

November 1, 2022

Ms. Patricia Jackson
Facilities Construction Manager
City of McKinney
3501 N Central Expwy
McKinney, Texas 75071

RE: Proposal for Owner's Representative Services
City of McKinney Municipal Complex – Phase 2 Construction

Dear Ms. Jackson,

I am pleased to provide this proposal to you for Owner's Representative Services Phase 2 Construction of McKinney Municipal Complex.

Scope of Services

SPINELLI Construction Services will provide one person (Brenda Spinelli) for approximately 24 months for services with hours determined as needed, understanding that the actual schedule may vary. It is understood that Owner's Representative will be available to work from SPINELLI Construction Services offices, City of McKinney Offices, or the Project Site.

The Scope of Services may include the following:

- Attendance at meetings which may include CoM, the Architect, Construction Manager at Risk and other Consultants and vendors
- Assist in coordinating with the project teams, other consultants, and vendors, providing written communication as it relates to the Owner's comments and direction
- Review of meeting minutes published by the Architect and/or Construction Manager at Risk for accuracy
- Provide general observation, review progress, and communicate to the Owner on a regular basis, generally the work performed, quality of workmanship, observed conflicts and deficiencies
- Review pay applications and provide comments
- Receive and Distribute Submittals requiring Owner Review, Requests for Information requiring Owner review and response, Substitution Requests reviewing Owner review and approval, Change Requests, and Contractor's Incident Reports
- In conjunction with CMAR, 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 availability of materials and supplies to meet the project schedule
- Coordinate with the architect and CMAR in review of the work to enable the Architect to determine the date of Substantial Completion, generate punch list, recommendations for rejection and replacement of non-conforming work, observe the testing and start-up of systems and equipment, and Owner move-in

Additional services include tasks not specifically mentioned above. If called upon to provide other services SPINELLI Construction Services will prepare a separate scope and fee for additional services at the Owner's Request for approval prior to services being performed.

SPINELLI Construction Services does not assume any responsibility or liability for performance of the design and construction services and shall have no influence over the construction means, methods, techniques, sequences, or procedures. SPINELLI Construction Services shall not bear any responsibility or liability for defects or deficiencies or for the failure to so detect.

Compensation:

The Fee is assumed for 24 months, approximately 12 hours per week, a maximum of 1248 hours at an hourly rate of \$200/hour for a total of Two Hundred Forty-Nine Thousand and Six Hundred Dollars (\$249,600) and shall be billable monthly.

Reimbursable Expenses are in addition to labor costs and will be billed at a 1.0 multiplier. Reimbursables include mileage to/from job site and other locations as needed/requested (at the IRS current rate at the time of invoicing), printing, plots and other documents, postage, handling and delivery and any other expenses incurred. Assumed for a maximum of Two Thousand Five Hundred Dollars (\$2500).

The City may request additional services to extend through construction for up to an additional 24 months at a mutually agreed upon hourly rate at the time of request but no less than \$225/hour

Frequency of Invoicing and Terms of Payment:

SPINELLI Construction Services shall submit invoices monthly. Payment shall be made by Owner within 30 days after Owner's receipt of invoice and acceptance of services rendered.

Respectfully,
SPINELLI Construction Services



Brenda Spinelli, CDT, LEED AP
President