

SBC Project No. _____

RESPONSE STATEMENT OF CERTIFICATIONS AND ASSURANCE

The Respondent must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.3.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract for the total contract period.
3. The Respondent accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., Pro Forma Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP will incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) the Policies and Procedures of the State Building Commission and the Office of the State Architect
 - (c) Title VI of the federal Civil Rights Act of 1964;
 - (d) Title IX of the federal Education Amendments Act of 1972;
 - (e) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (f) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount will be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP must remain valid for 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract executed by any Respondent, pursuant to the RFP that so provides.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111. "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to § 12-12-106."
11. The Respondent affirms the following statement as required by the Boycott of Israel, Code Ann. § 12-4-119. "By submission of this response, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as identified by Code Ann. § 12-4-119.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDING ENTITY

<u>SIGNATURE:</u>	
<u>PRINTED NAME & TITLE:</u>	
<u>DATE:</u>	
<u>RESPONDENT LEGAL ENTITY NAME:</u>	
<u>FEIN OR SSN:</u>	

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A - MANDATORY REQUIREMENTS: The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the response page number for each item in the appropriate space below.

The Procurement Officer will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team will review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Procurement Officer will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:		Click or tap here to enter text.	
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFP § 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must not be more than 75 standard 8 ½" x 11" pages (although some oversize exhibits such as schedules and large reports are permissible) including all required forms, letters, cover pages and other documents. Oversize pages shall be exhibits only and must not be question responses, resumes, or other standard documents in an attempt to add additional content. If the total number of pages as described above exceeds 75 as displayed in pdf reading software, the submission will be considered non-responsive and will be rejected.	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses.	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor).	

RESPONDENT LEGAL ENTITY NAME:		Click or tap here to enter text.	
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1	<p>Detail the name, e-mail address, mailing address, and telephone number(s), of the person the State should contact regarding the <u>response</u>.</p> <p>Detail the name, e-mail address, mailing address, and telephone number(s), of the person the State should contact regarding the <u>contract</u>, if awarded the contract.</p>	
	A.2	Describe the Respondents form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	
	A.3	Statement of Certifications and Assurances: Provide the Statement of Certifications and Assurances (attached as RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.4	Response Package Cover Sheet: The outermost container displays Contractor Licensing information, with the Respondent’s State of Tennessee Contractor’s License Number, Classification, Expiration Date, and License Limit (attached as RFP Attachment 6.4.a.). The dollar limit on the license is sufficient to support the GMP Target provided in RFP Section 1.6.	
	A.5	Pro Forma Information Sheet: The Pro Forma Contract Information Sheet (RFP Attachment 6.4.c.), must be filled in and included in the Technical Response.	
	A.6	Insurance: Provide a Certificate of Insurance (ACORD) stating the Respondent’s capability to provide insurance for this Project in accordance with the requirements as specified in the <i>Pro Forma</i> Contract.	
	A.7	Builder’s Risk: Provide an ACORD document from insurance agent to confirm coverage for the estimated amount of this project. The policy must be “All-Risk” Builder’s Risk.	

RESPONDENT LEGAL ENTITY NAME:		Click or tap here to enter text.	
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		An Installation Floater Policy is not an acceptable substitute for the Builder’s Risk Policy.	
	A.8	<p>Bonding: Provide a letter from a surety. The surety for any and all bonds must be listed by the U.S. Department of Treasury as being a Certified Company and have an “A-” rating or better with A.M. Best Company, Inc.</p> <p>The letter from the surety company must include the Respondent’s capability to provide bonding for this Project in accordance with the Terms and Conditions of the Contract. The letter must include the Respondent’s individual project and overall bonding capabilities and specify the Respondent’s monetary bonding capacity.</p>	
	A.9	If you are responding as a Joint Venture, include a copy of your filed statement of partnership authority with the Tennessee Secretary of State’s office in compliance with Tenn. Code Ann. § 61-1-30.	
	A.10	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Respondent within the last five (5) years. If so, include an explanation providing relevant details.	
	A.11	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ol style="list-style-type: none"> 1) is presently debarred, suspended, proposed for debarment, or involuntarily excluded from covered transactions by any federal or state department or agency; 2) has within the past three (3) years, had a civil judgment rendered against the contracting party for commission of fraud, or within the past 3 years has been convicted of a criminal offense in connection with: obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction, or in connection with a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public 	

RESPONDENT LEGAL ENTITY NAME:		Click or tap here to enter text.	
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		transactions (federal, state, or local) terminated for cause or default.	
	A.12	<p>Conflict of Interest: Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who will perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.</p> <p><i>NOTE: Any questions of conflict of interest will be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	
	A.13	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, proposing to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled nolo contendere, to any contract crime as defined in TCA §12-4-601, et. seq. If so, include an explanation providing relevant details.	
	A.14	List jurisdictions and trade categories in which your organization is legally qualified to do business, and include registration or license numbers, if applicable.	
	A.15	<p>For the last three (3) years, provide the following ratios for the Respondent, calculated according to the generally accepted accounting principles:</p> <p>1) Quick Ratio and 2) Debt/Worth.</p> <p><i>NOTE: The Owner may request CPA audited or reviewed financial statements prepared in accordance with generally accepted accounting principles from the apparent best-evaluated Respondent prior to final award of the agreement. If the requested documents do not support the financial stability of the Respondent, the Owner reserves the right to reject the proposal.</i></p>	
	A.16	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	

RESPONDENT LEGAL ENTITY NAME:		Click or tap here to enter text.	
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.17	<p>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent might reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent’s performance in a contract pursuant to this RFP.</p> <p><i>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The Owner may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</i></p>	
	A.18	<p>Provide documentation of the Respondent’s existing programs, if any, related to diversity as represented by the following. If the Respondent does not have existing diversity programs, simply state that.</p> <ol style="list-style-type: none"> 1) <u>Business Strategy</u>. Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. 2) <u>Business Relationships</u>. Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ol style="list-style-type: none"> a. contract description; b. contractor name and ownership characteristics (<i>i.e.</i>, minority, women, service-disabled veteran, persons with disabilities, or small business); and c. contractor contact name and telephone number. 3) <u>Certifications and Workforce</u>. Provide the Respondent’s certifications as a diversity business, if applicable, as certified by the Governor’s Office of Diversity Business Enterprise (Go-DBE) specifying minority, women, service-disabled veteran, persons with disabilities, and small business enterprises. Also, provide the percentage of the Respondent’s total current employees by ethnicity and gender. 	

RESPONDENT LEGAL ENTITY NAME:		Click or tap here to enter text.	
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		<i>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Tennessee Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at Go-DBE Online Certification for more information.</i>	
State Use – Procurement Officer Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B - GENERAL QUALIFICATIONS & EXPERIENCE: The Respondent shall address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the response page number for each item in the appropriate space below.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B — General Qualifications & Experience Items
	B.1	<p><u>Relevant Previous Experience</u></p> <p>Provide documentation of the Respondents previous experience of the Respondent’s proposing office (not the whole company if multiple offices exist) acting in the role of a CM/GC on projects of similar scope, complexity, and magnitude. Projects of similar scope, complexity, and magnitude would contain similar construction methods, systems, and other building components relevant to this project. Documentation should include information demonstrating performance of pre-construction services as designated in the Scope of Services and Deliverables document, experience using Building Information Modeling (BIM), and the organization’s support structure and leadership personnel that oversees projects.</p>
	B.2	<p><u>Case Studies</u></p> <p>Provide a minimum of three and a maximum of five, detailed case studies of projects with similar scope, complexity, and magnitude that were performed by the Respondent’s proposing office (not the whole company if multiple offices exist). The case studies may include on-going and completed (preferably within the last five years) projects. List projects starting with the most recent. Utilizing RFP Attachment 6.4.b., as a cover sheet, Respondent shall provide the following information for each case study:</p> <ol style="list-style-type: none"> 1) Project name and location; 2) Project size in gross area and number of stories; 3) Project cost including cost per square foot; 4) Year contracted, and either year of completion or current percent complete; 5) Client reference with name, title, role on project, and contact information; 6) Project Prime Contractor and Prime Designer Firm Names; 7) Contractor’s Key Personnel and their roles on the project; <p>Additionally, Respondent shall provide a narrative containing the following information for each case study:</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B — General Qualifications & Experience Items
		<ol style="list-style-type: none"> 1) Provide a brief description of the project that includes the scope of the work and the services provided by your firm; 2) Relate the work in this project to the scope and required services contained in the RFP; 3) Each example should identify adherence to schedule, management of costs; and project challenges including resolutions.
	B.3	<p><u>Workload History</u></p> <p>Provide a list or chart presenting annual dollar workload volume inclusive of number of projects on a per year basis for the last five years. Work should only represent the work of the Respondent's proposing office, however the work for the company as a whole may also be included.</p>
	B.4	<p><u>Subcontractor Prequalification and Selection Process</u></p> <p>Provide a narrative describing your process for prequalifying subcontractors. Include information about the selection criteria and how you determine the various standards of care and associated level of quality. Provide examples of how solicitations for prequalification are open to the full marketplace and are project specific rather than from predetermined lists.</p> <p>Provide examples of your existing approaches to assist disadvantaged businesses that are designed to help them to overcome shortfalls in the qualification process due to size, longevity of operations, etc. Provide documentation of the Respondent's success in encouraging and fostering commerce with such businesses. Show how your methods assist these businesses without compromising on selection criteria.</p> <p>Provide examples of any forms or other resources that you use in prequalifying subcontractors</p>
	B.5	<p><u>Continuous Improvement Process</u></p> <p>Do you have a continuous improvement process? If so, please describe the process.</p>
	B.6	<p><u>Previous State of Tennessee Work</u></p> <p>Please provide a list of all State of Tennessee projects that your company is currently working on or has completed within the past 10 years. The list is to</p>

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B — General Qualifications & Experience Items
		contain the project title, SBC Number, and contract value. If your company lacks State of Tennessee experience, provide a narrative confirming you understand the STREAM Designers’ Manual, State procedures, and experience using similar processes with other clients.
		SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)
State Use - Evaluator Identification:		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C - TECHNICAL QUALIFICATIONS & APPROACH: The Respondent shall address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent shall also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item.

