

Agenda Item: 8.a.

Memorandum

To: Projects, Programs, and Operations Subcommittee
From: Lori Ann Laster, Stormwater Management Engineer
Date: June 28, 2013
Re: Contracts with MAPA to Manage King Lake Buyout Program in Douglas County

In the Hazard Mitigation Grant Application to the Federal Emergency Management Agency for the King Lake project, the District included funds to have the Metropolitan Area Planning Agency (MAPA) manage the program. The application was for the purchase and demolition of 42 separate properties with all associated costs.

MAPA has submitted two separate contracts to the District, one for the management of the acquisition of the properties and one for the management of the demolition of the properties. FEMA has requested that the two contracts be separate. The scope of work for the contracts includes:

- Record keeping as required by FEMA;
- Assistance with procurement of necessary professional services such as appraisers and contractors;
- Assistance with property owner contact and negotiations; and
- Preparation of the necessary reports and requests for reimbursement to FEMA.

MAPA will bill the District on an hourly rate not to exceed the cost of \$63,000 for the acquisition management contract and \$105,000 for the demolition management contract totaling \$168,000.

- **Management recommends that the Subcommittee recommend that the Board of Directors authorize the General Manager to execute the King Lake acquisition contract with MAPA in an amount not to exceed \$63,000 and to execute the King Lake demolition contract with MAPA in an amount not to exceed \$105,000 for a total amount of \$168,000, subject to changes deemed necessary by the General Manager and approved as to form by the District Legal Counsel.**

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 520-02
2. Project Number and Title: **King Lake HMGP Section 404 Property Acquisition Administration**
3. Effective Date: July 1, 2013
4. Completion Date: September 30, 2015

CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
6. Papio-Missouri River NRD
8901 S 154th Street
Omaha NE 68138

ACCOUNTING DATA

7. Contract - \$63,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review -
9. Date of MAPA Board Approval -
10. Date of Papio-Missouri River NRD Approval –

AGREEMENT

THIS CONTRACT, entered into as of this 1st day of July, 2013 by and between Papio-Missouri River Natural Resources District (Papio-Missouri River NRD), 8901 South 154th Street, Omaha, Nebraska 68138 (herein called the "NRD") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the NRD desires to engage the Planning Agency to render certain technical and professional services hereafter described by Papio-MO River NRD in carrying out the Scope of Work of a Hazard Mitigation Grant Program (HMGP) property acquisition project.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The NRD hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to perform services herein set forth.
2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": King Lake.
3. Scope of Services. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:
 - A. Objective. The objective of this program is to perform all necessary planning grant assistance services required to complete property acquisition for properties located in King Lake.
 - B. Work Activity. The Planning Agency will provide and perform the necessary services required to carry out services as set out in Attachment A, and in accordance with Nebraska Emergency Management Agency and Federal Emergency Management Agency correspondence.
 - C. Anticipated Results. The Planning Agency will provide the NRD with a detailed report describing work activities undertaken and completed to accomplish all of the above.
 - D. Coordination and Progress Report. The Planning Agency will provide the NRD with monthly progress and financial reports in addition to a final report at the completion of its work.
 - E. Final Report. The Planning Agency shall prepare a written narrative documenting work activities and accomplishments under the terms of this Contract.
 - F. Delivery Schedule. MAPA will provide a maximum of 15 copies of any final report. There will be a charge for additional copies.
4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the NRD.

5. Time of Performance. The services of the Planning Agency are to commence as soon as this agreement is signed by both parties, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract.
6. Compensation. The NRD agrees to compensate the Planning Agency for professional services rendered in an

amount not to exceed Sixty-Three Thousand Dollars (\$63,000). The cost per unit (address/structure) to the NRD will not exceed One Thousand Five Hundred Dollars (\$1,500).

7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a monthly or quarterly schedule. Such requests shall be based on the percentage of work completed to date of such requests. Final payment of services under this contract shall be made by the NRD within sixty (60) days following satisfactory completion of the Planning Agency's obligations under this Contract.
8. Records and Audits. The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the NRD to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the NRD, any representative of the FEMA, the Inspector General, the Government Accounting Office, the State Auditor's Office, Iowa Department of Public Defense, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the NRD.

