

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

DEPT: Public Works *MA*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE September 21, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreement with Rajappan & Meyer Consulting Engineers to Prepare the Plans, Specifications, and Estimate (PS&E) Documents for the State Route (SR) 99/Kiernan Avenue Interchange Project

STAFF RECOMMENDATIONS:

1. Approve the agreement with Rajappan & Meyer Consulting Engineers to prepare the Plans, Specifications, and Estimate (PS&E) documents for the SR 99/Kiernan Avenue Interchange Project.
2. Authorize the Director of Public Works to execute the agreement with Rajappan & Meyer Consulting Engineers for \$5,499,163 and to sign necessary documents.
3. Direct the Auditor-Controller to make necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The agreement for the Project Approval & Environmental Documentation (PA&ED) phase of work for the SR 99/Kiernan Avenue Interchange Project was funded with the voluntary regional transportation contribution received from Kaiser Permanente in 2004. These funds were provided by Kaiser Permanente to mitigate traffic impacts in the Salida area. The original contract cost of the services for the PA&ED phase of the Kiernan Avenue Interchange Project was \$998,800. On September 15, 2009, the Board approved Amendment No. 1 in the amount of \$50,000, to perform additional engineering and environmental studies for the PA&ED phase of the project.

BOARD ACTION AS FOLLOWS:

No. 2010-588

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien
and approved by the following vote,

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

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 of Agreement with Rajappan & Meyer Consulting Engineers to Prepare the Plans, Specifications, and Estimate (PS&E) Documents for State Route (SR) 99/Kiernan Avenue Interchange Project

FISCAL IMPACT (continued):

At this point in time, Rajappan & Meyer are wrapping up the PA&ED phase of the project. The County has applied for \$46.5 million in State Route 99 Bond Savings funds to apply toward right of way acquisitions and the construction of the project. To ensure the County qualifies and receives these funds, it is critical to maintain the project schedule with a construction start date by December 31, 2012. The SR 99 Bond Savings application is to be approved by the California Transportation Commission (CTC) in November. To meet the deadlines set forth in the Bond Savings program, an agreement in the amount of \$5,499,163 is needed to prepare the Plans, Specifications & Estimate (PS&E). In an attempt to ease the burden during the tough economic times, Rajappan & Meyer has committed to reducing their budget by 7%, lowering the necessary funds for the design phase, from their originally estimated \$5,885,935. Public Facility Fee funds will be utilized for the PS&E phase of the project.

The State Route 99/Kiernan Avenue Interchange Improvement Project was added to the County's Public Facilities Fee - Regional Transportation Impact Fee (RTIF) program as part of the recent update approved by the Board of Supervisors on July 20, 2010. In conjunction with the RTIF update, there has been a tremendous effort to obtain Corridor Mobility Improvement Account (CMIA) and Prop 1B/SR99 Corridor Bond money for the Kiernan Interchange project. This project has the potential to be allocated \$46.5 million of SR 99 Bond Savings funds. This project will require significant County match and the use of RTIF funds is a critical component in meeting that match requirement. The Department has received consensus from the StanCOG Policy Board to add this project to the prioritization list and will most likely require placing several planned projects "on hold", including: McHenry Avenue Widening Phase I, Albers Road Widening Phase II, Geer Road @ Santa Fe Avenue and Geer Road @ Whitmore Avenue intersection improvements, as well as improvements at the Crows Landing @ Keyes Road intersection.

Further complicating this issue are the recent discussions with the nine cities about the creation of a new inclusive Regional Transportation Impact Fee that would no longer be under County control and direction. When this effort is complete, there is a risk that the previously planned use of RTIF funding for these critical projects may no longer be available as project prioritization and programming would be subject to the discretion of this new combined entity. This is a new wrinkle that staff had not considered when they originally began pursuing the SR 99 Bond Savings funding. Staff is working to develop contingency funding plans that could include the use of mitigation funding related to Gregori High School traffic impacts and mitigation, Federal transportation funding and if necessary, the use of Regional Surface Transportation Program (RSTP) apportionments.

The Board of Supervisors should be aware that given the potential changes in the RTIF, funding for these projects is not as secure as originally anticipated. Staff continues to work diligently to identify a secure funding plan for the match portion of these projects and remains confident we will be able to do so. Staff recommends proceeding with a design contract for the Kiernan Interchange project, so that we can keep this project on track to secure the \$46.5 million of SR 99 Bond Savings funds, even as we continue to work out the match funding details.

Approval of Agreement with Rajappan & Meyer Consulting Engineers to Prepare the Plans, Specifications, and Estimate (PS&E) Documents for the State Route (SR) 99/Kiernan Avenue Interchange Project

DISCUSSION:

Stanislaus County, in cooperation with Caltrans District 10, proposes to reconstruct the Highway 99 at Kiernan Avenue interchange in the community of Salida. This project will help to alleviate traffic congestion and improve operations at this interchange. Two build alternatives and the no-build alternative are proposed for further consideration at this interchange. Alternative #2 is the preferred alternative at this time and has been estimated to cost approximately \$62 million (in today's dollars) for construction and right of way acquisitions. The project is proposed for funding by the Stanislaus County Public Facilities Fees, environmental mitigation fees, and the State Route 99 Bond Savings funds. The Bond Savings funds will provide \$46.5 million toward the right of way and construction phases of the project.

The proposed interchange improvements include reconstruction of the existing interchange to provide improved operations for turning movements to and from SR 99, as well as 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.

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

In November of 2008, the Public Works Department issued a Request for Proposal (RFP) to perform the PA&ED phase for this project. At the same time, Public Works also solicited supplemental proposals for the design phase (PS&E) of the project. In an effort to save time, money, and maintain the project schedule, it is the desire of the Department to move directly into the design and right of way acquisition phase of the project near the completion of the PA&ED phase. An agreement with Rajappan & Meyer Consulting Engineers for the PA&ED phase was entered into in February 2009. Rajappan & Meyer (R&M) is currently scheduled to complete the PA&ED phase in December of 2010. R&M has done an excellent job in performing their PA&ED contract work. Their vast experience in this type of work and their complete knowledge of this project has made their staff critical to the successful completion of the design phase of the project. To maintain the project schedule outlined in the SR 99 Bond Savings funding application, it is necessary to begin completing the initial design tasks, which include the preliminary engineering design, right of way engineering, and to begin preparing right of way acquisition documents.

If the SR 99 Bond Savings funds do not get programmed as planned, the Department feels it is still important to proceed with the design phase of the project so that it will be "shelf ready" when a funding source is identified. Therefore, the commitment to complete the design phase of the project at this time will not be a wasted effort.

Approval of Agreement with Rajappan & Meyer Consulting Engineers to Prepare the Plans, Specifications, and Estimate (PS&E) Documents for the Highway 99 at Kiernan Avenue Interchange Project

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing a Safe Community and a Well Planned Infrastructure System by continuing planning and design efforts to improve this important transportation corridor into Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director, Phone No. (209) 525-4130.

CB:la

L:\ROADS\9207 - Hwy 99 @ Kiernan Interchange\Board Items\Rajappan & Meyer - Approval of Agreement for PS&E - PDF

**AUDITOR-CONTROLLER
STANDARD JOURNAL VOUCHER**



BATCH SCREEN

Batch: PW
 Period: Sep-10
 Description:

JOURNAL SCREEN

Journal: PW SKA JV
 Category: Transfer
 Balance Type: A (A = Actual or E = Encumbrance)
 Description: Transfer funds from RTIF to Hwy 99 At Kiernan Avenue Interchange Project
 Control Total: 5,499,163.00

Line	Coding Structure							Debit	Credit	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6					
1	6400	64100	85850	0	0	0	0.0	1,279,242.00		RTIF Inter City Roads	
2	2400	61270	85850	0	0	0	0.0	4,219,921.00		RTIF Inter City Roads	
3	1102	40310	46615	9207	0	0	0.0		5,499,163.00	Hwy 99 @ Kiernan	
4							0.0				
5							0.0				
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27							0.0				
Totals									5,499,163.00	5,499,163.00	

Explanation: Transfer funds from RTIF to Hwy 99 At Kiernan Avenue Interchange Project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS			
Prepared by	Supervisor's Approval	Prepared By	Adm'd Approval (\$75K+)
9/16/10	9/16/10	9-17-10	9-17-10
Date	Date	Date	Date

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to Hwy 99 at Kiernan Ave Interchange Project	
Period	JUL-10 to JUN-11	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	GL Proj 7	Loc 8	Misc 8	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9207	0	0.0	5,499,163.00				
2	1102	40310	63280	0	0	0.0		5,499,163.00			
3	1102	40310	46615	0	0	0.0	5,499,163.00				
4	1102	40310	46615	9207	0	0.0		5,499,163.00			
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25						0.0					
Totals							10,998,326.00	10,998,326.00			

Transfer budget to Hwy 99 at Kiernan Ave Interchange Project

Requesting Department	CEO	Auditors Office Only	
Sharon Andrews		 Admin Approval (\$75K+)	
Signature	Signature		Prepared By
9/16/10	9/16/10		9-17-10
Date	Date	Date	Date

Contact Person & Phone Number

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

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 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. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California 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.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any

employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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 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 Five Million Four Hundred Ninety-Nine Thousand One Hundred Sixty-Three Dollars (\$5,499,163.00).

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B 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.

2.4. 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.

2.5. 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 or 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 until the work required herein is completed, 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:

- (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 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 limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required

insurance policies, except 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.
- (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 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 subcontractors 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 subcontractors 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. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

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. 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.

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, Project Manager
1716 Morgan Road
Modesto, California 95358

If to Consultant:
Rajappan & Meyer Consulting Engineers, Inc.
Attn: Keith Meyer, P.E., 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 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. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or 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.

7.13. 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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. 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.

7.22. 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.


7.23. 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.

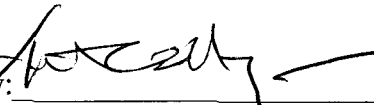
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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: 
Matt Machado, Director
Department of Public Works

By: 
Keith Meyer, P.E.
Vice President

Approved: BOS Resolution # *C-1
Dated: 09-21-2010

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 10th Street, Suite 3500, Modesto, CA 95354-0847
Phone: 209.525.6550

November 6, 2008

Keith Meyer, P.E.
Rajappan & Meyer Consulting Engineers, Inc.
1038 Leigh Avenue, Suite 100
San Jose, CA 95126

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

Dear Mr. Meyer:

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/.

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 10th 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.

Sincerely,

Chris Brady, P.E.
Project Manager

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

August 18, 2010

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

RE: Revised Scope, Budget and Schedule for PS&E and Right of Way Services
for the Kiernan Avenue/Route 99 Interchange, Salida

Dear Chris,

Attached is our revised Scope (Exhibit A), Budget (Exhibit B) and Schedule (Exhibit C) for PS&E and Right of Way Services on the Kiernan Avenue/Route 99 Interchange.

Based on your request to reduce the budget due to economic conditions, we have reviewed the team and costs, and have made some replacements to our team members. In addition, we have reduced our subconsultant markup from 5% to 2%, as a good faith measure.

We will now be supported by five firms on this project, all of whom have worked closely with R&M on past projects from project initiation through construction. We have modified these firms based on input from the County, price and firm availability:

- **Nolte** will continue to provide surveying, mapping, pump station design, structure independent check and right of way engineering. Nolte has revised its cost proposal to us. R&M will take over the drainage design process.
- **GeoCon Consultants** will now provide foundation reports, hazardous materials evaluations, and materials reports. This change has reduced the geotechnical costs. **GeoCon** will continue to provide hazardous materials evaluations. This change has removed Parikh Consultants from the team.
- **Alliance Electrical Consultants** will continue to provide utility engineering and relocation coordination as well as traffic signal, ramp metering and lighting design. This change has removed Fehr & Peers from the team and reduced costs. AEC has provided these services on all our other previous projects, so we see a benefit from this change as well as lower cost.
- **Derivi Construction & Architecture** will continue to provide landscaping and irrigation design services.
- **Bender Rosenthal Inc.**, will provide right of way appraisals and acquisition. This change has removed AR/WS from the team and significantly reduced right of way appraisal and acquisition budget.

Assumptions made regarding this level of effort include:

- The Scope of Services includes the design of improvements as follows:
 - Interchange Reconstruction Alternative 2 (Braided Ramp)
 - Widening of Kiernan Avenue between UPRR and Sisk Road

- Widening of Salida Boulevard approaches north and south of Kiernan Avenue
- Widening of Sisk Road approaches north and south of Kiernan Avenue
- Kiernan/Route 99 bridge replacement
- New SB Ramp Separation
- Route 99 pump station and sump replacement
- Drainage, pavement, signing and striping associated with above improvements
- Auxiliary Lanes and ITS facilities on Route 99 from Kiernan ramps to Pelandale Ramps in both directions.
- Drainage, pavement, signing, striping lighting and signalization associated with above improvements.
- Right of way engineering, appraisals and acquisition. Eminent domain proceedings would be the responsibility of the County, if required.
- Incremental staging design would be additional services.
- County would be the lead agency for advertising, construction and right of way acquisition.
- Any UPRR crossing improvements will be constructed by Stanislaus County as a separate contract ahead of construction of the Kiernan Avenue interchange.
- Design services are scoped in accordance with the current Caltrans U.S. Customary Unit HDM.
- Design would start no later than September 2010.

Estimated costs as provided in the Route 99 Bond Measure program application for Alternative 2 are:

Construction	Roadway	\$ 33,700,000
	Structures	\$ 17,100,000
	Subtotal	\$ 50,800,000
<u>Right of Way</u>		<u>\$ 10,600,000</u>
TOTAL		\$ 61,400,000

Our revised total budget reduces the total budget from \$5,885,935 to \$5,499,163, a decrease of 7%. The change by firm is as follows:

DESIGN PHASE (TASKS 1, 4, 5, 6, 7)

<u>FIRM</u>	<u>ROLE</u>	<u>OLD BUDGET</u>	<u>NEW BUDGET</u>
R&M	Prime, Civil and Structural	\$3,334,085	\$3,544,396
NOLTE	Surveys/Drainage Foundation and Materials	\$ 955,400	\$ 863,326
Parikh	Reports	\$ 238,000	\$ 0
GeoCon	Hazardous Materials Evaluations Foundation and Materials	\$ 40,000	\$ 40,000
GeoCon	Reports	\$ 0	\$ 132,000
AEC	Utilities Relocation	\$ 70,000	\$ 269,000
F&P	Signals and Electrical Design	\$ 257,000	\$ 0
<u>DCA</u>	<u>Landscape Design</u>	<u>\$ 76,000</u>	<u>\$ 86,000</u>
Total		\$ 4,970,485	\$ 4,934,722



RIGHT OF WAY PHASE (TASK 3)

<u>FIRM</u>	<u>ROLE</u>	<u>OLD BUDGET</u>	<u>NEW BUDGET</u>
R&M	Prime Coordination	\$ 88,450	\$ 61,607
NOLTE	Right of Way Engineering	\$ 318,000	\$ 215,334
AEC	Utility Relocations	\$ 40,000	\$ 40,000
AR/WS	Right of Way Acquisition	\$ 469,000	\$ 0
<u>BRI</u>	<u>Right of Way Acquisition</u>	<u>\$ 0</u>	<u>\$ 247,500</u>
Total		\$ 915,450	\$ 564,441

The survey and design fee represents 9.7% of estimated construction cost. Right of way engineering and acquisition represents 5.3% of right of way and relocation cost.

