

GOOD MORNING!



WEDNESDAY, OCTOBER 15
ALABAMA LWCF PROGRAM
FY2008 COMPLIANCE WORKSHOP

RECREATION PROGRAMS

- LAND AND WATER CONSERVATION FUND
- RECREATIONAL TRAILS PROGRAM

TEAM MEMBERS:

Rob Grant – (334) 242-5483

Rob.grant@adeca.alabama.gov

Jody S. Waites – (334) 353-4384

Jody.waites@adeca.alabama.gov

ADECA

Alabama Department of Economic
and Community Affairs

Bill Johnson, Director

Doni Ingram, Assistant Director



Welcome

Rob Grant

Recreation Programs Director



Land and Water Conservation Fund (LWCF)

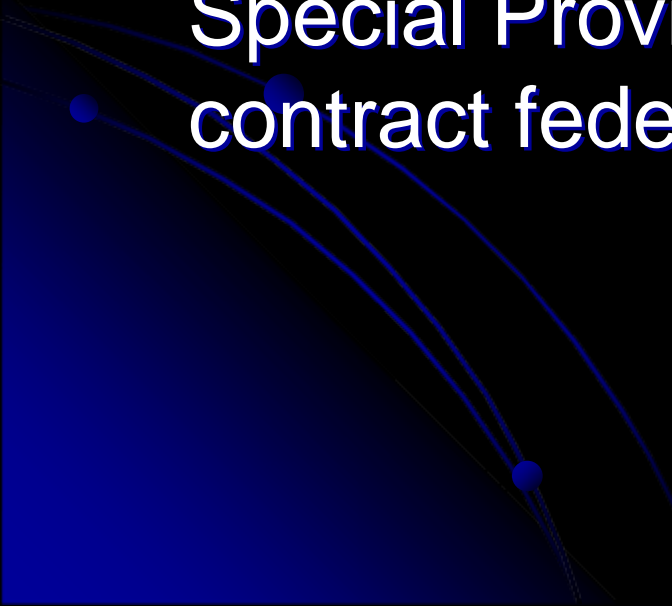
Compliance Workshop



WHAT'S NEW?

- TWO Program Manuals, one for each fund
- New Reimbursement Request Forms
- Professional Grant Administration is now reimbursable, 5% of total grant amount max
- Engineering/Architect fees reimbursable, 10% of total grant amount max
- OK to use US Communities (procurement)

WHAT'S NEW?

- Construction must commence no later than 180 days from grant agreement date
 - Standardized “Construction Agreement Special Provisions” (aka construction contract federal language)
- 

Grant Overview

Agreements

ADECA Website



GRANT AGREEMENT

- Sponsor Name
- Period of Performance
- Funding Source
- Subgrant Number
- Grant Amount/Match Amount
- Purpose and Scope of Services
- Project Title
- Signatures

GRANT AGREEMENT

- **ATTACHMENT I--PAYMENT SCHEDULE**

- Pay ... an amount not to exceed the DEPARTMENT's share...
- The SUBGRANTEE must provide a minimum of 50%

GRANT AGREEMENT

DURATION

- The SUBGRANTEE shall commence performance of this Agreement not earlier than the beginning date stipulated under “Period of Performance” on page 1. Neither shall the SUBGRANTEE incur any costs after the ending date of the Period of Performance.

GRANT AGREEMENT

PAYMENT REQUESTS

- The SUBGRANTEE may invoice monthly or quarterly as long as all invoices are cleared within sixty (60) days of the close of the Agreement and appropriate back-up data is furnished with each invoice as detailed in the *Recreational Programs Administrative Manual* and which is hereby made a part of this agreement.

GRANT AGREEMENT

CONTINGENCY CLAUSE

- It is expressly understood and mutually agreed that any departmental commitment of funds herein shall be **contingent upon the receipt and availability of Land and Water Conservation Fund allocation** from the U.S. Department of the Interior.

GRANT AGREEMENT

AMENDMENTS

- The DEPARTMENT or SUBGRANTEE may, from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between the DEPARTMENT and SUBGRANTEE, must be incorporated as written amendments to this Agreement and be approved by both parties prior to implementation.

GRANT AGREEMENT

AUDITS

- The SUBGRANTEE agrees to comply with audit requirements contained in the DEPARTMENT Audit Policy No. 001 as amended. All applicable provisions of the DEPARTMENT Audit Policy document are made a part of this Agreement. Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of the Agreement where public funds are received and/or disbursed to the Department of Examiners of Public Accounts

GRANT AGREEMENT

DISCLAIMER

- A. The DEPARTMENT specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from the DEPARTMENT whether by contract, grant, loan or by any other means.
- B. No grantee, SUBGRANTEE or agency performing services under any agreement, contract ... shall be considered as an agent or employee of the State of Alabama or the DEPARTMENT ... and the State of Alabama, the DEPARTMENT and their agents and employees assume no liability to any grantee, ... SUBGRANTEE or agency or any other person.

GRANT AGREEMENT

NO DEBT OF STATE

- It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. ... The SUBGRANTEE's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. ...

GRANT AGREEMENT

OUTSTANDING AUDIT EXCEPTION POLICY


- The DEPARTMENT shall not enter into a contract, agreement, grant, etc.,
 - with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs, finding of fiscal inadequacy, or **unresolved programmatic finding** as a result of project monitoring.

GRANT AGREEMENT

- The DEPARTMENT shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who **owes money** to any division of the DEPARTMENT that has not arranged a repayment schedule.

GRANT AGREEMENT

- **PROCEDURE FOR TERMINATION
OR SUSPENSION**

- Payments under this Agreement may be suspended in the event that there is an outstanding audit exception or violation of program regulations...
- 

GRANT AGREEMENT

- If ... the SUBGRANTEE shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement...

GRANT AGREEMENT

CONFLICT OF INTEREST

- The SUBGRANTEE, by his signature, certifies that to the best of his knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had an effect on the grant or award.

GRANT AGREEMENT

- **LIMITATION OF USE**

- The SUBGRANTEE understands and agrees that the following "Limitation of Use" provision applies to the park property acquired and/or developed under the terms of this agreement and will cause same to be legally incorporated into the park property deed record.

SECTION 6(f)(3)

- This Property has been acquired or developed with Federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-8 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior.....

SECTION 6(f)(3)

....By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

GRANT AGREEMENT

SPONSOR RESPONSIBILITY

- It is specifically understood that the SUBGRANTEE is primarily responsible for the construction, development, operation and maintenance of the project as referenced in the project scope and contained in the formal application and cost estimate, which are hereby made a part of this Agreement.

GRANT AGREEMENT

OPERATION AND MAINTENANCE

- The SUBGRANTEE shall operate and maintain the LWCF assisted park facilities in accordance with the procedures, regulations and directives of the state and of the federal government. In this regard, the SUBGRANTEE understands that overhead utility lines are prohibited within the property boundary area.

