Note: Examples in [Italics]

Agreement for Construction Management Services

SCHEDULE OF PROJECT DETAILS

for the

[PROJECT NAME]

U-M Project No. P0000	
-----------------------	--

		O 1011 10,000 140. 1 00	00	
Agreer THE U or sup in effe	ment for Construction Mana NIVERSITY OF MICHIGAN erseded; only that portion o	agement Services dated N, and	Where an	and is incorporated into the between THE REGENTS OF y such item is amended, voided ded or superseded shall remain
<u>1.</u>	Description of Project	(Recital A of Agreement)		
<u>2.</u>	Schedules (Section 3.6	of Agreement)		
	The Design Professional	shall prepare the following	design bid sets	3:
	Title	Description		Bid Document Release Date From Design Professional to Construction Manager
	These dates are incorpor Section 3.6.	ated in the Construction M	lanager's Projed	ct Schedule in accordance with
	The Project Schedule Su	ubstantial Completion and	occupancy date	e for all areas of the Project is
	Additional established co	ntract milestone dates are	:	
	Description	Date		
<u>3.</u>	Construction Cost (Sec	ction 2.10 and Part 7 of Ag	reement)	
	A Fixed Limit of Construct for \$	tion Cost (FLCC) is hereby	established in a	ccordance with Section 2.10.12

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.

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	Costs

Pre-Construction Personnel (Lump Sum)	\$
Construction Personnel (Lump Sum)	Ф

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/par	rt time Safety Engi	neer may be re-	quired as d	directed by	the Owner	beginning
	[Month/Year]	to [Month/Year].	Total additional	personnel	cost for	the Safety	Engineer
	is	(\$). The cost	is not inclu	ided in the	Construction	Services
	Personnel total	l and monthly billing	schedule above.				

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 Base Hourly Rate and Fringe Benefit Rate used to develop the Lump Sum Construction Personnel.

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> Personnel	(Section 4.5 of Agreement)
---------------------	----------------------------

The Construction Manager's designated (<i>Project Director</i>) (<i>Project Manager</i>) 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>) fo He/She shall devote his full attention to the Work beginning on _	r 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.

- **Insurance** (Article 10 of the General Conditions) 8.
 - 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:

Form Date: January 31, 2014

.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

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

- .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 (\$) of Contract Revenue,
whic	n is the Construction Manager's actual cost of insurance.
	amount is included in the General Conditions total listed in Section 3 herein and will be billed r that Section.
Noti	ce Address for Construction Manager (Section 9.3 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
By
Timothy P. Slottow Executive Vice President and

Chief Financial Officer

Exhibit A

Construction Cost Control Summary (CCCS) Page 1 of 2

Bid Due Date Data as of *xx/xx/xx*Construction Management Firm: Firm's Name
Architect Engineer: Firm's Name
Project No. xxxxxx 9 2 8 M CD Estimate BP#4 2 9 2222 222222 \$0 7 Big ¥ 8 CD Estimate **** **** 8 2222 9 8888 2 H Bid 3P#2 2223 8 8 23 G Estimate BP#2 \$ 2 2 8 Ç E Bid BP#∯ 8 8 9 15 Design Release 7 Supposal 50
15 Bid Package 3.4
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15 Bid Package 3.4
16 Bid Package 3.6
17 Bid Package 3.6
18 Bid Package 3.6
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10 Bid Package 3.0 gsť 20 9 9 B SD Adjusted Total 8 University of Michigan
Architecture, Engineering and Construction Gross Renovation: 20 Design Release - Losgy necesser 3 stational 23 Design Release - Losgy necesser 3 stational 23 B de Reskage 4. - HWANGO Gloors & Hardware 34 Bit Package 4. - HWANGO Gloors & Hardware 35 Bid Package 4. - Capentry, Milhourk, Casework & Misc, Spot Bid Package 4. - Capentry, Milhourk, Casework & Misc, Spot Bid Package 4. - Painting & Vrnyl Fabric Wall Coverings 39 Bid Package 4. - Painting & Vrnyl Fabric Wall Coverings 41 Bid Package 4. - Painting & Vrnyl Fabric Wall Coverings 42 Bid Package 4. - Rebit Cachage 1. Resident Package 1. Resident Package 1. Resident Package 1. Pomputer Access Flooting 43 Bid Package 4. - Febric Acoustic Wall Panels 4. Bid Package 4. - Per Protection 4. Bid Package 4. - Per Protect 6 Design Release 2

