

TechTown Innovation Campus Participatory Design and Conceptual Design Professional Services Agreement

This Agreement effective as of the date written below by and between the **University of Detroit Mercy**, located at 4001 W. McNichols Rd.; Detroit, Michigan 48221-3038, a private, nonprofit educational institution of the State of Michigan and **TechTown Detroit**, located at 440 Burroughs, Detroit, Michigan 48202 is made under the following terms.

Project Description

Wayne State University (WSU), Henry Ford Health System and General Motors founded TechTown Detroit in 2000. Today the organization offers entrepreneurial services for tech and neighborhood businesses. TechTown's headquarters is located in a 1927 Albert Kahn building in Detroit's New Center area, and the original vision was to develop an entire district in the neighborhood through the support of tech-based spinoffs from WSU. Sasaki Associates developed a district plan in 2013 to support a more "comprehensive place-based strategy to support innovation". In May of 2018 Wayne State University moved the district concept forward with the purchase of the former NextEnergy Center building and site located across Burroughs Street from the TechTown headquarters. The site and building provide an opportunity for TechTown and WSU to expand the support and development of tech-based spinoffs within the district. TechTown would like to engage stakeholders surrounding the site in a participatory design process to develop a design for the former NextEnergy Center building and site.

The Detroit Collaborative Design Center (DCDC) is a program of the University of Detroit Mercy School of Architecture. DCDC has worked with over 100 communities and nonprofit organizations since 1994. The center employs seven full-time professional staff members that have backgrounds in architecture, landscape architecture, urban design, city planning, social work and agriculture. DCDC also employs two to three fulltime, student interns who work under the direct supervision of full-time, professional staff. The design center has expertise in integrating community engagement and design recommendations. DCDC uses the Neighborhood Engagement Workshop (NEW) process to engage local stakeholders in the design process. Design workshops, meetings, community events and large-scale community involvement strategies bring to light an area's physical assets, opportunities and needs. The process also focuses on developing strategies for building on those assets and opportunities to address the needs.

TechTown has asked DCDC to conduct the following Scope of Work for the participatory design and conceptual design phases of the project (currently being called the TechTown Innovation Campus). DCDC will serve on the selection committee for the architect of record, and we will take the lead on developing and implementing a participatory design process. DCDC will consult with CDAD (Community Development Advocates of Detroit) who will develop and implement a Neighborhood Wide Community Engagement Framework focused on building

relationships between TechTown and surrounding neighbors and on the TechTown Innovation Campus site and how it connections across the street to TechTown. CDAD will also serve on the selection committee for the architect of record and attend the design workshops. CDAD will be a subconsultant of DCDC. DCDC will also work with the architect of record approved by TechTown and WSU to develop a conceptual design that meaningfully integrates the outcomes of the participatory design process. DCDC and CDAD will meet with College for Creative Studies (CCS), Wayne State University (WSU) and Michigan Department of Transportation (MDOT) to coordinate this work with the other planning and engagement efforts happening in the area.

DCDC Project Team

Dan Pitera
Christina Heximer
Josh Budiongan
Charles Cross
To be determined

Executive Director
Project Director
Project Manager
Senior Landscape Designer
Intern

Subconsultants:

CDAD

Community Engagement Framework

Scope of Work and Deliverables

DCDC Scope of Work

- Kick-off Meeting – Conduct a meeting with key stakeholders to discuss the project schedule, work plan, to collect key project information and to begin planning for the engagement process.

Deliverables:

- 1 kick-off meeting – 1-1/2 hours with 2-3 DCDC staff
- Project schedule with major tasks and milestones



- Architect of Record Selection Committee – Serve on the committee to review applicant qualifications and to assist with the selection of the architect of record.

Deliverables:

- Attend selection committee meetings
- Review RFP/RFQ responses and provide feedback



- Vision, Goals & Activities Workshops – Develop and facilitate **two** workshops with stakeholders including neighbors surrounding TechTown and the former NextEnergy Center building and site to develop the project vision and goals and the activities that will take place in the building and surrounding site and to prioritize goals and activities for the spaces. *Each stakeholder would be responsible for reaching out to people in their respective stakeholder group*

to gain input and feedback on the goals, content and outcomes for the design to bring back to the project team. Each representative would also be responsible for communicating what was discussed in the workshop with their larger stakeholder group. Examples of exercises include collaborative project vision and goals exercise, project activities/verbs exercise, space adjacency exercise, project precedents, etc.

