

RESOLUTION 17-5

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL COUNTY WATER CONTROL DISTRICT AUTHORIZING THE CHAIRPERSON OF THE BOARD OF SUPERVISORS TO SIGN THE EXPERT CONSULTING/PROFESSIONAL SERVICES AGREEMENT BETWEEN SULZER GROUP, LLC AND CENTRAL COUNTY WATER CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Hurricane Irma made landfall in Florida and the Hendry County area, including Central County Water Control District, on approximately September 4, 2017;

WHEREAS, as a result of Hurricane Irma, Central County Water Control District facilities and properties were damaged and filled with large amounts of debris;

WHEREAS, to begin the provision of emergency recovery services in Hendry County and throughout Florida, Declarations of Emergency were declared by the President of the United States of America (DR 43327), Governor of Florida (Executive Order No. 17-235), Hendry County (Proclamation dated Sept. 5, 2017, and subsequent amendments thereto) and Central County Water Control District (Resolution No. 17-2);

WHEREAS, Central County Water Control District may be eligible to receive federal funding under the Robert T. Stafford Act and other disaster recovery programs because of Hurricane Irma;

WHEREAS, Central County Water Control District is under exigent circumstances to initiate its recovery efforts and lacks the time and expertise to apply for federal funding;

WHEREAS, Central County Water Control District has determined that solicitation of competitive bids for disaster recovery services is impracticable under the present State of

Emergency and under Chapter 252, Florida Statutes, desires to authorize the Chairperson of the Board of Supervisors to execute a contract with Sulzer Group;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Central County Water Control District as follows:

Section 1. The Board of Supervisors hereby grants authority to the Chairperson of the Board of Supervisors to sign the Expert Consulting/Professional Services Agreement, dated October 25, 2017, on behalf of Central County Water Control District with Sulzer Group, LLC, a copy of which is attached hereto and incorporated herein.

Section 2. This Resolution shall take effect upon adoption.

PASSED AND APPROVED by the Board of Supervisors of the Central County Water Control District this 25th day of October 2017.

**BOARD OF SUPERVISORS
CENTRAL COUNTY WATER CONTROL DISTRICT**


By: BRUNO NARANJO, Chairperson

ATTEST:


By: CAROLYN HESTER, District Manager

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:


By: JOHN J. FUMERO, District Attorney

Expert Consulting / Professional Services Agreement

THIS EXPERT CONSULTING / PROFESSIONAL SERVICES AGREEMENT signed on the dates hereinafter set forth and made effective the 25th day of October 2017 (the "Agreement") is entered into by and between Central County Water Control District located at 425 S. Cabbage Palm Street, Clewiston, Florida 33440 represented herein by its duly authorized agent Bruno Naranjo (hereinafter "CCWCD" and/or "Water District") and the Sulzer Group, LLC located at 650 Poydras Street, Suite 2828, New Orleans, Louisiana 70130 represented by its duly authorized agent Deborah M. Sulzer (hereinafter "Project Manager").

1. Whereas, CCWCD facilities were damaged and large amounts of debris filled CCWCD's properties as the result of Hurricane Irma, occurring on or about September 4, 2017; and
2. Whereas, the President of the United States declared Hurricane Irma a Major disaster on September 10, 2017 (the "Event" or "DR 4337"); and
3. Whereas, the Governor of the State of Florida declared a State of Emergency to exist in all counties in Florida due to Hurricane Irma on September 4, 2017 (Executive Order No. 17-235); and
4. Whereas, Hendry County proclaimed a State of Emergency to exist in all of Hendry County, including CCWCD, on September 5, 2017 due to Hurricane Irma; and
5. Whereas, CCWCD proclaimed a State of Emergency to exist in CCWCD on October 25, 2017 (Resolution 17-2, effective September 4, 2017) due to Hurricane Irma; and
6. Whereas, CCWCD may be eligible to receive federal funding under the Robert T. Stafford Act and other disaster recovery programs as a result of the Event; and
7. Whereas, CCWCD feels it is under exigent circumstances to initiate its recovery efforts and lacks the time and expertise to pursue its application for available funding; and
8. Whereas, CCWCD determined that competitively bidding the services in this Agreement is impracticable under the present circumstances and that, under the provisions of Chapter 252, Florida Statutes, CCWCD desires to Agreement with the Project Manager on an emergency basis to assist with its disaster recovery efforts.

NOW THEREFORE, IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

2 Engagement

Water District hereby engages Project Manager and Project Manager hereby agrees to perform all services required to pursue grant funding for reconstruction and disaster recovery efforts resulting from the Event, as well as, to manage and administer CCWCD's efforts to receive the maximum allowable reimbursement for eligible recovery expenses from FEMA.

The Project Manager will provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the best interests of the Water District.

