

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR FY 22-23 ANNUAL
PAVEMENT PRESERVATION PROJECT (ZONE 5 & 6 B)**

THIS AGREEMENT FOR CONTRACT SERVICES (“Agreement”) is made and entered into as of **April 18, 2023**, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California (“City”), and **Fountainhead Consulting Corporation**, a (“*a California corporation*”) (“Consultant”).

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to **Construction Management Services for FY 22-23 Annual Pavement Preservation Project (Zone 5 and 6B)**, as specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference (the “services” or “work”). Consultant warrants that all services will be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment, or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.6 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed **Two Hundred Eighty-Three Thousand One Hundred Sixty Dollars (\$283,160.00)** (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than forty-five (45) days after invoices are received by the City.

SECTION THREE: PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence upon execution of this agreement and terminate upon completion of project (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. **Ivan Benavidez, Director** is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be **Rick Yee, Deputy Director of Public Works/Assistant City Engineer** or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any

extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.”

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein, and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a

signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City's agents, officers, and employees ("City Personnel") harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

SECTION SIX: RECORDS, REPORTS, AND INTELLECTUAL PROPERTY.

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

6.5 Intellectual Property and Proprietary Information.

6.5.1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

6.5.2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

6.5.3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used, or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 Confidentiality. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

7.3 Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

7.4 Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents, or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents, or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

8.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not

be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state, and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.15 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to

City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code section 1088.8, City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

8.16 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8.17 Unauthorized Use of City's Name. Except as required by law or with the prior written consent of City (which consent may be withheld in city's sole and absolute discretion), Consultant shall not use City's name, seal or logo in any marketing materials, magazine, trade paper, newspaper, television or radio production or other similar medium, nor shall Consultant state, imply or in any way represent to any third party that City has endorsed or approved Consultant or any of its services or products.

SECTION NINE: MISCELLANEOUS

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF YORBA LINDA
Attention: **Rick Yee, Deputy Director of Public Works/Assistant City Engineer**
4845 Casa Loma Avenue
Yorba Linda, CA 92886

To Consultant: FOUNTAINHEAD
Attention: **Ivan Benavidez, Director**
2400 E. Katella
Suite 800
Anaheim, CA 92806

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.7 Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement, if any, shall be set forth in an additional Exhibit “D” (“Special Provisions”) if any such Special Provisions exist. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.

9.8 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement, (2) the Consultant’s signed, original Proposal dated **March 3, 2023** (“Consultant’s Proposal”), and (3) the City’s Request for Proposals, dated **February 16, 2023** (“City’s RFP”), which shall all be referred to collectively hereinafter as the “Contract Documents”. The Consultant’s Proposal and the City’s RFP, which are both attached hereto as Exhibits “A” and “B”, are hereby incorporated by reference, and are made a part of this Agreement. All provisions of this Agreement, the Consultant’s Proposal, and the City’s RFP shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority, (1st) the terms and conditions of this Agreement, (2nd) the provisions of the City’s RFP (Exhibit “B”) and (3rd) the provisions of the Consultant’s Proposal (Exhibit “A”).

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:
CITY OF YORBA LINDA

CONSULTANT: *FOUNTAINHEAD*
CONSULTING CORPORATION

By: _____

By: _____

Its: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

By: _____

Title: _____

Marcia Brown, City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

By: _____

Dianna Honeywell, Finance Director

By: _____

City Attorney, City of Yorba Linda

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF COMPENSATION

Payment shall be on a “Fixed Fee” basis in accordance with the Consultants Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed **Two Hundred Eighty-Three Thousand One Hundred Sixty Dollars (\$283,160.00)** except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.

EXHIBIT C

SCHEDULE OF PERFORMANCE

Consultants Project Schedule is attached and made a part of this agreement. Consultant shall complete services presented within the scope of work contained within Exhibit "A" in accordance with the attached project schedule.

EXHIBIT D
SPECIAL PROVISIONS



PROPOSAL TO

CITY OF YORBA LINDA FOR Construction Management and Inspection Services FOR FY 22-23 Annual Pavement Preservation Project (Zone 5 & 6B)

March 3, 2023



Prepared by

FOUNTAIN  HEAD

March 3, 2023

Mr. Fredy Castillo
Assistant Engineer
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, California 92886

VIA Email: fcastillo@yorbalindaca.gov

**Subject: Construction Management and Inspection Services for
FY 22-23 Annual Pavement Preservation Project (Zone 5 &6B)**

Mr. Castillo,

Fountainhead Consulting Corporation is pleased to submit our proposal to provide construction management and inspection services to the City of Yorba Linda for FY 22-23 Annual Pavement Preservation Project in Zones 5 and 6B.

Technical Understanding

The City of Yorba is proposing an Annual Pavement Preservation project on various roads and sidewalks in Zone 5 and 6B in the City of Yorba Linda, California. The City owns and maintains approximately 215.5 centerline miles of pavement, representing a total replacement cost of approximately \$500 million. This includes 14 miles of the principle arterials, 38.7 miles of arterial streets, 11.9 miles of collector streets, and 150.9 miles of local streets. The project aims to protect the vital roadway infrastructure servicing these primarily residential areas and provide ADA compliant curb ramps at over 200 locations in the City. Striping plans will be implemented on main the throughfares of Yorba Linda Road and Esperanza Road.

The project covers the majority of Yorba Linda's Zone 5, generally located to the Northeast of Yorba Linda Blvd. as well as Zone 6 just to the Southwest of Zone 5. I also includes sections of Black Gold Drive and Lakeview Avenue (located to the western side of the City). SR-90 (Imperial Highway) and SR-91 will not be modified in this project, therefore coordination with Caltrans is not anticipated.

There are very few schools and retail shopping centers anticipated to be impacted by construction. Travis Ranch Middle School and Eastlake Village Center are within the project area and traffic in these areas will be given special consideration.

The work on this project consists of cold milling, micro milling, asphalt concrete overlay, asphalt concrete digouts, slurry seals, construction of over 200 curb ramps (Caltrans standard plan A88A / A88B), construction of curb and gutter, manholes / valve covers adjust to grade, installation of 30 loop detectors, pavement striping / markings. The Contractor will support these activities through equipment mobilization, traffic control, stormwater pollution control and general site safety planning. It is critical the contractor ensures the Safety of the public and the environment while performing these activities.

The project is estimated for 150 working days. Working hours will be limited to 7:30 am to 4:00 pm Monday-Friday with lane closures from 9:00 am to 3:00 pm. To provide uninterrupted traffic flow, a multi phased traffic control plan has been provided. All traffic lanes shall give the appropriate safe clearance from construction equipment and open excavation. All traffic control devices should be maintained in proper working condition 24 hours a day, 7 days a week for the duration of the work. During the construction, flaggers will be utilized to ensure the safe flow of traffic at intersections and businesses that may be affected.



