

# AGREEMENT FOR PROFESSIONAL SERVICES

WITH

(COMPANY NAME)

(DATE)



This Agreement authorizes the Professional to provide services as described herein.

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**PART I: PROJECT AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made this 30th day of November Two Thousand Ten, between the Board of Trustees of Western Michigan University, a constitutional body corporate, City of Kalamazoo, State of Michigan, hereinafter referred to as the University, and,

Name &  
Address of PROFESSIONAL Firm

the prime Professional Service Contractor, hereinafter called the Professional.

The Professional shall provide the Professional services as described herein for the following project:

University's Project Title: Project Title

University's Project No.: Proj. No.                      Professional's Project No.: Proj. No.

University's Project Description: Brief Description of project.

**ARTICLE 1.1: AGREEMENT DOCUMENTS**

This agreement includes the following documents:

1. The Agreement for Professional Services between the Board of Trustees of Western Michigan University and ( Professional's Name), dated \_\_\_\_\_.
2. The PSC's Proposal.
3. WMU's Request for Proposal.
4. Any other document included as part of this agreement.

In the event of conflict between the above listed documents the provisions of this Agreement (item 1) shall prevail.

**ARTICLE 1.2: PROJECT DESCRIPTION**

**1.2.1 PROJECT OBJECTIVE:**

"example: The Facility for the Visual Arts is a Western Michigan University project initiated to consolidate the teaching and learning facilities of the School of Art into one location. The purpose of the new facility is to provide classroom, studio, and exhibition spaces appropriate for instruction of the visual arts that meet health and safety regulations and the requirements of the National Association of School's of Art and Design Accreditation Standards."

**1.2.2 PHYSICAL PARAMETERS:**

"Example: Western Michigan University has defined the partial renovation of Kohrman Hall and the adjacent site next to Dalton Center as the new location for the School of Art."

**1.2.3 THE UNIVERSITY PROGRAM:**

"Example: During the selection process and pre-contract session, the University provided the architect with The Pre-Design Report (July 2002); the Pre-Design Report Appendix (July 2003) and the University's 2001 Pre-project Program. The Professional is expected to use the information provided in these reports as the base line for preparing the project direction."

**1.2.4 LEGAL PARAMETERS:**

“Example: The University has on file and will provide a number of previously prepared building audits, site surveys, the University Master Plan, contextual data and restrictions relative to the project site. The Professional is to incorporate the existing data as a base line for planning the project site.”

**1.2.5 TIME PARAMETERS:**

“Example: The University will provide the Professional with University schedules that are to be included in the Project’s time line. The Professional shall schedule completion of Phase 500 documents for not later than November 1, 2004. “

**1.2.6 PROJECT DELIVERY METHOD:**

“Example: The University has contracted with a construction management firm, the CSM Group of Galesburg, MI. that will be an active member of the project team through all phases of the project. The Construction Manager will also be the Constructor (AIA Document A121/CMc and AGC Document 565 with Western Michigan University General Conditions of the Contract for Construction).”

**ARTICLE 1.3: RESPONSIBILITIES****1.3.1 THE UNIVERSITY’S RESPONSIBILITIES**

- a. The University shall designate the University Project Manager and specific representatives to act on behalf of the University. At appropriate points in the process, the University Project Manager will identify University personnel to be included in the design process.
- b. The University Project Manager shall serve as the principle contact for the Professional for the duration of the project and will be responsible for obtaining acceptances from University administration and responsible parties.
- c. The University Project Manager will initially establish the scope of the project that will be defined in terms of the limits of the program, the preferred quality level and project cost. The Project Manager will provide direction and clarification on the project and the expectations of the Agreement and will give the Professional written notice of any change in the scope of the project.
- d. The University shall prepare and furnish to the Professional, if considered necessary, a written outline, University Program/ Project Statement, of requirements reasonably necessary to enable the Professional to perform its services.
- e. The University shall establish a maximum cost for the project. The University Project Manager will provide the standard format for reporting the total project costs.
- f. The University Project Manager shall provide and review with the project team its “standards and design guidelines” early in the process so that the Professional is able to incorporate the University requirements in the early phases of the design. Any deviation will require justification and acceptance in writing from the University.
- g. The University shall provide the Professional with pertinent project dates and key milestone dates.
- h. The University may furnish at its own expense and option Construction Management Services.
- i. The University shall provide the Professional, if requested, with available information, documentation, as-built and record drawings, existing system and infrastructure information, surveys and such other requirements as may be necessary to enable the Professional to perform their services. The furnishing of the information by the University shall not relieve the Professional of the responsibility to evaluate the information and to notify in writing of any additional information needed or services requested from the owner in order to perform its

services. The University does not warrant or guarantee the accuracy of any of the provided information.

- j. The University shall secure and pay for all project testing required for the project.
- k. The University Project Manager shall coordinate the University specialized personnel review of documents prepared by the Professional in a timely manner and in accordance with the project schedule. The review by the University representatives shall be solely for the purpose of determining whether such documents are generally consistent with the University's programmatic intent. No review of such documents shall relieve the Professional of any of its responsibilities.

### **1.3.2 THE PROFESSIONAL'S RESPONSIBILITIES**

- a. The Professional shall name the firm's (a) Professional in Charge, and (b) Project Manager that will serve as the University's primary communication contact with the Professional and who will have the responsibility of coordinating the services performed by the Professional's project staff and consultants.
- b. The Professional shall provide, for this project, lead personnel that are currently licensed under the laws of the State of Michigan for practice of Architecture and/or Engineering.
- c. The Professional shall provide all Professional services, technical staff and support personnel necessary to achieve the project for the University and within the fee herein authorized.
- d. Such services shall comprise, without exception, all Professional disciplines and expertise needed to meet all requirements of the scope of work outlined in the University's Program/Project Statement.
- e. Services shall be within the budget amount authorized by the University and be in accordance with accepted requisites and standards of Professional practice.
- f. Services shall be provided in the accordance with the phase descriptions included in this document and within the sequence indicated herein.
- g. The Project shall be scheduled to meet the University's time lines and constraints.
- h. The Professional shall acknowledge and provide a project that is a complete design within the University's total project cost budget.
- i. The Professional shall develop a work plan to meet the requirements of each phase description and is responsible for determining any regular or normal Professional services necessary to accomplish the project. The Professional will not proceed from one phase into the next phase nor skip any phase until the University accepts in writing, the design direction, projected project cost and schedule.
- j. The Professional shall perform all services and prepare all documents in accordance with the applicable requirements of the various governmental units in the State of Michigan having jurisdiction over the project. This includes, but not limited to: The State Fire Safety Board of the Fire Marshall Division, the State of Michigan Department of Management and Budget, and The State of Michigan, Office of Design and Construction.
- k. The Professional shall immediately in accordance with professional skill and care, make additions, changes, and corrections to any documents prepared by the Professional found to contain errors and omissions.
- l. The Professional may not employ in any element of the design, specification or estimating of this project any firm who anticipates being a supplier or bidder for the project or any part hereof.

### **ARTICLE 1.4: PROFESSIONAL'S INSURANCE REQUIREMENTS**

- 1. The Professional shall purchase, maintain and require such insurance as will provide protection from claims set forth below which may arise out of or result from the Professional's service under the Agreement, whether such services be by the Professional or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. No work connected with the Agreement shall be started until the Professional has submitted evidence to the University Purchasing Department, that:

- a. The Professional shall carry Worker’s Compensation Insurance in the amounts required by Michigan Statue, upon all of it’s employees engaged in the work and shall be responsible to ensure that all Subcontractors maintain equal Worker’s Compensation Coverage, and the Workers Compensation Policy should also provide Employers Liability Insurance with minimum limit requirements of at least \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease, and \$1,000,000 Policy Limit by Disease.
  - b. Professional is to carry Commercial General Liability insurance with minimum limit requirements of \$2 million each occurrence, \$2 million Person Injury and Advertising Injury, \$4 million General Aggregate. Coverage should include Premises and Operations, Products and complete Operation, Blanket contractual and Broad Form Property Damage Liability.
  - c. The Professional shall carry Automobile Insurance with minimum limit requirements of \$1 million each accident.
  - d. The Professional shall purchase and maintain Professional Liability Insurance for claims for damages arising out of negligent acts, errors or omissions in the performance of Professional services required for the work, subject to limits of liability of not less than \$ 2 million each claim and an annual policy period aggregate of not less than \$2 million.
2. All insurance required shall be in force until three (3) years after final payment by the University to the Professional and shall be written for not less than any limits of liability specified above. Western Michigan University, its Board of Trustees, Officers, Employees and Agents, shall be endorsed as an additional insured to the Commercial General Liability policy. The Professional has the responsibility of having any subcontractor comply with these insurance requirements, unless otherwise agreed to in writing by the University. The Professional shall advise their carrier to provide a certificate of insurance for this insurance coverage to the University Purchasing Department. In the event of cancellation or non-renewal of this policy, the Professional shall notify the University in writing within 60 days of this action.

**ARTICLE 1.5: PROJECT PERSONNEL**

The Professional shall provide below all the key participants, including major consultants with their name, company they are employed with, company address and role in the project.

- 1. The Professional’s Professional In Charge is: xxxxxxxxxxxxxxxxxxxxxxxx
- 2. The Professional’s Designated Representative is: xxxxx xxxxxxxx
- 3. The Professional’s key team members are: xxxxxx xxxxxxxx, xxxx xxxxxxx, xxxxx xxxxxxx
- 4. Consultants Retained under the Professional for the project are:

The University will provide below all the key participants and their role in the project.

- 1. The Project Manager is: xxxxx xxxxxxxx
- 2. The University’s Construction Administrator is: xxxxxxxxxxxxxxxxxxxx

**PART II: PROFESSIONALS REQUIRED SERVICES**

**ARTICLE 2.1: GENERAL PROJECT SERVICES**

**2.1.1 GENERAL REQUIREMENTS**

The following requirements shall be applied throughout all project phases.

The Professional’s Project Manager shall:

- a. Monitor the progress of each phase and provide reviews at such frequency as the University may direct.
- b. Preside at all project design related meetings.
- c. Prepare all project documentation in electronic form, in a currently approved University file format, suitable for reproduction. The Professional will utilize The University's file naming conventions and submit documents using the University's web based Project Document Management system.
- d. At a minimum in each phase of the project, present documents and projected total project costs for review at 50 percent and 90 percent completion and at such other times as the University deems necessary to completely develop and monitor the project. Provide electronic and hard copies as the University may direct.
- e. Prepare and distribute electronic copies of minutes of all meetings, reports of site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, distribute written summaries or meeting minutes to the University and participants within three ~~five~~ (3~~5~~) working days of the date of occurrence, otherwise meeting minutes shall be distributed within five (5) working days. Make sure that all submittals are signed and sealed by the Professional In Charge, licensed in the State of Michigan.
- f. The Project Schedule shall be developed allowing for University reviews at appropriate times and durations for the Project Scope and Delivery. See attached University Project Life Cycle chart.
- g. When identified by the University that the project is fully or in part funded by the State of Michigan, the Professional will comply with the requirements of the Department of Management and Budget, Office of Design And Construction's "Major Project Design Manual For Professional Service Contractors State University's, Community Colleges and State Agencies"(www.michigan.gov/documents/dmb/DMB494\_October\_2008\_254913\_7.pdf).
- h. Assist the University in obtaining acceptance of the project and its design by appropriate governmental regulating and/or code enforcement authorities. Except as otherwise provided for in this Agreement and the Project Scope of Work, plan review acceptance(s) are by the Consumer and Industry Services, Bureau of Construction Code. Plan review fees therefore are paid by the University and are not the responsibility of the Professional. Assist the University to secure any appropriate code agency waivers.
- i. Present and submit all modeling, testing, design data, and appropriate plans and applications for all permits, tests, and approvals, including environmental assessment, which the University is required to secure as prerequisite authorization for the project's acceptance. Soil erosion plans are to be submitted to the University and in turn to the enforcing agency.
- j. Submit documents for agency review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that project schedule is not unnecessarily delayed.
- k. At the conclusion of each Phase included in the scope of work the Professional shall certify to the University in writing that in the Professional's opinion the design of the Project is consistent with the University's program requirements and Target Budget.
- l. The design for all construction projects must take into account the University's required compliance with the provisions of the Michigan Department of Environmental Quality National Pollutant Discharge Elimination System – Storm Water Discharges from Municipal Separate Storm Sewer Systems. This includes The University's commitment that all new construction has zero impact on releasing storm water from University property for a 25-year storm event. This also includes verification that no sanitary lines are inadvertently connected to the storm water system. In addition, all construction projects must comply with the provisions of the EPA Phase II NPDES Storm Water Program and the Soil Erosion and Sedimentation Control Act of 347, amended by Act 197, State of Michigan.
- m. Participation in a Commissioning process with a third party Commissioning agent.
- n. Sustainable design services, to comply with US Green Building Council LEED Certified requirements at a minimum (LEED certification submission shall be included) and University Facility Life Cycle Design Guidelines (see www.pp.wmich.edu/standards/01guidelines).



**2.1.2 DEFINITIONS:**

- a. The **Project** includes the process of complete design of all systems, budget control, document development, scheduling and definition of the Work to be performed under this Agreement.
- b. The **Design Budget** is the Total Project Cost established by the University and includes both estimated construction costs and owner soft costs..
- c. The **Construction Budget** is the Total Project Cost established through the bidding of the work and accepted by the University including both construction contract amounts and owner soft costs.
- d. **Substantial Completion** is the date mutually determined by the University and Professional that the Work is completed to the extent that the University can occupy, operate and maintain it in its intended manor and use.

**2.1.3 CODES/PERMITS:**

The State Fire Safety Board of the Fire Marshal Division has jurisdiction over all Academic facilities used for "educational" purposes, Western Michigan University is exempt from compliance with local building codes under state law. Unless directed otherwise by the University, the most restrictive provisions of the following codes and regulations are to be followed in the design and construction of new facilities, and the review and renovation of existing facilities.

- a. State Fire Safety Board Rules for Schools, Colleges and Universities, (Current edition at the date of Agreement).
- b. International Building Code, (Current edition at date of Agreement).
- c. National Fire Protection Association Life Safety Code, (Current edition at date of Agreement).
- d. National Electric Code, (Current edition at date of Agreement).
- e. And any other project related code requirements in effect at the time of the award of the Agreement (Current edition at date of Agreement).

**2.1.4 EXCESSIVE COSTS**

During design if any Cost Estimate exceeds the Design Budget, the University may take any or all of the following actions:

- a. Accept the estimate and revise the Design Budget,
- b. Cancel the Project or any portion of the work as required to meet the Design Budget,
- c. Revise the scope and/or quality of the Project as required to meet the Design Budget,
- d. Require the Professional, at no cost to the owner, to modify the design to acceptable levels maintaining the programmatic intent to within the University's Design Budget,
- e. Terminate this Agreement for Professional Services.

**ARTICLE 2.2: PHASE 100 – STUDY PHASE**

Provide a complete and comprehensive study as defined by the University as the Project Scope or outlined in a specific Project Work Order.

**2.2.1 RESEARCH**

- a. Gather and/or develop all data necessary to define the scope of the project and to achieve the study objectives. Revise as the University directs.
- b. Provide all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system that acceptably serves its intended use.

**2.2.2 ANALYSIS**

By the use of appropriate tables, graphs and drawings, correlate, describe, transcribe and consolidate all existing data, research and studies into a comprehensive report summarizing spaces, physical features, systems, functions, capacities, loads, relationships and interactions to be achieved by the project.

### 2.2.3 REPORT

- a. Prepare a complete report in the outline below and in such detail as the project may require. Submit a draft report and refine as the University may direct.
  - i. Problem/Project Summary
  - ii. Conclusion
  - iii. Recommendation
  - iv. Discussion and details
- b. Make presentations as may be required for the report's acceptance.
- c. Submit five (5) copies of the completed study to the University, along with one (1) version in electronic format (on computer disc) in a current University approved file format, suitable for reproduction. All copies shall be signed and sealed by the Professional in charge, licensed by the State of Michigan.

*Acceptance of all work provided in this phase must be in writing, from the University, before proceeding to the next phase.*

## ARTICLE 2.3: PHASE 200 – PROGRAM ANALYSIS

Develop and expand the University's Program/Project Statement to incorporate the physical, functional, and programmatic relationships required to achieve the objectives of the project. The analysis accepted by the University shall establish the scope of the project. Such acceptance does not limit subsequent inclusion of minor, but essential, programmatic or design details of which the necessity and arrangement may best become apparent during ensuing phases of architectural and/or engineering design evolution.

### 2.3.1 ANALYSIS

- a. Develop all data to define the scope of the project.
- b. Through discussions with the University's project team and designated University personnel, establish, in requisite detail, the functional objectives of the University's program and operational requirements. Determine and resolve the requirements for existing and new operational factors, maintenance and other support features.
- c. Provide all additional research, studies, and analyses necessary to express such objectives and requirements in terms of a fully operable project that will acceptably serve its intended use.

### 2.3.2 DEVELOPMENT

- a. Correlate, describe, and by appropriate tables, graphs and drawings, transcribe and consolidate the analysis with all existing data, studies, and projected costs into a comprehensive report summarizing spaces, physical features, systems, functions, capacities, relationships and interactions to be achieved by the project. Allocation of spaces shall be in accordance with the University Facilities Guidelines and Standards and consistent with the approved Program/Project Statement.
- b. Develop an estimate of the total project cost. (Ed Note: [May Be accomplished by the Construction Manager](#)) Revise all of the data as required to achieve consensus and formal acceptance by the University's project team.

### 2.3.3 REPORT

- a. Submit ten (10) copies of the completed analysis, schedule and the Estimated Project Cost to the University, along with one (1) copy in (.pdf) electronic format (burned to a compact disc) in a current University approved file format, suitable for reproduction.
- b. Make such presentations of the analysis as may be necessary to gain its acceptance by the University.
- c. Revise as necessary during the subsequent phases of the project. Submit a final version with the As-built drawings in phase 700, As-Built Document Package.

