Note: Examples in [Italics]

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

#### **SCHEDULE OF PROJECT DETAILS**

for the

### [PROJECT NAME]

		U-M Project No. P0000	
REGE amen	ment for Professional Constr ENTS OF THE UNIVERSITY (	OF PROJECT DETAILS supplement of the supplement Services dated of MICHIGAN, and only that portion of such item not	d between THE Where any such item is
1.	Description of Project (R	ecital A of Agreement)	
2.	Schedules (Section 3.7 of	Agreement)	
	The Design Professional sh	nall prepare the following design bid	sets:
			Bid Document Release
	Date		From Design Professional
	to Title	Description	Construction Manager
	These dates are incorpora with Section 3.7.1 of the Ag	ated in the Construction Manager's greement.	Project Schedule in accordance
	The Project Schedule Subs	stantial Completion and occupancy o	date for all areas of the Project is
	Additional established contr	ract milestone dates are:	
		Description	Date

#### 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 2.10.7 for \$

DESCRIPTION	AMOUNT
Construction Base (Trades & Supply Contracts)	\$
General Conditions Items	
Construction Base Subtotal	\$
Construction Manager's Fee (based on Construction Base Subtotal)	
Insurance Premiums included in Fee \$	
Construction Manager's Pre-Construction Personnel	
Construction Manager's Construction Personnel	
Construction Manager's Contingency	
Fixed Limit of Construction Cost	\$

The components of this Fixed Limit of Construction Cost 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. **Pre-Construction Phase Services** (Section 3.8 of Agreement)

The Construction Manager shall prepare and update detailed cost estimates in accordance with Section 3.8 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 3.8.4, 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

<u>Construction Services</u> - 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.

Draft Date: 12/15

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:

	2015	2016	2017	2018	2019
January	\$	\$	\$	\$	\$
February	\$	\$	\$	\$	\$
March	\$	\$	\$	\$	\$
April	\$	\$	\$	\$	\$
May	\$	\$	\$	\$	\$
June	\$	\$	\$	\$	\$
July	\$	\$	\$	\$	\$
August	\$	\$	\$	\$	\$
September	\$	\$	\$	\$	\$
October	\$	\$	\$	\$	\$
November	\$	\$	\$	\$	\$
December	\$	\$	\$	\$	\$

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

Draft Date: 12/15

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
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 4.6 of the 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.
[Choo	se 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</u> 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 are 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 2.10.3.2(a).
c)	General Conditions
	General Conditions shall be allowed as listed in Exhibit F.
6.	Personnel (Section 4.6 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> ) 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 4.6.1.1 and 4.6.1.2 of the Agreement.

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

The parties (i) agree that the damages which the Owner will sustain as a result of a failure to meet the date of Substantial Completion set forth in the Construction Schedule are difficult or impossible to determine with certainty and (ii) in good faith estimate and set forth as fair compensation (and not as a penalty) "Liquidated Damages" to be based upon the actual date Substantial Completion is achieved, as follows:

Substantial Completion is ac	hieved, as follows:				
Maximum =	25% of Construction Mar	nager's Fee			
Daily Reduc	tion = <u>Maximum</u> 100				
The amount of reduction p				e total liqu ).	idated
The total liquidated damage total amount included above		Contractors' con	tracts ma	y not exce	ed the
Notice Address for Constru	uction Manager (Section	ı 9.3 of Agreeme	nt)		
Company N	am a				

