

REQUEST FOR PROPOSALS

Construction Manager At-Risk Services

for the

Sevier County PBA: Sevier County/Kodak Public Library

**454 Kodak Road
Kodak, Tennessee 37764**

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SECTION I - GENERAL INFORMATION

A. Introduction

Sevier County PBA (County) is seeking proposals from qualified construction firms interested in providing services for Construction Management at Risk for the Sevier County/Kodak Public Library. This project is located in Kodak, Tennessee. A single Construction Manager entity will provide both Pre-Construction and Construction services for the Project. All Construction Manager at Risk bidders must have similar construction experience.

1. Construction Manager (Advisory) services for the Pre-Construction Phase.
2. Construction Manager (At Risk) services for the Construction Phase.

B. Selection Process and Tentative Project Schedule

Invitation to BidSeptember 25, 2023
Last Day for Questions 5:00 P.M. EST, October 19, 2023
Questions Response 5:00 P.M. EST, October 24, 2023
Proposals Due 2:00 P.M. EST, November 2, 2023
Date of Potential Interview, if any week of November 6, 2023
Notification of Intent to Award week of November 13, 2023
Design Development & Construction Documents..... week of November 20, 2023

C. Inquiries

All questions regarding this Request for Proposals should be in writing and directed to:

Mike Smelcer
Principal
SRA Architects Inc.
3413 Forest Street
Pigeon Forge, TN 37863
msmelcer@sraarchitects.biz

Questions received after the deadline above will not be answered. Only questions answered by the County in a formal written response will be binding. Oral and other interpretations or clarifications will be without legal effect.

Replies will be issued by addendum, via email, or mail to all parties listed by the County as having received the Request for Proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from any obligation under the proposal as submitted. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect to assure that proposers receive uniform responses to questions, and to maintain the integrity of the process, the County maintains a No Contact Policy during the selection process. The No Contact Policy prohibits any officer, employee, representative

or agent of any proposer or any firm affiliated with the proposer from initiating any contact regarding the project with any representative or employee of Sevier County, the Sevier County Economic Development Council, the Sevier County or the Public Building Authority between the date of this Request for Proposals and the date when the selection of the Construction Manager at Risk (CM) is made. Questions may only be addressed to the Project Architect.

D. Experience Requirements

The CM's personnel, particularly its Project Manager, Estimator, and Superintendent, must be thoroughly experienced in construction projects comparable to the proposed project. The CM's personnel must have demonstrated, through recently built projects, an understanding of and experience in CM method of project delivery. Experience in the construction of comparable-sized projects, and experience with East Tennessee area subcontractors, suppliers and local building code requirements will be significant factors in the selection process.

The selected CM shall submit a list of sub-contractors for prequalification prior to the bidding of the project. A final list of qualified subs will be approved by the COUNTY and its team.

E. Equal Opportunity

The County encourages the meaningful participation of minority owned businesses in the project, which includes small-owned businesses, disadvantaged business enterprises, women business enterprises and minority business enterprises. In the performance of services pursuant to the contract with the County, the proposer must not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or physical impairment except where race, religion, sex, national origin, or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. In submitting a response to this Request for Proposals, each proposer must certify that the proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce or any other fraudulent act punishable under the laws of the United States of America or the State of Tennessee.

F. Drug-Free Workplace Affidavit

Proposers shall be required to submit with their bids, a Drug-Free Workplace Affidavit as described in the Tennessee Code Annotated Section 50-9-113. An affidavit is attached as Exhibit "D."

SECTION II - Project Description

A. Overview

The CM shall furnish the work developed in the Construction Documents. This project will consist of the construction of a new public library for the county built in Kodak, Tennessee. Scheduling and Safety concerns will be a prime consideration of the selection panel.

Nothing contained herein shall require the County to accept any proposal, and the County reserves the right to reject all proposals.

B. Project Schedule

Initial construction may commence in spring of 2024. The entire project is anticipated to open in the Spring/Summer of 2025.

C. Project Architect

The Architect is:

Mike Smelcer
Principal
SRA Architects Inc.
3413 Forest Street
Pigeon Forge, TN 37863
msmelcer@sraarchitects.biz
865-806-1819

D. Other Consultants

In addition to the Architect, their consultants, and the CM, the County will determine if additional consultants will be required for the project.