Deliverables:

- Facilitation of **two** workshops – 2 to 3 hours with 4 DCDC staff per workshop
- Workshop materials – 1 set per participant, 20 participants maximum
Workshop materials may include the following items:
Workshop agenda
Participant list
Project givens (givens provided by TechTown and Wayne State University)
Existing building and site images and/or base plans
Exercise worksheets (may include “If this project does nothing else it should... worksheet, project verbs/activities worksheet, etc.)
**Upon request DCDC will provide sample workshop materials from other DCDC project workshops.*
- Workshop results – 1 set per participant, 20 participants maximum
Results may include the following items:
Notes from workshop exercises
Images of stakeholders participating in the exercises
Photographs of the materials stakeholders created during the workshop
Diagrams of stakeholder created materials
Analysis diagrams of stakeholder materials
Precedent studies

****This fee does not include expenses for translation services, the rental of space, equipment or furniture, or expenses for food and drink, etc. for the workshop. Any approved expenses will be billed as a direct expense without mark-up along with monthly billing for professional services if paid for by DCDC.***

- Stakeholder Meetings – Organize and facilitate **three** meetings with stakeholders not able to attend the workshops or who have expertise in specific areas of the project.

Deliverables:

- Facilitation of 3 meetings
- Meeting agenda
- Meeting notes and analysis of information

- Building & Site Space Use Program – Based on the design workshop(s) and community involvement results and client input develop the space use program for the building and the site. The space use program will include the potential uses for spaces within the existing building and site and the following information for each space: square footage, special space

needs, important adjacencies and how the space and site may need to be altered to accommodate the proposed use.

Deliverables:

- Building Program – narrative and diagram format



- Conceptual Design – DCDC will work with the architect of record to integrate participatory design outcomes and larger community outreach input into the design. DCDC will work with the architect of record to develop design options for the building and site and to develop the final conceptual design based on feedback from the design options. DCDC will produce the presentation drawings of the final conceptual design. DCDC will be the lead for the conceptual design phase, but all non-presentation drawings (record drawings) including the base drawings for presentation drawings will be produced by the architect of record. *Conceptual design will include research conducted by the architect of record of applicable codes, which will need to be integrated into the renovation building and site plan. Conceptual design will also result in floor plan diagrams of the building and site illustrating the changes to the existing configuration, exterior elevations/sketches as needed to illustrate the major changes to the exterior elevation, interior elevations/sketches as needed to illustrate any significant changes to the interior. Exterior and interior elevation/sketches will illustrate the relationship, scale and proportion of changes to the exterior and interior design elements.*

Deliverables:

- Design options – up to two design options in diagram plan and elevation (as needed) format
- Conceptual design drawings – presentation quality format



- Short-term Catalysts – DCDC will design up to **three** short-term, low-budget catalysts/interventions that will be implemented on the site during the spring/summer 2019. The catalysts will illustrate how the site will become more open, and how it will respond to stakeholders' vision, goals and needs defined during the participatory design and community engagement process. Components/elements purchased for the short-term catalysts will be carefully selected so that they can be reused in the final, fully implemented site strategy. *Examples of a catalysts/interventions include removing a portion of the fence around the site and activating the site beyond where the fence was located for community use, creating a public gathering space on the existing lot at the corner of Cass and Burroughs, etc.*

Deliverables:

- Design of up to three short-term catalysts
- Selection of "off-the-shelf" furniture, plants, site amenities, etc. for each catalyst



- Feedback Workshop – Facilitate one feedback workshop/working session with project stakeholders who participated in the Vision, Goals & Activities Workshop(s) to share results of the community involvement plan and to obtain input/feedback on the draft design.

Deliverables:

- Facilitation of 1 feedback workshop – 2 to 3 hours with 4 DCDC staff
- Engagement materials – 1 set per participant, 20 participants maximum

- Workshop results – 1 set per participant, 20 participants maximum

██████████*

**This fee does not include expenses for translation services, the rental of space, equipment or furniture, or expenses for food and drink, etc. for the workshop. Any approved expenses will be billed as a direct expense without mark-up along with monthly billing for professional services if paid for by DCDC.*

- 3-Dimensional Visualization – Develop five renderings/collages of key areas of the conceptual design to illustrate the overall vision of the project.

Deliverables:

- 5 renderings/collages (most likely 2 interior and 3 exterior) – presentation quality format

██

- Final Brochure – Design and produce a final brochure outlining the process and design recommendations to be used for marketing/fundraising purposes.

Deliverables:

- Final brochure – 30 color copies + 1 digital copy in PDF format

██████████

- Client Meetings – Meet with the client on a regular basis to discuss the project's progress and to plan the next steps.

Deliverables:

- 8 meetings – 1 hour per meeting with 2-3 DCDC staff
- Agenda
- Meeting notes

██

- Project Management – Maintaining regular and timely communication with the client and project stakeholders, scheduling, organizing, and managing staff assigned to the project, monitoring the progress of the project against the agreed upon scope of work, deliverables and timeline and monitoring the quality of all project deliverables.

