

This is to certify that these minutes were approve by the Hamblen County

Legislative Body on

Nov. 19, 2020

Howard Shipley

Howard Shipley, Chairman

Penny Petty

Penny Petty, Hamblen County Clerk

BE IT REMEMBERED that the Legislative Body for Hamblen County, Tennessee met at a special called meeting on October 6, 2020 at 5:30 p.m. in the Hamblen County Courthouse with the Honorable Howard Shipley presiding.

The Legislative Body was opened by Courtroom Officer Jennifer Dolan.

Invocation was given by Commission Chairman Howard Shipley.

The Pledge of Allegiance was led by Commissioner Tim Goins.

Upon roll call the following members were present:

Jeff Akard	Joe Huntsman
Eileen Arnwine	Wayne NeSmith
Chris Cutshaw	Mike Reed
Thomas Doty	Howard Shipley
Tim Goins	Jim Stepp
Bobby Haun	Taylor Ward
Tim Horner	

Absent: Randy DeBord

Motion by Tim Goins, seconded by Jim Stepp to approve the contract with HEA Engineers, LLP for commissioning services for the Justice Center project.

Voting for	Voting against
Eileen Arnwine	Jeff Akard
Chris Cutshaw	Wayne NeSmith
Thomas Doty	Mike Reed
Tim Goins	Taylor Ward
Bobby Haun	
Tim Horner	
Joe Huntsman	
Howard Shipley	
Jim Stepp	

Absent: Randy DeBord



# AIA® Document C203™ – 2017



## Standard Form of Consultant's Services: Commissioning

for the following PROJECT:  
(Name and location or address)

Hamblen County Justice Center  
511 West Second North Street  
Morristown, TN 37814

THE OWNER:  
(Name, legal status and address)

Office of Hamblen County Mayor  
511 West Second North Street  
Morristown, TN 37814

THE CONSULTANT:  
(Name, legal status and address)

HEA Engineers, LLP  
11925 Sam Roper Drive  
Suite D  
Charlotte, NC 28269

### THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103™ -2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the twenty-fourth day of September in the year 2020.  
(In words, indicate day, month and year of the accompanying C103-2015.)

### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 COMMISSIONING SERVICES
- 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Consultant's services are based on the Initial Information set forth in this Article 1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Systems and assemblies to be commissioned:  
(Identify systems and assemblies to be commissioned, such as heating, cooling, refrigeration and ventilation systems and controls; lighting and day lighting controls; domestic hot water systems; renewable energy systems; or building enclosure assemblies.)

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™-2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services.

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See Exhibit "A" RFP -- Hamblen County Justice Center Commissioning Services (2020-07)

Scope of Commissioning Services assure commissioned systems meet and or exceed the designers and the designer's consultants specifications.

§ 1.1.2 The Owner's commissioning goals or objectives:

*(Identify the Owner's commissioning goals or objectives for the Project such as sustainability objectives or performance goals.)*

N/A

§ 1.1.3 The Consultant shall retain the following sub-consultants:

*(List name, discipline, address, and other information.)*

§ 1.1.4 The Owner's contractors and consultants that affect the Consultant's services:

*(List name, discipline, address, and other information.)*

Moseley Architects  
6210 Ardrey Kell Rd  
Suite 425  
Charlotte, NC 28277

McGill Associates, P.A.  
3231 Middlebrook Pike  
Knoxville, TN 37921

BurWil Construction Company  
1545 Western Ave  
Suite 208  
Knoxville, TN 37921

§ 1.1.5 Other Initial Information on which the Consultant's services are based:

*(List below other information that will affect the Consultant's performance of its services, such as details of the Project's program, Owner's budget for the Project, or anticipated procurement method.)*

§ 1.1.6 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the Consultant's services, and the Consultant's compensation and schedule for the Consultant's services.

## ARTICLE 2 COMMISSIONING SERVICES

§ 2.1 The Consultant shall not be a member, employee, or subcontractor of any entity performing design services or construction work on the Project unless the Owner gives the Consultant informed written consent.

§ 2.2 The Consultant shall manage the Commissioning Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner, designer, and Owner's Project Manager

## § 2.3 COMMISSIONING PLANNING SERVICES

### § 2.3.1 Initial Coordination Meeting

The Consultant shall facilitate an initial coordination meeting with the Owner and other participants in the Commissioning Process to discuss the Commissioning Services it will provide relative to the Project and other Project participants.

init.

### § 2.3.2 Schedule of Commissioning Services

The Consultant shall prepare, and periodically update, a Schedule of Commissioning Services that shall identify commissioning related activities, including services furnished by the Consultant and completion and submission dates for documents provided by the Consultant. The Consultant shall coordinate the Schedule of Commissioning Services with the design and construction schedules.

### § 2.3.3 Owner's Project Requirements

§ 2.3.3.1 In conjunction with the information provided in Section 1.1.1 and 1.1.2, the Consultant shall assist the Owner and the Owner's consultants in developing the Owner's Project Requirements, or shall review the Owner's Project Requirements if provided by the Owner. At a minimum, the Owner's Project Requirements shall identify systems and assemblies to be commissioned and define the Owner's goals for each, including functional expectations, performance criteria to be met by the design, sustainable objectives to be achieved, cost considerations, and maintenance expectations. Where practical, the Owner's Project Requirements shall include measurable indicators or standards that can be used to verify that the Owner's goals have been met. The Consultant shall assist the Owner to periodically update the Owner's Project Requirements.

*(Paragraphs deleted)*

### § 2.3.5 Commissioning Plan

The Consultant shall provide the Owner with a written Commissioning Plan that is based on the Owner's Project Requirements and the Basis of Design. The Commissioning Plan shall describe commissioning activities for the Project and identify documentation requirements of the commissioning process. The Consultant shall update the Commissioning Plan periodically as appropriate to the level of completeness of the design and the progress of construction. The Commissioning Plan shall include:

- .1 a list of participants in the commissioning process, their roles and responsibilities, and protocols for participant communication and information distribution;
- .2 a list of systems and assemblies to be commissioned and performance expectations for each;
- .3 a description of commissioning activities and responsibility for each;
- .4 a summary of commissioning related documentation required by governmental authorities or entities certifying the Project.
- .5 the Schedule of Commissioning Services;
- .6 protocols for commissioning design reviews;

*(Paragraphs deleted)*

- .7 protocols and templates for commissioning related documentation, including the Issues Log, Construction Checklists, Functional Performance Test procedures and reports, the Systems Manual, and the operator training plan;
- .8 identification of, and protocols for, documents to be provided by the Owner's contractors, such as start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents; and
- .9 protocols for the Consultant to report observed deficiencies that pertain to the systems and assemblies to be commissioned.

