



**Division of Finance and Business Operations**

**Request for Proposal  
and Specifications for  
Professional Design Services for the  
Hilberry Gateway Design Services**

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  
Wayne State University

**Wayne State University  
Procurement & Strategic Sourcing**

**February 11, 2016**



**RFP Hilberry Gateway Design Services  
Pre- Proposal Meeting**

**AGENDA**  
**February 18, 2016 at 10:00 AM**

- |   |                               |
|---|-------------------------------|
| 1. Welcome to Wayne State University<br>Sign in Sheets (Purchasing) | Valerie Kreher                |
| 2. RFP Hilberry Gateway Design Services<br>Overview                 | Fran Ahern                    |
| 3. Project Description  | Christa Azar                  |
| 4. RFP Details  | Christa Azar                  |
| • Level of effort   |                               |
| • Contract  |                               |
| • M/WBE participation   |                               |
| • Fee Proposal Forms  |                               |
|   | Valerie Kreher                |
| 4. Reiteration of Instructions                                      | Christa Azar / Valerie Kreher |
| 5. Q/A  |                               |

All future questions to be directed to Purchasing by noon on February 25, 2016 to: Valerie Kreher, rfpteam2 copy to Kenneth Doherty, ac0578.



## **Table of Contents**

Section	Pages
I. Instructions to Design Professional	2
II. Project Scope	3
III. Design Professional Services and Deliverables	4
IV. Project Schedule	4-5
V. Proposal Requirements	5-6
VI. Selection/Evaluation Criteria	6-7
VII. Schedules to be submitted with Vendor Proposal	7
<u>Schedule A:</u>	Proposal Certification, Non-Collusion Affidavit, Vendor Acknowledgement
<u>Schedule B:</u>	Insurance Requirements
<u>Schedule C:</u>	Level of Effort Table (download separately)
VIII. Appendices:	
<u>Appendix 1,</u>	WSU Campus Map / Available Parking
<u>Appendix 2,</u>	Project Site Map
<u>Appendix 3,</u>	WSU Contract for Design Professional Service
<u>Appendix 4,</u>	Drawings (if any)



**I. Instructions to Design Professional:**

Wayne State University invites teams to submit proposals to provide all necessary professional design services, including specialty consultants as required for a complete project leading to the construction and occupancy of a new **Hilberry Gateway - Design Services** project.

This Request for Proposal (RFP) defines the requirements and expectations of the project, the expected contract environment, and guidelines for the preparation of proposals for the University's use in selecting a firm for the project. **Enclosed in this email is the Registration form, which is the confirmation of your intent to participate. This form MUST be emailed to rfpteam2 Attn: Valerie Kreher, WSU Purchasing Department by February 17, 2016 by 4:30 p.m.**

**Proposals are due before 2:00 p.m., local time, on March 10, 2016.** Proposals received after this time will be rejected. **Six (6) copies** of the proposal are to be submitted in a sealed envelope or box at the University's Purchasing Department.

In addition, an electronic version is required, which should be submitted to our secure mailbox at **rfp@wayne.edu** and be sure your subject line reads **"(company name) RFP Hilberry Gateway Design Services Response"**. The electronic submission should be limited to no more than one of each of the following file types: 1 PDF document and/or 1 Word Document and/or 1 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. However, in the event a discrepancy exists between the electronic submission and the original copy of the Vendor's Response Proposal, the original copy will prevail.

Proposals shall be addressed to:

**RFP Hilberry Gateway Design Services**  
Project No. **189-178578**  
**Valerie Kreher, Senior Buyer**  
Academic/Administration Building  
Wayne State University (Purchasing Department)  
5700 Cass Avenue, 4<sup>th</sup> Floor - Suite 4200  
Detroit, Michigan 48202

And: E-mail a copy to **RFP@wayne.edu** /  
subject line: **"(company name) RFP Hilberry Gateway Design Services Response"**.

All inquiries regarding this Request for Proposal and the project shall be made in writing and submitted by e-mail to **Valerie Kreher** at **rfpteam2@wayne.edu** and copied to **Kenneth Doherty** at **ac0578@wayne.edu**, per the project schedule. Inquires directed to other University personnel may result in disqualification.

The proposals will be used to develop a short-list of qualified firms to provide presentations to the project selection committee. The selection of the successful design team will be based on the design professional's response to this RFP and the presentations of selected firms.

**II. Project Scope:**



The **RFP Hilberry Gateway Design Services** As Wayne State University's (WSU) College of Fine, Performing and Communication Arts (CFPCA) plays a major role in enlivening and enriching the Midtown community, by inviting the public to campus for a variety of cultural and artistic experiences and by taking engagement activities to the community. The most visible and publically accessible of these cultural offerings is the Hilberry Theatre. Located along the Cass Corridor at Hancock, the Hilberry Theater is a vibrant part of the Midtown Cultural Center. Since 1963, the Classical Roman Ionic style theater with a seating capacity of 532 has housed more than 5,600 performances to a total audience of over 2,250,000. A unique open stage performance venue, the Hilberry Theater is home to the nation's first graduate repertory company.

Production support for the Hilberry Theatre is housed at 95 West Hancock a block from the theatre. This space houses the Department of Theatre offices, scene shop, and costume shop. The production space provides support for all four Theatre and Dance performance venues; Hilberry, Bonstelle Theatre, Studio Theatre and the Allesee Dance Theatre. All production materials are trucked to these venues from the production facility.

Established under the belief that theatre is critical to the community and campus cultural experiences, the Hilberry Theater Company was created by the late Professor Leonard Leone. Clarence B. Hilberry, then president of Wayne State University, personally took responsibility for creating a home for the company by raising the funds to convert the First Church of Christ Scientist in Detroit constructed in 1917 into a modified thrust stage modeled after the Stratford Theater in London, Ontario. This building, now affectionately known as "the Hilberry" stands as a memorial to this leadership, not only of Wayne State, but also of the area's cultural life. Following the theater's opening, President Hilberry invited a group of community leaders to form a women's committee to ensure the continuity of the growing company. "The Understudies," as the group is still known, has donated and raised funds for 52 years to provide essential support for the artist of the Hilberry Graduate Company.

Now in its 52<sup>th</sup> season, the 43 member company is comprised of actors; costume, lighting, and scenic designers; stage managers, and theater managers who work under the direction of the theatre faculty and staff. The members of the company, chosen in nationwide auditions and interviews, receive training leading to Master of Fine Arts degrees. The core of the curriculum is a program of classic and modern plays. These serve as the heart of intensive training for graduate students. Widely known for the high quality of its productions, The Hilberry has received numerous honors and awards for such productions as *Nicholas Nickleby*, *Much Ado About Nothing*, and *the Kentucky Cycle, Parts 1 and 2*.

In 2010, the Maggie Allesee Department of Dance merged with the Department of Theatre to create the Maggie Allesee Department of Theater and Dance. The combined department now includes about 24 full time faculty offering a range of programs in performance, choreography, education, design, management, and technology.

### **Demographics:**

In the Fall of 2015, enrollment of the College of Fine, Performing, and Communication Arts was 1,804 undergrad and 231 graduate students for a total of 2,035. The college is diverse with a significant population of African American, Asian, and Arab American students.

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

The college enjoys the enthusiastic support of several volunteer groups, including a Board of Visitors, a college alumni association, and additional volunteers, i.e. "friends" groups in most departments.



The Board of Visitors (BOV) was formed in 2001 and has grown from a small group of committed community leaders to a group of 25 with several functioning committees. Members include noted community volunteers, arts philanthropists, prestigious Wayne State alumni, CEO's and practicing professionals. Recruitment of new BOV members has added experienced volunteers with influence in the community, leadership skills and specialized professional expertise. This has resulted in a high level of visibility for the program.

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

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

The Hilberry Gateway Performance Complex will build on the history of performance and production in the Maggie Allesee Department of Theatre and Dance and, ultimately expand the performance offering by incorporating jazz and music into the larger facility.

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

The Hilberry Theatre has benefited from a number of recent improvements. In late 1998 a small landscaped park with seating was incorporated along the west side of the building. In 1999, the prominent entrance colonnade was gracefully interrupted to incorporate an ADA compliant ramp to allow for wheel chair access. An interior wheel chair lift was added shortly thereafter to provide vertical transportation from the main lobby to the theater seating areas. In 2007, boilers were installed and the west elevation of the building was waterproofed down to the foundations to resolve water infiltration problems. In 2010, the existing chiller equipment was replaced with new, more energy efficient equipment, and the electrical service to the building was be upgraded to support the added loads. A new fire alarm was installed in 2010. In 2014 the roof was replaced.

