

REQUEST FOR STATEMENT OF QUALIFICATIONS

RIGHT-OF-WAY ACQUISITION/NEGOTIATION SERVICES

Knob Creek Road – CSX Railroad Overpass Project

City of Johnson City, Tennessee



RFQ # 6050

Proposal Due Date/Time:

Monday, August 29, 2016 by 2:00 PM EDT

City of Johnson City

Purchasing Department

209 Water Street (37601) or P. O. Box 2150 (37605)

Johnson City, TN

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**REQUEST FOR QUALIFICATIONS
TO PROVIDE
RIGHT-OF-WAY ACQUISITION NEGOTIATIONS AND
RELOCATION ASSISTANCE SERVICES
TO THE CITY OF JOHNSON CITY**

**KNOB CREEK ROAD – CSX RAILROAD OVERPASS PROJECT
LOCATED NEAR THE INTERSECTION OF KNOB CREEK
ROAD AND WEST MOUNTAINVIEW ROAD
JOHNSON CITY, TN**

I. GENERAL

The City of Johnson City (City), an Equal Opportunity Employer, seeks to retain the services of a consulting firm (Consultant) for the performance of right-of-way acquisition negotiations and relocation assistance and other related services. The City is under contract with the Tennessee Department of Transportation (TDOT) to manage the project locally. Hence, all funds are controlled by TDOT. This project is funded in part by federal funds. All work shall adhere to all applicable Federal and TDOT policies, procedures and regulations. Contract data for the project is as follows:

- State Project Description: Railroad Underpass Replacement, Knob Creek Road, West of Mizpah Hills Drive to Marketplace Boulevard
- State PIN: 102620.00
- State Project No.: 90LPLM-F3-026
- Federal Project No.: DEMO-9107(17)

The Consultant shall assist the City in performing and meeting the requirements for right-of-way acquisition and right-of-way relocation on this project as specified in the TDOT Local Government Guidelines.

This project is a locally managed project funded in part by state and federal funds; all work shall adhere to all applicable Federal and Tennessee Department of Transportation (TDOT) policies, procedures and regulations.

Some of the work to be performed on this roadway project is located with the city limits of Johnson City and some within the limits of Washington County only. All payments to the Consultant will be made by the City.

For paper copies of the RFQ, contact Debbie Dillon, Purchasing Director, City of Johnson City, P.O. Box 2150, Johnson City, TN 37605, Telephone: 423-975-2717 (office) or ddillon@johnsoncitytn.org. It may be downloaded from Johnson City’s website at <http://www.johnsoncitytn.org/purchasing/bids/>.

II. PROJECT DESCRIPTION AND SCOPE

Site Description

The Knob Creek Road Overpass project is located along the Knob Creek Road corridor between Marketplace Boulevard located at the eastern end of the project and Simmons Ridge/Redstone Road located at the western end of the project. Proposed improvements to Knob Creek Road consists of widening the roadway to five lanes, re-routing the roadway in the vicinity of the existing roadway tunnel that passes under the CSX railroad, and constructing a new bridge over the railroad at a nearby location.

The entire project will affect approximately one mile of roadway, disturbing approximately 35 acres of land. See the attached *Site Location Map* (page 15) for the location of the project.

Scope of Work

After the Consultant has been selected and is under contract to the City, one of the first orders of business will be for the Consultant to meet with TDOT to discuss the project itself and the TDOT procedures that the Consultant must follow. This will involve one trip to the TDOT Region 1 Office in Knoxville.

The following is a table describing the scope of work proposed for each tract. For each tract the type of acquisition is described, including those tracts that will require relocation of the owners and how the property is zoned. Some tracts lie within the limits of Washington County and some lie within the city limits of Johnson City. For those tracts described as “Acquisition Only”, this includes fee simple, slope easements, construction easements, and/or drainage easements. Tracts described as “Relocation” and “Moving Expenses” also include some form of acquisition.

