



Division of Finance and Facilities  
Management

**Purchasing Department  
Detroit, Michigan 48202  
(313) 577-3734  
FAX (313) 577-3747**

April 6, 2010

ATTN: \_\_\_\_\_

Dear Vendor:

**IMPORTANT – PLEASE NOTE:** Effective December 1, 2007, bid notices will be sent only to those Vendors registered to receive them via our Bid Opportunities Listserve service. To register, to [http://www.forms.purchasing.wayne.edu/Adv\\_bid/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html) , and click on the “**Join our Listserve**” link at the top of the page. Instructions are at the top of the page, and the Building Design Listserv service is on this page.

NOTE: You must have registered to bid and/or attended a prebid conference in order to be eligible to bid on a particular project. Receipt of minutes or addenda without being at a prebid conference does not qualify your company to bid.

Wayne State University invites you to participate in the Request for Proposal process for Design Services for the Hilberry Gateway Project Study to be located on the main campus, at 4743 Cass in Detroit, Michigan.

Bid packages will be available for your downloading and printing, from the University’s Website for Building Design, reference address: [http://www.forms.purchasing.wayne.edu/Adv\\_bid/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html) (There is an underline between the words Building and Design). Bid packages will be available after 12:00 p.m., April 6, 2010.

If you are interested in participating in this process, it is **essential** that you or a representative of your company fill out and **FAX** the registration/intent form. It is **mandatory** that you and/or responsible representatives of your organization attend our pre-bid conference to be held:

**April 15, 2010 at 11:00 a.m.  
Hilberry Theatre Wayne State University  
4743 Cass Avenue, Detroit, Michigan**

The balance of the Calendar of Events is as follows:

Release of the RFP	April 6, 2010 after 12:00 p.m.
<b>Mandatory</b> Registration	April 13, 2010 by 5:00 p.m. <b>Fax Registration Form to: 313-577-8277</b>
<b>Mandatory</b> Pre-proposal Meeting	April 15, 2010 at 11:00 a.m. at 4743 Cass, Detroit, Michigan.
Deadline for Questions	April 19, 2010 at 12:00 p.m. to: Paula Reyes, <a href="mailto:bb2709@wayne.edu">bb2709@wayne.edu</a> Copy to Ken Doherty, <a href="mailto:ac0578@wayne.edu">ac0578@wayne.edu</a>
Delivery of Proposals (10 Copies)	<b>April 29, 2010 by 12:00 noon</b> in the Purchasing Dept., Academic / Administration Bldg., 5700 Cass Avenue, 4 <sup>th</sup> Floor – Suite 4200, Detroit, MI 48202
Post Bid Interviews	Short list of selected firms will be published by May 7, 2010. Post Bid Interviews for selected firms will be tentatively set for May 19 and May 20, 2010.
Project Completion	As stated in the final contract

Please confirm your participation and/or attendance at the pre-bid conference by faxing the attached Registration/Intent form to the attention of Ms. Pat Milewski (313) 577-8277 no later than 5:00 p.m. on April 13, 2010, by 5:00 p.m. **Remember, it is essential to return the Registration/Intent form to ensure you are eligible to respond to the bid.**

We hope to see you at the mandatory meeting on **April 15, 2010**. Should you have any questions or concerns about this invitation, please contact me at (313) 577-3649. Thank you for your interest in doing business with Wayne State University.

Sincerely,

Paula S Reyes  
Purchasing Manager  
Attachment

**REGISTRATION/INTENT FORM**

**Request for Proposal for Design Services for the  
Hilberry Gateway Project Study  
PR**

Please use this form to indicate your intent to submit a proposal for the services listed. Please type or print the information requested below, then fax to Wayne State University, **attention Ms. Pat Milewski at (313) 577-8277** by **April 13, 2010 - 5:00 pm.**

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

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail \_\_\_\_\_

YES\_\_\_\_\_ I will be submitting a quotation for the Design Services for the Hilberry Gateway Study. I will download the RFP from the University's Website, reference address: **[http://www.forms.purchasing.wayne.edu/Adv\\_bid/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html)**. Bid packages will be available after 12:00 p.m., April 6, 2010

Location: Wayne State University  
**[http://www.forms.purchasing.wayne.edu/Adv\\_bid/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Adv_bid/Building_Design.html)**  
Fax: 313-577-3747  
Detroit, MI 48202

YES\_\_\_\_\_ I will be attending the meeting for Design Services for the Hilberry Gateway Project Study on **April 15, 2010.**

**Location: Wayne State University  
Hilberry Theatre  
4743 Cass Avenue, Detroit, Michigan  
Time: 11:00 a.m.**

NO\_\_\_\_\_ I will not participate in the Request for Proposal and will not be submitting a response.

