

NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

 Day: Wednesday
 Date: October 11, 2017
 Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
 Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or Imaloney@carson.org, or call Lucia Maloney at (775) 887-2355 at least 24 hours in advance.

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Lucia Maloney, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

3. DISCLOSURES: Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

4. PUBLIC COMMENT: Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

5. APPROVAL OF MINUTES:

5.A (For Possible Action) September 13, 2017 Draft Minutes

6. PUBLIC MEETING ITEM(S):

6.A (For Possible Action) To approve Amendment No. 1 to Contract No. 1718-046 South Carson Street Survey to Lumos and Associates for an additional \$26,560 for a total not to exceed amount of \$114,510 to be funded from the RTC Account.

Staff Summary: Public Works has been directed by the City Manager to complete the design of the connecting section of Carson Street between the downtown improvements (completed in 2016) and the South Carson section from Fairview to Roland. This amendment is requested to cover the cost of the additional survey work required to complete the connecting section of South Carson from Fairview Drive to Fifth Street.

6.B (For Possible Action) To approve Contract No. 1718-064 FY 18 Carson City Pavement Management Services to Dynatest North America, Inc. for a total not to exceed amount of \$66,790.00 to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account.

Staff Summary: Carson Area Metropolitan Planning Organization (CAMPO) released a formal Request for Proposals (RFP) for qualified firms to submit proposals for FY 2018 Pavement Management Services on August 10, 2017. Contract No. 1718-064 satisfies the activities described within Task 3.2 Maintain Pavement Management System of CAMPO's 2017/2018 Unified Planning Work Program (UPWP).

6.C (For Possible Action) To accept the donation of permanent easements and right-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Kathi A. Martin (APN 010-121-21), Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25), Bruce A. Miller (APN 010-121-26), Randy W. and Lisa G.F. Jones (APN 010-12-127), Brandon Revocable Trust (APN 010-121-37), and Roger G. and Diana L. Preston (APN 010-121-38).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA) and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

- 7.A Street Operations Activity Report
- 7.B Project Status Report
- 7.C Future Agenda Items

8. BOARD COMMENTS (Information only): Status reports and comments from the members of the RTC Board.

9. PUBLIC COMMENT: Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

10. The Next Meeting is Tentatively Scheduled: 4:30 p.m., Wednesday, November 8, 2017, at the Sierra Room - Community Center, 851 East William Street.

11. ADJOURNMENT: For Possible Action

This agenda has been posted at the following locations on Thursday, October 5, 2017, before 5:00 p.m.:

City Hall, 201 North Carson Street Carson City Library, 900 North Roop Street Community Center, Sierra Room, 851 East William Street Carson City Public Works, 3505 Butti Way Carson City Planning Division, 108 E. Proctor Street Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden Lyon County Manager's Office, 27 South Main Street, Yerington Nevada Department of Transportation, 1263 S. Stewart Street, Carson City City Website: www.carson.org/agendas State Website: https://notice.nv.gov

CARSON CITY REGIONAL TRANSPORTATION COMMISSION Minutes of the September 13, 2017 Meeting Page 1

DRAFT

A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, September 13, 2017 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

- **PRESENT:** Vice Chairperson Jim Smolenski Commissioner Lori Bagwell Commissioner Mark Kimbrough Commissioner Jack Zenteno
- STAFF: Darren Schulz, Public Works Department Director Lucia Maloney, Transportation Manager Dan Stucky, City Engineer Dirk Goering, Senior Transportation Planner Graham Dollarhide, Transit Coordinator Dan Yu, Deputy District Attorney Kathleen King, Chief Deputy Clerk

NOTE: A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Carson City Clerk's Office, during regular business hours.

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:07:07) - Vice Chairperson Smolenski called the meeting to order at 5:07 p.m. Ms. King called the roll; a quorum was present. Chairperson Bonkowski was absent.

2. AGENDA MANAGEMENT NOTICE (5:07:32) - Vice Chairperson Smolenski entertained modifications to the agenda; however, none were forthcoming.

3. DISCLOSURES (5:07:42) - Vice Chairperson Smolenski entertained disclosures; however, none were forthcoming.

4. PUBLIC COMMENT (5:07:55) - Vice Chairperson Smolenski entertained public comment; however, none was forthcoming.

5. ACTION ON APPROVAL OF MINUTES - August 9, 2017 (5:08:10) - Vice Chairperson Smolenski entertained suggested revisions and, when none were forthcoming, a motion. Commissioner Kimbrough moved to approve the minutes. Commissioner Bagwell seconded the motion. Motion carried 4-0.

6. **PUBLIC MEETING ITEMS:**

6(A) INFORMATION ON AN ADMINISTRATIVE REVISION TO THE JAC ASSIST ADA COMPLEMENTARY PARATRANSIT POLICIES AND PROCEDURES DOCUMENT (5:08:44) -Vice Chairperson Smolenski introduced this item. Mr. Dollarhide reviewed the agenda materials, and responded to questions of clarification. Vice Chairperson Smolenski entertained additional questions or comments and, when none were forthcoming, thanked Mr. Dollarhide for his presentation. (5:17:48) Vice Chairperson Smolenski entertained public comment; however, none was forthcoming.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION Minutes of the September 13, 2017 Meeting Page 2

DRAFT

6(B) POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1718-060, FREEWAY MULTI-USE PATH PROJECT, FOR A BASE BID OF \$945,007.00, SCHEDULES A AND B, PLUS A CONTINGENCY AMOUNT OF UP TO \$72,204.00, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$1,017,211.00 (5:17:39) - Vice Chairperson Smolenski introduced this item, and Ms. Maloney reviewed the agenda materials. Mr. Stucky, Ms. Maloney, and Mr. Schulz responded to questions of clarification. Vice Chairperson Smolenski entertained additional questions or comments of the commissioners and of the public. When no additional questions or comments were forthcoming, he entertained a motion. Commissioner Kimbrough moved to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1718-060, Freeway Multi-Use Path Project, for a base bid of \$945,007.00, Schedules A and B, plus a contingency amount of up to \$72,204.00, for a total not-to-exceed amount of \$1,017,211.00. Commissioner Bagwell seconded the motion. Vice Chairperson Smolenski entertained discussion on the motion and, when none was forthcoming, called for a vote. Motion carried 4-0.

6(C) POSSIBLE ACTION TO APPROVE COOPERATIVE AGREEMENT P502-17-063, BETWEEN THE CARSON CITY RTC AND THE NEVADA DEPARTMENT OF TRANSPORTATION, FOR THE I-580 MULTI-USE PATH PROJECT, AND TO AUTHORIZE THE TRANSPORTATION MANAGER TO SIGN FUTURE AMENDMENTS TO THIS AGREEMENT REGARDING TIME EXTENSIONS OR A CHANGE IN THE VALUE OF FUNDING UP TO 10% OF THE INITIAL FUNDING AMOUNT (5:34:02) - Vice Chairperson Smolenski introduced this item, and Mr. Goering reviewed the agenda materials. Vice Chairperson Smolenski entertained questions or comments of the commissioners and of the public and, when none were forthcoming, a motion. Commissioner Zenteno moved to approve Cooperative Agreement P502-17-063, between the Carson City RTC and the Nevada Department of Transportation, for the I-580 Multi-Use Path Project, and to authorize the Transportation Manager to sign future amendments to this Agreement regarding time extensions or a change in the value of funding up to 10 percent of the initial funding amount. Commissioner Bagwell seconded the motion. Vice Chairperson Smolenski entertained discussion on the motion and, when none was forthcoming, called for a vote. Motion carried 4-0.

6(D) POSSIBLE ACTION TO APPROVE THE SUBMISSION OF TWO RECREATIONAL TRAILS PROGRAM GRANT APPLICATIONS BY THE PUBLIC WORKS DEPARTMENT FOR A SOUTH CARSON STREET MULTI-USE PATH AND FOR REHABILITATION IMPROVEMENTS ON THE LINEAR DITCH MULTI-USE PATH (5:36:36) - Vice Chairperson Smolenski introduced this item, and Mr. Goering reviewed the agenda materials. Mr. Schulz, Mr. Goering, and Ms. Maloney responded to questions of clarification. Vice Chairperson Smolenski entertained additional commissioner questions or comments and public comments. When no additional questions or comments were forthcoming, Vice Chairperson Smolenski entertained a motion. Commissioner Kimbrough moved to approve the submission of two Recreational Trail Program grant applications, by the Public Works Department, for a South Carson Street Multi-Use Path and for rehabilitation improvements on the linear ditch multi-use path. Commissioner Bagwell seconded the motion. Vice Chairperson Smolenski entertained discussion on the motion and, when none was forthcoming, called for a vote. Motion carried 4-0.

CARSON CITY REGIONAL TRANSPORTATION COMMISSION Minutes of the September 13, 2017 Meeting Page 3

DRAFT

6(E) POSSIBLE ACTION TO APPOINT THE TRANSPORTATION MANAGER TO SERVE ON THE TAHOE TRANSPORTATION DISTRICT BOARD OF DIRECTORS AS AN ALTERNATE TO RTC CHAIR BRAD BONKOWSKI (5:48:05) - Vice Chairperson Bonkowski introduced this item, and Ms. Maloney reviewed the agenda materials. Commissioner Kimbrough discussed his experience working in the Tahoe Basin, his service on the Tahoe Transportation District Board of Directors, and the importance of Carson City being involved. He commended Ms. Maloney as an excellent appointment. Vice Chairperson Smolenski entertained questions or comments of the commissioners and of the public and, when none were forthcoming, a motion. Commissioner Bagwell moved to appoint the Transportation Manager to serve on the Tahoe Transportation District Board of Directors as an alternate to RTC Chair Brad Bonkowski. Commissioner Kimbrough seconded the motion. Vice Chairperson Smolenski entertained discussion on the motion and, when none was forthcoming, called for a vote. Motion carried 4-0.

7. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS

7(A) STREET OPERATIONS ACTIVITY REPORT (5:51:42) - Vice Chairperson Smolenski introduced this item, and Ms. Maloney reviewed the agenda materials. Following a brief discussion, Vice Chairperson Smolenski entertained questions or comments; however, none were forthcoming.

7(B) PROJECT STATUS REPORT (5:52:58) - Vice Chairperson Smolenski introduced this item, and Ms. Maloney reviewed the agenda materials. Mr. Goering and Mr. Schulz responded to questions of clarification.

7(C) FUTURE AGENDA ITEMS (5:58:28) - In response to a question, Ms. Maloney advised that the pedestrian count results could be presented in the near future. Ms. Maloney reviewed the tentative agenda for the October commission meeting.

8. COMMISSIONER COMMENTS (5:59:38) - Vice Chairperson Smolenski entertained commissioner comments; however, none were forthcoming.

9. PUBLIC COMMENT (5:59:45) - Vice Chairperson Smolenski entertained public comment; however, none was forthcoming.

10. THE NEXT MEETING IS TENTATIVELY SCHEDULED FOR OCTOBER 11, 2017 IN THE COMMUNITY CENTER SIERRA ROOM, 851 EAST WILLIAM STREET (5:59:52) - Vice Chairperson Smolenski read this information into the record.

11. ACTION ON ADJOURNMENT (6:00:06) - Vice Chairperson Smolenski adjourned the meeting at 6:00 p.m.

The Minutes of the September 13, 2017 Carson City Regional Transportation Commission meeting are so approved this _____ day of October, 2017.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission

Meeting Date: October 11, 2017

Staff Contact: Dan Stucky, City Engineer

Agenda Title: (For Possible Action) To approve Amendment No. 1 to Contract No. 1718-046 South Carson Street Survey to Lumos and Associates for an additional \$26,560 for a total not to exceed amount of \$114,510 to be funded from the RTC Account.

Staff Summary: Public Works has been directed by the City Manager to complete the design of the connecting section of Carson Street between the downtown improvements (completed in 2016) and the South Carson section from Fairview to Roland. This amendment is requested to cover the cost of the additional survey work required to complete the connecting section of South Carson from Fairview Drive to Fifth Street.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

Move to approve Amendment No. 1 to Contract No. 1718-046 South Carson Street Survey to Lumos and Associates for an additional \$26,560 for a total not to exceed amount of \$114,510 to be funded from the RTC Account.

Background/Issues & Analysis

Contract 1718-046 was approved at the August 9, 2017 RTC meeting for \$87,950.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? \square Yes \square No

If yes, account name/number: Infrastructure Construction / 257-0615-465.70-40

Is it currently budgeted?	🛛 Yes	🗌 No,
---------------------------	-------	-------

Explanation of Fiscal Impact:	If approved the above referenced account will be decreased by an
additional \$26,560.	

<u>Alternatives</u> - N/A

Supporting Material

- Amendment

Board Action Taken:

Motion:

 1)
 Aye/Nay

 2)

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract #: # 1718-046 Title: South Carson Street Survey Amendment # 1

If Consideration will be amended, please indicate amount: <u>Increase by \$26,560.00 for total</u> <u>contract of \$114,510.00 (see change order)</u>

Reason for amendment: <u>Additional work needed</u>

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved	l by:
----------	-------

(1) City Department: <u>Public Works</u> Name/Title: <u>Darren Schulz, Director</u>

Signature:	Date:
(2) District Attorney's Office:	
Name/Title: <u>Deputy District Attorney</u>	
Signature:	Date:
(3) Carson City Purchasing and Contracts:	
Name/Title: Laura Rader, Purchasing and	d Contracts Administrator
Signature:	Date:
(4) Lumos and Associates:	
Name/Title: <u>Michael Bennett, Principal</u>	
Signature:	Date:



September 7, 2017

Mr. Darren Anderson, P.E. Carson City Public Works 3505 Butti Way Carson City, NV 89701 (775) 283-7584 Carson City • Fallon • Lake Tahoe • Reno

Carson City 800 E. College Parkway Carson City, Nevada 89706 775.883.7077 www.LumosInc.com

LA17.261 – Addendum 1

RE: South Carson Street Corridor, Fifth Street to Stewart Street, Carson City, NV

Dear Mr. Anderson,

Lumos & Associates, Inc. (Lumos), appreciates the opportunity to submit this proposal to provide professional surveying services for this project. Based upon our understanding of the project we propose to provide the following tasks.

Topographic Survey

A project basemap will be created using a combination of aerial photogrammetry and ground collected survey field shots. The project will be flown at an appropriate elevation to obtain a horizontal scale of 1"=20' with a 1' contour interval accuracy. Field shots will be obtained at critical locations such as edge of roadways, utilities, and storm drain features to be combined with the aerial provided digital terrain model to supplement the basemap. Additionally, field shots will be collected at areas of known crosswalk and sidewalk improvements to achieve a higher degree of vertical accuracy. A digital terrain model, topographic basemap, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Carson City Control Network, Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the basemap. The vertical datum for the project will be reference to NAVD88. The area to be mapped will be along Carson Street from the intersection of Stewart Street to the intersection of South Fifth Street.

Right of Way Survey

Lumos will review Right of Way Mapping from the Nevada Department of Transportation (N.D.O.T.). The mapping for the entire alignment to be surveyed will be calculated prior to beginning field work. During the ground survey portion of this project existing highway monuments and property corners will be located along the project corridor. A best fit of the existing right of way will be made based upon found monuments and record mapping. This task will not include any verification or research of existing ownership. There may be areas discovered that could have a material discrepancy in the record to what is found in the field. If this occurs we will present the findings. If the proposed improvements are close to any possible conflicts additional field work and research may be needed and ultimately a Record of Survey may be required. If this happens, we would appreciate the opportunity to provide a proposal for a modification to our scope and fees accordingly.

Total Proposed Fees:

Topographic & Right of Way Survey \$26,560

L:\Marketing\Proposals\2017 Proposals\LA17.261 - South Carson Street Corridor\South Carson Street Corridor-5th to stewart.docx

Mapping can be completed and delivered within 8 weeks of notice to proceed, weather depending. Our final deliverables will be a digital terrain model, topographic basemap, color orthophoto, and a coma delimited ASCII file of survey points collected, all in a digital format. We do not anticipate setting up sheet sets or plotting the existing alignment conditions.

We look forward to working with you on this project, and if you have any questions or require any additional information, please contact me.

Sincerely,

Dean Neulan

Dean Neubauer, P.L.S., W.R.S. Project Manager – Surveying Division



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: October 11, 2017

Staff Contact: Lucia Maloney, Transportation Manager

Agenda Title: (For Possible Action) To approve Contract No. 1718-064 FY 18 Carson City Pavement Management Services to Dynatest North America, Inc. for a total not to exceed amount of \$66,790.00 to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account.

Staff Summary: Carson Area Metropolitan Planning Organization (CAMPO) released a formal Request for Proposals (RFP) for qualified firms to submit proposals for FY 2018 Pavement Management Services on August 10, 2017. Contract No. 1718-064 satisfies the activities described within Task 3.2 Maintain Pavement Management System of CAMPO's 2017/2018 Unified Planning Work Program (UPWP).

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to approve Contract No. 1718-064 FY 18 Carson City Pavement Management Services to Dynatest North America, Inc. for a total not to exceed amount of \$66,790.00 to be funded from the CAMPO/Unified Planning Work Program (UPWP) Account.

Background/Issues & Analysis

A formal RFP was released on August 10, 2017 and proposals were accepted through 2pm on August 24, 2017. The project consists of a field survey of 285 center line miles of roadways within Carson City with network referencing, GIS linkage, method to QA/QC collected data, and coordination and delivery of data to Carson City and the University of Nevada, Reno, in a method compatible with MicroPAVER and acceptable to Carson City Staff. The pavement survey will be conducted in October and November, 2017.

Six proposals were submitted, of which two firms were selected for interviews. Interviews were conducted on September 13, 2017. The proposal evaluation and interview panel consisted of two representatives from Carson City and one from the University of Nevada, Reno. Proposals were evaluated based on the following:

- Project Experience: Proposer demonstrates experience with similar projects, and has an excellent performance record.
- Project Manager: Demonstrated experience and abilities.
- Technical Capacity: Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization and proposed project team.

• Project Approach: Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed project. Proposer exhibits insightful approach to the project design.

CAMPO staff is recommending execution of the contract with Dynatest North America, Inc. in the amount of \$66,790.00. CAMPO is being asked to approve the expenditure of funding from the CAMPO/UPWP Account in the CAMPO Fund and to recommend approval of the aforementioned Pavement Management Services contract to RTC.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? 🛛 Yes 🗌 No
If yes, account name/number: CAMPO/Unified Planning Work Program Account / 245-3028-431.12-
01
Is it currently budgeted? 🛛 Yes 🗌 No
Explanation of Fiscal Impact: Explanation of Fiscal Impact: The contract amount was budgeted under
Task 3.2 Maintain Pavement Management System of CAMPO's 2017/2018 Unified Planning Work

Program (UPWP). The required 5% local match is \$3,340.00.

<u>Alternatives</u>

Not award the contract.

Supporting Material

• Draft Contract

Board Action Taken:

Motion: _____

1) _____ Aye/Nay ____

(Vote Recorded By)

THIS CONTRACT is made and entered into this 11th day of October, 2017, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and Dynatest North America, Inc., hereinafter referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract (does involve ____) (does not involve _X_) a "public work" construction project, which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, CONSULTANT'S compensation under this agreement (does $\underline{X}_{}$) (does not ___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONSULTANT for CONTRACT No. 1718-064 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. <u>REQUIRED APPROVAL</u>:

This Contract shall not become effective until signed by all parties and insurance certificates are received.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use C	Dnly
CCBL expires	
GL expires	
AL expires	
PL expires	
WC expires	

2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 <u>Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:</u> (OMITTED)

2.8 **<u>CITY Responsibilities:</u>**

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. <u>CONTRACT TERM</u>:

3.1 This Contract shall be effective from October 11, 2017 to December 31, 2017, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. <u>NOTICE</u>:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (<u>www.carson.org</u>), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONSULTANT** shall be addressed to:

Dr. Alvaro Ulloa-Calderon, Senior Engineer Dynatest North America, Inc. 165 South Chestnut St. Ventura, CA 93001 805-648-2230 email: aulloa@dynatest.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department Laura Rader, Purchasing and Contracts Administrator 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7362 LRader@carson.org

5. <u>COMPENSATION:</u>

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in <u>Section 2</u> (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Sixty Six Thousand Seven Hundred Ninety Dollars and 00/100 (\$66,790.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CONSULTANT** shall provide **CITY** with a scope of work for each task to be completed and if approved by the Public Works Director, **CONSULTANT** will be provided a "Task Order" authorizing the work.

5.4 **CITY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.5 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.6 **CITY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

6. <u>TIMELINESS OF BILLING SUBMISSION</u>:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

7. <u>CONTRACT TERMINATION</u>:

7.1 <u>Termination Without Cause</u>:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONSULTANT** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONSULTANT** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of unabsorbed overhead, in the event of a convenience termination.

7.2 <u>Termination for Nonappropriation</u>:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONSULTANT** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 <u>Cause Termination for Default or Breach</u>:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 <u>Time to Correct (Declared Default or Breach)</u>:

7.4.1 Termination upon a declared default or breach may be exercised only after providing $\underline{7}$ (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall <u>run concurrently</u> with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 <u>Winding Up Affairs Upon Termination</u>:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** (Winding Up Affairs Upon Termination) survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. <u>REMEDIES</u>:

Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONSULTANT** to **CITY**.

9. <u>LIMITED LIABILITY</u>:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract 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, or acts of God, including, without limitation, 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 this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities,

damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this section. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in <u>Subsection 11.5</u> below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.3.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.3.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.5 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONSULTANT**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONSULTANT** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract 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 **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

12.4 **CONSULTANT**, in addition to <u>Section 11</u> (INDEMNIFICATION), shall indemnify and hold CITY harmless from, and defend CITY against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

<u>13.1</u> NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONSULTANT**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONSULTANT**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 Insurance Coverage (13.6 through 13.23):

13.6 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by CITY of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 General Insurance Requirements (13.8 through 13.23):

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insured, unless:

13.10.1 **CONSULTANT** maintains an additional \$5,000,000.00 umbrella policy in lieu of the Waiver of Subrogation Clause.

13.11 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$50,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701.

13.14 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONSULTANT**.

13.17 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of CITY as an additional insured per <u>Subsection</u> 13.9 (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT**'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

- 13.20.1 *Minimum Limits required*:
- 13.20.2 Two Million Dollars (\$2,000,000.00) General Aggregate.
- 13.20.3 Two Million Dollars (\$2,000,000.00) Products & Completed Operations Aggregate.
- 13.20.4 One Million Dollars (\$1,000,000.00) Each Occurrence.
- 13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO

Page **9** of **17**

(Professional Services Consultant Agreement)

1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 Minimum Limit required:

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

- 13.22.1 *Minimum Limit required*:
- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONSULTANT** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the services of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract 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.

17. <u>SEVERABILITY</u>:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. <u>CITY OWNERSHIP OF PROPRIETARY INFORMATION:</u>

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. <u>PUBLIC RECORDS</u>:

Pursuant to ;'NRS 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. <u>CONFIDENTIALITY</u>:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

- 22.1 In the event federal grant funds are used for payment of all or part of this Contract:
- 22.1.1 CONTRACTOR certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- 22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, CONTRACTOR and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. § 635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. <u>GENERAL WARRANTY</u>:

CONSULTANT warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. <u>PROPER AUTHORITY</u>:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONSULTANT** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

27. <u>GOVERNING LAW / JURISDICTION</u>:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

29. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

<u>CITY</u>

Chief Financial Officer Attn: Laura Rader, Purchasing & Contracts Administrator Purchasing and Contracts Department 201 North Carson Street, Suite 2 Carson City, Nevada 89701 Telephone: 775-283-7137 Fax: 775-887-2107 LRader@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By:___

Nancy Paulson, Chief Financial Officer

Dated _____

<u>CITY'S ORIGINATING DEPARTMENT</u> CONSULTANT will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Laura Rader, CPPB

Ву: _____

Dated _____

PROJECT CONTACT PERSON:

Lucia Maloney 775-283-7396

Ву:____

Deputy District Attorney

Dated _____

Funding Source: 245-3028-431.12-01

Undersigned deposes and says under penalty of perjury: That he/she is **CONSULTANT** or authorized agent of **CONSULTANT**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONSULTANT
BY: Dr. Alvaro Ulloa-Calderon
TITLE: Senior Engineer
FIRM: Dynatest North America, Inc.
CARSON CITY BUSINESS LICENSE #: 17-
Address: 165 South Chestnut St.
City: Ventura State: CA Zip Code: 93001
Telephone: 805-648-2230
E-mail Address: Aulloa@dynatest.com

(Signature of Contractor)	
DATED	
STATE OF)	
)ss County of)	
Signed and sworn (or affirmed before me on thisday of	, 20

(Signature of Notary)

(Notary Stamp)

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of October 11, 2017, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1718-064** and titled **FY 18 Carson City Pavement Management Services**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 11th day of October, 2017.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 11th day of October, 2017.

