

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *alal*

BOARD AGENDA # \*C-5

Urgent  Routine

AGENDA DATE January 27, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Authorize the Director of Public Works to Negotiate and Execute an Agreement with Rajappan & Meyer Consulting Engineers for Professional Services for the Preparation of the Project Approval and Environmental Document (PA&ED) Phase for the State Highway 99 at Hammett Road Interchange Project

STAFF RECOMMENDATIONS:

1. Authorize the Director of Public Works to negotiate and execute an agreement with Rajappan & Meyer Consulting Engineers for professional services for the preparation of the Project Approval and Environmental Document (PA&ED) phase of the State Highway 99 at Hammett Road Interchange Project.
2. Authorize the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The contract for the PA&ED phase of work for the State Highway 99 at Hammett Road Interchange Project will be funded with the voluntary regional transportation contribution received from Kaiser Permanente in 2004 of \$2.3 million (current balance-includes interest earnings). These funds were provided by Kaiser Permanente to mitigate traffic impacts in the Salida area. The anticipated cost of the services for the Hammett Road interchange is \$955,800. Balance of Kaiser's contribution: \$2.3 million less \$998,800 (Kiernan Avenue Interchange) less \$955,800 (Hammett Road Interchange) for a final balance of \$346,200.

BOARD ACTION AS FOLLOWS:

No. 2009-82

On motion of Supervisor Monteith, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Authorize the Director of Public Works to Negotiate and Execute an Agreement with Rajappan & Meyer Consulting Engineers for Professional Services for the Preparation of the Project Approval and Environmental Document (PA&ED) Phase for the State Highway 99 at Hammett Road Interchange Project

DISCUSSION:

Stanislaus County, in cooperation with the California Department of Transportation (Caltrans) District 10, proposes to reconstruct the State Route 99 (SR 99)/Hammett Road interchange in the community of Salida. This project will help to alleviate traffic congestion and improve operations at this interchange. The area is experiencing increased growth which will yield higher traffic volumes on the existing facilities, and a future roadway connect to the eastern communities will introduce new regional traffic volumes as well. Two build alternatives and the no-build alternative are proposed for further consideration at this interchange. The two build alternatives for the Hammett Road interchange range in cost from \$68.9 to \$90.7 million (in today's dollars) for construction and right of way acquisition. The project is proposed for funding by Stanislaus County Public Facilities Fees and State Transportation Improvement Program funds.

The proposed interchange improvements include the reconstruction of the existing interchange to provide improved operations for turning movements to and from State Route 99, as well as the associated local road improvements at adjacent intersections.

The interchange is located in the north part of Stanislaus County and on the northern edge of the City of Modesto, providing access to commercial and residential properties in the community of Salida. This area has undergone rapid commercial and residential development resulting in the generation of considerable traffic to the interchange.

The Stanislaus County Board of Supervisors adopted the "Salida Now" initiative in August 2007, which provides infrastructure funding for industrial and commercial development. With a population of about 14,000, Salida is the largest town in unincorporated Stanislaus County. Salida's location along SR 99 at the far northern end of the County puts it within long-distance commuting range of the Bay Area. Stanislaus County is underway with the adoption of the Salida Community Plan, which will define the growth parameters of the Salida area for the next 20 years.

The Stanislaus County Department of Public Works has completed the planning phase of this project and has produced a Project Study Report (PSR). The PSR was funded with contributions from developers in conjunction with the Salida Community Plan.

On November 18, 2008, the Board approved a Cooperative Agreement between the County and Caltrans that allows work to continue on the next phase of the project. The next project phase is formally known as Project Approval and Environmental Document (PA&ED).

The Cooperative Agreement between the County and Caltrans stipulates that the design work and environmental documentation to complete this phase will be performed and paid for by Stanislaus County. Caltrans will provide and fund their Independent Quality Assurance (IQA) and costs incurred in their role as Lead Agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for the review, comment and approval of the project environmental documentation.

Approval to Authorize the Director of Public Works to Negotiate and Execute an Agreement with Rajappan & Meyer Consulting Engineers for Professional Services for the Preparation of the Project Approval and Environmental Document (PA&ED) Phase for the State Highway 99 at Hammett Road Interchange Project

In anticipation of the next phase of this project, the Public Works Department in early November 2008 issued a Request for Proposal (RFP) to perform the PA&ED phase for this project. The proposals were due at the beginning of December 2008. Three proposals were received, evaluated, and scored by the Department of Public Works. From those evaluations, Rajappan & Meyer Consulting Engineers was considered the most qualified firm to complete the PA&ED phase on behalf of the County.

**POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

CB/la L:\Chris Brady\Kiernan-Hammett\Rajappan & Meyer Agree - Hammett

## AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type  
Category  
Source  
Currency  
Budget Name  
Batch Name  
Journal Name  
Journal description  
Period  
Organization

Budget  
Budget - Upload  
USD  
LEGAL BUDGET

BO#  
Set up budget for the Hwy 99 @ Hammett PA & ED  
JUL-08 to JUN-09  
Stanislaus Budget Org

Line	Coding Structure							Debit		Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6		incr appropriations decr est revenue	decr appropriations incr est revenue		
1	1104	40340	87500	0	0	0	0	955,800.00			
2	1102	40310	87500	9210	0	0	0		955,800.00		
3	1102	40310	63280	9210	0	0	0	955,800.00			
4								.0			
5								.0			
6								.0			
7								.0			
8								.0			
9								.0			
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20								.0			
21								.0			
22								.0			
23								.0			
24								.0			
25								.0			
Totals								1,911,600.00	955,800.00		

Set up budget for the Hwy 99 @ Hammett PA & ED

**Requesting Department**

Sharon Andrews  
Signature  
1/14/09  
Date

**CEO**

Signature  
1/20/09  
Date

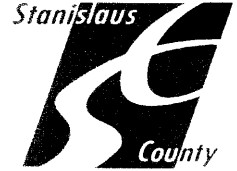
**Auditors Office Only**

Prepared By  
Date

Admin Approval (\$75K+)  
1/15/09  
Date

Contact Person & Phone Number

**AUDITOR-CONTROLLER  
STANDARD JOURNAL VOUCHER**



**BATCH SCREEN**

Batch   
 Period   
 Description

**JOURNAL SCREEN**

Journal   
 Category   
 Balance Type  A = Actual or E = Encumbrance  
 Description   
 Control Total

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	1104	40340	87500	0	0	0	0.0	955,800.00		
2	1102	40310	87500	9210	0	0	0.0		955,800.00	
3							0			
4							0			
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6							0			
7							0			
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9							0			
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20							0			
21							0			
22							0			
23							0			
24							0			
25							0			
26							0			
27							0			
<b>Totals</b>								955,800.00	955,800.00	

Explanation: Transfer funds to the Hwy 99 @ Hammett PA & ED

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS			
Prepared by	Supervisor's Approval	Prepared By	Admin Approval (\$75K+)
1/14/09	1/22/09	1/12/09	
Date	Date	Date	Date

**STANISLAUS COUNTY  
PROFESSIONAL SERVICES AGREEMENT FOR  
HIGHWAY 99 & HAMMETT ROAD INTERCHANGE – PA/ED PHASE**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Rajappan & Meyer Consulting Engineers, Inc., hereinafter referred to as "Consultant".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Responses are attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital

status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedules set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedules"). Consultant's compensation shall in no case exceed \$955,000 for the Hammett Road interchange project.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

## **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project

Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue for a period of twenty four (24) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

#### **5.0 INSURANCE REQUIREMENTS**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:



(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.1.1. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The County of Stanislaus and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with County."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to County of Stanislaus."

(c) Other insurance: "Any other insurance maintained by the County of Stanislaus shall be excess and not contributing with the insurance provided by this policy."

5.2. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.3. Certificates of Insurance: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d)

automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.4. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.5. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6. Endorsements: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.7. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.8. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

5.9. Certificates of Insurance: At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

6.4. Patent Rights: Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**If to County:**

Stanislaus County Public Works  
Attn: Chris Brady, Senior Civil Engineer  
1716 Morgan Road  
Modesto, CA 95358

**If to Consultant:**

Rajappan & Meyer Consulting Engineers, Inc.  
Attn: Keith Meyer, Vice-President  
1038 Leigh Avenue, Suite 100  
San Jose, CA 95126

7.5. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.6. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.7. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.8. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.9. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Consultant. County shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

7.10. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.11. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.12. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.13. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as

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expressly provided herein.

7.14. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.15. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.16. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.17. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.18. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.19. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

7.20. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

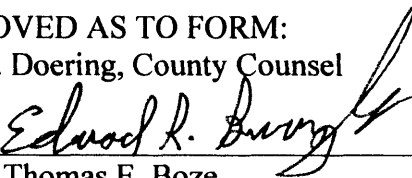
Rajappan & Meyer Consulting Engineers, Inc.

By: \_\_\_\_\_  
Matthew Machado, Director  
Department of Public Works

By: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

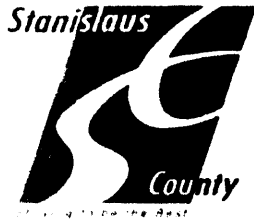
APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
for Thomas E. Boze  
Deputy County Counsel

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**





**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado**  
Director

1010 10<sup>th</sup> Street, Suite 3500, Modesto, CA 95354-0847  
Phone: 209.525.6550

Date

«FirstName» «LastName»  
«Company»  
«Address1»  
«City», «State» «PostalCode»

Subject: Request for Proposal – Route 99 Interchanges at Hammett Road and Kiernan Avenue

Dear Insert Prefix «LastName»:

The Stanislaus County Department of Public Works (Department) is soliciting two separate proposals to provide professional consulting services for Project Approval and Environmental Documentation (PA&ED) clearance for two interchanges: 1) the Route 99/Hammett Road interchange; and 2) the Route 99/Kiernan Avenue interchange, both in northern Stanislaus County. Funding is currently available for this phase of the project.

Stanislaus County is also soliciting supplemental proposals for the design phase of the projects. Should funding become available at completion of the PA&ED phase, it is our desire to be able to amend the consultant contract to move directly to the design and right of way acquisition phase of the project. If you are interested in proposing for this supplemental phase, please submit separate proposals from the PA&ED proposals and for each interchange.

## **INTRODUCTION**

The Stanislaus County Department of Public Works (Department) is the project sponsor to plan, design and construct two interchange improvement projects in northern Stanislaus County, one at the Route 99/Hammett Road interchange, and the other at the Route 99/Kiernan Avenue interchange. Separate Project Study Reports (PSRs) are underway by the County's consultants for each project. Each PSR describes and analyzes existing and forecasted conditions, alternatives considered, environmental issues, and includes approved geometrics, bridge studies, storm water data, right of way data, design exceptions and construction cost estimates. Design studies have been developed to meet future 2035 traffic forecasts based on Salida Community Plan model. These studies can be accessed at [www.stancounty.com/publicworks/](http://www.stancounty.com/publicworks/).

The work effort in this RFP will evaluate project alternatives developed in the Project Study Report for each interchange, and develop a preferred alternative and environmental clearance separately for each interchange. All work will be in conformance with the Caltrans Project Development Procedures Manual and the Caltrans Environmental Handbook.

This Request for Proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the

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ADMINISTRATION FAX: (209) 525-6507 ♦ GIS/ TRANSIT FAX: (209) 525-4332  
IT FAX: (209) 525-6525 ♦ ENGINEERING FAX: (209) 525-4188, (209) 525-4183 ♦ ROAD MAINTENANCE FAX: (209) 525-4140

**STRIVING TO BE THE BEST COUNTY IN AMERICA**

submitted proposals. The Department may retain one consultant for both interchange projects or separate consultants for each interchange project. There shall be separate proposals for each interchange.

## **PROJECT DESCRIPTION**

The SR 99/Kiernan Avenue (SR 219) and SR 99/Hammett Road interchanges are located in the north part of Stanislaus County. The Kiernan Avenue (SR 219) interchange is on the northern edge of the City of Modesto, providing access to existing commercial and residential properties in the Community of Salida and the SR 219 corridor. The SR 99/Hammett Road interchange is located near the border with San Joaquin County providing access to the future North County Expressway, emerging commercial and residential properties.

The Salida area is undergoing rapid commercial and residential development, which has resulted in generating considerable traffic to the interchange. With a population of about 14,000, Salida is the largest town in unincorporated Stanislaus County. Salida's location along Highway 99 at the far northern end of the county puts it within long-distance commuting range of the Bay Area. The County is now underway with the adoption of the Salida Community Plan, which will define the growth parameters for the next 20 years of the Salida area. Due to projected housing and commercial growth in the Salida area, the existing interchanges at Kiernan Avenue/Route 219 and Hammett Road must be reconstructed to accommodate forecasted traffic.

The proposed interchange improvements at each location include reconstruction of the existing bridges and ramps to provide improved operations for turning movements to and from Route 99, as well as associated local road improvements at adjacent intersections. At the Kiernan/Route 219 interchange, construction of auxiliary lanes in both northbound and southbound directions are included on Route 99 from Kiernan Avenue to Pelandale Avenue.

The Project Approval and Environmental Documentation (PA&ED) phase activities will carry the alternatives identified in each PSR document through the Caltrans PA&ED process; evaluating alternatives for environmental impacts; selecting a preferred alternative; public outreach; and obtaining the environmental clearance for each interchange.

## **SCOPE OF SERVICES**

The Consultant's scope of services to be provided includes all studies and activities for providing engineering updates, environmental studies, developing the draft and final environmental document, and developing the draft and final project report for each project. This work shall be performed in accordance with the California Department of Transportation (Caltrans) guidelines including the Caltrans Project Development Procedures Manual, Standard Environmental Reference, Highway Design Manual, all governing local agency guidelines and criteria, and other appropriate manuals for the PA&ED process.

The Consultant shall provide professional services to manage and coordinate the elements of work to provide supplemental surveys and base mapping, geotechnical studies, traffic studies, alternative analyses and updated geometric approval drawings, utility analysis, right of way estimates, value analysis, updated structure advanced planning studies, hydrology/hydraulics studies, updated storm water data reports, constructability review, construction cost estimates, environmental technical studies, perform public outreach, and additional services as may be required for the timely completion and approval of the PAVED phase for each interchange.

Stanislaus County is the project sponsor for each interchange improvement. The California Department of Transportation (Caltrans) will be the lead agency for environmental clearance. The scope of services shall be based on Caltrans Work Breakdown Structure. The Consultant should develop their unique approach to clearly define the project tasks and deliverables required to successfully complete and gain approval of each project evaluation.

### **Environmental Document**

The anticipated environmental document for the Interchange Projects will be a combined Environmental Impact Statement (EIS), prepared pursuant to the National Environmental Policy Act (NEPA), and an Environmental Impact Report (EIR), prepared pursuant to the requirements of the California Environmental Quality Act (CEQA). Caltrans, as assigned by the Federal Highway Administration, would act as the lead agency under NEPA and CEQA.

- a) **Administrative Draft EIS/EIR** – Consultant shall prepare an Administrative Draft EIS/EIR in conformance with the document outline posted on the Caltrans SER. The document will summarize the alternatives development and screening process; document the project Purpose and Need, results of environmental technical studies, project impacts and mitigation measures; and summarize the public/agency consultation and coordination process conducted as part of environmental compliance.
- b) **Draft EIS/EIR** – Consultant shall prepare, publish and distribute the Draft EIS/EIR/Section 4(f) Evaluation. Upon receipt of approval to circulate from Caltrans, the EIS/EIR will be circulated for a 45-day public review after relevant notices are prepared and circulated. Up to two public hearings to meet NEPA/CEQA requirements will be held during this period to obtain public and agency comments.
- c) **Final EIS/EIR** – Consultant shall undertake activities necessary for the production of the Final EIS/EIR. This will include incorporating responses to comments received during the public circulation period and focusing on the identified preferred alternative. The Final EIS/EIR will include records of consultations, which must be concluded prior to publication of the Final EIS/EIR.

### **SUPPLEMENTAL PROPOSALS (DESIGN AND RIGHT OF WAY PHASES)**

These tasks will follow the Guide to Capital Project Delivery Workplan Standards Release 10.0 from Milestone 210 through Milestone 500 and fundamentally includes the following tasks:

- Begin Design
- Geometric base map
- R/W requirements
- Skeleton Layouts
- 30% PS&E Review
- 60% PS&E Review
- 95% PS&E Review
- Environmental Reevaluation
- Structural PS&E
- Right of Way Certification

- Contract Documents
- Advertise and Award
- Construction support

## PROPOSAL REQUIREMENTS

In addition to addressing the above items, the Department requests that the following items be addressed and included in each proposal:

- Describe the firm's interest in providing the scope of services for the project. The person authorized by the firm to negotiate a contract with Stanislaus County shall sign the letter. Include the name, phone number, fax number and e-mail address of a contact person for the qualifications process. Provide the legal name and address of the consultant's company, as well as the address of the office where the project manager will reside and where a majority of the work will be performed. Include the number of years consultant's company has been in business, the stability of the company, the legal form of the company and any other relevant information concerning whether the consultant may or may not be financially capable of completing this project.
- Describe the consultant's experience preparing Environmental Documents and Project Reports for similar projects and familiarity with the information that supports the specific Hammett Road and Kiernan Avenue Interchange projects. Provide five references for similar projects in District 10/Central Region.
- Identify key personnel for prime consultant and subconsultants assigned to the projects, including the work load of the project manager and key team members and their availability to complete the scope of services.
- Describe the consultant's proposed understanding of project issues and approach for developing and gaining approval of an Environmental Document and Project Report for each interchange. Identify the proposed schedule for completion of PA/ED for each interchange project and methods to accelerate delivery. Identify the Consultant's approach to Quality Assurance/Quality Control.
- Identify level of effort by key personnel and estimated fees to complete PA/ED activities for each interchange. The fee proposal for each interchange must separate each project into milestones and tasks as identified in the Caltrans "Project Development Procedures Manual" and "Guide to Capital Project Delivery Workplan Standards Release 10.0," and must show the associated fees associated with the work to be accomplished. Subconsultant fees must be clearly indicated.

## SUPPLEMENTAL PROPOSAL REQUIREMENTS

The requirements for the Design and Right of Way proposals are the same as above. Proposals must be separate from the PA&ED proposals. Proposals must be submitted for each interchange project.

## CONSULTANT SELECTION PROCESS

Consultant qualifications will be evaluated by County staff and Caltrans staff and other agencies as determined necessary. The proposal will be evaluated, at a minimum, based on the following:

- Your understanding of the work to be performed
- Your firm's experience with similar kinds of work
- The qualifications and availability of staff for the project
- Your use of innovative techniques for successful project delivery
- References
- Cost proposal

## SUBMITTALS

Qualifications Submittal. The Proposal is to be limited to 50 pages total. Ten (10) copies of **EACH** proposal are due in this office by 3:00 P.M. on Monday, December 8, 2008. Please submit your proposal to:

Chris Brady, P.E., Project Manager  
1716 Morgan Road  
Modesto, CA 95358

If your firm is shortlisted, interviews will be held the week of December 15, 2008. It is anticipated that the contract(s) can be executed and a notice to proceed issued in December. With the proposal, please include your fee proposal separately for each interchange. The fee proposal for each interchange must separate the project into milestones and tasks as identified in the Caltrans Project Development Procedures Manual and provide the associated fees that define the work to be accomplished. Subconsultant fees must be clearly indicated.

Late Submittal. Stanislaus County shall deem a submittal is late if received at any time after 3:00 P.M. on Monday, December 8, 2008. This is a firm deadline and no submittals will be accepted after this time. Postmarks will not be accepted.

Disqualification. Failure to comply with the requirements of the RFP may result in disqualification. Stanislaus County is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in submittals. If a submittal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. Errors and ambiguities in submittals, including project cost estimate, will be interpreted in the favor of Stanislaus County.

Amendments to RFP. Stanislaus County reserves the right to amend the RFP by addendum or to waive minor irregularities. If necessary, the submittal deadline will be extended to allow proposers additional time to respond to the RFP addendum.

Inquiries. All questions regarding the RFP must be received in writing via mail, email or hand delivery no later than December 1, 2008 addressed to:

Chris Brady, P.E., Project Manager  
1716 Morgan Road  
Modesto, CA 95358

(209) 262-5887  
bradyc@stancounty.com

Anticipated Schedule.

<u>Activity</u>	<u>Date</u>
RFP Distributed	November 6, 2008
Submittal Deadline	December 8, 2008
Review completed	December 12, 2008
Interview	Week of December 15, 2008
Top-ranked Consultant selected	December 19, 2008
County BOS Approves Contract	January 13, 2008

If you have any questions regarding this Request for Proposals, please call Chris Brady at (209) 262-5887, or email bradyc@stancounty.com

Sincerely,

Matt Machado  
Director of Public Works



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado**  
Director

1010 10<sup>th</sup> Street, Suite 3500, Modesto, CA 95354-0847  
Phone: 209.525.6550

November 13, 2008

Name  
Company  
Address  
Address

Subject: Addendum #1 to the Request for Proposal – Route 99 Interchanges at Hammett Road and Kiernan Avenue

Dear Name:

The Stanislaus County Department of Public Works would like to amend the recently distributed Request for Proposal for the Route 99 Interchanges at Hammett Road and Kiernan Avenue.

The clarification is on page 3 of the RFP under the section entitled Environmental Document. The Environmental Document section should be revised to read:

**Environmental Document**

The environmental document for each interchange is anticipated to be a combined Environmental Assessment/FONSI, prepared pursuant to the National Environmental Policy Act (NEPA), and an Initial Study/Negative Declaration, prepared pursuant to the requirements of the California Environmental Quality Act (CEQA). Caltrans, as delegated by the Federal Highway Administration, will act as the lead agency under NEPA and CEQA.

- a) **Administrative Draft IS/EA** – Consultant shall prepare an Administrative Draft IS/EA in conformance with Caltrans Guidelines for Environmental Studies. The document will summarize the alternatives development and screening process; document the project Purpose and Need, results of environmental technical studies, project impacts and mitigation measures; and summarize the public/agency consultation and coordination process conducted as part of environmental compliance.
- b) **Draft IS/EA** – Consultant shall prepare, print and distribute the Draft IS/EA in coordination with Caltrans requirements. Upon receipt of approval to circulate from Caltrans, the Draft IS/EA for each interchange will be circulated for a 30-day public review after relevant notices are prepared and circulated. One public hearing to meet NEPA/CEQA requirements will be held during this period to obtain public and agency comments.
- c) **Final IS-ND/EA-FONSI** - Consultant shall undertake activities necessary for the production of the Final Initial Study-Negative Declaration/Environmental Assessment-Finding of No Significant Impact. This will include incorporating responses to comments received during the public circulation period and focusing on the identified preferred

alternative. The Final IS-ND/EA-FONSI will include records of consultations, which must be concluded prior to publication of the Final IS-ND/EA-FONSI.

