

**ON-CALL PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF RIALTO AND**  
**FOUNTAINHEAD CONSULTING CORPORATION**

THIS ON CALL PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 12th day of April, 2022, 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 qualifications the performance of the services defined and described particularly in Section 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 be eligible to perform those services as needed and requested by the City.

C. During the Term of this Agreement, the City may initiate or continue various projects for which Consultant's services may be used. For a given project, the City may solicit proposals from Consultant and other firms to perform services on that project, and the City may award a Task Order for the project based on availability, schedule, and cost proposal. Consultant understands and acknowledges that this Agreement provides no guarantee that Consultant will be selected to perform any volume or work for the City.

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

E. 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.**

Scope of Services. Contractor agrees to perform on-call construction management, inspection and materials testing services associated with Request for Proposals No. 22-048 "On-Call" Construction Management, Inspection, and Materials Testing Services (hereinafter, the "Scope of Services" or "Services") as requested and authorized by the City. The Scope of Services are more particularly described in Exhibit

“A” attached hereto and incorporated herein. When the City desires to utilize Contractor for the Scope of Services, the City will issue a Task Order that includes a Scope of Services to be performed and the compensation to be paid for the Services within the Task Order. Upon the issuance of a Task Order, that Task Order shall immediately be incorporated into this Agreement as part of Exhibit “A” (e.g., the first Task Order will be Exhibit “A-1”, the second Exhibit “A-2,” etc.). Each Task Order is made a part of this Agreement by this reference and encompassed within the Scope of Services of this Agreement.

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 professional 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, including the Recitals; (2) the Scope of Services, including all Task Orders; (3) the City’s Request for Qualifications No. 22-048; 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. In addition to the terms, conditions, and performance obligations for the Work set forth in this Contract, Consultant must also comply with the federal contract terms, conditions, rules, and regulations set forth in the attached Exhibit B (“**Federal Contract Terms, Conditions, and Regulations**”).

## **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 under an individual Task Order, 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 Task Order sum for the actual cost of the extra work or change, and/or (ii) the time to perform the Task Order, which said adjustments shall be reflected in an amendment to the Task Order subject to the written approval of the Parties. Any amendment to a Task Order shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation for a Task Order may be approved by the City Manager provided: (a) the initial Task Order amount was less than One Hundred Thousand Dollars (\$100,000) and the amended Task Order sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the Task Order 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 a given Task Order 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.**

City and Consultant acknowledge and agree that the Services required by this Agreement will vary dependent upon the number, type, and extent of the Services the Consultant shall provide; and no guarantee of the extent or the type of Services required of Consultant under the terms of this Agreement is made by the City. The annual or total level of Services required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the fact that the number and type of projects requiring the Consultant's Services has not been identified for this Agreement, City and Consultant acknowledge and agree that a specific "Maximum Contract Amount" shall be imposed on each separate project that the City may assign Consultant as provided in Section 1.9 and in this Section 2.1. Each such separate project shall be identified as a Task Order authorized by the City Manager or designee as provided in this Section 2.1. The Maximum Contract Amount of this Agreement is undefined, and is subject to the number and type of projects requiring the Consultant's Services throughout

the duration of the term of this Agreement, if any. Consultant's compensation shall be limited to the Maximum Contract Amount identified on each separate, individually authorized Task Order corresponding to a project requiring the Services of the Consultant in accordance with the Schedule of Compensation set forth in the attached Exhibit "C". Subsequent approval of individual Task Orders shall be approved in accordance with the provisions of Chapter 2.48 of the Rialto Municipal Code.

## **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.**

Unless otherwise specified by the Task Order, 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.**

The Services authorized by each Task Order shall be completed pursuant to the schedule stated in the Task Order. Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

### **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.**

Subject to the termination provisions of this Agreement, the Term of this Agreement is for three years commencing on the date first ascribed above. City may extend the Term of this Agreement two times for one year each time, for a total potential term of five years.

## **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:

Ivan Benavidez, PE  
(Name)

Project Manager  
(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.

Notwithstanding the foregoing, to the extent that the Consultant's Services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

#### **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. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Services rendered prior to 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 of termination without cause pursuant to this Section, the City need not provide the Consultant 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 or any individual Task Order subsequently awarded. 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: Ivan Benavidez  
Tel: (714) 627-2518  
Fax: (951) 427-5561

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  
Marcus Fuller  
City Manager

**CONSULTANT:**

**FOUNTAINHEAD CONSULTING CORPORATION, a California corporation**

By: Tyrone Taylor  
Tyrone Taylor  
President

**ATTEST:**

By: Barbara A. McGee  
Barbara A. McGee  
City Clerk

By: Rosalie Acosta  
Rosalie Acosta  
Corporate Secretary

**APPROVED AS TO FORM:**

Burke, Williams & Sorensen, LLP

By: Eric S. Vail  
Eric S. Vail  
City Attorney

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant shall provide on-call construction management, inspection and materials testing services more generally described herein.

Consultant shall provide first class as-needed construction management, inspection and materials testing services associated with various City Projects. For work provided on assigned City Projects, the selected firm shall provide services as described in Chapter 16, "Administer Construction Contracts," of the State of California Department of Transportation's ("Caltrans") Local Assistance Procedure Manual ("LAPM"). More specifically, construction management services shall include, but are not limited to:

#### **Pre-Construction Phase:**

1. Perform value engineering and constructability review of project plans and specifications.
2. Review engineer's estimate and approved budget for the project.
3. Prepare and maintain a master project schedule based on anticipated completion of design and construction phases, integrating all reviews and approvals as may be required by City and other regulatory agencies.
4. Develop public outreach materials (in dual language, English/Spanish) and a neighborhood affairs strategy to advise affected property owners, businesses, and the general public, regarding the project. Develop and provide website and toll-free phone number for public inquiries and complaints; assign a neighborhood liaison to track complaints.
5. Preparation of required state/federal forms.

#### **Construction Phase**

1. Arrange and conduct Pre-Construction meeting, inviting general contractor and project stakeholders. Prepare minutes of Pre-Construction meeting for distribution to all attendees.
2. Provide and maintain sufficient field personnel to administer and manage construction contract.
3. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's update and revisions as may be required to reflect actual progress of work.
4. Schedule and conduct weekly progress meetings to discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. Prepare minutes of progress meetings for distribution to all attendees.
5. Process contractor's submittals for project architect's/design consultant's review and approval.
6. Process and track RFIs, submittals, shop drawings, proposed change orders and revisions.

7. Review, evaluate and negotiate proposed change orders. Review estimates for reasonableness and cost effectiveness and render recommendations to City.
8. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
9. Develop a reasonable cost control system, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report such variances to City at regular intervals.
10. Assist City in coordinating services of other consultants (geotechnical, NPDES, materials testing, deputy inspection, special laboratory testing, etc.) that may be hired or selected for the project.
11. Coordinate with project architect/design consultant contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
12. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
13. Track quantities of work completed for progress payment. Develop and implement procedures for review and processing of progress payment applications. Assist City with review and certification for payment.
14. Conduct field construction contractor employee interviews to comply with DIR, Prevailing Wage, and Public Contract Code Requirements. Interviews shall be reported to the City on a regular basis.
15. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements. Ensure that labor and hours reported by contractors match inspector's daily diaries, inspection reports, and employee interviews.
16. Perform quality assurance reviews on a regular basis and recommend changes, as necessary.
17. Comply with federal and state grant funding requirements.
18. Prepare federal and state grant funding reimbursements.
19. Maintain a complete project filing system. Filing system shall be in accordance with Section 16.8 (Chapter 16) of the Caltrans LAPM.
20. As-need materials testing.

#### Post-Construction Phase

1. Evaluate completion of work and recommend to City when work is ready for final inspection.
2. Conduct final inspection/walk through with City staff, maintenance/service personnel and project architect/design consultant.
3. Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
4. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties, and other documents as stipulated in contract documents.
5. Review and process contractor's request for final payment and release of retention.

6. Deliver project files to City.

Construction inspection services shall include, but are not limited to:

1. Review plans, specifications, and other contract and construction-related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photographs prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Interpret plans, specifications and regulations and ensure that contractors are following their contracts. Provide inspections to ensure projects are constructed according to project specifications.
5. Direct and notify construction contractors about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Review construction progress schedules on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.
8. Provide accurate measurements of work completed by contractors in accordance with contract documents.
9. Review soil compaction and materials testing certifications of compliance (COC). Coordinate with City's Acceptance Testing (AT) and Independent Assurance Program (IAP) testing firms regarding quality of work completed.
10. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported and direct contractor to take correction measures to achieve compliance.
11. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.
12. Attend weekly progress meetings to communicate, coordinate and resolve any issues or problems that may arise at the job site. Prepare and submit to contractor a "Weekly Statement of Calendar/Working Days" report.
13. Conduct field construction employee interviews to comply with Equal Employment Opportunity Law and Davis Bacon Act. Interviews shall be reported to City on a regular basis.
14. Coordinate with contractor access to adjacent businesses/residents during construction. Coordinate mitigation of construction impacts with contractor, City and other agencies.
15. Provide inspection of street lighting, traffic control, channelization, and all other traffic-related work.
16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
18. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
19. Provide complete measurements and calculations to administer progress payments and make recommendations for payments.
20. Ensure that contractors submit certified payroll reports with monthly progress payment requests. Review reports for compliance with federal and state prevailing wage regulations. Ensure that labor and hours reported by contractors match inspector's daily diaries and inspection reports.
21. Prepare and transmit to contractors correspondence related to construction management and inspection of projects. All correspondence sent to and received from contractors shall be copied and transmitted to City.
22. Coordinate preparation and submittal of as-built plans to City upon project completion.
23. Prepare preliminary and final punch list and follow through with contractor until completion.
24. Upon project completion, conduct final inspection and close-out encroachment and construction/excavation permits.

#### Additional Optional Services

At the City's sole discretion, as may be necessary to supplement existing staff, the Consultant may provide encroachment permit coordination and inspections (including work associated with public and private utility companies and/or their contractors).

For work provided on miscellaneous encroachment permit inspections (including work associated with public and private utility companies and/or their contractors), the Consultant shall provide the following work:

1. Review plans, specifications, and other encroachment permit related documents. Become familiar with traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.
4. Provide inspections to ensure encroachments are constructed according to permit requirements.
5. Direct and notify encroachment permittees about non-compliance and correct compliance problems as soon as they are discovered.
6. Maintain daily diaries showing site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily diaries shall be submitted to City upon project completion.
7. Ensure that encroachment permittees do not install materials without approved material testing certifications. Any failed tests shall be reported and direct encroachment permittees to take correction measures to achieve compliance.



8. Coordinate and ensure access to adjacent businesses/residents is maintained during encroachment permittee work.
9. Observe construction safety, public safety and convenience, and report discovered problems to City.
10. Monitor compliance with the City's National Pollutant Discharge Elimination System (NPDES) Permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.
11. Upon completion of encroachment permittee work, conduct final inspection and close-out encroachment and construction/excavation permits.

### Private Land Development Projects

The Consultant shall provide first class work and services for providing construction management and inspection services of various improvements related to private land development projects, including, but not limited to: rough grading, street, sewer, water, storm drain, precise grading/paving, traffic signal, and traffic striping/signage. Appropriate inspection services shall be provided on review and approval of on-site and off-site improvements associated with private land development projects. The Consultant shall ensure all required improvements are constructed to appropriate standards and in accordance with the approved plans for the work. Coordination of materials testing and inspection services shall be provided (with all costs associated with materials testing/inspection paid for by the developer/owner).

The Consultant shall ensure approved Water Quality Management Plans (a "WQMP") are implemented accordingly. The Consultant shall verify the developer/owner has obtained clearance under the Statewide General Permit, and has been issued a Waste Discharge Identification Number (WDID#). The Consultant shall also confirm that all construction activities within the City of Rialto conform to requirements identified in the City's current National Pollutant Discharge Elimination System ("NPDES") Permit. The Consultant shall review installation of all required storm water pollution control measures identified on the approved WQMP.

Special Note: The Consultant will be required to obtain an office space within close proximity to City Hall, with part-time attendance by the assigned Inspector(s). Throughout the assignment, the Consultant shall be expected to be available to meet, as necessary, with City staff, including but not limited to, the Community Development Department to discuss assigned projects, review construction permits, and other requirements. Fees for time required to meet with City staff shall be included in the inspection fees charged by the Consultant, and shall not be separately paid for outside of required inspections.

It will be the responsibility of the successful firms and to determine the necessary staffing level required to perform the scope of service of each project assigned. The City will not provide dedicated work space or office space, City staff, or City resources, printing or copying services, or clerical assistance for the performance of this agreement.

All services shall be performed in compliance with the industry and professional standards and all applicable federal, state, and local laws, ordinances, and regulations including the Americans with Disabilities Act (ADA), current California Building Code, and the rules and ordinances of the County of San Bernardino and the City of Rialto.

The City further reserves the right, when applicable and in the best interests of the City, to require the construction manager or inspector to engage sub-consultants with special expertise when the unique circumstances of a particular project warrants such additional services. The City may provide recommendations to the construction manager or inspector for consideration and reserves the right of approval of any sub-consultant selected by the construction manager or inspector on any project.

Specifically, Consultant shall provide those Services as outlined in its proposal dated March 17, 2022, included on the following pages.

# PROPOSAL



## **On-Call Construction Management, Inspection and Material Testing Services**

**RFP No. 22-048**

**March 17, 2022**

Submitted by





March 17, 2022

City of Rialto Engineering Division  
150 South Palm Avenue  
Rialto, California, 92376

**Subject: RFP No. 22-048, Request for Proposals for On-Call Construction Management, Inspection and Materials Testing Services**

Fountainhead Consulting Corporation here in submits our proposal per the requirements of RFP No. 22-048, Request for Proposals for On-Call Construction Management, Inspection and Materials Testing Services for various City projects. We have organized our proposal as to be responsive to each of the items requested in the Request for Proposal.

**Fountainhead Understands** that this is an on-call contract with funding from local, state, and federal sources. We also understand that the City wants “turn-key” construction management, inspection, and material testing services for various projects that range from small inspection projects to large-scale full construction management services on capital improvement projects, encroachment permit / utility construction, and construction inspection of on-site and off-site improvements associated with private land developments within the City that includes, but is not limited to:

- Electrical & Lighting Improvements
- Landscaping Improvements
- Sewer Improvements
- Storm Drainage Improvements
- Street Improvements
- Traffic Signal Improvements
- Residential Developments, Subdivisions, Commercial Shopping Centers

**The Fountainhead Team** has assembled its team to be not only responsive to the construction management, inspection and material testing services requirements, but we are committing our very best resources to support the City of Rialto in delivering your important projects. Fountainhead will provide the City of Rialto with technical innovations, superior project knowledge, coupled with a responsive and experienced staff. Additionally, we will provide well-tuned construction management processes for successful project oversight, completion, and documentation. Together—under the leadership of the City of Rialto and our staff, a strong and well integrated “Construction Management Team” is created.

