

Amendment No. 1 to
Cooperative (Local Public Agency) Agreement No. PR320-21-063

This Amendment is made and entered into on _____, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and Carson City Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, on July 22, 2021, the parties entered into Agreement No. PR320-21-063 to design and construct the East 5th Street Reconstruction Project; and

WHEREAS, the termination date must be amended to add time to complete the project closeout after construction is complete; and

WHEREAS, the amount to be paid to the CITY must be decreased by One Million Thirty-Five Thousand Seven Hundred Eighty-Nine and No/100 Dollars (\$1,035,789.00) to the new engineers estimate; and

WHEREAS, the project has been designated to receive Highway Infrastructure Program (HIP) Funding; and

WHEREAS, the parties desire to remove the roundabout improvements from the Project Scope due to increases in construction costs, the Project Scope will be outlined in Attachment A-1; and

WHEREAS, this amendment is needed to update the contact personnel for the DEPARTMENT and CITY;

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR279-19-063.

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 STBG funding for the project in a maximum amount of One Million One Hundred Twenty-Two Thousand Eight Hundred Eighty-One and No/100 Dollars (\$1,122,881.00) and Federal HIP funding in the amount of Two Hundred Fifty-Nine Thousand One Hundred Nineteen and No/100 (\$259,119.00)."
- B. Article II, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
"To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A-1, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide." at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>,

incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.”

- C. Article II, Paragraph 21, 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 Seventy-Two Thousand Seven Hundred Thirty-Seven and No/100 Dollars (\$72,737.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY’s budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.”
- D. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2026, to June 30, 2027.
- E. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place:
 “The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 5,000.00
CITY Preliminary Engineering Costs:	\$ 116,052.00
DEPARTMENT Construction Engineering Costs:	\$ 15,400.00
CITY Construction Engineering Costs:	\$ 42,000.00
Construction Costs:	\$ <u>1,276,285.00</u>
<u>Total Estimated PROJECT Costs:</u>	\$ 1,454,737.00

Available Funding Sources:

Federal STBG Funds:	\$ 1,122,881.00
Federal HIP Funds:	\$ 259,119.00
CITY Match Funds:	\$ <u>72,737.00</u>
<u>Total PROJECT Funding:</u>	\$ 1,454,737.00

Local funds outside of agreement: \$ 1,129,200.00”

- F. Article III, Paragraph 14, 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: Tracy Larkin Thomason, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
E-mail: pkanegsberg@dot.nv.gov

FOR CITY: Brian Elder, P.E.
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 283-7086
Fax: (775) 887-2112
E-mail: belder@carson.org"

- G. All of the other provisions of Agreement No. PR320-21-063 dated July 22, 2021, shall remain in full force and effect as if fully 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.

Carson City Regional Transportation
Commission

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

Chris Martinovich
Transportation Manager

On behalf of Director

Attest:

Approved as to Legality & Form:

Scott Hoen
Clerk-Recorder

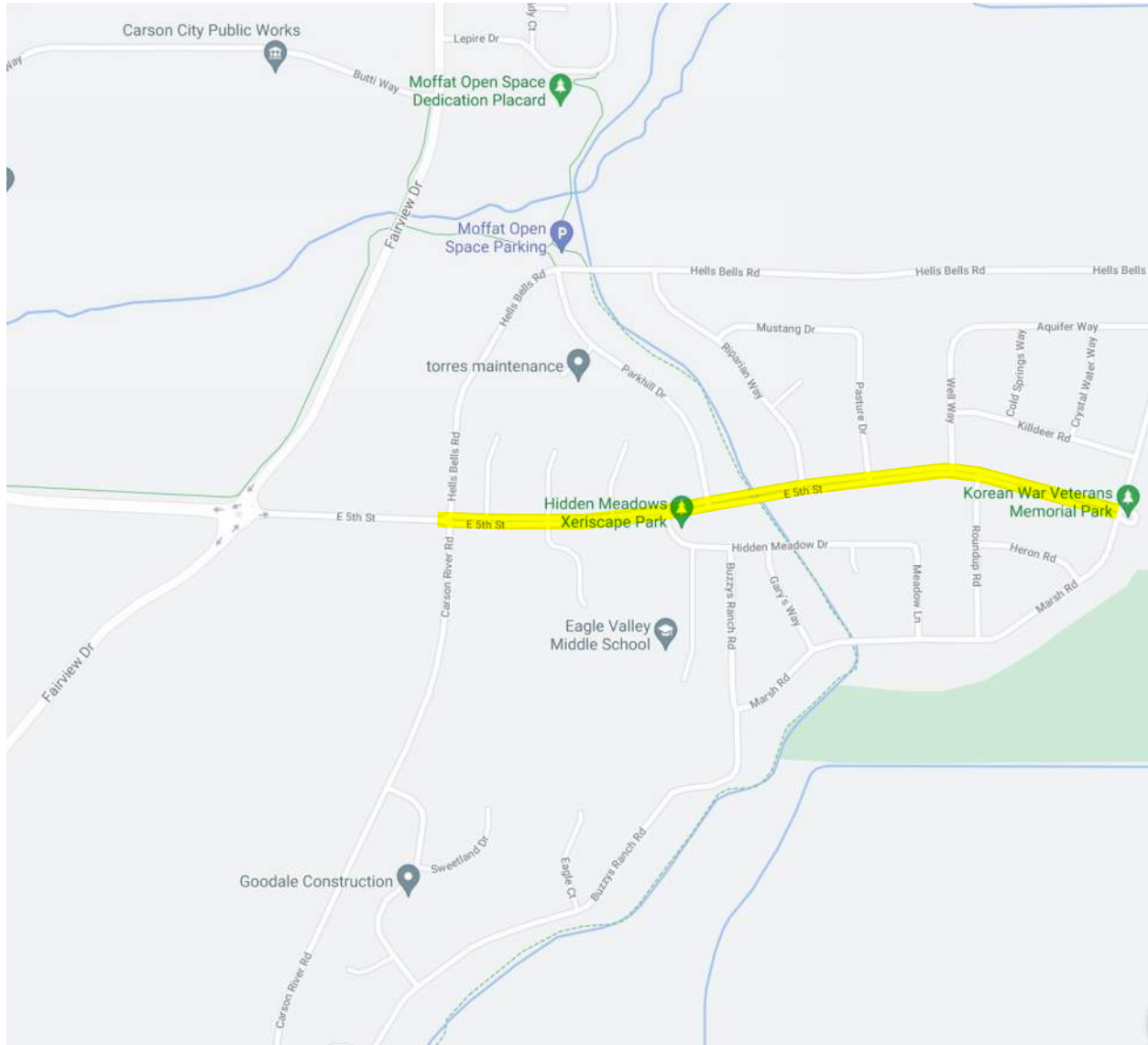
Deputy Attorney General

Approved as to Form:

Adam Tully
Deputy District Attorney

ATTACHMENT A-1
PROJECT SCOPE

Carson City E 5th Street Reconstruction
From West of Carson River Road to Marsh Road



Scope: Rehabilitation and safety improvements to rehabilitate pavement and incorporate Complete Street Elements and landscaping.

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WHEREAS, the termination date must be amended to add time to complete the project closeout after construction is complete; and

WHEREAS, the ~~parties desire to remove the roundabout improvements from the scope of the project due to increases in construction costs and to reduce the funding amount to be paid to the CITY must be decreased~~ by One Million Thirty- Five Thousand Seven Hundred Eighty-Nine and No/100 Dollars (\$1,035,789.00) to the new engineers estimate; and

WHEREAS, the project has been designated to receive Highway Infrastructure Program (HIP) Funding; and

WHEREAS, the ~~parties desire to remove the roundabout improvements from the Project Scope due to increases in construction costs, the~~ Project Scope will be outlined in Attachment A- 1; and

WHEREAS, ~~this amendment is needed to update the contact information regarding the project has changed; and~~ personnel for the DEPARTMENT and CITY;

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR279-19-063.

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Curriculum Participant’s Manual and Reference Guide.” at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.”

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Carson City Public Works
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Carson City, NV 89701
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Chris Martinovich
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