If you have any questions regarding this Addendum to the Request for Proposals, please call me at (209) 262-5887, or email [bradyc@stancounty.com](mailto:bradyc@stancounty.com).

Sincerely,

Chris Brady, P.E.  
Project Manager



**EXHIBIT B**

**CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL**

# PROPOSAL



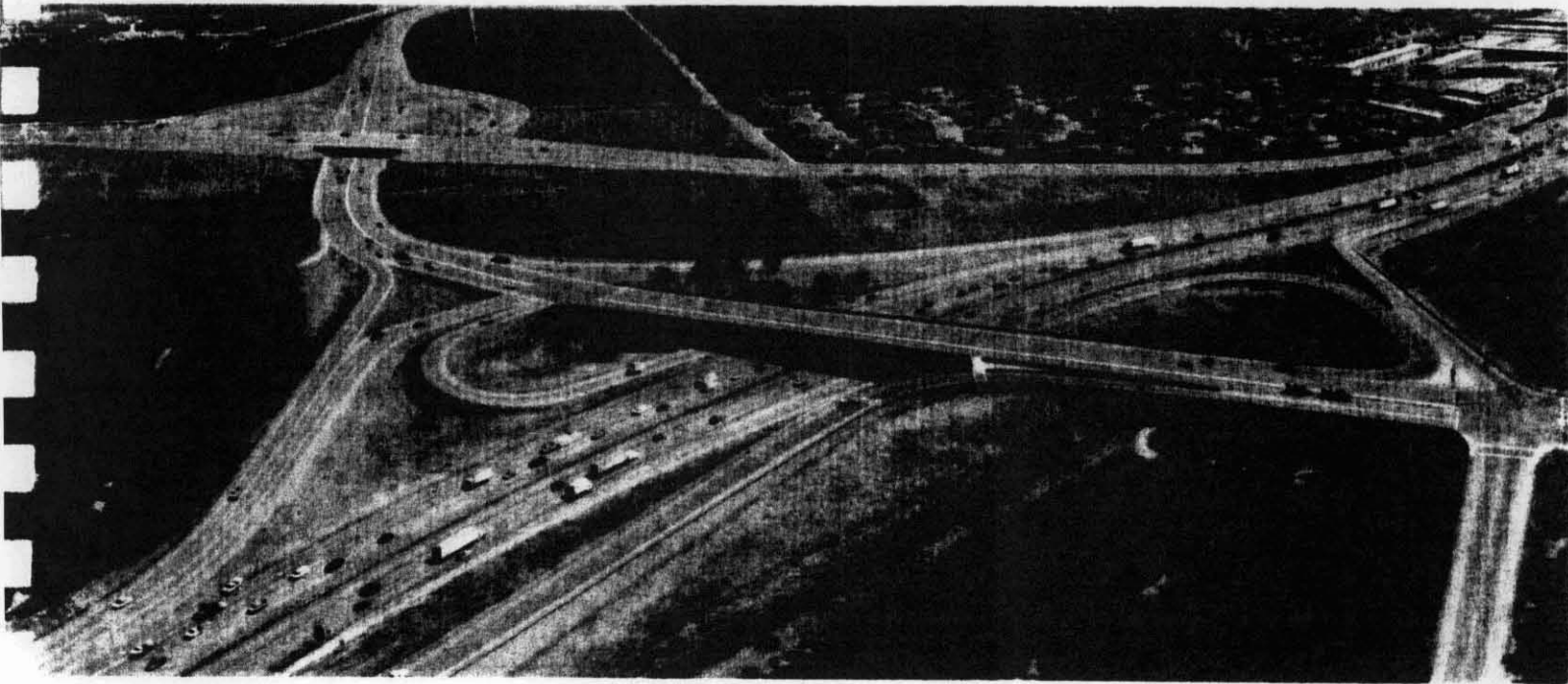
to the

**Stanislaus County**

**Department of Public Works**

for

## **Project Approval & Environmental Documentation Services Hammett Road/Route 99 Interchange**



*submitted by*

**RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.**

*with support from*

LSA ASSOCIATES • FEHR & PEERS TRANSPORTATION CONSULTANTS  
NOLTE • KLEINFELDER • ALLIANCE ELECTRICAL CONSULTANTS  
JUDITH BUETHE COMMUNICATIONS • GAMBONI LANDSCAPE ARCHITECTS  
ASSOCIATED RIGHT OF WAY SERVICES • MARTIN HSU CVS ASSOCIATES

*December 8, 2008*

**R M**

December 8, 2008

Mr. Chris Brady  
Project Manager  
Stanislaus County Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358

RE: Proposal for PA&ED Services on the Hammett Road/Route 99 Interchange

Dear Mr. Brady,

Thank you for inviting Rajappan & Meyer Consulting Engineers, Inc. (R&M) to submit our Proposal for PA&ED Services on the Hammett Road/Route 99 Interchange Project. We are delighted to have been part of the project development process for this interchange, and feel that our capabilities and experience are second to none for the next phase of project approval. We plan to continue this phase of work seamlessly and execute the effort with our typical enthusiasm and technical expertise.

#### **FIRM'S INTEREST**

Rajappan & Meyer Consulting Engineers, Inc. (R&M) is uniquely qualified and experienced for the Caltrans Project Approval and Environmental Documentation phase on this project, as well as future design phases. We have been under contract to the County since the inception of the project development activities, having maintained continuity and project momentum from the beginning. We look forward to supporting the County in the next phases of project development for both the Hammett Road interchange and the Kiernan Avenue interchange, as a logical extension of our current project activities.

#### **TEAM INFORMATION**

R&M is a California Corporation in continuous business since 1994, with exclusive focus on transportation design projects for public agencies. We will be supported by nine firms on this project, all of whom have worked closely with R&M on past projects from project initiation through construction. We have selected these firms to support us based on the project requirements, depth of resources, expertise, local knowledge, working relationships with local agencies and Caltrans, and their successful working relationship with R&M:

- *LSA Associates will provide environmental analysis, report preparation and permitting.*
- *Fehr & Peers Transportation Consultants will be responsible for traffic forecasts and operations analysis.*
- *NOLTE will provide surveying, mapping, hydraulic analysis and right of way engineering.*
- *Kleinfelder will provide foundation reports and geotechnical information.*
- *Alliance Electrical Consultants will provide utility, traffic signal, ramp metering and lighting design.*
- *Judith Buehe Communications will provide public outreach support and communication.*
- *Gamboni Landscape Architects will provide landscaping and irrigation design services.*
- *Associated Right of Way Consultants will provide right of way appraisals and data sheets.*
- *Martin Hsu CVS will provide VA study management and reporting.*

We believe the R&M Team is extremely well suited to simultaneously develop and gain approval of both the Hammett Road and Kiernan Avenue Interchange projects, as defined by your selection criteria:

- Project Understanding and Approach. We have developed a time-tested work approach that will enable an integrated project delivery process and resolution of technical issues in the most expeditious time frame possible. All work submittals will be completed in conformance with Caltrans requirements and will be perfected under our in-house quality assurance program. An important point about our experience is that we carry the majority of projects from planning-level through final design. This results in a complete understanding of the design implications and true project implementation costs at the planning and environmental stages.
- Experience with Similar Projects. R&M is uniquely experienced with the requirements for the design of this project based on our past history. Within Caltrans District 10 alone, R&M has been the Prime Consultant for the following similar projects:
  - *Route 99/Hammett Road and Kiernan Avenue interchanges - Stanislaus County (PSR)*
  - *Route 132 Widening - StanCOG (PR, PS&E)*
  - *Route 99/Jack Tone Road Interchange - SJCOG and City of Ripon (PSR, PA&ED, PS&E)*
  - *Route 99/Arch Road interchange - San Joaquin COG (PSR, PA&ED, PS&E)*
  - *I-205 Auxiliary Lanes - San Joaquin COG (PSR, PA&ED, PS&E)*
  - *I-5 North Corridor Improvement Project - City of Stockton (PSR, PA&ED, PS&E)*
  - *I-5/Eight Mile Road Interchange - City of Stockton (PSR, PA&ED, PS&E)*
- Qualifications and Availability of Key Team Members. The R&M team has proven experience in designing complex interchange projects, with complicated land use, geometric, construction, right of way, and environmental issues. Our project manager, Keith Meyer, is very knowledgeable regarding the design issues, Caltrans policies and procedures for this project, and has an excellent working relationship with Caltrans and County staff. In addition, this team has worked together on many other major highway projects, including several within District 10. Most recently, we have completed PA&ED phase activities on a fast-paced CMIA project for construction of I-205 Auxiliary Lanes Project in Tracy, simultaneously with the completion of the Draft EIR/EA for one of the largest projects in District 10, the \$500 million I-5 North Stockton Improvement Project.
- Innovative Techniques. R&M is in a unique position for this work, having already completed all Traffic Operations, topographic mapping, GAD, Design Exceptions, APS, SWDR, RWDS and estimates for the current alternatives. As a result, we anticipate minor changes and updates for the PA&ED phase to all documents, after approval of revised traffic forecasts by Fehr & Peers. Given our recent successes on the I-205 and I-5 Environmental Documents, our team is completely up-to-speed on Central Region preferences and methods for environmental documentation.

We understand the importance of this interchange to the County and as it realizes implementation of the Salida Area Plan. We are therefore targeting an aggressive 14-month schedule for the PA/ED. Assuming a Notice to Proceed is issued by January 2009, we would anticipate completing initial studies in the Spring 2009. Upon concurrence of the updated geometric drawings, technical engineering studies would be completed in the summer of 2009 and the Environmental Document would be approved in January 2010 with PA&ED complete in March 2010.

Pending the availability of funding, design of the interchange improvements could begin in late 2009 and would be complete by early 2011 (presuming construction by the County). Construction could begin by summer 2011 with completion in Fall 2013.

- References. R&M works hard to please our clients and to help them deliver complicated projects. Our attention to detail, perseverance, and focus on "getting the job done right" have all resulted in an uninterrupted record of success for the last 15 years. We are pleased that every existing client of R&M is a repeat client. We encourage the County to contact our references.
- Cost Proposal. With our team being the most familiar about the issues associated with this project, we believe we will be able to provide the most cost effective services for the County. We have estimated the budget for the PA&ED phase to be \$955,000.

## **PROPOSAL CONTENTS**

Our proposal is structured in response to the County's request as follows:

Cover Letter -	Firm's Interest and Authorized Contact
Section A -	Company History and Financial Capability, Consultant's Experience and References
Section B -	Staffing Plan, Key Personnel and Availability
Section C -	Proposed Understanding, Work Approach and Schedule
Section D -	Level of Effort and Estimated Fees

We would like to emphasize that R&M has been and will continue to be committed to the County for the "long haul". We have thus structured our team, schedule, budget and work approach to continue working on both Hammett Road and Kiernan Avenue interchange projects simultaneously for both PA&ED phase and final design phase efforts, should the County choose to select the R&M Team for all work.

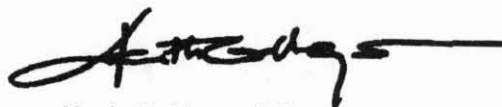
Again, thank you for providing us with this great opportunity to continue our enjoyable working relationship with Stanislaus County. We look forward to hearing from you and getting started on the next phases!

I will be the contact and person authorized to negotiate for this project, and can be reached at:

Phone: 408-280-2772 Cell: 408-781-4003 Email: keith@rmengineers.com

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.



Keith G. Meyer, P.E.  
Vice President

## SECTION C PROJECT UNDERSTANDING AND APPROACH

This section details our understanding of the Hammett Road Interchange Project, issues that will require resolution during PA&ED, and our work plan for completing environmental studies, updating the preliminary design and preparing environmental documentation and the Project Report.

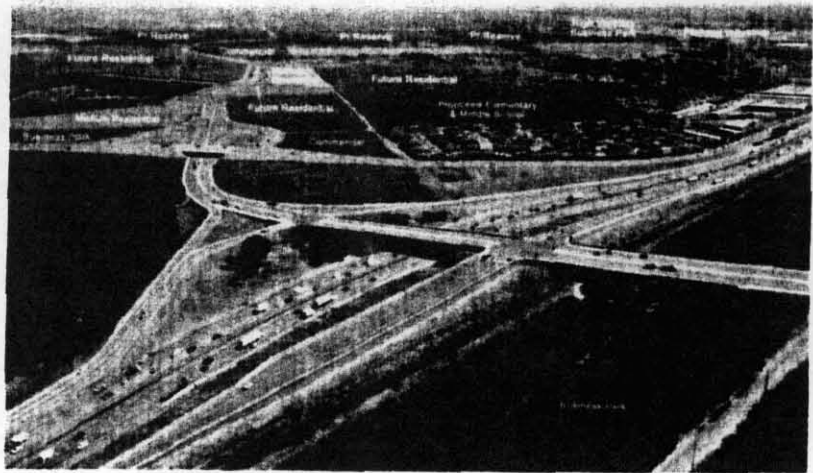
### PROJECT DESCRIPTION

The proposed project involves reconstruction of the existing interchange at Route 99 and Hammett Road, including the overcrossing, on and off-ramps, and roadway segments within the interchange area. Effectively, a new interchange will be constructed in place of the existing interchange. On and off-ramps will be widened to accommodate greater traffic volumes entering and exiting the mainline. The new bridge will be on a new alignment to the north of the existing alignment (for stage construction purposes) and will have a six-to-eight-lane cross section that conforms with a eight-lane cross section for the future Hammett/Ladd Road extension to the east. Additional improvements will be required at the Pirrone Road connection to Hammett/Ladd Road, which forecasted volumes indicate will need to be a grade separated interchange.

Two alternatives plus the No Build alternative are planned to be considered in the PA&ED phase of the proposed interchange. For each alternative on ramps would include provisions for ramp metering and high occupancy vehicle bypass lanes. No auxiliary lanes are planned on Route 99 between Hammett Road and Kiernan Avenue to the south or between Hammett Road and Main Street to the north.

#### Alternative 1 - Modified Diamond Interchange

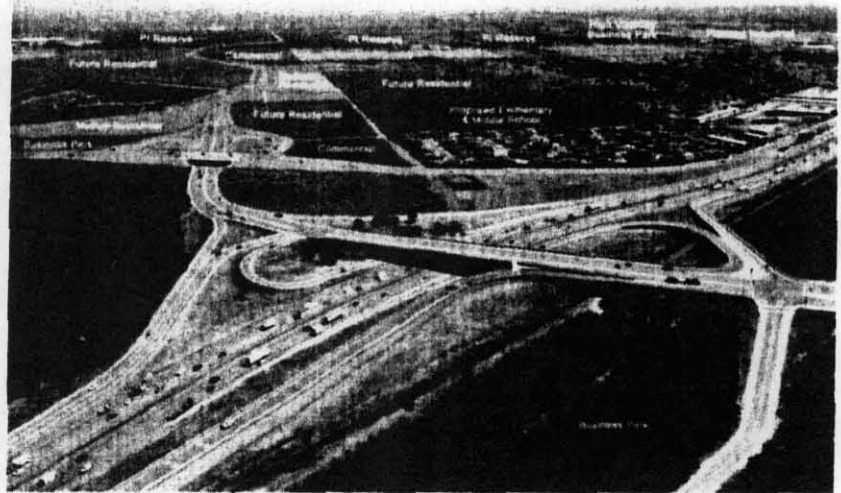
In this alternative, the existing interchange ramps, local roads and the ramp and local intersections are proposed to be widened, maintaining their current general configuration as a Type L-2 diamond interchange. Changes to the Hammett Road would include construction of a new bridge to a slightly higher profile to accommodate eight 12-foot lanes, 4-foot median, 8-foot right shoulders and a 10 foot sidewalk on the north side of the street. The intersection of Hammett Court would be converted to right in right out and the intersection of Pirrone Road



/Hammett Road would be grade separated with access ramps, if the plans for the regional shopping center are carried forward. The Hammett Road bridge over the UPRR would be replaced and widened. Although the PSR currently shows extended acceleration and deceleration lanes to and from the north, due to impacts and costs from widening the Stanislaus River bridge, discussions with the County indicate their preference to process an advisory design exception to postpone auxiliary lane construction until such time that Route 99 is widened.

## Alternative 2 - Modified Partial Cloverleaf Interchange

This alternative would replace the bridge overcrossing of Route 99 and the UPRR to accommodate a widened cross section. The reconstructed bridge will carry six lanes. Alternative 2 will accommodate predicted traffic volumes beyond year 2035. A loop southbound off-ramp will be constructed to accommodate the additional traffic exiting from State Route 99. In the PSR, a high speed northbound onramp would also add an auxiliary lane which will extend approximately 2000 feet, and would require



improvements to the bridge over the Stanislaus River. An advisory design exception is planned to be processed during PA&ED to postpone this auxiliary lane requirement. This interchange configuration will support the planned extension of Hammett Road/Ladd Road to the east as the North County Corridor by providing uninterrupted flow to and from Route 99 north, which is the predominant travel flow direction. As a result this is the preferred configuration by the County at this time, although it is the most expensive of two alternatives considered in the PSR.

## **KEY ISSUES**

The Hammett Road/Route 99 Interchange is a fairly straightforward project, with only a few important issues to consider.

### Independent Utility of Hammett Road/Route 99 Interchange

It will be important to develop the traffic forecast process and project approval documents with consideration of the Hammett Road Interchange as having "independent utility" from the North County Corridor. The improvements at Hammett Road/Route 99 must continue to be required and sized based on traffic from the Salida Area Plan, than from the extension of the NCC to the east. However, forecasts have considered and will continue to consider this extension and its contribution of traffic to the interchange. We believe strongly that an environmental analysis clearly separated from the NCC project is important for the interchange's acceptance as an independent project.

### New Traffic Forecasts and Operations Analysis.

The existing design was prepared based on modified 2030 forecasts from Dowling Associates. The updated forecasts were increased to get to a 2035 design year based on assumed annual growth from 2030. In the new effort, Fehr & Peers will update the forecasts based on a comprehensive 2035 model, which will include the Salida Area Plan and coordinate with new North County Corridor volumes, which will likely produce lower forecast volumes than those used in the PSR. Therefore, the design geometrics may be able to be adjusted, and the cost of Alternative 2 may be able to be reduced. Confirmation of roadway widths, elevation and freeway conforms, structure column placements, and local access modifications is required. This work will be conducted early on in the effort, as any revisions should be shown in the project environmental document.

Four additional alternative layouts were developed in response to the PDT and Caltrans design staff comments including:

- Alternative 3 – Single Point Interchange (Type L-13)
- Alternative 4 – ParClo A - (Type L-7) Loop On Ramps
- Alternative 5- Direct Exit Ramp Solution
- Alternative 6 – Direct Entrance Ramp Solution

Although these alternatives were evaluated in detail and rejected, it is possible that Alternative 4 may again be viable, if the traffic volumes change substantially. R&M will work with F&P to review the viability of these prior alternatives.

### Environmental Perspective

The interchange must be reconstructed to meet the larger geometric design needed to accommodate forecast traffic volumes associated with the Salida Area Plan and the North County Corridor. Located in a predominantly rural setting, interchange reconstruction will have more of an effect on the natural environment, triggering issues involving various natural resources. Conversely, fewer impacts are anticipated for the urban/manmade setting and socioeconomic conditions. Overall, the issues focus on biological resources (particularly those resources near the Stanislaus River), cultural resources (for pre-historic and historic resources), paleontological resources (based on geologic formations), water quality and drainage (due to the potential discharge of runoff into the Stanislaus River and/or into the groundwater), traffic (forecast traffic volumes effects on intersections and roadway segments), noise (nearby sensitive receptors), loss of farmlands (agricultural lands conversion) and visual resources (due to change in visual conditions). Of principal concern are the following environmental issue areas:

Noise - Residential uses occur in the project vicinity and may be indirectly affected by local network improvements. In several locations, residential lots border the connecting roadway exposing exterior living areas to high traffic noise levels. Some locations appear to require noise barriers to reduce traffic noise. Similarly, interior noise levels are likely to be high due to proximity to the road travel lanes. Increasing the future traffic volumes on the connecting network will create noise concerns. Changes in future traffic volumes will require new noise monitoring. Various noise attenuation techniques should be investigated and tested for effectiveness in conjunction with the environmental review.

Water Quality - Since the interchange currently exists, drainage conditions are pre-existing for the reconstructed interchange features. Additional runoff will be generated by the widening of Hammett Road, as well as from the extension of Ladd Road and Pirrone Road. However, the additional runoff should not create any new water quality issues and can be addressed through the application of standard water quality measures and Best Management Practices. The project site is not located within the 100-year floodplain, and has no unusual flood or drainage issues. The project's effect from implementing the build alternatives on local drainage should be discussed, including the use of basins within the interchange footprint to detain runoff during peak storm conditions.

Floodplain Impact. If considered during the PA&ED phase, the widening of the bridge over the Stanislaus River should not noticeably impact the floodplain and water surface elevation. A technical Floodplain Analysis will be needed to estimate additional runoff, and define a strategy/design concept for accommodating additional stormwater. In the PSR an auxiliary lane which will extend approximately 2000 feet north on Route 99 and would require improvements to the bridge over the Stanislaus River. An advisory design exception is planned to be processed during PA&ED to postpone this auxiliary lane requirement.



Cultural Resources - Existing resources with the potential to meet State historic/prehistoric thresholds for significance need to be documented and reviewed for significance. Research on previous cultural studies conducted in the area identified four cultural resources that will require evaluation for eligibility for listing in the National Register, if the final Area of Potential Effect boundary includes these resources: a segment of the Union Pacific Railroad, fruit orchards and vineyards which may be part of a cultural landscape, a farmstead, and Lateral #8 of the Modesto Main Canal.

Paleontology Resources - The project area has the potential to contain Pleistocene sediments located within the Modesto Formation. Moderately developed Holocene soils overlying the Pleistocene deposits and the potential need for drainage basins within the project area suggest a potential for encountering paleontological resources during construction activities.

Land Use - Potential changes in land use both within and adjacent to the roadway corridor due to the interchange reconstruction will need to be examined. The new interchange designation/purpose will need to be reviewed in light of the Salida Community Plan and Stanislaus County General Plan policies. Consistency with these planning programs and the North County Corridor plan documents will also be determined. On the west side of the project area, farmlands could be affected by the widening of Hammett Road. In this area, an orchard is present between the Union Pacific Railroad tracks and Hammett Court. Approximately 10 acres could be impacted. On the east side, the extension of Ladd Road to Pirrone Road will encroach into farmlands, and could impact fallow farmland, a small portion of an orchard, and an area planted in row crops.

Both Ladd Road and Pirrone Road will ultimately divide the lands planted in row crops when the area is developed in accordance with the Salida Community Plan.

