



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: December 9, 2024

RE: **Contract Award and Budget Reallocation ~ RFP No. 24-752-037~Third Party Commissioning Services ~Total Systems Commissioning, Inc., and TLC Engineering Solutions (Not to exceed \$642,185.50)**

At its business meeting on Monday, December 9, 2024, the DeKalb Board of Education approved

- the Contract Award of RFP 24-752-037 for Third Party Commissioning Services to Total Systems Commissioning, Inc. (\$359,727.50) and TLC engineering Solutions (\$282,458) for a total Contract award in the **Not to Exceed** amount of \$642,185.50.
- Additionally, the Board approved a budget reallocation in the amount of \$401,901.50 from Program Contingency to fund the Third-Party Commissioning Services project as follows:

Cross Keys HS **\$119,443.50**
Champion Theme Middle School **\$171,204**
Nancy Creek Elementary School **\$111,254**

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Division of Finance

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

**Design
Professional:** TLC Engineering Solutions Inc.

**Design
Professional Address:** 4360 Chamblee Dunwoody Rd., Ste. 210
Atlanta, Georgia 30341

Solicitation No.: RFP No. 24-752-037

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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This contract (the "Contract") is made and entered into by and between the DeKalb County Board of Education (the "Owner") and TLC Engineering Solutions, Inc., authorized to do business in the State of Georgia, whose business address is 4360 Chamblee Dunwoody Road, Suite 210, Atlanta, Georgia 30341 (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 Chad Griffith 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:

4360 Chamblee Dunwoody Road, Suite 210
Atlanta, Georgia 30341

ATTENTION: Chad Griffith, Managing Principal

- 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. Dijon 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:

TLC Engineering Solutions, Inc.

[Typed Name]

By: 

[Signature]

Chad Griffith, Managing Principal

[Printed Name, Title]

4360 Chamblee Dunwoody Rd Suite 210

Atlanta GA, 30341

[Printed Address]

2/3/2025

[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

<u>NAME</u>	<u>FUNCTION</u>
<u>Chad Griffith</u>	<u>Managing Principal</u>
<u>Bart Stewart</u>	<u>Commissioning Agent</u>
<u>Mark Gelfo</u>	<u>Electrical Cx</u>
<u>Trip Walters</u>	<u>Plumbing Cx</u>
<u>Gary Haydu</u>	<u>Mechanical Cx</u>
<u>David Miller</u>	<u>Controls Cx</u>

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

Respectfully submitted TLC Engineering Solutions
[typed name of Contractor]

By: 
[signature]

Chad Griffith, Managing Principal
[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 TLC Engineering Solutions
[typed name of Contractor]

By: 
[signature]

Chad Griffith, Managing Principal
[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 "F"

**ASBESTOS EXCLUSION CERTIFICATION FORM
(NEW CONSTRUCTION & ADDITIONS ONLY)**

In compliance with Asbestos Hazard Emergency Response Act (AHERA) Part 763 "Asbestos", Subpart E "Asbestos-Containing Materials in Schools", Section 763.99 "Exclusions" paragraph (a) (7), I _____, the Commissioning Authority
(Commissioning Authority)

of record for _____, _____
(Project Name) (Substantial Completion Date)

located in DeKalb County School District, _____ (the "Project")
(School System Name) (State Project Number)

certify that *[initial one of the following]*:

(i) to my actual knowledge, no Asbestos Containing Building Material (ACBM) was specified as a building material in any construction document for the Project. *[initial if applicable]*: _____

or

(ii) to the best of my knowledge, no ACBM was used as a building material on the Project. *[initial if applicable]*: _____

(Commissioning Authority)

(Signature of Commissioning Authority)

(Date)

(Georgia Commissioning Authority License Number)

(Seal and Signature)

EXHIBIT "G"
COMMISSIONING AUTHORITY PROPOSAL



**DEKALB COUNTY BOARD
OF EDUCATION**

**THIRD PARTY COMMISSIONING
SERVICES**

RFP No. 24-752-037

August 8, 2024

Chad Griffith, PE, LEED AP, GBE, CEM
Managing Principal
4360 Chamblee Dunwoody Road, Suite 210
Atlanta, Georgia 30341
(678) 387-2763
chad.griffith@tlc-eng.com



August 8, 2024
DeKalb County Board of Education
Design and Construction Department
Tucker, Georgia

Re: RFP No. 24-752-037: Third Party Commissioning Services

Dear Review Committee:

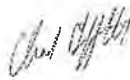
Selecting the right commissioning team to be your "eyes and ears" is a crucial choice. As your commissioning provider, we will work with the entire project team to make certain the project's systems are performing as intended, resulting in achieving your goal for the highest level of space & operational efficiency. Below is why we believe choosing TLC as your commissioning team is the right decision for this project.

Why TLC:

- Experience:** TLC has tremendous depth and breadth of experience engineering and commissioning similar projects: K-12, higher education, central energy plants, new construction, and renovations throughout the southeast.
- Industry Leadership:** Our team are not only experienced commissioning providers and technical experts, they are also leaders in the commissioning industry. Our Lead Electrical CxA for this project, Mark Gelfo, has been on the Board of Directors for ACG for over 15 years, currently serving as Vice President, and was recently appointed to the NFPA 110/111 technical committee. Other team members serve on ACG/EMA committees, NFPA 99 and 101 technical committees, and ASHRAE 170 committee chair, working every day to improve the industry.
- Commitment:** TLC values our partnership with our clients above all else. We strive to provide "extreme-service" to all of our clients and hope to become a trusted advisor and valued consultant to DeKalb County Board of Education. Our proposed commissioning team is a mix of our Atlanta and Jacksonville offices, with our Atlanta office leading the project.

We look forward to the opportunity to discuss our qualifications and experience further. We hope to work with DeKalb County Board of Education to ensure the continued success of the DeKalb County School District.

Sincerely,



Chad Griffith, PE, LEED AP, GBE, CEM
Managing Principal
TLC Engineering Solutions
4360 Chamblee Dunwoody Road, Suite 210
Atlanta, Georgia 30341
chad.griffith@tlc-eng.com
678-387-2761 (O)
770-451-6761 (F)

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Page 2

COMPLIANCE INFORMATION

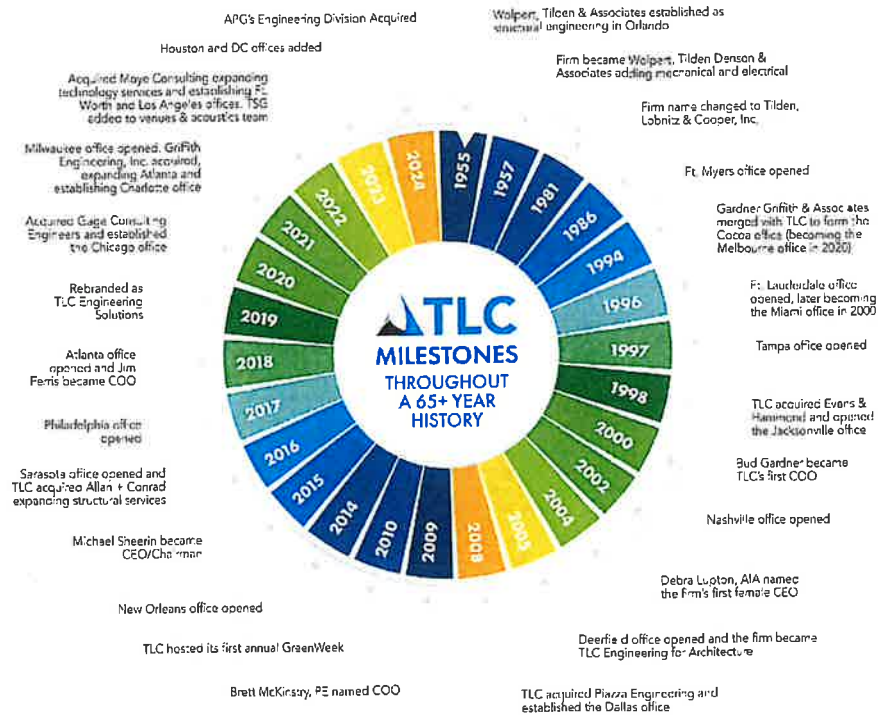
2.1 FIRM OVERVIEW

2.1.1 BASIC COMPANY INFORMATION

Firm Name: TLC Engineering Solutions
Address (Headquarters): 255 S. Orange Ave., Suite 1600, Orlando, FL 32801
Primary Contact: Chad Griffith, Managing Principal
Address (Branch Serving this Project): 4360 Chamblee Dunwoody Rd., Ste. 210, Atlanta, GA 30341
Phone Number: 678-387-2761 | chad.griffith@tlc-eng.com
Website: www.tlc-engineers.com
Proximity to Project Site: From Atlanta Office - Approximately 20 Miles