GRANT AGREEMENT

ATTACHMENT II

Part I - Definitions

Part II - Continuing Assurances

- A. Subgrantee shall meet following requirements
- B. Property shall not be converted
- C. Repayment of grant funds inadequate compensation
- D. Incorporation of LWCF Manual

GRANT AGREEMENT

(Part II Continued)

E. Property & facilities shall be operated and maintained as prescribed by LWCF requirements.

F. Permanent record shall be kept in its public property records and available for public inspection.

G. Nondiscrimination

GRANT AGREEMENT

Part III--Project Assurances

A. Federal OMB Circulars A-87, A-102, A-133

B. Project Application

- made part of Agreement
- Subgrantee possesses legal authority-resolution
- Subgrantee has ability and intention to provide matching share

GRANT AGREEMENT

C. Project Execution

- Project period shall begin with the Date of Award
- ADECA shall transfer grant funds
- Construction shall begin within 180 days of award
- Facility shall be handicap accessible

GRANT AGREEMENT

- Must have construction plans and specifications and shall comply with Federal, state, and local laws
- Project must be brought to a state of recreational usefulness
- Uniform Relocation Real Property Acquisition Policies Act

GRANT AGREEMENT

Project Execution Continued

- Subgrantee will comply with:
 - E.O. 11988 Flood Hazards
 - E.O. 11288 Prevention, Control & Abatement of Water Pollution
 - E.O. 11990 Wetland Protection
- Flood Insurance Purchase Requirements of Section 102(a) of the Flood Disaster Protection Act of 1973.
- Comply with the Clear Air Act of 1970.

GRANT AGREEMENT

Project Execution Continued

- Compliance with Section 106 of the National Historic Preservation Act of 1966.
- E.O.s 11625, 12138, 12432 Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs)
 - Place MBEs/WBEs firms on bidders lists
 - Solicit from these firms
 - Divide total requirements into smaller needs
 - Prime Contracts and Subcontracts

GRANT AGREEMENT

D. Construction Contracted for by the Subgrantee

- Shall comply with the provisions of 43 CFR 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
- Debarment and Suspension--E.O. 12549
- Contract award announcement of Goods and Services in excess of \$500,000 must contain amount and percentage of Federal Funds

GRANT AGREEMENT

E. Record Retention and Custodial Requirements

- Financial records pertinent to the grant shall be retained for three (3) years in accord with 43 CFR Part 12.
- Retention period begins from the date of final payment
- **BOUNDARY MAPS, DEEDS, SURVEYS MUST BE KEPT IN A PERMANENT PROJECT FILE IN PERPETUITY!**
- Access to books and records by ADECA and National Park Service
- ADECA Audit Policy
<http://www.adeca.alabama.gov>

GRANT AGREEMENT

F. Project Termination

- The National Park Service or ADECA may suspend Federal assistance under the project pending corrective action.
- ADECA may unilaterally terminate the project at any time prior to the first payment.
- ADECA may terminate the project in whole or in part at any time before the date of completion wherever it is determined that the Subgrantee has failed to comply with the conditions of the grant.

GRANT AGREEMENT

Project Termination Continued

- ADECA or Subgrantee may terminate grants in whole, or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

GRANT AGREEMENT

G. Lobbying with Appropriated Funds

- Subgrantee certifies that no federally appropriated funds have or will be used for lobbying.

H. Provision of a Drug-Free Workplace

I. Civil Rights Assurance

J. Debarment and Suspension

GRANT AGREEMENT

- Subgrantee (city, town, county receiving grant) must sign the Project Agreement, the “No Debt to the State” form, and the Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Form DI-2010)

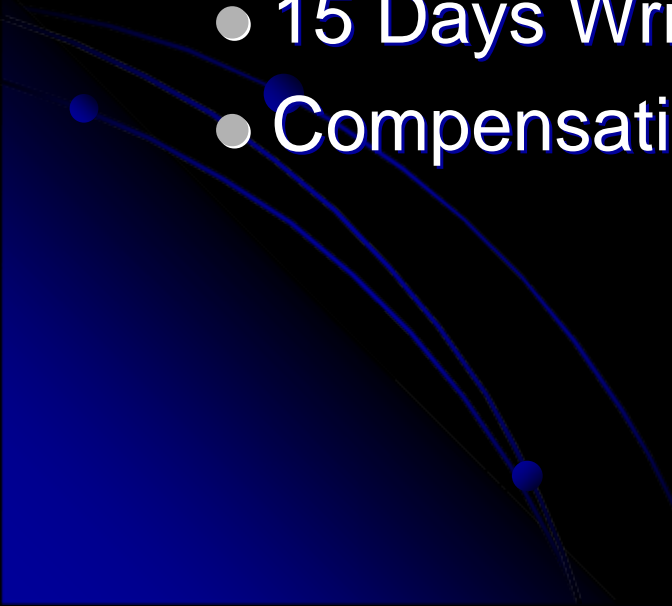
GRANT AGREEMENT

- YOUR GRANT AGREEMENT DOCUMENTS WILL BE MAILED TO THE CHIEF ELECTED OFFICIAL IN 7-10 DAYS. THE PERIOD OF PERFORMANCE WILL BEGIN OCTOBER 16, 2008, AND WILL END APRIL 30, 2010.

Project Amendments

- Include changes in:
 - Project scope
 - Cost estimates
 - Project period
- May require a formal written amendment
- Must be:
 - Presented to ADECA in writing
 - Approved prior to implementation

Termination or Suspension

- Project Suspension
 - Project Termination
 - Termination for Cause
 - Termination for Convenience
 - 15 Days Written Notice
 - Compensation for Expenses
- 

Other

- No Debt of State
- Lobbying with Appropriated Funds
- Civil Rights Assurance
- Debarment and Suspension
- Provision of a Drug-Free Workplace
- *ADECA Land and Water Conservation Fund Administrative Manual*
- Sponsor Responsibility/Operations and Maintenance

Recreation Programs Website

Go to www.adeca.alabama.gov

Under “Office of the Director” click on
Recreation Programs



Recreation Programs Website

- What's on there now:

Forms

Manual

Contact Info

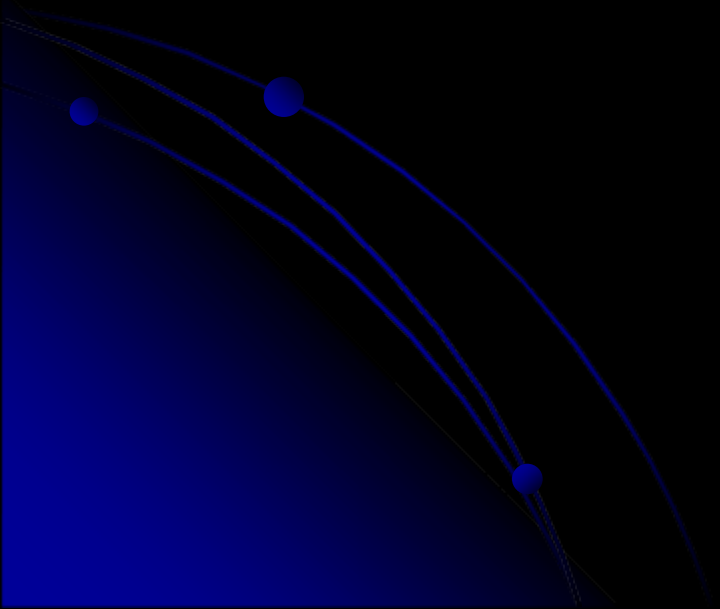
Newsletters/Announcements

Recreation Programs Website

What's coming in the future:

- Links to informational guides
(trail and park design, construction techniques, new ideas)
- News about funding sources
- Links to other sources of funding
- SEND US YOUR PARK/TRAIL PIX!

