



Professional Services Agreement

Project Name/No.: **Construction Management and Inspection Services for Projects SI241004 & SI231002** Contract No.: _____

Dept./Contract Rep: **Public Works** Approved: **06/18/2024**

**CITY of YORBA LINDA
PROFESSIONAL SERVICES AGREEMENT**

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR FY 23-24
ANNUAL PAVEMENT PRESERVATION (ZONE 5, 6 & 7) & LA PALMA AVENUE
IMPROVEMENT PROJECT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this **18th** day of **June, 2024** (“Effective Date”) by and between the CITY OF YORBA LINDA, a California municipal corporation, (“City”) and **Fountainhead Consulting Corporation**, a Corporation (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin upon execution of this agreement and shall end upon completion of the project unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment

of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **One Hundred Sixty-Nine Thousand Six Hundred Thirty-Five Dollars (\$169,635.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing

the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;

e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Yorba Linda
Attn: Accounts Payable
4845 Casa Loma Ave
Yorba Linda, CA 92886

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or

property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **Construction Management and Inspection Services for FY 23-24 Annual Pavement Preservation (Zone 5, 6 & 7) and La Palma Avenue Improvement Projects.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Yorba Linda, 4845 Casa Loma Ave, Yorba Linda, CA 92886. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or

self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or

subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other

City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant’s failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which

the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. 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 Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the

performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not

limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law. Consultant understands and agrees that it may be required to provide documents to the City to be produced in response to a Public Records Act request.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Consultant’s Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Orange County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. 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.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by «Consultant_Contact» ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Rick Yee, Deputy Director of P.W./Assistant City Engineer** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

Fountainhead Consulting Corporation
Attn: Ivan Benavidez, Jr., Director
7950 Cherry Ave.
Suite 103
Fontana, CA 92336

Any written notice to City shall be sent to the Contract Administrator at:

City of Yorba Linda
4845 Casa Loma Ave
Yorba Linda, CA 92886
Attn: Rick Yee, Deputy Director of P.W./Assistant City Engineer

with a copy to:

City Clerk
City of Yorba Linda
4845 Casa Loma Ave
Yorba Linda, CA 92886

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. 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.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. 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 or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF YORBA LINDA

CONSULTANT: FOUNTAINHEAD CONSULTING CORPORATION

Mark A. Pulone, City Manager

Consultant Signature

Attest:

Marcia Brown, City Clerk

Consultant Name (Typed)

Dianna Honeywell, Finance Director

Consultant Signature

Approved as to Form:

Consultant Name (Typed)

Todd Litfin, City Attorney

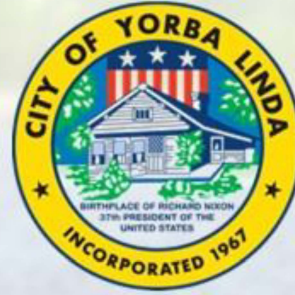
[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **Construction Management and Inspection Services for FY 23-24 Annual Pavement Preservation (Zone 5, 6 &7) and La Palma Avenue Improvement Projects** services in the amount not to exceed **One Hundred Sixty-Nine Thousand Six Hundred Thirty-Five Dollars (\$169,635.00)** as further detailed in the following page(s).

EXHIBIT A.



PROPOSAL TO

CITY OF YORBA LINDA FOR Construction Management and Inspection Services FOR FY 23-24 Annual Pavement Preservation Project (Zone 5, 6 & 7)

April 26, 2024



Prepared by

FOUNTAIN  **HEAD**

April 26, 2024

Mr. Rick Yee, P.E.
 Deputy Public Works Director / Assistant City Engineer
 City of Yorba Linda
 4845 Casa Loma Avenue
 Yorba Linda, California 92886

VIA Email: PublicWorksRFP@yorbalindaca.gov

Subject: Proposal for Construction Management and Inspection Services for FY 23/24 Annual Pavement Preservation Project (Zones 5, 6 and 7)

Mr. Yee,

Fountainhead Consulting Corporation (Fountainhead) is pleased to submit our proposal to provide construction management and inspection services to the City of Yorba Linda for FY 23-24 Annual Pavement Preservation Project (Zones 5, 6 & 7). Fountainhead stands capable and ready to provide our exceptional services to the City and the community. Fountainhead provided these services to the City of Yorba Linda Public Works Department as part of the FY 22-23 Annual Pavement Preservation Project (Zones 5 & 6B) **with the same team members we are proposing for this project.**

Fountainhead is a California Corporation and is a leading provider of core services specializing in project management, construction management, construction inspection, specialty inspection, (electrical, landscape, and SWPPP inspection), contract administration, project controls, CPM Scheduling, claims mitigation, document control, labor compliance, and public relations / community outreach.


The City of Yorba Linda Public Works Department has maintained a formal pavement management program for documenting road conditions within City roads, forecasting pavement maintenance and scheduling maintenance funds for the road network. A proactive Pavement Preservation program extends the road serviceability and provides good to excellent Pavement Condition Index (PCI) roadways with aesthetically pleasing appearance to the community and the travelling public within the City. With the Senate Bill 1 (SB1) passage in 2017, the additional SB1 funding combined with the Gas tax has provided the City with an opportunity to improve and preserve the roadway PCI by delivering roadway projects such as FY 2023-2024 Annual Pavement Preservation Project that integrates asphalt overlays and slurry seals on various streets.

By prioritizing the City's efforts, road projects such as the FY 2023-2024 Annual Pavement Preservation project will enhance the benefits to all road users. City roads are monitored on a regular basis and assigned a PCI number based on the existing road conditions. This rating, along with the average daily traffic, funding availability, and other factors are evaluated in planning new maintenance projects. Some low volume roadways may only receive a minor surface treatment such as a chip seal or slurry seal. Heavily traveled regional or arterial type roadways may receive full asphalt overlay or rehabilitation such as pulverization, milling, or other processes. The various strategies are analyzed by the Department's Pavement Management Division and Transportation Program Management and set forth to be advertised as Capital Improvement Projects. In doing so, and maintaining good stewardship of City funds, it is the responsibility of the Construction Division to retain qualified individuals to inspect the field activities for conformance to the Plans and Specifications.

I acknowledge receipt of Addendum No. 1 dated April 24, 2024.

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 Javier Soto, PE, Construction Manager / Resident Engineer at **949.322.6854** or at jsoto@fountainheadcorp.com or me at **909.512.2815** or at ibenavidez@fountainheadcorp.com if you have any questions or need any additional information.

Very truly yours,


 Ivan Benavidez, Jr., Director

FOUNTAINHEAD CLIENTS INCLUDE

- City of Riverside | City of Rialto
- City of San Bernardino | City of Indio
- City of Moreno Valley | City of Fontana
- City of Menifee | City of Irvine
- City of La Cañada Flintridge | City of Whittier
- City of Pico Rivera | City of Glendale
- City of Santa Monica | City of Carson
- City of Camarillo | City of Newport Beach
- City of Anaheim | City of Placentia
- Los Angeles County Department of Public Works
- County of Ventura Department of Public Works
- County of San Bernardino Public Works
- County of San Bernardino Flood Control
- County of Orange Flood Control
- County of Orange Public Works
- County of Riverside County Transportation
- Orange County Transportation Authority (OCTA)
- Caltrans Districts 7,8,11,12, & 59
- San Bernardino County Transportation Authority
- Rancho Mission Viejo Development
- Ontario International Airport Authority (OIAA)

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ORGANIZATIONAL CHART / STAFF RESUMES

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 30 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 **Yorba Linda FY 22-23 Pavement Preservation Project (Zone 5 and 6B)**. Javier has managed public works projects similar to that of the City of Yorba Linda's, including the County of San Bernardino's Redwood Avenue – Asphalt Overlay Project, the 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 similar project experience includes but is not limited to the City of Yorba Linda FY 22-23 Pavement Preservation Project (Zone 5 & 6B)**, the 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.