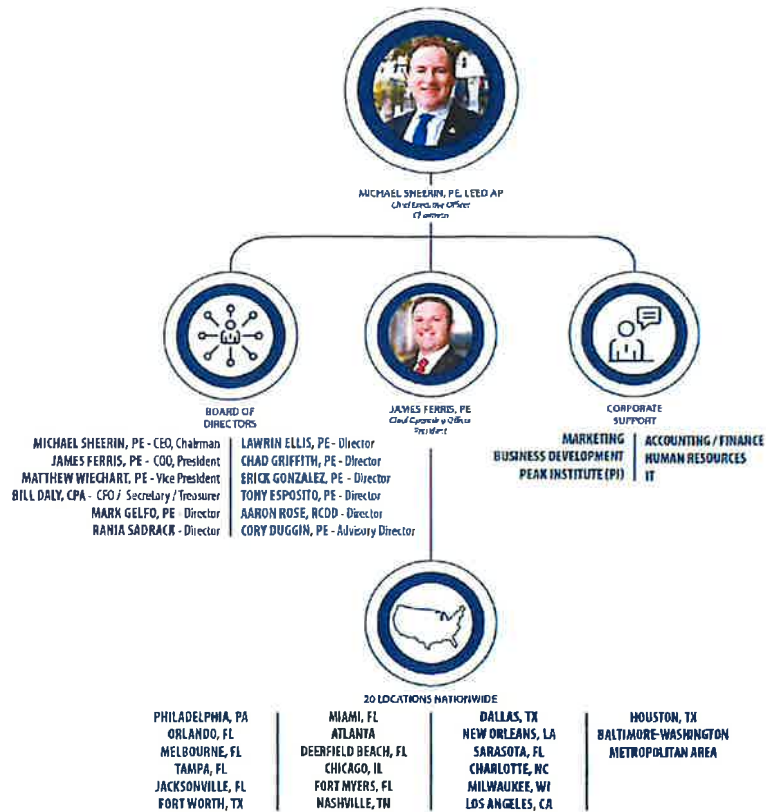
2.1.2 COMPANY STRUCTURE

TLC has been in business for 68+ years and is incorporated in the State of Florida. As an employee-owned firm, our shareholders have a stake in the company's success. To become a shareholder, an employee must be nominated, screened, and voted on by TLC's Board of Directors. A core team, the Leadership Development Group, was created to help identify future leaders early in their careers and grow them to become successful partners in the firm.



2.1.3 ORGANIZATIONAL CHART

At TLC Engineering Solutions, Inc. we are continuously learning and growing. Our vision to **THINK** boldly, **LISTEN** attentively and **CREATE** passionately serves as the blueprint that guides our commitment of extreme service to our clients. Our highly qualified team of 500+ professionals includes professional engineers, LEED-accredited professionals, ACG-registered commissioning authorities, and specialists in acoustics, energy modeling, and technology. Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, we are an industry leader with expertise in diverse markets, from healthcare to education to aviation.



Our commissioning team for this project are not only experienced commissioning providers, they are also accomplished engineers with decades of design, construction, and testing experience. Our team brings expertise in working with the latest codes, emerging technologies, and requirements for regulatory agencies. As commissioning providers, we are also experienced energy managers, with expertise in high performance building strategies, energy management, controls optimization, and sustainability. We bring that knowledge and experience to bear on every commissioning project, saving our clients time, money, and energy.

This combination of engineering design, commissioning, and energy management experience means that we are uniquely qualified to commission all of The Dekalb County Board of Educations systems, and be your trusted commissioning and energy management advisor. Some of our team's specific, and somewhat unique, experience is highlighted below:

Chad Griffith, PE, LEED AP, GBE, CEM | Managing Principal has extensive experience in mechanical system design, project management, energy auditing, and energy modeling for projects in a multitude of market sectors. He is involved in managing all phases of projects, including design, studies/ assessments, and report preparation. He is responsible for meeting TLC's clients' needs and continuing to grow TLC's presence throughout the greater Atlanta region.

Bart Stewart, PE, CxA, CEM, CEA | Commissioning Agent | Mechanical Cx has extensive experience in energy management, energy auditing, and commissioning. His experience with large facilities and central energy plants as well as his hands-on approach to troubleshooting and performance verification make him a perfect fit for this project.

Mark Gelfo, PE, CxA, LEED Fellow, EMP | Electrical Cx is a leader in the commissioning industry, serving on ACG's Board of Directors and current Vice-President and technical leader in emergency power systems, recently joining the NFPA 110/111 technical committee. That leadership, plus 30 years engineering and commissioning high-performance healthcare facilities, is why he will be leading TLC's commissioning team for this project

Trip Walters, PE, CPD | Plumbing Cx with over 15 years in the industry, Trip is highly experienced in plumbing, fire protection, testing, and design for multiple building types. He is experienced in all phases of a project and strives to provide quality engineering to clients.

Gary Haydu, CxA | Mechanical Cx spent 15 years working for a controls contractor. With his controls background, experience in the field, and project management experience, Gary's unique perspective makes him a huge asset to project teams in diagnosing and troubleshooting HVAC controls and system performance issues.

David Miller, PE, CxA, EMP | Controls Cx spent 15 years with Johnson Controls on BAS systems programing and integration before focusing on commissioning and energy management. His experience and perspective brings a very practical, "keep it simple" philosophy to the team. There is no one better at quickly diagnosing and troubleshooting building controls issues.



2.2 BUSINESS LICENSES



**CITY OF BROOKHAVEN
OCCUPATIONAL TAX CERTIFICATE
2024**

LICENSE FOR: Occupational License

NAICS CODE:

TAX CLASS: **6**

Date Issued: **03/26/2024**

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

License Number: **001598**

BUSINESS NAME: **TLC ENGINEERING SOLUTIONS INC**

DBA:

LOCATION OF BUSINESS: **4360 CHAMBLEE DUNWOOD RD SUITE 210 , ATLANTA, GA 303410000**

MAILING ADDRESS: **4360 CHAMBLEE DUNWOODY RD #210 , BROOKHAVEN, GA 303410000**


This license is to be displayed conspicuously at the location of the business and is not transferable or assignable.

Issued By: Oscar Medina

This license is issued pursuant to the provisions of all ordinances of the City of Brookhaven and amendments thereto.



MUST BE POSTED IN A CONSPICUOUS LOCATION

	<p>STATE OF GEORGIA Darren Mickler, Director Taylor Wright, Board Chair Georgia Professional Engineering & Land Surveyors Board Engineers / Land Surveyors Engineer Firm</p>
LICENSE NO.	PEF002660
TLC Engineering Solutions, Inc 255 South Orange Avenue Suite 1600 Orlando, FL 32801	
EXP DATE - June 30, 2026 ISSUE DATE - April 08, 1997 Active	
Printed on July 11 2024 @ 32 AM	

2.3 PROFESSIONAL CERTIFICATIONS

 <p>STATE OF GEORGIA BRAD RAFFENSPERGER, Secretary of State State Board of Registration for Professional Engineers and Land Surveyors LICENSE NO. PE026284 Michael C Griffith 4360 Chumblee Dunwoody Rd Suite 210 Atlanta GA 30341 Professional Engineer EXP DATE - 12/31/2024 Status: Active Issue Date: 07/07/2000</p>	 <p>STATE OF GEORGIA BRAD RAFFENSPERGER, Secretary of State State Board of Registration for Professional Engineers and Land Surveyors LICENSE NO. PE038074 George Alexander Walters, III 5720 Ashwind Trace Alpharetta GA 30005 Professional Engineer EXP DATE - 12/31/2023 Status: Active Issue Date: 05/23/2013</p>
 <p>STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF PROFESSIONAL ENGINEERS THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES</p> <p>GELFO, MARK ANDREW 1805 HYDEPARK BLVD STE 550 JACKSONVILLE FL 32207</p> <p>LICENSE NUMBER: PE22426 EXPIRATION DATE: FEBRUARY 28, 2025</p>	 <p>STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES</p> <p>MILLER, DAVID V. 878 HAVEN HILL ISLAND FLORIDA SATELITE BEACH FL 32927</p> <p>LICENSE NUMBER: PE22741 EXPIRATION DATE: FEBRUARY 28, 2025</p>



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Bart Wayne Stewart

Address:

Fayetteville GA 30215

Primary Source License Information

Lic #: PE035118 Profession: Engineers / Land Surveyors
 Secondary: Method: Examination
 Issued: 6/7/2010 Expires: 12/31/2024

Type: Professional Engineer
 Status: Active
 Last Renewal Date: 12/31/2023

2.3 PROFESSIONAL CERTIFICATIONS



hereby certifies that

Bart W. Stewart, P.E., CxA
 TLC Engineering Solutions (Atlanta)

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

Certified Commissioning Authority

Registration number: 214-1425. This certificate, valid effective 1/1/2024 and expiring on 12/31/2024, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.



hereby certifies that

Mark A. Gelfo, P.E., EMP, CxA
 TLC Engineering Solutions (Jacksonville)

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

Certified Commissioning Authority

Registration number: 406-132. This certificate, valid effective 1/1/2024 and expiring on 12/31/2024, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.



hereby certifies that

David V. Miller, P.E., EMP, CxA
 TLC Engineering Solutions (Melbourne)

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

Certified Commissioning Authority

Registration number: 409-444. This certificate, valid effective 1/1/2024 and expiring on 12/31/2024, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.



hereby certifies that

Gary R. Haydu, CxA
 TLC Engineering Solutions (Jacksonville)

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

Certified Commissioning Authority

Registration number: 427-2037. This certificate, valid effective 1/1/2024 and expiring on 12/31/2024, is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.



2.4 FINANCIAL INFORMATION (2023 CERTIFIED AUDIT UPLOADED TO IONWAVE)

2.5 LITIGATION

2.5.1 LITIGATION

TLC has not been involved in any claim or litigation involving commissioning services offered as part of this RFP. TLC Engineering Solutions, Inc. is a national engineering firm with 68+ years of successfully completed projects. That large volume of projects, as well as the many jurisdictions where we provide services subjects us to periodic claims and litigations, the majority of which involve the entire design team, regardless of our performance. None of our past or current claims have impacted our financial stability or our ability to provide quality services.

TLC has not been removed from a contract or had a contract terminated for default or failure to complete a contract as assigned.