Acquisition



You must comply with the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 if:

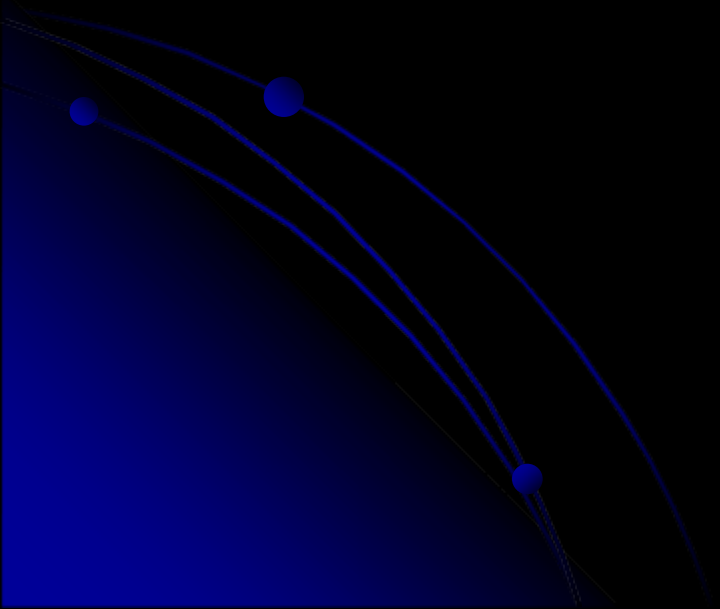
- The property was purchased within the last two years.
- The property was purchased more than two years ago but less than five years ago with the intent of applying for federal grant assistance.
- The property was purchased on or after January 2, 1971, and planning was initiated.

The Uniform Relocation and Real Properties Acquisition Policies Act of 1970

Federal law that deals “with the rights and privileges of property owners and tenants”

- Appraisal Reports
 - Land Acquisition Procedure
 - Acquisition and Appraisal Documents
 - Considerations to Property Owners and/or Tenants
 - Standard Report Outline Appraisals
 - Documentation for Reimbursement

Accessibility



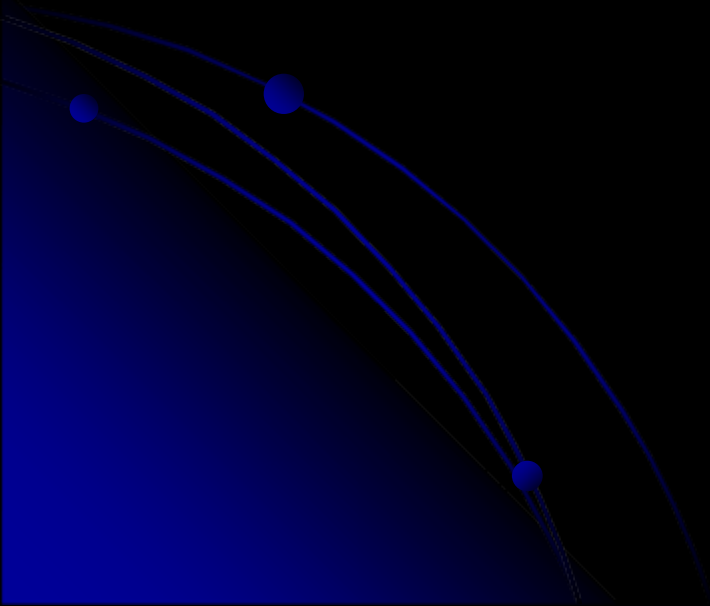
AmericanTrails.org

Visit this site! It's a
wealth of information for
all types of trails!

Does an accessible trail,
sidewalk, or pathway have to be
paved?

NO

As long as the surface is
“firm and stable.”



ACCESSIBILITY

TRAILS:

<http://www.access-board.gov/outdoor/nprm/>

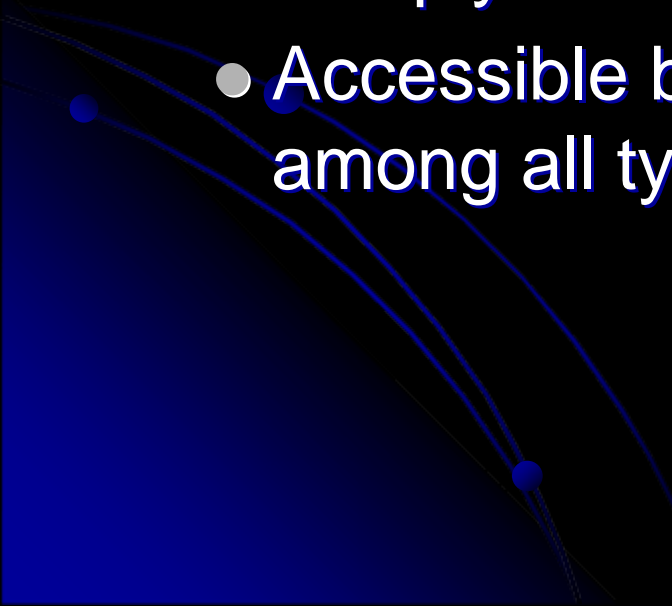
STRUCTURES:

<http://www.access-board.gov/ada-aba/final.htm>

PLAY AREAS:

<http://www.access-board.gov/play/>

Accessibility – Benches

- Benches (fixed):
 - At least 50% must be accessible (continuous firm, stable surface from trail to bench)
 - At least 40% of those must have armrests that comply with ADAAG specifications
 - Accessible benches must be dispersed among all types of benches provided
- 

Accessibility - Picnic Tables

- Picnic Tables (fixed):
 - At least 50% must be accessible (continuous firm, stable surface from trail to picnic table)
 - An accessible picnic table must have at least one wheelchair seating space (more if table length exceeds 24 linear feet)
 - Accessible benches must be dispersed among all types of benches provided

Trails Inventory Website

www.trails.alabama.gov

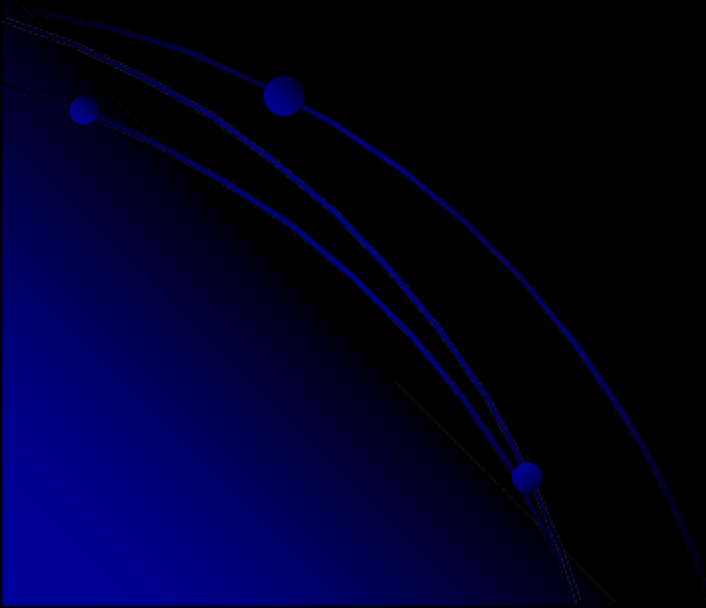
“Work in Progress”