SAMPLE INVOICE

Invoice Number: ______ Invoice Date: ______ Invoice Period: ______

Invoice shall be submitted to:

Carson City Public Works Attn: Karen White 3505 Butti Way, Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
	Total for this invoice			

Original Contract Sum Less amount previously billed = contract sum prior to this invoice Less this invoice =Dollars remaining on Contract

\$		
\$		
\$		
\$		
\$ 		

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES



Dynatest North America, Inc.

Technical Proposal

RFP 1718-064: FY 18 Carson City Pavement Management Services

Prepared For:

Carson City



Proposal Due Date: 24 August 2017

DYNATEST NORTH AMERICA, INC. 165 S Chestnut St, Ventura, CA 93001 UNITED STATES OF AMERICA (805) 648-2230 <u>AUlloa@dynatest.com</u> <u>www.dynatest.com</u>



Reference: RFP 1718-064 — FY18 Carson City Pavement Management Services

Ms. Laura,

Dynatest North America, Inc. (Dynatest) is pleased to submit this proposal to provide semi-automated pavement distress data collection and pavement management system (PMS) update to the Carson City (City). Dynatest has more than 40 years of pavement engineering expertise, an extensive resume of similar, successfully-completed projects, and state-of-the-art pavement evaluation equipment and software necessary for the success of this project.

We understand the City has identified pavement management services that are to be performed under this RFP, including: (1) Pavement Condition survey and assessment on 364 lane miles of the City (about 285 Centerline miles), (2) network referencing, GIS linkage and updating the City's MicroPAVER (aka PAVER) database with the latest inspection and Pavement Condition Index (PCI) data. We fully understand these types of projects, and we are confident that we can provide high-quality, cost-effective pavement data collection and pavement management services to the City. This project will be managed by Dr. Alvaro Ulloa, PE (California and Texas) out of our nearby Ventura, CA office. The project manager will not be removed from the project without permission of the City or consultant may forfeit the project.

Dynatest will collect pavement imagery and identify and classify distresses using our state-of-the-art pavement evaluation equipment and customized software. The identified distresses will be imported into PAVER to get the PCI values according ASTM D6433 standard. It is worth noting that Dynatest is currently responsible for developing the PAVER Pavement Management System for the US Army Corps of Engineers (USACE). We have worked collaboratively with USACE in enhancing and improving the system for the past several years and we have performed PAVER implementations and updates for public agencies in the United States and globally. Dynatest also developed the 2D and 3D image-based PCI survey method currently used by several agencies in performing semi-automated PCI surveys. In addition, our software directly exports the processed data into PAVER, making the procedure **error-free**.

We have organized our proposal in the same manner in which the City's RFP was written to demonstrate our project understanding and capabilities clearly and concisely. Dynatest's proposal includes all information requested by the City. Section 1 provides our **project experience**, Section 2 provides our **technical capacity**, Section 3 addresses **project approach**.

Thank you for this opportunity to provide our proposal. Please do not hesitate to contact us with any questions or concerns.

Sincerely, DYNATEST NORTH AMERICA, INC.

Alvaro Ulloa, PhD, PE Senior Engineer <u>AUlloa@dynatest.com</u>

Dynatest®

Table of Contents

1	PROJ	ECT EXPERIENCE	i
2	TECH	INICAL CAPACITY	2
	2.1	Key Personnel and Project Manager	3
	2.2	Project Manager Resume	4
3	PROJ	ECT APPROACH	5
	3.1	Kick-off Meeting	5
	3.2	Review the City's existing MicroPAVER and PMS Report	5
	3.3	Method for Collecting and Recording Data	5
	3	3.1 Pavement Condition Survey System (PCSS) Overview	
	3.	3.2 Dynatest Explorer and the Distress Rating Module (DE/DRM)	8
	3	3.3 Network Referencing and GIS Linkage	
	3.	3.4 PCI Calculation	
	3.	3.5 Quality Control/Quality Assurance Program	

Dynatest®

1 PROJECT EXPERIENCE

Dynatest has the necessary, state-of-the-art equipment, experienced personnel, and consulting expertise to meet and exceed all of the requirements set forth in the City's RFP. Our team has performed similar services in De Luz Community, CA; City of Redlands, CA; City of Villa Park, CA; City of Alexandria, VA; City of Minneapolis, MN; City of Indianapolis, IN; Bismarck-Mandan MPO, ND; City of Wichita Falls, TX; City of Frisco, TX; Anchorage, AK; Topeka, KS; Oviedo, FL; Morgantown, WV, 30 counties across OH, WV, MI, PA as part of evaluation of haul roads for Rover Pipeline; Cook County, IL; Snohomish County, WA, Prince George County, MD, TxDOT, CALTRANS and several military installations with similar works as stated in this RFP. From 2001 to 2015, Dynatest has performed the annual TxDOT (Texas) Pavement Management Information System (PMIS) pavement condition survey which consists of inspecting 91,000 miles of TxDOT managed roadways annually. **The TxDOT PMIS pavement condition survey is the largest annual pavement condition survey on earth, and we have delivered on-time and within budget.** An overview of sample projects with similar scope and services are shown below.

De Luz Community, CA 2017: Dynatest was retained by De Luz Community, CA to perform pavement condition evaluations in 180 lane miles of De Luz Community and update their pavement management system. This project was completed on time and budget.

The Scope of Work included:

- Perform semi-automated Pavement Condition Survey (PCI)
- Customize and implement a pavement management system (PAVER)
- Develop GIS system for the City and Interface pavement conditions with GIS
- Prioritize streets in the City's resurfacing and reconstruction program
- Maintenance and Rehabilitation planning and budget analysis and reporting

Key Dynatest Staff: Dr. Donovan served as the Dynatest Principal in Charge, Dr. Ulloa served as Dynatest Project Manager and Dr. Khosravifar served as project engineer. For more information about our performance during this project, please contact:

Mrs. Theresa Snyder, Accounting Administrator Phone: 951-696-0060 Ext. 202 | <u>Tsnyder@deluzcsd.org</u>

City of Wichita Falls, TX 2010, 2013, 2014, 2016, 2017: City of Wichita Falls, TX, chose Dynatest to provide a pavement condition survey, analysis, and reporting services for its network of approximately 540 lane miles. Dynatest worked with the city to build a comprehensive inventory database, performed pavement distress survey to populate the database, calculated the pavement condition score using MicroPAVER, and then linked the pavement condition data into a map using the City's geographic information system (GIS). Dynatest develop comprehensive



resurface and reconstruction programs, prepared a "State of the Streets" report, and provided on-site pavement management training.

Key Dynatest Staff: Mr. Gokhale served as Principal Engineer, Dr. Ulloa served as a Project Manager, and Dr. Khosravifar served as project engineer. For more information about our performance during this project, please contact:

Ms. Teresa Rose, P.E., Deputy Director of Public Works (940) 761-7477 | teresa.rose@wichitafallstx.gov





Cook County, IL 2009 and 2015: Dynatest was awarded a contract by the Cook County Highway Department to provide pavement engineering and management services on approximately 1,100 lane miles of County Cook managed roads. In this heavy traffic, high speed, urban area, manual foot-on-ground surveys were not deemed safe and feasible, and therefore Cook County decided to proceed with a semi-automated survey option following ASTM D6433-11. Dynatest deployed one of its state-of-the-art Multi-Function Vehicles (MFV) for this project, which was equipped

with a laser line-scan pavement imaging system, a high definition Right-of-Way camera, inertial measurement unit (for highway geometrics) and a 7-point laser profiler for measurement of pavement roughness and rutting following ASTM E 1703E/1703M-95 and ASTM E950/E950-95. Dynatest successfully have been able to complete the requirements of this project since 2011. Two PAVER training sessions were conducted for the County engineering personnel.

Key Dynatest Staff: Dr. Donovan (Project Manager), Dr. Ulloa (Project Manager), Mr. Mwumvaneza (Staff Engineer). For more information about our performance during this project, please contact: Mr. Salvatore LaMarca, P.E. Highway Engineer

(312) 603-1700 | salvatore.LaMarca@cookcountyil.gov

U.S. Army Corps of Engineers (USACE), 2013 to Present: Dynatest is a consultant-ofchoice for the Department of Defense (DoD) and has performed pavement condition surveys and analyses for more than 30 Air Force and Army all across the country during the last five years alone. In March 2013, Dynatest received a 5-year Indefinite Delivery – Indefinite Quantity (IDIQ) contract with the US Army Corps of Engineers to provide additional pavement condition survey and analysis services for different army bases.

Key Dynatest Staff: Dr. Donovan (Senior Engineer), Mr. Salil Gokhale (Senior Engineer), Mr. Mwumvaneza (Staff Engineer).

For more information about our performance for the US Army Corps of Engineers, please contact: Dr. M. Y. (Mo) Shahin, P.E. USACE Program Manager (217) 369-0609 | mo@myshahin.com

2 TECHNICAL CAPACITY

Dynatest is the global leader in pavement engineering consulting services and equipment. Our team of pavement engineers provides practical, data-driven solutions that maximize pavement performance and minimize lifecycle cost. We are committed to providing the best pavement testing equipment and support while continually advancing the state-of-the-art in pavement technology. Dynatest understands that the successful completion of this project will enable the City to choose the appropriate maintenance and/or rehabilitation strategies based on field collected data. Dynatest has the expertise, practical project experience, and local presence necessary to make this a successful project.

Dynatest's greatest strength is in our project management and production personnel—highly trained professionals who work efficiently as a team on all aspects of a project. Our methods use the talents and creative energy of proven performers who have been involved in every area of pavement management and engineering projects for many years. We have assembled a team of professionals who, on both the national and local levels, demonstrate the highest degree of expertise available. Our project staff and inspectors are







committed to successfully accomplishing a project regardless of the location. Dynatest has offices located throughout the United States including Ventura, CA; Austin, Texas; Champaign, IL; Alpharetta, GA; Starke, FL; and Washington, DC. All project related services will be coordinated through our nearby Ventura office.

At Dynatest, we don't wait for new pavement evaluation technology to arrive on the market; we create it. While our Engineers, Inspectors, and Technicians are assessing thousands of miles of pavements each year for our clients, our research and development group is finding new and better ways to capture, analyze, and deliver data. Our clients in the private sector and federal, state, and local governments reap the benefits of Dynatest's visionary approach and state-of-the art services and products. We lead the way in equipment manufacturing, pavement engineering consulting Services, and R&D/Software.

2.1 Key Personnel and Project Manager

Our proposed project manager and point of contact with the City is Dr. Alvaro Ulloa, PE. The services under this RFP will be managed out of our Ventura, CA office. Your success is important to us and our Dr. Ulloa, will be the Dynatest Project Manager dedicated to your project. Dr. Ulloa will respond expeditiously to all calls and emails, will personally attend the kickoff meeting, and can be at your offices as quickly as necessary during the project. Salil Gokhale, PE, will assist Dr. Ulloa as a Technical Advisor to the project team. He will help coordinate project tasks between Dr. Ulloa and the technical resources. Dynatest's greatest strength is in our project management and production personnel—highly trained professionals who work efficiently as a team on all aspects of a project. Our methods use the talents and creative energy of proven performers who have been involved in every area of pavement management and engineering projects for many years. For the City of Carson project, we have assembled a team of professionals who, on both the national and local levels, demonstrate the highest degree of expertise available. In addition to the key project team individuals, Dynatest has more than twenty (20) pavement condition inspectors and more than sixty (60) total employees located in the United States. Our project staff and inspectors are committed to successfully completion of this project.

Our complete management team includes the following (followed by Project Manager resume);

- Alvaro Ulloa, PhD, PE Project Manager will function as the Project Manager for this effort. As Project Manager, Dr. Ulloa will be the primary contact for the City's project management team. He will coordinate communications between all parties, while ensuring that scope, budget, schedule and client expectations are met throughout the project.
- Salil Gokhale, PE Technical Advisor, Mr. Gokhale will function as the Technical Advisor to the project team. Mr. Gokhale brings more than 16 years of experience in engineering, transportation and information technology to this role and is a nationally recognized pavement expert. For this project, Mr. Gokhale will work with Dr. Ulloa to assure that the project remains on track and on scope.
- **Philip Donovan, PhD, PE** Data Acquisition Manager will oversee preparation for Fieldwork, and Field Operations. His team include data collection and data processing personnel. Dr. Donovan brings more than 20 years of experience in pavement structural and functional evaluation.
- Vincent Mwumvaneza, EIT Data Processing Manager will lead data processing personnel on distress identification and classification of the collected imagery.
- Sadaf Khosravifar, PhD will perform as Pavement Management System Manager and will lead the Pavement Analysis team including development of PCI data, loading information PAVER and linkage to GIS.
- **Craig Cox** –Mr. Cox will perform as Quality Control/Quality Assurance Manager and will lead the QA/QC team to process and oversee deliverables for this project. Mr. Cox brings more than 20 years of experience in engineering, transportation and information technology to this role.



2.2 **Project Manager Resume**

Alvaro Ulloa, PhD, P.E. Project Manager

EDUCATION	Ph.D., Civil Engineering, University of Nevada, Reno, 2013 M.S., Civil Engineering, University of Nevada, Reno, 2009 Post-Baccalaureate Licensure in Civil Engineering, 2006
LICENSE	PE (Civil Engineering), California, 83661 PE (Civil Engineering), Texas, 123961 Professional Engineer, Costa Rica IC, Number 17881

EXPERIENCE SUMMARY

Dr. Ulloa has been involved in pavement/material engineering since 2006. His background includes stateof-the-art pavement material characterization, tire-pavement interaction, Mechanistic-Empirical pavement design, pavement modeling using dynamic viscoelastic analysis, and geotechnical engineering. He has published over 10 journal papers, and research reports, along with several conference podium presentations. He is bilingual, fluent in English and Spanish.

Dr. Ulloa has been involved in several pavement non-destructive testing evaluation projects. He has conducted pavement evaluation involving structural performance (using Falling Weight Deflectometer and material characterization), functional performance (using Roadway Surface Profiler and Friction Tester devices), and pavement management and design. He has also taught university-level courses and provides pavement engineering and deflection backcalculation training (Dynatest ELMOD 6.0), in both English and Spanish, for cities, research centers, and consultant companies throughout United States and Latin America.

Significant Project-Related Experience

PAVEMENT MANAGEMENT AND PAVEMENT DISTRESS DATA COLLECTION: Dr. Ulloa has been involved in a series of pavement distress data collection projects for both roadway networks and airfields. Manual distress survey methodologies include City of Wichita Falls, TX, Tyndall, FL, Laughing, TX, Spofford, TX Air Force Bases, among others. In addition, Dr. Ulloa has conducted automated pavement distress surveys including De Luz Community, CA, Palm Coast, FL, Coconino, AZ, Seal Beach Naval Weapons Station, CA, and CALTRANS HPMS, among others.

PAVEMENT EVALUATION AND STRUCTURAL TESTING: Dr. Ulloa has extensive knowledge with nondestructive pavement testing equipment and methods. He has been project manager for several rehab and reconstruction pavement design and analysis. His involvement includes pavement evaluation and recommendations for projects such as: City of, North Dakota State University FWD Testing and Analysis, Rehabilitation of I-30 and I-55 roadway section in Arkansas, pavement evaluation in Calipatria, California, Turner Turnpike, and I-44 pavement rehab.

PAVEMENT EVALUATION AND ANALYSIS INSTRUCTOR: Dr. Ulloa has provided several pavement design and pavement layer backcalculation training courses for city engineers, research centers, state department of transportation engineers, and pavement engineering consultants in the following locations: Vermont DOT, Georgia DOT, Arkansas DOT, Nova Scotia DOT, City of Redlands, CA, among many others.

Professional Affiliations

Member, American Society of Civil Engineers Member, Transportation Research Board

3 PROJECT APPROACH

3.1 Kick-off Meeting

Prior to data collection, our team will meet with City staff to initiate the project. The objective of the meeting will be to discuss and clarify the scope of work, project scheduling, QC/QA program, and expected deliverables throughout the project.

3.2 Review the City's existing MicroPAVER and PMS Report

Dynatest will work with City staff to identify data that should be used from the City's existing MicroPaver (now known as PAVER). In general, the PAVER database will include the City's existing roadway pavement section inventory data, work history data, and condition data, as well as any City-defined custom fields such as traffic count. During this task, any additional or missing data that are needed for PAVER to function properly will be identified. If any problems are identified, we will work with the City to develop appropriate solutions.

3.3 Method for Collecting and Recording Data

Dynatest understands that the data will be collected on 285 centerline miles equivalent to 364 lane miles. While Dynatest is fully capable of performing manual, foot-on-the-ground pavement condition surveys for our clients, we propose to use a safer, faster, semi-automated, vehicle-based pavement condition evaluation methodology for the City. With this methodology, the city will receive the best quality pavement inspection data. In addition to pavement inspection, we propose to deliver the following value-added engineering data:

- Pavement roughness measurements (IRI and RN), as well as rutting measurements.
- High-quality Right-of-Way (ROW) images from a forward facing camera, as well as high-definition pavement images acquired with a downward facing line-scan camera.
- Pavement geometry information including cross slope, longitudinal grade and radius of curvature.
- Sub-meter GPS coordinates and accurate linear distances to integrate all above-mentioned data.
- A permanent digital record of the City's streets and roadways.

With our proposed methodology, pavement condition data are collected with Dynatest's PCSS.



Figure 1 Dynatest Pavement Condition Survey Systems (PCSS) – 3D System

3.3.1 Pavement Condition Survey System (PCSS) Overview

Dynatest manufactures, owns and operates state-of-the-art PCSS for semi-automated pavement data collection and distress surveys of highway and airport pavements. Our PCSSs are outfitted with the Pavemetrics Laser Crack Measurement Systems (LCMS) for collecting continuous, high-resolution digital linescan pavement images with 2 mm crack resolution in any lighting condition. In addition, our PCSSs are outfitted with a Dynatest Mark III Road Surface Profiler (RSP) for collecting longitudinal and transverse profile data, including International Roughness Index (IRI), Ride Number (RN), rutting measurements, and the macro-texture. The PCSS is a fully-integrated, "geocentric" automated roadway data collection system. Combined with our analysis software, the PCSS provides a complete data collection and analysis system. Sample pictures of the Dynatest PCSS are shown below.



Figure 2 Interior of Dynatest's Newest LCMS 3-D PCSS System

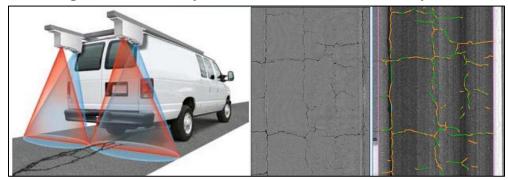


Figure 3 Schematic of LCMS 3-D Operation - Collection, Range Imagery and Crack Detection

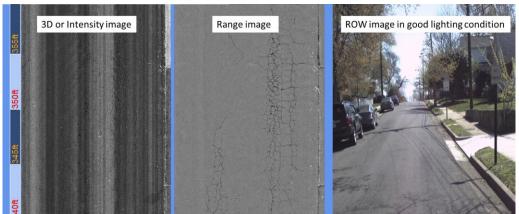


Figure 4 Sample Pavement Image Captured with the LCMS System in Different Lighting Conditions

The table below details several of the advantages of using automated pavement collection technology.

		✓ Traffic control and lane closures are <u>not</u> required.
~	C - C - 4	\checkmark Pavement inspectors are not exposed to traffic hazards.
	Safety	\checkmark Pavement distress surveys are performed by inspectors in the
		office.
		✓ Highways and Roadways – Data collection rates of over 150 lane
		miles per day on highways are not unusual and 30-40 miles per
		day on city streets.
		✓ Highways and Roadways – Data collection is performed at
	Speed	posted traffic speeds, up to 60 mph.
,	speed	✓ Airfields – 10,000 ft. x 150 ft. runway survey can be completed
		in approximately 5 hours.
		 ✓ Airfields – Surveys can be performed at night to minimize impact
		on airside operations.
		 ✓ Sub-meter accuracy GPS coordinates provide an accurate location
		for each pavement data element captured.
		 Accurate longitudinal distance measurements for stationing.
		 Accurate forgradinal distance measurements for stationing. High resolution, downward pavement images combined with
	Comprohensive	forward- facing ROW images provide an accurate, permanent
	Comprehensive, Geocentric	record of pavement conditions.
	Pavement Data	✓ ASTM E950 Class I pavement ride quality and roughness
	I avenient Data	measurements along with accurate, continuous rutting
	measurements along with accurate, continuous rutting measurements.	
		Tuveniene geometry data meradang eross stope, tadias of ear valare
		and longitudinal grade.
\succ	Software –	✓ User-friendly, customizable software to view all acquired data
	Dynatest	including downward pavement and ROW images, IRI values,
Explorer (DE)		rutting measurements, GPS data, pavement geometrics, and
	• • •	pavement sectioning.
-		
Pav	ement Condition S	urvey System Main Hardware Components
		\checkmark Two (2) high-resolution, linescan cameras and laser illumination
		system.
La	ser Crack	\checkmark Configured to image 13 ft. transverse pavement sections with 2 mm
	easurement	(0.08 in) crack resolution at speeds up to 62 mph. Slightly lower
	stem	resolution than LRIS, but provides 3D scanning of the roadway.
-	CMS)	 Imaging system designed to increase contrast and visibility of small
		longitudinal and transverse cracks.
		✓ 3D imaging of roadway
		✓ Rutting measurements using $4000+$ transverse points.
		✓ Dynatest Road Surface Profiler (RSP) Model 5051 Mark III.
		\checkmark Seven (7) laser sensors and two (2) accelerometers and can cover 10.5
р		ft. width of a travelled lane. Upgradable to nine (9) or more sensors
•	natest Road	✓ In addition to the International Ride Index (IRI) and Ride Number (RN)
	rface Profiler	values, detailed rutting information is also collected
(R	SP)	✓ The inertial profiler meets AASHTO M-328, AASHTO R-57, and it
		meets the minimum precision and bias requirements of a Class 1
		profiler in accordance ASTM E950-11.
		Promotion and constant 2000 The

	✓ Rutting measurements meet AASHTO R-48
	✓ Collection of pavement macro-texture in one or both wheel paths in accordance with ASTM E1845.
✓ Unique Dynatest "Stop-and-Go" feature minimizes IRI er intersections.	
	<u>Note</u> : Dynatest Mark III profilers are used on a regular basis for evaluating roughness on Caltrans and TxDOT pavement construction projects throughout the state. Each year, the profilers are certified for accuracy and repeatability at the Texas Transportation Institute's (TTI) Ride & Rut Facility according to the requirements of TEX 1001-S. This ensures that the profiler produces the highest quality measurements.
Right of Way (ROW) Imaging	 ✓ Panasonic AG-HVX200 high-resolution, digital, color camera to capture images of the roadway and roadside structures. ✓ ROW images are stored with Section/File name as well as DMI stations.
Global Positioning System (GPS)	✓ Applanix POS LV position and orientation system and a Trimble Ag- 132 GPS receiver and for recording GPS coordinates with sub-meter accuracy.
Distance Measurement Instrument (DMI)	✓ DMI wheel encoder accurately measures distance traveled to a resolution of 0.05 inch. Typical accuracy of distance measurements is 0.13%, which is the best that can be expected when measuring distance with pneumatic tires.
Inertial Measurement Unit (IMU)	✓ IMU for measurement of pavement geometry data including longitudinal grade, cross-slope and radius of curvature
Control Computer	 MBX Systems industrial grade rack mounted computer with Intel i7 multi-core processor, 8 GB RAM, 4 hard disks including, two 2TB data disks, and a NVDIA FX480 graphics card.

