

INVITATION TO BID

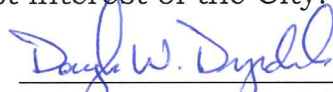
CITY OF RIVERVIEW

Sealed proposals will be received by the City Clerk, 14100 Civic Park Drive, Riverview, Michigan until 2:00 PM, Eastern Daylight Savings Time, Thursday, October 27, 2016, at which time and place the bids will be publicly opened and read aloud for:

RFP#227-GOLF ARCHITECT SERVICES

Specifications are available online with the Michigan Inter-governmental Trade Network at www.mitn.info. and on the City Web site at www.cityofriverview.com. Departments/Purchasing & Assessing/Invitation To Bid. All bids must be plainly marked on the envelope, " **RFP#227-GOLF ARCHITECT SERVICES**"

The City of Riverview reserves the right to reject any or all bids and waive defects in bidding in the best interest of the City.



Douglas W. Drysdale
City Manager

Publish: 10/05/2016

CONTRACT EXPIRATION DATE _____

AGREEMENT FOR RFP #227 - Golf Architect Services

AN AGREEMENT made this _____ day of _____, 2016 by and between **THE CITY OF RIVERVIEW**, a Michigan municipal corporation, of 14100 Civic Park Drive, Riverview, Michigan 48193, hereinafter referred to as "the City" and _____, a Michigan _____ (business or corporation, select one) of _____ insert address, hereinafter referred to as "the Contractor."

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledge, the parties agree as follow:

1. Engagement: the Contractor is hereby engaged by the City to provide Golf Architect Services.

2. Incorporation of Documents: The documents entitled "RFP #227 Invitation to Bid, Bid Proposal Form, Agreement for Golf Architect Services , Specifications, City of Riverview General Conditions for Bidders (Services), Insurance Requirements, Code of Ordinances Sections 2-71 – 2-78, Certification, W-9, 1099," dated October 5, 2016, hereinafter referred to as the "Bid Documents", and the Contractor's Proposal in response thereto dated October 27, 2016, are incorporated herein by reference except to the extent that the terms of this Agreement contradict the incorporated documents, in which case the terms of this Agreement shall control. In the event that a conflict exists between the incorporated documents, the Contractor's Proposal shall be subordinated to, and governed by the Bid Documents.

3. Term: The term of this Agreement shall be in accordance with the Time Schedule contained in the Bid Documents and the Contractor's Proposal. The City reserves the right to cancel this Agreement at any time, without liability except for compensation due for prior services, by providing the Contractor with thirty (30) days advanced written notice.

4. Indemnity: The Contractor shall, to the fullest extent permitted by law, indemnify and hold the City and its agents, officers, and employees harmless from any and all claims, demands, suits or causes of action (including all costs connected therewith), by reason of personal injury (including bodily injury and death) an/or property damage (including loss of use thereof) arising out of or in any way connected with the acts or omissions of the Contractor, its officials, employees, contractors, and agents under this Agreement.

5. Insurance: The insurance requirements set forth in the Bid Documents shall be obtained and maintained during the term of this Agreement by the Contractor, with proof thereof furnished prior to the Contractor commencing performance hereunder, and upon the City's request at any time thereafter. All insurances shall be issued by companies licensed by and eligible to issue insurance policies in the State of Michigan. The insurance policies shall name the city as additional insured, and shall contain a 10 day pre-cancellation notice provision.

6. Compensation: Contractor shall be compensated in accordance with its Proposal, subject to the City's acceptance and liquidated damages for delays, as set forth in the Bid Documents.

7. Contractor's Representations: The warranties required by the Bid Documents and as set forth in the Contractor's Proposal incorporated herein by reference. Notwithstanding anything herein to the contrary, to the extent that the Contractor's Proposal contains additional or enhanced representations above that which is required in the Bid Documents, the representations of the Contractor's Proposal shall govern and be enforceable by the City.

