

Amendment No 1 to
Highway Agreement No. PR060-09-063

This Amendment is made and entered into this 17TH day of SEPTEMBER, 2010, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and City of Las Vegas, 400 Stewart Avenue, Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSETH:

WHEREAS, on March 16, 2009 the parties entered into Agreement No. PR060-09-063 to delegate authority to the CITY to design, advertise, award, and manage construction of intersection improvements on Charleston Blvd. (SR-159) at Lamb Blvd.; and

WHEREAS, due to the CITY being approved for additional Congestion Mitigation and Air Quality Funding this amendment increases the amount of funding by Three Million Three Hundred Twenty-four Thousand One Hundred Five and No/100 Dollars (\$3,324,105.00).

WHEREAS, the termination date is amended due to delays in the ROW acquisition of the PROJECT.

WHEREAS, the CITY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes.

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR060-09-063.

NOW, THEREFORE, the parties agree as follows:

- A. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2010 to December 31, 2012.
- B. Article I, Paragraph 4, is amended by deleting it in its entirety and inserting in its place, To obligate Federal Safety funding for a maximum amount of Two Million and No/100 Dollars (\$2,000,000.00) and Federal Congestion Mitigation and Air Quality Funding for a maximum amount of Three Million, One Hundred Fifty-seven Thousand Nine Hundred and No/100 Dollars (\$3,157,900.00).
- C. Article I, Paragraph 25, is amended by deleting it in its entirety and inserting in its place, To maintain the improvements constructed as part of the PROJECT within DEPARTMENT Right-of-way on Charleston Blvd. from back of curb to back of curb with the exception of the bus turnouts, however the responsibility of street sweeping, including the bus turnouts will remain with the DEPARTMENT. To transfer to the CITY maintenance responsibility including utility costs for the improvements consisting of landscaping, bus turnouts, sidewalk, signals and lighting constructed as part of the PROJECT within DEPARTMENT Right-of-way on Charleston Blvd. upon completion and final written acceptance of the PROJECT by the DEPARTMENT.
- D. Article I, is amended by inserting Paragraph 26, The right-of-way acquired by the CITY on Charleston Blvd. from the existing right-of-way limits to the new back of sidewalk will be deeded to the DEPARTMENT upon completion of the PROJECT. The CITY will maintain ownership of all other right-of-way acquired on Lamb Blvd. and any right of way on Charleston Blvd. beyond the new back of sidewalk.

- E. Article I, is amended by inserting Paragraph 27, To accept the right-of-way acquired by the CITY for the PROJECT on Charleston Blvd. from the back of sidewalk to back of sidewalk and any maintenance responsibility associated therewith and as spelled out in this agreement, which is acceptable to the DEPARTMENT.
- F. Article II, Paragraph 23, is amended by deleting it in its entirety and inserting in its place, To accept maintenance responsibilities including utility costs for the improvements consisting of asphalt pavement, landscaping, bus turnouts, sidewalk, signals and lighting constructed as part of the PROJECT on Lamb Blvd. including the improvements consisting of landscaping, bus turnouts, sidewalk, signals and lighting within DEPARTMENT Right-of-way on Charleston Blvd., upon completion and the DEPARTMENT's final written acceptance of the PROJECT.
- G. Article II, is amended by inserting Paragraph 25, To prepare a deed for the review and approval by the DEPARTMENT for the transfer of Right-of-Way acquired by the CITY on Charleston Blvd.
- H. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place, The TOTAL ESTIMATED PROJECT COSTS are Five Million Four Hundred Twenty-nine Thousand Three Hundred Sixty-eight and No/100 Dollars (\$5,429,368.00), which includes: Five Million One Hundred Fifty-seven Thousand Nine Hundred and No/100 Dollars (\$5,157,900.00), comprising Federal funding of ninety-five percent (95%) of the TOTAL ESTIMATED PROJECT COSTS; and a match of Two Hundred Seventy One Thousand Four Hundred Sixty-eight and No/100 Dollars (\$271,468.00), 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 estimates only and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 4.
- I. 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:	\$ 4,000.00
DEPARTMENT Right-of-Way Costs:	\$ 9,000.00
Right-of-Way Costs:	\$ 1,000,000.00
DEPARTMENT Construction Engineering Costs:	\$ 13,000.00
CITY Construction Engineering Costs:	\$ 150,000.00
Construction Costs:	<u>\$ 4,253,368.00</u>
TOTAL ESTIMATED PROJECT COSTS:	\$ 5,429,368.00

AVAILABLE FUNDING SOURCES:

Federal Safety Funds:	\$ 2,000,000.00
Federal CMAQ Funds:	\$ 3,157,900.00
CITY Funds:	<u>\$ 271,468.00</u>

TOTAL PROJECT FUNDING:

\$ 5,429,368.00

- J. All of the other provisions of Agreement No. PR060-09-063, 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 the date first written above.

CITY OF LAS VEGAS

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



Oscar B. Goodman
Mayor

for Director



Director

Attest:



Beverly K. Bridges
City Clerk

by: **Vicky Skilbred, CMC**
Acting City Clerk

Approved as to Legality & Form:



Deputy Attorney General

Approved as to Form:



John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney