

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Program Management Services

Amendment Summary: Amends Clause 1.1 Heading to update "CONTRACTOR" name and address due to a name change, Amends the Notices and Designation of Agent for Service of Process Page to reflect the updated name and address per the name change in clause 1.1 Heading, Extends the contract term of the agreement for an additional thirty months; Narrow the scope of services to project management services for various fairgrounds projects, including but not limited to, Fair Park Phase 2, Infrastructure Part 2, and potential speedway project, only during the amended term and; Specifies the CONTRACTOR'S DBE effort on the amended term such that CONTRACTOR will endeavor to achieve DBE participation consistent with the levels being achieved on various projects currently on site and will work with Metro's Business Assistance Office to ensure compliance

Contract Number: 364534 Amendment Number: 2 Request Number: A2023002

Type of Contract: IDIQ Contract Requires Council Legislation: Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 08/26/2015 Contract Expiration Date: 06/26/2025 Contract Term: 118 Months

Previous Estimated Contract Life Value: \$10,000,000.00

Amendment Value: \$0

Fund: 30276*

New Estimated Contract Life Value: \$10,000,000.00

BU: 6430100*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: John Stewart BAO Staff: Sierra Washington

Procuring Department: Fairgrounds Department(s) Served: Fairgrounds

Prime Contractor Information

Prime Contracting Firm: GHP, Inc. ISN#: 401

Address: 217 Rep. John Lewis Way North City: Nashville State: TN Zip: 37219

Prime Contractor is a Certified/Approved: SBE ☐ SDV ☐ MBE ☐ WBE ☒ LGBTBE ☐

(select/check if applicable)

Prime Company Contact: Ron Gobbell Email Address: rgobbell@ghp1.com Phone #: 615-254-8500

Prime Contractor Signatory: Ron Gobbell Email Address: rgobbell@ghp1.com

Business Participation for Entire Contract

SBE/SDV/WBE/MBE Participation

Contractor will endeavor to Achieve DBE Participation consistent with the levels being achieved on various projects currently on site and will work with Metro's Business Assistance Office to ensure compliance.

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 364534
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND GOBBELL HAYS PARTNERS, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **GHP, INC.** located in NASHVILLE, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated August 26, 2015, Metro Contract numbered 364534, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amends Clause 1.1 Heading to update "CONTRACTOR" name and address due to a name change. Amended Clause shall read as follows:

"This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **GHP, Inc.** ("CONTRACTOR") located at **217 Rep. John Lewis Way North, Nashville, TN 37219**. This contract consists of the following documents:

- Any properly executed contract amendment (most recent with first priority),
- This document and affidavit(s), including Exhibit A (Task Details) and Exhibit B (Rates)
- The solicitation documentation (made a part of this contract by reference) (RFQ # 729084),
- Purchase orders (and PO Changes),
- CONTRACTOR's response to solicitation,
- Procurement Nondiscrimination Program forms (incorporated by reference).

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. Amends the Notices and Designation of Agent for Service of Process Page to reflect the updated name and address per the name change in clause 1.1 Heading. Amended page shall read as follows:

"Notices and Designation of Agent for Service of Process
All notices to METRO shall be mailed or hand delivered to:
PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300



Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: GHP, Inc
Attention: Dominique Arrieta
Address: 217 Rep. John Lewis Way North, Nashville, TN 37219
Telephone: 615-254-8500
Fax: 615-256-3439
E-mail: darrieta@ghp1.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: GHP, Inc.
Attention: Connie Richardson
Address: 217 Rep. John Lewis Way North, Nashville, TN 37219

3. Extends the contract term of the agreement for an additional thirty (30) months.
4. Narrows the scope of services to project management services for various fairgrounds projects, including but not limited to, Fair Park Phase 2, Infrastructure Part 2, and potential speedway project, only during the amended term.
5. Specifies CONTRACTOR'S DBE effort on the amended term such that CONTRACTOR will endeavor to achieve DBE participation consistent with the levels being achieved on various projects currently on site and will work with Metro's Business Assistance office to ensure compliance.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 364534

Amendment Number 2

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

APPROVED AS TO PROJECT SCOPE:



Dept. / Agency / Comm. Head or Board Chair.



Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**



Purchasing Agent



Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

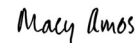


Director of Finance




BA

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney



Insurance

Metropolitan Mayor

COO

ATTESTED:

Metropolitan Clerk

Date

CONTRACTOR

Gobbell Hays Partners, Inc.

Company Name



Signature of Company's Contracting Officer

Ron Gobbell

Officer's Name

President Emeritus

Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 10900 NE 4th St., #2406 Bellevue WA 98004	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B: The Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B: The Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Property Casualty Co of America	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED GHP, Inc. 1439032 217 Rep. John Lewis Way North Nashville TN 37217															

COVERAGES GOBHA01 **CERTIFICATE NUMBER:** 15143228 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	ECP2007395-19	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BA-8M498787-22-43-G	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	FFX2007396-19	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-8M499286-22-43-G	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Contractor's Pollution Lia	N	N	ECP2007395-19	1/1/2022	1/1/2023	\$1,000,000 ea claim \$1,000,000 ea Pollution condition

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability applies excess of General Liability, Automobile Liability, Professional Liability, Pollution Liability and Employers Liability Re: GHP Project # 15214.00 - Metro Nashville Program Management Services - Metro solicitation # RFQ 729084. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

15143228

Metropolitan Government of Nashville
 and Davidson County
 Attn: Purchasing Agent
 Metro Courthouse
 Nashville TN 37201

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Metropolitan Government of Nashville
and Davidson County
Attn: Purchasing Agent
Metro Courthouse

Nashville, TN 37201

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to **paperless delivery** of Certificates of Insurance, thus, this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **15143228**.