*Acceptance of all work provided in this phase must be in writing, from the University, before proceeding to the next phase.*

## **ARTICLE 2.4: PHASE 300 – SCHEMATIC DESIGN**

Prepare for review, and revise as a requisite for acceptance by the University, a progressive series of architectural and/or engineering design options leading to a final direction consistent with the project scope of work and which diagrammatically depict the area(s) and architectural relationship of the functions enumerated in the Program/Project Statement. The drawings are to be prepared progressively to develop the design basis for all of the building systems required to meet the specific project requirements. The designs are to indicate how the project will relate to the context of the site.

### **2.4.1 PROJECT ADMINISTRATION**

- a. Meet with project team to establish a physical size and arrangement for the project and its principal systems. This will include technical, human and physical requirements consistent with the programmed use of each space or system as well as functional interrelationships between spaces or systems.
- b. Progressively review, with the project team and designated University personnel, the development of the schematic design and assist in obtaining data required for timely decisions. Identify project related areas for the purpose of independent evaluation by other Professional firms.
- c. Determine and resolve any requirement for maintaining operation of current facility, spaces, or systems.
- d. Prepare, reproduce, submit, and make such presentations and revisions of planning documents at such frequency as to achieve the University's intent of the project, and refine and alter the work to meet University acceptance.

### **2.4.2 CODES/REVIEWS**

- a. Identify, list, and define the impact of all applicable codes, rules, regulations, environmental requirements, reviews and permitting procedures that will apply to the design of the project.
- b. Review with the project team the principle impacts of codes on project planning, and incorporate into the Schematic Design Package.

### **2.4.3 TESTING/SURVEY**

- a. Define, specify and prepare testing and survey program(s). Analyze results and adapt into design. Provide the University with five (5) copies of all test reports. Explain conclusions and, upon request, further explain their influence on the design and possible impact on adjacent buildings.
- b. Define and render schematically a complete site plan.

### **2.4.4 DESIGN**

- a. Research, survey, define and render schematically, in a format approved by the University, all of the principle systems: Structural, Mechanical, HVAC, Utility, Electrical and Architectural. Coordinate design within and with each related discipline.

- b. Research, define and render schematically, in a format approved by the University, all fixtures, furnishings, and equipment required to satisfy the Program/Project Statement.
- c. Research and define sufficiently to compile a Design Narrative or Design Basis for all:
  - i. interior and exterior finishes (the building site, facility layout, foundation system, principal structural system, basic elevations);
  - ii. control strategies (equipment and their respective loads, sources, capacities and function. Equipment includes, but is not limited to: service systems, primary and secondary distribution systems, building control systems, security systems, elevators, fire alarms, and similar systems);
  - iii. all technology requirements. ( telecommunications, computer/data/cable, and audio/video needs).
- d. Designs shall include principal sections, elevations, and dimensions.
- e. Design shall indicate any principal existing structural members and show the design basis of the systems for renovations and additions.
- f. Define and render schematically capacities, sources, flows, and functions of all existing and/or proposed utility systems, including but not limited to: electric, steam, water, fuel, storm and sanitary sewers, and fire protection. Confirm, in writing to the University, the availability of all utility capacities and sources, at current or proposed connections. Indicate principal fire protection divisions and identify solutions to meet all code/review requirements identified in the Codes/Reviews of this phase.
- g. Verify accessibility and space for all equipment.

#### 2.4.5 COST/SCHEDULE

The following shall be accomplished by the [\(Construction Manager with assistance from the\)](#) Professional.

- a. Prepare and submit an Estimate of Cost and Schedule based on the approved (and/or revised) Schematic design. Revise the design as required and specified to meet the University's program, scope and Design Budget.
- b. Apply target dates to the appended schedule. In concert with project team, review and refine construction phasing and contracting approaches.
- c. When the Project is state funded, prepare and submit to the State of Michigan, Department of Management and Budget, Office of Design and Construction, through the University, the Program/Schematic Design Review Package as indicated and described in the State's "Major Project Design Manual, for, Professional Service Contractors, State Universities, Community Colleges, and, State Agencies". Incorporate any comments or changes from the DMB-ODC into the Schematic Design package.

#### 2.4.6 SCHEMATIC DESIGN PACKAGE

- a. Prepare, reproduce, submit, and make such presentations and revisions of planning documents, at such frequency as to achieve the University's intent of the project, and refine and alter the work to meet University acceptance.
- b. Provide five (5) copies and an electronic pdf file of the documents. When special review is required, provide up to an additional twelve (12) copies of the University approved preliminary design phase documents in the format as directed by the University. Revise documents, as necessary, to incorporate all requested, required and approved revisions, and provide updated documents in the same formats and quantities.
- c. Make presentations as required.
- d. Prepare a minimum of three (3) three-dimensional exterior and/or interior renderings to be used by the University for presentations.

*Acceptance of all work provided in this phase must be in writing, from the University, before proceeding to the next phase.*

**ARTICLE 2.5: PHASE 400 – DESIGN DEVELOPMENT**

Prepare progressive architectural and/or engineering drawings to develop the design for the project based upon the requirements of the Program/Project Statement and the Schematic Design accepted for development by the University. The design, together with a draft outline specification, shall be of such completeness and detail to establish and define the size, function, arrangements, spaces, location and operations or use of equipment and materials comprising the principal design details of structures and systems. The final drawings and specifications of this phase shall fully depict the design intent of the systems, materials, equipment, utilities, site improvements, and other elements of the project through single line diagrams, system layout drawings and developed plans and details.

Prepare a project schedule in bar chart format beginning with Phase 400 through occupancy, and a Cost Estimate based upon factors prevailing or predictable for the proposed bidding period.

**2.5.1 PROJECT ADMINISTRATION**

- a. Meet with the project team to review and test the application of the Program/Project Statement to the accepted Schematic Design and to refine project requirements.
- b. Progressively review development of the preliminary design refinements necessary to meet the project scope. The work is to incorporate the University Facilities Guidelines and Standards and any deviations will require written justification and acceptance by the University.
- c. Establish any services, equipment and/or materials to be furnished by the University.
- d. Secure in writing acceptance of capacities and connections for the project from the appropriate utilities/suppliers.
- e. Determine and prepare a list of required drawings as related to the project scope of work.

**2.5.2 SPECIFICATIONS**

- a. Prepare draft outline specification in the Construction Specifications Institute (CSI) format, as applicable for the defined project scope of work. Include the requirements for commissioning services, as defined by the University, as a part of the Divisions dealing with specific systems.
- b. As a part each Division dealing with specific project systems, prepare, to the extent determined by the University, a Commissioning Plan describing services and requirements for the systems.

**2.5.3 SITE**

- a. Prepare preliminary site design revising the design as required to meet all site requirements.
- b. Secure acceptance, in writing, of any traffic regulatory agency for traffic alterations arising from the scope of work.
- c. Illustrate and coordinate any off-site work necessary for a completely functioning project.

**2.5.4 STRUCTURAL**

- a. Prepare structural calculations appropriate to the project, and size major components.
- b. Prepare preliminary structural plans, sections, elevations, and details as applicable for the defined scope of work. Revise the design as required to meet the structural requirements.

**2.5.5 MECHANICAL/HVAC/UTILITIES**

- a. Identify existing mechanical/heating, ventilating, and air conditioning equipment and utility systems. Calculate heat loss, gains, and other demands for all spaces. Determine ventilation requirements. Confirm and/or re-calculate total loads, identify and size new

- equipment. Confirm and/or re-calculate total utility loads. Include the needs of any existing building or system design that is a part of, or interfaces with the project.
- b. Provide basic engineering design appropriate for all principal building components/systems and all pre-engineered equipment suitable, and acceptable, for the project. This applies also to other utility systems.
  - c. Verify clearances and maintenance accessibility for all systems.
  - d. Prepare preliminary mechanical/heating, ventilating, and air conditioning (HVAC) systems and utility drawings. Include mechanical room layouts and control sequence operation description. Revise the design as required to meet the mechanical requirements.
  - e. Depict energy efficient design features of the project and provide summary calculations to demonstrate applicable compliance with the Michigan Energy Code.
  - f. Review codes and incorporate applicable requirements.

### **2.5.6 ELECTRICAL**

- a. Identify existing equipment and systems.
- b. Prepare load calculations, including electric loads for fixed, moveable, and furnished equipment appropriate to this project scope of work.
- c. Determine electric service requirements and size major transformer and service equipment. Provide single line diagrams of primary service and distribution systems.
- d. Develop and outline basic equipment and distribution systems for lighting, power, building control, elevators, fire, security, television, data, communications and other specialized systems of the project.
- e. Verify clearances for all systems.
- f. Review codes and incorporate all applicable requirements.
- g. Prepare preliminary electrical drawings. Revise the design as required to meet the electrical requirements.

### **2.5.7 ARCHITECTURAL/OTHER**

- a. Prepare preliminary architectural/engineering drawings, appropriate to the project, to detail and define the affected spaces. Revise the design as required to meet the architectural requirements. Review and revise the fixtures, furnishings and equipment layouts as required to satisfy the Program/Project Statement.
- b. Drawings will include plans, elevations, sections, critical construction details and outline a finish, materials and color schedule in order that a detailed construction estimate can be made.

