

Council Meeting of  
October 5, 2010

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

Members of the Council:

**SUBJECT: Public Works – Approve Amendment to Consulting Services Agreement to provide additional Design and Inspection Services for the Wilson Park Parking Lot Rehabilitation, FEAP 741. Expenditure: \$10,704**

### **RECOMMENDATION**

Recommendation of the Public Works Director that the City Council approve an Amendment to Consulting Services Agreement C2010-090 with Bureau Veritas North America, Inc. to increase the amount from \$20,724 to \$31,428 (an increase of \$10,704) to provide additional design and inspection services for the Wilson Park Parking Lot Rehabilitation, FEAP 741.

### **Funding**

Funding is available from the Wilson Park Parking Lot Rehabilitation, FEAP 741.

### **BACKGROUND AND ANALYSIS**

Staff originally intended to design, bid and build the improvements of the main parking lot for Wilson Park, Lot B, and the back lot, Lot D, before the 2010 Fourth of July celebration. To meet this aggressive schedule, staff sought out the services of Bureau Veritas North America, Inc. to perform the design and inspection of the slurry seal for Wilson Park. The Consulting Services Agreement (C2010-090) for these services was awarded by Your Honorable Body on May 4, 2010. However, during the analysis and design phase, the need to encompass a more complete parking lot rehabilitation became apparent. The first discovery that impacted the design was the fact that the existing number of handicapped spaces were not in compliance with the current minimum requirements of the Americans with Disabilities Act ("ADA"). Adding more spaces required having appropriate access to compliant ramps from each space. This affected the striping layout and signage to accommodate proper access from each space to a handicapped accessible ramp, and also the reconstruction of ramps to meet the slope requirement according to ADA standards.

There were also drainage improvements made in the design which will preserve the proposed pavement rehabilitation for a longer period of time. Instead of water ponding on the asphalt surface of the parking lot, water will be channeled into concrete gutters, to minimize the water's deleterious effects to the asphalt pavement. It will also decrease the maintenance efforts for repairs in years to come.

The final issue that expanded the original scope of design work was learned through the coordination meetings held with the Community Services Department. The area south of the

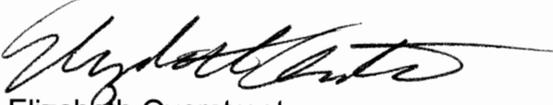
main parking lot, Lot B, has exposed rebar and concrete on the ground adjacent to the parking lot. This was identified by the City's Risk Management Department as an area of concern, so a design to clean-up and re-grade this area was also included in the plans.

Consequently, additional man-hours were needed to incorporate all of the design enhancements to accommodate ADA standards, improve drainage, and to clean-up and re-grade the area south of Lot B. This increased the design fee by \$8,744, which is within the department head's spending authority. Because the contract was for design and inspection services, funds were available in the existing contract to cover the additional man-hours needed during the design phase. Therefore, staff incorporated the above changes to the design and subsequently delayed construction until after the Fourth of July Celebration at Wilson Park in order to provide a more complete design to rehabilitate the parking lots.

Construction is anticipated to begin by the end of October 2010 and inspection services will be needed to oversee the construction. The remaining balance left in the contract is \$8,744 less than what is expected to complete inspection on the project. Additionally, due to the design enhancements, it is anticipated that an additional \$1,960 will be needed to provide another 20 man-hours of inspection services. Bureau Veritas North America, Inc. proposes to complete the work for an amount not-to-exceed \$10,704. Therefore, the Amendment (Attachment A) increases the Agreement from \$20,724 to \$31,428 (an increase of \$10,704) to provide additional design and inspection services. Because the cumulative total of the existing contracts with Bureau Veritas plus the amended amount in this contract for this fiscal year exceeds the City Manager's spending authority of up to \$39,999, approval to amend the contract is requested in the amount of \$10,704 for this work. Funding is available from the Wilson Park Parking Lot Rehabilitation, FEAP 741. There are no other changes proposed to the Agreement.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

By   
Elizabeth Overstreet  
Engineering Manager

CONCUR:

  
Robert J. Beste  
Public Works Director

  
LeRoy J. Jackson  
City Manager

Attachments: A: First Amendment (C2010-090)  
B: Consulting Services Agreement (C2010-090)

## FIRST AMENDMENT TO AGREEMENT C2010-090

This First Amendment to Agreement C2010-090 is made and entered into as of \_\_\_\_\_, by and between the City of Torrance ("CITY"), a municipal corporation, and Bureau Veritas North America, Inc., a Delaware corporation ("CONSULTANT").