██████████

██

CDAD Scope of Work

- Architect of Record Selection Committee – Serve on the committee to review applicant qualifications and to assist with the selection of the architect of record.

Deliverables:

- Attend selection committee meetings
- Review RFP/RFQ responses and provide feedback

██████████

- Develop & Implement a Neighborhood Wide Community Engagement Framework – The goals of engagement will be to build relationships between TechTown Detroit and surrounding neighbors, to gain wider community input and feedback on the vision, goals and design of the building and site, and to collect feedback on the near-term interventions (such as taking down all/part of the fence, adding furniture and other site amenities, other ideas that come out of the engagement and participatory design process) that will be developed on the site. Neighborhood wide engagement will reach a larger number of neighborhood stakeholders than the participatory design workshops and stakeholder meetings. These neighborhood stakeholders include, but are not limited to users and tenants in the TechTown building, tenants in the Next Energy Detroit building, UPA Elementary School, fire station, Henry Ford, local businesses, churches and other institutions, etc. The neighborhood boundaries for the purposes of this engagement are defined as Seward Avenue to the northwest, Beaubien Street to the northeast, I-94 to the southeast and the Lodge Freeway to the southwest. This process will include connecting with the parallel planning and engagement work happening in the area through College for Creative Studies (CCS), Wayne State University (WSU) and Michigan Department of Transportation (MDOT).

Deliverables:

- Neighborhood Community Engagement Framework - including the types of engagement activities that will be utilized, the target number of individuals to be engaged for each activity, and schedule for the activities. Engagement activities can include but are not limited to informational one-on-one conversations at key neighborhood locations, surveys, project information flyers, project input boards at existing community events and meetings, suggestion/comment boxes in key high-traffic areas, etc.
- Engagement activities objectives – CDAD will work with the project team members to determine the objectives for each engagement activity and CDAD will tailor each activity and related materials to meet those objective(s). For example, objectives for the first activity may be to inform the neighborhood that Wayne State has purchased the NextEnergy building and site, what the high level concept is for the site and to collect preliminary ideas around what neighborhood stakeholders would like to see on the site and building.
- Lead implementation of neighborhood wide community engagement activities – a maximum of three (3) activities
- Materials for each engagement activity - when needed CDAD will work with DCDC to develop materials such as presentation boards of the draft conceptual design, etc.
- Analysis of neighborhood-wide community engagement input and feedback – diagram and/or narrative format

** This fee does not include expenses for bulk printing of community outreach materials such as project information flyers. Quotes will be collected for any potential bulk printing expenses, and the quotes will need to be reviewed and approved by the client before CDAD places an order. This fee also does not include expenses for the rental of space, equipment or furniture or expenses for food and drink, etc. for engagement tactics. Any approved bulk printing, rental of space, equipment, furniture, food and drinks*

expenses will be billed as a direct expense without mark-up along with monthly billing for professional services if paid for by CDAD.

- Participatory Design Workshops – Attend two Vision, Goals and Activities Workshops and one Feedback Workshop to update the workshop participants on the Neighborhood Wide Community Engagement Framework and to add the input and feedback gained from the Neighborhood Wide Community Engagement tactics to the workshop discussions.

Deliverables:

- Attend 2 Vision, Goals, and Activities Workshops and 1 Feedback Workshop – 2 to 3 hours per workshop with CDAD staff

[REDACTED]

- Project Team Meetings – Meet with the project team on a regular basis to discuss the project's progress and to plan the next steps.

Deliverables:

- 8 meetings – 1 hour per meeting with CDAD staff

[REDACTED]

[REDACTED]

[REDACTED]

Schedule

DCDC and CDAD are prepared to begin work on this project March 4, 2019 with the first Neighborhood Wide Community Engagement tactic occurring during the month of March and the first Vision, Goals & Activities Workshop occurring the week of April 22-26. We anticipate completion of the scope of work by the end of September 2019 depending on availability of funding, timely return of this Agreement and retainer fee, timely receipt of information, timely selection of and contract award to the architect of record, scheduling of meetings, workshops and community engagement activities, availability of the architect of record, timely approvals, and timely payments. See a more detail regarding the proposed timeline below.

