

Project Title	Professional Consulting Services (Commissioning) SBC No. 540/000-XX-2025
Institution	UT Systemwide
Description	<p>This project will provide professional consulting services for Commissioning services for the UT Systemwide campuses / institutions from November 1, 2025, through October 31, 2030. This contract will be based upon 5 years of service; however, parties will meet at the conclusion of each year to review overall pending State Building Commission approval services.</p> <p>Work under this contract is limited to commissioning services with the following parameters.</p> <ol style="list-style-type: none"> 1. Commissioning: For the purpose of this contract, Commissioning is defined as a process of ensuring that all building systems perform interactively according to the design intent as well as the Owner's operational needs. The Consultant shall serve as Commissioning Agent (CA) on behalf of the University and shall provide professional and specialized services in any appropriate technical discipline within the broad field of commissioning. It is the intent of the University that the CA be expected to perform related services as defined by each Commissioning Task Order. The CA shall implement contractual services requested and approved by the Owner for specified projects. Commissioning projects may vary in scope and/or extent of services according to the needs of the University. Commissioning may begin in the design phase by documenting design intent and continue through the construction phase, University acceptance and warranty period with actual verification of performance on all installed systems. The commissioning process shall encompass and coordinate the traditionally separate functions of systems documentation, equipment startup, controls systems calibration, testing and balancing, performance testing and certification, and training. Deliverables in the form of record documentation shall be provided to the Owner as a requirement of each commissioning project. The number and type of deliverables, as expected products from commissioning services, may vary in number and type depending on the scope of a project. Possible deliverables shall include, but not be limited to, those described within these parameters. <ol style="list-style-type: none"> a. Record Designer's (System) Responsibility: The Commissioning process does not take away from nor reduce contractual responsibility of the system designers, consultants or installation contractors for providing a finished and fully functioning product. As an official representative of the University, the CA has contractual responsibility to comply with applicable State standards and to represent the University's interest in substantiating the appropriateness of equipment and systems, effectiveness of overall design, serviceability of system design, proper installation techniques, efficiency of equipment and design, constructability,

	<p>maintainability, adherence to State sustainability guidelines and functionality.</p> <p>b. System Verifications: The intent of Commissioning during the design and construction phase is to achieve objectives in accordance with the Contract Documents as follows:</p> <ul style="list-style-type: none"> i. Review the design drawings and specification and provide comments and written report for each of the following areas of review. <ul style="list-style-type: none"> 1. appropriateness of systems and equipment design, 2. effectiveness of overall design, 3. serviceability of system and equipment design, 4. efficiency of systems and equipment design, 5. constructability of systems and equipment design, 6. maintainability of systems and equipment design, 7. adherence to Universities sustainability guidelines 8. functionality of systems and equipment design, and 9. may be required to provide LEED Certification services. ii. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that equipment receives adequate operational checkout by the installing contractors. iii. Verify and document proper performance of installed equipment and coordination of systems. iv. Verify that the University's operating personnel are appropriately and adequately trained. v. Deliverables for the above activities shall include but not be limited to reports that verify installation and design of systems and equipment, and document system and equipment performance in accordance with contract documents. <p>c. Commissioning Coordination: The commissioning process requires careful coordination of planning meetings, commissioning activities and related events to assure participation and attendance by the project's primary stakeholders. The Commissioning Agent shall identify and schedule essential meetings and events to be attended by the commissioning team participants for each commissioning project.</p> <ul style="list-style-type: none"> i. The Commissioning Team members of a project-specific commissioning team may vary based upon the project type, or phase of project. Generally, a commissioning team shall at a minimum consist of the Designer and his MEP Consultants, General Contractor (GC), MEP subcontractors, Commissioning Agent, and the
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	<p>University's Project Manager (PM). Other designated representatives as identified by the Commissioning Agent or the University, may participate in commissioning team activities.</p> <ul style="list-style-type: none"> ii. The CA directs and coordinates the commissioning activities in accordance with the Commissioning Plan and schedule as described in Section 2.a. (following), and reports to the University's PM. All Commissioning Team members will work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents. iii. The CA will work with the PM and GC according to established protocols in order to include commissioning activities within each commissioning project schedule. (Refer to section 2.a. following.) <ul style="list-style-type: none"> 1. The CA will provide sufficient notice to the University's PM and GC for scheduling commissioning activities. The GC will integrate all commissioning activities into the project master schedule. All parties will address scheduling concerns and take necessary actions in a timely manner in order to expedite the commissioning process. 2. At the commissioning scope meeting for the project, the CA will provide an initial schedule of primary commissioning events. The CA's Commissioning Plan, as approved by the University, shall provide a format for detailed schedules. As construction progresses, more detailed schedules for commissioning activities will be developed and maintained by the CA, as approved by the University. iv. Deliverables for the above activities shall include but are not limited to detailed commissioning project plan and schedules, plan and schedule updates and meeting minute reports. <p>2. Commissioning Process and Plan: The University shall provide the CA with general project scope objectives relating to requested commissioning activities.</p> <ul style="list-style-type: none"> a. The CA reviews the Commissioning Request Form and develops a Commissioning Plan which includes a specific scope statement with task descriptions, assigned personnel identifying the position (or category), function, man-hour estimate, time schedule, cost, etc., that are required in order to complete the commissioning work in response to the request by the Owner. Commissioning work shall commence after a Commissioning Proposal and Task Order approval letter between the CA and the University is approved in writing by the University. b. During the pre-design and design phase of a project, the CA may be requested to work with State officials and the
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	<p>selected Architect and Engineer Designers (A/E Designers) throughout the conceptual and development stages of the project. The level of CA involvement will vary depending upon project size and complexity, as well as the University's further interests or concerns (may be required to provide LEED Certification services).</p> <ul style="list-style-type: none"> c. Commissioning during construction begins with a commissioning scope meeting conducted by the CA where the commissioning process is reviewed with the Commissioning Team Members and other professionals involved with the project. d. Additional meetings will be required throughout the duration of the project, especially during the construction phase, and will be coordinated by the CA and scheduled and managed by the GC with necessary parties attending, in order to plan, scope, coordinate, schedule future activities and resolve problems (may be required to provide LEED Certification services). e. Approved equipment documentation is submitted to the CA, including detailed startup procedures. This review is for the purpose of developing the final Functional Performance Testing. f. The CA works with the GC and Subcontractors in developing startup plans and startup documentation formats, including involving the GC and Subcontractors with pre-functional checklists to be completed during the startup process. g. In general the checkout and verification proceeds from simple to complex, from component level to equipment to systems and intersystem levels with pre-functional checklists being completed before functional testing. h. The GC and Subcontractors, under their own direction, execute and document the pre-functional checklists and perform startup and initial checkout. The CA documents that the checklists and startup were completed according to the approved plans. This may include the CA witnessing startup of selected equipment. i. The CA develops specific equipment and system functional performance test procedures. The Commissioning Team members review the procedures. j. The procedures may be executed by the GC and/or Subcontractors, under the direction of and documented by the CA. k. Items of non-compliance in materials, installation, setup or other non-compliance issues are corrected at the GC expense, after which the system is retested and results documented by the CA. l. Commissioning is completed before the construction projects Substantial Completion. m. The CA reviews pre-approves and coordinates the training provided by the GC and/or Subcontractors and verifies that it was completed. Training may be provided by the CA. n. Deferred testing is conducted as specified or required. o. Warranty period field inspections and reviews are conducted by the CA prior to closure of the warranty
