

Amendment No. 1 to
Cooperative Agreement No. P548-17-063

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

WITNESSETH:

WHEREAS, on November 7, 2017, the parties entered into Agreement No. P548-17-063 for the construction of fifteen (15) bus turnouts on Cheyenne Ave., from Hualapai Way to Decatur Blvd.; and

WHEREAS, this Amendment is required to increase the amount of funding by Ten Thousand Five Hundred One and No/100 Dollars (\$10,501.00) due to the CITY being approved by the Regional Transportation Commission (RTC) of Southern Nevada for an increase in the Congestion Mitigation and Air Quality (CMAQ) funding by Nine Thousand Nine Hundred Seventy-Six and No/100 Dollars (\$9,976.00).; and

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

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 Agreement shall be amended from a "P" payable agreement, to a "PR" 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. P548-17-063.

NOW, THEREFORE, the parties agree as follows:

- A. Attachment A - Scope of Work is removed in its entirety and replaced with Attachment A-1 – Scope of Work, attached hereto and incorporated herein
- B. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place,
"To obligate Federal CMAQ funding for the PROJECT in a maximum amount of Three Million Four Hundred Nine Thousand Nine Hundred Seventy-Six and No/100 Dollars (\$3,409,976.00)."
- C. Article II, Paragraph 31, is amended by deleting it in its entirety and inserting in its place,
"To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Seventy-Nine Thousand Four Hundred Seventy-Two and No/100 (\$179,472.00) 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."
- D. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2024, to June 30, 2027.

- E. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place,
“The following is a summary of the estimated PROJECT costs and available funds:

TOTAL ESTIMATED PROJECT COSTS:

| | |
|--|------------------------|
| DEPARTMENT Preliminary Engineering Costs: | \$ 15,500.00 |
| CITY Preliminary Engineering Costs: | \$ 295,000.00 |
| Right-of-Way Costs: | \$ 647,369.00 |
| DEPARTMENT Construction Engineering Costs: | \$ 11,000.00 |
| City Construction Engineering Costs: | \$ 50,000.00 |
| Construction Costs: | <u>\$ 2,570,579.00</u> |

TOTAL ESTIMATED PROJECT COSTS: \$ 3,589,448.00

AVAILABLE FUNDING SOURCES:

| | |
|---------------------|----------------------|
| Federal CMAQ Funds: | \$ 3,409,976.00 |
| CITY Match Funds: | <u>\$ 179,472.00</u> |

TOTAL PROJECT FUNDING: \$ 3,589,448.00”

- F. Article III, Paragraph 13, 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 Street
P.O. Box 170
Las Vegas, NV 89125
Phone: (702) 671-8852
Fax: (702) 671-8850
E-mail: jtyrrell@dot.nv.gov

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”

- G. The Agreement shall be renamed from “P548-17-063” to “PR548-17-063”. This change allows for the inclusion of the required five percent (5%) match of the Federal CMAQ funding.

H. All of the other provisions of Agreement No. P548-17-063 dated November 7, 2017 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:

 8/29/22

Deputy City Attorney
John S. Ridilla
Chief Deputy City Attorney

Attachment A-1

SCOPE OF WORK CHEYENNE BUS STOPS PROJECT

The project consists of the construction of Ten (10) bus turnouts on Cheyenne Ave at the intersections of Jones Blvd. westbound, Torrey Pines Dr. westbound, Rainbow Blvd. eastbound, Tenaya Way westbound, Buffalo Dr. westbound and eastbound, Cimarron Rd. eastbound, Soaring Gulls Dr. westbound, Durango Dr. eastbound and Grand Canyon Dr. westbound. The limits of the Project are from Hualapai Way to Jones Blvd. as depicted on the attached drawing.