2.5.2 CAPACITY & CLAIMS

With several commissioning projects recently completed, our team has the capacity to take on new projects. With a firm-wide staff of over 500+ people, TLC has strength in numbers and can enlist help from other TLC offices should the need arise.

Pending:

Doseum, San Antonio, TX / Bexar County Court. 2019-CI-29995 Parties: Doseum vs Contractor, Architect, and TLC / Status: Open

Rocky Point Autograph Hotel / Florida 13th Judicial Circuit 20-CA-007051 Parties: Rocky Point Holdings v. Architects, TLC / Status: Open

Glenpoint Associates LLC / Bergen County BER-L-005581 / Parties: Glenpoint Associates, LLC v Manufacturer, Contractor & Subcontractors, Distributer, and TLC Status: Open

Dr. Phillips Performing Arts Center - Phase 2 Orange County 9th Judicial Circuit 2022-CA-07732-O Parties: Whiting Turner v. Subcontractors, Subcontractor Insurance, Architects (TLC is Third Party Defendant) Status: Open

Closed:

Federation Senior Living, Palm Beach, FL / 15th Judicial Circuit Florida. 50-2017-CA-007936 Parties: Federation CCRC Operations Corp vs Contractor, Architect, and TLC (Third Party) Status: Settled 2023

Brickell City Center Condominium, Miami, FL / 11th Judicial Circuit Florida. 2021-001706-CA-01 Parties: Brickell City Center v Over 70 Defendants incl TLC Status: Settled 2023

EJ Healy Senior Living, Palm Beach, FL / 15th Judicial Circuit Florida. 50-2017-CA-003123 Parties: Health Care District of Palm Beach Count v. Contractor, Architect, and TLC / Status: Settled 2022

3200 S Ocean Condominium / FL 15th District Court / 2020-CA-006984 Parties: 3200 Seagate LLC v. over 15 Defendants /Status: Settled 2021

WPN Property Holdings / Wells Pharmacy, Gainesville, FL / 5th Judicial Circuit Florida. 2017-CA-000928-AX

Parties: WPN Property Holdings vs Contractor, Architect, and TLC / Status: Settled 2020

Moornings Park Senior Living, Naples, Florida / 20th Judicial Circuit FL. 2017-CA-1914 / 20-CA-007051

Parties: Suffolk Construction vs Page Mechanical / Cause/Status: Settled 2020

736 First Street Residence, Miami, FL / 11th District Court / 2015-CA-029220

Parties: First Street Development, LLC v Architect & Design team Status: Settled 2020

MidBlock Miami Condo, Miami, FL / 11th Judicial Circuit Florida. 2018-012860-CA-01 / Parties:

Midblock Miami Condo Assoc. v. Over 20 defendants / Status: Settled 2019

2.5.3 CONVICTIONS

TLC or any of its officers has not been convicted or entered a guilty plea 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.



RELEVANT EXPERIENCE



Image Courtesy of

SELMA CITY SCHOOLS
Selma, Alabama

Commissioning (Cx) of 12 schools in the Selma City School District and the District offices. The effort included:

- Commissioning of new systems and controls installed in existing buildings and ensuring that new systems worked in harmony with existing systems and controls.
- Preparation of a commissioning plan to exercise affected building HVAC equipment and confirm functionality with respect to controls scope and building design intent. The systems varied by school, and included the following major system components and associate external sensors/valves/ actuators: Split systems, Rooftop units, Chillers/pumps, Unit heaters, Air handling units, Controls system, Thru-wall units, Hot water boilers/pumps.
- Worked with building control system to exercise each piece of equipment and confirm "pass/fail" for each component.
- Review of all building controls schedules and set points to ensure they were consistent with design intent and building operation.
- Developed a list of maintenance items identified during the Cx process that need follow up.
- Developed a report providing a summary of findings, a full log of all systems commissioned, current status of systems and recommended follow up measures.

Schools included in the project:

Byrd Elementary School, Clark Elementary School, Hudson Middle School, Knox Elementary School, Payne Elementary School, School of Discovery, Cedar Park Elementary School, Selma High School, Kingston Elementary School, Phoenix School, Meadowview Elementary School, Edgewood Elementary School

OWNER

Selma City Schools
 Selma, Alabama

REFERENCE

Tony Lucear
 Energy Systems Group
 (404) 267-2727
tlucear@energysystemsgroup.com

MAJOR COMPONENTS

K-12/Schools

COMPLETION DATE

2016

TLC SERVICES

Commissioning/Retro Commissioning



ST. JOHNS COUNTY PUBLIC SCHOOLS COMMISSIONING CONTINUING SERVICES

St. Augustine, Florida

Since 2015, TLC has provided commissioning services for multiple new schools and additions to existing schools for St. Johns County School District. These commissioning services verify that the building systems operate as intended and designed. Our commissioning team uses CxAlloy to manage the commissioning process. This cloud-based application allows us to document, track, report and share documents on a timely basis.

Beachside High School (School III)

New high school campus with two-story administration and auditorium buildings, three-story classroom building, single-story cafeteria and gymnasium buildings, CEP and two concession buildings. Systems commissioned included HVAC & controls, ice storage, kitchen hood EF& MAUs, domestic hot water, Enhanced Hurricane Protection Area (EHPA), and lighting controls. \$47 million / 225,000 sf

Pine Island (School MM)

Commissioning of a new school based on Freedom Crossing Academy and Palm Valley Academy prototypes. Systems commissioned included HVAC & controls, ice storage, kitchen hood EF& MAUs, domestic hot water, and lighting controls. \$7 million / 190,000 sf

Tocol Creek (School HHH)

Commissioning of a new high school with three-story classroom building, two-story administration building, two-story auditorium, cafeteria, gymnasium, central energy plant, and two concession buildings. Systems commissioned included HVAC & controls, ice storage, kitchen hood EF& MAUs, domestic hot water, emergency power systems, Enhanced Hurricane Protection Area (EHPA), and lighting controls. \$47 million / 215,000 sf

MIII Creek

Classroom building addition (33,060 sf) and gym building addition (22,800 sf). Systems commissioned included HVAC & controls, domestic hot water, and lighting controls. \$10.5 million / 56,860 sf

Nease High School

HVAC and lighting (code-required) commissioning of this addition to the classroom building which adds 510 student stations. Systems commissioned included HVAC & controls, domestic hot water, and lighting controls. \$11 million / 59,000 sf

OWNER

St. Johns County School District HQ
 St. Augustine, Florida

MAJOR COMPONENTS

HVAC & Controls
 Ice Storage, Domestic Hot Water,
 Enhanced Hurricane Protection Area,
 Lighting Controls

TLC SERVICES

Commissioning:

- Construction document review
- Submittal review
- Commissioning Plan development
- Creation of start-up Checklists and
- Functional Tests
- Commissioning meetings
- Site observations & reports
- Executing Functional Tests
- Cx Issues Logs
- Preliminary & Final Cx Reports
- Document Owner Training
- Closeout Documents



UNIVERSITY OF FLORIDA HEAVENER HALL
 Gainesville, Florida

Heavener Hall combines the University of Florida's (UF's) undergraduate business programs and student activities under one roof, creating a highly collaborative and interactive learning environment. The L-shaped facility has student common areas, classrooms, study rooms, a multi-purpose room and a café. A second-floor walkway connects students to Bryan Hall and also forms a landscaped inner courtyard. Students benefit from leading-edge technology that enhances the learning experience, including "air media" for wireless content sharing, LED screens in study rooms and recording systems for classroom playbacks.

As a LEED Gold certified building, Heavener Hall has many energy-efficient features. An innovative active chilled beam system provides significant energy savings due to reduced fan horsepower that results in a quieter system and less maintenance from fewer moving parts. Additional energy-saving strategies that were implemented included an advanced lighting control system, occupancy sensors, pint-flush urinals, outside air energy recovery units, reclaimed water irrigation and a highly insulated roof and wall system.

TLC provided enhanced commissioning services, playing a major role throughout the design, construction and acceptance phases to help achieve the targeted energy performance and assure UF that all equipment and systems operated as intended. Commissioned systems included mechanical, active chilled beam, building envelope, electrical and building automation systems.

The commissioning effort continued through a two-year post-occupancy phase that included quarterly reviews with UF, operations and maintenance staff and users to analyze the building's energy performance. As part of the commissioning process, TLC performed summary project reviews through site inspections, completed vendor equipment start-up checklists and pre-functional checklists and tested the building systems.

In addition to coordinating training sessions for the facilities staff, TLC actively participated in a comprehensive overview training session for operations staff that

OWNER REFERENCE

Frank Javaheri, Director of Facilities, UF
 352-273-4027
 Fjavahe@ufl.edu
 Building 700, Room 108
 Gainesville, FL 32611

MAJOR COMPONENTS

Student Commons
 Classrooms and Multi-Purpose Room

SIZE

57,530 square feet

CONSTRUCTION COST

\$16.7 Million

COMPLETION DATE

2014

TLC SERVICES

Enhanced Commissioning

AWARDS

FEFPA Architectural Showcase, First Place Award for University Facilities, 2016

Certified LEED BD+C: NC, Gold, 2018

PROPOSED STAFF

MICHAEL GRIFFITH PE, LEED AP, GBE, CEM

Managing Principal | Operations Manager | Mechanical

BACKGROUND

Chad's unparalleled experience includes mechanical system design, project management, energy auditing and energy modeling for projects in a multitude of market sectors. He is involved in managing all phases of projects including design studies/ assessments and report preparation. He has a proven track record for exceeding client expectations and continuing to grow TLC's presence throughout the greater Atlanta region.

