

**AMENDMENT NO. 1
CONTRACT NO. 23-031IL-CLV
INTERLOCAL AGREEMENT
MARYLAND PARKWAY BUS RAPID TRANSIT**

This **AMENDMENT No. 1** (hereinafter called "AMENDMENT") is made and entered into this ____ day of ____, 2023, ("EFFECTIVE DATE") by and between the city of Las Vegas, Nevada, a political subdivision of the State of Nevada, acting by and through the City of Las Vegas City Council, which is its governing body (hereinafter called "CITY"), and the Regional Transportation of Southern Nevada, a political subdivision of the State of Nevada (hereinafter called the "RTC"). Each is referred to individually as the "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES entered into Contract No. 20-031IL-CLV entitled "MARYLAND PARKWAY BUS RAPID TRANSIT" (hereinafter referred to as "AGREEMENT") dated October 8, 2020; and

WHEREAS, the CITY and RTC wish to include additional items regarding the proposed improvements on Maryland Parkway as part of the AGREEMENT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the PARTIES hereto, the PARTIES agree to proceed as follows:

AGREEMENT

1. The PARTIES, pursuant to ARTICLE III, SECTION 18 of the AGREEMENT, agree to amend and modify the AGREEMENT as follows:
 - a. The following language shall be added to ARTICLE I of the AGREEMENT, RTC AGREES:

Construction

16. To reimburse the CITY for dedicated Construction Management Coordinator and Inspectors assigned to the PROJECT for work hours per standard reimbursement process.
17. To construct the PROJECT and perform all required construction management, inspections, and quality assurance testing for the PROJECT in compliance with City standards and Federal Transit Authority requirements.
18. To perform and be responsible for the construction administration of those facilities to be owned by the CITY as shown on Exhibit A and construction documents.
19. To allow the CITY to observe, review, and comment on all construction work of

those facilities to be owned by the CITY as shown on Exhibit A within 48 hours of any inspection. Any such comments shall be immediately directed to the RTC's Construction Manager only and shall not interfere with the RTC's contractor's construction activities.

20. To allow the CITY to review, comment, and approve the RTC's PROJECT change orders as well as other changes to the contract documents, plans, and specifications as depicted in Exhibit A. The CITY's written response shall be made within fourteen (14) calendar days of its notice of change orders or other changes. No response from the CITY within this time frame shall constitute CITY's consent to and acceptance of such change orders or other changes and for the RTC to proceed with the work. If the CITY rejects a change order or other change that the RTC deems to be necessary for the PROJECT and must be approved to allow constructing the PROJECT, the RTC will approve the change order.
21. To coordinate with the CITY to allow for certain phases of work to be constructed during times that minimize impacts to the CITY's Civic Plaza and Huntridge Park area wherever feasible, and to work with the CITY to attempt to minimize the construction impacts during special events in the vicinity of the PROJECT.
22. To coordinate detours, haul routes, lane closures, and barricades on CITY streets and right-of-way with the CITY as plans are developed and to obtain a no-fee barricade permit from the CITY for any/all devices placed within CITY right-of-way.
23. To coordinate with the appropriate PROJECT stakeholders when impacting public transit facilities.
24. To restore all CITY-owned right-of-way and CITY-owned parcels to their original conditions post construction.
25. To require the RTC's contractor to coordinate with the CITY during construction and shall provide CITY access to all underground sanitary sewer, storm drain, and reuse water facilities prior to being buried; allowing accurate horizontal and vertical measurements to be acquired by CITY. Contractor shall provide a minimum 24-hours notice to CLV for all necessary survey work related thereto.
26. To require the construction of Type I or Type II-B Survey Monuments as called out on the plans, and require coordination with CITY to provide location and wet set of the cap. Contractor will be responsible for installing underground features such as concrete monument, monument assembly, and associated rebar.
27. To allow the CITY fourteen (14) calendar days to review and comment on manufacturer certifications, installation instructions, shop drawings, contractor submittals, acceptance videos to the City Project Plans.
28. To provide to CITY redlined City Project Plans prepared by the Contractor reflecting the as-built condition of facilities to be owned by the CITY.

Maintenance

29. To require the RTC's contractor to provide the CITY with a warranty period of one (1) year after completion of the PROJECT Improvements and acceptance by the RTC.
 30. To warranty all landscaping installed with the PROJECT one (1) year after acceptance by the CITY. The RTC's Contractor shall be responsible for watering and setting the watering schedule for all landscaping included in the PROJECT during the one (1) year warranty period.
 31. To be responsible for litter and graffiti removal and general aesthetic maintenance of the PROJECT during construction and the warranty period.
- b. The following language shall be added to ARTICLE II of the AGREEMENT, CITY AGREES:

Project Administration

6. To assign a Construction Management Coordinator with approval authority on behalf of the CITY to act as the CITY's representative and designated point of contact to attend construction project meetings and to assist with the coordination of RTC's inspection scheduling for the CITY's portion of the PROJECT and to ensure compliance with applicable CITY requirements and a continuity of communications between the CITY and the RTC. The CITY to provide the RTC with an invoice, including back-up for work hours performed or standard reimbursement process.
7. That the RTC will be the point of contact for all communications with the RTC's contractor for the PROJECT, including, but not limited to, reviewing comments on plans, specifications, traffic control plans, and inspections for the CITY's portion of the PROJECT.