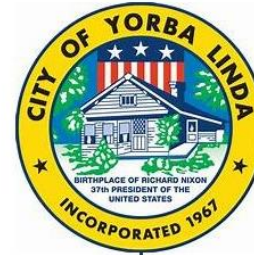
Aycan Kara, Construction Inspector / Public Relations / Outreach has over 7 years of experience in transportation engineering and project management. She understands the inner workings of public work and private projects, experience in project management. Aycan's responsibilities included construction 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. In addition, she provides public relations and community outreach services. **Her experience includes the City of Yorba Linda FY 22-23 Pavement Preservation Project (Zone 5 & 6B)**, Caltrans District 12's Laguna Beach Roadway Improvements, Caltrans District 7's On-Call Construction Roadway Inspection Services, Atabir Construction Co., Ihlampur Kent Homes, Nova City High End Luxury Homes, Retail Stores and Gymnasium Facility projects.

Yorba Linda On-Call Contract

Fountainhead is currently on the City of Yorba Linda's On-Call Consultant Services dated July 1, 2021. None of our proposed staff were on the original Contract.

However, all of our proposed staff listed above were on the City's Construction Management Services for FY 22-23 Annual Pavement Preservation Project (Zone 5 & 6B) dated April 4, 2023.

As requested in the RFP for FY 23-24 Annual Pavement Preservation Project (Zone 5, 6, and 7) we have included their resumes below:



**CONSTRUCTION MANAGER /
RESIDENT ENGINEER**
Javier Soto, PE, QSD/P

CONSTRUCTION INSPECTORS
Kevin Austin, PE, QSD/P
Aycan Kara, EIT – Inspector / Public Relations / Outreach



JAVIER SOTO, PE, QSD/QSP *Construction Manager / Resident Engineer*

Javier is a highly skilled public works engineer with over 30 years of experience in public works including over 15 years with design of roadways and bridges and over 15 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 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 are 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

City of Yorba Linda, FY 22/23 Annual Pavement Preservation Project, Yorba Linda CA
Construction Manager. The project covers a large area (Zone 5 and 6B) of Yorba Linda consisting of residential streets, local collectors, and arterial roadways. The work on this project consists of cold milling, micro-milling, asphalt concrete overlay of over 50,000 tons, asphalt concrete dugouts, slurry seals, construction of over 200 curb ramps (Caltrans standard plan A88A / A88B), construction of curb and gutter, drainage system, manholes/valve covers adjust to grade, installation of 30 loop detectors, pavement striping/markings. Coordination with various utility companies relating to the adjustment to the grade of their utilities.

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 negotiating construction task orders, providing quality assurance inspection and collaborating 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).

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



Also familiar with the utilization of Tensar Glasspave on asphalt overlays and geogrid on R&R stabilization for improved 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.

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 roads, bridges, flood control channels and various public works facilities with an annual capital improvement project budget cost over \$100 million. As the construction manager, his main function is to coordinate with the resident engineers to resolve any outstanding items that could not be reached with the contractor or stakeholders. 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 unit 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 if 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 Yorba Linda, FY 22/23 Annual Pavement Preservation Project, Yorba Linda, CA

Construction Inspector Project covers a large area (Zone 5 and 6B) of Yorba Linda consisting of residential streets, local collectors, and arterial roadways. The work on this project consists of cold milling, micro-milling, asphalt concrete overlay of over 50,000 tons, asphalt concrete dugouts, slurry seals, construction of over 200 curb ramps (Caltrans standard plan A88A / A88B), construction of curb and gutter, drainage system, manholes/valve covers adjust to grade, installation of 30 loop detectors, pavement striping / markings. Coordination with various utility companies relating to the adjustment to the grade of their utilities.

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 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.

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, 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.

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 contractors to perform 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 established 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 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 the 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 / Public Relations / Outreach*

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 include 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 an expert in providing proactive community outreach services and communicating program details to stakeholders, residents, and businesses as well as addressing questions and concerns. 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 Yorba Linda, FY 22/23 Annual Pavement Preservation Project, Yorba Linda CA

Construction Inspector. The project covers a large area (Zone 5 and 6B) of Yorba Linda consisting of residential streets, local collectors, and arterial roadways. The work on this project consists of cold milling, micro-milling, asphalt concrete overlay of over 50,000 tons, asphalt concrete dugouts, slurry seals, construction of over 200 curb ramps (Caltrans standard plan A88A / A88B), construction of curb and gutter, drainage system, manholes/valve covers adjust to grade, installation of 30 loop detectors, pavement striping/markings. Coordination with various utility companies relating to the adjustment to the grade of their utilities.

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

Construction Inspector / Community Outreach 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. During construction, it was essential to keep these entities and the general public informed on a continuous basis regarding construction schedules/activities, access restrictions and options, and signed detour routes through collateral material development; project website content maintenance and up keep; public notifications in the form of construction notices and electronic email blasts; database development; community inquiry assistance; outreach to City entities, emergency services, utility companies, school and City transportation services, elected officials and residents; and project presentations to stakeholders and community groups. 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



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

Construction Inspector / Public Relations Rep 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. She ensured the outreach is performed in a proactive, timely, efficient, and effective manner for all construction activities and concerns/questions they may have. Services include implementing the Project Helpline with inquiries coordination, communication log for inquiries records, internal/external project coordination, and community events coordination and implementation. 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.

Caltrans District 12 (EA 12-1900036), 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. Also involved in the logistics of the ground-breaking and ribbon cutting ceremonies, participated in setup and breakdown of the event, greeted guests with program details and project information, produced posters, programs and copies, took photographs and provided refreshments. 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.



REFERENCES

Below is a list of Fountainhead's similar project experience for various Cities and Counties:

