



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Arthur Aladjadjian, Public Works Superintendent

Reviewed by: Rob Duboux, Public Works Director/City Engineer

Approved by: Steve McClary, Interim City Manager

Date prepared: February 23, 2022 Meeting date: March 14, 2022

Subject: Construction Management Services for the Pacific Coast Highway Median Improvement Project and Pacific Coast Highway Signal Synchronization Project

RECOMMENDED ACTION: Authorize the Mayor to execute Professional Services Agreement with NV5, Inc. in the amount of \$1,072,404.14 to perform construction management services for the Pacific Coast Highway (PCH) Median Improvement Project and PCH Signal Synchronization Project.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement was included in the Adopted Budget for Fiscal Year 2021-2022 in Account Nos. 310-9059-5100-00 (PCH Median Improvements Project) and 310-9066-5100-00 (PCH Signal Synchronization Project).

WORK PLAN: This item was included in items 8u and 8l in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: On August 17, 2021, the City issued a Request for Proposals (RFP) for construction management services for the PCH Median Improvement Project and PCH Signal Synchronization Project.

The PCH Median Improvements project includes the replacement of the existing raised median on PCH from Webb Way to Puerco Canyon Road. The new median will be stamped concrete matching the section that Caltrans has recently completed on PCH from Puerco Canyon Road to Corral Canyon Road. The project was identified in the 2015 PCH Safety Study as a recommended project to improve safety on PCH.

The PCH Signal Synchronization Project is a transportation project that was identified in the 2015 PCH Safety Study. The objective of the project is to enhance and improve traffic signals throughout the Malibu PCH corridor, which will reduce overall traffic congestion, improve traffic flow, improve safety for all modes of travel, and ultimately make it a “Smart Corridor” with cutting edge technology. The proposed traffic signal improvements will include a variety of sensors that detect the amount of traffic and adjust the traffic signal timing accordingly. The project limits are along PCH/State Route 1 from the intersection of Topanga Canyon Road to the intersection of John Tyler Drive, approximately eight miles.

On October 1, 2021, the City received four proposals from consultants Cannon Corporation, Filippin Engineering, Inc., S2 Engineering, Inc., and NV5, Inc to perform construction management services on the above-mentioned projects. Having one construction manager for both projects will provide consistency and efficiency during the construction phases. On October 21, 2021, interviews of each firm were conducted and NV5, Inc., (NV5) received the highest ranking. NV5 has successfully provided engineering and consulting services to public and private sector agencies on several comparable projects.

Staff recommends authorizing the Mayor to execute a professional services agreement with NV5 for construction management services for the PCH Median Improvement Project and PCH Signal Synchronization Project.

ATTACHMENTS:

1. Professional Services Agreement – NV5, Inc.
2. Location Map

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of March 14, 2022 by and between the City of Malibu (hereinafter referred to as the "City"), and NV5, Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating construction management services for the Pacific Coast Highway Median Improvements and Pacific Coast Highway Signal Synchronization Projects.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on March 14, 2022, and will remain in effect for a period of 3 years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit "A" Scope of Work and Exhibit "B" compensation schedule. The cost of services shall not exceed \$1,072,404.14. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims

determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary Interim City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 224 FAX (310) 456-2760	CONSULTANT:	Jeffrey M Cooper Vice President NV5, Inc. 1868 Palma Drive, Ste. A Ventura CA 93003 TEL (805) 300-5909
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply

with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials JC

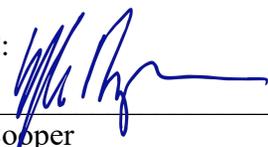
This Agreement is executed on _____, 2022, at Malibu, California, and effective as of March 14, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT: 

By: Jeffrey Cooper
Vice President, NV5, Inc.

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

JOHN COTTI, Interim City Attorney

EXHIBIT A

SCOPE OF WORK

The CM consultant for the Pacific Coast Highway (PCH) Raised Median Project and PCH Signal Synchronization Project shall provide construction management services and other engineering services during construction as generally described in this section, and in accordance with Caltrans project requirements. Overall, the CM consultant shall be responsible for comprehensive construction management services including contract administration, submittal review, resident project representative, perform and coordinate inspections and testing, value engineering, progress payment requests, and project close-out and other engineering services during construction as described below for each project.

Task No. 1 - Construction management: Provide full-service construction management services for the projects. The following summary of responsibilities includes scope of work items and tasks that are planned for the CM consultant and will be developed in more detail in the final agreement, based on details proposed by the CM consultant.