I understand that this will not affect our status as a potential supplier to Wayne State University.



Division of Finance & Facilities  
Management

Purchasing Department  
Detroit, Michigan 48202  
(313) 577-3734

FAX (313) 577-3747

Hilberry Gateway Project Study  
Pre- Proposal Meeting

AGENDA  
April 15, 2010

1. Welcome to Wayne State University  
Sign in Sheets (Purchasing) Ken Doherty
  2. Project Description Sharon Vasquez, Dean of College of Fine, Performing,  
and Communication Arts
  3. RFP Details Anne-Lee Vandenbussche, Director of Design &  
Construction Services
    - Level of effort
    - Contract
    - M/WBE participation
    - Fee Proposal Forms
  4. Reiteration of Instructions Ken Doherty
  5. Q/A Ken Doherty
- All future questions to be directed to Purchasing by  
noon on **April 19, 2010.** to: Paula Reyes, **bb2709@wayne.edu** copy to Ken  
Doherty, **ac0578@wayne.edu**
6. Site Tour



**REQUEST FOR PROPOSAL  
AND SPECIFICATIONS FOR  
DESIGN SERVICES FOR THE  
HILBERRY GATEWAY PROJECT STUDY  
PROJECT WSU 189-178578**

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Wayne State University

**Wayne State University  
Purchasing Department**

**April 6, 2010**

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## I. Instructions to Design Professional:

Wayne State University invites firms to submit proposals to assist in identifying and defining optimum programming and planning efforts for improvements, renovations and expansion of the existing Hilberry Theatre located at 4743 Cass Avenue in Detroit, Michigan. The scope of services covered in this study will include planning, space planning, conceptual design services including establishing a probable project budget and schedule, and assisting the university in development of a fund raising plan to support the project.

This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guidelines for the preparation of proposals for the University's use in selecting a firm for the project. Enclosed in this fax is the Registration, which is the confirmation of your intent to participate. **This form MUST be faxed to (313) 577-8277 Attn: Ms. Pat Milewski, WSU Purchasing Department by April 13, 2010 by 5:00 p.m.** in order for you to be eligible to propose on the project.

**Proposals are due before 12:00 p.m., local time, on April 29, 2010.** Proposals received after this time will be rejected. Ten (10) copies of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department. Proposals shall be addressed to:

Wayne State University  
Hilberry Gateway Project Study  
Project No. 189-178578

Paula Reyes, Purchasing Manager  
Academic/Administration Building  
Wayne State University (Purchasing Department)  
5700 Cass Avenue, 4<sup>th</sup> Floor - Suite 4200  
Detroit, Michigan 48202

All inquiries regarding this Request for Proposal and these two projects shall be made in writing and submitted by e-mail to Paula Reyes at **bb2709@wayne.edu** and copied to Ken Doherty at **ac0578@wayne.edu**, per the project schedule. Inquires directed to other University personnel may result in disqualification.

The proposals will be utilized to develop a short-list of qualified firms to provide presentation to the WSU Project Selection Committee. The selection of the successful design team will be based on the proposal and the presentation.

## II. Project Scope:

### Background:

As Wayne State University's (WSU) cultural gateway, the College of Fine, Performing and Communication Arts (CFPCA) plays a major role in enlivening the social cityscape of Detroit, by inviting the public to campus for a variety of experiences and by taking outreach activities into the community. The most visible and publically accessible of these cultural offerings is the Hilberry Theatre. Located along the Cass Corridor at Hancock, the Hilberry Theatre is a vibrant part of Detroit's Cultural Center. Since 1963, the Classical Roman Ionic style theater with a seating capacity of 534, has housed more than 5,600 performances to a total audience of 2,133,851. A unique open stage performance venue, the Hilberry Theatre is home to the nation's first graduate repertory company, presenting six plays annually in rotating repertory from October to mid-May.

