



Paint Creek Trailways Commission
Request for Proposals
Design Build Services for
Observation Deck
Paint Creek Trail Parcel #15-14-276-076
RFP-PCTC-17-01

The Paint Creek Trailways Commission is accepting proposals from qualified firms to provide design build services for an Observation Deck on Paint Creek Trailways Commission Parcel #15-14-276-076. Sealed proposals must be received by the Paint Creek Trailways Commission at their physical location Paint Creek Cider Mill, 4480 Orion Road, 2nd Floor, Rochester, Michigan 48306 no later than 3:00 P.M, local time, **Tuesday, June 6, 2017**, at which time and place the names of proposers will be announced.

A SITE VISIT MEETING will be held on **Tuesday, May 9, 2017 at 10:00 a.m.** at the Clinton River Trailhead/ Parking lot, on Letica Drive east of Main Street, Rochester, Michigan for interested proposers to become familiar with the location and the work to be performed (See Appendix I: Map for Site Visit location).

Any deviation from the specifications must be noted on the proposal.

THE PAINT CREEK TRAILWAYS COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Please submit proposal on or before the date and time given above to:

Mailing Address:

Kristen Myers, Trail Manager
Paint Creek Trailways Commission
4393 Collins Road
Rochester, MI 48306

Physical Address:

Kristen Myers, Trail Manager
Paint Creek Trailways Commission
Paint Creek Cider Mill, 4480 Orion Road, 2nd Floor
Rochester, MI 48306

All proposals (5 copies) must be marked "RFP – DESIGN BUILD SERVICES FOR AN OBSERVATION DECK" and submitted in a Sealed Envelope **TO OUR PHYSICAL ADDRESS** LISTED ABOVE BY 3:00 P.M. Local Time on Tuesday, June 6, 2017. Proposals returned after this time will be returned unopened.



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BACKGROUND INFORMATION

The Paint Creek Trailways Commission is an intergovernmental agency comprised of Rochester, Rochester Hills, Oakland Township, and Orion Township in Oakland County, Michigan. It owns and manages the 8.9 mile Paint Creek Trail, and two additional undeveloped parcels in the City of Rochester. The Paint Creek Trail is located approximately located 30 miles north of Detroit. General information regarding the Paint Creek Trail and the Paint Creek Trailways Commission is available at www.paintcreektrail.org.

The Paint Creek Trailways Commission owns a ½ acre, undeveloped parcel in the City of Rochester near the Clinton River Trail and Bloomer Park. The parcel fronts the Clinton River. It is located east of Leticia Drive, approximately 1/3 mile from the Clinton River Trail Parking Lot and Trailhead. The parcel is accessible via the Clinton River Trail east, to an undeveloped path to Bloomer Park. (See Appendix II - Map of Parcel Location.)

SCOPE OF WORK

The Paint Creek Trailways Commission is seeking a qualified company that is actively engaged in the design and construction of observation decks. It is the Commission's desire to construct a new, aesthetically pleasing, observation deck that provides individuals the opportunity to view the Clinton River, and wildlife, while providing a resting area that is also ADA Accessible. The location of the Observation Deck will be identified at the site visit.

This project will consist of design build services to prepare a complete set of design documents for the construction of the observation deck. The entire design build process must provide for the complete design and construction of the observation deck. The successful proposer shall be required to provide all labor, equipment, materials, and supplies to accomplish the work except as otherwise indicated.

It is the intent of these specifications to outline the Commission's desire to obtain an observation deck, design plans and have the deck built to selected design specifications. All work shall be performed and completed in accordance with the best modern practices; further, detail necessary for safe and regular use shall not be omitted, although specific mention thereof may not be made in these specifications.

CONTRACTOR RESPONSIBILITIES

General Services: Design, fabricate, and construct an observation deck at Paint Creek Trailways Commission Parcel # 15-14-276-076.

Site Description: The Paint Creek Trailways Commission is the owner of the property, although the property is located within the City of Rochester and near the border of the City of Rochester Hills. The proposed location for the construction of the observation deck is on the southeast end of the parcel.