Key / Critical Issues that May be Encountered

Fountainhead has identified the following issues that may be encountered during the project:

Element	Concerns	Remedy
Safety	<ul style="list-style-type: none"> Public and Worker Safety Public School Proximity 	<ul style="list-style-type: none"> Ensure Contractor has a safety plan in place to always provide safe street and sidewalk access. Notifications to increase awareness of hazards are always in place.
Environmental	<ul style="list-style-type: none"> Water Quality Biological and Cultural Resources Hazardous Materials Noise and Odors Air Quality 	<ul style="list-style-type: none"> Review and implement the Environmental Commitment Record (ECR). Incorporate all applicable construction site BMPs and weekly / annual SWPPP documentation. Proper communications with the public of potential noisy or odorous activities. Dust control measures when necessary.
ADA Compliance and Pedestrian traffic	<ul style="list-style-type: none"> Construction Access for the Disabled Pedestrian Traffic Near Public Schools ADA Compliance of Final Construction (Curb Ramps) 	<ul style="list-style-type: none"> Temporary pedestrian access during construction. Evaluations of ADA plans compared to existing structures. Verify all ADA requirements: including sidewalk, curb ramps, gutter slope and counter slope, detectable warning surface, push buttons, and road surface slope and condition.
Construction Activities	<ul style="list-style-type: none"> Truck and Heavy Equipment Traffic Ensuring Activities are Completed in Working Windows 	<ul style="list-style-type: none"> Regular review of contractor schedule. Ensure Contractor contingency plan is in place.
Work Zones	<ul style="list-style-type: none"> Staging Area Equipment Access 	<ul style="list-style-type: none"> Areas properly identified and secured. Identification of areas unauthorized area for pedestrians.
Utilities Coordination	<ul style="list-style-type: none"> ATT and Other Communications Southern California Gas Yorba Linda Water District Southern California Edison 	<ul style="list-style-type: none"> Ensure Contractor performs advanced notifications to appropriate Utilities staff. Ensure emergency contacts & calling trees are established prior to construction.
Roadway striping and makings	<ul style="list-style-type: none"> Accurate Implementation of the Striping Plan Proper Adhesion of Striping and Markings 	<ul style="list-style-type: none"> Ensure proper layout through exhaustive cat tracking prior to striping activities. "Measure twice" Ensure surfaces are prepped appropriately and adhesives are appropriate temperature / viscosity.
Vehicle Traffic	<ul style="list-style-type: none"> Driveway Access (Business & Residential) Minimize Traffic Congestion 	<ul style="list-style-type: none"> Traffic Control review and proper implementation. Notifications to increase construction awareness of hazards. Always maintain vehicle safe travel lane(s).
Paving operations	<ul style="list-style-type: none"> Application of Tack Coat for Proper Adhesion 	<ul style="list-style-type: none"> Application of tack coat spread rate per spec. Ensure appropriate ambient temperatures and weather for asphalt paving. Asphalt is applied at appropriate lift per specs (thickness). 95% compaction is achieved per specs and asphalt rolling is completed within temperature constraints per specifications. Request all required materials testing (gradation, compaction, cores, etc.).

Fountainhead's assigned inspector for this project reviewed the assignment from the City's perspective regarding the lead roadway site inspector responsibilities for contract adherence to the plans and specifications.

Guidelines		Fountainhead Action
1	Study Plans and Special Provisions	The Fountainhead inspector has reviewed the plans and specifications as well as the 2015 GreenBook.
2	Take Pre-Construction Pictures of the Project Site	Fountainhead inspector has performed an on-site visit and has begun taking photos. We continue to take pictures when we receive the notice to proceed.
3	Request Survey Stake(s)	Inspector reviews request and ensures area requested is ready for survey stakes prior to forwarding the request to the County Surveyor.
4	Perform Measurements in the Field Prior to Start of the Project	A site visit has been performed; critical measurements are taken to ensure accurate quantities.
6	Attend Pre-Construction Meeting	Utilize a standard template that has already demonstrated success in such meetings.
7	Attend Field Coordination Meeting	Ready and willing to attend and coordinate with all applicable parties.
8	Coordination with Appropriate Supporting Parties	Open dialog with City (Roadway Design, Operation and Maintenance.) ensure regular discussions occur.
9	Inspection Proper	
a	Construction Coordination and Inspection	Continuous review and communication with all parties.
b	Take Pictures and Uploading	Utilization of Procore / Google Drive for project photos and sharing with County Lead Inspector.
c	Prepare Diaries and Uploading	Utilization of Procore / Google Drive for daily reports and diaries.
d	Perform Field Measurements Prior to Preparing the Vouchers	Maintain estimates on a real-time basis to ensure vouchers are timely and accurate.
e	Prepare Progress Payment	Utilize City required Progress Payment forms or standard industry forms.
10	As-built Drawing Preparations	Utilize plan folder and Procore / Google Drive to ensure as-builts are prepared as project progresses.
11	ADA Ramps Record and Reporting	Prepare the template for ADA certification by the Contractor for verification that all ADA slopes have been constructed correctly.
12	Pre-Construction Pictures and Post-Construction Pictures Taking & Uploading	Site visit has already been performed, uploaded to Procore / Google Drive and will be finalized Post- Construction.
13	Pre-Final Walkthrough	Fountainhead inspector has templates of forms used for punch list that is transmitted to the Contractor to ensure that all the work has been completed and approved by City Operation and Maintenance.
14	Final Walkthrough and "Punchlist" Walk	Transmit the punch list to the contractor and update the punch list to make sure all work is complete, and project is closed out correctly.
15	Taking Down & Demobilization	Ensure project is prepared for public use, coordination, or removal of all temporary signs.

Scope of Work to be Provided

Pre-Construction Services

Upon receipt of Notice to Proceed from the City of Yorba Linda, our Team develops a customized quality assurance plan, specific to meet the needs and constraints of the project. This plan ensures adherence to the uniform quality assurance procedures. In the plan, we include procedures and designated responsibilities for Project start-up, Project Organization, Defining Roles and Responsibilities, Risk Register, and establish lines of communications in a Communication Plan. During this stage, we prepare a Project-Specific Safety Plan for the Project Team.

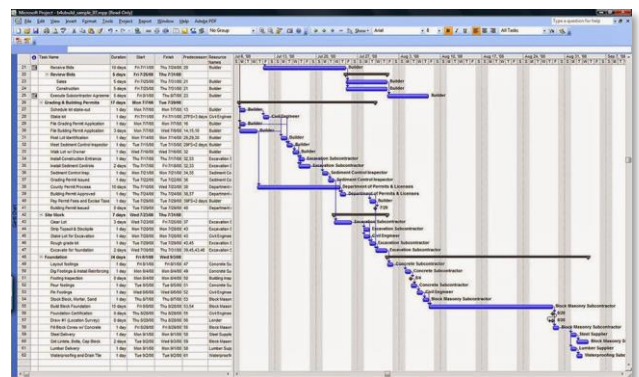
Perform Constructability Review of all contract documents including but not limited to plans, specifications, material information, and regulatory agency permit requirements: Javier Soto, PE, Construction Manager / Resident Engineer and his team develops a comment / response matrix based on thorough review of the Pre-Bid Contract documents and identify all discrepancies, conflicting redundancies, potential risks, and quantity verification. We provide the review comment matrix to the Design team for response. The Fountainhead Team closely examines the plans and specifications to ensure inclusion of current and appropriate provisions for each item of work; this mitigates the need for RFI's, change orders or potential for disputes or claims during construction. Our team reviews and assesses the effect that each permit has on the design and construction of the project. Any issues or questions regarding project compliance are identified at this early stage, minimizing the potential for delays later in the project. Our team checks the project documents for Americans with Disabilities Act (ADA) compliance issues, staging and traffic control, conflicts between plan sheets, conflicts between plans, specifications, and estimates, right of way requirements, status of permits, utility conflicts, material availability, final quantities, and perform a final review and updating of all project documents.