9. Civil Rights Provisions.

- A. Discrimination in Employment - MAPA shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. MAPA shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. MAPA agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.
- B. Considerations for Employment - MAPA shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

Solicitation and Advertisement - MAPA shall list all suitable employment openings with the State Employment Service local offices.

- C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1978, the Age Discrimination in Employment Act of 1975, as amended, the Vietnam Veterans Readjustment Act of 1974 and the Americans with Disabilities Act (42U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225). The Planning Agency will furnish all information and reports requested by the State of Nebraska or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Nebraska to investigate compliance with these rules and regulations.
- D. Program Nondiscrimination - The Planning Agency shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.
- E. Fair Housing - The Planning Agency (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with DHUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Planning Agency shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

- F. Training and Employment - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Nebraska may take further action, imposing other sanctions and invoking additional remedies as provided.
10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the NRD shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the NRD, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
11. Termination for Convenience of the NRD. The NRD may terminate this Contract at any time at the convenience of the NRD by giving written notice to the Planning Agency of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10 above shall, at the option of the NRD, become its property. If the contract is terminated by the NRD as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty (60%) percent of the services covered by this Contract have been performed upon the effective date of such termination, the Planning Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Planning Agency during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 10 hereof relative to termination shall apply.
12. Changes. The NRD may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the NRD and the Planning Agency, shall be incorporated in written amendments to this Contract.
13. Interest of Members of the NRD and Others. No employee of the NRD and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
14. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract, no person, having any such interest shall be employed.
15. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement, including those specified within Attachment B to this agreement.
16. This Agreement shall be binding on successors and assigns of either party.
17. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the NRD shall have the right to annul this Contract without liability.

18. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:
- (A) The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency 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 Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (B) The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (C) The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (D) The Planning Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (E) The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (F) In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (G) The Planning Agency will include the provisions of Paragraphs (A) through (G) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the NRD and the Planning Agency have executed this Contract as of the date first above written.

Papio-Missouri River Natural Resources District

Attest _____

By _____
General Manager

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA
PLANNING AGENCY

Attest _____

By _____
Chairman, Board of Directors

Approved as to Legal Form

Date: _____

Signed: _____
MAPA Legal Counsel

SCOPE OF WORK
HMGP SECTION 404 ACQUISITION PROGRAM MANAGEMENT
Papio-Missouri River NRD

MAPA proposes to provide administrative services to the NRD to facilitate efficient implementation of the Hazard Mitigation Grant Program Section 404 Property Acquisition project. Specifically, MAPA will assist the NRD with completion of the administrative activities as specified below. This work is to be performed and completed as a combination unit price, lump sum contract as set forth in the Compensation section of the main agreement.

Part A. Program Setup, General Administration, Initial Public Outreach

- Participate in Grant Agreement Meeting w/ Nebraska Emergency Management Agency (NEMA) Staff
- Establish Financial Management and Record Keeping System
 - Ensure Compliance with OMB Regulations
 - Documenting and Tracking Project Funds
 - Completion of Semi-Annual Reports
 - Documentation and Tracking of Project Management Expenses
 - Assistance with Program Audits as Needed
- Establish Property Acquisition Project Filing System, including,
 - Grant File Contents
 - Property Owner File Contents
 - Tenant File Contents (as needed)
- Develop Acquisition Administrative Plan
- Assist with Procurement of Professional Services as Needed, including,
 - Appraisal
- Evaluate Proposals and Assist with Selection of Consultants/Inspectors
- Develop Agreements for Professional Services
- Conduct Public Meeting and Press Release
- Verify Eligibility of Participants

Part B. Property-Specific Project Administration

Property Acquisition

1. Meet with Property Owners
2. Conduct Title Search and Appraisal (*appraisal done by professional*)
3. Determine Duplication of Benefits
4. Environmental and Historic Preservation Compliance
5. Make Offer to Property Owners
6. Finalize Deed Restrictive Covenants
7. Notices and Meetings with Tenants (*as needed*)
8. Request Funds from NEMA
9. Schedule Closing and Assist NRD with Closing

