

4393 Collins Road Rochester, MI 48306 (248) 651-9260 Paintcreektrail.org

PAINT CREEK TRAILWAYS COMMISSION

Request for Quotes Paint Creek Trail Bridge 33.7 Stairway

Advertisement for Quotes for Paint Creek Trail Bridge 33.7 Stairway

The Paint Creek Trailways Commission is seeking quotes from qualified and experienced contractors to build stairs adjacent to Bridge 33.7 on the Paint Creek Trail in Oakland Township. Quotes must be received by Wednesday, October 7, 2020 at 3:00 p.m., Local Time.

This request for quotes was released on Wednesday, September 23, 2020.

Copies of the RFQ and contract documents may be obtained from the Paint Creek Trailways Commission Office, 4480 Orion Rd., Rochester, MI, 48306. The complete document is also available at http://paintcreektrail.org/wordpress/projects/rfps/.

Submission of Quotes

Please submit quote by **Wednesday, October 7, 2020 at 3:00 p.m., Local Time** to the Paint Creek Trailways Commission office, located at the Paint Creek Cider Mill Building, second floor, at 4480 Orion Road, Rochester, MI 48306. Quotes can also be emailed to manager@paintcreektrail.org. It is the responsibility of the contractor to ensure that the quote arrives on time and at the stated location. Quotes received after the above date and time will not be accepted. (Please note: Mailing address is different from physical address, and if planning to hand deliver, the quotes must arrive to the physical address by 3:00 p.m.)

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

The Paint Creek Trailways Commission reserves the right to reject any and all quotes. Any deviation from the specifications must be noted on the quote.

Quotes sent via mail must be addressed to:

Paint Creek Trailways Commission 4393 Collins Road Rochester, MI 48306 Quotes must be clearly marked with the proposer's name and "Paint Creek Trail Bridge 33.7 Stairway".

Pre-bid Site Visit

A mandatory pre-bid site visit will be held Wednesday, September 30, 2020 at 1:00 pm at the site. Contractors will meet representatives from the Paint Creek Trailways Commission office at the Paint Creek Trail's Dutton Road parking lot (located at 1084 Dutton Road, Oakland Township, MI 48306) and then walk to the site. Please refer to the attached map. All prospective bidders are invited to attend and familiarize themselves with the site for quoting purposes. Transportation from the parking lot to the site will not be provided. **Attendance is mandatory in order to submit a quote.**

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

All correspondence and questions regarding this RFQ should be directed to:

Melissa Ford, Trail Manager, manager@paintcreektrail.org, 248-651-9260.

Mailing address is Paint Creek Trailways Commission, 4393 Collins Rd., Rochester, MI 48306.

Email is the preferred method, as our staff is part-time.

Instructions to Bidders

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 2019, the Paint Creek Trailways Commission replaced a 95-year-old timber pedestrian bridge at mile marker 33.7 on the Paint Creek Trail. The bridge was replaced with a seventy-five-foot keystone-style steel truss bridge. As part of this construction, the original stairway located at the southwest quadrant of the bridge was removed. The Paint Creek Trailways Commission would like to have new stairs built at the site to restore access to the creek and to the existing dirt footpath that leads to an adjacent neighborhood.

General Conditions

1. Intent

This project involves construction of a new wood staircase along the Paint Creek Trail.

The purpose of this solicitation is to identify a qualified and experienced contractor who will work in a professional manner to build stairs at the site. Work must be completed before November 30, 2020.

2. Quote Submission

Please submit quotes **by Wednesday, October 7, 2020 at 3:00 p.m., Local Time** via email to manager@paintcreektrail.org or **in person** to Paint Creek Trailways Commission office, located at the Paint Creek Cider Mill Building, second floor, at:

Paint Creek Trailways Commission 4480 Orion Rd. Rochester, MI 48306

Please submit quotes by mail to:

Paint Creek Trailways Commission 4393 Collins Rd. Rochester, MI 48306 Quotes must be marked: "Paint Creek Trail Bridge 33.7 Stairway". Quotes received after the above date and time will be disqualified. It is the responsibility of the responding firm to ensure that the quote arrives on time at the right location. (Please note: Mailing address is different from physical address, and the quote must be submitted to the physical address by 3:00 p.m.).

3. Public Information

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

4. Clarification of RFQ

The Paint Creek Trailways Commission will respond to all questions in writing. Correspondence will be shared with known firms indicating interest in the project. Questions may be submitted by email, fax, or postal mail. Questions must be received no later than five (5) business days prior to the proposal due date. All questions must be submitted in writing to manager@paintcreektrail.org or delivered to:

Melissa Ford, Trail Manager Paint Creek Trailways Commission 4393 Collins Rd. Rochester, MI 48306

A required pre-quote meeting will be held Wednesday, September 30 at 1:00 p.m. Meet at the Dutton Road parking lot, 1084 Dutton Road, Oakland Township, MI 48306. Contractors will meet representatives from the Paint Creek Trailways Commission office in the parking lot and then walk to the job site.

5. 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.

6. Responsive Quotes

Companies are expected to examine the RFQ requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the quote must initial all erasures or other changes. If any person contemplating submitting a quote is in doubt of the true meaning of any part of the specifications or other conditions with the RFQ, they are advised to contact the Trail office and have the portion in question clarified.

7. 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.

8. Interviews

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

9. 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 preliminary work plan and 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.