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Project Schedule: Design development will begin immediately upon award of the contract with a completion date no later than October 31, 2017.

Observation Deck Description:

It is the intent of these guidelines to describe the type and dimension of the Observation Deck desired.

- Shape: The Trailways Commission has approved a Concept Design drawing of the observation deck (Appendix III). The bench that is noted in the document will be purchased separately, and provided to the contractor for installation only.
- Deck Measurement: Approximately 12'W x 14'L, with 42" black, powder-coated aluminum round vertical balusters set in a Choicedek or similar composite frame (see Appendix IV: Example of type of railing system desired).
- Installation: The Trailways Commission would like contractor to utilize a Diamond Pier Footings.
- Materials: The Trailways Commission prefers the use of Choicedek Composite, or similar, for the deck.
- Color: Neutral tone decking, neutral tone composite frame with black, powder-coated aluminum round balusters.

Design Build Services: The design build services specifically include, but are not limited to the following services, for a guaranteed maximum price (GMP) within the Commission's budget.

- Successful proposer will be required to provide design services to the Commission which will include at a minimum, the development of two (2) to three (3) designs for the Commission's consideration. Design services to include preparation of alternatives to meet aesthetic desires expressed by the Paint Creek Trailways Commission.
- Prepare all drawings of approved design for review and signoff of designated Paint Creek Trail representative prior to construction.
- Professional Fees/Reimbursable Expenses – including all architects, engineers, surveyors, specialty consultants and subcontractors' (as required) for design development and construction; selected firm shall engage all required firms for a complete project.
- All required approvals and permitting (if applicable), including applicable fees, from federal, state, county and local governing jurisdictions, including securing required exemptions from appropriate agencies; all required documentation shall be provided by selected firm as required.
- Site Development – site preparation, grading, and landscaping
- New Construction – all construction including, but not limited to, coordination, subcontractors, work, equipment, materials, etc. and completion (final inspections) in compliance with the final designed project. Subcontractors' contracts shall be administered and held by Construction Manager.



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- Construction activities shall be coordinated with the Trail Manager.
- Construction inspection, quality control and quality assurance as required.
- Design and Construction Contingencies/Allowances/Change Orders
- Taxes, as required
- Complete field “as-built” documentation and final electronic “record” drawings
- Structure shall have a minimum one (1) year warranty from date of final completion.
- Additional services as mutually agreed between selected firm and the Commission.

Use of Design Build Process: This project will employ the design build project delivery process to encourage a creative problem solving approach through the interactive efforts of an experienced, highly motivated Design Build Team. The design build process will foster a cooperative owner-designer-contractor effort to identify potential value enhancement concepts throughout the design and construction process.

The Commission’s primary objective in utilizing the design build approach is to successfully meet the challenges presented by this project in a cost effective and efficient outcome. The Commission requests a complete project that provides functional design and construction quality within the established project budget. The Commission encourages development of creative options to maximize the value of the end product within budget constraints.

MANDATORY REQUIREMENTS

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure and understand that:

1. It will work closely with the Trail Manager during all phases of the work.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract. The Paint Creek Trailways Commission will also provide a single point of contact for the duration of the project.
4. The firm will ensure a timely completion.
5. The firm will comply with administrative procedures related to the project.
6. Work will not begin on any task within the project without written notice from the Paint Creek Trailways Commission. All tasks will be within the budget constraints of the Commission.
7. All design-build documents shall be approved by the Paint Creek Trailways Commission.



