

Request for Proposal

**Professional Design Services
for Wayne State University
Keast Commons Restoration
Project No. 999-301243**

January 6, 2025



**Wayne State University
Procurement & Strategic
Sourcing**

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

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I. Instructions to Design Professional

1. Project Description

Wayne State University (“WSU”) is seeking Professional Design Services for the renovation of the William Rea Keast Commons (“Keast Commons”). In 2006, the Board of Governors named the area and walkway behind Towers Residential Suites, between Chatsworth Apartments and DeRoy Apartments, as “William Rea Keast Commons.” It is named in honor of Wayne State’s fifth president (1965-1971) who is remembered as the “students’ president” serving during the Vietnam War.

Keast Commons is one of the few outdoor spaces on campus that students, faculty, and neighboring communities have access to year-round for recreational activities. It is surrounded by student housing and other student life facilities and has hosted a number of events over the years. While an important asset in its current state, Master Planning revealed that it leaves much to be desired from campus users.

The new expanded Keast Commons area will span from the front of the Chatsworth boundary wall on the **east** to the **edge of the sidewalk at Anthony Wayne Drive on the west, between the vehicular access road on the north and the pedestrian walkway on the south.** While enhancing the campus with an active civic space, the project must maintain uninterrupted daily delivery access to the student center and accommodate pedestrian traffic flow through the site and consider potential needs for occasional vehicle pick-up and drop-off during campus move-in and move-out days.

Program Elements should include, but are not limited to:

- Area to be designed for a larger number of students.
- Area to be used to hold large activities and events.
- Space needs to be highly functional and highly flexible.
- Flexible space for the numerous activities and events that would be held there
- Encouraging activity during the non-event times

Stormwater Management

- The project provides the opportunity to discuss stormwater management on this site.
- WSU to review this further and would like to understand what the options available.

Please refer to item 16 for complete details in regard to the Design Professional scope and deliverables.

Furthermore, please reference Exhibits “F” and “G” for details previously developed to support the intent of this project.

Sustainability

The Site is to provide a superior facility which meets the University’s sustainability goals. The project will be designed to meet **SITES** Gold Certification from the United States Green Building Council (USGBC).

RFP Submittal Instructions:

Please read the RFP carefully and follow all instructions given.

To participate, it is **Optional** that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q&A session). For this RFP, the University offers the following Preproposal Options: **Virtual**.

Vendors who would like to participate in the pre-proposal meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

Microsoft Teams Meeting
On-line or via Conference Call
[Join the meeting now](#)

[Need to join from a mobile device but don't have TEAMS on it?](#)
[Visit our website](#) for instruction on adding TEAMS to your device.

Attendance will be taken during the Pre-proposal Meeting. When Pre-proposal Meetings are Optional, nominal scorecard points will be awarded for attendance.

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 2 - 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.

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.
- 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 and Project Dates and Deadlines

Event	Deadline or Date of Event
Issue Design Professional RFP	January 6, 2025
Optional Pre-Proposal Meeting	January 14, 2025 @ 1:00 pm EST
Final Day / Deadline for Question Submission	January 17, 2025 @ 12:00 Noon EST
WSU Response to Questions	Within 2 days of the Question Deadline
Deadline for Proposal Submission (electronic submission)	January 24, 2025, by 2:00 pm EST The link for bid submission will be posted with the bid details at https://go.wayne.edu/designservicebids
Short List Announced	By February 3, 2025
Presentations/Interviews	By February 17, 2025
Select Design Professional	By February 24, 2025
Bid/Construction Documents	May 2025
Construction Complete	September 2025

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

II. RFP Procedure and Requirements

4. Introduction

- A. **Wayne State University**, founded in 1868, is committed to preparing its students to excel in a fast-paced and interconnected global society. It combines the academic excellence of a major research university with the practical experiences of an institution whose history, location and diversity make it a microcosm of the world students will enter when they graduate. The University holds the Highest Carnegie Foundation classification for research activity. It has 13 colleges and schools and offers more than 350 academic programs including bachelor’s, master’s and doctoral degrees; post-baccalaureate, graduate and specialist certificates; and three professional programs (<http://wayne.edu/about/facts/>).
- B. **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.
- C. **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.
- D. **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.

- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **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. **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 **January 14, 2025, at Prebid Time 1:00 P.M. EST.** For this RFP, the University offers the following Preproposal Options: **Virtual**

Vendors who would like to participate in the pre-proposal meeting via a TEAMS Video Conference or Conference Call, may do so via the information below:

Microsoft Teams Meeting
On-line or via Conference Call
[Join the meeting now](#)

- C. Attendance will be taken during the Prebid Meeting. When Pre-proposal Meetings are Optional, nominal scorecard points will be awarded for attendance.
- D. Minutes for the Prebid Meeting are 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.

6. Proposal Requirements

A. Information:

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. Firms will submit responses in an A3 format. Submit a single A3 for each Criteria. General information on a single A3, with additional A3s allowed for Criteria 1 and 2 for projects and personnel. Criteria 5 Exhibit B does not need to be submitted as an A3. Required information is listed below.

WSU is using A3's for succinct decision making and project updates. The document allows faster input and feedback. Respondents have discretion to organize the information on the A3s in the best manner to demonstrate their qualifications, provided it responds to all data requested.

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. Proposal Sections:

Criteria 1: Firm Contact Information and Firm Overview:

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.

Respondent must list and describe a minimum of five (5) projects, completed within the last ten (10) years demonstrating the Respondent's experience for providing Architectural and Engineering Services on projects similar in size and composition to the proposed Keast Commons Project.

- Landscape developments of similar size and composition
- Projects in the City of Detroit

Provide the following information for each project listed:

- Project name and Owner's name and Point of Contact/Reference
- Construction Type (New and/or Renovation) and Contract delivery method (GC, CM at Risk, Design/Build etc.)
- Construction Manager/General Contractor and Point of Contact/Reference
- Project Size (number of square feet, separate new from renovation)
- Technical Scope of Services provided for the Project
- Duration of Construction Phase from Mobilization to Substantial Completion.
- Project Budget (Initial Budget, Final Budget, % Variance)
- Identify proposed team members who worked on these projects and their specific roles.
- Relevance of experience to this Project.

Note: 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.

Criteria 2: Proposed Project Team

Provide the Key Personnel you propose for this project. Additional A3s may be attached with concise resumes for the proposed team members. Describe in detail the recent relevant experience of each team member related to the projects provided in Criteria 1 that make them ideal candidates for the project. Project team members shall have expertise in site development, landscaping, sustainability, lighting, civil engineering and projects that utilized LEAN and Sustainable techniques.

- Provide a staffing organizational chart outlining the authority and communication lines between them.
- List representative projects and the role of the Key Personnel.

- Provide a matrix of the Projects in Section 1 and the staff proposed in this Criteria

Criteria 3: Approach

Describe your team's project approach defining all consultants and their level of involvement, methods of obtaining an understanding of the project and interacting with the project stakeholders and the challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to design these projects for the university?