Following the data collection, our trained and experienced pavement inspectors identify, and classify pavement distresses in the safety of office environment using Dynatest's proprietary software – Dynatest Explorer and Dynatest Rating Module (DE DRM).

3.3.2 Dynatest Explorer and the Distress Rating Module (DE/DRM)

Dynatest's DE-DRM software provides the pavement inspector/rater with a graphical interface to visualize and review or edit all the data sets collected using the PCSS. These data sets, which are accessed and organized by DRM, include pavement images, right-of-way images, pavement profile and geometry datasets, stationing and GPS readings. Workstations with two 24-inch high resolution LCD monitors are used by experienced pavement inspectors to identify, classify and report the pavement surface distresses using DRM. The distress surveys are carried out in accordance with procedures used to identify and rate distress as described in ASTM D6433. Moreover, the pavement distress information is easily compiled into XML files which can be imported into a database compatible with GIS.

The DE-DRM software has the capability to divide the pavement surface area into 'frames', with each frame being 20-ft. in length (also customizable). We propose to perform continuous pavement survey at a 100% data collection including 50% sampling (rating distresses). This means that while the PCSS scans 100% of the pavement surface that it is driven on, distress evaluations will be performed on 50% of the pavement area scanned. Our experience has been that this type of survey strategy is well-suited for most

agencies. The program automatically calculates the total length, width, location (with reference to frame number as well as station) and areas of various distresses that are marked on the screen. Since Dynatest is one of the developers for PAVER, the pavement distresses are directly exported into PAVER in the form of XML files that are uploaded to PAVER with an **error-free** method and no manipulation from the user.

All of our inspectors have significant pavement inspection experience and expertise. The majority of our pavement inspectors are former State DOT employees, who bring with them decades of experience inspecting and evaluating pavements. Dynatest believes that there is no substitute for experience when it comes to obtaining accurate and repeatable pavement condition data. The screen captures from the DE-DRM software are shown in the figures below.

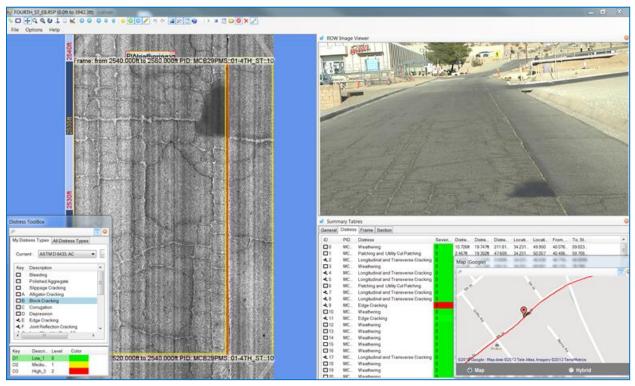


Figure 5 Dynatest Explorer with Distress Rating Module (DE/DRM) Software

3.3.3 Network Referencing and GIS Linkage

Our team will integrate the data collected during the semi-automated survey with the City's GIS data set. This important task will enable the City to visually represent pavement conditions in a geographically/spatially referenced format. In addition, we can provide our raw data files in a point or polyline shapefile format for direct viewing with ArcGIS.

All digital images collected with the PCSS system are tagged with 'Stationing' information. High-accuracy (sub-meter) GPS coordinates stored in the raw data files are correlated to the location of each digital image. Through post-processing techniques, the digital images can be easily linked to GIS databases, thereby providing a means of accessing imagery through GIS.

3.3.4 PCI Calculation

The Pavement Condition Index (PCI) methodology for roadways and parking lots – commonly used with PAVER – is defined in American Society for Testing and Materials (ASTM) standard D 6433. The PCI is



an objective and repeatable method for assessing pavement condition and is used by agencies worldwide. The PCI is a numerical rating of pavement conditions that ranges from 0 to 100, with 0 being the worst possible condition and 100 being the best possible condition. The PCI is based on visually-observed pavement distress data collected during routine inspections.

After completion of distress identification and classification, the inspections are imported to PAVER for determination of PCI. A full set of PCI scores for the inspected road sections (excluding roads under construction, closed, etc.) will be provided in electronic format to the City. In addition, PAVER database that contain all the PCI for each roadway assessed will be provided to the City.

3.3.5 Quality Control/Quality Assurance Program and Data Delivery

Dynatest is committed to providing quality solutions to our clients and has implemented a Quality Control Program (QCP) related to field activities, data processing, as well as quality acceptance by City staff. Internal and external QCP will be utilized to ensure that all data and deliverables are thoroughly reviewed before submission to the City. Dynatest will adhere to the principle of third party review of data collected and analyzed, which means that staff who collected and analyzed data will not perform the final review of their own work. Instead, data will be reviewed by another Dynatest staff prior to submission to the City.

The implemented plan includes the following stages and will be finalized during the kick-off meeting.

- 1. Daily checks and calibration of PCSS instrumentation and software during the semi-automated data collection.
- 2. Quality control checks of the data during analysis:
 - Review of the distress rating for 10% of randomly selected sections by the QA/QC manager
 - Review of the distress rating for 5% of randomly selected sections by the Project manager
 - Review of all sections with a PCI score of 100 indicates sections that may have been skipped during the data processing phase by the QA/QC team
 - Review of all sections with no PCI score indicates either that a section was missed or could not be tested
 - Review of all distresses used to calculate PCI score
 - Make sure that distresses do not surpass maximum possible quantities
 - Review of areas of excessive distress quantity or severity level
 - Review of rare distresses that are not typical in certain situations
 - Review that distress types are consistent in the pavement classification
 - Review of sample areas/sizes used in PCI calculation ensures that PCI calculation is performed correctly
 - Ensure that mapped PCI scores are displaying on the correct section with the correct score makes sure no data transfer error happens when transferring to GIS database.
 - Data delivery to University of Nevada, Reno that is acceptable to the City. Dynatest will upload the resulting XML files into PAVER database following the aforementioned QC/QA steps. The XML files will be checked and a unique Pavement Identification (PID) name will be assigned to each section to ensure that PAVER will be able to import the inspection and the reported distresses.
 - Data management and migration, including the integration to the GIS shapefile and PAVER will be done using a backup of all data on the cloud, namely Egnyte server, and the results will be exported directly from Dynatest Explorer to eliminate human errors.
- 3. Quality assurance by the City personnel. It is critical that the City personnel actively take part in QCP to ensure confident "ownership" of the data at the end of the project.

CARSON CITY PURCHASING AND CONTRACTS 201 North Carson Street, Suite 3 Carson City, NV 89701 775-283-7137/FAX 887-2107 http://www.carson.org/currentbids

RFP #1718-064

August 10, 2017

Addendum No. 1

Please incorporate the additional information, below, into the above referenced project.

Question: Is a submission of estimated costs required?

Answer: No, however, the budget for this item is approximately \$70,000.

End of Addendum 1

CARSON CITY PURCHASING AND CONTRACTS 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7137/FAX 887-2286 <u>http://www.carson.org/bids</u>

RFP #1718-064

August 16, 2017

Addendum No. 2

Please incorporate the additional information, below, into the above referenced project.

Question: Which version of MicroPAVER is the City currently using?

Answer: Paver 7.0.6

Question: Will UNR do the data import into MicroPAVER or is the selected firm responsible for that?

Answer: Yes, UNR will be responsible for data import.

Question: Is the City looking for a "network" level PCI survey or a more detailed "project" level PCI survey this go around?

Answer: The City needs PCI data at a segment level, there are 2,951 segments with unique PCI ratings.

Question: Would the City be willing to provide a GIS map showing PCI values, pavement ages, and surface types based on results from the last inspection?

Answer: Yes, please contact Hailey Lang, Transportation Planner, by email at hlang@carson.org.

Question: Were there any issues at all with the results from the last PCI survey that the City would like addressed this go around (e.g., incorrect distress calls, missing distresses, full lane width rutting measurements vs. simplified spot laser measurements, etc.)

Answer: No

Question: It appears that this is a request for qualifications only; would the City like respondents to include a fee proposal too?

Answer: Not required, but welcome to provide.

Question: Is there a budget for the project this time around?

Answer: The budget for this service is approximately \$70,000.

Question: Which firm did the survey for the City last time this came out?

Answer: IMS

Question: Does UNR run the MicroPAVER system for Carson City or does the university just import the data?

Answer: UNR imports the data and acts as a consultant to any technical questions Carson City staff may have while running MicroPaver.

End of Addendum 2

CARSON CITY PURCHASING AND CONTRACTS 201 North Carson Street, Suite 2 Carson City, NV 89701 775-283-7137/FAX 887-2107 <u>http://www.carson.org/bids</u>

RFP #1718-064

August 21, 2017

Addendum No. 3

Please incorporate the additional information, below, into the above referenced project.

Corrections to RFP:

- Deadline for questions is revised to Tuesday, August 22 by 12:00 pm
- See date for interviews in section 3 and 6.2 The tentative date for oral interviews, as noted in Section 6.2 is revised to September 12th as noted in Section 3.

Question: The RFP mentions there is a GIS layer available on request; would the City provide this?

Answer: Yes, please see Addendum #2 for contact person

Question: We understand that PMS data was previously collected for the City using a vehicle-mounted pavement imaging system. Is the City requesting only vehicle-mounted pavement imaging services, or is any MicroPAVER/ASTM D6433-16 compliant method acceptable?

Answer: The City is open to other comparable strategies

Question: Is there anything the City would like to see done differently or included for this update that was not included in previously collected data?

Answer: No

Question: Are there any concerns with the previously collected data that the City can share?

Answer: Please see scope of work

Question: Would it be acceptable to include any proposed contract modifications as an appendix and not part of the page count?

Answer: Yes, it is acceptable to provide proposed contract modifications. Please note; as a general rule, the City does not make but minor modifications. This will not count as part of the page count.

Question: Would it be acceptable to include our proposal in a white envelope versus a manila envelope?

Answer: Yes, any color envelope is acceptable.

Question: The anticipated schedule shows that the survey should be completed by November 11, 2017. What is the anticipated schedule for delivery of data?

Answer: The preferred delivery date for data is November 11; however, the City is flexible and will consider future delivery dates

End of Addendum 3



Dynatest North America, Inc.

Cost proposal

RFP 1718-064: FY 18 Carson City Pavement Management Services

Prepared For:

Carson City



Submitted: 22 September 2017

Dynatest Consulting Inc. 165 South Chestnut Street Ventura, California 93001 (805) 648-2230 www.dynatest.com

Dynatest[®]

THE ROAD FOR FUTURE TRAVEL

1 COST PROPOSAL

Dynatest North America Inc. (Dynatest) is pleased to submit our cost proposal for Pavement Management Services for the Carson City located in Nevada. Carson City has selected Dynatest as the most qualified firm to provide these services. The scope of work for these services include:

- 1. Kick-off Meeting
- 2. Review and update the existing data: This task involves reviewing PAVER database and update based on the current inventory.
- 3. Pavement Condition survey and assessment on 364 lane miles of the City (about 285 Centerline miles)
- 4. Network referencing, GIS linkage and updating the City's MicroPAVER (aka PAVER) database with the latest inspection and Pavement Condition Index (PCI) data

Dynatest hourly rates and general consulting services prices are shown below:

TESTING SERVICES

Heavy/Falling Weight Deflectometer (HWD/FWD), Friction Tester, Road Surface Profiler (RSP), Pavement Condition Survey System/Multi-Function Vehicle (PCSS/MFV), and Ground Penetration Radar (GPR)

Туре	Duration	Hourly Rate	Daily Rate (8 Hours)
Model 8012 FastFWD, and	< 10 days per year ³	\$310	\$2,480
8082 HWD ^{1, 2}	10-20 days per year ³	\$285	\$2,280
8082 IIWD /	> 20 days per year ³	\$260	\$2,080
Model 8000 FWD, RSP, and Model	< 10 days per year ³	\$280	\$2,240
1295 and 6875	10-20 days per year ³	\$260	\$2,080
Friction Testers ^{1, 2}	> 20 days per year ³	\$240	\$1,920
·	< 10 days per year ³	\$450	\$3,600
Automated PCSS/MFV ^{1, 2}	10-20 days per year ³	\$425	\$3,400
	> 20 days per year ³	\$400	\$3,200
CDP Testing	GPR Only	\$310	\$2,480
GPR Testing	GPR with FWD (daily rate only)		\$3,000
Mobilization ⁴ /Standby Time	HWD, FWD, RSP, Friction Tester, or MFV	\$195	\$1,560
Per Diem	GSA rates ⁵ will be charg when away from home of		

CONSULTING SERVICES

Туре	Hourly Rate
Project Manager	\$200
Senior Engineer	\$185
Project Engineer	\$155
Engineer-in-Training	\$120
Technician	\$95
Junior Technician	\$75
Clerical and Other	\$65
Outside Consultant	TBD
Per Diem	GSA rates ⁵

1. A minimum of 4 hours will be charged per job or 8 hours if the mobilization is greater than or equal to 2 days.

2. An additional \$45 per hour (\$360 per 8-hour shift) will be added for night testing.

3. Per calendar year, per agency – not including mobilization.

4. Two way mobilization. Mobilization time is reduced when equipment is mobilizing from a closer site.

5. http://www.gsa.gov/perdiem



The following price breakdown includes all direct and indirect costs to fulfill this RFP requirements.

Task No.	Description	Total Cost
1	Kick-off Meeting (Telephone or Online) and Initial Existing Documents/Maps Review	\$1,240
2	Project Management and Administration	\$3,300
3	Inventory Review and Update	\$5,160
4	Automated Pavement Condition Survey+ Rating (Including Quality Control and ArcGIS Shapefile Update)	\$51,530
5	MicroPAVER Database Update and PCI Determination	\$5,560
	Total	\$66,790

Pricing Assumptions:

- 1. Remote kick-off meeting. We will have the kick-off meeting either by telephone or online.
- 2. One Lane per direction for both Arterials and Collectors and one lane in only one direction for Residential Streets (local streets).
- 3. As described in the proposal, pavement data collection will be performed on 100% and 50% sampling rate will be used during distress rating.
- 4. Additional of more than 5% of total lane miles would be charged based on \$200/mile.
- 5. If additional travel or meetings are requested by the City, travel costs and M&IE will be invoiced in accordance with federal GSA schedule. Note that the cost for these unforeseen services is not included in the total cost presented in this document.



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: October 11, 2017

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To accept the donation of permanent easements and right-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Kathi A. Martin (APN 010-121-21), Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25), Bruce A. Miller (APN 010-121-26), Randy W. and Lisa G.F. Jones (APN 010-12-127), Brandon Revocable Trust (APN 010-121-37), and Roger G. and Diana L. Preston (APN 010-121-38).

Staff Summary: The project design is at 100% and construction is anticipated for spring of 2018. Carson City staff has been working with private property owners, the Bureau of Indian Affairs (BIA) and the Bureau of Land Management (BLM) to secure access for construction and to obtain needed easements for roadway and drainage improvements.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

Move to accept the donation of permanent easements and right-of-way for the roadway and associated improvements needed for the construction and maintenance of Sierra Vista Lane, as part of the Federal Lands Access Program (FLAP) Grant project, from Kathi A. Martin (APN 010-121-21), Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25), Bruce A. Miller (APN 010-121-26), Randy W. and Lisa G.F. Jones (APN 010-12-127), Brandon Revocable Trust (APN 010-121-37), and Roger G. and Diana L. Preston (APN 010-121-38).

Background/Issues & Analysis

Due to discrepancies between the existing roadway and access/drainage easements for Sierra Vista Lane, the Public Works Department needs to obtain appropriate easements from private property owners, BIA Allotment property owners and BLM, prior to moving forward with construction. To date, the City has received signed easement documents from six of the eight private property owners. Staff is continuing to work with the two remaining property owners and anticipates these easements will be brought to the RTC for acceptance at the November meeting.

The appraisal for the BIA Allotment property is complete and offers of compensation have been sent to the property owners. It is anticipated the right-of-way will be granted and brought to the RTC for acceptance at the November meeting.

BLM is finalizing the categorical exclusion needed to grant the right-of-way. It is anticipated the right-of-way will be granted by mid-October and will be brought to the RTC for acceptance at the November meeting.

Applicable Statute, Code, Policy, Rule or Regulation

N/A	N	/A	
-----	---	----	--

Financial Information

Is there a fiscal impact?	🖂 Yes	No
---------------------------	-------	----

If yes, account name/number: RTC Sierra Vista Lane /250-3035-431.78-65

Is it currently budgeted? 🖂 Yes 🗌 No

Explanation of Fiscal Impact: Sufficient funds are available in the account to cover these incidentals.

Alternatives

Do not accept donation of easements.

Accept donation of easements with modification.

Supporting Material

- Kathi A. Martin (APN 010-121-21)
- Kaminsky/Fitzgerald Family 2002 Trust (APN 010-121-25)
- Bruce A. Miller (APN 010-121-26)
- Randy W. and Lisa G.F. Jones (APN 010-12-127)
- Brandon Revocable Trust (APN 010-121-37)
- Roger G. and Diana L. Preston (APN 010-121-38) Previous owner of parcel was the Scott Family Trust

Board Action Taken:

Motion:	1)	Aye/Nay
	2)	

(Vote Recorded By)

APN 010-121-37

AFTER RECORDING RETURN TO: STEPHANIE HICKS, REAL PROPERTY MANAGER CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS DEED, is made this <u>a</u> day of <u>Aug.</u>, 2017, between Brandon Revocable Trust, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted in Easement Areas E in Exhibit "A-1" and Exhibit "E", attached hereto and made a part hereof.

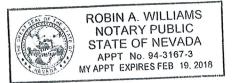
TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

LEB

Christine E. Brandon, Trustee

STATE OF Nevada COUNTY OF Carson



This instrument was acknowledged before me on this _28th day of _ by <u>Christine E. Brandon</u> . * ** August, 2017

Notary Public Page 1 of 2

APN 010-121-37

CITY: REVIEWED AND RECOMMENDED BY:

Dan Stucky,	City Engineer	Date	

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

APPROVED:

Brad Bonkowski, Chair Date Carson City Regional Transportation Commission

ATTEST:

Susan Merriwether, Clerk-Recorder

Date

EXHIBIT A-1 LEGAL DESCRIPTION OF EASEMENT

EASEMENT AREA A

Servient Parcel: That portion of Parcel 1 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, as File No. 79390 in Book 6, Page 1603 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area A: (See Exhibit "A" attached hereto and made a part hereof) A strip of land 70.00 feet wide, 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2, being the Southeast Corner of said Parcel 1;

Thence, continuing along said Township Line, coincident with the southerly boundary of said Parcel 1, North 88°59'38" West, a distance of 35.41 feet to the **Point of Beginning**;

Thence, departing said line and boundary, North 00°45'56" East, a distance of 594.20 feet to a point on the northerly boundary of said Parcel 1, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 41,594 square feet (0.98 acres) more or less.

EASEMENT AREA B

Servient Parcel: A portion of Parcel 2 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast onequarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area B: (See Exhibit "B" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1,321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2;

Thence, departing said Township line and along the East One-Sixteenth (E1/16) line of said Sec 35, North 00°51'58" West, a distance of 594.20 feet to a point on said E1/16 line, coincident with the southerly boundary of said Parcel 2;

Thence, departing said E1/16 line and along the southerly boundary of Parcel 2, North 88°59'38" West, a distance of 1.45 feet to the **Point of Beginning**;

Thence, continuing along said southerly boundary, North 88°59'38" West, a distance of 70.00 feet;

Thence, departing said southerly boundary, North 00°45'56" East, a distance of 147.02 feet;

Thence, North 17°02'00" West, a distance of 29.36 feet;

Thence, North 00°13'17" East, a distance of 25.05 feet;

Thence, North 57°05'49" West, a distance of 75.41 feet;

Thence, South 60°41'03" West, a distance of 244.75 feet to a point on the westerly boundary of said Parcel 2;

Thence, along said westerly boundary, the following two (2) courses;

- 1. North 00°51'16" East, a distance of 11.61 feet;
- 2. North 32°51'25" West, a distance of 241.10 feet to the Northwest Corner of said Parcel 2;

Thence, departing said westerly boundary, along the northwesterly boundary of Parcel 2, North 54°53'13" East, a distance of 59.53 feet;

Thence, departing said northwesterly boundary, South 32°50'28" East, a distance of 158.60 feet;

Thence, South 53°13'58" East, a distance of 7.54 feet;

Thence, South 66°25'05" East, a distance of 26.95 feet;

Thence, North 60°41'03" East, a distance of 371.39 feet;

Thence, South 00°45'56" West, a distance of 404.20 feet to the **Point of Beginning**. Containing 65,777 square feet (1.51 acres), more or less.

EASEMENT AREA C

Servient Parcel: A portion of that parcel shown as APN: 010-121-24 of Boundary Line Adjustment Document Number 111884 (BLA Doc. No. 111884) recorded February 8, 1991 in the office of the Carson City recorder, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area C: (See Exhibit "C" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 66°03'52" West, a distance of 1,823.58 feet to a point on the easterly boundary of said APN: 010-121-24, and the **Point of Beginning**;

Thence, departing said easterly boundary, South 60°41'03" West, a distance of 4.15 feet;

Thence, North 32°50'28" West, a distance of 441.74 feet to a point on the northwesterly boundary of said APN: 010-121-24;

Thence, along said northwesterly boundary, North 62°29'07" East, a distance of 10.51 feet to the North Corner of said APN: 010-121-24;

Thence, departing said North Corner, along the northeasterly boundary of said APN: 010-121-24, South 32°51'25 East, 431.36 feet to the East Corner of said APN: 010-121-24;

Thence, along the easterly boundary of said APN: 010-121-24, South 00°51'16" West, a distance of 11.61 feet to the **Point of Beginning**.

Containing 4,615 square feet (0.11 acres) more or less.

EASEMENT AREA D

Servient Parcel: A portion of Parcel 3 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-

quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada,.

Easement Area D: (See Exhibit "D" attached hereto and made a part hereof) A strip of land 70.00 feet wide and 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 62°02'33" West, A distance of 2,034.87 feet to the South Corner of said Parcel 3;

Thence, along the southeasterly boundary of said Parcel 3, North 54°53'13" East, a distance of 24.50 feet to the **Point of Beginning**;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 401.15 feet;

Thence, South 84°44'47" West, a distance of 474.99 feet;

Thence, North 66°29'19" West, a distance of 167.43 feet;

Thence, North 83°23'47" West, a distance of 0.24 feet to a point on the westerly boundary of said Parcel 3, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 62,625 square feet (1.44 acres), more or less.

EASEMENT AREA E

Servient Parcel: A portion of the that land known as APN: 010-121-14, described in Document No. 111884 (Doc. No. 111884) recorded February 8, 1991 in the Carson City Recorders Office, situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35) and the Southeast one-quarter (SE 1/4) of the Southwest (SW 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area E: (See Exhibit "E" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 59°37'43" West, a distance of 2,202.92 feet to the East Corner of said APN: 010-121-14 and the **Point of Beginning**;

Thence, along the southeasterly boundary of said APN:010-121-14 South 62°29'07" West, a distance of 10.51 feet;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 168.04 feet;

Thence, North 68°07'25" West, a distance of 25.09 feet;

Thence, South 85°52'11" West, a distance of 28.85 feet;

Thence, North 32°02'05" West, a distance of 8.04 feet;

Thence, South 84°44'47" West, a distance of 417.99 feet;

Thence, North 66°29'19" West, a distance of 171.20 feet;

Thence, North 83°23'47" West, a distance of 55.39 feet;

Thence, North 04°49'14" West, a distance of 60.33 feet to a point on the northerly boundary of said APN: 010-121-14;

Thence, along said northerly boundary, South 89°11'21" East, 69.56 feet to the north most Northeast Corner of said APN: 010-121-14;

Thence, along the northeasterly boundary of said APN: 010-121-14, the following four (4) courses;

- 1. South 00°54'47" West, a distance of 58.12 feet;
- 2. South 66°30'16" East, a distance of 164.05 feet;
- 3. North 84º43'50" East, a distance of 466.26 feet;
- 4. South 32°51'25" East, a distance of 196.72 feet to the Point of Beginning.

