Division of Finance and Business Operations

Request for Proposal for
Construction Management Services for the
Wayne State University
Arena Project

WSU Project No. 100-323186

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June 14, 2019
Table of Contents

I. INSTRUCTIONS TO CONSTRUCTION MANAGEMENT PROFESSIONAL: ERROR! BOOKMARK NOT DEFINED. 
II. MINIMUM REQUIREMENTS FOR RFP SUBMITTAL: ................................................................. 2
III. RFP SCHEDULE: .................................................................................................................. 3
IV. PROJECT SCOPE: ERROR! BOOKMARK NOT DEFINED.
V. ARENA PROJECT BACKGROUND AND DESCRIPTION: .................................................. 3
VI. PROJECT BUDGET: ............................................................................................................. 4
VII. PROJECT SCHEDULE: ........................................................................................................ 4
VIII. PROJECT DELIVERY METHOD: ...................................................................................... 4
IX. CONSTRUCTION MANAGER DELIVERABLES AND SERVICES: .................................. 5
X. PROPOSAL REQUIREMENTS: ............................................................................................ 7
XI. CONSTRUCTION MANAGER SELECTION PROCESS AND EVALUATION CRITERIA: ...... 11
XII. WSU WAGE RATE POLICY: ............................................................................................. 12
XIII. SCHEDULES TO BE SUBMITTED WITH VENDOR PROPOSAL: ................................. 13
    Schedule A – Acknowledgements, Certification, Affidavit Forms: ERROR! BOOKMARK NOT DEFINED.
    Schedule B – Insurance Requirements ................................................................................ 17
    Schedule C1 – Fee Proposal Form ....................................................................................... 19
    Schedule C.2a – Level of Effort Table for CM ................................................................. 20
    Schedule C.2b – General Conditions ................................................................................. 21
    Schedule D – Summary Questionnaire ............................................................................. 23

Sample Construction Manager Contract and Appendices No. 1 – 7 as referenced herein are a separate document.
I. Instructions to Construction Management Professional:

Wayne State University (WSU and University) invites firms to submit proposals to provide complete Construction Management services for the construction and occupancy of the Arena Project.

This Request for Proposal (RFP) defines the requirements and expectations for the Construction Management services, provides information to define the project, the expected contract environment, and guidelines for preparing proposals for the University’s use in selecting a Construction Manager for the project. If you are interested in participating in this process, please use our online registration form at

https://forms.wayne.edu/5aa587e3de04c#form-9162. Use this form to indicate your attendance at our mandatory Pre-proposal meeting to be held on, June 21, 2019 at 1 pm and your intent to submit a proposal for the services listed.

Proposals Due: Sealed proposals will be received at the office of the Procurement & Strategic Sourcing by electronic submission on the Bid Due Date and Time stated in RFP schedule. The link for bid submission will be posted with the bid details at http://go.wayne.edu/bids beginning June 10, 2019. Vendors are strongly encouraged to combine bid documents into one PDF for the ease of distribution within the University, and to ensure no portion of your response is inadvertently omitted in transmission to the University or internally to the end user department.

Proposals received after the time stated in the RFP schedule will be rejected.

Be sure your subject line reads “(company name) RFP Arena Project Response.” The electronic submission should be limited to no more than one of each of the following file types: one Word Document or one Excel Workbook, with a total file size less than 20 megabytes. If your submission was sent correctly, you will receive an auto-reply message acknowledging receipt of your proposal. If you do not receive an auto-reply message, check the address you used and resubmit your proposal.

All inquiries regarding this RFP shall be made in writing and submitted by e-mail to Kimberly Tomaszewski at ac9934@wayne.edu, per the project schedule. Inquiries directed to other University personnel may result in disqualification.

II. Minimum Requirements for RFP Submittal:

The following shall be considered the minimum criteria in order to meet pre-qualification requirements for RFP submittal. Construction Management Firms that do not meet these minimum requirements may be deemed non-responsive and rejected.

