

REQUEST FOR PROPOSAL DOCUMENTS

FOR

Owosso City Hall Improvements Project Owner's Rep



**CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867**

August 2, 2024

NOTICE TO SUBMITTERS

CITY HALL IMPROVEMENTS PROJECT OWNER'S REP FOR THE CITY OF OWOSSO, MICHIGAN

Sealed proposals will be received by the city of Owosso for the CITY HALL IMPROVEMENTS PROJECT OWNER'S REP RFP and should be addressed to:

Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Proposals will be accepted until **3:00 p.m. August 20, 2024** for the at which time proposals will be publicly opened and read aloud.

All proposals must be in writing and must contain an original signature by an authorized officer of the firm. Electronic proposals (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

The submitter agrees that if the city accepts their proposal, the submitter will, within 14 consecutive calendar days after receiving notice of this acceptance, enter into an agreement which be presented for approval by City Council.

All proposals shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

CITY HALL IMPROVEMENTS PROJECT OWNER'S REP

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Proposal Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Proposal documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this proposal request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-723-8854 or by e-mail to nathan.henne@ci.owosso.mi.us, Call 989-725-0569 to arrange a field inspection.

INSTRUCTIONS TO SUBMITTERS

1. Each proposal must be signed by the submitter with his usual signature. Proposals by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the proposal to be considered non-responsive and shall be rejected by the city.**
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Submitters are requested to use the proposal form furnished by the city when submitting their proposals. Envelopes must be **sealed** when submitted and clearly marked on the outside indicating the name of the proposal.
4. Proposals having and erasures or corrections thereon may be rejected unless explained or noted over the signature of the submitter.
5. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the submitter in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified. However, the submitters' attention is called to General Condition seven (7).
6. Proposals should be mailed or delivered to: Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
7. Special conditions included in this inquiry shall take precedence over any conditions listed under General Conditions or Instructions to Submitters.
8. Insurance coverage – The winning submitter, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
9. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) proposal advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) proposal advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
10. **The following items must be included with the proposal response:**
 - a. **Vendor Proposal**
 - b. **Local Preference Affidavit**
 - c. **W-9 Request for Taxpayer ID No. and Certification**
 - d. **Signature Page & Legal Status/ Acknowledgement of Addendum(s)**
 - e. **Insurance Endorsement**

PROPOSAL

Request For Proposal (RFP) Owner's Representative Services for City Hall Improvements Project

Purpose of RFP

This RFP is intended to solicit proposals for Owner's Representative services to oversee various improvements at the City of Owosso City Hall. The improvements include but are not limited to mechanical engineering, rooftop unit replacement, supply air duct insulation, electrical panel engineering, new generator installation, concrete reinforcement, building management system installation, electrical service redesign, and front step renovation.

Scope of Work

This RFP is divided into three items:

Item 1: Lump Sum Cost for Owner's Representative Services

The lump sum cost will include the following tasks:

1. Walk the property, review floor plans and other drawings, and speak with staff to understand building envelope layout and how the building operates on a daily basis.
2. Oversee the selection of an engineering firm and assist in decision-making on equipment and layout.
3. Ensure all plans and drawings are suitable for vendor proposals.
4. Coordinate the replacement of rooftop units and IT room unit and ensure compliance with budget and historical preservation considerations.
5. Manage the insulation process for supply air ducts.
6. Oversee engineering and redesign of electrical panels for generator installation.
7. Coordinate the installation of a new generator and oversee concrete reinforcement work.
8. Facilitate the installation of a building management system.
9. Oversee the redesign of electrical services and panels.
10. Manage the renovation of the front steps.
11. Landscape restoration.

Item 2: Hourly Rate for Additional Consultation Work

An hourly rate for additional consultation work that may be required in the future. The hourly rate will be valid for one year from the date of RFP acceptance. A new hourly rate can be negotiated at that time if necessary.