SECTION III - DESCRIPTION OF CONSTRUCTION MANAGEMENT SERVICES

A. Scope of Services

The CM is being selected early in the project to join the Project Team consisting of the County, the Architect, and other consultants, as the County may deem necessary or appropriate. The CM will be expected to provide the Project Team with construction expertise and experience that will assist in project decision-making and ensure that procedures are implemented to aggressively manage the construction costs and project schedule. The project design must allow for economical and efficient methods of construction. The County seeks the CM who can best provide the services needed to achieve these goals.

The services provided by the CM will be provided in two (2) phases:

Pre-Construction Advisory Services: Consultation to the Project Team during the design phase until such time that a Guaranteed Maximum Price (GMP) for construction is accepted. The County is seeking the services of the CM to provide Pre-Construction Advisory Services including but not limited to the following:

The CM will provide the following pre-construction services as an Advisor to the Project Team and receive a negotiated fixed fee for its services, throughout the design process:

1. Consult with, advise, assist, and provide recommendations to the Project Team on all aspects of design for the project, including early verification of budget and schedule as well as any constructability issues related to the sustainability goals as defined by the Owner. Coordinate with and reconcile with independent Cost Consultant if required.
2. Provide information, estimates and alternative schemes and participate in decisions regarding existing conditions, site utilization and construction phasing.
3. Develop information and participate in decisions regarding value engineering. Provide information on construction materials, methods, systems, phasing and costs to assist in determinations that are aimed at providing the highest quality facility within budget.
4. Provide input to the Project Team regarding current construction industry practices, labor market and materials availability.
5. Provide construction related input and assist the design team in preparation of a Sustainability Plan for the overall project.
6. Review in-progress design documents and provide input and advice with respect to construction feasibility, construction sequencing, site utilization, alternative materials/methods and long-lead material procurements.
7. Review design documents in progress and upon completion, suggest modifications to improve completeness or clarity and constructability.
8. Recommend division of the work to facilitate bidding and award of trade contracts considering such factors and minimizing disruption of existing facilities, improving, or accelerating construction completion, minimizing trade jurisdiction disputes, increasing minority-owned business participation and other related issues.
9. Develop and continuously monitor the project schedule and recommend adjustments in the design documents or construction bid package to ensure completion of the project in the most expeditious manner possible.
10. Assist in cost management, including the preparation of construction cost estimates for the project throughout the design phases of the work.
11. Develop, with the Project Team, a continual list of additive and deductive cost items, prioritized by the County, to be considered as needed to maintain balance in the budget.
12. Assist in management of changes that may be requested by the County.
13. Participate in visits to similar facilities, if requested by the County.

B. Construction Services

When the County accepts the Construction Cost Estimate based on the partially completed construction documents (CDs) (to be determined by the Project Team, but for initial planning purposes assume approximately ninety (90%) percent complete), it will become the basis for a Guaranteed Maximum Price (GMP) for the construction of the project. The GMP will not be exceeded without written approval from the County by change order. If the County and the CM cannot agree on a GMP, or if the County decides for any other reason not to continue with the CM, the County reserves the right to terminate the CM's services without penalty or payment (except payment for services rendered through the date of termination) and accomplish the construction of the project by other means. Construction Services (At-Risk): Management of the entire construction progress within the GMP and project schedule. This Contract is set forth as a CM At-Risk Contract for the express purpose of packaging the work into a number of bid packages. The reason for following this approach is to encourage competitive bidding among the subcontracting community and for early release of work packages. It is envisioned that portions of the work will be released for construction in as many as 6-10 separate bid packages, each of which may require a separate estimate. One or more of the bid packages may be released for construction prior to completion of the Construction Documents, if the County, the Architect, and the CM agree that the project is generally tracking on or under budget.

Separate Bid Packages are generally considered to include, but not limited to the following:

1. Site Preparation and foundations
2. Mechanical and plumbing
3. Electrical
4. Concrete
5. Masonry
6. Structural steel
7. Roofing
8. Drywall
9. Carpentry and miscellaneous
10. General Requirements

Self-performed work by the CM will be limited under the terms of the Contract to not more than twenty percent (20%) of the value of the Work including General Conditions, unless approved in advance in writing by the County. During construction, the CM shall be reimbursed for its documented allowable Costs of the Work as defined in the Owner - Construction Manager Agreement (Exhibit "E") plus a negotiated fixed fee. Overruns of the GMP will be the sole responsibility of the CM. Underruns (Savings) below the GMP will be returned entirely to the Owner throughout construction to allow the Owner to reinvest in the project if so desired. Duties of the CM will include construction of the facilities in accordance with the CDs, including but not limited to the following:

1. Solicit and select subcontractor and material supplier bidding for all construction work (including work the CM would like to self-perform) using a competitive bidding process subject to the approval of the County. It is preferable to have three competitive bids for each segment of work.
2. Maintain a qualified, full-time Superintendent with necessary staff at the job site to coordinate and provide direction of the work, as well as to provide quality assurance/quality control.
3. Prepare and maintain a detailed Critical Path Schedule for monitoring project progress and managing the work. Keep the Project Team fully advised on work progress status. This will include a “look-ahead” or “near-term” schedule to be provided at weekly or biweekly project meetings. If progress falls behind, the CM will provide a recovery schedule.
4. Make available all cost and budget estimates, including supporting materials and records, to the Project Team. Provide monthly reports of actual costs and work progress as compared to the estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by the Project Team.
5. Manage all work relative to the Construction and assist in all construction related documentation in a manner that allows the Project to meet the required Sustainability goals outlined in the Sustainability plan and in the Documents.
6. Assist the County in implementing a comprehensive public information program, which includes specific procedures for minimizing inconvenience to the public. This will include an aggressive program for ensuring safety and security of all persons and property affected by the work.
7. Establish an effective Quality Assurance/Quality Control Plan for all construction and inspect the work as it is being performed to assure that materials furnished, and quality of work performed is in accordance with the Construction Documents. The County will employ an independent firm for quality assurance testing of materials.
8. Work with the Project Team to establish and implement procedures for expediting and processing all shop drawings and other submittal documents. The CM is responsible for initial review and verification of all shop drawings to ensure they comply with the intent of the Construction Documents and are in fact ready for the Architect’s review and approval.
9. Prepare Requests for Information (RFIs) when clarifications of the documents are required.
10. Establish effective programs for job-site safety and for maintaining current job-site records, labor relations and minority participation.
11. Prepare and distribute weekly and monthly progress reports.
12. Review and process all applications for payment by subcontractors and/or material suppliers in accordance with the terms of their contracts. Review and resolve, with the County’s concurrence, subcontractors’ and/or material suppliers’ requests for additional costs.
13. Schedule and conduct job meetings to ensure orderly progress of the work. Prepare and distribute a record of the meeting to the Project Team and other interested parties within three (3) business days of each meeting.

14. Resolve, with the County's concurrence, disputes that may arise between subcontractors and/or material suppliers as a result of the construction.
15. As construction is completed, the CM shall provide the following close-out services:
 - a) Coordinate and expedite the submittal of record documents and attic stock.
 - b) Organize and index three (3) operations and maintenance manuals.
 - c) Acquire all necessary or required permits, including Certificate of Occupancy.
 - d) Provide complete commissioning of all building systems and equipment.
 - e) Coordinate and provide training to the personnel on the operation, maintenance and repair of all systems, equipment and facilities incorporated into the design and construction of the project. This training will be provided by qualified personnel in accordance with a schedule jointly developed by the County and the CM.
 - f) Provide continuous change order review and processing services.
 - g) Prepare a project completion report for assistance in turnover of the facilities to the County.
 - h) Prepare a final report of all construction costs. Assist with the County's audit of final cost report and all supporting documentation. Provide lien waivers from all subcontractors and material suppliers.
16. Post-Construction Services
 - a) Provide prompt satisfaction of all warranty items reported by the County.
 - b) Participate in a joint inspection of the facility, with the Project Team at the end of the one-year basic warranty period and satisfy any further warranty items identified at that time.
17. Special Requirements
 - a) The CM may not change any of the project staffing from their proposed team without prior written approval of the Owner. Requests to substitute people may be made to the Architect of Record.
 - b) Prior to completion of the CDs, the CM will advertise to attract potential subcontractors and material suppliers to encourage their interest in bidding on the work. Contracts will include steps to encourage minority-owned business participation in bidding on the work.
 - c) As required by the State of Tennessee, the CM will be expected to publicly conduct the bidding of all construction work. If the CM wishes to self-perform any work, it shall state its intention during the initial bidding process and then submit a bid in competition with the marketplace. Public bidding shall follow these minimum guidelines:

- 1) All bids are required to be sealed, written and submitted to a specific location at a specific time.
- 2) If the CM or its subsidiary desires to submit a bid on any portion of the Work, the bid opening will be conducted by the County. The CM shall attempt to obtain a minimum of three (3) qualified bids for each package of work. If there are no bids or no acceptable bids, the CM shall self-perform the items of work at the price included in the current overall project estimate.