- Each locality is **STRONGLY ENCOURAGED** to post their trail



- For information and tech support, contact Sarah Hesters, SEARPDC, 334-794-4093

Other Considerations



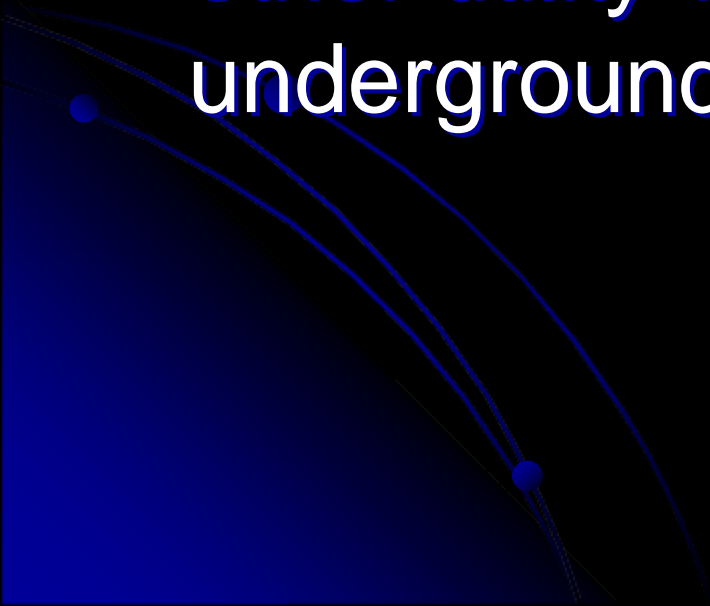
SPECIAL PERMITS

- Crossing Public Roads
- Railroad, Gas Line, Power Line, Utility ROW
- Water Obstruction and Encroachment
- Erosion and Sedimentation Control Plan
- Building Permits
- Health Department Permits

Project Acknowledgement

- All properties funded by LWCF are required to have permanent signage located within the boundaries of the park.
- Project acknowledgement signage costs may be submitted for reimbursement.
- Size of the print for the Park Name and city/county may be adjusted for longer or shorter names.
- Date is optional

Utility Lines

- New electric wires under 15kV and all other utility wires must be placed underground.
- 

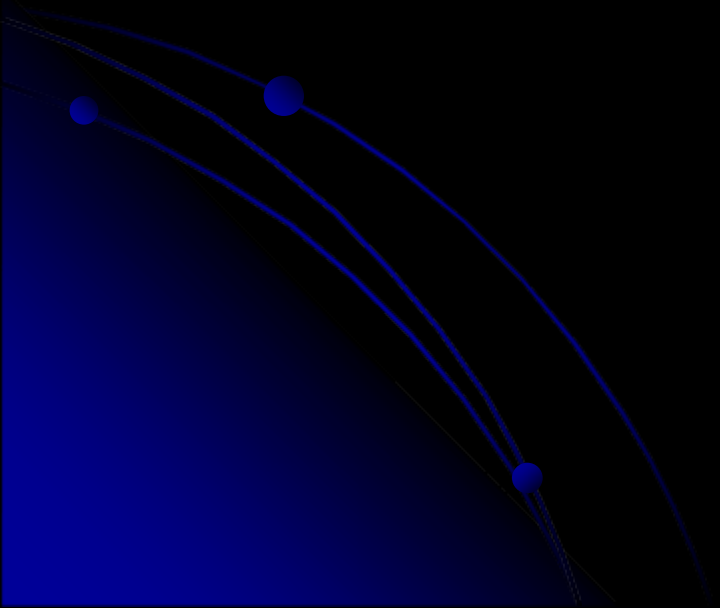
Beginning Construction

- Must begin within 180 days of the formal project approval date.
- Notify ADECA when construction begins by sending copies of executed construction contracts.
- Failure to comply could result in the termination of the LWCF grant award.

Supervision and Inspection

- Eligible activities include only those outlined in approved construction plans and specifications.
- Activities must comply with all Federal, State, and local laws and regulations.
- Architectural/Engineering supervision and inspection at the construction site must be provided.

Equipment Rates



Equipment Rental

- Is an eligible expenditure when it is the most efficient and economical method to acquire the use of the item.
- Must submit copy of the invoice showing the type of equipment, hours used on the project, and the rate charged.

Equipment Rental Rates

Needed only when the sponsor is providing the equipment being used on the project or if the use of the equipment is donated. Rates are needed to determine the value of the use of the sponsor's or donor's equipment.

YOU MUST SUBMIT YOUR REQUEST FOR RENTAL RATES BEFORE FILING FOR REIMBURSEMENT!

EQUIPMENT RENTAL RATES

COUNTY/CITY _____
PROJECT # _____

Make/Description	Manufacturer/ Brand	Model #	Year	Size/Capacity	2 WD or 4WD	Horse- power	Gas/ Diesel	Hourly Rate
Crawler Mounted Excavator	Bobcat	325	1996	2.3 CFT	-----	27.5	Diesel	
Standard Crawler Dozer	Caterpillar	D8R	1993	-----	-----	305	Diesel	
Wheel Mounted Asphalt Paver	Champion	780W	1995	8'0" Width	2WD	112	Diesel	
Combination Roller	Ingersoll-Rand	CR32	1999	52" Drum	-----	43	Diesel	
Articulated Wheel Loader	Komatsu	WA250-1	1996	2.75 CY	4WD	144	Diesel	
Tractor-Loader-Backhoe	Kubota	B21	1991	.30 CY	4WD	18.5	Diesel	
Pavement Broom	Rosco	RB-48	1998	96"	-----	76	Diesel	
Articulated Rear Dump	Terex	2566C	1998	14-17CY	-----	244	Diesel	
Truck - Regular Cab	Ford	F150	1999	1/2 Ton	2WD	215	Gas	
Truck - Crew Cab	Chevrolet	K3500	1997	1 Ton	4WD	270	Diesel	

Kate Hubert Phone: 334-353-0323 Fax: 334-353-3527

Submit Completed Forms to:

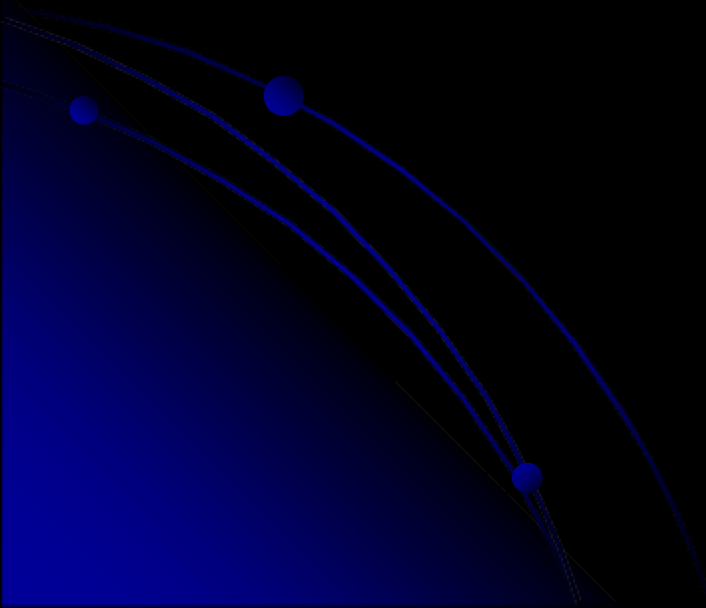
Kate Hubert

Phone: (334) 353-0323

Fax: (334) 353-3527

kate.hubert@adeca.alabama.gov

Procurement



Purchasing Methods

- Public Works Law
- Sealed bids (formal advertising)
- Small purchase procedures
- Competitive, qualification-based proposals
- Non-competitive proposals
- U.S. Communities

Public Works Law

- For construction contracts only (labor and materials).
- Alabama Public Works Law requires that contracts exceeding \$50,000 be advertised for sealed bids. Contracts should not be split for the purpose of evading this requirement.
- Under \$50,000- solicit competitive quotes.
- When using Public Works Law to procure services, all other Federal procurement requirements still apply.