#### **Broader Performance Needs**

Facilities for the Hilberry Graduate Theater program were developed 47 years ago by repurposing a classically designed Christian Scientist Church and adding temporary tin and uni-strut walls to the structure. A building on 95 W. Hancock was acquired by the University for Theatre Offices and production facilities. While the graduate company has been very successful, the core facility has remained unchanged and inappropriate for the 21<sup>st</sup> century. From woefully inadequate storage spaces to limited back stage support and outdated patron accommodation, conditions in the theatres today present comfort challenges to audiences, actors, and stage workers, as well as limiting set design and not allowing for current technologies to be employed. The production facility has been repurposed over the years becoming less efficient due to removal of alternate storage facilities. These conditions not only limit the capacity to expand community access, they also threaten to curtail CFPCA's legacy of attracting the most talented and skilled students to its highly acclaimed theatre program.

In addition to the needs of the Hilberry Company, WSU is home to other important and visible performance programs. These include the acclaimed dance program also housed in the Maggie Allesee Department of Theatre and Dance and the programs associated with the department of Music, including the jazz studies program. These programs, along with theatre, represent the university's performing arts offerings. Taken together, they are a primary means whereby the university connects with the larger community. They are, therefore, a performance gateway to Wayne State University and Midtown Detroit.

#### **Proposed Project Goals:**



The new Hilberry Gateway Performance Complex will increase capacity to support current projects and enhance the incubation of new ideas and programs that revitalize and inspire cultural participation in performance arts throughout Midtown Detroit. As University-based performance programs, the Hilberry, the dance and music programs serve distinct yet complimentary goals:

- 1) To expose outstanding, career oriented students to the challenges and rigors of professional theater, dance and music through an excellent performing arts curriculum;
- 2) To share with the community of Detroit a significant performance venue, rich in diversity, producing the most highly regarded theatrical, dance and music productions and
- 3) To evolve its community engagement model from one of "sharing art with the community" to a model of "sharing AND creating arts with the community."
- 4) To enrich the vibrancy of the revitalized and growing Midtown area of Detroit and create a performance destination in Midtown.

In order to achieve these goals, the Maggie Allesee Department of Theatre and Dance and the College of Fine, Performing, and Communication Arts will build a new Theatre, renovate and repurpose the existing Hilberry Theater building and provide supporting production spaces to create an integrated performing arts complex. The project will also provide additional, flexible performance spaces to accommodate dance and musical performances, including jazz.

The design should be compelling, attractive and appropriate given the surrounding area in ways that will capture the imagination of the various audiences, performers and participants.

**Project Schedule Milestones:**

The anticipated schedule is to award design contract to successful vendor in April 2016, break ground in Spring 2017 for August 2018 Completion. The schedule will be finalized as the project progresses.

**Proposed Project Description:**

To better serve the needs of the university and the Detroit community, the Maggie Allesee Department of Theatre and Dance and the College of Fine, Performing, and Communication Arts propose a two phase expansion/renovation plan referred to as the Hilberry Gateway Performance Complex. The University is currently planning the design and construction for Phase I.

Phase I: Phase one is to be considered one integrated design and construction project with two components including a new main theatre and connected spaces for scenery, costuming and lighting.

Phase IA is a new Hilberry Theatre on the corner of Cass and Forest with seating between 350 and 399. The new theatre will be inviting and comfortable for patrons and serve as a new home for the Hilberry Graduate Company. The space should be worthy of the reputation of the talented artists studying, guiding, designing and performing in the program and attract more qualified students by virtue of a state of the art facility.

Phase IB is facilities for a scene shop, prop shop, costume shop and storage spaces, to serve all theatres with space to accommodate modern production techniques and equipment.

Phase II: The renovation of the existing Hilberry Theatre into the Gretchen Valade Jazz Center to accommodate Jazz acoustics and performances, while maintaining sufficient flexibility for other musical performances, dance recitals and other university functions.





These new and renovated facilities must achieve the following outcomes.

- 1) Provide a new, technically advanced and inviting performance environment for the Hilberry Theater Company that is adequate for presenting a wider variety of theatrical styles and current and expanding technologies,
- 2) Incorporate a scene shop, prop shop, costuming shop, and storage facilities capable of servicing existing and future needs of the various performance spaces as well as appropriate support spaces including dressing rooms, warm-up space, greenroom, Box office, patron services, stage management offices, etc.
- 3) Incorporate a lobby area and 24/7 “commons area” and cafe to offer opportunities for social interaction, informal performance and community use.
- 4) Provide flexible performance space(s) that will allow for engagement and collaboration with the community,
- 5) Analyze existing Hilberry Theatre physical Plant to recommend integration or replacement.
- 6) Identify and plan for relocation of existing utilities and easements, including availability, capability and environmental impact
- 7) Provide initial planning for Phase II: the connection to and renovation of the existing Hilberry building to accommodate jazz performances, other musical performances while maintaining sufficient flexibility for other performance and curricular needs.

The existing Hilberry Theatre is located at the corner of Cass and Hancock in Detroit, Michigan, on the main campus of Wayne State University. The property to the south includes an important early 1900 residential structure, the David Mackenzie House, and a controlled parking lot extending to Forest. The University plans to relocate the David Mackenzie House independent of this design effort. These parcels are included in the proposed project limits for the Hilberry Gateway Project. Refer to Appendix 1 for a Project Site Plan.

### **Proposed Programmatic Features**

The successful design will respect the aesthetic of the existing building, reflect a visually engaging building that will serve as a gateway to campus and provide support for both the performance and educational needs of a graduate theatre program. The design should include performance support, front of house and back stage operations, as well as patron services and common lobby/meeting areas. The successful firm will work with stakeholders including the dean, chairs, faculty, patrons and students from the College of Fine, Performing, and Communication Arts, and representatives from WSU and the community. The following programmatic features are preliminary and subject to change but give a range of features to consider in the design:

1. Flexible Proscenium that can lead to multiple configurations; Proscenium, Proscenium with flexible thrust apron. The apron may serve as a seating area, playing space, orchestra pit, and trap room elevator.
2. Seating 350 – 399 seats creating an intimate space providing the least obstructed views. A balcony and/or raked house are desirable.
3. Fly system, trapped stage, and projection area are clear priorities; hydraulic lifts also desirable. Appropriate current technology and stage machinery including advanced communication systems for personnel and equipment.
4. Stage Width 32' - 38' balancing on and off stage space needs.
5. Multiple dressing rooms appropriately sized for Hilberry Company and production specific expansion.
6. Spaces that enable and accommodate technology including adaptability with changing technologies.
7. Engaging Lobby that allows for patron interaction, flow and comfort.
8. Café and bar.
9. Box office with appropriate space for all personnel.





10. Cover drop off/valet area with temporary parking for box office patrons.
11. A space to serve as the Leone Hall of History possible connecting the old and new buildings.
12. Offices, Conference Room, Green Room, sound proof warm-up room of appropriate size to double as acting/dance studio.
13. Production support spaces appropriate for the design, construction, management, and storage associated with four performance venues and over 20 productions per year.
14. Large scenic production area with appropriate scene painting area, metal work area, CNC room, construction and assembly areas. Appropriate rigging, material handling, ventilation, dust collection, power, air, and communication distribution provided.
15. Costume shop with appropriate cutting, sewing, fabric modification, and fitting space. Teaching area for the stagecraft classes. Storage adjacent to the shop and easy access to the dressing rooms are desirable.
16. Storage adjacent to the shop and easy access to the dressing rooms.
17. Electrical shop and storage sufficient to store all equipment, peripherals, accessories, and expendables. The space must include sufficient work space to preparation and repair of equipment.
18. Sound and media secure storage facilities.

### **III. Design Professional Services and Deliverables: (See attachment Schedule C)**

The scope of this project is to establish an independent program for the Hilberry Gateway Performance Complex.

