

**CONTINUING CONTRACT FOR  
PROFESSIONAL SERVICES  
BETWEEN THE  
DEKALB COUNTY BOARD OF EDUCATION  
AND**

**Design**

**Professional:**           Total Systems Commissioning, Inc.          

**Design**

**Professional Address:**   2148 Hills Avenue NW, Suite I          

                                  Atlanta, Georgia 30318                                  

**Solicitation No.:**

                                  RFP No. 24-752-037

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## **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

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This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and     **Total Systems Commissioning, Inc.**    , authorized to do business in the State of Georgia, whose business address is     2148 Hills Avenue NW, Suite I, Atlanta, Georgia 30318     (hereinafter referred to as the "COMMISSIONING AUTHORITY"). This Contract shall be effective on the date executed by the last party to execute it.

### **WITNESSETH:**

**WHEREAS**, it is in the best interests of OWNER to be able to obtain Third Party Commissioning, **or consulting** services expeditiously when a need arises in connection with a study or a partial or entire DeKalb County School District construction project; and

**WHEREAS**, Board Policy DJE, Section III, makes provisions for contracts for professional services; and

**WHEREAS**, OWNER has selected Commissioning Authority in accordance with the provisions of Board Policy DJE, and Commissioning Authority will provide Third Party Commissioning, **or consulting** services as directed by Owner for such projects and tasks as may be required on an as needed basis by Owner.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Commissioning Authority Professional agree:

### **ARTICLE 1**

#### **COMMISSIONING AUTHORITY RESPONSIBILITIES**

- 1.1 From time to time upon request or direction of the Owner as hereinafter provided, Commissioning Authority shall provide to Owner Third Party Commissioning, **or consulting** services (hereinafter the "Services"). All Services to be provided by Commissioning Authority pursuant to this Contract shall be in conformance with the scope of services, which shall be described in a Work Authorization issued pursuant to the procedures described herein. The form of the Work Authorization is set forth in **Exhibit B** attached hereto and incorporated herein by reference. Any proposed deviation from the Services set forth in the Work Authorization must be brought to Owner's attention in writing by Commissioning Authority and all such deviations must be expressly approved by Owner in writing in advance.
  - 1.1.1 All Services must be authorized in writing by Owner in the form of a Work Authorization, and Commissioning Authority shall not provide any Services to Owner unless and to the extent they are required in a written Work Authorization. Any Services provided by Commissioning Authority without a written Work Authorization shall be at Commissioning Authority own risk and Owner shall have no liability or responsibility for payment for such Services.
  - 1.1.2 As Owner identifies certain Services it wishes Commissioning Authority to provide pursuant to the terms of this Contract, Owner shall request a proposal from Commissioning Authority for such Services, said proposal to be in compliance with the terms of this Contract and in the form of **Exhibit G** attached hereto and

incorporated herein by reference. If the parties reach an agreement with respect to such Services, including, but not limited to the scope of those Services and the compensation to be paid for such Services, then Owner shall prepare a Work Authorization which incorporates the terms of the understanding reached by the parties with respect to such Services, and if both parties are in agreement therewith, they shall jointly execute the Work Authorization. The Owner's proposal documents for each Project shall be attached hereto as **Exhibit A** and incorporated herein by reference.

- 1.1.3 Upon execution of a Work Authorization as aforesaid, Commissioning Authority agrees to promptly provide the Services required thereby, in accordance with the terms of this Contract, the subject Work Authorization, the Schedule (as defined in Paragraph 3.1 hereof), and all applicable laws, ordinances, rules and regulations.
- 1.1.4 It is mutually understood and agreed that the nature, amount, and frequency of the Services shall be determined solely by Owner and that Owner does not represent or guarantee unto Commissioning Authority that any specific or minimum number of Services will be requested or required of Commissioning Authority pursuant to this Contract.
- 1.1.5 Commissioning Authority agrees that upon request of Owner under this Contract Commissioning Authority will provide bidding assistance and construction contract administration services as needed.
- 1.1.5 Commissioning Authority shall have no authority to act as the agent of Owner under this Contract or to obligate OWNER in any manner or way. Commissioning Authority is an independent contractor, and neither it nor any of its agents, servants or employees will be an employee or agent of the Owner. Nothing contained in this Contract shall constitute or be deemed or construed to create a partnership or joint venture, or any agency relationship, between owner and Commissioning Authority.
- 1.1.6 All duly executed Work Authorizations shall be and are hereby incorporated into and made a part of this Contract by reference.
- 1.2 Commissioning Authority agrees to obtain and maintain throughout the period of this Contract all such licenses and permits as are required for Commissioning Authority to do business in the State of Georgia and in DeKalb County, including, but not limited to, all licenses and permits required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by Commissioning Authority pursuant to this Contract.
- 1.3 Commissioning Authority agrees that, when the Services to be provided hereunder relate to a professional service which, under the laws of the State of Georgia, requires a license, certificate of authorization or other form of legal entitlement to practice such Services, it shall employ and/or retain only qualified personnel to provide such Services.
- 1.4 Commissioning Authority hereby designates Richard C. Dutro as its Principal in Charge (hereinafter referred to as the "Principal in Charge"), who has full authority to bind and obligate Commissioning Authority on all matters arising out of or relating to this Contract. For each Work Authorization, Commissioning Authority will designate in writing an individual to serve as Commissioning Authority' representative (hereinafter referred to as the "Representative"), who may be the same as the Principal in Charge. The Representative is authorized and responsible to act on behalf of the Commissioning Authority with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Work Authorization. By execution of this Contract, Commissioning Authority acknowledges that the Principal in Charge and Representative(s) have full authority to bind and obligate Commissioning Authority on all matters arising out of or relating to this

Contract and the Work Authorization, respectively. Commissioning Authority agrees that the Principal in Charge and the Representatives shall devote whatever time is required to satisfactorily and diligently manage the Services to be provided and performed by Commissioning Authority under the Work Authorization. Further, Commissioning Authority agrees that the Principal in Charge and the Representatives shall not be removed by Commissioning Authority without Owner's prior approval, and if so removed must be immediately replaced with a person acceptable to Owner, which approval and acceptance shall not be unreasonably withheld by Owner.

- 1.5 The Commissioning Authority shall assign only qualified personnel to perform any service concerning the Project (as defined in Paragraph 3.1 hereof). The Commissioning Authority management, design, and construction administration staff assigned to the Project shall have experience in K-12 school design and construction. The Owner shall have the right, but not the obligation, to interview the management, design, and construction administration staff that will be assigned to the Project.
- 1.6 Commissioning Authority agrees that its senior staff, subconsultants and subcontractors who will perform any Services under this Contract are subject to Owner's reasonable approval. Attached hereto as **Exhibit C** is a listing of Commissioning Authority' senior staff, subconsultants and subcontractors who have been assigned to provide the services required under this Contract. None of the senior staff, subconsultants and subcontractors identified in **Exhibit C** shall be removed from a Project by Commissioning Authority without OWNER'S prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to Owner. Commissioning Authority further agrees, within fourteen (14) calendar days of receipt of a written request from Owner, to promptly remove from a Project and replace the Representative, or any other personnel employed or retained by Commissioning Authority, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by Commissioning Authority to provide and perform any of the Services pursuant to the requirements of this Contract, whom Owner shall request in writing to be removed, which request may be made by Owner with or without cause. If Commissioning Authority is required to remove and replace a subconsultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Work Authorization to which such subcontractor or subconsultant may have been assigned.
- 1.7 Commissioning Authority represents to Owner that it has expertise in the type of professional Services that will be required under this Contract. Drawings shall be prepared in electronic AutoCAD 2014 format and a project manual for each Project (the "Project Manual") shall be prepared as an electronic Word 2010 document. By execution of this Contract and each subsequent Work Authorization issued hereafter, if any, Commissioning Authority acknowledges it has received the most recent version of the DCSD 2020 Vision – Educational Specifications and Design Guidelines as of the date of this Contract or such subsequent Work Authorization and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. Commissioning Authority agrees that all Services to be provided by Commissioning Authority pursuant to this Contract shall be subject to Owner's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Georgia Department of Education requirements, Georgia Construction Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project (as defined in Paragraph 3.1 hereof) or the Services to be provided and performed by Commissioning Authority hereunder. In the event of any conflicts in these requirements, Commissioning Authority shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Owner's approval of any design documents in no way relieves Commissioning Authority of its obligation to deliver complete and accurate documents necessary for successful completion of the subject Project pursuant to the Work Authorization.

- 1.8 Commissioning Authority agrees not to divulge, furnish or make available to any third person, firm or organization, without Owner's prior written consent, or unless incident to the proper performance of Commissioning Authority' obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by Commissioning Authority hereunder, and Commissioning Authority shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. This paragraph shall survive the expiration or earlier termination of this Contract.
- 1.9 Commissioning Authority acknowledges that Owner may contract with a construction manager or general contractor who, if retained, shall be responsible for any construction identified in the Work Authorization (hereinafter referred to as "Construction Contractor"). If a Construction Contractor Is Retained, Commissioning Authority agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of work and services to Owner. Also, in such event, Commissioning Authority agrees to incorporate, whenever reasonably practicable and consistent with good design principles, and after Owner's written approval, all suggestions or recommendations timely made by Construction Contractor with respect to any design set forth in the Work Authorization.
- 1.10 Commissioning Authority agrees to comply with all of Owner's rules and regulations with respect to safety and security at the Owner's facilities, including Owner's drug program, as said rules and regulations may be modified and amended by Owner from time to time. Commissioning Authority further agrees to enforce compliance with such rules and regulations by all of Commissioning Authority' subconsultants and subcontractors.
- 1.11 Owner may have one or more representatives visit the site of the Project (as defined in Paragraph 3.1 hereof) from time to time, or on a full-time basis, and Commissioning Authority shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative of Owner shall relieve Commissioning Authority from any of its duties or obligations hereunder.
- 1.12 Commissioning Authority shall be responsible for obtaining and reviewing all geological reports obtained by Owner with respect to the Project (as defined in Paragraph 3.1 hereof). Commissioning Authority' design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event Commissioning Authority has any questions or concerns about the contents of any such reports, Commissioning Authority shall notify Owner in writing within ten (10) days of Commissioning Authority' receipt of any such geological reports. Commissioning Authority and Owner will work in good faith to mutually resolve any such questions or concerns.

## **ARTICLE 2**

### **OWNER'S RESPONSIBILITIES**

- 2.1 For each Work Authorization, OWNER shall designate in writing a project coordinator to act as Owner's representative with respect to the Services to be rendered under the Work Authorization (hereinafter referred to as the "Project Manager"). The Project Manager shall have authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Commissioning Authority' Services under the Work Authorization. However, except as may be otherwise expressly authorized in writing by the DeKalb County School District, neither the Project Manager nor any other party is authorized to issue any oral or written orders or instructions to Commissioning Authority that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Services to be provided and performed by Commissioning Authority as set forth in the Work Authorization; (2) the time in which Commissioning Authority is obligated to complete all such Services as set forth in the Work Authorization or in the Schedule (as defined in Paragraph 3.1 hereof) submitted and approved pursuant to this Contract; (3) the

amount of compensation Owner is obligated or committed to pay Commissioning Authority as set forth in the Work Authorization; or (4) the indemnification obligations of Commissioning Authority under the Contract or the Work Authorization. Any additional services (hereinafter the "Additional Services") must be approved in writing in the form of a written and executed amendment to this Contract or applicable Work Authorization prior to starting such Additional Services. OWNER will not be liable or responsible for the costs of Additional Services commenced without its express prior written approval.

- 2.2 Within a reasonable time after request from Commissioning Authority, Owner shall provide, if available, all criteria and information requested by Commissioning Authority necessary for Commissioning Authority to comply with Owner's requirements for the Services specified in the Work Authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, which may affect the Services.
- 2.3 Within a reasonable time after request from Commissioning Authority, Owner will make available to Commissioning Authority all reasonably available information in Owner's possession pertinent to the Services specified in the Work Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction set forth in the Work Authorization necessary for Commissioning Authority to comply with Owner's requirements for the Services specified in the Work Authorization.
- 2.4 Owner shall arrange for access to and make all reasonable provisions for Commissioning Authority to enter the site set forth in the Work Authorization (if any) to perform the Services to be provided by Commissioning Authority under this Contract. Commissioning Authority acknowledges that such access may be provided during times that are not the normal business hours of Commissioning Authority.
- 2.5 Owner shall provide written notice to Commissioning Authority of any deficiencies or defects discovered by Owner with respect to the Services to be rendered by Commissioning Authority hereunder.
- 2.6 Wherever the terms of this Contract refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Contract) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, or Owner's designee, including Project Manager, unless otherwise stated.

### **ARTICLE 3**

#### **SCHEDULE**

- 3.1 Within ten (10) days of receiving a written Work Authorization from Owner to perform Services hereunder for a particular project ("Project"), Commissioning Authority agrees to submit to Owner a computer-generated bar graph time schedule ("Schedule") for the performance of such Services to be provided with respect to the Project. Said Schedule shall be of a form and content satisfactory to Owner. Services to be rendered by Commissioning Authority shall be commenced, performed and completed in accordance with the Work Authorization and the Schedule. Time is of the essence with respect to the performance of this Contract, including any and all Projects assigned to Commissioning Authority.
- 3.2 Should Commissioning Authority be obstructed or delayed in the prosecution or completion of its Services as a result of unforeseeable causes beyond the control of Commissioning Authority, including but not restricted to acts of God or of public enemy, acts of government

or negligent or intentionally wrongful conduct of Owner, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, and not due to Commissioning Authority' own fault or neglect, then Commissioning Authority shall notify OWNER in writing within three (3) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof and requesting a reasonable extension of time, or be deemed to have waived any right which Commissioning Authority may have had to request a time extension.

