

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
FOUNTAINHEAD CONSULTING CORPORATION

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 14th day of December, 2021, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and Fountainhead Consulting Corporation, a California corporation, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Proposals No. 21-013, the performance of professional services related to Construction Management, Inspection, Labor Compliance, and Geotechnical and Materials Testing Services for the Cactus Trail Improvements, City Project No. 170801, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with Construction Management, Inspection, Labor Compliance, and Geotechnical and Materials Testing Services for the Cactus Trail Improvements, City Project No. 170801, and as specified in the "Scope of Services" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and

professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals No. 21-013; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Contract Documents and Accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant's Proposal, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact

and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the

agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Cost Proposal" attached hereto as **Exhibit "B"** and incorporated herein by this reference. For the Initial Phase of Services (Pre-Construction), upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Fifty-Nine Thousand Eight Hundred Fifty-Five Dollars and Zero Cents (\$259,855.00)** (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit "C"** and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine

restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to Request for Proposals No. 21-013, (the "Project"), and as identified in the Schedule of Performance, **Exhibit "C"**.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Arezo Ghiam, PE
(Name)

Resident Engineer
(Title)

Talal Trabolsi, PE
(Name)

Construction Inspector
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant

shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for

the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(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.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation

shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant.

However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

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

7.4 Waiver.

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.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section

1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own 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 ("City Facilities"), 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, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

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

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent

by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Manager
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
 1770 Iowa Avenue, Suite 240
 Riverside, CA 92507
 Attn: Eric S. Vail, City Attorney
 Tel: (951) 788-0100
 Fax: (951) 788-5785

If to Consultant: Fountainhead Consulting Corporation
 2400 East Katella Avenue, Suite 800
 Anaheim, CA 92806
 Attn: Rosalie Acosta
 (909) 282-6900

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

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

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this

Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto 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) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

**CITY OF RIALTO, a municipal
corporation**

By: _____
Marcus Fuller, City Manager

CONSULTANT:

**Fountainhead Consulting
Corporation, a California
corporation**

By: _____
Signature

ATTEST:

By: _____
Barbara A. McGee, City Clerk

Name

Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Signature

By: _____
Eric S. Vail, City Attorney

Name

Title

****Two signatures are required if a
corporation****

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide Construction Management, Inspection, Labor Compliance, and Geotechnical and Materials Testing Services for the Cactus Trail Improvements, City Project No. 170801 as identified in RFP No. 21-013. Specifically, Consultant shall provide those services as outlined in its proposal dated December 7, 2020, included on the following pages.



B. SCOPE OF WORK

At the beginning of each project, the Fountainhead Team initiates a project meeting with the City, review the proposed scope of work, and integrate the requirements and objectives of the identified project. At this 'kick-off' meeting we review our proposed Team Work Plan with the City's team.

Firm	Pre-Bid, Pre-Construction / Constructability Review	Pre-Construction Survey	Construction Management	Inspection	Submittals and RFIs	Conduct Meetings	Document Control	Stakeholder Coordination	As-Built Drawings	Progress Payments	Labor Compliance	Geotechnical	Material Testing (CQA)	Permit Enforcement	Project Close Out
The City	✓														✓
Fountainhead (Team)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓
RMA Group									✓			✓	✓		✓

Phase 1 – Preconstruction Approach

Fountainhead Team implements a project specific quality assurance plan, specific to meet the needs and constraints of the assigned project. This plan ensures that uniform quality assurance procedures are adhered to. In the plan, Fountainhead includes procedures and designated responsibilities for Project start-up, Project Organization, Defining Roles and Responsibilities, and Establish Lines of Communications. During this stage, Fountainhead prepares a Project-Specific Safety Plan for the Project Team.

During the Pre-construction phase, the Fountainhead Team are available to assist in the following:

Bid Analysis: Diligent and time-tested procedures for review and evaluation of bids are utilized as the basis Fountainhead's recommendation to the contractor to be selected. The following items are researched, reviewed and analyzed:

- Confirm completeness of bids
- A tabulation of bid items and totals to compare each bidder's line items and check arithmetic totals, comparison with the A/E opinion of probable cost / independent cost estimate and identification of potential unbalancing of bid items.
- Perform internet research of the apparently best qualified and responsible bidders, key subcontractors and their key employees to check for complaints, major projects, anomalous activities, etc.
- Call and check references for prime contractor and key subcontractors (both those listed in the bid and/or determined through other sources) based on a pre-established list of questions developed in collaboration with the Contractor
- Check contractual licenses for prime and subcontractors for expiration, bonding and any known complaints

Project Manager's Project Schedule: Upon Notice to Proceed to Fountainhead, our team prepares detailed project schedule that includes all major activities anticipated for the project. Our schedule can include all pre-construction, notification timelines noted on all permits, agreements, and contract documents. The Project Schedule as prepared by Fountainhead is reviewed against the Project Baseline Schedule as prepared by the Contractor. Our team members confer with the Contractor to offer suggestions and improvements to the schedule if applicable.

