



Division of Finance and Business Operations

Appendices 1 – 7

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



APPENDICES TO CM RFP

Table of Contents

APPENDIX 1 – PRE-BID REGISTRATION FORM	2
APPENDIX 2 – WSU CAMPUS MAP/AVAILABLE PARKING	3
APPENDIX 3 – SCOPE OF PRECONSTRUCTION SERVICES	4
APPENDIX 4 – DESIGN PROFESSIONAL SERVICES CONTRACT.....	8
APPENDIX 5 – PAYMENT PACKAGE DOCUMENT REQUIREMENTS	27
APPENDIX 6 – ROSSETTI ARCHITECTS DOCUMENTS	30
APPENDIX 7 – PROJECT SCHEDULE	31



Appendix 1 – Pre-Bid Registration Form

Please use this form to indicate your attendance at our mandatory Pre-proposal meeting stated in the RFP schedule. Please state your intent to submit a proposal for the services listed. Please type or print the information requested below, then email to Kimberly Tomaszewski at ac9934@wayne.edu by the due date and time stated in the RFP schedule:

VENDOR Name: _____

VENDOR Address: _____

Contact Person: _____

Telephone: () _____

Fax: () _____

E-mail _____

YES _____ **I will be attending the mandatory Pre-proposal meeting stated in the RFP schedule.**

**Location: Old Main
4841 Cass Avenue
Room 1119
Detroit, MI 48202**

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.

Kimberly Tomaszewski
Senior Buyer



Appendix 2 – WSU Campus Map/Available Parking

See web site:

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



Appendix 3 – Scope of Preconstruction Services

General

The Construction Manager's Preconstruction Services shall include construction cost estimating, construction budget control, review of design and construct-ability, value engineering, life-cycle costing, influence the methods and sequence of construction.. Prior to the commencement of Construction Phase services, the Construction Manager shall propose for acceptance by Owner a Guaranteed Maximum Price (GMP) for all construction phase services. Preconstruction Services for this Program will commence upon execution of the contract with the University and will carry through the execution of a GMP. . The Owner reserves the right to make reasonable changes to this schedule as Project requirements dictate.

A. Schedule, Phasing and Logistics Plan Development

1. Based on the Owner's Master Design and Construction Schedule, the Construction Manager shall assist in the development of a Master Preconstruction Schedule beginning with the Schematic Design and continuing through the execution of a GMP. The Preconstruction Schedule will place significant emphasis on the phasing and logistics planning of the Project. It will take into careful consideration areas of the existing and adjacent facilities and site that must remain open during construction.
2. The Preconstruction Schedule will identify the responsibilities among the members of the Project team. Key milestone dates, including, without limitation, for design phases, budget delivery, permit request submission (if required),
3. Additionally, the Preconstruction Schedule should identify long lead items that may require procurement during the terms of this Agreement. Major building equipment items such as boilers, chillers, air handlers, generators, switchgear, etc., may be in this category. The schedule must also identify when architecturally significant Owner Furnished Equipment must be delivered to this Project.
4. The Construction Manager will assist in developing the schedule so that realistic dates can be set and met. The Preconstruction Services Schedule will be distributed to all members of the Project team and monitored on a regular basis during the Design/Preconstruction Services review meetings. It is the responsibility of the Construction Manager to continually emphasize to all members of the Project team that meeting the Preconstruction Services Schedule milestones is the key element in ensuring a timely design phase of the Project, allowing for a prompt construction start date.
5. Concurrent with submission of each Budget Estimate as defined in Section C, below, the Construction Manager shall prepare and submit to the Owner updated Project schedules suitable to the Owner for the Construction Phase of the Project. This schedule shall be updated with each Budget Estimate and shall reflect any revisions in the Budget Estimates, which affect the construction duration. Activity detail on the schedules must directly correspond to the budget line items.
6. Concurrent with the submission of a GMP for any phase of the Work as defined in Section C, below, the Construction Manager shall provide pertinent information and assist in the development of a Master Construction Schedule associated with each particular phase of Work, beginning with the Construction Manager's mobilization and ending with Project Completion/Final Inspection/Occupancy. The strategy of phasing the Project as determined during Preconstruction



should be identified from start through completion on the overall schedule. The schedule shall be developed to represent the current CSI Specification Divisions. The Divisions shall be formatted to reflect bidding and project scopes. It shall have a minimum number of activities, as required to adequately represent to the Owner the complete Scope of Work and define the Project's critical path and associated activities. The format of the Master Construction Schedule will be an expansion of the base line schedule as developed in conjunction with each budget estimate with dependencies indicated on a monthly grid identifying key milestone dates including, without limitation, construction start, phase completion, structural top-out, dry-in, M/E/P rough-in completion, permanent power, conditioned air, metal stud, and drywall completion date and Owner occupancy date.