- A. The university is soliciting proposals from Design Professionals that provide specialized services in theatrical facility design and construction.
- B. The successful design team will be contracted to provide complete services for the schematic design, design development, and the development of contract documents intended for bidding purposes for the project. This effort will include reviewing the previous assessment on the capabilities and limitations of the Hilberry Theatre and its production facility, updating a detailed theatre program and space requirement statement, and proposing conceptual and schematic design solutions for Phase IA and IB of the Hilberry Gateway Performance Complex and Phase II Gretchen Valade Jazz Center. It is the intent of the university to contract for complete design services for Phase IA. At the conclusion of the Schematic Design the university will decide depending upon funding if both IA and IB will move into complete documentation. The University intends to select one responsive design professional for award of the project.
- C. In general, the basic services to be provided by the Design Professional shall include all typical meetings and correspondence to support the activities, all architectural, mechanical, electrical, structural, civil, fire protection, interior design, signage, landscaping, building security, theatrical, audiovisual systems, acoustical, lighting, telecommunications, information technology and cost estimating elements.

**NOTE:** The University has a preferred vendor relationship with Siemens for building automation design and programming. Siemens is to be incorporated into all early planning and design activities and will provide, in cooperation with the Design Professional, construction documents to be incorporated into the bid document set necessary to bid building automation requirements.

- D. The Design Professional shall assist the University in optimizing the scope of work and provide advice on options regarding the site, scope, materials, methods, systems, schedules, and other conditions affecting development and construction of the project including recent work in place such as renovated spaces, boiler and chiller capacity requirements.
- E. The Design Professional will comply with the University's current Construction Design Standards and Computing and Information Technology Department (C&IT) Standards for this design process.
- F. The professional team selected for this project will be required to produce the following deliverables as part of their scope of work for the project:

1. Program Statement and Presentation Component:



- a. Program goals and objectives for the project.
  - b. Preliminary room inventory and data sheets to support the proposed program.
  - c. Conceptual block floor plans with relationship demonstrating integration into campus, existing building and building systems as a whole.
  - d. List of rooms (spaces) for potential naming opportunities.
  - e. Building architecture to be further developed based on feedback received from the University's appointed project committee.
  - f. Narrative outlines of the architectural systems describing materials and finish levels, proposed mechanical, electrical, lighting, Audio visual, Information Technology, theatrical and security systems as needed to estimate the project costs.
2. Schematic Design:
- a. Site and Exterior Space Relationships.
  - b. Building and Construction Systems: Recommendations for structural, mechanical, electrical, lighting, audio visual, information technology, theatrical and security systems. Basic utilities, including availability, capability, and environmental impact.
  - c. Project Cost: Estimate for Phase IA, IB & Phase II with sufficient detail to support the design intent.
  - d. Design and Construction Schedule.
  - e. Drawings and Outline specifications: site plan, floor plans, elevations, sections and outline specifications including specialty theatrical production elements.
  - f. LEED Checklist: Indicate anticipated points required to achieve silver certification.
  - g. Renderings as required to demonstrate design intent.
3. Design Development:
- a. Site and Exterior Space Relationships.
  - b. Building and Construction Systems: Recommendations for structural, mechanical, electrical, lighting, audio visual, Information Technology, theatrical and security systems. Basic utilities, including availability, capability, and environmental impact.
  - c. Project Cost: Updated estimate for Phase IA with sufficient detail to support the design intent at 50% complete.
  - d. Design and Construction Schedule.
  - e. Drawings and Outline Specifications: site plan, floor plans demonstrating space allocations, interior and exterior elevations, sections, and outline specifications developed to demonstrate design intent including specialty theatrical production elements.
  - f. LEED Checklist: Indicate anticipated points required to achieve silver certification.
  - g. Renderings as required to demonstrate design intent.
  - h. Exterior rendering of the **RFP Hilberry Gateway Design Services**.
  - i. Comprehensive room equipment and data sheets for all project rooms necessary to make the spaces fully functional and ready for use.
  - j. Proposed finish material schedule and samples.
4. Construction Documents:
- a. Site and Exterior Construction Documents: Civil drawings noting existing utilities and new; and landscape plans including site lighting, hardscape and planting materials.
  - b. Complete Building and Construction Documents: Plans and specifications, including but not limited to architectural, structural, mechanical, electrical, lighting, Audio visual, Information Technology, theatrical and security systems



- and specialty disciplines as identified previously, to be used for bidding purposes.
- c. Project Cost: Updated estimate prior to bidding with sufficient detail to support the contract documents at 85% and 100%.
  - d. Construction Schedule: Indicate critical milestones through project completion.
  - e. LEED checklist: Indicate anticipated points required to achieve silver certification.
  - f. Interior Finishes: Finish boards and comprehensive presentation the University's appointed project committee.
5. Construction Administration:
- a. Required construction administration services to maintain scheduled construction activities including but not limited to field visitations, processing submittals, responding to RFI's, issuance of bulletins, review of pay applications, etc.
  - b. Activities to support the project through reviews by Authorities having Jurisdiction including university officials.
  - c. Weekly progress meetings and site visits for the duration of the construction schedule.
  - d. Punch Lists: One or more punch lists to support phased occupancy if required, and final punch list at the completion of all work.
  - e. Review and approve project close-out documents including as-built drawings and specifications, O&M manuals, RFI's, submittals, bulletins, shop drawings, field logs, warranties, etc.
  - g. Produce one or more Certificates of Substantial Completion.

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

#### **IV. Project Schedule:**

The University proposes the following schedule for the designer selection process:

Release of the RFP	<b>February 11, 2016</b>
Registration	<b>February 17, 2016</b> by 5:00 p.m. email Registration Form to: <b>rfpteam2@wayne.edu</b>
<b>Mandatory</b> Pre-proposal Meeting	<b>February 18, 2016 at 10:00 AM</b> at the <b>Hilberry Theatre, Theatre</b> , located at <b>4743 Cass, Detroit MI 48201</b>
Final day / Deadline for Questions	<b>February 25, 2016</b> by 12:00 p.m. to: <b>Valerie Kreher, rfpteam2</b> Copy to <b>Kenneth Doherty, ac0578</b>
Delivery of Proposals (6 Copies)	<b>March 10, 2016 by 2:00 p.m.</b> in the Purchasing Dept., Academic/Administration Bldg., 5700 Cass Avenue, 4 <sup>th</sup> Floor – Suite 4200, Detroit, MI 48202
Short List Announced	Week of <b>March 16, 2016</b>
Presentations	* <b>March 28-31, 2016</b>
Selection	Week of <b>March 31, 2016</b>
Contract Negotiations and Execution	Week of <b>April 15, 2016</b>
Conduct and Complete Project Deliverables	As Stated in Final Contract

\* The University reserves the right to adjust this date at its own discretion.



No work shall commence until the contract is fully executed.

**V. Proposal Requirements:**

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

**A. Executive Summary:**

Provide a one page summary describing your understanding of the project, what unique qualities differentiate your firm from others responding to this Request for Proposal. List all team members by firm name and define their roles for this project. Describe in summary fashion the experience your team has with projects similar to the proposed **RFP Hilberry Gateway Design Services**, by indicating the use, quantity and cost relative to a time frame (for example, note actual similar building types completed over the past five years, with an average project cost of over \$15M each).

**B. Firm Contact Information and Firm Overview:**

1. Clearly identify the name, address, e-mail and fax numbers of the project representative designated to receive all RFP information, addenda or any other official correspondence relating to the project. Provide a profile of the local office presence and capabilities of the local office to support this project.
2. If a joint venture, list similar information for each firm and the rationale for the joint venture, previous similar experience in a joint venture, previous experience with this joint venture partner, and a summary of the joint venture agreement indicating the roles and responsibilities of each party.

**C. Experience:**

1. Provide detailed information on previous project experience as it may relate to the scope, size and details of this project application. Evidence of previous experience with projects similar in nature and completed within similar environments will be heavily weighted in the selection criteria.
2. Demonstrated expertise and experience in sustainable design practices. Identify experience in utilizing an integrated design approach, life cycle cost analysis, and other practices used by your firm in meeting sustainable design goals. Identify participating team members with appropriate experience, including LEED experience.

**D. Team:**

Identify your company's proposed project team. Include the staff qualifications, biographies, roles and responsibilities that make them ideal candidates for project. Include project experience related to major renovation work and project experience working with the State of Michigan capital outlay process outlined in the Management and Budget Act (MCL 18.1101 through 18.1594).

**E. Approach:**

Describe your team's project approach defining all consultants and their level of involvement, methods of obtaining an understanding of the project and interacting with the customers, and the



challenges anticipated in performing the requested services. What distinguishes your team from your competition? What makes your team the best qualified to design these projects for the university?

**F. Schedule:**

Present a milestone schedule for the proposed project. Prepare the schedule in sufficient detail to define major project milestones, release of a maximum of five phased bid documents, (describe generally what work will be associated with each release), and the anticipated overall project duration. Project schedule must indicate that professional design services for this project are to be completed no later than **Fall 2018**.