RESPONDENT LEGAL ENTITY NAME:		
Proposal Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications & Approach Items
	C.1	<p><u>Project Staffing</u></p> <ol style="list-style-type: none"> 1) Describe how the Respondent will staff this project. Identify individuals who will be assigned to perform duties under the Agreement, particularly highlighting the Project Executive, Preconstruction Lead, Project Manager, and Superintendent. Also include others who comprise the project team, as well as those who may be reporting to State officials regarding project deliverables. 2) Include the percentage of time each proposed individual will be involved in this project during each phase. 3) Explain the criteria used in developing this team. 4) Provide concise summary resumes of these key personnel. <ol style="list-style-type: none"> a) Detail each individual's position/role with the Respondent's team. b) Highlight applicable experience, positions, and/or work demonstrating similar responsibility. 5) Utilizing an organization chart: <ol style="list-style-type: none"> a) Indicate lines of authority; b) Demonstrate the relationships of individuals that provide schedules, quality control, safety, and estimates with the remainder of the staff of the CM/GC; and, c) Illustrate how the CM/GC's staff will interface with other members of the project team
	C.2	<p><u>Third Party Project Staffing</u></p> <p>Provide a written statement whether the Respondent intends to use subcontractors to perform any of the services delineated in the Scope of Services and Deliverables awarded pursuant to this RFP or to manage the construction work anticipated as a result of the subsequent Construction Services Agreement and if so, detail:</p> <ol style="list-style-type: none"> 1) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; 2) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and 3) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to

		<p>this RFP. This statement will not apply to subcontracting related to trade contracts for the construction portion of the project.</p> <p>4) Integration of each subcontractor into the organization chart provided in C.1 5)</p>
	<p>C.3</p>	<p><u>Project Approach</u></p> <p>1) Discuss your team’s approach to accomplish the work of this project. Specifically describe the Respondent’s approach and procedures for the following items:</p> <ul style="list-style-type: none"> a) project schedule development and maintenance, including recovery schedules as necessary; b) project document completion; c) budget preparation and budget confirmation at each design phase; d) submittal approval listing individuals and their titles; e) subcontractor awards and oversight; f) project budget tracking; and, g) closeout procedures including: <ul style="list-style-type: none"> i) punch list development; ii) operations and maintenance manuals; iii) warranties - provide a narrative of how warranty service calls are managed during the warranty phase; and iv) as-built drawings and specifications. <p>2) Present your team’s approach on this project regarding how the operations and logistics surrounding construction will be planned. In particular, explain, in detail, the following items:</p> <ul style="list-style-type: none"> a) Identification of individuals that are part of the CM/GC team while working in the building; b) Working hours (proposed); c) Security of both the building and the floors under construction; and, d) Material deliveries and storage.
	<p>C.4</p>	<p><u>Project Schedule</u></p> <p>1) Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope, and accomplish required objectives within the Owner’s project schedule. Identify any objectives critical to project schedule and strategies to achieve them. Include the Respondents experience with cost loaded scheduling and whether scheduling will be accomplished in house.</p> <p>2) Provide a proposed schedule of pre-construction phase services as delineated in the Scope of Services and Deliverables document through presentation of the Guaranteed Maximum Price. Schedule shall include all activities, milestones, and Owner and Designer required deliverables to meet the schedule.</p> <p>3) Explain the Respondent’s approach for completing construction services within the time frame set by the Owner. Explain the sequencing of the work, tracking of submittals, coordination of trade subcontractors, and other related items within the construction schedule.</p> <p>4) Provide a narrative that illustrates how the Respondent manages obstacles and plans recovery actions using the project schedule.</p>
	<p>C.5</p>	<p><u>Project Challenges and Risks</u></p> <p>Provide a summary of challenges and risks that you see in this Project and your approach to addressing these challenges and risks.</p>

	<p>C.6</p>	<p><u>Reporting:</u></p> <p>1) Detail your Team’s special or unique capabilities, operating procedures, technology, programs, innovative solutions, etc., that would directly benefit this Project; cover at a minimum the following areas:</p> <ul style="list-style-type: none"> a) Scheduling; b) Estimating; c) Cost management; d) Project Management; e) Project Documentation; and f) Document sharing and control. <p>2) Provide examples of reports to be provided at project meetings, including but not limited to project summaries, logs, and schedules.</p>
	<p>C.7</p>	<p><u>Quality Control</u></p> <p>Describe how you would create and maintain a Quality Management Plan through the life of the project. Include how your plan would relate to your Continuous Improvement Process.</p>
<p>SCORE (for <u>all</u> Section C— Technical Qualifications & Approach Items above): (maximum possible score=40)</p>		
<p>State Use – Evaluator Identification:</p>		
<p>State Use – Procurement Officer Signature, Printed Name & Date:</p>		

INTERVIEW EVALUATION GUIDE

SECTION D – Interviews: Interviews will be scored on a -5 to +5 point scale where the combined points will be used to modify the Section B and C scores from 0.75x to 1.25x. A score of 0 for this part will cause no modification to be made.

RESPONDENT LEGAL ENTITY NAME:	
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SECTION D - Interviews

A. Respondent Presentation (30 minutes)

- Introductions
 - What is your role on this Project?
 - What experience do you bring that supports this role?
- Pre-Construction Services (Approach and Philosophy – Cost Management & Constructability Review)
- Project Innovation (methods, etc.)
- Project Schedule
 - Understanding of Fast-track
 - Overall completion schedule
 - Early Release packages (if required)
- Project Communication
 - Designers
 - State
- Strategy for Construction Approach, Safety, Quality, and Preliminary Site Logistics
- Why should we choose you?

B. Questions and Answer Session (1 hour). The questions asked in this session will include both standard questions for all short-listed Respondents and specific questions relative to the Respondent’s proposal and presentation. The interview presentation and question/answer scoring will be based on the following criteria:

- Project Understanding
- Project Approach
- Project Innovation & Quality Measures
- Experience & Presentations by the Proposed Key Members
- Communication Skills
- Understanding of CM/GC Delivery Method

SCORE (for Section D – Interviews):
(Score Range: -5 to +5)

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State Use – Evaluator Identification:

State Use – Procurement Officer Signature, Printed Name & Date:

<u>RFP Attachment 6.3 – Cost proposal</u> Cost Proposal & Scoring Guide	
SBC Project No.:	
Project:	
NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED A signed .pdf of this page must be included with your cost proposal.	
Please Complete All Gray Shaded Areas	
COST PROPOSAL SCHEDULE — The proposed cost and the submitted technical proposal associated with this cost must remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Respondent and the State. All monetary amounts are United States currency and limited to two places right of the decimal point	
NOTICE:	The evaluation factors, GMP Months and GMP Target, do NOT and should NOT be construed as any type of guarantee. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.
The signatory must be an individual or company officer empowered to contractually bind the Respondent	
RESPONDENT LEGAL ENTITY NAME:	
RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

A protected excel version of the Cost Proposal & Scoring Guide can be found as an additional downloadable file on the State website where the RFP is posted. Please submit both a completed excel file as well as a signed PDF of the Cost Proposal as directed in RFP section 3.3.2.

<p><u>SECTION A</u></p> <p>CM/GC CONSTRUCTION SERVICES</p> <p>PRE-CONSTRUCTION PHASE SERVICES LUMP SUM FEE</p>	
RESPONDENT LEGAL ENTITY NAME:	
<p>Provide the total lump sum fee for delivery of the Pre-Construction Phase Services for this Project as defined by CM/GC Scope of Services and Deliverables, Section 1. This fee must not include costs of printing the Designer’s design/construction documents, geotechnical investigations, environmental testing, and property surveys during the Design Phase. This fee will be paid upon successful completion of services and is not to be included as a part of the CM/GC construction services fixed fee. This fee may be negotiated prior to execution of the Pro Forma Master Contract.</p>	
<p>The Pre-Construction Fee will be paid according to the following schedules</p> <ul style="list-style-type: none"> • Schematic Design Phase: 35% • Design Development Phase: 35% • Construction Document Phase: 20% • Conclusion of Trade Contractor Buy Out: 10% 	
<p>Pre-Construction Phase Services Lump Sum Fee <i>(The State will insert value at RFP Attachment 6.3., Section G.1.)</i></p>	<p>\$</p>

SECTION B
CM/GC CONSTRUCTION SERVICES
FEE PERCENTAGE

RESPONDENT LEGAL ENTITY NAME:

The proposed cost for the CM/GC construction services percent fee (the "Fee") will be for providing the construction services defined in the CM/GC Scope of Services and Deliverables, Section 2 for the total contract time and project closeout. The Fee must be stated as a percentage of the Project construction cost that includes the following:

- General company overhead and profit;
- Personnel not directly assigned to the Project such as accountants, clerks, secretaries, and personnel other than those listed under Construction Services General Conditions Budget (whether on site or in the office);
- Company officers and other personnel with supervisory status not listed under Construction Services General Conditions Budget;
- The cost of main office equipment and related supplies, maintenance and service not located on site; and
- THIS PERCENTAGE WILL BE MULTIPLIED BY THE PROJECT BUDGET CONSTRUCTION COST LISTED IN SECTION D FOR EVALUATION PURPOSES; HOWEVER, THE FINAL FEE WILL BE CALCULATED BASED UPON THE GUARANTEED MAXIMUM PRICE (GMP), EXCLUSIVE OF THE BOND AMOUNT AT THE SUBMISSION OF THE GMP.

CM/GC Construction Services Percent Fee:
(The State will insert value at RFP Attachment 6.3., Section G.2.)

_____ %

SECTION C
CM/GC CONSTRUCTION SERVICES
GENERAL CONDITIONS MONTHLY RATE

RESPONDENT LEGAL ENTITY NAME:

Provide the proposed General Conditions Total Monthly Costs as described below for the construction scope and the construction services target duration identified in the RFP for the date of start of construction given in Section 1.7, shown below as a Total Monthly Rate. This rate will be multiplied by the duration of the project, in months, to determine a not to exceed amount for the Monthly General Conditions. General Conditions must be invoiced at actual cost.

The proposed amount must include all General Conditions monthly costs for personnel and equipment of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the Contract Time defined by the Pro Forma General Conditions and the GMP. Monthly costs include, but are not limited to, the following:

- Personnel costs including Labor Burden of all personnel directly assigned to the Project including but not limited to:
 - **Superintendent;**
 - **Assistant Superintendent;**
 - **Project Manager;**
 - **BIM Manager;**
 - **Project Director;**
 - **Project Engineer;**
 - **Safety Director;**
 - **Construction Documentation Manager/Coordinator;**
 - **Trades Coordinator;**
 - **Project Scheduler;**
 - **Clerk; and**
 - **Other supervisory personnel**
- Photography and videography for normal documentation of the progress of the Work;
- Temporary utilities usage charges required for contractor support facilities;
- Project office trailers
- Storage trailer(s) for CM and general usage;
- Portable restroom facilities;
- Phones, pagers, faxes, e-mails, and other communications devices;
- Computers, copiers, printers, and other electronic office equipment;
- Software and subscription costs incurred by the CM/GC in the management of the project;
- Safety measures (including, but not limited to, personal protective equipment, fire protection, safety signage, and training);
- Vehicle costs including fuel, maintenance, rentals, leases, and other related items
- Parking fees and shuttle services;
- Contractor support facility office furniture and equipment;
- Contractor support facility supplies and other expenses;
- Refuse dumpster rental and disposal (not including those dedicated to HPBr recyclables or demolition materials);
- Dust control for the whole Project (including, but not limited to, filtration material, and other measures to prevent damage to installed materials);
- Daily, Weekly, and Monthly cleanup for the whole Project; and

Note: All charges for the project as a direct expense of the Construction Manager must be included either as a Monthly General Conditions Rate or as a part of the General Conditions Total Lump Sum Cost. All other work must be competitively procured as a part of the GMP.

CM/GC General Conditions Total Monthly Rate:
 (The State will insert value at RFP Attachment 6.3., Section G.3.)