Proposed Timeline*:

**The proposed timeline is subject to availability of funding, timely return of this Agreement and retainer fee, timely receipt of information, timely selection of and contract award to the architect of record, scheduling of meetings, workshops and community engagement activities, availability of the architect of record, timely approvals, and timely payments as previously mentioned.*

Architect of Record Selection Process: March

Neighborhood Wide Community Engagement Activity I: end of March/beginning of April

Vision, Goals & Activities Workshop I: week of ~~April 22-26~~ May 1st or May 2nd

Neighborhood Wide Community Engagement Activities: May through August (sequence and timing of activities to be determined with project team)

Vision, Goals & Activities Workshop 2: week of May 20-24

Stakeholder Meetings: May – June/July

Building & Site Space Use Program: May & June

Short-term Catalysts Design: May & June

Implementation of Short-term Catalysts: July & August

Testing of Short-term Catalysts: July, August & September

Conceptual Design: June, July, & August

Feedback Workshop: week of July 8-12 to accommodate July 4th holiday

Revise Conceptual Design: August & September

Client Responsibilities

TechTown Detroit agree to:

- Provide any information to which the organization has access to complete the project such as access to the building and site, drawings of the existing building and site, etc.
- Facilitate timely approvals of draft materials and final deliverables.
- Make timely payments (see the Costs and Payments section of Agreement for more information on the invoicing and payment schedule). All checks are to be made out to the **University of Detroit Mercy** and mailed to the following address:
University of Detroit Mercy
School of Architecture
Detroit Collaborative Design Center
4001 W. McNichols Rd.
Detroit, MI 48221
- Identify a project contact person affiliated with TechTown Detroit who will be the day-to-day contact for all project related questions, requests for information, scheduling of meetings, etc., and whom will work directly with the assigned DCDC Project Manager listed in the DCDC Project Team section of Agreement.
- Ensure that the DCDC receives proper recognition for their role in the project. DCDC will also ensure that all project partners receive proper recognition for their role in the project in any publications, social media posts, etc. initiated by DCDC. DCDC will contact project partners prior to releasing publications, social media posts, etc. where the project described above is the prime subject.
Published recognition for DCDC should be printed exactly as printed below:

4001 W. McNichols Rd.
Detroit, Michigan 48221-3038
313-993-1037
www.udmercy.edu
www.dcdc-udm.org

Detroit Collaborative Design Center, University of Detroit Mercy School of
Architecture

Costs and Payments

To complete the services and deliverables outlined above the total fee for professional design services is [REDACTED]. ***This fee includes all of the services outlined above.*** This fee does not cover additional services or reimbursable expenses such as bulk printing or additional copies of final deliverables beyond the number specified in this agreement, professional mounting, professional laminating, express mail, long distance travel, translation services, food, drink, rental of tables or other equipment, etc. DCDC will secure approval via email before accruing any of these expenses. Approved reimbursable expenses will be billed as a direct expense without mark-up along with monthly billing for professional services.

For any additional work beyond the scope of work outlined in the Scope of Work and Deliverables section of this agreement for which TechTown Detroit and DCDC agree to in advance, DCDC agrees to bill at staff's hourly rate and not to exceed an amount agreed to in advance by TechTown Detroit and DCDC.

DCDC will invoice at the beginning of the month for professional services rendered during the previous month and any approved reimbursable expenses. All invoices will have a 30-day net term. **If an invoice is not paid in the time allotted, DCDC will stop work until the invoice is paid in full.**

Approval

This document constitutes the entire Agreement between the University of Detroit Mercy and TechTown Detroit with respect to Project: **TechTown Innovation Campus Participatory Design and Conceptual Design.**

- a. Any modifications of this Agreement shall be in writing and shall be signed by both parties.
- b. The invalidity of any provision of this Agreement shall not affect the validity of any other provision thereof.
- c. Any changes or addenda to this Agreement shall be made and accepted in writing by both parties hereto.
- d. The failure or delay of TechTown Detroit to exercise its rights under this Agreement shall not operate as a waiver thereof, nor shall any exercise of any such right preclude other or future exercise of such right under this Agreement.
- e. Disputes concerning the interpretation, application and enforcement of the terms and conditions of this contract shall be settled in the first instance by good faith discussions

4001 W. McNichols Rd.
Detroit, Michigan 48221-3038
313-993-1037
www.udmercy.edu
www.dcdc-udm.org

between the parties. Upon the request of either party, the dispute shall be referred to final and binding arbitration under the rules of the American Arbitration Association, the cost borne equally by the parties.

- f. This Agreement shall be interpreted, where necessary, under the laws of the State of Michigan.
- g. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

If you are in agreement with the terms outlined above please sign and return the document to DCDC along with a [REDACTED] retainer. **The retainer will be applied to the last invoice issued by DCDC.** You will receive one original, fully executed copy of the agreement.

In witness whereof, the University of Detroit Mercy has executed this Agreement as of the ____ day of March 2019.



Dan Pitera, FAIA
Executive Director
Detroit Collaborative Design Center

Pamela Zarkowski, JD, MPH
Provost and Vice President
for Academic Affairs

Approved