### **2.5.8 HAZARDOUS MATERIALS**

The Professional's scope of services does not include any services related to the presence of any hazardous or toxic materials. Hazardous material testing and removal for this project will be performed by the University utilizing a Professional firm who is licensed and insured to perform this service. Coordinate the documents of this project with any hazardous material removal documents required to implement the project.

- a. Where the project involves work in an existing building and utility system, identify and locate for the University, in writing and by scaled graphic diagram, any building and site utility areas which may have potential hazardous material contamination which may require abatement and/or removal prior to the renovation or new construction work.
- b. Notify the University of any area suspected of containing hazardous material and the University will be responsible for the testing and removal process.
- c. Identify the time frame for the removal abatement project to be completed.
- d. Where the project involves work in an existing utility system, as part of the 50 percent review of the Design Development Documents, identify and locate for the University, in writing, and by diagram, any site utility areas that may have potential hazardous material contamination that may require abatement and/or removal prior to the construction work of the project.

- e. Progressively review and update all hazardous materials information from the Schematic Design Package. Prepare complete final written documents and diagrams.
- f. Include for the University's use, architectural/engineering drawings and specifications for all restoration necessary following completion of the removal/abatement project.
- g. Incorporate appropriate provisions into the drawings and specifications of this project to assure full coordination of all work.

### 2.5.9 PROJECT COST /SCHEDULE

The following shall be accomplished by the (Construction Manager with assistance from the) Professional.

- a. Prepare an Itemized Cost Estimate based upon factors prevailing or predictable for the proposed bidding period. Evaluate cost/benefits of multi-prime construction.
- b. Provide an updated version of the bar chart schedule of the project including an estimate of construction.
- c. Determine method(s) and appropriate phasing of contracting, for construction, for any long lead items and for purchase of any University-furnished materials. This shall be consistent with any approved phasing.
- d. Provide, in a format acceptable to the University, an estimate of operating utility costs and calculated payback periods for the energy saving elements proposed.

### 2.5.10 DESIGN DEVELOPMENT PACKAGE

- a. Prepare and render the preliminary design documents, appropriate to the project, on a sheet size approved by the University, utilizing applicable University standards in the University-designated electronic format.
- b. Code compliance drawings shall be included in the front of the drawing package.
- c. (Assist the Construction Manager in preparing) Prepare in standard format a detailed schedule of design/bidding and construction, based on the accepted schedule from the previous Phase.
- d. Prepare, reproduce, submit, and make such presentations and revisions of the design development documents as necessary to achieve the University's intent of the project.
- e. With the fifty (50) percent review, provide design criteria/data calculations of principal structural, architectural, electrical, and mechanical systems demonstrating basic compliance with Michigan's Energy Code requirements.
- f. Provide a set of reproducible prints and five (5) copies of completed preliminary documents, signed and sealed by an architect or engineer as required by the State of Michigan, to the University for review.
- g. When special review is required, provide up to an additional twelve (12) copies of the approved preliminary design phase documents as directed by the University.
- h. Make presentations as requested by the University.
- i. Revise documents, as necessary, to incorporate all requested, required and approved revisions. Provide one (1) copy in electronic format (on computer disc) in a current University approved file format.
- j. Prepare and submit (if applicable) to the State of Michigan, Department of Management and Budget, Office of Design and Construction, through the University, the Preliminary Design Review Package as indicated and described in the State's "Major Project Design Manual, for, Professional Service Contractors, State Universities, Community Colleges, and, State Agencies". Incorporate any comments or changes from the DMB-ODC into the final Design Development package.

*Acceptance of all work provided in this phase must be in writing, from the University, before proceeding to the next phase.*

## ARTICLE 2.6: PHASE 500 – CONSTRUCTION DOCUMENTS

Prepare a complete Construction Document Package(s) suitable for bidding from the accepted Design Development Package and Program/Project Statement, depicting and documenting a complete and unambiguous constructible project.

### 2.6.1 GENERAL

- a. The documents shall incorporate and comply with all current and applicable regulations, codes and statutes, and must have prior acceptance from appropriate federal, state or any local authorities having jurisdiction before presentation to the University for acceptance. These documents must be so complete that no significant design decision is left to the discretion of any bidder, producer of materials or products, or to the construction contractor.
- b. The bid documents will not define, or quantify or in any other way represent any work as being assignable to, or to be performed by, any subcontractor.
- c. The Construction Document Package shall consist of, but is not limited to, the final drawings, the final specifications, special, general and supplemental conditions of the construction contract, and modifications, if any, to standard forms provided by the University. Such forms may consist of, but are not limited to, the Project Advertisement, the Instructions to Bidders, the Proposal forms, General, Supplemental, and any Special Conditions of the Construction Contract, and the form of Agreement between the University and the Contractor for the work.
- d. The Construction Document Package shall include all documents necessary to define in detail the approved preliminary design and outline specifications and shall be a project that can be constructed within the accepted project construction budget.
- e. Bid documents shall be prepared in phases/bid packages appropriate to the project and approved by the University.

### 2.6.2 PROJECT ADMINISTRATION

- a. Review the accepted Program/Project Statement and the accepted Design Development Package with the project team for revisions.
- b. Submit documents for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that project schedule is not unnecessarily delayed.
- c. Incorporate any design refinements within the project scope of work.
- d. Determine and confirm in writing that the design can be achieved within the Design Budget and all requirements of coordination checking and codes/permits have been met.
- e. Bid documents shall be prepared checked, and sealed by Professionals licensed in the State of Michigan.
- f. Provide five (5) hard copies and electronic files in pdf format at 50% and 90% stages of design for University review.
- g. Prepare and submit for review the Final Design/Construction Document Review Package, at the 90% review stage, to the State of Michigan, Department of Management and Budget, Office of Design and Construction and the University. (does the state want 100% docs now?)
- h. Make necessary changes and incorporate any comments or changes from the DMB-ODC and University into the finished document package.
- i. Submit 100 percent complete sets of Contract Documents in both electronic and hard format to the University for bidding.

### 2.6.3 DESIGN

- a. Prepare complete structural, mechanical, HVAC, utility, electrical, and architectural design contract documents as refined in Phase 400.
- b. Prepare complete furnishings, fixtures, and equipment layouts in a format approved by the University.
- c. Prepare complete finishes schedule.
- d. Mark each drawing with the name of the checker and with the acceptance of the appropriate key project member.



**2.6.4 SPECIFICATIONS**

- a. Prepare final design specifications electronically in such University-approved format and phasing as appropriate to the project. Include a schedule of all required submittals, as well as all other schedules necessary to clearly and completely supplement the definition of the work provided by the specification.
- b. Specifications shall be coordinated with the final design drawings and shall be prepared in the Construction Specifications Institute (CSI) 2004 Masterformat. They shall clearly define the design and construction requirements indicating the kind and quality of materials, products, and workmanship.
- c. Specifications meeting University standards and guidelines shall be used. The Professional shall name at least two (2) acceptable materials, products or systems meeting University standards and the specifications shall contain an "or University approved equal" clause.
- d. Proprietary specifications, or allowances, may be permitted, with the University's written acceptance, but only for special, unavoidable conditions.
- e. Project drawings shall be on sheet size approved in writing by the University. The Professional shall check the accuracy of any drawings or other data furnished by the University or any other source. Project drawings shall be provided to the University in electronic file format as currently approved by the University.

**2.6.5 SITE**

- a. Prepare a complete site design, as directly related to the Phase 400 defined scope of work.
- b. Coordinate site-specific testing program to adequately discover, identify and/or confirm underground conditions and to accurately specify contractual requirements. This includes, but is not limited to, access, traffic control, demolition, erosion control, engineered fill, utilities, removal of obstructions/contaminations, borrow and spoil areas, bracing, shoring, waterproofing, de-watering, and dredging.
- c. Incorporate project requirements into Construction Documents.
- d. Soil erosion control shall be implemented in accordance with the current regulations required by the State of Michigan.

**2.6.6 TESTING**

- a. Coordinate on-site survey and conduct appropriate research to identify site-specific abnormal construction conditions. Identify, define and coordinate a site-specific geotechnical testing program consistent with the project design and siting, to identify potential underground construction problems that cause claims or delays and, where reasonably achievable, adequately discover, identify and/or confirm underground conditions sufficiently to accurately specify contractual requirements.
- b. Establish the required Construction Phase quality-control testing program. Define and specify types of tests required, approximate quantities to be tested and projected cost of tests.
- c. Prepare Bid Documents for Construction Phase quality-control testing program. The University will retain Professional quality-control testing firms for Construction Phase testing.

**2.6.7 HAZARDOUS MATERIALS**

- a. Coordinate the documents of this project with any hazardous material removal documents required to implement the project. Incorporate appropriate provisions into the drawings and specifications of this project for full coordination of all work.
- b. Progressively review and update all hazardous materials information from Phase 400. Prepare complete final written documents and diagrams.

### 2.6.8 TOTAL PROJECT COST ESTIMATE

The following shall be accomplished by the (Construction Manager with assistance from the) Professional.

