

**Special Meeting of the StanCOG
 POLICY BOARD**

Alliance Free Enterprise Center
 1020 10th Street, Suite 102
 Modesto, CA
 June 30, 2008
 6:00 PM

**NOTE: DIFFERENT LOCATION
 AND DATE**

California Brown Act Requires:

This Agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Sabrina Pinheiro, at (209) 525-4600, during regular business hours, at least twenty-four hours prior to the time of the meeting.

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the StanCOG Policy Board shall be in English and anyone wishing to address the Board is advised to have an interpreter or give StanCOG a 48 hour notice so that StanCOG can provide an interpreter from any language not English into the English language.

PUBLIC PARTICIPATION

Matters not on the posted agenda may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Board. Any member of the public wishing to address the Board will be limited to five minutes or the discretion of the Chair.

Questions: Contact Sabrina Pinheiro at (209) 525-4600.

AGENDA

PLEDGE OF ALLEGIANCE

1. PUBLIC PARTICIPATION

These matters may be presented only by interested persons in the audience. Discussion is limited to the discretion of the Chair.

2. CONSENT CALENDAR

- A. Amendment to Contract for On-Call Professional Services with Interwest Consulting Group RESOLUTION
- B. Addendum to Formal Amendment #11 – (Type 3) - 2007 Federal Transportation Improvement Program RESOLUTION

3. PRESENTATIONS

- A. Workshop – 1/2 Cent Transportation Sales Tax Measure Education and Public Outreach Program– Martino Graphic, Inc.

4. PUBLIC HEARINGS

(NONE)

5. ORAL REPORT ITEMS

- A. SR 132 East Infill Project Budget Revisions RESOLUTION

6. INFORMATION ITEMS

The following items are for information only
 (NONE)

7. STANISLAUS COUNCIL OF GOVERNMENTS ADVISORY COMMITTEES MINUTES
(NONE)
8. CALTRANS REPORT
(NONE)
9. EXECUTIVE DIRECTOR'S REPORT
(NONE)
10. CLOSED SESSION

PURSUANT TO GOVERNMENT CODE Section 54956.8

Conference with Real Property Negotiators

(a) Property: (APN 03-078-002;-04;-05)

Agency Negotiator: Vince Harris (DeeAnne Gillick and Jennifer Alves)

Negotiating Parties: Stanislaus Council of Governments and

Bright Development (Carol Bright and John Dunn)

Under Negotiation: Both price and terms of payment.

11. RETURN TO OPEN SESSION

12. COMMENTS FROM THE BOARD

Topics may be presented, but no action may be taken except to place an item on a future agenda.

ADJOURNMENT

Next regular meeting scheduled for

July 09, 2008, 6:00 P.M.

1010 Tenth St.

City/County Chambers

Modesto, CA

Consent Items

City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus

TO: Policy Board **Staff Report**
Resolution

THROUGH: Vince Harris, Executive Director *VH*

FROM: Carlos Yamzon, Senior Planner *CY*

DATE: June 23, 2008

SUBJECT: Amendment # 2 to Contract for On-Call Professional Services with Interwest Consulting Group

Recommendation

By Resolution, authorize the Executive Director to amend the On-Call Contract with Interwest Consulting Group for a not-to-exceed amount of \$60,000 for fiscal year 2008-09.

Background

The current FY 2007-08 contract with Interwest Consulting Group is \$200,000.

Discussion

As approved by the Policy Board on at the June 11, 2008 meeting, the 2008-09 Overall Work Program (OWP) includes an appropriation of \$60,000 for a continuation of On-Call professional service from Interwest Consulting Group. Therefore, staff recommends that the Policy Board approve the corresponding \$60,000 increase to the existing professional services contract with Interwest Consulting Group.

Attachments: Amendment 2 to Professional Services Contract with Interwest Consulting Group
Interwest Consulting Group Scope of Services

AMENDMENT 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
STANISLAUS COUNCIL OF GOVERNMENTS (StanCOG)
AND
INTERWEST CONSULTING GROUP

This AMENDMENT 2 to the AGREEMENT entered on October 11, 2007, is made and entered into as of June 30, 2008 between the Stanislaus Council of Governments, a joint powers authority established under California Code section 6500 et seq., hereinafter referred to as StanCOG, and Interwest Consulting Group, hereinafter referred to as "CONSULTANT".

