

Amendment No. 1 to
Interlocal Agreement No. NM467-16-015

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the “DEPARTMENT”, and Washoe County, hereinafter referred to as the “COUNTY.”

WITNESSETH:

WHEREAS, on September 8, 2016, the parties entered into Interlocal Agreement No. NM467-16-015 to define the respective operations and maintenance responsibilities for the IMPROVEMENTS incorporated into the PROJECT, including the shared-use path now known as the Tahoe East Shore Trail and the associated parking facilities now known as the North Trailhead Parking – Ponderosa Ranch; and

WHEREAS, the Parties desire to amend the Agreement to incorporate additional projects into the PROJECT, which shall collectively be referred to as the “ADDITIONAL PROJECTS”; and

WHEREAS, the ADDITIONAL PROJECTS include Project TAP-0028-(340), EA 74467 (STIP Project ID: WA20220008; Agreement No. PR 462-22-063), which proposes the construction of approximately thirty-eight (38) public parking spaces, three (3) employee parking spaces, a connecting shared-use path at the northern end of the existing North Trailhead Parking – Ponderosa Ranch, and the formalization of an existing transit stop within the DEPARTMENT’s right-of-way, and this Amendment extends the operations and maintenance roles and responsibilities previously established between the COUNTY and the DEPARTMENT under the Agreement to the improvements associated with these ADDITIONAL PROJECTS; and

WHEREAS, the ADDITIONAL PROJECTS further include Project STBG-0028-(341), EA 74468 (STIP Project ID: XS20170020; Agreement No. PR 463-22-063), which proposes the relocation of on-highway parking, parking lot extensions, approximately 0.9 miles of trail, a prefabricated bridge, a pedestrian signalized crossing, and pullouts between Chimney Beach and Secret Harbor for parking, transit, trail, and safety improvements, including the installation of a pedestrian crossing at the Chimney Beach parking lot; and

WHEREAS, the SR-28 Corridor Operations and Maintenance Interlocal Agreement, dated August 1, 2015, was executed by the partnering agencies to define the roles and responsibilities for the shared-use path and associated parking facilities along the SR-28 corridor as shown in **Attachment A.1**, and this Amendment continues and affirms the maintenance responsibilities between the COUNTY and the DEPARTMENT for the PROJECT, including the ADDITIONAL PROJECTS, as part of the broader SR-28 Corridor Operations and Maintenance Interlocal Agreement; and

WHEREAS, the DEPARTMENT entered into Agreement No. NM790-19-015 with the Tahoe Transportation District (TTD) to administer and be responsible for the parking management system, including administration, operations, system maintenance, fee collection, and enforcement of parking fees for the parking facilities associated with the PROJECT, including the ADDITIONAL PROJECTS; and

WHEREAS, the DEPARTMENT has sufficient right-of-way to extend a parking configuration similar to the existing Bonanza parking area north of the existing Bonanza parking area to a location south of Sweetwater Road, and such work includes the construction of approximately thirty-eight (38) parking spaces, a connecting path to the existing Tahoe East Shore Trail, visitor signage, and related facilities, which shall be considered ADDITIONAL IMPROVEMENTS under the Agreement; and

WHEREAS, the purpose of this Amendment is to extend the operations and maintenance responsibilities established under the Agreement to apply to the ADDITIONAL IMPROVEMENTS incorporated into the PROJECT as part of the ADDITIONAL PROJECTS; and

WHEREAS, another purpose of this Amendment is to add approximately thirty-eight (38) public parking spaces, three (3) employee parking spaces, and a connecting shared-use path, as further described in **Attachment B.1**, with operations and maintenance responsibilities to continue in accordance with the terms and responsibilities set forth in the Agreement; and

WHEREAS, this Agreement shall be converted to a payable agreement, and the Agreement Number shall be updated to P467-16-015; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. NM467-16-015.

