

Amendment No. 5 to
Cooperative Agreement No. PR248-12-063

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 the City of Las Vegas, 495 South Main Street, Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on June 27, 2012, the Parties entered into Agreement No. PR248-12-063 for the construction of intersection improvements on Buffalo Dr. at Sahara Ave. and Charleston Blvd.;

WHEREAS, on July 2, 2013, the Parties entered into Amendment No. 1 to Agreement No. PR248-12-063 to increase the amount of funding by Sixty-six Thousand Six Hundred and Twenty-Three and No/100 Dollars (\$66,623.00);

WHEREAS, on September 9, 2016, the Parties entered into Amendment No. 2 to Agreement No. PR248-12-063 to decrease the amount of funding by Two Hundred Twenty-Seven Thousand Eight Hundred Ten and No/100 Dollars (\$227,810.00); and

WHEREAS, on November 7, 2017, the Parties entered into Amendment No. 3 to Agreement No. PR248-12-063 to increase the amount of funding by Three Hundred Eighty-Three Thousand One Hundred Eighty-Four and No/100 Dollars (\$383,184.00); and

WHEREAS, on September 25, 2020, the Parties entered into Amendment No. 4 to Agreement No. PR248-12-063 to increase the amount of funding by Five Hundred Nineteen Thousand Nine Hundred Ninety and No/100 Dollars (\$519,990.00) and extend the termination date; and

WHEREAS, the CITY has requested and been approved for a change in the PROJECT scope by the Regional Transportation Commission of Southern Nevada; and

WHEREAS, the amount to be paid to the CITY must be increased by Two Hundred Eighty-Five Thousand Five and No/100 Dollars (\$285,000.00) due to the CMAQ funding being increased by Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00) by the Regional Transportation Commission of Southern Nevada; and

WHEREAS, the termination date must be amended due to a delay in the Right of Way acquisition process of the PROJECT; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR248-12-063.

NOW, THEREFORE, the parties agree as follows:

- A. Attachment "A" is removed in its entirety and replaced with the attached Attachment "A-1".
- B. Article I, Paragraph 3 is amended by deleting it in its entirety and inserting the following text:
"To obligate Federal CMAQ funding for a maximum amount of Two Million Two Hundred Eighty-Seven Thousand Fifty-Two and No/100 Dollars (\$2,287,052.00).
- C. Article II, Paragraph 27 is amended by deleting it in its entirety and inserting the

following text:

"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Fifteen Thousand Three Hundred Ninety-One and No/100 Dollars (\$115,391.00) 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."

- D. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2024 to June 30, 2027.
- E. Article III, Paragraph 5 is amended by deleting it in its entirety and inserting the following text:
"The TOTAL ESTIMATED PROJECT COSTS are Two Million Four Hundred Two Thousand Four Hundred Forty-Three and No/100 Dollars (\$2,402,443.00), which includes: Ninety-Four Thousand Six Hundred Twenty-Six and No/100 Dollars (\$94,626) at hundred percent (100%) Federal Funding; Two Million One Hundred Ninety-Two Thousand Four Hundred Twenty-Six and No/100 Dollars (\$2,192,426.00) at ninety-five percent (95%) Federal funding; and One Hundred Fifteen Thousand Three Hundred Ninety-One and No/100 Dollars (\$115,391.00) comprising CITY match funding of five percent (5%) of TOTAL ESTIMATED PROJECT COSTS. 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."
- F. 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:	\$ 2,000.00
CITY Preliminary Engineering Costs:	\$ 89,626.00
DEPARTMENT Right-of-Way Costs:	\$ 3,000.00
Right-of-Way Costs:	\$ 607,817.00
DEPARTMENT Construction Engineering Costs:	\$ 7,500.00
City Construction Engineering Costs:	\$ 192,500.00
Construction Costs:	<u>\$ 1,500,000.00</u>

<u>TOTAL ESTIMATED PROJECT COSTS:</u>	\$ 2,402,443.00
AVAILABLE FUNDING SOURCES:	

100% Federal CMAQ Funds:	\$ 94,626.00
95% Federal CMAQ Funds:	\$ 2,192,426.00
CITY Match Funds:	<u>\$ 115,391.00</u>

TOTAL PROJECT FUNDING:	\$ 2,402,443.00"
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- G. All of the other provisions of Agreement No. PR248-12-063 dated June 27, 2012, Amendment No. 1 to Agreement PR248-12-063 dated July 2, 2013, Amendment

No. 2 to Agreement PR248-12-063 dated September 9, 2016, Amendment No. 3 to Agreement PR248-12-063 dated November 7, 2017 and Amendment No. 4 to Agreement PR248-12-063 dated September 25, 2020, 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

Director

Attest:

Approved as to Legality & Form:

LuAnn D. Holmes, MMC
City Clerk

Deputy Attorney General

Approved as to Form:

Carmen B. Gilbert
Deputy City Attorney
Carmen B. Gilbert
Deputy City Attorney

Attachment A-1

SCOPE OF WORK BUFFALO DRIVE CMAQ PROJECT

The PROJECT consists of the construction of intersection improvements at Buffalo Dr. and Charleston Blvd. that will include exclusive right turns, signal and signage modifications. The limits of the PROJECT are on Buffalo Dr. at Charleston Blvd. as depicted on the attached drawing.