Construction

8. To review, comment, and approve in writing, PROJECT traffic control plans. The CITY's response shall be received by the RTC within fourteen (14) calendar days of the CITY's receipt of such plans. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of the plans and permission for the RTC to proceed.
9. To issue a no-fee Traffic Control and Barricade Permit to the RTC's contractor for traffic control within CITY right-of-way within fourteen (14) calendar days of CITY's approval; however the CITY reserves the right to issue fines for violations of permit conditions. The CITY shall not impose any requirements in the CITY issued no-fee Traffic Control and Barricade Permit beyond those requirements set forth in the Technical Provisions for Maintenance of Traffic ("MOT") as long as the design

does not vary as defined in the RFP documents. In the event the design does vary from the RFP documents, any additional CITY requirements shall be agreed upon by the CITY and the RTC at the time.

10. To issue a no-fee Off-site Construction Permit to the RTC's contractor within seven (7) calendar days of CITY's approval allowing such contractor to occupy the CITY's right-of-way for the purpose of constructing the PROJECT.
11. To assign a Construction Coordinator to act as the CITY's representative to review and comment on construction contract compliance of those facilities to be owned by the CITY as shown on Exhibit A including but not limited to drainage facilities, paving, sidewalk, sanitary sewer, landscape architecture, traffic signals, and streetlighting.
12. During construction of the PROJECT, to notify, in advance, the RTC of any necessary work to maintain CITY-maintained facilities that will be performed by the CITY within the RTC right-of-way. Non-emergency work requiring lane closure(s) will require the submission of traffic control plans to the RTC a minimum of seventy-two (72) hours in advance of the performance of work.
13. To work with the RTC to avoid any disruptions to the RTC's contractor and its activities while the CITY performs its maintenance activities on CITY facilities.
14. To report issues about the construction of the PROJECT to the RTC Construction Manager within twenty-four (24) hours of the CITY's knowledge of such issues.

Maintenance

15. To operate, maintain, and provide electrical power for all traffic signal systems included in the PROJECT including luminaires on the traffic signal poles without cost to RTC upon final acceptance of the improvements by the CITY.
 16. To operate, maintain, and provide water from a water meter in CITY's name for all landscaping improvements constructed by the RTC's contractor as part of the PROJECT and as shown on Exhibit A, after the CITY's acceptance of said improvements, and after the prescribed maintenance and establishment period of one (1) year as set forth in the RTC contract, in a manner consistent with CITY standards and practices. Low maintenance landscaping and aesthetic improvements are to be given appropriate consideration during design.
- c. The following language shall be added to ARTICLE III of the AGREEMENT, IT IS MUTUALLY AGREED:
22. The parties agree to update Agreement upon completion of the PROJECT as needed to define and finalize the maintenance responsibilities of the RTC and the CITY. This Agreement shall be amended upon acceptance by both parties.

23. Upon completion of the 100% design plans, the PARTIES agreed to incorporate all the changes to the infrastructure improvements required within the "CITY" Jurisdictional limits as detailed in Exhibit A.
- d. The following language shall be deleted from ARTICLE III of the AGREEMENT, IT IS MUTUALLY AGREED:
 3. The term of this AGREEMENT shall be from the date first written above through and including December 31, 2023, or until the PROJECT is completed, whichever occurs first.

The following language shall replace the deleted language referenced directly above:

3. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2027, or until construction of all improvements contemplated herein have been completed and accepted by the RTC, save and except the responsibility for maintenance as specified herein, whichever occurs first.
- e. Exhibit A of the AGREEMENT shall be replaced with the revised Exhibit A, attached herein.

MISCELLANEOUS

2. Effect of this AMENDMENT on the Agreement; Interpretation. The Parties acknowledge and agree that the AGREEMENT has not been amended or modified in any respect, other than as set forth in Section 1 above. This AMENDMENT does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.
3. Dispute Resolution. If any dispute arises under this AMENDMENT, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.
4. Counterparts. This AMENDMENT may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.
5. Severability. If any term or provision of this AMENDMENT shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this AMENDMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.
6. Conflicts. The terms of this AMENDMENT shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.

7. Successors and Assigns. This AMENDMENT shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
8. Governing Law. This AMENDMENT shall be governed by and construed in accordance with the laws of the State of Nevada.
9. No Party Deemed Drafter. The Parties agree no Party shall be deemed the drafter of this AMENDMENT and in the event this AMENDMENT is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this AMENDMENT or any provision hereof against any Party as the drafter thereof. Each Party to this AMENDMENT acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.
10. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this AMENDMENT.

[LEFT BLANK INTENTIONALLY; SIGNATURE PAGE FOLLOWS]

Interlocal Agreement
23-031IL-CLV

IN WITNESS WHEREOF, this AMENDMENT No. 1 to the Interlocal Agreement Maryland Parkway Bus Rapid Transit is executed as of the EFFECTIVE DATE.

Date of Commission Action:

10/12/2023

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by:
Justin Jones
134746B116DF44C...
RTC Chair

Attest

DocuSigned by:
Marin DuBois
87F25885C7F8358...
MARIN DUBOIS
Government Affairs Supervisor

Approved as to Form

DocuSigned by:
David Clyde
C20A409B6B774C0...
RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: *CAROLYN G. GOODMAN*
Mayor

Attest

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form

John S. Ridilla 10/23/23

Deputy City Attorney

John S. Ridilla
Chief Deputy City Attorney

DS
PC

DS
ML

EXHIBIT A