- A. Administration of the Construction Contract, acting as the City's representative in dealing with the contractor, to ensure the completion of the work in accordance with the Construction Contracts and in compliance with Caltrans requirements.
- B. Services of Resident Project Representative to be on-site for the daily observation of the contractor's work to ensure that the work is proceeding in accordance with the Contract Documents and for coordination of construction management, testing, and inspection activities. Detailed daily reports of all of the contractors' activities shall be prepared in sufficient detail to document actual production rates and estimate construction costs, including photo and video recording of progress.
- C. Services of qualified inspectors and testing technicians to perform all inspections, tests, and approvals required at the site and at the place of manufacture or fabrication. Written testing and inspection reports, certifications, or approvals shall be maintained and submitted.
- D. Reviewing and determining the acceptability of project schedules required to be submitted by the contractors, including progress schedule, submittal schedule, and schedule of values, equipment and material procurement schedule and delivery, project safety plan, hazardous materials handling plan, trench safety and shoring plan, and traffic control plan. Using the approved contractor construction schedules and schedule of values, develop cash flow projections for the projects.
- E. Establish construction baselines and benchmarks, **not** including construction staking, necessary for the contractor to complete the work to the lines and grades shown in the drawings.

- F. Recommend and prepare change orders for contractors or City initiated changes or extra work. The recommendation shall include the CM consultant's own independent cost estimate and change order justification. As appropriate, request the design consultant to review the proposed changes.
- G. Coordinate, schedule, and chair regular progress meetings (and other meetings as needed or directed by the City) with the contractors, Caltrans staff as needed and City project management team regarding construction issues, schedules, progress, and performance.
- H. Develop and implement a project specific safety plan (for each project) for all non-contractor personnel who visit the construction site. Anticipated personnel include the CM consultant and sub-consultants, City staff and consultants, Caltrans staff, funding agency staff, environmental monitors, elected officials, and other City staff.
- I. CM shall prepare and submit quarterly progress reports for each project for City's review and approval. The progress report information will be submitted to Metro for funding requirements. As a reference, City can provide a sample template and format of the quarterly progress report.
- J. Documentation of compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits.
- K. On-site staff shall participate in environmental and safety education trainings required for the projects.
- L. Maintain a hard copy file of the construction drawings at the CM consultant's local office that is regularly updated with mark-ups of all field changes and as-built conditions for the purpose of reviewing a final set of Record Drawings. Maintain a conformed copy of the construction contracts and specifications at the CM consultant's local office that is regularly updated with all approved modifications and changes, including updated project construction schedules.
- M. Establish, utilize and maintain a project file database system for use by the City, designer, CM consultant and sub-consultant, and prime and sub-contractors. The file database shall contain all documents relative to the construction phase including drawings, specifications, amendments, daily reports, construction photo and video documentation of project sites prior to, during and post construction, requests for information, change orders, submittals, shop drawings, correspondence, permits, emergency contact information for the contractors and project involved agencies, including other contract information.
- N. Establish, utilize and maintain a certified payroll file system for use by the City, designer, CM consultant and sub-consultant, and prime and sub-contractors. The file database shall contain all documents relative to certified payroll, such as to receive and log copies, conduct periodic interviews of labor in the field, and monitor the

changing labor compliance regulations. Jobsite postings of wage-rate information and required labor compliance will be verified. In addition to the following services:

- I. Monitoring and enforcing the proper reporting of prevailing wages, fringe benefits, and apprenticeship utilization if required
 - II. Notifying the Construction Manager to withhold of contract payments as necessary for underpayment and violations, and imposing of penalties for non-compliance
 - III. Recommendations, collection, and distribution of wage restrictions
 - IV. Provide closeout certification accepting final labor compliance documentation services
- O. Coordinate and document requests for clarifications/information issued by contractors and the responses. The CM consultant is expected to handle most such requests in the field, passing only specialized requests to the City or design consultant for response.
- P. Receive, document, coordinate, review, and process submittals and shop drawings issued by contractors and the responses. The CM consultant shall prepare written review comments/responses for each submittal and shop drawing and interpret the contract drawings and specifications in reviewing the documents so that the design intent of the project is implemented. It is expected the CM consultant will handle and process such documents in the field, passing only the specialized ones (as determined by the City) to the City or design consultant for response.
- Q. Coordinate and lead project close-out negotiations with the contractor and provide written verification that all payments, lien releases, and final change orders have been completed and documented.
- R. Make presentations to City Council, Commissions, Agencies, and/or interest groups and constituents, as directed by City Staff.
- S. Submit monthly invoicing for each project separately including names and title, hours and rates, identifying the tasks billed on each invoice, invoicing amount to-date including remaining balance, and supporting documentation for sub-consultant work.

Task No. 2 - Startup and Commissioning: Provide contract administration services, on-site observations, and coordination during the start-up and commissioning period during which the contractors will connect and bring online the new fiber optics, CCTV's, traffic system control systems, PCH facilities and equipment, tested and integrated with Malibu City Hall, and Caltrans District 7, Transportation Management Centers. Coordinate and implement procedures for start-up, testing, commissioning, integration and acceptance of the completed work for both individual components and as a complete system.

