

Amendment No. 5 to
Cooperative (LPA) Agreement No. PR571-13-063

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 November 20, 2013, the parties entered into Agreement No. PR571-13-063 for the construction of dedicated right turn lanes in Clark County; and

WHEREAS, on October 2, 2015, the parties entered into Amendment No. 1 to Agreement No. PR571-13-063 to increase the amount of funding by One Million Eight Hundred Eighty-Nine Thousand Two Hundred Twelve and No/100 Dollars (\$1,889,212.00) after approval of additional Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, on March 1, 2017, the parties entered into Amendment No. 2 to Agreement No. PR571-13-063 to revise the PROJECT scope of work and extend the termination date of the agreement due to a delay in the final design; and

WHEREAS, on September 27, 2018, the parties entered into Amendment No. 3 to Agreement No. PR571-13-063 to increase the amount of funding by One Million Five Hundred Forty-Two Thousand One Hundred Six and No/100 Dollars (\$1,542,106.00); and

WHEREAS, on January 18, 2022, the parties entered into Amendment No. 4 to Agreement No. PR571-13-063 to increase the amount of funding by Seven Hundred Ninety-Seven Thousand Two Hundred Eleven and No/100 Dollars (\$797,211.00) and to extend the termination date due to a delay in right-of-way acquisition; and

WHEREAS, the local match for the CITY must be decreased by Eighteen Thousand Two Hundred Sixty-Four and No/100 Dollars (\$18,264.00) due to Highway Improvement Program Coronavirus Response and Relief Supplemental Appropriations Act (HIP-CRRSAA) funding not requiring a local match; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR571-13-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article II, Paragraph 29 is amended by deleting it in its entirety and inserting the following text:
"To be responsible for the five percent (5%) match of Two Hundred Six Thousand Eight Hundred Forty-Seven and No/100 Dollars (\$206,847.00) 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."
- B. Article III, Paragraph 5 is amended by deleting it in its entirety and inserting the following text:

"The TOTAL ESTIMATED PROJECT COSTS are Four Million Four Hundred Eighty-Three Thousand Nine Hundred Forty-Nine and No/100 Dollars (\$4,483,949.00), which includes: Three Hundred Forty-Seven Thousand and No/100 Dollars (\$347,000.00) at one hundred percent (100%) Federal CRRSAA funding; Three Million Nine Hundred Thirty Thousand One Hundred Two and No/100 Dollars (\$3,930,102.00) at ninety-five percent (95%) Federal CMAQ funding; and a match of Two Hundred Six Thousand Eight Hundred Forty-Seven and No/100 (\$206,847.00), 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."

- C. Article III, Paragraph 7, 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 Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 531,843.00
DEPARTMENT Right-of-Way Costs:	\$ 5,000.00
Right-of-Way Costs:	\$ 1,842,106.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 140,000.00
Construction Costs:	<u>\$ 1,955,000.00</u>
 TOTAL ESTIMATED PROJECT COSTS:	 \$ 4,483,949.00

AVAILABLE FUNDING SOURCES:

100% Federal HIP-CRRSAA Funds:	\$ 347,000.00
95% Federal CMAQ Funds:	\$ 3,930,102.00
5% CITY Match Funds:	<u>\$ 206,847.00</u>

TOTAL PROJECT FUNDING: \$ 4,483,949.00

Additional Estimated PROJECT Costs not part of this AGREEMENT:
 \$ 523,018.00"

- D. All of the other provisions of Agreement No. PR571-13-063 dated November 20, 2013, Amendment No. 1 dated October 2, 2015, Amendment No. 2 dated March 1, 2017, Amendment No. 3 dated September 27, 2018, and Amendment No. 4 dated January 18, 2022, 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