Council Meeting of
December 20, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Award agreement for construction inspection services of the Curb, Gutter and Sidewalk Replacement Program, I-93 and Residential Sidewalk Ramping. Expenditure: $120,204.

RECOMMENDATION

Recommendation of the Public Works Director that City Council award a Consulting Services Agreement in the amount of $120,204 to Bureau Veritas North America, Inc. to perform construction inspection services for the Curb, Gutter and Sidewalk Replacement Program, I-93 and Residential Sidewalk Ramping.

Funding

Funding is available from CIP# I-93.

BACKGROUND

On November 22, 2011, Your Honorable Body awarded a Public Works Agreement to CJ Concrete Construction, Inc. to construct the Curb, Gutter and Sidewalk Replacement Program, I-93 and Residential Sidewalk Ramping (CDBG #601416-11) (B2011-35). The project provides for the installation of approximately 496 new ADA-compliant curb access ramps on all city streets south of Sepulveda Boulevard to the south city boundary. Construction will begin in February 2012.

Construction of the project will require full-time construction inspection services on 180 weekdays and on some Saturdays. City inspectors are not available due to a need to inspect other City and development projects.

ANALYSIS

In accordance with City policy, staff solicited a statement of qualifications (SOQs) from firms qualified to provide construction inspection services. Firms that responded are: AndersonPenna Partners, Inc., Bureau Veritas and KOA Corporation. Staff evaluated the SOQs for: project understanding; qualifications of proposed personnel;

availability and the firm's qualifications. Staff determined Bureau Veritas as the most qualified firm for this project and negotiated a fair and reasonable price.

Bureau Veritas has successfully performed construction inspection services for the City of Torrance (Torrance Blvd Rehabilitation, Sepulveda Blvd Rehabilitation, Artesia Boulevard Street Improvement, and several other projects). The proposed construction inspector for this project is the same inspector hired for other successfully completed projects. The proposed agreement will provide the required construction inspection services for this project in the amount of $120,204. Public Works engineering staff will perform construction management and administration.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By Craig Bilezerian
Engineering Manager

CONCUR:

Robert J. Beste
Public Works Director

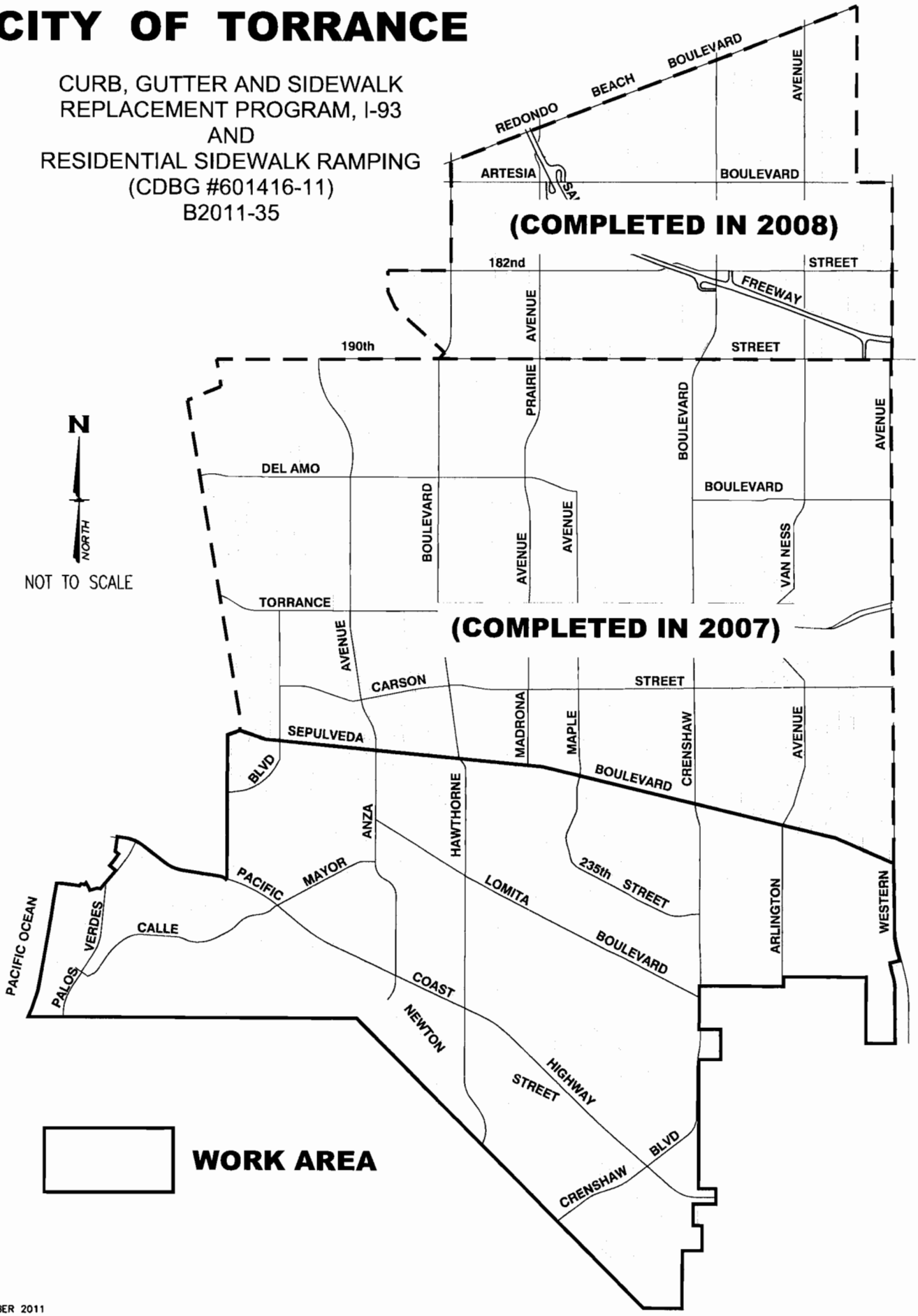
LeRoy J. Jackson
City Manager

Attachments: A. Project Location Map
B. Consulting Services Agreement – Bureau Veritas

ATTACHMENT A

CITY OF TORRANCE

CURB, GUTTER AND SIDEWALK
REPLACEMENT PROGRAM, I-93
AND
RESIDENTIAL SIDEWALK RAMPING
(CDBG #601416-11)
B2011-35



NOVEMBER 2011

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of December 20, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Bureau Veritas North America, Inc., a Delaware corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide construction inspection services for the CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11); B2011-35.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2012.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $120,204 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Steve Smith
Gary Heinbuch

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, including, without limitation those arising from the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply to the extent of CONSULTANT's contributing negligence, recklessness, or willful misconduct even in the event of concurrent negligence on the part of CITY, the City council, each member thereof, present and future, or its officers, agents and employees. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the concurrent negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the CITY's share of responsibility. CONSULTANT will be entitled in the event of a determination of CITY's responsibility to reimbursement of defense cots including but not limited to attorney's fees, expert fees and costs of litigation reflecting the CITY's proportionate share of such expenses.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	Bureau Veritas North America, Inc. 1181 California Avenue, Suite 202 Corona, CA 92881 Fax: (951) 493-1061
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a municipal corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:_____

