



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

PAINT CREEK TRAILWAYS COMMISSION

Request for Quotes Paint Creek Trail Foley Pond Split Rail Fence

Advertisement for Quotes for Paint Creek Trail Foley Pond Split Rail Fence

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. Quotes must be received **by Thursday, July 15, 2021 at 10:00 a.m., Local Time.**

This request for quotes was released on Tuesday, July 6, 2021.

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 **Thursday, July 15, 2021 at 10:00 a.m., Local Time** via email to manager@paintcreektrail.org, with "Paint Creek Trail Foley Pond Split Rail Fence" as the subject. It is the responsibility of the contractor to ensure that the quote arrives on time. Quotes received after the above date and time will not be accepted.

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.

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 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.

General Conditions

1. Intent

This project involves the removal of the existing fence and installation of a new split rail fence at Foley Pond 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 remove and replace the split rail fence at the site. Work must be completed before September 30, 2021.

2. Quote Submission

Please submit quotes **Thursday, July 15, 2021 at 10:00 a.m., Local Time** via email to manager@paintcreektrail.org, with “Paint Creek Trail Foley Pond Split Rail Fence” as the subject.

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.

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 three (3) 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

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 4/1/13, 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 July 21, 2021. If awarded the contract, the contractor agrees to perform the work after July 21, 2021 and completing before September 30, 2021 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, Orion Township Parks and Recreation, and the Charter Township of Orion, 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, and the Charter Township of Orion 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, or the Charter Township of Orion; 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, and the Charter Township of Orion 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, and the Charter Township of Orion 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 RFQ.....	July 6, 2021
Quotes Due.....	July 15, 2021
Award Contract.....	July 21, 2021
Completion of Fence Installation.....	before September 30, 2021

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

The work includes split rail fence 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. Contractor shall acquire approved building permit as part of the work, if required by Orion Township.

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.

Vehicle weight limitations on the railway bridges will be limited to 4700 lbs per axle. Horizontal clearance on the railway bridges is 10 feet. Vehicles allowed on the railway 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 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. Project Location Map**
- D. Split Rail Fence Specifications**
- E. Photographs of Existing Fence and Site**

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, or The Charter Township of Orion 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	Pay Unit
Split Rail Fence, Rem.....	Ft
Split Rail Fence.....	Ft

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.

Safety

All work shall be executed in an orderly and careful manner with due consideration to contractor's workers, Orion 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, 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 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 JULY 15, 2021 AT 10:00 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. 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) 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.

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 **by Thursday, July 15, 2021 at 10:00 A.M., Local Time** via email to manager@paintcreektrail.org or

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

Description	Unit	Quantity	Unit Price	Total
Split Rail Fence, Rem	Ft	300		
Split Rail Fence	Ft	300		
Guaranteed Maximum 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 September 30, 2021 (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 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 Insured Included?	Yes____ No____
Attachment B 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. Vendor Certification that It Is Not An “Iran Linked Business”
- C. Project Location Map
- D. Split Rail Fence Specifications
- E. Photographs of Existing Fence and Site

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 Material Change shall be sent to: (Paint Creek Trailways Commission, Attention: Ms. Melissa M. Ford, 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: _____

Welcome to the Paint Creek Trail

Michigan's First Non-Motorized Rail-to-Trail

Rochester • Rochester Hills • Oakland Township • Orion Township • Village of Lake Orion

- Parking
- Restroom
- Cider Mill
- Historic Site
- Prairie Restoration
- Rochester Hills Public Library
- Drinking Fountain
- Rochester Hills Museum
- Picnic Area
- Dinosaur Hill Nature Preserve
- Municipal Office
- Mile Marker
- Paint Creek Trailways Office
- Shopping
- Restaurant
- Scenic Overlook
- Bike Repair Station
- Pollinator Garden
- Downtown Area



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

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

Mailing Address:
4393 Collins Rd. Rochester, MI 48306
(248) 651-9260

www.paintcreektrail.org

Scan & Go

More Information

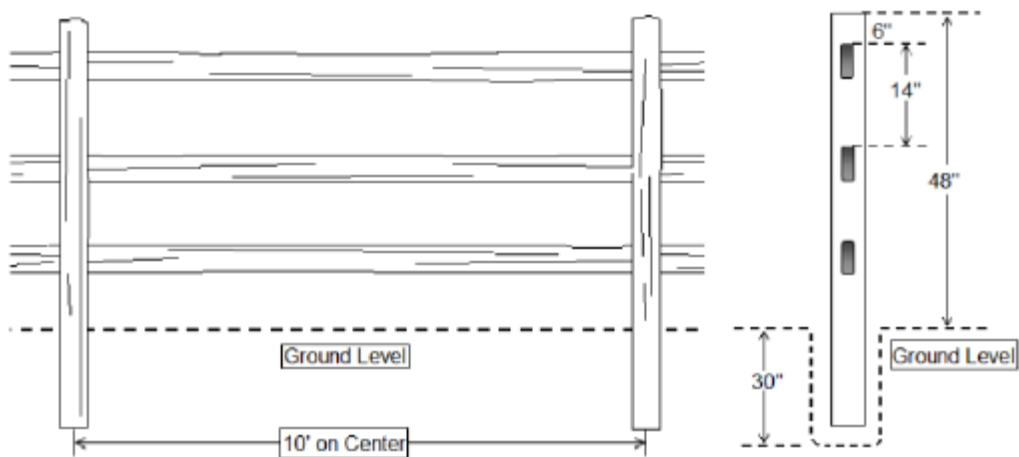


FIGURE 1 - 3-rail Split Rail Fence Detail.

(Source: CFC Fences & Decks)