8. Timeliness: The parties agree that time is of the essence of the Agreement.

9. Nonassignability: Neither this Agreement nor any part of it shall be assigned by either party without the prior written consent of the other party. The consent shall not be unreasonably withheld.

10. Right of Audit: The City shall have the right to inspect and audit the records of the Contractor relating to the materials, supplies and subcontractors used in the performance of the project described in this Agreement.

11. Entirety of Agreement; Amendments: The Agreement and the referenced documents herein contain the entire agreement and represent the understanding of the parties with respect to the subject matter contained in this Agreement, and all prior agreements or understandings of the parties are revoked. This Agreement may be amended or terminated only by a written instrument executed by the parties. There are no agreements, restrictions, promises, covenants, or other undertakings other than those expressly set forth in this Agreement.

12. Default; Termination: The failure of either party to perform any term, condition, or covenant made or undertaken by it, or the violation of any warranty or representation in this Agreement, shall be deemed a material default of this Agreement. If a default occurs and remains uncured by the defaulting party for 10 days after the other party has given a notice of default, the non- defaulting party shall have the right to terminate this Agreement. The right to terminate shall be cumulative and in addition to any and all other rights and remedies available to the parties.

13. Governing Law: This Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.

14. Venue: By execution of this Agreement, the parties consent to venue in Wayne County of any action brought to enforce the terms of this Agreement or to collect any monies due under it.

15. Notices: Any notice that either party may give or is required to give under this Agreement shall be in writing and, if mailed, be effective three days after being sent by certified or registered mail, postage prepaid, addressed to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing.

16. Severability: If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision the remaining provisions of this Agreement.

17. Ethics: The Contractor acknowledges receipt of the City's ethics ordinance and certifies that it is and has at all times relevant hereto been in full compliance. The parties agree that this provision is a material term of this Agreement and past or future violation thereof shall be grounds for termination of this Agreement without liability to the City.

18. Contractor's Advertisements: The Contractor is expressly prohibited from referencing its relationship with the City to third parties for any purpose other than that directly related to the Project, without the prior written consent of the City Council. It is understood and agreed that this prohibition includes use of the City's name in any advertisement or application for award or recognition of achievement

19. License and Copyright Fees: The Contractor is responsible to pay for all license and copyright fees due and agrees to hold the City harmless therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**City of Riverview, MI
Witnesseth:**

City of Riverview

Andrew M. Swift, Its Mayor

Cynthia M. Hutchison, Its City Clerk

**Company
Witnesseth:**

(insert name of company)

First Witness

(sign name on line and print it below)
Its (Print title) Date:

Second Witness

[Submit three (3) original ink signed executed copies of this agreement with your completed bid proposal form. Be sure to have two (2) witnesses along with your signature.]

BID PROPOSAL FORM

We offer to furnish the City of Riverview, Riverview, Michigan the item listed below and more fully described in the specifications for **RFP #227 – Golf Architect Services**.

Prices bid are F.O.B. City of Riverview, Bids to be submitted not later than 2:00 p.m., Thursday, October 27, 2016.

(time) (day) (date)

ITEM #	QTY	DESCRIPTION		PROPOSED PRICE
Phase 1	1	Conceptual Design		
Phase 2	1	Final Plan Development		
Phase 3	1	Construction Plans, Specifications, Bidding		
Phase 4	1	Construction Administration		
		PER ATTACHED SPECIFICATIONS		
			TOTAL :	

Acceptance time allowed _____.

Delivery in ____ - ____ days from acceptance of bid _____.

Are the quoted items according to specifications? _____.

If not, please state exceptions _____.

Name of Firm: _____

Firm's Address: _____

City/State/Zip: _____

Telephone #: _____

Authorized Signature: _____

Printed Signature: _____

Title: _____

PLEASE NOTE: ALL BIDS SHALL BE SUBMITTED SEALED IN AN ENVELOPE AND CLEARLY MARKED ON THE OUTSIDE WITH THE WORDS "COMPETITIVE BID ITEM" OPENING OCTOBER 27, 2016 AT 2:00 P.M.