B. Document Review

1. Design/Preconstruction Services review meetings may be held as often as weekly through the design phase of the Projects and move to biweekly at some periods during the design development. The CM is to be an active participant in these meetings in real time. Meetings shall be held at the Owner's office.
2. The Construction Manager shall develop and maintain an Issues and Answers Log to aid in the prompt transfer of information between all members of the Project team. The log will be monitored and updated on a continual basis and addressed at the review meetings. Unresolved issues are to be identified in each review meeting with follow-up responsibilities and response dates being assigned to the appropriate team members, including the Construction Manager.
3. The Construction Manager shall provide the members of the Project team continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.
4. If necessary in order for the Construction Manager to provide accurate information, it shall, at no additional cost to the Owner, involve the services of outside consultants and/or subcontractors in the review and budgeting of specialized systems such as structural, skin/curtain-wall, equipment, elevators, furnishings, plumbing, fire suppression, mechanical, electrical, utility service connections, pneumatic tube, food service, low voltage, and life safety.

C. Design Budget/Estimates

The Construction Manager shall prepare and submit four (3) formal Budget/Estimates for the Project and/or each sub-component of the Project during the Preconstruction Services Phase.

1. The Construction Manager shall prepare and present to the Owner and the Project team a formal Project Budget/Estimate at the conclusion of Schematic Design. This Budget/Estimate shall be divided into the CSI Divisions as described in Section A6, and allows the Owner to rely upon it as a "maximum target price" of the Project. Estimate shall be structured in an approved format and broken down into units and quantities per work division.
2. The Construction Manager shall prepare and present to the Owner and the Project team a second formal Project Budget/Estimate at the conclusion of Design Development. This second Budget/Estimate shall be a "full take-off estimate" of sufficient substance and detail so the Owner will be able to rely upon as a Guaranteed Maximum Price (GMP) Subsequent to this second Budget/Estimate, the Construction Manager shall have the principal responsibility to assist the Owner and the members of the design team to ensure that the final project cost does not exceed



the GMP. The Construction Manager shall fully engage the Architect and other design team members to ensure that the scope, quality and costs of the Project are aligned, not compromised and within the GMP.

3. The Construction Manager shall prepare and submit a third Budget/Estimate after 90% Construction Document development. This Budget/Estimate shall be a verification that the development of the design has remained within the GMP.
4. After the completion of the Project, CM shall provide actual per-square-foot construction costs for each major CSI Division item.

D. Value (Planning) Engineering

Concurrent with the submission of each Budget/Estimate, the Construction Manager shall submit a detailed list of value engineering options and the associated estimated costs. The Construction Manager shall meet and work with the members of the Project team in the evaluation of the various options and incorporate selected options into the Budget Estimates. The Construction Manager shall participate as a project team member in maximizing the Project value for the Owner.

The Construction Manager will maintain a log of value engineering items considered for the Project, associated cost and schedule impact, the date when the VE item was approved and by whom the item was approved.

E. Equipment Review and Coordination of Direct Owner Contracts

1. The Construction Manager shall assist the Owner in reviewing and budgeting the Owner Furnished Equipment and Furnishings material and installation costs or other items potentially affecting the construction contract, and shall include separately identified budgets or allowances to the extent they are reasonably known, in each Budget Estimate to ensure that all costs are accounted for.
2. When required, the Construction Manager will work with the Owner's Representatives during the Preconstruction Services Phase of the Project to assist the Owner in receiving bids and placing purchase orders for long lead equipment.

F. Cash Flow Analysis

Concurrent with the submission of each Budget Estimate and the Master Construction Phase Schedule as defined in Section A, above, the Construction Manager shall submit a cash flow analysis for the overall construction duration of the Project. This analysis should be derived from cost loading the construction schedule as developed and revised by the Construction Manager, showing projected monthly billings for Completed Work in Place. The analysis shall list individual monthly billings, accumulated billings to date, and percentages of completion on a monthly basis. Should the Construction Manager be successful in receiving the actual construction contract, the Construction Manager will be required to maintain the cash flow analysis throughout the duration of the Project on a frequency requested by the Owner.