Bureau Veritas North America, Inc.
a Delaware corporation

By:_____
Steve Smith
V.P. of Public Works Services

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

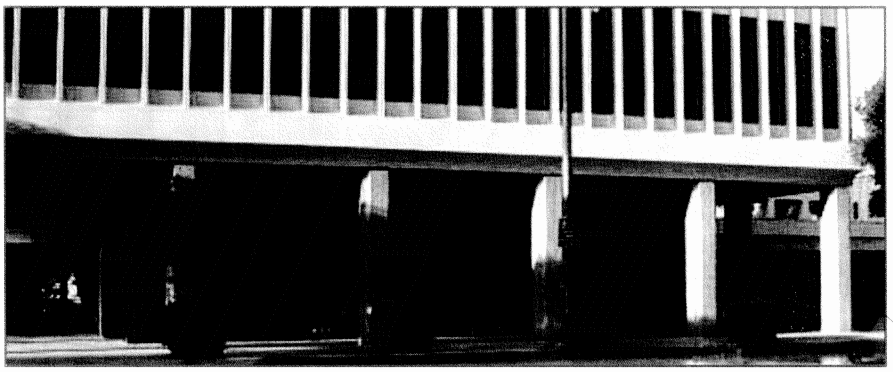
Revised: 10/29/2008

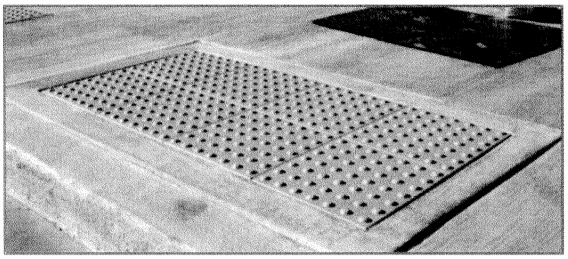
EXHIBIT A

SCOPE OF SERVICES

Proposal for

Construction Inspection for the Curb/Gutter /Sidewalk Replacement Program





November 1, 2011

Mr. Craig Bilezerian, P.E.
Engineering Manager
Department of Public Works
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

Bureau Veritas North America, Inc.
1565 MacArthur Boulevard
Costa Mesa, CA 92626
(714) 431-4142
www.us.bureauveritas.com

November 1, 2011

Mr. Craig Bilezerian, P.E.
Engineering Manager
Public Works Department
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

Subject: Construction Inspection for the Curb/Gutter/Sidewalk Replacement Program

Dear Mr. Bilezerian:

We appreciate the opportunity to submit our proposal to provide construction inspection services during your upcoming project to install approximately 500 new ADA-compliant curb ramps throughout the south part of Torrance. As one of the largest inspection-focused consulting firms in the country, with a 35+ year presence throughout California, Bureau Veritas can leverage a breadth of available and qualified staff who are located in our Corona, Costa Mesa, and San Diego offices.

We have had significant experience providing inspection during the construction of ADA-compliant projects throughout Southern California. Notably, Bureau Veritas provided inspection to the Orange County Transportation Authority during their project to bring numerous intersections up to ADA-compliant standards. This project extended into 15 cities throughout Orange County and included inspection of more than 1000 intersections.

Our staff, particularly our Lead Inspector, David Rau, has provided services both in the past and currently for the City of Torrance. Therefore, we are familiar not only with your municipality and the ways in which it is organized – we also already know the City of Torrance too, the details of its infrastructure and its overall organization. This familiarity means that we will not have any lead time. In addition, we will save the City money and time by being able to identify and to manage situations during the construction in which anomalies – that may not be immediately obvious to those not already familiar with the City – arise.

We look forward to continuing to work with the City of Torrance and providing the same high-quality services as we have to date. If you have any questions or require further clarifications, please do not hesitate to call me on my cell phone at (951) 840-5920.

Sincerely,

Gary Heinbuch
Project Manager

Bureau Veritas North America, Inc
1565 MacArthur Boulevard
Costa Mesa, CA 92626

Main: (714) 431-4142
Fax: (714) 825-0685
www.us.bureauveritas.com

David Rau

Lead Construction Inspector

- ✓ ***20+ Years of Experience as a Public Works Inspector***
- ✓ ***Extensive Experience Inspecting the Construction of ADA-Compliant Projects***
- ✓ ***Inspected 1000+ OCTA Intersections for ADA Compliance***

Education & Registration

AA Electro Mechanical Drawing, Orange Coast College, CA Water Utility Science (PW classes, Mathematics & Hydraulics), Santa Ana College, Santa Ana, CA
Grade II Water Treatment Operations
Grade II Water Treatment District Operator
Grade III Collective System Maintenance Back Flow Prevention Tester

Professional Summary

David has more than 20 years of experience in inspecting projects that involve residential roadways and infrastructure. He has worked as a Public Works inspector on various projects throughout Southern California. David has expertise in ADA-compliant curb and sidewalk projects and in maintaining compliance with City standards, Green Book regulations, and all applicable codes. Additionally, he is adept at public relations and has extensive experience coordinating among various groups, such as the City, the citizens, contractors, and developers.