Implement Project Controls: Fountainhead's general record keeping plan is to implement the Caltrans Construction Manual document control procedures. In coordination with the City, this process is modified as directed to meet internal City contract administration procedures while maintaining compliance with Federal requirements.

Preconstruction Conference: Fountainhead coordinates and conduct the pre-construction meeting including notification to the Contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes.





The agenda and minutes include the following items:

- Introductions of key personnel
- Project Overview
- Public relations, HOA, business, and services coordination, and issue resolution
- Utility coordination and integration of utility coordination activities into schedule
- Federal Funding, Labor Compliance, and EEO and DBE paperwork and report requirements, etc.
- Environmental Sensitive Area
- Safety
- Confirmation of fully executed Contract and Notice to Proceed
- Establishment of Contract Time and Completion Date, schedule comments, and requirements for approval
- Review of Working Day definition and holiday schedule
- Chain of communication & key contacts
- Critical design elements, schedule, and cost factors
- Scope, schedule and cost change administration, notification requirements and controls
- Inspection and testing, review call-out, deputy/special, and testing requirements
- Easements and special access considerations, night, and weekend work requirements
- Identify long lead and any substitution and/or equal items
- Subcontracts
- Documentation and tracking controls
- Change order procedures
- Submittal and RFI process
- Progress payment procedures
- Right-of-way(s)
- Placement of signs
- Questions and answers
- Action item assignments

Fountainhead considers the pre-construction meeting as Progress Meeting No. 1. All items discussed are designated as “open” or “closed.” All open items are carried forward to subsequent progress meetings until resolved and closed. Action items are assigned a specific responsible party and a deadline for resolution. Each progress meeting is clearly documented and distributed to all attendees and affected coordination parties. Fountainhead typically conduct, or at a minimum participate in, all site meetings. Pre-construction meeting and site meeting minutes are distributed via fax and/or email to all meeting participants and to courtesy recipients identified by the City.

Phase 2 – Construction Management Services During Construction

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

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

Document Control: Two components at the heart of a successful project are effective communication and comprehensive project documentation. Although some small and short duration projects may be best served through manual use of the spreadsheet-based document tracking systems that have been in use for many years by a large cross-section of the industry, larger projects, with durations exceeding several months are benefited from an easy-to-use, and industry standard document control system. Fountainhead's document management system allows for networking between the contractor, designer, construction manager and owner. The level of staffing and project control tools used are determined based on the complexity of each project and the requirements of the City.

The screenshot displays the Procore software interface for a project named '2010-0002: Reardon - Aspen Residence'. It features a 'Summary' tab with a table showing project phases, progress, and budget. Below this, there's a 'Project Tasks' section with a table listing tasks, responsible parties, and completion status.

Phase	Progress	Budget	Actual	Remaining
01: Pre-Design	100%	100.00	42.00	42.00
02: Site Preparation	100%	100.00	100.00	0.00
03: Design Development	85%	100.00	85.00	15.00
04: Construction Documents	35%	100.00	35.00	65.00
05: Construction Administration	0%	100.00	0.00	100.00
Total	2,775.75%	600.00	2,620.75	184.25

Task	Responsible	Planned	Actual	Remaining	Status
01: Site Preparation - Design	141	01/11/2010	0.00	0.00	Completed
02: Site Preparation - Construction	141	01/11/2010	0.00	0.00	Completed
03: Design Development - Design	141	01/11/2010	0.00	0.00	Completed
04: Construction Documents - Design	141	01/11/2010	0.00	0.00	Completed
05: Construction Administration - Design	141	01/11/2010	0.00	0.00	Completed

Fountainhead follows best practices models for construction management activities. Our Best Practices evaluation for project controls determined that “Procore” software was the most flexible in meeting all of our document control objectives through all phases of a project and we have adopted it as our standard tool. This Web based Document Control collaboration tool allows all participants' immediate access to project documents through a web browser and is easily customized to fit every client and every project.