G. Design/Assist Contractor Engagement

The Construction Manager will engage with a pre-engineered metal building company during the pre-construction/design phase on a competitive selection basis to help develop and define all aspects of the pre-engineered building system including, but not limited to, the structural framing, bracing, foundation requirements, building cladding, associated detailing and erection procedures. The Design/Assist engagement is intended to help create greater pricing accuracy, potential reduced construction schedule and reduction of design related RFI's by collaborating with the Construction Manager, WSU and their selected A/E Firm. The Design/Assist partner will be selected from a list of vendors capable of providing a best value approach for the WSU Arena Project.

H. Construction Staging and Site Management Planning

The Construction Manager, with input from the members of the Project team, shall develop a proposed site management plan for staging construction operations. This plan will test the site to ensure all functionality described in the design is working. At minimum, the plan shall include such particulars as primary access roads to and from the construction site, construction parking, on-site entrances, construction personnel entrances and traffic patterns, location of temporary facilities, location of hoists, cranes and other stationary equipment if site accessibility is critical and dictates specific placement, locations of barricades and construction fences, emergency egress locations, etc. so that Owner's use of existing site or facility can be minimally disrupted or inconvenienced. The logistic plan and any costs associated with it to accomplishing the construction of the Project must be included in the estimates and GMP.

[END OF APPENDIX 3]



Appendix 4 – Design Professional Services Contract

Contract for Design Professional Services for Projects Oriented According to Construction Management

(Sample Contract for Reference / Sample Only)



WAYNE STATE UNIVERSITY

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

Executed as of the

_____ day of _____ by and between

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

and

Professional_name/address

Regarding

Project Name/Description
WSU Contract Number

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

<u>Section</u>	<u>Title/Subtitle</u>	<u>PAGE</u>
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	Budget and Guaranteed Maximum Price	6
1.07	Design Development, Construction Documents and Iterative Probable Construction Cost Estimates	6
1.08	Consultation	6
1.09	Certification for Payment	6
1.11	Sub-Consultants	7
1.12	Coordination of Services	7
1.13	Approvals by the University	7
1.14	Errors and Omissions	7
2.00	COMPENSATION AND METHOD OF PAYMENT	7
2.01	Fee	7
2.02	Invoices	8
2.03	Payment	8
3.00	PERFORMANCE	9
3.01	Scope of Services	9
3.02	Governmental Licenses	9
3.03	Failure to Comply With Agreement	9
3.04	Rejection of Design Professional's Work	9
4.00	OWNERSHIP OF DOCUMENTS	10
4.01	Property of University	10
4.02	Modifications to Documents after Completion of Project	10
5.00	CONFIDENTIALITY	10
5.01	Definition	10
5.02	Disclosure to Employees	10
5.03	Period of Confidentiality	11



6.00	SAFETY AND SECURITY	11
7.00	INDEMNIFICATION	11
8.00	INSURANCE	11
8.01	Coverage	11
8.02	Design Professional Insurance as Primary	12
8.03	Consultant Insurance	12
9.00	AUDITS AND RECORDS	12
10.00	TERMINATION	13
10.01	Termination With/Without Cause	13
10.02	Payment upon Termination	13
11.00	NOTICES	13
12.00	NONASSIGNMENT	13
13.00	DISPUTE RESOLUTION	14
13.01	Jurisdiction	14
13.04	Continuation of Services during Dispute Resolution	14
14.00	MISCELLANEOUS	14
14.01	Provisions Surviving Termination of Agreement	14
14.02	Written Communications	15
14.03	Interference/Interruption of University Operations	15
14.04	Choice of Law/Standard of Care	15
14.05	Waiver of Compliance	15
14.06	Modification of Agreement	15
14.07	Contract Provisions	15
14.08	Independent Contractor	15
14.09	Interpretation of the Agreement	16
14.10	Conflicts with Proposal	16
14.11	Third Parties Beneficiary	16
15.00	NONDISCRIMINATION	16



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 Wayne State University Arena Project housing the WSU men's and women's basketball teams, a performance venue for the Detroit Pistons' G-League team and other university/community basketball activities. Additionally, the arena will be designed to comply with all applicable NBA standards including all standards applicable to G-League arenas.

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 ensure that all designs developed comply with applicable laws, statutes, codes, ordinances, orders, rules and regulations. 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 and the University's Request for Proposal (ENTER DATE HERE) (including all subsequent addenda to the Request for Proposal). 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.