Our team resources will be led by 26-year veteran Ivan Benavidez, PE who has experience as a project manager, resident engineer, construction and program manager on streets, bridges, electrical / lighting improvements, drainage improvements, residential / commercial developments, land development, sewer / storm drainage improvements, parks, trails, and traffic signaling projects. He will be supported by an equally talented group of professionals who have the capacity and necessary resources to meet all the needs anticipated under this contract. The Fountainhead team brings unparalleled management services and our key strengths for this particular procurement contract include:

- Commitment to safety and security | Seasoned staff with relevant PM/CM experience
- Collaborative team approach coupled with strong working relationships
- Proven track record of successfully providing staff augmentation
- Track record of effectively managing contractors | Experience coordinating with stakeholders
- Effective project procedures and proven local, state, and federal documentation expertise

I am authorized to bind Fountainhead Consulting Corporation to the City of Rialto's contract. **Fountainhead's proposal is valid for a period of 120 calendar days from the date the proposal is due on March 17, 2022.** I look forward to further discussing our services in person and continue to be a trusted City of Rialto consultant for your Construction Management and Inspection Team! As Fountainhead's Single Point of contact, I can be reached at **909.512.2815** or at **[ibenavidez@fountainheadcorp.com](mailto:ibenavidez@fountainheadcorp.com)**.

Very truly yours,

  
Ivan Benavidez, PE, Director

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## SECTION B: FIRM'S QUALIFICATIONS, EXPERIENCE AND BACKGROUND

### Introduction

Fountainhead specializes in construction management and inspection services with an emphasis on practical, experienced and cost-effective solutions. Fountainhead's capabilities range from local public works improvements to major transportation projects and public developments and facility projects, as well as managing multi-project capital improvement programs for public agencies. We provide services to the private sector, such as the Rancho Mission Viejo Development and residential / community developments such as the Nelles at the Grove in Whittier. Our team of professionals provides construction oversight and inspection, project and construction management, constructability reviews, and CPM scheduling services as well.

Fountainhead's team of engineers have a track record of successfully delivering infrastructure improvement projects throughout the Southern California region. During this time, our staff has served as a Project / Construction, Resident Engineers and Inspectors for numerous Public Works projects. Our similar Project experience includes:

#### Public Works Transportation Project:

- Joshua Road Reconstruction, San Bernardino County Public Works
- Big Bear Overlay, San Bernardino County Public Works
- Phelan Road Overlay, San Bernardino County Public Works
- Kendall Road Overlay, San Bernardino County Public Works
- Central Road Reconstruction, San Bernardino County Public Works
- State Street Overlay, San Bernardino County Public Works
- Alder / Casmalia Road Widening, San Bernardino County Public Works
- On-Call Electrical Inspection, Caltrans District 7 (07A4568 & 07A5194)
- On-Call Construction Inspection & Materials Testing Services, Caltrans District 7 (07A3731, 07A3910, 07A4393, 07A4906)
- On-Call Construction Inspection & Materials Testing Services, Caltrans District 12 (12A1589, 12A1736 & 12A1887)

#### Similar Land Development Projects:

- Nelles at the Grove in Whittier
- Rancho Mission Viejo Development
  - Cow Camp Road Phase I
  - I-5 / El Camino Real Road Bridge Widening
  - Cow Camp Road Phase IB
  - Oso Parkway Ramps at Los Patrones Parkway
  - Chiquita Creek
  - Cow Camp Phase 1C
  - Chiquita Canyon Drive Overcrossing at Los Patrones Parkway

### REQUIRED COMPANY DATA

#### Corporate Office

Fountainhead Consulting Corporation  
2400 E. Katella Avenue, Suite 800  
Anaheim, California 92806  
O: 714.627.2518 | F: 951.427.5561

#### Project Contact | Principal Officer Information

Ivan Benavidez, PE, Director  
2400 E. Katella Avenue, Suite 800  
Anaheim, California 92806  
C: 909.512.2815 | O: 714.627.2518  
F: 951.427.5561  
ibenavidez@fountainheadcorp.com

#### Type of Entity: S Corporation

#### Fountainhead's Client's Include

- City of Rialto
- City of Whittier
- City of Newport Beach
- City of Irvine
- City of Anaheim
- City of Moreno Valley
- Rancho Mission Viejo Development
- County of Orange Flood Control
- County of Orange Public Works
- Inyo County
- County of San Bernardino
- Los Angeles Public Works
- Caltrans District 7, 8 & 12
- City, County & Port of San Diego
- Orange County Transportation Authority

#### Services Include

- Construction Management
- Resident Engineering
- Construction Inspection
- Electrical Inspection
- Landscape Architecture / Inspection
- Office Engineering
- Labor Compliance
- Document Control
- Claims Analysis
- CPM Scheduling





## Staff Qualifications

The best opportunity for meeting the owner's expectations for staffing On-Call Construction Management, Inspection and Materials Testing Services (RFP No. 22-048) is to find the right people with the qualifications, skills, and personalities to get the job done! Our Project Manager is the key to identifying and solving anticipated, potential and real problems on the project whether a result of personalities, an error in the plans, or a differing site condition. A person with exceptional leadership and interpersonal skills is imperative on your construction management team given that a considerable amount of communication is needed between all the stakeholders involved. Ivan Benavidez, PE is the key person, along with his team of subject matter experts proposed by Fountainhead for your project. Together they have experience, talent, and people skills to deliver the various landfill projects successfully.

## Project Manager

**Ivan Benavidez, PE, QSD** brings over 26 years of extensive professional engineering and project delivery experience of government infrastructure. Ivan's experience includes drainage systems with large box culverts, open channels, detention basins, roadway improvements and widening, retaining walls, sound walls, and freeway widening. Having worked directly for the Caltrans for ten years, and as a consultant for San Bernardino County Department of Public Works and the Flood Control District for 8 years. Ivan understands the Counties expectations, he an brings insider knowledge of local government and Caltrans policies and procedures. He has managed multi-discipline projects using state-of-the-art technical design and tracking processes, developing effective working relationships with internal clients and regional funding agencies, as well as local municipalities. Ivan combines his knowledge and experience with strong leadership, management, and technical skills to meet and exceed client standards set for the constituents they represent. Ivan's proven pro-active approach and informed decisions process consistently keep projects on schedule and within budget.

Ivan is an innovative thinker with the ability to identify productive solutions, he has served in positions of leadership and successfully delivered over \$1 billion in various types of projects for federal (FEMA & FHWA), state, city, county, public works, flood control districts, transportation authorities, various private utility agencies. He has supervised all aspects of the project construction delivery cycle and understands how to work with public agencies to develop and organize large projects with multiple stakeholders. Ivan is a proven team builder with hands-on experience leading and facilitating professional construction support services for public agency staff augmentation contracts.

Ivan is your one stop  
Project Manager who  
provides Clients  
Outstanding  
Construction  
Management services.

*Ivan will take full  
responsibility and  
accountability for leading  
the team to deliver your  
program successfully.*

## Subconsultant

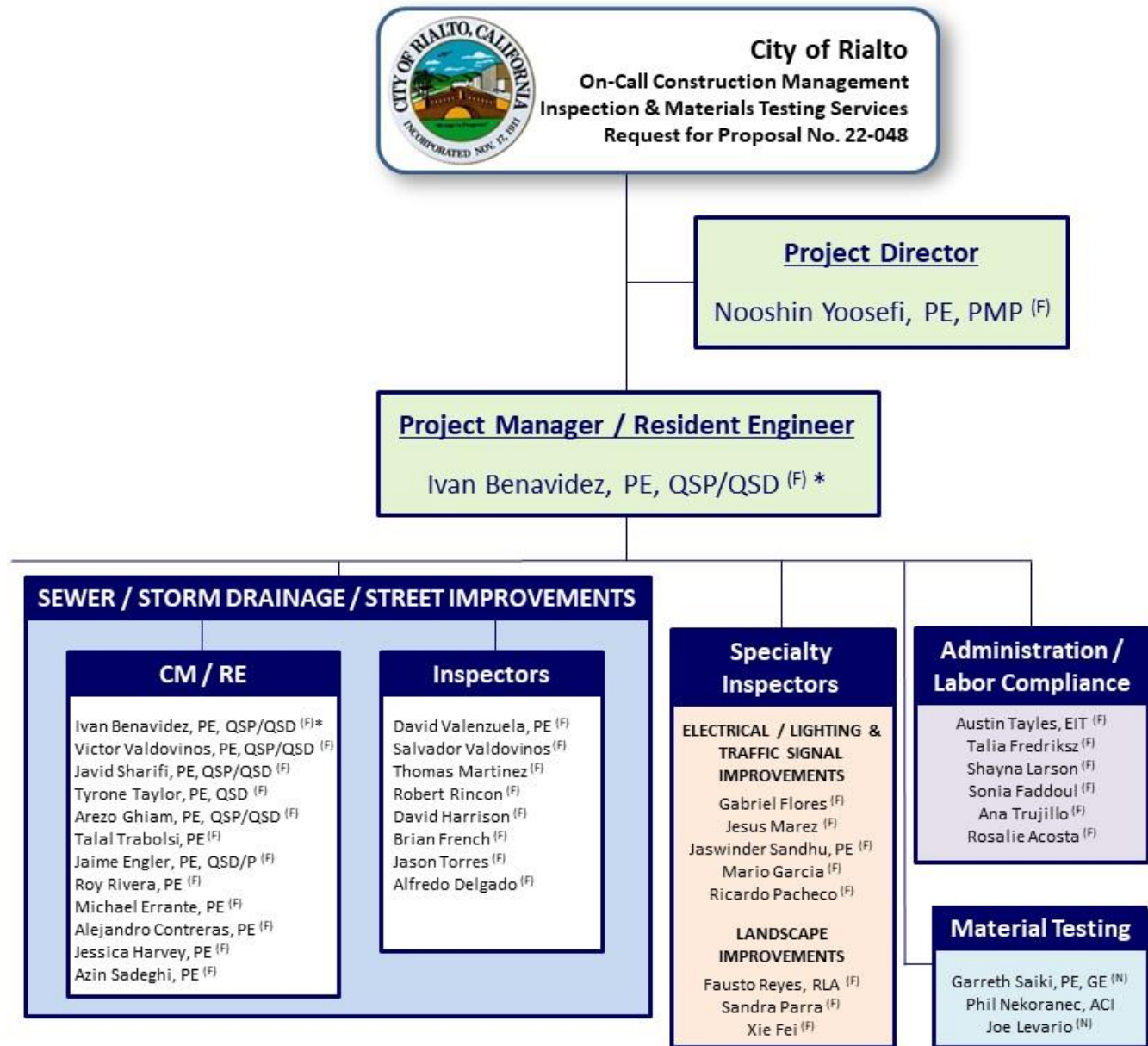


**Ninyo & Moore will provide Geotechnical and Material Testing Services.** Ninyo & Moore, a California Corporation, is a minority-owned, multidisciplinary firm that provides high-quality consulting services to public agencies. The firm was incorporated in 1986 and provides geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment services. Ninyo & Moore is committed to being responsive, thorough, technically sound, and active in the business community. Ninyo & Moore's staff of professionals includes experienced and registered geotechnical engineers, civil engineers, environmental engineers, engineering geologists, hydrogeologists, environmental scientists, certified technicians and field inspectors, and hazardous waste and regulatory compliance specialists. The experience of Ninyo & Moore's geotechnical staff encompasses projects throughout the southwestern United States including roads, highways, and bridges; pipelines, sewers, reservoirs, and pump stations; educational, municipal, and recreational facilities; and other public and private works. In southern California, Ninyo & Moore has three fully-equipped, certified geotechnical laboratory facilities supervised by registered engineers. Their laboratories are certified by Caltrans, American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), the Division of the State Architect (DSA), and the cities of Los Angeles and San Diego.



## Organizational Chart

To ensure that the needs of the City needs are met, Fountainhead is providing a highly qualified team of Construction Engineering professionals who have worked on similar projects. As shown in our team includes experienced personnel who are cross-trained to perform various activities thereby providing exceptional and efficient service needed for this procurement.



### Legend

- F Fountainhead Consulting Corporation  
N Ninyo & Moore

**"All staff are 100% committed and available to meet the City of Rialto needs.**

**Our team will make adjustments to our work plans to deliver the City of Rialto's projects on time and within budget".**



## IVAN BENAVIDEZ, JR. PE, QSP, QSD

### *Project Manager / Resident Engineer*

Mr. Ivan S. Benavidez is a Professional Engineer with more than 28 years of program, project, construction management and resident engineering experience successfully delivering over than \$1 Billion in transportation projects for California Department of Transportation (Caltrans) as well as city and county departments of transportation, transportation authorities, flood control districts, water districts, local city transportation infrastructure projects, US Army Corps of Engineers as well as Naval Civil Engineering Corps construction projects where he spent 10 years with various Navy Seabee Construction Battalions. His experience, duties, roles, responsibilities and skills include:

- Extensive experience performing the duties of contract manager on Caltrans Construction Engineering and Critical Path Method (CPM) Analyses Services contracts in accordance with State and FHWA policies.
- Managed, supervised, and coordinated all matters related to Consultant's operations and sub-consultant's work under the Contract with the Caltrans Contract Manager.
- Was available to the Contract Manager at all times in accordance with the contract requirements.
- Provided all field equipment and supplies for consultant staff. Ensured that deliverables were clearly defined, attainable, realistic and time-bound; and that the deliverables satisfied Caltrans expectations and criteria.
- Supervising, monitoring, training, and directing all Consultant and Sub-consultant personnel.
- Assigning qualified personnel to complete Task Order work as specified with the Caltrans Contract Manager.
- Administering personnel actions for Consultant and Sub-consultant personnel.
- Maintaining and submitting organized project files for record tracking and auditing.
- Developing, organizing, facilitating, and coordinating meetings with Caltrans Contract Manager and Functional Managers concerning project budgets and staffing and preparing meeting minutes.
- Understands Caltrans WBS work codes and descriptions. Implemented and maintained quality control procedures to manage conflicts, insured product accuracy, and identified critical reviews and milestones.
- Carried out instructions from the Caltrans Contract Manager and enforced all applicable safety requirements
- Reviewing invoices for accuracy and completion before billing to Caltrans; submitting invoices in a timely manner and providing monthly expenditure reports to the Caltrans Contract Manager.
- Managing overall budget, task order budgets, percent complete, periods of performance, amount expended, monitoring and maintaining required DBE involvement.
- Enforcing Contract compliance and ensuring each specific Task Order is also in compliance.
- Demonstrated knowledge and familiarity with prevailing wage issues and requirements in State of California.
- Expert with software programs such as P6, Claim Digger, Microsoft Project and Microsoft Office (Word, Excel, Power Point).

## EDUCATION

MS, Civil Engineering,  
California State University  
Long Beach

BS, Civil Engineering, New  
Mexico State University

## REGISTRATIONS

CA, Civil Engineer, No. 52076

CA, Qualified SWPPP  
Practitioner, Developer

## AWARDS

2014 ASCE "Bridge Project of the Year", Gene Autry Way West, City of Anaheim

2009 – 2010, ASCE's  
Improvement Project of the Year,  
Mountain View Avenue Bridge  
and Roadway Widening, City of  
Loma Linda

2007, CMAA's Best Infrastructure  
Project of the Year in the United  
States Under \$10 Million,  
Alabama & Orange Street Bridge  
Replacement, City of Redlands

2004 APWA's Award Winning  
Project, Grove Avenue Grade  
Separation, City of Ontario

2004, CMAA's, Outstanding  
Construction Manager, 5<sup>th</sup> Street  
Bridge, City of Highland

## AREAS OF EXPERTISE

- Project Management
- Construction Management
- Resident Engineering
- Resident / Commercial Developments
- Contract Administration
- Traffic Control
- Project Controls
- Public Agency Coordination
- Utility Coordination





## RELEVANT PROJECT EXPERIENCE

### **Rancho Mission Viejo Development, Rancho Mission Viejo, CA**

*Project Manager.* Responsible for ensuring scheduling coordination for all utilities, construction projects and staffing assignments. Enforcing permit compliance for all phases of construction improvements, construction phasing, contract administration, traffic handling, documentation, and scheduling analysis. This 20,000-acre development has a current schedule build out over the next 20 years. Project Cost: \$500 Million.