Company Name Street or PO Box City, State, Zip

City, State, Zip
Attention: Name of Individual

9. Additional Items:

<u>8.</u>

Draft Date: 12/15

### 

CM Agreement – Schedule of Project Details
Draft Date: 12/15

#### **Exhibit A**

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

University of Michigan Gross Addition: Architecture, Engineering and Construction Gross Renovation: Reconciliation Dates: SD	Gross Addition: Gross Renovation:	98											Constructk	on Managem Architect	Data as of xx/xx/xx Construction Management Firm: Firm's Name Architect Engineer, Firm's Name	f xxixxixx n's Name n's Name	
Project Name CD Construction Cost Control Summary															Project No. xxxxx	o. xxxxxx	
	B S0 Adiusted	DD Adinehad	O Continuedo	m g	u.	9 1	# 2		ا بر د د		7	*	₹ ;	0		Ċr.	æ
/Bid Packages		Total	3P#1	BP##	SP#1	CO Esumare BP#2	BP#2	Award BP#2	CD Estimate BP#3	BP#3		CD Estimate BP#4	Bid SP#4	Award BP#4 A	Variance Award to CD		Bid Out
Design Release 1     Bat Package 1A - Site Prep., Site Clearing, Earthwork & Site Utitities	k & Site Utifities					0\$	ŝ	0\$	S	0\$	22	9	S	9	2		
3 Bid Package 18 - Contractors Parking Lot						05	9	<b>9</b>	8	2	20	<b>S</b>	₽.	9	. S		
5 Design Release 1 Subtotal	0\$	S <sub>4</sub>	0\$	9	9	G 54	S S	2 2	<b>3</b> 2 53	S. S	S, 5	<b>3</b> 5	<b>\$</b>	2 5	S, S		
6 Design Release 2 7 Bid Package 2A - Concrete Foundations							:	:	G 47	; ;	; ;	. 5	\$ \$	, ,	<b>\$</b> \$		
8 Bid Package 28 - Concrete Flatwork a Bid Backage 20 - Structural & Man. Stand									3	9.	S	<b>3</b>	8	3 3	3 23		
									S S	8 8	88	S. S.	2, 2	2 2	88		
11 Bid Package 2E - Sprayed On Fireproofing & Insulation	ation								25	<b>S</b>	S.	<b>S</b>	<u> </u>	<b>3 2</b>	8 8		
	5	<b>9</b>	9	2	9	Ş	Ş	Ş	8 F	g, 5	8 9	8 5	<b>3</b> 5	<b>G</b> 5	8 5		
Design Release			!		;	}	}	}	3	\$	\$	\$	2	<b>2</b>	Ž.		
10 and Package 3A - Masonty 15 Rkt Parkage 3B - Draitest Congrete												8	23	<b>9</b>	<b>9</b>		
	wall and Automa	tic Doors Opn										8 8	S 5	<b>8</b> 5	8 8		
	sphings	•										3	2	3	; ⊊		
19 Bid Package 3E - Kough Carpentry 20 Bid Package 3E - Metal Papels Cannov Col. Covers												8 1	S :	<b>Q</b>	S. :		
												8 5	8 8	2, 5	8 5		
22 Bid Package 3H - Exterior Caulking, Expansion Joints and Joint Seatants	ts and Joint Sea	lants										몷	8	\$ <b>\$</b>	3		
												23.5	S :	ន្ត៖	<b>S</b>		
												3 5	2 2	3 8	3 8		
26 Bid Package 3L - Site Utilities												<b>Q</b>	0\$	\$	8		
												8	₽ \$	8	S. 1		
												G 5	S 5	8 8	8 8		
Bid Package 3P												3 23	3 3	3	3 3		
	0\$	\$0	0\$	9	\$	0\$	8	\$0	0\$	<b>\$</b>	<b>Q</b>	2	9	2	<b>2</b>		
22 Design Release 4																	
34 Bid Package 46 - Drywall/Acoustic/EiffS															G 6		
	Wisc. Specialitles														2 5		
	salings.														; S		
															S,		
38 Bid Package 4F - Painting & Vinyl Fabric Wall Coverings 20 Bid Backage 4C 1122 Tal.	rlngs														9,		
															G :		
47 Bid Package 41 - Resilient Flooring and Carpeting															8 8		
															3 53		
															2 2		
44 Bld Package 4L - Fire Protection															9\$		
40 SIG Package 4M - Pitimong															20		
47 Bid Package 40 - Building Temperature Controls															8 8		
48 Bld Package 4P - Electrical															2 2		
49 Bid Package 4Q - Window Treatments	;	;	:	;		٠									03		
50 Design Cootingency	Q\$	\$0	<b>9</b>	Ç.	2	<b>\$</b>	S.	03	0\$	90	<b>S</b>	0\$	05	<b>9</b>	0\$		
52 Owner Reserve																	
53 1 - Subtotal - Construction Trade Costs:	0\$	20	0\$	Ş	S.	0\$	S	95	0\$	S.	80	90	0\$	9\$	Sŧ.		