1. The Construction Manager must be able to provide a minimum of (3) three similar athletic projects the proposed team has worked on in the past 15 years. Indicate if the team member project experience was with another firm.
2. The Construction Manager must be able to provide a minimum of (5) five higher educational projects with a construction value of $15 million or greater within the last 15 years.
3. The Construction Manager must have an Experience Modification Rate (E.M.R.) safety rating of 0.9 or less.
4. The Construction Manager must be able to provide a minimum of (3) three design/assist engagements.
III. RFP Schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time/Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of the RFP</td>
<td>June 14, 2019</td>
</tr>
<tr>
<td>Registration</td>
<td>June 21, 2019 by 4:00 p.m. Email form to Kimberly Tomaszewski at <a href="mailto:ac9934@wayne.edu">ac9934@wayne.edu</a></td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting</td>
<td>June 21, 2019 at 1:00 pm at the Old Main, Room 1119, located at 4841 Cass Avenue, Detroit, MI 48202</td>
</tr>
<tr>
<td>Registration</td>
<td></td>
</tr>
<tr>
<td>Final Day for Questions</td>
<td>July 01, 2019 by 4:00 p.m. to: Kimberly Tomaszewski at <a href="mailto:ac9934@wayne.edu">ac9934@wayne.edu</a></td>
</tr>
<tr>
<td>RFP Due (Electronic Submission)</td>
<td>July 10, 2019, by 2:00 p.m. <a href="https://forms.wayne.edu/5cd96a0b6e1ca">link</a></td>
</tr>
<tr>
<td>Short List Announced</td>
<td>July 15, 2019</td>
</tr>
<tr>
<td>Interviews</td>
<td>July 16-17, 2019</td>
</tr>
<tr>
<td>Selection</td>
<td>Week of July 22, 2019</td>
</tr>
<tr>
<td>Contract Negotiations and Execution</td>
<td>Week of July 29, 2019</td>
</tr>
<tr>
<td>Conduct and Complete Project</td>
<td>As stated in final contract</td>
</tr>
<tr>
<td>Deliverables</td>
<td></td>
</tr>
</tbody>
</table>

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

IV. Project Scope:

WSU has partnered with the Detroit Pistons to seek proposals for Construction Management at Risk services for a new arena and practice venue dedicated to the sport of basketball. The facility will be used by WSU’s men’s and women’s basketball teams and the Pistons’ sponsored G League team for games and practices as well as a player training facility.

The University has selected the design firm Rossetti Architects to provide complete design services as the design professional for the project team. The CM and design professional will work together with University representatives through all phases of this project. The Construction Management services requested in this proposal will include complete pre-construction services and full construction services to deliver the completed project.

V. Arena Project Background and Description:

The facility contains approximately 68,500 square feet with the entry and concourse level on-grade with a below grade court level. The arena will be built to accommodate approximately 3,000 spectators. The completed program and conceptual design contains the following design features:

- Below grade sports court and support spaces. Court level program areas will include practice courts and competition court
- Dedicated lockers for WSU’s men’s and women’s basketball teams
- G League home lockers and coaches area
- Courts for practice use (includes competition court)
- Retractable arena configuration seating for use with single competition court
- Office areas for WSU’s men’s and women’s coaches
- Visiting team areas (team lockers, coaches)
- Officials’ locker rooms
- Laundry & equipment/uniform storage
- Grade-level concourse
- Ticketing & concessions
- Court storage
- Guest service/first aid
- LEED silver certification

VI. Project Budget:
The CM will work with the design team and the Project Team to develop the final program and building design. For the purposes of this proposal, a Project total cost of $25,000,000 will be presumed. The **Construction Cost of Work** is $18,200,000 (exclusive of CM overhead and profit). Firms shall submit one proposal basing their fees, general conditions, and project management costs on the budget numbers provided and the proposed schedule.

Once the budget is set and a guaranteed maximum price (GMP) is established after 100% Design Development has been completed, the design professionals will be expected to design solutions within this budget allowance and work with the Project team through all phases of the Project to ensure the Project budget is maintained. The CM will be expected to work with the design professionals, subcontractors, and the University to refine the chosen design solution, confirm the budget expectations, and deliver the Project within the established GMP.

VII. Project Schedule:
The substantial completion date for the new Arena Project shall be no later than July 16, 2021, to permit occupancy and use of the facility by September 01, 2021.

It is the University’s intent to complete the design and construction of the Arena Project in accordance with the schedule in Appendix 10.

VIII. Project Delivery Method:
The University is inviting proposals for Construction Managers at Risk for completion of pre-construction and construction services.

The University intends that compensation be based on the Cost of Work plus fees within a GMP established at 100% design development. The Construction Manager and the University’s design consultants will work cooperatively and be jointly responsible for the successful completion of the Project, within budget and on schedule.
WSU contracts are provided with the RFP. The CMs are required to review the contracts in their entirely, for both the CM and the design professional. Firms are required to completely define language amendment requests to the Contract Documents within their proposals to prevent contract execution delays. Contract language modifications shall include exact language proposed to be added or deleted. 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 reserves the right to amend the contract at any time before the execution of the contract. It is anticipated that Palace Sports will be added as a third party beneficiary.

IX. Construction Manager Deliverables and Services:

The Construction Manager will:

A. Provide complete project management, site supervision, and administrative support as required to completely deliver pre-construction phase services and construction phase services associated with the Project.