Fountainhead uses Procore to manage (log, track, store and retrieve) project documents in a timely and organized fashion for decision making purposes during any phase of the project.



Features includes:

- Web Access to a centralized database
- Review action lists based on Ball-in-Court field
- Prepare and Distribute Requests for Information
- Record daily reports
- Run live, up-to-the-minute reports
- Prepare and distribute information
- Comment on and status meeting business items
- Prepare and Distribute Request for Proposals, Proposed Change Orders, and Change Orders
- Share secured information among owner representatives, design professionals, utility companies, contractors, suppliers, and subcontractors
- Customize forms and reports included in the application or create your own client specific report or form

Agency Coordination: Our team brings unparalleled experience with agency coordination, providing a full understanding of the Flood Control Districts, Water Quality Control Board, OC Public Works, AQMD, etc.

Communication: The Fountainhead Team, as an agent of the City, communicates directly with the Contractor, Stakeholders, and City. The Fountainhead Team reports to the City regarding the progress of the project and provides information as requested by the City for the local community and other agencies as directed by the City. This consists of a written report detailing the construction schedule, budgetary status, traffic impacts, etc....

Our staff are responsible for the day-to-day communication with the Contractor and represent the City at the project site. Our staff addresses and resolve project issues that impede progress, coordinating with the City's Design Consultant, respond to RFI's and plan discrepancies, review and coordinate approval of submittals, and ensure that the Contractor is complying with the contract documents. When necessary our staff can represent the City in presentations at public events on behalf of the City.

Submittals Management: The Fountainhead Team reviews some project submittals. A submittal distribution list is developed to identify additional reviewing parties as applicable. All submittals shall be logged in as they are received and is routed to the reviewing party and is followed as they progress through the review and approval process. A submittal log is established at the beginning of the Project and is continuously maintained and updated by our staff. The Submittal Log identifies the parties responsible for review and acceptance. **We propose to use electronic document control software called "Procore" that we recommend assisting with managing submittals and correspondence on our projects.**

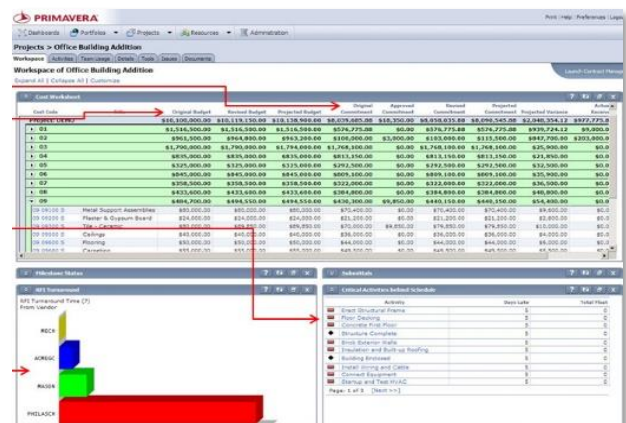
Requests for Information (RFI): Fountainhead receives, processes, tracks and documents Project Requests for Information (RFI) and responses. A RFI log is established at the beginning of the Project and is continuously maintained and updated by our assigned staff. The RFI Log identifies the parties responsible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

Project Coordination and Correspondence: The Fountainhead staff member assigned to a project serves as the day-to-day project focal point for coordination between the City, local agencies, the public, Caltrans, the project Designer, the Contractor, utility companies, and all other stake holders as necessary. On all project issues, Arezo Ghiam, Construction Manager / Resident Engineer is the point of contact for the contractor. All correspondences relating to the project are discussed with the City. We maintain close contact and confer with the City and Design Engineer prior to sending any significant or critical correspondence to the Contractor.

Any coordination with other applicable parties are conducted as necessary. Fountainhead conducts weekly meetings with the Contractor and any additional focus meetings as necessary to address the status of the project and resolve project issues. Our staff also evaluate and discuss with the City any Cost Reduction Incentive Proposals (CRIP) submitted by the Contractor. Fountainhead prepares and distributes agendas, minutes, and an issues list as necessary.

Schedule Management, Progress Meetings, and Reports:

Fountainhead staff reviews and approves, subject to the City's delegation of authority, the contractor's CPM schedule. Fountainhead utilizes Microsoft Project, Claim Digger and Primavera (P6) to review, monitor, and analyze the contractor's schedule. The team reviews the Contractor's planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities. The Contractor's 3-week look-ahead schedules, which are submitted weekly, is reviewed against the CPM Schedule and progress is evaluated. The Contractor is notified in writing of any identified schedule delay or slippage that may have an impact on the overall project completion date. In addition, monthly schedule updates are reviewed for progress of work and any critical activities or logic changes by the Contractor.





