

## **Solicitation 17BW863**

### **O'Shea and Butler Park Improvements**

#### **Bid Designation: Public**



**City of Detroit Office of Contracting and Procurement**

## Bid 17BW863 O'Shea and Butler Park Improvements

Bid Number 17BW863  
Bid Title O'Shea and Butler Park Improvements

Bid Start Date Mar 21, 2017 9:46:56 AM EDT  
Bid End Date Jun 9, 2017 3:00:00 PM EDT  
Question & Answer End Date May 19, 2017 10:00:00 AM EDT

Bid Contact Bianca Washington  
washingtonb@detroitmi.gov

Contract Duration **1 year**  
Contract Renewal Not Applicable  
Prices Good for **120 days**  
Pre-Bid Conference **Mar 24, 2017 10:00:00 AM EDT**  
**Attendance is mandatory**  
**Location: A Pre-Bid Conference to review scope of project and detailed specifications will be held on March 20, 2017 at 10:00 a.m. at the Office of Contracting and Procurement located at the Coleman A. Young Municipal Center, Suite 1008, 2 Woodward Ave., Detroit, MI 48226.**

Pre-Bid Conference **May 17, 2017 10:00:00 AM EDT**  
**Attendance is mandatory**  
**Location: Mandatory Telephone Conference on May 17, 2017 at 10:00 a.m. EDT.**  
**Telephone Number: 866-434-5269, Access Code: 3964948**

Standard Disclaimer **By submitting an offer electronically through the BidSync system, the Bidder commits to the terms and conditions outlined by the bid. Requests for exception to any terms or conditions must be submitted with the offer.**

Bid Comments Improvements to O'Shea and Butler Park for the City of Detroit General Services Department. Proposals will be opened for identification on April 7, 2017 at 2:30 p.m. at the Office of Contracting and Procurement located at the Coleman A. Young Municipal Center, Suite 1008, 2 Woodward Ave., Detroit, MI 48226  
Added on May 12, 2017:  
Improvements to O'Shea and Butler Park for the City of Detroit General Services Department. Proposals will be opened for identification on June 9, 2017 at 3:30 p.m. at the Office of Contracting and Procurement located at the Coleman A. Young Municipal Center, Suite 1008, 2 Woodward Ave., Detroit, MI 48226

### Item Response Form

Item 17BW863--01-01 - O'Shea and Butler Park Improvements  
Quantity 1 each  
Prices are not requested for this item.

Delivery Location **City of Detroit Office of Contracting and Procurement**  
General Services Department : Administration  
18100 Meyers-Northwest Activities Center  
Suite 3900  
Detroit MI 48235

Qty 1

Description

Upload Proposal on this line



City of Detroit  
Office of Contracting and Procurement (OCP)  
Supplier Offer Submission Checklist

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## Supplier Offer Submission Checklist

As of May 2015, the City of Detroit utilizes BidSync for bid solicitation and contract development functions. Suppliers interested in doing business with the City must submit required documentation and offers through the BidSync system. The checklist below guides suppliers through the required steps prior to placing an offer and the steps to successfully place the offer. There are many resources available as support to suppliers, including:

- **Written Resources for Suppliers, located on the City's internet (Click here to view)**
  - BidSync User Manual for Suppliers
  - Supplier Training Video
  - Supplier FAQ Document
- **The Office of Contracting and Procurement Team**
  - Bid Contact is identified on the Bid Overview page
  - Email rebuildingprocurement@detroitmi.gov as a central point of contact for any bid
- **BidSync System Support**
  - Call the BidSync Support Line at 1-800-990-9339

### Before clicking *Place Offer*, the supplier has:

- ✓ **Registered with BidSync.** Registration is free. Go to bidsync.com and register for a basic BidSync LINKS account.
  - Suppliers can choose to pay for additional functionality by registering for a LINKSplus account. The City of Detroit does not use the LINKSplus functionality. **\*\*Registration for LINKS plus is not required to do business with the City.\*\***
- ✓ **Uploaded Clearances.** Submission of the Income Tax Clearance and Accounts Receivable Clearance forms to BidSync is required prior to placing an offer on any bid. Whether active or new, clearances should be uploaded to the Supplier Profile, under Qualifications.
- ✓ **Reviewed the Bid Overview page.** Contact BidSync or the listed Bid Contact with any questions.
- ✓ **Uploaded Affidavits, if applicable.** The Bid Overview page will indicate whether submission of affidavits is required for a bid. These can be uploaded by clicking View Qualifications on the Bid Overview page, or on the Supplier Profile, under Qualifications.
- ✓ **Viewed all Required Documents.** Each item in the documents tab must be viewed by the supplier.

