

**AGREEMENT FOR CHILD PROGRAM FACILITY OPERATOR AT THE
KIDS KOTTAGE CAMPUS**

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada, through its Human Services Agency (“County”) and Adams and Associates, Inc. (“Contractor”), collectively (the “Parties”).

RECITALS

WHEREAS, the County is mandated to provide child welfare services, including emergency shelter for children under the care of the County.

WHEREAS. Such care shall be provided for children ages zero up to and including eighteen (18) years of age, regardless of race, sex or religious affiliation, upon referral by the Director of the Washoe County Human Services Agency (WCHSA), or his/her designee.

WHEREAS, the County released an RFP to identify a potential Contractor to operate the county-owned and equipped children’s group foster home facility at the Kids Kottage Campus.

WHEREAS, Contractor represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required, or desired by the County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 – AGREEMENT TERM

This Agreement shall be for the period from July 1, 2024 through June 30, 2025. Upon agreement of the parties, this Agreement shall be renewable in annual increments, not to exceed a total of four (4) one (1) year renewals.

ARTICLE 2 – COMPENSATION

2.1 The total contract not to exceed amount is \$4,375,000 for the first 12 months, with an annual automatic escalation of three percent (3%) year over year thereafter, starting July 1, 2025. Annual compensation will be as follows:

- FY25 (July 1, 2024 - June 30, 2025): \$4,375,000 [Initial Award]
- FY26 (July 1, 2025 - June 30, 2026): \$4,506,250 [Renewal #1]
- FY27 (July 1, 2026 - June 30, 2027): \$4,641,438 [Renewal #2]
- FY28 (July 1, 2027 - June 30, 2028): \$4,780,681 [Renewal #3]
- FY29 (July 1, 2028 - June 30, 2029): \$4,924,101 [Renewal #4]

2.2 Monthly Payment

2.2.1 The County agrees to pay the Contractor based on actual costs independent of the number of children enrolled in the facility for care. The operation for each program should include the costs of providing the following:

2.2.1.1 Daily operation of the group foster home programs, and the activity center established within Washoe County facilities that comprise the Kids Kottage Campus that cares for children in the legal custody of the County Operations include providing a program which meets the day-to-day physical, nutritional, emotional, educational, recreational, developmental, and supervision needs of all children placed and in care. Consideration of the diverse ages of children who may be received for care will be used in purchasing and preparing three (3) nutritious meals and three (3) snacks per day as needs of the program dictate, designing a daily written plan for recreational programming, participating in educational needs such as school enrollment and meetings, and in facilitation of daily “typical” child activities that promote normalcy.

2.2.1.2 Supervision of parental visits between children and parents, family members or other important individuals in the child’s life up to a maximum of 32 hours per week, of which supervision must be sight supervision when feasible or as necessary per the child’s visitation plan and including up to a maximum of 15 hours of which may be sight and sound supervision.

2.2.1.3 Invoice shall be submitted by the Contractor for the preceding month within 30 days of the following month, except that the invoice for June must be submitted by July 15th. The County shall not render payment in advance of services performed. The County shall pay on receipt of correct invoice only. Incorrect invoices will be returned for correction. Invoicing must show the individual monthly costs separated by program.

2.1.1 All invoices shall be emailed to HSA-Bookkeeping@washoecounty.gov.

2.3 Compensation for Additional Services

If County requests Contractor to perform additional services, other than those required to be performed under Services identified under this Agreement, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services and may require a contract amendment, determined at the County’s discretion.

2.4 Resolution of Disputes

- a. All claims, disputes and matters in question arising out of or relating to this Agreement or the breach thereof, including dispute of approved work, shall be resolved in the following manner: Any disputes in the performance of this contract will be communicated in writing to the other party, with written response required within 10 calendar days. Both parties shall make a good faith effort to informally resolve the conflict through negotiation within 30 days, with written agreement of the resolution generated and signed by the parties.
- b. All disputes that cannot be resolved through informal discussion and negotiation will first be referred to mediation within 30 days of the conclusion of informal negotiations. A mediator shall be mutually agreed upon by the parties. To the extent the parties cannot agree upon a mediator, and/or mediation fails to resolve the dispute, the matter will be referred to the American Arbitration Association for Arbitration within 30 days of the failure to agree upon a mediator or conclusion of the mediation. Arbitration will be the sole recourse for final resolution. The decision of the Arbiter will be final and binding for both parties.
- c. Each party agrees to pay for its own legal fees and expenses related to mediation and/or

arbitration. The parties will split the fee of any mediator and arbitration fee.

2.5 Close Out Costs

In the event the County terminates or does not extend this Agreement without cause, the Contractor shall be entitled to receive all costs reimbursable under this Agreement, not previously paid, for performance rendered prior to the effective date of termination.

In addition, the Contractor shall be entitled to the following remuneration identified specifically as "close-out" costs:

2.5.1 The severance policy provides three (3) levels of severance for regular full-time exempt and non-exempt staff, based on length of service. Regular part-time staff eligible for severance will receive a pro-rata portion of pay based on their regularly scheduled hours and length of service as per the following table:

Length of Service	Non-Exempt Staff	Exempt Staff
Less than 4 years	2 weeks pay	4 weeks pay
More than 4 years, but less than 10 years	4 weeks pay	8 weeks pay
More than 10 years	4 weeks pay, plus 1 week for each year up to a maximum of 6 weeks total	8 weeks pay, plus 1 week for each year for a maximum of 12 weeks total

2.5.2 Reimbursement of insurance premium payments that are not refundable on a pro-rated basis up to a maximum of six months reimbursement.