WHEREAS, StanCOG and CONSULTANT have entered into an AGREEMENT dated October 11, 2007 for professional services; and,

WHEREAS, StanCOG desires to provide professional support services to local agencies delivering transportation projects with State and Federal funds and StanCOG desires to retain and continue the services of CONSULTANT to provide these services;

NOW THEREFORE, in consideration of mutual promises, covenants, terms, and conditions, hereinafter contained, the parties hereto agree as follows:

1.0 SCOPE OF SERVICES

1.1 The work to be performed by CONSULTANT is specified in Exhibit "A-1".

2.0 TERM

2.1 CONSULTANT'S services herein shall commence on July 1, 2008 upon StanCOG's written authorization, and proceed to a term no longer than 12 months, or until permanent full time staff is hired by StanCOG.

3.0 COMPENSATION AND METHOD PAYMENT

3.1 CONSULTANT shall perform all work described in Exhibit "A-1" of this AMENDMENT and receive compensation on a time and materials basis for all work performed in accordance with "Exhibit A-1" of this Amendment.

3.2 It is expressly understood and agreed that the total compensation to be paid CONSULTANT under this AMENDMENT shall be sixty thousand dollars (\$60,000). This will be a total

amount of TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000), including the original contract and this AMENDMENT.

5.0 ORIGINAL AGREEMENT PROVISIONS

5.1 Other than provisions described in AMNEDMENT 2 and its exhibits, all provisions contained in the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this AGREEMENT, has been executed by the parties hereto as of the day and year written above.

Vince Harris, Executive Director
Stanislaus Council of Governments

Michael Kashiwagi, Director of Municipal
Services, Interwest Consulting Group

Date

Date

Consultant Services for StanCOG

General Scope of Work

1. **Assessment of current StanCOG FTIP Programming functions. Provide SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)**
 - **Project tracking and monitoring**
 - **Project Delivery Plan and other CTC required reports**
 - **Coordination of programming cycles for STIP, CMAQ, RSTP, TEA and other state and federal programs**
 - **Maintenance and update of the Financial Plan and fiscal constraints of the FTIP**
 - **CTIPS functionality and support**
 - **Development of Regional Use It or Lose It Policy**
2. **Assist in developing short and long term strategies to improve local and regional project delivery.**
3. **Assist in streamlining FTIP Amendment process.**
4. **Assist in ongoing Agency activities with regards to SAFETEA LU Compliance of the RTP.**
5. **Assist in the update of the RTIP.**
6. **Assist in Inter-agency Consultant (IAC) related to Air Quality Conformity requirements for projects.**
7. **Assist in general Transit Program functions.**



City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus

TO: Policy Board **Staff Report Resolution**
THROUGH: Vince Harris, Executive Director *VH*
FROM: Carlos Yamzon, Senior Planner *CY*
Scott Philips, Associate Planner *SP*
DATE: June 23, 2008
RE: Addendum to Formal Amendment #11 (Type 3) – 2007 Federal Transportation Improvement Program

Recommendation

By **RESOLUTION**, adopt Addendum to Amendment #11 to the StanCOG 2007 Federal Transportation Improvement Program and, if necessary, allow the Executive Director to make minor modifications.

Background

Amendment #11 was approved by the Policy Board on May 14, 2008. StanCOG incorporated Addendum to Amendment #11 at the May 14, 2008 Policy Board and the package as a whole was approved. However, the Addendum required additional public review and comment period, thus it was not subject to final adoption via Resolution 07-36. Additionally the May 12, 2008 staff report inadvertently identified the Addendum as a Type 4 amendment and has corrected the project as a Type 3.

Discussion

The additional public review and comment period that was required has been fulfilled with no comments and Resolution 07-___ has been prepared for adoption to the 2007 FTIP.

The projects contained herein have been presented to the Technical Advisory Committee and have been recommended for approval.