Bidder acknowledges receipt of Addenda as listed below:

Addenda # _____ issued on _____ (date)

Addenda # _____ issued on _____ (date)

Addenda # _____ issued on _____ (date)



CITY OF RIVERVIEW
SPECIFICATIONS

SPECIFICATIONS - REQUEST FOR PROPOSAL FOR GOLF ARCHITECT SERVICES

CITY OF RIVERVIEW - RIVERVIEW HIGHLANDS GOLF COURSE

GOLF COURSE RENOVATION

October 2016

INVITATION TO SUBMIT

The City of Riverview, Michigan invites qualified design consultants to submit a proposal and associated supporting materials for consideration to provide design services for the Riverview Highlands Golf Course in the City of Riverview, Michigan. This assessment and design project will include conceptual and schematic design, design development, permitting and construction documents for golf course renovations. The Project will be developed by City of Riverview and Riverview Highlands Golf Course, and shall be governed by the rules and regulations of the City of Riverview, County of Wayne, and State of Michigan.

BACKGROUND/PURPOSE OF THE PROJECT

The Riverview Highlands Golf Course is a municipally-owned golf course, located in the City of Riverview, Michigan. The course includes a total of 30 holes: two, 9-hole courses ("Red" and "Gold" courses) are located on the south side of Sibley Road, with 9 additional holes ("Blue" course) are located north of Sibley Road. The Frank and Poet Drain bounds the west side of the main golf course, and the Huntington Creek Drain bisects the Red and Gold courses and feeds into the Frank and Poet Drain. An additional three practice holes and driving range are located on the west side of the Frank and Poet Drain, and is referred to as the "Golf Practice Facility" (GPF).

This project is needed for several reasons. The adjacent neighbor to the west, the Riverview Land Preserve (RLP), requires additional property to expand its services and continue operation. The RLP is also owned and operated by the City and provides a source of revenue for the City. The Frank and Poet Drain provides drainage for a large upstream area. The areas upstream have experienced flooding because the floodplain storage is inadequate for the amount of development and associated impervious area that has been constructed. The City desires to assist its residents by attempting to mitigate potential future flooding to the extent practical by improving the floodplain storage associated with the county drains located on the Riverview Highland's property. Finally, the golf course itself is aging and needs a rehabilitation to maintain its status as an amenity to the City and its citizens as well as operate in a manner such that an enterprise fund should operate.

The RLP currently has a conceptual expansion which was designed with limited input from a professional golf course architect. The conceptual expansion plan is provided as an attachment to this RFP. The plan was designed to maximize the life of the landfill while attempting to provide adequate space for golf course and floodplain. A detailed floodplain assessment or wetland assessment have not been conducted at this point.

This goal of this project is to provide a fully renovated 18-hole golf course where the current Red and Gold courses are located. This will require reconfiguration of the tees, greens and fairways and associated systems and appurtenances around the landfill boundary and relocation of the Frank and

Poet Drain. The golf course architect will work as a team with the existing City staff, legal counsel, consultants and RLP engineers to ensure that all goals of the project area achieved.

EXISTING FACILITIES

The existing golf course is a gently rolling course, with asphalt cart paths, several water hazards and sand bunkers, as well as mature and plentiful vegetation. The northern part of the property is occupied by an asphalt parking lot, pro shop and restaurant/banquet facility, and golf cart storage. There is a maintenance facility located east of the pro shop, and a pump house located on the banks of the Frank and Poet Drain. Many of these facilities are approaching the end of their useful life and are in need of renovation or replacement. It is the City's goal to minimize the capital expenses incurred for this golf course renovation so the selected golf course shall reuse the existing facilities to the maximum extent practical.

SCOPE OF WORK

General Requirements

The City has an Ad Hoc Riverview Highland committee (Committee) which oversees the administrative decision-making process under the auspices of the City Council. The Committee is made up of City Council members, city administrators and the City's legal counsel. Golf Course Architect (GCA) shall make monthly written updates to the Committee to document progress, identify questions or concerns, and propose agenda discussion items. The GCA shall plan to attend the Committee meetings when requested, generally once every two months but not exceeding once per month. Attendance may be by telephone or in person.