- 3.3 Unless otherwise expressly provided for in the Work Authorization, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of Commissioning Authority' from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve Commissioning Authority of its duty to perform or give rise to any right to damages or additional compensation from Owner. Commissioning Authority expressly acknowledges and agrees that it shall receive no damages for delay. Commissioning Authority' sole remedy, if any, against OWNER will be the right to seek an extension of time to its Schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of Commissioning Authority, the Services to be provided hereunder have been delayed for a total of six (6) months or more, Commissioning Authority' compensation shall be equitably adjusted, with respect to those Services that have not yet been performed, to reflect the incremental increase in costs actually experienced by Commissioning Authority, if any, as a result of such delays.
- 3.4 Should Commissioning Authority fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner in compliance with this Contract, the Work Authorization and all applicable laws, then, in addition to any other rights or remedies available to Owner hereunder, Owner at its sole discretion and option may withhold any and all payments due and owing to Commissioning Authority until such time as Commissioning Authority resumes performance of its obligations hereunder in such a manner so as to establish to Owner's satisfaction that Commissioning Authority' performance is or will shortly be back on schedule and in compliance with this Contract, the Work Authorization and all applicable laws.
- 3.5 Notwithstanding anything herein to the contrary, this Contract may be renewed annually by OWNER at its sole discretion. If Owner elects not to renew this Contract, it shall send written notice thereof to Commissioning Authority at least ten (10) days prior to the annual anniversary date of this Contract. If Owner fails to send said written nonrenewal notice as herein provided, Owner shall be deemed to have elected to renew this Contract. In the event Owner sends said written nonrenewal notice, Owner may provide for either the termination or continued performance of any Services under any outstanding Work Authorizations. If Owner directs Commissioning Authority to continue to perform any such Services, Commissioning Authority shall continue performance of such Services in accordance with OWNER'S directions, and this Contract and the applicable Work Authorization(s) shall continue as to such Services until completion.

#### **ARTICLE 4**

#### **COMPENSATION**

- 4.1 Compensation and the manner of payment of such compensation by Owner for Services rendered hereunder by Commissioning Authority shall be as prescribed in each written Work Authorization. Commissioning Authority agrees to furnish to Owner, within three (3) days after the end of each calendar month, or as specified in the Work Authorization, a comprehensive and itemized statement of charges for the Services performed and rendered by

Commissioning Authority during that time period, and for any Owner authorized Reimbursable Expenses (as hereinbelow defined), incurred and/or paid by Commissioning Authority during that time period. The monthly statement shall be in such form and supported by such documentation as may be required by Owner. All such statements shall indicate the Contract Number, Work Authorization Number, Purchase Order Number and Project Site description (School or Facility Name).

- 4.2 The compensation (whether based upon lump sum, hourly, hourly with a cap or some other agreed-upon formula) contained in each separate Work Authorization shall be based on the hourly rates as set forth and identified in **Exhibit D**, which is attached hereto and incorporated herein by this reference (the "Rate Schedule"), for the time reasonably expended by Commissioning Authority' personnel in performing the Services in accordance with the Schedule, the Contract, and the Work Authorization. The Rate Schedule shall be updated by mutual agreement on a yearly basis, in conjunction with the annual renewal of this Contract provided for in paragraph 3.5 above.
- 4.3 OWNER agrees to reimburse Commissioning Authority for all necessary and reasonable Reimbursable Expenses incurred or paid by Commissioning Authority in connection with Commissioning Authority' performance of the Services, at its direct cost with no markup, to the extent such reimbursement is permitted in the Work Authorization. For the purposes hereof, the term "Reimbursable Expenses " shall be deemed to include the following unless otherwise agreed to by Owner or set forth in the Work Authorization:
- 4.3.1 All necessary fees paid by Commissioning Authority to governmental authorities having jurisdiction over any Project specified in a Work Authorization, for securing required approval or permitting of the Project or any part of it.
- 4.3.2 The actual, direct cost to Commissioning Authority without markup for necessary copying/reproduction of plans and other documents required in connection with any Project specified in the Work Authorization.
- Commissioning Authority shall obtain the prior written approval of Owner before incurring any expenses other than the aforesaid Reimbursable Expenses, and absent such prior approval, no expenses incurred by Commissioning Authority will be deemed to be a Reimbursable Expense.
- 4.4 Commissioning Authority shall bear and pay all overhead and other expenses, except for the Reimbursable Expenses specified and defined above, incurred by Commissioning Authority in the performance of the Services.
- 4.5 Prior to authorizing Commissioning Authority to provide any Services or to incur any Reimbursable Expenses under a Work Authorization pursuant to this Contract, Owner shall request that Commissioning Authority in writing advise Owner of (i) the estimated time required of Commissioning Authority' personnel and the estimated fees thereof for the proposed Services to be specified in the Work Authorization; and (ii) the estimated charge to Owner for the Reimbursable Expenses applicable to the contemplated Services to be performed by Commissioning Authority under the proposed Work Authorization. Commissioning Authority shall promptly supply such estimate to Owner based on Commissioning Authority' good faith analysis.
- 4.6 Commissioning Authority agrees that, with respect to any subconsultant or subcontractor to be utilized by Commissioning Authority under any particular Work Authorization, Commissioning Authority shall be limited to a maximum markup of \_\_\_% on the fees and expenses associated with such subconsultants and subcontractors.

## ARTICLE 5

### **OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY**

- 5.1 The Preliminary Design and the Construction Documents shall become "Instruments of Service" and include all Drawings, Plans, Specifications, and other documents, including those in electronic form, prepared specifically for the subject Project by the Commissioning Authority and its consultants. The Commissioning Authority agrees to, and Commissioning Authority and its consultants shall be deemed to have prepared their respective Instruments of Service as Third Party Commissioning works and works made for hire as defined in 17 U.S.C. §§ 101, 102(a)(8) and 201(b), thereby transferring and vesting in the Owner, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in the Instruments of Service and in the buildings, improvements, and structures constituting the Project. The Instruments of Service shall include the Space Plan and Design Concept, if any.
- 5.2 Commissioning Authority hereby expressly grants, assigns, transfers, and otherwise quitclaims to the Owner, its successors, and assigns, pursuant to 17 U.S.C. § 201(d), all common law, statutory, and other reserved rights, including copyrights in both the Instruments of Service and in the buildings, improvements, and structures embodying the Third Party Commissioning works that constitute the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums, when due, under this Contract. The Commissioning Authority shall obtain similar grants, assignments, transfers, and quitclaims from its consultants consistent with this Contract. The Commissioning Authority warrants (and shall cause each of the Commissioning Authority Consultants To Warrant Also) That This Transfer Of Copyright And Other Rights Is Valid Against The World.
- 5.3 The Commissioning Authority Hereby Grants, Assigns, Transfers, And Otherwise Quitclaims To The Owner, Without Reservation, All Copyrights To All Project-Related Documents, Models, Computer Drawings, And Other Electronic Expressions, Photographs, And Other Expression Or Instruments Of Service Produced By The Commissioning Authority. However, The Commissioning Authority Will Retain All Rights To Any Pre-Existing Intellectual Property Or Standard Construction Details Or Conventions Contained In The Instruments Of Service.
- 5.4 All Licenses Granted Herein Or Pursuant To This Contract Are Worldwide, Perpetual And Irrevocable And Shall Continue Even In The Event This Contract Expires Or Is Terminated For Any Reason. Commissioning Authority Hereby Consents To Any Use Of Any And All Project Documents By Any Replacement Third Party Commissioning Engineers, Contractors, Or Other Professionals Retained By Owner In The Event Of Any Such Expiration Or Termination; Provided, However, Commissioning Authority Shall Not Be Liable For Any Of The Design Work Performed By Such Replacement Third Party Commissioning Engineers Or Other Professionals. This Paragraph Shall Survive The Expiration Or Termination Of This Contract.
- 5.5 Commissioning Authority, Upon Reasonable Request By Owner, Even If Such Request Is Made After Termination Or Expiration Of This Contract For Any Reason, Shall Take All Steps Reasonably Required By Owner To Memorialize, Perfect, Substantiate, Record, Or Evidence All Licenses, Assignments, And Rights Owner Has, Is Due, Or May Have Under Or Pursuant To This Contract, And Shall Do So At No Additional Charge To Owner. This Paragraph Shall Survive The Expiration Or Termination Of This Contract.
- 5.6 The Owner Hereby Grants To The Commissioning Authority A Nonexclusive License To Reproduce Such Documents For Purposes Relating Directly To The Commissioning Authority' Performance Of Any Project, For The Commissioning Authority' Archival Records, And For The Commissioning Authority' Reproduction Of Drawings And Photographs For The

Design Professional's Marketing Materials Provided That The Content Of Those Materials, As To Each Such Project, Are Approved By The Owner Prior To Publication. No Other Project-Related Documents May Be Reproduced For Any Other Purpose Without The Express Written Permission Of The Owner Or Unless Otherwise Required By Law. The Publication Of The Commissioning Authority Materials Shall Not Include The Owner's Confidential Or Proprietary Information.

- 5.7 Commissioning Authority Shall, Upon Reasonable Request By Owner, Even If Such Request Is Made After Termination Or Expiration Of This Contract For Any Reason, Or Upon Completion Of The Project Should No Such Request Be Made By The Owner, Provide To Owner (I) Reproducible Copies Of All Project Documents, (Ii) Written Copies Of All Licenses And Assignments Obtained By Commissioning Authority From Commissioning Authority' Consultants Pursuant To Paragraph 6.1, And (Iii) A Written License From Commissioning Authority To Owner pursuant to Paragraph 6.2. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. Commissioning Authority shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by Commissioning Authority, the hard paper copy shall control. This paragraph shall survive the expiration or termination of this Contract.

## **ARTICLE 6**

### **MAINTENANCE OF RECORDS**

- 6.1 Commissioning Authority shall keep adequate records and supporting documentation which concerns or reflect its Services hereunder. The records and documentation shall be retained by Commissioning Authority for a minimum of three (3) years from the date of termination of this Contract or the date the Services under each Work Authorization are completed, or such longer period of time as may be required by this Contract or applicable law, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Contract and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours. This paragraph shall survive the expiration or termination of this Contract.
- 6.2 The records specified above in paragraph 6.1 include accurate time records, which Commissioning Authority agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Commissioning Authority in performing the Services and therein specifying the work performed by each, with all such time records to be kept within one-half of an hour. At the request of Owner, or as specified in the Work Authorization, Commissioning Authority shall furnish to Owner any of the aforesaid time records, as well as invoices or proofs showing Commissioning Authority' incurrence and/or payment of any Reimbursable Expenses.

## **ARTICLE 7**

### **INDEMNITY**

- 7.1 To the fullest extent permitted by law, the Commissioning Authority shall indemnify and hold harmless the Owner from and against all liability, claims, damage, loss, liens, costs and expenses, including without limitation attorneys' fees and litigation expenses, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Commissioning Authority or other persons employed or utilized by the Commissioning Authority in the performance of the Contract. In the event the Owner is alleged to be liable

on account of alleged acts or omissions, or both, of the Commissioning Authority, the Commissioning Authority shall defend such allegations through counsel chosen by the Owner, and the Commissioning Authority shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, expert witness fees and expenses. The Commissioning Authority shall not be required to indemnify or hold harmless the Owner against claims for damages, losses, or expenses, including attorneys' fees, to the extent caused by or resulting from the negligence of the Owner.

## ARTICLE 8

### ERRORS AND OMISSIONS INSURANCE

- 8.1 The Commissioning Authority shall obtain and maintain, at its sole cost and expense, the following errors, and omissions insurance at all times this Contract is in effect and for a period of three (3) years after Final Completion of each Project:
- 8.1.1 Within five (5) days after the execution of this Contract the Commissioning Authority shall file with the Owner the certificate from an insurance company authorized to do business in the State of Georgia showing issuance to Commissioning Authority of errors and omissions insurance (professional liability insurance) with minimum limits per claim of 20% of the stated cost limitation set forth in the Work Authorization but not less than the minimum limits of \$2,000,000 per claim coverage, \$2,000,000 aggregate. Such errors and omissions insurance shall have a deductible amount of no more than \$50,000 per claim unless a different deductible amount is (i) agreed upon in writing by the Owner and (ii), if necessary for the benefit of the Owner, approved by the Georgia Department of Education.
- 8.1.2 The insurance policy maintained in accordance with this Contract shall contain an endorsement providing thirty (30) days' notice to the Owner prior to any cancellation of said policy. Said policy shall be written by an insurer acceptable to the Owner and shall be in a form acceptable to the Owner.

## ARTICLE 9

### OTHER INSURANCE

- 9.1 The Third Party Commissioning Professional shall also obtain and maintain, at its sole cost and expense, all insurance in accordance with the requirements of **Exhibit E** attached hereto and incorporated herein by reference.

## ARTICLE 10

### SERVICES BY COMMISSIONING AUTHORITY' OWN STAFF

- 10.1 The Services to be performed hereunder shall be performed by the staff, subconsultants and subcontractors identified in **Exhibit C** attached hereto and incorporated herein by reference, unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by Commissioning Authority, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Contract shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner.