***** WARNING *****

**IF IT'S A "PUBLIC WORKS"
CONTRACT IN EXCESS
OF \$50,000
CONSTRUCTION BONDS
ARE REQUIRED!**

CONSTRUCTION BONDS

- IF THE CONSTRUCTION CONTRACT IS BETWEEN \$50,000 AND \$100,000, THEN “STATE” RULES APPLY:
 - BID BOND = 5% BUT NO MORE THAN \$10,000
 - PERFORMANCE BOND = 100%
 - PAYMENT (MATERIALS) BOND = 50%

CONSTRUCTION BONDS

- IF YOUR CONSTRUCTION CONTRACT EXCEEDS THE “FEDERAL SIMPLIFIED ACQUISITION THRESHHOLD” OF \$100,000, THEN FEDERAL RULES APPLY:
 - BID BOND = 5%
 - PERFORMANCE BOND = 100%
 - PAYMENT (MATERIALS) BOND = 100%

***** WARNING *****

- **FAILURE TO OBTAIN THE PROPER BONDS FOR YOUR CONSTRUCTION CONTRACT WILL MAKE THE ENTIRE CONTRACT INELIGIBLE FOR REIMBURSEMENT!**

Competitive Sealed Bids

- Purchases of goods or services exceeding \$15,000 should be procured through formal advertising, sealed bids, and public openings.
- Minimum conditions that must be present include:
 - Complete, adequate and realistic specification or purchase description.
 - Two or more suppliers are willing and able to compete.
 - Firm-fixed price contract where the selection of the bidder can be made based on price.

Competitive Sealed Bids

- Bidders should have a sufficient amount of time to respond.
- The invitation for bids should clearly describe the items or services needed.
- All bids must be opened publicly just as stated in the invitation for bids.
- A firm-fixed price contract award should be made by written notice to the successful bidder.
- Any or all bids may be rejected.

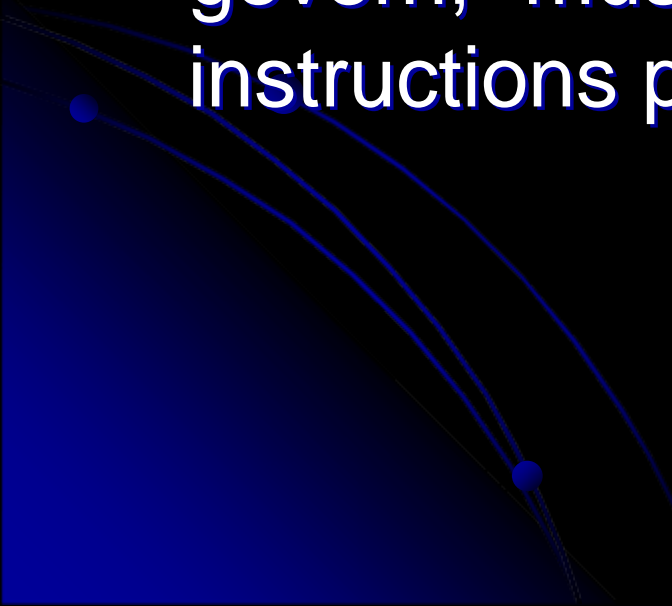
Competitive Sealed Bids

- Formal advertisements and bid solicitations must state that Federal funds are involved and that compliance with all applicable Federal, State and local laws, rules, and regulations is required.
- Any known suppliers should be contacted in writing and requested to submit sealed bids.
- Bids should be opened, tabulated, and summarized in such a way to compare the relative advantages and disadvantages of each bid.
- Not always required to award to the “low bid.”
- A contract can be negotiated to obtain a lower price if no acceptable bids are received. However, each bidder must be notified and given an opportunity to negotiate.

Invitation for Bid

- Must contain a clear and accurate description of the work to be done or the materials to be purchased.
- Bid packages should be structured so that contractors can bid on individual job elements or the total job.
- **Bid packages MUST include the Special Provisions (“Federal Language”)**

Invitation for Bid

- “In case of error in the extension of prices, the unit price will govern. In case of discrepancy between the prices shown in the figures and words, the words will govern,” must be included in the instructions provided to bidders.
- 

- **Small, minority-owned, and woman-owned businesses** should be included on solicitation lists and contacted if they are a potential source.
- Contracts exceeding \$20,000 must be let to **Responsible Contractors** licensed by the State of Alabama.
- “A system for **Contract Administration** shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely follow-up of all purchases.”

Aggregate Totals

- State law requires contracts exceeding \$15,000 for materials or services to be formally bid.
- The total amount paid to each contractor or vendor is considered when making this determination.
- Splitting contracts to avoid formal bid procedures is prohibited.
- It is recommended that “formal advertising be the normal method of procurement” for items in which costs and quantities may vary greatly (i.e. materials and supplies)

Contracts

- Must be recorded in the official minutes.
- Must contain administrative, contractual, or legal remedies should contractors violate the terms of the agreement.
- All contracts exceeding \$15,000 must contain provisions for termination by the sponsor.
 - Should include how it will be effected and the basis for settlement.
 - Conditions under which it can be terminated due to contractor default or circumstances beyond the control of the contractor.

BIDS, PLANS, SPECS

- A copy of all plans and construction specifications, including any and all supporting documents, **MUST** be submitted to ADECA Recreation Programs for approval **PRIOR TO ADVERTISING FOR BIDS**. This allows ADECA to review these documents to make sure they comply (LWCF Manual).

*** WARNING ***

- Federal Contract Provisions (LWCF Construction Agreement Special Provisions) **MUST** appear verbatim in the specifications for any contract or purchase in which competitive, sealed bids are used (LWCF Manual). Failure to do so will cause the resulting construction contract cost to be **INELIGIBLE** for reimbursement!

SPECIAL PROVISIONS

- 6 PAGES, INCLUDING THE “CERTIFICATE OF NON-SEGREGATED FACILITIES” FORM, PLUS
- 3 PAGE “U.S. DEPARTMENT OF THE INTERIOR CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING” FORM

*** WARNING ***

- THE SPECIAL PROVISIONS....
- ... MUST BE A PART OF THE BID PACKAGE!
- ... MUST BE MADE PART OF THE CONSTRUCTION CONTRACT!
- ... FORMS MUST BE SIGNED BY EACH AND EVERY CONTRACTOR!

Contracts

- Executive Order 11246, Equal Employment Opportunity
- Copeland “Anti-Kick Back” Act
- Clean Air Act, Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations
- Energy Policy and Conservation Act
- Contract Work Hours and Safety Standards Act
- Davis-Bacon Act (does not apply)
- Contract Pricing
- Change Orders
- Access to Contractors Records
- Standards of Conduct, Conflict of Interest
- **USING THE “SPECIAL PROVISIONS” DOCUMENTS COVERS ALL OF THESE!**

IMPORTANT

The following actions require PRIOR APPROVAL from ADECA:

- Awarding a contract to other than the low bidder.
- Negotiating a contract with bidders.
- Proceeding to competitive negotiation or non-competitive negotiation to purchase any materials or services other than consultant services.
- Awarding a contract when only one bid is received.

REMEMBER.....

- Copies of the Bid Tabulation Summary Sheet and all Construction Contracts must be submitted within 15 days after contract award (LWCF Manual). **THIS INCLUDES COPIES OF ALL REQUIRED BONDS.**
- Any proposed change orders to the contract must first be cleared with Recreation Programs before the change order is **NEGOTIATED** (LWCF Manual).

