

Council Meeting of  
December 19, 2006

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

**Members of the Council:**

**SUBJECT: Public Works - Award of Amendment #1 for continuation of construction inspection services for the North Torrance Residential Street Rehabilitation, I-5 and Kent/Galva Street Rehabilitation & Water Main Replacement, I-5/I-88. Expenditure: \$29,520**

**RECOMMENDATION**

The Public Works Director recommends that the City Council approve Amendment #1 in the amount of \$29,520 to Contract Services Agreement C2006-091 with Bureau Veritas/Berryman & Henigar, Inc. to continue construction inspection services for the North Torrance Residential Street Rehabilitation, I-5 and Kent/Galva Street Rehabilitation & Water Main Replacement, I-5/I-88 (B2006-12). The new not-to-exceed amount is increased from \$79,080 to \$108,600.

**Funding**

Funding is available from the I-5 Residential Street Rehabilitation Project.

**BACKGROUND AND ANALYSIS**

On June 13, 2006, Council awarded a Contract Services Agreement (Attachment A: C2006-091) to Bureau Veritas/Berryman & Henigar, Inc. to perform construction inspection services for the North Torrance Residential Street Rehabilitation, I-5 and Kent/Galva Street Rehabilitation & Water Main Replacement, I-5/I-88; B2006-12. Construction began in July and is ongoing. Improvements include installation of new water mains, replacement of damaged curbs, gutters, sidewalk and driveway approaches, pavement rehabilitation, slurry sealing, and removal and replacement of parkway trees.

It was anticipated that construction would be completed in December 2006. However, additional work has been added to the construction contract by the approval of two change orders. As a result, more time is needed to complete the work and the work will require full time construction inspection services. Furthermore, the City's

contractor must wait to repair one of the residential streets because of ongoing construction of a private residence. The private residence is located on 231<sup>st</sup> Street, west of Kent Avenue, and is within the City's project limits. In January 2007 there will be several heavy trucks delivering concrete to the private residence. It has been determined that it is best to delay the repair of 231<sup>st</sup> Street until after the heavy truck traffic delivers the concrete material.

It is anticipated that an additional two months is needed to complete all construction. The proposed Amendment (Attachment B) will provide the continuation of construction inspection services through February 2007.

It is anticipated that construction will be completed by February 2007.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

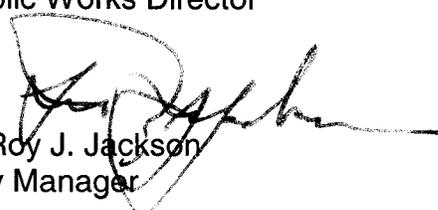


By Craig Bilezerian  
Project Manager

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachments: A. Contract Services Agreement – Bureau Veritas/Berryman & Henigar  
B. First Amendment– Bureau Veritas/Berryman & Henigar

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of June 13, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Bureau Veritas/Berryman & Henigar, Inc., a Nevada corporation ("CONTRACTOR").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide construction inspection services for the North Torrance Residential Street Rehabilitation, I-5 and Kent/Galva Street Rehabilitation and Water Main replacement, I-5/I-88; B2006-12.
- B. CONTRACTOR represents that it is qualified to perform those services.

### AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR 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 June 30, 2007.

3. **COMPENSATION**

A. **CONTRACTOR's Fee.**

For services rendered pursuant to this Agreement, CONTRACTOR 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 CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$79,080.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. **Schedule of Payment.**

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid 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 invoice.

C2006-091

#### 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (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 CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

**7. CITY REPRESENTATIVE**

Robert J. Beste 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 CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

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

George Wentz, Regional Chief Executive  
Tim D'Zmura, Senior Vice President

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (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, CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

**13. CARE OF WORK**

CONTRACTOR 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. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR 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. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, pay for cost of defense, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, 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 CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by CONTRACTOR's negligence, 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, except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

## 17. INSURANCE

- A. CONTRACTOR and its subcontractors 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, \$500,000 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. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, 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. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, 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

Insurance 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

CONTRACTOR 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 CONTRACTOR 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.