SECTION IV - SELECTION PROCESS AND SUBMITTAL REQUIREMENTS

A. Method of Selection

Candidates in the selection process for CM services must submit a written proposal, which addresses the specific issues, detailed below. A Selection Committee will review the proposals. The identities of the Selection Committee will be withheld until a proposer is selected. Once a successful bidder has been selected, the County will negotiate the specific terms including final fees, of a written contract with the CM and recommend approval by the County's Board. If the County is unable to finalize an acceptable agreement with the first-ranked CM, the County will suspend negotiations and commence discussions with the second-ranked firm, and so on until an agreement acceptable to the County has been reached. The County and the Selection Committee will consider information provided by candidates in response to this Request for Proposals in selecting the CM for the project.

B. Bid Proposal

The Offeror must complete the Bid Proposal. The Bid Proposal is divided into six (6) parts.

Part 1. Pre-Construction Fee.

The Pre-Construction fee is a lump sum amount, which is part of the CM fee, payable monthly in proportion to the services rendered. The Pre-Construction Services' fee includes the CM's overhead and out-of-pocket expenses including travel.

Part 2. Construction Services.

Construction Manager At-Risk Fee. The Construction Services fee for construction of the project includes the Pre-Construction Services Fee and General Conditions Cost.

Part 3. General Conditions.

Cost is to be expressed as a Percentage of the Total Work. Reimbursable personnel are proposed to work on the Project during the Construction Phase and in accordance with the Terms of the Agreement. Provide a detailed breakdown/list of the items covered under this part of the work as an attachment to the bid proposal. Reimbursable personnel's hourly rates are requested only for the County's use to compare proposals as to relative levels of experience/compensation.

Part 4. Bonding Rate.

The Prime Contractor's bonding rate shall be expressed as a percentage of project cost. Rate shall be based on an estimated \$3,980,000.00 project construction cost.

Part 5. Mark-Ups.

Percentage of mark-up for Change Orders and Overhead and Profit.

Part 6. Shared Savings.

Attach on separate sheet your proposed 'Shared Savings' clause.

C. Selection Criteria

Proposals will be evaluated according to the following criteria:

1. Experience (30%)
 - a. Construction of similar projects of similar size
 - b. Construction Manager At-Risk
 - c. Work in East Tennessee area
 - d. Success in Minority participation
 - e. References
2. Financial (20%)
 - a. Bonding capability
 - b. Fees
 - c. General Conditions as a Percentage of Construction
3. Management Systems (25%)
 - a. Estimating
 - b. Cost Control
 - c. Schedule Management
 - d. Quality Control
 - e. Communication
 - f. Change Order Management
 - g. Safety Controls and Record. Employee Modification Ratio (EMR) - Please provide the EMR for the last three (3) years and include a brief explanation of the trend. The explanation should include an action plan to reduce the number if above 1.0. Any number over 1.2 requires a detailed explanation of the reasons behind the increase.
 - h. Environmental Controls and Management
4. Resources (25%)
 - a. Key Personnel
 - b. Current Workload
 - c. Consultants (if any)
 - d. Special Techniques or Equipment envisioned for this project

D. Submittal Requirements

A digital PDF file of the proposal must be submitted by email or delivered on Zip Drive no later than the time and date indicated in the schedule on page 2 to the County, Attention:

Allen Newton
Executive Director
Sevier County Economic Development Council
321 Court Avenue
Sevierville, Tennessee 37862
allennewton@hotmail.com
865-428-2212

(subject line: Sevier County/Kodak Public Library RFQ)

The proposal shall include a cover sheet with the name of the proposing firm, license number, classification, and expiration date. An Envelope Cover Form is attached as Exhibit "G." No proposal may be withdrawn within sixty (60) days from the date it is submitted. Late submittals will not be considered or returned. The County reserves the right to waive any/all informalities in submittal.