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

PROJECT EFFORT AND BUDGET BY TASK KIERNAN AVENUE/ROUTE 99 INTERCHANGE - PS&E PHASE									
Person	Task 1 Project Management	Task 2 35% Engineering	Task 3 Right of Way	Task 4 65% PS&E	Task 5 95% PS&E	Task 6 100% PS&E	Task 7 Bid Documents and Bid Support	TOTAL	
Principal Manager	360	148	30	152	163	92	46	991	
DPM/QA	160	40	8	64	88	52	16	428	
Design Manager	180	868	90	896	1,116	684	260	4,094	
Senior Project Engineer	0	560	0	1,008	988	708	120	3,384	
Project Engineer	0	1,088	60	2,480	980	488	460	5,556	
Assistant Engineer	100	1,248	140	3,020	2,440	2,060	480	9,468	
Admin	250	66	0	284	268	168	48	1,094	
TOTAL HOURS	1,060	4,018	328	7,904	6,043	4,252	1,410	25,015	
<i>Estimated Budget</i>	<i>Task 1 Project Management</i>	<i>Task 2 35% Engineering</i>	<i>Task 3 Right of Way</i>	<i>Task 4 65% PS&E</i>	<i>Task 5 95% PS&E</i>	<i>Task 6 100% PS&E</i>	<i>Task 7 Bid Documents and Bid Support</i>	<i>TOTAL</i>	
Principal Manager	\$106,200	\$43,660	\$8,850	\$44,840	\$48,085	\$27,140	\$13,570	\$292,345	
DPM/QA	\$275,000	\$11,000	\$2,200	\$17,600	\$24,200	\$14,300	\$4,400	\$117,700	
Design Manager	\$190,000	\$164,920	\$17,100	\$170,240	\$212,040	\$129,960	\$49,400	\$777,860	
Senior Project Engineer	\$130,000	\$0	\$0	\$131,040	\$128,440	\$92,040	\$15,600	\$439,920	
Project Engineer	\$120,000	\$0	\$130,560	\$7,200	\$297,600	\$117,600	\$58,560	\$666,720	
Assistant Engineer	\$95,000	\$9,500	\$118,560	\$13,300	\$286,900	\$231,800	\$195,700	\$899,460	
Admin	\$90,000	\$23,400	\$3,600	\$25,560	\$24,120	\$15,120	\$4,320	\$102,060	
Subtotal Labor + Overhead + Profit	\$217,300	\$547,440	\$48,650	\$973,780	\$786,285	\$532,820	\$186,190	\$3,292,465	
Subconsultants	Survey/ROW - NOLTE	\$0	\$305,746	\$215,334	\$0	\$0	\$13,580	\$534,660	
	Design - NOLTE	\$0	\$64,000	\$0	\$133,000	\$248,000	\$80,000	\$19,000	\$544,000
	Geotechnical - GeoCon	\$0	\$132,000	\$0	\$0	\$0	\$0	\$132,000	
	Utilities - AEC	\$0	\$40,000	\$40,000	\$115,000	\$44,000	\$20,000	\$10,000	\$269,000
	Electrical - F&P	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Landscape - DCA	\$0	\$0	\$0	\$27,000	\$34,000	\$25,000	\$0	\$86,000
	RW/Appraisals BRI	\$0	\$0	\$247,500	\$0	\$0	\$0	\$247,500	
	Haz Mat - Geocon	\$0	\$40,000	\$0	\$0	\$0	\$0	\$40,000	
Subtotal Subconsultants	\$0	\$581,746	\$502,834	\$275,000	\$326,000	\$125,000	\$42,580	\$1,853,160	
	Administrative Fee (2.0%)	\$0	\$11,635	\$10,057	\$5,500	\$6,520	\$2,500	\$8,516	\$44,728
Other Direct Costs	Materials	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000	
	Local Travel	\$2,000	\$0	\$0	\$0	\$0	\$100	\$2,100	
	Printing/Copying	\$2,300	\$3,700	\$0	\$4,750	\$7,850	\$7,750	\$10,000	\$36,350
	Mail/FAX	\$300	\$20	\$0	\$50	\$100	\$50	\$240	\$760
	Potholing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000	
	CADD Computer	\$3,600	\$38,300	\$2,900	\$67,920	\$46,760	\$34,240	\$10,880	\$204,600
Subtotal ODC's	\$23,200	\$92,020	\$2,900	\$72,720	\$54,710	\$42,040	\$21,220	\$308,810	
TOTAL DESIGN	\$240,500	\$1,232,841	\$564,441	\$1,327,000	\$1,173,515	\$702,360	\$258,506	\$5,499,163	

As discussed, a phased approach to start the needed design and right of way tasks as soon as possible would include authorization of Tasks 1, 2 and 3. This would allow our team to conduct appraisals, mapping and preliminary engineering through the end of the year. **This total is now \$2,037,782** a decrease of 15% from our prior budget estimate of \$2,388,720.

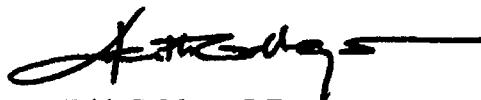
Our schedule calls for the following milestones:

MS	ACTIVITY	DELIVERY DATE
1	COUNTY Executes Contract and Issue NTP	9/2/2010
2	Submit 35% + TS to Caltrans	12/16/2010
3	Submit Right of Way Descriptions to COUNTY	11/25/2010
4	Review comments by Caltrans	1/13/2011
5	Submit 65% PS&E to Caltrans	4/7/2011
6	Review comments by Caltrans	5/5/2011
7	Submit 95% PS&E to CT District / DOS	7/28/2011
8	Review comments by Caltrans	8/25/2011
9	Submit 100% PS&E to DOE	10/6/2011
10	Review comments by Caltrans	11/3/2011
11	Submit Combined 100% PS&E	12/1/2011
12	CT Approve Plans	12/29/2011
13	Right of Way Certification (by Caltrans)	1/13/2012
14	RTL (based on RW Cert received)	1/17/2012

Again, thank you for providing us with this great opportunity to continue our enjoyable working relationship with Stanislaus County. We look forward to getting started!

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.



Keith G. Meyer, P.E.
Vice President

EXHIBIT A
SCOPE OF SERVICES

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 SR 99/Kiernan Avenue/SR 219 Interchange Final Design and Right of Way
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PROJECT DESCRIPTION

The proposed project involves reconstruction of the existing interchange at Route 99 and Kiernan Avenue, including the overcrossing, on and off-ramps, and roadway segments within the interchange area. The proposed project (Build Alternative 2) is a Hybrid (Type L-1 and L-6) Interchange with additional through lanes on Kiernan Avenue and ramp improvements. The northbound off-ramp would be a 2 lane exit, and would be widened to 3 lanes prior to the Kiernan Avenue intersection, including a single left and double right turn lanes. The northbound entrance ramp would be widened to two lanes with provisions for ramp metering and an HOV bypass. The southbound exit ramp would be a single lane exit, widening to two lanes with a single left and right turn lane at the Salida Boulevard intersection. The southbound on-ramp would be moved to north of Kiernan Avenue on Salida Boulevard. It would be widened to two mixed flow lanes with an HOV bypass and provisions for ramp metering. Kiernan Avenue would widen for additional through and turn lanes to accommodate future traffic flow. The Kiernan Interchange bridge over SR 99 will be replaced with a new wider bridge, and a new southbound ramp separation would be provided. Retaining walls would be required for the northbound on ramp, southbound on and off ramps and parts of Kiernan Avenue widening. Signal reconstruction would be required to accommodate new lanes on Kiernan Avenue and the ramps. New signals would be required at Salida Boulevard and on/off ramp intersections.

Estimated costs in 2010 dollars for Alternative 2 are:

Construction	Roadway	\$38,800,000
	Structures	\$17,100,000
	Subtotal	\$55,900,000
<u>Right of Way</u>		<u>\$ 7,900,000</u>
TOTAL		\$ 63,800,000

Work at the UPRR crossing of Broadway is anticipated to be completed by the COUNTY prior to construction of the interchange, so no right of way involvement is anticipated in the PA&ED at this time.

WORK PLAN

The Scope of Services includes the design of improvements as follows:

- Alternative 2 braided ramp project
- Widening of Kiernan Avenue between UPRR and Sisk Road
- Widening of Salida Boulevard approaches north and south of Kiernan Avenue and at ramp terminals
- Widening of Sisk Road approaches north and south of Kiernan Avenue
- Kiernan/Route 99 bridge replacement
- New SB Ramp separation
- Route 99 pump station replacement
- Drainage, pavement, signing and striping associated with above improvements

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- Auxiliary Lanes and ITS facilities in both directions on Route 99 from Kiernan ramps to Pelandale Ramps
- Drainage, pavement, signing, striping lighting and signalization associated with above improvements
- Right of way engineering, appraisals and acquisition. Eminent domain proceedings would be the responsibility of the COUNTY, if required.

The definition of and level of completion for design is subject to change after completion of the environmental document, due to unknown revisions and mitigation developed during PA&ED. Other assumptions include:

- Incremental staging design would be additional services.
- No additional design exceptions are anticipated.
- COUNTY would be the lead agency for advertising, construction and right of way acquisition.
- The UPRR crossing improvements will be constructed by Stanislaus COUNTY as a separate contract ahead of construction of the Kiernan Avenue interchange.
- Design services are scoped in accordance with the current CALTRANS U.S. Customary Unit HDM. Changes in these documents during the course of the PA&ED phase, prior to start of design may require additional services to revise submitted documents.
- Design would start no later than September 2010.

The Scope of Services is divided into seven tasks, summarized below. Submittals will be made in the number and type specified in the current edition of the California Department of Transportation (CALTRANS) publication entitled "Guide for the Submittal of Plans, Specifications, and Estimates, and where applicable, OSFP Information and Procedures Guide of the Division of Structures," unless noted otherwise in the contract documents.

- TASK 1. PROJECT MANAGEMENT
- TASK 2. PRELIMINARY ENGINEERING AND PRELIMINARY DESIGN (35%)
- TASK 3. RIGHT OF WAY ENGINEERING/ACQUISITION
- TASK 4. FINAL DESIGN - UNCHECKED (65%)
- TASK 5. FINAL PS&E - CHECKED (95%) WITH BEES
- TASK 6. FINAL PS&E (100%) WITH BEES
- TASK 7. PROJECT ADVERTISEMENT AND BID SUPPORT

TASK 1. PROJECT MANAGEMENT

Rajappan & Meyer (R&M), under this Agreement, will provide project management for Tasks 2 to 7 for the entire duration of the Agreement schedule. The design schedule is anticipated to be 18 months. The management functions are described in detail in the following:

1.1 Project Management

R&M's management activities will consist of administration, coordination and quality control as stated in the following:

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- R&M's Project Manager (PM) will coordinate day-to-day dissemination of information, schedule, conduct and record Project Team meetings, schedule reviews, identify potential schedule delays, and, as directed by the Stanislaus COUNTY (COUNTY), attend conferences with government, public or private agencies or others interested in the Project. The PM, or his designee, will prepare and submit to the COUNTY minutes of all coordination meetings attended within five working days after the meeting. The PM will carry out the instructions received from the COUNTY and CALTRANS and will transmit direction to the R&M team. The PM will manage, coordinate, and maintain continuous cost control of all R&M's team effort. The PM, or his representative, will conduct and document analysis of subconsultant costs; negotiate subconsultant agreements, pricing, and changes; and maintain project files.
- R&M will supervise, coordinate, and monitor design for conformance with CALTRANS' standards and policies.
- R&M will interface with CALTRANS' Project Development and the Division of Structures to assure format consistency of all deliverables.
- R&M will assure that all documents requiring CALTRANS' oversight review are prepared in accordance with CALTRANS' standards, guidelines, and procedures.
- R&M will coordinate design effort with all team members, including subconsultants. Coordination also includes the following agencies:
 - CALTRANS (all offices, departments, divisions, and groups as directed by
 - CALTRANS Project Development, including CALTRANS DOS)
 - Utility companies
 - Stanislaus COUNTY Public Works
 - Stanislaus COUNTY Flood Control District

1.2 Meetings and Coordination

Project Development Team (PDT) meetings will be held every month, at a minimum, through the life of the project (R&M to chair and record the meetings). The purpose of the PDT will be to expedite decisions, facilitate a forum for product review and comment, and establish methods and priorities for resolution of design issues. R&M will conduct regular monthly design coordination meetings with the COUNTY. The location for the meetings will be a location to be determined by the COUNTY. These meetings will alternate with the PDT meetings. R&M will attend Workshop and Safety Review Meetings with CALTRANS and other agencies to resolve the project issues, as needed.

1.3 Schedule Control

R&M will develop and maintain a Work Plan and submit updates to the COUNTY. The Work Plan will identify each sub-task and deliverable. The Work Plan will be prepared during the first 30 days of Preliminary Engineering. The R&M will prepare a detailed CPM network schedule indicating all design activities including appropriate reviews by the COUNTY and outside agencies, tasks, deliverables, and input requirements with the appropriate milestones clearly identified. R&M will submit updated electronic progress schedule on a bi-monthly basis. The PM will notify the COUNTY within seven days of any impacts that may affect schedule milestones.

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1.4 Quality Control

R&M will conduct quality control reviews of its submittals prior to submittal to the COUNTY and CALTRANS. It is anticipated that quality reviews will be done at the following times.

- Completion of 35% PS&E
- Completion of 65% PS&E
- Completion of 95% PS&E
- Completion of 100% PS&E

R&M will develop and maintain a Quality Assurance Plan during the life of the project and shall ensure that the QAP processes are adhered by R&M and its subconsultants.

1.5 Cost Control

The project design cost estimate includes all work efforts based on the defined scope within the project limits including all roadway and bridge design work, utility relocations, environmental mitigation measures, right-of-way acquisition related tasks, reports, and other related professional services. The design cost estimate also includes reasonable allowances for those items of work that cannot be definitively quantified and is based on the team's technical judgment and its considerable experience in executing similar projects. R&M will not perform any extra work without prior written authorization from the COUNTY.

1.6 Project Invoicing and Status Reporting

R&M will submit invoices every four weeks to the COUNTY in a format approved by the COUNTY. The invoices will segregate costs by phase, activity, and sub-task corresponding to the design Work Plan; invoices will include the status of the current billings compared to established budgets. R&M will prepare and submit progress reports to the COUNTY with each invoice.

1.7 Project Files and Document Control

R&M will maintain project files in accordance with applicable CALTRANS' Uniform Filing System categories and, when applicable, CALTRANS' Bridge Memo to Designers. The appropriate document control procedure will be established and maintained by R&M.

1.8 Design Integration Meetings

To identify and resolve all relevant interfaces, and to eliminate potential conflicts, R&M will put together design integration process to fully identify interfaces between functional elements and define the physical and functional relationships. R&M will conduct monthly Design Integration Meetings, as well as generate and maintain listing of integration action items. The purpose of Design Integration Meetings will be to expedite decisions, facilitate a forum for reviews, and to establish methods and priorities for resolution of design issues.

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1.9 BUZZSAW RFI Process

The Autodesk Buzzsaw FTP program provides a Request for Information (RFI) process that will be utilized as the primary formal mode of inquiries among project team members. The process contains predefined input forms with a provision for file attachments. These forms will be distributed to specified users within the BUZZSAW project community through e-mail. The forms include fields for responses, resolution recommendations, and discussions. There is also a feature to specify scheduled response deadlines.

TASK 2. PRELIMINARY ENGINEERING AND PRELIMINARY DESIGN (35%)

The purpose of Task 2, Preliminary Engineering, is to determine right-of-way, utilities easements, construction quantities, cost estimates, and permit requirements for the Project, including highway and structures. R&M activities will include the following:

2.1 Fact Sheets

No additional fact sheets are anticipated in the project other than those prepared in PA/ED phase.

