Note: Examples in [Italics]

### **Agreement for Construction Management Services**

#### SCHEDULE OF PROJECT DETAILS

for the

### [PROJECT NAME]

U-M Project No. P0000

This SCHEDULE OF PROJECT DETA	ILS supplements and is incorporated into the
Agreement for Construction Management Services dated	between THE REGENTS OF
THE UNIVERSITY OF MICHIGAN, and	Where any such item is amended, voided
or superseded; only that portion of such item not specifica	Ily amended, voided or superseded shall remain
in effect.	

- **Description of Project** (Recital A of Agreement) 1.
- Schedules (Section 3.6 of Agreement) 2.

The Design Professional shall prepare the following design bid sets:

Title Description Bid Document Release Date From Design Professional to Construction Manager

These dates are incorporated in the Construction Manager's Project Schedule in accordance with Section 3.6.

The Project Schedule Substantial Completion and occupancy date for all areas of the Project is

Additional established contract milestone dates are:

Description Date

<u>3.</u> Construction Cost (Section 2.10 and Part 7 of Agreement)

> A Fixed Limit of Construction Cost (FLCC) is hereby established in accordance with Section 2.10.12 for \$ .

DESCRIPTION	AMOUNT
Construction Base	\$
General Conditions	
Construction Subtotal	
Construction Personnel	
CM Fee	
Pre-Construction Personnel	
CM Contingency	
FLCC	\$

CM Agreement - Schedule of Project Details Form Date: January 31, 2014

The components of this FLCC will be tracked by the Construction Manager via the U-M Construction Cost Control Summary (CCCS) per Exhibit A, beginning with the first Schematic Design estimate, and the Construction Manager shall issue monthly reports as to compliance. In addition, Bid Release Recommendations and Award Recommendations shall include an updated CCCS report as of the date of Recommendation submittals.

The Guaranteed Maximum Price (GMP) will be submitted in accordance with Part 7 of the Agreement.

#### 4. Services in Preparation of Construction and Construction Cost (Section 3.7 of Agreement)

The Construction Manager shall prepare and update detailed cost estimates in accordance with Section 3.7 as the Design Professional progresses with the preparation of the Schematic, Design Development and Construction Documents for each document package as detailed in the Agreement.

In addition, these detailed costs estimates although prepared in the format of CSI division and subdivision, shall also be presented to the Owner in the above listed document packages and also subdivided in the Construction Manager bid package format prior to going out for bid with the first bid package, and shall comply with the Fixed Limit of Construction Cost included herein and with each separate component of the Fixed Limit of Construction Cost.

In accordance with Section 3.7.4, the Construction Manager shall promptly advise the Owner and the Design Professional if there are indications that the Fixed Limit of Construction Cost will not be met and make recommendations in accordance with Value Engineering procedures to reduce excess costs as detailed in Section 3.5.

### **<u>5.</u>** Payment to the Construction Manager (Part 8 of Agreement)

#### a) Construction Manager's Fee

Construction Services - The Construction Manager's Fee for up to the Fixed Limit of Construction Cost as well as 10% of the Construction Subtotal in changes is a lump sum fee of \$\_\_\_\_\_\_. The lump sum fee shall be billed monthly at the same percentage of the invoiced Construction Subtotal percent complete.

In accordance with Section 8.2, the Construction Manager's fee for allowable changes in the Work beyond 10% of the Construction Subtotal shall be calculated as \_\_\_\_% of Construction Subtotal of the total net amount of the allowable changes.

In accordance with Section 8.2, the Construction Manager's fee for allowable change in the Work will be calculated as \_\_\_\_% of the total net amount of the following components of allowable changes:

- (i) Amounts paid to Trade Contractors including all overtime, and
- (ii) Construction Manager's General Conditions Costs

Notwithstanding anything in the Contract Documents to the contrary, the Construction Manager shall recover no fee on allowable changes funded from the Construction Manager's Contingency.

Any additional fee for allowable changes shall be calculated at Substantial Completion, not with each individual change, and shall be billed when the final invoice is submitted.

A sample invoice is included in Exhibit B.

The Partial (Full) Acknowledgment of Payment is included as Exhibit C.