2.5.3 If termination of the Agreement is other than upon the expiration date of the applicable contract period, reimbursement for all equipment lease/rental charges attributable to early termination, including van expenses. Such reimbursements shall be limited to a maximum of six months charges.

In the event this Agreement is terminated for cause, without prior notice, as indicated in Article 7, no closeout costs shall be allowed.

Should the County cancel the Agreement and such cancellation results in the requirement for more than one financial review within a year's time period, the Contractor will bill and the County will reimburse Contractor the actual cost of the additional independent CPA review, up to a maximum amount not to exceed \$2,500.

ARTICLE 3 – SERVICES TO BE PERFORMED BY CONTRACTOR

3.1 Contractor will operate, staff and maintain the Kids Kottage Campus programs as follow:

3.1.1 Group foster homes consisting of Kids Kottage 1 (KK1), Kids Kottage Too (KK2) and Kids Kottage 3 (KK3) for the temporary care of up to 45 neglected, abandoned and abused minor children, up to eighteen (18) years of age with County discretion according to statutory and regulatory requirements to extend up to age 21; and

3.1.2 The Activity Center will be used by all programs ages 0 through 21 for youth in KK1, KK2 and KK3. Other foster care providers can use the facility as allowed by WCHSA administration.

3.2 Contractor shall have sole responsibility for hiring, training, supervising, and discharging employees.

3.2.1 If usage of Activity Center facility is approved by the County for any party other than Contractor, Contractor will not be held liable for supervision, insurance, maintenance or property damage.

3.3 Contractor shall ensure that all background checks are conducted by the licensing department of the County. The cost of such background checks shall be borne by the Contractor.

3.4 Contractor shall be willing to collaborate with mental health provider(s) designated by the County to provide any mental health or rehabilitation services to children as recommended by a mental health provider or by the County.

3.5 Contractor shall maintain facility licensure under NRS 424 and NAC 424 and maintain compliance with licensing standards, WCHSA Quality Parenting Standards for Foster Parents, and the provisions of this Agreement. Contractor shall renew said licensure yearly or as prescribed by the licensing agency.

3.6 Contractor shall maintain the operational policies and procedures manual for Contractor's employees subject to approval of the County.

3.7 The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

3.8 Under the provisions of this Agreement, live-in residency of employees shall be prohibited.

3.9 Contractor shall operate the Activity Center and keep it locked when not in use; if applicable the County will authorize and schedule usage with outside collaborative agencies. If usage of the Activity Center facility is approved by the County for any party other than Contractor, Contractor will not be held liable for supervision, insurance, maintenance or property damage.

3.10 Contractor shall provide a program which meets the day-to-day physical, nutritional, emotional, educational, recreational, developmental, and other growth needs of children placed in accordance with the child's program participation, needs and abilities.

3.11 Contractor shall maintain an adequate supply of clothing, provided by the County, on-site for children housed as needed in accordance with the child's program participation, needs and abilities.

3.12 Contractor shall enroll school-aged children in school within one (1) school day of placement as necessary, or secure appropriate learning opportunities for older youth and ensure each child's transportation to school, unless otherwise directed by the County in conjunction with Washoe County School District.

3.12.1 Contractor shall supply a digital image of the child within twenty-four (24) hours or one (1) business day of acceptance and placement, using Contractor's camera which must be capable of producing immediate digital photographs.

3.12.1.1 Contractor shall maintain this photograph as part of the child's record and identity kit.

3.12.1.2 The identity kit shall include information related to the child that includes, but is not limited to, referral information, a photograph, and descriptors such as hair color, eye color, height, weight, and obvious birthmarks or scars.

3.13 Contractor shall prohibit child abuse, neglect, exploitation and corporal punishment.

3.14 Contractor shall schedule an EPSDT screening exam (Early Periodic Screening Diagnosis and Treatment) within 24 hours of placement and completed within 30 days. In the event the child cannot be seen by their primary health care provider within 30 days or the child is not established with a primary health care provider, the WCHSA Medical Unit can be utilized to complete the EPSDT.

3.15 Contractor shall prohibit smoking within KK1, KK2, KK3 and Activity Center and any vehicles transporting children or in the direct presence of foster children (NRS 424.500)

3.16 Contractor shall furnish the County with monthly census and financial reports upon submission of monthly invoicing for each distinct program. Monthly financial reports shall be broken down by program area and reflect contract budget, monthly expense and year to date expenditure. Contractor shall provide an annual program report for the full contract programming period by September 1st of each calendar year, and other reports on a regular or intermittent basis as may be requested.

3.17 Contractor shall acknowledge that all records concerning the program, its procedures and operations, its residents, and its food service operation, shall be the property of the County, and shall be released to the County upon request and upon termination of the Agreement, within 10 business days.

3.18 Contractor shall maintain a manual of policies and procedures for shelter operation acceptable to the County. Any proposals for modification to the policies and procedures manual shall be submitted to the County with the proposed changes clearly marked in a manner such that they can be replicated by photocopying or printing.

3.19 Contractor shall neither conduct nor permit the operation of any other business on the premises.

3.20 Contractor will maintain operational policies and procedures for each program area that ensure safety and security measures are used consistently and effectively.