The GCA shall include in their design all subgrade systems (irrigation, sewer, drainage, electrical) required to provide a fully functional, operable golf course. All equipment to operate these systems shall be specified and included in the construction plans as part of the project.

The GCA shall include all necessary permit applications, fees, and plan review submittals in their cost estimate and proposed schedule.

Phase 1 – Conceptual Design

The GCA shall conduct a general project assessment. This will include at least two meetings during the early conceptual design stage to identify the operating staff's requirements and goals for the project. The GCA should evaluate the current conditions, systems, and operational features to make suggestions for improvements for golf playability, aesthetics and operations.

The GCA shall coordinate the design to take into consideration Riverview Highlands maintenance practices and budget, and present revised maintenance practices which would result from design execution.

The GCA shall also meet with the RLP and its engineers to review the conceptual landfill designs and identify potential conflicts or benefits from each project's proposed site development. The GCA shall provide input and recommendations for shared features of the development (e.g. Frank and Poet Drain relocation) to provide the best end product for both projects. As both projects progress through the design stages, the GCA and engineers shall share information and collaborate to minimize conflicts.

The relocated Frank and Poet will be designed to increase flood storage capacity. The GCA shall work with the engineers to locate the storage areas to combine water hazard design and storage areas.

The GCA shall present periodic design iterations to the Committee and public. The City Council meets regularly and may request a public presentation of the design concepts for public information and input.

Conceptual planning shall take place during fall and winter 2016-2017.

Phase 2 – Final Plan Development

The GCA shall develop one final concept into a final Design Plan. The Design Plan will be dependent on approval of the relocation of the Frank and Poet Drain, and thus will be linked to the Riverview Land Preserve's permit application timeline. It is anticipated that approval of the relocation will not be complete until late in 2018.

The Design Plan shall be submitted to the City for review at 50% completion, 90% completion and Final. A construction cost estimate should be included for the Design Plan with each submittal.

As part of the final Design Plan, all permit applications, plan review submittals, and other approvals shall be completed. The GCA shall provide the necessary responses and revisions to all agency reviews to acquire all the necessary permits and maintain compliance with state, federal and local regulations.

Final plans shall be submitted in early 2019.

Phase 3 – Construction Plans and Specifications, Bidding Documents

The GCA shall prepare Construction Plans and Specifications for the golf course construction. The construction may be divided into two consecutive, annual projects, depending on the City review of economic impact and construction schedules. The GCA shall include costs to prepare bidding documents, using the City's prescribed procedures, document format and contractual documents. The City Attorney shall review all documentation prior to publication for bid solicitation.

The GCA shall review construction bids and provide recommendation for selection of the contractor to complete the work. The GCA shall prepare contract documents and work with the City to administer the contract appropriately.

Construction of the first phase of renovations is planned to begin in 2019.

Phase 4 – Construction Administration

The GCA shall provide oversight and construction monitoring during the construction of the golf course renovation. This shall include review and approval of all submittals, inspection of installed work, warranty inspections, budget tracking, invoicing reviews and approvals, and other assistance as required by the City. This shall also include regular progress updates to the City and Golf Course Committee as to percent of construction completed, and schedule updates.

PROPOSAL SUBMITTAL

Proposal text should be not more than 20 pages in length, excluding appendices. The proposal should highlight your firm's qualifications and experience, design team, pricing, and schedule, and be presented in that order for ease of evaluation.

Qualifications

Firms must provide a summary of previous work to demonstrate significant experience designing, documenting, and providing representation and consulting for similar golf course renovation projects. Previous work on renovation projects should include a summary of number of rounds and greens fees impact, where applicable. Contact information for previous or current projects shall be included as references.