All updates are included in a narrative report and any delays and change order time impacts. Reasonable and logical time extensions are negotiated with the Contractor and reviewed with the City prior to inclusion in the CPM schedule. Fountainhead staff prepares and submits to the City monthly progress reports that includes status on budget, expenditure, schedule, change orders, key issues and upcoming work activities.

Mitigation Strategies

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

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

Change Orders Coordination, Preparation and Management: Fountainhead receives, processes, tracks and documents Project requests for Contract Change Orders (CCO) from the Contractor. A CCO log is established at the beginning of the Project and is continuously maintained and updated by our assigned staff. To the delegated level of approval, and under the City's direction, Fountainhead determines the need, merit, scope, estimated cost, and schedule impacts to the project as a result of potential contract change orders. Fountainhead also negotiate change orders with Contractor as directed by the City. Once merit is established, our staff prepares change orders based on the Contract Documents and in close coordination with the City. All contract change orders include a transmittal memorandum that is identified the issue, provide background information, determine merit and provide financial and schedule impacts. This transmittal memorandum is generally for the City review only and is not shared with the Contractor. All contract change orders are reviewed with the City. Prior approval by the City is obtained on all contract change orders.

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



Measures that are used include:

- Review the project for safety considerations which includes wearing hardhats, annual shoring permit, crane certifications, and overhead loads etc...
- Identify any unsafe conditions whether Imminent, Serious, or Minor/Non-serious condition(s) and notify the contractor to correct the unsafe condition.
- Review of the contractor's Code of Safe Practices and Injury and Illness Prevention Program.
- Assure the contractor complies with all the construction safety orders as outlined in the Cal/OSHA Construction Safety Orders.

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

SWPPP: Many of our team members have storm water pollution training with regard to erosion and sedimentation processes, BMP installation and maintenance, dewatering operations, sampling and analysis, contract administration for water pollution control, and we review all storm



water pollution prevention plans. Subject to delegation from the City, our staff can upload the Project SWPPP, Annual Reports, and Notice of Termination on Regional Water Quality Control Board's SMARTS System.

Environmental Requirements: Fountainhead Team personnel familiarize themselves with the project's Environmental Commitments Record (ECR) during the RE Pending file review in the pre-construction phase. If a general field survey by a certified biologist is required and is conducted prior to start of field activities, Fountainhead's personnel monitors the contractor's operations and take the necessary actions to ensure contractor's compliance with the approved Environmental Document and SWPPP. Fountainhead verifies that all of the project permits are in place and monitor the contractor's operations for compliance.

It is our understanding that the project consists of providing quality assurance construction materials testing and inspection services for the City's Cactus Trail Improvement project outlined in the RFP's scope of work per the following standards: City of Rialto QAP; Construction Manual, current edition; CALOSHA Construction Safety Orders, current edition; Standard Specifications of Public Works, Greenbook current edition; Standard Plans of Public Works, current edition; and exhibits attached to the City's RFP. RMA understands that we are responsible for the testing of soils, asphalt and concrete as well as providing project inspection. The following is our proposed plan of study.

Partnering: Our Team members have been advocates for partnering since the process inception many years ago. Partnering assists in resolving issues at the lowest possible level and with the least amount of impact to schedule and budget. It is a fundamental way of doing business in construction and assist all parties in understanding important issues and getting them resolved. Partnering is a way of doing business that maintains relationships while allowing parties to disagree respectfully. Fountainhead team members bring that same philosophy and experience to this project and implement the Partnering Process in accordance with Contract requirements.

