

**AGREEMENT BETWEEN OWNER
AND COMMISSIONING AUTHORITY**

This Agreement is made: July 29, 2025

Between the Owner:

Fayette County Board of Education
c/o Melinda Joseph-Dezarn, AIA, Director
Facility Design & Construction
450 Park Place
Lexington, KY 40509

And the Commissioning Authority:

Shrout Tate Wilson Engineers
628 Winchester Road
Lexington, KY 40505

For the following Project:

New Elementary School on Greendale Road
2380 Greendale Road
Lexington, KY 40511

The Owner and Commissioning Authority agree as follows:

ARTICLE 1 – SCOPE OF WORK

I. List of Systems to be commissioned

See attached Commissioning Authority's Response to RFP #35-25 dated March 24, 2025, attached to this contract and incorporated herein by reference.

II. Construction Phase Responsibilities

Commissioning Authority shall perform the following responsibilities during the construction of this project:

1. Organize and lead the commissioning team
2. Review shop drawings for components of commissioned systems for compliance with the Owner's project requirements and basis of design. Return comments to the design team.
3. Modify and update the commissioning plan as required based on submittals for shop drawings, equipment, controls, etc.
4. Schedule and lead commissioning meetings to be held during regular construction progress meetings
5. Maintain a tracking system for resolution items including documents and photographs as required
6. Coordinate all activities with the project schedule throughout the construction phase to ensure that commissioning activities are properly coordinated; provide feedback to the designer as required
7. Perform on-site observations during construction and record observations with documents and photographs as required
8. Monitor and verify correct component and equipment installation and document all observations with reports and photographs as required.
9. Witness HVAC equipment and system start-ups and ensure complete documentation. System start-ups are to include all dedicated outdoor air systems (DOAS) and the first two heat pumps to be started to establish the procedure for the remaining heat pumps. Heat pumps shall be of different sizes.
10. Witness domestic hot water equipment and system start-ups and ensure complete documentation.
11. Witness lighting controls and start-ups and ensure complete documentation.
12. Develop all System Verification Checklists for all equipment being commissioned.
13. Verify that Owner training for operating personnel has been satisfactorily completed.

III. Construction Acceptance Phase Responsibilities

Commissioning Authority shall perform the following responsibilities during the construction acceptance phase of this project:

1. Review and inspect on a sample basis the testing, adjusting and balancing work that has been carried out by another agency with respect to air and hydronics. Testing and Balancing will be performed by a TAB contractor hired directly by the Owner. TAB report shall be reviewed by CxA.
2. Conduct functional performance testing of all sub-systems, systems, and interaction between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

IV. Post-Acceptance Phase Responsibilities

Commissioning Authority shall perform the following responsibilities during the construction acceptance phase of this project:

1. Conduct functional performance testing of all sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions or other.
2. Prepare and submit a final commissioning report
3. Provide follow-up for quality of performance during the guarantee period
4. Develop a systems manual which provides future operating staff the information needed to understand and optimally operate the commissioned systems.

ARTICLE 2 - TRANSFER OF COPYRIGHT

The Commissioning Authority acknowledges and agrees that documents or works prepared by, or hereafter to be prepared by, the Commissioning Authority, in whole or in part, in connection with the project, are intended to be the sole property of the Owner. The Commissioning Authority hereby expressly transfers to the Owner the exclusive right to any copyright interest in the documents.

ARTICLE 3 - TERMINATION, SUSPENSION OR ABANDONMENT

In the event of the Owner termination, suspension or abandonment of the project, the Commissioning Authority shall be equitably compensated by the owner for services performed to the date of termination, suspension or abandonment.

Either the Commissioning Authority or the Owner may terminate this Agreement with or without cause after giving no less than seven (7) days written notice to the other party.

In the event of termination, suspension, abandonment or completion of the project, the Consultant shall deliver to the Owner within seven (7) days Documents, whether complete or incomplete, not previously delivered to the Owner during the course of the project. The Owner, as the holder of the exclusive right to any and copyright interest in the Documents, as provided in Article 2, shall have the right to use and reuse any and Documents for any purpose in connection with the project, including, but not limited to, its completion using entities other than the Commissioning Authority, at the Owner's sole discretion and at no additional cost to the Owner.

ARTICLE 4 - MISCELLANEOUS PROVISIONS

This agreement shall be governed by the law of the Commonwealth of Kentucky.

The Owner and Commissioning Authority respectively bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the Contract as a whole without prior written consent of the other.

The Commissioning Authority, its agents, employees, or consultants shall not harass or discriminate against any person regarding employment because of race, sex, religion, creed, color, genetic information, national or ethnic origin, political affiliation, age or disabling condition, gender identity, or sexual orientation.

During the Commissioning the Consultant will provide certain insurance coverage. These include in part: amounts satisfactory to the Owner, Comprehensive General Liability, Auto Liability, and Worker's Compensation.