Item 3: Percentage Fee for Owner's Representative Services on Future Projects

A percentage fee for Owner's Representative services for the proposed project. The services may include:

- Serving as the contact for all communications between the Owner and its Design Professional, Contractors, Owner Furnished Consultants, and consultants.
 - Overseeing construction manager's maintenance of all project documents and contract documents.
 - Performing on-site observations to report on the progress and quality of work.
 - Attending project meetings and reporting to the Owner on the proceedings.
-

Proposal Requirements

Proposals must include the following:

- **Company Information:** Provide the name, address, contact person, phone number, and email.
 - **Itemized Costs:** Provide a lump sum cost for Item 1, an hourly rate for Item 2, and a percentage fee for Item 3.
 - **Experience and Qualifications:** Demonstrate relevant experience and qualifications for the proposed scope of work.
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Submission Instructions

Proposals must be submitted by August 20, 2024 @ 3:00 P.M. to:

City of Owosso 301 W. Main Street Owosso, MI 48867 Attn: Terri Sinn, Bid Coordinator

Evaluation Criteria

Proposals will be evaluated based on:

- **Experience and qualifications** of the firm and personnel.
 - **Cost-effectiveness** of the proposal.
 - **Understanding of the project** and scope of work.
-

Item 1 Proposal Amount: \$ _____
(Lump Sum for Owner's Representative Services)

Item 2 Proposal Amount: \$ _____ /Hour
(Hourly Rate for Additional Consultation Work)

Item 3 Proposal Amount: _____ %
(Percentage of Vendor/Contractor Amount for Owner's Representative Services on the project)

For any questions or further information, please contact:

Nathan Henne, City Manager
Email: Nathan.henne@ci.owosso.mi.us
Phone: 989-725-0568

Proposal Submission Deadline: August 20, 2024 @ 3:00 P.M.

On behalf of _____, I hereby submit this proposal for CITY HALL IMPROVEMENTS PROJECT OWNERS REP for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals and waive any irregularities in the proposal process. The CITY may award this contract based on any combination of the total proposal and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20____.

Submitter

Witness:

By/s/

Business Address

Signature

Printed Name

Title

Telephone Number

E-Mail Address

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% proposal advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% proposal advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. PROPOSAL ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the proposal, the unit prices shall govern. The city objects to any additional terms stated in any documents submitted by the contractor. Performance pursuant to our Purchase Order/Equipment Agreement constitutes a course of conduct consisting of Contractor's Agreement to the terms of our Purchase Order/Equipment Agreement.

3. PAYMENT

Unless otherwise stated by the submitter, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly executed claim voucher. The final payment will be made by the city when materials, supplies, equipment, or the work done have been fully delivered or completed to the full satisfaction of the city.

4. PROPOSAL DEFAULT

In case of default by the submitter or contractor, the city of Owosso may procure the articles or services from other sources and hold the submitter or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the submitter, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the submitter, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The submitter, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Submitter further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE PROPOSAL STATUTES

The laws of the state of Michigan, the charter, and ordinances of the city of Owosso, as far as they apply to the laws of competitive proposal, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the submitter's expense.

11. BONDS

A certified check or proposal bond may be required, payable to the City of Owosso. If so required in the proposal documents, a performance bond and labor and material bond in the amounts stated in the proposal documents shall be on file with the city before work commences. The city will determine the amount and sufficiency of the sureties.

12. PROPOSAL GUARANTEE

All checks or proposal bonds, except those of the three lowest submitters, will be returned when the proposals have been opened and tabulated. The certified checks or proposal bonds of the three lowest submitters will be held until the contract documents have been signed, after which remaining certified checks or proposal bonds will be returned to the respective submitters.

13. SUBMITTERS

The city may demand that the contractor file a sworn experience and financial statement setting forth the financial resources, adequacy of plant and equipment, organization, experience, and other pertinent and material facts as may be desirable.

14. DAMAGE LIABILITY AND INSURANCE

The contractor shall save harmless and indemnify the city and its employees against all claims for damage to public or private property and for injuries to persons arising during the progress and because of the work.