Project / Location	Reference	Services	Photo
ON-CALL CONSTRUCTION MANAGEMENT SERVICES Location: Rialto, CA Year Completed: 06/2018 – Ongoing Project Cost: Various	Art Cervantes Engineering Manager City of Rialto 150 South Palm Avenue Rialto, CA 92376 909.644.7260 ACervantes@rialtoca.gov	Fountainhead is providing construction inspectors on various CIP projects: <ul style="list-style-type: none"> • Etiwanda Corridor Improvements • Riverside Avenue Central Segment Improvements • Cactus Trail Improvements • Riverside South I-10 • Merrill Avenue Improvements • Spruce Avenue from Foothill Blvd to Grove Street 	
ON-CALL CONSTRUCTION MANAGEMENT SERVICES Location: Orange, CA Year Completed: 05/2020 – Ongoing Project Cost: \$3 Million	Michael Hatch, PMP Senior Project Manager Orange County Public Works 1152 East Fruit Street Santa Ana, CA 92701 714.448.9529 Michael.Hatch@ocpw.ocgov.com	Fountainhead provided construction management on various types of projects: <ul style="list-style-type: none"> • Orange Park Acres Pavement Rehab • Crown Valley Pkwy Bridge • Santiago Canyon Road Bridge • Santa Ana-Santa Fe Channel Rehabilitation • Santiago Creek Channel Restoration • O'Neill Retarding Basin • Barranca Channel Restoration Project 	
ON-CALL INSPECTION SERVICES Location: San Bernardino Year Completed: 06/2018 – Ongoing Project Cost: Various	Carlos Seanez, PE Resident Engineer San Bernardino County Department of Public Works 825 3rd Street San Bernardino, CA 92415 909.387.7945 Carlos.Seanez@dpw.sbcounty.com	Fountainhead provides complete on-call construction management, electrical and construction inspection and materials testing services on various projects. Projects includes, but not limited to: <ul style="list-style-type: none"> • Riverside Road and Other Roads • Hook Creek Road & Hospital Road • Hospital Road • Redwood Avenue 	
ON-CALL CM / INSPECTION SERVICES Location: Pico Rivera Year Completed: 03/2020 – Ongoing Project Cost: Various	Nadia Carrasco Assistant Engineer Public Works Department City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660 (562) 801-4965 ncarrasco@pico-rivera.org	Fountainhead is providing construction management resident engineers, and technical support to the City of Pico Rivers on various roadway rehab projects, including: <ul style="list-style-type: none"> • Rosemead Blvd. Rehab (CIP 50041) • Pavement Rehab (CIP 50048) • Water Main Replacement (CIP 21360) 	
LOCKWOOD VALLEY ROAD EAST (AE21-035) CONSTRUCTION INSPECTION SERVICES Location: Ventura, CA Year Completed: 03/2021 – 09/2022 Project Cost: Various	Christopher Solis, PE Engineering Manager County of Ventura Roads & Transportation 800 South Victoria Avenue Ventura, California 93009-16 805.654.2065 Christopher.solis@ventura.org	Fountainhead provided construction inspection services for various projects. The Lockwood Valley Road East (AE21-035) included Asphalt Concrete Hot Mix, Asphalt Rubber Aggregate Membrane, AC Paving, AC overlay, Portland Cement Concrete, Hot Mix Asphalt pavement, Asphalt Dike, concrete pavement, Slurry Seal, cold in place recycled paving, curb and gutter, sidewalks, and ADA ramps. The project was located on the east half of Lockwood Valley Road, about 10 miles long.	



OVERVIEW AND APPROACH

Project Understanding

The City of Yorba is proposing an annual pavement preservation project on various roads and curb ramps in Zones 5, 6 and 7 in Yorba Linda, CA. The project aims to protect the vital roadway infrastructure servicing these primarily residential areas and provide ADA compliant curb ramps at approximately 70 locations in the city. Striping plans will be implemented on main thoroughfares such as Yorba Linda Boulevard, Esperanza Road and La Palma Avenue.

The project covers portions of Yorba Linda's Zone 5, generally located to the east of Yorba Linda Blvd as well as Zone 6 just to the Southwest of Zone 5 and Zone 7 which is on the easterly side of the City.

The project is located in several different residential areas within the City of Yorba Linda adjacent to parks, railroad tracks, schools and commercial properties. Travis Ranch Middle School, Orange County Fire Station #53, Canyon Park are within the project area and traffic in these areas will be given special consideration.

The work on this project generally consists of, cold milling, micromilling, asphalt concrete overlay, asphalt concrete digouts, slurry seals, construction of curb ramps, construction of curb and gutter, manholes/valve covers adjusted to grade, installation of 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 construction inspector will need to monitor the work to ensure that the contractor applies the appropriate spread rates for slurry Type 1 & 2 for the slurry operation and for the pavement operation monitor asphalt temperatures during the paving process, verify the overlay thickness during the laying process and enforce that the contractor does not apply any water during the curing/cooling process. The new asphalt pavement and slurry seal roads will be striped (2 coats) per-specification markings.

As the first order of work, **ADA compliant** curb ramps will be constructed as per Caltrans standard plan A88A/A88B. The contractor shall ensure continuous pedestrian through the neighborhood and arterial highways during the curb ramp construction phase. Thus, the removal and reconstruction of the curb ramps on each street must be phased to ensure pedestrian continuity. The next order of work is the asphalt overlay work with the slurry seal work to follow upon completing the asphalt work. The last order of work is the striping and outstanding punch list items. It is critical that the inspector continually observes the weather for any upcoming inclement weather that can delay any of the aforementioned operations.

The project will last 3 months (approximately 66 working days plus 22 days for pre/post closeout), but weekend and night work are not expected. The Working hours are from 7:30 am to 4:00 pm Monday-Friday, excluding holidays. Lane Closures are 9 am to 3:30 pm Monday – Friday, excluding holidays. To provide uninterrupted traffic flow, a multi phased traffic control plan will be provided by the contractor. 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 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.



City's Scope of Services

Fountainhead understands that construction is anticipated to start in June 2024 and the project is anticipated to run for approximately 3 months for a total project cost of \$3.5 million. The proposal scope of work should include but not be limited to the following:

- Attending and running pre-construction & progress meetings
- Observing work performed by the contractor for general conformance with the plans and specifications. The project inspector will be expected to be onsite at all times during construction activities.
- Identifying defective work and unacceptable material
- Preparing and maintaining records of daily reports, project correspondence, submittals and other documents generated during inspection of the contract work.
- Taking field measurements, validating quantity of work items, recording test data and documenting field conditions as required to adequately document the construction.
- Negotiating contract change orders.
- Coordinating special materials testing.
- Assisting with project closeout procedures.

A. Project Coordination and Correspondence

- Plan, schedule, and conduct a pre-construction meeting to review issues pertaining to project implementation and administration. Prepare and distribute meeting minutes within five calendar days of the meeting.
- Document existing site conditions prior to construction. Keep a running log that is specific to each of the properties directly adjacent to the project limits. Document any damage to public and private improvements incurred during construction operations and meet with owners immediately following discovery of damage to resolve repair requirements and responsibilities.
- Communicate & coordinate with surrounding property owners by creating written notifications & responding to questions & concerns.
- Communicate and coordinate with utility companies by creating written notifications and responding to questions and/or concerns.
- Receive, log, track, and respond to all claims
- Ensure that all Requests for Information, Change Order Requests and other similar inquiries are processed and coordinated in a timely manner.
- Identify if office space is needed on site.

B. Schedule Management, Progress Meetings, and Reports

- Schedule and conduct weekly construction project progress meetings. Provide meeting agendas and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination, status of change orders, submittals and RFIs, safety issues, and other topics. Identify action items and assign responsibility for the action and date action is to be completed. Prepare minutes of the meetings and include identified action items. Review the meeting minutes with the Contractor and obtain the Contractor's concurrence with the content. Distribute the minutes to the attendees within five calendar days of the meeting.
- Oversee the schedule including review of contractor's schedule and provide a weekly statement of working days. Make suggestions to get the contractor back on schedule as necessary.
- Coordinate with the Yorba Linda Water District and SCE in addition to other activities and utility works as necessary.

C. Progress Payments and Change Orders

- Coordinate the review of the Contractor's monthly progress payment request with City staff and prepare a recommendation stating the proper amount of payment. Prepare detailed monthly progress reports to the satisfaction of the City. On a monthly basis, review the Contractor's updated progress payment as compared to the progress reports. Submit for the City's final approval.
- Prepare, log, and monitor Contractor or City initiated changes to the work, extra work and change orders. Request cost proposals from the Contractor for extra work and negotiate a cost for City's approval. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change; schedule impacts; background leading to the issue; resolution alternatives and resolution recommendation for action by the City. Prepare and submit change orders in the City's format to the City for written approval within seven calendar days of the finalization of negotiations. In addition, identify which project change orders are due to design errors and omissions, unforeseen conditions, and owner related changes. Ensure that everything is processed in a timely manner.
- Conduct monthly schedule and progress payment meetings with the Contractor and coordinate and verify the updated record drawings at this meeting. The construction progress shall be based on an agreement between the Construction Manager and the Contractor of the physically installed bid item quantities. The result of these meetings shall be the update of the construction schedule and the progress payment estimate.
- Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports as applicable for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractor's match



inspector's daily diaries and inspection reports. Take employee interviews for verification of payroll compliance as applicable with state and federal regulations.