Labor Compliance

The Fountainhead team works proactively and cooperatively with the Contractor to monitor and enforce the City's and funding agencies' requirements for labor compliance, as follows:

- Prior to each contractor's mobilization to the project site, Fountainhead's labor compliance specialist reviews the submitted proposed labor categories to be utilized by prime contractors and subcontractors and address any appropriate adjustments for compliance with the State and/or Federal Prevailing Wage Determination for direct wages and fringe benefits.
- Fountainhead tracks daily manpower utilized by employer and labor classification.
- Fountainhead conducts employee interviews in conformance with the Davis Bacon Act and/or other funding agency requirements.
- Certified payrolls and fringe benefit statements are received and logged for each contractor and subcontractor on the project.
- Certified payrolls are reviewed to confirm proper wages and benefits are paid to each employee and classification.
- Certified payrolls are compared to inspector daily reports to confirm each employee, number of hours and appropriate classification observed on site was paid the proper amount.
- Certified payrolls are compared against employee interviews.
- Any discrepancies identified are documented and coordinated with the appropriate contractor or subcontractor through the appropriate resolution via the appropriate restitution paid to the employee, supplemental or corrected certified payroll submittal or supplemental daily report entries to correct mis-recorded entries.

DBE Compliance: The Fountainhead team documents that each contractor's DBE commitment is utilized appropriately, as follows:

- Listed DBE firm's certificate information, subcontracted work items and amounts and DBE certificate expiration dates are logged at the outset of the project and reviewed with the project team.
- The Fountainhead inspector daily reports indicate when DBE subcontractors are utilized.
- The Fountainhead inspector monitors that the Contractor does not self-perform or utilize a substitute subcontractor for committed DBE subcontractor work unless the proper subcontractor substitution process has been followed and approved by the City.
- Required periodic reports documenting DBE utilization and payment are compared to Inspector daily reports and certified payrolls to document actual and appropriate utilization.

EEO Compliance: For any assigned project that is active during the month of July, Fountainhead expedite timely processing of the requisite EEO documents pursuant to the LAPM.

Geotechnical / Materials Testing Approach

Task 1: Engineering Support During Overlay Project

Subtask 1: On-Call Support to the CM's Project Manager: *Output:* Available from project's inception through completion via phone, email, and in-person meetings in order to provide the CM's project manager answers to questions that come up during the project. These services are provided through RMA's project manager.



Subtask 2: Submittal Review for Materials to be Used by the Contractor on the Project: *Output:* Timely turnaround of materials submittal reviews. The City's project manager provides contractor submittals to CM's project manager for review and acceptance with respect to the project specifications and plans.

Subtask 3: Attend Meetings Throughout the Project: *Output:* RMA's project manager is available and attends meetings with the CM's project team whenever requested during the project

Subtask 4: Timely Review of Inspection and Testing Results During the Project; Preparation of Daily Reports for the CM's Project Manager: *Output:* RMA's project manager schedules laboratory tests promptly and reviews and provides testing and inspection reports to the CM's project manager. Any non-compliant results are highlighted, and discussion / recommendations are provided to the CM / RE when requested or when necessary.

Task 2: Field Support During Project

Subtask 1: Public Works Inspection Services: *Output:* Available throughout the project to support the CM's project manager and inspection team with any supplemental inspection services during the project.

Subtask 2: Soils, Asphalt and Concrete Inspection Services: *Output:* RMA provides inspection, sampling, laboratory testing and compaction testing of the soils, asphalt and concrete activities throughout the project. If the CM requires observation during grinding operations, RMA provides resources during this time, as well. The inspection team observes and documents activities at the CM's request and in accordance with the project specifications. Plant inspection are conducted simultaneously throughout the project and samples of the asphalt and concrete are obtained at coordinated intervals and transported to our lab for all the necessary testing. Plant inspection ensures that production of asphalt and concrete are being conducted per the project specifications and meets Greenbook and Caltrans standards.

Task 3: Materials Testing During Project

Subtask 1: Laboratory Testing of Soils, Asphalt and Concrete Materials: *Output:* RMA's certified laboratory is responsible for providing testing of the soils, asphalt and concrete material to ensure it meets the specifications of the project. The material are tested as required per the project specification to ensure compliance.

Task 4: QA Documentation and Reporting

Subtask 1: Daily and Final Quality Assurance Reporting: *Output:* RMA's project manager is responsible for reviewing daily field and laboratory activities and preparing reports and providing all documentation to the CM's project manager. Upon completion of the project, a final quality assurance report is prepared and provided to the CM for its records.



Phase 3 – Project Close Out

Field Inspection and Punch List: As a project nears completion Fountainhead staff walks the project and document all items of work that have yet to be completed as required in the contract documents. An itemized punch list of outstanding items is developed and handed over to the Contractor to be addressed. After the Contractor has completed all of the items on the punch list, a final walk-through of the project site is conducted. If the City is satisfied that all of the items on the punch list have been addressed, then the Contractor is given a letter of acceptance, and final payment are authorized. In the event that a portion of the project is completed, and the City would like to make use of that portion, then the Fountainhead staff conducts a walk-through and create a punch list to accept only that portion of the work. Fountainhead staff coordinates with all project stakeholders during final inspections to obtain their acceptance of the improvements as required by the City.