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

Specify in your proposal whether ownership of your company is a certified M/W/DBE. Discuss your plans to involve M/W/DBE firms in the project. Indicate if M/W/DBE firms will be as a joint venture or a sub-consultant.

**H. Proposed Fee:**

- i. Using the level of effort work plan provided, (Schedule C), indicate proposed fees to complete the work as defined on the worksheet. Include billing rates for all personnel who will work on this project along with estimated hours for each. Identify a line item for estimated reimbursable expenses that is to be included in the total project cost. List and define any other assumed fees, including specialty consultants. Total ALL expenses and hours for the project. The University will not be responsible for math errors made by the vendor.
- ii. 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.

**General Fee Information**

**Acceptable Reimbursables**

Wayne State University has established certain limits on acceptable reimbursables from design and professional service consultants. Without regard to consultant's policies and practices, the University will accept as reimbursable costs only the following:

1. Sub-Consultants (subject to WSU prior approval) professional fees and reasonable travel and transportation costs.
2. Certain pre-approved long distance transportation and travel expenses for comparative site visits at the request of and on behalf of WSU. (Applicable to design, professional service and sub-consultants.)
3. Special art work, renderings, perspectives, or models requested and approved by WSU outside of those listed in base services.
4. Plan review fees from authorities having jurisdiction.

Reimbursement will be at actual cost, with no markup or multiplier. Respondents should consider these restrictions in formulating their responses to this RFP.

**Unacceptable Reimbursables**



Any cost not identified as an Acceptable Reimbursable is prohibited, subject to the terms and conditions of the Contract. Examples of non-reimbursable costs are:

1. Transportation to/from and parking at the University from the Consultant's place of business
2. Vehicle charges, vehicle rentals, (except those related to short term, long distance travel and pre-approved by University as described above) or per diem travel rates, etc. (Use of certain specialty vehicles by certain professional service consultants may result in acceptable hourly charges, such as soil boring rigs.)
3. Reproduction costs for routine documents during design, design review, owner review, and submittal sets to authorities having jurisdiction. (Currently, WSU posts documents electronically on WSU Purchasing Department's website. Designer must submit documents in electronic form.)
4. Local and long distance telephone; fax services; internet connections, services or use.
5. Ordinary shipping, express package services, postage and handling fees.
6. Incidental computer work such as word processing; CAD license fees; plotting fees; equipment use charges; etc.

**I. Professional Service Contract:**

The University's design professional contract documents are attached to this RFP for review, (Appendix 3.) Firms are required to completely define language amendment requests within their proposals to prevent contract execution delays. Proposals that are silent on this issue will leave the University to understand that no amendments are requested and the contract documents are acceptable as released herein. Steps taken to negotiate amendments that are not in the proposals may result in the University choosing to contract with another candidate partner.

The University intends to initially award the contract for all work for conceptual and schematic design solutions for Phase IA and IB of the Hilberry Gateway Performance Complex. It is the intent of the university to contract for complete design services for Phase IA. At the conclusion of the Schematic Design the university will decide depending upon funding if both IA and IB will move into complete documentation. Responses to the RFP must include a completed Schedule C – Level of Effort Table for all phases of work to reflect the project information provided within this RFP.

**VI. Selection and Evaluation Criteria:**

The selection committee will review and consider the following:

- Accurate and specific responses to all requests for information as outlined in this RFP.
- The quality and comprehensiveness of responses from interviews for short listed teams.
- The quality and comprehensiveness of the project approach as presented in the RFP and interviews.
- The qualifications and experience of the proposed project team (firms and individuals) and a demonstration of their ability to successfully deliver the project recognizing the aggressive schedule.
- Commitment to M/W/DBEs as either joint venture partners or sub-consultants.
- Checks of references provided by the firm.
- Fees and schedule will be considered to determine the best value for the University.

These criteria are not listed in any particular order.

The University reserves the right to request additional information at any time during the selection process.

Expenses for developing and presenting proposals are considered to be marketing expenses, and shall be the responsibility of the Design Professional and shall not be reimbursed by the University. All



supporting documentation submitted with this proposal will become the property of the University and may be subject to Freedom of Information Act disclosure.

Following the evaluation of the proposals, the development of a 'short list' maybe compiled, those respondents may be invited to attend a formal review meeting with selected university representatives to facilitate a final selection of the design firm.

**VII. Smoke and Tobacco-Free Policies (9-2015)**

On August 19, 2015, Wayne State joined hundreds of colleges and universities across the country that have adopted smoke- and tobacco-free policies for indoor and outdoor spaces. Contractors are responsible to ensure that all employees and all subcontractors' employees are in compliance anytime they are on WSU's main, medical, or extension center campuses. The complete policy can be found at <http://wayne.edu/smoke-free/policy/>.

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

<u>Schedule A:</u>	Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement
<u>Schedule B:</u>	Insurance Requirements
<u>Schedule C:</u>	Level of Effort Table





**RESPONSE TO WAYNE STATE UNIVERSITY  
REQUEST FOR PROPOSAL  
RFP: RFP Hilberry Gateway Design Services  
AND TO ANY AMENDMENTS, THERETO**

**DATED: February 11, 2016**

**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 **February 11, 2016**, 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**



**Hilberry Gateway Design Services**  
**WSU Project No. 189-178578**

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)



***Hilberry Gateway Design Services***  
**WSU Project No. 189-178578**

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).

## Schedule B - 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>
<b>1. Commercial General Liability (CGL)</b> Contractor shall maintain commercial general liability (CGL) CGL insurance shall be written on Insurance Services form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operation, and personal injury, contractual liability broad form property damage liability, products and completed operations coverage and X,C,U (explosion, collapse, underground) hazards.	\$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.
<b>2. Commercial Automobile Liability (CSL)</b> (including hired and non-owned vehicles)	\$1,000,000 combined single limit per accident for bodily injury and property damage, without annual aggregate
<b>3. Workers' Compensation</b> (Employers' Liability)	Required by the State of Michigan and Employer's Liability in the amount of \$500,000 per accident for bodily injury or disease
<b>4. Professional Liability insurance</b> This limit shall be dedicated to the risks of Professional Liability and it shall not be combined with limits of any other coverages such as Environmental/Pollution General Liability, or Umbrella Liability unless otherwise approved by the Owner. Coverage shall be for the benefit of the Contracting or Design- Build entity, its principles, Employees, affiliates, agents, and partners-whether joint or several. It is presumed that this insurance will be Claims Made, and therefore must have a Retro-active date prior to the performance of any work for the Owner, whether or not such work is under contract or purchase order. This insurance will be placed with an insurer licensed to do business in the State of Michigan and rated no less than A X; by AM Best	\$5,000,000 <b>(Professional Liability Amount)</b> Per Occurrence and in the Aggregate annually.

### 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

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

### Certificates of Insurance

## Schedule B

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.





*Hilberry Gateway Design Services*  
WSU Project No. 189-178578

## **Schedule C.1 Level of Effort Table**

(download separately from the Website)

[http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html)





**SCHEDULE D - SUMMARY QUESTIONNAIRE**

	YES	ALTERNATIVE
1. Does your company agree to provide a minimum of <b>3 references</b> to the University <b>upon request</b> , with specific contact names and phone numbers?	_____	_____
2. Did you attend <b>the mandatory Pre-Proposal meeting on February 18, 2016?</b>	_____	_____
3. If awarded a contract, will your company provide a certificate of insurance to meet or exceed all our minimum requirements?	_____	_____
4. Did your company provide the required Proposal Certification, Non- Collusion Affidavit and Vendor Acknowledgement, <b>Schedule A?</b>	_____	_____
5. Did your company complete and provide the Summary <b>Price Schedule C</b> , and submit it electronically to <b>rfp@wayne.edu?</b>	_____	_____
6. Please complete the following questions:		
7. Total number of employees in your company	_____	
8. Total years in business with this company name	_____	
9. Does your company agree to provide financial reports to the University <b>upon request?</b>	_____	_____
10. Does your company agree to allow the UNIVERSITY to audit your books pertaining to the UNIVERSITY account?	_____	_____
11. Are there any conflicts of interest in doing business with the University?	____ <b>Yes</b> ____ <b>No</b>	

9. **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: \_\_\_\_\_



***Hilberry Gateway Design Services***  
**WSU Project No. 189-178578**

Signature

---

Typed Name

---

---

(Title)

---

(Date)



