

Amendment No. 6 to
Cooperative (LPA) Agreement No. PR194-12-063

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 May 23, 2012, the parties entered into Agreement No. PR194-12-063 for the construction of twelve (12) bus turnouts on Nellis Boulevard and Eastern Avenue from Owens Street to Charleston Boulevard; and

WHEREAS, on June 24, 2013, the parties entered into Amendment No. 1 to Agreement No. PR194-12-063 to increase the amount of funding; and

WHEREAS, on August 13, 2014, the parties entered into Amendment No. 2 to Agreement No. PR194-12-063 to increase the amount of funding and to extend the termination date; and

WHEREAS, on July 8, 2016, the parties entered into Amendment No. 3 to Agreement No. PR194-12-063 to revise the scope of work and to extend the termination date; and

WHEREAS, on September 10, 2018, the parties entered into Amendment No. 4 to Agreement No. PR194-12-063 to revise the scope of work, increase the amount of funding, and to extend the termination date; and

WHEREAS, on July 26, 2022, the parties entered into Amendment No. 5 to Agreement No. PR194-12-063 to revise the scope of work, increase the amount of funding, and extend the termination date; and

WHEREAS, the amount to be paid to the CITY must be increased by One Million Four Hundred Seventy-Five Thousand and No/100 Dollars (\$1,475,000.00) due to the CITY being approved by the Regional Transportation Commission of Southern Nevada for an increase in the construction costs and changes to the approved Federal Funding for the PROJECT to include Congestion Mitigation and Air Quality (CMAQ) Funding and Surface Transportation Block Grant Clark County (STBGCL) Funding; and

WHEREAS, the termination date must be amended due to a delay in the Right-of-Way (ROW) acquisitions of the PROJECT; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR194-12-063.

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 CMAQ funding for a maximum amount of Seven Million One Hundred Twenty-Seven Thousand Six Hundred Thirty-Two and No/100 Dollars (\$7,127,632.00) and Federal STBGCL funding for a maximum amount of One Million One Hundred Forty-Seven Thousand Three Hundred Sixty-Eight and No/100 Dollars (\$1,147,368.00)."

- B. Article II, Paragraph 27, is amended by deleting it in its entirety and inserting in its place:
 "To be responsible for the five percent (5%) match for the Federal Funds of Four Hundred Twenty-Seven Thousand One Hundred Five and No/100 Dollars (\$427,105.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds. 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 reference in Article III Paragraph 1, shall be changed from June 30, 2025, to June 30, 2027.
- D. Article III, Paragraph 5 is amended by deleting it in its entirety and inserting in its place:
 "The TOTAL ESTIMATED PROJECT COSTS are Eight Million Seven Hundred Two Thousand One Hundred Five and No/100 Dollars (\$8,702,105.00), which includes: One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) at a hundred percent (100%) Federal CMAQ funding; Six Million Nine Hundred Sixty-Seven Thousand Six Hundred Thirty-Two and No/100 Dollars (\$6,967,632.00) at ninety-five percent (95%) Federal CMAQ funding; One Million One Hundred Forty-Seven Thousand Three Hundred Sixty-Eight and No/100 Dollars (\$1,147,368.00) at ninety-five percent (95%) Federal STBGCL funding and a match of Four Hundred Twenty-Seven Thousand One Hundred Five and No/100 (\$427,105.00), comprising CITY match funding of five percent (5%). The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY."
- E. Article III, Paragraph 7, 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:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 355,526.00
DEPARTMENT Right-of-Way Costs:	\$ 10,000.00
Right-of-Way Costs:	\$ 2,631,579.00
DEPARTMENT Construction Engineering Costs:	\$ 20,000.00
CITY Construction Engineering Costs:	\$ 280,000.00
Construction Costs:	<u>\$ 5,400,000.00</u>
 TOTAL ESTIMATED PROJECT COSTS:	 \$ 8,702,105.00

AVAILABLE FUNDING SOURCES:

100% Federal CMAQ Funds:	\$ 160,000.00
95% Federal CMAQ Funds:	\$ 6,967,632.00
95% Federal STBGCL Funds:	\$ 1,147,368.00
5% CITY Match Funds:	<u>\$ 427,105.00</u>

TOTAL PROJECT FUNDING:

\$ 8,702,105.00"

- F. All of the other provisions of Agreement No. PR194-12-063 dated May 23, 2012, Amendment No. 1 dated June 24, 2013, Amendment No. 2 dated August 13, 2014, Amendment No. 3 dated July 8, 2016, Amendment No. 4 dated September 10, 2018, and Amendment No. 5 dated July 26, 2022, 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

Carolyn G. Goodman
Mayor

On behalf of Director

Attest:

Approved as to Legality & Form:

LuAnn D. Holmes, MMC
City Clerk

Deputy Attorney General

Approved as to Form:

Carmen B. Gilbert 11/21/23
Deputy City Attorney Date

Carmen B. Gilbert
Deputy City Attorney