Table 1. Scope of Work for Individual Tracts

<u>Tract</u>	<u>Location</u>	<u>Zoning</u>	<u>Type</u>	<u>Occupancy</u>	<u>Notes</u>
1	City	Residential	Acquisition Only	Vacant	
4	County	Residential	Acquisition Only	Owner	
5	County	Residential	Acquisition Only	Rental	

<u>Tract</u>	<u>Location</u>	<u>Zoning</u>	<u>Type</u>	<u>Occupancy</u>	<u>Notes</u>
6	County	Residential	Acquisition Only	Rental	
7	County	Residential	Acquisition Only	Owner	
8	County	Residential	Moving Expenses	Owner	Owner is not living there. Not considered as impaired access.
9	City	Residential	Acquisition Only	Owner	
10	City	Residential	Acquisition Only	Owner	
11	City	Residential	Relocation	Owner	Entire tract fee simple.
12	City	Residential	Relocation	Owner	Entire tract fee simple.
13	City	Residential	Acquisition Only	Owner	
15/ 15A	City	Agricultural	Acquisition Only	Rental	Previous owner, Bud Sell, may still be living there. Owner lives at 1076 Rotherwood Dr., Kingsport, TN
16	City	Residential	Acquisition Only	Owner	
17/ 17A	City	Residential	Acquisition Only	Vacant	
18	City	Residential	Relocation	Owner	Impaired access.
19	County	Agricultural	Acquisition Only	Owner	Access to property is on Fink Drive.
20	County	Commercial	Relocation	Rental	Safe-Way Pest Control, Inc. Entire tract fee simple.
21	County	Industrial	Acquisition Only	Owner	Johnson City Custom Framing
22	City	Residential	Acquisition Only	Vacant	
23	City	Residential	Acquisition Only	Vacant	
24	City	Agricultural	Acquisition Only	Owner	
25	City	Farm	Acquisition Only	Vacant	Property has been master planned for commercial.
26	City	Commercial	Acquisition Only	Owner	
27	City	Religious	Acquisition Only	---	Knob Creek Church of the Brethren
28	City	Commercial	Acquisition Only	Rental	Owners live in Ohio. Catherine's Clothing and East Coast Wings & Grill Restaurant.
29	City	Religious	Acquisition Only	---	Knob Creek Church of the Brethren
30	City	Commercial	Acquisition Only	Vacant	
31	City	Commercial	Acquisition Only	Owner	Wellmont Outpatient Campus in Johnson City

<u>Tract</u>	<u>Location</u>	<u>Zoning</u>	<u>Type</u>	<u>Occupancy</u>	<u>Notes</u>
32	City	Commercial	Acquisition Only	Rental	Shopping center, locally owned.
34	City	Railroad	Acquisition Only	Owner	Construction easement. City must prepare Construction Agreement and have it approved before closing of ROW acquisition.

The following is given as a summary of the above table:

- 12 residential tracts (Tracts 1, 4, 5, 6, 7, 9, 10, 13, 16, 17/17A, 22, and 23) require negotiations to acquire fee simple, slope easements, drainage easements, and/or construction easements. Of these,
 - Two tracts (Tracts 5 and 6) are believed to be rental properties, and
 - Four tracts (Tracts 1, 17/17A, 22, and 23) are believed to be vacant. One of these (Tract 22) is owned by a Christian church.
- Two residential tracts (Tracts 11 and 12) are complete buyouts; assistance with relocation will be required.
- Two residential tracts (Tracts 8 and 18) require negotiations to acquire slope easements and construction easements. The slope will pass through the house on each tract, requiring demolition.
 - For one tract (Tracts 8), it is believed the appraiser will declare the property as not impaired access. It is believed the owner does not presently live there. Therefore, assistance with moving personal belongings is required.
 - For the other tract (Tracts 18), it is believed the appraiser will declare the property as impaired access due to the guardrail proposed for the new roadway. It is believed the owner presently lives there. Therefore, assistance with relocating the owner to a new dwelling is required.
- Five commercial tracts (Tracts 26, 28, 30, 31, and 32) require negotiations to acquire fee simple, slope easements, drainage easements, and/or construction easements. Of these,
 - Two tracts (Tracts 28 and 32) are believed to be rental properties, and
 - One tract (Tract 30) is believed to be vacant.
- One commercial tract (Tract 20) is a complete buyout; assistance with the relocation of a renter will be required.
- One industrial tract (Tract 21) requires negotiations to acquire fee simple, drainage easement, and construction easement.
- Four agricultural/farm tracts (Tracts 15/15A, 19, 24, and 25) require negotiations to acquire fee simple, slope easements, drainage easements, and/or construction easements. Of these,
 - One tract (Tracts 15/15A) is believed to be rental property, and

