PAINT CREEK TRAILWAYS COMMISSION

Request for Quotes
Paint Creek Trail Foley Pond Split Rail Fence and Bridge 32.3 Timber Rail

The Paint Creek Trailways Commission is seeking quotes from qualified and experienced contractors to remove and replace a split rail fence adjacent to Foley Pond on the Paint Creek Trail in Orion Township. Contractors may also submit quotes for an alternate bid item to remove and replace timber rails at Bridge 32.3 in Rochester Hills.

Background

The Paint Creek Trail was the first non-motorized Rail to Trail in the State of Michigan. 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 30 miles north of Detroit. General information regarding the Paint Creek Trail and the Paint Creek Trailways Commission is available at www.paintcreektrail.org.

In 2005, the Paint Creek Trailways Commission completed the Paint Creek Trail Enhancement Project with funding from the Michigan Natural Resources Trust Fund. As part of this project, the Commission built a 200-foot erosion control structure that also serves as an observation deck on the east side of Paint Creek Trail. The deck is located approximately 2,000 feet north of the intersection of Clarkston and Kern Roads in Orion Township. The observation deck serves as a buffer between the trail area and a pond that is home to fish and many species of wildlife and waterfowl. Along with the observation deck, a split rail fence was installed at the site along the edge of the pond and deck. This fence has since fallen into disrepair as rails are missing and the fence is leaning in several places thus creating a safety hazard. The Paint Creek Trailways Commission would like to have the existing fence removed and a new split rail fence installed to improve the safety and aesthetic quality of the site.

In 2019, the Paint Creek Trail resurfaced the entire length of the Paint Creek Trail. During the resurfacing project, the removal and replacement of timber approach rails at the bridges along the trail were eliminated from the project to save costs. With additional funding now available, the Paint Creek Trailways Commission would like to begin the first phase of this project with the removal of existing rails and installation of four new timber approach rails at Bridge 32.3 in Rochester Hills. The removal and replacement of the timber rails at Bridge 32.3 are not included in the base bid and the Owner may select to perform or not perform all work associated with this bid alternate.
General Conditions

The purpose of this solicitation is to identify a qualified and experienced contractor who will work in a professional manner to remove and replace the split rail fence at Foley Pond and possibly remove and replace the timber approach rails at Bridge 32.3. Work must be completed before September 30, 2021. If contractor is unable to meet September 30, 2021 completion date, please specify in your quote the date you anticipate work could be completed by.

Public Information

All submitted quotes and information therein or attached thereto shall become public record upon their delivery to the Commission.

Right to Reject Quotes and Waive Informalities

The Paint Creek Trailways Commission reserves the right to reject any or all quotes, waive or modify quote requirements, waive informalities, allow corrections of errors or omissions, negotiate individually with one or more proponents, request supplemental quotes and/or additional information, and to select and award a contract to a qualified consultant determined by the Trailways Commission, in their discretion, to be in the best interest of the Trail considering all factors.

Any acceptance of a quote by the Paint Creek Trailways Commission shall not be binding on the Commission and may be withdrawn for at least ten days after the date of acceptance and until the selected consultant has submitted the signed contract and satisfied all insurance and other acceptance conditions. During the period of time the Paint Creek Trailways Commission acceptance may be withdrawn, the Paint Creek Trailways Commission reserves the right to continue to review, evaluate and investigate all quotes and consultants, and for any reason approved by the Paint Creek Trailways Commission, may withdraw all acceptance of a quote.

Changes and Addenda to Bid Documents

Each change or addendum issued in relation to the RFQ will be posted at the Paint Creek Trailways Commission office, on the Trail website, and emailed to all who are known to have received a copy of this RFQ. Proposers shall acknowledge receipt of all addenda. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

Interviews

At their option, the Paint Creek Trailways Commission may choose to meet with all or any of the contractors submitting a quote.

Award
Members of the Paint Creek Trailways Commission and staff will review all quotes. Competitive quotes will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, and timelines may be overriding factors, and price may not be determinative in the issuance of a contract or award. The quote evaluation criteria should be viewed as standards, which measure how well a vendor’s approach meets the desired requirements. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the Paint Creek Trailways Commission. The Paint Creek Trailways Commission reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality level and budget constraints.

