

**AGREEMENT  
RIVERBEND TRAILHEAD PROJECT  
PWP# WA-2025-024**

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this \_\_\_\_ day of January, 2025, by and between Washoe County, a political subdivision of the State of Nevada, acting through the Washoe County Commissioners hereinafter called "OWNER" and **Frank Lepori Construction, Inc., a General Contractor, Nevada State License No. 0023372A &0023372B** hereinafter called the "CONTRACTOR".

**WITNESSETH:**

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

**Article 1. Scope of Work**

The Contractor shall furnish all of the materials and perform all of the Work described in the Specifications entitled "**Riverbend Trailhead Project**", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

**Article 2. Time of Completion**

THERE SHALL BE NO WEATHER DELAYS. Due to grant funding regulations and requirement to disburse allocated funds for the project, the project must be complete by May 15, 2025. Beginning May 16, 2025, liquidated damages are two thousand five hundred dollars (\$2,500.00) per day for the first fourteen (14) calendar days. On May 31, 2025, liquidated damages shall be increased to the sum of five thousand dollars (\$5,000.00) per day through June 13, 2025. On June 14, 2025, liquidated damages shall be increased to ten thousand dollars (\$10,000) per day.

The Work to be performed under this Agreement shall be completed on or before May 15, 2025. Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due it, not as a penalty, but as liquidated damages, the sum of five hundred dollars (\$500.00) for each additional calendar day required to complete the work.

**Article 3. Progress Payments**

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment, therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 338.515, the Owner shall retain 5 percent (5%) of such estimated value of the Work done as part security for the fulfillment of the Contract until fifty percent (50%) of the

Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part security for the fulfillment of the Contract until the Work required by the contract has been completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement, whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

#### **Article 4. Acceptance and Final Payment**

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

#### **Article 5. The Contract Sum**

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **\$403,287.85**. This sum is to be paid in the manner and under the conditions hereinbefore specified.

## **Article 6. Performance and Payment Bonds**

The Contractor agrees that it will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

## **Article 7. The Contract Documents**

This Agreement and the documents described in this Article 7 constitute the Parties' entire understanding concerning the subject matter of this Agreement and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. 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.

The following is an enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

- INSTRUCTIONS TO BIDDERS
  - INTERPRETATIONS AND ADDENDA
  - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE
  - EVALUATION OF BIDS AND AWARD OF CONTRACT
  - PROTESTS
  - NOTICE OF PROTEST OF AWARD OF CONTRACT
  - SIGNING OF AGREEMENT
  - BONDS
  - INSURANCE SPECIFICATIONS
  - PREVAILING WAGE RATES AND PAYROLL TRACKING
  - APPRENTICESHIP
  - PERMITS AND LICENSES
  - SITE AND OTHER AREAS
  - RETAINAGE
- SCOPE OF WORK
- BID PROPOSAL
- VENDOR INFORMATION SHEET FOR INVITATION TO BID
- PRIME CONTRACTOR FORM

- BID BOND
- PRIME AND SUBCONTRACTORS 5% LIST
- AFFIDAVIT OF NON-COLLUSION
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
- LOBBYING ASSURANCES – BIDDER/MAIN CONTRACTOR
- DISCLOSURE OF LOBBYING ACTIVITIES
- TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES
- SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED CONTRACTS AND SUBCONTRACTS
- COMMUNITY SERVICES DEPARTMENT SUPPLEMENTAL CONDITION #1 – EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS
  - EQUAL EMPLOYMENT OPPORTUNITY
- BUILD AMERICA, BUY AMERICA (BABA) ACT
- LABOR AND MATERIAL PAYMENT BOND
- PERFORMANCE AND COMPLETION BOND

**Exhibits:**

Exhibit A -Public Works Construction / Indemnification and Insurance Specifications

Exhibit B -Sample Construction Agreement

Exhibit C -Improvement Drawings stamped 10-1-2024, total 15 sheets

Exhibit D -Installation Instructions Pedestrian dated 1-27-2021, 2 sheets

Exhibit E -NDOT SITE EXHIBIT and DETAILS stamped 9-6-2023, 2 sheets

Exhibit F -790307-010 Riverbend Trailhead Pedestrian Bridge Plans stamped 9-9-2024, 7 sheets

