



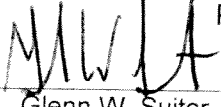
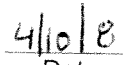
**El Dorado County – DOT
Task Order Form**

Contract #	Task order #	Amendment#
06-1327	01	00
Project #	Index #	Contract Administrator
72401, 72403	305100	Robert S. Slater
Not-to-Exceed Amount	Completion Date	Prepared By
\$235,318.20	11/30/2008	Jean Warner

Administration Use ONLY		
	Admin Staff	Date
Budget Verified:	K Bauger	4/3/08
Contract Terms Verified (CSU)	see J. Conrad	04-10-08

Consultant Name:	PB Americas, Inc.	
Contract Title:	Agreement for Construction Engineering & Construction Support Services	
Task Order Name:	Construction Support Services for the White Rock Road Realignment and Widening Project – Manchester to Latrobe Road (72401) and Latrobe Road Realignment, Widening and Bridge Project – Suncast Lane to Golden Foothills Parkway (72403).	
Scope of Work:	See attached Pages 1 through 8.	
List Authorized Sub-Consultants:	None authorized.	
Deliverables:	See attached Pages 1 through 8.	
	Start Date: Effective Date	Completion Date: November 30, 2008

The parties indicated herein have executed this Task Order on the dates written below, the latest of which shall be deemed to be the effective date of this Task Order. No payment will be made for any work performed prior to the effective date of the Task Order. Unless otherwise indicated, receipt of this executed Task Order is your Notice to Proceed with the work specified herein.

DOT Signatures:  Robert S. Slater Deputy Director, Engineering Contract Administrator  Richard W. Shepard, P.E. Director of Transportation	 Glenn W. Suitor Senior Vice President	PB Americas, Inc.:  Date
	04/03/08 Date	4/10/08 Date
NOTES: 1. This form is intended as a guide to identify minimum requirements of a Task Order. Task Orders must also be compliant with the provisions of the contract. 2. Where a Task Order cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Use the attached Task Order Budget form where multiple tasks and resources are proposed.		



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION**



INTEROFFICE MEMORANDUM

Date: March 28, 2008
To: Richard W. Shepard
From: Robert S. Slater, Deputy Director, Engineering
Subject: Delegation of Authority

I will be out of the office at training from April 1, 2008 through my return on April 7, 2008.

During my absence, I am delegating my signature authorization to the Supervising Civil Engineer, John Kahling, to be effective Tuesday, April 1, 2008 until my return to the office Monday, April 7, 2008.

A handwritten signature in black ink, appearing to be "RS Slater", written over a horizontal line.

Robert S. Slater, Deputy Director, Engineering

A handwritten signature in black ink, appearing to be "John Kahling", written over a horizontal line.

John Kahling, Senior Civil Engineer

cc: Jim Ware, Deputy Director, Transportation Planning & Land Development
Diana Buckley, Deputy Director, Administration
Tom Celio, Deputy Director, Maintenance
Russ Nygaard, Deputy Director, El Dorado Hills Engineering
Matt Smeltzer, Acting Deputy Director, West Slope Engineering
Laura Friestad, Department of Transportation

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09-0108.C.2

Task Order Number 06-1327-01-00

PB Americas, Inc.

Construction Support Services for the White Rock Road Realignment and Widening Project – Manchester to Latrobe Road (72401) and Latrobe Road Realignment, Widening and Bridge Project – Suncast Lane to Golden Foothills Parkway (72403)

Scope of Work

General Description of Work

PB Americas, Inc. (Consultant) shall provide construction support services for the following projects: White Rock Road Realignment and Widening Project – Manchester to Latrobe Road (72401) and Latrobe Road Realignment, Widening and Bridge Project – Suncast Lane to Golden Foothills Parkway (72403) (Projects) in accordance with the Construction Support Services Scope of Work contained herein and in accordance with all of the terms and conditions, including the reporting and deliverable requirements, of Agreement for Services # AGMT 06-1327.

If changes in the Scope of work for this Task Order are needed, an amendment to this Task Order must be approved in writing and executed by El Dorado County's (County) Contract Administrator (CA) and Consultant.