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WARRANTY

The successful Proposer represents and warrants, except as otherwise disclosed to the Commission in writing in connection with the submission of its proposal that:

1. The Contractor shall accomplish the work using a standard of performance commensurate with the highest degree of artistic professionalism.
2. The execution and fabrication of the work will be performed in a workmanlike manner.
3. The work as fabricated and installed will be free of defects in material and workmanship, including any defects consisting of “inherent vice” of qualities that cause or accelerate deterioration of work.
4. Reasonable maintenance of the work will not require procedures substantially in excess of those described in the maintenance and recommendations to be submitted by the successful proposer to the Commission under this contract.
5. The successful proposer shall warrant all work completed for a period of not less than one (1) year after the final acceptance of the work by the Commission. The Commission shall give notice to the Contractor of any observed deficiencies promptly.
6. The Contractor shall, at the request of the Commission, promptly cure the breach of any identified warranty issues at no cost to the Commission. The warranty work performed by the Contractor shall be consistent with professional accepted standards for repair or refabrication.

The proposer shall submit with their proposal the contractor’s installation warranty.

INSTRUCTIONS FOR SUBMITTAL

Proposals must address the following specific criteria in the order and format indicated.

1. Cover Letter - Provide a letter of transmittal identifying the prime Proposer and introducing the proposed Design Build Team members. Briefly summarize the Team’s background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project. This letter is to be signed by the individual to be regarded as the team leader with authority to bind the team contractually.
2. Evaluation Criteria – The format as outlined in the Evaluation Criteria Section shall be followed. Proposals shall be as concise as possible. The composition of this Team shall not be changed without presentation of sufficient cause and subsequent written approval by the Commission.
3. Supportive Information – Supportive information may include organization charts, capacity charts, graphs, photographs, maps, resumes, licenses, etc. at the discretion of the proposer.
4. Examples of similar construction projects and references, if available, should be provided to the Paint Creek Trailways Commission.



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EVALUATION CRITERIA

1. Experience and Qualifications of the Design-Build Project Team

Firms shall submit a brief explanation of why their firm, subcontractors, sub consultants, architects, and engineers are qualified for this particular project and how their project team's workload can accommodate the addition of a contract of this type. The firm shall also identify their internal policies and procedures to assure a quality product and completion of tasks on schedule and within budget. Of special interest to the Paint Creek Trailways Commission are:

- Procedures to assure completion of tasks on time and on budget.
 - Procedures to track performance of subcontractors and sub consultants.
 - Similar projects your firm has completed and their detailed history, total cost and schedule/timelines for design and construction.
 - Similar projects that the proposed team has worked collaboratively to complete.
- a. Identify the primary firm and other firms, (e.g. the design-build project manager, the construction project manager and architect/engineer, key staff) and other members of the project team, their qualifications and experiences and address the role each member will perform in this project. Provide a current resume for these personnel and copies of current licenses.
1. Design-Build Project Manager. The person (or persons) who will:
 - Be responsible for ensuring that adequate personnel and other resources are made available for this project
 - Handle all contractual matters and permitting
 - Be ultimately responsible for the quality, costs and timeliness of the Design-Build team's performance; and
 - Be responsible for all design aspects of the project.

State the person's position and authority within the firm. Discuss previous projects similar in nature for which this person has performed a similar function. Discuss relevant experience, professional registration's education, award and other components of qualifications applicable to this project.

2. Construction Project Manager. The person who will actively manage the construction of this project. Identify all projects that this person will be involved with concurrently with the construction of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.



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3. Architect/Engineer. The person(s) who is responsible for the design and engineering aspect of the project, including all required plans and drawings. Identify all projects that this person will be involved with concurrently with the construction of this project and the anticipated time commitment to each. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education, awards, and other components of qualifications applicable to this project.
- b. Identify other members of the project team including sub-consultants/sub-contractors that provide special expertise or will perform key tasks. Describe their anticipated roles and provide a brief statement of qualifications and experience for each.
2. Qualifications of the Design-Build Firm/Available Resources/Capacity
 - a. Identify the legal structure of the firm and/or consortium of firms. Describe the business experience of the firm(s) as it relates to carrying out projects of this type.
 - b. Describe the organizational structure of the firm or team of firms, including roles.
 - c. Furnish examples of three similar projects in which participants have completed projects ahead of schedule and/or below budget. Provide an explanation.
 - d. Describe proposer's procedure for developing, monitoring and maintaining project budgets and schedules.
 - e. Indicate the resources available to perform the work for this project.
 - f. Discuss how this project would impact current and anticipated workload.
 - g. Describe any notable expertise or other special capabilities of members of the Design-Build project team that are critical to your proposal.
3. Technical Approach
 - a. Briefly describe your overall plan for the design and construction of this project including a timeline.
4. Subcontractor Selection Plan
 - a. Submit procedures for selecting subcontractors based on a combination of qualifications and price.
5. Project Innovation
 - a. Demonstrate any innovative ways your project will reduce costs of construction, future maintenance, etc.
6. Cost
 - a. Guaranteed maximum price proposal
 - b. Warranty



