

# **Additions & Renovations to Gatlinburg Convention Center Gatlinburg, Tennessee**

## **Request for Qualifications & Proposals for General Contractor**

The contract will be cost of the work plus a fee  
with a guaranteed maximum price

August 14, 2020

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**SRA Architects, Inc.**  
3413 Forest Street  
Pigeon Forge, TN 37863  
(865) 428-3057

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SECTION 00100

INSTRUCTIONS TO PROPOSERS

INVITATION FOR QUALIFICATIONS & PROPOSALS FOR GENERAL CONTRACTORS

Proposals for the General Contractor for Additions & Renovations to Gatlinburg Convention Center, Gatlinburg, Tennessee, shall be received as follows:

OWNER: City of Gatlinburg

ATTENTION: Robert L. Holt, Finance Director, 865-436-1403

LOCATION: Gatlinburg City Hall  
1230 East Parkway, P.O. Box 5  
Gatlinburg, Tennessee 37738

CUT OFF DATE/TIME: September 24, 2020, 4:00 p.m. (No Formal Opening)

Schematic Drawings and other Documents may be examined at the following location:

SRA Architects, Inc.  
3413 Forest Street  
Pigeon Forge, Tennessee 37863

Copies of the Schematic Drawings for proposal may be obtained by General Contractors at Knoxville Blue Print at 622 Leroy Ave., Knoxville, TN 37821, Phone 865-525-0463. The Contractor shall bear the cost of the prints, which is non-refundable.

Subcontractors, vendors and suppliers who desire individual drawings and specifications may obtain them from Knoxville Blue Print, 8705 Unicorn Drive, Suite A-118, Knoxville, TN; or from the Architect, and shall pay their set rate for copies, which is non-refundable.

All proposers must be licensed contractors as required by the Contractor's Licensing Act, enacted by the General Assembly of the State of Tennessee.

Proposal envelope shall contain the Proposal Form, and have typed on the front:

Name of Project  
Proposers Name and Address  
License Number  
Date of Expiration of License  
License Limitation  
License Classification

INSURANCE

Insurance requirements are specified in the General and Supplementary Conditions.

## EXAMINATION OF DOCUMENTS AND SITE

The contractor shall visit the site of the proposed work, shall examine and compare the drawings, and shall become fully acquainted with the existing conditions, difficulties, and conditions attending the execution of the work proposed to be performed.

## INTERPRETATIONS AND ADDENDA

If, during the proposal period, the Proposer finds discrepancies, ambiguities, omissions, or is in doubt as to meaning or intent of document, he shall notify the Architect not later than seven (7) days prior to Proposal Date. Such necessary clarifications, information, interpretations, or amendments shall be issued in the form of written addenda to the Drawings, issued to all holders of complete sets of drawings, simultaneously.

No request for interpretation or clarification shall be received or answered later than five days prior to the proposal date. Architect will not be responsible for oral interpretations or instructions during the proposal period.

Addenda are incorporated, by reference, into the contract. Failure of any proposer or sub-proposer to receive any addenda shall not relieve the proposer of any obligation with respect to his proposal, and it shall be the sole responsibility of each proposer to ensure that he has received all addenda.

## PROPOSAL REQUIREMENTS – PROPOSALS

Contractors or subcontractors proposing work under the same contract, which exceeds \$25,000.00, must be licensed in accordance with State of Tennessee requirements.

The proposal must be submitted in a standard-sized envelope. Required information must be placed on the front of the envelope or the proposal will NOT be opened. Information shall be as required in the Instruction to Proposers.

Do not remove Proposal Form included in Project Manual. The Contractor may obtain additional copies of the Proposal Form from the Architect at the cost of reproduction, or he may machine-copy the form, or he may type the form on his own letterhead.

Complete the Proposal Form in duplicate, enclose in sealed envelope, properly complete required information requested on face of envelope and submit at the specified time and place.

Proposals received prior to opening shall be securely kept unopened. Proposals received after opening shall not be opened but shall be returned to proposer unopened.

Include information relative to proposal within sealed envelope. Information appearing outside of envelope shall not be considered.