Criteria 4: Minority, Woman or Physically Challenged Owned Business Enterprises (M/W/DBEs)

- 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 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.
- 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.
- 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>.

Criteria 5: Proposed Fee:

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.

- Provide a proposed fee based as a percentage of the Cost of Work value for Architectural and Engineering Services for Programming through Construction Administration. Please provide breakdown.
- Note: Design Fees for SD-CA services will be finalized as a percentage of the Cost of the Work based on the approved Design Development Estimate and adjusted based on actual cost of the work at project completion. The Cost of the Work for purposes of determining the Architect's fees is a sum of the following costs: Direct Construction Costs + GC General Conditions + GC Personnel Costs + GC Insurance + GC Fee, which for the purposes of this RFP can be assumed to be between \$ 3.5 M.
- The construction cost for re-work for design errors and omissions, as well as consequential damages caused by them, will be excluded from the Total Construction Cost. Fee adjustments to the designer will be made based on the final actual Total Construction Cost.
- Adjust to A/E fee shall be made for errors and omissions that exceed 2% of the Actual Cost of Work

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.

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.

Potentially Acceptable Reimbursables

The hourly rates, unit prices, or lump sum amounts include all costs associated with the project, unless pre-approved by the University. The University has established limits on acceptable reimbursables from professional service consultants. Without regard to the consultant's policies and practices, the University will accept as reimbursable costs only items pre-approved by the University. Approved reimbursables will be paid at actual costs, with no markup or multiplier. Respondents should consider these restrictions in preparing their responses.

Unacceptable Reimbursables

Costs beyond those identified above as potentially acceptable reimbursables (pending pre-approval) are prohibited for reimbursement and are included in the labor or unit price rates. Examples of unacceptable reimbursable costs include, but are not limited to:

- Vehicle charges, vehicle rentals, or per diem rates
- Transportation to or from the consultant’s office and the University
- Parking at the University
- Telephone, computer, printing, software, license fees, and internet service
- Shipping or handling fees

Wayne State Wage Requirements:

The eventual A/E 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.

7. WSU Representative(s)

- A. During the RFP process (from the date of issue through the date of contract award or other final decision) **A’нна Dunbar** (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
Name:	A’нна Dunbar
Title:	Senior Buyer
Company:	WSU
Street:	5700 Cass Avenue, Suite 4200
City, State, Zip:	Detroit, MI 48202
Phone:	313-577-3757
E-mail Address:	hx8739@wayne.edu

8. 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 **January 20, 2025, 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. This walkthrough will be held after the Pre-Proposal meeting on **January 16, 2025, at 10.00 A.M.**

9. 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 **January 24, 2025**, 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 **January 6, 2025.**
- 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 **A'anna Dunbar** at **hx8739@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.

10. 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 Exhibit C.
- 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

11. In-Person Interviews

- A. **Short List.** Following the evaluation of the proposals, the development of a 'short list' may be compiled. At the discretion of the University, 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.

12. Evaluation:

- 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 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.
- C. The University reserves the right to request additional information at any time during the selection process.
- D. Following the evaluation of the proposals, the development of a short list may be compiled, those respondents may be invited to attend a formal interview meeting with selected university representatives to facilitate a final selection of the design firm.

13. 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.

14. Contract

- A. **Contract review.** Responder is required to examine "**Appendix 3 - 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 3 - WSU - Contract for Professional Services**" by 12:00 pm EST, **January 17, 2025**.
- 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.

15. References

- A. Upon request, Responder must agree to provide a minimum of three (3) qualified references. Requests for references will come from **A'anna Dunbar** and will be treated as confidential and 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's name(s), titles, e-mail, and the telephone numbers.

IV. Project Deliverables and Schedule

16. 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, 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 Schedule. (Refer to §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 and Equipment
 - Data Communications
 - Telecommunications
 - Information Systems
 - Security Systems
 - Other Local and Remote Communication Devices
- Project Cost: Update estimate with sufficient detail to support the design intent at 50% complete.
- Design 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 based on an estimate by the Construction Manager, 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, Construction Manager and other vendors.
- AutoCAD files of Construction Documents are to be provided.
- 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 Procurement:

- The designer will be instrumental in providing content and documents to the University/GC for issuance.
- Bidding/proposal documents – The designer shall prepare the design and specifications in the CD phase for bidding. During construction procurement, the designer may be asked to prepare separate bid packages to facilitate bidding and meet project schedule.
- Pre-proposal conference – The designer will be expected to participate in the pre-proposal meeting.
- Bidding addenda – The designer shall provide responses to vendor questions and revise drawings and specifications as needed to be released as an addendum during the bidding phase of the project.
- Project cost – If construction bids exceed the project target, assist the University with cost reduction options.
- Contractor selection – The designer is expected to participate in vendor interviews, evaluations, and award notifications.

E. 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 Construction Manager. 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 required.
- Review change order requests from the Construction Manager.
- 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 trade contractors as-built drawings. Provide final BIM Model to WSU as part of the record set.
- 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.

F. 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.
- Organize showroom tour of applicable dealer/manufacturers, if required.
- Prepare complete set of specifications for competitive bidding.
- Assist with Analyzing bid comparisons 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

G. Add Alternate Enhanced Stormwater Management Infrastructure (above and beyond Stormwater design required for the project)

- Evaluate and analyze the project site to determine if an enhanced storm water management plan is applicable on the surrounding site.
- Understand the current limitations of the existing stormwater drainage infrastructure.
- Identify potential problems of the existing stormwater drainage infrastructure.
- Review the current WSU Campus Master Plan.
- Develop a comprehensive design and plan for managing storm water within and surrounding the project area.
- Provide deliverables at each phase of design documents as listed above(items 1-5)
- Include dedicated drawing sheets for Stormwater Management design in the project drawings.
- Include stormwater management fee in the authorized project budget.
- Provide ROI calculations

17. Project Schedule

- A. Responders are required to present a detailed timeline for the proposed **Keast Commons Restoration**. 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: **March 28, 2025**
 - b. Schematic and Design Development must be complete by: **April 2, 2025**
 - c. Construction documents must be complete by: **May 30, 2025**

18. Estimated Project Budget

- A. The target project budget is currently **\$3,500,000** (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. Lighting, Power, 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.

19. 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.

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 – (Not Applicable)

Exhibit E – (Not Applicable)

Exhibit F – Keast Commons Renderings from the Master Plan

Exhibit G – The Wayne Framework for Keast Commons

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 – (Not Applicable)

Appendix 6 - WSU – (Not Applicable)

Appendix 7 - WSU – Responsible Contractor Policy (for Reference Only)

Appendix 8 - WSU – WSU Wage Rate Schedule (for Reference Only)

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

Appendix 10- WSU- Construction Design Standards- November 16,2018

Appendix 11 - WSU- Standards for Communications Infrastructure- July 29,2019.

Appendix 12 - WSU -Sustainability Strategic Plan- 2023-2028

Exhibit A**RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL
RFP: Professional Design Services for Keast Commons Restoration****WSU Project No. Project 999-301243
DATED: January 6, 2025
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.