\$

SECTION D CM/GC CONSTRUCTION SERVICES GENERAL CONDITIONS TOTAL LUMP SUM COSTS	
RESPONDENT LEGAL ENTITY NAME:	
<p>Provide the proposed General Conditions Total Lump Sum Costs as described below for the construction scope and the construction services target duration identified in the RFP for the date of start of construction given in Section 1.7, shown below as a <u>Total Lump Sum Costs</u>. This cost will be used as a not to exceed amount for the Lump Sum General Conditions. General Conditions must be invoiced at actual cost.</p>	
<p>The proposed amount must include all General Conditions lump sum costs of the quantity and type required to accomplish the services as defined by the RFP and the scope of the project for the entire duration of the Contract Time defined by the Pro Forma General Conditions and the GMP. Lump sum costs include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Project mobilization and demobilization charges; • Installation and deinstallation of conveyance systems for temporary utilities; • Project layout and surveying; • All required permits and related fees; • Builder's Risk insurance as required by the Pro Forma General Conditions; • Temporary project signage; • All general project testing if not procured as a part of a separate package; • All temporary construction items not included as a Monthly cost; • Reproduction of documents for sub trades; • Trade contract bidding including advertising; • Printing and record drawings; • Substantial Completion; • Project closeout; • Project punch list work and final inspection; • Warranty inspection; and <p>The following items are considered General Conditions but must be listed separately in on the next page of this section and not included in the CM/GC General Conditions Total Lump Sum Costs on this page:</p> <ul style="list-style-type: none"> • Contract Bond; • Subcontractor Default Insurance • Contractor Controlled Insurance Program <p>Any additional costs in these three amounts during Buyout will be drawn against the Lum Sum General Conditions</p> <p><i>Note: All charges for the project as a direct expense of the Construction Manager must be included either as a Monthly General Conditions Rate or as a part of the General Conditions Total Lump Sum Cost. All other work must be competitively procured as a part of the GMP.</i></p>	
<p>CM/GC General Conditions Total Lump Sum Costs: Excluding Contract Bond, Subcontractor Default Insurance, and Contractor Controlled Insurance Program (The State will insert value at RFP Attachment 6.3., Section G.4.)</p>	\$

SECTION E CM/GC CONSTRUCTION SERVICES PERCENTAGE BASED GENERAL CONDITONS COSTS	
RESPONDENT LEGAL ENTITY NAME:	
The following items are considered General Conditions costs but must be listed here and calculated at the time of submission of the Guaranteed Maximum Price. Any overruns in the actual costs of these three items will be invoiced against the Lump Sum General Conditions. Failure to list rates will cause the entire cost submission to be deemed unresponsive.	
Contract Bond Rate (Based on the total GMP target) <i>(The State will insert value at RFP Attachment 6.3., Section G.5.)</i>	_____%
Subcontractor Default Insurance Rate <i>(The State will insert value at RFP Attachment 6.3., Section G.6.)</i>	_____%
Contractor Controlled Insurance Program Rate <i>(The State will insert value at RFP Attachment 6.3., Section G.7.)</i>	_____%

If a CM/GC elects to utilize bonding of individual trade subcontractors in lieu of providing Subcontractor Default Insurance, that election must be proposed to the State prior to the submission of the GMP. If proposed, the CM/GC must provide to the State an analysis of the costs demonstrating whether the bonding of individual trade subcontractors is less costly to the Owner than Subcontractor Default Insurance. If the option of bonding individual trade subcontractors is more costly and the CM/GC is still recommending that option as being in the best interest of the project, the CM/GC must provide to the State a written justification of such recommendation, including analysis of associated costs and intangible items contributing to this recommendation. The State reserves the right to determine the course of action that provides the best financial and practical benefit to the project.

If a CM/GC elects to utilize individual insurance programs for each trade subcontractor in lieu of providing a CCIP, that must be proposed prior to the submission of the GMP. To facilitate this, the CM/GC must provide an analysis of the costs demonstrating individual insurance programs are less costly to the Owner than a CCIP. If the CM/GC is recommending that the more costly option of using individual insurance programs would still be in the best interest of the project, the CM/GC must provide to the State written justification of such recommendation, including analysis of associated costs and intangible items contributing to this recommendation. The State reserves the right to determine the course of action that provides the best financial and practical benefit to the project.

SECTION F
CM/GC CONSTRUCTION SERVICES
GENERAL REQUIREMENTS

RESPONDENT LEGAL ENTITY NAME:

Below is a list of allowable General Requirements for this project. The Respondent is not required to provide any costs for these items at this time as these costs will be provided as part of the submission of the Guaranteed Maximum Price. General Requirements are defined as work performed by the CM/GC for the benefit of the Work but is not incorporated into the Work. The Owner prefers that General Requirements are directly procured by the CM/GC rather than procured in individual trade packages, however General Requirements will be limited to be a maximum of 3% of the total of all Trade Costs.

General requirements include but are not limited to the following:

- Scaffolding and lifts;
- Crane rental and operation;
- Erosion control measures;
- Project testing and special inspections;
- Project Final Cleaning including trade cleaning;
- Gross receipts tax;
- Other General Requirements identified by the Respondent:
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____

Note: No items may be included as General Requirements that are listed on the proceeding pages as General Conditions.

**SECTION G
COST PROPOSAL SUMMARY & SCORING**

RESPONDENT LEGAL ENTITY NAME:

PRE-CONSTRUCITON PHASE SERVICES LUMP SUM FEE (SECTION A)		\$ _____
1.	Pre-Construction Phase Services Lump Sum Fee	(The State will insert value from RFP Attachment 6.3., Section A.)
FEE PERCENTAGE (SECTION B)		\$ _____
2.	Construction Services Fee _____ % x «GMP Target» <i>Note: This figure is for evaluation purposes only. See Section B above for additional information regarding the final calculation for Construction Services.</i>	(The State will insert value from RFP Attachment 6.3., Section B and multiply by GMP TARGET)
GENERAL CONDITIONS MONTHLY RATE (SECTION C)		\$ _____
3.	Construction Services General Conditions Budget - Monthly Cost Total _____ x «GMP Target» Months <i>Note: The months are for evaluation purposes only.</i>	(The State will insert value from RFP Attachment 6.3., Section C and multiply by GMP MONTHS)
GENERAL CONDITIONS TOTAL LUMP SUM COSTS (SECTION D)		\$ _____
4.	Construction Services General Conditions Budget - Lump Sum Total	(The State will insert value from RFP Attachment 6.3., Section D)
CONTRACT BOND RATE (SECTION E)		\$ _____
5.	Construction Bond Amount _____ % x «GMP Target» <i>Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated based on the submitted GMP.</i>	(The State will insert value from RFP Attachment 6.3., Section E and multiply by GMP TARGET)
SUBCONTRACTOR DEFAULT INSURANCE RATE (SECTION E)		\$ _____
6.	Subcontractor Default Insurance Rate: _____ % x 80% x «GMP Target» <i>Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated against the actual estimated value of subtrade costs at the time of the GMP submission.</i>	(The State will insert value from RFP Attachment 6.3., Section E and multiply by GMP TARGET)
CONTRACTOR CONTROLLED INSURANCE PROGRAM (SECTION E)		\$ _____
7.	Contractor Controller Insurance Program _____ % x «GMP Target» <i>Note: This figure is for evaluation purposes only. The stated percentage rate will be calculated against the estimated value of General Conditions, General Requirements, and subtrade costs at the time of GMP submission.</i>	(The State will insert value from RFP Attachment 6.3., Section E and multiply by GMP TARGET)
TOTAL COST ITEMS 1- 7		\$ _____

Note: The Procurement Officer will use the above calculated total cost and the formula below to calculate the Cost Proposal Score. Numbers rounded to 2 places to the right of the decimal point will be standard for calculations.

$$\left(\frac{\text{Lowest Cost of Qualified Cost Proposals}}{\text{Cost of Proposal Being Evaluated}} \right) \times \text{Maximum Cost Points} =$$

SCORE:

State Use - Procurement Officer Signature, Printed Name & Date:

RESPONSE PACKAGE COVER SHEET

CM/GC

SBC PROJECT No. _____

Tennessee Contractor and Professional's License Information

Any blank spaces may cause Proposal to be unacceptable and rejected.

Provide State contractor license number, expiration date, and classifications for Respondent as applicable and in accordance with State of Tennessee licensing law. Provide all names as used for licensing or other legal transactions.

RESPONDENT IDENTIFICATION

Table with 2 columns: Label (Respondent Legal Entity Name, Address, City, State, Zip) and empty input field.

TENNESSEE CONTRACTOR LICENSE INFORMATION

Table with 2 columns: Label (License Number, License Classification(s), License Expiration Date, Monetary Limit) and empty input field.

THE RESPONDENT HAS RECEIVED THE FOLLOWING DOCUMENTATION

Table with 2 columns: Label (Project Program, Designer Program Narrative, Additional Documentation) and empty input field.

THE RESPONDENT HAS RECEIVED THE FOLLOWING AMENDMENTS

Table with 4 columns: Amendment No., empty input field, dated, empty input field.

PRECONSTRUCTION CONTRACT - CONTACT INFORMATION SHEET

Project Information	
Project Title:	
Facility Name:	
Location:	
SBC Project No.:	

Consultant Information			
Consultant: (Legal Entity Name)			
Contract Signatory:		Title:	
Project Contact:		Title:	
Address:			
City, State Zip:			
Email Address:			
Office Phone:		Mobile Phone:	
FEIN/SSN Number:			
PLI Amount (Min. \$1M):			
The Consultant is a/an:	<input type="checkbox"/> Individual		
	<input type="checkbox"/> Limited Liability Company (indicate type below)		
	<input type="checkbox"/> Member Managed <input type="checkbox"/> Director Managed <input type="checkbox"/> Manager Managed <input type="checkbox"/> Board Managed		
	<input type="checkbox"/> Corporation (indicate type below)		
	<input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	
Contractor Place of Incorporation or Organization (Specify State):			
Secretary of State Control Number (Leave Blank if Not Registered):			
Edison Vendor ID Number (Leave Blank if Unknown):			

SCORE SUMMARY MATRIX

	RESPONDENT NAME	RESPONDENT NAME	RESPONDENT NAME
Phase II: General Qualifications & Experience			
<i>EVALUATOR 1</i>			
<i>EVALUATOR 2</i>			
<i>REPEAT AS NECESSARY</i>			
Respondent Average			
Part II: Technical Qualifications & Approach			
<i>EVALUATOR 1</i>			
<i>EVALUATOR 2</i>			
<i>REPEAT AS NECESSARY</i>			
Respondent Average			
Initial Technical Score			
Minimum Technical Score to Interview			
Part III: Interviews			
<i>EVALUATOR 1</i>			
<i>EVALUATOR 2</i>			
<i>REPEAT AS NECESSARY</i>			
Average Interview Score			
Modified Technical Score			
Final Technical Score			
Minimum Final Technical Score to Open Cost			
Part III: Cost Proposal			
Cost Proposal			
TOTAL RESPONSE SCORE:			
<i>Procurement Officer Signature, Printed Name & Date:</i>			

PRO FORMA CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

6.6. *Pro Forma* Master Contract and Contract Attachments

Attachment A: Attestation re Personnel Used in Contract Performance

Attachment B: Pre-Construction Services Payment Schedule

Attachment C: STREAM CM/GC Preconstruction Scope of Services

Attachment D: Direct Personnel Expense Calculation Worksheet

Attachment E: Task Order for Additional Related Services

Exhibit A: Construction Services Agreement

CONSTRUCTION MANAGER / GENERAL CONTRACTOR

MASTER CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
FOR
DEPARTMENT «Customer_Agency»
AND
«Contractor_Legal_Entity_Name»
TO
SBC PROJECT NUMBER «SBC_Project_No»

This Master Contract (the "Master Contract"), by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "Owner" and «Contractor_Legal_Entity_Name», hereinafter referred to as the "Contractor," is for the provision of pre-construction and construction services, as further defined in the "SCOPE OF SERVICES." Owner and Contractor are hereinafter collectively referred to as the "Parties".

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation or Association, Partnership, Joint Venture, or Limited Liability Company.