Review Resident Engineer Pending file: Our team thoroughly review the Resident Engineer Pending Files obtained from the Design Engineer. We prepared and issued a log from this review and address items listed with the team in due course based on priority. To the level requested by the City, the Fountainhead Team uses this extensive experience to assist in the development of the most complete and efficient construction contract package possible; we conduct a thorough review of the final Bid Package. The goal of this review is to verify utilization and proper specification of efficient construction processes; elimination of conflicts with permits and agreements, and to minimize bidder inquiries. We develop a preliminary submittals log based on the specifications, include associated review durations, identify items that may have long-lead time for fabrication and may require inspection of the fabrication source. Project includes Federal funds; we establish a list of all items containing iron and steel that need to meet the "Buy-America" requirements.

Project Schedule: We prepare a detailed project schedule that includes all major activities anticipated for the project. The schedule includes utility relocations by utility owners and their relocation windows, submittal review times, notification timelines noted on all permits, agreements, and contract documents. The intent is for the team to develop an understanding of what is ahead of them from a construction management perspective. The Project Schedule, as created by Fountainhead, is compared to the Contractor's submitted Project Baseline Schedule at the construction phase. Our team members confer with the Contractor and offer suggestions and improvements to the baseline schedule. We partner with the Contractor to develop a practical schedule to deliver the project on time. In this review, we address long-lead materials to ensure that their procurement and delivery are performed diligently to avoid project schedule impacts.

Pre-Construction Deliverables

- Constructability Reviews
- Bid Review & Award Assistance
- Construction Management Plan
- Pre-Construction Meetings
- RE Construction Schedule
- Project Protocol
- Electronic Filing System
- Environmental Survey Report
- Communications Matrix
- Bid Analysis Report
- Pre-Construction Photographs/ Videos



Assist the City of Yorba Linda in Evaluation of Bids Received: The Fountainhead team assists the City during the bid process in conducting a pre-bid conference if required and with questions from bidders. The Team also performs complete evaluation of bids received including submitted unit prices with respect to the Engineer's estimate and recommend award to the lowest responsible and responsive bidder.

Prepare Construction Award Package: We assist the City staff in reviewing the construction bids for Responsiveness and Responsibility by making sure the contractor's bids are complete and the summation of all bid items are correct. Once a low bidder is determined, Fountainhead staff checks the contractor's State license, Insurances, Bonding, and prior construction work references. When all checks are cleared, we assist in preparing the Staff report to the City Council for recommendation to award the construction contract to the lowest responsible/responsive bidder.

Process Federal Funding Reimbursement Requests: Prepare necessary report to Caltrans Local Assistance based on invoices received for all aspects of the construction phase to be submitted for full reimbursement.

Prepare Project Instructions and Establish Proposed Contract Administration and Record-Keeping Procedures to be Used During Construction for Review and Approval by the City Project Manager: Fountainhead's general record-keeping process follows Caltrans' for construction with approximately 63 file categories. In coordination with the City, we modify the process as directed to meet internal the City contract administration procedures while maintaining compliance with Caltrans Local Assistance Manual .

Establish Outline of Dispute Resolution with Contractor's Methodologies, Policies, and Procedures: Alternative dispute resolution helps resolve disputes and potential claims to mitigate damages and maintain project schedules. The alternative dispute resolution processes are partnering, dispute resolution ladders (DRL), dispute resolution advisors (DRA), and dispute resolution boards (DRB).

The Fountainhead has experience using several of the processes on previous construction projects to address potential claims. "Potential Claims and Dispute Resolution," as described in the Caltrans Standard Specifications helps to determine which alternative dispute resolution process is appropriate for the contract. Alternative dispute resolution processes must be set up and used in accordance with the applicable provisions.



Weekly and/or Monthly Owners Meeting: At Fountainhead we use meetings as a tool to coordinate between consultants and key stakeholders. Monthly, weekly, or as often as deemed necessary focus meetings are conducted to discuss and resolve issues promptly. The goal of all our meetings is to identify and discuss objectives, schedules, contract terms, related risks, and risk action plans. Fountainhead distributes the meeting minutes of all such meetings within 48 hours. Our meeting minutes include identification of the party responsible for action on any particular item. These meetings are held throughout the project life cycle.

Management Services During Construction

This phase includes construction administration, scheduling, resident engineering, site and source observation / inspection, utility coordination, public notifications, design support coordination, and materials testing coordination just to name a few. Our construction management services shall be in accordance with the Caltrans Local Assistance Procedures Manual, and the Construction Manual when applicable. During the Construction Management Services Phase, the Fountainhead Team provides:

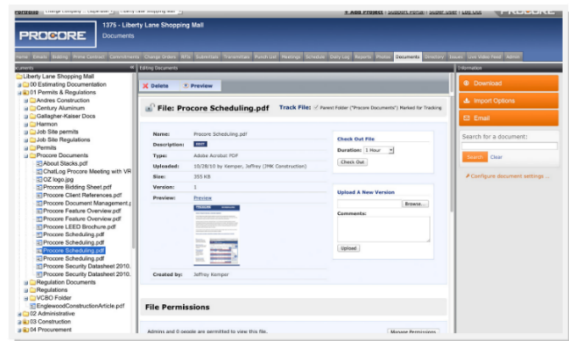
Coordination of Contract Execution: Upon NTP to the Contractor, the Fountainhead Team coordinates with the City to mobilize the field staff that administers the contract. The field staff consists of the Resident Engineer, Construction Inspectors, and Office Engineer. The Fountainhead Team also includes an array of specialty inspectors that can be utilized on an on-call basis as the project requires. As part of this task, the field staff establishes the project file system, conduct ongoing collaboration efforts with the City's Design Consultant, and coordinate activities commensurate with the Contractor's operations.

Communication: The Fountainhead Team, as an agent of the City, communicates directly with the Contractor and the City. The Fountainhead Team reports to the City regarding the progress of the project and provides information as requested by the City for the local community and other agencies as directed by the City. This consists of a written report detailing the construction schedule, budgetary status, traffic impacts, etc.... Our staff is responsible for the day-to-day communication with the Contractor and represents the City at the project site. We proactively resolve project issues that impede progress, coordinating with the City's Design Consultant, respond to RFIs and review and coordinate approval of submittals, and ensure that the Contractor is complying with the contract documents. If necessary, our staff can represent the City in presentations at public events on behalf of the City.

