

Amendment No. 2 to  
**INTERLOCAL Agreement No. NM068-15-015**

This Amendment is made and entered into on \_\_\_\_\_, between the State of Nevada, Department of Transportation, (hereinafter referred to as the “DEPARTMENT”), and The City of Mesquite, Nevada (hereinafter referred to as the “CITY”) (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, on March 25, 2015, the Parties entered into Agreement No. NM068-15-015 to complete the work to build a new interchange on Interstate 15 (I-15) at Milepost 118, including an approach roadway (the extension of Lower Flat Top Parkway), interchange ramps, and a bridge over I-15 (described in Attachment A) (hereinafter called the “PROJECT”) that will be delivered through the Design-Build method; and

WHEREAS, on May 19, 2016, the Parties entered into Amendment No. 1 to Agreement No. NM068-15-015 to set forth the DEPARTMENT’s and the CITY’s cost participation and responsibilities to upgrade and rehabilitate existing drainage culverts crossing I-15 and identify the right-of-way ownership within the control access of the PROJECT; and

WHEREAS, the DEPARTMENT has directed the CITY to perform Naturally Occurring Asbestos (NOA) testing of local materials used on the PROJECT (hereinafter called the “TESTING”); and

WHEREAS, as a result of the DEPARTMENT’s direction to the CITY to perform TESTING, the CITY’s Contractor was delayed and has incurred additional costs to complete TESTING requirements, and the DEPARTMENT is willing to participate in such Contractor costs resulting from the TESTING; and

WHEREAS, the purpose of this Amendment is to set forth the DEPARTMENT’s and the CITY’s cost participation and responsibilities related to the TESTING; and

WHEREAS, the CITY and the DEPARTMENT are willing and able to perform the services described herein; and

WHEREAS, the services of the Parties will be of benefit to each other and to the people of the State of Nevada; and

WHEREAS, the PARTIES hereto desire to make certain amendments to Interlocal Highway Agreement No. NM068-15-015.

NOW, THEREFORE, the PARTIES agree as follows:

**A.** Insert the following paragraph in Article I – CITY AGREES:

“24. To bill the DEPARTMENT for costs incurred by the CITY’s Contractor related to the naturally occurring asbestos TESTING not to exceed Sixteen Thousand Three Hundred Ninety-Two and 51/100 Dollars (\$16,392.51).”

**B.** Insert the following paragraph in Article II – DEPARTMENT AGREES:

“18. To pay for the costs resulting from the naturally occurring asbestos TESTING with State funds, estimated to be, and not to exceed, Sixteen Thousand Three Hundred Ninety-Two and 51/100 Dollars (\$16,392.51).”

All of the other provisions of Agreement No. NM068-15-015 dated March 25, 2015, and Amendment No.1 NM068-15-015 dated May 19, 2016, 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 Mesquite

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

\_\_\_\_\_  
Allan S. Litman, Mayor  
Attest:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Tracy E. Beck, City Clerk

Approved as to Legality and Form:

Approved as to Form:

\_\_\_\_\_  
Robert Sweetin, City Attorney

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