

Amendment No. 2 to  
Cooperative (LPA) Agreement No. P437-12-063

This Amendment is made and entered into this 4<sup>TH</sup> day of NOVEMBER, 2014, 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, the CITY requested and the DEPARTMENT approved a change in the PROJECT scope to include dedicated right turn lanes and dual left turn lanes in both directions on Cheyenne Ave. at the intersection of Cheyenne Ave. and MLK Blvd.; 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 requested scope change and funding availability for construction; and

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" is removed in its entirety and replaced with the attached Attachment "A-1".
- 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 Eight Hundred Forty-Seven Thousand Six Hundred and No/100 Dollars (\$847,600.00)."
- 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 Forty-Four Thousand Six Hundred Eleven and No/100 Dollars (\$44,611.00) 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. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:  
"The TOTAL ESTIMATED PROJECT COSTS are Eight Hundred Ninety-Two Thousand Two Hundred Eleven and No/100 Dollars (\$892,211.00), which includes: Eight Hundred Forty-Seven Thousand Six Hundred and No/100 Dollars (\$847,600.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Forty-Four Thousand Six Hundred Eleven and No/100 Dollars (\$44,611.00), 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.”

E. 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:        | \$ 100,000.00        |
| 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: \$ 892,211.00

**AVAILABLE FUNDING SOURCES:**

|                         |                     |
|-------------------------|---------------------|
| 95% Federal CMAQ Funds: | \$ 847,600.00       |
| 5% CITY Match Funds:    | <u>\$ 44,611.00</u> |

TOTAL PROJECT FUNDING: \$ 892,211.00”

F. 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 party at the address set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director  
 Attn: Jason Tyrrell, P.E.  
 Local Public Agency Coordinator  
 Nevada Department of Transportation  
 Roadway Design  
 123 E. Washington Avenue  
 Las Vegas, Nevada 89101  
 Phone: (702) 671-8852  
 Fax: (702) 671-8850  
 E - mail: jtyrrell@dot.state.nv.us

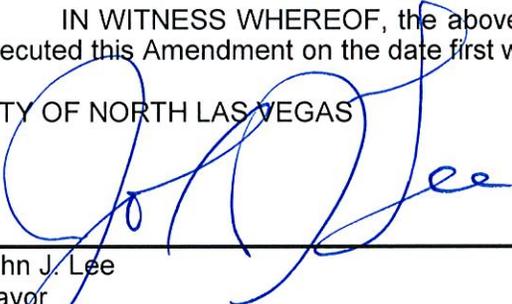
FOR CITY: Qiong Liu, P.E., PTOE, Director

Attn: Jennifer E. Doody, P.E., CFM  
City of North Las Vegas  
2250 Las Vegas Blvd., North, Suite 200  
North Las Vegas, NV 89030  
Phone: (702) 633-1223  
Fax: (702) 649-4696  
E-mail: doodyj@cityofnorthlasvegas.com"

- G. The termination date referenced in Article III Paragraph 1, shall be changed from December 31, 2015 to December 31, 2017.
- H. All of the other provisions of Agreement No. P437-12-063 dated November 14, 2012 and Amendment 1 dated November 14, 2013, 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

  
\_\_\_\_\_  
John J. Lee  
Mayor

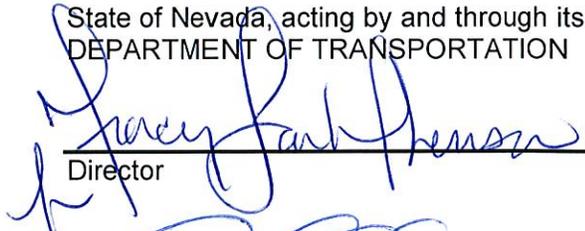
Attest:

  
\_\_\_\_\_  
Barbara A. Andolina  
City Clerk

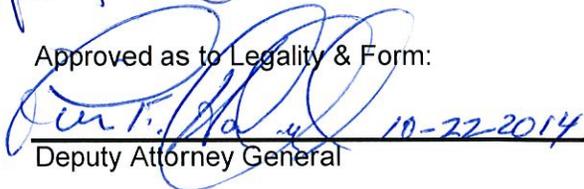
Approved as to Form:

  
\_\_\_\_\_  
City Attorney

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

  
\_\_\_\_\_  
Director

Approved as to Legality & Form:

  
\_\_\_\_\_  
Deputy Attorney General

10-22-2014