If you have questions or concerns regarding this amendment, please call Scott Philips (swphilips@StanCOG.org) or Carlos Yamzon (cyamzon@stancog.org) at (209) 525-4600.

cc: Consolidated Planning Committee
Prepared by: Scott Philips, Associate Planner
Attachments: May 12, 2008 Staff Report

TO: Policy Board **Staff Report**
Resolution

THROUGH: Vince Harris, Executive Director

FROM: Carlos Yamzon, Senior Planner
Scott Philips, Associate Planner

DATE: May 12, 2008

RE: Addendum to Formal Amendment #11 (Type 4) – 2007 Federal Transportation Improvement Program

Recommendation

Hold a public hearing, and by **RESOLUTION**, adopt Amendment #11 and its addendum to the StanCOG 2007 Federal Transportation Improvement Program and, if necessary, allow the Executive Director to make minor modifications.

Background

As the designated Metropolitan Planning Organization, for the Stanislaus Region, StanCOG is responsible for managing state and federal funds through a document called the Federal Transportation Improvement Program, or FTIP. This document contains the entire list of projects to which state and federal funds have been awarded through StanCOG, Caltrans, or other grantor agencies. The Policy Board adopted the latest version of the FTIP on May 9, 2007. Occasionally, this document must be amended to add new projects, modify project descriptions or funding amounts, change program-funding year, or delete existing projects.

The projects contained herein have been presented to the Technical Advisory Committee and have been recommended for approval.

AMEND THE 2007 FTIP TO INCLUDE THE FOLLOWING PROJECT(S):

1. **Regionally Significant/Locally Funded:**

StanCOG requests to amend the 2007 FTIP to add the following project:

Add:

“Construct 4-lane expressway” utilizing \$4,900,000 in local funds in FY 07/08; this project is described as **“Modesto City limits to east of Oakdale via SR-108 or Claribel (State Highway designation not determined)”**.

This project is a regionally significant project and is identified in the StanCOG 2007 Regional Transportation Plan (RTP) as being Tier I fiscally constrained. The project conforms to all current emissions modeling methodologies and is listed in the 2007 RTP on page 81 (second row) as outlined in the table on the next page:

RTP – Mainline Roadways and Highways

Project Type	Jurisdiction	Location	Project Limits	Description
Widening	Cities of Modesto, Riverbank & Oakdale; County of Stanislaus	SR-108	Modesto City Limits to East of Oakdale via SR-108 or Claribel (State Highway designation not determined)	New 4-lane expressway

Discussion

- This is a Type 4 Formal amendment to the 2007 FTIP.
- This project is regionally significant.
- The TIP, as amended meets all conformity provisions 40 CFR 93.122(g).
- The project in the proposed amendment #11 addendum conforms to and/or meets all the applicable transportation planning requirements per 23 CFR Part 450. Therefore, no further conformity determination and/or regional emissions analysis are required for the amendment. Some projects may have to have a project-level air quality determination.
- The proposed amendment does not interfere with the timely implementation of any approved Transportation Control Measures.
- The amendment maintains the financial constraint of the 2007 FTIP and the air quality conformity findings of the 2007 RTP.
- Conformity Determination was based on the previous regional emissions analysis and included as part of the StanCOG 2007 RTP 2030 Air Quality Conformity Analysis.
- This amendment addendum conforms to the applicable SIP.

This amendment will require full State and Federal concurrence and, accordingly, will be forwarded to the reviewing agencies after Policy Board action.

Action

The amendments listed above have been presented to the Consolidated Planning Committee and Technical Advisory Committee and have been recommended for approval.

If you have questions or concerns regarding this amendment, please call Scott Philips (swphilips@StanCOG.org) or Carlos Yamzon (cymazon@stancog.org) at (209) 525-4600.

f-c/ 2007 FTIP #11

Prepared by: Scott Philips, Associate Planner
Attachments: Financial Constraint Tables
CTIPS Tables
RTIP, pg 81

STANISLAUS COUNCIL OF GOVERNMENTS

RESOLUTION 07-

A RESOLUTION ADOPTING ADDENDUM TO AMENDMENT #11 TO THE 2007 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the designated Regional Transportation Planning Agency (RTPA), the designated Metropolitan Planning Organization (MPO), and the designated Council of Governments for Stanislaus County; and

WHEREAS, the Stanislaus Council of Governments (StanCOG) is the designated Regional Transportation Planning Agency (RTPA), the designated Metropolitan Planning Organization (MPO), and the designated Council of Governments for Stanislaus County; and

WHEREAS, Federal and State legislation and regulations require the adoption, and amendment (as required), of certain transportation plan and improvement programs, known as the Regional Transportation Plan, Regional Transportation Improvement Program, and the Federal Transportation Improvement Program.