EXPERIENCE

Selma City School District - RCx of 12 Schools, Selma, Alabama
 Retrocommissioning (RCx) of 12 schools in the Selma City School District and the district offices. The effort included preparation of a commissioning plan to exercise affected building HVAC equipment and confirm functionality with respect to controls scope and building design intent. The team developed a report providing a summary of findings, a full log of all systems commissioned, current status of systems, and recommended follow up measures.

Barrow County School System Energy Audit, Winder, Georgia
 Energy audit of four schools and identification of ECMs to be implemented in each school. Energy conservation measures identified included: Retrocommissioning, Conversion of boilers to natural gas, Controls schedule improvements, Cooling tower VFD, Vapor barrier in crawl space, VFD on tower pumps.

Savannah-Chatham County Public School System - Recommissioning, Savannah, Georgia
 As part of an energy efficient auditing effort for the school system, TLC recommissioned the Savannah High School and the historic Savannah Arts Academy, cutting annual utility bills by 50%.

Georgia Institute of Technology RCx, Savannah, Georgia
 Retrocommissioning of two classroom buildings, each approximately 10 years old, to restore system to function in accordance with original design intent.

Woodward Academy Designs & Renovations, College Park, Georgia
 New cooling tower to integrate into the campus geothermal system, allowing for hybrid operation of the system so that full heat rejection is available during the cooling season. Commissioning of controls on the new cooling tower TLC designed. Evaluation of historical trend logs on wellfield temperatures to help optimize a strategy to recharge the wells in a potential multiyear strategy to aid in reducing the current trend of warming wellfields.

Science Research Building - Clark Atlanta University, Atlanta, Georgia
 Evaluation of existing laboratory exhaust systems. Included animal holding rooms, procedure areas, nitrogen generation systems, and vacuum systems design and commissioning.



EDUCATION

North Carolina State University
 B.S., Mechanical Engineering
 1995

YEARS OF EXPERIENCE

TLC: 20 years
 Prior: 10 years

REGISTRATIONS

PE GA PE026284

CERTIFICATIONS

LEED AP, GBCI
 GBE, AEE
 CEM, AEE

PROFESSIONAL AFFILIATIONS

Association for Learning Environments (A4LE), Member
 Certified Energy Manager (CEM)
 Green Building Engineer (GBE), Member
 Association of Energy Engineers (AEE), Member
 American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Member
 U.S. Green Building Council (USGBC), Member
 National Fire Protection Association (NFPA), Member

BART STEWART PE, CXA, CEM, CEA

Senior Associate | Senior Project Engineer | CxA

BACKGROUND

Bart is a dynamic and results-driven Senior Project Engineer. He is skilled in managing complex projects, optimizing energy systems, and leading cross-functional teams. Bart is highly experienced, especially in Commissioning services.

EXPERIENCE

Selma City School District - RCx of 12 Schools, Selma, Alabama
Retrocommissioning (RCx) of 12 schools in the Selma City School District and the district offices. The effort included preparation of a commissioning plan to exercise affected building HVAC equipment and confirm functionality with respect to controls scope and building design intent. The team developed a report providing a summary of findings, a full log of all systems commissioned, current status of systems, and recommended follow up measures.

Atlanta Technical College RCx & Controls Design, Atlanta, Georgia
Comprehensive HVAC controls systems design and retro commissioning at Buildings E and H.

Georgia Institute of Technology RCx, Savannah, Georgia
Retrocommissioning of two classroom buildings, each approximately 10 years old, to restore system to function in accordance with original design intent.

University of North Carolina at Charlotte Energy Savings Performance Contract (ESPC), Charlotte, North Carolina
TLC served as the Commissioning Authority for an Energy Savings Performance Contract (ESPC) for an Energy Service Company (ESCO). As part of this effort, various energy conservation measures (ECMs) were implemented at Barnard, Cameron, Colvard, Fretwell, Garinger, Reese, and Storrs Halls, as well as the central steam plant and RUP-2.

Fort Valley State University Academic Renovation & Campus Infrastructure Commissioning, Fort Valley, Georgia
Commissioning for the renovation and repurposing of historic Davidson Hall, a 26,560 sf residence hall, for instruction and support use. The project also includes a 5,400 sf building for 3 bay central chiller plant and associated distribution infrastructure (distribution pipeline and valves, and individual building pumps, etc.) to serve Davidson Hall and five additional buildings (Hunt Library, Bywaters, Founders, Peabody and Food Services) in the historic campus core. \$11 million / 177,000 gsf

Dalton State University - Bandy Gym Cx, Dalton,
Construction phase commissioning for the renovation of Bandy Gymnasium. The renovation includes converting an old pool into useable space, renovated locker rooms and an indoor walking track. Systems commissioned include mechanical, electrical and plumbing. \$8.3 million / 35,000 sf



EDUCATION

Southern Polytechnic State University
B.S., Mechanical Engineering Technology
1994

YEARS OF EXPERIENCE

TLC: 2 years
Prior: 26 years

REGISTRATIONS

PE GA PE035118

CERTIFICATIONS

CEA, AEE
CEM, AEE
CxA, ACG

PROFESSIONAL AFFILIATIONS

American Association of Energy Engineers (AEE), Member

GARY HAYDU CXA

Commissioning Specialist - Mechanical

BACKGROUND

Before joining TLC, Gary spent nearly 15 years working for a controls contractor. With his controls background, experience in the field, and project management experience, Gary's unique perspective makes him a huge asset to project teams in diagnosing and troubleshooting HVAC controls and system performance issues.

EXPERIENCE

Yulee High School Classroom Addition Commissioning, Yulee, Florida
Commissioning of the mechanical, electrical and plumbing systems in a standalone additional classroom building. \$5 million / 26,000 sf

Nassau County School District Yulee Middle School Classroom Addition Cx, Yulee, Florida
Commissioning of two standalone additional classroom buildings. \$5 million / 24,550 sf

St. Johns Co. K-8 School NN Commissioning, St Augustine, Florida
Commissioning a new K-8 school (NN). \$60 million / 225,000 sf

St. Johns County Schools Beachside High School III Commissioning, St. Johns, Florida
New high school campus based on prototype High School HHH with two-story administration and auditorium buildings, three-story classroom building, single-story cafeteria and gymnasium buildings, CEP, and two concession buildings. \$47 Million / 225,000 sf

St. Johns County Public Schools - Pine Island School MM, St. Johns, Florida
Commissioning of a new school based on Freedom Crossing Academy and Palm Valley Academy prototypes. \$7 million / 191,000 sf

St. Johns County Public Schools - Tocol Creek (School HHH), St. Augustine, Florida
New high school with three-story classroom building, two-story administration building, two-story auditorium, cafeteria, gymnasium, central energy plant, and two concession buildings. \$47 million / 215,160 sf

Dalton State University - Bandy Gym Cx, Dalton,
Construction phase commissioning for the renovation of Bandy Gymnasium. The renovation includes converting an old pool into useable space, renovated locker rooms and an indoor walking track. Systems commissioned include mechanical, electrical and plumbing. \$8.3 million / 35,000 sf



YEARS OF EXPERIENCE

TLC: 2 years
Prior: 14 years

CERTIFICATIONS

CxA, ACG

PROFESSIONAL AFFILIATIONS

ASHRAE, Member

MARK GELFO PE, CXA, LEED FELLOW, EMP
 Managing Principal | Operations Manager | Energy Services

BACKGROUND

Mark is a TLC Principal with unparalleled expertise in energy-efficient facility design, sustainable design strategies, energy management and commissioning. He has been a trusted adviser to clients for numerous projects of significant size. As a Certified Commissioning Agent and Energy Management Professional, Mark has extensive experience in the entire building commissioning process. He serves on the Board of Directors of the AABC Commissioning Group (ACG), the Energy Management Association (EMA) and is a past Vice-Chair of the USGBC National LEED Implementation Advisory Committee.

EXPERIENCE

St. Johns County Schools Beachside High School III Commissioning, St. Johns, Florida

New high school campus based on prototype High School HHH with two-story administration and auditorium buildings, three-story classroom building, single-story cafeteria and gymnasium buildings, CEP, and two concession buildings. \$47 Million / 225,000 sf

St. Johns County Public Schools - Pine Island School MM, St. Johns, Florida

Commissioning of a new school based on Freedom Crossing Academy and Palm Valley Academy prototypes. \$7 million / 191,000 sf

Yulee High School Classroom Addition Commissioning, Yulee, Florida

Commissioning of the mechanical, electrical and plumbing systems in a standalone additional classroom building. \$5 million / 26,000 sf rooms, procedure areas, nitrogen generation systems, and vacuum systems design and commissioning.

Nassau County School District Yulee Middle School Classroom Addition Cx, Yulee, Florida

Commissioning of two standalone additional classroom buildings. \$5 million / 24,550 sf

St. Johns Co. K-8 School NN Commissioning, St Augustine, Florida

Commissioning a new K-8 school (NN). \$60 million / 225,000 sf

University of Florida Heavener Hall, Gainesville, Florida

Enhanced commissioning of the new classroom building at Warrington School of Business. Scope is the full UF Cx standard for 100% sampling and second year post occupancy, oversight and reporting on the M and V plan. Certified LEED NC 2009 Gold. 2016, FEPPA Winter Conference Architectural Showcase, First Place, University Category. Certified LEED NC 2009 Gold. \$16.7 million / 57,530 sf



EDUCATION

Pennsylvania State University
 B.S., Architectural Engineering
 1993

YEARS OF EXPERIENCE

TLC: 31 years
 Prior: 0 years

REGISTRATIONS

PE GA PE028573

CERTIFICATIONS

CxA, ACG
 EMP, EMA
 LEED AP BD+C, GBCI
 LEED Fellow, GBCI

PROFESSIONAL AFFILIATIONS

AABC Commissioning Group (ACG), Board of Directors, 2008 - Present

USGBC, National LEED Implementation Advisory Committee Past Vice-Chair

USGBC NE Florida, Director, Education Chair, VP, President (Multi-term)

AABC Commissioning Group (ACG), Cx Guidelines Development Committee Member

Energy Management Association, Finance Committee Member

Energy Management Association, Board of Directors

, NFPA 110 Emergency Power Systems Technical Committee

AABC Commissioning Group (ACG), Vice President 2019 - present

GEORGE WALTERS PE, CPD

Associate | Project Engineer | Plumbing/Fire Protection Cx

BACKGROUND

Trip has extensive experience providing plumbing design for multiple building types. He is experienced in all phases of engineering analysis, design, and construction administration. He strives to provide top quality engineering to clients.

