

Amendment No. 3 to
Cooperative Local Public Agency Agreement No. PR485-16-063

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 September 9, 2016, the Parties entered into Agreement No. PR485-16-063 for the construction of a shared use path along the Summerlin Parkway from Rampart Boulevard to CC 215 Beltway; and

WHEREAS, on June 19, 2018, the parties entered into Amendment No. 1 to Agreement No. PR485-16-063 to increase the amount of funding by One Million Fifty-Two Thousand Six Hundred Thirty-One and No/100 Dollars (\$1,052,631.00) due to CITY's approval of additional Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, on January 18, 2022, the Parties entered into Amendment No. 2 to Agreement No. PR485-16-063 to increase the amount of by One Hundred Eighteen Thousand Four Hundred Twenty-One and No/100 Dollars (\$118,421.00) due to the Regional Transportation Commission of Southern Nevada's (RTC's) approval of an additional One Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$112,500.00) of CMAQ funds; and

WHEREAS, this Amendment No. 3 is needed to increase the amount of funding under Agreement No. PR485-16-063 by Sixteen Million Nine Hundred Sixty-Eight Thousand Four Hundred Twenty-One and No/100 Dollars (\$16,968,421.00) due to the Regional Transportation Commission of Southern Nevada's (RTC's) approval of an additional Fifteen Million Five Hundred Twenty Thousand and No/100 Dollars (\$15,520,000.00) of Congestion Mitigation and Air Quality (CMAQ) funds and DEPARTMENT approval of an additional Six Hundred Thousand and No/100 Dollars (\$600,000.00) of Transportation Alternatives Program Statewide (TAP) funds; and

WHEREAS, the termination date must be amended due to a delay in the Preliminary Design of the PROJECT; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR485-16-063.

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 Twenty-Three Million Two Hundred Thirty-Two Thousand Five Hundred and No/100 Dollars (\$23,232,500.00) and Federal TAP funding for a maximum amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00)."
- B. Article I is amended by adding Paragraph 24 as follows:
"To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT."
- C. Article II, Paragraph 26, is amended by deleting it in its entirety and inserting in its place,

"To be responsible for the five percent (5%) match of One Million Two Hundred Fifty-Four Thousand Three Hundred Forty-Two and No/100 Dollars (\$1,254,342.00) 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."

- D. Article II is amended by adding Paragraph 30 as follows:
"To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT prior to requesting the obligation of the federal funds for construction."
- E. Article II is amended by adding Paragraph 31 as follows:
"To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, those in this Agreement shall take precedence."
- F. The termination date reference in Article III Paragraph 1, shall be changed from June 30, 2025, to June 30, 2028.
- G. 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:	\$ 12,000.00
CITY Preliminary Engineering Costs:	\$ 2,393,263.00
Right-of-Way Costs:	\$ 1,050,000.00
DEPARTMENT Construction Engineering Costs:	\$ 75,000.00
CITY Construction Engineering	\$ 1,500,000.00
Construction Costs:	<u>\$ 20,056,579.00</u>

<u>TOTAL ESTIMATED PROJECT COSTS:</u>	\$ 25,086,842.00
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AVAILABLE FUNDING SOURCES:

Federal CMAQ Funds:	\$ 23,232,500.00
Federal TAP Funds:	\$ 600,000.00
CITY Match Funds:	<u>\$ 1,254,342.00</u>

TOTAL PROJECT FUNDING:	\$ 25,086,842.00"
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- H. All of the other provisions of Agreement No. PR485-16-063 dated September 9, 2016, Amendment No. 1 to PR485-16-063 dated June 19, 2018 and Amendment No. 2 to PR485-16-063 dated January 18, 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 4/23/24
Deputy City Attorney Date

Carmen B. Gilbert
Deputy City Attorney