

REQUEST FOR PROPOSALS
DOWNTOWN PARKING AND CIRCULATION STUDY



City of Johnson City, Tennessee

RFP# 6765

Proposal due date/time

June 19, 2024

2PM ET

City of Johnson City
Purchasing Department
209 Water Street
Johnson City, TN 37601
423-975-2715

RFP# 6765 – Downtown Parking and Circulation Study

Project Summary:

The City of Johnson City is soliciting responses from qualified firms to complete a Downtown Parking and Circulation Study. The plan will serve as a guiding document for City staff, officials, and partner organizations as they make decisions for the future of parking within the downtown district. The purpose of this study is to inventory existing parking and circulation and its utilization, identify needs and opportunities, and recommend strategies to address both real and perceived parking concerns. The Downtown Parking and Circulation study should serve as a data-driven and community-informed vision providing a holistic, long-term parking and transportation infrastructure guide for the city's downtown area.

The selected consultant team will identify and assess current conditions, identify future parking needs within the study area based on current land use and development trends, and formulate strategies and recommendations necessary to guide appropriate parking development. The team will lead the planning process and provide project deliverables with oversight from City staff.

The study will require high-level professional services, including research and analysis of parking and circulation trends and implications; market analysis; mapping; creative methods of public engagement and community visioning; development of recommendations for successful plan implementation; and document preparation.

All work shall be completed in accordance with applicable City standards and within the agreed-upon timeline, with plan delivery expected 9-15 months from commencement of the project.

Community Description

Johnson City, nestled in the foothills of the scenic Appalachian Mountains, is a city with a population exceeding 72,000. Consisting of 43 square miles, with portions in three counties, the city serves as the largest municipality of a metro area with a population of nearly 200,000. As the eighth largest city in Tennessee, this thriving community is one of the most highly desired locations in the greater East Tennessee region.

Johnson City has a historic downtown that is an asset to the community. As a member of the Tennessee Main Street Program, Downtown Johnson City is home to multiple parks, places to live, numerous events, and lively local businesses where people can work, eat, drink, and shop. A cornerstone of the community, downtown Johnson City is rich with history and culture.

Johnson City, with its small-town living combined with an urban feel, continues to grow and is facing unprecedented development pressure. As downtown gains popularity, parking is becoming a limitation to visitors. The City of Johnson City is looking for strategies and recommendations to manage parking and traffic circulation in the downtown area. The study will

The City of Johnson City wants to learn more about how parking in the Downtown area is currently being utilized and how pedestrians and vehicles circulate through downtown. The City aims to support downtown businesses and residents through safe and adequate parking and circulation with the goal of promoting infill and mixed-use development in the downtown while enhancing a pedestrian-friendly, walkable urban core.

The Downtown Parking and Circulation study will be a comprehensive analysis of parking and circulation within the downtown area (Figure 1) and recommend strategies to alleviate current and future deficits, both real and perceived. The downtown area covers approximately 400 acres which is a little over 6.2 square miles.

[illegible]

Scope of Work

1. Project coordination

The consultant will work closely with the City throughout the entire process. Regular Technical Advisory Committee meetings with City Staff will be expected and can be conducted in person or virtually. The consultant will be tasked with creating a slideshow and presenting at Commission meetings. Presentation materials are to be the City's property at the completion of the study.

2. Analysis and evaluation of existing conditions

- With assistance from City staff, the consultant will compile any relevant transportation documents and plans, including storm water management master plans for the study area, and provide a summary of reference data in the final report. The City will assist with providing these documents.
- The consultant will inventory existing parking and circulation patterns. This includes public, private, ADA-accessible, on-street, and off-street spaces, along with any parking agreements or parking policies. This also includes one-way vs two-way traffic, loading zones, and non-motorized routes and crossings. When relevant, the consultant may differentiate between commercial and residential designated parking.
- The consultant will facilitate community engagement. This will involve surveying and interviewing stakeholders and downtown users. This data should have several responses that represent the community at large and generally identify the needs, concerns, experiences, and issues with current parking conditions in the downtown. The data should include the community's threshold for willingness to walk, preferred and avoided parking areas, and physical and perceived barriers to downtown walkability.
- The Consultant shall complete a parking and circulation usage observation and analysis. This study should produce data that identifies average and peak occupancy, average turnover, and average parking durations. It should also identify peak times of day for parking, where there are spot shortages, and where there are surpluses. This study should also assess the use of pedestrian pathways and vehicular adherence to speed limits. This analysis will identify existing parking demands and where there are parking and circulation deficiencies within the Downtown Study Area at certain times.

3. Evaluation of future parking needs within the study area

The consultant should estimate future parking needs based on various build-out projections of known projects within the downtown,

reasonable projections of new development, change of use, and redevelopment that may occur within the next 5, 10, and 20-year planning horizons. This estimate should include a projection of electric vehicle parking, dumpster containers, and oil container demands as well.