## **APPENDICES**

<u>Appendix 1,</u>	WSU Campus Map / Available Parking
<u>Appendix 2,</u>	Project Site Map
<u>Appendix 3,</u>	WSU Contract for Design Professional Service
<u>Appendix 4,</u>	Drawings



## **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://purchasing.wayne.edu/cash\\_and\\_credit\\_card\\_lots.php](http://purchasing.wayne.edu/cash_and_credit_card_lots.php)**



**APPENDIX 2**

**REGISTRATION/INTENT FORM**

**RFP: RFP Hilberry Gateway Design Services /Valerie Kreher**

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, **February 18, 2016 at 10:00 AM** and your intent to submit a proposal for the services listed. Please type or print the information requested below, then **email to attention Valerie Kreher at rfpteam2@wayne.edu by, February 17, 2016, 12:00 noon.**

**VENDOR Name:** \_\_\_\_\_

**VENDOR Address:** \_\_\_\_\_

\_\_\_\_\_

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

**Telephone:** (        ) \_\_\_\_\_

**Fax:** (        ) \_\_\_\_\_

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

**YES** \_\_\_\_\_ **I will be attending the mandatory Pre-proposal meeting on February 18, 2016**

**Location:** Hilberry Theatre  
4743 Cass, Detroit MI 48201,  
Theatre  
Detroit, MI 48202

**Time:** 10:00 AM

**NO** \_\_\_\_\_ **I will not participate in the Request for Proposal and will not be present at the meeting.**

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

Thank you for interest shown in working with Wayne State University.

**Valerie Kreher**  
**Senior Buyer**



**APPENDIX 3**

**CONTRACT FOR DESIGN PROFESSIONAL  
SERVICES PROFESSIONAL SERVICES**

**CONTRACT TEMPLATE**



**CONTRACT FOR DESIGN PROFESSIONAL SERVICES  
FOR PROJECTS ORIENTED ACCORDING TO  
CONSTRUCTION MANAGEMENT**

Executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Board of Governors of Wayne State University (University) Detroit, Michigan 48202

and

**CM FIRM NAME**  
**CM ADDRESS**

regarding

**WSU PROJECT NAME**  
**WSU Project No.**

**Recitals**

The University desires to retain the Design Professional to perform professional services on the terms hereinafter set forth, and the Design Professional desires to perform said services for the University. In choosing to retain the Design Professional under this Agreement, the University is relying upon the reputation of the Design Professional and upon the Design Professional's material representations to the University that it is fully qualified and has the expertise, experience, qualifications and fitness to perform the services hereunder.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:





**INDEX**

<b><u>Section</u></b>	<b><u>Title/Subtitle</u></b>	<b><u>PAGE</u></b>
1.00	DESIGN PROFESSIONAL RESPONSIBILITIES	4
1.01	Scope of Work	4
1.02	Labor and Services	4
1.03	Time of Completion	4
1.04	Drawings, Plans and Specifications	5
1.05	Cooperation with Construction Manager	5
1.06	Guaranteed Maximum Price	5
1.07	Design Development, Construction Documents and Iterative Probable Construction Cost Estimates	5
1.08	Consultation	6
1.09	Certification for Payment	6
1.10	Other Provisions of the Agreement	6
2.00	COMPENSATION AND METHOD OF PAYMENT	7
2.01	Fee	7
2.02	Invoices	7
2.03	Payment	7
3.00	PERFORMANCE	7
3.01	Scope of Services	7
3.02	Governmental Licenses	8
3.03	Failure to Comply With Agreement	8
3.04	Rejection of Design Professional's Work	8
4.00	OWNERSHIP OF DOCUMENTS	8
4.01	Property of University	8
4.02	Modifications to Documents After Completion of Project	9
5.00	CONFIDENTIALITY	9
5.01	Definition	9
5.02	Disclosure to Employees	9
5.03	Period of Confidentiality	9
6.00	SAFETY AND SECURITY	10
7.00	INDEMNIFICATION	10
8.00	INSURANCE	10
8.01	Coverage	10
8.02	Design Professional Insurance as Primary	11
8.03	Consultant Insurance	11
9.00	AUDITS AND RECORDS	11
10.00	TERMINATION	11
10.01	Termination With/Without Cause	11



10.02	Payment Upon Termination	12
11.00	NOTICES	12
12.00	NONASSIGNMENT	12
13.00	DISPUTE RESOLUTION	12
13.01	Jurisdiction	12
13.02	Review	12
13.04	Continuation of Services During Dispute Resolution	13
14.00	MISCELLANEOUS	13
14.01	Provisions Surviving Termination of Agreement	13
14.02	Written Communications	13
14.03	Interference/Interruption of University Operations	13
14.04	Choice of Law/Standard of Care	13
14.05	Waiver of Compliance	14
14.06	Modification of Agreement	14
14.07	Contract Provisions	14
14.08	Independent Contractor	14
14.09	Conflicts with Proposal	14
15.00	NONDISCRIMINATION	14



## **1.00 DESIGN PROFESSIONAL RESPONSIBILITIES**

### **1.01 Scope of Work**

The Design Professional shall provide all necessary architectural, engineering and design services normally and customarily furnished and reasonably necessary for the **INSERT BRIEF PROJECT SCOPE DESCRIPTION**

### **1.02 Labor and Services**

The Design Professional shall provide, furnish and perform all necessary services and furnish all necessary supplies, materials and equipment required to design the Work in accordance with this Agreement. The Design Professional shall exercise its professional standard of care to ensure that all designs developed comply with applicable laws, statutes, codes, ordinances, orders, rules and regulations in effect as of the execution of this Agreement. The Design Professional shall utilize and employ consultants to prepare the program, design, and construction documents, and provide construction administration service as defined in the Proposal attached hereto as Exhibit A. In the case of conflicts between this Agreement and the Design Professional's Proposal, the language of this Agreement shall prevail. All consultants to be utilized by the Design Professional shall be subject to the approval of the University.

### **1.03 Time of Completion**

The Design Professional shall endeavor to comply with the mutually agreed upon Master Project Schedules prepared by the Construction Manager, University, and Design Professional, and shall produce and submit programs, design and construction documents accordingly. The Design Professional shall perform all of its obligations and responsibilities expeditiously and so as not to cause delay in the completion of the Master Project Schedule. The Design Professional shall not be responsible for delays resulting from actions of the Construction Manager or the University.

The Design Professional shall commence the Scope of Work upon receipt of a fully executed Agreement, and shall complete the Scope of Work in accordance with the time schedule herein defined.

- A. Program Statement by: **INSERT DATE**
- B. Schematic Design and Outline Specifications by: **INSERT DATE**
- C. Design Development by: April 26, 2013
- D. The Design Professional acknowledges the responsibility it has to work cooperatively with the Construction Manager to generate the Guaranteed Maximum Price ("GMP"). Toward that end, all parties will endeavor to develop the GMP by: **INSERT DATE**
- E. Construction Documents:
  - Bid Package No. 1: **INSERT DESCRIPTION AND DATE**
  - Bid Package No. 2: **INSERT DESCRIPTION AND DATE**
  - Bid Package No. 3: **INSERT DESCRIPTION AND DATE**
  - Bid Package No. 4: **INSERT DESCRIPTION AND DATE**
- F. Substantial Completion by: **INSERT DATE**
- G. Punchlist Completion by: **INSERT DATE**
- H. Final Completion by: **INSERT DATE**

### **1.04 Drawings, Plans and Specifications**

The Design Professional shall advise the Construction Manager of the development of the plans, specifications and other documents by the Design Professional, and shall permit the Construction Manager to make such recommendations as may be appropriate in order to conform to the GMP Scope of Work and the University's interests. The Design Professional shall furnish the drawings and details in an appropriate scale, or as defined by the University.



#### **1.05 Cooperation with Construction Manager**

The Design Professional shall perform all services required under this Agreement in cooperation with and in conjunction with the Construction Manager. The Design Professional acknowledges that it has read and understands the roles, responsibilities, risks and obligations of the Construction Manager's Agreement, and that while it is not incorporated herein, the Design Professional will do everything within its power to ensure the successful performance of the Construction Manager and the University. The parties intend that the relationships between the Construction Manager, the Design Professional and the University function in the spirit of mutual cooperation and respect in order to promote efficiency and cooperation between all the parties.