Overall Project Closeout

Fee Structure

MAPA will utilize the following fee structure for all project billings to the NRD: Expenses will be itemized on all invoices using the categories below:

- A. Project leader - hourly rate \$100.00 per hour multiplied by number of hours;
- B. Administrative - hourly rate of \$62.00 per hour multiplied by number of hours;
- C. Professional - hourly rate of \$62.00 per hour multiplied by number of hours;
- D. Support staff - hourly rate of \$42.00 per hour multiplied by number of hours;
- E. Mileage – Standard IRS mileage reimbursement rate (currently 56.5 cents per mile);
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

FEDERAL CONTRACT ATTACHMENTS

The language outlined below is intended to comply with 44 CFR Section 13.36 (i) Contract Provisions and will be attached to all contracts.

1. **Federal Changes**

The Contractor understands that federal agencies are permitted to require changes, remedies, to access and require record retention, suspend work, and other clauses approved by the Office of Federal Procurement Policy.

2. **Termination**

Termination for Convenience (General Provision)

This contract, may be terminated, in whole or in part, at any time by written notice to the Contractor when it is in the local, state, and federal government's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination. If the Contractor has any property in its possession belonging to the City/County, the Contractor will account for such property and return or dispose of such property as directed by the City/County.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver any item(s) ordered pursuant to the terms of this solicitation or any contract awarded thereof in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City/County may terminate this contract for default. Termination shall be effected by serving written notice on the contractor. Said notice shall set forth the manner in which the Contractor was/is at default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services provided in accordance with the manner of performance set forth in the contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City/County, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure General Provision

The City/County in its sole discretion may in the case of termination for breach or default, allow the Contractor a specified period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to City/County satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the City/County setting forth the nature of said breach or default, the City/County shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City/County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

3. **Compliance with Executive Order 11246 - Equal Employment Opportunity**

Equal Employment Opportunity: vendors submitting bids/proposals must be an equal opportunity employer as defined in Executive Order 11246, entitled as the Equal Employment Opportunity Act, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. The successful bidder in accepting the offer of a contract under terms of this solicitation certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful bidder shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex. In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor, “ 41 CFR Parts 60 et seq., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No. 11375, “amending Executive Order 11246 relating to Equal Employment Opportunity, “ 42 U.S.C. Section 2000e note) , and with all applicable Federal statutes, executive orders, regulations and Federal policies. The Contractor agrees to take such affirmative actions as may be necessary to ensure compliance. These actions shall include, but shall 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.

Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, “ 29 CFR part 1630, pertaining to employment of persons with disabilities.

The Contractor agrees that is shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the federal government, modified only if necessary to identify the affected parties.

4. **Compliance with Copeland Anti-Kickback**

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This language applies to all contracts awarded for construction or repair.

5. **Compliance with Davis-Bacon**

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5) for construction projects in excess of \$2,000. This provision requires that a Contractor pay prevailing wages to its employees for construction contracts in excess of \$2,000.

DAVIS/BACON PROVISIONS DO NOT APPLY TO DISASTER FUNDING.

6. **Compliance with Sections 103 & 107 - Contract Work Hours and Safety Standards Act**

The Contractor agrees to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented in Department of Labor regulations (29 CFR part 5). This provision requires Contractor compliance when a contract in excess of \$2,000, and in excess of \$2,500 when a contract involves the employment of mechanics or laborers.

7. **Notice of Awarding Agency Requirements Pertaining to Reporting**

The Contractor agrees to comply with all governmental requirements and regulations pertaining to the reporting of information within any specified period of time.

8. **Notice of Awarding Agency Pertaining to Patent Rights**

With respect to any discovery or invention which arises or is developed in the course of or under this contract, the Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency.

9. **Notice to Awarding Agency Pertaining to Copyrights and Rights in Data**

With respect to any publication, documents, or data that arises or is developed in the course of or under this contract, the Contractor is responsible for complying.

10. **Access to Documents**

Contractor shall exercise best efforts to maintain communication with Applicant’s personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Nebraska Emergency Management Agency (NEMA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or

the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

11. **Retention of Documents**

Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

12. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

13. **Energy Efficiency Standards**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995].