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ADDITIONAL INFORMATION

7. **Supportive Information**

Supportive information may include organizational charts, capacity charts, graphs, photographs, maps, additional resumes, licenses, references, etc.

Proposals will be evaluated and ranked. The Paint Creek Trailways Commission reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more companies. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the Commission.

The Paint Creek Trailways Commission reserves the right to interview any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective and experienced provider(s) determined in the evaluation process. The Paint Creek Trailways Commission reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

The Commission is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, warranty, work plan, experience, and comparable projects/references may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the Commission.

The contractor selected for the award will be chosen on the basis of the apparent greatest benefit to the Commission, including, but not limited to:

- Qualifications and experience of team members
- Similar design build projects
- Project approach/methodology
- Project schedule
- Capacity of team to service the project
- Cost/Warranty

GENERAL CONDITIONS

All proposals shall be complete as outlined above in order to be deemed "responsive."

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the Commission or who otherwise may be deemed irresponsible or unreliable by the Commission.



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No proposal will be allowed to be withdrawn after it has been deposited with the Paint Creek Trailways Commission, except as provided by law. All proposers are held to prices proposed for 120 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work and specifications must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the Paint Creek Trailways Commission unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The Commission cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The Commission may honor requests for confidentiality only to the extent that FOIA permits.

The Commission reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the Paint Creek Trailways Commission.

The Commission reserves the right to change or amend the Request for Proposal document by Addendum. It shall be the contractor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices quoted shall not include Federal or State taxes. The Commission will furnish the successful bidder with tax exemption certificates when requested.

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of:

Kristen Myers, Trail Manager
Paint Creek Trailways Commission
4393 Collins Road
Rochester, MI 483806
Phone: 248-651-9260
Email: manager@paintcreektrail.org



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Only those persons designated above are authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquiries made directly to firms regarding their proposals from all other persons are to be directed to the Trail Manager for appropriate review and response.

Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.

The Paint Creek Trailways Commission shall reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of the Paint Creek Trailways Commission will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the Paint Creek Trailways Commission's best interest and will be final. The Paint Creek Trailways Commission reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

If the awarded Contractor should neglect to perform the work properly or fail to perform any provision of this contract, the Paint Creek Trailways Commission, ten (10) days after providing written notice to the Contractor may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor plus twenty (20%) percent of the cost of the remedy for failure to perform.

Should the awarded contractor abandon this project or if the contractor should be adjudged bankrupt or if its performance of this contract is unnecessarily or unreasonably delayed; or if it should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency or if it should persistently or repeatedly fail to fulfill portions of the contract requirements, the Commission shall have the right to cancel the contract with ten (10) day's notice.

No work may be subcontracted without the written consent of the Paint Creek Trailways Commission. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract and shall provide insurance coverages as required from the principal Contractor. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Paint Creek Trailways Commission for such acts or omissions.

Proposers shall provide Waivers of Lien as necessary.

The Contractor shall not assign this Agreement or any part thereof without the written consent of the Commission. The Commission reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the Commission. If any part of the Contractor's work depends on the proper execution of any other contractor, the Contractor shall inspect and promptly report to the Commission any defects in such work that renders it



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unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other contractor's work.