- a. Submit an updated Cost Estimate of construction costs with each review. Include all bid packaging and phasing.
- b. Confirm, in writing, the estimated operating utility cost of the project.
- c. Obtain from the University the amount and adequacy of any construction contingency.
- d. Upon submittal of 90 percent bid documents, confirm, in writing, the Total Estimated Construction Cost indicating that it is within the Design Budget for the project.
- e. Notify the University, in writing, if at any time it becomes evident, that the project cannot be constructed within the Design Budget. Unless the University determines the problem to be outside the control or responsibility of the Professional, or directs, in writing, an alternate approach, the Professional shall develop practical cost reductions as outlined in detail in the General Requirements of this Agreement.

### 2.6.9 SCHEDULE

The following shall be accomplished by the (Construction Manager with assistance from the) Professional.

Project the appropriate construction schedule to be included as part of the construction contract, giving consideration to all principal influencing factors including, but not limited to the University schedules, current and projected material delivery time, local labor contract periods, hazardous material removal and other principal historical causes of delays.

## ARTICLE 2.7: PHASE 600 – PRE CONSTRUCTION

Provide Professional services to assist the University in obtaining either competitive bids or negotiated proposals and other Pre-Construction services identified below. Prepare a complete Contract Document Package suitable for the successful contractors use in construction from the Construction Document Package and Program/Project Statement. The Contract Document Package shall include, but not be limited to, Construction Documents, Bid Addendums, Clarifications, and other documents used in the price attainment process to accomplish a Construction Contract. In addition the Professional shall provide services necessary to assist the University in preparation and awarding of the contracts for construction.

### 2.7.1 BIDDING

- a. Assist in the bidding/contracting process. When appropriate by design, help provide a recommended bidders' list appropriate to the project. Do not include any firm with which the Professional has business association, on this or any other project, and any firm, or firms having any subcontractor, which the Professional has utilized in preparation of the drawings and/or specifications or for any estimating the project without previous acceptance from the University.
- b. Advertisement and award of contract will be by the University Purchasing Department. Unless otherwise arranged, the University will collect and manage bid deposits and distribute documents.
- c. Utilizing the University's bidding/contracting method, prepare bidding documents and instructions in such number as directed by the University, and in bid packages and/or phases as directed by the University.
- d. Participate in pre-bid meetings.
- e. Exert every practical means to obtain several, qualified bidders for every contract.
- f. The (Construction Manager with assistance from the) Professional is responsible for establishing the Construction Budget for the project. This process will be complete when:
  - i. a responsive set of bid(s) have been accepted by the University and,

- ii. the qualified bidders contract(s) have been executed.

### **2.7.2 QUESTIONS AND BID CLARIFICATIONS**

- a. Prepare and issue pre-construction Addenda. If specifications are not part of the bid documents, include in each Addendum complete specifications for the changed or additional work.
- b. Review and approve or take appropriate action on proposed substitutions and voluntary alternates.
- c. Assist the University in resolving any questions arising during the bidding and negotiation process.

### **2.7.3 BID EVALUATIONS AND RECOMMENDATIONS**

- a. Make written recommendations for contract award(s) within five (5) working days of bid opening.
- b. The Professional shall participate in pre-contract meeting(s) with apparent low bidder(s) to obtain the Contractors understanding of the Contract Documents.
- c. Re-bid the project for reason of defaulted or disqualified bidder(s) or if the total costs exceed the University's budget, or as directed by the University.
- d. The University reserves the right to reject any and all bids.

### **2.7.4 CONSTRUCTION CONTRACTS**

Assist the University in preparation of Construction Contracts for the successful bidders.

### **2.7.5 CONTRACT DOCUMENT PACKAGE**

- a. Provide one Contract Document Package signed, and sealed for the University's records. Also provide the Contract Document Package (not sealed) in electronic format for distribution to the University and Contractor.
- b. Assist the University in preparation of Construction Contracts for the successful bidders.

## **ARTICLE 2.8: PHASE 700 – CONSTRUCTION**

The Professional shall provide necessary Architectural, Engineering and Administrative services to make certain the compliance by the contractor, of the quality and performance required by the contract documents for this project.

The University will provide a Construction Administrator, full or part time for the University's on-site observation, and monitor the coordination and progress of the services of the contractor(s). The University's Construction Administrator has authority to require the Professional to address on-site problems and to attend meetings, within the identified duties of the Professional.

### **2.8.1 GENERAL SERVICES**

- a. The Professional shall:
  - (i) be the University's design representative during performance of the construction;
  - (ii) consult with and advise the University on all design and technical matters;
  - (iii) help the University administer the Contract For Construction, including resolution of Contractor's questions concerning the Construction Documents.
- b. The Professional shall advise and assist the University in taking all practical steps to complete the project in the event of performance delays or defaults by the contractor(s).
- c. In addition to the requirements herein, the services provided shall include, but are not limited to, those set forth for the Professional in the current edition of "The General Conditions of the Contract for Construction", AIA Document A201-1987 Edition as adopted and modified by the

University and incorporated into the construction contract, plus such other general supplemental conditions as may be part of the construction contract. The terms of this Agreement supersedes conflicting sections of the above document text or modifications thereof.

### **2.8.2 PROJECT PROGRESS MEETINGS**

1. Design Progress Meetings:
  - a. Prepare, Conduct and record any Design Progress meetings necessary during construction.
  - b. Prepare and distribute copies of minutes of all design progress meetings, copies of correspondence, memoranda, records of telephone or other conversations and other communications, where essential or significant information is established or evaluated, where critical problems are identified, or where crucial decisions are made and other necessary records for this Phase. Distribute electronic copies to the University and participants within three working days following the date of occurrence.
2. Construction Progress Meetings:
  - a. Attend as requested by the University, all preconstruction, construction progress or organizational meetings for each construction contract.

### **2.8.3 INTERPRETATION OF CONSTRUCTION DOCUMENTS**

The Professional shall be the initial interpreter of the requirements of the Contract Documents and shall provide the following services.

1. Requests for Information:
  - a. When Requests For Information are issued by the Contractor, provide instruction, clarification and/or design details of the Contractor's request within an appropriate length of time that does not jeopardize the construction schedule.
  - b. Record same, in writing, and revise original architectural and/or engineering drawings and/or specifications as appropriate. Marking and initialing of drawings is not an acceptable form of written instruction.
2. Equals:
  - a. The Professional shall promptly review and recommend, reject or take other appropriate action on proposed "equal materials or equipment".
  - b. The Professional shall not recommend for acceptance any such proposed equal materials or equipment unless such equals conform to:
    - (i) the Project design concept;
    - (ii) the Construction Documents;
    - (iii) the Contract For Construction;
    - (iv) the University's Budget; and,
    - (v) University Standards.

### **2.8.4 CHANGES TO THE CONSTRUCTION DOCUMENTS**

1. Bulletins

The Professional shall be responsible for preparing all Construction Bulletins as directed by the University's Project Manager.

  - a. Bulletins shall incorporate all necessary information into the originals of the applicable Construction Documents.
  - b. Bulletins shall include all design revisions, corrections of design omissions, unforeseen field conditions, or alternatives to reduce costs; and for all other matters approved by the University involving changes to the Contract Documents.
  - c. Review and evaluate Contractor quotations for Bulletin work.
  - d. Negotiate as appropriate to make sure the costs are appropriate for the work and make recommendation(s) upon receipt of the quotations.

- e. Evaluate any identified impact on the construction schedule claimed by the contractor(s) arising from bulletin work.
2. Change Orders
  - a. The Professional shall be responsible for promptly preparing all Change Orders to the Construction Contract(s) as directed by the University's Project Manager.
  - b. In the event a change to the Contract Documents is accepted by the University in the absence of a Bulletin or as an agreement with the Contractor as to cost, time, or both, the Professional shall:
    - 1) receive and maintain all documentation pertaining thereto required of the Contractor;
    - 2) examine such documentation on the University's behalf;
    - 3) take such other action as may be reasonably necessary or as the University may request; and,
    - 4) make a written recommendation to the University concerning any appropriate adjustment in the construction cost or time and issue a change order for acceptance by the University.

