

Item # 21A

**City of Carson City
Agenda Report**

Date Submitted: August 9, 2009

Agenda Date Requested: August 20, 2009
Time Requested: 10 Minutes

To: Mayor and Supervisors
From: Public Works

Subject Title: Review and approval of an agreement with the Nevada Department of Transportation that will result in the construction of a portion of the Carson City Freeway Phase 2B including the structures at Koontz Lane and Clearview Drive and the Edmonds drainage channel.

Staff Summary: Staff will present a proposed agreement between the City and the Nevada Department of Transportation that establishes the responsibilities of each party regarding the construction of an initial package of Phase 2B of the Carson City Freeway.
(Andrew Burnham)

Type of Action Requested: (check one)

- Resolution Ordinance
- Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve an agreement with the Nevada Department of Transportation that will result in the construction of a portion of the Carson City Freeway Phase 2B including the structures at Koontz Lane and Clearview Drive and the Edmonds drainage channel.

Explanation for Recommended Board Action: This agreement provides for the construction of a portion of Phase 2b of the Carson City Freeway and address issues associated with improvements, right-of-way ownership, and utility relocation and maintenance. The Carson City Regional Transportation Commission (RTC) was scheduled to consider a recommendation to the Board of Supervisors to approve this agreement at the RTC's August 12, 2009, meeting. Staff will provide the Board of Supervisors with information regarding action taken by the RTC.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: Estimated cost of construction contract is \$17 million.

Explanation of Impact: NDOT will contract for construction of improvements.

Funding Source: Construction will be funded with Federal and State funds.

Alternatives: Modify the proposed agreement.

Supporting Material: Proposed agreement.

Prepared By: Patrick Pittenger, Transportation Manager

Reviewed By: [Signature] Date: 8/11/09
 (Public Works)
[Signature] Date: 8/11/09
 (City Manager)
Melanie Bouketta Date: 8-11-09
 (District Attorney)
[Signature] Date: 8-11-09
 (Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
 2) _____ _____

 (Vote Recorded By)

COOPERATIVE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2009, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Carson City, Nevada, a consolidated municipality under the Nevada Revised Statutes, hereinafter called the CITY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined 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 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; and

WHEREAS, the DEPARTMENT and the CITY desire to construct the Carson City Freeway, a limited access freeway facility, which will ultimately traverse around downtown Carson City, Nevada on the east side of Carson City from US 395 north at Lakeview Hill to the intersection of South Carson Street, hereinafter called the FREEWAY and also referred to herein as the PROJECT; and

WHEREAS, construction of the FREEWAY will consist of several phases including but not limited to: the construction of bridge structures and drainage improvements from Goni Wash north to Arrowhead Drive (hereinafter called PHASE 1A); the construction of the remainder of the northern portion of the FREEWAY including drainage facilities from Lakeview Hill to Fifth Street (hereinafter called PHASE 1B); the construction of a segment of the freeway from Fairview Drive to US 50 East (hereinafter called PHASE 2A), the construction of the bridge structures at Koontz Lane and Clearview Drive and the Edmonds drainage channel (hereinafter called PHASE 2B-1) and the remainder of the FREEWAY from the intersection of South Carson Street to Fairview Drive; and

WHEREAS, the CITY wishes to cooperate with the DEPARTMENT in the construction of the FREEWAY, and believes that the construction of the FREEWAY will greatly improve traffic conditions in and through the CITY; and

WHEREAS, the purpose of this Agreement is to set forth the DEPARTMENT's and CITY's respective responsibilities associated with the PHASE 2B-1 portion of the PROJECT, relating to those endeavors associated with improvements, right-of-way ownership, utility relocation and maintenance; and

WHEREAS, the DEPARTMENT has agreed to include the relocation of the CITY's water lines at Clearview Drive and Koontz Lane in the PHASE 2B-1 construction contract (hereinafter called "UTILITIES"); and

WHEREAS, the CITY anticipates that changes that cannot be foreseen at this time will be necessary to complete PHASE 2B-1 and to address the CITY'S facilities and utilities included in and affected by the PROJECT (hereinafter called "CHANGES"); and

WHEREAS, the CITY and DEPARTMENT will cooperate to complete said CHANGES that are requested by the CITY after the execution of this Agreement;

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

ARTICLE I – CITY AGREES:

1. To convey by quitclaim deed to the DEPARTMENT, all its rights, title and interests in those parcels as depicted in the color RED on Exhibit "A", attached hereto and incorporated herein. To present the corresponding "Consent to Resolution of Relinquishment and Land Transfer Agreement" to the CITY Board of Supervisors for their approval upon receipt from the DEPARTMENT, in order to accomplish such conveyance.

2. To accept conveyance from the DEPARTMENT upon completion of PHASE 2A, by a "Resolution of Relinquishment", upon approval by the Transportation Board, all of the DEPARTMENT'S right, title and interest, in and to those portions of Edmonds Drive within the project limits and as depicted in the color GREEN on Exhibit "A" together with any utility facilities and storm drain facilities situated therein, to the degree to which the DEPARTMENT controls such facilities, and together with the maintenance duties, obligations and responsibilities for said portions of Edmonds Drive, together with utility and storm drain facilities.

3. To retain the maintenance duties, obligations and responsibilities for Clearview Drive, Koontz Lane, Edmonds Drive, Valley View Drive and Colorado Street including any grade separated portion within the freeway right-of-way. This maintenance shall include UTILITIES, roadway and pavement repair and replacement, striping, snow removal, sweeping, sidewalks, curb and gutter, barrier rail, guardrail, pedestrian fencing, on-street storm drain facilities, street lighting, graffiti removal, signing and other improvements on these CITY streets as depicted in Exhibit "B".

4. To enter into a Consent to Common Use Agreement that allows the CITY to retain rights currently held by CITY relative to utilities within the PHASE 2B-1 project limits.

5. To retain responsibility for the maintenance, reconstruction and or removal of CITY owned utilities within the PHASE 2B-1 project limits that will be left in place as a result of this PROJECT.

6. To relocate and/or adjust sanitary sewer lines and municipal water lines other than UTILITIES and any appurtenances thereto upon prior review and acceptance by DEPARTMENT. CITY shall complete all work within the PHASE 2B-1 project limits other than UTILITIES prior to the dates referenced in the CITY's Phase 2B-1 utility agreements and right-of-way encroachment permits.

7. To provide to the DEPARTMENT, final plans and specifications stamped by a professional engineer registered in the state of Nevada, for the inclusion of the UTILITIES (as depicted in EXHIBIT "C") in the PHASE 2B-1 construction contract.

8. To obtain all other necessary approvals for the relocation and installation of the UTILITIES and inclusion in the DEPARTMENT's construction contract.

9. Upon notification the CITY shall complete testing and inspection and provide acceptance of the UTILITIES within three weeks. This acceptance schedule will be included in the PHASE 2B-1 construction contract. Should the CITY's failure to complete this work result in conflict, interference or delay to the DEPARTMENT and or its contractors, the CITY shall pay for the actual costs attributable to such delay.

10. To obtain right-of-way occupancy permits from the DEPARTMENT prior to entering upon the DEPARTMENT'S rights-of-way, for the purposes of construction, maintenance or reconstruction of utilities with the understanding that the fee for such permits will be waived.