E. Required Information

Proposals must contain the following information (concise and direct responses are encouraged):

1. Identification - Provide full legal name of the proposing firm, mailing address, telephone, fax number, email address and contact person. Identify joint venture partners and their primary office addresses.
2. Letter of Interest - A letter executed by the Owner or corporate officer of the proposer committing the firm to the requirements of the RFP.
3. Table of Contents - A table of contents referring to specific sections within the response to the RFP.
4. Proposed Personnel - Provide an organizational chart identifying the key personnel who will be assigned to the project(s). Describe each person's project function, title, reporting relationship and the percentage of his/her time, which will be devoted to the project during each phase. List any prior experience for each person in similar projects. Clearly identify field staff versus off-site staff and indicate which are considered Cost of the Work by the proposer and which are considered as part of the fixed fee. Please indicate contingent team members for key members should that key team member become incapacitated or leave your employment or association. Due to the nature of the project's surroundings, an indication of how the CM will manage contact with the County and its members and how it will manage ALL project personnel as related to sexual predators, etc.

5. Resumes - Provide resumes of each key team member. Highlight relevant experience and identify any special skills. All CM At-Risk bidders must have related construction experience, preferably the project manager and superintendent.
6. References - Provide the names, addresses and telephone numbers of five (5) references. Provide the project name(s) and service(s) provided for each reference.
7. Project Performance with Cost Estimating Track Record - Provide project information for the last five (5) projects of similar construction, listing the projected construction cost, client name and current telephone number.
8. Management Approach - Provide a brief description of the proposer's approach to management of the scope of work for the project.
9. Litigation - Provide a list of (i) any pending litigation against the proposer, and (ii) the results of any litigation against the proposer concluded within the past three (3) years.
10. Drug-Free Workplace Affidavit - Proposer shall be required to submit with their bids, a Drug-Free Workplace Affidavit as described in the Tennessee Code Annotated Section 50-9-113, an affidavit is attached as Exhibit "D."
11. Bid Proposal - Submit seven (7) copies of the fully executed Bid Proposal, 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 venture. Present proposed fees for providing Construction Management Services.
12. Financial Statement - The successful firm *may* be required to submit a copy of your firm's most recent audited financial statement, bonding capability, prior to award of the construction contract.

BID PROPOSAL

Proposal of _____ (hereinafter called BIDDER, organized and existing under the law of the State of Tennessee doing business as _____ (a corporation, partnership, or an individual, as applicable) to the Public Building Authority of the County of Sevier, Tennessee (hereinafter called OWNER).

In compliance with your Invitation for Bids, BIDDER hereby proposes to perform all work for the construction of the Sevier County/Kodak Public Library, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within _____ consecutive calendar days thereafter, and fully complete and ready for final payment within thirty (30) days thereafter.

BIDDER understands that the Owner is not required to accept any bids or proposals, and may choose to reject all bids or proposals.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written NOTICE OF AWARD of this bid, BIDDER will execute formal contract attached within ten (10) days and deliver Bonds as required by the General Conditions.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following and in addition the following Alternates:

Part 1 Pre-Construction Services Fee:

For all services and expenses rendered from project initiation through the Construction Documents phase, the fixed amount will be payable monthly in proportion to the services rendered. Provide a detailed breakdown/list of the items covered under this part of the work as an attachment to the bid proposal.

\$ _____

Part 2 Construction Services - Construction Manager at Risk:

Construction Manager's Fee. This Fee will provide Construction Management services as the following percentage of the Cost of the Work. The Cost of the Work shall be the sum of the actual costs of the General Conditions work set forth during Part 1, plus the actual amount of all subcontracts, material and equipment contracts. This will become a fixed amount at the time a Guaranteed Maximum Price (GMP) is accepted by County and authorized by Change Order and will become the minimum fee due the Construction Manager unless County authorizes a substantial reduction in scope, or the contract is terminated.

_____ % Cost of the Work

Part 3 General Conditions:

Provide General Conditions cost for supervisory personnel working directly on the project, either at the project site or in the company's main office, as required to properly staff the project. General Conditions are based upon a construction duration of 17 months. Attach a separate sheet listing in detail all personnel and their respective titles that are included in either the Fee or General Conditions.

\$ _____

Part 4 Bonding Rate:

Prime Contractor's bonding rate (Expressed as a percentage of project cost for a project as listed herein).

_____ %

Part 5 Mark-Ups:

Percentage of mark-up for Change Orders and Overhead and Profit.

_____ %

Part 6 Shared Savings:

Attach on separate sheet your proposed 'Shared Savings' clause.

Respectfully Submitted By:

This offer shall be open to acceptance and is irrevocable for sixty (60) days from November 13, 2023.

PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of _____

(SEAL)

Was hereunto affixed in the presence of:

Signature of Authorized Signing Officer

Printed Name / Title

Company Name

Business Street Address

State And Zip Code

Email Address

Date

EXHIBIT "A"

**STATEMENT CONCERNING COMMISSIONS AND NON-DISCRIMINATION
REGARDING POTENTIAL CONTRACTS WITH
SEVIER COUNTY (COUNTY)**

The undersigned is in the process of submitting a response to the County in response to a Request for Proposals issued by the County.