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.

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 **January 6, 2025**, 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.

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)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN), Federal Identification Number, or Social Security Number.

Exhibit B-1

Level of Effort Table for Professional Design Services

(download separately from the Website)

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



Exhibit B-1

Keast Commons Restoration / WSU Project No. 999-301243
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	\$ -
Labor Sub Total		0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Labor Total	\$ -										
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	\$ -
Reimbursables Sub Total		0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
Reimbursables Total	\$ -										

GRAND TOTAL \$ -

Exhibit B-2**Level of Effort Table and Fee Proposal Form**

(download separately from the Website)

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

Company Name: _____ **Date Last Modified** _____**1. Comprehensive Design Fee**

Labor for Programming through Construction	\$	-
Administration	\$	-
Reimbursable Costs		
TOTAL:	\$	-

Submitted By: _____

Company Name: _____

Signature: _____

Typed Name: _____

Title: _____

Date: _____

Phone: (_____) _____

Email: _____

EXHIBIT C - SUMMARY QUESTIONNAIRE

- | | YES | ALTERNATIVE |
|--|---|-------------|
| 1. Can your company commence services on or before May 5, 2025? | _____ | _____ |
| 2. Does your company agree to provide a minimum of 3 references to the University upon request , with specific contact names and phone numbers? | _____ | _____ |
| 3. Did you attend the Optional Pre-Proposal meeting on January 14, 2025? | _____ | _____ |
| 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, Exhibit A? | _____ | _____ |
| 7. Did your company complete and provide the Level of Effort Table and Fee Proposal Form Exhibit 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 WSU Wage Rate requirements and clearly indicate such in your proposal? | _____ | _____ |
| 12. ADDENDA: 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 _____