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8 Bid Package 2D. Concrate Flatwork
9 Bid Package 2C. Structural & Misc. Steel
11 Bid Package 2C. - Evendation Waterproofing
11 Bid Package 2C. - Strayed On Fire 8 8 8 Design Release 1
Bid Package 1A - Site Prep., Site Cleaning Earth
Bid Package 1B - Contractors Parking Lot
Bid Package 1C - Temporary Electroal Service Design Release 3 Subtotal

Page 1 of 2

Exhibit A

Construction Cost Control Summary (CCCS) Page 2 of 2

Friged No. XXXXXX M N O P Q R CD Estimate Stid Award Variance Issue for

gst

University of Michigan Architecture, Engineeri

Bid Due Date

Participa Part	DD	Recordingtion Dates: 50														
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Subject Subj	State Stat	tion Cost Control Summary														
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Notes:
As Balcized Figures represent DD reconciled budget figures. All Bolded figures (with the exception of sublicities) represent low bid amounts or recommended awards.
Non-tialicized figures in the CD estimate and Base Bid columns represent reconciled 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.

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 #:			Inv	oice #:		Construct	ion Billing T	hrough:		
Project Title:			U-I	M Project #:						
Construction Management	t Firm:		Re	mit 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
Construction Base (Billed per attached Trade Contract	tor invoices)	0	(0	0	0%	0	0	0	0
General Conditions (Billed per attached expenditure de	•	0	(0	0	0%	0	0	0	0
Construction	n Subtotal	0		0 0	0	0%	0	0	0	O
Pre-Construction Personn (Billed per Schedule of Project Deta		0	(0 0	0	0%	0	0	0	O
Construction Personnel (Billed per Schedule of Project Deta	ails)	0	(0 0	0	0%	0	0	0	O
CM Fee (Billed per Schedule of Project Deta	ails)	0	(0	0	0%	0	0	0	O
CM Contingency (Authorized usage per Section 7.1.:	3.1)	0	(0	0	0%	0	0	0	O
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TOTAL AMOUNT - INVOIC	E#XX								0	

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

EXHIBIT CPARTIAL [FULL] ACKNOWLEDGMENT OF PAYMENT

I/We have a contract with			
the improvement to the property described	d as:		_ (the "Work") for
and hereby acknowledge payment in the provided through	amount of \$	for	labor/materials
This acknowledgment, together with all prall amounts due to me/us for contract imp			
I/We hereby certify that the following State	ement 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 (includin	g retainage)	\$	
There are no other amounts which are or prior to the date of this Acknowledgment, my/our Work. I/We on behalf of the under employees and all others claiming by, through does release and forever discharge the Comanner of actions, suits, debts, damages whatsoever, in law or in equity, that the unshall ever have had by reason of (i) work the date set forth above, or (ii) in any mail limitation, change orders, delays and field of retainage indicated above. I/We further Owner and their successors and assigns (including attorney fees and expenses) into the failure or inaccuracy of any statement.	and I/we have and kersigned and all trade bugh or under the uncommer and their resp s, judgments, expensionersigned or anyone performed or labor of nner connected with I conditions and exclusive er covenant and agree from and against anyourred due to any su	now of no unasserted claim e contractors, suppliers, madersigned, covenants and agective successors and assises, claims and demands or claiming by, through, or unfor material furnished for the such work, material, or labouding only the undersigned to indemnify, defend and claims, demands, losses, ch claim or demands against	is in connection with a terialmen, laborers, grees to release and gns, of and from all f any kind or nature der the undersigned improvement as of or, including without its claim for payment d save harmless the costs and expenses
CLAIMANT HAS READ THIS ACKNOWN ABSOLUTE AND UNCONDITIONAL NATERIES AND INTENTIONALLY BECARESPECTS.	TURE. CLAIMANT	HAS EXECUTED THIS AC	KNOWLEDGMENT
		(signature of Trade Con	tractor)
Signed on:		Address:	