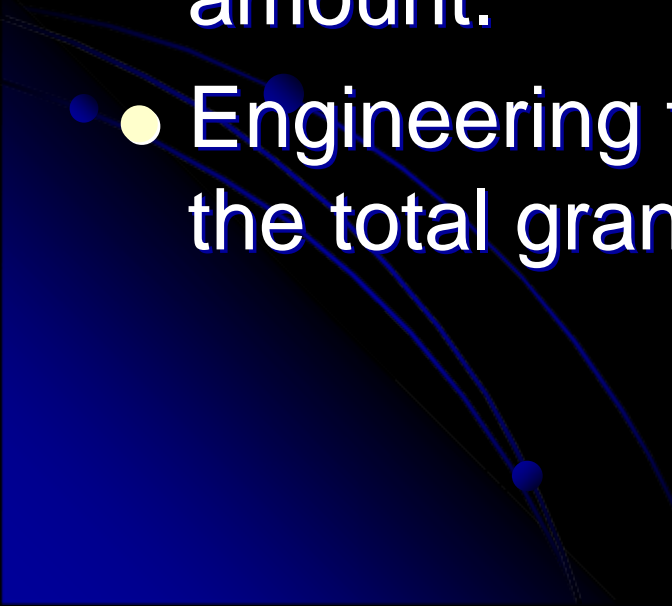
Small Purchase Procedures

- Used for purchases totaling from \$.01 to \$14,999.
- Must be solicited from at least three vendors.
- Tabulations for file must contain:
 - Name of official securing the quote
 - Item specified
 - Vendor name
 - Salesperson contacted
 - Price quote
 - Phone number
 - Date

Competitive, Qualification-Based Proposals

- RFQs will be publicized and identify all evaluation factors and their importance.
- Solicited from an adequate number of vendors.
- Method for conducting technical evaluations and selecting awardees.
- Awards will be made to the responsible firm with the most advantageous proposal, all things considered. Price is not a factor.
- Use this method to procure professional services such as engineers, architects, grant consultants.

Administration & Engineering

- Method for procurement previously discussed.
 - Professional Grant Administration fees cannot exceed 5% of the total grant amount.
 - Engineering fees cannot exceed 10% of the total grant amount.
- 

Non-Competitive Proposals

- ADECA authorization must be given to use this method for purchases exceeding \$15,000.
- The item is available from only a single source.
- The necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- The awarding agency authorized noncompetitive proposals.
- After solicitation of a number of sources, competition is determined inadequate.

U.S. Communities

- U.S. Communities Purchasing & Finance Agency (U.S. Communities).

www.uscommunities.org

This method of procurement is permitted by state law and has been approved by the Examiners of Public Accounts.

- This method of purchasing is acceptable under the LWCF program.

Allowable Costs

- Personal Services
- Fringe Benefits
- Travel
- Materials and Supplies
- Equipment Purchase
- Force Account and In-Kind Equipment Use
- Equipment Rental
- Real Property
- Contract Construction
- Informational Signage
- Administration and Engineering

BUDGETING / REIMBURSEMENT

- Eligible Costs
 - Engineering and/or Architectural Design, Construction Oversight (maximum 10% of total grant amount)
 - Professional Project Management (maximum 5% of total grant amount)
 - Acquisition
 - Equipment Rental
 - Supplies & Materials
 - Labor
 - Signage
 - Construction Contracts

Personal Services

- Sponsor Contribution – Labor – May be eligible if properly documented. Time sheets must:
 - Reflect all hours worked by the employee during the pay period.
 - Charge the employee's actual hourly rate of pay.
- Employees of Other Organizations are eligible.
 - Submit time sheets and keep payroll records on file.
 - Charge the employee's regular rate of pay minus fringe benefits and overhead costs.

Personal Services

- Third Party Private In-Kind Donations

Time sheets must be maintained and submitted and must contain:

- Nature of work performed
- Daily hours worked on project
- Total hours worked on project
- Hourly rate of pay – rate paid to a general laborer unless they are professionally skilled in the work being performed
- Signatures of approval by both the worker and the project supervisor
- Write “Donated” in the blank provided or the check number

Fringe Benefits

- Include employer contributions for Social Security, health insurance, etc.
- May be claimed for the actual time spent working on the project.
- Supporting documentation that must be submitted with the reimbursement request includes:
 - The name of each employee working on the project, each employee's gross salary, the specific benefits provided, and the cost of those benefits to the employer.
 - Copy of completed time sheets with calculations of fringe benefits that apply to the hours worked on the project.

Travel

- Travel expenditures incurred by sponsor employees, associated with the project are eligible for reimbursement.
- Travel statements indicating the extent and purpose of the travel and computation of the costs involved should be included in the project file.
- A copy of the travel expense statement or voucher and proof of payment must be submitted to ADECA. **MUST USE STATE COMPTROLLERS TRAVEL EXPENSE FORM!**

Materials and Supplies

- Purchased by the sponsor – It is recommended that formal advertisement be the normal method of procurement for construction materials and that bids be based on unit prices for estimated quantities.
- Provided by the Sponsor or Other Public Agency – The value must be based on the actual cost of the materials and if the cost exceeds \$15,000, the sponsor or agency must document that the items were acquired through the competitive bid process.
- Donated Materials and Supplies – includes items given by private parties free of charge or at less than the item's fair market value. The fair market value of the item is eligible for reimbursement. FMV is determined by the lower of two (2) quotes.

IMPORTANT NOTE!!

THE FOLLOWING ITEMS MUST BE APPROVED IN ADVANCE FROM ADECA:

Expenditures for:

- LANDSCAPING & IRRIGATION
- FENCING
- SIGNAGE (except standard LWCF sign)
- BENCHES, PICNIC TABLES
- PARKING (except handicapped)
- LEGAL FEES
- EQUIPMENT PURCHASE

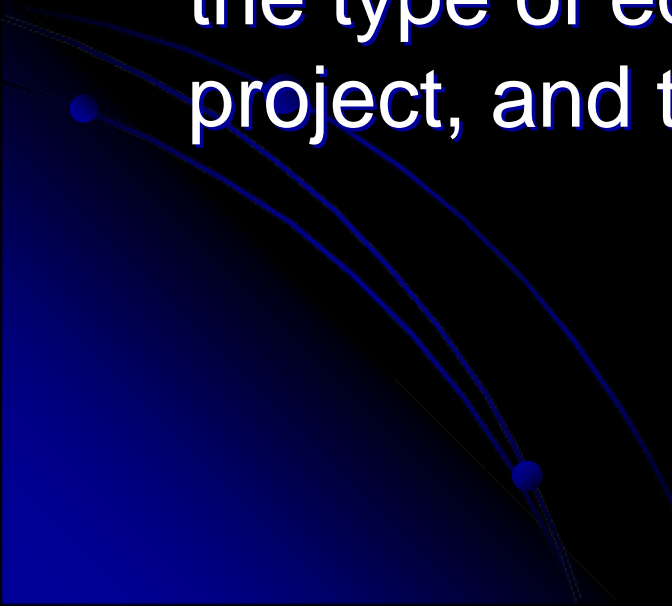
Equipment Purchase

- Generally, equipment purchase is not an eligible cost under the LWCF program however, there are exceptions and decisions are made on a case by case basis.
- Equipment used in the conduct of a project – with the approval of ADECA, this may be an eligible cost.
- Equipment required to make a facility initially operational – with the approval of ADECA, this may be an eligible cost.