## AWARD OF CONTRACT

Proposals will be evaluated according to the following criteria:

1. Project understanding
2. Project plan
3. Key personnel – additional information
4. Trade contractor and major vendors may have not been selected, but a list could be provided.
5. Preliminary cost estimate
6. Previous construction experience of similar scope

7. Reference
8. On-time completion record
9. On-budget completion record
10. Previous experience with an operating building
11. Other factors or information not previously submitted that distinguishes the proposer for the project
12. Fee proposal as a percentage (%) of cost of work
13. Add cost of pre-construction services \$ \_\_\_\_\_ amount.
14. General conditions lump sum/cost per month.
15. General liability insurance as a percentage (%) of project cost
16. Builders risk insurance as a percentage (%) of project cost.

Owner reserves the right to accept or to reject any or all proposals or parts thereof submitted, and to waive any informalities in bidding and to award the Contract in the Owner's best interests.

#### PERMITS AND FEES

The Contractor will be required to obtain a building permit from City of Gatlinburg and fee for permit or any other permit from City of Gatlinburg will be waived. Any other permits or fees, which may be required, shall be the responsibility of the Contractor.

#### TAXES

The Contractor shall pay all local and State sales, consumer, use and other similar taxes required by law.

#### BUSINESS LICENSE

By submitting a proposal, the Contractor certifies that he holds a business license to permit him to perform construction work in Gatlinburg and Sevier County, or that he will pay for and obtain such license prior to commencing work, if he is awarded the contract.

END OF SECTION

# Product Description

# PROJECT DESCRIPTION

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## A. Written Description

1. For proposal purpose the cost of work is \$8,000,000.00 and construction duration of 14 months and 4 phases.
2. Renovate existing public toilets located below the Parkway entrance. Reference drawings SC1.1 and SC1.4.
3. Repair existing exterior steps at the Parkway entrance and the Airport Road entrance. Reference drawings SC1.1 and SC1.5.
4. Provide a new accessible ramp at the Parkway entrance. Reference drawings SC1.1 and SC1.5.
5. Repair and resurface concrete floor in main hall and service area. Reference drawing SC1.1.
6. Replace all finish flooring in convention area. Reference drawings SC1.1 and SC1.2. All carpets in the W.L. Mills Conference Center and associated corridors to be replaced.
7. Renovate two concession stands. Reference drawings SC1.1 and SC1.7.
8. Convert storage area behind Mills Auditorium into meeting rooms. Refinish service corridor to become pre-function space. Reference drawings SC1.2 and SC1.6.
9. Convert kitchen behind Mills Auditorium into storage area. Reference drawing SC1.2.
10. Replace fire shutters in two meeting rooms. Reference drawings SC1.2 and SC1.8.
11. Renovate 2 registration desks. Reference drawings SC1. 1, SC1.2, and SC1.8.
12. Replace existing skylights. Reference drawing SC1.3.
13. Replace existing membrane roof on Convention Center. Sections of membrane roof at the W.L. Mills Conference Center to remain. Reference drawing SC1.3.
14. Replace HVAC systems for the Convention Center. HVAC systems for W.L. Mills Conference Center to remain.

## B. Mechanical Scope of Work

1. Provide labor and equipment to disconnect, demo and remove from site (4) exhaust fans, (4) pumps, (58) water source heat pump units, and cooling tower.
2. Furnish and install new exhaust fans, pumps and water source heat pump units. All equipment will have similar electrical characteristics to allow electrical work to disconnect and reconnect only.
3. HVAC controls to be disconnected and reconnected only. New control wiring, devises or programming has not been included.

## C. Electrical Scope of Work (for support of Mechanical Scope)

1. Electrical work is based on disconnecting existing circuits to existing units and reconnection to the new HVAC equipment.
2. Reuse existing circuit breakers, conduit and wiring.

## D. Architectural Plans (Electronic copies can be emailed if requested.)

1. List
  - Topographical Plat of Parkway Entrance by Land Surveying Services dated 7/10/19
  - SC1.1 Existing Floor Plan – Lower Level
  - SC1.2 Existing Floor Plan – Upper Level
  - SC1.3 Existing Roof Plan
  - SC1.4 Floor Plan – Public Restrooms
  - SC1.5 Entry Ramp Plan
  - SC1.6 Floor Plan – New Meeting Rooms
  - SC1.7 Lower Level Plan – New Family Restroom and Concessions
  - SC1.8 Lower Level Plan – Reception Desk
    - Upper Level Plan – Reception Desk/Meeting Rooms



**Construction Management Services**

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## CONSTRUCTION MANAGEMENT SERVICES

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The GC is being selected in working drawings phase of the Project in order to join with the City of Gatlinburg and the Architect, as a Project Team to provide construction expertise and experience that will assist in decision-making to ensure that procedures are implemented to aggressively manage the construction costs and schedule. The Project design must allow for economical and efficient methods of construction while meeting the functional and qualitative requirements of the Gatlinburg Convention Center. The Owner seeks to select the GC who can best provide the services to achieve these goals.