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

Project Close-Out: Upon completion of the work and after all items on the punch list have been addressed, the Fountainhead Team issues a letter of acceptance and formally relieve the Contractor of any further responsibility for the project. The project close-out phase includes (1) resolving any outstanding claims and providing supporting information, (2) recommending approval of the final payment to the Contractor to the City, (3) ensuring that all liens on the project by the Contractor or Subcontractors have been released, and (4) archiving all project records. The Fountainhead Team prepares project close-out reports per the City Standards and Caltrans Local Assistance Manual if necessary, 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.



Project Management Approach

The Fountainhead construction management approach starts with the end in mind, the end being a quality project delivered on time and within budget. The process begins with the development of the main project elements: reasonable schedule, definitive scope of work, experienced and well-trained personnel, concise plans and specifications, team organization, and a comprehensive QC/QA program. These elements are not developed in a vacuum; the Fountainhead team uses our key personnel to ensure that each project is staffed with personnel "suited" for the scope of work. Experienced, effective, and cross trained staffing plans provide the City a sense of command among project stakeholders and ensure the entire team is focused on the same project delivery goals.

This particular contract requires flexibility and responsiveness to meet your changing needs and to efficiently manage your project. They require qualified and available staff to support your project demands, and they require an understanding of your procedures and processes. Through our on-call work with state, regional, and local agencies in southern California, we know these contracts have special challenges. The unique benefit that our team brings to you is our firsthand experience managing on-call construction contracts throughout southern California. Fountainhead understands the intricacies of managing on-call contracts that require coordination with and oversight of other agency's work.

Under the leadership of Ivan Benavidez, we are 100% committed to servicing this contract with the experienced staff shown in our proposal. We are prepared to provide staff for both short-term and long-term assignments as needed by the City. This preliminary screening effort ensures that our proposed key staff currently meet the contract procurements requirements, and these personnel can be utilized to service this contract. Furthermore, Arezo works closely with the City's project manager to ensure our staff is prepared when they begin working, with all the proper equipment and resources needed to begin work expeditiously.

Personnel Staffing Plan

Fountainhead's proposed work plan to provide staff augmentation for this procurement contract is implemented in 7 phases: 1) Communication 2) Safety Training, 3) Education 4) Professional Qualifications, 5) General Experience, 6) Specialized Experience, and 7) Review, Monitoring and Feedback. This work plan is applicable for various task orders and durations.

Phase 1, Communication: As the Construction Manager / Resident Engineer, Arezo is in frequent communication with the City's project manager in an effort to stand ready for potential upcoming assignments. In this capacity, Arezo has the foresight to prepare various individuals for potential upcoming projects and also have the opportunity to match potential candidates with future projects. As part of the communication phase, Arezo discusses DBE, SBE, and CBE utilization with the City's project manager to assist in meeting or exceeding any of these potential utilization goals.

Phase 2, Safety Training: All staff training records are maintained by our corporate office and reviewed on a monthly basis to make sure our personnel are receiving the proper safety training for any potential assignment that could result from this on-call contract. Our safety training effort continues through the term of the contract. Our proposed staff are trained and ready to hit the ground running when requested by the City. Requirements include:

Working knowledge of the Cal/OSHA Construction Safety Orders, Traffic Control, Drug Free Work Place, Anti-Bribery, Hazardous Materials, Sexual Harassment, etc.... are all part of the standard curriculum at Fountainhead.

Phase 3, Education: Through the course of maintaining communications with the City project manager, Arezo readily differentiate proposed staff by their educational qualifications per the contract requirements for the Resident Engineer, Construction Manager, and Scheduling criteria. Arezo distinguishes our proposed staff with the desirable qualifications for further review and discernment. Furthermore, Arezo recommends staff for internal training to maintain/renew certifications or skills for potential assignments by the City. Requirements include:

- Graduation from an accredited university with a major in civil engineering or construction management.
- Proficiency in the use of personal computers and applications of Word, Excel, Power Point and Access.
- Proficiency in the implementation and use of Suretrak and Primavera P6.
- Ability to prepare project and program schedules using Suretrak and Primavera P6.





