

**CONTRACT
TEST AND BALANCE SERVICES
NEW ELEMENTARY ON GREENDALE ROAD
FCPS RFP #34-25**

THIS CONTRACT is entered into this 29th day of July, 2025 by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **EBCO**, 2201 Regency Road, Suite 201, Lexington, Kentucky 40503, ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Facility Design & Construction, has established the need to hire professional services of a test and balance firm to perform test and balance services for the New Elementary School on Greendale Road Project and has determined that this need cannot be met by existing district staff.

EBCO provides professional services and has expertise as described herein.

B. PURPOSE:

The purpose of this contract is to provide professional services of a test and balance firm to perform test and balance services for the New Elementary School on Greendale Road Project.

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 to Facility Design& Construction, as an independent contractor, services under the direction of **Melinda Joseph-Dezarn, Director, Facility Design & Construction**.

2. The Second Party shall provide the services as set out more specifically in the proposal from Second Party dated March 27, 2025, 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 \$49,800.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding of \$49,800.00.

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 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 Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. 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.

13. 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.

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 July 29, 2025 through December 31, 2027, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

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

Melinda Joseph-Dezarn, AIA
Director, Facility Design & Construction

Date

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

Date

LEGAL IN:_____
CAB. IN:_____

John Hayes
EBCO

Date



Date: 3/27/2025

To: Fayette County Public Schools
450 Park Place
Lexington, Kentucky 40511

From: John Hayes

Quotation Number: 5505

Project Name: FCPS - New Greendale Road Elementary School (BG #24-195)

1411 Greendale Road

Lexington, KY 40511

DESCRIPTION

For your consideration, we propose NEBB Certified testing and balancing, as per the mechanical plans and specification section 23 05 93. This proposal is based on the following:

SCOPE OF WORK

Control Systems Verification	Kitchen Hood System Testing & Balance	Domestic Hot Water Return Balance
Hydronic System Testing & Balance	Witness of the Contractor's Duct Leakage Testing	Pre-Start-Up Conference
System Commissioning Participation	Air Systems Balance	Witness of the Geothermal Systems Flush & Purge
Geothermal Well Field Balance	Temperature Measurements (Coils)	On-going Site Inspections
Equipment Operating Data	NEBB Certified Report	Functional Testing Assistance

QUALIFICATIONS

- ♦ All work is based on regular working hours from Monday through Friday, 6:30 am to 5:00 pm.
- ♦ No overtime or shift differential is included in this proposal unless specifically noted.
- ♦ Cost associated with additional mobilizations due to equipment not being ready or equipment which cannot be final tested per plans and specifications will be handled as a change order.
- ♦ The contractor shall provide a controls technician to operate any automated controls and/or furnish the software and onsite instruction on how to operate the system.
- ♦ This quotation is based on all systems being completed and properly started, in normal operating condition and all areas unoccupied at the time of testing.
- ♦ Adjusting and balancing will be made within the limitations of the equipment being tested. All additional material and labor cost associated with the installation or replacement of drives, sheaves, belts, motors, dampers, fuses, etc., required to make equipment and/or devices meet specifications are to be provided outside the scope of this proposal.

Proposal 5505



- ♦ Installation of clean filters in air handling equipment is not included.
- ♦ Locating / cutting out balancing dampers that are covered or hidden by insulation is not included in this proposal.
- ♦ The cleaning of pipe strainers is not included in this proposal.

TERMS AND CONDITIONS

- ♦ This proposal is valid for sixty days from date shown above.
- ♦ Permits, Bonding, Fees and Sales tax are not included in this proposal.
- ♦ Penalty clauses of any kind will not be effective unless approved in writing by a principal of this firm.
- ♦ Should you choose to accept this proposal, please return a signed copy to our office to be incorporated into the contract as if fully set out.
- ♦ Full payment due no more than (30) days after receipt of final balance report.
- ♦ All qualifications, terms and conditions apply.

EBCO, Inc. provides you with this quotation:

BASE BID\$49,800.00

**We have received and reviewed addenda #'s 1, 2, 3, 4, 5 & 6 for this project.*

Thank you for the opportunity to provide the above quotation for your consideration.

Accepted By:

Date:

Title:

PLEASE SIGN AND RETURN WITH YOUR PURCHASE ORDER TODAY.



ENVIRONMENTAL BALANCE COMPANY

2201 Regency Rd., Suite 201, LEXINGTON, KY 40503

PHONE: 859-278-7203 FAX: 859-278-7204

EMAIL: KEITH@EBCOINC.NET OR STEPH@EBCOINC.NET

Hourly Rate Sheet for Additional Services

Name	Title	Regular Rate	Off-Shift Rate	Weekend Rate	Holiday Rate	Overtime Rate
R Turner	Certified Tech	\$100.00	\$120.00	\$120.00	\$120.00	\$120.00
D Leach	Certified Tech	\$100.00	\$120.00	\$120.00	\$120.00	\$120.00
E Ashcraft	Certified Tech	\$100.00	\$120.00	\$120.00	\$120.00	\$120.00
Z Follensbee	Certified Tech	\$100.00	\$120.00	\$120.00	\$120.00	\$120.00
J Turner	Certified Tech	\$100.00	\$120.00	\$120.00	\$120.00	\$120.00

**Duct Air Leakage Testing billed at a rate of \$80.00 per hour.*