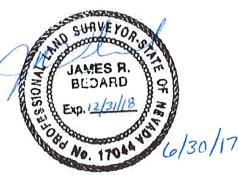
Containing 13,030 square feet (0.30 acres), more or less.

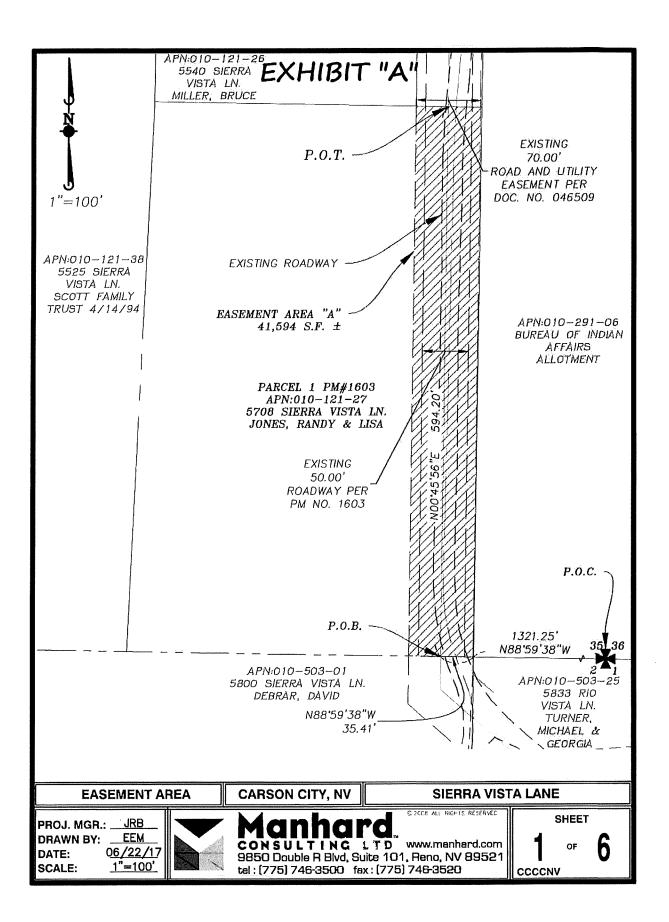
BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

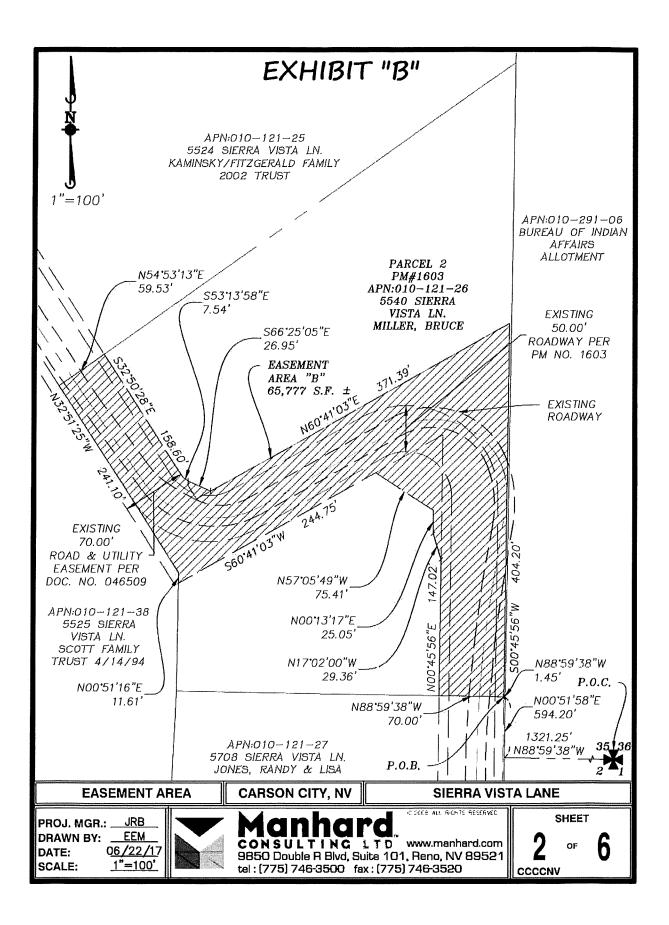
SURVEYOR'S CERTIFICATE

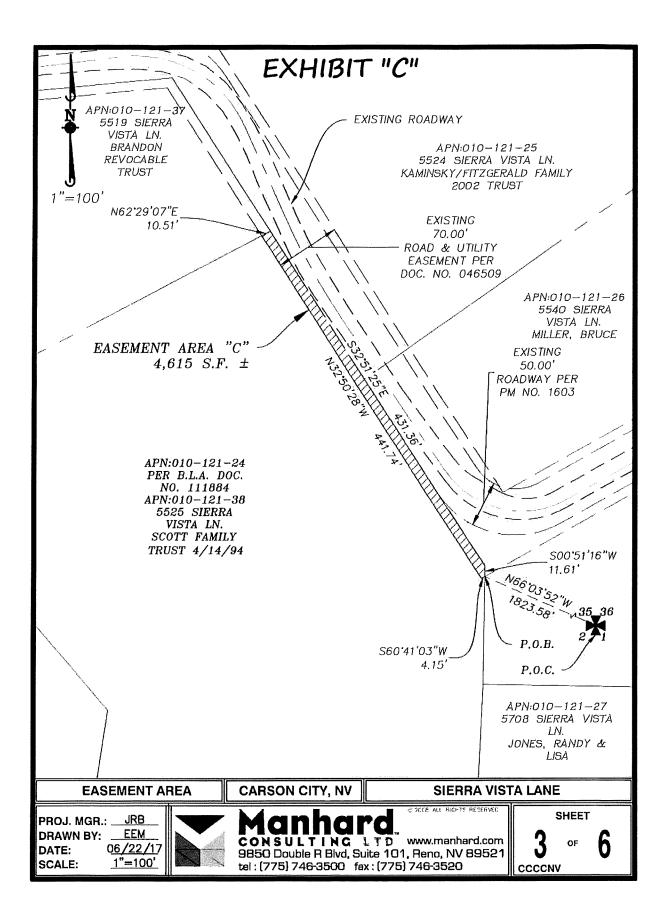
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

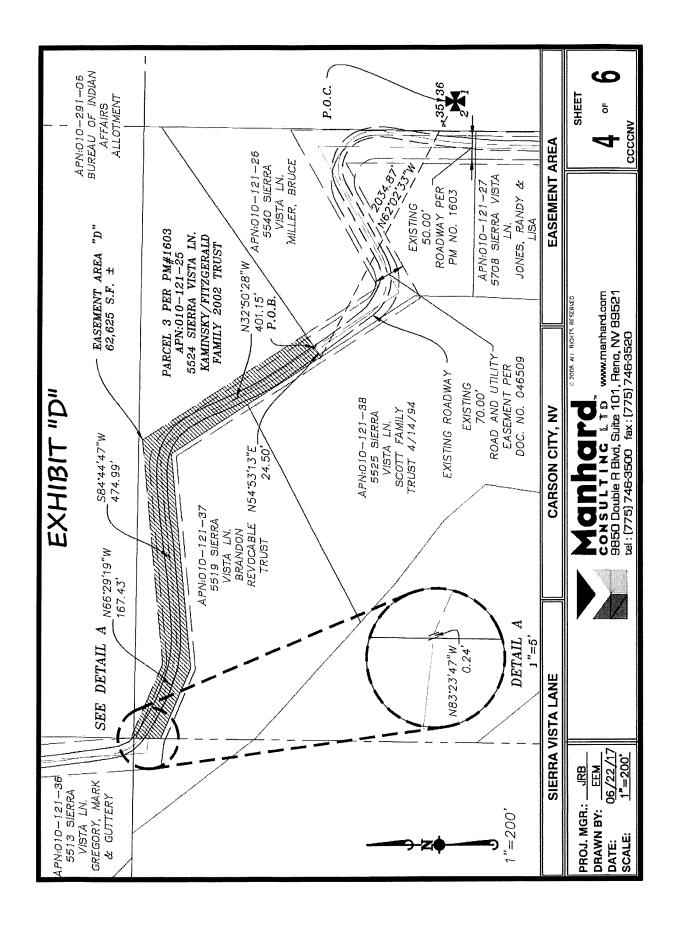
James R. Bedard Nevada PLS 17044 For and on behalf of **Manhard** c o N S U L T I N C 9850 DOUBLE R BLVD, SUITE 101 RENO, NEVADA 89521 (775) 743-3500

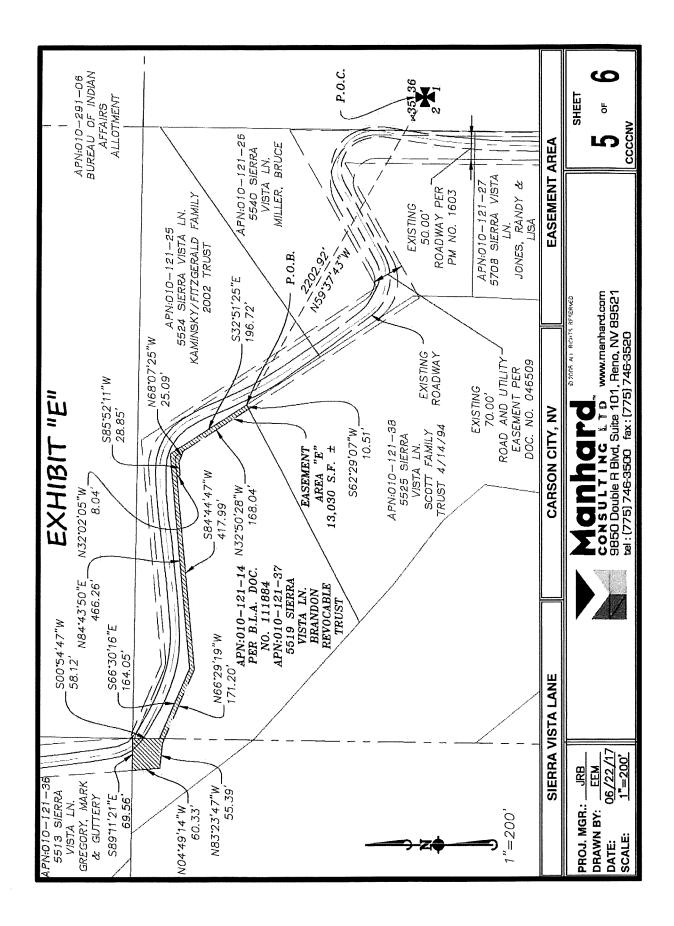












	LEGEND
<pre>SECTION CORNER, FOUND AS NOTED () = RECORD DIMENSION PUE = PUBLIC UTILITY EASEMENT ROS = RECORD OF SURVEY POC = POINT OF COMMENCEMENT POB = POINT OF DEGINNING POT = POINT OF BEGINNING POT = POINT OF TERMINUS AC = ACRES SF = SQUARE FEET = EX, PROPERTY LINE = EX, CONSTRUCTION CENTERLINE = EX, CONSTRUCTION CENTERLINE = EX, CASEMENT LINE = SURVEY TIE = PROPOSED EASEMENT AREA</pre>	
CCO48 AND CCO49 RECORDED AUGUS CITY NEVADA, AS KINEMATIC GPS (1	WEST BETWEEN CARSON CITY CONTROL MONUMENTS 9 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 T 11, 2010 IN THE OFFICIAL RECORDS OF CARSON FILE NO. 403425 DETERMINED USING REAL TIME RTK GPS) OBSERVATIONS AND A COMBINED GRID TO = 1.0002100141. ALL DISTANCES SHOWN HEREIN ARE
PROJ. MGR.: <u>JRB</u> DRAWN BY: <u>EEM</u>	Manhard Cace ALL RIGHTS RESERVED SHEET
DATE: 0 <u>6/22/1</u> 7 SCALE: <u>N/A</u>	CONSULTING 170 www.menhard.com 9850 Double R Blvd, Suite 101, Reno, NV 89521 tel : (775) 746-3500 fax : (775) 746-3520

APN 010-121-27

AFTER RECORDING RETURN TO: STEPHANIE HICKS, REAL PROPERTY MANAGER CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS EASEMENT DEED, is made this At day of August, 2017, between Randy W. and Lisa G.F. Jones, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY, as shown and more fully described in the manner depicted in Easement Area A in Exhibit "A-1" and Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Randy W. Jones

STATE OF COUNTY OF Carson Gi-This instrument was acknowledged before me on this \supseteq dav of 2017 SMA by C. Brid C. BRIDGET SMITH NOTARY PUBLIC STATE OF NEVADA My Appt. Exp. Dec. 8, 2020 No. 16-4424-12

Page 1 of 2

mmmmm.

Notary Public

APN 010-121-27

CITY: REVIEWED AND RECOMMENDED BY:

Dan Stucky, City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

APPROVED:

Brad Bonkowski, Chair Date Carson City Regional Transportation Commission

ATTEST:

Susan Merriwether, Clerk-Recorder

Date

EXHIBIT A-1 LEGAL DESCRIPTION OF EASEMENT

EASEMENT AREA A

Servient Parcel: That portion of Parcel 1 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, as File No. 79390 in Book 6, Page 1603 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area A: (See Exhibit "A" attached hereto and made a part hereof) A strip of land 70.00 feet wide, 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2, being the Southeast Corner of said Parcel 1;

Thence, continuing along said Township Line, coincident with the southerly boundary of said Parcel 1, North 88°59'38" West, a distance of 35.41 feet to the **Point of Beginning**;

Thence, departing said line and boundary, North 00°45'56" East, a distance of 594.20 feet to a point on the northerly boundary of said Parcel 1, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 41,594 square feet (0.98 acres) more or less.

EASEMENT AREA B

Servient Parcel: A portion of Parcel 2 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast onequarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area B: (See Exhibit "B" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1,321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2;

Thence, departing said Township line and along the East One-Sixteenth (E1/16) line of said Sec 35, North 00°51'58" West, a distance of 594.20 feet to a point on said E1/16 line, coincident with the southerly boundary of said Parcel 2;

Thence, departing said E1/16 line and along the southerly boundary of Parcel 2, North 88°59'38" West, a distance of 1.45 feet to the **Point of Beginning**;

Thence, continuing along said southerly boundary, North 88°59'38" West, a distance of 70.00 feet;

Thence, departing said southerly boundary, North 00°45'56" East, a distance of 147.02 feet;

Thence, North 17°02'00" West, a distance of 29.36 feet;

Thence, North 00°13'17" East, a distance of 25.05 feet;

Thence, North 57°05'49" West, a distance of 75.41 feet;

Thence, South 60°41'03" West, a distance of 244.75 feet to a point on the westerly boundary of said Parcel 2;

Thence, along said westerly boundary, the following two (2) courses;

- 1. North 00°51'16" East, a distance of 11.61 feet;
- 2. North 32°51'25" West, a distance of 241.10 feet to the Northwest Corner of said Parcel 2;

Thence, departing said westerly boundary, along the northwesterly boundary of Parcel 2, North 54°53'13" East, a distance of 59.53 feet;

Thence, departing said northwesterly boundary, South 32°50'28" East, a distance of 158.60 feet;

Thence, South 53°13'58" East, a distance of 7.54 feet;

Thence, South 66°25'05" East, a distance of 26.95 feet;

Thence, North 60°41'03" East, a distance of 371.39 feet;

Thence, South 00°45'56" West, a distance of 404.20 feet to the **Point of Beginning**. Containing 65,777 square feet (1.51 acres), more or less.

EASEMENT AREA C

Servient Parcel: A portion of that parcel shown as APN: 010-121-24 of Boundary Line Adjustment Document Number 111884 (BLA Doc. No. 111884) recorded February 8, 1991 in the office of the Carson City recorder, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area C: (See Exhibit "C" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 66°03'52" West, a distance of 1,823.58 feet to a point on the easterly boundary of said APN: 010-121-24, and the **Point of Beginning**;

Thence, departing said easterly boundary, South 60°41'03" West, a distance of 4.15 feet;

Thence, North 32°50'28" West, a distance of 441.74 feet to a point on the northwesterly boundary of said APN: 010-121-24;

Thence, along said northwesterly boundary, North 62°29'07" East, a distance of 10.51 feet to the North Corner of said APN: 010-121-24;

Thence, departing said North Corner, along the northeasterly boundary of said APN: 010-121-24, South 32°51'25 East, 431.36 feet to the East Corner of said APN: 010-121-24;

Thence, along the easterly boundary of said APN: 010-121-24, South 00°51'16" West, a distance of 11.61 feet to the **Point of Beginning**.

Containing 4,615 square feet (0.11 acres) more or less.

EASEMENT AREA D

Servient Parcel: A portion of Parcel 3 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-

quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada,.

Easement Area D: (See Exhibit "D" attached hereto and made a part hereof) A strip of land 70.00 feet wide and 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 62°02'33" West, A distance of 2,034.87 feet to the South Corner of said Parcel 3;

Thence, along the southeasterly boundary of said Parcel 3, North 54°53'13" East, a distance of 24.50 feet to the **Point of Beginning**;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 401.15 feet;

Thence, South 84°44'47" West, a distance of 474.99 feet;

Thence, North 66°29'19" West, a distance of 167.43 feet;

Thence, North 83°23'47" West, a distance of 0.24 feet to a point on the westerly boundary of said Parcel 3, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 62,625 square feet (1.44 acres), more or less.

EASEMENT AREA E

Servient Parcel: A portion of the that land known as APN: 010-121-14, described in Document No. 111884 (Doc. No. 111884) recorded February 8, 1991 in the Carson City Recorders Office, situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35) and the Southeast one-quarter (SE 1/4) of the Southwest (SW 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area E: (See Exhibit "E" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 59°37'43" West, a distance of 2,202.92 feet to the East Corner of said APN: 010-121-14 and the **Point of Beginning**;

Thence, along the southeasterly boundary of said APN:010-121-14 South 62°29'07" West, a distance of 10.51 feet;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 168.04 feet;

Thence, North 68°07'25" West, a distance of 25.09 feet;

Thence, South 85°52'11" West, a distance of 28.85 feet;

Thence, North 32°02'05" West, a distance of 8.04 feet;

Thence, South 84°44'47" West, a distance of 417.99 feet;

Thence, North 66°29'19" West, a distance of 171.20 feet;

Thence, North 83°23'47" West, a distance of 55.39 feet;

Thence, North 04°49'14" West, a distance of 60.33 feet to a point on the northerly boundary of said APN: 010-121-14;

Thence, along said northerly boundary, South 89°11'21" East, 69.56 feet to the north most Northeast Corner of said APN: 010-121-14;

Thence, along the northeasterly boundary of said APN: 010-121-14, the following four (4) courses;

- 1. South 00°54'47" West, a distance of 58.12 feet;
- 2. South 66°30'16" East, a distance of 164.05 feet;
- 3. North 84°43'50" East, a distance of 466.26 feet;
- 4. South 32°51'25" East, a distance of 196.72 feet to the **Point of Beginning**.

Containing 13,030 square feet (0.30 acres), more or less.

BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

SURVEYOR'S CERTIFICATE

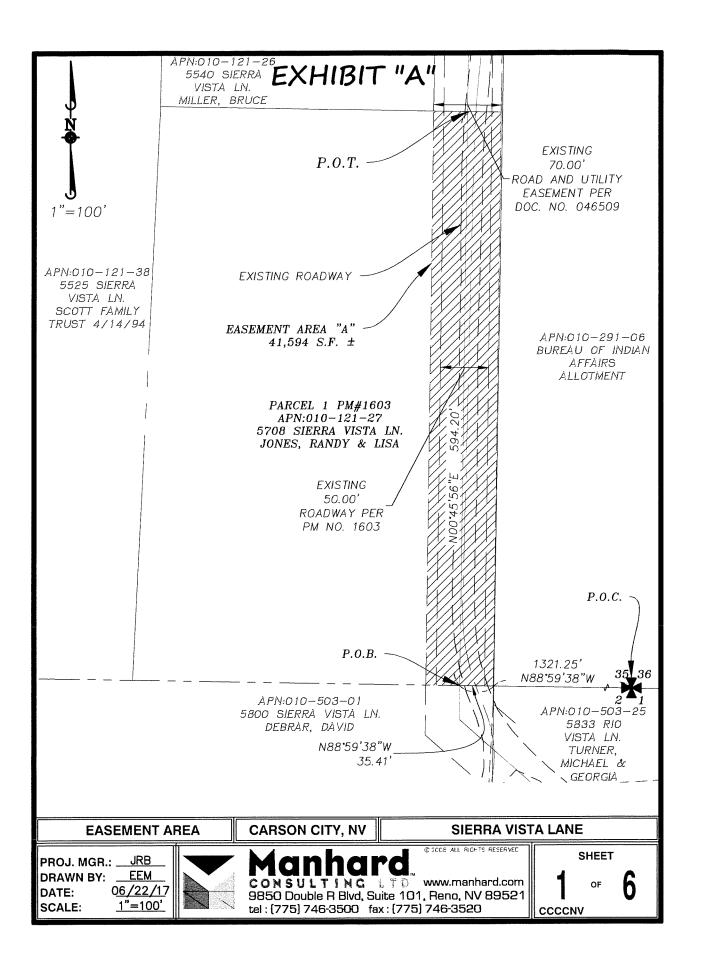
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

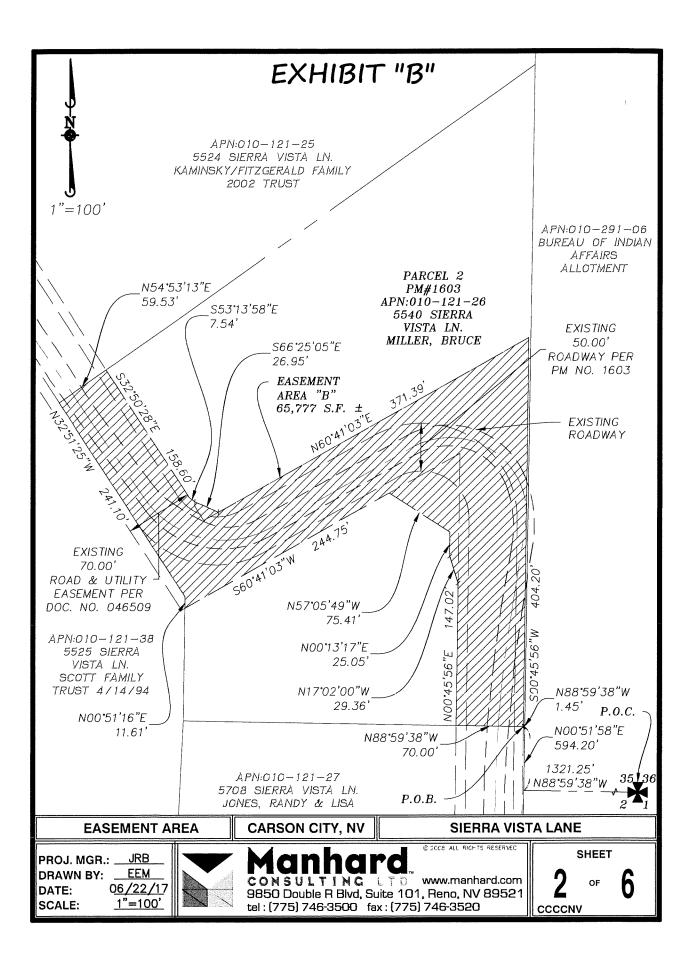
James R. Bedard Nevada PLS 17044 For and on behalf of