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number below are for automating electronic delivery of certificates only. Please do NOT send future certificate requests to the above inbox or call into the number below.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC - Pacific Series

Lockton Insurance Brokers, LLC

License #0F15767

777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5524

213-689-0065 / FAX: 213-689-0550

lockton.com

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

Rec. July 7, 2022

Entered in DocuSign July 12, 2022

CA #: Purchasing Log #: **Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.**Contact Title: Program Management Services Contract Number: 364534 Amendment Number: 2Requesting Department: The Fairgrounds Nashville
Laura Womack 615-862-8980 x7

Requesting Departmental Contact (Name & Number):

Contractor's Business Name: GHP, Inc

Name of Contract Signatory: Ron Gobbell

Contract Signatory Email Address: rgobbell@ghp1.com

Address: 217 5th Avenue North

City: Nashville

ST: TN

Zip: 37219

Revision Accomplishes: Check all that apply

30 months Term Extension	New End Date: <u>06/26/2025</u>	Include revised schedule if necessary
<u> </u> Contract Value Increase	Original Contract Amount <u> </u> Previously Executed Amendment(s) Amount <u> </u> Current Amendment Amount <u> </u> Amendment % Increase <u> </u> Proposed Revised Contract Amount <u> </u>	Include revised fee schedules, budget, and total contract value as appropriate
Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<u> </u> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<u> </u> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION

BU Number: 62507200

Fund #: 40019

Any Other Accounting Info:

Requesting Department Director's Signature of Approval

07 Jul 22

Date

A2023002

CA #: _____

July 12, 2022

Date Received: _____

To be completed by the Procurement Division

☒ **Contract Amendment is Approved** (Additional Comments: _____

_____)

☐ **Contract Amendment is Denied for** _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 8/30/2022 | 8:35 AM C



August 29, 2022

TO: Michelle Lane
Purchasing Agent

FROM: Laura Womack
Executive Director

RE: Term Extension for Contract #364534, GHP, Inc.

The Board of Fair Commissioners is requesting a 30-month term extension of Contract #364534 with GHP, Inc. for program management services through June 26, 2025. The Board of Fair Commissioners on May 10, 2022, voted unanimously to work with the Purchasing Agent to identify the appropriate mechanism by which to extend an agreement.

The Fairgrounds' capital improvement program is entering into its fifth year and the work authorized to date will define the property for generations to come. The project, in its many phases, will result in a cohesive, accessible, and connected campus. The Fairgrounds Nashville property is complex and strong leadership through program management is vital to ensure individual projects complement and strengthen the whole while maintaining daily operations of all tenants. GHP has provided essential guidance, coordination, and oversight of all entities working on the campus on behalf of Metro.

The Fair Board supports maintaining continuity in program management, financial oversight, and disadvantage business tracking throughout the duration of both Fair Park Phase 2, Infrastructure Part 2, and potential speedway projects. Intertwined utilities, infrastructure, new phases must integrate with completed work, continuity of program management services will save time and money and is in the best interest of the Fairgrounds and Metro.

ORDINANCE NO. BL2020 - 337

An ordinance approving Amendment 1 to the contract for program management services between Gobbell Hays Partners, Inc. and the Metropolitan Government of Nashville and Davidson County, which extends the contract term for twenty-eight months.

WHEREAS, pursuant to a Request For Proposal, Gobbell Hays Partners, Inc. (“Gobbell Hays”) was selected by the Metropolitan Government of Nashville and Davidson County (“Metro”) to perform program management services; and,

WHEREAS, the contract commenced on August 26, 2015 and has a termination date of August 26, 2020; and,

WHEREAS, Amendment 1 to the contract extends the term of the agreement for an additional twenty-eight months; and,

WHEREAS, Section 4.12.160(A) of the Metropolitan Code limits the term of contracts for services to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, this contract engages Gobbell Hays to perform project management services outside of the range of expertise of Metropolitan Government departments; and,

WHEREAS, Gobbell Hays has been deeply involved in the various projects ongoing on the Fairgrounds property for more than two years and could not be replaced cost effectively while those projects continue; and,

WHEREAS, approval of the contract amendment will benefit the citizens of Nashville and Davidson County because replacement of Gobbell Hays would entail a substantial loss of expertise and experience on the various Fairgrounds projects, which would likely result in additional costs to the Metropolitan Government and potential project delays.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 1 to the contract between Gobbell Hays Partners, Inc. and the Metropolitan Government of Nashville and Davidson County, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle R. Hernandez-Lane