Biological Resources - Interchange reconstruction could impact an existing blue elderberry (*Sambucus mexicana*) plant that potentially provides habitat for the valley elderberry longhorn beetle (VELB). Formal Section 7 consultation with the USFWS for the VELB would be required. Impacts to aquatic species (anadromous fish) are expected due to the widening of the State Route 99 Bridge over the Stanislaus River as needed to accommodate interchange geometry. Additional columns will be needed in the river channel for the widening improvements. Consultation with the NOAA/NMFS for anadromous fish may be required due to potential effects on fish spawning and fish passage. Both the existing Route 99/Stanislaus River bridge and the Route 99/Hammett Road bridge may have bats, nesting swallows, and other protected migratory bird species. Burrowing owls and Swainson's hawk could be impacted by tree removal activities. Several interior live oaks (*Quercus wislizenii*) occur within the Stanislaus River corridor, near the existing interchange and along roadway shoulders and may be removed.

Wetlands - Based on reconnaissance level field review, it appears that the only wetlands likely present within the project boundary subject to Army Corps of Engineers jurisdiction occur within the Stanislaus River corridor. Widening of the bridge deck over the Stanislaus River may temporarily impact jurisdictional waters during construction. As confirmation, a jurisdictional delineation will be necessary to identify potential wetlands or special aquatic site habitat areas, followed by an impact assessment.

Hazardous Wastes/Materials - There is some evidence of contamination from existing or past land uses, activities or operations, which would present potential hazards for construction workers. The site survey determined that reflective paint was used on the Union Pacific Railroad bridge overcrossing (south side only) that could contain lead. Testing for lead in the reflective paint and the potential for hazardous waste is required. Testing to ensure that the agricultural lands do not contain hazardous wastes from agricultural practices, or UPRR lands will be required. The risk ranking for the interchange is considered low.

## **SCOPE OF SERVICES**

The Scope of Services is divided into five tasks, numbered 1 through 5, which are summarized below.

- TASK 1. Project Management
- TASK 2. Investigations/GAD
- TASK 3. Environmental Document
- TASK 4. Project Report
- TASK 5. Public Outreach

### **TASK 1. PROJECT MANAGEMENT**

R&M, under this Phase of this Agreement, will provide project management for each task for the entire duration of the Agreement schedule. The management functions are described in detail in the following:

#### **1.1. Management Activities**

Management activities will consist of administration, coordination, attending meetings and quality control as described in Section VIII, General Scope of Services, and as stated in the following:

- (a) Supervise, coordinate and monitor design for conformance with Caltrans' standards and policies.
- (b) Assure compliance with other codes and standards as acceptable to Caltrans and approved by Stanislaus County. An example will be the use of County standards for arterials and local roads outside Caltrans' right-of-way.
- (c) Maintain Project files in accordance with Caltrans' Uniform Filing System and Caltrans' Bridge Memo to Designers.
- (d) Assure that all documents requiring Caltrans' oversight review are prepared in accordance with Caltrans' standards, guidelines, and procedures.
- (e) Coordinate design effort with all team members, including.
  - Caltrans (All offices, departments, divisions and groups as directed by Caltrans' Project Development and, if applicable, by Caltrans' DOS)
  - County, city, regulatory agencies and private property owners.
- (f) Prepare a detailed Critical Path Method (CPM) schedule within one month after Notice to Proceed for the project and submit updated electronic progress schedule on a monthly basis.
- (g) Prepare and submit budgets, monthly progress and performance reports, and invoices.

#### **1.2. Meetings and Coordination**

- (a) R&M will coordinate design effort with all team members, and the following:
  - Stanislaus County
  - Caltrans (All offices, departments, divisions and groups as directed by Caltrans' Project Development and, if applicable, by Caltrans' DOS)
  - Regulatory agencies and private property owners.

- (b) R&M will attend meetings such as:
- Regular monthly design coordination meetings. (13 months)
  - Workshop meetings with Caltrans and other agencies to resolve issues. (8 meetings)
  - Design focus meetings will be held to resolve issues at key stages. We anticipated focus meetings will be held with traffic forecast, traffic operations and geometric staff at Caltrans to present, discuss and agree on solutions.
- (c) R&M will prepare and submit correspondence and memos including all meeting minutes.

### 1.3 Quality Control / Quality Assurance

Quality Control procedures shall be strictly adhered to and properly documented throughout the entire course of the work. Activities by R&M will include:

- a) Assure accuracy of all details at interface conformance locations.
- b) Review design plans and grid grades to assure consistency between roadway grades and structures.
- c) Provide input on changes to all highway plans such as profiles, superelevations and horizontal alignment that impact structural plans and other documents.
- d) Review structural plans, including bridge plans, to assure consistency with road plans upon completion of bridge general plans. Check for alignment and interface accuracy.
- e) Verification that all design is accomplished in accordance with appropriate design criteria and required processes.
- f) Periodic audits of the Project Team are conducted and documented for conformance with contract requirements, design criteria and other project quality standards.
- g) Review and responses to comments made by outside agencies are presented, discussed and agreed to before incorporation into documents. Proper checking and backchecking that revisions have been made.

## TASK 2. PRELIMINARY INVESTIGATIONS/GAD

Task 2 will consist of developing updated traffic forecasts and operations analysis for the project and updating the design plans already prepared and approved. R&M activities will include the following:

### 2.1 Right of Way Surveys and Survey Control Data

NOLTE, under contract to R&M, will provide supplemental survey for the freeway section from Hammett Road north across the Stanislaus River, and update the right of way information for the project. It should be noted that we anticipated NO additional new mapping is required for this project. For this work, NOLTE will:

(a) Project Data Research and Setup

- Research for existing project control (horizontal and vertical) and aerial control (vertical)
- Obtain encroachment permit.
- Review and evaluate published vertical and horizontal control data.
- Site reconnaissance of published/project control points and benchmarks.
- Research boundary and right of way maps and records and record utility drawings with Stanislaus County, Caltrans, County

(b) Project Control and Aerial Control

- Vertical datum for this project is NAVD 88. Horizontal datum is NAD83.
- Units are English.
- Control Survey and leveling to verify selected published/project control.
- Set and survey new aerial control points.
- Locate sufficient existing boundary and right of way monuments to tie record boundary to control and topography.

(c) Aerial Photography

- Coordinate with aerial mapping sub to acquire new aerial photography.

(d) Photogrammetric Compilation & Orthophotography

- Compile topographic mapping at 1" = 50' with 1 foot contour interval from aerial photography.
- Topographic mapping will include planimetric features visible in the photography, such as signs, signals, surface visible utilities, roadway improvements, walks, walls, fences and buildings.
- Perform orthographic rectification and provide digital color orthophoto.

(e) Supplemental Field Topography Survey

- Field inspection of compiled topographic mapping to verify features and field location to supplement compiled aerial mapping.
- Lane Closure/Traffic Control Subcontractor not anticipated.

(f) Prepare Topographic Survey

- Mapping to Caltrans Standards.

(g) Final Deliverables

- AutoCAD .dwg file of final topography survey.

**2.2 Update Traffic Forecast and Operations Report**

Fehr & Peers will support the team by providing traffic engineering and transportation planning services during the preparation of the Traffic Forecast Report and Traffic Operations Report for the Route 99/Hammett Road Interchange. This work scope is divided into six major tasks: (1) Data Collection; (2) Existing Conditions Analysis; (3) Traffic Forecasting; (4) Future Conditions Analysis; (5) Documentation; and (6) Meeting Attendance.

(a) Data Collection

Fehr & Peers will collect new existing AM (7-9 AM) and PM (4-6 PM) peak period intersection traffic counts at the following locations:

- SR 99 Southbound Ramps/Hammett Road
- SR 99 Northbound Ramps/Hammett Road
- Ciccarella Road/Hammett Road
- Pirrone Road/Hammett Road
- Hammett Court/Hammett Road

In addition, Fehr & Peers will collect new existing AM (7-9 AM) and PM (4-6 PM) peak period SR 99 mainline vehicle classification counts (passenger cars and trucks) at the Hammett Road overcrossing. In addition, a 24-hour classification tube count will be performed on Hammett Road to determine daily traffic volumes on Hammett Road and percent of trucks. Fehr & Peers will also obtain AM and PM peak period counts on SR 99 including ramp volumes at the SR 99/Hammett Road interchange and SR 99/Pelandale Avenue interchange from Caltrans or other sources (SR 99/Hammett Road PA/ED), if available.

Fehr & Peers will perform peak period field surveys to identify existing geometric features, lane configurations, traffic control devices, and queuing issues at each of the intersections identified above.

This information will be used to calibrate/validate the traffic operations models. Fehr & Peers will also collect and present accident data on SR 99 (between Pelandale Avenue and Hammett Road) and at the SR 99/Hammett Road ramp junctions for the last three years.

(b) Existing Conditions Analysis

The intersection traffic counts, lane configurations, signal timings, and other information collected under data collection will be used to develop existing AM and PM peak hour Synchro/SimTraffic models (version 7). Synchro provides results consistent with the Transportation Research Board's 2000 Highway Capacity Manual (HCM) methodology. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service, and vehicle queuing. Existing freeway mainline, merge and diverge operations will be determined from analysis procedures delineated in the 2000 HCM. Mainline segment analysis will be performed on SR 99 from south of Hammett Road to north of 2nd Street. In addition to mainline segment analysis, ramp junction analysis will be performed for Route 99 junctions with on and off ramps at Hammett Road, Hammett Road and Pelandale Avenue. Fehr & Peers will submit a technical memorandum summarizing the existing traffic conditions for review and comment by the Project Development Team (PDT). Prior to submitting the existing conditions analysis for PDT/Caltrans review, Fehr & Peers will QA/QC the existing conditions analysis to provide an independent review of the results. Comments and/or suggestions provided by Fehr & Peers to improve the reliability of the traffic models and results will be taken into consideration and if applicable, incorporated into the existing conditions analysis.

(c) Traffic Forecasting

Fehr & Peers will utilize the 2007 StanCOG RTP travel demand forecasting model being refined as part of the North County Corridor Route Adoption project to develop Year 2015 and Year 2035 AM and PM peak hour traffic forecasts. Fehr & Peers will coordinate with Caltrans and the PDT to determine the appropriate roadway network and land use assumptions under these horizon years.

Prior to developing traffic forecasts, a focused model calibration/validation exercise will be undertaken in the study area (includes SR 99 from south of Pelandale Avenue to north of Hammett Road). A calibration/validation memorandum will be developed that presents initial model validation procedures and results, to be reviewed with Caltrans. If the model does not meet the specified Caltrans targets, we will work to improve the validation results by adjusting link characteristics and conducting select link analyses to ensure reasonable movements through the project area. Fehr & Peers will review the results with Caltrans and if the revised model meets the specified validation target we will proceed with the future year forecasting. However, if the revised model still does not fully meet all of the targets, Fehr & Peers will review the progress made with Caltrans and request approval to proceed with forecasting. Year 2015 and Year 2035 traffic forecasts will be developed for up to three alternatives including No Project conditions. The StanCOG Travel Demand Model has a horizon year of 2030. Therefore, Fehr & Peers will work with the project team to identify a proper method to develop Year 2035 traffic projections. Two key inputs will need to be agreed upon: 1) Year 2035 land use projections and 2) Year 2035 roadway network. Fehr & Peers proposes to determine Year 2035 land use projections by using linear extrapolation between the StanCOG base year and 2030 land use projections. The land use projections will take into consideration the Salida Community Plan.

The Year 2035 roadway network will be based on the StanCOG Tier 1 Highway Improvements list plus any additional improvements that could reasonably be expected between Year 2030 and Year 2035. Opening Year 2015 forecasts will be developed similar to Year 2035 forecasts by first establishing the land use and roadway network anticipated to be in place by Year 2015. Year 2015 land use will be estimated using linear interpolation between base year and Year 2030 land use projections. The Year 2015 roadway network will be based on the projects anticipated to be completed by Year 2015 in the Tier 1 Highway Improvements list. The future (2015 and 2035) unconstrained demand forecasts from the model will likely exceed the capacity of the Route 99 mainline and/or interchange ramps. We will manually constrain the traffic volumes to reflect the true capacity of SR 99 and use the constrained volumes to determine future year traffic operations in the study area. Fehr & Peers will submit a technical memorandum summarizing the traffic forecasts methodology and resulting volumes for review and approval by the PDT.

(d) - Future Conditions Analysis. The approved traffic forecasts will be used to develop Synchro/SimTraffic models (AM and PM peak hour) for up to three alternatives including No Project conditions. The Synchro/SimTraffic models will include the same intersections evaluated under existing conditions. Traffic operations for the intersections will be determined from the SimTraffic output. Peak hour analysis will be performed for the opening year and design year under each project alternative. Results will include average delay, level of service, and estimated queue lengths for each intersection. Fehr & Peers will compare the results of the alternatives to help the PDT evaluate the benefit and justification for the project. The results will also help identify the necessary traffic control and intersection geometrics at each study intersection that will be necessary to serve the anticipated growth in the area. Fehr & Peers will also perform future year AM and PM peak hour mainline and ramp junction analysis for the study locations evaluated under existing conditions for up to three alternatives including No Project conditions. The mainline and ramp analysis will be consistent with the methodologies presented in the 2000 HCM. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). Prior to submitting the existing conditions analysis for PDT/Caltrans review, Fehr & Peers will QA/QC the future conditions analysis to provide an independent review of the results.

Comments and/or suggestions provided by Fehr & Peers to improve the reliability of the traffic models and results will be taken into consideration and if applicable, incorporated into the future conditions analysis.

(e) - Documentation

Fehr & Peers will prepare a combined Administrative Draft Traffic Operations Report (ADTOR) that summarizes the existing conditions analysis results, traffic forecasts development, and future conditions analysis results for one round of review and comment by STANISLAUS COUNTY and Caltrans. The ADTOR will address the proposed interchange improvements in accordance with Caltrans guidelines and requirements under existing, Year 2015, and Year 2035 conditions. After written comments are received from the County, Fehr & Peers will prepare a Draft TOR for submittal to Caltrans. Fehr & Peers will respond to one round of written comments from Caltrans to prepare the Final TOR. The TOR will address operations with and without the proposed improvements in order to quantify through appropriate measures of effectiveness the benefits of the proposed improvements.

**2.3 Right of Way and Utility Surveys.**

(a) Existing Right of Way / Property Lines

NOLTE will collect available record right of way maps, County recorded subdivision maps and records of survey, available data from the County and existing right of way lines for the Project, and adjacent property lines will be established.

(b) Proposed Right of Way Lines

R&M will provide new right of way lines and areas for the project. R&M will provide any estimates of right of way or easement costs through a qualified appraiser.

(c) Utility Data

AEC will request available utility information within the project limits area. The record locations of subsurface utilities will be provided by Stanislaus County based information received from utility companies. A utility relocation plan will be developed to fully describe the utility impacts and relocations required.

(d) No potholing or detailed surveys are included by R&M in this phase.

(e) Right of way Data Sheet

R&M, AEC and Associated Right of Way Services will prepare information required for the Right of Way Data Sheet, to be submitted to Caltrans for review and approval.

**2.4. Geometric Drawings**

R&M will prepare updated DIB 78 and update the Geometric Approval Drawings (GADs) in accordance with Caltrans' Highway Design Manual for two alternatives, based on revisions from the revised traffic operations assessment. R&M will submit GADs (including layout, profile, sections and superlevation diagrams) to the district geometric staff for review. A geometrics meeting will be held with the headquarters reviewer and revisions made after that meeting. R&M will coordinate its design activities in order to assure timely approval of Bridge General Plans by Caltrans' DOS.

## 2.5 Preliminary Geotechnical Report

A Preliminary Geotechnical Report has already been prepared and will need no further updating. Kleinfelder will conduct hazardous materials testing in the UPRR bridge, per recommendations in the PEAR document.

## 2.6 Advance Planning Studies

R&M will update the currently approved Bridge Advance Planning Studies for all bridge alternatives. Two bridges are anticipated for Alternative 1, four bridges for Alternative 2 and two tieback walls are envisioned. R&M will submit APS directly to Caltrans Division of Structures for review and comment.

## 2.7 Fact Sheets

A fact sheet for an Advisory Design Exception for the northbound entrance and southbound exit auxiliary lanes will be prepared, since it is the County's desire to defer this work to a later phase. R&M will prepare draft and revised fact sheets for Caltrans review and approval.

## 2.8 Storm Water Data Report

R&M will update the approved Storm Water Data Report in the format approved by Caltrans for the revised alternatives. The report will include the following:

- Existing conditions
- Concept Drainage
- Conceptual hydraulic analysis
- Proposed revisions to existing pump station
- Location of anticipated basins

## 2.9 Pavement Life Cycle Analysis

R&M will prepare a pavement life cycle analysis cost, a relatively new requirement for the PA&ED phase. The LCC analysis will review different pavement sections for the new ramp construction including different combinations of RHMA, HMA and PCC pavement sections. The assumptions for the LCC will be discussed with Caltrans design staff prior to preparation of the report.

## 2.10 Value Analysis (MHA)

We are proposing that a Value Analysis be conducted during the PA&ED stage to provide input on alternative selection and refinement. This effort will be managed by Martin Y. Hsu, PE, CVS & Associates, Inc. (MHA) under subcontract with the R&M. The purpose of the Value Analysis will be to improve quality and identify unnecessary cost, of the project by using innovative VA process. This work will also include evaluation of results of a pavement Life Cycle Analysis performed during the project PA&ED stage. MHA will lead the Value Analysis Team by attending two meetings, preparing a Project Analysis presentation for the Caltrans VA Team, providing 10 sets of plans, leading a one-week VA team process, preparing a draft and final report, and incorporating agreed-upon comments into the concept design.

## 2.11 Cost Estimates

R&M will update the construction cost estimate for the each alternative based on most recent 2009 data. The estimate will be a 6-page PR estimate with a 15% contingency as required by the Caltrans Project Development and Procedures Manual.



## TASK 3. ENVIRONMENTAL DOCUMENT

This work will be conducted by LSA Associates, under subcontract to R&M. Tasks are as follows:

### **3.1. - Data Collection/Field Review**

Under this task, LSA will obtain and review all available documents that will provide environmental information for the interchange improvement project. LSA will also conduct field reviews to identify potential environmental issues and constraints.

### **3.2. - Technical Studies**

LSA proposes to conduct the following technical studies identified in the PEAR. Unless otherwise noted below, three (3) copies of each draft report, and two (2) copies of each final report will be submitted to Caltrans for review. A total of 20 copies of each technical study will be generated for the public review process.

#### (a) Cultural Resources

LSA will conduct cultural resource studies that are needed for the California Department of Transportation (Caltrans) to address requirements of Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, the California Environmental Quality Act, and the Caltrans 2004 Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act. LSA will conduct a records search, background research, contact Native Americans and the McHenry Museum and Historical Society, and conduct field studies to prepare Archaeological and Architectural Area of Potential Effects (APE) maps, a Historic Property Survey Report (HPSR), an Archaeological Survey Report (ASR), and a Historical Resources Evaluation Report (HRER). These studies are required by Caltrans, as listed in the proposed project's Preliminary Environmental Analysis Report (PEAR).

#### (b) Biological Resources

The following studies related to biological resources may be required to support CEQA/NEPA environmental documents as well as for project permitting through federal and State regulatory agencies.

#### Natural Environmental Study

A Natural Environment Study (NES) will be prepared in accordance with Caltrans' Guidance for Consultants (October 2005) and guidance on the Caltrans SER Web site. A key objective of the NES is to identify any special status plant or wildlife species, or sensitive habitats that may be affected by the proposed project. The NES will evaluate the potential impacts of the project on biological resources within the defined limits of work. A search of the most recent CNDDDB and CNPS records will be performed to determine the potential for special status species to occur in the vicinity of the project site. In addition, a list of federally listed species for the project site and the surrounding area will be requested from the USFWS. As part of this process, informal coordination with federal and State agency staff, as appropriate, will be initiated regarding the potential presence of special status species on the project site. Focused surveys will be conducted as necessary and appropriate based on site conditions and the potential for special status species to occur on the project site. Based on a preliminary review of site conditions, we have budgeted for the following surveys:

- Burrowing owl habitat assessment
- Special status plants (including Elderberry) - one survey
- Nesting birds and bats (one survey)

Any focused surveys will be performed consistent with appropriate federal and State agency protocols for the species to be surveyed and will be conducted by biologists experienced in conducting surveys for those species. The NES will be prepared in draft form for review by the project team. To reduce costs, the draft will be generated in electronic (PDF) format. LSA will respond to comments on the draft report and prepare electronic and up to ten hard copies of the final report. We have budgeted ten hours for responding to comments.

### Wetland Delineation/Jurisdictional Waters

Areas potentially meeting Corps of Engineers (Corps) criteria for wetlands or other waters of the United States (WoUS) will be delineated in accordance with the routine procedures described in the Corps 1987 Wetland Delineation Manual (1987 Manual), the Arid West Regional Supplement, and the Sacramento District (2001) minimum standards. It is anticipated that the delineation can be processed as a "preliminary jurisdictional determination" pursuant to Corps Regulatory Guidance Letter 0802 (June 2008). The preliminary jurisdictional waters delineation, consisting of a map in the appropriate scale, data forms, and a Preliminary JD form, will be submitted to the Corps for verification as part of the permit application package. Attendance at a site meeting with the Corps for verification purposes is also included. Revisions to the delineation mapping will be made based on Corps comments. It should be noted that results of the delineation are considered preliminary until verified by the Corps.

### Biological Assessment

The proposed project may affect the Valley elderberry longhorn beetle and Central Valley steelhead, both federally listed species. A Biological Assessment (BA) will be required if the project may affect any species listed as threatened or endangered under the federal Endangered Species Act. The BA for proposed project will be prepared in accordance with the applicable federal agency guidelines and Caltrans Guidance for Consultants (January 2003). BAs generally include a project description, discussion of federally listed species potentially affected by the proposed project, the avoidance and minimization measures incorporated into the project to reduce potential adverse impacts, and any compensatory measures proposed for offsetting unavoidable adverse project impacts on biological resources. The BA will include an evaluation of special status species and habitats associated with the project site, and assessment of project impacts on those resources. Project impacts will be identified and the significance of both direct and indirect adverse impacts will be assessed on both a project and a cumulative level. Mitigation measures will be recommended, where appropriate. The BA will be prepared in draft form for review by the project team. To reduce costs, the draft will be generated in electronic (PDF) format. LSA will respond to comments on the draft report and prepare electronic and up to ten hard copies of the final report. We have budgeted ten hours for responding to comments.

### (c) Air Quality

An Air Quality Assessment (AQA) consistent with Caltrans' transportation project level CO protocol, EPA's Fugitive Dust Conformity Rule, FHWA's mobile source air toxics (MSAT) guidance, and the SJVAPCD CEQA Air Quality Guidelines would be prepared.