- a. Workers' compensation insurance - The contractor, before the execution of the contract, shall file a certification that the contractor carries workers' compensation insurance.
- b. Bodily injury and property damage - The contractor, before execution of the contract, shall file with the city copies of completed certificates, of insurance acceptable to the city naming the city as an insured party. The coverage shall afford protection against damage claims to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owners of premises on or near which construction operations take place.

- c. Bodily injury and property damages other than automobile - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily injury and property damage liability:

Each occurrence: \$1,000,000

Aggregate: \$2,000,000

Such insurance shall include, but not be limited to, coverage for: a) underground damage to facilities due to drilling and excavating with mechanical equipment and b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

- d. Owners' protective liability - Bodily injury and property damage protection shall be extended to the city.
- e. Bodily injury liability and property damage liability automobiles - Unless otherwise specifically required by special provisions in the proposal, the minimum limits of bodily injury liability and property damage liability shall be:

Bodily injury liability:

Each person: \$ 500,000

Each occurrence: \$1,000,000

Property damage liability:

Each occurrence: \$1,000,000

Combined single limit for bodily injury and property damage liability:

Each occurrence: \$2,000,000

- f. Notice - The contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30 days prior written notice to the city. All such insurance must include an endorsement under which the insurer shall agree to notify the city immediately of any reduction by the contractor. The contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until new insurance is in force.
- g. Reports - At the request of the city, the contractor or the contractor's insurance carrier shall report claims received, inspections made, and disposition of claims.

15. PROTECTION OF LAND MONUMENTS AND PROPERTY STAKES

Land monuments or stakes marking property corners shall not be moved or otherwise disturbed except as directed by the city. If any land monuments or lot stakes are moved or disturbed by the contractor, the cost of replacing each land monument or lot stake so moved or disturbed shall be deducted from any money due the contractor, as payment to the city for the cost of replacing said land monument or lot stakes.

16. CONTRACTOR'S RESPONSIBILITY FOR WORK

The contractor shall be responsible for any damages that the work may sustain before its acceptance, and shall rebuild, repair, restore and make good, at its own expense, all injuries and damages to any portion of the work by the action of the elements or from any cause whatsoever before its acceptance. Neither the final payment nor any provision in the contract documents shall relieve the contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and, upon written notice, the contractor shall remove any defects due therefrom and pay for any damaged due to other work resulting therefrom, which shall appear within one year after the date of completion and acceptance.

17. PAYMENT

At monthly intervals commencing after construction has been started, the city will make partial payment to the contractor based on a duly certified estimate prepared by the city of the work done by the contractor during the preceding four-week period. Each estimate will be submitted to the city council for approval on either the first or third Monday of each month. The city will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by this contract.

Before the contractor shall demand final estimates or payment, contractor will furnish to the city, supported by sworn statements, satisfactory evidence that all persons that have supplied labor, materials, or equipment for the work embraced under this contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the city may deem necessary to meet the lawful claims of such persons may be retained by the city from any monies that may be due or become due to the contractor under this contract until such liabilities shall be fully discharged and the evidence thereof be furnished to the city.

18. CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

Besides the payment to be retained by the city under the preceding provisions of these general conditions, the city may withhold a sufficient amount of any payment otherwise due to the contractor to cover a) payments earned or due for just claims for furnish labor or materials on the project under this contract, b) for defective work not remedied and c) for failure of the contractor to make proper payments to subcontractors. The city shall disburse and shall have the right to act as agent for the contractor in disbursing such funds as have been previously withheld pursuant to this paragraph to the party or parties who are entitled to payment from it. The city will pay to the contractor a proper accounting of all such funds disbursed for the contractor.

19. OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the city, after three (3) days' written notice to the contractor and contractor's surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost of it from the payment due the contractor.

20. DEFINITION OF NOTICE

Where in any of the contract documents there is any provision in respect to the giving of notice, such notice shall be deemed given to the owner, when written notice is delivered to the city manager, or placed in the United States mail addressed to the city clerk; as to the contractor, when a written notice shall be delivered to contractor's representative at the project site or by mailing such written notice in the United States mail addressed to the contractor at the place stated in the proposal as the business address; as to the surety on the performance bond, when a written notice is placed in the United States mail addressed to the surety at the surety's home office or to its agent or agents who executed such performance bond on behalf of the surety.