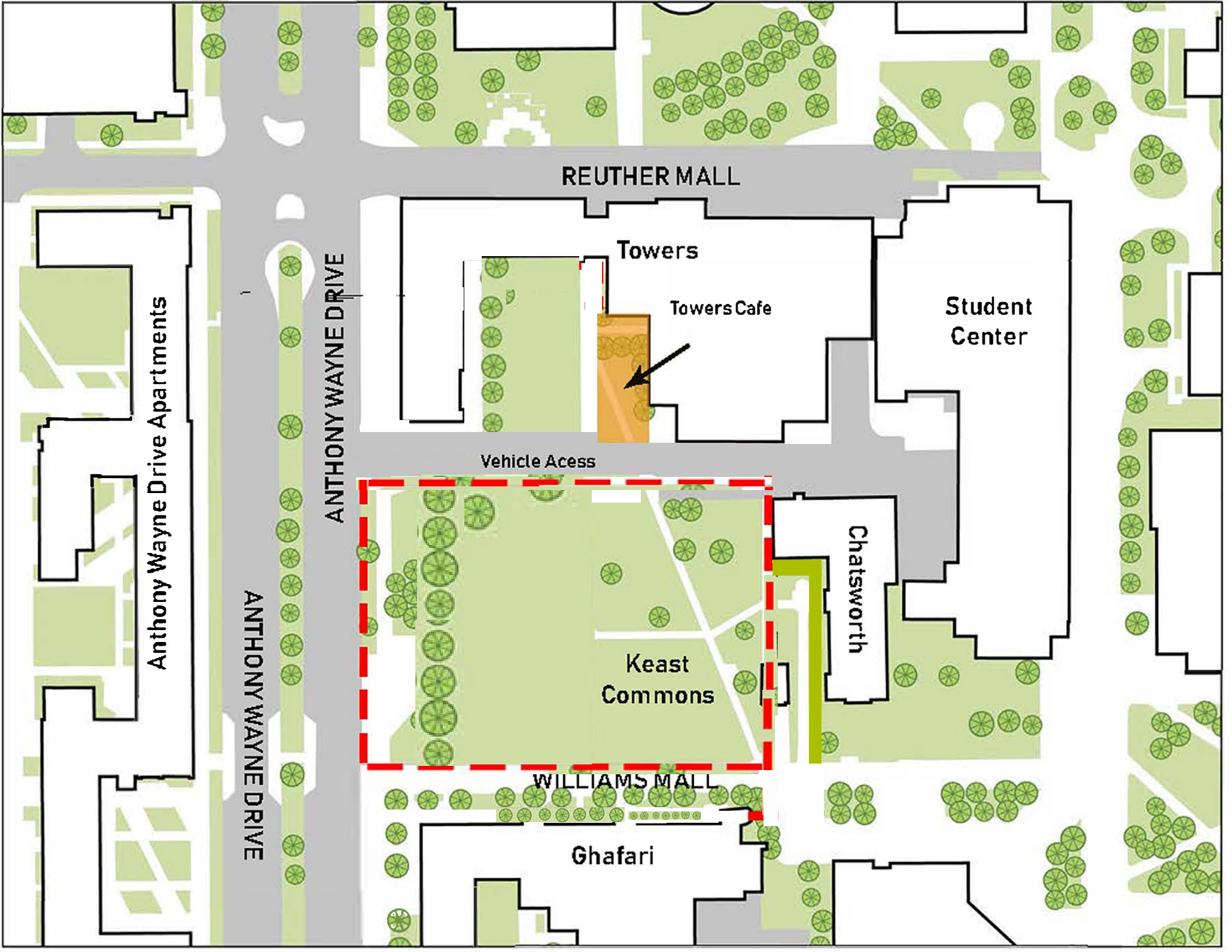
Typed Name _____

_____ (Title) _____ (Date)

**Exhibits D & E
(Not Applicable)**

**Exhibit F
Keast Commons Renderings from the Master Plan**

**Exhibit G
The Wayne Framework for Keast Commons**



REUTHER MALL

Towers

Towers Cafe

Student Center

Vehicle Access

Keast Commons

Chatsworth

WILLIAMS MALL

Ghafari

Anthony Wayne Drive Apartments