### **Cow Camp Road, Rancho Mission Viejo, CA**

*Project Manager.* Responsible for ensuring compliance with specifications and plans on all phases of construction improvements and contract administration including constructability review, construction engineering, construction documentation, CCO's and scheduling analysis. This 1,400ft long, 8 eight span, cast in place concrete box girder bridge with two frames over Chiqueta Creek along the San Juan River had 9ft diameter 50ft deep CIDH piles, steel reinforcement, structure concrete etc... Each pier consisted varied from 34 to 70 feet in height. Project Cost \$22 Million.

**Ivan will provide leadership, project / construction management expertise and the expert staff needed to deliver your capital improvement program.**

### **Orange County Public Works, Construction Management, Inspection & Material Testing, Orange County, CA**

*Project Manager.* Responsible for ensuring clear and accurate deliverables, managing 6 subconsultants, preparing and processing task orders, managing budgets, assigning qualified engineering, inspection, administration, and scheduling personnel, implementing and maintain quality assurance procedures, and ensuring contract compliance. Coordinating with client contract manager and various functional managers. \$3 Million.

### **Caltrans District 7, On-Call Electrical Construction Engineering and Inspection (Contract No. 07A4568), Los Angeles and Ventura County, CA**

*Contract Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified staff such as landscape, electrical, SWPPP inspectors, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBEs, and ensuring contract compliance. Monitored prevailing wage of consultant staff, prepared monthly expenditure reports, coordinated with contract manager and various functional managers. Project Cost: \$10 Million.

### **Caltrans District 12 (12A1589, 12A1736 & 12A1887), On-Call Construction Inspection & Materials Testing, Orange County, CA**

*Contract Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified staff such as landscape, electrical, SWPPP inspectors, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Monitored prevailing wage of consultant staff, prepared monthly expenditure reports, coordinated with contract manager and various functional managers. Project Cost: Various.

### **County of San Bernardino Public Works, On-Call Construction Management, Construction Inspection & Materials Testing Services, San Bernardino, CA**

*Project Manager* for the County's solid waste disposal system which consists of five active landfills, one inactive landfill, thirteen transfer stations, and monitors and maintains several closed landfill and disposal sites for environmental mitigation systems, road paving, drainage structures, and other general civil structures. The five regional active landfills provide refuse disposal to the County's Valley, Mountain, High Desert, and Low Desert Regions. Project Cost: Various.



**City of Anaheim, As-Needed, Construction Management, Inspection & Materials Testing Services, Anaheim, CA**

*Project Manager* for as-needed professional consulting services for street rehabilitation/reconstruction, street widening improvement, intersection widening/improvement, bridge widening or replacement, sanitary sewer, storm drainage improvement projects and project program management and other engineering and technical services. Project Cost: Various.

**Caltrans D7 (07A3260 and 07A3261) On-Call Construction Engineering & CPM Analysis Services, Los Angeles, CA**

*Project Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified staff such as landscape, electrical, SWPPP inspectors, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Monitored prevailing wage of consultant staff, prepared monthly expenditure reports, coordinated with contract manager and various functional managers. He was available to contract manager at all times. Project Cost: \$12 Million.

**Caltrans District 8 (08A1589), SR 215 On-Call Construction Program / Project Management Services, Riverside, CA**

*Project Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified program management staff and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Project Cost: \$1.6 Million.

**Caltrans District 8 (08A1589), On-Call Miscellaneous Services, San Bernardino and Riverside Counties, CA**

*Project Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified program management staff, public relations personnel, traffic management personnel, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Project Cost: \$8 Million.

**Caltrans District 8 (08A1484) 60/91/215 Interchange Construction Engineering & Inspection Services, Riverside, CA**

*Project Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified staff such as landscape, electrical, SWPPP inspectors, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Monitored prevailing wage of consultant staff, prepared monthly expenditure reports, coordinated with contract manager and various functional managers. He was available to contract manager at all times. Project Cost: \$9 Million.

**Caltrans District 8 (08A1275 and 08A1276) Construction Engineering & Inspection Services, San Bernardino & Riverside County, CA**

*Project Manager.* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified staff such as landscape, electrical, SWPPP inspectors, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Monitored prevailing wage of consultant staff, prepared monthly expenditure reports, coordinated with contract manager and various functional managers. He was available to contract manager at all times. Project Cost: \$8 Million.

**Caltrans District 8 (08A0839) On-Call Construction Engineering & Inspection Services, San Bernardino & Riverside County, CA**

*Project Manager:* Responsible for clear and accurate deliverables, task orders, managing budgets, meetings, supervising, training and directing personnel, assigning qualified staff such as landscape, electrical, SWPPP inspectors, and CPM scheduling personnel, maintain quality control, managing sub-consultants, monitoring DBE's, and ensuring contract compliance. Monitored prevailing wage of consultant staff, prepared monthly expenditure reports, coordinated with contract manager and various functional managers. Coordinated short term and long term per diem for various staff in remote areas with senior transportation engineers and Caltrans contract manager. He was available and responsive to the contract manager at all times. \$10 Million.



## Team Qualifications / Experience / Availability Matrix

The following Staff Experience Matrix illustrates our proposed Construction Engineers relevant experience, professional certification / license / registration, and education.

Qualifications / Experience / Availability																
Team Member	Years of Experience	Education / Licenses	Construction Management	Resident Engineering	Construction Inspection	Residential / Commercial Developments	Electrical / Lighting Improvements	Landscape Improvements	Sewer Improvements	Storm Drains / Concrete Box Culverts	Street / Roadway Reconstruction	Traffic Signal Improvements	Material Testing / Geotechnical	Administration / Labor Compliance	Local / State / Federal Requirements	Availability
Nooshin Yoosefi, PE Principal in Charge	30	MS/BS Civil Engineering CA, Civil Engineer No. 38985	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	100
Ivan Benavidez, PE <sup>(F)</sup> Project Manager / CM / RE	28	MS/BS Civil Engineering CA, Civil Engineer No. 52076	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	100
Victor Valdovinos, PE CM / RE	28	BS Civil Engineering CA Civil Engineer No.54687	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	50
Javid Sharifi, PE <sup>(F)</sup> CM / RE	21	MS/BS Civil Engineering CA, Civil Engineer No. 60926	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	100
Tyrone Taylor, PE <sup>(F)</sup> CM / RE	20	BS, Civil Engineering CA, Civil Engineer No. 66867	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	100
Arezo Ghiam, PE <sup>(F)</sup> CM / RE	12	BS, Civil Engineering CA, Civil Engineer No. 86359	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	100
Talal Trabolsi, PE <sup>(F)</sup> CM / RE	10	BS, Civil Engineering CA, Civil Engineer No. 66867	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓	80
Jaime Engler, PE <sup>(F)</sup> CM / RE	22	MS/BS, Civil Engineering CA, Civil Engineer No. 69858	✓	✓	✓	✓			✓	✓	✓	✓			✓	100
Roy Rivera, PE <sup>(F)</sup> CM / RE	16	BS, Civil Engineering CA, Civil Engineer No. 73143	✓	✓	✓	✓			✓	✓	✓	✓			✓	100
Michael Errante, PE <sup>(F)</sup> CM / RE	30	BS, Geological Eng. CA, Civil Engineer No. 48241	✓	✓	✓	✓			✓	✓	✓	✓			✓	70
Alejandro Contreras PE <sup>(F)</sup> CM / RE	20	MBA / BS, Civil Eng. CA, Civil Engineer No. 91131	✓	✓	✓	✓			✓	✓	✓	✓			✓	100
Jessica Harvey, PE <sup>(F)</sup> CM / RE	10	BS, Civil Engineering CA, Civil Engineer No. 92007	✓	✓	✓	✓			✓	✓	✓	✓		✓	✓	100



### Qualifications / Experience / Availability

Team Member	Years of Experience	Education / Licenses	Construction Management	Resident Engineering	Construction Inspection	Residential / Commercial Developments	Electrical / Lighting Improvements	Landscape Improvements	Sewer Improvements	Storm Drains / Concrete Box Culverts	Street / Roadway Reconstruction	Traffic Signal Improvements	Material Testing / Geotechnical	Administration / Labor Compliance	Local / State / Federal Requirements	Availability
<b>Azin Sadeghi, PE (F)</b> CM / RE	12	BS, Civil Engineering CA, Civil Engineer No. 88293	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	100
<b>David Valenzuela, PE (F)</b> Construction Inspector	10	BS, Civil Engineering		✓	✓	✓		✓	✓	✓	✓	✓				100
<b>Salvador Valdovinos (F)</b> Construction Inspector	18	CalOSHA 10-Hour ICC Cal Green   Safety		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	100
<b>Thomas Martinez (F)</b> Construction Inspector	14	SWPPP		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	100
<b>Robert Rincon (F)</b> Construction Inspector	22	AA, Telecommunications														100
<b>David Harrison (F)</b> Construction Inspector	8	BS, Civil Engineering		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	70
<b>Brian French (F)</b> Construction Inspector	13	ACI Grade 1 Reinforced Concrete		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	100
<b>Jason Torres (F)</b> Construction Inspector	8	BS, Industrial Engineering		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	100
<b>Alfredo Delgado (F)</b> Construction Inspector	23	Coursework		✓	✓	✓		✓	✓	✓	✓	✓		✓	✓	100
<b>Gabriel Flores (F)</b> Electrical / Lighting Inspector	30	General Electrician No. C6680587			✓				✓	✓	✓	✓				100
<b>Jesse Marez (F)</b> Electrical / Lighting Inspector	27	BS, Electrical Engineering, NABCEP Certified			✓				✓	✓	✓	✓				100
<b>Jaswinder Sandhu, PE (F)</b> Electrical / Lighting Inspector	40	MS, Electrical Engineer BS, Civil Engineering CA, Civil Eng. No. 11803			✓				✓	✓	✓	✓				60
<b>Mario Garcia (F)</b> Electrical / Lighting Inspector	31	General Coursework CA, Electrician No. 106818			✓				✓	✓	✓	✓				100
<b>Ricardo Pacheco, EE (F)</b> Electrical / Lighting Inspector	22	BS, Electrical Eng. CA, Electrical Eng. No. E983679			✓				✓	✓	✓	✓				100
<b>Fausto Reyes, RLA (F)</b> Landscape Architect / Insp.	29	Landscape Architect CA, Landscape Architect No. 4175			✓	✓		✓	✓	✓	✓	✓				100
<b>Sandra Parra (F)</b> Landscape Inspector	22	BS, Landscape Architect AA, Architecture			✓	✓		✓	✓	✓	✓	✓				100
<b>Xie Parra (F)</b> Landscape Inspector	15	MS, Landscape Architect BS, Urban Planning			✓	✓		✓	✓	✓	✓	✓				100



### Qualifications / Experience / Availability

Team Member	Years of Experience	Education / Licenses	Construction Management	Resident Engineering	Construction Inspection	Residential / Commercial Developments	Electrical / Lighting Improvements	Landscape Improvements	Sewer Improvements	Storm Drains / Concrete Box Culverts	Street / Roadway Reconstruction	Traffic Signal Improvements	Material Testing / Geotechnical	Administration / Labor Compliance	Local / State / Federal Requirements	Availability
<b>Garrett Saiki, PE, GE (N)</b> Geotechnical / Materials Testing Manager	30	MS, Geotechnical Eng. BS, Civil Engineering CA, Civil Engineer #49665 Geological Eng. # 2509			✓	✓			✓	✓	✓		✓			100
<b>Phil Nekoranec, ACI (N)</b> Materials Testing PM	25	Nuclear Gauge Operator ACI Concrete Field Tech. ICC Reinforced Concrete			✓	✓			✓	✓	✓		✓			100
<b>Joe Levario (N)</b> Materials Testing	15	Caltrans Various TMs ACI, Technician, Radiation			✓	✓			✓	✓	✓		✓			100
<b>Austin Tayles, EIT (F)</b> Admin. / Labor Compliance	6	BS, Civil Engineering CA, EIT, No. 165792			✓						✓			✓	✓	100
<b>Talia Fredriksz (F)</b> Admin. / Labor Compliance	8	BS, Civil Engineering			✓						✓			✓	✓	100
<b>Shayna Larson (F)</b> Admin. / Labor Compliance	5	BS, Civil Engineering			✓	✓			✓	✓	✓					100
<b>Sonia Faddoul (F)</b> Admin. / Labor Compliance	20	BS, Business Administration												✓	✓	100
<b>Ana Trujillo (F)</b> Admin. / Labor Compliance	6	BS, Civil Engineering			✓						✓					100
<b>Rosalie Acosta (F)</b> Admin. / Labor Compliance	12	Accounting Coursework												✓	✓	100

### Fire Station 67 Rancho Mission Viejo Development







## SECTION C: UNDERSTANDING ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIALS TESTING SERVICES

### Project Description

The City of Rialto is requesting proposals from qualified firms to provide on-call construction management, inspection and materials testing services for Citywide Capital Improvement and residential, subdivisions and commercial shopping centers, and land development projects that will consist of various funding sources, including local, state and federal funding. It is anticipated that the types of projects will include:

- Electrical & Lighting Improvements
- Landscaping Improvements
- Sewer Improvements
- Storm Drainage Improvements
- Street Improvements
- Traffic Signal Improvements
- Inspection and Compliance with Standards for Private Residential Developments, Subdivisions, Commercial Shopping centers, etc.

Sample of Capital Improvement Projects scheduled for construction includes the following:

Project Name	Project Number	Anticipated Construction Start Date
Pepper Avenue Street Overlay (Joint Project with City of San Bernardino)	190804	March 2022
Randall Avenue Widening & Floor Control Channel	210811	March 2022
Alder Avenue Improvements at SR-210	200808	February 2022

City of Rialto will use the on-call contracts to allow itself the flexibility and responsiveness to efficiently support the completion of various projects. Fountainhead's staff is qualified and available to meet your project demands and understands your procedures and processes to effectively augment your staff and deliver on the City's commitment to the residents and business you serve. Through the City's on-call contracts, Fountainhead acknowledges and fully understands these contracts have special challenges. We are ready to provide you experienced staff when you need them for as long as you need them—providing the right resources at the right time as the projects demand.



To provide effective staff augmentation services, we integrate seamlessly with your staff and work collaboratively with the project team. We are accustomed to on-boarding quickly to prevent loss of productivity. We have a diverse construction management and engineering staff based out of our Anaheim office who are involved in a wide variety of construction



management and engineering on-call support services as represented in the Experience Section this proposal. Availability, Capability, Flexibility of Resources is the practice of the Fountainhead on-call team, we have partnered with selected specialty sub-consultants, as shown in the organizational chart on page 4 that further expands our capability to properly support your projects.

Our Project Manager, Ivan Benavidez, PE, will work with you to better understand your needs and then assist in determining the potential candidates with the appropriate skill set and qualifications (from our pre-screened staff shown in the organization chart) to provide services that lead to cost effective, innovative, and sustainable solutions. Once vetted internally, the candidate(s) will be presented to the City, for your decision on who best fits your needs. The approved staff will seamlessly integrate with the project team to support your efforts.

