



Building Commissioning  
Energy Solutions  
Thermal Imaging  
Building Envelope Testing  
Maintenance Consultation

May 31, 2024

Ms. Amy Sanders  
Robert Ehmet Hayes & Associates, PLLC  
465 Center View Boulevard  
Crestview Hills, KY 41017

**Re: Commissioning Services for Tower Park Athletic Complex Phase 2**

Dear Ms. Sanders,

We are pleased to submit this proposal for commissioning services for the above referenced project for a lump sum fee of \$9,100.00. This proposal includes the systems and scope below to meet the requirements of the IECC 2012 section C408.

**Energy-Consuming Systems within the Project Scope**

1. HVAC and Automatic Temperature Controls
2. Interior/Exterior Lighting Control System(s)

**Project Scope**

1. Develop the Commissioning Plan.
2. Write Functional Performance checklists.
3. Attend 5 Construction Coordination Meetings.
4. Perform Functional Testing on equipment within the above scope.
5. Track findings and corrective actions throughout the project duration.
6. Provide the preliminary commissioning report to the project team/building official prior to occupancy. \*Subject to project readiness.
7. Perform Opposite-season Functional Testing.
8. Provide a Final Commissioning Report.

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[www.ZHCommissioning.com](http://www.ZHCommissioning.com)

267 Main Street  
Florence, KY 41042  
(859) 282-6467

### **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 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 Prefunctional or 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.

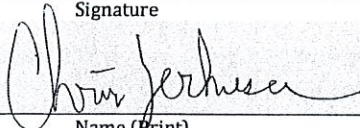
Respectfully,

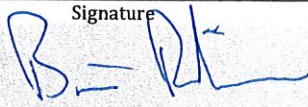
Chris Zerhusen, CxA, CEM, EMP  
Partner  
Chris@ZHCommissioning.com



## 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 05/31/2024

Company FTIS	
Signature 	
Name (Print) Brian Robins	
Title Superintendent	Date 11/5/25

## 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 Tower Park Athletic Complex Phase 2
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### Project Contact:

Name and Title Chad Niedert, Director of Operations	E-mail chad.niedert@fortthomas.kyschools.us	Phone Number 630 849 9534
Address 28 N Ft Thomas Ave, Fort Thomas, KY 41075		

### Billing Contact:

Name and Title Kathy Eaton, Admin Assistant	E-mail kathy.eaton@fortthomas.kyschools.us	Phone Number 859 815 2023
Address Same as above		Address Invoices To (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)
Comments for Billing		