2.2 Supplemental Surveys and Survey Control Data (NOLTE)

NOLTE, under contract to R&M, will perform necessary supplemental aerial mapping and ground surveys required to complete the design. NOLTE work tasks under this Task item include:

2.2.1 Records Research – NOLTE will perform research for existing horizontal and vertical control monuments with CALTRANS and NGS available for use in establishing the primary control network. NOLTE will coordinate with CALTRANS D10 to establish the project control Datum. In addition, NOLTE will research record maps and deeds with the COUNTY, BLM CALTRANS and the City of Modesto in order to perform a complete existing monument search.

2.2.2 Submittal A Photogrammetric Mapping Package – NOLTE will prepare and provide to the CALTRANS D10 Mapping Coordinator a complete Submittal A as required by the CALTRANS Office of Photogrammetry for approval prior to aerial flight.

2.2.3 Mission Planning and GPS Surveys – NOLTE will perform mission planning to confirm satellites symmetry during the planned observation periods, create an observation plan, establish primary control points and flight panels, perform GPS observations to the specifications outlined in Chapter 5 and 6 of the Survey Manual, perform a Digital Level run over the primary control points and the vertical flight panels to the specifications outlined in Chapter 8 of the Survey Manual, post process GPS Static Surveys, perform Minimal and Final Least Squares Adjustments, and prepare the Project Control Report for approval. Horizontal control will be based on the North American Datum of 1983 (NAD83) and converted to the California Coordinate System of 1983, Zone 2 as referenced by available published survey control monuments. All units will be

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in US Survey feet. Vertical control will be based on the National Geodetic Vertical Datum 1988 (NGVD88).

2.2.4 Submittal B Photogrammetric Mapping Package – NOLTE will prepare and provide to the CALTRANS D10 Mapping Coordinator the Project Control Report for approval prior to performing Aerotriangulation Report. Upon approval NOLTE will submit the balance of Submittal B package for approval.

2.2.5 Aerial Survey - NOLTE will prepare an aerial topographic survey compiled at a scale of 1"=50' (English units) with two (2) foot contour intervals as required by CALTRANS. NOLTE will have the aerial subconsultant provide a one (1) foot contour interval for design engineers' use.

2.2.6 Submittal C Photogrammetric Mapping Package – NOLTE will prepare and provide to the CALTRANS D10 Mapping Coordinator a complete Submittal C as required by the CALTRANS Office of Photogrammetry for approval upon completion of the aerial mapping.

2.2.7 Supplemental Topographic Surveys – NOLTE will perform supplemental ground surveys to complete the design. These surveys will include establishing supplemental horizontal and vertical control, locating existing visible features such as: trees in areas of proposed construction (over 6" dbh), fences, lighting, striping, berms, curbs; sidewalks, utility vaults, manholes, drainage structures, ditches, and invert elevations for storm and sanitary sewer manholes. Along State Route 99, conform elevations, fog lines and lane lines (where necessary), walls, fences and other features will be located by NOLTE using current technology, such as reflectorless instruments or High Definition Scanning, to maintain safety of field staff and the general public. In addition, NOLTE will survey a maximum of forty (40) pothole locations.

2.3 Highway Plan Sheets

R&M will prepare, coordinate and submit Design Plan Sheets in English units for highway design and assure that interface information is provided to the other design disciplines. The following sheets will be provided:

- Geometric Base Sheets will be prepared at 1"=50' scale on 22" x 34" plan sheets. Skeleton base sheets will include basic layout information and identify all major construction features. (R&M)
- Typical Cross Sections for the highway will be based on the approved standard sections including pavement structural sections. (R&M)
- Utility Relocation/Occupation Plans. AEC, under contract to R&M, will identify, propose final locations, and prepare plans for utilities that are affected by the Project such as water, sewer, gas, electric, cable TV, and telephone. Alliance Engineering Consultant, Inc. (AEC)
- Retaining Wall Layout Sheets will be prepared at 1"=20' or other suitable scale. (R&M)

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- Drainage Layout Sheets will be prepared at 1" = 50' scale showing existing and proposed system. (R&M)
- Pavement Delineation will be prepared at 1" = 50' scale. (R&M)
- Other pertinent plans. R&M will prepare and submit additional plans in order to receive CALTRANS' and other agencies' comments early in the design phase to minimize change in subsequent tasks. Other plans will include soundwall and retaining wall locations, stage construction, traffic handling, and ITS concept (electrical) plans will be submitted for review by the appropriate CALTRANS departments. (R&M) (AEC)

2.4 Type Selection

2.4.1 Bridge Type Selection (R&M)

Upon completion of Preliminary Design, R&M will submit and make a presentation for review and approval of a Bridge General Plan for each structure. This is the "Structure Type Selection" process and no further design work will be performed until written approval of the structure type is received from the Division of Structures. Upon completion of review by CALTRANS DOS, a Type Selection Review Meeting will be held in Sacramento, at which R&M will be prepared to discuss and provide information on foundation requirements, falsework requirements, seismic and aesthetic considerations, traffic handling, construction cost, and other pertinent information that is needed to determine the proper structure type. Ten copies of the proposed General Plan, General Plan Estimate, and Type Selection Memo will be submitted for review two weeks prior to the "Structure Type Selection" Review Meeting. The results of the meeting will be summarized in writing by R&M within two weeks following the meeting.

2.4.2 Pumping Plant Type Selection (NOLTE)

NOLTE will, under contract to R&M, provide the necessary preliminary engineering services necessary to develop the Pumping Plant Type Selection Report. NOLTE will analyze two (2) layout alternatives. As part of this effort, NOLTE will generate requests for potholing and verifications for items impacting the pumping plant.

NOLTE will work closely with the COUNTY, R&M, and CALTRANS (District and Headquarters), to weigh the advantages and disadvantages associated with each of the pumping plant alternatives and determine the most appropriate alternative. The alternative analysis and the selection effort will be documented in a Pumping Plant Type Selection Report developed by NOLTE. This report will include a General Plan Sheet and General Plan Estimate for each alternative, , and CALTRANS Type Selection Forms, a narrative description addressing pertinent information about the alternative, and a general plan level construction cost estimate.

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Ten copies of the draft report will be submitted to the COUNTY and CALTRANS for review and comment. The draft Type Selection Report accompanied by the General Plans and General Plan Estimates will be submitted for review two weeks prior to the "Pumping Plant Type Selection" Review Meeting. The results of the meeting will be summarized in writing in a memorandum within two weeks after the meeting. Comments received in the meeting on the draft report will be incorporated into a final report which will be submitted to the COUNTY and CALTRANS for review and approval.

2.5 Design Reports

R&M will submit Design Reports for highways and structures, and provide all design interface information to its subconsultants for preparation of other reports. Each submittal will contain sufficient design calculations and other information based upon established CALTRANS' design criteria. The following Design Reports will be prepared:

a) Updated Drainage Report (R&M)

R&M will prepare an updated project drainage report at the preliminary design stage. The drainage report will describe existing drainage conditions, specific drainage system conditions or constraints which may affect the project design, drainage flows by system, hydraulic analyses by drainage system, proposed drainage system modifications and improvements, and any off site drainage facilities or modifications which affect other agency facilities or agreements.

The updated Drainage Design Report will be submitted with the 35%, 65%, 95%, and Final design submittal packages. As part of the preparation of the Drainage Design Report all drainage hydrology and hydraulic calculations will be performed. Hydrology and hydraulic calculations will establish;

- The location and tributary watersheds of all drainage inlets;
- All pavement drainage calculations;
- The location, size, profile, and materials of all storm drains;
- The discharge points and outlet conditions for all drainage facilities;
- The 10-year and 25-year hydrology and hydraulic conditions (or per local CALTRANS District guidance) to all stormwater treatment facilities. (this does not include the stormwater WQF or WQV design which is part of the SWDR);
- Retention basin location and sizing (per local CALTRANS District guidance);
- Infiltration trench location and sizing;
- Pump station storm water storage box volume calculations;
- Identify changed conditions between existing and project conditions.

To meet the project drainage design requirements for the highway and local streets, preparation of the Drainage Design Report will include coordination with the COUNTY, CALTRANS, and the project team.

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During each milestone of the project, the design of the drainage facilities developed for the Drainage Design Report will be submitted to the R&M plans production staff. NOLTE will be responsible for reviewing the content of the Drainage Plan sheets, the Drainage Profile sheets, the Drainage Detail sheets and the Drainage Quantity sheets.

b) Foundation Report and Log of Test Borings (GeoCon)

GeoCon Consultants, under contract to R&M, will prepare foundation reports and log of test borings for the bridge structures. Following is a task breakdown for the proposed work.

- Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB, if any.
- Permits/USA Clearances: We will comply with the Caltrans Permit requirements.
- Field Exploration: For the various bridge structures, we will drill borings and/or CPT tests up to 60' in depth. These explorations will provide an evaluation of subsurface conditions for the proposed structure.

<i>Project Element</i>	<i>Number of Borings/CPT</i>	<i>Approximate Depths</i>
Kiernan OC (for remaining supports use as-builts)	2	80'
SB on-ramp structure	2	60-80'

The boring locations will depend upon the available access and the boring data from previous studies. We anticipate using a truck mounted drill rig for our work. Some traffic control is anticipated at this time.

- Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.
- Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, consolidation tests, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test, as necessary.
- Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed foundations. We expect LRFD design requirements for the mainline bridge structure.

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- Prepare Draft Foundation Memos (Type Selection Letter): Prepare preliminary recommendations for foundations and provide a Type Selection Memos with the LOTB for each of the structures.
- Prepare Final Foundation Reports: Prepare detail reports including design recommendations for foundation types and footing elevations lateral design capacities, pile foundation recommendations or spread footings.
- Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information related to CaltransCALTRANS Seismic design criteria (SDC v 1.4) such as depth to rock like material, etc. shall be provided. Information related to the recently revised Seismic design guidelines (2009) and the ARS curves will be provided.
- Prepare a final Foundation report for each of the structures.
- Using the general plan as a base map, we will provide boring logs.
- Design Review Consultation through final design.

c) Geotechnical Design and Materials Report (GeoCon)

GeoCon Consultants, under contract to R&M, will prepare a combined Geotechnical Report for the roadway, embankment, overhead sign structures, soundwalls and retaining wall. Detail scope for preparing this report is as follows:

- Research and Data Collection: Review of additional available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB.
- Permits/USA Clearances: We will comply with local permit requirements. We assume that a Caltrans encroachment permit will be provided by the Agency/COUNTY. We will field locate the borings and call for USA clearance.
- Field Exploration: Because of high costs associated with performing field borings we will plan the borings in a judicious manner at locations that makes most logical sense. The boring program is provided in the table below.

<i>Project Element</i>	<i>Number of Borings</i>	<i>Approximate Depths</i>
Retaining Walls and soundwalls (6-9 at various locations)	25	30'- 40'
Pavement	27	5-10'
Infiltration Basins	4	30'
Overhead sign structures	3	30'

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In addition, the borings for the proposed bridge structures will be used for this study. These explorations will provide an evaluation of subsurface conditions for the proposed roadway portion of the project. The boring locations will depend upon the available access and any boring data from previous studies. We anticipate using a truck mounted auger drill rig (or mud-rotary drill rig if needed) for our work. Some traffic control is assumed at this time in areas where necessary.

- Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements. Generally the borings are required to be backfilled with cement grout.
 - Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, consolidation, gradation analyses, R-value tests, corrosion tests and Plasticity Index test, as necessary.
 - Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the embankments, soundwalls and retaining walls, and pavement design. Slope stability and settlement evaluation of proposed embankments will also be considered as appropriate.
 - Prepare Draft Geotechnical Design and Materials Report: Prepare preliminary recommendations for pipe culverts, embankments, retaining wall, soundwalls, overhead sign structures and pavement design.
 - Prepare Final Geotechnical Design and Materials Report: Prepare detail report including design recommendations for embankment foundation, soundwalls, overhead sign structures and retaining walls and pavement sections. Also specified in the report will be information on recommended slopes, groundwater conditions, corrosion evaluations, etc.
 - Using the general plan as a base map, we will provide boring logs using the standard Caltrans LOTB sheets.
 - Design Review Consultation through final design.
- d) Transportation Management Plan (R&M)
- R&M will prepare a draft and final Transportation Management Plan (TMP) for the construction package. The TMP is a specialized program tailored to prevent and mitigate the impacts of the construction project by applying a variety of techniques including Motorist Information, Incident Management, Construction Strategies and Public Awareness Strategies. The major objectives of the TMP are to maintain efficient and safe movement of vehicles through the construction zone; and to provide intensive public awareness of potential impacts on ROUTE 99 and local street

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operations. The TMP shall consider and propose a program of public information, driver information, and an incident detection and response.

e) Storm Water Data Report (R&M)

R&M will update the Storm Water Data Report in compliance with the current CALTRANS "Storm Water Quality Handbook," for mainline and interchange modification packages. Each report will address water quality impacts and mitigation for each component of the project. The project will utilize CALTRANS policies and procedures and best management practices (BMPs) to collect, transport, and dispose of storm water within the State's right of way. A draft and final SWDR for the PS&E level will be prepared. One SWDR document will be prepared for the entire corridor.

f) Utility Relocation Management Plan (AEC)

AEC, under subcontract to R&M, will prepare a utilities relocation management list and identify utilities to be relocated and schedule for such relocations. AEC will conduct the following activities:

- Notify all utilities of required relocations.
- Collect and study the existing as-built utility and electrical drawings of the project area.
- Conduct field surveys to verify the existing site conditions.
- Prepare a utilities relocation management plan and identify utilities to be relocated and schedule for such relocations. Utility records will be obtained and plotted in AutoCAD. Anticipated impacts will be identified, potential relocation areas, costs and schedule by Owner.

g) Hazardous Materials Site Investigation . (Geocon)

Geocon, under contract to R&M, will perform a site investigation at specific areas of retaining wall and roadway and soundwall construction within Caltrans right-of-way and evaluate aerially deposited lead (ADL) concentrations along the northbound Onramp (Geocon, under contract with Caltrans, already collected ADL data for the southbound ramps and the northbound offramp). Tasks include:

- Prepare Health and Safety Plan
- Prepare workplan for the COUNTYCOUNTY and CaltransCALTRANS approval
- Retaining/Sound Wall Field Activities
 - Advance up to 12 borings to 4.5 ft bgs
 - Collect two soil samples per boring (total 24 samples)
 - Further advance up to four borings to approximately 20 ft bgs to encounter groundwater
 - Collect one grab-groundwater sample per boring (total 4 samples)
- Retaining/Sound Wall Laboratory Analyses
 - 24 soil and 4 grab-groundwater samples for CAM 17 Metals
 - 6 soil samples for Soluble (WET or TCLP)
 - 12 soil and 4 grab-groundwater samples for TPHg/BTEX/MTBE
 - 12 soil and 4 grab-groundwater samples for TPHd/mo
 - 4 grab-groundwater samples for VOCs

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- ADL Field Activities
Advance 12 borings to 2.5 ft below ground surface.
Collect three soil samples per boring (total 36 samples)
 - ADL Laboratory Analyses
36 soil samples for Total Lead
12 soil samples for Soluble (WET, WET-DI, or TCLP) Lead
4 soil samples for pH
 - Prepare Draft Site Investigation Report for the COUNTY and Caltrans review
 - Prepare Final Site Investigation Report
- h) Other Hazardous Materials Studies (Geocon)
- Geocon, under contract to R&M, will perform asbestos and lead-containing paint surveys of bridges and structures to be removed as part of the project. Tasks include:
- Prepare Health and Safety Plan
 - Prepare workplan for the COUNTYCOUNTY and CaltransCALTRANS approval
 - Field Activities
Collect up to 10 bulk asbestos samples
Collect up to 4 bulk paint samples
 - Laboratory Analyses:
10 asbestos samples for Polarized Light Microscopy (PLM)
2 asbestos samples by PLM 400-point count
4 paint samples for Total Lead
2 paint samples for Soluble (WET or TCLP) Lead
 - Prepare Draft Survey Report for the COUNTYCOUNTY and CaltransCALTRANS review
 - Prepare Final Survey Report
- i) Preliminary Construction Quantities and Estimates (R&M)
- R&M will prepare Preliminary Construction Quantity Estimates for each bid package, including highway and structures. Estimates will be prepared using CALTRANS' Basic Engineering Estimating System (BEES) and will be in accordance with Project Estimate of Cost of the PS&E Guide, latest revision. Based upon the CALTRANS' Standard Items of Work, and adding items as may be necessary.
 - NOLTE will provide quantities, unit costs, and estimated construction costs related to the Pumping Plant and Storm Water Storage Box extension structures for inclusion by R&M in the overall project Preliminary Construction Quantity Estimate.
 - R&M will prepare a list of all construction work items required for each bid package and a quantity estimate for each. Codes for additional items will be based upon CALTRANS Standard Items of Work Codes.
 - R&M will prepare a Preliminary Construction Cost Estimate, including highway and structures. The cost estimate will identify construction work items, quantities, unit costs, and will summarize the estimated total Project cost, including

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allowances for supplemental work, State-furnished materials, expenses, mobilization, and contingencies.