Project Coordination and Correspondence: Our Construction Manager / Resident Engineer, Javier Soto, PE serves as the day-to-day project focal point for coordination between the City, local agencies, the public, Caltrans, the project Designer, the Contractor, utility companies, and all other stake holders, as necessary. On all project issues, Fountainhead is the point of contact for the Contractor. All correspondences relating to the project are discussed with the City. We maintain close contact and confer with the City and Design Engineer prior to sending any significant or critical correspondence to the Contractor. Any coordination with other applicable parties are conducted, as necessary. Fountainhead conducts weekly meetings with the Contractor and any additional focus meetings as necessary to address the status of the project and resolve project issues. Our staff also evaluates and discusses with the City any Value Engineering Change Proposals (VECP) submitted by the Contractor. Fountainhead prepares and distributes agendas, minutes, and an issue list, as necessary.

Document Control: Two components at the heart of a successful project are effective communication and comprehensive project documentation. Although some small and short duration projects may be best served through manual use of the spreadsheet-based document tracking systems that have been in use for many years by a large cross-section of the industry, larger projects, with durations exceeding several months benefit from an easy-to-use, and industry standard document control system. **Fountainhead recommends the use of electronic document control software called "Procore" to assist with managing submittals, RFI's and correspondence.**

- ### Construction Phase Deliverables
- Survey Control Points, Staking & Cut Sheets
 - Daily Reports
 - Monthly Pay Quantity Calculations
 - Monthly Progress Reports
 - Meeting Agendas and Minutes
 - Materials / Acceptance Testing
 - Certified QA Test Results
 - Photographs / Videos
 - Utility Coordination
 - Contractor Employee EEO interviews
 - Contractor DBE Utilization Report
 - Punch List
 - Quality Assurance
 - Safety Requirements
 - Daily and Weekly Reports
 - CPM Scheduling
 - Construction Change Order Review
 - Construction Claims Mitigation
 - Project Documentation Processing
 - Communication / Interface with Stakeholders
 - Environmental Compliance / Mitigation
 - Right-of-Way Compliance
 - Monthly Progress Estimates & Invoices
 - Labor Compliance



Fountainhead's document management system allows for networking between the Contractor, designer, construction manager and owner. This Web-based Document Control collaboration tool allows all participants' immediate access to project documents through a web browser and is easily customized to fit every client and every project. Fountainhead uses Procore to manage (log, track, store, and retrieve) project documents in a timely and organized fashion for decision making purposes during any phase of the project.

Submittals Management: The Fountainhead Team reviews project submittals, such as the Contractor's baseline schedule, Storm Water Pollution Prevention Plan (SWPPP), falsework plans, shop drawings, materials suppliers, materials sites, etc. Fountainhead also approves or recommends approval, subject to delegation of authority from the City, other documents requiring review and approval. Some submittals are reviewed by multiple entities such as SWPPP. Submittal distribution list developed during pre-construction phase identifies the parties responsible for review and acceptance. All submittals shall be logged in as they are received and are routed to the reviewing party. They are tracked, based on review times, and followed up as they progress through the review and approval process. We continuously maintain and update the submittal log established at the pre-construction phase.

Requests for Information (RFI): Fountainhead receives, logs, processes, tracks, and documents Project Requests for Information (RFI) and responses. The RFI log is continuously maintained and updated. The RFI Log identifies the parties responsible for review and response. Fountainhead Staff prepares responses to RFI's related to construction issues in a timely manner and in accordance with the requirements of the Contract. All responses prepared by Javier are copied to the City Project Manager for concurrence. Design-related RFIs and other RFIs that are not Construction related are routed to the appropriate parties and the City is copied on all such RFIs. When necessary, Javier coordinates and conducts meetings with the appropriate parties to discuss and resolve any complicated RFIs.

Inspections and Records: Our team reviews the contract documents and monitors the work full time to record the Contractor's progress for conformance to the contract and reasonable applications and practices. Our inspectors are qualified and familiar with the items of work in which they are involved. In addition to monitoring the work, our inspection team performs audits of the performance and effectiveness of the Contractor on site and source acceptance quality control staff and testers. We include the results of these audits along with identified concerns and corrective actions taken in our monthly report to the City. Our Daily Inspection Reports (DIRs) include information regarding date, day of the week, weather, Contractor work force, contract work being performed, unusual occurrences, visitors, utility information, conversations with stakeholders, accidents, encountered safety issues and resolution, digital photos, SWPPP inspection and inspection and testing audits performed. We immediately make the Contractor aware of any non-conforming work found during daily inspections.



Schedule Management, Progress Meetings, and Reports: Fountainhead staff reviews and approves, subject to the City's delegation of authority, the Contractor's CPM schedule. Fountainhead utilizes both Microsoft Project, Claim Digger and Primavera (P6) to review, monitor, and analyze the Contractor's schedule. The team reviews the Contractor's planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities. The Contractor's 3-week look-ahead schedule, which is submitted weekly, is reviewed against the CPM schedule and progress is evaluated. The Contractor is notified in writing of any identified schedule delay or slippage that may have an impact on the overall project completion date. In addition, monthly schedule updates are reviewed for progress of work and any critical activities or logic changes by the Contractor. All updates include a narrative report and any delays and change order time impacts. Reasonable and logical time extensions are negotiated with the Contractor and reviewed with the City prior to inclusion in the CPM schedule. Fountainhead staff prepares and submits to the City monthly progress reports that include status on budget, expenditure, schedule, change orders, key issues, and upcoming work activities.

Schedule Mitigation Strategies: Typically, Fountainhead team members are intimately familiar with the work plan and schedule and do not encounter situations where we have been the root cause of a project delivery delay, however if we are the cause or even if any team member is the cause of a delay, we work diligently to develop a mitigation plan to get the project back on track. As a general rule we identify activities that were originally scheduled to be performed in series and modify the finish-to-finish relationship with a lag so that the activities can be worked on concurrently instead, saving time without costing client any additional fees. Fountainhead strives to perform quick turnaround of submittal reviews and RFI responses.

Payment Recommendations: At the start of the construction contract, a progress payment cutoff date is established with the Contractor. Fountainhead also reviews and approves Contractor's cost breakdown and schedule of values for all lump sum items. On or around the established monthly cutoff date, Fountainhead meets with the Contractor to review, discuss, and approve quantities applicable to the progress payment for the month. Discussion is based on measurements and quantities calculated in the field, subject to the City's audit and delegation of approval. Once all quantities are negotiated, Fountainhead reviews and recommends approval of the Contractor's invoice with the City. The document is submitted to the City for processing and payment to the Contractor.



Change Orders Coordination, Preparation and Management: Fountainhead receives, processes, tracks, and documents Project requests for Contract Change Orders (CCO) from the Contractor. A CCO log is established at the beginning of the Project and is continuously maintained and updated by our assigned staff. To the delegated level of approval, and under the City's direction, Fountainhead determines the need, merit, scope, estimated cost, and schedule impacts to the project as a result of potential contract change orders. Fountainhead also negotiates change orders with Contractor as directed by the City. Once merit is established, our staff prepares change orders based on the Contract Documents and in close coordination with the City.

All Contract Change Orders include a transmittal memorandum that identify the issue, provide background information, determine merit, and provide financial and schedule impacts. This transmittal memorandum is generally for the City review only and is not shared with the Contractor. All Contract Change Orders are reviewed with the City. Prior approval by the City is obtained on all Contract Change Orders.

