

March 6, 2024

Mr. Aaron Shultz, PE, LEED AP  
Mechanical Engineer  
CMTA  
220 Lexington Circle, Suite 600  
Lexington, KY 40503

**Re: Commissioning Services for New Mercer County Elementary School**

Dear Mr. Shultz,

We are pleased to submit this proposal for commissioning services for the above referenced project for a lump sum fee of \$42,920.00. The fee is strictly based on our interpretation of the scope of work presented in specification section 230800 Commissioning of HVAC, 265996 Commissioning of Lighting, and 265995 Commissioning of Electrical as identified below.

**Systems within the Project Scope**

1. HVAC and Automatic Temperature Controls
  - a. Dedicated Outside Air Units
  - b. Variable Air Volume Units
  - c. Water to Air Heat Pumps
  - d. Pumps
  - e. Exhaust Fans
  - f. Split Systems.
  - g. Kitchen Make Up Air and Exhaust
2. Interior and Exterior Lighting and Lighting Controls

**Project Scope**

1. Develop the Commissioning Plan.
2. Write Pre-Functional Performance checklists.
3. Complete Pre-Functional Performance observations. ZHCx will utilize our checklist to document installation of HVAC components and system.
4. Write Functional Performance Testing checklists.
5. Perform Functional Testing on equipment within the above scope.
6. Track findings and corrective actions throughout the project duration.
7. Conduct a back check of incomplete items.
8. Provide the preliminary commissioning report to the project team/building official prior to occupancy. \*Subject to project readiness.

9. Perform Opposite-season Functional Testing.
10. Provide a Final Commissioning Report.

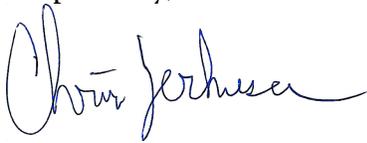
### **Terms and Conditions**

- Additional services are available upon request and authorization from the client. Additional efforts will be billed at our normal hourly rates as follows:
  - ZH Commissioning Partner: \$165
  - CxA (Commissioning Agent): \$135
  - CxT (Commissioning Technician): \$95
  - Administrator: \$65
- ZHCx will bill the Client on a progress basis with payment to be made within thirty (30) days of invoice date. Interest in the amount of one and one-half percent (1.5%) per month shall accrue on all invoices ninety (90) days after the invoice date. ZHCx shall have the right to suspend its work on the Project, after giving the Client seven (7) days written notice of its intent to suspend services, if any invoice becomes more than ninety (90) days past due.
- If the Project is commenced and then for any reason, including but not limited to failure of payment, suspended for more than three (3) months, ZHCx shall have the right to renegotiate the balance of its fee, and the cost of Project restart, or to terminate this Agreement.
- The accepted proposal includes time for one backcheck per item. If a large number of issues require more than one backcheck, due to contractor negligence, ZHCx reserves the right to additional compensation.
- All work will be performed during normal business hours (8am-5pm). Any additional costs associated with work outside normal business hours will need to be coordinated between the client and ZH Commissioning.
- If, due to contractor negligence, poor communication, or any other scenario that causes ZH Commissioning additional visits outside of the baseline scope of work, ZH Commissioning reserves the right to invoice the client for the additional efforts required to complete the commissioning process. This includes inaccurate, incomplete, or mis-stated contractor responses to the issues resolution tracking form that cause ZH Commissioning multiple attempts to back check commissioning issues. ZH Commissioning will quantify the additional efforts caused by the contractor and submit that information to the Client so they may back charge the responsible contractor. Prior approval for additional compensation is required from the Client.
- If the systems within the commissioning scope of work are not ready for Functional performance testing prior to Owner occupancy, causing ZH Commissioning to perform work outside of normal business hours, ZH Commissioning reserves the right to additional compensation from the Client. Additional Time and Material will be billed

at half of our listed hourly rates. ZH Commissioning will submit this information to the client so they may back charge the responsible contractor. Prior approval for additional compensation is required from the Client.

We appreciate this opportunity to serve you and look forward to working together. If you have any questions regarding this proposal, please feel free to call.

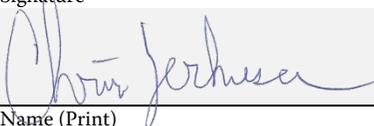
Respectfully,



Chris Zerhusen, *CxA, CEM, EMP*  
Partner  
Chris@ZHCommissioning.com

## Contract Signature

If you find the proposal acceptable, please sign below and return.

Company Zerhusen Holten Commissioning, LLC	
Signature 	
Name (Print) Chris Zerhusen	
Title Partner	Date 03/06/24

Company	
Signature	
Name (Print)	
Title	Date

## Contact Information

Please fill out the information below and return or click on the URL below to submit contact information electronically to ZH Commissioning.

[Project Contact Information Form](#)

Project Title <b>New Mercer County Elementary School</b>
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### Project Contact:

Name and Title	E-mail	Phone Number
Address		

### Billing Contact:

Name and Title	E-mail	Phone Number
Address	Address Invoices To <i>(If invoices should be addressed to a business or person other than the billing contact, please provide the name and address of the business or person to whom the invoices should be addressed)</i>	
Comments for Billing		

# Mercer County Elementary School SOV



Description of Work	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)
Write Construction Phase Cx Plan	\$580.00	\$0.00	\$0.00	\$0.00	0%	\$580.00
Create Prefunctional Checklists	\$2,088.00	\$0.00	\$0.00	\$0.00	0%	\$2,088.00
Create Functional Checklists	\$2,262.00	\$0.00	\$0.00	\$0.00	0%	\$2,262.00
Perform Prefunctional Testing	\$11,875.50	\$0.00	\$0.00	\$0.00	0%	\$11,875.50
Resolution Tracking Form	\$1,160.00	\$0.00	\$0.00	\$0.00	0%	\$1,160.00
Perform Functional Performance Testing	\$20,590.00	\$0.00	\$0.00	\$0.00	0%	\$20,590.00
Final Commissioning Report	\$1,160.00	\$0.00	\$0.00	\$0.00	0%	\$1,160.00
Seasonal Testing	\$3,204.50	\$0.00	\$0.00	\$0.00	0%	\$3,204.50