The evaluation and award of this quote shall be rated on the following (not in any relevant order):

- Quote pricing for construction.
- Evaluation of the scheduling.
- Evaluation of professional qualifications and capabilities of the firm and its project management and assigned personnel to perform requested services.
- Related experience with similar types of projects.
- Attention to requests and requirements of this RFQ.
- Results of interview (if conducted).

The prices proposed shall be considered firm and cannot be altered after receipt per the terms of this quote. The contents of this RFQ and the vendor’s response will become contractual obligations if a contract ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

Following review, the Trailways Commission will make the final decision and authorize the signing of a contract. The Commission reserves the right to reject any and all quotes.

**Liability for Costs**

The Paint Creek Trailways Commission is not liable for any costs incurred by firms with regard to this RFQ.

**Tax Exemption**

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

**Contract Terms**

**Contract Period**

The selected consultant(s) may be provided with a contract commencing on approximately August 18, 2021. If awarded the contract, the contractor agrees to perform the work after August 18, 2021 and completing before September 30, 2021 or an alternate date as specified in the
quote, unless adverse weather conditions prevent work, in which case the completion time will be determined by the Trailways Commissions and the Contractor.

### Cancellation of Contract

The Paint Creek Trailways Commission (PCTC) reserves the right to cancel any agreement at any time upon seven (7) days prior written notice of its intent to terminate any agreement. The selected firm shall provide the PCTC at least thirty (30) days prior written notice of its intent to terminate any agreement.

### Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Paint Creek Trailways Commission, Orion Township Parks and Recreation, the Charter Township of Orion, Rochester Hills Parks and Natural Resources, the city of Rochester Hills, and each body’s elected and appointed officials, employees and volunteers and others working on their behalf, against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitation: direct, indirect, incidental, consequential, special and punitive damages, fees and expenses of attorneys, expert witnesses and other consultants which may be imposed upon, incurred by, or asserted against the Paint Creek Trailways Commission, Orion Township Parks and Recreation, the Charter Township of Orion, Rochester Hills Parks and Natural Resources, and the city of Rochester Hills as a result of any negligent or tortuous act, error of omission of the Contractor, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, their agents and employees (collectively called “Associates”) for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee of the Paint Creek Trailways Commission, Orion Township Parks and Recreation, the Charter Township of Orion, Rochester Hills Parks and Natural Resources, or the city of Rochester Hills; and any failure by the Contractor, or any of its “Associates” to perform its obligations either implied industry standards, or expressed under this Contract; and any violation of any federal, state or local statute, regulation, ordinance, permit or license by the Contractor, or any of its personnel, employees, consultants, or subcontractors, or any of its “Associates”.

The Contractor’s indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages; compensation; or employee benefits. In addition, the Contractor agrees to hold the Paint Creek Trailways Commission, Orion Township Parks and Recreation, the Charter Township of Orion, Rochester Hills Parks and Natural Resources, and the city of Rochester Hills harmless from the payment of any deductible on any insurance policy paid or any other amount paid to the Paint Creek Trailways Commission, Orion Township Parks and Recreation, the Charter Township of Orion, Rochester Hills Parks and Natural Resources, and the city of Rochester Hills and each body’s elected and appointed officials, employees and volunteers, or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFQ and the contract entered into.

### Insurance Requirements
The contractor shall secure and maintain during the term of this contract insurance in the types and amounts specified in Attachment A, from an insurance agency authorized to do business in the State of Michigan, whose rating is satisfactory to the Paint Creek Trailways Commission’s Risk Management Advisor. The Contractor shall be required to provide policies evidencing the required coverage prior to the execution of the contract and the policies shall include the notice of cancellation time period, naming of additional insured and endorsement language as required.

**Contractual Arrangements**

Invoices for services will be paid within 45 days from receipt. The total amount invoiced is not to exceed the bid amount unless the Trailways Commission has approved other arrangements. The Trailways Commission reserves the right to terminate the contract at any time. Services rendered up to that point will be paid and the remaining contract will be nullified.

**Anticipated Schedule**

- Advertise for RFQ ............................................. July 26, 2021
- Quotes Due .................................................. August 6, 2021
- Award Contract ................................................ August 18, 2021
- Preferred Completion of Fence Installation ................ before September 30, 2021 or alternate date as specified in quote

**Scope of Work**

Contractor must provide Paint Creek Trail Manager “Notice of Start of Work” 48 hours in advance.