B. Provide pre-construction services including cost estimating, scheduling, constructability review, and value engineering services leading to the provision of a GMP within the available budget. The GMP will be established and be based on 100% completed design development documents. The GMP shall include a list of allowances, clarifications, assumptions, and exclusions. Prepare itemized cost estimates as required until the construction documents are finalized to validate that the scope of work and its estimate cost are within the allowances, clarifications, assumptions, and exclusions of the GMP. See Appendix 3 Scope of Preconstruction Services for full description.

C. Prepare a construction schedule and master project schedule in sufficient detail to define the sequence and overall duration of the Project. Activities shall include all pre-construction phase efforts, establishment of the GMP, the evaluation and bidding of construction document bid packages, critical milestone dates (steel delivery, building enclosure, MEP activation, testing/balancing, and inspections as well as owner-provided activities such as FF&E delivery and installation durations, etc.) to ensure a well-coordinated effort and a successful conclusion.

D. Assist the University and design professionals in optimizing the scope of work and develop value-engineering options as required to maintain a scope of work that is within the University's budget and schedule. At a minimum, this shall be done by participating and attending weekly design review meetings, actively participating in review of constructability and material selection, and conducting cost and schedule impact analyses. Cost estimates will be prepared and presented to the Project team at the conclusion of the Schematic Design, Design Development, and Construction Document phases of design. The CM will further be responsible for reviewing bid documents provided by the design professional at one hundred percent (100%) complete to ensure documents are consistent with the GMP scope and shall be actively involved in providing advice and analyzing value-engineering options regarding materials, methods, systems, schedules, labor, and other conditions affecting construction and contracting.

E. Provide Construction Management services to execute the construction of the Projects on-time and within budget. Efficiently conclude project closeout with subcontractors and financials of the Project.
F. Maintain, update, and submit the Critical Path Method (CPM) construction schedule with each payment application. Clearly define adjustments made to maintain substantial and final completion dates.

G. Provide a complete list of each bid work package, showing its GMP allocation, and provide bid-tab results for review by the University and design professional that include at least three responses per bid work package, that compare results with respect to the GMP allocation. Define any variance from the previous estimate.

H. Provide full-time, on-site staff to plan, manage, and coordinate on-site trade contractor activities. Submit procurement plans for trade contractors. Recommend a minimum of three qualified subcontractors for each work package for approval by the University prior to bidding. Any proposed self-performed work must be acknowledged and approved by the University prior to bidding the work. No more than twenty-five percent (25%) of the dollar value of all trade work shall be bid and/or awarded for work to be self-performed by the CM. Intent to self-perform any trade work must be acknowledged in your response to this RFP. The CM is prohibited from bundling unrelated work scope within bid packages it proposes to self-perform. For all work packages, the University shall participate in review and acceptance of the trade contractor bids. Self-perform work must be competitively bid through the University’s procurement office. Report on M/WBE participation as awards are being recommended.

I. Provide bidding services to solicit, receive, and award trade contracts. The University reserves the right to reject trade contractor bids if it is in the best interest of University to do so.

J. Issue reports and minutes of project meetings during the construction phase. Conduct weekly job meetings and prepare written progress reports monthly that address project budget, schedule, and performance with progress photos, and submit with each pay application. Conduct project meetings for planning, coordination, and payments.

K. Institute and administer procedures for shop drawings and sample submittals for processing. Review trade contractor submittals to ensure compliance with design before presentation to the University and/or design consultant. Submit for review shop drawing and submittal schedule by trade. All items requiring color or finish selections shall be clearly identified. Coordinate all aspects of overhead coordination with trades during the shop drawing phase that result in a comprehensive as-built at the completion of the Project.

L. Monitor, evaluate, and administer change order requests and coordinate University and design consultant approvals. When conducting or considering the submission of change orders, assume agency alliance position with the University and not with the trade contractors of the Project.

M. Prepare and administer payment and cost control procedures, including preparing trade contractor lien waivers and ensure certified payroll documentation is provided as required by the University’s wage requirements (see Section XII).
N. Promptly resolve deficient trade contractor work whenever observed. Prepare incomplete work lists at the substantial completion of each work package and coordinate final inspections and commissioning of completed work with the University, design professional, and regulatory authorities. Assist the University during occupancy including the coordination and connections to University-purchased equipment and furniture installations to electrical, plumbing, and mechanical systems if needed.

O. Provide project closeout documents, including contractor record-field set drawings, as-built drawings and specifications, O&M manuals, RFIs, submittals, bulletins, shop drawings, field logs, warranties, and other project correspondence requested by the University. In addition to specified manufacturers special warranty/guarantee, a standard two-year labor and material warranty applies to the Project.