Force Account and In-Kind Equipment Use

- Rates will be established by ADECA using the *Equipment Rental Rate Blue Book*.
- Documentation that should be submitted on the time sheets for each worker includes:
 - Nature of equipment use and equipment description
 - Daily hours equipment was utilized on the project
 - Hourly compensation rate
 - Total equipment rental value
 - **MUST obtain rates from ADECA before submitting reimbursement request!**

Equipment Rental

- Is an eligible expenditure when it is the most efficient and economical method to acquire the use of the item.
 - Must submit copy of the invoice showing the type of equipment, hours used on the project, and the rate charged.
- 

Contract Construction

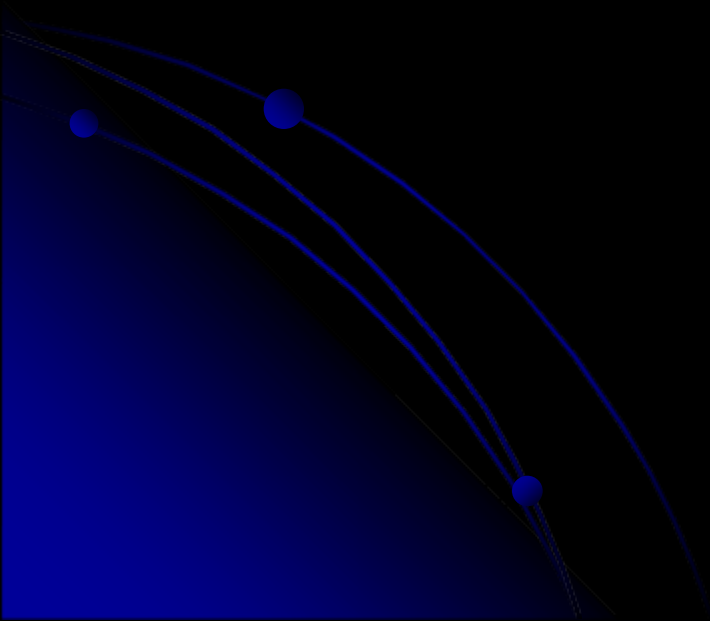
- Procurement methods previously discussed.
- First reimbursement request MUST include (unless it has been submitted previously):
 - Copy of formal advertisement, with invoice indicating dates run in the newspaper.
 - Copy of bid tabulation with signature of the person responsible for recording bids.
 - Copies of all bids received.
 - Copy of contractual agreement between the contractor and project sponsor.
 - Copy of contractors estimate or request for payment.
 - Copy of required payment and performance bonds.
 - Copies of any change orders.

Informational Signage

Signage used for information and direction (as long as they are related to the project), including the permanent acknowledgement sign are eligible costs. Display boards and exhibits may also be eligible for reimbursement and should have been outlined in the application.

Prior approval from ADECA must be obtained!

Contracting and Change Orders



Project Amendments

- Include changes in:
 - Project scope
 - Cost estimates
 - Project period
- May require a formal written amendment
- Must be:
 - Presented to ADECA in writing
 - Approved prior to implementation


General Rule

- Contracts must be written, signed and executed in the name of the municipality.
- Formal sealed bids must be accepted for materials or services contracts equal to or exceeding \$15,000. Construction contracts are governed by the Public Works Law.
- Changes to contracts must be written and must meet criteria set forth by the Attorney General.

Change Order

“A change order is a written order to the contractor signed by the owner and the architect, issued after execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by change order. A change order signed by the contractor indicates his agreement therewith, including the adjustment in the contract sum or the contract time.” S. Siegfried, *Introduction to Construction Law*, Sec. 2.05(b), page 28 (1987).


Change Orders

- Under what circumstances is a change order necessary?
 - What purpose does a change order serve?
- 

Change Orders

- Are necessary when:
 - The contract amount is increased or decreased
 - The contract time is increased or decreased
 - There is a material change in the work or scope of work.
- Change orders may not exceed 10% of the contract price.

Handling Change Orders

- Each construction contract should address the method for which changes can be made to the contract.
 - The change order must be:
 - Requested
 - Approved
 - Signed by both parties
- 

*** WARNING ***

- Most denied reimbursements are caused by errors in Bidding, Contracting, and Procurement.
- Don't let this happen to you!
- Use the “Checklist for Construction Contract Procedures”

The Bottom Line is.....

If you're not sure –

CALL US!



Grant Close-Out

- Final reimbursement request
- Certification signed by engineer and/or CEO
- Final inspection
- Copy of deed with “Notice of Limitation of Use” provision recorded therein
- Two copies of the “as-built” site plan/property boundary area map (no larger than 14” by 17”)

“As-Built” Site Plan/Boundary Area Map (14” x 17” max)

- Identification of the park boundary – preferably to scale (must include distances and bearings)
- Names of adjacent streets or other natural or man-made landmarks
- All easements of record
- Existing overhead wires in or immediately adjacent to the park
- Location of acknowledgment sign
- Facilities built with LWCF assistance
- Facilities not built with LWCF assistance
- Project name and number
- Date “as-builts” were prepared
- North arrow
- Scale used for project boundary
- Signature of sponsor’s chief elected official
- Longitude and Latitude of park entrance

“Notice of Limitation of Use”

The property identified in this deed has been acquired an/or developed with federal financial assistance provided by the National Park Service of the U.S. Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By Law, the Secretary shall approve such conversion only if he finds it to be in accord with then existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

FINAL BILLING

- All financial, performance, and other required reports/maps must be submitted to ADECA within 30 days after the date the project is completed.
- The completion date is the date that all work on the project is complete or the performance period end date on the LWCF grant agreement.
- Final billings may be adjusted if necessary.
- ADECA will withhold 5% of total grant amount until Final Inspection is conducted.

***** WARNING *****

- **KEEP TRACK OF YOUR PERFORMANCE PERIOD END DATE!**
- **WE WILL NOT SEND REMINDERS!**
- **NO REIMBURSEMENT FOR COSTS INCURRED AFTER END DATE**
- **NO REIMBURSEMENT FOR REQUESTS SUBMITTED 60 DAYS AFTER END DATE**

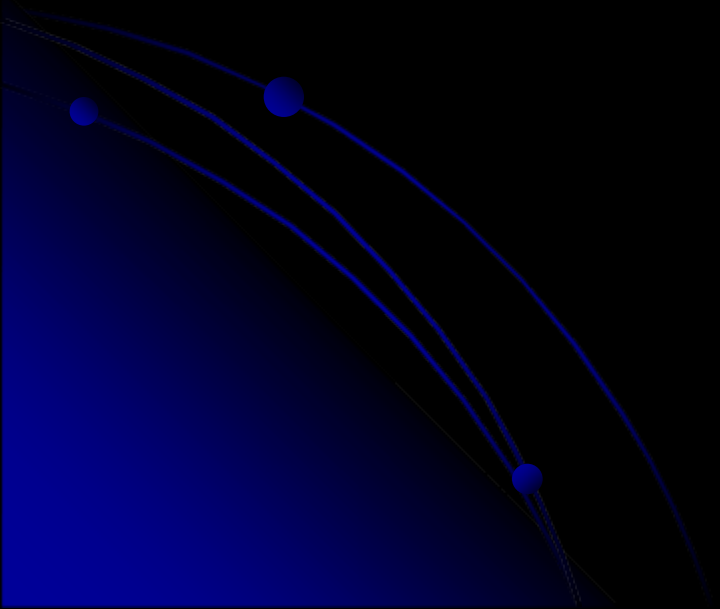
FINAL BILLING

- If the reimbursement requested is for the entire amount of the grant, or if the reimbursement request is for the entire remaining balance, then the entire reimbursement request will be held until ALL project close-out requirements have been met!