3.21 Contractor shall maintain a confidential posture consistent with County policies and procedures respecting any child placed or his family and prohibit visitors to the shelter except as authorized by the County.

3.22 Contractor shall provide reasonable visitation hours to include weekends and evenings to accommodate parents visiting their children.

3.23 Contractor shall prohibit still or video photography of children in residence except as authorized by the County.

3.24 Contractor shall refrain from engaging in public comments, participating in social media posting, and/or giving interviews concerning the shelter or its operation except as authorized by the County, and shall defer and redirect such requests to the County.

3.25 Contractor shall provide access to telephone service to enable either the children or employees of the County to receive or initiate calls, including the capacity of video calls.

ARTICLE 4 - INDEPENDENT CONTRACTOR

Contractor is performing the services and duties required under this Agreement as an independent Contractor and not as an employee, agent, or partner of the County.

4.1 Contractor undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

4.2 Contractor may retain employees or other personnel to perform the services required by this Agreement. Such employees or other personnel will be the obligation of the Contractor. Contractor's employees or other personnel are not County employees.

4.3 Neither Contractor nor any personnel are employees of County and waive any and all claims to benefits otherwise provided to employees of the County, including, but not limited to, health insurance, Nevada Public Employees Retirement System (PERS) or other retirement benefits, unemployment benefits, and liability and worker's compensation insurance.

4.4 Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Agreement, is a current employee of the County or was employed by the County within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform.

4.5 County and Contractor agree that this Agreement does not constitute an exclusive relationship. Nothing in this Agreement shall be construed as a limitation upon the right of the Contractor to engage in any other consulting agreement, service contract, business venture or other activity.

ARTICLE 5 – FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

ARTICLE 6 – TRANSFER OF OWNERSHIP, CHANGE OF NAME, CHANGE IN PRINCIPALS

Prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way, the Contractor shall notify the County's Purchasing and Contracts Manager, of its intent to make said change.

ARTICLE 7 - TERMINATION OR EXTENSION OF CONTRACT

7.1 Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 120 calendar days from the date of service of the notice. Only services satisfactorily performed up through the final service date shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County, and Contractor will be paid for any costs incurred or that could not be avoided, but will not be paid for any cost that Contractor could have avoided. If this agreement is unilaterally terminated by the Contractor, then Contractor will be responsible for any costs that Contractor could have avoided.

7.2 Termination by Non-appropriation. The County may terminate its participation in this Agreement effective immediately by providing written notice if for any reason the County's funding source is not appropriated or is withdrawn, limited, or impaired. The County will make reasonable efforts to ensure payment for services rendered by the Contractor. The Contractor shall agree to hold the County free from any charges or penalties except for those already incurred through the date of notice of cancellation.

7.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

7.3.1 If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

7.3.2 If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.3 If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

7.3.4 If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or

7.3.5 It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

7.3.6 If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

7.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in the notice section of this Agreement, and the subsequent failure of the breaching party within 15 calendar days of service of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach shall run concurrently, unless the notice expressly states otherwise.

7.5 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

7.5.1 The parties shall account for and properly present to each other all claims for fees and expenses within six (6) months as required per NRS 244.250 and pay all that are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

7.5.2 Contractor shall satisfactorily complete work in progress at the agreed rate.

7.5.3 Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the County.

7.5.4 Contractor shall preserve, protect and promptly deliver into County possession all proprietary information, equipment, materials, supplies or other items if paid for by the County.

7.5.5 Notwithstanding the above, Contractor shall not be relieved of any liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor may be determined.

ARTICLE 8 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-5, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

ARTICLE 9 – LICENSE AND VERIFICATION

Contractor shall pay for and maintain the following licenses:

9.1 KK1, KK2 and KK3 shall *each* be licensed as “a Group Foster Home” by the Washoe County Human Services Agency pursuant to NRS 424 and NAC 424.

9.2 Contractor will comply with the Washoe County Human Services Agency “Quality Parenting Standards for Foster Parents”, NRS 424 and NAC 424.

9.3 Contractor will obtain local and state business licenses as appropriate.

9.4 Contractor will maintain active registration in SAM.gov.

9.5 Contractor will pay promptly when due, all required fees related to licenses.

ARTICLE 10 – CONTRACTOR’S OBLIGATIONS

During the term of this Agreement, Contractor shall:

10.1 Operate the facilities twenty-four (24) hours per day, seven (7) days per week as follows:

10.1.1 Three group foster homes for the emergency shelter care of children

10.2 Placement and Discharge

10.2.1 If a child has been duly admitted to any of the programs at the Kids Kottage Campus he/she may not be discharged without prior consent by the County.

10.3 Receive, care for, and supervise all children placed by the County, which shall include non-delinquent children, ages zero up to and including eighteen (18) years of age, regardless of race, sex, religious preference, or disabling condition, subject to the limitations defined herein.

10.3.1 The County shall not place at any facility operated by the Contractor, nor shall the Contractor have any obligation to receive, care for or supervise, any child that the County reasonably knows, (i) has engaged in or been accused of any sexually predatory behavior and would be inappropriate for placement; (ii) is physically violent or abusive; or (iii) poses any danger to the health, welfare and safety of any person at the facility. The County shall immediately notify the Contractor as soon as practical, but in no event later than one (1) business day after discovery, of learning that any child residing at the Contractor’s facility falls within any of the three preceding categories in (i) through (iii) above.