Baseline and project setting meteorological and air quality data in the project area in the Basin from the ARB and climate and air quality profile data from the SJVAPCD will be used to describe the existing ambient air quality in the project area. Current air quality management efforts that may be related to the proposed project will be summarized. The potential long-term air quality impacts of the proposed project will be evaluated specifically for long-term particulate matter concentrations and MSAT using the Caltrans California Statewide Procedures for Particulate Matter Hot Spot Analysis Consultation (May 2007), the Transportation Conformity Guidance for Qualitative Hot-Spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Areas (EPA, March 2006), and the Interim Guidelines on Air Toxic Analysis in NEPA Documents (FHWA, February 2006), including inter-agency coordination. Background traffic in the project area is generally expected to increase due to growth. It is also possible that some traffic currently using other routes would be attracted to the improved transportation facility provided by the proposed project. A detailed CO hot spot analysis using the CALINE4 model may be required based on the peak traffic hour on the improved facility including projected turn volumes at key intersections in the project vicinity. Coordination with the Stanislaus Council of Governments (Stanislaus COG) will be conducted to ensure that the proposed project conforms to the State Implementation Plan (SIP) and the Transportation Improvement Program (TIP). In addition, the consistency of the proposed project with the local air quality plan and the State's global warming/climate change requirements will be evaluated. Feasible avoidance, minimization and/or mitigation measures, if needed, will be identified to address potential long-term adverse project related air quality impacts.

(d) Floodplain Encroachment Summary Report

LSA will prepare a Floodplain Encroachment Summary Report based on a Location Hydraulic Study that will be provided by NOLTE. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and that they are not inconsistent with existing watershed and floodplain management programs. This scope also presumes that the Location Hydraulic Study provided by the R&M will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

(e) Water Quality Assessment Report

LSA will prepare a Water Quality Assessment Report (WQAR) for the project that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss Design Pollution Prevention best management practices (BMPs), Construction Site BMPs, and Treatment BMPs that are applicable to the alternatives per the updated Caltrans Storm Water Quality Handbooks Project Planning and Design Guide (May 2005). Information from the Storm Water Data Report, to be provided by R&M, will be incorporated into the WQAR. The project's potential impact on surface and ground water quality will be evaluated, and mitigation measures necessary to prevent adverse water quality impacts will be identified.

(f) Socioeconomic and Environmental Justice

LSA will prepare a Community Impact Assessment for the project that evaluates any impacts to people, institutions, neighborhoods, communities, organizations, and social and economic systems within the vicinity of the project area. The project is not expected to have any effects on the local community or the economy.

At present, there are no residential uses or business and commercial uses in the immediate interchange area. Proposed improvements do not cause any direct effects on an established neighborhood, nor affect any known group that might be subject to issues involving environmental justice. None of the project alternatives affect socio-economic or community interests any differently than the existing interchange improvements and support circulation network. However, as a result of the supporting roadway network, there is a potential to indirectly impact neighborhoods proximate to the interchange improvements.

(g) Visual Impact Assessment

A Visual Impact Assessment (VIA) will be prepared which evaluates the aesthetic compatibility of the proposed project with the surrounding area. The VIA will consider the consistency of the project with the applicable Stanislaus County General Plan visual resources policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The VIA will describe the existing setting, identify important visual resources, and identify potential project visual impacts. The analysis will include ground-level photographs from several viewpoints near the project site. Actual visual simulations have not been included in this scope of work. Visual conditions and project impacts will be discussed qualitatively. It is assumed the project design for the proposed project will include landscaping consistent with applicable County and Caltrans guidelines. If required, measures to avoid, minimize, or mitigate adverse project visual impacts or to provide consistency with the General Plan will be identified.

(h) Farmland Impact Analysis

On the west side of the project area, farmlands could be affected by the widening of Hammett Road. In this area, an orchard is present between the Union Pacific Railroad tracks and Hammett Court. Potential impacts to agricultural resources in the project area will be included in a Farmland Impact Assessment Report. The study will describe potential conversions of agricultural lands to non-agricultural uses or conflicts with existing agricultural zoning, as well as issues relating to Williamson Act contracts. Farmland impacts, including a farmland site assessment, will be described for the loss of prime agricultural soils that would occur with project implementation. This analysis will include the completion of the Soil Conservation Service Form AD 1006, including coordination with the Natural Resources Conservation Service. This includes the preparation of the "Justification for Site Assessment Rating" to compare the project impacts to twelve site assessment criteria.

(i) Noise

A Noise Study Report (NSR) in accordance with Caltrans Traffic Noise Analysis Protocol (August 2006) will be prepared to assess the potential effects of the proposed project on existing and future noise conditions. Applicable Caltrans and Stanislaus County noise and land use compatibility criteria for the project area will be reviewed. Noise standards including the Caltrans NAC and the County Noise Ordinances will be discussed. Existing sensitive uses will be identified using land use information, aerial photographs, and field reconnaissance. In addition to one long-term (24-hour) measurement, short-term noise measurements (15-minute) will be conducted along with concurrent traffic counts at an appropriate number of locations in the vicinity of the proposed project. Calibration model runs will be conducted based on these measured noise levels and concurrent traffic counts. A work plan will be submitted for Caltrans and county approval detailing the proposed noise monitoring and modeling effort. A noise abatement decision report has been excluded from this scope of work in anticipation that noise barriers are not needed.

(j) Section 4(f) Resources

The project is not expected to have 4(f) issues as a result of any temporary or permanent impacts on recreational facilities. No additional permits or agency coordination required. It should be noted, however, that an existing bike trail must be realigned within the interchange area to accommodate the modified geometry. As such, LSA will coordinate with Caltrans to confirm that a Section 4(f) Evaluation is not required.

(g) Paleontological Resources

A Paleontological Identification Report (PIR) is required by Caltrans, as listed in the proposed project's PEAR. The PEAR identifies the paleontologically sensitive Modesto Formation beneath the APE. In order to mitigate impacts to paleontological resources, as required by the Standard Environmental Reference (SER), Environmental Handbook, Volume 1, Chapter 8 of the California Department of Transportation (Department) it is usually necessary to prepare a Paleontological Investigation Report (PIR) and a Paleontological Evaluation Report (PER). The PIR and PER are often combined into a single document. The purpose of the PIR is to identify if resources may be present within the APE; the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present.

**3.3. - Environmental Documents**

Under National Environmental Policy Act (NEPA), the interchange improvements will require an Environmental Assessment (EA). Under the California Environmental Quality Act (CEQA), the project should qualify for a CEQA Initial Study/Mitigated Negative Declaration (IS/MND). This presumes that all impacts can be mitigated to levels below significance and that public controversy will not elevate the environmental review to a higher level of analysis. Accordingly, this scope of work is based on the processing of an MND and FONSI. Changes to this strategy will require an adjustment to the scope and budget.

(a) Initial Study/Mitigated Negative Declaration and Environmental Assessment

LSA will prepare a comprehensive Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) and Environmental Assessment (EA) for review. The format will be based on the Caltrans template for IS/EA documents. Included in the IS/MND/EA will be a project description, discussion of the environmental review process, and project methodology. Technical studies prepared by LSA will be summarized into the IS/MND/EA document. Non-technical issue areas (e.g., land use, right-of-way, etc.) will also be documented in the IS/MND/EA. A total of five (5) copies of each document will be printed for review.

(b) Preliminary Draft IS/MND/EA

Following review by the County, LSA will prepare a Preliminary Draft IS/MND/EA. This second version will address comments on the Administrative Draft IS/MND/EA. Five (5) copies of the Preliminary Draft IS/MND/EA will be submitted for review by the County and Caltrans.

(c) Public Review Draft IS/MND/EA

The purpose of this task will be to respond to County and Caltrans comments on the Preliminary Draft IS/MND/EA, complete necessary revisions, submit the document for Caltrans approval, and publish for public review. Fifty (50) copies of the Draft IS/MND/EA will be circulated for review. A total of twenty (20) copies of the technical studies will also be generated for public review.

The County will be responsible for preparing a draft public notice regarding the availability of the Draft IS/MND/EA for public review. The County will also be responsible for preparing and publishing all legal notices and advertisements, including the notice of intent to adopt the Negative Declaration and the Notice of Completion for the State Clearinghouse. LSA will prepare a Notice of Availability for use by Caltrans in processing the EA document.

(d) Response to Comments on Preliminary Draft Mitigation Negative Declaration (MND)/FONSI  
The purpose of this task will be to prepare written responses to comments received on the Draft MND/FONSI that raise significant environmental issues, and submit them for the County and Caltrans staff review after the close of the public comment period. LSA will prepare written responses to comments received on the Draft MND/FONSI and prepare the Preliminary Draft MND/FONSI. LSA will submit five (5) copies of the comments received and draft responses as part of the Preliminary Draft MND/FONSI. LSA will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure.

(e) Final MND/FONSI  
LSA will incorporate the final comments and responses into the Final MND/FONSI and will submit 30 copies of the approved document for distribution by the County to the Board of Supervisors, Caltrans and agencies that commented on the Draft IS/MND/FONSI. Final adjustments to the Mitigation Monitoring Program will be made based on staff review and comment.

## **TASK 4 - PROJECT REPORT**

### **4.1. Administrative Draft Project Report**

R&M will prepare a Draft Project Report including summary material from all studies conducted and transmitting the Draft Environmental Document. The Draft PR will contain sections as prescribed in the Caltrans Project Development Manual. R&M will prepare 30 copies of the Draft Project Report for distribution to the Stanislaus County and Caltrans. R&M will attend a review meeting with the Stanislaus County and Caltrans to comment on the Draft PR. The Project Report will contain the following elements:

- Cover Sheet
- Registered Professional Stamp and Statement
- Introduction
- Recommendation
- Background
- Need and Purpose
- Alternatives
- Considerations Requiring Discussion
- Other considerations as Appropriate
- Programming
- Reviews
- Project Personnel
- List of Attachments

The PR will include the following attachments:

- Environmental Document
- Location Map
- Project detail maps to show existing and proposed improvements

**Hammett Road/Route 99 Interchange**

**RAJAPPAN & MEYER CONSULTING ENGINEERS, INC**

- Cost Estimates
- R/W Data Sheet
- Storm Water Data Report
- TMP checklists
- Cooperative Agreement

#### 4.2. Revised Draft Project Report.

After review by Caltrans, R&M will provide two copies and electronic copy of the Draft Project Report for signature by Caltrans. Once signatures are obtained, R&M will prepare 40 copies of the Draft Project Report.

#### 4.3. Final Project Report.

Subsequent to approval of the Final Environmental Document, and after review of the draft PR by Caltrans and Stanislaus County, R&M will revise the Project Report to address comments received and public comment. After review by Caltrans, R&M will provide two copies of the Final Project Report for signature by Caltrans. Once signatures are obtained, R&M will prepare 30 copies of the Project Report.

### TASK 5 - PUBLIC OUTREACH

This work will be conducted by Judith Buehe Communications (JBC) under subcontract to R&M.

- JBC will organize one community meeting and a public hearing. R&M and JBC will meet with Stanislaus County and Caltrans project staff in advance of the community meeting and the hearing to define the objectives, issues and structure. JBC will prepare the community meeting and hearing agenda, coordinate logistics, and produce background materials and comment sheets to be used at the community meeting. This will include exhibits with the project description and purpose, project schedule, project funding, contact information, and other pertinent information.
- JBC will record the meetings. All print materials will be reviewed with the County and Caltrans prior to the public meeting. JBC will provide a public steno for the public meeting and a court reporter for the public hearing.
- JBC will prepare a summary for the meeting and hearing, following Caltrans guidelines, including reduction of the wall graphics produced at each meeting, comment sheets, Hotline log, and other pertinent information. Ten draft and 10 final copies will be provided to the County for distribution.
- JBC will be responsible for development of the mailing list and for developing the concept, producing, and mailing the meeting invitations and notices of the public hearing. JBC will prepare a letter to elected officials from the Caltrans District 10 Director.
- JBC will provide translation for the public meeting and hearing, if deemed appropriate.
- All print material will be approved by the County and Caltrans before printing and distribution. This includes special notices, newsletters, flyers and written reports. JBC anticipates that 1000 invitations will be distributed for the community meeting and hearing.
- JBC will prepare and send a news release about the community meeting and public hearing to the Modesto Bee and other mainstream and alternative media.
- JBC will prepare information for upload to the Caltrans District 10 web site to which the County web site can be linked.
- JBC will maintain a contact log of calls, e-mails, and letters to the Hotline and to the Caltrans project manager, and the County's project manager. Each contact will also be coded and recorded in a database of stakeholders and other persons who express interest in the project.

## PROPOSED SCHEDULE

We understand the importance of the Hammett Road Interchange to the County as it plans for implementation of the Salida Area Plan. We are therefore targeting an aggressive 14-month schedule for the PA/ED phase, simultaneously with the Kiernan Avenue interchange work.

Assuming a Notice to Proceed is issued by January 2009, we would anticipate completing initial studies in the Spring 2009. Upon concurrence of the updated geometric drawings, technical engineering studies would be completed in the summer of 2009 and the Environmental Document would be approved in January 2010. PA&ED would be complete in March 2010. Pending availability of funds by the County, design of the interchange improvements could begin in late 2009 and would be complete by early 2011 (presuming construction by the County). There is no need to accelerate design ahead of this schedule, since right of way must be acquired within the design timeframe. Construction could begin by summer 2011 with completion by Fall 2013. Looking at the total implementation schedule, we anticipate the following milestones, with a detailed PA&ED Gantt chart on the following page:

- |   |                      |
|---|----------------------|
| • <i>Begin Environmental Study</i>                    | <i>January 2009</i>  |
| • <i>Complete Draft Traffic Study</i>                 | <i>March 2009</i>    |
| • <i>Complete GAD Revisions</i>                       | <i>June 2009</i>     |
| • <i>Complete Technical Engineering Studies</i>       | <i>July 2009</i>     |
| • <i>Draft Environmental Document</i>                 | <i>October 2009</i>  |
| • <i>Draft Project Report</i>                         | <i>October 2009</i>  |
| • <i>Public Hearing</i>                               | <i>November 2009</i> |
| • <i>Environmental Clearance (CEQA/NEPA)</i>          | <i>January 2010</i>  |
| • <i>Final Project Report</i>                         | <i>March 2010</i>    |
| • <i>Start Interchange PS&amp;E (future contract)</i> | <i>October 2009</i>  |
| • <i>Complete Interchange PS&amp;E</i>                | <i>March 2011</i>    |
| • <i>R/W Certification</i>                            | <i>March 2011</i>    |
| • <i>Project Advertisement</i>                        | <i>April 2011</i>    |
| • <i>Begin Construction</i>                           | <i>July 2011</i>     |
| • <i>Complete Construction</i>                        | <i>October 2013</i>  |





## **METHODS TO EXPEDITE THE PROCESS**

We have a long history of excellent work with Caltrans staff. In order to expedite the work for the Hammett Road Interchange, we believe we can focus on the key areas of traffic and environmental, in order to progress the work as rapidly as possible.

### Traffic Study Acceleration Methods

Fehr and Peers is currently performing the traffic analysis for the NCC Route Adoption project. Given the intertwined relationship between the NCC project and the SR 99/Hammett Road interchange project it will be imperative that the traffic analysis performed for these studies be consistent with each other. Specific steps to accelerate the approval of the traffic studies will include:

- Use all available information from the North County Corridor (NCC) Route Adoption analysis and the Salida Area Plan, including traffic count data and traffic models
- At the outset, get Caltrans approval on the traffic analysis work scope such as study locations, analysis tools, analysis methodology, etc. to expedite the Caltrans review process of the deliverables
- Coordinate with Caltrans and the PDT as necessary to receive input on the assumptions to be used for the analysis. Obtain concurrence on intermediate deliverables such as the Existing Conditions Report and Traffic Forecasting Report to ensure smooth delivery and acceptance of the Traffic Operations Report by Caltrans and the PDT.

### Environmental Study Acceleration Methods

LSA has recently completed accelerated documents the I-205 Auxiliary lane project in Tracy and has completed all environmental documents to date for the Kiernan and Hammett interchanges. As a result, a strong working relationship exists with the Central Region environmental staff. Specific actions to be implemented during the course of the work will include:

- Coordinate with Caltrans environmental coordinators/specialists at project outset to define work plan and focus on specific issues and/or eliminate/screen issues from further review.
- Coordinate with appropriate local and State agencies (federal as appropriate) upon project kick-off to establish process for addressing specific project issues. Agencies may include SHPO, USDA Soil Conservation Service, RWQCB, CDFG, USFWS, NOAA Fisheries, flood control district, SJVAPCD.
- Assist in defining project footprint/environmental study limits at the project outset to facilitate field surveys.
- Request informal Caltrans reviews of environmental documents prior to obtaining final approval of all technical studies.
- Conduct air quality and noise modeling upon receipt of approved traffic forecast data.
- Coordinate with Caltrans regarding project air quality conformity status to determine if either project is a Project of Air Quality Concern. Expedite conformity agency consultation process with Stanislaus COG.
- Identify potential relocation properties for residential uses that are displaced by project improvements so that the DRIS can be expedited

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

## SECTION D COST PROPOSAL

Our estimated hours and budget to complete the PA&ED phase for the Hammett Road/Route 99 Interchange is provided below and is estimated at \$955,000. Assumptions made regarding this level of effort include:

- The two alternatives considered in the Project Study Report will be evaluated in PA&ED. New alternatives that require traffic analysis, geometric design and/or environmental evaluation would require additional services.
- Incremental staging design development, or traffic analysis to determine incremental staging would be additional services.
- One additional design exception is anticipated.
- Level of environmental document will be IS/MND for CEQA and EA/FONSI for NEPA.
- Caltrans will be the lead agency for environmental clearance.
- Environmental services are scoped in accordance with the current Caltrans SER, SWDR is scoped in accordance with current SWDR guidelines, geometric design efforts are scoped in accordance with current U.S. Customary Unit HDM, Project Report studies and document development are scoped in accordance with current Caltrans PDPM. Changes in these documents during the course of the PA&ED phase effort may require additional services to revise submitted documents.

Total budget by firm is anticipated as follows:

<u>FIRM</u>	<u>ROLE</u>	<u>BUDGET</u>
R&M	Prime	\$415,000
LSA	Environmental	\$220,000
F&P	Traffic	\$135,000
Nolte	Surveys	\$80,000
Kleinfelder	Geotech	\$10,000
AEC	Utilities	\$15,000
AR.WS	Right of Way	\$10,000
Gamboni	Landscape	\$10,000
JBC	Outreach	\$25,000
<u>MHA</u>	VA	\$35,000
Total		\$955,000

The anticipated breakdown of effort by task is shown in the following table:

PROJECT EFFORT AND BUDGET BY TASK  
HAMMETT ROAD ROUTE 99 INTERCHANGE - PACTD

Person	Task 1		Task 2				Task 3		Task 4	Task 5	TOTAL
	Project Management	Supplement Mapping	Traffic	SWDR	Other	Geometric Plans + APS	Env. Studies	IS/MND EA FONSHI	Prepare PR	Public Outreach	
Principal Manager	120	0	10	4	10	40	8	8	20	20	240
QA/QC Manager	40	0	0	0	0	0	8	8	8	8	72
Senior Civil Engineer	120	10	10	80	80	180	20	20	160	20	700
Civil Engineer	0	0	0	0	0	120	0	0	40	0	160
Project Engineer	0	0	0	40	80	80	0	0	100	0	300
Assist. Engineer	40	0	0	80	160	300	80	0	160	20	840
Admin	80	0	0	0	0	40	0	10	40	0	170
<b>Total R&amp;M Hours</b>	<b>400</b>	<b>10</b>	<b>20</b>	<b>204</b>	<b>330</b>	<b>760</b>	<b>116</b>	<b>46</b>	<b>528</b>	<b>68</b>	<b>2,482</b>
<b>Subconsultant Hours</b>	<b>0</b>	<b>385</b>	<b>885</b>	<b>0</b>	<b>846</b>	<b>0</b>	<b>1462</b>	<b>385</b>	<b>0</b>	<b>192</b>	<b>4,154</b>
<b>TOTAL HOURS</b>	<b>400</b>	<b>395</b>	<b>905</b>	<b>204</b>	<b>1176</b>	<b>760</b>	<b>1578</b>	<b>431</b>	<b>528</b>	<b>260</b>	<b>6,636</b>

Title	Hourly Rate	Task 1		Task 2				Task 3		Task 4	Task 5	TOTAL
		Project Management	Supplement Mapping	Traffic	SWDR	Other	Geometric Plans + APS	Env. Studies	IS/MND EA FONSHI	Prepare PR	Public Outreach	
Principal Manager	\$275	\$33,000	\$0	\$2,750	\$1,100	\$2,750	\$11,000	\$2,200	\$2,200	\$5,500	\$5,500	\$66,000
QA/QC Manager	\$240	\$9,600	\$0	\$0	\$0	\$0	\$0	\$1,920	\$1,920	\$1,920	\$1,920	\$17,280
Senior Civil Engineer	\$160	\$19,200	\$1,600	\$1,600	\$12,800	\$12,800	\$28,800	\$3,200	\$3,200	\$25,600	\$3,200	\$112,000
Civil Engineer	\$155	\$0	\$0	\$0	\$0	\$0	\$18,600	\$0	\$0	\$6,200	\$0	\$24,800
Project Engineer	\$125	\$0	\$0	\$0	\$5,000	\$10,000	\$10,000	\$0	\$0	\$12,500	\$0	\$37,500
Assist. Engineer	\$110	\$4,400	\$0	\$0	\$8,800	\$17,600	\$33,000	\$8,800	\$0	\$17,600	\$2,200	\$92,400
Admin	\$81	\$6,480	\$0	\$0	\$0	\$0	\$3,240	\$0	\$810	\$3,240	\$0	\$13,770
<b>SUBTOTAL LABOR</b>		<b>\$72,680</b>	<b>\$1,600</b>	<b>\$4,350</b>	<b>\$27,700</b>	<b>\$43,150</b>	<b>\$104,640</b>	<b>\$16,120</b>	<b>\$8,130</b>	<b>\$72,560</b>	<b>\$12,820</b>	<b>\$363,750</b>

Subconsultants												
Survey ROW - NOLTE	\$0	\$50,000	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Environmental - LSA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$40,000	\$0	\$0	\$220,000
Traffic F&P	\$0	\$0	\$115,000	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$135,000
Geotechnical Kleinfelder	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Utilities AEC	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Landscaping - Gamboni	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Right of way - AR - WS	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Public Outreach - JBC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
VA - Martin Hsu	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
<b>Subtotal Subconsultants</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$115,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$190,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$540,000</b>
Subconsultant Fee 5%	\$0	\$0	\$2,500	\$5,750	\$0	\$5,500	\$0	\$9,500	\$2,500	\$0	\$1,250	\$27,000

