COOPERATIVE AGREEMENT

This Agreement is made and entered into on , by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the County of Clark, Nevada, a political subdivision of the State of Nevada, hereinafter called the "COUNTY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the COUNTY desires to move forward with an improvement project which includes widening of the northbound SR 171 Airport Connector and the northbound Sunset Road off ramp as outlined in the Project Scope attached hereto and incorporated herein as EXHIBIT 2, hereinafter called the "PROJECT"; and

WHEREAS, as established in Interlocal Cooperative Agreement NM 256-92-010, attached hereto and incorporated herein, the COUNTY owns all facilities within the footprint of the PROJECT, while the DEPARTMENT is responsible for maintenance of these facilities; and

WHEREAS, the DEPARTMENT desires to move forward with a pavement preservation project involving the rehabilitation of the existing pavement on the northbound SR 171 Airport Connector and Sunset Road off ramp, hereinafter called the "PRESERVATION PROJECT"; and

WHEREAS, the DEPARTMENT desires and the COUNTY is willing to incorporate the PRESERVATION PROJECT with the PROJECT, as one project (COMBINED PROJECT); and

WHEREAS, the DEPARTMENT will fund the PRESERVATION PROJECT and the COUNTY will administer the design plans and construction of the COMBINED PROJECT; and

WHEREAS, the COMBINED PROJECT will be of benefit to the DEPARTMENT, the COUNTY, and to the people of the State of Nevada; and

WHEREAS, the parties hereto are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - COUNTY AGREES

- 1. To design and construct the COMBINED PROJECT in accordance with DEPARTMENT standards.
- 2. To incorporate the design and construction of the PRESERVATION PROJECT as shown on EXHIBIT 1, attached hereto and incorporated herein as part of the COMBINED PROJECT and to administer the design, advertise, award, and oversee the construction of the COMBINED PROJECT.
- 3. To submit to the DEPARTMENT an electronic copy of the COMBINED PROJECT preliminary plans, specifications, and cost estimate for review and comment.
- 4. To provide the DEPARTMENT with an electronic copy and one hard copy of the COMBINED PROJECT's Issued for Construction plans and specifications for the DEPARTMENT's use.
- 5. To invite the DEPARTMENT to attend PROJECT meetings, including, but not limited to, field reviews, plan review meetings, progress meetings, and close-out meetings.
- 6. To allow the DEPARTMENT to observe, review, and inspect the construction of the COMBINED PROJECT with the understanding that all items of concern are to be reported to the COUNTY's Construction Manager and not to the Contractor.
- 7. To allow the DEPARTMENT to review and comment on the COMBINED PROJECT Requests for Information (RFI's) and change orders. The DEPARTMENT's written response shall be made to the COUNTY within Ten (10) working days of service of the RFI or change order. No response from the DEPARTMENT within this time frame shall constitute DEPARTMENT's consent and its acceptance for the COUNTY to proceed.
- 8. To invoice the DEPARTMENT, upon final execution of this agreement, for the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) (NOT-TO-EXCEED AMOUNT) for the estimated costs associated with the PRESERVATION PROJECT.
- 9. To invoice the DEPARTMENT for any additional amounts the COUNTY and DEPARTMENT mutually agree are necessary for the completion of the PRESERVATION PROJECT.
- 10. To maintain an accounting of the PRESERVATION PROJECT costs and to provide the DEPARTMENT with all supporting documentation of the PRESERVATION PROJECT costs. To refund any unspent balance of the NOT-TO-EXCEED AMOUNT to the DEPARTMENT within sixty (60) days after the COUNTY's final payment to the contractor.
- 11. To provide supporting documentation to be audited to confirm that work performed conforms to DEPARTMENT and Federal Highway Administration (FHWA) guidelines.
- 12. To invite the DEPARTMENT to attend the COUNTY's final walk through of the COMBINED PROJECT, and provide the DEPARTMENT with an electronic copy of record drawings for the DEPARTMENT's use upon COMBINED PROJECT final acceptance and closeout.

