



**WAYNE STATE  
UNIVERSITY**

# **Request for Proposal**

**Professional Design Services  
for Wayne State University  
State Hall Renovation  
Project No. 016-328302**

**June 4, 2021**



**Wayne State University  
Procurement & Strategic Sourcing**

**5700 Cass Avenue  
Suite 4200  
Detroit, Michigan 48202**

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**I. Invitation – Registration / Notice of Intent**

Wayne State University (“WSU”) invites selected Design Professionals (“Responders”), to submit competitive proposals in accordance with the requirements of this Request for Proposal (“RFP”) for the provision of **Professional Design Services** for the **State Hall Renovation**.

Your company has been selected to participate in a “Request for Proposal” (RFP) process to provide these services based upon your experience and/or ability to successfully perform the professional design services outlined herein. The objective of this process is to standardize service delivery within this project and to identify a firm who will provide the optimum mix of quality, service, experience and cost opportunities for these rendered services.

We have established the following action plan and provided instructions, to assist you in completing this RFP process in a timely manner.

**RFP Submittal Instructions:**

Please read the RFP carefully and follow all instructions given.

If you are interested in participating in this process, please complete the WSU online registration form. The link for the registration form will be posted with the proposal details at <https://go.wayne.edu/designservicebids>, no later than **June 9, 2021** by 12:00 Noon EST. Use this form to confirm your attendance at our **Optional** Pre-Proposal Meeting to be held on **June 10, 2021** at **9:30 am** EST and your intent to submit a proposal for the services listed.

**To participate, it is Optional that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q&A session) to be held via Teams:**

**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
**+1 313-261-5339,998060022# United States, Detroit**  
**Phone Conference ID: 998 060 022#**

When Prebid Meetings are **Optional**, a “Secret Word” will be provided at the conclusion of the meeting. In our scorecard process, nominal points will be awarded for attendance. This information will not appear in the minutes or subsequent clarifications.

By returning a completed submission, you stipulate that you have answered the enclosed questions completely, accurately and agree to abide by the general terms and conditions stated therein. To be considered, you must return your completed proposal in accordance with the schedule outlined in item 3 - Critical RFP Dates and Deadlines.

Your participation in this process is appreciated. We respectfully request that you do not contact any other WSU personnel regarding questions about this RFP.

## 1. Project Description

The successful design team will be contracted to provide complete design and engineering services for the programming, schematic design, design development, development of contract documents intended for bidding purposes for the project, trade contract evaluation assistance, and construction administration, in conjunction with the owner and CM firm selected.

Please refer to Item 17 for complete details regarding the Design Professional scope and deliverables.

## 2. Conditions and Notices to Responders

- A. **Confidentiality of Proposal.** The RFP is confidential information. No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language in any form by any means without the written permission of WSU.
  - B. **Selection Criteria.** Responders are advised that WSU shall make selections based on its determination of which firms can offer the optimum value proposition. This value proposition is a combination of price, terms, team experience, quality, functionality and service capability.
  - C. **Document Ownership.** The RFP documents and all copies thereof are strictly confidential and the property of WSU. WSU is not obliged to return Responder proposals and related documents.
  - D. **RFP is Not a Contract.** Acceptance of a proposal does not commit WSU to award a contract to any Responder, regardless of whether the proposal meets all the requirements stated in this RFP, nor does it limit WSU's right to negotiate in its best interests. WSU reserves the right to reject any or all proposals and price quotations received for any reason whatsoever. Neither the receipt of any proposal, nor failure to reject any proposal shall impose any legal obligation on WSU.
  - E. **Right to Terminate RFP process.** WSU reserves the right to terminate the entire RFP process at any time without incurring any liability.
  - F. **Exceptions/Limitations.** If a Responder is unwilling or unable to meet any RFP requirement, an explicit statement to that effect must be made in the proposal as an exception/limitation.
  - G. **Liability for Costs.** During the RFP process, Responders will incur certain costs associated with and related to the RFP process; WSU shall not be liable for any such costs. WSU accepts no liability for any costs incurred by Responders in generating their responses to the RFP, any cost incurred by Responders carrying out due diligence, any Responder costs relating to providing any additional information or demonstrations, and any Responder cost relating to any subsequent negotiations with WSU. Throughout the RFP process, Responders shall provide any assistance that may be required, at no cost. No statement by WSU should be viewed as a request or justification to increase or change inventory, staff, facilities, and business relationships, or internal business processes.
  - H. **Non-Binding Projections.** Any projections and quantities included in this RFP or within subsequent projects or orders are non-binding. WSU may change its projections and quantity estimates as necessary during the RFP process.
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- I. **Non-Exclusivity.** Any contracts that result from this RFP are non-exclusive and contain no mandatory volume/expenditure requirements. WSU reserves the option to conduct business with more than one firm for the same services and or commodities.
- J. **No Warranty of Information.** The information is provided for indicative purposes only and it is the Responder's sole responsibility to undertake whatever investigation and due diligence it needs to carry out to verify the accuracy of any information provided or received relating to the RFP, the due diligence process or otherwise. It is understood that Responder shall inform WSU of all investigations and due diligence activities it shall perform; furthermore, Responder shall request WSU's authorization including but not limited to when contacting the University, accessing the building or requesting building services, contacting the building department or city agencies as related to the project.
- K. **Validity Period.** Proposed prices will be guaranteed for the duration of the RFP and for at least **120 days following the delivery of Responder's proposal.**

### 3. Critical RFP Dates and Deadlines

Event	Deadline or Date of Event
Issue Design Professional RFP	<b>June 4, 2021</b>
Registration/Intent to Bid Notification	<b>June 9, 2021</b> by 12:00 Noon EST
<b>Optional</b> Pre-Proposal Meeting	<b>June 10, 2021 @ 9:30 am</b> EST
Final Day / Deadline for Question	<b>June 21, 2021 @ 12:00 Noon</b> EST
WSU Response to Questions	Within 2 days of the Question Deadline
Deadline for Proposal Submission (electronic submission)	<b>June 25, 2021</b> by 4:00 pm EST The link for bid submission will be posted with the bid details at <a href="https://go.wayne.edu/designservicebids">https://go.wayne.edu/designservicebids</a>
Short List Announced	Approximately <b>June 27, 2021</b>
Presentations/Interviews	Approximately <b>June 28, 29, and 30, 2021</b>
Select Design Professional	Approximately <b>July 12, 2021</b>
Contract Negotiations and Execution	Approximately <b>July 2021</b>

**\*The University reserves the right to adjust these dates at its own discretion.**

## II. RFP Procedure and Requirements

### 4. Introduction

- A. **Information.** This RFP outlines the information required from Responder to be considered as a potential provider of all requested services to WSU. The terms "Company", "Responder" or "Firm" as used in this RFP, shall mean any qualified business submitting a proposal in response to this RFP.

- B. **Proposal Format.** The following sections provide the mandatory format, instructions and procedures for preparing and submitting responses to the RFP. Each Responder **must** provide every component listed in the order shown in this RFP, using the format prescribed for each component.
- C. **Proposal Completeness.** Each proposal must contain a detailed description of how the Responder will provide each of the services outlined in this RFP and sufficient information to permit WSU's evaluation of Responder's capabilities and pricing. In addition, the responses should follow the order of the RFP questions, providing detailed answers to each question, which will enable the project team to review the proposal completely and efficiently.
- D. **Proposal Exceptions.** Any exceptions, exclusions, clarifications, conditions, liabilities, or limitations Responder's organization may have to any of the requirements of this RFP should be identified **Exhibit 1, the "Restricted Services/Exceptions to RFP"** section of the Proposal. Appropriate attachments and supporting documentation such as diagrams, flow charts, specifications, detailed configurations annual reports, etc. should be provided where requested and as necessary, in electronic format whenever possible. Responders that include the least amount of exceptions will be considered more favorably.
- E. **Proposal Innovation.** This RFP is open to innovative and creative responses. Any ideas that would make attainment of WSU's stated objectives simpler, more efficient, and/or cost effective are expected and will be considered. Responder is encouraged to respond to this RFP with creative ideas regarding product, process and systems if the RFP requirements in this Section are also met.
- F. **No Liability.** All Responders are advised to thoroughly read and examine all RFP documents which are provided by WSU. WSU accepts no responsibility or liability for details assumed or conclusions drawn from information supplied in such documents.
- G. **No Claims of Ambiguity.** All Responders shall be deemed, by the submission of their proposal, to have fully understood the objectives of the RFP. Any claims of ambiguity after any resulting contract award is made shall not be accepted.
- H. **Freedom of Information Act (FOIA).** Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any response, proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act, regardless of notations in the Responder's Proposal to the contrary.

## 5. Registration/Intent to Bid

- A. If you are interested in participating in this process, please complete the WSU online registration form. The link for the registration form will be posted with the proposal details at <https://go.wayne.edu/designservicebids>, no later than **June 9, 2021 by 12:00 noon EST**.
  - B. Use this form to indicate your attendance at our **Optional** Pre-Proposal meeting and your intent to submit a proposal for the services listed.
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## 6. Optional Pre-Proposal Meeting

- A. To participate, it is **Optional** that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q&A Session). You must attend in person or by the Microsoft Teams virtual meeting when offered.
- B. **Date & Time:** **Optional** Pre-Proposal meeting to be held on **June 10, 2021 at 9:30 am EST.**
- C. **Location:** **Optional** pre-proposal meeting will be located at:
  - Microsoft Teams meeting**
  - Join on your computer or mobile app**
  - [Click here to join the meeting](#)
  - Or call in (audio only)**
  - +1 313-261-5339,,998060022# United States, Detroit**
  - Phone Conference ID: 998 060 022#**
- D. When Prebid Meetings are **Optional**, a “Secret Word” will be provided at the conclusion of the meeting. In our scorecard process, nominal points will be awarded for attendance. This information will not appear in the minutes or subsequent clarifications.
- E. Minutes for the Prebid Meeting are distributed, and published on the website as an Addendum. Vendors are responsible for the information in this and all other Addenda, and must acknowledge each addendum in Exhibit C.

## 7. Proposal Requirements

- A. Information:
  - a. All firms responding to this RFP must submit complete responses to the applicable information requested in this section and clearly note any exceptions to any information contained in the RFP. Proposals are limited to **30** pages total, one sided, and eleven (11) point font. **(This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but the red-line contract review, the statement of probable cost, the level of effort of table, tab sheets and the cover pages do not count in the overall document count)**. Proposals will be evaluated based upon the selection criteria presented in Section 13. Proposals must present information in a clear and concise manner, following the format indicated below:
- B. Executive Summary:
  - a. Provide a one-page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by name and define their roles for this project. Describe in summary fashion the experience your team has with projects like the proposed **State Hall Renovation** by indicating the use, quantity and cost relative to a timeframe (for example, note actual sitework projects and building types completed over the past three years, with an average project cost similar in size and scope to this project).
- C. Firm Contact Information and Firm Overview:
  - a. Clearly identify the name, address, and e-mail of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the

- project. Provide a profile of the local office presence and capabilities of the local office to support this project.
- b. If a joint venture, list similar information for each firm and the rationale for the joint venture, previous similar experience in a joint venture, previous experience with this joint venture partner, and a summary of the joint venture agreement indicating the roles and responsibilities of each party.
- D. Experience:
- a. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.
  - b. Demonstrated expertise and experience in sustainable construction practices. Identify experience in utilizing an integrated design approach, life cycle cost analysis, and other practices used by your firm in meeting sustainable design goals. Identify participating team members with appropriate experience, including LEED/Sustainable Design experience.
  - c. Identify **3 projects** within the past **3 to 5 years**, similar to the proposed **State Hall Renovation**, in which your firm has provided Architectural/Engineering Services. The following information is requested on each project: (Limit: 2 pages per project)
    - a. Owner name and address
      - i. Name of parent system, if applicable
      - ii. Profit or non-profit status
      - iii. Completion date and/or status of project
    - b. Project description (new construction and/or renovation; identify major elements of project and/or unique features)
    - c. Project size (number of square feet, separate new construction from renovation)
    - d. Lead design architect for your firm and other key personnel involved in the project
    - e. Client reference (name, position, address and telephone number)
    - f. Describe how your firm worked collaboratively with multiple stakeholders to ensure all project requirements were achieved.
    - g. Project Budget
      - i. Initial Budget
      - ii. Final Budget
      - iii. Variance (%)
    - h. Photographs and plans, diagrams and other graphic materials for the three (3) recent Projects described in the Proposal.
    - i. Provide 3 examples (narratives and illustrations) of solutions to project challenges which are representative of your team's creativity. (Limit: 2 pages per example)
- E. Team:
- a. Identify your company's proposed project team. Include the staff qualifications, biographies, roles and responsibilities that make them ideal candidates for project.
- F. Approach:
- a. Describe your team's project approach to construction estimating and pre-construction activities that will control the project budget throughout the remaining design efforts, methods of obtaining an understanding of the project and interacting with the University, and the challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to renovate these projects for the University?
- G. Minority, Woman or Physically-Challenged Owned Business Enterprises (M/W/DBEs)
- a. Specify in your proposal whether ownership of your company is a certified M/W/DVBE. The University, in accordance with guidelines from the MMSDC and WBENC, considers an
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M/W/DVBE as one that is at least 51% owned, operated, and controlled by an M/W/DVBE, or in case of a publicly-owned business, at least 51% of the stock must be owned by an M/W/DVBE.