The proposer will be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, except as may otherwise be specified as "furnished by the Commission." All work shall meet with the approval of the Trail Manager or his or her authorized representative, as conforming to the provisions and requirements of this contract.

Work shall be performed Monday through Friday, between 8:00 a.m. and 5:00 p.m., unless otherwise arranged with the Paint Creek Trailways Commission Trail Manager or his or her authorized representative. No work shall be performed on the Memorial Day, Fourth of July, Labor Day or Thanksgiving holiday period as defined by the Trail Manager or his or her authorized representative.

The proposer will supervise and direct the work efficiently with due care, skill and attendance. The proposer will be responsible to ensure that the finished work complies accurately with the specifications.

The Commission may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. The Commission reserves the right to delete or add work without penalty or changes in the unit prices of the proposal. Time of completion affected by such changes shall be adjusted at the time of ordering such changes.

Proposers are advised that proposals are considered to be under evaluation until contract award. The Commission staff are restricted from giving any information relative to the submitted proposals or the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the Paint Creek Trail website. Proposal information will be available upon award of the contract.

As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the Paint Creek Trailways Commission, the version maintained by the Paint Creek Trailways Commission shall govern.

PAYMENT

The awarded Contractor shall be required to submit authentic, accurate and itemized documentation as required by the contract for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered.

Advanced payments will not be authorized. Payments will be made on a time and materials basis and acceptance of services rendered. Correct invoices will be paid Net 30 days upon receipt by the Commission



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with a five (5%) percent retainage held until project completion and verification by the Trail Manager that all requirements of the contract have been satisfied. Invoices are processed on the third Tuesday of each month.

HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify and hold harmless the Paint Creek Trailways Commission, its elected and appointed officials, employees and volunteers and others working in behalf of the Paint Creek Trailways Commission, City of Rochester, City of Rochester Hills, Charter Township of Oakland, Charter Township of Orion, and the Village of Lake Orion against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Paint Creek Trailways Commission, City of Rochester, City of Rochester Hills, Charter Township of Oakland, Charter Township of Orion, and the Village of Lake Orion, its elected and appointed officials, employees, volunteers or others working in behalf of the Paint Creek Trailways Commission by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

INSURANCE REQUIREMENTS

The vendor shall not commence work until he has obtained and delivered to the Paint Creek Trailways Commission the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the Commission and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the Paint Creek Trailways Commission to the attention of the Trail Manager at the following email address: manager@paintcreektrail.org.

A new certificate of insurance shall be provided to the Commission each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.



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3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the Paint Creek Trailways Commission, City of Rochester, City of Rochester Hills, Charter Township of Oakland, Charter Township of Orion, and the Village of Lake Orion all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
7. **Proof of Insurance Coverage:** The Contractor shall provide the Paint Creek Trailways Commission, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Paint Creek Trailways Commission at least ten (10) days prior to the expiration date.

INSTRUCTIONS TO PROPOSERS

- The following pages include a vendor questionnaire to be completed. Each item must be completed with a response. Proposers not responding to any of the specifications or questions may be classified as unresponsive.
- Supplemental information may be attached to your proposal.
- Any significant explanation desired by a proposer, regarding the meaning or interpretation of the



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Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP, if such information would be of significance to uninformed proposers. The Commission shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal must be made in writing prior to May 23, 2017 at 4:00 p.m., at which time a response will be prepared and forwarded to all vendors.

- A Site Visit Meeting will be conducted on Tuesday, May 9, 2017 at 10:00 a.m. at the Clinton River Trailhead/ Parking lot, on Leticia Drive east of Main Street, Rochester, Michigan for interested proposers to become familiar with the location and the work to be performed (See attached map for location). All proposers are encouraged to attend at the date and time specified. There will be no additional opportunities to meet with staff.
- Five (5) copies of the proposal shall to be completed in legible form, preferably typewritten.
- **PLEASE MARK YOUR ENVELOPES. “RFP - DESIGN BUILD SERVICES FOR AN OBSERVATION DECK”.**
- **NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.**
- **TIMELY SUBMITTAL:** Proposals are accepted until Tuesday, June 6, 2017, at 3:00 P.M. at our **PHYSICAL ADDRESS** of 4480 Orion Road, 2nd Floor, Rochester, Michigan, 48306 (Paint Creek Cider Mill, Paint Creek Trail Office on the 2nd Floor). Late submittals will not be accepted.
- The Paint Creek Trailways Commission reserves the right to reject any and all Request for Proposals (RFP), to waive any irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable to the interests of the Paint Creek Trailways Commission.