Proposal submittals will be evaluated based on the demonstrated significant experience of the firm and its proposed personnel with similar design assignments, facilities, and projects; the ability to meet specific project objectives, e.g., design and construction of renovated golf courses in a constrained environment, etc.; proposed fee and other criteria as the Selection Committee may determine. Subsequently, the shortlisted firms may be invited to make an oral presentation to the City and Golf Course Committee.

Firms are encouraged, but not required, to visit the site prior to submittal. Any assessment, sketches, comparable photos or description of a vision for the property included in the proposals should be concise but may be beneficial in determining the appropriate fit for designer for Riverview Highlands.

Design Team

1. List all proposed members of the design team and provide resumes for key personnel.
2. Briefly describe how the team will be structured and will approach the project.
3. Include a list of preferred golf course construction firms recommended for this project, and identify the projects they have completed successfully. Include project budgets (estimated value, original contract, change orders) for evaluation purposes.

Fee Schedule

Provide an estimated fee schedule for each of the four phases described in the Scope of Work independently. Also provide hourly rates for each classification of staff who will be involved with the project, and any rate increases anticipated during the course of the project. Identify driving factors affecting the cost and assign cost to each major task within each phase.

Please indicate the markup on any reimbursable expenses.

Project Schedule

All proposals should assume Phase 1 of the Scope of Work outlined herein would begin upon award of the contract, with completion of the conceptual design within 3 to 6 months.

SUBMITTAL INSTRUCTIONS

A non-mandatory pre-bid meeting will be held on Tuesday, October 11, 2016 at 1:30 p.m. at the Riverview Highlands Golf Course, in the pro shop conference room. Minutes from that meeting and any questions received therein will be issued as an addenda to this RFP.

Questions may be submitted until noon on Friday, October 21, 2016. Only those questions submitted in writing and receiving written response will be considered binding. All questions received before the deadline, and corresponding written responses, will be issued as an addenda prior to the proposal submittal date. All addenda shall be acknowledged in the submitted proposal.

Proposals are due on October 27, 2016 at 2 p.m. as directed RFP. All proposals should be submitted to City of Riverview Purchasing Department, 14100 Civic Park Drive, Riverview, Michigan 48193. Proposals shall be enclosed in a sealed envelope, clearly marked with the project identification. Any proposals received after the scheduled time will be rejected and returned unopened.

EVALUATION OF PROPOSALS

The City will evaluate proposals based on factors included in each proposal, including but not limited to the design team qualifications, previous experience, understanding of the project scope, and pricing. Each factor will be rated by the City independently and may not carry equal weight.

The City reserves the right to reject any bid or portion thereof, or accept any bid or portion thereof.

CONFIDENTIALITY

All information which is communicated to, learned, developed or otherwise acquired by proposers in the preparation of this proposal for Riverview, which is not generally known to the public, shall be confidential and proposer shall not, at any time, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for proposers own benefit or the benefit of another, any such confidential information. The provisions of this paragraph shall survive this request for proposal.

Any comments or questions concerning this request for proposal should be directed in writing to the Interim Golf Course Director, Mr. Michael Kettler by email, mkettler@cityofriverview.com and copy Jennifer Bowyer at Cornerstone Environmental Group at Jennifer.bowyer@cornerstoneeg.com.

CITY OF RIVERVIEW
BIDDER CERTIFICATE OF COMPLIANCE WITH
SECTION 2-71 – 2-78 OF THE CITY CODE – OFFICERS AND EMPLOYEES; PUBLIC ETHICS

CERTIFICATION

I, _____ hereby certify that neither I, nor anyone associated with _____, of whom I have knowledge, has offered or delivered any gifts, favors, gratuities or special consideration to an elected official of the City, the City Manager, City Officials or employees.

I further certify that I have received a copy of and have read the above – entitled section of the Riverview City Code and I understand it and agree to fully abide by its provisions. I further am aware that failure of a bidder to comply with this Ordinance may result in debarment or termination of a pending or existing contract by the City Council.