### **2.8.5 SUBMITTALS & SHOP DRAWINGS**

1. The Professional shall monitor, evaluate, and take such action as is necessary, to achieve timely processing of shop drawings and other project submittals that are the responsibility of the Professional.
2. The Professional is responsible for reviewing, approving, or taking other appropriate action on all shop drawings and submittals and making sure they are in accordance with the Contract Documents. All submittals and mark-ups are to be transmitted in PDF electronic format (except samples). Submittals file names shall conform to the University's file naming standards.
  - a. The Professional shall monitor and maintain current records for all required, received, rejected, and approved submittals of shop drawings, material samples, writings, and certificates.
  - b. The Professional shall inform the University of delinquent submittals.
  - c. No design revisions will be made as part of the Professional's review/acceptance of shop drawings, or other submittals.
  - d. The Professional shall provide a licensed individual of the appropriate discipline for written acceptance or rejection of shop drawings within a reasonable length of time to maintain the Project Construction Schedule.
3. The Professional's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the University, Contractor or separate contractors, while allowing sufficient time in the Professional's judgment to permit adequate review. The obligations of the Professional pursuant to this paragraph are independent obligations and not in lieu of or a substitute for the obligations of the Contractor. Review of such submittals is not conducted for the purpose of substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Professional, of any construction means, methods techniques, sequences or procedures. The Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

### **2.8.6 FIELD OBSERVATIONS / CONSTRUCTION PROGRESS**

- a. The Professional shall visit the Project Site with sufficient frequency to familiarize themselves with the progress and quality of the Work and to verify compliance of the Work with:
  - (i) the Contract For Construction, including approved shop drawings and other submittals;
  - (ii) the Construction Schedule; and,
  - (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

- (iv) and the work is performed in a good and workman like manner.
- b. Each construction Site Visit shall be conducted by an experienced, qualified representative of the Professional who is knowledgeable about the Project and competent in each discipline which has trade activities in progress at the time of the visit. Within forty-eight (48) hours after each visit, the Professional shall submit a written report to the University summarizing the Project status and any observations.
  - c. The Professional shall exercise care and diligence in verifying and reporting to the University in writing the results of their visit, including known defects and deficiencies in the Work, and shall recommend to the University appropriate courses of action, if any.
  - d. The Professional shall promptly notify the University of Work they find unacceptable and or disapprove of. Work that is not performed in a good and workman like manner, rejected work or work which does not comply with:
    - (i) the Contract For Construction including approved shop drawings, schedule and other submittals; or
    - (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
  - e. The Professional shall assist the University as requested to resolve the disapproved or rejected work.
  - f. The Professional shall not have any responsibility, duty, or liability for any means, methods, sequence of work or job site safety during the construction of the project except for its own employees. However, during field visits, in observed situations involving danger to human life, immediate safety hazards to any personnel, existing or impending damage to the project, to University property or to other property that may be impacted by the project, the Professional shall notify the General Contractor of its observation. The Professional shall immediately record and report such action to the University. Provided, however, failure of the Professional to observe and/or report any such situations shall not create any responsibility or liability on the part of the Professional.
  - g. In observed and suspected cases involving danger to human life, immediate safety hazards to personnel, existing or impending damage to the project, to University property or to other property that may be impacted by the project, the Professional shall notify the General Contractor to take such action as may be necessary to immediately and temporarily relieve the situation. The Professional shall immediately record and report such action to the University.
  - h. Regarding any request by the contractor(s) for an extension of the contract completion date, the Professional shall evaluate the work and cost and provide the University with appropriate written recommendations.
  - i. With the University's concurrence, the Professional may direct, in writing, the exposure and testing of any work, already in place or covered, which the Professional, and/or the University, asserts may not meet contract requirements.

### **2.8.7 CONTRACTOR PAY REQUESTS**

- a. The Professional shall review Contractor's applications for payment (AIA G702), including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to any Contractor and shall authorize payment by the University to the Contractor(s) in writing. Such authorization shall constitute the Professional's acceptance of:
  - 1. the Work described in the Contractor's invoice has progressed to the level indicated and has been performed in accordance with the Contract For Construction;
  - 2. all necessary and appropriate lien waivers have been submitted; and,
  - 3. the amount requested is currently due and owing to the Contractor.
- b. In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.
- c. The Professional shall promptly notify the University in writing of any information it obtains pertaining to any claim or alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims, or similar claims, involving any Contractor, supplier, or subcontractor, whether or not such claims or alleged claims arise from or relate to the Project.

- d. The University will hold a 10% retainage from each of the Contractor's pay applications throughout the project.
- e. Starting with the Contractor's second pay request the Professional shall advise the University regarding lien wavers submitted by the Contractor for each pay request of the project.
- f. If the Contractor chooses to request the retainage be reduced, he must apply to the Professional in writing. If the University and the Professional agree, then the retainage can be reduced.
- g. When the construction is approximately 75% complete and the construction is progressing satisfactorily the retainage can be reduced to 5%. This would be accomplished by the Contractor applying for the reduction to the Professional and the University and the Professional agreeing to the reduction.
- h. When the University/Professional's Punch List is presented to the Contractor, he/she can apply for a reduction of the retainage to 2%. This assumes there are no major issues.
- i. The final pay request is the releasing of all remaining retainage.

### **2.8.8 CONSTRUCTION TESTS EVALUATION**

- a. The Professional shall promptly, and in accordance with all Project schedule requirements, require submission of, review and evaluate the results of all inspections, tests and written reports required by the Contract For Construction and by any governmental entity having jurisdiction over the Project. The Professional shall take appropriate action on test results, including accepting, rejecting, requiring additional testing or corrective work, or such other action the Professional deems appropriate. The Professional shall promptly reject Work which does not conform to and comply with testing requirements.
- b. The Professional shall promptly require inspection or testing of any Work, in addition to that required by the Contract For Construction or governmental entities having jurisdiction over the Project, when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional shall take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Professional deems appropriate. The Professional shall promptly reject Work which does not conform to and comply with testing requirements.

### **2.8.9 CONSTRUCTION COMPLETION**

1. Substantial Completion of the Project
  - a. When the Contractor considers that the Work is substantially complete, they will notify the University and the Professional that the Work is ready for the substantial completion Review. Upon receipt of such notification, the Professional shall coordinate with the University and the Contractor a date for the official examination of the Work.
  - b. At or prior to the substantial completion Review, the Contractor will prepare and furnish to the Professional a Declaration of Substantial Completion (AIA G704), which the Professional shall review for completeness.
  - c. At the substantial completion review, the Professional shall;
    - (i) examine the Work;
    - (ii) provide to the Contractor, the Professional's project punch list, which includes the University's punch list items;
    - (iii) verify that the University has received from the Contractor the Contractors "as built" markups, final shop drawings, operation and maintenance manuals and any other items identified in the " Contract documents, and,
    - (iv) determine, in consultation with the University, whether the Work is substantially complete.
  - d. If the Work is determined not to be substantially complete, the process shall be repeated until the Work is substantially complete. When the University, the Contractor and the Professional agree that the work is substantially complete, they shall each sign the Declaration of Substantial Completion.

- e. Within the time stated for completion or correction of the list of items included with the Declaration of Substantial Completion, the Professional shall:
  - (i) secure from the Contractor all keys, manuals, required maintenance stocks, guaranties, warranties, affidavits, releases, bonds, waivers, permits, as-built and record drawings and markups, and other documents necessary for close-out of the Work, including the Certificate of Occupancy;
  - (ii) obtain, review and determine the completeness of all close-out documents, and shall immediately inform the Contractor about any deficiencies; and,
  - (iii) meet with the University's representative(s) to familiarize and train them with respect to maintenance and use of the Project.
2. Final Completion
  - a. When the Contractor considers that the Work is finally complete, the Contractor will notify the University and the Professional that the Work is ready for final examination. Upon receipt of such notification, the Professional shall coordinate with the University and the Contractor a date for the examination.
  - b. At or prior to the Final Completion Review, the Contractor will prepare and furnish to the Professional:
    - (i) certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or otherwise satisfied;
    - (ii) certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the University;
    - (iii) the written consent of the surety(ies), if any, to final payment; and,
    - (iv) full waivers of mechanics or construction liens, releases of contractor's trust fund or similar claims, and release of security interests or encumbrances on the Project property.
  - c. The Professional shall review and determine the propriety of all Final Completion documents, and shall immediately inform the Contractor about any deficiencies.
  - d. At the Final Completion Review, the Professional shall:
    - (i) examine the Work;
    - (ii) determine whether the Contractor has satisfactorily completed or corrected all items on the list included with the Declaration of Substantial Completion;
    - (iii) determine whether the Work complies with
      - (a) the Contract For Construction,
      - (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and
      - (c) installation is in a good and workman like manor and meets Industry standards;
    - (iv) determine whether required inspections and approvals by the official(s) having jurisdiction over the Project have been satisfactorily completed; and,
    - (v) determine, in consultation with the University, whether the Work is finally complete.
  - e. If the Work is not finally complete, the process shall be repeated until the Work is complete to the satisfaction of the University.
3. Certification Of Final Payment To Contractor:
  - a. Promptly after the Work is determined to be finally complete and the Professional determines that the Contractor has properly submitted all the items referenced in Paragraph 2 Final Completion above, the Professional shall determine whether the Contractor is entitled to final payment and, shall certify to the University in writing.
  - b. The Professional's certification that the Contract is entitled to final payment constitutes the Professional's representation to the University that:
    - (i) the Work complies with
      - (a) the Contract For Construction,
      - (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project, and



- (c) installation is in a good and workman like manor and meets Industry standards ;
- (ii) the Contractor has submitted proper Final Completion close-out documents;
- (iii) all mechanics' liens, construction liens, contractor's trust fund claims, and similar claims have been resolved, or in the alternative, all appropriate waivers and appropriate indemnification(s) have been secured; and,
- (iv) the Contractor is entitled to final payment.

#### **2.8.10 AS-BUILT DOCUMENT PACKAGE**

The Professional shall provide to the Owner, at the time it submits a signed certificate of final payment, all final completion close-out documents, two sets of record drawings sealed by the Professional, and, a complete set of the computer files of the project, accurately depicting all as-built construction, in the form required by the University, based upon the as-built and record drawings and markups submitted by the Contractor. The as-built documents are to be submitted within four (4) weeks of the mark-ups being received from the Contractor. A revised Program document shall be submitted with this package. All document shall be submitted in pdf electronic format and in addition all drawings shall be submitted in Autocad format bound with all xreferenced information.