Telephone:

EXHIBIT D STAFFING PLAN (INDICATES KEY PEOPLE)

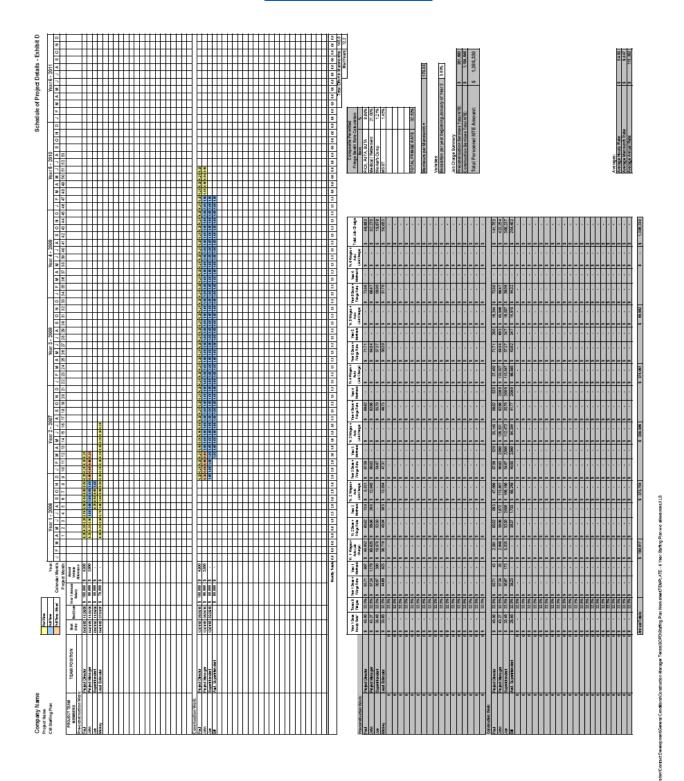


EXHIBIT EBASE HOURLY AND FRINGE BENEFIT RATES

	Base Hourly (\$)	Fringe Benefit (\$)	Extension (\$)
Home Office Personnel Project Executive Scheduling / Precon. Support Estimating Purchasing Vivarium Specialist Accounting Assistant Purchasing Safety Engineer	\$ ADJU	\$ JST PER PROJECT N	\$ NEEDS
	Base Hourly (\$)	Fringe Benefit (\$)	Extension (\$)
Field Personnel Project Director Construction Manager Engineering Manager Area Superintendent	\$	\$	\$
MEP Superintendent Project Engineer MEP Engineer Assistant Engineer Administrative Assistant 1 Administrative Assistant 2 Field Accountant	ADJUS	ST PER PROJECT NE	EDS

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/ 6	or \$	\$ -	\$	18
Others (specify)		JI 4	•	PER TRADE AGREEMENT	PER TRADE AGREEMEN
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onstruction Manager within e spreadsheet also contains and rotal respirint and submit t by rotal make part (500) (F) OVERHEAD & PROFIT Applied or class 195 making	10 days a sumr to the C	of receipt nary sheet onstructio	of, and as dire	cted by, the I Complete the the rate she	Notice of Aw summary sl ets.
onstruction Manager within e spreadsheet also contains TOTAL RESIDENT AND SUBMIT 1	10 days a sumr to the C	of receipt nary sheet onstructio	of, and as dire	cted by, the I Complete the the rate she	Notice of Aw summary sl ets.
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