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	<p>period. May be required to provide LEED Certification services.</p> <p>p. At completion of Project Commissioning the CA will provide the University two (2) bound binders containing all documentation produced, distributed and /or compiled by the CA during the project. This will include but not be limited to all commissioning proposals, correspondence, comments, reports, schedules, commissioning plan, meeting minutes, pre-functional checklists, functional performance test, etc. and all additional documentation not provided for in the O&M and Data Binder Manuals, starting from the Design Phase through to the Warranty Phase. Provide an additional divider for all documentation during the Warranty Phase. This binder will be turned over to the University no later than 30 days after Substantial Completion of the project. In addition the CA will also provide two copies of all documentation in the binder electronically in a searchable PDF format.</p> <p>q. Final reports, final reviews and certification and compliance documentation are filed with the University's PM in conjunction with completion of a commissioning project. Deliverables for the above activities shall include but not be limited to detailed project scope statement with task, cost and schedules, commissioning scope meeting and general project meeting minutes, equipment documentation, pre-functional checklists and startup documentation and reports, performance verification, test procedures and test execution documentation, non-compliance documentation, and training verification (refer to A.2.d), deferred testing and performance documentation and warranty inspection documentation with related reviews.</p> <p>3. CA Activities: The CA shall provide professional services and complete all commissioning activities for all commissioning events throughout the duration of any project assigned and approved for commissioning and for specified related services and activities as directed by the University.</p> <p>a. The primary role of the CA is to develop and coordinate the execution of a testing plan, observe and document performance, confirming for the University that systems are functioning in accordance with documented design intent and in accordance with the Contract Documents. The GC will provide all tools or the use of tools to start, checkout and functionally test equipment and systems, except for special or specified testing with portable data-loggers, which shall be supplied and installed by the CA. Nevertheless, at its own discretion the CA may utilize its own test equipment or other equipment in the process of commissioning subject systems.</p> <p>b. During the Design Phase the CA will provide documentation as described in 1.b.i. The CA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. However, the CA may advise the University on appropriateness of building system design.</p>
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	<p>The CA may be requested to assist with problem solving for non-conformance or deficiencies on behalf of the University, but ultimately that responsibility resides with the Designer and the GC.</p> <ul style="list-style-type: none"> c. The Commissioning Agent shall provide a project specific technical commissioning specification, In CSI format, identifying the commissioning activities and what activities are required of the Commissioning Team members. This specification will be approved by the University and provided to the Designer and included in the Project Manual. d. The CA may be requested by the Owner to assist with energy savings and energy related issues but ultimately that responsibility resides with the Designer and the GC. e. Deliverables for the above activities shall include but not be limited to detailed design and construction document review reports and project specific technical commissioning specifications. f. Construction Phase commissioning activities shall include but not be limited to the activities listed below: <ul style="list-style-type: none"> i. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties. ii. Coordinate the commissioning work with the GC, the University's PM as required by the University and ensure that commissioning events and activities are being scheduled into the project master schedule. iii. Revise, as necessary, the Construction Phase of the Commissioning Plan. Coordinate construction phase schedules as required by the University. iv. Plan and conduct an initial commissioning scope meeting and other commissioning meetings throughout the course of the construction phase. v. Perform site visits, as necessary and/or as described in the Commissioning Request Form, to observe component and system installations. Attend selected planning and job site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies. vi. Request and review additional information required to perform commissioning tasks and GC startup and checkout procedures. vii. Maintain a master deficiency and resolution log and inspection record. Provide the University with written progress reports. Provide University and Designer with deficiency log. Verify corrections of deficiency items. viii. Deliverables for the above activities shall include but not be limited to detailed commissioning
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	<p>project plan, project master schedule updates, observations reports, deficiency log, and meeting minute reports.</p> <p>g. Acceptance Phase commissioning activities shall include but not be limited to the activities listed below:</p> <ul style="list-style-type: none"> i. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures. ii. Write and distribute pre-functional tests and checklists. iii. Develop an enhanced startup and initial systems checkout plan with GC and pertinent Subcontractors. iv. Approve pre-functional tests and checklists completion by reviewing pre-functional checklist reports including selected site observations and spot checking of sufficient extent to be confident that proper procedures were followed. v. Approve system startup by reviewing startup reports and by site observations. vi. Review Testing and Balancing (TAB) execution plan. vii. Approve air and water systems balancing by spot testing, by reviewing completed reports and by site observations of sufficient extent to be confident that proper procedures were followed. viii. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This may include energy management control system trending, stand alone data-logger monitoring or manual functional testing. Submit to the University, Designer for review and approval. ix. Analyze any functional performance trend logs and monitor data to verify performance. Submit verification reports to the University. x. Maintain a master deficiency and resolution log and a separate testing record. Provide the University with written progress reports and test results that include recommended actions. Verify and/or retest deficiencies. xi. Review equipment warranties to ensure that the University's responsibilities are clearly defined. xii. Oversee and approve the training of the University's operating personnel. xiii. Compile, maintain and provide a commissioning final report as prescribed in 2.q. above. xiv. At the University's direction, develop a systems manual per ASHRAE HVAC Commissioning Guideline 1.1-2007. xv. At the University's direction, prepare a standard trend logging package of primary parameters that will provide the operations staff clear indicators of system function in order for them to identify