The successful bidder shall be required to provide all labor, equipment, materials, and supplies to accomplish the work except as otherwise indicated. Any deviation from the scope of work and specifications must be noted in the quote.

Contract plans for the project were developed and prepared by the Mannik & Smith Group as part of the 2019 resurfacing of the Paint Creek Trail.

**Project Specifications – Split Rail Fence**

The work includes split rail fence and timber rail as identified in the plans and per Division 7 and Section 709 of the Michigan Department of Transportation Standard Specifications for Construction.

**Materials**
Voids around intermediate posts shall be filled with 21AA aggregate compacted to 95% max density, in 6” maximum lifts up to the bottom of the proposed surface aggregate.

Timber shall meet the requirements of section 912 and shall be treated to ground contact requirements as stated in section 912.05.

Posts shall be 18” girth (approximately 25 square inches). 2-rail posts shall be approximately 64” in height. 3-rail posts shall be approximately 78” in height. Posts shall be buried 30” into ground.

3-rail or 2-rail “American Style” split rail system shall be used.

Construction

Split Rail Fence shall be constructed per the details identified in the plans and as shown herein.

Corner or end posts require 12” diameter concrete footings extending at least 24” into the undisturbed natural ground or properly compacted fill.

Typical split rail fence installation can be found in Figure 1 and 2 in Appendix E. Installation of fence shall be as per fence manufacturer’s recommendations.

Project Specifications – Bid Alternate #1: Timber Rail

This work consists of fabricating, furnishing, delivery to the site and installation of all timber members and required hardware for the Timber Approach Railing. Ensure all work is performed in accordance with section 709 of the Michigan Department of Transportation (MDOT) Standard Specifications for Constructions, including any supplemental specifications, except as modified herein.

Materials

Provide materials in accordance with subsection 709.02 of Standard Specifications for Construction, and as detailed on the plans listed below:

1. Lumber: All lumber must be dressed S4S (surfaced four sides) in accordance with ASTM D 245. All lumber sizes are nominal

   Pressure treat all timber material with Ammoniacal Copper Quat (ACQ) or Copper Azole (CA) to the preservative retention listed in AWPA U1 Commodity Specification F, Table 3.3B, use category 4A for ground contact. Treat all glu-lam members prior to gluing.

   Comply with ‘Best Management Practices for Use of Preservation-Treated Wood in Aquatic Environments in Michigan’, except as modified herein. Preservative treatments and treated timber materials must comply with the following AWPA standards:
Incorporate techniques into the treating process to minimize the amount of residual treatment on the surface of treated timber members, and to avoid excessively high retentions. To assure that treated timber members are not treated to excessively high retentions, do not exceed 150 percent of the AWPA specified minimums. Subject preservative treated members to specific fixation processes. Specific fixation processes include air seasoning, kiln drying, steaming or hot water baths. Dry preservative treated materials to a moisture content of 19 percent or less before shipping.

All exposed edges shall be free from splinters and sharp edges.

2. Hardware: Provide all hardware and accessories required to properly and completely execute the carpentry for this project, including, but not limited to: screws, bolts, nuts, washers, straps, and similar items, whether specifically mentioned herein or not.

A. Fasteners: Regular carriage bolt and socket button head screw hot dipped galvanized ASTM A307 steel bolts, nuts shall conform to ASTM A563 Grade A and shall be hot dip galvanized. Washers shall conform to ASTM F436 Type 1 and shall be hot dip galvanized. Split ring lock washers shall conform to ANSI B18.21.1 1999 and shall be hot dip galvanized. Nails and Wood Screws shall be hot dip galvanized.

B. Screws: Hot dipped galvanized, ASTM A 653, batch or post-dipped process, with a minimum coating thickness of 1.85 ounces of Zinc per square foot of surface area (G185), of type and size indicated on the plans.

C. Submittals: Product data conforming to the materials listed above.

**Construction**

Construct Timber Approach Rail in accordance with subsection 709.03 of the Standard Specifications for Construction, the details on the plans, and as directed herein.

Meet the recommendations of the AITC for the diameter and depth of holes in timber members, for drift pins, drive spikes, bolts, and lag bolts.

Prior to treatment, perform all drilling, cutting, and fabricating of timber members, unless otherwise noted on the plans. Field treat any members drilled, cut or fabricated after treatment per subsection 709.03.C.5 of the Standard Specifications for Construction.
Access

When Contractor is not actively working on-site and upon completion of the work, absolutely no debris shall remain upon the Paint Creek Trail parking lots, trail surface or adjacent areas.