- j) Preliminary Construction Schedule (NOLTE)
NOLTE will, under contract to R&M, prepare a Preliminary Construction Schedule for the selected project alternative. Nolte will prepare the schedule using Microsoft Project and will be based on the data developed by the R&M.

2.6 Preliminary Design Report (R&M)

R&M will submit a Preliminary Design Report with an objective to provide the current Project status, presenting information on items such as project right-of-way, and utility and construction cost estimates reconciled with the current COUNTY budget. The report will also summarize various elements of design for value engineering studies, addressing those elements in particular where it appears that significant cost savings or other advantages can be realized. A separate report will be provided for each bid package. The report will include the following:

- 35% Submittal
- Design criteria
- Design issues
- Preliminary construction cost estimate
- Preliminary design plans
- Preliminary construction schedule

TASK 3 – RIGHT OF WAY ENGINEERING, UTILITIES AND ACQUISITION

3.1 Right-of-Way (R/W) Engineering (NOLTE)

NOLTE, under contract to R&M, will be responsible for interfacing and coordinating selected right-of-way activities for the Project. R&M will assure that all right-of-way information shown on the plans are current and coordinated with the COUNTY of Stanislaus and that all right-of-way needs for the project, including easements (permanent and temporary) and acquisitions have been determined.

NOLTE will prepare drawings and exhibits necessary for right-of-way engineering, including Hardcopy Map, Appraisal Maps and Acquisition Plats and Descriptions, Record Right-of-Way, Pre and Post Construction Record of Surveys, Transfer Deed, Plats and Legal Descriptions for fifteen (15) Acquisition Parcels and three (3) Temporary Construction Easements, and required closure calculations. NOLTE work tasks under this Task item include:

3.1.1 Horizontal Control Survey – NOLTE will prepare a search map for recovery of existing property corners, street monumentation, subdivisional section corners and right-of-way monumentation shown on subdivision maps, BLM documents, and CALTRANS Monumentation Maps. Nolte will also perform field surveys to tie found monumentation to the primary control network and prepare the existing conditions right-of-way and Preliminary Hardcopy Map

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3.1.2 Preliminary Title Reports

Upon determination of parcels affected by acquisition, BRI will facilitate ordering the required Preliminary Title Reports. BRI's scope of work assumes Title Reports for a maximum of fifteen (15) parcels are required.

3.1.3 Review Title Reports – NOLTE will review existing title report legal descriptions and easement exceptions for correctness and coordinate revision required with the COUNTY and Title Company. NOLTE will prepare title report analysis sheets in accordance with the CALTRANS Right of Way Manual.

3.1.4 Boundary Survey and Pre-Construction Record of Survey - Based on monumentation recovered in Task 3.1.1, NOLTE will perform an analysis to determine the location and configuration of the existing freeway and project street right-of-ways. NOLTE will prepare a pre-construction Record of Survey to document existing recorded boundary monumentation located and recovered during the field surveys that is anticipated to be destroyed during construction of the project. NOLTE will submit and process the pre-construction Record of Survey through the Stanislaus COUNTY Surveyor's Office.

3.1.5 Appraisal Mapping – NOLTE will prepare an Appraisal Map package in accordance with the CALTRANS Right of Way Manual. Appraisal Maps will be based upon the final approved geometrics provided by R&M. In addition NOLTE will prepare and submit a title report analysis package to CALTRANS and obtain CALTRANS Parcel Identification Numbers for the affected parcels (maximum of fifteen (15)). NOLTE will prepare a draft Appraisal Map package in accordance with the CALTRANS Right of Way Manual and submit the package to CALTRANS District 10 for review and comment. Upon receipt of comments, NOLTE will prepare final Appraisal Maps in response to CALTRANS comments and resubmit for approval. NOLTE will also obtain and submit updated Preliminary Title Reports with final Appraisal Maps.

3.1.6 Acquisition Plats, Legal Descriptions and Transfer Deeds - NOLTE will prepare one permanent right of way acquisition package for the affected parcels (maximum of fifteen (15)) identified in the Appraisal Map. Each permanent right of way acquisition package will consist of a legal description (metes and bounds, or strip format as appropriate), and a closure report. NOLTE will prepare a Plat and Legal Description for each of identified Temporary Construction Easements (maximum of three (3)) and a closure report. NOLTE will prepare Transfer Deeds for acquisition parcels to the State of California.

3.1.7 Right-of-Way Staking

No right of way staking is included in the scope of work at this time.

3.1.8 R/W Hardcopy Mapping – Based on a resolved boundary and approved geometrics, NOLTE will prepare a Hardcopy Map for review and approval.

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3.1.9 R/W Record Mapping – NOLTE will prepare the R/W Record Map, as outlined in Chapter 4 of the Plans Preparation Manual, that will reflect changes in the State Right-of-Way, modifications of controlled access and delineate the present the current status of all real properties including interest in real properties under the jurisdiction and control of the Department of Transportation. This includes operating R/W, (fee, easements, etc.), excess lands, access rights or other interests.

3.1.10 Post Construction Record of Survey

A post construction record of survey is not included at this time.

3.2 Right of Way Services (BRI)

Bender Rosenthal, Inc., (BRI) under contract to R&M, will perform the following Right-of-Way Acquisition activities:

a) Right-of-Way Appraisals.

- Appraisals to be prepared in accordance with California Eminent Domain Law, California Government Code Section 7260 et seq., Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt, the CALTRANS Right of Way Manual, and 49 CFR, Part 24.
- Appraisal services do not include specialty appraisals including but not limited to fixtures and equipment or loss of business goodwill. It is unknown at this time if these services will be required.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property.
- Appraisals will be for the "Fair Market Value" of the properties as per CCP 1263.320.
- It is assumed there are a maximum of 15 parcels to appraise.
- Appraisal reports will be prepared a Summary Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (b).

b) Right of Way Appraisal Review

Henry Spoto, Jr. an independent review appraiser, under contract to R&M, will be responsible for providing the following required appraisal review services:

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, FHWA, CALTRANS appraisal procedures, Uniform Standards of Professional Appraisal Practice and California Eminent Domain codes will be completed.
- A check list identifying the various requirements of the appraisal report will be used to insure that the report contains all of the prescribed requirements.
- Upon satisfactory completion of the appraisal report a review certificate report will be prepared.

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c) Right-of-Way Acquisition / Title & Escrow

- BRI will prepare the necessary acquisition documents. Said documents include, but are not limited to, offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, right of way contract, public acquisition brochure, and applicable CALTRANS information.
- BRI will negotiate to acquire the property interests that are identified for the project. Negotiations include services for a maximum of 15 property owners and no lessee interests.
- All acquisition documents to receive COUNTY and CALTRANS' written approval as to form prior to use in the field.
- If agreement with all owners and other required interests cannot be reached, BRI will advise COUNTY that negotiations have reached an impasse. The COUNTY will consider scheduling of an action in eminent domain including the required public necessity hearing. BRI will provide condemnation support as needed and requested, budget allowing.
- If settlement with owners and other required interests is reached pursuant to the COUNTY approved appraisal or COUNTY-approved administrative settlement, BRI will prepare a Memorandum of Settlement for transmittal to COUNTY. If an administrative settlement appears to be prudent, BRI will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require COUNTY written approval before implementation of any settlement agreement. BRI will establish with COUNTY a process of coordinating escrow closings and reviewing escrow instructions.
- Where there are escrow closings, preparation of escrow instructions will be completed by Title Company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by COUNTY. Bender Rosenthal, Inc. will work with the COUNTY & the escrow company to ensure timely closure escrow.
- Costs for escrow will be borne by the COUNTY.
- Bender Rosenthal, Inc. will order and pay for up to 15 title reports. This is included in the project direct expenses.

d) Relocation Assistance - Residential

- The Relocation Advisor will be responsible to provide each affected household with the following documentation when appropriate:
 - General Information Notice
 - Letter of Eligibility
 - Letter of Entitlement
 - 90-Day Notice to Vacate
- All claim forms to be signed by the COUNTY.
- It is anticipated that there are 3 affected residential households.
- BRI will secure necessary documentation from the household and other sources to determine household income, occupant status and replacement site needs. This

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information will be used to determine the maximum Replacement Housing Payment available for the household.

- BRI will provide affected households with referrals to replacement sites.
- BRI will inspect replacement dwellings to determine whether the properties meet Decent, Safe and Sanitary standards.
- BRI will explain the Relocation Assistance Program and eligibility requirements for relocation payments to the displacee and will be available throughout the project to respond to occupant questions and to provide continuing Relocation Advisory Assistance.
- BRI will prepare all claim forms and necessary documentation and signatures for claims. BRI will forward completed claims and documentation to the COUNTY for processing and payment.

d) Relocation Assistance - Business

- A Relocation Advisor will be assigned to each affected business. The Advisor will meet with each business representative to determine the business structure, market area, personal property, and replacement site needs.
- The Relocation Advisor will be responsible to provide each business with the following documentation when appropriate:
 - General Information Notice and Letter of Eligibility
 - Referrals to Replacement Sites
 - 90-Day Notice to Vacate
- All claim forms to be signed by the COUNTY.
- It is anticipated there are up to 4 business relocations and up to 256 personal property only relocations.
- The Relocation Advisor will work to identify available replacement sites that might accommodate the affected businesses.
- The Relocation Advisor will work closely with each business in order to secure estimated relocation costs.
- The Relocation Advisor will prepare claims for payment and will present them to the business owners for signature. The Advisor will submit all signed claims and necessary documentation to the COUNTY for review and processing.
- The Relocation Advisor will establish and maintain a detailed Relocation File for each business in order to document specific Relocation efforts. Each file will include a relocation diary to track all contact with occupants.
- Personal property moves will include one initial notice mailing, processing of claims, and a 30 day notice to vacate. No meetings with tenants.

e) Right of Way Certification & Management

- Prepare draft right-of-way certification for COUNTY and CALTRANS review.
- Incorporate comments and prepare final draft certification for COUNTY and CALTRANS review and approval.
- BRI will participate in monthly PDT meetings via teleconference (up to 8)
- BRI will provide weekly status updates on appraisal and acquisitions.

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- Board presentations, closed sessions, staff reports, and drafting resolutions are not included in this scope.

3.3 Utility Design Process (AEC)

AEC, under contract to R&M, will be responsible for interfacing utility design coordination with the utilities. R&M will assure that all utility information shown on plans and any other documents prepared by the R&M are current and have been coordinated with the COUNTY. AEC will perform the following work activities:

- Communicate with utility companies to identify utility issues (verification of facilities, relocation claim letters, etc.).
- Request potholing and verifications, including providing horizontal and vertical survey referencing. Up to thirty (40) potholes are anticipated
- Assure that utility notices and potholing information comply with CALTRANS' utility requirements
- Communicate with right-of-way and project coordinator to ensure inclusion of the proper utility permit requirements and other utility data for R/W certification and design
- Assure that necessary utility impacts caused by the proposed construction have been addressed
- Monitor progress of utility design forces
- Prepare utility relocation agreement drafts
- Confirm utility relocation plans
- Promptly review and comment on utility notices and agreements
- Attend COUNTY Utility Meeting

3.4 Submittals

R&M will perform in-house quality control review and submit the following Project Documents to the COUNTY in accordance with the approved schedule:

- Right-of-Way and Utility Documents

TASK 4. FINAL DESIGN - UNCHECKED (65%)

The purpose of Task 4 Final Design is to progress in developing draft plans, specifications, and quantities for Final PS&E Checked (65%) design completion, and includes responding to comments received from the agencies reviewing Task 2 submittals and identifying and resolving conflicts. R&M will provide written response to Preliminary Design (35%) review comments received for all documents and provide justification for each comment which is not incorporated. R&M will hold meetings with CALTRANS and other agencies to resolve issues from Preliminary Design (35%) review. R&M will incorporate the agreed upon comments received from the COUNTY, CALTRANS, and other agencies, perform final design, and prepare Final Design Unchecked (65%) documents. The submittal will consist of all design documents which are required for the Project. R&M's submittal will include the following:

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4.1 Design Plan Sheets

R&M will prepare all final Design Plan Sheets. Plans will be prepared in accordance with requirements stated in CALTRANS 2007 Standard Specifications (English Units) and Details, and, where applicable, to the OSFP Information and Procedures Guide and the Drafting and Plans Manual, all to be the latest editions. Title blocks will be signed and sealed by an appropriate California Registered Engineer at the final submittal.

500 plan sheets are anticipated at this time, as follows:

Sheet Name	Plans Sheets	Responsibility
CIVIL:		
Title and Location Map	1	R&M
Survey Control Plans	2	NOLTE
Typical Cross Sections	17	R&M
Key Map and Line Index	1	R&M
Layout Plans	18	R&M
Profile and Superelevation Plans	22	R&M
Construction Detail Plans	30	R&M
Erosion Control and Water Pollution Control Plans	25	R&M
Contour Grading/Basin Details Plans	10	R&M
Drainage Plans	65	R&M
Pumping Plant Plans	35	NOLTE
Utility Plans	18	AEC
Stage Construction Plans	15	R&M
Traffic Handling Plans	26	R&M
Construction Area Sign Plans	8	R&M
Pavement Delineation Plans	22	R&M
Summary of Quantity Plans	7	R&M
Sign Plans	27	R&M
Standard Retaining Wall Plans	25	R&M
Soundwall Plans	20	R&M
Landscape Plans	20	DCA
ELECTRICAL:		
Electrical Plans	40	AEC
STRUCTURES:		
Kiernan OC Replacement	20	R&M
SB Ramp Separation	15	R&M
Log of Test Boring	3	GEOCON
TOTAL	492	

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Sheet Name	Plans Sheets	Responsibility
CIVIL:		
Title and Location Map	1	R&M
Survey Control Plans	2	R&M
Typical Cross Sections	17	R&M
Key Map and Line Index	1	R&M
Layout Plans	18	R&M
Profile and Superelevation Plans	22	R&M
Construction Detail Plans	30	R&M
Erosion Control and Water Pollution Control Plans	25	R&M
Contour Grading/Basin Details Plans	10	R&M
Drainage Plans	65	R&M
Pumping Plant Plans	35	NOLTE
Utility Plans	18	AEC
Stage Construction Plans	15	R&M
Traffic Handling Plans	26	R&M
Construction Area Sign Plans	8	R&M
Pavement Delineation Plans	22	R&M
Summary of Quantity Plans	7	R&M
Sign Plans	27	R&M
Standard Retaining Wall Plans	25	R&M
Soundwall Plans	20	R&M
Landscape Plans	20	DCA
ELECTRICAL:		
Electrical Plans	40	F&P
STRUCTURES:		
Kiernan OC Replacement	20	R&M
SB Ramp Separation	15	R&M
Log of Test Boring	3	GEOCON
Bridge aesthetic	8	DCA
TOTAL	500	

Subject to CALTRANS prior approval, combining information from two or more of the above drawings on one design sheet may be allowed. Decisions to combine design information will be obtained prior to performance of any detail design in order not to impact the cost and schedule of the Project.