## § 2.4 DESIGN PHASE SERVICES

*(Paragraphs deleted)*

### § 2.4.3 Commissioning Specifications

The Consultant shall prepare Commissioning Specifications that define the general commissioning requirements of the Project and commissioning requirements for each system and assembly to be commissioned. The Commissioning Specifications shall include requirements for Construction Checklist development and execution, startup procedures, Functional Performance Tests and acceptance criteria, and operator training. If necessary, the Consultant shall coordinate with the Owner's other consultants to integrate commissioning related requirements into specifications provided by others.

## § 2.5 CONSTRUCTION PHASE

### § 2.5.1 Construction Phase Coordination Meeting

Prior to commencement of construction activities on systems and assemblies to be commissioned, the Consultant shall conduct and document a construction phase coordination meeting with the Owner and other participants in the commissioning process to discuss and review the Commissioning Plan and Commissioning Specifications. Subject to

Init.

Section 3.2.1.3, the Consultant shall conduct and document additional commissioning phase coordination meetings as necessary during construction.

#### § 2.5.2 Submittal Review

The Consultant shall review and provide written comments upon contractors' submittals that pertain to the systems and assemblies to be commissioned, but only for the limited purpose of checking for conformance with the requirements of the Commissioning Plan and Commissioning Specifications. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule, or in the absence of an approved schedule, with reasonable promptness while allowing sufficient time to permit adequate review. The Consultant's submittal review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of systems or assemblies, which are the contractors' responsibilities. The Consultant's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences, or procedures.

#### § 2.5.3 Construction Documentation Review

During construction, the Consultant shall review documentation related to the systems and assemblies to be commissioned such as meeting minutes, field reports, minor changes in the Work, Construction Change Directives, and Change Orders. In accordance with the Commissioning Plan, the Consultant shall report issues it identifies during its reviews that may prevent the systems and assemblies from performing in accordance with the Commissioning Plan and Commissioning Specifications.

#### § 2.5.4 Issues Log

The Consultant shall consult with the Owner and other participants in the commissioning process regarding commissioning related issues that arise during the Construction Phase. The Consultant shall maintain and update an Issues Log regarding such issues and their resolution in accordance with the protocols established in the Commissioning Plan.

#### § 2.5.5 Construction Checklists

The Consultant shall provide Construction Checklists for systems and assemblies to be commissioned that the Owner's contractors can use to verify that materials and components are on site, ready for installation, correctly installed, and in compliance with the Commissioning Plan and Commissioning Specifications. The Consultant shall distribute the Construction Checklists in accordance with the Commissioning Plan.

#### § 2.5.6 Site Visits

Unless otherwise stated in the Commissioning Plan, the Consultant shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the assembly, installation, and startup of systems and assemblies to be commissioned; however, the Consultant shall not have control over, charge of, or responsibility for the assembly, installation, and startup of such systems and assemblies. In accordance with the Commissioning Plan, the Consultant shall promptly report (1) known deviations from the Commissioning Specifications and Commissioning Plan and (2) defects and deficiencies observed by the Consultant.

#### § 2.5.7 Functional Performance Tests

§ 2.5.7.1 Functional Performance Tests evaluate the function and operation of systems and assemblies to be commissioned by observation or monitoring. Prior to the commencement of Functional Performance Tests, the Consultant shall review start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents, for systems and assemblies to be commissioned, and report any observed deficiencies in accordance with the Commissioning Plan.

§ 2.5.7.2 The Consultant shall coordinate, observe, and document Functional Performance Tests for systems and assemblies to be commissioned, in accordance with the procedures set forth in the Commissioning Plan and Commissioning Specifications.

§ 2.5.7.3 The Consultant shall prepare written reports that summarize each Functional Performance Test. The Consultant shall document deficiencies identified during Functional Performance Tests in the Issues Log. Each deficiency shall be resolved by the appropriate party and, thereafter the Consultant shall direct, observe, and document

Init.

re-testing to confirm that the deficiency has been corrected. The Consultant shall distribute the Functional Performance Test reports in accordance with the Commissioning Plan.

**§ 2.6 DOCUMENTATION AND TRAINING PHASE SERVICES**

*(Paragraphs deleted)*

**§ 2.6.2 Systems Manual**

Prior to the start of operator training and in accordance with the Commissioning Plan, the Consultant shall provide the Owner with a Systems Manual that describes how to operate and maintain the commissioned systems and assemblies. The Systems Manual shall consist of documents provided by the Owner's contractors and consultants, including operations and maintenance manuals, submittals, record drawings, specifications, certifications, and training documents.

*(Paragraphs deleted)*

**§ 2.6.4 Commissioning Report**

The Consultant shall prepare a Commissioning Report that summarizes the operation of the commissioned systems and assemblies and the Commissioning Services performed. The Commissioning Report shall include an executive summary, the Owner's Project Requirements, Basis of Design, the final Commissioning Plan, Commissioning Specifications, design review comments and resolutions, system readiness test reports, completed Construction Checklists, template Functional Performance Test procedure forms, completed Functional Performance Test reports, the Issues Log, the operator training plan and log, a description of required deferred Functional Performance Tests, and recommendations for ongoing commissioning. The Consultant shall distribute the Commissioning Report in accordance with the Commissioning Plan.

*(Paragraphs deleted)*

**ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 3.1 Supplemental Services**

§ 3.1.1 The Consultant shall provide the listed Supplemental Services only if specifically designated in the table below as the Consultant's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Consultant is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Consultant's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Consultant or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)*

Supplemental Services	Responsibility <i>(Consultant, Owner or Not Provided)</i>
§ 3.1.1.1 Existing Facilities Surveys	Not Provided
§ 3.1.1.2 Sustainable Design/Lifecycle Studies	Not Provided
§ 3.1.1.3 Documentation required for Sustainability Certification	Not Provided
§ 3.1.1.4 On-Site Project Representation	Not Provided
§ 3.1.1.5 Additional Post-Occupancy Evaluations	Not Provided
§ 3.1.1.6 Lessons Learned Workshop	Not Provided
§ 3.1.1.7 Building Occupant Training	Not Provided
§ 3.1.1.8 Seasonal and Deferred Functional Testing	Not Provided
§ 3.1.1.9 Ongoing Commissioning	Not Provided
§ 3.1.1.10 Fabricator or Manufacturer Facility Visit	Not Provided
§ 3.1.1.11 Other Supplemental Services	Not Provided

Inlt.

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Consultant's responsibility is provided below.

(Describe in detail the Consultant's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 3.2 Consultant's Additional Services

§ 3.2.1 The Consultant shall provide Commissioning Services exceeding the limits set forth in Exhibit B. When the limits in exhibit B are reached, the Consultant shall notify the Owner in

(Paragraphs deleted) writing.

§ 3.2.2 If the services covered by the Agreement have not been completed per Exhibit B.2 (Jan 31, 2023) through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services. See Exhibit B.2 for further stipulations and limits.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall identify the systems and assemblies to be commissioned and, with the Consultant's assistance, provide written Owner's Project Requirements as described in Section 2.3.3.