### Before clicking *Submit* on the offer page, the supplier has:

- ✓ **Completed all required documents from the bid package.** This may include price sheet, scope of work, bid bond documentation, or other bid specific documents.
- ✓ **Reviewed Suppliers Resources and initiated contact BidSync and/or the City with any questions.**
- ✓ **Entered the total price into the total price field.**
- ✓ **Confirmed the upload of any offer documents to BidSync.**
- ✓ **Confirmed receipt of offer submission.**

**Offers must be submitted via the BidSync system. Offers submitted outside the system may not be considered for the bid.**



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**CITY OF DETROIT  
OFFICE OF CONTRACTING & PROCUREMENT  
REQUEST FOR PROPOSALS**

**O'Shea and Butler Park Improvements**

*Revised and Extended for RFP NO. 17BW863*

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<b>ADVERTISE DATE</b>	May 12, 2017
<b>QUESTION DEADLINE</b>	May 19, 2017 at 10:00 A.M. EDT (Eastern Daylight Time) Submitted via Bid Sync
<b>MANDATORY PRE PROPOSAL TELEPHONE CONFERENCE</b>	May 17, 2017 at 10:00 A.M. EDT (Eastern Daylight Time) 866-434-5269, Access Code 3964948
<b>PROPOSAL PRESENTATIONS</b>	Presentations may be required and scheduled upon request
<b>PROPOSAL DUE DATE</b>	June 9, 2017 3:00 P.M. EDT (Eastern Daylight Time) Office of Contracting & Procurement Suite 1008, Coleman A. Young Municipal Center Two Woodward Avenue Detroit, Michigan 48226  <i>Note: Due to increased security measures at the Coleman A. Young Municipal Center all persons entering the building are subject to search, please allow ample time to pass through security</i>
<b>PUBLIC OPENING</b>	June 9, 2017 AT 3:30 P.M. EDT (Eastern Daylight Time) To be held in the Office of Contracting & Procurement Suite 1008, Coleman A. Young Municipal Center, Two Woodward Avenue Detroit, Michigan 48226  <i>Proposals must be in the actual possession of the Office of Contracting &amp; Procurement at the location indicated on, or prior to the exact date and time indicated above. Late proposals shall not be accepted.</i>



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- A. General Specifications
- B. Technical Specifications



## 1. INTRODUCTION

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide improvements at two City Parks as shown on the attached Contract Documents prepared by the Detroit General Services Department.

## 2. CDBG FUNDED PROGRAM GUIDELINES

This packet contains materials and information needed to apply for funding administered by the Detroit General Services Department and funded by HUD CDBG. Applicants must comply with all federal laws and restrictions described in the HUD regulations. Interested parties SHOULD review regulatory guidance on the CDBG program and other Federal requirements to ensure they are able to abide by the rules and regulations. Applicable information is included in Title 24 CFR Part 570, specifically subparts C, J, and K; Title 24 CFR Parts 5; and Title 2 CFR Part 200 and can be located at: <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

Located at: <https://portal.hud.gov/hudportal/documents/huddoc?id=cdbgchapter16.pdf>, additional Regulatory/Statutory Citations for Labor Standards and Davis Bacon Act that should be reviewed includes:

<i>Section 110; §570.603;</i>	<i>18 USC, Part 1, Chapter 41, Section</i>
<i>40 USC, Chapter 3, Section</i>	<i>874;</i>
<i>276a- 276a-5;</i>	<i>29 CFR Part 3;</i>
<i>29 CFR Part 1, 3, 5, 6 and 7;</i>	<i>40 USC Chapter 5, Sections 326-332;</i>
<i>40 USC, Chapter 3 Section 276c;</i>	<i>29 CFR Part 4, 5, 6 and 8;</i>
	<i>29 CFR Part 70 to 240</i>

The respondent is required to comply with all contract and applicable State, County, and HUD CDBG requirements including Environmental Reviews located at:

[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/environment](https://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment)

and Section 3 located at:

[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opportunity/section3/section3](https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opportunity/section3/section3).

## 3. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five 5 years of experience providing the services requested in the RFP for projects of similar scope and size.

## 4. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

## 5. REJECTION OF PROPOSALS

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.