- b. If the firm is not an M/W/DVBE, describe the firm’s partnering relationships (if any) with M/W/DBE and how it plans to support the UNIVERSITY’S goal to award UNIVERSITY business to M/W/DVBEs.
- c. A complete set of the University's Supplier Diversity Program, which includes complete definitions of each of the above, can be downloaded from our web site at <http://policies.wayne.edu/administrative/04-02-supplier-diversity.php>.

H. Proposed Fee:

- a. Using the level of effort work plan provided, (**Exhibit “B”**), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each. Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. List and define any other assumed fees, including specialty consultants. Total ALL expenses and hours for the project. The University will not be responsible for math errors made by the vendor.
- b. Specify whether the fee covers all services outlined in this RFP. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work but were not requested by the University. In the latter case, provide a proposed fee(s) for those services.

I. Wayne State Wage Requirements:

- a. The eventual Construction Manager (CM) or General Contractor (GC) will be required to have all construction and construction-like work be performed in accordance with Wayne State Wage Requirements. Please reference **“Appendix 8 – Wayne State Wage Rate Schedule”** for project requirements. Please acknowledge understanding in your response.

**8. WSU Representative(s)**

- A. During the RFP process (from the date of issue through the date of contract award or other final decision) **Valerie Kreher** (WSU) shall serve as the Primary Representative on behalf of WSU and shall be the sole source of official information regarding this RFP. There should be no direct contact to any other staff at WSU. Representatives as listed below:

Description	Primary Representative	Secondary Representative
Name:	<b>Valerie Kreher</b>	<b>Robert Kuhn</b>
Title:	<b>Senior Buyer</b>	<b>Senior Buyer</b>
Company:	WSU	WSU
Street:	5700 Cass Avenue, Suite 4200	5700 Cass Avenue, Suite 4200
City, State, Zip:	Detroit, MI 48202	Detroit, MI 48202
Phone:	<b>313-577-3720</b>	N / A
E-mail Address:	<b>rfpteam2@wayne.edu</b>	<b>ac6243@wayne.edu</b>

## 9. Questions

- A. **Question submission:** All questions or requests for clarification regarding this RFP must be submitted in electronic format via email to and received by the WSU Representative(s) no later than **June 21, 2021 by 12:00 pm EST.**
- B. **Questions:** WSU will distribute all questions and responses via Addendum, which will be posted to the Website.
- C. **Walkthrough:** Responders are encouraged to walk the site to verify existing conditions. A walkthrough may be held directly after the **Optional** Pre-Proposal meeting.

## 10. Proposal Delivery

- A. **Proposals Due:** Proposals for A & E Services will be received at the office of the Procurement & Strategic Sourcing by electronic submission on **June 25, 2021**, until 2:00 pm EST.
- B. **Proposal Submission Link:** The link for proposal submission will be posted with the proposal details at <https://go.wayne.edu/designservicebids> beginning **June 4, 2021**.
- C. Responders must combine documents into one PDF for the ease of distribution within the University, and to ensure no portion of your response is inadvertently omitted in transmission to the University or internally to the end user department. When required, also include an Excel file, matching the version in the PDF Proposal.
- D. The electronic submission should be limited to no more than one of each of the following file types: one PDF document, and one Excel Workbook when required, with a total file size less than 20 megabytes. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your proposal. If you do not receive an auto-reply message, check the address you used and resubmit your proposal.
- E. All inquiries regarding this RFP shall be made in writing and submitted by e-mail to **Valerie Kreher** at **rfpteam2@wayne.edu** and copied to **Robert Kuhn** at **ac6243@wayne.edu** prior to the deadline stated in the project schedule.
- F. **Economy of preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Responder's offer to meet the requirements of the RFP. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data.

## 11. RFP Changes/Proposal Changes

- A. **RFP Changes.** If it becomes necessary to modify the RFP, WSU shall provide such changes in writing via Addendum, which shall be distributed to the appropriate ListServ and shall be posted to the Website. Responder shall acknowledge receipt of all amendments, addenda and changes

issued regarding this RFP in Schedule D.

- B. **Proposal Changes.** Changes in Responder's proposal will be accepted if they are received / resubmitted on or before the deadline for RFP responses. Proposal changes must be submitted as complete and self-contained replacement proposal, with information regarding the earlier proposal to be discarded. However, if WSU modifies the RFP, WSU shall notify Responders of the new deadline to submit revised proposals.
- C. **Proposal Withdrawal.** Responder may withdraw his/her proposal after it has been submitted, if such a request is made in writing with a clear explanation for the withdrawal prior to the deadline for RFP submission.

### III. Proposal Evaluation

#### 12. Evaluation Criteria

- A. WSU may award the contract to the Responder who best meets the terms and conditions of the RFP and is capable of supplying WSU with high quality services, for a competitive price (best value). WSU's evaluation will be based on Responders' proposals and interviews in their entirety, including information and/or factors gathered during related meetings and discussions, and/or subsequent information obtained from other sources including any reference checks.
  - B. The selection committee will review and consider the following, which includes, but is not limited to (these criteria are listed in no particular order):
    - i. Accurate and specific responses to all requests for information as outlined in this RFP.
    - ii. The quality and comprehensiveness of responses from interviews for short listed teams.
    - iii. The quality and comprehensiveness of the project approach as presented in the RFP and interviews.
    - iv. The qualifications and experience of the proposed project team (firms and individuals) in relation to the project.
    - v. Demonstration of the firm's ability to successfully deliver the project recognizing the project schedule.
    - vi. Checks of references provided by the firm.
    - vii. Fees and schedule (Cost / Level of Effort Table) will be considered to determine the best value for the University.
    - viii. Exceptions to Appendix 4 - WSU - Contract for Professional Services.
    - ix. Unique aspects of the firm or team that would add value to this specific project.
    - x. Demonstrated estimating services capability/accuracy (Budget to actual outcome of past projects).
    - xi. Proposed solutions to anticipated project challenges.
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- C. The University reserves the right to request additional information at any time during the selection process.

### 13. In-Person Interviews

- A. **Short List.** Following the evaluation of the proposals, the development of a “short list” may be compiled. Those respondents “short listed” may be invited to attend a formal interview meeting with selected University representatives to facilitate a final selection of the CM firm.
- B. **Participation.** Only those Responders that submit proposals that, in WSU’s sole discretion, effectively address the requirements of this RFP, shall be invited to participate in such interviews. Invitations are at the sole discretion of the University.
- C. **Interview date and venue.** Interviews will be held at WSU’s main campus. Notification of specific locations and times will be communicated by email after RFP responses are received, and are evaluated to determine the shortlist.

### 14. Negotiation Phases

- A. **Concurrent negotiations.** WSU reserves the right to negotiate with more than one Responder at the same time, and to terminate negotiations at any time with any or all of the Responders without incurring any liability.

### 15. Contract

- A. **Contract review.** Responder is required to examine “**Appendix 4 - WSU - Contract for Professional Services**” and clearly indicate and provide red-lined comments for the clauses to which it won’t agree. Generic comments like “agree with exceptions” will not be accepted. Responder must provide alternative verbiage that illustrates its required terms and conditions for WSU consideration.
- B. Modifications to contract proposed by Responder and submitted with its proposal may or may not be accepted by the University, and any accepted changes shall not be subject to further discussion. Please provide comments to the proposed “**Appendix 4 - WSU - Contract for Professional Services**” by 12:00 pm EST, **June 21, 2021**.
- C. **Contract negotiations.** The final terms of any resulting contract may be negotiated with the selected Responder after the RFP process, and is contingent upon acceptable Responder and product performance, price competitiveness and service level fulfillment. The Responder’s response proposal and this RFP will be incorporated into the final contract.

### 16. References

- A. Upon request, Responder must agree to provide a minimum of three (3) qualified references. Requests for references will come from **Valerie Kreher**, and will be treated as confidential and
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not added to the publicly permanent RFP file.

- B. References are to be from organizations that have successfully utilized the Responder's services. The references supplied should include the name and address of the organization, and the contact name(s), titles, e-mail, and the telephone numbers.

#### **IV. Project Deliverables and Schedule**

##### **17. Design Professional Services and Deliverables**

The successful design team will be contracted to provide complete design and engineering services for the programming, schematic design, design development, the development of contract documents intended for bidding purposes for the project, and construction administration.

In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the programming and design activities, all architectural, mechanical, electrical, plumbing, structural, civil, landscape, fire protection, interior design, signage, security, audiovisual systems, acoustical, lighting, telecommunications and cost estimating elements.

The Design Professional shall assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project. The programming effort should include a validation of project needs and anticipated cost to ensure the proposed design is programmatically and financially viable.

The Design Professional will comply with the University's current Campus Wide Master Plan, Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for this design process.

The professional team selected for this project will be required to produce the following deliverables as part of their scope of work for the project:

- A. Programming and Schematic Design:
- Conduct an in-depth study, INCLUDING AN ON-SITE VERIFICATION OF EXISTING CONDITIONS, of the complete civil design, landscape design (as needed), architectural design, site mechanical/electrical systems to determine the most efficient and economical system approach for the project.
  - Prior to design, perform a site visit to thoroughly inspect any existing equipment and test/inspect to ensure the existing system functions and will perform in accordance with the design recommendations.
  - Preliminary meetings with Stakeholders (i.e. Defining Operational Requirements). Stakeholders to be defined upon project award.
  - Conceptual block plans with relationship demonstrating integration into campus, existing building and building systems as a whole.
  - Furnishings and Equipment List: Document proposed furnishings and equipment required

to make the site complete and ready for use.

- Building and Construction Systems: Recommendations for civil, structural, mechanical, electrical, plumbing systems. Basic utilities, including availability, capability, and environmental impact.
- Project Cost: Estimate with sufficient detail to support the design intent.
- Design and Construction Project Schedule. (Refer to item 18)
- Drawings and Outline specifications: site plan, landscape plans, floor plans, elevations, sections and outline specifications.
- Renderings as required to demonstrate design intent.
- Development of cost/benefit analyses of program options.
- Final programmatic/schematic estimate of total project cost.
- Review of design documents with WSU Stakeholders at appropriate stages of the design process.

B. Design Development:

- Building and Construction Systems: Recommendations for structural, mechanical and electrical systems. Basic utilities, including availability, capability, and environmental impact.
- Coordination and incorporation into the documents all details related to owner-furnished equipment and systems including but not limited to:
  - Fixed and Moveable Site Furnishings
  - Data Communications
  - Telecommunications
  - Information Systems
  - Security Systems
  - Other Local and Remote Communication Devices
- Project Cost: Updated estimate with sufficient detail to support the design intent at 50% complete.
- Design and Construction Project Schedule.
- Drawings and Outline Specifications: site plan, landscape plans, floor plans demonstrating space allocations, interior and exterior elevations, sections, and outline specifications developed to demonstrate design intent.
- Renderings as required to demonstrate design intent.
- Proposed finish material schedule and samples.
- Shall illustrate and describe the development of the approved schematic design documents and shall consist of drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to civil, landscape, architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.
- The design development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- Design Consultant shall submit the design development documents to WSU, advise WSU of any adjustments to the estimate of the cost of the work, and request WSU's written approval.
- Evaluation and preparation of cost-saving or value engineering alternatives developed during design, preconstruction, or construction phases. Incorporation of approved

alternatives into the design documents.

- Set up and manage needs analysis meetings with the key technology personnel from the client. All design decision/direction of the engineering systems shall be documented via meeting minutes and submitted for record to the design team by the engineer.
- Identify long lead items.