The services of the GC will be provided in two phases:

1. Pre-Construction Advisory Services: To provide consultation to the Project Team, consisting of the Owner, Architect, and the GC during the working drawings phase of the Project, until such time as a Guaranteed Maximum price (the “GMP”) for construction is accepted by the City of Gatlinburg or its agency. The GC will receive a negotiated fixed fee for Pre-construction services that will include estimating, scheduling, constructability reviews, value-engineering, analysis of alternatives, analysis of construction phasing and site utilization, labor and materials availability.
2. Construction Services (at risk): Management of the entire construction process for the Project, within the GMP, is to be on a schedule that overlaps design and construction to achieve early completion. At the time the GMP is accepted, the GC fee will be set as a fixed amount, based on a predetermined negotiated percentage of the Cost of the Work. The GC fee will include the fee for Pre-construction Advisory Services. During construction, the GC will be reimbursed by the City of Gatlinburg for the documented allowable Cost of the Work as defined in the Owner-General Contractor Agreement plus a prorated portion of the GC Fee. Overrun of the GMP will be the sole responsibility of the GC. Duties of the GC during construction include solicitation and receiving of bids for trade contracts from pre-qualified firms; materials and equipment; maintain qualified management and supervisory personnel on the job; construct the work in accordance with the contract documents; prepare detailed cost estimates and budgets; maintain detailed project cost accounting records; prepare and maintain a detailed Critical Path Schedule with “near-term” partial schedules; conduct regular progress meetings, coordinate work schedules with operation of the Gatlinburg Convention Center and prepare regular progress reports; establish and maintain effective safety programs; commission all building systems and equipment and train personnel, prepare and satisfy punch lists; turnover all required documentation and satisfy warranty items.
  - a. Pre-construction Advisory Services – Identify a fixed fee for all services and expenses to be provided during the working drawings phase of the project, up to acceptance of the Guaranteed Maximum Price (GMP) by the Owner. This Fee will be the basis of the service contract for pre-construction services with the Owner and will be the maximum due the Contractor for pre-construction services. This fee is subject to negotiation before the initial contract award.
  - b. Construction Services –
    1. Contractor’s Fee – State the Contractor Fee, as a percentage of the Cost of the Work, for which your firm will contract to perform the required services. The fee is compensation for the contractor’s profit, corporate overhead and Non-Allowable Costs that may be incurred during the project. This fee will become a Fixed Fee at the time the GMP is accepted and must include the fixed fee for Pre-Construction Services. The Fee is subject to negotiation before the initial contract award.
      - a. Identify what costs are included in your “general conditions”. Provide a sample of your “general conditions” categories and unit costs.
        - 1.a. Definition of Fixed General Conditions.

The fixed General Conditions are not considered part of the Cost of Work and shall include all of the Contractor's costs associated with the following items;

All Labor cost, including payroll taxes, insurance, and benefits for the superintendent, project manager, project secretary, and other administrative, management, executive or supervisory personnel whether located in the field office or in home office location.

All cost related to the field office and home office including office rent, temporary storage facilities, utilities, furniture, telephone, mail, courier, fax copying, project bidding, accounting and payroll activities, sanitary supplies, and office supplies.

All costs of contractor construction signs, clean up (excluding clean up performed by subcontractors), fire extinguishers, safety programs, company vehicles, travel expense, photographs, temporary electricity (excluding usage costs for the permanent electric service if activated by the Contractor prior to Substantial Completion), temporary water, temporary toilets, moving expenses of Contractor's personnel, out of town living cost or per diem, check processing fees, dumpster costs, and debris removal.

All costs specifically listed below.