ARTICLE II - DEPARTMENT AGREES

- 1. To pay for all costs associated with the design and construction of the PRESERVATION PROJECT. These costs will include consultant design fees, construction costs including Contact Change Authorizations (CCA's) and change orders, construction administration costs, quality assurance, and surveying costs performed in the construction of the PRESERVATION PROJECT. The construction administration costs, quality assurance, and surveying costs will be set at thirteen percent (13%) of the actual PRESERVATION PROJECT construction costs.
- 2. To advance funds to the COUNTY in the amount of Seven Hundred Thousand Dollars (\$700,000.00), NOT-TO-EXCEED AMOUNT, for the PRESERVATION PROJECT costs. The NOT-TO-EXCEED AMOUNT represents an estimate of the PRESERVATION PROJECT design and construction costs plus a cash allowance to cover other approved costs as described in Article II-1. Subject to any increase approved as provided herein, the DEPARTMENT's total obligation under this Agreement shall not exceed the NOT-TO-EXCEED AMOUNT.
- 3. To pay the NOT-TO-EXCEED AMOUNT after the execution of this agreement and within 30 days of receipt of invoice from the COUNTY.
- Notwithstanding the above, the DEPARTMENT understands and agrees the NOT-TO-EXCEED AMOUNT is based on the design costs, as submitted by the COUNTY's design consultant, and the estimated total construction cost of the PRESERVATION PROJECT, and, if the NOT-TO-EXCEED AMOUNT advanced is insufficient to cover the PRESERVATION PROJECT costs, the DEPARTMENT agrees to pay any additional amounts the COUNTY and DEPARTMENT mutually agree are necessary for the completion of the PRESERVATION PROJECT, subject to approval of the appropriate official action of the governing body of each party. Said additional funds must be provided after necessary approvals and within 30 days of receipt of invoice from the COUNTY. The DEPARTMENT agrees that it will be responsible for change orders and CCAs which are a result of the PRESERVATION PROJECT. If said additional funds are not provided, the COUNTY shall have no further obligation to construct the PRESERVATION PROJECT and the DEPARTMENT will be responsible for all costs associated with the DEPARTMENT's failure to provide the additional funds, including, but not limited to, contractor claims due to failure to provide the additional funds and returning the PRESERVATION PROJECT and the roadway to serviceable condition comparable to its condition prior to construction activities.
- 5. To review and comment on the preliminary PROJECT plans and specifications provided by the COUNTY and to attend the review meetings to address said comments.
- 6. To attend PROJECT meetings, including, but not limited to, field reviews, plan review meetings, progress meetings, and close-out meetings.
- 7. To observe, review, and inspect COMBINED PROJECT construction work with the understanding that any and all items of concern are to be reported to the COUNTY's Construction Manager for correction.
- 8. To assign a point of contact during the construction for the COMBINED PROJECT that will coordinate with the COUNTY Project Manager or COUNTY Construction Manager assigned to this PROJECT.

- 9. To review and respond on COMBINED PROJECT Requests For Information (RFI's) or change orders. Responses to be submitted in writing to the COUNTY within ten (10) working days after service of such RFI or change order. No response from the DEPARTMENT within this time frame will constitute the DEPARTMENT's consent and acceptance of the work defined in the change order, and the COUNTY will proceed so as to not delay the PROJECT.
- 10. In addition to the maintenance obligations established in the Interlocal Cooperative Agreement NM 256-92-010, to maintain the PROJECT improvements as defined in EXHIBIT 2 excluding the grading improvements at the intersection of Arby Ave. and Bermuda Rd.

ARTICLE III - IT IS MUTUALLY AGREED

- 1. The term of this Agreement shall be from the date first written above through and including the 31ST day of December, 2023, or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.
- 2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 3. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.
- 4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature and/or COUNTY funding ability to satisfy this Agreement is withdrawn, limited, or impaired. Should this Agreement be terminated by the DEPARTMENT prior to completion of the PROJECT, the DEPARTMENT will reimburse the COUNTY for all improvement costs incurred up to the point of Agreement termination and all costs incurred by the COUNTY because of this Agreement's termination.
- 5. 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:

Kristina L. Swallow, P.E., Director

Attn.: Lynnette Russell, P.E., Project Manager

Nevada Department of Transportation

Project Management Division 1263 South Stewart Street Carson City, Nevada 89712

Phone: 702-671-6601 Email: lrussell@dot.nv.gov

FOR COUNTY:

Denis Cedarburg, P.E., Director

Attn: Spring Dineen, P.E. Design Project Manager Clark County, Nevada Clark County Public Works Department 500 South Grand Central Parkway, Suite 2001 PO Box 554000 Las Vegas, NV 89155-4000

Las Vegas, NV 89155-40 Phone: 702-455-6020

E-mail: dlc@clarkcountynv.gov

- 6. The COUNTY will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The COUNTY has the right to reject any and all bid proposals In accordance with NRS 338.143.
- 7. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, pandemic, epidemic, or acts of God, including, without limitations, earthquakes, floods, winds or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 8. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness, or intentional misconduct by its own officers and employees. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.
- 9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or COUNTY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 10. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.
- 11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.
- 12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 13. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

- 14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 15. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
- 16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 17. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in all contracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 18. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.
- 19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.
- 20. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or the applicable balance of interest.
- 21. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.
- 22. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 23. The parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 24. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations,

discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year

The recitals set forth above are incorporated herein and made a part hereof.