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**

CONTRACTOR 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. **CONTRACTOR'S AUTHORITY TO EXECUTE**

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

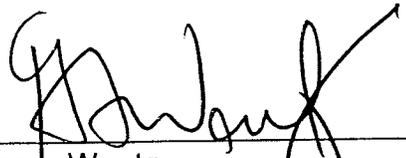
(iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE  
a Municipal Corporation

Bureau Veritas/Berryman & Henigar,  
Inc.  
a Nevada corporation



FRANK SCOTTO, City Mayor

By: 

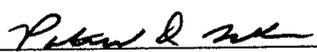
George Wentz  
Regional Chief Executive

ATTEST:



Sue Herbers  
City Clerk

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

By: 

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      1/30/01

**EXHIBIT A**  
**SCOPE OF SERVICES**



**BUREAU  
VERITAS**

**RECEIVED**

April 20, 2006

**Berryman & Henigar** APR 26 2006

**PROPOSAL LETTER** Public Works Department

Mr. Craig Bilezarian  
Project Manager  
**CITY OF TORRANCE**  
20500 Madrona Avenue  
Torrance, CA 90503

**Subject : NORTH TORRANCE RESIDENTIAL STREET REHABILITATION, I-5 AND  
KENT/GALVA STREET REHABILITATION & WATER MAIN  
REPLACEMENT, I-5/I-89; B2006-12**

Dear Mr. Bilezarian:

*Bureau Veritas/Berryman & Henigar* appreciates the opportunity to submit this proposal to provide the above-referenced services to the City of Torrance. We understand that we are to provide inspection for the North Torrance Residential Street Rehabilitation, I-5 and Kent/Galva Street Rehabilitation and Water Main Replacement, I-5/I-89; B2006-12. Our Inspector, Mr. Ron Katayama will monitor the progress of these elements to assure compliance with the applicable laws, regulations, plans, and specifications in accordance with the following scope of work:

**SCOPE OF WORK**

- Familiarization with and review of contract documents.
- Monitoring compliance with plans and specifications.
- Participation in pre-construction meetings and attendance of other meetings and conferences as required.
- Preparation of daily inspection reports.
- Review and recommendations in the processing of payment requests.
- Assistance and recommendations in the processing of change orders.
- Coordination with contractor, City staff, etc.
- Meet with contractor, as necessary, and review proposed work plan.
- Review contractor performance, as required, and discuss discrepancies as they occur.

**SCOPE OF WORK (CONTINUED)**

2001 East First Street  
Santa Ana, CA 92705-4020  
Tel: (714) 568-7300  
Fax: (714) 836-5906  
[www.us.bureauveritas.com](http://www.us.bureauveritas.com)

• Fax (714) 667-1071  
cell (714)313-1602 [george.wentz@us.bureauveritas.com](mailto:george.wentz@us.bureauveritas.com)  
An Equal Opportunity Employer

Mr. Craig Bilezarian  
Project Manager  
April 20, 2006  
Page 2

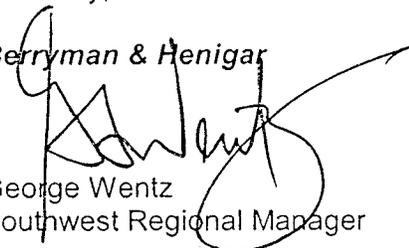
### SCOPE OF WORK (CONTINUED)

- Develop "Punch List" items.
- Review items requiring corrective action with contractor and City and monitor corrections made.
- Serve as general liaison between contractor and City.

We have developed a rate of \$82.00 per hour for Construction Management and Inspection Services on this project and if overtime is required we will bill at the regular time and a half rate: The rate as indicated is based on 8 hours per day for the construction duration. Invoicing of fees will be based on the level of effort actually required to properly administer and inspect the project.

We thank you for the continued opportunity to provide construction inspection and contract administration services to the City of Torrance. Please feel free to contact me with any questions or concerns at (714) 568-7300.

Sincerely,

*Berryman & Henigar*  
  
George Wentz  
Southwest Regional Manager

Authorization to Proceed:

\_\_\_\_\_  
Craig Bilezarian, Project Manager

\_\_\_\_\_  
Date

**RONALD KATAYAMA*****Project Construction Manager and Inspector******Registrations/Certifications***

- Public Works Inspector
- Grading
- Pavement
- Underground
- Cal OSHA Compliance Training
- Traffic Control Seminar
- AC Pavement

***RELEVANT EXPERIENCE***

Ronald Katayama has over 12 years of construction inspection and over 17 years of construction experience. He has supervised the installation of electrical main backbone, "Opticon" emergency vehicle pre-emption system, video detectors, removal and replacement of traffic signals, traffic controllers and irrigations systems. He has also been responsible for underground rough to finish, curb and gutter, culverts and roadway surfacing, and is familiar with irrigation and landscape construction. He has reviewed grade-checking, rough grading (cut & fill) to balance on importing of soil to the site. Mr. Katayama has also supervised the construction and inspected projects for the installation of sanitary sewer lines, storm drains and water facilities.