Name of Business

Nature of Business and/or Bid Solicitation

(Date)

(Signature)

(Please Print)

ARTICLE II.
OFFICERS AND EMPLOYEES
DIVISION 3
PUBLIC ETHICS

Sections 2-71 – 2-78. OFFICERS AND EMPLOYEES; PUBLIC ETHICS

Sec. 2-71 Violation; result.

Violation of this division by the city manager, or an officer or employee may result in disciplinary action, up to and including discharge, in accordance with city policies, applicable collective bargaining agreements, and employment contracts. Violation of this division by an elected official may result in censuring by unanimous vote of the remaining members of the city council. (Code 1978, 2-46 (d))

Sec. 2-72. Compliance with other requirements.

Compliance with other ordinances, policies and/or statements concerning ethics, including section XIII of the purchasing manual concerning ethics also is required. (Code 1978, 1-6.1 (i))

Sec. 2-73. Ethical standards generally.

All elected officials, the city manager, and officers and employees of the city shall fulfill their duties with the utmost attention to serving the best interests of the citizens of the city. (Code 1978, 1-6.1 (a))

Sec. 2-74. Certain decisions or transactions prohibited.

An elected official, the city manager, or an officer or employee may not participate in a decision or transaction on behalf of the city which would result in direct financial benefit to the official, the city manager or the officer or employee. (Code 1978, 1-6.1 (b))

Sec. 2-75. Conflict of interest; conflicting employment.

If an elected official, the city manager, or an officer or employee believes that he or she may be placed in a potential conflict of interest in violation of this division, that individual shall immediately provide written notification to the city council, (if an elected official or the city manager, or to his or her immediate supervisor, if an officer or employee.) An elected official, the city manager, and/or an officer or employee shall not accept employment that conflicts with performance of his or her duties with the city. (Code 1978, 1-6.1 (c))

Sec. 2-76. Solicitation and/or acceptance of items without reimbursement prohibited; violations; result; campaign contributions excluded.

Elected officials, the city manager, officers and employees may not solicit or accept any gifts, favors, gratuities, or special consideration from anyone currently doing business with the city, seeking to do business with the city, who may currently be negotiating to do business with the city in the future, or who otherwise is or may seek any action or approval by the city, unless specifically allowed by city policy. Specifically, elected officials, the city manager, officers and employees may not solicit or accept, without reimbursement; meals, sporting event tickets, social amenities, or attendance at any event with any organization that does business or seeks to do business with the city, unless specifically sanctioned as a city-sponsored event. A city-sponsored event is one which is sanctioned by recognition by the city council as an event that promotes a policy position of the city. Specifically excluded from this ordinance are contributions to a candidate's campaign committee which are reported in accordance with state law. (Code 1978, 1-6.1 (e))

Sec. 2-77. Acceptance of certain souvenirs permitted.

Nothing in this division shall prohibit the acceptance of a souvenir, i.e., an item bearing some identification or logo of an individual, company, or other entity, if the souvenir involves normal sales, promotion, advertising or publicity and the case of the souvenir does not exceed \$10.00. (Code 1978, 1-6.1 (f))

Sec. 2-78. Certification of compliance required; failure to comply; result

All professional service contracts awarded by the city must include an annual certification of compliance with this division. All bid solicitations by the city requiring written quotations or formal bid procedures shall require a certification from the bidder that said bidder did not offer or deliver any gift, favors, gratuities, or other special consideration to any elected official, the city manager or an officer or employee of the city and that it has otherwise fully complied with this division. Failure of a bidder to comply with this division may result in debarment or termination of a pending or existing contract by the city council. (Code 1978, 1-6.1 (g))



CITY OF RIVERVIEW
GENERAL CONDITIONS FOR BIDDERS

SERVICE

ACCEPTANCE OF PROPOSALS: The City of Riverview reserves the right to reject any and all proposals, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any proposal, insofar as such technicality or defects do not legally, materially or substantially change such proposal. The said City, unless otherwise specified by the service provider, reserves the right to accept any item on bid.

