

**PROFESSIONAL SERVICES AGREEMENT
FOR STEM CENTER OF EXCELLENCE**

This Professional Services Agreement for STEM Center of Excellence (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the “City”), and Growing Gears, a Nevada corporation (“Provider”).

WITNESSETH:

WHEREAS, the City desires to design and implement a science, technology, engineering, and mathematics training center called the STEM Center of Excellence located at the Nevada Partners learning center in North Las Vegas (the “STEM Center”), as outlined in the City’s FY 2020/2021 Housing & Urban Development (HUD), Community Development Block Grant (CDBG) Annual Action Plan Amendment;

WHEREAS, the City Council held a public hearing at its meeting on February 3, 2021 to accept public comments to the City’s 2020/2021 HUD CDBG Annual Action Plan Amendment (the “Action Plan Amendment”) and received public comments to the Action Plan Amendment through February 15, 2021;

WHEREAS, the final Action Plan Amendment with any accepted comments was presented to the City Council during its March 3, 2021 meeting and will be subsequently submitted to the U.S. Department of Housing and Urban Development (“HUD”) for final approval;

WHEREAS, the City, per HUD guidelines, has solicited, through public notice, proposals for consultation and design services, installation of equipment, and implementation of program development services for the STEM Center, as more particularly described in the overview of the STEM Center project attached hereto as Exhibit A (the “Services”) of a STEM Center;

WHEREAS, in response to the City’s advertised request for proposals for the STEM Center, Provider submitted the only proposal;

WHEREAS, Provider has the experience, knowledge, labor, and skill required to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. **Scope of Services**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions, and covenants set forth in this Agreement. Any modification to the Service must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

2. **Term**

This Agreement shall commence on the Effective Date and will continue to be in effect until July 30, 2021 or when the STEM Training Center is complete as determined by the City in its sole and complete discretion, whichever is later, unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

3. **Compensation**

Provider will provide the Services for a total of Five Hundred Twenty Five Thousand dollars (\$525,000), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. **Materials Budget:** The total cost of all equipment and materials purchased for installation in the STEM Center is Three Hundred Seventeen Thousand Five Hundred dollars (\$317,500) based on the items and terms listed in Exhibit A. This amount shall be paid in full prior to procurement of equipment and materials. **Services Budget:** The total cost of the consultation and design services, installation and computer programming services, and program development services is Two Hundred Seven Thousand Five Hundred dollars (\$207,500). This amount shall be paid via progress payments based upon detailed monthly invoices for work completed up to date of invoice. The Services will be performed in accordance with the Contract Completion Schedule detailed in Exhibit A. Periodic progress billing will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City.

4. **Termination or Suspension of Services**

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 When federal funds are expended by the City, the City reserves the right to immediately terminate any contract in excess of the federal micro-purchase threshold resulting from the procurement process in the event of a breach or default of the agreement by Provider, in the event Provider fails to: (i) meet schedules, deadlines, and/or delivery dates within the time specified in the Agreement, procurement solicitation, and/or a purchase order, as applicable; (ii) make any payments owed; or (iii) otherwise perform in accordance with the Agreement and/or the procurement solicitation. The City also reserves the right to terminate the contract immediately, with written notice to the Provider, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Provider will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the Agreement is terminated for convenience of City. As applicable, any award under the

procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.¹

4.2 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Service shall be extended by the amount of time such performance was suspended.

5. **Provider Representations and Warranties**

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power and authority to enter in to this Agreement and such execution is binding on the Provider.

5.1.3 The products that Provider supplies for the STEM Center under this Agreement are free of defects in material, workmanship, and design, suitable for the purpose intended, in compliance with all applicable specifications, and are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance. Provider further warrants that the products are new, are of the latest and most improved model of current production, are comprised completely of unused, genuine, and original parts, and have not been operated for any purpose other than routine operational testing.

5.1.4 All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the

¹ The City is using federal funds to pay Provider for its Services under this Agreement. Because federal funds are being used, certain provisions must be included in this Agreement. These provisions are attached to this Agreement as **Exhibit B** and incorporated into this Agreement by this reference.

Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney's fees, and court costs which the City suffers and/or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, or anyone employed by any of them in fulfillment or performance of the terms, conditions, or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section Six shall survive the termination or expiration of this Agreement until such time until such time as the applicable statutes of limitation expire.

7. **Independent Contractor**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of the Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by the Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. **Confidentiality**

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as otherwise required by law.