4. Identification of recommendations and priorities

The consultant will summarize current and projected parking deficiencies, both real and perceived, and make prioritized recommendations to alleviate any insufficiencies. The consultant should provide cost estimates and/or revenue for these recommendations. These recommendations shall include, but are not limited to:

- Opportunities to relocate, redesign, or reuse existing parking inventory to meet existing and anticipated needs
- Potential sites in preferred areas that could satisfy current and projected parking deficits. This recommendation should include whether a parking garage may be necessary and, if so, the best location. Additional proposed sites should identify estimated parking count and optimal configuration on the site, including placement of ADA-accessible spaces. These solutions should consider dumpster and oil container location, electric vehicle charging spaces, loading zones, and may require public/private partnerships, traffic flow changes, or other creative parking solutions.
- Enforcement recommendations such as paid parking meters at certain locations and third-party parking enforcement services
- Pedestrian connectivity improvements that could expand preferred parking areas, including signage, wayfinding, and lighting recommendations
- Traffic flow recommendations that analyze one-way versus two-way street traffic and how this could impact parking space numbers and improve pedestrian safety through speed reduction
- Zoning ordinance parking requirement amendments
- Programs and initiatives such as promotional materials, park and walk, employee and user incentives, interactive apps, and enforcement
 - Promotional materials must include economic, data-based statistics that highlight the value of a parking space to a business owner downtown and the value to the City with respect to fee revenue, in addition to data-driven statistics that can be used for promotion of the recommended changes

Project Deliverables

In addition to the above scope of work, project deliverables should include:

- An interim progress report at 50% completion to assess study features
- A final report that encompasses existing conditions, predicts future conditions, and makes recommendations as laid out in the Scope of Work
- Any GIS data/maps created through accomplishing the scope of work
- Presentations created for Commissions and/or public engagement along with promotional materials that inform downtown business owners and the public about recommendations made by the study
- A final presentation with recommendations to be delivered to the Planning Commission and Board of Commissioners

Response Requirements

1. Key Personnel

Resumes of the proposed team members on staff and any subcontractors. Provide specific information on the proposed project manager. Provide general information on other team members, including their qualifications, the multi-disciplinary nature of the team assembled for this project, and specific evidence of relevant experience. Specify the role and employer of any subcontractor.

2. Project Approach

Describe a detailed approach to accomplish each piece of the scope of work, including the intended community engagement methods. This description should also include a draft project schedule along with milestones for the work and a list of products to be produced, including:

- Tasks to be performed and the timeline for each task to be completed
- Methods to manage the project and communicate with City staff and the public
- An example of a promotional material

3. Qualifications and Experience

Please provide a summary of projects in progress or completed, along with the following information for each:

- Reference name with current contact information
- Current status of plan (adopted, drafting completed, drafting in progress, etc.)
- Client type

RFP# 6765 – Downtown Parking and Circulation Study

- Process of plan development, including all research, community engagement, data collection, etc.
 - Major outcomes from plan implementation
- Please attach descriptive literature (or a link) of any relevant/comparable projects for the City's review.
4. Statement of Staffing Availability
- The principle of the firm shall provide a statement that if selected, the firm will be able to dedicate sufficient staff to meet the project deadlines and schedules as agreed to through the contract process.

Selection Process

A selection team consisting of City staff and other stakeholders will evaluate the submittals. The City of Johnson City may request interviews with the highest-ranked consultants. The City of Johnson City reserves the right to make an award without further discussion of any proposal. Proposals submitted by consultants will be evaluated according to the following subjective elements that should be explained throughout the submittal, as well as by objective consideration of points assigned to components of the submittal:

- Experience in preparing municipal parking study plans that include recommendations
- Experience in building community consensus through education, public processes to support innovative goals and ideas, and examples of providing engaging, understandable presentations
- Strength of written and oral communication and communication by graphical means through examples of illustrative, user-friendly planning documents
- Experience in identifying and evaluating the essential qualities of community character and formulating strategies for enhancing future outcomes

The selection team will review each proposal and rank each proposer's evaluation criteria as follows, but not limited to:

- Professional qualifications of firm and personnel
- Previous related experience
- Technical approach to the project
- Community engagement methodology
- Timeliness of the schedule
- Cost of services

RFP# 6765 – Downtown Parking and Circulation Study

Submittal Instructions

Proposal Instructions

To be considered, Proposers should furnish a complete response to the RFP using the general format provided below. Proposals must be signed by an authorized agent to bind the consultant to its provisions.

Proposal Format

The technical proposal package should include the following:

- Signed Proposal Form
- Response to Requirements
- Three (3) References
- Insurance Checklist and Insurance General Contract Form
- Acknowledgement of forms
- Detailed cost proposal

Proposal Submission:

Proposer can submit electronically per link below or place submittal response in a sealed envelope plainly identified on the outside with vendor name and proposal name and number. If submitting paper copies, submit 4 color copies of entire response. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before proposal deadline.

[ELECTRONIC RESPONSES: CLICK HERE](#)

A list of respondents will be available the following business day at 8:00 a.m. on the Johnson City Purchasing website: [https://www.johnsoncitytn.org/government/departments and divisions/purchasing.php](https://www.johnsoncitytn.org/government/departments_and_divisions/purchasing.php). Late submittals will not be considered. Telephone, facsimile or emailed offers will not be accepted.