§ 4.2 The Owner shall provide the Consultant information necessary to perform the Commissioning Services, which may include: the Basis of Design; design drawings; construction documents; record drawings; submittals; operation and maintenance manuals; master plans; operation costs; operation budgets; and pertinent records relative to historical building data, building equipment, furnishings, and repairs.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Consultant to provide the Commissioning Services.

ARTICLE 5 BASIS OF COMPENSATION

§ 5.1 See Exhibit B.1 ( Fee Information) – Compensation shall be \$50,394

§ 5.2 See Exhibit B.1 "Terms" for Compensation progress payments and further details.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSULTANT (signature)

(Printed name and title)

(Printed Name and title)

Init.



## **Additions and Deletions Report for AIA® Document C203™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:43:30 ET on 09/23/2020.

PAGE 1

Hamblen County Justice Center  
511 West Second North Street  
Morristown, TN 37814

Office of Hamblen County Mayor  
511 West Second North Street  
Morristown, TN 37814

HEA Engineers, LLP  
11925 Sam Roper Drive  
Suite D  
Charlotte, NC 28269

the twenty-fourth day of September in the year 2020.

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See Exhibit "A" RFP – Hamblen County Justice Center Commissioning Services (2020-07)

Scope of Commissioning Services assure commissioned systems meet and/or exceed the designers and the designer's consultants specifications.

N/A

Moseley Architects  
6210 Ardrey Kell Rd  
Suite 425  
Charlotte, NC 28277

McGill Associates, P.A.  
3231 Middlebrook Pike  
Knoxville, TN 37921

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User Notes:

October 6, 2020

(1280456260)

Bur Wil Construction Company  
1545 Western Ave  
Suite 208  
Knoxville, TN 37921

§ 2.2 The Consultant shall manage the Commissioning Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner, Owner, designer, and Owner's Project Manager.

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§ 2.3.2 The Owner and Consultant acknowledge that achievement of the Owner's Project Requirements depends on factors beyond the Consultant's control. Accordingly, the Consultant does not warrant or guarantee that the Project will achieve the Owner's Project Requirements.

#### § 2.3.4 Basis of Design Review

The Basis of Design is a document, prepared by the Owner and the Owner's consultants, that records the concepts, calculations, decisions, and product selections used to (a) meet the Owner's Project Requirements, and (b) satisfy applicable laws, codes, and regulations. Upon receipt from the Owner, the Consultant shall review the Basis of Design, and updates thereto, for conformance with the Owner's Project Requirements and provide the Owner with written comments regarding deficiencies identified.

- 1 identification of the Owner's Project Requirements and the portions of the Basis of Design used as the basis of the Commissioning Plan;
- 2 a list of participants in the commissioning process, their roles and responsibilities, and protocols for participant communication and information distribution;
- 3 2 a list of systems and assemblies to be commissioned and performance expectations for each;
- 4 3 a description of commissioning activities and responsibility for each;
- 5 4 a summary of commissioning related documentation required by governmental authorities or entities certifying the Project.
- 6 5 the Schedule of Commissioning Services;
- 7 6 protocols for commissioning design reviews;
- 8 protocols for commissioning submittal reviews;
- 9 protocols to document changes to the Owner's Project Requirements and Basis of Design;
- 10 protocols and 7 protocols and templates for commissioning related documentation, including the Issues Log, Construction Checklists, Functional Performance Test procedures and reports, the Systems Manual, and the operator training plan;
- 11 8 identification of, and protocols for, documents to be provided by the Owner's contractors, such as start-up reports, systems readiness test reports, test and balance plans and reports, and quality control test documents; and
- 12 9 protocols for the Consultant to report observed deficiencies that pertain to the systems and assemblies to be commissioned.

#### § 2.4.1 Design Phase Coordination Meeting

The Consultant shall conduct and document a design phase coordination meeting with the Owner and other participants in the commissioning process to discuss and review the Owner's Project Requirements and the Commissioning Plan. Subject to Section 3.2.1.2, the Consultant shall conduct and document additional design phase coordination meetings as necessary.

**§ 2.4.2 Commissioning Design Reviews**

The Consultant shall periodically review the designs prepared by the Owner's consultants and contractors for the systems and assemblies to be commissioned. The Consultant's review shall be for the limited purpose of checking for conformance with information given and concepts expressed in the Owner's Project Requirements and the Basis of Design. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the designs prepared by the Owner's consultants and contractors. The Consultant's commissioning design reviews shall be made with reasonable promptness and in accordance with the Commissioning Plan and Schedule of Commissioning Services. Upon completion of each review, the Consultant shall issue written comments and recommendations in accordance with the Commissioning Plan. At each subsequent review and after the final review, the Consultant shall document the resolution of comments from the previous reviews.

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**§ 2.6.1 Documentation Review**

The Consultant shall review operations and maintenance manuals, the Systems Manual, record documents, and warranties, for commissioned systems and assemblies, for conformance with the Commissioning Specifications. The Consultant shall report observed deficiencies in accordance with the Commissioning Plan.

...

**§ 2.6.3 Operator Training**

**§ 2.6.3.1** The Consultant shall review contractor provided information regarding operator training, and the schedule of training activities, for conformance with specification requirements for systems and assemblies to be commissioned. The Consultant shall report observed deficiencies in accordance with the Commissioning Plan.

**§ 2.6.3.2** The Consultant shall maintain an operator training log for inclusion in the Commissioning Report. The operator training log will include the attendees' names, training dates, system or equipment on which training was performed, and the name, title, and contact information of the trainer.

...

**§ 2.6.6 Post-Occupancy Review**

The Consultant shall meet with the Owner prior to the expiration of the Owner's contractors' periods for correction of Work to review the operations and performance of the commissioned systems and assemblies, and to make recommendations to the Owner.

...

§ 3.1.1.1	Existing Facilities Surveys	Not Provided
§ 3.1.1.2	Sustainable Design/Lifecycle Studies	Not Provided
§ 3.1.1.3	Documentation required for Sustainability Certification	Not Provided
§ 3.1.1.4	On-Site Project Representation	Not Provided
§ 3.1.1.5	Additional Post-Occupancy Evaluations	Not Provided
§ 3.1.1.6	Lessons Learned Workshop	Not Provided
§ 3.1.1.7	Building Occupant Training	Not Provided
§ 3.1.1.8	Seasonal and Deferred Functional Testing	Not Provided

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User Notes:

October 6, 2020

(1280456260)

§ 3.1.1.9 Ongoing Commissioning	Not Provided
§ 3.1.1.10 Fabricator or Manufacturer Facility Visit	Not Provided
§ 3.1.1.11 Other Supplemental Services	Not Provided

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N/A

N/A

§ 3.2.1 The Consultant shall provide Commissioning Services exceeding the limits set forth below as Additional Services. When the limits below in Exhibit B are reached, the Consultant shall notify the Owner in writing:

- 1  commissioning planning meetings
- 2  Design Phase meetings
- 3  Construction Phase meetings
- 4  Documentation and Training Phase meetings
- 5  commissioning related design reviews
- 6  reviews of each contractor submittal
- 7  operator training sessions
- 8  reviews of readiness test reports submitted by contractors
- 9  site visits during construction
- 10  inspections for any system or assembly to be commissioned to determine whether such portion of the Work is ready for Functional Performance Tests
- 11  Functional Performance Tests of each system and assemblies to be commissioned writing

§ 3.2.2 If the services covered by the Agreement have not been completed within  months of the date of the Agreement per Exhibit B.2 (Jan 31, 2023) through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as Additional Services. See Exhibit B.2 for further stipulations and limits.

