

Amendment No. 5 to
Cooperative (LPA) Agreement No. P194-12-063

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 Street, Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on May 23, 2012, the parties entered into Agreement No. P194-12-063 for the construction of twelve (12) bus turnouts on Nellis Blvd. and Eastern Ave. from Owens Street to Charleston Blvd., in Clark County; and

WHEREAS, on June 24, 2013, the parties entered into Amendment No. 1 to Agreement No. P194-12-063 to increase the amount of funding by Sixty-Six Thousand Fourteen and No/100 Dollars (\$66,014.00) due to a change in the federal funding match requirement; and

WHEREAS, on August 13, 2014, the parties entered into Amendment No. 2 to Agreement No. P194-12-063 to increase the amount of funding by One Hundred Seventy-Nine Thousand Seven Hundred Fourteen and No/100 Dollars (\$179,714.00) after the CITY was approved for additional Congestion Mitigation and Air Quality (CMAQ) funding, and extend the termination date due to delays in the final design of the PROJECT; and

WHEREAS, on July 8, 2016, the parties entered into Amendment No. 3 to Agreement No. P194-12-063 to revise the PROJECT Scope of Work, and extend the termination date; and

WHEREAS, on September 10, 2018, the parties entered into Amendment No. 4 to Agreement No. P194-12-063 to revise the PROJECT Scope of Work, and increase the amount of funding by Two Million Five Hundred Forty-Two Thousand One Hundred Five and No/100 Dollars (\$2,542,105.00) 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 (RTC) of Southern Nevada, as detailed in Attachment A.3 – Scope of Work; and

WHEREAS, the amount to be paid to the CITY must be increased due to the CITY being approved by the RTC of Southern Nevada for an increase in CMAQ and Highway Improvement Program Coronavirus Response and Relief Supplemental Appropriations Act (HIP-CRRSAA) funding; and

WHEREAS, the termination date must be amended due to delays in preliminary design and right-of-way (ROW) acquisitions of the PROJECT; and

WHEREAS, the Agreement shall be amended from a payable agreement to a payable/receivable agreement to allow for the Agreement to include the required five percent (5%) match of the Federal CMAQ funding; and

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P194-12-063.

NOW, THEREFORE, the Parties agree as follows:

- A. Attachment "A-2" is removed in its entirety and replaced with the attached Attachment "A.3 – Scope of Work."
- B. 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 Five Million Seven Hundred Eighty-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$5,783,750.00) and Federal HIP-CRRSAA funding for a maximum amount One Million One Hundred Forty-Seven Thousand Three Hundred Sixty-Eight and No/100 Dollars (\$1,147,368.00)."
- C. 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 CMAQ funds of Two Hundred Ninety-Five Thousand Nine Hundred Eighty-Seven and No/100 Dollars (\$295,987.00) 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. The termination date reference in Article III Paragraph 1, shall be changed from December 31, 2023, to June 30, 2025.
- E. Article III, Paragraph 5 is amended by deleting it in its entirety and inserting the following text:
"The TOTAL ESTIMATED PROJECT COSTS are Seven Million Two Hundred Twenty-Seven Thousand One Hundred Five and No/100 Dollars (\$7,227,105.00), which includes: One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) at one hundred percent (100%) Federal CMAQ funding; Five Million Six Hundred Twenty-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$5,623,750.00) 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 one hundred percent (100%) Federal HIP-CRRSAA funding, and a match of Two Hundred Ninety-Five Thousand Nine Hundred Eighty-Seven and No/100 (\$295,987.00), 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."
- 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:	\$ 5,000.00
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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:	\$ 175,000.00
Construction Costs:	<u>\$ 4,030,000.00</u>

TOTAL ESTIMATED PROJECT COSTS:	\$ 7,227,105.00
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AVAILABLE FUNDING SOURCES:

100% Federal CMAQ Funds:	\$ 160,000.00
100% Federal HIP-CRRSAA Funds:	\$ 1,147,368.00
95% Federal CMAQ Funds:	\$ 5,623,750.00
5% CITY Match Funds:	<u>\$ 295,987.00</u>

TOTAL PROJECT FUNDING:	\$ 7,227,105.00
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Additional Estimated PROJECT Costs not part of this AGREEMENT:
\$ 530,000.00"

- G. Article III, Paragraph 15, is amended by deleting it in its entirety and inserting in its place,
"All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:	Kristina L. Swallow, P.E., Director Attn: Jason Tyrrell, P.E. Local Public Agency Coordinator Nevada Department of Transportation Roadway Design 123 E. Washington Avenue P.O. Box 170 Las Vegas, NV 89125 Phone: (702) 671-8852 Fax: (702) 671-8850 E-mail: jtyrrell@dot.state.nv.us
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FOR CITY:	Greg McDermott City of Las Vegas 495 S. Main Street Las Vegas, NV 89101 Phone: (702) 229-2143 Fax: (702) 382-8551 E-mail: gmcdermott@lasvegasnevada.gov
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- H. The Agreement shall be renamed from "P194-12-063" to "PR194-12-063". This

change allows for the inclusion of the required five percent (5%) match of the Federal CMAQ and HIP-CRRSAA funding.

- I. All of the other provisions of Agreement No. P194-12-063 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 and Amendment No. 4 to dated September 10, 2018 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:

John S. Ridilla 6/9/22
Deputy City Attorney Date

John S. Ridilla
Chief Deputy City Attorney

Attachment A.3

SCOPE OF WORK EASTERN BUS TURNOUTS

The project consists of the construction of eight (8) bus turnouts on Eastern Ave. at Sahara Ave., St. Louis Ave., Charleston Blvd., Stewart Ave., Bonanza Rd. and Harris Ave. The limits of the Project are from Owens Ave. to Sahara Ave. as depicted on the map below.

Eastern Ave.