**Project Management & Supervision:**

- Project Manager
- Assistant Project Manager
- Project Engineer
- Superintendent
- Assistant Superintendent
- Jobsite Secretary
- Office Clerk / Timekeeper
- Jobsite Salaried Employees Benefits
- Jobsite Personnel Moving Expenses
- Vehicle Costs For Any Personnel Listed Above
- Supplemental Expenses / Out of Town Living Costs
- Travel: Any Executive/Management Associated w/ Project
- Any Mileage or Travel Cost of Personnel Listed Above

**Field Engineering:**

- Field Engineer
- Assistant Field Engineer
- Instrument Man
- Rodman
- Survey Equipment
- Field Engineering Supplies
- Building Corners Layout & Control

**Quality Assurance And Control:**

- Quality Manager
- General or "Roving" Superintendent
- Quality Training & Certification
- Testing and Inspection (Not Including 3rd Party Testing)

**Safety:**

- Safety Program and Training
- Safety Signage
- Hard Hats
- Rain Gear, Boots, Etc.
- Eye and Ear Protection
- Safety Belts and Lifelines
- Fire Extinguishers
- First Aid Supplies & Equipment

**Temporary Protection:**

- Temporary Fencing/Gates
- Temporary/Covered Walks
- Protection of Stored Materials
- Protection of Building Elevator Cab
- Building Elevator Operator

**Field Office & Equipment:**

- Office Trailers
- Copy / Fax Machines
- Computer Hardware / Software
- Office Supplies
- Office Furniture
- Postage & Shipping

**Project Documentation:**

- Drawings and Printing (Not C.D.'s)
- Coordination Drawings
- Photos & Progress Reports
- As-Built Drawings
- Submittals/Shop Drawing Printing
- Close Out Drawings / Documentation

**Temporary Facilities:**

Mobilize/Demobilize Trailers  
Storage Trailers  
Mobilization in Building  
Temporary Sheds  
Temporary Ladders  
Temporary Project Signage  
Communication Radios

**Temporary Utilities:**

Temporary Power:  
Trailers  
Temporary Wire/Light/Lamps  
Temporary Water  
Temporary Toilets  
Temporary Heat  
Sanitary Supplies  
Ice/Water/Cups  
Phone System (G.C.'s)  
Telephone Service (G.C.'s)

**Cleanup**

Daily General Clean-Up  
Dumpster Rental  
Dump Fees  
Final Cleaning - Building  
Final Cleaning - Glass  
Final Cleaning - Grounds

**Special Conditions:**

Equipment Insurance  
Vehicle Insurance  
Data Processing / Accounting Costs

- b. Identify overhead costs that are included in the fee that are in addition to profit. Identify overhead costs not included in the fee that will likely be required for completion of this project. Include reimbursable expenses such as travel, etc.

1.b. **Definition of Cost of Work**

**Field Engineering:**

Licensed Survey

**Safety:**

Installation & Maintenance of Perimeter Protection

Install & Maintenance of Opening Protection

Misc. Safety Items or Equipment

**Temporary Protection:**

Security/Alarm Systems

Protection of Existing Facilities

Winter Conditions Requirements

Barricades

Dust Partitions

Protection of New Work

Temporary Roof

Weather Protection

**Material & Labor Staging:**

Temporary Parking

Yard, Lot & Street Rental

Storage Trailers

Personnel/Material Hoist

Hoist Rental

Hoist Operator

Hoist Erection/Dismantle

Hoist Jumps

Hoist Gates

Hoist Landings/Enclosures

Hoist Maintenance

**Temporary Facilities:**

Traffic Control/Flagman

Temporary Stairs & Landings

**Temporary Utilities:**

Temporary Power:

Building

Start-up/Test/Commissioning  
Cranes  
Personnel/Material Hoist  
Temporary Wire/Light/Lamps

**General Equipment and Tools:**

Generators/Fuel  
Pumps/Hose/Fuel  
Air Compressors/Access/Fuel  
General Scaffolding/Staging  
All General Contractor Small Tools  
Supplies and Consumables  
Parts/Repairs  
Freight

**Cleanup**

Trash Chutes

- c. Identify your markup for change orders on work performed by both your firm and your subcontractors.
2. Reimbursable Personnel – Identify the personnel that you propose to be included as Allowable Cost of the work with their proposed hourly billing rates, including all fringes and benefits (Be sure that you comply with the terms for Allowable Costs in the Owner-Contractor Agreement). Rates will be unchanged to the duration of the project. These rates are for comparative purposes only and are subject to verification by the Owner.