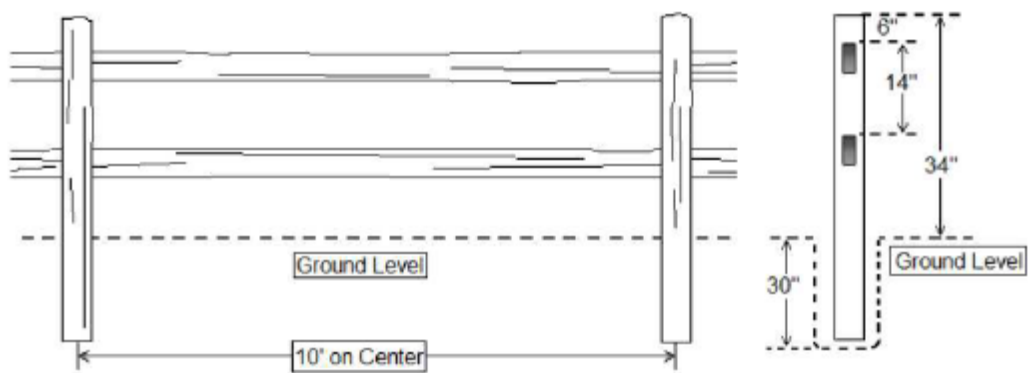
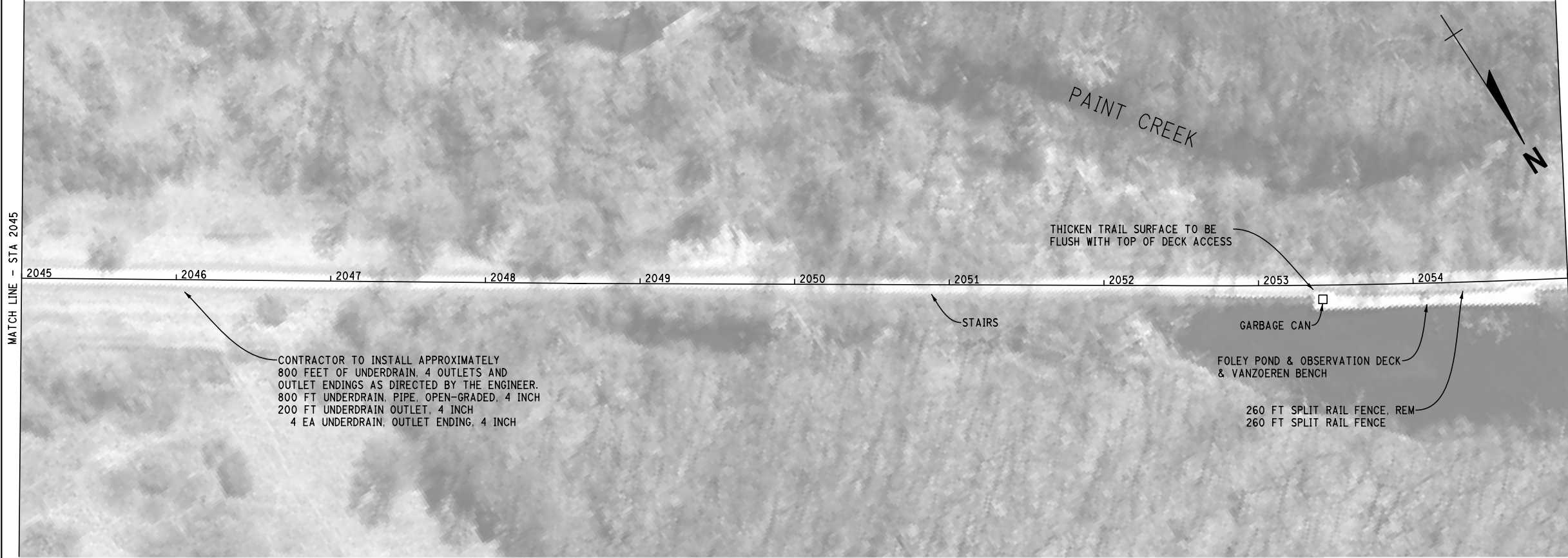