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	<p>proper system operation and to trouble shoot problems.</p> <p>xvi. Deliverables for the above activities shall include but not be limited to pre-functional and startup checklists documentation, functional performance testing documentation, verification and reports, verification of proper procedures, deficiency resolution logs and reports, a compiled commissioning record, final commissioning report and other commissioning project closure documentation.</p> <p>h. Warranty Period Phase commissioning activities shall include but not be limited to the activities listed below:</p> <ul style="list-style-type: none"> i. Coordinate and supervise required seasonal or deferred testing, as well as deficiency corrections. ii. Return to the site at ten (10) months into the twelve (12) month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. iii. Interview facility staff and identify problems or concerns in operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M Manual. iv. Identify areas that may come under warranty or under the original construction contract. v. Assist facility staff in developing reports, documents and requests for services to remedy outstanding problems. vi. At the direction of the University, the CA may be requested to assist in the development of a preventative maintenance plan, a detailed operating plan or an energy and resource management plan, or as-built documentation of record for the project. vii. Deliverables for the above activities shall include but are not limited to a building operations review report, warranty summary report and other documentation as required to compile a record for the project, seasonal testing and 10 month warranty review reports. i. The University may request additional Commissioning Services that fall within the generally accepted area of Commissioning. These services may be requested in the initial request for Commissioning Services or during the any phase of the project. Deliverables for these services will be provided during the appropriate phase of the project. (see 4.g. for Commissioning Task Order Amendment) <p>4. Proposed Project Cost: The University shall submit two Commissioning Requests, one for the design phase and another for the construction through warranty phases, to the CA. The cost for Commissioning Services shall be presented to the University as follows:</p>
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	<ol style="list-style-type: none"> a. The University shall provide the CA with general project scope objectives relating to commissioning activities. Proposed Cost will be submitted to the University in a Commissioning Proposal. b. Proposal shall incorporate all cost for the proposed scope of services for the total commissioning project effort. A detailed itemized cost breakdown and summary by task, personnel and man hours, specific scope statement supported with task descriptions shall be included in the Commissioning Proposal. Additional personnel positions may be required pursuant to each Commissioning Task Order approval scope of services. Hourly rates for such additional personnel will be negotiated at the time of such an agreement and shall be relative to established hourly rates as outlined in the Agreement. c. The Proposal submitted in response to a Commissioning Request by the University is expressed as an “not to exceed” amount unless the owner specifically requests in writing a “lump sum” amount. The CA Proposal shall be an all inclusive offer for the scope of services required by the Commissioning Request and defined in the Commissioning Plan for the duration of the total contract period. The University reserves the right to negotiate the Commissioning proposed costs at any time and to issue additional services or change directives upon determination of a change in scope or failure of the Commissioning Authority to provide requested services. d. The Task Order authorization becomes effective upon signature of the University. The Commissioning Authority will be authorized to start work upon an issuance of a formal notice to proceed. e. The University reserves the right to ascertain the confidence of the cost amount as proposed and/or the confidence that all work specified under this Commissioning Proposal can be accomplished for the proposed cost amount without penalty to the University of additional cost, project time or quality. If requested by the University, the CA shall be prepared to present evidence that a submitted Cost contains no clerical error, miscalculation, or other mistake and/or to provide other clarification of proposed costs submitted by the CA. f. The University reserves the right to require written proof, prior to payment, that work has been completed as prescribed in the University's Commissioning Request Form and/or the CA proposal and if work has not been performed or deliverables not provided, the contract amount will be adjusted accordingly. <p>Other Terms and Conditions as outlined in Exhibit A.</p> <p>Firms proposing should be qualified and willing to accept University requests for any service at any University property in region of service as outlined above.</p>
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	<p>It is the desire of the University to select multiple Commissioning firms to service any of our campuses or institutions depending on location of need. Number of firms in each area and location are as follows:</p> <ul style="list-style-type: none"> Statewide – 2 firms <p>After firms have been awarded, individual project selection will be based upon submitted qualifications and firm capacity to complete the work in the allotted time as requested for each project.</p>
Project Schedule	Designer Award by SBC Executive Sub-Committee – Anticipated August 25, 2025 (Pending SBC Approval on August 14, 2025)
Estimated Total Project Cost	TBD, based on requested services
Maximum Allowable Construction Cost (MACC)	TBD, based on requested services
Professional Service Fee	<p>Anticipated fee amount maximum will vary based upon an hourly as a multiple of Direct Personnel Expense for each location.</p> <ul style="list-style-type: none"> Statewide - \$3,000,000
Insurance Coverage	<p>Commercial General Liability</p> <p>Each Occurrence - \$1,000,000 Aggregate - \$1,000,000</p> <p>Commercial Automobile Liability</p> <p>Any Auto – Each Accident, Combined Single Limit - \$1,000,000</p> <p>Workers' Compensation as required by statute, including employers' liability with limits of:</p> <p>Each Accident - \$100,000 Disease, each employee - \$100,000 Disease, policy limits - \$1,000,000</p> <p>Professional Liability Insurance</p> <p>Each Claim - \$1,000,000 Annual Aggregate - \$1,000,000</p>
Project Category	Minor
Designer Solicitation Date	July 10, 2025
Email Intent to Submit Date	<p>Email by July 17, 2025, your intent to submit to designer@tennessee.edu</p> <p>Only designers who intend to submit will be notified of any updates to this solicitation.</p>
Letter of Interest Due Date	July 24, 2025, at 12:00 pm (Noon) ET