Relevant Experience

OCTA Construction Inspection for ADA-Compliant Curb Ramps, Orange County, CA. Lead Inspector for the renovation and modification of more than 1000 intersections throughout the County to bring them up to ADA standards. Oversaw 3 other inspectors. The project included bus pads, removal and installation of sidewalk curb and gutter, landscape and irrigation, ramps, and some electrical work. The work extended into 15+ cities, requiring inspectors to coordinate the work with each city and to ensure compliance with the requirements of each, as well as to meet OCTA's established standards. Prior to construction, David reviewed utility relocation plans and construction schedules to ensure compatibility with respective project plans and construction schedules. Coordinated relocation of irrigation, catch basins, and drainage with all the impacted cities within Orange County.

PA8 and PA9 ADA-Compliant Curb Ramps, City of Irvine, CA. Inspector during the construction of ADA-compliant curb ramps and sidewalks during the development of Irvine. PA8 included Jamboree Road to Jeffrey Road. PA9 included all ramps and sidewalks from Interstate 5N to Portola Parkway, as well as Jamboree to Sand Canyon.

Pacific Coast Highway ADA-Compliant Curb Ramps, City of Seal Beach to City of San Clemente, CA. Inspector during the construction of ADA-compliant curb ramps along Pacific Coast Highway, including Sunset Beach, Laguna Beach, Huntington Beach, and Capistrano Beach.

Beach Boulevard ADA-Compliant Curb Ramps, City of Whittier, CA. Provided inspection for the introduction of ADA-compliant curb ramps between Pacific Coast Highway and Whittier Boulevard, which is approximately 20 miles.

ADA-Compliant Curb Ramps, City of Corona, CA. Public Works Inspector for various construction and maintenance projects. These included ADA-compliant curb ramps, gutters, sidewalks, water, sewer and drainage systems, street lights, traffic signals, and building improvements.

Citywide Street Rehabilitation Projects, City of Torrance, CA. Construction Inspector for street rehabilitation projects, including installation of standardized ADA-compliant curb ramps, water line, and utility relocation. Inspector for the Western Avenue Median Beautification project; the Wilson Park project, which was particularly challenging because the work had to be coordinated around the Farmers' Market's schedule, which occurred twice weekly; and the Torrance Police Department parking lot and adjacent streets project. This work included pavement grinding, re-pavement and asphalt pavement overlay, slurry seal, striping, traffic control scheduling, and community outreach for projects at various locations.

Citywide Slurry Seal Project, City of Torrance, CA. Provided inspection on slurry seal for various neighborhood streets and arterials throughout the City of Torrance. His services consisted of public outreach, contractor scheduling and completion, and managing ingress and egress issues through the pre-construction meeting to project close-out.

Residential Roadway Rehabilitation Project, City of Torrance, CA. Inspector for various roadway rehabilitation projects, involving residential homes, businesses, police department, fire department, and city hall. David sent out notifications and coordinated with the homeowners, business owners, and City for throughout this project. Due to his excellent service, David has been requested back by the City of Torrance for their inspection needs.

Various Infrastructure Projects, City of Laguna Hills, CA. Inspection of street maintenance, park and grading permitting projects. Prior to construction, reviewed utility relocation plans and construction schedule to ensure compatibility with project plans and construction schedule. Coordinated relocation of utilities. The following recent projects involved inspection of pavement rehabilitation; traffic signals, entry monuments, landscaping, and installation of join strips to existing pavement.

Various Projects, City of Indio, CA. As Inspector, David's construction knowledge and ability made him a key player in the Public Works inspection jobs throughout the City of Indio. His public relations skills also provided a valuable service to the City and citizens of Indio.