Submittals must be signed by the agent authorized to bind the Proposer to its provisions. Unsigned offers will not be accepted and will be declared non-responsive. Electronic signatures are acceptable.

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 selected proposer to accept these obligations may result in cancellation of the award.

This request for proposal will neither commit the City to commence the award, nor in any way limit the discretion of the City in selecting a proposal.

RFP# 6765 – Downtown Parking and Circulation Study

Proposals shall remain valid for a period of at least ninety (90) days.

Solicitations will be opened publicly via a web conference and in-person, simultaneously.

Join Zoom Meeting:

[RFP# 6765 - DOWNTOWN PARKING AND CIRCULATION STUDY VIRTUAL PROPOSAL OPENING](#)

Meeting ID: 845 1405 6101

Passcode: 536512

If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 518-9085. Any issues accessing the Zoom web meeting, please call (423) 975-2715 for assistance.

Contact:

All requests for additional information should be directed to : Peyton Voirin, AICP at pvoirin@johnsoncitytn.org

Submittal questions please contact Debbie Dillon, Director of Purchasing, 423.975.2717, ddillon@johnsoncitytn.org.

Selection Process :

All proposals are subject to review by a review committee. Consideration for award will go to the firm which demonstrated that it possesses the qualifications, experience, technical expertise, and capability of fulfilling the requirements of the scope of the project as outlined in this RFP. Such determination will be made in the sole judgment of the City.

The City reserves the right to cancel this RFP, reject any or all proposals and to waive informalities, irregularities, and technicalities in the proposal process, determine the proposal that is best suited and most qualified to perform the work outlined in the RFP, supplement, amend or otherwise modify this RFP, issue additional solicitations for information and proposals and check references and qualifications for each proposal respondent;

The City may negotiate separately with any source in any manner necessary to arrive at a contract agreement that is in the best interest of the City.

Incurring Costs:

The City is not liable for any costs incurred by Proposer prior to issuance of a contract.

Withdrawal of Proposals:

Proposals may be withdrawn upon written request received from Proposer prior to the time fixed for receipt.

Requirements for Bids, Request for Proposals, and Contract:

This Proposal, and any response to it, includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and the "Bid/Proposal General Terms and Conditions" attached hereto and set forth herein as if verbatim.

Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward and complete description of services, qualifications, cost range and associated options to meet city's requirements as outlined in this document. Emphasis should be on completeness and clarity of content. Proposal responses must include all requested information.

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 City Policy and Tennessee Statute.

Addenda:

In the event it becomes necessary to revise any part of this RFP, addenda will be provided from the City's Purchasing Department, in writing, to all known interested vendors who received the original proposal document. Any verbal communications are not binding

Rights and Options of City of Johnson City:

The City reserves the following rights and options:

- Determine those proposers who are most qualified;
- Reject any or all proposals for any reason, waive irregularities in any proposal at its sole discretion Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request, at its sole discretion and as may be deemed to be in the best interest of the City;
- Extend or otherwise revise the timeline for submittals;

RFP# 6765 – Downtown Parking and Circulation Study

- Supplement, amend, or otherwise modify this RFP;
- Request clarification and/or additional information from Proposers at any point in the Procurement process;
- Cancel this RFP with or without the submission of another RFP; and
- Issue additional solicitations for information and proposals, and conduct investigation's with respect to the qualifications of each respondent.

Proposal Withdrawal:

Proposals may be withdrawn upon written request to the Purchasing department prior to the date and time of formal opening of all proposals.

Insurance:

The attached Insurance Checklist (which includes a section for the Insurance agent to fill-out) and General Contract Form must be completed and returned with the proposal package. Successful vendor shall provide certificate of insurance, as specified, prior to contract award

PROPOSAL FORM

The undersigned hereby declares that no person or party other than the undersigned have any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same product/service and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

The undersigned also declares that they have carefully examined the scope of work relating to the service herein referred to, and fully understands the nature of the obligations proposed.

By signing this document, the undersigned hereby agrees to all other terms and conditions, including the attached Sealed Solicitation General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act and Non-Boycott of Israel Act (Sealed Solicitations General Terms & Conditions #19 & #22) contained in this proposal and associated documents relating to this proposal and will furnish items as specified if this proposal is accepted. By submission of this proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

Company: _____

By: _____
(signature of authorized agent)

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Website: _____

Date: _____

PROPOSAL MUST BE SIGNED AND RETURNED TO BE VALID

INSURANCE CHECKLIST

(Consultant Services – Downtown Parking/Circulation Study)

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 and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; must submit copy of endorsement(s).** (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: _____ AUTHORIZED (Printed): _____

Bid Number: _____

Bid or Project Name: _____

This form and the General Contract Form shall be signed and returned with the proposal 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.**

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 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 City of Johnson City, Dept. of Education (A.K.A “Johnson City Schools”).”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document. In the event that Contractor obtains insurance coverage that is broader than the minimum required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages.

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: _____

Authorized Representative (Printed): _____

Authorized Representative (Signature): _____

Title: _____

Date: _____

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