Questions received until:	<p>July 16, 2025, at 5:00 pm ET</p> <p>Any updates regarding this solicitation will be emailed to potential proposers if request for notification is received via email to designer@tennessee.edu by the date and time of the deadline for questions listed above.</p>
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AGREEMENT

between

THE STATE OF TENNESSEE

The University of Tennessee

and

****Firm Name****

SBC Project No. 540/000-XX-2025

This Agreement, by and between the State of Tennessee, **University of Tennessee**, hereinafter referred to as the STATE and **Firm Name**, hereinafter referred to as the CONSULTANT, is for the provision of analysis, design, and related services, as further defined in the "SCOPE OF SERVICES", below.

The STATE and the CONSULTANT, having agreed to the conditions outlined in Articles A through D below; hereby enter into the following Agreement:

A. SCOPE OF SERVICES: Requested professional service Consultant for UT – **Region**

1. The CONSULTANT shall provide such professional service, advice, and assistance as the State may request regarding, **Building Commissioning and related services**, as further defined in the Description of Services per the Professional Consulting Services Solicitation dated July 9, 2025. The Agreement shall implement contractual services requested and approved by the State for specified projects. Commissioning projects may vary in scope and/or extent of services according to the needs of the State. Any work done by the CONSULTANT shall be approved in writing by the State prior to the start of the work. For the purposes of this Agreement, the CONSULTANT's Principal is ****Principal Name**, #XXXXXX**.