If the service provider fails to state the time within which a proposal must be accepted, it is understood and agreed that said City shall have ninety (90) days from proposal opening date in which to accept proposal.

ERROR IN PROPOSAL: In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of proposals. Negligence on the part of the service provider in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

SAMPLES OF MATERIALS: Samples of items, when requested, must be furnished free of expense to the City, at the time proposals are opened or later if such are called for after the proposals have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the service provider's expense.

SIGNATURES ON PROPOSALS: Each proposal must contain the full name and business address of the service provider, any person signing a proposal sheet for their self or as agent, employee or officer of another must show their title and, if requested by the City shall furnish proof of their authority to make such proposal. Any person signing said proposal shall do so in their own handwriting.

ALTERNATE PROPOSALS: Alternate proposals will be considered providing such items which appear on such proposals meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.

PROPOSAL SHEETS: Service providers shall use the proposal sheet furnished with these conditions when submitting their quotations. Failure to submit this sheet as required shall render the proposal informal. Proposal sheets must contain prices on a per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.

FEDERAL OR STATE SALES, EXCISE OR USE TAXES: The City of Riverview is exempt from State and Federal taxes. The price bid for any service must be exclusive of taxes and will be so construed. The City will provide its taxpayer identification number when requested.

INITIATION OF SERVICE: The number of calendar days in which service will be made after contract is executed and purchase order is placed shall be stated in the proposal. When no time frame is stated by the service provider, it is understood and agreed that service is to be provided within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

COMPLIANCE: Service provider shall abide by all federal, state and local laws and statutes.

SPECIFICATIONS: It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the service provider. In some instances, the name of a manufacturer, a special brand, or make of an item is used in describing the item(s) desired. This does not restrict the service provider to that manufacturer or specific article but is simply used to indicate the character or quality of the article(s) or service desired. Articles or services on which the proposals are submitted must be equal to that specified, and a statement to that effect shall be made a part of such proposal.

Where conflict occurs between the requirements of the General Conditions and the requirements of the Specifications, the requirements of the Specifications will govern.

INSPECTION: Final inspection and acceptance or rejection will be made at the time of service, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the service provider promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment maybe made at a proper reduction in price.

PROPOSAL OPENING: Proposals may be mailed or delivered to the City Clerk of the City of Riverview, Michigan. All proposals will be opened and publicly read at a time specified in the request for proposal. Proposals received after the specified time for opening, as shown on the request for proposal will not be accepted.

CANCELLATION: The City reserves the right to cancel an accepted proposal or contract in whole or in part due to nonperformance or defective product(s).

BOND REQUIREMENTS: The City reserves the right to request, where applicable, performance bonds, material and/or labor bonds in the amount of the bid.

Proposer shall furnish performance and payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of a proposer's obligations under the contract documents. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by Laws and Regulations or as specified in the Bond. Proposer shall also furnish such other Bonds as are required by the bid documents. All bonds shall be in the forms prescribed by the bidding documents and be executed by such Sureties a (i) are licensed to conduct business in the state where the service is provided, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the Surety on any bond furnished by the proposer is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the

service is located or it ceases to meet requirements of clauses (i) and (ii) in the previous paragraph, proposer shall within five (5) days thereafter substitute another bond and Surety, both of which shall be acceptable to the City of Riverview.

PERMIT REQUIREMENTS: Successful proposer will be responsible for securing any necessary permits for complying with all required inspections where local, state or federal.

MULTI-YEAR CONTRACTS: The City reserves the right to terminate multi-year contracts due to non-appropriation of funds.

FINANCIAL STATEMENTS: Financial Statements will be submitted upon request to be held in confidence and to be returned upon the completion of the contract.

TERM OF PAYMENT: Payment will be made in full after the satisfactory completion of the service. Executed contracts must specifically state if there is to be any partial payment or other deviation from this method of payment.

OWNERSHIP: The City of Riverview is the owner of all work and related documentation done on behalf of the City unless otherwise agreed to in writing. All work and related documentation shall be promptly turned over to the City upon request. This requirement shall survive the termination of the agreement between the parties, and is enforceable by injunction action if necessary, in which case the service provider shall be liable for the City's actual legal fees and costs.