- One tract (Tract 25) is believed to be vacant.
- Two tracts (Tract 27 and 29) are zoned religious. One tract (Tract 29) is a Christian church and the other tract (Tract 27) is a cemetery owned by the said church.
- One tract (Tract 34) is owned by the railroad and requires negotiations to acquire a construction easement. The City will prepare and complete the Construction Agreement required by the railroad as part of its requirements to grant permission to enter its property during construction.

In addition to the above described work for each tract, Tract 21 has septic field lines located within the footprint of the proposed roadway work along Mountainview Road. The Consultant shall coordinate with the Washington County Health Department to determine if the proposed road construction will warrant the abandonment of the field lines and reconstruction of new field lines. If it has been determined that the existing field lines must be abandoned and that there is insufficient real estate to construct new field lines and reserves, then the City will research alternate means of servicing the tract with a new publically maintained sewer line or declare the tract to be uninhabitable requiring the relocation of the property owners (or renters) and demolition of the structures. The Consultant will then provide relocation services to the property owner.

The Consultant shall provide Utility Adjustment services for other tracts as needed. The Consultant shall discuss privately-owned utilities issues with each property owner and research as necessary. The Consultant shall formulate conceptual plans for any privately-owned utilities issues that might arise and discuss them with the City for input. The City will incorporate plans changes into the ROW/Construction Plans and inform the appraisers to include estimated damages to the owner, if any.

The Consultant shall prepare the *Acquisition Relocation Plan* in accordance with the requirements of the TDOT ROW Office. The Consultant shall respond to all comments issued by TDOT until satisfactorily resolved.

As an aid in visualizing the proposed project, some property owners request drawings of their individual tracts without all of the engineering nomenclature. These drawings will generally show an overlay of the proposed layout over the present layout for that particular tract. The City will provide these drawings and similar types of drawings to the Consultant as requested.

The City will provide all staking of right-of-way acquisition boundaries as requested by the Consultant and/or in response to property owner requests.

Opinions of titles have been made for all tracts and are available to the Consultant.

The City will provide all legal descriptions and exhibits for each tract, and make all revisions to the right-of-way plans, supplying updated plans to the Consultant as needed.

The Consultant will be responsible for keeping records as required by TDOT right-of-way procedures. The Consultant shall submit to the City all records regarding the negotiations process including records of relocation and moving assistance when applicable. The records shall be provided in PDF format, sorted into folders by tract. **Detailed records shall be kept for each instance of communication with property owners, whether email, telephone, written documents hand-delivered or mailed, or verbal forms. All statements of significance shall be recorded,** whether the owner, the negotiator, or other interested party. Standard TDOT forms such as but not limited to the following shall also be submitted to the City:

- Notice of Proposed Acquisition
- Initial Contact
- Right-of-Entry
- Offer to Acquire Real Property
- Agreement of Sale

As soon as the Initial Contact form has been signed by the property owner and the property owner has elected to receive just compensation, the City will order an appraisal to be performed on the property so that the Consultant can make the offer to the property owner on behalf of the City. If the property owner elects to donate his property, then the City will inform the City's attorney to begin the property transfer process.

The City will provide all legal services regarding the acquisition of property and relocation assistance.

The City will hire an appraiser and review appraiser under separate contract.

As a matter of record in anticipation of court cases should they become necessary, the City will photograph and/or video each and every tract prior to the commencement of right-of-way acquisition negotiations, as warranted by the City. However, the Consultant may do the same at their discretion.

Fee and Payment Schedule

Fees for services by the Consultant shall **not** be submitted prior to the selection of the Consultant. After the Consultant is selected, the firm will be asked to submit a proposed fee schedule for each one of the following areas of work:

Fees for Meetings – the Consultant shall budget for one meeting with TDOT in Knoxville. The amount quoted shall be made on a per meeting basis; this amount shall be paid for any subsequent TDOT meetings that may arise.

Consultant costs for meetings with City personnel shall be included in the costs of other items.