EXPERIENCE

Woodward Academy Designs & Renovations, College Park, Georgia
 New cooling tower to integrate into the campus geothermal system, allowing for hybrid operation of the system so that full heat rejection is available during the cooling season. Commissioning of controls on the new cooling tower TLC designed. Evaluation of historical trend logs on wellfield temperatures to help optimize a strategy to recharge the wells in a potential multiyear strategy to aid in reducing the current trend of warming wellfields.

Armada Stadium, Jacksonville, Florida
 A new soccer stadium for the Jacksonville Armada. Scope includes MEP design for the northern seating area, lighting to illuminate the football pitch, as well as MEP design for the two-story stadium. Also includes site lighting for adjacent surface parking and Infrastructure design to support systems designed by consultants, such as the stadium sound system, broadcasting system, LED boards, and kitchen/concession areas. TLC also provided code-required commissioning of systems and equipment. \$15 million / 25,000 sf

Forsyth Co. Juvenile Justice Commissioning, Cumming, Georgia
 Commissioning of a new juvenile justice center. Facility includes two courtrooms, conference rooms, administrative offices, and shell space on the second floor for future growth. \$19.9 million / 70,000 sf

Georgia Institute of Technology - North Avenue Apartments Controls and Component System Commissioning, Atlanta, Georgia
 Controls and component system commissioning on newly installed boilers serving the four building North Avenue Apartments Complex. Work included:- Review of design documents, submittals, and IOMs for the boiler replacement.- Perform functional testing of boilers, pumps, forced draft flue fan, and DDC controls.- Reviewed programmed sequences of operation in the EMS to ensure programmed sequences match design documents.- Adjust controls setpoints and conditions to ensure installed components function as called for by the EMS and programmed sequences.- Provided a report documenting commissioning results.

Georgia Institute of Technology - Residence Hall DHW Boiler, Atlanta, Georgia
 Design and commissioning for the replacement of the domestic hot water heater serving Freeman, Fitten & Montag Halls.



EDUCATION

Pennsylvania State University
 B.S., Architectural Engineering
 1993

YEARS OF EXPERIENCE

TLC: 31 years
 Prior: 0 years

REGISTRATIONS

PE GA PE028573

CERTIFICATIONS

CxA, ACG
 EMP, EMA
 LEED AP BD+C, GBCI
 LEED Fellow, GBCI

PROFESSIONAL AFFILIATIONS

AABC Commissioning Group (ACG), Board of Directors, 2008 - Present
 USGBC, National LEED Implementation Advisory Committee Past Vice-Chair
 USGBC NE Florida, Director, Education Chair, VP, President (Multi-term)
 AABC Commissioning Group (ACG), Cx Guidelines Development Committee Member
 Energy Management Association, Finance Committee Member
 Energy Management Association, Board of Directors
 NFPA 110 Emergency Power Systems Technical Committee
 AABC Commissioning Group (ACG), Vice President 2019 - present

RUPESH K. GULATI, RRC, RWC, REWC, RBEC, AIA, LEED AP, CxA+BE, BECxP
Building Envelope Cx Partner



BACKGROUND

Mr. Gulati is a licensed architect in the states of Florida and New Jersey. He is a Registered Building Envelope Consultant and a LEED AP and brings a specialized background in building enclosure services (peer review, design assistance, material research) for numerous projects. Mr. Gulati's experience includes 24 years of progressive work in theme parks, commercial, institutional, industrial, and high-rise buildings. He is adept at building projects including construction documents, contract administration, warranty administration and compliance, roof asset management, and product research and development.

EXPERIENCE

DCSD 15 School Roof Replacement Designs, Dekalb County, Georgia
 Building Envelope Consultant: Served as Senior Building Envelope Consultant for this project which involved the preparation of three (3) distinct bidding packages for partial roof replacement and selective HVAC upgrades at 15 school facilities. The design incorporated an 80-mil TPO roofing system for all low-slope roof areas. Mr. Gulati reviewed the roof replacement design and provided Senior Review comments to the technical team.

DCSD D/B Roof Replacement Services at Lithonia HS, Jolly Elem. School, Martin Luther King, Jr. HS, Dekalb County, Georgia
 Building Envelope Consultant: Served as Senior Building Envelope Consultant for this Design-Build project which involved the roof replacement at 3 separate school facilities for DCSD. Mr. Gulati provided senior review comments on the design documents. The project includes the removal of the existing roof systems and installation of a new PVC roof system.

Gwinnett Technical College Buildings 200, 300, and 700, Lawrenceville, Georgia
 Provided testing, design, review, and building envelope consulting services for the roof repair of buildings 200 and 300 and roof replacement of building 700. Our team provided moisture scans and AAMA 501.2 spray nozzle testing of the newly installed repairs to the building envelope.

University of West Georgia Sanford Hall Waterproofing, Carrolton, Georgia
 Provided site visits, moisture intrusion testing, and reviews and recommendations to the University of West Georgia. Our team confirmed the below grade waterproofing with the placement of a TRC-51H DPF Temperature and Humidity Data Logger. Evaluated windows conditions and locations of moisture related window damage. Raymond recommended to mitigate the interior humidity issue within the building by establishing a unified vapor barrier in the walls, windows, and floors.

EDUCATION

New Jersey Institute of Technology
 M.A., Architectural
 199

YEARS OF EXPERIENCE

Raymond: 4 years
 Prior: 21 years

REGISTRATIONS

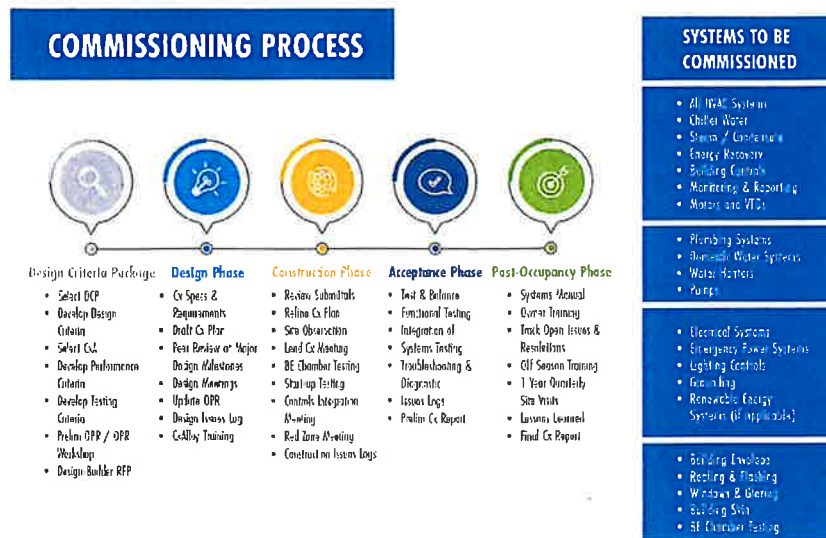
RA: FL #93411,
 NJ #21AI01652400

CERTIFICATIONS

RBEC: #0025 Registered Roof Consultant, #0577
 RWC: #0032, REWC: #0039
 LEED AP, NCARB
 CxA+BE, BECxP

COMMISSIONING PLAN

We believe the commissioning process is not a singular event at the end of construction, but an ongoing, "continuous improvement" activity that takes place throughout the life of a facility.



MANAGEMENT AND DOCUMENTATION

To help us manage the Commissioning Process, TLC uses a cloud-based commissioning management tool, CxAlloy, as our primary commissioning tracking and reporting software throughout the commissioning process, from design phase through post-occupancy. All team members, including our clients, can review, and where appropriate, update pre-functional checklists, functional performance test, and issues logs in real time. Team members have the ability to review status, respond to comments, complete checklists, or address issues directly within the online tool.

CxAlloy is a tool – a powerful tool that allows TLC and our partners to manage the commissioning process more effectively and efficiently – however even the best tool is useless if the process behind it is not solid and well executed. Below is a summary of how TLC will use CxAlloy throughout the commissioning process to the benefit of our clients.

DESIGN PHASE

OPR & BOD: After award of the project we will work with project team to document the Owner's Project Requirements. We will kick off the process by facilitating an "OPR Workshop;" a meeting with the key owner and operations stakeholders to discuss Piedmont's goals, expectations and requirements for the project. This discussion is key to ensuring all expectations are reviewed and documented. TLC will assist in documenting the discussion and developing the Owner's Project Requirements (OPR) document, as well as review the Basis of Design documents (prepared by the Design Team).

Design Reviews: Our commissioning team will participate in design workshops, design reviews, MEP component team meetings, value engineering discussions and discussions relating to innovative technologies being evaluated to meet project goals prior to the start of the construction documents phase. We anticipate up to three such meetings during the design phase.