The Gatlinburg Public Building Authority intends to enter into a contract with the Contractor using AIA Document A102 Cost of Work Plus A Fee with Guaranteed Maximum Price, AIA Document A201 General Conditions and Supplementary General Conditions (see exhibit B & C) and other attachments prepared by the Owner based on AIA documents. Proposers, as well as their legal and insurance counsel, are expected to have thoroughly reviewed these documents prior to submitting a Technical Proposal. Proposers are expected to utilize the time allowed to ask questions prior to the submission of proposals to clarify any points about these documents.

Affirmatively state your agreement, if selected as Contractor to enter into a contact utilizing the documents as prepared by the Owner’s legal counsel, as may become modified by Addenda to this RFQ/P, without exception.

Please arrange the information in your Statement of Qualifications in the order listed above to facilitate review by the Staff and Architect. Brevity, relevance and clarity will be appreciated.

# Selection Process

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## SELECTION PROCESS

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1. Schedule: The selection of the GC will be a three-phase process: (1) Qualifications, (2) Technical Proposal and (3) Interview (if required).

Public Advertisement	<u>8-14-2020</u>
Release of Request for Qualifications/Proposals	<u>8-21-2020</u>
Proposals due	<u>9-24-2020</u>
Staff & Architect review of Proposals/Interviews if required	<u>9-25-2020 to 10-2-2020</u>
Negotiate Contract	<u>10-5-2020 to 10-9-2020</u>
Recommendation to City Commission	<u>to be determined</u>

It is expected that the GC will commence work on pre-construction services immediately following award of the contract by the City of Gatlinburg Public Building Authority (P.B.A.)

Project Completion for occupancy is To be determined.

2. General:

Proposers must submit a Statement of Qualifications in response to this Request for Qualifications and Proposals, providing the specific information requested below. City Staff and the Project Architect will review the submitted material. Following review, Proposers may be invited for an interview. The City reserves the right to choose whether or not interviews will be required and how many General Contractors will be invited.

The Staff & Architect will attempt to negotiate an acceptable agreement with the highest ranked firm following the interviews and will present its recommendation at the October 2020 meeting of the Gatlinburg City Commissioners or P.B.A. If an acceptable agreement cannot be negotiated with the highest ranked firm, discussions will be terminated, and negotiations will commence with the second highest ranked firm and so on until the process is concluded.

The contract form shall include AIA Document A111 Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Addendum A to the document, AIA Document A201 General Conditions and Supplementary General Conditions. To assure the proposers receive uniform responses to questions and to maintain the integrity of the process the City of Gatlinburg maintains a no-contact policy during the selection process. Written questions to Mike Smelcer (SRA Architects, Inc. at 3413 Forest Street, Pigeon Forge, TN 37863 phone #865-428-3057, fax 865-428-3075) email [msmelcer@sraarchitects.biz](mailto:msmelcer@sraarchitects.biz) seeking answers or clarification of the information contained in this Request for Qualification & Proposals are not prohibited by this policy but are subject to the limitations set forth above. The above Contract shall be entered into by the Proposer and the City of Gatlinburg P.B.A. on behalf of the City of Gatlinburg.

The no-contact policy prohibits an officer, employee, representative or agent of any proposer or any firm affiliated with the proposer from initiating any contact regarding the project with any employee of the City of Gatlinburg, officer, director or staff member of the Gatlinburg Convention Center, or other Gatlinburg Convention Center consultants between the dates of this Request of Qualifications & Proposals and TBD, the date scheduled to the Staff and Architect's review of the RFQ/P submittals.

The City of Gatlinburg or its agency reserves the right to reject any or all proposals and to waive any formalities and technicalities. Nothing contained in this solicitation shall create any legal rights in favor of any proposer, accept any proposer, either in part or in full, that the City of Gatlinburg or P.B.A. deems advantageous to it, to reject any or all proposals or refrain from issuing a contract for this work, whichever is deemed to be in the Owner's best interest.

3. Submission Requirements:

Please submit eight (8) copies of your Statement of Qualifications for the Project, (1) on flash drive and one (1) copy of your Financial Statement, for receipt by not later than 2:00 PM 9/24/2020.

Late or incomplete submittals will not be considered or returned. Telegraphic or electronic submittals will not be accepted.