Various Projects, City of Irvine, CA. Inspector responsible for city plans, incorporating city standards, and ensuring Green Book compliance. Projects within the city included grading, sub-grade, curb and gutter, paving, storm drain, structures, compaction, erosion control, sidewalks, traffic control, and safety.

Hubell Technical Services Off-Site Inspection, City of Irvine, CA. David's ability to utilize city plans, incorporate city standards and ensure Green Book compliance made him an effective team player. His public relations skills were of great value to the city, developers and the citizens of Irvine. His code enforcement responsibilities included drainage complains, grading, leaf blowers, signs, banners and SWPPP where again public relations played a large role. Projects within the city included grading, sub-grade, curb and gutter, paving, storm drain, structures, compaction, erosion control, sidewalks, traffic control and safety.

Roadway Rehabilitation, City of Aliso Viejo, CA. Inspector in charge of oversight and coordination of all slurry seal work. All work was constructed to applicable plans, specifications, and standards; and he provided detailed and accurate documentation and closely communicating with City staff to promote project transparency.

OCTA

BOARD OF DIRECTORS

Peter Buffa
Chairman

Jerry Amante
Vice Chairman

Patricia Bates
Director

Art Brown
Director

Bill Campbell
Director

Carolyn V. Cavecche
Director

William J. Dalton
Director

Richard Dixon
Director

Paul G. Glaab
Director

Cathy Green
Director

Allan Mansoor
Director

John Moorlach
Director

Janet Nguyen
Director

Chris Norby
Director

Curt Pringle
Director

Miguel Pulido
Director

Gregory T. Winterbottom
Director

Cindy Quon
Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Arthur T. Leahy
Chief Executive Officer

March 3, 2009

Gary Heinbuch
Bureau Veritas North America, Inc.
1181 California Avenue, Suite 202
Corona, California 92881

Dear Gary,

This letter is to serve as a commendation to Mr. Dave Rau, Orange County Transportation Authority (OCTA) field representative, who was contracted through your firm to perform construction management duties on OCTA's Bus Stop Accessibility Program.

Over the past three years, Mr. Rau was leading the construction management duties of the program over which I had oversight for OCTA. His duties included close coordination with municipalities, addressing stakeholder's expectations, resolving field issues, overseeing construction contractors, and enforcing public safety.

Mr. Rau's performance and dedication to the project success are commendable. He takes pride in his work and ownership of every assignment entrusted to him, and can be relied upon to complete his assignment successfully. His ability to communicate and treat others, in the project team and stakeholders, with respect was also a factor in the successful completion of the program.

I would recommend Mr. Rau to anyone seeking professional field representation and enforcement of contract requirements during construction.

I can be contacted at (714) 560-5432 if there are questions about Mr. Rau.

Sincerely,

GBM

George B. Saba, PE
Project Manager
Orange County Transportation Authority
Development Division, Highway Project Delivery Department

Orange County Transportation Authority
550 South Main Street / P.O. Box 14184 / Orange / California 92863-1584 / (714) 560-OCTA (6282)

Chuck Dompier

Construction Inspector

- ✓ ***30+ Years of Public Works Construction Inspection Experience***
- ✓ ***Excellent Track Record in Multi-Agency and Community Outreach***
- ✓ ***Experience with Providing Inspection for ADA-Compliant Infrastructure Projects***

Education / Registration / Certification

Architectural Design Classes
Business Management Classes
American Public Works Association 2003 Certification
Greenbook, Regional Standards Training
SWPPP Certifications & Trainings

Professional Summary

Chuck has more than 30 years of experience in public works infrastructure construction and inspection, including ADA-compliant curb ramps, pavement construction, conventional and asphalt overlay, slurry seals, concrete structures, storm drain/sewer installation, grading, traffic signal installation, railroad crossings, striping, landscape and irrigation installation, reinforced concrete walls, and block walls. His background includes public works inspection, construction management, and construction supervision. He has expertise in change order processing, schedule tracking, community and multi-agency interface, and municipal bidding processes. Chuck's additional specialties include site traffic control and staging, work site safety, OSHA compliance, project client liaison, Federal and State agency funding requirements, and community outreach.