Upon award of the project, our commissioning team will perform a review of the current design documents. We will also perform a commissioning review of the construction documents. Our design reviews will be relative to the functionality, energy performance, water performance, maintainability, system cost, indoor environmental quality, and local environmental impacts. Commissioning design reviews begin with the Owner's requirements and standards, along with a review of the engineer's Basis of Design (BOD) documents. Our review is focused on potential operational issues such as equipment access, testing, maintainability, and consistency with the Owner's Requirements and Basis of Design.

Comments and potential issues from our design reviews are logged and tracked in CxAlloy, however we recommend face-to-face review meetings with the design team, owner, and contractor to discuss our design review Comments face-to-face, in real time. We have found this is the most productive and effective method of bringing comments to resolution.

Cx Specifications: TLC will work with the design team to develop full commissioning specifications for all systems and equipment to be commissioned. We will coordinate with the team to determine the commissioning requirements and activities to include in the construction documents, and integrate the commissioning specifications into the overall project specification package.

Preliminary Cx Plan: During the design phase, we will develop our preliminary commissioning plan, encompassing the design, construction, occupancy and operations phases. The commissioning plan is an evolving document that will be updated and expanded through the project.

Using CxAlloy for development of our Cx Plan, specifically equipment lists, checklists, and tests, allows us to easily maintain separate commissioning documents for the Central Energy Plant, Patient Tower, and OR Renovation, while consolidating all documentation in one location.

CONSTRUCTION PHASE

Pre-Construction Kickoff: Our commissioning team will kick off the construction phase by conducting a pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.

Updated Cx Plan: We will update our commissioning plan, including Pre-Functional Checklists and Functional Test Procedures within CxAlloy. Each piece of equipment will receive full start-up checkout by the installing contractor. We will develop and write construction checklists for each system being commissioned, which will be submitted to the construction team and the Owner for approval prior to incorporation into the Cx Plan.

Submittal Review: As part of our commissioning process, we will review contractor submittals of systems and equipment being commissioned, concurrent with the design team's review. Our review focuses on conformance to the Contract Documents, Basis of Design, and Owner's Requirements, functional performance of the equipment, and adequacy for developing test procedures. The submittal review also aids in the development of functional testing procedures and to verify compliance with equipment specifications.

Functional Test Procedures: TLC's commissioning team will also develop the functional test procedures for each system being commissioned, which will be submitted to the team for review prior to incorporating into the Cx Plan. The Tests will be completed so they can be provided to the contractor and subcontractors well in advance of the scheduled testing. We will meet with the contractors prior to scheduling the tests to ensure that the procedures correspond to the systems as installed and programmed.

Cx Site Observations: Throughout the construction phase, our commissioning team will perform site visits to observe equipment and system installations, focusing on project requirements, system operability, maintainability, and quality. Commissioning site observations will be performed by the lead CxA, Bart Stewart and additional commissioning team members as appropriate for the time of construction. We will review the general progress of construction for consistency with the design and Cx Plan.

We anticipate our commissioning team members will be on-site for a full day to perform commissioning site observation for a particular building area or areas. Site observations are anticipated at an average of monthly once major MEP systems installation begins, and more often towards the end of the project. Any issues observed will be tracked in the CxAlloy Issues Log. We will issue a Field Observation Report within 24 hours of each site visit.

Our team will also attend selected planning and job-site meetings, as needed, to obtain information on construction progress. We will review construction-meeting minutes for revisions/substitutions relating to the Owner's design intent.

Cx Meetings: Throughout the construction phase, our team will organize and lead periodic commissioning team meetings to plan, coordinate, and schedule commissioning activities and discuss and help resolve commissioning related issues.

Kickoff Meeting: We will lead a commissioning kickoff meeting prior to 30% construction progress. The goal of this meeting is to increase understanding by all parties of the commissioning process and their respective responsibilities.

Recurring Cx Meetings: Once the installation of major MEP systems and equipment begins, we will facilitate monthly on-site commissioning. As the project progress later in construction, these meetings will occur more frequently.

Cx Milestones in Construction Schedule: We will work with the construction team to determine the anticipated functional testing durations for each of the systems being commissioned and work with the team to integrate those durations, and other commissioning milestones, into the construction schedule. The goal is to ensure that functional testing is seamlessly integrated into the overall schedule, and not "added on" at the end of the project.

Deficiencies and Nonconformance: All issues and deficiencies during the construction or acceptance phase will be documented and tracked in our commissioning Issues Log. The Issues Log contains a description of the deficiency and a recommended course of correction.

The Issues Log will be reviewed with the construction team and Owner and becomes part of the final commissioning documentation. The contractors will respond to each issue and include a description of how the deficiency was corrected. Once verified in the field, our commissioning team will mark the issue as "completed." CxAlloy allows us to assign priority level, discipline, and responsible party for each issue, along with status (open, in progress, pending, closed, etc.).

Progress Reports: We also use CxAlloy to easily, quickly, and efficiently generate monthly status reports, as well as preliminary and final commissioning reports. This ensures that all documentation is organized, consistent, and represents the latest near real-time status of the project. The system dashboard allows us, as well as the client, to view the real-time project status at a glance.

ACCEPTANCE PHASE

TLC will develop written equipment, system and assembly Functional Performance Test (FPT's) procedures for all commissioned equipment on the CxAlloy tool, accessible to all or selected team members.

During acceptance testing, we will complete those FPTs in the field in real time using the tool on a tablet or laptop. Any issues noted during acceptance testing are entered as part of the FPT and automatically added to the Cx Issues Log for tracking.

REPORTS

We also use CxAlloy to easily, quickly, and efficiently generate monthly progress status reports as well as preliminary and final commissioning reports. This ensures that all documentation is organized, consistent, and represents the latest near real-time status of the project.

POST-OCCUPANCY PHASE

CxAlloy also helps us to track activities during the Occupancy and Post-Occupancy Phases such as following up on open issues, incomplete tests, off-season testing, developing operations manuals, and final commissioning reports.



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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.

	Include with Proposal	Check Box to Confirm Inclusion
Owner's Standard Forms:		
Attachment A Commissioning Authority Checklist and Certification (2 pages)	YES	<input checked="" type="checkbox"/>
Attachment B1 Corporate Certificate (1 page)		<input checked="" type="checkbox"/>
Attachment B2 Partnership Certificate (1 page)	B1 or B2 or B3 as applicable	<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)	N/A	

Other Requirements:

	Include with Proposal	Check Box to Confirm Inclusion
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, 2, 3, & 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.

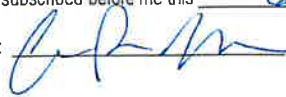
Name of Program Manager: Chad Griffith

Signature: 

Printed Name: Chad Griffith

Title: Managing Principal Date: August 6, 2024

Sworn to and subscribed before me this 6th day of August, 2024

Notary Public:  My commission expires: 3/15/27

(SEAL)

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 Henry

I, William J. Daly, certify that I am the Secretary of the corporation named as offeror in the foregoing proposal; that Chad Griffith who signed said proposal on behalf of the offeror was then Managing Principal 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 Florida.



(signature)

William J. Daly

(typed name)

Subscribed and sworn to before me this 8th day of August, 2024

(SEAL)



Notary Public

My Commission Expires:
05/10/2025



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:

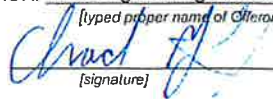
PORTION OF THE WORK	SUBCONTRACTOR NAME CONTACT PERSON	ADDRESS TELEPHONE NUMBER
Building Envelope Commissioning	Raymond	1035 Green Street, SE, Suite A, Conyers, GA 30012
	Michael Ramos, President	(770) 483-9592

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

OFFEROR: TLC Engineering Solutions

[typed proper name of Offeror]

By:


[signature]

Chad Griffith, Managing Principal
[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 Henry

COMES NOW,

TLC Engineering Solutions ("Offeror"),
[name of Offeror]

appearing by and through Chad Griffith, it's Managing Principal
[insert name of individual with
title] authority to bind Offeror] [

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

[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 6th day of August, 2024

TLC Engineering Solutions
[insert name of Offeror]

and Chad Griffith
[insert name of Individual And Representative Affiant]

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

Managing Principal
[insert title]

Individual Affiants' signatures and names:

x _____
Name:

x _____
Name:

x _____
Name:

x _____
Name:

x _____

x _____

Sworn to and subscribed before me this 6th day of August, 2024.

Notary Public:  My commission expires: 3/15/27

(SEAL)



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

I HEREBY CERTIFY, UNDER OATH, that

1. I (*Printed Name*), Chad Griffith am the (*Title*)
Managing Principal and I am the duly
authorized representative of the firm of TLC Engineering Solutions
(the "Firm") for purposes of this Affidavit, whose address is 4360 Chamblee Dunwoody Rd,
Suite 210, Atlanta, GA, 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>N/A</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: Chad Griffith

Firm Name: TLC Engineering Solution

Date: 8/6/24

Sworn to and described before me this 6th day of August 2024

Personally known: _____

OR Produced Identification: N/A

Type of Identification: N/A

Notary Public – State of GA

My Commission Expires March 15, 2027

Affix Notary Seal Here:



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 16th day of August, 2024.

Chad Griffith

[Printed name of person or entity consenting to release of information]

By: TLC Engineering Solutions

Printed name: Chad Griffith



Printed Title: Managing Principal

**ATTACHMENT H
SUSPENSION AND DEBARMENT CERTIFICATION**

By submitting this RFP/RFQ, 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/RFQ, 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/RFQ 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 TLC Engineering Solutions


Signature of Engaging Official: 
(Offeror Certifying Official Signature)

Date: 8/6/2024

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) MG (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.