Contractor Place of Incorporation or Organization: «Incorporation_Location»

Contractor Edison Registration ID # «Edison_ID_»

Secretary of State # «SOS_»

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by the Master Contract.
- A.2. The Contractor shall provide consulting, scheduling, and estimating/cost control services during the Pre-Construction Phase ("PCP") of the project, and shall be the general contractor holding the trade contracts and providing the management and construction services during the Construction Phase ("CP"). As soon as practicable after execution of the Master Contract, the Contractor and the Owner shall negotiate in good faith mutually acceptable terms, conditions, and pricing for a written Construction Services Agreement ("CSA") with a Guaranteed Maximum Price ("GMP"), covering the CP. The Contractor shall competitively procure and contract with the trade contractors and assume the responsibility and the risk of construction delivery within the specified cost and schedule terms and provide a GMP for the scope(s) of work for the project titled «Project_Title», «Project_City», «Project_County» County, Tennessee, SBC Project No. «SBC_Project_No», the "Project". (Refer to STREAM CM/GC Pre-Construction Scope of Services attached hereto as Master Contract Attachment C for a detailed listing of particular requirements).
- A.3. Prior to acceptance of a GMP the Owner may request that the Contractor provide services described in Attachment C, Section 1.1N ("Additional Related Services"). The Owner shall request Additional Related Services through the issuance of Task Orders ("Task Orders") in the form attached hereto as Attachment E.
- A.4. The Contractor shall be required to maintain the following individuals as staff on this project per their response to the Request for Proposal ("RFP"):
- Project Executive: «Project_Executive»
Preconstruction Lead: «Preconstruction_Lead»
Project Manager: «Project_Manager»
Superintendent: «Superintendent»

Substitution of the individuals listed above will be permitted only with the prior written approval of the Owner. The Contractor shall provide written justification and background information on each proposed individual, demonstrating that they have equal or greater experience relative to the project scope. The Owner reserves the right to require additional information, and, at its sole, reasonable discretion, accept or reject the request.

«Project_Title»

«Project_Facility»

«Project_City», «Project_County» County, Tennessee

SBC Project No. «SBC_Project_No»

B. CONTRACT PERIOD:

B.1. Contract Period. The Master Contract shall be effective for the period commencing on the date of full and complete execution of the Master Contract and shall be effective for the period of time necessary for the Contractor to complete construction of the Project to the satisfaction of the Owner and to fulfill all obligations of the CSA with a GMP (the "Effective Period"). In no event shall the Effective Period extend beyond the final completion and close out of the contract for construction related to the Project. The Contractor hereby acknowledges and affirms that the Owner shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

B.2. Term Extension. The Owner reserves the right to extend the Master Contract for an additional period or periods of time. An extension of the term of the Master Contract will be affected through an amendment to the Master Contract. If the extension of the Master Contract necessitates additional funding beyond that which was included in the original Master Contract, the increase in the Owner's maximum liability will also be accomplished through an amendment to the Master Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the Owner under the Master Contract exceed «ML_Amount__Words»/100ths Dollars (\$«ML_Amount__Number») ("Maximum Liability"), the total of which is the lump sum payment for PCP services described in Section C.4. and the possible payment or payments available for Additional Related Services described in Section C.5.

The Maximum Liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under the Master Contract unless the Contractor performs said work, and in which case, the Contractor shall be paid in accordance with Sections C.4. and C.5. below.

C.2. Lump Sum Payment for Pre-Construction Phase Services. Payment by the Owner to the Contractor under the Master Contract for PCP services shall be a lump sum of «PC_Amount__Words»/100ths Dollars (\$«PC_Amount__Number») paid in accordance with the Payment Methodology in Section C.4 below. This amount shall constitute the entire lump sum fee due the Contractor for the PCP services hereunder regardless of the difficulty, materials or equipment required and does not guarantee payment of any such funds to the Contractor under the Master Contract unless the Contractor performs said work. The Master Contract amount includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor for PCP services. This PCP services lump sum fee does not include the amounts that are to be covered under the CSA with a GMP, or any Additional Related Services requested by the Owner.

C.3. Compensation Firm. The lump sum fee liability of the Owner for PCP services under the Master Contract is firm for the duration of the Master Contract and is not subject to escalation for any reason unless amended.

C.4. Payment Methodology (PCP Services). For payment for the PCP services described in Section A.2 of the Master Contract, the Contractor shall submit an invoice, in form and substance acceptable to the Owner and with all of the required supporting documentation, if any, prior to any payment. As a guide for invoicing payments of the PCP services provided by the Contractor, the following percentages for each phase shall be followed:

Schematic Design ("SD") Phase	35%
Design Development ("DD") Phase	35%
Construction Document ("CD") Phase	20%
Conclusion of Trade Contractor Buy Out	10%

The fee for each phase shall be invoiced and payable upon completion and approval by Owner of each phase of PCP services work unless otherwise agreed to by Owner. Fees for SD and DD

Phases may be paid in two approximately equal payments in conjunction with payments to the designer. See Attachment B for Pre-Construction Services Payment Schedule.

Progress payments and final payment for the CP shall be applied for and paid as provided in the CSA with a GMP.

C.5. Payments Methodology (Additional Related Services). The Contractor shall be compensated based on the payment rates herein for units of service authorized by the Owner in a total amount not to exceed the maximum liability established in the applicable Task Order.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, increments of service, or other authorized work, as defined in each Task Order.
- b. The Contractor shall be compensated for said units, milestones, increments of service, or other authorized work based on the following rates:

<u>Service Description</u>	<u>Amount</u> (per compensable increment)
Compensate the Contractor for his employees' time for services as described in the Task Order	A multiple of 1.15 times the employee's Direct Personnel Expense not to exceed \$275.00 per hour. "Direct Personnel Expense" means the actual cost of the employee to the company, which may not exceed 139% of the employee's base salary. Direct Personnel Expense includes the cost of the employee's base salary and mandatory and customary benefits, such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits. See <u>Attachment D</u> – Direct Personnel Expense Calculation Worksheet.
Reimburse the Contractor for the services of third-party contractors for services as described in the Task Order.	A maximum of 1.1 times the amount billed to the Contractor provided such services are procured as follows and approved in writing, in advance, by the Owner. Procurements under \$25,000 may be awarded from a single acceptable quote. Procurements between \$25,000 and \$100,000 may be awarded through direct solicitations to a minimum of three parties. Procurements of \$100,000 or more shall be procured by open, competitive bidding.
Compensate the Contractor in a lump sum for services as described in the Task Order, when the above two are not appropriate.	The lump sum quoted and approved in writing, in advance, by the Owner.

C.6. Travel Compensation. The Contractor shall not be compensated or reimbursed separately for travel, meals, or lodging under the Master Contract.

C.7. Invoice Requirements. The Contractor shall invoice the Owner only for completed increments of service and for the amounts stipulated in Sections C.4 and C.5, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Project Coordinator
 Department of General Services
 Real Estate Asset Management
 312 Rosa L. Parks Avenue
 W. R. Snodgrass Tennessee Tower, 22nd Floor
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Master Contract Number SBC Project No. «SBC_Project_No»
- (4) Customer Account Name: Department of General Services, State of Tennessee Real Estate Asset Management;
- (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
- (6) Contractor Name;
- (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of the Master Contract;
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
- (9) Contractor Remittance Address;
- (10) Description of Delivered Service;
- (11) Total Amount Due for delivered service (as stipulated in Sections C.4 and C.5. above);
- (12) Further, the monthly invoices will include the name of each individual, the individual's job title, the number of hours worked during the period, the hourly rate, the total compensation requested for the individual, the total amount due the Contractor for the period involved, each project expenditure to-date, and total expenditures to date and balance of funds remaining in the Master Contract.

b. The Contractor understands and agrees that an invoice under the Master Contract shall:

- (1) Include only charges for service described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for completed service and shall not include any charge for future work;
- (3) Not include sales tax or shipping charges; and
- (4) Initiate the timeframe for payment (and any discounts) only when the Owner is in receipt of the invoice, and only if the invoice meets the minimum requirements of this Section C.7.

Should the state require the submission of invoices through an electronic project management system Contractor shall utilize said system in lieu of that required above. Regardless of whether the Contractor is required to submit invoice pursuant to C.7. above or to submit them through an electronic project management system, invoices shall maintain the same format and structure.

- C.8. Payment of Invoice. A payment by the Owner shall not prejudice the Owner's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Owner shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.9. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Owner, on the basis of audits conducted in accordance with the terms of the Master Contract, not to constitute proper remuneration for compensable services.
- C.10. Deductions. The Owner reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.11. Prerequisite Documentation. The Contractor shall not invoice the Owner under the Master Contract until the Owner has received the following properly completed documentation:
- a. The Contractor shall complete, sign, and present to the Owner an "Authorization Agreement for Supplier Direct Deposit Form". By doing so, the Contractor acknowledges and agrees that, once said form is received by the Owner, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Direct Deposit. This form can be found at State of TN Supplier Direct Deposit Authorization.pdf. Please follow the instructions at the top of the form regarding submission of the form.

- b. The Contractor shall complete, sign, and present to the State a "Taxpayer Identification Number and Certification Form". The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in the Master Contract. This form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please submit this form with the Authorization Agreement for Supplier Direct Deposit Form as indicated at the top of the form regarding submission of the form.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Owner is not bound by the Master Contract until it is signed by the Parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of the Master Contract, said officials may include, but are not limited to, the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General). Approvals shall be evidenced by a signature or electronic approval.
- D.2. Modification and Amendment. The Master Contract may be modified only by a written amendment signed by all Parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the amendment, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of General Services, the Office of the State Architect, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.3. Termination for Convenience. The Owner may terminate the Master Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Contractor at least thirty days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Owner be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Owner's exercise of its right to terminate the Master Contract for convenience relieve the Contractor of any liability to the Owner for any damages or claims arising under the Master Contract.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under the Master Contract in a timely or proper manner, or if the Contractor violates any material terms of the Master Contract ("Breach Condition"), the Owner shall have the right to immediately terminate the Master Contract and withhold payments in excess of fair compensation for completed services. Time is of the essence in this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by virtue of any Breach Condition and the Owner may seek other remedies allowed by law or in equity for any breach of the Master Contract.
- D.5. Assignment and Subcontracting. The Contractor shall not assign the Master Contract or enter into a subcontract for any of the services provided under the Master Contract without obtaining the prior written approval of the Owner. If such subcontracts are approved by the Owner, each shall contain, at a minimum, sections of the Master Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under the Master Contract.

The Contractor acknowledges, understands, and agrees that the Master Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of

Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

The Contractor acknowledges, understands, and agrees that it and its performance under the Master Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," (the "SBC Conflict Policy"), and that Contractor has read and understands all of the provisions and requirements of same.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Master Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post notices of nondiscrimination in conspicuous places, available to all employees and applicants.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of the Master Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of the Master Contract.
- a. The Contractor agrees that it shall not knowingly utilize the services of an illegal immigrant in the performance of the Master Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of the Master Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the Owner a completed and signed copy of the document at Attachment A, hereto, with each invoice, as described in Section C.7, during the period of the Master Contract. If the Contractor is a party to more than one contract with the Owner, the Contractor may submit one attestation that applies to all contracts with the Owner. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of the Master Contract, and semi-annually thereafter, during the entire Effective Period, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under the Master Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under the Master Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of the Master Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Owner.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of the Master Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Master Contract.
- D.9. Licensure. The Contractor and its employees and all sub-contractors shall be licensed pursuant to all applicable federal, state, and local laws; ordinances; rules; and regulations and shall upon request provide proof of all licenses.
- D.10. Records. The Contractor shall maintain documentation for all charges under the Master Contract. The books, records, and documents of the Contractor, for work performed or money

received under the Master Contract, shall be maintained for a period of five full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State and by the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to the Master Contract shall be subject to monitoring and evaluation by the Owner, and by the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Owner as requested.
- D.13. Strict Performance. Failure by any party to the Master Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of the Master Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Master Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of the Master Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in the Master Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State of Tennessee, agrees to provide insurance coverage as required by construction services agreement with a guaranteed maximum price.