WHEREAS, in accordance with the Federal Clean Air Act, StanCOG has an adopted Regional Transportation Plan that conforms with emissions budgets in the applicable State Implementation Plan; and

WHEREAS, the 2007 Federal Transportation Improvement Program and 2006-09 Triennial Element have been submitted for adoption, and

WHEREAS, the 2007 Federal Transportation Improvement Program must, by law, be financially constrained; and the charts of revenues within the text are intended to show currently available revenues to finance the projects within the program, and

WHEREAS, the 2007 Federal Transportation Improvement Program of projects is found to be consistent with the Air Quality Conformity Finding for the adopted Regional Transportation Plan, and

WHEREAS, the Stanislaus Council of Governments has complied with the Memorandum of Understanding between itself and the California Department of Transportation regarding Intergovernmental Review, and

WHEREAS, a public hearing has been duly advertised in a newspaper of general circulation, and the public hearing was held on May 14, 2008. The public comment period will close on May 30, 2008; and

NOW, THEREFORE, BE IT RESOLVED, that, if no unresolvable comments are received by the close of the comment period, the Stanislaus Council of Governments adopts Addendum to Amendment #11 to the 2007 Federal Transportation Improvement Program and the 2006-09 Triennial Element; and

ALSO, BE IT FURTHER RESOLVED, that the Stanislaus Council of Governments has determined that the 2007 Federal Transportation Improvement Program is in conformity with the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan; and

ALSO, BE IT FURTHER RESOLVED, that the cities, the County, and the State are urged to implement those portions of the Program within their scope of responsibility in an orderly and timely manner; and

AND, BE IT FURTHER RESOLVED, that the adopted 2007 Federal Transportation Improvement Program is intended to satisfy all Federal requirements for highway and transit, inclusive in the transportation systems programming and project review; and that the Executive Director is authorized to prepare, file, and issue reports based on the amended Federal Transportation Improvement Program and to submit letters of support for projects contained in the Triennial Element.

The foregoing Resolution was introduced at a regular meeting of the Stanislaus Council of Governments, on the 9th day of July 2008. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and Resolution adopted.

MEETING DATE: July 9th, 2008


JOHN G. FANTAZIA, CHAIR



VINCENT J. HARRIS,
EXECUTIVE DIRECTOR

Oral Reports

City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus

TO: Policy Board

THROUGH: Vince Harris, Executive Director 

FROM: Carlos Yamzon, Senior Planner 
Charles Turner, Associate Planner 

DATE: June 30, 2008

SUBJECT: SR 132 East Infill Project Budget Revision

Staff Report
RESOLUTION

Recommendation

By Resolution:

1. Approve Contract Change Order (CCO # 3) with George Reed Construction to address changes in the storm water discharge plan.
2. Approve contract Amendment # 3 with Rajappan & Meyer to reflect additional engineering and design costs required to revise the storm water discharge plan and provide additional budget for engineering services during the construction phase.
3. Approve contract Amendment # 1 with Nolte Associates to reflect additional work of the Construction Manager and the associated additional budget for additional construction working days.

Background

On November 21, 2006, Phase 1 of the State Route 132-east Infill project began advertisement for Construction bids. Phase 1 of the project will improve SR 132 from Riverside Drive to Clause Road. Sealed bid packages were opened at approximately 2:00 PM on Friday, December 22, 2006 at the StanCOG office. The entire project will widen SR 132 (Yosemite Blvd.) to a consistent 4-lane roadway with improved at-grade crossings, turn lanes, bicycle lanes, center divider, an improved drainage system with curbs, gutters and sidewalks. George Reed Construction was the low bidder and was awarded the construction contract at the price of \$5,943,322.90.

After the construction contract was awarded, a drainage issue, previously resolved under the project's right-of-way certification, re-emerged as a project site condition that halted construction activities. The impacted property owner requested that an alternative to the planned stormwater retention pond be considered in lieu of acquiring their property. This led to discussions with the property owner, CalTrans, and StanCOG's contracted Construction Manager and Engineer of Record, in order to resolve the storm drainage issues.

