

July 12, 2016

Ms. Patricia Jackson
Facilities Construction Manager
City of McKinney
1550 S. College St. – Building A
McKinney, Texas 75069

**Re: Proposal for Owner's Representative Services
McKinney, Texas**

Dear Ms. Jackson,

I am please to provide this proposal to you for Owner's Representative Services for various projects located in McKinney, Texas. AGUIRRE RODEN is excited to have the opportunity to provide these services.

Scope of Services

AGUIRRE RODEN, Inc will provide one person with an agreed average time commitment of 20 hours per week (a total of 1000 hours for a period of twelve months). It is understood that the actual schedule may vary on a week-by-week basis with the needs of the projects and for customary personal time and holidays. The primary point of contact will be Brenda Spinelli. This primary person will not be changed unless agreed by both parties. It is understood that there may be some period of time when Ms. Spinelli may be unavailable, but another responsible person will be made available to the City during that period of time. It is understood that the Owner's Representative will be available to work from AGUIRRE RODEN offices, City of McKinney offices, or the Project sites.

The scope of services may include the following:

- Meet with the Owner and Staff to review the scope of the Projects, establish Project procedures, and become familiar with the Projects and specific concerns
- Assist the Owner with the process of identifying, soliciting proposals from, selecting and negotiating contracts and coordinating with the Project Teams (may include Design Services, Construction Services, other Consultant Services, and other Vendors) if requested
- Attendance at meetings which may include: meetings with the Architect, Contractor, Consultants, Preconstruction Meetings and specified regular Construction Progress Meetings. Owner's Representative shall direct the Architect or Contractor to prepare meeting minutes, shall review for accuracy the minutes of such meetings and shall clarify, amend and report any discrepancies affecting the Project
- Provide General Construction Observation, review the construction progress and communicate to the Owner status of the Project on a regular basis and generally the work performed and quality of workmanship, observed conflicts and deficiencies to substantiate the costs of work in place and adequacy of balances to complete construction
- Review of Owner's Project Budget, Project Schedule, Project Program, Project Costs Estimate, and other relevant materials
- Review of Pay Applications and Recommendations to the Owner.
- Receive and Distribute Submittals requiring Owner Review, provide non-technical

- comments as requested
- Receive and Distribute Requests for Information requiring Owner review and response, provide non-technical comments as requested
 - Attendance at Trade Coordination Meetings and Pre-Installation Meetings and review of the meeting minutes generated
 - Attend meetings with Authorities Having Jurisdiction
 - Coordination of Quality Assurance Testing Firms, non-technical review of Quality Assurance Reports, and distribution of Quality Assurance Reports for technical review
 - Review schedule of values and Project schedule
 - Receive and distribute substitution requests requiring Owner review and approval
 - Receive, review and comment on change requests
 - Review and distribute Contractor's Incident Reports
 - In conjunction with the Contractor, who has prime contractual responsibility, the Owner's Representative shall review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment and the availability of materials and supplies to meet the Contractor's schedule in relation to the Project Schedule
 - Coordinate with the Architect and Contractor in review of the work to enable the Architect to: determine the date of Substantial Completion, generate punch list, recommendations for the rejection and replacement of nonconforming work, as appropriate, observe the testing and start-up of utilities, systems and equipment for the Project
 - Coordinate Scheduling of Project Closeout, Training and Commissioning
 - Receive and Distribute Contractor's Closeout Documents to Owner
 - Assist Owner in preparation of Data for Presentations and make Presentations as requested

Additional services include tasks not specifically mentioned above. If called upon to provide any services AGUIRRE RODEN will prepare a separate scope and fee for additional services at the Owner's request for approval prior to services being performed.

The Scope of Services does not include the following items which can be provided as an Additional Service:

- Technical Review and written comments to Design and Construction Documents
- Technical Review and written comments/response to Submittals, Change Requests, Requests for Information, Non-Conformance Reports or Technical Construction Observation
- Wage Rate Compliance Audits
- Acquisition of Building Permits or Coordination of Code Compliance Inspections
- Environmental Compliance Monitoring
- LEED Certification Services
- Cost Estimating Services for the Project
- Accounting Services for the Project
- Scheduling Services for the Project

AGUIRRE RODEN shall not assume any responsibility or liability for performance of the design and construction services or for the safety of persons and property during design and construction or for the compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the design and construction services. AGUIRRE RODEN shall have no influence over the construction means, methods, techniques, sequences, or procedures.

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AGUIRRE RODEN shall not bear any responsibility or liability for defects or deficiencies or for the failure to so detect. AGUIRRE RODEN shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.

Compensation

The Fee is based upon the agreed time commitment of an average of 20 hours per week at 1000 hours for a period of twelve months and shall be billable as follows or at an amount mutually agreed upon should the hours vary from expected:

Twelve Thousand Five Hundred Dollars per month for a total of
One Hundred and Fifty Thousand Dollars.....\$150,000.00

City may request services from Owner's Representative for up to an additional twelve months billable at the same rate and additional extensions at a mutually agreed upon hourly rate.

Reimbursable Expenses is estimated at \$15,000 (\$100/month for cell phone, mileage, Owner requested printing, reproductions, plots and other documents, Postage, handling and delivery as requested by the Owner, any other direct expenses incurred).

Frequency of Invoicing and Terms of Payment. Owner's Representative shall submit invoices monthly. Payment shall be made by Owner within 30 days after Owner's receipt of an invoice and acceptance of services rendered under this.

Respectfully,
AGUIRRE RODEN

A handwritten signature in black ink that reads "Brenda Spinelli".

Brenda Spinelli, CDT, LEED AP BD+C
Senior Vice President

copy: Project Files