**6. BACKGROUND/DESCRIPTION OF ENVIRONMENT**

O'Shea Playfield (15810 Capitol) is a 19.77-acre park on the west side of Detroit in District 7. DTE Energy has leased 10-acres of the park for the installation of a solar array. A smaller 3-acre portion of the park at the corner of Capitol St. and Rutherford St. is to be improved as a public recreational amenity for the neighborhood. This project outlines the improvements to be made to this 3-acre portion of O'Shea Playfield.

Butler Playfield (20230 Conant) is a 5.66-acre park on the east side of Detroit. The park has a number of amenities, this project outlines the installation of a walking path to connect these amenities.

**7. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded as a result of this RFP it will be a City of Detroit Model Services Contract (sample attached). The term of the contract will be for one year. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates up to two awards as a result of the RFP.

**8. OPERATIONAL INFORMATION**

The respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

**9. SCOPE OF WORK**

The selected contractor (Awardee) will be responsible for all aspects of this project as defined in the Technical Specifications and Construction Drawings. The Awardee shall provide and carry out in a satisfactory and proper manner, as determined by the General Services Department (GSD), the herewith described construction services for the City. The conduct of the construction services set forth herein and preparation of the work as described shall be at the discretion of the GSD and is subject to the approval of the GSD.

The project consists of renovations to two City Parks as described in full in the following attached Scope of Work documents for each City Park project, along with further details in the Technical Specifications and Construction Drawings.

A. **O'Shea Playfield:** See Project A: O'Shea Playfield Bid Package – to include Scope of Work and Construction Drawings.

B. **Butler Playfield:** See Project B: Butler Playfield Bid Package – to include Scope of Work and Construction Drawings.

**10. TECHNICAL INFORMATION**

See the attached Technical Specifications and Construction Drawings section.

**11. RESPONDENT PERFORMANCE HISTORY**

The respondent shall provide the following information:

- a. Identify in detail at least three (3) similar projects by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided;



- b. Identify the respondent's key personnel working on the projects identified in "section a" above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last three (3) years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

## 12. EVALUATION CRITERIA

<b>Overall Strength of Concept/Proposal</b>	20pts
<ul style="list-style-type: none"><li>• Demonstrates clear vision for achieving all objectives, tasks and deliverables</li><li>• Demonstrates capacity to deliver the work</li></ul>	
<b>Previous Project Experience</b>	25pts
<ul style="list-style-type: none"><li>• Successful examples of projects with client reference and description of professional services offered</li><li>• Past performance on similar projects completed</li><li>• Experience of proposed project leads on similar projects</li></ul>	
<b>Price Proposal</b>	25pts
<ul style="list-style-type: none"><li>• Overall fee and team approach to complete the work</li></ul>	
<b>Proposed Timeline/Workplan</b>	10pts
<ul style="list-style-type: none"><li>• Demonstrates ability to meet project deadlines</li><li>• Lays out clear work plan to achieve deliverables</li><li>• Identification of how soon firm could begin work after notification of award</li></ul>	
<b>Section 3 Compliance Plan and Intent to Comply</b>	20pts

*Maximum points for Phase One Criteria not to exceed one hundred (100) points.*

## 13. EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not



substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

#### **14. CONTRACT APPROVAL**

Upon contract award, the City and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

#### **15. REQUIRED SUBMITTAL INFORMATION**

To be considered responsive, each proposal must, at a minimum, present and/or respond to the following RFP sections in their entirety. All pages of the submission must be numbered, excluding exhibits, drawings and other supplemental information which may be added as Attachments. The instructions contained in this RFP must be strictly followed. Accuracy and completeness are essential.

a) Table of Contents

A table of contents must be provided with all RFP Submissions.

b) Signature Page (Form Attached)

c) Statement of Submission

*In your Statement of Submission, please include, at a minimum, the following information and/or documentation:*

- 1) A statement to the effect that your proposal is in response to this RFP;
- 2) A brief description of your firm, including the Federal Employer Identification Number, the age of the firm's business and the average number of employees during each of the last three (3) years;
- 3) The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- 4) A commitment to perform the requested work in accordance with the requirements outlined in this RFP; and
- 5) The name and contact information of the firm's partner and or manager(s) that will be in charge of this project.

d) Scope of Work

Proposals must respond to all sections outlined in Scope of Work section.

e) Pricing Proposal

Proposals must provide a Pricing Proposal and cost all activities as indicated.

f) Respondent Performance History



- 1) Identify in detail at least 3 similar projects by name, subject matter, location, services provided and the length of time services were provided on each (use attached reference form). Include a reference, description of specific services provided and dates during which the services were provided;
- 2) Identify vendor's key personnel working on the projects as identified above;
- 3) Identify any projects in which the vendor's contract was terminated for any reason;
- 4) Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years; and
- 5) Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