Please include the following information in your Statement of Qualifications:

1. Company Identification

- a. Provide full legal name of the proposing firm
- b. Mailing address
- c. Contact Person
- d. Telephone and fax Numbers
- e. Provide a brief profile of the proposing firm
- f. Describe years in business
- g. Number of Employees
- h. Annual Volume – Past three years
- i. Notable Accomplishments
- j. Resources or Techniques available that would be of value to this Project.
- k. AIA Document A305 "Contractor's Qualification Statement"

2. Experience

Briefly describe:

- a. Prior Construction projects that your firm has carried out and/or is involved with at this time.
- b. Past experience with construction sites with minimal laydown areas
- c. Past experience in multi-phased projects
- d. Past experience in working in a team/collaborative approach during the Construction Documents and construction phases of a project and value engineering the design as a method to meet the Owner's construction budget
- e. Past experience in completing construction to existing facilities with the existing facility remaining open during the construction phase.
- f. Identify at least five major expansions/renovations that your firm has provided Pre-Construction and Construction Services Projects identified should be \$8 million or greater and must include facilities that remained open for operations including public use throughout the construction process. Include detailed reference information for each of these projects.
- g. On-time Completion Record
- h. On-budget Completion Record

3. Management Approach

With regard to each of the following items, discuss your firm's approach and capabilities, and the practices and techniques used by your firm.

- a. Team Approach
- b. Project Planning
- c. Pre-Construction Services
- d. Construction Services
- e. Subcontractors
- f. Quality Management
- g. Project Closeout and Warranty Administration

4. Project Team

Provide organization chart for the proposed team with specific roles for each of the individuals proposed for the re-Construction Phase of construction Phase. Describe special skills and experience that your proposed team members have that are relevant to this project. (Proposers are cautioned that the Owner will expect that personnel proposed for the Project will perform the work and that there will be a requirement in the Owner-Contractor Agreement to this effect).

5. Safety

- a. Describe your firm’s approach to Safety and your Safety Program
  - b. Provide STET EMR for last three years
6. References – Provide at least four references with contact name, company, address, and phone number familiar with the proposer’s Construction work. Additional references may be requested.
7. Capacity – Describe your firm’s current and projected workload for the term of this project and demonstrate how you can successfully accomplish your commitments if awarded the Project.
8. Self-Performance – Describe your firm’s resources to self-perform construction.
9. Bonding – 100% Performance and Payment Bonds will be required for this Project. Please identify your current bonding capacity and your rate based on \$8,000,000.00 project cost. Has your firm ever defaulted on a bond? If so, please explain briefly.
10. Legal – Has your firm ever initiated legal action against an owner or Owner against your firm? If so, please explain. Provide a list of any pending litigation of any kind and the results of any litigation concluded within the past seven years.
11. DBE Participation – Briefly explain your firm’s experience with DBE Programs and how your firm will seek significant Minority participation in this project
12. Financial – Please provide a single copy of your firm’s latest audited Financial Statement and submit in a separate sealed envelope with the name of the Project, your firm and “Financial Statement” on the outside.
13. Project Plan – Provide a detailed, project-specific description of the proposer’s approach to management of the scope of work for the Project, including (but not limited to) such items as logistics, phasing, traffic control, inclement weather work and use of overtime.
14. Trade Contractors and Major Vendors – Demonstrate your knowledge of and experience with key trade contractors and vendors in the East Tennessee marketplace.
15. Preliminary Cost Estimate – Provide a Schematic level construction cost estimate following the CSI format, plus detail breakdown of General Conditions. Subtotal the Cost of the Work. Add a Construction Contingency calculated at 5% of the Cost of the Work on a separate line. Do not include a Fee on this estimate; it will be submitted separately. Provide a blank Total line for the preliminary Cost Estimate. Identify the point in the development of the Architect’s design that will be appropriate for submission of a GMP proposal.
16. Preliminary Schedule – Provide a critical path method schedule of Pre-Construction and Construction phase activities and milestone, including assumed design duration, review periods, formal cost estimates and early-release packages. Indicate the critical path.

17. Fee Proposal – Submit one copy of your Fee Proposal using the format of Exhibit A., signed by a principal of the firm authorized to make a binding offer, or in the case of a joint venture, signed by similar officials for each joint venturer. Present proposed fees for providing these construction management services.