Discussion

In June 2008, StanCOG resolved the storm drainage issue with the property owner which resulted in a new storm drainage design and increase in the cost of construction. The new French Drain system was redesigned by the engineering firm of record (Rajappan & Meyer), reviewed by StanCOG's Construction Manager, and approved by CalTrans. Discussions between StanCOG's Construction Manager and the George Reed Construction representative have identified the required changes and additions to the project that contributed to cost increases.

Construction Change Order

1. George Reed Construction	
Original bid, supplemental work and contingency total:	\$6,425,739.05
Underground Storage Contract Change Order	\$650,000.00
Delay Impact Contract Change Order	\$353,219.00
Increased Contingency for additional work	\$33,000.00
Asphalt/Concrete Price Index Fluctuations	\$250,000.00
	<hr/>
	\$7,712,873.05
2. Rajappan & Meyer	
Redesign Storm Water Drainage Plan	\$139,100.00
Engineering services for Construction	\$183,300.00
	<hr/>
	\$322,400.00
3. Nolte Associates - Construction Management Services	\$649,706.00
Original Construction Management Contract	
Cost for services not identified in original scope of work.	\$331,000.00
Additional Cost for escalation of labor and additional working days. Increase from 195 to 250 working days.	
	<hr/>
Nolte Sub-Total	\$980,706.00
It is estimated that the total project cost will now be:	\$9,015,979.00

Attachments:

Nolte Contract Amendment #1

Rajappan and Meyer Contract Amendment #3

George Reed Contract Change Orders #3 and #4 (submitted by Nolte)

June 24, 2008

Mr. Vince Harris
Executive Director
Stanislaus Council of Governments
900 H Street, Suite D
Modesto, CA 95355

State Hwy 132 in Modesto
Riverside Dr. to 0.3 KM East of Claus Rd.
Contract No. 10-3A1101

Subject: Amendment No.1 to Professional Services Agreement for Construction Management Services with Nolte Associates-- State Route 132 from Riverside Drive to 0.3 KM East of Claus Rd.

Dear Mr. Harris:

Per your request, I am providing the following estimate proposal for additional construction management services associated with the above referenced project. There are two separate categories associated with this proposal.

1. Fee associated with previous services provided that were beyond the original scope of work as described in the original Service Agreement executed on December 22, 2006. In general, these services were in conjunction with the Right of Way delays associated with the Bright Development properties. Services included, but were not limited to the coordination and interaction with StanCOG's staff, StanCOG's legal staff; Rajappan & Meyer design staff, Rajappan & Meyer's Right of Way Sub consultant, Bright Development, Caltrans, and the Contractor, George Reed, Inc. Fee for these Services = \$120,000.00
2. Estimated fee associated with future work. Fee takes into account escalation of rates incurred over the last year and a half. The fee also accounts for an increased number of working days associated with the work. The original fee was based on 195 working days. This estimate assumes that approximately 250 working days will be required to complete all work associated with the changed contract. Estimated Fee for these Services = \$211,000.

Original Contract Fee	\$649,706.00
Previous Amendments	\$0
This Amendment	\$331,000.00
Revised Total Fee	\$980,706.00

If you have any questions, please feel free to contact me at 559-232-0485.

Nolte Associates, Inc.



TODD GEORGE, PE
Construction Manager - Resident Engineer

C: File 5. Letters to StanCOG

NOLTE ASSOCIATES, INC.
1930 HOWARD ROAD, SUITE 125
MADERA, CA 93637-5155
559.661.5220 TEL 559.661.4440 FAX
WWW.NOLTE.COM



June 23, 2008

TO: Vince Harris
StanCOG

FROM: Keith Meyer

RE: Amendment 3 Budget – Route 132 Infill
Supplemental Services for French Drain and Right of Way Negotiations

Dar Vince,

As discussed, attached for your authorization is a request for additional budget for right of way and design services during construction of the Route 132 Infill Project. This Amendment is for Supplemental Services related to right of way negotiations with Bright Land Development, eminent domain proceedings and design of CCO1, the replacement French Drain system.