Time is of the essence for this Agreement and the Design Professional acknowledges that all time limits stated in this Agreement are of the utmost importance to 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 set forth in the Proposal (or as revised from time to time by mutual agreement) and herein defined.

- A. Program Statement, Schematic Design, Outline Specifications by: ____ weeks after receipt of fully executed Contract.
- C. Design Development by: ____ weeks after receipt of approval of Schematic Design
- D. Construction Documents: ____ weeks after receipt of approval of Design Development
- E. 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: _____



F. Substantial Completion by: (ENTER_COMPLETION_DATE)

G. Punchlist Completion by: (ENTER_COMPLETION_DATE) H.
(ENTER_COMPLETION_DATE)

Final Completion by:

Completion dates will be reviewed once the Construction Manager is selected to determine if any changes need to be made.

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 Budget and Guaranteed Maximum Price

The Project's total project budget, inclusive of the Cost of the Work, soft costs, contingencies and permits is \$(X,XXX,XXX) (the Total Project Budget).

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 GMP for the Project. The Design Professional agrees to provide the professional services contemplated by this Agreement in order to generate and comply with the GMP. Cost estimates will not be provided by the Design Professional. 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 Project budget.



The Design Professional shall take all reasonable steps to conform its Project design to the Total Project Budget. If at any time the Project is estimated to exceed the Total Project Budget or the GMP, the Design Professional shall notify the Owner and present remedies or alternatives that are anticipated to bring the Project within Budget.

1.07 Design Development, Construction Documents and Iterative Probable Construction

Cost Estimates

The Design Professional shall timely submit the plans, drawings and specifications to the Construction Manager and the University for Review and approval as to practicality and constructability within the limits of the GMP and Total Project Budget at the completion of the Schematic Design phase, the completion of the Design Development phases (GMP), and 90% CDs as it goes out to bid. The Construction Manager shall complete its review and iteratively re-estimate the Cost of Work within ten (10) days of receipt of the plans, drawings or specifications. The Construction Manager shall report its findings and recommendations to the University; if, prior to iterative approval of the documents, the University orders revisions in the plans, drawings or specifications in order to make the plans practical or constructible, the Design Professional shall, for no additional compensation, make such revisions as may be necessary. If Work defined in the design drawings or specifications exceeds the GMP or the Total Project Budget, the Design Professional will redesign the scope to meet budget requirements, without additional compensation except to the extent that such rework once bid was unwarranted. 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.

1.08 Consultation

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

1.09 Certification 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 certain requirements for the Design Professional's performance. As a result, the applicable provisions of 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 and, therefore, any warranties regarding the construction of the Work in the General Conditions of Construction and Supplementary General Conditions for Construction of the Contract are not applicable to the Design Professional. Further, Exhibit A to this Agreement (the Design Professional's proposal) and the University's Request For Proposal, dated as of: _____ (including all attachments, exhibits and addendum) are expressly incorporated into this Agreement.

1.11 Sub-Consultants

The Design Professional shall bind its consultants and sub-consultants to the terms stated herein and shall require that all persons and/or firms rendering professional services under this Agreement are properly licensed to provide such services in the locale in which the Project is located.

1.12 Coordination of Services

The Design Professional shall coordinate its services, and the services provided by the Design Professional's consultants, with the services and obligations of the University and the University's consultants, contractors, construction managers, and vendors. The Design Professional will coordinate with the University's consultants, contractors, construction managers and vendors, as necessary for the Project, but shall not be responsible for the acts or omissions of such consultants, contractors, construction managers or vendors.

1.13 Approvals by the University

Notwithstanding anything to the contrary contained in this Agreement, the University's review and approval of any documents, or other matters, shall be for sole the purpose of providing the Design Professional with information as to the University's objectives and goals with respect to the Project and not for the purpose of determining the accuracy of completeness of such document or deliverable. Any review or approval by the University shall in no way alter the Design Professional's responsibilities hereunder.



1.14 Errors and Omissions

The Design Professional agrees that if as a result of any errors, omissions and/or negligent acts, for which the Design Professional has responsibility and/or liability, and that the University incurs an accumulation of excess cost over two and one half percent (2.5%) of the Cost of Work established at the time of award of the Construction Contract or at the establishment of the Guaranteed Maximum Price, the Design Professional shall pay for the damages above the Project Contingency Amount to the extent caused by the Design Professional's negligent performance, including applicable delay expenses but excluding betterment costs.

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 (amount in words) Dollars (\$XXX,XXX).