**Exhibit A - Fee Proposal**

**EXHIBIT A**

**Fee Proposal  
General Contractor  
For the Additions and Renovations to Gatlinburg Convention Center**

Legal Name of Proposer \_\_\_\_\_

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

In response to the RFQ/P dated \_\_\_\_\_ and the following Addenda thereto, the undersigned proposed the following:

Addendum No. \_\_\_\_\_ Pages \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Pages \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned proposes the following:

- a. Pre-Construction Services Fee – For all services and expenses, the fixed amount of \$ \_\_\_\_\_, payable monthly in proportion to the services rendered.
- b. General Services – General Contractor

- 1. Contractor's Fee \_\_\_\_\_% of the Cost of the Work as defined in the Owner-Contractor Agreement. This Fee will become a fixed amount at the time a Guaranteed Maximum Price (GMP) is accepted by the Owner and authorized by Addendum to the Contract and will become the minimum fee due the Contractor unless the Owner authorizes a substantial reduction in scope or the contract is terminated. For net increases to the Cost of the Work authorized by Change Order in excess of \$100,000 above the Cost of the Work stated in the original GMP, the Contractor's Fee will be increased by the same percentage times the net increase in the Cost of the Work. The Contractor's Fee also included the Pre-Construction Services Fee.

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Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2004. The following individual(s) are authorized to make a binding offer on behalf of the Proposer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Position

\_\_\_\_\_  
Company

**AIA Document A111 - Cost of Work Plus a Fee and  
AIA Document A201 General Conditions and Supplementary  
General Conditions**

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SECTION 007200

GENERAL CONDITIONS

PART 1 – GENERAL

A. Standard Form:

The General Conditions of the contract for Construction, AIA Document A201 of the American Institute of Architects, 2007 edition, and hereinafter referred to as the General Conditions, is hereby made a part of these specifications, except supplemented hereinafter.

Where such article of the AIA General Conditions is amended herein, the provisions of such article shall be considered as added thereto. Where any such article is amended, or voided, or superseded shall remain in effect.

The supplementary conditions are hereby made a part of these General Conditions.

The General Conditions govern all sections of the specifications and are as binding as if repeated herein. Copy can be obtained at Knoxville Blue Print, 622 Leroy Avenue, Knoxville, Tn 37921; phone (865) 525-0463.

END OF SECTION



## SECTION 007300

### SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or clause shall remain in effect.

#### ARTICLE 1; GENERAL PROVISIONS

##### 1.1 Basic Definitions

##### 1.1.1 Delete the last sentence of Subparagraph 1.1.1. and substitute the following:

The Contract Documents shall also include the Instruction to Bidders, the Architect's Modifications to Instructions to Bidders, the Bid, the Construction Progress Schedule, the contract Insurance Specifications, the Agreement and Certification of Compliance with Federal Laws and Regulations, the Bonds, and such other documents as the parties may specify in the Agreement. The Agreement, the Instructions to Bidders, the Architect's Modifications to Instructions to Bidders, General Conditions, and Supplementary General Conditions. Specifications and Drawings shall govern where any conflict exists between such documents and any provisions of the Bid or other documents.

##### 1.2 Correlation and Intent of the Contract Documents: Amend 1.2 by the additions of the following:

##### 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

##### 1.2.5 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

#### ARTICLE 2; OWNER

##### 2.2 Information and Services Required of the Owner

Delete Subparagraph 2.2.5 and substitute the following:

##### 2.2.5 The Contractor will be furnished free of charge 7 copies of Drawings and 7 Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

#### ARTICLE 7; CHANGES IN THE WORK

##### 7.3 Construction Change Directives

In the fourth (4<sup>th</sup>) line of paragraph 7.3.6 the words, "a reasonable allowance for overhead and profit" shall be defined as "ten percent overhead and five percent profit".

ARTICLE 9; PAYMENTS AND COMPLETION

9.2 Schedule of Values

Amend 9.2 by the addition of the following:

9.2.2 The Schedule of Values shall be in the form of AIA G703.

9.3 Applications for Payment

9.3.1 Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Refer to paragraph 9.3 and add the following paragraphs:

9.3.1.3 The Contractor shall submit his application for payment as directed in the Project Manual and/or as agreed upon in the Contract for Construction. The Owner shall make progress payments as set forth in the contract, with 5% being retained to assure faithful performance of the contract. In no case shall the retained amount be less than the 5% of the total contract price, however.

9.3.1.4 The full contract retainage may be re-instated if the manner of completion of the work and its progress do not remain satisfactory to the Owner, or if the Surety withholds or withdraws his consent, or for other good and sufficient reason.

