

**ADDENDUM TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ARCHITECT – AIA DOCUMENT B133-2019**

**REQUIRED CONTRACT PROVISIONS
PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021,
STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM**

Eagles Landing II, LLC managed by Northern Nevada Community Housing (“NNCH”) is the subrecipient of funds from Department of Business and Industry State of Nevada, Nevada Housing Division as pass-through of American Rescue Plan Act (“ARPA”), Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program funds from the United States Department of the Treasury (the “U.S. Treasury”), Assistance Listing 21.027. NNCH will use SLFRF program funds to pay for allowable costs of obtaining the services set forth in its Agreement (the “Agreement”) with [xxx] (hereinafter referred to as “Contractor”). Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the “Supplementary Conditions”).

Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “NNCH” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NNCH requests that would cause NNCH to be in violation of these Supplementary Conditions.

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, state and local laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA SLFRF funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of NNCH such provision shall forthwith be inserted and written notice provided to Contractor.

2. AVAILABILITY OF FUNDS LIMITATION. The continuation of the underlying Agreement and payments thereunder shall be subject to the availability of SLFRF funds to NNCH under the Subaward. NNCH shall promptly notify Contractor, in writing, of any (i) termination of the Subaward or (ii) modification of funding available under the Subaward that might negatively impact NNCH's Agreement with Contractor and NNCH shall compensate Contractor for services performed prior to termination or funding modification, reimbursable reasonable expenses incurred, and reasonable costs attributable to termination, including the lesser of the reasonable costs of services performed by Contractor's consultants prior to termination or funding modification or the reasonable costs attributable to Contractor's termination of said consultant agreements due to termination or funding modification.

3. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all laws and regulations applicable to ARPA SLFRF funds, including but not limited to the applicable Office of Management and Budget Circulars. The Contractor, and, if applicable, subcontractors, shall only use ARPA SLFRF funds for eligible ARPA SLFRF activities as described under subsection (c) of Section 602 or subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, SLFRF Program regulations at 31 C.F.R. Part 35, Subpart A, and all other applicable laws and regulations governing the use of ARPA SLFRF funds.

4. BREACH OF CONTRACT TERMS. NNCH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Contractor to the extent necessary shall cooperate and maintain information and documentation to allow NNCH to comply with the applicable regulations governing use of the ARPA SLFRF funds, including, but not limited to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so shall constitute a material breach that may result in refusal of payment among other remedies available at law.

6. RECORDS AND REPORTING REQUIREMENTS. Contractor shall establish and maintain complete records, including accurate books, records, receipts, invoices, POs, other documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for NNCH under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Sections 6 and 7 below. NNCH and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of Contractor, within NNCH or, if no such office is available, at a mutually agreeable and reasonable venue within NNCH or Contractor's place of business, for the term

specified in Sections 6 and 7 for the purposes of inspection, auditing and copying. Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by NNCH. The Contractor shall cooperate with all NNCH efforts to comply with ARPA SLFRF related requirements and regulations pertaining to recordkeeping and reporting.

7. AUDIT / ACCESS TO RECORDS. NNCH, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and local guidelines. Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit NNCH's right to audit and/or access Contractor records that may be provided under the Agreement.

8. MAINTENANCE / RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") for five (5) years after all funds have been expended or returned to Treasury, whichever is later.

9. SAM. Contractor shall comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:

- a. Be registered in the SAM prior to submission of an application or plan;
- b. Maintain an active SAM registration with current information, including information on its immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency;
- c. Provide its unique entity identifier to NNCH as needed; and
- d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

10. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 1000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 1000 and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by NNCH. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 1000, in addition to remedies available to NNCH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 1000 throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. MANDATORY DISCLOSURES FOR FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS). Consistent with 2 C.F.R. 200.113, applicants and recipients must disclose in a timely manner in writing to the U.S. Department of the Treasury all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make the required disclosures can result in any of the remedies described in 2 CFR 200.339. Remedies for noncompliance, including suspension or debarment (*See* 2 CFR part 180 and 31 U.S.C. 3321). Should Contractor become aware of any information pertaining to this mandatory disclosure obligation, it will provide a written report to its NNCH representative.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and NNCH may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of NNCH.

13. CONFLICTS OF INTEREST. The Contractor shall notify NNCH in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that NNCH is able to assess such actual or potential conflict. The Contractor shall provide NNCH any additional information necessary for NNCH to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by NNCH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by NNCH, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

14. SUBCONTRACTING / ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NNCH, except as otherwise provided

for in the Agreement.

15. DOMESTIC SOURCING PREFERENCE TO THE EXTENT PRACTICABLE.

To the greatest extent practicable for work under this Agreement, per 2 C.F.R. 200.322 (Domestic Preference for Procurements), Contractor shall use goods, manufactured products, or materials produced in the United States. For purposes of this clause, “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, concrete, glass (including optical fiber), and lumber. For purposes of this clause, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial smelting stage through the application of coatings, occurred in the United States.