NOW, THEREFORE, the parties agree as follows:

1. Agreement No. NM467-16-015 shall now be P467-16-015.
2. Article 1 – County Agrees, Paragraph 8, is amended by deleting it in its entirety and inserting in its place:
“To invoice the DEPARTMENT for one hundred percent (100%) of the replacement or repair costs associated with lighting and two (2) RRFB signs located at Lakeshore Boulevard and SR-28, as well as two (2) RRFB signs located at SR-28 within the Chimney Beach parking lot, for equipment repaired or replaced due to accidental damage, provided that such costs exceed One Thousand and No/100 Dollars (\$1,000.00) and are unrecoverable through insurance or other sources. In the event the anticipated repair or replacement costs exceed One Thousand and No/100 Dollars (\$1,000.00), the COUNTY shall notify the DEPARTMENT prior to initiating repairs in order to coordinate the required repair or replacement.”
3. Article I - County Agrees, is amended and supplemented by adding the following paragraphs:
 - a. “To operate and maintain the two (2) RRFB signs and all associated pedestrian crossing infrastructure, including advance warning signage, crosswalk pavement markings, other pavement markings, and lane line striping required for the pedestrian crossing system located at the Chimney Beach parking lot along SR-28, in Washoe County, Nevada. Repainting of crosswalk pavement markings and other pavement markings shall occur at least once annually, preferably during the spring of each year.”
 - b. “To be responsible for furnishing and installing all pavement striping for the pedestrian crosswalk located at the Chimney Beach parking lot, as depicted in **Attachment C.1**, as well as the pavement striping associated with the transit pullout located on the west side of SR-28, north of the pedestrian crossing near Lakeshore Boulevard, as depicted in **Attachment D.1**.”
4. Article II – Department Agrees, Paragraph 1 is amended by deleting it in its entirety and inserting in its place:
“To participate with the COUNTY in the costs of replacement necessary for major repairs resulting from accidental damage to the pedestrian crossing systems located at Lakeshore Boulevard and SR-28 and at SR-28 within the Chimney Beach parking lot, including associated lighting and two (2) RRFB signs, provided that such repair/replacement costs exceed One Thousand and No/100 Dollars

(\$1,000.00) and are unrecoverable from third-party insurance or other sources. The DEPARTMENT's participation shall be one hundred percent (100%) of the cost of infrastructure repaired or replaced in excess of One Thousand and No/100 Dollars (\$1,000.00). In the event such costs exceed One Thousand and No/100 Dollars (\$1,000.00), the COUNTY shall notify the DEPARTMENT to coordinate the required repairs or replacement."

5. Article II – Department Agrees, is amended and supplemented by adding the following paragraph:
" To be responsible for the maintenance of the pavement for the transit pullout located on the west side of SR-28, north of the existing pedestrian crossing near Lakeshore Boulevard, as depicted in **Attachment D.1.**"
6. All of the other provisions of Agreement No. NM467-16-015 dated September 8, 2016, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Washoe County

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

Deputy Attorney General

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Agreement No. NM 467-16-015 Amendment No. _____ Task Order No. _____ Task Order Amendment No. _____
Start Date: 9/8/16 End Date: open Amendment Date: _____ Procured by: Interlocal
Agreement Type: Cooperative Agreement Sub-Type: Maintenance Procurement No.: _____
Purpose: Define each parties responsibilities for operation and maintenance of the SR 28 shared used path,
parking areas, and pedestrian crossing.

County(ies) where work is being performed: Washoe

Contact Person: Nick Johnson Phone No.: 775-888-7318 Email: njohnson@dot.state.nv.us
Project Manager: Nick Johnson Phone No.: 775-888-7318 Email: njohnson@dot.state.nv.us

Second Party Information

Contact Person: Cheryl Surface Email: csurface@washoecounty.us Phone No.: 775-328-3699
Company Name: Washoe County NV Business License No.: Exempt
Primary Address: P.O. Box 11130 Reno NV 89520 Business License Expiration: 01-01-01
Invoice Remit To Address: _____ Business License Search

Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: 0 Org No. Responsible for Billing: CO15 Funding Percentage: _____
Payable Amount: _____ Fixed Fee %: _____ Payment Code: Non-Monetary Federal %: _____
Receivable Amount: _____ Overhead %: _____ Payment Cycle: n/a State %: _____
Amendment Amount: _____ Retention %: _____ Security Deposit: Yes ☐ No ☐ Local %: _____
Fed Participation: Yes ☐ No ☒ In-Kind Services: Yes ☐ No ☐ Deposit Amount: _____ DBE Goal: _____
Appr Unit: _____ Activity: _____ Object: _____ Job/Project: _____

Project Identification

Project ID No.: _____ Contract: _____
EA No.: 73990 Other: _____

Board Approval

Yes ☐ No ☒ Transportation ☐ BOE ☐ Meeting Date: _____ BOE Contract No.: _____
Approved Date: _____ Agenda Item No.: _____
Does the firm employ current or former State employees who have left State employment in the past two years? Yes ☐ No ☐
If yes, who, where did they work, and when did they leave?