4.2 Specifications and Special Provisions

The project will be designed in English units to CALTRANS latest version of Standard Specifications and Details and CALTRANS' Standard Special Provisions. For all work items necessary for construction of each bid package, R&M will assemble data and prepare drafts of (1) necessary modifications to the Standard Special Provisions, and (2) additional specifications which may be necessary. Detailed information is provided in Article 4, entitled "Special Provisions," of the CALTRANS PS&E Guide. R&M will follow instructions contained in the latest edition of that publication. R&M will coordinate specifications with subconsultants to assist design interface activities.

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4.3 Construction Quantities and Cost Estimate

R&M will develop the estimate of Construction Quantities and Cost Estimates to reflect design development from Preliminary Design (35%) to Final Design Unchecked (65%). R&M will perform the following:

- Prepare a Construction Quantity Estimate in the BEES format.
- Prepare a Construction Cost Estimate in the BEES format.

4.4 Construction Schedule (NOLTE)

NOLTE will update the Preliminary Construction Schedule at the 65% complete level of the project and will promptly notify the COUNTY of any differences between the updated schedule and the Construction Schedule included in the most recent COUNTY schedule. NOLTE will compile all highway and structure construction schedule information to prepare the updated Project Construction Schedule.

4.5 Combining Highway and Structures PS&E Documents

R&M will combine all highway and structure design documents and produce a single construction contract package. Combined documents will include the following activities:

- PS&E documents.
- Right-of-way and utility relocation requirements and review of right-of-way certification documents.
- Lane closure charts with traffic study backup.
- Updated construction schedule.
- This design combination will be performed at least one week prior to the Task 3 submittal.

TASK 5. FINAL PS&E - CHECKED (95%)

Task 5 consists of at least two steps in the preparation and submittal of design documents:

- Initial PS&E (95%)
- Revised PS&E (95%)

5.1 Design Plan Sheets

Prior to making submittals of the PS&E-checked (95%) documents, R&M will assure that all comments are incorporated and resolved with CALTRANS and all its units, other reviewing agencies, and structures approval has been received from CALTRANS' DOS. R&M will provide written response to Task 3, Final Design - Unchecked (65%), review comments, with justification noted for each comment not incorporated. R&M will attend comment resolution meetings with the COUNTY, CALTRANS and other agencies to resolve issues. Review at this stage of design may require several revisions and re-submittal of plans, specifications, quantities, cost estimates and the BEES list. R&M will allow adequate provisions in its design budget for reasonable changes. The submittal will be a complete set of checked documents for COUNTY and CALTRANS District review.

R&M will incorporate all agreed upon comments received from CALTRANS and COUNTY during their review and submit revised highway and bridge construction plans.

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5.2.1 Independent Bridge Design Check (NOLTE)

At the 65% complete stage of the project, NOLTE will, under contract to R&M, conduct a comprehensive independent bridge design check. The independent design check will be performed by a senior level engineer not involved in the initial design of the project. The independent check will consist of a thorough review of the Bridge Plans and draft Bridge Special Provisions. The checker will develop a set of independent check calculations and quantities. The checker will also prepare a list of issues to be addressed by the designer for action and response.

5.2.2 Independent Pumping Plant Structural Design Check (NOLTE)

At the 65% complete stage of the project, NOLTE will, under contract to R&M, conduct a comprehensive independent structural design check of the pumping plant and storm water storage box extension structures. The independent design check will be performed by a senior level engineer not involved in the initial design of the project. The independent check will consist of a thorough review of the Pumping Plant and Storm Water Storage Box Extension Plans and draft structural Special Provisions. The checker will develop a set of independent check calculations and quantities. The checker will also prepare a list of issues to be addressed by the designer for action and response.

5.3 Specifications and Special Provisions

R&M will incorporate all agreed upon comments into the Special Provisions and prepare Special Provisions which are specific to the Project for use with latest version of CALTRANS' Standard Specifications. R&M will assure that every construction work item for the Project has a method of payment stated in the Specifications and is accounted for in the Construction Cost Estimate. The COUNTY shall be responsible for contract boilerplate.

5.4 Permits

After receipt of permits from the permitting agencies, R&M will review conditions of all Project permits with CALTRANS and the COUNTY, determine if conditions can be accommodated in the Project, and update the design documents accordingly, if necessary.

5.5 Construction Quantities and Cost Estimate

R&M will update the Construction Quantity Estimate. R&M will submit quantity calculations showing all sketches, diagrams and dimensions necessary for their use by field inspectors. All quantity calculations will be independently checked. R&M will update the Construction Cost Estimate.

5.6 Construction Schedule (NOLTE)

NOLTE will, under contract to R&M, update the 65% Construction Schedule and will promptly notify the COUNTY of any difference between the updated schedule and the Construction Schedule included in the most recent COUNTY schedule. Nolte will compile highway and structure construction schedule information, provided by R&M, to prepare the updated Project Construction Schedule.

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5.7 Combining Highway and Structures PS&E Documents

R&M will combine all highway and structure design documents to produce a single construction contract package. Combination will include the following activities:

- PS&E documents
- Right-of-way and utility relocation requirements and review of right-of-way certification documents
- Updated Construction Schedule
- Submittals

R&M will perform in-house quality control review and submit the following Project documents in accordance with the approved schedule:

- Design Plan Sheets
- Specifications and Special Provisions
- Permit Applications and Permits
- Quantity Estimate
- Cost Estimate
- Construction Schedule
- Sample Survey File (Updated with actual design data)
- Design Calculations
- Quantity Calculations
- Materials Report
- Foundation Report
- Independent Structural Check Calculations

TASK 6. FINAL PS&E (100%) WITH BEES

Task 6 incorporates comments from Task 5 and produces Final PS&E (100%) with BEES documents ready for CALTRANS' Central Region and Division of Structures (DOS) approval. R&M will review comments received from the reviewing agencies on the Task 5 submittals and attend comment resolution meetings with the COUNTY, CALTRANS, and other agencies to resolve issues. R&M will incorporate agreed upon comments and assist the COUNTY in preparing Bid Documents for advertisement. The following services and submittals will be provided by R&M:

6.1 Plans, Specifications and Estimates

R&M will update and incorporate into the Design Sheets, Special Provisions, and Quantity Estimates submitted for Task 5 the comments received from the COUNTY, CALTRANS and all of its units, and other agencies. CONSULTANT will prepare all plans in AutoCAD. Conversion of design CADD files to Microstation for submittal to CALTRANS electronically is additional services. All Special Provisions will be submitted in electronic MS Word format.

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R&M will submit to CALTRANS the revised Quantity Estimate and obtain from CALTRANS the Basic Engineering Estimating System (BEES) estimate for the Project. R&M will coordinate the plans, specifications, and estimates with those of other design consultants and assure that highway design interfaces with structures design when all documents are combined to form a single Project PS&E package.

6.2 Permits/RW Certification

For all permits known to be required from permitting agencies, R&M will prepare draft documents and supply required Project design and construction information to the COUNTY and CALTRANS to ensure conditions are resolved, and include these permits as part of the Bid Documents. R&M will update the Right of Way Certification.

6.3 Construction Bid Documents

R&M will prepare and submit the construction bid document revisions for all highway and structure design to CALTRANS for their review prior to advertisement. The Bid Documents will be prepared in accordance with the latest editions of the CALTRANS' manual, Guide for the Submittal of Plans, Specifications and Estimates, and the OSFP Information and Procedures Guide. R&M will perform in-house quality control review and submit the following documents:

- Final Design Plan Sheets
- Cross Sections (earthwork only)
- Standard Special Provisions
- Permits, Certifications and Agreements
- BEES Estimate
- Construction Schedule
- Materials Information Handout
- Quantity Summary forms for structures
- Final Design Calculations (if revised)
- Final Design Check Calculations (if revised)

R&M will incorporate into the bid documents comments received from the COUNTY, CALTRANS and other reviews.

6.4 Resident Engineer's File

R&M will prepare and submit a Resident Engineer's file in accordance with CALTRANS' Project Development Activities Guide, OSFP Information and Procedures Guide, Bridge Memo to Designers, and include all project relevant items identified in the Resident Engineer's file check-off list. R&M will insure that the appropriate Resident Engineers' File items are in DOS format and assure consistency of all the design documents. The following items, as a minimum, will be included for structures:

- Bridge 4-scale plans in accordance with CALTRANS Memo to Designers 2-2 or latest practice
- Final Foundation Report
- Joint Movement Rating Calculations

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- 6.5 Storm Water Pollution Prevention Plan (SWPPP)
No SWPPP is anticipated to be provided.

TASK 7. BID DOCUMENTS AND BID SUPPORT

Task 7 consists of incorporating comments received from CALTRANS' Headquarters Office Engineer on the Task 5 submittals and updating the Resident Engineer's file. R&M will coordinate and update Project documents as required for bidding.

- 7.1 Bid Documents
R&M will incorporate into the Bid Documents, the comments received from the COUNTY and CALTRANS' submittal. R&M shall submit updated Microstation files of Bid Documents.
- 7.2 Resident Engineer's File
R&M will update the Resident Engineer's File, if required.
- 7.3 Survey File (NOLTE)
NOLTE will, under contract to R&M, assist R&M with the preparation of the Survey File for submittal to the COUNTY. The Survey File submittal will conform to CALTRANS' Project Development Activities Guide and include:
- Control traverses and bench circuits used to design the project (NOLTE)
 - Alignment traverses of all Center lines (R&M)
 - Right-of-Way hardcopy appraisal maps (NOLTE)
 - Right-of-Way legal descriptions (NOLTE)
 - Pre-construction Record of Survey (NOLTE)
 - Bridge traverses with coordinates on abutment layout lines and wing wall layout lines (R&M)
 - Other structures (i.e. Soundwall) traverses with coordinates on layout lines (R&M)
 - Grid grades with data for:
 - Slope stakes (R&M)
 - Finish Grade stakes (R&M)
 - Contour grading stakes (R&M)
 - Drainage Notes with coordinates of intersection of center of drainage structure and curb flow line, Drainage structure system number, item letter, station and offset.(R&M)
- 7.4 Bid Support
R&M will support the COUNTY in the bidding process by answering any requests for information (RFI's), and providing design clarification as required. Design of any major features for CCOs or design addenda will be additional services not included in basic Bid Support services. The COUNTY will prepare all copies of PS&E for distribution to bidders.

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- 7.5 Construction Period Support
This will be a future addendum.

WORK TO BE PERFORMED BY OTHERS

R&M will provide information as needed to support the following work performed by others:

- Advertising and award process for construction shall be by COUNTY.
- Right of entries for design purposes shall be obtained by COUNTY (R&M to identify entry requirements).
- Permits and agreements with local utilities (R&M to identify permit requirements)
- Construction Management.
- Construction period services shall be an amendment to this agreement.

RIGHT OF WAY ASSUMPTIONS

1. BRI estimated budget assumes timely assignment by COUNTY of all appraisals, acquisition parcels and relocation cases. Deferring or “piece meal” assignments adds to level of effort and costs.
2. COUNTY to provide written appraisal approval. COUNTY to sign Offers of Just Compensation. COUNTY letterhead to be used for offers and significant correspondence, including Notices of Decision to Appraise and acquisition and relocation notices. Initiation of acquisition work assumes that COUNTY has secured any required environmental certification as well as any federal or state approvals to begin right of way services.
3. All services to be provided pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable state and federal laws, related guidelines and regulations.
4. Unless noted otherwise, pre-acquisition activities for soliciting Permits to Enter for soils/testing/contract work, Rights of Entry, Agreements for Possession and Use are not included. COUNTY to provide Permits to Enter.
5. Except for appraisals which are typically charged lump sum, this is a “time charged” contract in accordance with the BRI Fee Schedule. Material changes to the contracted Scope of Work after services begin will add to the original budget/contract amount. Material changes, for which BRI is not responsible, include, but are not limited to, addition of new parcels, schedule changes, new and revisited legislation, regulations, statues or ordinances by any public entity or legislature, extended negotiations, multiple vestings, title complications, pre-acquisition efforts, relocation complications, hard to house households, unrecorded claims, extended site searches, eminent domain actions, design changes, revised or updated appraisals. BRI cannot guarantee acquisition of property rights requested or displacements completed for a fixed budget amount. Unless otherwise agreed, preparation for or attendance at depositions, relocation appeals, expert witness testimony or court appearances are not included in the budget.
6. Escrow costs and title reports shall be paid by COUNTY. Escrow instructions to be prepared by Title Company with BRI coordination. COUNTY to determine acceptable condition of title and what, if any, title exceptions to take “subject to”. BRI to assist and consult as requested.

EXHIBIT B
COMPENSATION

EXHIBIT B
Route 99/Kiernan Avenue Interchange Final Design
Compensation

The compensation for the final design and right of way scope of services is anticipated to not exceed **\$5,449,163** for the total contract as detailed on the attached spreadsheet.

CONSULTANT will invoice COUNTY every four weeks for services performed during the previous four-week period. Each invoice shall describe the topics and tasks completed during the invoice period in accordance with the rate schedule set forth below. The invoice shall list the hours expended, with hourly charge rates. The invoice shall also show the total to be paid for the invoice period. Rate schedules for CONSULTANT are as follows:

Hourly Rates*

<u>Professional Classifications</u>	<u>Per Hour</u>
Principal Manager	\$295.00
DPM/QA	\$275.00
Design Manager	\$190.00
Senior Project Engineer	\$130.00
Project Engineer	\$120.00
Assistant Engineer	\$ 95.00
Admin	\$ 90.00

*Billing rates include direct salary, overhead, fringe benefits and allowance for profit on labor.

Services and Expenses

Mileage	\$.50/mile
Fax	\$ 1.00/sheet
Copies	\$.10/sheet
CADD	\$ 11.00/hour
In-house Plots	\$ 5.00/sheet
In-House Color Plots	\$ 10.00 per linear foot

Subconsultants

All costs from Subconsultants shall be included in each invoice. Subconsultant invoices shall be marked up by 2% to reflect administrative and carrying expenses for Subconsultant management.

Rajappan & Meyer Consulting Engineers, Inc.