**ARTICLE 5 BASIS OF COMPENSATION**

§ 5.1 See Exhibit B.1 (Fee Information) - Compensation shall be \$50,394.

§ 5.2 See Exhibit B.1 "Terms" for Compensation progress payments and further details.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSULTANT (signature)

(Printed name and title)

(Printed Name and title)

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:43:30 ET on 09/23/2020 under Order No. 9227095913 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C203™ – 2017, Standard Form of Consultant's Services: Commissioning, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

**HAMBLÉN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**REQUEST FOR PROPOSALS**

Office of the Hamblen County Mayor  
 511 West Second North Street  
 Morristown, TN 37814

**RFP TIMELINE:** Times listed below are in Eastern Standard Time.

Date Issued:	Tuesday, August 25, 2020
RFP Title:	Hamblen County Justice Center Commissioning Services (2020-07)
RFP Question Deadline:	Friday, August 28, 2020 @ 2:00p.m. <i>All correspondence and communication must be via email to the designated Hamblen County point of contact listed below. Questions submitted by telephone call will <u>not</u> be answered. Questions submitted after this deadline will <u>not</u> be answered.</i>
RFP Answer Deadline:	Tuesday, September 1, 2020 @ 4:00p.m.
Proposal Submission Deadline Date & Time:	Wednesday, September 9, 2020 @ 2:00p.m. <i>If the Hamblen County Courthouse is closed for business at the time scheduled for proposal opening, for whatever reason, proposals will be accepted and opened on the next business day of the County, at the originally scheduled hour.</i>
Proposal Submission Opening Location:	Hamblen County Courthouse, West Wing Conference Room, 1 <sup>st</sup> Floor, Administrative Building

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**INTRODUCTION:**

Hamblen County (hereafter referred to as "County") is soliciting proposals for the commissioning of building MEP systems in compliance with Section C408 of the 2012 International Energy Conservation Code and as described in Section II Scope of Commissioning Services on the Hamblen County Justice Center Project. The proposed Justice Center is a three (3)-story building with basement in approximately 196,000 square feet. It will consist of a 600-625-bed jail facility, three (3)-courtrooms, clerk office, community service office, judges office suite, and jail administration.

The County's selection process will be based on qualifications and experience with similar projects, competitiveness of proposed fees, and overall comments from references as well as any subsequent supplemental evaluation process deemed necessary by the Justice Center Committee.

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- I. Project Overview
- II. Scope of Commissioning Services
- III. General Information for Commissioning Agent
- IV. Submission Requirements
- V. Forms:
  - a. Statement of Qualifications
  - b. Anti-Collusion Statement
  - c. Certificate of Compliance Iran Divestment Act
- VIII. RFP Submission Checklist

**I. PROJECT OVERVIEW:**

The County is currently in the construction drawing phase of the Justice Center Project. The facility will be constructed on county-owned property located on West 3<sup>rd</sup> North Street in Morristown, TN. The construction of the project is expected to bid in November 2020 with construction duration of approximately 24 months. Mechanical, electrical and plumbing equipment are in the process of being finalized but will generally be as described in the attached equipment schedules.

**Project Team:**

Moseley Architects located in Charlotte, North Carolina has been contracted for Architectural and Engineering services for this project. BurWil Construction Company located in Knoxville, Tennessee has been contracted for Project Management Services.

**HAMBLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**Anticipated Project Schedule:**

<b>Projected Project Activity Duration</b>	
Schematic Design Drawings:	Completed
Design Development Phase:	Completed
Commission Approval of Project Concept:	Completed
Construction Drawings Preparation:	May-September 2020
Commission Approval of Construction Drawings:	October 2020
Authorization to Bid the Project:	October 2020
Award of Construction Contract:	January-February 2021
Current Property Demolition to be Completed:	October 2020



**HAMBLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**II. SCOPE OF COMMISSIONING SERVICES:**

- Perform commissioning of all building HVAC, domestic hot water, and lighting controls included in the proposed project.
- Commissioning scope shall include all activities described in Section C408 of the 2012 International Energy Conservation Code.
- Commissioning agent shall have a valid Professional Engineer (PE) license in Mechanical Engineering within the state of Tennessee.
- Provide the following deliverables directly to the County or its representative during the project phases indicated:

Construction Documents Phase: Commissioning specifications outlining the responsibilities of the Commissioning Agent, Contractor(s), A&E Firm and the County.

Construction Phase: Commissioning Plan describing the commissioning activities, applicable equipment types, testing procedures and performance criteria.

Prior to Certificate of Occupancy: Preliminary commissioning report of commissioning test procedures and results to the County as described in Section C408.2.4 of the 2012 International Energy Conservation Code.

Project Close-Out:

Systems Manual containing the following:

- a. Submittal Data
- b. Manufacturers' O&M manuals
- c. Control Drawings
- d. Recommended schedules for ongoing testing and maintenance
- e. Narrative describing how each commissioned system is intended to operate (including recommended set-points)

Final commissioning report as described in Section C408.2.5.4 of the 2012 International Energy Conservation Code.

HAMBLEN COUNTY GOVERNMENT  
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

III. GENERAL INFORMATION FOR COMMISSIONING AGENT:

Project Administrator:

The County Finance Department is the sole point of contact for this procurement. All communication between prospective proposers and the County upon receipt of this RFP shall be in email form to the County Finance Department as follows:

Johnna Harrell  
511 West Second North Street  
Morristown, TN 37814  
Telephone: 423-586-1931  
Email: Johnna.harrell@co.hamblen.tn.us

Any other communication will be considered unofficial and non-binding on the County. Communication directed to parties other than the County Finance Department may result in disqualification of the prospective proposer.

RFP Questions and Answers:

Questions regarding this RFP will be accepted via email to the Project Administrator until 2:00p.m. Friday, August 28, 2020. Questions submitted by telephone call will not be answered. Questions submitted after this deadline will not be answered.

Questions *and* Answers will be posted to the Hamblen County Government website, [www.hamblencountytn.gov](http://www.hamblencountytn.gov), under the Bids & Proposals Tab no later than 4:00p.m., Tuesday, September 1, 2020.