County may utilize its own personnel to perform all or portions of Items of Work 1, 2, 3, or 5 as described below. If County chooses to utilize its own personnel to perform all or portions of these Items of Work, CA will give Consultant at least two (2) weeks' notice via email that Consultant's personnel are to stop performing the specified Items of Work by a specific date. CA will follow up the email notice by sending a letter to Consultant. County will only compensate Consultant for the actual work performed and will not compensate Consultant for any unauthorized work performed after the date identified in the written notice to stop work.

If County subsequently requires Consultant to perform all or portions of Items of Work 1, 2, 3, or 5 then being performed by County, CA will give Consultant two (2) weeks' notice via email for Consultant to provide personnel acceptable to CA to perform those Items of Work. The notice will indicate a specific date on which Consultant shall resume work. CA will follow up the email notice by sending a letter to Consultant. County will only compensate Consultant for the actual work performed and will not compensate Consultant for any unauthorized work performed prior to the date identified in the written notice.

CA's address is 2441 Headington Road, Placerville, CA 95667, the email address is bslater@co.el-dorado.ca.us, the telephone number is 530.621.7552 and the fax number is 530.642.4936.

Term

The term of Task Order # 06-1327-01-00 shall be the effective date of the Task Order through November 30, 2008.

Price/Cost

Billing rates for the services performed under this Task Order shall be in accordance with the terms and conditions of Agreement for Services # AGMT 06-1327. The not-to-exceed amount for this Task Order is \$235,318.20. No payment will be made for any work performed prior to the effective date of this Task Order, # 06-1327-01-00 or beyond the completion date of the Task Order.

Invoices

Invoices pertaining to the services described herein shall be in accordance with Article III, Section C., of Agreement for Services # AGMT 06-1327, and shall include sufficient documentation to support Consultant's charges for work performed and shall identify the appropriate County-supplied work order number, the above-designated Task Order, # 06-1327-01-00 and Agreement for Services # AGMT 06-1327. In addition, Consultant shall invoice County separately for each Project for which services are performed under this Task Order, and shall bill County for only one (1) Project per invoice.

Items of Work**1) Construction Inspection**

- a) In accordance with County directives and the current edition of the *Construction Manual* issued by the State of California, Department of Transportation (Caltrans), which can be obtained at <http://www.dot.ca.gov/hq/construc/manual2001>, Consultant shall perform construction inspection activities including but not limited to the following:
 - i) Consultant shall utilize on-site inspectors to check the quality and quantity of the work performed by the prime contractor and any subcontractors (Contractor) and any utility companies. Consultant shall monitor Contractor and utility company compliance with the contract documents, copies of which have been provided by County to Consultant. Items to be inspected include but are not limited to construction materials, methods, techniques, and sequences. The on-site inspectors shall prepare Daily Inspection Reports each day that Contractor or a utility company works on site. Consultant shall provide the Daily Inspection Report form for CA to review and approve prior to utilization. The Daily Inspection Reports shall document items including but not limited to the following:
 - (1) The date and the day of the week
 - (2) Labor (names of personnel, names of their respective companies, and their respective labor classifications)
 - (3) Equipment (type, make, model, company that owns or is using the equipment, and Contractor equipment identification number)
 - (4) Weather
 - (5) Number of hours that labor and equipment were used on respective contract items of work

- (6) Number of hours that labor and equipment were used on respective Contract Change Orders (CCOs)
 - (7) Number of hours that labor and equipment were idle
 - (8) Specific times (e.g., 7:30 a.m. – 11:30 a.m., 12:30 p.m. – 4:00 p.m.) that Consultant's inspector was on site
 - (9) Narrative section that includes all pertinent observations and discussions that occurred that day, a general description of the work performed that day, and lists and locations of the contract item quantities constructed that day
- b) During construction, Consultant shall compile as-built plans by making notes and sketches on a set of contract plans, which has been provided by County to Consultant, that show changes made to the contract plans that did not require CCOs. In addition, Consultant shall incorporate changes implemented via CCOs into the contract plans by making notes and sketches on the as-built plans or by placing supplemental or replacement sheets included with the CCOs directly into the as-built plans.
- c) Consultant shall take digital photographs of the progression of work on a weekly basis (or more frequently when appropriate).