C. Construction Documents:

- Complete Building and Construction Documents: Plans and specifications, including but not limited to civil, landscape, architectural, structural, mechanical, electrical, plumbing, and specialty disciplines as identified previously, to be used for bidding purposes.
- Construction Documents will be sufficient to allow for complete and accurate pricing, permitting, and construction of the intended space. Construction Documents shall be complete, thorough, and well-coordinated between consultants, etc.
- Design Professional shall incorporate into the construction documents the design requirements of governmental authorities having jurisdiction over the project.
- Prepare signed and sealed documents as required by the municipal agency holding jurisdiction for the project, including follow-up requirement/requests by the municipal/agency and coordination with WSU, General Contractor and other vendors.
- AutoCAD files of Construction Documents are to be provided.
- Project Cost: Update estimate prior to bidding with sufficient detail to support the contract documents at 85% and 100%.
- Construction Schedule: Indicate critical mile stones through project completion.
- Interior Finishes: Finish boards and comprehensive presentation the University's appointed project committee.
- Design Professional will be responsible for the submission of drawings to the state for approval and other AHJ approval requirements on the project. Design Professional shall prepare and manage all applications and other submittals and provide services necessary to obtain all applicable approvals that may be necessary for the construction of the proposed improvements.

D. Construction Administration:

- Required construction administration services to maintain scheduled construction activities including but not limited to field visitations, processing submittals, responding to RFI's, issuance of bulletins, review of pay applications, etc.
- No review period for shop drawings, samples, product information shall take more than one (1) week for any single submission.
- RFI's should be responded to within two (2) days of submission.
- Activities to support the project through reviews by Authorities having Jurisdiction including university officials.
- Attend weekly progress meetings and conduct weekly site visits for the duration of the construction schedule. Verify locations of work as requested by WSU or general contractor. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare periodic field reports as necessary.
- Prepare and issue addenda/bulletin requests for pricing, etc., as requested.
- Review change order requests from the contractor.
- Punch Lists: One or more punch lists to support phased occupancy if required, and final

- punch list at the completion of all work.
  - Final sign off that all punch list work has been completed.
  - Review and approve project close-out documents including as-built drawings and specifications, O&M manuals, RFI's, submittals, bulletins, shop drawings, field logs, warranties, etc.
  - Produce one or more Certificates of Substantial Completion (Standard AIA form).
  - Provide record drawing sets (As-Built's) at close of project in both AutoCAD and PDF to WSU. This may require conversion of the contractors as-built drawings.
  - Prepare and issue Certificate(s) for Payment of the client certifying that, to the best of Design Professional firm's knowledge and information, the quality of the suppliers or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.
  - Assist in resolving contract discrepancies with the project team.
- E. Hardscape/Softscape Furnishing Specifications
- Develop initial scope drawings for each furnishing requirement.
  - Develop a generic "typical" for each furnishing, included but not limited to plan, exterior and interior elevations and 3D isometric drawing with notations.
  - Develop complete finish palette option for each furnishing.
  - Provide budget pricing for each furnishing.
  - Organize showroom tour of applicable dealer/manufacturers, if required.
  - Prepare complete set of specifications for competitive bidding.
  - Analyze bids; prepare bid comparison for review with WSU.
  - Coordinate furnishing locations with Power & Communication Plans.
  - Conduct and publish "Punchlist" with client and furnishing dealer/manufacturer, to ensure compliance with order

## 18. Design and Construction Project Schedule

- A. Responders are required to present a detailed timeline for the proposed Art Gallery Renovation. Prepare the schedule in sufficient detail to define the following at a minimum:
- Major project milestones
  - Each of the five phased bid documents (Conceptual Design/Programming, SD, DD, CD's, CA)
    - Describe what work will be associated with each release
    - Insert WSU review and approvals for each phase
    - Insert major design meetings required for WSU participation
  - Proposed WSU document review timelines for each phase
    - Need to allow 10 days for WSU Stakeholders to review and approval
    - It will not be acceptable for delays to occur due to additional revisions required
  - Anticipated overall duration for both design and construction.
- B. Required Project Schedule Deliverable Dates (refer to Exhibit A – WSU Preliminary Project Schedule)
- a. Conceptual Design/Programming must be complete by: **Provided by A/E**



- b. Schematic Design must be complete by: **Provided by A/E**
  - c. Design Development must be complete by: **Provided by A/E**
  - d. Construction documents must be complete by: **Provided by A/E**
- C. Please reference the **State Hall Renovation Project - Criteria Schedule, Appendix 7**, for minimum project requirements

## 19. Estimated Project Budget

- A. The target project budget is currently **\$80,000,000.00** (this is inclusive of A/E Fees). The final mutually agreed upon project budget will be determined at a later date. This budget will be used to obtain funding for the construction phase of the project.
- B. This budget must include at a minimum:
- a. Construction Costs (CSI Format).
  - b. Soft Costs (Professional Design Fees, Consultant Fees, etc.).
  - c. IT, AV, Fire Protection and Security (as required).
  - d. Owner Provided Items (i.e. Furniture, Equipment, etc.).
  - e. Provide Allowances for unknowns or items that still require further definition.
  - f. Define any exclusions.
- C. A/E shall regularly update WSU with respect cost evaluations of key components of the Project, as reasonably requested by WSU, and deliver to WSU detailed estimates of the Construction Cost. In preparing the Construction Cost estimates and any updates thereto, A/E shall use recognized and accepted cost estimating techniques in the construction industry. After preparing the Construction Cost estimates and updates, A/E and WSU will meet to review the updates and to compare them against the Construction Budget. If A/E's update exceeds the Construction Budget, WSU and A/E will discuss what revisions, if any, have to be made to the documents so that A/E and WSU can meet the mutually acceptable budget. Each shall endeavor to reconcile any questions, discrepancies or disagreements relating to the estimate or Construction Budget. If the reconciled Construction Budget exceeds the then current Construction Budget, then A/E shall provide, as part of its services hereunder, cost estimating, Value Engineering, constructability review and other services as required to meet WSU's budgetary limitations including the evaluation of alternative designs and systems with WSU. WSU may, in its sole discretion, accept or reject any proposed reconciliation, adjustments to the Construction Budget, the estimates of Construction Cost or the Project scope.

## 20. Payments and Prices

- A. WSU's preferred method of payment will be established after contract award.
- B. The proposed contract term is for the contract shall be in effect from date of award for A/E Services and/or issue date of the Contract through the completion of the Professional Design Services, however this duration may be extended if agreed to by the client or if the Design

Professional has not completed contracted services as acceptable be the client.

- C. The pricing policy that Responder submits must address the following:
- a. The structure must be clear, accountable and auditable.
  - b. It must cover the full spectrum of services required.
  - c. It must be submitted using **Exhibit B – Level of Effort Table and Fee Proposal Form**, included with this RFP
  - d. Describe early payment incentive options available to WSU, if any.

## **21. Scope of Work Specific to this Project**

### **1. Design Professional Services Overview**

The design professional selected for this project will be required to fulfill the following but not limited scope of work for the project, separated by design phase. This list may not be all inclusive of the required scope of work. The final scope will be developed during contract negotiations with the successful respondent.

- A. The successful design team will be contracted to provide complete design and engineering services for the programming, schematic design, design development, development of contract documents intended for bidding purposes for the project, trade contract evaluation assistance, and construction administration, in conjunction with the owner and CM firm selected.
- B. The services to be provided by the Design Professional include, but are not limited to, design, meetings, processing/reviewing submittals, RFIs, and correspondence related, but not limited to, all architectural, mechanical, electrical, plumbing, structural, civil, landscape, fire protection, interior design, furniture, signage, security, audiovisual systems, acoustical, lighting, and telecommunications to support the State Hall Renovation project. The Design Professional will also have cost estimating responsibilities.
- C. The State Hall Renovation project is required to obtain LEED Gold Certification. The Design Professional shall be responsible for leading all LEED efforts, submitting LEED documentation, maintaining LEED scorecards, and ultimately providing design solutions to achieve the points needed to achieve gold accreditation. The Design Professional will be required to work with the commissioning agent as well as the WSU sustainability department.
- D. The Design Professional shall assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project. The programming effort shall include analysis of class scheduling and sizes in order to optimize the room sizes and amenities, a validation of project needs, and a validation of anticipated cost to ensure the proposed design is programmatically and financially viable. If the proposed design exceeds the construction budget, the designer will work with the CM and University to redesign or perform value engineering at no additional cost.
- E. The Design Professional will comply with the University's current Campus Master Plan, Strategic Plan, Construction Design Standards, Computing and Information Technology Department (C&IT) Standards, and other University standards as listed in the Owner Project Requirements (OPR) for this design process. The Design Professional is

responsible for designing to the WSU security standards; a copy of this document will be provided to the successful vendor. A list of additional required documents is included in the OPR, which is included as Appendix 1.

- F. The Design Professional will provide a minimum of two schemes for all areas of design (i.e., architectural, furniture, mechanical, electrical) and will develop the final approved scheme which may be one of the proposed schemes or combination of schemes.
- G. The Design Professional is responsible for the creation of CAD files and a level 350 BIM file. These files should be available to the University throughout the project and upon project completion. All CAD and BIM files will be the property of WSU. The Design Professional is responsible for collaboration with WSU's Retro Commissioning team to determine the state of existing equipment. The design professional will lead University stakeholder meetings in town hall format.
- H. The Design Professional will lead all design meetings and record and distribute the meeting minutes within 3 days of each meeting.

## **2. Design Professional Scope of Work**

- A. Programming and Schematic Design services shall include, but are not limited to:
    - 1. Conduct an in-depth study, including an on-site verification of existing conditions, of the complete civil design, landscape design, architectural design, site mechanical/electrical systems to determine the most efficient and economical system approach for the project. Work with the Construction Manager to identify areas for selective demolition to provide additional understanding of the building.
    - 2. Thorough review of existing documents to ensure all systems are understood. Historical documents do not necessarily represent current existing conditions. The design professional and engineering consultants are required to perform field investigations. Wayne State University is not responsible for observable field conditions that are not correctly documented by the project design team.
    - 3. Prior to design, perform site visits to thoroughly inspect any existing equipment and test/inspect to ensure the existing system functions and will perform in accordance with the design recommendations.
    - 4. Review the OPR document.
    - 5. Document LEED goals and maintain LEED scorecard to track progress towards Gold certification.
    - 6. Preliminary meetings with Stakeholders (i.e. Defining Operational Requirements). Stakeholders to be defined upon project award.
    - 7. Conceptual block plans with relationship demonstrating integration into campus, the existing building, and building systems as a whole.
    - 8. Document proposed furnishings and equipment required to make the site complete and ready for use.
    - 9. Provide recommendations for civil, structural, mechanical, electrical, plumbing systems, and basic utilities, including availability, capability, and environmental impact.
    - 10. The design professional shall work with local utility providers to understand any requirements for upgraded or additional utility services.
-

11. Provide site plan, landscape plans, floor plans, elevations, sections, and outline specifications.
  12. Provide renderings as required to demonstrate design intent, inclusive of furniture and furnishings.
  13. Develop cost/benefit analyses of program options.
  14. Provide a final programmatic/schematic estimate of total project cost with sufficient detail to support the design intent for the purposes of validating the construction manager's estimate.
  15. Facilitate the review of design documents with WSU Stakeholders at appropriate stages of the design process.
  16. Work in conjunction with WSU Utilities and Energy Management, WSU sustainability department as well as the contracted commissioning agent (Cx) to integrate commissioning activities and feedback from the earliest phases of the project.
- B. Design Development services shall include, but are not limited to:
1. Provide further development of structural, mechanical and electrical systems, utilities, including availability, capability, and environmental impact.
  2. Coordinate and incorporate into the documents all details related to owner-furnished equipment and systems. See OPR for list of owner provided items.
  3. Prepare an updated estimate with sufficient detail for the purposes of validating the construction manager's estimate.
  4. Further refine the renderings to demonstrate design intent.
  5. Develop interior finish and layout schemes.
  6. Update LEED scorecards to track LEED progress.
  7. Develop approved schematic design drawings and other documents, including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to civil, landscape, architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.
  8. The design development documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
  9. The design professional shall submit the design development documents to WSU, advise WSU of any adjustments to the estimate of the cost of the work, and request WSU's written approval.
  10. Evaluate and prepare cost-saving or value engineering alternatives, as applicable. Incorporate approved alternatives into the design documents.
  11. Set up and manage needs analysis meetings with the key technology personnel from the client. All design decision/direction of the engineering systems shall be documented via meeting minutes and submitted for record to the design team by the engineer.
  12. Identify long lead items.
  13. Continue working with WSU and Cx to incorporate best practices into the project.
- C. Construction Documents services shall include, but are not limited to:

1. Finalize Plans and specifications, including but not limited to civil, landscape, architectural, structural, mechanical, electrical, plumbing, and specialty disciplines as identified previously, to be used for bidding as well as permitting purposes.
  2. Construction Documents will be sufficient to allow for complete and accurate pricing, permitting, and construction of the intended space. Construction Documents shall be complete, thorough, and well-coordinated between consultants.
  3. Design Professional shall incorporate into the construction documents the design requirements of governmental authorities having jurisdiction over the project.
  4. Prepare signed and sealed documents as required by the municipal agency holding jurisdiction for the project, including follow-up requirement/requests by the municipal/agency and coordination with WSU, General Contractor and other vendors.
  5. AutoCAD files of Construction Documents are to be provided. AutoCAD files must meet the requirements as described in the WSU Design Standards.
  6. Update the cost estimate, prior to bidding, with sufficient detail to support the contract documents.
  7. Prepare finish boards and facilitate a comprehensive presentation to the University's appointed project committee.
  8. Design Professional will be responsible for the submission of drawings to the State of Michigan Bureau of Fire Services, Bureau of Construction Codes, and other authorities having jurisdiction on the project. Design Professional shall prepare and manage all applications and other submittals and provide services necessary to obtain all applicable approvals that may be necessary for the construction of the proposed improvements. All documents must be reviewed and approved by the WSU Fire Marshal, prior to State submission.
  9. Submit the project details to the USGBC for LEED design review.
  10. Continue working with WSU and Cx to incorporate best practices and owner requirements into project.
- D. Construction Administration services shall include, but are not limited to:
1. Participate in trade bid verification meetings with the construction manager. Provide clarifications for questions asked during construction manager's bid phase.
  2. Participate in the construction administration process will include, but is not limited to: field visitations, processing submittals, responding to RFIs, preparing and issuing bulletins, and review of pay applications.
  3. No review period for shop drawings, samples, product information shall take more than one (1) week for any single submission.
  4. RFIs should be responded to within two (2) days of submission.
  5. Participate in activities to support the project through reviews by Authorities having Jurisdiction including University officials.
  6. Attend weekly progress meetings and conduct weekly site visits for the duration of the construction schedule. Verify locations of work as requested by WSU or the construction manager. Generally, verify that the work is proceeding in accordance with the contract documents. Prepare weekly field reports.
-

7. Prepare and issue addenda/bulletins, as requested.
  8. Review and provide input as to change order requests from the construction manager.
  9. Manage LEED efforts and submit final LEED documentation for accreditation.
  10. Prepare all required punch lists at the completion of all work. Also, facilitate approval of the satisfactory resolution of all items on the punch lists, and sign off that all punch list work has been completed.
  11. Review and approve project close-out documents including as-built drawings and specifications, O&M manuals, RFIs, submittals, bulletins, shop drawings, field logs, warranties, etc.
  12. Produce one or more Certificates of Substantial Completion (Standard AIA form).
  13. Provide record drawing sets (As-Builts) at close of project in both AutoCAD (these drawings should be representative of major changes between drawings and final work completed in field) and PDF to WSU. This may require conversion of the contractors as-built drawings. Record drawing CAD files must meet WSU Design Standard requirements.
  14. Prepare and issue Certificate(s) for Payment of the client certifying that, to the best of Design Professional firm's knowledge and information, the quality of the suppliers or vendors' work is in accordance with contract documents, and that such entities are entitled to payment by the client in the amounts certified.
  15. Assist in resolving contract discrepancies with the project team.
- E. Millwork and loose furniture
1. Develop initial scope drawings for each furnishing requirement.
  2. Provide three acceptable manufacturers/products for each furnishing. Provide plan, exterior, and interior elevations and 3D isometric drawings with notations.
  3. Develop complete finish palette option for each furnishing.
  4. Provide budget pricing for each furnishing.
  5. Organize showroom tour or a 'furniture fair' of applicable dealers/manufacturers, as decided by the University.
  6. Prepare complete set of specifications for competitive bidding.
  7. Analyze bids; prepare bid comparison for review with WSU.
  8. Coordinate furnishing locations with Power & Communication Plans.
  9. Conduct and publish Punchlist with client and furnishing dealer/manufacturer, to ensure compliance with the order.
-

**V. Exhibits/Appendices**

Exhibit A – Proposal Certification, Non-Collusion Affidavit, Vendor Acknowledgement

Exhibit B – Level of Effort Table and Fee Proposal Form

Exhibit C – Summary Questionnaire

Exhibit D – Pre-Bid Registration Form

Exhibit E – WSU Preliminary Project Schedule

Exhibit F – (if required)

Appendix 1 - WSU – Campus Map / Available Parking

Appendix 2 - WSU – Insurance Requirements

Appendix 3 - WSU – Contract for Professional Services

Appendix 4 - WSU – Campus-wide Master Plan Placemat

Appendix 5 - WSU – Conceptual Site Plan

Appendix 6 - WSU – **State Hall Renovation** - Criteria Schedule

Appendix 7 - WSU – WSU Wage Rate Schedule (for Reference Only)

Appendix 8 - WSU – Smoke and Tobacco Free Policies (9-2015)

Appendix 9 - WSU – Existing Drawings (if any)

Appendix 10 - WSU – (if applicable)

RESPONSE TO WAYNE STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
RFP: Professional Design Services for State Hall Renovation

WSU Project No. Project 016-328302  
DATED: June 4, 2021  
AND TO ANY AMENDMENTS, THERETO

PROPOSAL CERTIFICATION, ACKNOWLEDGEMENTS,  
and NON-COLLUSION AFFIDAVIT

VENDOR is to certify its proposal as to its compliance with the Request for Proposal specifications using the language as stated hereon.

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ACKNOWLEDGEMENTS

By virtue of submittal of a Proposal, VENDOR acknowledges and agrees that:

- All of the requirements in the Scope of Work of this RFP have been read, understood and accepted.
- The University's General Requirements and Guidelines have been read, understood and accepted.
- Compliance with the Requirements and/or Specifications, General Requirements and Guidelines, and any applicable Supplemental Terms and Conditions will be assumed acceptable to the VENDOR if not otherwise noted in the submittal in an Exhibit I, Restricted Services.
- The Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal or State of Michigan department or agency.
- Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any Responses Proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act, and may be released to third parties in compliance with that Act, regardless of notations in the VENDOR's Proposal to the contrary.
- All of the Terms and Conditions of this RFP and Vendor's Response Proposal become part of any ensuing agreement.
- The individual signing below has authority to make these commitments on behalf of Supplier.
- This proposal remains in effect for **[120]** days.

VENDOR, through the signature of its agent below, hereby offers to provide the requested products/services at the prices specified, and under the terms and conditions stated and incorporated into this RFP.

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PROPOSAL CERTIFICATION

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of this Proposal states that the Proposal contained herein is complete and is in strict compliance with the requirements of the subject Request for Proposal dated **June 4, 2021**, except as noted in Exhibit 1, the "**Restricted Services/Exceptions to RFP**" section of the Proposal. If there are no modifications, deviations or exceptions, indicate "None" in the box below:

- NONE** – There are no exceptions to the University's requirements or terms
- YES** – Exceptions exist as shown in Exhibit 1, Restricted Services.
-



**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the UNIVERSITY or any employee thereof, or any person, firm or corporation under contract with the UNIVERSITY whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said UNIVERSITY, has paid or given or is to pay or give to any other VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

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**CONFLICT OF INTEREST**

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the UNIVERSITY, nor any employee, or person, whose salary is payable in whole or in part by the UNIVERSITY, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Any notice required under the Agreement shall be personally delivered or mailed by first class or certified mail, with proper postage, prepaid, to the Subject VENDOR at the following address:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Tax Payer ID: \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**State Hall Renovation  
WSU Project No. 016-328302**

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).

T.I.N. (Taxpayer Identification Number, Federal Identification Number, or Social Security Number).

## **Exhibit B**

### **Level of Effort Table and Fee Proposal Form**

(download separately from the Website)

<https://go.wayne.edu/designservicebids>



Exhibit B-1

State Hall Renovation / WSU Project No. 016-328302  
Level of Effort Table Professional Design Services

Company Name: \_\_\_\_\_ Date Last Modified \_\_\_\_\_

Service (Labor)	Billing Rate (\$/hr)	Programming/ Schematic Design		Design Development Documentation		Construction Documentation		Bidding Services		Construction Administration	
		Hrs	Total Cost	Hrs	Total Cost	Hrs	Total Cost	Hrs	Total Cost	Hrs	Total Cost
Principal in Charge	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Project Manager	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Architect	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Architect	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Mechanical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Mechanical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Mechanical Drafter	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Electrical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Electrical Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Electrical Drafter	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Lead Structural Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Structural Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Structural Drafter	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Civil Engineer	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
LEED Services	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Cost Estimator	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Labor Sub Total</b>		<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Labor Total</b>	<b>\$ -</b>										
Service (Reimbursables)	Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Reimbursable Expense (Not to Exceed)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Other (Define)	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Reimbursables Sub Total</b>		<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>\$ -</b>
<b>Reimbursables Total</b>	<b>\$ -</b>										

GRAND TOTAL \$ -

## Exhibit B-2

(Level of Effort Table for Professional Design Services)

### Cost Schedule

Download the spreadsheet from the web site at

<https://go.wayne.edu/designservicebids>

---

**Company Name:** \_\_\_\_\_ **Date Last Modified** \_\_\_\_\_

**1. Comprehensive Design Fee**

Labor for Programming through Construction	\$	-
Administration	\$	-
Reimbursable Costs		
<b>TOTAL:</b>	\$	-

---

Submitted By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_

---

**EXHIBIT C - SUMMARY QUESTIONNAIRE**

	YES	ALTERNATIVE
1. Can your company <b>commence services on or before a date provided by the selected CM?</b>	_____	_____
2. Does your company agree to provide a minimum of <b>3 references</b> to the University <b>upon request</b> , with specific contact names and phone numbers?	_____	_____
3. Did you attend <b>the Optional Pre-Proposal meeting on June 10, 2021?</b>	_____	_____
4. If the meeting was <b>Optional</b> , what was the Attendance " <b>secret word</b> " provided to confirm attendance?	_____	_____
5. Did your company provide a certificate of insurance to meet or exceed all our minimum requirements?	_____	_____
6. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <b>Schedule A?</b>	_____	_____
7. Did your company complete and provide the Level of Effort Table and Fee Proposal Form <b>Exhibit B</b> , and submit it electronically with your proposal in Excel format?	_____	_____
8. Please complete the following questions:		
Total number of employees in your company	_____	
Total years in business with this company name	_____	
9. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
10. Are there any conflicts of interest in doing business with the University?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. If Applicable, did your company quote services in accordance with <b>WSU Wage Rate</b> requirements and clearly indicate such in your proposal?	_____	_____
12. <b>ADDENDA:</b> The undersigned affirms that the cost of all work covered by the following Addenda are included in the lump sum price of this proposal.		
Addendum No. _____ Date _____		Addendum No. _____ Date _____
Addendum No. _____ Date _____		Addendum No. _____ Date _____
Addendum No. _____ Date _____		Addendum No. _____ Date _____
Addendum No. _____ Date _____		Addendum No. _____ Date _____

Company Name: \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

\_\_\_\_\_



**State Hall Renovation  
WSU Project No. 016-328302**

(Title)

(Date)

## **Exhibit D**

### **Pre-bid Registration Form**

If you are interested in participating in this process, please complete the WSU online registration form. The link for the registration form will be posted with the proposal details at:

<https://go.wayne.edu/designservicebids>



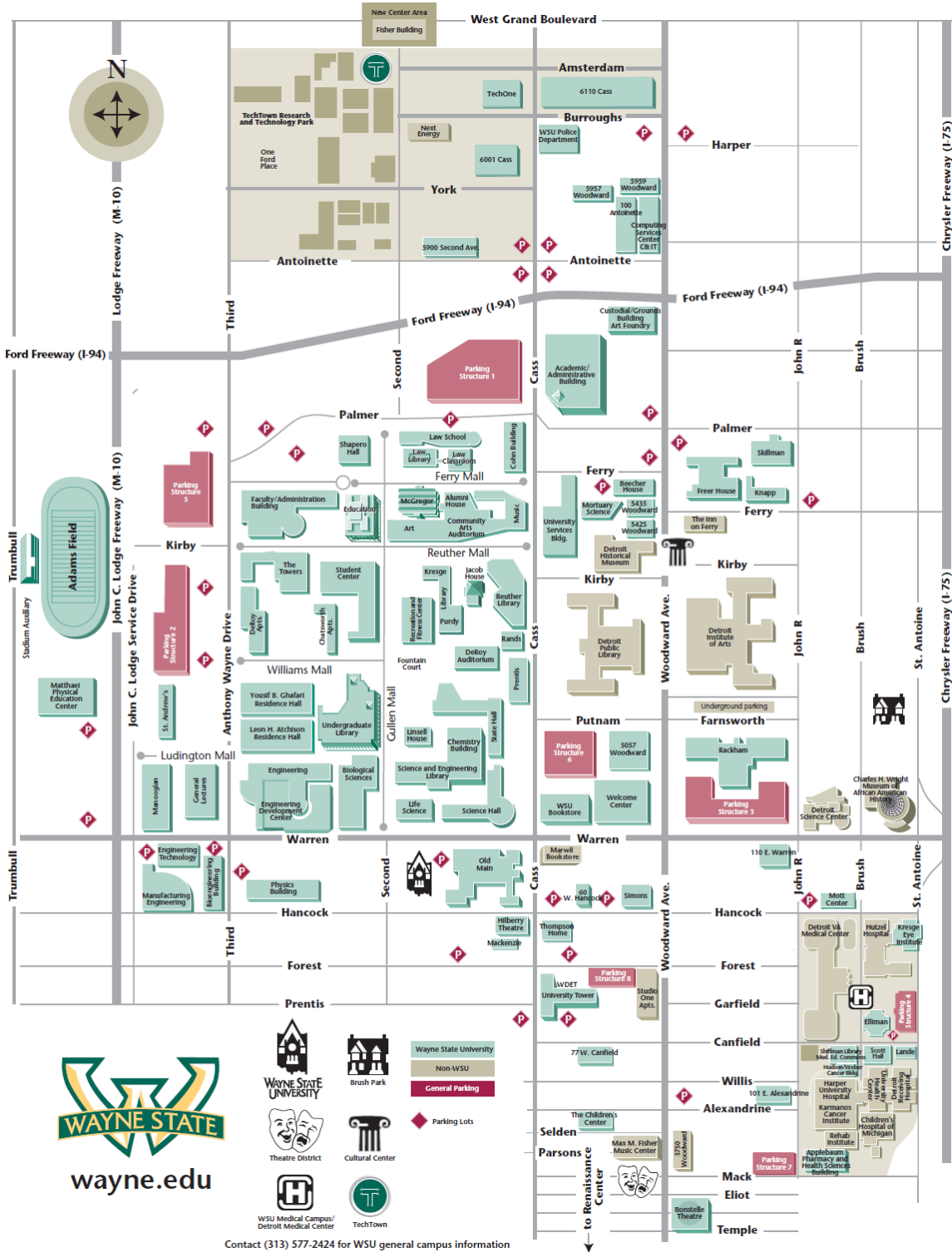
## **APPENDIX 1**

**(Wayne State University Campus Map)**

**See web site:**

**<http://campusmap.wayne.edu/>**

**A detailed list of Cash & Coin operated lots can be viewed at  
[http://procurement.wayne.edu/cash\\_and\\_credit\\_card\\_lots.php](http://procurement.wayne.edu/cash_and_credit_card_lots.php)**



Contact (313) 577-2424 for WSU general campus information or (313) 577-9973 for assistance with accessibility at WSU

## APPENDIX 2 - INSURANCE REQUIREMENTS

\_\_\_\_\_, at its sole expense, shall cause to be issued and maintained in full effect for the term of this agreement, insurance as set forth hereunder:

<u>Type of Insurance</u>	<u>Minimum Requirement</u>
<p>1. <b>Commercial General Liability (CGL)</b> Contractor shall maintain commercial general liability (CGL) CGL insurance shall be written on Insurance Services form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operation, and personal injury, contractual liability broad form property damage liability, products and completed operations coverage and X, C, U (explosion, collapse, underground hazards).</p>	<p>\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate  Umbrella Liability per occurrence and in the annual aggregate of \$5,000,000.</p>
<p>2. <b>Commercial Automobile Liability (CSL)</b> (including hired and non-owned vehicles)</p>	<p>\$1,000,000 combined single limit</p>
<p>3. <b>Workers' Compensation</b> (Employers' Liability)</p>	<p>Statutory-Michigan \$500,000</p>
<p>4. <b>Professional Liability insurance</b> This limit shall be dedicated to the risks of Professional Liability and it shall not be combined with limits of any other coverages such as Environmental/Pollution General Liability, or Umbrella Liability unless otherwise approved by the Owner. Coverage shall be for the benefit of the Contracting or Design- Build entity, its principles, Employees, affiliates, agents, and partners-whether joint or several. It is presumed that this insurance will be Claims Made, and therefore must have a Retro-active date prior to the performance of any work for the Owner, whether or not such work is under contract or purchase order. This insurance will be placed with an insurer licensed to do business in the State of Michigan and rated no less than A X; by AM Best</p>	<p>\$5,000,000 (<b>Professional Liability Amount</b>) Per Occurrence and in the Aggregate annually.</p>

### Maximum Acceptable Deductibles

<u>Type of Insurance</u>	<u>Deductible</u>
Comprehensive General Liability	\$5,000
Comprehensive Automobile Liability	0
Workers' Compensation	0
Property - All Risk	\$ 500

### Coverages

1. All liability policies must be written on an occurrence form of coverage.
2. Comprehensive general liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
3. The Board of Governors, Wayne State University, shall be named as an additional insured, but only with respect to accidents arising out of said contract.
4. The additional insured provision shall contain a cross liability clause as follows: "The insurance afforded applies separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the company's liability."
5. The insurance company for each line of insurance coverage will be reviewed and checked per the A.M. Best's Key Rating Guide. **A rating of not less than "A-" is required**

### Certificates of Insurance

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverages must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
2. Certificates shall contain a statement from the insurer that, for this contract, the care, custody or control exclusion is waived.
3. Certificates shall be issued on a ACORD form or one containing the equivalent wording, and require giving WSU a thirty (30) day written notice of cancellation or material change prior to the normal expiration of coverage.

4. Revised certificates must be forwarded to the Office of Enterprise Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

Wayne State University  
Office of Enterprise Risk Management  
5700 Cass Avenue, Suite 4622 AAB  
Detroit, MI 48202

**Specific Requirements-** Individual contracts may require coverage in addition to the minimum general requirement such as, business interruption, higher limits and or blanket fidelity insurance.

**Exception to the insurance requirements** is to be approved, in writing, by the Office of Enterprise Risk Management. Exceptions are determined by the type and nature of the contract and the individual contractor.





State Hall Renovation  
WSU Project No. 016-328302

## **APPENDIX 3**

### **Contract for Professional Services**



# WAYNE STATE UNIVERSITY

## CONTRACT FOR PROFESSIONAL SERVICES

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

The Board of Governors of Wayne State University  
Detroit, Michigan 48202  
(The University)

and

Name\_of\_Consultant  
Address\_of\_Consultant

regarding

Project\_Name  
Project\_Location  
WSU\_Contract\_#

Whereas, WSU desires to retain the Consultant to perform professional services on the terms hereinafter set forth, and the Consultant desires to perform said services for the University; and

Whereas, in choosing to retain the Consultant under this agreement, WSU is materially relying upon the reputation of the Consultant and upon the Consultant's representations to WSU that it is fully qualified to perform the services hereunder;

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **Article 1: Scope of Engagement**

- 1.1 The Consultant shall provide professional services for (enter\_description) in accordance with this agreement, including the proposal dated (enter\_date) attached here to as Exhibit A and made a part hereof except (enter\_exceptions\_here) "If Exceptions are not given, enter a period after hereof and delete from except . . ." In the case of conflicts between the contract and the Consultant's proposal, the language of this contract shall prevail.
- 1.2 The Consultant shall provide, furnish and perform all necessary labor and services and furnish all necessary supplies, materials and equipment required to complete the work.
- 1.3 The Consultant shall perform all design work in accordance with the Wayne State University Construction Design Standards in effect as of the date of the execution of this contract. Deviations from the Construction Design Standards not authorized by the University in writing will be considered design errors.

### Article 2: Term

- 2.1 The Consultant shall commence the work upon receipt of a fully executed Agreement, and shall complete the same in accordance with the time schedule set forth in Exhibit A, and shall complete all services pursuant to this agreement not later than (enter\_completion\_date).

### Article 3: Compensation and Method of Payment

"Choose 1 of the following three and fill in amounts-delete other two and these instructions:"

- 3.1 The University shall pay the Consultant for its services under this agreement a lump sum amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) including reimbursables.  
or  
The University shall pay the Consultant for its services under this agreement a lump sum amount of \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) and an amount for reimbursables not-to-exceed \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) without prior



approval of the University.

or

The University shall pay the Consultant for its services under this agreement on a time and materials basis pursuant to the fee schedule provided in Exhibit A, subject to an amount, including reimbursables, not-to-exceed \$\$\$\$\$\$ ("Amount in words 00" /100 dollars) without prior approval of the University.

- 3.2 The Consultant shall submit an invoice to the University on a monthly basis. These invoices shall be in form and detail as required by WSU, but shall at a minimum include the name, position, hours worked, and hourly rate of pay for each person included in the invoice cost. Materials shall be listed by category with supporting documentation as necessary to establish the cost of a nonscheduled item, or the units used in the unit cost of a scheduled item. The Consultant shall maintain, at the office preparing the invoice, sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by WSU or its designee.
- 3.3 Within forty-five (45) days of receipt of an invoice, WSU shall pay the full amount of the invoice. Should any part of the invoice be in dispute, WSU shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. Any such dispute shall be considered a priority issue for both the Consultant and WSU and every effort shall be used to resolve the dispute expeditiously.

#### **Article 4: Standard of Performance**

- 4.1 The services performed by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by Consultants currently practicing under similar circumstances in the State of Michigan.
- 4.2 The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, regulations, and codes in effect as of the date of the execution of this agreement.
- 4.3 The Consultant shall maintain any and all necessary governmental licenses, certificates, approvals, and permits which are required of the Consultant for the performance of its duties under this Agreement, and all such required licenses, certificates, approvals, and permits are to be maintained in full force and effect throughout the term of this Agreement.
- 4.4 In the event that there is a failure to comply with the standard of performance, as set forth in this Section, upon notice to the Consultant and by mutual agreement between the parties, the Consultant will promptly correct to the satisfaction of WSU those services

which are not in compliance with the standard of performance without additional compensation. This will in no way waive any additional remedies WSU might have under Michigan law.

### **Article 5: Ownership of Documents**

- 5.1 All drawings and specifications prepared and furnished by the Consultant shall become the property of WSU upon approval in writing by WSU, or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim for further employment or additional compensation as a result of exercise by WSU and its full rights of ownership of these documents and materials. It is understood and acknowledged that all drawings and specifications prepared and furnished by the Consultant pursuant to this contract shall be used only for the current project and any future work pertaining to this project at the project site, including but not limited to repair work, renovation, or alteration.

### **Article 6: Confidentiality**

- 6.1 The term "Confidential Information" as used herein means all information and data whether of a technical, engineering, operating or economic nature, supplied to or obtained by the Consultant during the course of this Agreement, whether in writing, in the form of drawings, orally, or by observation.
- 6.2 The Consultant acknowledges and agrees that any information disclosed to it, its employees, agents or other representatives pursuant to this Agreement which is Confidential Information is and shall remain solely the property of WSU and shall be maintained in confidence and not revealed to others and shall be used only for the purposes contemplated by this Agreement.
- 6.3 The obligations of confidentiality stated in this Agreement with respect to confidential information shall survive the termination of this Agreement for any reason whatsoever and shall continue in full force and effect until the earliest of the following should occur: ( a ) such confidential information has become available to the general public through no fault of the Consultant, or ( b ) such confidential information is received by the Consultant from third parties who are in lawful possession of such and who by such disclosures are not breaching any obligation owing to WSU, or ( c ) such confidential information has been revealed under legal compulsion from any governmental/regulatory agency having jurisdiction to request such information; provided, however, that the Consultant will notify WSU that confidential information is being disclosed to the governmental/regulatory agency involved.
- 6.4 The Consultant further agrees to reveal confidential information, only to such of its

employees, agents or other representatives as are obligated to maintain and protect the confidentiality thereof in accordance with this Agreement. The Consultant assumes the responsibility that its employees, agents and other representatives will preserve the secrecy of such confidential information with respect to third parties.

### **Article 7: Safety and Security**

- 7.1 The Consultant shall direct all of its subcontractors, employees, and agents performing services in connection with this Agreement to fully comply with all rules, regulations and other requirements imposed by both WSU and any contractor having jurisdiction over construction work performed. To the extent that laws and other governmental regulations pertain to the Consultant concerning the safety of the Consultant's subcontractors, employees and agents, the consultant shall comply with such laws and governmental regulations.

### **Article 8: Save Harmless**

- 8.1 The Consultant agrees to be responsible for any loss due to damage to property or injury, damage or death to persons resulting from the negligent acts, errors, or omissions of the Consultant in the performance of the services of this Agreement or breach of any provisions in this Agreement, and further agrees to protect and defend WSU against all such claims or demands of every kind, therefrom, and to hold WSU harmless. Such responsibility shall not be construed as liability for damage caused by or resulting from the negligence of WSU, its agents other than the Consultant, or its employees.