Relevant Experience

ADA-Compliant Curb Ramps, City of Lake Elsinore, CA. Inspector for new ADA-compliant curb ramps that were constructed in the five-mile area from Main Street to the Lakeshore and Riverside Drive intersection.

Wilson Park, City of Torrance, CA. Inspector during construction of a parking lot as part of a Capital Improvement Program. This included the Wilson Park project that entailed new ADA-compliant curb ramps, pavement grinding, re-pavement and asphalt pavement overlay, slurry seal, striping, traffic control scheduling, and community outreach.

Marblehead Coastal and Public Works Projects, City of San Clemente, CA. Construction Inspector for this high-profile project, including inspection for the new ADA-compliant curb ramps along both Pico Avenue and Vista Hermona. Marblehead Coastal residential comprises 313 developed home sites, a commercial site, two bridges, a main arterial, 28 retaining walls, and three holding basins. This project includes inspection of framework, mechanical systems, plumbing, underground utilities, sewer lines, fire sprinkler systems, and roofing materials. The project also involved earthwork, grading, drainage, a storm drain system, potable water, irrigation, and landscaping. The grading operation required moving over two million cubic yards of material. Chuck also provided inspection for the new bus stops on both Pico Avenue and Vista Hermona.

SANDAG Light Rail Transit Station Modifications, San Diego, CA. Inspector for raising 16 LRT station platforms from Old Town to Santee in order to accommodate new light rail vehicles. As a retrofit of existing active stations of various designs, this project required detailed coordination with the trolley operations division and the contractor. Chuck performed a key role in maintaining project continuity after the departure of the original SANDAG resident engineer. Chuck also provided inspection services to make sure all the curb ramps were ADA compliant.

I-15/Limonite Avenue Interchange, Riverside County Transportation Department, Riverside, CA. Resident Engineer for the widening of interchange ramps using asphalt overlay. Performed construction site traffic control and staging; took water samples and prepared the Stormwater Pollution Prevention Plan (SWPPP); oversaw grading, compacting, paving, and striping; added commuter lights and signalization at each ramp; added, abandoned, and relocated electrical conduits; constructed retaining walls; and interacted with Caltrans, Riverside County Transportation Department, County and State electrical signaling divisions, and utility agencies.

Citywide Roadway Improvements, City of Walnut Creek, CA. Construction Manager for citywide roadway improvements, including pavement rehabilitation, overlay, traffic loops, curb and gutter, sidewalk, and ADA ramps along main arterials and residential streets.

Park Road Roadway Improvements, City of Benicia, CA. Construction Manager for roadway improvements along Park Road between Adams Street and Oak Road. Improvements included an asphalt concrete overlay of the entire project limit, dig out and repair of approximately 2,500 square feet of pavement, drainage improvements, slope stability, and safety improvements. The project was funded through the State Transportation Improvement Program.

On-Call Roadway and Sidewalk Reconstruction, Contra Costa County, CA. Construction Manager for four separate roadway reconstruction and sidewalk improvement projects. A $5 million overlay and street reconstruction project throughout Contra Costa County used rubberized asphalt concrete, requiring extensive oversight during placement. Oversaw two Pubic Works Inspectors and an Engineering Technician for the inspection, utility coordination, construction cost analysis, preparation and review of change orders, review of traffic control plans, and public relations with local residents.

Roadway Improvements, City of Mill Valley, CA. Construction Manager for frontage road overlay work, including installation of curbs and gutters, culvert system, and 1-1/2 miles of asphalt overlay.

Mill Valley Road Rehabilitation, City of Mill Valley, CA. Construction Manager for repair to 28 existing city streets, including grinding of high spots, refilling of cracks, and removal and replacement of bad sections of roadway.