D. Material and Shop Drawing Submittals

- Review each submittal received from the Contractor for conformance with the requirements of the drawings and specifications. Check each submittal against the Contractor's schedule for potential resubmittals that may cause schedule impacts. Coordinate required reviews of submittals with the design engineer and the City. Respond to non-design team related submittals (e.g. schedule, schedule of values, traffic management plan).
- Log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor. Update the submittal log as items are received and responses given. Prepare weekly exception reports identifying outstanding submittals and reviews. Review with the Contractor the status of submittals at the weekly construction meeting using the submittal log and the master submittal list.
- Ensure timely response of submittals including corrections and resubmittals.
- Coordinate evaluation of "or-equal" or product substitution requests with the design engineer, the City, vendors, manufacturers, and others. Prepare evaluation and recommendation for "or-equal" or product substitution request.

E. Request for Information (RFI)

- Develop and maintain the RFI log. Track, review and respond to the Contractor RFI. Distribute RFI to appropriate staff and/or architect and coordinate timely response. Review answers and prepare formal response to Contractor within five calendar days of receipt of response, or as needed to meet the schedule requirements. Respond in writing to Contractor questions from a reasonable review of drawings and specifications for clarification items. Validate changes in the record specifications and plans.
- Review and respond to requests for design revisions by the Contractor. Responses to requests for design revisions require prior approval from the City and/or engineer of record. Revisions in design may take the form of value engineering and shall require extensive research, evaluation, and recommendation from the design engineer. Provide written recommendations, as required.
- Initiate and review field orders and schedule requirements when a change in the work is required. Issue the field order to the contractor and monitor the work for compliance. Track the issued field orders in a log. Validate the changes in the record specifications and plans. If required, follow-up with a change order within seven calendar days of mutual agreement with Contractor on pricing and conditions.

F. Construction Observation/Inspection Services

- Provide inspection personnel to ensure that materials and workmanship are in compliance with the contract documents. Review reports prepared by the contractor for construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, noting delays in work and reasons for delays, and deficiencies, which may impact the schedule.
- Prepare daily inspection records and weekly status reports. Prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Advise the City and the Contractor of deviations in the work and document any deviations. Record deviations that are not corrected and immediately deliver a Notice of Non-Compliance to the Contractor. Perform necessary follow-up to resolve Notices of Non-Compliance. Include unresolved Notice of Non-Compliance on substantial completion punch lists.
- Consultant shall propose a combination of inspection and construction management level of effort that will provide sufficiency in overseeing the daily construction activity while at the same time demonstrating efficiency and maximizing the complementary efforts of the two (2) positions.
- Consultant shall provide inspection of water quality best management practices (BMPs) for the project. Responsibilities shall include but not be limited to coordination with Qualified SWPPP Practitioner or Developer (QSP/QSD) to ensure that BMPs are installed correctly, in good repair, and functional in conformance with the Storm Water Pollution Prevention Plan (SWPPP), Erosion and Sediment Control Plan, and all General Construction Permit requirements. The consultant shall inform the City of any potential violations and coordinate with the QSP/QSD to correct all deficiencies to ensure that the project is in compliance with all water quality regulations.

G. Pre/Post Construction Services

- Provide other pre-construction coordination tasks needed among affected stakeholders and provide assistance with on-boarding of the contractor.
- Deliver the Operations and Maintenance Manuals and any spare parts and equipment upon acceptance of the project by the City.
- Recommend final payment in the form of a release of retention to the Contractor in accordance with the contract requirements. Verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Obtain a Conditional Waiver of Lien from the Contractor prior to recommending final payment. Certify final payrolls.
- Provide Contractor's red-lines to the City for as-builts.



Fountainhead team members will focus on the following construction elements, when performing construction management and inspection services. Services include pre-construction, construction, post-construction inspection and land development.

Pre-Construction Phase Activities

The pre-construction phase is critical to project success and to engaging our team's overall concept of "no surprises" resulting from a failure to communicate project information. Our team begins meeting with the City to review, implement and agree on detailed procedures, expectations and lines of communication as well as to create an environment where the City Construction Manager team becomes integrated into a single cohesive force for managing the construction contractor. We begin with a kick-off meeting so project stakeholders like utility companies, County, the designer, and other stakeholders can identify points of contact with consultant and City staff. We also provide a detailed schedule of activities and are ready to discuss major project issues (ROW/utility/ environmental/ phasing and staging) summarized in the Early Action Notification Letter from the RE. A document exchange generally occurs currently, which assists with the readiness review.

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

Pre-Construction Conferences: Javier arranges a pre-construction conference with all project parties and stakeholders to reiterate communication protocols, define the roles and responsibilities for all stakeholders and to highlight important issues and key factors necessary to make this project a success. Some of the major issues that must be addressed at the earliest time are the utilities relocations, right of way, long lead items, and the traffic management plan (TMP). At the meeting, Javier reviews the contract, pertinent sections of the plans as well as specifications and permits to help coordinate with the City, contractors, and stakeholders in attendance at the meeting. Our team also records the meeting minutes and distributes them to all parties. We take photos and video of the project site and surrounding streets including haul routes and staging areas prior to the start of construction and NTP. Javier reviews and approves the contractors' early submittals including SWPPP, critical path method (CPM), safety, notification of Dispute Resolution Advisors (DRAs) or Dispute Resolution Board (DRB), notices of material to be used, shop drawings, concrete mix design, and other required early submittals. We assist the City in preparing and conducting a pre-bid meeting to attract a broad array of bidders and assist those bidders in understanding the scope of work, terms and conditions of the contract, schedule constraints, permit requirements, and other planned improvements within the project vicinity. A list of prospective bidders is established, and bidder's inquiries are gathered and logged with responses disseminated to all those participating. The Fountainhead team coordinates with the City's Design Consultant in responding to any design inquiries that the prospective bidders may have.

Upon submittal of the bids, the Fountainhead team assist the City in reviewing the bids and evaluating the bid results. The review involves making sure that the bids comply with the terms and conditions of the contract and that the bidders are deemed responsive bidders. After reviewing all the responsive bids, the Fountainhead team make a recommendation to the City on the successful low bidder. We then prepare, coordinate, and process Notice of Award, Agreements, and Purchase Orders.

Construction Phase Activities

Upon the contractor's notice to proceed, the Fountainhead team verifies the contractor has complied with all the permits and requirements necessary to begin the project. Certain early documents require review, such as the contractor's Required Submittal List and the Baseline Schedule. The required submittal list and the preliminary baseline schedule (using the latest version of Primavera P6) are reviewed to determine if there are any obvious missing activities and check for any logic issues that are in error, which could affect the subsequent Baseline Schedule.

Safety: The Fountainhead team review the Contractor's Safety Plan and Injury and Illness Prevention Program (IIPP) for compliance with CalOSHA, City and County's Safety Program requirements. We also verify certification and monitor required UPRR safety training for all personnel on the project when project involves railroad. While the Contractor has sole responsibility for compliance with safety requirements, we monitor the Contractor's compliance during construction activities and any reports generated through the natural progression of the project. Any observation of deficiencies in safe practices results in a request for immediate remediation and a report to the City and the contractor.



