

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, if the Client authorizes us to proceed, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. For the purposes of this Agreement, we are assuming the contract period will be 180 calendar days (or 6-months). After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference*: Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer’s judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders)*: Respond in writing with reasonable promptness to Requests for Information (RFI’s) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer’s Scope of Services; however, if the Contractor’s request for information, clarification, or interpretation are, in the Engineer’s professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer’s time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client’s contract with the Contractor.
- d. *Change Orders*: Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules*: Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor’s schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.