- D.15. Limitation of Owner's Liability. The Owner shall have no liability except as specifically provided in the Master Contract. In no event will the Owner be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under the Master Contract or otherwise. The Owner's total liability under the Master Contract (including any exhibits, schedules, amendments, or other attachments to the Master Contract) shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.16. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, epidemics, quarantine restrictions, or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. A strike, lockout, or labor dispute shall not excuse either Party from its obligations under the Master Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under the Master Contract arising from a Force Majeure Event is not a default under the Master Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers, or business apart from the Master Contract is not a Force Majeure Event under the Master Contract. Contractor will promptly notify the Owner of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the Owner within one day of the inception of the delay), that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. Contractor will not increase its

charges under the Master Contract or charge the Owner any fees other than those provided for in the Master Contract as the result of a Force Majeure Event.

- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of the Master Contract.
- D.18. Governing Law. The Master Contract shall be governed by and construed in accordance with the substantive laws of the State of Tennessee, without regard to its conflicts of choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under the Master Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under the Master Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.19. Entire Agreement. The Master Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. The Master Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.20. Severability. If any terms and conditions of the Master Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of the Master Contract are declared severable.
- D.21. Headings. Section headings of the Master Contract are for reference purposes only and shall not be construed as part of the Master Contract.
- D.22. Boycott of Israel. Pursuant to Tenn. Code Ann. § 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Master Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).
- D.23. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of the Master Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of the Master Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by the Master Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid; by overnight courier service with an asset tracking system; or by e-mail. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or e-mail address set forth below or to that of such party of address, as may be hereafter specified by written notice.

The Owner:

Deputy Commissioner of General Services or designee
State of Tennessee, Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue, 24th Floor
Nashville, Tennessee 37243

The Contractor:

«Contractor_Signatory», «Contractor_Signatory_Title»
«Contractor_Legal_Entity_Name»
«Contractor_Address»
«Contractor_City», «Contractor_State» «Contractor_Zip»

«Project_Title»
«Project_Facility»
«Project_City», «Project_County»County, Tennessee
SBC Project No. «SBC_Project_No»

Email Address: «Contractor_Email»

Mobile #: «Contractor_Mobile_»

Office #: «Contractor_Office_»

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Document Priority. Should any conflict arise within any of the requirements of these Master Contract documents, the documents shall be interpreted in priority in the following order:
1. Construction services agreement with guaranteed maximum price, upon negotiation of its terms and conditions and execution by both Parties, and subsequent amendments, and modifications;
 2. Addenda or amendments to the documents referenced in 3 and 4 below;
 3. The Master Contract and its attachments;
 4. The request for proposal documents, which are incorporated by reference; and,
 5. The proposer's proposal, which is hereby incorporated by reference.
- E.4. Subject to Funds Availability. The Master Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Owner reserves the right to terminate the Master Contract upon written notice to the Contractor. The Owner's exercise of its right to terminate the Master Contract shall not constitute a breach of contract by the Owner. Upon receipt of the written notice, the Contractor shall cease all work associated with the Master Contract. If the Owner terminates the Master Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the Owner and for all satisfactory and authorized services completed as of the termination date. Should the Owner exercise its right to terminate the Master Contract due to unavailability of funds, the Contractor shall have no right to recover from the Owner any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- E.5. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of the Master Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the Owner under the Master Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- E.6. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of the Master Contract.
- E.7. Patents or Copyrights. The Contractor shall indemnify and hold the Owner harmless from all claims or suits which may be brought against the Owner for infringement of any laws regarding patents or copyrights which may arise from the performance of the Contractor under the Master Contract. In any such action brought against the Owner, the Contractor shall satisfy and indemnify the Owner for the amount of any final judgment, or settlement entered into in good faith by the Owner for infringement.
- E.8. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section E.8. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the Owner as additional insured.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall

«Project_Title»

«Project_Facility»

«Project_City», «Project_County» County, Tennessee

SBC Project No. «SBC_Project_No»

verify all required insurance. Such insurance shall be maintained through the life of the Master Contract. Renewal policies or certificates of coverage must be forwarded to the Owner within thirty days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Master Contract.

- a. Workers Compensation and Employer's Liability:
(without restriction as to whether covered by Workmen's Compensation law):
Workers Compensation: according to statute
Employer's Liability:
Each Accident: \$100,000
Disease – Policy Limit: \$500,000
Disease – Each Employee: \$100,000

- b. Commercial General Liability Insurance:
 - 1. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 2. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least \$2,000,000.

- c. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:
Each Occurrence: \$1,000,000

(The remainder of this page left blank intentionally)

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all parties to this instrument. Electronic, scanned, or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

«Contractor_Legal_Entity_Name»:

_____ DATE: _____
«Contractor_Signatory», «Contractor_Signatory_Title»

**STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES:**

_____ DATE: _____
Andy T. Kidd, Commissioner

OFFICE OF THE STATE ARCHITECT:

_____ DATE: _____
Ann McGauran, State Architect

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

_____ DATE: _____
Jason E. Mumpower, Comptroller of the Treasury

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

_____ DATE: _____
Jonathan Skrmetti, Attorney General and Reporter

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	XXX-XXX-XX-XXXX
CONTRACTOR LEGAL ENTITY NAME:	Contractor Legal Entity Name
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of the Master Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of the Master Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

Pre-Construction Services Payment Schedule

BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
AND

CONTRACTOR

SBC Project Number: XXX/XXX-XX-XXXX

Agreed Lump Sum Amount: Amount of Lump Sum
Project Start Date: Full and complete execution of this Master Contract

Lump Sum Fees: Includes pre-construction phase described in Attachment C. Lump Sum Fee are to be paid per the following schedule

Initial Evaluation of Schematic Design Documents	\$ Amount
Design Development Phase:	\$ Amount
Construction Document Phase:	\$ Amount
Conclusion of Trade Contractor Buyout Phase:	\$ Amount

Pre-Construction Lump Sum Fee Total: \$ Amount

NOTE: *If services are completed early, the Lump Sum balance may be invoiced as a final payment*

STREAM CM/GC PRECONSTRUCTION SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

The Construction Manager/General Contractor (“CM/GC”) shall provide Pre-Construction Phase (“PCP”) services and Construction Phase (“CP”) services for the Project described in the RFP and associated documentation, including, but not limited to, development of a Guaranteed Maximum Price (“GMP”).

1.1 PRE-CONSTRUCTION PHASE SERVICES

A. Project Information and Procedures

1. The CM/GC shall meet with the Owner, the Designer, and other design team members to review documents and gain a full understanding of the program, the design documents, the Project scope and all other aspects of the Project. The CM/GC is to become a fully integrated member of the Project team. The CM/GC shall provide feedback on the presented program including, but not limited to, constructability, cost, and potential risk(s) to the Project.
2. The CM/GC, in conjunction with the Designer, shall develop written Project procedures, which will clarify and compliment the Owner’s requirements, to be used as a guide for the management and coordination of the Project. The Project procedures shall incorporate the CM/GC’s knowledge of external environmental factors that could impact Project objectives. These Project procedures could include system selection materials selection, site investigation, code, and other regulatory requirements, HPBr, and other Design related decision-making elements.
3. The CM/GC and the Designer shall work together for the mutual benefit of the Project. Each shall provide support for the other to the greatest extent allowable under their licensure. The Owner may require a partnership agreement to be signed that describes the obligations of this arrangement.

B. Meetings and Key CM/GC Personnel

1. The CM/GC shall provide the designated key personnel who shall consistently attend and participate in meetings scheduled with the Owner and the Designer throughout the duration of PCP services. Such meetings shall be as frequent as needed to support Project progress. Participants shall be as designated in the response to the RFP.
2. The CM/GC shall provide a responsibility assignment matrix (“RAM”) that designates key personnel and assigned task(s). The submitted RAM should be in the form of a RACI (responsible, accountable, consult, and inform) Chart, which is a key tool in the management process as the project team consists of external and internal resources and clearly designates roles and responsibilities. See below for an example:

RACI CHART	Person				
Activity	Brian	Penny	Michael	Peter	Tim
Schedule	R	A	A	A	C
WBS	I	I	A	I	R
Cost Estimate	I	A	A	I	R
Code Review	A	R	I	A	C
Risk Assessment	C	I	C	R	C

3. The CM/GC shall provide the designated PCP services Project Manager to facilitate such meeting, along with the Designer’s Lead Representative.
4. The CM/GC, in conjunction with the Designer, shall prepare and distribute an agenda at least two



working days in advance of meetings. Said agenda shall include design progress, issues, risk registry review, current schedule, current cost, and other items appropriate to the development of the work and as required in subsequent sections of this document.

5. The CM/GC shall record and distribute meeting notes to the Owner, Designer, and other attendees within two working days of meeting. At a minimum, said meeting minutes shall include: attendees list, items completed since previous meeting, items expected for subsequent meeting, key action items, next steps and who those are assigned to, and date of next meeting.
6. Project team members who are assigned to the construction/execution phase should be integrated into the CM/GC process as soon as schedules allow. Confirmation of the key personnel's assignment, and setting the team, is necessary to complete identified project activities and is key in the continuity of the approved program.

C. Phase Determination and Deliverables for PCP Services

1. Phase of Work for the PCP services shall be determined in conjunction with the Design phase services as defined in the SBC-6a Terms and Conditions for Agreement between Owner and Designer. In addition, the buyout phase shall commence upon issuance of the Construction Services Agreement ("CSA") with a Guaranteed Maximum Price ("GMP"), and shall conclude upon execution of all trade subcontracts.
2. CM/GC deliverables for each phase shall be current iterations of all documents required by paragraphs D through G below.
3. CM/GC deliverables for the Design Development Phase shall include the full GMP package as described in Section I below.
4. CM/GC deliverables for the Construction Document Phase shall include a letter of acknowledgement stating that Construction Documents have been submitted that are suitable for permitting and construction.
5. The CM/GC deliverable at the Conclusion of Trade Contractor Buyout shall be a reconciliation of all trade contracts, shall show the balance of the CM/GC's contingency, and shall establish an Owner's reserve if applicable.

D. Value Management ("VM") and Risk Assessment

1. The CM/GC shall advise the Owner and Designer on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems (including exploring alternative and non-traditional building systems), and equipment.
2. The CM/GC shall provide recommendations to the Owner and Designer on the items below, submitting recommendations concurrently to the Owner and Designer in writing:
 - a. Construction feasibility actions designed to minimize adverse effects of labor or material shortages;
 - b. Time requirements for procurement, installation, and construction completion; and
 - c. Factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, and possible economies, which should include conceptual cost estimates based on preliminary designs.
3. The CM/GC shall complete a Value Management Process
 - a. The CM/GC shall create a VM Log, which shall include a list of recommendations including pro/con analyses to achieve a balance between initial costs, life cycle operating costs, aesthetics, and function. The VM log shall document the items to be implemented including the details of such items stated in dollars, time, or other appropriate measures.
 - b. The VM process requires that the basic functionality of the project not be sacrificed as a consequence of any proposed design revisions. A comparison of the Designer's originally submitted and revised construction documents, along with a revised Work Breakdown Structure ("WBS"), as defined and required by paragraph E.4. below, should be analyzed in the effort to control costs and meet the GMP Target.