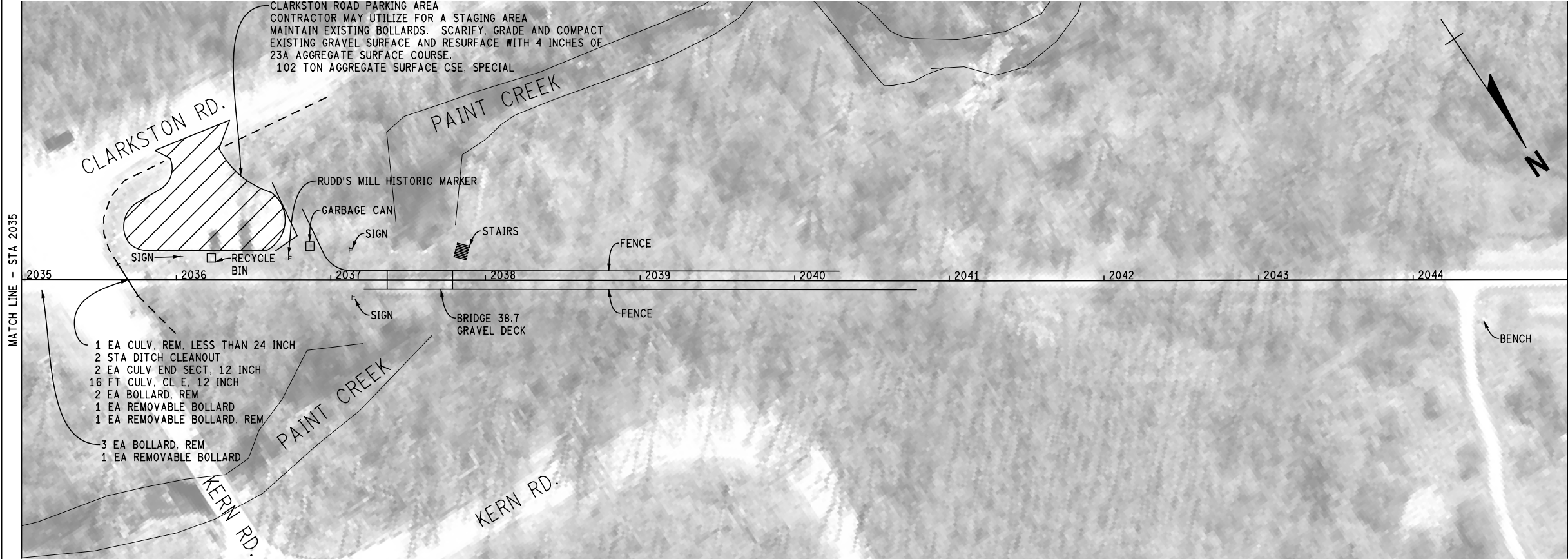
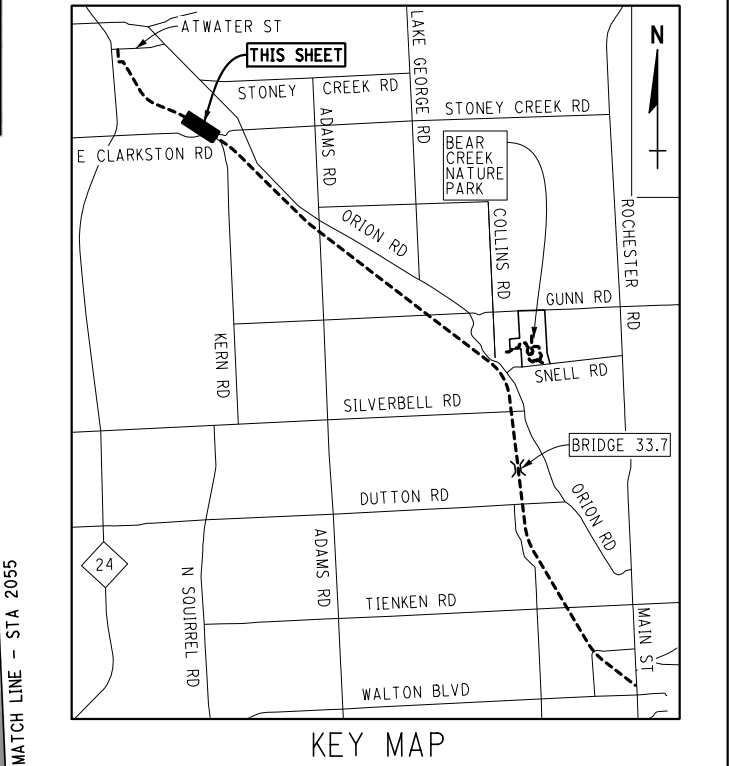