11. To convey the CITY's real property interests and any and all access and abutter's rights in and to portions of Clearview Drive, Valley View Drive, Koontz Lane, Line Drive and Colorado Street within the FREEWAY right-of-way to the DEPARTMENT.

12. To allow continuous use of access in and to CITY streets from adjacent properties for all driveways constructed in and to CITY streets located within PHASE 2B-1.

13. To observe, review, and inspect all project construction work within CITY right-of-way for acceptance with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

14. That CITY has reviewed and approved all aesthetic improvements included in PHASE 2B-1 including but not limited to concrete structure treatments, painting and accommodations for future landscaping improvements by the CITY.

15. To grant permission, and hereby does grant permission to the DEPARTMENT, its agents and/or contractors to occupy CITY drainage easements, CITY owned lands, streets and right-of-way for the purpose of constructing the FREEWAY and portions of CITY streets, drainage and other improvements for the duration of PHASE 2B-1 as depicted in the PHASE 2B-1 construction contract documents. Traffic detours and contractor haul routes will be allowed on CITY streets as depicted in Exhibit "D", attached hereto and incorporated herein.

16. To be responsible for all costs associated with CHANGES requested by the CITY for improvements to PHASE 2B-1 or CITY owned facilities that are not deemed the DEPARTMENT's responsibility by the assignment of prior rights or agreements and that cannot be foreseen at this time.

17. To submit all requests for the DEPARTMENT's approval for CHANGES in writing.

18. To complete the review of all submittals and requests for CHANGES submitted to CITY by DEPARTMENT within five (5) working days after service of such submissions. In the event the CITY does not provide the DEPARTMENT with the CITY'S written response within five (5) working days following the DEPARTMENT's service of such documents upon the CITY, the DEPARTMENT will proceed with submittals and change orders so as to not to delay the PROJECT and will assume no liability therefore.

19. Design costs will be included in the DEPARTMENT's invoice to the CITY with each billing for CHANGES requested by the CITY.

ARTICLE II - DEPARTMENT AGREES:

1. To advertise, award and administer the construction contract for PHASE 2B-1 of the FREEWAY and to be responsible for all construction costs excluding CHANGES and utility relocations deemed the responsibility of the CITY or otherwise addressed in a separate cooperative agreement.

2. To leave those portions of adjacent CITY streets upon which entry is required for the purposes herein in as neat and presentable condition as existed prior to such entry. Any damage to or significant deterioration of CITY streets, caused by DEPARTMENT or DEPARTMENT'S contractor if legal loads are exceeded by the DEPARTMENT and or its contractors, or otherwise caused through their negligence, recklessness or intentional misconduct, shall be repaired by the DEPARTMENT to their prior condition, at no cost to CITY. The CITY will review and approve street repairs within ten (10) working days upon notification of DEPARTMENT.

3. To accept CITY's quitclaim deed to all of CITY'S right, title and interest in parcels as depicted in the color RED on "Exhibit "A" attached hereto and made a part hereof by reference, located within said lands to be conveyed that are in place or will be in place when PHASE 2B-1 is completed.

4. To convey to the CITY those portions of Edmonds Drive as depicted in the color GREEN on "Exhibit "A", attached hereto and incorporated herein. To prepare the Consent to Resolution of Relinquishment, Land Transfer Agreement and Resolution of Relinquishment and present the Resolution of Relinquishment to the DEPARTMENT's Transportation Board for its approval.

5. To provide the CITY with a Consent to Common Use Agreement that allows the CITY to retain rights currently held relative to utilities within the PHASE 2B-1 PROJECT limits and further reimburse the CITY for reasonable expenses incurred in the relocation of its facilities in accordance with federal and state regulations.

6. To include UTILITIES in the PHASE 2B-1 construction contract. The estimated construction cost is Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000) and will be paid for by the DEPARTMENT due to the CITY's prior rights.

7. To bill the CITY quarterly for all costs associated with CHANGES incurred during PHASE 2B-1 including design costs.

8. To require DEPARTMENT's Contractor to notify CITY at least five (5) days in advance of the need to adjust signal heads or modify signal operation and timing as necessary to accommodate traffic movements during various stages of PHASE 2B-1 traffic control.

9. To include embedded street names facing the freeway traffic in the bridge structure rail and increase the strength of bridge structure rail and fencing to accommodate the CITY's future aesthetic patterning attachments to the bridge structures.

10. To allow the CITY to observe, review, and inspect project construction work within CITY right-of-way with the understanding that all items of concern are to be reported to the DEPARTMENT's Resident Engineer and not to the Contractor.

11. To review and approve CHANGES requested by the CITY within five (5) working days after service of such submissions. Said approval shall not be unreasonably withheld.

12. To allow the CITY to review and comment on change orders that involve features or items related to PHASE 2B-1 or UTILITIES for which the CITY assumes a maintenance responsibility. Approval shall be made within five (5) working days of service of change order as described in Paragraph 18 of ARTICLE I-CITY AGREES. No response from the CITY within this time frame shall constitute the CITY's acceptance of the changes and authorization for the DEPARTMENT to proceed.

13. To require DEPARTMENT's PHASE 2B-1 contractor to access the freeway corridor to and from DEPARTMENT owned streets and right-of-way except as identified in Exhibit "C".

14. To require DEPARTMENT's contractor to list CITY as an additional insured on contractor's liability insurance, and provide CITY with a certificate of insurance. The contractor shall also furnish the CITY with an Insurance Policy Additional Insured Endorsement and Certificate of Liability and Property Damage Insurance with a single limit of One Million Dollars (\$1,000,000.00) naming the CITY as an additional insured and shall maintain such insurance for the entire period during which the contractor shall occupy and/or conduct excavation, construction and/or installation activities within the CITY's right-of-way.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through 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 may be terminated by mutual consent of both parties. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. 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, or by E-Mail to:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
c/o Jim Gallegos
Nevada Department of Transportation
Project Management Division
1263 South Stewart Street
Carson City, NV 89712
Telephone: (775) 888- 7320
Fax: (775) 888- 7322
E-Mail: jgallegos@dot.state.nv.us

FOR CITY: Larry Werner, City Manager
City of Carson City
201 North Carson Street, #2
Carson City, Nevada 89706
Telephone: ((775) 887- 2100
Fax: (775) 887- 2286
E-Mail: lwerner@ci.carson-city.nv.us

4. The total cost of CHANGES shall be determined through negotiations between the DEPARTMENT and the CITY prior to the CITY submitting a request in writing for CHANGES to the DEPARTMENT.

5. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices.

6. The DEPARTMENT 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 DEPARTMENT has the right to reject any and all bid proposals.

7. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of PHASE 2B-1.

8. Design costs will be included in the DEPARTMENT's invoice to the CITY with each billing for CHANGES.

9. Any claims by CITY for street damage or significant deterioration of CITY streets due to DEPARTMENT or DEPARTMENT's contractor shall be substantiated by photo documentation or other means of evidence that specifically attributes the actual cause of the damage to one or both of the parties, their contractors, and or agents. Significant deterioration shall only be considered as the DEPARTMENT's responsibility if legal loads are exceeded by the DEPARTMENT and or its contractors, and or other actions and or inactions of the DEPARTMENT and or its contractors constituting negligence, recklessness or intentional misconduct resulting in street failures.