### **Article 9: Insurance**

- 9.1 The Consultant, at its cost, shall obtain and maintain the following insurance with respect to its performance under this Agreement:
- 9.1.1 Comprehensive General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.
  - 9.1.2 Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage.
  - 9.1.3 Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such insurance shall include coverage or amendatory

endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminates, or pollutants into or upon land, the atmosphere or any water course or body of water.

9.1.4 Worker's Compensation Insurance adequate to meet statutory requirements of all jurisdictions having authority over such claims.

9.2 Such insurance shall cover the Consultant and those for whom it may be responsible; shall name WSU as additional insured under the foregoing Comprehensive General Liability and Comprehensive Automobile Liability insurance policies; shall cover claims and losses occurring during or at any time after the term of this Agreement and shall otherwise be to the reasonable satisfaction of WSU. Such liability coverage, where applicable, shall be primary to any insurance maintained by WSU. The Consultant shall provide WSU with documentation sufficient to evidence such insurance coverage, and shall require its insurers to immediately notify WSU in writing of any proposed change or cancellation of such insurance or if the amount of the aggregate available for claims by WSU falls below the amounts set forth above.

#### **Article 10: Audits and Records**

10.1 WSU shall have the right to audit the moneys expended or obligations incurred by the Consultant, including all books, records, and all other documents related to services performed under this Agreement. Such information shall be available and open to review, inspection and audit by WSU's personnel and by WSU's designated certified public accountant, at the place or places where such record, books and other documents are kept at all reasonable times until the completion of this project or for a minimum of thirty-six (36) months from the date of the Consultant's invoice covering such costs. The Consultant shall provide in all of its contracts, agreements, retainers, or subcontractors a written statement indicating that WSU shall have the right to audit all source documentation of subcontractor's compensation.

#### **Article 11: Termination**

11.1 WSU reserves the right to terminate the project at any time. Upon termination, WSU shall reimburse the Consultant for all actual expenses and charges outstanding at the time of termination. In addition, WSU shall pay the Consultant cancellation charges applying to materials and/or equipment on order and/or on rental at the time of termination which cannot be canceled.

11.2 The Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**Article 12: Notices**

- 12.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand-delivered or deposited in the U.S. mail, certified or registered, return receipt requested, in a postage prepaid envelope addressed to the Consultant's or WSU's respective addresses. Either party may designate a different address for notices by giving written notice to the other.

**Article 13: Nonassignment**

- 13.1 WSU has entered into this Agreement in order to receive the professional services of the Consultant. The Consultant will not make any assignment, by operation of law or otherwise, of all or any portion of the services required under this Agreement without first obtaining the written consent of WSU. The rights and obligations of WSU hereunder shall inure to the benefit of, and shall be binding upon, the successors and assigns of WSU.

**Article 14 – Dispute Resolution**

- 14.1 Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim, dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.
- 14.2 In any claim or dispute by the Consultant against the University, which cannot be resolved by negotiation, the Consultant shall submit the dispute in writing for an administrative decision by the University's Vice President for Finance and Administration, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Consultant and is final unless it is challenged by the Consultant by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Consultant agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims.
- 14.3 For purposes of this section, the "end of negotiations" shall be deemed to have occurred when:
- 14.3.1 Either party informs the other that pursuant to this section, negotiations are at an impasse; or
  - 14.3.2 The Consultant submits the dispute in writing to the Vice President.

- 14.4 Unless otherwise agreed by the University in writing, and notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreement, the Consultant shall continue with the performance of its services and duties during the pendency of any negotiations or proceedings to resolve any claim or dispute, and the University shall continue to make payments in accordance with the Contract Documents; however, the University shall not be required or obligated to make payments on or against any such claims or disputes during the pendency of any proceeding to resolve such claims or disputes.

**Article 15: Miscellaneous**

- 15.1 The terms and provisions of Article 4, entitled "Standard of Performance", Article 5, entitled "Ownership of Documents", Article 6, entitled "Confidentiality", Article 8, entitled "Save Harmless", Article 9, entitled "Insurance", and Article 10, entitled "Audits and Records", shall survive the termination of this Agreement, howsoever brought about.
- 15.2 All written communications from the Consultant shall be addressed to WSU. The Consultant shall only take instructions from the person or persons who from time to time are authorized in writing by WSU to give the same.
- 15.3 The work shall be performed by the Consultant in such a manner and at such a time so as not to interfere with or interrupt the operations of WSU.
- 15.4 This Agreement shall be subject to and governed by the laws of the State of Michigan. The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.
- 15.5 Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 15.6 This Agreement may not be modified except by written amendment executed by the parties hereto.
- 15.7 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 15.8 This Agreement supersedes all previous agreements between WSU and the Consultant concerning this work.
- 15.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same Agreement.

- 15.10 In the performance of the services under this Agreement, the Consultant shall be an independent contractor, maintaining complete control of Consultant's personnel, subcontractors, and operations. As such, the Consultant shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes relating to the performance of this Agreement. The Consultant, its employees and agents, shall in no way be regarded nor shall they act as agents or employees of WSU.
- 15.11 The Consultant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualification. Breach of this covenant may be considered a material breach of the contract. By acceptance of this order, the Consultant certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60.
- 15.12 In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

**CONSULTANTS\_NAME**

WAYNE STATE UNIVERSITY

By: \_\_\_\_\_

Signature

by: \_\_\_\_\_

signature

Name: \_\_\_\_\_

Print or type name here

Name: William R. Decatur

Title: \_\_\_\_\_

Title: Vice President for Finance and Business Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM CONTRACT APPROVED BY OGC 11/25/98  
Rev10\_6\_30\_2014\_Formatting changes -RGP  
Rev11\_1\_15\_2015\_Date changes only -SS  
Rev12-7-1-2015\_Formatting, signatory - RGP





## **APPENDIX 4**

### **Campus Wide Master Plan and Master Plan Placemat**

**Download the Master Plan at**

**<https://masterplan.wayne.edu/>**



**WAYNE STATE UNIVERSITY**

The Wayne State University master plan provides a framework to guide decision making around the university's physical environment. It includes:

- Important datasets and resulting analytics, and web-based mapping tools that promote data visualization and communication. The analysis shows significant softness in the university's use of existing space, and concludes the university's growing deferred maintenance liability represents a clear and present danger to its ability to deliver on its mission
- Physical strategies and principles that better organize the campus; prioritize and direct capital investment; suggest near-term demolitions, renovations, and site improvements; make the campus more welcoming and inclusive for students, faculty, staff, and the community; and maximize future flexibility by providing options for long-term on-campus development
- Organizational structures that promote integrated decision making within the university and better connect the university with its external community so as to allow for meaningful and sustained engagement.



**1. ORGANIZE THE CORE CAMPUS AND MAKE IT MORE WELCOMING**

The key idea for better organizing the campus is to highlight the "H" consisting of Gullen Mall, Cass Avenue, and the east-west cultural axis. Gullen Mall should be the internal pedestrian and student-oriented campus "main street"; Cass Avenue must become a true civic corridor where the university and city blend and merge; and the east-west cultural axis should engage the neighborhoods and cultural institutions, and invite the community into the university. In addition, Warren Avenue and Anthony Wayne Drive should be narrowed, and made pedestrian friendly. The university should also explore the long-term potential for decking I-94 to better connect the core campus with Ilo and Techtown. Finally, the university should establish mixed-use residential districts both north (at Woodward and I-94) and south (at Cass and Canfield); and should reserve the important gateway at Warren and Woodward for an appropriate community-oriented program.



**2. NEAR-TERM, CONCENTRATE ACADEMIC ACTIVITY IN AN ENHANCED CORE**

The university should optimize program locations and consolidate dispersed colleges. This includes focusing instructional activity in a reimagined State Hall; rethinking the Purdy-Kresge and Reuther complex so as to better support student study and collaboration; concentrating College of Fine and Performing Arts uses in Old Main; repurposing the majority of the Undergraduate Library for academic uses, primarily centered on the College of Liberal Arts and Sciences (particularly language and humanities programs) and the Honors College; and using the Faculty Administration Building for academic departmental uses, relocating administrative functions, including the president's and provost's offices, to Maccabees. These changes should allow the university to empty Manoogian Hall, General Lectures, the atrium portion of the Undergraduate Library, and Shapero Hall. With the possible exception of Shapero, these buildings should be demolished. In addition, Life Sciences should either be gut-renovated or demolished. Finally, the Prentiss Building should be repositioned with community-oriented uses as an important campus gateway.

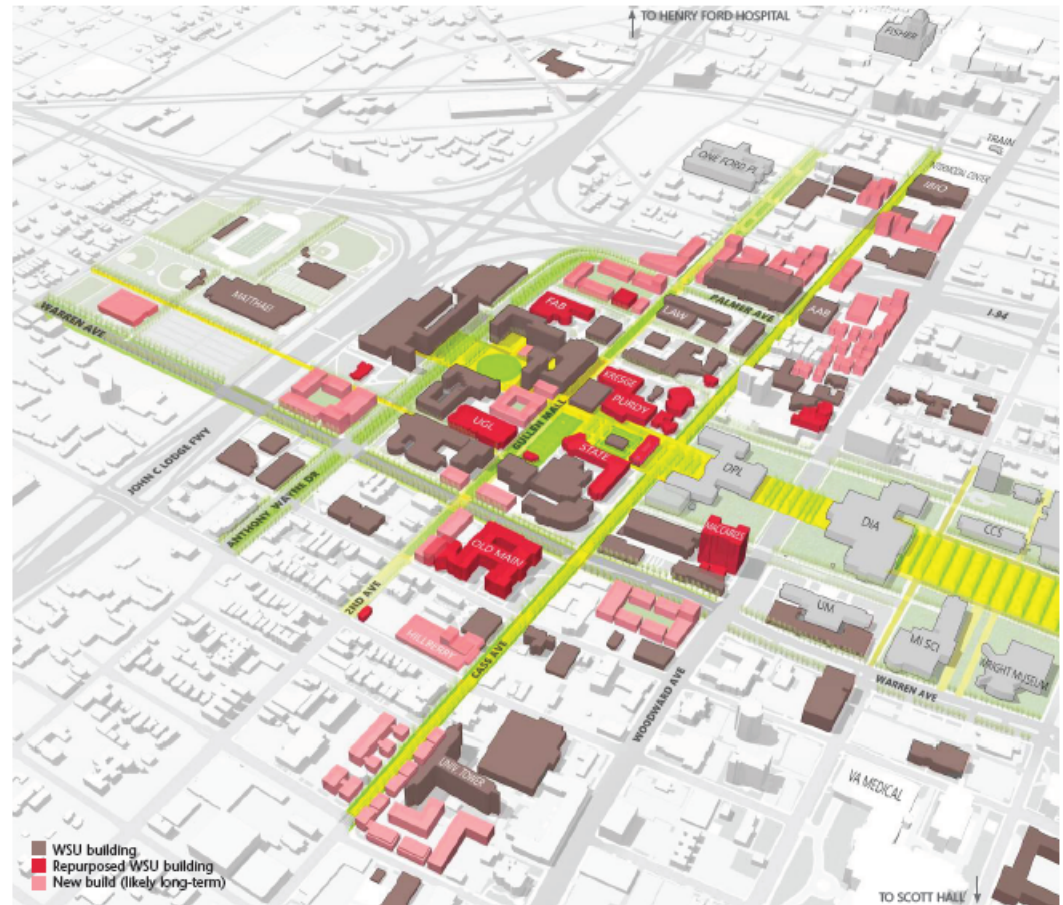


**3. DEFINE KEY SITES FOR FUTURE HEALTH SCIENCES, AND FOCUS THE UNIVERSITY'S REAL ESTATE STRATEGY**

The master plan supports the health sciences by detailing multiple options which describe how they could remain in place or relocate wholesale. Regardless of which option is chosen, the plan recommends replacing Scott Hall. While the near-term strategy for the master plan focuses on consolidation, the long-term idea is to secure the university's future by providing for growth when it becomes needed. The plan therefore identifies a minimum of 2.3 million square feet of development capacity within the core, and recommends the university focus its real estate strategy between the Lodge and Woodward Avenue after maximizing these development opportunities.