Construction Safety: Fountainhead understands that there is nothing more important than the safety during construction. The Contractor has sole responsibility for compliance with safety requirements on the construction contract, but the Construction Management staff has the responsibility of monitoring compliance with their safety program and advising the Contractor of observed deficiencies. Fountainhead reviews the Contractor's Injury and Illness Prevention Program and field activities on continual basis. All project team members are required to review, sign, and adhere to the project code of safe practices. Fountainhead conducts safety reviews, night safety inspections, and attend weekly safety tailgate meetings. The Fountainhead team is knowledgeable of the CAL/OSHA Construction Safety Orders and monitors the Contractor's work to assure that the public, the Contractor, and the Inspection staff is working in a safe environment.



Claims: Fountainhead's construction management team members have successfully managed projects without Contractor claims. Fountainhead ensures excellent communications and working relationships exist during the life of the project among all project stakeholders. Our team focuses on resolving issues at the lowest possible levels. All issues are properly documented in detail and coordinated with the City. Our staff acts in a timely manner, to avoid the need for the Contractor to file claims. If claims become unavoidable, the Fountainhead team can tap into expert resources to eliminate or minimize impacts to the project's cost or schedule. Claims that are submitted are thoroughly reviewed by our team and responses prepared and coordinated with the City. An itemized claims log is established and status of each "Notice of Potential Claim" received from the Contractor is monitored and tracked as needed.

Labor Compliance: Labor compliance is an important part of the Construction Manager's effort to protect the wages, health benefits, and employee labor rights on County public works projects. Fountainhead coordinates with the County Labor Compliance staff to verify compliance with Federal and State labor laws by ensuring contractor certified payroll records are submitted and that said payroll records match our field documentation of various project personnel working on the project. We also be performing contractor employee EEO interviews and provide copies to the City's labor compliance officer for their records.

Post-Construction Services, Project Close-Out

Field Inspection and Punch List: As a project nears completion Fountainhead staff walks the project and document all items of work that have yet to be completed as required in the contract documents. An itemized punch list of outstanding items is developed and handed over to the Contractor to be addressed. After the Contractor has completed all the items on the punch list, a final walk-through of the project site is conducted. If the City is satisfied that all the items on the punch list have been addressed, then the Contractor is given a letter of acceptance, and final payment is authorized. Fountainhead staff coordinates with all project stakeholders during final inspections to obtain their acceptance of the improvements as required by the City. Our certified biologist documents as-built conditions and perform habitat and revegetation monitoring, complete and submit the final compliance report to CDFW.

Post-Construction Deliverables

- As-built Plans
- Project Acceptance
- Final Project Completion Reports
- RE's Material Certification
- Final Environmental Report
- Complete Set of Files

As-Builts: The Fountainhead Team maintains a full-size set of the project plans for as-built purposes. These as-built plans are modified to reflect what was constructed and includes any authorized field modifications by the design engineer, as well as any modifications due to approved change orders. All modifications are noted in red and, upon acceptance of the contract, are submitted to the City's Design Consultant for incorporation into the final as-built plans.

Project Close-Out: Upon completion of the work and after all items on the punch list have been addressed, the Fountainhead Team issues a letter of acceptance and formally relieve the Contractor of any further responsibility for the project. The project close-out phase includes:

- (1) Resolving any outstanding claims and providing supporting information,
- (2) Recommending approval of the final payment to the Contractor to the City,
- (3) Ensuring that all liens on the project by the Contractor or Subcontractors have been released.
- (4) Archiving all project records, including final materials certification.
- (5) Prepare project close out documents for Caltrans approval.
- (6) Assist the City staff during any audit performed by state or federal agencies.
- (7) Perform the 1-year warranty inspection one month before it is due and create a comprehensive punch list and follow up with contractor and Caltrans to ensure the punch list items are adequately addressed to the satisfaction of Caltrans and the City.



The Fountainhead Team prepares project close-out reports per City Standards and Caltrans Local Assistance Manual to meet all funding requirements. For the Fountainhead Team, project close-out is an important aspect of the contract and is implemented in a meticulous fashion. At this point our Account Manager ensures that the project is 100% complete from both a construction and construction management perspective. In closing project files, the Fountainhead Team makes sure that all original documents are in the project files, and we encase all records in clearly marked storage boxes per the City policy.

Qualified and Experienced Team

Our proposed staff has been carefully chosen for this project. We understand the technical challenges that this project may face and by reviewing the project plans, visiting the site and being part of many projects in the vicinity we have gained an understanding of the project and prepared a specific approach tailored to the needs of the City of Yorba Linda. Our proposed team has the experience and expertise to address the project needs, challenges, goals and objectives within the scope of services.

Our **Construction Manager / Resident Engineer, Javier Soto, PE, QSD/P** has over 25 years of construction management, inspection experience, and public relations throughout Southern California for Caltrans District 7 and County of Orange, and various cities including, but not limited to Rialto. Javier has managed public works projects similar to that of the City of Yorba Linda's County of San Bernardino's Riverside Avenue – Central Segment Improvement Project, County of Orange Public Works Department, Antonio Parkway Grind and Overlay North and South in Unincorporated Ladera Ranch to name a few.

Kevin Austin, PE, Construction Inspector has 12 years' experience in transportation construction projects with various public agencies. Kevin's construction engineering experience includes CPM scheduling analysis methods, practices, and procedures. His projects experience includes but is not limited to [County of San Bernardino's Redwood Avenue and Other Roads](#), [Caltrans District 12's On-Call Roadway Construction Inspection Services](#), and [Orange County Public Works' Antonio Parkway Asphalt Overlay Project](#).

Aycan Kara, Construction Inspector / Office Engineer has over 7 years of experience in transportation engineering and project management. She understands the inner workings of public work and private projects, experience in project management. Aycan's responsibilities included construction inspection and Quality Control, daily reports and quantities take-offs, review and monitor schedule of work, compliance with plans and specifications and certificates, shop drawings, change orders, submittals and RFI's, safety compliance, preparing and reviewing as-built plans, and preparing final punch list. Her experience includes [Caltrans District 12's Laguna Beach Roadway Improvements](#), [Caltrans District 7's On-Call Construction Roadway Inspection Services](#), [Atabir Construction Co.](#), [Ihlamur Kent Homes](#), [Nova City High End Luxury Homes](#), [Retail Stores](#) and [Gymnasium Facility](#) projects.

Full resumes of our proposed team is on the following pages.

COST PROPOSAL

		Project Time Needed	Pre-Construction Phase	Construction Phase	Post Construction Phase	Total Hours	Billing Rate	Total
Project Assignment	Staff Member	Project Assignment						
Construction Inspector	Kevin Austin, PE	100%	32	1,200	40	1,272	\$ 145.00	\$ 184,440.00
Construction Inspector - OT	Kevin Austin, PE	10%	-	120	-	120	\$ 217.50	\$ 26,100.00
Inspector / Office Engineer	Aycan Kara	25%	8	300	24	332	\$ 145.00	\$ 48,140.00
Construction Manager / Resident Engineer	Javier Soto, OE	20%	8	120	8	136	\$ 180.00	\$ 24,480.00
Subtotal Construction Management:							\$	283,160.00

Limitations & Conditions:

- Construction duration is estimated at 150 working days with 3 working days for the preconstruction phase and 3 working days for closeout phase.
- Inspectors will be fully equipped with vehicles, computers, tools, and equipment required to perform their tasks.
- Overtime and weekend work is not included. Overtime is to be charged at 1.5 the above rate for inspection work only.
- Cost proposal is subject to prevailing wage rates and prevailing wage rate changes for inspection.