Deliverables: Consultant shall place the original Daily Inspection Reports into the Projects' files (located at County's El Dorado Hills office, 4505 Golden Foothills Parkway) on a weekly basis. Consultant shall keep as-built plans on file in the Projects' files. Consultant shall place digital photographs in jpeg format and a minimum resolution of 2816 x 2112 on the County-provided computer (located at County's El Dorado Hills office, 4505 Golden Foothills Parkway) on a weekly basis. Consultant shall place copies of the digital photographs cited above on a CD-Rom and place the CD-Rom in the Projects' files on a monthly basis.

2) Construction Administration

In accordance with CA's directives and the current edition of the *Caltrans Construction Manual*, Consultant shall provide construction administration services including but not limited to the following:

- a) Project Coordination: Consultant shall serve as County's point of contact with Contractor, Caltrans, utility companies, the Projects' designer (Dokken Engineering, Inc.), local residents and business owners, and all other Projects' stakeholders.

Deliverables: Consultant shall place all data and correspondence pertaining to Projects' coordination in the Projects' files within five (5) days of sending or receiving said correspondence.

- b) Records Maintenance: Consultant shall maintain Projects' files in an organized, efficient, logical manner that is consistent with CA's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: Consultant shall ensure that all Projects' filing is performed on at least a weekly basis, except that filing will be required on a more frequent basis when required elsewhere in this Task Order.

- c) Correspondence: Consultant shall prepare Projects' correspondence including but not limited to letters, emails, memoranda, and reports sent to all Projects' stakeholders including but not limited to Contractor, utility companies, Dokken Engineering, Inc., Caltrans, and local businesses.

Deliverables: When requested by CA, Consultant shall provide copies of any Projects' correspondence to CA via email or fax, as directed by CA. Consultant shall place copies of all correspondence into the Projects' files within two (2) working days of creating or receiving said correspondence.

- d) Weekly Meetings with Contractor: Consultant shall facilitate and attend meetings with Contractor on a weekly basis. Consultant shall generate a meeting agenda and minutes for each meeting. Items covered at each meeting shall include but not be limited to upcoming schedule, status of submittals, CCOs, and requests for information (RFIs), current issues on the Projects, and overall progress of the Projects. Consultant may invite other stakeholders to the meetings when appropriate.

Deliverables: Consultant shall place meeting agendas in the Projects' files within two (2) working days before each meeting date, and Consultant shall place meeting minutes in the Projects' files within two (2) working days after each meeting date.

- e) Special Coordination Meetings: When circumstances warrant, or at the direction of CA, Consultant shall facilitate special meetings to discuss items including but not limited to special construction activities, construction impacts on traffic and local businesses, coordination with utility companies, and scheduling of extended road closures. Consultant shall generate a meeting agenda and minutes for each meeting.

Deliverables: Consultant shall place meeting agendas in the Projects' files within two (2) working days before each meeting date, and Consultant shall place meeting minutes in the Projects' files within two (2) working days after each meeting date.

- f) Schedule Management: Consultant shall monitor Contractor compliance with all schedule requirements contained in the contract documents. Consultant shall monitor and review Contractor's progress relative to Contractor's schedule. By consulting with CA, negotiating with Contractor and enforcing the requirements contained in the contract documents, Consultant shall minimize delays caused by issues including but not limited to right-of-way delays, utility work, CCOs, inclement weather, and unforeseen conditions. Consultant shall notify Contractor and CA when Contractor fails to keep pace with Contractor's schedule.

Deliverables: Consultant shall place all data and correspondence pertaining to schedule management in the Projects' files within five (5) working days of creating or receiving said data or correspondence. Consultant's monthly progress reports to CA as required by Article V, Progress Reports of Agreement for Services # AGMT 06-1327 shall include a narrative describing Contractor's progress relative to Contractor's proposed schedule. This narrative shall include a discussion of factors that have impacted or may impact Contractor's progress.

- g) Labor Compliance: Consultant shall ensure that Contractor submits certified payroll data in accordance with CA's directives, the current edition of the *Caltrans Construction Manual*, and the requirements contained in the contract documents. Consultant shall review certified payroll data for compliance with contract documents and State and Federal labor compliance regulations.