Form Date: January 31, 2014

	_		_	_
h'	Construction	Manager's	Personnel	Coete
v		Manager 3		-00000

Pre-Construction Personnel (Lump Sum)	\$
Construction Personnel (Lumn Sum)	<b>¢</b>

The Lump Sum Pre-Construction and Construction Personnel amount shall be billed according to the following schedule:

	Year	Year	Year	Year	Year
January	\$	\$	\$	\$	\$
February	\$	\$	\$	\$	\$
March	\$	\$	\$	\$	\$
April	\$	\$	\$	\$	\$
May	\$	\$	\$	\$	\$
June	\$	\$	\$	\$	\$
July	\$	\$	\$	\$	\$
August	\$	\$	\$	\$	\$
September	\$	\$	\$	\$	\$
October	\$	\$	\$	\$	\$
November	\$	\$	\$	\$	\$
December	\$	\$	\$	\$	\$

[Choose either option A or B below, the other will be deleted.]

A)	A full time/part time Safety Engineer will be provided beginning [Month/Year] to [Month/Year]. Total
	additional personnel cost for the Safety Engineer is (\$). The cost
	of the Safety Engineer is included in the Construction Services Personnel total and monthly billing
	schedule above.

B)	A full	time/pa	art time	Safety	Engineer	may	be	require	d as	directed	d by	the	Owner	beginning
	[Month	n/Year]	to [ <i>M</i>	onth/Yea	a <i>r</i> ]. Tota	ıl ad	ditior	nal per	sonn	el cost	for	the	Safety	Engineer
	is			(\$_		). T	he co	ost is n	ot ind	cluded in	the	Cor	nstruction	n Services
	Persor	nnel tota	al and n	nonthly b	oilling sche	dule	abov	e.						

The staffing plan is as indicated in Exhibit D and is the basis of the Lump Sum Pre-Construction and Construction Personnel costs set forth above. In accordance with Section 4.5 of the CM Agreement, this exhibit does not excuse the Construction Manager from providing the necessary personnel required for the Construction Manager to perform its services detailed in the Agreement and meeting the FLCC or the GMP and schedule requirements. Therefore, if the Construction Manager requires additional personnel to perform these services, such personnel shall be added without an increase to the FLCC or the GMP, unless such increase in personnel is required due to circumstances detailed in Section 2.10.3.1.

In addition to any other audit rights which it might enjoy, the Owner shall also have the right to audit the Construction Manager's books and records pertaining to the staffing for the project.

### [Choose either option A or B below, the other will be deleted.]

A) For additional personnel, if required due to Owner changes, in accordance with Section 2.10.3 of the Agreement, the additional compensation will be calculated using the <u>Base Hourly Rate and Fringe Benefit Rate used to develop the Lump Sum Construction Personnel.</u>

Exhibit E provides the Base Hourly rates for [Firm Name] personnel as well as the Fringe Benefit rate for each individual. These rates are current through [Month/Year]. If stated personnel is required to stay on the project beyond the project dates indicated in Exhibit D due to Owner's change, the rates may require adjustment based on actual rates at time of extension.

- B) For any additional construction personnel required due to Owner's changes, in accordance with Section 2.10.3 of the Agreement, the method of compensation shall be a calculation method as described in Section 2.10.3.1(a).
- c) General Conditions

General Conditions shall be allowed as listed in Exhibit F.

<u>6.</u>	Personnei	(Section 4.5 of Agreement	)

The Construction Manager's designated (Project Director) (Project Manager) is _				
He/She shall devote his full attention to the Work beginning on	_·			
The Construction Manager's designated ( <i>Project Manager</i> ) ( <i>Superintendent</i> He/She shall devote his full attention to the Work beginning	,	the	Work	is

All personnel with a name listed in the staffing plan as indicated in Exhibit D are defined as Key People in accordance with Sections 4.5.1.1 and 4.5.1.2 of the Agreement.

### <u>7.</u> **Liquidated Damages** (Section 9.1 of Agreement)

Liquidated Damages shall be defined as follows:

Maximum = 25% of Construction Manager's Fee

The amount of reduction per day shall be\_\_\_\_\_(\$\_\_\_\_). The total liquidated damages shall in no event exceed a maximum of\_\_\_\_\_(\$\_\_\_\_).

The total liquidated damages included in the Trade Contractors' contracts may not exceed the total amount included above.