Chad Griffith
Signature

8/6/2024
Date

16153
EEV/Basic Pilot Program
User Identification Number

10/31/2008
Date of Authorization

Firm Name: TLC Engineering Solutions
Street/Mailing Address: 4360 Chamblee Dunwoody Rd, Suite 210
City, State, Zip Code: Atlanta, GA 30341
Telephone Number: (678) 387-2761
Email Address: Chad.Griffith@tlc-eng.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

6th DAY OF August, 20~~24~~²³
[Signature]
Notary Public

My Commission Expires: March 15, 2027



ATTACHMENT K: NO SUBMITTAL RESPONSE FORM

RFP Number: 24-752-037
Title: Third Party Commissioning Services

DCSD Project No.: N/A

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return prior to the RFP due date established within to:

DeKalb County Board of Education (the "Board")
Procurement Services
Attention: Senior Procurement Manager
Email: belinda_quillet@dekalbschoolsga.org

This information will assist Procurement Services in the preparation of future RFPs.

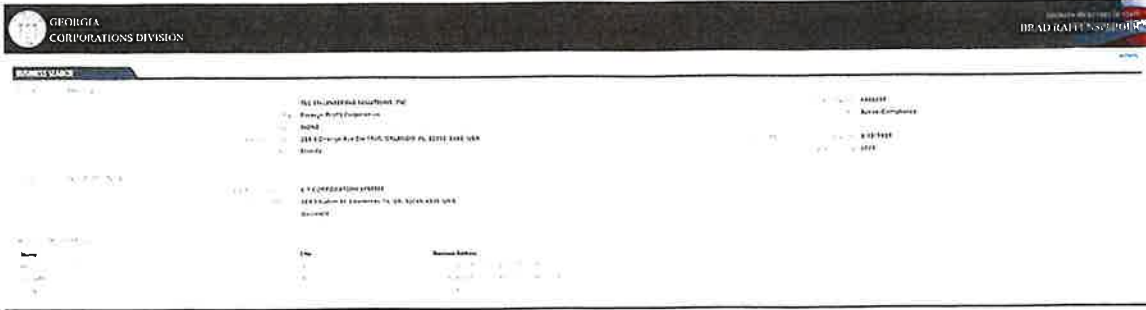
Company Name: TLC Engineering Solutions
Contact: Chad Griffith
Address: TLC Engineering Solution
Telephone: (678) 387-2761 Fax: (770) 451-6761
Email: Chad.Griffith@tlc-eng.com

Please check reason for a "no submittal."

- Specifications 'too tight,' geared toward one brand or manufacturer (explain below)
- Insufficient time to respond
- Specifications unclear (explain below)
- We do not offer this service or an equivalent
- Our schedule does not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to hold prices respondent throughout the term of the contract period
- Unable to meet insurance requirements
- Other _____

Explanation: _____

If submitting this form, only this form needs to be returned



CITY OF BROOKHAVEN OCCUPATIONAL TAX CERTIFICATE 2024

LICENSE FOR: Occupational License

NAICS CODE:

TAX CLASS: 6

Date Issued: 03/26/2024

Expiration Date: 12/31/2024

License Number: 001598

BUSINESS NAME: TLC ENGINEERING SOLUTIONS INC

DBA:

LOCATION OF BUSINESS: 4360 CHAMBLEE DUNWOOD RD SUITE 210 , ATLANTA, GA 303410000

MAILING ADDRESS: 4360 CHAMBLEE DUNWOODY RD #210 , BROOKHAVEN, GA 303410000

This license is to be displayed conspicuously at the location of the business and is not transferable or assignable.

Issued By: Oscar Medina

This license is issued pursuant to the provisions of all ordinances of the City of Brookhaven and amendments thereto.

MUST BE POSTED IN A CONSPICUOUS LOCATION



TLCENGI-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2024

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 E-MAIL ADDRESS: admin@amesgough.com	FAX (A/C, No): (703) 827-2279
	INSURER(S) AFFORDING COVERAGE	
INSURED TLC Engineering Solutions, Inc. 255 South Orange Avenue Suite 1600 Orlando, FL 32801	INSURER A : National Fire Insurance Company of Hartford A(XV)	NAIC # 20478
	INSURER B : Continental Insurance Company A(XV)	35289
	INSURER C : HDI Specialty Insurance Company A+ XV	16131
	INSURER D : Steadfast Insurance Company A+, XV	26387
	INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTD	TYPE OF INSURANCE	ADDITIONAL SUBJECTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		4029282666	3/30/2024	3/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: POLICY X PRO X LOC OTHER:						
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		4029282778	3/30/2024	3/30/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		6024385012	3/30/2024	3/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	4029282814	3/30/2024	3/30/2025	X PER STATUTE DTH-PR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.		PID6461800\$	3/30/2024	3/30/2025	Per Claim/Aggregate \$ 10,000,000
D	Cyber Liability		SPR 2630444-02	3/30/2024	3/30/2025	Each Claim/Aggregate \$ 2,000,000

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

Deductibles:
 General Liability: \$0
 Automobile: \$1,000 Comprehensive/ \$1,000 Collision
 Workers Compensation: \$0
 Umbrella Liability: \$10,000
 Professional Liability: \$500,000
 Cyber Liability: \$50,000

CERTIFICATE HOLDER EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT "H"

MANDATORY ADDENDUM TO THE
OWNER/COMMISSIONING AUTHORITY AGREEMENT
(DESIGN AND SUPERVISION OF A STATE-FUNDED CAPITAL OUTLAY CONSTRUCTION
PROJECT ONLY)

The Owner may use any form of agreement mutually agreed upon by the Owner and Commissioning Authority to contract for the Commissioning Authority for any project funded in whole or in part with State Capital Outlay Funds provided by the Georgia Department of Education ("GaDOE"); provided, however, that this Mandatory Addendum must and shall be incorporated into the Owner and Commissioning Authority selected form of agreement on any such State Capital Outlay Funded project. In the event of a conflict or inconsistency between the terms and conditions of the selected form of agreement and this Mandatory Addendum, the terms and conditions of this Mandatory Addendum shall prevail and govern over conflicting or inconsistent terms and conditions of the selected form of agreement. This Mandatory Addendum shall not be modified without prior written consent of the GaDOE. THE GaDOE SHALL NOT RELEASE ANY STATE CAPITAL OUTLAY FUNDS FOR AN APPROVED CAPITAL OUTLAY PROJECT IF THIS MANDATORY ADDENDUM IS NOT MADE A PART OF THE OWNER/ Commissioning Authority CONTRACT.

1. For purposes of this Mandatory Addendum, notwithstanding terminology used in the Owner/ Third Party Commissioning Services Contract, the following terms are defined to mean:
 - a. "Commissioning Authority" shall be the Commissioning Authority, whether individually or as a firm or other legal entity, engaged to perform the Third Party Commissioning Services.
 - b. "Commissioning Authority" shall be the scope of the Third Party Commissioning Services for the Project set forth in the Contract, including the services and requirements set forth in this Mandatory Addendum.
 - c. "Owner" shall be the Local Board of Education that is engaging the Commissioning Authority to perform the Third Party Commissioning Services for the Project.
 - d. "Contract" shall be the form of agreement between the Owner and the Commissioning Authority, to which this Mandatory Addendum is attached and is a part, and shall set forth the Third Party Commissioning Services for the Project.
 - e. "Project" shall be the Project for which the Commissioning Authority are engaged and performed pursuant to the Contract.
 - f. "Program" shall be the Owner's policies, purposes, concepts, goals and objectives, and design, construction, scheduling, budgetary or operational needs, restrictions, or requirements for the Project.
 - g. "Stated Cost Limitation" shall be the maximum amount that the Owner is authorized to spend to construct the Project as determined and established by the Owner.
 - h. "Record Plans and Specifications" shall be the as-built plans and specifications including, but not limited to, actual location of utility lines, and any approved change orders.

2. The Commissioning Authority agrees not to assign or transfer any interest or rights in the Contract to any person or entity without the advanced written consent of the Owner. The Commissioning Authority agrees to utilize the design and management team represented

to the Owner and agrees that no substitutions, additions, or deletions to this team shall occur without the advanced written consent of the Owner. The Owner agrees to provide a response to the Commissioning Authority within 14 days of any such request by the Commissioning Authority.

3. Prior to beginning the "Preliminary Plans and Specifications," the Commissioning Authority shall first consult in detail with the Owner to determine and understand the Owner's Program. Within 10 days of such consultation, the Commissioning Authority shall prepare and submit to the Owner a written report detailing and confirming the Commissioning Authority' understanding of the Owner's Program. The Commissioning Authority' report must include, but is not limited to, the identification of any design, construction, scheduling, budgetary, operational, or other issues, problems or impediments foreseen by the Commissioning Authority concerning the Project, the Program, or both. The Commissioning Authority' report should include proposed solutions or recommendations, for the Owner's consideration, to resolve, eliminate, minimize or mitigate any such issues, problems or impediments. The Commissioning Authority' report shall also include any applicable educational specifications and GaDOE requirements.
4. The Commissioning Authority shall obtain written authorization from the Owner before proceeding with each next stage of Commissioning Authority, including the "Preliminary Plans and Specifications," the "Check Set Plans and Specifications," and the "Final Plans and Specifications," as defined in "Guidelines for Submission of Documents for Review of Planning, Bidding, and Construction of Educational Facilities" (as may be amended from time to time, always using the most recently published edition).
5. The Commissioning Authority agrees to comply with all applicable federal, state and local laws, codes and ordinances in the design of the Project. The Commissioning Authority also agrees to comply with all applicable GaDOE rules and guidelines and to make required submittals in a timely manner to GaDOE's Facility Services Unit. The Commissioning Authority shall respond to GaDOE's Facility Services Unit review report comments in a timely fashion so as to ensure that the review process may proceed orderly, efficiently and does not impede the Project or the Program.
6. The Commissioning Authority assumes full responsibility to the Owner for the acts and omissions of the Commissioning Authority and the Commissioning Authority' consultants, subconsultants and employees in connection with the Contract, the Project and the Program.
7. The Commissioning Authority agrees to design the Project within the Owner's budgetary limits and consistent with the Owner's Program for the construction of the Project which shall be referred to as the **Stated Cost Limitation**, as follows:

The **Stated Cost Limitation** for the Project shall be \$ _____,
which is composed of:

State Capital Outlay Funds in the amount of \$ _____, and

Required Local Funds in the amount of \$ _____, and

Additional Required Local Funds in the amount of \$ _____.