Vehicular access to the site will be via the Paint Creek Trail which includes crossing the following bridges:

- Bridge 38.6: between Clarkston Road and Kern Road and the project site, is a cast-in-place concrete arch structure on concrete abutments carrying a gravel pathway with wooden railings.
- Bridge 39.4: between the project site and Atwater Road is a two-span steel beam bridge on concrete abutments and a solid wall concrete pier carrying a gravel pathway with wooden railings and metal fencing.
- Bridge 32.3: at the project site, 8’ width, is a steel I-beam bridge with a three-span arrangement with timber piles foundation with timber decking and wooden railings.

Vehicle weight limitations on the trailway bridges will be limited to 4700 lbs per axle. Horizontal clearance on the trailway bridges is 10 feet, expected where noted. Vehicles allowed on the trailway are limited to 12,000 lbs per axle, with a maximum of three axles, unless otherwise approved by the Trail Commission.

All work should be completed in a safe and timely manner. No work is to be performed after 5 p.m. weeknights, during weekends, or on recognized holidays (to be considered a day on which Orion Township or Rochester Hills offices are closed for Holiday). The Paint Creek Trailways office should be notified promptly at 248-651-9260 of any difficulties encountered. In case of emergency call 911.

Please see the following attachments:
- A. Paint Creek Trailways Commission Insurance Requirements
- B. Project Location Map
- C. Split Rail Fence Specifications
- D. Photographs of Existing Fence and Site
- E. Bid Alternate #1: Timber Approach Rail Plan
- F. Bid Alternate #1: Photographs of Bridge 32.3 Site and Existing Rails

Equipment and Materials

The contractor shall furnish, operate and maintain suitable and adequate equipment and materials necessary to perform the construction services satisfactory to Paint Creek Trailways Commission (PCTC). The equipment furnished by the contractor must be in good repair and shall be maintained at all times. All equipment shall comply with all current MIOSHA safety standards and shall be maintained to those standards.
The Contractor shall have sufficient equipment, materials and personnel to complete a project once the work has begun. Under no circumstances shall the PCTC, Orion Township Parks and Recreation, the Charter Township of Orion, Rochester Hills Parks and Natural Resources, or the city of Rochester Hills be responsible for any damage to the Contractor’s equipment due to obstacles encountered during the work performed under this contract. Contractor shall provide supervision, labor, equipment, services and expertise required to perform construction services.

Proposer will be responsible for carefully examining the work site and to judge for themselves the nature of the work to be done. Proper equipment and care shall be used to prevent unnecessary damage to natural areas and trees. The submission of a quote 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.

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.

**Measurement and Payment**

The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

**Pay Item – Split Rail Fence**

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Split Rail Fence, Rem</td>
<td>Ft</td>
</tr>
<tr>
<td>Split Rail Fence</td>
<td>Ft</td>
</tr>
</tbody>
</table>

Split Rail Fence, Rem will be paid at the contract unit price per each foot of fence removed, which shall be payment in full for all labor, materials, and equipment needed to accomplish this work. Also included is the excavation and disposal of any unsuitable soil to complete the work.

Split Rail Fence will be paid at the contract unit price per each fence, which shall be payment in full for all labor, materials, and equipment needed to accomplish the work. This work shall include all excavation, accessory hardware, aggregate and concrete backfill, timber, connection hardware as specified in the detail on the plans.

**Pay Item – Bid Alternate #1: Timber Rail**

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timber Approach Rail, Rem</td>
<td>Ft</td>
</tr>
<tr>
<td>Timber Approach Rail Fence</td>
<td>Ft</td>
</tr>
</tbody>
</table>

Timber Approach Rail, Rem will be paid at the contract unit price per each foot measured to the end of the railing face and includes all equipment, labor, and materials required to remove the existing timber approach rails, posts and foundations.
Timber Approach Rail will be paid at the contract unit price for eat foot measured to the end of the railing fence and includes all equipment, labor, and materials required to complete foundations, posts, and rails, as well as all excavation, backfill, miscellaneous steel, hardware, concrete, and accessories.

**Safety**

All work shall be executed in an orderly and careful manner with due consideration to contractor’s workers, Orion Township Parks and Recreation, Paint Creek Trailways Commission (PCTC), and Rochester Hills Parks and Natural Resources personnel and the general public. The proposer shall be required to perform and complete the proposed work in a thorough and workmanlike manner and to furnish all necessary labor, tools, equipment, material and supplies.

All contractors and subcontractors performing services for the PCTC are required and will comply with all Occupational Safety and Health Administration (OSHA) and 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 and other safety equipment as necessary.

Contractor shall take all necessary measures to prevent damage to other areas adjacent to work areas. 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 PCTC shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor’s invoice.

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 PCTC business. No part of the work site may be left in an unsafe condition. Contractor shall contain debris on site. The Paint Creek Trail parking lots, trail surface, and mowed adjacent area shall be kept clear of any debris accumulation. Rivers, ponds, and drainage courses shall be kept free of sedimentation and fallen debris. Contractor shall not unload, move, hoist and/or store material or equipment so as to interfere with normal use of facilities, roads, driveways, sidewalks or building entrances except with prior written authorization by the PCTC. The Clarkston/Kern to Atwater section of the Paint Creek Trail shall be kept open for normal use when contractor is not working on-site.

Contractor is responsible for the storage and security of equipment and materials and that of their subcontractors. Location of materials and equipment storage, vehicle parking and staging areas shall be established, only after approval by the PCTC. No part of the work site may be left in an unsafe condition. Barricades shall enclose throughout the entire length all open ditches, trenches, excavations, or other work, which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the PCTC in order to retain a high degree of visibility to vehicular and pedestrian traffic.
Should the contractor or his employees neglect to set out and maintain barricades, as required in these specifications, the PCTC immediately and without notice, may furnish, install and maintain barricades or lights. The cost thereof shall be borne by the contractor and may be deducted from any amount due or to become due to the contractor under this contract.

**General Requirements**

Contractor accepts all risks associated with, and shall be liable for any injury to the Contractor’s officers, employees, and/or others, as well as for any property damage incurred by the Contractor, its officers, employees and/or others, occurring on account of the performance or non-performance of the work under this Contract.

A time schedule must be coordinated with and approved by the Paint Creek Trail Manager before any work commences. Contractor must provide Paint Creek Trail Manager “Notice of Start of Work” 48 hours in advance.

All work should be completed in a safe and timely manner. No work is to be performed after 5 p.m. weeknights, during weekends, or on recognized holidays (to be considered any day on which Orion Township or Rochester Hills offices are closed for Holiday). Whenever possible, but keeping safety as the paramount issue, the trail should remain open for users. The Paint Creek Trailways office at 248-651-9260 should be notified promptly of any difficulties encountered. In case of emergency, please call 911.

**Submittal Requirements**

ALL QUOTES MUST BE RECEIVED ON OR BEFORE AUGUST 6, 2021 AT 11:00 A.M., LOCAL TIME

The quote package must contain the following information:

**Required Documents**

1. **Completed and Signed Quote Form**
   Provide completed and signed quote for completing the work as described in the Scope of Work.

2. **References**
   As part of the bidding process the Contractor must submit references (client name, project description, project start and end dates, email address, phone number of Owner) of at least three (3) fence projects of similar size that the Contractor has been primarily responsible for and which, upon investigation, would be found to be completed in a satisfactory manner. Projects must be completed within the last five years.
QUOTE FORM

NAME OF BIDDER _______________________________________________________

ADDRESS ____________________________________________________________

PHONE __________________________________________________________________

Please submit quotes by Friday, August 6, 2021 at 11:00 A.M., Local Time via email to manager@paintcreektrail.org or

QUOTE FORM: “PAINT CREEK TRAIL FOLEY POND SPLIT RAIL FENCE.”

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Split Rail Fence, Rem</td>
<td>Ft</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Split Rail Fence</td>
<td>Ft</td>
<td>300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Guaranteed Maximum Price

$ ________________________________ Total Lump Sum Cost for Split Rail Fence Project

Bid Alternate #1 – Timber Approach Railing

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timber Approach Railing, Rem</td>
<td>Ft</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Timber Approach Railing</td>
<td>Ft</td>
<td>50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Guaranteed Maximum Price
| $______________________________ | Total Lump Sum Cost for Bid Alternate #1 |

If awarded the Contract, the undersigned agrees that time is an essential condition of the Contract and will totally complete and perform the work before September 30, 2021 or an alternate date as specified in quote (unless adverse weather conditions prevent work, in which case the completion time will be determined by the Owner and Contractor).

The undersigned further proposes: to provide all, labor, supplies, permits, new and current materials, transportation and equipment required to perform the Work described herein; and to complete the Work described herein in strict accordance with the Scope of Work, Instructions to Bidder, Quote Form, Specifications, Maps, Addenda (if any), and other Contract Documents, all of which are incorporated in this Quote as is set forth at length herein.

This Quote has been prepared with the knowledge that control of the project site and coordination of the work of this Contract with the work of others will be subject to the direction of the Paint Creek Trailways Commission or their agents. The undersigned agrees that cooperation with other contractors in coordinating the work is offered as a part of this Quote.

In submitting this quote, it is understood that the right is reserved by the Owner, in its sole discretion, to accept any quote, to reject any or all quotes or parts of quotes, to waive irregularities and/or formalities in any quote and to make award in any manner deemed in the best interest of the Owner, Paint Creek Trailways Commission. It is further understood that the Owner reserves the right, in its sole discretion on an area by area basis to one or more Contractors.

It is the policy of Paint Creek Trailways Commission to provide equal employment opportunity to all persons, regardless of age, race, religion, color, national origin, sex, political affiliations, marital status, non-disqualifying physical or mental disability, age, sexual orientation, membership or non-membership in an employee organization, or on the basis of personal favoritism or other non-merit factors, except where otherwise provided by law.

SIGNED THIS ____ DAY OF ___________________, 2021.

Respectfully Submitted,

BY: __________________________________
Authorized Signature of Bidder

TITLE: _______________________________

Work References Three (3) Included? Yes____ No____
Does any member of the Paint Creek Trailways Commission or an immediate family member of any of them have a direct or indirect interest in the awarding of a contract pursuant to this proposal?  

Yes ____ No ____

If yes, please explain:

TAXES

Paint Creek Trailways Commissions is exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the quote figures. The Paint Creek Trailways Commission will furnish the successful bidder with the tax exemption certificates when required.

ADDENDA

Addendum No. ____________ Dated ______________

Addendum No. ____________ Dated ______________

LEGAL ADDRESS, FIRM DESIGNATION AND SIGNATURE

The Undersigned hereby declares that the address given below is the legal address to which all written notices, directions or other communications may be served or mailed:

Street _________________________________________________________________

City _____________________________ State _________________ Zip ______________

Undersigned declares this quote is submitted in the name of:

________________________________________________________________________

Which has the following legal status:

__________ Corporation, organized and operating under the laws of the State of _____________

Federal Tax I.D. Number: ________________

__________ Partnership, with partners as follows _______________________________________

Federal Tax I.D. Number: ________________

__________ Individual, doing business as _____________________________________________

Federal Tax I.D. Number: ________________ Or Social Security Number: ________________
The Undersigned has the authority to represent the above-named firm and has the title therein of:

Signature ____________________________________________________________

Dated ______________________________________________________________

In the Presence of ________________________________________________

END OF QUOTE FORM

ATTACHMENTS

A. Paint Creek Trailways Commission Insurance Requirements
B. Project Location Map
C. Split Rail Fence Specifications
D. Photographs of Existing Fence and Site
E. Bid Alternate #1: Timber Approach Rail Plan
F. Bid Alternate #1: Photographs of Bridge 32.3 Site and Existing Rails
ATTACHMENT A

Paint Creek Trailways Commission
4393 Collins Road, Rochester, MI 48306
248-651-9260 Phone 248-601-0106 Fax

Insurance Requirements for Paint Creek Trail Foley Pond Split Rail Fence

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Paint Creek Trailways Commission. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Workers’ Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.

3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured**: Policy(ies) and coverages as described above, excluding Workers’ Compensation Insurance, shall include an endorsement stating the following shall be **Additional Insureds**: The Paint Creek Trailways Commission, Orion Township Parks and Recreation, and the Charter Township of Orion, each body’s elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Paint Creek Trailways Commission, Orion Township Parks and Recreation, and the Charter Township of Orion as additional insureds, coverage afforded is considered to be primary and any other insurance the Paint Creek Trailways Commission, Orion Township Parks and Recreation, and the Charter Township of Orion may have in effect shall be considered secondary and/or excess.