P. Coordinate, document, and sign off on training of University maintenance personnel on systems and equipment. Video tape training sessions for the University to use for training purposes.

Q. Provide post-construction follow-up for the duration of the longest warranty period by a trade contractor on the Project. Review and submit warranty claims for all systems and equipment.

R. When requested and authorized, consult, advise, and assist the University with special and/or additional services beyond the scope of Construction Management services.

S. Bidders are directed to the Agreement, General Conditions and Supplementary General Conditions for additional contracting details. This RFP shall be incorporated within the Agreement by reference.

T. Communicate with the design professional regarding the LEED certification status of the Project. Prepare and submit a LEED checklist for certification at the conclusion of the Project. LEED Silver Certification is required.

U. The CM will coordinate the engagement of a commissioning agent at the Design Development phase.

V. At the completion of the construction Project, the Construction Manager will provide actual square foot unit construction cost for CSI Division items.

W. The Construction Manager is required to provide a one hundred percent (100%) Payment and Performance (P&P) bond. Subcontractor bonding or double bonding is prohibited.

X. The Construction Manager shall abide by the University’s 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 the University’s main, medical, or extension center campuses. The complete policy can be found at http://wayne.edu/smoke-free/policy/.

X. Proposal Requirements:

All firms responding to this RFP must submit complete responses to the information requested in this section and clearly note any exceptions to any information contained in the RFP and contract documents. Proposals are limited to 35 pages using no less than 11-point font. (This is inclusive of all required documents and schedules. Tab and cover pages do not count in the overall document count.) Proposals will be evaluated based upon established WSU criteria presented in Section XI of this RFP. Proposals should present information in a clear and concise manner, following the format indicated below:
A. Executive Summary:

Provide a one-page narrative describing your understanding of the Project and what unique qualities differentiate your team from others responding to this RFP. Briefly describe your team’s qualifications, experience, and ability to successfully manage this project. List team members by firm name and define their roles for this project. Describe in summary fashion the experience your team has working together, identifying similar projects and contractual relationships between the parties.

B. Firm Overview:

1. Clearly identify contact information of the Project representative designated to receive all RFP information, addenda, or any other official correspondence relating to the Project.

2. If a joint venture, list similar information for each firm and the rationale, previous similar experience, and a summary of the agreement indicating the roles and responsibilities of each party.

3. Furnish your safety E.M.R for the past five years.

4. Provide your firm’s single and aggregate bonding capacity limits.

5. Provide a complete list of committed projects and projected committed projects (within the following 24 months), including the construction project value associated with each, with which your firm will be involved while performing the duties of the construction of the Arena Project, if selected. Provide schedule information for these projects, as is publically available. Explain how your firm’s current and projected workload will allow for effective CM services for the Arena Project.

C. Experience:

1. List three or more projects for which your firm has provided or is providing Construction Management services that are most closely related to this project. This should include projects that contain arenas or athletic complexes with similar types of functional spaces. Provide the owner’s and architect’s contact information for each referenced project. In determining which projects are most related, consider related size, complexity, and logistical challenges.

2. For each of the referenced projects, provide the following information: Owner, architect, original GMP and final construction cost, construction cost per square foot, current phase of development, completion date (planned and actual), contractual arrangement (CMR, D/B, GC, etc.), and owner references with contact information.

D. CM’s Personnel:
1. Name the key personnel (project director, manager, superintendent, engineer, and estimator(s)) who will be part of the proposed construction management team for this project. Discuss the proposed individuals and state your firm’s commitment to maintaining the integrity of the assigned staff throughout the Project. Complete the attached Level of Effort Table for all on-site project staff (Schedule C.2a and C.2b).

2. State past working relationship with proposed team members.

3. Discuss your plans (if any) to involve M/W/DBE firms in the project. Indicate if M/W/DBE firms will be as a joint venture or as a trade contractor. Also indicate your firm’s commitment to M/W/DBE trade contractors as a percentage of the GMP.

E. Project Approach - Project Management, Scheduling, and Changes in the Work:

1. Describe your cost-control methods for the pre-construction and construction phases. Include a description of how estimates are developed and presented to the Project team.

2. Construction projects have changes and additional work during the design and construction phase. Be sure to include how the team will manage and report these changes.

3. Describe how your firm has overcome schedule challenges to deliver the Project on time within the GMP.

4. Describe how your firm will monitor the LEED certification progress and explain detailed strategies that your firm has used to ensure LEED requirements were achieved. This building will require LEED Silver certification.