Additionally, our team monitors and enforces debris handling and disposal plans, hazardous materials communication plans, emergency action plans, job hazard analysis, incident and inquiry reports and monthly safety reports. We conduct weekly tailgate safety meetings and attend the Contractor's scheduled safety meetings. Our efforts focus on prevention to make sure we maintain a safe work site for the contractor, subcontractors, inspectors, field personnel, visiting City staff, and the public at large.

Fountainhead's commitment to total safety excellence throughout all projects was instituted by establishing safety as a core value. To achieve Fountainhead's goal of zero incidents, all employees are required to actively participate in the Fountainhead's Safety Training Program conducted through its Web-based program. In addition, the Fountainhead Team developed a Code of Safe Practices specific to the project, and it covers all aspects of project safety, including personal protective equipment (PPE). All project personnel are required to read and sign off on the Code of Safe Practices. Biweekly safety tailgate meetings are conducted in accordance with California Division of Occupational Safety and Health (Cal/OSHA) regulations, and meeting minutes are kept on file.

Stormwater Pollution Prevention Plan (SWPPP): Javier Soto, PE, QSD/P assists the City in filing all Notice of Intent (NOI) and Notice of Termination (NOT) for the project on the California State Water Resources Control Board S.M.A.R.T.S. website, as well as preparing and helping to file the required annual reports. Javier reviews and comments on the Contractor's SWPPP document to ensure compliance with the Statewide General Permit. Our Fountainhead team reviews installation and maintenance of BMPs, prepares weekly stormwater inspection reports, ensures testing – if required – is completed and ensures compliance with the SWPPP document. Upon the contractor's notice to proceed, the Fountainhead team verify the contractor has complied with all requirements necessary to begin the project and that all permits are in order. We obtain copies of all relevant project permits and ensure project compliance throughout the life of the project including environmental permits, resource agency permits, and City issued permits. Javier works with the contractor to ensure necessary construction permits are in place, including WDID, Conditions and Standards where applicable.

Weekly / Monthly Project Progress Meetings and Reports: During the construction stage, Javier holds weekly construction progress meetings attended by the Contractor, City, County, relevant utility companies, and others. In these meetings, an agenda is submitted which includes items the City and Contractor would like to discuss. Items that are not resolved from the agenda are carried on to the next meeting. We review the project status, the look-ahead schedule including long lead items, outstanding RFIs, submittals, and any other issues of concern. Meeting minutes are prepared and distributed, requesting either the concurrence of those who attended, or suggested corrections to the minutes.

Afterwards, the minutes are filed as either approved or amended. We hold a monthly meeting with the City to discuss the monthly project. The goal is to keep all stakeholders informed of progress, to mitigate issues before they arise, and to ensure that the project lands within the designated time frame. Javier prepares the monthly project status report that summarizes the Project's overall progress against the projected project plan. The goal of a project status report is to keep all stakeholders informed of progress, to mitigate issues before they arise, and to make sure that the project land within the designated time frame. The report summary includes updates to the Key Milestones Table, Progress and Deviations from Plan, Risk Register, Financial Status, Change Request History, and others.

Submittal Management Review: Fountainhead is in the habit of turning around submittals, especially those on the critical path, within a few days, if possible. This serves two purposes: first, it gives the City, City-owned-float for the CPM schedule, which may be used later or to mitigate potential days that would be allowed to the Contractor for a contract change order; second, it helps finish the project early. Our database tracking is used to log and manage all submittals such as shop drawings, mix designs SWPPP, CPM baseline and updates, permits, and demo plans. Our P6 approach

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



also keeps the contractor informed that a submittal is soon to be due and is expected. Fountainhead’s pre-developed list of required submittals provides early notifications.

Request for Information Management Review: RFIs are evaluated to determine if a response from the field team is possible. When the RFI has no impact to schedule, budget, or quality of along the way, the RFIs are tracked in our system so responses are available for team review as soon as possible. Responses are expedited to avoid Contractor delays. To keep RFIs moving towards resolution, a status review is performed in our weekly job site meeting. Resolution of RFIs by the field staff helps keep projects within budget and schedule. Timely submittal processing is essential in assisting the Contractor in keeping on schedule. This allows early acquisition of materials and other offsite procurements, so materials are available when required. We develop a list of required submittals early, and regularly compare our list to that of the Contractor to make sure all items are identified with anticipated delivery/completion dates denoted on our schedule. A distribution list is used to verify key staff have reviewed and accepted key submittals. Our database is used to log and manage the shop drawings and sample/submittal process, allowing review of submittal status during the weekly progress meeting.

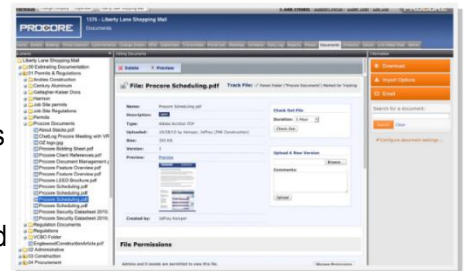
Schedule Control: Schedule control is a critical on-going task which begins with the baseline schedule. Our team utilizes several tools for schedule control as described herein.

Base-Line Schedule Review: Javier reviews the contractor’s initial baseline schedule to make sure it is reasonable, practical, and includes a comprehensive plan for accomplishing the work. Javier verify whether the contractor has provided the appropriate schedule to interface with other activities, such as submittal reviews, material deliveries, traffic management, and agency reviews. If the initial submittal is not acceptable, we work with the contractor to develop a schedule that is achievable and meets contract requirements.

Monthly Schedule Updates: Javier reviews the contractor’s schedule updates for accuracy and runs claim digger reports to compare with previous approved schedule update and verify the schedule is not being manipulated. We run reports based on the monthly update that indicate activities that have not started by their early start date, allowing us to discuss methods of recovering lost days.

3-Week Look Ahead Schedule: Javier tracks the contractor's progress using the start and finish dates shown on the 3-week look-ahead schedule submitted by the contractor each week and compares it with the monthly schedule update. The actual dates on the 3-week look head schedule are verified against inspector diaries. Any discrepancies in start and finish dates between the 3-week look-ahead schedule, monthly schedule updates, and inspector diaries are discussed during monthly schedule review meetings with a strategy to manage the project within contract duration.

Document Management System: Fountainhead personnel provide an electronic, cloud-based Construction Management System (CMS), or we can use an Oracle/Primavera system that tracks and analyzes the schedule, budget, cost- to-date, and change order information for Javier Soto, PE. Aycan Kara, establish and maintain a filing system, in hard and electronic copy using Caltrans Construction Manual as guidelines to make sure there is compliance with state funding requirements for this project. On a weekly basis, Aycan uploads electronic data documentation to the City's Major Projects Portal. Submittals and RFI logs are developed and maintained, and all RFIs and submittals are logged and tracked in accordance with when it was received and returned to the Contractor for disposition and response status.



Communications and Correspondence: We have prepared a communication protocol as approved by the City. Fountainhead logs all communication, provide timely responses as stated by the communication protocol, seek approval from the City as appropriate, certify contract compliance, and communicate all submittals. Typically, such correspondence is logged in Category 5 of the Caltrans Filing System. All correspondence from and to the Contractor and others are filed electronically in CMS and made available anytime for review by the City.