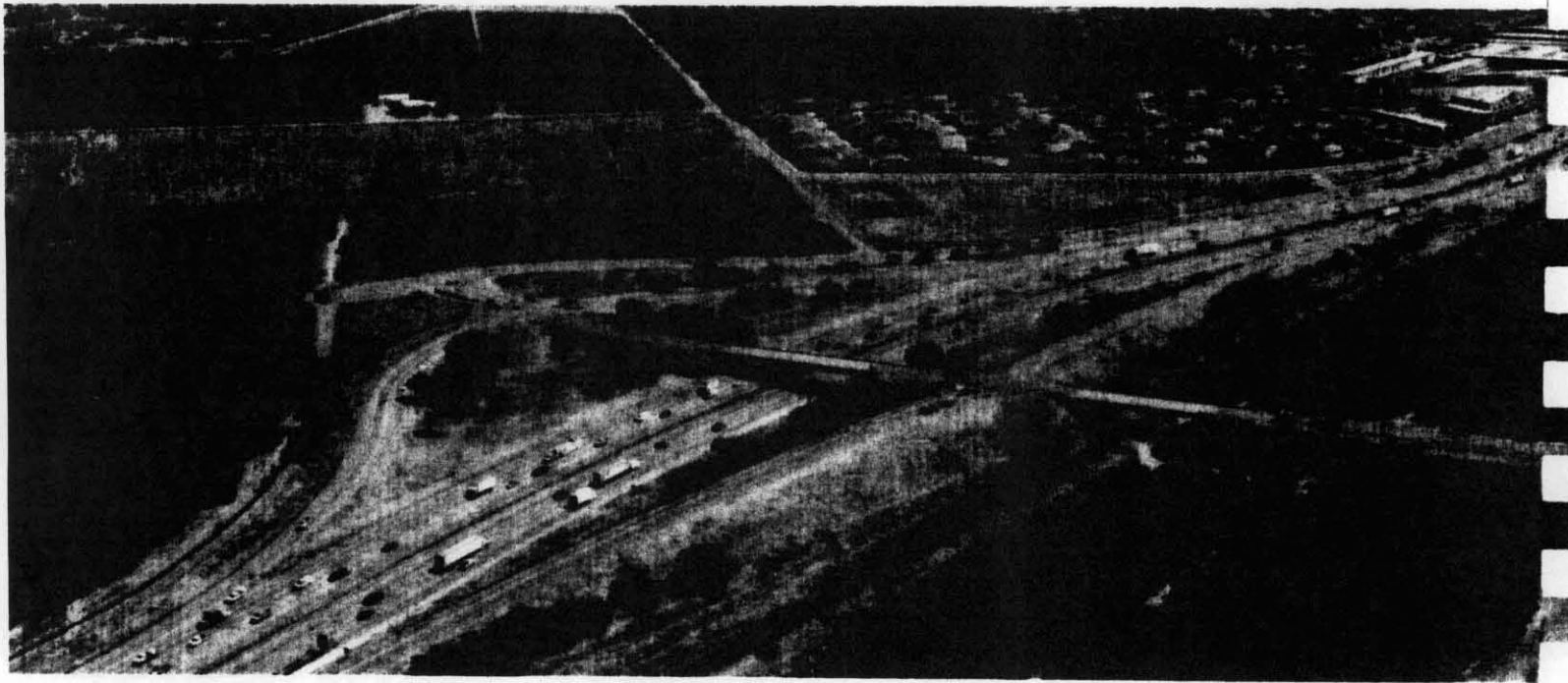
  

Other Direct Costs												
Travel	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$700
Printing/Copying	\$200	\$500	\$200	\$200	\$200	\$200	\$3,000	\$500	\$2,000	\$3,200	\$150	\$10,150
Mail FAX	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Permits Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAD/C Computer	\$400	\$0	\$0	\$1,200	\$2,400	\$5,000	\$800	\$0	\$3,000	\$400	\$0	\$13,200
Other Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>SUBTOTAL ODC's</b>	<b>\$1,300</b>	<b>\$500</b>	<b>\$200</b>	<b>\$1,400</b>	<b>\$2,600</b>	<b>\$8,000</b>	<b>\$1,300</b>	<b>\$2,000</b>	<b>\$6,200</b>	<b>\$750</b>	<b>\$24,250</b>	

<b>TOTAL</b>	<b>\$73,980</b>	<b>\$54,600</b>	<b>\$125,300</b>	<b>\$29,100</b>	<b>\$161,250</b>	<b>\$112,640</b>	<b>\$216,920</b>	<b>\$62,630</b>	<b>\$78,760</b>	<b>\$39,820</b>	<b>\$955,000</b>
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INNOVATION ♦ QUALITY ♦ SERVICE



**Rajappan & Meyer Consulting Engineers, Inc.**

1038 Leigh Avenue, San Jose, CA 95126

PH(408) 280-2772 FX(408) 280-6803

[www.rmengineers.com](http://www.rmengineers.com)

**R&M**

**EXHIBIT D**  
**PROJECT SCHEDULE**

**PROJECT SCHEDULE INCLUDED IN PROPOSAL**

**STANISLAUS COUNTY PUBLIC WORKS  
ENGINEERING DIVISION  
1716 MORGAN ROAD  
MODESTO, CA 95358**

**TRANSMITTAL**

Date: March 5, 2009  
To: Suzi Seibert, Assistant Clerk of the Board  
Re: Attachment for January 27, 2009, Item \*C-5  
From: Linda Allsop, Morgan Road  
209-525-4157

BOARD OF SUPERVISORS  
2009 MAR -5 P 3:43

Hi Suzi:

Agreement attached for Item \*C-5

Approval to Authorize the Director of Public Works to Negotiate and Execute an Agreement with Rajappan & Meyer Consulting Engineers for Professional Services for the Preparation of the Project Approval and Environmental Document (PA&ED) Phase for the State Highway 99 at Hammett Road Interchange Project



**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT FOR  
HIGHWAY 99 & HAMMETT ROAD INTERCHANGE – PA/ED PHASE**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Rajappan & Meyer Consulting Engineers, Inc., hereinafter referred to as "Consultant".

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed as described in "Exhibit B" under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify County for all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant, under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred

to in Labor Code, Section 1735.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subconsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Nine Hundred and Fifty-Five Thousand Dollars (\$955,000).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

## **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the

parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue for a period of twenty-four (24) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

#### **5.0 INSURANCE REQUIREMENTS**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability,

independent consultants, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subconsultants;
- (b) Services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Franchisee begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this

Agreement, including, without limitation, those that verify coverage for subconsultants of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subconsultants for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subconsultants: Consultant shall require that all of its subconsultants are subject to the insurance and indemnity requirements stated herein, or shall include all subconsultants as additional insureds under its insurance policies.

5.10. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subconsultants of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by

County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

## **6.0 INDEMNIFICATION**

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## **7.0 GENERAL PROVISIONS**

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Keith Meyer, P.E., Vice-President; and
- b. Lead/Manager: Martha Dadala, P.E.

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:  
Stanislaus County  
Department of Public Works  
Attn: Chris Brady  
1716 Morgan Road  
Modesto, CA 95358

If to Consultant:  
Rajappan & Meyer Consulting Engineers, Inc.  
Attn: Keith Meyer, Vice-President  
1038 Leigh Avenue, Suite 100  
San Jose, CA 95126

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms,

conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Consultant: Consultant is and shall be acting at all times as an independent consultant and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret.



The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.14. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.18. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.19. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.20. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in

respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.21. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.22. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

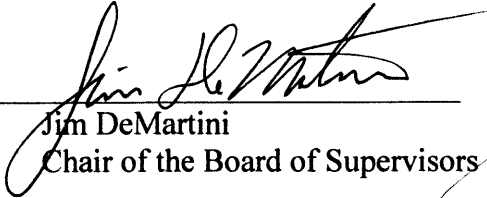
7.23. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

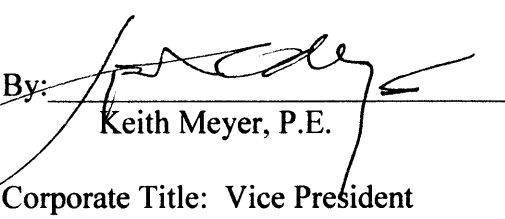
**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

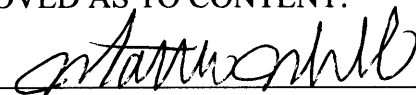
Rajappan & Meyer Consulting Engineers, Inc.

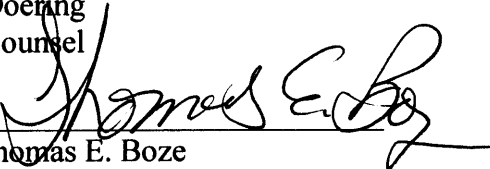
By:   
Jim DeMartini  
Chair of the Board of Supervisors

By:   
Keith Meyer, P.E.  
Corporate Title: Vice President

ATTEST:  
Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By:   
Deputy Clerk

APPROVED AS TO CONTENT:  
By:   
MATTHEW MACHADO, Director  
Department of Public Works

APPROVED AS TO FORM:  
John P. Doering  
County Counsel  
By:   
Thomas E. Boze  
Deputy County Counsel

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado**  
**Director**

1010 10<sup>th</sup> Street, Suite 3500, Modesto, CA 95354-0847  
Phone: 209.525.6550

Date

«FirstName» «LastName»  
«Company»  
«Address1»  
«City», «State» «PostalCode»

Subject: Request for Proposal – Route 99 Interchanges at Hammett Road and Kiernan Avenue

Dear Insert Prefix «LastName»:

The Stanislaus County Department of Public Works (Department) is soliciting two separate proposals to provide professional consulting services for Project Approval and Environmental Documentation (PA&ED) clearance for two interchanges: 1) the Route 99/Hammett Road interchange; and 2) the Route 99/Kiernan Avenue interchange, both in northern Stanislaus County. Funding is currently available for this phase of the project.

Stanislaus County is also soliciting supplemental proposals for the design phase of the projects. Should funding become available at completion of the PA&ED phase, it is our desire to be able to amend the consultant contract to move directly to the design and right of way acquisition phase of the project. If you are interested in proposing for this supplemental phase, please submit separate proposals from the PA&ED proposals and for each interchange.

## INTRODUCTION

The Stanislaus County Department of Public Works (Department) is the project sponsor to plan, design and construct two interchange improvement projects in northern Stanislaus County, one at the Route 99/Hammett Road interchange, and the other at the Route 99/Kiernan Avenue interchange. Separate Project Study Reports (PSRs) are underway by the County's consultants for each project. Each PSR describes and analyzes existing and forecasted conditions, alternatives considered, environmental issues, and includes approved geometrics, bridge studies, storm water data, right of way data, design exceptions and construction cost estimates. Design studies have been developed to meet future 2035 traffic forecasts based on Salida Community Plan model. These studies can be accessed at [www.stancounty.com/publicworks/](http://www.stancounty.com/publicworks/).

The work effort in this RFP will evaluate project alternatives developed in the Project Study Report for each interchange, and develop a preferred alternative and environmental clearance separately for each interchange. All work will be in conformance with the Caltrans Project Development Procedures Manual and the Caltrans Environmental Handbook.

This Request for Proposal (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the

submitted proposals. The Department may retain one consultant for both interchange projects or separate consultants for each interchange project. There shall be separate proposals for each interchange.

## **PROJECT DESCRIPTION**

The SR 99/Kiernan Avenue (SR 219) and SR 99/Hammett Road interchanges are located in the north part of Stanislaus County. The Kiernan Avenue (SR 219) interchange is on the northern edge of the City of Modesto, providing access to existing commercial and residential properties in the Community of Salida and the SR 219 corridor. The SR 99/Hammett Road interchange is located near the border with San Joaquin County providing access to the future North County Expressway, emerging commercial and residential properties.

The Salida area is undergoing rapid commercial and residential development, which has resulted in generating considerable traffic to the interchange. With a population of about 14,000, Salida is the largest town in unincorporated Stanislaus County. Salida's location along Highway 99 at the far northern end of the county puts it within long-distance commuting range of the Bay Area. The County is now underway with the adoption of the Salida Community Plan, which will define the growth parameters for the next 20 years of the Salida area. Due to projected housing and commercial growth in the Salida area, the existing interchanges at Kiernan Avenue/Route 219 and Hammett Road must be reconstructed to accommodate forecasted traffic.

The proposed interchange improvements at each location include reconstruction of the existing bridges and ramps to provide improved operations for turning movements to and from Route 99, as well as associated local road improvements at adjacent intersections. At the Kiernan/Route 219 interchange, construction of auxiliary lanes in both northbound and southbound directions are included on Route 99 from Kiernan Avenue to Pelandale Avenue.

The Project Approval and Environmental Documentation (PA&ED) phase activities will carry the alternatives identified in each PSR document through the Caltrans PA&ED process; evaluating alternatives for environmental impacts; selecting a preferred alternative; public outreach; and obtaining the environmental clearance for each interchange.

## **SCOPE OF SERVICES**

The Consultant's scope of services to be provided includes all studies and activities for providing engineering updates, environmental studies, developing the draft and final environmental document, and developing the draft and final project report for each project. This work shall be performed in accordance with the California Department of Transportation (Caltrans) guidelines including the Caltrans Project Development Procedures Manual, Standard Environmental Reference, Highway Design Manual, all governing local agency guidelines and criteria, and other appropriate manuals for the PA&ED process.

The Consultant shall provide professional services to manage and coordinate the elements of work to provide supplemental surveys and base mapping, geotechnical studies, traffic studies, alternative analyses and updated geometric approval drawings, utility analysis, right of way estimates, value analysis, updated structure advanced planning studies, hydrology/hydraulics studies, updated storm water data reports, constructability review, construction cost estimates, environmental technical studies, perform public outreach, and additional services as may be required for the timely completion and approval of the PA&ED phase for each interchange.

Stanislaus County is the project sponsor for each interchange improvement. The California Department of Transportation (Caltrans) will be the lead agency for environmental clearance. The scope of services shall be based on Caltrans Work Breakdown Structure. The Consultant should develop their unique approach to clearly define the project tasks and deliverables required to successfully complete and gain approval of each project evaluation.

### **Environmental Document**

The anticipated environmental document for the Interchange Projects will be a combined Environmental Impact Statement (EIS), prepared pursuant to the National Environmental Policy Act (NEPA), and an Environmental Impact Report (EIR), prepared pursuant to the requirements of the California Environmental Quality Act (CEQA). Caltrans, as assigned by the Federal Highway Administration, would act as the lead agency under NEPA and CEQA.

- a) **Administrative Draft EIS/EIR** – Consultant shall prepare an Administrative Draft EIS/EIR in conformance with the document outline posted on the Caltrans SER. The document will summarize the alternatives development and screening process; document the project Purpose and Need, results of environmental technical studies, project impacts and mitigation measures; and summarize the public/agency consultation and coordination process conducted as part of environmental compliance.
- b) **Draft EIS/EIR** – Consultant shall prepare, publish and distribute the Draft EIS/EIR/Section 4(f) Evaluation. Upon receipt of approval to circulate from Caltrans, the EIS/EIR will be circulated for a 45-day public review after relevant notices are prepared and circulated. Up to two public hearings to meet NEPA/CEQA requirements will be held during this period to obtain public and agency comments.
- c) **Final EIS/EIR** – Consultant shall undertake activities necessary for the production of the Final EIS/EIR. This will include incorporating responses to comments received during the public circulation period and focusing on the identified preferred alternative. The Final EIS/EIR will include records of consultations, which must be concluded prior to publication of the Final EIS/EIR.

### **SUPPLEMENTAL PROPOSALS (DESIGN AND RIGHT OF WAY PHASES)**

These tasks will follow the Guide to Capital Project Delivery Workplan Standards Release 10.0 from Milestone 210 through Milestone 500 and fundamentally includes the following tasks:

- Begin Design
- Geometric base map
- R/W requirements
- Skeleton Layouts
- 30% PS&E Review
- 60% PS&E Review
- 95% PS&E Review
- Environmental Reevaluation
- Structural PS&E
- Right of Way Certification

- Contract Documents
- Advertise and Award
- Construction support

## PROPOSAL REQUIREMENTS

In addition to addressing the above items, the Department requests that the following items be addressed and included in each proposal:

- Describe the firm's interest in providing the scope of services for the project. The person authorized by the firm to negotiate a contract with Stanislaus County shall sign the letter. Include the name, phone number, fax number and e-mail address of a contact person for the qualifications process. Provide the legal name and address of the consultant's company, as well as the address of the office where the project manager will reside and where a majority of the work will be performed. Include the number of years consultant's company has been in business, the stability of the company, the legal form of the company and any other relevant information concerning whether the consultant may or may not be financially capable of completing this project.
- Describe the consultant's experience preparing Environmental Documents and Project Reports for similar projects and familiarity with the information that supports the specific Hammett Road and Kiernan Avenue Interchange projects. Provide five references for similar projects in District 10/Central Region.
- Identify key personnel for prime consultant and subconsultants assigned to the projects, including the work load of the project manager and key team members and their availability to complete the scope of services.
- Describe the consultant's proposed understanding of project issues and approach for developing and gaining approval of an Environmental Document and Project Report for each interchange. Identify the proposed schedule for completion of PA/ED for each interchange project and methods to accelerate delivery. Identify the Consultant's approach to Quality Assurance/Quality Control.
- Identify level of effort by key personnel and estimated fees to complete PA/ED activities for each interchange. The fee proposal for each interchange must separate each project into milestones and tasks as identified in the Caltrans "Project Development Procedures Manual" and "Guide to Capital Project Delivery Workplan Standards Release 10.0," and must show the associated fees associated with the work to be accomplished. Subconsultant fees must be clearly indicated.

## SUPPLEMENTAL PROPOSAL REQUIREMENTS

The requirements for the Design and Right of Way proposals are the same as above. Proposals must be separate from the PA&ED proposals. Proposals must be submitted for each interchange project.



## CONSULTANT SELECTION PROCESS

Consultant qualifications will be evaluated by County staff and Caltrans staff and other agencies as determined necessary. The proposal will be evaluated, at a minimum, based on the following:

- Your understanding of the work to be performed
- Your firm's experience with similar kinds of work
- The qualifications and availability of staff for the project
- Your use of innovative techniques for successful project delivery
- References
- Cost proposal

## SUBMITTALS

Qualifications Submittal. The Proposal is to be limited to 50 pages total. Ten (10) copies of **EACH** proposal are due in this office by 3:00 P.M. on Monday, December 8, 2008. Please submit your proposal to:

Chris Brady, P.E., Project Manager  
1716 Morgan Road  
Modesto, CA 95358

If your firm is shortlisted, interviews will be held the week of December 15, 2008. It is anticipated that the contract(s) can be executed and a notice to proceed issued in December. With the proposal, please include your fee proposal separately for each interchange. The fee proposal for each interchange must separate the project into milestones and tasks as identified in the Caltrans Project Development Procedures Manual and provide the associated fees that define the work to be accomplished. Subconsultant fees must be clearly indicated.

Late Submittal. Stanislaus County shall deem a submittal is late if received at any time after 3:00 P.M. on Monday, December 8, 2008. This is a firm deadline and no submittals will be accepted after this time. Postmarks will not be accepted.

Disqualification. Failure to comply with the requirements of the RFP may result in disqualification. Stanislaus County is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in submittals. If a submittal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. Errors and ambiguities in submittals, including project cost estimate, will be interpreted in the favor of Stanislaus County.

Amendments to RFP. Stanislaus County reserves the right to amend the RFP by addendum or to waive minor irregularities. If necessary, the submittal deadline will be extended to allow proposers additional time to respond to the RFP addendum.

Inquiries. All questions regarding the RFP must be received in writing via mail, email or hand delivery no later than December 1, 2008 addressed to:

Chris Brady, P.E., Project Manager  
1716 Morgan Road  
Modesto, CA 95358

(209) 262-5887  
bradyc@stancounty.com

Anticipated Schedule.

<u>Activity</u>	<u>Date</u>
RFP Distributed	November 6, 2008
Submittal Deadline	December 8, 2008
Review completed	December 12, 2008
Interview	Week of December 15, 2008
Top-ranked Consultant selected	December 19, 2008
County BOS Approves Contract	January 13, 2008

If you have any questions regarding this Request for Proposals, please call Chris Brady at (209) 262-5887, or email bradyc@stancounty.com

Sincerely,

Matt Machado  
Director of Public Works



**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado**  
Director

1010 10<sup>th</sup> Street, Suite 3500, Modesto, CA 95354-0847  
Phone: 209.525.6550

November 13, 2008

Name  
Company  
Address  
Address

Subject: Addendum #1 to the Request for Proposal – Route 99 Interchanges at Hammett Road and Kiernan Avenue

Dear Name:

The Stanislaus County Department of Public Works would like to amend the recently distributed Request for Proposal for the Route 99 Interchanges at Hammett Road and Kiernan Avenue.

The clarification is on page 3 of the RFP under the section entitled Environmental Document. The Environmental Document section should be revised to read:

**Environmental Document**

The environmental document for each interchange is anticipated to be a combined Environmental Assessment/FONSI, prepared pursuant to the National Environmental Policy Act (NEPA), and an Initial Study/Negative Declaration, prepared pursuant to the requirements of the California Environmental Quality Act (CEQA). Caltrans, as delegated by the Federal Highway Administration, will act as the lead agency under NEPA and CEQA.

- a) **Administrative Draft IS/EA** – Consultant shall prepare an Administrative Draft IS/EA in conformance with Caltrans Guidelines for Environmental Studies. The document will summarize the alternatives development and screening process; document the project Purpose and Need, results of environmental technical studies, project impacts and mitigation measures; and summarize the public/agency consultation and coordination process conducted as part of environmental compliance.
- b) **Draft IS/EA** – Consultant shall prepare, print and distribute the Draft IS/EA in coordination with Caltrans requirements. Upon receipt of approval to circulate from Caltrans, the Draft IS/EA for each interchange will be circulated for a 30-day public review after relevant notices are prepared and circulated. One public hearing to meet NEPA/CEQA requirements will be held during this period to obtain public and agency comments.
- c) **Final IS-ND/EA-FONSI** - Consultant shall undertake activities necessary for the production of the Final Initial Study-Negative Declaration/Environmental Assessment-Finding of No Significant Impact. This will include incorporating responses to comments received during the public circulation period and focusing on the identified preferred

alternative. The Final IS-ND/EA-FONSI will include records of consultations, which must be concluded prior to publication of the Final IS-ND/EA-FONSI.

If you have any questions regarding this Addendum to the Request for Proposals, please call me at (209) 262-5887, or email [bradyc@stancounty.com](mailto:bradyc@stancounty.com).