Task No. 3 - Post-Construction Services: Prepare and submit a final Construction Summary Report. The report shall be a well-organized record of the completed infrastructure and include the Record Drawings prepared by the contractor, operations manuals furnished by the contractor, and any third party agreements related to the

equipment and its construction, all warranty documentations as required, integration and operations. Visit the project, with the City and designer, to observe any apparent defects that may be discovered at the end of the warranty period and make recommendations regarding any replacements or corrections required.

Task No. 4 - Quality Management Plan (QMP): The Construction Manager shall prepare Construction Quality Management Plan (QMP) for the PCH Raised Median Project and PCH Signal Synchronization Project to be submitting for review and approval by Caltrans. The approved QMP's shall be kept current for each project.

EXHIBIT B

Fee Proposal



Task	Amount
1 – Construction Management	\$ 922,832.84
2 – Startup and Commissioning	\$ 112,091.30
3 – Post-Construction Services	\$ 22,280.00
4 – QMP	\$ 15,200.00
Total	\$ 1,072,404.14

EXHIBIT B



FEE PROPOSAL
CITY OF MALIBU
CONSTRUCTION MANAGEMENT SERVICES
PACIFIC COAST HIGHWAY SIGNAL SYSTEM AND MEDIAN IMPROVEMENT PROJECTS