## **ARTICLE 11**

### **WAIVER OF CLAIMS**

- 11.1 Commissioning Authority' acceptance of final payment for Services provided under any Work Authorization shall constitute a full waiver of any and all claims by it against Owner arising out of the Work Authorization or otherwise related to those Services, except those previously made in writing and identified by Commissioning Authority as unsettled at the time of the final payment. Commissioning Authority agrees to execute such lien waivers and other necessary documentation reasonably required by Owner in order to waive such claims of record. Neither the acceptance of Commissioning Authority' Services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against Commissioning Authority.

## **ARTICLE 12**

### **TERMINATION OR SUSPENSION**

- 12.1 This Contract is a "continuing contract" for the services of Commissioning Authority. It is agreed that either party hereto shall at any and all times have the right and option to terminate this Contract by giving to the other party not less than sixty (60) days' prior written notice of such termination. Upon this Contract being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Contract subsequent to the date of termination except for those provisions expressly stated to survive the expiration or termination of this Contract, and except that Owner may require that Services specified to be performed under a previously issued Work Authorization shall proceed to completion under the terms of this Contract.
- 12.2 Commissioning Authority shall be considered in material default of this Contract and such default will be considered cause for Owner to terminate this Contract and any Work Authorizations in effect, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Contract within the times specified under the Work Authorization(s), or (b) failure to properly and timely perform the Services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Commissioning Authority or by any of Commissioning Authority' principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations, Owner's policies and procedures or other codes of conduct, or (e) Commissioning Authority otherwise materially breaches this Contract including the terms of any Work Authorization. Owner may so terminate this Contract, in whole or in part, by giving Owner five (5) business days' written notice.
- 12.3 If, after notice of termination of this Contract as provided for in Paragraph 12.2 above, it is determined for any reason that Commissioning Authority was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Commissioning Authority provided for in Paragraph 12.2, and the parties mutually agree to such determination in writing, then the notice of termination given pursuant to Paragraph 12.2 shall be deemed to be the notice of termination provided for in Paragraph 12.4 below and Commissioning Authority' remedies against Owner shall be the same as and limited to those afforded Commissioning Authority under Paragraph 12.4 below.
- 12.4 Notwithstanding anything herein to the contrary (including the provisions of Paragraph 12.1 above), OWNER shall have the right to terminate this Contract and any Work Authorization(s) then in effect, in whole or in part, with or without cause upon five (5) business days' written notice to Commissioning Authority. In the event of such termination for convenience, Commissioning Authority' recovery against Owner shall be limited to that portion of Commissioning Authority' compensation earned through the date of termination, for any Work

Authorizations so cancelled, together with any retainage withheld and any costs reasonably incurred by Commissioning Authority that are directly attributable to the termination, but Commissioning Authority shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on Services not required to be performed.

- 12.5 Upon termination, Commissioning Authority shall deliver to Owner, as set forth in Paragraph 5.1 herein, all papers, records, documents, Auto CADD files, drawings, calculations, models, and other materials in Commissioning Authority' possession or control arising out of or relating to this Contract.
- 12.6 Owner shall have the authority to suspend all or any portions of the Services to be provided by Commissioning Authority hereunder upon giving Commissioning Authority two (2) business days' prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended, Commissioning Authority' sole and exclusive remedy shall be to seek an extension of time to its Schedule subject to the procedures set forth in Article 3 herein.

### **ARTICLE 13**

#### **PROHIBITION AGAINST CONTINGENT FEES**

- 13.1 The Commissioning Authority by execution of this Contract warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that Commissioning Authority has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

### **ARTICLE 14**

#### **CONFLICT OF INTEREST**

- 14.1 Commissioning Authority represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. Commissioning Authority further represents that no persons having any such interest shall be employed to perform those Services.

### **ARTICLE 15**

#### **APPLICABLE LAW**

- 15.1 This Contract shall be governed and construed under the laws of the State of Georgia. Each and every provision required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. ser irrevocably consents to the non-exclusive venue of the courts sitting in the county in which the Project is located regarding any matter arising out of or relating to this Contract.

## **ARTICLE 16**

### **SUCCESSORS AND ASSIGNS**

- 16.1 The Third Party Commissioning Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, this Contract shall be binding upon each party and its respective successors, assigns and legal representatives.

## **ARTICLE 17**

### **NO THIRD-PARTY BENEFICIARIES**

- 17.1 Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

## **ARTICLE 18**

### **COOPERATION WITH PROGRAM MANAGER AND CONSTRUCTION MANAGER**

- 18.1 In the event the Owner gives the Commissioning Authority written notice that Owner will employ the services of a program manager or construction manager, then the terms of this Article 18 shall apply to the services provided by the Commissioning Authority.
- 18.2 In the event the Owner gives the Commissioning Authority written notice that Owner will employ the services of a construction manager, the term "contractor" as used in this Contract shall mean "construction manager" and the term "Construction Contract" as used in this Contract shall mean "Construction Management Contract".
- 18.3 The Commissioning Authority shall fully cooperate with the Owner's program manager ("Program Manager") and, if applicable, the construction manager ("Construction Manager"). Such cooperation shall include, without limitation, providing any requested information to the Program Manager and, if applicable, the Construction Manager, and advising, meeting with, consulting with, and coordinating with the Program Manager and, if applicable, the Construction Manager.
- 18.4 The Commissioning Authority acknowledges that it has received, reviewed, and studied the contract between the Owner and Program Manager. To the extent that the Program Manager is authorized by its contract with Owner to act as the agent of the Owner, Commissioning Authority agrees to comply with all directions and instructions given by the Program Manager. To the extent that the Program Manager is authorized and responsible for providing certain services delegated to the Commissioning Authority hereinabove, the Commissioning Authority' role with reference thereto shall be to advise, consult, and cooperate with the Program Manager in its provisions of such services.
- 18.5 The Commissioning Authority is not a third-party beneficiary of any agreement by and between Owner and the Program Manager or any Construction Manager. It is expressly acknowledged and agreed that Commissioning Authority' duties to Owner are independent of, and are not diminished by, any duties owed to Owner by the Program Manager or any Construction Manager.

**ARTICLE 19**

**ASBESTOS STATEMENT**

- 19.1 The Commissioning Authority shall sign and deliver to the Owner the Asbestos Exclusion Certification, attached hereto as **Exhibit F** and incorporated herein by reference, or in such other form as may be required by Owner or the Georgia Department of Education, at such time as the Owner may require.

**ARTICLE 20**

**MANDATORY ADDENDUM TO THE OWNER/COMMISSIONING AUTHORITY AGREEMENT**

- 20.1 Pursuant to the requirements of the Georgia Department of Education, the "Mandatory Addendum to the Owner/Commissioning Authority Agreement For Projects Funded in Whole or in Part with State Capital Outlay Funds" attached hereto as **Exhibit H** is hereby incorporated herein and made a part hereof to the extent that the Commissioning Authority' Services are for the design and supervision of a state-funded capital outlay construction project.

**ARTICLE 21**

**ENTIRE AGREEMENT**

- 21.1 With the exception of any future Work Authorizations, which are incorporated herein by reference, this Contract constitutes the entire and exclusive agreement between the parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements between the parties, whether oral or written.

**ARTICLE 22**

**MODIFICATION**

- 22.1 No modification, amendment, or change to this Contract shall be valid or binding upon the parties unless in writing and executed by both OWNER and the COMMISSIONING AUTHORITY.

**ARTICLE 23**

**NOTICES AND ADDRESS OF RECORD**

- 23.1 All notices required or permitted pursuant to this Contract to be given by Commissioning Authority to Owner shall be in writing and shall be delivered by hand or by United States Postal Service, first class registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized carrier such as FedEx or UPS, addressed to the following Owner's address of record:

DeKalb County School District Facilities Services  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, Georgia 30084  
Attention: Chief Operating Officer

- 23.2 All notices required or permitted pursuant to this Contract to be given by Owner to Commissioning Authority shall be made in writing and shall be delivered by hand or by the United States Postal Service, first class registered or certified mail, postage pre-paid, return receipt requested, or by overnight delivery by a nationally recognized carrier such as FedEx or UPS, addressed to the following Commissioning Authority' address of record:

2148 Hills Avenue NW, Suite I  
Atlanta, Georgia 30318

ATTENTION: Richard Dutro, Principal In Charge

- 23.3 Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.
- 23.4 All notices shall be deemed received, whether or not actually received: i) if by personal delivery, on the date of acceptance or refusal of such delivery, ii) if by registered or certified mail, three (3) business days after deposit with the United States Postal Service, and iii) if by overnight delivery, one (1) business day after deposit with the overnight delivery service.

## **ARTICLE 24**

### **MISCELLANEOUS**

- 24.1 Throughout the performance of its duties under this Contract, the Commissioning Authority shall comply with, and shall provide all services necessary for the Owner to comply with, all laws applicable to the design of the Project or the administration of the Construction Contract (as defined in Paragraph 18 hereof), including without limitation the rules, guidelines, and other requirements of the State of Georgia Environmental Protection Division, the State of Georgia Department of Education and the ordinances and codes of DeKalb County, Georgia and any applicable municipality.
- 24.2 Unless otherwise expressly provided to the contrary in this Contract, the term "day" shall mean calendar day. The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner.
- 24.3 In addition to, and not in limitation of, the Commissioning Authority' other obligations under this Contract, the Commissioning Authority shall, without additional compensation, promptly assist the Owner in resolving any problems arising out of, resulting from or relating to the design of the Project or the materials or equipment specified by the Commissioning Authority or its consultant(s).
- 24.4 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Commissioning Authority, The Commissioning Authority may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Owner and Commissioning Authority shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the responsibility for the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 24.5 Georgia Security And Immigration Compliance Act Requirements. Commissioning Authority certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90, *et seq.* Commissioning Authority warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Commissioning Authority further agrees that if it contracts for the physical performance of Services in satisfaction of this Contract, it will do so only with firms who present an affidavit as required by O.C.G.A. § 13-10-91. Commissioning Authority warrants that it will include a similar provision in all contracts entered into with subcontractors for the physical performance of Services in satisfaction of this Contract. The Commissioning Authority shall sign and deliver to the Owner a Commissioning Authority Affidavit, in the form attached hereto as **Exhibit I** and shall have any subcontractors sign and deliver to the Commissioning Authority a Subcontractor Affidavit in the form attached hereto as **Exhibit J**.
- 24.6 Commissioning Authority acknowledges that pursuant to state law, as well as Owner's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of the site of any Project. Grantee shall comply with all relevant laws, rules and regulations, including without limitation, the aforementioned state law, in the performance of any activities on the site.
- 24.6 No failure of Owner to exercise any power given Owner under this Contract, or to insist upon strict compliance by Commissioning Authority Of Commissioning Authority' obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Owner's right to demand strict compliance with the terms hereof.
- 24.7 Owner shall be excused from the performance of any of its obligations under this Contract for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of Owner.
- 24.8 If any clause or provision of this Contract is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Contract and the unaffected terms and provisions shall remain in full force and effect.
- 24.9 Each covenant, agreement, obligation or other provision of this Contract on Commissioning Authority' part to be performed shall be deemed and construed as independent covenants of Commissioning Authority, not dependent on any other provisions of this Contract.
- 24.10 This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Contract, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.
- 24.11 Each individual executing this Contract on behalf of Commissioning Authority represents and warrants that he or she is duly authorized to execute this Contract on behalf of Commissioning Authority, and that Commissioning Authority has full right and authority to execute and deliver this Contract.

**[SIGNATURES ON NEXT PAGE]**

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By:   
[Signature]

Mr. Diiion DaCosta, Sr., Board Chairperson  
[Printed Name, Title]

By:   
[Signature]

Dr. Devon Q. Horton, Superintendent  
[Printed Name, Title]

1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083  
[Printed Address]

2.25.25  
[Date of Execution]

  
Erick Hofstetter, Chief Operating Officer

COMMISSIONING AUTHORITY:

Total Systems Commissioning, Inc.  
[Typed Name]

By:   
[Signature]

Richard Dutro, President  
[Printed Name, Title]

2148 Hills Avenue NW, Suite 1

Atlanta, Georgia 30318  
[Printed Address]

02-18-2025  
[Date of Execution]

**EXHIBIT "A"**

**LIST OF PROPOSAL DOCUMENTS FOR THE PROJECT**

*[Here insert or attach list of document(s) for the Project, incorporated herein by reference.]*

**RFP 24-752-037 Third Party Commissioning Services dated June 27, 2024**

**RFP 24-752-037 Appendices Package dated June 27, 2024**

**RFP 24-752-037 Attachment Package dated June 27, 2024**

**Addendum No. 1 Dated July 11, 2024**

**Attachments:**

- A. Third Party Commissioning Services**  
Revised Attachment I1 Third Party Commissioning Price Form (2 Pages)
- B. Third Party Commissioning Services**  
Revised Attachment I2 Third Party Commissioning Price Form (2 Pages)
- C. Third Party Commissioning Services**  
Revised Attachment I3 Third Party Commissioning Price Form (2 Pages)
- D. Third Party Commissioning Services**  
Revised Appendix D DeKalb County School District Calendar 2024-2025 and 2025-2026 (2 Pages)
- E. Third Party Commissioning Services**  
Revised Page 4 of 26 of the RFP (1 Page)
- F. Third Party Commissioning Services**  
Mandatory Pre-Proposal Conference Meeting Minutes (3 Pages)
- G. Third Party Commissioning Services**  
Mandatory Pre-Proposal Conference Sign-In Sheet (2 Pages)

**Addendum No. 3 Dated July 31, 2024**

**Attachments:**

- A. Third Party Commissioning Services**  
RFC No. 1 (13 Pages)
- B. Third Party Commissioning Services**  
Attachment I1-REVISION 2 Price Sheet Sample Project #1-40,000 Sq Ft (2 Pages)
- C. Third Party Commissioning Services**  
Attachment I2-REVISION 2 Price Sheet Sample Project #2-300,000 Sq Ft (2 Pages)
- D. Third Party Commissioning Services**  
Attachment I3-REVISION 2 Price Sheet Sample Project #3-450,000 Sq Ft (2 Pages)
- E. Third Party Commissioning Services**  
Anticipated Construction Project Schedule (1 Page)

**EXHIBIT "B"**

**WORK AUTHORIZATION FORM**

This Work Authorization, dated \_\_\_\_\_ 20\_\_\_\_\_, is hereby issued pursuant to that certain Continuing Contract for Professional Services ("Contract"), dated \_\_\_\_\_ 20\_\_\_\_\_, between The DeKalb County Board of Education ("Owner") and \_\_\_\_\_ ("Commissioning Authority").