Date

#### **Exhibit A**

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

University of Michigan	Grass Addition:	gst													Data	Data as of xx/xx/xx	
Ing and Construction concliation Dates: SD	Grass Renovation;	gs.											Construc	tion Managr Archite	Construction Management Firm: Firm's Name Architect Engineer. Firm's Name	Firm's Name	
00															Project	Project No. xxxxxx	
Project Name CD																	
Construction Cost Control Summary																	
4	ŒĮ	U	Q	ų		ø	×	-	7	×	7	2	2	0	ď	0	Œ
Design Releases/Bid Packages	SD Adjusted Total	DO Adjusted Total	CD Estimate	Bld #48	Award	CD Estimate	Bid BP#2	Award BP#2	CD Estimate	Bjd Bp#3	-	CD Estimate	u	Award	Variance Award to CD	<u>ss</u>	Rich Due Cate
54 CM Fixed Costs per SOPO:				***************************************	ļ								ŧ				
55 General Conditions (Not to Exceed)			050	80	20	30	CS	9		U	20	C.	95	U.S.			
56 CM Personnel (Lumo Sum)			<b>Q</b>	20	SO	05	S	3		9	. U.S.	, C	S	- G			
57 CM Fee (Lump Sum)			2	2	S	20	2	3	S	8	8	25	9	25			
58 2 - Subtotal AIE Fixed Limit of Construction:	20	\$0	2	23	20	\$0	Q.	S		8	. S	8	2		\$0		
59 Preconstruction Personnel (Lump Sum)			9	S	S	\$0	20	S		000	S	9	99	20.5			
60 Owner Contingency																	
61 CM Contingency (Not to Exceed)			0\$	9	\$0	20	0\$	9	20	80	20	20	20	20			
62 3 - Total;	0\$	\$0	0\$	\$0	\$0	0\$	\$0	0\$	<b>9</b>	20	<b>S</b>	\$0	2	S	20		
63 Value Engineering Needed																	
64 CM Fixed Limit of Construction	83	20	0\$	\$0	\$0	0\$	20	9	<b>9</b>	\$0	<b>S</b>	0\$	5	<u>Ş</u>	20		
65 Change Orders/Revisions																	
66 Revised CM Fixed Limit of Construction	20	0\$	<b>9</b>	<b>₽</b>	<b>9</b>	9	<b>9</b>	9	<b>9</b>	\$0	\$0	0\$	\$0	2	0\$		
ALTERNATES PER BID PACKAGE																	
Bid Par Atternate #		49		4													
Bid Par Alternate #		. 01		,													
Bid Pa₁Alternate #		49		4													
Total Estmate for this alternate	Hernete	S		*													
Bid Pa Alternate #		50		S													
Bid Par Alternate #		49		4													
Bid Pa Alternate #		43		4													
Total Estmate for this alternate	ilternafe	4		*													
Bid Par Alternate #		S		*													
Bid Pa Alternate #		4		"													
Bid Par Alternate #		G.		•													
Bid Par Alternate #		49		*													
Bld Par Alternate #		V <del>3</del>		••													
Bid Par Atternate #		69		•													
TOTAL COST OF ALTERNATES TO DATE		•		"													

Notes:

All flaticized Figures represent DD reconciled budget figures. All Bolded figures (with the exception of subicials) represent low bid amounts or recommended awards.

All flaticized Figures in the CD estimate and Base Bid columns represent reconciled CD estimates.

Non-traitized figures in the CD estimate and Base Bid columns represent reconsilegency. Negative variances to be addressed by project team prior to award & next design release.

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.