All Services are to be provided by Project Manager as Water District's Representative. Services to be performed by the Project Manager shall include those as set forth in this Agreement in the Scope of Services section as determined by the Water District based upon the nature and type and needs of the project.

2. Scope of Services

The Scope of Services shall include but not be limited to the following:

3.1 Administration

- 3.1.1 Provide professional assistance obtaining FEMA and Florida DEM reimbursement for expenses incurred as a result of the Event, including but not limited to:
 - 3.1.1.1 Submitting a Request For Public Assistance, and any other related forms thereto;
 - 3.1.1.2 Developing the approach to capturing, filing, and tracking costs;
 - 3.1.1.3 Collection of cost documentation for costs incurred;
 - 3.1.1.4 Development of project worksheets to support FEMA reimbursement requests;
 - 3.1.1.5 Internal auditing of project worksheets and costs incurred to identify areas of concern which may jeopardize funding, including the review of recovery services contracts, vendor qualifications, and other purchasing documentation;
 - 3.1.1.6 Assist CCWCD Staff in training efforts on FEMA documentation requirements;
 - 3.1.1.7 Assist in damage assessments and specific recovery project identification
- 3.1.2 Ensure compliance with all federal statutes, rules, and regulations relating to eligible reimbursement of disaster preparation and recovery, including the FEMA Field Manual for procurement.

3.2 Other Services

- 3.2.1 Assist in the management of any Special Projects undertaken by Water District. Special Projects may include but not be limited to establishment of temporary facilities, repair of existing facilities, demolition of existing damaged facilities, debris removal, emergency protective measures and decommissioning of temporary facilities.
- 3.2.2 Such other services as Water District and Project Manager mutually determine in writing, executed by both parties, are necessary for the completion of the Project.
- 3.2.3 Assist Water District in connection with management of any Federal Public Assistance Disaster Grant including but not limited to:
 - 3.2.3.1 Attend meetings with Federal and/or State representatives;
 - 3.2.3.2 Respond to and/or prepare Federal Emergency Management Agency (FEMA)/Florida Department of Emergency Management (Florida DEM) documentation requests relating to the project;

- 3.2.3.3 Assist Water District with the preparation and submittal of applications for disaster recovery funding;
 - 3.2.3.4 Assist in determining the scope of the project and obtaining any required approvals from FEMA and/or Florida DEM;
 - 3.2.3.5 Manage the assessment of facilities damaged by federally declared events to evaluate eligibility for grant funding;
 - 3.2.3.6 Draft or review and submit Damage Descriptions & Dimensions (DDD) and resulting Scope of Work (SOW) for the development of grant funding;
 - 3.2.3.7 Assist in scope alignment analysis and determination for replacement facilities;
 - 3.2.3.8 Prepare repair vs replacement cost models and present to FEMA (if required)
 - 3.2.3.9 Prepare Alternate or Improved Project Requests (if necessary)
 - 3.2.3.10 Prepare cost estimates for damage assessments;
 - 3.2.3.11 Prepare reports and/or requests for reimbursement;
 - 3.2.3.12 Submit Requests for Reimbursements (RRF's) to Florida DEM
 - 3.2.3.13 Track status of RRF's submitted to assist with cash flow planning and payment to contractors;
 - 3.2.3.14 Prepare project cost reconciliations;
 - 3.2.3.15 Evaluate/Estimate cost overruns for purpose of project closeout;
 - 3.2.3.16 Prepare PW Version Requests for cost adjustments;
 - 3.2.3.17 Prepare PW Version Requests for Scope alignment;
 - 3.2.3.18 Prepare files for closeout;
 - 3.2.3.19 Assist in grant closeout and provide audit support;
 - 3.2.3.20 Provide CCWCD with copies of all project / grant documentation in both hard copy and electronic form;
 - 3.2.3.21 Other related duties as requested by CCWCD in writing.
- 3.2.4 The Cost associated with 2.4 above shall be billed separately, on an hourly basis at the rates listed in Exhibit A (attached to this agreement and made a part hereof) and shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) without written authorization from Water District, executed by both parties. The rates in Exhibit A will remain fixed through the Initial Term of this Agreement and may be adjusted if the Agreement is extended in writing, executed by both sides, and in accordance with Section 3. Project Manager certifies that the rates in Exhibit A have been deemed "cost reasonable" for projects of a similar size and complexity, which used public assistance grant funding.

3. Term of the Agreement

The term of this Agreement will begin on October 25, 2017 and will remain in full force until December 31, 2017, unless terminated in accordance with Section 9 of this agreement. Any extensions of this Agreement must be in writing, negotiated and executed by both parties.