Deliverables: Consultant shall place all data and correspondence pertaining to labor compliance in the Projects' files within five (5) working days of creating or receiving said data or correspondence. Consultant shall check and place Contractor certified payroll submittals in the Projects' files within one (1) week of receipt from Contractor. Consultant shall notify Contractor of any certified payroll issues via email or letter within two (2) days of discovering the issues.

- h) Payment Recommendations: In accordance with the contract documents, CA's directives and the current edition of the *Caltrans Construction Manual*, Consultant shall generate monthly progress pay estimates to be used by County to pay Contractor. Consultant shall base the monthly progress pay estimates upon quantity calculation sheets developed by Consultant for each contract item that show the calculations, measurements, or estimates made to support payment. Consultant shall inform Contractor of quantities for each item being paid each month prior to Consultant finalizing the monthly progress pay estimates so that any disputes regarding the amount to be paid can be negotiated by Consultant and Contractor.

Deliverables: Consultant shall place all data and correspondence pertaining to payment recommendations in the Projects' files within five (5) working days of creating or receiving said data or correspondence. Consultant shall submit progress pay estimates to CA on or before the 22nd day of every month. If the 22nd falls on a weekend or a holiday, then Consultant shall submit the progress pay estimate to CA on the first working day thereafter. Consultant shall provide the format for the progress pay estimates to CA to review and approve prior to utilization. Consultant's monthly progress report to CA as required by Article V, Progress Reports of Agreement for Services # AGMT 06-1327 shall include a narrative that discusses the Projects' fiscal status, including but not limited to total amounts paid to date on contract items and CCOs, and an analysis of the Projects' contingency balances.

- i) Submittal Management: As submittals are received by Consultant from Contractor, Consultant shall enter the date received into a submittal log. The submittal log shall contain information for each submittal including but not limited to date received, submittal description, party responsible for review, response due date, actual response date, and submittal approval/rejection status. When Consultant is not responsible for submittal review, Consultant shall perform an initial review for submittal completeness and then forward the submittal to the party responsible for review of the submittal or return it to Contractor for modification and resubmittal. When Consultant is responsible for submittal review, Consultant shall review the submittal and respond in a timely manner consistent with the contract documents, CA's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: Consultant shall place all data pertaining to submittals (including but not limited to submittals, analysis data or calculations, correspondence, and a copy of the submittal log) in the Projects' files within five (5) working days of creating or receiving said data. Consultant shall review all Contractor submittals and when Consultant is responsible for submittal review, Consultant shall respond via email or letter (as appropriate) within the timeframes contained in the contract documents. When Consultant is not responsible for submittal review, Consultant shall perform an initial review for submittal completeness, log the submittal, and forward it to the party responsible for review of the submittal or return it to Contractor for modification and resubmittal within one (1) working day of receipt of the submittal from Contractor.

- j) RFIs: As RFIs are received by Consultant from Contractor, Consultant shall enter the date received into an RFI log. The RFI log shall contain information for each RFI including but not limited to date received, RFI description, party responsible for review, target response date, actual response date, and RFI open/closed status. When Consultant is not responsible for RFI review, Consultant shall perform an initial review for RFI clarity and completeness and then forward the RFI to the party responsible for review of the RFI or return it to Contractor for modification and resubmittal. When Consultant is responsible for RFI review, Consultant shall review RFI and respond to Contractor within five (5) working days of RFI receipt from Contractor.

Deliverables: Consultant shall place all data and correspondence pertaining to RFIs in the Projects' files within five (5) working days of creating or receiving said data or correspondence. Consultant shall review all Contractor RFIs and when Consultant is responsible for RFI review, Consultant shall respond to Contractor via email or letter (as appropriate) within five (5) working days of RFI receipt from Contractor. When Consultant is not responsible for RFI review, Consultant shall perform an initial review for RFI clarity and completeness, log the RFI, and forward it to the party responsible for review of the RFI or return it to Contractor for modification and resubmittal within one (1) working day of receipt of the RFI from Contractor.

- k) CCOs: When Consultant believes a CCO is warranted, Consultant shall discuss the situation with CA and obtain CA's written concurrence that the CCO is necessary. After receiving written concurrence from CA that a CCO is necessary, Consultant shall generate a CCO in accordance with the contract documents, CA's directives and the current edition of the *Caltrans Construction Manual*.