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 521-02
2. Project Number and Title: **King Lake HMGP Section 404 Demolition and Clearance Administration**
3. Effective Date: July 1, 2013
4. Completion Date: September 30, 2015

CONTRACT PARTIES

5. Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
6. Papio-Missouri River NRD
8901 S 154th Street
Omaha NE 68138

ACCOUNTING DATA

7. Contract - \$105,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review -
9. Date of MAPA Board Approval -
10. Date of Papio-Missouri River NRD Approval –

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WITNESSETH THAT:

WHEREAS, the NRD desires to engage the Planning Agency to render certain technical and professional services hereafter described by Papio-Missouri River NRD in carrying out the Scope of Work of a Hazard Mitigation Grant Program (HMGP) Section 404 demolition and clearance project.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Planning Agency. The NRD hereby agrees to engage the Planning Agency and the Planning Agency hereby agrees to perform services herein set forth.
2. Area Covered. The Planning Agency shall perform all of the necessary services provided under this Contract in connection with and respecting the following area, herein called the "planning area": King Lake.
3. Scope of Services. The Planning Agency shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:
 - A. Objective. The objective of this program is to perform all necessary planning grant assistance services required to complete demolition and clearance activities for properties located in King Lake.
 - B. Work Activity. The Planning Agency will provide and perform the necessary services required to carry out services as set out in Attachment A, and in accordance with Nebraska Emergency Management Agency and Federal Emergency Management Agency correspondence.
 - C. Anticipated Results. The Planning Agency will provide the NRD with a detailed report describing work activities undertaken and completed to accomplish all of the above.
 - D. Coordination and Progress Report. The Planning Agency will provide the NRD with monthly progress and financial reports in addition to a final report at the completion of its work.
 - E. Final Report. The Planning Agency shall prepare a written narrative documenting work activities and accomplishments under the terms of this Contract.
 - F. Delivery Schedule. MAPA will provide a maximum of 15 copies of any final report. There will be a charge for additional copies.
4. Personnel. The Planning Agency shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

All of the services required hereunder shall be performed by the Planning Agency or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Planning Agency to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Planning Agency without prior written approval by the NRD.

5. Time of Performance. The services of the Planning Agency are to commence as soon as this agreement is signed by both parties, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract.
6. Compensation. The NRD agrees to compensate the Planning Agency for professional services rendered in an

amount not to exceed One Hundred Five Thousand Dollars (\$105,000). The cost per unit (address/structure) to the NRD will not exceed Two Thousand Five Hundred Dollars (\$2,500).

7. Method of Payment. The Planning Agency may request partial payment for services performed under this Contract on a monthly or quarterly schedule. Such requests shall be based on the percentage of work completed to date of such requests. Final payment of services under this contract shall be made by the NRD within sixty (60) days following satisfactory completion of the Planning Agency's obligations under this Contract.
8. Records and Audits. The Planning Agency shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the NRD to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the NRD, any representative of the FEMA, the Inspector General, the Government Accounting Office, the State Auditor's Office, Iowa Department of Public Defense, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the NRD.

9. Civil Rights Provisions.

- A. Discrimination in Employment - MAPA shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. MAPA shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. MAPA agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.
- B. Considerations for Employment - MAPA shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

Solicitation and Advertisement - MAPA shall list all suitable employment openings with the State Employment Service local offices.

- C. Civil Rights Compliance in Employment - The Planning Agency shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1978, the Age Discrimination in Employment Act of 1975, as amended, the Vietnam Veterans Readjustment Act of 1974 and the Americans with Disabilities Act (42U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225). The Planning Agency will furnish all information and reports requested by the State of Nebraska or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Nebraska to investigate compliance with these rules and regulations.
- D. Program Nondiscrimination - The Planning Agency shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.
- E. Fair Housing - The Planning Agency (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with DHUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Planning Agency shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