Phase 4, Professional Qualifications: Arezo further differentiate those with professional engineering licenses in an effort to keep track of their licensing. She maintains log of each licensed individual and their license expiration date in order to maintain an active list of qualified licensed candidates available to the City for assignment. Arezo also encourage our personnel and subconsultant personnel to maintain their licenses in good standing, to include: Registration as a Civil Engineer by the State of California; Registration as a Landscape Architect; and QSD / QSP Certifications.

Phase 5, General Experience: After learning about a potential project assignment, Arezo reviews the general experience requirements of our pool of candidates that meet the safety, educational, and professional qualifications prescribed in the contract. During this review, she further discern between those candidates with general experience and those with similar project experience to the project assignment under consideration at the time. Once these personnel are identified, Arezo presents them (with their updated resumes) to the City to determine a viable candidate for selection. Considerations include:



- Familiarity with and a working knowledge of the Standard
- Specifications for Public Works Construction (Greenbook) and the Standard Plans for Public Works Construction, and experience in their use.
- Working knowledge of the Caltrans Standard Specifications, Standard Plans and Standard Special Provisions, and experience in their use.
- Ability to prepare and process change orders, daily logs, and working day statements; collect work records; maintain accurate records of work done for payment purposes; conduct employee interviews; prepare as-built plans and perform other associated contract administration tasks.
- Ability to arrange for materials testing and construction staking to be performed by Department staff.
- Experience to respond to complaints and inquiries from the public, elected officials, other agencies, Construction Division staff and other affected Department Divisions.
- Ability to interpret plans, specifications, special provisions and other contract documents.
- Familiarity with contract administration requirements contained in the Caltrans Local Assistance Procedures Manual.
- Graduation from the Caltrans Resident Engineer Academy or documented experience as the Resident Engineer on at least three major bridge construction projects.
- Ability to work independently with minimal oversight.
- Ability to independently identify problems and propose solutions.
- Experience on major storm drain, or major roadway reconstruction projects
- Ability to develop schedules for various Department construction programs.
- Experience to analyze project schedules submitted by contractors prior to the start of construction.
- Ability to analyze monthly progress schedules submitted by contractors.
- Ability to develop as-built schedules based upon available records in support of claims analysis.
- Ability to establish and maintain effective working relationships with Construction Division and Department staff.

Phase 6, Specialized Experience: When a project has specialized needs that may be considered unique to the civil engineering industry, Arezo works with the project team to find a viable candidate that meets the specialized skill set needed. With frequent communication between Arezo and the City's project manager, we are able to notify the project team of any specialized skills needed well in advance of a formal request, so as not to cause a delay in fulfilling the project needs. Specialized expertise likely fit into one of the following categories:

- Previous experience on bridge construction, bridge widening, bridge seismic retrofit
- Previous experience on Dam or Flood Control construction
- Previous experience on Water Works or Sanitation District Construction
- Previous experience on Airport construction



Phase 7, Review, Monitoring, and Feedback: Arezo provides monthly reports reflecting our contract budget utilization and DBE/SBE/ CBE utilization. She also coordinates meetings with the City's project manager to discuss our performance and obtain feedback regarding any areas where improvement may be needed.



Deliverables and On-Time and Within Budget Project

Upon final development of the plans, this project should have several major milestone target dates for completing and opening (re-opening) various locations within the project limits to minimize traffic impacts to travelling public, as well as adjacent projects. Meeting these milestone target dates is another key issue that Fountainhead focuses its significant resources toward ensuring success. Depending on the final design package and interface requirements with adjacent projects, Fountainhead would recommend consideration of incentive / disincentive provisions for defined completion requirement of key project elements. Fountainhead understands and emphasizes the importance of on-time performance with management of its contracts.

Fountainhead keeps the project schedule and budget on track and on time from the project's inception, by establishing and maintaining an accurate, detailed, and realistic CPM Baseline, Update and Revised schedules. Fountainhead works in partnership with the Contractor to strictly adhere to the approved schedule(s) during the construction through its completion. Working with an accurate and realistic schedule that reflects the actual day-to-day operations on the project site is crucial for keeping the schedule on track and meeting the project's milestone target dates. If a change order is warranted, Fountainhead's experts carefully analyze the accuracy of contractor's Time Impact Analyses assuring the least impact on the overall schedule.