Established under the belief that repertory theatre is the best possible training ground for careers in the theater, the Hilberry Repertory Graduate Theatre Company was created by the late Leonard Leone. Clarence B. Hilberry, then president of Wayne State University, personally took responsibility for creating a home for the company by raising the funds to convert the First Church of Christ, Scientist in

Detroit, constructed in 1917, into a modified thrust stage modeled after the Stratford Theater in London, Ontario. This building, now affectionately known as “the Hilberry” stands as a memorial to this leadership, not only of Wayne State, but also of the area’s cultural life. Following the theatre’s opening, Hilberry invited a group of community leaders to form a women’s committee to ensure the continuity of the growing company. “The Understudies,” as the group is still known, has donated and raised funds for 46 years to provide essential support for the artist of the Hilberry Graduate Company.

Now in its 47<sup>th</sup> season, the 43 member company is comprised of actors; costume, lighting, and scenic designers; stage managers, and theater managers who work under the direction of the theatre faculty and staff. The members of the company, chosen in nationwide auditions and interviews, receive training leading to advanced Master of Fine Arts degrees. The heart of the program is a rotating repertory of outstanding classic and modern plays. Widely known for the high quality of its productions, The Hilberry has received numerous honors and awards for such productions as *Nicholas Nickleby*, *Much Ado About Nothing*, and *the Kentucky Cycle, Parts 1 and 2*.

Also housed in the Hilberry is the Studio Theatre, an intimate performance space located below the main theatre. With seating for 110 patrons, this venue presents 30 annual performances in its “Director Series,” which are challenging, often experimental or contemporary works performed by undergraduates and directed by doctoral students and faculty. In addition to the ticketed season, the Studio Theatre produces 10-12 other student projects each year, offered free to the public. Annually, about 2,000 patrons enjoy performances in the Studio Theatre.

### **Demographics:**

In the Fall of 2009, enrollment of the College of Fine, Performing, and Communication Arts was 2,479, representing a seven percent increase in both the undergraduate and graduate enrollment. Enrollment among African-Americans, Hispanics, Asians and Native Americans also increased. This increase reflects renewed interest and emphasis on creating a Detroit-area pool of talented workers for the emerging film and other creative industries in the region.

In addition to the students enrolled in the CFPCA program at Wayne State University, the Hilberry Theatre also serves the university community, the surrounding neighborhoods, and neighboring K-12 schools. Broadening its impact even further, performances attract audiences from around the region, including Canada.

The college enjoys the enthusiastic support of several volunteer groups, including a Board of Visitors, a college alumni association, and additional volunteers, i.e. “friends” groups in most departments. This project will be disseminated through them and to the community at-large through existing and expanded relationships.

The Board of Visitors (BOV) was formed in 2001 and has grown from a small group of committed community leaders to a group of 25 with several functioning committees. Members include noted community volunteers, a key arts philanthropist, prestigious Wayne State alums, CEO’s and practicing professionals. Recruitment of new BOV members has added experienced volunteers with influence in the community, leadership skills and specialized professional expertise.

The College’s alumni association consists of paid memberships from more than 1,000 alums and friends, with leadership provided by a smaller board of 15 that engages in fundraising, events planning, membership solicitation and support at college functions.

The Understudies, the membership organization that supports the Hilberry Graduate Company, enjoys more than 120 members. The Understudies represent the longest standing volunteer group in the college, dating back to its founding in 1964.

The college will leverage these and other relationships to secure additional resources for developing the Hilberry Gateway Project, and to initiate a campaign to raise the funds necessary to implement the plan.



### **Recent / Current Building Improvements:**

The Hilberry Theatre has benefited from a number of recent improvements. In late 1998 a small landscaped park with seating was incorporated along the west side of the building. In 1999, the prominent entrance colonnade was gracefully interrupted to incorporate an ADA compliant ramp to allow for wheel chair access. An interior wheel chair lift was added shortly thereafter to provide vertical transportation from the main lobby to the theater seating areas. In 2007, boilers were installed removing the building from central steam service provided by an outside vendor and the west elevation of the building was waterproofed down to the foundations to resolve water infiltration problems.

