

[Date]

[Company Name]

[Company Address]

[Company Address]

Tel.[xxx.xxx.xxxx] | Email: [Your E-mail Address]

Attn: [Your Name Here]

RE: [Your Project Name Here]

Construction Management Services

Dear [Your Name Here]:

Pursuant to your request, we are pleased to submit this proposal to provide the above referenced services for the subject project.

SCOPE OF WORK:

A. Construction Management Oversight

Services include; but are limited to:

- Documentation of pre-construction site conditions
- Review contract plans, specifications, permit agreements, easements, environmental documents, and provide comments on potential conflicts, constructability issues, and consistency between plans and specifications.
- Interpretation of plans and specifications
- Assurance that Contractor's work is in conformance with regulatory permits
- Evaluation and acceptance of Contractor's work by visual, photo/video monitoring of activities.
- MUROW|CM will coordinate with geotechnical consultant the materials testing relating to earthwork compaction requirements, compaction of sub-grade and asphalt concrete paving, concrete slump and cylinder tests for conformance with the specifications, structure backfill compaction, aggregate gradation and asphalt content for hot mix asphalt (including asphalt content at the batch plant), and all other materials testing required to satisfy the requirements of the specifications.
- Take appropriate action to ensure correction of deficiencies
- Manage (receive, stamp, and log) submittals, distribute as necessary, and monitor the return of submittals to Contractor in accordance with a MUROW | CM developed submittal distribution list.
- Manage Requests for Information (RFI's) including receipt, processing, and monitoring review responses, meetings as necessary to resolve RFI's, and preparation of responses

Page: 2 of 5

- Coordinate work with Design Engineer by proactively offering solutions to problems encountered/ revealed
- Review the Contractor's baseline and updated schedules for acceptance
- Evaluate, manage and advise project changes
- Prepare progress payment estimates
- Evaluate and document Notices of Potential Claims by the Contractor
- Evaluate validity and provide summary with backup documents with respect to Contractor's requested contract change orders and claims – provide independent estimates for change order requests

Periodic meetings are to be scheduled and controlled by MUROW | CM. MUROW | CM shall prepare minutes of the meetings and distribute them to all attendees within two working days from the date of each meeting. This task shall include, but not be limited to:

- Pre-construction meeting with the Contractor(s), County/City, design engineer, regulatory agencies and affected utilities.
- Weekly progress meetings with the County/City, the Contractor(s) and, when required, other affected agencies or groups.
- Project Close-out meetings with the Contractor(s), County/City staff, regulatory agencies, and design engineer.

The following specific items will be completed on a regular basis either daily, weekly or monthly:

- Maintain a digital Daily log and diary as required by the terms of the Agreement, the Project Documents and standard industry practice.
- Monitor/ Update Material Certifications
- Inspect Incorporated Materials for compliance with the requirements of the Project Documents
- Update and maintain Material Test Reports Log
- Coordinate and Monitor Material Testing Firms to achieve timely and accurate reporting of such tests
- Inspect the work performed by the Contractor for compliance with the Project Documents
- Verify Contractor's layout for compliance with the Drawings and Specifications
- Perform General Safety Reviews of Site to ascertain Contractor's compliance with Contractor's Safety Plan and the Projects Documents
- Approve Contractor Safety Plan and those of their subcontractors
- Inspection of Contractor's Pedestrian/ Vehicular Traffic Control to ascertain Contractor's compliance with the Contractor's Safety Plan and the Project Documents
- Maintain Master Project Files consistently with Owner's standards and the requirements of the Agreement
- Update and Issue Project Logs