10.3.2 In the event Contractor determines the need for temporary separation of a child

from KK1, KK2 and/or KK3 due to posing a significant risk to the health, welfare, and safety of any person at the facility, including himself/herself, a meeting will be held between the Contractor and the County within twenty-four (24) hours to discuss any temporary plans, emergency resolutions, or to confirm the separation of the child. The following criteria shall apply:

10.3.2.1 If the Contractor observes, supported by objective evidence, that a child poses a significant risk of substantial harm to the health, welfare, or safety of himself/herself or others, the child shall be removed from the group foster home program for up to two (2) weeks, at which time County and Contractor may discuss readmittance with a safety plan and the child may be readmitted contingent upon improvement in their behavioral condition as determined by the WCHSA Placement Team and Contractor leadership. This temporary separation shall only be utilized as a last resort after other methods of addressing the relevant behavior concerns have been attempted or considered and found insufficient in each individual case.

10.3.2.2 If a child inflicts significant harm to the health, welfare, or safety of himself/herself or others, the child shall be removed from the group foster home program for up to four (4) weeks, at which time County and Contractor may discuss readmittance with a safety plan, contingent upon improvement in their behavioral condition as determined by the WCHSA Placement Team and Contractor leadership.

10.3.2.3 If the child must be removed from the Contractor facility due to posing a risk and/or inflicting significant harm to himself/herself or others, the County shall do so within twenty-four (24) hours of written notice from the Contractor. Should the County fail to do so within twenty-four (24) hours of receipt of written notice from the Contractor to remove any such child, the County shall indemnify, defend, and hold harmless the Contractor, its officers, employees, and authorized agents from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action of any nature whatsoever, including without limitation bodily injury, death, or property damage, arising from or related to any acts or omissions of such child until such child is removed from the Contractor facilities.

10.3.3 Contractor and County agree that the removal of any child under Article 10 of this Agreement will include a follow-up meeting not more than seven (7) days after removal to reevaluate the child's condition, changes or updates to case circumstances, and resource needs that could potentially support the return of the child to Contractor's care and facility.

10.4 This Agreement should not be construed to reduce, diminish, waive or otherwise limit the obligations of the County by any act or omission of the Contractor with respect to the care or supervision of such child.

10.4.1 The parties acknowledge and agree that the County may, from time to time, assume supervision custody or control over certain children in conjunction with administering tests or providing care of such children. The Contractor shall not be liable for, and the County shall indemnify, defend and hold harmless the Contractor, its officers, employees, and authorized agents from and against, any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action, or cause of action of any nature whatsoever, including without limitation bodily injury, death, or property damage, arising from or related to any child during the time such child is away from Contractor's facility and under the direct supervision, custody or control of County staff.

10.5 By 10 a.m. each morning provide the County designee with identifying information about each child placed or released since the last such report for the group foster homes and independent living programs including reports of elopement by residents.

10.6 Furnish the County with a means by which the Contractor can be contacted at any time, day or night.

10.7 Bear responsibility for all Social Security, income tax withholding, unemployment compensation, workers' compensation insurance and any other taxes or payroll deductions which may be required by law or contract for or on behalf of the Contractor's employees. The County shall be expressly relieved from any of the above-stated obligations.

10.8 Provide a maximum of thirty-two (32) hours per week, including some evening hours, sight supervision when feasible or as necessary per the child's visitation plan to parents visiting their children.

10.9 Maintain written childcare policies and procedures approved by the County that are applicable to each individual program.

10.10 Retain on site for a period of at least one (1) year all records required under Section 3.17 and 3.18. of this Agreement and archive with the County any records older than one (1) year not retained on site whose further retention the County requires.

10.11 Provide to the County by September 30 of each year that this agreement is in effect with a CPA (Certified Public Accountant) reviewed annual operating statement of Kids Kottage for the previous June 30th fiscal year end. The review shall include a reconciliation of actual costs incurred for the fiscal year end to the monthly billings submitted to the County by the Contractor and will include all costs, direct and indirect, associated with the agreement. A similar review will be required to be submitted by the Contractor to the County within 90 days of termination or non-renewal of this Agreement.

10.12 Within three (3) business days provide the County any programmatic documentation or other information requested to support the County's participation in State or Federal reimbursement programs. It is understood and agreed that the County or approved vendors will seek Medicaid or other third-party reimbursement for mental health or Rehabilitation Option Services as defined in the Nevada Medicaid Services Manual rendered under this contract in the Kids Kottages.

ARTICLE 11 – FACILITY OPERATION REQUIREMENTS

11.1 Contractor shall be responsible for the following operational requirements:

11.1.1 Achieve licensure and maintain all licenses as required for each program.

11.1.2 Ensure routine facility maintenance and cleanliness occurs on a regular schedule and more frequently as needed, including providing all necessary cleaning supplies.

11.1.3 Collaborate with County to facilitate regular maintenance checks by County personnel; and report any building concerns to County when identified.

11.1.4 Utilize the County facility inspection, maintenance, and work order request system with respect to care of county property, equipment, and furnishings.

11.1.5 Notify the County of any situation which threatens the safety of any child in placement, damage to property of others or of personal injury to anyone according to County's Incident Reporting Policy. County will provide to Contractor the current Incident Reporting Policy and any future revisions within 24 hours of implementation of said revisions.

11.1.6 Notify the County within twenty-four hours for damage to property valued at \$150.00 or more, or emergency situations, defined as any situation whereby operations are affected to the point of non-compliance with Nevada Licensing standards, the County's "Quality Parenting Standards for Foster Parents" or the terms and conditions specified in this Agreement.