Monitor Construction Schedule. The CPM schedule is a critical tool for schedule management. We review the updated schedules for slippages, logic revisions and other changes using Procore software. We work with the Contractor to eliminate and/or mitigate the impacts of any delays. In addition to reviewing the Contractor's schedule, we prepare and maintain an "as-built" schedule. The "as-built" schedule is updated daily with the contractor's activities. This schedule is beneficial in negotiating Change Orders and analyzing time extension requests and analyzing NOPCs and finally for claims analysis purposes.

Project Budget Management. Fountainhead continually monitor the total project costs, including current and forecasted costs to complete, and provide reports to City on a regular basis. Utilizing the proposed cost control procedures detailed in the CMP, we input the progress payment information into the system and then monitor expenditures. The reports provides an estimated cost required to complete the project and report any potential cost impacts to the City. The cost reporting includes the cost of potential changes as we become aware of them; the estimated exposure on potential costs, which cannot be quantified at the time of each report; and potential issues, which we expect to occur, that may have cost impacts. There is also be a section of the cost report that tracks the funds by funding source, funds expended on the project, funds available to the project, and funds required for project completion. This cost information is then be integrated to the project schedule.

Deliverables	Pre-Construction	Construction	Post-Construction
RE Construction Schedule	✓		
Electronic Filing System	✓		
Environmental Survey Report	✓		
Communications Matrix	✓		
Bid Analysis Report	✓		
Pre-Construction Photos / Videos	✓		
Daily & Weekly Reports		✓	
Monthly Progress Report		✓	
Weekly Statement of Workdays		✓	
Photos & Videos		✓	
Monthly Pay Estimate		✓	
Quantity Work Sheets		✓	
Material Testing Results		✓	
Submittal Review		✓	
Surveying Control Points / Cut Sheet		✓	
As Built Plans		✓	
Schedule Review		✓	
Contractor Employee Interviews		✓	
Contractor DBE Utilization Report		✓	
RFI Review and Response		✓	
Biological Monitoring Reports		✓	
Safety Meetings & Reviews		✓	
CPM Schedule Report		✓	
Meeting Agenda & Minutes		✓	
Certified QA Test Results		✓	
Punch List		✓	
As-Built Plans			✓
Final Project Completion Reports			✓
RE's Material Certification			✓
Final Environmental Report			✓
Complete Set of Files			✓

BENEFIT FOUNTAINHEAD BRINGS TO THE CITY:

The City directly benefits from the personal attention and experience of Fountainhead's team members.

- A highly experienced team that has managed numerous similar projects with Local, State, and Federal Funding sources.
- Established its administrative and accounting systems to satisfy all City, State and Federal Requirements.
- Commitment to making improvements safely for the traveling public, businesses, residents, and the work crew throughout the construction duration.
- Experienced with the City and contract requirements for traffic control, closures, and detours.
- High quality cost effective and efficient management services.
- Communication and engage with the contractor daily and keep the City informed.

EXHIBIT "B"
"COST PROPOSAL"

Prime Consultant: Fountainhead Consulting Corporation						
Personnel	Task Description	Rate	Pre-Con	Construction	Post-Con	Total Labor
Arezo Ghiam	Construction Manager/ Resident Engineer	\$ 160.00	16	340	16	\$ 59,520.00
Talal Trabolsi	Construction Inspector	\$ 135.00	24	912	24	\$ 129,600.00
Talal Trabolsi	Construction Inspector Overtime	\$ 202.50	0	46	0	\$ 9,315.00
Additional Inspection Services	Construction Inspector	\$ 128.00	0	240	0	\$ 30,720.00
Rosalie Acosta	Labor Compliance	\$ 100.00	8	60	8	\$ 7,600.00
Prime Cost				\$ 236,755.00		
Subconsultant : RMA Group						
Subconsultant:	Task Description	Total Cost				
RMA Group	Geotechnical & Material Testing Services	\$ 23,100.00				
Subconsultant Cost				\$ 23,100.00		
TOTAL COST PROPOSAL COST \$ 259,855.00						

Notes:

The hours included are based on 120 working days full-time construction inspection (8 hour shift per day) & 5% Overtime, and 120 working days part time Resident Engineer (4 hours per day). This rate includes vehicle, cell phone, laptop, and all incidentals.

Additional 240 hours at \$128/Hourly rate for Inspection Services will be authorized by the City on a as needed basis.

EXHIBIT “C”

“SCHEDULE OF PERFORMANCE”

Consultant shall perform as required to deliver the services in the preconstruction, construction, and post construction phases of the project in general conformance with the construction schedule. The tentative schedule identifies approximately 200 days; actual performance schedule may be extended in accordance with final construction schedule.