5. Describe the challenges anticipated in performing the requested services; the impact these challenges will have on quality, cost, and/or schedule; and your proposed solution to address these issues. Present a schedule, detailed sufficiently, to confirm your understanding of the timeline presented in this solicitation and ability to manage the work in order to complete the Project within the specified schedule.

6. Describe your firm’s approach to work force development in light of current labor shortages. What challenges do you see this project encountering?

7. Describe your firm’s past experience with coordinating and constructing pre-engineered buildings.

F. WSU Relationship:

1. State previous projects awarded to your firm by WSU.

2. List value-added items, if any, associated with work completed on WSU projects.

G. Proposed Fee Basis and Fee Proposal:

1. Using the fee proposal form provided, indicate your proposed costs for pre-construction services and Construction Management services including on-site project management staff, general conditions, and overhead and profit (OH&P). Provide a proposed fee structure associated with changes in the work, including markups for your services, and all tiered subcontractors (Schedule C1).
At a minimum, on-site project management staff, general conditions, and overhead and profit shall comprise the following cost elements. If the list presented below excludes a cost element that is important to the project, proposals shall include missed items and draw attention to their inclusion.

- **On-Site Project Management Staff**
  - Project Manager
  - Project Engineer (if recommended)
  - Superintendent
  - On-Site Administrative or Accounting Staff (if recommended)

- **General Conditions Costs** – Costs for all items listed below shall be included in the CM general conditions costs. These items cannot be assigned to subcontractor bid packages. Any and all non-consumable materials purchased by the CM throughout the project shall be turned over to the University upon project completion.
  - Jobsite office trailer
  - Office supplies (no food, beverage, or rentals costs to support the same are allowed)
  - Copy machine – rental only
  - Fax machine – rental only
  - Reproduction costs
  - Unidentifiable debris removal
  - Construction clean-up
  - Project temporary communication utilities (phones, two-way radios)
  - Temporary power, gas, water, and lighting required to construct project
  - Fuel and electric consumption costs will be paid by the University once final utility connections are complete
  - Cost of computers and any other data processing equipment per person (no rentals allowed)
  - Site security and fencing (including dust and wind screens)
  - Postage
  - Office furniture (no rentals or monthly fee allowed)
  - Safety and medical supplies
  - Temporary fire extinguishers
  - Temporary toilets
  - General liability insurance
  - Project signage
  - Performance and payment bonds
  - Builder’s risk insurance
  - On-site CM staff parking
  - Labor costs for general clean up not assigned to subcontractor trades
  - Project-related software expenses are not reimbursable
  - Mileage expenses are not reimbursable

- **Overhead and Profit (CM Fee)**
  - Home Office Personnel/Administration
  - Job Accounting, Payroll, Personnel/HR
  - Procurement not Performed by On-Site personnel
  - Project Director or Executive
  - Profit Margin
  - All home office and administrative expenses shall be included in the O&P rate.
Include with your response to this RFP a detailed list of anticipated general conditions and the associated costs on the attached Schedule 2Cb. List and define any other general conditions assumed by the CM, and identify other general conditions not identified above that will be transferred to the subcontractors or University. Include a one-page example of your typical CSI-formatted estimation document.

On the Schedule C.2a, Level of Effort Work Plan, include billing rates of all personnel who will work on this project, along with estimated hours of each for each phase in a format similar to the sample level of effort work plan provided.

Specify whether the fee covers all services outlined in this RFP and the contract forms and indicate fees for any additional services to be provided for the Project. 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 for those services.

Any exceptions taken to the RFP or the contract documents shall be specifically discussed in the CM proposal. The University reserves the right to request additional information from the CM at any time during the selection process.

XI. Construction Manager Selection Process and Evaluation Criteria:

The University will develop a short list of the firms determined to be most qualified, based on a Criteria-Based Selection process. The short-listed firms will be required to provide a presentation of their team and work plan with the selection committee.

The University will select the CM which it believes meets the needs of the University for completing the Project. The selection will be based on the details contained in the response to the RFP, presentations, and reference checks.

Specifically, the selection committee may review and consider the following, not listed in any particular order:

- Proposals received in response to this RFP and all requests for information associated with this RFP.
- The quality and comprehensiveness of the proposal information.
- The qualifications of the proposed project team and personnel to successfully deliver the Project.
- Experience completing work similar to this scope (athletic and pre-engineered buildings) and proposed construction delivery method.
- Experience constructing projects on higher education campuses.
- Experience working with WSU.
- Experience Modification Rate (E.M.R) for past five years.
- Project approach (pre-construction, construction, quality control, close-out, etc.)
- Bonding capacity and insurance limits.
- A check of references provided by the CM.
- Proposed CM fees and costs (to determine the best value for the University).
- Current workload and availability of resources to complete the work.
- All other qualifications provided, as requested in Section X of this RFP.