Review Approval:

Asst. Director _____
Dist./Div. Head CM
Environmental _____
IT 9-1-16
Legal 9-1-16 7-22-16
Proj. Accting. _____
Right of Way _____

Final Distribution

Recipient: _____

Required docs to start process:
(to be completed by Admin Services)

Original Summary Sheet: ☒
Original Form 2A: ☐
Electronic Draft of Agreement: ☒
Agree Services 07/18/16 um

Execution:
(to be completed by Admin Services)

Do Not Pay (Federal only) _____
NV Board of Engineers _____
AGMM _____ ANOT _____
AGMT _____ AGML _____
Notice of Award Sent _____
Tracking Log Updated _____
Insurance Log Updated _____
Date/Initials 9/8/16 PK
Verified 9/16/16 KE

9-34
775
LH

INTERLOCAL AGREEMENT
MAINTENANCE AND OPERATIONS OF THE NEVADA SR-28 SHARED USE PATH
AND ASSOCIATED PARKING FACILITIES

This Agreement is made and entered on 9/8/16, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter referred to as "DEPARTMENT" and Washoe County, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an Agreement by public agencies to obtain a service from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into Agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any government service, activity, or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter referred to as "Agreement"; and

WHEREAS, Project SPF-028-1(024)), EA 73990, proposes to construct a shared-use path between Incline Village and the Sand Harbor Management Area of Lake Tahoe Nevada State Park, and to construct trailhead parking within the DEPARTMENT's Right-of-Way on the east side of SR-28 at the northern end of the shared-use path, hereinafter called the PROJECT; and

WHEREAS, the SR-28 Corridor Operations and Maintenance Interlocal Agreement dated August 1, 2015, was signed by all partnering agencies to define roles and responsibilities of Nevada State-to-State Line Bike Project, and this Agreement supplements the maintenance responsibilities between the COUNTY and DEPARTMENT for the PROJECT as part of the greater SR-28 Corridor Operations and Maintenance Interlocal Agreement; and

WHEREAS, the DEPARTMENT owns two parcels, APNs #130-301-10 and #130-302-10 which will be used as parking areas. The parking areas will include approximately ninety (90) parking spaces near Ponderosa Ranch, a connection to the shared used path, and visitor facilities such as benches, bike racks, information kiosks, etc., hereinafter referred to as "IMPROVEMENTS"; and

WHEREAS, another purpose of this Agreement is to address each party's responsibilities concerning the maintenance and operation of the pedestrian crossing and lighting system located at Lakeshore Boulevard and SR-28, in Washoe County, Nevada; and

WHEREAS, the purpose of this Agreement is to define the operations and maintenance responsibilities for the IMPROVEMENTS, and pedestrian crossing and lighting system for PROJECT; and

WHEREAS, the PROJECT will be of benefit to the DEPARTMENT, the COUNTY, the people of the State of Nevada, and the traveling public; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – COUNTY AGREES:

1. To operate and maintain the IMPROVEMENTS, in perpetuity, including, but not limited to, the provision of such services as routine maintenance (e.g., sweeping of parking areas and shared use path, etc.) and capital infrastructure maintenance (e.g., restriping, resealing, pavement overlays, or similar capital repairs of parking areas and the shared use path connecting SR-28 parking areas). The COUNTY shall perform its duties in a manner satisfactory to the DEPARTMENT and without cost to the DEPARTMENT, and these duties shall be undertaken by the COUNTY in a manner conforming to accepted industry standards and practices.