Progress Reporting and Daily Reports: The Fountainhead team provide the City with project status reports on a weekly and monthly basis and as requested by the City. The weekly reports provide a summary of the activities completed the previous week, ongoing activities for the current week and scheduled activities for the following week. This report also includes any field conflicts and issues that may have arisen during the week. The monthly construction



management reports describe the status of the project's budget, schedule, submittals, change orders, claims in process and current and anticipated work progress. Project inspectors are required to complete daily inspector reports (DIRs) within a 24-hour period of witnessing the work performed. These DIRs include field activities; which are tracked by contract bid item, labor, and equipment; a narrative of the work; and related photographs. Each report is signed by the inspectors and then reviewed and signed and reviewed by the Senior Resident Engineer / Construction Project Manager.

Project Changes and Construction Change Order Management: Requested changes must be reviewed and evaluated for merit. Our review also assesses the impacts to project schedule and budget (independent cost estimates or [ICEs]), and we advise the City with a recommendation of findings. On conceptual approval as to merit, we negotiate these changes with the Contractor and submit these negotiated change requests to the city construction Manager for concurrence approval. Recommendations regarding change order cost and schedule impacts are based on independent cost estimates developed concurrently with the Contractor's request and include a record of negotiations. This may also include a schedule fragment analysis using Primavera P6 to manage progress recovery associated with the requested change.

Material Testing: We will manage the required soils and materials testing through your On-Call Testing consultant and inspections to determine materials incorporated into the project are procured, installed and tested, as well as modified (if necessary) so they conform to the contract documents and applicable codes, standards, procedures and processes. Sampling and testing activities will be conducted in accordance with applicable testing guidelines. We will also maintain testing summaries to confirm that all unacceptable work is recorded and corrected prior to the contractor placing new work on non- conforming work. We will test materials as necessary per the project plans, specifications, and the City's requirements.

Post Construction Phase Activities

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.

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 project plans for as-built purposes. These as-built plans are modified to reflect what was constructed and include 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, our Team issues a letter of acceptance and formally relieves the Contractor of any further responsibility for the project. Project close-out phase includes:

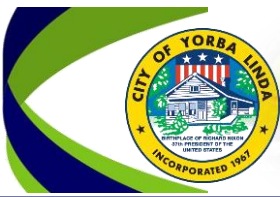
- (1) Resolving any outstanding claims and providing supporting information,
- (2) Recommending approval of the final payment to the Contractor to the City,
- (3) Ensuring that all liens on the project by the Contractor or Subcontractors have been released.
- (4) Archiving all project records, including 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 1-year warranty inspection 1 month before it is due and create a comprehensive punch list and follow up with the 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.



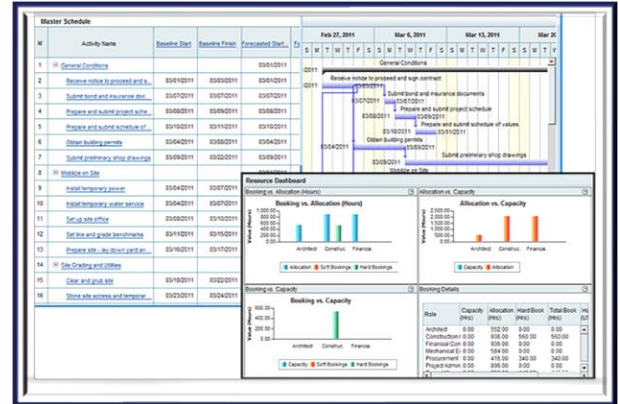
The following graphic describes our approach to completing the Scope of Work.





Project Controls

The Fountainhead Team must deliver auditable, reliable records and budget forecasts. Each of the stakeholders with a financial interest in the project will be watching the developments closely. Working with the City we will develop and provide a monthly progress report on the financial status of the project. This monthly report will contain the current budget and schedule status. The construction expenditures are generated in the items of work which are measured and recorded and reviewed by the field team in the monthly progress pay estimates. Change orders, both actual and anticipated, must also be accurately tracked. This data will feed the overall budget review of the project each month that accounts for the cumulative progress payments, expenditure forecasts and anticipated total project cost.



To manage costs and budget, project issues not identified in the plans are where the budget and expenditure changes occur. Issue resolution will be every team member's responsibility, particularly the inspectors in the field as this is the least expensive place to solve a problem. This will assist in keeping the project within budget and schedule because problems are not hidden, and impacts can be anticipated in advance.

Each progress payment is linked to the previous payment, and we verify that the contractor only receives payment for pay items or change order extra work bills to which the contractor is entitled. Likewise, we will review certified payrolls, DBE reports and EEO records to monitor labor compliance. We will also review progress reports, lien waivers, inventory of materials on-hand, quantity surveys, and monthly schedule updates. Retention and other applicable deductions are reviewed to verify they are properly recorded on each progress pay estimate.

Effective change order administration is essential for controlling the cost and schedule.

The goal is to provide timely response to the contractor while assuring that the costs of changes are fair and reasonable to the City and the contractor. Issues may arise that have the potential for leading to claims. We minimize and avoid potential disputes by staying involved with the project and listening to the concerns of all project stakeholders. We also recognize the importance of maintaining proper documentation pertaining to any dispute. If a dispute and/or a claim become an issue, we will review the dispute or claim, determine additional analysis to be performed, and provide recommendations to the City. We have a history of resolving issues prior to completion of the project, and we are skilled at examining issues along with related specifications and maintaining detailed project documentation which mitigates potential claims from the contractor.

These prudent efforts of cost estimating translate into our construction Project Controls. We establish and maintain the monthly estimates. This includes change order logs, estimate and item overruns, and we make certain that potential change orders have been assigned an adequate dollar amount and not underestimated.

These logs list change orders in the body of the monthly estimate to have a running total of all costs. We assist in facilitating payment on materials on-hand to be reflective of the material used. As the project progresses, contractor payment requests are reviewed and compared against the schedule to verify that the amounts requested are appropriate for the work that has been put into place in the required time frames. Through the use of a cost-loaded schedule, Fountainhead can accurately determine the value of work in place and make certain that all payments are commensurate with the monthly payment requisitions. Actual project expenditures and anticipated project costs are compiled in a detailed cost report, and, along with an updated project schedule, tracking logs and copies of all meeting minutes, are summarized in monthly reports and submitted to the City.

Fountainhead's Cost Control Plan Includes:

- Reviewing Plans and Specifications
- Preexisting Condition Photo Log
- Determining scope
- Schedule Controls
- Establishing Milestones
- Providing Expert staffing
- Budget Controls
- Document Controls
- Communication plan
- Feedback Meetings
- Neighborhood Friendly Construction Practices



Partnering with the Contractor brings ideas to expedite completion of the project on time, and possibly early, and to explore any potential value engineering costs proposals (VECPs). Additionally, we make sure all certificates of compliance for material have been submitted on time and all asphalt concrete (AC) and portland concrete cement (PCC) records are in the file and validated.