5. **Cancellation Notice**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or
6. **Proof of Insurance Coverage:** The Contractor shall provide the Paint Creek Trailways Commission at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Paint Creek Trailways Commission at least ten (10) days prior to the expiration date.
Trail Hours:
- ½ hour before sunrise to ½ hour after sunset

Dial 911 in the event of an emergency

Road-to-Road Mileage (8.9 miles total):
- Atwater to Kern/Clarkston ............ 1.5
- Kern/Clarkston to Adams ............ 1.5
- Adams to Gunn ....................... 1.4
- Gunn to Gallagher .................. 0.8
- Gallagher to Silverbell ............. 0.6
- Silverbell to Dutton ................. 1.0
- Dutton to Tienken .................. 1.2
- Tienken to Roch. Municipal Park .... 0.9
FIGURE 1 - 3-rail Split Rail Fence Detail.  
(Source: CFC Fences & Decks)

FIGURE 2 - 2-rail Split Rail Fence Detail.  
(Source: CFC Fences & Decks)
Attachment D

Photos of Existing Split Rail Fence and Site
TYPICAL TIMBER APPROACH RAIL

SECTION

<table>
<thead>
<tr>
<th>BRIDGE NO</th>
<th>DECK SURFACE</th>
<th>NUMBER OF 10'-0&quot; TIMBER APPROACH RAIL</th>
<th>APPROACH RAIL REMOVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.7</td>
<td>TIMBER</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>32.3</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>33.1</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>33.3</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>33.4</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>33.7</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>34.0</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>36.0</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>38.3</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>38.4</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>38.7</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>39.4</td>
<td>TIMBER</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

TIMBER APPROACH RAIL PLAN
Construct 14' x 10' Bike Share with ADA access.

Surface grading with 'L' shall be a maximum 2% slope in any direction. All other walks to be constructed with a maximum 2% surface slope and a 2% cross slope.

Contractor to relocate boulders as necessary to complete the work (not paid for separately). Contractor to relocate boulders as necessary to construct 56' of 8' wide sidewalk with ADA access.

Surface grading with 'L' shall be a maximum 2% slope in any direction. All other walks to be constructed with a maximum 2% surface slope and a 2% cross slope.

Contractor to relocate boulders as necessary to complete the work (not paid for separately). Contractor to relocate boulders as necessary to construct 56' of 8' wide sidewalk with ADA access.

Fill in low spot 30'x12'x0.5'.

Match grade at stairs.

Timber approach rail.

Timber approach rail, rem.

Timber approach rail.

Temporarily contractor staging area.

Complete the work (not paid for separately). Contractor to relocate boulders as necessary to complete the work (not paid for separately). Contractor to relocate boulders as necessary to construct 56' of 8' wide sidewalk with ADA access.

Shorten 10.1.

1 EA BOLLARD

3 SIGNS

BOB PECK BENCH

GARBAGE CAN

PICNIC TABLE

RECYCLE BIN

BENCH

GARBAGE CAN

12 CYD EXCAVATION, EARTH

100 SYD AGGREGATE BASE, 4 INCH

RESURFACE EX. PLAZA

MATCH EX. ASPHALT

SIDEWALK, CONC, 6 INCH

EXCAVATION, EARTH

EMBANKMENT, CIP

MATCH GRADE ON TRAIL, TIMBER DECK

BRIDGE 32.3

AGGREGATE BASE, 4 INCH

TEMORARY CONTRACTOR STAGING AREA

17 CYD EXCAVATION, EARTH

62 SYD AGGREGATE BASE, 4 INCH

MATCH GRADE ON TRAIL, TIMBER DECK

BRIDGE 32.3

AGGREGATE BASE, 4 INCH

40 FT TIMBER APPROACH RAIL, REM

40 FT TIMBER APPROACH RAIL

19.0

7 CYD EMBANKMENT, CIP

FILL IN LOW SPOT 30'x12'x0.5'

MATCH GRADE AT STAIRS

COMPLETE THE WORK (NOT PAID FOR SEPARATELY). CONTRACTOR TO RELOCATE BOULDERS AS NECESSARY TO COMPLETE THE WORK (NOT PAID FOR SEPARATELY). CONTRACTOR TO RELOCATE BOULDERS AS NECESSARY TO CONSTRUCT 56' OF 8' WIDE SIDEWALK WITH ADA ACCESS.
Attachment F

Photos of Bridge 32.3 and Existing Rails