- F. Training and Employment - The Planning Agency shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of The Planning Agency's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Nebraska may take further action, imposing other sanctions and invoking additional remedies as provided.
10. Termination of Contract for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the NRD shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planning Agency shall, at the option of the NRD, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
11. Termination for Convenience of the NRD. The NRD may terminate this Contract at any time at the convenience of the NRD by giving written notice to the Planning Agency of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10 above shall, at the option of the NRD, become its property. If the contract is terminated by the NRD as provided herein, the Planning Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Planning Agency covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty (60%) percent of the services covered by this Contract have been performed upon the effective date of such termination, the Planning Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Planning Agency during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Planning Agency, Paragraph 10 hereof relative to termination shall apply.
12. Changes. The NRD may, from time to time, require changes in the scope of the services of the Planning Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Agency's compensation, which are mutually agreed upon by and between the NRD and the Planning Agency, shall be incorporated in written amendments to this Contract.
13. Interest of Members of the NRD and Others. No employee of the NRD and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
14. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract, no person, having any such interest shall be employed.
15. The Planning Agency hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement, including those specified within Attachment B to this agreement.
16. This Agreement shall be binding on successors and assigns of either party.
17. The Planning Agency warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Planning Agency to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Planning Agency, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the NRD shall have the right to annul this Contract without liability.

18. Equal Employment Opportunity. During the performance of this contract, the Planning Agency agrees as follows:
- (A) The Planning Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Planning Agency 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 Planning Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (B) The Planning Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Planning Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (C) The Planning Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Planning Agency's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (D) The Planning Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (E) The Planning Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (F) In the event of the Planning Agency's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Planning Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (G) The Planning Agency will include the provisions of Paragraphs (A) through (G) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planning Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Planning Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Planning Agency may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the NRD and the Planning Agency have executed this Contract as of the date first above written.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

Attest_____

By_____
General Manager

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA
PLANNING AGENCY

Attest_____

By_____
Chairman, Board of Directors

Approved as to Legal Form

Date:_____

Signed: _____
MAPA Legal Counsel

SCOPE OF WORK
HMGP SECTION 404 DEMOLITION AND CLEARANCE PROGRAM MANAGEMENT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

MAPA proposes to provide administrative services to the NRD to facilitate efficient implementation of the Hazard Mitigation Grant Program Section 404 Demolition and Clearance project. Specifically, MAPA will assist the NRD with completion of the administrative activities as specified below. This work is to be performed and completed as a combination unit price, lump sum contract as set forth in the Compensation section of the main agreement.

Part A. Program Setup, General Administration

- Participate in Grant Agreement Meeting w/ Nebraska Emergency Management Agency (NEMA) Staff
- Establish Financial Management and Record Keeping System
 - Ensure Compliance with OMB Regulations
 - Documenting and Tracking Project Funds
 - Completion of Semi-Annual Reports
 - Documentation and Tracking of Project Management Expenses
 - Assistance with Program Audits as Needed
- Assist with Procurement of Professional Services as Needed, including,
 - Asbestos Inspector
 - Asbestos Abatement
 - Demolition Contractor(s)/Project Inspectors
- Evaluate Proposals and Assist with Selection of Consultants/Inspectors
- Develop Agreements for Professional Services
- Conduct Public Meeting and Press Release
- Verify Eligibility of Participants

Part B. Property-Specific Project Administration

Demolition and Clearance

1. Establish Demolition File for Each Parcel
2. Develop and Post Legal Notices
3. Document Demolition for File
4. Develop Bid Package and Contract (*completed as part of acquisition*)
 - Verification of Contractor Eligibility
 - Registered in Nebraska
 - Asbestos License or Permit (if necessary)
5. Schedule Building Inspections and File Necessary Paperwork
 - Determination of Imminent Threat
 - Asbestos Inspection
 - Asbestos Abatement (if necessary)
 - Fire Inspection (if necessary)
 - Public Notification of Demolition
6. Decommission the Structure – disconnect utilities, cap water and sewer, etc
7. Remove Structure
8. Request Demolition funds from NEMA
9. Project Closeout

Note: Site monitoring to be procured and provided through the NRD.