8. The Commissioning Authority shall provide reasonably reliable cost estimates to the Owner at the following design stages: (1) Preliminary Plans and Specifications stage, (2) 65% completion stage, and (3) Check Set Plans and Specifications stage (95% completion).
9. In the event the Commissioning Authority' final project cost estimate (at Check Set Plans and Specifications stage) exceeds the **Stated Cost Limitation** for the Project, the Owner may require the Commissioning Authority, at no additional cost to the Owner, to consult with the Owner and to revise the design so as to enable the Owner to obtain a final cost for the Project at or below the **Stated Cost Limitation**. The Commissioning Authority acknowledges and agrees that the **Stated Cost Limitation** shall not be exceeded except as provided herein; provided, however, the Commissioning Authority further acknowledges and agrees that budgetary limitations are never a justification for breach, disregard or circumvention of sound principles of Commissioning Authority. Therefore, the Commissioning Authority shall take no calculated risks in the design of the Project. The Commissioning Authority agrees that, in the event that the Commissioning Authority determines that the Project cannot be designed so as to be fully and finally constructed within the **Stated Cost Limitation** and in keeping with sound principles of design, the Commissioning Authority will give written notice of such determination immediately, and in no event more than seven (7) days after the Commissioning Authority makes such a determination, to the Owner and to the GaDOE Facilities Services Unit.
10. The **Stated Cost Limitation** may be amended by written mutual agreement signed by the Owner and the Commissioning Authority at any time after the Contract between the Commissioning Authority and Owner is executed. Prior to such amendment, the Commissioning Authority shall provide the Owner with reliable and verifiable evidence through either internal-Commissioning Authority estimates, third party estimates, materials supplier quotes, or other industry best management practices standards to establish that an increase in the **Stated Cost Limitation** is warranted and justifiable. The Owner reserves the right to request additional supporting documentation substantiating the need to increase the **Stated Cost Limitation**. The Owner reserves and has the right, in its sole discretion, to refuse to increase the **Stated Cost Limitation**.
11. All plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract by the Commissioning Authority, or the Commissioning Authority' consultants, subconsultants, or employees shall be the sole property of the Owner regardless of the stage in which the development of the design has progressed, and shall be delivered to the Owner upon request. The Owner shall retain all ownership rights with regard to such plans, specifications, design calculations, designs, drawings, or other documents or data produced pursuant to the Contract.
12. The Commissioning Authority shall provide and maintain Professional Liability Insurance at all times this Contract is in effect and for a period of six (6) years after execution by the Commissioning Authority of the "Certificate of Final Completion" indicating final completion of the Project, with a minimum level of coverage as described herein below. Said coverage shall be written by an insurer licensed to do business in the State of Georgia and acceptable to the Owner.

Before the Owner executes the Contract, the Commissioning Authority shall provide the

Owner and the GaDOE Facility Services Unit with a valid Certificate of Insurance showing that the Commissioning Authority is then insured with Professional Liability (Errors and Omissions) Insurance with limits not less than the following:

- i. 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.
- ii. Workmen's Compensation and Employer's Liability to statutory limits.
- iii. 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;
 - (d) Products and Completed Operations Aggregate: \$1,000,000;
 - (e) Personal & Advertising Injury: \$1,000,000;
 - (g) Each Occurrence: \$1,000,000;
 - (h) Fire Damage (Any one fire): \$50,000; and,
 - (i) Medical Expense (Any one person): \$5,000.
- iv. Automobile Liability (owned, non-owned, hired) with combined single limit of \$2,000,000 annual aggregate, \$1,000,000 per occurrence.

For such period of time that Professional Liability insurance is required for the Project, as set forth above, the Commissioning Authority shall provide the Owner with an updated or renewed Certificate of Insurance at least annually, or more frequently if requested by the Owner, showing the required coverage and limits of coverage remain in place.

13. The Commissioning Authority shall carefully inspect the work of the Contractor within 24 hours of the Owner's request, and shall also, **at a minimum, inspect work at the Project site** _____, and in any event, no less frequent than once per month. At least once per month, the inspection shall be performed by an Commissioning Authority Engineer licensed in the State of Georgia. The purpose of such inspections, among other things, shall be to determine the quality and quantity of the work in comparison with the requirements of the contract documents for the Project. In performing such inspections, the Commissioning Authority shall advise the Owner of: deficient or defective work; real or potential delays in the schedule or the work of the Project; and, requests for payment by the Contractor which could constitute overpayment for work not yet performed or completed. Within three (3) days of each site visit, the Commissioning Authority shall submit a written report of such site visit which, in addition to the information required by the preceding sentence, shall include and convey any relevant information, comments or recommendations to the Owner.
14. The Commissioning Authority shall provide Owner a set of "Record Plans and Specifications" within thirty (30) days after execution by the Commissioning Authority of the "Certificate of Substantial Completion." Such "Record Plans and Specifications" shall include any authorized change orders, actual locations of all utility lines, and any other appropriate information. The drawings shall be presented in a Computer Aided Drafting (CAD) format or other format of the Owner's choice, and the specifications shall be presented in a word processing format of the Owner's choice.

15. The Contract executed between the Owner and the Commissioning Authority, to which this Mandatory Addendum is a part, shall include a provision for the termination of the Commissioning Authority (or be deemed to include this Paragraph 15) giving the Owner the rights of (1) termination of the Commissioning Authority with cause and (2) termination of the Commissioning Authority without cause. In the event of termination, the Owner shall pay the Commissioning Authority for the reasonable value of the Commissioning Authority performed by the Commissioning Authority prior to the termination. Payment for the Commissioning Authority rendered prior to termination shall be based on statements properly submitted by the Commissioning Authority to the Owner and supported by time sheets, invoices and such other supporting documentation that the Owner may reasonably require; provided, however, that in no event shall the total payment to the Commissioning Authority exceed an amount equal to the percentage of completion of the Commissioning Authority for the Project at the time of termination.
16. The Commissioning Authority shall be responsible for the timely submittal and completion of all forms required by GaDOE and shall respond to GaDOE comments on submittals within twenty-one (21) days of receipt of GaDOE comments. Such forms may be obtained from the Facilities Services Unit, Georgia Department of Education, 1670 Twin Towers East, 205 Jesse Hill Jr. Drive, SE, Atlanta, Georgia 30334. At the close of the Project, the Commissioning Authority shall submit a "**Commissioning Authority Certification**" form, as provided by the GaDOE, to the Owner. Unless the Commissioning Authority are terminated by the Owner before final completion of the Project, the completion and submittal of this form is required prior to the Owner's release of the final payment to the Commissioning Authority.
17. All Commissioning Authority plans and specifications shall bear the signature and seal of the Commissioning Authority, which shall be licensed to practice in the State of Georgia. Civil, survey, structural, electrical, and mechanical plans and specifications shall bear the signature and seal of the respective engineer, who shall be licensed to practice in the State of Georgia.
18. A fully executed copy of the Contract between the Owner and the Commissioning Authority, including a completed copy of this Mandatory Addendum, must be filed with the GaDOE Facilities Services Unit.

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: _____
[Signature]

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

By: _____
[Signature]

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

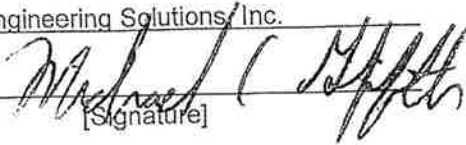
1701 Mountain Industrial Blvd.

Stone Mountain, Georgia 30083
[Printed Address]

[Date of Execution]

COMMISSIONING AUTHORITY:

TLC Engineering Solutions/Inc.

By: 
[Signature]

Michael Chad Griffith
[Printed Name]

Managing Principal
[Title]

4360 Chamblee Dunwoody Rd, Ste. 210

Atlanta, Georgia 30341
[Printed Address]

2/3/2025
[Date of Execution]

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.

16153
EEV/Basic Pilot Program User Identification Number

October 31, 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.

TLC Engineering Solutions
Company Name / Contractor Name

2/3/2025
Date

Michael C Griffith
BY: Signature of Authorized Officer or Agent

2/3/2025
Date

Managing Principal
Title of Authorized Officer or Agent of Contractor

Michael Chad Griffith
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
3rd DAY OF February, 2025
[Signature]
Notary Public
My Commission Expires: March 15, 2027



EXHIBIT "J"

SUBCONTRACTOR AFFIDAVIT

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

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with TLC Engineering Solutions, Inc. (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor 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 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).

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

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

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

(b) provides Subcontractor 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 Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.