### **PART III: GENERAL TERMS AND CONDITIONS**

#### **ARTICLE 3.1: ACCOUNTING**

1. Authorization for the Professional to incur costs for Professional services shall be by University Purchase Order or Vendor Contract. Only the phases funded and authorized by the University's Project Manager in writing may be billed. It shall be the Professional's responsibility to carefully monitor the costs and progress and to give timely notification of any need to increase the authorized funds. Increases or decreases to authorized funds must be in writing by the University and shall be processed by an Advise of Change to the Purchase Order or Vendor Contract. Unauthorized work will not be compensated.
2. The Professional shall keep records of cost and expense to support the Professional's Request for Payment, which shall be attached to each request for payment.

#### **ARTICLE 3.2: INDEMNIFICATION**

1. To the fullest extent permitted by Law, the Professional shall defend, protect, hold harmless, and indemnify the University, its Board of Trustees, Officers, Employees and Agents from and against liability, loss, claims, demands, suits, costs fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually arising out of bodily injury to, or sickness, or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the University, its Board of Trustees, Officers, Employees and Agents actually arising out of or resulting from and to the extent caused by the Professional's negligent services, including without limitation any breach of contract:
  - a. Of the Professional; or
  - b. Of the Professional's consultants, subcontractors or suppliers; or
  - c. Of the agents, employee's or servant's of the Professional or its Consultants, Subcontractors or Suppliers.
2. Such responsibility shall not be construed as a liability for damage caused by or resulting from the negligence of the University, its Board of Trustees, Officers, employees and Agents other than the Professional, its employees, or any other party not directly related to the Professional.

3. If there are errors of omissions discovered in the Professional's services, the Professional shall, without compensation by the University, provide and process all documents, and provide other services, required as a result of the professional's errors or omissions in his services.
4. The University's selection of one or more remedies for breach of this Agreement for Professional Services shall not limit the University's right to invoke any other remedy available to the University under this Agreement for Professional Services or by law.
5. The Professional shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect consequential damages.

### **ARTICLE 3.3: OWNERSHIP OF DOCUMENTS**

All Project Documents prepared and furnished by the Professional shall become the property of the University upon their acceptance, in writing, and upon payment in full to the Professional by the University or upon the prior termination of the Professional's services hereunder, and the Professional shall have no claim for further employment or additional compensation as a result of exercise by the University of full rights of ownership of these Project Documents and materials. The University shall have the right to use the Project Documents, after the completion of the project scope of work, with out modifications to the design or intent as they see fit for normal maintenance and repair. The University shall indemnify and hold the Professional harmless for any modifications or reuse of the documents by the University or by any third party acquiring them by or through the University.

### **ARTICLE 3.4: TERMINATION**

#### **1. By The University**

The University may, by written notice to the Professional, terminate this Agreement in whole or in part at any time, either for the University's convenience or because of the failure of the Professional to fulfill Agreement obligations.

- a. Upon receipt of such notice, the Professional shall:
  - i. immediately discontinue all services affected (unless the notice directs otherwise), and
  - ii. deliver to the University all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process.
- b. If the termination is for the convenience of the University, the Professional will be compensated for the services to date of termination, no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to the failure of the Professional to fulfill Agreement obligations, the University may take over the work and prosecute the same to completion by Agreement or otherwise.
- d. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been effected for the convenience of the University. In such event, adjustment in the Agreement price shall be made as provided in sub-section b of this article.
- e. The rights and remedies of the University provided in this article are in addition to any other rights and remedies provided by law or under this Agreement.

#### **2. By The Professional**

The Professional may terminate this Agreement upon giving the University 60 calendar days prior written notice for any of the following reasons:

- a. Breach by The University of any material term of this Agreement, including but not limited to payment terms.

- b. Transfer of ownership of the project by The University to any other persons or entities not a party to this Agreement without the prior written agreement of the Professional.
- c. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any additional services required because of such changes.

### **ARTICLE 3.5: ASSIGNMENT**

The Professional shall not assign this Agreement, or any part thereof, without the prior written consent of the University. The Professional agrees that the University shall have the right to assign any or all of its right, title, and interest under this Agreement to any entity or institution which provides funding or financing to the University for any and all projects covered by this Agreement, including but not limited to the Michigan State Building Authority and/or the State of Michigan.

### **ARTICLE 3.6: GOVERNING LAW**

The Agreement shall be construed in accordance with the laws of the State of Michigan.

### **ARTICLE 3.7: NON-DISCRIMINATION**

In connection with the performance of work under this Agreement, the Professional agrees as follows:

1. The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Professional will take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
2. The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight or marital status.
3. The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Professional's commitments under this Article.
4. The Professional will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Article 6 1976 PA 453, as amended.
5. The Professional will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and each subcontractor. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this Agreement and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.
6. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a Professional has not complied with the contractual obligations under this Agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Agreement found to have been violated, and/or declare the Professional ineligible for future Agreements with the state and its political and civil subdivision, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Professional is declared ineligible to contract as a contracting party in future Agreements. In any case before the Civil Rights Commission in which cancellation of an existing Agreement is a possibility, the

University shall be notified of such possible remedy and shall be given the option by Civil Rights commission to participate in such proceedings.

7. The Professional shall also comply with all applicable state and federal laws, as amended, concerning the rights of handicapped and disabled persons.
8. The Professional will include, or incorporate by reference, the provisions of the foregoing paragraphs a) through g) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

### **ARTICLE 3.8: AGREEMENT CLAIMS AND DISPUTES**

In case of dispute, the University and Professional agree to first discuss and negotiate any disputes or claims prior to seeking arbitration, litigation, or other formal adjudication process. However, if the University and Professional cannot settle such dispute or claim by themselves within thirty (30) days, or longer time as agreed by the University and Professional, after the claim or dispute arises, the University and Professional shall make good faith efforts to agree on an Alternate Dispute Resolution (ADR) process. If the University and Professional cannot agree on an ADR within thirty (30) additional days, each party shall have all rights afforded to them by law, equity, and by the Agreement. Nothing contained in this agreement shall reduce or limit the University's rights relative to payments, withholding of payments, termination, or all other rights afforded to it in the Agreement. The University will notify the Professional thirty(30) days prior to withholding of any payments, and shall identify the reasons for withholding payment. The Professional shall continue the Work during such dispute resolution process unless the Agreement expressly provides other cause to stop or suspend the Work, or the University directs the Professional to stop or suspend the Work.

### **ARTICLE 3.9: RECORD DRAWINGS**

Upon completion of the work, the Professional shall compile for, and deliver to the University, one (1) set of record documents, along with one (1) copy in electronic Autocad format (on compact disc), conforming to the Contractor's as-built drawings as provided to the Professional. This set of documents shall consist of the corrected specifications and drawings showing the reported locations of work. While the information submitted by the Contractor and incorporated by the Professional into the record will be assumed to be reliable, the Professional shall not be responsible for the accuracy of the information provided by the Contractor.

### **ARTICLE 3.10: COMPLIANCE WITH LAWS / RULES / POLICIES**

1. **Compliance with Laws** The Design Professional shall exercise professional care in his or her efforts to comply with all applicable state and federal laws, codes, regulations and University policies, and rules in effect as of the date the contract documents are issued for bids and shall have the responsibility of having its agents, employees, and subcontractors so comply.
2. **Incorporation of other required provisions.** Any other term or provision required by law to be in this Agreement is incorporated herein as if fully set forth in this Agreement.
3. **Conflict among documents.** In the event there is any conflict between this Agreement and any other Contract Document, the terms of this Agreement shall prevail.
4. All paperwork associated with this project; i.e.: correspondence, specifications, drawings and etc. shall clearly indicate the University's Project Number.

### **ARTICLE 3.11: STANDARD OF CARE**

**Standard of Care to be exercised.** Any other paragraph in this Agreement, the Construction Documents or any other document to the contrary notwithstanding, all services provided by the Professional under this Agreement shall be performed with the same standard of care and skill exercised by a professional of recognized experience and expertise in the design and construction of

similar university facilities, and at a minimum, all statements in the Professional's initial Proposal will be expected to be fulfilled. The Professional shall be responsible for that same standard of care and skill for all services provided hereunder whether such services are provided directly by the Professional, Professional's employees or agents, or by any consultants hired by the Professional.

**Redesign and Correction Obligations.** If errors and omissions in the project are detected in the plans and specification before the commencement of construction, the costs of any redesign required to incorporate the item or feature omitted or correct the error shall be borne by the Professional. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the University. If however, the error or omission is not detected until after commencement of construction and removal and replacement of a portion of the construction is required and if incorporation of the omitted item or feature should reasonably and properly have been provided by the Professional, then the cost of the removal and reconstruction required to begin incorporation of the omitted item or feature shall also be born by the Professional. If the error is not detected until after the work is in place, the Professional shall also bear the cost of removal and replacement of any construction erroneously emplaced. When such errors are identified, they are to be discussed, resolved and documented promptly by the project team.

### **ARTICLE 3.12: COMPENSATION CALCULATION**

The University agrees to pay the Professional an hourly rate for the work and services defined under the terms of this agreement for a Total Amount Not to Exceed as calculated in accordance to the instructions defined, summarized and documented in Attachment B and summarized on the Project Compensation Sheet.