Exhibit G-790307-015 Riverbend Trailhead Pedestrian Bridge Plans stamped 9-9-2024, 7 sheets

Exhibit H - 2025 Prevailing Wage Rates Washoe County Region 2024 – 2025

Exhibit I - Geotechnical Investigation Report - Riverbend 2020

**Article 8. Nondiscrimination**

In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. This agreement not to discriminate includes, but is not limited to, decisions with respect 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. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

## **Article 9. Prevailing Wage Rates**

In the event that the Contract sum is One Hundred Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under it.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by it in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

If Davis-Bacon Wage Rates apply to this Construction Agreement, the more stringent between State of Nevada labor laws and Davis Bacon regulations shall be followed. The Contractor and all subcontractors shall comply with the requirements of the Davis-Bacon Act and the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

## **Article 10. Compliance with Federal Law, Regulations and Executive Orders**

Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal laws, regulations and executive orders, including requirements established in OMB's 2 CFR 200 and with provisions of 28 CFR applicable to grants and cooperative agreements.

## **Article 11. Public Records**

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

## **Article 12. Period of Retention**

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

## **Article 13. Indemnification/Hold Harmless**

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Exhibit "A" is included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Washoe County will not waive and intends to assert all NRS Chapter 41 defenses and liability limitations in all cases. Contract liability of both parties shall not be subject to exemplary or punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

#### **Article 14. Termination**

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days' notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Contract, Owner will immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

#### **Article 15. Governing Law-Venue**

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 1 - Scope of Work. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 1 - Scope of Work shall be in state district court in Washoe County, Nevada.

#### **Article 16. Severability**

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

#### **Article 17. Apprenticeship Utilization Act**

Under NRS 338, this project is a public work that requires use of the apprentices. All contractors must comply with NRS 338.01165 for this project, unless modification, waiver or exemption applies.

#### **Article 18. Survival of Terms**

All terms of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, and limitations of liability.

#### **Article 19. Non-Assignable**

This Agreement is not assignable without the advanced written approval of both Parties.

## **Article 20. No Third Party Beneficiaries**

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

## **Article 21. Independent Contractor Status And Certification:**

Contractor understands and agrees it is an independent contractor for all purposes. Consistent with that independent contractor status, Contractor affirms and agrees it is not a County employee, and thereby waives any and all claims for itself and any employees or subcontractors or other agents of any kind to benefits otherwise provided to employees of the County, including but not limited to medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance. Contractor understands and agrees they are solely responsible, individually, for federal taxes and social security payments applicable to money received for services herein and that the County will file an IRS Form 1099 for all payments made to Contractor. Finally, as an independent contractor, Contractor agrees County shall not hire, supervise, or pay any assistants to help Contractor; Contractor has the right to perform services for other during the term of this Agreement; and Contractor shall not be assigned a work location on County premises.

## **Article 22. Contract Provisions for Washoe County Contracts Under Federal Awards**

Washoe County, a non-Federal entity and recipient of Federal funds will include the following provisions as applicable in contracts supported with Federal funds. This project is supported with Federal funds. Contractor is responsible for understanding and complying with all applicable requirements.

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

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

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- iv. If the County materially breaches any material duty under this Agreement and any such

- breach impairs the Contractor's ability to perform; or
- v. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
- vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

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

(C) Equal Opportunity Employment. During the performance of this contract, the contractor agrees that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). **This agreement is not subject to Davis Bacon Wages** In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. This includes provisions for compliance with the **Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations** (29 CFR Part 3), in which the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

(M) Fraud and False or Fraudulent Statements Or Related Acts 31 U.S.C. Chap. 38. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(N) Access to Records - the Contractor agrees to provide authorized federal, state and county access to their books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

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

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

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

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

## WASHOE COUNTY

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Chair,  
Washoe County Commission

ATTEST:

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## Washoe County Clerk

## CONTRACTOR

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name

## Title

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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## Notary Public