Various Roadway Improvements, City of Mount Vernon, WA. Construction Manager for the Kincaid Street Improvements and 3rd Street Realignment. The project included Kincaid Street (SR 536) widening and roadway improvements from 3rd Street to I-5; Kincaid Street improvements from 1st Street to 3rd Street; realignment of 3rd Street from Broadway to Kincaid Street and the improvements of 3rd Street (SR536) from Kincaid Street to the Skagit River Bridge. Road improvements consist of grading; revising storm drain system; upgrading water mains; pipe bursting sewer mains; upgrading signals; replacing signal loops; boring casing under railroad tracks; and constructing cement concrete curb, gutter and sidewalk.

Roger Hungerford

Construction Inspector

- ✓ ***30 Years of Infrastructure Construction Inspection Experience***
- ✓ ***ADA Compliance Expertise***
- ✓ ***Extensive Inspection Experience with Southern California Agencies***
- ✓ ***Specializes in the Inspection of Pavement and Concrete Structures***

Certifications

SWPPP Certification & Training

Professional Summary

Roger has over 30 years of experience in public works infrastructure construction, including 15+ years inspecting infrastructure projects, such as pavement construction, rehabilitation, conventional and asphalt overlay, slurry seals, concrete structures, storm drain installation, sewer and water installation, slope cuts, and grading. He has overseen numerous paving crews and possesses excellent interpersonal skills.

Additional Relevant Experience

Citywide Street Maintenance Project, City of Laguna Hills, CA. Inspector for curb and gutter repair, installation of handicap ramps at various locations, cold planning and resurfacing of streets and slurry seal. Roger maintained compliance with all laws, plans, and specifications in accordance with the project scope of work.

Pacific Park Drive Rehabilitation, City of Aliso Viejo, CA. Provided construction inspection during the rehabilitation of Pacific Park Drive, from Cheyenne to Aliso Viejo Parkway. This project included grinding the existing asphalt pavement (35,500 sf), placing ARHM pavement (3,100 tons), installing 35 traffic loops, thermoplastic striping and markings, ADA-compliant ramps, traffic control, and raising manholes and utility valve covers.

Residential Pavement Rehabilitation, City of Aliso Viejo, CA. Inspector in charge of oversight and coordination of all slurry seal work. All work will be constructed to applicable plans, specifications, and standards. This project also included traffic control because roads were reduced to single lanes and various intersections were temporarily closed.

Infrastructure Projects, Various Orange County Cities/Developments, CA. Construction Superintendent coordinating inspection of asphalt overlay and all types of infrastructure projects with major developments as well as developer-funded and led public works projects for municipalities. Prepared subgrade and inspected grade for placement of rock base for concrete, catch basins, curbs, sidewalks, asphalt and storm drains. Coordinated and inspected work in Rancho Santa Margarita, San Clemente, Foothill Ranch, and Ladera Ranch.

Infrastructure Projects, Inland Empire Cities/Developments, CA. Construction Superintendent coordinating inspection of all underground utilities (wet and dry); scheduling and inspection of storm drains, catch basins, curb and gutter, asphalt paving and overlays, block walls, retaining walls, and concrete flat work for drainage, workmanship, and code specifications. Many of these projects were completed under a compressed timeframe and required coordination with the Cities of Rancho Cucamonga, Fontana, and San Bernardino.

Phillips Trunk Sewer, City of Pomona, CA. Inspector during installation of approximately 11,000 linear feet of 42-inch diameter trunk sewer. The line delivers 40 cubic feet per second for the Los Angeles County Sanitation District's Humane Water Reclamation Plant. Coordinated the

design of the sewer line with the City of Pomona, Los Angeles County Department of Public Works, Caltrans, and the Los Angeles County Sanitation District standards. The project also included three inverted siphons and a 180-foot jack and bore under State Route 71. We worked closely with all of the reviewing and permitting agencies from the initial project stages to ensure that concerns were addressed and requirements met. We also coordinated with City of Pomona consultants who were designing a lift station and a lateral to the pump line. To meet the schedule constraints imposed on the project due to funding requirements, the project was fast-tracked to go from notice-to-proceed for design to construction bid opening within a nine week time frame.