Sincerely,

Chris Brady, P.E.  
Project Manager

**EXHIBIT B  
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL**

**EXHIBIT C  
CONSULTANT'S FEE SCHEDULE**

**EXHIBIT D  
PROJECT SCHEDULE**

# PROPOSAL



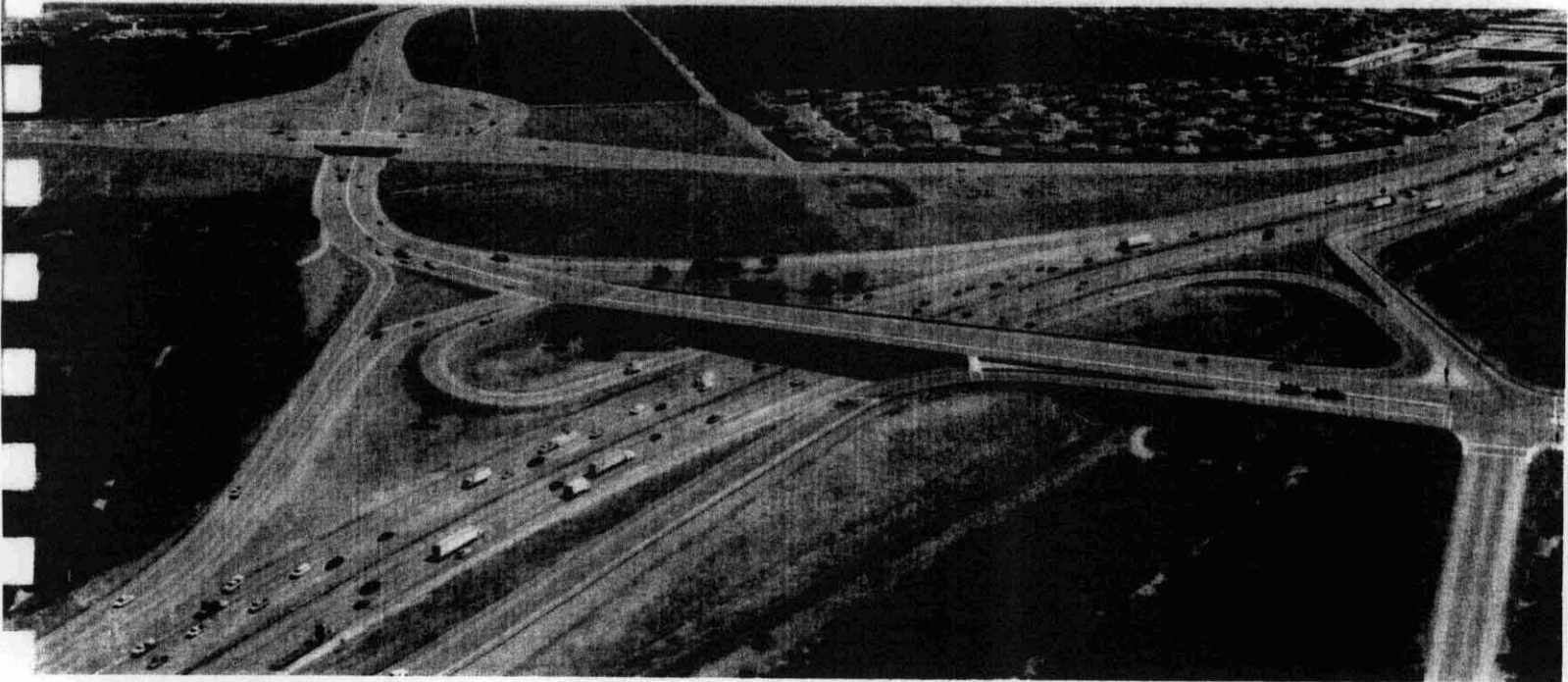
to the

**Stanislaus County**

**Department of Public Works**

for

## **Project Approval & Environmental Documentation Services Hammett Road/Route 99 Interchange**



*submitted by*

**RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.**

*with support from*

LSA ASSOCIATES • FEHR & PEERS TRANSPORTATION CONSULTANTS  
NOLTE • KLEINFELDER • ALLIANCE ELECTRICAL CONSULTANTS  
JUDITH BUETHE COMMUNICATIONS • GAMBONI LANDSCAPE ARCHITECTS  
ASSOCIATED RIGHT OF WAY SERVICES • MARTIN HSU CVS ASSOCIATES

*December 8, 2008*

**R.M.**

December 8, 2008

Mr. Chris Brady  
Project Manager  
Stanislaus County Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358

RE: Proposal for PA&ED Services on the Hammett Road/Route 99 Interchange

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Dear Mr. Brady,

Thank you for inviting Rajappan & Meyer Consulting Engineers, Inc. (R&M) to submit our Proposal for PA&ED Services on the Hammett Road/Route 99 Interchange Project. We are delighted to have been part of the project development process for this interchange, and feel that our capabilities and experience are second to none for the next phase of project approval. We plan to continue this phase of work seamlessly and execute the effort with our typical enthusiasm and technical expertise.

#### **FIRM'S INTEREST**

Rajappan & Meyer Consulting Engineers, Inc. (R&M) is uniquely qualified and experienced for the Caltrans Project Approval and Environmental Documentation phase on this project, as well as future design phases. We have been under contract to the County since the inception of the project development activities, having maintained continuity and project momentum from the beginning. We look forward to supporting the County in the next phases of project development for both the Hammett Road interchange and the Kiernan Avenue interchange, as a logical extension of our current project activities.

#### **TEAM INFORMATION**

R&M is a California Corporation in continuous business since 1994, with exclusive focus on transportation design projects for public agencies. We will be supported by nine firms on this project, all of whom have worked closely with R&M on past projects from project initiation through construction. We have selected these firms to support us based on the project requirements, depth of resources, expertise, local knowledge, working relationships with local agencies and Caltrans, and their successful working relationship with R&M:

- *LSA Associates will provide environmental analysis, report preparation and permitting.*
- *Fehr & Peers Transportation Consultants will be responsible for traffic forecasts and operations analysis.*
- *NOLTE will provide surveying, mapping, hydraulic analysis and right of way engineering.*
- *Kleinfelder will provide foundation reports and geotechnical information.*
- *Alliance Electrical Consultants will provide utility, traffic signal, ramp metering and lighting design.*
- *Judith Buehe Communications will provide public outreach support and communication.*
- *Gamboni Landscape Architects will provide landscaping and irrigation design services.*
- *Associated Right of Way Consultants will provide right of way appraisals and data sheets.*
- *Martin Hsu CVS will provide VA study management and reporting.*

We believe the R&M Team is extremely well suited to simultaneously develop and gain approval of both the Hammett Road and Kiernan Avenue Interchange projects, as defined by your selection criteria:

- Project Understanding and Approach. We have developed a time-tested work approach that will enable an integrated project delivery process and resolution of technical issues in the most expeditious time frame possible. All work submittals will be completed in conformance with Caltrans requirements and will be perfected under our in-house quality assurance program. An important point about our experience is that we carry the majority of projects from planning-level through final design. This results in a complete understanding of the design implications and true project implementation costs at the planning and environmental stages.
- Experience with Similar Projects. R&M is uniquely experienced with the requirements for the design of this project based on our past history. Within Caltrans District 10 alone, R&M has been the Prime Consultant for the following similar projects:
  - Route 99/Hammett Road and Kiernan Avenue interchanges - Stanislaus County (PSR)
  - Route 132 Widening - StanCOG (PR, PS&E)
  - Route 99/Jack Tone Road Interchange - SJCOG and City of Ripon (PSR, PA&ED, PS&E)
  - Route 99/Arch Road interchange - San Joaquin COG (PSR, PA&ED, PS&E)
  - I-205 Auxiliary Lanes - San Joaquin COG (PSR, PA&ED, PS&E)
  - I-5 North Corridor Improvement Project - City of Stockton (PSR, PA&ED, PS&E)
  - I-5/Eight Mile Road Interchange - City of Stockton (PSR, PA&ED, PS&E)
- Qualifications and Availability of Key Team Members. The R&M team has proven experience in designing complex interchange projects, with complicated land use, geometric, construction, right of way, and environmental issues. Our project manager, Keith Meyer, is very knowledgeable regarding the design issues, Caltrans policies and procedures for this project, and has an excellent working relationship with Caltrans and County staff. In addition, this team has worked together on many other major highway projects, including several within District 10. Most recently, we have completed PA&ED phase activities on a fast-paced CMIA project for construction of I-205 Auxiliary Lanes Project in Tracy, simultaneously with the completion of the Draft EIR/EA for one of the largest projects in District 10, the \$500 million I-5 North Stockton Improvement Project.
- Innovative Techniques. R&M is in a unique position for this work, having already completed all Traffic Operations, topographic mapping, GAD, Design Exceptions, APS, SWDR, RWDS and estimates for the current alternatives. As a result, we anticipate minor changes and updates for the PA&ED phase to all documents, after approval of revised traffic forecasts by Fehr & Peers. Given our recent successes on the I-205 and I-5 Environmental Documents, our team is completely up-to-speed on Central Region preferences and methods for environmental documentation.

We understand the importance of this interchange to the County and as it realizes implementation of the Salida Area Plan. We are therefore targeting an aggressive 14-month schedule for the PA/ED. Assuming a Notice to Proceed is issued by January 2009, we would anticipate completing initial studies in the Spring 2009. Upon concurrence of the updated geometric drawings, technical engineering studies would be completed in the summer of 2009 and the Environmental Document would be approved in January 2010 with PA&ED complete in March 2010.



Pending the availability of funding, design of the interchange improvements could begin in late 2009 and would be complete by early 2011 (presuming construction by the County). Construction could begin by summer 2011 with completion in Fall 2013.

- References. R&M works hard to please our clients and to help them deliver complicated projects. Our attention to detail, perseverance, and focus on "getting the job done right" have all resulted in an uninterrupted record of success for the last 15 years. We are pleased that every existing client of R&M is a repeat client. We encourage the County to contact our references.
- Cost Proposal. With our team being the most familiar about the issues associated with this project, we believe we will be able to provide the most cost effective services for the County. We have estimated the budget for the PA&ED phase to be \$955,000.

## PROPOSAL CONTENTS

Our proposal is structured in response to the County's request as follows:

- Cover Letter - Firm's Interest and Authorized Contact
- Section A - Company History and Financial Capability, Consultant's Experience and References
- Section B - Staffing Plan, Key Personnel and Availability
- Section C - Proposed Understanding, Work Approach and Schedule
- Section D - Level of Effort and Estimated Fees

We would like to emphasize that R&M has been and will continue to be committed to the County for the "long haul". We have thus structured our team, schedule, budget and work approach to continue working on both Hammett Road and Kiernan Avenue interchange projects simultaneously for both PA&ED phase and final design phase efforts, should the County choose to select the R&M Team for all work.

Again, thank you for providing us with this great opportunity to continue our enjoyable working relationship with Stanislaus County. We look forward to hearing from you and getting started on the next phases!

I will be the contact and person authorized to negotiate for this project, and can be reached at:

Phone: 408-280-2772 Cell: 408-781-4003 Email: keith@rmengineers.com

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.



Keith G. Meyer, P.E.  
Vice President

## SECTION C PROJECT UNDERSTANDING AND APPROACH

This section details our understanding of the Hammett Road Interchange Project, issues that will require resolution during PA&ED, and our work plan for completing environmental studies, updating the preliminary design and preparing environmental documentation and the Project Report.

### PROJECT DESCRIPTION

The proposed project involves reconstruction of the existing interchange at Route 99 and Hammett Road, including the overcrossing, on and off-ramps, and roadway segments within the interchange area. Effectively, a new interchange will be constructed in place of the existing interchange. On and off-ramps will be widened to accommodate greater traffic volumes entering and exiting the mainline. The new bridge will be on a new alignment to the north of the existing alignment (for stage construction purposes) and will have a six-to-eight-lane cross section that conforms with a eight-lane cross section for the future Hammett/Ladd Road extension to the east. Additional improvements will be required at the Pirrone Road connection to Hammett/Ladd Road, which forecasted volumes indicate will need to be a grade separated interchange.

Two alternatives plus the No Build alternative are planned to be considered in the PA&ED phase of the proposed interchange. For each alternative on ramps would include provisions for ramp metering and high occupancy vehicle bypass lanes. No auxiliary lanes are planned on Route 99 between Hammett Road and Kiernan Avenue to the south or between Hammett Road and Main Street to the north.

#### Alternative 1 - Modified Diamond Interchange

In this alternative, the existing interchange ramps, local roads and the ramp and local intersections are proposed to be widened, maintaining their current general configuration as a Type L-2 diamond interchange. Changes to the Hammett Road would include construction of a new bridge to a slightly higher profile to accommodate eight 12-foot lanes, 4-foot median, 8-foot right shoulders and a 10 foot sidewalk on the north side of the street. The intersection of Hammett Court would be converted to right in right out and the intersection of Pirrone Road



/Hammett Road would be grade separated with access ramps, if the plans for the regional shopping center are carried forward. The Hammett Road bridge over the UPRR would be replaced and widened. Although the PSR currently shows extended acceleration and deceleration lanes to and from the north, due to impacts and costs from widening the Stanislaus River bridge, discussions with the County indicate their preference to process an advisory design exception to postpone auxiliary lane construction until such time that Route 99 is widened.

### Alternative 2 - Modified Partial Cloverleaf Interchange

This alternative would replace the bridge overcrossing of Route 99 and the UPRR to accommodate a widened cross section. The reconstructed bridge will carry six lanes. Alternative 2 will accommodate predicted traffic volumes beyond year 2035. A loop southbound off-ramp will be constructed to accommodate the additional traffic exiting from State Route 99. In the PSR, a high speed northbound onramp would also add an auxiliary lane which will extend approximately 2000 feet, and would require



improvements to the bridge over the Stanislaus River. An advisory design exception is planned to be processed during PA&ED to postpone this auxiliary lane requirement. This interchange configuration will support the planned extension of Hammett Road/Ladd Road to the east as the North County Corridor by providing uninterrupted flow to and from Route 99 north, which is the predominant travel flow direction. As a result this is the preferred configuration by the County at this time, although it is the most expensive of two alternatives considered in the PSR.

### **KEY ISSUES**

The Hammett Road/Route 99 Interchange is a fairly straightforward project, with only a few important issues to consider.

#### Independent Utility of Hammett Road/Route 99 Interchange

It will be important to develop the traffic forecast process and project approval documents with consideration of the Hammett Road Interchange as having "independent utility" from the North County Corridor. The improvements at Hammett Road/Route 99 must continue to be required and sized based on traffic from the Salida Area Plan, than from the extension of the NCC to the east. However, forecasts have considered and will continue to consider this extension and its contribution of traffic to the interchange. We believe strongly that an environmental analysis clearly separated from the NCC project is important for the interchange's acceptance as an independent project.

#### New Traffic Forecasts and Operations Analysis.

The existing design was prepared based on modified 2030 forecasts from Dowling Associates. The updated forecasts were increased to get to a 2035 design year based on assumed annual growth from 2030. In the new effort, Fehr & Peers will update the forecasts based on a comprehensive 2035 model, which will include the Salida Area Plan and coordinate with new North County Corridor volumes, which will likely produce lower forecast volumes than those used in the PSR. Therefore, the design geometrics may be able to be adjusted, and the cost of Alternative 2 may be able to be reduced. Confirmation of roadway widths, elevation and freeway conforms, structure column placements, and local access modifications is required. This work will be conducted early on in the effort, as any revisions should be shown in the project environmental document.

Four additional alternative layouts were developed in response to the PDT and Caltrans design staff comments including:

- Alternative 3 - Single Point Interchange (Type L-13)
- Alternative 4 - ParClo A - (Type L-7) Loop On Ramps
- Alternative 5 - Direct Exit Ramp Solution
- Alternative 6 - Direct Entrance Ramp Solution

Although these alternatives were evaluated in detail and rejected, it is possible that Alternative 4 may again be viable, if the traffic volumes change substantially. R&M will work with F&P to review the viability of these prior alternatives.

### Environmental Perspective

The interchange must be reconstructed to meet the larger geometric design needed to accommodate forecast traffic volumes associated with the Salida Area Plan and the North County Corridor. Located in a predominantly rural setting, interchange reconstruction will have more of an effect on the natural environment, triggering issues involving various natural resources. Conversely, fewer impacts are anticipated for the urban/manmade setting and socioeconomic conditions. Overall, the issues focus on biological resources (particularly those resources near the Stanislaus River), cultural resources (for pre-historic and historic resources), paleontological resources (based on geologic formations), water quality and drainage (due to the potential discharge of runoff into the Stanislaus River and/or into the groundwater), traffic (forecast traffic volumes effects on intersections and roadway segments), noise (nearby sensitive receptors), loss of farmlands (agricultural lands conversion) and visual resources (due to change in visual conditions). Of principal concern are the following environmental issue areas:

Noise - Residential uses occur in the project vicinity and may be indirectly affected by local network improvements. In several locations, residential lots border the connecting roadway exposing exterior living areas to high traffic noise levels. Some locations appear to require noise barriers to reduce traffic noise. Similarly, interior noise levels are likely to be high due to proximity to the road travel lanes. Increasing the future traffic volumes on the connecting network will create noise concerns. Changes in future traffic volumes will require new noise monitoring. Various noise attenuation techniques should be investigated and tested for effectiveness in conjunction with the environmental review.

Water Quality - Since the interchange currently exists, drainage conditions are pre-existing for the reconstructed interchange features. Additional runoff will be generated by the widening of Hammett Road, as well as from the extension of Ladd Road and Pirrone Road. However, the additional runoff should not create any new water quality issues and can be addressed through the application of standard water quality measures and Best Management Practices. The project site is not located within the 100-year floodplain, and has no unusual flood or drainage issues. The project's effect from implementing the build alternatives on local drainage should be discussed, including the use of basins within the interchange footprint to detain runoff during peak storm conditions.

Floodplain Impact. If considered during the PA&ED phase, the widening of the bridge over the Stanislaus River should not noticeably impact the floodplain and water surface elevation. A technical Floodplain Analysis will be needed to estimate additional runoff, and define a strategy/design concept for accommodating additional stormwater. In the PSR an auxiliary lane which will extend approximately 2000 feet north on Route 99 and would require improvements to the bridge over the Stanislaus River. An advisory design exception is planned to be processed during PA&ED to postpone this auxiliary lane requirement.

Cultural Resources - Existing resources with the potential to meet State historic/prehistoric thresholds for significance need to be documented and reviewed for significance. Research on previous cultural studies conducted in the area identified four cultural resources that will require evaluation for eligibility for listing in the National Register, if the final Area of Potential Effect boundary includes these resources: a segment of the Union Pacific Railroad, fruit orchards and vineyards which may be part of a cultural landscape, a farmstead, and Lateral #8 of the Modesto Main Canal.

Paleontology Resources - The project area has the potential to contain Pleistocene sediments located within the Modesto Formation. Moderately developed Holocene soils overlying the Pleistocene deposits and the potential need for drainage basins within the project area suggest a potential for encountering paleontological resources during construction activities.

Land Use - Potential changes in land use both within and adjacent to the roadway corridor due to the interchange reconstruction will need to be examined. The new interchange designation/purpose will need to be reviewed in light of the Salida Community Plan and Stanislaus County General Plan policies. Consistency with these planning programs and the North County Corridor plan documents will also be determined. On the west side of the project area, farmlands could be affected by the widening of Hammett Road. In this area, an orchard is present between the Union Pacific Railroad tracks and Hammett Court. Approximately 10 acres could be impacted. On the east side, the extension of Ladd Road to Pirrone Road will encroach into farmlands, and could impact fallow farmland, a small portion of an orchard, and an area planted in row crops. Both Ladd Road and Pirrone Road will ultimately divide the lands planted in row crops when the area is developed in accordance with the Salida Community Plan.

Biological Resources - Interchange reconstruction could impact an existing blue elderberry (*Sambucus mexicana*) plant that potentially provides habitat for the valley elderberry longhorn beetle (VELB). Formal Section 7 consultation with the USFWS for the VELB would be required. Impacts to aquatic species (anadromous fish) are expected due to the widening of the State Route 99 Bridge over the Stanislaus River as needed to accommodate interchange geometry. Additional columns will be needed in the river channel for the widening improvements. Consultation with the NOAA/NMFS for anadromous fish may be required due to potential effects on fish spawning and fish passage. Both the existing Route 99/Stanislaus River bridge and the Route 99/Hammett Road bridge may have bats, nesting swallows, and other protected migratory bird species. Burrowing owls and Swainson's hawk could be impacted by tree removal activities. Several interior live oaks (*Quercus wislizenii*) occur within the Stanislaus River corridor, near the existing interchange and along roadway shoulders and may be removed.

Wetlands - Based on reconnaissance level field review, it appears that the only wetlands likely present within the project boundary subject to Army Corps of Engineers jurisdiction occur within the Stanislaus River corridor. Widening of the bridge deck over the Stanislaus River may temporarily impact jurisdictional waters during construction. As confirmation, a jurisdictional delineation will be necessary to identify potential wetlands or special aquatic site habitat areas, followed by an impact assessment.

Hazardous Wastes/Materials - There is some evidence of contamination from existing or past land uses, activities or operations, which would present potential hazards for construction workers. The site survey determined that reflective paint was used on the Union Pacific Railroad bridge overcrossing (south side only) that could contain lead. Testing for lead in the reflective paint and the potential for hazardous waste is required. Testing to ensure that the agricultural lands do not contain hazardous wastes from agricultural practices, or UPRR lands will be required. The risk ranking for the interchange is considered low.

## **SCOPE OF SERVICES**

The Scope of Services is divided into five tasks, numbered 1 through 5, which are summarized below.

- TASK 1. Project Management
- TASK 2. Investigations/GAD
- TASK 3. Environmental Document
- TASK 4. Project Report
- TASK 5. Public Outreach

### **TASK 1. PROJECT MANAGEMENT**

R&M, under this Phase of this Agreement, will provide project management for each task for the entire duration of the Agreement schedule. The management functions are described in detail in the following:

#### **1.1. Management Activities**

Management activities will consist of administration, coordination, attending meetings and quality control as described in Section VIII, General Scope of Services, and as stated in the following:

- (a) Supervise, coordinate and monitor design for conformance with Caltrans' standards and policies.
- (b) Assure compliance with other codes and standards as acceptable to Caltrans and approved by Stanislaus County. An example will be the use of County standards for arterials and local roads outside Caltrans' right-of-way.
- (c) Maintain Project files in accordance with Caltrans' Uniform Filing System and Caltrans' Bridge Memo to Designers.
- (d) Assure that all documents requiring Caltrans' oversight review are prepared in accordance with Caltrans' standards, guidelines, and procedures.
- (e) Coordinate design effort with all team members, including.
  - Caltrans (All offices, departments, divisions and groups as directed by Caltrans' Project Development and, if applicable, by Caltrans' DOS)
  - County, city, regulatory agencies and private property owners.
- (f) Prepare a detailed Critical Path Method (CPM) schedule within one month after Notice to Proceed for the project and submit updated electronic progress schedule on a monthly basis.
- (g) Prepare and submit budgets, monthly progress and performance reports, and invoices.

#### **1.2. Meetings and Coordination**

- (a) R&M will coordinate design effort with all team members, and the following:
  - Stanislaus County
  - Caltrans (All offices, departments, divisions and groups as directed by Caltrans' Project Development and, if applicable, by Caltrans' DOS)
  - Regulatory agencies and private property owners.