9.3.1.5 Upon the Architect's acceptance of substantial completion of the entire work, all retainage less a sum sufficient to cover all incomplete work and unsettled claims may be released to the Contractor.

9.3.1.6 Beginning with the Second Application for Payment, the Contractor shall verify that he has paid all subcontractors and major material suppliers that amount drawn on the previous payment for their respective areas of work.

9.3.1.7 The contractor may apply for payment for materials covered with adequate insurance and suitably stored in approved off-site location on the date of request. Sufficient notice shall be given to the Architect to permit inspection of the material prior to approval of application.

9.11 Liquidated Damages

A. Add Paragraph 9.11 - Liquidated Damages

9.11.1 Time being of the essence, the Contractor agrees to accept the conditions for Liquidated Damages in the amount set forth in the Bidding and Contract Documents for each calendar day in excess of the allotted time for Substantial Completion, or any approved extension thereof, the parties agreeing that the amount of damages resulting from such delay would be uncertain and difficult to prove, and further agreeing that such liquidated damages set forth in the Owner-Contractor Agreement is a reasonable estimate of those damages which could result from a delay.

ARTICLE 11; INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

11.1.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add:  
, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

11.1.1.2 Delete the semicolon at the end of Clause 11.1.1.2 and add:  
or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;

11.1.1.8 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicle.
7. Broad Form Property Damage including Completed Operations.

11.1.1.9 If the General Liability coverage are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation

- (a) State: Statutory
- (b) Applicable Federal (e.g., Longshoremen's): Statutory
- (c) Employer's Liability: \$250,000 Per Accident  
\$500,000 Disease, Policy Limit  
\$250,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury/Property Damage:  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
- (b) Products and Completed Operations to be maintained for 2 years after final payment: \$2,000,000 Aggregate
- (c) Property Damage Liability Insurance shall provide X, C and U coverage.

(d) Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

- (a) Bodily Injury/Property Damage:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted:  
\$2,000,000 Aggregate

5. Business Auto Liability (including owned, non-owned and hired vehicles):

- (a) Bodily Injury/Property Damage:
  - \$1,000,000 Each Person
  - \$2,000,000 Each Occurrence

6. If the General Liability coverages are provided by a Commercial Liability Policy, the:

- (a) General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
- (b) Fire Damage Limit shall be not less than \$50,000 on any one Fire.
- (c) Medical Expense Limit shall be not less than \$5,000 on any one person.

7. Umbrella Excess Liability:

- \$2,000,000 over primary insurance
- \$10,000 retention for self-insured hazards each occurrence

11.1.3 Add the following sentence to Subparagraph 11.1.3:

Write this insurance on Comprehensive General Liability policy form ACORD form 25S.

11.3 Property Insurance

11.3.1 Modify the first sentence of Subparagraph 11.3.1 as follows:

Delete: "Unless otherwise provided, the Owner" and substitute "the Contractor".

Add the following sentences: The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

11.3.4 Delete Subparagraph 11.3.4.

Delete Subparagraph 11.3.6 and substitute the following:

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

- 11.3.7 Modify Subparagraph 11.3.7 by substituting "Contractor" for "Owner" at the end of the first sentence.
- 11.3.8 Modify Subparagraph 11.3.8 by substituting "Contractor" for "Owner" as fiduciary; except at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".
- 11.3.9 Modify Subparagraph 11.3.9 by substituting "Contractor" for "Owner" each time the latter word appears.
- 11.3.10 Modify Subparagraph 11.3.10 by substituting "Contractor" for "Owner" each time the latter word appears.

11.4 Performance Bond and Payment Bond:

Delete Subparagraph 11.4.1 and substitute the following:

- 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
  - 11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
  - 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13; MISCELLANEOUS PROVISIONS

Add the following Paragraph 13.8 to Article 13:

13.8 Equal Opportunity

13.8.1 The Contractor shall maintain policies of employment as follows:

- 13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
- 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in the solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

### **13.8.1.3 DRUG-FREE WORKPLACE LAW**

Public Chapter No. 918 – This public chapter requires all private employers that provide construction services to the state or any local government to have a drug-free workplace program that complies with Tennessee’s drug-free workplace law (Tennessee Code Annotated, Sections 50-9-101 through 50-9-112). When a private employer bids on this type of work with the state or local government, the employer must submit an affidavit specifying that it has complied with the drug-free workplace law.

END OF SECTION