

REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER AT-RISK SERVICES FOR THE WAYNE STATE UNIVERSITY GATEWAY THEATRE COMPLEX PROJECT PROJECT NO. 189-178578

July 18th, 2019

Requested by:



**Wayne State University
Procurement & Strategic Sourcing**

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

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Invitation - Registration/Notice of Intent

Wayne State University (“WSU”) invites responders (“Responders”), to submit competitive proposals in accordance with the requirements of this Request for Proposal (“RFP”) for the provision of **Construction Manager At-Risk (CMAR) Services**.

The University is looking for an experienced CMAR to partner with the University Stakeholder’s and the Architect, Hamilton Anderson Associates, to complete the design and construction of the Gateway Theatre Complex. The CMAR must actively participate in the process, lending their expertise in construction estimating and market knowledge to help the team optimize the project for the University.

All qualified responders are invited to participate in this “Request for Proposal” (RFP) process to provide these services based upon relevant experience and/or ability to successfully perform the CMAR Services outlined herein. The objective of this process is to standardize service delivery within this project and to identify a firm who will provide the optimum mix of quality, service, team experience and cost opportunities for these rendered services.

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

RFP Submittal Instructions:

Please read the RFP carefully and follow all instructions given.

If you are interested in participating in this process, please complete the WSU online registration form at <https://forms.wayne.edu/5aa587e3de04c>, no later than **Thursday, July 25th, 2019 by 9:00 AM EST**. Use this form to confirm your attendance at our Mandatory Pre-Proposal Meeting to be held on **Thursday, July 25th, 2019 at 11:00 AM EST** and your intent to submit a proposal for the services listed. To participate, it is **MANDATORY** that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q&A session) to be held at: **Facilities Planning and Management Conference Room #3** located at **5454 Cass Avenue, Detroit, MI 48202**.

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 **§ 3 - Critical RFP Dates and Deadlines**.

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



§ 1. Project Description

Project Description:

Phase I

Phase I will be the construction of the New Hilberry Theater. The new construction comprises 70,147 SF of floor area including a basement, first and second floor levels. Construction consists of a primary structural steel support system and a combination of concrete block and metal stud / wall board interior partition construction. The majority of the interior partitions will be constructed of grout filled concrete block. The exterior envelope is a combination of brick with block backup, metal panel siding with block backup, and aluminum curtain wall system.

The lower level houses mechanical / electrical and theatrical support spaces including a trap room and pit lift.

The first-floor houses two theaters - a 513 fixed seat Proscenium Theater and a 3,266 SF studio theater, lobby / reception areas, a President's donor room, public toilets, mechanical / electrical / storage, and various support spaces. The balance of the first floor is separated from the theater space by a two-hour fire barrier and will house the educational / theatrical support component of the program. Spaces include prop shop, costume shop, paint shop, scene shop, dressing rooms and classroom spaces along with various mechanical / electrical / storage and toilet facilities.

The second-floor houses additional theatrical support spaces, various tech galleries, control rooms, follow spots, electrical rooms, and the primary mechanical room / penthouse.

Site development includes both hard and landscaped areas incorporating various seating and gathering areas intended to accommodate receptions and small outside performances.

The building is being designed to meet LEED Silver standards and it should be noted that because of the educational component of the program both the State of Michigan and Wayne State University will be the authorities having jurisdiction. The state will have jurisdiction over the educational / support portion of the building and the university will have jurisdiction over the public / theatrical portion of the building.

Phase II

Phase II will be the renovation of the existing Hilberry Theater, referred to as the Valade Theater in the construction documents. The Valade Theatre is an existing 35,048 SF space that is being renovated into a 387 fixed seat jazz performance space called the Gretchen Valade Jazz Center. The existing building consists of three levels: a basement, first floor, and second floor.

The basement houses an existing 110 fixed seat black box theater. The balance of the lower level houses mechanical / electrical and support spaces. Minimal renovation work is to take place in the lower level theater; new work consists mainly of selective demolition to install a new ADA toilet, new finishes, and paint.

New construction on the first level will include the new jazz theater space, new ADA toilet accommodations in the lobby, new storage spaces, and corridors providing ADA access to the backstage area. New construction in the backstage area consists of an ADA compliant dressing room with toilet and shower facilities. A new elevator providing ADA access from the exterior into the building and to all interior levels will be added.

Back stage offices will be renovated along with an existing dressing room being reconfigured into a performer's "green room". The balance of work on the first floor consists of paint, finish and lighting upgrades. New theatrical rigging systems will be included as new work for the jazz theatre.

The second level houses a new performer's lounge, additional dressing rooms, and theatrical support spaces. New work in the second-floor public spaces includes reconfiguration of both the men's and women's toilet rooms, the introduction of a new ADA compliant toilet room, and finish upgrades to the existing donor lounge. The existing balcony is not included in the overall second-floor scope. Some mechanical and electrical upgrades in this area will be required for code compliance and proper mechanical operation.

