

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 DETAILS 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 Where any such item is amended, voided or superseded; only that portion of such item not specifically amended, voided or superseded shall remain in effect.

1. Description of Project (Recital A of Agreement)

2. Schedules (Section 3.6 of Agreement)

The Design Professional shall prepare the following design bid sets:

Title	Description	Bid Document Release Date From Design Professional to Construction Manager
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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
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3. 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	\$

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.

5. 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.

b) Construction Manager's Personnel Costs

Pre-Construction Personnel (Lump Sum) \$ _____

Construction Personnel (Lump Sum) \$ _____

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/part time Safety Engineer may be required as directed by the Owner beginning [Month/Year] to [Month/Year]. Total additional personnel cost for the Safety Engineer is _____ (\$_____). The cost is not included in the Construction Services Personnel total 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.

6. **Personnel** (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 (*Project Manager*) (*Superintendent*) for the Work is _____. He/She shall devote his full attention to the Work beginning on _____.

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.

7. **Liquidated Damages** (Section 9.1 of Agreement)

Liquidated Damages shall be defined as follows:

Maximum = 25% of Construction Manager's Fee

Daily Reduction = $\frac{\text{Maximum}}{100}$

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

\$1,000,000 Products and Completed Operations 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.

c) Invoice Rate for Construction Manager's Insurance: _____
_____ Dollars (\$) per _____
_____ Dollars (\$) of Contract Revenue,
which is the Construction Manager's actual cost of insurance.

This amount is included in the General Conditions total listed in Section 3 herein and will be billed under that Section.

9. Notice Address for Construction Manager (Section 9.3 of Agreement)

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

10.

(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 2 of 2

Construction Cost Control Summary (CCCS)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Data as of xx/xx/xx																	
Construction Management Firm: Firm's Name																	
Architect/Engineer: Firm's Name																	
Project No. XXXXX																	
University of Michigan																	
Architecture, Engineering and Construction																	
Reconciliation Dates: SD DD CD																	
GPF																	
IG#																	
Gross Addition:																	
Gross Renovation:																	
Construction Cost Control Summary																	
Design Release/Bid Packages																	
54	CM Fixed Costs per SOP-C:																
55	General Conditions (Not to Exceed)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
56	CM Personnel (Lump Sum)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
57	CM Fee (Lump Sum)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
58	2 - Subtotal A/E Fixed Limit of Construction:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
59	Preconstruction Personnel (Lump Sum)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
60	Owner Contingency		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
61	CM Contingency (Not to Exceed)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
62	3 - Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
63	Value Engineering Needed		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
64	CM Fixed Limit of Construction		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
65	Change Orders/Revisions		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
66	Revised CM Fixed Limit of Construction		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ALTERNATES PER BID PACKAGE																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Total Estimate for this alternate																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Total Estimate for this alternate																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
Bid P#a Alternate #																	
TOTAL COST OF ALTERNATES TO DATE																	

Notes:
 AE (italicized) figures represent DD reconciled budget figures. All Bolded figures (with the exception of subtotals) represent low bid amounts or recommended awards.
 Non-italicized figures in the CD estimate and Base Bid columns represent reconciled CD estimates.
 For work awarded to date, positive variances accrue to Owner Contingency. Negative variances to be addressed by project team prior to award & next design release.
 1. CM Fixed Costs may not be revised from those included in the SOPD without prior written approval by the Owner.

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 #:	Invoice #:	Construction Billing Through:						
Project Title:		U-M Project #:							
Construction Management Firm:		Remit Address:							
Item	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 Contractor invoices)	0	0	0	0	0%	0	0	0	0
General Conditions (Billed per attached expenditure detail)	0	0	0	0	0%	0	0	0	0
Construction Subtotal	0	0	0	0	0%	0	0	0	0
Pre-Construction Personnel (Billed per Schedule of Project Details)	0	0	0	0	0%	0	0	0	0
Construction Personnel (Billed per Schedule of Project Details)	0	0	0	0	0%	0	0	0	0
CM Fee (Billed per Schedule of Project Details)	0	0	0	0	0%	0	0	0	0
CM Contingency (Authorized usage per Section 7.1.3.1)	0	0	0	0	0%	0	0	0	0
TOTALS	0	0	0	0	0%	0	0	0	0
TOTAL AMOUNT – INVOICE # XX								0	

EXHIBIT B
Sample Invoice

EXHIBIT C
PARTIAL [FULL] ACKNOWLEDGMENT OF PAYMENT

I/We have a contract with _____
_____ to provide _____ (the "Work") for
the improvement to the property described as: _____

and hereby acknowledge payment in the amount of \$ _____ for _____ labor/materials
provided through _____

This acknowledgment, together with all previous acknowledgments, if any, does/does not (circle one) cover
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 occurring
prior to the date of this Acknowledgment, and I/we have and know of no unasserted claims in connection with
my/our Work. I/We on behalf of the undersigned and all trade contractors, suppliers, materialmen, laborers,
employees and all others claiming by, through or under the undersigned, covenants and agrees to release and
does release and forever discharge the Owner and their respective successors and assigns, of and from all
manner of actions, suits, debts, damages, judgments, expenses, claims and demands of any kind or nature
whatsoever, in law or in equity, that the undersigned or anyone claiming by, through, or under the undersigned
shall ever have had by reason of (i) work performed or labor or material furnished for the improvement as of
the date set forth above, or (ii) in any manner connected with such work, material, or labor, including without
limitation, change orders, delays and field conditions and excluding only the undersigned's claim for payment
of retainage indicated above. I/We further covenant and agree to indemnify, defend and save harmless the
Owner and their successors and assigns from and against any claims, demands, losses, costs and expenses
(including attorney fees and expenses) incurred due to any such claim or demands against the Owner or due
to the failure or inaccuracy of any statement or representation set forth herein.

CLAIMANT HAS READ THIS ACKNOWLEDGMENT AND UNDERSTANDS ITS CONTENTS AND ITS
ABSOLUTE AND UNCONDITIONAL NATURE. CLAIMANT HAS EXECUTED THIS ACKNOWLEDGMENT
FREELY AND INTENTIONALLY BECAUSE ITS CONTENTS ARE TRUE AND ACCURATE IN ALL
RESPECTS.

(signature of Trade Contractor)

Signed on: _____

Address: _____

Telephone: _____

EXHIBIT E
BASE HOURLY AND FRINGE BENEFIT RATES

	<u>Base Hourly (\$)</u>	<u>Fringe Benefit (\$)</u>	<u>Extension (\$)</u>
Home Office Personnel			
Project Executive	\$	\$	\$
Scheduling / Precon. Support			
Estimating			
Purchasing			
Vivarium Specialist		ADJUST PER PROJECT NEEDS	
Accounting			
Assistant Purchasing			
Safety Engineer			

	<u>Base Hourly (\$)</u>	<u>Fringe Benefit (\$)</u>	<u>Extension (\$)</u>
Field Personnel			
Project Director	\$	\$	\$
Construction Manager			
Engineering Manager			
Area Superintendent			
MEP Superintendent			
Project Engineer		ADJUST PER PROJECT NEEDS	
MEP Engineer			
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 \ "1" }