Fees for Property Owner Negotiations – the work on the various tracts for this project have been categorized into six different types of work, as follows:

Category 1 Tract: Fees to negotiate with owners of residential, agricultural, and farm tracts. This category of scope of work is limited to negotiating the acquisition of portions of a tract in fee simple, slope easements, drainage easements, and/or construction easements only.

Category 2 Tract: Fees to negotiate with owners of residential, agricultural, and farm tracts that include *relocation assistance* for either the property owner or renter (lessee), as applicable. This category of scope of work will also include the negotiations for acquiring either the entire parcel or for acquiring only portions of a tract in fee simple, slope easements, drainage easements, and/or construction easements, as applicable.

Category 3 Tract: Fees to negotiate with owners of residential, agricultural, and farm tracts that include assistance with *moving expenses* for either the property owner or renter (lessee), as applicable. These types of tracts will also include the negotiations for acquiring either the entire parcel or it may include only portions of a tract in fee simple, slope easements, drainage easements, and/or construction easements.

Category 4 Tract: Fees to negotiate with owners of commercial, industrial, and religious organization tracts. This category of scope of work is limited to negotiating the acquisition of portions of a tract in fee simple, slope easements, drainage easements, and/or construction easements only.

Category 5 Tract: Fees to negotiate with owners of commercial, industrial, and religious organization tracts that include *relocation assistance* for either the property owner or renter (lessee), as applicable. This category of scope of work will also include the negotiations for acquiring either the entire parcel or for acquiring only portions of a tract in fee simple, slope easements, drainage easements, and/or construction easements, as applicable.

Category 6 Tract: Fees to negotiate with the railroad company to secure a construction easement.

For each one of the tracts of Table 1, the successful Consultant will assign a proposed fee for property owner negotiations based on the above schedule of six categories of scopes of work.

Payment will be made to the Consultant on a per tract basis, based on the actual work performed on that tract, in accordance with the above fee schedule for the six categories of scopes of work. Payment for a particular tract will not be made until all right-of-way negotiations for that tract have been concluded.

Fees for the six different scopes of work will not be adjusted regardless of the final disposition of negotiations with the property owner, viz., whether the offer is accepted or

rejected and condemnation proceedings follow, or whether the property owner chooses to donate their property or receive just compensation, or whether right-of-way plans are changed in order to come to a satisfactory agreement with the property owner or not. No differentiation will be made for the size of the offer or the size of the acquisition or for the type of property acquired. The only variation in fees will be in accordance with the six categories listed above.

Fee for Acquisition Relocation Plan – this work will be paid to the Consultant upon approval of the *Plan* by TDOT.

Fee for Tracts Requiring Utilities Adjustment – this will be paid on a per tract basis and includes all types of utility adjustments that may become necessary on any tract.

The Consultant will also provide an estimated total fee for the project, based on the fee schedule described above.

Communication and Project Engineer

The Consultant shall communicate through and coordinate with the assigned city Project Engineer. The city Project Engineer will be assigned by the Public Works Director. The city Project Engineer will be responsible for introducing the Consultant to contacts in other applicable departments of the City.

The Consultant shall communicate directly with the City only; the City will communicate with the TDOT on all issues regarding right-of-way acquisition and relocation assistance.

III. CONTENT AND SUBMITTAL OF PROPOSAL

General

Interested consulting firms must submit a proposal to the City in compliance with this RFQ.

The consulting firm shall be on TDOT's pre-qualified list. The consulting firm shall be qualified to perform right-of-way acquisition negotiations and right-of-way relocation assistance.

No Subcontractors or Subconsultants are allowed to do the work.

Prequalification procedures, example DOT-CS-100 Form, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be found at the following internet address: <http://www.tn.gov/tdot/topic/consultantinfo>. Interested firms without internet access may obtain this information by calling Brandon Pachol, 423-232-1967, at the Public Works Department – Engineering Division Office.

Firms interested in prequalifying with the Department of Transportation should visit the TDOT website at <http://www.tn.gov/tdot/article/consultantinfo-forms> and submit appropriate prequalification forms as directed by TDOT.

Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by the City of Johnson City. For information on DBE certification, please contact Mr. Ross Webb, Contract Compliance Officer, Regions 1 and 2 at (615) 253-1067 or Ross.H.Webb@tn.gov. Details and instructions for DBE certification can be found at the following website: <http://www.tn.gov/tdot/topic/transportation-construction-civil-rights>.

Documentation of Qualifications

Except for the financial statement contained on page 4 and the information concerning appraisal experience contained on pages 7 and 8 of TDOT Form DOT-CS-100, the Proposer must submit TDOT Form DOT-CS-100 in its entirety. That is, the following pages of TDOT Form DOT-CS-100 must be submitted:

- Consulting firm vitae, i.e., firm name, address, etc. (pages 1 and 2),
- Ownership and Employment Data (page 3)
- Projects During the Last Three Years for Which Your Firm Performed Right of Way Activities (page 5, including additional page 5's)
- Personal History Statement of Staff to Perform Right of Way Acquisition/Relocation Activities (page 6, including additional page 6's)

Proposals should include information on completed projects similar to Johnson City's ROW negotiations project. For at least three of the referenced projects, provide the following additional information:

1. A description of how the scale of Johnson City's project compares with the referenced client's project,
2. The previous client's initial agreed upon services fee,
3. The final fee if the client agreed to an increase in the services fee. Provide information for why the increased fee was needed.
4. State if the services were provided within the agreed upon deadline, and
5. The length of an extension of time, if an extension was granted.

Providing the fees for previous project experiences will not be used to select the Consultant based on expected costs to the City. Instead, these values will be used to evaluate the firm's ability to meet project budgets.

Be sure to include a valid email address for the firm's contact person.

Consultant's Existing Work Load

List current projects that the team members are assigned to, and provide approximate dates that those projects will be completed.

Schedule for the Project

Outline the sequence of activities, including time frames, and a description of each activity.

Content and Organization of Submittals

Each **Statement of Qualifications** submittal shall be organized as follows. This list of required documents should be used by the Proposer as a checklist. All items listed on the following checklist shall be submitted with the proposal. If all items are not submitted, then the Proposer shall be considered as non-responsive and will not be given any consideration in the selection process.

1. Letter of Interest

A letter of interest signed by a principal of your firm with a statement as to the availability of the firm to provide the services requested above, assurance of firm's insurance coverage and demonstration of authority to perform requested services within the City of Johnson City should be submitted. Proposals must include a statement as to the period during which the proposal remains valid, but not less than ninety (90) days. This letter shall also include a brief history of the firm.

2. Applicable Pages from TDOT Form DOT-CS-100, as explained under the *Submittal* section of Section III.

3. Additional Materials

- a. Five additional data items concerning the firms project experience, as described under the *Submittal* section of Section III,
- b. Consultant's existing workload, and
- c. Consultant's schedule for the project.

4. Execution of Applicable Proposal Forms

Each Proposer shall complete and execute the contract documents included in this solicitation. Responses must be signed by an official authorized to bind the Proposer to its provisions. Unsigned offers will not be considered. All of the following documents shall be executed and included with the proposal:

- A. Proposal Agreement;
- B. Requirements for Bids, Requests for Proposals, and Contracts Between The City of Johnson City and Other Parties;

- C. Acknowledgement of Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties;
- D. General Contract Form;
- E. Insurance Checklist;
- F. Drug-Free Workplace Requirements; and
- G. Drug-Free Workplace Affidavit.

5. Addenda.

Any addenda issued prior to the proposal opening date and time shall be submitted with the proposal. All addenda shall be signed as received before inserting it into the proposal package.

Brochures, project photos and other illustrative information may be submitted as an appendix to your response. Provide any additional information which may be of value during the selection process.

Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all known Proposers. No oral interpretations or communication will affect or change in any way the information contained herein.

It is the Proposer's responsibility to assure receipt of all addenda. All Proposers should contact the City prior to submitting a response to ascertain whether any addenda have been issued.

Any addenda issued will be immediately posted on the City's website, <http://www.johnsoncitytn.org/purchasing/bids/>.

No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended.

An addendum to extend the proposal due date and time may be issued at any time if deemed warranted by the City.