The majority of the existing mechanical system is to remain. Mechanical scope consists of focused repairs and selective system upgrades outlined in the mechanical / electrical renovation narrative included with this package.



The majority of the existing electrical system will remain. Electrical scope consists of focused repairs and selective system upgrades. Refer to the mechanical / electrical renovation narrative included with this package. The existing theatrical lighting and catwalk system is to remain. New work will also include miscellaneous repairs to the lighting system. A completely new sound control system will be installed in the theatre.

No LEED requirements are being incorporated into Phase II.

WSU has completed all Design Development Documents (100%), which will be the basis for the **Statement of Probable Cost**. Upon selection of the Construction Manager At-Risk, Hamilton Anderson Associates plans to complete the remaining deliverables:

- 50% Construction Documents – Complete by Monday, October 14th, 2019
- 100% Construction Documents – Complete by Monday, December 16th, 2019

Project Delivery Method:

Wayne State University (“WSU”) is seeking proposals for Construction Management At-Risk (CMAR) Services for the addition and renovation to the existing Hilberry Theatre into what will be referred to as the **Gateway Theatre Complex**.

§ 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. Responders that include the least amount of exceptions/limitations will be considered more favorably.
- 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. Please note, the intent is to select a qualified firm that will construct both the new Hilberry Theatre and perform the renovation of the existing Hilberry Theatre into the Gretchen Valade Jazz Center.
 - J. **No Warranty of Information.** The information is provided for indicative purposes only and it is the Responder's sole responsibility to undertake whatever investigation and due diligence it needs to carry out to verify the accuracy of any information provided or received relating to the RFP, the due diligence process or otherwise. It is understood that Responder shall inform WSU of all investigations and due diligence activities it shall perform; furthermore, Responder shall request WSU's authorization including but not limited to when contacting the University, accessing the building or requesting building services, contacting the building department or city agencies as related to the project.
 - K. **Validity Period.** Proposed prices will be guaranteed for the duration of the RFP and for at least 120 days following the delivery of Responder's proposal.

§ 3. Critical RFP Dates and Deadlines

Event	Deadline or Date of Event
Issue Construction Manager At-Risk (CMAR) RFP	07/18/2019
Registration/Intent to Bid Notification	07/24/19 by 5:00 PM EST
Mandatory Pre-Proposal Meeting	07/25/2019 @ 11:00 AM EST
Final Day / Deadline for question submission	08/09/19 @ 2:00 PM EST
Deadline for proposal submission	08/15/19 by 2:00 PM EST
Short List Announced	08/22/19
Presentations/Interviews	09/04/19 & 09/05/19
Select CMAR	By Week of September 9 th , 2019
Contract Negotiations and Execution	09/27/19

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

RFP Procedure and Requirements

§ 4. Introduction

- A. **Information.** This RFP outlines the information required from Responder to be considered as a potential provider of all requested services to WSU. The terms “Company”, “Responder” or “Firm” as used in this RFP, shall mean any qualified business submitting a proposal in response to this RFP.
- B. **Proposal Format.** The following sections provide the mandatory format, instructions and procedures for preparing and submitting responses to the RFP. Each Responder **must** provide every component listed in the order shown in this RFP, using the format prescribed for each component.
- C. **Proposal Completeness.** Each proposal must contain a detailed description of how the Responder will provide each of the services outlined in this RFP and sufficient information to permit WSU's evaluation of Responder's capabilities and pricing. In addition, the responses should follow the order of the RFP questions,

providing detailed answers to each question which will enable the project team to review the proposal completely and efficiently.

- D. **Proposal Exceptions.** Any exceptions, exclusions, clarifications, conditions, liabilities, or limitations Responder's organization may have to any of the requirements of this RFP should be identified in the relevant section. Appropriate attachments and supporting documentation such as diagrams, flow charts, specifications, detailed configurations annual reports, etc. should be provided where requested and as necessary, in electronic format whenever possible. Responders that include the least amount of exceptions will be considered more favorably.
- E. **Proposal Innovation.** This RFP is open to innovative and creative responses. Any ideas that would make attainment of WSU's stated objectives simpler, more efficient, and/or cost effective are expected and will be considered. Responder is encouraged to respond to this RFP with creative ideas regarding product, process and systems if the RFP requirements in this Section are also met.
- F. **No Liability.** All Responders are advised to thoroughly read and examine all RFP documents which are provided by WSU. WSU accepts no responsibility or liability for details assumed or conclusions drawn from information supplied in such documents.
- G. **No Claims of Ambiguity.** All Responders shall be deemed, by the submission of their proposal, to have fully understood the objectives of the RFP. Any claims of ambiguity after any resulting contract award is made shall not be accepted.
- H. **FOIA.** Wayne State University is a constitutionally autonomous public university within Michigan's system of public colleges and universities, and as such, is subject to the State of Michigan Freedom of Information Act 442 of 1976. Any response, proposals, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act, regardless of notations in the Responder's Proposal to the contrary.

