

Amendment No. 6 to
Cooperative (LOCAL PUBLIC AGENCY) Agreement No. PR575-13-063

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

WITNESSETH:

November 20, 2013, the Parties entered into Agreement No. PR575-13-063 for the construction of dedicated right turn lanes and bus turnout improvements.; and

WHEREAS, on October 2, 2015, the Parties entered into Amendment No. 1 to Agreement No. PR575-13-063 to increase the amount of funding by One Million Ninety-Six Thousand Nine Hundred Fifty-Eight and No/100 Dollars (\$1,096,958.00) after the CITY was approved for additional Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, on September 18, 2017, the Parties entered into Amendment No. 2 to Agreement No. PR575-13-063 to increase the amount of funding by Two Million Four Hundred Thirty Thousand Two Hundred and No/100 Dollars (\$2,430,200.00) and extend the termination date due to a delay in the Right-of-Way (ROW) acquisition; and

WHEREAS, on April 2, 2018, the Parties entered into Amendment No. 3 to Agreement No. PR575-13-063 to increase the amount of funding by Nine Hundred Ninety-Seven Thousand Eight Hundred Ninety-Five and No/100 Dollars (\$997,895.00) for intersection improvements; and

WHEREAS, on January 18, 2022, the Parties entered into Amendment No. 4 to Agreement No. PR575-13-063 to increase the amount of funding by Three Hundred Four Thousand Seven Hundred Eight and No/100 Dollars (\$304,708.00) after approval of additional CMAQ and Highway Improvement Program Coronavirus Response and Relief Supplemental Appropriations Act (HIP-CRRSAA) funds; and

WHEREAS, on May 25, 2022, the Parties entered into Amendment No. 5 to Agreement No. PR575-13-063 to decrease the amount of local match by Fifteen Thousand Two Hundred Thirty-Five and No/100 Dollars (\$15,235.00) due to HIP-CRRSAA funding not requiring a local match; and

WHEREAS, the amount to be paid to the CITY must be increased due to the CITY being approved by the Regional Transportation Commission of Southern Nevada for an increase in Funding by Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) due to the bids received being over the originally programed amount; and

WHEREAS, the termination date must be amended due to a delay in the ROW acquisition of the PROJECT; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR575-13-063.

NOW, THEREFORE, the parties agree as follows:

- A. 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 Seven Million Fifty-Three Thousand Eight Hundred and No/100 Dollars (\$7,753,800.00) and Federal HIP-CRRSAA funding for a maximum amount of Two Hundred Eighty-

Nine Thousand Four Hundred Seventy-Three and No/100 Dollars (\$289,473.00)."

- B. Article II, Paragraph 29 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 Four Hundred Eight Thousand Ninety-Five and No/100 Dollars (\$408,095.00) 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."
- C. The termination date reference in Article III Paragraph 1, shall be changed from June 30, 2024, to June 30, 2026.
- D. Article III, Paragraph 5 is amended by deleting it in its entirety and inserting in its place:
"The TOTAL ESTIMATED PROJECT COSTS are Eight Million Four Hundred Fifty-One Thousand Three Hundred Sixty-Eight and No/100 Dollars (\$8,451,368.00), which includes: Seven Million Seven Hundred Fifty-Three Thousand Eight Hundred and No/100 Dollars (\$7,753,800.00) at ninety-five percent (95%) Federal CMAQ funding, Two Hundred Eighty-Nine Thousand Four Hundred Seventy-Three and No/100 Dollars (\$289,473.00) at one hundred percent (100%) Federal HIP-CRRSAA funding and a match of Four Hundred Eight Thousand Ninety-Five and No/100 Dollars (\$408,095.00), 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."
- E. Article III, Paragraph 6, 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
CITY Preliminary Engineering Costs:	\$ 331,473.00
DEPARTMENT Right-of-Way Costs:	\$ 5,000.00
Right-of-Way Costs:	\$ 2,109,895.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 22,692.00
Construction Costs:	<u>\$ 5,972,308.00</u>

TOTAL ESTIMATED PROJECT COSTS:	\$ 8,451,368.00
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AVAILABLE FUNDING SOURCES:

95% Federal CMAQ Funds:	\$ 7,753,800.00
100% Federal HIP-CRRSAA Funds:	\$ 289,473.00
5% CITY Match Funds:	<u>\$ 408,095.00</u>

TOTAL PROJECT FUNDING:	\$ 8,451,368.00
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Additional Estimated PROJECT Costs not part of this AGREEMENT:

\$ 215,235.00"

- F. All of the other provisions of Agreement No. PR575-13-063 dated November 20, 2013, Amendment No. 1 dated October 2, 2015, Amendment No. 2 dated September 18, 2017, Amendment No. 3 dated April 2, 2018, Amendment No. 4 dated January 18, 2022, and Amendment No. 5 dated May 25, 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:

Timothy J. Geswein September 21, 2022
Deputy City Attorney Date
Timothy J. Geswein
Deputy City Attorney