Michelle Hernandez-Lane
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo

km

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos

Assistant Metropolitan Attorney

INTRODUCED BY:

Bob Mendes
for Deputy

Kymberly Jones

Member(s) of Council

Contract Amendment Abstract

Contract Amendment Information

Contract Title: **Program Management Services**

Amendment Summary: **Extends the contract term of the agreement for an additional twenty-eight months; Narrows the scope of services to project management services for various fairgrounds projects only during the amended term and; Specifies CONTRACTOR'S DBE effort on the amended term such that CONTRACTOR will endeavor to achieve DBE participation consistent with the levels being achieved on various projects currently on site and will work with Metro's Business Assistance Office to ensure compliance.**

Contract Number: **364534** Amendment Number: **1** Solicitation Number: **729084**

Type of Contract: **IDIQ Contract** **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): **No**

Sexual Harassment Training Required (per BL2018-1281): **No**

Contract Start Date: **08/26/2015** Amended Contract Expiration Date: **12/26/2022**

Amended Contract Term: **88 Months** Fund: **30276** BU: **6430100**

Previous Estimated Contract Life Value: **\$10,000,000.00** Amendment Value: **\$0.00**

Amended Estimated Contract Life Value: **\$10,000,000.00**

Payment Terms: **Net 30** Selection Method: **RFP**

Procurement Staff: **Terri Ray** BAO Staff: **Christopher Wood**

Procuring Department: **Sports Authority** Department(s) Served: **Sports Authority**

Contractor Information

Contracting Firm: **Gobbell Hays Partners, Inc.**

ISN#: **401**

Address: **217 5th Avenue North** City: **Nashville** State: **TN**

Zip: **37219**

Contractor is (Check Applicable): SBE ☐ SDV ☐ MBE ☐ WBE ☐

Company Contact: **Ron Gobbell** Email Address: **rgobbell@ghp1.com**

Phone #: **615-254-8500**

Contractor Signatory: **Ron Gobbell** Email Address: **rgobbell@ghp1.com**

Disadvantaged Business Participation

Disadvantaged Business Enterprise (SBE/SDV/MBE/WBE Participation):

Contractor will endeavor to achieve DBE participation consistent with the levels being achieved on various projects currently on site and will work with Metro's Business Assistance Office to ensure compliance.

* Amounts and/or percentages are not exclusive



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 364534
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND GOBBELL HAYS PARTNERS, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and GOBBELL HAYS PARTNERS, INC., located in Nashville, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated August 26, 2015, Metro Contract numbered 364534, hereinafter the "CONTRACT", the parties hereby agree:

This amendment effects the following changes to the contract.

1. Extends the contract term of the agreement for an additional twenty-eight months.
2. Narrows the scope of services to project management services for various fairgrounds projects only during the amended term and;
3. Specifies CONTRACTOR'S DBE effort on the amended term such that CONTRACTOR will endeavor to achieve DBE participation consistent with the levels being achieved on various projects currently on site and will work with Metro's Business Assistance Office to ensure compliance.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 364534Amendment Number #1**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

Monica C. Fawcettson MFW
 Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle D. Hernandez Lane JLR
 Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumborllo KM GM
 Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
 Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Gobbell Hays Partners, Inc.

Company Name

Ron Gobbell
 Signature of Company's Contracting Officer

Ron Gobbell

Officer's Name

President Emeritus

Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)
1/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 601 108th Avenue NE, Suite 1969 Bellevue WA 98004	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1439032 Gobbell Hays Partners, Inc. & GHP Environmental + Architecture 215 5th Ave. N. Nashville TN 37219	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	NAIC # 17370
	INSURER B: Travelers Indemnity Company of America	25666
	INSURER C: Travelers Casualty and Surety Company	19038
	INSURER D:	
	INSURER E:	

COVERAGES GOBHA01

CERTIFICATE NUMBER: 15143227

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2007395-17	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BA-8M498787	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	FFX2007396-17	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-8M499286	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Contractor's Pollution Lia	N	N	ECP2007395-17	1/1/2020	1/1/2021	\$1,000,000 ea claim \$1,000,000 ea Pollution condition

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability applies excess of General Liability, Automobile Liability, Professional Liability, Pollution Liability and Employers Liability Metropolitan Government of Nashville & Davidson County and its officials, officers, employees and volunteers are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

364534

CERTIFICATE HOLDER

CANCELLATION See Attachment

15143227

Metropolitan Government of Nashville &
Davidson County
Department of Finance
P.O. Box 196300
Nashville TN 37219

AUTHORIZED REPRESENTATIVE

Contract Number 364534Amendment Number #1**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

Monica C. Fawcettson MFW
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle R. Hernandez Lane JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbello KM GAM
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BL
Metropolitan Attorney Insurance

John Cooper AUG 05 2020
Metropolitan Mayor COO

ATTESTED:

ESH AUG 05 2020
Metropolitan Clerk RS2020-337 Date

CONTRACTORGobbell Hays Partners, Inc.

Company Name

Ron Gobbell
Signature of Company's Contracting Officer

Ron Gobbell

Officer's Name

President Emeritus

Officer's Title

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. BL2020-337

An ordinance approving
Amendment 1 to the contract
for program management
services between Gobbell Hays
Partners, Inc. and the
Metropolitan Government
of Nashville and Davidson
County, which extends the
contract term for
twenty-eight months.