All terms used herein shall have the same meaning as defined in the Contract unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth below, Owner and Commissioning Authority agree as follows:

**PROJECT NAME AND NUMBER**

Owner is undergoing a project for the \_\_\_\_\_ *[describe project]* known as \_\_\_\_\_ *[school or facility name/project name]* and having project number \_\_\_\_\_ *[project number, if applicable]* (hereinafter, the "Project").

**SCOPE OF SERVICES**

Owner hereby authorizes Commissioning Authority to provide the following Services for the Project:

**SCHEDULE**

The Services under this Work Authorization shall commence by \_\_\_\_\_ and shall be completed by \_\_\_\_\_. A detailed Services schedule is attached.

**COMPENSATION**

The compensation for the Services under this Work Authorization shall be as follows:


**EXHIBIT "C"**  
**STAFFING SCHEDULE**

<b><u>NAME</u></b>	<b><u>FUNCTION</u></b>
<u>Richard C. Dutro</u>	<u>Principal In Charge</u>
<u>Mike Parson</u>	<u>Operations Manager</u>
<u>Alieu Jallow</u>	<u>Project Manager</u>
<u>Samuel T. Wells</u>	<u>Project Manager</u>



The person signing this bid form must be legally authorized to bind the company.

Respectfully submitted Richard Dutro  
*{typed name of Contractor}*

By:  [seal]  
*{signature}*

President  
*{typed name and title}*

August 8, 2024  
*{date of execution}*

**[If the Contractor is a joint venture, utilize this section of the proposal form for signatures.]**

Respectfully submitted \_\_\_\_\_  
*{typed name of Joint Venture Partner}*

By: \_\_\_\_\_  
*{typed name of Joint Venture Partner}*

By: \_\_\_\_\_ [seal]  
*{signature}*

\_\_\_\_\_  
*{typed name and title}*

\_\_\_\_\_  
*{date of execution}*

By: \_\_\_\_\_  
*{typed name of Joint Venture Partner}*

By: \_\_\_\_\_ [seal]  
*{signature}*

\_\_\_\_\_  
*{typed name and title}*

\_\_\_\_\_  
*{date of execution}*

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.



The person signing this bid form must be legally authorized to bind the company.

Respectfully submitted Richard Dutro  
*[typed name of Contractor]*

By:  [seal]  
*[signature]*

President  
*[typed name and title]*

August 8, 2024  
*[date of execution]*

**[If the Contractor is a joint venture, utilize this section of the proposal form for signatures.]**

Respectfully submitted \_\_\_\_\_  
*[typed name of Joint Venture Partner]*

By: \_\_\_\_\_  
*[typed name of Joint Venture Partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[date of execution]*

By: \_\_\_\_\_  
*[typed name of Joint Venture Partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*


\_\_\_\_\_  
*[date of execution]*

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.



The person signing this bid form must be legally authorized to bind the company.

Respectfully submitted Richard Dutro  
*[typed name of Contractor]*

By:  [seal]  
*[signature]*

President  
*[typed name and title]*

August 8, 2024  
*[date of execution]*

**[If the Contractor is a joint venture, utilize this section of the proposal form for signatures.]**

Respectfully submitted \_\_\_\_\_  
*[typed name of Joint Venture Partner]*

By: \_\_\_\_\_  
*[typed name of Joint Venture Partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[date of execution]*

By: \_\_\_\_\_  
*[typed name of Joint Venture Partner]*

By: \_\_\_\_\_ [seal]  
*[signature]*

\_\_\_\_\_  
*[typed name and title]*

\_\_\_\_\_  
*[date of execution]*

By submission of this Proposal, the Contractor certifies that this Proposal has been derived independently, without consultation, communication or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor. The Contractor hereby certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same Project and is in all respects fair and without collusion or fraud. The Contractor agrees to abide by all conditions of the Request for Proposal.

## EXHIBIT "E"

### OTHER INSURANCE

1.1 The COMMISSIONING AUTHORITY shall maintain the following other insurance at all times this Contract is in effect and for a period of six (6) years after Final Completion of the Project. The COMMISSIONING AUTHORITY shall secure the following insurance at his own expense and shall file Certificates of Insurance with the Owner within five (5) days after the execution of this Contract. Insurance will not be acceptable unless written by a Company licensed by the State Insurance Department to do business in Georgia at the time the policy is issued and the company must in addition be acceptable to the Owner.

1.1.1 Workmen's Compensation and Employer's Liability to statutory limits.

1.1.2 Comprehensive Commercial General Liability ("CGL") including Owner's & Contractor's Protective with the following limits;

- (a) General Aggregate: \$2,000,000, which shall apply on a per-project basis;
- (b) Products and Completed Operations Aggregate: \$1,000,000;
- (c) Personal & Advertising Injury: \$1,000,000;
- (d) Each Occurrence: \$1,000,000;
- (e) Fire Damage (Any one fire): \$50,000; and,
- (f) Medical Expense (Any one person): \$5,000.

1.1.3 Automobile Liability (owned, non-owned, hired) with combined single limit of \$2,000,000 annual aggregate, \$1,000,000 per occurrence.

1.1.4 Professional Liability (Errors and Omissions); as per Article 8 of the Contract.

1.1.5 Excess/Umbrella Liability Insurance with limits of at least \$5,000,000 per occurrence and in the aggregate which shall provide excess coverage above all insurance described in this Section 1.1.

1.1.6 The Owner and the COMMISSIONING AUTHORITY waive all rights against (1) each other and any of their subcontractors, subconsultants, agents and employees, each of the other, and (2) the Contractor, the Contractor subcontractors, if any, and any of their subcontractors, sub-contractors, agents and employees, for damages caused by fire or other causes of loss to the extent fully covered by property insurance obtained pursuant to Paragraph 1.1.2(e) above or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance held by the COMMISSIONING AUTHORITY as fiduciary.

1.2 The Owner and DeKalb County School District shall be included as additional insured on the coverages specified in subparagraphs 1.1.2, 1.1.3 and 1.1.5 and shall be indicated as such on certificates of insurance required herein.

1.2.1 With respect to CGL Insurance only, all CGL insurance policies shall contain additional insured endorsements forms CG 20 10 11 85, CG 20 10 10 01, CG 20 37 10 01, or their substantial equivalents, so that the policies provide additional insured coverage for (a) both ongoing and completed operations; and (b) liability "arising out of" Commissioning Authority' work.

1.2.2 Each certificate shall contain a provision that coverages afforded under the policies will not be canceled, changed or allowed to expire until thirty (30) days after the Owner has received written notice evidenced by return receipt of registered letter.

1.2.3 Each primary and excess/umbrella CGL and Automobile Liability insurance policy required to be maintained by the COMMISSIONING AUTHORITY and any of its subcontractors or subconsultants shall be primary to and non-contributory with any insurance carried by the Owner and DeKalb County School District, such that no primary, excess or umbrella insurance carried by the Owner or DeKalb County School District shall be required to respond to any claim, suit or demand, if at all, until all applicable primary and excess/umbrella CGL and Automobile Liability insurance policies maintained by the COMMISSIONING AUTHORITY and any of its subcontractors and subconsultants have been exhausted.

1.2.4 The primary, excess/umbrella CGL and Automobile Liability insurance policies maintained by the COMMISSIONING AUTHORITY and any of its subcontractors or subconsultants shall not contain any insured vs. insured, cross-liability or cross-claim exclusion or endorsement barring coverage for any claims by the Owner or DeKalb County School District against the COMMISSIONING AUTHORITY or any other insured under said policies.

1.3 In the event that the COMMISSIONING AUTHORITY elects to retain subcontractors or subconsultants and the Owner approves said retention, the COMMISSIONING AUTHORITY shall require all such subcontractors and subconsultants to comply with the insurance and notice requirements of this **Exhibit E**, including but not limited to (a) maintaining the types and amounts of insurance described in this **Exhibit E**; and (b) having the DeKalb County Board of Education and DeKalb County School District named as additional insureds on all such insurance pursuant to Paragraph 1.2 of this **Exhibit E**. The COMMISSIONING AUTHORITY assumes all liability for its subcontractors' and subconsultants' failure to comply with insurance provisions of this **Exhibit E**.

**EXHIBIT "G"**  
**COMMISSIONING AUTHORITY PROPOSAL**



**REQUEST FOR PROPOSAL**

THIRD-PARTY COMMISSIONING SERVICES

**DEKALB COUNTY BOARD OF EDUCATION**

DEKALB COUNTY SCHOOL DISTRICT  
RFQ No. 24-752-037



DeKalb County Board of Education

Belinda Quillet  
Procurement Manager  
belinda\_quillet@dekalbschoolsga.org  
678.676.1373

Total Systems  
Commissioning, Inc.

Richard Dutro,  
CxA, BCxP, CPD, LEED AP BD+C  
ddutro@tscx.org  
404.355.9403



August 8, 2024

Belinda Quillet  
Procurement Manager  
DeKalb County Board of Education  
Sam A. Moss Service Center  
1780 Montreal Road  
Tucker, GA 30084

RE Third-Party Commissioning Services  
DeKalb County School District  
DeKalb County, Georgia

Ms. Quillet

Total Systems Commissioning, Inc. appreciates the opportunity to submit our proposal to provide Building Commissioning Services for the DeKalb County School District. The following list of qualifications and experience demonstrates our proficiency at providing a unique and mutually beneficial service.

- **Team Expertise:** Our team has been hand-picked for their diverse strengths, knowledge, skills and experience. Our team has over 150 years of combined industry experience, supported by technicians whose collective capabilities allow for full comprehension and execution of each project we encounter.
- **Maintainability:** Our experience in commissioning provides the owners and operators with the ability and access to properly maintain their systems. With that in mind, when we complete the commissioning on your project it will be operating to the best level possible with our efforts dedicated to sustainability of the MEP and Envelope systems.
- **Industry Experience:** Since 2003, TSCx has successfully commissioned more Georgia K-12 schools than any other firm. We continue to be selected to assist county school systems throughout the state with their new and renovation projects because our reputation for proficiency and commitment to our clients is passed onto other neighboring school districts. Currently, our commissioning experience includes projects with very similar scope and complexity in the Atlanta Public Schools, Cherokee County, Whitfield County, Rabun County, Floyd County, Muscogee County, and just recently Greene County.

TSCx has recently worked with DeKalb County Schools, but only on assessments and decommissioning efforts. We would like to continue our relationship as a partner in this new construction program.

We look forward to the opportunity to work with you and your team on this program. Thank you for your consideration.

Sincerely,

Richard Dutro, CxA, BCxP, CPD, LEED AP BD+C  
President

2148 Hills Avenue NW • Suite 1 • Atlanta, GA 30318  
404.355.9403 office • 404.352.0275 fax  
www.TSCx.org

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## 2. COMPLIANCE INFORMATION

### 2.1 FIRM'S OVERVIEW

#### 2.1.1 – Company Profile

*Provide a full and complete company profile to include, but not limited to Firm name, address of firm headquarters and branch office handling this project as well as related telephone and fax numbers.*

Total Systems Commissioning, Inc.  
2148 Hills Avenue NW, Suite 1  
Atlanta, Georgia 30318  
Office: 404-355-9403  
Website: www.tscx.org

Primary Contact:  
Richard C. Dutro, CxA, BCxP, CPD, LEED AP BD+C  
Mobile: 404-457-3768  
Fax: 404-352-0275  
Email: ddutro@tscx.org

#### 2.1.2 – Firm Ownership, Structure, & History

*State how many years in business under the name stated above. Describe firm ownership, structure and history. Include type of legal entity (e.g., corporation, limited liability company, etc.). State or commonwealth of formation (i.e., where incorporated) and year of formation or organization. In case of a joint venture, provide the same information for each partner in the joint venture.*

Total Systems Commissioning, Inc. (TSCx), a certified SBE company, was incorporated under the laws of the State of Georgia in September 2003 and has been in business for 21 years. We are a sub chapter S corporation with currently one stock holder. We have grown progressively to expand our revenues to over \$3,600,000. We are entirely independent of any architectural or engineering firm and our sole business focus is building commissioning and facility survey of new and existing facilities.