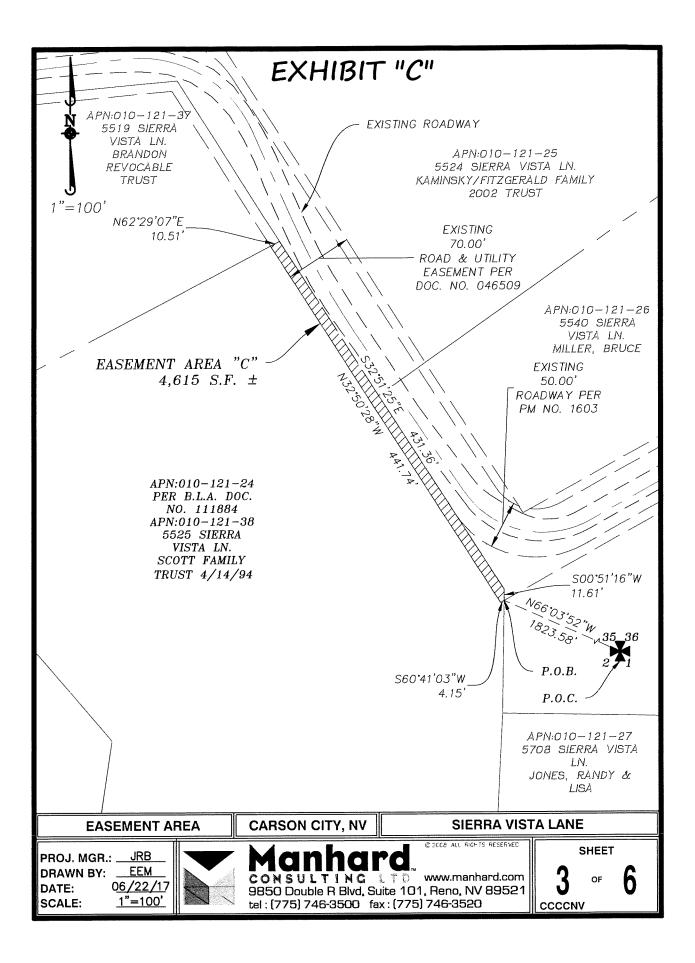


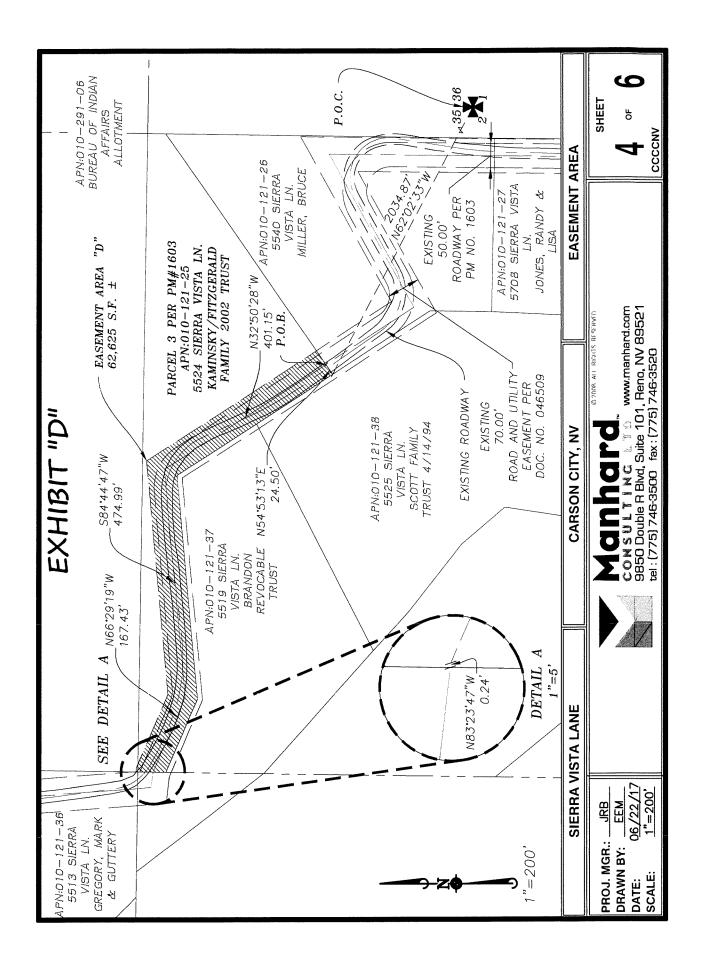
9850 DOUBLE R BLVD, SUITE 101 RENO, NEVADA 89521 (775) 743-3500

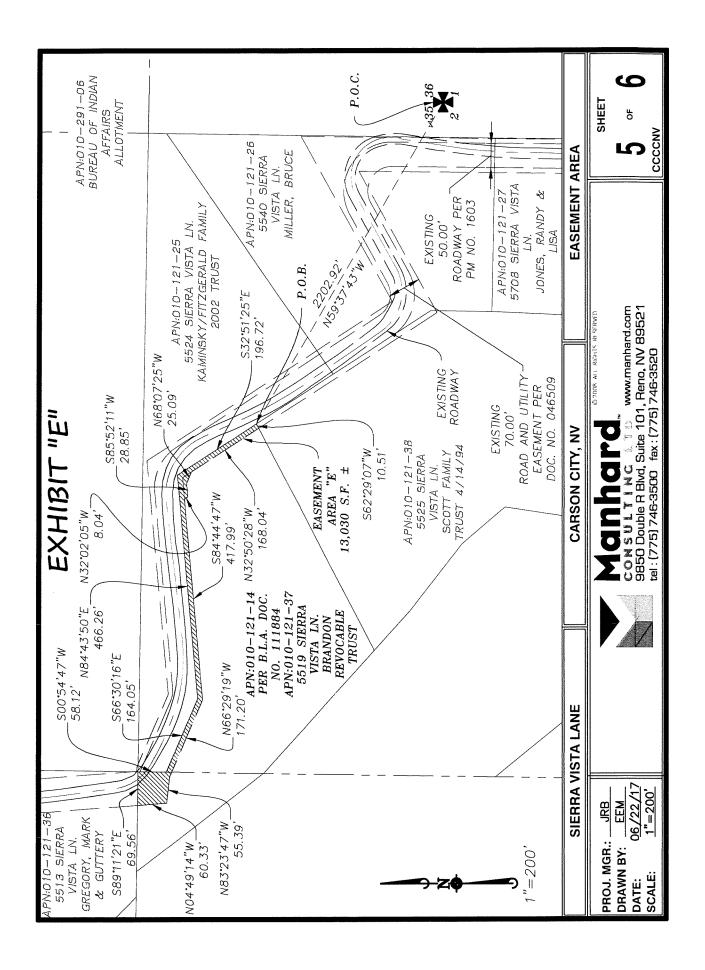












	LEGEND		
 	<pre>SECTION CORNER, () = RECORD DIMENSION PUE = PUBLIC UTILITY E ROS = RECORD OF SURV POC = POINT OF COMME POB = POINT OF BEGINN POT = POINT OF TERMIN AC = ACRES SF = SQUARE FEET = EX. PROPERTY LIIN EX. SECTION LINE = EX. SECTION LINE</pre>	DN ASEMENT /EY NCEMENT IING US NE : : : : : : : : : : : : : : : : : :	
	= EX. EASEMENT LII = SURVEY TIE = PROP. EASEMENT = PROPOSED EASEM	LINE	
BASIS OF BE	<u>CARINGS</u>		
CCO48 AND CCO49 RECORDED AUGUST CITY NEVADA, AS KINEMATIC GPS (RTI	YEST BETWEEN CARSON AS SHOWN ON RECORD 11, 2010 IN THE OFFI FILE NO. 403425 DETE < GPS) OBSERVATIONS A 1.0002100141. ALL DIST	OF SURVEY MAP CIAL RECORDS C RMINED USING AND A COMBINEL	NO. 2749 DF CARSON REAL TIME D GRID TO
EASEMENT AREA	CARSON CITY, NV	SIERRA VIST	
PROJ. MGR.: <u>JRB</u> DRAWN BY: <u>EEM</u> DATE: <u>06/22/17</u> SCALE: <u>N/A</u>	Manhard CONSULTING LTO 9850 Double R Blvd, Suite 10 tel: [775] 746-3500 fax: (77	01, Reno, NV 89521 📗	SHEET 6 of 6 CCCCNV

APN 010-121-25

AFTER RECORDING RETURN TO: STEPHANIE HICKS, REAL PROPERTY MANAGER CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS EASEMENT DEED, is made this 29th day of August, 2017, between Kaminsky/Fitzgerald Family 2002 Trust, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted in Easement Area D in Exhibit "A-1" and Exhibit "D", attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Mark R. Kaminsky, Trustee Ann Colleen Fitzgerald, Trustee KAREN M. HURLES Notary Public, State of Nevada Appointment No. 93-3517-16 STATE OF Nevo My Appt. Expires Mar 25, 2021 COUNTY OF Carson Cit This instrument was acknowledged before me on this 29th day of August 2017 by Mark & Kaminaky and Ann Colleen Fitzgerabl

Koren M Durle

Page 1 of 2

Notary Public

APN 010-121-25

CITY: REVIEWED AND RECOMMENDED BY:

Dan Stucky, City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

APPROVED:

Brad Bonkowski, Chair Date Carson City Regional Transportation Commission

ATTEST:

Susan Merriwether, Clerk-Recorder

Date

EXHIBIT A-1 LEGAL DESCRIPTION OF EASEMENT

EASEMENT AREA A

Servient Parcel: That portion of Parcel 1 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, as File No. 79390 in Book 6, Page 1603 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area A: (See Exhibit "A" attached hereto and made a part hereof) A strip of land 70.00 feet wide, 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2, being the Southeast Corner of said Parcel 1;

Thence, continuing along said Township Line, coincident with the southerly boundary of said Parcel 1, North 88°59'38" West, a distance of 35.41 feet to the **Point of Beginning**;

Thence, departing said line and boundary, North 00°45'56" East, a distance of 594.20 feet to a point on the northerly boundary of said Parcel 1, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 41,594 square feet (0.98 acres) more or less.

EASEMENT AREA B

Servient Parcel: A portion of Parcel 2 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast onequarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area B: (See Exhibit "B" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1,321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2;

Thence, departing said Township line and along the East One-Sixteenth (E1/16) line of said Sec 35, North 00°51'58" West, a distance of 594.20 feet to a point on said E1/16 line, coincident with the southerly boundary of said Parcel 2;

Thence, departing said E1/16 line and along the southerly boundary of Parcel 2, North 88°59'38" West, a distance of 1.45 feet to the **Point of Beginning**;

Thence, continuing along said southerly boundary, North 88°59'38" West, a distance of 70.00 feet;

Thence, departing said southerly boundary, North 00°45'56" East, a distance of 147.02 feet;

Thence, North 17°02'00" West, a distance of 29.36 feet;

Thence, North 00°13'17" East, a distance of 25.05 feet;

Thence, North 57°05'49" West, a distance of 75.41 feet;

Thence, South 60°41'03" West, a distance of 244.75 feet to a point on the westerly boundary of said Parcel 2;

Thence, along said westerly boundary, the following two (2) courses;

- 1. North 00°51'16" East, a distance of 11.61 feet;
- North 32°51'25" West, a distance of 241.10 feet to the Northwest Corner of said Parcel 2;

Thence, departing said westerly boundary, along the northwesterly boundary of Parcel 2, North 54°53'13" East, a distance of 59.53 feet;

Thence, departing said northwesterly boundary, South 32°50'28" East, a distance of 158.60 feet;

Thence, South 53°13'58" East, a distance of 7.54 feet;

Thence, South 66°25'05" East, a distance of 26.95 feet;

Thence, North 60°41'03" East, a distance of 371.39 feet;

Thence, South 00°45'56" West, a distance of 404.20 feet to the **Point of Beginning**. Containing 65,777 square feet (1.51 acres), more or less.

EASEMENT AREA C

Servient Parcel: A portion of that parcel shown as APN: 010-121-24 of Boundary Line Adjustment Document Number 111884 (BLA Doc. No. 111884) recorded February 8, 1991 in the office of the Carson City recorder, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area C: (See Exhibit "C" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 66°03'52" West, a distance of 1,823.58 feet to a point on the easterly boundary of said APN: 010-121-24, and the **Point of Beginning**;

Thence, departing said easterly boundary, South 60°41'03" West, a distance of 4.15 feet;

Thence, North 32°50'28" West, a distance of 441.74 feet to a point on the northwesterly boundary of said APN: 010-121-24;

Thence, along said northwesterly boundary, North 62°29'07" East, a distance of 10.51 feet to the North Corner of said APN: 010-121-24;

Thence, departing said North Corner, along the northeasterly boundary of said APN: 010-121-24, South 32°51'25 East, 431.36 feet to the East Corner of said APN: 010-121-24;

Thence, along the easterly boundary of said APN: 010-121-24, South 00°51'16" West, a distance of 11.61 feet to the **Point of Beginning**.

Containing 4,615 square feet (0.11 acres) more or less.

EASEMENT AREA D

Servient Parcel: A portion of Parcel 3 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-

quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada,.

Easement Area D: (See Exhibit "D" attached hereto and made a part hereof) A strip of land 70.00 feet wide and 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 62°02'33" West, A distance of 2,034.87 feet to the South Corner of said Parcel 3;

Thence, along the southeasterly boundary of said Parcel 3, North 54°53'13" East, a distance of 24.50 feet to the **Point of Beginning**;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 401.15 feet;

Thence, South 84º44'47" West, a distance of 474.99 feet;

Thence, North 66°29'19" West, a distance of 167.43 feet;

Thence, North 83°23'47" West, a distance of 0.24 feet to a point on the westerly boundary of said Parcel 3, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 62,625 square feet (1.44 acres), more or less.

EASEMENT AREA E

Servient Parcel: A portion of the that land known as APN: 010-121-14, described in Document No. 111884 (Doc. No. 111884) recorded February 8, 1991 in the Carson City Recorders Office, situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35) and the Southeast one-quarter (SE 1/4) of the Southwest (SW 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area E: (See Exhibit "E" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 59°37'43" West, a distance of 2,202.92 feet to the East Corner of said APN: 010-121-14 and the **Point of Beginning**;

Thence, along the southeasterly boundary of said APN:010-121-14 South 62°29'07" West, a distance of 10.51 feet;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 168.04 feet;

Thence, North 68°07'25" West, a distance of 25.09 feet;

Thence, South 85°52'11" West, a distance of 28.85 feet;

Thence, North 32°02'05" West, a distance of 8.04 feet;

Thence, South 84º44'47" West, a distance of 417.99 feet;

Thence, North 66°29'19" West, a distance of 171.20 feet;

Thence, North 83°23'47" West, a distance of 55.39 feet;

Thence, North 04°49'14" West, a distance of 60.33 feet to a point on the northerly boundary of said APN: 010-121-14;

Thence, along said northerly boundary, South 89°11'21" East, 69.56 feet to the north most Northeast Corner of said APN: 010-121-14;

Thence, along the northeasterly boundary of said APN: 010-121-14, the following four (4) courses;

- 1. South 00°54'47" West, a distance of 58.12 feet;
- 2. South 66°30'16" East, a distance of 164.05 feet;
- 3. North 84°43'50" East, a distance of 466.26 feet;
- 4. South 32°51'25" East, a distance of 196.72 feet to the **Point of Beginning**.

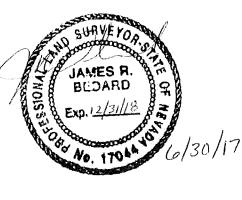
Containing 13,030 square feet (0.30 acres), more or less.

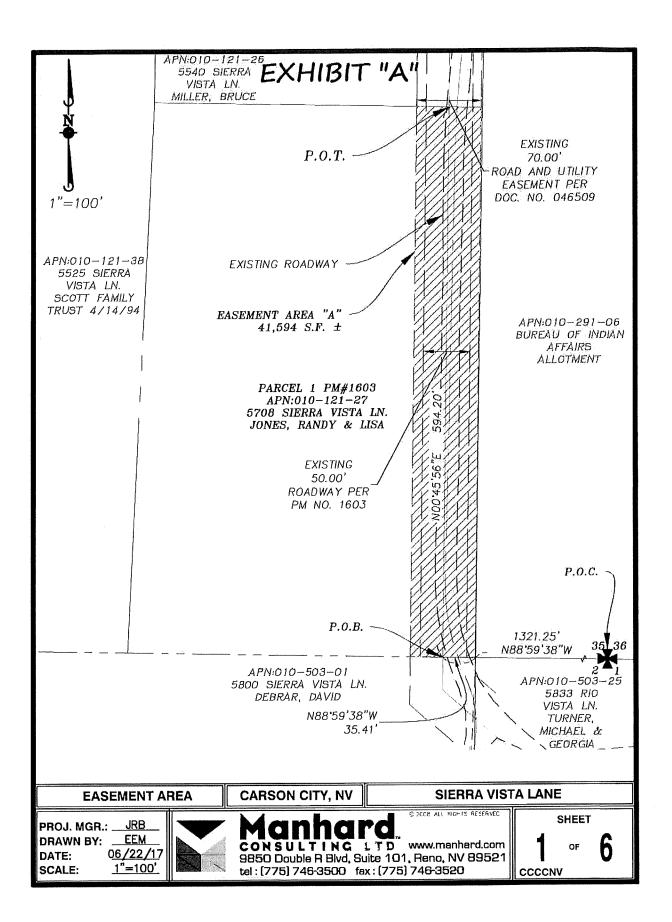
BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

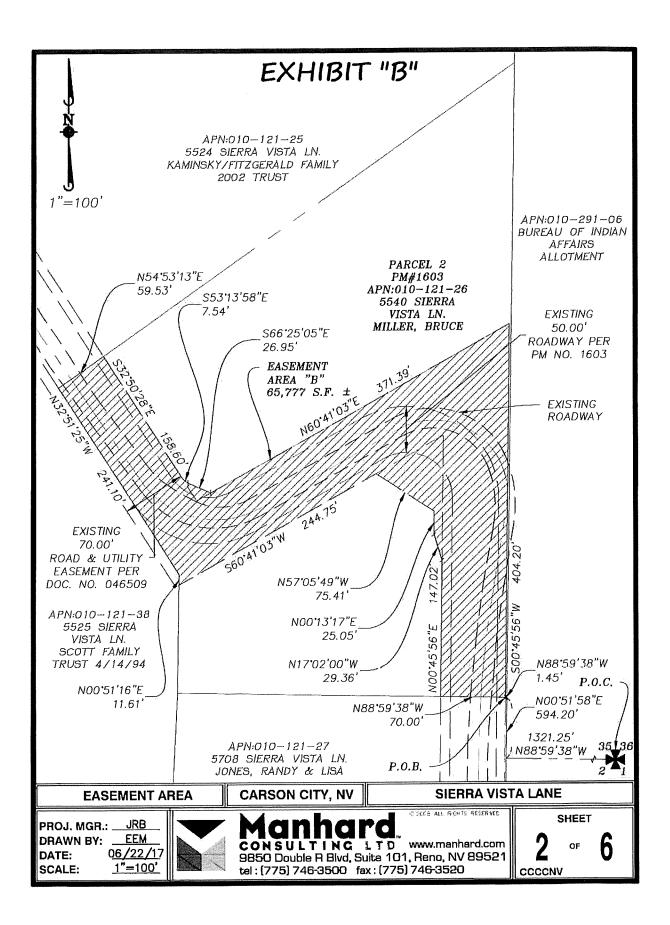
SURVEYOR'S CERTIFICATE

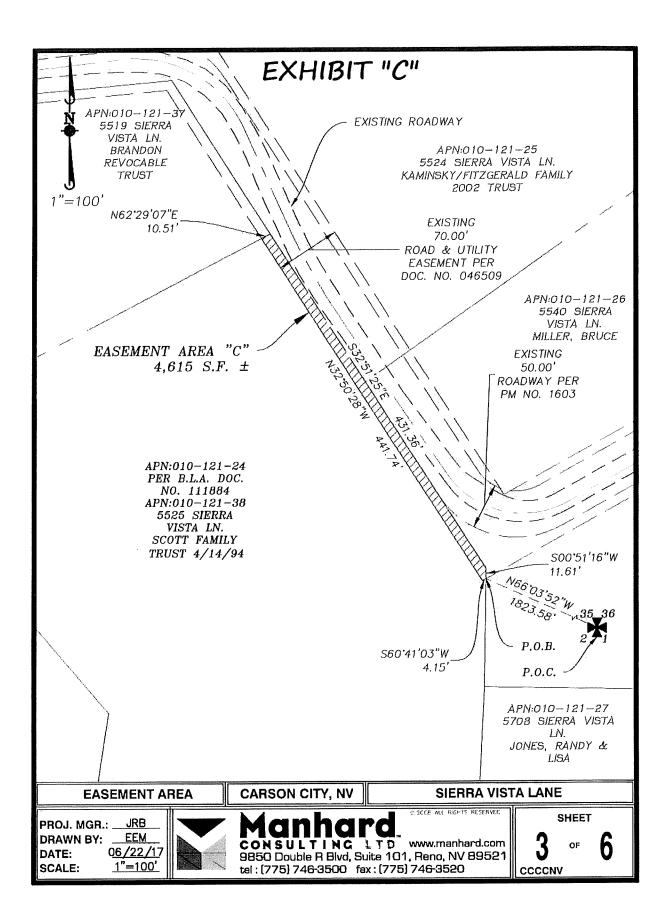
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

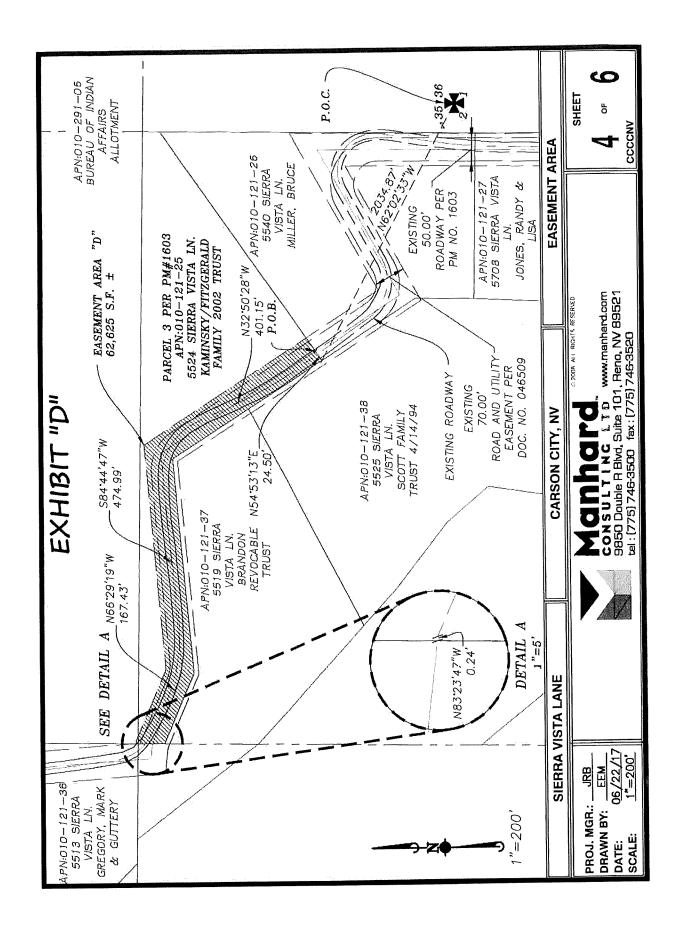
James R. Bedard Nevada PLS 17044 For and on behalf of Manhard consulting 9850 DOUBLE R BLVD, SUITE 101 RENO, NEVADA 89521 (775) 743-3500

