

**AMENDMENT NO. 1  
CONTRACT NO. 23-031IL-CC  
INTERLOCAL AGREEMENT  
MARYLAND PARKWAY BUS RAPID TRANSIT**

This **AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”) by and between Clark County Nevada, a political subdivision of the State of Nevada, acting through the Clark County Board of County Commissioners, its governing body (hereinafter called “COUNTY”), and the Regional Transportation of Southern Nevada, a political subdivision of the State of Nevada (hereinafter called the “RTC”). Each is referred to individually as the “PARTY” and collectively as the “PARTIES.”

**RECITALS**

**WHEREAS**, the PARTIES entered into an Contract No. 23-031IL-CC entitled “MARYLAND PARKWAY BUS RAPID TRANSIT” (hereinafter referred to as “AGREEMENT”) dated July 21, 2020; and

**WHEREAS**, the COUNTY and RTC wish to include additional items regarding the proposed improvements on Maryland Parkway as part of the PROJECT.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties mutually agreed as follows:

**AGREEMENT**

1. The PARTIES, pursuant to ARTICLE III, SECTION 17 of the AGREEMENT, agree to amend and modify the AGREEMENT as follows:
  - a. The following language shall be deleted from Article I of the AGREEMENT, RTC AGREES:
    14. To allow the COUNTY to observe, review, and inspect all work during construction of the PROJECT with the understanding that any and all items of concern are reported to the RTC’s Resident Engineer for correction.

The following language shall replace the deleted language referenced directly above:

14. To perform the Quality Assurance Inspection and Testing in compliance with the COUNTY Quality Assurance Program. To monitor the Contractor’s Quality Control Program to ensure satisfactory performance and the result conforms to the project requirement. To allow COUNTY access to all QA/QC reports with the understanding that any and all items

of concerns are reported to the RTC Resident Engineer for correction. During construction to allow COUNTY to observe, review, and inspect all work for which the County will maintain after completion and acceptance of the PROJECT by the County with the understanding that any and all items of concerns are reported to the RTC Resident Engineer for correction.

- b. The following language shall be added to ARTICLE I of the AGREEMENT, RTC AGREES:

17. To construct landscape improvements along Maryland Parkway between Russell Road and Sahara Avenue. Landscaping includes all vegetation, rock mulch, utility connections, irrigation systems and related appurtenances installed in the medians and amenity zones as part of the Maryland Parkway BRT Project. To maintain landscaping for a one-year period beginning on the date of substantial completion. To allow COUNTY representative to perform inspection and acceptance of landscape work.

18. To schedule a final project walkthrough with the COUNTY, in accordance with the process set forth by RTC, prior to project completion and include list of required work for the PROJECT in COUNTY's jurisdiction in the final PROJECT punchlist issued to the RTC Contractor.

- c. The following language shall be added to ARTICLE II of the AGREEMENT, COUNTY AGREES:

7. COUNTY agrees to review, comment, and accept submitted QA inspection and testing reports.

8. Subject to budgeted appropriations to perpetually maintain said landscaping improvements, one year after PROJECT substantial completion and acceptance by the COUNTY including providing water for irrigation, making any necessary repairs to the water or irrigation systems and appurtenances thereto, pruning, mulching, fertilizing, irrigating, plant replacement and otherwise providing for the upkeep and maintenance for all landscape vegetation and rock mulch in the medians and amenity zones along Maryland Parkway between Russell Road and Sahara Avenue.

- d. The following language shall be deleted from ARTICLE III of the AGREEMENT, IT IS MUTUALLY AGREED:

2. The term of this Agreement shall be from the date first written above through and including December 31, 2024, or until the PROJECT is completed, whichever occurs first.

The following language shall replace the deleted language referenced directly above:

2. The term of this Agreement shall be from the date first written above through and including December 31, 2027, or until the PROJECT is completed, whichever occurs first.

### **Miscellaneous**

2. **Effect of this Amendment on the Agreement; Interpretation.** The Parties acknowledge and agree that the AGREEMENT has not been amended or modified in any respect, other than as set forth in Section 1 above. Except as provided in Section 1, this Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.
3. **Dispute Resolution.** If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.
4. **Counterparts.** This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.
5. **Severability.** If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.
6. **Conflicts.** The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.
7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.
9. **No Party Deemed Drafter.** The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an

arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision hereof against any Party as the drafter thereof. Each Party to this Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.

10. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.

**In WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1  
as of the date first written above.

CLARK COUNTY, NEVADA

REGIONAL TRANSPORTATION  
COMMISSION OF SOUTHERN  
NEVADA

\_\_\_\_\_  
JAMES B. GIBSON  
Chair, Board of County Commissioners

\_\_\_\_\_  
JUSTIN JONES  
RTC Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

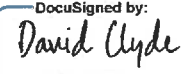
\_\_\_\_\_  
MARIN DUBOIS  
Government Affairs Supervisor

APPROVED AS TO LEGALITY AND  
FORM:

  
\_\_\_\_\_  
Ashley A. Balducci  
Deputy District Attorney

*Bar No 16323 for*

APPROVED AS TO LEGALITY AND  
FORM:

DocuSigned by:  
  
\_\_\_\_\_  
DAVID CLYDE  
RTC Legal Counsel

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