

Amendment No. 3 to
Cooperative (LPA) Agreement No. P437-12-063

This Amendment is made and entered into this 6 day of January, 2017 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, 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.

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

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

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 Nine Hundred Seven Thousand Six Hundred and No/100 Dollars (\$907,600.00)."
- B. Article I, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
"Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200."
- C. Article I, Paragraph 23, is amended by deleting it in its entirety and inserting in its place:
"To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations."
- D. Article I, Paragraph 25, is amended by deleting it in its entirety and inserting in its place:

"To authorize the CITY to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200."

- E. Article I, Paragraph 29, is amended by deleting it in its entirety and inserting in its place:
"To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 7. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/MainDocuments/>."
- F. Article I, is amended by adding Paragraph 31 as follows:
"To review the DBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review."
- G. Article II, Paragraph 22, is amended by deleting it in its entirety and inserting in its place:
"To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours."
- H. Article II, Paragraph 23, is amended by deleting it in its entirety and inserting in its place:
"To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards."
- I. Article II, Paragraph 26, is amended by deleting it in its entirety and inserting in its place:
"As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of completion of the PROJECT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident

Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM."

- J. 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 Forty-Seven Thousand Seven Hundred Sixty-Nine and No/100 Dollars (\$47,769.00) 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."
- K. Article II, is amended by adding Paragraph 32 as follows:
"To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder."
- L. Article III, Paragraph 2, is amended by deleting it in its entirety and inserting in its place:
"Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement."
- M. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
"The TOTAL ESTIMATED PROJECT COSTS are Nine Hundred Fifty-Five Thousand Three Hundred Sixty-Nine and No/100 Dollars (\$955,369.00), which includes: Nine Hundred Seven Thousand Six Hundred and No/100 Dollars (\$907,600.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Forty-Seven Thousand Seven Hundred Sixty-Nine and No/100 Dollars (\$47,769.00), 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."
- N. 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:	\$ 3,000.00
CITY Preliminary Engineering Costs:	\$ 163,158.00
DEPARTMENT Right-of-Way Costs:	\$ 5,000.00
Right-of-Way Costs:	\$ 263,158.00
DEPARTMENT Construction Engineering Costs:	\$ 11,000.00
CITY Construction Engineering Costs:	\$ 45,000.00
Construction Costs:	<u>\$ 465,053.00</u>

TOTAL ESTIMATED PROJECT COSTS: \$ 955,369.00

AVAILABLE FUNDING SOURCES:

95% Federal CMAQ Funds:	\$ 907,600.00
5% CITY Match Funds:	<u>\$ 47,769.00</u>

TOTAL PROJECT FUNDING: \$ 955,369.00”

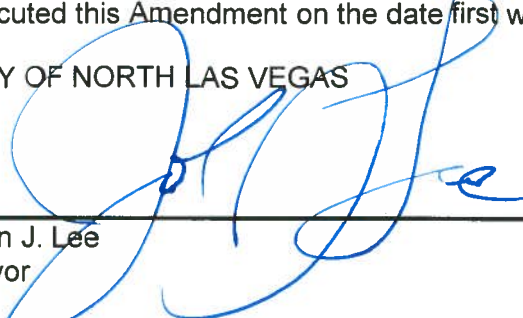
- O. Article III, Paragraph 8, is amended by deleting it in its entirety and inserting in its place:
 “The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written “Notice to Proceed.” The “Notice to Proceed” includes the “project end date,” which establishes the limit of federal participation for a project or phase of work associated with a project. The “project end date” is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the “project end date.” The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the “project end date.””
- P. Article III, Paragraph 9, is amended by deleting it in its entirety and inserting in its place:
 “The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.”
- Q. Article III, Paragraph 11, is amended by deleting it in its entirety and inserting in its place:
 “The CITY’s total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor’s bid prices. 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 funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.”

- R. The termination date referenced in Article III Paragraph 1, shall be changed from December 31, 2017 to January 31, 2019.
- S. All of the other provisions of Agreement No. P437-12-063 dated November 14, 2012, Amendment 1 dated November 14, 2013 and Amendment 2 dated November 4, 2014, 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 NORTH LAS VEGAS

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



John J. Lee
Mayor



Director

Attest:

Approved as to Legality & Form:



Catherine A. Raynor, MMC
City Clerk



Deputy Attorney General

1-6-2017

Approved as to Form:



City Attorney

T40108100

NEVADA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

Agreement No. P437-12-063 Amendment No. 3 Task Order No. _____ Task Order Amendment No. _____

Start Date: 10/23/2012 End Date: 1/31/2019 Amendment Date: 1/16/17 Procured by: _____

Agreement Type: Stewardship Agreement Sub-Type: _____ Procurement No.: _____

Purpose: Increase funding and extend termination date

County(ies) where work is being performed: Clark

Contact Person: Jason Tyrrell Phone No.: 702-671-8852 Email: jtyrrell@dot.state.nv.us

Project Manager: Jason Tyrrell Phone No.: 702-671-8852 Email: jtyrrell@dot.state.nv.us

Second Party Information

Contact Person: Jennifer Doody Email: doodyj@cityofnorthlasvegas.com Phone No.: 702-633-1223

Company Name: City of North Las Vegas NV Business License No.: Exempt

Primary Address: 2250 Las Vegas Blvd, North Suite 200, NLV, NV 89030 Business License Expiration: Exempt

Invoice Remit To Address: 2250 Las Vegas Blvd, North #710, NLV, NV 89030-5803 [Business License Search](#)

Original budget approval (Form 2A) must be attached

Total Estimated Cost of Agreement: \$955,369.00 Org No. Responsible for Billing: C063 Funding Percentage: _____

Payable Amount: \$955,369.00 Fixed Fee %: _____ Payment Code: Payable/Receivable Federal %: 95

Receivable Amount: _____ Overhead %: _____ Payment Cycle: Monthly State %: _____

Amendment Amount: \$63,158.00 Retention %: _____ Security Deposit: Yes No Local %: 5

Fed Participation: Yes No In-Kind Services: Yes No Deposit Amount: _____ DBE Goal: _____

Appr Unit: _____ Activity: _____ Object: _____ Job/Project: _____

Project Identification

Project ID No.: CM-0574(007) Contract: _____

EA No.: 73775 Other: _____

Board Approval

Yes No Transportation BOE Meeting Date: _____ BOE Contract No.: _____

Approved Date: _____ Agenda Item No.: _____

Does the firm employ current or former State employees who have left State employment in the past two years? Yes No
If yes, who, where did they work, and when did they leave?

Review Approval:

Asst. Director N/A

Dist./Div. Head Christina Orjagaga

Environmental N/A

IT N/A

Legal 1-6-17

Proj. Accting. 12-19-16

Right of Way N/A

Final Distribution

Recipient: _____

Ruth Borrelli

Norfa Lanuza

April Pogue

Mary Martini

Jeffrey Freeman

Abbey Murray

Required docs to start process: (to be completed by Admin Services)

Original Summary Sheet:

Original Form 2A:

Electronic Draft of Agreement:

Agree Services _____

Execution: (to be completed by Admin Services)

Do Not Pay (Federal only)

NV Board of Engineers

AGMM ANOT

AGMT AGML

Notice of Award Sent

Tracking Log Updated

Insurance Log Updated

Date/Initials 1/10/17 PK

Verified 1/10/17 PK

1-22
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