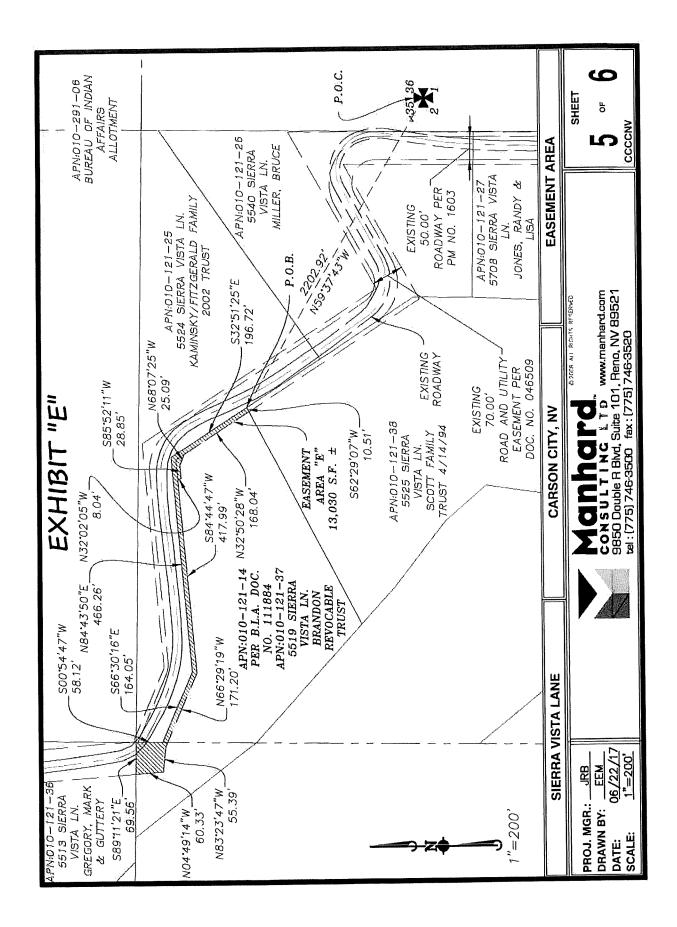












LEGEND					
= SECTION CORNER, FOUND AS NOTED					
() = RECORD DIMENSION					
PUE = PUBLIC UTILITY EASEMENT					
ROS = RECORD OF SURVEY POC = POINT OF COMMENCEMENT					
POB = POINT OF BEGINNING					
POT = POINT OF TERMINUS					
AC = ACRES					
SF = SQUARE FEET					
= EX, PROPERTY LINE = $=$ EX, SECTION LINE					
= EX. CONSTRUCTION CENTERLINE					
EX. EDGE OF PAVEMENT					
= EX, EASEMENT LINE					
= SURVEY TIE = PROP. EASEMENT LINE					
= PROPOSED EASEMENT AREA					
BASIS OF BEARINGS					
SOUTH 06'21'13" WEST BETWEEN CARSON CITY CONTROL	MONUMENTS				
COORD AND COORD AS SHOWN ON RECORD OF SURVEY MA	AP NU, 2749				
RECORDED AUGUST 11, 2010 IN THE OFFICIAL RECORDS CITY NEVADA, AS FILE NO. 403425 DETERMINED USING	REAL TIME				
LINEMATIC CPS (RTK GPS) OBSERVATIONS AND A COMBIN	ED GRID TO				
GROUND FACTOR = 1.0002100141. ALL DISTANCES SHOWN GROUND VALUES.	MEKLIN AKE				
GAUDIND VALUES.					
EASEMENT AREA CARSON CITY, NV SIERRA VI					
PROJ. MGR.: JRB Manhard	SHEET				
	6 ∘ 6				
DATE: 06/22/17 9850 Double R Blvd, Suite 101, Reno, NV 8952 SCALE: N/A 9850 Double R Blvd, Suite 101, Reno, NV 8952	CCCCNV				

APN 010-121-21

AFTER RECORDING RETURN TO: STEPHANIE HICKS, REAL PROPERTY MANAGER CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS EASMENT DEED, is made this 17th day of ugust, 2017, between Kathi A. Martin, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted in Parcel 2 of Easement Area G in Exhibit "C-1" and Exhibit "G", attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Kathi a may

STATE OF Nevad COUNTY OF Carson Citi

This instrument was acknowledged before me on this <u>17</u>th day of <u>dugust</u>, by <u>Aath</u>; <u>A</u> <u>Martin</u>. KAREN L. WHITE NOTABY BUBLIC

NOTARY PUBLIC STATE OF NEVADA 14-12875-12 My Appt. Exp. March 1, 2018

Page 1 of 2

Notary Public

APN 010-121-21

CITY: REVIEWED AND RECOMMENDED BY:

Dan Stucky, City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

APPROVED:

Brad Bonkowski, Chair Date Carson City Regional Transportation Commission

ATTEST:

Susan Merriwether, Clerk-Recorder

Date

EXHIBIT C-1 LEGAL DESCRIPTION OF EASEMENT

EASEMENT AREA G

Servient Parcels: A portion of that parcel of Lot Line Deletion Document No. 324427 (Doc. No. 324427) recorded August 31, 2004 in the Carson City Recorders Office, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada, and a portion Parcel 2 of Parcel Map No. 1609 (PM No. 1609) recorded December 20, 1988 as File No. 79790, Book 6, Page 1609 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area G: (See Exhibit "G" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 35°12'32" West, a distance of 3,260.58 to a point on the southerly boundary of said Parcel 4;

Thence, along the southerly boundary of said Parcel 4, North 89°16'57" West, a distance of 98.62 feet to the beginning of a non-tangent curve to the left, a radial line to said beginning bears South 39°16'28" East;

Thence, departing said southerly boundary, northwesterly, a distance of 141.05 feet along the arc of a 100.03 foot radius curve through a central angle of 80°47'22" to the beginning of a tangent compound curve;

Thence, northwesterly, a distance of 152.77 feet along the arc of a 1810.39 foot radius curve through a central angle of 04°50'06";

Thence, North 39°26'14 West, a distance of 33.86 feet;

Thence, North 11°58'53" West, a distance of 5.80 feet to the beginning of a non-tangent curve to the left, a radial line to said beginning bears North 53°51'50" East;

Thence, northwesterly, a distance of 51.15 feet along the arc of a 1,810.39 foot radius curve through a central angle of 01°37'08" to the beginning of a tangent reverse curve;

Thence, northerly, a distance of 122.18 feet along the arc of a 240.04 foot radius curve through a central angle of 29°09'52";

Thence, North 58°45'19" West, a distance of 14.16 feet;

Thence, North 26°46'09" West, a distance of 30.37 feet to a point on the ordinary high water line of the Carson River;

Thence, along said ordinary high water line, the following 32 courses;

- 1. North 11°26'46" East, a distance of 16.50 feet;
- 2. North 13°23'33" East, a distance of 21.64 feet;
- 3. North 13°19'28" East, a distance of 13.05 feet;
- 4. North 05°26'25" East, a distance of 7.05 feet;
- 5. North 07°35'41" East, a distance of 10.11 feet;
- North 08°36'56" East, a distance of 11.15 feet;
- 7. North 12°18'29" East, a distance of 18.81 feet;
- 8. North 09°51'57" East, a distance of 15.60 feet;
- 9. North 04°14'11" East, a distance of 9.05 feet;
- 10. North 03°05'39" East, a distance of 12.38 feet;
- 11. North 18°49'29" West, a distance of 15.53 feet;
- 12. North 14°44'37" West, a distance of 13.13 feet;
- 13. North 13°19'28" West, a distance of 13.05 feet;
- 14. North 00°00'00" East, a distance of 10.02 feet;
- 15. North 15°38'32" East, a distance of 8.67 feet;
- 16. North 12°31'44" East, a distance of 18.48 feet;
- 17. North 00°00'00" East, a distance of 9.02 feet;
- 18. North 07°51'12" East, a distance of 9.78 feet;

19. North 08°07'48" West, a distance of 9.45 feet;

20. North 13°10'21" West, a distance of 16.13 feet;

21. North 20°22'35" West, a distance of 12.48 feet;

22. North 07°07'30" West, a distance of 13.47 feet;

23. North 13°36'02" West, a distance of 21.31 feet;

24. North 14°59'42" West, a distance of 19.37 feet;

25. North 11°32'05" West, a distance of 16.71 feet;

26. North 10°22'33" West, a distance of 24.14 feet;

27. North 04°45'49" West, a distance of 28.16 feet;

28. North 00°00'00" East, a distance of 19.05 feet;

29. North 08°21'57" West, a distance of 11.48 feet;

30. North 14°02'10" West, a distance of 23.42 feet;

31. North 11°53'19" West, a distance of 12.98 feet;

32. North 05°21'21" West, a distance of 3.79 feet to a point along northerly boundary of said Parcel 2;

Thence, departing said ordinary high water line and along said northerly boundary of said Parcel 2, South 80°48'01" East, 86.82 to the beginning of a non-tangent curve to the right, a radial line to said beginning bears South 83°52'20" West;

Thence, departing said northerly boundary, southerly, a distance of 194.52 feet along the arc of a 1,960.42 foot radius curve through a central angle of 05°41'06" to the beginning of a tangent reverse curve;

Thence, southerly, a distance of 54.62 feet along the arc of a 520.10 foot radius curve through a central angle of 06°01'01";

Thence, North 87°35'47" East, a distance of 38.30 feet;

Thence, South 00°02'29" West, a distance of 91.64 feet;

Thence, North 65°53'30" West, a distance of 39.20 feet;

Thence, South 00°45'11" West, a distance of 118.25 feet to the beginning of tangent curve to the left;

Thence, southeasterly, a distance of 107.56 feet along the arc of a 160.04 foot radius curve through a central angle of 38°30'29" to the beginning of a tangent reverse curve;

Thence, southeasterly, a distance of 253.75 feet along the arc of a 1,890.39 foot radius curve through a central angle of 07°41'28" to the beginning of a tangent compound curve;

Thence, southwesterly, a distance of 175.88 feet along the arc of a 180.03 foot radius curve through a central angle of 55°58'32" to a point on the southerly boundary of said Parcel 4 and the **Point of Beginning**.

Containing 84,684 square feet (1.94 acres), more or less.

BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

SURVEYOR'S CERTIFICATE

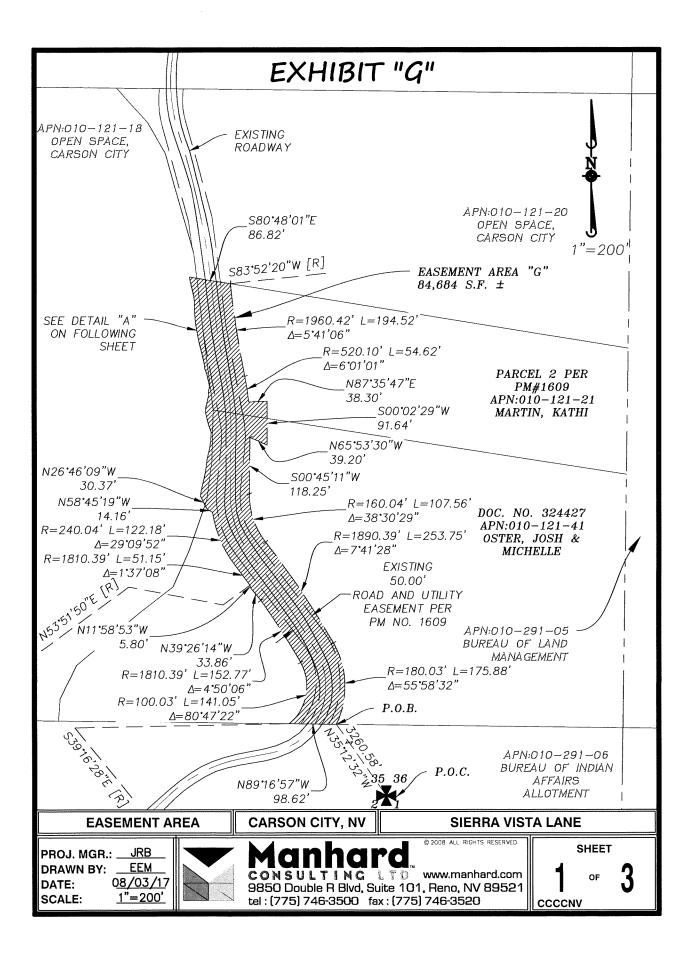
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

James R. Bedard Nevada PLS 17044 For and on behalf of



9850 DOUBLE R BLVD, SUITE 101 RENO, NEVADA 89521 (775) 743-3500





I			EXHIBIT "G"	
·	LINE TABL	E	DETAIL "A"	
LINE	BEARING	LENGTH	APN:010-121-18 CITY	
L36	N11*26'46"E	16.50'	OPEN SPACE, CARSON CITY	
L37	N13°23'33"E	21.64'	L67	
L38	N13 ʻ 19'28"E	13.05'	L65	
L39	N05°26'25"E	7.05'	L64 1"=100	
L40	N07°35'41"E	10.11'		
L41	N08 · 36'56"E	11.15'	162 PER	
L42	N12 ° 18'29"E	18.81'	L61 PM#1609 APN:010-121-21	
L43	N09 * 51'57"E	15.60'	L60 MARTIN, KATHI	
L44	N04°14'11"E	9.05'	L59	
L45	N03°05'39"E	12.38'	L58	
L46	N18°49'29"W	15.53'	L57	
L47	N14 ° 44'37"W	13.13'		
L48	N13 ° 19'28"W	13.05'		
L49	N00'00'00"E	10.02'		
L50	N15°38'32"E	8.67'		
L51	N12 ° 31'44"E	18.48'		
L52	N00°00'00"E	9.02'		
L53	N07°51'12"E	9.78'	L43	
L54	N08°07'48"W	9.45'	L42PARCEL	
L55	N13°10'21"W	16.13'	$\begin{array}{c} L40 \\ L39 \\ \hline \\ L39 \\ \hline \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ $	
L56	N20°22'35"W	12.48'	L38NO. L36	
L57	N07°07'30"W	13.47'	L64 N08'21'57"W 11.48' APN:010-121-4 OSTER,	
L58	N13°36'02"W	21.31'	L65 N14'02'10"W 23.42' JOSH &	
L59	N14°59'42"W	19.37'	L66 N11'53'19"W 12.98' MICHELLE	
L60	N11°32'05"W	16.71'	L67 N05'21'21"W 3.79'	
L61	N10 ° 22'33"W	24.12'		
L62	N04°45'49"W	28.16'		
L63	N00°00'00"E	19.05'		
EASEMENT AREA CARSON CITY, NV SIERRA VISTA LANE				
PROJ. MGR.: JRB DRAWN BY: EEM DATE: 08/03/17 SCALE: 1"=100' MARANA BIV, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 SHEET CONSULTING 1 TO WWW.manhard.com 9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3520				

	LEGEND		
		Y EASEMENT SURVEY MMENCEMENT GINNING RMINUS Y LINE LINE CTION CENTERLINE PAVEMENT T LINE ENT LINE	
CCO48 AND CCO- RECORDED AUGU CITY NEVADA, A KINEMATIC GPS	" WEST BETWEEN CARSO 49 AS SHOWN ON RECOP ST 11, 2010 IN THE C	RD OF SURVEY MAF OFFICIAL RECORDS (ETERMINED USING S AND A COMBINEI	^o NO. 2749 OF CARSON REAL TIME D GRID TO
EASEMENT ARE	A CARSON CITY, NV	SIERRA VIST	A LANE
PROJ. MGR.: <u>JRB</u> DRAWN BY: <u>EEM</u> DATE: 0 <u>8/03/1</u> 7 SCALE: <u>N/A</u>	Manhar consulting 9850 Double R Blvd, Sui tel : (775) 746-3500 fax	* 2008 ALL RIGHTS RESERVED * * * * * * * * * * * * * * * * * * *	SHEET 3 of 3 CCCCNV

APN 010-121-26

AFTER RECORDING RETURN TO: STEPHANIE HICKS, REAL PROPERTY MANAGER CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS EASEMENT DEED, is made this **3** day of **AUL**, 2017, between Bruce A. Miller, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted in Easement Area B in Exhibit "A-1" and Exhibit "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Bun a. mille Bruce A. Miller

STATE OF <u>Nevada</u> COUNTY OF <u>Carson City</u>

This instrument was acknowledged before me on this <u>20</u> day of <u>August</u> by <u>BBUCE</u> A MillER. 2017

----KAREN L. WHITE NOTARY PUBLIC STATE OF NEVADA 2875-12 My Appl Exp. March 1, 2018

Notary Public

Page 1 of 2

APN 010-121-26

CITY: REVIEWED AND RECOMMENDED BY:

Dan Stucky, City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

Date

APPROVED:

Brad Bonkowski, Chair Date Carson City Regional Transportation Commission

ATTEST:

Susan Merriwether, Clerk-Recorder

EXHIBIT A-1 LEGAL DESCRIPTION OF EASEMENT

EASEMENT AREA A

Servient Parcel: That portion of Parcel 1 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, as File No. 79390 in Book 6, Page 1603 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area A: (See Exhibit "A" attached hereto and made a part hereof) A strip of land 70.00 feet wide, 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2, being the Southeast Corner of said Parcel 1;

Thence, continuing along said Township Line, coincident with the southerly boundary of said Parcel 1, North 88°59'38" West, a distance of 35.41 feet to the **Point of Beginning**;

Thence, departing said line and boundary, North 00°45'56" East, a distance of 594.20 feet to a point on the northerly boundary of said Parcel 1, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 41,594 square feet (0.98 acres) more or less.

EASEMENT AREA B

Servient Parcel: A portion of Parcel 2 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast onequarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area B: (See Exhibit "B" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1,321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2;

Thence, departing said Township line and along the East One-Sixteenth (E1/16) line of said Sec 35, North 00°51'58" West, a distance of 594.20 feet to a point on said E1/16 line, coincident with the southerly boundary of said Parcel 2;

Thence, departing said E1/16 line and along the southerly boundary of Parcel 2, North 88°59'38" West, a distance of 1.45 feet to the **Point of Beginning**;

Thence, continuing along said southerly boundary, North 88°59'38" West, a distance of 70.00 feet;

Thence, departing said southerly boundary, North 00°45'56" East, a distance of 147.02 feet;

Thence, North 17°02'00" West, a distance of 29.36 feet;

Thence, North 00°13'17" East, a distance of 25.05 feet;

Thence, North 57°05'49" West, a distance of 75.41 feet;

Thence, South 60°41'03" West, a distance of 244.75 feet to a point on the westerly boundary of said Parcel 2;

Thence, along said westerly boundary, the following two (2) courses;

- 1. North 00°51'16" East, a distance of 11.61 feet;
- 2. North 32°51'25" West, a distance of 241.10 feet to the Northwest Corner of said Parcel 2;

Thence, departing said westerly boundary, along the northwesterly boundary of Parcel 2, North 54°53'13" East, a distance of 59.53 feet;

Thence, departing said northwesterly boundary, South 32°50'28" East, a distance of 158.60 feet;

Thence, South 53°13'58" East, a distance of 7.54 feet;

Thence, South 66°25'05" East, a distance of 26.95 feet;

Thence, North 60°41'03" East, a distance of 371.39 feet;

Thence, South 00°45'56" West, a distance of 404.20 feet to the **Point of Beginning**. Containing 65,777 square feet (1.51 acres), more or less.

EASEMENT AREA C

Servient Parcel: A portion of that parcel shown as APN: 010-121-24 of Boundary Line Adjustment Document Number 111884 (BLA Doc. No. 111884) recorded February 8, 1991 in the office of the Carson City recorder, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area C: (See Exhibit "C" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 66°03'52" West, a distance of 1,823.58 feet to a point on the easterly boundary of said APN: 010-121-24, and the **Point of Beginning**;

Thence, departing said easterly boundary, South 60°41'03" West, a distance of 4.15 feet;

Thence, North 32°50'28" West, a distance of 441.74 feet to a point on the northwesterly boundary of said APN: 010-121-24;

Thence, along said northwesterly boundary, North 62°29'07" East, a distance of 10.51 feet to the North Corner of said APN: 010-121-24;

Thence, departing said North Corner, along the northeasterly boundary of said APN: 010-121-24, South 32°51'25 East, 431.36 feet to the East Corner of said APN: 010-121-24;

Thence, along the easterly boundary of said APN: 010-121-24, South 00°51'16" West, a distance of 11.61 feet to the **Point of Beginning**.

Containing 4,615 square feet (0.11 acres) more or less.

EASEMENT AREA D

Servient Parcel: A portion of Parcel 3 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-

quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada,.

Easement Area D: (See Exhibit "D" attached hereto and made a part hereof) A strip of land 70.00 feet wide and 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 62°02'33" West, A distance of 2,034.87 feet to the South Corner of said Parcel 3;

Thence, along the southeasterly boundary of said Parcel 3, North 54°53'13" East, a distance of 24.50 feet to the **Point of Beginning**;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 401.15 feet;

Thence, South 84°44'47" West, a distance of 474.99 feet;

Thence, North 66°29'19" West, a distance of 167.43 feet;

Thence, North 83°23'47" West, a distance of 0.24 feet to a point on the westerly boundary of said Parcel 3, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 62,625 square feet (1.44 acres), more or less.

EASEMENT AREA E

Servient Parcel: A portion of the that land known as APN: 010-121-14, described in Document No. 111884 (Doc. No. 111884) recorded February 8, 1991 in the Carson City Recorders Office, situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35) and the Southeast one-quarter (SE 1/4) of the Southwest (SW 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area E: (See Exhibit "E" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 59°37'43" West, a distance of 2,202.92 feet to the East Corner of said APN: 010-121-14 and the **Point of Beginning**;

Thence, along the southeasterly boundary of said APN:010-121-14 South 62°29'07" West, a distance of 10.51 feet;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 168.04 feet;

Thence, North 68°07'25" West, a distance of 25.09 feet;

Thence, South 85°52'11" West, a distance of 28.85 feet;

Thence, North 32°02'05" West, a distance of 8.04 feet;

Thence, South 84°44'47" West, a distance of 417.99 feet;

Thence, North 66°29'19" West, a distance of 171.20 feet;

Thence, North 83°23'47" West, a distance of 55.39 feet;

Thence, North 04°49'14" West, a distance of 60.33 feet to a point on the northerly boundary of said APN: 010-121-14;

Thence, along said northerly boundary, South 89°11'21" East, 69.56 feet to the north most Northeast Corner of said APN: 010-121-14;

Thence, along the northeasterly boundary of said APN: 010-121-14, the following four (4) courses;

- 1. South 00°54'47" West, a distance of 58.12 feet;
- 2. South 66°30'16" East, a distance of 164.05 feet;
- 3. North 84°43'50" East, a distance of 466.26 feet;
- 4. South 32°51'25" East, a distance of 196.72 feet to the **Point of Beginning**.

Containing 13,030 square feet (0.30 acres), more or less.