10. The CITY will ensure that any reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance of obligations under this Agreement shall be the exclusive property of the CITY and the DEPARTMENT. The CITY will ensure any consultant will not use, willingly allow or cause to have such documents used for any purpose other than performance of obligations under this Agreement without the written consent of the DEPARTMENT.

11. DEPARTMENT will allow CITY and it's agents and contractors to participate in negotiations and meetings regarding the potential claims of the DEPARTMENT and or its contractors, for delays incurred by the DEPARTMENT's and or its contractors, arising from the actions and or inactions of the CITY and or the CITY's utility contractors relative to the relocation and/or adjustments of CITY utilities.

12. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within thirty (30) days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

13. 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 State and DEPARTMENT 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.
14. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or 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.
15. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.
16. 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 court for enforcement of this Agreement.
17. 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.
18. Except as otherwise specifically set forth in 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 except as specified herein.
19. In the event the Nevada Legislature does not appropriate sufficient or any funds for a DEPARTMENT biennium during the term of this Agreement, this Agreement shall terminate.
20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.
21. 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 is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. 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.

23. In connection with the performance of work under this Agreement, the parties shall not 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 CITY shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

25. 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.

26. Pursuant to NRS 239.010, 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 a common law balancing of interests.

27. 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 as otherwise required to be kept confidential by this Agreement.

28. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

29. 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 first above written.

CARSON CITY

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

Robert L. Crowell, Mayor

Director

Attest:

Alan Glover, Clerk

Reviewed:

Kent Cooper, Asst. Director Engr.,

Recommended:

Recommended:

Lawrence Werner, City Manager

Thor Dyson, P.E., District Engineer

Approved as to Form:

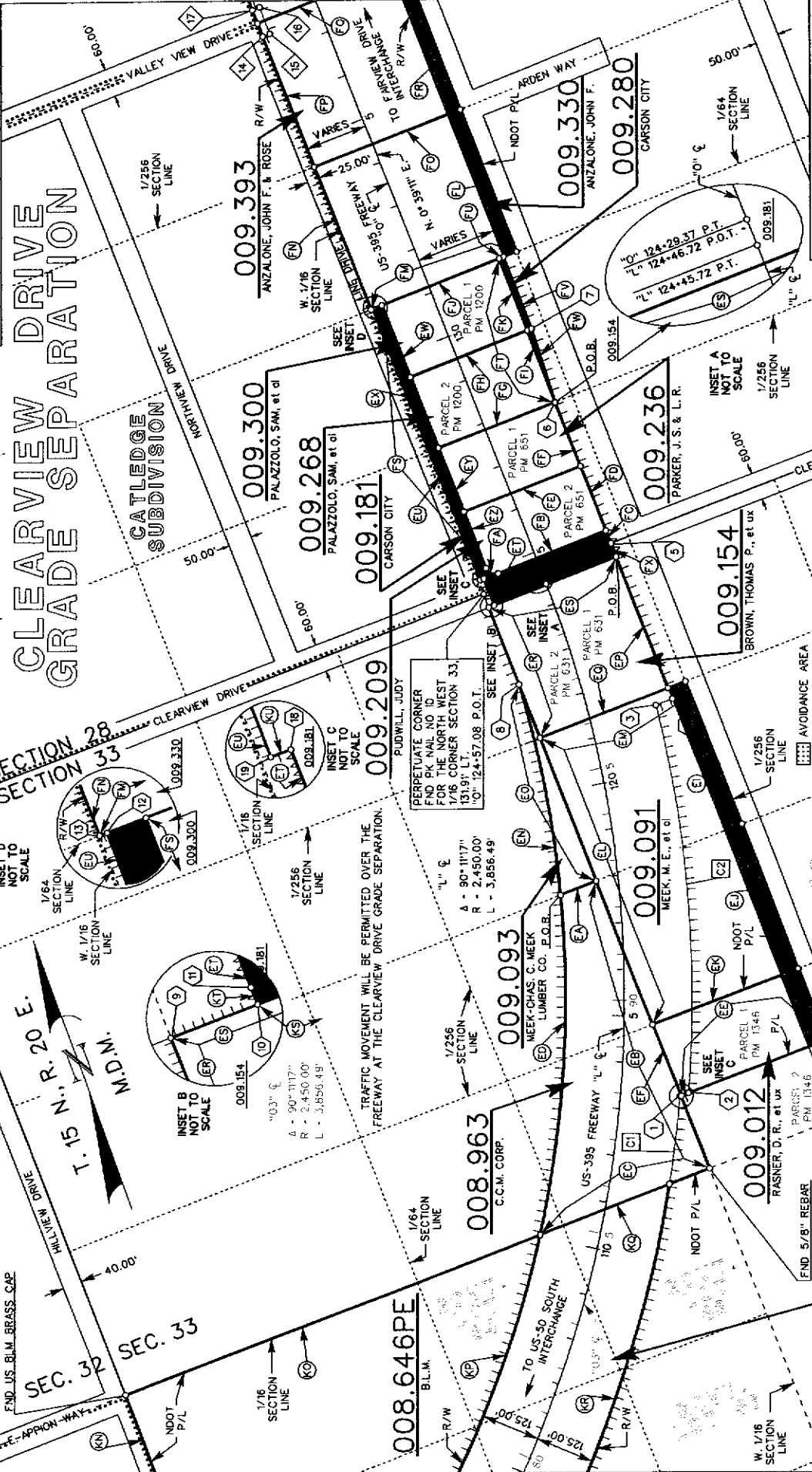
Approved as to Legality & Form:

Deputy District Attorney

Deputy Attorney General

Plan No.	Sheet No.	Project No.	E.D. No.	City
009.330	1	MG-395-4006B	71366	CARSON CITY
Sheet No.	Project No.	E.D. No.	City	
1	MG-395-4006B	71366	CARSON CITY	