The CM is directed to the contracts, general conditions of construction, and supplemental general conditions of construction for a comprehensive understanding of the services, roles, responsibilities, and
risks that will be assigned to each team member. The University reserves the right to contract with any project finalist as deemed to be in the best interest of WSU.

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

Expenses for developing and presenting proposals shall be the entire responsibility of the CM team and shall not be chargeable to the University. All supporting documentation submitted with this proposal will become the property of the University unless otherwise requested by the CM team, in writing, at the time of submission, and agreed to, in writing, by the University.

XII. WSU Wage Rate Policy:

POLICY

Wayne State University requires all project contractors, including subcontractors, who provide labor on University projects to compensate at a rate no less than prevailing wage rates.

The rates of wages and fringe benefits to be paid to each class of laborers and mechanics by each VENDOR and subcontractor(s) (if any) shall be not less than the wage and fringe benefit rates prevailing in Wayne County, Michigan, as determined by the United States Secretary of Labor. Individually contracted labor commonly referred to as “1099 Workers” and subcontractors using 1099 workers are not acceptable for work on any of Wayne State’s properties. Rates for all counties are available at https://www.wdol.gov/, and Procurement will post the schedules quarterly that pertain to Wayne County on its website at http://procurement.wayne.edu/vendors/wage-rates.php.

Certified Payroll must be provided for each of the contractor's or subcontractor's payroll periods for work performed on any University project. Certified Payroll must accompany Pay Applications, and be fully reconciled with the final Pay Application. Failure to provide certified payroll will constitute a material breach of contract, and pay applications will be returned unpaid, and remain unpaid until satisfactory supporting documents are provided.

Additional information can be found on the University Procurement & Strategic Sourcing’s web site at the following URL address: http://procurement.wayne.edu/vendors/wage-rates.php.

PROCEDURE

Construction Bids and other Bids or Proposals for work that includes construction shall contain a Prevailing Wage clause outlining a contractor's responsibilities under University policy. Each bid solicitation shall include reference to the most current prevailing wage schedule that contractors can use when preparing their bids.

When compensation will be paid under prevailing wage requirements, the University shall require the following:

- The contractor shall obtain and keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each laborer and mechanic employed in connection with this contract.

- The contractor shall submit a completed certified payroll document [U.S. Department of Labor Form WH 347] verifying and confirming the prevailing wage and benefits rates for all employees and subcontractors for each payroll period for work performed on this project. The certified payroll form can be downloaded from the Department of Labor website at http://www.dol.gov/whd/forms/wh347.pdf.
• A properly executed sworn statement is required from all tiers of contractors, sub-contractors and suppliers which provide services or product of $10,000.00 or greater. Sworn statements must accompany applications for payment. All listed parties on a sworn statement as a subcontractor must submit Partial or Full Conditional Waivers for the amounts invoiced on the payment application. A copy of the acceptable WSU Sworn Statement and Waiver will be provided to the awarded Construction Manager.

If the VENDOR or subcontractor fails to pay the prevailing rates of wages and fringe benefits and does not cure such failure within 10 days after notice to do so by the UNIVERSITY, the UNIVERSITY shall have the right, at its option, to do any or all of the following:

• Withhold a portion of payments due the VENDOR as may be considered necessary by the UNIVERSITY to pay laborers and mechanics the difference between the rates of wages and fringe benefits required by this contract and the actual wages and fringe benefits paid.

• Terminate the contract and proceed to complete the contract by separate agreement with another vendor or otherwise, in which case the VENDOR and its sureties shall be liable to the UNIVERSITY for any excess costs incurred by the UNIVERSITY.

• Propose to the Director of Purchasing that the Vendor be considered for Debarment in accordance with the University’s Debarment Policy, found on our website at http://policies.wayne.edu/appm/2-8-debarment-policy-on-non-responsible-vendor-in-procurement-transactions.php

Terms identical or substantially similar to this section of this RFP shall be included in any contract or subcontract pertaining to this project.

XIII. Schedules to be Submitted with Vendor Proposal:

Schedule A Vendor Acknowledgement, Proposal Certification, Non-Collusion Affidavit, Conflict of Interest

Schedule B1 Insurance Requirements

Schedule C1 Fee Proposal Form (with base rates for insurance coverage)

Schedule C.2a Level of Effort Work Plan (cost schedule)

Schedule C.2b General Conditions (cost schedule)

Schedule D Summary Questionnaire
Schedule A – Affidavit Forms
Acknowledgements, Proposal Certification, Non-Collusion Affidavit, Conflict of Interest

Arena Project
WSU Project No. Project 100-323186

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 1, “Restricted Services/Exceptions to RFP”
• 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 June 6, 2019, except as noted in Exhibit 1, the “Restricted Services/Exceptions to RFP” section of the Proposal. If there are no modifications, deviations or exceptions, indicate “None” in the box below:

☐ NONE – There are no exceptions to the University’s requirements or terms
☐ YES – Exceptions exist as shown in Exhibit 1, Restricted Services.