NONASSIGNABILITY: Neither this agreement nor any part of it shall be assigned by either party without the prior written consent of the other party. The consent shall not be unreasonably withheld.

If subcontractors are to be utilized in this agreement, consent must be granted prior to proposal award. Any subcontractor must be listed in the proposal response.

IDENTIFICATION OF FORM 1099 VENDORS
QUESTIONNAIRE FOR ALL CONTRACTORS

VENDOR NAME: _____
(Same as on W-9) (Provide COMPLETE name)

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE NUMBER: _____

*** TAXPAYER IDENTIFICATION NUMBER (TIN): _____

*** or EMPLOYER IDENTIFICATION NUMBER (EIN): _____

*** or SOCIAL SECURITY NUMBER (SSN): _____

1. SERVICE PROVIDER? _____ YES _____ NO

Definition of Service-Includes, but is not limited to: Training; Instructors; Appraisal Services; Rental of Space; Equipment; Parking Spaces; Expenses commingled with fees and commissions; Architectural and Engineering Services; Moving Services; Courier Services; News Clipping Services; Security and Guard Services; Maintenance Services for Building and Equipment; including ADP; Cleaning Services for Drapes, Carpet, Furniture; Vehicle Repairs; Trash and Snow Removal; Copy or Printing Services; Equipment Rental or Leases; Construction Services; Seizure Expenses (Towing, Storage, Locksmith, Appraisals, Auctioneering, Title Search); Court Reporters; Video Preparation; Repairs to Equipment; Purchase and Maintenance of Equipment; Telephone Answering.

The List above applies even when the service mentioned is only a part, even secondary part of the contract/order.

If NO - Form 1099 does not apply.

If YES - Continue:

2. HEALTH SERVICE PROVIDER? _____ YES _____ NO

If YES - Form 1099 applies. Indicate on the contract/order, 1099 required. Also state the Employer Identification Number (EIN) or Social Security Number (SSN) on contract/order.

If NO - Continue:

3. IS THE CONTRACTOR A CORPORATION? _____ YES _____ NO

If YES - Form 1099 does not apply (except for health service corporations). However, you should confirm corporate status.

If NO - Form 1099 applies. Indicate on contract/order, 1099 required. Also state the Employer Identification Number (EIN) or the Social Security Number (SSN) on the contract/order.

*** Required Information

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



CITY OF RIVERVIEW 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. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the city of Riverview.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Riverview, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof along with City Engineer, Wayne County, and the State of Michigan where applicable.

5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Carol Mayerich, City of Riverview, 14100 Civic Park Drive, Riverview, MI 48193."

6. Owners' and Contractors' Protective Liability: **The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$3,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. The City of Riverview shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.**

7. Professional Liability Coverage: **The Contractor shall procure and maintain during the life of this contract, Professional Liability Insurance covering any damages caused by error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000.00, and the annual aggregate limit shall not be less than \$2,000,000.00.**

8. Proof of Insurance Coverage: **The Contractor shall provide the City of Riverview at the time that the contracts are returned by him/her for execution, certificates and policies as listed below with the City of Riverview as a named insured:**

- a. **Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;**
- b. **Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;**
- c. **Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;**
- d. **Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance.**
- e. **If so requested, Certified Copies of all policies mentioned above will be furnished.**

9. **If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Riverview at least ten (10) days prior to the expiration date.**

NOTE #1: Items 6 and 7 d are intended primarily (but not exclusively, as indicated in this manual) for construction type contracts, such as road work, sewer work, and building projects.

NOTE #2: For Builders' Risk or Professional Liability services, contact your MMRMA representative.

NOTE #3: In the event that the Contractor cannot provide coverage limits as required, a minimum limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, with an umbrella coverage of \$3,000,000.00 minimum.

NOTE#4: Contractor shall be responsible for any deductible or self insured retention.