ANTHONY WAYNE DRIVE

ANTHONY WAYNE DRIVE

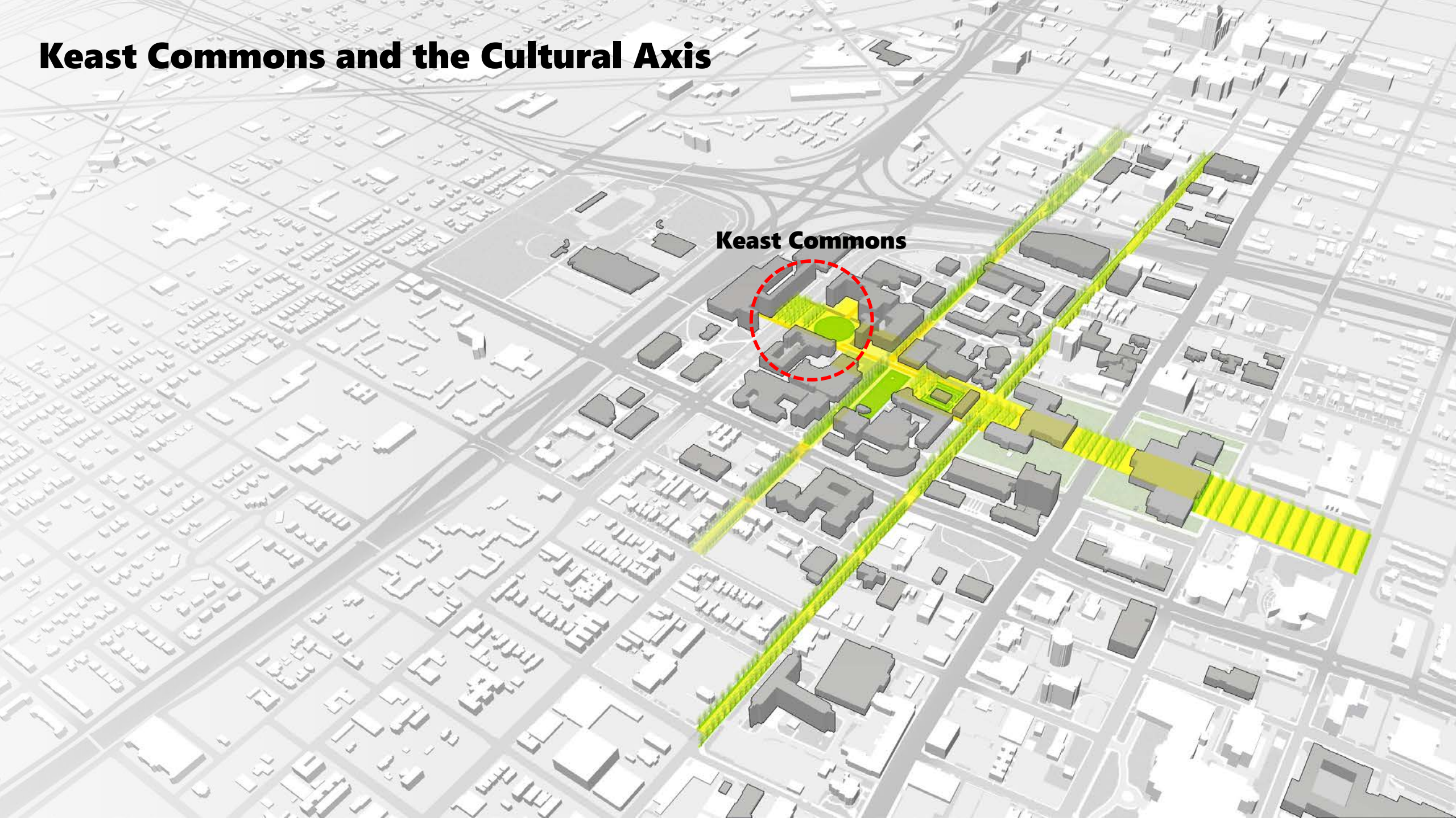




THE
WAYNE
FRAMEWORK

Keast Commons
January 6

Keast Commons and the Cultural Axis

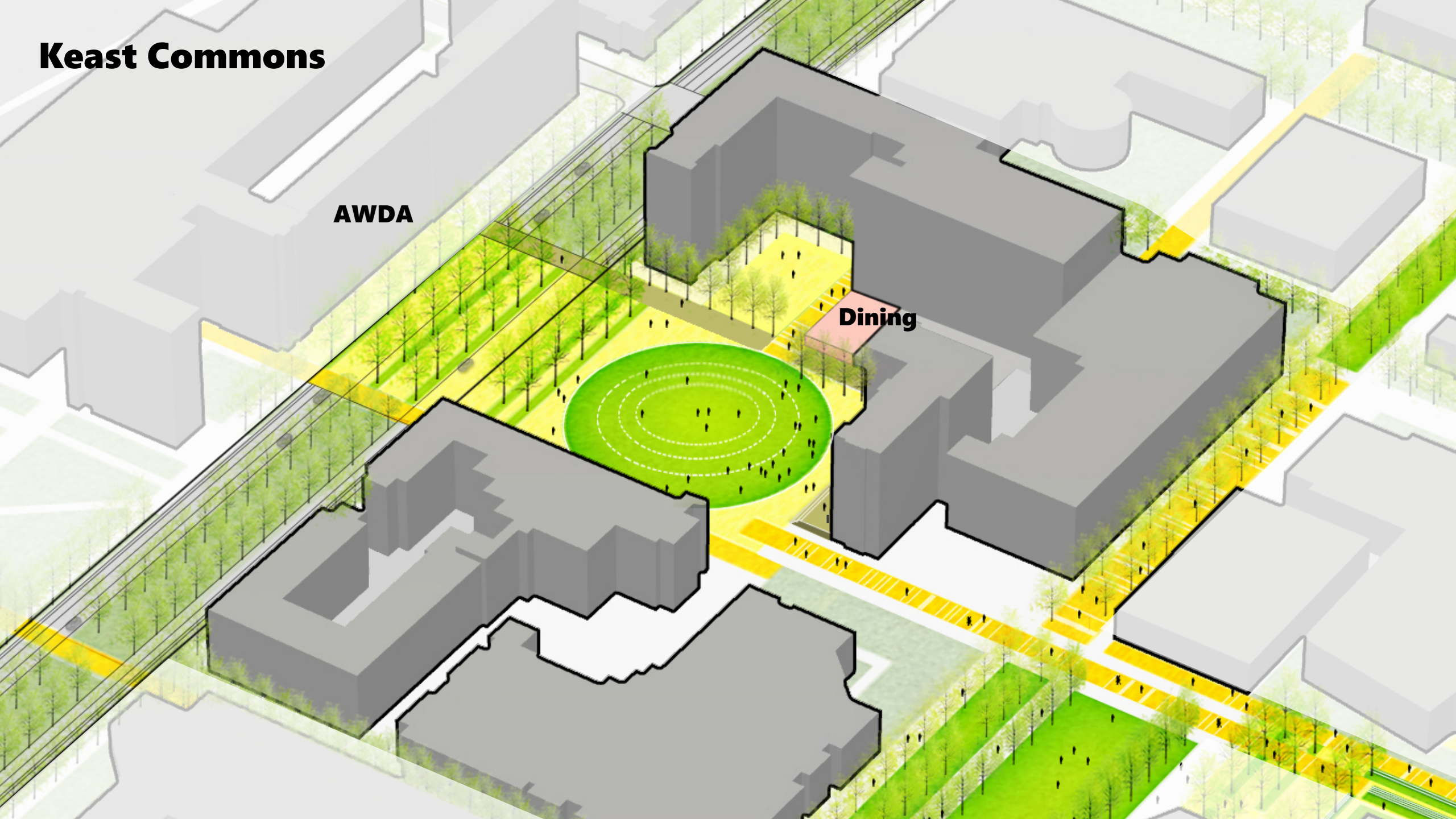


Keast Commons

Keast Commons

AWDA

Dining



Keast Commons

Approx 45,000 gsf

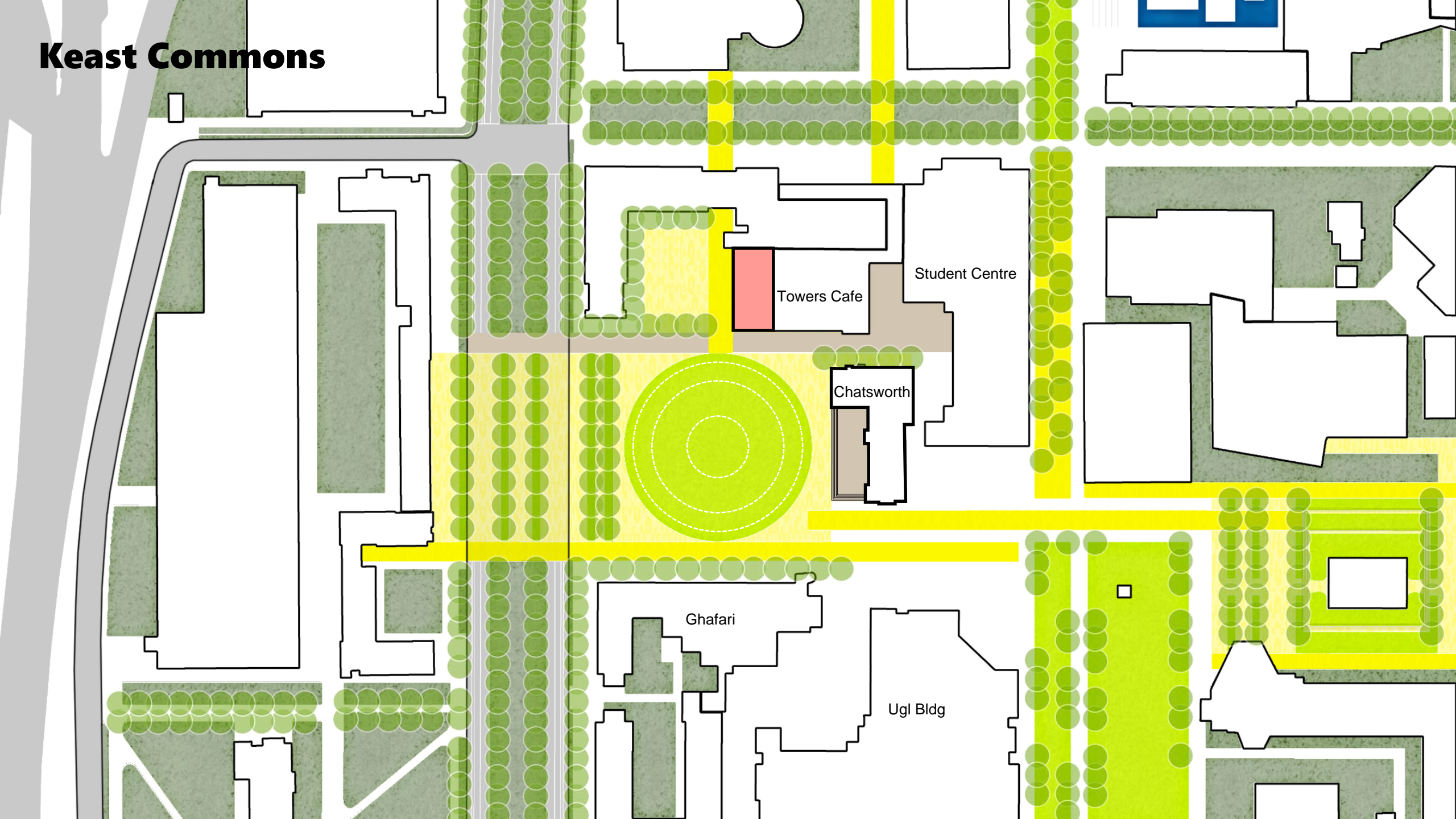
- @ 15sf/person = 3000 people for sitting events /concerts

