

Amendment No. 1 to  
Highway Agreement No. P437-12-063

This Amendment is made and entered into this 14TH day of NOVEMBER, 2013, 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, this Amendment No. 1 increases the amount of funding by Twenty-nine Thousand Eight Hundred Eighty-four and No/100 (\$29,884.00) due to a change in the Federal match requirement.

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 29, is amended by deleting it in its entirety and inserting in its place, To reimburse the CITY, monthly as work progresses on the PROJECT, for ninety-five percent (95%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.
- B. 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 Twenty-nine Thousand Eight Hundred Eighty-four and No/100 (\$29,884.00) 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. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place, The TOTAL ESTIMATED PROJECT COSTS are Five Hundred Ninety-seven Thousand Six Hundred Eighty-four and No/100 Dollars (\$597,684.00), which includes: Five Hundred Sixty-seven Thousand Eight Hundred and No/100 Dollars (\$567,800.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Twenty-nine Thousand Eight Hundred Eighty-four and No/100 (\$29,884.00), 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 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.

- D. 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:	\$ 2,000.00
Right-of-Way Costs:	\$ 5,000.00
DEPARTMENT Construction Engineering Costs:	\$ 5,000.00
CITY Construction Engineering Costs:	\$ 45,000.00
Construction Costs:	<u>\$ 437,684.00</u>

TOTAL ESTIMATED PROJECT COSTS: \$ 597,684.00

AVAILABLE FUNDING SOURCES:

Federal CMAQ Funds:	\$ 567,800.00
CITY Match Funds:	<u>\$ 29,884.00</u>

TOTAL PROJECT FUNDING: \$ 597,684.00

- E. All of the other provisions of Agreement No. P437-12-063 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

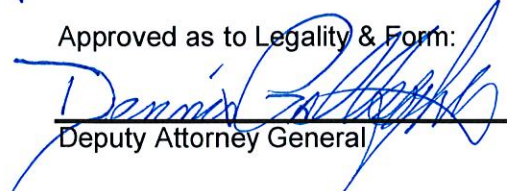
  
\_\_\_\_\_  
John J. Lee  
Mayor

  
\_\_\_\_\_  
Director

Attest:

Approved as to Legality & Form:

  
\_\_\_\_\_  
Karen L. Storms, CMC  
City Clerk

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

Approved as to Form:

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