#### **1.06 Guaranteed Maximum Price**

The Design Professional understands and agrees that it shall cooperate with the Construction Manager and shall provide necessary information to assist the Construction Manager in establishing the construction budget and GMP for the Project. The Design Professional agrees to provide the necessary and required professional services under this Agreement in order to generate and comply with the GMP. The Design Professional shall supply information as needed in order that the Construction Manager may accurately price and construct the Work within the limits of the construction budget and GMP.

#### **1.07 Schematic Design, Design Development, Construction Documents, Construction Budget Development and Getting to GMP**

The Design Professional shall provide plans, drawings and specifications to the Construction Manager and the University according to the schedule requirements of Article 1.03 – Time of Completion. Using the Schematic Design documents, the Construction Manager will review the documents as to practicality and constructability, and will develop a construction cost estimate that will become the basis of the Project budget. Unless adjusted by the University, the construction cost allowance shall be fixed at **INSERT DOLLAR VALUE OF ALLOWANCE**. Once the construction budget is established, the Design Professional shall continue to generate Design Development documents which the Construction Manager shall use to validate its consistency with the construction budget and to finalize the GMP to construct the Project. After acceptance and approval of the GMP by the University, the Design Professional shall develop all necessary construction documents for the Construction Manager's use to build the Project.

As design phase activities progress the Construction Manager shall iteratively estimate the construction costs as described, and shall report its findings and recommendations to the University. If, during this process, the Construction Manager reports that the evolving designed scope exceeds the allowance of the construction budget or the GMP, and the University does not authorize an increase in the construction budget or the GMP, the University may at its sole discretion order revisions to the plans, drawings and specification, and the Design Professional shall make such revisions as may be necessary for no additional compensation to keep the Project within the limits of the construction budget or GMP. It is understood and accepted that the University, Design Professional, and Construction Manager will sign-off acknowledging the acceptability of the various iterations of scope defined and probable cost throughout the duration of the Project. The Design Professional shall be compensated for the direct incremental cost associated with required revisions after design details had been previously accepted and approved by the University and Construction Manager. The term "direct incremental cost" for the purpose of this paragraph shall mean only those personnel costs associated with salaries or wages paid to persons performing work on the Project, and does not include fringe benefits, bonuses, mark-up, burden or any element of overhead and profit.

#### **1.08 Consultation**

The Design Professional and the Construction Manager shall advise and consult with the University during the Construction Phase.



### **1.09 Certification of Construction Manager's Application for Payment**

The issuance of a Certified Application for Payment shall constitute a representation by the Design Professional to the University that, based on the Design Professional's observations at the site and on the data comprising the Construction Manager's Application for Payment, Work has progressed to the point indicated; to the best of the Design Professional's knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and the Construction Manager and Trade Contractors are entitled to payment in the amount certified.

### **1.10 Other Provisions of the Agreement**

While the General Conditions of Construction and Supplementary General Conditions for Construction of the Contract deal principally with the responsibilities and obligations of the Construction Manager, it is understood and acknowledged that they also define requirements for the Design Professional's performance. As a result the General Conditions of Construction and Supplementary General Conditions for Construction of the Contract pertaining to this Project are expressly incorporated into this Agreement. It is expressly understood that the Design Professional is not responsible for the construction of the Work.

## **2.00 COMPENSATION AND METHOD OF PAYMENT**

### **2.01 Fee**

The University shall pay the Design Professional for its services under this agreement a lump sum amount of **INSERT DOLLAR VALUE IN WORDS** dollars (\$**INSERT DOLLAR VALUE IN NUMBERS**) and an amount for reimbursables not to exceed **INSERT DOLLAR VALUE IN WORDS** dollars (\$**INSERT DOLLAR VAULE IN NUMBERS**). Any amounts previously invoiced by the Design Professional for this Project under the interim purchase order shall be applied toward this fee.

**IN THE EVENT COMPENSATION IS TO BE A PERCENTAGE OF THE FINAL ADJUSTED COST OF CONSTRUCTION, PROPOSE ALTERATE LANGUAGE AND DELETE THIS NOTE**

### **2.02 Invoices**

The Design Professional shall submit invoices to the University on a monthly basis. These invoices shall be in the form and detail as required by the University and shall be based on a percentage of completion of the services provided. The Design Professional shall not be entitled to payment until the Design Professional has provided a sworn statement and lien waivers from the Design Professional and any of the Design Professional's consultants, certifying payments made through the most recent invoice. Reimbursables shall be listed by category. The Design Professional shall maintain at its office sufficient records to fully support each invoice. Such records shall be available for inspection during normal working hours by the University or its designee.

### **2.03 Payment**

Within thirty (30) days of receipt of an invoice with all required supporting documentation, including lien waivers and sworn statements, the University shall pay the invoice. The University shall be entitled to withhold payment of any portion of an invoice that is in dispute until the disputed item is resolved. The Design Professional shall continue rendering any services required or necessary under this Agreement during the pendency of any dispute. All disputes shall be submitted first to the Associate Vice President of Facilities Planning and Management, and if thereafter unresolved, to the Vice President of Finance and Business Operations of the University for resolution; any decision shall be binding and final unless objected to within thirty (30) days of the decision as provided in Section 13 of this Agreement.

## **3.00 PERFORMANCE**

### **3.01 Scope of Services**



All services provided by the Design Professional shall be performed in a reasonably prompt manner and shall be in accordance with the professional skill and care ordinarily provided by Design Professionals practicing in the same or similar locality on the type of Project contemplated by this Agreement, and the Design Professional shall be responsible for all services provided pursuant to this Agreement whether such services are provided directly by the Design Professional or by any consultants hired by the Design Professional. The Design Professional shall perform all duties and services and make all decisions called for in this Agreement promptly and without unreasonable delay and will give this Project such priority in its office as is necessary to timely and properly perform the services required in this Agreement.

### **3.02 Governmental Licenses**

The Design Professional shall maintain any and all necessary governmental licenses, certificates, and approvals which are required of the Design Professional for the performance of its duties under this Agreement, and all such required licenses, certificates, and approvals shall be maintained in full force and effect throughout the term of this Agreement.

### **3.03 Failure to Comply with Agreement**

In the event that the Design Professional fails to comply with any portion of this Agreement, the Design Professional shall, without additional compensation, promptly correct to the satisfaction of the University those services which are not in compliance. This will in no way waive any additional rights or remedies the parties may have under Michigan and Federal law.

### **3.04 Rejection of Design Professional's Work**

The University shall have the right to disapprove or reject any portion of the Design Professional's Work on the Project on any reasonable basis including, but not limited to, aesthetics, or that the likely construction cost of the design may render all or any part of the Project infeasible, or that the construction will likely exceed the GMP. The University shall provide such notice promptly. In the event that any portion of the Design Professional's Work is not approved by the University, the Design Professional shall, at the request of the University, revise such work in order to satisfy the University's objections. Any such revisions shall be made without adjustment to the compensation defined herein. Any revisions ordered by the University which had been previously approved by the University and the Construction Manager may result in a negotiated adjustment to the compensation as additional service.

## **4.00 OWNERSHIP OF DOCUMENTS**

### **4.01 Property of University**

All drawings and specifications prepared and furnished by the Design Professional shall become the property of the University upon their approval and payment therefore by the University, or upon the prior termination of the Design Professional's services hereunder, and the Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the University of its full rights of ownership of these documents and materials. It is understood and acknowledged that all drawings and specifications prepared and furnished by the Design Professional pursuant to this contract shall be used only for the current Project and any future work pertaining to this Project at the Project site, including but not limited to repair work, renovations or alterations.

### **4.02 Modifications to Documents after Completion of Project**

The University agrees to indemnify and hold harmless the Design Professional from any claim, liability or cost (including reasonable attorneys' fees) which results from modifications of the construction documents prepared by the Design Professional by the University after completion of the Project, provided that the Design Professional gives the University immediate notice of any such claims, liability, or cost, is represented by counsel approved by the University, agrees to fully cooperate with the University in defense of such claims, and gives the University full and exclusive control over the defense or settlement of such claims.

## **5.00 CONFIDENTIALITY**



### **5.01 Definition**

The term Confidential Information as used herein means all information and data whether of a technical, engineering, operating or economic nature, supplied to or obtained by the Design Professional during the course of this Agreement, whether in writing, in the form of drawings, orally or by observation.