## Scope of Services

Fountainhead Consulting Corporation (Fountainhead) does not take any exceptions to the City of Rialto's Request for Proposal 22-048 as advertised by the City. In general terms Fountainhead's Team agrees to perform all the duties and tasks itemized in the scope of services and will not reiterate the entire itemized list in our proposal response for the City to re-read. Fountainhead proposes to provide turnkey services whereby our Project Manager or Resident Engineers will take a leadership role and act as the City's representative to administer the contract between the contractor and the City. All the while reporting to the City project manager on a daily, weekly, and monthly basis. Other inspection, office engineering, and materials testing services will be provided on an on-call, as-needed basis. This general approach will be utilized to meet the City identified scope of work, and thereby provide a cost-effective pool of staff and resources to meet the City's needs. The City shall make available to the Consultant all pertinent data that is in the City's possession in the manner and the medium the City deems best for Fountainhead to perform the work. Fountainhead will meet the City's objectives by putting together an experienced team.

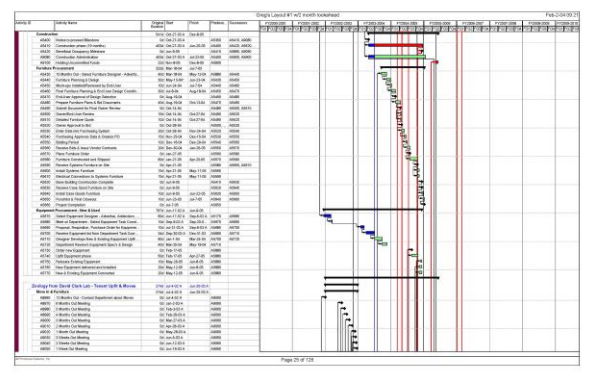
**Successful Application of Lessons Learned:** Our team has completed numerous interchange projects involving major highways. On our Universal Studios project, we worked with the contractor to review a 4 to 6 week look-ahead schedule versus the typical 3-week schedule, allowing us to better plan for critical submittals and provide a quick response to allow the contractor to remain on schedule.

**Effective Risk Mitigation Strategies:** Our team brings the experience necessary to quickly and efficiently identify project bottlenecks and areas of risk. Instituting a risk register on the project allows the team to carefully monitor items of potential high-risk and determine solutions to the problems before they happen.

**Cost-Saving Measures:** We can work more cost effectively by utilizing the technical expertise of our staff at the right time in the process. By applying the right PM/RE combination upfront, our team is able to clearly use individuals/available resources efficiently.

**Unique City Collaboration Experience:** Recently, members of our project team completed a two-year project working directly with the City of Newport, providing us extensive/ recent familiarity with Greenbook standards. We will utilize those resources, as well as the expertise, to enhance communication with our project partners.

**Right Team with Recent and Relevant Experience:** As shown in our proposal, we have a proven history completing similar projects. Our technical understanding, coupled with contractor management strategies, will greatly benefit your project. We also have the availability and capacity to hit the ground running upon NTP.





**Innovative Industry Practices:** Throughout our tenure, our team has determined that as a value-added approach, it is important to develop CM staff meeting activity logs that assign and track responsibility to each team member, preventing submittal RFIs, CCOs, and Assistant RE Diaries from falling behind.

**Total Team with the Required Technical Competency:** Each team member is considered an expert in their respective field. From overall Project Management to foundation testing and source inspections, we will staff each project to match the need and scope of work item with the best and brightest.

**Your Project is our Team's Focus:** The core of our team is currently finishing the City of Newport's Park Avenue/Grand Canal Project. Your project comes at a time where we can seamlessly transition this team, with the lessons learned fresh in their minds. By utilizing this same team in a similar capacity on your project efficiencies increase through the continuous communication already developed.

### **Phase 1 – Preconstruction Approach**

As determined by the City, the Fountainhead Team will implement the team work plan and 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. Additional preconstruction services we can provide include:

**Assist the City in evaluation of bids received:** The Team assist the City during the bid process with questions from bidders and in conducting a pre-bid conference if required. The Team also assist the City in the evaluation of bids received and recommendation of award to the lowest responsible and responsive bidder.

**Review Construction Manager (CM) Pending files:** The CM Pending Files (technical reports, quantity calculations, etc...) are obtained from the Design Engineer and are be thoroughly reviewed by each member of the project team. An issues/questions log is produced from this review and the items listed is discussed with the project development team in order to provide clarity to the construction management team of the design requirements, restrictions, right of way commitments, and assumptions etc.... In light of the review of the CM Pending Files, several follow up meetings may be held to discuss and resolve various issues on the Project if necessary.



**Master Project Schedule & Project Cost:** Upon Notice to Proceed to Fountainhead, our team can prepare our own detailed project schedule and project cost report that includes all major activities anticipated for the project. Said schedule can include all pre-construction and utility relocations by others, notification timelines noted on all permits, agreements, and contract documents. The intent is for the team to develop an understanding of what's ahead of them from a construction management perspective. 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. We partner with the contractor to develop a practical schedule to deliver the project on time.

**Quality Assurance:** Fountainhead prepares and provides the City a detailed Quality Assurance Inspection Manual for the various elements work on the project.

**Conduct Preconstruction Meeting:** In coordination with the City, Fountainhead staff prepares a Preconstruction Meeting Agenda. This process also includes preparing a list of attendees to be invited to the Conference. The draft attendees list is reviewed with the City and modifications are made as necessary. At this meeting, contract administration processes and list anticipated submittals that are shared with the Contractor. The Contractor is requested to provide all the initial submittals required prior to starting construction activities. This includes submittals such as Storm Water Pollution Prevention Plan, Baseline Schedule for the project, and Contractor Health and Safety Plan. Fountainhead prepares and distributes meeting minutes at the conclusion of the meeting.





**Implement Project Controls:** In cooperation with the City, we implement Oracle Unifier for document control and construction management in accordance with the City's guidelines and procedures.

**Establish Partnering:** Fountainhead acknowledges the City's recognition of the benefits of partnering between the CM team and contractor's personnel, with the purpose of working at the project level to resolve issues towards a goal of successful project.

## **Phase 2 – Construction Management Services During Construction**

This phase includes construction administration, scheduling, construction management, 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 will provide:

**Coordination of Contract Execution:** Upon NTP, the Fountainhead Team will coordinate with the City to mobilize the field staff that will administer 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 will establish 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. Fountainhead follows best practices models for construction management activities. The Oracle Unifier document management system allows for networking between the contractor, designer, construction manager and owner. The level of staffing and project control tools used will be determined based on the complexity of each project and the requirements of the City.

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

**Communication:** The Fountainhead Team, as an agent of the City, will communicate directly with the Contractor, Stakeholders, and County's. The Fountainhead Team will report to the City regarding the progress of the project and will provide information as requested by the City for the local community and other agencies as directed by the City. This will consist of a written report detailing the construction schedule, budgetary status, traffic impacts, etc....

Our staff will be responsible for the day-to-day communication with the Contractor and represent the City at the project site. Our staff will address 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 will review some project submittals. A submittal distribution list will be developed to identify additional reviewing parties as applicable. All submittals shall be logged into Oracle Unifier, as they are received and will be routed to the reviewing party and will be followed as they progress through the review and approval process. A submittal log will be established via Oracle Unifier, at the beginning of the Project and will be continuously maintained and updated by our staff. The Submittal Log will identify the parties responsible for review and acceptance.



**Requests for Information (RFI):** Fountainhead will receive, process, track, and document Project Requests for Information (RFI) and responses. An RFI log will be established, via Oracle Unifier, at the beginning of the Project and will be continuously maintained and updated by our assigned staff. The RFI Log will identify the parties responsible for review and response. Fountainhead Staff will prepare 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 the Construction Manager or Principal Inspectors will be forwarded to the City for their review. Design-related RFIs and other RFIs that are not Construction related will be routed to the appropriate parties and the City will be copied on all such RFIs. When necessary, we will coordinate and conduct meetings with the appropriate parties to discuss and resolve any complicated RFIs.

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

Any coordination with other applicable parties will be conducted as necessary. Fountainhead will conduct 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 will also evaluate and discuss with the City any Value Engineering Cost Proposals (VECP) submitted by the Contractor. Fountainhead will prepare and distribute agendas, minutes, and an issues list, via Oracle Unifier, as necessary.

**Schedule Management, Progress Meetings, and Reports:** Fountainhead staff will review and approve, subject to the City's delegation of authority, the contractor's CPM schedule. Fountainhead will utilize Primavera (P6) to review, monitor, and analyze the contractor's schedule. The team will review 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, will be reviewed against the CPM schedule and progress will be evaluated. The Contractor will be 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 will be reviewed for progress of work and any critical activities or logic changes by the Contractor.

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

**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 will 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.



### Phase 3 – Project Close Out

**Field Inspection and Punch List:** As a project nears completion Fountainhead staff will walk 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 will be 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 will be conducted. If the City is satisfied that all of the items on the punch list have been addressed, then the Contractor will be given a letter of acceptance, and final payment will be



authorized. In the event that a portion of the project is complete and the City would like to make use of that portion, then the Fountainhead staff will conduct a walk-through and create a punch list to accept only that portion of the work. Fountainhead staff will coordinate with all project stakeholders during final inspections to obtain their acceptance of the improvements as required by the City.

**As-Builts:** The Fountainhead Team will maintain a full-size set of the project plans for as-built purposes. These as-built plans will be modified to reflect what was actually constructed and will include any authorized field modifications by the design engineer, as well as any modifications due to any approved change orders. All modifications will be noted in red and, upon acceptance of the contract, will be 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 will issue a letter of acceptance and formally relieve the Contractor of any further responsibility for the project. The project close-out phase will include (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 will prepare 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 will be implemented in a meticulous fashion. At this point our Account Manager will ensure that the project is 100% complete from both a construction and construction management perspective. In closing project files, the Fountainhead Team will make sure that all original documents are in the project files and we will encase all records in clearly marked storage boxes per the City policy.



## Management Plan

We have hand selected our proposed staff after vetting their resumes against the contract educational, professional, and experience requirements. 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. This work plan is applicable for various task orders and durations.

## Management Approach

Under the leadership of our Project Manager Ivan Benavidez, Fountainhead and our subconsultant team is 100% committed to servicing this procurement contract with the experienced staff proposed in our proposal. Fountainhead and our subconsultant team is prepared to provide staff for both short term and long-term assignments as needed by the City. To date we have hand selected the proposed staff after vetting their resumes against the contract educational, professional, and experience requirements. This preliminary effort will ensure the proposed core Fountainhead staff and core subconsultant staff currently meet the contract procurements requirements and that these personnel can be utilized to service this contract. Furthermore, Ivan will work closely with the counties project manager to ensure our staff are on site, with all the proper equipment and resources needed to begin work within the prescribed notice period. As a general rule, Fountainhead will provide backup equipment for emergencies or equipment failures in order to keep our staff working diligently and efficiently on their assigned tasks. Our proposed work plan to provide staff augmentation for this procurement contract will be implemented in 7 phases: 1) Communication 2) Safety Training, 3) Education 4) Professional qualification, 5) General Experience, 6) Specialized Experience, and 7) Review, monitoring and feedback. This work plan is applicable for various assignment durations.





## Work Plan

**Phase 1: Communication** – As the project manager Ivan will be in frequent communication with the county project manager to stand ready for potential upcoming assignments. In this capacity, Ivan will have the foresight to prepare various individuals for potential upcoming projects and can match potential candidates with future projects. As part of the communication phase Ivan will discuss DBE, SBE, and CBE utilization with the county project manager to ensure subconsultant involvement in the procurement process.

**Phase 2: Safety Training** – All staff training records will be reviewed and maintained by our corporate office monthly, to ensure that our team personnel are receiving the proper safety training for any potential assignment that could come along for this procurement contract. Our Safety training effort will continue through the term of the contract. That is to say, our proposed staff will be trained and ready to hit the ground running when requested by the county.

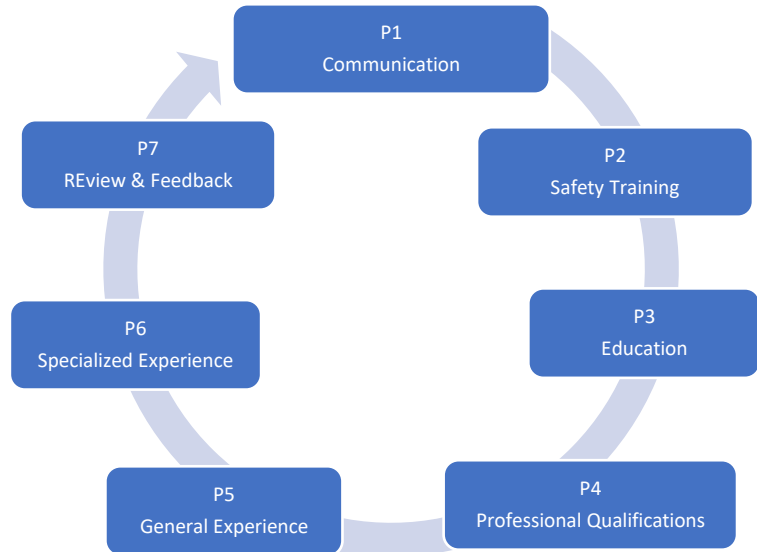
- ✓ Cal/OSHA 10 Hour Safety Training
- ✓ Defensive Driver Training

**Phase 3: Education** – Through the course of nourishing our communications with the County project manager, Ivan will readily differentiate proposed staff by their educational qualifications per the contract requirements for the Resident Engineer, Office Engineer, Inspector and material testing criteria. In doing so Ivan will be able to distinguish our proposed staff with the minimum qualifications for further review and discernment. Furthermore, Ivan will recommend staff for internal training by Fountainhead to maintain / renew certifications or skills for potential assignments by the county.

- ✓ Graduation from an accredited university with a major in civil engineering or construction management.
- ✓ Proficiency in the use of personal computers and applications of WordPerfect, Excel, 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** – Aside from the minimal educational requirements Ivan will further differentiate those engineers with professional engineering licenses to keep track of their licenser. Ivan will maintain log of each licensed individual and their license expiration date to maintain an active list of qualified licensed candidates available to the County for assignment. Ivan will also coordinate with Fountainhead's main office to encourage our personnel and subconsultant personnel to maintain their licenses in good standing.

- ✓ Registration as a Civil Engineer by the State of California
- ✓ QSD / QSP Certification





- ✓ QA Material Testing Certifications
- ✓ QA Laboratory Certification

**Phase 5: General Experience** – After learning about a potential project assignment Ivan will review the general experience requirements of our pool of candidates whom meet the safety, educational, and professional qualifications prescribed in the contract. During this review Ivan will further discern between those candidates that have general experience and those that have similar project experience to the specific project assignment under consideration at the time. Once these personnel are identified Ivan will present them (with their updated resumes) to the County to determine a viable staffing plan for each task order.

- ✓ 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.
- ✓ 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.
- ✓ Respond to complaints and inquiries from the public, elected officials, other agencies, Construction Division staff and other affected City departments.
- ✓ Arrange for materials testing and construction staking to be performed by the City staff.
- ✓ 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.
- ✓ Develop schedules for various City construction programs.
- ✓ Prepare schedules for various City construction projects.
- ✓ Analyze project schedules submitted by contractors prior to the start of construction.
- ✓ Analyze monthly progress schedules submitted by contractors.
- ✓ Develop As-built schedules based upon available records in support of claims analysis.
- ✓ Establish and maintain effective working relationships with Construction Division and City staff.