Final Design and Right of Way
Route 99-Kiernan

PROJECT EFFORT AND BUDGET BY TASK
KIERNAN AVENUE/ROUTE 99 INTERCHANGE - PS&E PHASE

Person	Task 1 Project Management	Task 2 35% Engineering	Task 3 Right of Way	Task 4 65% PS&E	Task 5 95% PS&E	Task 6 100% PS&E	Task 7 Bid Documents and Bid Support	TOTAL	
Principal Manager	360	148	30	152	163	92	46	991	
DPM/QA	160	40	8	64	88	52	16	428	
Design Manager	180	868	90	896	1,116	684	260	4,094	
Senior Project Engineer	0	560	0	1,008	988	708	120	3,384	
Project Engineer	0	1,088	60	2,480	980	488	460	5,556	
Assistant Engineer	100	1,248	140	3,020	2,440	2,060	460	9,468	
Admin	260	66	0	284	268	168	48	1,094	
TOTAL HOURS	1,060	4,018	328	7,904	6,043	4,252	1,410	25,015	
<i>Estimated Budget</i>									
Title	Billing Rate	Task 1 Project Management	Task 2 35% Engineering	Task 3 Right of Way	Task 4 65% PS&E	Task 5 95% PS&E	Task 6 100% PS&E	Task 7 Bid Documents and Bid Support	TOTAL
Principal Manager	\$295.00	\$106,200	\$43,660	\$8,850	\$44,840	\$48,085	\$27,140	\$13,570	\$292,345
DPM/QA	\$275.00	\$44,000	\$11,000	\$2,200	\$17,600	\$24,200	\$14,300	\$4,400	\$117,700
Design Manager	\$190.00	\$34,200	\$184,920	\$17,100	\$170,240	\$212,040	\$129,960	\$49,400	\$777,860
Senior Project Engineer	\$130.00	\$0	\$72,800	\$0	\$131,040	\$128,440	\$92,040	\$15,600	\$439,920
Project Engineer	\$120.00	\$0	\$130,560	\$7,200	\$297,600	\$117,600	\$58,560	\$55,200	\$666,720
Assistant Engineer	\$95.00	\$9,500	\$118,560	\$13,300	\$286,900	\$231,800	\$195,700	\$43,700	\$899,460
Admin	\$90.00	\$23,400	\$5,940	\$3,600	\$25,560	\$24,120	\$15,120	\$4,320	\$102,060
Subtotal Labor + Overhead + Profit		\$217,300	\$547,440	\$48,650	\$973,780	\$786,285	\$532,820	\$186,190	\$3,292,465
Subconsultants									
Survey/ROW -NOLTE		\$0	\$305,746	\$215,334	\$0	\$0	\$0	\$13,580	\$534,660
Design - NOLTE		\$0	\$64,000	\$0	\$133,000	\$248,000	\$80,000	\$19,000	\$544,000
Geotechnical - GeoCon		\$0	\$132,000	\$0	\$0	\$0	\$0	\$0	\$132,000
Utilities - AEC		\$0	\$40,000	\$40,000	\$115,000	\$44,000	\$20,000	\$10,000	\$269,000
Electrical - F&P		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape - DCA		\$0	\$0	\$0	\$27,000	\$34,000	\$25,000	\$0	\$86,000
RW/Appraisals BRI		\$0	\$0	\$247,500	\$0	\$0	\$0	\$0	\$247,500
Haz Mat - Geocon		\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Subtotal Subconsultants		\$0	\$581,746	\$502,834	\$275,000	\$326,000	\$125,000	\$42,580	\$1,853,160
<i>Administrative Fee (2.0%)</i>		\$0	\$11,635	\$10,057	\$5,500	\$6,520	\$2,500	\$8,516	\$44,728
Other Direct Costs									
Materials	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Local Travel	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$2,100
Printing/Copying	\$2,300	\$3,700	\$0	\$4,750	\$7,850	\$7,750	\$10,000	\$10,000	\$36,350
Mail/FAX	\$300	\$20	\$0	\$50	\$100	\$50	\$240	\$240	\$760
Potholing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
CADD Computer	\$3,600	\$38,300	\$2,900	\$67,920	\$46,760	\$34,240	\$10,880	\$10,880	\$204,600
Subtotal ODC's	\$23,200	\$92,020	\$2,900	\$72,720	\$54,710	\$42,040	\$21,220	\$21,220	\$308,810
TOTAL DESIGN		\$240,500	\$1,232,841	\$564,441	\$1,327,000	\$1,173,515	\$702,360	\$258,506	\$5,499,163

Rajappan & Meyer Consulting Engineers, Inc.

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Final Design and Right of Way
Route 99-Kierman

DESIGN BUDGET

17-Aug-10

Task 1 - Project Management (assumes 13 months)

Estimated Level of Effort	Task 1 1 Project Management	Task 1 2 Meetings/ Coordination	Task 1 3/1 4 Schedu e/ u a ity	Task 1 5/1 6 Cost/ In oicing	Task 1 7 Fi es Project Contro	Task 1 8 Design Integration	Task 1 9 Bu sa	TOTAL
Title								
Principal Manager	140	120	40	20	0	40	0	360
DPM/QA	0	20	80	0	20	40	0	160
Design Manager	100	0	0	0	0	80	0	180
Senior Project Engineer	0	0	0	0	0	0	0	0
Project Engineer	0	0	0	0	0	0	0	0
Assistant Engineer	0	0	0	0	20	80	0	100
Admin	80	80	0	60	40	0	0	260
TOTAL HOURS	320	220	120	80	80	240	0	1,060

Estimated Budget	Billing Rate	Task 1 1 Project Management	Task 1 2 Meetings	Task 1 3/1 4 Schedu e/ u a ity Contro	Task 1 5/1 6 Cost/ In oicing	Task 1 7 Document Contro	Task 1 8 Design Integration	Task 1 9 Bu sa	TOTAL
Title									
Principal Manager	\$295.00	\$41,300	\$35,400	\$11,800	\$5,900	\$0	\$11,800	\$0	\$106,200
DPM/QA	\$275.00	\$0	\$5,500	\$22,000	\$0	\$5,500	\$11,000	\$0	\$44,000
Design Manager	\$190.00	\$19,000	\$0	\$0	\$0	\$0	\$15,200	\$0	\$34,200
Senior Project Engineer	\$130.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Engineer	\$120.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assistant Engineer	\$95.00	\$0	\$0	\$0	\$0	\$1,900	\$7,600	\$0	\$9,500
Admin	\$90.00	\$7,200	\$7,200	\$0	\$5,400	\$3,600	\$0	\$0	\$23,400
Subtotal Labor + Overhead + Profit		\$67,500	\$48,100	\$33,800	\$11,300	\$11,000	\$45,600	\$0	\$217,300

Subconsultants	Survey/ROW -NOLTE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Design - NOLTE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Geotechnical - GeoCon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Utilities - AEC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Electrical - F&P	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape - DCA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	RW/Appraisals BRI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Haz Mat - Geocon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal Subconsultants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Administrative Fee (2.0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Other Direct Costs	Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
	Local Travel	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$2,000
	Printing/Copying	\$160	\$1,220	\$20	\$300	\$100	\$500	\$0	\$2,300
	Mail/FAX	\$50	\$50	\$0	\$200	\$0	\$0	\$0	\$300
	Potholing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CADD Computer	\$800	\$800	\$0	\$600	\$600	\$800	\$0	\$3,600
	Subtotal ODC's	\$1,010	\$4,070	\$20	\$1,100	\$700	\$1,300	\$15,000	\$23,200

TOTAL DESIGN		\$68,510	\$52,170	\$33,820	\$12,400	\$11,700	\$46,900	\$15,000	\$240,500
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Rejappan & Meyer Consulting Engineers, Inc.

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Final Design and Right of Way
Route 99-Kiernan

DESIGN BUDGET

17-Aug-10

Task 2 - Engineering Studies

Estimated Level of Effort

Title	Task 2.2 Supplemental Surveys	Task 2.3 Highway Plan Sheets	Task 2.4 Bridge Type Section	Task 2.5a Design Report Drainage	Task 2.5 Design Report Foundations	Task 2.5c Materials/ GDR	Task 2.5d TMP	Task 2.5e SWDR	Task 2.5f Utility Plan	Task 2.5g/h ADL other	Task 2.5i/j Cost /Schedule	Task 2.6 LCCA Report 35%	TOTAL
Principal Manager	0	40	20	8	0	0	16	8	0	0	16	40	148
DPM/QA	8	8	8	8	0	0	0	0	0	0	0	8	40
Design Manager	0	160	160	40	10	10	80	80	80	8	80	160	868
Senior Project Engineer	0	160	0	80	0	0	80	80	80	0	80	0	560
Project Engineer	8	320	320	80	10	10	20	0	0	0	0	320	1,088
Assistant Engineer	8	320	160	160	0	0	80	120	120	0	120	160	1,248
Admin	4	0	0	20	0	2	0	0	0	0	0	40	66
TOTAL HOURS	28	1,008	668	396	20	22	276	288	280	8	296	728	4,018
TOTAL SUBCONSULTANT HOURS	3,597	0	694	0	471	1,082	0	0	471	471	59	0	6,844
TOTAL CONSULTANT HOURS	3,625	1,008	1,362	396	491	1,104	276	288	751	479	355	728	10,862

Estimated Budget

Title	Billing Rate	Task 2.2 Supplemental Surveys	Task 2.3 Highway Plan Sheets	Task 2.4 Bridge Type Section	Task 2.5a Design Report Drainage	Task 2.5 Design Report Foundations	Task 2.5c Materials/ GDR	Task 2.5d TMP	Task 2.5e SWDR	Task 2.5f Utility Plan	Task 2.5g/h ADL other	Task 2.5i/j Cost /Schedule	Task 2.6 LCCA Report 35%	TOTAL
Principal Manager	\$295.00	\$0	\$11,800	\$5,900	\$2,360	\$0	\$0	\$4,720	\$2,360	\$0	\$0	\$4,720	\$11,800	\$43,660
DPM/QA	\$275.00	\$2,200	\$2,200	\$2,200	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200	\$11,000
Design Manager	\$190.00	\$0	\$30,400	\$30,400	\$7,600	\$1,900	\$1,900	\$15,200	\$15,200	\$15,200	\$1,520	\$15,200	\$30,400	\$164,920
Senior Project Engineer	\$130.00	\$0	\$20,800	\$0	\$10,400	\$0	\$0	\$10,400	\$10,400	\$10,400	\$0	\$10,400	\$0	\$72,800
Project Engineer	\$120.00	\$960	\$38,400	\$38,400	\$9,600	\$1,200	\$1,200	\$2,400	\$0	\$0	\$0	\$0	\$38,400	\$130,560
Assistant Engineer	\$95.00	\$760	\$30,400	\$15,200	\$15,200	\$0	\$0	\$7,600	\$11,400	\$11,400	\$0	\$11,400	\$15,200	\$118,580
Admin	\$90.00	\$360	\$0	\$0	\$1,800	\$0	\$180	\$0	\$0	\$0	\$0	\$0	\$3,600	\$5,940
Subtotal Labor + Overhead + Profit		\$4,280	\$134,000	\$92,100	\$49,160	\$3,100	\$3,280	\$40,320	\$39,360	\$37,000	\$1,520	\$41,720	\$101,600	\$547,440

Subconsultants

Survey/ROW -NOLTE	\$305,746	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$305,746
Design - NOLTE	\$0	\$0	\$59,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$64,000
Geotechnical - GeoCon	\$0	\$0	\$0	\$0	\$0	\$40,000	\$92,000	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000
Utilities - AEC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$40,000
Electrical - F&P	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape - DCA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW/Appraisals BRI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Haz Mat - Geocon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$40,000
Subtotal Subconsultants	\$305,746	\$0	\$59,000	\$0	\$40,000	\$92,000	\$0	\$0	\$40,000	\$40,000	\$5,000	\$0	\$0	\$581,746
Administrative Fee (2.0%)	\$6,115	\$0	\$1,180	\$0	\$800	\$1,840	\$0	\$0	\$800	\$800	\$100	\$0	\$0	\$11,635

Other Direct Costs

Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing/Copying	\$0	\$400	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,700
Mail/FAX	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
Polishing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
CADD Computer	\$200	\$9,600	\$6,400	\$3,800	\$200	\$220	\$2,600	\$2,800	\$2,800	\$80	\$2,800	\$6,800	\$38,300	
Subtotal ODC's	\$220	\$10,000	\$6,500	\$3,900	\$300	\$220	\$2,600	\$2,800	\$52,800	\$80	\$2,800	\$9,800	\$92,020	

TOTAL DESIGN

TOTAL DESIGN	\$316,361	\$144,000	\$158,780	\$53,060	\$44,200	\$97,340	\$42,920	\$42,160	\$130,600	\$42,400	\$49,620	\$111,400	\$1,232,841
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Rajappan & Meyer Consulting Engineers, Inc.

Final Design and Right of Way
Route 99-Kiernan

DESIGN BUDGET

17-Aug-10

Task 3 - Right of Way Engineering and Acquisition

Estimated Level of Effort

Title	Task 3 1 Right of Way Engr	Task 3 2a Right of Way Appraisals	Task 3 2 Right of Way Acquisition	Task 3 2c/d Re location Assistance	Task 3 2e RW Sufficiency/Cert	Task 3 3 Utility Re locations	TOTAL
Principal Manager	10	4	4	4	4	4	30
DPM/QA	0	0	0	0	4	4	8
Design Manager	40	20	0	0	20	10	90
Senior Project Engineer	0	0	0	0	0	0	0
Project Engineer	40	0	0	0	0	20	60
Assistant Engineer	40	20	20	20	20	20	140
Admin	0	0	0	0	0	0	0
TOTAL HOURS	130	44	24	24	48	58	328
<i>OTAL SUBCONSULTANT HOURS</i>	<i>2,533</i>	<i>800</i>	<i>821</i>	<i>1,156</i>	<i>136</i>	<i>471</i>	<i>5,916</i>
TOTAL CONSULTANT HOURS	2,663	844	845	1,180	184	529	6,244

Estimated Budget

Title	Billing Rate	Task 3 1 Right of Way Engr	Task 3 2a Right of Way Appraisals	Task 3 2 Right of Way Acquisition	Task 3 2c/d Re location Assistance	Task 3 2e RW Sufficiency/Cert	Task 3 3 Utility Re locations	TOTAL
Principal Manager	\$295.00	\$2,950	\$1,180	\$1,180	\$1,180	\$1,180	\$1,180	\$8,850
DPM/QA	\$275.00	\$0	\$0	\$0	\$0	\$1,100	\$1,100	\$2,200
Design Manager	\$190.00	\$7,600	\$3,800	\$0	\$0	\$3,800	\$1,900	\$17,100
Senior Project Engineer	\$130.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Engineer	\$120.00	\$4,800	\$0	\$0	\$0	\$0	\$2,400	\$7,200
Assistant Engineer	\$95.00	\$3,800	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$13,300
Admin	\$90.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Labor + Overhead + Profit		\$19,150	\$6,880	\$3,080	\$3,080	\$7,980	\$8,480	\$48,650

Subconsultants

Survey/ROW -NOLTE	\$215,334	\$0	\$0	\$0	\$0	\$0	\$0	\$215,334
Design - NOLTE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Geotechnical - GeoCon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities - AEC	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000
Electrical - F&P	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape - DCA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RW/Appraisals BFI	\$0	\$67,990	\$69,750	\$98,240	\$11,520	\$0	\$0	\$247,500
Haz Mat - Geocon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Subconsultants	\$215,334	\$67,990	\$69,750	\$98,240	\$11,520	\$40,000	\$502,834	
<i>Administrative Fee (2.0%)</i>	<i>\$4,307</i>	<i>\$1,360</i>	<i>\$1,395</i>	<i>\$1,965</i>	<i>\$230</i>	<i>\$800</i>	<i>\$10,057</i>	

Other Direct Costs

Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing/Copying	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mail/FAX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Potholing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CADD Computer	\$1,200	\$400	\$200	\$200	\$400	\$500	\$2,900	
Subtotal ODC's	\$1,200	\$400	\$200	\$200	\$400	\$500	\$2,900	

TOTAL DESIGN

\$239,991	\$76,630	\$74,425	\$103,485	\$20,130	\$49,780	\$564,441
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Rajappan & Meyer Consulting Engineers, Inc.