### **ARTICLE 3.13: PAYMENTS**

1. Payment requests shall be submitted electronically on a University request form (Attachment A). Submittals shall be monthly as the project progresses. Requests shall summarize amounts authorized, earned, previously paid and currently due for each phase. Charges for each phase shall be itemized and documented in such form and detail as the University may require. Payments will be made within 30 days of invoice date, provided all paperwork and backup materials are correct and the University's Project Manager has approved payment. Each application for payment using Attachment "A" shall include at a minimum the following information:
  - a. Project Number (Master and/or Sub-number)
  - b. Project Phase
  - c. Name of individual and position providing service
  - d. Hours worked, by individual for each phase: Reimbursable provided
  - e. Direct cost, multiplier and charge
  - f. Copy of certified site visitation log or site visit report showing time on-site
  - g. Receipts for reimbursable's if allowed.
2. Professional shall promptly supply the University with what ever detailed information requested by the University to support an application for payment.

### **ARTICLE 3.14: COMPLETE AGREEMENT / MODIFICATION**

**The Agreement constitutes the entire agreement as to the project between the parties. Any modification of the Agreement must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the University may require. No modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for, design errors, omissions or neglect on the part of the Professional.**

The rest of this page left intentionally blank.

**PART IV: SIGNATURES**

**IN WITNESS, WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representatives on the dates shown beside their respective signatures, with the Agreement to be effective upon the date on which the Professional receives a copy executed by the university representative(s) by registered or certified mail or by delivery in person.**

**FOR THE PROFESSIONAL:**

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please type)

\_\_\_\_\_  
Title

**FOR THE UNIVERSITY:**

WESTERN MICHIGAN UNIVERSITY \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please type)

\_\_\_\_\_  
Title

**ATTACHMENT "A"**

**Western Michigan University  
PROFESSIONAL Payment Request**

WMU Project No.:	Date:	Audited:	Checked:
WMU Purchase Order No.:	PROFESSIONAL Invoice No.:		
Project Title:			
Name/Address of PROFESSIONAL:	Instructions to PROFESSIONAL:  Submit your billings on this form using typewriter or ink. Use separate payment request forms for each Agreement.		
- Project Manager's Certification -  I hereby certify that the services represented by this payment request were properly authorized, and are for a purpose included within the appropriation or as otherwise provided by law. The amounts are correct and proper and are hereby approved for payment.  Signed: _____ WMU Authorized Agent	- Professional's Certification -  I hereby certify that the services listed below are proper charges against Western Michigan University.  Signed: _____		

Give Complete Description of Services Rendered as appears in the Agreement:	Amount of this Invoice
Adjustments:	
Net Total:	



## ATTACHMENT “B”

### B.1 PROFESSIONAL COMPENSATION CALCULATION

The following instructions are to be used by the Professional to determine the allowable multiplier and fee for compensation on University projects.

1. No further compensation will be paid as a part of the Professional’s compensation unless the University requires the Professional to make alterations or revisions to the design documents that substantially depart from the design direction accepted in the preceding phases of the project and which cause the Professional an unusual and unanticipated expense. If the Professional determines that such alterations or revisions do substantially depart, the Professional will notify the University’s representative in writing within seven days of original notification by the University’s representative to perform such work and will do no work unless the written agreement for additional compensation is entered into by the University and the Professional. The University will compensate the Professional for such amount only as will be agreed upon in writing.
2. Compensation to the Professional and it’s Consultants shall be on an hourly basis for services rendered, except for any reimbursable expenses provided for in this Agreement. Total compensation for any phase may not exceed the amount authorized for that phase. Compensation for services and reimbursable expenses shall not exceed the amount authorized in the Agreement or Agreement change issued by the University to the Professional and such service shall not be rendered and such expense shall not be incurred prior to the issuance of such order.
3. Compensation to the Professional and it’s Consultants shall be determined using direct payroll costs for employees performing a direct service for the project times a multiplier. The multiplier shall include, but is not limited to, such items as fringe benefits, travel expenses, equipment rentals, operational expenses, reproduction services for other than bid documents, employees not providing a direct service, other indirect costs, profit, etc., as detailed below. Direct payroll cost shall be the actual amount paid the employee for services on the project exclusive of fringe benefits, vacations, sick leave, other indirect costs and profit. Direct payroll costs for the personnel involved in the project shall be provided in the manner indicated and attached to this Agreement. Such costs and multipliers shall not change during the life of this Agreement without written Acceptance by the University.
4. Reimbursable expenses shall be direct costs to the project that have been approved by the University in writing and shall have a markup of no more than 1.0. Reimbursable expenses that have been approved by the University in writing for consultant fees and can be documented to fall under the regulations of the State of Michigan Single Business Tax shall have a mark up of 1.1.
5. It is expressly understood by both parties that the amount set forth on these project sheets are maximum, not-to-exceed amounts, and that no amount shall be moved or changed from one line item, project, or budget amount into another without the Owner’s prior, express written Acceptance.
6. The following instructions are to be used by the Professional to determine the allowable multiplier for use on University projects.

### B.2 MULTIPLIER CALCULATION

Based on Previous Year Expenses

$$\text{Multiplier} = \frac{(\text{Direct Payroll Cost} + \text{Overhead Allowance}) \times \text{Profit Factor (1.1 Maximum)}}{\text{Direct Payroll Cost}}$$

**B.3 INCLUSION ITEMS FOR MULTIPLIER CALCULATION**

1. OVERHEAD ALLOWANCE ITEMS NOT ALLOWED FOR INCLUSION IN THE MULTIPLIER CALCULATION

Bonuses

Profit Sharing

2. OVERHEAD ALLOWANCE ITEMS ALLOWED FOR INCLUSION IN THE MULTIPLIER CALCULATION

<p><b>SALARIES:</b> Principals (not project related) Clerical (not project related) Technical (not project related) Temporary help (non-technical time) Technical Training Recruiting Expense</p> <p><b>FINANCIAL:</b> Depreciation</p>	<p><b>INSURANCE:</b> Professional Liability Insurance Flight and Commercial Vehicle Valuable Papers Office Liability Office theft Premises Insurance Key-man Insurance</p> <p><b>MISCELLANEOUS:</b> Professional Organization Dues for Principals and Employees Uncollectible Fees</p>	<p><b>EMPLOYEES BENEFITS:</b> Hospitalization Employer's FICA Tax Unemployment Insurance Federal Unemployment Disability Worker's Compensation Vacation Holidays Sick Pay Medical Payments Pension Fund Insurance – Life Retirement Plan</p>
<p><b>SUPPLIES:</b> Postage Drafting Room Supplies General Office Supplies Library Maps and Charts Magazine Subscriptions</p> <p><b>SERVICES (PROFESSIONAL):</b> Accounting Legal Employment Computer Services Research</p>	<p><b>PRINTING AND DUPLICATION:</b> Specifications (other than for bidding) Drawings (other than for bidding) Photos Xerox</p> <p><b>TRAVEL:</b> All Job Related Travel</p> <p><b>EQUIPMENT RENTALS:</b> Typewriter Bookkeeping Dictating Printing Furniture and Fixtures</p>	<p><b>SERVICES (NONPROFESSIONAL):</b> Telephone and Telegram Messenger Services Mail and Postage Charges</p> <p><b>LOSSES:</b> Bad Debts (net) Licensing Fee Thefts (not covered by bond) Forgeries (not covered by bond)</p>
<p><b>OFFICE FACILITIES:</b> Rents and Related Expenses Utilities Cleaning and Repair Instruments</p>		<p><b>TAXES:</b> Franchise Taxes Occupancy Tax Unincorporated Business Tax Property Tax Single Business Tax</p>

**B.4 PROFESSIONAL'S PAYROLL RATES**

The Professional shall provide as part of this Agreement or in their proposal a listing of Professional Direct Payroll cost by classification (Rate sheet). The Professional and it's Consultants shall also provide a list of all the employees that are assigned and/or charging to the project including support personnel and their classifications. Any changes to this list during the project shall be submitted and accepted by the University in writing prior to the next invoicing. Personnel not listed shall not be billed in the monthly invoices.

**PROJECT COMPENSATION SHEET**

PROJECT TITLE: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

UNIVERSITY PROJECT NO. \_\_\_\_\_ PROFESSIONAL PROJECT NO. \_\_\_\_\_

Compensation to the Professional for individual tasks described in Article 1 shall not exceed the following amounts unless authorized by Agreement change order.

<u>PROJECT PHASE</u>	<u>SUBTOTAL AMOUNTS</u>	<u>MULTIPLIER</u>	<u>AMOUNT NOT TO EXCEED</u>
100 Study			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
200 Program Analysis			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
300 Schematic Design			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
400 Design Development			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
500 Construction Documents			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
600 Pre Construction			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
700 Construction			
Direct Payroll	\$ _____ X _____	=	\$ _____
Consultants	\$ _____ X _____	=	\$ _____
Reimbursable	\$ _____ X _____	=	\$ _____
TOTAL			\$ _____
<b>PROJECT GRAND TOTAL</b>			<b>\$ _____</b>

Professional's Signature: \_\_\_\_\_ Date \_\_\_\_\_