### **5.02 Disclosure to Employees**

The Design Professional acknowledges and agrees that any information disclosed to it, its employees, agents or other representatives pursuant to this Agreement which is Confidential Information is and shall remain solely the property of the University and shall be maintained in confidence and not revealed to others and shall be used only for the purposes contemplated by this Agreement. The Design Professional further agrees to take all necessary measures to limit disclosure or use of any such confidential information only to such of its employees, agents or other representatives as are essential; any employee, agent or other representative to whom disclosure is made shall likewise maintain and protect the confidentiality thereof in accordance with this Agreement. The Design Professional shall be responsible to ensure that its employees, agents and other representatives preserve the secrecy of such confidential information.

### **5.03 Period of Confidentiality**

The obligations of confidentiality stated in this Agreement with respect to confidential information shall survive the termination of this Agreement for any reason whatsoever and shall continue in full force and effect until the earliest of the following should occur: (a) such confidential information has become available to the general public through no fault of the Design Professional, or (b) such confidential information is received by the Design Professional from third parties who are in lawful possession of such and who by such disclosures are not breaching any obligation owing to WSU, or (c) such confidential information is disclosed by the Design Professional under legal compulsion from any governmental/regulatory agency having jurisdiction to request such information; provided, however, that the Design Professional shall notify the University prior to any such disclosure that confidential information is being disclosed to the governmental/regulatory agency involved.

## **6.00 SAFETY AND SECURITY**

The Design Professional and all of its consultants, employees, and agents performing services in connection with this Agreement shall fully comply with all laws, rules, regulations and other requirements pertaining to safety and security imposed by the University, the Construction Manager, and/or any governmental authority.

## **7.00 INDEMNIFICATION**

To the fullest extent permissible by law, the Design Professional shall indemnify, hold harmless, protect and defend the University as well as its agents, representatives, employees, and subcontractors, against any and all claims, loss, liability, damages, costs, and expenses, including reasonable attorney's fees, to the extent they are caused by the willful or negligent acts, errors or omissions of the Design Professional, and its agents, consultants, employees, representatives or anyone for whom the Design Professional is responsible.

## **8.00 INSURANCE**

### **8.01 Coverage**

The Design Professional, at its cost, shall obtain and maintain the following insurance with respect to its performance under this Agreement:

- (1) Comprehensive General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. Such coverage shall





include contractual liability insurance applicable to the Design Professional's obligations contained in Article 7. Any policy shall name the University as an additional insured.

(2) Comprehensive Automobile Liability Insurance (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and Five Hundred Thousand Dollars (\$500,000) per occurrence for property damage. Any policy shall name the University an additional insured.

(3) Professional Liability Insurance (Errors and Omissions) in an amount of not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate. Tail-coverage shall be provided for claims made after final completion.

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

## **8.02 Design Professional Insurance Primary**

Such insurance shall include coverage for the Design Professional and those for whom the Design Professional may be responsible, shall cover claims and losses occurring during or at any time after the term of this Agreement and shall otherwise be to the reasonable satisfaction of the University. Such liability coverage, where applicable, shall be primary to any insurance maintained by the University. The Design Professional shall provide the University with documentation sufficient to evidence such insurance coverage, and shall require its insurers to immediately notify the University in writing of any proposed change, non-renewal or cancellation of such insurance or if the amount of the aggregate available for claims by the University falls below the amounts set forth above.

## **8.03 Consultant Insurance**

The Design Professional shall require that any and all consultants engaged or employed by the Design Professional carry and maintain similar insurance and coverages as defined in Article 8.01.

## **9.00 AUDITS AND RECORDS**

The University shall have the right to audit the monies expended or obligations incurred by the Design Professional, including all books, records, and all other documents related to services performed under this Agreement. Such information shall be available and open to review, inspection and audit by the University's personnel and by the University's designated certified public accountant, at the place or places where such records, books and other documents are kept at all reasonable times for a minimum of sixty (60) months from the date of Substantial Completion. The Design Professional shall provide in all of its contracts, agreements, or retainers with consultants that the University shall have the right to audit all source documentation of consultant's compensation.

## **10.00 TERMINATION**

### **10.01 Termination with/without Cause**

The University reserves the right to terminate this Agreement at any time, with or without cause. In the event that this Agreement is terminated without cause and for the convenience of the University, the Design Professional shall be compensated in accordance with Paragraph 10.02. In the event that this Agreement is terminated with cause, the University shall be entitled to retain whatever amount is remaining unpaid to the Design Professional under this Agreement in order to correct the cause for termination; such action is in addition to any other right or remedy which the University may have.

The Design Professional may terminate this agreement if the Work is stopped for a period of 60 days through no act or fault of the Design Professional or its sub-consultants or their agents or employees or any other persons performing portions of Design Professional's responsibility under contract with the Design Professional, for any of the following reasons: (1) issuance of an order of a court or other public authority having jurisdiction; (2) an act of government, such as a declaration of national emergency, making material unavailable; (3) if repeated suspensions, delays or interruptions



by the University constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

If one of the above reasons exists, the Design Professional may, upon seven additional days' written notice to the University, terminate this Agreement and recover from the University payment for services rendered to-date in accordance with section 10.02.

#### **10.02 Payment Upon Termination**

Upon termination, the University shall reimburse the Design Professional for all actual expenses and charges outstanding at the time of termination. In addition, the University shall pay the Design Professional cancellation charges applying to materials and/or equipment on order and/or rental at the time of termination which cannot be cancelled. The University shall have no further liability to the Design Professional for any fees, costs or expenses. The Design Professional shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

#### **11.00 NOTICES**

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

#### **12.00 NONASSIGNMENT**

The University has entered into this Agreement in order to receive the professional services of the Design Professional. The Design Professional will not make any assignment, by operation of law or otherwise, of all or any portion of the services required under this Agreement without first obtaining the written consent of the University .

The rights and obligations of the University hereunder shall inure to the benefit of, and shall be binding upon, the successors and assigns of the University.

#### **13.00 DISPUTE RESOLUTION**

##### **13.01 Jurisdiction**

Jurisdiction over all claims, disputes, and other matters in question arising out of or relating to this contract or the breach thereof, shall rest in the Court of Claims of the State of Michigan. No provision of this agreement may be construed as Wayne State University's consent to submit any claim dispute or other matter in question for dispute resolution pursuant to any arbitration or mediation process, whether or not provisions for dispute resolution are included in a document which has been incorporated by reference into this agreement.

##### **13.02 Review**

In any claim or dispute by the Design Professional against the University, which cannot be resolved by negotiation, the Design Professional shall first submit the dispute in writing for an administrative decision by the University's Associate Vice President of Facilities Planning and Management, and if thereafter still unresolved, to the Vice President for Finance and Business Operations, within 30 days of the end of negotiations. Any decision of the Vice President shall be made within 45 days of receipt from the Design Professional and is final unless it is challenged by the Design Professional by filing a lawsuit in the Court of Claims of the State of Michigan within one year of the issuance of the decision. The Design Professional agrees that appeal to the Vice President is a condition precedent to filing suit in the Michigan Court of Claims. The parties may mutually agree at any point in the dispute resolution process to participate in non-binding mediation.

##### **13.03 Continuation of Services During Dispute Resolution**



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

## **14.00 MISCELLANEOUS**

### **14.01 Provisions Surviving Termination of Agreement**

The terms and provisions of Article 4, entitled "Ownership of Documents", Article 5, entitled "Confidentiality", Article 7, entitled "Indemnification", Article 8, entitled "Insurance", and Article 9, entitled "Audits and Records", shall survive the termination of this Agreement, howsoever brought about.

### **14.02 Written Communications**

All written communications from the Design Professional shall be addressed to the University. The Design Professional shall only take instructions from the person or persons who from time to time are authorized in writing by the University to give the same.

### **14.03 Interference/Interruption of University Operations**

The services shall be performed by the Design Professional in such a manner and at such a time so as not to interfere with or interrupt the operations of the University.

### **14.04 Choice of Law/Standard of Care**

This Agreement shall be subject to and governed by the laws of the State of Michigan. The Design Professional shall exercise the skill and care ordinarily provided by a design professional practicing in the same or similar locality on projects of similar size, scope and complexity in its efforts to comply with all applicable local, county, state, and federal codes, rules, regulations, and orders, in effect as of the date of the execution of this Agreement.

### **14.05 Waiver of Compliance**

Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

### **14.06 Modification of Agreement**

This Agreement may not be modified except by written amendment executed by the parties hereto.

### **14.07 Contract Provisions**

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. This Agreement supersedes all previous agreements between the University and the Design Professional concerning this work. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same Agreement.