8.2 The City reserves the right to refuse to allow any of Provider's employees, agents, or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

9. **Insurance**

9.1 Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1 Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2 Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1.3 Automobile Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such Automobile Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1.4 Professional Liability (errors and omissions) insurance to include coverage for the Services contemplated in this Agreement and any errors or omissions of Provider and its professional staff in connection with this Agreement. The following amounts are minimum limits for the requisite Professional Liability insurance and could be increased to be commensurate with the Services:

Each Claim:	\$1,000,000.00
Annual Aggregate:	\$2,000,000.00

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.3.1 Waive subrogation against the City, its officers, agents, servants and employees;

9.3.2 Provide that they are primary and noncontributing with any insurance which the City may carry;

9.3.3 Include or be endorsed to cover Provider's contractual liability to the City;

9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. **Notices**

Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Rick Damian: Manager
Housing and Neighborhood Services
2250 Las Vegas Blvd., North, Suite 208
North Las Vegas, Nevada 89030
Phone: 702-633-2612
damianr@cityofnorthlasvegas.com

To Provider: Growing Gears, Inc
7455 Arroyo Crossing Parkway, Suite 220
Las Vegas, NV 89113
Attention: Amber Bosket
abosket@growinggears.com
Phone: 877-355-9950

Either party may, at any time and from time to time, change its address by written notice to the other.

11. **Safety**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

12. **Entire Agreement**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

13. **Miscellaneous**

13.1 **Governing Law and Venue.** The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2 **Attorneys' Fees.** In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.2 shall survive the termination or expiration of this Agreement until the applicable statutes of limitation expire.

13.3 **Compliance with Laws and Statutes.** Provider shall comply with all federal, state, and local laws and regulations, and all laws applicable to this Agreement and relative to performing work in the City and in Clark County, Nevada.

13.4 **Assignment.** Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.5 **Amendment.** This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.6 **Controlling Document.** To the extent any of the terms or provisions in Exhibit A or Exhibit B conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.7 **Time of the Essence.** Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.8 **Waiver.** No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.9 **Waiver of Consequential Damages.** The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including without limitation, damages based on delay, loss of use, lost revenues, or lost profits. This section survives default, expiration, or termination of this Agreement.

13.10 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.11 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venture of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.12 Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.13 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the city and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.14 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.15 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.16 Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.17 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.18 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.19 Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.20 Boycott of Israel. Pursuant to NRS 332.065(4), by signing this Agreement, Provider agrees and certifies that it does not currently boycott Israel and will not boycott Israel during any time in which this Agreement is in effect. If at any time after the signing of this Agreement, Provider decides to engage in a boycott of Israel, Provider must notify the City in writing. The term “boycott of Israel” has the meaning ascribed to that term in NRS 332.065.

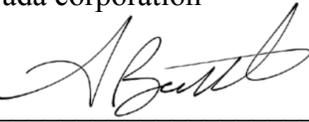
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IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Growing Gears,
a Nevada corporation

By: _____
John J. Lee, Mayor

By:  _____

Name: Amber Bosket

Title: CEO

Attest:

By: _____
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

STEM CENTER OF EXCELLENCE DEVELOPMENT PROJECT

To Include Design, Installation, and Operational Procedures

SCOPE OF WORK

A. Consultation and Design Services

Growing Gears will provide consultation and design services to develop a STEM Center of Excellence in North Las Vegas. For the STEM Center, Growing Gears will design a Computer Classroom with Industry Software (the “Classroom”) and an Advanced Technologies STEM Lab and Makerspace (the “STEM Lab”). Through these services, Growing Gears will design the layout of the Classroom and STEM Lab, select the technology that will be installed in both spaces, and develop an interactive, adjustable, computer-generated 3D model of these designs at real-world scale. The 3D model will enable visualization of the project and facilitate making real-time design adjustments as needed during installation.

B. Installation and Computer Programming Services

Growing Gears will install the Classroom and STEM Lab. Installation services include procurement of lab equipment and materials outlined in the section, Budget; removing and repurposing existing materials and site preparation; and physical installation of all procured equipment and materials. Growing Gears will also install all necessary software, applications, and programs onto computer and mobile devices required for operation of Classroom and STEM Lab technology. In addition, Growing Gears will test all equipment and materials to ensure proper performance.

C. Program Development Services for Operational Procedures

Upon completion of installation, Growing Gears will provide program development services to prepare the Classroom and STEM Lab for operational procedures according to categorized STEM technologies. These services will include defining general operations of both spaces, creating a sample schedule of operations, and preparing manuals for operating technology components.