The amount of this request is \$183,300, which would increase our contract value to \$1,592,700. Attached is our amendment request and draft amendment agreement.

Thank you very much for having R&M perform this work for StanCOG. If you have any questions, do not hesitate to call.

Sincerely,

RAJAPPAN & MEYER CONSULTING ENGINEERS, INC.

Keith G. Meyer, P.E.
Vice President

cc: Charles Turner
Carlos Yamzon
CJ Johnson

AMENDMENT 3

to

PROFESSIONAL SERVICES AGREEMENT

between

STANISLAUS COUNCIL OF GOVERNMENTS (StanCOG)

and

Rajappan & Meyer Consulting Engineers, Inc.

THIS AMENDMENT 2 to the AGREEMENT is made and entered into as of _____, by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq., hereinafter referred to as "StanCOG," (formerly Stanislaus Area Association of Governments or SAAG) and Rajappan & Meyer Consulting Engineers, Inc., a California Corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, StanCOG and CONSULTANT have entered into an AGREEMENT dated May 25, 2004 for professional support services; and,

WHEREAS, StanCOG requires additional design and right of way support services for the SR 132 East (Yosemite Ave) infill widening project in Modesto and Stanislaus County;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

1.0. SCOPE OF SERVICES

1.1. The additional work to be performed by CONSULTANT is specified in Exhibit "A-3," "Amendment 3 Scope of Services" attached hereto and incorporated by reference.

2.0. TERM

2.1. CONSULTANT's services herein under shall commence upon StanCOG's written authorization to proceed and shall be completed by December 1, 2009. The schedule may be extended, as mutually agreed to by CONSULTANT and StanCOG.

3.0. COMPENSATION AND METHOD OF PAYMENT

3.1. CONSULTANT shall perform additional work described in Exhibit "A-3" of this AMENDMENT and receive compensation on a time and materials basis for all work performed in accordance with Exhibit "B-3" of this AGREEMENT. StanCOG shall pay CONSULTANT on the basis of the progress as reported by authorized activities and hours expended.

3.2. Subject only to duly executed change orders, it is expressly understood and agreed that the total compensation to be paid CONSULTANT under this AGREEMENT shall be increased by ONE HUNDRED EIGHTY THREE THOUSAND, THREE HUNDRED DOLLARS AND NO/00 (\$183,300) for a new not exceed total of ONE MILLION FIVE HUNDRED NINETY TWO THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,592,700).

3.3. StanCOG shall make payment monthly to CONSULTANT within forty five (45) calendar days of receipt of an acceptable invoice. Payment shall be based on the hours reported by the CONSULTANT and in accordance with billing rates identified in Exhibit "C-3", "Compensation" attached hereto and made a part of this agreement. All invoices shall not be more often than monthly and shall be made in writing and delivered, mailed, or faxed to StanCOG as follows:

Stanislaus Council of Governments
900 "H" Street, Suite "D"
Modesto, CA 95354
FAX (209) 558-7833
Attn: C.J. Johnson

4.0. ORIGINAL AGREEMENT PROVISIONS

4.1. Other than provisions described in this Amendment 3 and its exhibits, all provisions contained in the original AGREEMENT and Amendment 1 shall remain in full force and effect.

5.0. ENTIRE AGREEMENT

5.1. This AMENDMENT 3, and the original AGREEMENT, AMENDMENT 1 and AMENDMENT 2 contain the entire AGREEMENT of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties hereto. CONSULTANT and StanCOG represent that, in entering this AGREEMENT, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto as of the day and year written above.

Vince Harris, Executive Director
Stanislaus Council of Governments

Keith G. Meyer, Vice President
Rajappan & Meyer Consulting Engineers, Inc.

Date

Date

**EXHIBIT A-3
AMENDMENT 2 SCOPE OF SERVICES
ROUTE 132 IN FILL PROJECT**

PROJECT DESCRIPTION

The Stanislaus County Council of Government (StanCOG) is in initiating construction of the Route 132 Widening Project, Contract Number 10-3A1104. The purpose of this project is to improve safety, reduce congestion, increase capacity, and improve intersections operations of Route 132 between Riverside Drive and A Street, a distance of approximately 3200 meters.