Proprietary Information and Public Disclosure:

Materials submitted in response to this competitive procurement shall become the property of Hamblen County. All proposals submitted shall remain sealed until the deadline for submission of proposals has expired. Once a proposal is submitted to Hamblen County Government and is opened, it constitutes a public record and is subject to the open records request pursuant to the Tennessee Open Records Act.

Cost of Proposal Submission:

The County will not be liable for any costs incurred by any respondent in preparation of a response to this RFP, in conducting of a presentation, or any other activities related to responding to this RFP.

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**Revisions to the RFP:**

In the event it becomes necessary to revise any part of this RFP, addenda will be produced in writing and submitted to all prospective respondents known to the County and will be listed on the Hamblen County website, [www.hamblencountytn.gov](http://www.hamblencountytn.gov), under the Bids and Proposals Tab.

The County reserves the right to cancel or to reissue this RFP in whole or in part prior to the execution of a contract.

**Period of Performance:**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of a contract.

**Subcontract Terms:**

The successful respondent will not subcontract any portion of their duties under this RFP or subsequent contract without the prior written consent of the County.

**Contract Terms:**

All items in this RFP must be included with the proposal submission. All contracts between parties as a result of this RFP shall be governed by and enforced in accordance with the laws of the State of Tennessee. In the event a dispute arises, the venue shall be in Hamblen County, Tennessee. The County shall require the person with authority to bind the company to sign all agreement(s) with the County.

**Contract Termination:**

The County reserves the right to cancel the contract at any time for breach of contractual obligations without penalty or recourse by giving the Commissioning Agent a written notice of such termination of at least thirty (30) calendar days prior to said cancellation. Prior to issuing such a notice, the County will, if appropriate, provide the Commissioning Agent with an opportunity to cure the breach within a reasonable period of time. Should the County exercise its right to terminate the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the Commissioning Agent. The Commissioning Agent shall be entitled to receive just and equitable compensation for the work provided pursuant to the contract prior to the effective date of cancellation.

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals -- Hamblen County Justice Center Commissioning Services (2020-07)**

**No Obligation Contract:**

The County reserves the right to accept or reject any or all proposal submissions at its sole discretion without penalty and to not issue a contract as a result of this RFP. The County also has the right to waive any formal defects in submissions when deemed in the best interest of the County. Further, the County reserves the right to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

**Right To Withdraw:**

Respondents have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after submissions are publicly opened.

**Commitment of Funds:**

The Hamblen County Legislative Body are the only individuals who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract. Obligations on contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

**Invoice Requirements:**

The Commissioning Agent will submit invoices to the County Finance Department based on the timeline outlined in the contract. The invoices will include a detailed account of the following:

1. A description of the work performed;
2. The date(s) the work was performed; and
3. If applicable, an itemized list, including receipts, of all reimbursable expenses as outlined in the contract.

**IV. SUBMISSION REQUIREMENTS:**

Respondents are required to submit one (1) complete proposal packet either electronically or in a sealed envelope based on the instructions below. Proposals, whether mailed, hand-delivered, or electronically submitted must arrive no later than 2:00p.m. Eastern Standard Time on Wednesday, September 9, 2020.

**HAMBLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**Instructions for Submitting Proposals Electronically:**

Electronic submissions should be sent to Johnna.harrell@co.hamblen.tn.us via WeTransfer.com, an internet-based computer file transfer service. The message line of the WeTransfer page should state: **HAMBLEN COUNTY JUSTICE CENTER COMMISSIONING AGENT RFP, SEPTEMBER 9, 2020 @ 2:00P.M.** Please note: Proposal should be submitted no earlier than September 2<sup>nd</sup> as the documents are only available for download for seven (7) days and we cannot access them for any reason prior to Wednesday, September 9, 2020 @ 2:00p.m.

**Instructions for Submitting Hard Copies of Proposals:**

Envelopes must arrive sealed and clearly marked with **HAMBLEN COUNTY JUSTICE CENTER COMMISSIONING AGENT RFP, SEPTEMBER 9, 2020 @ 2:00P.M.** on the outside of the envelope to the Hamblen County Mayor's Office, 511 West Second North Street, Morristown, TN 37814, Attention: Johnna Harrell.

Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service whether in-person or electronically. Late proposals will not be accepted.

**Proposal Content:**

All items listed below must be included in your submission:

1. Statement of Qualifications Form (attached)
2. Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee
3. Anti-Collusion Statement (attached)
4. Certificate of Compliance with Iran Divestment Act (attached)

**Statement of Qualifications Form:**

The respondent must complete the statement of qualifications on pages 11 & 12 of this document. This includes contact information, education, experience, three (3) references and proposed cost. If the respondent would like to list more than three (3) references for previous projects, those can be listed on a separate sheet and submitted with this document.

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**Insurance Requirements:**

a. Certificates of Insurance

Upon award of this project, the Commissioning Agent **must** provide to Hamblen County Government certificates of the insurance requirements listed below before duties commence. Policies shall be endorsed to provide Hamblen County Government at least thirty (30) days written notice of reduction, cancellation or intent not to renew coverages as listed. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Commissioning Agent **must** cease work on this project.

b. Liability Coverages

1. The Commissioning Agent shall furnish at their own expense and keep in full force during the terms of this contract the following coverages which shall list Hamblen County Government as an additional insured:
  - General liability insurance covering bodily injury and property damage in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate and products/completed operations in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate.
  - Professional liability insurance in the minimum sum of \$2,000,000 limit per occurrence.
  - Automobile liability insurance in the minimum of \$1,000,000 combined single limit for bodily injury and property damage.
  - Umbrella liability insurance in the minimum sum of \$3,000,000 for each occurrence.
2. Worker's Compensation Compliance

The Commissioning Agent shall also comply with all requirements of the Workers' Compensation Law and shall at their own expense, maintain such insurance, including waiver of subrogation in favor of Hamblen County and employer's liability, as will protect the Commissioning Agent from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by anyone directly or indirectly employed by the Commissioning Agent.

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**Anti-Collusion Statement:**

The respondent certifies by signing the anti-collusion statement on page 13 of this RFP that this proposal is made without prior understanding, agreement, or accord with any other person submitting proposals for the same service and that this submission is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce.

**Iran Divestment Act:**

The respondent must certify on page 14 of this RFP that neither they nor any of their successors, parent companies, subsidiaries or companies under common ownership or control certifies, under penalty of perjury, that to the best of their knowledge and belief that they are not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

**Signatures:**

The Statement of Qualifications Form, Anti-Collusion Statement, Certification of Compliance with the Iran Divestment Act, and all RFP Amendments must be signed and dated by a person authorized to legally bind the respondent to a contractual relationship.