The building is scheduled for additional improvements within the next six months. The existing chiller equipment will be replaced with new, more energy efficient equipment, and the electrical service to the building will be upgraded to support the added loads. The Studio Theatre will be partially renovated to provide more efficient storage space, and interior upgrades including removal of existing asbestos floor tile, new seating, new flooring, and new paint. Finally, a new fire alarm is being planned for the facility with an anticipated installation date of October 2010.

### **Proposed Project Goals:**

As a University-based theater, the Hilberry serves three distinct yet complimentary goals:

- 1) To expose outstanding, career oriented students to the challenges and rigors of professional repertory theater;
- 2) To share with the community of Detroit the significant theater venue, rich in diversity, producing the most highly regarded theatrical productions, and
- 3) To evolve its community engagement model from one of "sharing art with the community" to a model of "sharing AND creating with the community."

However, in order to achieve these goals, the Department of Theatre and the College of Fine, Performing, and Communication Arts must renovate and expand the Hilberry Theatre building on the campus of Wayne State University.

Facilities for the Hilberry Graduate Theatre program were developed 47 years ago by repurposing the Church of Christ, Scientist and adding temporary tin and uni-strut walls to the structure. The addition of the Studio Theatre in 1969 helped expand production opportunities for graduate as well as undergraduate students, thus increasing audiences as contemporary plays were added to the classical repertory offered in the main Hilberry Theatre. However, while the experiment of the graduate company has proven most successful with the passage of time, the core facility has remained unchanged and inappropriate for the 21<sup>st</sup> century. From a constantly flooded basement to woefully inadequate storage space, conditions in the theatres today present safety and comfort challenges to audiences, actors, and stage workers, as well as set designs. These conditions not only limit the capacity to expand community access, they also threaten to curtail CFPCA's legacy of attracting the most talented and skilled students to its highly acclaimed theatre program.

### **Proposed Project Description:**

To better serve the needs of the university and the Detroit Community, the Department of Theatre and the College of Fine, Performing, and Communication Arts propose a three phase renovation/expansion plan referred to as the Hilberry Gateway Project.

Phase I: Renovate the existing Hilberry Theatre including creating a stage fly house with appropriate stage, and wing space and renovate the box office operational space including expanding the patron service area.

Phase II: Build an attached scene shop, prop shop and storage facility adjacent to the existing structure, to serve all theatres.

Phase III: Build an attached black box theatre facility that contains a "common lobby" and appropriate multi-purpose rooms for rehearsal and collaborative projects.

The resulting plan will include the input and support of the university leadership, including Facilities, Planning and Management, and the broader cultural community. The plan must provide for:

- 1) An enhanced performance environment in the Hilberry Theatre that is adequate for presenting a wider variety of theatre styles,
- 2) The addition of a flexible performance space that will support creation of collaborative work with the community,
- 3) A scene shop, prop shop, and storage facilities capable of servicing existing and future needs of the theatres and,
- 4) A 24/7 “commons area” to offer opportunities for social interaction, informal performance and community use.

The existing Hilberry Theatre is located at the corner of Cass and Hancock in Detroit, Michigan, on the main campus of Wayne State University. The property to the south includes an early 1900’s residential structure, and a controlled parking lot extending to Forest Ave. On the west is a small pedestrian park including seating and paved areas, bordering a privately owned residential development. These parcels are included in the proposed project limits for the Hilberry Gateway Project. Refer to Appendix 1 for a Project Site Plan.

### **Request for Proposals:**

To assist in developing a feasible renovation and expansion plan for the Hilberry Theatre, the university is soliciting proposals from architectural and/or engineering firms that provide specialized services in theatrical facility design and construction. The facilities program study will consider areas such as performance support, front of house and back stage operations, as well as patron services and common lobby/meeting areas. The successful consultant will work with stake holders including the dean, faculty and students from the College of Fine, Performing, and Communication Arts, and representatives from the WSU and community to define programming, planning and schematic design efforts.

The study will include efforts to assist the University in securing additional resources to allow for the additional development of the Hilberry Gateway Project, and initiate a campaign to raise the funds necessary to implement the plan.

Renovation and expansion of the Hilberry Theatre will increase the college’s visibility in the Woodward Corridor community and expand its role as a community partner for the surrounding area, providing a “gateway” to the rest of the campus. Additionally, it will enhance the reputation of the Woodward Corridor as a place where artists in the community can flourish, teach and learn. With support from the Kresge Foundation, the Hilberry Theatre will increase capacity to support current projects and enhance the incubation of new ideas and programs that revitalize and inspire cultural participation in performance arts throughout Midtown Detroit.