**CAMPUS MASTER PLAN | 2019**

DUMONTJANKS



■ WSU building  
■ Repurposed WSU building  
■ New build (likely long-term)



Analysis of current and consolidated classroom use | Key repurposed buildings | Reimagined Gullen Mall | Inviting the community onto the campus at Cass Ave

## **APPENDIX 5**

### **Conceptual Site Plan**

**Download Separately at**

**<https://go.wayne.edu/designservicebids>**



## Appendix 6

### WSU – State Hall Renovation - Criteria Schedule

Download Separately at

<https://go.wayne.edu/designservicebids>

## **Appendix 7 – WSU Wage Rates**

### **WAYNE STATE UNIVERSITY RATE SCHEDULE (revised 11-01-2018)**

INFORMATIONAL ONLY - APPLIES TO THE EVENTUAL CM OR GC

#### **POLICY**

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than WSU wage rates.

The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as “1099 Workers” and subcontractors using 1099 workers are not acceptable for work on any of Wayne State’s properties. Rates for all counties are available at <https://wdolhome.sam.gov/>, and Procurement will post the schedules quarterly that pertain to Wayne County on its website at <http://procurement.wayne.edu/vendors/wage-rates.php>.

Certified Payroll must be provided for each of the contractor’s or subcontractor’s payroll periods for work performed on any University project. Certified Payroll must accompany Pay Applications, and be fully reconciled with the final Pay Application. Failure to provide certified payroll will constitute a material breach of contract, and pay applications will be returned unpaid, and remain unpaid until satisfactory supporting documents are provided.

Additional information can be found on the University Procurement & Strategic Sourcing’s web site at the following URL address: <http://procurement.wayne.edu/vendors/wage-rates.php>

#### **PROCEDURE**

Construction Bids and other Bids or Proposals for work that includes construction shall contain a WSU Wage Rate clause outlining a contractor’s responsibilities under University policy. Each bid solicitation shall include reference to the most current wage determination schedule that contractors can use when preparing their bids.

When compensation will be paid under WSU Wage Rate requirements, the University shall require the following:

- The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.
- The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the WSU Wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The certified payroll form can be downloaded from the Department of Labor website at <http://www.dol.gov/whd/forms/wh347.pdf>.
- A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of \$10,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded contractor.

If the VENDOR or subcontractor fails to pay the WSU rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:

- Withhold a portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid.
- Terminate the contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.

- Propose to the Associate Vice President for Business Services / Procurement that the Vendor be considered for Debarment in accordance with the University's Debarment Policy, found on our website at <https://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions>

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

Prior to award of the project, the apparent low bidder will be required to produce a schedule of values which will include the proposed subcontractors for each division of work and whether the subcontractor is signatory or non-signatory. A letter of intent or contract will not be issued to the apparent low bidder until this document is provided. The apparent low bidder will have one week to produce this document. If the required document is not received within this time, the bidder will be disqualified, and the next low bidder will be required to provide this schedule of values.

## **Appendix 8 - Smoke- and Tobacco-Free Campus Policy**

### **1.0 Purpose**

- 1.1 The purpose of this university policy is to outline the details and define the process for implementation of a smoke-free and tobacco-free campus policy.
- 1.2 The University recognizes the right that individuals have to choose whether they will smoke. However, in recognition of environmental tobacco health risks and for the health and well-being of all Wayne State University students, faculty, staff, volunteers, customers and visitors, this university policy has been adopted.
- 1.3 Wayne State University has a vital interest in maintaining a safe and healthy environment for our students, employees, and visitors. Research findings indicate that use of tobacco products and exposure to second hand smoke in general constitutes a significant health hazard. The health education programs of the University perform an important function by demonstrating and promoting healthy lifestyles through activities such as curtailment of the use of tobacco products.

### **2.0 Definitions**

- 2.1 “Smoking” or “smoke” means inhaling, exhaling, vaping, burning or carrying any lighted or heated cigar, cigarette, pipe, or other tobacco product as defined below.
- 2.2 “Tobacco Products” means all forms of tobacco, including but not limited to tobacco and other products used in cigarettes, cigars, pipes, water (hookah) pipes or pens, electronic cigarettes, and smokeless tobacco products.

### **3.0 Policy**

- 3.1 Smoking and the use of all tobacco products is prohibited in all buildings or structures owned, leased, rented or operated by the University, housing facilities, campus grounds and other public spaces, and University-owned vehicles, as they are considered property of the University. “Property” for purposes of this paragraph includes parking structures, bridges and walkways, sidewalks, and parking lots.
- 3.2 Smoking and tobacco use in privately-owned vehicles is permitted.
- 3.3 Smoking or tobacco use in University facilities will be permitted for controlled research, educational, theatrical and performance or religious ceremonial purposes only with prior approval of the Dean, Director or other Executive responsible for the facility.
- 3.4 The sale or distribution of tobacco products in facilities owned or leased by the university or on university property is hereby prohibited.

### **4.0 Implementation**

- 4.1 Signs will be placed throughout campus in order to communicate this policy. Exterior signs and standard print included in campus publications, programs, bulletins, etc., will identify the campus as a “Smoke-Free and Tobacco-Free Campus”



- 4.2 Facilities Planning and Management (FP&M) is responsible for working with each Building Coordinator to post adequate signage in all buildings. Exterior signs will be posted by FP&M.

## **5.0 Compliance and Enforcement**

- 5.1 The success of this policy will depend on the thoughtfulness, consideration, and cooperation of both tobacco users and non-users. All students, faculty, staff, volunteers, customers and visitors share in the responsibility for adhering to and enforcing this policy.
- 5.1.1 Nothing in these procedures is intended to prohibit or discourage enforcement of this policy by the university or to discourage individuals from seeking university enforcement of this policy. However, persons who have reason to believe their rights are being violated are encouraged to seek informal remedies wherever possible. The first remedy should be to request the smoker to refrain from smoking in any prohibited location.
- 5.1.2 In classroom facilities, it is appropriate to seek relief from the instructor. If satisfaction is not obtained, relief should be sought from the department chair, dean, or other academic administrator of the unit that sponsors the course. In the alternative, students may call the office of the Ombudsperson.
- 5.1.3 In university housing, relief should be sought from the residence hall or apartment staff. An alternative relief process is for residents to contact the Office of Housing and Residential Life.
- 5.1.4 In work sites, relief should be sought from the immediate supervisor or his/her supervisor. An alternative relief process is for employees to call Human Resources.
- 5.1.5 In general purpose areas, relief should be sought from the person most immediately responsible for supervising the area.
- 5.2 Students who violate this policy will be subject to the Student Code of Conduct, as well as warnings and ticketing by WSU Police.
- 5.3 Employees who violate this policy will be subject to the appropriate disciplinary process, as well as warnings and ticketing by WSU Police.
- 5.4 The University may provide or make available smoking cessation programs for both students and employees to assist those who choose to quit smoking.

## **6.0 Duration**

- 6.1 This University Policy may be amended or revoked by the president at any time with or without notice.
- 6.2 This University Policy supersedes University Policy 2000-3, Second Release.

## **7.0 Revocation and Effective Date**

- 7.1 This university policy is effective August 19, 2015.

**Wayne State University**  
**State Hall Renovation**  
**Project #016-328302**  
**Appendix 1o - Owner's Project Requirements**

**Purpose of This Document**

- A. This Document establishes Wayne State University's (WSU) requirements and goals for the State Hall Renovation Project. This document is created pre-design and is considered a "living" document, meaning, this document may be updated during the design phase of the project. Sections below list the intended focus of design, elements considered necessary for successful operation and usage of the building, expectations for both the design professional and construction manager, and serve to make the reader aware of general university project requirements and expectations. This document acts as the basis of design and as benchmarks that will be used by the university and the commissioning agent to determine project success. The information below is intended to provide direction to the design and construction teams from the design phase to project completion.

**Project Documents**

- A. Project Documents are expected to be reviewed and included in the development of the project. These documents can be obtained through the WSU Project Manager. These documents include:
- a. Design Standards - <https://facilities.wayne.edu/design>
  - b. C&IT's WSU Design Standards for Communications Infrastructure - <https://tech.wayne.edu/about/policies>
  - c. Fire Safety Manual - <https://risk.wayne.edu/procedures/fire>
  - d. Public Safety Guidelines – this document will be provided to the successful vendor
  - e. Historical Drawings
  - f. Surveys
  - g. Hazardous Material Surveys
  - h. Project Notifications
  - i. FM Global Insurance requirements
  - j. FM Global Insurance Loss Prevention Data Sheets
  - k. New project It/low voltage action plan
  - l. C&IT's Division of Labor document
  - m. C&IT's Network Data Count spreadsheet

**Mandatory University Standards**

- A. WSU maintains design standards which are listed above. Adherence to these documents is a requirement of the project. Failure to meet these design standards will result in redesign or re-work at no cost to the university. These documents are available on the WSU website or can be obtained from the WSU project manager.
- B. The university standards do not represent code. It is the responsibility of the designer and construction team to verify all applicable codes and ensure the project meets or exceeds code. Failure to meet code will result in re-design or re-work at no cost to the university.
- C. WSU Insurance provider FM Global will review the documents and provide comments. Meeting FM Global requirements is a requirement of the university.

**Owner and User Requirements**

- A. Brief Description of Project: A 2019 feasibility study of State Hall revealed a number of necessary systems improvements and opportunities to align physical and programmatic elements of the facility to the Master Plan and core values. In particular, the renovation will involve restoration if not total replacement of major mechanical, electrical, and plumbing systems. Substantial

interior upgrades are required to meet life safety and accessibility codes, in addition to exterior refurbishments (roof, windows, doors, exterior masonry, etc.) that will extend the life of the building. State Hall does not warrant more classrooms but instead a reconfiguration of existing floor plates that builds in flexibility and eases the strain of scheduling challenges. All classrooms will receive a new selection of finishes and furniture to create a livable learning environment. The campus community also has a strong desire for areas where unstructured collaboration and socialization can occur. Lastly, a full renovation will include the integration of new audio visual (AV) technologies and the implementation virtual desktop infrastructure (VDI).

- B. Brief Sustainability and Design Goals: This project must be designed for and meet LEED gold accreditation at a minimum with emphasis on operational efficiencies and saving energies. The Designer will work closely with WSU Department of Sustainability in conjunction with the commissioning agent to develop and administer the LEED accreditation strategy. The Designer will be responsible for tracking LEED progress through use of score cards and provide periodic updates on expected status throughout the design and construction process. The designer is responsible for the submittal of the project to USGBC for LEED accreditation. The designer and contractor are responsible for tracking, receiving, and maintaining all appropriate documentation for LEED submittal. Maintaining a sustainable approach before, during, and after renovation of State Hall is not only a priority to our institutional values, but is a responsibility to our environment. Creating sustainable sites, reducing our water and energy usage, emphasizing material waste reduction and reuse, and reducing the university's overall impact on the environment are values that support the university's strategic plan. As these guidelines are followed, they set a standard for our future through a commitment to a cleaner and sustainably focused campus.
- C. Type of Project / Program: General Purpose Classroom Renovations

**General Project Information:**

Project Name:	State Hall Renovation
Owner:	Wayne State University
Type and Use:	General purpose Classrooms
No. of Floors:	Below grade: 1 Above grade: 4 Penthouse: 0
Square Footage:	Building Gross: 163,530 S.F. Total Site Area: 2 acres Existing Building: 163,530 S.F. New Construction: 0 S.F.
Construction Budget:	\$50,000,000
Expected Occupancy:	Spring 2023

**Project Purpose, Vision and Statement**

- A. Anticipated Life of Improvements
  - a. It is intended the improvements implemented as part of this project will serve the building without intended replacement or major overhaul for the next 30 years.
  - b. The project will address the backlog of deferred maintenance of State Hall with the goal of preventing the need of additional maintenance projects for the next 10 years. Information about the deferred maintenance backlog can be obtained from the WSU project manager.
- B. Safety

- a. The university is concerned about safety including but not limited to an active shooter situations. We require thoughtful but well integrated safety measures for this and other types of emergency situation. Coordination with WSU police is required.
- b. Areas of refuge or paths of egress for emergencies should be considered as the safety of our students is of the utmost importance.
- c. Inclusion of mass notification system to alert building occupants of emergencies not necessarily related to fire is desired.
- d. This building will be used for both early morning and late evening classes. This project must consider ways to increase safety both in and around the building during hours when the number of students are fewer and natural light may not be available.

#### C. Technology

- a. In order to bring State Hall up to 21<sup>st</sup> century standards of efficiency, learning experience, and comfort it needs to include new technologies in classrooms and in casual collaboration spaces. This will include equipping the building with new projectors, access controls, telecommunication, and in-room audio and video systems, as well as the necessary infrastructure to support it.
- b. Virtual Desktop Infrastructure (VDI) will need to be Implemented.
- c. The building needs to have an electronic means of providing campus updates in public spaces.
- d. Electronic Room schedulers are desired. The Crestron TSS-7-B-S has been recently used on campus and should be the basis of design.
- e. Evaluate if fiber infrastructure to the building needs to be upgraded.
- f. Evaluate Status of network and security infrastructure in the building. WSU C&IT will provide wireless access point heat maps and security camera layouts.

