

**CONTRACT  
NEW RISE STEM ACADEMY FOR GIRLS  
TEST AND BALANCE SERVICES  
FCPS RFP# 45-24**

THIS CONTRACT is entered into this 24th day of August, 2024 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511, hereinafter referred to as the Board, and SYNERGY TEST AND BALANCE, 2611 Waterfront Parkway, Ste. 340, Indianapolis, Indiana 46214, hereinafter referred to as Second Party.

**A. PARTIES:**

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the professional services of a test and balance firm to perform test and balance services for the construction of the New Rise STEM Academy for Girls.

Second Party provides test and balance services as described herein.

**B. PURPOSE:**

The purpose of this contract is to provide test and balance services for the construction of the New Rise STEM Academy for Girls.

**NOW, THEREFORE**, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.
2. The services will be provided as set out in FCPS RFP #45-24 and the proposal from Synergy Test and Balance dated July 12, 2024, attached hereto and incorporated herein by reference.
3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$43,048.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$43,048.00.
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expense at regular intervals. Original receipts will be provided for all expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g; 34 CFR Part 99).

12. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

13. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school- sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from September 24, 2024, through December 31, 2026, unless terminated by either party as defined in Paragraph 8.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

  
\_\_\_\_\_  
Melinda Joseph-Dezarn  
Director, Facility Design & Construction  
Principal/Director's Approval

8/26/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Demetrus Liggins, Superintendent or Designee  
BOARD OF EDUCATION OF FAYETTE COUNTY,  
KENTUCKY

\_\_\_\_\_  
Date

LEGAL IN: \_\_\_\_\_  
CAB. IN: \_\_\_\_\_

\_\_\_\_\_  
Cheryl L. Yates, President  
SYNERGY TEST AND BALANCE

\_\_\_\_\_  
Date

This request is for a proposal for testing and balancing services for the new Rise STEM academy as described herein. The TAB contractor will be contracted directly with Fayette County Public Schools.

Client Contact Information: Melinda Joseph-Dezarn, Director of Planning and Construction  
Fayette County Public Schools  
128 Walton Ave.  
Lexington, KY 40503

Project Address: 2160 Versailles Road  
Lexington, KY 40504

Project Start Date: 8/2024  
Expected End Date: 7/2026

The duct testing portion of the project shall be covered by an allowance of 50 hrs. included in the lump sum fee. Refer to 231200 Sheet Metal for duct testing scope. Any unused portion of the allowance shall be credited back to the owner at the unit price rate.

The proposal shall be lump sum fee.

The TAB service fee proposal is	\$	<u>38,298.00</u>
The duct testing unit price is	\$	<u>4,750.00</u>

RFP responses to be sent to Melinda Joseph-Dezarn via email **on or before 7/12/2024.**



# Synergy Test and Balance

8355 Rockville Road Suite 36 | Indianapolis, IN 46234 | Tel. (317) 222-1828  
154 Burt Road | Lexington, KY 40503

PROJECT: Fayette County Public Schools DATE: 07/12/2024  
Rise STEM Academy  
Lexington, KY  
Drawings: 6/24/24  
Addenda: 1  
Specification: 203100

The amount referenced below reflects our cost to perform Test and Balance (TAB) Services for equipment listed below.

TAB Base Bid:	<u>\$38,298.00</u>
Duct Leakage Testing (50 Hrs) Bid:	<u>\$4,750.00</u>
<b>TOTAL:</b>	<b><u>\$43,048.00</u></b>

Please be advised of the following:

- 1) Synergy Test and Balance performs work as an independent, third party owner advocate in accordance with AABC National Standards to accomplish the established scope of work.
- 2) Each contractor must include time in their proposal to perform stipulated tests. The costs associated with other contractors' work are not included in the Synergy Test and Balance fee amount.
- 3) Contractors not adhering to the TAB schedule will assume responsibility for lost time of other participating contractors, consultants, and owner's personnel.
- 4) Retests required due to concealed conditions, design, or installation issues are not included in our base scope of work.
- 5) Lost time or issues related to the requirements noted above will be reported to the project manager in a timely manner following the occurrence.
- 6) Please note this price is based on an unoccupied facility unless indicated below.

Please note our standard hourly rates for services extended beyond the scope of this proposal can be provided upon request.

Thank you for the opportunity to provide a quotation on the above referenced project. Please call if there are any questions: (317) 222-1828 or FAX: (317) 451-8079

NOTE: This quote is firm for thirty (30) days.

SYNERGY TEST AND BALANCE, INC.

Cheryl L. Yates, President  
[Cheryl@SynergyTAB.com](mailto:Cheryl@SynergyTAB.com)



# Synergy Test and Balance

8355 Rockville Road Suite 36 | Indianapolis, IN 46234 | Tel. (317) 222-1828  
154 Burt Road | Lexington, KY 40503

**THIS PROPOSAL IS ACCEPTED:**

**BY:**

**TITLE:**

**DATE:**

**PRINTED NAME:**

**ORGANIZATION NAME:**



# Synergy Test and Balance

8355 Rockville Road Suite 36 | Indianapolis, IN 46234 | Tel. (317) 222-1828  
154 Burt Road | Lexington, KY 40503

## Equipment List

- OA-1
- P-1A,1B,2A,2B
- WWHP-1
- VF-1
- Heat Pumps
- CAV/VAV – OA Units
- Exhaust Air Valves
- GRD's
- Geothermal Wellfield
- DHW Balance Valves
- DHW Pumps
- \*Equipment not included in this list is specifically excluded from our quote

## Notes

- Commissioning Support – 230800
- Final Inspection – 203100
- PDF Copy of TAB Report

## Exclusions

- Sound and Vibration tests
- Sheave and belt changes
- Installation of dampers or valves
- Termination of wiring
- Installation of filters
- Installation of test ports for hydronic balance
- Installation of any other accessories or components
- Fees associated with memberships, subscriptions, or 3<sup>rd</sup> party requirements
- Software or Hardware required to access BAS
- Hydrostatic testing
- Steam Balance
- Refrigerant measurements
- Overtime, Weekend, or Night work
- Lifts or scaffolds