**Phase 6: Specialized Experience** – When a project has specialized needs that may be considered unique to the civil engineering industry Ivan will work with the project team to find a viable candidate that meets the specialized skill set need by the county. Being that Ivan will be in frequent communication with the county project manager, he will be able to notify the project team of any specialized skill the county is seeking will in advance so as not to cause a delay in fulfilling the project needs in a timely manner once a formal request is received.

- ✓ Previous experience on Structure Construction
- ✓ Previous experience on Drainage Facilities
- ✓ Previous experience on Sanitation District Construction
- ✓ Previous experience on Gas Systems
- ✓ Previous experience on Roadway Construction

**Phase 7: Review & Feedback** – Review, feedback, and monitoring: On a monthly basis, Ivan will provide monthly reports reflecting our contract budget utilization, DBE / SBE / CBE utilization, and coordinate meetings with the contract manager to do discuss our performance and obtain feedback from the county regarding any areas where improvement may be needed.



### FOUNTAINHEAD TEAM EXPERIENCE

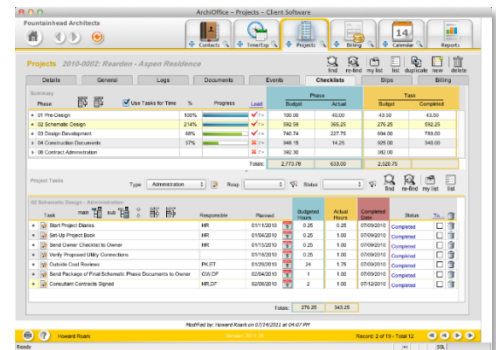
Position	Pre-Construction Activities	Contract Change Orders	Document Controls	CPM Scheduling	Material Testing Coordination	Geotechnical	Payments to Contractor	Inspection	Source Inspection	Document Interpretation	Technical Assistance	Survey Coordination	RFI's / Submittals / Shop Drawing	Quality Assurance / Quality Control	DBE / SBE / CBE Utilization	County Monthly Reports	Permit Enforcement	Plan Review	As-Built Plans
<b>Fountainhead</b>	✓	✓	✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Ninyo &amp; Moore</b>	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Fountainhead's Team proposed services will include, but is not limited to, construction resident engineering, construction inspection, plant inspection, bid support, and material testing specifically related to monitoring and inspecting the nature and installation of materials to ensure they meet the project's specifications. In addition to the scope of services advertised Fountainhead will provide a cloud-based document control software called "Procore" to administer the contract with the project team.

### Document Control

Fountainhead proposes to use an electronic document control software called "Procore" that we recommend to assist with managing submittals and correspondence on our projects. 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 will be determined based on the complexity of each project and the requirements of the City. 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

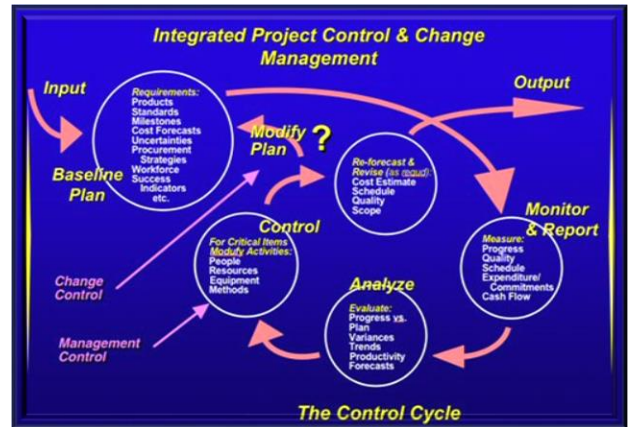




## Quality / Schedule / Budget Control Methods

For the Fountainhead Team, quality is a way of doing business. We build quality into our processes and then verify that construction work is done with the quality of workmanship and materials meeting the contract requirements. Our quality program starts with selecting the right people with the proper training and experience. Looking ahead at the contractor's schedule we will ensure that all involved staff is fully up to speed on the specific contract requirements of the work anticipated and that the field team has enlisted any specialist support they may need early.

Ivan Benavidez, our Project Manager will coordinate and deliver quality control inspection services to verify that the work is performed, constructed and coordinated in accordance with the contract documents. Our team is very proactive in closely monitoring the contractor's operations for adherence to the provisions of the project and will verify that quality work is done. We will monitor daily operations, identify deficiencies and work with the contractor to correct them. Recognizing deficiencies and potential efficiencies requires both technical experience and good judgment, which comes to the project in a highly qualified, competent team of construction engineers/inspectors with specific disciplinary expertise and familiarity with applicable standards. Our goal is to perform inspection to guard against defects and deficiencies in the work of the contractor.



Each member of the Fountainhead Team will know the construction drawings and specifications, as well as the Special Provisions, Standard Plans and Specifications that are incorporated into the design by reference. In addition, they will be required to be familiar with a variety of other information, including any permits, other conditions of the site, applicable provisions of environmental mitigations/protection plans and procedures as well as the project schedule. Our construction inspectors will notify Tyrone immediately upon witnessing any materials, erection or installation process or levels of quality that do not meet the requirements of the contract. Using a "Non-Conformance Report", he will immediately notify the contractor of such deviations and request corrective action. Copies will be forwarded to the City upon request. Accurate and timely documentation of all of the field team's work will keep the contractor's claims under control. The project controls systems will make all data and information readily accessible.

QC / QA WORK PLAN																
Position	Project Management	Communication	Env. Compliance/SWPPP	Time Control	Cost Control	Change Orders	Payment to Contractors	Inspection	Material Acceptance	Safety Enforcement	Submittals / Shop	Reports / Site Documents	Submittal Compliance	Final Completion	Final Payments	Closeout
PM/Resident Engineer	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA	QA
Inspectors		QA		QA			QA	QA				QA				
Office Engineer	QA		QA		QA	QA					QA		QA	QA	QA	
Materials Testing									QA							





## Budget Control

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

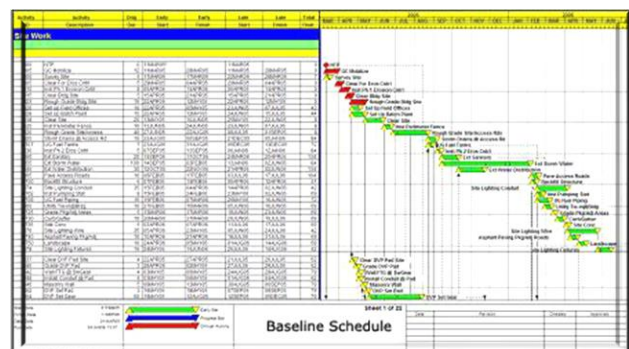
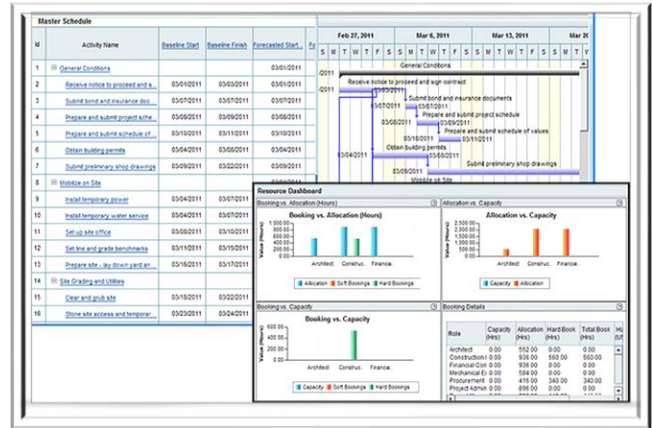
To manage costs and budget, project issues not identified in the plans are where the budget and expenditure changes occur. Issue resolution will be every team member's responsibility, particularly the inspectors in the field as this is the least expensive place to solve a problem. This will assist in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

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

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

## Schedule Control

The schedule is a critical tool to keep control of costs, anticipate claims, and stay ahead of the contractor on coordinating all CM activities. It allows the resident engineer to provide proper inspection, schedule utility relocations, coordinate with the various agencies, notify the public about traffic impacts, guide the contractor on contract requirements such as certificates for materials or scheduling materials testing or surveys, respond to RFI's, changes and potential claims and accurately advise the City of progress of the work.







Anticipating the contractor's schedule by producing our resource loaded construction schedule will fully prepare our team to analyze the contractor's required baseline schedule of how they plan to construct the project. Our schedule/CPM specialist, Daniel Benevento, will review that schedule along with resident engineer, Tyrone Taylor, and approve it once it complies in all respects with the contract documents. They will look for where the contractor may try to anticipate opportunities for delay claims. Thereafter, the contractor is required to submit an updated schedule each month that shows any changes and provides an explanation of any changes from the previous month. We will review the status of the work weekly using a form of the Weekly Statement of Working Days that delineates the work days for the week and the current percent complete and compare how this matches up with the contractor's schedule. Another tool we find useful is the weekly lookahead schedule that generally shows activities for the next two or three weeks. This is reviewed in detail between the resident engineer and the contractor at the weekly project meetings.

**Document Controls/Project Controls Enhancements**

At the foundation of any good CM team is the project records. Our team members will work closely with the City representatives to manage the project schedule, maintain proper field documentation, prepare pay estimates, review SWPPP plans and implementation as well as track RFI's and interface with the designer, JL Patterson & Associates, Inc., to assist in resolving and field issues that may arise. Our team members will also monitor the contractor's compliance with labor laws and document all meetings.

**Web-Based Document Control/ Project Management**

One of the most significant changes to the process of construction in recent years is the information technology systems that support the builders, engineers, and construction managers. Our Project Controls Engineer, Daniel Benevento, will set up the complete web-based management system for the City and the CM's use, allowing access and collaboration from any location over the web, while maintaining the most stringent on-line security measures available in the industry.

For example, the ProCore system is a complete and supported web-based system that is infinitely expandable, easy to use, does not require the purchase and maintenance of on-site equipment, supports all Microsoft, AutoCAD and other industry programs, has excellent security functions, workflow capabilities and access anywhere in the world. In addition, ProCore is an off-the-shelf product that is not proprietary and does not require continuous and costly support by your consultant's IT department. The Fountainhead Team has experience with many project and document control systems and will implement whatever system the City requires.

**Electronic Field Reporting**

Traditionally, inspector daily reports (IDRs), memos, NCRs and other field documents have been handwritten in the field. The Fountainhead Team believes that utilizing the latest technology can make the field inspection staff more effective by shortening the time that is spent handwriting reports. We propose to issue each inspector a laptop computer with pre-formatted IDRs, forms, reports and the latest revised plans and specifications. All this information will immediately be captured and protected within the electronic document system, described above. In addition, issues occurring in the field can be immediately photo documented and transmitted to Tyrone Taylor, our resident engineer and the appropriate technical specialist, if needed to resolve as quickly as possible. IDRs and other documents will be available for review comment in real time and help to minimize the laborious scanning process.





## Loaded Manpower Schedule

Contractors often point to the project baseline schedule to support their position on time impact analyses, disputes and claims. Without a parallel representative schedule produced by the CM team who knows how to think like a contractor, it can be difficult to support the owner in a time delay issue. Our Project Controls/Schedule Reviewer, Daniel Benevento, will establish and maintain an independent manpower loaded schedule based on the contractor's staffing plan and baseline schedule and run routine checks against the monthly schedule updates. By doing this, any discrepancies (lack of manpower) in construction effort will be identified and documented. There are two key benefits of this process:

- Allows the Fountainhead Team to notify the contractor that they may fall behind schedule and that they need to address or increase their field staffing effort.
- Can protect or minimize exposure the City to undue delays, by showing that the project would have been delayed by lack of contractor manpower and/or equipment.

Fountainhead understands and emphasizes the importance of on-time performance with management of its contracts. Fountainhead will keep the various project schedules and budgets on track and on time from the projects' inception, by establishing and maintaining an accurate, detailed and realistic CPM Baseline, Update and Revised schedules. Fountainhead will work in partnership with the design team, permitting agencies and contractor to strictly adhere to the approved schedule(s) during the project development and construction phases of the capital improvement program. We work with an accurate and realistic schedule that reflects the actual day-to-day deliverables in the office and on the project site will be crucial for keeping the schedule on track and meeting the project's milestone target dates. If a scope increase or change order is warranted, Fountainhead's team of experts will carefully analyze the accuracy of our Time Impact Analyses assuring the least impact on the overall schedule. To assure the City of an effectively managed project, we have identified the following five key issues that will be the core of our project approach:



1. **Schedule Control** – Diligent management of the project schedule and appropriate activity sequencing will result in expeditious mitigation of unforeseen conditions.
2. **Environmental Compliance** – Proactively managing the environmental compliance process will significantly reduce impacts to the schedule.
3. **Communication** – Effective communication at key intervals will keep the City informed without creating "information overload."
4. **Cost Control (Scope Creep and Contract Change Orders)** – Resolving design and construction issues before finalizing contract documents reduces contingencies and improves bidding climate.
5. **Quality** – Expertise in design and construction issues will result in a comprehensive set of construction bid documents that accurately reflect the work to be done and lead to low contingency needs.

## Schedule Implementation Strategies

Fountainhead is intimately familiar with most of the mainstream scheduling software used by the consulting and public works contracting industry including, but not limited to, Primavera, Suretrak, and Microsoft Project. The Fountainhead team will review the baseline delivery schedule, including activity sequences and duration, schedule of submittals, permit acquisitions, right of way procurement, delivery for products with long lead-times, etc... Our team will evaluate the baseline delivery or construction schedule for:

- Consistency with the contract schedule (completion within the contract time)





- Accurate start dates, completion dates, other dates detailed in the contract
- The schedule will not be approved as the baseline until all discrepancies are resolved.
- Sufficient detail – including submittal process and procurement requirements
- Any impacts of permits or weather conditions
- Changes in scope or change orders requiring additional time
- Sequence of design or construction and correct schedule logic
- Identification of the critical path and project float
- Reasonableness and compliance with contract

### Schedule Control

During the progress of the work, albeit for program management or construction management, the Fountainhead team will compare the contractor's baseline schedule with progress schedule updates to identify any shortcomings and implement corrections or mitigation measures to keep the schedule and its deliverables on track. We generally use a six-week and a three-month look-ahead at our weekly progress meetings. These tools will keep the entire team looking months ahead of the project and will facilitate proactive handling of project activities and issues. If necessary, Fountainhead will derive any mitigation plans necessary to correct any progress deficiencies.

### Weekly and/or Monthly Meetings

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

### Key / Critical Issues that May be Encountered

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

Element	Concerns	Remedy
Traffic	<ul style="list-style-type: none"> <li>• Safety</li> <li>• Access</li> <li>• Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Advance Notifications</li> <li>• Traffic Control Review</li> <li>• RE Responsiveness</li> </ul>
Permits / Utilities	<ul style="list-style-type: none"> <li>• Environmental</li> <li>• Water Services</li> <li>• Sewer Services</li> <li>• Gas</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Coordination Meetings</li> <li>• Schedule</li> <li>• Utility Work Windows</li> <li>• Communication</li> <li>• Persistence</li> </ul>
Construction Activities	<ul style="list-style-type: none"> <li>• Trucking</li> <li>• Concrete Pours</li> <li>• CIDH Holes</li> <li>• Widening</li> </ul>	<ul style="list-style-type: none"> <li>• Coordination of Meetings</li> <li>• Public Outreach</li> <li>• Neighborhood Friendly</li> <li>• Detailed Pile Placement Plan</li> </ul>
Work Zones	<ul style="list-style-type: none"> <li>• Staging Area</li> <li>• Deep Excavation</li> <li>• Equipment Access</li> </ul>	<ul style="list-style-type: none"> <li>• Project Coordination</li> </ul>





## Constructability Review

We have completed numerous constructability reviews and cost estimates in throughout the region. Our personnel have a range of building, civil, mechanical and electrical experience to provide high quality services in both constructability reviews and cost estimating.