**g) Respondent Financial and Operational Stability**

- 1) Provide copies of the vendor's financial statements (CPA Certified) for the previous three (3) years;
- 2) Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable must be submitted for each entity comprising the joint venture.); and
- 3) Evidence of any licenses or registrations required to provide the services under this contract

**16. SUBMITTAL INSTRUCTIONS**

All proposals must be submitted through the Bidsync system. Each respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Bidsync System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Bidsync System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

**17. PREPARATION OF PROPOSAL**

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. Should a respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the respondent must make a



written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

**18. REQUIRED CONTENT**

Bid responses must include the following content:

**Letter of Transmittal**

The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

**Required Clearances and Affidavits**

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearance and affidavits electronically in the BidSync system. If there is documentation that the respondent is required to provide to the City that contains personal identifiable information, the respondent must submit the request for clearance through the BidSync system and send the confidential information to the City separately via email. Do not attach copies of clearance documents or affidavits to the bid response.

Required Clearances	Required Affidavits
Income Tax Revenue Tax	Slavery Era Hiring Compliance Political Contributions Human Rights

**Accuracy and Completeness of Information**

All information pertaining to the prospective respondent's approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;



- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- The firm's financial solvency, fiscal responsibility and financial capability;
- The age of the firm's business and the average number of employees during each of the last three (3) years;
- The firm's current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

#### **19. REQUIRED FORMAT**

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- Overall Scope of Work and Operational Responsibilities;
- Respondents Performance History;
- Proposal Submission Procedure; and
- Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable must be submitted for each entity comprising the joint venture.)

#### **20. REQUIRED COST PROPOSAL**

Respondents are requested to make a firm cost proposal to the City of Detroit. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

#### **21. TECHNICAL APPROACH**

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

#### **22. QUESTION DEADLINE**

*All questions regarding the RFP shall be submitted through the Bidsync System.* Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.



**23. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

**24. PAYMENT**

All properly executed invoices submitted by the successful respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

**25. ORAL PRESENTATION/DEMONSTRATION**

The City reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Proponents will be notified by the General Services Department of the date, time and location for Oral Presentations.

**26. ASSIGNMENT**

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

**27. MISCELLANEOUS**

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time-to-time be changed in writing.

**28. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL**

The City reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the City.

**29. BID DEPOSIT & PERFORMANCE BOND**

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier's check in lieu of a bid bond in the amount of 5% of total bid values. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondents bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. **FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY'S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.**

The successful respondent(s) must furnish a performance bond in the amount of 100% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.



**30. CHANGES IN FACTS**

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

**31. CONFIDENTIALITY OF PROPOSALS**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

**32. NEWS RELEASE**

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

**33. CHANGES IN PROPOSAL REQUIREMENTS**

The City may make changes to the requirements of this RFP, as it deems necessary. Respondents will be notified by email if any changes are made to the RFP. If changes are made, the City may, at its discretion, extend the time allowed for submission of proposals

**34. OFFICE OF INSPECTOR GENERAL**

33.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.

33.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.

33.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

33.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

33.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.





- 33.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 33.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article<sup>1</sup>

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<sup>1</sup> "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

# PART II

## FORM OF PROPOSAL

CITY OF DETROIT  
GENERAL SERVICES DEPARTMENT

### O'SHEA AND BUTLER PARK IMPROVEMENTS REQUEST FOR PROPOSAL

Name of Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

To: Bianca Washington  
City of Detroit, Finance Department  
Office of Contracting and Procurement  
Suite 1008, Coleman A. Young Municipal Center  
Two Woodward Avenue  
Detroit, Michigan 48226

#### 1.1 PROPOSAL

A. The undersigned, referred to as the Bidder, having examined the Request for Bid Documents, Technical Specifications, Construction Documents and the project sites, hereby proposes to furnish all labor, materials, tools, equipment, supervision, bonds and insurance required to complete the project in accordance with the Request for Bid Documents for the Base Bid amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(Total Base Bid Price in Words) (Figures)

#### 1.2 ADDENDA

A. The Bidder acknowledges receipt of the following addenda covering revisions to the Request for Bid Documents, and states that the costs, if any, of such revisions have been included in the Base Bid and other prices quoted herein:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

B. (Note: If no addenda have been received, write in "none")

## 1.5 CHANGES IN THE WORK

- A. For changes in the Work authorized by the City and not covered by unit prices, involving additions to or deductions of materials from the Contract price, the Bidder agrees to charge or credit such authorized Work at net cost plus the following percentages of net cost, as defined in the Conditions of the Contract.