4. Insurance

The Project Manager shall procure and maintain at all times during the term of this Agreement general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance in accordance with that required by Florida law. In advance of the commencement of services under this agreement the Project Manager shall provide Water District with a certificate of insurance

reflecting the aforementioned general liability coverage. Said policy shall provide that the Water District must be given thirty (30) days advance notice in writing of any material changes or cancellation of any such policy(ies) of insurance.

5. Compensation

5.1 For the Services provided by Project Manager under this Agreement, except services included in 2.4, the Water District shall compensate Project Manager on an hourly basis in accordance with the rates listed in Exhibit A of this Agreement and shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) without written authorization from the Water District.

5.2 Compensation for Services set forth in section 2.4 above shall be paid in accordance with that section, the total of which shall not exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) without Water District's authorization via a written amendment to this Agreement, executed by both parties.

5.3 All compensation for services provided by Project Manager shall be paid pursuant to the Florida Local Government Prompt Payment Act (§§ 218.70-218.80, F.S.).

6. Reimbursable Expenses

Project Manager shall be entitled to be reimbursed from time to time for all reasonable and necessary expenses incurred by Project Manager in connection with providing the Services hereunder. Project Manager shall not incur any expense without written authorization of Water District. Project Manager shall furnish statements and vouchers to Water District for all expenses for which reimbursement is sought. Reimbursements due to Project Manager shall be paid at cost by Water District in accordance with Florida's Local Government Prompt Payment Act.

7. Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally or by registered mail. The addresses for any notices to be delivered to any of the parties to this Agreement are as follows:

If to CCWCD:

Central County Water Control District
Attention: Carolyn Hester
425 S. Cabbage Palm Street
Clewiston, Florida 33440

With a carbon copy to:

John J. Fumero, Esq.
Nason, Yeager, Gerson, White, & Lioce,
P.A.
750 Park of Commerce Blvd., Suite 210
Boca Raton, FL 33487

If to Project Manager:

The Sulzer Group, LLC
Attention: Deborah Sulzer
650 Poydras Street Suite 2828
New Orleans, Louisiana 70130

Or to such other address as to which any party may from time to time notify the other in writing.

8. Assignment

The Project Manager shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of CCWCD.

9. Termination

Either party may terminate this Agreement with or without cause upon five (5) days' notice in writing to the other party. If terminated by Water District, then the Project Manager will be paid up through the date of cancellation for services rendered and reimbursed for any authorized costs through the date of cancellation.

10. Solicitation

The Project Manager has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Agreement. The Project Manager has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, Water District, percentage, gift, or any other consideration contingent upon or resulting from the subject Agreement. Project Manager agrees that it shall not induce, by any means, any employee to give up any portion of his or her compensation to which he or she is otherwise entitled. The Water District or Project Manager is required to report all suspected or reported violations to the appropriate federal/state agency.

11. Titles/Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

12. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

13. Capacity/Independent Contractor

It is expressly agreed that Project Manager's relationship with CCWCD is that of an independent contractor and not as an employee in providing the Services hereunder. The relationship between the Project Manager and CCWCD shall not be construed as that of an employer-employee, agent, partner, or joint venture with CCWCD..

14. Additional Terms and Conditions

Water District and Project Manager agree to bind themselves by the additional terms and conditions outlined in Exhibit B, attached to this Agreement and made a part hereof.

15. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

16. Time of the Essence

Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

17. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. Any letter agreement between the parties is hereby superseded and replaced by this Agreement.

18. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

20. Audits and Records Requirements

In accordance with section 119.0701, F.S., the Project Manager is considered a "Contractor" and must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Project Manager must provide the public and CCWCD's records custodian, Carolyn Hester, with access to such records in a reasonable time and in accordance with access and cost requirements of Chapter 119, F.S. Further, the Project Manager shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Project Manager shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to CCWCD, at no cost to CCWCD, all such records in the

possession of the Project Manager and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Records that are stored electronically must be transferred to CCWCD in a format that is compatible with the CCWCD's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CAROLYN HESTER, CCWCD'S CUSTODIAN OF PUBLIC RECORDS, AT (863) 983-5797; CCWCD1@GMAIL.COM; 425 S. CABBAGE PALM STREET, CLEWISTON, FLORIDA 33440.

21. Public Entities Crimes Act.

As provided in sections 287.132 and 287.133, F.S., by entering into this Agreement and performing any work in furtherance hereof, the Project Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), F.S.

IN WITNESS WHEREOF the parties have duly executed this **Expert Consulting / Professional Services Agreement** this 9th day of October 2017.