Fee Proposal

The proposed not-to exceed fee is for full time inspection services for a period of 170 working days, and for attendance at the pre-construction meeting and the project close-out. Bureau Veritas staff will work only the necessary hours to provide full inspection services and will work concurrently with the contactor's project schedule to maintain timeframes and costs. The fee also covers transportation to and from the project, all mileage, tools, equipment, and communication.

Staff	Hourly Rate	Hours	Amount
Inspector	$83.50**	1360	$113,560
Meetings			
Pre-con meeting	$83.50**	4	$334
Project close out	$83.50**	16	$1336
TOTAL		**1380**	**$115,230**

** The hourly billing rate is $83.50. Any hours above 8 hours per day will be billed at 1½ times the billing rate ($125.25). Any Saturday work will be billed at 1½ times the billing rate ($125.25). Any Sunday work will be billed at 2 times the billing rate ($167.00).

This is a Not-to-Exceed fee. Only following approval from the City will Bureau Veritas spend time on the project and charge accordingly. Our hours run parallel to the need of the project, dependent upon the contractor's performance during the construction work. This proposal covers the entire project within the specified timeframe.

Professional Reimbursement:

The hourly billing rates include the cost of salaries of Bureau Veritas employees, plus sick leave, vacation, holiday, and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S Department of Labor will be compensated at 1½ times salary, as per state and federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective December 1, 2011 through December 1, 2012, and will be adjusted thereafter.

SEE NEXT PAGE FOR REVISED FEES

Fee Proposal

The proposed not-to exceed fee is for full time inspection services for a period of 170 working days, and for attendance at the pre-construction meeting and the project close-out. Bureau Veritas staff will work only the necessary hours to provide full inspection services and will work concurrently with the contactor's project schedule to maintain timeframes and costs. The fee also covers transportation to and from the project, all mileage, tools, equipment, and communication.

Staff	Hourly Rate	Hours	Amount
Inspector	$81.00**	1360	$110,160
Meetings			
Pre-con meeting	$81.00**	4	$324
Project close out	$81.00**	16	$1296
TOTAL		**1380**	**$111,780**

** The hourly billing rate is $81.00. Any hours above 8 hours per day will be billed at 1½ times the billing rate ($121.50). Any Saturday work will be billed at 1½ times the billing rate ($121.50). Any Sunday work will be billed at 2 times the billing rate ($162.00).

This is a Not-to-Exceed fee. Only following approval from the City will Bureau Veritas spend time on the project and charge accordingly. Our hours run parallel to the need of the project, dependent upon the contractor's performance during the construction work. This proposal covers the entire project within the specified timeframe.

Professional Reimbursement:

The hourly billing rates include the cost of salaries of Bureau Veritas employees, plus sick leave, vacation, holiday, and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as "non-exempt" by the U.S Department of Labor will be compensated at 1½ times salary, as per state and federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective December 1, 2011 through December 1, 2012, and will be adjusted thereafter.

THIS PAGE SUPERCEDES THE PREVIOUS PAGE.

EXHIBIT B

COMPENSATION SCHEDULE

Exhibit B

CURB, GUTTER & SIDEWALK REPLACEMENT PROGRAM, I-93 and RESIDENTIAL SIDEWALK RAMPING (CDBG #601416-11); B2011-35

COMPENSATION SCHEDULE for BUREAU VERITAS - INSPECTION SERVICES

Title/Decription of Services	Rate	Hours	Total
Inspector: Attend pre-construction meeting	$ 81.00	8	$ 648.00
Inspector: Full-time construction inspection for 180 working days @ 8hrs/day	$ 81.00	1440	$ 116,640.00
Inspector: anticipated overtime hours	$ 121.50	24	$ 2,916.00
TOTAL OF AGREEMENT:			**$ 120,204.00**

All hours are estimated by the City. BV will be paid only for actual hours worked; however, the total amount to be paid will not exceed the "Total of Agreement", unless otherwise authorized.

NOTE: THIS DOCUMENT WAS PREPARED BY THE PUBLIC WORKS DEPARTMENT AND SUPPLEMENTS THE FEE SCHEDULE INCLUDED IN THE STATEMENT OF QUALIFICATIONS FOR BV.