B. PAYMENT TERMS AND CONDITIONS:

1. For the Work performed under this Agreement, as defined in Section A, the CONSULTANT shall be compensated an amount not to exceed ****Dollar Amount** and NO/100ths dollars (\$X,XXX,XXX.00)**. This amount shall be the maximum amount for the work performed and the total compensation due the CONSULTANT for the Service and all of the CONSULTANT's obligations hereunder regardless of the difficulty, hours worked, or materials or equipment required. The Agreement price includes, but is not limited to, all applicable taxes, fees, site visitation and investigation, analysis, design, specification development, cost estimating, and overheads, profit, and all other direct and indirect costs incurred or to be incurred, by the CONSULTANT, except as noted in this Agreement.
2. The CONSULTANT shall furnish a **monthly** summary sheet of all projects under this Agreement, identifying each project expenditure, the total expenditures to date, and the balance of funds remaining in this Agreement. The CONSULTANT's compensation for services is based on a multiple of Direct Personnel Expense (DPE), determined as follows
3. Time for all individuals providing services under this Agreement shall be billed at the individual's typical or standard rate, in dollars per hour, calculated as set forth below and not to exceed Two hundred seventy-five and no/100 dollars (\$275.00) per hour.
 - a. The typical or standard hourly rate for any employees (not principals or owners) of CONSULTANT shall not exceed a multiple of two and forty-five one hundredths (2.45) times the individual's DPE. The term "Direct Personnel Expense" means the actual cost of the individual to the company, which may not exceed one hundred thirty nine percent (139%) of the individual's base salary. "Direct Personnel Expense" includes the cost of the individual's base salary and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions, and similar benefits.
 - b. The typical or standard hourly rate for any principals and owners of CONSULTANT shall not exceed the greater of (A) a multiple of two and forty-five one hundredths (2.45) times the individual's DPE or (B) the average of the highest typical or standard hourly rate charged by an employee under the employ of said principal or owner for services provided under this Agreement, and the maximum hourly rate permissible in Section B.3 above.

Exhibit A

4. Invoices to the CONSULTANT for surveys, tests, reports or other outside professional services for work authorized under this Agreement, shall be paid to the CONSULTANT with a fee, where the total payment does not to exceed one and twenty-one hundredths (1.20) times the amount invoiced to the CONSULTANT.
5. The STATE shall reimburse the CONSULTANT the actual verified cost of reproduction of drawings and specifications, computer services, renderings and models, and special supplies authorized by the STATE.
6. The CONSULTANT shall not be reimbursed for any traveling or living expenses in connection with this Agreement, unless approved in writing in advance by the STATE. If approved, compensation to the CONSULTANT for travel, meals, and/or lodging shall be subject to the amounts and limitations specified in the "University of Tennessee Travel Regulations," as they are amended from time to time or be subject to an agreed amount per person per day between the CONSULTANT and STATE.
7. The Agreement Price and maximum liability of the STATE under this Agreement is firm for the duration of the Agreement and are not subject to escalation for any reason, unless amended.
8. The CONSULTANT shall submit all invoices, in a form acceptable to the STATE with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices will be submitted monthly and shall include any reimbursement for travel expenses as defined under Paragraph 6 of this Section.
9. The Payment of an invoice by the STATE shall not prejudice the STATE's right to object to or to question any invoice or matter in relation thereto. Such payment by the STATE shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein. CONSULTANT's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the STATE, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. Any payment shall be reduced for over-payments or increased for under-payments on subsequent invoices.
10. In no event shall the maximum liability of the STATE under this Agreement exceed ****Dollar Amount** and NO/100ths Dollars (\$XXX,XXX.00).**

C. TERM:

1. Term. This Agreement shall be effective for the period commencing on the date of full and complete execution of this Agreement and ending on **OCTOBER 31, 2030**. The CONSULTANT hereby acknowledges and affirms that the STATE shall have no obligation for services rendered by the CONSULTANT which were not performed within this specified Agreement period.
2. Term Extension. The STATE reserves the right to extend this Agreement for an additional period or periods of time by means of an amendment to this Agreement, so long as the total term of this Agreement does not extend beyond five (5) years. If a term extension necessitates additional funding beyond that which was included in the original Agreement, an increase of the STATE's maximum liability will also be affected through Agreement amendment and shall be based upon payment rates provided in the original Agreement.
3. In Process Work Term Extension. This Agreement shall be automatically extended for a period beginning at the end of the final term for the purpose of completing all work order activities associated with any authorized work initiated during the term of this Agreement.