§ 5. Registration/Intent to Bid

- A. If you are interested in participating in this process, please complete the WSU online registration form at <https://forms.wayne.edu/5aa587e3de04c> no later than **Thursday, July 25th, 2019 by 9:00 AM EST.**
- B. Use this form to indicate your attendance at our Mandatory Pre-Proposal meeting and your intent to submit a proposal for the services listed.

§ 6. Mandatory Pre-Proposal Meeting

- A. To participate, it is MANDATORY that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q&A Session). You must attend in person.
- B. **Date & Time:** Mandatory Pre-Proposal meeting to be held on **Thursday, July 25th, 2019 at 11:00 AM EST.**
- C. **Location:** Mandatory pre-proposal meeting will be located at:
Facilities Planning and Management – Conference Room #3
5454 Cass Avenue
Detroit, MI 48202

**§ 7. Proposal Requirements**

- A. Information:
- a. All firms responding to this RFP must submit complete responses to the applicable information requested in this section and clearly note any exceptions to any information contained in the RFP. Proposals are limited to 25 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 13. Proposals must present information in a clear and concise manner, following the format indicated below:
- B. Executive Summary:
- a. Provide a one-page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by name and define their roles for this project. Describe in summary fashion the experience your team has with projects like the proposed **Gateway Theatre Complex Project** by indicating the use, quantity and cost relative to a timeframe.
- C. Firm Contact Information and Firm Overview:
- a. Clearly identify the name, address, and e-mail of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support this project.
 - b. If a joint venture, list similar information for each firm and the rationale for the joint venture, previous similar experience in a joint venture, previous experience with this joint venture partner, and a summary of the joint venture agreement indicating the roles and responsibilities of each party.
- D. Experience:
- a. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.
 - b. Demonstrated expertise and experience in sustainable construction practices. This project is seeking LEED Silver accreditation.
 - c. Identify up to five of the most recent Performing Arts and Theatre projects like the proposed **Gateway Theatre Complex Project** in which your firm has provided Construction Manager At-Risk services. The following information is requested on each project: (Limit: 2 pages per project)
 - a. Owner name and address
 - i. Name of parent system, if applicable
 - ii. Profit or non-profit status
 - iii. Completion date and/or status of project
 - b. Project description (new construction and/or renovation; identify major elements of project and/or unique features)
 - c. Project size (number of square feet, separate new construction from renovation)
 - d. Lead Single Point of Contact (SPOC) for your firm and other key personnel involved in the project
 - e. Client reference (name, position, address and telephone number)
 - f. Project Budget
 - i. Initial Budget
 - ii. Final Budget
 - iii. Variance (%)
 - g. Photographs and plans, diagrams and other graphic materials for the five recent Performing Arts and Theatre projects described in the Proposal.
 - h. Provide 3 examples (narratives and illustrations) of solutions to project challenges which are representative of your team's creativity. (Limit: 2 pages per example)
- E. Team:
- a. Identify your company's proposed project team. Include the staff qualifications, biographies, roles



and responsibilities that make them ideal candidates for project.

F. Approach:

- a. Describe your team's project approach to construction estimating and pre-construction activities that will control the project budget throughout the remaining design efforts, methods of obtaining an understanding of the project and interacting with the University, and the challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to construct and renovate these projects for the University?

G. Minority, Woman and Physically-Challenged Owned Business Enterprises (M/W/DBEs)

- a. Specify in your proposal whether ownership of your company is a certified M/W/DBE.

H. Proposed Fee:

- a. Using the level of effort table and fee proposal form 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, separated by Pre-Construction and Construction Service Phases. Please note, the estimated hours will be considered not-to-exceed, unless written approval is provided by WSU. Additionally, provide not-to-exceed reimbursable expenses that is to be included in the total project cost. List and define any other assumed fees. List the CMAR fee as a % of cost of work and change orders, provide fixed general conditions costs to complete the project, break down and provide monthly general conditions costs during construction, provide insurance costs and provide a performance bond cost. Total ALL expenses and hours for the project. The University will not be responsible for math errors made by the Responder.
- b. Responder shall acknowledge the CCL and provide a statement whether they agree or take exception using the level of effort table and fee proposal form provided, **(Exhibit B)**.
- c. In consideration of the performance of the CMAR's services to complete the work, and in accordance with "**Appendix 3 - WSU - Contract for Construction Manager At-Risk Services**", the Agreement, the University shall pay the CMAR the Contract Sum in current funds for its services. The Contract Sum is the sum of the Allowable Costs, as set forth in Section 3.03.4.1.1, for the Cost of Work and Indirect Cost of the Work, plus the CMAR's Overhead and Profit as defined in Section 4.01.3. Please also review the following for conformance:
 - a. Cost of the Work (Section 3.03.4.1)
 - b. Allowable Costs (Section 3.03.4.1.1)
 - c. Costs Included in the Overhead and Profit Fee (Section 3.03.4.2)
 - d. Costs Not Allowed (Section 3.03.4.3)
 - e. Construction Manager's Overhead and Profit (4.01.3)
- d. Responder must identify any/all costs for items not specifically listed or excluded that Responder expects to be compensated for, i.e. technology, supplies, software, etc. Specify whether the fee covers all services outlined in this RFP. Proposals should list any items excluded from the services proposed. Proposals should also list those services that should be made a part of this scope of work but were not requested by the University. In the latter case, provide a proposed fee(s) for those services.