BUDGET

A. Total Contract Costs

Growing Gears will provide the services described in this agreement for a fixed fee amount of **\$525,000**. This said fixed fee includes all costs to complete the Work outlined in Scope of Work and procurement of all project equipment and materials outlined in this section, Budget. **This said fixed fee is itemized in the following subsections, Materials Budget, and Services Budget.**

B. Materials Budget

The total cost of all equipment and materials being installed in the STEM Center of Excellence is **\$317,500**. This amount shall be paid in full prior to procurement of equipment and materials. Final designs and procurement circumstances may result in substitutions to itemized equipment and materials. Any and all substitutions made will be of equally equitable value. The following outline itemizes the equipment and materials being installed per space:

Computer Classroom with Industry Software	
(6) Performance laptops	\$9,000
(9) Performance desktops	\$22,500
Digital microscopes to include: <ul style="list-style-type: none">• (9) Stationary microscopes• (9) Handheld w/stand• Accessories to include slides, covers, prepared slides, etc.	\$5,750
Other peripherals to include flash storage, dongles, adapters, mouses, mouse pads, keyboards, trackpads, cords, etc.	\$7,750
Software: web design, photo editing, filmmaking, 3D modeling, graphic design, word processing, etc.	\$9,500
(3) Large displays, mounting equipment, HDMI cords, media boxes, etc.	\$4,500
Furniture to include desks, chairs, bookshelves, teacher station, and collaboration station	\$12,500
Miscellaneous materials	\$1,000
Advanced Technologies STEM Lab & Makerspace	
Computing Technologies and accessories to include: <ul style="list-style-type: none">• (12) Performance laptops with professional software• Peripherals to include flash storage, dongles, adapters, mouses, mouse pads, cords, etc.	\$30,500
Mobile Devices and accessories to include: <ul style="list-style-type: none">• (14) iPods, cases, screen protectors, adapters, program apps• (14) iPads, cases, screen protectors, adapters, program apps	\$16,500

<p>Drone Technologies and accessories to include:</p> <ul style="list-style-type: none"> • (12) Drones with video and coding capabilities • (4) Performance drones with professional features and sensors • (4) High-performance drones with professional video, sensor, and maneuvering capabilities • Remote controls, propeller guards, extra propellers, covers, additional batteries, charging hubs, lens filter sets, etc. 	\$16,250
<p>Hydroponic Technologies and accessories to include:</p> <ul style="list-style-type: none"> • (4) Indoor hydroponic growing units (tabletop) • (2) Indoor hydroponic growing units (free-standing) • Growing medium, seeds, nutrients, advanced pH and EC meters, extra grow lights, etc. 	\$8,500
<p>3D Printing Technologies and accessories to include:</p> <ul style="list-style-type: none"> • (12) 3D Printers, fused-filament fabrication (FFF) technology • (2) 3D Printers, stereolithography apparatus (SLA) technology • (1) Large-format FFF 3D printer • Post-processing units, filaments, resins, extra nozzles, etc. 	\$36,750
<p>Virtual Reality Technologies and accessories to include:</p> <ul style="list-style-type: none"> • High-output graphic VR computer and accessories • VR headset, sanitization unit and additional accessories 	\$6,000
<p>Solar Energy Technologies and accessories to include:</p> <ul style="list-style-type: none"> • Solar Energy Training Station • (14) Individual solar training kits • Solar training kits for group collaboration • Professional testing and evaluation equipment 	\$28,750
<p>Interactive Light Wall and accessories to include:</p> <ul style="list-style-type: none"> • (375) Programmable, touch and sound-enabled light panels • Accessories to include power supplies, remote controls, control tablet, mounting equipment, etc. 	\$10,500
<p>Large Displays and accessories to include:</p> <ul style="list-style-type: none"> • (12) large monitors for monitor array • (2) large monitors for instructor station • (1) large monitor for VR station • Mounting equipment, hardware, cords, connectors, etc. 	\$17,750

Instructor Station to include: <ul style="list-style-type: none"> • High-output computer with dual-monitor display • Handheld digital microscope and other peripherals to include keyboard, mouse, mouse pad, adapters, etc. 	\$3,750
Furniture to include: <ul style="list-style-type: none"> • Workstation components, bookshelves and storage units • Tables and chairs • 3D printer display 	\$32,500
Additional Materials to include: <ul style="list-style-type: none"> • Air purification, security cameras, and miscellaneous materials 	\$12,250
Prefabrication, Site Preparations, Shipping and Delivery Costs	\$25,000
GRAND TOTAL: Equipment & Materials	\$317,500

C. Services Budget

Growing Gears will provide the Consultation and Design Services, Installation and Computer Programming Services, and Program Development Services, as described in the Scope of Work, for a fixed fee amount of \$207,500. This amount shall be paid via progress payments based upon detailed monthly invoices submitted the last day of each month, for the percentage of Work complete to date. Monthly progress payments shall be paid within thirty (30) days of receipt of invoice. These services will be performed in accordance with the section, Contract Completion Schedule. The following outline itemizes these services per space:

Computer Classroom with Industry Software	
Consultation and Design	\$10,000
Installation and Computer Programming	\$37,500
Program Development	\$30,000
Advanced Technologies STEM Lab & Makerspace	
Consultation and Design	\$20,000
Installation and Computer Programming	\$75,000
Program Development	\$35,000
GRAND TOTAL: Services	\$207,500

CONTRACT COMPLETION SCHEDULE

Task	Duration	Start	Finish
Contract Execution	7 days	Thu 3/4/2021	Fri 3/12/2021
Consultation and Design Services:	10 days	Mon 3/15/2021	Fri 3/26/2021
Design of Classroom Layout	5 days	Mon 3/15/2021	Fri 3/19/2021
Design of STEM Lab Layout	5 days	Mon 3/15/2021	Fri 3/19/2021
3D Model of Classroom	5 days	Mon 3/15/2021	Fri 3/19/2021
3D Model of STEM Lab	5 days	Mon 3/15/2021	Fri 3/19/2021
Classroom Technology Selection	10 days	Mon 3/15/2021	Fri 3/26/2021
STEM Lab Technology Selection	10 days	Mon 3/15/2021	Fri 3/26/2021
Installation & Computer Programming Services:	60 days	Mon 3/15/2021	Fri 6/4/2021
Procurement of Classroom Materials	15 days	Mon 3/15/2021	Fri 4/2/2021
Procurement of STEM Lab Materials	15 days	Mon 3/15/2021	Fri 4/2/2021
Site Preparations for Installation of Classroom	10 days	Mon 3/22/2021	Fri 4/2/2021
Site Preparations for Installation of STEM Lab	10 days	Mon 3/22/2021	Fri 4/2/2021
Installation of Classroom	45 days	Mon 4/5/2021	Fri 6/4/2021
Installation of STEM Lab	45 days	Mon 4/5/2021	Fri 6/4/2021
Computer Programming of Classroom Technology	15 days	Mon 5/17/2021	Fri 6/4/2021
Computer Programming of STEM Lab Technology	15 days	Mon 5/17/2021	Fri 6/4/2021
Program Development Services:	20 days	Mon 6/7/2021	Fri 7/2/2021
General Operations for Classroom	20 days	Mon 6/7/2021	Fri 7/2/2021
General Operations for STEM Lab	20 days	Mon 6/7/2021	Fri 7/2/2021
Sample Operating Schedule for Classroom	20 days	Mon 6/7/2021	Fri 7/2/2021
Sample Operating Schedule for STEM Lab	20 days	Mon 6/7/2021	Fri 7/2/2021
Operations Manual for Classroom	20 days	Mon 6/7/2021	Fri 7/2/2021
Operations Manual for STEM Lab	20 days	Mon 6/7/2021	Fri 7/2/2021

* Dates may changes due to circumstances outside of Growing Gears' control. In the event of these circumstances, the timeline will be updated accordingly.

EXHIBIT B

FEDERAL FUNDS AGREEMENT PROVISIONS

REMEDIES

Agreements for more than the Federal simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Providers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

When Federal Funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of a breach of the Agreement by either party.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

Therefore, if applicable, during the performance of this contract, the Provider agrees as follows:

(1) The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider 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. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

(4) The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Provider. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or Provider as a result of such direction by the administering agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

The Provider further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Provider agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Providers and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Provider further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Provider debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Providers and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Provider agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Providers must be 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, Providers 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. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Provider or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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 sub-recipient 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 sub-recipient 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.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 Provider must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts and sub-grants of amounts in excess of the Federal simplified acquisition threshold must contain a provision that requires the non-Federal award to agree to 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).

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) By entering into this contract, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

(3) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(4) This certification is a material representation of fact relied upon by the City. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(5) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Vendors who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Pursuant to this Federal rule, when Federal funds are expended by the City, Vendor certifies that during the term and after the awarded term of an award for all contracts by the City resulting from the procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies 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 a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 certificate 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 such failure.

PROCUREMENT OF RECOVERED MATERIALS

When Federal funds are expended by the City, the City and its Providers 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: (1) 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 the Federal Micro-purchase threshold or the value of the quantity acquired during the preceding fiscal year exceeded the Federal Micro-purchase threshold; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to this Federal rule, when Federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Vendor certifies, by signing this contract, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When Federal funds are expended by the City, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Vendor agrees to provide the State of Nevada, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The Vendor shall not use the DHS seal(s), logos, crests or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may or will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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 City, Vendor, or any other party pertaining to any matter resulting from this contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.