Introduced JUL 07 2020

Passed First Reading JUL 07 2020

Amended

Passed Second Reading JUL 21 2020

Passed Third Reading AUG 04 2020

Approved AUG 05 2020

By 
Metropolitan Mayor*Advertised*

Effective Date



Contract Abstract



Solicitation Title: Program Management Services

Contract Summary: Indefinite Delivery/Indefinite Quantity (ID/IQ) contract to provide program management services as shown on the task details in Exhibit A using the rates shown in Exhibit B.

Contract Number: 364534

Solicitation Number: 729084

Contracting Firm: Gobbell Hays Partners, Inc.

Address 1: 217 5th Avenue North

Address 2:

City: Nashville

State: TN Zip: 37219

Contact: Dominique Arrieta

Email Address: darrieta@ghp1.com

Phone #: 615-254-8500

E1#: 173741

Contract Includes:				
MBE	WBE	SBE	SDV	DBE [#]
X	X	X	X	

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal**

Contract Start Date: 08/07/2015

End Date: 08/06/2020

Purchasing Staff: Terri Troup

BAO Staff: Michelle Lane

Contract Life's
Est. Value: \$10,000,000.00
Fund: 10101
BU #: 10103220

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Gobbell Hays Partners, Inc.	196	N/A	Only One Offer Received
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

Notes:

* **Invitations to Bid (ITB)** are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.

****Requests for Proposals (RFP)** are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.

***Sole Source** awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..

****Emergency** Purchases are purchases to address immediate health, safety, or general welfare needs for the public.

#DBE designated firms are reported for some state funded and all federally funded projects.

Contract Purchase Agreement 364534,
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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Gobbell Hays Partners, Inc.** ("CONTRACTOR") located at **217 5th Avenue North, Nashville, TN 37219**. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s), including Exhibit A (Task Details) and Exhibit B (Rates)*
- *The solicitation documentation (made a part of this contract by reference)(RFQ # 729084),*
- *Purchase orders (and PO Changes),*
- *CONTRACTOR's response to solicitation,*
- *Procurement Nondiscrimination Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide indefinite delivery/ indefinite quantity program management services using the tasks shown in Exhibit A using the rates shown in Exhibit B.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by Metro.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end (60) months from the date of filing with the Metropolitan Clerk's Office.

Contract Purchase Agreement 364534,
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In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

3.2. COMPENSATION

3.2.1. Contract Value

This contract has an estimated value of \$10,000,000.00. The pricing details documented below and more fully described in Exhibit B are made a part of this contract by reference. CONTRACTOR shall be paid as work is completed and METRO is invoiced in the format and frequency as agreed to by the department. All invoices should include all supporting documentation, including but not limited to the Approved Project Team Proposal Form.

3.2.2. Other Fees

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

3.2.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4. TERMINATION

4.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall identify the breach and CONTRACTORS shall cure the performance within thirty (30) days. Failure to satisfactorily provide cure, METRO shall have the right to immediately terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

4.2. Lack of Funding

Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.

4.3. Notice

METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay

to CONTRACTOR the amount due for satisfactory work.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the Procurement Nondiscrimination Program ("PNP") documents shall be part of each individual solicitation response and incorporated herein by reference.

5.4. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

CONTRACTOR must provide the provided form indicating that CONTRACTOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

5.6. Letter of Intent to Perform as a Subcontractor/Joint Venture

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In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO")."

5.7. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

5.8. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6. INSURANCE

6.1. Proof of Insurance

During the term of this contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, PO, or Contract number on the ACORD document.

6.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars

6.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

6.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than

five (5) employees).

6.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability Insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

6.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW

INSURANCE AND RISK MANAGEMENT

METROPOLITAN COURTHOUSE, SUITE 108

PO BOX 196300

NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless

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subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall maintain subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

7.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

7.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or the CONTRACTORs response to the solicitation.

7.4. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect

settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

Procure for METRO the right to continue using the products or services.

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or

The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

7.5. Record Maintenance

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this contract.

7.6. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

7.7. METRO Property

Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property. All documents which make up this contract; all other documents furnished by METRO; all conceptual drawings, design documents,

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closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

7.8. Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

7.9. Partnership/Joint Venture

This contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this contract.

7.10. Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.11. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

7.12. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

7.13. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes

and personal property taxes.

7.14. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

7.15. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents and employees from:

- A. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- D. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

7.16. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

7.17. Assignment--Consent Required

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release

Contract Purchase Agreement 364534,
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CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT

DIVISION OF ACCOUNTS

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

7.18. Entire Contract

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.19. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.20. Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.21. Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

7.22. Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 364534

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Gobbell Hays Partners, Inc.

Attention: Dominique Arrieta

Address: 217 5th Avenue North, Nashville, TN 37219

Telephone: 615-254-8500

Fax: 615-256-3439

E-mail: darrieta@ghp1.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Gobbell Hays Partners, Inc.

