

Amendment No. 5 to
Cooperative (LPA) Agreement No. P437-12-063

This Amendment is made and entered into on _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and the City of North Las Vegas, 2250 North Las Vegas Blvd., Suite 610, North Las Vegas, NV 89030, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on October 23, 2012, the parties entered into Agreement No. P437-12-063 for the construction of a right turn lane on the southwest corner of the intersection of Cheyenne Ave., at MLK Blvd.; and

WHEREAS, on November 14, 2013, the parties entered into Amendment No. 1 to Agreement No. P437-12-063 to increase the amount of funding; and

WHEREAS, on November 4, 2014, the parties entered into Amendment No. 2 to Agreement No. P437-12-063 to revise the scope of work, increase the amount of funding and extend the termination date to December 31, 2017; and

WHEREAS, on January 6, 2017, the parties entered into Amendment No. 3 to Agreement No. P437-12-063 to increase the amount of funding and extend the termination date to January 31, 2019; and

WHEREAS, on December 24, 2018, the parties entered into Amendment No. 4 to Agreement No. P437-12-063 to extend the termination date to June 30, 2022; and

WHEREAS, due to the CITY being approved by the Regional Transportation Commission of Southern Nevada for additional Congestion Mitigation and Air Quality (CMAQ) funding, this Amendment is required to increase the amount of funding for the PROJECT; and

WHEREAS, the CITY has requested and been approved for a change in the PROJECT scope of work by the Regional Transportation Commission of Southern Nevada; and

WHEREAS, the termination date must be amended due to a delay in completing the ROW acquisitions for the PROJECT; and

WHEREAS, the Agreement shall be amended from a payable agreement to a payable/receivable agreement to allow for the Agreement to include the required five percent (5%) match of the Federal CMAQ funding.

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P437-12-063.

NOW, THEREFORE, the parties agree as follows:

- A. Attachment "A-1" is removed in its entirety and replaced with the attached Attachment "A-2 Scope of Services."
- 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 One Million Two Hundred Two Thousand Six Hundred and No/100 Dollars (\$1,202,600.00)."

- 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 Federal funds in an amount not to exceed Sixty-Three Thousand Two Hundred Ninety-Five and No/100 Dollars (\$63,295.00), and for one hundred percent (100%) of all costs exceeding the obligated amount of Federal funds. The CITY agrees that the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated amount of Federal funds."
- D. The termination date reference in Article III Paragraph 1, shall be changed from June 30, 2022 to June 30, 2024.
- E. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
"The TOTAL ESTIMATED PROJECT COSTS are One Million Two Hundred Sixty-Five Thousand Eight Hundred Ninety-Five and No/100 (\$1,265,895.00), which includes: One Million Two Hundred Two Thousand Six Hundred and No/100 Dollars (\$1,202,600.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Sixty-Three Thousand Two Hundred Ninety-Five and No/100 Dollars (\$63,295.00), 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 the 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:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 211,158.00
DEPARTMENT Right-of-Way Costs:	\$ 5,000.00
Right-of-Way Costs:	\$ 213,158.00
DEPARTMENT Construction Engineering Costs:	\$ 11,000.00
CITY Construction Engineering Costs:	\$ 45,000.00
Construction Costs:	<u>\$ 775,579.00</u>

TOTAL ESTIMATED PROJECT COSTS: \$ 1,265,895.00

AVAILABLE FUNDING SOURCES:

95% Federal CMAQ Funds:	\$ 1,202,600.00
5% CITY Match Funds:	<u>\$ 63,295.00</u>

<u>TOTAL PROJECT FUNDING:</u>	\$ 1,265,895.00
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Additional PROJECT Costs not part of this Agreement: \$ 207,098.00."

- G. Article III, Paragraph 15, 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 part 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 Avenue
P.O. Box 170
Las Vegas, Nevada 89125
Phone: (702) 671-8852
Fax: (702) 671-8850
E-mail: jtyrrell@dot.nv.gov

FOR CITY: Dale Daffern, P.E.
Director, Public Works
Attn: Allan Fajardo, P.E., PTOE, MBA
2250 N. Las Vegas Boulevard, Suite 610
North Las Vegas, NV 89030
Phone: (702) 633-2044
Fax: (702) 633-1158
E-mail: fajardoa@cityofnorthlasvegas.com

- H. All of the other provisions of Agreement No. P437-12-063 dated November 14, 2012, Amendment 1 dated November 14, 2013, Amendment 2 dated November 4, 2014, Amendment 3 dated January 6, 2017 and Amendment 4 dated December 24, 2018 shall remain in full force and effect as if set forth herein.
- I. The Agreement shall be renamed from "P437-12-063" to "PR437-12-063". This change allows for the inclusion of the required five percent (5%) match of the Federal CMAQ funding.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF NORTH LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

John J. Lee
Mayor

On behalf of Director

Attest:

Approved as to Legality & Form:

Catherine A. Raynor, MMC
City Clerk

Deputy Attorney General

Approved as to Form:



Micaela Rustia Moore
City Attorney

Attachment A-2

SCOPE OF WORK CHEYENNE AVE. AT MLK BLVD. INTERSECTION IMPROVEMENTS

The PROJECT consists of the construction of a dedicated right turn lane for eastbound Cheyenne Ave. (SR 574) at the intersection of Cheyenne Ave. and Martin Luther King Blvd. The location of the PROJECT is depicted on the attached drawing.