10. Withdrawal of Quote

Quotes may be withdrawn in person by a bidder, or authorized representative, provided their identity is known and a receipt is signed for the quote, but only if the withdrawal is made prior to the stated quote deadline. No quote may be withdrawn for at least 90 days after opening except the successful bidder whose price shall remain firm for the entire contract period.

11. Execution of Agreement

If a vendor does not execute an agreement within 7 days after being notified of selection, the Paint Creek Trailways Commission (PCTC) may give notice to the firm of the PCTC's intent to select the next most qualified bidding firm or call for new quotes, whichever the PCTC deems most appropriate.

12. Liability for Costs

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

13. 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.

14. Iran Linked Businesses

In accordance with Michigan Public Act 517 of 2012, the Iran Sanctions Act, MCL 129.311, et seq., effective date 41/1/13, all vendors must certify that they are not an "Iran Linked Business" in order to submit a quote. The act prohibits individuals who have economic relations with Iran from submitting quotes on RFQs with the state or any other public entities. The act also includes penalty provisions for submittal of false certifications, See Attachment B.

Contract Terms

1. Contract Period

The selected consultant(s) may be provided with a contract commencing on approximately October 21, 2020. If awarded the contract, the contractor agrees to perform the work after October 21, 2020 and completing before November 30, 2020 unless adverse weather conditions

prevent work, in which case the completion time will be determined by the Trailways Commissions and the Contractor.

2. 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.

3. Indemnification and Hold Harmless

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Paint Creek Trailways Commission, Oakland Township Parks and Recreation Commission, and the Charter Township of Oakland, 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, Oakland Township Parks and Recreation Commission, and the Charter Township of Oakland 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, Oakland Township Parks and Recreation Commission, or the Charter Township of Oakland; 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, Oakland Township Parks and Recreation Commission, and the Charter Township of Oakland harmless from the payment of any deductible on any insurance policy paid or any other amount paid to the Paint Creek Trailways Commission, Oakland Township Parks and Recreation Commission, and the Charter Township of Oakland 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.

4. 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. See Attachment A. In addition, please attach a copy of your current insurance coverage to the quote submitted.

5. 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 RFP	September 23, 2020
Mandatory Pre-bid Meeting	September 30, 2020
Quotes Due	October 7, 2020
Award Contract	October 21, 2020
Completion of Stairway Construction	before November 30, 2020

Scope of Work

Project Specifications

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 have been developed and prepared by the Mannik & Smith Group. Immediate project supervision and inspection will be performed by the Mannik & Smith Group.

The Trailways Commission has approved plans for the design of the stairway (Appendix E) and would prefer that the contractor utilize treated southern yellow pine no. 1 dense or approved equal for the lumber. Contractor shall acquire approved building permit as part of work.

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 34: between Silverbell Road and the project site, 14' clear width, load carrying capacity of 42-ton single-unit truck, 77-ton 2-unit truck and 77-ton 3-unit truck.
- Bridge 33.7: at the project site, 14' width, H20 load carrying capacity. Equipment should only pass over the bridge and not be parked on the bridge.
- Bridge 33.4: between the project site and Dutton Road, 10'9" clear width, load carrying capacity of 42-ton single-unit truck, 77-ton 2-unit truck and 77-ton 3-unit truck.

There are not suitable areas on this section of the Paint Creek Trail for parking vehicles or turning them around. Contractors should plan on one-way travel to/from the project site.

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 Oakland Township 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. Vendor Certification that It Is Not An "Iran Linked Business"
- C. Paint Creek Trail Bridge 33.7 Stairway Contract
- D. Map: Project Location
- E. Stairway Design Plans

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, Oakland Township Parks and Recreation, or The Charter Township of Oakland 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.

Safety

All work shall be executed in an orderly and careful manner with due consideration to contractor's workers, Oakland Township Parks and Recreation and Paint Creek Trailways Commission (PCTC) 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 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 Dutton to Silverbell 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 Oakland Township 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 OCTOBER 7, 2020 AT 3:00 P.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. Work Plan and Estimated Scheduling

Statement of understanding of the general scope of services. Include estimated project schedule and equipment/personnel to be used. Identify how and when communication and coordination efforts with the Paint Creek Trailways Commission will be accomplished.

3. 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) stair 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.

4. Qualifications

The Contractor shall also furnish complete evidence (a Resume or Professional Services Overview document) that they have the facilities, equipment, personnel, etc. to complete the project. Owner reserves the right to inspect equipment. Prior approval must be obtained before entering into any sub-contract for this work. The Owner reserves the right to reject any subcontractor if the evidence submitted fails to satisfy the Owner that the subcontractor is properly qualified to complete the work described.

5. Insurance Certificate with Proof of Additional Insured

See Attachment A for details of insurance requirements.

6. Attachment B.

Certification that Vendor is not an Iran Linked Business

QUOTE FORM		
NAME OF BIDDER		
ADDRESS		
PHONE		
Please submit quotes <u>b</u> manager@paintcreektr	= = = = = = = = = = = = = = = = = = = =	2020 at 3:00 P.M., Local Time via email to
by mai Paint Creek Traily 4393 Coll Rochester, Mi	ways Commission lins Road	in person: Paint Creek Trailways Commission 4480 Orion Road Rochester, Michigan 48306
•		n physical address, and if planning to handsical address by 3:00 p.m., Local Time.
QUOTE FORM:	"PAINT CREEK TRAIL	BRIDGE 33.7 STAIRWAY."
	Guaranteed M	aximum Price
\$		Total Lump Sum Cost for complete project

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 November 30, 2020 (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	, 2020.		
Respectfully Submitted,			
BY:Authorized Signature of Bidder			
TITLE:			
Work Plan with Estimated Schedule Included?		Yes	No
Qualifications Detailed in Resume/Professional	Services Overview?	Yes	No
Work References Three (3) Included?		Yes	No
Insurance Certificate with Proof of Additional I	nsured Included?	Yes	No
Attachment B Included?			No
Does any member of the Paint Creek Trailways any of them have a direct or indirect interest in			•
proposal?	<u> </u>	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	
written notices, directions or	ares that the address given lother communications may	below is the legal address to which all be served or mailed:
Street		
City	State	Zip
Undersigned declares this quo		
Which has the following lega		
Corporation, org	anized and operating under	the laws of the State of
Federal Tax I.D. Number:		
Partnership, with	n partners as follows	
Federal Tax I.D. Number:		
Individual, doin	g business as	
Federal Tax I.D. Number:	Or Social Sec	curity Number:
The Undersigned has the auth	ority to represent the above	e-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. Vendor Certification that It Is Not An "Iran Linked Business"
- C. Paint Creek Trail Bridge 33.7 Stairway Contract
- D. Project Location Map
- E. Stairway Design Plans

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 Bridge 33.7 Stairway

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. <u>Workers' Compensation Insurance</u>, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. <u>Commercial General Liability Insurance</u> 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. <u>Automobile Liability</u>, 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, Oakland Township Parks and Recreation, and the Charter Township of Oakland, 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, Oakland Township Parks and Recreation, and the Charter Township of Oakland as additional insureds, coverage afforded is considered to be primary and any other insurance the Paint Creek Trailways Commission, Oakland Township Parks and Recreation, and the Charter Township of Oakland may have in effect shall be considered secondary and/or excess.
- 5. <u>Cancellation Notice</u>: 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 Material Change shall be sent to: (<u>Paint Creek Trailways Commission</u>, Attention: <u>Ms. Melissa M. Ford</u>, 4393 Collins Road, Rochester, Michigan 48306).

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.

ATTACHMENT B

VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any quote or quote, or entering into any contract for goods or services with an prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor:
Legal Name:
Street Address:
City:
State and Zip:
Corporate ID # /State:
Taxpayer ID #:
The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq., and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a quote and be considered for a possible contract to supply goods and/or services to Paint Creek Trailways Commission.
Signature of Vendor's Authorized Agent:
Printed Name of Vendor's Authorized Agent:
Witness Signature:
Printed Name of Witness:

ATTACHMENT C

CONTRACT FOR BRIDGE 33.7 STAIRWAY CONSTRUCTION

THIS CONTRACT FOR BRIDGE 33.7 STAIRWAY CONSTRUC	CTION ("Contract") shall be
considered as made and entered into as of the date it has been fully	y signed, and is between the
Paint Creek Trailways Commission ("Commission"), whose addr	ress is 4393 Collins Road,
Rochester, Michigan 48306, and	, a Michigan corporation,
("Contractor") whose address is	

THE COMMISSION AND CONTRACTOR AGREE AS FOLLOWS:

- 1. Project and Term. This Contract is for the construction of a stairway to be located at the southwest quadrant of Bridge 33.7 along the Paint Creek Trail, in accordance with the Request for Quotes for Paint Creek Trail Bridge 33.7 Stairway (the "Work"). Any changes to the Work set forth in the Specifications shall be set forth in writing signed by both parties. The Commission may order additions, deletions, or revisions in the scope of the Work based on site conditions. Any such changes shall be approved by the Commission. Any such changes shall be set forth in the form of a change order, and are subject to the changes on contract time and price as approved by the parties prior to initiating the changes in the Work. Upon completion of the necessary change order document, Contractor shall promptly proceed with the Work, or delete the Work, as set forth in the change order. All additional or revised work shall be performed in accordance with the terms and conditions of the Contract Documents.
- 2. <u>Stairway Construction</u>. For and in consideration of payment by the Commission as provided under the Payment Section of this Contract, Contractor shall perform the Work, including: construction of a wood stairway located at the southwest quadrant of Bridge 33.7 along the Paint Creek Trail in Oakland Township, in accordance with the Request for Quotes for Paint Creek Trail Bridge 33.7 Stairway.
- 3. <u>Timing of Performance</u>. Performance of this Contract shall commence within fourteen (14) days after execution of this Contract, and substantial completion of the work shall be completed on or before November 30, 2020. In the event of an unavoidable delay such as an Act of God, a weather delay, a strike, a court injunction, epidemic, pandemic, or direction by the Commission, the timing for performance of any such work may be extended for additional specified periods of time, as the Commission deems just and reasonable, in writing, in the Commission's sole discretion.
- 4. <u>Guarantee</u>. Contractor shall guarantee to the Commission for a period of two (2) years from the date of final payment to keep in good order and repair any defect in all the Work done under this Contract, either by the Contractor or his subcontractors, or the material

suppliers, that may develop during said period due to improper materials, defective equipment, workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Commission.

- 6. <u>Inspections, Notices and Remedies Regarding the Work.</u> During the performance of the Work by Contractor, the Commission shall have the right to inspect the Work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the Work performed or other default in this Contract, the Commission shall provide Contractor with notice of the defect or default. Upon receiving such a notice from the Commission, Contractor shall immediately correct the specified defects or defaults. Upon failure to do so, the Commission may terminate this Contract, or preserve its claims of defects or defaults without termination, by written notice of the Contractor.

If within one year after the date of completion of the Work, or such longer period of time as may be prescribed by the terms of any applicable guarantee required by the Contract, any Work is found to be defective, Contractor shall promptly, without cost to Commission and in accordance with Commission's written instructions, repair such defective land or areas; or correct such defective Work.

Contractor's obligations under this Paragraph are in addition to any other obligation or warranty. The provisions of this Paragraph shall not be construed as a substitute for or as a waiver of the provisions of any applicable statute of limitations or repose

- 7. <u>Termination</u>. This Contract, including any extension or amendment of this Contract, may be terminated with cause, by either party upon written notice to the other party.
 - A. In the event this Contract is terminated prior to completion of the Work, the Commission shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Commission shall only be responsible to make the payments described in the preceding sentence if, at the Commission's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination. Additionally, termination shall not relieve Contractor of its obligation to provide

Commission with all of the plans and product generated under this Contract through the effective date of termination. Sections 4, 8, 9 and 10 of this Contract shall survive completion of the Work and any termination of this Contract.

- В. Prior to the effective date of any termination or prior to the completion of the Work (including any extension of the timing for completion), whichever is the first to occur, Contractor shall deliver to the Commission all reports, opinions, compilations, research work, studies, data, materials, samples, documents, plans, drawings, artifacts. specifications. correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the Work or that relates to the Work in any way; provided that Contractor may retain a copy of such materials for its files. The Commission shall be permitted to withhold any payments and reimbursements otherwise owing to Contractor under the terms of this Contract until all such materials are delivered to the Commission in accordance with the terms and conditions of this Contract.
- 8. <u>Information</u>. It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Commission and shall be promptly delivered to the Commission upon the termination of this Contract or, at any time, upon the Commission's request.
- 9. <u>Liability</u>. Contractor shall be liable for any injury or damage occurring on account of the performance of its Work under this Contract. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the Paint Creek Trail Commission, its elected and appointed officials, employees and volunteers and others working on behalf of the Commission, against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Commission, by reason of personal injury, including without limitation bodily injury or death, and/or property damage, which arises out of or is in any way connected or associated with this Contract, the performance of Work under this Contract, or other actions or inactions of the Contractor in connection with the Work performed.
- 10. <u>Insurance</u>. This Contract is conditioned on the Contractor meeting the insurance

requirements that is required in accordance with Exhibit B being satisfied by the Contractor and confirmed by the Commission, with said insurance coverage to be maintained for the life of this Contract and the Commission being entitled to thirty (30) days written notice of any cancellations or changes.

- 11. <u>Changes</u>. Any changes in the provisions of this Contract must be in writing and signed by the Commission and Contractor.
- 12. <u>Assignment</u>. Neither the Commission nor Contractor may assign this Contract without the written consent of the other.
- 13. Independent Contractor. The parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Contractor is an independent contractor who has been retained to render services to the Commission to achieve specific results in exchange for specified recompense. As an independent contractor, Contractor expressly agrees that: (a) In the performance of this Contract, the relationship of Contractor to the Commission shall be that of an independent contractor and not that of an employee or agent of the Commission, and neither Contractor, nor any agent, employee or permitted subcontractor of Contractor, shall be or may be deemed to be the employee or agent of, or a servant to, the Commission; (b) Contractor will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents; (c) Neither the Contractor nor any officer, agent, employee or subcontractor of the Contractor shall be eligible for coverage under or eligible to receive the benefits of the Commission's Workers' compensation, unemployment or health insurance, pension plans or other benefit plans; (d) Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical/health benefits, Worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract; and (e) Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Commission.
- 14. <u>Compliance with Laws</u>. This Contract shall be subject to all applicable state and federal laws, rules or regulations that apply because the Commission is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- 15. <u>Termination</u>. The Commission reserves the right to cancel this Contract without cause or

for any reason upon seven (7) days written notice.

16. <u>Notices</u>. Written notices, invoices and payments under this Contract shall be provided to the parties at their addresses contained in this Contract by personal delivery or first-class mail delivery to the attention of the following persons:

<u>Commission</u>: Commission Supervisor/Superintendent Contractor:

17. <u>Exhibit Documents; Incorporation</u>. The following documents are attached to this Contract and are incorporated into and made a part of this Contract:

Exhibit A. Specifications for Bridge 33.7 Stairway Construction Project

Exhibit B. Insurance Requirements

- 18. <u>Dispute Resolution/Arbitration</u>. The parties agree that any disputes regarding a claimed default, breach or violation of this Contract shall first be submitted in a written notice to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this Contract. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party considering any timing issues that may be involved, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- 19. <u>Discrimination.</u> Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of such contract with respect to terms of hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his or her age, sex, race, color, religion, national origin, or ancestry.

Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Contract. This Contract shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the Contract shall remain in full force and effect. The fact that one of the parties to this Contract may be deemed to have drafted or structured any provision of this Contract shall not be considered in construing or interpreting any particular provision of this Contract, either in favor of or against such party.