#### 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

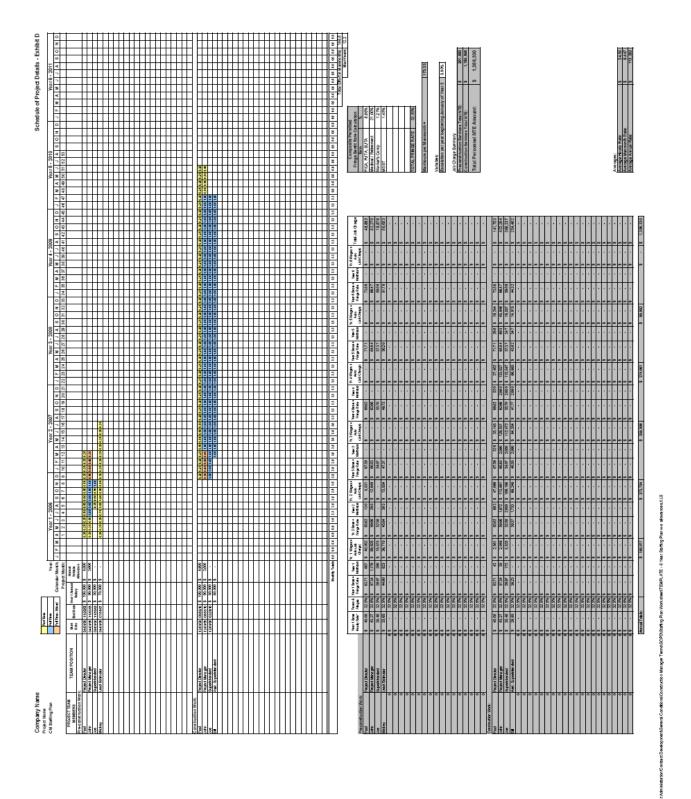
Date: PO #:		invo	ICE #:		Construct	ion Billing I	nrougn:		
Project Title:		U-M	Project #:						
Construction Management Firm:		Rem	it Address:						
Item	Original Contract Amount	Owner Change Orders	CM Contingency and Other CM Approved Revisions	Current Revised Contract Amount thru CO# XX	Percent Complete	Total Earned Less Retainage	Previously Billed	Current Amount Due	Balance to Finish
Construction Base (Billed per attached Trade/Supply 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
<b>CM Fee</b> (Billed per Schedule of Project Details)	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 Contingency (Allowed only per Agreement 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	

CM Agreement - Schedule of Project Details Draft Date: 12/15

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

I/We have a contract with				
to provide the improvement to the property described a				_(the "Work") for
and hereby acknowledge payment in the am provided through	ount of \$		for	labor/materials
This acknowledgment, together with all previall amounts due to me/us for contract improv				
I/We hereby certify that the following Stateme	ent of Accoun	t 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 re	etainage)	\$		
prior to the date of this Acknowledgment, a with my/our Work. I/We on behalf of the laborers, employees and all others claiming release and does release and forever discharand from all manner of actions, suits, debts kind or nature whatsoever, in law or in equity the undersigned shall ever have had by real improvement as of the date set forth above labor, including without limitation, change undersigned's claim for payment of retain indemnify, defend and save harmless the Claims, demands, losses, costs and expensions such claim or demands against the Own representation set forth herein.	undersigned a by, through o arge the Owners, damages, ju y, that the underson of (i) wor e, or (ii) in an orders, delanage indicated Owner and the ses (including	and all trade contrar under the undersigner and their respective undersets, expensed lersigned or anyone or keyerformed or labory manner connecterys and field condict above. I/We fureir successors and attorney fees and externey	actors, supported, coverning success, claims are claiming by or or materid with such tions and curther covernassigns froexpenses) in	pliers, materialmen, mants and agrees to cors and assigns, of and demands of any y, through, or under tal furnished for the n work, material, or excluding only the nant and agree to m and against any nourred due to any
CLAIMANT HAS READ THIS ACKNOWLI ABSOLUTE AND UNCONDITIONAL NATULE FREELY AND INTENTIONALLY BECAUS RESPECTS.	RE. CLAIMAI	NT HAS EXECUTE	D THIS AC	KNOWLEDGMENT
Signed on:		(signature of Address:		•

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



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

\$ ADJU	\$ JST PER PROJECT N	\$ EEDS
Base Hourly (\$)	Fringe Benefit (\$)	Extension (\$)
\$	\$	\$
ADJUS	T PER PROJECT NEI	EDS
	ADJU Base Hourly (\$)	ADJUST PER PROJECT N  Base Hourly (\$) Fringe Benefit (\$)

## **EXHIBIT F**GENERAL CONDITIONS

CM Agreement – Schedule of Project Details Form Date: 11/15