We pride ourselves on providing precise constructability reviews involving an extremely thorough review and analysis of the construction documents. We thoroughly check each document for accuracy, completeness, and systems/contractor coordination issues. Through this process, prior to receiving bids, we can identify missed details, potential coordination issues, possible delays and construction claims, which in turn, minimizes the potential for change orders and claims that can cost the Owner time and money.

As part of our review process, we overlay the structural, mechanical, electrical and architectural plans to quickly look for apparent pinch points; duct work, hydronic piping, etc, and the structure. We develop a building cross section and verify that there is available space for the multiple systems or suggest alternate routing. We critically look at different areas of wall sections for parapet details, window headers and window jambs to suggest areas where more detail needs to be developed to fully explain the design intent.

Another major source of errors occurs at the point of interface between the engineering disciplines. Our inter-disciplinary and cross-disciplinary review includes an intense crosscheck of all construction document elements. It is important for the constructability review to be performed by a “fresh pair of eyes” and by a firm with extensive experience in reviewing projects of a similar nature.

This comprehensive review process is typically completed when construction documents are at least 90% complete. If the documents are reviewed too early, the constructability review would have a minimal impact since many aspects of the design could change by the time the construction documents are 100% complete. If the documents are reviewed too late, during bidding or after bid, any errors found would have already cost the owner money. The design team is charged with reviewing, responding to, and implementing appropriate changes to the documents based on the constructability review comments prior to contractor bidding.

The goal of a constructability review is not only to eliminate coordination issues prior to construction, but to ensure that contractors receive documents that are as clear and concise as possible, resulting in a higher quality bidder response. This allows for optimal field administration.

## Claims Analysis, Avoidance and Resolution

Fountainhead has extensive experience in dealing with the claim mitigation processes. We minimize and avoid potential disputes by staying involved with the project and listening to the concerns of all project stakeholders. We also recognize the importance of maintaining proper documentation pertaining to any dispute. If a dispute and/or a claim become an issue, we will review the dispute or claim, determine additional analysis to be performed, and provide recommendations to the City. We have a history of resolving issues prior to completion of the project, as we are skilled at examining issues along with related specifications and maintaining detailed project documentation which mitigates potential claim for the contractor.

Our constructability reviews of the contract documents identify any omissions, ambiguities, and potential conflict will eliminate a great deal of issues that may lead to claims. During construction,





our claims avoidance procedures include detailed documentation, pictures, video recording, providing timely responses to submittals and Request for Information, and most importantly identifying and resolving potential problems before they become critical. Our management philosophy includes partnering, pro-active approaches, communication, notification, and coordination. We are extremely familiar with Dispute Resolution Techniques and conflict resolution.

Effective change order administration is imperative for controlling cost and schedule on a construction project. The goal is to provide timely direction to the Contractor while assuring that the costs of changes are fair and reasonable to both the Contractor and the City. Issues may arise that have the potential to lead to claims. We minimize and avoid potential disputes by staying involved with the project and listening to the concerns of all project stakeholders. Our intent is to meet with the Contractor and resolve issues without delay.

We also recognize the importance of maintaining proper documentation pertaining to any dispute. If a dispute develops into a claim, we will review the dispute or claim, determine additional analysis to be performed, decide on merit and provide recommendations to the City. We have a history of resolving issues prior to completion of the project and we are skilled at examining issues along with related specifications and maintaining detailed project documentation which mitigates potential claims from the Contractor. All relevant information as it is compiled and becomes available will be shared with the City Project Manager and will also be included in the monthly Progress Report provided to the City.



Fountainhead will assist the City to develop a Dispute Review Program for the project. Our program shall be reviewed and approved by City Project Manager: A dispute resolution process that generally follows the Caltrans Construction Manual and Standard Specifications will be prepared to meet the City processes and procedures. This process will be reviewed in detail with the City Project Manager and modifications will be made as necessary. The process will then be reviewed with the Contractor to ensure buy-in from all parties involved. As a general procedure, Fountainhead tries to resolve all disputes at the lowest possible level and in a timely manner. We have also developed an escalation ladder to expedite resolution of disputes during the project.

Additionally, the Fountainhead Team will implement a procedure on the Project that has served us well on multiple projects. Our inspectors are trained to track and document rejected work and associated re-work, unsatisfactory work product or poor production caused by lack of organization or planning, and other circumstances that arise during the life of a project that could result in disputed work or claims situations. This work is tracked in its own "item number," separately from the associated item work being performed. Having accurate information regarding hours for manpower and equipment, and materials quantities for activities experiencing problems has helped the Fountainhead team numerous times in avoiding claims or reducing the costs of changed or disputed work.

## 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 will be established with the Contractor. Fountainhead will 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 will meet with the Contractor to review, discuss and approve quantities applicable to the progress payment for the month. Discussion will be 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 will review and recommend approval of the contractors' invoice with the City. The document will be submitted to the City for processing and payment to the Contractor.

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

**Construction Safety:** Fountainhead understands that there is nothing more important than the safety during construction. The contractor has sole responsibility for compliance with safety requirements on the construction contract, but the Construction Management staff has the responsibility of monitoring compliance with their safety program and advising the Contractor of observed deficiencies. Fountainhead will review the contractor's code of safe practices and field activities on continual basis. All project team members will be required to review, sign, and adhere to the project code of safe practices. Fountainhead will conduct safety reviews, night safety inspections, and attend weekly safety tailgate meetings. The Fountainhead team is knowledgeable of the OSHA Construction Safety Orders and will monitor the contractor's work to assure that the public, the contractor, and the Inspection staff is working in a safe environment. Measures that will be 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 will ensure that excellent communications and working relationships exist during the life of the project among all project stakeholders. Our team will focus on resolving issues at the lowest possible levels. All issues will be properly documented in detail and will be coordinated with the City. Our staff will act 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 will be thoroughly reviewed by our team and responses prepared in a timely manner with coordination with the City. An itemized claims log will be established if needed that will monitor and track the status of each "Notice of Potential Claim" received from the Contractor.

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

## Project Management

Fountainhead's team has reviewed the Scope of Work and Tasks itemized in the request for proposal. We do not have any issues with the scope of work or the itemized tasks, and will not reiterate it all in our proposal, however we have prepared the brief outline below to communicate our general understanding of the proposed scope. We recognize there may be a need by the City to change or adjust the scope, limits, or activities and we will remain flexible to work with you during those occurrences.

### Task 1 – Administration / Project Management

Project Planning/Management/Administration Activities, which are proactive and forward looking, to assure effective information-sharing and coordination among City staff as well as public and private sponsors of development and infrastructure construction activities in the Project Area.

- Program Schedule and Outreach Plan
- Meetings
- Weekly Reports
- Monthly Progress Report
- Computerized Project Folder
- Quality Assurance/Quality Control (QA/QC)



### Task 2 – Coordination of Master Scheduling and Construction Phasing Activities

Coordination of Master Scheduling and Construction Phasing Activities including preparation and maintenance of a Master Schedule and Phasing Plan incorporating all construction schedules for public and private development projects within the Project Area; coordinating the project pre-construction and construction schedules with the various City departments representatives and private developers; preparing construction scheduling reports on a weekly basis; and, assisting the City with ensuring the work proceeds as part of a coordinated and comprehensive process that minimizes upset conditions to businesses and vehicular traffic throughout the Project Area. Master Schedule

- Construction Phasing Activities
- Five (5) licenses software packages for use by the City
- Updates to the Master Schedule and Plan
- Project Files
- City / Developer Communication Plan
- Photo and Video Documentation
- Monthly Construction Progress Report



### Task 3 – Public Outreach Activities

Public Outreach Activities to keep community stakeholders apprised of construction planning/schedules/phasing plans.

- Stakeholder Outreach and Coordination
- Community Outreach
- Website Development and Updates
- Web Portal
- Communication Checklist
- Public Outreach Documentation Report

### Task 4 – Close-out Activities

Close-out activities at the end of the term of the agreement, including preparation and submittal of final reports documenting the management/coordination and satisfactory completion of all project planning/construction activities and identifying the status of all planning/pre-construction/construction project activities within the Project Area and term of the agreement.

- Final Report
- Electronic Project Data



## Scope of Work Considerations and Alternatives

We would like to take some time and call to your attention some demographic concerns that were not communicated in the request for proposal as there may be a need for translation services to fully serve the Community.

### **MAJOR KEY ELEMENT IN COMMUNITY**

Culturally diverse communities tend to be insular and often require outreach specialists who are bi-lingual and understand their culture, neighborhood and specific needs. The Fountainhead team is comprised of outreach specialists who can address these particular needs and who is cross trained as an assistant project manager.

Fountainhead understands the City's goal is to maintain good neighborhood relationships with all the communities it serves. Our Team is prepared and experienced to help the City's maintain this goal. Our project assessment provided us with a personal sight into the various neighborhoods surrounding the impacted area. With this information, our team has will developed a Tailored Public Relations Plan for the City to review and approve.

- 1. Key Hispanic Media Contacts**
- 2. Translation: Written & Oral**
- 3. Culture Understanding**
- 4. Toll-free Hot-Line**
- 5. Community Events: Information Booths**

## Traffic Engineering

Fountainhead is proposing the following technical innovation involving:

- (i) Traffic control plans per the City and/or Caltrans standards as well as construction staging and maintenance of traffic solutions. Our Team will make recommendations for construction phasing and location for construction materials/equipment and check for interference with other current or future projects. Specifically, the review and monitoring of traffic control and detour plans. We will also assist the City in coordinating, monitoring and reporting on any independent design reviews of the Design Documents prepared by Design Consultant or other Consultants.





- (ii) Performance metrics related to emergency and incident response as well as non-motorized connectivity within the Platinum Triangle area. The work zones usually present a major barrier especially to emergency/incident response vehicles, pedestrians, and bicyclist mobility and improvements to the traffic around and within work zones is a significant opportunity to improve this mobility. Our approach achieves both improved mobility and accessibility for all modes of travel. Our expertise and local experience in Anaheim will allow us to hit the ground running and keep traffic moving seamlessly as private and public projects are constructed.

## Management Approach

Our program manager will be responsible to drive the effort for scheduling and coordinate the public outreach campaign. Our Project Manager will lead the effort and with the assistance of the PR Manager will gather information from city staff and other key players to assemble a comprehensive overall schedule and outreach plan. Fountainhead's team will contact all required individuals for information, arrange all meetings, chair all meetings, and in all stages, be held accountable for the successful outcome of the scheduling impacts and public outreach campaign as they relate to the community.

Our guiding principle in community outreach will be to disseminate accurate, timely and reliable project information. Our golden rule is: "An informed public is generally a cooperative public." Communication platforms are always tailored to the needs of the community and businesses. Our goal is to minimize the inconvenience of the community and traveling public as they all play an important role in the success of all projects.



## Communication

Effective and timely communication is key to providing project information to benefit both the public and construction progress. Our communication plan will correspond to the character of the project area's community and project team. The plan will identify key audiences and methods to communicate project information. Collateral materials will be developed to introduce the project, communicate milestones and construction advisories, upcoming events, and response to community concerns. Furthermore bi-lingual information can be provided to the community with the Fountainhead team.

## Document Controls Expertise for PM/CM Processes

A significant component or tool at the heart of a successful project is a comprehensive project document control system. 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 will benefit from an easy-to-use, and industry standard document control system. Fountainhead's document management system offers a solution for both components with networking of project teams through the power of the internet. The level of staffing and project control tools used will be determined based on the complexity of each project and the requirements of the City of Anaheim. Fountainhead follows best practices models for program management and construction management activities. Our Best Practices evaluation for project controls determined that Procore software was the most successful in meeting all of our document controls 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. Some of the features of the system are:

- 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

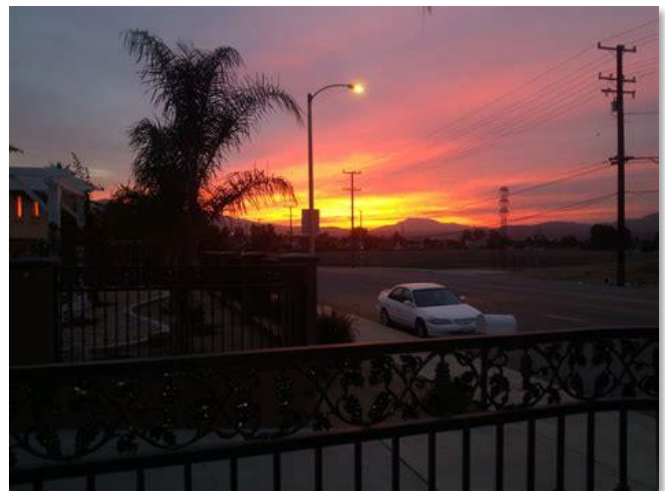
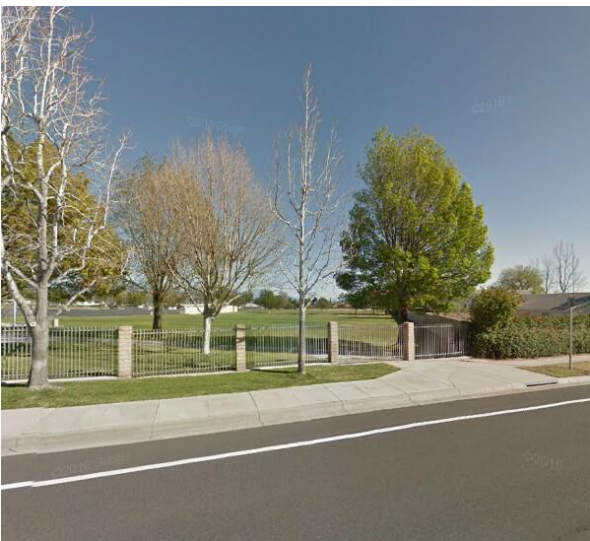


- Comment on and status meeting business items
- Share secured information among owner representatives, design professionals, utility companies, contractors, suppliers, and subcontractors
- Customize forms and reports included in the application or create your own client specific report or form

Procore makes electronic input and distribution of plan reviews, project reports, submittals, and Change Orders easy. This feature can significantly speed up the paperwork processes inherent in the project. Historical record keeping allows review of all transactions between the owner, contractor, and engineer. Security features also limit access to information for each user. This keeps sensitive project information secure. Custom forms can be developed, if needed, to conform to client standards for plan reviews, project reports, schedule updates, Work Change Directives, Submittal Cover Sheets, Meeting Minutes, etc. Staff at all levels can maintain complete access to the current vital project information. It also provides the owner with historical documentation of all communication for the project in one place. The project photo log can also be kept and maintained on the system from preexisting photos to final completion.

