

**PUBLIC WORKS MEMORANDUM
#6-2023**

DATE: Feb. 13, 2023
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *Hmg*
FROM: Kent Kisselman, PE – Director of Public Works *KHK*
SUBJECT: CR-21 – 120th Avenue Construction Administration

PURPOSE

To consider CR-21, a resolution approving a professional services agreement with Felsburg Holt & Ullevig, Inc. (FHU) for 120th Avenue construction administration services.

BACKGROUND

In 2019, the Denver Regional Council of Governments awarded the City a Transportation Improvement Program (TIP) grant in the amount of \$8,746,250 for improvements to 120th Avenue between Washington Street and Claude Court. The TIP grant includes \$6,997,000 in Federal funds with a \$1,749,250 local match (80/20 split).

On June 24, 2019, Council entered into an agreement with Stanley Consultants to provide technical services in project management, management of engineering design, post design services, and intergovernmental coordination with the Colorado Department of Transportation (CDOT) and the Federal Highway Administration.

On March 9, 2020, Council entered into an agreement with FHU to provide technical services in design, bidding, and construction services related to project design.

On April 25, 2022, Council entered into an agreement with RockSol Consulting Group, Inc. to provide construction observations and all documentation required by CDOT for the duration of the project.

FHU would now act as the City representative and provide construction administration services on behalf of the City. As Construction Administrator, FHU would coordinate the work of all parties involved, communicate relevant information to City staff, respond to requests for information, review pay applications, and coordinate anything related to City needs.

The project team:

- Stanley Consultants – project administration
- FHU – engineering services and construction administration
- City of Northglenn – owner
- CDOT
- RockSol – Construction observation and documentation

BUDGET/TIME IMPLICATIONS

A supplemental appropriation is required to cover the cost of this contract.

	Amount
Proposed budget	\$15,799,752.26
Materials Testing - Terracon Contract	(\$215,361.30)
American West Construction Contract	(\$14,787,718.70)
Adam's 12 Fiber Relocation	(\$49,875.76)
Independent Assurance Testing (IAT) - RockSol Contract	(\$7,410.56)
5% Owner's Contingency	(\$739,385.94)
FHU Construction Administration Contract	(\$249,000)
Remaining budget	(\$249,000)

Construction on the project began in early January and is expected to last 12 to 18 months.

Use of FHU is needed given current engineering staffing levels. There are three vacant engineering positions. As the City fills these vacancies and can dedicate a staff member to oversee the project, FHU time will not be needed. The City Manager and Human Resources Director are working with the Public Works Director to address the challenges with engineering recruitment and retention.

STAFF RECOMMENDATION

Attached is CR-21, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and Felsburg Holt & Ullevig, Inc., for 120th Avenue Construction Administration services in an amount not to exceed \$249,000. Staff recommends approval of CR-21.

STAFF REFERENCE

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at kkisselman@northglenn.org or 303.450.4005.

CR-21 – 120th Avenue Construction Administration
120th Avenue Construction Administration contract

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-21
Series of 2023

Series of 2023

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FELSBURG HOLT & ULLEVIG, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE 120TH AVENUE CORRIDOR IMPROVEMENTS PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Felsburg Holt & Ullevig, Inc., attached hereto, in the amount of \$249,000.00 for construction administration services for the 120th Avenue Corridor Improvements Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2023.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Felsburg Holt & Ullevig Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed two hundred forty-nine thousand dollars (\$249,000). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the

twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete, and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's

insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
 Attn: Kathy Kvasnicka
 11701 Community Center Drive
 Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A and B** is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Felsburg Holt & Ullevig Inc.
6300 S Syracuse Way, Ste 600
Centennial, CO 80111

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty

Print Name

Mayor

Title

Date

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONSULTANT:

By: Katharine Duitzman

Katharine Duitzman

Print Name

Principal

Title

1/25/23

Date

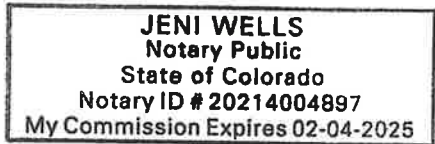
ATTEST:

By: Connie Sweeney

Connie Sweeney

Print Name

STAFF ACCOUNTANT 11.25.23
Title Date



Jeni Wells



January 9, 2023

EXHIBIT A

City of Northglenn
120th Avenue Corridor Improvements Project
Scope of Work

OVERVIEW

These project-specific professional services required shall include providing qualified construction engineering and project management on the 120th Avenue Corridor Improvements Project (Project) as the City of Northglenn's (City) agent and extension of City staff. Felsburg Holt & Ullevig (Engineer) shall provide experienced and qualified staff to perform these services as an independent contractor and shall not be, or represent itself as, an employee of the City.

The Engineer will assume the management role of the project at a time that is after the project has been started and shall be required to work and coordinate with third-parties under separate contract with the City for the project.

The following project management tasks are anticipated to be necessary for the successful management of the project. Not all tasks necessary can be known in advance. The Engineer shall be able to react to unforeseen project circumstances and manage challenges to complete the project.

