
EXHIBIT B

2019 Spring Creek Fire Emergency Watershed Protection Program

EWP Phase 1C Majors Ranch

Applicable State and Federal Special Provisions

The contractor shall understand the inherent responsibilities involved with, and agree to comply to, 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. Huerfano County is using Department of Public Safety DHSEM and Department of Agriculture NRCS Emergency Watershed Protection funding to pay, in whole or in part, for the costs incurred under this contract. As conditions of these funding resources, the DHSEM and the NRCS require 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 Colorado DHSEM and the NRCS.

b. Failure of Huerfano County to satisfy reporting requirements to DHSEM and/or NRCS 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, NRCS policy, and other sources setting forth these reporting requirements are as follows:

a. 2 CFR 200.327-329 (Performance and Financial Monitoring and Reporting)

b. 2 CFR 200.330-332 (Subrecipient Monitoring and Management)

c. 2 CFR 200.333-337 (Record Retention and Access)

d. 2 CFR 200.338-342 (Remedies for Non-Compliance)

e. 2 C.F.R. 200.501 and 2 CFR 200 subpart F (Audit Requirements)

(3) Financial and Performance Reporting. Huerfano County is required to submit to the following financial reports to NRCS and Colorado 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 Colorado DHSEM and the NRCS throughout the life of the grant.

b. Quarterly Report Frequency. Quarterly Financial Reports to DHSEM and the NRCS are due on January 30, April 30, July 24, and October 30.

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 Natural Resources Conservation Service, Colorado Division of Homeland Security and Emergency Management, Huerfano County, 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 NRCS 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 Natural Resources Conservation Service, the Colorado Division of Homeland Security and Emergency Management, 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 Natural Resources Conservation Service, 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 NRCS.

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, Natural Resources Conservation Service, 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 NRCS.”

H) “With regard to 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.”

In addition, the recipient and recipients of any subaward under this award, agree to comply with the following Federal Regulations, Acts of Congress, and special provisions as applicable. The full text of Code of Federal Regulations may be found at

<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and
<http://www.ecfr.gov/>

1. 2 CFR 25 (Universal Identifier and System of Award Management)

2. 2 CFR 170 (Reporting Subaward and Executive Compensation Information)
3. 2 CFR 182 (Government-wide Requirements for Drug-Free Workplace)
4. 2 CFR 175 (Award Term for Trafficking in Persons)
5. 2 CFR 417 (Nonprocurement Debarment and Suspension)
6. 2 CFR 418 (New Restrictions on Lobbying)
7. 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
8. 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. Federal Fair Labor Standards Act of 1938, 29 U.S.C. 203
 - vi. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et seq.
 - vii. 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.
 - viii. Robert T. Stafford Disaster Assistance and Emergency Relief Act, 42 U.S.C. 5121 et seq., as amended.
 - ix. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et seq.
 - x. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 104.
9. Privacy Act of 1974, 5 U.S.C. S 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act.
10. Farm Security and Rural Investment Act of 2002 Title 11 section 1244 with respect to privacy of personal information relating to natural resources conservation programs.
11. Food, Conservation, and Energy Act of 2008 (PL110-246), USC 8791 section 1619 regarding the disclosure of protected information.
12. 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).
13. The Grantee agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:" 1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive

such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this grant provision are no longer in effect. 3. The prohibition in paragraph (1) of this grant provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If USDA-NRCS determines that you are not in compliance with this grant provision, USDA-NRCS: a. Will prohibit your use of funds under this grant, in accordance with sections 742 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and b. May pursue other remedies available for your material failure to comply with grant terms and conditions.

14. 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
15. The recipient, and all subrecipients, acknowledge and support the following with regard to Patents, Inventions, and Copyrights: (A) Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support. (B) In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to: Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW Room 6823 South Building Washington, DC 20250 (C) USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically. (D) The following acknowledgement of USDA-NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this grant: "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number NR183A750022C001." In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement: "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture." (E) All publication printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement: "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service. The subrecipient is responsible for ensuring that an acknowledgment of USDA-NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this grant.

16. The Colorado Governmental Immunity Act 24-10-10, *et seq.*, CRS (the "GIA")
17. Relevant Colorado State Regulations regarding the safeguarding of Personally Identifiable Information as identified in 24-71-103(1)(i), CRS and 24-73-101 *et seq.*, CRS