I. Statement of Probable Cost:

- a. Responders are required to present a **Statement of Probable Cost**, broken down by master specification divisions, for the New Hilberry Theatre and the renovation of the existing Hilberry Theatre into the Gretchen Valade Jazz Center. The responder shall use the level of effort table and fee proposal form provided, **(Exhibit B)**, to illustrate the Statement of Probable Costs.
- b. The Statement of Probable Costs, as developed by the CMAR, is essential to the budgetary and management processes of the University. The Statement of Probable Cost, once established and accepted by the University, is relied upon by the University for its subsequent budgetary planning and financial needs for the project. The Statement of Probable Cost, applicable to either an estimated or actual cost, is the sum of all costs for a completely constructed, functionally ready-for-use project, in accordance with the scope, scheme, concept, and statement, as developed, documented and accepted by the University, and as constructed by the accepted contracting method or methods.

Please reference “**Appendix 4 - WSU – General Conditions of Construction**”, specifically Section 1, Definitions, Page 4, to further understand the expectations of the Statement of Probable Cost. Please also review “**Appendix 3 - WSU - Contract for Construction Manager At-Risk Services**”, “**Appendix 4 - WSU – General Conditions of Construction**”, and “**Appendix 5 - WSU – Supplementary General Conditions of Construction**” for compliance.

- J. Prevailing Wage Requirements:
 - a. Please reference “**Appendix 3 - WSU - Contract for Construction Manager At-Risk Services**”, specifically section 5.00 Prevailing Wages and “**Exhibit E – Prevailing Wage Rate Schedule**” for project requirements. Please acknowledge understanding in your response.

§ 8. WSU Representative(s)

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

Description	Primary Representative	Secondary Representative
Name:	Robert Kuhn	Valeria Kreher
Company:	WSU	WSU
Street:	5700 Cass Avenue, Suite 4200	5700 Cass Avenue, Suite 4200
City, State, Zip:	Detroit, MI 48202	Detroit, MI 48202
Phone:	313.577.3734	313.577.3734
E-mail Address:	Ac6243@wayne.edu	Ab4889@wayne.edu

§ 9. Questions

- A. **Question submission.** All questions or requests for clarification regarding this RFP must be submitted in electronic format via email to and received by the WSU Representative(s) no later than **Friday, August 9th, 2019 by 2:00 PM EST.**
- B. **Question sharing.** WSU will distribute all questions and responses with all Responders.
- C. **Walkthrough.** Responders are encouraged to walk the site to verify existing conditions. This walkthrough will be held directly after the Mandatory Pre-Proposal meeting on **Thursday, July 25th, 2019.**

§ 10. Proposal Delivery

- A. **Proposals Due:** Proposals for CMAR Services will be received at the office of the Procurement & Strategic Sourcing by electronic submission on **August 15th, 2019, until 2:00 PM EST.**
- B. **Proposal Submission Link:** The link for proposal submission will be posted with the proposal details at <http://go.wayne.edu/bids> beginning **Friday, August 9th, 2019.** The specific link is <https://forms.wayne.edu/5d31f2c65de7b>
- C. Responders are strongly encouraged to 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.

- D. The electronic submission should be limited to no more than one of each of the following file types: one PDF document, one Word Document, or one Excel Workbook, 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 Robert Kuhn at ac6243@wayne.edu and copied to Valeria Kreher at Ab4889@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. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data.

§ 11. RFP Changes/Proposal Changes

- A. **RFP Changes.** If it becomes necessary to modify the RFP, WSU shall provide such changes in writing via email to all Responders who have registered to attend the Mandatory Pre-Proposal meeting. Responder shall acknowledge, via return e-mail, receipt of all amendments, addenda and changes issued regarding this RFP.
- B. **Proposal Changes.** Changes in Responder's proposal will be accepted if they are received by the deadline for RFP responses. Proposal changes must be submitted following the § 10 Proposal Delivery instructions. 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.

§ 12. In-Person Interviews

- A. **Participation.** After the submission date, WSU may require Responder to participate in an in-person team interview regarding its proposal. 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.
- B. **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 evaluated to determine the shortlist.