- (b) R&M will attend meetings such as:
- Regular monthly design coordination meetings. (13 months)
  - Workshop meetings with Caltrans and other agencies to resolve issues. (8 meetings)
  - Design focus meetings will be held to resolve issues at key stages. We anticipated focus meetings will be held with traffic forecast, traffic operations and geometric staff at Caltrans to present, discuss and agree on solutions.
- (c) R&M will prepare and submit correspondence and memos including all meeting minutes.

### 1.3 Quality Control / Quality Assurance

Quality Control procedures shall be strictly adhered to and properly documented throughout the entire course of the work. Activities by R&M will include:

- a) Assure accuracy of all details at interface conformance locations.
- b) Review design plans and grid grades to assure consistency between roadway grades and structures.
- c) Provide input on changes to all highway plans such as profiles, superelevations and horizontal alignment that impact structural plans and other documents.
- d) Review structural plans, including bridge plans, to assure consistency with road plans upon completion of bridge general plans. Check for alignment and interface accuracy.
- e) Verification that all design is accomplished in accordance with appropriate design criteria and required processes.
- f) Periodic audits of the Project Team are conducted and documented for conformance with contract requirements, design criteria and other project quality standards.
- g) Review and responses to comments made by outside agencies are presented, discussed and agreed to before incorporation into documents. Proper checking and backchecking that revisions have been made.

## TASK 2. PRELIMINARY INVESTIGATIONS/GAD

Task 2 will consist of developing updated traffic forecasts and operations analysis for the project and updating the design plans already prepared and approved. R&M activities will include the following:

### 2.1 Right of Way Surveys and Survey Control Data

NOLTE, under contract to R&M, will provide supplemental survey for the freeway section from Hammett Road north across the Stanislaus River, and update the right of way information for the project. It should be noted that we anticipated NO additional new mapping is required for this project. For this work, NOLTE will:

(a) Project Data Research and Setup

- Research for existing project control (horizontal and vertical) and aerial control (vertical)
- Obtain encroachment permit.
- Review and evaluate published vertical and horizontal control data.
- Site reconnaissance of published/project control points and benchmarks.
- Research boundary and right of way maps and records and record utility drawings with Stanislaus County, Caltrans, County

(b) Project Control and Aerial Control

- Vertical datum for this project is NAVD 88. Horizontal datum is NAD83.
- Units are English.
- Control Survey and leveling to verify selected published/project control.
- Set and survey new aerial control points.
- Locate sufficient existing boundary and right of way monuments to tie record boundary to control and topography.

(c) Aerial Photography

- Coordinate with aerial mapping sub to acquire new aerial photography.

(d) Photogrammetric Compilation & Orthophotography

- Compile topographic mapping at 1" = 50' with 1 foot contour interval from aerial photography.
- Topographic mapping will include planimetric features visible in the photography, such as signs, signals, surface visible utilities, roadway improvements, walks, walls, fences and buildings.
- Perform orthographic rectification and provide digital color orthophoto.

(e) Supplemental Field Topography Survey

- Field inspection of compiled topographic mapping to verify features and field location to supplement compiled aerial mapping.
- Lane Closure/Traffic Control Subcontractor not anticipated.

(f) Prepare Topographic Survey

- Mapping to Caltrans Standards.

(g) Final Deliverables

- AutoCAD .dwg file of final topography survey.

## 2.2 Update Traffic Forecast and Operations Report

Fehr & Peers will support the team by providing traffic engineering and transportation planning services during the preparation of the Traffic Forecast Report and Traffic Operations Report for the Route 99/Hammitt Road Interchange. This work scope is divided into six major tasks: (1) Data Collection; (2) Existing Conditions Analysis; (3) Traffic Forecasting; (4) Future Conditions Analysis; (5) Documentation; and (6) Meeting Attendance.



(a) Data Collection

Fehr & Peers will collect new existing AM (7-9 AM) and PM (4-6 PM) peak period intersection traffic counts at the following locations:

- SR 99 Southbound Ramps/Hammett Road
- SR 99 Northbound Ramps/Hammett Road
- Ciccarelli Road/Hammett Road
- Pirrone Road/Hammett Road
- Hammett Court/Hammett Road

In addition, Fehr & Peers will collect new existing AM (7-9 AM) and PM (4-6 PM) peak period SR 99 mainline vehicle classification counts (passenger cars and trucks) at the Hammett Road overcrossing. In addition, a 24-hour classification tube count will be performed on Hammett Road to determine daily traffic volumes on Hammett Road and percent of trucks. Fehr & Peers will also obtain AM and PM peak period counts on SR 99 including ramp volumes at the SR 99/Hammett Road interchange and SR 99/Pelandale Avenue interchange from Caltrans or other sources (SR 99/Hammett Road PA/ED), if available.

Fehr & Peers will perform peak period field surveys to identify existing geometric features, lane configurations, traffic control devices, and queuing issues at each of the intersections identified above.

This information will be used to calibrate/validate the traffic operations models. Fehr & Peers will also collect and present accident data on SR 99 (between Pelandale Avenue and Hammett Road) and at the SR 99/Hammett Road ramp junctions for the last three years.

(b) Existing Conditions Analysis

The intersection traffic counts, lane configurations, signal timings, and other information collected under data collection will be used to develop existing AM and PM peak hour Synchro/SimTraffic models (version 7). Synchro provides results consistent with the Transportation Research Board's 2000 Highway Capacity Manual (HCM) methodology. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service, and vehicle queuing. Existing freeway mainline, merge and diverge operations will be determined from analysis procedures delineated in the 2000 HCM. Mainline segment analysis will be performed on SR 99 from south of Hammett Road to north of 2nd Street. In addition to mainline segment analysis, ramp junction analysis will be performed for Route 99 junctions with on and off ramps at Hammett Road, Hammett Road and Pelandale Avenue. Fehr & Peers will submit a technical memorandum summarizing the existing traffic conditions for review and comment by the Project Development Team (PDT). Prior to submitting the existing conditions analysis for PDT/Caltrans review, Fehr & Peers will QA/QC the existing conditions analysis to provide an independent review of the results. Comments and/or suggestions provided by Fehr & Peers to improve the reliability of the traffic models and results will be taken into consideration and if applicable, incorporated into the existing conditions analysis.

(c) Traffic Forecasting

Fehr & Peers will utilize the 2007 StanCOG RTP travel demand forecasting model being refined as part of the North County Corridor Route Adoption project to develop Year 2015 and Year 2035 AM and PM peak hour traffic forecasts. Fehr & Peers will coordinate with Caltrans and the PDT to determine the appropriate roadway network and land use assumptions under these horizon years.

Prior to developing traffic forecasts, a focused model calibration/validation exercise will be undertaken in the study area (includes SR 99 from south of Pelandale Avenue to north of Hammett Road). A calibration/validation memorandum will be developed that presents initial model validation procedures and results, to be reviewed with Caltrans. If the model does not meet the specified Caltrans targets, we will work to improve the validation results by adjusting link characteristics and conducting select link analyses to ensure reasonable movements through the project area. Fehr & Peers will review the results with Caltrans and if the revised model meets the specified validation target we will proceed with the future year forecasting. However, if the revised model still does not fully meet all of the targets, Fehr & Peers will review the progress made with Caltrans and request approval to proceed with forecasting. Year 2015 and Year 2035 traffic forecasts will be developed for up to three alternatives including No Project conditions. The StanCOG Travel Demand Model has a horizon year of 2030. Therefore, Fehr & Peers will work with the project team to identify a proper method to develop Year 2035 traffic projections. Two key inputs will need to be agreed upon: 1) Year 2035 land use projections and 2) Year 2035 roadway network. Fehr & Peers proposes to determine Year 2035 land use projections by using linear extrapolation between the StanCOG base year and 2030 land use projections. The land use projections will take into consideration the Salida Community Plan.

The Year 2035 roadway network will be based on the StanCOG Tier 1 Highway Improvements list plus any additional improvements that could reasonably be expected between Year 2030 and Year 2035. Opening Year 2015 forecasts will be developed similar to Year 2035 forecasts by first establishing the land use and roadway network anticipated to be in place by Year 2015. Year 2015 land use will be estimated using linear interpolation between base year and Year 2030 land use projections. The Year 2015 roadway network will be based on the projects anticipated to be completed by Year 2015 in the Tier 1 Highway Improvements list. The future (2015 and 2035) unconstrained demand forecasts from the model will likely exceed the capacity of the Route 99 mainline and/or interchange ramps. We will manually constrain the traffic volumes to reflect the true capacity of SR 99 and use the constrained volumes to determine future year traffic operations in the study area. Fehr & Peers will submit a technical memorandum summarizing the traffic forecasts methodology and resulting volumes for review and approval by the PDT.

(d) - Future Conditions Analysis. The approved traffic forecasts will be used to develop Synchro/SimTraffic models (AM and PM peak hour) for up to three alternatives including No Project conditions. The Synchro/SimTraffic models will include the same intersections evaluated under existing conditions. Traffic operations for the intersections will be determined from the SimTraffic output. Peak hour analysis will be performed for the opening year and design year under each project alternative. Results will include average delay, level of service, and estimated queue lengths for each intersection. Fehr & Peers will compare the results of the alternatives to help the PDT evaluate the benefit and justification for the project. The results will also help identify the necessary traffic control and intersection geometrics at each study intersection that will be necessary to serve the anticipated growth in the area. Fehr & Peers will also perform future year AM and PM peak hour mainline and ramp junction analysis for the study locations evaluated under existing conditions for up to three alternatives including No Project conditions. The mainline and ramp analysis will be consistent with the methodologies presented in the 2000 HCM. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). Prior to submitting the existing conditions analysis for PDT/Caltrans review, Fehr & Peers will QA/QC the future conditions analysis to provide an independent review of the results.

Comments and/or suggestions provided by Fehr & Peers to improve the reliability of the traffic models and results will be taken into consideration and if applicable, incorporated into the future conditions analysis.

(e) - Documentation

Fehr & Peers will prepare a combined Administrative Draft Traffic Operations Report (ADTOR) that summarizes the existing conditions analysis results, traffic forecasts development, and future conditions analysis results for one round of review and comment by STANISLAUS COUNTY and Caltrans. The ADTOR will address the proposed interchange improvements in accordance with Caltrans guidelines and requirements under existing, Year 2015, and Year 2035 conditions. After written comments are received from the County, Fehr & Peers will prepare a Draft TOR for submittal to Caltrans. Fehr & Peers will respond to one round of written comments from Caltrans to prepare the Final TOR. The TOR will address operations with and without the proposed improvements in order to quantify through appropriate measures of effectiveness the benefits of the proposed improvements.

**2.3 Right of Way and Utility Surveys.**

(a) Existing Right of Way / Property Lines

NOLTE will collect available record right of way maps, County recorded subdivision maps and records of survey, available data from the County and existing right of way lines for the Project, and adjacent property lines will be established.

(b) Proposed Right of Way Lines

R&M will provide new right of way lines and areas for the project. R&M will provide any estimates of right of way or easement costs through a qualified appraiser.

(c) Utility Data

AEC will request available utility information within the project limits area. The record locations of subsurface utilities will be provided by Stanislaus County based information received from utility companies. A utility relocation plan will be developed to fully describe the utility impacts and relocations required.

(d) No potholing or detailed surveys are included by R&M in this phase.

(e) Right of way Data Sheet

R&M, AEC and Associated Right of Way Services will prepare information required for the Right of Way Data Sheet, to be submitted to Caltrans for review and approval.

**2.4. Geometric Drawings**

R&M will prepare updated DIB 78 and update the Geometric Approval Drawings (GADs) in accordance with Caltrans' Highway Design Manual for two alternatives, based on revisions from the revised traffic operations assessment. R&M will submit GADs (including layout, profile, sections and superlevation diagrams) to the district geometric staff for review. A geometrics meeting will be held with the headquarters reviewer and revisions made after that meeting. R&M will coordinate its design activities in order to assure timely approval of Bridge General Plans by Caltrans' DOS.

## 2.5 Preliminary Geotechnical Report

A Preliminary Geotechnical Report has already been prepared and will need no further updating. Kleinfelder will conduct hazardous materials testing in the UPRR bridge, per recommendations in the PEAR document.

## 2.6 Advance Planning Studies

R&M will update the currently approved Bridge Advance Planning Studies for all bridge alternatives. Two bridges are anticipated for Alternative 1, four bridges for Alternative 2 and two tieback walls are envisioned. R&M will submit APS directly to Caltrans Division of Structures for review and comment.

## 2.7 Fact Sheets

A fact sheet for an Advisory Design Exception for the northbound entrance and southbound exit auxiliary lanes will be prepared, since it is the County's desire to defer this work to a later phase. R&M will prepare draft and revised fact sheets for Caltrans review and approval.

## 2.8 Storm Water Data Report

R&M will update the approved Storm Water Data Report in the format approved by Caltrans for the revised alternatives. The report will include the following:

- Existing conditions
- Concept Drainage
- Conceptual hydraulic analysis
- Proposed revisions to existing pump station
- Location of anticipated basins

## 2.9 Pavement Life Cycle Analysis

R&M will prepare a pavement life cycle analysis cost, a relatively new requirement for the PA&ED phase. The LCC analysis will review different pavement sections for the new ramp construction including different combinations of RHMA, HMA and PCC pavement sections. The assumptions for the LCC will be discussed with Caltrans design staff prior to preparation of the report.

## 2.10 Value Analysis (MHA)

We are proposing that a Value Analysis be conducted during the PA&ED stage to provide input on alternative selection and refinement. This effort will be managed by Martin Y. Hsu, PE, CVS & Associates, Inc. (MHA) under subcontract with the R&M. The purpose of the Value Analysis will be to improve quality and identify unnecessary cost, of the project by using innovative VA process. This work will also include evaluation of results of a pavement Life Cycle Analysis performed during the project PA&ED stage. MHA will lead the Value Analysis Team by attending two meetings, preparing a Project Analysis presentation for the Caltrans VA Team, providing 10 sets of plans, leading a one-week VA team process, preparing a draft and final report, and incorporating agreed-upon comments into the concept design.

## 2.11 Cost Estimates

R&M will update the construction cost estimate for the each alternative based on most recent 2009 data. The estimate will be a 6-page PR estimate with a 15% contingency as required by the Caltrans Project Development and Procedures Manual.

## TASK 3. ENVIRONMENTAL DOCUMENT

This work will be conducted by LSA Associates, under subcontract to R&M. Tasks are as follows:

### **3.1. - Data Collection/Field Review**

Under this task, LSA will obtain and review all available documents that will provide environmental information for the interchange improvement project. LSA will also conduct field reviews to identify potential environmental issues and constraints.

### **3.2. - Technical Studies**

LSA proposes to conduct the following technical studies identified in the PEAR. Unless otherwise noted below, three (3) copies of each draft report, and two (2) copies of each final report will be submitted to Caltrans for review. A total of 20 copies of each technical study will be generated for the public review process.

#### (a) Cultural Resources

LSA will conduct cultural resource studies that are needed for the California Department of Transportation (Caltrans) to address requirements of Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, the California Environmental Quality Act, and the Caltrans 2004 Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act. LSA will conduct a records search, background research, contact Native Americans and the McHenry Museum and Historical Society, and conduct field studies to prepare Archaeological and Architectural Area of Potential Effects (APE) maps, a Historic Property Survey Report (HPSR), an Archaeological Survey Report (ASR), and a Historical Resources Evaluation Report (HRER). These studies are required by Caltrans, as listed in the proposed project's Preliminary Environmental Analysis Report (PEAR).

#### (b) Biological Resources

The following studies related to biological resources may be required to support CEQA/NEPA environmental documents as well as for project permitting through federal and State regulatory agencies.

#### Natural Environmental Study

A Natural Environment Study (NES) will be prepared in accordance with Caltrans' Guidance for Consultants (October 2005) and guidance on the Caltrans SER Web site. A key objective of the NES is to identify any special status plant or wildlife species, or sensitive habitats that may be affected by the proposed project. The NES will evaluate the potential impacts of the project on biological resources within the defined limits of work. A search of the most recent CNDDDB and CNPS records will be performed to determine the potential for special status species to occur in the vicinity of the project site. In addition, a list of federally listed species for the project site and the surrounding area will be requested from the USFWS. As part of this process, informal coordination with federal and State agency staff, as appropriate, will be initiated regarding the potential presence of special status species on the project site. Focused surveys will be conducted as necessary and appropriate based on site conditions and the potential for special status species to occur on the project site. Based on a preliminary review of site conditions, we have budgeted for the following surveys:

- Burrowing owl habitat assessment
- Special status plants (including Elderberry) - one survey
- Nesting birds and bats (one survey)

Any focused surveys will be performed consistent with appropriate federal and State agency protocols for the species to be surveyed and will be conducted by biologists experienced in conducting surveys for those species. The NES will be prepared in draft form for review by the project team. To reduce costs, the draft will be generated in electronic (PDF) format. LSA will respond to comments on the draft report and prepare electronic and up to ten hard copies of the final report. We have budgeted ten hours for responding to comments.

### Wetland Delineation/Jurisdictional Waters

Areas potentially meeting Corps of Engineers (Corps) criteria for wetlands or other waters of the United States (WoUS) will be delineated in accordance with the routine procedures described in the Corps 1987 Wetland Delineation Manual (1987 Manual), the Arid West Regional Supplement, and the Sacramento District (2001) minimum standards. It is anticipated that the delineation can be processed as a "preliminary jurisdictional determination" pursuant to Corps Regulatory Guidance Letter 0802 (June 2008). The preliminary jurisdictional waters delineation, consisting of a map in the appropriate scale, data forms, and a Preliminary JD form, will be submitted to the Corps for verification as part of the permit application package. Attendance at a site meeting with the Corps for verification purposes is also included. Revisions to the delineation mapping will be made based on Corps comments. It should be noted that results of the delineation are considered preliminary until verified by the Corps.

### Biological Assessment

The proposed project may affect the Valley elderberry longhorn beetle and Central Valley steelhead, both federally listed species. A Biological Assessment (BA) will be required if the project may affect any species listed as threatened or endangered under the federal Endangered Species Act. The BA for proposed project will be prepared in accordance with the applicable federal agency guidelines and Caltrans Guidance for Consultants (January 2003). BAs generally include a project description, discussion of federally listed species potentially affected by the proposed project, the avoidance and minimization measures incorporated into the project to reduce potential adverse impacts, and any compensatory measures proposed for offsetting unavoidable adverse project impacts on biological resources. The BA will include an evaluation of special status species and habitats associated with the project site, and assessment of project impacts on those resources. Project impacts will be identified and the significance of both direct and indirect adverse impacts will be assessed on both a project and a cumulative level. Mitigation measures will be recommended, where appropriate. The BA will be prepared in draft form for review by the project team. To reduce costs, the draft will be generated in electronic (PDF) format. LSA will respond to comments on the draft report and prepare electronic and up to ten hard copies of the final report. We have budgeted ten hours for responding to comments.

### (c) Air Quality

An Air Quality Assessment (AQA) consistent with Caltrans' transportation project level CO protocol, EPA's Fugitive Dust Conformity Rule, FHWA's mobile source air toxics (MSAT) guidance, and the SJVAPCD CEQA Air Quality Guidelines would be prepared.

Baseline and project setting meteorological and air quality data in the project area in the Basin from the ARB and climate and air quality profile data from the SJVAPCD will be used to describe the existing ambient air quality in the project area. Current air quality management efforts that may be related to the proposed project will be summarized. The potential long-term air quality impacts of the proposed project will be evaluated specifically for long-term particulate matter concentrations and MSAT using the Caltrans California Statewide Procedures for Particulate Matter Hot Spot Analysis Consultation (May 2007), the Transportation Conformity Guidance for Qualitative Hot-Spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Areas (EPA, March 2006), and the Interim Guidelines on Air Toxic Analysis in NEPA Documents (FHWA, February 2006), including inter-agency coordination. Background traffic in the project area is generally expected to increase due to growth. It is also possible that some traffic currently using other routes would be attracted to the improved transportation facility provided by the proposed project. A detailed CO hot spot analysis using the CALINE4 model may be required based on the peak traffic hour on the improved facility including projected turn volumes at key intersections in the project vicinity. Coordination with the Stanislaus Council of Governments (Stanislaus COG) will be conducted to ensure that the proposed project conforms to the State Implementation Plan (SIP) and the Transportation Improvement Program (TIP). In addition, the consistency of the proposed project with the local air quality plan and the State's global warming/climate change requirements will be evaluated. Feasible avoidance, minimization and/or mitigation measures, if needed, will be identified to address potential long-term adverse project related air quality impacts.

(d) Floodplain Encroachment Summary Report

LSA will prepare a Floodplain Encroachment Summary Report based on a Location Hydraulic Study that will be provided by NOLTE. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and that they are not inconsistent with existing watershed and floodplain management programs. This scope also presumes that the Location Hydraulic Study provided by the R&M will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

(e) Water Quality Assessment Report

LSA will prepare a Water Quality Assessment Report (WQAR) for the project that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss Design Pollution Prevention best management practices (BMPs), Construction Site BMPs, and Treatment BMPs that are applicable to the alternatives per the updated Caltrans Storm Water Quality Handbooks Project Planning and Design Guide (May 2005). Information from the Storm Water Data Report, to be provided by R&M, will be incorporated into the WQAR. The project's potential impact on surface and ground water quality will be evaluated, and mitigation measures necessary to prevent adverse water quality impacts will be identified.

(f) Socioeconomic and Environmental Justice

LSA will prepare a Community Impact Assessment for the project that evaluates any impacts to people, institutions, neighborhoods, communities, organizations, and social and economic systems within the vicinity of the project area. The project is not expected to have any effects on the local community or the economy.

At present, there are no residential uses or business and commercial uses in the immediate interchange area. Proposed improvements do not cause any direct effects on an established neighborhood, nor affect any known group that might be subject to issues involving environmental justice. None of the project alternatives affect socio-economic or community interests any differently than the existing interchange improvements and support circulation network. However, as a result of the supporting roadway network, there is a potential to indirectly impact neighborhoods proximate to the interchange improvements.

(g) Visual Impact Assessment

A Visual Impact Assessment (VIA) will be prepared which evaluates the aesthetic compatibility of the proposed project with the surrounding area. The VIA will consider the consistency of the project with the applicable Stanislaus County General Plan visual resources policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The VIA will describe the existing setting, identify important visual resources, and identify potential project visual impacts. The analysis will include ground-level photographs from several viewpoints near the project site. Actual visual simulations have not been included in this scope of work. Visual conditions and project impacts will be discussed qualitatively. It is assumed the project design for the proposed project will include landscaping consistent with applicable County and Caltrans guidelines. If required, measures to avoid, minimize, or mitigate adverse project visual impacts or to provide consistency with the General Plan will be identified.