- 8. **Insurance** (Article 10 of the General Conditions)
  - a) Minimum Insurance Requirements for Members of the Construction Team:

Each member of the Construction Team present at the Project Site, even if only to deliver product (but excluding common couriers), and each Supplier providing goods shall provide at a minimum the following insurance coverage:

.1 Workers' Compensation - insuring all operations in full compliance with the workers' compensation and occupational disease laws of all authorities having jurisdiction in Michigan and all other locations in which the Work is performed, with Coverage A in Statutory limits and Coverage B - Employer's Liability with limits of \$500,000 each Accident for Bodily Injury by Accident, \$500,000 Policy Limit for Bodily Injury by Disease, and \$500,000 each Employee for Bodily Injury by Disease.

Where there is a known exposure or potential exposure which may be subject to any maritime law, federal worker's compensation laws, or federal employers' liability laws (including, but not limited to, the Longshore and Harbor Workers Compensation Act, Jones Act, Defense Base Act, and the Federal Employer's Liability Act), the policy shall be endorsed to include coverage for each respective exposure.

.2 Commercial General Liability - on an "occurrence" (versus "claims-made") ISO form CG0001, 1998 or newer version. The coverage shall insure all operations of the respective Construction Team member including explosion, collapse and underground coverage, elevators, independent contractors, products and completed operations, contractual liability coverage for any contracts related to the Work and personal and advertising injury liability. Products and completed operations coverage shall be maintained for a period not less than three (3) years beyond Final Completion.

The following minimum limits of insurance can be satisfied through so-called "primary" insurance policies or a combination of both "primary" and so-called "excess" or "umbrella" liability policies:

- (a) All contracts having a value in the aggregate of **greater than or equal to** \$5,000,000:
  - (i) Construction Manager:

\$50,000,000 Each Occurrence Limit \$50,000,000 Personal and Advertising Injury Limit \$50,000,000 General Aggregate Limit \$50,000,000 Products and Completed Operations Limit;

(ii) Trade Contractors (unless a lower limit is approved by the Owner):
\$5,000,000 Each Occurrence Limit
\$5,000,000 Personal and Advertising Injury Limit
\$5,000,000 General Aggregate Limit
\$5,000,000 Products and Completed Operations Limit;

- (b) Contracts having a value in the aggregate of **less than \$5,000,000**:
  - (i) Construction Manager:

\$2,000,000 Each Occurrence Limit \$2,000,000 Personnel and Advertising Injury Limit \$5,000,000 General Aggregate Limit \$2,000,000 Products and Completed Operations Limit;

(ii) Trade Contractors (unless a lower limit is approved by the Owner): \$1,000,000 Each Occurrence Limit \$1,000,000 Personal and Advertising Injury Limit \$2,000,000 General Aggregate Limit

- .3 Automobile Liability Insurance insuring all owned, hired and non-owned automobiles (including trucks and trailers) with coverage not less than that of the commercial Business Auto Policy in limits not less than:
  - (a) All contracts having a value in the aggregate of greater than or equal to \$5,000,000:
    - (i) Construction Manager: \$50,000,000 "combined single limit" each occurrence for bodily injury and property damage;
    - (ii) Trade Contractors: Unless a lower limit is approved by the Owner, \$5,000,000 "combined single limit" each occurrence for bodily injury and property damage;
  - (b) Contracts having a value in the aggregate of less than \$5,000,000:
    - (i) Construction Manager: \$5,000,000 "combined single limit" each occurrence for bodily injury and property damage;
    - (ii) Trade Contractors: Unless a lower limit is approved by the Owner, \$1,000,000 "combined single limit" each occurrence for bodily injury and property damage;
- .4 Aviation and/or Marine Liability should aircraft or watercraft of any kind be used in performance of the Work, the Construction Manager shall maintain or cause the operator of the aircraft/watercraft to maintain aircraft/watercraft public liability insurance including bodily injury, property damage, and passenger liability, as respects any aircraft/watercraft owned, used, operated, or hired in connection with the Work in limits of \$15,000,000 "combined single limit" for bodily injury and property damage in any one occurrence.
- b) All Trade Contractors that are responsible for abatement work shall provide the following:
  - .1 Commercial Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, including MCS 90 endorsement, in amounts not less than \$5,000,000 each.
  - .2 Environmental Impairment Liability Insurance Contractors and Professionals Form:

\$5,000,000 Per Occurrence; \$5,000,000 Aggregate

.3 In addition, the Trade Contractor shall provide evidence of the following insurance coverage carried by the disposal site operator:

Environmental Impairment Liability Insurance – Storage and/or Final Disposal Site – Facility Form:

\$5,000,000 Per Occurrence; \$5,000,000 Aggregate.