D. **STANDARD TERMS AND CONDITIONS:**

1. The STATE is not bound by this Agreement until it is approved by the appropriate State officials as indicated on the signature page of this Agreement.
2. This Agreement may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement, upon submission of a thirty (30) day written notice.

Exhibit A

3. The STATE may terminate this Agreement by giving the CONSULTANT at least thirty (30) days written notice before the effective termination date. The CONSULTANT shall be entitled to receive compensation for the services in an amount which the State determines to be equitable compensation for any work which has been completed prior to the date of termination.
4. If the CONSULTANT fails to properly perform its obligations under this Agreement or violates any terms of this Agreement, the STATE shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. The CONSULTANT shall not be relieved of liability to the STATE for damages sustained by virtue of any breach of this Agreement by the CONSULTANT.
5. The CONSULTANT shall not assign this Agreement or enter into a sub-Agreement for any of the services performed under this Agreement without obtaining the prior written approval of the STATE. If such sub-Agreements are approved by the STATE, they shall contain, at a minimum, Paragraphs D.6 and D.8 of this Agreement.
6. The CONSULTANT warrants that no part of the total Agreement Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-Agreement, or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Agreement.
7. The CONSULTANT shall maintain documentation for all charges against the STATE under this Agreement. The books, records, and documents of the CONSULTANT, insofar as they relate this Agreement, shall be maintained for a period of three (3) years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State agency or the Comptroller of the Treasury, or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of handicap, race, color, religion, sex, or national origin will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of the CONSULTANT. The CONSULTANT shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices on non-discrimination.
9. Prohibition of Illegal Immigrants
 - a. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any Agreement to supply goods or services to the State of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, including termination of this Agreement.
 - b. The Consultant hereby attests, certifies, warrants, and assures that the Consultant shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any sub-Agreement or consultant who will utilize the services of any illegal immigrant in the performance of this Agreement. The Consultant shall affirm this attestation, in writing, by his signature on this Agreement.
 - c. The Consultant understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law provides for the prohibition of a Consultant from any sub-Agreement with, or submitting an offer, proposal, or bid to Agreement with the State of Tennessee to supply goods or services for a period of one year after a Consultant is discovered to have knowingly used the services of illegal immigrants during the performance of this Agreement.
 - d. For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Agreement.
10. Pursuant to Tenn. Code Ann. § 12-4-119, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

Exhibit A

11. The CONSULTANT shall maintain insurance coverage with the limits set forth below. CONSULTANT's certificates of insurance, in a form acceptable to the STATE, shall be provided to the STATE before the date of this Agreement and thereafter upon written request.

Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required below, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. To the fullest extent permitted by law, Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the State as an additional insured for claims cause in whole or in part by Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the State's insurance policies and shall apply to both ongoing and completed operations.

The certificate of insurance required by this paragraph shall contain a provision requiring notice of cancellation to the STATE.

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| a. Commercial General Liability | |
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
| b. Commercial Automobile Liability | |
| Any Auto – Each Accident, Combined Single Limit | \$1,000,000 |
| c. Workers' Compensation as required by statute, including employer's liability with limits of: | |
| Each Accident | \$ 100,000 |
| Disease, each employee | \$ 100,000 |
| Disease, policy limits | \$ 500,000 |
| d. Professional Liability Insurance | |
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

12. The CONSULTANT agrees to pay all taxes incurred in performance of this Agreement.
13. The STATE shall have no liability except as specifically provided in this Agreement.
14. The CONSULTANT shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
15. This Agreement shall be governed by laws of the State of Tennessee.

This Agreement is entered into on this the **1st** day of **November 2025**.

CONSULTANT: Commissioning Firm Name

BY: _____
 ****Name****, Principal

Date: _____

UNIVERSITY OF TENNESSEE:

BY: _____
Austin Oakes
Associate Vice President, Department
of Capital Projects

APPROVED: _____
Ryan Stinnett
General Counsel

Exhibit A

Date: _____

STATE ARCHITECT:

APPROVED: _____
Ann McGauran, State Architect