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**V. FORMS:**

**a) STATEMENT OF QUALIFICATIONS**

Information of company or individual with whom the contract would be written	
Legal Name:	HEA Engineers, LLP (HEA)
Address:	11925 Sam Roper Drive, Suite D, Charlotte, NC 28269
Phone:	(704) 523-5354
Email Address:	amiddleton@horizon-engineering.com
Education:	Bachelor of Science, Norfolk State University, Design Technology and Management
Experience:	Anthony Middleton is an Engineering Manager, with over 13 years experience providing engineering services (9 of those years providing commissioning services). Mr. Middleton's background includes extensive experience managing, testing, evaluating, integrating and installing various building systems in mission, commercial, higher education, healthcare, and critical facilities.
Name & Email Address of Commissioning Agent & Primary Point-of-Contact (if different from information listed above)	Anthony Middleton, CxA amiddleton@horizon-engineering.com

List a minimum of three (3) completed projects that demonstrate your experience with commissioning services, preferably of large scale projects.

Completed Project #1	
Name of Project:	State of Mississippi, Civil Rights & History Museum
Year Completed:	2018
Size of Project:	200,000 sf
Project Owner Contact Information:	Adrian Massey, Assistant Director, State of Mississippi (601) 369-3621 / adrian.massey@dfa.ms.gov



**HAMBLÉN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**STATEMENT OF QUALIFICATIONS continued...**

<b>Completed Project #2</b>	
Name of Project:	Charlotte-Mecklenburg Police Department Westover Division Office
Year Completed:	2017
Size of Project:	21,956 sf
Project Owner Contact Information:	Monifa Hendrickson-Woodside, Senior Project Manager, Engineering, City of Charlotte (704) 432-2577 / mwoodside@ci.charlotte.nc.us

<b>Completed Project #3</b>	
Name of Project:	Charlotte VA Healthcare Clinic
Year Completed:	2017
Size of Project:	400,000 sf
Project Owner Contact Information:	Adam Pyles, Senior Project Manager, Cambridge (704) 361-5001 / apyles@cambridgeus.com

<b>Total Cost Proposed:</b>	<b>\$ 73,052.00</b>
<b>(based on scope of services listed in this RFP)</b>	

**HAMBLLEN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**b) ANTI-COLLUSION STATEMENT**

By signing this form the respondent agrees that he/she has not divulged to, discussed, or compared his/her submission with other respondents and has not colluded with any other respondent whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service. Any such violation will result in any contract related to this RFP being null and void and could constitute a felony and result in a fine, imprisonment and civil damages.

The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to enter into a contract with Hamblen County Government. This form must be signed personally by the respondent or the respondent's authorized agent. All signatures must be original and not photocopies.

*Josephine Gravos*  
Signature

Senior Vice President of Administration

Title

Josephine Gravos  
Printed Name

September 9, 2020  
Date

By signing this form, the respondent signifies understanding and agreement with Hamblen County Government's Terms and Conditions.

HAMBLEN COUNTY GOVERNMENT  
Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)

c) **CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**  
Tenn. Code Ann. § 12-12-101 et seq.

Comes Josephine Gravos for and on behalf of  
(Printed name of Principal Officer of Company)

HEA Engineers, LLP (the "Company") and, after being duly  
authorized by the Company so to do, makes oath that:

By submission of these qualifications, each respondent certifies, and in the case of a joint  
submission each party certifies, under penalty of perjury, that to the best of their knowledge  
and belief that each respondent is not on the list created pursuant to the Iran Divestment Act,  
Tenn. Code Ann. § 12-12-106.

Josephine Gravos  
Signature

Senior Vice President of Administration  
Title

September 9, 2020  
Date

**HAMBLÉN COUNTY GOVERNMENT**  
**Request for Proposals – Hamblen County Justice Center Commissioning Services (2020-07)**

**VIII. RFP SUBMISSION CHECKLIST**

- Proposal is labeled on the outside of the envelope or in the subject line, if electronically delivered, 'Hamblen County Justice Center Commissioning Agent RFP – September 9, 2020 @ 2p.m.' as instructed on page 8 Section IV of this document
- Complete ORIGINAL signed and initialed RFP packet
- Statement of Qualifications Form completed (pages 11 & 12 Section V.a. of this document)
- Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee In progress, per Addendum dated 8.31.20
- Anti-Collusion Statement Signed (page 13 Section V.b. of this document)
- Certification of Compliance with Iran Divestment Act completed and signed (page 14 Section V.c. of this document)

## Exhibit "B"

### Part B.1 Scope of Work

#### **SCOPE OF WORK.**

##### **DESIGN/PRE-CONSTRUCTION PHASE**

**Commissioning Specifications.** HEA will develop the specifications to be included with the contract documents. They will outline roles and responsibilities of the contractors, vendors, owner and commissioning authority throughout the commissioning process. This will include necessary testing and which parties are to be responsible and present during such time.

##### **CONSTRUCTION PHASE**

**Commissioning Plan.** HEA will develop the commissioning plan for the commissioning process. The plan will outline the key projects components to include the following:

- Building Information
- Scope and Description of Commissioning Services
- Commissioning Team Members
- Roles and Responsibilities
- Systems to be Commissioned
- Standard Forms and Reports
- Explanation and Use of Facility Grid for Developing and Tracking Testing and Issues

**Shop Drawing and Submittal Review.** HEA will review appropriate shop drawings and submittals from an operational standpoint, in addition to determining the most feasible way to install the equipment for both performance and serviceability. Upon completion of our review within the necessary time line, HEA will coordinate with the design engineer to collaborate on creating one unified comment for the contractors. We will concentrate on reviewing the shop drawings and submittals that pertain to the requirements. HEA typically only reviews the initial submittal for a piece of equipment or a system.

**Pre-Functional Checklist (PFC) and Functional Performance Test (FPT) Development.** In accordance with the project documents and the approved submittals, HEA will develop Pre-Functional Checklists (PFC) and Functional Performance Test (FPT) procedures. These procedures will document all information that is to be verified as part of the commissioning process.

**Site Visits to Observe Installation.** Per the Request for Proposal (RFP) and/or specifications, the installing contractors will be responsible for execution of the PFC's. HEA will oversee the process to make sure that this is completed. Progress of the checklists will be monitored via Facility Grid and once a substantial portion (>80%) of the questions are answered for a system, HEA may make a visit to observe the overall progress and to verify a sample of the completed checklists. For each visit, a Field Observation Report will be issued.

**Testing, Adjusting, Balancing (TAB) Verification.** HEA will review the report(s) submitted by the TAB Contractor, concurrent with the Design Team, as the TAB Contractor completes work on individual systems (i.e., not all systems need to be balanced before the reporting process begins). HEA will verify that all required data has been collected, that the measured results are in compliance with the specification, and that any non-compliant items have been resolved and retested prior to the start of Functional Performance Testing. HEA will coordinate a session with the TAB Contractor to verify a sample of the measurements listed in the TAB report. The TAB Contractor will re-measure selected TAB report data at the request of and witnessed by HEA. Any items requiring action will be added to the Commissioning Action List.