#### D. Student Success

- a. Spaces for students to gather for informal study and socialization should be included on all floors.
- b. Schedulable student study or meeting rooms for small numbers of students are desired.
- c. Public spaces should be welcoming and colorful. Students should feel welcome and like part of a community by being in these spaces. References to the culture of WSU and Midtown Detroit are strongly desired in these spaces.
- d. Plentiful convenience outlets to accommodate student devices.
- e. Areas for WSU approved student messaging should be included (message boards, tac boards, etc...)

#### E. Interior

- a. Investigate equipping large classrooms with motorized partitions to offer flexibility in room sizes. Partitions which raise vertically to avoid loss of floor space are preferred. These partitions must have a STC rating no less than similar permanent classroom walls.
- b. The entire building will receive new interior finishes. Where feasible, interior materials must be acoustically-rated to reduce the transmission of sound throughout the building.
- c. Furniture selections and arrangements must move away from outdated tablet armchair desks. Flexibility, mobility, and integration are important.
- d. The use of chalkboards is strongly discouraged.

#### F. Exterior

- a. State Hall was constructed in two phases: the original wing was built in 1948, and the second wing fronting Cass Avenue was built in 1955. Although designed within the same general period, both wings are distinctively different, which is evident in the materiality and layout of the façade. Since its original construction, the building has undergone periodic updates.
- b. Exterior improvements must respect the historical nature of the building. The façade will be refurbished to bring a cohesive aesthetic to the facility, celebrating the expressions of midcentury modern while embracing the contemporary identity of campus.
- c. Study of the building envelope and elimination of air leakage and increased thermal protection is necessary.

- d. Innovative wastewater techniques are encouraged of construction on campus. Detention and retention techniques are encouraged to capture excess and/or reduce the impact of storm water flow into the municipal system.
  - e. Windows – The university recently replaced sections of windows in the State Hall building. The balance of windows are to be replaced. Additional information can be obtained from the WSU project manager.
  - f. Roof – Evaluate and determine if total roof replacement is necessary. If roof replacement is necessary WSU has preferred roofing solutions. A white EPDM roof to reduce heat island effect is preferred.
  - g. Evaluate Masonry – determine if tuck-pointing or selective replacement is necessary.
- G. Master Plan and other Initiatives
- a. A key strategy in the Master Plan is retaining State Hall as a general purpose classroom building and to focus renovation efforts on creating an inspiring environment for 21<sup>st</sup> century pedagogies.
  - b. The master plan envisions State Hall interfacing with the greater midtown community by providing functions that are beneficial to both students and the public.
  - c. To further ensure aesthetic continuity of the greater Wayne State area, the selection of site elements and materials must consider those of other current design initiatives, such as the Midtown Cultural Connections project. Site work around State Hall must seek to strengthen the physical and programmatic relationships between Wayne State and its neighboring institutions.
  - d. WSU has recently reviewed our classroom utilization and determined there is an excess of classroom space that is spread out throughout the campus. This project is our first step to consolidate classrooms of different types into the heart of our main campus.
- H. Building Usage
- a. This building is primarily used as a classroom building. The building will contain classrooms, student focused spaces, an auditorium, and support spaces. These classrooms will be used by different departments to teach different subjects and must be able to respond to the needs of different user groups.
  - b. The building is intended for use for morning, afternoon, and evening classes Monday through Saturday.
  - c. Design should focus on items that are easy to maintain, clean, and replace. Access to systems requiring maintenance must be maintained in a safe and accessible way. Verify the clear space needed to replace parts is kept open (Ex: Space to fully withdraw a filter without interference).
  - d. There is no plan for laboratory or clean room type spaces.
  - e. A food service component will be included on the first floor. This will be run by WSU's existing food service operation.
  - f. State hall is integrated with systems from other buildings. The building is the irrigation control hub for the surrounding area. The building is cooled from the neighboring Chemistry building. The boiler in State Hall also serves the Prentis building
- I. HVAC
- a. Retroactive Commissioning, where applicable, will be required for this project. Assistance with this process may be requested. Results of this commissioning effort should be incorporated into the overall design.
  - b. Customizable and remote accessible BAS system is required for operation at the WSU service center.
  - c. Temperature Set points are as follows:
    - i. Summer – Temperature should be kept at 76 degrees and 50% Relative Humidity
    - ii. Winter – Temperature should be kept at 70 degrees and 30% Relative Humidity.
- J. Elevators
- a. The elevators have been recently rebuilt. The elevators do not need additional updates other than finish updates to provide continuity with the rest of the renovation.
  - b. The elevators must not be used during the construction phase of the project. Use of small elevators will be permitted for personnel use only. A buck-hoist may be required during construction activity.
- K. Restrictions

- a. Substantial completion must be achieved prior to Spring of 2023 and allow time for move in and training of building occupants. The provided construction completion date has been selected with this in mind.
- b. The project budget has been carefully selected and should be considered as a design constraint.

### **Project Documentation**

- A. The designer is responsible for monthly reports to be submitted to WSU. These should document visits to the site and general project progress. The reports should include photos validating work that will be hidden by backfill or future work and highlight work to be billed in the contractors pay applications. Photos taken by the contractor are acceptable.
- B. WSU expects the designer to utilize BIM to an industry standard level 350. WSU to provide format for naming conventions, model information, and other important information for input into WSU's systems. Iterations of the BIM file should be given to WSU at milestone dates provided by WSU. The final BIM file is to be provided to WSU.
- C. The Contractor is responsible to document the existing condition of the State Hall building and provide these photos to WSU to avoid any disagreements on the condition of the building before construction.
- D. The Contractor will provide WSU personnel access to project management software (Bluebeam, Procore, Plangrid, etc...) and turn over the files in a format approved by the university at the end of the project.

### **Permits and Inspection**

- A. The Contractor is responsible for all permit costs and submittals.
- B. This project will be under the jurisdiction of the BFS and BCC. The WSU Fire Marshal will be closely involved with the project and will attend fire and life safety inspections.
- C. The contractor is responsible for scheduling and attending all inspections, with the exception of BFS, scheduled by the WSU Project Manager. WSU Project Manager must attend all inspections.

### **Commissioning**

- A. Commissioning must be integral to the design and construction process. Commissioning meetings will be attended by the contractor and designer throughout the design and construction of the project.
- B. The contractor is responsible for including the commissioning activities in their schedule and will plan to have the appropriate personnel available for startups, troubleshooting, tuning, etc... in order to meet the substantial completion date.
- C. The design professional and contractor are responsible for maintaining and producing any documentation required by the commissioning agent (Cx) for the purposes of commissioning activities or LEED submittals.
- D. The Cx will be included in any project management software such as Procore or Plangrid and will be included in shop drawings, product data, etc...
- E. Commissioning Scope is included in design standards. In general commissioning scope includes:
  - a. Electrical Systems
  - b. Mechanical Systems
  - c. Plumbing Systems
  - d. Lighting Systems
  - e. BAS systems
  - f. Building Envelope
  - g. Water Harvesting systems (if used)
  - h. Renewable energy systems (if used)
- F. WSU will use advanced commissioning.

### **Project Performance and Sustainability Goals**

- A. The project must be designed to meet the USGBC LEED gold standard at a minimum.

1. Utilizing water efficient systems (i.e. irrigation systems and fixtures) to reduce the demand on fresh water sources. Water use and its conservation during construction as well as throughout the building's lifetime are crucial aspects of green building certification. Considering a reduction of water use by at least 50% using the Environmental Protection Agency's WaterSense Water Budget tool or providing limited to no irrigation from potable sources is highly recommended
2. Balance day lighting, views, safety and energy performance to allow user the most flexible, safe, inspirational and interactive spaces.
3. Respect mid century historical design but meet modern needs. Minimal changes to building façade: Repair, any updates/changes must pay homage to existing building.
4. Provide clean/safe indoor environments to support productivity.
5. Design for modern utility efficiency.
6. Use of building automation systems to track and control efficiency of building systems.
7. Evaluate acoustical performance of spaces to minimize disruption between spaces.
8. The quality of the indoor environment is a critical design consideration, particularly as a significant proportion of campus life takes place indoors. The indoor environmental factors of air quality, temperature, sound, light and connections to the "outside world" all affect the physical and psychological health, well-being and productivity of building occupants.
9. HVAC systems and refrigerants should be selected based on minimizing ozone depletion and global warming potential. Additionally, designers are highly encouraged to include passive solar and natural ventilation elements into the building configuration and evaluate the feasibility of providing on-site renewal energy systems (solar, wind, geo-thermal) to reduce energy demand.
10. Use of intuitive lighting controls including occupancy sensors. Lights should turn off when the room is not occupied.
11. As sites are developed, green space should be maximized to enhance the campus environment. The use of native plants in rain gardens, bio-swales, along bio-retention ponds and run-off detention ponds should be implemented not only to control storm water quality and quantity, but to also eliminate the need for irrigation.
12. Reducing the urban heat island effect in accordance with the use of non-roof and roof heat island reduction is required for new buildings. Implementing green or white roofs in addition to minimal blacktop or asphalt will limit the amount of sunlight absorbed and load on building systems. Also, reducing the amount of light pollution emitted both throughout the construction process and when the building is complete should also be considered
13. With effective explanatory signage and "view-windows", knowledge of a building's sustainable features can increase environmental awareness among building occupants and visitors.
14. Installation of Measurement & Verification systems to track actual energy performance during building operation can provide valuable feedback to inform future facilities decisions while also providing data for a variety of student/faculty environmental research projects.
15. In design development, architects are encouraged to choose materials and develop details considering the advantages of salvaged, recycled and rapidly renewable materials, and the lifecycle environmental impacts of these material choices. Aiming to reuse 75% of existing walls, floors, and roof during construction is recommended, although the reuse of 95% of existing materials would score higher in LEED points and enhance our green building standards. Additionally, maintaining a minimum of 50% of interior non-structural elements within the building is also recommended.
16. During construction, contractors must plan for and manage effective sorting, reuse and recycling of construction and demolition debris to minimize the waste of valuable resources. Therefore, it is required that at least 50% of waste acquired during the construction process be diverted from disposal and recommended that 75% waste be diverted.
17. A key commitment of the Wayne State sustainability effort is supporting the local economy and community. The State of Michigan has valuable natural resources used in the building industry, an extensive local network of certified sustainable forest woodlots, and a wealth of local building craftspeople including woodworkers and masons. Using locally extracted, harvested or processed materials saves energy in transportation while providing valuable connections to local resources

18. Investigate and suggest solutions to protect wildlife from interacting with building in negative fashion.
19. Consider providing ecosystem resources to enhance animal life in midtown Detroit (pollinators, feeders, etc...).
20. In addition to industry sustainability standards, future construction efforts should propose specific innovations within the green building realm to benefit human health, productivity, energy efficiency, and quality of life.

#### **11. Owner Provided Items**

- A. The following items will be provided to the project by the university
  - a. Wireless Access Points – Provided by the university, installed by the contractor.
  - b. Computers – provided and installed by the university.
  - c. Camera Licenses. Camera hardware to be provided and installed by contractor.
  - d. Network Switches – Provided and installed by the university.
  - e. Permanent Door Cores and Keys – Provided and installed by the university. Construction Cores and keys are the responsibility of the contractor.
  - f. Telephones – provided and installed by the university.
  - g. Furniture to be designed and specified by design professional but supplied by owner.

#### **12. Project Turnover**

- A. Substantial Completion – The date the building can be occupied and used for its intended purpose. Inspections, commissioning, and C of O must be complete and approved, in addition to final cleaning before the project can be considered for substantial completion. The Substantial Completion date is the date to be used as the commencement of the warranty period (TBD).
- B. Owner Training – The contractor must capture said training in a video recording. This should happen in tandem with commissioning where possible. The installers of the systems or manufacturers should be available to provide training and answer questions. This must be an interactive, onsite session. Sessions need to be scheduled with the WSU Project Manager at least two weeks in advance.
- C. Punch list – A WSU punch list walkthrough must be conducted, and comments are to be included with the designer punch list.
- D. Record Drawings – The format for record drawings is included in the Design and Construction standards. These must be given to WSU before final payment will be made. Include Furniture drawings and submittals. The designer responsible to review the redline drawings for accuracy. The contractor must break down and provide final costs to the university in the format of the GMP. WSU will provide the format for the GMP and Schedule of Values for general contractors and trade contractors.

**End of Document**





**State Hall Renovation  
WSU Project No. 016-328302**