Attention: Connie Richardson

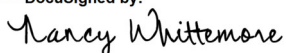
Address: 217 5th Avenue North, Nashville, TN 37219

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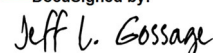
Contract Number 364534**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

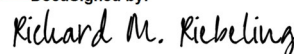
**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

DocuSigned by:

 Deputy Mayor
 Dept. Fin.

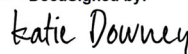
**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

DocuSigned by:

 Purchasing Agent
 Purchasing

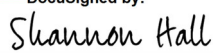
APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

 Director of Finance
 OMB BA

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

 Metropolitan Attorney
 Insurance

FILED BY THE METROPOLITAN CLERK:

DocuSigned by:

 Metropolitan Clerk
 Date 8/26/2015

CONTRACTOR

Gobbell Hays Partners, Inc.

Company Name

DocuSigned by:

 Signature of Company's Contracting Officer

Dominique Arrieta

Officer's Name

VP of Operations

Officer's Title

Exhibit A - Tasks Details

Provide a wide range of administrative, management, technical and/or inspection services to assist the Department of General Services and other Metro departments, agencies, commissions, and boards with all aspects of facility programs. The scope of work shall include but not be limited to Administrative Facilities, Detention Facilities, Library Facilities, Educational Facilities, Healthcare Facilities, Sports Facilities and Disaster Recovery Projects.

All requests for services must be approved in writing by the department or agency head prior to the submission of a quote. All quotes must be approved in writing by the department or agency head prior to the issuance of a purchase order or notice to proceed.

This contract is for the provision of services as requested by Metro for the purpose of staff augmentation. The Contractor will not perform services under this contract if Metro has established another contract to obtain the services (unless the department head and the Purchasing Agent determine that it is in Metro's best interest)

Additionally, any future subcontractors, required by the Contractor to perform services requested by Metro under this contract, must be approved by the department head, and the total cost for which per project may not exceed \$10,000.00 (unless the department head and the Purchasing Agent determine that it is in Metro's best interests to approve another amount for a particular project). Unless otherwise approved in writing, if the Contractor cannot meet a Metro service request without subcontracting for the work in an amount less than \$10,000.00, the subject service scope of work will be submitted to the Procurement Division for the purpose of Metro contracting directly for the service.

Statement of Purpose

Contractor will provide administrative, management, technical and other required services in support of multiple undefined projects, of a capital improvements nature, throughout Metro, including but not limited to projects utilizing a single prime contractor, multiple prime contractors, design/build, construction manager-at-risk, design-bid-build or other approaches.

Contractor is responsible for all work performed under this contract. As a result, the contractor must hold the appropriate license and insurance in which work is being performed.

In addition, Project Managers will be expected to use Metro's program management and facility management System. Contractor's staff should have the experience and ability to review technical construction documents, including BIM.

Contractor will also be expected, over the term of the contract, to provide technical assistance for multiple undefined special studies of a capital improvements nature that may from time to time be required by Metro. Such assistance will likely involve the development of a scope of work, assistance in evaluating potential contractors, project monitoring and reporting. Individual studies may be broad-based, involving elements affecting all Metro agencies and/or facilities, or more narrowly focused on only one Metro agency and/or facility.

When Metro requests quotes for Program Management staffing, it will require the submission of the Project Team Proposal Form (See Attached) and submit the following:

1. Total Cost, including a detail of titles, hours, and rates;
2. An understanding of the Metro's requirements for the job (Management Summary);
3. Proposed plan of approach (including major tasks and sub-tasks);

Exhibit A - Tasks Details

4. Proposed personnel;
5. Proposed time of completion of services including issuance of test results;

Approved project team proposal form must be submitted with each pay application.

In order to avoid a potential conflict of interest, no individual(s) assigned to the resulting contract will be eligible to oversee projects for which their firm submits an offer and/or performs the work as a subcontractor.

Scope Details

Department of General Services and other authorized Metro departments, agencies, commissions, and boards expect to achieve the following objectives by teaming with and utilizing the expertise and services of the Contractor:

- Development of program purpose
- Establishment of program goals
- Research on historic/case-study program needs
- Interviews to determine program needs
- Site visits to similar projects to develop and/or understand programmatic requirements
- Building assessments to determine if program needs will fit in proposed spaces
- Oversight of program status during the phases of design and construction
- Site assessments to develop and/or understand programmatic requirements
- Traffic studies to develop and/or understand programmatic requirements
- Development of project budgets inclusive of program needs
- Development of a written program for a project
- Development of plans, elevations and Sections to assist in defining a program
- Development of equipment schedules
- Program coordination with public or private agencies (example: Arts Commission, Department of Energy, Vendors, Suppliers, etc.)
- Development of bridging documents or design criteria
- Accountable for coordinated management of projects directed towards program objectives
- Initiate projects, manage costs, schedules, and performance from a program perspective
- Prioritizing resources and linking tasks related to the projects with program needs

For each project, provide post-construction services including but not limited to:

- Ensure closeout documents are submitted in accordance with project documents;
- Schedule the closeout process to ensure timely submissions, punch list activity and inspections;
- Coordinate and scheduling onsite building systems training with Metro's building maintenance personnel;
- Produce project close out and contract(s) performance reports as requested by Metro entities;
- Perform and promote good public relations with neighborhoods, individual citizens, the local business community and public officials, with public information updates and reports regarding project(s) status relative to schedules, revenues and budgets, utilizing appropriate charts, graphs and photos.