Final Design and Right of Way

Route 99-Kiernan

DESIGN BUDGET

17-Aug-10

Task 4 - 65% Plans

Estimated Level of Effort		Task 4 1 Design Plans				Task 4 2	Task 4 3	Task 4 4	Task 4 5	A C	65%	TOTAL
Title		Civil	Drainage	Bridge	E	Specs and SSPs	Estimates	Construction	Com ine	Meeting	Su mitta	
		314	65	56	40			Schedu e	PS&E			
Principal Manager		80	16	10	0	10	2	8	10	8	8	152
CE/QA		20	0	0	8	0	0	0	8	8	20	64
Design Manager		240	80	240	8	160	40	0	40	8	80	896
Senior Project Engineer		400	80	200	8	0	80	0	80	0	160	1,008
Project Engineer		2,000	180	240	0	0	0	0	0	20	40	2,480
Assistant Engineer		2,000	180	320	0	120	160	0	80	0	160	3,020
Admin		120	24	12	0	80	0	0	0	8	40	284
TOTAL HOURS		4,860	560	1,022	24	370	282	8	218	52	508	7,904
Estimated Budget		Task 4 1 Design Plans				Task 4 2	Task 4 3	Task 4 4	Task 4 5	A C	65%	TOTAL
Title	Billing Rate	Civil	Drainage	Bridge	E	Specs and SSPs	Estimates	Construction	Com ine	Meeting	Su mitta	
		314	65	56	40			Schedu e	PS&E			
Principal Manager	\$295.00	\$23,600	\$4,720	\$2,950	\$0	\$2,950	\$590	\$2,360	\$2,950	\$2,360	\$2,360	\$44,840
DPM/QA	\$275.00	\$5,500	\$0	\$0	\$2,200	\$0	\$0	\$0	\$2,200	\$2,200	\$5,500	\$17,600
Design Manager	\$190.00	\$45,600	\$15,200	\$45,600	\$1,520	\$30,400	\$7,600	\$0	\$7,600	\$1,520	\$15,200	\$170,240
Senior Project Engineer	\$130.00	\$52,000	\$10,400	\$26,000	\$1,040	\$0	\$10,400	\$0	\$10,400	\$0	\$20,800	\$131,040
Project Engineer	\$120.00	\$240,000	\$21,600	\$28,800	\$0	\$0	\$0	\$0	\$0	\$2,400	\$4,800	\$297,600
Assistant Engineer	\$95.00	\$190,000	\$17,100	\$30,400	\$0	\$11,400	\$15,200	\$0	\$7,600	\$0	\$15,200	\$286,900
Admin	\$90.00	\$10,800	\$2,160	\$1,080	\$0	\$7,200	\$0	\$0	\$0	\$720	\$3,600	\$25,560
SUBTOTAL R&M LABOR		\$567,500	\$71,180	\$134,830	\$4,760	\$51,950	\$33,790	\$2,360	\$30,750	\$9,200	\$67,460	\$973,780
Subconsultants												
Survey/ROW -NOLTE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design - NOLTE		\$0	\$0	\$80,000	\$25,000	\$10,000	\$5,000	\$3,000	\$5,000	\$0	\$5,000	\$133,000
Geotechnical - GeoCon		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities - AEC	\$15,000	\$15,000	\$0	\$0	\$80,000	\$15,000	\$5,000	\$0	\$0	\$0	\$0	\$115,000
Electrical - F&P	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape - DCA	\$25,000	\$25,000	\$0	\$0	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$27,000
RW/Appraisals BRI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Haz Mat - Geocon	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Subconsultants		\$40,000	\$0	\$80,000	\$105,000	\$27,000	\$10,000	\$3,000	\$5,000	\$0	\$5,000	\$275,000
Administrative Fee (2.0%)		\$800	\$0	\$1,600	\$2,100	\$540	\$200	\$60	\$100	\$0	\$100	\$5,500
Other Direct Costs												
Materials		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Travel		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing/Copying	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$50	\$2,000	\$200	\$2,000	\$4,750
Mail/FAX	\$0	\$0	\$0	\$0	\$0	\$50	\$0	\$0	\$0	\$0	\$0	\$50
Potholing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CADD Computer	\$45,200	\$45,200	\$4,640	\$7,720	\$80	\$2,000	\$2,400	\$0	\$1,600	\$280	\$4,000	\$67,920
Subtotal ODC's		\$45,300	\$4,740	\$7,820	\$180	\$2,150	\$2,400	\$50	\$3,600	\$480	\$6,000	\$72,720
TOTAL DESIGN		\$653,600	\$75,920	\$224,250	\$112,040	\$81,640	\$46,390	\$5,470	\$39,450	\$9,680	\$78,560	\$1,327,000

Rajappan & Meyer Consulting Engineers, Inc.

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Final Design and Right of Way
Route 99-Kierman

DESIGN BUDGET

17-Aug-10

Task 5 - 95% Plans

Estimated Level of Effort

Title	Task 5 1 Design Plans				Task 5 2	Task 5 3	Task 5 4	Task 5 5	Task 5 6	Task 5 7 95% PS&E				TOTAL
	City	Drainage	Bridge	E	Independent Check	Specs and SSPs	Permits	Estimates	Construction Schedule	Com ine PS&E	A C Meeting	95% Su mitta		
Principal Manager	80	5	10	0	10	10	2	2	8	20	8	8	163	
CE/QA	8	8	8	4	8	8	0	0	8	8	8	20	88	
Design Manager	350	80	250	8	80	80	80	80	0	20	8	80	1,116	
Senior Project Engineer	400	80	200	8	0	0	80	80	0	20	0	120	988	
Project Engineer	800	120	0	0	0	0	0	0	0	0	20	40	980	
Assistant Engineer	1,500	120	200	0	80	80	160	160	0	20	0	120	2,440	
Admin	60	0	0	0	80	80	0	0	0	0	8	40	268	
TOTAL HOURS	3,198	413	668	20	258	258	322	322	16	88	52	428	6,043	

Estimated Budget

Title	Billing Rate	Task 5 1 Design Plans				Task 5 2	Task 5 3	Task 5 4	Task 5 5	Task 5 6	Task 5 7 95% PS&E				TOTAL
		City	Drainage	Bridge	E	Independent Check	Specs and SSPs	Permits	Estimates	Construction Schedule	Com ine PS&E	A C Meeting	95% Su mitta		
Principal Manager	\$295.00	\$23,600	\$1,475	\$2,950	\$0	\$2,950	\$2,950	\$590	\$590	\$2,360	\$5,900	\$2,360	\$2,360	\$48,085	
DPM/QA	\$275.00	\$2,200	\$2,200	\$2,200	\$1,100	\$2,200	\$2,200	\$0	\$0	\$2,200	\$2,200	\$2,200	\$5,500	\$24,200	
Design Manager	\$190.00	\$66,500	\$15,200	\$47,500	\$1,520	\$15,200	\$15,200	\$15,200	\$15,200	\$0	\$3,800	\$1,520	\$15,200	\$212,040	
Senior Project Engineer	\$130.00	\$52,000	\$10,400	\$26,000	\$1,040	\$0	\$0	\$10,400	\$10,400	\$0	\$2,600	\$0	\$15,600	\$128,440	
Project Engineer	\$120.00	\$96,000	\$14,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400	\$4,800	\$117,600	
Assistant Engineer	\$95.00	\$142,500	\$11,400	\$19,000	\$0	\$7,600	\$7,600	\$15,200	\$15,200	\$0	\$1,900	\$0	\$11,400	\$231,800	
Admin	\$90.00	\$5,400	\$0	\$0	\$0	\$7,200	\$7,200	\$0	\$0	\$0	\$0	\$720	\$3,600	\$24,120	
Subtotal Labor + Overhead + Profit		\$388,200	\$55,075	\$97,650	\$3,660	\$35,150	\$35,150	\$41,390	\$41,390	\$4,560	\$16,400	\$9,200	\$58,460	\$786,285	
Subconsultants															
Survey/ROW -NOLTE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Design - NOLTE		\$0	\$0	\$80,000	\$20,000	\$120,000	\$10,000	\$0	\$5,000	\$5,000	\$5,000	\$2,000	\$1,000	\$248,000	
Geotechnical - GeoCon		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Utilities - AEC		\$0	\$0	\$0	\$40,000	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$44,000	
Electrical - F&P		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Landscape - DCA		\$30,000	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$34,000	
RW/Appraisals BRI		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Haz Mat - Geocon		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Subconsultants		\$30,000	\$0	\$80,000	\$60,000	\$120,000	\$18,000	\$0	\$5,000	\$5,000	\$5,000	\$2,000	\$1,000	\$326,000	
Administrative Fee (2.0%)		\$600	\$0	\$1,600	\$1,200	\$2,400	\$360	\$0	\$100	\$100	\$100	\$40	\$20	\$6,520	
Other Direct Costs															
Materials		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Local Travel		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Printing/Copying		\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$50	\$2,000	\$200	\$5,000	\$7,850	
Mail/FAX		\$0	\$0	\$0	\$0	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$100	
Potholing		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CADD Computer		\$27,600	\$3,200	\$4,000	\$80	\$1,600	\$1,600	\$2,400	\$2,400	\$0	\$400	\$280	\$3,200	\$46,760	
Subtotal ODC's		\$27,700	\$3,300	\$4,100	\$180	\$1,750	\$1,750	\$2,400	\$2,400	\$0	\$2,400	\$480	\$8,200	\$54,710	
TOTAL DESIGN		\$446,500	\$58,375	\$183,350	\$65,040	\$159,300	\$55,260	\$43,790	\$48,890	\$9,710	\$23,900	\$11,720	\$67,680	\$1,173,515	

Rajappan & Meyer Consulting Engineers, Inc.

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Final Design and Right of Way
Route 99-Kieman

DESIGN BUDGET

17-Aug-10

Task 6 - 100% Plans

Estimated Level of Effort		Task 6 1 Design Plans						Task 6 2	Task 6 3			Task 6 4	TOTAL	
Title		Cl i	Drainage	Bridge	E	Specs and	Estimates	Permits	Bid	A C	100%	RE		
		314	65	56	40	SSPs			Documents	Meeting	Su	mitta	Fi e	
Principal Manager		40	8	4	0	10	2	8	0	8	8	4	4	92
DPM/QA		8	0	0	8	0	0	8	0	8	20	0	0	52
Design Manager		240	80	120	8	80	40	0	20	8	80	8	8	684
Senior Project Engineer		300	80	180	8	0	40	0	20	0	80	0	0	708
Project Engineer		300	120	0	0	0	0	0	0	8	40	20	0	488
Assistant Engineer		1,500	120	180	0	60	20	0	80	0	100	0	0	2,060
Admin		40	8	4	0	40	0	20	0	8	40	8	8	168
TOTAL HOURS		2,428	416	488	24	190	102	36	120	40	368	40	40	4,252
Estimated Budget		Task 6 1 Design Plans						Task 6 2	Task 6 3			Task 6 4	TOTAL	
Title	Billing Rate	Cl i	Drainage	Bridge	E	Specs and	Estimates	Permits	Bid	A C	100%	RE		
		314	65	56	40	SSPs			Documents	Meeting	Su	mitta	Fi e	
Principal Manager	\$295.00	\$11,800	\$2,360	\$1,180	\$0	\$2,950	\$590	\$2,360	\$0	\$2,360	\$2,360	\$1,180	\$1,180	\$27,140
DPM/QA	\$275.00	\$2,200	\$0	\$0	\$2,200	\$0	\$0	\$2,200	\$0	\$2,200	\$5,500	\$0	\$0	\$14,300
Design Manager	\$190.00	\$45,600	\$15,200	\$22,800	\$1,520	\$15,200	\$7,600	\$0	\$3,800	\$1,520	\$15,200	\$1,520	\$1,520	\$129,960
Senior Project Engineer	\$130.00	\$39,000	\$10,400	\$23,400	\$1,040	\$0	\$5,200	\$0	\$2,600	\$0	\$10,400	\$0	\$0	\$92,040
Project Engineer	\$120.00	\$36,000	\$14,400	\$0	\$0	\$0	\$0	\$0	\$0	\$960	\$4,800	\$2,400	\$0	\$58,560
Assistant Engineer	\$95.00	\$142,500	\$11,400	\$17,100	\$0	\$5,700	\$1,900	\$0	\$7,600	\$0	\$9,500	\$0	\$0	\$195,700
Admin	\$90.00	\$3,600	\$720	\$360	\$0	\$3,600	\$0	\$1,800	\$0	\$720	\$3,600	\$720	\$720	\$15,120
Subtotal Labor + Overhead + Profit		\$280,700	\$54,480	\$64,840	\$4,760	\$27,450	\$15,290	\$6,360	\$14,000	\$7,760	\$51,360	\$5,820	\$5,820	\$532,820
Subconsultants														
Survey/ROW -NOLTE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design - NOLTE		\$0	\$0	\$50,000	\$10,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$80,000
Geotechnical - GeoCon		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities - AEC		\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Electrical - F&P		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape - DCA		\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
RW/Appraisals BRI		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Haz Mat - Geocon		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Subconsultants		\$25,000	\$0	\$50,000	\$30,000	\$5,000	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$0	\$125,000
Administrative Fee (2.0%)		\$500	\$0	\$1,000	\$600	\$100	\$100	\$0	\$100	\$0	\$100	\$0	\$0	\$2,500
Other Direct Costs														
Materials		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Travel		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Printing/Copying		\$100	\$100	\$100	\$100	\$100	\$100	\$50	\$500	\$200	\$6,000	\$500	\$500	\$7,750
Mail/FAX		\$0	\$0	\$0	\$0	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50
Potholing		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CADD Computer		\$21,400	\$3,280	\$3,640	\$80	\$1,150	\$600	\$200	\$1,000	\$160	\$2,600	\$280	\$280	\$34,240
Subtotal ODC's		\$21,500	\$3,380	\$3,740	\$180	\$1,150	\$600	\$250	\$1,500	\$360	\$8,600	\$780	\$780	\$42,040
TOTAL DESIGN		\$327,700	\$57,860	\$119,580	\$35,540	\$33,700	\$20,990	\$6,610	\$20,600	\$8,120	\$65,060	\$6,600	\$6,600	\$702,360

Rajappan & Meyer Consulting Engineers, Inc.