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other VENDORS, or with any official of the UNIVERSITY or any employee thereof, or any person, firm or corporation under contract with the UNIVERSITY whereby the VENDOR, in order to induce acceptance of the foregoing Proposal by said UNIVERSITY, has paid or given or is to pay or give to any other
VENDOR or to any of the aforementioned persons anything of value whatever, and that the VENDOR has not, directly or indirectly entered into any arrangement or agreement with any other VENDOR or VENDORS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The VENDOR hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other proposers or potential proposers, or to obtain through any unlawful act an advantage over other proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the UNIVERSITY, nor any employee, or person, whose salary is payable in whole or in part by the UNIVERSITY, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Any notice required under the Agreement shall be personally delivered or mailed by first class or certified mail, with proper postage, prepaid, to the Subject VENDOR at the following address:

Company Name: _________________________________________________________
Address:  _________________________________________________________

Telephone:  (_____)___________________________________________________
Fax:   (_____)___________________________________________________
ATTN:   _________________________________________________________
Tax Payer ID:  _________________________________________________________
Submitted by:  _________________________________________________________
Signature  _________________________________________________________
Typed Name  _________________________________________________________
Its   ____________________________________    ___________________
         (Title)                                                    (Date)

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (T.I.N.), Federal Identification Number, or Social Security Number)
Schedule B – Insurance Requirements  
(Revised 5-2018)

______________________________, 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**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Commercial General Liability (CGL)</strong></td>
<td>$1,000,000 combined single limit per occurrence</td>
</tr>
<tr>
<td>Contractor shall maintain commercial general liability (CGL)</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>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.</td>
<td>Umbrella Liability per occurrence and in the annual aggregate of $5,000,000.</td>
</tr>
<tr>
<td><strong>2. Commercial Automobile Liability (CSL)</strong></td>
<td>$1,000,000 combined single limit</td>
</tr>
<tr>
<td>(including hired and non-owned vehicles)</td>
<td></td>
</tr>
<tr>
<td><strong>3. Workers’ Compensation</strong></td>
<td>$500,000 Statutory-Michigan</td>
</tr>
<tr>
<td>(Employers’ Liability)</td>
<td>$1,000,000 Employer’s Liability</td>
</tr>
<tr>
<td><strong>4. Professional Liability insurance</strong></td>
<td>$10,000,000 per occurrence, $20,000,000 aggregate annually.</td>
</tr>
<tr>
<td>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 Retroactive 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 that A X; by AM Best.</td>
<td></td>
</tr>
<tr>
<td><strong>5. Contractors’ Pollution Liability</strong></td>
<td>$5,000,000 per claim</td>
</tr>
<tr>
<td>Also alternate pricing at $2 million per claim</td>
<td></td>
</tr>
</tbody>
</table>
### Maximum Acceptable Deductibles

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$5,000</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td>0</td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>0</td>
</tr>
<tr>
<td>Property - All Risk</td>
<td>$500</td>
</tr>
</tbody>
</table>

### Coverages

1. All liability policies must be written on an occurrence form of coverage.

2. Comprehensive general liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.

3. The Board of Governors, Wayne State University, and The Detroit Pistons shall be named as an additional insured, but only with respect to accidents arising out of said contract.

### Certificates of Insurance

1. Certificates of Insurance naming Wayne State University / Office of Risk Management as the certificate holder and stating the minimum required 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. Insurance must be issued by a bond/insurance company with an “A rating as denoted in the AM Best Key Rating Guide”.

5. Revised certificates must be forwarded to the Office of Risk Management thirty (30) days prior to the expiration of any insurance coverage listed on the original certificate, as follows:

Wayne State University  
Office of Risk Management  
5700 Cass Avenue, Suite 4622 AAB  
Detroit, MI  48202
Schedule C1 – Fee Proposal Form

WAYNE STATE UNIVERSITY
Arena Project

WSU Project 100-323186

- Preconstruction Phase Services $_________
- Construction Phase Services $_________
  - Project Management Staff $_________
  - General Conditions $_________
    - Payment and Performance Bond $_________
    - General Liability Insurance $_________
    - Pollution Liability Insurance – Base Rate $_________
    - Pollution Liability Insurance – Deducted Alternate $_________
    - Professional Liability Insurance $_________
    - Builders Risk Insurance $_________