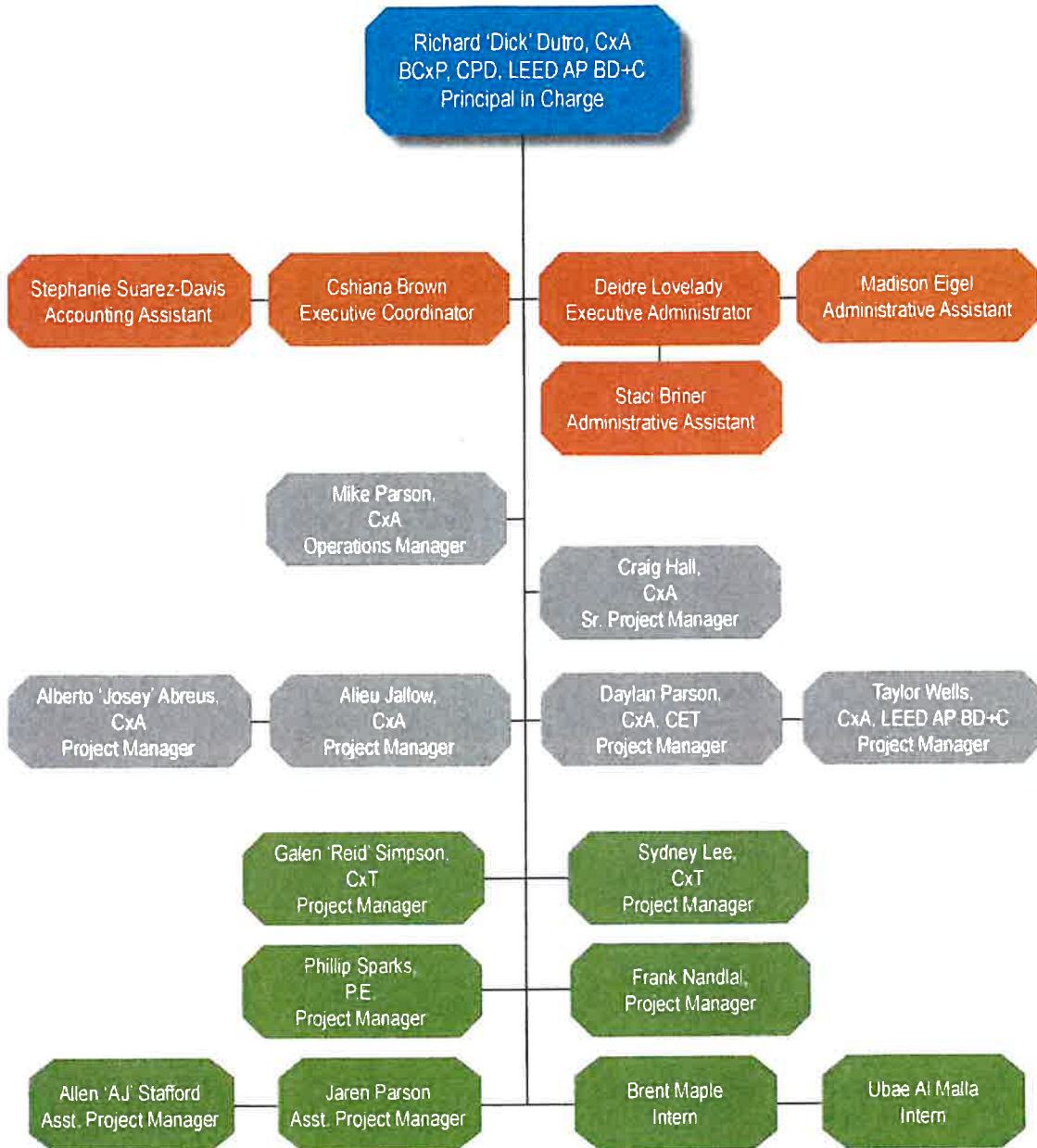
#### 2.1.3 – Employees

*List the number of permanent employees and provide an organization chart of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.*

Our existing personnel consists of twenty (20) in our Atlanta office with cumulative certifications such as CxA, CxT, BCxP, LEED AP BD+C, and CPD.



2.1.3 – Employees (cont'd)





### 2.1.3 – Employees (cont'd)

*List the number of permanent employees and provide an organization chart of the firm. Also, list the employees you intend to assign to the project, include a paragraph which outlines their role and responsibility, relevant experience with similar type project, and certifications.*

The employees to be assigned to the project are Richard Dutro, Mike Parson, Alieu Jallow, and Taylor Wells.

Richard Dutro CxA , BCxP, CPD, LEED BD+C – Principal-in-Charge

Responsible for the oversight of each and every project. The buck stops at Mr. Dutro's door oversight. If there is an issue with any DeKalb County School project, feel free to call him, and we promise he will answer.

Michael Parson CxA – Operations Manager

Responsible for scheduling project managers, Assistant PMs, and assigning PMs to projects. Oversees progress on site visits, site reports, Cx Plans, and Cx reports.

Alieu Jallow, CxA & Taylor Wells, CxA LEED BD+C – Project Managers

Responsible for producing the Cx Plans, reviewing submittals, design document reviews, making site visits, inserting Cx activities into the master construction plan, pre-functional site visits, functional performance verification, issuing final Cx Report, and warranty site visits.

For a description of their relevant experience with similar project types and certifications, please see pages 15-18.

## 2.2 FIRM'S GEORGIA SECRETARY OF STATE CERTIFICATION

*The Firm must be properly certified by the Georgia Secretary of State to do business in Georgia at the time of submission.*

### 2.2.1 – Legal Name

*State the legal name of entity submitting and if Firm submitting is a corporation, joint venture, or partnership. Note: It is understood that if selected for this project the stated entity name will be used in all legal contracting documents derived from this selection.*

Total Systems Commissioning, Inc. (TSCx), a certified SBE company, was incorporated under the laws of the State of Georgia in September 2003





## **2.2.2 – Registration Certification & Current License**

*Provide a copy of certification for proper incorporation or registration from Georgia Secretary of State. Provide a copy of current license for all key personnel assigned to the contract. In the alternative, joint ventures and partnerships should provide a copy of their joint venture or partnership agreement and certification from the Georgia Secretary of State establishing that each joint venture partner or partner is authorized to do business in Georgia.*

See response attachments.

## **2.3 FIRM'S REGISTRATIONS & LICENSES**

*The Firm must be properly registered, licensed, and certified at the time of submission:*

### **2.3.1 – Current Georgia Professional Registration Certificate**

*Provide copy of current Georgia Professional Registration Certificate for contractor.*

See response attachments.

### **2.3.2 – Copy of Joint Venture Agreement**

*If Firm is a joint venture, provide a copy of the joint venture agreement that includes date of formation; name and address of each joint venture partner; the name and address of the principals of each joint venture partner; and the percentage of interest of each joint venture partner and either:*

- a. Copy of current Georgia Professional Registration Certificate of the joint venture; or*
- b. A copy of the current Georgia Professional Registration Certificate of one of the joint venture partners.*

Not applicable.



## 2.4 FINANCIAL INFORMATION

### 2.4.1 – Firm’s Financial Capability

*The Firm’s financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations) and should indicate the resources and the necessary working capital to assure financial stability through the completion of the projects. A certified audit is preferred; however, the Firm’s most recent tax return and balance sheet will be accepted.*

See response attachments.

## 2.5 LITIGATION/CAPACITY/CONVICTIONS INFORMATION

### 2.5.1 – Contract Termination

*Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.*

TSCx, Inc. has never been removed from a Commissioning contract, had a contract terminated for default, been declared in default on any contract, nor failed to complete a contract as assigned.

### 2.5.2 – Claims, Mediation, Litigation, Arbitration, or Disputes

*Capacity: Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation, please demonstrate your firm’s capacity to complete this project.*

We currently have seven CxAs, three CxTs, two assistant project managers, two interns, and five administrative staff. Commissioning is spread out along the life of the project, with the intense work coming before school openings. We have successfully opened six schools this summer between Atlanta Public Schools, Muscogee County, and Cherokee County.





*Describe any claims, mediation, litigation, arbitration or other form of dispute resolution filed by or against your company regarding K-12 projects (and, in the case of a joint venture, by or against any partner in the joint venture) in the past five (5) years, including case name, number, location of court or arbitration. This list shall also disclose any failure or failures to complete a contract, or contracts, and any instances of having defaulted or having been declared to be in default, on any contract or contracts.*

TSCx, Inc. has never had any claims, mediation, litigation, arbitration, or other form of dispute resolution filed by or against the company.

### **2.5.3 – Convictions**

*Convictions: Include a statement as to whether or not the FIRM (and in the case of a joint venture, each of the partners in the joint venture) or any of its officers has been convicted or entered a guilty plea (or plea of nolo contendere) in any court within the two (2) years prior to the date of application of a violation of any State or Federal statute concerning competitive bidding or competitive proposals or the restraint of trade.*

Neither TSCx, Inc. nor any of its officers have been convicted or entered a guilty plea in any court.



### 3. FIRM'S RELEVANT EXPERIENCE AND EXPERTISE

#### 3.A – Relevant Projects

*The firm shall list three (3) projects which best illustrate the experience of the firm as it relates to commissioning services. Do not list projects which were not completed by your firm or completed more than ten years ago. Include the following information for each project:*

- 1. Project title, location, award date and completion, or anticipated completion date.*
- 2. List total dollar value of work which was managed or is presently being managed.*
- 3. Describe the nature of the firm's responsibility with the project and commissioning services provided.*
- 4. The owner's representative name, address, telephone and e-mail address.*
- 5. The firm's Project Manager, Director and key professionals involved in the project, and who of that staff would be assigned to the project covered by this Request for Proposal.*
- 6. Submit a brief narrative that demonstrates the value added by your Third-Party Commissioning services to your client's needs in terms of delivering the commissioning services within budget, on time and delivering high quality services.*
- 7. Identify any unique issues or problems associated with the project and describe any creative initiative which your firm may have utilized to benefit the owner and resolve the issue or problem.*
- 8. Provide a reference letter from each of the following. If reference letters are not available provide reasons for the unavailability.*
  - a. Owner: Provide the name, address and telephone number of the project owner with whom offeror has worked with during the last five years. Identify all projects, locations, and commissioning services performed.*
  - b. Architect/Engineering Firm: Provide the name, address and telephone number of architectural and engineering professionals and firms with whom offeror has worked with during the last five years. Identify all projects, locations, and commissioning services performed.*
  - c. Construction Managers: Provide the name, address, and telephone number of construction managers and/or firm with who offeror has worked with during the last five years. Identify all projects, locations, and commissioning services performed.*



### 3. FIRM'S RELEVANT EXPERIENCE AND EXPERTISE (CONT'D)

#### 3.A – Relevant Projects

TSCx have commissioned several facilities with the same or similar use and purpose as those in the DeKalb County School District. Relevant examples include:

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#### **TUSKEGEE AIRMEN GLOBAL (TAG) ACADEMY**

**Atlanta, GA**

Square Footage: 163,700 SF

Cx Cost: \$99,150.00

Dates of Service: February 2018 – July 2021

Owner's Satisfaction Level: Satisfied

Commissioning of Tuskegee Airmen Global Academy in Atlanta, GA, included the new 4 story building dedicated to STEM learning. This academy includes a main entry/lobby space with a gallery, media center, cafeteria, gymnasium with stage, specialty classrooms, STEM and flight simulator labs, and outdoor lab/classroom space. The building pays homage to the Tuskegee Airmen. There were no prevailing issues that cropped up with this project.

TSCx commissioned the following systems:

- Building Automation System
- Automatic Controls System
- Rooftop Units
- Energy Recovery Units
- VRF System
- IDF A/C Units
- Building Envelope
- Power Distribution
- Exhaust Fans
- Electric Heaters
- Make-Up Air Units
- Fire and Smoke Dampers
- Domestic Hot Water
- Emergency Power
- Lighting Controls
- Fire Alarm
- Fire Protection
- Ductless Split Systems
- Test and Balance Review

**OWNER:** Atlanta Public Schools ♦ Marvin Brown – 404.802.3791 – marvin.brown@atlanta.k12.ga.us

**CONSTRUCTION MANAGER:** J.E. Dunn Construction ♦ Jackie Avello – 404.242.8034 – jackie.avello@jedunn.com

**ARCHITECT:** Collins Cooper Carusi Architects ♦ Brett T. Norton – 404.464.0089 – bnorton@collinscoopercarusi.com

**Reference letters are unavailable due to the high volume of work that each company is experiencing at this time.**

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### CHEROKEE HIGH SCHOOL REPLACEMENT

Canton, GA

Square Footage: 473,000 SF

Cx Cost: \$135,700.00

Dates of Service: February 2023 – Present (anticipated to be completed in August 2025)

Owner's Satisfaction Level: Actively Satisfied

This project consists of the construction of a new high school. Approximately 473,000 sq ft, this new school will replace the existing 1950's era Cherokee High School and is designed for 3,000 students. The mechanical system design is decentralized, utilizing fan coil terminal units and constant volume air handlers in classrooms for heating/cooling/dehumidification while dedicated outside air systems provide neutral outside air to the spaces. Large spaces are conditioned with single zone rooftop air handling equipment, allowing for more precise control of the space. Tertiary locations are conditioned with unit heaters and ductless split systems. There were no prevailing issues that cropped up with this project.

