Mary Mertz, Director

A publication of the Ohio Department of Natural Resources pursuant to National Oceanic and Atmospheric Administration Award

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