11.1.7 Notify the County within one (1) week for non-emergency situations or property

damage valued at less than \$150.00.

11.1.8 The Contractor's equipment shall also be maintained, repaired, or replaced, by the Contractor, in a similar schedule or frequency as indicated above.

11.1.9 Assist the County in conducting a semi-annual inventory of all the County-owned equipment at the facility and assume financial responsibility for replacement costs of damaged or missing County-owned equipment when the Contractor's staff is found to be negligent. A copy of the inventory shall be provided to the County upon completion. Upon termination of this Agreement a final inventory will be conducted as part of the closeout process.

11.2 Contractor shall obtain the County approval prior to modifying the designated function of any room within the facility.

11.3 Contractor shall obtain the County approval prior to installing equipment in or about the facility.

11.4 Contractor shall ensure that all personal property under the Contractor's care is safeguarded and that the clothing and personal care items of children in care are in good repair and hygienically maintained.

11.5 The County shall be absolved of liability for loss of personal belongings under circumstances involving vandalism, theft, or the Contractor negligence. The County shall not be so absolved in the event of County negligence.

11.6 Contractor shall provide on-site photocopying for use of programs. The copier is not intended for public use.

11.7 Contractor shall adhere to the manuals, schedules and plans submitted during the proposal process and under this Agreement unless extenuating circumstances acceptable to the County arise.

ARTICLE 12 – FOOD AND RECREATION REQUIREMENTS

Contractor shall provide the following minimum food and recreation requirements of children in residence:

12.1 Purchase food and serve a minimum of three (3) nutritious meals per day plus three (3) snacks for each child in care and shall adjust the type or frequency of meals or snacks on a per child basis in accordance with any special dietary needs or directives deemed medically necessary.

12.2 Adopt policies and procedures acceptable to the County, which reflect the need of children in each of the programs to have food readily available and in reasonable quantity.

12.3 Provide a written weekday, weekend, and school-holiday recreation program, planned in consultation with a person knowledgeable about children's recreational and developmental needs and planned in consideration of the diverse ages of children who may be received for care in each of the programs.

ARTICLE 13 – TRANSPORTATION REQUIREMENTS

The Contractor shall agree to adhere to the following transportation requirements, and shall maintain documentation as required to support compliance:

13.1 Provide and maintain vehicles in good and safe operating condition.

13.2 Maintain automobile insurance as specified in Exhibit A.

13.3 Require drivers to hold a valid driver's license.

13.4 Require drivers to complete a driver's test by Contractor's employee.

13.5 Prohibit any employee who accumulates eight or more demerits from operating a vehicle while performing duties pursuant to this Agreement.

13.6 Maintain sufficient staffing to provide transportation for children in care to all case plan activities, school, appointments, extracurricular activities and employment, in accordance with the time periods specified by the County which may include times outside of normal business hours, or as requested by the County as specific needs occur.

13.7 Contractor shall provide the drivers with a cellular phone; and shall maintain a policy on distracted driving which must be approved by the County and acknowledged by all drivers.

ARTICLE 14 – STAFF QUALIFICATIONS

14.1 Contractor shall provide qualified staff to supervise children entrusted for care.

14.2 Contractor shall establish job classifications including minimum qualifications for employment which must be approved by the County.

14.3 Contractor shall propose a staffing plan and collaborate with the County to finalize the staffing plan including any necessary adjustments determined by the County.

14.4 All employees and volunteers must obtain Direct Care Staff clearance through the County prior to having unsupervised caregiving responsibilities with children.

ARTICLE 15 – STAFF TRAINING REQUIREMENTS

15.1 The Contractor shall submit an initial and ongoing training schedule for County review and approval.

15.2 County will coordinate Direct Care Staff Member (DCSM) training with the Contractor for new employees. Annual requirements will include at least 4 hours of training in the topic area of foster parenting plus one training pertaining to the LGBTQ+ population. Due to the emergent nature of the facility, Contractor's staff must also complete restraint training that is accredited by all major professional regulatory bodies and complies with all Federal and State laws. Staff shall receive such training prior to, or within ninety (90) days of commencement of employment at the facility as directed by the County.

15.3 Contractor shall ensure initial and ongoing training shall conform to WCHSA Quality Parenting Standards for Foster Homes and shall include valid CPR certification.

ARTICLE 16 – STAFFING LEVEL, POSITIONS, SALARIES AND BENEFITS REQUIREMENTS

16.1 Contractor shall calculate and maintain separately the staff-to-child ratio for each program based on licensing requirements, census, or at the direction of the County.

16.2 Contractor shall hire and maintain, at each facility, sufficient, qualified and trained staff to maintain a minimum caregiver-to-child ratio.

16.3 Contractor shall ensure a minimum of two (2) caregivers shall be provided, at all times, in each group foster home facility when children are present in the facility. When using the Activity Center, Contractor shall ensure a minimum of one (1) caregiver provided for every eight (8) children while also taking into consideration the needs of the child/children in attendance that might warrant the

need for additional caregivers. Contractor is not required to provide caregivers when the Activity Center is occupied or otherwise in use by other parties.

16.3.1 Contractor may require additional staffing (billed separately) should the resident needs require additional supervision beyond regular/proposed staffing levels. Such additional staffing shall be pre-approved and mutually agreed upon between the Contractor and the County.