Page: 3 of 5

- Moderate Construction Review Meetings to establish Contractor's compliance with the Project Schedule and the Project Documents
- Prepare and Issue Construction Review Meeting Minutes
- Prepare Project Schedule Status Report/Analysis and furnish such reports and analysis to Owner's
- Negotiate Contractor Change Orders – prepare independent cost estimates
- Update and Issue Contractor's Proposal/Modification Log
- Prepare Proposed Contract Modifications consistently with the terms and conditions of the Project Documents
- Review and Respond to Project Correspondence in a timely and professional manner consistent with the requirements of the Project Documents
- Update and Issue Correspondence Log
- Update and Issue File Letter Log
- Draft Project Memoranda Consistent with the terms of this Agreement, industry standards and the Project Documents
- Prepare Field Orders
- Update and Issue Field Order Log
- Review and Issue "Requests for Information" ("RFIs") to Design Engineer/Geotechnical Consultant or other consultants promptly upon receipt from the Contractor
- Update and Issue RFI Log
- Review and Log Certified Payrolls
- Review Monthly Pay Estimates for accuracy and completeness, and process such Estimates upon completion of such review – coordinate quantity verification
- Prepare and Issue Preliminary and Final Punch Lists
- Assist in preparation of Meeting Agendas
- Attend Various Project Meetings and Prepare Meeting Minutes
- Prepare Biweekly Project Report
- Incorporate All Revisions, including, without limitation, contract modifications, approved shop drawings, and RFI responses into the Project Documents
- Promptly resolve Design/Coordination Issues with Contractor and the Engineer, all in a manner consistent with the Project Documents
- Compare Quality Control and Quality Assurance Tests for Concrete, Asphalt and Aggregates for compliance with the Project Documents
- Review and approve, in coordination with Owner and Design Engineer, Contractor shop drawing submittals, equipment staging, testing, and scheduling.

Page: 4 of 5

Post Construction Phase

- Review All As-Builts for compliance with the Project Documents
- Prepare Final Project Report verifying the Work has been completed and is in conformance with the Project Documents
- Compile and Transmit all Warranties/ Guaranties
- Compile and Transmit all O&M Manuals
- Oversight of all Punch List Work
- Compile and submit such Final Documentation as may be required by the Project Documents
- Pursue and Complete Final Close-Out in a timely and comprehensive manner.

CONDITIONS OF AGREEMENT:

1. Hourly Billing Rates:

Sr. Project Manager..... \$ ***To Be Negotiated***
Sr. Construction Manager..... \$ ***To Be Negotiated***
Field Engineer \$ ***To Be Negotiated***

Payment based on actual hours expended on the assignment.

Page: 5 of 5

2. Out-Of-Pocket Expenses. In addition to hourly rates, you agree to reimburse us for out-of-pocket costs. Such costs include, but are not limited to, overnight mail, blueprint printing, messengers, and photocopying. Reimbursements will be billed at cost.

3. Fee Disputes. In the event that you disagree with or question any amount due under an invoice, you agree to communicate such disagreement to our firm in writing within fifteen (15) days of the invoice date. Any claim not made within that period shall be deemed waived. In the event that collection procedures are required, you agree to pay all expenses of collection and all attorneys' fees and costs actually incurred by our firm in connection with such collection, whether or not suit is filed thereon. Reasonable attorney fees will be considered to be up to 40% of the outstanding balance. If litigation is required regarding collection of the account, we will be paid our hourly rates for all time actually expended by our firm in connection with such action.

PAYMENT: Invoices are due and payable upon receipt and are considered delinquent after 30 days from the date of receipt by the Client. We will invoice progressively on the 30th of each month for the duration of the project based on hours expended on the project. Delinquent amounts may be subject to a finance charge of 1 1/2 percent per month. If any portion of an invoice is disputed, the undisputed portion must be paid when due. Any amounts not disputed in writing within 15 days from receipt shall be considered accepted by Client. We reserve the right to cease work, decline meeting attendance or withhold any un-submitted documents, calculations or permit applications for accounts exhibiting delinquency until delinquent invoices have been paid in full.

We sincerely appreciate the opportunity to propose on your project. If you have any questions, please feel free to contact me at 949.988.3270 or smurow@dirtextpert.com.

RESPECTFULLY SUBMITTED

ACCEPTED: **[Company Name Here]**



BY: _____ DATE: _____

TITLE: _____

Steven M. Murow, President
Murow|CM