Deliverables: Consultant shall place each CCO and all data pertaining to CCOs (including but not limited to Contractor cost proposals, correspondence, cost analyses, and design information) in the Projects' files within five (5) working days of creating or receiving said data. Consultant shall email or hand deliver each CCO to Contractor for Contractor's signature within two (2) working days of receiving the required written concurrence described above. Consultant shall hand deliver the CCO and CCO transmittal memorandum to CA for County approval within two (2) working days of receiving signed CCOs back from Contractor.

- l) Notices of Potential Claim (NOPC): Consultant shall endeavor to resolve contractual issues at the lowest level possible through negotiations with Contractor. If it becomes

apparent that a NOPC may be filed, Consultant shall notify CA immediately. Consultant shall keep records of all NOPC-related data including but not limited to Daily Inspection Reports, letters, emails, written records of telephone conversations, and pictures in separate subcategories of file category 62 (in accordance with the current edition of the *Caltrans Construction Manual*) specific to each NOPC. Consultant shall require Contractor to comply with all requirements in the contract documents relative to NOPCs. Consultant shall log the status of all NOPC documentation received. All Consultant responses to Contractor regarding NOPCs shall be reviewed and approved by CA prior to transmittal to Contractor.

Deliverables: Consultant shall place all data and correspondence pertaining to NOPCs in the Projects' files within five (5) working days of creating or receiving said data or correspondence.

3) Construction Engineering

Consultant shall provide construction engineering services including but not limited to the following:

- a) Falsework review, analysis, and response to Contractor
- b) Shoring review, analysis, and response to Contractor
- c) Post tensioning elongation calculations
- d) Calculation, analysis, and review of temporary and finished elevations
- e) Development, analysis and review of revisions to contract documents for incorporation into CCOs
- f) Analysis of portland cement concrete and asphalt concrete mix designs

Deliverables: Consultant shall place all data, calculations, and correspondence pertaining to construction engineering in the Projects' files within five (5) working days of creating or receiving said data, calculations, or correspondence.

4) Construction Staking and Materials Testing

County shall provide construction staking and materials testing for the Projects. Consultant shall arrange for construction staking and materials testing services by requesting said services in writing to County via a form provided by County. Consultant shall ensure that Contractor requests construction staking or materials testing services in a manner such that Consultant can forward said requests to County in writing forty-eight (48) hours prior to Contractor needing said services.

Deliverables: Consultant shall place all data and correspondence pertaining to construction staking and materials testing services (including but not limited to staking notes and materials test results) in the Projects' files within five (5) working days of creating or receiving said data or correspondence.

5) Water Pollution Control

Consultant shall provide water pollution control services including but not limited to the following:

- a) Consultant shall monitor Contractor compliance with all water pollution control requirements contained in the contract documents.

- b) Consultant shall monitor Contractor compliance with Contractor's approved Storm Water Pollution Prevention Plan (SWPPP). Consultant shall ensure any updates to Contractor's approved SWPPP are submitted, reviewed, and approved in accordance with the requirements in the contract documents.
- c) Consultant shall perform inspections of Contractor's water pollution control measures deployed at the Projects' sites in accordance with the intervals described in the contract documents and before, during, and after rain events. Consultant shall coordinate inspections by State and Federal regulatory agencies at the Projects' sites whenever said agencies request inspections.
- d) Consultant shall sample surface runoff at points upstream from, within, and downstream from the Projects' sites in accordance with CA's directives and the requirements contained in the contract documents.
- e) Consultant shall provide immediate notification to CA if Contractor is not in compliance.

Deliverables: Consultant shall place all data and correspondence pertaining to water pollution control in the Projects' files within five (5) working days of creating or receiving said data or correspondence.