**FPT.** HEA will field-direct, witness and document the FPT for each system to be commissioned. The work will progress from tests of individual components of the central equipment to tests of the overall systems that contain those pieces of equipment. HEA will ensure that correct procedure is implemented and all systems function properly. For each visit, a FOR will be issued.

**Issue Resolution.** HEA will document all issues identified in the required systems during the verification process and report them to the construction team. HEA and the responsible contractor(s) will schedule re-testing of these items. HEA will also manage and administer any and all issues for the duration of the project. The issues log will be maintained real time using Facility Grid, with regular updates and notifications provided to the team. Open issues will be reviewed regularly during scheduled commissioning meetings.

**Construction Phase Commissioning Meetings.** HEA will lead and conduct all commissioning meeting(s). Meeting(s) will be held during the construction process and will increase in frequency and duration as the project moves forward. The commissioning meeting(s) will identify testing schedules, resolve conflicts and discuss deficiency resolution. The meeting minutes will be distributed by HEA to the commissioning team for review and comment. HEA will lead and/or attend up to sixteen (16) meetings during this project.

#### **POST ACCEPTANCE PHASE**

**Commissioning Final Report.** HEA will furnish a commissioning report that will include the following:

- A summary of the services provided, the issues found, open or deferred activities and recommendations for improvement.
- A copy of all services provided including:
  - Each Deliverable
  - Executed PFC and FPT
  - FORs
  - The Commissioning Deficiency List
  - Reports provided by trade contractors such as startup reports, TAB Reports, etc. Deficiencies that were discovered and measures taken for correction.

**Systems Manual.** A Systems Manual must be submitted. Its components are:

- Executive summary of project turnover and documents here within.
- Final version of the Owners Project Requirements (OPR) and Basis of Design (BoD).
- System single-line diagrams.
- Construction record documents and specifications.
- Approved submittals.
- As-built drawings of all commissioned systems.
- As-built sequence of operations for all equipment; control drawings.
- Original set points for all commissioned systems and recommended schedule for sensor recalibration.
- Recommended schedule for re-commissioning of building systems.
- Equipment Operation & Maintenance (O&M) manuals.
- Equipment preventive maintenance schedules.
- Confirmation of completed training for the owner and occupants.
- Ongoing system optimization procedures.
- Final commissioning report.



**EQUIPMENT LIST**

Systems to be commissioned will include:

EQUIPMENT NAME	PROJECT QUANTITY	COUNTY QUANTITY
<b>VENTILATION SYSTEM</b>		
Energy Recovery Units	11	11
Roof Top Units	6	6
VAVs Cooling Only	55	15
Make Up Air Units	1	1
Fan Powered Boxes	26	10
Variable Speed Exhaust Fans	8	8
Smoke Purge System	46	10
<b>MECHANICAL COOLING SYSTEM</b>		
Air Cooled Chiller	2	2
Chilled Water Pumps	2	2
<b>MECHANICAL HEATING SYSTEM</b>		
Hot Water Boiler	3	3
Heating Water Pumps	2	2
<b>PLUMBING SYSTEM</b>		
Domestic Hot Water Heater	3	3
Domestic Hot Water Pump	2	2
Domestic Water Booster Pump	1	1
Sump/Elevator Pumps	4	4
<b>BUILDING AUTOMATION SYSTEM</b>		
Building Management System	System	System
<b>ELECTRICAL SYSTEMS</b>		
Lighting Controls	System	System

**FEE INFORMATION**

Our proposed lump sum fee, including expenses, to provide commissioning services for the Hamblen County Justice Center project, is as follows:

Fifty thousand, Three Hundred Ninety-Four dollars

(\$50,394.00)

Revised See part B of Exhibit B

**PROPOSAL BASIS**

Our scope of work and our fee was developed based on the RFP issued August 25, 2020, addendum dated August 31, 2020 and Questions and Answers received via email. From the provided information, we have concluded that the overall project duration is twenty four (24) months, with a substantial completion date of January 2023. Our fee is based on the project achieving the substantial completion date of January 2023. If the project extends past January 2023, HEA may require additional time and funding to manage the completion of the commissioning of the project. Based on the project duration above and our scope, we assume that up to a total of sixteen (16) construction meetings will be required to successfully coordinate the work, including the closure of issues found during the process. We will provide a schedule of meetings at our construction phase kick off that indicates how we will manage the project within those parameters. If it is determined during the project that additional meetings are required, then HEA will perform at an additional cost per meeting. See Part B.2



HEA develops their fees based on the equipment and systems to be commissioned on a project. For your project, we have included an equipment list that is based on the project information provided. If equipment types and/or quantities are modified during the project or if we are requested to modify any sampling strategies noted in our list, then HEA may provide a change order to cover the costs of those changes.

HEA will confirm the readiness of systems and availability of contractor support, as required, prior to performing any FPT. If issues are found during testing, HEA will note the issue and log it into our commissioning software system, Facility Grid. The issue will be clearly explained and will define which contractor is responsible for correcting. Once the contractor confirms they have corrected the issue, HEA will re-inspect once to confirm that the issue has been corrected. Same day cancellations of confirmed testing and multiple re-inspections of an issue are not included in our scope and fee.

### EXCLUSIONS

HEA has no exceptions to your RFP.

### TERMS

**Acceptance.** If you would like to proceed with this work, please address your order to Horizon Engineering Associates, LLP, 800 Veterans Memorial Highway, Suite 301, Hauppauge, NY 11788.

**Payments.** Invoices for basic services, reimbursable expenses and additional services shall be submitted monthly on our normal monthly billing cycle. Unless otherwise stipulated, invoices will be submitted electronically. Payments are due and payable thirty (30) days from the date of the invoice. If we are not paid within sixty (60) days of the invoice, we have the right to stop work without notice or liability.

**Expenses.** Reimbursable expenses are included in our lump sum fee and will include:

- All reproduction costs for plotting, prints and specifications, as well as, creating the required drawings.
- All final reports will be submitted on an electronically unless requested by the client. Any production cost associated with the report will be billed to the client.
- Mailing express delivery, courier service, messenger services and other communication expenses incurred in connection with the project.
- Test equipment rentals that are required to satisfy project requirements.
- Any expenses associated with transportation incurred by the engineer due to travel.
- Fees paid for expediting and securing approvals of authorities having jurisdiction over the project.
- Re-calibration of required test equipment associated with the project when necessary.

**Compensation for Additional Services.** It is understood that, where there are approved changes to work already completed or additional services required not specifically outlined in the scope-of-work, HEA shall be paid additional compensation, equal to the following hourly billing rates:

Principal/Director	\$ 225.00
Engineering Manager / Senior Engineer	\$ 170.00
Senior Project Engineer	\$ 140.00
Project Engineer	\$ 130.00
Field Engineer	\$ 110.00
Project Coordinator	\$ 70.00





Validity. This quotation is valid for sixty (60) days for work commencing within six (6) months.