Cost of Work, including all CM costs, GC’s $18,200,000
- Overhead and Profit (CM Fee) on Cost of Work $_________
Schedule C.2a – Level of Effort Table for CM
(Cost Schedule)

Download the spreadsheet from the web site at:

http://go.wayne.edu/bids

(see sample below)
Project Name: WSU Arena Project
WSU Project No.: 999-323186
Firm Name: ____________________________

Schedule C.2a - Level of Effort Work Plan for Construction Manager

<table>
<thead>
<tr>
<th>Description</th>
<th>PreConstruction Services</th>
<th>Construction Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hrs</td>
<td>$'s</td>
</tr>
<tr>
<td>Project Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Estimator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIM Coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Site Administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superintendent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Safety Manager)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Define)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Define)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing Rate: $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not to Exceed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL  

|                  | $    |       | $    |       |

|                  |       |       |       |       |
## Schedule C.2b – General Conditions

**Project Name:** WSU Arena Project  
**WSU Project No.:** 999-323186

**Firm Name:**

<table>
<thead>
<tr>
<th>General Conditions</th>
<th>Units</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job-site Trailer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies (no food, beverage, or rentals costs to support the same are allowed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy Machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax Machine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reproduction Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unidentifiable Debris Removal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Clean-up (including dumpsters)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Communication Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Temporary Power and Lighting (Equipment costs only)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary heat equipment and fuel costs to maintain construction schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(winter conditions)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase price for Computers and any other Data Processing Equipment (no rentals allowed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase price for Office Furniture (no rentals or monthly fee allowed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snow removal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Security &amp; Fencing (including dust and wind screens)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expedited Delivery/Postage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Repairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Equipment (as approved by the Owner)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Fire Extinguishers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary Toilets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety &amp; Barricades</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety &amp; Medical Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Signage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Progress Photos as approved by the University</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onsite CM Staff Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor costs for general clean up, not assigned to subcontractor trades</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Cleaning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage expenses (Not allowed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Close Out-documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Bonds and Insurance                                                               |       |          |
| Insurance                                                                         |       |          |
| Performance & Payment Bonds                                                       |       |          |
| Builder’s Risk Insurance                                                          |       |          |
| **Subtotal**                                                                       |       |          |

**GRAND TOTAL**

*Temporary utilities for water and power to be by Owner*
### Schedule D – Summary Questionnaire

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>ALTERNATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Does your Firm meet the minimum criteria for submittal established in Section II?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>2.</td>
<td>Can your company <strong>complete services on or before</strong> June 16, 2021?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>3.</td>
<td>Did you attend the mandatory Pre-Proposal meeting?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>4.</td>
<td>Did your company provide a certificate of insurance to meet or exceed all our minimum requirements?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>5.</td>
<td>Did your company provide the required Acknowledgements, Proposal Certification, Non-Collusion Affidavit and Conflict of Interest forms, <strong>Schedule A</strong>?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>6.</td>
<td>Did your company complete and provide the Fee Proposal Form for Construction Management Services <strong>Schedule C1</strong> and Level of Effort Table for Construction Manager <strong>Schedule C2 (forms C.2a and C.2b)</strong>, and submit it electronically using this link <a href="https://forms.wayne.edu/5cd96a0b6e1ca">https://forms.wayne.edu/5cd96a0b6e1ca</a>?</td>
<td>☐ ☐</td>
</tr>
<tr>
<td>6.</td>
<td>Did your company review all attached (10) ten Appendices?</td>
<td>☐ ☐</td>
</tr>
</tbody>
</table>
| 7. | Please complete the following questions:  
a. Total number of employees in your company  
b. Total years in business with your company name | a. ☐ ☐ b. ☐ ☐ |
| 8. | Does your company agree to provide financial reports to the University **upon request**? | ☐ ☐ |
| 9. | Does your company agree to allow the University to audit your books pertaining to the University account? | ☐ ☐ |
| 10. | Are there any conflicts of interest in doing business with the University? | ☐ Yes ☐ No |
| 11. | Did your company quote services in accordance with the WSU Project Labor Wage Requirements (rev. 11-01-2018) and clearly indicate such in your proposal? | ☐ ☐ |
| 12. | Is the proposed construction Cost of Work budget of $18.1M adequate to construct the proposed building and site? | ☐ ☐ |
| 13. | Is the Project schedule timeline sufficient to construct the proposed building and site? | ☐ ☐ |
**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________

Company Name: _________________________________________________________

Signature: __________________________________________________________________

Typed Name: __________________________________________________________________

Its: _________________________________________________________________________  

(Title)  (Date)