The University at its sole discretion reserves the right to contract with this firm for Project Completion – Design Development through Construction Administration required to provide all necessary services for a complete project pursuant to the fee schedule provided in Exhibit A at a rate of XXX% of the Cost of Work for an amount of (value in words) Dollars (\$XXX,XXX) based upon a \$XX,XXX,XXX Cost of Work.

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. 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 amount of Design Professional's invoices shall be in accordance with the value for each portion of service set forth in the Design Professional's Proposal. 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.

2.04 Reimbursables

Reimbursables include expenses incurred by the Design Professional and the Design Professional's consultants and subconsultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence costs not exceeding the University's Published limits and restrictions;
2. Printing and Reproductions; Excluding items for the Architect's internal use, printing, reproductions, plots, and standard form documents;
3. Postage, handling and delivery; and
4. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

The Design Professional's compensation for Reimbursable shall be the expenses incurred by the Design Professionals, or its consultants and subconsultants, without markup. The total Reimbursable Expenses authorized under this Agreement shall not exceed _____ Dollars (\$0.00).

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 standard of skill and care ordinarily employed by professionals performing the types of services 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 as 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 University 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, subject to the Design Professional's receipt of payment for all services actually rendered; 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 the Project at the Project site, including but not limited to repair work, renovations, or alterations. The Design Professional shall retain an irrevocable, royalty-free, worldwide license to reuse its work product at its discretion.



4.02 Modifications to Documents after Completion of Project

The University agrees, to the extent allowable under applicable law and except to the extent arising from the gross negligence or willful misconduct of the Design Professional, to indemnify and hold harmless the Design Professional from any claim, liability or cost (including reasonable attorneys' fees) which results from reuse, transfer or modifications of the construction documents or other work product 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 reasonably 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 provided that the University may not agree to any settlement that results in liability for the Design Professional without the Design Professional's approval.

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. Design Professional is not responsible for construction means, methods, sequences or procedures, nor for site safety.

7.00 INDEMNIFICATION

To the fullest extent permissible by law, the Design Professional agrees to indemnify hold harmless, protect and defend the University and the Construction Manager as well as their agents, representatives, employees, and subcontractors, against any and all claims, loss, liability, damages, costs, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors or omissions, including but not limited to the professional negligence of the Design Professional, its agents, consultants, employees or representatives. No insurance limitation or deficiency in coverage shall operate to relieve Design Professional of any indemnification obligations.

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) Commercial General Liability Insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) 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) Automobile Liability Insurance with Pollution and Legal Liability, (Owned, Hired, and Non-Owned Vehicles), in an amount of not less than One Million Dollars (\$1,000,000) combined single limit 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 Five Million Dollars (\$5,000,000) per claim (claims made) and Five Million Dollars (\$5,000,000) aggregate. Additional coverage up to Ten Million Dollars is available at an additional cost as a reimbursable expense to the Project. Tail-coverage shall be provided for claims made after final completion. 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.

(4) Worker's Compensation Insurance with Employers Liability-Workers Compensation statutory limits & Employers Liability \$1,000,000.

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 coverage's 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 thirty-six (36) 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.

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 binding arbitration process or binding 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 Dispute Resolution; Mediation

Each Party agrees that its good faith participation in the negotiation and mediation processes described in this Section 13.02 is a condition precedent to pursuing any further remedies for a dispute hereunder; provided, however, that with respect to any particular dispute: (a) the Parties may mutually agree to waive the negotiation and/or mediation process; or (b) either Party may unilaterally require the Parties to bypass the negotiation and/or mediation process by written notice to the other Party, if such Party in its good faith judgment concludes that the delay caused by negotiating and/or mediating the dispute will materially prejudice its interests. Subject to the foregoing, in the event of any dispute between the parties, the parties shall first attempt to reach a mutually satisfactory resolution to the dispute for a period of thirty (30) days after written request by either Party through good faith negotiations conducted directly by and between executives of each Party. Failing mutually satisfactory resolution of the dispute within the time period set forth above, as may be mutually extended by agreement of the Parties, and unless bypassed as permitted under this Section 13.02, the Parties shall promptly submit the dispute for non-binding mediation. If the Parties are unable to resolve the dispute through mediation, then either Party may elect to seek a binding judicial determination of the dispute through an appropriate action at law or in equity.

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.

The University representative(s) authorized to provide instructions as designated above is [are]:

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 usual and customary professional care ordinarily employed by professionals performing similar services for similar projects 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. Other than as set forth in this Agreement or any documents incorporated into this Agreement, the Design Professional offers no other representations, or any warranty, as to its services or work product.