El Dorado County
 Department of Transportation
 Task Order Budget Form

AGMT # 06-1327 Construction Engineering & Construction Support Services
 Task Order # 06-1327-01-00

ITEMS OF WORK	PRIME CONTRACTOR STAFFING			TOTAL PRIME COST	SUBCONSULTANTS - IF APPLICABLE		TOTAL SUBCONSULTANT COST	TOTAL TASK ORDER COST
	Resident Engineer	Sr Construction Inspector	See Note Below		Insert Specific Subconsultant Name	Insert Specific Subconsultant Name		
LABOR RATE	\$ 141.08	\$ 116.52	\$ -					
1 Construction Inspection	148	385		\$ 65,740.04			\$ -	\$ 65,740.04
2 Construction Administration	945			\$ 133,320.60			\$ -	\$ 133,320.60
3 Construction Engineering	81			\$ 11,427.48			\$ -	\$ 11,427.48
4 Construction Staking and Materials Testing	81			\$ 11,427.48			\$ -	\$ 11,427.48
5 Water Pollution Control	95			\$ 13,402.60			\$ -	\$ 13,402.60
SUB-TOTAL HOURS	1350	385						
PRIME LABOR COST	\$ 190,458.00	\$ 44,860.20	\$ -	\$ 235,318.20			\$ -	\$ 235,318.20
Labor Related % Costs			0%					
PRIME DIRECT COST (Non-labor costs)			0%					
TOTAL PRIME COST BEFORE MARK UP				\$ 235,318.20				
SUBCONSULTANT MARK UP			0%					
TOTAL				\$ 235,318.20				
TOTAL NOT-TO-EXCEED COST				\$ 235,318.20			\$ -	\$ 235,318.20

1. If subconsultants are utilized, attach a schedule of specific subconsultant staff and billing rates (fee schedule)
2. The distribution of hours and expenses between staff and tasks are estimates only. This spreadsheet represents the composition of the total not-to-exceed budget for the project. In the performance of the scope of services to be provided in accordance with this budget, PB Americas, Inc. may request to reallocate the hours and expenses listed herein among personnel and among the various tasks identified herein, so long as the total not-to-exceed amount of the Task Order is not exceeded, and subject to Contract Administrator approval. In no event shall the not-to-exceed amount of this Task Order be exceeded.
3. The positions identified above are those anticipated to be required to perform the services contemplated under this Task Order. However, if the services to be performed require other expertise, PB Americas, Inc. may utilize any of the positions listed in Exhibit A from Agreement for Services # AGMT 06-1327, so long as the total not-to-exceed amount of the Task Order is not exceeded, and subject to Contract Administrator approval.

PB Americas, Inc.
Exhibit A
Rate Schedule

2007 - 2009 CONSTRUCTION ENGINEERING AND CONSTRUCTION SUPPORT SERVICES
EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION

March 1, 2007 - March 31, 2008			
Description	Regular Time Per Hour	Overtime Per Hour	Sunday/ Holiday Per Hour
Project Manager	\$ 187.50	\$ 187.50	\$ 187.50
Resident Engineer	\$ 135.00	\$ 135.00	\$ 135.00
Asst. Resident Engineer	\$ 116.50	\$ 116.50	\$ 116.50
Sr. Construction Inspector	\$ 111.50	\$ 111.50	\$ 111.50
Construction Inspector	\$ 106.50	\$ 106.50	\$ 106.50
Engineering Technician	\$ 90.00	\$ 90.00	\$ 90.00
Office Engineer	\$ 85.00	\$ 85.00	\$ 85.00

April 1, 2008 - April 9, 2009 (4.5% increase from previous rates)			
Description	Regular Time Per Hour	Overtime Per Hour	Sunday/ Holiday Per Hour
Project Manager	\$ 195.94	\$ 195.94	\$ 195.94
Resident Engineer	\$ 141.08	\$ 141.08	\$ 141.08
Asst. Resident Engineer	\$ 121.74	\$ 121.74	\$ 121.74
Sr. Construction Inspector	\$ 116.52	\$ 116.52	\$ 116.52
Construction Inspector	\$ 111.29	\$ 111.29	\$ 111.29
Engineering Technician	\$ 94.05	\$ 94.05	\$ 94.05
Office Engineer	\$ 88.83	\$ 88.83	\$ 88.83

Notes

- 1 Hourly rates include costs for computer, vehicle, and cell phone.
- 2 Subconsultant costs to be billed at actual cost plus 5%.
- 3 Inspection rates satisfy prevailing wage requirements.