**Contractor's fee for Work with own forces .....15 percent**

**Contractor's handling fee for Subcontractor's Work 5 percent**

## 1.6 WITHDRAWAL OF BID

- A. The Bidder agrees that its Bid will remain firm and will not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for receiving bids.

## 1.7 TIME OF COMPLETION

- A. The Contractor shall provide the following time duration information:

- Project Duration - \_\_\_\_\_ calendar days
- Earliest Start Date - \_\_\_\_\_
- Substantial Completion Date - October 1, 2017

- B. The Contractor must attach to this document a detailed schedule that outlines all the work specified in the Contract Documents.

## 1.8 AGREEMENT AND PERFORMANCE AND PAYMENT BOND

- A. Upon receipt of letter of intent to award a contract, the Bidder agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Conditions of the Contract.

## 1.9 BIDDER'S QUALIFICATIONS

- A. The Undersigned declares that he has had prior experience in the type of work required by the Contract documents and that he has the necessary finances, personnel and working organization, and equipment available to execute the proposed work in accordance with the requirements of the Contract Documents. The Undersigned further declares that he is prepared to and will promptly furnish a certified written statement regarding his qualifications, including finances, upon request of the Project Manager.

**1.10 LEGAL STATUS OF BIDDER**

- A. The Bidder does hereby declare that it has the following legal status. (Note: fill out the applicable legal status, and strike out the other two)

1. A corporation organized and existing under the laws of the state of \_\_\_\_\_, for whom, \_\_\_\_\_, whose signature is affixed hereto, is duly authorized to execute contracts.
2. A partnership, all the partners of which, with addresses, are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1.11 FIRM NAME AND ADDRESS OF BIDDER**

- A. This Bid is submitted in the name of:

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Signed and sealed this \_\_\_\_\_ day of, \_\_\_\_\_ 2017.

**END OF PART II**  
**FORM OF PROPOSAL (BID FORMS)**

**1.3 BREAKDOWN OF BASE BID**  
Bidder DO NOT change the format

**A. O'Shea Playfield**

Description	Price
1 Demolition	
2 Play Mound	
3 Asphalt Walkways	
4 Entry Plaza	
5 Court Restoration	
6 Site Amenities	
7 Playground Repairs	
8 Planting	
9 Site Restoration	
10 Mobilization	
11 Layout & Field Survey	
12 Bonds & Insurance	
13 General Conditions	
14 Miscellaneous & Close-Out Work	

**Total O'Shea Playfield:**

**Alternate**

- 1 Demolition
- 2 Concrete Flagstones
- 3 Plaza near Playground
- 4 Plaza near Courts
- 5 Picnic Tables on Concrete Pads:
- 6 Relocate Concrete Play Structure
- 7 Meadow Planting
- 8 Meadow Establishment

**1.4 BREAKDOWN OF BASE BID**

**B. Butler Playfield**

Description	Price
1 Asphalt Walkway	
2 Soccer Goal Relocation	
3 Site Restoration	
4 Mobilization	
5 Bonds & Insurance	
6 Layout & Field Survey	
7 General Conditions	
8 Miscellaneous & Close-Out Work	

**Total Butler Playfield**

3/2/2017

## **PART III**

# **SCOPES OF WORK**

## **CITY OF DETROIT GENERAL SERVICES DEPARTMENT**

### **O'SHEA AND BUTLER PARK IMPROVEMENTS REQUEST FOR PROPOSAL**

#### TABLE OF CONTENTS

#### DIVISION ONE: SCOPES OF WORK

A.	O'Shea Playfield	2
B.	Butler Playfield	7

**O'SHEA PARK:**

**1. Demolition:**

- a. Basketball Court: Remove approximately 1410 SF of asphalt surfacing from basketball court as indicated on drawing. Saw-cut to establish a clean edge. Properly dispose off-site.
- b. Parking Lot: Remove approximately 10 LF of curb from the parking lot. Verify location with Landscape Architect prior to demolition. Saw-cut to establish clean edges. Properly dispose off-site.

**2. Play Mound:**

- a. Install one (1) play mound from approximately 500 CY of site spoils from project site. Dumped in place, compacted and graded to achieve shape and slopes as per Drawings. Approved topsoil to be used at top 4" of play mound. Approved straw mat to be properly installed on the steep backside of the mound. A modified approved version of this mat will still be required if Alternate #2 Concrete Flagstones is approved.