GENERAL SPECIFICATIONS

PART 1—SAFETY

- A. All contractors and subcontractors performing services for the Commission are required and will comply with all Occupational Safety and Health Administration (OSHA), State Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. Proposer shall provide all barricades, traffic control devices and other safety equipment, as necessary.



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- B. Contractor shall take all necessary measures to prevent damage to other areas adjacent to his work. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise the Commission shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's invoice.
- C. Contractor shall store materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of work, the work of other contractors or the operation of Commission business. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with normal use the Trail property, except with prior written authorization by the Paint Creek Trailways Commission.
- D. Contractor is responsible for the storage and security of equipment and materials and that of its subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the Paint Creek Trailways Commission.
- E. Contractor shall perform cleanup of work area on a daily basis to remove debris from that day's work. At the completion of the work, the contractor shall remove all equipment, surplus material, rubbish and debris, etc., from the premises. All surfaces involved in the work shall be cleaned and made ready for use. Contractor shall remove all rubbish and debris from Commission property and legally dispose of it.

PART 2—MATERIALS AND DESIGN

- A. Equipment and materials provided shall be standard product of a manufacturer, regularly engaged in the manufacture of the product that has been performing satisfactorily. The equipment shall be supported by an authorized service organization or factory employee (of the manufacturer/supplier) that is reasonably convenient to the jobsite. Discontinued models are not acceptable. No work shall be started before all materials are in the possession of the Contractor.
- B. Contractor shall represent and warrant that the goods, materials and supplies or components offered to the Commission under this proposal are new, not used or re-conditioned and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies or components offered are current production models of the respective manufacturer.

PART 3—INSTALLATION

- A. Contractor shall maintain continuously a competent superintendent, satisfactory to the Commission, with the authority to act for him in all matters pertaining to the work. Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the Commission for material and equipment storage.



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- B. Contractor shall be responsible for the removal and legal disposal of sod, debris or any other materials from the construction site.
- C. It shall be understood and agreed upon by the Contractor that the work herein described shall be completed in every detail, even though every item involved is not particularly mentioned. The Contractor shall be held to provide all labor and materials for the completion of work intended and described.
- D. All existing trees shall be protected.

PART 4—QUALITY ASSURANCE

- A. The Contractor shall maintain continuously a competent superintendent, satisfactory to the Commission, with authority to act for him in all matters pertaining to the work.
- B. The Contractor shall confine his operations to the areas to be improved and to the areas allotted him by the Commission's representative for material and equipment storage.
- C. There shall be a manufacturer's 1-year warranty from date of acceptance on materials and contractor's warranty on all materials, equipment and workmanship for a period of 1-year from the date of final acceptance of the complete job, against original defects of material and workmanship or excessive wear or deterioration. Defects are to be made good at the Contractor's expense with no cost or obligation to the Commission.

PART 5—DELIVERY, STORAGE, AND HANDLING

- A. Store and handle materials to prevent damage and deterioration. Materials damaged or defective as determined by the Trail Manager or his or her authorized representative shall be replaced or repaired at no additional cost to the Commission.
- B. Storage of materials and equipment in conjunction with this contract is the responsibility of the Contractor. Stored materials and equipment on site shall be stored in a location as directed by the Trail Manager or her authorized representative.

PART 6—PROJECT CONDITIONS

- A. The proposer acknowledges that he has examined the site and the submission of a proposal shall be considered evidence that examination has been made. The proposer has carefully estimated the difficulties with the existing conditions as they relate to the total and entire satisfactory completion of the work.