PARCEL NUMBER PREFIX: U-050-CC-

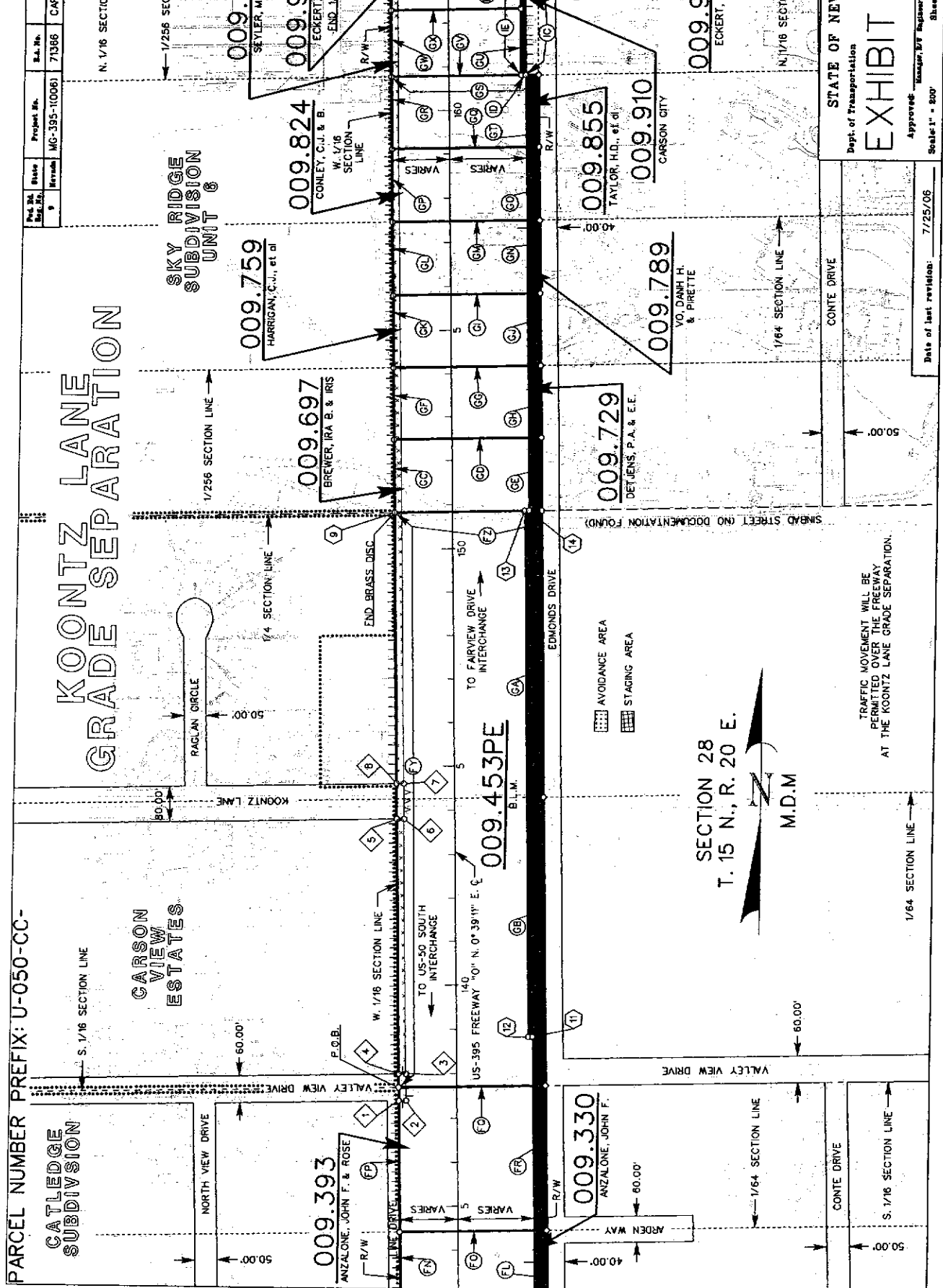


STATE OF NEVADA
Dept. of Transportation

EXHIBIT "A"

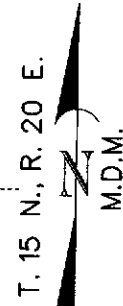
Scale: 1" = 500'
Date of last revision: 8/10/05
Sheet 1 of 3 Sheets

Parcel No. 9	Issue MG-395-1006	Project No. 71386	S.A. No. CARSON CITY	Sheet No. 2
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STATE OF NEVADA
 Dept. of Transportation B/W Division
EXHIBIT "A"
 Approved: _____
 Engineer, B/W Department
 Scale: 1" = 200'
 Date of last revision: 7/25/06
 Sheet 2 of 5 Sheets

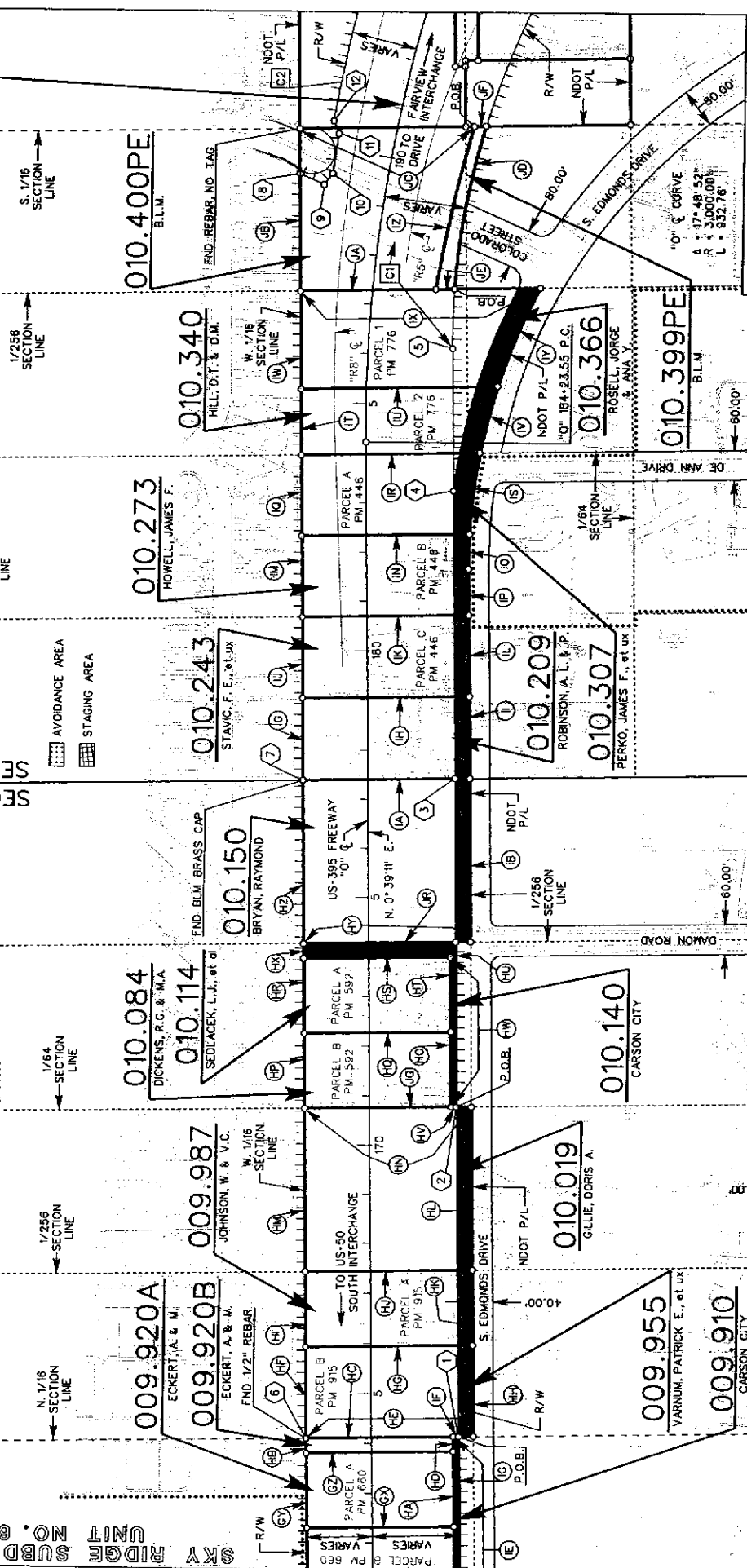
PARCEL NUMBER PREFIX: U-050-CC-



SECTION 28
SECTION 21

Plan No.	Sheet No.	Project No.	S.L. No.	County
9	3	MG-395-(006)	71366	CARSON CITY

END ACQUISITION
"0" 191+00.88 P.O.C.