### **III. Design Professional Services and Deliverables:**

Outcomes and deliverables from this effort will include assessing capabilities and limitations of the Hilberry Theatre and its production facility, developing a detailed theatre program and space requirement statement, and proposing conceptual and schematic design solutions for a renovated and expanded Hilberry Theatre facility. Final documentation from this phase of the project will also include conceptual cost estimates, schedules, and a fund raising plan with appropriate tools to communicate the overall vision to the campus, community stakeholders, and potential donors. Specific requirements include:

Part 1 - Feasibility Study:

- Establish methodology for the study process.
- Identify key stakeholders and user groups.
- Identify the problems and issues.
- Establish project goals and objectives.
- Review Campus Master Plan and other resources.
- Affirm mission, goals and vision are consistent with project objectives.
- Identify schedule and milestones associated with this study.

Part 2 - Analysis of Feasibility Study:

- Analyze existing facilities, Campus Master Plan, existing documents and surveys.
- Assess building space needs.
- Define preliminary program.
- Define detailed space requirements.
- Review technology aspects.
- Identify specialty needs, (i.e. lighting, acoustics, sound systems, life safety, etc.)
- Establish performance criteria (narrative) for building systems, including mechanical, electrical, structural.
- Establish sustainable design objectives to achieve silver status, for review.

Part 3 - Conceptual Design:

- Define site and exterior space relationships.
- Provide conceptual block floor plans and adjacency diagrams, identifying relationships and demonstrating integration of new work into campus.
- Provide list of rooms (spaces) and potential naming opportunities.
- Provide massing studies.
- Provide narrative outlines of the architectural systems describing materials and finish levels, proposed mechanical, electrical, lighting, IT, and security systems as needed to estimate the project costs.
- Identify basic utilities, including availability, capability, and environmental impact.
- Establish costs analysis criteria and probable project costs to support conceptual design. (Respond to phasing requirements.)
- Estimate annual operating costs to support conceptual design.
- Identify potential project phasing to support conceptual design.
- Provide project schedule and identify project milestones.

Part 4 – Fund Raising Plan:

- Create renderings, 3D visualization, narrative description and other tools to be used for fund raising purposes.
- Assist the CFPCA in developing a fund raising plan using various tools to communicate the vision to management, stake holders, and potential donors.

In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the project requirements. In addition the design professional shall be responsible for complying with the University's current Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for this design process.

NOTE: The University expects the design professional to fully participate in partnering activities throughout the life of the project.

#### IV. Project Schedule:

The University proposes the following schedule for the project:

Release of the RFP	April 6, 2010
<b>Mandatory</b> Registration	April 13, 2010 by 5:00 p.m. Fax Registration Form to: 313-577-8277
<b>Mandatory</b> Pre-proposal Meeting	April 15, 2010 at 11:00 a.m. at the Hilberry Theatre located at 4743 Cass Avenue, Detroit, MI
Final day / Deadline for Questions	April 19, 2010 by 12:00 p.m. to: Paula Reyes, <b>bb2709@wayne.edu</b> Copy to Ken Doherty, <b>ac0578@wayne.edu</b>
Delivery of Proposals (10 Copies)	<b>April 29, 2010 by 12:00 noon</b> in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 <sup>th</sup> Floor – Suite 4200, Detroit, MI 48202
Short List Announced	May 7, 2010
Presentations	May 19 and May 20, 2010
Project Commencement	As Stated in Final Contract

No work shall commence until the contract is fully executed and a purchase order has been provided by the University.

#### V. Proposal Requirements:

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 and contract documents**. Proposals are limited to 30 pages total, one sided, and eleven (11) point font. (This is inclusive of all required documents and schedules and any optional material included at the discretion of the respondent, but tab sheets and the cover pages do not count in the overall document count.) Proposals will be evaluated based upon the selection criteria presented in **Section VI**. Proposals must present information in a clear and concise manner, following the format indicated below:

##### A. Executive Summary:

Provide a one page summary describing your understanding of the project, and what unique qualities differentiate your firm from others responding to this Request for Proposal. Describe the type of experience your team has with projects similar in nature, demonstrating your understanding of the coordination required to maintain a fully operational building during the construction phase. Acknowledge all team members by firm name and define their roles and responsibilities.