Project Initiation

Upon receipt of a Project Request, which shall include a reasonably detailed description of the business requirements underlying such request, Contractor shall provide Metro with a plan that encompasses the following;

Exhibit A - Tasks Details

- Analysis of business needs/requirements, with measurable goals
- Review of current operations
- Financial analysis of cost and benefit, including a budget
- Stakeholder analysis, including end user and support personnel for project
- Project charter, including cost, task, deliverables and schedule.

Planning and Designing

Contractor shall prepare planning and development details including:

- Identify type of plan with details necessary for this project
- Develop scope of work
- Identify planning team requirements
- Identify deliverables and development of work plan structure
- Identify the activities necessary to complete deliverables, including logical sequence for activities
- Estimate any necessary resources for project
- Develop schedule
- Develop budget
- Develop risk plan
- Develop plan for formal approval process
- Develop communication plan
- Develop bridge documents
- Develop schematics

Executing

Contractor shall prepare plan for executing project which includes the processes needed to complete the work defined in the Program Management plan to accomplish the project's requirements. (Plan to include the process required for coordinating people and resources; and process for integrating and performing the activities of the project in accordance with the program management plan).

Monitoring and Controls

Contractor shall prepare plan for processes needed to monitor and control project so that any potential problems can be identified in a timely manner and corrective action can be taken to control the execution of the project. Included in this plan will be the details as to how project performance is tracked and measured to identify any variances from the program management plan.

Monitoring and Controlling plan to include:

- Measure the ongoing project activities
- Review and approve pay apps submitted by contractors/consultants (If assigned this role on a specific project)
- Monitor the project variables, including cost, effort, scope of work against the program management plan and project performance baseline
- Identify corrective actions to address issues and risks properly
- Plan for managing factors that could circumvent integrated change controls so only approved changes are implemented
- Plan to provide feedback in multi-phase projects between project phases in order to implement corrective or preventative actions so as to bring project into compliance with the program management plan

Exhibit A - Tasks Details

- Plan for managing change order requests that includes review of initial project goals and objectives
- Maintain Certified Payroll reports for each project (If assigned this role on a specific project).

Closing

Contractor is to provide process for formal acceptance of project by Metro, including; documentation of lessons learned; final Project documents for archiving.

Background Checks

Contractor and subcontractor(s) will be required to pass a background check for all employees that will possibly be on a Metro site(s). The cost of the background checks will be the responsibility of the contractor. In addition, Metro will have other security requirements such as with control of entry and photo security requirements. All personnel working under this contract, whether a prime contractor or subcontractor, must have their Metro IDs visible at all times.

Contractor's Responsibilities

The resulting contract will be a performance-based contract. GENERAL SERVICES, or authorized Metro department, expects the Contractor to lead the project team to achieve its required outcome. In so doing, the Contractor shall provide for:

- **Key Staff Member(s):** Contractor's key staff member(s) must be physically perform in the Nashville Metropolitan Area. They must also be equipped with cell phones for improved communication with Metro.
- **Personnel Change:** Changes in the Contractor's personnel must be submitted in writing and subject for approval by General Services.
- **Primary Contact:** Contractor must provide one primary point of contact for the Contract.
- **Staff Capabilities:** The selected Contractor shall have full staff, or sub- contractual, capabilities to perform the services under this contract or sub-contractual arrangements satisfactory to Metro. The efficiency and productivity of the Contractors personnel assigned to perform the Projects shall be at a minimum consistent with that of personnel of employees of Building Operations and Support Services.
- **Project Schedule and Budget:** It is the responsibility of the Contractor to develop a project schedule and budget based on each approved project. Contractor shall take steps as necessary to complete such Projects in a timely and efficient manner consistent with Metro's business requirements as made known to Vendor.
- **Required Hardware and Software:** Contractor shall be fully equipped to communicate electronically with Metro in a format acceptable to Metro. Hardware (laptop required for personnel assigned exclusively to Metro under the flat rate provision) and software shall be comparable to the minimum standards for Metro computer contracts as defined by the Information Technology Services Department. Contractor shall provide this computer hardware and software, along with a cell phone, at no additional expense to Metro.
- **Compliance:** Compliance with all current applicable laws, regulations, orders, and other legal requirements is required. This includes following laws and regulations pertaining to procurement practices and provision of required documentation. In addition, contractor(s) must comply with the DCM policies and procedures manual for all projects.
- **Project Assignments:** Other requirements as may be identified in specific work assignments. Contractor shall implement an appropriately detailed labor tracking system to track such resource availability and usage

Exhibit A - Tasks Details

- **Project Methodology:** Contractor shall provide a disciplined project methodology for use on the Projects and shall adhere to such methodology during the performance of the Projects. Contractor shall revise this methodology as required to meet Metro's needs. Contractor shall provide Metro with a comprehensive description of the methodology, the formal training available, the tools used with the methodology, the program management tools to be used with the methodology, and the plan for implementing the methodology within the Metro environment.
- **Productivity:** In consultation with and as approved by Metro, the Contractor shall work to increase the productivity of such personnel through the use of tools, disciplines, Contractor processes and other appropriate development productivity methods, including industry accepted "best practice" methods.