STATE OF NEVADA
Dept. of Transportation 2/R Division
EXHIBIT "A"
Approved: *James J.F. Engineering*
Scale 1" = 800'
Date of last revision: 5/30/06

Sheet 3 of 3 Sheets

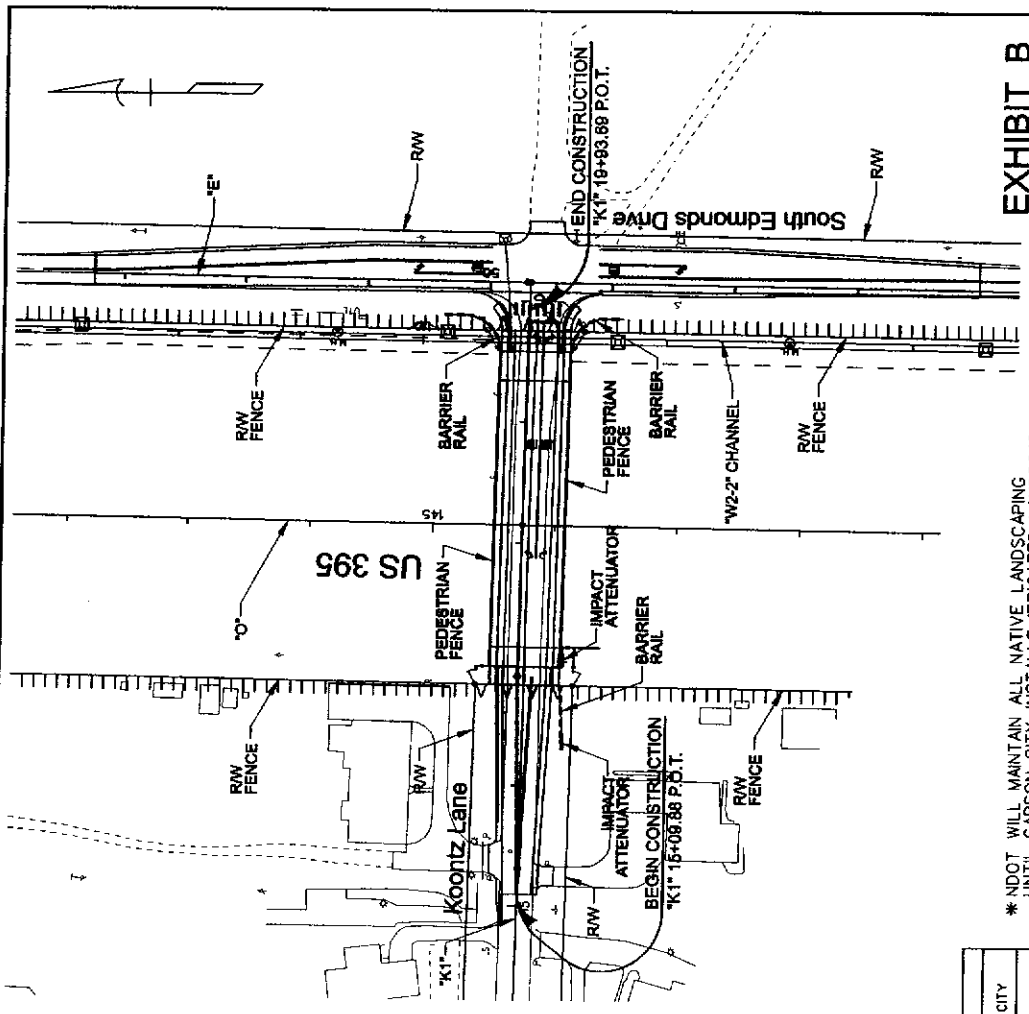


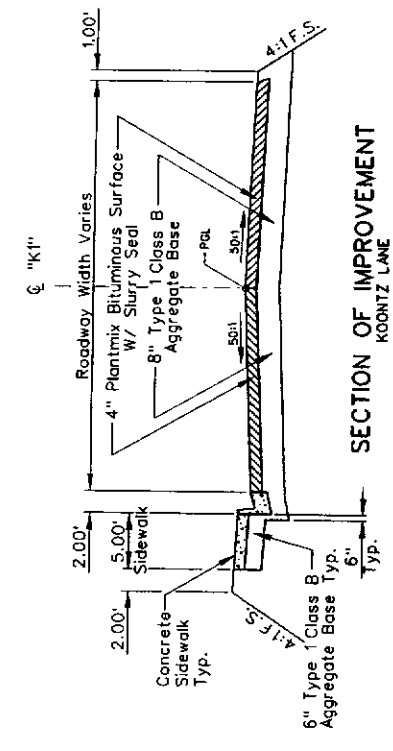
EXHIBIT B

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 CARSON CITY FREEWAY PHASE 2B-1
**MAINTENANCE
 RESPONSIBILITY**
 KOONTZ LANE

* NDOT WILL MAINTAIN ALL NATIVE LANDSCAPING UNTIL CARSON CITY INSTALLS IRRIGATED LANDSCAPING IN THE GATEWAYS. ONCE THIS OCCURS CARSON CITY WILL TAKE RESPONSIBILITY FOR ALL LANDSCAPING IN THE GATEWAYS.

LEGEND:

☐ CARSON CITY RESPONSIBILITY



MAINTENANCE RESPONSIBILITIES			
MANTAIN	NDOT	CARSON CITY	MANTAIN
LIGHTING	BRIDGE UNDERDECK LIGHTING	NONE	PAVEMENT CURB CUTTER, SIDEWALK, IMPACT ATTENUATOR, DRIVEWAY
STORM DRAINAGE SYSTEM	"W2-2" CHANNEL	KOONTZ LANE AND EDMONDS DRIVE ROADWAY	BRIDGE STRUCTURE
STRIPING	NONE	KOONTZ LANE AND EDMONDS DRIVE BRIDGE DECK	LANDSCAPING
SIGNS	NONE	REGULATORY AND STREET SIGNAGE ON KOONTZ LANE AND EDMONDS DRIVE	NATIVE LANDSCAPING*
			SUB-STRUCTURE AND SUPER-STRUCTURE APPROACH SLABS
			SEWAL'S DRIVE PROPOSED SURFACE AND STRIPING
			NONE