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

Randall J Tarr
Assistant County Manager

APPROVED AS TO FORM:

Approved as to Legality and Form:

Approved as to Legality and Form:

Deputy District Attorney

Deputy Attorney General

first above written.

71629

INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of Uuly .

1992, by and between the STATE OF NEVADA, Department of Transportation, hereinafter called STATE and CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter called COUNTY.

WITNESSETH

WHEREAS, the STATE and COUNTY wish to construct the Airport Connector Project located in Sections 3 and 4 of Township 22 South, Range 61 East in Las Vegas, Nevada.

WHEREAS, the Airport Connector Project is proposed as a 3 mile section of freeway linking I-15 south of Sunset Road to McCarran International Airport. Specifically, it includes the construction of a part of an interchange on Interstate 15 (I-15) at Maule Avenue, a depressed freeway segment (I-15 Connector) from I-15 interchange heading east to the Airport Interchange, a depressed roadway segment (Airport Connector) from the Airport Interchange heading north to the south portal of the Airport Tunnel, a 0.7 mile cut and cover tunnel section under the east-west Airport runways with the south portal being located north of Sunset Road and west of Paradise Road, a roadway segment (Warm Springs Connector) from the Airport Interchange heading southeast to Warm Springs Road, a portion of an interchange at Warm Springs Road, all frontage roads, and all bridges within the limits of the project.

(The facilities are described in more detail in Exhibit "B" and graphically shown in Exhibit "A").

WHEREAS, the Airport Connector Project will be of great benefit to the STATE, to the general public, and in particular, the citizens of Clark County and users of McCarran International Airport by easing congestion and providing a more direct route to and from McCarran International Airport.

WHEREAS, STATE and COUNTY acknowledge that the exact alignment location of the Beltway has not been finalized and the Airport Connector Project may or may not be a portion of the Beltway.

WHEREAS, the Beltway is a freeway facility from Tropicana/Durango running southeast around Las Vegas to the City of Henderson.

WHEREAS, Agreements between public agencies are authorized under Chapter 277.180 of the Nevada Revised Statutes for the work described herein.

WHEREAS, the Director of STATE is authorized to enter into Agreements under Chapter 408.205 of the Nevada Revised Statutes.

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NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

COUNTY AGREES to do the following:

- 1. To be responsible for and to perform or have performed by others the preliminary engineering, final design engineering, right-of-way engineering surveys, utility engineering and relocation of Utilities under County franchise agreements, hydraulic engineering, environmental engineering, and related work for the Airport Connector Project.
- 2. To accomplish the engineering design of the freeway, roadway sections, bridges, ramps, frontage roads and detention basin to STATE Standards, Policies and Specifications, and prepare the contract documents including plans and specifications in accordance with STATE Standards, Policies and Specifications.
- 3. To make any and all changes to plans and specifications required by STATE, for those items not meeting STATE's Standards, Policies and Specifications on that portion of the Airport Connector Project which STATE will maintain.
- 4. To advertise and award the contract for construction of the Airport Connector Project and to perform contract administration during construction.
- 5. To allow STATE to review and approve any change orders that affect the design or function of the road that STATE will maintain.
- To be responsible for all engineering design costs and all costs of construction associated with the Airport Connector Project.
- 7. To assume the maintenance responsibility for the tunnel under the east-west runways of McCarran International Airport from Station 35+00 on the Airport Connector (approximately 100' south of the south portal) to the north.
- 8. To allow the STATE, through a Resident Engineer, to observe, review and inspect project construction work, for which the STATE assumes a maintenance responsibility, to insure compliance with STATE Standards, Policies and Specifications with the understanding that any and all items of concern are reported to the COUNTY's designated representative for correction.