Ron is a talented and hardworking individual dedicated to the success of the organization. Mr. Katayama attends evening classes at a Junior College where he studies inspection of rubberized asphalt concrete and traffic safety.

**Public Works Inspector, City of San Clemente, CA.** Ron is providing public works inspection throughout the City of San Clemente. The project encompasses inspection of off-site connections of sewer, water, and gas in 12-15 sub-divisions. He is responsible to observe installation of interconnect cable throughout the city, inspection and approval of installation of offsite sewer and storm drain catch basins, and culverts, city walks, and curb and gutter. Ron is also responsible for finalizing tract, organizing punch list items for removal and replacement of curb and gutter, street, asphalt, and assist contractor and developer in obtaining City acceptance.

**Public Works, Construction Manager and Inspector, City of Torrance CA.** Ron provided the Construction Management and Inspection services for the City's Curb, Gutter and Sidewalk replacement Program. This entailed removal and replacement of sidewalk, driveway, and curb and gutter to eliminate potential lawsuits to the City due to tripping hazards, standing water, and the installation of 75 handicapped access ramps including detectible surfaces. Ron was requested by the City due to the quality of his work and the relationships he cultivated.

**Public Works Construction Manager and Inspector, City of Culver City, CA.** Mr. Katayama provided the Construction Management and Inspection services for the Traffic Video Surveillance/Traffic Flow Monitoring Project for the City. This involved connecting 11 cameras located at 11 intersections to the City Hall Traffic Engineer's office, the Emergency Operations Center, the Police Station and the City Traffic Signal Repair office. The work included the installation of the field infrastructure for the closed circuit video equipment, electrical equipment, conduit, grounding and other traffic signal related equipment.

**RONALD KATAYAMA*****Project Construction Manager and Inspector***

**Public Works Inspector, Artesia Landscape Medians, City of Torrance, CA.** Mr. Katayama has been the inspector on the Artesia Landscape Median Project which is an extension of the Artesia Boulevard Street Improvement project with the additional Video and Landscape elements. The "Opticon" Emergency Vehicle pre-emption system was installed along this boulevard with video detectors, cable from the detectors to the controllers and cameras. Traffic signals were removed and replaced with new, also traffic controllers, and conduit for median up-lights and receptacles. Additionally "interconnect cables" were installed for all traffic signals. The project also included the removal of existing asphalt and sub-grade, compaction of sub-grade and CAB asphalt. Installation of new irrigation, sleeving for main line and laterals with Point of Connection to re-claimed water. Removal and installation of curb and gutter, sidewalk, and curb median islands. Installation of storm drains and 4 catch basins were installed to 42-36 storm drain pipe. The storm drain pipe connected to the L.A. County System. New irrigation controllers and traffic controllers were also installed.

**Public Works Inspector, Artesia Boulevard Street Improvements, City of Torrance, CA**

Mr. Katayama has performed as the public works observer on the Artesia Boulevard Street Improvements which encompasses serving as the City's representative and liaison with the Contractor during the construction phase of the project, conduct daily observation of the work in progress, ability to immediately recognize if the work in progress conforms to the contract requirements, anticipation of potential problems, recognize unacceptable work in the early stages and report it to the Contractor. He also prepares Daily Work Reports, reviews Contractor's Certified Payroll and conducts interviews with the Contractor workforce, performs duties, including administrative, associated with Federal Labor Compliance requirements, monitor DBE workforce, review contract closeout items, conduct pre-final inspection and prepare the associated Punch List documenting incomplete or corrective work and then conduct final inspection to verify that all items on the Punch list have been completed or corrected and make recommendations to the City concerning acceptance.

Mr. Katayama has served as a public works observer on a number of municipal public works projects in Los Angeles and Orange County including the following specific projects:

- City of San Gabriel, Kendall Street Rehabilitation and Storm Drain Improvements.
  - 36" RCP & 18" RCP
  - catch basins
- Various Slurry Projects/Crack Seal projects within Los Angeles County
- City of San Gabriel, Smith Park including grading, restroom construction and street rehabilitation.
  - grading
  - construction of retaining walls, walkways & stamped concrete
- Construction Plan Review
- City of San Gabriel, CDBG Street Rehabilitation St. Improvements – Wells St.
- City of San Gabriel, 1999-00 CDBG St. Improvements
- City of San Gabriel, St. Rehabilitation – Elm & San Marino Ave.
- City of San Gabriel, 2001 CDBG St. Improvements Del Mar Ave.
- City of San Gabriel, 2001 – 2002 – Millennium Miles I
- City of San Gabriel, 2002 – 2003 – Millennium Miles II
- City of San Gabriel, 2002 – 2003 – Millennium Miles III
  - sidewalks; curb & gutter, cross gutters,