CARSON CITY

NDOT

MANTAIN

CARSON CITY

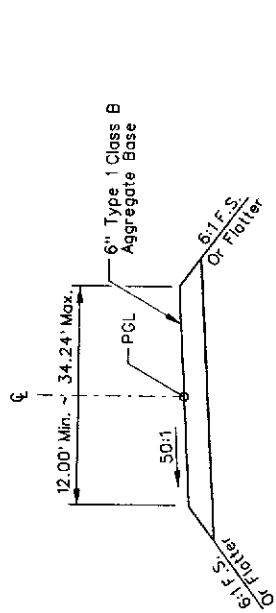
NDOT

CARSON CITY

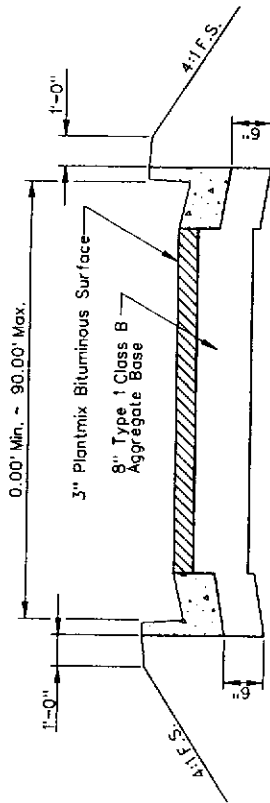
KOONTZ LANE AND EDMONDS DRIVE

SEWAL'S DRIVE

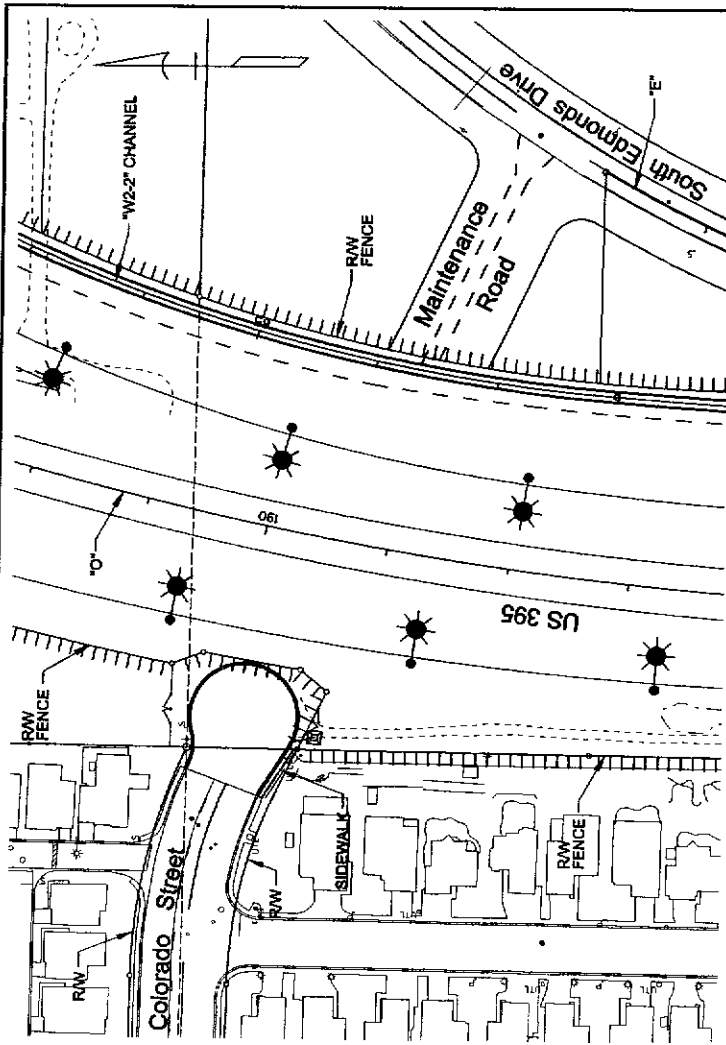
FILE NAME: X:\370-Carson Freeway\Phase 2B-04\MNTTY - BRIDGE\Responsibilities.dwg - 7/26/2009 - 4:00:54 PM



SECTION OF IMPROVEMENT
SEWER MANHOLE ACCESS ROAD



SECTION OF IMPROVEMENT
COLORADO STREET CUL-DE-SAC



MAINTENANCE RESPONSIBILITIES		CARSON CITY
MAINTAIN	NDOT	COLORADO STREET AND MAINTENANCE ROAD
STORM DRAINAGE SYSTEM	"W2-2" CHANNEL	COLORADO STREET
STRIPING	NONE	REGULATORY AND STREET SIGNAGE ON COLORADO STREET
SIGNS	NONE	COLORADO STREET AND MAINTENANCE ROAD
PAVEMENT, CURB, GUTTER, SIDEWALK	NONE	NATIVE LANDSCAPING*
LANDSCAPING	NATIVE LANDSCAPING*	NONE

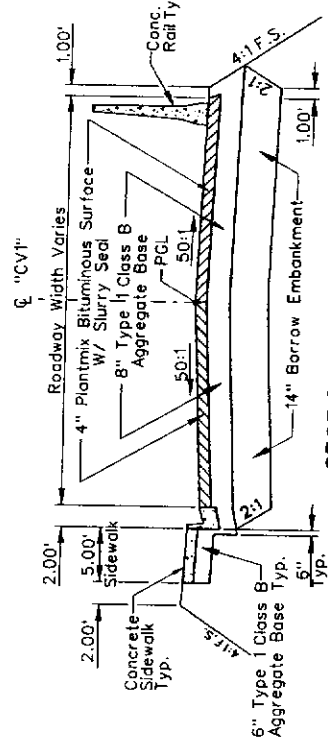
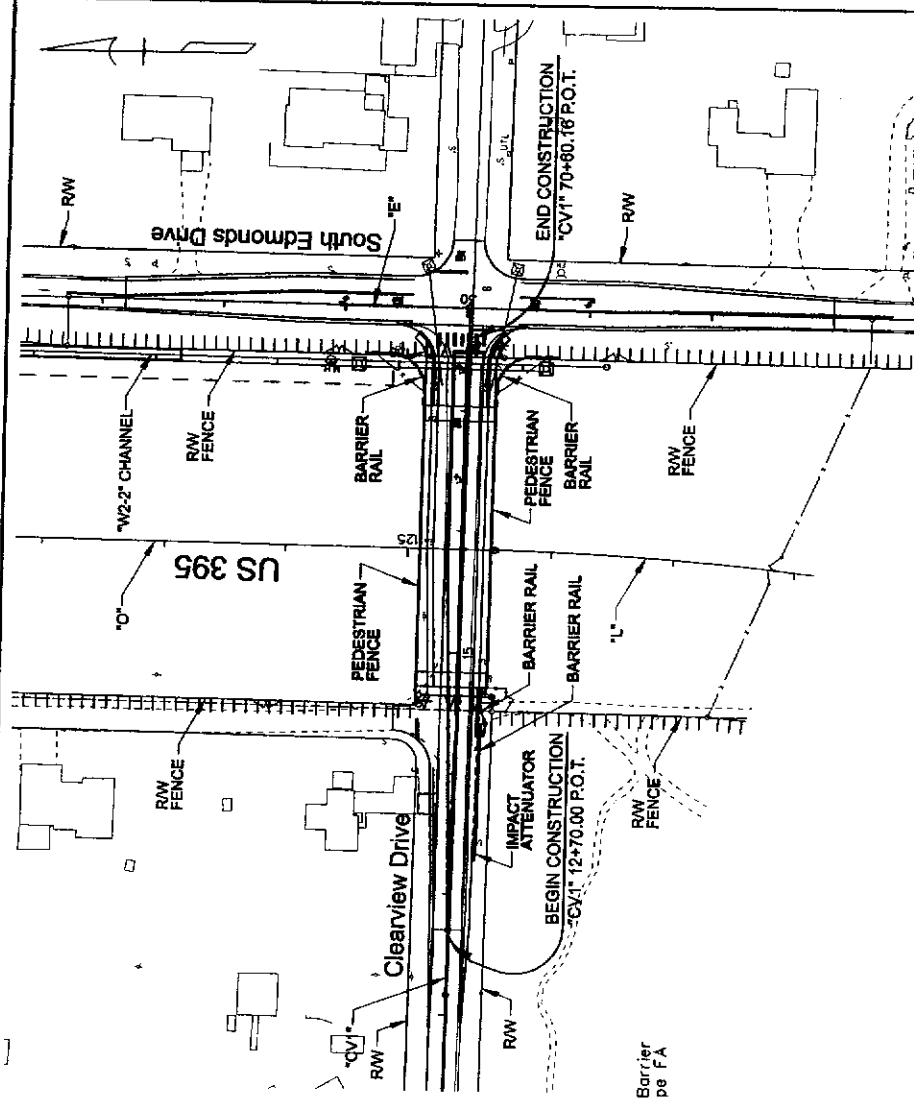
LEGEND:

□ CARSON CITY RESPONSIBILITY

EXHIBIT B

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
CARSON CITY FREEWAY PHASE 2B-1
MAINTENANCE
RESPONSIBILITY
COLORADO STREET

* NDOT WILL MAINTAIN ALL NATIVE LANDSCAPING UNTIL CARSON CITY INSTALLS IRRIGATED LANDSCAPING IN THE GATEWAYS. ONCE THIS OCCURS CARSON CITY WILL TAKE RESPONSIBILITY FOR ALL LANDSCAPING IN THE GATEWAYS.



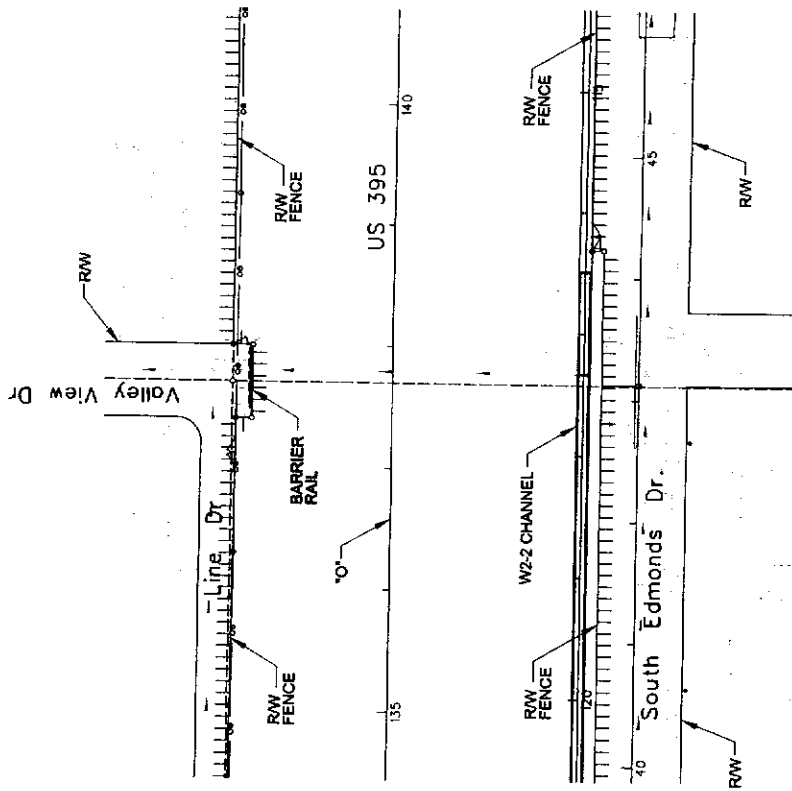
		MAINTENANCE RESPONSIBILITIES			
	NDOT	CARSON CITY	MAINTAIN	NDOT	CARSON CITY
LIGHTING	BRIDGE UNDERDECK LIGHTING	NONE	PAVEMENT, CURB, GUTTER, CHALK, BARRIER RAIL, IMPACT ATTENUATOR, DRIVEWAY, BOLLARD	NONE	CLEARVIEW DRIVE AND EDMONDS DRIVE
STORM DRAINAGE SYSTEM	"W2-2" CHANNEL	CLEARVIEW DRIVE AND EDMONDS DRIVE	BRIDGE STRUCTURE	SUB-STRUCTURE AND SUPERSTRUCTURE APPROACH SLABS	CLEARVIEW DRIVE AND EDMONDS DRIVE
STRIPING	NONE	CLEARVIEW DRIVE AND EDMONDS DRIVE AND BRIDGE DECK	LANDSCAPING	NATIVE LANDSCAPING *	PEDESTRIAN FENCE AND STRIPING
SIGNS	NONE	REGULATORY AND STREET SIGNAGE ON CLEARVIEW DRIVE AND EDMONDS DRIVE			NONE

* NDOT WILL MAINTAIN ALL NATIVE LANDSCAPING UNTIL CARSON CITY INST ALLS IRRIGATED LANDSCAPING IN THE GATEWAYS. ONCE THIS OCCURS CARSON CITY WILL TAKE RESPONSIBILITY FOR ALL LANDSCAPING IN THE GATEWAYS.

EXHIBIT B

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
CARSON CITY FREEWAY PHASE 2B-1
MAINTENANCE
RESPONSIBILITY
CLEARVIEW DRIVE

LEGEND:
 CARSON CITY RESPONSIBILITY



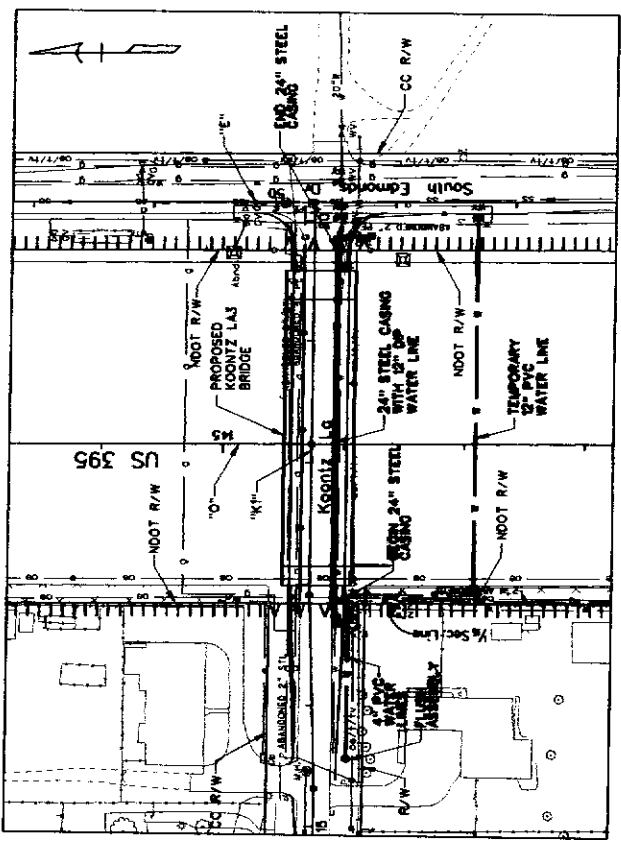
MAINTENANCE RESPONSIBILITIES		CARSON CITY
MAINTAIN	NDOT	REGULATORY AND STREET SIGNAGE ON VALLEY VIEW DRIVE
SIGNS	NONE	VALLEY VIEW DRIVE AND EDMONDS DRIVE ROADWAY
STORM DRAINAGE SYSTEM	W2-2 CHANNEL	CLEARVIEW DRIVE AND EDMONDS DRIVE
PAVEMENT, BARRIER RAIL	NONE	NONE
LANDSCAPING	NATIVE LANDSCAPING*	NONE

* NDOT WILL MAINTAIN ALL NATIVE LANDSCAPING UNTIL CARSON CITY INSTALLS IRRIGATED LANDSCAPING IN THE GATEWAYS. ONCE THIS OCCURS CARSON CITY WILL TAKE RESPONSIBILITY FOR ALL LANDSCAPING IN THE GATEWAYS.

