

Amendment No. 5 to
Cooperative (LPA) Agreement No. PR247-12-063

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

WITNESSETH:

WHEREAS, on June 27, 2012, the parties entered into Agreement No. P247-12-063 for the construction of five (5) bus turnouts on Charleston Blvd., from Hualapai Way to I-15 in Clark County; and

WHEREAS, on June 24, 2013, the parties entered into Amendment No. 1 to Agreement No. P247-12-063 to increase the amount of funding by Twenty-Two Thousand One Hundred Five and No/100 Dollars (\$22,105.00) due to a change in the federal match requirement.; and

WHEREAS, on October 28, 2013, the parties entered into Amendment No. 2 to Agreement No. P247-12-63 to decrease the amount of funding by One Hundred Seventy-Eight Thousand Nine Hundred Forty-Seven and No/100 Dollars (\$178,947.00), revise the scope of work to construct twenty-five (25) bus turnouts, and extend the termination date to accommodate the revised PROJECT scope; and

WHEREAS, on June 15, 2016, the parties entered into Amendment No. 3 to Agreement No. P247-12-063 to increase the amount of funding by Three Million and No/100 Dollars (\$3,000,000.00) after the CITY was approved for additional Congestion Mitigation and Air Quality (CMAQ) funding, and extend the termination date; and

WHEREAS, on October 29, 2020, the parties entered into Amendment No. 4 to Agreement No. P247-12-063 to increase the amount of funding by Three Million Two Hundred Eighteen Thousand Nine Hundred Forty-Eight and No/100 Dollars (\$3,218,948.00), change the Agreement No. from payable "P247-12-063" to payable/receivable "PR247-12-063" to allow for the five percent (5%) match of federal funding, and extend the termination date from December 31, 2021, to June 30, 2025; and

WHEREAS, the total amount of funding must be decreased by Three Hundred Eighty-Five Thousand Six Hundred Thirty-Two and No/100 Dollars (\$385,632.00) due to the CITY being approved by the Regional Transportation Commission (RTC) of Southern Nevada for a reduction in Federal CMAQ funding of One Million One and No/100 Dollars (\$1,000,001.00), and the addition of Highway Improvement Program COVID Relief Funding (CRRSAA) in the amount of Six Hundred Sixty-Seven Thousand and No/100 Dollars (\$667,000.00).; and

WHEREAS, the CITY has requested and been approved for a change in the PROJECT Scope by the RTC of Southern Nevada; and

WHEREAS, the termination date must be amended due to delays in the final design and right-of-way acquisition for the PROJECT; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR247-12-063.

NOW, THEREFORE, the parties agree as follows:

- A. Attachment "A-3" is removed in its entirety and replaced with the attached Attachment "A.4 – 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 One Hundred Fifty-Eight Thousand and No/100 Dollars (\$5,158,000.00) and Federal CRRSAA funding for a maximum amount of Six Hundred Sixty-Seven Thousand and No/100 Dollars (\$667,000.00)."
- 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 of Two Hundred Seventy-One Thousand Four Hundred Seventy-Four and No/100 (\$271,474.00) 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 referenced in Article III, Paragraph 1, shall be changed from June 30, 2025, to June 30, 2027.
- E. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place,
 "The TOTAL ESTIMATED PROJECT COSTS are Six Million One Hundred Twenty-Six Thousand Four Hundred Seventy-Four and No/100 Dollars (\$6,126,474.00), which includes: Six Hundred Sixty-Seven Thousand and No/100 Dollars (\$667,000.00) at one hundred percent (100%) Federal CRRSAA funding; Thirty Thousand and No/100 Dollars (\$30,000.00) at one hundred percent (100%) Federal CMAQ funding; Five Million One Hundred Fifty-Eight Thousand and No/100 Dollars (\$5,158,000.00) at ninety-five percent (95%) Federal CMAQ funding; and a match of Two Hundred Seventy-One Thousand Four Hundred Seventy-Four and No/100 (\$271,474.00), 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:	\$ 288,158.00
DEPARTMENT Right-of-Way Costs:	\$ 3,000.00
Right-of-Way Costs:	\$ 1,193,316.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
City Construction Engineering Costs:	\$ 100,000.00
Construction Costs:	<u>\$ 4,535,000.00</u>

TOTAL ESTIMATED PROJECT COSTS: \$ 6,126,474.00

AVAILABLE FUNDING SOURCES:

100% Federal CRRSAA Funds:	\$ 667,000.00
100% Federal CMAQ Funds:	\$ 30,000.00
95% Federal CMAQ Funds:	\$ 5,158,000.00
CITY Match Funds:	<u>\$ 271,474.00</u>

TOTAL PROJECT FUNDING: \$ 6,126,474.00

Additional Estimated PROJECT Costs not part of this AGREEMENT:
\$ 1,006,684.00"

- G. All of the other provisions of Agreement No. P247-12-063 dated June 27, 2012, Amendment No.1 dated June 24, 2013, Amendment No. 2 dated October 28, 2013, Amendment No. 3 dated June 15, 2016, and Amendment 4 dated October 29, 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

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

John S. Ridilla
Chief Deputy City Attorney

Attachment A.4

SCOPE OF WORK WEST CHARLESTON BUS TURNOUTS

The PROJECT consists of the construction of five (5) bus turnouts on Charleston Blvd. (SR 159) at southwest corner of Merialdo Ln., northeast corner of Cimarron Rd., northeast corner of Antelope Way and northeast and southwest corners of Campbell Dr as depicted on the attached drawing.