16.4 Failure by Contractor to meet minimum caregiver-to-child ratio requirements set forth above will result in a licensing investigation and may result in a penalty to Contractor of \$200.00 per absent caregiver required per day of non-compliance. Such penalties may be withheld from Contractor payments. Ongoing violations may result in the termination of the Agreement.

16.5 A caregiver is an adult employee of the Contractor and has Direct Care Staff clearance through County, who is actively engaged in supervising, working with, and attending to the needs of children in residence.

16.6 Contractor shall follow all Federal and State labor laws.

16.7 Contractor shall ensure that all staff remains awake while on duty.

16.8 Contractor shall ensure there is a supervisor or designated person-in-charge at each building during times children are present.

16.9 Contractor shall maintain a viable pool of available licensed/cleared and trained on-call personnel.

16.10 Contractor understands that the exact number of employees and hours may vary as necessary to fulfill the obligations of the Agreement based upon the number of children or special needs of the children in residence at any given time.

ARTICLE 17 – HAZARDOUS SUBSTANCES AND MATERIALS

17.1 Contractor shall maintain on-site, and have readily accessible, all necessary Material Safety Data Sheets (MSDS), as defined and prescribed in 19 C.F.R. Section 1910.1200, for all hazardous substances on the premises.

17.1.1 Contractor shall train its personnel of the use of MSDS, hazards to which they may be exposed in using, handling, transporting, or disposing of hazardous substances, and obtain medical treatment for those who may be affected by the substance. Training for staff must include information on the location and use of MSDS resources, information found on product labels, safe handling and storage, proper use, reporting requirements, and appropriate clean-up procedures.

17.1.2 Contractor shall immediately report all spills of hazardous substances to the County Hazardous Material Specialist in the Environmental Health Department at (775) 328-2434, and then contact the County Risk Manager at (775) 233-9617 (during or after work hours) or Safety Officer at (775) 328-2210 (during work hours only).

ARTICLE 18 – COUNTY OBLIGATIONS

The County shall:

18.1 Maintain the exterior of the facilities and grounds, including landscaping and snow removal, and any permanently-installed fixtures.

18.2 Maintain the interior County-owned equipment which is permanently attached to the structures, and the County-owned washers, dryers, refrigerators, freezers, televisions, telephones, and data

processing equipment.

18.3 County shall determine the need to repair or replace County-owned equipment and appliances that may become damaged or inoperable. Contractor may be held responsible for cost of repair or replacement if determined the cause was negligence of the Contractor or any of their employees.

18.4 Maintain the interior of the facilities according to the current maintenance schedule for other County buildings, to include the correction of any physical safety hazards or violations, limited to carpet shampooing, window washing, painting, and flooring replacement as may be required.

18.5 Pay for children housed at the facility for the date placed and each subsequent date thereafter but excluding the day of removal; however, payment will be made when the placement date and date of removal are the same day.

18.6 Provide telephone and internet including equipment, installation and monthly local service.

18.7 Provide County assistance, when able, to the Contractor in scheduling and providing training.

18.8 Provide clothing and hygiene items for all children housed.

18.9 Assume responsibility for the costs of health screening and necessary medical or dental treatment. In case of dispute the County will determine necessity.

18.10 Monitor caregiver-to-child ratio compliance of the Contractor by program area. Contractor's failure to meet minimum caregiver-to-child requirements by program area may result in licensing investigation(s) and/or monetary penalties.

ARTICLE 19 – LOCATION OF FACILITIES

Group Foster Home
Kids Kottage 1
2095 Longley Lane
Reno, NV 89502

Group Foster Home
Kids Kottage Too
2075 Longley Lane
Reno, NV 89502

Group Foster Home
Kids Kottage 3
2075 Longley Lane
Reno, NV 89502

Activity Center
2085 Longley Lane
Reno, NV 89502

ARTICLE 20 – PUBLIC RECORDS

Public Records. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as "trade secret" or "confidential" in accordance with NRS, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of records.

ARTICLE 21 – INSPECTION AND AUDIT

21.1 Books and Records.

Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the

County, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

21.2 Inspection and Audit.

Contractor agrees that the relevant books, records, including, without limitation, relevant accounting procedures and practices of contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of contractor for such records may be found with or without notice by the County or its representatives. With regard to any federal funding, any relevant federal agency or any of their authorized representatives may inspect or audit as set forth in this Agreement. All subcontracts shall reflect requirements of this section.

21.3 Period of Retention.

All books, records, reports, and statements relevant to this Agreement must be retained for a minimum of 3 years, and for 5 years if any federal funds are used pursuant to this Agreement. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of this Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 22 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Contractor shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Contractor prior to the execution of this Agreement, was received by Contractor from a third-party source not under any obligation of confidentiality to the County or is required by law or legally ordered to be disclosed in a regulatory or judicial proceeding. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

ARTICLE 23 - NOTICE

Notices and other communications in connection with this Agreement shall be in writing and directed to the parties at the addresses stated in this Agreement. The preferred contact method is email and shall be considered given on the date the notice is sent to the recipient's address as stated in this Agreement. Notice can be made via mail but will not be considered as received until 7 days past the postmark date.

To County:
Washoe County Human Services Agency
c/o Pamela Mann, Division Director
350 S. Center Street
Reno, NV 89502
Email: hsa-contracts@washoecounty.gov

To Contractor:
Adams and Associates, Inc.
c/o Susan Larson, President
6151 Lakeside Drive, Suite 1000
Reno, NV 89511
Email: slarson@adamsaai.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

ARTICLE 24 - UNCONTROLLABLE FORCES

Neither County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable

diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Contractor shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Contractor or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 25 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all legal or adversarial proceedings arising out of this Agreement or its services and the venue for all such proceedings shall be conducted within the state district court in Washoe County, Nevada.