## Deliverable Methodology

Fountainhead management personnel receive procedural and industry related continuous improvement training on a regular basis. Fountainhead stakes its reputation on meeting the expectations of its clients. Deliverables are monitored by senior Fountainhead staff and corrections are implemented prior to distribution. Fountainhead training and management systems allow for real-time monitoring of client contract budgets, consultant budgets, and key project deliverables which are time/budget and quality sensitive, minimizing the potential for surprises. Fountainhead customizes project status reports to be delivered to various levels of client management at the requisite frequencies. Fountainhead's clients can have access to the Fountainhead project control system, or other customized web management tool to keep them up to date on the Fountainhead contract and the performance of its staff. Fountainhead's deliverable methodology described below are customized to fit the specific needs of its clients in successfully delivering many other recent similar projects on schedule. The Fountainhead PM team firmly believes that the key to a successful project is more than just performing tasks outlined in a scope of work. Any competent team can follow a set of written guidelines. The key to a successful project is performing each task with a realistic and clear understanding of what the real intent of the project is and to be able to be flexible enough to adjust to changes. Management of any project requires a proactive approach with talented staff. Fountainhead owes the successful completion of client projects to our ability to find and maintain cross trained professional staff, who can successfully document work activities and implement a proactive management aptitude. Our keen understanding of, and experience with, the public agency due diligence permit process and construction outreach also provide a smooth and informational project experience. Our team's experience and our proactive approach enable Fountainhead to stay ahead of the curve and deliver the project successfully through the permit process and construction phases.





## D. REFERENCES AND EXPERIENCES

### EXAMPLE PROJECT

#### **ON-CALL CONSTRUCTION ENGINEERING, CONSTRUCTION INSPECTION, CRITICAL PATH METHOD (CPM) AND MATERIALS SAMPLING & TESTING SERVICES, CALTRANS DISTRICT 12 (12A1589, 12A1736 & 12A1887), ORANGE COUNTY, CALIFORNIA**

Fountainhead Consulting Corporation, as prime consultant on three separate on-call contracts, is providing Construction Engineering, Construction Inspection, Critical Path Method (CPM) Analysis and Construction Materials Sampling and Testing Services, on an "as-needed" basis for Caltrans District 12 in the Orange County Area. Services include the construction management of State transportation facilities in Orange County on the I-5, 405 & 605, and on state routes 1, 22, 39, 55, 57, 72, 73, 74, 90, 91, and 133. Responsibilities for providing on-call inspection services consist of electrical inspection, landscape inspection, roadway construction inspection, SWPPP compliance, and office engineering. All services are provided in conformance with the Caltrans Construction manual for preparing and processing project documentation and in accordance with Caltrans WBS work codes. This includes preparing quantity sheets, progress estimates, change orders, daily diaries, enforcing SWPPP requirements, preparing weekly statement of working days, taking photographs, preparing correspondence, reviewing and inspecting traffic control systems for lane closures, conducting labor compliance interviews, etc.

#### **Projects Includes, but not limited to:**

I-5 / El Camino Real Road / Bridge Widening (\$12 Million)  
I-5 Widening / SR-73 to Crown Valley (\$580 Million)  
SR-22 Safety Improvement Project (\$20 Million)  
I-405 Auxiliary Lanes at Culver (\$4 Million)  
I-5 / SR-133 Interchange (\$18 Million)

#### **Project Successes**

- Supporting District 12 with managing the construction support soft costs with crossed trained LARE who could work alternative shifts when needed to minimize or eliminate overtime.
- Lead ARE also performed CPM scheduling reviews and Time Impact Analysis.



**Dates:** 07/2015 – Ongoing

**Project Cost:** Various

#### **Relevance to RFP**

- Caltrans Construction Standards
- Construction Management
- Construction Inspection
- Constructability Reviews
- Materials Testing
- Electrical / Lighting Inspection
- Traffic Signal Improvements
- Landscape Inspection
- Storm Drainage / Sewer Systems
- Street Improvements
- ADA Ramps
- Caltrans Construction Manuals
- FHWA Guidelines
- Local Agency Standards
- SWPPP Compliance

#### **Key Personnel**

Ivan Benavidez, PE, QSD/P  
Victor Valdovinos, PE, QSD/P  
Tyrone Taylor, PE, QSD/P  
Arezo Ghiam, PE  
Talal Trabolsi, PE  
Salvador Valdovinos  
Talia Delgado

#### **Reference**

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Senior Transportation Engineer  
**Caltrans District 12**  
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Irvine, CA 92612  
949.724.2052  
[Patricia.Ruiz@dot.ca.gov](mailto:Patricia.Ruiz@dot.ca.gov)





## REFERENCE PROJECTS

### RANCHO MISSION VIEJO DEVELOPMENT, RANCHO MISSION VIEJO, CALIFORNIA

Fountainhead Consulting Corporation has managed the Rancho Mission Viejo Development project since 2013. Projects includes, but not limit to:

**Cow Camp Road Phase 1** included the establishment of an alignment, design, and construction of a new major arterial highway between Antonio Parkway and Foothill Transportation Corridor (FTC) with future extension to Ortega Highway. This project included 33,511 tons of asphalt and 2 new signalized intersections and required coordination with the project also included a large storm drain system to handle the surface water runoff from the planning area.

**Los Patrones Parkway/Chiquita Canyon Drive Overcrossing** is a 5.5 mile stretch of future 70 mph Orange County Express way. It is the continuation of State Route 241 Toll. Beginning at Oso Parkway in Rancho Santa Margarita it extends south through undeveloped land to connect to the Rancho Mission Viejo community at Cow Camp Road. Currently the project is under grading and storm drain improvements requiring roughly 4 million cubic yards of mass excavation, deep soil mixing, 2 wildlife crossing tunnel structures, nine 60" headwall and transition structures, two 72" headwall and transition structures, and many more ranging from 18" to 48". The roadway, sewer & water, and dry utility improvements began in early 2018. The project also includes Chiquita Canyon Bridge.



**Oso Parkway Interchange Phase A** is a project to prepare Oso Parkway and connections pertaining to the future Los Patrones Parkway. This includes grading the Los Patrones Parkway on and off ramps, replacing the signalized intersection to accommodate the future 4 way stop configuration, extending SDG&E along the ramps, and installing street lighting. There is also a 3,500 SF of 1.30' Full Depth AC over Subgrade, 200 LF of curb & gutter, and signage and striping to accommodate the new intersection configuration.

**Ortega Highway (SR-74) Transition Lane Widening** is to elevate commuter traffic on the Ortega Highway in the County of Orange. Located just east of Antonio Parkway this consists of extending the right transition/merge lane for 800 LF. This project requires coordination with Caltrans & Orange County Public Works. It also includes 240 tons of 1.20'HMA paving with 0.2'RHMA Finish course, curb, and gutter relocation, signing striping and extensive traffic control.



**Cow Camp Road Phase 2 / Gobernadora Canyon Bridge** extends 1,340 feet in length over the Gobernadora Creek and is 79 feet wide. The bridge crossing was widened by 26 feet to 106 feet during a later phase. When completed, the bridge will have 2 lanes of traffic and 1 bike lane in each direction, a painted median, ornamental street lighting, steel ornamental bridge barrier railing, and sidewalks.

**Dates:** 08/2013 – Ongoing

**Project Cost:** \$120 Million

#### Relevance to RFP

- Construction Management
- Land Development
- Roadway Construction
- Bridge Construction
- Retaining Walls
- Drainage System
- Water System
- Material Testing
- Construction Surveying
- Agency Coordination
- Electrical Systems
- Utility Coordination
- Scheduling
- Environmentally Sensitive Area

#### Key Personnel

Ivan Benavidez, PE  
Victor Valdovinos, PE  
Tyrone Taylor, PE  
Jessica Byrd  
Arezo Ghiam, PE  
Shayna Larson, PE  
Talal Trabolsi, PE

#### Reference

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## **ON-CALL CONSTRUCTION MANAGEMENT, INSPECTION SERVICES & MATERIALS TESTING SERVICES, ORANGE COUNTY PUBLIC WORKS, FLOOD CONTROL DISTRICT, ORANGE, CALIFORNIA**

Fountainhead was awarded a contract for contract administration and inspection services for various flood control projects. Projects include but is not limited to:

**Barranca Channel Restoration Project (EF16403)** – The work consists of regrading approximately 6,800 linear feet of channel invert and side slopes with earthen material to match as-built plans due to erosion and aggradation of the invert. Restore displaced in-kind riprap. No additional rock or rip rap shall be installed on earthen substrate. The project is located between Jamboree Road and Barranca Parkway. The project is funded by the Orange County Flood Control District (OCFCD) using the Flood: 400 funds.

**Carbon Creek Diversion Channel (Facility E02) Rehabilitation Project** – The objective of the maintenance work to be performed in the E02 facility is to repair facility deficiencies and address issues raised by the U.S. Army Corps of Engineers (USACE) PL 84-99 report. The work anticipated includes Miscellaneous concrete / brick construction, sediment removal, repair of Riprap, backfill / repair of washout, vegetation / trash removal, and earthen slope repair. The project facility is located in Anaheim, California.

**Santa Ana-Santa Fe Channel (Facility F10) Rehabilitation Project** – The work is being done do to multiple cracks and spalling throughout F10 Channel from F06 confluence at Jamboree Road to Grand Avenue. The project include installing and repairing ROW fence, Miscellaneous concrete / brick construction, repairing and removing Rip Rap, Back filling and repair of washout, and vegetation / trash removal.

**Fletcher Channel (Facility E10) Rehabilitation Project** – The project included installing riprap on both sides of the channel and invert at approximately Sta 27+50 to Sta 27+75 per OCPW Std Plan 1809 due to deficient channel slope protection adjacent to Fletcher Basin and removal of sediment. Project also included installing coconut blanket in lieu of jute mat, installing double J-Bars 5' O.C. each way, installing hog rings on chain link overlap, additional grading at east and west side of the channel, demo additional RCP and backfill void, demo additional CL fence mesh, demo concrete block, removal and replacing damaged PVC pipe, installing rumble plates at two stabilized entrance/exits, adding additional signs per site inspector, flagging and encroachment permits for trucking, adding additional riprap, and adding additional filter fabric. The project is located in Orange, California and all work was performed outside of bird nesting season from February 15 -August 15.

**Greenville-Banning Channel FEMA Repairs (Facility D03)** – The work consists of Earthen Slope Repair, grade services road repairs, installing and repairing rip rap, back filling and repair of washout, and concrete repair and patching. The channel damage listed above occurred during the January 2017 storms. The project is located north of the 405 Freeway between Fairview Street and Harbor Boulevard. Project also included removal and replacing 5,500 of post and wire slope revetment for slope repair. At Centennial Road 5 tons of rip rap was installed at end of concrete transition to channel.

### **Los Alamitos Channel (Facility C01) Repair Eroded Side Slope/Longitudinal Cracking Along the Right Levee**

The work consists of excavating and removing unsuitable material from the side slope and maintenance road. Installing geosynthetic reinforcement, backfill and compact in layers with suitable material. Due to the January 2017 storms the project also included constructing overside drains and finish grade of the existing maintenance road. Do to multiple cracks and spalling throughout F10 Channel from F06 confluence at Jamboree Road to Grand Avenue. The project included clearing and grubbing, excavation, backfill, aggregate base, geosynthetic reinforcement, and drainages. The total length of repair is approximately 2,700 lineal feet and is located upstream of Westminster Boulevard in Seal Beach, California.

**Dates:** 12/2017 – Ongoing

**Project Cost:** Various

**Firm's Fees:** \$2.5 Million

#### **Relevance to RFP**

- Construction Management
- Constructability Reviews
- Retaining Walls
- Roadway Paving
- Drainage System
- Water System Installations
- Utility Coordination
- Deep Excavation
- Temporary Shoring
- Document Controls
- Office Engineering
- Inspection & SWPPP
- Cost Control / Scheduling

#### **Key Personnel**

Ivan Benavidez, PE  
Victor Valdovinos, PE  
Javid Sharifi, PE  
Cary Brobeck  
Salvador Valdovinos

#### **Reference**

Javier Soto  
**Orange County Public Works**  
1152 East Fruit St.  
Santa Ana, CA 92701  
949.322.6854  
[javier.soto@ocpw.ocgov.com](mailto:javier.soto@ocpw.ocgov.com)





**CITY OF RIALTO**  
On-Call Construction Management, Inspection  
and Materials Testing Services  
RFP No. 22-048

## **ON-CALL CONSTRUCTION ENGINEERING, CONSTRUCTION MANAGMENT AND CONSTRUCTITON INSPECTION SERVICES, CALTRANS DISTRICT 7 (07A4906, 07A3731, 07A3910), LOS ANGELES & VENTURA COUNTIES, CA**

Fountainhead's staff Ivan Benavidez, PE, Victor Valdovinos, PE, and Tyrone Taylor, PE have worked on various projects over the past 20 years. Projects including State Routes 1, 10, 27, 39, 57, 60, 71, 90, 101, 110, 210, 405, 605 and 710 in Los Angeles and Ventura County Areas. Projects include, but are not limited to:

**I-405 / SR-105 Interchange Pavement Rehabilitation** – EA 07-300603 (\$12 Million)

**I-5 North Pavement Rehabilitation** – EA 07-295603 (\$22 Million)

**Schuler Heim Bridge Reconstruction project in the Port of Los Angeles** – EA 07-295603 (\$183 Million)

**I-10 HOV Lane Construction** (\$193 Million)

**SR-101 Widening and Universal Studios Blvd. Interchange** – EA 07-299204 (\$11 Million)

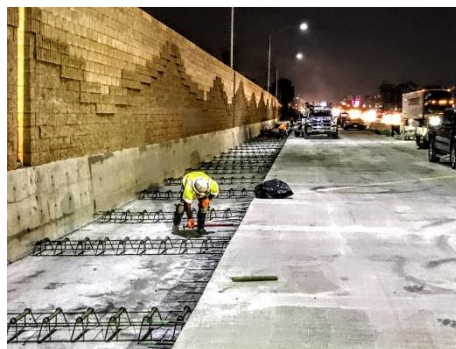
**Empire Project in Burbank (Segment 3)** – EA 1218W4 (\$355 Million)

**I-5 HOV Lanes in Valencia** – EA 252624 (\$160 Million)

**HOV Lanes from SR 134 to Magnolia (Segment 4)** – EA 121844 (\$75 Million)

Responsibilities included providing inspection services consisting of electrical inspection, roadway construction inspection, material testing, traffic control, SWPPP compliance, and office engineering. All services are provided in conformance with the Caltrans Construction manual for preparing and processing project documentation and in accordance with Caltrans WBS work codes. This includes preparing quantity sheets, progress estimates, change orders, daily diaries, enforcing SWPPP requirements, preparing weekly statement of working days, taking photographs, preparing correspondence, reviewing and inspecting traffic control systems for lane closures, conducting labor compliance interviews, etc.

We also provide construction engineering support when performing constructability reviews of the team's construction timeline/CPM schedules and provide feedback as to the feasibility and constructability of the proposed schedule. During construction we review project baselines schedules, monthly progress schedule updates, prepare time impacts analysis to the project schedule, and provide recommendations to the Resident Engineer to mitigate delays.