##### B. Firm Overview:

1. Clearly identify the name, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support this project.
2. 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.

##### C. Experience:

1. Provide information on previous project experience as it may relate to the scope, size and details of this project application. Demonstrate ability to manage schedule and budget throughout the project phases. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.

2. Demonstrated expertise and experience in sustainable design 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. Include firm's experience with LEED and incorporating LEED into existing building improvements.
- D. **Team:**  
Identify your company's proposed project team. Include the staff qualifications, resumes, roles and responsibilities for all key personnel, indicating what makes them ideal candidates for this project. Identify the team members' experience working together on similar projects.
- E. **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 customers, 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?
- F. **Schedule:**  
Present schedules for the proposed project. Prepare a conceptual schedules in sufficient detail to define the major activities and anticipated overall project durations, from relocation of existing University staff, through construction.
- G. **Minority, Woman and Physically-Challenged Owned Business Enterprises (M/W/DBEs)**  
Specify in your proposal whether ownership of your company is a certified M/W/DBE. Discuss your plans to involve M/W/DBE firms in the project. Indicate if M/W/DBE firms will be as a joint venture or a sub-consultant. Also indicate your firm's commitment to M/W/DBE firm/subcontractors as a percentage of the project's costs for this phase of the project
- H. **Proposed Fee:**  
Using the level of effort work plans provided in Schedule C, indicate proposed fees for the phases as defined on the worksheet. Include billing rates for all personnel who will work on these projects along with estimated hours for each. Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. List and define any other fees. **Total ALL expenses and hours** for each project. The University will not be responsible for math errors made by the vendor.
1. Acceptable Reimbursables include: Sub-Consultants (subject to WSU prior approval) professional fees and reasonable travel and transportation costs; models requested and approved by WSU; plan review fees from authorities having jurisdiction. Reimbursement will be at actual cost with no mark-up or multiplier.
  2. Unacceptable Reimbursables include but are not limited to: Transportation to/from and parking at the University from the consultant's place of business; vehicle charges, vehicle rentals, or per-diem travel rates, etc., reproduction costs routine for documents during design, design review, owner review, and submittal sets to authorities having jurisdiction; local and long distance telephone, fax services, internet connections, services or use; ordinary shipping, express package services, postage and handling fees; incidental computer work such as word processing, CAD license fees; plotting fees; equipment use charges, etc.
- Specify whether the fee covers all services outlined in this RFP and the contract forms. Proposals should list specifically any items excluded from the base services requested in this RFP. Proposals should also list those services that, in the opinion of the respondent, should be made a part of this scope of work, but were not specifically requested by the University. In the latter case, provide a proposed fee(s) for those services, if any.
- H. **Professional Service Contract:**  
The University's design professional contract documents are attached as Appendix 4 to this request for proposal for review. Firms are required to completely define language amendment requests within their proposals to prevent contract execution delays. Proposals that are silent on this issue will leave the University to understand that no amendments are requested and the

contract documents are acceptable as released herein. Proposed amendments may not be acceptable to the university, and the inability to reach agreement over contractual language may result in the University choosing to contract with another respondent.

**VI. Selection/Evaluation Criteria:**

The selection committee will review and consider the following:

- A. Accurate and complete responses to all specific requests for information in this RFP.
- B. The quality and comprehensiveness of the plans provided to deliver the two projects to the University.
- C. The qualifications and experience of the proposed project team (firms and individuals) and a demonstration of their ability to successfully deliver similar type projects.
- D. Commitment to W/MBE's as either joint venture partners or sub-consultants.
- E. Responses to interviews of references provided by respondents.
- F. Fees will be considered to determine the best value for the University.

These criteria are not listed in any particular order. The University reserves the right to request additional information at any time during the selection process.

Expenses for developing and presenting proposals are considered to be marketing expenses, and shall be the responsibility of the Design Professional and shall not be reimbursed by the University. All supporting documentation submitted with this proposal will become the property of the University and may be subject to Freedom of Information Act disclosure.