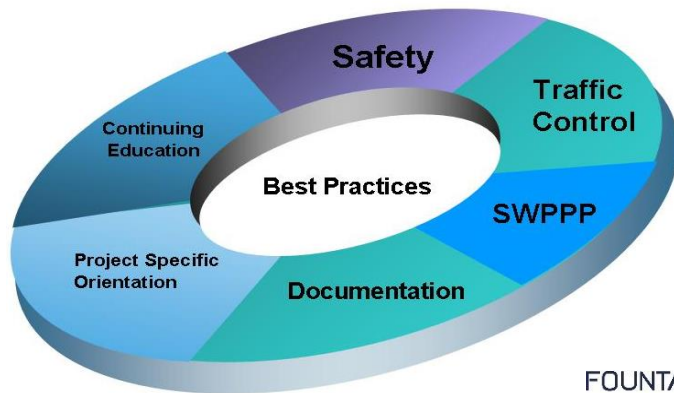
Quality Control

Fountainhead considers Quality Control as the backbone of the services it provides. Fountainhead has developed an internal Quality Assurance/ Quality Control (QA/QC) system that is implemented on all projects. Implementation of this system has resulted in all Fountainhead Construction Managers managing construction projects successfully passing federal and state audits for funding reimbursement and timely closeout with project agencies. Each project team member is responsible for quality assurance and quality control; it does not lie on one individual. Each member of the construction management team is responsible for reviewing their documentation on a consistent basis and adhering to the procedures and requirements set forth in the Caltrans LAPM. For each project, Fountainhead designates a QA/QC Manager that is responsible for performing independent reviews of the project records and project site to assure compliance with the contract documents. Our QA/QC program will commence at the start of the project with the preparation of Project Management Plan PMP and QC/QA Plan. The plan will contain detailed guidance for all staff regarding quality procedures and guidelines for all phases of this project. Victor Valdovinos will work closely with our corporate QA/QC expert to develop a PMP and Quality Management Plan tailored for this project.

Our quality program starts with selecting the right people with the proper training and experience.

We monitor and maintain quality in three main areas during the construction of your projects. We ensure certification of materials inspectors and testers. Our inspectors and testers are currently certified in the required tests for the project. We maintain a spreadsheet of all personnel and their certifications and expiration dates. If re-certification is required, we ensure that it occurs in a timely manner. If an inspector or tester is not certified for a particular test, we train and certify the individual for that test, so the person can be more valuable and flexible to the team.

Quality Control & Training Program



FOUNTAINHEAD

During construction, we frequently monitor the quality control testing. If failed tests or other indications of problems occur, we work with the construction contractor to solve the issue. We can assure the City of Yorba Linda that timely corrective action occurs, and failed tests are reconciled. In addition to the Account Manager, our Quality Control Officer visits each of our projects periodically to check diaries and pay quantity documents. The diaries are checked for complete information. Complete information protects the City of Yorba Linda in the event of an incident on the project. The diary contains sufficient information to facilitate adjustment of items and support the City of Yorba Linda in the resolution of claims. Pay quantity documents are checked to assure proper calculation and checking is performed. Pay quantity documents are compared to Material Release forms, such that payments are made only for released material. Contract Change Order payments is checked to assure that they concur with the change order. Fountainhead assures that all local, state, and federal safety rules and regulations are always enforced.

Construction Management Phase Quality Assurance Plan: The Construction Management QA/QC phase activities will follow typical construction phase activities including comprehensive reviews, inspection, testing, monitoring and documentation of all construction phase tasks by the selected Contractor.



Inspection and Testing: Fountainhead will confirm the quality of performance and the workmanship and material incorporated into the project. Inspection task will include a combination of full-time inspection, periodic inspection and audit and verification of testing or certificates of compliance by others. Periodic inspection and audits will provide confirmation that the completed work item conforms to contract requirements through periodic review of the construction activities as they proceed. The testing being performed both on-site and off-site, and confirmation of the test results and back-up documentation (for example, certificates of compliance, concrete tickets, etc.) will be audited. The frequency will depend on the operation, and at times will include, but will not require, full time inspection to verify the quality of the finished product. A detailed program listing all construction activities and the frequency and types of inspection will be prepared as part of the project specific Construction Management Plan.

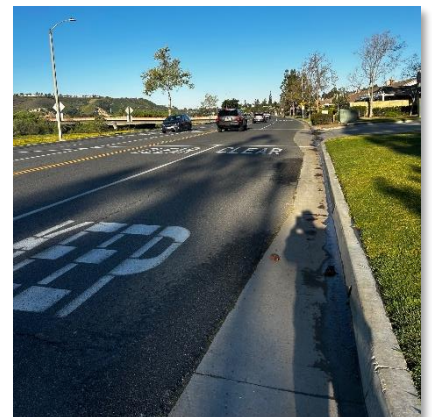
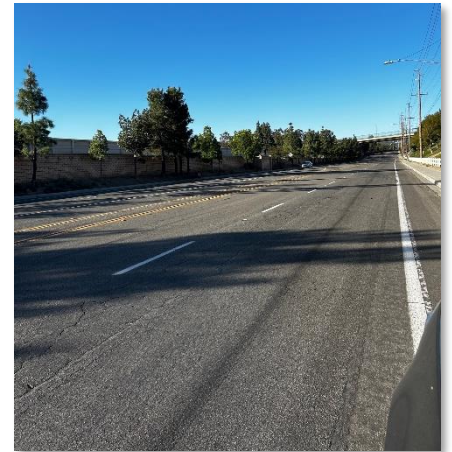
Quality Control: This task includes standard QA/QC procedures for actions and inspections performed by Fountainhead staff. Full documentation will be provided for each construction phase task in accordance with internal and City standard construction inspection procedures.

Quality Assurance: Fountainhead will provide Independent Quality Assurance staff to provide documented acceptance testing, benchmark inspection at production “hold points”; and continuous inspection of critical activities to assure that contract requirements are met.

Oversight Quality Assurance: Those actions performed by the City to verify satisfactory actions by all parties noted above. Javier will be responsible for maintaining the overall construction quality assurance program, and is responsible for managing the Construction Engineering, Inspection and Testing staff. His responsibility includes appropriate documentation and record keeping in accordance with Caltrans Construction Manual and Contract requirements, and coordination with Contractor and City Oversight. He will be the single point of contact with the City’s Project Manager and the Contractor’s Construction Managers.

Fountainhead Administrative Support Staff will report to the Project / Construction Manager and is responsible for maintaining complete construction records and for providing coordination with the City, Stakeholders, and the public. Fountainhead’s Team of inspectors and testers will report directly to the Resident Engineer. These individuals will be responsible for maintaining correct, accurate and detailed Daily Records for their assigned construction activities.

Fountainhead will prepare a Construction Quality Management Plan that documents quality control and assurance procedures as they relate to construction. The Construction Quality Management Plan will ensure all state, federal, and local standards are met, as well as the specific requirements of the Contract and the environmental documents. Our team will implement the following Quality Control/Quality Assurance Work plan to ensure the project is controlled from these various stakeholder perspectives.



REQUIRED FORMS



NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Yorba Linda or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Yorba Linda public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 26th day of April, 2024, at Fontana, California.



Signature of Authorized Representative

Ivan Benavidez, Jr. PE

Name of Authorized Representative

Director

Title of Authorized Representative

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services and hereby accepts all conditions and requirements as contained therein.

Consultant: Ivan Benavidez, Jr
Name (Please Print or Type)

By:  Director
Consultant's Signature & Title

Date: April 26, 2024

CERTIFICATION OF PROPOSAL TO THE CITY OF YORBA LINDA

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;
- H) The proposal response includes all of the commentary, figures and data required by the Request for Proposal, dated April 5, 2024

- l) The proposal shall be valid for 180 days from the due date of this RFP.

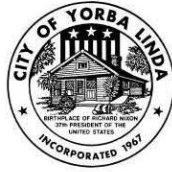
Name of Proposer: Fountainhead Consulting Corporation

By: 
(Authorized Signature)

Type Name: Ivan Benavidez, Jr.