16. SECTION 889 COMPLIANCE. Contractor is prohibited, in performance of this Agreement, from providing NNCH any equipment, service or system that uses, as a substantial component, covered telecommunications equipment or services. “Covered telecommunications equipment” is defined at Section 889 of Public Law 115-232 (Aug. 13, 2018) and 2 C.F.R. § 200.216 to include the equipment and services of Huawei Technology Company and ZTE Corporation as well as that of certain other entities and their affiliates. If Contractor determines, during the term of this Agreement or during a period extending for one (1) year after the end of the term, that it failed to comply with this prohibition, it shall promptly notify NNCH and replace the noncompliant equipment or service with compliant equipment or services at no additional cost to NNCH. Contractor will provide to NNCH written certification that it has not provided any covered telecommunications equipment or services, to NNCH, in connection herewith.

17. CERTIFICATION REGARDING LOBBYING (“BYRD ANTI-LOBBYING AMENDMENT”). Contractor’s representative certifies to the best of his or her knowledge and belief that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.
- (b) 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 Agreement or the federal grant/cooperative agreement funding this Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in

accordance with its instructions.

- (c) Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

The above 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 31 U.S.C. § 1352. Any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (d) No funds under this Agreement shall be used for lobbying federal, state, or local officials.

18. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. 200.321.

19. NONDISCRIMINATION. Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
- d. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000). Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
- e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.), as implemented by all applicable regulations: Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable

regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107): Contractor shall comply with the Age Discrimination Act of 1975, as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- g. Equal Employment Opportunity-E.O. 11246, as amended, and the terms set forth in 2 C.F.R. part 200, App. II(C); and
- h. Applicable Nevada state and local laws.

20. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligations to NNCH in carrying out the underlying program, will not itself so discriminate. Contractor shall provide data as requested by NNCH to demonstrate compliance with these requirements.

21. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- a. Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- b. Contractor agrees that it will require that the language of this certification be included in any subcontract that contains provisions for children's services and that all subcontractors shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

22. DRUG FREE WORKPLACE. Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on Contractor's premises or off the Contractor's premises while conducting official business. Contractor shall report any conviction to NNCH.

23. RELOCATION ASSISTANCE. Contractor shall comply, or has already complied, if applicable, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition,

- a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
- b. The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and
- c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

25. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.).

26. LABOR STANDARDS. Contractor shall comply, as applicable, with the provisions of the Copeland Act (40 U.S.C. §276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) (compensation of mechanics or laborers), regarding labor standards for federally-assisted construction, as follows:

a. As a federally-supported contract, this contract is subject to the Copeland Anti-Kickback provision at 18 U.S.C. § 874, generally prohibiting contractors from requiring any employee to give up any part of the compensation to which the employee is entitled under his or her contract of employment. This contract is not subject to the Davis Bacon Act, to the extent the underlying project is funded solely with SLFRF program funds, per U.S. Dept. of Treasury's **SLFRF Final Rule (Preamble)**, 87 Fed. Reg. 4431 (Jan. 27, 2022) at n. 371 and accompanying text, and **SLFRF FAQs 2.21** (April 10, 2023) at 19.

b. The following terms required by the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) and regulations at 29 C.F.R. 5.5(b) shall be included in any contracts and any lower-tier subcontracts, in excess of \$100,000, involving the work of laborers and mechanics (including watchmen and guards):

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

“(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [paragraph \(b\)\(1\)](#) of this section.

“(3) **Withholding for unpaid wages and liquidated damages.** NNCH of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in [paragraph \(b\)\(2\)](#) of this section.

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

“(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, Treasury shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Treasury shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

27. LEAD-BASED PAINT. Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

28. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (“E.O.”) 13513, Contractor is encouraged to implement workplace restrictions on text messaging while driving. Contractor shall prohibit its employees from text messaging while driving, as defined within E.O. 13513, at all times when such employees are working in furtherance of this Agreement.

29. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 Fed. Reg. 19217 (Apr. 18, 1997), Contractor should encourage its employees and lower-tier subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

30. PUBLIC NOTICES. Contractor shall not issue any public statements regarding the work performed under this Agreement without prior approval of NNCH. All notices, informational pamphlets, press releases, research reports, signs and similar public notices

prepared and released by Contractor in relation to this Agreement shall include the statement “This project is supported by the U.S. Department of Treasury as part of an award of federal ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program funds to Department of Business and Industry State of Nevada, Nevada Housing Division to Eagles Landing II, LLC managed by Northern Nevada Community Housing (NNCH), Subrecipient. The views expressed are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, NNCH, State of Nevada, Treasury or the U.S. Government.” All notices by Contractor in relation to this Agreement shall be first approved by NNCH.