Metro's Responsibilities

- Metro shall provide specific project scope and program information for each assigned project.
- Metro shall provide the Contractor with reasonable access to the work site(s) and special site-specific consideration.
- Metro shall provide procurement and contract services to facilitate sourcing, solicitation, selection, contracting, and amending contracts.
- Metro (or a Metro agency authorized by General Services to utilize this contract) shall be responsible for managing the terms of the contract.

Exhibit B - Rates

<i>Annual Increase Proposed</i>	<i>Base Year</i>	<i>0.00%</i>	<i>1.00%</i>	<i>2.00%</i>	<i>3.00%</i>
Services List	Hrly Rate (Yr. 1)	Hrly Rate(Yr. 2)	Hrly Rate (Yr. 3)	Hrly Rate (Yr. 4)	Hrly Rate(Yr. 5)
Principal-in-Charge	\$ 230.00	\$ 230.00	\$ 232.30	\$ 236.95	\$ 244.05
Program Director	\$ 170.00	\$ 170.00	\$ 171.70	\$ 175.13	\$ 180.39
Senior Environmental Health & Safety Program Manager	\$ 165.00	\$ 165.00	\$ 166.65	\$ 169.98	\$ 175.08
Senior Program Manager	\$ 160.00	\$ 160.00	\$ 161.60	\$ 164.83	\$ 169.78
Associate Program Manager	\$ 120.00	\$ 120.00	\$ 121.20	\$ 123.62	\$ 127.33
Senior Industrial Hygienist	\$ 115.00	\$ 115.00	\$ 116.15	\$ 118.47	\$ 122.03
Industrial Hygienist	\$ 85.00	\$ 85.00	\$ 85.85	\$ 87.57	\$ 90.19
Code Reviewer	\$ 165.00	\$ 165.00	\$ 166.65	\$ 169.98	\$ 175.08
Intern Architect	\$ 85.00	\$ 85.00	\$ 85.85	\$ 87.57	\$ 90.19
CADD Technician/Draftsman	\$ 90.00	\$ 90.00	\$ 90.90	\$ 92.72	\$ 95.50
LEED Facilitator	\$ 150.00	\$ 150.00	\$ 151.50	\$ 154.53	\$ 159.17
Preconstruction Manager	\$ 125.00	\$ 125.00	\$ 126.25	\$ 128.78	\$ 132.64
Program Manager	\$ 140.00	\$ 140.00	\$ 141.40	\$ 144.23	\$ 148.55
Project Coordinator	\$ 80.00	\$ 80.00	\$ 80.80	\$ 82.42	\$ 84.89
Support Services	\$ 75.00	\$ 75.00	\$ 75.75	\$ 77.27	\$ 79.58
Communication Specialist	\$ 200.00	\$ 200.00	\$ 202.00	\$ 206.04	\$ 212.22
Marketing Specialist	\$ 175.00	\$ 175.00	\$ 176.75	\$ 180.29	\$ 185.69
Commissioning Agent	\$ 140.00	\$ 140.00	\$ 141.40	\$ 144.23	\$ 148.55
Energy Modeler	\$ 145.00	\$ 145.00	\$ 146.45	\$ 149.38	\$ 153.86
Senior Engineering Consultant	\$ 175.00	\$ 175.00	\$ 176.75	\$ 180.29	\$ 185.69
Engineering Consultant	\$ 125.00	\$ 125.00	\$ 126.25	\$ 128.78	\$ 132.64
Construction Inspector	\$ 115.00	\$ 115.00	\$ 116.15	\$ 118.47	\$ 122.03
Materials Specifier	\$ 110.00	\$ 110.00	\$ 111.10	\$ 113.32	\$ 116.72
Estimator	\$ 110.00	\$ 110.00	\$ 111.10	\$ 113.32	\$ 116.72



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Seattle, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Nautilus Insurance Company	
NAIC # 17370	
INSURER B : Liberty Mutual Fire Insurance Company	
NAIC # 23035	
INSURER C : Employers Insurance Company of Wausau	
NAIC # 21458	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> </div>	X		ECP2007395-12	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </div> </div>	X		AS2-Z91-425134-075	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <div style="display: flex; justify-content: space-between;"> <div>DED</div> <div>RETENTION \$</div> </div>			FFX200739612	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 6,000,000
							AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCC-Z91-425134-065	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof/Poll Liability			ECP2007395-12	01/01/2015	01/01/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability policy is excess over General Liability, Auto Liability, Employers Liability and Professional/Pollution Liability.