FIGURE 2 - 2-rail Split Rail Fence Detail.

(Source: CFC Fences & Decks)



SHEET QUANTITIES		
DESCRIPTION	QUANTITY	UNIT
CATEGORY 001 - PAINT CREEK TRAIL		
CULV. REM. LESS THAN 24 INCH	1	EA
DITCH CLEANOUT	2	STA
SHARED USE PATH. SCARIFY, GRADE AND COMPACT	19.7	STA
AGGREGATE SURFACE CSE. SPECIAL	102	TON
CULV. END SECT. 12 INCH	2	EA
CULV. CL E. 12 INCH	16	FT
UNDERDRAIN. PIPE, OPEN-GRADED, 4 INCH	800	FT
UNDERDRAIN OUTLET. 4 INCH	200	FT
UNDERDRAIN. OUTLET ENDING, 4 INCH	4	EA
SHARED USE PATH. AGGREGATE	178	TON
BOLLARD, REM	5	EA
REMOVABLE BOLLARD	2	EA
REMOVABLE BOLLARD, REM	1	EA
SPLIT RAIL FENCE	260	FT
SPLIT RAIL FENCE, REM	260	FT

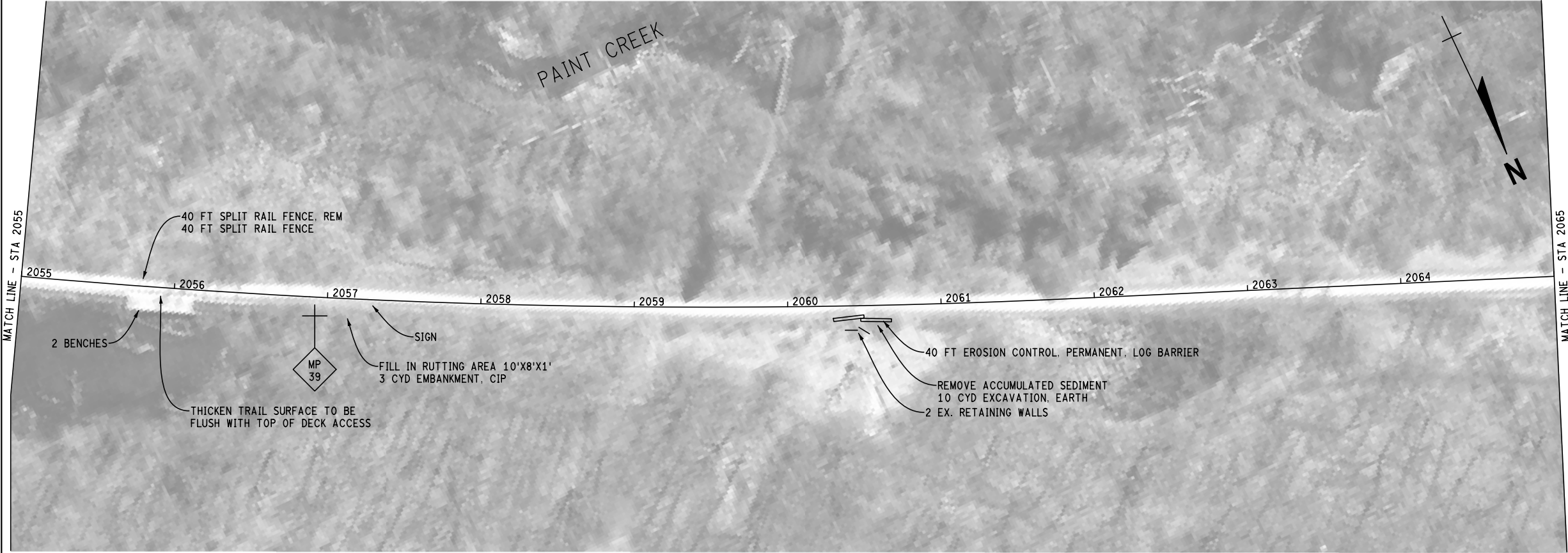


PLAN REVISIONS							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION
1	4/24/19	MSG	BID PLANS				