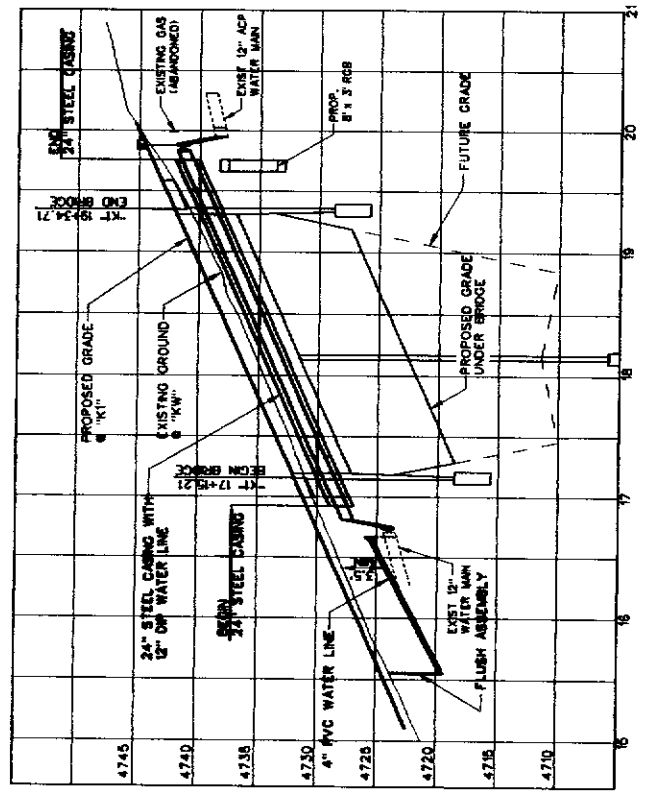
LEGEND:
 CARSON CITY RESPONSIBILITY

EXHIBIT B

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 CARSON CITY FREEWAY PHASE 2B-1
 MAINTENANCE RESPONSIBILITY
 VALLEY VIEW DRIVE




PLAN



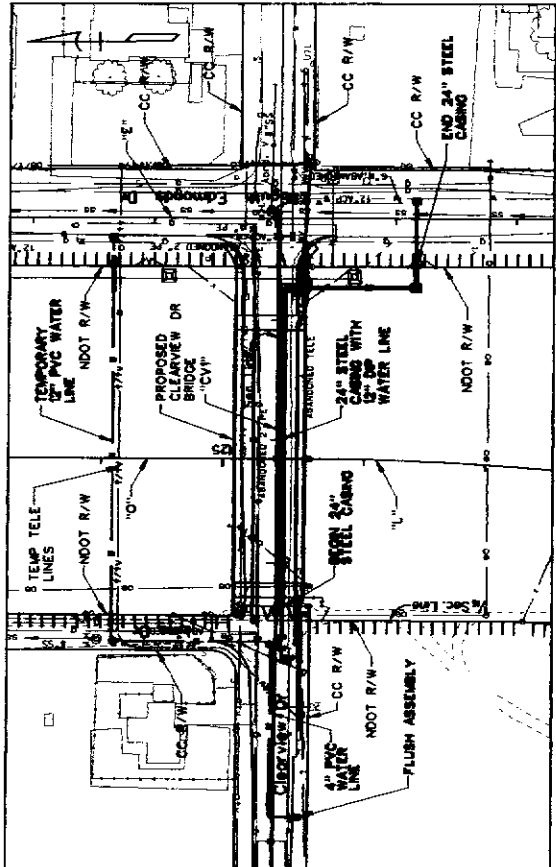
PROFILE
KOONTZ LANE BRIDGE
WITH 12" WATER LINE

KOONTZ LANE WATER LINE RELOCATION

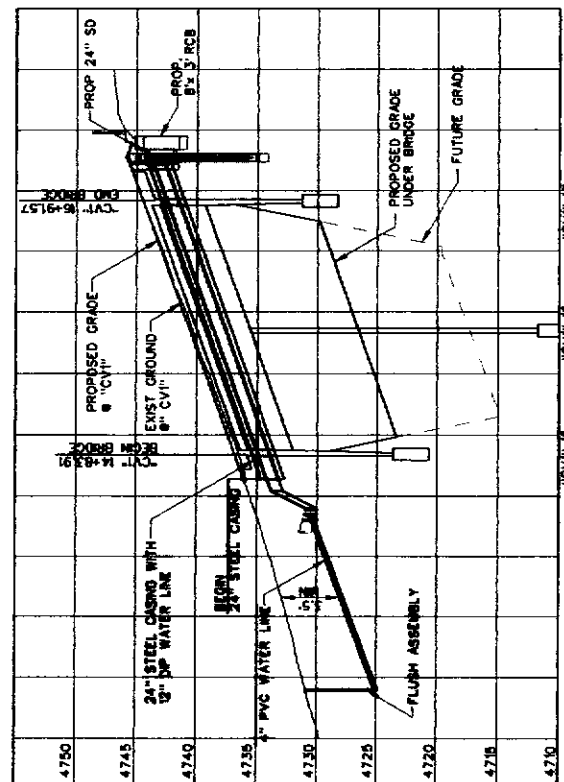
EXHIBIT C

LEGEND:
 CARSON CITY FACILITIES

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 CARSON CITY FREEWAY PHASE 2B-1
 MAINTENANCE
 RESPONSIBILITY
 KOONTZ LANE
 SHEET 2 of 2



PLAN



PROFILE
CLEARVIEW DRIVE BRIDGE
WITH 12" WATER LINE

CLEARVIEW DRIVE WATER LINE RELOCATION

EXHIBIT C

LEGEND:
 CARSON CITY FACILITIES

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 CARSON CITY FREEWAY PHASE 2B-1
 MAINTENANCE
 RESPONSIBILITY
 CLEARVIEW DRIVE

SHEET 1 of 2

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EXHIBIT D

STATE OF NEVADA
 DEPARTMENT OF TRANSPORTATION
 CARSON CITY FREEWAY PHASE 2B-1

HAUL ROUTE
 AND DETOUR

LEGEND:

-  HOONTS LAKE DETOUR ROUTE
-  CLEARVIEW DRIVE DETOUR ROUTE
-  HAUL ROUTE
-  ALTERNATE DETOUR ROUTE