

TO BE UTILIZED FOR SOPD <5M - WILL BE ISSUED TO A/E IN THE FORM OF A PURCHASING CONTRACT

Note: Instructions for Completing in *[Italics]*

THIS AGREEMENT (“Agreement”) is effective from and after the _____ day of _____, 20____, by and between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan constitutional corporation having its principal office at Ann Arbor, Michigan (“the Owner”), and _____, a _____ having its principal office at _____ (the “Design Professional”):

SCHEDULE OF PROJECT DETAILS

(Form Date: CM July 2018; Rev. 12/18, 9/25)

for the

**Agreement Between Owner and Design Professional
for Construction Manager Projects**

(Form Date: CM July 2018; Rev. 9/22, 2/25, 10/25)

<https://umaec.umich.edu/wp-content/uploads/2025/10/251003-CM-Design-Prof-Agreement.pdf>

[BUILDING NAME]

[PROJECT NAME]

U-M Project No. P _____

This SCHEDULE OF PROJECT DETAILS (SOPD) supplements and is incorporated into the Agreement Between Owner and Design Professional dated <Date of Agreement> between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, and <Firm Name>.

1. Project Description (Agreement §2.1)

[UM Project Name and Project Description]

2. “Fixed Limit of Construction Cost” (Agreement §1.3 and Article 7)

\$ _____

3. Basic Lump Sum Fee (Agreement §4.1)

The Basic Lump Sum Fee is \$_____. This is a lump sum amount which is compensable for completion of the professional services for the project and payable in accordance with the payment schedule detailed herein.

Note: *The language highlighted below is to be used in DRAFT versions of the SOPD only for purposes of calculating the Basic Lump Sum Fee. When the final SOPD is executed, this language will be removed since the fee is administered as a Lump Sum.*

The Basic Lump Sum Fee is a sum calculated by multiplying the agreed upon fee percentage, _____%, times the Fixed Limit of Construction Cost, regardless of what the actual Construction Cost may turn out to be. (For AEC DMs, please see Project Management Manual section 4 for guidelines regarding agreed upon fee calculation.)

The basic fee percentage is derived by the following formula:

$$\text{basic fee percentage} = \frac{34}{\text{Log}_{10} [\text{construction cost}/85]}$$

$$\text{Log}_{10} [\text{construction cost}/85]$$

The Basic Lump Sum Fee includes the following field observation during the construction period:

<u>Hours per Week</u>	<u>Firm Name</u>	<u>Type of Architect/Engineer</u>
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4. Sub-consultants (Agreement §1.18)

Sub-consultants that are included in the Basic Services are as follows:

<u>Firm Name</u>	<u>Type of Architect/Engineer</u>
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5. Reimbursable Expenses Allowance (Agreement Article 5)

An allowance of \$_____ is provided for reimbursable expenses as defined in Article 5 of the Agreement.

These guidelines are for Design Professionals and their Sub-consultants and these expenses shall be reimbursed in accordance with the Owner's current "AEC Reimbursement Expense Guidelines" (available at <https://umaec.umich.edu/for-vendors/contracts-agreements/terms-and-conditions-for-professional-services-2/>). In no case shall any reimbursement include markup or exceed the limits set forth therein.

6. Extra Services (Agreement Article 6)

Services of additional Sub-consultants required and pre-approved extra services which are not included in the Basic Fee are as follows:

Firm Name Type of Architect/Engineer Additional Fee

Total \$ _____ (*Allowance or Lump Sum*)

The following additional field observation will be provided for a total Extra Service fee of \$ _____.

Hours per Week Firm Name Type of Architect/Engineer

An additional allowance of \$ _____ is provided for extra services that may be created and defined during the project execution as described in Article 6 of the Agreement.

7. Requests for Payment (Agreement §4.1.1)

The Design Professional’s requests for payment shall be proportioned for each phase of service in accordance with the following schedule:

Schematic Design Phase	20%
Design Development Phase	20%
Construction Documents Phase	40%
Construction Services Phase	20%

8. Design Packages (Agreement §1.16)

The following is the title and description for each of the [*insert number of design packages*] separate Design Packages that are to be prepared for this project:

Title Description Bid Document Release Date

9. Preliminary Design Schedule (Agreement §1.15.1)

Milestone dates for the design and services are as follows:

	Start	Finish
Schematic Design (including Owner Review)	_____	_____
Design Development (including Owner Review)	_____	_____
Construction Documents (and Bid and Award)	_____	_____
Construction Services (including Commissioning)	_____	_____

10. Furnishings and Equipment Layout (Agreement §3.3.2)

The Design Professional is to provide the following as a Basic Service under the Agreement: [*choose one, other will be deleted*]

- Review the preliminary furnishings and equipment layout provided by the Owner’s Representative to assure compliance with architectural, structural, electrical, plumbing and mechanical systems.
- Prepare a furnishings and equipment layout and submit it to the Owner’s Representative for review and comment.

11. Interior Design and Furnishing Services (Agreement §3.4.6)

The Design Professional is to provide the following as a Basic Service or pre-approved extra services under the Agreement: *[defined by the Design Manager]*

12. Insurance (Agreement §11.2)

The Design Professional shall promptly obtain and maintain the following insurance coverages:

- A. Commercial General Liability for bodily injury and property damage including contractual liability with limits not less than \$1 million per occurrence and \$2 million aggregate and naming the Regents of the University of Michigan as an additional insured.
- B. Auto Liability for owned, hired, or leased vehicles with a combined single limit not less than \$1 million.
- C. Worker’s Compensation adequate to meet State of Michigan statutory limits. Employers Liability with a limit not less than \$500,000 per occurrence.
- D. Professional Liability, on a **claims made** basis, with limits of _____. (Fill in the blank with the amount of coverage that the firm maintains with that being no less than the figure indicated below.) Any and all limits shall be considered available to support the indemnification included in this agreement.

<u>Fixed Limit of Construction Cost</u>	<u>Minimum PL Coverage</u>
\$0 – 50 million	\$2 million
Over \$50 million	\$5 million

13. Other Additions and Changes to Agreement (if any)

14. Summary of Compensation Amounts

Basic Fee (Lump Sum)	\$ _____
Reimbursable Expenses (Allowance)	\$ _____
Additional Sub-consultants and pre-approved extra services (Allowance)	\$ _____
Additional Field Observation (Allowance)	\$ _____
Extra Services (Allowance)	\$ _____
Total Agreement Amount	\$ _____

Notice

The signed Acknowledgement must be received from Design Professional within thirty (30) days from this Purchasing Contract issuance date. Until the University receives the signed Acknowledgement, all payments to the Design Professional will be withheld for the scope outlined in this SOPD. Failure to provide the signed Acknowledgement to the University within the thirty (30) days may result in revocation of the award of the Contract and termination of all activity of the Design Professional related to this University of Michigan project.

Acknowledgement

The Design Professional hereby acknowledges receipt, acceptance and agreement to the scope, amount and all other terms of this Purchasing Contract as outlined above. By signing below, the undersigned warrants that she/he is an authorized agent of the Design Professional and has full authority to sign this document on its behalf.

(FIRM NAME)

The Design Professional

By _____
(Signature)

(Printed Name)

(Title)

Return signed copy via email to: AEC-Contracts@umich.edu

Send Payment Request referencing Purchasing Contract Number and AEC Project Number to:
AEC-Invoices@umich.edu