### **RECITALS:**

- A. CITY and CONSULTANT entered into an agreement on May 4, 2010, whereby CONSULTANT agreed to provide design and inspection services for the Wilson Park Parking Lot Rehabilitation in order to complete construction prior to the CITY'S Fourth of July Celebration.
- B. CONSULTANT submitted a proposal and estimate to include additional design services on May 25, 2010 for an added cost of \$8,744, which is within the department head's spending authority, to include drainage improvements such as the addition of gutters and cross-gutters to preserve the proposed pavement repairs for as long as possible. It also provided for proper paths and signage to comply with the current requirements of the American with Disabilities Act (ADA), and to add additional ADA stalls to the parking lots to comply with the City's Municipal Code. The proposed additional work also provided for the demolition and re-grading of the area adjacent to the south side of Lot 'B' in order to provide a surface clear of exposed rebar and broken concrete.
- C. CITY decided to incorporate the above changes to the design and subsequently delayed construction until after the Fourth of July Celebration at Wilson Park in order to provide a more complete rehabilitation of the parking lots.
- D. CONSULTANT proposes to provide additional inspection services to oversee the construction of the above improvements for an added cost of \$1,960.
- E. CITY wishes to increase the Agreement sum from \$20,724, to \$31,428, an increase of \$10,704 to provide additional design and inspection services.

### **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 Revised Compensation Schedule attached as Exhibit 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 \$31,428.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

- 2. In all other respects, the Agreement entered into as of May 4, 2010 between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
Municipal corporation

Bureau Veritas North America, Inc.  
a Delaware corporation

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

By: \_\_\_\_\_  
Roy Stephenson  
Vice President

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**



## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of MAY 4, 2010 (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 design and inspect the Wilson Park Parking Lot reconstruction.
- 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 May 30, 2011.

#### 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 \$20,724.00 ("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.

C2010-090

**COPY**

#### 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:

Roy Stephenson, Vice President  
Gary Heinbunch, Regional Director of Construction

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, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. 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 agrees to save, keep, hold harmless and defend City and all of its officers, agents, employees and subcontractors from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, allegedly received or suffered by reason of any wrongful or negligent act or omission on the part of Consultant or any of its officers, agents, employees and subcontractors in the performance of this Agreement. 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 sole 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 as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**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**

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 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.  
1565 Mac Arthur Blvd.  
Costa Mesa, CA 92626  
714-431-4100  
Fax: 714-825-1663

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;

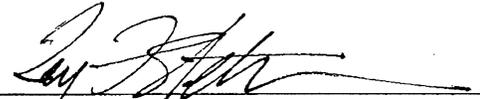
and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,  
a Municipal Corporation

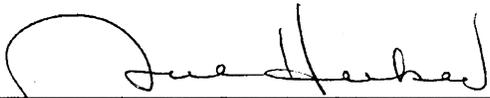
Bureau Veritas North America, Inc.  
a Delaware Corporation



Frank Scotto  
Mayor

By:   
Roy Stephenson  
Vice President *pus*

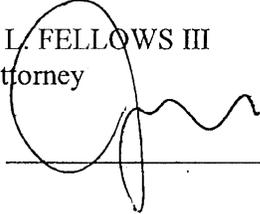
ATTEST:



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:      10/29/2008

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



**BUREAU  
VERITAS**

March 30, 2010

Ms. Beth Overstreet, PE  
Engineering Manager, Public Works  
City of Torrance  
20500 Madrona Avenue  
Torrance, CA 90503

**Subject: Wilson Park Slurry Seal Specification and Inspection Project**

Dear Ms. Overstreet:

Thank you for giving Bureau Veritas the opportunity to propose on the subject project for the City of Torrance. We understand that the project must be completed by July 1, 2010 due to the City's July 4<sup>th</sup> Celebration. In addition, we understand that on Tuesdays and Saturdays there is a Farmers Market in the project area so on those days no work will be performed.

Led by our Project Manager, **Richard J. (RJ) Wilson, PE**, our project team commits to proactively anticipating, addressing, and managing the any project issues so the project stays on schedule and the City meets its goals.

Please find enclosed our proposed scope and fee. If you need any additional qualifications from any of our team members we will be happy to respond with further documentation.

We eagerly anticipate the opportunity to provide the City of Torrance with our engineering and inspection expertise for the Wilson Park Slurry Seal Project. You can be confident in our ability to provide the services needed to deliver this project as promised.

Sincerely,

Richard "RJ" Wilson, PE  
Project Manager

Gary Heinbuch  
Construction Manager

Enclosures (2)

**Bureau Veritas North America, Inc.**

1565 MacArthur Boulevard  
Costa Mesa, CA 92626

Main: (714) 431-4100

Fax: (714) 825-1669

[www.us.bureauveritas.com](http://www.us.bureauveritas.com)