Re: GHP Project # 15214.00 - Metro Nashville Program Management Services - Metro solicitation # RFQ 729084

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers are named as Additional Insureds per General Liability Additional Insured endorsement numbered ECP 1004 04 10 and Automobile Liability Additional Insured endorsement numbered CA 20 48 10 13.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent Metro Courthouse Nashville, TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Pollution/Professional Liability CARRIER: Nautilus Insurance Company POLICY TERM: 1/1/2015 – 1/1/2016 POLICY NUMBER: ECP2007395-12	Pollution Liability: \$1,000,000 each pollution condition Professional Liability: \$1,000,000 each claim

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- ☒ **COVERAGES A AND B – GENERAL LIABILITY**
- ☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A, B** and **D**, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. Your work **performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or**
 - b. Your work performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. Your work **performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or**
 - b. Your work **performed for such person(s) or organizations(s) and included in the products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY NUMBER: AS2-Z91-425134-075

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Certificate Of Completion

Envelope Id: 30CA054FD7D1425F8F3EC814F0E1F88F

Status: Sent

Subject: Metro Contract 364534 Amendment 2 with GHP, Inc (Fairgrounds)

Source Envelope:

Document Pages: 43

Signatures: 10

Certificate Pages: 17

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

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Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

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Status: Original

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Holder: Procurement Resource Group

prg@nashville.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Davidson County

Location: DocuSign

Signer Events**Signature****Timestamp**

Terri L. Ray

Terri.Ray@nashville.gov

Senior Procurement Officer

Metropolitan Government of Nashville and Davidson
CountySecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



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Signed: 11/10/2022 11:13:25 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Satrice Allen

Satrice.Allen@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



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Electronic Record and Signature Disclosure:

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Greg McClarin

Greg.McClarin@Nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 11/11/2022 8:43:11 AM

ID: 3300ec15-2ee8-470f-810a-316875817e4a

Ron Gobbell

RGobbell@ghp1.com

President Emeritus

Gobbell Hays Partners, Inc.

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**






Sent: 11/11/2022 8:51:50 AM

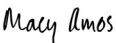
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Signature Adoption: Pre-selected Style

Using IP Address: 12.169.26.212

Signer Events	Signature	Timestamp
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<p>SHERI WEINER sheri@sheriweiner.com Hearing Services of Tennessee Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/14/2022 1:25:27 PM ID: f0b540f0-d4b4-495d-b9f5-49dff2b13e62</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 174.212.163.129 Signed using mobile</p>	<p>Sent: 11/14/2022 9:15:12 AM Viewed: 11/14/2022 10:58:17 AM Signed: 11/14/2022 10:58:45 AM</p>
<p>Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/14/2022 11:02:41 AM ID: b1e33ba5-e4aa-499f-b22a-b91bca06fe90</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.212.167.128 Signed using mobile</p>	<p>Sent: 11/14/2022 10:58:51 AM Viewed: 11/14/2022 11:02:41 AM Signed: 11/14/2022 11:04:45 AM</p>
<p>Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/14/2022 11:19:48 AM ID: 730bd94a-b7c0-4e21-afad-3ce6e29bbf09</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 11/14/2022 11:04:51 AM Viewed: 11/14/2022 11:19:48 AM Signed: 11/14/2022 11:20:09 AM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/15/2022 8:57:33 AM ID: 6e72d38e-98c0-4a62-a0bb-81346d56a4e6</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 11/14/2022 11:20:15 AM Viewed: 11/15/2022 8:57:33 AM Signed: 11/15/2022 8:57:41 AM</p>

Signer Events	Signature	Timestamp
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 11/15/2022 8:57:50 AM Viewed: 11/15/2022 7:26:58 PM Signed: 11/15/2022 7:27:44 PM

Electronic Record and Signature Disclosure:
Accepted: 11/15/2022 7:26:58 PM
ID: 295b6fc6-c21f-4b9f-ae42-11e77100515f

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

Sent: 11/15/2022 7:28:08 PM
Viewed: 11/16/2022 6:52:28 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

John Stewart
john.stewart@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/30/2022 9:09:07 AM
ID: 2cc8a467-2cb8-4cc8-bbfb-10eef8f43391

COPIED

Sent: 11/10/2022 11:13:31 AM

Dustin Owens
Dustin.Owens@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/11/2022 8:27:59 AM
ID: c80a24cf-0262-412d-8402-f05cb2f3bf9d

COPIED

Sent: 11/11/2022 8:34:06 AM

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/15/2022 11:58:53 AM
ID: 824b4a72-040d-43ef-8ba4-5f240ff2b3f9

COPIED

Sent: 11/15/2022 7:27:53 PM

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

COPIED

Sent: 11/15/2022 7:28:01 PM

Carbon Copy Events	Status	Timestamp
Accepted: 11/15/2022 7:26:58 PM ID: 295b6fc6-c21f-4b9f-ae42-11e77100515f		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/15/2022 1:36:48 PM ID: 61acabdc-e4a4-4978-bf8a-72b945706b32		
Sierra Washington sierra.Washington@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 10/5/2022 9:19:03 AM ID: 16e1c323-50f4-47cb-a653-cb742e8c3484		
Laura Womack laura.womack@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/14/2022 10:48:00 AM ID: f4dc1cfd-9d4a-4768-912d-d0be87aff5b4		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/29/2022 12:37:49 PM ID: 7bf29437-ce50-4cdd-8336-8c55e183f973		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2022 11:12:17 AM
Certified Delivered	Security Checked	11/16/2022 6:52:28 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		