If you are in acceptance of this proposal please sign and date in the space indicated below and return to my attention.

---

~~Johnna Harrell~~ Hamblen County Government Date  
*Bill Brittain*

If you have any questions or would like more information, please do not hesitate to contact me at (704) 523-5354 or [amiddleton@horizon-engineering.com](mailto:amiddleton@horizon-engineering.com). We look forward to working with you on this important project.

Sincerely,

*Anthony Middleton*  
Anthony Middleton, CxA  
Engineering Manager  
HEA Engineers, LLP (HEA)

**ATTACHED:** *Statement of Qualifications Form*  
*Anti-Collusion Statement*  
*Certificate of Compliance with Iran Divestment Act*  
*Initial RFP*



Exhibit B (continued)

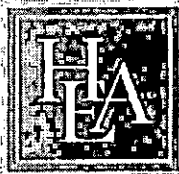
Exhibit B.2 Response for Clarifications

From: Anthony Middleton [amiddleton@Horizon-Engineering.com](mailto:amiddleton@Horizon-Engineering.com)  
Subject: RE: RFP for Commissioning Services for Hamblen County  
Justice Center  
Date: Sep 17, 2020 at 9:27:03 AM  
To: Tony Pettit [tpettit@BurWil.com](mailto:tpettit@BurWil.com)  
Cc: Johnna Harrell [johnna.harrell@CO.hamblen.tn.us](mailto:johnna.harrell@CO.hamblen.tn.us),  
BBrittain@co.hamblen.tn.us, Marelna B. White [mwhite@burwil.com](mailto:mwhite@burwil.com),  
Michael Scott [mscott@burwil.com](mailto:mscott@burwil.com), Nick Self [nself@burwil.com](mailto:nself@burwil.com)

---

Good Morning,

Thank you for giving us the opportunity to be selected within the Hamblen County Justice Center project most qualified firms list. I have responded to the questions below just after the question and underlined. If this format is unacceptable and this would be better submitted on a formal letterhead please let me know, we will reissue.



Anthony Middleton, CxA  
Engineering Manager  
11925 Sam Roper Drive, Suite D, Charlotte, NC 28269  
O: 704-315-2042 | C: 631-644-7002 | F: 212-400-3715  
W: [www.horizon-engineering.com](http://www.horizon-engineering.com)

Commissioning | Sustainable Consulting | Energy Audit & Analysis  
*Demand a Higher Standard*

**From:** Tony Pettit <[tpettit@burwil.com](mailto:tpettit@burwil.com)>  
**Sent:** Tuesday, September 15, 2020 9:46 AM  
**To:** Anthony Middleton <[amiddleton@Horizon-Engineering.com](mailto:amiddleton@Horizon-Engineering.com)>  
**Cc:** Johnna Harrell <[johnna.harrell@co.hamblen.tn.us](mailto:johnna.harrell@co.hamblen.tn.us)>; BBrittain@co.hamblen.tn.us;  
Marelna B. White <[mwhite@burwil.com](mailto:mwhite@burwil.com)>; Michael Scott <[mscott@burwil.com](mailto:mscott@burwil.com)>; Nick Self  
<[nself@burwil.com](mailto:nself@burwil.com)>  
**Subject:** RFP for Commissioning Services for Hamblen County Justice Center

Dear Anthony Middleton

BurWil is serving as the project manager representing Hamblen County for the Hamblen County Justice Center. Your firm submitted a response to the RFP for Commissioning Services.

Hamblen County received ten responses from firms for providing commissioning services for the Justice Center. In an effort to assure Hamblen County awards the project to the most

October 6, 2020

qualified responsible firm, We are following up with general questions for five of the firms of which your firm is one.

The following general questions are to determine to best value and best qualified firm to provide commissioning services for the project.

1. Verify the number of team member visits to the project your proposal includes. 29 days total are included please see breakdown below.
  - Our Proposal includes (4) four (8) eight hour site visits to inspect installation
  - Our Proposal includes (2) two (8) eight hour site visits for TAB verification
  - Our Proposal includes (20) twenty (8) hour site visits to perform functional testing
  - Our Proposal includes (3) three (8) hour site visits for issue resolution
2. Define the number of personnel in the site team. 4 members will be apart of the site team performing verification and testing
3. If the project requires 16 visits during construction and 4 follow up visits after substantial completion what is the cost of you proposal? (This is to establish a comparable benchmark for costs for services) Our fee with 16 site visits and 4 follow up visits after substantial completion would be \$50,394
4. Verify what changes in your proposal would be needed if the construction lasted 28 months in lieu of 24 months. Our proposal if construction lasted 28 months in lieu of 24 months would increase \$3,400 to account for project management support. This also assumes the equipment count or intent has not changed.

The following are proposal specific questions relative to your proposal:

A. None

Please respond to this sender by EOB Thursday, September 17, 2020. If you need any further information, please request this information by email to the sender's address. Also, please confirm that you are in receipt of this Email.

Thank You,

# Exhibit C



**ADDENDUM 8.31.20 to:**

**Request for Proposals - Commissioning Services for the Hamblen County Justice Center**

Date of Addendum 8.31.20: August 31, 2020  
Date of RFP Issuance: August 25, 2020  
RFP Due Date: September 9, 2020 at 2p.m.

**CHANGES:**

**SCOPE OF COMMISSIONING SERVICES (Page 4 of 15)**

**Third Bullet:** "Commissioning agent shall have a valid Professional Engineer (PE) license in Mechanical Engineering within the State of Tennessee."

**CHANGED TO THE FOLLOWING:**

Commissioning agent shall have a valid Professional Engineer (PE) license in Mechanical Engineering within the State of Tennessee before commencing work on the Hamblen County Justice Center. Failure to obtain this license by the appropriate time will result in voiding the contract.

**PROPOSAL CONTENT (Page 8 of 15)**

**#2:** Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee - Must be included with your submission.

**CHANGED TO THE FOLLOWING:**

Copy of Professional Engineer (PE) License in Mechanical Engineering within the State of Tennessee - Must be submitted to the Hamblen County Finance Department before commencing work on the Hamblen County Justice Center. Failure to obtain this license by the appropriate time will result in voiding the contract.

**END OF CHANGES per ADDENDUM 8.31.20. The remainder of the RFP REMAINS THE SAME.**

Please acknowledge receipt of this ADDENDUM by including an original, signed copy with your response to this RFP.

Signature: Josephine Gravos  
Printed Name: Josephine Gravos  
Title: Senior Vice President of Administration  
Company: HEA Engineers, LLP  
Date: September 9, 2020

Bill Brittain, County Mayor

511 West Second North Street • Morristown, TN 37814 • office. 423.586.1931 • fax. 423.585.4699

www.HamblenCountyTN.gov • email. bbrittain@co.hamblen.tn.us

October 6, 2020

Thereupon, meeting adjourned at 5:50 p.m.