**City of Torrance**  
**Wilson Park Slurry Seal Specifications and Inspection**  
**Scope of Work**

<b>Phase 1 - Design</b>		
<b>TASK</b>	<b>TASK DESCRIPTION</b>	<b>DELIVERABLES</b>
<b>1.1</b>	<b>Kick-off and Progress Meetings</b>	
	<p>Upon receipt of the Notice-to-Proceed, Bureau Veritas will meet with City staff for a project kick-off meeting to review the scope of work for the project and discuss the project in detail. We will also review the:</p> <ul style="list-style-type: none"> <li>• Project objectives;</li> <li>• Design criteria;</li> <li>• Reporting requirements;</li> <li>• Issues that may require early lead time or mitigation details; and</li> <li>• Prepare a simple project timeline, including:</li> </ul> <p>One (1) project coordination meeting with City to review schedule, budget, status of design, and project issues.</p>	<ul style="list-style-type: none"> <li>▪ Kick-off meeting minutes</li> <li>▪ Project timeline</li> <li>▪ One (1) progress meeting</li> </ul>
<b>1.2</b>	<b>Site Inspection</b>	
	<ul style="list-style-type: none"> <li>• Site walk with City staff to discuss the Scope</li> </ul>	<ul style="list-style-type: none"> <li>▪ Mtg. Minutes</li> </ul>
<b>1.4</b>	<b>Phasing Exhibits and Details</b>	
	<ul style="list-style-type: none"> <li>• Phase the Work to a weekly cycle to allow for continuation of Farmer's market on Tuesdays.</li> <li>• City will collect and provide information, City maps, aerials, etc. (City To Provide)</li> <li>• Research to determine affected utility and service companies with facilities within the project area. City to provide list.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Phasing exhibits on aerial photo base</li> <li>▪ Provide 5-6 sets of plans for final submittal</li> </ul>
<b>1.5</b>	<b>Construction Special Provisions</b>	
	Construction special provisions will be provided.	<ul style="list-style-type: none"> <li>▪ Special Provision Specs</li> </ul>
<b>1.6</b>	<b>Construction Cost Estimate and Bid Schedule</b>	
	Construction Cost Estimate and Bid form will be provided	<ul style="list-style-type: none"> <li>▪ Electronic Specs and Bid Form</li> </ul>
<b>1.7</b>	<b>Striping Plan</b>	
	Prepare exhibit to show striping revisions where striping is to be removed.	<ul style="list-style-type: none"> <li>▪ Horizontal layout of parking lot with 32 spaces removed</li> <li>▪ Final Exhibit</li> </ul>

<b>Construction Inspection</b>		
<b>TASK</b>	<b>TASK DESCRIPTION</b>	<b>DELIVERABLES</b>
<b>1.8</b>	<b>Construction Administration</b>	
	<ul style="list-style-type: none"> <li>• Be available to provide support to City staff during the bidding phase of the project, including:               <ul style="list-style-type: none"> <li>○ Attendance at the pre-bid conference</li> <li>○ Respond to Requests for Information (RFIs)</li> <li>○ Respond to Requests for Clarifications (RFCs)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ RFI Responses</li> <li>▪ RFC Responses</li> <li>▪ Addenda</li> </ul>
<b>1.9</b>	<b>Construction Inspection</b>	
	Inspection Services to include: Striping removal, cleaning, crack seal, grinding operations, slurry seal, and re-striping.	<ul style="list-style-type: none"> <li>▪ Weekly Reports</li> <li>▪ Verification of work</li> <li>▪ Conformance to Specs.</li> </ul>

### **Assumptions**

- Standard City Specification Language for Stormwater BMP will be provided by the City because Area of Disturbed soils are less than one acre.
- We assume the City will provide all project bidding services and standard contract specifications and BV will only provide special provisions and services in scope listed above.
- Exhibits will be provided by using aerial photos

### **Exclusions**

- Tasks not specifically included in the scope of services.

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

**City of Torrance - Wilson Park Slurry Seal and Inspection  
Man-Hour and Fee Estimate**

TASKS	Man-hours by Classification										Fees		
	Project Director	Project Manager	Project Engineer	Design Engineer	Construction Inspector	W.P./ Clerical	Total	Labor	Sub-consultants	Expenses	Direct (est.)	Total	
	Rate												
1 Kick-off Meeting	\$200	\$150	\$128	\$111	\$85	\$79							
2 Project Status Meetings (assume 1 meetings)		2	2				4	\$556		\$50		\$606	
3 Site Inspection- (coordinate with Kick-off mtg.)		2	2				4	\$556				\$556	
4 Phasing Exhibits and Details		2	4	32			38	\$4,364		\$50		\$4,414	
5 Construction Special Provisions		4	24				28	\$3,672				\$3,672	
6 Construction Cost Estimate and Bid Schedule		2					2	\$300				\$300	
7 Striping Plan- 32 spaces removed		1		4			5	\$594		\$50		\$644	
<b>Subtotal Design</b>								<b>\$10,042</b>		<b>\$100</b>		<b>\$10,142</b>	
8 Construction Administration- Submittals RFI's		2		6			8	\$966				\$966	
9 Construction Inspection		8	2		96		106	\$9,616				\$9,616	
<b>Subtotal Construction</b>								<b>\$20,624</b>				<b>\$20,624</b>	
							<b>Sub-totals</b>						
										<b>\$100</b>		<b>\$100</b>	
												<b>\$20,724</b>	
												<b>TOTAL FEE</b>	

3/31/10

**Notes:**

- a. Assume less than one acre of patch work and ground disturbance - Specs will include simple language for Contractor to provide Stormwater BMP for Erosion Control & Materials Storage, but no SWPPP will be prepared by BVNA
- b. Exhibits will show phasing of the main parking lot. Specs will include the East Lot as a Bid add Alternate and the remote Lot Re-stripe as an ad alternative.