- c. Cost modifications using VM shall occur according to the following levels of intensity:
 - i. Basic VM – changes in materials, finishes, etc.;
 - ii. Moderate VM – more intrusive construction method and materials changes and modifications to types of construction without changing the overall floor plan; and
 - iii. Intensive VM – Floor plan adjustments that do not change the scope, just the amount of space provided. These should be targeted to right sizing spaces where a room was sized just because it fit, modifying circulation paths, and similar adjustments, which also may include modifying story/height of the building.
 - d. Scope Reduction, defined as elements of the program being reduced or deleted to accommodate the budget, shall only be considered after all efforts associated with subparagraph c above have been exhausted.
 - e. The CM/GC shall also engage in the VM process utilizing the work packages of the WBS. Each item in the VM log shall be presented with a WBS.
 - f. The CM/GC shall present each item to the Owner for acceptance, demonstrating that the project remains within the GMP Target. Upon acceptance by the Owner, each item shall be incorporated into the master WBS, the design documents, and the Construction Cost Estimate.
4. Recommend to the Owner and Designer opportunities to phase issuance of drawings and specifications to facilitate phasing or sequencing of demolition, site work, site utilities, and building construction activities of each phase to improve economies, performance time, and responses to construction resource conditions.
 5. The CM/GC shall not be called upon to provide advice on legal issues or to engage in the practice of architecture or engineering. While the CM/GC's scope of services is in its capacity as a CM/GC, not as a design professional, the CM/GC shall participate to the greatest extent possible in the design process. The CM/GC shall not be responsible for providing architectural or engineering services for the Project.
 6. The CM/GC shall develop and maintain a risk registry through performing a risk management analysis for each aspect of the project. Risk management analysis is an iterative process that must include scope, cost elements, and schedule activities.
 - a. The CM/GC shall determine each risk or opportunity that would impact the project and document its characteristics. The intent shall be to enable the project team to have the knowledge and ability to anticipate the impact of such risks or opportunities.
 - b. The CM/GC's obligations in this paragraph 6, shall be performed through a structured review of project documentation to date that includes comparison to previous documentation and the program.
 - c. The CM/GC shall use documented information gathering techniques in identifying risks or opportunities. Acceptable techniques include Brainstorming, Delphi Technique, Interviewing, SWOT Analysis, and Root Cause Analysis.
- E. Scope of the Work
1. The general scope of the Project has been defined by the Owner through a project program, which contains, in general terms, the Owner's intent for the totality of the Work of the Project.
 2. Scope of Work Document - The CM/GC, in collaboration with the Designer and Owner, shall develop a Scope of Work Document that details elements of design and construction. Development of the Scope of Work Document is an iterative process, and the document shall detail the Work described in the Owner's project program. It will provide a common understanding of the scope among all team members (Owner, Designer, and CM/GC), will provide to the project team a structured version of what is to be delivered, and should assist in managing stakeholder expectations. The Scope of Work Document should convey at a minimum:
 - a. Detailed Narrative of Design & Construction Scope of Work;

- b. Exclusions from Scope of Work;
- c. Scope of Work broken out in a WBS that details the proposed work elements and their cost, duration, and interrelations. WBS should be structured to accommodate the development and detail of the WBS throughout the design process;
- d. Any item in the current document that appears to deviate from the understanding and discussion of the design intent; and,
- e. Assumptions and risk.

The Scope of Work Document shall be updated and maintained throughout the design process.

3. Scope Management Plan - The CM/GC, in collaboration with the Designer and Owner, shall develop a Scope Management Plan ("SMP"), that describes how the scope of the work will be defined, developed, monitored, controlled, and verified throughout the project. Development of the SMP, and detailing of the scope, will begin with the development of the Scope of Work Document. The SMP will detail the project's deliverables and the work required to create those deliverables, and should address at a minimum:
 - a. Deliverables,
 - b. Constraints affecting execution of the work,
 - c. Criteria for acceptance of Scope of Work elements,
 - d. Criteria for dealing with unknown Scope of Work elements, and
 - e. Assumption and risk.
4. Work Breakdown Structure – The CM/GC shall prepare a WBS, which is a hierarchical decomposition of the total scope of work to be defined during preconstruction services and anticipated to be carried out in the construction of the work. Each descending level of the WBS represents an increasingly detailed classification of the construction work ultimately culminating in individual planning packages, and the level of detail of which shall be commensurate with the level of detail associated with the current phase of design. The resultant planning packages shall be provided as a part of the GMP. Planning packages will be converted to work packages at project buy out.
 - a. The CM/GC shall create a preliminary summary task list that includes all planned construction activities anticipated on the project.
 - b. Each task shall have a scope of work description that is sufficient in detail to ensure all project team members understand what work is required to be completed.
 - c. During Schematic Design phase, the CM/GC, in coordination with the design team, shall begin the development of the WBS such that it is detailed into major building elements commensurate with the type of project. The WBS at this level should be influenced by the CM/GC's knowledge of the Program, its experience with similar building types and current market conditions, and by input from the design team.
 - d. During the Design Development phase, the CM/GC shall begin the decomposition process into planning packages.
 - i. Tasks shall have durations for which the period of that work is performed and shall have resources and costs associated with that work.
 - ii. Tasks shall have attributes that extend the description of the task by identifying the multiple associated components.
 - iii. The purpose of each task is to:
 - a. Identify the associated resources,
 - b. Ensure all deliverables are accounted for,
 - c. Map work to each deliverable, and
 - d. Ensure that no work is omitted, and no extra work is performed.
 - iv. The WBS shall contain the project WBS Dictionary that provides detailed deliverable, task, and scheduling information. The WBS Dictionary is a document that supports the WBS and should include, but not be limited to:
 - a. Description of the Work,

- b. Assumptions and constraints,
 - c. Responsible organization,
 - d. Schedule milestones,
 - e. Associated schedule activities,
 - f. Resources required,
 - g. Cost estimates,
 - h. Quality requirements,
 - i. Acceptance criteria, and
 - j. Technical references.
5. Constructability Review Process – The CM/GC shall review the design documents and the WBS for opportunities to enhance constructability, including proposals for alternate construction means, methods, and materials. During this process, the project team will systematically identify available efficiencies utilizing the collective knowledge and experience of the Owner, Designer, consultants, and contractors. The CM/GC shall maintain a constructability log recording constructability issues and their resolution. For each item identified, the CM/GC shall also provide the following:
- a. Description with supporting information.
 - b. Listing of associated work elements,
 - c. Cost impacts,
 - d. Risks,
 - e. Detailed recommendation, and
 - f. Project team resolution.

F. Construction Cost Estimate

1. All construction cost estimating prior to establishment of the GMP shall be done conceptually until sufficient detail is available and shall include all items shown, proposed, discussed, and reasonably anticipated within the scope of the work for a complete project. The CM/GC shall be responsible for the cost of items that should have been assumed but were not included in the estimate. Additionally, all estimates shall be within the GMP Target or eventual GMP, with only a refining of the details of the estimate allowed.
2. Within 30 days from the establishment of the WBS, the CM/GC shall develop and communicate in writing to the Designer and Owner for review an initial construction cost estimate that shall be independent from the Designer’s cost estimate (“Designer’s Estimate”). The construction cost estimate shall be kept up to date at all times until it is proposed and accepted as the GMP.
3. The construction cost estimate shall detail the amount for the eventual GMP with sufficient supporting information to communicate each cost activity within each work package that was developed as part of the WBS, and shall further detail the significant contributing costs within each work package to a level of detail appropriate with the level of design. The cost estimate shall be aggregated by work packages in accordance with the WBS, shall provide a clear and concise understanding of how the cost estimate was derived, and shall address at a minimum:
 - a. Basis of estimate,
 - b. assumptions,
 - c. known risks and constraints,
 - d. range of values, and
 - e. confidence levels.
4. The construction cost estimate will be reviewed by the Designer, CM/GC, and Owner for reasonableness and compatibility with the GMP Target at each meeting. The Owner, Designer, and CM/GC shall work together to identify and resolve any differences between the Designer’s Estimate and the CM/GC’s construction cost estimate by reviewing the WBS for any scope variances or alterations that exist.
5. In the event the construction cost estimate exceeds the GMP Target, the Owner, Designer, and CM/GC

will work to reconcile the overage. If in the review of the WBS and associated costs the scope is determined to be valid and in accordance with the proposed project program, the Owner may elect to either revise the Project's scope or increase the GMP Target.

- a. In the event the Owner elects to increase the GMP Target, where no change in scope has occurred, the fee for the CP services may be converted to a lump sum calculated as the Owner's original GMP Target multiplied by the percentage fee proposed in the RFP response.
- b. In the event a redesign is directed by the Owner, the CM/GC will continue to provide its PCP Services as described herein, in conjunction with the Designer's redesign of the Project as necessary to move the Project program back within the GMP Target; in which case, the CM/GC shall do so without additional compensation. The redesign process shall proceed in the same manner as described above until the Project is within the GMP Target

G. Schedule

1. Two types of schedules are required of the CM/GC in the PCP as described in the following sections:
 - a. PCP Schedule, and
 - b. Preliminary CP Schedule.
2. General Schedule Information
 - a. The CM/GC shall prepare, maintain, and communicate the schedules in writing in appropriate detail to enable determination of critical paths and enable Project decision-making throughout the duration of the Project.
 - b. Schedules shall be developed on industry standard software with proven compatibility and ability to maintain baseline schedule and each iteration of the schedule.
 - c. Schedules shall be made readily available to all members of the Project team during the PCP.
3. PCP Schedule
 - a. Meet with the Designer and Owner to develop a PCP Schedule, detailing the services and activities of the Designer, CM/GC, and Owner required during the PCP.
 - b. Within one week of the PCP Schedule development meeting, the CM/GC shall submit an initial version of the PCP Schedule to the Project team for review and acceptance.
 - c. The CM/GC shall monitor and manage the PCP Schedule throughout the duration of the PCP.
 - d. Adjustments to the schedule are to be mutually agreed upon by the Project team with the goal of maintaining the original completion date.
 - e. The CM/GC shall keep the initial PCP Schedule as a baseline and shall provide updated versions throughout the duration of the PCP.
4. Preliminary CP Schedule
 - a. In coordination with the development of the Construction Cost Estimate, the CM/GC shall develop a Preliminary CP Schedule, for submission to the Designer and Owner for review.
 - b. Schedule components shall include:
 - I. Defined construction activities previously established in the WBS, including sequences and durations to document the specific actions to be performed;
 - II. Milestones (zero duration) along the project timeline to assess deadlines, key dates, and potential bottlenecks within the defined construction activities;
 - III. Occupancy dates meeting the Owner's requirements and showing portions of the Project having occupancy priority, if applicable;
 - IV. A proposed date of Substantial Completion that is agreed upon by the Designer and Owner; and
 - V. An analysis of activity sequences, durations, resource requirements, and constraints developed using the Critical Path Method.
 - c. The PCS shall be developed such that the final version, at establishment of the GMP, will be the Baseline Construction Schedule.