Proposal Evaluation

§ 13. Evaluation Criteria

- A. WSU may award the contract to the Responder who best meets the terms and conditions of the RFP and is capable of supplying WSU with high quality services, for a competitive price (best value). WSU's evaluation will be based on Responders' proposals and interviews in their entirety, including information and/or factors gathered during related meetings and discussions, and/or subsequent information obtained from other sources including any reference checks.
- B. The selection committee will review and consider the following, which includes, but is not limited to (these



criteria are listed in no particular order):

- i. Accurate and specific responses to all requests for information as outlined in this RFP.
 - ii. The quality and comprehensiveness of responses from interviews for short listed teams.
 - iii. The quality and comprehensiveness of the project approach as presented in the RFP and interviews.
 - iv. The qualifications and experience of the proposed project team (firms and individuals) in relation to Performing Arts and Theatre Projects.
 - 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 will be considered to determine the best value for the University.
 - viii. Exceptions to the CMAR Contract.
 - 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.
 - xii. Statement of Probable Cost.
 - xiii. Value Engineering opportunities.
- 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 CMAR firm.

§ 14. Negotiation Phases

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

§ 15. Contract

- A. **Contract review.** Responder is required to examine “**Appendix 3 - WSU - Contract for Construction Manager At-Risk 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. **The review of the contract performed by Responder shall not be unilaterally modified, and all accepted clauses shall not be subject to further discussion. Please provide comments to the proposed “Appendix 3 - WSU - Contract for Construction Manager At-Risk Services” by 2:00 PM EST, Friday, August 9th, 2019. No changes to the following documents are permissible:**
 - **Appendix 4 - WSU – General Conditions of Construction**
 - **Appendix 5 - WSU – Supplementary General Conditions of Construction**
- C. **Contract negotiations.** The final terms of any resulting contract may be negotiated with the selected Responder after the RFP process, and contingent upon acceptable Responder and product performance, price competitiveness and service level fulfillment. All or part of Responder’s response and this RFP will be incorporated into a contract with Responder if WSU, in its sole discretion, selects Responder.



§ 16. References

- A. Upon request, Responder must agree to provide a minimum of three (3) qualified references. Requests for references will come from **Robert Kuhn (WSU)**, 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 name(s), titles, e-mail, and the telephone numbers.

Project Deliverables and Schedule

§ 17. CMAR Professional Services and Deliverables

The CMAR shall provide various preconstruction services, leading to the development of an acceptable Guaranteed Maximum Price (GMP) and shall furnish all labor, materials, equipment, project management and construction superintendent services to construct the Work in accordance with the limits of the Construction Cost Limitation (CCL) defined in Section 19 of this RFP, approved Contract, Contract Documents, Construction Documents and executed Change Orders.

In order to be considered responsive, all Responders must either agree with or take exception to the Construction Cost Limitation (CCL) defined in Section 19 of this RFP. The University considers the project to be feasible at the CCL and may disallow any change. Responders wishing to argue for a higher CCL must do so convincingly and provide evidence, via Statement of Probable Cost(s), to support their argument and include such documentation in the technical proposal (within the requirements set forth in Section 7 – Proposal Requirements). Responders will neither be rewarded nor penalized in any way for initially arguing with or accepting the CCL noted in Section 19. By submitting a Response, the Responder agrees that the total project cost shall not exceed the CCL.

Responders are required to present a Statement of Probable Cost, broken down by master specification divisions, for the New Hilberry Theatre and the renovation of the existing Hilberry Theatre into the Gretchen Valade Jazz Center. The responder shall use the level of effort table and fee proposal form provided, (Exhibit B), to illustrate the Statement of Probable Cost(s). The CMAR is also required to identify potential Value Engineering concepts and/or Alternative Construction Methods, which will not be shared with other bidders, that will allow WSU to solve for any potential overruns between the CMAR's Statement of Probable Cost and the CCL.

At approximately 50 percent (50%) completion of the Construction Documents, the CMAR shall submit the FINAL GMP within thirty (30) calendar days of receipt of said documents. It is expected that the Responder will provide a level of effort and expertise during the Construction Document phase to ensure the team successfully completes a design that achieves the published CCL at the time of Final GMP.

The University intends that the relationship between the CMAR, Design Professional and University function in the spirit of mutual cooperation and respect in order to promote efficiency and cooperation between all parties.

The information below has been developed by Hamilton Anderson Associates and supplemental consultants. This information shall be utilized to develop the Statement of Probable Cost(s), as defined within this RFP:

- Project Specifications – New Construction
 - 2019-01-30_WSU_DD-GMP_Specs_v1_00thru14
 - 2019-01-30_WSU_DD-GMP_Specs_v2_21-22-23
 - 2019-01-30_WSU_DD-GMP_Specs_v3_26-27-28
 - 2019-01-30_WSU_DD-GMP_Specs_v4_31-32-33
- Project Specifications – Valade
 - 2019-02-06_WSU_DD-GMP_Specs_Valade
- Retro-Commissioning / Facility Assessment Report – Existing Hilberry Theatre