2. The COUNTY may elect to levy a parking fee to pay for the cost of maintenance of the off-highway parking areas, the shared use path connecting parking areas along any portion of SR-28, and visitor facilities associated with the shared use path and parking facilities such as, but not limited to, bike racks, benches, signage, kiosks, etc. It is anticipated that those funds generated by such a parking fee will be used in the following priority manner: (1) Parking Management System(s), such as administration, operation, and maintenance of the parking management system(s) including administration, financial accountability, education, enforcement, maintenance, replacement of equipment, technology, and any other costs associated with the parking management system(s); (2) Routine Annual Maintenance, such as trash collection, sweeping, pumping water quality vaults, minor crack sealing or touch up restriping and crack sealing, sign replacement, and other items related to infrastructure lifespan sustainability or visitor safety, education, or experience; (3) Capital Infrastructure Maintenance including, but not limited to, major resealing, major restriping of pavement, pavement overlays or full replacement of a visitor amenity such as information kiosks, bike racks, benches, and signage; and (4) Transit Operations to provide matching funds to pay transit operation costs within SR-28 should funds remain after fulfilling all of the priorities identified in this paragraph.

3. To obtain encroachment permits from the DEPARTMENT, at no cost to the COUNTY, for maintenance of the IMPROVEMENTS within the DEPARTMENT's right-of-way. The DEPARTMENT agrees that encroachment permits will not be required for routine or capital infrastructure maintenance such as crack sealing, striping, resealing, or repaving of the parking lots, entry areas, shared use path, etc., wherein all work is conducted within the footprint of the IMPROVEMENTS. The COUNTY agrees that, should SR-28 lane or shoulder closures be necessary, the COUNTY will obtain the requisite traffic control permits from the DEPARTMENT at no cost to the COUNTY.

4. To obtain encroachment and traffic control permits, as required, prior to the commencement of work requiring such permits, to follow the terms and conditions of the permits, and to incorporate those terms and conditions into subcontracts issued.

5. To grant the DEPARTMENT Right-of-Entry to the Tunnel Creek Road and Rocky Point Subdivision for construction of the PROJECT, including entry to United States Forest Service (USFS) right-of-way under the Special Use Permit granted by the USFS to the COUNTY.

6. To pay for power for said lighting and pedestrian crossing system located at Lakeshore Boulevard and SR-28, in Washoe County, Nevada, in a manner satisfactory to the DEPARTMENT and without cost to the DEPARTMENT.

7. To operate and maintain the lighting system and two (2) Rectangular Rapid Flashing Beacon (RRFB) signs required for the pedestrian crossing system located at Lakeshore Boulevard and SR-28, in Washoe County, Nevada.

8. To invoice the DEPARTMENT for one hundred percent (100%) of replacement/repair costs for the lighting and two (2) RRFB signs located at Lakeshore Boulevard and SR-28 for all equipment replaced or repaired due to accidental damages, provided replacement/repair costs exceed One Thousand and No/100 Dollars (\$1,000.00) and is unrecoverable by insurance or other means.

ARTICLE II - DEPARTMENT AGREES:

1. To design and construct the PROJECT.
2. To participate with the COUNTY in costs of replacement necessary for major repairs of the lighting and two (2) RRFB signs required for the pedestrian crossing system located at Lakeshore Boulevard and SR-28 resulting from accidental damage, provided the repairs exceed One Thousand and No/100 Dollars (\$1,000.00) and are unrecoverable from third party insurance or other means. This participation is to be one hundred percent (100%) of the cost of infrastructure repaired or replaced in excess of One Thousand and No/100 Dollars (\$1,000.00). In the event such costs exceed One Thousand and No/100 Dollars (\$1,000.00), the COUNTY shall notify the DEPARTMENT in order to coordinate repairs or replacement.
3. That a coordinated and collaborative approach to the SR-28 corridor is required to effectively and efficiently administer, manage, and operate facilities and therefore recognizes that the COUNTY may partner with other state and local agencies to fulfill the obligations of this Agreement.
4. That should the COUNTY elect to install parking management system(s), the DEPARTMENT will not charge the COUNTY any fees, leases, rents, or any other remuneration for the mutually beneficial parking and multimodal transportation system so long as all revenues generated by such system(s) is used in the anticipated manner described herein and expended within the SR-28 corridor.
5. To issue encroachment permits to the COUNTY, at no cost to the COUNTY, for the COUNTY's performance of maintenance work on the IMPROVEMENTS conducted outside of the footprint of the newly constructed facilities within the DEPARTMENT's right-of-way or the two (2) APN parcels listed above. The DEPARTMENT agrees that encroachment permits will not be required for routine or capital infrastructure maintenance such as crack sealing, retaining wall repairs, striping, resealing or repaving of the parking lots, entry areas, shared use path, etc. wherein all work is conducted within the footprint of the IMPROVEMENTS. Should SR-28 lane closures be necessary, the COUNTY will obtain required traffic control permits from the DEPARTMENT at no cost to the COUNTY.