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- B. All work shall be completed in accordance with the specifications and standard trade practices.
- C. The contractor shall field verify all quantities, measurements, dimensions, and existing conditions, including static water pressure. The contractor shall review the contents of the specifications and verify discrepancies (if any) prior to submitting this proposal document. There will be no change orders based on mistaken quantity, count, measurements or dimensions.

PART 7—CODES AND STANDARDS

- A. The Contractor shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of the project.
- B. Any permits for the installation or construction of the work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained and paid for by the Contractor, each at the proper time. Contractor shall also arrange for and pay all costs in connection with any inspections and examinations required by these authorities.
- C. In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Trail Manager or his or her authorized representative, the Contractor shall notify the Trail Manager or his or her authorized representative at least twenty four (24) hours in advance of the time and such inspection and/or direction is required.
- D. Any necessary alterations to the project needed because of failure of the Contractor to have the required inspections shall be performed at the Contractor's own expense.
- E. The Contractor shall comply with the requirements of the Soil Erosion and Sedimentation Control Act of the State of Michigan and/or the Oakland County Drain Commissioner. If a soil erosion control permit is required on this project, the Contractor shall adhere to the specific conditions of the project permit. The Contractor shall conduct his operations so as not to allow excavated material to enter the existing sewer system. Existing storm drainage shall be maintained at all times.
- F. The Contractor shall provide for the protection of the public, Commission employees and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the Commission representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

PART 8—PROPOSERS RESPONSIBILITY



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- A. It shall be the responsibility of the proposer to become familiar with the premises specified and the work to be performed according to the specifications.
- B. By submitting a proposal, the proposer acknowledges that he/she has investigated and satisfied himself/herself as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water and electric power. Any failure of the proposer to acquaint himself/herself with the available information will not relieve him/her for responsibility for properly estimating the cost of successfully performing the work. The Paint Creek Trailways Commission shall not be responsible for any conclusions or interpretations made by the contractor of information made available by the Paint Creek Trailways Commission.
- C. Successful contractor is responsible for locating all telephone, cable TV, fiber optics, gas, water, sewer and electrical lines before any digging. Vendor shall contact MISS DIG at 1-800-482-7171 at least three (3) full days before digging or working. Contractor shall be held responsible and liable for any damages incurred resulting from his/her negligence. The contractor shall protect existing systems and utility services and be responsible for their replacement if damaged.

PART 9—FINAL CLEANUP/RESTORATION

- A. The work shall not be considered as completed, nor will final payment be made until the area has been restored to a neat, orderly appearance acceptable to the Trail Manager or his or her authorized representative. Equipment, excess material, rubbish, etc., resulting from the Contractor's operation must be removed from the site.
- B. Repair of all areas disturbed by the Contractor's operations shall be in accordance with the best modern practices, the Commission's standards and/or as specified at the time of requested service. Contractor shall go over the entire project and remove all construction debris, including forms, form pins, waste concrete, bracing and any other deleterious materials. Refill any places that may have settled. The contractor shall then re-grade and fills all areas that may have been disturbed through its operations.

OWNERSHIP

Ownership of all data, materials and documentation originated and prepared for the Paint Creek Trailways Commission pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the Paint Creek Trailways Commission. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor (or by such sub-contractors and specialty consultants) in rendering services hereunder shall be sole property of the Commission who may have access to the reproducible copies at no additional cost other than printing. The Contractor shall in no



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way be liable or legally responsible to anyone for the Commission's use of any such materials for another project, or following termination.

MATERIALS AND WORKMANSHIP

All workmanship shall conform with the best current practice of the respective trades; and all equipment, materials and articles incorporated in the work under the Agreement shall be new, and of the best grade of their kind for their purpose. The Contractor shall, if required, furnish evidence as to the kind and quality of the materials, equipment and/or articles used. The Commission shall have the right to order the work wholly or partially stopped until objectionable work, materials, equipment and/or articles are removed, or to declare the Agreement forfeited for non-performance or not being executed according to the intent or meaning of the specifications or other documents used in conjunction with this work.