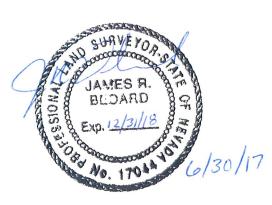
BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

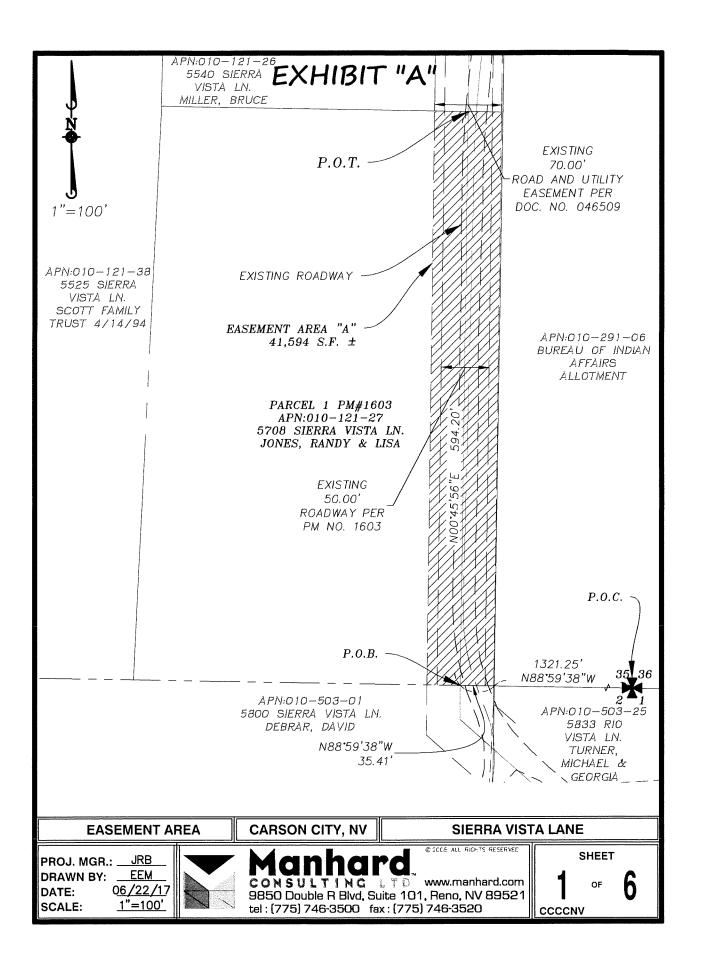
SURVEYOR'S CERTIFICATE

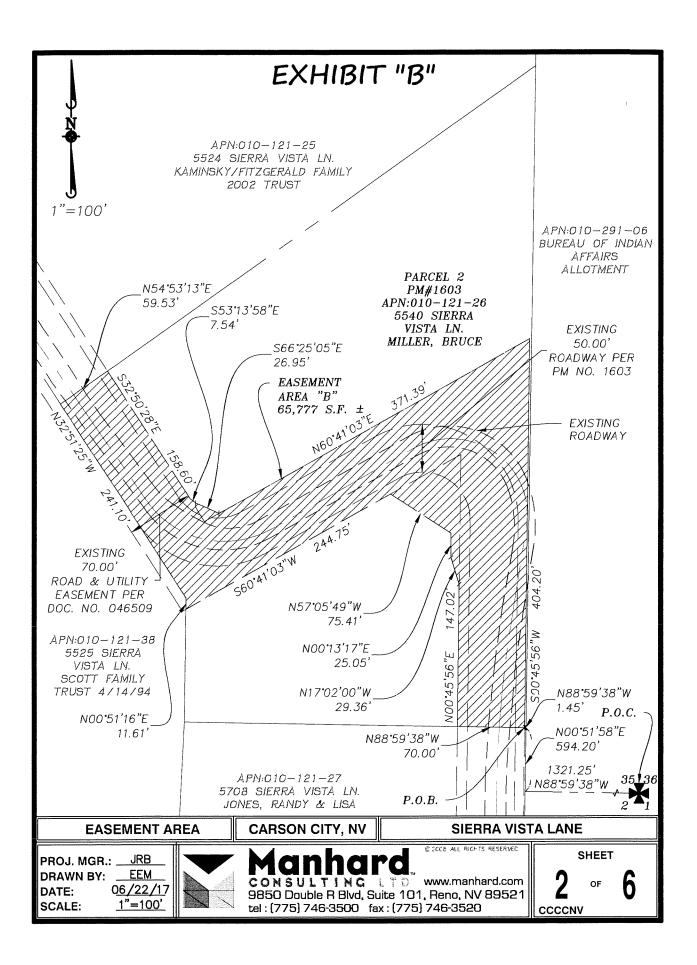
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

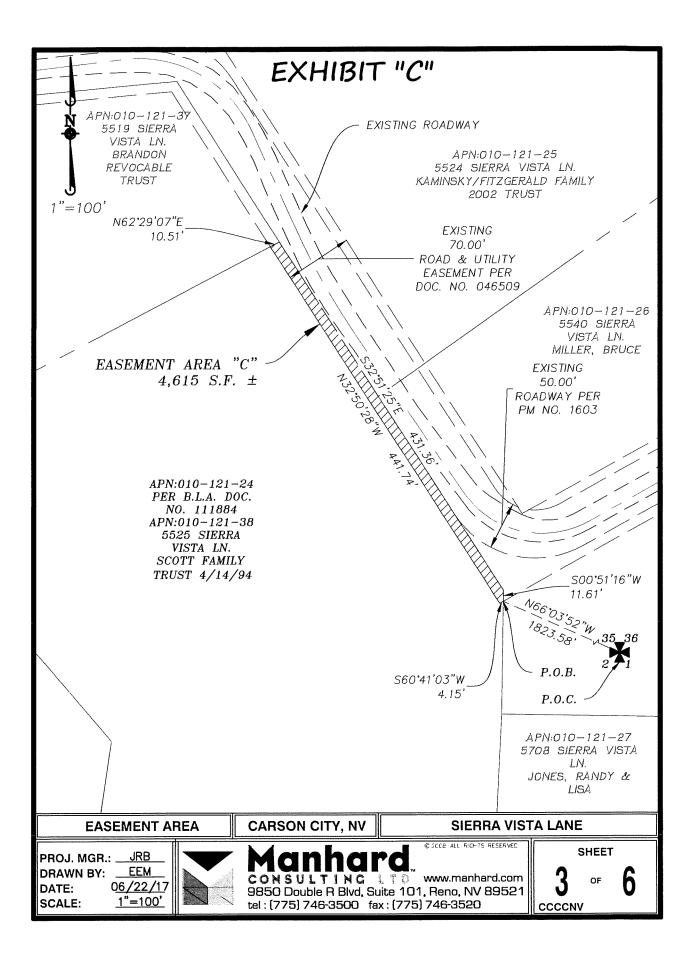
James R. Bedard Nevada PLS 17044 For and on behalf of Manhard

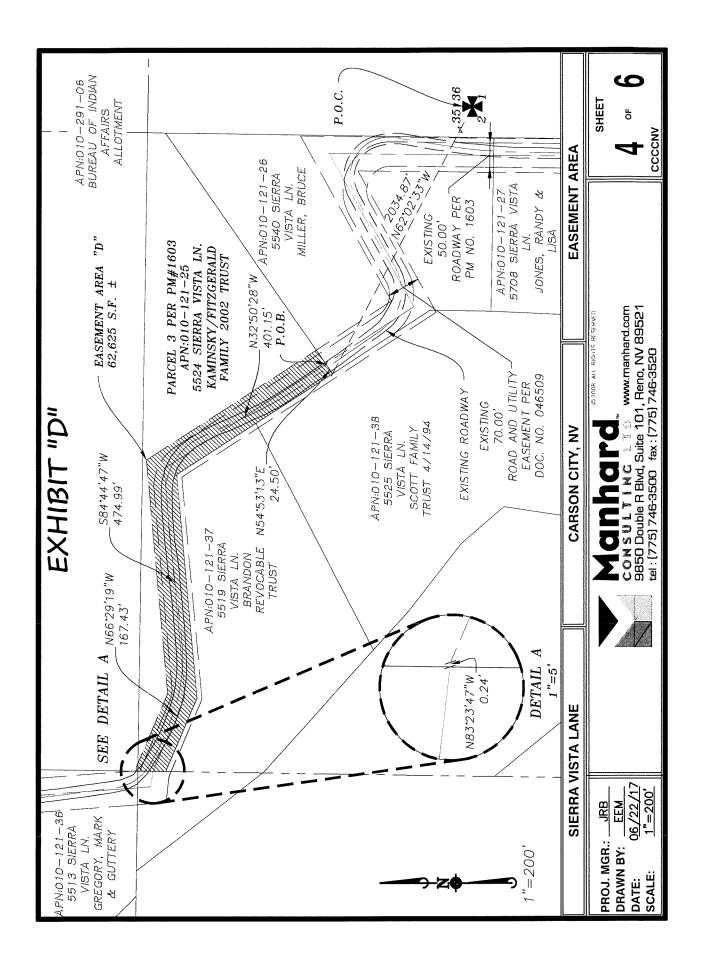
2850 DOUBLE R BLVD, SUITE 101 RENO, NEVADA 89521 (775) 743-3500

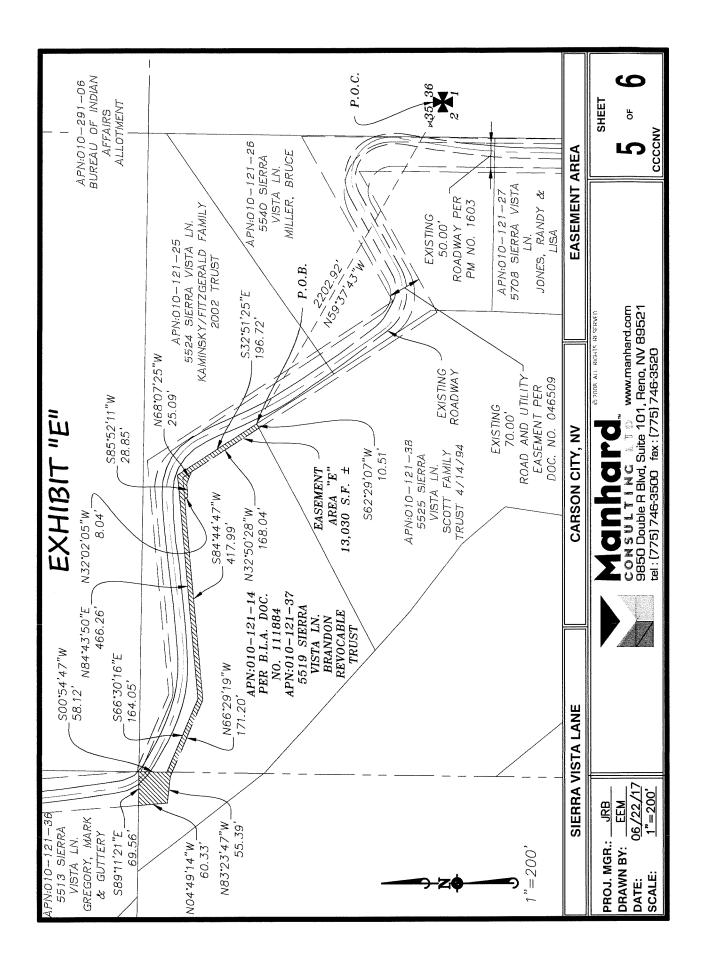












L	E	G	E	Ν	D	

= section corner, found as noted
() = RECORD DIMENSION
PUE = PUBLIC UTILITY EASEMENT
ROS = RECORD OF SURVEY
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
POT = POINT OF TERMINUS
AC = ACRES
SF = SQUARE FEET
= EX. PROPERTY LINE
= EX. SECTION LINE
= EX. CONSTRUCTION CENTERLINE
= EX. EDGE OF PAVEMENT
= EX. EASEMENT LINE
= SURVEY TIE
= PROP. EASEMENT LINE

= PROPOSED EASEMENT AREA

BASIS OF BEARINGS

SOUTH 06°21'13" WEST BETWEEN CARSON CITY CONTROL MONUMENTS CC048 AND CC049 AS SHOWN ON RECORD OF SURVEY MAP NO. 2749 RECORDED AUGUST 11, 2010 IN THE OFFICIAL RECORDS OF CARSON CITY NEVADA, AS FILE NO. 403425 DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS AND A COMBINED GRID TO GROUND FACTOR = 1.0002100141. ALL DISTANCES SHOWN HEREIN ARE GROUND VALUES.



APN 010-121-38

AFTER RECORDING RETURN TO: STEPHANIE HICKS, REAL PROPERTY MANAGER CARSON CITY PUBLIC WORKS 3505 BUTTI WAY CARSON CITY, NEVADA 89701

EASEMENT DEED

THIS EASEMENT DEED, is made this $\frac{\partial \psi}{\partial \omega}$ day of $\frac{\partial \psi}{\partial \omega}$, 2017, between Roger G. Preston and Diana L. Preston, as the interest appears of record, hereinafter called GRANTOR, and CARSON CITY, NEVADA, a CONSOLIDATED MUNICIPALITY and POLITICAL SUBDIVISION OF THE STATE OF NEVADA, hereinafter called CITY.

WITNESSETH:

We, the GRANTOR, under affirmation of full legal authority to do so, hereby grant to the CITY, for those purposes as contained in Chapter 271 of the Nevada Revised Statutes, a permanent easement and right-of-way for the roadway and associated improvements upon, under, over and across certain real property to the CITY; said easement is, as shown and more fully described as on in the manner depicted in Easement Area C in Exhibit "A-1" and Exhibit "C", attached hereto and made a part hereof.

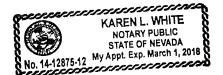
TO HAVE AND TO HOLD all and singular the said real property, together with the appurtenances, unto the said CITY and to any heirs, successors and assigns forever.

IN WITNESS WHEREOF said GRANTOR has hereunto signed on the day and year first above written.

Roger G. Preston

STATE OF Neva COUNTY OF Cars

This instrument was acknowledged before me on this 26 _, 2017 PRESTON by ROGER & DIANE



_ uay of <u>September</u>, 2<u>ren ADT</u>, t

Notary Public

APN 010-121-38

CITY: REVIEWED AND RECOMMENDED BY:

Dan Stucky, City Engineer

Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney

Date

APPROVED:

Brad Bonkowski, Chair Date Carson City Regional Transportation Commission

ATTEST:

Susan Merriwether, Clerk-Recorder

Date

EXHIBIT A-1 LEGAL DESCRIPTION OF EASEMENT

EASEMENT AREA A

Servient Parcel: That portion of Parcel 1 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, as File No. 79390 in Book 6, Page 1603 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area A: (See Exhibit "A" attached hereto and made a part hereof) A strip of land 70.00 feet wide, 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2, being the Southeast Corner of said Parcel 1;

Thence, continuing along said Township Line, coincident with the southerly boundary of said Parcel 1, North 88°59'38" West, a distance of 35.41 feet to the **Point of Beginning**;

Thence, departing said line and boundary, North 00°45'56" East, a distance of 594.20 feet to a point on the northerly boundary of said Parcel 1, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 41,594 square feet (0.98 acres) more or less.

EASEMENT AREA B

Servient Parcel: A portion of Parcel 2 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast onequarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area B: (See Exhibit "B" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, along the Township line, North 88°59'38" West, a distance of 1,321.25 feet to the East One-Sixteenth (E1/16) corner common to said Sections 35 and 2;

Thence, departing said Township line and along the East One-Sixteenth (E1/16) line of said Sec 35, North 00°51'58" West, a distance of 594.20 feet to a point on said E1/16 line, coincident with the southerly boundary of said Parcel 2;

Thence, departing said E1/16 line and along the southerly boundary of Parcel 2, North 88°59'38" West, a distance of 1.45 feet to the **Point of Beginning**;

Thence, continuing along said southerly boundary, North 88°59'38" West, a distance of 70.00 feet;

Thence, departing said southerly boundary, North 00°45'56" East, a distance of 147.02 feet;

Thence, North 17°02'00" West, a distance of 29.36 feet;

Thence, North 00°13'17" East, a distance of 25.05 feet;

Thence, North 57°05'49" West, a distance of 75.41 feet;

Thence, South 60°41'03" West, a distance of 244.75 feet to a point on the westerly boundary of said Parcel 2;

Thence, along said westerly boundary, the following two (2) courses;

- 1. North 00°51'16" East, a distance of 11.61 feet;
- North 32°51'25" West, a distance of 241.10 feet to the Northwest Corner of said Parcel 2;

Thence, departing said westerly boundary, along the northwesterly boundary of Parcel 2, North 54°53'13" East, a distance of 59.53 feet;

Thence, departing said northwesterly boundary, South 32°50'28" East, a distance of 158.60 feet;

Thence, South 53°13'58" East, a distance of 7.54 feet;

Thence, South 66°25'05" East, a distance of 26.95 feet;

Thence, North 60°41'03" East, a distance of 371.39 feet;

Thence, South 00°45'56" West, a distance of 404.20 feet to the **Point of Beginning**. Containing 65,777 square feet (1.51 acres), more or less.

EASEMENT AREA C

Servient Parcel: A portion of that parcel shown as APN: 010-121-24 of Boundary Line Adjustment Document Number 111884 (BLA Doc. No. 111884) recorded February 8, 1991 in the office of the Carson City recorder, Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area C: (See Exhibit "C" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 66°03'52" West, a distance of 1,823.58 feet to a point on the easterly boundary of said APN: 010-121-24, and the **Point of Beginning**;

Thence, departing said easterly boundary, South 60°41'03" West, a distance of 4.15 feet;

Thence, North 32°50'28" West, a distance of 441.74 feet to a point on the northwesterly boundary of said APN: 010-121-24;

Thence, along said northwesterly boundary, North 62°29'07" East, a distance of 10.51 feet to the North Corner of said APN: 010-121-24;

Thence, departing said North Corner, along the northeasterly boundary of said APN: 010-121-24, South 32°51'25 East, 431.36 feet to the East Corner of said APN: 010-121-24;

Thence, along the easterly boundary of said APN: 010-121-24, South 00°51'16" West, a distance of 11.61 feet to the **Point of Beginning**.

Containing 4,615 square feet (0.11 acres) more or less.

EASEMENT AREA D

Servient Parcel: A portion of Parcel 3 of Parcel Map No. 1603 (PM No. 1603) recorded December 13, 1988, Book 6, Page 1603 as File No. 79390 in the official records of Carson City, Nevada situate within the Southwest one-quarter (SW 1/4) of the Southeast one-

quarter (SE 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada,.

Easement Area D: (See Exhibit "D" attached hereto and made a part hereof) A strip of land 70.00 feet wide and 35.00 feet on each side of the following described centerline:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 62°02'33" West, A distance of 2,034.87 feet to the South Corner of said Parcel 3;

Thence, along the southeasterly boundary of said Parcel 3, North 54°53'13" East, a distance of 24.50 feet to the **Point of Beginning**;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 401.15 feet;

Thence, South 84°44'47" West, a distance of 474.99 feet;

Thence, North 66°29'19" West, a distance of 167.43 feet;

Thence, North 83°23'47" West, a distance of 0.24 feet to a point on the westerly boundary of said Parcel 3, and the **Point of Terminus**.

The side lines and end lines being extended or shortened to terminate at the boundaries of the servient parcel

Containing 62,625 square feet (1.44 acres), more or less.

EASEMENT AREA E

Servient Parcel: A portion of the that land known as APN: 010-121-14, described in Document No. 111884 (Doc. No. 111884) recorded February 8, 1991 in the Carson City Recorders Office, situate within the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 35 (Sec 35) and the Southeast one-quarter (SE 1/4) of the Southwest (SW 1/4) of Section 35 (Sec 35), Township Fifteen North (T15N), Range Twenty East (R20E), Mount Diablo Base and Meridian (M.D.B.M.), Carson City, State of Nevada.

Easement Area E: (See Exhibit "E" attached hereto and made a part hereof) An easement, more particularly described as follows:

Commencing at the corner common to said Section 35 and Section 36, T15N, R20E, and Section 1 and Section 2, T14N, R20E, marked by a General Land Office (GLO) brass cap stamped "T15N R20E S35 S36, T14N R20E S1 S2, 1915";

Thence, North 59°37'43" West, a distance of 2,202.92 feet to the East Corner of said APN: 010-121-14 and the **Point of Beginning**;

Thence, along the southeasterly boundary of said APN:010-121-14 South 62°29'07" West, a distance of 10.51 feet;

Thence, departing said southeasterly boundary, North 32°50'28" West, a distance of 168.04 feet;

Thence, North 68°07'25" West, a distance of 25.09 feet;

Thence, South 85°52'11" West, a distance of 28.85 feet;

Thence, North 32°02'05" West, a distance of 8.04 feet;

Thence, South 84°44'47" West, a distance of 417.99 feet;

Thence, North 66°29'19" West, a distance of 171.20 feet;

Thence, North 83°23'47" West, a distance of 55.39 feet;

Thence, North 04°49'14" West, a distance of 60.33 feet to a point on the northerly boundary of said APN: 010-121-14;

Thence, along said northerly boundary, South 89°11'21" East, 69.56 feet to the north most Northeast Corner of said APN: 010-121-14;

Thence, along the northeasterly boundary of said APN: 010-121-14, the following four (4) courses;

- 1. South 00°54'47" West, a distance of 58.12 feet;
- 2. South 66°30'16" East, a distance of 164.05 feet;
- 3. North 84°43'50" East, a distance of 466.26 feet;
- 4. South 32°51'25" East, a distance of 196.72 feet to the Point of Beginning.

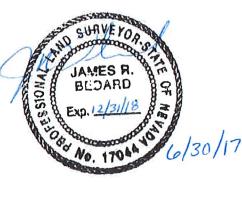
Containing 13,030 square feet (0.30 acres), more or less.

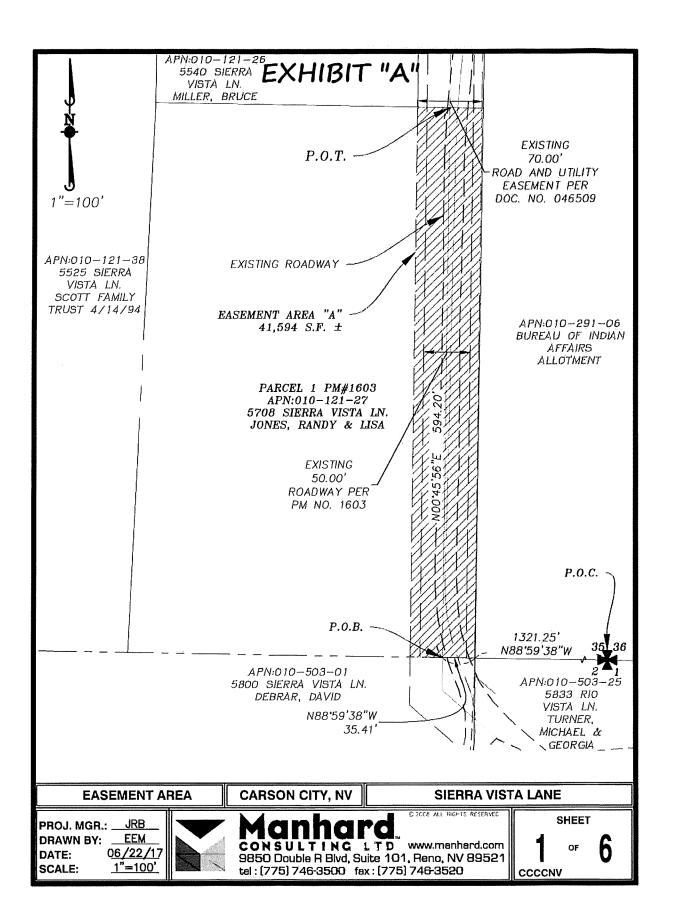
BASIS OF BEARINGS: South 06°21'14" West between Carson City control monuments CC048 and CC049 as shown on record of survey map no. 2749 recorded august 11, 2010 in the official records of Carson City Nevada, as file no. 403425.