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 Interpretation of the Agreement

The parties to this Agreement acknowledge that they have participated fully in the Agreement's negotiation and preparation. Accordingly, this Agreement shall not be more strictly construed against either of the parties hereto.

14.10 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.

14.10 Third Parties Beneficiary

This Agreement is intended solely for the benefit of each party hereto. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party.



against either the University or the Design Professional.

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.

DESIGN PROFESSIONAL NAME

WAYNE STATE UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix 5 – Payment Package Document Requirements



**WAYNE STATE UNIVERSITY
PAYMENT PACKAGE DOCUMENT REQUIREMENTS (Revised 5-06-2011):**

Review and comply with Section 410 of Bid Front End Documents.

Review and comply with Article 15 of the Supplemental General Conditions.

AIA DOCUMENT G702 & G703 – (or facsimile thereof) Payment Application Checklist:

- Correct Project Name – Found on your contract.
- Correct Project Number – Found on your contract.
- Purchase Order Number – Required prior to beginning work.
- Correct Application Number. (i.e. 1, 2, 3, etc.)
- Correct Period Reporting Dates – Applications support docs must be sequential and within application range.
- Approved & Executed Change Orders must be listed. (Cannot invoice for unapproved changes.)
- Schedule of values percentages and amounts match the approved Pencil Copy Review – Signed by the Architect, Contractor, and University Project Manager.
- Correct Dates – Back dating not accepted.
- Signed and Notarized.

SWORN STATEMENT – Checklist:

- List all contractors, sub-contractors, suppliers... ≥ \$10,000.00
- Current Date – Back dating not accepted.
- Signed and Notarized.

A Sworn Statement is required from every Sub Contractor on the job with a material purchase or sub-subcontract of \$10,00 or more. (all the way down to the bottom tier)

***DEPT. of LABOR FORM WH-347 – Certified Payroll Checklist:
(Union and Non-Union)***

- For every contractor & sub-contractors work, for each week within the application for payment reporting period. (For every „boot“ on the floor representing the weeks within the application period)
- Wayne State University Project Number – Found on your contract.
- List ALL workers who have worked on the Project site.
- Make sure workers addresses are listed.
- NO Social Security Numbers, if present they MUST be blackened out or listed in XXX-XX-1234 format.
- Work classifications based on the job specific Prevailing Wage Schedule descriptions. If you require rates for additional classifications, contact the Michigan Department of Consumer & Industry Services. Apprenticeship program status – proof of enrolled program and current completion may be required for any workers paid at Apprenticeship rates.
- Authorized signatures on affidavit.



APPLICATION PACKAGE SUPPORTING DOCUMENTATION –

Must accompany all package reporting periods: (Union and Non-Union)

- Proof of Ownership for any „Owner Operator“ (Sole Proprietor) contractors not claiming their time under prevailing wage act. – (Must list their hours and dates worked on the WH-347 Form and enter EXEMPT on the income brackets.). The Owner Operator must provide copies of “DBA” registration form confirming status as exempt from prevailing wage requirements.
- Proof of Stored Materials – (Detailed Bill of Sale, certificate of insurance or endorsement page specifically insuring the stored materials, pictures, when large value. WSU reserves the right to on site verification of material. Stored material must be separated from ordinary inventory and labeled for WSU project.
- Partial Unconditional Waivers – Must release the accumulated amount paid for work and be immediately provided, or provided with the subsequent application for payment. Waivers shall be provided for contractors, sub-contractors, and suppliers listed on the Sworn Statements. (This is required at all tiers)
- Full Unconditional Waivers – Prime Contractor must deliver fully executed Full Unconditional Waiver upon receipt of final payment. Full Unconditional waivers may be required of sub-contractors and suppliers in advance of final Contractor payment on bonded projects This requirement shall be determined on a project-by-project basis. Full Unconditional waivers shall be required in advance of or at the time of final payment on all non-bonded projects from all subcontractors and suppliers listed on Sworn Statements, or who have provided a notice of furnishing.
- Sworn Statements – Required for all Sub Contractors, and Sub-subcontractors (etc.) with any contracts or purchases exceeding \$10,000.