- 21. Non-Waiver. Any failure or delay by the Commission to enforce or assert any provision of this Contract shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. No waiver, alteration, amendment, or modification of any provisions of this Contract shall be binding unless in writing and signed by the parties hereto. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 22. <u>Corporate Authority.</u> Each party represents and warrants that it has the authority to enter into this Contract, and that this Contract is wholly enforceable against it, without requiring additional approval or other action.

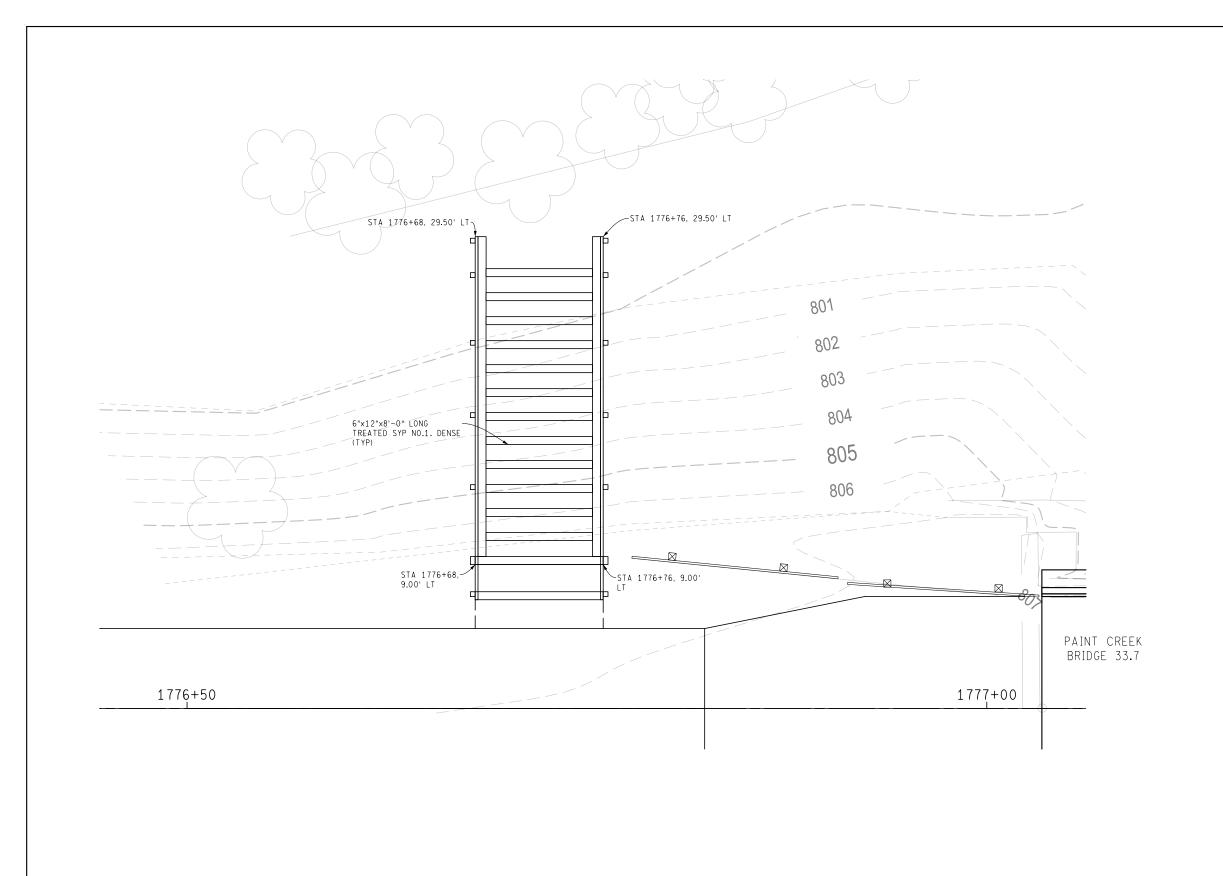
IN WITNESS WHEREOF, the Commission and the Contractor have executed this Contract, as of the date first listed above.

By: Rock	Blanchard	Its: Chairperson	-
		1	
SIGNATU	RE FOR (CONTRACTOR	
		T.	-
By: Dated:		Its:	
Dated:			

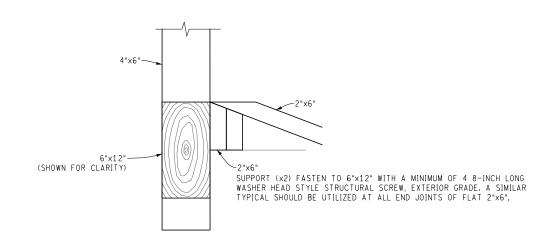
EXHIBIT A

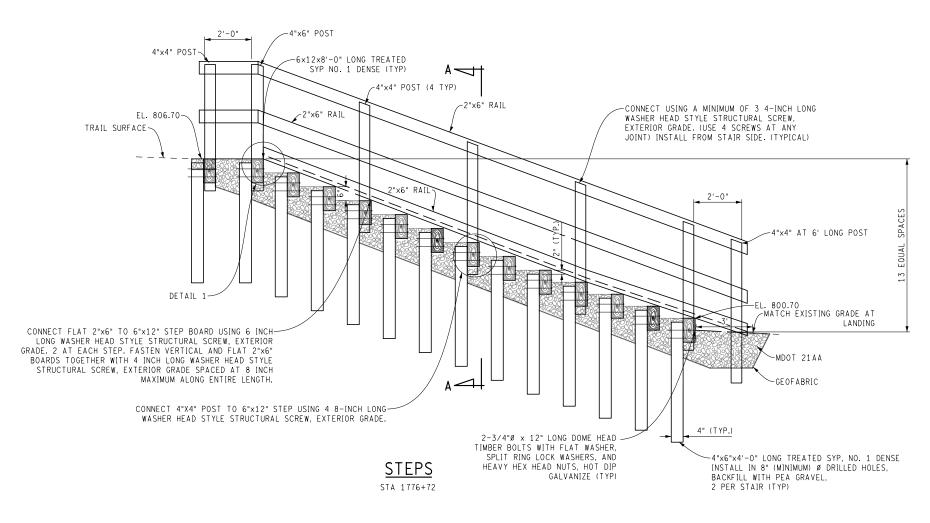
Specifications for Bridge 33.7 Stairway Construction Project

The Bridge 33.7 stairway construction project shall be in accordance with the Paint Creek Trailways Bridge 33.7 Stairway drawings, dated September 10, 2020, prepared by Mannik Smith Group, and attached hereto.



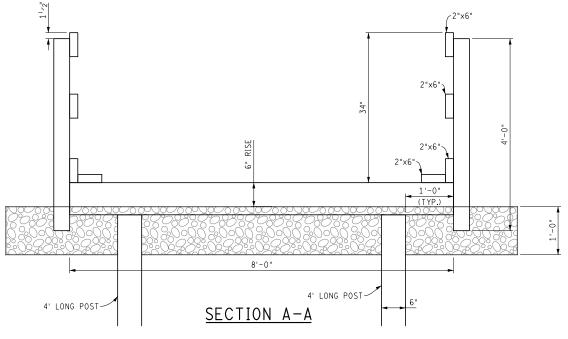
	PLAN RE	VISIONS	OAKLAND COUNTY	O VERT. (FT) 6	DRAWN BY: KHW	DATE: 9/10/2020	CS:	PAINT CREEK TRAILWAY BRIDGE 33.7	DRAWING SHEET
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			4480 ORION ROAD ROCHESTER, MI 48306 PMON: (248) 651-9280	PAINT CREEK 0 HORZ. (FT) 6	FILE: P3290002_DT003.dgn	TSC:			003 1





DETAIL 1

(VERTICAL 2"x6' BOARD NOT SHOWN FOR CLARITY)



NOTES:

- 1. ALL LUMBER TO BE TREATED SOUTHERN YELLOW PINE (SYD) NO. 1 DENSE OR APPROVED EQUAL.
- 2. ALL SAWED ENDS SHALL BE COATED WITH AN APPROVED WOOD PROTECTANT.
- CONTRACTOR SHALL PREDRILL ALL HOLES TO AVOID SPLITTING OF LUMBER. CONTRACTOR WILL REPLACE ALL DAMAGED MATERIALS AS DIRECTED.

NO DATE	PLAN RE	VISIONS		Mannik OAKLAND COUNTY	0.74	DRAWN BY: KHW	DATE: 9/10/2020	CS:	PAINT CREEK TRAILWAY BRIDGE 33.7 STAIRWAY	DRAWING SHEET
NO. DATE	AUTH DESCRIPTION	NO. DATE	AUTH DESCRIPTION	Smith TECHNICAL SKILL TRAILWAYS COMMISSION	NO SCALE	CHK'D BY: SLB	DESIGN UNIT:	JN:		PC
				GROUP ROCHESTER, MI 48306 PROBE: (248) 651-9260	PAINT CREEK TRAILWAYS COMMISSION	FILE: P3290002_DT04.dgn	TSC:		MISCELLANEOUS DETAILS	003 2

EXHIBIT B

Insurance Requirements

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.

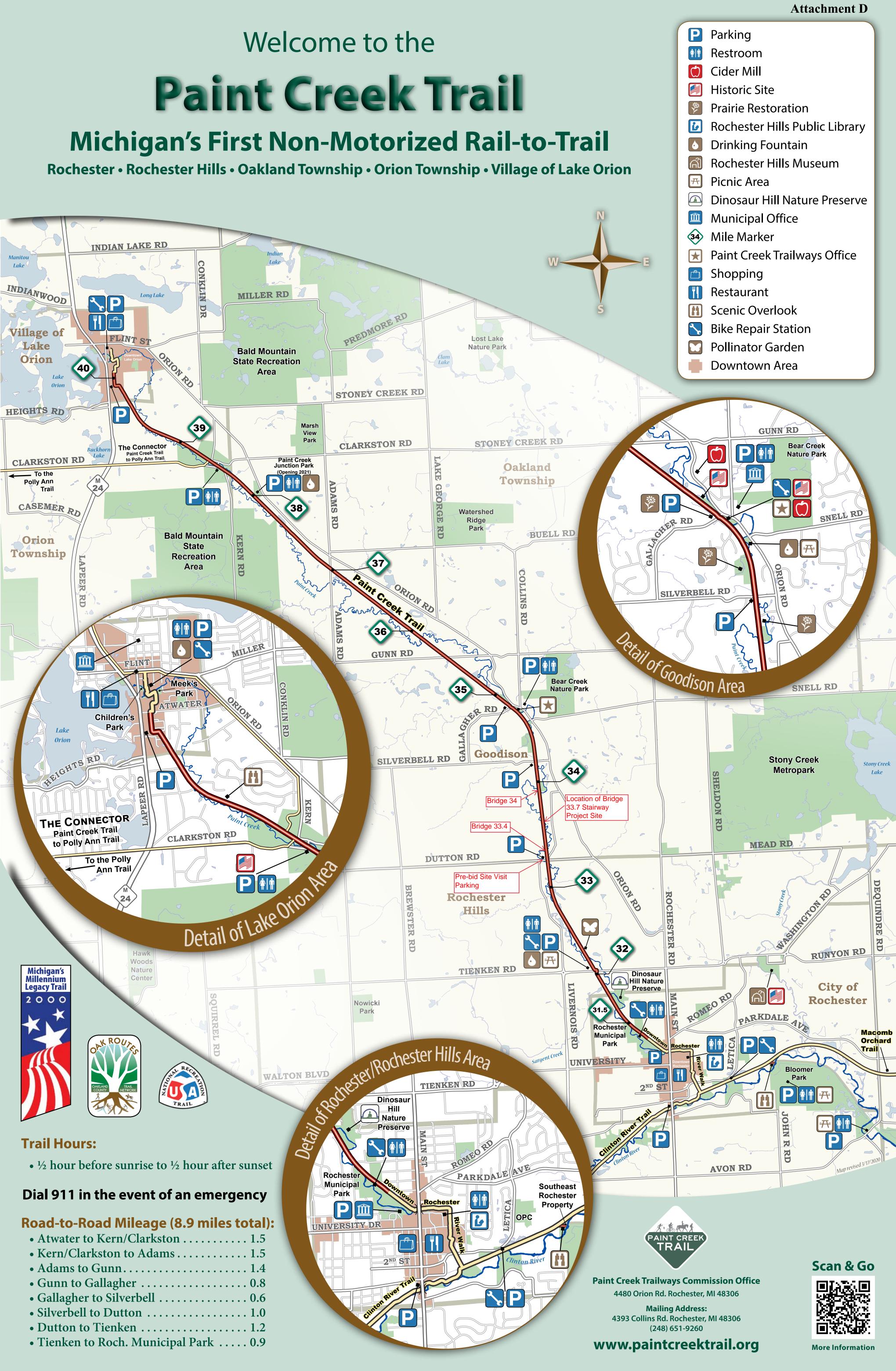
The Contractor shall procure and maintain the following insurance coverage:

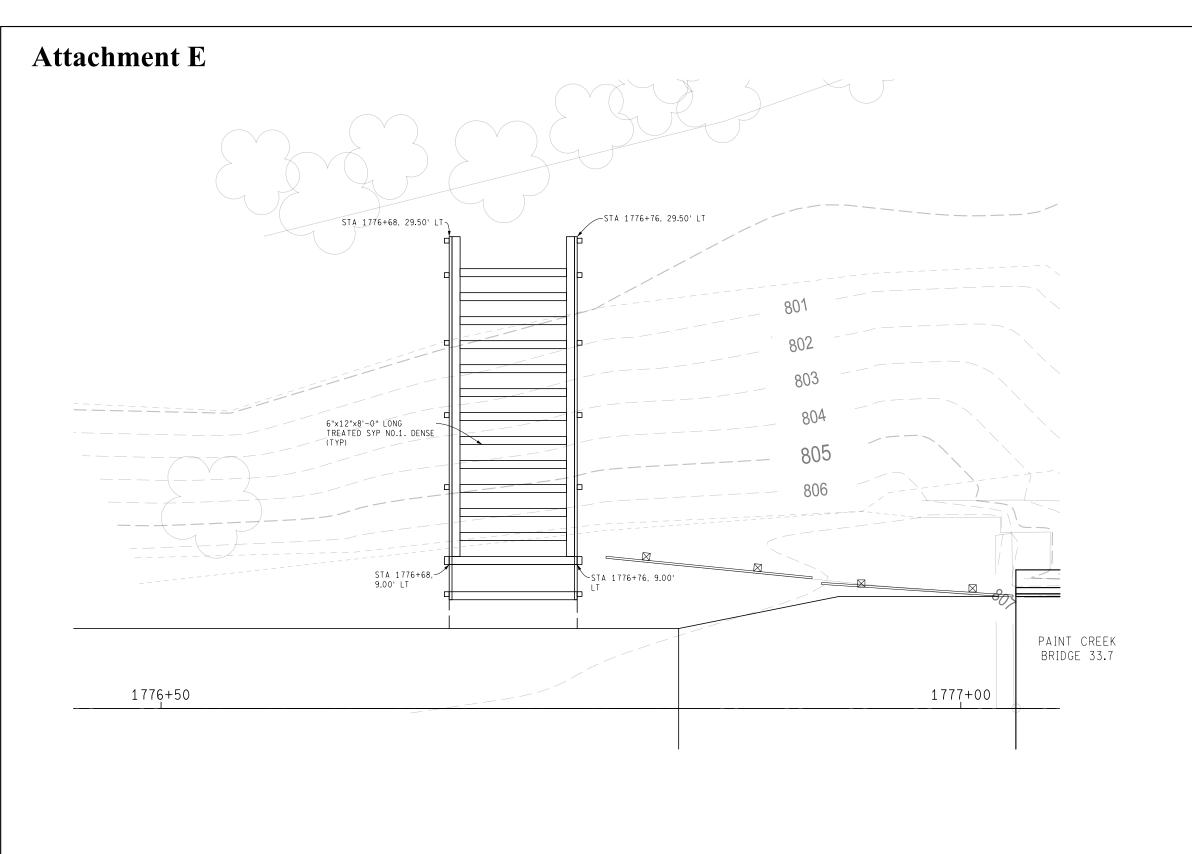
- 7. <u>Workers' Compensation Insurance</u>, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 8. <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and 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.
- 9. <u>Automobile Liability</u>, 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.
- 10. 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, Oakland Township Parks and Recreation, and the Charter Township of Oakland, 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, Oakland Township Parks and Recreation, and the Charter Township of Oakland as additional insureds, coverage afforded is considered to be primary and any other insurance the Paint Creek Trailways Commission, Oakland Township Parks and Recreation, and the Charter Township of Oakland may have in effect shall be considered secondary and/or excess.
- 11. <u>Cancellation Notice</u>: 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 Material Change shall be sent to: (<u>Paint Creek Trailways Commission, Attention: Ms. Melissa M. Ford, 4393 Collins Road, Rochester, Michigan 48306</u>).