\$ CASH FLOW \$

- If cash flow is a problem, submit reimbursement requests regularly
- If possible, use other funds to cover costs then repay them with reimbursements
- Allow 45-60 days from the date we receive it to receive your reimbursement
- Final reimbursement requests almost always take longer to process

Income



Income During Project Period

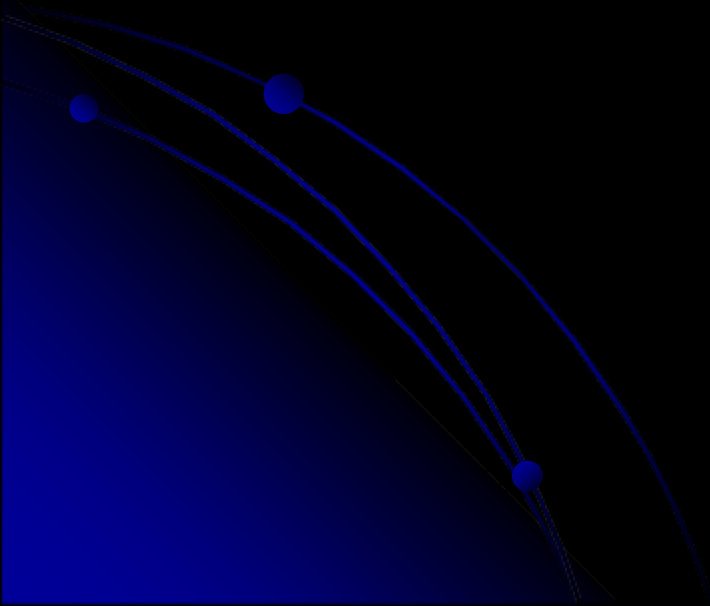
Income from sources other than the intended recreational use of land acquired or developed with LWCF assistance will be deducted from the total project costs when determining the net cost upon which the federal share will be based upon. Income that must be credited includes:

- The sale or rental of structures.
- The sale or rental of timber or extraction of minerals.
- The lease or rental of the land.

Income After Project Period

- Income from the sale of improvements, structures and appurtenances acquired with LWCF funds must be used to reduce the cost of other LWCF assisted projects or be applied to other recreation development in the community regardless of when the sale occurs. Should the sponsor have no plans to request additional assistance, the income must be used to further develop outdoor recreation at the assisted site, or at another outdoor recreation site operated by the project sponsor.
- All other income may be used at the discretion of the project sponsor.

Post Completion Responsibilities

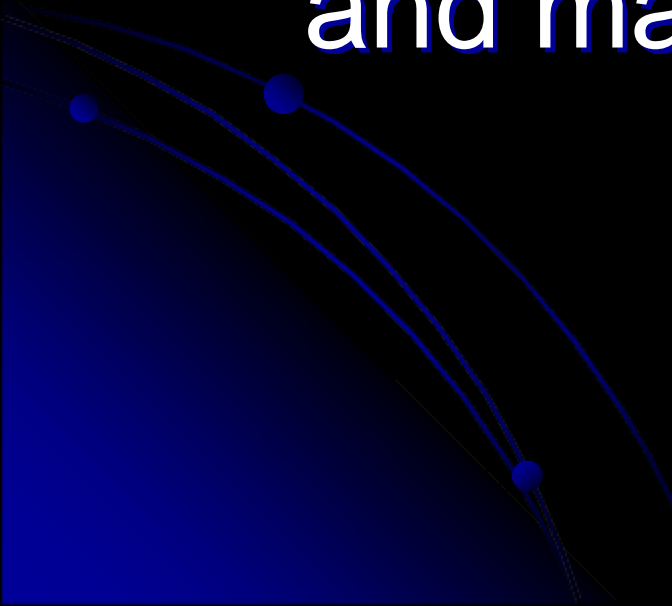


Retention and Use

- Property acquired or developed with LWCF assistance must be maintained for public outdoor recreation in perpetuity.
 - Amount of participation of the Fund is not considered.
 - Secretary of the Department of the Interior must approve conversions.
- Title VI, Civil Rights Act of 1964.
- Project acknowledgement sign.

Operation & Maintenance

Property acquired or developed with LWCF assistance shall be operated and maintained as follows:



Operation & Maintenance

- The property shall be maintained so as to appear attractive and inviting to the public.
- Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

Operation & Maintenance

- Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.

Operation & Maintenance

- **Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.**

Post Completion Inspections

- Retention and use
- Appearance
- Maintenance
- Management
- Availability
- Environment
- Signage

Operation & Maintenance

- The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area and facility.
- A posted LWCF acknowledgement sign shall remain at the project site.

Future Development

- Lighting
- Burial of all utility lines
- Design standards
- Accessibility to physically handicapped
- Energy efficiency
- Program accessibility including fee schedule

INDOOR STRUCTURES

- BUILDINGS WITH FOUR WALLS AND A ROOF ARE CONSIDERED TO BE INDOOR ACTIVITY STRUCTURES ONLY, AND GENERALLY SPEAKING, ARE NOT ALLOWED WITHIN THE 6(f)(3) BOUNDARIES OF A LWCF ASSISTED AREA!

INDOOR STRUCTURES

STRUCTURES THAT ARE GENERALLY ALLOWABLE:

- RESTROOMS, COMFORT STATIONS, BATH HOUSES
- MAINTENANCE AND UTILITY BUILDINGS (OF A REASONABLE SIZE)
- BATTING CAGES
- CONCESSION STANDS
- PRESS BOXES/ANNOUNCING BOOTHS
- DUGOUTS
- PAVILIONS AND SHELTERS (OPEN ON AT LEAST 3 SIDES)

INDOOR STRUCTURES

STRUCTURES THAT ARE NOT ALLOWED:

- SPECIAL USE INDOOR ACTIVITY BUILDINGS, SUCH AS SENIOR CENTERS, BOY SCOUT HUTS
- ENCLOSED SWIMMING POOLS
- GYMNASIUMS
- RECREATION AND/OR CIVIC CENTERS
- CELLULAR, RADIO, TV TOWERS

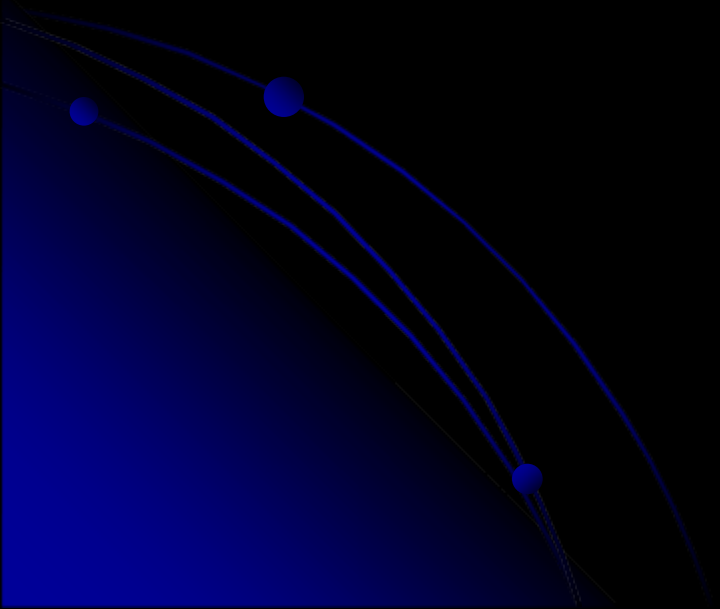
The Bottom Line is.....

If you're not sure –

CALL US!



Any Questions?



DON'T LEAVE YET!!

- **YOU MUST SIGN AN ATTENDANCE CERTIFICATION FORM!**
- **PLEASE SEE ROB OR JODY!**

**So, go take a hike...
to your new park!**

Thank you for your attendance!

Drive Carefully!