- Final Report With Ph2 – WSU Hilberry Theatre (5-20-2019)
- Project Manual – New Construction
 - Gateway Theater Complex – 100% DD – New Construction – Project Manual (5.30.2019)
- Project Manual – Valade
 - Gateway Theater Complex – 100% DD – Valade – Project Manual (5.30.2019)
- Design Development Documents (100%) – New Construction
 - Gateway Theater Complex 100% DD – New Construction Drawings_updated 02042019
- Design Development Documents (100%) – Valade
 - Gateway Theater Complex 100% DD – Valade Drawings
- CMAR/FF&E Equipment Matrix
 - WSU GATEWAY THEATRE – CM-Owner provided Equipment (05.30.2019)
- Asbestos and Lead Containing Paint Survey Report – Hilberry Theatre
 - WSU Hilberry Theatre ACM-LBP Report (Final)

1. Pre-Construction Services, Construction Services and Close-Out requirements as defined within the following documents:
 - **Appendix 3 - WSU - Contract for Construction Manager At-Risk Services**
 - **Appendix 4 - WSU – General Conditions of Construction**
 - **Appendix 5 - WSU – Supplementary General Conditions of Construction**

§ 18. Project Schedule

Responders are required to present a detailed timeline for the proposed **Gateway Theatre Complex Project**. Prepare the schedule in sufficient detail to define the following:

- Major project milestones
- Critical Path Activities
- Estimated Duration of All Construction Activities

Construction Phasing:

The construction process is divided into two (2) phases. New construction must be completed by July 2021 to allow WSU to occupy the new building and move operations out of the existing facilities for renovations. **Alternative Construction Methods** are encouraged.

PHASE I will be construction of the New Hilberry Theatre.

- Commence Construction – November 18th, 2019
 - Potential Early Bid Package Release to commence earthwork, utilities and foundations.
- Complete Construction – June 22nd, 2021

PHASE II will be the renovation of the existing Hilberry Theatre into the Gretchen Valade Jazz Center.

- Commence Construction – July, 2021
- Complete Construction – February 22nd, 2022

§ 19. Construction Cost Limitation (CCL)

- A. Wayne State University will establish the project “**Construction Cost Limitation**”. The “Construction Cost Limitation”, or CCL, means WSU’s established upper cost limit, or construction budget, for the Project. CCL includes, without limitation, all costs for construction administration, general conditions, cost of work, contingency, and Pre-Construction Phase fees and Construction Phase fees for the Construction Manager At-Risk and all of their vendors, suppliers and subcontractors. The CCL also includes all construction contingencies. The CCL may be adjusted by the parties for changes in the scope of the Project before or after acceptance of the Guaranteed Maximum Price Proposal. The CCL does not include Owner’s Contingency or Owner Costs. The CMAR is obligated to meet all contract conditions while constructing the project within the CCL.



- B. The CCL for the Wayne State University Gateway Theatre Complex Project is **\$44 Million.**
 - a. CCL for Construction of New Hilberry Theatre = **\$35 Million.**
 - b. CCL for Valade Jazz Center is **\$9 Million.**

§ 20. Payments and Prices

- A. WSU’s preferred method of payment will be established after contract award.
- B. The proposed contract term for “Appendix 3 – WSU – Contract for Construction Manager At-Risk Services” shall be in effect from date of award for Construction Manager At-Risk Services and/or issue date of the contract through the completion of the Construction Manager At-Risk Services.
- 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.

Exhibits/Appendices

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

Exhibit B – Level of Effort Table and Fee Proposal Form

Exhibit C – Insurance Requirements

Exhibit D – Summary Questionnaire

Exhibit E – Prevailing Wage Rate Schedule

Exhibit F – Smoke and Tobacco Free Policies (9-2015)

Appendix 1 - WSU – Campus Map / Available Parking

Appendix 2 - WSU – Pre-Bid Registration Form

Appendix 3 - WSU – Contract for Construction Manager At-Risk Services

Appendix 4 - WSU – General Conditions of Construction

Appendix 5 - WSU – Supplementary General Conditions of Construction

Appendix 6 - WSU – Payment Package Document Requirements

Appendix 7 - WSU – Project Specifications – New Construction

Appendix 8 - WSU – Project Specifications - Valade

Appendix 9 - WSU – Retro-Commissioning / Facility Assessment Report – Existing Hilberry Theatre

Appendix 10 - WSU – Project Manual – New Construction

Appendix 11 - WSU – Project Manual - Valade

Appendix 12 - WSU – Design Development Documents (100%) – New Construction

Appendix 13 - WSU – Design Development Documents (100%) - Valade

Appendix 14 - WSU – CMAR / FF&E Equipment Matrix

Appendix 15 - WSU – Asbestos and Lead Containing Paint Survey Report – Hilberry Theatre



RESPONSE TO WAYNE STATE UNIVERSITY
REQUEST FOR PROPOSAL
RFP: Gateway Theatre Complex Project
WSU Project No. Project 189-178578
DATED: July 19, 2019
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 **July 19, 2019**, 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: (_____) _____

Fax: (_____) _____

ATTN: _____

Tax Payer ID: _____

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).



