

Amendment No. 1 to
Cooperative (LPA) Agreement No. PR136-21-063

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

WITNESSETH:

WHEREAS, on June 14, 2021, the parties entered into Agreement No. PR136-21-063 for the construction of an overpass of US 95 on Grand Teton Drive, from Tee Pee Lane to El Capitan Way in Clark County; and

WHEREAS, the Regional Transportation Commission (RTC) of Southern Nevada has approved changes to the federal funding for the PROJECT, to reflect recent updates to the Statewide Transportation Improvement Program (STIP); and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR136-21-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3 is amended by deleting it in its entirety and inserting the following text:
"To obligate Federal STBG Clark funding for the PROJECT in a maximum amount of Five Million Eight Hundred Fifty Thousand Nine Hundred Seventeen and No/100 Dollars (\$5,850,917.00) and Federal HIP Clark funding for the PROJECT in a maximum amount of Fourteen Million Five Hundred Sixty-Two Thousand Four Hundred and No/100 Dollars (\$14,562,400.00)."
- B. Article II, Paragraph 23 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 Million Seventy-Four Thousand Three Hundred Eighty-Five and No/100 Dollars (\$1,074,385.00) 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."
- C. Article III, Paragraph 5 is amended by deleting it in its entirety and inserting the following text:
"The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Construction Engineering Costs:	\$ 109,700.00
CITY Construction Engineering Costs:	\$ 2,192,600.00
Construction Costs:	<u>\$ 19,185,402.00</u>
 TOTAL ESTIMATED PROJECT COSTS:	 \$ 21,487,702.00

AVAILABLE FUNDING SOURCES:

Federal STBG Clark Funds:	\$ 5,850,917.00
Federal HIP Clark Funds:	\$ 14,562,400.00
5% CITY Match Funds:	<u>\$ 1,074,385.00</u>

TOTAL PROJECT FUNDING:	\$ 21,487,702.00
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Additional Estimated PROJECT Costs not part of this AGREEMENT:
\$ 5,012,298.00"

- D. All of the other provisions of Agreement No. PR136-21-063 dated June 14, 2021, shall remain in full force and effect as if fully 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