

# REQUEST FOR LETTER OF INTEREST, QUALIFICATIONS AND MANAGEMENT PLAN

**ITS CEI RFQ # 5666**



City of Johnson City, Tennessee

**Proposal due:  
December 17, 2012 by 10:00 AM EST**

City of Johnson City  
Purchasing Department  
209 Water Street (37601)  
P. O. Box 2150 (37605)  
Johnson City, TN

## *REQUEST FOR LETTER OF INTEREST, QUALIFICATIONS & MANAGEMENT PLAN*

### **GENERAL**

The City of Johnson City, Tennessee is an Equal Opportunity Employer. To assist the City of Johnson City in managing an Intelligent Transportation Systems (ITS) construction project, the City seeks to retain the services of professional consultant engineering firms to provide Consultant Engineering and Inspection (CEI) services related to construction of an ITS project which will be funded by a combination of federal, state and local funds. The project shall be accomplished in accordance with the project plans and all federal and state laws, rules and regulations that pertain to the project and the process. CEI firms must be on TDOT's pre-approved list for CEI and ITS and must have unlimited status. The RFQ and scope of services are posted on Johnson City's website at <http://www.johnsoncitytn.org/purchasing/bids/>. The CEI firms must submit a letter of interest and include qualifications and experience at successfully providing CEI services on similar projects, and a management plan to provide the CEI services. The submittal shall specify how any sub-consultants will be used and include their qualifications.

The previous information must be submitted to the **Purchasing Director, Purchasing Department, 209 Water Street, Johnson City, Tennessee, 37601** in a sealed envelope. All letters of interest and qualifications must be received in the Purchasing Director's Office on or before **10:00 a.m. on Monday, December 17, 2012**.

The City will evaluate the letters of interest, qualifications, and management plan considering the following factors as they pertain to this project:

- The consultant's ability and expertise on the project.
- Past ITS CEI experience with TDOT and other clients.
- The consultant's staff qualifications and availability.
- Demonstrated ability to meet schedules and perform the work efficiently without compromising sound engineering practices.
- Evaluations on prior TDOT projects, if available
- Current workload with TDOT and others

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. 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 at (615)741-3681 or [Ross.H.Webb@state.tn.us](mailto:Ross.H.Webb@state.tn.us). Details and instructions for DBE certification can be found at the following website: <http://www.tdot.state.tn.us/civil-rights/smallbusiness/>.

The scope of work and responsibilities of the CEI are defined in the latest revision of the TDOT Proposed Scope of Work for CEI, and can be obtained at <http://www.tdot.state.tn.us/local/documents/ceiscope.pdf>.

For paper copies of the scope of work, contact Debbie Dillon, Purchasing Director, City of Johnson City, P.O. Box 2150, Johnson City, TN 37605, Telephone: 423-975-2716 (office) or [ddillon@johnsoncitytn.org](mailto:ddillon@johnsoncitytn.org). It may be downloaded from Johnson City's website at <http://www.johnsoncitytn.org/purchasing/bids/>.

Prequalification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT's standard procurement policy, and additional information can be

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found at this internet address [www.tdot.state.tn.us/consultantinfo.htm](http://www.tdot.state.tn.us/consultantinfo.htm). Interested firms without internet access may obtain this information by calling Anthony Todd, 423-975-2733, at the Public Works Department – Traffic Division Office.

**RFQ SUBMITTALS**

Proposers must submit a complete response to this RFQ using the format provided below. RFQ package shall contain one (1) original (designated as such) and must be submitted with three (3) additional copies to the City (total of four (4) copies).

Responses must be signed by an official authorized to bind the Proposer to its provisions. Unsigned offers will not be considered. Proposals must include a statement as to the period during which the proposal remains valid, but not less than ninety (90) days.

Three (3) copies and one (1) original of the proposal 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 # 5666 – ITS CEI". 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 10:00 a.m., Monday, December 17, 2012.

A list of respondents will be available the following business day. Responses may be delivered or mailed to the above address. It is the responsibility of the proposer to ensure that the RFQ is received by the specified time.

Late submittals will not be considered and will not be opened. Telephone or facsimile offers will not be accepted.

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 reserves the right to reject any and all responses for any reason and to waive informalities, irregularities, and technicalities in the RFQ process.

The City may negotiate with a Proposer that the City selects through the selection process.

Conditions and requirements noted in the document "General Terms and Conditions" shall apply.

**CONTACT**

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 Anthony Todd at 423-975-2733 or email at [anthonytodd@johnsoncitytn.org](mailto:anthonytodd@johnsoncitytn.org).

## **SUBMITTAL OF QUALIFICATIONS**

### 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 CEI services noted in the Scope of Work, assurance of firm's insurance coverage and demonstration of authority to perform requested services within the City of Johnson City should be submitted. This letter shall also include a brief history of the firm.

### 2. Execution of Applicable Proposal Forms

Each Proposer shall complete and execute the following documents which are included in this solicitation, including:

- A. Insurance Checklist – ITS CEI;
- B. General Contract Form;
- C. Non-Collusion Affidavit; and
- D. Drug-Free Workplace Affidavit.