I am authorized to bind Fountainhead Consulting Corporation to the City of Yorba Linda's contract. I look forward to further discussing our services in person. Please contact Javid Sharifi, PE, Construction Manager / Resident Engineer at **626.840.5001** or at jsharifi@fountainheadcorp.com if you have any questions or need any additional information.

Very truly yours,



Ivan Benavidez, PE
 Director



JAVIER SOTO, PE, QSD/QSP

Construction Manager / Resident Engineer

Javier is a highly skilled public works engineer with over 25 years of experience in public works including over 15 years with design of roadway and bridges and over 10 years in construction as a Resident Engineer. Javier is well versed with both Greenbook and Caltrans Specifications and Standard Plans and has served as the Greenbook Surface Committee Chairman. He especially emphasizes on attention to quality control, project safety and NPDES requirements. His expertise includes AC and PCC paving, traffic control, roadway excavation, flood control, sewers, drainage, soils testing, steel inspection and major public works projects. Javier is responsible for contract administration ensuring that complete, accurate and timely contract records were maintained in accordance with required regulations and guidelines. He prepares reports and monitors construction budgets and schedules, maintains records, prepares and processes change orders and field design changes and attends pre-construction meetings. He is also experienced in monitoring project status, contract expenditures, conducting meetings, communicating with contractors and monitoring permit requirements of all the project agencies with regard to environmental impacts and concerns. In addition, prepared and maintained project documents including labor and equipment records and labor compliance reports.

RELEVANT PROJECT EXPERIENCE

County of Orange Public Works Department, Antonio Parkway Grind and Overlay North and South in Unincorporate Ladera Ranch, Ladera Ranch, CA Resident Engineer. Projects consisted of lowering the utilities (manholes, water valves, etc.) prior to grind, Glasspave 25 install prior to overlay, 2" grind and overlay with ARHM with rock dust blotter application prior to opening traffic to prevent tracking and tire adhesion delamination, and 2 coats of striping. Oversaw the project schedule, progress payments to contractor, Request For Information (RFI) submittals, project close out acceptance. Ensured proper traffic control, appropriate NPDES BMPs installed and maintained, reviewed Quality Assurance materials testing for compliance with project specifications. Worked with internal Public Information Officer to ensure proper notification to the public, local civic committee and local schools for proper notification and avoid any potential upcoming events within the community. Project Cost: \$3.3 Million.

County of Orange Public Works Department, Special Projects Division, Orange, CA

Resident Engineer. Implementation of Job Ordering Contract (JOC) construction maintenance projects. JOC entails in negotiating construction task orders, provide quality assurance inspection and collaborate with clients to refine scope of work and file all necessary paperwork at project completion. Manage the pavement maintenance program for the county with annual asphalt overlay and slurry seal projects of over \$14 million annually. Construction work performed ranged from Asphalt grind and overlays utilizing Asphalt Concrete (AC) Type III and/or Asphalt Rubber Hot Mix (ARHM) to slurry seals, microsurface, seal coats, cape seals with Asphalt-Rubber Aggregate Membrane (ARAM). Also familiar with the utilization of Tensor Glasspave on asphalt overlays and geogrid on R&R stabilization for improve asphalt pavement longevity. Experience with contract change orders, submittal reviews, constructability review, review/approve monthly progress payments and quantity concurrence with contractor, public relations collaboration with project stakeholders and outside agencies.

EDUCATION

MS, Civil Engineering, University of California, Irvine

BS, Civil Engineering, University of California, Irvine

REGISTRATIONS

CA, Civil Engineer, No. 56938

Qualified Stormwater Developer (QSD), No: 22301

Qualified Stormwater Practitioner (QSP), No: 20899

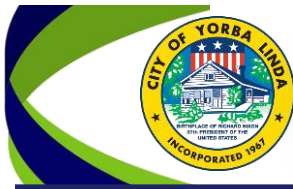
Project Management Professional (PMP) 1862750

10-Hour CalOSHA: General Industry Safety and Health

Radiation Safety Officer / Nuclear Gauge Certification

AREAS OF EXPERTISE

- Project Management
- Construction Management
- Resident Engineering
- Contract Administration
- Traffic Control
- Project Controls
- Public Agency Coordination
- GreenBook Experience
- Familiar with Caltrans & LAP Manuals
- Roadway Improvements
- LCB & JPCP Concrete Pavement Experience
- HMA & PHMA Paving
- Traffic Management / Closures

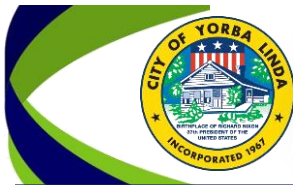


County of Orange Public Works Department, Construction Management Division, Orange, CA

Manager. The Construction Management division consists of twenty-eight staff members; under my direction are resident engineers, inspectors and administrative staff. The Construction Management division provides construction inspection for road, bridges, flood control channels and various public works facilities with an annual capital improvement project budget cost over \$100 million. As the construction manager, my main function is to coordinate with the resident engineers to resolve any outstanding items that could not be reached with the contractor or stake holders. In addition, I review/approve Contract Change Orders for adherence to contract documents. Also, on a monthly basis, review/approve progress payments in accord.

County of Orange, Materials Lab Division, Orange, CA

Materials Engineer. The Materials Lab division (LAB) consisted of a Geotechnical Investigation and Materials units with twenty-eight (28) staff members of engineers, technicians and administrative staff. Under my direction, the LAB provided geotechnical investigations, materials acceptance testing and quality assurance of construction materials for roads, bridges, flood control facilities, contract cities and subdivisions. The Geotechnical unit provides pavement design, prepare materials/geotechnical reports and oversee engineering consultant contracts. The LAB performs independent assurance testing, audits private laboratories and performs over 10,000 tests annually. In addition, I actively served as the Chairman for the Surface committee (GREENBOOK Committee) which oversees various task forces (Asphalt task force, Concrete Ad-hoc, Stabilize Base task force and Clearing & Grubbing task force). The chairman role consisted of attending various monthly meeting to discuss respective changes within the GREENBOOK and reporting monthly updates to the main GREENBOOK committee. During my tenure, the LAB team initiated the AASHTO accreditation process in 2012 and with the team's hard work and preparation; we received the accreditation in early 2015. This accreditation facilitates the LAB to transition to Super Pave Asphalt which the State of California adopted in 2015. To date only a handful of labs in California have received this accreditation which truly exemplifies the excellence and leading edge maintained by the LAB.