ARTICLE III - IT IS MUTUALLY AGREED:

1. In the event that the FHWA's Office of Transportation Operations terminates Interim Approval for Optional use of "Rectangular Rapid Flashing Beacons (IA-11)," the DEPARTMENT shall remove the device from the right of way as required.
2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
3. The term of this Agreement shall be from the date first written above through and including the December 31, 2020, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for administration, operation, and maintenance as specified herein, whichever occurs first. This Agreement shall be automatically renewed for an additional two- (2-) year period

on the last day of each two- (2-) year term unless a party notifies the other party in writing within thirty (30) calendar days prior to the automatic renewal of this Agreement of its intention that this Agreement should expire at the completion of the current two- (2-) year term then in effect.

4. The IMPROVEMENTS shall be and remain the sole and exclusive property of the DEPARTMENT.

5. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

6. This Agreement shall inure and be binding upon the respective successors and assigns of the parties hereto.

7. This Agreement constitutes the entire Agreement between the parties and shall not be modified unless in a writing and signed by the parties and the Nevada Attorney General.

8. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause, provided that a termination shall not be effective until thirty (30) calendar days after the terminating party has served written notice upon the other party.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
ATTN: Nick Johnson, P.E.
Nevada Department of Transportation
Division: Project Management Division
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7318
Fax: 775-888-7322
E-mail: njohnson@dot.state.nv.us

FOR COUNTY: David Solaro, Director
ATTN: Cheryl Surface
Washoe County Community Services Department
P.O. Box 11130
Reno, Nevada 89520
Phone: (775) 328-3600
Fax: (775) 328-3699
E-mail: dsolaro@washoecounty.us
csurface@washoecounty.us

10. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after execution of this agreement.

11. Failure of either party to perform any of its obligations of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties hereto shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, actual damages, and to a prevailing party's reasonable attorney's fees and costs.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability for both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of such breach.

13. 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 limitations, 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 the Agreement after the intervening cause ceases.

14. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

15. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Neither party shall assign, transfer, or delegate any right, obligations or duties under this Agreement without prior written consent of the other party.

19. All of any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between parties during the course of this Agreement.

20. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

21. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the party to the extent that such information is confidential by law or otherwise required by this Agreement.

22. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement, and that the parties are authorized by law to perform the services set forth herein.

23. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

24. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

25. In connection with performing work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. This Agreement constitutes the entire Agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Washoe County Board of Commissioners

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Chair

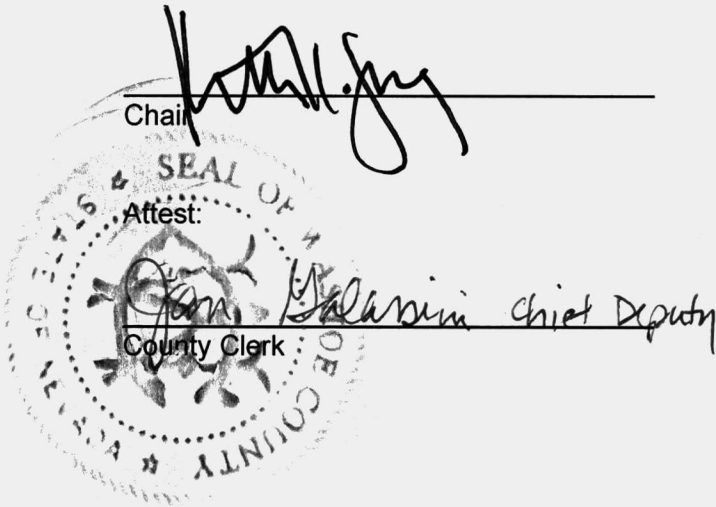
Director

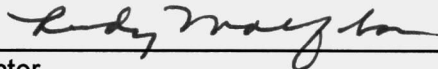
Attest:

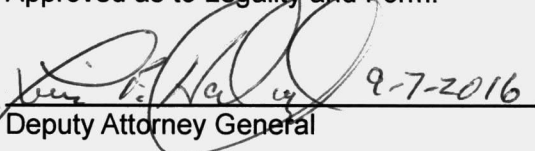
Approved as to Legality and Form:

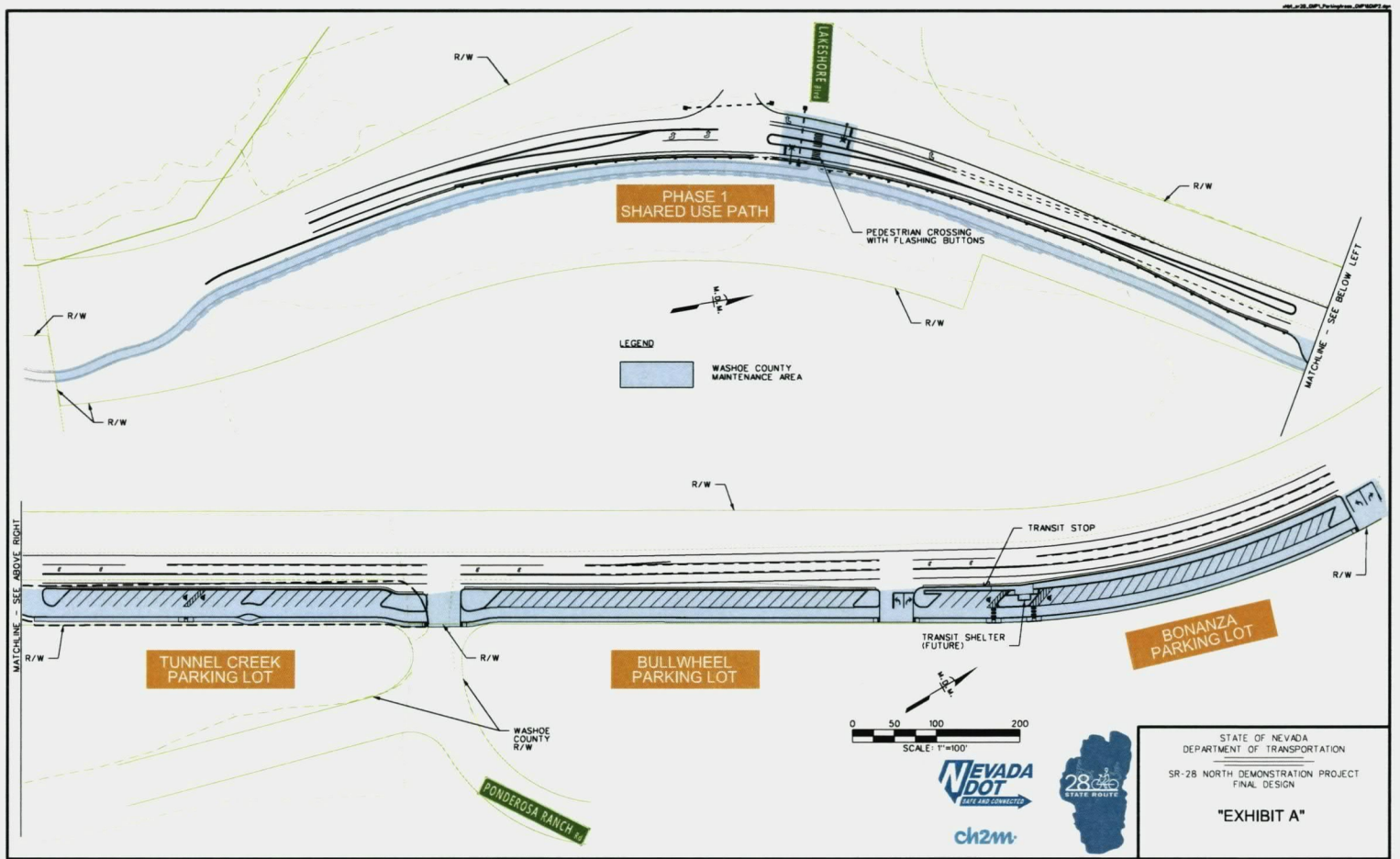
County Clerk

Deputy Attorney General




Director

 9-7-2016
Deputy Attorney General



100.000000:1.000000 PLOT SCALE w/mahant