- handicapped ramps
- pulverization of existing AC – use as CMB on site
- complete reconstruction of paving
- cold mill AC
- pavement reinforcement fabric
- rubberized asphalt concrete
- City of La Palma, Valley View Street Rehabilitation & Install of Traffic Signal
  - signals, lights and electrical system
  - complete reconstruction of pavement
- City of Lawndale, 154 Street Rehabilitation
- City of Lawndale, 2002 – 152<sup>nd</sup> St. & 164<sup>th</sup> St. Rehabilitation
  - cold mill
  - construction – sidewalks, curb & gutter, cross gutters, handicapped ramps
  - rubberized asphalt concrete
- City of Villa Park, Slurry Seal
  - crack sealing

**Superintendent - Belaire-West Landscape, Inc.****Terra-Cal Construction, Inc.****Bld. Development Inc.**

Mr. Katayama's duties as a superintendent were to:

- Supervise, construct and schedule the survey crew, grade check, rough grading (cut & fill) to balance or importing of soil.
- Install sanitary sewer lines, storm drain and domestic water lines.
- Supervise and direct the installation of electrical, underground rough to finish, curb and gutter, culverts and roadway surfacing along with all irrigation and landscaping.
- Supervise and schedule the grading of foundation pads, retaining walls, construction of foundations, framing, rough plumbing, electrical and water to completion.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**NORTH TORRANCE RESIDENTIAL STREET REHABILITATION, I-5 &  
KENT/GALVA STREET REHABILITATION & WATER MAIN REPLACEMENT,  
I-5/I-88**

**COMPENSATION SCHEDULE for BERRYMAN & HENIGAR  
CONSTRUCTION INSPECTION SERVICES**

<b>PRE-CONSTRUCTION CONFERENCE</b>	\$ 360.00
<b>CONSTRUCTION PHASE</b> <b>WEEKDAYS</b> Perform construction inspection for 120 working days. (8 hr/day @ \$82/hr)	\$ 78,720.00
<b>TOTAL OF AGREEMENT:</b>	\$ 79,080.00

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement C2006-091 is made and entered into as of \_\_\_\_\_, 2006, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and Bureau Veritas/Berryman & Henigar, Inc., a Nevada corporation ("CONSULTANT").

### RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on June 13, 2006, whereby CONSULTANT agreed to provide the services listed in the Scope of Services attached as Exhibit A to the original agreement. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- B. CITY wishes to continue construction inspection services provided for in the Agreement in accordance with, and attached as, Exhibit A. The additional work will cost an additional \$29,520.
- C. CITY wishes to increase the Agreement sum from \$79,080, to \$108,600 an increase of \$29,520, to complete the additional work.

### AGREEMENT:

1. Paragraph 3, subparagraph A, entitled CONSULTANT'S Fee, is amended to read in its entirety as follows:

"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 Exhibits B and B-1, 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 \$108,600 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

2. Exhibit B-1, entitled Compensation Schedule, is incorporated into the Agreement.

3. In all other respects, the Agreement dated June 13, 2006 between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
A Municipal Corporation

Bureau Veritas/Berryman & Henigar,  
a Nevada corporation

By \_\_\_\_\_  
Frank Scotto, Mayor

By \_\_\_\_\_  
K. Dennis Klingelhofer  
Regional Chief Executive

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By \_\_\_\_\_

Attachment: Exhibit B-1 Compensation Schedule

**EXHIBIT B-1**  
**COMPENSATION SCHEDULE**

**NORTH TORRANCE RESIDENTIAL ST REHABILITATION, I-5 & KENT/GALVA ST  
REHABILITATION & WATER MAIN REPLACEMENT, I-5/I-88**

**COMPENSATION SCHEDULE for BERRYMAN & HENIGAR  
CONTINUED CONSTRUCTION INSPECTION SERVICES**

<b>CONSTRUCTION PHASE</b>	
<b>WEEKDAYS</b>	
Continue construction inspection for an additional 45 working days. (8 hr/day @ \$82/hr)	\$ 29,520.00
<b>TOTAL OF AMENDMENT:</b>	<b>\$ 29,520.00</b>