

Note: Examples in [Italics]

Agreement for Professional 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 Professional 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 Where any such item is amended, voided or superseded; only that portion of such item not specifically amended, voided or superseded shall remain in effect.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 3.7 of Agreement)

The Design Professional shall prepare the following design bid sets:

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

These dates are incorporated in the Construction Manager's Project Schedule in accordance with Section 3.7.1 of the Agreement.

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

Additional established contract 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

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:

	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.]

- 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 4.6 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.

[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 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 (*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 4.6.1.1 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:

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

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

9. Additional Items:

10. Signatures:

(FIRM NAME)

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Construction Manager

Owner

By _____
(Signature)

By _____
Kevin P. Hegarty
Executive Vice President and Chief Financial Officer

(Printed Name)

(Title)

FINAL DRAFT

Exhibit A

Construction Cost Control Summary (CCCS)

Page 1 of 2

Construction Cost Control Summary (CCCS)

University of Michigan
 Architecture, Engineering and Construction
 Reconciliation Dates: SD DD CD

Grosse Pointe
 Gross Renovation
 Reconciliation Dates: SD DD CD

Project Name
 Construction Cost Control Summary
 A

Construction Management Firm: *xxxxxx*
 Architect/Engineer: *xxxxxx*
 Project No. *xxxxxx*

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
	SD	DD	Adjusted	CD	Bid	Award	CD	Bid	Award	CD	Bid	Award	CD	Bid	Award	Variance	Issue for		
	Total	Total	Total	Estimate	BP#1	BP#1	Estimate	BP#2	BP#2	Estimate	BP#3	BP#3	Estimate	BP#4	BP#4	Award to CD	Bid	Bid Due Date	
1 Design Release 1																			
2 Bid Package 1A - Site Prep, Site Clearing, Earthwork & Site Utilities																			
3 Bid Package 1B - Contractors Parking Lot																			
4 Bid Package 1C - Temporary Electrical Service																			
5 Design Release 1 Subtotal																			
6 Design Release 2																			
7 Bid Package 2A - Concrete Foundations																			
8 Bid Package 2B - Concrete Flatwork																			
9 Bid Package 2C - Structural & Misc. Steel																			
10 Bid Package 2D - Foundation Waterproofing																			
11 Bid Package 2E - Sprayed On Fireproofing & Insulation																			
12 Bid Package 2F - Hydraulic Elevators																			
13 Design Release 2 Subtotal																			
14 Design Release 3																			
15 Bid Package 3A - Masonry																			
16 Bid Package 3B - Pre-cast Concrete																			
17 Bid Package 3C - A/Glass Windows, Doors, Curtainwall and Automatic Doors Opn																			
18 Bid Package 3D - Membrane Roofing and Metal Flashings																			
19 Bid Package 3E - Rough Carpentry																			
20 Bid Package 3F - Metal Panels, Canopy, Col. Covers																			
21 Bid Package 3G - Skylights																			
22 Bid Package 3H - Exterior Caulking, Expansion Joints and Joint Sealants																			
23 Bid Package 3I - Fixed Aluminum Wall Louvers																			
24 Bid Package 3J - Dock Equipment																			
25 Bid Package 3K - Overhead Doors																			
26 Bid Package 3L - Site Utilities																			
27 Bid Package 3M - Site Concrete																			
28 Bid Package 3N - Bituminous Paving																			
29 Bid Package 3O - Unit Brick Pavers																			
30 Bid Package 3P - Landscaping																			
31 Design Release 3 Subtotal																			
32 Design Release 4																			
33 Bid Package 4A - HM/Wood Doors & Hardware																			
34 Bid Package 4B - Drywall/Acoustic/EIFS																			
35 Bid Package 4C - Carpentry, Millwork, Casework & Misc. Specialties																			
36 Bid Package 4D - Glazing & Specialty Steel Stairs/Railings																			
37 Bid Package 4E - Food Service Equipment																			
38 Bid Package 4F - Painting & Vinyl Fabric Wall Coverings																			
39 Bid Package 4G - Hard Tile																			
40 Bid Package 4H - Auditorium Seating																			
41 Bid Package 4I - Resilient Flooring and Carpeting																			
42 Bid Package 4J - Computer Access Flooring																			
43 Bid Package 4K - Fabric Acoustic Wall Panels																			
44 Bid Package 4L - Fire Protection																			
45 Bid Package 4M - Plumbing																			
46 Bid Package 4N - HVAC																			
47 Bid Package 4O - Building Temperature Controls																			
48 Bid Package 4P - Electrical																			
49 Bid Package 4Q - Window Treatments																			
50 Design Release 4 Subtotal																			
51 Design Contingency																			
52 Owner Reserve																			
53 Subtotal - Construction Trade Costs:																			

Exhibit A

Construction Cost Control Summary (CCCS)

Page 2 of 2

Construction Cost Control Summary (CCCS)

Project Name		Gross Addition:		Data as of: <i>xx/xx/xx</i>		Construction Management Firm: <i>Firm's Name</i>		Architectural Engineer: <i>Firm's Name</i>		Project No. <i>xxxxx</i>	
A		B		C		D		E		F	
Construction Cost Control Summary		SD Adjusted Total		DD Adjusted Total		CD Estimate BP#1		Bid BP#1		Award BP#1	
Design Releases/Bid Packages		Total		Total		BP#2		BP#2		BP#2	
54 CM Fixed Costs ¹ per SOPD:		Total		Total		BP#3		BP#3		BP#3	
55 General Conditions (Not to Exceed)		\$0		\$0		\$0		\$0		\$0	
56 CM Personnel (Lump Sum)		\$0		\$0		\$0		\$0		\$0	
57 CM Fee (Lump Sum)		\$0		\$0		\$0		\$0		\$0	
58 2 - Subtotal A/E Fixed Limit of Construction:		\$0		\$0		\$0		\$0		\$0	
59 Preconstruction Personnel (Lump Sum)		\$0		\$0		\$0		\$0		\$0	
60 Owner Contingency		\$0		\$0		\$0		\$0		\$0	
61 CM Contingency (Not to Exceed)		\$0		\$0		\$0		\$0		\$0	
62 3 - Total:		\$0		\$0		\$0		\$0		\$0	
63 Value Engineering Needed		\$0		\$0		\$0		\$0		\$0	
64 CM Fixed Limit of Construction		\$0		\$0		\$0		\$0		\$0	
65 Change Orders/Revisions		\$0		\$0		\$0		\$0		\$0	
66 Revised CM Fixed Limit of Construction		\$0		\$0		\$0		\$0		\$0	
TOTAL COST OF ALTERNATES TO DATE		\$		\$		\$		\$		\$	
ALTERNATES PER BID PACKAGE											
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Total Estimate for this alternate		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Total Estimate for this alternate		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
Bid P#s Alternate #		\$		\$		\$		\$		\$	
TOTAL COST OF ALTERNATES TO DATE		\$		\$		\$		\$		\$	

Notes:
All 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/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
CM Fee (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	

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 D STAFFING PLAN (INDICATES KEY PEOPLE)

Schedule of Project Details - Exhibit D

Company Name Project Name CM Staffing Plan	Year 1 - 2006												Year 2 - 2007												Year 3 - 2008												Year 4 - 2009												Year 5 - 2010												Year 6 - 2011																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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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			

FINAL DRAFT

EXHIBIT F
GENERAL CONDITIONS

FINAL DRAFT