**VII. Schedules to be Submitted with Vendor Proposal:**

- Schedule A1: Proposal Certification
- Schedule A2: Non-Collusion Affidavit
- Schedule A3: Proposal Certification
- Schedule B: Insurance Requirements
- Schedule C: Level of Effort Table

**PROPOSAL CERTIFICATION**

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

**RESPONSE TO WAYNE STATE UNIVERSITY  
REQUEST FOR PROPOSAL FOR  
Hilberry Gateway Project Study  
Design Services / PR**

**DATED: April 6, 2010**

**AND TO ANY AMENDMENTS, THERETO**

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 **April 6, 2010**, except as noted in Exhibit 1, the "Restricted Services/Exceptions to RFP" section of the Vendor's Proposal. If there are no modifications, deviations or exceptions, state same as a part of the Proposal Certification Statement:

NONE.                       If there are, state YES

This Proposal will remain in effect for a period of 120 days.

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: \_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Tax Payer Identification \_\_\_\_\_

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

Signature \_\_\_\_\_

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

(Title)

(Date)

**RFP – Hilberry Gateway Project Study**  
**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "VENDOR"), being duly sworn, on his or her oath, 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 is to pay 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.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

\_\_\_\_\_  
 Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_



**VENDOR Acknowledgements (Revised 9-2008)**  
**RFP – Hilberry Gateway Project Study**

By virtue of submittal of a Proposal, VENDOR acknowledges:

- That all of the requirements in the Scope of Work of this RFP have been read and understood.
- That the University's General Requirements and Guidelines have been read, understood and accepted.
- That 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.
- That Supplier is not delinquent on the repayment of any Federal or State of Michigan debt.
- That 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.
- Any responses, 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.
- That 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.

Supplier, through the signature below of its agent, hereby offers to provide the requested products/services at the prices identified, and under the terms and conditions stated and incorporated into this RFP. This offer remains open for **[120]** days.

DATE: \_\_\_\_\_

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

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

ATTN: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Tax Payer I.D. \_\_\_\_\_

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

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

**NOTE: If the address to submit purchase orders, remit payment or send additional request for proposals is different from the above address, please indicate those addresses on a separate sheet and include with your response.**

## Schedule B - INSURANCE REQUIREMENTS

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

### General Requirements

<u>Type of Insurance</u>		<u>Minimum Requirement</u>
1. Comprehensive General Liability	Bodily Injury	\$ 500,000 each person \$1,000,000 aggregate
	Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate or \$2,000,000 Combined Single Limit (CSL)
2. Comprehensive Automobile Liability (including hired and non-owned vehicles)	Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
	Property Damage	\$ 500,000 each accident or \$2,000,000 Combined Single Limit (CSL)
3. Workers' Compensation (Employers' Liability)	Statutory-Michigan	\$ 100,000

### Maximum Acceptable Deductibles

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

### Coverages

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

### Certificates of Insurance

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

Schedule C.1  
(Level of Effort Table)  
(download separately)

Firm Name:

**Level of Effort Workplan  
Schedule C**

Wayne State University  
Hilberry Gateway Project Study  
WSU Project No. 189-178578

Project Budget: TBD

Service	Part 1 Feasibility Study		Part 2 Analysis of Feasibility Study		Part 3 Conceptual Design		Part 4 Fundraising Plan		Other (Define)	
	Hrs	\$'s	Hrs	\$'s	Hrs	\$'s	Hrs	\$'s	Hrs	\$'s
<b>Principal In Charge</b> Billing Rate: \$										
<b>Project Manager</b> Billing Rate: \$										
<b>Lead Designer</b> Billing Rate: \$										
<b>Project Architect</b> Billing Rate: \$										
<b>Mechanical Engineer</b> Billing Rate: \$										
<b>Electrical Engineer</b> Billing Rate: \$										
<b>Reimbursable Expense</b> <b>Define:</b> Billing Rate: \$										
<b>Cost Estimating</b> Billing Rate: \$										
<b>Other (Define)</b> Billing Rate: \$										
<b>Other (Define)</b> Billing Rate: \$										
<b>Other (Define)</b> Billing Rate: \$										
<b>Sub Total</b>										

**GRAND TOTAL**

**\$**

# APPENDICES

- Appendix 1: Project Site
- Appendix 2: Existing Structure Photos
- Appendix 3: WSU Campus Map
- Appendix 4: WSU Contract for Design Professional Service

# **APPENDIX 1**

## **Project Site Plan**

# The Hilberry Gateway Project



**WSU Proj.# 189-178578  
April 2010**

**CAMPUS MAP  
WAYNE STATE UNIVERSITY  
DETROIT, MICHIGAN**

**Hilberry Theater  
4743 Cass Ave.**

**Appendix 1**

## **APPENDIX 2**

### **Existing Structure Photos**





PHOTO 1 North Elevation looking at main entrance from corner of Cass Ave. and Hancock.