### **14.08 Independent Contractor**

In the performance of the services under this Agreement, the Design Professional shall be an independent contractor, maintaining complete control of Design Professional's personnel, subcontractors, and operations. As such, the Design Professional shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes, and any similar taxes relating to the performance of this Agreement. The Design



Professional, its employees and agents, shall in no way be regarded nor shall they act as agents or employees of the University.

#### **14.09 Conflicts with Proposal**

In the event that any term or provision of this Agreement conflicts with any other provision of the attached proposal, this Agreement shall control.

#### **15.00 NONDISCRIMINATION**

The Design Professional covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical handicap, unless pursuant to a bonafide occupational qualifications. Breach of this covenant shall be considered a material breach of the contract. By acceptance of this order, the Design Professional certifies that it will comply with all applicable provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) the Elliott Larsen Civil Rights Act, being 1976 PA 453, as amended, the Persons with Disabilities Act being 1976 PA 220, as amended and implementing regulations at 41 CFR Chapter 60.

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

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

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

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

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

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

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

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



## **APPENDIX 4**

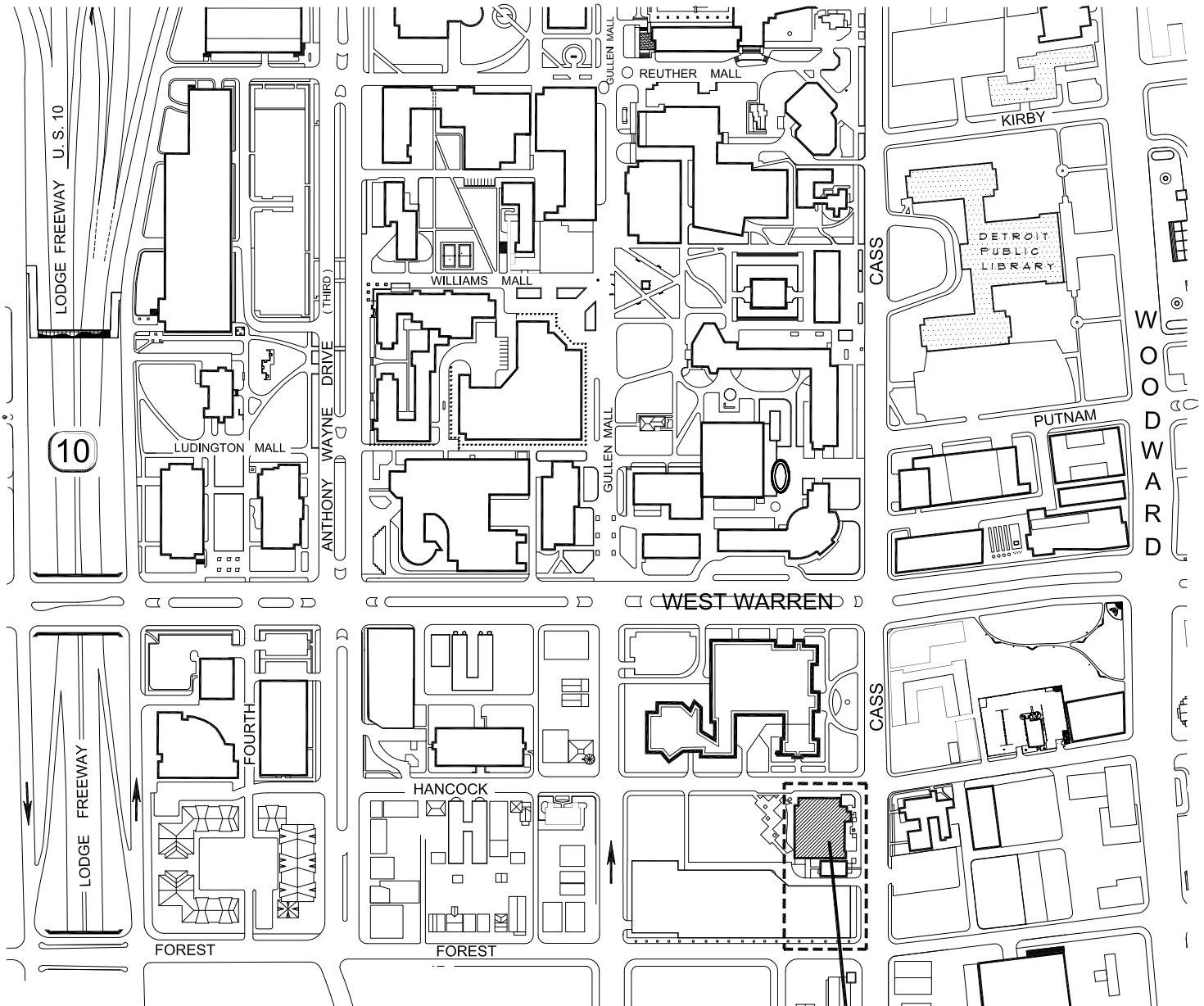
### **DRAWINGS**

**See web site:**

***[http://www.forms.purchasing.wayne.edu/Building\\_Design.html](http://www.forms.purchasing.wayne.edu/Building_Design.html)***



# The Hilberry Gateway Project



**WAYNE STATE  
UNIVERSITY**

Detroit, Michigan



WSU Project # 189-178578  
Feb. 11, 2016

Hilberry Theater  
4743 Cass Avenue





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



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





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



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





PHOTO 5 View looking through main lobby.



PHOTO 6 View looking at lobby stair.





PHOTO 9 View overlooking main house.

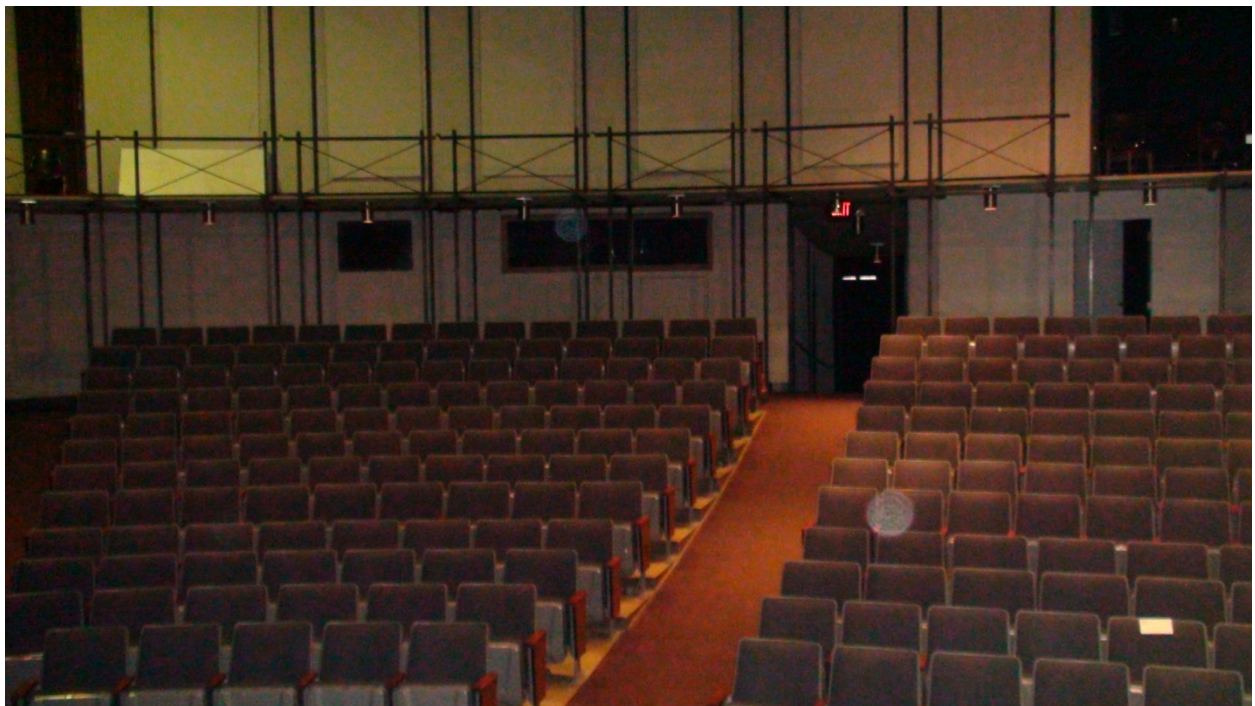


PHOTO 10 View looking at main house seating





PHOTO 11 View looking at main house stage.



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





PHOTO 7 View looking at lobby Ticket Office.



PHOTO 8 View looking at upper lobby/multipurpose space.