**3. Asphalt Walkways:**

- a. Install approximately 9,856 SF of asphalt pathways, 8' wide by approximately 1232' long as per Drawing. Verify walkway layout with Landscape Architect prior to construction. Installation is to be performed according to standard GSD specifications and details.
- b. Install approximately 58 SF of asphalt path, 10' wide to connect the parking lot to asphalt loop pathway, as per Drawing. Verify location with Landscape Architect prior to installation. Install one (1) metal bollard at the center of path as per GSD standard details and specifications.
- c. Install approximately 72 SF of asphalt path, 8' wide to connect the existing court surface to asphalt loop pathway, as per Drawing.

**4. Entry Plaza:**

- a. Install approximately 1,157 SF of crushed limestone surfacing and approximately 51 LF of standard metal landscape edging, as per Drawings. Installation is to be performed according to standard GSD specifications and details.

**5. Court Restoration:**

- a. Caulk and repair all cracks in court surface approximately 50 LF.
- b. Apply acrylic color surface system and striping to court surface, approximately 14, 435 SF, as per layout and color specified in the Drawings. Application is to include filler/leveler to minimize any depressions in the asphalt surface, sealer, basecoat, and two (2) color coats minimum. Application is to be performed according to standard GSD specifications and details.



- c. Install four (4) Bison model #PR-52 basketball hoop packages, 10' height, or approved equal. Installation is to be performed according to standard GSD specifications and details.
- d. Install one (1) set of pickleball posts (2 per set) and it shall be Douglas model # 20105-P, 3" diameter, round top, and 3'-tall, color: black, or approved equal. Install one (1) pickleball net and it shall be Douglas model # 63070-P, ¾" square mesh, 3'-high and 22'-wide, or approved equal. Installation is to be performed according to manufacturer and standard GSD Specifications and Details.
- e. Regrade around court perimeter to allow for surface runoff approximately 1,300 SF.

**6. Site Amenities:**

- a. Install two (2) backless benches on existing court surface and they shall be Wabash Valley model #CY425S, 6' long, in-ground mounted, without back, with slats, color: black, or approved equal. Core holes for footings in existing asphalt as necessary, min 48"-deep.
- b. Install two (2) benches with backs on concrete pads (4' x 18') and they shall be Wabash Valley model #CY420S, 6' long, surface mounted, with back, with slats, color: black, or approved equal.
- c. Install three (3) trash receptacles on concrete pads (4'x4') to be UltraSite model #PR-32, with liner, no lid, surface mounted, perforated, color: black, or approved equal. Drill extra holes in liner to allow for drainage (3 holes at bottom and 3 holes on sides near bottom). Provide three (3) additional liners with holes to GSD for future use.
- d. Install three (3) bike loops on concrete pad (8'x10') to be UltraSite model #5821-SM Inverted Rack, surface mounted, color: black, or approved equal.
- e. Install one (1) GSD standard park sign, double-sided, polyfused and in-ground mounted with concrete pad (2'x6') to be field located by Landscape Architect. Installation to be performed according to Manufacturer's and standard GSD specifications and detail.
- f. Confirm all site amenity locations and dimensions with Landscape Architect prior to installation.
- g. Installation is to be performed according to standard GSD specifications and details.
- h. Tack weld hardware on all new site amenities for added security.

**7. Playground Repairs:**

- a. Repair existing Little Tikes playground equipment. Contact Little Tikes Sales Representative Jim Kennedy for more information: Jim Kennedy, Great Lakes Recreation Company (586) 228-9390. Repair is to include parts and labor for installation, including but not limited to patch repair of protective playground rubber surfacing caused by repair/replacement necessary to complete task.

**8. Planting:**

- a. Install (17) total shade trees, 3" caliper as indicated on the Drawings and they shall be:
  - i. (10) *Liriodendron tulipifera* (Tulip Poplar)

- ii. (7) *Acer saccharum* (Sugar Maple)
- b. Install (7) trees, 10'-height as indicated on Drawings and they shall be:
  - i. (8) *Betula nigra* 'Cinnamon Bark' (River Birch), multi-trunked
- c. Verify locations with Landscape Architect prior to installation.