PHOTO 2. View looking west at Site Limits (Old Main in upper right).

Hilberry Gateway Project Study



PHOTO 3 View looking southwest from corner of Cass Ave. and Hancock.



PHOTO 4 West elevation of Hilberry Theatre from adjacent park area.



PHOTO 5 View looking through main lobby.



PHOTO 6 View looking at lobby stair.



PHOTO 9 View overlooking main house.



PHOTO 10 View looking at main house seating



PHOTO 11 View looking at main house stage.



PHOTO 12 View looking at basement Studio Theatre seating and stage.



PHOTO 7 View looking at lobby Ticket Office.



PHOTO 8 View looking at upper lobby/multipurpose space.

## **APPENDIX 3**

### **WSU Campus Map**

**See web site:**

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

## **APPENDIX 4**

### **Contract for Design Professional Services Professional Services**

#### **Contract Template**



# WAYNE STATE UNIVERSITY

## CONTRACT FOR PROFESSIONAL SERVICES

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

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

and

Name\_of\_Consultant  
Address\_of\_Consultant

regarding

Hilberry Gateway Project Study  
WSU Project Number 189-178578

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. 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

- 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) and an amount for reimbursables not-to-exceed \$\$\$\$\$\$ ("Amount in words 00"/100 dollars) without prior approval of the University.
- 3.2 The Consultant shall submit an invoice to the University on a monthly basis. These invoices shall be in form and detail as required by WSU, but shall at a minimum include the name, position, hours worked, and hourly rate of pay for each person included in the invoice cost. Materials shall be listed by category with supporting documentation as necessary to establish the cost of a nonscheduled item, or the units used in the unit cost of a scheduled item. The Consultant shall maintain, at the office preparing the invoice, sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by WSU or its designee.
- 3.3 Within forty-five (45) days of receipt of an invoice, WSU shall pay the full amount of the invoice. Should any part of the invoice be in dispute, WSU shall be entitled to withhold payment of that portion of the invoice until the disputed item is resolved. Any such dispute shall be considered a priority issue for both the Consultant and WSU and every effort shall be used to resolve the dispute expeditiously.

#### Article 4: Standard of Performance

- 4.1 The services performed by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by Consultants currently practicing under similar circumstances in the State of Michigan.
- 4.2 The Consultant shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, regulations, and codes in effect as of the date of the execution of this agreement.
- 4.3 The Consultant shall maintain any and all necessary governmental licenses, certificates, approvals, and permits which are required of the Consultant for the performance of its duties under this Agreement, and all such required licenses, certificates, approvals, and permits are to be maintained in full force and effect throughout the term of this Agreement.
- 4.4 In the event that there is a failure to comply with the standard of performance, as set forth in this Section, upon notice to the Consultant and by mutual agreement between the parties, the Consultant will promptly correct to the satisfaction of WSU those services which are not in compliance with the standard of performance without additional compensation. This will in no way waive any additional remedies WSU might have under Michigan law.

#### Article 5: Ownership of Documents

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

#### Article 6: Confidentiality

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

#### Article 7: Safety and Security

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

#### Article 8: Save Harmless

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

or its employees.

#### Article 9: Insurance

- 9.1 The Consultant, at its cost, shall obtain and maintain the following insurance with respect to its performance under this Agreement:
- 9.1.1 Comprehensive General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.
  - 9.1.2 Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage.
  - 9.1.3 Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. Such insurance shall include coverage or amendatory endorsements for bodily injury, death or property damage arising out of the discharge, disposal or escape, whether or not sudden or accidental, of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, 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: \_\_\_\_\_  
Signature

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

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

Name: John L. Davis

Print or type name here  
Title: \_\_\_\_\_

Title: Vice President for Finance and  
Facilities Management

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

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

FORM CONTRACT APPROVED BY OGC 11/25/98  
"REV7/14/05RGP ileReferencegoes here"