The Environmental Impairment Liability policies shall be endorsed to show "The Regents of the University of Michigan" and \_\_\_\_\_\_\_" as additional insured. "Claims Made" policies must show evidence of insurance coverage for three (3) years after the work performed for the Owner has been completed.

Form Date: January 31, 2014

c)	Invoice Rate for Construction Manager's Insurance Dollars (\$	:) per
	Dollars (\$	
which	n is the Construction Manager's actual cost of insuranc	ce.
	amount is included in the General Conditions total lister that Section.	ed in Section 3 herein and will be billed
Notic	ce Address for Construction Manager (Section 9.3 c	of Agreement)
	Company Name	

Street or PO Box
City, State, Zip
Attention: Name of Individual

<u>9.</u>

CM Agreement – Schedule of Project Details Form Date: January 31, 2014 <u>10</u>. (FIRM NAME)

The Construction Manager
By(Signature)
(Printed Name)
(Title)
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
Owner
Ву
Timothy P. Slottow Executive Vice President and

Chief Financial Officer

### Exhibit A

# Construction Cost Control Summary (CCCS) Page 1 of 2

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Bid Package 30 - Unit Rich Pavers  Bid Package 30 - Unit Rich Pavers  Bid Package 30 - Unit Rich Pavers  Design Release 4  Design Release 4  Bid Package 40 - Landward-Louishirff Rich Bid Package 40 - Landward Specially Steel Shairs/Railings  Bid Package 40 - Capentry, Milword Coverings  Bid Package 40 - Package 41 - Release Should Bid Package 41 - Release Pooring and Capentry  Bid Package 41 - Louishirf Roundy and Capentry  Bid Package 41 - Release Pooring and Capentry  Bid Package 42 - Release Pooring and Capentry  Bid Package 43 - Release Pooring and Capentry  Bid Package 42 - Release Pooring and Capentry  Bid Package 43 - Release Pooring and Capentry  Bid Package 43 - Release Pooring and Capentry  Bid Package 43 - Release Pooring an						3 5	2 2	8 8	8.5		
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52 Owner Hearve					***************************************						

Page 1 of 2

Date

### **Exhibit A**

# Construction Cost Control Summary (CCCS) Page 2 of 2

		Œ	Bid Due Date													
Data as of xx/xx/xx Firm: Firm's Name Jineer: Firm's Name Project No. xxxxxx		0	Issue for Bid													
Data as of <i>xx/xx/xx</i> Construction Management Firm: Firm's Name Architect Engineer: Firm's Name Project No. <i>xxxxxx</i>		e.	Variance Issue for Award to CD Bid I				0\$				\$0		90		\$0	
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fichigan Ingineering and Construction Recondiiation Dates: SD DD	Project Name Construction Cost Control Summary	ঘ	SS SS	55 General Conditions (Not to Exceed)	CM Personnel (Lump Sum)	57 CM Fee (Lump Sum)	58 2 - Subtotal AlE Fixed Limit of Construction:	59 Preconstruction Personnel (Lump Sum)	60 Owner Contingency	61 CM Contingency (Not to Exceed)	62 3 - Total:	63 Value Engineering Needed	64 CM Fixed Limit of Construction	65 Change Orders/Revisions	66 Revised CM Fixed Limit of Construction	

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ALTERNATES PER BID PACKAGE	Bid Par Alternate #	Bid Par Alternate #	Bid Par Alternate #	Total Estmate for this alternate	Bid Pa-Alternate #	Bid Pa-Alternate #	Bid Pa Alternate #	Total Estmate for this alternate	Bld Pay Alternate #	Bid Pa-Alternate #	Bid Par Alternate #	Bid Pay Alternate #	Bld Par Alternate #	Bid Pay Atternate #	TOTAL COST OF ALTERNATES TO DATE

Notes:
Malarized Figures represent DD reconciled budget figures. All Bolded figures (with the exception of subtotals) represent low bid amounts or recommended awards.
Not italicized figures in the CD estimate and lasse Bid columns represent recomciled CD estimates.
For work awarded to date, positive variances accure to Owner Contingency. Negative variances to be addressed by project team prior to award & next design release.