ARTICLE 26 - MISCELLANEOUS

26.1 Nonwaiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

26.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

26.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement is entitled to reasonable costs and attorneys' fees.

ARTICLE 27 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

In the event of any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit A and then any other agreement / exhibits.

ARTICLE 28 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 29 - ASSIGNMENT

Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent contractors, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 30 - OWNERSHIP OF DOCUMENTS AND PRODUCTS

Unless otherwise specified in this Agreement, Contractor assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement. All such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Agreement.

ARTICLE 31 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Contractor.

ARTICLE 32 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

ARTICLE 33 - COMPLIANCE WITH FEDERAL AND STATE FUNDING

Contractor agrees to the additional terms and conditions related to the compliance with Federal and State funding requirements. These requirements are set forth in Exhibit B which is attached hereto and incorporated by reference.

ARTICLE 34 – COMPLIANCE WITH LAWS

Contractor agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement. The Contractor shall at all times be in compliance with Immigration and Naturalization Laws regarding the

eligibility of its employees or sub-contractors to work in the United States.

IN WITNESS WHEREOF, the parties have agreed, and by duly authorized signature have executed this Agreement to begin effective July 1, 2024.

WASHOE COUNTY:

By: _____
Mark Stewart, Purchasing & Contracts Manager
Washoe County

CONTRACTOR:

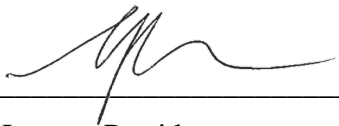
By:  _____
Susan Larson, President
Adams & Associates

Exhibit A
**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR
SERVICE PROVIDERS INVOLVING ACTIVITIES WITH MINORS**

INTRODUCTION

Washoe County has established specific insurance and indemnification requirements for contractor contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a contractor accepts and is able to pay for a loss or liability related to its activities.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR procure, and maintain the following insurance conforming to the minimum requirements specified below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

CONTRACTOR shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

CONTRACTOR waives all rights against COUNTY, its officials, officers, employees, volunteers and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this Agreement. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

CONTRACTOR shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage per occurrence. and Five Million Dollars (\$5,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products and completed operations, personal and advertising injury, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Coverage shall not be subject to any exclusions for injury or damage arising out of actual or alleged assault, battery, sexual, physical or emotional abuse or molestation by Contractors, including its staff, volunteers, subcontractors or other representatives.

Additional Insureds: COUNTY, its officials, agents, officers, volunteers, employees and any other Indemnitees included under this Agreement shall be included as insureds under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. CONTRACTOR shall also include additional insured coverage for its products and completed operations exposures if applicable to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

Primary Insurance: This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

Waiver of Subrogation: CONTRACTOR waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this this Agreement for recovery of

damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Agreement. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

CONTRACTOR shall procure and maintain, during the term of this Agreement, business automobile liability and, if necessary, commercial umbrella insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles. Business auto coverage shall be written on any of the unmodified ISO forms (CA 00 01, CA 00 05, CA 00 12, CA 00 25), or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. If CONTRACTOR does not have any owned or leased automobiles, COUNTY may agree to accept Hired & Non-Owned Auto Liability Coverage included under the CONTRACTOR's Commercial General Liability.

If CONTRACTOR is an individual person that only uses their personal vehicle(s) in the performance of services under this Agreement, COUNTY may accept evidence of personal automobile liability with limits of insurance acceptable to COUNTY.

Waiver of Subrogation: CONTRACTOR waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY INSURANCE

Professional Liability: CONTRACTOR shall maintain professional liability insurance applying to liability for a professional error, act or omission arising out of the scope of professional services provided under this Agreement. Limits shall be not less than One Million Dollars (\$1,000,000) each claim and Three Million Dollars (\$3,000,000) annual aggregate.

CONTRACTOR shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement. If coverage is written on a "claims made" or "claims made and reported" basis, any applicable retroactive or pending and prior litigation exclusion dates must precede the effective date of this Agreement.

NETWORK SECURITY/PRIVACY INSURANCE

Contractor shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage

shall be provided with a limit of not less than Five Million dollars (\$5,000,000) per claim and annual aggregate.

Contractor shall maintain this insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying Agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

POLICY CANCELLATION OR NON-RENEWAL

CONTRACTOR or its insurers shall provide at least thirty (30) days' prior written notice to COUNTY prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officials, officers, agents, employees or volunteers.
- 2) CONTRACTOR'S liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as "A, X" or better. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower A.M. Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier.

VERIFICATION OF COVERAGE

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. *All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.* COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONTRACTORS

CONTRACTOR shall include all Subcontractors under its coverage or shall contractually require all of its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under the applicable liability policies without requiring a written contract or Agreement between COUNTY as the additional insured and Subcontractor. CONTRACTOR shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and COUNTY as additional insureds. Sub-contractor shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-contractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.
4. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

Exhibit B
**ADDITIONAL TERMS AND CONDITIONS RELATED TO COMPLIANCE WITH FEDERAL
AND STATE FUNDING REQUIREMENTS**

This project is expected to be supported with Federal funds. The Contractor is responsible for understanding and complying with all applicable requirements and provisions.