Fee Structure

MAPA will utilize the following fee structure for all project billings to the NRD: Expenses will be itemized on all invoices using the categories below:

- A. Project leader - hourly rate \$100.00 per hour multiplied by number of hours;
- B. Administrative - hourly rate of \$62.00 per hour multiplied by number of hours;
- C. Professional - hourly rate of \$62.00 per hour multiplied by number of hours;
- D. Support staff - hourly rate of \$42.00 per hour multiplied by number of hours;
- E. Mileage – Standard IRS mileage reimbursement rate (currently 56.5 cents per mile);
- F. Printing expenses, long distance telephone toll charges, supplies, postage, and miscellaneous expenses - actual cost.

FEDERAL CONTRACT ATTACHMENTS

The language outlined below is intended to comply with 44 CFR Section 13.36 (i) Contract Provisions and will be attached to all contracts.

1. **Federal Changes**

The Contractor understands that federal agencies are permitted to require changes, remedies, to access and require record retention, suspend work, and other clauses approved by the Office of Federal Procurement Policy.

2. **Termination**

Termination for Convenience (General Provision)

This contract, may be terminated, in whole or in part, at any time by written notice to the Contractor when it is in the local, state, and federal government's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination. If the Contractor has any property in its possession belonging to the City/County, the Contractor will account for such property and return or dispose of such property as directed by the City/County.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver any item(s) ordered pursuant to the terms of this solicitation or any contract awarded thereof in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City/County may terminate this contract for default. Termination shall be effected by serving written notice on the contractor. Said notice shall set forth the manner in which the Contractor was/is at default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services provided in accordance with the manner of performance set forth in the contract.

If it is later determined that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City/County, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure General Provision

The City/County in its sole discretion may in the case of termination for breach or default, allow the Contractor a specified period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to City/County satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the City/County setting forth the nature of said breach or default, the City/County shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City/County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

3. **Compliance with Executive Order 11246 - Equal Employment Opportunity**

Equal Employment Opportunity: vendors submitting bids/proposals must be an equal opportunity employer as defined in Executive Order 11246, entitled as the Equal Employment Opportunity Act, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. The successful bidder in accepting the offer of a contract under terms of this solicitation certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful bidder shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex. In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor, “ 41 CFR Parts 60 et seq., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No. 11375, “amending Executive Order 11246 relating to Equal Employment Opportunity, “ 42 U.S.C. Section 2000e note) , and with all applicable Federal statutes, executive orders, regulations and Federal policies. The Contractor agrees to take such affirmative actions as may be necessary to ensure compliance. These actions shall include, but shall 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.

Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, “ 29 CFR part 1630, pertaining to employment of persons with disabilities.

The Contractor agrees that is shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the federal government, modified only if necessary to identify the affected parties.

4. **Compliance with Copeland Anti-Kickback**

The Contractor agrees to comply with the Copeland “Anti-Kickback” Act (U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This language applies to all contracts awarded for construction or repair.

5. **Compliance with Davis-Bacon**

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5) for construction projects in excess of \$2,000. This provision requires that a Contractor pay prevailing wages to its employees for construction contracts in excess of \$2,000. **DAVIS/BACON PROVISIONS DO NOT APPLY TO DISASTER FUNDING.**

6. **Compliance with Sections 103 & 107 - Contract Work Hours and Safety Standards Act**

The Contractor agrees to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented in Department of Labor regulations (29 CFR part 5). This provision requires Contractor compliance when a contract in excess of \$2,000, and in excess of \$2,500 when a contract involves the employment of mechanics or laborers.

7. **Notice of Awarding Agency Requirements Pertaining to Reporting**

The Contractor agrees to comply with all governmental requirements and regulations pertaining to the reporting of information within any specified period of time.

8. **Notice of Awarding Agency Pertaining to Patent Rights**

With respect to any discovery or invention which arises or is developed in the course of or under this contract, the Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency.

9. **Notice to Awarding Agency Pertaining to Copyrights and Rights in Data**

With respect to any publication, documents, or data that arises or is developed in the course of or under this contract, the Contractor is responsible for complying.

10. **Access to Documents**

Contractor shall exercise best efforts to maintain communication with Applicant’s personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Applicant, Nebraska Emergency Management Agency (MAPA), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or

the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects.

11. **Retention of Documents**

Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

12. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

13. **Energy Efficiency Standards**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995].