KEVIN AUSTIN, PE *Construction Inspector*

Mr. Austin has more than 12 years of experience as an inspector on various construction projects and as a result is cross trained to inspect numerous construction activities. Mr. Austin has significant experience with sidewalk, curb & gutter, ADA ramps, storm drains, manhole construction, traffic signals, street lighting, roadway construction, AC-HMA paving, and LCB/JPCP Pavement, roadway excavation, striping, drainage, underground utilities and grade separations.

Mr. Austin has extensive experience with LCB and JPCP Concrete pavement, Minor Concrete, HMA / RHMA Paving, Traffic Control, MBGR/ MGS, Drainage, Water and Sewer Lines, Landscape, Safety, and SWPPP. Responsibilities includes construction inspection and Quality Control, daily reports and quantities take-offs, review and monitor schedule of work, compliance with plans and specifications and certificates, shop drawings, change orders, submittals and RFI's, safety compliance, NPDES compliance, preparing and reviewing as-built plans, and preparing final punch list. Mr. Austin prepares routine daily diaries and checks to see the work is constructed to the lines and grades shown in the plans. He verifies materials incorporated into the work meet the contract requirements and checks quantities, size and dimensions upon arrival. He has extensive knowledge of the Caltrans Standard Plans and Specifications, Caltrans Construction Manual, OSHA Safety Manual, Traffic Control Manual, WATCH Manual, and Green Book. Mr. Austin has extensive experience with Office Engineering, office procedures; and project documentation. Mr. Austin has excellent work ethics, communication skills, and the ability to multitask.

RELEVANT PROJECT EXPERIENCE

City of Rialto, Riverside Avenue Central Reconstruction, Rialto, CA

Construction Inspector / Office Engineer Responsible for roadway project per plans, specification, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, performing safety checks of the field personnel and construction tools and equipment. Submitted RFIs, Submittal, Change Orders, Inspection & Survey Requests. In addition, prepared daily construction visits to record daily/monthly construction reports & photos, executing purchase orders, tracking deliveries and logs, conducting safety meetings, submitting payrolls to accounting of field personnel. Project Cost: Various.

County of San Bernardino, Redwood Avenue and Other Roads, Fontana, CA

Construction Inspector. The project includes work to be performed on Redwood Avenue, Live Oak Avenue, Elm Avenue and 4 smaller nearby streets. The project included construction spans approximately 4.7 miles of Mill and Overlay with 1.64 miles of leveling course needed only on Redwood Ave. Additionally, damaged sidewalks will be repaired as noted in previous discovery efforts. Responsible for grade checking, inspection of HMA pavement, removal and resurfacing, construction of concrete pavement, sidewalk, curb, curb & gutter, curb ramp, V-gutter, drainage and sewer system, grouted rock strip, landscaping, retaining wall, striping and verification of SWPPP implementation, traffic control, and safety. Project Cost: \$4.5 Million.

City of Rialto, Building 300 Inspection & Support Services, Rialto, CA

Construction Inspector responsible for inspection of The Community Center Rehab located at 214 North Palm Avenue in Rialto involved the rehabilitation of Building 300's Day Care Center. The work included renovation, ceiling, flooring, lighting, and windows replacement. It was determined that asbestos containing materials (ACM) existed within the facility. Appropriate measures were required to remediate and dispose of the ACM, per Cal-OSHA and local NESHAPs (South Coast AQMD) regulations as well as other applicable local regulations. Project Cost: Various.

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

LICENSE

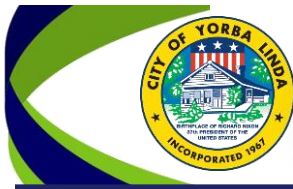
CA, Profession Civil Engineer, No. C83422

Qualified Stormwater Developer (QSD), No: 83422

10-Hour CalOSHA: General Construction Safety and Health

RELEVANCE

- 12 Years of Civil Engineering Experience
- Construction Inspection
- GreenBook Experience
- Familiar with Caltrans & LAP Manuals
- Roadway Improvements
- LCB & JPCP Concrete Pavement Experience
- HMA & PHMA Paving
- Traffic Management / Closures



City of Rialto, Merrill Avenue Improvements, Rialto, CA

Construction Inspector Responsible for roadway and sidewalk project per plans, specification, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, performing safety checks of the field personnel and construction tools and equipment. Submitted RFIs, Submittal, Change Orders, Inspection & Survey Requests. In addition, prepared daily construction visits to record daily/monthly construction reports & photos, executing purchase orders, tracking deliveries and logs, conducting safety meetings, submitting payrolls to accounting of field personnel. Project Cost: Various.

Caltrans District 12, On-Call Roadway Construction Inspection Services, Orange County, CA

Lead Roadway Inspector. Performs roadway construction inspection, quantity calculations, checking grade and alignment, traffic control review, lane closures, and assuring compliance with project plans and specifications. Duties includes identifying actual and potential problems associated with the construction project work and recommending sound engineering solutions in a timely manner; maintains awareness of safety and health requirements and assuring compliance with applicable regulations and construction contract provisions for the protection of the public and construction project personnel. Project Cost: Various.

Orange County Public Works, On-Call Roadway Construction Inspection Services, Orange County, CA

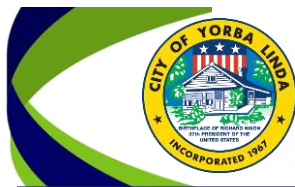
Public Works Inspector. Responsible for various construction projects including cold milling and asphalt overlay (Rubber Hot Mix Asphalt (RHMA) and pedestrian/bicycle bridge. Coordinated material testing in accordance with project specifications and monitored asphalt temperatures during the paving operations. Daily monitoring of the Erosion Sediment and Chemical Control Plan (ESCCP) BMP's including effective dust control. Also coordinated with utilities and contractor to preform utilities adjustments in a timely manner, and reestablishing traffic striping in accordance with project plans and Caltrans standards. Monitor daily traffic control to ensure safe vehicle and pedestrian passage through construction area. Documented daily construction activities, performed quantity calculations, and establish mutual agreement with Contractor daily for monthly progress payments. Project Cost: Varies.

TowerJazz Semiconductor, Newport Beach, CA

EHS Manager / Senior Environmental Engineer. Direct oversight for 2 Safety staff and 2 onsite support vendors, indirect oversight for 40 person ERT. Plan, secure and implement facility EHS program including procedures, budget and document control. Evaluate and mitigate hazards to reduce recordable incident rate and lost-time accidents. Notable achievement: Reduced LTA rate by approx. 50% to meet company objectives. Oversight on ISO 14001, OHSAS 18000 and ISO 9001 (Quality Management Systems). Primary facility contact facility audits and inspections including local Public Works departments. Coordination of permitting and reporting deficiencies and closure of related violations. QC/QA oversight on various construction activities: ensuring compliance with relevant standards.

California Steel Industries, Inc., Fontana, CA

Environmental Engineer. Oversee the implementation of the facility environmental plans including SCAQMD Permits and SWPPP. Review contractor proposals and select appropriate vendor to perform work. Review construction proposals for projects driven by Environmental related needs. Inspect construction projects for safety and environmental hazards. Provide Civil engineering support for projects overseen by Environmental department. Including QC/QA inspections for various construction activities (pavement, underground infrastructure, etc). Improve and maintain Environmental compliance and auditing calendar for facility. Assist senior Engineers as needed in areas of Air Quality, Stormwater and Domestic water compliance.