21. SUBCONTRACTS

The contractor shall not subcontract any work in the execution of this contract without the written consent of the city. The contractor shall be responsible for the acts or omissions of any subcontractor and of anyone employed directly or indirectly by such subcontractor.

22. ASSIGNMENT OF CONTRACT

The contractor shall not assign this contract or any part hereof without the written consent of the city. No assignment shall be valid unless it shall contain a provision that any funds to be paid to the assignee under this agreement are subject to a prior lien for services rendered or materials or supplies for the performance of the work specified in the contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

23. MAINTAINING TRAFFIC

The contractor shall provide flares, signs, barricades, traffic regulators, etc., to conform to the current *Michigan Manual of Uniform Traffic Control Devices* or as directed by the city. The contractor shall not close any road or street without the permission of the city. If any street or road is to be closed by the contractor, it shall be the responsibility of the contractor to notify the Owosso fire department when the street will be closed and again when the street is open to traffic. Traffic control devices for any detours deemed necessary by the city shall be provided by the contractor. The cost of maintaining shall be incidental to the cost of the project unless otherwise provided.

24. ORDER OF COMPLETION

The contractor shall submit, whenever requested by the city, a schedule of the work showing completion dates. The city may request that certain portions of the work be done before other portions. If so requested, the contractor shall arrange to schedule to meet the request by the owner.

25. USE OF COMPLETED PORTIONS

The city shall have the right to take possession of and use any completed or partially completed portions of the work; but such taking possession and use shall not be deemed acceptance. Pending final completion and acceptance of the work, all necessary repairs, and adjustments on any section of the work due to defective material, workmanship, natural causes, or other operations of the contractor, other than normal wear and tear, shall be done by and at the expense of the contractor.

26. WATER SUPPLY

The contractor shall secure an adequate water supply for use in construction and for drinking water for his employees. If the city's water is used for the work, the contractor shall make the necessary application and shall pay all costs involved. Connections, piping, and fittings for conveying water shall be furnished and maintained by the contractor. Contractor shall pay for water according to the city's established rates.

27. CLEANUP

The contractor shall keep the project free from waste materials or rubbish caused by its employees or work. This includes as a minimum excess excavation or backfill material, broken or rejected materials, empty containers or general debris. The owner may require complete cleanup of certain areas as construction is completed.

28. SUPERVISION

The contractor shall have a superintendent on the job site to coordinate and expedite the various construction activities for the duration of this contract.

29. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a submitter is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified submitter" defined.

1. The term "lowest qualified submitter," as used in this division, shall mean the lowest submitter having qualifications to perform the work which are satisfactory to the council. The lowest submitter shall be determined based on an adjusted proposal tabulation which shall be prepared in the following manner:
To the proposal of any submitter which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the proposal or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the proposal of any submitter which is a county-based business shall be added an amount equal to three (3) percent of the proposal or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no proposal is received from a city-based business, no additional amount shall be added to the proposal of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business submitter to a non-city-based business or businesses, or by a county-based business submitter to a non-county-based business or businesses, the adjusted proposal shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the proposal from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the submitter hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Proposal by _____
(Name of Firm)

Legal status of submitter. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Submitter _____ Title _____
(Authorized Signature)

Printed name _____

Signature of Submitter _____ Title _____
(Authorized Signature)

Printed name _____

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Submitter acknowledges receipt of the following Addenda:

ADDENDUM NO.	SUBMITTER'S INITIALS
_____	_____
_____	_____
_____	_____

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(s) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council, and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

PROPOSAL NAME

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that the insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, 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 the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- 1. Worker's 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 the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- 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:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.
- 5. Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days' notice for non-payment of premium is required and a Thirty (30) days' notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Proposal Coordinator, 301 W. Main Street, Owosso, Michigan 48867.
- 6. Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required

endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____