TSCx commissioned the following systems:

- Building Automation System
- Utility Monitoring and Control System
- HVAC
- Lighting Systems
- Power Distribution Systems
- Power Generation Systems
- Plumbing Systems
- Fire Damper and Smoke Damper Testing
- Energy and Water Utility Metering Systems and Sub-Meters

**OWNER:** Cherokee County School District ♦ Ken Godfrey – 770.721.8450 – ken.godfrey@cherokee12.net

**GENERAL CONTRACTOR:** Carroll Daniel Construction ♦ Cody Ledford – 770.846.8798 – cledford@carrolldaniel.com

**ARCHITECT:** Manley Spangler Smith Architects ♦ W. Valdon Smith, Jr – 770.227.5473

**Reference letters are unavailable due to the high volume of work that each company is experiencing at this time.**





**HOWARD MIDDLE SCHOOL RENOVATION & ADDITION**

**Atlanta, GA**

Square Footage: 208,122 SF

Project Value: \$157,000.00

Dates of Service: September 2018 – April 2019

Owner’s Satisfaction Level: Actively Satisfied

Commissioning of Howard Middle School in Atlanta, GA which included a 4-story renovation with 4-story addition and gym renovation. Renovation portion of the school includes historical preservation due to its rich history. Icons including Martin Luther King Jr., Walt “Clyde” Frazier, and Maynard Jackson. There were no prevailing issues that cropped up with this project.

TSCx commissioned the following systems:

- Automatic Controls System
- Roof Top Units
- Energy Recovery Units
- VRF System
- Air Handling Unit
- Ductless Split Systems
- VAV Units
- Exhaust Fans
- Sound Attenuators
- Electric Heaters
- Make-Up Air Units
- Domestic Hot Water
- Power Distribution
- Emergency Power
- Lighting Controls
- Fire Alarm
- Fire Protection

**OWNER:** Atlanta Public Schools ♦ Marvin Brown – 404.802.3791 – marvin.brown@atlanta.k12.ga.us

**CONSTRUCTION MANAGER:** Parrish Construction Group, Inc. ♦ Chris Hubbard – 478.997.8703 – chubbard@parrishconstruction.com

**ARCHITECT:** Stevens & Wilkinson ♦ Bill Polk – 404.521.6208 – bpolk@stevens-wilkinson.com

**Reference letters are unavailable due to the high volume of work that each company is experiencing at this time.**





#### 4. PROPOSED PROJECT STAFF AND TECHNICAL CAPABILITIES

*The firm shall name the actual key staff to be assigned to this Project, describe their ability and experience, and indicate the function of each within their organization and their proposed role on this Project.*

*The firm shall give brief resumes of key persons proposed to be assigned to the Project including, but not limited to, the following:*

For numbers 1-7, please see pages 15-18.

1. *Name and Title*
2. *Job Assignment for other projects.*
3. *How many years with this firm. For sub-consultants, list prior projects your firm has worked on with sub-consultant.*
4. *How many years with other firms.*
5. *Experience including types of commissioning projects, size of projects (dollar value and square footage of project), and specific project involvement.*
6. *Education*
7. *Credentials. This should include all active registrations, certifications, and licenses.*
8. *If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.*

Not applicable.

9. *The firm shall provide the required services that it intends to subcontract, if any, providing:*
  - a. *Reasons for subcontracting,*
  - b. *Proposed subcontractor responsibilities, and*
  - c. *Identity of proposed subcontractors including location, relevant personnel and project experience, previous project use as a subcontractor, and any other relevant supporting information.*

Not applicable.

**RICHARD C. DUTRO**  
**CxA, BCxP, CPD, LEED AP BD+C**  
**PRINCIPAL IN CHARGE**



**EDUCATION**

Georgia Institute of Technology  
*B.S. Chemical Engineering*

**PROFESSIONAL REGISTRATIONS**

- CxA (AABC/ACG)
- BCxP (ASHRAE)
- LEED AP BD+C (USGBC) 12007
- CPD Registration (ASPE) 14311
- State of Georgia Master Plumber License MP005700
- State of Georgia HVAC License CN005615

In his 47 years of experience, Richard has been involved in the design, construction and commissioning of HVAC, plumbing, piping and electrical systems for a variety of aviation, commercial, corporate, educational, government, healthcare, and laboratories / research facilities. For 22 years, Dutro has worked for TSCx, Inc., and before that, he worked at KLG. He is typically assigned as the Principal in Charge on all projects he oversees. He is responsible for writing commissioning specifications, design document review, preparing both pre-functional and functional testing forms as well as performing actual on-site functional testing. Richard Dutro has extensive training in startup and testing of MEP systems, direct digital control system, and adjusting and balance.

**RELEVANT PROJECTS INCLUDE:**

- **Howard Middle School Renovation & Addition – Atlanta, GA**

This project was a renovation. The building is 208,122 SF. The dollar value assigned to the work performed by TSCx was \$157,000.00. Mr. Dutro oversaw the commissioning process.

- **Tuskegee Airmen Global Academy – Atlanta, GA**

This project involved new construction. The building is 163,700 SF. The dollar value assigned to the work performed by TSCx was \$99,150.00. Mr. Dutro oversaw the commissioning process.

- **Cherokee High School Replacement – Canton, GA**

This project involved new construction for a replacement school. The building is 473,000 SF. The dollar value assigned to the work performed by TSCx was \$157,000.00. Mr. Dutro oversaw the commissioning process.



**MIKE PARSON**  
**CxA**  
**OPERATIONS MANAGER**



**EDUCATION**

Middle Georgia University  
*Business Management and Information Technology*

**PROFESSIONAL REGISTRATIONS**

CxA (AABC/ACG)  
 EPA Universal Certification

**PROFESSIONAL AFFILIATIONS**

The U.S. Green Building Council (USGBC)  
 American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)  
 Society of American Military Engineers (SAME)  
 Building Commissioning Association (BCA)

Mike has over 22 years of accumulative experience in the installation, commissioning, and functional testing of HVAC, building automation, and lighting controls, fire alarm, and electrical systems for a variety of, commercial, educational, government, and healthcare facilities. For 8 years, he has worked as a commissioning agent at TSCx, having come from controls before then. As Operations Manager, he is responsible for the proper coordination and application of commissioning activities on several projects at a time. He is also proficient in developing commissioning specifications, preparing both pre-functional and functional testing forms as well as performing on-site functional testing. For most of his projects, he will typically be assigned as a Senior Project Manager.

**RELEVANT PROJECTS INCLUDE:**

- **North Whitfield Middle School – Dalton, GA**  
 This project was a replacement of an aging facility. The building is 147,000 SF. The dollar value assigned to the work performed by TSCx was \$32,650.00. Mr. Parson oversaw the commissioning process.
- **Valley Point Middle School – Dalton, GA**  
 The project was a construction of a new middle school. The building is 108,000 SF. The dollar value assigned to the work performed by TSCx was \$25,750.00. Mr. Parson oversaw the commissioning process.
- **Coosa High School Replacement – Rome, GA**  
 This project was an addition of a new three-story building. The building is 111,329 SF. The dollar value assigned to the work performed by TSCx was \$62,500.00. Mr. Parson oversaw the commissioning process.



**ALIEU JALLOW**  
**CxA**  
**PROJECT MANAGER**



**EDUCATION**

Kennesaw State University  
*B.S. Mechanical Engineering*

**PROFESSIONAL REGISTRATIONS**

CxA (AABC/ACG)

**PROFESSIONAL AFFILIATIONS**

Building Commissioning Association (BCA)

American Society of Mechanical Engineers

American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)

In his professional experience, Alieu has been involved in the commissioning and functional testing of HVAC, plumbing, and electrical systems for a variety of aviation, commercial, educational, and government facilities. He has worked for TSCx for a total of 7 years after applying to work here after his schooling. As a Project Manager, he assists in the commissioning activities on multiple active projects. Typically, he will be assigned as a Project Manager for his assignments. Alieu has experience in trend analysis, developing pre-functional and functional testing forms, and on-site functional testing of mechanical, electrical, and plumbing systems.

**RELEVANT PROJECTS INCLUDE:**

- **Howard Middle School Renovation & Addition – Atlanta, GA**

This project was a renovation. The building is 208,122 SF. The dollar value assigned to the work performed by TSCx was \$157,000.00. Mr. Jallow participated in site visits and worked on the Cx Plans and Cx Report.

- **Tuskegee Airmen Global Academy – Atlanta, GA**

This project involved new construction. The building is 163,700 SF. The dollar value assigned to the work performed by TSCx was \$99,150.00. Mr. Jallow participated in site visits and worked on the Cx Plans and Cx Report.

- **Martin Luther King, Jr. Middle School – Atlanta, GA**

This project was an addition of a new wing to an existing school building. The building is 192,000 SF. The dollar value assigned to the work performed by TSCx was \$64,595.00. Mr. Jallow participated in site visits and worked on the Cx Plans and Cx Report.



**SAMUEL T. WELLS**  
**CxA, LEED AP BD+C**  
**PROJECT MANAGER**



**EDUCATION**

Georgia Institute of Technology  
*B.S. Business Administration*

**PROFESSIONAL REGISTRATIONS**

CxA (AABC/ACG)  
 LEED AP BD+C (USGBC) 11258203

**PROFESSIONAL AFFILIATIONS**

Building Commissioning Association (BCA)  
 American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE)  
 Society of American Military Engineers (SAME)  
 U.S. Green Building Council (USGBC)

In his professional experience, Taylor has been involved in the commissioning and functional testing of HVAC, plumbing, and electrical systems for a variety of aviation, commercial, educational, and government facilities. For 6 years, Taylor has worked for TSCx, learning commissioning through training provided by TSCx. As a Project Manager, he is in charge of the day-to-day commissioning activities on multiple active projects. Typically, he will be assigned as a Project Manager for his assignments. Taylor has experience in trend analysis, developing pre-functional and functional testing forms, and on-site functional testing of many mechanical, electrical, and plumbing systems.

**RELEVANT PROJECTS INCLUDE:**

- **Free Home Elementary Replacement School – Canton, GA**

This project was the new construction of a replacement for the existing building. The building is 107,000 SF. The dollar value assigned to the work performed by TSCx was \$65,550.00. Mr. Wells participated in site visits and worked on the Cx Plans and Cx Report.

- **Cherokee High School Replacement – Canton, GA**

This project was the construction of a new high school to replace the old one. The building is 473,000 SF. The dollar value assigned to the work performed by TSCx was \$135,700.00. Mr. Wells participated in site visits and worked on the Cx Plans and Cx Report.

- **Creeklane Middle School HVAC Renovation – Canton, GA**

This project was a renovation of an old HVAC system. The building is 276,000 SF. The dollar value assigned to the work performed by TSCx was \$45,850.00. Mr. Wells participated in site visits and worked on the Cx Plans and Cx Report.





#### 4. PROPOSED PROJECT STAFF AND TECHNICAL CAPABILITIES (CONT'D)

##### **Commissioning Team**

The commissioning agents at TSCx bring a diversity of complementary knowledge, skills, and experience, which provides the DeKalb County School System with the best possible commissioning expertise. TSCx is focused on meeting our client's requirements by providing experienced consultants with the appropriate skills and experience in building commissioning. We pride ourselves on staying abreast of current industry trends in order to guarantee a mastery of the entire building commissioning process, and how to successfully structure and deploy the Commissioning Agent and Project Management Team.

Our Commissioning team members have backgrounds in design and construction, building automation systems, and general contracting as well.

We put a strong emphasis on quality and client satisfaction. One of our main goals is to develop positive and open working relationships with clients and partners to ensure recurrent success into the future. TSCx takes pride in the fact that the majority of our work is through recurring clients, most notably our contracts with GSFIC, Hartsfield-Jackson Atlanta International Airport, Atlanta Public Schools, the USACE and Morehouse School of Medicine.

##### **TSCx Team Experience**

TSCx team has ample experience with the design and construction team for this project, as listed below.

##### **Experience with SSOE | Stevens & Wilkinson (design)**

TSCx has worked with SSOE | Stevens & Wilkinson on the following projects:

- APS - Midtown High School (formerly Henry W. Grady High School) – Atlanta, GA
- APS - Howard Middle School – Atlanta, GA
- Pittsburg Yards – 352 University Ave, Atlanta, GA
- Georgia Department of Public Health – Atlanta, GA
- T3 Distributed Antenna System (DAS) Extension Facility – Hartsfield-Jackson Atlanta International Airport – Atlanta, GA
- Maintenance Building Construction – Hartsfield-Jackson Atlanta International Airport – Atlanta, GA
- MQ-9 Mission Control Element (MCE) Group – Shaw AFB, SC
- Cargo Building C – Hartsfield-Jackson Atlanta International Airport – Atlanta, GA
- Concourse T North – Hartsfield-Jackson Atlanta International Airport – Atlanta, GA
- 100 Peachtree Street Building – Atlanta, GA





**Current DeKalb Projects**

Nancy Creek – GC: Balfour Beatty  
Champion – GC: Balfour Beatty

**Experience with Balfour Beatty (construction team)**

TSCx has worked with Balfour Beatty on the following projects:

- Gwinnett CSEC Facility – *Lawrenceville, GA*
- Wilkes PRC Conversion – *Washington, GA*
- Langley AFB - F-22 Low Observable Composite Repair Facility (LOCRF) – *Joint Base Langley-Eustis (JBLE)*
- APS - West Manor – *Atlanta, GA*
- APS - Benteen Elementary School Cx Professional Services – *Atlanta, GA*
- APS - Gideons Elementary School – *Atlanta, GA*

**Certification**





## 5. MANAGEMENT PLAN

### 5.A – Management Approach & Plan

*The firm shall provide a detailed narrative of the management approach and plan that will be used for the Project. The firm should identify any unique experience, qualifications, techniques, and approaches that will best support and be used to achieve the Project objectives.*

*The following issues should be addressed:*

#### *i. Pre-design & Design Phase coordination*

##### Pre-design Phase

During the Pre-Design Phase TSCx will attend the scoping and programming meetings held with the design team and DeKalb County School project management team to offer our expertise in decisions made on equipment and systems where we have experiences and valuable insight on maintainability and life cycle expectations of the equipment. It is advantageous to have the DeKalb School facility maintenance department attend for their experience and opinions as well.

##### Design Review

Our design review process focuses on ensuring that the owner's project requirements are met by the design team's construction documents. Another primary focus is the constructibility, maintainability, and sustainability provided by the direction of project documents. Our reviews provide the owner with an experienced oversight with building life cycle in mind. TSCx team feels that the ability to maintain the building's environmental and operating systems is essential for continued optimum building performance.

Design review by commissioning agent(s) is not intended to be a peer review of the engineer's design calculations or to second guess their methods but to provide suggestions as to how the system as designed can be commissioned, operated, and maintained more efficiently.

We will conduct a design review meeting directed specifically on commissioning activities, requirements and resultant outcomes.

Design reviews are conducted at SD, DD and CD stages to assist the design team with making any suggested changes early in the process.





### **Design Phase Commissioning Plan**

During the Design Phase, TSCx will submit a Design Phase Plan with roles and responsibilities outlined specifically for the project in hand. This document would be included in the project design documents for distribution to CM/GC for their GMP proposals.

### **Design Specifications**

TSCx will assist the Design Team in producing submittal sections that involve the commissioning process, usually a 01 9 100 for General Commissioning scope and possibly a 01 91 19 (for envelope).

### **Value (Devalue) Engineering**

TSCx is a valuable asset in the value engineering arena. Our experience working for one of the country's largest construction managers on numerous complex projects has provided the opportunity to work on construction budgeting and value engineering as early as the Schematic Design phase.

## ***ii. Preconstruction Phase coordination***

### **Bid Reviews**

We believe having the Commissioning Agent being a participant in the selection of the contractors and subcontractors is a valuable asset to the selection committee. Schools are often the victim of low-bid selection without regard to the quality of work the contractor may have been producing in the past. TSCx has been commissioning schools in the metro Atlanta area for over 20 years and has worked with a lot of very good contractors and had to endure working with a few very poor contractors. Our opinion should be considered as an asset to DeKalb County Schools.

The choices of MEP subcontractors is nearly as important as your CM/GC. You'll have to live and deal with the MEP systems for the next 20-30 years. A good system can be achieved with a good commissioning agent and a decent MEP contractor.

### **Construction Phase Commissioning Plan**

This Commissioning Plan is developed specifically for each project. The plan provides direction for the development of the site-specific commissioning of equipment, systems designed and specified for use on this project in addition it provides direction for the responsibilities of the design and construction team members as to their specific roles in the commissioning process. The commissioning process described in this plan will identify the requirements and performance required by the contract plans and specifications as well as those required for sustainable certification.

The purpose of the commissioning plan during the construction phase is to provide a set of guidelines and checklists by which the various systems and equipment to be commissioned can be observed and evaluated for their compliance with the contract documents and governing building code requirements.





Commissioning is a systematic process of ensuring that all building systems perform interactively according to the Owner's Project Requirements and Performance Criteria. This is achieved by documenting the Owner's Project Requirements, Basis of Design and Performance Criteria and continuing through construction and acceptance period with actual verification of performance. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment start-up, control system calibration, testing and balancing, as well as functional performance testing. Assessment Phase - Assist design team with assessment of existing MEP System with respect to existing life cycle and functionality of new design OPR.

#### **Submittal Review**

Our submittal review process focuses on the contractors' submittals meeting the content of the OPR, design plans and specifications. All manufacturer's equipment is not entirely equal but yet still may be acceptable for the application. Our experience in the field as we commission different equipment helps us to identify issues that are not spelled out in equipment submittals.

#### **Scheduling**

Because of our team experience in actual building construction, we can integrate our commissioning activities into the project's master construction schedule. We work closely with the Construction Manager to merge our schedules without extending or delaying the project milestones or finish date. Our commissioning efforts will not delay the completion of any DeKalb County School.

#### **Commissioning Plan Presentation**

TSCx conducts a Commissioning Plan Presentation to explain the process and procedures to the contractors, subcontractors, owners design team and facility maintenance staff. The presentation goes through the Cx Plan and is an interactive meeting conducted in person and virtually. We conduct a separate plan for Envelope contractor and a second presentation for MEP group.

### ***iii. Construction Phase Commissioning management***

#### **Site Inspections**

Our jobsite progress reviews are scheduled, and the reports generated are distributed to the construction and design teams. These site inspections are tailored to the requirements of the project design documents as well as local building codes. These inspections benefit the quality control efforts of the Construction Manager by providing early punch lists of deficient items. Common Sense is the common denominator in all our site inspections.

All deficiencies found in the equipment or systems that are to be commissioned are documented and coordinated with the design/construction team and Owner. This documentation is transmitted to the appropriate parties the next day, so that the deficient items can be corrected before any delays in construction result. This effort leads to an easier and smoother project.





### **Communications**

The TSCx Team is very timely and specific with our project communications efforts. Our site observation reports are sent within 2 days of a jobsite visit. An issues log is generated at the same time along with a photo log of any issues documented. As the project nears completion, we consolidate the open issues into a "Working Issues" log which facilitates the closing of the open issues for the contractors.

### **Test and Balance Verification**

Before the commissioning of the building can be started, the testing and balancing of the HVAC system must be completed. Proper air and water flows must be established in order to verify proper operation of the equipment and systems. TSCx verifies that the Test and Balance has been performed according to the design documents and that the test data is accurate and within design tolerances.

### **Functional Performance Verification**

TSCx does not start functional testing until the following tasks have been completed and approved by the design team and the owner. TSCx tracks this data in a Certificate of Readiness and a Pre-Cx checklist.

- Test and Balance report stamped and approved,
- Controls Point- to- point (PVT) verification from the control's contractor.
- Equipment start-up reports
- Deficiency log cleared of all open items
- 48 trend report showing all systems operating properly

After receipt of these, TSCx schedules the functional testing by systems with attendance required by the appropriate contractors.

We seriously encourage participation by the DeKalb County Schools maintenance staff as the functional testing is an invaluable way to learn how each school operates.

#### ***iv. Close-out Phase (including 12-month warranty period)***

### **Issue the Final Commissioning Report**

The summary commissioning report shall include an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment or assembly, the report will contain the disposition of the CxA regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:





- 1) meeting the equipment specifications,
- 2) installation,
- 3) functional performance and efficiency,
- 4) all outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.

The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, EMCS trend logs, data loggers, etc.) and include observations and conclusions from the testing.

#### **Owner Training**

Effective and comprehensive Owner training is extremely important. MEP systems are getting more complicated and interactive than ever. Your maintenance staff may believe they know how all this "stuff" works – until it does not.

TSCx will assist the CM/GC in scheduling the training sessions. TSCx will review all the contractor's training plans and syllabi for completeness and user-friendly format. Also review the qualifications of the trainer conducting each session. We will also track attendance and include these in both the Cx Report and the Systems Manual.

#### **Warranty**

At the 12-month warranty phase meeting TSCx will conduct interview with the operator of each facility and gather any service logs and occupant complaint logs to determine the course of action for correctional any ongoing issues that need to be addressed by the Contractor before warranties expire.

TSCx will then follow up on the warranty resolution plan to ensure all issues have been addressed.

#### ***vi. Building Envelope Commissioning***

Envelope commissioning begins in the design phase and continues with submittal reviews and construction phase site visits. TSCx produces our Commissioning Plans to include the Envelope components. We consider the envelope and MEP systems to be interactive with each other and therefore are as one.

Site visits begin with under-slab vapor/moisture barrier inspections. These are very important as when not applied correctly, the failures are not discovered until the compounding water from multiple deluges over months after the facility is completed begin to seep up through cracks and crevices. Extremely hard to correct.





The rest of the envelope scope would include inspections of:

- Exterior vapor barrier
- Exterior wall insulation and flashings
- Inspections of exterior wall product installation
  - o Masonry
  - o Siding
  - o Composite whatever material (architects are getting more creative )
- Windows
- Exterior doors
- Store front
- Louvers
- Roofing and roof accessories
- Facility pressure testing witnessing (if applicable)

***vii. Prepare Facilities Requirements and Operations & Maintenance Plan***

**O&M Data**

TSCx will review the Contractors submitted O&M data for completeness and clarity. We will ask them to limit their O&M data to only equipment that is installed on this project. We do not think submitting O&M data for twenty different model pumps when there are two types on the project is helping the maintenance staff troubleshoot and issue.

**Systems Manual**

TSCx will prepare and submit a Systems Manual including for all commissioned systems:

- system single line diagrams,
- as-built sequences of operation and controls drawings, as-built control setpoints,
- recommended schedule for sensor and actuator calibration,
- recommended schedule of maintenance when not in the O&M manuals,
- recommended re-testing schedule with suggested functional performance testing forms,
- full equipment warranty information.

Update and resubmit the Systems Manual based on any corrective action taken during the warranty period



**viii. COBie-compliant Database development**

TSCx will work in a cooperative team effort with the CM/GC and DeKalb Schools Maintenance staff for each project to ensure that the facility assets are properly uploaded to DeKalb County Schools existing COBie data base. TSCx understands the importance of having an accurate and reliable management system for DeKalb County Schools to track their maintenance schedules and efforts for better school performance and energy efficiency.

**TSCx Team Commitment**

Our goal when commissioning a project is to ultimately improve not only the operation of the building systems, but to ensure that the building's occupants enjoy a more comfortable, better quality work environment and a highly productive daily experience. We accomplish these goals with thorough design reviews, seamless scheduling of commissioning activities, timely jobsite observations and our ability to assist in the project design and construction. We excel at solving building systems' operational problems early before they cause completion delays.



**6. FEE STRUCTURE**

**6.A – Project Pricing Sheet**

*The Proposer shall provide a project pricing sheet that identifies all pricing elements discussed in the proposal to accomplish the Owner's requirements. A fee shall be proposed in the form of a lump sum price for the total Third Party Commissioning services with a breakdown of the price per the provided Fee Calculation Price Sheets.*

See response attachments.





**6.B – Anticipated Positions**

*The Proposer shall provide a list of each position anticipated to be utilized in the program, a description of duties associated with that position along with the hourly billable rates. The positions listed should match those which were identified in the Proposed Project Team noted above in Section XI, D.2.*

Each position anticipated to be utilized in the program:

Principal-in-Charge – Responsible for the oversight of each and every project.

Operations Manager – Responsible for scheduling project managers, Assistant PMs, and assigning PMs to projects. Oversees progress on site visits, site reports, Cx Plans, and Cx reports

Project Managers – Responsible for producing the Cx Plans, reviewing submittals, design document reviews, making site visits, inserting Cx activities into the master construction plan, pre-functional site visits, functional performance verification, issuing final Cx Report, and warranty site visits.

Hourly Billable Rates for Commissioning Agent:

Total Systems Commissioning	Hourly Rate (\$/Hr) 2024
Principal CxA	\$175.00
CxA Sr Project Manager	\$150.00
CxA Project Manager	\$140.00
CxT	\$120.00
Assistant Project Manager	\$100.00
Intern	\$ 65.00
Admin	\$ 75.00

**6.C – State Sales Tax & Federal Excise Tax**

*The Owner is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in the proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Offeror unless otherwise stated in writing and agreed to by the Owner.*

Acknowledged by TSCx, Inc.





#### **6.D – Price Proposal Form**

*The Price Proposal Form shall be utilized to develop Appendix E to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof.*

Not included per Addendum No. 3 RFC #1.

Refer to 6A.

#### **6.E – State Sales Tax & Federal Excise Tax**

*The Owner is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in the proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Offeror unless otherwise stated in writing and agreed to by the Owner.*

Already acknowledged by TSCx, Inc.

#### **6.F – Fixed Price Proposal Form**

*The Fixed Price Proposal Form shall be utilized to develop Appendix E to the Owner's Master Agreement for Program Services, pursuant to Article 4 thereof.*

Not included per Addendum No. 3 RFC #1.

Refer to 6A.