AYCAN KARA, EIT

Inspector / Office Engineer

Ms. Kara has over 7 years of experience in transportation engineering and project management. She understands the inner workings of public work and private projects, experience in project management. She is knowledgeable of mechanically stabilized earth (MSE) walls, various types of retaining walls, soil nail walls, tie back walls, roadway rehabilitation, new roadway construction, drainage and sewer systems. Her responsibilities also includes coordinating with discipline leads to schedule resources to ensure project schedule and budget are both met; driving the safety and quality culture of the project; scheduling work assignments; and coordinating design changes that are needed to allow stage construction that is needed for critical traffic switches. Aycan's responsibilities included construction inspection and Quality Control, daily reports and quantities take-offs, review and monitor schedule of work, compliance with plans and specifications and certificates, shop drawings, change orders, submittals and RFI's, safety compliance, preparing and reviewing as-built plans, and preparing final punch list. She performs calculations (stress and deflection) of temporary structures in construction of bridges (falsework, temporary shoring, working platforms, temporary supports). She is also knowledgeable and experience in design and construction of temporary and permanent structures. Aycan reviews and analyzes critical path method (CPM) schedules, monitors safety and quality assurance programs. She is knowledgeable of Cost Estimates for materials, equipment, and labor, and proficient in reading blueprints. Experienced in AutoCAD, Civil 3D, Primavera P6, MS Project, Bluebeam Revu, Procore, MS Office Suite: Word, Excel, PowerPoint.

RELEVANT PROJECT EXPERIENCE

City of Rialto, Building 300 Inspection & Support Services, Rialto, CA

Construction Inspector responsible for inspection of The Community Center Rehab located at 214 North Palm Avenue in Rialto involved the rehabilitation of Building 300's Day Care Center. The work included renovation, ceiling, flooring, lighting, and windows replacement, movable partitions and water bottle filling station for Building 300. It was determined that asbestos containing materials (ACM) existed within the facility. Appropriate measures were required to remediate and dispose of the ACM, per Cal-OSHA and local NESHAPs (South Coast AQMD) regulations as well as other applicable local regulations. Project Cost: Various.

City of Rialto, Cactus Trail Improvements, City Project No. 170801, Rialto, CA

Construction Inspector responsible for inspection of the new bicycle and pedestrian trail along the west side of Cactus Avenue between Rialto Avenue and Base Line Road in accordance with the City's Circulation Element of the General Plan. The bicycle and pedestrian trail improvements included a new concrete path, signage, and landscaping. Right-of-way is existing for the proposed trail; the right-of-way exists within street dedicated right-of-way and Common Use Agreements with the San Bernardino County Flood Control and Water Conservation District. Project Cost: \$1.5 Million.

Caltrans District 7 (07A4906 – EA 07-296503), On-Call Roadway Improvements, Irvine, CA

Inspector / Office Engineer. Responsible for roadway project per plans, specification, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, performing safety checks of the field personnel and construction tools and equipment. Submitted RFIs, Submittal, Change Orders, Coordinate LCS Closures, Inspection & Survey Requests. In addition, prepared daily construction visits to record daily/monthly construction reports & photos, executing purchase orders, tracking deliveries and logs, conducting safety meetings, submitting payrolls to accounting of field personnel. Project Cost: Various.

EDUCATION

MS, Construction Engineering / Management California State University, Fullerton

MS, Civil Engineering, Anadolu University, Eskisehir, Turkey

BS, Civil Engineer, Eskisehir Osmangazi University, Eskisehir, Turkey

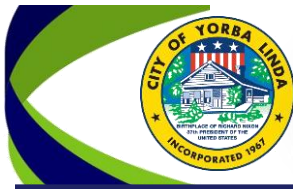
LICENSE

CA, Engineer in Training, No. 176428

Cal/OSHA 10-Hour: General Construction Safety and Health, No. 1220264342

RELEVANCE

- 7 Years of Engineering Experience
- Construction Inspection
- Roadway Experience
- JPCP / HMA / RHMA
- Sidewalk Improvements
- Sewer / Drainage Systems Projects



Caltrans District 12 (EA 12-19000036), Laguna Beach Roadway Improvements, Irvine, CA

Inspector / Office Engineer. Responsible for implementing \$10 million worth of Public Roadway Project per plans, specification, and special provisions in terms of managing, scheduling, and budgeting. Performed site inspection duties, performing safety checks of the field personnel and construction tools and equipment. Submitted RFIs, Submittal, Change Orders, Coordinate LCS Closures, Inspection & Survey Requests. In addition, prepared daily construction visits to record daily/monthly construction reports & photos, executing purchase orders, tracking deliveries and logs, conducting safety meetings, submitting payrolls to accounting of field personnel. Project Cost: \$10 Million.

City of Rialto, On-Call Construction Management, Inspection & Support Services, Rialto, CA

Construction Inspector. Responsibilities included management of the multiple facets of environmental compliance, including storm water pollution prevention, on several infrastructure projects including the Bud Bender Community Center Rehabilitation and Bud Bender Park Renovations. Responsible for various street paving, drainage, lighting, fencing, and landscaping. Responsible for grade checking, inspection of HMA pavement, removal and resurfacing, construction of concrete pavement, sidewalk, curb, curb & gutter, curb ramp, V-gutter, drainage and sewer system, grouted rock strip, landscaping, retaining wall, striping and verification of SWPPP implementation, traffic control, and safety. Duties required that he inspect various sites on an ongoing basis to produce compliance and corrective action reports, review and revise Storm Water Pollution Prevention Plans (SWPPPs) to correctly reflect site conditions and changes, coordinate correction of deficiencies, review and submit water quality monitoring and documents as required by the California State Water Resources Control Board Construction General Permit. Responsibilities included HMA paving excavation, grade checking, demolition of concrete pavement, curb & gutters, sidewalks, removal of asphalt and concrete pavement. Project Cost: Various

Atabir Construction Co., Ihlamur Kent Homes, Eskisehir, Turkey

Project Manager. Accomplished in 2 high-end residential projects an average budget of \$20 million on time and under budget. Coordinated subcontractors and executed daily construction site visits in order to ensure quality control, safety, and schedule. Measured driving factors in projects and ensured project impacts, changes, and delays are added into the schedule to evaluate true project impact. Coordinated with project members to identify and quickly address problems during execution. Project Cost: \$2 Million.

Atabir Construction Co., Nova City High End Luxury Homes, Retail Stores & Gymnasium Facility, Eskisehir, Turkey

Project Manager. Accomplished in 2 high-end residential projects an average budget of \$20 million on time and under budget. Coordinated subcontractors and executed daily construction site visits in order to ensure quality control, safety, and schedule. Measured driving factors in projects and ensured project impacts, changes, and delays are added into the schedule to evaluate true project impact. Coordinated with project members to identify and quickly address problems during execution. Project Cost: \$20 Million.



FOUNTAIN  **HEAD**

**7950 Cherry Avenue, Suite 103
Fontana, California 92336
909.730.4913**