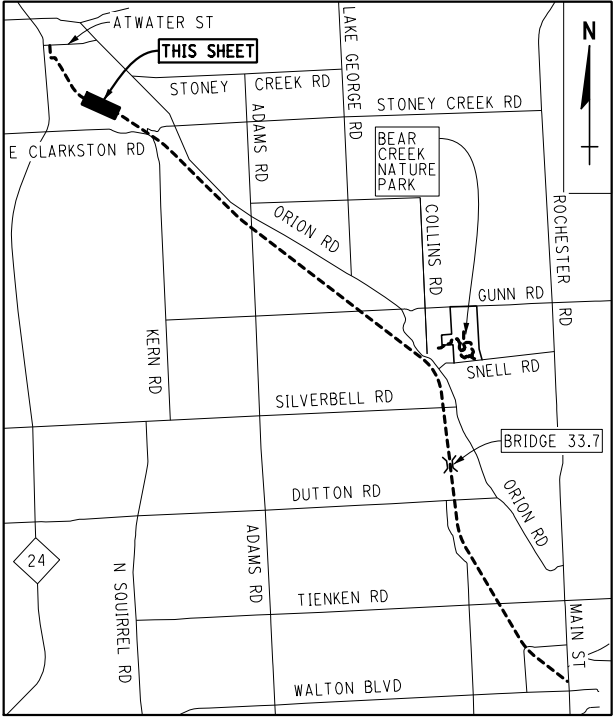
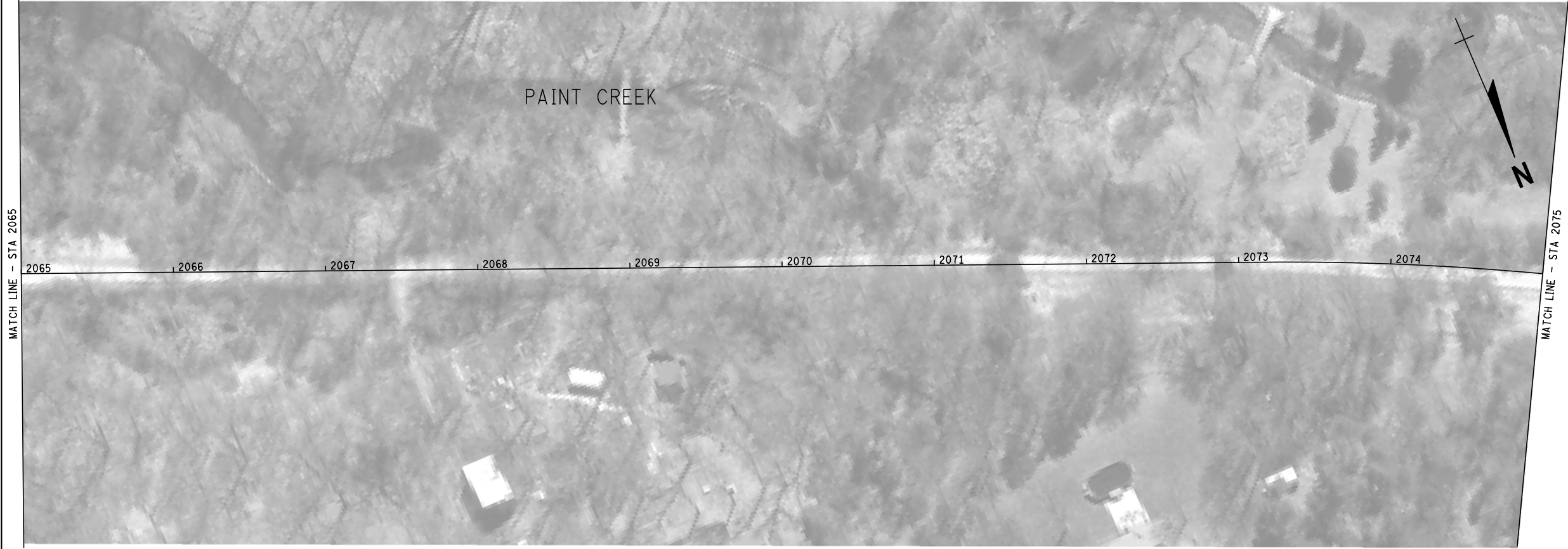


DRAWN BY: CBJ	DATE: 4/24/2019	CS:
CHK'D BY: CWE	DESIGN UNIT: MCDEVITT	JN:
FILE: P3290002_PP21.dgn	TSC:	

PAINT CREEK TRAIL	DRAWING	SHEET
TRAIL PLAN	PC PP 021	28



SHEET QUANTITIES		
DESCRIPTION	QUANTITY	UNIT
CATEGORY 001 - PAINT CREEK TRAIL		
EMBANKMENT, CIP	3	CYD
EXCAVATION, EARTH	10	CYD
SHARED USE PATH, SCARIFY, GRADE AND COMPACT	20.0	STA
EROSION CONTROL, PERMANENT, LOG BARRIER	40	FT
SHARED USE PATH, AGGREGATE	180	TON
SPLIT RAIL FENCE	40	FT
SPLIT RAIL FENCE, REM	40	FT



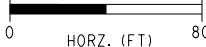
KEY MAP

PLAN REVISIONS							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION
1	4/24/19	MSG	BID PLANS				



TECHNICAL SKILLS
CREATIVE SPIRIT

OAKLAND COUNTY
PAINT CREEK
TRAILWAYS COMMISSION
4480 ORION ROAD
ROCHESTER, MI 48306
PHONE: (248) 651-5262



DRAWN BY: CBJ
CHK'D BY: CWE
FILE: P3290002_PP22.dgn

DATE: 4/24/2019
DESIGN UNIT: MCDEVITT
TSC:

CS:
JN:

PAINT CREEK TRAIL		DRAWING	SHEET
TRAIL PLAN		PC PP 022	29

Attachment E

Photos of Existing Split Rail Fence and Site