Exhibit B
Level of Effort Table and
Fee Proposal Form

(download separately from the Website)

<http://go.wayne.edu/bids>

Exhibit C - INSURANCE REQUIREMENTS *(Revised 2-2015)*

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

Maximum Acceptable Deductibles

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

Coverages

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

Certificates of Insurance

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



4. Revised certificates must be forwarded to the Office of 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.



Exhibit D - Summary Questionnaire

	YES	ALTERNATIVE
1. Can your company complete services as indicated in the RFP?	_____	_____
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 mandatory Pre-Proposal meeting on July 25, 2019?	_____	_____
4. Did your company provide a certificate of insurance to meet or exceed all our minimum requirements?	_____	_____
5. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, Schedule A?	_____	_____
6. Did your company complete and provide the Summary Price Schedule C , and submit it electronically to rfp@wayne.edu?	_____	_____
7. Please complete the following questions:		
Total number of employees in your company	_____	
Total years in business with this company name	_____	
8. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
9. Are there any conflicts of interest in doing business with the University?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Did your company quote services in accordance with Prevailing Wage Labor requirements and clearly indicate such in your proposal?	_____	_____
11. 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)

Exhibit E – Prevailing Wages (revised 11-01-2018)

POLICY

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing 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://www.wdol.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 Prevailing Wage clause outlining a contractor’s responsibilities under University policy. Each bid solicitation shall include reference to the most current prevailing wage schedule that contractors can use when preparing their bids.

When compensation will be paid under prevailing wage 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 prevailing 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 prevailing 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 Director of Purchasing 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.

Exhibit F - 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 15, 2015



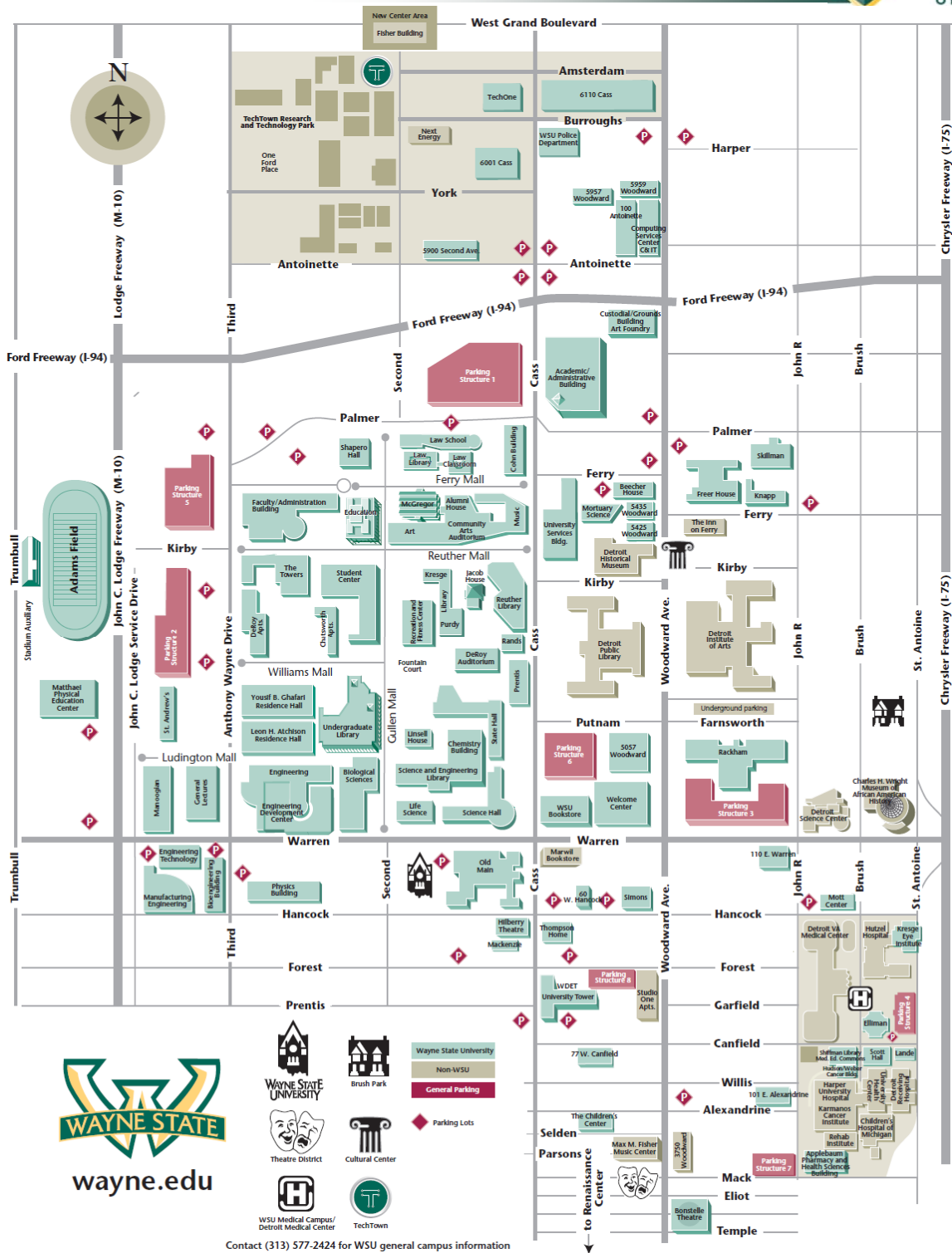
APPENDIX 1

(Wayne State University Campus Map)