TASKS

1. City Management

The Engineer will provide project management services for the City's internal project business purposes. This work is that which is typically performed by City employees on projects and may include, but is not limited to the following elements:

- regular reporting to City staff
- preparing reports of progress
- preparing cost reports
- attending meetings with City
- preparing information for City Council meetings
- providing public information about the public
- receiving and responding to correspondence, questions and complaints about the project

The Engineer will be the point of contact between the Contractor and the City.

The Engineer will oversee and manage other consultants contracted on the project to support the City.

2. Project Meetings

The Engineer will attend meetings as necessary for the project. Meetings include, but are not limited to the following:

January 9, 2022
City of Northglenn
120th Avenue Corridor Improvements Project
Scope of Work

- Weekly progress meetings
- Special utility coordination meetings
- Monthly pay quantity review meetings
- Issue Resolution Meetings

3. General Cost Control

The Engineer will manage the overall project budget, including the costs of work by the Contractor and other consultants providing services to the City on the project. Managing the budget may include the following tasks:

- Review other project consultants' invoices and make recommendation to the City for payment or return to the consultant for correction and resubmittal.
- Perform the final review and approve the Contractor's monthly payment applications on behalf of the City. The Engineer may rely upon representations made by other consultants' review of the pay applications and the measurements of the work as documented by other consultants. The Engineer may periodically check the measurements of work performed by other consultants to verify that the performance of other consultants is as required.

4. Construction Scheduling

The Engineer will review the contractor's construction schedules for compliance with the contract documents. This may include monthly updates submitted with payment applications, special impact analyses due to changes in the work and overall completion date delays.

5. Change Management

The Engineer will manage changes to the contract documents that are required for the successful completion of the project. This work may include, but not be limited to, the following:

- Investigate unforeseen circumstances
- Provide engineered solutions to problems within the Engineer's expertise; or, request design changes and contract plan sheet revisions to be performed by the engineer of record for the design or other specialists
- Prepare contract change orders in accordance with City and CDOT requirements and sign change orders at the project level on behalf of the City. Additional City approvals of change orders will be required.
- Estimate the costs of changes and negotiate costs of change orders
- Coordinate changes with CDOT to acquire federal participation whenever possible in the cost of changes.

6. Site Observations

The Engineer will perform periodic site visits to observe the construction and verify that the work is proceeding in accordance with the plans and specifications. Full time observation and inspection will be performed by others and the Engineer will verify the performance of other consultants.

7. Safety

The Engineer will periodically visit the site and in the performance of these visits, will notify the Contractor if any site safety concerns are observed. The Contractor shall be responsible for the safety of the site and shall provide the Engineer with safe access to perform observations and inspections.

8. Federal Funding Management

The Engineer will manage the project in accordance with any Intergovernmental Agreements in place. The Engineer will coordinate with the Colorado Department of Transportation (CDOT) and perform the contract administration in accordance with requirements of CDOT and the FHWA. The Engineer will manage other consultants retained by the City to support the project and oversee their work to ensure that it is in accordance with the CDOT minimum requirements.



CONSTRUCTION PHASE OWNER'S REPRESENTATION SERVICES

Construction Period		Tom Nead, PE, CCM, PSP Associate \$275.00		Mick Brinkerhoff, PE Sr. Construction Engineer \$225.00		Total Labor Fee
Month	Estimated Work Days	Estimated Hrs.	Fee	Estimated Hrs.	Fee	
January 2023	7	4	\$1,100.00	56	\$12,600.00	\$13,700.00
February 2023	22	4	\$1,100.00	132	\$29,700.00	\$30,800.00
March 2023	22	4	\$1,100.00	110	\$24,750.00	\$25,850.00
April 2023	22	4	\$1,100.00	110	\$24,750.00	\$25,850.00
May 2023	23	4	\$1,100.00	92	\$20,700.00	\$21,800.00
June 2023	23	4	\$1,100.00	92	\$20,700.00	\$21,800.00
July 2023	22	4	\$1,100.00	88	\$19,800.00	\$20,900.00
August 2023	23	4	\$1,100.00	92	\$20,700.00	\$21,800.00
September 2023	21	4	\$1,100.00	84	\$18,900.00	\$20,000.00
October 2023	21	4	\$1,100.00	84	\$18,900.00	\$20,000.00
November 2023	15	4	\$1,100.00	60	\$13,500.00	\$14,600.00
December 2023	12	4	\$1,100.00	48	\$10,800.00	\$11,900.00
		\$13,200.00		\$235,800.00		\$249,000.00

Remarks:

- Contractor's baseline schedule was considered in the estimation of hours necessary and is based on the completion of construction being October 16, 2023 as reported.
- Contractor informs of potential materials delays and lead times in Submittal #038. Estimate includes time through the end of 2023 as a contingency to account for some delays.
- Estimated Notice to Proceed date is January 23, 2023
- Estimated Work Days includes a portion of the Saturdays & Sundays. Weekend work anticipated but unknown.