Title: Director

Date: April 26, 2024



April 24, 2024

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
FY 23/24 ANNUAL PAVEMENT PRESERVATION PROJECT (ZONES 5, 6, AND 7)
RFP ADDENDUM NO. 1

Included herein as part of this Addendum No. 1 are answers to questions that have been proposed to date:

1. How many curb ramp removals and reconstruction does the City anticipate on this project?

Approximately 70 curb ramps will be removed and replaced.

2. In the RFP, Section V Scope of Services, Subsection B, it makes reference to coordination with Yorba Linda Water District and SCE. Do we have any utilities to relocate on this project?

No utilities are anticipated to be relocated.

3. What are the daily working hours and does the City anticipate any weekend and/or night work?

The Contractor's activities shall be confined to the hours between 7:30 AM and 4:00 PM, Monday through Friday, excluding holidays. Lane closures are only allowed between 9:00 AM and 3:30 PM, Monday through Friday, excluding holidays. Weekend and night work is not anticipated.

4. Will the City provide the number of working days anticipated on the project? The RFP only stated the project taking "approximately 3 months plus an assumed pre/post construction closeout period of 1 month for a grand total of 4 months of services" on Page 4 of the RFP. Your response is appreciated.

For purposes of this RFP, please assume a baseline of 3 months (66 working days). Please also include the pre/post closeout period as an option item assuming 22 working days.

This Addendum No. 1 consists of this page and the Addendum Receipt Certification. **Any proposal not containing the Addendum Receipt Certification will be considered an incomplete proposal and will not be opened.**

4/24/2024

Date

Rick Yee

Rick Yee, Deputy Public Works Director



ADDENDUM RECEIPT CERTIFICATION

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR

FY 23/24 ANNUAL PAVEMENT PRESERVATION PROJECT (ZONES 5, 6, AND 7)

Proposer acknowledges receipt of this Addendum and inclusion of its conditions in his -proposal by signature below and attachment of this Addendum to his proposal. **PROPOSALS NOT CONTAINING THIS CERTIFICATION WILL BE REJECTED.**

Addendum No. 1 Date: April 24, 2024

Received by:  Date: April 24, 2024
(Signature)

Name: Javier Soto, PE Title: Director
(Print)

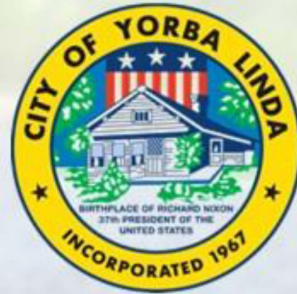
Bidder: 
(Authorized Signature)

Name: Ivan Benavidez, Jr. Title: Director
(Print)



FOUNTAIN  **HEAD**

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



REVISED COST PROPOSAL TO

CITY OF YORBA LINDA

FOR

**Construction Management and
Inspection Services**

FOR

**FY 23-24 Annual Pavement
Preservation Project (Zone 5, 6 & 7)**

June 7, 2024



Prepared by

FOUNTAIN  **HEAD**



Prime Consultant Name - Detailed Labor and Fee Breakdown
City of Yorba Linda
Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan



SECTION V - SAMPLE COMPENSATION/PAYMENT FEE SCHEDULE

LABOR/PERSONNEL COSTS														OTHER						
Prime Consultant Team - PROJECT FEE BY TASK BY PERSONNEL																				
Task/Phase No.	Task Description	Project Director/Point of Contact	Project Manager / CM / RE	Construction Inspector	Construction Inspector / Public Relations / Outreach	Discipline 1 (Ex. Civil, etc.)		Discipline 2 (Ex. Structural, etc.)				QA/QC	Clerical / Administrative	TOTAL HOURS PRIME CONSULTANT	TOTAL FEE Prime Consultant Name	if applicable			TOTAL FEE Other Reimbursable Costs	TOTAL PROJECT FEE (Labor and Direct Costs)
						Title	Title	Title	Title	Title	Title					TOTAL FEE Sub Consultant 1 (Discipline 1 (Ex. Geotechnical))	TOTAL FEE Sub Consultant 2 (Discipline 2)	TOTAL FEE Sub Consultant 3		
Burdened Hourly Rate		\$ -	#####	\$145.00	\$145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
TASK 1: PRE-CONSTRUCTION PHASE																				
Task 1.1	Project Meetings		10	10	10									30	\$ 4,700.00		\$ -	\$ -	\$ -	\$ 4,700.00
Task 1.2	Progress Reporting		10	10	10									30	\$ 4,700.00		\$ -	\$ -	\$ -	\$ 4,700.00
Task 1.3	Project Management Plan		10	10	10									30	\$ 4,700.00		\$ -	\$ -	\$ -	\$ 4,700.00
	SUBTOTAL	0	30	30	30	0	0	0	0	0	0	0	0	90	\$ 14,100.00	\$ -	\$ -	\$ -	\$ -	\$ 14,100.00
TASK 2: CONSTRUCTION PHASE																				
Task 2.1-3	Roadway Construction Inspection		180	366	185									731	\$ 112,295.00		\$ -	\$ -	\$ -	\$ 112,295.00
	SUBTOTAL	0	180	366	185	0	0	0	0	0	0	0	0	731	\$ 112,295.00	\$ -	\$ -	\$ -	\$ -	\$ 112,295.00
TASK 3: FIELD SURVEY AND SELF EVALUATION																				
Phase A	Public Right-of-Way													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase B	Public Buildings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase C	Parks													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase A	Public Right-of-Way													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase B	Public Buildings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase C	Parks													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 5: PUBLIC OUTREACH																				
Task 5.1	Development of Public Outreach Plan				0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5.2	Attendance of Virtual/In-Person Public Outreach Meetings				0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 6: DATABASE																				
Phase A	Public Right-of-Way													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase B	Public Buildings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase C	Parks													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 7: PRELIMINARY COST ESTIMATES																				
Phase A	Public Right-of-Way													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase B	Public Buildings													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase C	Parks													0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TASK 8: POST CONSTRUCTION PHASE																				
Task 8.1	Project Close Out		92	92	92									276	\$ 43,240.00		\$ -	\$ -	\$ -	\$ 43,240.00
	SUBTOTAL	0	92	92	92	0	0	0	0	0	0	0	0	276	\$ 43,240.00	\$ -	\$ -	\$ -	\$ -	\$ 43,240.00
	PHASE A SUBTOTAL (Tasks 3, 4, 6, & 7)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PHASE B SUBTOTAL (Tasks 3, 4, 6, & 7)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PHASE C SUBTOTAL (Tasks 3, 4, 6, & 7)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL Fee	0	302	488	307	0	0	0	0	0	0	0	0	1,097	\$ 169,635.00	\$ -	\$ -	\$ -	\$ -	\$ 169,635.00
CONTINGENCY: PUBLIC OUTREACH																				
Task 5.1	Development of Public Outreach Plan				85									85	\$ 12,325.00		\$ -	\$ -	\$ -	\$ 12,325.00
Task 5.2	Attendance of Virtual/In-Person Public Outreach Meetings				85									85	\$ 12,325.00		\$ -	\$ -	\$ -	\$ 12,325.00
	SUBTOTAL	0	0	0	170	0	0	0	0	0	0	0	0	170	\$ 24,650.00	\$ -	\$ -	\$ -	\$ -	\$ 24,650.00

Fountainhead's cost proposal rates are guaranteed for the term of the agreement (if awarded the contract).



FOUNTAIN  HEAD

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