AWDA

Dining



Keast Commons



Towers Cafe

Student Centre

Chatsworth

Ghafari

Ugl Bldg

Keast Commons

**Move-in/out
day**

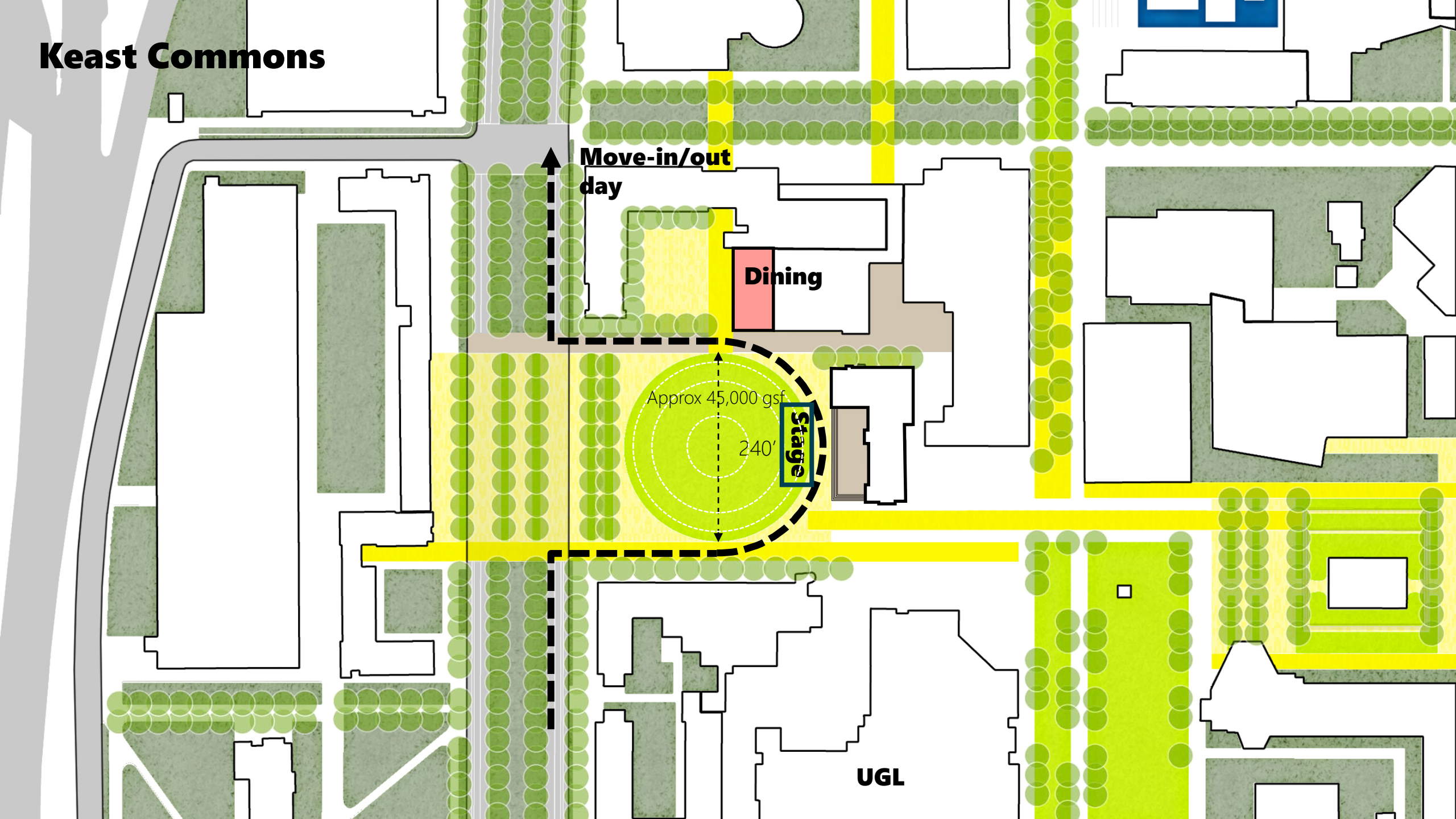
Dining

Approx 45,000 gsf

240'

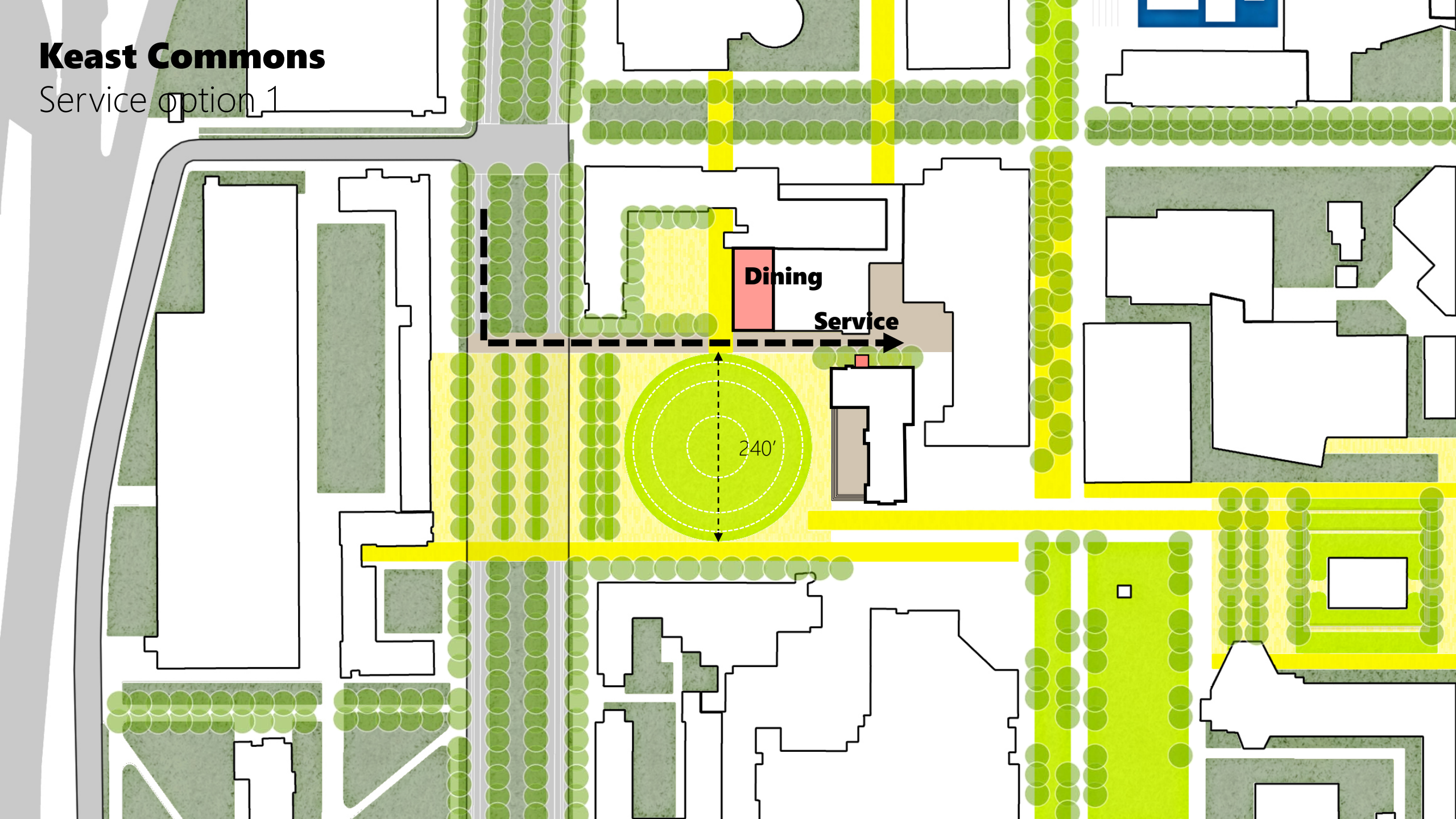
Stage

UGL



Keast Commons

Service option 1



Plaza Mayor
Diameter – 210'