See web site:

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

**A detailed list of Cash & Coin operated lots can be viewed at
http://procurement.wayne.edu/cash_and_credit_card_lots.php**



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



Appendix 2 Pre-Bid Registration Form

If you are interested in participating in this process, please complete the WSU online registration form at <https://forms.wayne.edu/5aa587e3de04c> , no later than Thursday, July 25th, 2019 by 9:00 AM EST. Use this form to confirm your attendance at our Mandatory Pre-Proposal Meeting to be held on Thursday, July 25th, 2019 at 11:00 AM EST and your intent to submit a proposal for the services listed.

To participate, it is MANDATORY that you and/or responsible representatives of your organization attend our pre-proposal meeting (Tour/Q&A session) to be held at: Facilities Planning and Management Conference Room #3 located at 5454 Cass Avenue, Detroit, MI 48202.



APPENDIX 6
WAYNE STATE UNIVERSITY
PAYMENT PACKAGE DOCUMENT REQUIREMENTS (Revised 7-23-2015):

Review and comply with Section 410 of Bid Front End Documents.
Review and comply with Article 15 of the Supplemental General Conditions.

PAYMENT APPLICATION - AIA document G702 & G703 (or equivalent) –Checklist:

- Correct Project Name – Found on your contract.
- Correct Project Number – Found on your contract.
- Purchase Order Number – Required prior to beginning work.
- Correct Application Number.
- Correct Period Reporting Dates – Applications support docs must be sequential and within application range.
- Approved & Executed Change Orders Listed. (Cannot invoice for unapproved Change Orders)
- Schedule of Values percentages and amounts match the approved Pencil Copy Review – Signed by the Architect, Contractor, and University Project Manager.
- Correct Dates – Back dating not accepted.
- Signed and Notarized.

SWORN STATEMENT – Checklist:

- List all contractors, sub-contractors, suppliers... ≥ \$10,000.00
- A sworn statement is required from every Sub Contractor on the job with a material purchase or sub-contract of \$10,000 or more. (All tiers.)
- Purchase Order Number
- Dates – Back dating not accepted.
- Signed and Notarized.

CERTIFIED PAYROLL - Dept. of Labor Form WH-347 – Checklist: (Union and Non-Union)

- For every contractor & sub-contractors work, for each week within the application reporting period.
- Correct Project Number
- List ALL workers on-site.
- Make sure their addresses are listed.
- Social Security Numbers MUST be blackened out or listed in XXX-XX-1234 format.
- Work classifications based on the job specific Prevailing Wage Schedule descriptions.
- For any workers paid at the Apprenticeship rates - proof of enrolled program and current completion required.
- Rate of Pay verified against the Prevailing Wage Schedule with an hourly cost breakdown of fringes paid.
- Authorized signatures on affidavit.



- Dates – must represent the weeks within the application period.

APPLICATION PACKAGE SUPPORTING DOCUMENTATION –

- **Proof of Ownership** for any ‘Owner Operator’ contractors not wishing to claim their time on prevailing wage. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income brackets.) The Owner must provide copies of “DBA” registration form confirming status as exempt from prevailing wage requirements.
- **Proof of Stored Materials** – Bill of Lading, Delivery Receipts, Pictures, Certificate of Insurance or endorsement page specifically insuring stored material at location, and pictures with materials clearly separated and labeled for WSU. The University reserves the right to on site verification of stored materials.
- **Partial Conditional Waivers** – The contractor shall provide covering the entire amount of the application. For non-bonded projects all sub-contractors must provide for all applications which they have a draw.
- **Partial Unconditional Waivers** – Must release amount paid for work and be delivered starting with application #2 and in no case after payment application #3, through all sequential applications for contractors, sub-contractors, and suppliers listed on the Sworn Statements.
- **Full Unconditional Waivers** – Must be delivered with final payment application, releasing all contractors, sub-contractors, suppliers listed on the sworn statements and any legitimate notice of furnishings reconciled.

FINAL PAYMENT APPLICATION – Checklist:

- Clear and concise As-Built drawings.
- Operation and Maintenance Manuals
- Process and training directions (if applicable).
- Warranty of work in accordance with project documents.
- Submittals log and samples installed on the job.
- Certificate of Substantial Completion
- Full Unconditional Waiver

The Project Manager may provide additional requirements as may apply to individual jobs

Revised 11-01-2018