### 3. Experience of Individuals

Provide resumes of key personnel to be assigned to this project. If partnering with other firm(s) is proposed, please identify project team members and roles for all participants. The City acknowledges that personnel changes and partnering opportunities may change over the duration of this project.

### 4. Experience of Firm

In this section the Proposer will provide a narrative statement of qualifications and experience with respect to this project.

- A. The Proposer will provide at least three (3) references. The references should contain the name of the organization for which the services were provided, a brief description of those services, dollar amount of the contract, and a name and address of a contact person.
- B. Projects used as reference shall have been completed within the last 7 years.

Proposal response shall address each of the above qualifications criteria and should be prepared in a complete, concise manner. 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.

## **SELECTION PROCESS**

The City reserves the right to reject any or all request for qualifications for providing services. Consideration will be given to the firm which demonstrate(s) that it possesses the skills, experience, availability of appropriate manpower, and ability and track record 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. Project contract negotiations will commence after the selection process with the

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selected Proposer. The City may utilize any process it deems in its best interest to arrive at a project contract with the selected consultant.

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

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.

### **ADDENDA**

In the event it becomes necessary to revise any part of this RFP, 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 Proposer's should contact the City prior to submitting a response to ascertain whether any addenda have been issued.

### **WITHDRAWAL**

Proposals may be withdrawn on written request received from Proposers prior to the time fixed for opening.

### **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.

### **ACCURACY OF PROPOSAL INFORMATION/NON-COLLUSION AFFIDAVIT**

Proposers who submit in their proposal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration. All proposers shall fully execute the attached document entitled "Non-Collusion Affidavit."

### **NEGOTIATIONS**

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.

### **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 RFP.
- Cancel this RFP with or without the submission of another RFP.
- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

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**INSURANCE**

The attached Insurance Checklist – ITS CEI (including a section for both the Insurance Agent and Proposer to fill out) and General Contract Form must be completed and returned with the RFQ package. Successful Proposer shall provide insurance certificate, as specified, prior to entering into an agreement and must keep all coverage's current during length of contract.

**DEFAULT**

In case of Proposer default, the City may, by written notice, cancel the agreement. All costs associated with default will be borne by the Proposer.

**LICENSES, FEES, PERMITS**

The Proposer is responsible for furnishing the proper licenses, fees, permits required by law to do business in the City of Johnson City in completion of the requirements stated herein.

**REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS**

This RFQ and any response to it also includes the City's Requirements for Bids, Requests for Proposals, and Contracts, etc." attached hereto and set forth herein as if verbatim.

**CONTRACT AWARD**

Contract award in the form of an agreement, if made, shall be to the most responsible proposer (s) who offer(s) the most responsive proposal. The City reserves the right to choose the proposal(s) that is in its best interest.

**ACCEPTANCE OF PROPOSAL CONTENT**

Proposals are to be valid for a minimum period of ninety (90) days from date of receipt by the City.

The contents of any proposal received shall become contractual obligations upon the execution of a contract by authorized representatives of both the City and the Proposer. Failure of the successful consultant to accept these obligations may result in cancellation of the award.

## **SCOPE**

The following proposed Scope of Services is for the Construction Inspection and Engineering (CEI) of the City of Johnson City's ITS project (PIN # 041039.00, State Project # 90952-1642-54). This scope includes the general description, proposed tasks and special technical requirements needed to complete the implementation of the project.

### **General Description**

The City of Johnson City phase I ITS project is a two part project. The first section is the upgrade / build-out of the current Traffic Management Center (TMC) located at the City's traffic engineering building on Water Street. This plan set includes the construction of the TMC with equipment room, video wall and operator consoles as well as office modifications.

The second plan set includes the installations of ITS field equipment throughout the City and the upgrade to the current communications system. This construction includes the installation of approximately 16 miles of fiber optic cable, traffic surveillance cameras (CCTV) mounted on existing traffic signal poles, CCTVs mounted on newly installed 50' poles, pavement sensors, stream gauges and weather stations. The new fiber optic cable will be installed overhead, in conduit and in existing City owned conduit replacing the current copper communication infrastructure.

### **CEI TASKS**

#### **Project Management and Coordination**

The CEI manager will provide project management for the construction engineering services. This task includes the following:

- Develop/Update Project Schedule
- Develop/Update Work Plan
- Kick-off Meetings
- Monthly Coordination Meetings
- Weekly Team Project Meetings
- Project Coordination
- Progress Reports
- Prepare Monthly Invoices

#### **Construction, Engineering and Inspection**

The CEI manager will perform construction, engineering and inspection (CEI) services for the project once the construction of the fiber network with field equipment and/or the construction of the TMC begins. The specific responsibilities of the CEI Consultant are summarized in the list below. Detailed explanations of these responsibilities are set forth in the TDOT document entitled TDOT Proposed Scope of Work - CEI dated 7/9/03. References in this document to TDOT personnel shall be interpreted to apply to the corresponding City of Johnson City staff or official unless the context clearly indicates otherwise. The summary list of responsibilities as CEI Consultant is as follows:

## *SCOPE OF WORK FOR CEI - JOHNSON CITY ITS PROJECT*

- Erosion Control and Pre-Construction Conferences
- Hold Weekly Meetings
- Project Administration
- Provide Construction Inspection
- Supplemental Agreements/Construction Change, Force Account, VECP
- Shop Drawings Review
- Quality Assurance, Testing for Acceptance, and Training
- Progress Payments
- Revisions to the Contract Plans
- Distribution of Correspondence
- Observation of Work
- Contractor's Payrolls, Employee Interviews and Contract Compliance
- Reports
- Final Records
- Project Claims
- Keep City abreast weekly of planned activities so they can keep public informed.
- Meet with TDOT representatives for their regular Local Program Project audits.
- Furnish punch list to contractor to final project keeping the City informed of the status.