Page 2 of 2

### Agreement For Construction Management Services Between The Regents Of The University Of Michigan And [Firm Name]

### SCHEDULE OF PROJECT DETAILS FOR CM AGREEMENT

### [PROJECT NAME]

U-M PROJECT NO. P0000\_ (P100

### STANDARD INVOICE SAMPLE

Date:	PO #:		Invo	ice #:		Construct	ion Billing T	hrough:		
Project '	Title:		U-M	Project #:						
Constru	ction Management Firm:		Rem	nit Address:						
ltem		Original Contract Amount	Owner Change Orders	CM Contingency and Other CM Approved Revisions	Current Revised Contract Amount thru CO# XX	Percent Complete	Total Earned Less Retainage	Previously Billed	Current Amount Due	Balance to Finish
	attached Trade Contractor invoices)	0	0	0	0	0%	0	0	0	0
General	Conditions attached expenditure detail)	0	0	0	0	0%	0	0	0	0
	Construction Subtotal	0	0	0	0	0%	0	0	0	0
	struction Personnel Schedule of Project Details)	0	0	0	0	0%	0	0	0	0
	iction Personnel Schedule of Project Details)	0	0	0	0	0%	0	0	0	O
CM Fee (Billed per	Schedule of Project Details)	0	0	0	0	0%	0	0	0	O
CM Con (Authorize	tingency d usage per Section 7.1.3.1)	0	0	0	0	0%	0	0	0	O
	TOTALS	0	0	0	0	0%	0	0	0	0
TOTAL	AMOUNT - INVOICE # XX								0	

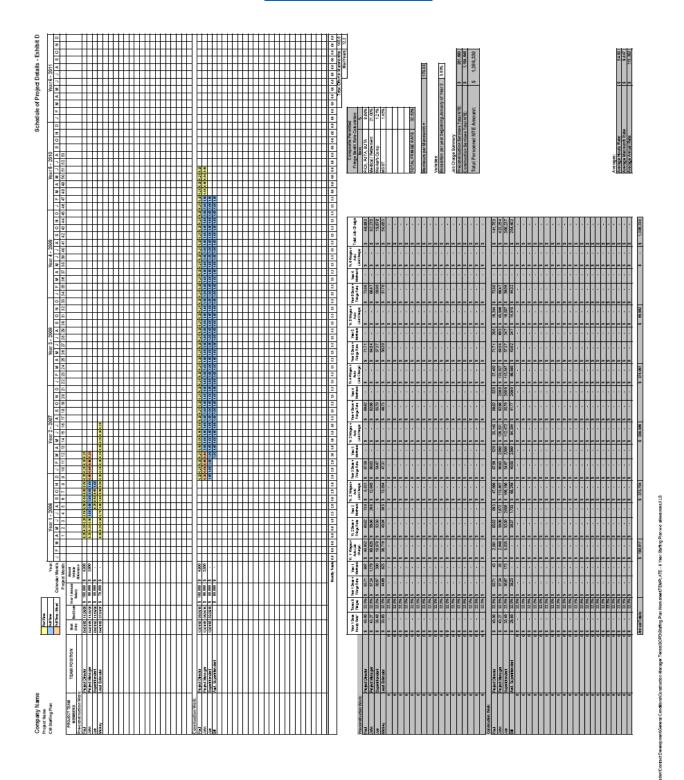
CM Contract – Schedule of Project Details Form Date: January 31, 2014