H. Subcontractor Participating in PCP

1. Use of Subcontractors in Non-Compensated Capacity
 - a. The CM/GC is permitted to use subcontractors in a non-compensated consulting capacity to assist the CM/GC in scope, schedule, and budget management.
 - b. The use of a subcontractor in a non-compensated consulting capacity shall in no way bind the Owner, Designer, or CM/GC to utilize their recommendations during the PCP.
 - c. The use of a subcontractor in a non-compensated consulting capacity shall in no way bind the Owner, Designer, or CM/GC to utilize their services during the CP and shall not predispose or prejudice the CM/GC toward their selection.
 - d. Should such subcontractors desire to provide a subtrade bid to the CM/GC during the CP, they shall be required to follow procurement procedures required of all bidders.
2. Use of Subcontractors in Compensated Capacity
 - a. The CM/GC is permitted to use subcontractors in a compensated consulting capacity to assist the CM/GC in scope, schedule, and budget management.
 - b. The use of a subcontractor in a compensated consulting capacity shall preclude that subcontractor from further participation in bidding or construction.
 - c. Such subcontractors shall be compensated by the CM/GC out of their Pre-Construction Services Fee, with no provision for additional compensation from the Owner.
 - d. Any use of subcontractors in this capacity shall be reported to the Owner.
3. Use of Subcontractors in a CM/GC Capacity
 - a. The CM/GC may request approval of the Owner to procure selected subcontractors in a subcontractor construction management ("S/CM") arrangement.
 - b. S/CM procurement shall generally follow State procurement procedures normally utilized to procure a CM/GC.
 - i. S/CM responses shall include both qualifications and cost components.
 - ii. Costs shall be provided in a separately sealed and labeled package and make up at least 30% of overall scoring.
 - iii. The CM/GC shall include in the solicitation for a S/CM an anticipated cost of the work being solicited and an anticipated duration for such work.
 - iv. The S/CM(s) shall be required to include labor rates for construction phase services which will also be evaluated as a part of the solicitation.
 - v. The cost proposal[s] shall include at a minimum S/CM services lump sum fee, S/CM construction services fee, S/CM monthly General Conditions, S/CM lump sum general condition, and S/CM bond rate.
 - vi. The S/CM's participation in PCP services will not guarantee its continued participation in CP services.
 - c. S/CM shall be compensated for PCP services by the CM/GC out of their Pre-Construction Services Fee, with no provision for additional compensation from the Owner.

I. GMP for Construction

1. The GMP shall be an all-inclusive cost based on the Scope of Work Document as required by Section E above. The GMP shall not include costs for any assumptions which have not been accepted by the Project Team. Costs shall be summarized on the form as provided by the Owner. The GMP shall not exceed the GMP target as established by the Owner.
2. GMP establishment shall be reflected in the PCP services schedule and no later than 45 calendar days after acceptance of the Design Development phase documents by the Owner. Notice to proceed to the Construction Document phase will not occur until the Design Development phase documents and GMP have been accepted by the Owner, unless mitigating circumstances warrant otherwise.
3. By the nature of the CM/GC delivery method, the CM/GC agrees and accepts greater responsibility for

coordination and understanding of the design intent than is normally required in a hard bid delivery method. As such, the GMP shall contain all elements necessary to deliver the Work. This obligation is in addition to the diligence required by STREAM General Conditions and Supplementary Conditions of the Contact for Construction.

4. The GMP shall be solely based on the estimating of the CM/GC as a natural outgrowth of estimating done to date and shall not be a new estimating exercise. The CM/GC may utilize trade subcontractor or supplier pricing in the development of its estimate; however, no solicitation of cost information shall bind the Owner or the CM/GC as if bidding had occurred. Furthermore, the CM/GC shall not enter into binding contracts with trade subcontractors or suppliers for construction work until after the CSA for a GMP is negotiated and executed.
5. The CM/GC shall submit to the Owner a GMP in a format to be provided by the Owner. The GMP shall include all construction related costs as follows:
 - a. Lump Sum General Conditions from RFP Response, escalated as described in Section I.9 below;
 - b. Monthly General Conditions from RFP Response, escalated as described in Section I.9 below, multiplied by the agreed upon duration in months;
 - c. General Requirements as proposed by the CM/GC, not to exceed 3% of the Trade Costs, as defined in paragraph d below. General Requirements shall include all work performed directly by the CM/GC for the benefit of the Work, including self-performed trade work or shared direct costs associated with the work of trade subcontractors. Examples may include scaffolding, lifts, and material and personnel hoists;
 - d. Trade Costs within the GMP shall be presented in the previously established WBS planning packages. The Owner reserves the right to allow the CM/GC to include allowances. Should allowances be included as a trade cost line item, any remaining value shall not be available to the CM/GC to offset overages associated with other trade cost line items. The unused balance of any allowance shall be committed to an Owner's reserve fund within the CSA;
 - e. CM/GC Contingency, as defined in Section I.8. below;
 - f. Construction Services Fixed Fee as calculated based on the percentage provided in RFP Response;
 - g. P&P Bond as calculated based on the rate provided in RFP Response;
 - h. Subcontractor default insurance as calculated based on the rate provided in RFP Response; and
 - i. CCIP as calculated based on the rate provided in RFP Response.
6. In the event the GMP exceeds the GMP target, the Design Development Phase shall not be considered complete. The CM/GC shall continue to provide PCP services in conjunction with the Designer until the GMP is within the GMP Target.
7. The CM/GC shall perform the work set forth in this paragraph I. above without additional compensation over and above the lump sum pre-construction fee provided in the Master Contract.
8. CM/GC-GMP Contingency
 - a. The GMP shall include a construction contingency ("CM/GC-GMP Contingency"), in an amount approved by the Owner, not to exceed 3% of the Trade Costs, to help reduce the risks assumed by the CM/GC in providing the GMP for the Project. The Owner retains the right to specifically request a revision to the amount of the contingency prior to the Owner's acceptance of the GMP. The Owner and the CM/GC acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including, but not limited to, those resulting from:
 - i. Incomplete items, unclear items, unrefined design, or undefined standards of quality, that were not present in or reasonably inferable from, the Design Development phase documents;
 - ii. Scope gaps between trade contractors;
 - iii. Unforeseen field conditions, circumstances, occurrences, or errors and omissions in the contract documents which would not have been reasonably detected or anticipated

- during the execution of the CM/GC's PCP duties; and/or
- iv. A net overage in all executed trade cost subcontracts, excluding those trade costs derived from allowances.
- b. The CM/GC shall provide written justification and relevant substantiating estimate with back-up as verification that the CM/GC-GMP Contingency funds are being used accurately and correctly. Any use of the CM/GC-GMP Contingency funds requires mutual agreement by the CM/GC and Owner through the execution of a Field Order by the Owner. The CM/GC shall document the change on its copy of the construction documents that will be used as a part of the record documents. The use of the CM/GC-GMP Contingency funds shall not be unreasonably withheld; however, the Owner reserves the right to reject the use of funds when they are inadequately justified or inaccurate.
 - c. The amount of the CM/GC-GMP Contingency is the maximum sum available to the CM/GC to cover costs incurred as a result of such unanticipated causes or details. Cost overruns in excess of the amount of the CM/GC-GMP Contingency will be borne by the CM/GC, unless the GMP is adjusted pursuant to the terms of the CSA executed by the CM/GC and the Owner. If all of the funds in the CM/GC-GMP Contingency are expended, or, in the event the cost of the work exceeds the GMP and any adjustments as may be due under the terms of the CSA, the CM/GC shall continue to perform all of its obligations at no additional cost to the Owner until the work is complete. The CM/GC shall be responsible for paying all costs, in accordance with the terms of the CSA that may be necessary to complete the work, even if such costs are in excess of the GMP.
 - d. The CM/GC-GMP Contingency is not available and shall not be used for the costs of CM/GC activities including, but not limited to, the following:
 - i. Correction and/or completion of work that is not depicted in the contract documents, but which is common industry practice in similar situations or uses;
 - ii. Correction of deficient or defective work that is not depicted in the contract documents that enables work to comply with all applicable statutes, codes, and ordinances;
 - iii. To supplement the CM/GC's own office or field staff, beyond the levels or commitment originally agreed to, without prior written consent of the Owner;
 - iv. To reimburse CM/GC for errors or omissions in subcontractor or supplier take offs or bids;
 - v. To reimburse CM/GC for insurance deductibles or any costs that are recovered by the CM/GC from insurance;
 - vi. To reimburse CM/GC for any costs that are recovered by the CM/GC from sub-contractors, suppliers, or any other source;
 - vii. Payment of liquidated damages, reimbursement of additional consultant services due to deficient or delayed work, or similar back charges or damages from the Owner caused by the CM/GC; or
 - viii. Any other use that is for the sole use, benefit, or convenience of the CM/GC and would not create any additional benefit to the Owner or the Work beyond the benefit conveyed prior to the execution of the CSA by the CM/GC and the Owner.
9. Modifications to General Conditions are permitted under the following circumstances.
 - a. If the execution date of the CSA is expected to be delayed by the Owner more than six months from the anticipated date for start of construction stated in the RFP, the Lump Sum General Conditions and the Monthly Lump Sum General Conditions provided in the Cost Response to the RFP may be escalated. This escalation shall be relative to the Producer Price Index for Nonresidential Construction (WPU801) from one month prior to the month denoted in the RFP to the latest data available in the index. If the delay is due to design and related adjustments due to meeting the state's budget, such as involving value engineering exercises, no escalation will be permitted.

- b. If the GMP Target is raised such that it exceeds the GMP Target stated in the RFP by more than 10%, items directly related to the cost of the Work, such as permit fees, Builder's Risk insurance, and other proportionate items may be escalated by the same percentage as the GMP Target increased.
- c. If the Scope of the Work is increased such that additional General Conditions items are required by that change, additional Monthly General Conditions may be requested. Sufficient justification must be provided demonstrating that the CM/GC will not be able to adequately perform the Work under the General Conditions proposed in the Cost response to the RFP. Justification shall include delineation of General Conditions from the RFP, written description of the proposed changes and why the original assumptions became outdated, and the proposed cost adjustments relative to the original cost assumptions.

J. Acceptance of the GMP and Proceeding with the CSA

- 1. Upon acceptance by the Owner of a GMP, the Owner and the CM/GC shall execute the CSA which shall include the approved GMP.
- 2. All required bonds and insurance shall be provided in accordance with the terms of the CSA, and shall be furnished upon CM/GC signature of the CSA.
- 3. All costs associated with the GMP are subject to audit at Owner's discretion. The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the CSA. The Owner and the Owner's accountants or other representatives shall be afforded access to the CM/GC's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the CM/GC shall preserve these for a period of five years after final payment, or for such longer period as may be required by statute. Any such audit shall be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS). Copies of such audits shall be provided to the Tennessee Comptroller of the Treasury, the Department of Finance and Administration, and shall be made available to the public.

K. Non-Acceptance of the GMP and Termination

- 1. The Owner, at its sole discretion, may decline to proceed with a CSA based on the CM/GC's GMP for the Project, and thereupon, without penalty, the contract services for the Project shall terminate at the end of the PCP.
- 2. In any event, such termination shall likewise terminate all further services and obligations of the CM/GC for the Project. The CM/GC shall accept the lump sum contract amount for PCP services completed to date as full and complete reimbursement of all costs and services performed by the CM/GC for PCP services, and shall not be entitled to any further amount for such services related to portions of the work that have not been completed. Thereafter, the Owner shall have the right to continue its activities to place the Project under construction with no obligation or restriction regarding the CM/GC and with full ownership and use of any data and information developed during PCP services.
- 3. Notwithstanding the forgoing to the contrary, in the event that a CSA has been previously executed for a portion of the work, and the owner declines to proceed with any proposed amendments to the CSA, the CM/GC shall be required to continue and complete the scope of work under the previously executed CSA or any amendments thereto.
- 4. Termination under this Section is in addition to the termination provisions set forth elsewhere in the Contract, including, but not limited to, the conditions of the Contract included in the CSA.