To allow STATE's Resident Engineer to have the authority to make design and construction decisions pertaining to the construction of the portions of the Airport Connector Project which the STATE will maintain and if necessary work with COUNTY to halt work, to insure those portions are built to STATE Standards, Policies and Specifications. 10. To procure and retain all necessary rights-of-way outside of STATES's presently owned right-of-way from I-15 freeway control of access corridor along alignment to the southeast as needed for the Airport Connector Project and to relocate or adjust all utilities required for the construction of the Airport Connector Project which are not relocated or adjusted per NRS 408.210. 11. To be responsible for the operation, maintenance and energy of all lighting and signal systems except as stated in Paragraph 3 and 4 of STATE AGREES. 12. To retain ownership of the Airport Connector Project. 13. To maintain the pumping facility, that handles the drainage for the Airport Connector Project, which is located outside project limits on County property. 14. To enter into a separate agreement with Union Pacific Railroad Company designating STATE as an agent of COUNTY to provide for maintenance responsibilities for the railroad grade separation structures, and allow easement access for the maintenance. STATE AGREES to do the following: To assume the maintenance responsibility of the Airport Connector Project as described in "Exhibit B" after construction if all items of construction are built to STATE Standards, Policies and Specifications. To review design submittals to insure compliance with all State Standards, Policies and Specifications. Review will be accomplished in a timely manner. STATE shall pay one hundred percent (100%) for the cost of replacing signal and lighting hardware in COUNTY's area of maintenance as described in Item 11 of COUNTY AGREES when said repairs exceed \$1000 (one thousand dollars) and are unrecoverable from insurance or any other means. To be responsible for maintenance and all replacement costs of freeway lighting, within I-15 Connector, Warm Springs Connector and Airport Connector up to Station 35+00.

- 5. To pay for any costs associated with the State's Resident Engineer or any other staff or administrative costs required by this Agreement.
- 6. To provide COUNTY a right-of-way Occupancy permit for all work contemplated within the I-15 freeway Control of Access.
- 7. To invoke STATE's rights under Nevada Revised Statute 408.210 to require relocation of all utilities under permit, or under local franchise since Federal funds are not committed to this project, at utility's company's expense and at no cost to STATE.
- To act as an agent for County to provide maintenance to the UNION PACIFIC RAILROAD structures.

It is MUTUALLY AGREED

1. The initial addresses of the parties are as follows:

For State:

Garth F. Dull, Director Nevada Department of Transportation 1263 South Stewart Street Carson City, NV 89701 (702) 687-5440

For County:

Randall Walker Deputy Director Aviation P. O. Box 11005 Las Vegas, NV 89111-1005 (702) 739-5211

- 1. STATE will not maintain landscaping outside STATE's I-15 Corridor right-of-way limits.
- STATE will not maintain cross streets outside the Airport Connector
 Project right-of-way limits.
- 3. Each respective party agrees to indemnify, defend and hold harmless the other party to the extent provided by law, including but not limited to Nevada Revised Statutes Chapter 41, from and against any liability arising out of the performance of this Agreement proximately caused by any act or omission of its officers, agents and employees.
- 4. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
- 5. That the illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.
- 6. This Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

7. This Agreement shall be terminated when construction of all improvements contemplated herein have been completed, and accepted in writing by COUNTY including concurrence of STATE's Resident Engineer, save and except the responsibility for maintenance and indemnity as specified herein.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

Garth F. Dull

Approved as to Legality and Form:

7/28/23

Brian Hutchins Deputy Attorney General Department of Transportation

Reviewed 27-20-92
Agreement Coordinator

CLARK COUNTY

ay Bingham

Chairman, Clark County Board of Commissioners

Approved as to Legality and Form:

Lee Thomson

Deputy District Attorney

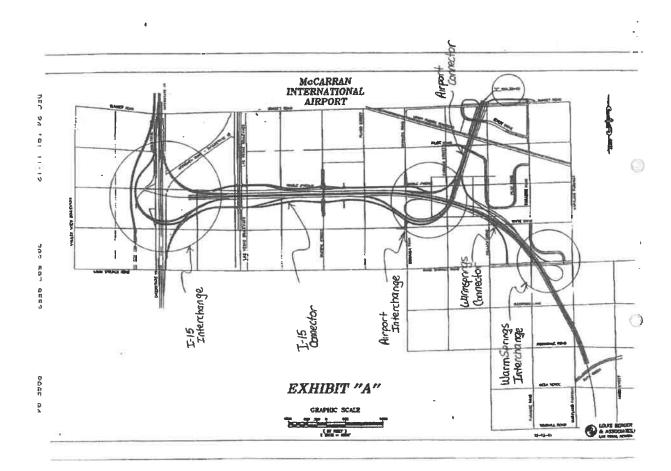
Attest:

County Clerk

Exhibit "B" Description of Facilities Airport Connector Project

- A. Interchange on Interstate 15 (I-15) at Maule Avenue.
 - a) A directional ramp from I-15 southbound (SB) to the I-15 Connector eastbound (EB).
 - Right turn ramp from I-15 Connector westbound (WB) to I-15 northbound (NB).
 - c) Right turn ramp from I-15 (NB) to the I-15 Connector (EB).
- B. A freeway section (I-15 connector) from I-15 to the Airport Interchange, approximately 1 1/2 miles.
 - a) An interchange will be included at Las Vegas Boulevard. It will be a diamond configuration and includes movements for the I-15 connector WB traffic to Las Vegas Boulevard.
 - Ramps from I-15 NB and SB to Las Vegas Boulevard.
- C. The Airport Interchange.
 - a) Ramp from I-15 Connector EB to the Airport Connector NB.
 - b) A "trumpet" configuration providing a loop ramp from the Airport Connector SB to the Warm Springs Connector EB.
 - c) Right turn ramp from Airport Connector SB to the I-15 Connector WB.
 - d) Right turn ramp from Warm Springs Connector WB to the Airport Connector NB.
- D. A roadway section (Airport Connector) from the Airport Interchange heading north to a point north of Sunset Road and south of the south portal to the tunnel leading to McCarran International Airport at Station "C" 35+00 on the Airport Connector.
 - a) A partial interchange is included at Sunset Road. This facility includes:
 - an exit ramp from Airport Connector NB to access the intersection of Sunset Road and Paradise Road.
 - 2) A loop ramp from Sunset Road to the Airport Connector SB.
- E. A roadway section (Warm Springs Connector) from the Airport Interchange heading southeast to Warm Springs Interchange at Warm Springs Road.

- F. Partial Interchange at Warm Springs.
 - a) Exit ramp from Warm Springs Connector EB to Warm Springs Road.
 - b) Entrance ramps from Warm Springs Road EB and WB to Warm Springs Connector WB.
- G. All frontage roads on the north and south sides of the I-15 Connector and Warm Springs Connector.
- H. All bridges and ramps associated with above identified projects.
- I. A proposed drainage detention basin inside the loop ramp associated with the Airport Interchange.



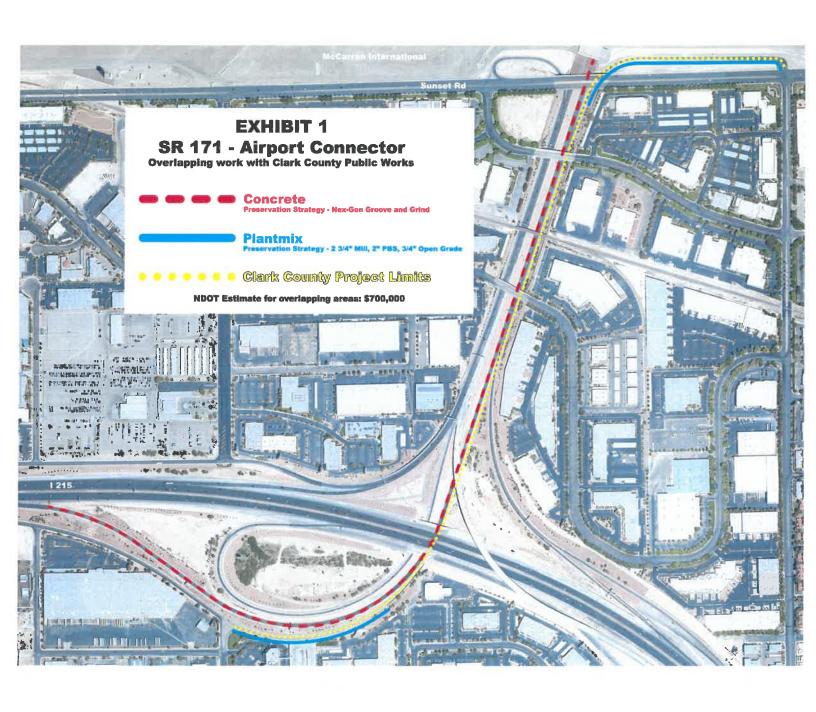


EXHIBIT 2

Interstate 215, Airport Connector Phase 3

Project Scope

The PROJECT will consist of improvements on George Crockett Road, Airport Connector northbound (south of the Airport tunnel), and the Sunset Road off ramp. The improvements include:

- Construction of a ramp for eastbound I-215 off ramp to Airport Connector northbound users to choose the Sunset Road exit before entering the Airport Connector northbound
- Realignment of George Crockett Rd. to accommodate the new ramp
- Grading improvements at the intersection of Arby Ave. and Bermuda Rd
- Widening of the Airport Connector northbound from 3 to 4 lanes
- Sunset Rd. off-ramp widening from 1 to 2 lanes
- Addition of Sunset Road off-ramp lighting
- Realignment of the Sunset Road off-ramp at the Sunset Road intersection
- Lighting within the Airport Connector north bound to be upgraded to LED