SERVICES TO BE PERFORMED BY CONSULTANT

Rajappan & Meyer Consulting Engineers, Inc. (CONSULTANT) has been retained by STANCOG to prepare the design services for this AGREEMENT. This amendment shall provide right of way support and CCO1 design services during construction of the SR 132 East (Yosemite Avenue) infill widening project. Services to be performed by CONSULTANT or its subconsultants shall include:

TASK 6 – RIGHT OF WAY SUPPORT SERVICES FOR BRIGHT PARCEL

6.1 Right of Way Engineering

- R&M will coordinate right of way engineering among StanCOG and its subconsultants for revisions to property lines as directed by StanCOG.
- K&W, under contract to R&M, will revise plats and descriptions as requested by StanCOG.

6.2 Right of Way Support

R&M and its subconsultants shall provide support services during condemnation proceedings. This work includes:

- Attend meetings as requested by StanCOG.
- Furnish supplemental information and clarifications as requested by the StanCOG
- Review submittals right of way information as requested by StanCOG.
- Prepare right of way information package

TASK 7– PREPARE CCO1 – FRENCH DRAIN SYSTEM

7.1 Coordination

- R&M will coordinate engineering among StanCOG, Caltrans and R&M subconsultants for preparation of CCO1 – French Drain.
- R&M will provide memoranda as required to communicate design issues to Caltrans and StanCOG.

7.2 CCO1 Design

R&M and its subconsultants will prepare revised plans for construction of CCO1 – French Drain System. This work includes:

- Design of French Drain Plans, Profiles and Details
- Preparation of design calculations
- Preparation of responses to Caltrans comments

SERVICES TO BE PROVIDED BY STANCOG

EXHIBIT A-3
AMENDMENT 2 SCOPE OF SERVICES
ROUTE 132 IN FILL PROJECT

1. Construction Management
4. Contract Administration
5. Permits with local utilities.
6. Coordination with local property owners

ADDITIONAL SERVICES

CONSULTANT or its subconsultants may provide additional services, at the request of STANCOG. Additional services may include items not included in the CONSULTANT'S scope of work or other services and shall be negotiated separately based on the billing rates contained in Exhibit B-3.

EXHIBIT C-3 COMPENSATION

ITEM A. BASIC COMPENSATION FEE

The amount of compensation to be paid CONSULTANT under this agreement shall be increased by ONE HUNDRED EIGHTY THREE THOUSAND, ONE HUNDRED DOLLARS AND NO/00 (\$183,100) for a new not exceed total of ONE MILLION FIVE HUNDRED NINETY TWO THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$1,592,700). Any hours worked or expenses incurred for which amount of compensation set forth herein shall be at no further cost to STANCOG, unless additional funds have been approved in writing by STANCOG. Additional services may be conducted and additional compensation may be paid to CONSULTANT though amendment to this AGREEMENT.

CONSULTANT shall, during the term of this AGREEMENT, invoice STANCOG every four weeks for services performed under this AGREEMENT during the previous four week period. Provided the services covered by the invoice have been completed in accordance with the provisions of this AGREEMENT, STANCOG shall pay CONSULTANT the amount shown on the invoice within forty five (45) days of receipt of the invoice.

Each invoice shall describe the topics and tasks completed during the invoice period in accordance with the rate schedule set forth in Item B, below. CONSULTANT's bills shall include the following information:

- A brief description of services performed.
- The date the services were performed.
- The number of hours spent and by whom.
- The current contract amount.
- The current invoice amount.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by CONSULTANT in the performances of this agreement shall be incurred at the CONSULTANT's discretion. Such expenses shall be CONSULTANT's sole financial responsibility.

Schedules are as follows under ITEM B.

ITEM B. RATE SCHEDULE

STANCOG agrees to compensate CONSULTANT for professional services performed in accordance with the terms and conditions of this AGREEMENT at the rate set forth in the schedule below.