Feedback and next steps

Need info on retail locations adjacent to housing

Additional detail on northern room

Show trash disposal choreography

Need info on generator location

Increase permeability to AWDA

Need info on headhouse/basement access

Further detail on move-in day choreography

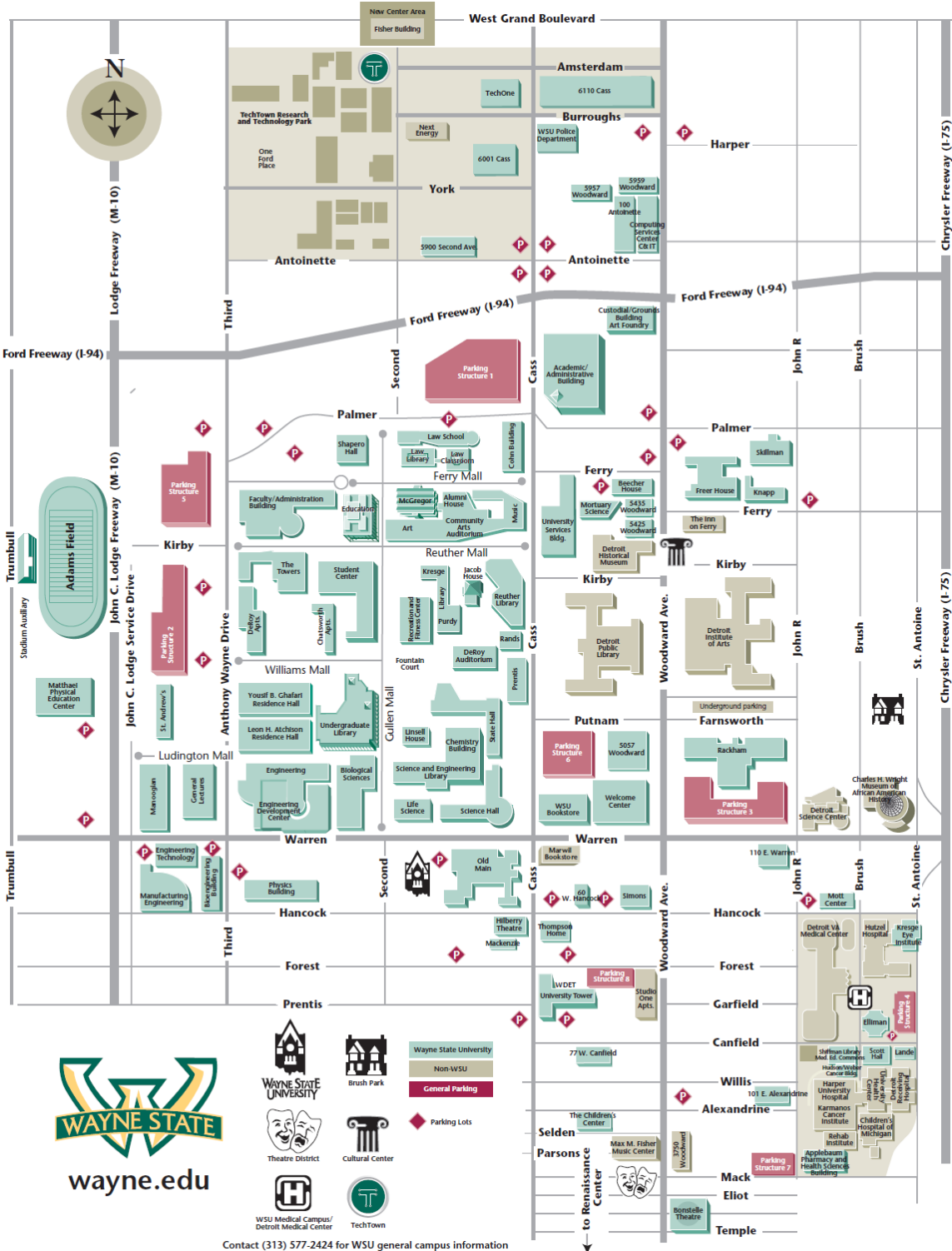
APPENDIX 1

(Wayne State University Campus Map)

See website:

<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 *(Rev 8-2023)*

_____, 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:

General Requirements

<u>Type of Insurance</u>	<u>Minimum Requirement</u>
1. Commercial General Liability (CGL) CGL insurance should be written on ISO form CG 00 01 (or equivalent substitute)	\$1,000,000 combined single limit \$2,000,000 annual aggregate
2. Professional Liability	\$1,000,000 combined single limit \$1,000,000 annual aggregate
3. Excess Liability (Umbrella)	\$1,000,000 per occurrence
4. Commercial Automobile Liability (including hired and non-owned vehicles)	\$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate.
5. Workers' Compensation (Employers' Liability)	Required by the State of Michigan and Employer's Liability in the amount of \$1,000,000 per accident for bodily injury or disease.

Maximum Acceptable Deductibles

<u>Type of Insurance</u>	<u>Deductible</u>
Commercial General Liability	\$5,000
Commercial Automobile Liability	0
Workers' Compensation	0
Property - All Risk	\$1,000

Coverage

- All liability policies must be written on an occurrence form of coverage.
- Commercial General Liability (CGL) includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
- The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to accidents arising out of said contract.
- 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."
- 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

- Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required coverage must be forwarded to the Office of Risk Management to be verified and authenticated with the agent and/or insurance company.
- Certificates shall contain a statement from the insurer that, for this contract, the care, and custody or control exclusion is waived.
- 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.
- Revised certificates must be forwarded to the Office of 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 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 Risk Management. Exceptions are determined by the type and nature of the contract and the individual contractor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent-Broker Address City, State, Zipcode	CONTACT NAME: TBD PHONE (A/C, No, Ext): TBD FAX (A/C, No): TBD E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : TBD INSURER B : TBD INSURER C : TBD INSURER D : TBD INSURER E : INSURER F :
INSURED Vendor Entity Name Address City, State, Zipcode	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			TBD	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	TBD				01/01/2025	01/01/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								MED EXP (Any one person) \$ 5,000	
									PERSONAL & ADV INJURY \$ 1,000,000	
									GENERAL AGGREGATE \$ 2,000,000	
	PRODUCTS - COMP/OP AGG \$ 2,000,000									
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC \$										
A	AUTOMOBILE LIABILITY			TBD	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO	Y	TBD				01/01/2025	01/01/2026	BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS								<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS								<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
					\$					
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	DED RETENTION \$						\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TBD	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 100,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is require)
The Board of Governors of Wayne State University shall be named as an additional insured, but only with respect to accidents arising out of said contract

CERTIFICATE HOLDER Wayne State University Enterprise Risk Management & Insurance Programs 5700 Cass Avenue, Suite 4622 AAB Detroit, MI 48202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Signature Required
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Keast Commons Restoration
WSU Project No. 999-301243

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 Two Million Dollars (\$2,000,000) 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, contaminants, 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: _____ by: _____

Signature

signature

Name: _____ Name: William R. Decatur

Print or type name here

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/>

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

- Important data sets 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 I10 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.



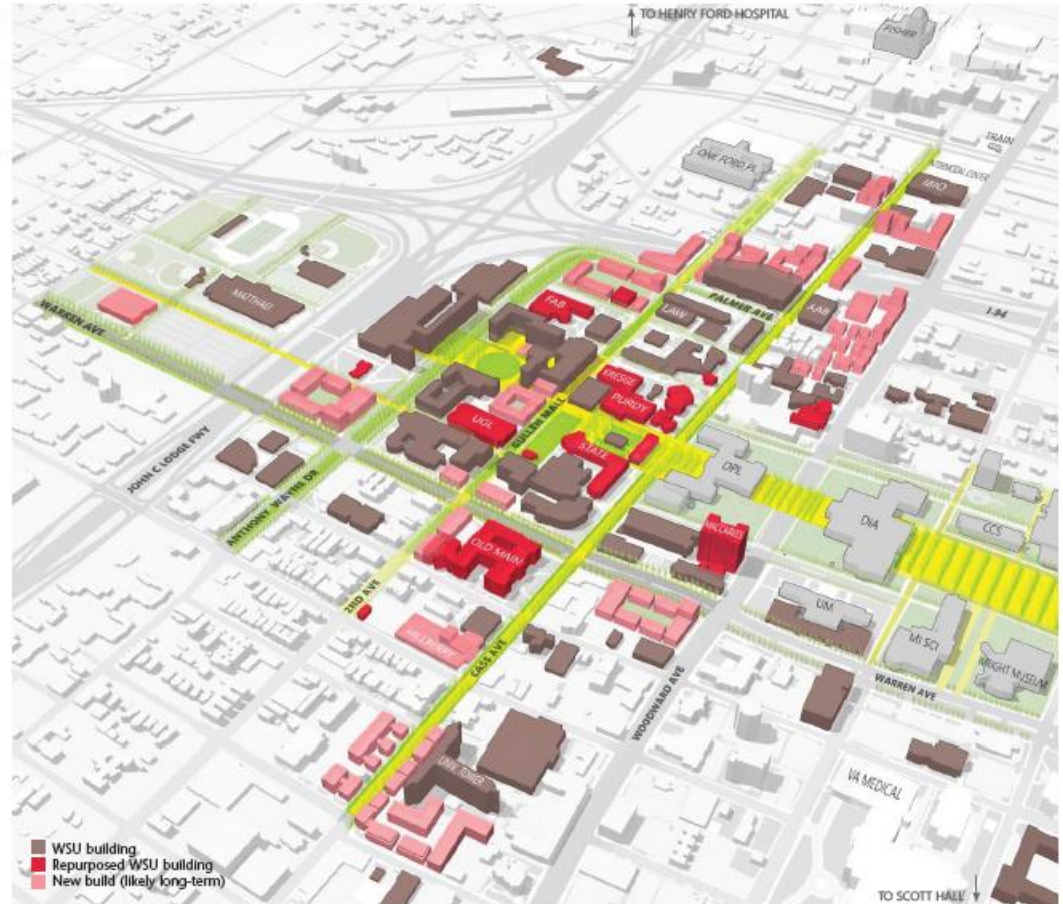
2. NEAR-TERM, CONCENTRATE ACADEMIC ACTIVITY IN AN ENHANCED CORE