TASK NO.	CONSTRUCTION PHASE SERVICES	Michael Dipsia		Rosa Martinez		Rich Feldman		Ken Shaner Sub (MNS)		Mario Garcia Sub (Fountainhead)		NV5 Materials Testing	NV5 Environmental Stewards	Sub ZTC Source Inspection	Sub Pacific Resources Labor Compliance	TOTAL FEE
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$					
0.0	Pre-construction Management (Two Projects) Month zero (Assume signed consultant contract Mar 1, 2022). Help with constructability review, and prep-bid package, attend pre-construction meeting QMP preparation (this period covers Mar 2022 and April 2022)	120	\$ 22,800.00	40	\$ 3,600.00	20	\$ 2,900.00	16	\$ 2,320.00	16	\$ 2,320.00	\$ 1,700.00	\$ 1,440.00	\$ 5,100.48		\$ 42,180.48
0.1	Contractor's submittals	40	\$ 7,600.00	40	\$ 3,600.00	24	\$ 3,480.00		\$ -	8	\$ 1,160.00	\$ 1,700.00	\$ 1,440.00	\$ 8,500.80		\$ 27,480.80
1.0	Projects Construction Management (two projects) 1st Month "Assume start -- begin construction May 2022, both projects"	168	\$ 31,920.00	168	\$ 15,120.00	16	\$ 2,320.00	168	\$ 24,360.00	16	\$ 2,320.00	\$ 11,238.00	\$ 540.00		\$ 1,662.23	\$ 89,480.23
2.0	Projects Construction Management (two projects) 2nd Month equates to June 2022, ... etc month after month	168	\$ 31,920.00	168	\$ 15,120.00	16	\$ 2,320.00	168	\$ 24,360.00	40	\$ 5,800.00	\$ 11,238.00	\$ 540.00	\$ 6,086.55	\$ 1,662.23	\$ 99,046.78
3.0	Projects Construction Management (two projects) 3rd Month	128	\$ 24,320.00	96	\$ 8,640.00	16	\$ 2,320.00	168	\$ 24,360.00	40	\$ 5,800.00	\$ 11,238.00	\$ 540.00	\$ 6,086.55	\$ 1,662.23	\$ 84,966.78
4.0	Projects Construction Management (two projects) 4th Month	128	\$ 24,320.00	96	\$ 8,640.00	16	\$ 2,320.00	168	\$ 24,360.00	40	\$ 5,800.00	\$ 11,238.00	\$ 540.00	\$ 6,086.55	\$ 1,662.23	\$ 84,966.78
5.0	Projects Construction Management (two projects) 5th Month	128	\$ 24,320.00	96	\$ 8,640.00	16	\$ 2,320.00	168	\$ 24,360.00	40	\$ 5,800.00	\$ 11,238.00	\$ 540.00	\$ 6,086.55	\$ 1,662.23	\$ 84,966.78
6.0	Projects Construction Management (two projects) 6th Month Oct 2022	128	\$ 24,320.00	96	\$ 8,640.00	16	\$ 2,320.00	168	\$ 24,360.00	40	\$ 5,800.00	\$ 36,095.00	\$ 540.00	\$ 6,086.55	\$ 1,662.23	\$ 109,823.78
7.0	Projects Construction Management (two projects). Close out (End of construction) Raised Median Island Project 7th Month Estimated end of construction Nov 2022	128	\$ 24,320.00	96	\$ 8,640.00	16	\$ 2,320.00	80	\$ 11,600.00	96	\$ 13,920.00		\$ 540.00	\$ 6,086.55	\$ 1,662.23	\$ 69,088.78
8.0	Project Construction Management (one project) 8th Month ONLY signal System Improvement project moving forward Estimated Dec 2022. Only Signal System Project will remain active	96	\$ 18,240.00	80	\$ 7,200.00	12	\$ 1,740.00		\$ -	168	\$ 24,360.00		\$ 180.00	\$ 4,680.50	\$ 1,662.23	\$ 58,062.73
9.0	Project Construction Management (one project) 9th Month	80	\$ 15,200.00	60	\$ 5,400.00	12	\$ 1,740.00		\$ -	168	\$ 24,360.00		\$ 180.00		\$ 1,662.23	\$ 48,542.23
10.0	Project Construction Management (one project) 10th Month	80	\$ 15,200.00	40	\$ 3,600.00	12	\$ 1,740.00		\$ -	168	\$ 24,360.00		\$ 180.00		\$ 1,662.23	\$ 46,742.23
11.0	Project Construction Management (one project) 11th Month	80	\$ 15,200.00	40	\$ 3,600.00	12	\$ 1,740.00		\$ -	160	\$ 23,200.00		\$ 360.00		\$ 1,662.23	\$ 45,762.23
12.0	Project Construction Management (one project) 12th Month Estimated April 2023	80	\$ 15,200.00	40	\$ 3,600.00	12	\$ 1,740.00		\$ -	168	\$ 24,360.00		\$ 360.00		\$ 1,662.23	\$ 46,922.23
13.0	Project Construction Management (one project) 13th Month	80	\$ 15,200.00	60	\$ 5,400.00	12	\$ 1,740.00		\$ -	80	\$ 11,600.00		\$ 360.00		\$ 428.55	\$ 34,728.55
14.0	Project Construction Management (one project) 14th Month	40	\$ 7,600.00	32	\$ 2,880.00	4	\$ 580.00		\$ -	24	\$ 3,480.00		\$ 360.00		\$ 428.55	\$ 15,328.55
15.0	Project Construction Management (one project) 15th Month	40	\$ 7,600.00	32	\$ 2,880.00	4	\$ 580.00		\$ -	24	\$ 3,480.00		\$ 360.00		\$ 428.55	\$ 15,328.55
16.0	Project Construction Management (one project) 16th Month	40	\$ 7,600.00	32	\$ 2,880.00	4	\$ 580.00		\$ -	24	\$ 3,480.00		\$ 360.00		\$ 428.55	\$ 15,328.55
17.0	Project Construction Management (one project) 17th Month Estimated Sept. 2023	40	\$ 7,600.00	32	\$ 2,880.00	4	\$ 580.00		\$ -	24	\$ 3,480.00		\$ 360.00		\$ 428.55	\$ 15,328.55
18.0	Project Construction Management (one project) 18th Month Estimated Oct. 2023	40	\$ 7,600.00	40	\$ 3,600.00	4	\$ 580.00		\$ -	24	\$ 3,480.00		\$ 360.00		\$ 428.55	\$ 16,048.55
19.0	Project Construction Management (one project) 19th Month Estimated Nov 2023 Close out of Signal System Project	80	\$ 15,200.00	40	\$ 3,600.00		\$ -		\$ -	24	\$ 3,480.00					\$ 22,280.00
20.0	Project Construction Management (one project) 20th Month		\$ -		\$ -		\$ -		\$ -		\$ -					\$ -
	Subtotal	1912	\$363,280.00	1424	\$128,160.00	248	\$35,960.00	1104	\$160,080.00	1392	\$201,840.00	\$ 95,685.00	\$ 10,080.00	\$ 54,801.08	\$ 22,518.06	\$ 1,072,404.14

TOTAL FEE \$ 1,072,404.14

Notes

- Fee Proposal assumes that both Contractors starting in May 1, 2022; shop drawings to be approved within 30 days of begin construction; manufacture of Electrical Components to take 6 to 7 months
- Fee Proposal assumes installation of fiber optics work to be completed by month 7 (November 2022).
- Fee proposal assumes installation of Traffic signal poles and all electrical componenets to be completed by month 12 (estimated April 2023)
- Fee proposal assumes extended testing, start-up and commissioning period to begin in month 13 (estimated May 2023 and could extend up to six months (estimated Oct 2023)
- Fee proposal assumes contractors working day shift; 8 hours/day; 5 days (40 hours)/week
- Fee proposal assumes 6 months project duration for Raised Median Island and 18 months duration for Traffic Signal Project (360 working days)