1. Except as set forth below, neither the undersigned nor any other person or entity involved in submitting the proposal to the County has entered into an agreement to pay a commission to any other person in connection with the proposal submitted to the County or any contract for services to be rendered to the County.
2. During the performance of services pursuant to any contract with the County, the undersigned agrees that it will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment except where religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

EXHIBIT "A" - continued

Name of the Respondent

By:

Title:

Date:

Address:

SWORN TO and subscribed before me

This day _____ of _____, 2023

Notary Public

My Commission Expires:

ECONOMIC ASSOCIATION OR KINSHIP RELATIONSHIPS

Person/Entity

Relationship

COMMISSIONS

_____ Payee Name
_____ Payee Address
_____ Agreed Commission

EXHIBIT "B"

TN ST S 50-9-113

T.C.A.

§ 50-9-113

TENNESSEE CODE ANNOTATED TITLE 50 EMPLOYER AND EMPLOYEE CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS

Copyright © 1955-2000 by The State of Tennessee. All rights reserved.
Current through End of 2000 Reg. Sess.

50-9-101. Legislative intent.
1997, ch. 533, § 17]

[Acts 1996, ch. 944, § 50;

(a) It is the intent of the general assembly to promote drug-free workplaces in order that employers in this state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace and reach their desired levels of success without experiencing the costs, delays and tragedies associated with work-related accidents resulting from drug or alcohol abuse by employees. It is further the intent of the general assembly that drug and alcohol abuse be discouraged and that employees who choose to engage in drug or alcohol abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

(b) If an employer implements a drug-free workplace program in accordance with this chapter which includes notice, education and procedural requirements for testing for drugs and alcohol pursuant to rules developed by the division, the covered employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by statute or by rule adopted pursuant to this chapter, the employee may be terminated and forfeits eligibility for workers' compensation medical and indemnity benefits. However, a drug-free workplace program must require the covered employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in the employee's body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for workers' compensation medical and indemnity benefits.

50-9-113 State and local government construction contracts Acts 2000, ch. 918, §§ 1, 2.]

(a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this

section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the Department of Labor and Workforce Development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

Effective Dates. Acts 2000, ch. 918, § 3. January 1, 2001
§

T.C.A.
113
113

50-9-
TN ST § 50-9-


Copr.  West 2001 No Claim to Orig. U.S. Govt. Works

EXHIBIT "C"

AFFIDAVIT REGARDING DRUG-FREE WORKPLACE PROGRAM

STATE OF _____)

COUNTY OF (_____)

The undersigned, having been duly sworn, deposes and says as follows:

1. I am over 18 years of age, and I have personal knowledge of the matters stated herein.
2. I am the _____ of _____,
(Position) (Name of Company),
hereinafter referred to as "the Bidder".
3. As of the date of the submittal of its bid, the Bidder has a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101, et seq.

Further, Affiant saith not

Sworn to and subscribed before me, this _____ day of _____
_____, 2023.

Notary Public

My Commission Expires

EXHIBIT "D"

**A133-2019, Standard Form of Agreement Between Owner and Construction
Manager as Constructor where the basis of payment is the Cost of the Work
Plus a Fee with a Guaranteed Maximum Price**

This document will be provided to the successful bidder at the time of
notification of award.

EXHIBIT "E"

**AIA DOCUMENT A201
COUNTY MODIFIED VERSION OF THE
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**This document will be provided to the successful bidder at the time of
notification of award.**

EXHIBIT "F"

BID ENVELOPE COVER

NAME OF PROJECT:
CONSTRUCTION MANAGER AT RISK SERVICES
FOR THE SEVIER COUNTY/KODAK PUBLIC LIBRARY

SEALED BIDS RECEIVED:

Mike Smelcer
Principal
SRA Architects Inc.
3413 Forest Street
Pigeon Forge, TN 37863
msmelcer@sraarchitects.biz
865-806-1819

UNTIL:
2:00 PM. EST, NOVEMBER 2, 2023

BIDDER:

ADDRESS:

TENNESSEE CONTRACTOR'S LICENSE NUMBER:

LICENSE CLASSIFICATION:

DOLLAR LIMIT:

LICENSE EXPIRATION DATE: