

EXHIBIT B

Cuchara Area Wildfire Mitigation Project

Applicable State and Federal Special Provisions

The contractor shall specifically note and agree with the following provisions which are incorporated into this contract without limitation:

A) "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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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 as 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.
- (6) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.”

- B) “With regard to the Contract Work Hours and Safety Standards Act the Contractor agrees:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

- C) "With regard to State and Federal Reporting Requirements and Regulations, the contractor specifically notes and understands:

(1) General. The Colorado Division of Homeland Security and Emergency Management (DHSEM) is using Hazard Mitigation Grant Program dollars awarded to Huerfano County to pay, in whole or in part, for the costs incurred under this contract. As a condition of the Hazard Mitigation Grant Program, under major disaster declaration DR-4145, DHSEM requires Huerfano County to provide various forms of financial and performance reporting.

a. It is important that the contractor is aware of these reporting requirements, as Huerfano County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will satisfy reporting requirements to FEMA.

b. Failure of Huerfano County to satisfy reporting requirements to DHSEM and/or FEMA is a material breach of the State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

(2) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

a. 44 C.F.R. 13.40 (Monitoring and Reporting Program Performance)

b. 44 C.F.R. 13.41 (Financial Reporting)

c. 44 C.F.R. 13.50(b) (Reports)

d. 44 C.F.R. 206.204(f) (Progress Reports)

e. 44 C.F.R. 206.438(d) (Closeout Requests)

f. 44 C.F.R. 207.8(d) (Closeouts Requirements)

g. 2 C.F.R. 200.333 (File Retention)

h. 2 C.F.R. 200.338 (Non-Compliance)

i. 2 C.F.R. 200.501 (Audit Requirements)

j. Section 705 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act

k. State of Colorado Department of Public Safety Division of Homeland Security & Emergency Management and Huerfano County Grant Agreement, section 8 "Reporting-Notification," section 9 "Grantee Records," section 10 "Confidential Information-State Records" and Exhibit E "Environmental Report & Closeout Procedures".

(3) Financial and Performance Reporting. Huerfano County is required to submit to the following financial reports to DHSEM:

a. Quarterly Financial Status and Progress Reports. Grantee (Huerfano County) shall submit quarterly financial status and programmatic progress reports for each project identified in the State agreement using the procedures and forms provided by the Division of Homeland Security and Emergency Management throughout the life of the grant.

b. Quarterly Report Frequency. Quarterly Financial Reports to DHSEM are due on January 15, April 15, July 15, and October 15.

c. Final Report. Huerfano County shall submit final financial reconciliation, final cumulative grant/project accomplishments, and all required project closeout documentation within 45 days of the end of the project/grant period.

D) "With regard to Access to Records:

(1) The contractor agrees to provide the Colorado Division of Homeland Security and Emergency Management, Huerfano County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

E) "With regard to Retention of Records:

The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Huerfano County, the Colorado Division of Homeland Security and Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

F) With regard to the Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to Huerfano County and understands and agrees that Huerfano County will, in turn, report each violation as required to assure notification to the Division of Homeland Security and Emergency Management, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

G) "With regard to the Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to Huerfano County and understands and agrees that Huerfano County will, in turn, report each violation as required to assure notification to the Division of Homeland Security and Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."

H) "With regard Energy Conservation:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act."

I) "With regard to Suspension and Debarment, the contractor understands and agrees:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Huerfano County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Colorado State and Huerfano County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Additionally, the successful contractor shall comply will all Federal and State law and specifically those stated herein.

The following are incorporated into this contract without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-301, et seq., Colorado Revised Statues 1997, as amended
11. The applicable of the following:
 - i. Cost Principles for State, Local and Indian Tribal Governments, 2 C.F.R 225, (OMB Circular A-87)
 - ii. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133)
 - iii. Immigration Status-Cooperation with Federal Officials, CRS 29-29-101 et seq.
 - iv. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333
 - v. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et seq.
 - vi. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593, and the Archaeological and Historical Preservation act of 1974, 16 U.S.C. 469a-1 et seq.
 - vii. Robert T. Stafford Disaster Assistance and Emergency Relief Act, 42 U.S.C. 5121 et seq., as amended.
 - viii. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et seq.
 - ix. Comprehensive environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 104.
 - x. Department of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, Public Law 99-145, 50 U.S.C. 1521.
 - xi. USA Patriot Act of 2001, (Pub. L. 107-56).
 - xii. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171).
12. Federal Emergency Management Agency, Department of Homeland Security Regulations: All applicable Portions of 44 C.F.R. 1, with the following parts specifically noted and applicable to all grants of FEMA/DHS funds:
 - i. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
 - ii. Government wide Debarment and Suspension and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
 - iii. New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6)
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352

15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, Part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et seq., or subtitle A of title I of the Energy Policy Act of 2005 (including amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212
17. Buy American Act, 41 U.S.C.10a et seq.
18. Relevant Federal and State Grant Guidance