FINAL PAYMENT EXCHANGE – Checklist:

- Clear and concise As-Built drawings.
- Operation and Maintenance Manuals.
- Required training must be completed (if applicable).
- Warranty of work in accordance with project documents.
- Certificate of Substantial Completion.
- Full Unconditional Waiver

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

Revised 5-6-2011



Appendix 6 – ROSSETTI Architects Documents

ROSSETTI Architects Programming and Conceptual Documents (dated 11-26-18)

See website:

[WSU Procurement Website](#)



Appendix 7 – Project Schedule

See website:

[WSU Procurement Website](#)

Or see below



Wayne State University - Arena Project CM RFQ RFP Project Schedule Updated June 13, 2019										Wayne State University - Arena Project	
ID	Task Name	Duration	Start	Finish	2019	2020	2021	2022	2023	Wayne State University - Arena Project	
					Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Qtr. 1	Qtr. 2	Qtr. 3
1	Wayne State University - Arena Project	721 days	Wed 2/20/19	Wed 11/24/21							
2	Feasibility and Due Diligence Activities	108 days	Wed 2/20/19	Fri 7/12/19							
3	WSU Approval to Proceed with Due Diligence Activities	1 day	Wed 2/20/19	Wed 2/20/19							
4	Procure Proposals for Due Diligence Items	10 days	Thu 2/21/19	Wed 3/6/19							
5	Award Services for Due Diligence Items	25 days	Mon 3/11/19	Fri 4/12/19							
6	Phase I ESA	30 days	Thu 4/18/19	Wed 5/29/19							
7	Phase II ESA	45 days	Thu 4/25/19	Wed 6/26/19							
8	Property Surveys / Alta and Topographic	10 days	Tue 4/30/19	Mon 5/13/19							
9	Utility Studies and Investigation	30 days	Tue 4/30/19	Mon 6/10/19							
10	Geotechnical Exploration / Borings and Test Pits	25 days	Wed 5/1/19	Tue 6/4/19							
11	Property Surveys / Alta and Topographic	10 days	Tue 4/30/19	Mon 5/13/19							
12	Utility Studies and Investigation	30 days	Tue 4/30/19	Mon 6/10/19							
13	Traffic Study Impacts	20 days	Mon 6/17/19	Fri 7/12/19							
14	BEA (Baseline Environmental Assessment)	10 days	Thu 6/27/19	Wed 7/10/19							
15	Preconstruction Activities	375 days	Mon 4/8/19	Fri 9/11/20							
16	Public Announcement Event	1 day	Wed 5/1/19	Wed 5/1/19							
17	WSU - Pistons Project Approval / Notice to Proceed	1 day	Thu 5/2/19	Thu 5/2/19							
18	Award A/E Services - Negotiate A/E Agreement with WSU Legal	10 days	Fri 5/3/19	Thu 5/16/19							
19	Design / Team Kick-Off Meeting	1 day	Wed 5/22/19	Wed 5/22/19							
20	Schematic Design Phase	73 days	Thu 5/23/19	Mon 9/2/19							
21	Schematic Design Development	40 days	Thu 5/23/19	Wed 7/17/19							
22	Engage WSU for Internal Review and Approvals	5 days	Thu 7/18/19	Wed 7/24/19							
23	Develop Schematic Design Estimates	10 days	Mon 8/5/19	Fri 8/16/19							
24	Constructability and VE Reviews	5 days	Mon 8/5/19	Fri 8/9/19							
25	Review Meeting for Schematic Design Estimates	1 day	Mon 8/19/19	Mon 8/19/19							
26	WSU - Pistons Review and Approval of SD	10 days	Tue 8/20/19	Mon 9/2/19							
27	Design Development Phase	101 days	Tue 9/3/19	Tue 1/21/20							
28	Design Development Phase	70 days	Tue 9/3/19	Mon 12/9/19							
29	Develop Design Development Estimates	10 days	Tue 12/10/19	Mon 12/23/19							
30	Review Meeting for Design Development Estimates	1 day	Tue 12/24/19	Tue 12/24/19							
31	Constructability and VE Reviews	5 days	Tue 12/10/19	Mon 12/16/19							
32	Engage WSU for Internal Review and Approvals	5 days	Tue 12/10/19	Mon 12/16/19							
33	WSU - Pistons Review and Approval of DD	10 days	Wed 12/25/19	Tue 1/7/20							
34	Establish GMP (Guaranteed Maximum Price)	10 days	Wed 1/8/20	Tue 1/21/20							
35	Construction Document Phase	80 days	Wed 1/8/20	Tue 4/28/20							
36	Construction Document Development	70 days	Wed 1/8/20	Tue 4/14/20							
37	Review and validate CD's against Budgets	5 days	Wed 4/1/20	Tue 4/7/20							
38	Engage WSU for Internal Review and Approvals	5 days	Wed 4/1/20	Tue 4/21/20							
39	WSU - Pistons Review and Approval of CD's	5 days	Wed 4/22/20	Tue 4/28/20							
40	Procurement Phase	375 days	Mon 4/8/19	Fri 9/11/20							
WSU Arena Project - CM RFQ RFP Project Schedule 6.12.19.mpp										1	
										Thu 6/13/19	