Submittal Process

Proposers must submit a complete response to this RFQ using the procedures described below. The proposal package shall contain one (1) original (designated as such) and two (2) additional copies. These documents shall be enclosed in a sealed envelope plainly identified in the upper left hand corner with the proposer's name and address, and in the lower left hand corner with "**RFQ #6050 – ROW Acquisition and Relocation Assistance Services**".

Statements of Qualifications shall be received by the Director of Purchasing, P. O. Box 2150 (37605) or 209 Water Street (37601), Johnson City, TN on or before **Monday, August 29, 2016 by 2:00 PM EDT**

It is the responsibility of the proposer to ensure that the proposal is received by the specified time.

Responses shall be either hand-delivered or mailed to the above address. Telephone, facsimile, email, or other forms of electronic submittal will not be accepted.

Late submittals will not be considered and will not be opened.

A list of respondents will be available the following business day.

The contents of any proposal received shall be the contractual obligation of the Proposer unless modified by mutual consent of the Proposer and the City. Failure of the successful Proposer to accept these obligations may result in cancellation of the award.

The City will not pay any costs associated with the preparation or submission of qualifications and/or presentations and/or interviews.

Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Tennessee Statutes.

Inquiries Prior to Submittal

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

All questions or requests for clarifications regarding submittals shall be directed to Debbie Dillon, City of Johnson City Purchasing Department at (423) 975-2717 or Brandon Pachol at (423) 232-1967 or email at bpachol@johnsoncitytn.org.

IV. SELECTION PROCESS

Evaluation and Negotiations

Consideration will be given to the firms that demonstrate they possess the skills and ability, experience, availability of appropriate manpower, and history of providing prompt service. All judgments as to skill, experience, availability of appropriate staff, and record of on-time delivery will be made in the sole judgment of the City.

The City's review committee will evaluate the **Statement of Qualifications** considering the following factors as they pertain to this project:

- The consultant's ability and expertise for each discipline on the project,
- Past experience with TDOT and other local clients,
- Demonstrated ability to meet schedules and perform the work efficiently without compromising sound right-of-way acquisition practices and principals,
- Evaluations on prior TDOT projects, if available,
- Current workload with TDOT and others,
- Familiarity and demonstrated experience with the Tennessee Department of Transportation's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects, and
- Current and previous experience on City of Johnson City projects.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin.

All respondents must initially represent themselves solely by their written submittal. The responses will be reviewed by a selection committee, and based upon the selection committee's findings, the finalists may be requested to provide additional information and/or appear before the committee.

Project fee negotiations will commence after the selection process with the selected Proposer has been completed. The City may utilize any process it deems in its best interest to arrive at a project contract with the selected Consultant. The City may negotiate separately with any source in any manner necessary to arrive at an agreement with any Proposer that is in the best interest of the City.

On a project of this size, the City may award the contract for services to two separate firms. Thus, the number of tracts to negotiate right-of-way acquisition and relocation assistance will be split between two firms. Dividing of the tracts between two firms will be decided during the selection process, based on how well the proposers meet the evaluation factors stipulated above, and other factors as the City deems necessary.