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Final Design and Right of Way
Route 99-Kieman

DESIGN BUDGET

17-Aug-10

Task 7 - Bid Documents/Bid Support

Estimated Level of Effort Title	Task 7 1 - PS&E			Task 7 2	Task 7 3	Task 7 4	TOTAL
	Road ay Bridge	Specs and SSPs	Estimates	RE Fie	Sur ey Fie	Bid Support	
Principal Manager	10	8	8	8	8	4	46
DPM/QA	8	8	0	0	0	0	16
Design Manager	120	20	10	40	20	50	260
Senior Project Engineer	120	0	0	0	0	0	120
Project Engineer	200	40	0	120	40	60	460
Assistant Engineer	200	40	0	120	40	60	460
Admin	20	20	0	0	0	8	48
TOTAL HOURS	678	136	18	288	108	182	1,410

Estimated Budget Title	Billing Rate	Task 7 1 - PS&E			Task 7 2	Task 7 3	Task 7 4	TOTAL
		Road ay	Specs and SSPs	Estimates	RE Fie	Sur ey Fie	Bid Support	
Principal Manager	\$295.00	\$2,950	\$2,360	\$2,360	\$2,360	\$2,360	\$1,180	\$13,570
DPM/QA	\$275.00	\$2,200	\$2,200	\$0	\$0	\$0	\$0	\$4,400
Design Manager	\$190.00	\$22,800	\$3,800	\$1,900	\$7,600	\$3,800	\$9,500	\$49,400
Senior Project Engineer	\$130.00	\$15,600	\$0	\$0	\$0	\$0	\$0	\$15,600
Project Engineer	\$120.00	\$24,000	\$4,800	\$0	\$14,400	\$4,800	\$7,200	\$55,200
Assistant Engineer	\$95.00	\$19,000	\$3,800	\$0	\$11,400	\$3,800	\$5,700	\$43,700
Admin	\$90.00	\$1,800	\$1,800	\$0	\$0	\$0	\$720	\$4,320
Subtotal Labor + Overhead + Profit		\$88,350	\$18,760	\$4,260	\$35,760	\$14,760	\$24,300	\$186,190

Subconsultants	Survey/ROW -NOLTE	\$0	\$0	\$0	\$0	\$13,580	\$0	\$13,580
	Design - NOLTE	\$10,000	\$2,000	\$2,000	\$0	\$0	\$5,000	\$19,000
	Geotechnical - GeoCon	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Utilities - AEC	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
	Electrical - F&P	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape - DCA	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	RW/Appraisals BRI	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Haz Mat - Geocon	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal Subconsultants	\$20,000	\$2,000	\$2,000	\$0	\$13,580	\$5,000	\$42,580
	Administrative Fee (2.0%)	\$4,000	\$400	\$400	\$0	\$2,716	\$1,000	\$8,516

Other Direct Costs	Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Local Travel	\$100	\$0	\$0	\$0	\$0	\$0	\$100
	Printing/Copying	\$9,000	\$100	\$0	\$200	\$200	\$500	\$10,000
	Mail/FAX	\$200	\$20	\$20	\$0	\$0	\$0	\$240
	Potholing	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CADD Computer	\$5,400	\$1,000	\$0	\$2,400	\$800	\$1,280	\$10,880
	Subtotal ODC's	\$14,700	\$1,120	\$20	\$2,600	\$1,000	\$1,780	\$21,220

TOTAL DESIGN	\$127,050	\$22,280	\$6,680	\$38,360	\$32,056	\$32,080	\$258,506
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EXHIBIT C
PROJECT SCHEDULE

EXHIBIT C
PROJECT SCHEDULE

FINAL DESIGN SERVICES
FOR THE KIERNAN AVENUE/ROUTE 99 INTERCHANGE PROJECT

CONSULTANT'S work shall commence upon execution of this AGREEMENT and upon issuance of a Notice to Proceed by COUNTY. Estimated completion milestone dates are as follows, based on a Notice to Proceed date of September 2, 2010. Any changes to the date of the Notice to Proceed shall cause change to the completion dates accordingly. Delay in review of products by others may cause delivery dates to require adjustment. Adjustments to schedule may be made with approval by the COUNTY'S Project Manager. Milestones are provided as follows:

MS	ACTIVITY	DELIVERY DATE
1	COUNTY Executes Contract and Issue NTP	9/2/2010
2	Submit 35% + TS to Caltrans	12/16/2010
3	Submit Right of Way Descriptions to COUNTY	11/25/2010
4	Review comments by Caltrans	1/13/2011
5	Submit 65% PS&E to Caltrans	4/7/2011
6	Review comments by Caltrans	5/5/2011
7	Submit 95% PS&E to CT District / DOS	7/28/2011
8	Review comments by Caltrans	8/25/2011
9	Submit 100% PS&E to DOE	10/6/2011
10	Review comments by Caltrans	11/3/2011
11	Submit Combined 100% PS&E	12/1/2011
12	CT Approve Plans	12/29/2011
13	Right of Way Certification (by Caltrans)	1/13/2012
14	RTL (based on RW Cert received)	1/17/2012

Review dates by others are estimates only and are not in control of the CONSULTANT. Actual times may vary.

Pre iminary PS&E Schedu e

Acti ty	Su mitta s	Duration	Com pletion Date
Notice to Proceed			9/2/10
Initia Studies			
Mapping and Surveying	Updated topographic mapping and survey details	6wks	10/14/10
Geometric Updates	Design layouts and sections	6wks	11/25/10
Foundation Investigations	foundation boring logs	4wks	11/25/10
Bridge Type Selection Report	GP + Draft Foundation Plan (Hard Copy + DGN); Type Section Report and Prelim Foundation Report (Hard Copy)	4wks	12/23/10
Bridge Type Selection Reviews	Caltrans DES	4wks	1/20/11
Bridge Type Selection Meeting (BTSM)	Caltrans Division of Structures		1/27/11
30% PS&E	Plans; Drainage Report; SWDR (Hard Copies)	4wks	12/16/10
Review of 30% PS&E	District Design Oversight and Functional Review	4 wks	1/13/11
Right of Way P&D and Exhibits	Appraisal Maps by Nolte		11/25/10
Appraisals	Appraisals by ARWS		1/6/11
Right of Way Acquisition	by ARWS		1/6/12
65% PS&E	Plans (Hard Copies); SSPs (Hard Copies); Estimates (Hard Copies)	3 mon	4/7/11
Review of 65% PS&E	Design Oversight and Functional Review	4 wks	5/5/11
Bridge 65% Unchecked Details	Plans (Hard Copies+DGN); Roadway Plans (Hard Copies); Final Foundation Report		4/7/11
Bridge 65% Unchecked Details Reviews	Caltrans Division of Structures	4wks	5/5/11
90% PS&E	Plans (Hard Copies+DGN), SSPs(WORD), BEEs(PDF+EXCEL), Storm Water Data Report (SWDR) and Preliminary Drainage Report (PDR) - Hard Copies	3 mon	7/28/11
Review of 90% PS&E	CT Design Oversight	4wks	8/25/11
Bridge Initial PS&E	Bridge Plans (Hard Copies+DGN); Roadway Plans (Hard Copies); SSPs (Hard Copies+Word); Memo to Spec Eng/Est. (Hard Copies); Roadway SSPs (Word); Design Calcs & Independent Calcs (Hard Copies); Quant. Calcs (Hard Copies); Estimates (Hard Copies);WorkingDay Schedule (Hard Copies); Final Foundation Report (Hard Copies); QC Statement (Hard Copies)		7/28/11
Bridge Initial PS&E Reviews	Caltrans Division of Structures	6 wks	9/8/11
Bridge Intermediate PS&E	Bridge Plans (Hard Copies+DGN); Roadway Plans (Hard Copies); SSPs (Hard Copies+Word); Memo to Spec Eng/Est. (Hard Copies); Roadway SSPs (Word); Design Calcs & Independent Calcs (Hard Copies); Quant. Calcs (Hard Copies); Estimates (Hard Copies);WorkingDay Schedule (Hard Copies); Final Foundation Report (Hard Copies); QC Statement (Hard Copies)	4 wks	10/6/11
Bridge Initial PS&E Reviews	Caltrans Division of Structures	4 wks	11/3/11
100% Functiona Units	Plans (Hard Copies+DGN), SSPs(WORD), BEEs(PDF+EXCEL), Storm Water Data Report (SWDR) and Preliminary Drainage Report (PDR) - Hard Copies	2mon	9/22/11
Review of Functional Units Submittal	Review by Functional Units	2 weeks	10/6/11
District OE	Plan Red Lines; SSP Red Lines; BEE Red Lines; TMP; SWDR, and PDR (Hard Copies)	2wks	10/6/11
Review of OE Submittal	OE Reviews	4wks	11/3/11
Bridge Fina PS&E	Plans (11x17 Hard Copies+Full Size Hard Copies+DGN); Roadway Plans (Hard Copies); Roadway SSPs (Word); RE File (Hard Copies);	4 wks	10/6/11
Bridge Final PS&E Approval	Caltrans Division of Structures	4 wks	11/3/11
100% PS&E Su mitta	Plans - Input for District OE's RedLines; SSPs - Input to OE's Redlines; BEEs - Redlines, TMP, SWDR and DR		12/1/11
Review of 100% PS&E	PS&E Approval	4wks	12/29/11
PS&E checklist	District OE		12/1/11
BEEs Certification	District OE and Director		12/22/11
CPM Schedule Certification	District OE		12/22/11
RE File	District Design Oversight		12/29/11
Survey File	District Surveyor		12/29/11
Utility Checklist	District OE		12/1/11
Right of Way Certification	District OE (pending RW acquisition by CT)		1/13/12
Environmental Measures Implementation Cert.	District Environmental Lead		1/13/12
RTL	District OE		1/17/12
CTC Approval	Required for funding	2 mon	3/13/12
Ad ertise By	County		3/20/12

**Kiernan A e SR 219/SR 99 Interchange
Preliminary Implementation Schedule**

ID	Task Name	Time	Start	Finish	2009				2010				2011				2012				2013				2014				2015																		
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
1																																															
2	PA/ED	541 days	1/1/09	1/27/11																																											
3	Draft IS/ND/EA Tech Studies	20 mons	1/1/09	7/14/10																																											
4	Draft IS/ND for QC Review	4 days	7/15/10	7/20/10																																											
5	CT QC Review	4 wks	7/21/10	8/17/10																																											
6	Revisions	2 wks	8/18/10	8/31/10																																											
7	CT Review and Approval	22 days	9/1/10	9/30/10																																											
8	Draft Project Report	3 days	7/20/10	7/22/10																																											
9	Draft PR Completeness Review	1 wk	7/23/10	7/29/10																																											
10	Draft PR Revisions	1 wk	7/30/10	8/5/10																																											
11	Functional Unit Review	5 wks	8/6/10	9/9/10																																											
12	Revisions for Management Review	1 wk	9/10/10	9/16/10																																											
13	Management Review	2 wks	9/17/10	9/30/10																																											
14	Revisions	1 wk	10/1/10	10/7/10																																											
15	Signature Rounds	2 wks	10/8/10	10/21/10																																											
16	IS/ND Public Review	5 wks	10/22/10	11/25/10																																											
17	Public Hearing	0 days	11/4/10	11/4/10																																											
18	Responses to comments/IS/ND	2 wks	11/5/10	11/18/10																																											
19	CT review RTC	2 wks	11/19/10	12/2/10																																											
20	Final IS/ND	2 wks	12/3/10	12/16/10																																											
21	CT QC Review	2 wks	12/17/10	12/30/10																																											
22	Final IS/ND/EA for signature	1 wk	12/31/10	1/6/11																																											
23	IS/ND Signature	2 wks	1/7/11	1/20/11																																											
24	Draft Final PR	1 wk	11/19/10	11/25/10																																											
25	CT Completeness Review	1 wk	11/26/10	12/2/10																																											
26	Revised Final PR	1 wk	12/3/10	12/9/10																																											
27	Functional Unit Review	2 wks	12/10/10	12/23/10																																											
28	Final PR	1 wk	12/24/10	12/30/10																																											
29	Management Review	2 wks	12/31/10	1/13/11																																											
30	Submit Final PR with IS/NDEA	0 days	1/20/11	1/20/11																																											
31	Sign Final PR	1 wk	1/21/11	1/27/11																																											
32	PAED Date	0 days	1/27/11	1/27/11																																											
33																																															
34	Design	360 days	9/1/10	1/17/12																																											
35	NTP	0 days	9/1/10	9/1/10																																											
36	Surveys	2 mons	9/1/10	10/26/10																																											
37	Preliminary Design	3 mons	10/27/10	1/18/11																																											
38	Final Design	12 mons	1/19/11	12/20/11																																											
39	RTL	1 mon	12/21/11	1/17/12																																											
40																																															
41	Right of way	327 days	9/29/10	12/29/11																																											
42	Right of Way Engineering	2 mons	9/29/10	11/23/10																																											
43	Appraisals	2 mons	11/24/10	1/18/11																																											
44	Acquisition	6 mons	1/28/11	7/14/11																																											
45	Relocation	6 mons	7/15/11	12/29/11																																											
46	RW Cert	0 days	12/29/11	12/29/11																																											
47																																															
48	CTC Approval	35 days	1/26/12	3/15/12																																											
49	Submit to Caltrans LP for funding	0 days	1/26/12	1/26/12																																											
50	CTC Votes Funds	0 days	3/15/12	3/15/12																																											
51																																															
52	Construction	800 days	3/16/12	4/9/15																																											
53	Advertise (by County)	3 mons	3/16/12	6/7/12																																											
54	Construction	30 mons	7/6/12	10/23/14																																											
55	Project Closeup	6 mons	10/24/14	4/9/15																																											

EXHIBIT C

CONSULTANT'S FEE SCHEDULE

EXHIBIT B
Route 99/Kiernan Avenue Interchange Final Design
Compensation

The compensation for the final design and right of way scope of services is anticipated to not exceed **\$5,449,163** for the total contract as detailed on the attached spreadsheet.

CONSULTANT will invoice COUNTY every four weeks for services performed during the previous four-week period. Each invoice shall describe the topics and tasks completed during the invoice period in accordance with the rate schedule set forth below. The invoice shall list the hours expended, with hourly charge rates. The invoice shall also show the total to be paid for the invoice period. Rate schedules for CONSULTANT are as follows:

Hourly Rates*

<u>Professional Classifications</u>	<u>Per Hour</u>
Principal Manager	\$295.00
DPM/QA	\$275.00
Design Manager	\$190.00
Senior Project Engineer	\$130.00
Project Engineer	\$120.00
Assistant Engineer	\$ 95.00
Admin	\$ 90.00

*Billing rates include direct salary, overhead, fringe benefits and allowance for profit on labor.

Services and Expenses

Mileage	\$.50/mile
Fax	\$ 1.00/sheet
Copies	\$.10/sheet
CADD	\$ 11.00/hour
In-house Plots	\$ 5.00/sheet
In-House Color Plots	\$ 10.00 per linear foot

Subconsultants

All costs from Subconsultants shall be included in each invoice. Subconsultant invoices shall be marked up by 2% to reflect administrative and carrying expenses for Subconsultant management.

EXHIBIT D

PROJECT SCHEDULE

As discussed, a phased approach to start the needed design and right of way tasks as soon as possible would include authorization of Tasks 1, 2 and 3. This would allow our team to conduct appraisals, mapping and preliminary engineering through the end of the year. **This total is now \$2,037,782** a decrease of 15% from our prior budget estimate of \$2,388,720.

Our schedule calls for the following milestones:

MS	ACTIVITY	DELIVERY DATE
1	COUNTY Executes Contract and Issue NTP	9/2/2010
2	Submit 35% + TS to Caltrans	12/16/2010
3	Submit Right of Way Descriptions to COUNTY	11/25/2010
4	Review comments by Caltrans	1/13/2011
5	Submit 65% PS&E to Caltrans	4/7/2011
6	Review comments by Caltrans	5/5/2011
7	Submit 95% PS&E to CT District / DOS	7/28/2011
8	Review comments by Caltrans	8/25/2011
9	Submit 100% PS&E to DOE	10/6/2011
10	Review comments by Caltrans	11/3/2011
11	Submit Combined 100% PS&E	12/1/2011
12	CT Approve Plans	12/29/2011
13	Right of Way Certification (by Caltrans)	1/13/2012
14	RTL (based on RW Cert received)	1/17/2012

Again, thank you for providing us with this great opportunity to continue our enjoyable working relationship with Stanislaus County. We look forward to getting started!

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.



Keith G. Meyer, P.E.
Vice President