Wayne State University - Arena Project
CM RFQ/RFP Project Schedule
Updated June 13, 2019



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ID	Task Name	Duration	Start	Finish	2019	2020	2021	2022	2023
41	Construction Manager Procurement (CMc)	85 days	Mon 4/8/19	Fri 8/2/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
42	Develop CM RFQ / RFP	49 days	Mon 4/8/19	Thu 6/13/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
43	Issue CM RFQ / RFP for Bid	19 days	Fri 6/14/19	Wed 7/10/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
44	CM RFP Registration	1 day	Fri 6/21/19	Fri 6/21/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
45	CM Preproposal Meeting	1 day	Mon 6/24/19	Mon 6/24/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
46	CM RFP's Due	1 day	Wed 7/10/19	Wed 7/10/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
47	Short List Announced	1 day	Mon 7/15/19	Mon 7/15/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
48	CM Interviews	2 days	Tue 7/16/19	Wed 7/17/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
49	Selection of CM - Week Of	1 day	Mon 7/22/19	Mon 7/22/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
50	Negotiate and Award CM Services with WSU Legal	5 days	Mon 7/29/19	Fri 8/2/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
51	Miscellaneous Consultants	270 days	Mon 9/2/19	Fri 9/11/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
52	Develop and Issue RFP's for Commissioning Services	10 days	Mon 9/2/19	Fri 9/13/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
53	Award Commissioning Services	5 days	Mon 9/16/19	Fri 9/20/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
54	Develop and Issue RFP for IT	10 days	Mon 9/16/19	Fri 9/27/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
55	Award IT Services	5 days	Mon 9/30/19	Fri 10/4/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
56	Develop and Issue RFP's for Testing and Inspection Services	10 days	Mon 9/30/19	Fri 9/20/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
57	Award Testing and Inspection Services	5 days	Mon 9/23/19	Fri 9/27/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
58	Develop and Issue RFP's for Furniture, Fixtures, and Equipment (FFE)	10 days	Mon 4/6/20	Fri 4/17/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
59	Award FFE	5 days	Mon 4/20/20	Fri 4/24/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
60	FFE Procurement	100 days	Mon 4/27/20	Fri 9/11/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
61	Permitting and Entitlements	291 days	Tue 4/30/19	Tue 6/9/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
62	DTE Planning and Design	160 days	Tue 4/30/19	Mon 12/9/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
63	DWSD Planning and Design / Permitting	30 days	Thu 7/18/19	Wed 8/28/19	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
64	WSU Reviews / Construction Documentation	10 days	Wed 4/29/20	Tue 5/12/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
65	City Engineering ROW Permits	30 days	Wed 4/29/20	Tue 6/9/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
66	Wayne County Soil Erosion Control Permit	30 days	Wed 4/29/20	Tue 6/9/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
67	Construction Phase	381 days	Wed 6/10/20	Wed 11/24/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
68	Bidding and Award	30 days	Wed 6/10/20	Tue 7/21/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
69	Bid and Award Construction Documents	30 days	Wed 6/10/20	Tue 7/21/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
70	Construction Activities	351 days	Wed 7/22/20	Wed 11/24/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
71	Construction Mobilization	1 day	Wed 7/22/20	Wed 7/22/20	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
72	Construction Activities	256 days	Thu 7/23/20	Thu 7/15/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
73	Inspections, Approvals, and Punchlist Activities	20 days	Mon 7/5/21	Fri 7/30/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
74	Substantial Completion	1 day	Fri 7/16/21	Fri 7/16/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
75	Owner Training	10 days	Thu 7/29/21	Wed 8/11/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
76	Owner Move-In and Occupancy	25 days	Thu 7/29/21	Wed 9/1/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
77	Financial Closeout	60 days	Thu 9/2/21	Wed 11/24/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
78	Turn-Over Closeout Documents / Close-Out Meeting	1 day	Thu 9/30/21	Thu 9/30/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
79	WSU Basketball and Pistons G League Seasons Begin	1 day	Fri 10/1/21	Fri 10/1/21	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4