**9. Site Restoration:**

- a. The completion of the site restoration work shall include, but is not limited to, the restoration of all areas disturbed by the construction work operations, backfilling, all final lawn rough grading, finish fine grading of the lawn surfaces as specified in the preparation to install the hydro-seeding materials for lawn areas, the actual hydro-seeding and fertilization of the prepared and approved turf lawn areas, protection of all fixed site improvements like fencing, trees, play structures, walk and other paved surfaces from any over-spray, clean-up following installation work, aeration, and fertilizing, and other maintenance and care necessary to produce a quality lawn including scarifying and re-application of any bare areas as required until the new turf is fully established and accepted by the City and final clean-up of the Park to turn back over to the City, and all other items necessary to complete the job, whether specifically mentioned or implied. If the City Representative determines that top soil from this site or other project sites is acceptable top soil the contractor may be allowed to reuse the acceptable topsoil as back fill material for site restoration.

**10. Mobilization:**

- a. Mobilization will be paid for on a contract lump sum basis. Price paid shall be payment in full for all labor, material, and equipment necessary for all preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, tools and any other incidentals that are required to project site; and any other facilities necessary to undertake the work on the project; and for other work and operations, which must be performed, or for expenses incurred, prior to beginning work on the various contract items at the project sites. This item shall also include preconstruction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The price paid shall be payment in full for Mobilization throughout the progress of the project work until completed.

**11. Layout & Field Survey:**

- a. Layout and field survey will be paid for on a contract lump sum. Price paid shall be contractor's responsibility to lay out all site elements, mark all field locations, set grades and review with City Representative for approval.

**12. Bonds & Insurance**

- a. Bonds and Insurances will be paid for on a contract lump sum basis. Price paid shall be payment in full for the project contract bonds for the award amount and insurance policies throughout the life of the contract for the project work until completed.

**13. General Conditions:**

- a. General Conditions will be paid for at the Contract lump sum basis for work at all the various sites. Price paid shall be payment in full for General Condition's items & work throughout the progress of the Project Work, until completed.

**14. Miscellaneous & Close-out Work:**

- a. Price paid shall be payment in full for all submittals, testing, labor, material, layout and equipment necessary for the completion to the full satisfaction of the City of the work required by this Project not otherwise included in a pay item listed above, and for the preparation and submittal to the City of all manufacturer warranties, required test results, other miscellaneous required documents, final permit clearances, maintenance manuals and manufacturer data as may be required within individual specification sections of the Contract Documents, completion of any and all "punch list" work to satisfaction and acceptance of the City, "As Built" drawings given to the City Representative as a complete package and Final Waivers from all subcontractors and suppliers, release of Surety, and a final Sworn Statement.

**ALTERNATES**

**Alternate #1 Demolition:**

- a. Remove approximately (20,000 SF) of concrete surfacing. Salvage and set aside all large (2'+) pieces of intact concrete. Minor saw-cutting may be required to establish clean edge.
- b. Remove approximately eight (8) weedy shrubs of various sizes and five (5) trees. Properly dispose of off-site.
- b. Remove approximately six (6) metal play structures, one (1) concrete planter and four (4) basketball hoops. Properly dispose off-site.
- c. Remove approximately ten (10) light poles and concrete bases and footings.
- d. Remove approximately 475 LF of fencing and fence posts, to include footings. Properly dispose of off-site.
- e. Remove all vandalized and miscellaneous fence posts found on site, to include footings.
- f. Backfill, then add minimum of 4" approved topsoil and establish turf or meadow planting at location of each removal, as indicated on drawings. Spoils from onsite to be used as fill and topsoil pending approval from City Representative.

**Alternate #2 Concrete Flagstones:**

- a. Install approximately 1,500 SF concrete flagstones salvaged from site demolition on the side of the earthen berm as indicated on Drawings.

**Alternate #3 Plaza near Playground:**

- a. Install approximately 2,759 SF of crushed limestone surfacing and approximately 200 LF of standard metal landscape edging, as per Drawings. Installation is to be performed according to standard GSD specifications and details.
- b. Install two (2) picnic tables UltraSite model #338-P Square Single Pedestal Table, perforated, in-ground mounted, color: black, or approved equal.

**Alternate #4 Plaza near Courts:**

- a. Install approximately 252 SF of crushed limestone surfacing and approximately 111 LF of standard metal landscape edging, as per Drawings. Installation is to be performed according to standard GSD specifications and details.
- b. Install two (2) picnic tables UltraSite model #338-P Square Single Pedestal Table, perforated, in-ground mounted, color: black, or approved equal.

**Alternate #5 Picnic Tables on Concrete Pads:**

- a. Install four (4) picnic tables, surface mounted on concrete pads (10'x10') and they shall be UltraSite model #338-P Square Single Pedestal Table, perforated, color: black, or approved equal. Picnic tables to be located in field by Landscape Architect.