L. Support Ongoing Project Design Activities

- 1. Upon acceptance of a GMP for all or a portion of the Work, and despite the execution of any CSA, the

CM/GC shall continue to perform PCP services without additional compensation as required to support ongoing design activities including:

- a. Completion of Construction Documents;
 - b. Design to implement phased construction activities or amendments to the CSA;
 - c. Design activities related to administration of allowances within the CSA; or
 - d. Design activities related to coordination of activities requiring delegated design.
2. Modifications to the CSA by change order or directive during the execution of the Work of the CSA shall have PCP services but shall be compensated according to the terms and conditions of the CSA.

M. Ownership of Documents

All data, information, material, and all copies thereof, developed by the CM/GC or in the CM/GC's possession or control, relating to the Project are the property of the Owner and shall be turned over to the Owner within fourteen calendar days after the Owner's request. However, the CM/GC may keep its own counterparts of executed agreements and one duplicate of its other data and documents for its own records but not for reuse.

N. Providing of Additional Related Services

The CM/GC may be requested to provide Additional Related Services to support ongoing design activities of the Designer. Services that may be requested include:

1. Site Investigations – Intensive or destructive investigations where the Designer cannot investigate on their own by conventional means of readily observable circumstances.
2. Testing – Third party testing to determine the composition of existing materials such as hazardous or geotechnical studies.
3. Delegated Design – Design of components of the Work that cannot be performed by the Designer due to their unique, proprietary, or sole source nature and the design work must be completed prior to the execution of the CSA. Sole source products require additional approval from the Owner.
4. Production of Samples or Models – Construction of samples or models for approval of the Designer and/or Owner to approve and set standards for quality, finishes, layouts, or other criteria that are required to determine a GMP.
5. Other Related Services – other similar services that are normally performed under the oversight of a contractor and must be accomplished prior to the execution of the CSA.

1.2 CP SERVICES

The CM/GC shall provide CP services as required by the Contract Documents including, but not limited to, the CSA's General Conditions of the Contract for Construction, current version at the time of the acceptance of the GMP, and all additional documents enumerated in Article 1 of the CSA to affect the complete construction of the Project and to maintain the established GMP and Contract Time of the Project. The CM/GC shall continue to perform PCP services as described in this contract during construction as required relative to the work and changes being performed.

During the performance of the CSA, the CM/GC may self-perform Project work to assist with the coordination of subcontracts and minor Project facilitation. The CM/GC shall not perform trade contract work. The maximum percent of the GMP that the CM/GC can self-perform shall be three percent.

Trade Contractor Buy Out is defined as the time frame after the execution of the CSA during which the CM/GC is receiving and accepting bids, performing any bid leveling, and executing associated trade subcontracts. Trade Contractor Buy Out may overlap with the CD phase and is expected to be substantially completed within 90 days of the completion of the CD phase.

DIRECT PERSONNEL EXPENSE CALCULATION WORKSHEET

Cost of Benefits	
FICA	\$ -
State Unemployment Compensation Expense	\$ -
Workers Compensation Expense	\$ -
Health Insurance Expense	\$ -
Retirement Expense	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Cost of Benefits	\$ -
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Total Cost of Salaries	\$ -
-------------------------------	------

DPE Calculation

$\frac{\text{Total Cost of Benefits}}{\text{Total Cost of Salaries}} + 100\% = \text{DIRECT PERSONNEL EXPENSE}$

DPE =	
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- Notes:**
- Salaries include sick leave, holidays, and vacation time
 - Direct Personnel Expense MAY NOT exceed 139% of the individuals base salary for Contracts with the State
 - This work sheet should accompany all hourly rate schedules provided to the State

TASK ORDER FOR ADDITIONAL RELATED SERVICES

«Date»

«Contact_First_Name» «Contact_Last_Name»
 «Consultant_Firm»
 «Address_Line_1»
 «City», «State» «ZIP_Code»

RE: **SBC Project No. «SBC_»-«Vendor_»**
Task Order # «Vendor_»-«Task_Order_»
 «Project_Title»
 «Project_Location»
 «Project_City», «Project_County» County, Tennessee

Dear Mr. «Contact_Last_Name»,

Please consider this Task Order as your notice to proceed with the work set forth in the Cost Proposal (the “Authorized Work”), which has been attached hereto and shall be considered a part of this Task Order. This Task Order is issued pursuant to the terms of Master Contract between the Parties for SBC Project No. «SBC_»-«Vendor_». If not specifically specified in the Cost Proposal, you are hereby authorized to make site visits and perform any other services necessary or desirable to allow you to complete the Authorized Work. The approved budget for the Authorized Work is delineated in the table below. This is a “Not to Exceed” budget and includes amounts for all expenses (as defined in the **Master Contract**) that may be payable in connection with the completion of the Authorized Work. No amounts will be paid by the State in connection with the Authorized Work unless such sums have been previously approved in writing by the Owner.

Description of Usage:

The original Sum of the Additional Related Services Allowance:	\$0.00
Net Usage of the Additional Related Services Allowance previously authorized:	\$0.00
The Sum of the Additional Related Services Allowance prior to this Usage:	\$0.00
This modification (<i>increases/decreases</i>)-the allowance:	\$0.00
The new sum of the Additional Related Services Allowance:	\$0.00

Please reference the SBC Project No. «SBC_»-«Vendor_», the **Task Order Number** and the **Project Location and Description** on all correspondence and invoicing related to this Task Order. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

APPROVED:

**STATE OF TENNESSEE
 DEPARTMENT OF GENERAL SERVICES**

**DESIGNER
 «Design_Firm»**

Development Manager

«Designer_First_Name» «Designer_Last_Name»

STATE OF TENNESSEE

Real Estate Asset Management

Construction Services Agreement Between Owner and Construction Manager / General Contractor

where the Basis of Payment is a GUARANTEED MAXIMUM PRICE

Use only with the coordinated documents identified in the current Designers' Manual for projects of the State Building Commission of Tennessee

AGREEMENT

made as of the day of in the year of Two Thousand Twenty-Six

BETWEEN the Owner: STATE OF TENNESSEE, General Services

and the Contractor:

the Project: «Project_Name» «Project_Name_line_2» «Project_City_», «Project_County», Tennessee SBC Project No. «SBC_Project_No»

the Designer: «Designer_Name» «Designer_Address_1» «Designer_City», «Designer_State» «Designer_Zip» «Designer_Contact»

The Owner and the CM / GC agree as set forth below.

005223-1

ARTICLE 1
THE WORK AND THE CONTRACT DOCUMENTS

- 1.1** The Construction Manager / General Contractor shall perform all the Work required by the Contract Documents for the Project identified on page one.
- 1.2** The Contract Documents include the Master Contract and the Individual Contract elements of the Contract Documents identified below in Paragraph 1.4. These form the Contract and together constitute the entire agreement between the Owner and the Contractor, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Paragraph 1.4.
- 1.3** Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 1.4** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

The Construction Manager / General Contractor (CM/GC) Master Contract

between the State of Tennessee, Department of General Services and
for the project titled:

«Project_Name»
«Project_Name_line_2»
«Project_City_», «Project_County», Tennessee
SBC Project No. «SBC_Project_No»

This Agreement

Conditions of the Contract:

Terms and conditions of the CSA shall be STREAM section 00 72 13, AIA Document A201-2017 General Conditions of the Contract for Construction as modified, current edition as of the date of acceptance of the GMP, and other related specifications sections and Supplemental General Conditions as determined during the design phases.

Design Development Documents, dated as follows and the design intent associated therein:

GMP Budget Questions:

Value Engineering Revisions

The portions of the following addenda as pertain to the documents listed above:

Scope of Services and Deliverables

005223-2

Standard Bidding and Construction Documents applicable to the CM/GC's Work that are to be included are in the Owner's Designers' Manual

00 38 60	Disqualified Contractors and Subcontractors
00 54 00	Agreement Form Supplement
00 61 13	Contract Bond
00 61 43	Roof Bond
00 72 13	General Conditions
00 73 15	Supplementary Conditions (General Work)
01 21 19	Allowances
01 22 19	Unit Prices
01 26 00	Contract Modification Procedures
01 26 10	CM / GC – GMP Contingency and Owner Reserve Procedures
01 26 20	Weather Delays
01 26 25	Weather Delay Report
01 26 39	Form For Field Order
01 26 40	Form for Amendment, Change Order, or Directive
01 26 55	Form for Price of Work
01 26 56	Form for Price of Time
01 26 50	Cost Itemization Form
01 29 73	Schedule of Values
01 29 76	Payment Procedures
01 29 76.13	Attestation of Personnel Used in Contract Performance
01 31 13.91	Commissioning Coordination
01 31 19	Project Meetings
01 31 90	Administrative Logs
01 32 15	Progress Schedules and Reports
01 33 91	Commissioning Submittals
01 41 15	Basic Regulatory Requirements
01 43 25	Testing Laboratory Services
01 52 25	Owner's Field Offices
01 62 25	Product Options and Substitutions
01 62 32	Substitution Request Form
01 77 70	Closeout Procedures
01 77 70.91	Contract Commissioning Closeout
01 78 21	Closeout Submittals
01 78 26	Roof Data Form
01 78 36	Total Roofing System Warranty
01 78 39	Total Metal Roofing Warranty
01 78 88	Report of Subcontractors and Suppliers
01 79 13	Demonstration and Training
01 81 14	High Performance Building Requirements

The Owner's Designers Manual can be found online or a version can be requested through the Owner.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced on the date stipulated in the Notice to Proceed; and, subject to authorized adjustments, Substantial Completion shall be achieved for the work and each Phase thereof in accordance with the number of calendar days Contract Time allotted each, from and including the Commencement of each, wholly and severally for the Work of each Phase.

_____ **Calendar Days From the Notice to Proceed for the Work.**

2.2 Liquidated Damages, as set forth in paragraph 9.12 of the General Conditions, are _____ **Per Calendar Day**

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an amount not to exceed the Guaranteed Maximum Price, also referred to as the "Contract Sum", of

3.2 The Guaranteed Maximum Price (GMP) is determined as follows:

General Conditions Budget:	\$
Self-Perform / General Requirements Work:	\$
Trade Contracts:	\$
Subcontractor Default Insurance:	\$
Contractor Controlled Insurance Program:	\$
CM / GC Contingency:	\$
CM / GC Construction Services Fixed Fee:	\$
Project Related Cost (Bond Amount):	\$

Guaranteed Maximum Price:	\$
	«Recommended Amt Award numbers»

3.3 Unit Prices will be used as specified.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement entered into as of the day and year first written above as witnessed:

**BY CONSTRUCTION MANAGER /
GENERAL CONTRACTOR:**

Signature: _____

Name: _____

Title: _____

**AND BY OWNER: STATE OF TENNESSEE
Department of General Services**

APPROVED: _____ **Date:** _____

Jeffrey H. Holmes, Interim Commissioner
Department of General Services

APPROVED: _____ **Date:** _____

Ann McGauran, State Architect

APPROVED: _____ **Date:** _____

Jason E. Mumpower, Comptroller of the Treasury
for compliance with policy and statute

APPROVED: _____ **Date:** _____

Jonathan Skrmetti, Attorney General
for form and legality

END of AGREEMENT FORM for the Project titled:

«Project_Name»
«Project_Name_line_2»
«Project_location»
«Project_City_», «Project_County», Tennessee
SBC Project No. «SBC_Project_No»

005223-5