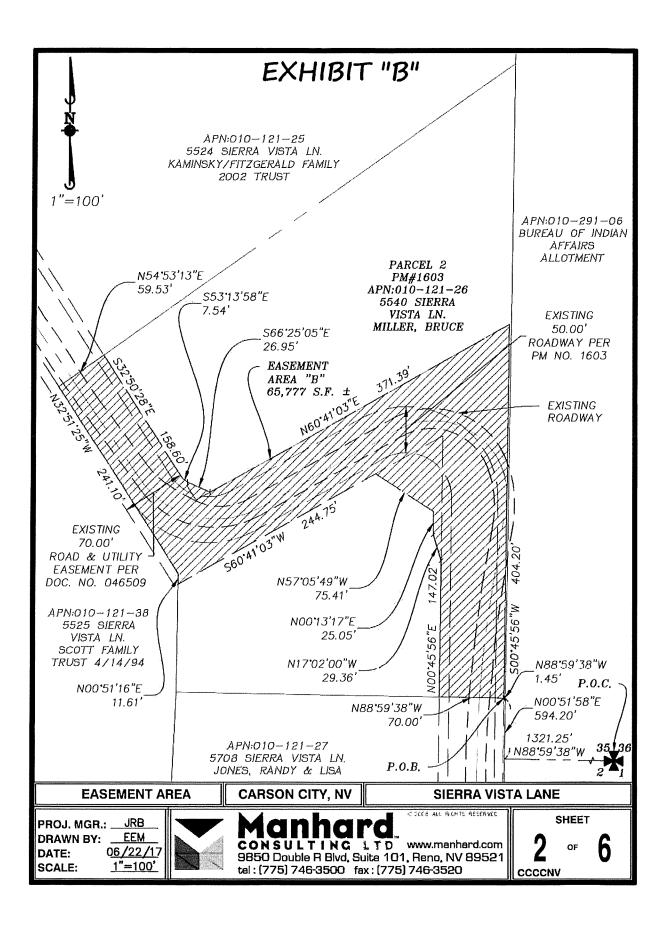
SURVEYOR'S CERTIFICATE

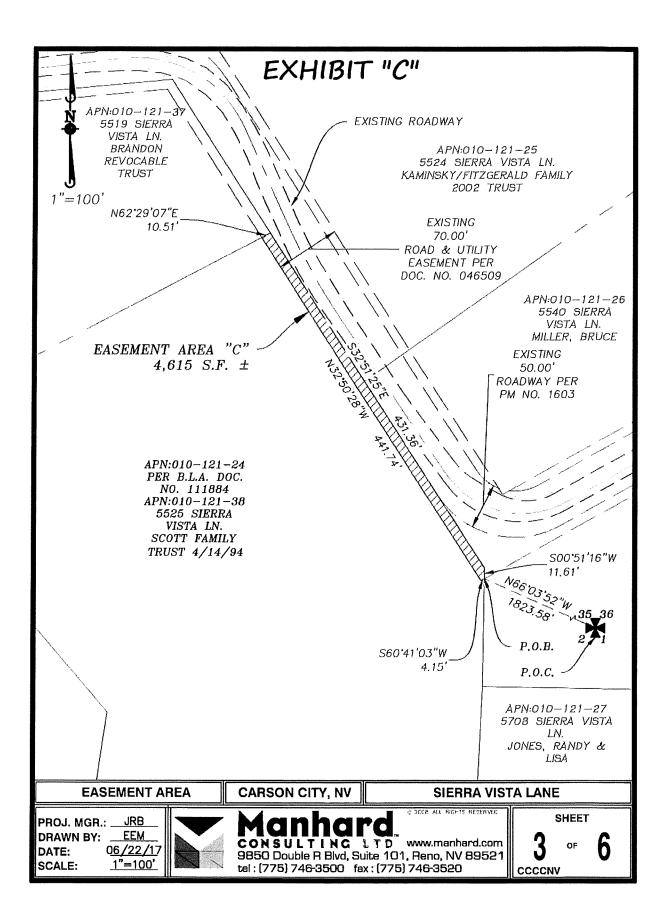
I hereby certify that the attached easement description was prepared by me or under my direct supervision and is accurate to the best of my knowledge and belief.

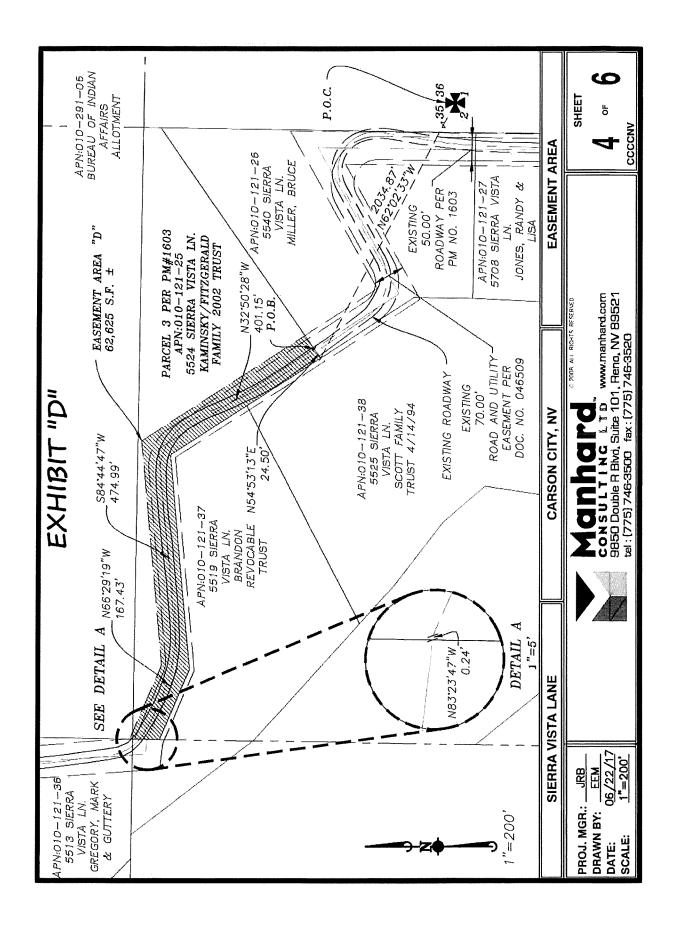
James R. Bedard Nevada PLS 17044 For and on behalf of Manhard consulting 9850 DOUBLE R BLVD, SUITE 101 RENO, NEVADA 89521 (775) 743-3500

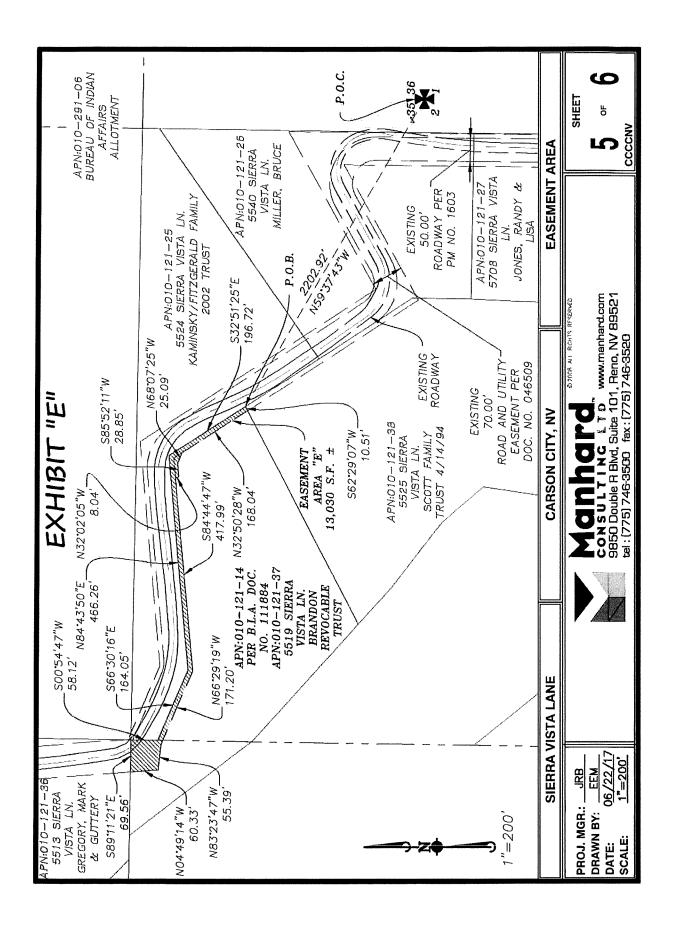












	LEGEND	
	ELECTION CORNER, FOUND AS NOTED () = RECORD DIMENSION PUE = PUBLIC UTILITY EASEMENT ROS = RECORD OF SURVEY POC = POINT OF COMMENCEMENT POB = POINT OF BEGINNING POT = POINT OF BEGINNING POT = POINT OF TERMINUS AC = ACRES SF = SQUARE FEET = EX. PROPERTY LINE = EX. CONSTRUCTION CENTERLINE = EX. EDGE OF PAVEMENT = EX. EASEMENT LINE = SURVEY TIE = PROPOSED EASEMENT AREA	
CCO48 AND CCO4 RECORDED AUGUS CITY NEVADA, AS KINEMATIC GPS (BEARINGS ' WEST BETWEEN CARSON CITY CONTROL MON 49 AS SHOWN ON RECORD OF SURVEY MAP N ST 11, 2010 IN THE OFFICIAL RECORDS OF S FILE NO. 403425 DETERMINED USING REA (RTK GPS) OBSERVATIONS AND A COMBINED (= 1.0002100141. ALL DISTANCES SHOWN HERI	O. 2749 CARSON AL TIME GRID TO EIN ARE
PROJ. MGR.: <u>JRB</u> DRAWN BY: <u>EEM</u> DATE: <u>06/22/1</u> 7 SCALE: <u>N/A</u>	Manhard CONSULTINC 100 9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520	SHEET 6 of 6 CCNV



RTC Meeting Date: To: From: Date Prepared: Subject Title: Staff Summary:

Carson City Regional Transportation Commission Item for Commission Information

October 11, 2017 Regional Transportation Commission Curtis Horton, Operations Manager September 22, 2017 Street Operations Activity Report Monthly Status Report for the Commission's Information

Carson City Public Works, Street Operations Division Status Report to RTC: Activities of August 2017

Street Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Crack Seal Operation (blocks of sealant used)	310	1,110
Street Patching Operation (tons of asphalt)	75.25	132
Pot Holes Repaired	1	4

Tree Care and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Tree Pruning Operations	86	161
Tree Removal	7	7
Tree Care Chemical Treatment	0	0
Tree Work for Other Departments	0	0
Weed Abatement Chemical Sprayed (gallons applied)	681	1461

Concrete Repair and Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Concrete Poured (yards)	48	82.25
Curb & Gutter (linear feet)	199	531
Sidewalk & Flat Work (sq/ft)	2,180	2868
Wheel Chair Ramps	2	2
Misc.	0	0

Grading and Shoulder Maintenance

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Dirt Road Work/Misc	Shouldered 1,163 feet of roadway	0
Shoulder Work on Asphalt Roads	Cleared 119 Lf of ditch and removed 14 yards of debris.	1323
Debris Cleaned	0	0

Storm Water

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Sediment Removed from Ditches (yards)	14	14
Linear foot of ditch cleared	119	119
Pipe Hydro Flushed (linear feet)	74	74
Drainage Inlets Cleaned	0	0
Sediment Removed from Ditches (yards)	14	14

Sweeper Operations

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Curb Miles Swept	571.2	1122.5
Material Picked Up (yards)	249	434
City Parking Lots Swept	1	3

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Bins Hauled for Waste Water Treatment Plant (yards)	17	33
Bins Hauled for Sweeping Operation (yards)	55	82
Equipment Transported for other Departments	0	0

Banner and Decorations Activities

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Banner Operations Carson Street	4	8
Changed Lamp Post Banners	0	0
Installed Christmas Decorations	0	0
Removed Christmas Decorations	0	0

Signs and Markings

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Signs Made	13	32
Signs Replaced	17	34
Sign Post Replaced	6	8
Signs Replaced due to Graffiti Damage	0	0
Delineators Replaced	21	21
Cross Walks Painted	127	215
Stop Bars Painted	84	195
Yield Bars Painted	63	123
Right Arrows Painted	26	34
Left Arrows Painted	77	191
Straight Arrows Painted	4	6
Stop (word) Painted	8	46
Only (word) Painted	38	63
Bike Symbol & Arrow	0	0
Install Street, bicycle, and pedestrian counters	7	7
Curb Painted (linear feet)	0	0

Weather Events

ACTIVITIES	QUANTITIES/COMMENTS	YTD
Snow and Ice Control	0	0
Rain Event/Flood Control	0	0
Wind	0	0



Carson City Regional Transportation Commission Request for Commission Information

RTC Meeting Date: October 11, 2017		
Time Requested:	10 Minutes	
То:	Regional Transportation Commission	
From:	Darren Schulz, Public Works Director	
Date Prepared:	October 2, 2017	
Subject Title:	Project Status Report	
Staff Summary:	Monthly Status Report for the Commission's Information	

List of Projects

- Blue Line ADA Sidewalk Improvements
- Carson City Freeway Multi-Use Path (Airport Road)
- Sierra Vista Lane Reconstruction
- Silver Sage Drive Reconstruction
- Pavement Preservation Projects on portions of Arterial & Collector Streets
 - Micro Seals
 - o Arrowhead Drive/ Medical Parkway
 - o Carson River Road
 - o Edmonds Drive/Snyder Avenue
 - Fifth Street
 - Koontz Lane
 - West College Parkway
 - Slurry Seals
 - Airport Road
 - Stewart Street
 - o William Street
- CDBG North Carson Street Improvements
- Battery Backup Improvements
- South Carson Street Improvements
- Carson City Freeway Multi-Use Path (Colorado Street)
- North Carson Street Rectangular Rapid Flashing Beacon (near Grocery Outlet)

Blue Line ADA Sidewalk Improvements

Project Name: Blue Line ADA Sidewalk Improvements Project Number: 031702 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2016-2017 Department: Public Works Total Estimated Cost: \$95,000 Project to Date Cost: \$95,000

Project Description

The project consists of replacing sidewalk ramps at intersections along the historic Blue Line Path to ADA standards.

Justification

The project will enhance safety as well as provide ADA-compliant ramps at intersections along the historic Blue Line.

Project Location

The following intersections will have improvements: Mountain Street and Robinson Street, Musser Street. and Mountain Street, Phillips Street and Robinson Street, Robinson Street and Elizabeth Street, and Nevada Street and King Street.

<u>Status</u>

The project is complete.



Carson City Freeway Multi-Use Path (Airport Road)

Project Name: Carson City Freeway Multi-Use Path (Airport Road) Project Number: 011706 and 011501 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2016-2017 (FY 2017-2018) Department: Public Works Total Estimated Cost: \$1,009,211 (95% federally funded) Project to Date Cost: \$61,000

Project Description

The project consists of the construction of approximately 7,860 linear feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements. Improvements to Airport Road will include pavement rehabilitation, drainage facilities, and sidewalk improvements.

Justification

This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.

Project Location

East and west of I-580 (Carson City Freeway) from Northridge Drive south to U.S. Highway 50, then east of I-580 to East Fifth Street. Improvements to Airport Road will be between Butti Way and Fifth Street.

<u>Status</u>

Preconstruction meeting was held on September 26th and construction will begin on October 9th.



Sierra Vista Lane Reconstruction Project

Project Name: Sierra Vista Lane Reconstruction Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2016-2017 & FY 2017-2018 Department: Public Works Total Estimated Cost: \$4,553,578 (95% federally funded) Project to Date Cost: \$57,500

Project Description

The project consists of reconstructing 2.5 miles of Sierra Vista Lane. Additionally, the project improves access to federal land by improving two trailhead-parking areas and will improve drainage facilities.

Justification

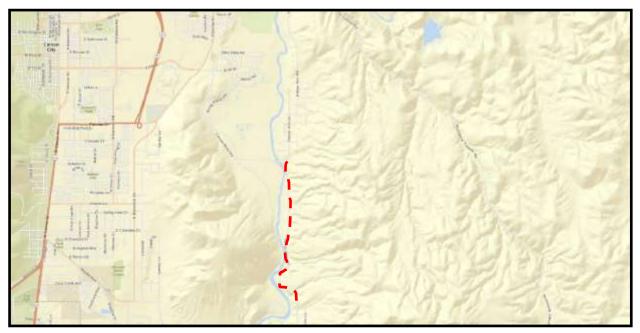
Sierra Vista Lane is in need of reconstruction because it is originally constructed out of recycled asphalt grindings and is rapidly deteriorating, creating unsafe conditions.

Project Location

Sierra Vista Lane, between Pinion Hills Road and Rio Vista Lane.

<u>Status</u>

100% design plans have been accepted. The BIA appraisal has been received and BIA has accepted the report. Staff is presenting private property easements to the RTC in October for acceptance. BLM has recently received the environmental report and is in the final stages of review to grant the right-of-way.



Silver Sage Drive Reconstruction Project

Project Name: Silver Sage Drive Project Number: 031706 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$748,000 (95% federally funded) Project to Date Cost: \$35,000

Project Description

The improvements to Silver Sage Drive are between Clearview Drive and Roland Street, and include a full reconstruction of the roadway.

Justification

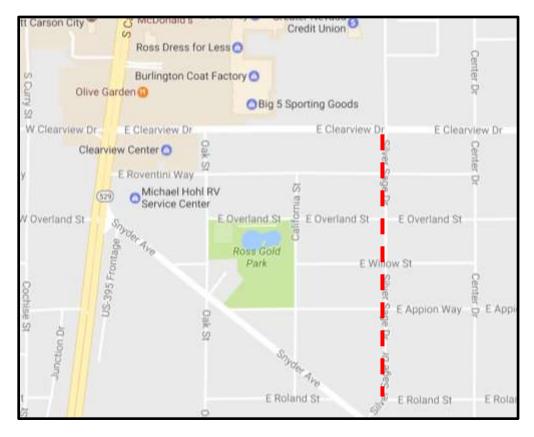
The pavement condition index for this section of roadway is poor and the roadway is a classified as a collector roadway.

Project Location

Silver Sage Drive between Clearview Drive and Roland Street.

Status

Received 60% comments from NDOT on September 18th and currently working on 90% plans for submittal to NDOT.



Micro Seal Project: Arrowhead Drive/Medical Parkway

Project Name: Arrowhead Drive/Medical Parkway Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$740,000 (includes six projects) Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Arrowhead Drive and Medical Parkway between Emmerson Drive and Silver Oak Drive, respectively.

<u>Status</u>

Project is complete.



Micro Seal Project: Carson River Road

Project Name: Carson River Road Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$740,000 (includes six projects) Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Carson River Road between Fifth Street and Sierra Vista Lane.

<u>Status</u>

Project is complete.



Micro Seal Project: Edmonds Drive/Snyder Avenue

Project Name: Edmonds Drive/Snyder Avenue Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$740,000 (includes six projects) Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Edmonds Drive between Fairview Drive and Snyder Avenue and a portion of Snyder Avenue between Edmonds Drive and Bigelow Drive.

Status

To be completed the week of October 2nd or October 9th, if weather permits.



Micro Seal Project: Fifth Street

Project Name: Fifth Street Project Number: 031709 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$740,000 (includes six projects) Project to Date Cost: \$10,000 (includes six projects)

Project Description

Slurry seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Fifth Street between Fairview Drive and Saliman Road.

<u>Status</u>

Project is complete.



Micro Seal Project: Koontz Lane

Project Name: Koontz Lane Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$740,000 (includes six projects) Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

Koontz Lane between Edmonds Drive and Carson Street.

<u>Status</u>

Project is complete.



Micro Seal Project: West College Parkway

Project Name: West College Parkway Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$740,000 (includes six projects) Project to Date Cost: \$10,000 (includes six projects)

Project Description

Micro seal to preserve roadway condition.

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road.

Project Location

West College Parkway between Carson Street and North Ormsby Boulevard.

<u>Status</u>

To be completed the week of October 2nd or October 9th, if weather permits.



Slurry Seal Project: Airport Road

Project Name: Airport Road Project Number: 031708 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$153,007 (includes three projects) Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Airport Road between U.S. 50 and College Parkway

<u>Status</u>

Project is complete



Slurry Seal Project: Stewart Street

Project Name: Stewart Street Project Number: 031708 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$153,007 (includes three projects) Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

Stewart Street between William Street and Carson Street

Status

Project set to be completed the week of October 2nd or October 9th, if weather permits



Slurry Seal Project: William Street

Project Name: William Street Project Number: 031708 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$153,007 (includes three projects) Project to Date Cost: \$5,000

Project Description

Slurry seal to preserve roadway condition

Justification

Based on current road conditions, the pavement preservation treatment will be effective in preserving the road

Project Location

William Street between Carson Street and Minnesota Street

<u>Status</u>

Project set to be completed the week of October 2nd or October 9th, if weather permits



CDBG North Carson Street Improvements

Project Name: CDBG North Carson Street Improvements Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$147,871 (100% federally funded) Project to Date Cost: \$2,000

Project Description

ADA improvements on North Carson Street

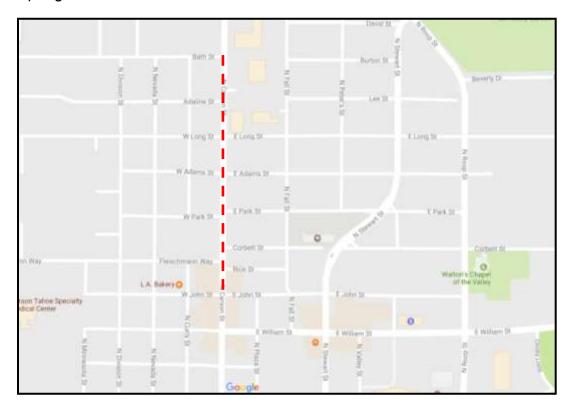
<u>Justification</u> Received CDBG grant award to make ADA improvements

Project Location

Portions of North Carson Street between Bath and John Streets, east side only

<u>Status</u>

Design is complete, bids will open mid-January, and construction will begin in early Spring 2018



Battery Backup Improvements

Project Name: Fiscal Year 2018 Intersection Improvements Project Number: N/A Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$112,483 Project to Date Cost: \$509

Project Description

Installation of battery backup systems (BBS) and retro-reflective back-plate borders at 12 signalized intersections in Carson City.

Justification

Battery backup systems and retro-reflective back-plate borders will provide increased safety and enhance motorist progression throughout Carson City.

Project Location

- Hwy 50 East and Deer Run Road
- Hwy 50 East and Fairview Drive
- Hwy 50 East and Airport Road
- Hwy 50 East and Lompa Lane
- Hwy 50 East and I-580
- I-580 and College Parkway
- I-580 and Fairview Drive
- US 395 and Clear Creek Road
- US 395 and Clearview Drive
- US 395 and Eagle Station Lane
- US 395 and Koontz Lane
- US 395 and Fairview Drive

<u>Status</u>

Received \$112,483 from NDOT, purchasing equipment and parts in progress.

South Carson Street Bicycle and Pedestrian Improvements

Project Name: South Carson Street Bicycle and Pedestrian Improvements Project Number: 031711 Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$1,178,490 (95% federally funded) Project to Date Cost: \$3,000

Project Description

Bicycle and pedestrian improvements along South Carson Street corridor between Fifth and Appion Way

Justification

Carson City received a TAP grant for \$750,000 for bicycle and pedestrian improvements, as well as STBG in the amount of \$372,372

Project Location

South Carson Street between Fifth Street and Roland Street (includes portion of the Frontage Road)

<u>Status</u>

Survey work is 50% complete and the City is in the process of assembling the design team



Carson City Freeway Multi-Use Path (Colorado Street)

Project Name: Carson City Freeway Multi-Use Path (Colorado Street) Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$651,950 (95% federally funded) Project to Date Cost: \$1,000

Project Description

Construct 4,200 feet of multi-use path and associate improvements

Justification

A TAP grant was approved by NDOT

Project Location

West side of I-580 from linear ditch path to Colorado Street

<u>Status</u>

NDOT agreement approved, waiting for the Notice to Proceed with design.



North Carson Street Rectangular Rapid Flashing Beacon (near Grocery Outlet)

Project Name: Grocery Outlet RRFB Project Project Number: TBD Fund Number: 250 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$15,000 Project to Date Cost: \$0

Project Description

Installing a Rectangular Rapid Flashing Beacon (RRFB) at the crosswalk located North of the Grocery Outlet parking lot on North Carson Street. The pedestrian curb ramps will also be reconstructed by Carson City's concrete crew.

Justification

The installation of the RRFB will increase the safety of pedestrians crossing North Carson Street at this mid-block crosswalk.

Project Location

North Carson Street, just north of the Grocery Outlet parking lot.

<u>Status</u>

Construction planned to start on October 16th.



South Carson Street Resurfacing and Complete Streets Project

Project Name: South Carson Street Resurfacing and Complete Streets Project Project Number: 031801 Fund Number: 257 Fund Name: RTC Source of Funding: FY 2017-2018 Department: Public Works Total Estimated Cost: \$4,100,000 Project to Date Cost: \$1,000

Project Description

Resurfacing and Complete Streets improvements on South Carson Street corridor between Fifth and Appion Way

Justification

Project Location

South Carson Street between Fifth Street and Roland Street

<u>Status</u>

Survey work is 50% complete and the City is in the process of assembling the design team