Hourly Rates*	
<u>Professional Classifications</u>	<u>Per Hour</u>
Principal Manager	\$ 260.00
Senior Design Manager	\$ 163.21
Design Manager	\$ 138.40
Senior Project Engineer	\$ 105.34
Project Engineer II	\$ 101.12
Project Engineer I	\$ 84.00
Assistant Project Engineer	\$ 70.93

**EXHIBIT C-3
COMPENSATION**

Administrative/Clerical Classifications

Administrative/Clerical \$ 79.24

*Billing rates include 2008 direct salary, 2007 audited overhead rate and fringe benefits, and profit on combined labor and overhead.

Services and Expenses

Mileage	\$.50/mile
Fax	\$ 1.00/sheet
Copies	\$.10/sheet
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.

All charge rates as shown above, shall remain in effect for calendar year 2008. CONSULTANT shall submit new billing rates at the beginning of each calendar year.

PROJECT BUDGET BY TASK
Route 132 In Fill Project
Amendment 3 - Construction Period Services
Rajappan & Meyer Consulting Engineers, Inc.

23-Jun-08

Estimated Level of Effort

Person	Task 1		Task 2		TOTAL
	R/W Engineering	R/W Support	Coordination	CCO 1	
Principal Manager	16	16	40	25	97
Senior Design Manager	60	20	40	155	275
Senior Engineer	80	20	0	200	300
Project Engineer	0	0	0	0	0
Assistant Engineer	80	20	0	200	300
Admin	24	0	0	20	44
TOTAL R&M HOURS	260	76	80	600	1016

Estimated R&M Labor Cost

Title	Hourly Billing Rate	Task 1		Task 2		TOTAL
		R/W Engineering	R/W Support	Coordination	CCO 1	
Principal Manager	\$260.00	\$4,160	\$4,160	\$10,400	\$6,500	\$25,220
Senior Design Manager	\$163.21	\$9,793	\$3,264	\$6,528	\$25,298	\$44,883
Senior Engineer	\$105.34	\$8,427	\$2,107	\$0	\$21,068	\$31,602
Project Engineer	\$101.12	\$0	\$0	\$0	\$0	\$0
Assistant Engineer	\$70.93	\$5,674	\$1,419	\$0	\$14,186	\$21,279
Admin	\$79.24	\$1,902	\$0	\$0	\$1,585	\$3,487
SUBTOTAL LABOR		\$29,956	\$10,950	\$16,928	\$68,636	\$126,470

Subconsultants

Survey/ROW - Kier & Wright	\$20,000	\$0	\$0	\$0	\$20,000
Right of Way - ARWS	\$0	\$20,000	\$0	\$0	\$20,000
Signals - AEC	\$0	\$0	\$5,000	\$10,000	\$15,000
Subtotal Subconsultants	\$20,000	\$20,000	\$5,000	\$10,000	\$55,000

Other Direct Costs

Materials	\$100	\$100	\$200	\$200	\$600
Travel	\$200	\$0	\$200	\$50	\$450
Printing/Copying	\$20	\$100	\$100	\$510	\$730
Mail/FAX	\$50	\$0	\$0	\$0	\$50
Permits/Fees	\$0	\$0	\$0	\$0	\$0
Subconsultant Markup	\$0	\$0	\$0	\$0	\$0
SUBTOTAL ODC's	\$370	\$200	\$500	\$760	\$1,830

TOTAL	\$50,326	\$31,150	\$22,428	\$79,396	\$183,300
Percent of Work	27%	17%	12%	43%	

<u>Original George Reed Contract</u>		
George Reed Bid	\$	5,943,322.90
Original Supplemental Work	\$	185,250.00
Original Contingency Balance	\$	297,166.15
Total		\$ 6,425,739.05
<u>Additions to George Reed Contract</u>		
Underground Storage Contract Change Order	\$	655,000.00
Delay Impact Contract Change Order	\$	344,000.00
Additional Contingency for additonal work	\$	33,000.00
AC Price Index Fluctuations	\$	250,000.00
Total		\$ 1,282,000.00
<u>Original Nolte Construction Management Contract</u>		
Original Contract based on 195 WD		\$ 649,000.00
<u>Additions to Nolte Construction Management Contract</u>		
Approximate Cost of Previous billings for services not identified in original scope of work	\$	130,000.00
Additional Cost for escalation of labor and additional working days. Increase WD from 195 to 250	\$	180,000.00
Total		\$ 310,000.00
Total Construction Cost + Construction Management Cost		\$ 8,666,739.05