12. **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.

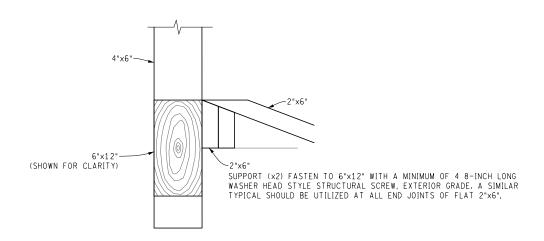
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional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

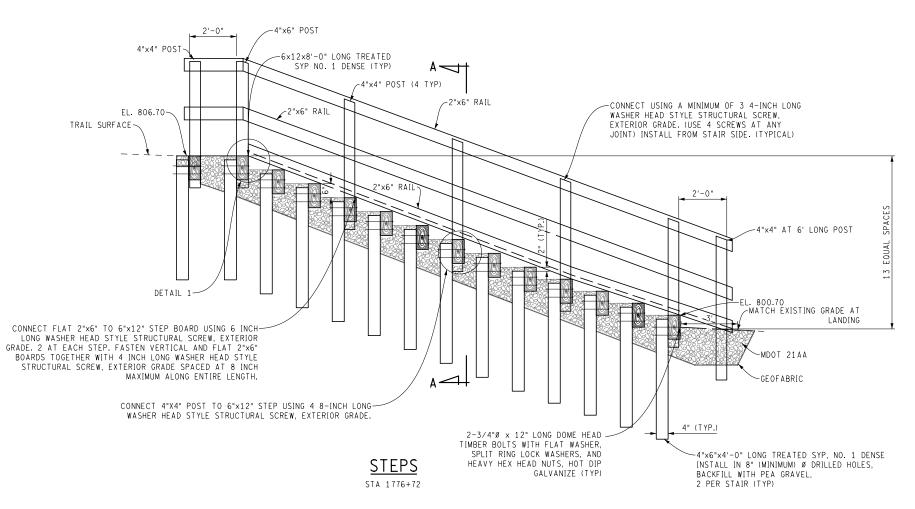
If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Paint Creek Trailways Commission at least ten (10) days prior to the expiration date.





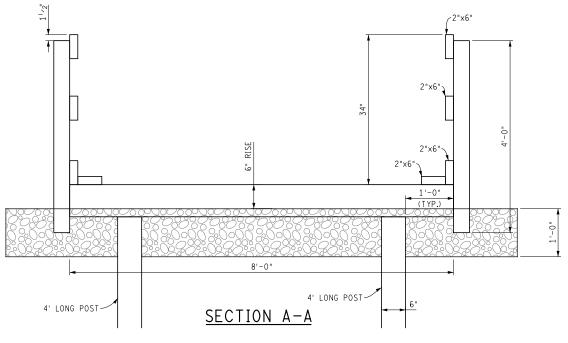
PLAN REVISIONS	Mannik OAKLAND COUNTY	O VERT. (FT) 6	DRAWN BY: KHW	DATE: 9/10/2020	CS:	PAINT CREEK TRAILWAY BRIDGE 33.7	DRAWING SHEET
NO. DATE AUTH DESCRIPTION NO. DATE AUTH DESCRIPTION	Smith TECHNICAL SKILL TRAILWAYS COMMISSION		CHK'D BY: SLB	DESIGN UNIT:	JN:	STAIRWAY	PC DET
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DETAIL 1

(VERTICAL 2"x6' BOARD NOT SHOWN FOR CLARITY)



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NO. DATE	AUTH DESCRIPTION	NO. DATE	AUTH DESCRIPTION	Smith TECHNICAL SKILL TRAILWAYS COMMISSION	NO SCALE	CHK'D BY: SLB	DESIGN UNIT:	JN:		PC
				GROUP ROCHESTER, MI 48306 PROBE: (248) 651-9260	PAINT CREEK TRAILWAYS COMMISSION	FILE: P3290002_DT04.dgn	TSC:		MISCELLANEOUS DETAILS	003 2