**TOTAL SYSTEMS COMMISSIONING, INC. WOULD LIKE TO ACKNOWLEDGE  
ADDENDA 1 THROUGH 4.**



*Better Operating Buildings Through Commissioning®*

[www.tscx.org](http://www.tscx.org)

**TSCx**  
TOTAL SYSTEMS COMMISSIONING

2148 Hills Avenue NW  
Suite I  
Atlanta, GA 30318



**ATTACHMENT A: COMMISSIONING AUTHORITY CHECKLIST AND CERTIFICATION**

The undersigned, hereby acknowledges having received **Request for Proposal (RFP) No. 24-752-037 Third Party Commissioning Services** containing a full set of documents:

**IMPORTANT NOTICE: The omission of any of the required items listed below shall cause the bid submission to be declared non-responsive and to be rejected.**

	<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
<b>Owner's Standard Forms:</b>		
Attachment A Commissioning Authority Checklist and Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1 Corporate Certificate (1 page)	B1 or B2 or B3 as applicable	<input checked="" type="checkbox"/>
Attachment B2 Partnership Certificate (1 page)		<input type="checkbox"/>
Attachment B3 Entity Certificate (1 page)		<input type="checkbox"/>
Attachment C Subcontractor Listing (1 page)	YES	<input checked="" type="checkbox"/>
Attachment D Offeror's and Individuals' Affidavit of Noncollusion (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment E Conflict of Interest Disclosure Form (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment F Consent to Release Information (1 page)	YES	<input checked="" type="checkbox"/>
Attachment H Suspension and Debarment Certification (1 page)	YES	<input checked="" type="checkbox"/>
Attachment I1 Price Sheet Sample Project #1-140,000 Square Feet (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment I2 Price Sheet Sample Project #2-300,000 Square Feet (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment I3 Price Sheet Sample Project #3-450,000 Square Feet (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment I4 Price Sheet Champion Theme School (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment I5 Price Sheet Nancy Creek Facility (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment J Immigration and Security Certification	YES	<input checked="" type="checkbox"/>
Attachment K No Submittal Response Form (1 page)	NA	

	<b>Include with Proposal</b>	<b>Check Box to Confirm Inclusion</b>
<b>Other Requirements:</b>		
Sample Certificate of Insurance, per General Terms and Conditions Item G.	YES	<input checked="" type="checkbox"/>
Copy of Business License, per General Terms and Conditions Item T.	YES	<input checked="" type="checkbox"/>
Acknowledgement of ALL addenda (if any) on next page.	YES	<input checked="" type="checkbox"/>

**Owner's Appendices:**

- Appendix A: Owner's Narrative and Scope of Work (4 pages)
- Appendix D: DCSD 2023-2024 and 2024-2025 Calendar
- Appendix E: Continuing Contract for Professional Services (39 pages)
- Appendix F: Subcontractor Affidavit of Noncollusion (1 page)

**Owner's Exhibits:**

- Exhibit A: Champion Theme School Plans Issued for Bid (189 pages)
- Exhibit B: Champion Theme School Project Manual (826 pages)
- Exhibit C: Nancy Creek Facility Plans Issued for Bid (93 pages)
- Exhibit D: Nancy Creek Facility Project Manual (820 pages)
- Exhibit E: Nancy Creek Architect Addendum No. 2 (4 pages)



Indicate Addenda(s) Nos. 1 - 4 received (none unless indicated here). The Commissioning Authority is responsible for reading and understanding all sections of this RFP and affirms that the Program Manager shall be bound by all of the terms and conditions contained in this RFP.

Further, the undersigned, being duly sworn, states on oath that no disclosures of ownership have been withheld from the Board, that the information provided herein is current, and Firm and its officers and employees have not entered into any agreement with any other Firm or prospective Firm or with any other person, firm or corporation relating to any prices or other terms named in this RFP or any other RFP, nor has it entered into any agreement or arrangement under which a person, firm or corporation is to refrain from responding to this RFP.

Name of Program Manager: Total Systems Commissioning, Inc.

Signature: [Handwritten Signature]

Printed Name: Richard Dutro

Title: President Date: 08/07/2024

Sworn to and subscribed before me this 7th day of August, 2024

Notary Public [Handwritten Signature] My commission expires: 05/05/2028



THE DEKALB COUNTY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE INFORMALITIES.

**ATTACHMENT B1: CORPORATE CERTIFICATE  
Proposals**

---


STATE OF Georgia  
COUNTY OF Fulton

I, Richard Dutro, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Richard Dutro who signed said proposal on behalf of the offeror was then President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; and that said corporation is organized under the laws of the State of

Georgia  
  
[signature]

Richard Dutro  
[typed name]

Subscribed and sworn to  
before me this 7<sup>th</sup> day of  
August, 2024

(SEAL)  
  
Notary Public



My Commission Expires:  
05/05/2028

**ATTACHMENT C: SUBCONTRACTOR LISTING**  
 (Proposals)

TO DEKALB COUNTY BOARD OF EDUCATION  
 hereinafter called "Owner"

RFP No. 24-752-037  
 Project No. Not Applicable

Pursuant to proposal requirements for the Projects known as Third Party Commissioning Services  
 the undersigned proposes to use the following subcontractors for principal portions of the Project:

PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER
Not Applicable	Not Applicable	Not Applicable

*Use Additional Sheets If Necessary  
 Provide Signature Identical To That  
 Shown On The Proposal Form*

OFFEROR: Total Systems Commissioning, Inc.  
*(typed proper name of Offeror)*

By:   
*(signature)*

Richard Dutro - President  
*(name and title)*

**ATTACHMENT D: OFFEROR'S and INDIVIDUALS' AFFIDAVIT OF NONCOLLUSION**

*(This affidavit to be executed in accordance with O.C.G.A. § 36-91-21(e))*

STATE OF Georgia

COUNTY OF Fulton

COMES NOW,

Total Systems Commissioning, Inc. ("Offeror"),  
*[name of Offeror]*

appearing by and through Richard Dutro, its President  
*[insert name of individual with authority to bind Offeror]* *[title]*

(averring both individually and in his or her representative capacity on behalf of Offeror) (the "Individual And Representative Affiant"), and

Not Applicable  
*[in these blanks insert the names of all those required to give the oath under O.C.G.A. § 36-91-21(e)]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(collectively, the "Individual Affiants"), and each of the Individual And Representative Affiant and the Individual Affiants, after first being duly sworn, deposes and says that

1 He, she or it, as applicable, has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which subsection provides as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

2. If the Offeror is a partnership, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all of the partners and any officer, agent or other person who may have

represented or acted for them in bidding or proposing for or procuring the contract for the DeKalb County Board of Education for DCSD Project – Third Party Commissioning Services (the "Project")

3. If the Offeror is a corporation or other entity, then the Individual And Representative Affiant, together with the Individual Affiants, constitute all officers, agents, or other persons who may have acted for or represented the corporation or other entity in bidding for or procuring the contract for the Project.

Further, the Individual And Representative Affiant and the Individual Affiants sayeth not.

This 7th day of August, 2024

Total Systems Commissioning, Inc.  
[insert name of Offeror]

and Richard Dutro  
[insert name of Individual And Representative Affiant]

By: [Signature], both individually and on behalf of Offeror as its  
[signature]

President  
[insert title]

Individual Affiants' signatures and names:

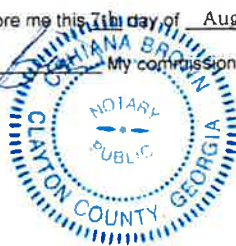
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Name:

Sworn to and subscribed before me this 7th day of August, 2024

Notary Public [Signature] My commission expires: 05/05/2028

(SEAL)



**ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Richard Dutro am the (*Title*)  
President and I am the duly authorized  
representative of the firm of (*Firm Name*) Total Systems Commissioning, Inc.  
(the "Firm") for purposes of this  
Affidavit, whose address is (*Firm Address*) 2148 Hills Avenue NW, Suite i  
Atlanta, Georgia 30318, and I possess the legal authority to make this Affidavit on  
behalf of myself and the Firm, as follows:

2. The following employee(s), officer(s) or agent(s) of the Firm (collectively, "Firm Representative") is/are related, by blood or marriage, to an employee, agent or Board Member of the DeKalb County Board of Education (collectively, "Owner Representative"), as indicated below:

<u>Firm Representative</u>	<u>Owner Representative</u>	<u>Relation</u>
<u>None</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

3. Except as listed below under "EXCEPTIONS", neither the Firm nor any Firm Representative have any conflicts of interest, whether real or potential, due to kinship, ownership, other clients, other contracts, interests, or otherwise concerning the DeKalb County Board of Education, the Project or any Owner Representative:

EXCEPTIONS (*fully disclose and completely explain*)

[Continued on Next Page]

4. This disclosure is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid, proposal or qualification statement for the same contract or project, and is in all respects without collusion or fraud.

Wherefore, the foregoing disclosure is fully complete and true, and may be relied upon by the DeKalb County Board of Education:

Signature: \_\_\_\_\_

Printed Name: Richard Dutro

Firm Name: Total Systems Commissioning, Inc.

Date: August 7, 2024

Sworn to and described before me this 7th day of August, 2024

Personally known:  \_\_\_\_\_

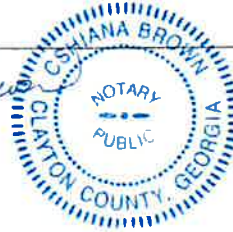
OR Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public – State of Georgia

My Commission Expires May 5, 2028

Affix Notary Seal Here: Cshiana Brown



**ATTACHMENT F: CONSENT TO RELEASE INFORMATION**

The undersigned, having submitted a competitive sealed Proposal to the DeKalb County Board of Education in respect of a local government entity public works construction project (or being a partner in a joint venture that has submitted such proposal), hereby authorizes any person or entity having in its possession, custody or control any information regarding the undersigned to fully disclose and make available such information to the DeKalb County Board of Education, its agents, attorneys and other representatives.

This 7<sup>th</sup> day of August, 2024.

Total Systems Commissioning, Inc.  
*[Printed name of person or entity consenting to release of information]*

By: 

Printed name: Richard Dutro

Printed Title: President

**ATTACHMENT H  
SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP/RFQu, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP/RFQu, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP/RFQu submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DeKalb County School District Operations Division Procurement Department if at any time the prospective offer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Company Name Total Systems Commissioning, Inc.

Signature of Engaging Official:   
(Offeror Certifying Official Signature)

Date: 08/07/2024

**ATTACHMENT J: IMMIGRATION AND SECURITY CERTIFICATION**

**If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.**

1) Offeror/Bidder shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

(a)        (Initial here): Offeror declares under penalties of perjury that Offeror has registered at <https://e-verify.uscis.gov/enroll> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et. seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

*or*

(b)        (Initial here): Offeror/Bidder warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors/Bidders who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

*or*

(c)        (Initial here) Offeror/Bidder is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit

3)        (Initial here) Offeror/Bidder will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror/Bidder with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-01 et. seq.

4)        (Initial here) Offeror/Bidder agrees that, if Offeror/Bidder employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-01,

et seq that Offeror/Bidder will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et seq.

- 5) W (Initial here) Offeror/Bidder agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

<u>[Signature]</u> Signature	<u>08/07/2024</u> Date
<u>108530</u> EEV/Basic Pilot Program User Identification Number	<u>03/20/2008</u> Date of Authorization

Firm Name: Total Systems Commissioning, Inc.  
Street/Mailing Address: 2148 Hills Avenue NW, Suite i  
City, State, Zip Code: Atlanta, Georgia 30318-2208  
Telephone Number: (404) 355-9403  
Email Address: ddutro@tscx.org

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

7th DAY OF August, 2024

[Signature]  
Notary Public

My Commission Expires: May 5, 2028





**CITY OF ATLANTA**  
 55 Trinity Avenue SW  
 Suite 1350  
 Atlanta GA 30303

**OCCUPATION TAX REGISTRATION CERTIFICATE**  
 VALID ONLY WHEN OCCUPATION REGISTRATION TAX  
 REQUIREMENTS ARE PAID

**Business Name:** TOTAL SYSTEMS CX INC.

**Business Type(s):** 541611 Administrative Management and  
 General Management Consulting Services

**Business Location:** 2148 HILLS AVE NW STE 1  
 ATLANTA, GA 30318

**Mailing Address:** 2148 HILLS AVE NW STE 1  
 ATLANTA, GA 30318

**Owner:**

**License Number:** LGB-102412-2020

**License Type:** General Business License

**Issued Date:** 2/9/2024

**Classification:** Other Services except Public Administration

**Expiration Date:** 12/31/2024

*Mohamed Balla*

Mohamed Balla, Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION. NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS. NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S), IF REQUIRED. CERTIFICATE NOT TRANSFERABLE IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD. CALL THE BUSINESS LICENSE OFFICE AT 404-330-6270. THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS.

**TO BE POSTED IN A CONSPICUOUS PLACE**

# STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

\*Electronically Filed\*

Secretary of State

Filing Date: 1/25/2024 5:32:21 PM

### BUSINESS INFORMATION

CONTROL NUMBER	0353926
BUSINESS NAME	TOTAL SYSTEMS COMMISSIONING, INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/25/2024
ANNUAL REGISTRATION PERIOD	2024, 2025, 2026

### PRINCIPAL OFFICE ADDRESS

ADDRESS	2148 HILLS AVENUE NW, SUITE I, ATLANTA, GA, 30318, USA
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### REGISTERED AGENT

NAME	ADDRESS	COUNTY
Richard Dutro	2148 Hills Avenue NW, Suite I, Atlanta, GA, 30318, USA	Fulton

### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Richard C. Dutro	CFO	1696 Springer Street, Atlanta, GA, 30318, USA
Richard C. Dutro	SECRETARY	2148 HILLS AVENUE NW, SUITE I, ATLANTA, GA, 30318, USA
Richard C. Dutro	CEO	1696 Springer Street, Atlanta, GA, 30318, USA

### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Richard Dutro
AUTHORIZER TITLE	Officer

## EXHIBIT "I"

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-contractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

108530  
EEV/Basic Pilot Program User Identification Number

03/20/2008  
Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program, please identify the program.

Total Systems Commissioning, Inc.  
Company Name / Contractor Name

02-18-2025  
Date

  
BY: Signature of Authorized Officer or Agent

02-18-2025  
Date

President  
Title of Authorized Officer or Agent of Contractor

Richard Dutro  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
18th DAY OF February

  
Notary Public  
My Commission Expires: May 5, 2028