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VENDOR QUESTIONNAIRE

| | | | | | |
|--|-------------|--------------------|---------------|-------|--|
| Date: | | | | | |
| FIRM 1 - LEAD FIRM | | | | | |
| Firm Name: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Contact: | | | | | |
| Telephone Number: | | | | | |
| Fax Number: | | | | | |
| E-Mail Address: | | | | | |
| Firm Established: | | Years in Business: | | | |
| How many years has your company been providing services requested in this RFP? | | | | | |
| Type of Organization (Circle One): | | | | | |
| Individual | Partnership | Corporation | Joint Venture | Other | |

| | | | | | |
|--|--|--------|--|------|--|
| Provide information on other firms proposed for this project: | | | | | |
| FIRM 2 | | | | | |
| Firm Name: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Contact: | | | | | |
| Telephone Number: | | | | | |
| Fax Number: | | | | | |



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| | | | | |
|--|-------------|--------------------|---------------|-------|
| E-Mail Address: | | | | |
| Firm Established: | | Years in Business: | | |
| How many years company has this company been providing services requested in this RFP? | | | | |
| Type of Organization (Circle One): | | | | |
| Individual | Partnership | Corporation | Joint Venture | Other |

| | | | | |
|--|-------------|--------------------|---------------|-------|
| FIRM 3 | | | | |
| Firm Name: | | | | |
| Address: | | | | |
| City: | | State: | | Zip: |
| Contact: | | | | |
| Telephone Number: | | | | |
| Fax Number: | | | | |
| E-Mail Address: | | | | |
| Firm Established: | | Years in Business: | | |
| How many years company has this company been providing services requested in this RFP? | | | | |
| Type of Organization (Circle One): | | | | |
| Individual | Partnership | Corporation | Joint Venture | Other |

List the last five (5) contracts your company has completed design-build services. Describe services, names, address and telephone number. Please include public sector clients and clients within the state of Michigan.



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Identify who will be assigned to this project. Provide qualifications, experience and current licenses of staff proposed for this project.

Do you have experience in designing and/or constructing observation decks? Please explain and provide examples.



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How many employees does your company employ?

Full-Time

Part-Time

Describe any recommendations for the successful completion of the project meeting the Commission's objectives.

What is the approximate time frame for completion of the project? Please state start time (in days) after award of contract, construction, and estimated date of completion.



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Describe the warranty for the project, both by the contractor and architect/engineer. Please provide a copy of written warranty with proposal submittal.

| |
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Can you meet the Commission's Insurance Requirements

YES

NO

How many clients does your company currently serve with the type of services described?

| |
|--|
| |
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Provide a work plan for this project. Describe how you will manage, supervise, and coordinate all work for the successful completion of this project.

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Provide a list of a minimum of three (3) client references. Include name, address, phone number and contact person.

Please list proposed subcontractors, if any.

State any exceptions or alternatives to this Request for Proposals.



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COST PROPOSAL

| | |
|--|---|
| Guaranteed Maximum Price Proposal | |
| \$ _____ | Total Lump Sum Cost for complete project |

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Design Build Services for the observation deck at Paint Creek Trail Parcel # 15-14-276-076, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through the term of the contract.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the Paint Creek Trailways Commission.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to the other proposers, so that all proposals for this project will result from free, open and competitive proposing among all vendors.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Paint Creek Trailways Commission. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Commission, at its discretion may reject their proposal.



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The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

The undersigned certifies on behalf of the Proposer that the Proposer is not an “Iran Linked Business,” as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

| | | | | | |
|-----------------------|--|--------|--|------|--|
| Representative’s name | | | | | |
| Title | | | | | |
| Signature | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Contact: | | | | | |
| Telephone Number: | | | | | |
| Fax Number: | | | | | |
| E-Mail Address: | | | | | |