# **EXHIBIT C**PARTIAL [FULL] ACKNOWLEDGMENT OF PAYMENT

to provide	We have a contract with				
and hereby acknowledge payment in the amount of \$	to provide			(the	"Work") for
all amounts due to me/us for contract improvement provided through the date shown above.  I/We hereby certify that the following Statement of Account is accurate:  Current Contract Amount  (through last approved C.O.)  Gross Billed to Date  Retainage to Date  Net Paid to Date  Balance to Become Due (including retainage)  There are no other amounts which are or could become payable to me/us on account of any event occur prior to the date of this Acknowledgment, and I/we have and know of no unasserted claims in connection verylour Work. I/We on behalf of the undersigned and all trade contractors, suppliers, materialmen, labor employees and all others claiming by, through or under the undersigned, covenants and agrees to release does release and forever discharge the Owner and their respective successors and assigns, of and from manner of actions, suits, debts, damages, judgments, expenses, claims and demands of any kind or nat whatsoever, in law or in equity, that the undersigned or anyone claiming by, through, or under the undersigned verylowed and the verylowed provided the undersigned or anyone claiming by, through, or under the undersigned or anyone claiming by, through, or under the undersigned or anyone claiming by, through, or under the undersigned or anyone claiming by, through, or under the undersigned or claim or naterial furnished for the improvement at the date set forth above, or (ii) in any manner connected with such work, material, or labor, including with limitation, change orders, delays and field conditions and excluding only the undersigned's claim for paym of retainage indicated above. I/We further covenant and against any claims, demands, losses, costs and expending indicated above. I/We further covenant and agree to indemnify, defend and save harmless Owner and their successors and assigns from and against any claims demands, losses, costs and expending the indicated above. I/We further covenant and agree to indemnify, defend and save harmless Owner and their successors and assigns from and	nd hereby acknowledge payment in the a				abor/materials
Current Contract Amount  (through last approved C.O.)  Gross Billed to Date  Retainage to Date  Net Paid to Date  Balance to Become Due (including retainage)  There are no other amounts which are or could become payable to me/us on account of any event occurn prior to the date of this Acknowledgment, and I/we have and know of no unasserted claims in connection of my/our Work. I/We on behalf of the undersigned and all trade contractors, suppliers, materialmen, labor employees and all others claiming by, through or under the undersigned, covenants and agrees to release adoes release and forever discharge the Owner and their respective successors and assigns, of and from manner of actions, suits, debts, damages, judgments, expenses, claims and demands of any kind or nat whatsoever, in law or in equity, that the undersigned or anyone claiming by, through, or under the undersignable ever have had by reason of (i) work performed or labor or material furnished for the improvement at the date set forth above, or (ii) in any manner connected with such work, material, or labor, including with limitation, change orders, delays and field conditions and excluding only the undersigned's claim for paym of retainage indicated above. I/We further covenant and agree to indemnify, defend and save harmless Owner and their successors and assigns from and against any claims, demands, losses, costs and expen (including attorney fees and expenses) incurred due to any such claim or demands against the Owner or or to the failure or inaccuracy of any statement or representation set forth herein.  CLAIMANT HAS READ THIS ACKNOWLEDGMENT AND UNDERSTANDS ITS CONTENTS AND ABSOLUTE AND UNCONDITIONAL NATURE. CLAIMANT HAS EXECUTED THIS ACKNOWLEDGME FREELY AND INTENTIONALLY BECAUSE ITS CONTENTS ARE TRUE AND ACCURATE IN / (signature of Trade Contractor)  (signature of Trade Contractor)					e one) cover
(through last approved C.O.)  Gross Billed to Date \$	We hereby certify that the following State	ement of Account	is accurate:		
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Telephone:

### EXHIBIT D STAFFING PLAN (INDICATES KEY PEOPLE)



## **EXHIBIT E**BASE HOURLY AND FRINGE BENEFIT RATES

	Base Hourly (\$)	Fringe Benefit (\$)	Extension (\$)
Home Office Personnel Project Executive Scheduling / Precon. Support Estimating Purchasing Vivarium Specialist Accounting	\$ ADJU	\$ JST PER PROJECT N	\$ EEDS
Assistant Purchasing Safety Engineer			
Odicty Engineer			
	Base Hourly (\$)	Fringe Benefit (\$)	Extension (\$)
Field Personnel			
Project Director Construction Manager	\$	\$	\$
Engineering Manager Area Superintendent MEP Superintendent	4 D. II J. G	T DED DDO FOT NE	-D0
Project Engineer MEP Engineer	ADJUS	T PER PROJECT NE	ED2
Assistant Engineer Administrative Assistant 1			
Administrative Assistant 2 Field Accountant			

### **EXHIBIT F**

GENERAL CONDITIONS{ TC "EXHIBIT C - PARTIAL [FULL] UNCONDITIONAL WAIVER OF LIEN AND RELEASE " \f C \l "1" }



### LABOR RATE CALCULATION SHEET

DATE:			CRAFT / TRADE:		
CONTRACTOR:			CLASSIFICATION:		Check if Prevailing Wage
PROJECT NAME:			UNION LOCAL No.:		Lineck if Prevailing Wage
PROJECT NUMBER: P-			DATE WAGE EXPIRES:		
In accordance with U-M Standard General Co completed sheet for each trade classification			HOURLY STRAIGHT	HOURLY 11/2 TIME	HOURLY DOUBL
project site. (A) TAXABLE BASE WAGE			\$	\$ -	s -
<u></u>			Ψ	Y   WALE	V
Taxable Fringes (Applied to Base Wage) Vacation/Holiday	0/ /	or \$	\$ -	\$	18
Others (specify)		JI 4	•	PER TRADE AGREEMENT	PER TRADE AGREEMEN
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