

Amendment No. 2 to
Cooperative (LPA) Agreement No. PR317-21-063

This Amendment is made and entered into on _____ between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of Las Vegas, 495 S. Main St., Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on July 22, 2021, the Parties entered into Agreement No. PR317-21-063 for the reconstruction of the UPRR underpass of Charleston Blvd., between Grand Central Pkwy. and Art Way; and

WHEREAS, on November 4, 2021, the Parties entered into Amendment No. 1 to Agreement No. PR317-21-063 to increase the amount of funding by Five Hundred Twelve Thousand Two Hundred Ninety-Eight and No/100 Dollars (\$512,298.00); and

WHEREAS, this Amendment No. 2 is needed to increase the amount of funding under Agreement No. PR317-21-063 by Two Million One Hundred Five Thousand Two Hundred Sixty-Three and No/100 Dollars (\$2,105,263.00) due to the Federal Highway Administration (FHWA) and the United States approval of additional funding of Two Million and No/100 Dollars (\$2,000,000.00) of Congress Congressionally Directed Spending (CDS) funds.; and

WHEREAS, the termination date must be amended due to delay in the preliminary design for the PROJECT; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR317-21-063.

NOW, THEREFORE, the Parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place,
"To obligate Federal HIP funding for a maximum amount of Three Million Three Hundred Ninety-Six Thousand Two Hundred Forty-Eight and No/100 Dollars (\$3,396,248.00) and Federal CDS funding for a maximum amount of Two Million and No/100 Dollars (\$2,000,000.00)."
- B. Article II, Paragraph 10, is amended by deleting it in its entirety and inserting in its place,
"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Two Hundred Eighty-Four Thousand Thirteen and No/100 Dollars (\$284,013.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."
- C. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2028, to June 30, 2030.
- D. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place,
"The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 95,000.00
CITY Preliminary Engineering Costs:	<u>\$ 5,585,261.00</u>

TOTAL ESTIMATED PROJECT COSTS:	\$ 5,680,261.00
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AVAILABLE FUNDING SOURCES:

Federal HIP Clark Funds:	\$ 3,396,248.00
Federal CDS Funds:	\$ 2,000,000.00
CITY Match Funds:	<u>\$ 284,013.00</u>

TOTAL PROJECT FUNDING:	\$ 5,680,261.00"
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- E. All of the other provisions of Agreement No. PR317-21-063 dated July 22, 2021, and Amendment 1 to Agreement No. PR317-21-063 dated November 4, 2021, shall remain in full force and effect as if 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.

CITY OF LAS VEGAS

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

Shelley Berkley
Mayor

Director

Attest:

Approved as to Legality & Form:

LuAnn D. Holmes, MMC
City Clerk

Deputy Attorney General

Approved as to Form:

John S. Ridilla 4/22/25

Deputy City Attorney Date

John S. Ridilla
Assistant City Attorney