From 2 CFR 200 - Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and terminations shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under the Agreement. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- iv. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
- v. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
- vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

(B) Termination Without Cause. This Agreement may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 15 calendar days from the date of service of the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. If this agreement is unilaterally terminated by the County, Contractor shall use its best efforts to minimize the cost to the County and Contractor will not be paid for any cost that Contractor could have avoided.

(C) Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with **the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3)**, in which the contractor is 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 or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 must 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 the non-Federal award.

(J) Vietnam Veterans. The Contractor agrees to comply with Section 402-Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.

(K) Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended

(L) Procurement of recovered materials § 200.323. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(M) Domestic Preferences for Procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: “produced in United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass; including optical fiber; and lumber.

(N) Access and Retention of Records

- i. The Contractor agrees to provide the COUNTY, relevant federal agency or any of their authorized representatives, Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide relevant federal agency or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(O) Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that if Federal financial assistance will be used to fund all or a portion of the contract, the contractor will comply with all applicable Federal law, regulations, executive orders.

(P) Prohibition on certain telecommunications and video surveillance services or equipment § 200.216. Prohibited from obligating or expending funds to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

(Q) Domestic preferences for procurements § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(R) Hatch Act. Neither CONTRACTOR program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

(S) Drug-Free Workplace Requirements. Contractor agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. Contractor certifies that it will provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
- 4) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the agency within ten days after receiving notice under subparagraph (iv) (b) from an employee or otherwise receiving actual notice of such convictions;

- 6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (iv) (b), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

(T) Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(U) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders.

(V) Solicitations to Women and Minority Owned Businesses. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, these steps include:

- i. Placing qualified small and minority owned businesses and women's business enterprises on solicitation lists;
- ii. Assuring that, in the instance that solicitation lists are maintained, qualified small and minority businesses, and women's business enterprises are placed on the list;
- iii. The Nevada Department of Transportation provides a listserv of Women and Minority owned business and can be utilized at ndot@dbesystem.com;
- iv. When economically feasible, divide total requirements into smaller tasks or quantities to maximize small and minority businesses, and women's business enterprises participation;
- v. Where the requirement permits, when establishing delivery schedules, encourage participation by small and minority businesses, and women's business enterprises;
- vi. Where available, use services and assistance of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(W) Build America, Buy America Act. The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein. the Contractor self-certifies and acknowledges that iron, steel, and other manufactured products for construction must be made in America and sourcing documentation must be maintained for audit purposes.

(X) Contract Changes or Modifications. Must be agreed upon in writing and signed by both parties.

(Y) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.


Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION

The Contractors shall complete the following statement by checking the appropriate boxes.

1. The Bidder (Contractor) has participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246. Yes No
2. The Bidder (Contractor) submitted all compliance reports in connection with any such contract due under the applicable filing requirements, and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts. Yes No

If the Contractor has participated in a previous contract subject to the equal opportunity clauses and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.



Signature of Contractor's Authorized Official

5-31-2024

Date

Susan J. Larson, President

Name and Title of Contractor's Authorized Official

LOBBYING ASSURANCES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Signature of Contractor's Authorized Official

5-31-2024

Date

Susan J. Larson, President

Name and Title of Contractor's Authorized Official

Type text here

DEBARMENT, SUSPENSION, INELIGIBILITY, or VOLUNTARY EXCLUSION

The undersigned contractor or subcontractor certifies, to the best of his/her knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency or program.
2. Where either the contractor or subcontractor is unable to certify to any of the above statements, the contractor or subcontractor shall attach an explanation as to why they are unable to submit certification.



Signature of Contractor's Authorized Official

5-31-2024

Date

Susan J. Larson, President

Name and Title of Contractor's Authorized Official

All contractors with awards of \$50,000 or more will be required to be registered with SAM.gov prior to execution of the agreement.

BUILD AMERICA, BUY AMERICA (BABA) ACT

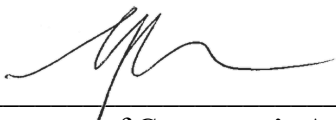
The contractor and its sub-contractors shall comply with the Build America, Buy America provisions set forth in Pub. L. No. 117-58, §§7091-52 for infrastructure projects requiring the use of steel, iron, and manufactured goods produced in the United States, in accordance with the conditions set forth therein.

Absent a federal waiver, all iron, steel, manufactured products, and construction materials permanently incorporated in this infrastructure project must comply with BABA requirements. BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project.

Federal agencies are working with the Made In America Office and the Office of Management and Budget for implementation information, as a result, supplemental guidance may be forthcoming.

Requirements:

- Contractor is prepared to certify compliance with required provisions and will coordinate to provide all relevant information;
- Contractors and Subcontractors must maintain, and make available upon request, documentation that links the product used to the project, and that products delivered and used on site are accompanied by proper documentation to demonstrate compliance with BABA Act;
- When submitting for payment the Contractor certifies they have reviewed and documented all products and materials submitted for payment, and certifies documentation is sufficient to demonstrate compliance with BABA requirements.
- In the instance that material is unable to be sourced consistent with the BABA Act, contract managers must coordinate with program administrator to advise, and determine next steps (e.g., contact with federal agency, waiver requests etc.).



Signature of Contractor's Authorized Official

5-31-2024

Date

Susan J. Larson, President

Name and Title of Contractor's Authorized Official