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 Prentis Building should be repositioned with community-oriented uses as an important campus gateway.

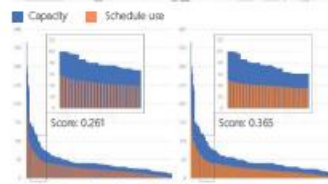


3. DEFINE KEY SITES FOR FUTURE DEVELOPMENT, PROMOTE OPTIONALITY FOR THE HEALTH SCIENCES, AND FOCUS THE UNIVERSITY'S REAL ESTATE STRATEGY

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.



■ 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

(Not Applicable)

**Appendix 6
(Not Applicable)**

Appendix 7 – Responsible Contractors

RESPONSIBLE CONTRACTOR POLICY (revised 12-12-2023)

1.0 Purpose

- 1.1 Wayne State University is committed to having responsible and ethical contractors and subcontractors on all of its construction projects, to ensure that work is performed by responsible, qualified firms that maintain the capacity, expertise, highly trained personnel, and other qualifications and resources necessary to successfully perform University projects in a safe, timely, reliable, high quality and cost-effective manner.
- 1.2 To achieve that goal, the University will require contractors and subcontractors submitting a bid on a construction project to provide information relating to their qualifications. The purpose of this policy is to assist the University in awarding contracts on every construction project to the lowest priced responsible bidder, or in the case of a major construction project using a criteria-based award, the responsible bidder who provides the best value to the University.

2.0 Definitions

- 2.1 A “major construction project” is a construction or other real property improvement or maintenance project whose planning and implementation require Board of Governors approval under Board Statute 2.81.01.090, “Capital Outlay”.
- 2.2 The term “contractor” includes general contractors, trade contractors, construction managers, and design builders, as well as any subcontractors.

3.0 Policy

3.1 Contractor Qualifications

The University will obtain information from and about the contractors on its major construction projects. Depending on the extent of the University's prior experience with a contractor, that information may include:

- The contractor's experience on projects of similar size and complexity.
- References from other owners.
- The contractor's creditworthiness/financial condition.
- The contractor's and any subcontractor's safety records and prior history of OSHA/MIOSHA, environmental, or other regulatory violations, discrimination claims, criminal convictions, liens, compliance with applicable laws, and litigation (including arbitrations) with owners, contractors, subcontractors, unions, or employees.
- Qualifications of management and supervisory personnel to be assigned by the contractor to the project.
- Access to labor necessary for contract performance.

3.2 Contract Specifications

Contracts for the University's major construction projects will include terms requiring:

- Compliance with all applicable health, safety and environmental laws and regulations during performance of the contract, and timely provision to the University of copies of any complaint or allegation of a violation of any such regulation, and of any accident report, relating to work performed under the contract.

- Contractors and subcontractors to maintain and make available to the University, upon request, documentation of compliance with the University's Wage Rate Requirements (University Policy 18-2) and/or other applicable wage rate requirements, including certified payroll reports and complete payroll records.
- Training for all workers assigned to perform work under the project, including any required OSHA/MIOSHA training.
- Registration of apprentices in bona fide training programs.
- Contractors and subcontractors to implement and take steps to enforce a requirement that workers on the project be drug and alcohol free on the job site.
- Promotion of work force and contractor diversity to the fullest degree permitted by law, including prohibition of illegal discrimination and violation of any applicable University policy regarding discrimination.
- Promotion of competition through small business development, by encouraging opportunities for qualified new and small businesses, including those owned by women and minorities, to participate in work under the contract, as contractors, subcontractors, and suppliers.
- Contractors and subcontractors to carry appropriate liability insurance in amounts established by the University's Enterprise Risk Management & Insurance Programs office; to comply with Michigan law on worker's compensation; to provide bid, payment, and performance bonds for the completion of the contracted work; and to maintain these coverages through the period specified by the Enterprise Risk Management & Insurance Programs office.
- Compliance with licensing requirements applicable to those assigned to perform work under the contract.

3.3 **Work Force Management**

On its major construction projects, the University will seek evidence that each successful contractor is able to furnish skilled tradespersons and laborers (a) in numbers sufficient to complete the work under the contract on a timely and cost effective basis, and (b) who are able to work in harmony with the employees of other contractors or subcontractors performing work on that project in order to achieve its completion on a timely and cost effective basis.

In that regard, the University will not discourage a contractor from entering into a project labor agreement (PLA) for a construction project at the University when the contractor determines that a PLA is allowable under applicable laws and will enhance its ability to perform the work on the project. Further, the Senior Vice President, Chief Financial Officer and Treasurer is authorized to require the successful contractor to enter into a PLA when doing so would advance the University's project-specific interests in cost savings, efficiency, timeliness, or quality and would promote the University's goals set forth in this policy. The Senior Vice President, Chief Financial Officer and Treasurer should not require a contractor to enter into a PLA on any project or part of a project when doing so would violate applicable laws or would unreasonably restrict competition in the contracting or subcontracting process..

Appendix 8 – 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 9 - 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.

Signed by President M. Roy Wilson, June 2015

Appendix 10

WSU- Construction Design Standards

November 16, 2018

http://www.forms.procurement.wayne.edu/Adv_bid/DC-Standards-Nov-2018.pdf

Appendix 11

WSU- Standards for Communications Infrastructure

July 29, 2019

<https://tech.wayne.edu/docs/ws-u-communications-standards.pdf>

Appendix 12

WSU -Sustainability Strategic Plan

2023-2028

https://sustainability.wayne.edu/about/2023-2028_sustainability_strategic_plan.pdf