**Alternate #6 Relocate Concrete Play Structures:**

- a. Relocate and reinstall (2) concrete play structures (dolphin and red helix) elsewhere on site to be located in field by Landscape Architect.

**Alternate #7 Meadow Planting:**

- a. Plant approximately 50,000 SF of Meadow Seed Mix, as indicated in the Drawings. Use a disc-harrow or similar equipment as necessary to till under any existing turf, burying it with minimal clumps remaining above the surface. Rake off any unburied plant debris or soil clods and dispose of off-site. Rake off site to dislodge any weeds or reemerging turf. Apply seed mix to proposed meadow areas.

**Alternate #8 Meadow Establishment:**

- a. Provide maintenance agreement to last for 1-year after completion. Include intensive weeding by approved method(s) and watering of meadow areas to achieve proper establishment. Herbicide may be approved for use depending on type and method of application.

## **BUTLER PLAYFIELD (20230 Conant)**

\*Note: The Butler Playfield project is contingent upon meeting HUD environmental regulations

### **1. Asphalt walkway:**

- a. Install approximately 12,350 SF asphalt walkway, to include three (3) access walks, 8'-wide x 1,540'-long. 3" asphalt on 10' wide 6" deep MDOT 21 AA stone product with fines. Verify all walkway locations with City Representative prior to construction. Installation is to be performed according to standard GSD Specifications and Details.

### **2. Soccer Goal Relocation**

- a. Remove two (2) small soccer goals and backstays, including concrete footings, to be reinstalled in new location.
- b. Fill in holes from posts and backstays with approved soil. Plant grass seed on all disturbed areas.
- c. Remove existing concrete from footings on removed posts. Properly dispose offsite.
- d. Reinstall two (2) small soccer goals and backstays, into concrete footings, at location indicated on drawing. Confirm location with City Representative.
- e. 15 – 20 yards of approved site spoils are to be used to grade high or low spots of relocated soccer field.

### **3. Site Restoration:**

- a. The completion of the site restoration work shall include, but is not limited to, the restoration of all areas disturbed by the construction work operations, backfilling, all final lawn rough grading, finish fine grading of the lawn surfaces as specified in the preparation to install the hydro-seeding materials for lawn areas, the actual hydro-seeding and fertilization of the prepared and approved turf lawn areas, protection of all fixed site improvements like fencing, trees, play structures, walk and other paved surfaces from any over-spray, clean-up following installation work, aeration, and fertilizing, and other maintenance and care necessary to produce a quality lawn including scarifying and re-application of any bare areas as required until the new turf is fully established and accepted by the City and final clean-up of the Park to turn back over to the City, and all other items necessary to complete the job, whether specifically mentioned or implied. If the City Representative determines that top soil from this site or other project sites is acceptable top soil the contractor may be allowed to reuse the acceptable topsoil as back fill material for site restoration.

### **4. Mobilization:**

- a. Mobilization will be paid for on a contract lump sum basis. Price paid

shall be payment in full for all labor, material, and equipment necessary for all preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, tools and any other incidentals that are required to project site; and any other facilities necessary to undertake the work on the project; and for other work and operations, which must be performed, or for expenses incurred, prior to beginning work on the various contract items at the project sites. This item shall also include preconstruction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The price paid shall be payment in full for mobilization throughout the progress of the project work until completed.

**5. Bonds & Insurance:**

- a. Bonds and Insurances will be paid for on a contract lump sum basis. Price paid shall be payment in full for the project contract bonds for the award amount and insurance policies throughout the life of the contract for the project work until completed.

**6. Layout & Field Survey:**

- a. Layout and field survey will be paid for on a contract lump sum. Price paid shall be contractor's responsibility to lay out all site elements, mark all field locations, set grades and review with City Representative for approval.

**7. General Conditions:**

- a. General Conditions will be paid for at the Contract lump sum basis for work at all the various sites. Price paid shall be payment in full for General Condition's items & work throughout the progress of the Project Work, until completed.

**8. Miscellaneous & Close-Out Work:**

- a. Price paid shall be payment in full for all submittals, testing, labor, material, layout and equipment necessary for the completion to the full satisfaction of the City of the work required by this Project not otherwise included in a pay item listed above, and for the preparation and submittal to the City of all manufacturer warranties, required test results, other miscellaneous required documents, final permit clearances, maintenance manuals and manufacturer data as may be required within individual specification sections of the Contract Documents, completion of any and all "punch list" work to satisfaction and acceptance of the City, "As Built" drawings given to the City Official as a complete package and Final Waivers from all subcontractors and suppliers, release of Surety, and a final Sworn Statement.