Rights and Options of the City of Johnson City

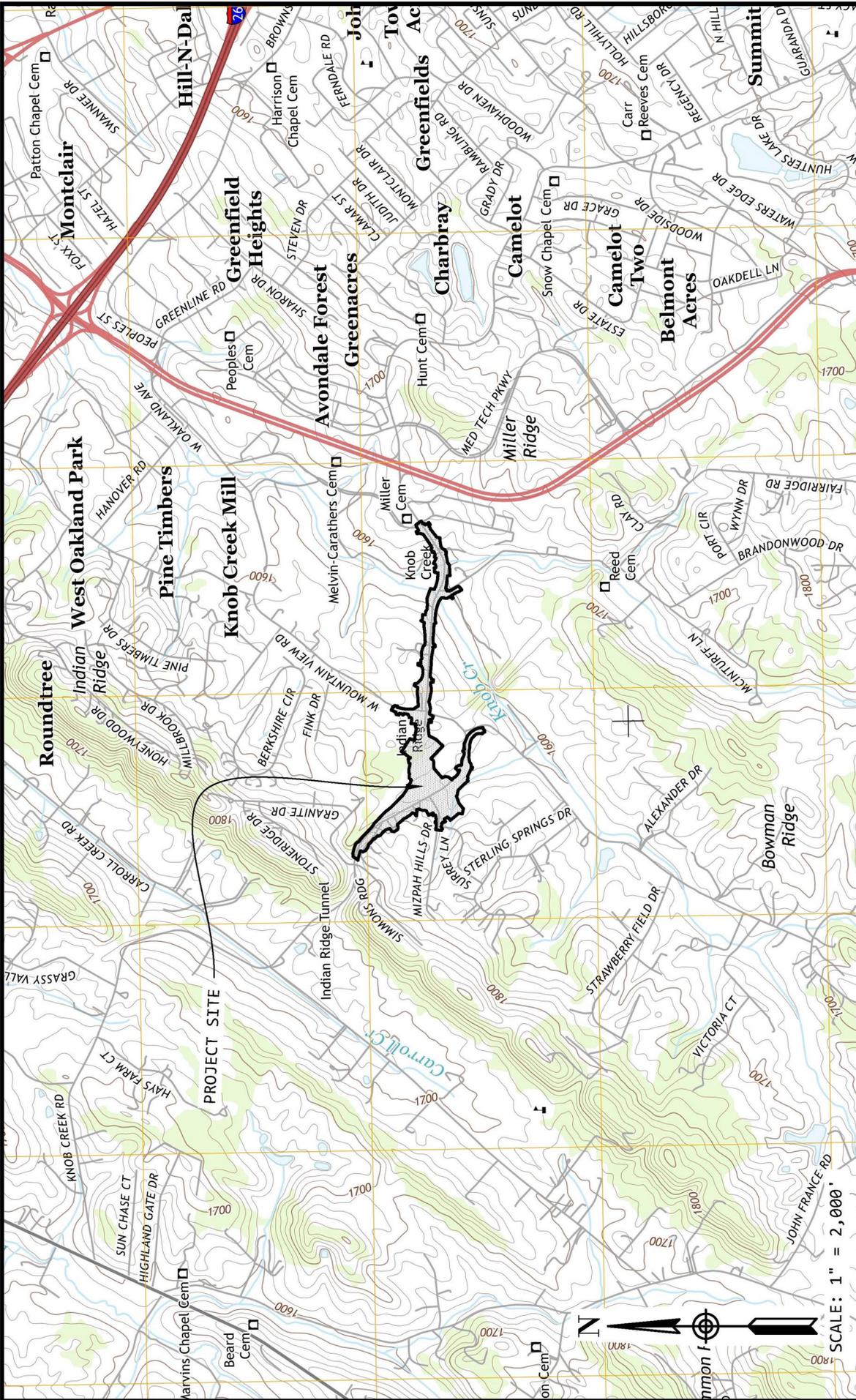
The City reserves the following rights and options:

- Reject any or all proposals for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this RFQ.
- Cancel this RFQ with or without the issuance of another RFQ.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

Withdrawal

Proposals may be withdrawn upon written request received from Proposers prior to the time fixed for opening. As a courtesy to the City of Johnson City and to assure a long term business relationship with the City, the Proposer is asked to submit to the City a *Statement of Solicitation Decline* form contained herein if the Proposer elects to withdrawal from the RFQ/proposal process.

V. LOCATION MAP



SHEET
1

**Knob Creek Road
CSX Railroad Overpass**

CITY OF JOHNSON CITY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



VI. PROPOSAL AGREEMENT

In compliance with the Request for Qualifications, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Qualifications be accepted, that they will function as an independent contractor and agrees to indemnify and hold harmless The City of Johnson City, its Board Members, employees, officers, and agents from any and all claims or demands that may arise out of or relate to its duties contracted for pursuant to goods and/or service.

Name of Firm

Address

City State Zip

Authorized Representative / Signature

Phone Fax Number

E-Mail Address

Date

COMPLETE AND SUBMIT WITH BID/PROPOSAL

VII. REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS BETWEEN THE CITY OF JOHNSON CITY AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems

necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion with or without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.
13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.
21. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

January 6, 2016

RETURN WITH BID PACKAGE



**VIII. ACKNOWLEDGEMENT OF REQUIREMENTS FOR BIDS,
REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY AND OTHER
PARTIES**

Name of Project:

Bid Number:

Name of Bidder:

The Undersigned hereby acknowledges that the Bidder has carefully reviewed the Requirements For Bids, Requests for Proposals, and Contracts between the City of Johnson City and Other Parties, and understands that this document is considered part of the Contract Documents and all Bids shall be conditioned by the document.