Central County Water Control District

BY: 

Bruno Naranjo
Chairperson, Board of Supervisors

Title: District Manager

Sulzer Group, LLC

BY: 

Deborah M. Sulzer

Title: Chief Executive Officer



Exhibit A

Expert Consulting / Professional Services Agreement
Central County Water Control District

The Sulzer Group
Hourly Rate Schedule
9-Oct-17

<u>Position</u>	<u>Rate</u>
Project Executive - Firm Principal	\$225
Senior Project Manager	\$185
Project Manager	\$165
Sr. Construction Manager	\$185
Construction Manager	\$165
Sr. Estimator	\$165
Estimator	\$125
Accountant / Program Compliance	\$110
Reimbursement Specialist	\$95
Project Coordinator	\$75
Administrative Support	\$65

Exhibit B
to
EXPERT CONSULTING AND PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CENTRAL COUNTY WATER CONTROL DISTRICT
AND
THE SULZER GROUP LLC

**Additional Contract Terms for Federally Funded or Assisted
Projects**

The following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1) Notes:

- a. "Contract" means this Agreement.
- b. "Professional" means the party opposite CCWCD executing this Agreement (i.e., the prime contractor to CCWCD), also referred to below as "Contractor".
- c. "Prime Contract" means the grant between CCWCD and the cognizant government agency.
- d. "Subcontract" means any contract placed by Professional with any third party in performance of this Contract.
- e. "Subcontractor" means any third party the Professional enters into a Subcontract with in performance of this Contract.
- f. "CCWCD" means Owner.

2) Instructions:

- a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Professional to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through CCWCD. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to CCWCD.
- b. Professional shall flow down the below provisions to all Subcontractors as required by law and regulation, and require all of its Subcontractors to similarly flow down such requirements.

3) Applicable to All Federally for Potentially Federally Funded Contracts and Subcontracts at all Tiers that Exceed the Small Purchase Threshold (as defined at 2 C.F.R. Part 215):

- a. Equal Employment Opportunity — Professional shall comply with E.O. 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) —All Contracts and Subcontracts in excess of \$2000 for construction or repair awarded by Professional or Subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Professional or Subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Professional or Subcontractor shall report all suspected or reported violations to CCWCD and the Federal awarding agency.
- c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) —When required by Federal program legislation, all construction contracts awarded by CCWCD, the Professional or the Subcontractors of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, the Professional and Subcontractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor, in addition, the Professional and Subcontractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Professional and Subcontractors shall report all suspected or reported violations to CCWCD and the Federal awarding agency.
- d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) —Where applicable, the Contract (and Subcontracts), if in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts (and Subcontracts) that involve the employment of mechanics or laborers, shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under section 102 of the Act, the Professional and Subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. Rights to Inventions Made Under a Contract or Agreement —If the Contract or Subcontracts are for the performance of experimental, developmental, or research work, such Contract/Subcontract provides for the rights of the Federal Government and CCWCD in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended —The Contract and Subcontracts in excess of \$100,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations

shall be reported to CCWCD and the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) —The Professional and Subcontractors who apply or bid for an award of \$100,000, upon acceptance of the contract certify their compliance with the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to CCWCD.
- h. Debarment and Suspension (E.O.s 12549 and 12689)—The Contract and Subcontracts, if expected to equal or exceed \$25,000 and certain other contract awards (see 2 C.F.R. § 180.220), shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

The Excluded Parties List System has recently been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

4) Applicable to all FEMA for Potentially FEMA Funded) Contracts and Subcontracts at All Tiers as Stipulated Below in Parenthesizes:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). (All construction contracts awarded in excess of \$10,000 CCWCD and their contractors or subcontractors).
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). (All contracts and subcontracts for construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R, Part 5). (Construction contracts in excess of \$2000 awarded by CCWCD, its contractors and subcontractors when required by Federal grant program legislation).
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). (Construction contracts awarded by CCWCD, its contractors and subcontractors in excess of \$2000, and in excess of \$2500 for other contracts/subcontracts which involve the employment of mechanics or laborers).
- e. Notice: This Contract and Subcontracts are subject to awarding agency-specific requirements and regulations pertaining to reporting.
- f. Notice: This Contract and Subcontracts are subject to the awarding agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Notice: This Contract and Subcontracts are subject to the awarding agency's requirements and regulations pertaining to copyrights and rights in data.

- h. CCWCD, the Professional, Subcontractors, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Professional/Subcontractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
- i. The Professional/Subcontractor shall retain all required records for a minimum of three years after the closeout of the federally funded grant program. At the conclusion of the aforementioned retention period, under no circumstances will Contractor/Subcontractor dispose of or destroy any required records before obtaining the written approval of CCWCD. CCWCD reserves the right to have copies of all such documents produced for CCWCD and at CCWCD's expense, prior to Contractor's/Subcontractors' disposal or destruction of such documents.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(b)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). (Contracts and subcontracts in excess of \$100,000)
- k. Compliance with the 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 (Pub. L. 94-163, 89 Stat. 871).