Office design support of construction will be provided in addition to field observation services and detailed reporting of construction services throughout the construction period.

### **Deliverables**

- Meeting Minutes
- Documents Related to Payroll, Quantities
- Daily Journal of Inspector
- Final Project Records
- Other Specific Reports and Records Required by the TDOT Process

### **Technical Requirements**

This CEI contract will also require Technical observation for the above mentioned project. Below is a list of tasks that will also be required to be observed and inspected by technical CEI expertise.

- TMC Upgrade / Build out
- Communications Network Infrastructure
- Fiber Optic Field Installation
- Traffic Signal System Upgrade and integration of the system

### **TMC Build Out**

The City of Johnson City's TMC Build Out will include:

- Construction of an equipment room for the systems communication equipment,
- Constructing a video wall for monitoring the City's traffic system.
- Modification of current offices
- The Installation of consoles for TMC operators

**SCOPE OF WORK FOR CEI - JOHNSON CITY ITS PROJECT**

- The upgrade of the HVAC system
- The upgrade of the lighting and electrical service
- The installation of a backup generator and UPS system
- Provide a monitoring system for the Street Division

As part of this project the Electrical and HVAC systems will be upgraded to provide the City's IT department a backup location for storage of the City's data files.

**Communications Network Infrastructure**

The current traffic signal communication system will be replaced with an internet protocol- base (IP) communication system connecting 83% of the traffic signals to the system and the TMC. This system will also communicate with other field equipment including CCTVs, weather stations, pavement sensors and Stream Gauges. The system will allow for communication redundancy, meaning that when a communication link is broken, alternate communication routes are found by the system automatically and communication restored making the system more reliable.

**Fiber Optic Field Installation**

The existing copper communication infrastructure will be replaced with a new fiber Optic cable network allowing for greater bandwidth and flexibility of the system. The installation of the fiber optic cable utilizes existing infrastructure which has been field evaluated during the design phase of this effort. The copper will be replaced with the fiber along State of Franklin Road, North and South Roan Street, Oakland Avenue, Market Street, John Exum Parkway and University Parkway.

The existing City conduit will need to be modified in certain areas due to the special bend radius requirement for fiber optic cable. With the City using this existing conduit, pull boxes and entry points into existing traffic signal cabinets will need to be replaced and/or modified to meet these fiber optic bend radius requirement.

**Traffic Signal System Upgrade and Integration of the System**

The Traffic signal system software will be upgraded to operate with the new communications network platform. The software upgrade is needed to enhance the monitoring of the current traffic signal system and the new ITS equipment. This system will also allow for future expansion of the system to meet the needs of Johnson City in the future.

**PERIOD OF SERVICE**

Work should begin immediately upon receipt of an executed agreement. A schedule for work will be negotiated between the CEI group and the City of Johnson City following execution of the Agreement. An estimated time frame for construction of each project is listed below and given below for planning purposes.

<b>Construction</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>	<b>Duration</b>
TMC Construction	1/24/2013	6/28/2013	5 months
ITS Field Construction	1/24/2013	5/25/2014	16 months

**NON-COLLUSION AFFIDAVIT**

The agent signing this proposal document, representing all officers, partners, owners, representatives, employees or interested parties of the proposing firm, hereby certifies to the best of his/her knowledge and belief that this 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 proposal have been arrived at independently and have not been communicated by the undersigned, 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 RFQ. 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 RFQ.

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Authorized Signature, Title Date

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Printed Name

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Company Name

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Mailing Address

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Telephone No. Facsimile No.

**Complete and return with RFQ package**

# INSURANCE CHECKLIST

(ITS - CEI)

## 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 ..... \$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; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605.)
- 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: \_\_\_\_\_

RFQ Number: # 5666

Proposal or Project Name: **Construction Management Services**

**This form and the General Contract Form must be signed and returned with the RFQ package. The Certificate of Insurance must be provided to Purchasing prior to contract award.**

# 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.

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## 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 and Automobile 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.
- **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 two years 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 two years) 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.**

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 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 without cause. In the event the City terminates 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 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.

October 5, 2009



## STATEMENT OF NO RESPONSE City of Johnson City, Tennessee

**NOTE:** If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

Complete the following:

Bid/RFP No. \_\_\_\_\_

Bid/RFP 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 the vendor list

\_\_\_\_\_ Our schedule will not permit us to perform in a timely manner

\_\_\_\_\_ We are unable to meet 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 bid list for this commodity or service.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_