(h) Farmland Impact Analysis

On the west side of the project area, farmlands could be affected by the widening of Hammett Road. In this area, an orchard is present between the Union Pacific Railroad tracks and Hammett Court. Potential impacts to agricultural resources in the project area will be included in a Farmland Impact Assessment Report. The study will describe potential conversions of agricultural lands to non-agricultural uses or conflicts with existing agricultural zoning, as well as issues relating to Williamson Act contracts. Farmland impacts, including a farmland site assessment, will be described for the loss of prime agricultural soils that would occur with project implementation. This analysis will include the completion of the Soil Conservation Service Form AD 1006, including coordination with the Natural Resources Conservation Service. This includes the preparation of the "Justification for Site Assessment Rating" to compare the project impacts to twelve site assessment criteria.

(i) Noise

A Noise Study Report (NSR) in accordance with Caltrans Traffic Noise Analysis Protocol (August 2006) will be prepared to assess the potential effects of the proposed project on existing and future noise conditions. Applicable Caltrans and Stanislaus County noise and land use compatibility criteria for the project area will be reviewed. Noise standards including the Caltrans NAC and the County Noise Ordinances will be discussed. Existing sensitive uses will be identified using land use information, aerial photographs, and field reconnaissance. In addition to one long-term (24-hour) measurement, short-term noise measurements (15-minute) will be conducted along with concurrent traffic counts at an appropriate number of locations in the vicinity of the proposed project. Calibration model runs will be conducted based on these measured noise levels and concurrent traffic counts. A work plan will be submitted for Caltrans and county approval detailing the proposed noise monitoring and modeling effort. A noise abatement decision report has been excluded from this scope of work in anticipation that noise barriers are not needed.



(j) Section 4(f) Resources

The project is not expected to have 4(f) issues as a result of any temporary or permanent impacts on recreational facilities. No additional permits or agency coordination required. It should be noted, however, that an existing bike trail must be realigned within the interchange area to accommodate the modified geometry. As such, LSA will coordinate with Caltrans to confirm that a Section 4(f) Evaluation is not required.

(g) Paleontological Resources

A Paleontological Identification Report (PIR) is required by Caltrans, as listed in the proposed project's PEAR. The PEAR identifies the paleontologically sensitive Modesto Formation beneath the APE. In order to mitigate impacts to paleontological resources, as required by the Standard Environmental Reference (SER), Environmental Handbook, Volume 1, Chapter 8 of the California Department of Transportation (Department) it is usually necessary to prepare a Paleontological Investigation Report (PIR) and a Paleontological Evaluation Report (PER). The PIR and PER are often combined into a single document. The purpose of the PIR is to identify if resources may be present within the APE; the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present.

### 3.3. - Environmental Documents

Under National Environmental Policy Act (NEPA), the interchange improvements will require an Environmental Assessment (EA). Under the California Environmental Quality Act (CEQA), the project should qualify for a CEQA Initial Study/Mitigated Negative Declaration (IS/MND). This presumes that all impacts can be mitigated to levels below significance and that public controversy will not elevate the environmental review to a higher level of analysis. Accordingly, this scope of work is based on the processing of an MND and FONSI. Changes to this strategy will require an adjustment to the scope and budget.

(a) Initial Study/Mitigated Negative Declaration and Environmental Assessment

LSA will prepare a comprehensive Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND) and Environmental Assessment (EA) for review. The format will be based on the Caltrans template for IS/EA documents. Included in the IS/MND/EA will be a project description, discussion of the environmental review process, and project methodology. Technical studies prepared by LSA will be summarized into the IS/MND/EA document. Non-technical issue areas (e.g., land use, right-of-way, etc.) will also be documented in the IS/MND/EA. A total of five (5) copies of each document will be printed for review.

(b) Preliminary Draft IS/MND/EA

Following review by the County, LSA will prepare a Preliminary Draft IS/MND/EA. This second version will address comments on the Administrative Draft IS/MND/EA. Five (5) copies of the Preliminary Draft IS/MND/EA will be submitted for review by the County and Caltrans.

(c) Public Review Draft IS/MND/EA

The purpose of this task will be to respond to County and Caltrans comments on the Preliminary Draft IS/MND/EA, complete necessary revisions, submit the document for Caltrans approval, and publish for public review. Fifty (50) copies of the Draft IS/MND/EA will be circulated for review. A total of twenty (20) copies of the technical studies will also be generated for public review.

The County will be responsible for preparing a draft public notice regarding the availability of the Draft IS/MND/EA for public review. The County will also be responsible for preparing and publishing all legal notices and advertisements, including the notice of intent to adopt the Negative Declaration and the Notice of Completion for the State Clearinghouse. LSA will prepare a Notice of Availability for use by Caltrans in processing the EA document.

(d) Response to Comments on Preliminary Draft Mitigation Negative Declaration (MND)/FONSI

The purpose of this task will be to prepare written responses to comments received on the Draft MND/FONSI that raise significant environmental issues, and submit them for the County and Caltrans staff review after the close of the public comment period. LSA will prepare written responses to comments received on the Draft MND/FONSI and prepare the Preliminary Draft MND/FONSI. LSA will submit five (5) copies of the comments received and draft responses as part of the Preliminary Draft MND/FONSI. LSA will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure.

(e) Final MND/FONSI

LSA will incorporate the final comments and responses into the Final MND/FONSI and will submit 30 copies of the approved document for distribution by the County to the Board of Supervisors, Caltrans and agencies that commented on the Draft IS/MND/FONSI. Final adjustments to the Mitigation Monitoring Program will be made based on staff review and comment.

## TASK 4 - PROJECT REPORT

### 4.1. Administrative Draft Project Report

R&M will prepare a Draft Project Report including summary material from all studies conducted and transmitting the Draft Environmental Document. The Draft PR will contain sections as prescribed in the Caltrans Project Development Manual. R&M will prepare 30 copies of the Draft Project Report for distribution to the Stanislaus County and Caltrans. R&M will attend a review meeting with the Stanislaus County and Caltrans to comment on the Draft PR. The Project Report will contain the following elements:

- Cover Sheet
- Registered Professional Stamp and Statement
- Introduction
- Recommendation
- Background
- Need and Purpose
- Alternatives
- Considerations Requiring Discussion
- Other considerations as Appropriate
- Programming
- Reviews
- Project Personnel
- List of Attachments

The PR will include the following attachments:

- Environmental Document
- Location Map
- Project detail maps to show existing and proposed improvements

- Cost Estimates
- R/W Data Sheet
- Storm Water Data Report
- TMP checklists
- Cooperative Agreement

#### **4.2. Revised Draft Project Report.**

After review by Caltrans, R&M will provide two copies and electronic copy of the Draft Project Report for signature by Caltrans. Once signatures are obtained, R&M will prepare 40 copies of the Draft Project Report.

#### **4.3. Final Project Report.**

Subsequent to approval of the Final Environmental Document, and after review of the draft PR by Caltrans and Stanislaus County, R&M will revise the Project Report to address comments received and public comment. After review by Caltrans, R&M will provide two copies of the Final Project Report for signature by Caltrans. Once signatures are obtained, R&M will prepare 30 copies of the Project Report.

### **TASK 5 - PUBLIC OUTREACH**

This work will be conducted by Judith Buehe Communications (JBC) under subcontract to R&M.

- JBC will organize one community meeting and a public hearing. R&M and JBC will meet with Stanislaus County and Caltrans project staff in advance of the community meeting and the hearing to define the objectives, issues and structure. JBC will prepare the community meeting and hearing agenda, coordinate logistics, and produce background materials and comment sheets to be used at the community meeting. This will include exhibits with the project description and purpose, project schedule, project funding, contact information, and other pertinent information.
- JBC will record the meetings. All print materials will be reviewed with the County and Caltrans prior to the public meeting. JBC will provide a public steno for the public meeting and a court reporter for the public hearing.
- JBC will prepare a summary for the meeting and hearing, following Caltrans guidelines, including reduction of the wall graphics produced at each meeting, comment sheets, Hotline log, and other pertinent information. Ten draft and 10 final copies will be provided to the County for distribution.
- JBC will be responsible for development of the mailing list and for developing the concept, producing, and mailing the meeting invitations and notices of the public hearing. JBC will prepare a letter to elected officials from the Caltrans District 10 Director.
- JBC will provide translation for the public meeting and hearing, if deemed appropriate.
- All print material will be approved by the County and Caltrans before printing and distribution. This includes special notices, newsletters, flyers and written reports. JBC anticipates that 1000 invitations will be distributed for the community meeting and hearing.
- JBC will prepare and send a news release about the community meeting and public hearing to the Modesto Bee and other mainstream and alternative media.
- JBC will prepare information for upload to the Caltrans District 10 web site to which the County web site can be linked.
- JBC will maintain a contact log of calls, e-mails, and letters to the Hotline and to the Caltrans project manager, and the County's project manager. Each contact will also be coded and recorded in a database of stakeholders and other persons who express interest in the project.

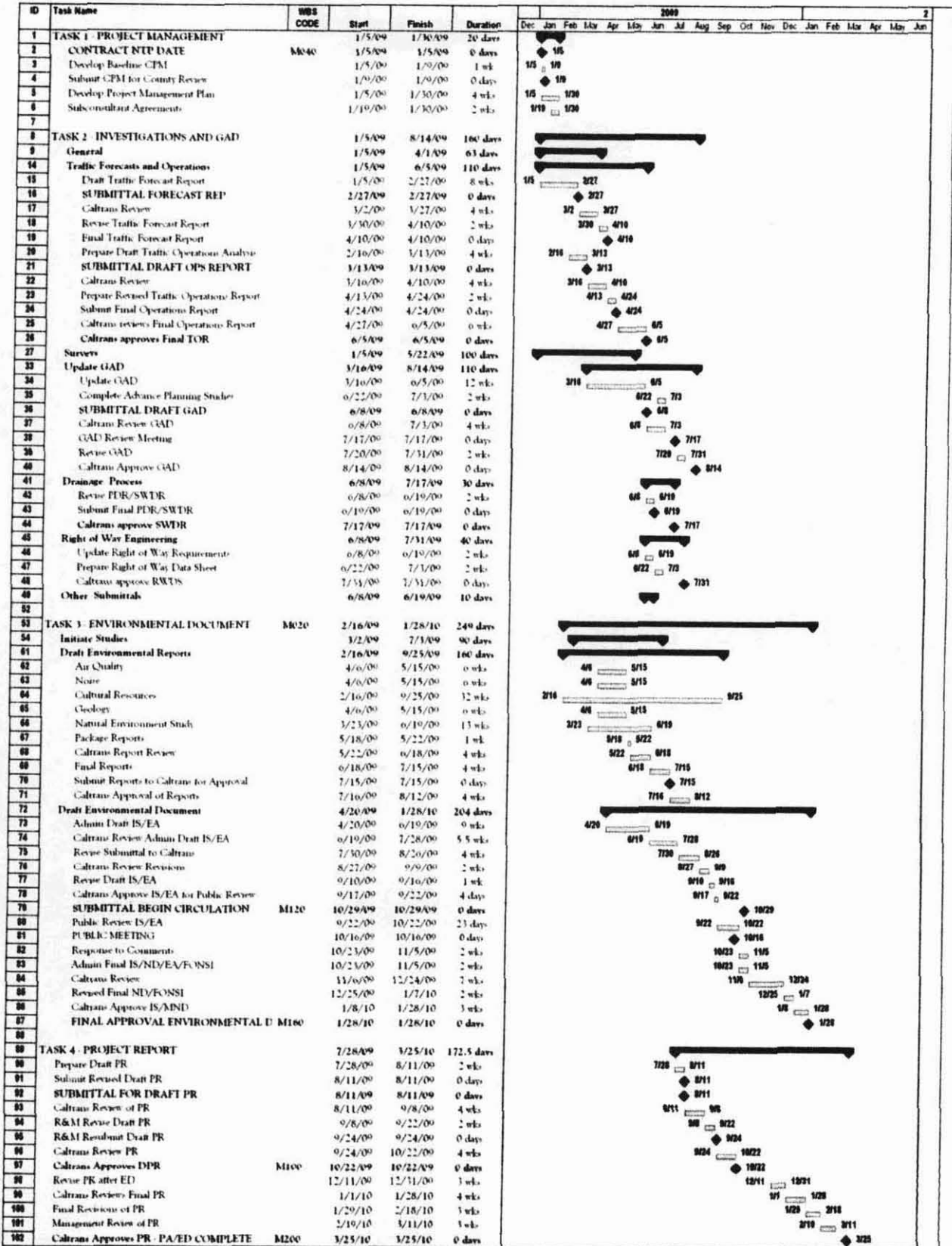
## **PROPOSED SCHEDULE**

We understand the importance of the Hammett Road Interchange to the County as it plans for implementation of the Salda Area Plan. We are therefore targeting an aggressive 14-month schedule for the PA/ED phase, simultaneously with the Kiernan Avenue interchange work.

Assuming a Notice to Proceed is issued by January 2009, we would anticipate completing initial studies in the Spring 2009. Upon concurrence of the updated geometric drawings, technical engineering studies would be completed in the summer of 2009 and the Environmental Document would be approved in January 2010. PASSED would be complete in March 2010. Pending availability of funds by the County, design of the interchange improvements could begin in late 2009 and would be complete by early 2011 (presuming construction by the County). There is no need to accelerate design ahead of this schedule, since right of way must be acquired within the design timeframe. Construction could begin by summer 2011 with completion by Fall 2013. Looking at the total implementation schedule, we anticipate the following milestones, with a detailed PASSED Gantt chart on the following page:

- *Begin Environmental Study* January 2009
- *Complete Draft Traffic Study* March 2009
- *Complete GAD Revisions* June 2009
- *Complete Technical Engineering Studies* July 2009
- *Draft Environmental Document* October 2009
- *Draft Project Report* October 2009
- *Public Hearing* November 2009
- *Environmental Clearance (CEQA/NEPA)* January 2010
- *Final Project Report* March 2010
- *Start Interchange PS&E (future contract)* October 2009
- *Complete Interchange PS&E* March 2011
- *R/W Certification* March 2011
- *Project Advertisement* April 2011
- *Begin Construction* July 2011
- *Complete Construction* October 2013

## PA&ED SCHEDULE



1/25/09

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## **METHODS TO EXPEDITE THE PROCESS**

We have a long history of excellent work with Caltrans staff. In order to expedite the work for the Hammett Road Interchange, we believe we can focus on the key areas of traffic and environmental, in order to progress the work as rapidly as possible.

### Traffic Study Acceleration Methods

Fehr and Peers is currently performing the traffic analysis for the NCC Route Adoption project. Given the intertwined relationship between the NCC project and the SR 99/Hammett Road interchange project it will be imperative that the traffic analysis performed for these studies be consistent with each other. Specific steps to accelerate the approval of the traffic studies will include:

- Use all available information from the North County Corridor (NCC) Route Adoption analysis and the Salida Area Plan, including traffic count data and traffic models
- At the outset, get Caltrans approval on the traffic analysis work scope such as study locations, analysis tools, analysis methodology, etc. to expedite the Caltrans review process of the deliverables
- Coordinate with Caltrans and the PDT as necessary to receive input on the assumptions to be used for the analysis. Obtain concurrence on intermediate deliverables such as the Existing Conditions Report and Traffic Forecasting Report to ensure smooth delivery and acceptance of the Traffic Operations Report by Caltrans and the PDT.

### Environmental Study Acceleration Methods

LSA has recently completed accelerated documents the I-205 Auxiliary lane project in Tracy and has completed all environmental documents to date for the Kiernan and Hammett interchanges. As a result, a strong working relationship exists with the Central Region environmental staff. Specific actions to be implemented during the course of the work will include:

- Coordinate with Caltrans environmental coordinators/specialists at project outset to define work plan and focus on specific issues and/or eliminate/screen issues from further review.
- Coordinate with appropriate local and State agencies (federal as appropriate) upon project kick-off to establish process for addressing specific project issues. Agencies may include SHPO, USDA Soil Conservation Service, RWQCB, CDFG, USFWS, NOAA Fisheries, flood control district, SJVAPCD.
- Assist in defining project footprint/environmental study limits at the project outset to facilitate field surveys.
- Request informal Caltrans reviews of environmental documents prior to obtaining final approval of all technical studies.
- Conduct air quality and noise modeling upon receipt of approved traffic forecast data.
- Coordinate with Caltrans regarding project air quality conformity status to determine if either project is a Project of Air Quality Concern. Expedite conformity agency consultation process with Stanislaus COG.
- Identify potential relocation properties for residential uses that are displaced by project improvements so that the DRIS can be expedited

## SECTION D COST PROPOSAL

Our estimated hours and budget to complete the PA&ED phase for the Hammett Road/Route 99 Interchange is provided below and is estimated at \$955,000. Assumptions made regarding this level of effort include:

- The two alternatives considered in the Project Study Report will be evaluated in PA&ED. New alternatives that require traffic analysis, geometric design and/or environmental evaluation would require additional services.
- Incremental staging design development, or traffic analysis to determine incremental staging would be additional services.
- One additional design exception is anticipated.
- Level of environmental document will be IS/MND for CEQA and EA/FONSI for NEPA.
- Caltrans will be the lead agency for environmental clearance.
- Environmental services are scoped in accordance with the current Caltrans SER, SWDR is scoped in accordance with current SWDR guidelines, geometric design efforts are scoped in accordance with current U.S. Customary Unit HDM, Project Report studies and document development are scoped in accordance with current Caltrans PDPM. Changes in these documents during the course of the PA&ED phase effort may require additional services to revise submitted documents.

Total budget by firm is anticipated as follows:

<u>FIRM</u>	<u>ROLE</u>	<u>BUDGET</u>
R&M	Prime	\$415,000
LSA	Environmental	\$220,000
F&P	Traffic	\$135,000
Nolte	Surveys	\$80,000
Kleinfelder	Geotech	\$10,000
AEC	Utilities	\$15,000
AR.WS	Right of Way	\$10,000
Gamboni	Landscape	\$10,000
JBC	Outreach	\$25,000
<u>MHA</u>	VA	\$35,000
<b>Total</b>		<b>\$955,000</b>

The anticipated breakdown of effort by task is shown in the following table:

**PROJECT EFFORT AND BUDGET BY TASK  
HAMMETT ROAD ROUTE 99 INTERCHANGE - PA&ED**

Person	Task 1		Task 2				Task 3		Task 4	Task 5	TOTAL	
	Project Management	Supplement Mapping	Traffic	SWDR	Other	Geometric Plans + APS	Env. Studies	IS/MND EA FONSHI	Prepare PR	Public Outreach		
Principal Manager	120	0	10	4	10	40	8	8	20	20	240	
QA/QC Manager	40	0	0	0	0	0	8	8	8	8	72	
Senior Civil Engineer	120	10	10	80	80	180	20	20	160	20	700	
Civil Engineer	0	0	0	0	0	120	0	0	40	0	160	
Project Engineer	0	0	0	40	80	80	0	0	100	0	300	
Assist. Engineer	40	0	0	80	160	300	80	0	160	20	840	
Admin	80	0	0	0	0	40	0	10	40	0	170	
Total R&M Hours	400	10	20	204	330	760	116	46	528	68	2,482	
Subconsultant Hours	0	385	885	0	846	0	1462	385	0	192	4,154	
<b>TOTAL HOURS</b>	<b>400</b>	<b>395</b>	<b>905</b>	<b>204</b>	<b>1176</b>	<b>760</b>	<b>1578</b>	<b>431</b>	<b>528</b>	<b>260</b>	<b>6,636</b>	
<b>Estimated R&amp;M Labor Cost</b>												
Title	Hourly Rate	Task 1		Task 2				Task 3		Task 4	Task 5	TOTAL
		Project Management	Supplement Mapping	Traffic	SWDR	Other	Geometric Plans + APS	Env. Studies	IS/MND EA FONSHI	Prepare PR	Public Outreach	
Principal Manager	\$275	\$33,000	\$0	\$2,750	\$1,100	\$2,750	\$11,000	\$2,200	\$2,200	\$5,500	\$5,500	\$66,000
QA/QC Manager	\$240	\$9,600	\$0	\$0	\$0	\$0	\$0	\$1,920	\$1,920	\$1,920	\$1,920	\$17,280
Senior Civil Engineer	\$160	\$19,200	\$1,600	\$1,600	\$12,800	\$12,800	\$28,800	\$3,200	\$3,200	\$25,600	\$3,200	\$112,000
Civil Engineer	\$155	\$0	\$0	\$0	\$0	\$0	\$18,600	\$0	\$0	\$6,200	\$0	\$24,800
Project Engineer	\$125	\$0	\$0	\$0	\$5,000	\$10,000	\$10,000	\$0	\$0	\$12,500	\$0	\$37,500
Assist. Engineer	\$110	\$4,400	\$0	\$0	\$8,800	\$17,600	\$33,000	\$8,800	\$0	\$17,600	\$2,200	\$92,400
Admin	\$81	\$6,480	\$0	\$0	\$0	\$0	\$3,240	\$0	\$810	\$3,240	\$0	\$13,770
<b>SUBTOTAL LABOR</b>		<b>\$72,680</b>	<b>\$1,600</b>	<b>\$4,350</b>	<b>\$27,700</b>	<b>\$43,150</b>	<b>\$104,640</b>	<b>\$16,120</b>	<b>\$8,130</b>	<b>\$72,560</b>	<b>\$12,820</b>	<b>\$363,750</b>
<b>Subconsultants</b>												
Survey/ROW - NOLTE		\$0	\$50,000	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Environmental - LSA		\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$40,000	\$0	\$0	\$220,000
Traffic F&P		\$0	\$0	\$115,000	\$0	\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$135,000
Geotechnical Kleinfelder		\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Utilities AEC		\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Landscaping - Gamboni		\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Right of way - AR/WS		\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Public Outreach - JBC		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
VA - Martin Hsu		\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
<b>Subtotal Subconsultants</b>		<b>\$0</b>	<b>\$50,000</b>	<b>\$115,000</b>	<b>\$0</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$190,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$540,000</b>
Subconsultant Fee 5%		\$0	\$2,500	\$5,750	\$0	\$5,500	\$0	\$9,500	\$2,500	\$0	\$1,250	\$27,000
<b>Other Direct Costs</b>												
Travel		\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$700
Printing/Copying		\$200	\$500	\$200	\$200	\$200	\$3,000	\$500	\$2,000	\$3,200	\$150	\$10,150
Mail/FAX		\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Permits/Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CADD Computer		\$400	\$0	\$0	\$1,200	\$2,400	\$5,000	\$800	\$0	\$3,000	\$400	\$13,200
Other Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>SUBTOTAL ODC's</b>		<b>\$1,300</b>	<b>\$500</b>	<b>\$200</b>	<b>\$1,400</b>	<b>\$2,600</b>	<b>\$8,000</b>	<b>\$1,300</b>	<b>\$2,000</b>	<b>\$6,200</b>	<b>\$750</b>	<b>\$24,250</b>
<b>TOTAL</b>		<b>\$73,980</b>	<b>\$54,600</b>	<b>\$125,300</b>	<b>\$29,100</b>	<b>\$161,250</b>	<b>\$112,640</b>	<b>\$216,920</b>	<b>\$62,630</b>	<b>\$78,760</b>	<b>\$39,820</b>	<b>\$955,000</b>