**Dates:** 06/2015 – Ongoing

**Project Cost:** Various

### **Relevance to RFP**

- Construction Management
- Constructability Reviews
- Bid Documents
- Roadway Widening
- Materials Testing
- Retaining Walls
- Bridge Widening
- Roadway Paving
- Drainage System
- Water System Installations
- Utility Coordination
- Deep Foundations
- Utility Coordination
- Document Controls
- Office Engineering
- Inspection & SWPPP
- Cost Control / Scheduling

### **Key Personnel**

Ivan Benavidez, PE  
Victor Valdovinos, PE  
Tyrone Taylor, PE

### **Reference**

Theresa Cong  
Contract Manager  
**Caltrans District 7**  
100 Spring Street  
Los Angeles, CA 92415  
213.897.3409  
[theresa.cong@dot.ca.gov](mailto:theresa.cong@dot.ca.gov)





**CITY OF RIALTO**  
On-Call Construction Management, Inspection  
and Materials Testing Services  
RFP No. 22-048

## **ON-CALL ELECTRICAL ENGINEERING CONSTRUCTION INSPECTION SERVICES, CALTRANS DISTRICT 7 (07A4568), LOS ANGELES & VENTURA COUNTIES, CA**

Fountainhead, as prime consultant, is to provide professional and technical services for electrical engineering construction inspection Services, on an "as-needed" basis to support Caltrans District 7 during the construction phase in the of proposed Caltrans transportation facilities throughout Los Angeles and Ventura Counties. Services include, but not limited to performing electrical engineering construction inspection, quantity calculations, checking grade and alignment, labor compliance interviews, ensuring safety compliance, and assuring compliance with project plans and specifications; identifying actual and potential problems associated with the construction project work and recommending sound engineering solutions in a timely manner; and maintaining an awareness of safety and health requirements and assuring compliance with applicable regulations and construction contract provisions for the protection of the public and construction project personnel. In addition, we prepare calculations, records, reports, and correspondence related to construction project activities; assist in the preparation of final As-Built plans and reports at the completion of construction; and perform the electrical construction engineering inspection and compliance monitoring of projects.



**Dates:** 11/2018 – Ongoing

**Project Cost:** Various

### **Relevance to RFP**

- Construction Management
- Electrical Inspection
- Roadway Paving
- Drainage System
- Water System Installations
- Utility Coordination
- Utility Coordination
- FHWA Guidelines
- Local Agency Standards
- Materials Quality Assurance

### **Key Personnel**

Ivan Benavidez, PE  
Jaswinder Sandhu, PE  
Gabriel Flores  
Jesus Marez  
Mario Garcia

### **Reference**

Theresa Cong  
Contract Manager  
**Caltrans District 7**  
100 Spring Street  
Los Angeles, CA 92415  
213.897.3409  
[theresa.cong@dot.ca.gov](mailto:theresa.cong@dot.ca.gov)







## ON-CALL SERVICES, SANTA MARGARITA WATER DISTRICT, ORANGE COUNTY, CALIFORNIA

Fountainhead is providing construction inspection and testing services for various projects for Santa Margarita Water District, including but not limited to:

**Cow Camp Road 2B SMWD Pipe Bridge to PA 3 Lift Station (\$2 Million)** is a component of the Phase 2B Street Improvements on Cow Camp Road is the SMWD Pipe Bridge connecting to the Rienda Lift Station. The Pipe Bridge is composed of a Zone I Domestic Water Line of 650 HGL, Zone A Recycled Water Line of 626 HGL, and a Sewer Line. The Zone I Domestic Water Line is comprised of 271 linear feet of 4" CML&C Welded Steel Pipe (Class 150) and Fittings with Welded Joints, 56 linear feet of 16" Weathering Steel Casing, and 22 linear feet of Encased Pipe in 2 Sack Sand Cement Slurry Mix. It also contains one 4" Gate Valve with Valve Box, one 2" Combination Air Release and Vacuum Valve Assembly, one 4" Double Ball Flexile Expansion Joint, one 4" CML&C Dished Head End Plug & 2" Tapped DIP End Cap and Temporary Blowoff, and finally four Pipe Slope Anchors.



### **Rienda Zone I & Zone A Interim Water Tanks and Pipeline Facilities (\$7.5 Million)**

Currently under construction is the Rienda Zone 1 & Zone A Interim Water Tanks and Pipeline Facilities for the Santa Margarita Water District (SMWD). The project scope contains a 24" Potable Water Transmission Main, Chemical Feed System and Reservoir Mixers, Recycled Water Pipeline, Drainage Improvements, as well as Potable Water Reservoirs and Tank Site Piping. The 24" Potable Water Transmission

Main has 3,663 linear feet of 24" PVC C900 Pipe, three 24" butterfly valves & valve boxes, three Fire Hydrant Assemblies, three 4" Air/Vac Assembly and Enclosures, and seven Tracer Wire Access Stations. Additionally, there are 27 DI Push-On Elbow and Thrust Blocks, two DI Push-On Elbow and Vertical Bend Anchors, one Water Quality Sampling Station, and finally one 1-1/2" Water Service.

**Cow Camp Road Domestic Water Line (Zone I) of 650 HGL, a Domestic Water Line (Zone II) of 830 HGL, a Recycled Water Line of 626 HGL** is to accommodations for future sewers. The Zone I Domestic Water Line is constructed of 5,092 linear feet of 24" CML&C WSP (Class 150). The Zone II Domestic Water Line is comprised of 4,848 linear feet of 24" CML&C WSP (Class 250). All pipe is connected using Fittings with Welded Joints. Combined for both Domestic Water Lines, there are eighteen 24" Butterfly Valves with Valve Box and Flange Valve Can with DW Lid and Valve Bond, 7 Temporary Dished Head Plug and 4" Blow Off, as well as 7 Electrolysis Test Stations. Each Domestic Water Line has its own Cathodic Protection Rectifier, 10 combined 4" Combination Air Release and Vacuum Valve Assemblies, and 8" Nozzle with Blind Flange. Finally, the Domestic Water Lines share an Interim Pressure Reducing Station. Moving onto the Recycled Water Line. This system has 1 Cathodic Protection Rectifier Location with a Retaining Wall, 5 Electrolysis Test Stations, and 8 Blow Offs.

**Dates:** 12/2020 – 11/2021

**Project Cost:** Various

**Relevance to RFP**

- Construction Management
- Construction Inspection
- Materials Testing
- Contract Administration
- Office Engineering

### **Key Personnel**

Jessica Harvey, PE  
Shayna Larson, PE

### **Reference**

Scott Leetzow  
Construction Manager  
**Rancho Mission Viejo**  
28811 Ortega Highway  
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[sleetzow@ranchomv.com](mailto:sleetzow@ranchomv.com)





## **FIRE STATION 67. RANCHO MISSION VIEJO DEVELOPMENT, RACNHO MISSION VIEJO, CALIFORNIA**

The Interim Fire Station is located at the Southwest corner of Cow Camp Road and Legado Road in the third planning area of Rancho Mission Viejo. The fire station that is set to start construction late April 2022 will service the first 3,000 new homes in planning area 3. The station is anticipated to be utilized by Orange County Fire Authority (OCFA) until the permanent facility is constructed in future planning areas.

The project requires connections of dry and wet utility improvements to be complete early. The dry utility work consists of 4,000 LF of conduit, 500 LF of casings, and 7 structures for SDG&E, COX, AT&T, Competitive Access, and the Gas Company. Santa Margarita Water District (SMWD) improvements require the installation of 24" CML&C domestic waterlines with PVC laterals, Fire Hydrants, TWAS Stations, water services, and sewer connections with a 48" manhole.

On site improvements will include grading, erosion control measures, curb & gutter, parking lot and street paving, signing, striping, landscaping, and outside lighting. The fire station will require traffic signal modifications to the County of Orange owned signal to provide control to the signal from inside of the fire station. The building is constructed and inspected by OCFA off site using Xtreme Cubes and shipped to the job site where it will be connected to footings constructed and inspected on site. The structure is 4,600 SF and includes 6 dorm rooms, 4 bathrooms, offices, utility rooms, a fitness room, kitchen, dayroom, and a 2,120 SF apparatus bay to park 3 firetrucks. Once the building is in place it will be furnished, wired, hooked up to utilities, and turned over to OCFA.



**Dates:** 02/2022 - Ongoing

**Project Cost:** \$3 Million

### **Relevance to RFP**

- Construction Management
- Construction Inspection
- Community Development
- Facilities
- Contract Administration
- Office Engineering

### **Key Personnel**

Jessica Harvey, PE  
Shayna Larson, PE

### **Reference**

Scott Leetzow  
Construction Manager  
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951.712.6591  
[sleetzow@ranchomv.com](mailto:sleetzow@ranchomv.com)

## **LIST OF MUNICIPAL AGENCIES CONTRACTS**

Below is a list of municipal agencies that Fountainhead has been awarded contracts to provide on-call construction management, inspection and materials testing services:

<b>AGENCY</b>	<b>SERVICES STATE / END DATES</b>	<b>TERM OF CONTRACT</b>
<b>Rancho Mission Viejo Development</b>	08/2013 – Ongoing	10-years contract
<b>Caltrans District 12</b>	Contract No. 12A1589 – 07/2015 – 06/2018 Contract No. 12A1736 – 06/2018 – 06/2021 Contract No. 12A1887 – 06/2021 – Ongoing	3-year contracts each (3contracts)
<b>Caltrans District 7</b>	Contract No. 07A4568 – 11/2018 – Ongoing	3.5-year contracts
<b>Caltrans District 7</b>	Contract No. 07A3731 – 06/2015 – 07/2018 Contract No. 07A4906 – 06/2020 – Ongoing	3-year contracts each (2 contracts)
<b>Orange County Public Works</b>	12/2017 – Ongoing	5-year contract
<b>City of Irvine</b>	07/2014 – 06/2016 & 07/2016 – 06/2018	2-year contract (2 contracts)
<b>City of Anaheim</b>	06/2015 – 05/2021	2-years contract with two additional 2-year terms
<b>San Diego City, County, Port</b>	07/2015 – Ongoing	2-year contracts each (3 contracts)
<b>San Bernardino County Public Work</b>	05/2017 – Ongoing	5-year contract





## FOUNTAINHEAD IS THE RIGHT CHOICE FOR THE CITY OF RIALTO

- The City of Rialto will directly benefit from the personal attention and experience of the Fountainhead team members.
- Fountainhead brings to the City of Rialto a highly experienced team that has managed several different types of public works improvements and reconstruction projects with Local, State, and Federal Funding sources.
- Fountainhead brings seasoned professional with extensive experience providing constructability review, construction engineering, monitoring service, and construction documentation.
- Fountainhead has established its administrative and accounting systems to satisfy all City, State and Federal Requirements.
- The Fountainhead Team is committed to managing this project with maximum efficiency and professional integrity.
- The Fountainhead Team commits to making improvements safely for the traveling public, businesses, residents, pedestrian, bicyclists, and the work crew throughout the construction duration.
- The project team is experienced with the contract requirements for traffic control, City practices for maintaining traffic, setting up closures, and detours. Before construction, the Contractor's traffic control plan submittal will be thoroughly reviewed for compliance with the contract documents and maintenance of bicycle and pedestrian pathways. Upon implementation, the system will be assessed for safety, bottlenecks, and overall effectiveness on a daily and as-needed basis.
- High-quality, cost effective and efficient management services.
- Proven expertise with public works construction projects.
- Responsiveness and flexibility to augment the City's needs.

Fountainhead's team of Civil Engineers have worked with FEMA, FHWA, various cities, counties and flood control districts and managed projects within Caltrans Right-of-Way and within Cities' and Counties' Right-of-Way in compliance with respect to encroachment permit requirements. We have been an integral part of our clients' staff, looking after and defending our clients' interests throughout the project lifetime while still partnering with the contractor to deliver a successful project. **The results have been a great success; numerous projects have been recognized with project achievement awards from APWA, ASCE, WWCC, and CMAA.** The Mountain View Avenue Bridge reconstruction project finished with "zero" change orders, the Cow Camp Road project was completed on time and under 2% change orders. Alabama and Orange Street Bridge Replacement Project were recognized by **"CMAA in 2007 as Best Infrastructure Project of the Year in the United States under \$10M"**.



## **EXHIBIT B**

### **FEDERAL CONTRACT TERMS, CONDITIONS, AND REGULATIONS**

As used in this Exhibit B, this Agreement may be referred to as the “contract,” and Consultant may be referred to as “contractor.” In performing its Work under the Contract, Contractor must conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, which will have full force and effect as though printed in full in the Contract. In addition to the terms, conditions, performance obligations, and other requirements set forth in the Contract, Contractor must comply with the following federal contract terms, conditions, and regulations, which are incorporated by reference in the Contract:

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR 60–1.4(b) provides:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction Work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non– Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard Work week of 40 hours. Work in excess of the standard Work week is permissible provided that the Worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours Worked in excess of 40 hours in the Work week. The requirements of 40 U.S.C. 3704 are applicable to construction Work and provide that no laborer or mechanic must be required to Work in surroundings or under Working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research Work under that “funding agreement,” the



recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. **Byrd Anti–Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.
8. **2 CFR § 200.322 Procurement of Recovered Materials.** A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**9. Certification for Contracts, Grants, Loans, and Cooperative Agreements.** The parties to this Contract agree to comply with the provisions of 43 CFR 18, New Restrictions on Lobbying, including the following certification requirements:

In accordance with 43 C.F.R. § Part. 18, Appendix A, each of the parties to this Contract certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the parties, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the parties must complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The parties must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**10. Executive Order 13513 of October 1, 2009, Federal Leadership On Reducing Text Messaging While Driving.** Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, must encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any Work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors,

and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

- 11. Drug-Free Workplace (2 CFR §182 and §1401).** The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, the Contractor agrees to comply with 2 CFR 182.
- 12. Copeland Anti-Kickback Act (18 U.S.C. 874).** Contractor agrees to comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR part 5).

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

# ***FEE SCHEDULE***



## **On-Call Construction Management, Inspection and Material Testing Services**

**RFP No. 22-048** **March 17, 2022**

Submitted by





Fee Schedule  
City of Rialto  
On-Call Construction Management, Inspection &  
Materials Testing Services (RFP No. 22-048)

SCHEDULE OF COMPENSATION/ FEES

PRIME CONSULTANT FIRM: Fountainhead Consulting Corporation



Personnel Name (If available)	Classification/ Position/ Title in Company	License(s) Held (If available)	Hourly Rate
Ivan Benavdiez, PE, QSD/P	Project / Construction Manager	PE	\$ 195.00
TBD	Construction Manager / Resident Engineer	PE	\$ 175.00
TBD	Construction Inspectors		\$ 160.00
TBD	Traffic Signal / Electrical Inspector		\$ 160.00
TBD	Landscape Inspector		\$ 160.00
TBD	Administrative Support		\$ 118.00

Direct Costs/ Reimbursables Rates
N/A

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 195
Senior Engineer/Geologist/Environmental Scientist .....	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 185
Project Engineer/Geologist/Environmental Scientist .....	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 150
Staff Engineer/Geologist/Environmental Scientist .....	\$ 145
GIS Analyst .....	\$ 125
Technical Illustrator/CAD Operator .....	\$ 103

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 185
Field Operations Manager .....	\$ 125
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 119
Supervisory Technician .....	\$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing) .....	\$ 109
Senior Technician .....	\$ 108
Technician .....	\$ 103

#### Administrative Staff

Information Specialist .....	\$ 85
Geotechnical/Environmental/Laboratory Assistant .....	\$ 80
Data Processor .....	\$ 75

### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 15/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunit/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.