**Name of & Title of Signer
(Print or Type):**

Signature:

Date:

COMPLETE AND RETURN WITH BID PACKAGE



IX. SEALED SOLICITATION GENERAL TERMS AND CONDITIONS (Read Carefully)

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's/rfq', to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

2. ADDENDA

Addendum's will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge any or all addenda's issued for a solicitation. No addenda will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Select "awarded/opened solicitations".

6. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

10. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

11. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

12. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

13. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

14. EVALUATION

Bids/RFP's/RFQ's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

15. EXAMINATION OF BIDS/RFP'S/RFQ'S

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFP'S/RFQ'S. All solicitations are closed for review and inspection during the evaluation period, prior to award.

16. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

17. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

18. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

19. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

20. IRAN DIVESTMENT ACT OF 2014

Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it

may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here: https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf

21. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

22. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

23. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

24. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

25. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

27. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes.

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City or Cash) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum. ,

31. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

32. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

34. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

35. SUBMITTAL OF SEALED BIDS/RFP'S/RFQ'S

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsol/>. **Paper bids shall be sealed in an envelope and may be required to include one (1) electronic (CD or flashdrive) copy of the entire submittal. The electronic version shall be an exact duplicate of the original, and the electronic version will become the official document.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

36. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

37. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

38. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

August 1, 2016

X. GENERAL CONTRACT FORM

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the **Insurance Checklist that identify specific requirements for the bid or project.**

INSURANCE

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term “Contract” as used in this section shall mean the Agreement covering the work that is entered into between the City of Johnson City, Tennessee and the Contractor.

1. General Insurance Requirements:

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Director of Purchasing of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City’s request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 **The City of Johnson City (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker’s Compensation, Automobile Liability, and Professional Liability and the Certificate of Insurance or the certified policy, if requested, must so state.** Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term “City” applies to all policies issued under the contract:

“The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary

board, committee, or authority, including but not limited to the Johnson City Public School System.”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Johnson City, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly

employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor can not meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

2. Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;

- iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.
- Professional Liability/Miscellaneous Errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, in the amount shown in the Checklist.
 - **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.
 - **Worker's Compensation** – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

3. Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of three years for Professional Liability; two years for CGL and other Liability, after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum three years for Professional Liability; two years for CGL and other Liability) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

4. Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

5. Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

6. Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.

XI. INSURANCE CHECKLIST
(R-O-W Acquisition Services)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O / Professional Liability \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailee's Insurance \$ _____
- 17. Moving and Rigging Floater Endorsement to CGL
- 18. Dishonesty Bond \$ _____
- 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- 20. XCU Coverage Endorsement to CGL
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)
- 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

- Is Professional Liability excluded under General Liability? Yes _____ No _____
- Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____
- Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: _____

Bid or Project Name: _____

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.

XII. DRUG-FREE WORKPLACE

All vendors with five (5) or more employees must execute the attached Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with response. Failure to comply with this requirement will declare that submittal non-responsive.

City of Johnson City, Policy HR-131

SECTION I—PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or proposers of service to the City must have a testing program of the same or better than the requirements of the City of Johnson City.

SUBMIT WITH BID/PROPOSAL

XIII. DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

I, _____ being duly sworn, depose, and say that:

1) I am a principal officer of _____; the firm that has submitted the attached or enclosed bid or proposal, my title being _____ of the firm; and

2) I have personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

3) I certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tennessee Code Annotated §§ 50-9-113 have been met and implemented.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 20____

Signature

Title

My commission expires: _____

SUBMIT WITH BID/PROPOSAL



XIV. STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, P.O. Box 2150, Johnson City, TN 37605 or email or via fax: purchasing@johnsoncitytn.org; 423-975-2712.

We value your feedback and ask that you complete the following::

Solicitation No. # _____
Solicitation Name: _____

We, the undersigned, decline to respond on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from vendor list.
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet the bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City’s solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____