General Liability -- \$1,000,000
Auto Liability -- \$300,000 / \$1,000,000; Personal Injury / \$500,000 / \$1,000,000 Property Damage
Workers Comp -- \$100,000
Professional Liability / E & O -- \$1,000,000

Owner shall be named as an additional insured on policies of insurance. Insurance policies shall incorporate provisions requiring insurance carriers to notify Owner thirty days (30) prior to canceling, non-renewal, or material modification of the policies. The certificate of insurance to be supplied MUST also name "The Owner Name, its officers, agents and employees" as an additional insured for the general liability and auto liability coverages.

ARTICLE 5 – COMPENSATION AND PAYMENTS

For Commissioning Services and any other services defined in this Agreement as Commissioning Services, Basic Compensation shall be as follows: A fixed fee. Any additional fees for substantial changes of scope must be negotiated and an addendum added to this contract, or with prior agreement of the parties the fee may be established as "NOT TO EXCEED" amount.

TOTAL FEE: \$54,100.00 (Fifty-four Thousand, One Hundred Dollars)

ARTICLE 6 - OTHER PROVISIONS

(Insert description of other services and modifications to the terms of this Agreement here or as an attachment.)

Commissioning Authority's Response to RFP #35-25 dated March 24, 2025

This Agreement entered into as of the day and year first written above.

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

Date

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

Date

LEGAL IN: _____
CAB. IN: _____

Ralph Whitley, Principal
SHROUT TATE WILSON ENGINEERS

Date

March 24th, 2025

Fayette County Board of Education
450 Park Place
Lexington, KY 40511

Re: New Greendale Rd Elementary School Commissioning

Dear Fayette County Board of Education,

For 40 years STW has provided top tier design services for Kentucky and the surrounding states. During this time, we have seen an ever-increasing need for a way to ensure that the finished product does not fall victim to the ever-increasing complexity of the project. The introduction of Commissioning sought to resolve some of these issues, but even still we noticed our client's disappointment with what Commissioning accomplished.

We sought to bring the best of both worlds together. Commissioning but better. We are more than JUST Commissioning Agents, more than checklists and paperwork. We are Design Engineers, Control Specialists, Electricians, and Test and Balance Technicians. Our philosophy is focused on quick and efficient resolutions. It's not just writing items on a list, it's solving issues. We get our hands dirty because we know that's what is needed to get the job done. It gives owners an experience where they are confident in their facilities' ability to perform as they were intended to.

We started our commissioning division to do just this. I can't thank you enough for the opportunity to be able to provide this service to you at the New Greendale Rd Elementary School. Inside this proposal, you'll find more information about our story, our staff, our qualifications, and our project approach.

New Greendale Rd Elementary School Commissioning Lump Sum Cost: \$54,100.00

Systems to be Commissioned:

- Water Source Heat Pumps
- Pumps
- Energy Recovery Units
- VAVs
- Exhaust Fans
- Electric Heaters
- HVAC Controls
- Mini-splits
- Domestic Hot Water
- Lighting Controls



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MECHANICAL AND
ELECTRICAL ENGINEERS

Lexington • Louisville • Charleston

Thank you again for this consideration. Quick efficient communication is imperative to a successful team. Should you have any questions about us please feel free to email or call my personal cell phone number listed at the bottom of this letter.

Respectfully,

Trent M. Turner, PE, CxA, BCxP, LEED AP O+M
Commissioning Authority
Trent.Turner@stwend.com
(502) 321-7283

Ralph Lee Whitley, PE, CxA, LEED AP, CEM
Principal
Ralph.Whitley@stwend.com

New Greendale Rd Elementary School
Lexington, KY

We are proposing a lump sum fee amount of **\$54,100.00** to provide Fundamental Commissioning Services for the New Greendale Rd Elementary School.

| Request for Commissioning Services | | Contract Documents | |
|------------------------------------|--------------|--------------------|-----------|
| | Received on: | | Dated: |
| Request Date | 3/5/2025 | Bid Documents | 1/23/2025 |
| | | Addendum #1 | 2/27/2025 |
| | | Addendum #2 | 2/27/2025 |
| | | Addendum #3 | 3/5/2025 |
| | | Addendum #4 | 3/12/2025 |
| | | Addendum #5 | 3/21/2025 |

Staff Hourly Rates:

| | |
|------------------------------------|----------|
| PRINCIPALS..... | \$230.00 |
| ASSOCIATE..... | \$200.00 |
| PROCESS/DISTILLATION ENGINEER..... | \$200.00 |
| SENIOR ENGINEER | \$175.00 |
| ENGINEER | \$140.00 |
| GRADUATE ENGINEER..... | \$105.00 |
| CADD/BIM..... | \$95.00 |
| ADMINISTRATIVE | \$80.00 |